UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

(Mark One)

☒ **Quarterly report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

For the quarterly period ended June 30, 2023

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: 001-33500

JAZZ PHARMACEUTICALS PUBLIC LIMITED COMPANY

(Exact name of registrant as specified in its charter)

Ireland	**98-1032470**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

Fifth Floor, Waterloo Exchange,
Waterloo Road, Dublin 4, Ireland D04 E5W7
011-353-1-634-7800
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Ordinary shares, nominal value $0.0001 per share	JAZZ	The Nasdaq Stock Market LLC

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 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 is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of August 2, 2023, 63,134,812 ordinary shares of the registrant, nominal value $0.0001 per share, were outstanding.

JAZZ PHARMACEUTICALS PLC
QUARTERLY REPORT ON FORM 10-Q FOR THE QUARTER ENDED JUNE 30, 2023

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We own or have rights to various copyrights, trademarks, and trade names used in our business in the U.S. and/or other countries, including the following: Jazz Pharmaceuticals®, Xyrem® (sodium oxybate) oral solution, Xywav® (calcium, magnesium, potassium, and sodium oxybates) oral solution, Epidiolex® (cannabidiol) oral solution, Epidyolex® (the trade name in Europe and other countries outside the U.S. for Epidiolex), Defitelio® (defibrotide sodium), Defitelio® (defibrotide), CombiPlex®, Vyxeos® (daunorubicin and cytarabine) liposome for injection, Vyxeos® liposomal 44 mg/100 mg powder for concentrate for solution for infusion, Zepzelca® (lurbinectedin), Rylaze® (asparaginase erwinia chrysanthemi (recombinant)-rywn) and Sativex® (nabiximols) oral solution. This Quarterly Report on Form 10-Q also includes trademarks, service marks and trade names of other companies. Trademarks, service marks and trade names appearing in this Quarterly Report on Form 10-Q are the property of their respective owners.

PART I – FINANCIAL INFORMATION

Item 1. Financial Statements

JAZZ PHARMACEUTICALS PLC
CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands)
(Unaudited)

	June 30, 2023	December 31, 2022
ASSETS		
Current assets:		
Cash and cash equivalents	$ 1,282,304	$ 881,482
Investments	80,000	—
Accounts receivable, net of allowances	610,389	651,493
Inventories	657,214	714,061
Prepaid expenses	107,490	91,912
Other current assets	272,458	267,192
Total current assets	3,009,855	2,606,140
Property, plant and equipment, net	229,264	228,050
Operating lease assets	69,040	73,326
Intangible assets, net	5,705,777	5,794,437
Goodwill	1,742,675	1,692,662
Deferred tax assets, net	430,086	376,247
Deferred financing costs	7,865	9,254
Other non-current assets	65,978	55,139
Total assets	$ 11,260,540	$ 10,835,255
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 98,428	$ 90,758
Accrued liabilities	748,304	803,255
Current portion of long-term debt	31,000	31,000
Income taxes payable	67,529	7,717
Deferred revenue	4	463
Total current liabilities	945,265	933,193
Long-term debt, less current portion	5,686,646	5,693,341
Operating lease liabilities, less current portion	65,547	71,838
Deferred tax liabilities, net	910,724	944,337
Other non-current liabilities	126,683	106,812
Commitments and contingencies (Note 9)		
Shareholders' equity:		
Ordinary shares	6	6
Non-voting euro deferred shares	55	55
Capital redemption reserve	473	472
Additional paid-in capital	3,580,115	3,477,124
Accumulated other comprehensive loss	(866,823)	(1,125,509)
Retained earnings	811,849	733,586
Total shareholders' equity	3,525,675	3,085,734
Total liabilities and shareholders' equity	$ 11,260,540	$ 10,835,255

The accompanying notes are an integral part of these condensed consolidated financial statements.

JAZZ PHARMACEUTICALS PLC
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(In thousands, except per share amounts)
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Revenues:				
Product sales, net	$ 946,987	$ 928,300	$ 1,831,206	$ 1,738,137
Royalties and contract revenues	10,330	4,578	18,923	8,462
Total revenues	957,317	932,878	1,850,129	1,746,599
Operating expenses:				
Cost of product sales (excluding amortization of acquired developed technologies)	97,537	124,208	226,181	239,492
Selling, general and administrative	340,844	366,473	638,761	675,286
Research and development	209,238	139,047	398,648	269,028
Intangible asset amortization	152,062	148,456	301,848	320,550
Acquired in-process research and development	—	69,148	1,000	69,148
Total operating expenses	799,681	847,332	1,566,438	1,573,504
Income from operations	157,636	85,546	283,691	173,095
Interest expense, net	(73,470)	(63,189)	(147,617)	(133,873)
Foreign exchange gain (loss)	(2,382)	(1,343)	811	(11,883)
Income before income tax benefit and equity in loss of investees	81,784	21,014	136,885	27,339
Income tax benefit	(24,323)	(16,112)	(39,647)	(15,576)
Equity in loss of investees	1,669	2,461	2,674	6,603
Net income	$ 104,438	$ 34,665	$ 173,858	$ 36,312
Net income per ordinary share:				
Basic	$ 1.63	$ 0.56	$ 2.73	$ 0.58
Diluted	$ 1.52	$ 0.55	$ 2.55	$ 0.57
Weighted-average ordinary shares used in per share calculations - basic	63,991	62,436	63,744	62,152
Weighted-average ordinary shares used in per share calculations - diluted	73,540	63,431	73,657	63,171

The accompanying notes are an integral part of these condensed consolidated financial statements.

JAZZ PHARMACEUTICALS PLC
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(In thousands)
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Net income	$ 104,438	$ 34,665	$ 173,858	$ 36,312
Other comprehensive income (loss):				
Foreign currency translation adjustments	108,499	(515,309)	253,778	(705,797)
Loss on fair value hedging activities reclassified from accumulated other comprehensive income (loss) to foreign exchange gain (loss), net of income tax benefit of $—, $—, $— and $43, respectively	—	—	—	128
Unrealized gain on cash flow hedging activities, net of income tax expense of $1,887, $—, $1,887 and $—, respectively	5,679	—	5,679	—
Gain on cash flow hedging activities reclassified from accumulated other comprehensive income (loss) to interest expense, net of income tax expense of $256, $—, $256 and $—, respectively	(771)	—	(771)	—
Other comprehensive income (loss)	113,407	(515,309)	258,686	(705,669)
Total comprehensive income (loss)	$ 217,845	$ (480,644)	$ 432,544	$ (669,357)

The accompanying notes are an integral part of these condensed consolidated financial statements.

