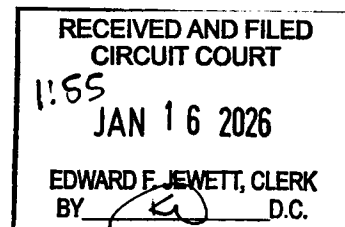


VIRGINIA:

IN THE CIRCUIT COURT FOR THE CITY OF RICHMOND

COMMONWEALTH OF VIRGINIA,)
EX REL. JASON S. MIYARES,)
ATTORNEY GENERAL,)
)
Plaintiff,)
)
v.)
)
VIATRIS INC.; MYLAN INC.;)
VIATRIS SPECIALTY L.L.C.;)
MYLAN PHARMACEUTICALS INC.)
)
Defendants.)

CIVIL ACTION NO. CL26000362 RBC



ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance ("Assurance") is entered into by the Commonwealth of Virginia *ex rel.* Jason S. Miyares, Attorney General (the "Commonwealth" or "Attorney General") and Viatris Inc., Mylan Inc., Viatris Specialty L.L.C., and Mylan Pharmaceuticals Inc. (collectively, "Viатris") (the Commonwealth and Viatris collectively, the "Parties") in order to resolve allegations by the Commonwealth that Viatris engaged in conduct in violation of the Virginia Consumer Protection Act, Va. Code § 59.1-196 through 207 ("VCPA") and the Virginia Antitrust Act, Va. Code § 59.1-9.1 through 9.17 concerning the EpiPen Auto-Injector.¹

¹ For purposes of this Agreement, "EpiPen" or "EpiPen products" refers collectively to EpiPen®, EpiPen Jr®, EpiPen 2-Pak®, EpiPen Jr 2-Pak®, My EpiPen®, EpiPen4Schools®, Never-See-Needle®, and all generic and authorized generic versions of those products, including without limitation the EpiPen Authorized Generic.

I. PARTIES

1.1 The Commonwealth is the Plaintiff in this case. The Attorney General is charged with, among other things, the responsibility of enforcing the VCPA.

1.2 Viatris consents to and waives all objections to this Court's jurisdiction for all matters relating to this Assurance's entry, execution, monitoring, and enforcement. Viatris further waives all objections it may have to venue in this Court for all matters relating to this Assurance's entry, execution, monitoring, and enforcement. Viatris does not waive, and explicitly preserves the right to object to, jurisdiction and venue in this Court for all other purposes.

II. AGREEMENT OF THE PARTIES

2.1 This Assurance is made without trial or adjudication of any issue of fact or law. Viatris enters into this Assurance for the purpose of arriving at a complete, full settlement of any disagreement as to the matters addressed in this Assurance and preceding its execution, which may exist between Viatris and the Attorney General, thereby avoiding unnecessary delay and expense.

2.2 This Assurance shall not be deemed or construed to be evidence of (i) an admission or concession by the Released Parties (as defined herein) of any liability or wrongdoing; (ii) any violation of any statute, law, or regulation by the Released Parties; (iii) the truth of any of the claims or allegations contained in any complaint or any other pleading or document filed in any court or any other action, hearing, or proceeding; or (iv) any person or entity being entitled to relief of any kind. Viatris denies any improper conduct or violation of any Commonwealth or federal statute, law, or regulation, and is entering this Assurance solely to avoid the burden and expense of further litigation. Nothing in this Assurance shall be construed as an admission by Viatris in any action, hearing, or proceeding of any kind whatsoever, civil, criminal or otherwise, before any court, administrative agency, regulatory body or any other body or authority, present or future, including, without limitation, that Viatris has engaged in any conduct or practices that violate any statute, law, or regulation.

2.3 This Assurance does not constitute approval by the Attorney General of any of

Viатris's services or practices and Viатris shall not make any representation to the contrary.

