

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

**FORM 10-K/A
(Amendment No. 1)**

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2022

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____
Commission file number 001-36326

Endo International plc
(Exact name of registrant as specified in its charter)

Ireland
State or other jurisdiction of incorporation or organization

68-0683755
(I.R.S. Employer Identification No.)

First Floor, Minerva House, Simmons Court Road
Ballsbridge, Dublin 4, Ireland

Not Applicable
(Zip Code)

(Address of principal executive offices)

Registrant's telephone number, including area code: **011-353-1-268-2000**

Securities registered pursuant to Section 12(b) of the Act: None (1)

(1) On August 26, 2022, Endo International plc's ordinary shares, which previously traded on the Nasdaq Global Select Market under the symbol ENDP, began trading exclusively on the over-the-counter market under the symbol ENDPQ. On September 14, 2022, Nasdaq filed a Form 25-NSE with the United States Securities and Exchange Commission and Endo International plc's ordinary shares were subsequently delisted from the Nasdaq Global Select Market. On December 13, 2022, Endo International plc's ordinary shares were deregistered under Section 12(b) of the Securities Exchange Act of 1934, as amended.

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer
Non-accelerated filer Smaller reporting company
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to § 240.10D-1(b).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

The aggregate market value of the voting common equity (ordinary shares) held by non-affiliates as of June 30, 2022 (the last business day of the registrant's most recently completed second fiscal quarter) was \$109,653,452 based on a closing sale price of \$0.47 per share as reported on The Nasdaq Global Select Market on that date. Ordinary shares held by each officer and director have been excluded since such persons and beneficial owners may be deemed to be affiliates. This determination of affiliate status is not necessarily a conclusive determination for other purposes. The registrant has no non-voting ordinary shares authorized or outstanding.

The number of ordinary shares, nominal value \$0.0001 per share outstanding as of February 27, 2023 was 235,219,612.

Auditor Name

PricewaterhouseCoopers LLP

Auditor Location

Philadelphia, Pennsylvania

Auditor Firm ID

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EXPLANATORY NOTE

Endo International plc (the Registrant) is filing this Amendment No. 1 on Form 10-K/A (the Amendment) to its Annual Report on Form 10-K for the year ended December 31, 2022 filed with the Securities and Exchange Commission (SEC) on March 6, 2023 (the Original Filing) in order to include the information required by Part III of Form 10-K that was not included in the Original Filing.

In addition, certain exhibits, including currently-dated certifications of the Registrant's principal executive officer and principal financial officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, are attached hereto. Accordingly, Item 15 of Part IV has also been included in the Amendment to reflect the filing of these exhibits. Because financial statements have not been included in the Amendment and the Amendment does not contain or amend any disclosure with respect to Items 307 and 308 of Regulation S-K: (i) paragraphs 3, 4 and 5 of the aforementioned certifications have been omitted and (ii) the Registrant is not attaching currently-dated certifications under Section 906 of the Sarbanes-Oxley Act of 2002.

Except where indicated herein, the Amendment does not reflect events occurring after the filing of the Original Filing or modify or update in any way the disclosures contained therein.

Unless otherwise indicated or required by the context, references throughout to "Endo," the "Company," "we," "our" or "us" refer to Endo International plc and its subsidiaries.

**ENDO INTERNATIONAL PLC
(DEBTOR-IN-POSSESSION)
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PART III

Item 10. Directors, Executive Officers and Corporate Governance

Information about our Directors

The following table sets forth, as of April 12, 2023, information about the members of our Board of Directors (Board):

Name	Age	Position and Offices
Mark G. Barberio	60	Chairman of the Board of Directors
Jennifer M. Chao	53	Director
Blaise Coleman	49	Director, President and Chief Executive Officer
Shane M. Cooke	60	Director
Nancy J. Hutson, Ph.D.	73	Director
Michael Hyatt	77	Director
William P. Montague	76	Director
M. Christine Smith, Ph.D.	58	Director

Mark G. Barberio was appointed to the Board of Directors in February 2020 and in June 2021, was appointed as independent, non-executive Chairman of the Board of Directors. Mr. Barberio is Chair of Endo's Strategic Planning Committee and is a member of Endo's Audit & Finance Committee, Compensation & Human Capital Committee, Nominating, Governance & Corporate Responsibility Committee and Compliance Committee. Mr. Barberio has been a Principal of Markapital, LLC since 2013. Prior to then, Mr. Barberio held numerous leadership roles at Mark IV, LLC (now Dayco, LLC), most recently having served as a director from 2011 to 2013, Co-Chief Executive Officer from 2009 to 2013 and Chief Financial Officer from 2004 to 2013. Mr. Barberio currently serves as a director of Gibraltar Industries, Inc. since June 2018 and Life Storage, Inc. since January 2015, where he has been Non-Executive Chairman since May 2018. Previously, Mr. Barberio served as a director of Paragon Offshore Limited from July 2017 to April 2018 and Exide Technologies from April 2015 to October 2020. He is also a member of the Rochester Institute of Technology Board of Trustees, 100 Club of Buffalo - serving the needs of first responders, Buffalo Angels LLC and Rochester Angel Network and is a member of the National Association of Corporate Directors. He earned an M.B.A. from State University of New York at Buffalo and a B.S. in Business-Accounting from Rochester Institute of Technology. Mr. Barberio's qualifications to serve on the Board of Endo include, among others, his significant knowledge in strategy development, finance, operational oversight, real estate, capital markets and investor relations stemming from his extensive executive- and board-level experience as chief executive officer, chief financial officer and chairman of the board.

Jennifer M. Chao was appointed to the Board of Directors in February 2021 and is a member of Endo's Audit & Finance Committee and Compliance Committee. Prior to joining Endo, Ms. Chao served as Chairman of the Board of BioSpecifics Technologies Corp. (BioSpecifics) from October 2019 until its acquisition by Endo in December 2020, and served as Chair of BioSpecifics' Compensation Committee and as a member of the Audit Committee, Strategy Committee, Intellectual Property Committee and Nominating and Corporate Governance Committee from 2015 to 2020. In March 2022, Ms. Chao was appointed to the Board of Directors of Cardiol Therapeutics Inc., where she serves as Chair of the Corporate Governance and Compensation Committee, and to the Board of Directors of Edesa Biotech, Inc., where she serves as Chair of the Nominating and Corporate Governance Committee and as a member of the Audit Committee and Compensation Committee. Ms. Chao serves as strategic advisor to corporate leadership and boards through her advisory practice, CoreStrategies Management, LLC, focused on corporate strategy, long-range planning, stakeholder concerns and risk analysis. She also serves as a biotech/life sciences expert witness for corporate litigation. Previously, Ms. Chao was a Managing Director and Senior Lead Biotechnology Securities Analyst at Deutsche Bank, responsible for U.S. large- and small- to mid-cap biotechnology companies with global client coverage; known for differentiated fundamentals securities analysis and high visibility coverage of game changing technologies, paradigm shifting treatment algorithms and industry trends. Ms. Chao also served as a Managing Director and Senior Lead Biotechnology Analyst at RBC Capital Markets and VP, Senior Biotechnology Analyst at Leerink Swann & Co. Ms. Chao was a research fellow at Massachusetts General Hospital/Harvard Medical School, as a recipient of the BioMedical Research Career Award, and received her B.A. in Politics and Greek Classics from New York University. Ms. Chao's qualifications to serve on the Board of Endo include, among others, her knowledge of the biotech and life sciences industries, board-level experience at publicly traded companies and financial and Wall Street experience.

Blaise Coleman was appointed President, Chief Executive Officer and a member of the Board of Directors, effective March 2020. He previously served as Executive Vice President and Chief Financial Officer since December 2016. He joined Endo in January 2015 as Vice President of Corporate Financial Planning & Analysis, and was then promoted to Senior Vice President, Global Finance Operations in November 2015. Prior to joining Endo, Mr. Coleman held a number of finance leadership roles with AstraZeneca, most recently as the Chief Financial Officer of the AstraZeneca/Bristol-Myers Squibb US Diabetes Alliance. Prior to that, he was the Head of Finance for the AstraZeneca Global Medicines Development organization based in Mölndal, Sweden. Mr. Coleman joined AstraZeneca in 2007 as Senior Director Commercial Finance for the US Cardiovascular Business. He joined AstraZeneca from Centocor, a wholly-owned subsidiary of Johnson & Johnson, where he held positions in both the Licenses & Acquisitions and Commercial Finance organizations. Mr. Coleman's move to Centocor in early 2003 followed 7 years' experience with the global public accounting firm, PricewaterhouseCoopers LLP. Mr. Coleman is a Certified Public Accountant; he holds a Bachelor of Science degree in accounting from Widener University and an M.B.A. from the Fuqua School of Business at Duke University. Mr. Coleman's qualifications to serve on the Board of Endo include, among others, his executive leadership experience at pharmaceutical companies, extensive background in finance, business and strategic planning and in-depth knowledge of the Company, its businesses and management.

Shane M. Cooke has been a member of the Board of Directors since July 2014 and is Chair of Endo's Audit & Finance Committee and is a member of Endo's Compliance Committee. In March 2018, Mr. Cooke retired from Alkermes plc (Alkermes), most recently having served as its President since 2011, when Elan Drug Technologies (EDT) merged with Alkermes. Mr. Cooke was appointed to the board of directors of Alkermes in March 2018. From 2007 until 2011, he was head of EDT and Executive Vice President of Elan Corporation (Elan) and concurrently served as Chief Financial Officer of Elan from 2001 to 2011. Mr. Cooke was appointed director of Elan in 2005. Prior to joining Elan, he was Chief Executive and a founder of Pembroke Capital Limited. Mr. Cooke also previously held a number of senior positions in finance in the banking and aviation industries. He currently serves on the boards of directors of Alkermes and Prothena Corporation plc and previously served as Chairman of UDG Healthcare plc until August 2021. Mr. Cooke is a chartered accountant and a graduate of University College Dublin, Ireland. Mr. Cooke's qualifications to serve on the Board of Endo include, among others, his extensive knowledge of the pharmaceutical industry, significant executive- and board-level experience at a publicly traded company and financial expertise and experience, including service as a chief financial officer of a public company.

Nancy J. Hutson, Ph.D. has been a member of the Board of Directors since the Company's inception in February 2014 and is Chair of Endo's Compliance Committee and a member of Endo's Nominating, Governance & Corporate Responsibility Committee. Dr. Hutson retired from Pfizer, Inc. (Pfizer) in 2006 after spending 25 years in various research and leadership positions, most recently serving as Senior Vice President, Pfizer Global Research and Development and Director of Pfizer's pharmaceutical R&D site, known as Groton/New London Laboratories. At Pfizer, she led 4,500 colleagues (primarily scientists) and managed a budget in excess of \$1 billion. She is currently a director of BioCryst Pharmaceuticals, Inc., Clearside Biomedical, Inc. and PhaseBio Pharmaceuticals, Inc. Dr. Hutson previously served as Director of Cubist Pharmaceuticals until 2015 and Inspire Pharmaceuticals, Inc. until 2011. From 2009 until February 2014, Dr. Hutson was a director of Endo Health Solutions Inc. Dr. Hutson owns and operates Standing Stones Farm in Ledyard, CT. Dr. Hutson holds a Bachelor of Arts degree from Illinois Wesleyan University and a Ph.D. degree from Vanderbilt University. Dr. Hutson's qualifications to serve on the Board of Endo include, among others, her in-depth knowledge and understanding of the complex research, drug development and business issues facing pharmaceutical companies.

Michael Hyatt has been a member of the Board of Directors since the Company's inception in February 2014 and is Chair of Endo's Nominating, Governance & Corporate Responsibility Committee and a member of Endo's Compensation & Human Capital Committee and Strategic Planning Committee. Mr. Hyatt is currently a Senior Advisor to Irving Place Capital. Until 2008, Mr. Hyatt was a Senior Managing Director of Bear Stearns & Co., Inc. Mr. Hyatt previously served as a Director of Schiff Nutrition International until 2012. From 2000 until February 2014, Mr. Hyatt was a director of Endo Health Solutions Inc. Mr. Hyatt holds a Bachelor of Arts degree from Syracuse University and a J.D. degree, from Emory University School of Law. Mr. Hyatt's qualifications to serve on the Board of Endo include, among others, his leadership experience in the banking industries, in-depth knowledge of the Company and experience as a board member of a publicly traded company.

William P. Montague has been a member of the Board of Directors since the Company's inception in February 2014 and is Chair of Endo's Compensation & Human Capital Committee and a member of Endo's Audit & Finance Committee and Strategic Planning Committee. Mr. Montague served as Chief Executive Officer of Mark IV Industries, Inc. from 2004 until his retirement in 2008 and as Director from 1996 until 2008. He joined Mark IV Industries in 1972 as Treasurer/Controller, serving as Vice President of Finance from 1974 to 1986, then Executive Vice President and Chief Financial Officer from 1986 to 1996 and then as President from 1996 to 2004. Mr. Montague also served as a director of Gibraltar Industries, Inc. from 1993 until 2022, including serving as Chairman of the Board from June 2015 until December 2021 and as Chairman Emeritus from January 2022 until May 2022. From 2013 until 2014, Mr. Montague served as a director of Allied Motion Technologies Inc. From 2009 until February 2014, Mr. Montague was a director of Endo Health Solutions Inc. Mr. Montague is a Certified Public Accountant; he holds a Bachelor of Science degree in accounting and an M.B.A. from Wilkes University. Mr. Montague's qualifications to serve on the Board of Endo include, among others, his significant executive and leadership experience at manufacturing companies, including service as chief executive officer and membership on the board of directors of such companies, and financial expertise and experience, including service as a company's chief financial officer.

M. Christine Smith, Ph.D. was appointed to the Board of Directors in July 2020 and is a member of Endo’s Compensation & Human Capital Committee and Nominating, Governance & Corporate Responsibility Committee. Since November 2020, Dr. Smith has served as Senior Managing Director at Accenture. From 2017 to 2020, she served as the Global Vice President for Inclusion and Diversity at Apple. In 2017, prior to joining Apple, Dr. Smith served as interim head of human resources at Grail, a start-up cancer detection company, where she was responsible for creating the human resources function and accelerating talent acquisition and growth. From 2001 to 2017, Dr. Smith held various leadership roles within Deloitte, including Regional Managing Partner and head of the human capital and life sciences practices. Between 2010 and 2017, she was a member of Deloitte’s executive leadership team, responsible for defining and implementing the firm’s strategy and business, operations and international expansion plans for both industry sectors through a period of accelerated growth and expansion within the BRIC countries and the EMEA region. Dr. Smith holds a Bachelor of Arts from Loyola College in Baltimore, a Masters in Social Work from Rutgers University and a Doctorate from New York University. Dr. Smith’s qualifications to serve on the Board of Endo include, among others, her extensive knowledge of the life sciences industry and significant strategy development, leadership, data and analytics, and mergers and acquisitions experience.

Information about our Executive Officers

The following table sets forth, as of April 12, 2023, information about our executive officers:

Name	Age	Position and Offices
Blaise Coleman	49	President and Chief Executive Officer
Patrick Barry	55	Executive Vice President and President, Global Commercial Operations
Mark T. Bradley	54	Executive Vice President and Chief Financial Officer
Matthew J. Maletta	52	Executive Vice President, Chief Legal Officer and Company Secretary
James P. Tursi, M.D.	58	Executive Vice President, Global Research & Development

Blaise Coleman is discussed above under the heading “Information about our Directors.”

Patrick Barry was appointed Executive Vice President and President, Global Commercial Operations, effective April 2020. In this role, he has responsibility for the Company’s global commercial organization across each of Endo’s four reportable business segments, including Branded Pharmaceuticals, Sterile Injectables, Generic Pharmaceuticals and International Pharmaceuticals. He formerly served as Executive Vice President and Chief Commercial Officer, U.S. Branded Business since February 2018, after joining Endo in December 2016 as Senior Vice President, U.S. Branded Pharmaceuticals. Prior to joining Endo, Mr. Barry worked at Sanofi S.A. from 1992 until December 2016, holding roles of increasing responsibility in areas such as Sales Leadership, Commercial Operations, Marketing, Launch Planning and Training and Leadership Development. Most recently, he served at Sanofi S.A. as its General Manager and Head of North America General Medicines starting in September 2015 and as Vice President and Head of U.S. Specialty from April 2014 until August 2015. During this time, Mr. Barry oversaw three complex and diverse businesses with responsibility for leading sales and marketing activities for branded and generic products across the U.S. and Canada. He has a diverse therapeutic experience including aesthetics and dermatology, oncology, urology, orthopedics and medical device and surgical experience. He has an M.B.A. from Cornell University, Johnson School of Management and a B.A. in Public Relations and Marketing from McKendree University.

Mark T. Bradley was appointed Executive Vice President and Chief Financial Officer, effective March 2020. He previously served as Senior Vice President, Corporate Development & Treasurer since June 2017. Mr. Bradley joined Endo in January 2007 as a Finance Director and has held various positions of increasing responsibility since joining the Company. Prior to joining Endo, he spent nearly 7 years as a management consultant, most recently with Deloitte Consulting, providing a broad range of strategic and operational advice and services to senior executives across a number of industries. In addition, Mr. Bradley served as a Finance Director for an industrial products company for approximately 2 years. He spent the first 5 years of his career in public accounting at Ernst & Young LLP. Mr. Bradley is a licensed Certified Public Accountant and holds a Bachelor of Science degree in Accounting from Saint Joseph’s University and a Master of Business Administration from The University of Texas at Austin.