JAZZ PHARMACEUTICALS PLC
CONDENSED CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(In thousands)
(Unaudited)

	Ordinary Shares		Non-voting Euro Deferred		Capital Redemption Reserve	Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total Equity
	Shares	Amount	Shares	Amount					
Balance at December 31, 2022	63,214	$ 6	4,000	$ 55	$ 472	$ 3,477,124	$ (1,125,509)	$ 733,586	$ 3,085,734
Issuance of ordinary shares in conjunction with exercise of share options	188	—	—	—	—	21,228	—	—	21,228
Issuance of ordinary shares in conjunction with vesting of restricted stock units	585	—	—	—	—	—	—	—	—
Shares withheld for payment of employee's withholding tax liability	—	—	—	—	—	(43,266)	—	—	(43,266)
Share-based compensation	—	—	—	—	—	56,646	—	—	56,646
Other comprehensive income	—	—	—	—	—	—	145,279	—	145,279
Net income	—	—	—	—	—	—	—	69,420	69,420
Balance at March 31, 2023	63,987	$ 6	4,000	$ 55	$ 472	$ 3,511,732	$ (980,230)	$ 803,006	$ 3,335,041
Issuance of ordinary shares in conjunction with exercise of share options	28	—	—	—	—	2,003	—	—	2,003
Issuance of ordinary shares under employee stock purchase plan	81	—	—	—	—	8,863	—	—	8,863
Issuance of ordinary shares in conjunction with vesting of restricted stock units	58	—	—	—	—	—	—	—	—
Shares withheld for payment of employee's withholding tax liability	—	—	—	—	—	(4,188)	—	—	(4,188)
Share-based compensation	—	—	—	—	—	61,705	—	—	61,705
Shares repurchased	(756)	—	—	—	1	—	—	(95,595)	(95,594)
Other comprehensive income	—	—	—	—	—	—	113,407	—	113,407
Net income	—	—	—	—	—	—	—	104,438	104,438
Balance at June 30, 2023	63,398	$ 6	4,000	$ 55	$ 473	$ 3,580,115	$ (866,823)	$ 811,849	$ 3,525,675

JAZZ PHARMACEUTICALS PLC
CONDENSED CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(In thousands)
(Unaudited)

	Ordinary Shares		Non-voting Euro Deferred		Capital Redemption Reserve	Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total Equity
	Shares	Amount	Shares	Amount					
Balance at December 31, 2021	61,633	$ 6	4,000	$ 55	$ 472	$ 3,534,792	$ (400,360)	$ 830,226	$ 3,965,191
Cumulative effect adjustment from adoption of ASU 2020-06	—	—	—	—	—	(333,524)	—	127,474	(206,050)
Issuance of ordinary shares in conjunction with exercise of share options	207	—	—	—	—	21,729	—	—	21,729
Issuance of ordinary shares in conjunction with vesting of restricted stock units	404	—	—	—	—	—	—	—	—
Shares withheld for payment of employee's withholding tax liability	—	—	—	—	—	(33,776)	—	—	(33,776)
Share-based compensation	—	—	—	—	—	50,106	—	—	50,106
Other comprehensive loss	—	—	—	—	—	—	(190,360)	—	(190,360)
Net income	—	—	—	—	—	—	—	1,647	1,647
Balance at March 31, 2022	62,244	$ 6	4,000	$ 55	$ 472	$ 3,239,327	$ (590,720)	$ 959,347	$ 3,608,487
Issuance of ordinary shares in conjunction with exercise of share options	194	—	—	—	—	16,640	—	—	16,640
Issuance of ordinary shares under employee stock purchase plan	81	—	—	—	—	8,234	—	—	8,234
Issuance of ordinary shares in conjunction with vesting of restricted stock units	104	—	—	—	—	—	—	—	—
Shares withheld for payment of employee's withholding tax liability	—	—	—	—	—	(6,289)	—	—	(6,289)
Share-based compensation	—	—	—	—	—	54,407	—	—	54,407
Shares repurchased	—	—	—	—	—	—	—	(54)	(54)
Other comprehensive loss	—	—	—	—	—	—	(515,309)	—	(515,309)
Net income	—	—	—	—	—	—	—	34,665	34,665
Balance at June 30, 2022	62,623	$ 6	4,000	$ 55	$ 472	$ 3,312,319	$ (1,106,029)	$ 993,958	$ 3,200,781

The accompanying notes are an integral part of these condensed consolidated financial statements.

JAZZ PHARMACEUTICALS PLC
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)
(Unaudited)

	Six Months Ended June 30,	
	2023	**2022**
Operating activities		
Net income	$ 173,858	$ 36,312
Adjustments to reconcile net income to net cash provided by operating activities:		
Intangible asset amortization	301,848	320,550
Share-based compensation	117,785	103,757
Acquisition accounting inventory fair value step-up adjustment	88,272	132,225
Other non-cash transactions	48,156	(29,095)
Depreciation	15,089	15,364
Non-cash interest expense	10,193	17,740
Provision for losses on accounts receivable and inventory	5,550	6,150
Acquired in-process research and development	1,000	69,148
Loss on disposal of a business	—	40,814
Deferred tax benefit	(145,395)	(82,315)
Changes in assets and liabilities:		
Accounts receivable	42,439	(34,231)
Inventories	(7,082)	(41,929)
Prepaid expenses and other current assets	(3,392)	22,654
Operating lease assets	11,578	6,939
Other non-current assets	(12,908)	(329)
Accounts payable	7,462	(24,771)
Accrued liabilities	(89,808)	(44,430)
Income taxes payable	45,937	(4,468)
Deferred revenue	(459)	(1,047)
Operating lease liabilities, less current portion	(11,950)	(8,085)
Other non-current liabilities	19,300	11,062
Net cash provided by operating activities	617,473	512,015
Investing activities		
Acquired in-process research and development	(1,000)	(69,148)
Purchases of property, plant and equipment	(9,561)	(24,570)
Acquisition of investments	(80,000)	(60,736)
Proceeds from sale of a business	—	53,000
Acquisition of intangible assets	—	(25,000)
Net cash used in investing activities	(90,561)	(126,454)
Financing activities		
Proceeds from employee equity incentive and purchase plans	32,094	46,603
Repayments of long-term debt	(15,500)	(266,518)
Payment of employee withholding taxes related to share-based awards	(47,454)	(40,065)
Share repurchases	(95,595)	(54)
Net cash used in financing activities	(126,455)	(260,034)
Effect of exchange rates on cash and cash equivalents	365	(5,710)
Net increase in cash and cash equivalents	400,822	119,817
Cash and cash equivalents, at beginning of period	881,482	591,448
Cash and cash equivalents, at end of period	$ 1,282,304	$ 711,265

The accompanying notes are an integral part of these condensed consolidated financial statements.