2.4 The Parties understand and agree that the "Covered Conduct" addressed by this Assurance means the allegations and claims for relief set forth in the Complaint, or that could have been alleged in the Complaint,² and any claims related to purchases of, payments for, or reimbursements for EpiPen products. The Covered Conduct also includes, without limitation, any conduct covering any time period through the Effective Date of this Assurance that is recited in, based upon, relates to, or arises out of the allegations and claims contained in the Complaint or that could have been alleged in the Complaint.

2.5 The Effective Date of this Assurance shall be the date the Court enters an order approving and adopting the Assurance.

2.6 Nothing in this Assurance shall permit any person or entity not a signatory hereto to enforce any provision of this Assurance.

2.7 Nothing in this Assurance shall be construed to authorize or require any action by Viатris in violation of applicable federal, state, or other laws.

2.8 The Parties agree that this Assurance constitutes a legally enforceable obligation of the Parties in accordance with its terms.

2.9 This Assurance shall be governed by the laws of the Commonwealth of Virginia.

III. RELEASE

3.1 The Commonwealth³ does hereby release from and forever discharge the Released

² For the avoidance of doubt, the Covered Conduct includes, among other things, any allegations and claims related to: (1) EpiPen-related generic delay and/or patent litigation involving Pfizer/King/Meridian, Cephalon/Teva, Sandoz, or Intelliject (e.g., the use of a Citizen Petition process to delay Teva's generic, an alleged exchange of settlement agreements involving EpiPen and Nuvigil, etc.); (2) contracting with third-party payors and pharmacy benefit managers with respect to EpiPen; (3) the sale and/or marketing of EpiPen products in two-packs; (4) the EpiPen4Schools® program; (5) EpiPen price increases; (6) allegedly misleading advertisements and/or promotional communications concerning products that have competed with EpiPen products; and (7) statements to Congress regarding EpiPen.

³ For purposes of this Release, the "Commonwealth" refers to the Commonwealth of Virginia, as well as all past, present, and successor officers, attorneys, agents, agencies, departments, entities, divisions, instrumentalities, commissions, departments, administrators, employees, servants, any Commonwealth

Parties⁴ from all claims, duties, actions, causes of action, suits, proceedings, arbitrations, allegations, rights, obligations, debts, demands, costs, losses, attorneys' fees and costs, liabilities, injunctive relief, and damages the Commonwealth has, may have, or could have asserted, whether known or unknown, related to the Covered Conduct.

3.2 The payment of the Settlement Amount described in Paragraph 5.1 herein fully discharges the Released Parties from any obligation to pay additional monies to, or for the benefit of, the Commonwealth for the Covered Conduct including for damages, restitution, interest, statutory civil penalties, disgorgement, injunctive relief, costs, litigation expenses, or attorneys' fees.

3.3 Notwithstanding Paragraphs 3.1 and 3.2 above, this Release does not include:

3.3.1 Claims to enforce the terms of this Assurance;

3.3.2 Any criminal liability that Viatris has or may have to the Commonwealth;

3.3.3 Any other civil or administrative liability Viatris has or may have to the Commonwealth, including:

3.3.3.1 State false claims violations;

3.3.3.2 State Medicaid fraud or abuse claims (whether common law,

entity on whose behalf the Virginia Attorney General could legally assert a cause of action, and any agents of the Commonwealth with responsibility or authority for paying or arranging for payment of Viatris' pharmaceutical products.

⁴ The "Released Parties" are Viatris, as defined in this Assurance, and any of their past, present, and future parent corporation(s), and their associated companies, which means any corporation, partnership, limited liability company or other entity or combination thereof that directly or indirectly owns or controls Viatris, are owned or controlled by Viatris or are under common ownership or control with Viatris (the terms "control" and "controlled" meaning ownership of 50% or more, including ownership by trusts with substantially the same beneficial interests of the voting and equity rights of such corporation, partnership, limited liability company or other entity or combination thereof, or the power to direct the management of such corporation, partnership, limited liability company or other entity or combination thereof), as well as any of Viatris' past, present, and future subsidiaries, divisions, sister companies, affiliates, related entities, holding companies, unincorporated business units, vendors, independent contractors, stockholders, insurers, general or limited partners, principals, agents, attorneys, directors, officers, employees, sales representatives, and the predecessors, successors, heirs, trustees, executors, assigns, transferees, or legal representatives of each of the foregoing.

statutory or otherwise) and/or kickback violations (this release also does not affect or limit the Commonwealth's subrogation interest under federal law or state law with regard to claims by individuals who were/are enrolled in State Medicaid programs);

3.3.3.3 State or federal tax violations; and

3.3.3.4 State or federal securities violations.

IV. ASSURANCES

4.1 Viatris voluntarily agrees to this Assurance of Voluntary Compliance without trial or adjudication of any issue of fact or law.