Matthew J. Maletta was appointed Executive Vice President and Chief Legal Officer, effective May 2015, where he has global responsibility for all legal matters affecting the Company. He was also appointed Company Secretary, effective June 2020. Prior to joining Endo in 2015, Mr. Maletta served as Vice President, Associate General Counsel and Corporate Secretary of Allergan. In this position, he served as an advisor to the Chief Executive Officer and Board of Directors and supervised several large transactions, including the \$70 billion acquisition of Allergan by Actavis in 2015. Mr. Maletta also played a key role defending Allergan from an unsolicited takeover bid by Valeant Pharmaceuticals and Pershing Square Capital Management in 2014. Mr. Maletta joined Allergan in 2002 and during his tenure, held roles of increased responsibility, including serving as the lead commercial attorney for Allergan’s aesthetics businesses for several years and as Head of Human Resources in 2010. Prior to joining Allergan, Mr. Maletta was in private practice, focusing on general corporate matters, finance, governance, securities and transactions. He holds a B.A. degree in political science from the University of Minnesota, summa cum laude and Phi Beta Kappa, and a J.D. degree, cum laude, from the University of Minnesota Law School.

James P. Tursi, M.D. was appointed Executive Vice President, Global Research & Development, effective January 2022. In this role, Dr. Tursi is responsible for leading global research & development, medical affairs and regulatory operations. Prior to joining Endo, he held senior leadership roles at Ferring Pharmaceuticals U.S., Antares Pharmaceuticals and Aralez Pharmaceuticals. Prior to Aralez, Dr. Tursi was Chief Medical Officer and Vice President of Clinical R&D at Auxilium Pharmaceuticals until its acquisition by Endo in 2015. Dr. Tursi practiced medicine and surgery for over 10 years and created a medical education company, I Will Pass[®], which assisted physicians in the process of board certification. He performed his residency in Gynecology and Obstetrics at the Johns Hopkins Hospital, holds a Bachelor of Science degree in Chemistry and Biology from Ursinus College and a Doctor of Medicine degree from the Medical College of Pennsylvania. Dr. Tursi is a member of the Ideal Image Board of Directors. Previously, Dr. Tursi served as a member of the Agile Therapeutics, Inc. Board of Directors from October 2014 to October 2022.

Involvement in Certain Legal Proceedings

On August 16, 2022, Endo International plc, together with certain of its direct and indirect subsidiaries, filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code. Our bankruptcy proceedings are ongoing.

Code of Conduct

The Board maintains a Code of Conduct that applies to the Company's directors, executive officers (including its President and Chief Executive Officer and Executive Vice President and Chief Financial Officer) and other employees (the Endo Code). The Board also maintains a Code of Conduct for the Board of Directors (the Director Code). These codes are posted on the Company's website at www.endo.com. The Endo Code is available under "Our Responsibility—Corporate Compliance." The Director Code is available under "Investors/Media—Corporate Governance." Any waiver of either code for a director or executive officer of the Company, as applicable, may be made only by the Board or a committee of the Board. Such waivers and any amendments to either code will be disclosed on the Company's website if required by law or any applicable stock exchange rules. The Board reviews the Endo Code and the Director Code on an annual basis.

Audit & Finance Committee

The Company has a separately-designated standing audit committee (the Audit & Finance Committee) established in accordance with the applicable sections of the Exchange Act. The members of the Audit & Finance Committee include Mr. Cooke (who also serves as the committee's Chair), Mr. Barberio, Ms. Chao and Mr. Montague. The Board has determined that all members of the Audit & Finance Committee are "audit committee financial experts" as defined by the SEC regulations. Additionally, as further discussed in Item 13 below, the Board has affirmatively determined that all members of the Audit & Finance Committee are independent.

Item 11. Executive Compensation

Compensation of Executive Officers

Summary Compensation Table

The following table sets forth the compensation paid to or earned by our Named Executive Officers (NEOs). Our NEOs consist of our President and Chief Executive Officer and the two most highly compensated executive officers, in 2022, other than the President and Chief Executive Officer who were serving as executive officers as of December 31, 2022. Information for each NEO is included for each of the years ending December 31, 2022 and 2021 in which that individual met the definition of an NEO. For a complete understanding of the table, please read the footnotes and narrative discussion that follow the table.

Name and Principal Position	Year	Salary (\$)	Bonus \$(1)	Share Awards (\$) (2)	Non-Equity Incentive Plan Compensation (\$) (3)	All Other Compensation (\$) (4)	Total (\$)
Blaise Coleman	2022	\$ 978,296	\$ 11,850,000	\$ —	\$ —	\$ 21,551	\$ 12,849,847
<i>President and Chief Executive Officer</i>	2021	\$ 913,461	\$ 17,504,167	\$ 8,062,766	\$ 2,506,291	\$ 7,565	\$ 28,994,250
James P. Tursi, M.D.	2022	\$ 562,802	\$ 4,490,000	\$ 899,997	\$ 390,000	\$ 16,350	\$ 6,359,149
<i>Executive Vice President, Global Research & Development</i>							
Matthew J. Maletta	2022	\$ 702,948	\$ 3,517,470	\$ —	\$ —	\$ 29,900	\$ 4,250,318
<i>Executive Vice President, Chief Legal Officer and Company Secretary</i>	2021	\$ 666,039	\$ 5,559,333	\$ 1,985,971	\$ 767,693	\$ 29,631	\$ 9,008,667

(1) The amounts shown in this column for 2022 and 2021 include the following:

Name	Year	Prepayments of Long-Term Incentive Compensation (a)		Prepayments of Non-Equity Incentive Plan Compensation (a)		Prepayments of Previously-Outstanding Compensation Arrangements (a) (b)	Other (c)	Total (d)
		For 2023	For 2022	For 2023	For 2022			
Blaise Coleman	2022	\$ 10,350,000	\$ —	\$ 1,500,000	\$ —	\$ —	\$ —	\$ 11,850,000
	2021	\$ —	\$ 10,350,000	\$ —	\$ 1,387,500	\$ 3,787,500	\$ 1,979,167	\$ 17,504,167
James P. Tursi, M.D.	2022	\$ 1,800,000	\$ —	\$ 390,000	\$ —	\$ 2,050,000	\$ 250,000	\$ 4,490,000
Matthew J. Maletta	2022	\$ 3,020,050	\$ —	\$ 497,420	\$ —	\$ —	\$ —	\$ 3,517,470
	2021	\$ —	\$ 2,890,000	\$ —	\$ 476,000	\$ 1,279,167	\$ 914,166	\$ 5,559,333

(a) The amounts in these columns represent prepayments of certain compensation components that normally would have been earned, paid and/or granted subsequent to when the prepayments occurred. These prepayments, which were previously disclosed, resulted in the acceleration of reporting (into the years in which the prepayments occurred) of certain compensation components which, had they adhered to the normal compensation timeline (as further described below), would have been reportable in one or more future years. As further discussed below, these prepayments were, and in certain cases remain, subject to various significant clawback and repayment obligations tied to both time- and performance-based criteria. The following table illustrates the impacts that the 2022 and 2021 prepayments had on reported 2022 compensation totals by comparing total 2022 compensation actually reported in the Summary Compensation Table to a hypothetical scenario whereby: (i) the amounts prepaid in both 2022 and 2021 were (or would have been) instead earned, paid and/or granted in adherence with Endo's normal compensation timeline (as further described below) and (ii) the amounts prepaid in respect of long-term incentive compensation were (or would have been) instead granted in the form of share awards with a grant date fair value equal to the amounts actually prepaid:

	Total 2022 Compensation Reported in Summary Compensation Table	Less: Amounts Reported in 2022 (Portion Normally Reportable in 2023 to 2025 or Not Otherwise Reportable in 2022) Due to 2022 Prepayments	Plus: Amounts Reported in 2021 (Portion Normally Reportable in 2022) Due to 2021 Prepayments for:			Amounts for 2022 Would Have Been Reported as Follows, After Considering Adjustments for Prepayments
			2022 Long-Term Incentive Compensation	2022 Non-Equity Incentive Plan Compensation	Previously-Outstanding Compensation Arrangements	
Blaise Coleman	\$ 12,849,847	\$ (11,850,000)	\$ 10,350,000	\$ 1,387,500	\$ 1,808,333	\$ 14,545,680
James P. Tursi, M.D.	\$ 6,359,149	\$ (4,090,000)	\$ —	\$ —	\$ —	\$ 2,269,149
Matthew J. Maletta	\$ 4,250,318	\$ (3,517,470)	\$ 2,890,000	\$ 476,000	\$ 578,333	\$ 4,677,181

The following table illustrates the impacts that the 2021 prepayments had on reported 2021 compensation totals by comparing total 2021 compensation actually reported in the Summary Compensation Table to a hypothetical scenario whereby the amounts prepaid in 2021 were (or would have been) instead earned, paid and/or granted in adherence with Endo's normal compensation timeline (as further described below):

	Total 2021 Compensation Reported in Summary Compensation Table	Less: Amounts Reported in 2021 (Portion Normally Reportable in 2022 to 2024 or Not Otherwise Reportable in 2021) Due to 2021 Prepayments	Amounts for 2021 Would Have Been Reported as Follows, After Considering Adjustments for Prepayments
Blaise Coleman	\$ 28,994,250	\$ (15,241,667)	\$ 13,752,583
Matthew J. Maletta	\$ 9,008,667	\$ (4,428,500)	\$ 4,580,167

For additional information on prepayments made in 2022 and 2021, refer to the "Narrative Discussion of Summary Compensation Table" section below, under the heading "Prepaid Incentive Compensation Program."

(b) The amounts in this column include cash prepayments in respect of previously awarded and outstanding Long-Term Cash (LTC) awards, continuity compensation arrangements and, in the case of Dr. Tursi, restricted stock units (RSUs) and cash compensation arrangements that were originally provided to Dr. Tursi in early 2022 in connection with commencement of employment with Endo. These RSUs, which were granted to Dr. Tursi on February 1, 2022, resulted in \$899,997 of 2022 compensation. This amount represents the grant date fair value of the RSUs, determined in accordance with *Accounting Standard Codification Topic 718—Stock Compensation* (ASC 718), and is reflected in the Share Awards column of the Summary Compensation Table. The aforementioned subsequent cash prepayment of these RSUs resulted in \$900,000 of additional reportable 2022 compensation for Dr. Tursi, which is reflected in the Bonus column of the Summary Compensation Table. Upon prepayment, the corresponding RSUs were cancelled. For additional information on the components of the amounts in this column, refer to the "Narrative Discussion of Summary Compensation Table" section below, under the heading "Prepaid Incentive Compensation Program."

(c) The amounts in this column, which exclude any amounts already reported in prepayment columns, include amounts earned in the ordinary course, prior to prepayment, in respect of outstanding LTC awards and continuity compensation arrangements, or, in the case of Dr. Tursi, cash compensation arrangements that were originally provided to Dr. Tursi in early 2022 in connection with commencement of employment with Endo.

(d) As further discussed in the "Narrative Discussion of Summary Compensation Table" section below, the prepayments in 2022 and 2021 also included: (i) for Dr. Tursi, the 2022 prepayment of \$390,000 for 2022 annual cash incentive compensation, and (ii) for Messrs. Coleman and Maletta, the 2021 prepayment of \$2,506,291 and \$767,693, respectively, for 2021 annual cash incentive compensation. The foregoing amounts are not included in these totals or the Bonus column of the Summary Compensation Table; they are instead reported in the Non-Equity Incentive Plan Compensation column of the Summary Compensation Table in 2022 and/or 2021, as applicable.

(2) The amounts shown in these columns represent grant date fair values determined in accordance with ASC 718. During the periods presented above, equity awards granted included RSUs, market-based performance share units (PSUs) measured based on the Company's relative Total Shareholder Return (as defined in the applicable award agreements) performance (referred to as TSR-based PSUs) and performance-based PSUs measured based on the Company's Adjusted Free Cash Flow (as defined in the applicable award agreements) performance (referred to as FCF-based PSUs). RSUs are valued based on the closing price of Endo's ordinary shares on the date of grant. TSR-based PSUs are valued using a Monte-Carlo variant valuation model that takes into account a variety of potential future share prices for Endo as well as our peer companies in a selected market index. FCF-based PSUs are valued taking into consideration the probability of achieving the specified performance goal. Refer to the "Share-Based Compensation" footnotes to our audited financial statements included in the Endo International plc Annual Reports on Form 10-K for 2022 and 2021 for the assumptions used in valuing and expensing these awards in accordance with ASC 718.

(3) The amounts shown in this column represent cash amounts prepaid in 2022 and 2021 in respect of the Company's annual incentive compensation program related to 2022 and 2021 performance, respectively. For additional information on prepayments made in 2022 and 2021, refer to the "Narrative Discussion of Summary Compensation Table" section below, under the heading "Prepaid Incentive Compensation Program."

(4) The amounts shown in this column for 2022 include the items summarized in the table that follows:

	Perquisites & Other Personal Benefits (a)	Registrant Contributions to Defined Contribution Plans (b)	Total
Blaise Coleman	\$ 9,351	\$ 12,200	\$ 21,551
James P. Tursi, M.D.	\$ 5,273	\$ 11,077	\$ 16,350
Matthew J. Maletta	\$ 17,700	\$ 12,200	\$ 29,900

(a) The total value of all perquisites and personal benefits for each NEO did not exceed \$10,000, except for the amount shown for Mr. Maletta, which consists of \$15,000 for financial and/or legal services, \$2,600 for costs associated with executive physicals and \$100 for miscellaneous other amounts.

(b) Represents the employer's contributions to defined contribution retirement plans.

Narrative Discussion of Summary Compensation Table

Employment Agreements

On February 19, 2020, the Company entered into an executive employment agreement with Mr. Coleman, which was effective March 6, 2020 and had a term of three years. On August 13, 2022, this employment agreement was amended to extend the end of its term to March 31, 2024.

On December 15, 2021, the Company entered into an executive employment agreement with Dr. Tursi, which was effective January 18, 2022 and has a term of three years.

On November 4, 2020, the Company entered into an executive employment agreement with Mr. Maletta, which was effective February 13, 2021 and had a term of three years. On August 13, 2022, this employment agreement was amended to extend the end of its term to March 31, 2024.

The NEO employment agreements generally provide for: (i) an initial specified base salary amount; (ii) eligibility, subject to the achievement of certain performance targets, for an initial specified target amount, expressed as a percentage of base salary, of annual non-equity incentive plan compensation; and (iii) eligibility, subject to the achievement of certain performance targets, for an initial specified target amount, expressed as a percentage of base salary, of annual long-term incentive compensation, except for Mr. Coleman's agreement, which provides that he will be eligible for annual long-term incentive compensation amounts commensurate with his position as Chief Executive Officer (as determined in the sole discretion of the Compensation & Human Capital Committee). Each NEO's employment agreement provides that these initial compensation amounts are subject to adjustments during the term of the employment agreement. Refer to the discussion below under the heading "Prepaid Incentive Compensation Program" for information about the amounts in effect during 2022.

Mr. Coleman's agreement also provided, in connection with his March 2020 appointment as President and Chief Executive Officer of Endo, for a long-term incentive compensation award with a targeted grant date fair market value of \$4,000,000, consisting of: (i) 50% PSUs, which were initially scheduled to vest on March 6, 2023, subject to certain continued service conditions, and (ii) 50% LTC awards, which were initially scheduled to vest ratably over three years at a rate of one-sixth of the total LTC award amount on each six-month anniversary of the grant date, subject to certain continued service conditions. Refer to the discussion below under the heading "Prepaid Incentive Compensation Program" for information about how this program affected these amounts for Mr. Coleman. Additionally, on March 3, 2023, in connection with the Company's ongoing bankruptcy proceedings, the Company took action to reject all outstanding stock option agreements, restricted stock award agreements and performance award agreements, including those applicable to the aforementioned PSUs.

Dr. Tursi's agreement also provided, in connection with his commencement of employment in early 2022, for the following compensation: (i) the payment of a cash sign-on bonus of \$500,000, which was initially scheduled to be paid in two equal installments of \$250,000 in each of 2022 and, subject to certain continued service conditions, 2023 and (ii) a long-term incentive compensation award with a targeted grant date fair market value of \$1,800,000, consisting of: (a) 50% RSUs, which were initially scheduled to vest ratably over three years at a rate of one-third of the total RSU award amount on each anniversary of the grant date, subject to certain continued service conditions, and (b) 50% LTC awards, which were initially scheduled to vest ratably over three years at a rate of one-sixth of the total LTC award amount on each six-month anniversary of the grant date, subject to certain continued service conditions. Refer to the discussion below under the heading "Prepaid Incentive Compensation Program" for information about how this program affected these amounts for Dr. Tursi.

Each of the NEOs is entitled to receive benefits during the term of their employment on the same basis as other similarly-situated executives.

The payments and benefits to be received by each of the NEOs upon certain terminations of employment are governed by each NEO's employment agreement, individual award agreements, the respective equity plan(s) to which each award relates and/or any other applicable compensatory arrangements. These payments and benefits and the triggering events are further described below under the heading "Potential Payments Upon Termination or Change in Control."

Mr. Coleman's employment agreement includes a 24-month non-competition covenant, a 24-month non-solicitation covenant, a non-disparagement covenant and a covenant providing for cooperation by Mr. Coleman in connection with any investigations and/or litigation. Dr. Tursi's and Mr. Maletta's employment agreements each contain a 12-month non-competition covenant, a 12-month non-solicitation covenant, a non-disparagement covenant and a covenant providing for cooperation by each respective NEO in connection with any investigations and/or litigation.

The foregoing descriptions of the NEO employment agreements do not purport to be complete and are qualified in their entirety by the full text of the employment agreements.

Upon termination of employment, the Company may enter into written separation agreements with NEOs. The purpose of these agreements is to provide the Company and the NEOs with certainty regarding post-termination protections and obligations.

Prepaid Incentive Compensation Program

As previously disclosed, as part of the Company's contingency planning efforts and in an effort to encourage management continuity, the Board, in consultation with Alvarez & Marsal, authorized a program (the Prepaid Incentive Compensation Program), pursuant to which, in November 2021, July 2022 and August 2022, certain compensation components were prepaid to the Company's NEOs and certain other key employees. The NEO prepayments are further discussed below. Refer to footnotes (1) and (3) to the Summary Compensation Table for information about how the 2022 and 2021 prepayments are reflected in the Summary Compensation Table.