JAZZ PHARMACEUTICALS PLC
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. The Company and Summary of Significant Accounting Policies

Jazz Pharmaceuticals plc is a global biopharmaceutical company whose purpose is to innovate to transform the lives of patients and their families. We are dedicated to developing life-changing medicines for people with serious diseases - often with limited or no therapeutic options. We have a diverse portfolio of marketed medicines and novel product candidates, from early- to late-stage development, in neuroscience and oncology. Within these therapeutic areas, we strive to identify new options for patients by actively exploring small molecules and biologics, and through innovative delivery technologies and cannabinoid science.

Our lead marketed products are:

Neuroscience

- **Xywav® (calcium, magnesium, potassium, and sodium oxybates) oral solution**, a product approved by the U.S. Food and Drug Administration, or FDA, in July 2020 and launched in the U.S. in November 2020 for the treatment of cataplexy or excessive daytime sleepiness, or EDS, in patients with narcolepsy seven years of age and older, and also approved by FDA in August 2021 for the treatment of idiopathic hypersomnia, or IH, in adults and launched in the U.S. in November 2021. Xywav contains 92% less sodium than Xyrem®;
- **Xyrem (sodium oxybate) oral solution**, a product approved by FDA and distributed in the U.S. for the treatment of cataplexy or EDS in patients with narcolepsy seven years of age and older; Jazz also markets Xyrem in Canada for the treatment of cataplexy in patients with narcolepsy. Xyrem is also approved and distributed in the European Union, or EU (EU market authorizations include Northern Ireland), Great Britain and other markets through a licensing agreement; and
- **Epidiolex® (cannabidiol) oral solution**, a product approved by FDA and launched in the U.S. in 2018 by GW Pharmaceuticals plc, or GW, and currently indicated for the treatment of seizures associated with Lennox-Gastaut syndrome, or LGS, Dravet syndrome, or DS, or tuberous sclerosis complex, or TSC, in patients one year of age or older; in the EU and Great Britain (where it is marketed as Epidyolex®) and other markets, it is approved for adjunctive treatment of seizures associated with LGS or DS, in conjunction with clobazam (EU and Great Britain only), in patients 2 years of age and older and for adjunctive treatment of seizures associated with TSC in patients 2 years of age and older (select markets).

Oncology

- **Rylaze® (asparaginase erwinia chrysanthemi (recombinant)-rywn)**, a product approved by FDA in June 2021 and launched in the U.S. in July 2021 for use as a component of a multi-agent chemotherapeutic regimen for the treatment of acute lymphoblastic leukemia or lymphoblastic lymphoma in adults and pediatric patients aged one month or older who have developed hypersensitivity to *E. coli*-derived asparaginase;
- **Zepzelca® (lurbinectedin)**, a product approved by FDA in June 2020 under FDA's accelerated approval pathway and launched in the U.S. in July 2020 for the treatment of adult patients with metastatic small cell lung cancer, or SCLC, with disease progression on or after platinum-based chemotherapy; in Canada, Zepzelca received conditional approval in September 2021 for the treatment of adults with Stage III or metastatic SCLC, who have progressed on or after platinum-containing therapy;
- **Defitelio® (defibrotide sodium)**, a product approved in the U.S. for the treatment of hepatic veno-occlusive disease, or VOD, with renal or pulmonary dysfunction following hematopoietic stem cell transplantation, or HSCT, and in Japan for the treatment of hepatic sinusoidal obstruction syndrome (hepatic VOD). It is currently approved in the EU, Great Britain and other markets for the treatment of severe hepatic VOD, also known as sinusoidal obstructive syndrome in HSCT therapy. It is indicated in adults and pediatric patients over 1 month of age; and
- **Vyxeos® (daunorubicin and cytarabine) liposome for injection**, a product approved in the U.S., Canada, EU, Great Britain and other markets (marketed as Vyxeos® liposomal in the EU, Great Britain and other markets) for the treatment of adults with newly diagnosed therapy-related acute myeloid leukemia, or t-AML, or AML with myelodysplasia-related changes, or AML-MRC. An expanded indication was granted in the U.S. for the treatment of newly diagnosed t-AML or AML-MRC in pediatric patients aged 1 year and older.

Throughout this Quarterly Report on Form 10-Q, unless otherwise indicated or the context otherwise requires, all references to “Jazz Pharmaceuticals,” “the registrant,” "the Company", “we,” “us,” and “our” refer to Jazz Pharmaceuticals plc and its consolidated subsidiaries. Throughout this Quarterly Report on Form 10-Q, all references to “ordinary shares” refer to Jazz Pharmaceuticals plc’s ordinary shares.

Basis of Presentation

These unaudited condensed consolidated financial statements have been prepared following the requirements of the U.S. Securities and Exchange Commission for interim reporting. As permitted under those rules, certain footnotes and other financial information that are normally required by U.S. generally accepted accounting principles, or U.S. GAAP, can be condensed or omitted. The information included in this Quarterly Report on Form 10-Q should be read in conjunction with our annual audited consolidated financial statements and accompanying notes included in our Annual Report on Form 10-K for the year ended December 31, 2022.

In the opinion of management, these condensed consolidated financial statements have been prepared on the same basis as the annual audited consolidated financial statements and include all adjustments, consisting only of normal recurring adjustments, considered necessary for the fair presentation of our financial position and operating results. The results for the three and six months ended June 30, 2023 are not necessarily indicative of the results to be expected for the year ending December 31, 2023, for any other interim period or for any future period.

Our significant accounting policies have not changed substantially from those previously described in our Annual Report on Form 10-K for the year ended December 31, 2022, other than as described below.

These condensed consolidated financial statements include the accounts of Jazz Pharmaceuticals plc and our subsidiaries, and intercompany transactions and balances have been eliminated.