4.2 In addition to payment of the Settlement Amount described in Paragraph 5.1 herein, Viatris agrees to provide the following injunctive terms to the Commonwealth:

4.2.1 Viatris agrees to increase its co-pay coupon for the authorized generic version of the EpiPen Auto-Injector ("EpiPen AG") from \$25 to \$40, subject to settlement also being reached between Viatris and the other States with which Viatris is currently in settlement discussions. In the event that some or all of these states do not agree to resolve their claims against Viatris, the Parties agree to discuss alternative relief in good faith.

4.2.2 Viatris agrees to work to raise awareness of the availability of EpiPen AG coupon and patient assistance programs offered by Viatris for Commonwealth residents. The logistics, scope, and duration of this effort will be determined and agreed upon by the Parties, working in good faith.

4.2.3 Viatris agrees to work to raise awareness of the EpiPen4Schools® Program, through which Viatris provides free EpiPen devices to schools, by sending a communication to certain schools about the EpiPen4Schools® Program and how to enroll. The logistics, scope, and duration of this effort will be determined and agreed upon by the Parties, working in good faith.

4.2.4 Beginning in 2026 and for four years thereafter, Viatris shall, at the Commonwealth's discretion, donate 10,000 EpiPens, in the form of 1,000 two-packs

donated each year for five years (2,000 pens per year) to the Commonwealth for the Commonwealth to use as it chooses, as permitted by law and to the extent not impracticable. The logistics of the donation will be determined and agreed upon by the Parties, working in good faith.

4.3 In addition to any other remedies, a violation of any provision of this Assurance shall be punishable as contempt and may subject the person or entity in violation to all penalties or sanctions allowed by law.

4.4 Viatris agrees that it shall not represent that the Attorney General approves of or endorses its past or future business practices, or that the execution of this Assurance constitutes such approval or endorsement.

V. PAYMENT

5.1 In exchange for the Release as defined herein, Viatris agrees to pay the Commonwealth the total sum of \$6,250,000.00 (the "Settlement Amount") no later than April 3, 2026 and conditioned upon receipt from the Commonwealth of wiring instructions that include the bank name and ABA routing number, account name, and account number for the account into which the funds are to be deposited.

5.2 The Settlement Amount may be used at the sole discretion of the Attorney General for any lawful purpose, and subject to any applicable laws of the Commonwealth of Virginia.

5.3 Payment of the Settlement Amount is made in full and final payment to resolve the Covered Conduct, and any civil or administrative claim, action, suit, or proceeding the Commonwealth asserted or could have asserted arising from the Covered Conduct, subject to the exclusions provided in Paragraph 3.3. Viatris shall have no further monetary obligations or monetary liability of any kind to the Commonwealth, the Commonwealth's counsel, or any other person or entity, other than the Settlement Amount, regardless of whatever circumstances might occur (e.g., theft of the funds, or otherwise) for the Covered Conduct. In other words, the Settlement Amount paid by Viatris will be Viatris' sole monetary responsibility under this

Assurance.