Prepayment Made in Respect of:	Name	Amounts Paid:			Year of Prepayment (When Reported in Summary Compensation Table)	Normal Compensation Timeline for Summary Compensation Table, if Not for Prepayment	Vesting Date(s) (1)
		Time-Based Component	Performance-Based Component	Total			
Long-Term Incentive Compensation for 2022	Blaise Coleman	\$ 6,210,000	\$ 4,140,000	\$ 10,350,000	2021	2022 (2)	31-Dec 22
	Matthew J. Maletta	\$ 1,734,000	\$ 1,156,000	\$ 2,890,000	2021	2022 (2)	31-Dec 22
Long-Term Incentive Compensation for 2023	Blaise Coleman	\$ 6,210,000	\$ 4,140,000	\$ 10,350,000	2022	2023 (2)	Various (3)
	James P. Tursi, M.D.	\$ 1,080,000	\$ 720,000	\$ 1,800,000	2022	2023 (2)	Various (3)
	Matthew J. Maletta	\$ 1,812,030	\$ 1,208,020	\$ 3,020,050	2022	2023 (2)	Various (3)
Non-Equity Incentive Plan Compensation for 2021	Blaise Coleman	\$ 2,506,291	\$ —	\$ 2,506,291	2021	2021	01-Mar 22
	Matthew J. Maletta	\$ 767,693	\$ —	\$ 767,693	2021	2021	01-Mar 22
Non-Equity Incentive Plan Compensation for 2022	Blaise Coleman	\$ 832,500	\$ 555,000	\$ 1,387,500	2021	2022	31-Dec 22
	James P. Tursi, M.D.	\$ 234,000	\$ 156,000	\$ 390,000	2022	2022	01-Mar 23
	Matthew J. Maletta	\$ 285,600	\$ 190,400	\$ 476,000	2021	2022	31-Dec 22
Non-Equity Incentive Plan Compensation for 2023	Blaise Coleman	\$ 900,000	\$ 600,000	\$ 1,500,000	2022	2023	Various (3)
	James P. Tursi, M.D.	\$ 234,000	\$ 156,000	\$ 390,000	2022	2023	Various (3)
	Matthew J. Maletta	\$ 298,452	\$ 198,968	\$ 497,420	2022	2023	Various (3)
Previously-Outstanding Continuity Compensation Arrangements	Blaise Coleman	\$ 283,333	\$ —	\$ 283,333	2021	2021	15-Dec 21
	Matthew J. Maletta	\$ 216,667	\$ —	\$ 216,667	2021	2021	15-Dec 21
Previously-Outstanding LTC Awards	Blaise Coleman	\$ 3,504,167	\$ —	\$ 3,504,167	2021	2022-2024 (4)	2022-2024 (4)
	James P. Tursi, M.D.	\$ 900,000	\$ —	\$ 900,000	2022	2022-2025 (4)	31-Dec 22
	Matthew J. Maletta	\$ 1,062,500	\$ —	\$ 1,062,500	2021	2022-2024 (4)	2022-2024 (4)
Previously-Outstanding RSUs Associated with Commencement of Employment	James P. Tursi, M.D.	\$ 900,000	\$ —	\$ 900,000	2022	n/a (5)	31-Dec 22
Previously-Outstanding Cash Compensation Associated with Commencement of Employment	James P. Tursi, M.D.	\$ 250,000	\$ —	\$ 250,000	2022	2023	31-Dec 22

(1) The amounts prepaid were, and in certain cases remain, subject to various significant clawback and repayment obligations designed to function as an incentive and retention mechanism. Specifically, upon the date of prepayment, amounts were generally subject to repayment by each NEO should the NEO voluntarily resign employment without good reason or be terminated for cause prior to certain specified dates (each such date a Vesting Date). Clawback and repayment obligations for each prepaid compensation component have lapsed or will lapse upon the applicable Vesting Dates or, if earlier, upon a "Qualifying Termination." For purposes of the Prepaid Incentive Compensation Program, a "Qualifying Termination" generally means: (i) the termination of the employee's employment: (a) by the Company or its subsidiary other than for cause; (b) due to resignation by the employee for good reason; or (c) due to the employee's death or disability; or (ii) a transfer of employment to a buyer in connection with a sale or other divestiture of all or any portion of the Company assets, in each case, subject to execution of a general release of claims in favor of the Company and its affiliates.

(2) This timing assumes that the amounts prepaid in respect of long-term incentive compensation were (or would have been) instead granted in the form of share awards with a grant date fair value equal to the amounts actually prepaid.

(3) These prepaid amounts generally vest, as described in footnote (1) above, on: (i) March 1, 2024 with respect to the performance-based component and (ii) December 31, 2023 with respect to the time-based component.

(4) For prepayments made in respect of outstanding LTC awards, the vesting schedules set forth in the original, underlying LTC award agreements, which are summarized below, represent the dates on which the amounts prepaid: (i) would normally have been reportable in the Summary Compensation Table if not for prepayment and (ii) for Messrs. Coleman and Maletta, vested or will vest as described in footnote (1) above. These vesting schedules include: (i) for Mr. Coleman, \$1,808,333, \$1,300,000 and \$395,834 in 2022, 2023 and 2024, respectively; for Dr. Tursi, \$150,000, \$300,000, \$300,000 and \$150,000 in 2022, 2023, 2024 and 2025, respectively; and (iii) for Mr. Maletta, \$578,333, \$386,667 and \$97,500 in 2022, 2023 and 2024, respectively.

(5) As noted above, these RSUs, which were granted to Dr. Tursi on February 1, 2022, resulted in \$899,997 of 2022 compensation. This amount represents the grant date fair value of the RSUs, determined in accordance with ASC 718, and is reflected in the Share Awards column of the Summary Compensation Table. The aforementioned subsequent cash prepayment of these RSUs resulted in \$900,000 of additional reportable 2022 compensation for Dr. Tursi, which would not have otherwise been reflected in the Summary Compensation Table in 2022 or any other period. Upon prepayment, the corresponding RSUs were cancelled.

Amounts Prepaid in Respect of Long-Term Incentive Compensation. Each NEO’s employment agreement generally provides the opportunity for annual long-term incentive compensation awards to be granted based on the achievement of certain performance targets set by the Compensation & Human Capital Committee. For each NEO except Mr. Coleman, award values are generally calculated as the product of the NEO’s base salary amount and a target percentage (expressed as percentage of base salary), subject to certain discretionary adjustments. Mr. Coleman’s award values are determined at the sole discretion of the Compensation & Human Capital Committee. Amounts for 2022 and 2023 were impacted by the Prepaid Incentive Compensation Program. The calculations of amounts prepaid in respect of long-term incentive compensation in 2022 and 2021, which reflect the terms of the Prepaid Incentive Compensation Program, are set forth in the following table.

Prepayment Made in Respect of:	Name	Applicable Base Salary	Target Percentage	Actual Payment (Prepaid as Described Above)
Long-Term Incentive Compensation for 2022	Blaise Coleman	\$ 925,000	Committee Discretion	\$ 10,350,000
	Matthew J. Maletta	\$ 680,000	425 %	\$ 2,890,000
Long-Term Incentive Compensation for 2023	Blaise Coleman	\$ 1,000,000	Committee Discretion	\$ 10,350,000
	James P. Tursi, M.D.	\$ 600,000	300 %	\$ 1,800,000
	Matthew J. Maletta	\$ 710,600	425 %	\$ 3,020,050

Amounts Prepaid in Respect of Non-Equity Incentive Plan Compensation. Each NEO’s employment agreement generally provides the opportunity for an annual cash-based incentive compensation payment based on the achievement of certain performance targets set by the Compensation & Human Capital Committee. For each NEO, target payments are generally calculated as the product of the NEO’s base salary amount and a target percentage (expressed as percentage of base salary). Actual payments generally also reflect each NEO’s individual contributions, as well as the Company’s performance against pre-established scorecard objectives, as determined by the Compensation & Human Capital Committee. Amounts for 2021, 2022 and 2023 were impacted by the Prepaid Incentive Compensation Program. The calculations of amounts prepaid in respect of non-equity incentive plan compensation in 2022 and 2021, which reflect the terms of the Prepaid Incentive Compensation Program, are set forth in the following table.

Prepayment Made in Respect of:	Name	Applicable Base Salary	Target Percentage	Approximate Adjustment for Individual Contributions and Company Performance (1)	Actual Payment (Prepaid as Described Above)
Non-Equity Incentive Plan Compensation for 2021	Blaise Coleman	\$ 925,000	150 %	180.63 %	\$ 2,506,291
	Matthew J. Maletta	\$ 680,000	70 %	161.28 %	\$ 767,693
Non-Equity Incentive Plan Compensation for 2022 (2)	Blaise Coleman	\$ 925,000	150 %	100.00 %	\$ 1,387,500
	James P. Tursi, M.D.	\$ 600,000	65 %	100.00 %	\$ 390,000
	Matthew J. Maletta	\$ 680,000	70 %	100.00 %	\$ 476,000
Non-Equity Incentive Plan Compensation for 2023	Blaise Coleman	\$ 1,000,000	150 %	100.00 %	\$ 1,500,000
	James P. Tursi, M.D.	\$ 600,000	65 %	100.00 %	\$ 390,000
	Matthew J. Maletta	\$ 710,600	70 %	100.00 %	\$ 497,420

(1) Amounts prepaid in respect of non-equity incentive plan compensation for 2021 were based upon an interim assessment of the Company’s scorecard objectives and reflected each NEO’s individual performance and contributions in 2021. Amounts prepaid in respect of non-equity incentive plan compensation for 2022 and 2023 were paid at target levels.

(2) In February 2023, the Compensation & Human Capital Committee determined, based on the Company’s achievement of its 2022 scorecard objectives and certain other factors, that 2022 non-equity incentive plan compensation would generally be paid out to employees at approximately 120% of target, further adjusted for each eligible employee based on 2022 individual contributions and performance. However, pursuant to the terms of the Prepaid Incentive Compensation Program, the NEOs and other employees who received prepayments in respect of 2022 non-equity incentive plan compensation were not eligible for payments in addition to the original prepayments, which were calculated at 100% of target.

Amounts Prepaid in Respect of Previously-Outstanding Compensation Arrangements. On each of the prepayment dates, any cash compensation due to the NEOs under previously-outstanding compensation arrangements were prepaid. Prepayments made in 2022 and 2021 reflected the value of unvested and/or unearned compensation associated with then-outstanding LTC awards, continuity compensation arrangements and, in the case of Dr. Tursi, RSUs and cash compensation arrangements that were originally provided to Dr. Tursi in early 2022 in connection with commencement of employment with Endo.

Time-Based Component. As set forth in the table above, pursuant to the Prepaid Incentive Compensation Program, portions of the amounts prepaid in 2022 and 2021 were deemed to be “time-based” components, with any unvested portions generally subject to repayment by each NEO should the NEO voluntarily resign employment without good reason or be terminated for cause prior to the Vesting Dates, which are set forth in the table above. Refer to footnote (1) to the table at the beginning of this “Prepaid Incentive Compensation Program” section for additional information. Immediately after the December 31, 2022 Vesting Date, the total remaining amounts subject to clawback and repayment obligations if no future time-based requirements are met included \$13,545,834 for Mr. Coleman, \$2,580,000 for Dr. Tursi and \$4,001,637 for Mr. Maletta.

Performance-Based Component. As set forth in the table above, pursuant to the Prepaid Incentive Compensation Program, portions of the amounts prepaid in 2022 and 2021 were deemed to be “performance-based” components. These components are or were generally subject to: (i) the same time-based repayment provisions as the “time-based” components and (ii) certain performance-based repayment provisions, which are summarized below:

- The performance-based provisions applicable to amounts prepaid in respect of long-term incentive compensation and non-equity incentive plan compensation for 2023 are subject to the Company’s achievement against certain 2023 objectives, as determined by the Compensation & Human Capital Committee. If the applicable 2023 objectives are achieved at target level or greater, the related performance-based component will generally be deemed to be earned and will no longer be subject to repayment. If the applicable 2023 objectives are achieved below threshold level, the related performance-based component will generally be subject to full repayment. If the applicable 2023 objectives are achieved between threshold and target level, between 50% and 100% of the related performance-based component will generally be deemed to be earned and will no longer be subject to repayment.
- The performance-based provisions applicable to amounts prepaid in respect of long-term incentive compensation and non-equity incentive plan compensation for 2022 were subject to the Company’s achievement against certain 2022 objectives, as determined by the Compensation & Human Capital Committee. During the first quarter of 2023, the Compensation & Human Capital Committee determined that applicable 2022 objectives were achieved at target level or greater. As a result, and due to the fact that all corresponding Vesting Dates had passed, the related performance-based components were deemed to be fully earned and no longer subject to repayment.

Immediately after the December 31, 2022 Vesting Date, the total remaining amounts subject to clawback and repayment obligations if all future time-based requirements are met but 2023 objectives are achieved below threshold levels included \$4,740,000 for Mr. Coleman, \$1,032,000 for Dr. Tursi and \$1,406,988 for Mr. Maletta.

Potential Outperformance Bonus. Pursuant to the Prepaid Incentive Compensation Program, each NEO is also eligible to receive an additional bonus (the Outperformance Bonus), subject to the Company’s achievement against certain 2023 objectives, as determined by the Compensation & Human Capital Committee. Specifically, if the applicable 2023 objectives are achieved between the target and stretch level, each NEO will generally be entitled to an Outperformance Bonus equal to between 0% and 100% of the corresponding performance-based component related to amounts prepaid in 2022. In order to receive the Outperformance Bonus, each NEO must also still be employed by the Company or any of its subsidiaries (or successors thereto) on March 1, 2024.

Additional Compensation Components

The Company’s current practice is to limit use of perquisites. Refer to the footnotes to the Summary Compensation Table for additional information about perquisites provided to the NEOs in 2022.

The NEOs are eligible to participate in the Company’s 401(k) plan. Additionally, through December 31, 2021, the Company offered two executive retirement programs including the 401(k) Restoration Plan and the Executive Deferred Compensation Plan. These plans are further described below. Both of the executive retirement plans became effective January 1, 2008, were amended from time to time and have been suspended since January 1, 2022.

401(k) Plan. The Company maintains a defined contribution 401(k) plan covering all U.S.-based eligible employees, including the NEOs. The Company matches 100% of the first 3% of eligible cash compensation that a participant contributes to the plan, plus 50% of the next 2% for a total of up to 4%, subject to statutory limitations.

401(k) Restoration Plan. The purpose of the 401(k) Restoration Plan was to provide eligible employees with the opportunity to defer a portion of their compensation on a tax-favored basis in parity with the tax benefit provided under the qualified 401(k) plan. The 401(k) Restoration Plan allowed eligible employees whose compensation exceeded the Section 401(a)(17) amount in the Internal Revenue Code (or other criteria set by the Compensation & Human Capital Committee), including NEOs, to defer eligible pay after such individual’s contribution to the Company’s existing qualified 401(k) plan exceeded the maximum. The Company did not fund employer matching contributions in the 401(k) Restoration Plan.

Any amount in an individual’s 401(k) Restoration Plan account would be paid to such individual at termination of employment or following the elected specified payment date. Individuals who elected to defer their eligible pay under the 401(k) Restoration Plan deferred federal and state (to the extent allowed by state law) taxes until paid.

Executive Deferred Compensation Plan. The Executive Deferred Compensation Plan permitted executives to elect to defer up to 100% of the following year’s long-term incentive compensation granted in RSUs (that settle in shares of the Company’s stock).

Any deferral of RSUs would delay the imposition of federal and state (as allowed under state laws) taxes. The taxable event, which would normally apply when RSUs vest, would instead be delayed until the deferred RSUs were settled in shares. The Executive Deferred Compensation Plan permitted RSUs to be deferred to a specified payment date on which the elected disbursement(s) under the participant’s account would commence. The value of the compensation an executive would receive upon the share delivery would be based on the value of the Company’s shares on the date the deferral was delivered to the executive, and the executive would be responsible for the federal and state taxes at that time.

The Executive Deferred Compensation Plan also allowed executives to defer up to 50% of their annual incentive compensation awards. When executives would make their irrevocable election to defer cash incentive compensation, they would also elect a specified payment date on which the elected disbursement(s) under the participant's account would commence.

Outstanding Equity Awards at December 31, 2022

The following table summarizes the number of securities underlying outstanding plan awards for the NEOs at December 31, 2022. Amounts in this table and the related footnotes do not include any options and awards for which a grant date has not yet occurred in accordance with ASC 718. As noted above, on March 3, 2023, in connection with the Company's ongoing bankruptcy proceedings, the Company took action to reject all outstanding stock option agreements, restricted stock award agreements and performance award agreements, including all of the option awards and stock awards included in the table below.

Name	Option Awards					Stock Awards			
	Number of Securities Underlying Unexercised Options Exercisable (#)	Number of Securities Underlying Unexercised Options (#)	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (\$/Share)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)(1)	Market Value of Shares or Units of Stock That Have Not Vested (\$)(2)	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested (#)(1)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested (\$)(3)
Blaise Coleman	260,416	—	—	\$ 7.55	10-Aug 27	—	\$ —	—	\$ —
	74,404	—	—	\$ 13.19	21-Feb 27	—	\$ —	—	\$ —
	20,246	—	—	\$ 14.30	16-May 26	—	\$ —	—	\$ —
	5,063	—	—	\$ 50.22	23-Feb 26	—	\$ —	—	\$ —
	—	—	—	\$ —	—	226,514	\$ 15,856	—	\$ —
Matthew J. Maletta	260,416	—	—	\$ 7.55	10-Aug 27	—	\$ —	1,342,584	\$ 93,981
	72,278	—	—	\$ 13.19	21-Feb 27	—	\$ —	—	\$ —
	19,140	—	—	\$ 50.22	23-Feb 26	—	\$ —	—	\$ —
	17,394	—	—	\$ 61.22	31-Dec 25	—	\$ —	—	\$ —
	13,403	—	—	\$ 86.54	29-Apr 25	—	\$ —	—	\$ —
	—	—	—	\$ —	—	55,793	\$ 3,906	—	\$ —
—	—	—	\$ —	—	—	\$ —	417,381	\$ 29,217	

(1) These amounts consisted of the following PSUs and RSUs:

Name	Grant Date	Performance Share Units		Restricted Stock Units	
		Number of Unearned Shares, Units or Other Rights That Have Not Vested	Vest Dates	Number of Shares or Units of Stock That Have Not Vested	Vest Dates (Percentages Refer to Quantity Originally Granted)
Blaise Coleman	06-Mar 20	663,042	06-Mar 23	—	—
	05-Mar-21	679,542	05-Mar 24	226,514	33-1/3% on each of 05-Mar 2022, 23 and 24
Matthew J. Maletta	06-Mar 20	250,000	06-Mar 23	—	—
	05-Mar-21	167,381	05-Mar 24	55,793	33-1/3% on each of 05-Mar 2022, 23 and 24

(2) These values were calculated by multiplying the number of unvested RSUs by the closing price of Endo's ordinary shares of \$0.07 per share on December 31, 2022.