Our operating segment is reported in a manner consistent with the internal reporting provided to the chief operating decision maker, or CODM. Our CODM has been identified as our chief executive officer. We have determined that we operate in one business segment, which is the identification, development and commercialization of meaningful pharmaceutical products that address unmet medical needs.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosures in the condensed consolidated financial statements and accompanying notes. Management bases its estimates on historical experience and on assumptions believed to be reasonable under the circumstances. Actual results could differ materially from those estimates.

Adoption of New Accounting Standards

In October 2021, the Financial Accounting Standards Board issued ASU 2021-08, “Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers”, or ASU 2021-08, which requires entities to recognize and measure contract assets and contract liabilities acquired in a business combination in accordance with ASC 2014-09, “Revenue from Contracts with Customers (Topic 606)”. The update will generally result in an entity recognizing contract assets and contract liabilities at amounts consistent with those recorded by the acquiree immediately before the acquisition date rather than at fair value. ASU 2021-08 was effective for the Company from January 1, 2023 and we will apply to future business combinations, if any.

Significant Risks and Uncertainties

Historically, our business has been substantially dependent on Xyrem and while we expect that our business will continue to meaningfully depend on oxybate revenues from both Xywav and Xyrem, there is no guarantee that we can maintain oxybate revenues at or near historical levels, or that oxybate revenues will grow. In this regard, our ability to maintain or increase oxybate revenues and realize the anticipated benefits from our investment in Xywav are subject to a number of risks and uncertainties including, without limitation, those related to the launch of Xywav for the treatment of IH in adults and adoption in that indication; competition from the recent introduction of two authorized generic, or AG, versions of high-sodium oxybate and new products, such as Avadel’s recently approved Lumryz, for treatment of cataplexy and/or EDS in narcolepsy in the U.S. market, as well as potential future competition from additional AG versions of high-sodium oxybate and from generic versions of high-sodium oxybate and from other competitors; increased pricing pressure from, changes in policies by, or restrictions on reimbursement imposed by, third party payors, including our ability to maintain adequate coverage and reimbursement for Xywav and Xyrem; increased rebates required to maintain access to our products; challenges to our intellectual property around

Xywav and/or Xyrem, including from pending antitrust and intellectual property litigation; and continued acceptance of Xywav and Xyrem by physicians and patients. A significant decline in oxybate revenues could cause us to reduce our operating expenses or seek to raise additional funds, which would have a material adverse effect on our business, financial condition, results of operations and growth prospects, including on our ability to acquire, in-license or develop new products to grow our business.

In addition to risks related specifically to Xywav and Xyrem, we are subject to other challenges and risks related to successfully commercializing a portfolio of oncology products and other neuroscience products, and other risks specific to our business and our ability to execute on our strategy, as well as risks and uncertainties common to companies in the pharmaceutical industry with development and commercial operations, including, without limitation, risks and uncertainties associated with: ongoing clinical research activity and related outcomes, obtaining regulatory approval of our late-stage product candidates; effectively commercializing our approved or acquired products such as Epidiolex, Rylaze and Zepzelca; obtaining and maintaining adequate coverage and reimbursement for our products; contracting and rebates to pharmacy benefit managers and similar organizations that reduce our net revenue; increasing scrutiny of pharmaceutical product pricing and resulting changes in healthcare laws and policy; market acceptance; regulatory concerns with controlled substances generally and the potential for abuse; future legislation, action by the U.S. Drug Enforcement Agency or FDA action authorizing the sale, distribution, use, and insurance reimbursement of non-FDA approved cannabinoid products; delays or problems in the supply of our products, loss of single source suppliers or failure to comply with manufacturing regulations; delays or problems with third parties that are part of our manufacturing and supply chain; identifying, acquiring or in-licensing additional products or product candidates; pharmaceutical product development and the inherent uncertainty of clinical success; the challenges of protecting and enhancing our intellectual property rights; complying with applicable regulatory requirements; and possible restrictions on our ability and flexibility to pursue certain future opportunities as a result of our substantial outstanding debt obligations. In addition, the success of the acquisition of GW, or the GW Acquisition, will depend, in part, on our ability to realize the anticipated benefits from the combination of our and GW's historical businesses. The anticipated benefits to us of the GW Acquisition may not be realized at the expected levels, within the expected timeframe or at all or may take longer to realize or cost more than expected, which could materially and adversely affect our business, financial condition, results of operations and growth prospects.

Concentrations of Risk

Financial instruments that potentially subject us to concentrations of credit risk consist of cash, cash equivalents, investments and derivative contracts. Our investment policy permits investments in U.S. federal government and federal agency securities, corporate bonds or commercial paper issued by U.S. corporations, money market instruments, certain qualifying money market mutual funds, certain repurchase agreements, and tax-exempt obligations of U.S. states, agencies and municipalities and places restrictions on credit ratings, maturities, and concentration by type and issuer. We are exposed to credit risk in the event of a default by the financial institutions holding our cash, cash equivalents and investments to the extent recorded on the balance sheet.

We manage our foreign currency transaction risk and interest rate risk within specified guidelines through the use of derivatives. All of our derivative instruments are utilized for risk management purposes, and we do not use derivatives for speculative trading purposes. As of June 30, 2023, we had foreign exchange forward contracts with notional amounts totaling $365.3 million. As of June 30, 2023, the outstanding foreign exchange forward contracts had a net asset fair value of $0.5 million. As of June 30, 2023, we had interest rate swap contracts with notional amounts totaling $500 million. These outstanding interest rate swap contracts had an asset fair value of $6.6 million as of June 30, 2023. The counterparties to these contracts are large multinational commercial banks, and we believe the risk of nonperformance is not significant.

We are also subject to credit risk from our accounts receivable related to our product sales. We monitor our exposure within accounts receivable and record a reserve against uncollectible accounts receivable as necessary. We extend credit to pharmaceutical wholesale distributors and specialty pharmaceutical distribution companies, primarily in the U.S., and to other international distributors and hospitals. Customer creditworthiness is monitored and collateral is not required. We monitor economic conditions in certain European countries which may result in variability of the timing of cash receipts and an increase in the average length of time that it takes to collect accounts receivable outstanding. Historically, we have not experienced significant credit losses on our accounts receivable and as of June 30, 2023 and December 31, 2022, allowances on receivables were not material. As of June 30, 2023, five customers accounted for 81% of gross accounts receivable, including Express Scripts Specialty Distribution Services, Inc. and its affiliates, or ESSDS, which accounted for 49% of gross accounts receivable, Cardinal Health, Inc., or Cardinal, which accounted for 11% of gross accounts receivable and ASD Specialty Healthcare LLC, which accounted for 9% of gross accounts receivable. As of December 31, 2022, five customers accounted for 87% of gross accounts receivable, including ESSDS, which accounted for 55% of gross accounts receivable, Cardinal, which accounted for 10% of gross accounts receivable and McKesson Corporation and affiliates, which accounted for 9% of gross accounts receivable.