VI. OTHER PROVISIONS

6.1 Any and all notices, requests, consents, directives, or communications by any party intended for any other Party shall be in writing and shall, unless expressly provided otherwise herein, be given personally, or by express courier, or email followed by postage prepaid mail, to the following persons, and shall be addressed as follows:

6.1.1 For the Commonwealth:

Joelle Gotwals
Senior Assistant Attorney General
Office of the Attorney General
202 North Ninth Street
Richmond, Virginia 23219
Phone: (804) 786-8789
Fax: (804) 786-0122
jgotwals@oag.state.va.us

6.1.2 For Viatrix:

Adam Levin
David Foster
Carrie DeLone
Hogan Lovells US LLP
Columbia Square
555 Thirteenth Street, NW
Washington, DC 20004
Phone: (202) 637 5600
Fax: (202) 637 5910
adam.levin@hoganlovells.com
david.foster@hoganlovells.com
carrie.delone@hoganlovells.com

6.1.3 Any Party may, from time to time, change the address to which such notices, requests, consents, directives, or communications are to be delivered, by giving the other Parties prior written notice of the changed address, in the manner herein above provided, 10 calendar days before the change is effective.

6.2 The Parties agree that should any portion or portions of this Assurance be found to be void, unenforceable, or otherwise invalid by any court of competent jurisdiction after the

exhaustion of all rights to appeal, the entire Assurance shall not be nullified, such invalid portion or portions shall be severed from the remainder of the Assurance as if such portion or portions had never been entered into, and the remainder of the Assurance shall be enforced.

6.3 None of the Parties shall be considered to be the drafter of this Assurance or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction, that would or might cause any provision to be construed against the drafter hereof.

6.4 The Parties represent that they have had the assistance of legal counsel in negotiating, reviewing, and executing this Assurance and that they appreciate and understand its legal significance. The Parties represent that they have executed this Assurance knowingly and freely by and with the advice of their attorneys.

6.5 The Commonwealth represents and warrants that it has not assigned, and never will assign, any interest it may have in the Covered Conduct to any third party, except as otherwise provided by law.

6.6 Except as otherwise provided herein, the Parties shall bear their own legal fees, including attorneys' fees, and costs, and other fees and costs incurred in connection with the settlement of the Covered Conduct, including all fees and costs in preparation and performance of this Assurance.

6.7 The undersigned individual(s) signing this Assurance on behalf of the Commonwealth and Viartis represent and warrant that they are duly authorized to execute this Assurance, and that no further authority or execution by any other person or entity is necessary to fully effectuate this Assurance.

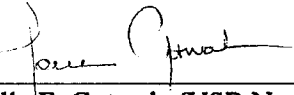
6.8 The Parties agree and acknowledge that this Settlement Agreement carries no precedential value and should not be relied upon by any person or entity as evidence of any obligation of any Party under similar circumstances.

6.9 This Assurance may be executed in counterparts, each of which shall constitute an original and all of which shall be deemed to constitute one and the same Assurance. Facsimile or PDF signatures shall constitute acceptable binding signatures for purposes of this Assurance.

6.10 This Assurance constitutes the entire, complete, and integrated statement of each and every term and provision of the agreement between the Commonwealth and Viatris and may not be amended except by a writing signed by the Commonwealth and Viatris.

FOR THE PLAINTIFF:

**COMMONWEALTH OF VIRGINIA,
EX REL. JASON S. MIYARES,
ATTORNEY GENERAL**

By: 
Joelle E. Gotwals (VSB No. 76779)
Senior Assistant Attorney General
Office of the Attorney General
202 North Ninth Street
Richmond, Virginia 23219
Phone: (804) 786-8789
Fax: (804) 786-0122
Email: jgotwals@oag.state.va.us
Counsel for the Plaintiff

Date: 01/16/2026

FOR THE DEFENDANTS:

VIATRIS:

By: **Douglas Miner**

Print

Douglas Miner

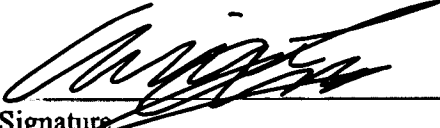
Date: 01/16/2026

Signature
Viатris

REVIEWED - VIATRIS LEGAL DEPT DATE: 16 January 2026 BY: Brad Matta ID#: 458885 JLR

COUNSEL FOR VIATRIS:

By: Adam K. Levin
Print


Signature
Hogan Lovells US LLP

Date: 1/16/26