(3) These values were calculated by multiplying the number of shares that would be earned pursuant to unvested PSUs at target performance levels by the closing price of Endo's ordinary shares of \$0.07 per share on December 31, 2022. The actual number of shares that could have been earned from PSUs as of December 31, 2022 was between 0% and 200% of the target performance levels depending on performance in relation to the terms of the PSUs.

Potential Payments Upon Termination or Change in Control

Notwithstanding any limitations that may be imposed as a result of our ongoing bankruptcy proceedings, the following section describes potential payments to the NEOs upon termination as if such event(s) took place on December 31, 2022. This summary does not include potential payments to NEOs for compensation components that had already been prepaid as of December 31, 2022 pursuant to the Prepaid Incentive Compensation Program, which is further discussed above.

The payments and benefits to be received by each of the NEOs upon certain terminations of employment are governed by each NEO's employment agreement, individual award agreements, the respective equity plan(s) to which each award relates and/or any other applicable compensatory arrangements.

Cash Separation Payment. Upon termination for Death or Disability (as defined in the applicable agreements), the NEOs would not be entitled to a cash separation payment as of December 31, 2022 because the relevant amounts provided for in each NEO's employment agreement had already been prepaid as of December 31, 2022 pursuant to the Prepaid Incentive Compensation Program.

For Dr. Tursi and Mr. Maletta, in the event of a Termination by the Company Without Cause or by Executive for Good Reason (as defined in the applicable agreements), subject to the respective NEO executing and not revoking a release of claims, each NEO would be entitled to a cash separation payment in an amount equal to two times the sum of the NEO's current base salary and target annual non-equity incentive plan compensation, payable in a lump-sum. For Mr. Coleman, the payment terms in the prior sentence would also generally apply except, if such termination were to occur within 24 months following a Change in Control (as defined in the applicable agreement), Mr. Coleman would receive three times the sum of his current base salary and target annual non-equity incentive plan compensation.

Health and Welfare and Life Insurance Benefits. For Dr. Tursi and Mr. Maletta, in the event of a termination for Disability, a Termination by the Company Without Cause or by Executive for Good Reason, subject to the respective NEO executing and not revoking a release of claims, health and welfare benefits, including medical, dental and vision, as well as life insurance benefits would continue to be provided on a monthly basis to each NEO (and his eligible dependents, if applicable) for a period of 24 months subsequent to the termination date. For Mr. Coleman, the payment terms in the prior sentence would also generally apply except, if such termination were to occur within 24 months following a Change in Control, benefits would be continued for 36 months.

In the event of a termination for Death, each NEO's eligible descendants would receive 24 months of continued health and welfare benefits, including medical, dental and vision.

Disability Insurance Benefits. For each of the NEOs, upon Disability, disability insurance benefits would be paid to the NEO equal to the excess of 24 months' base salary over his respective disability benefits.

Acceleration of Equity Awards. The provisions governing acceleration of outstanding equity awards as of December 31, 2022 are as follows:

- Upon a termination for Cause (as defined in the applicable agreements) or a voluntary resignation—for each NEO, all unvested equity would be forfeited.
- Upon a termination for Death—for each NEO, any outstanding and unvested stock options, PSUs and RSUs would accelerate and become immediately vested and, if applicable, exercisable. PSUs would be deemed to be earned at target performance levels.
- Upon a termination for Disability—for each NEO, none of the respective outstanding and unvested equity awards would accelerate; rather, any unvested equity awards would continue to vest in accordance with the applicable terms.
- Upon a Change in Control (as defined in the applicable agreements)—for each NEO, outstanding and unvested stock options, PSUs and RSUs would not accelerate upon a Change in Control without termination as these awards require a “double trigger” in order for such awards to accelerate and become immediately vested and, if applicable, exercisable. Generally, with respect to each outstanding equity award that is not assumed or substituted in connection with a Change in Control, (i) such equity award would become fully vested and, if applicable, exercisable; (ii) the restrictions and conditions applicable to any such equity award would lapse; and (iii) PSUs would be settled based on the greater of actual performance and target performance.
- Upon a Termination by the Company Without Cause or by Executive for Good Reason—Mr. Coleman's initial PSUs granted in connection with his March 2020 appointment as President and Chief Executive Officer would accelerate and become immediately vested at target levels at the time of termination. All other PSUs granted to NEOs would accelerate and become immediately vested on a pro-rated basis for service actually completed during the performance period based upon actual performance levels.
- Upon a Termination by the Company Without Cause or by Executive for Good Reason Following a Change in Control—for each NEO, any outstanding and unvested stock options, PSUs and RSUs would accelerate and become immediately vested and, if applicable, exercisable. PSUs would be deemed to be earned at the greater of actual or target performance levels.

Notwithstanding the foregoing, as noted above, on March 3, 2023, in connection with the Company's ongoing bankruptcy proceedings, the Company took action to reject all outstanding stock option agreements, restricted stock award agreements and performance award agreements. Following this action, there are currently no remaining equity awards eligible for acceleration.

Accrued, Unpaid Compensation. In addition to the amounts above, upon termination, each NEO would be entitled to any earned or accrued but unpaid compensation as of the termination date.

Compensation of Non-Employee Directors

The Compensation & Human Capital Committee annually reviews compensation for each non-employee director and makes adjustments, as appropriate. The Company offers a compensation package that is intended to align with competitive pay levels. Directors who are employees of the Company generally receive no additional compensation for their services as directors or as members of Board committees. Details on the compensation arrangements for Endo's non-employee directors are summarized below under the headings “Annual Cash Retainer” and “Annual Equity Retainer.”

In November 2021, in connection with the Company's contingency planning efforts, the Compensation & Human Capital Committee approved changes to the compensation of non-employee directors, which are summarized below:

- The \$300,000 equity retainer was eliminated and the annual cash retainer was increased by \$300,000 to \$450,000, effective with the 2022 compensation cycle.
- The frequency of Board cash retainer payments was changed, effective with the 2022 compensation cycle, from one annual payment scheduled for the first trading day following the Annual General Meeting of Shareholders to four quarterly payments scheduled for prepayment each quarter on or before the last calendar day of the preceding quarter.
- A monthly cash retainer of \$15,000 was added for serving as the Chair of the Strategic Planning Committee (to be paid quarterly as further described herein), effective beginning in November 2021.
- A monthly cash retainer of \$10,000 was added for membership on the Strategic Planning Committee (to be paid quarterly as further described herein), effective beginning in November 2021.
- A meeting fee of \$2,500 was added for attendance of special meetings of the Board, excluding regularly scheduled meetings, other than those in Ireland.

These changes were primarily made to, among other things: (i) manage share utilization levels given reductions in the Company's share price; (ii) make updates based on the Company's contingency planning efforts; and (iii) compensate for the newly chartered Strategic Planning Committee.

Following the changes described above, the compensation cycle for non-employee directors runs from January 1st through December 31st of each year, with quarterly payments scheduled for prepayment each quarter on or before the last calendar day of the preceding quarter. The compensation package for non-employee directors, including the changes described above, is further described below.

Annual Cash Retainer

Non-employee directors are entitled to receive a cash retainer based on their service on the Board, as well as for their roles on certain committees of the Board. The amounts that non-employee directors were entitled to receive for 2022 service and will be entitled to receive for 2023 service, which reflect the changes to the director compensation program described above, are set forth in the following table:

Purpose	Amount
For membership on the Board of Directors	\$450,000 per year
For serving as the Chairman of the Board of Directors	\$150,000 per year
For serving as Chair of the Audit & Finance Committee	\$25,000 per year
For serving as Chair of the Compensation & Human Capital Committee	\$25,000 per year
For serving as Chair of the Nominating, Governance & Corporate Responsibility Committee	\$25,000 per year
For serving as Chair of the Compliance Committee	\$25,000 per year
For serving as Chair of the Strategic Planning Committee	\$15,000 per month
For membership on any of the Board's committees other than the Strategic Planning Committee (on a committee-by-committee basis)	\$15,000 per year
For membership on the Strategic Planning Committee (not applicable for the Chair)	\$10,000 per month

Meeting Fees

Non-employee directors are entitled to receive: (i) a fee of \$5,000 cash per trip to Ireland on Company business, other than for attending regularly scheduled meetings in Ireland and (ii) a fee of \$2,500 cash per meeting for attending special meetings of the Board, other than those in Ireland.

Annual Equity Retainer

For the 2021 compensation cycle, each non-employee director was entitled to receive an annual award of fully-vested ordinary shares having a grant date value equal to \$300,000. In acknowledgment of the Company's share utilization priorities and applicable plan limits, all or a portion of any annual equity retainer was permitted to be issued in the form of cash, subject to the Compensation & Human Capital Committee's discretion. Effective with the 2022 compensation cycle, the annual equity retainer has been eliminated and non-employee directors are no longer entitled to receive an annual award of fully-vested ordinary shares.

Directors Stock Election Plan

Under the Directors Stock Election Plan, non-employee directors were, through December 31, 2021, entitled to elect to have some or all of their cash retainer fees delivered in the form of Endo ordinary shares. The amount of shares was determined by dividing the portion of cash fees elected to be received as shares by the grant date fair market value on the day the payment would have otherwise been paid in cash. This plan was suspended effective January 1, 2022.

Additional Arrangements

The Company provides Irish tax return preparation services for certain non-employee directors and pays for or provides (or reimburses directors for out-of-pocket costs incurred for) transportation, hotel, food and other incidental expenses related to attending Board and committee meetings or participating in director education programs and other director orientation or educational meetings.

Insurance and Indemnification

The Company has retained directors and officers indemnification insurance coverage. This insurance covers non-employee directors and officers individually.

Non-Employee Director Compensation Table

The following table provides information concerning the compensation of the Company's non-employee directors paid during 2022 and includes any individual who received compensation as a non-employee director of the Company at any time during 2022. Directors who were employees of the Company during 2022 received no additional compensation for their service as directors or as members of Board committees. For a complete understanding of the following table, please read the disclosures that follow the table.

Name	Director Since	Fees Earned or Paid in Cash \$(1)	Stock Awards (\$)	All Other Compensation (\$)	Total (\$)
Mark G. Barberio	February 2020	\$ 840,000	\$ —	\$ —	\$ 840,000
Jennifer M. Chao	February 2021	\$ 480,000	\$ —	\$ —	\$ 480,000
Shane M. Cooke	July 2014	\$ 505,000	\$ —	\$ —	\$ 505,000
Nancy J. Hutson, Ph.D.	February 2014	\$ 505,000	\$ —	\$ —	\$ 505,000
Michael Hyatt	February 2014	\$ 625,000	\$ —	\$ —	\$ 625,000
William P. Montague	February 2014	\$ 625,000	\$ —	\$ —	\$ 625,000
M. Christine Smith, Ph.D.	July 2020	\$ 480,000	\$ —	\$ —	\$ 480,000

(1) The amounts in this column represent all cash retainer fees earned by or paid to each non-employee director during 2022.

The following table summarizes the aggregate number of stock awards, which consisted solely of RSUs, that were outstanding at December 31, 2022 for each non-employee director serving on the Board on such date. There were no option awards outstanding for any of the non-employee directors serving on the Board at December 31, 2022. As noted above, on March 3, 2023, in connection with the Company's ongoing bankruptcy proceedings, the Company took action to reject all outstanding stock option agreements, restricted stock award agreements and performance award agreements, including all of the RSUs included in the table below.

Name	Restricted Stock Units Outstanding at Fiscal Year End (#)	Value at Fiscal Year End \$(1)
Nancy J. Hutson, Ph.D.	6,515	\$ 456
William P. Montague	23,108	\$ 1,618

(1) Based upon the closing price on December 31, 2022 of \$0.07.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

Equity Compensation Plan Information

The following table sets forth aggregate information for the fiscal year ended December 31, 2022 regarding the Company's compensation plans, under which equity securities of Endo may be issued to employees and directors.

Plan Category	Column A	Column B	Column C
	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights (1)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in Column A)
Equity compensation plans approved by security holders	10,059,139	\$ 15.84	11,353,985
Equity compensation plans not approved by security holders	—	—	—
Total	10,059,139	\$ 15.84	11,353,985

(1) Excludes shares of RSUs, PSUs and long-term cash incentive awards to be settled in the Company's ordinary shares.

On March 3, 2023, in connection with the Company's ongoing bankruptcy proceedings, the Company took action to reject all outstanding stock option agreements, restricted stock award agreements and performance award agreements outstanding under the 2015 Stock Incentive Plan.

Security Ownership of Certain Beneficial Owners and Management

The following table, together with the corresponding footnotes, sets forth, as of April 12, 2023, the name, address and holdings of each person, including any “group” as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the Exchange Act), known by Endo to be the “beneficial owner” of more than 5% of the Company’s outstanding ordinary shares. The table also sets forth, as of April 12, 2023, the number of ordinary shares beneficially owned by each of the Company’s current directors and NEOs, and by all current directors and executive officers of the Company as a group. Footnote (1) below provides a brief explanation of what is meant by the term “beneficial ownership.”

Name of Beneficial Owner	Number of Ordinary Shares Beneficially Owned (#)(1)	Percentage of Class (%) (1)
Mark G. Barberio	38,187	*
Jennifer M. Chao	24,921	*
Blaise Coleman	422,066	*
Shane M. Cooke	100,034	*
Nancy J. Hutson, Ph.D.	109,625	*
Michael Hyatt	355,560	*
William P. Montague	98,917	*
M. Christine Smith, Ph.D.	32,819	*
Matthew J. Maletta	351,085	*
All current directors and executive officers of the Company as a group (12 persons)	1,804,402	*

* The percentage represents less than 1%.

(1) “Beneficial ownership” is a term broadly defined by the SEC in Rule 13d-3 under the Exchange Act. The term includes ownership of shares as to which a person, directly or indirectly, has or shares investment or voting power. For purposes of this table, a person or group of persons is deemed to have “beneficial ownership” of any shares as of April 12, 2023 that such person has the right to acquire within 60 days after April 12, 2023. However, as noted above, on March 3, 2023, in connection with the Company’s ongoing bankruptcy proceedings, the Company took action to reject all outstanding stock option agreements, restricted stock award agreements and performance award agreements. As a result, as of April 12, 2023, none of the persons or groups of persons in the table above have the right to acquire any shares within 60 days. Additionally, the amounts in this table do not reflect any future grants. As a result, the beneficial ownership amounts in the table above relate solely to ordinary shares owned, directly or indirectly. The amounts for Mr. Montague include 10,000 shares held by a limited liability company for which he has shared voting power and shared dispositive power. Excluding these amounts, the owners listed above have sole voting power and sole dispositive power with respect to their ordinary shares.

Item 13. Certain Relationships and Related Transactions, and Director Independence

Transactions with Related Persons

Robert Campanelli is Vice President, Strategic Projects at Par Pharmaceutical, Inc., an indirect subsidiary of the Company. Mr. Campanelli joined Par Pharmaceutical Inc. in 2003 as a senior product manager and has worked in ascending areas of responsibility since that time. He is the brother of Paul Campanelli, who served as Chairman of Endo’s Board until June 2021. Robert Campanelli’s compensation from January 1, 2021 through Paul Campanelli’s retirement on June 10, 2021, calculated in accordance with the rules applicable to the Summary Compensation Table, totaled \$289,561, of which \$120,700 was salary, \$130,283 was annual and other bonuses and \$38,578 was compensation under the Company’s long-term incentive equity plan. In addition, during this timeframe, Robert Campanelli was eligible to participate in the retirement plans, insurance programs, health benefits and other similar employee welfare benefit arrangements available to other employees of comparable level and on substantially similar terms and conditions.

Director Independence

On August 17, 2022, we received a letter (the Notice) from The Nasdaq Stock Market LLC (Nasdaq) stating that, in accordance with Nasdaq Listing Rules 5101, 5110(b) and IM-5101-1, Nasdaq had determined that Endo’s ordinary shares would be delisted. In accordance with the Notice, trading of Endo’s ordinary shares was suspended at the opening of business on August 26, 2022. As a result, Endo’s ordinary shares began trading exclusively on the over-the-counter market on August 26, 2022. On the over-the-counter market, Endo’s ordinary shares, which previously traded on the Nasdaq Global Select Market under the symbol ENDP, began to trade under the symbol ENDPQ. On September 14, 2022, Nasdaq filed a Form 25-NSE with the SEC and Endo’s ordinary shares were subsequently delisted from the Nasdaq Global Select Market. On December 13, 2022, Endo’s ordinary shares were deregistered under Section 12(b) of the Exchange Act.

Notwithstanding the foregoing, the Board has adopted and continues to apply categorical independence standards consistent with the Nasdaq listing standards. These standards are available on the Company’s website at www.endo.com, under “Investors/Media—Corporate Governance.” All members of the Board’s Audit & Finance, Compensation & Human Capital and Nominating, Governance & Corporate Responsibility Committees must meet applicable Nasdaq independence requirements.

The Board annually determines the independence of directors based on a review by the Board and the Nominating, Governance & Corporate Responsibility Committee. No director is considered independent unless the Board has determined that he or she has no material relationship with the Company, either directly or as a partner, shareholder or officer of an organization that has a material relationship with the Company. Material relationships can include commercial, industrial, banking, consulting, legal, accounting, charitable and familial relationships, among others.