We depend on single source suppliers for most of our products, product candidates and their active pharmaceutical ingredients, or APIs. With respect to our oxybate products, the API is manufactured for us by a single source supplier and the finished products are manufactured both by us in our facility in Athlone, Ireland and by our U.S.-based supplier.

2. Cash and Available-for-Sale Securities

Cash, cash equivalents and investments consisted of the following (in thousands):

	June 30, 2023					
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value	Cash and Cash Equivalents	Investments
Cash	$ 331,370	$ —	$ —	$ 331,370	$ 331,370	$ —
Time deposits	380,000	—	—	380,000	300,000	80,000
Money market funds	650,934	—	—	650,934	650,934	—
Totals	$ 1,362,304	$ —	$ —	$ 1,362,304	$ 1,282,304	$ 80,000

	December 31, 2022				
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value	Cash and Cash Equivalents
Cash	$ 334,018	$ —	$ —	$ 334,018	$ 334,018
Time deposits	30,000	—	—	30,000	30,000
Money market funds	517,464	—	—	517,464	517,464
Totals	$ 881,482	$ —	$ —	$ 881,482	$ 881,482

Cash equivalents and investments are considered available-for-sale securities. We use the specific-identification method for calculating realized gains and losses on securities sold and include them in interest expense, net in the condensed consolidated statements of income. Our investment balances represent time deposits with original maturities of greater than three months and less than one year. Interest income from available-for-sale securities was $14.7 million and $25.3 million in the three and six months ended June 30, 2023, respectively, and $0.7 million and $0.9 million in the three and six months ended June 30, 2022, respectively.

3. Fair Value Measurement

The following table summarizes, by major security type, our available-for-sale securities and derivative contracts as of June 30, 2023 and December 31, 2022 that were measured at fair value on a recurring basis and were categorized using the fair value hierarchy (in thousands):

	June 30, 2023			December 31, 2022		
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Total Estimated Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Total Estimated Fair Value
Assets:						
Available-for-sale securities:						
Money market funds	$ 650,934	$ —	$ 650,934	$ 517,464	$ —	$ 517,464
Time deposits	—	380,000	380,000	—	30,000	30,000
Interest rate contracts	—	6,555	6,555	—	—	—
Foreign exchange forward contracts	—	2,137	2,137	—	17,356	17,356
Totals	$ 650,934	$ 388,692	$ 1,039,626	$ 517,464	$ 47,356	$ 564,820
Liabilities:						
Foreign exchange forward contracts	$ —	$ 1,654	$ 1,654	$ —	$ —	$ —
Totals	$ —	$ 1,654	$ 1,654	$ —	$ —	$ —

As of June 30, 2023, our available-for-sale securities included money market funds and time deposits and their carrying values were approximately equal to their fair values. Money market funds were measured using quoted prices in active

markets, which represent Level 1 inputs and time deposits were measured at fair value using Level 2 inputs. Level 2 inputs are obtained from various third party data providers and represent quoted prices for similar assets in active markets, or these inputs were derived from observable market data, or if not directly observable, were derived from or corroborated by other observable market data.

Our derivative assets and liabilities include interest rate and foreign exchange derivatives that are measured at fair value using observable market inputs such as forward rates, interest rates, our own credit risk as well as an evaluation of our counterparties' credit risks. Based on these inputs, the derivative assets and liabilities are classified within Level 2 of the fair value hierarchy.

There were no transfers between the different levels of the fair value hierarchy in 2023 or 2022.

As of June 30, 2023 and December 31, 2022, the carrying amount of investments measured using the measurement alternative for equity investments without a readily determinable fair value was $5.5 million. The carrying amount, which is recorded within other non-current assets, is based on the latest observable transaction price.

As of June 30, 2023, the estimated fair values of the 1.50% exchangeable senior notes due 2024, or 2024 Notes, the 2.00% exchangeable senior notes due 2026, or 2026 Notes, which we refer to collectively as the Exchangeable Senior Notes, the 4.375% senior secured notes, due 2029, or the Secured Notes, and the seven-year $3.1 billion term loan B facility were approximately $549 million, $1.0 billion, $1.3 billion and $2.7 billion respectively. The fair values of each of these debt facilities was estimated using quoted market prices obtained from brokers (Level 2).

4. Derivative Instruments and Hedging Activities

We are exposed to certain risks arising from operating internationally, including fluctuations in foreign exchange rates primarily related to the translation of sterling and euro-denominated net monetary liabilities, including intercompany balances, held by subsidiaries with a U.S. dollar functional currency and fluctuations in interest rates on our outstanding term loan borrowings. We manage these exposures within specified guidelines through the use of derivatives. All of our derivative instruments are utilized for risk management purposes, and we do not use derivatives for speculative trading purposes.

We enter into foreign exchange forward contracts, with durations of up to 12 months, designed to limit the exposure to fluctuations in foreign exchange rates related to the translation of certain non-U.S. dollar denominated liabilities, including intercompany balances. Hedge accounting is not applied to these derivative instruments as gains and losses on these hedge transactions are designed to offset gains and losses on underlying balance sheet exposures. As of June 30, 2023 and December 31, 2022, the notional amount of foreign exchange contracts where hedge accounting is not applied was $365.3 million and $505.0 million, respectively.

The foreign exchange gain (loss) in our condensed consolidated statements of income included the following gains (losses) associated with foreign exchange contracts not designated as hedging instruments (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
Foreign Exchange Forward Contracts:	**2023**	**2022**	**2023**	**2022**
Gain (loss) recognized in foreign exchange gain (loss)	$ 353	$ (34,180)	$ 4,628	$ (55,205)

To achieve a desired mix of floating and fixed interest rates on our variable rate debt, we entered into interest rate swap agreements in April 2023 which are effective until April 2026. These agreements hedge contractual term loan interest rates. As of June 30, 2023, the interest rate swap agreements had a notional amount of $500.0 million. As a result of these agreements, the interest rate on a portion of our term loan borrowings was fixed at 3.9086%, plus the borrowing spread, until April 30, 2026.

The impact on accumulated other comprehensive income (loss) and earnings from derivative instruments that qualified as cash flow hedges for the three and six months ended June 30, 2023 was as follows (in thousands):

Interest Rate Contracts:	Three and Six Months Ended June 30, 2023
Gain recognized in accumulated other comprehensive income (loss), net of tax	$ 5,679
Gain reclassified from accumulated other comprehensive income (loss) to interest expense, net of tax	(771)

Assuming no change in USD Secured Overnight Financing Rate based interest rates from market rates as of June 30, 2023, $4.9 million of gains, net of tax, recognized in accumulated other comprehensive income (loss) will be reclassified to earnings over the next 12 months.

In order to hedge our exposure to foreign currency exchange risk associated with our seven-year €625.0 million term loan B facility, or the Euro Term Loan, we entered into a cross-currency interest rate swap contract in May 2021, which matured in March 2022, and was de-designated as a fair value hedge. The terms of this contract converted the principal repayments and interest payments on the Euro Term Loan into U.S. dollars. The carrying amount of the Euro Term Loan and the fair value of the cross-currency interest rate swap contract were remeasured on a monthly basis, with changes in the euro to U.S. dollar foreign exchange rates recognized within foreign exchange gain (loss) in the condensed consolidated statements of income.

The impact on accumulated other comprehensive income (loss) and earnings from the cross-currency interest rate swap contract was as follows (in thousands):

Cross-Currency Interest Rate Contract:	**Six Months Ended June 30, 2022**
Loss reclassified from accumulated other comprehensive income (loss) to foreign exchange loss, net of tax	$ 128
Loss recognized in foreign exchange loss	2,646

The cash flow effects of our derivative contracts for the six months ended June 30, 2023 and 2022 are included within net cash provided by operating activities in the condensed consolidated statements of cash flows, except for the settlement of notional amounts of the cross-currency swap, which were included in net cash used in financing activities.

The following tables summarize the fair value of outstanding derivatives (in thousands):

	Classification	**June 30, 2023**	**December 31, 2022**
Assets			
Derivatives designated as hedging instruments:			
Interest rate contracts	Other current assets	$ 6,510	$ —
	Other non-current assets	45	—
Derivatives not designated as hedging instruments:			
Foreign exchange forward contracts	Other current assets	2,137	17,356
Total fair value of derivative asset instruments		$ 8,692	$ 17,356
Liabilities			
Derivatives not designated as hedging instruments:			
Foreign exchange forward contracts	Accrued liabilities	$ 1,654	$ —

Although we do not offset derivative assets and liabilities within our consolidated balance sheets, our International Swap and Derivatives Association agreements provide for net settlement of transactions that are due to or from the same counterparty upon early termination of the agreement due to an event of default or other termination event. These provisions were not applicable as of December 31, 2022 since all derivatives were in an asset position. The following table summarizes the potential effect on our condensed consolidated balance sheets of offsetting our interest rate and foreign exchange forward contracts subject to such provisions as of June 30, 2023 (in thousands):

	June 30, 2023					
				Gross Amounts Not Offset in the Consolidated Balance Sheet		
Description	**Gross Amounts of Recognized Assets/ Liabilities**	**Gross Amounts Offset in the Consolidated Balance Sheet**	**Net Amounts of Assets/ Liabilities Presented in the Consolidated Balance Sheet**	**Derivative Financial Instruments**	**Cash Collateral Received (Pledged)**	**Net Amount**
Derivative assets	$ 8,692	$ —	$ 8,692	$ (1,135)	$ —	$ 7,557
Derivative liabilities	(1,654)	—	(1,654)	1,135	—	(519)

5. Inventories

Inventories consisted of the following (in thousands):

	June 30, 2023	December 31, 2022
Raw materials	$ 28,052	$ 20,786
Work in process	501,200	517,670
Finished goods	127,962	175,605
Total inventories	$ 657,214	$ 714,061

As of June 30, 2023 and December 31, 2022 inventories included $390.3 million and $457.6 million, respectively, related to the purchase accounting inventory fair value step-up on inventory acquired in the GW Acquisition.

6. Goodwill and Intangible Assets

The gross carrying amount of goodwill was as follows (in thousands):

Balance at December 31, 2022	$ 1,692,662
Foreign exchange	50,013
Balance at June 30, 2023	$ 1,742,675

The gross carrying amounts and net book values of our intangible assets were as follows (in thousands):

		June 30, 2023			December 31, 2022		
	Remaining Weighted-Average Useful Life (In years)	Gross Carrying Amount	Accumulated Amortization	Net Book Value	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Acquired developed technologies	9.9	$ 7,753,352	$ (2,047,575)	$ 5,705,777	$ 7,491,994	$ (1,697,557)	$ 5,794,437
Manufacturing contracts	—	11,631	(11,631)	—	11,417	(11,417)	—
Trademarks	—	2,881	(2,881)	—	2,876	(2,876)	—
Total finite-lived intangible assets		$ 7,767,864	$ (2,062,087)	$ 5,705,777	$ 7,506,287	$ (1,711,850)	$ 5,794,437

The increase in the gross carrying amount of intangible assets as of June 30, 2023 compared to December 31, 2022 reflects the positive impact of foreign currency translation adjustments due to the strengthening of sterling and euro against the U.S. dollar.

The assumptions and estimates used to determine future cash flows and remaining useful lives of our intangible and other long-lived assets are complex and subjective. They can be affected by various factors, including external factors, such as industry and economic trends, and internal factors such as changes in our business strategy and our forecasts for specific product lines.