The Board has affirmatively determined that, except for Mr. Coleman, all of its current members are independent under the Nasdaq listing rules. Mr. Coleman is not independent due to his current role as President and Chief Executive Officer of the Company.

In determining Mr. Barberio's independence, the Board considered his role as Chairman of Life Storage, Inc. During 2022, the Company paid less than \$0.1 million to Life Storage, Inc. in the ordinary course of business. The Board has determined that this relationship is not material and does not impair Mr. Barberio's independence.

On an annual basis and upon the nomination of any new director, the Nominating, Governance & Corporate Responsibility Committee and the Board consider directors' responses to a questionnaire asking about their relationships with the Company (and those of their immediate family members) and other potential conflicts of interest.

The Nominating, Governance & Corporate Responsibility Committee has determined that, except for Mr. Coleman, all of the directors currently serving are independent and that the members of the Audit & Finance, Compensation & Human Capital and Nominating, Governance & Corporate Responsibility Committees also meet the applicable independence tests of the Nasdaq listing rules. Upon the recommendation of the Nominating, Governance & Corporate Responsibility Committee, the Board has determined that, during the last three years, none of the current directors, except for Mr. Coleman, has had any material relationship with the Company that would compromise his or her independence.

Item 14. Principal Accountant Fees and Services

The Audit & Finance Committee has selected PricewaterhouseCoopers LLP (PwC), an independent registered public accounting firm, to audit the books, financial records and internal controls of the Company for the year ending December 31, 2023, based on the Audit & Finance Committee's belief that such selection is in the best interest of the Company and its shareholders.

In accordance with SEC rules and PwC policies, audit partners are subject to rotation requirements to limit the number of consecutive years an individual partner may provide audit service to a company. For lead and concurring review audit partners, the maximum number of consecutive years of service in that capacity is five years. The Audit & Finance Committee is involved in the selection of the lead audit partner under this rotation policy.

Fees Paid to the Independent Registered Public Accounting Firm

PwC has served as the Company's independent registered public accounting firm since 2014. The table that follows summarizes the aggregate fees for services PwC provided during 2022 and 2021:

	2022	2021
Audit Fees (1)	\$ 7,183,123	\$ 5,646,443
Audit-Related Fees (2)	1,350,000	3,082,713
Tax Fees (3)	333,059	971,776
All Other Fees (4)	11,351	10,256
Total	\$ 8,877,533	\$ 9,711,188

(1) Audit fees in 2022 and 2021 relate to:

- Audit of the Company's annual financial statements;
- Evaluation and reporting on the effectiveness of the Company's internal controls over financial reporting;
- Reviews of the Company's quarterly financial statements;
- Statutory audits for the Company and certain of its subsidiaries; and
- Comfort letters, consents and other services related to debt issuances and other SEC matters.

(2) Audit-related fees in 2022 and 2021 relate to:

- Attestation services requested by management, including carve-out audit services of certain business units;
- Due diligence services;
- Pre- or post- implementation reviews of processes or systems; and
- Other services related to accounting and financial reporting.

(3) Tax fees in 2022 and 2021 relate to:

- Tax compliance;
- Statutory tax return preparation and review; and
- Tax planning and advice, including advice related to the impact of changes in tax laws.

(4) All other fees in 2022 and 2021 principally relate to compliance advisory services and subscriptions to knowledge tools.

In considering the nature of the services provided by PwC, the Audit & Finance Committee determined that such services are compatible with the provision of independent audit services. The Audit & Finance Committee discussed these services with PwC and Endo management to determine that they are permitted under the rules and regulations concerning auditor independence promulgated by the SEC to implement the Sarbanes-Oxley Act of 2002, as well as the standards adopted by the Public Company Accounting Oversight Board (PCAOB).

Pre-Approval Policy

Consistent with SEC policies regarding auditor independence, the Audit & Finance Committee has responsibility for appointing, setting compensation for and overseeing the work of the independent registered public accounting firm. In recognition of this responsibility, the Audit & Finance Committee has established a policy to pre-approve all audit and permissible non-audit services provided by the independent registered public accounting firm.

Prior to the engagement of the independent registered public accounting firm for the next year's audit, management will submit to the Audit & Finance Committee for approval a list of services and related fees expected to be rendered during that year within each of the following four categories of services:

- *Audit services* include audit work performed on the financial statements and related to the evaluation and reporting on the effectiveness of the Company's internal control over financial reporting. This category also includes work that generally only the independent registered public accounting firm can reasonably be expected to provide, including comfort letters, consents and other services related to SEC matters.
- *Audit-related services* are for assurance and related matters that are traditionally performed by the independent registered public accounting firm, including due diligence related to mergers and acquisitions, carve-out audits and employee benefit plan audits. This category also includes other services and discussion related to the proper application of financial accounting and/or reporting standards.
- *Tax services* include all services, except those services specifically related to the audit of the financial statements, performed by the independent registered public accounting firm's tax personnel, including tax analysis; assisting with the coordination of execution of tax-related activities, primarily in the area of mergers and acquisitions; supporting other tax-related regulatory requirements; and tax compliance and reporting.
- *Other services* are those associated with services not captured in the other categories.

Prior to engagement, the Audit & Finance Committee pre-approves the independent registered public accounting firm's services within each category. The fees are budgeted and the Audit & Finance Committee requires the independent registered public accounting firm to report actual fees versus budget periodically throughout the year by category of service. During the year, circumstances may arise when it may become necessary to engage the independent registered public accounting firm for additional services not contemplated in the original pre-approval categories. In those instances, the Audit & Finance Committee requires specific pre-approval before engaging the independent registered public accounting firm.

The Audit & Finance Committee may delegate pre-approval authority to one or more of its members. The member to whom such authority is delegated must report, for informational purposes only, any pre-approval decisions to the Audit & Finance Committee at its next scheduled meeting.

PART IV

Item 15. *Exhibit and Financial Statement Schedules*

(a) *The following documents are filed as part of this report:*

3. *Exhibits*

Number	Description
10.1	<u>Executive Employment Agreement between Endo Health Solutions Inc. and James Tursi, dated December 15, 2021 and effective January 18, 2022</u>
10.2	<u>Retention Agreement between Endo and James Tursi, dated July 11, 2022</u>
31.1	<u>Certification of the President and Chief Executive Officer of Endo pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u>
31.2	<u>Certification of the Chief Financial Officer of Endo pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

ENDO INTERNATIONAL PLC

(Registrant)

/S/ BLAISE COLEMAN

Name: **Blaise Coleman**
Title: **President and Chief Executive Officer**
(Principal Executive Officer)

Date: April 28, 2023

ENDO HEALTH SOLUTIONS INC.

EXECUTIVE EMPLOYMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is hereby entered into as of December 15, 2021, by and between Endo Health Solutions Inc. (the "Company"), a wholly-owned subsidiary of Endo International plc ("Endo"), and James Tursi ("Executive") (hereinafter collectively referred to as "the parties").

In consideration of the respective agreements of the parties contained herein, it is agreed as follows:

1. Term. The term of this Agreement shall be for the period commencing on January 18, 2022 (the "Effective Date") and ending, subject to earlier termination as set forth in Section 6, on the third anniversary thereof (the "Employment Term").
2. Employment. During the Employment Term:
 - (a) Executive shall serve as Executive Vice President, Global Research and Development and shall be assigned with the customary duties and responsibilities of such position. If Executive serves as a director of Endo or as a director or officer of any of Endo's affiliates, then Executive will fulfill Executive's duties as such director or officer without additional compensation.
 - (b) Executive shall perform the duties, undertake the responsibilities and exercise the authority customarily performed, undertaken and exercised by persons situated in a similar executive capacity.
 - (c) Executive shall devote substantially full-time attention to the business and affairs of the Company and its affiliates. Executive may (i) serve on corporate, civic, charitable or non-profit boards or committees, subject in all cases to the prior approval of the board of directors of Endo (the "Board") and other applicable written policies of the Company and its affiliates as in effect from time to time, and (ii) manage personal and family investments, participate in industry organizations and deliver lectures at educational institutions or events, so long as no such service or activity unreasonably interferes, individually or in the aggregate, with the performance of Executive's responsibilities hereunder.
 - (d) Executive shall be subject to and shall abide by each of the personnel and compliance policies of the Company and its affiliates applicable and communicated in writing to similarly situated executives.

- (e) Executive shall primarily provide services at the Company's office in Malvern, Pennsylvania, and will travel to additional locations to the extent reasonably necessary and appropriate to fulfill Executive's duties.

3. Annual Compensation.

- (a) Base Salary. The Company agrees to pay or cause to be paid to Executive during the Employment Term a base salary at the rate of \$600,000 per annum or such increased amount in accordance with this Section 3(a) (hereinafter referred to as the "Base Salary"). Such Base Salary shall be payable in accordance with the Company's customary practices applicable to its executives. Such Base Salary shall be reviewed at least annually by the Compensation Committee of the Board (the "Committee"), with the first such planned review to occur in 2023, and may be increased in the sole discretion of the Committee, but not decreased.
- (b) Annual Incentive Compensation. For each fiscal year of the Company ending during the Employment Term, beginning with performance for the 2022 fiscal year, Executive shall be eligible to receive a target annual cash bonus of 65% of Executive's Base Salary (such target bonus, as may hereafter be increased, the "Target Bonus") with the opportunity to receive a maximum annual cash bonus in accordance with the terms of the applicable annual cash bonus plan as in effect from time to time, subject to the achievement of performance targets set by the Committee. Such annual cash bonus ("Incentive Compensation") shall be paid in no event later than the 15th day of the third month following the end of the taxable year (of the Company or Executive, whichever is later) in which the performance targets have been achieved. If the parties (following good faith negotiation) fail to enter into a new employment agreement following expiration of the Employment Term and Executive terminates Executive's employment within ninety (90) days following expiration of the Employment Term under circumstances that would have constituted Good Reason had such termination occurred during the Employment Term or if, during such 90-day period, the Company terminates Executive's employment under circumstances that would not have constituted Cause had such termination occurred during the Employment Term, then the Company shall pay Executive a Pro-Rata Bonus (as defined in Section 8(b)(ii) below) in a lump sum at the time bonuses are payable to other similarly situated executives of the Company.

4. Long-Term Incentive Compensation.

- (a) On the first trading day in February, 2022 (the "Grant Date"), Executive shall receive long-term incentive compensation (the "Initial LTI") with a targeted grant

date fair market value (as determined in the sole discretion of the Committee) equal to \$1,800,000. The Initial LTI will be comprised of 50% in the form of Restricted Stock Units (“RSUs”) and 50% Long Term Cash (“LTC”). The RSUs shall vest ratably over a three-year period, with 33 1/3% vesting on each anniversary of the Grant Date, provided Executive is employed on such dates by the Company or one of its affiliates. The LTC will vest ratably over a three-year period, with 16 2/3% vesting on each six month anniversary of the Grant Date, provided Executive is employed on such dates by the Company or one of its affiliates. All such Initial LTI shall be subject to the terms and conditions set forth in the applicable plan and award agreements, and in all cases shall be as determined by the Committee.

- (b) During the Employment Term, Executive shall be eligible to receive long-term incentive compensation, which may be subject to the achievement of certain performance targets set by the Committee. Beginning with grants made in 2023, Executive shall be eligible to receive long-term incentive compensation awards with a targeted grant date fair market value (as determined in the sole discretion of the Committee) equal to 300% of Executive’s Base Salary. Notwithstanding the foregoing, to the extent the shares available under the Company’s shareholder approved incentive plans are insufficient to make such grant (after taking into account the totality of grants to be made by the Company in a given year), in the Committee’s sole discretion, all or a portion of the long-term incentive compensation may be issued in the form of a cash-based award on terms determined by the Committee. All such equity-based or cash-based awards shall be subject to the terms and conditions set forth in the applicable plan and award agreements, and in all cases shall be as determined by the Committee; provided, that, such terms and conditions shall be no less favorable than those provided for other similarly situated executives of the Company. If the parties (following good faith negotiation) fail to enter into a new employment agreement following expiration of the Employment Term and Executive terminates Executive’s employment within ninety (90) days following expiration of the Employment Term under circumstances that would have constituted Good Reason had such termination occurred during the Employment Term or if, during such 90-day period, the Company terminates Executive’s employment under circumstances that would not have constituted Cause had such termination occurred during the Employment Term, then such termination of employment shall be treated as a termination of employment for “Good Reason” or without Cause, as applicable, for purposes of the Initial LTI and the performance-based restricted stock units held by Executive as of the date of such termination of employment (and such

awards shall be treated in accordance with the terms of the applicable award agreements).

5. Other Benefits.

- (a) Cash Sign-On Bonus. The Company will pay the Executive a cash sign-on bonus in the amount of \$500,000 to be paid in two (2) equal installments of \$250,000 each, the first within thirty (30) days following the Effective Date and the second within thirty (30) days following the first anniversary of the Effective Date. Both payments are subject to repayment in full should the Executive's employment with the Company be terminated within 12 months of the applicable payment date, for any reason other than Death or Disability.
- (b) Employee Benefits. During the Employment Term, Executive shall be entitled to participate in all employee benefit plans, practices and programs maintained by the Company or its affiliates and made available to similarly situated employees generally, including all pension, retirement, profit sharing, savings, medical, hospitalization, disability, dental, life or travel accident insurance benefit plans, to the extent Executive is eligible under the terms of such plans. Executive's participation in such plans, practices and programs shall be on the same basis and terms as are applicable to employees of the Company generally. During the Employment Term, Executive shall also be entitled to participate in all executive benefit plans and entitled to all fringe benefits and perquisites generally made available by the Company or its affiliates to its similarly situated executives in accordance with current Company policy now maintained or hereafter established by the Company or its affiliates for the purpose of providing executive benefits or perquisites to comparable executive employees of the Company including, but not limited to, the Company's supplemental retirement, deferred compensation, supplemental medical or life insurance plans. Unless otherwise provided herein, Executive's participation in such plans and programs shall be on the same basis and terms as other similarly situated executives of the Company. No additional compensation provided under any such plans shall be deemed to modify or otherwise affect the terms of this Agreement or any of Executive's entitlements hereunder. Executive is responsible for any taxes (other than taxes that are the Company's responsibility) that may be due based upon the value of the benefits or perquisites provided pursuant to this Agreement, whether provided during or following the Employment Term. For the avoidance of doubt, Executive shall not be entitled to any excise tax gross-up under Section 280G or Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code") (or any successor provision), or any other tax gross-up.

- (c) Business Expenses. Upon submission of proper invoices in accordance with the Company's normal procedures, Executive shall be entitled to receive prompt reimbursement of all reasonable out-of-pocket business, entertainment and travel expenses incurred by Executive in connection with the performance of Executive's duties hereunder. Such reimbursement shall be made in no event later than the end of the calendar year following the calendar year in which the expenses were incurred.
 - (d) Office and Facilities. During the Employment Term, Executive shall be provided with an appropriate office, with such secretarial and other support facilities as are commensurate with Executive's status with the Company and its affiliates, which facilities shall be adequate for the performance of Executive's duties hereunder.
 - (e) Vacation and Sick Leave. Executive shall be entitled, without loss of pay, to absent himself or herself voluntarily from the performance of Executive's employment under this Agreement, pursuant to the following:
 - (i) Executive shall be entitled to annual vacation in accordance with the vacation policies of the Company as in effect from time to time, which shall in no event be less than four weeks per year; and
 - (ii) Executive shall be entitled to sick leave (without loss of pay) in accordance with the Company's policies as in effect from time to time.
6. Termination. The Employment Term and Executive's employment hereunder may be terminated under the circumstances set forth below; provided, however, that notwithstanding anything contained herein to the contrary, Executive shall not be considered to have terminated employment with the Company for purposes of this Agreement unless Executive would be considered to have incurred a "separation from service" from the Company within the meaning of Section 409A of the Code.
- (a) Disability. The Company may terminate Executive's employment, on written notice to Executive after having reasonably established Executive's Disability. For purposes of this Agreement, Executive will be deemed to have a "Disability" if, as a result of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, Executive is unable to perform the core functions of Executive's position (with or without reasonable accommodation) or is receiving income replacement benefits for a period of six (6) months or more under the Company's long-term disability plan. Executive shall be entitled to the compensation and benefits provided for under this

Agreement for any period prior to Executive's termination by reason of Disability during which Executive is unable to work due to a physical or mental infirmity in accordance with the Company's policies for similarly situated executives.

- (b) Death. Executive's employment shall be terminated as of the date of Executive's death.
- (c) Cause. The Company may terminate Executive's employment for Cause (as defined below), effective as of the date of the Notice of Termination (as defined in Section 7 below) that notifies Executive of Executive's termination for Cause. "Cause" shall mean, for purposes of this Agreement: (i) the continued failure by Executive to substantially perform Executive's duties under this Agreement (other than any such failure resulting from Disability or other allowable leave of absence); (ii) the criminal felony indictment (or non-U.S. equivalent) of Executive by a court of competent jurisdiction; (iii) the engagement by Executive in misconduct that has caused, or, is reasonably likely to cause, material harm (financial or otherwise) to the Company, including (A) the unauthorized disclosure of material secret or Confidential Information (as defined in Section 10(d) below) of the Company, (B) the debarment of the Company by the U.S. Food and Drug Administration or any successor agency (the "FDA") or any non-U.S. equivalent, or (C) the registration of the Company with the U.S. Drug Enforcement Administration of any successor agency (the "DEA") being revoked; (iv) the debarment of Executive by the FDA; (v) the continued material breach by Executive of this Agreement; (vi) any material breach by Executive of a Company policy; (vii) any breach by Executive of a Company policy related to sexual or other types of harassment or abusive conduct; or (viii) Executive making, or being found to have made, a certification relating to the Company's financial statements and public filings that is known to Executive to be false. Notwithstanding the foregoing, prior to having Cause for Executive's termination (other than as described in clauses (ii), (iv) and (vii) above), the Company must deliver a written demand to Executive which specifically identifies the conduct that may provide grounds for Cause within ninety (90) calendar days of the Company's actual knowledge of such conduct, events or circumstances, and Executive must have failed to cure such conduct (if curable) within thirty (30) days after such demand. References to the Company in subsections (i) through (viii) of this paragraph shall also include affiliates of the Company.
- (d) Without Cause. The Company may terminate Executive's employment without Cause. The Company shall deliver to Executive a Notice of Termination (as defined in Section 7 below) not less than thirty (30) days prior to the termination

of Executive's employment without Cause and the Company shall have the option of terminating Executive's duties and responsibilities prior to the expiration of such thirty-day notice period, provided the Company pays Base Salary through the end of such notice period.

- (e) Good Reason. Executive may terminate employment with the Company for Good Reason (as defined below) by delivering to the Company a Notice of Termination not less than thirty (30) days prior to the termination of Executive's employment for Good Reason. The Company shall have the option of terminating Executive's duties and responsibilities prior to the expiration of such thirty-day notice period provided the Company pays Base Salary through the end of such notice period. For purposes of this Agreement, "Good Reason" means any of the following without Executive's written consent: (i) a diminution in Executive's Base Salary, a material diminution in Target Bonus (provided that failure to earn a bonus equal to or in excess of the Target Bonus by reason of failure to achieve applicable performance goals shall not be deemed Good Reason) or material diminution in benefits; (ii) a material diminution of Executive's position, responsibilities, duties or authorities from those in effect as of the Effective Date; (iii) any change in reporting structure such that Executive is required to report to someone other than Endo's Chief Executive Officer; (iv) any material breach by the Company of its obligations under this Agreement; or (v) the Company requiring Executive to be based at any office or location that increases the length of Executive's commute by more than fifty (50) miles. Executive shall provide notice of the existence of the Good Reason condition within ninety (90) days of the date Executive learns of the condition, and the Company shall have a period of thirty (30) days during which it may remedy the condition, and in case of full remedy such condition shall not be deemed to constitute Good Reason hereunder.
- (f) Without Good Reason. Executive may voluntarily terminate Executive's employment without Good Reason by delivering to the Company a Notice of Termination not less than thirty (30) days prior to the termination of Executive's employment and the Company shall have the option of terminating Executive's duties and responsibilities prior to the expiration of such thirty-day notice period provided the Company shall not be obligated to pay any amount through the end of such notice period.
7. Notice of Termination. Any purported termination by the Company or by Executive shall be communicated by written Notice of Termination to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice that indicates a termination date, the specific termination provision in this Agreement relied upon and

sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated. For purposes of this Agreement, no such purported termination of Executive's employment hereunder shall be effective without such Notice of Termination (unless waived by the party entitled to receive such notice).

8. Compensation Upon Termination. Upon termination of Executive's employment during the Employment Term, Executive shall be entitled to the following benefits:

- (a) Termination by the Company for Cause or by Executive Without Good Reason. If Executive's employment is terminated by the Company for Cause or by Executive without Good Reason, the Company shall pay Executive:
- (i) any accrued and unpaid Base Salary, payable on the next payroll date;
 - (ii) any Incentive Compensation earned but unpaid in respect of any completed fiscal year preceding the termination date, payable at the time annual incentive compensation is paid to other similarly situated executives;
 - (iii) reimbursement for any and all monies advanced or expenses incurred in connection with Executive's employment for reasonable and necessary expenses incurred by Executive on behalf of the Company for the period ending on the termination date, which amount shall be reimbursed within thirty (30) days of the Company's receipt of proper documentation from Executive;
 - (iv) any accrued and unpaid vacation pay, payable on the next payroll date;
 - (v) any previous compensation that Executive has previously deferred (including any interest earned or credited thereon), in accordance with the terms and conditions of the applicable deferred compensation plans or arrangements then in effect, to the extent vested as of Executive's termination date, paid pursuant to the terms of such plans or arrangements; and
 - (vi) any amount or benefit as provided under any benefit plan or program in accordance with the terms thereof (the foregoing items in Sections 8(a)(i) through 8(a)(vi) being collectively referred to as the "Accrued Compensation").

- (b) Termination by the Company for Disability. If Executive's employment is terminated by the Company for Disability, the Company shall pay Executive:
- (i) the Accrued Compensation;
 - (ii) an amount equal to the Incentive Compensation that Executive would have been entitled to receive in respect of the fiscal year in which Executive's termination date occurs, had Executive continued in employment until the end of such fiscal year, which amount, determined based on actual performance for such year relative to the performance goals applicable to Executive (but without any exercise of negative discretion with respect to Executive in excess of that applied to either similarly situated executives of the Company generally or in accordance with the Company's historical past practice), shall be multiplied by a fraction (A) the numerator of which is the number of days in such fiscal year through the termination date and (B) the denominator of which is 365 (the "Pro-Rata Bonus") and shall be payable in a lump sum payment at the time such bonus or annual incentive awards are payable to other participants. Further, upon Executive's Disability (irrespective of any termination of employment related thereto), the Company shall pay Executive for twenty-four (24) consecutive months thereafter regular payments in the amount by which Executive's monthly Base Salary exceeds Executive's monthly Disability insurance benefit; and
 - (iii) continued coverage for Executive and Executive's dependents under any health, medical, dental, vision and basic life insurance (but not supplemental life insurance) program or policy in which Executive was eligible to participate as of the time of Executive's employment termination (as may be amended by the Company from time to time in the ordinary course), for twenty-four (24) months following such termination on the same basis as active employees, which such twenty-four month period shall run concurrently with the COBRA period; provided, however, that (x) the Company may instead, in its discretion, provide substantially similar benefits or payment outside of the Company's benefit plans if the Company reasonably determines that providing such alternative benefits or payment is appropriate to minimize potential adverse tax consequences and penalties; and (y) the coverage provided hereunder shall become secondary to any coverage provided to Executive by a subsequent employer and to any Medicare coverage for which Executive becomes eligible, and it shall be the obligation of Executive to inform the Company

if Executive becomes eligible for such subsequent coverage (the “Benefits Continuation”).

- (c) Termination By Reason of Death. If Executive’s employment is terminated by reason of Executive’s death, the Company shall pay Executive’s beneficiaries:
- (i) the Accrued Compensation;
 - (ii) the Pro-Rata Bonus; and
 - (iii) continued coverage for Executive’s dependents under any health, medical, dental, vision and basic life insurance (but not supplemental life insurance) program or policy in which Executive was eligible to participate as of the time of Executive’s employment termination (as may be amended or replaced by the Company from time to time in the ordinary course), for twenty-four (24) months following such termination on the same basis as the dependents of active employees, which such twenty-four month period shall run concurrently with the COBRA period.
- (d) Termination by the Company Without Cause or by Executive for Good Reason. If Executive’s employment is terminated by the Company without Cause (other than on account of Executive’s Disability or death) or by Executive for Good Reason, then, subject to Section 14(e), the Company shall pay Executive:
- (i) the Accrued Compensation;
 - (ii) the Pro-Rata Bonus;
 - (iii) in lieu of any further Base Salary or other compensation and benefits for periods subsequent to the termination date, an amount in cash, which amount shall be payable in a lump sum payment within sixty (60) days following such termination (subject to Section 9(c)), equal to two (2) times the sum of (A) Executive’s Base Salary and (B) the Target Bonus; and
 - (iv) the Benefits Continuation; and
 - (v) if the termination date is on or after the Grant Date, accelerated vesting and non-forfeitability, as of the termination date, of the Initial LTI.
- (e) No Mitigation. Executive shall not be required to mitigate the amount of any payment provided for under this Section 8 by seeking other employment or otherwise and, except as provided in Section 8(b)(iii) and 8(d)(iv) above, no such

payment shall be offset or reduced by the amount of any compensation or benefits provided to Executive in any subsequent employment. Further, the Company's obligations to make any payments hereunder shall not be subject to or affected by any set-off, counterclaim or defense which the Company may have against Executive.

9. Certain Tax Treatment.

- (a) Golden Parachute Tax. To the extent that the payments and benefits provided under this Agreement and benefits provided to, or for the benefit of, Executive under any other plan or agreement of the Company or any of its affiliates (such payments or benefits are collectively referred to as the "Payments") would be subject to the excise tax (the "Excise Tax") imposed under Section 4999 of the Code or any successor provision thereto, or any similar tax imposed by state or local law, then Executive may, in Executive's sole discretion (except as provided herein below) waive the right to receive any payments or distributions (or a portion thereof) by the Company in the nature of compensation to or for Executive's benefit if and to the extent necessary so that no Payment to be made or benefit to be provided to Executive shall be subject to the Excise Tax (such reduced amount is hereinafter referred to as the "Limited Payment Amount"), but only if such reduction results in a higher after-tax payment to Executive after taking into account the Excise Tax and any additional taxes (including federal, state and local income taxes, employment, social security and Medicare taxes and all other applicable taxes) Executive would pay if such Payments were not reduced. If so waived, the Company shall reduce or eliminate the Payments to effect the provisions of this Section 9 based upon Section 9(b) below. The determination of the amount of Payments that would be required to be reduced to the Limited Payment Amount pursuant to this Agreement and the amount of such Limited Payment Amount shall be made, at the Company's expense, by a reputable accounting firm selected by Executive and reasonably acceptable to the Company (the "Accounting Firm"). The Accounting Firm shall provide its determination (the "Determination"), together with detailed supporting calculations and documentation to the Company and Executive within ten (10) days of the date of termination, if applicable, or such other time as specified by mutual agreement of the Company and Executive, and if the Accounting Firm determines that no Excise Tax is payable by Executive with respect to the Payments, it shall furnish Executive with an opinion reasonably acceptable to Executive that no Excise Tax will be imposed with respect to any such Payments. The Determination shall be binding, final and conclusive upon the Company and Executive, absent manifest error. For purposes of making the calculations

required by this Section 9(a), the Accounting Firm may make reasonable assumptions and approximations concerning applicable taxes and rates, and rely on reasonable, good faith interpretations concerning the application of the Code, and other applicable legal authority. In furtherance of the above, to the extent requested by Executive, the Company shall cooperate in good faith in valuing, and the Accounting Firm shall value, services to be provided by Executive (including Executive refraining from performing services pursuant to any covenant not to compete) before, on or after the date of the transaction which causes the application of Section 4999 of the Code, such that payments in respect of such services may be considered to be “reasonable compensation” within the meaning of the regulations under Section 4999 of the Code.

- (b) Ordering of Reduction. In the case of a reduction in the Payments pursuant to Section 9(a), the Payments will be reduced in the following order: (i) payments that are payable in cash that are valued at full value under Treasury Regulation Section 1.280G-1, Q&A 24(a) will be reduced (if necessary, to zero), with amounts that are payable last reduced first; (ii) payments and benefits due in respect of any equity valued at full value under Treasury Regulation Section 1.280G-1, Q&A 24(a), with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24) will next be reduced; (iii) payments that are payable in cash that are valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24, with amounts that are payable last reduced first, will next be reduced; (iv) payments and benefits due in respect of any equity valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24, with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24) will next be reduced; and (v) all other non-cash benefits not otherwise described in clauses (ii) or (iv) will be next reduced pro-rata.
- (c) Section 409A. The parties intend for the payments and benefits under this Agreement to be exempt from Section 409A of the Code or, if not so exempt, to be paid or provided in a manner which complies with the requirements of such section, and intend that this Agreement shall be construed and administered in accordance with such intention. In the event the Company determines that a payment or benefit under this Agreement may not be in compliance with Section 409A of the Code, subject to Section 5(a) herein, the Company shall reasonably confer with Executive in order to modify or amend this Agreement to comply with Section 409A of the Code and to do so in a manner to best preserve the economic benefit of this Agreement. Notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or

tax penalties under Section 409A of the Code, (i) no amounts shall be paid to Executive under Section 8 of this Agreement until Executive would be considered to have incurred a “separation from service” from the Company within the meaning of Section 409A of the Code; (ii) amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement during the six-month period immediately following Executive’s separation from service shall instead be paid on the first business day after the date that is six (6) months following Executive’s separation from service (or death, if earlier), with interest for any cash payments so delayed, from the date such cash amounts would otherwise have been paid at the short-term applicable federal rate, compounded semi-annually, as determined under Section 1274 of the Code for the month in which the payment would have been made but for the delay in payment required to avoid the imposition of an additional rate of tax on Executive; (iii) each amount to be paid or benefit to be provided under this Agreement shall be construed as a separately identified payment for purposes of Section 409A of the Code; (iv) any payments that are due within the “short term deferral period” as defined in Section 409A of the Code shall not be treated as deferred compensation unless applicable law requires otherwise; and (v) amounts reimbursable to Executive under this Agreement shall be paid to Executive on or before the last day of the year following the year in which the expense was incurred and the amount of expenses eligible for reimbursement (and in-kind benefits provided to Executive) during any one (1) year may not affect amounts reimbursable or provided in any subsequent year.

10. Records and Confidential Data.

- (a) Executive acknowledges that in connection with the performance of Executive’s duties during the Employment Term, the Company and its affiliates will make available to Executive, or Executive will develop and have access to, certain Confidential Information (as defined below) of the Company and its affiliates. Executive acknowledges and agrees that any and all Confidential Information learned or obtained by Executive during the course of Executive’s employment by the Company or otherwise, whether developed by Executive alone or in conjunction with others or otherwise, shall be and is the property of the Company and its affiliates.
- (b) During the Employment Term and thereafter, Confidential Information will be kept confidential by Executive, will not be used in any manner that is detrimental to the Company or its affiliates, will not be used other than in connection with Executive’s discharge of Executive’s duties hereunder, and will be safeguarded by

Executive from unauthorized disclosure; provided, however, that Confidential Information may be disclosed by Executive (i) to the Company and its affiliates, or to any authorized agent or representative of any of them, (ii) in connection with performing Executive's duties hereunder, (iii) without limiting Section 10(g) of this Agreement, when required to do so by law or requested by a court, governmental agency, legislative body, arbitrator or other person with apparent jurisdiction to order Executive to divulge, disclose or make accessible such information, provided that Executive, to the extent legally permitted, notifies the Company prior to such disclosure, (iv) in the course of any proceeding under Section 11 or 12 of this Agreement or Section 6 of the Release, subject to the prior entry of a confidentiality order, or (v) in confidence to an attorney or other professional advisor for the purpose of securing professional advice, so long as such attorney or advisor is subject to confidentiality restrictions no less restrictive than those applicable to Executive hereunder.

- (c) On Executive's last day of employment with the Company, or at such earlier date as requested by the Company, (i) Executive will return to the Company all written Confidential Information that has been provided to, or prepared by, Executive; (ii) at the election of the Company, Executive will return to the Company or destroy all copies of any analyses, compilations, studies or other documents prepared by Executive or for Executive's use containing or reflecting any Confidential Information; and (iii) Executive will return all Company property. Executive shall deliver to the Company a document certifying Executive's compliance with this Section 10(c).
- (d) For the purposes of this Agreement, "Confidential Information" shall mean all confidential and proprietary information of the Company and its affiliates, including:
 - (i) trade secrets concerning the business and affairs of the Company and its affiliates, product specifications, data, know-how, formulae, compositions, processes, non-public patent applications, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current, and planned research and development, current and planned manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, computer software and programs (including object code and source code), computer software and database technologies, systems, structures, and architectures (and related formulae, compositions, processes,

improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods and information);

- (ii) information concerning the business and affairs of the Company and its affiliates (which includes unpublished financial statements, financial projections and budgets, unpublished and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, to the extent not publicly known, personnel training and techniques and materials) however documented; and
 - (iii) notes, analysis, compilations, studies, summaries, and other material prepared by or for the Company or its affiliates containing or based, in whole or in part, on any information included in the foregoing. For purposes of this Agreement, Confidential Information shall not include and Executive's obligations shall not extend to (A) information that is generally available to the public, (B) information obtained by Executive other than pursuant to or in connection with this employment, (C) information that is required to be disclosed by law or legal process, and (D) Executive's rolodex and similar address books, including electronic address books, containing contact information.
- (e) Nothing herein or elsewhere shall preclude Executive from retaining and using (i) Executive's personal papers and other materials of a personal nature, including photographs, contacts, correspondence, personal diaries, and personal files (so long as no such materials are covered by any Company hold order), (ii) documents relating to Executive's personal entitlements and obligations, and (iii) information that is necessary for Executive's personal tax purposes.
- (f) Pursuant to 18 U.S.C. § 1833(b), Executive understands that Executive will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret of the Company or its affiliates that (i) is made (A) in confidence to a Federal, State, or local government official, either directly or indirectly, or to Executive's attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Executive understands that if Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the trade secret to Executive's attorney and use the trade secret information in the court proceeding if Executive (x) files any document containing the trade secret under seal, and (y) does not disclose the trade secret, except pursuant to court order. Nothing in this

Agreement, or any other agreement that Executive has with the Company or its affiliates, is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section.

- (g) Notwithstanding anything set forth in this Agreement or any other agreement that Executive has with the Company or its affiliates to the contrary, Executive shall not be prohibited from reporting possible violations of federal or state law or regulation to any governmental agency or entity, legislative body, or any self-regulatory organization, or making other disclosures that are protected under the whistleblower provisions of federal or state law or regulation, nor is Executive required to notify the Company regarding any such reporting, disclosure or cooperation with the government.

11. Covenant Not to Solicit, Not to Compete, Not to Disparage, to Cooperate in Litigation and Not to Cooperate with Non-Governmental Third Parties.