Based on finite-lived intangible assets recorded as of June 30, 2023, and assuming the underlying assets will not be impaired and that we will not change the expected lives of the assets, future amortization expenses were estimated as follows (in thousands):

Year Ending December 31,	Estimated Amortization Expense
2023 (remainder)	$ 308,492
2024	616,983
2025	616,983
2026	616,983
2027	616,983
Thereafter	2,929,353
Total	$ 5,705,777

7. Certain Balance Sheet Items

Property, plant and equipment consisted of the following (in thousands):

	June 30, 2023	December 31, 2022
Manufacturing equipment and machinery	$ 77,484	$ 73,580
Construction-in-progress	73,783	67,385
Land and buildings	69,912	68,935
Leasehold improvements	66,989	64,776
Computer software	36,573	34,116
Computer equipment	15,290	16,424
Furniture and fixtures	9,678	10,481
Subtotal	349,709	335,697
Less accumulated depreciation and amortization	(120,445)	(107,647)
Property, plant and equipment, net	$ 229,264	$ 228,050

Other current assets consisted of the following (in thousands):

	June 30, 2023	December 31, 2022
Deferred charge for income taxes on intercompany profit	$ 199,653	$ 176,057
Other	72,805	91,135
Total other current assets	$ 272,458	$ 267,192

Accrued liabilities consisted of the following (in thousands):

	June 30, 2023	December 31, 2022
Rebates and other sales deductions	$ 327,041	$ 313,176
Employee compensation and benefits	80,559	143,243
Accrued facilities expenses	54,612	25,864
Accrued collaboration expenses	41,407	33,205
Accrued interest	35,069	35,614
Clinical trial accruals	25,754	31,338
Accrued royalties	23,693	57,347
Sales return reserve	21,613	26,164
Consulting and professional services	21,425	22,278
Current portion of lease liabilities	16,982	15,938
Selling and marketing accruals	15,009	18,553
Inventory-related accruals	11,329	8,565
Accrued construction-in-progress	7,029	3,298
Derivative instrument liabilities	1,654	—
Other	65,128	68,672
Total accrued liabilities	$ 748,304	$ 803,255

8. Debt

The following table summarizes the carrying amount of our indebtedness (in thousands):

	June 30, 2023	December 31, 2022
2024 Notes	$ 575,000	$ 575,000
Unamortized - debt issuance costs	(1,938)	(2,738)
2024 Notes, net	573,062	572,262
2026 Notes	1,000,000	1,000,000
Unamortized - debt issuance costs	(7,765)	(8,932)
2026 Notes, net	992,235	991,068
Secured Notes	1,478,274	1,476,938
Term Loan	2,674,075	2,684,073
Total debt	5,717,646	5,724,341
Less current portion	31,000	31,000
Total long-term debt	$ 5,686,646	$ 5,693,341

Exchangeable Senior Notes

The Exchangeable Senior Notes were issued by Jazz Investments I Limited, or the Issuer, a 100%-owned finance subsidiary of Jazz Pharmaceuticals plc. The Exchangeable Senior Notes are senior unsecured obligations of the Issuer and are fully and unconditionally guaranteed on a senior unsecured basis by Jazz Pharmaceuticals plc. No subsidiary of Jazz Pharmaceuticals plc guaranteed the Exchangeable Senior Notes. Subject to certain local law restrictions on payment of dividends, among other things, and potential negative tax consequences, we are not aware of any significant restrictions on the ability of Jazz Pharmaceuticals plc to obtain funds from the Issuer or Jazz Pharmaceuticals plc's other subsidiaries by dividend or loan, or any legal or economic restrictions on the ability of the Issuer or Jazz Pharmaceuticals plc's other subsidiaries to transfer funds to Jazz Pharmaceuticals plc in the form of cash dividends, loans or advances. There is no assurance that in the future such restrictions will not be adopted.

The total liability of the 2026 Notes is reflected net of issuance costs of $15.3 million which will be amortized over the term of the 2026 Notes. The effective interest rate of the 2026 Notes is 2.26%. During the three months ended June 30, 2023 and 2022, we recognized interest expense of $5.6 million, of which $5.0 million related to the contractual coupon rate and $0.6 million related to the amortization of debt issuance costs, respectively. During the six months ended June 30, 2023 and 2022, we recognized interest expense of $11.1 million, of which $10.0 million related to the contractual coupon rate and $1.1 million related to the amortization of debt issuance costs, respectively.

The total liability of the 2024 Notes is reflected net of issuance costs of $11.4 million which will be amortized over the term of the 2024 Notes. The effective interest rate of the 2024 Notes is 1.79%. During the three months ended June 30, 2023 and 2022, we recognized interest expense of $2.5 million, of which $2.1 million related to the contractual coupon rate and $0.4 million related to the amortization of debt issuance costs, respectively. During the six months ended June 30, 2023 and 2022, we recognized interest expense of $5.0 million, of which $4.2 million related to the contractual coupon rate and $0.8 million related to the amortization of debt issuance costs, respectively.

Maturities

Scheduled maturities with respect to our long-term debt principal balances outstanding as of June 30, 2023 were as follows (in thousands):

Year Ending December 31,	Scheduled Long-Term Debt Maturities
2023 (remainder)	$ 15,500
2024	606,000
2025	31,000
2026	1,031,000
2027	31,000
Thereafter	4,098,500
Total	$ 5,813,000

9. Commitments and Contingencies

Indemnification

In the normal course of business, we enter into agreements that contain a variety of representations and warranties and provide for general indemnification, including indemnification associated with product liability or infringement of intellectual property rights. Our exposure under these agreements is unknown because it involves future claims that may be made but have not yet been made against us. To date, we have not paid any claims or been required to defend any action related to these indemnification obligations.

We have agreed to indemnify our executive officers, directors and certain other employees for losses and costs incurred in connection with certain events or occurrences, including advancing money to cover certain costs, subject to certain limitations. The maximum potential amount of future payments we could be required to make under the indemnification obligations is unlimited; however, we maintain insurance policies that may limit our exposure and may enable us to recover a portion of any future amounts paid. Assuming the applicability of coverage, the willingness of the insurer to assume coverage, and subject to certain retention, loss limits and other policy provisions, we believe the fair value of these indemnification obligations is not significant. Accordingly, we did not recognize any liabilities relating to these obligations as of June 30, 2023 and December 31, 2022. No assurances can be given that the covering insurers will not attempt to dispute the validity, applicability, or amount of coverage without expensive litigation against these insurers, in which case we may incur substantial liabilities as a result of these indemnification obligations.

Legal Proceedings

We are involved in legal proceedings, including the following matters:

Xyrem Class Action

From June 2020 to May 2022, a number of lawsuits were filed on behalf of purported direct and indirect Xyrem purchasers, alleging that the patent litigation settlement agreements we entered with generic drug manufacturers who had filed Abbreviated New Drug Applications, or ANDA, violate state and federal antitrust and consumer protection laws, as follows:

On June 17, 2020, a class action lawsuit was filed in the United States District Court for the Northern District of Illinois by Blue Cross and Blue Shield Association, or BCBS, against Jazz Pharmaceuticals plc, Jazz Pharmaceuticals, Inc., and Jazz Pharmaceuticals Ireland Limited, or, collectively, the Company Defendants (hereinafter referred to as the BCBS Lawsuit). The BCBS Lawsuit also names Roxane Laboratories, Inc., Hikma Pharmaceuticals USA Inc., Eurohealth (USA), Inc., Hikma Pharmaceuticals plc, Amneal Pharmaceuticals LLC, Par Pharmaceuticals, Inc., Lupin Ltd., Lupin Pharmaceuticals Inc., and Lupin Inc., or, collectively, the BCBS Defendants.