- (a) Covenant Not to Solicit. To protect the Confidential Information and other trade secrets of the Company and its affiliates as well as the goodwill and competitive business of the Company and its affiliates, Executive agrees, during the Employment Term and for a period of twelve (12) months after Executive's cessation of employment with the Company, not to solicit or participate in or assist in any way in the solicitation of any (i) customers or clients of the Company or its affiliates whom Executive first met or about whom learned Confidential Information through Executive's employment with the Company and (ii) suppliers, employees or agents of the Company or its affiliates. For purposes of this covenant, "solicit" or "solicitation" means directly or indirectly influencing or attempting to influence any customers, clients, suppliers, employees or agents of the Company or its affiliates to cease doing business with, or to reduce the level of business with, the Company and its affiliates or, with respect to employees or exclusive agents, to become employed or engaged by any other person, partnership, firm, corporation or other entity. Executive agrees that the covenants contained in this Section 11(a) are reasonable and desirable to protect the Confidential Information of the Company and its affiliates; provided, that solicitation through general advertising not targeted at the Company's or its affiliates' employees or the provision of references shall not constitute a breach of such obligations.
- (b) Covenant Not to Compete.
 - (i) The Company and its affiliates are currently engaged in the business of branded and generic pharmaceuticals, with a focus on product

development, clinical development, manufacturing, distribution and sales & marketing. To protect the Confidential Information and other trade secrets of the Company and its affiliates as well as the goodwill and competitive business of the Company and its affiliates, Executive agrees, during the Employment Term and for a period of twelve (12) months after Executive's cessation of employment with the Company, that Executive will not, unless otherwise agreed to by the Chief Executive Officer of Endo (following approval by the Chairman of the Committee), anywhere in the world where, at the time of Executive's termination of employment, the Company develops, manufactures, distributes, markets or sells its products, except in the course of Executive's employment hereunder, directly or indirectly manage, operate, control, or participate in the management, operation, or control of, be employed by, associated with, or in any manner connected with, lend Executive's name to, or render services or advice to, any third party or any business whose products or services compete in whole or in part with the products or services (both on the market and in development) material to the Company or any business unit on the termination date that constitutes more than 5% of the Company's revenue on the termination date (a "Competing Business"); provided, however, that Executive may in any event (x) own up to a 5% passive ownership interest in any public or private entity and (y) serve on the board of any Competing Business that competes with the business of the Company and its affiliates as an immaterial part of its overall business, provided that Executive recuses himself or herself fully and completely from all matters relating to such business.

- (ii) For purposes of this Section 11(b), any third party or any business whose products compete includes any entity with which the Company or its affiliates has had a product(s) licensing agreement during the Employment Term and any entity with which the Company or any of its affiliates is at the time of termination actively negotiating, and eventually concludes within twelve (12) months of the Employment Term, a commercial agreement.
- (iii) Notwithstanding the foregoing, it shall not be a violation of this Section 11(b), for Executive to provide services to (or engage in activities involving): (A) a subsidiary, division or affiliate of a Competing Business where such subsidiary, division or affiliate is not engaged in a Competing Business and Executive does not provide services to, or have any responsibilities regarding, the Competing Business; (B) any entity that is,

or is a general partner in, or manages or participates in managing, a private or public fund (including a hedge fund) or other investment vehicle, which is engaged in venture capital investments, leveraged buy-outs, investments in public or private companies, other forms of private or alternative equity transactions, or in public equity transactions, and that might make an investment which Executive could not make directly, provided that in connection therewith, Executive does not provide services to, engage in activities involved with, or have any responsibilities regarding a Competing Business; and (C) an affiliate of a Competing Business if Executive does not provide services, directly or indirectly, to such Competing Business and the basis of the affiliation is solely due to common ownership by a private equity or similar investment fund; provided, that, in each case, Executive shall remain bound by all other post-employment obligations under this Agreement including Executive's obligations under Sections 10, 11(a), (c) and (d) herein; provided, further, that Executive's provision of services to (or engagement in activities involving) any entity described in clauses (A) or (B) of this Section 11(b)(iii) shall be subject to the prior approval of the Board.

- (c) Nondisparagement. Executive covenants that during and following the Employment Term, Executive will not disparage or encourage or induce others to disparage the Company or its affiliates, together with all of their respective past and present directors and officers, as well as their respective past and present managers, officers, shareholders, partners, employees, agents, attorneys, servants and customers and each of their predecessors, successors and assigns (collectively, the "Company Entities and Persons"); provided, that such limitation shall extend to past and present managers, officers, shareholders, partners, employees, agents, attorneys, servants and customers only in their capacities as such or in respect of their relationship with the Company and its affiliates. The Company shall instruct its officers and directors not to, during and following the Employment Term, make or issue any statement that disparages Executive to any third parties or otherwise encourage or induce others to disparage Executive. The term "disparage" includes, without limitation, comments or statements adversely affecting in any manner (i) the conduct of the business of the Company Entities and Persons or Executive, or (ii) the business reputation of the Company Entities and Persons or Executive. Nothing in this Agreement is intended to or shall prevent either party from providing, or limiting testimony in any judicial, administrative or legal process or otherwise as required by law, prevent either party from engaging in truthful testimony pursuant to any proceeding under this Section 11 or Section 12 below or Section 6 of the Release or prevent Executive

from making statements in the course of doing Executive's normal duties for the Company.

- (d) Cooperation in Any Investigations and Litigation; No Cooperation with Non-Governmental Third Parties. During the Employment Term and thereafter, Executive shall provide truthful information and otherwise assist and cooperate with the Company and its affiliates, and its counsel, (i) in connection with any investigation, inquiry, administrative, regulatory or judicial proceedings, or in connection with any dispute or claim of any kind that may be made against, by, or with respect to the Company, as reasonably requested by the Company (including Executive being available to the Company upon reasonable notice for interviews and factual investigations, appearing at the Company's request to give testimony without requiring service of a subpoena or other legal process, volunteering to the Company all pertinent information and turning over to the Company all relevant documents which are in or may come into Executive's possession), and (ii) in all matters concerning requests for information about the services or advice Executive provides or provided to the Company during Executive's employment with Endo, its affiliates and their predecessors. Such cooperation shall be subject to Executive's business and personal commitments and shall not require Executive to cooperate against Executive's own legal interests or the legal interests of any future employer of Executive. Executive shall use the Company's counsel for all matters in connection with this Section 11(d); provided, however, that if there exists an actual conflict of interest between Executive and the Company's counsel, Executive may retain separate counsel reasonably acceptable to the Company. The existence of an actual conflict of interest, and whether such conflict may be waived, shall be determined pursuant to the rules of attorney professional conduct and applicable law. The Company agrees to promptly reimburse Executive for reasonable expenses reasonably incurred by Executive, in connection with Executive's cooperation pursuant to this Section 11(d) (including travel expenses at the level of travel permitted by this Agreement and reasonable attorney fees in the event separate legal counsel for Executive is required due to a conflict of interest). Such reimbursements shall be made as soon as practicable, and in no event later than the calendar year following the year in which the expenses are incurred. Executive also shall not support (financially or otherwise), counsel or assist any attorneys or their clients or any other non-governmental person in the presentation or prosecution of, encourage any non-governmental person to raise, or suggest or recommend to any non-governmental person that such person could or should raise, in each case, any disputes, differences, grievances, claims, charges, or complaints against the Company and/or its affiliates that (x) arises out of, or relates to, any period of time on or prior to

Executive's last day of employment with the Company or (y) involves any information Executive learned during Executive's employment with the Company; provided, that, following the second anniversary of Executive's termination of employment with the Company, such prohibition shall not extend to any such actions taken by Executive on behalf of (A) Executive's then current employer, (B) any entity with respect to which Executive is then a member of the board of directors or managers (as applicable), or (C) any non-publicly traded entity with respect to which Executive is a 5% or more equity owner (or any affiliate of any such entities referenced in clauses (A), (B) or (C)). Executive agrees that, in the event Executive is subpoenaed by any person or entity (including any government agency) to give testimony (in a deposition, court proceeding or otherwise) which in any way relates to Executive's employment by the Company, Executive will, to the extent not legally prohibited from doing so, give prompt notice of such request to the Chief Legal Officer of the Company so that the Company may contest the right of the requesting person or entity to such disclosure before making such disclosure. Nothing in this provision shall require Executive to violate Executive's obligation to comply with valid legal process.

- (e) Blue Pencil. It is the intent and desire of Executive and the Company that the provisions of this Section 11 be enforced to the fullest extent permissible under the laws and public policies as applied in each jurisdiction in which enforcement is sought. If any particular provision of this Section 11 shall be determined to be invalid or unenforceable, such covenant shall be amended, without any action on the part of either party hereto, to delete therefrom the portion so determined to be invalid or unenforceable, such deletion to apply only with respect to the operation of such covenant in the particular jurisdiction in which such adjudication is made.

12. Remedies for Breach of Obligations under Sections 10 or 11 hereof. Executive acknowledges that the Company and its affiliates will suffer irreparable injury, not readily susceptible of valuation in monetary damages, if Executive breaches Executive's obligations under Sections 10 or 11 hereof. Accordingly, Executive agrees that the Company and its affiliates will be entitled, in addition to any other available remedies, to obtain injunctive relief against any breach or prospective breach by Executive of Executive's obligations under Sections 10 or 11 hereof in any Federal or state court sitting in the State of Delaware or, at the Company's election, in any other state in which Executive maintains Executive's principal residence or Executive's principal place of business. Executive hereby submits to the non-exclusive jurisdiction of all those courts for the purposes of any actions or proceedings instituted by the Company or its affiliates to obtain that injunctive relief, and Executive agrees that process in any or all of those

actions or proceedings may be served by registered mail, addressed to the last address provided by Executive to the Company, or in any other manner authorized by law.

13. Representations and Warranties.

- (a) The Company represents and warrants that (i) it is fully authorized by action of the Board (and of any other person or body whose action is required) to enter into this Agreement and to perform its obligations under it, (ii) the execution, delivery and performance of this Agreement by it does not violate any applicable law, regulation, order, judgment or decree or any agreement, arrangement, plan or corporate governance document (x) to which it is a party or (y) by which it is bound, and (iii) upon the execution and delivery of this Agreement by the parties, this Agreement shall be its valid and binding obligation, enforceable against it in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.
- (b) Executive represents and warrants to the Company that the execution and delivery by Executive of this Agreement do not, and the performance by Executive of Executive's obligations hereunder will not, with or without the giving of notice or the passage of time, or both: (a) violate any judgment, writ, injunction, or order of any court, arbitrator, or governmental agency applicable to Executive; or (b) conflict with, result in the breach of any provisions of or the termination of, or constitute a default under, any agreement to which Executive is a party or by which Executive is or may be bound.

14. Miscellaneous.

(a) Successors and Assigns.

- (i) This Agreement shall be binding upon and shall inure to the benefit of the Company, its successors and permitted assigns and the Company shall require any successor or permitted assign to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession or assignment had taken place. The Company may not assign or delegate any rights or obligations hereunder except to any of its affiliates, or to a successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company. The term the "Company" as used herein shall include a corporation or other entity acquiring all or substantially all the assets and

business of the Company (including this Agreement) whether by operation of law or otherwise.

- (ii) Neither this Agreement nor any right or interest hereunder shall be assignable or transferable by Executive, his or her beneficiaries or legal representatives, except by will or by the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Executive's legal personal representatives.

- (b) Notice. For the purposes of this Agreement, notices and all other communications provided for in the Agreement (including the Notice of Termination) shall be in writing and shall be deemed to have been duly given when personally delivered or sent by Certified mail, return receipt requested, postage prepaid, addressed to the respective addresses last given by each party to the other; provided, that all notices to the Company shall be directed to the attention of the Chief Legal Officer of the Company. All notices and communications shall be deemed to have been received on the date of delivery thereof or on the third business day after the mailing thereof, except that notice of change of address shall be effective only upon receipt.

- (c) Indemnification. Executive shall be indemnified by the Company to the maximum extent permitted by applicable law as provided in the memorandum and articles of association of Endo. In addition, the Company agrees to continue and maintain, at the Company's sole expense, a directors' and officers' liability insurance policy covering Executive both during and the Employment Term and while the potential liability exists (but in no event longer than six (6) years, if such limitation applies to all other individuals covered by such policy) after the Employment Term, that is no less favorable than the policy covering Board members and other executive officers of the Company from time to time. The obligations under this paragraph shall survive any termination of the Employment Term.

- (d) Withholding. The Company shall be entitled to withhold the amount, if any, of all taxes of any applicable jurisdiction required to be withheld by an employer with respect to any amount paid to Executive hereunder. The Company, in its sole and absolute discretion, shall make all determinations as to whether it is obligated to withhold any taxes hereunder and the amount thereof.

- (e) Release of Claims. The termination benefits described in Section 8(d)(ii) – (iv) of this Agreement shall be conditioned on Executive delivering to the Company, a signed release of claims in the form of Exhibit A hereto within forty-five (45)

days or twenty-one (21) days, as may be applicable under the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act, following Executive's termination date, and not revoking Executive's consent to such release of claims within seven (7) days of such execution; provided, however, that Executive shall not be required to release any rights Executive may have to be indemnified by, or be covered under any directors' and officers' liability insurance of, the Company under Section 14(c) of this Agreement.

- (f) Resignation as Officer or Director. Upon a termination of employment for any reason, Executive shall, resign each position (if any) that Executive then holds as an officer or director of the Company and any of its affiliates. Executive's execution of this Agreement shall be deemed the grant by Executive to the officers of the Company of a limited power of attorney to sign in Executive's name and on Executive's behalf any such documentation as may be required to be executed solely for the limited purposes of effectuating such resignations.
- (g) Executive Acknowledgement. Executive acknowledges the Common Stock Ownership Guidelines for Non-Employee Directors and Executive Management of Endo International plc, as may be amended from time to time, and Endo's compensation recoupment policy, as may be amended from time to time.
- (h) Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by Executive and the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.
- (i) Effect of Other Law. Anything herein to the contrary notwithstanding, the terms of this Agreement shall be modified to the extent required to meet the provisions of the Sarbanes-Oxley Act of 2002, Section 409A of the Code, or other federal law applicable to the employment arrangements between Executive and the Company. Any delay in providing benefits or payments, any failure to provide a benefit or payment, or any repayment of compensation that is required under the preceding sentence shall not in and of itself constitute a breach of this Agreement;

provided, however, that the Company shall provide economically equivalent payments or benefits to Executive to the extent permitted by law.

- (j) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware applicable to contracts executed in and to be performed entirely within such State, without giving effect to the conflict of law principles thereof. Any dispute hereunder may be adjudicated in any Federal or state court sitting in the State of Delaware or, at the Company's election, in any other state in which Executive maintains Executive's principal residence or Executive's principal place of business.
- (k) No Conflicts. (A) Executive represents and warrants to the Company that Executive is not a party to or otherwise bound by any agreement or arrangement (including any license, covenant, or commitment of any nature), or subject to any judgment, decree, or order of any court or administrative agency, that would conflict with or will be in conflict with or in any way preclude, limit or inhibit Executive's ability to execute this Agreement or to carry out Executive's duties and responsibilities hereunder. (B) The Company represents and warrants to Executive that the Company is not a party to or otherwise bound by any agreement or arrangement (including any license, covenant, or commitment of any nature), or subject to any judgment, decree, or order of any court or administrative agency, that would conflict with or will be in conflict with or in any way preclude, limit or inhibit the Company's ability to execute this Agreement or to carry out the Company's duties and responsibilities hereunder.
- (l) Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.
- (m) Inconsistencies. In the event of any inconsistency between any provision of this Agreement and any provision of any employee handbook, personnel manual, program, policy, or arrangement of the Company or its affiliates (including any provisions relating to notice requirements and post-employment restrictions), the provisions of this Agreement shall control, unless Executive otherwise agrees in a writing that expressly refers to the provision of this Agreement whose control Executive is waiving.
- (n) Beneficiaries/References. In the event of Executive's death or a judicial determination of Executive's incompetence, references in this Agreement to Executive shall be deemed, where appropriate, to refer to Executive's beneficiary, estate or other legal representative.

- (o) Survival. Except as otherwise set forth in this Agreement, the respective rights and obligations of the parties hereunder shall survive the Employment Term and any termination of Executive's employment. Without limiting the generality of the forgoing, the provisions of Section 8, 10, 11, and 12 shall survive the termination of the Employment Term.
- (p) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and, as of the Effective Date, supersedes all prior agreements, understandings and arrangements, oral or written, between the parties hereto with respect to the subject matter hereof.
- (q) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

15. Certain Rules of Construction.

- (a) The headings and subheadings set forth in this Agreement are inserted for the convenience of reference only and are to be ignored in any construction of the terms set forth herein.
- (b) Wherever applicable, the neuter, feminine or masculine pronoun as used herein shall also include the masculine or feminine, as the case may be.
- (c) The term "including" is not limiting and means "including without limitation."
- (d) References in this Agreement to any statute or statutory provisions include a reference to such statute or statutory provisions as from time to time amended, modified, reenacted, extended, consolidated or replaced (whether before or after the date of this Agreement) and to any subordinate legislation made from time to time under such statute or statutory provision.
- (e) References to "writing" or "written" include any non-transient means of representing or copying words legibly, including by facsimile or electronic mail.
- (f) References to "\$" are to United States Dollars.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer and Executive has executed this Agreement as of the day and year first above written.

ENDO HEALTH SOLUTIONS INC.

By: /S/ Blaise Coleman
Name: Blaise Coleman
Title: President and Chief
Executive Officer

EXECUTIVE

By: /S/ James Tursi
Name: James Tursi
Title: Executive Vice President,
Global Research and
Development

SIGNATURE PAGE

EXHIBIT A

FORM OF RELEASE AGREEMENT

THIS RELEASE AGREEMENT (the “Release”) is made by and between James Tursi (“Executive”) and Endo Health Solutions, Inc. (the “Company”).

1. FOR AND IN CONSIDERATION of the payments and benefits provided in Section 8(d) (excluding clause (i)) of the Employment Agreement between Executive and the Company dated as of December 15, 2021, (the “Employment Agreement”), Executive, for Executive, his or her successors and assigns, executors and administrators, now and forever hereby releases and discharges the Company, together with all of its past and present parents, subsidiaries, and affiliates, together with each of their officers, directors, stockholders, partners, employees, agents, representatives and attorneys, and each of their subsidiaries, affiliates, estates, predecessors, successors, and assigns (hereinafter collectively referred to as the “Releasees”) from any and all rights, claims, charges, actions, causes of action, complaints, sums of money, suits, debts, covenants, contracts, agreements, promises, obligations, damages, demands or liabilities of every kind whatsoever, in law or in equity, whether known or unknown, suspected or unsuspected, which Executive or Executive’s executors, administrators, successors or assigns ever had, now has or may hereafter claim to have by reason of any matter, cause or thing whatsoever; arising from the beginning of time up to the date Executive executes the Release: (i) relating in any way to Executive’s employment relationship with the Company or any of the Releasees, or the termination of Executive’s employment relationship with the Company or any of the Releasees; (ii) arising under or relating to the Employment Agreement; (iii) arising under any federal, local or state statute or regulation, including, without limitation, the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Employee Retirement Income Security Act of 1974, the Equal Pay Act, Sections 1981 through 1988 of Title 42 of the United States Code, the Immigration Reform and Control Act, the Workers Adjustment and Retraining Notification Act, the Occupational Safety and Health Act, the Family and Medical Leave Act, the Fair Labor Standards Act of 1938, Executive Order 11246, the Pennsylvania Human Relations Act, the Pennsylvania Whistleblower Law, the New York State Human Rights Law, the New York Labor Law and the New York Civil Rights Law and/or the applicable state or local law or ordinance against

discrimination, each as amended; (iv) relating to wrongful employment termination or breach of contract; or (v) arising under or relating to any policy, agreement, understanding or promise, written or oral, formal or informal, between the Company and any of the Releasees and Executive; provided, however, that notwithstanding the foregoing, nothing contained in the Release shall in any way diminish or impair: (a) any rights Executive may have, from and after the date the Release is executed; (b) any rights to indemnification that may exist from time to time under the Company's certificate of incorporation or bylaws, or state law or any other indemnification agreement entered into between Executive and the Company; (c) any rights Executive may have under any applicable general liability and/or directors and officers insurance policy maintained by the Company; (d) any rights Executive may have to payments and benefits under Sections 8(a)(i) and (iii) of the Employment Agreement; (e) the right to receive the following payments and benefits: [SPECIFIC LIST OF COMPENSATION AND BENEFITS PAYABLE UNDER SECTIONS 8(a)(ii), (iv), (v) AND (vi) OF THE EMPLOYMENT AGREEMENT TO BE INCLUDED]; (f) Executive's ability to bring appropriate proceedings to enforce the Release; and (g) any rights or claims Executive may have that cannot be waived under applicable law (collectively, the "Excluded Claims"). Executive further acknowledges and agrees that, except with respect to Excluded Claims, the Company and the Releasees have fully satisfied any and all obligations whatsoever owed to Executive arising out of Executive's employment with the Company or any of the Releasees, and that no further payments or benefits are owed to Executive by the Company or any of the Releasees.

2. Executive acknowledges and agrees that Executive has been advised to consult with an attorney of Executive's choosing prior to signing the Release. Executive understands and agrees that Executive has the right and has been given the opportunity to review the Release with an attorney of Executive's choice should Executive so desire. Executive also agrees that Executive has entered into the Release freely and voluntarily. Executive further acknowledges and agrees that Executive has had at least [twenty-one (21)][forty-five (45)] calendar days to consider the Release, although Executive may sign it sooner if Executive wishes, but in any case, not prior to the termination date. In addition, once Executive has signed the Release, Executive shall have seven (7) additional days from the date of execution to revoke Executive's consent and may do so by writing to: _____. The Release shall not be effective, and no payments shall be due hereunder, earlier than the eighth (8th) day after Executive shall have executed the Release and returned it to the Company, assuming that Executive had not revoked Executive's consent to the Release prior to such date.

3. It is understood and agreed by Executive that any payment made to Executive is not to be construed as an admission of any liability whatsoever on the part of the Company or any of the other Releasees, by whom liability is expressly denied.
4. The Release is executed by Executive voluntarily and is not based upon any representations or statements of any kind made by the Company or any of the other Releasees as to the merits, legal liabilities or value of Executive's claims. Executive further acknowledges that Executive has had a full and reasonable opportunity to consider the Release and that Executive has not been pressured or in any way coerced into executing the Release.
5. The exclusive venue for any disputes arising hereunder shall be the state or federal courts located in the State of Delaware or, at the Company's election, in any other state in which Executive maintains Executive's principal residence or Executive's principal place of business, and each of the parties hereto irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. Each of the parties hereto also agrees that any final and unappealable judgment against a party hereto in connection with any action, suit or other proceeding may be enforced in any court of competent jurisdiction, either within or outside of the United States. A certified or exemplified copy of such award or judgment shall be conclusive evidence of the fact and amount of such award or judgment.
6. The Release and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the State of Delaware. If any provision hereof is unenforceable or is held to be unenforceable, such provision shall be fully severable, and this document and its terms shall be construed and enforced as if such unenforceable provision had never comprised a part hereof, the remaining provisions hereof shall remain in full force and effect, and the court construing the provisions shall add as a part hereof a provision as similar in terms and effect to such unenforceable provision as may be enforceable, in lieu of the unenforceable provision.
7. The Release shall inure to the benefit of and be binding upon the Company and its successors and assigns.

IN WITNESS WHEREOF, Executive and the Company have executed the Release as of the date and year provided below.

IMPORTANT NOTICE: BY SIGNING BELOW YOU RELEASE AND GIVE UP ANY AND ALL LEGAL CLAIMS, KNOWN AND UNKNOWN, THAT YOU MAY HAVE AGAINST THE COMPANY AND RELATED PARTIES.

ENDO HEALTH SOLUTIONS INC.

James Tursi

Dated: _____

Dated: _____

Personal and Confidential

July 11, 2022

c/o Endo International plc
First Floor, Minerva House, Simmonscourt Road
Ballsbridge, Dublin, Ireland

Re: 2022 Retention Program

Dear James:

As previously disclosed, Endo International plc (“Endo” or the “Company”) is focused on exploring strategic alternatives that it believes are in the best interests of the Company. While we cannot speculate on the likelihood, nature or timing of any outcome, the Company is taking additional action to advance our key objective of retaining our talent through this pivotal time period.

On behalf of the Company and its subsidiaries, I am pleased to provide you with the amounts set forth below, subject to the terms and conditions contained in this letter agreement (this “Agreement”). Capitalized terms not defined herein shall have the meanings set forth on Appendix A.

1. Retention Program.

- (a) Subject to the terms and conditions set forth in this Agreement, you will receive a cash lump sum payment in an amount equal to \$4,630,000 (the “Retention Bonus”), paid prior to July 29, 2022, subject to applicable tax withholding and paid in accordance with Endo’s payroll policies. The Retention Bonus represents (i) the accelerated payment of (A) \$390,000 in respect of your annual cash incentive compensation opportunity for 2022 (based on target performance) (the “2022 Bonus”); (B) \$1,800,000 in respect of your long-term incentive compensation for 2022 and (C) \$250,000 payable in respect of your cash sign-on bonus ((A) – (C), the “Accelerated Compensation”); plus (ii) the accelerated payment of \$2,190,000 in respect of your short- and long term-target incentive compensation opportunities for 2023, based on your 2023 short-term incentive compensation target of 65% and your 2023 long-term incentive compensation target of 300% (the “Accelerated 2023 Incentive Compensation”), subject in each case to repayment as further described in this Agreement. The Retention Bonus is in lieu of any rights you may have to receive currently outstanding incentive compensation, as well as any incentive compensation with respect to 2023 or otherwise to be issued in 2023 (except for the Outperformance Bonus).
- (b) Except as set forth in this Agreement, you must repay the Retention Bonus unless you remain employed with the Company and its subsidiaries, as applicable, until the following dates (each, a “Vesting Date”): (i) with respect to the 2022 Bonus, March 1, 2023, (ii) with respect to the remaining Accelerated Compensation (other than the 2022 Bonus), December 31, 2022, (iii) with respect to the Accelerated 2023 Incentive Compensation other than the Performance-Based Component, December 31, 2023 and (iv) with respect to the Performance-Based Component, March 1, 2024. If your employment terminates prior to a Vesting Date for any reason other than due to a Qualifying Termination, then you will repay to the Company or its designated subsidiary, within sixty (60) days after the

date of termination, the unvested portion of the Retention Bonus. Notwithstanding the foregoing, the unvested portion of the Retention Bonus that is subject to repayment may be repaid within thirty (30) days after the date of termination on an after-tax basis.

- (c) You further agree that up to forty percent (40%) of the 2022 Bonus and up to forty percent (40%) of the Accelerated 2023 Incentive Compensation (the "Performance-Based Component") will be further subject to repayment to the Company or its designated subsidiary if the Company's Performance Metrics (as defined below) are not achieved in accordance with Section 2 of this Agreement, in the following amounts:
- (i) if the Performance Metrics are achieved at a level between the threshold and target levels, between 50% - 100% of the Performance-Based Component will be earned and will no longer be subject to repayment, based on linear interpolation, with such achievement objectively determined by the Compensation & Human Capital Committee (the "Committee") of the Board of Directors of the Company (the "Board"); and
 - (ii) if the Performance Metrics are achieved below the threshold level, 0% of the Performance-Based Component will be earned and 100% of the Performance-Based Component will be subject to repayment, with such achievement objectively determined by the Committee.

The Committee will determine and notify you of the level of achievement, if any, of the Performance Metrics (i) with respect to the 2022 Bonus, no later than March 15, 2023 and (ii) with respect to the Accelerated 2023 Incentive Compensation, no later than March 15, 2024. Your repayment of any portion of the Performance-Based Component in accordance with this Section 1(c) must be made no later than sixty (60) days after the applicable notification date; *provided*, that the Performance-Based Component may be repaid within thirty (30) days after the applicable notification date on an after-tax basis.

- (d) Notwithstanding Sections 1(b) and 1(c) above, your repayment obligations with respect to the Retention Bonus will expire upon your Qualifying Termination or upon a Change in Control.
- (e) In addition to the payment of the Retention Bonus in accordance with the term of this Agreement, if you are still employed with the Company or any of its subsidiaries (or successors thereto) on March 1, 2024 and the Performance Metrics for 2023 are achieved between the target level and the stretch level, you will be entitled to an additional bonus (the "Outperformance Bonus") equal to 0 – 100% of the Performance-Based Component, based on linear interpolation, with such achievement objectively determined by the Committee. The Outperformance Bonus will be paid, if earned, in 2024 but no later than March 15, 2024, subject to applicable tax withholding and paid in accordance with Endo's payroll policies. If your employment with the Company or its subsidiary terminates for any reason on or prior to March 1, 2024, then you will forfeit your right to receive the Outperformance Bonus.

2. Performance Metrics. The Performance-Based Component may be earned based upon the achievement of certain Company-related financial and operational performance metrics which were established by the Committee on April 28, 2022 with respect to the 2022 Bonus, and

on July 5, 2022 with respect to the Accelerated 2023 Incentive Compensation (collectively, the “Performance Metrics”). The Performance Metrics will be measured (i) from January 1, 2022 through December 31, 2023 with respect to the 2022 Bonus and (ii) from January 1, 2023 through December 31, 2023 with respect to the Accelerated 2023 Incentive Compensation.

3. No Right to Continued Employment; Sole Benefit. Nothing in this Agreement will confer any right to your continued employment with the Company or its subsidiaries (or successors), which may be terminated at any time in accordance with your employment agreement, if any, and relevant policies. Unless required by law or provided otherwise, the Retention Bonus will not be taken into account in calculating any other compensation or benefits due to you, including with respect to any retirement benefits offered under any employee benefit plans.

4. Governing Law. This Agreement shall be governed by the laws of the State of Delaware, without giving effect to the conflict of law principles thereof. Any dispute hereunder may be adjudicated in any federal or state court sitting in the State of Delaware or, at the Company’s election, in any other state in which you maintain your principal residence.

5. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which taken together will constitute one and the same instrument.

6. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between you and the Company with respect to the subject matter hereof and supersedes any and all prior agreements or understandings between you and the Company or its subsidiaries (or successors) with respect to the subject matter hereof, whether written or oral, including any underlying agreement relating to the Accelerated Compensation or any Accelerated 2023 Incentive Compensation. This Agreement shall not modify your employment agreement with the Company or any of its subsidiaries, if any, or, if applicable, your participation in the Amended and Restated Endo International plc Severance Plan and Summary Plan Description; except, that if you become entitled to any severance payments under either such arrangement in either 2022 or 2023, such payments shall not include a pro-rated annual cash bonus in respect of 2022, a pro-rated annual cash bonus in respect of 2023, or any annual cash bonus for any prior completed year (in each case, to the extent duplicative of payments received under this Agreement or any prior agreement with the Company or its affiliate). This Agreement may be amended or modified only by a written instrument executed by you and the Company.

Your exceptional leadership and business expertise are critical to Endo as we continue to advance our mission to develop and deliver life-enhancing products through focused execution. We thank you for your commitment to the Company, and are confident that Endo can count on your continued support. Please direct any questions to Tracy Basso, Chief Human Resources Officer.

Very truly yours,

ENDO INTERNATIONAL PLC

By: /S/ Blaise Coleman
Blaise Coleman
President and CEO

The above terms and conditions accurately reflect our understanding regarding the terms and conditions of the Retention Bonus, and I hereby confirm my agreement to the same.

/S/ James Tursi
Name: James Tursi

7/11/2022
Date:

Appendix A – Definitions

For purposes of this Agreement, the capitalized terms below have the following definitions:

“Cause” shall have the meaning set forth in the Amended and Restated Endo International plc Severance Plan and Summary Plan Description.

“Change in Control” shall be deemed to have occurred upon the first of the following events to occur:

(i) Any “Person” (as defined below) is or becomes the “beneficial owner” (“Beneficial Owner”) within the meaning set forth in Rule 13d-3 under the Securities and Exchange Act of 1934, as amended (the “Exchange Act”), directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its “Affiliates” (as defined in Rule 12b-2 promulgated under Section 12 of the Exchange Act)) representing 30% or more of the combined voting power of the Company’s then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (A) of Subparagraph (iii) below;

(ii) The following individuals cease for any reason to constitute a majority of the number of directors then serving: individuals who, on the date hereof, constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board or nomination for election by the Company’s shareholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors on the date hereof or whose appointment, election or nomination for election was previously so approved or recommended;

(iii) There is consummated a merger or consolidation, reorganization, share exchange or similar corporate transaction of the Company (a “Transaction”) with any other corporation or other entity or entities, other than (A) a Transaction which results in (1) the voting securities of the Company outstanding immediately prior to such Transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any subsidiary of the Company, at least 60% of the combined voting power of the securities of the Company or such surviving entity or any parent thereof outstanding immediately after such Transaction and (2) the individuals who comprise the Board immediately prior thereto constituting immediately thereafter at least a majority of the board of directors of the Company, the entity surviving such Transaction or, if the Company or the entity surviving such merger is then a subsidiary, the ultimate parent thereof, or (B) a Transaction effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities Beneficially Owned by such Person any securities acquired directly from the Company or its Affiliates) representing 30% or more of the combined voting power of the Company’s then outstanding securities; or

(iv) The shareholders of the Company approve a plan of complete liquidation or dissolution of the Company.

A “Change in Control” shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record

holders of Company ordinary shares immediately prior to such transaction(s) continue to have substantially the same proportionate ownership in an entity which owns all or substantially all of the Company assets immediately following such transaction or series of transactions. Any of the above events may be effected pursuant to (A) a takeover under Irish takeover rules; (B) a compromise or arrangement under Chapter 1 of Part 9 of the Companies Act 2014 of the Republic of Ireland or (C) Chapter 2 of Part 9 of the Companies Act 2014 of the Republic of Ireland.

“Disability“ shall have the meaning set forth in the Amended and Restated Endo International plc Severance Plan and Summary Plan Description.

“Good Reason“ means (a) a material diminution or material adverse change in your position, authority, duties, or responsibilities with the Company and its subsidiaries (in each case, other than as occurring solely as a result of a change in the Company’s status as a public or private entity); (b) a reduction in your base salary for employment with the Company to a level below that in effect at any time previously (other than as part of a comprehensive reduction in salary applicable to employees of the Company generally so long as the reduction applicable to you is comparable to the reduction applied to other employees of the Company); or (c) the Company’s requirement that you be based at any place outside a 50-mile radius from your then current job location or residence without your written consent, except for travel that is reasonably necessary in connection with the Company’s business.

“Person“ shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified by Sections 13(d) and 15(d) thereof, except that such term shall not include (i) the Company or any of its subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Affiliates, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation owned, directly or indirectly, by Company shareholders in substantially the same proportions as their ownership of the Company.

“Qualifying Termination“ means (a) the termination of your employment with the Company or its subsidiary (i) other than for Cause, (ii) by you with Good Reason, or (iii) due to your death or Disability; or (b) in connection with a sale or other divestiture of all or any portion of Company assets, a transfer of your employment to a buyer (including pursuant to an offer and acceptance of employment or transfer); provided, in each case under clauses (a) and (b), that you or your estate must execute a general release of claims in favor of the Company and its Affiliates, in a form satisfactory to the Company, and such release becomes irrevocable within 60 days following your termination of employment, in which case the effective date of the Qualifying Termination will be your date of termination of employment. If you or your estate fail to execute and deliver such release, or if you revoke the release, then your employment termination will not be a Qualifying Termination and you (or your estate) must repay the full portion of the Retention Bonus for which the Vesting Dates did not occur as of the termination date no later than 70 days after your termination date.

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002

I, Blaise Coleman, certify that:

1. I have reviewed this annual report on Form 10-K/A of Endo International plc; and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

/S/ BLAISE COLEMAN

Blaise Coleman

President and Chief Executive Officer
(Principal Executive Officer)

Date: April 28, 2023

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002

I, Mark T. Bradley, certify that:

1. I have reviewed this annual report on Form 10-K/A of Endo International plc; and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

/S/ MARK T. BRADLEY

Mark T. Bradley

Executive Vice President, Chief Financial Officer
(Principal Financial Officer)

Date: April 28, 2023