On June 18 and June 23, 2020, respectively, two additional class action lawsuits were filed against the Company Defendants and the BCBS Defendants: one by the New York State Teamsters Council Health and Hospital Fund in the United States District Court for the Northern District of California, and another by the Government Employees Health Association Inc. in the United States District Court for the Northern District of Illinois (hereinafter referred to as the GEHA Lawsuit).

On June 18, 2020, a class action lawsuit was filed in the United States District Court for the Northern District of California by the City of Providence, Rhode Island, on behalf of itself and all others similarly situated, against Jazz Pharmaceuticals plc, and Roxane Laboratories, Inc., West-Ward Pharmaceuticals Corp., Hikma Labs Inc., Hikma Pharmaceuticals USA Inc., and Hikma Pharmaceuticals plc, or, collectively, the City of Providence Defendants.

On June 30, 2020, a class action lawsuit was filed in the United States District Court for the Northern District of Illinois by UFCW Local 1500 Welfare Fund on behalf of itself and all others similarly situated, against Jazz Pharmaceuticals Ireland Ltd., Jazz Pharmaceuticals, Inc., Roxane Laboratories, Inc., Hikma Pharmaceuticals plc, Eurohealth (USA), Inc. and West-Ward Pharmaceuticals Corp., or collectively the UFCW Defendants (hereinafter referred to as the UFCW Lawsuit).

On July 13, 2020, the plaintiffs in the BCBS Lawsuit and the GEHA Lawsuit dismissed their complaints in the United States District Court for the Northern District of Illinois and refiled their respective lawsuits in the United States District Court for the Northern District of California. On July 14, 2020, the plaintiffs in the UFCW Lawsuit dismissed their complaint in the United States District Court for the Northern District of Illinois and on July 15, 2020, refiled their lawsuit in the United States District Court for the Northern District of California.

On July 31, 2020, a class action lawsuit was filed in the United States District Court for the Southern District of New York by the A.F. of L.-A.G.C. Building Trades Welfare Plan on behalf of itself and all others similarly situated, against Jazz Pharmaceuticals plc (hereinafter referred to as the AFL Plan Lawsuit). The AFL Plan Lawsuit also names Roxane Laboratories Inc., West-Ward Pharmaceuticals Corp., Hikma Labs Inc., Hikma Pharmaceuticals plc, Amneal Pharmaceuticals LLC, Par Pharmaceuticals Inc., Lupin Ltd., Lupin Pharmaceuticals, Inc., and Lupin Inc.

On August 14, 2020, an additional class action lawsuit was filed in the United States District Court for the Southern District of New York by the Self-Insured Schools of California on behalf of itself and all others similarly situated, against the Company Defendants, as well as Hikma Pharmaceuticals plc, Eurohealth (USA) Inc., Hikma Pharmaceuticals USA, Inc., West-Ward Pharmaceuticals Corp., Roxane Laboratories, Inc., Amneal Pharmaceuticals LLC, Endo International, plc, Endo Pharmaceuticals LLC, Par Pharmaceutical, Inc., Lupin Ltd., Lupin Pharmaceuticals Inc., Lupin Inc., Sun Pharmaceutical Industries Ltd., Sun Pharmaceutical Holdings USA, Inc., Sun Pharmaceutical Industries, Inc., Ranbaxy Laboratories Ltd., Teva Pharmaceutical Industries Ltd., Watson Laboratories, Inc., Wockhardt Ltd., Morton Grove Pharmaceuticals, Inc., Wockhardt USA LLC, Mallinckrodt plc, and Mallinckrodt LLC (hereinafter referred to as the Self-Insured Schools Lawsuit).

On September 16, 2020, an additional class action lawsuit was filed in the United States District Court for the Northern District of California, by Ruth Hollman on behalf of herself and all others similarly situated, against the same defendants named in the Self-Insured Schools Lawsuit.

In December 2020, the above cases were centralized and transferred to the United States District Court for the Northern District of California, where the multidistrict litigation will proceed for the purpose of discovery and pre-trial proceedings.

On March 18, 2021, United Healthcare Services, Inc. filed a lawsuit in the United States District Court for the District of Minnesota against the Company Defendants, Hikma Pharmaceuticals plc, Roxane Laboratories, Inc., Hikma Pharmaceuticals USA Inc., Eurohealth (USA) Inc., Amneal Pharmaceuticals LLC, Par Pharmaceutical Inc., Lupin Ltd., and Lupin Pharmaceuticals, Inc., raising similar allegations, or the UHS Lawsuit. On March 24, 2021, the U.S. Judicial Panel on Multidistrict Litigation conditionally transferred the UHS Lawsuit to the United States District Court for the Northern District of California, where it was consolidated for discovery and pre-trial proceedings with the other cases.

On August 13, 2021, the United States District Court for the Northern District of California granted in part and denied in part the Company Defendants' motion to dismiss the complaints in the cases referenced above.

On October 8, 2021, Humana Inc. filed a lawsuit in the United States District Court for the Northern District of California against the Company Defendants, Hikma Pharmaceuticals plc, Hikma Pharmaceuticals USA Inc., Hikma Labs, Inc., Eurohealth (USA), Inc., Amneal Pharmaceuticals LLC, Par Pharmaceutical, Inc., Lupin Ltd., Lupin Pharmaceuticals, Inc., and Lupin Inc, raising similar allegations.

On October 8, 2021, Molina Healthcare Inc. filed a lawsuit in the United States District Court for the Northern District of California against the Company Defendants, Hikma Pharmaceuticals plc, Hikma Pharmaceuticals USA Inc., Hikma Labs, Inc., Eurohealth (USA), Inc., Amneal Pharmaceuticals LLC, Par Pharmaceutical, Inc., Lupin Ltd., Lupin Pharmaceuticals, Inc., and Lupin Inc, raising similar allegations.

On February 17, 2022, Health Care Service Corporation filed a lawsuit in the United States District Court for the Northern District of California against the Company Defendants, Hikma Pharmaceuticals plc, Hikma Pharmaceuticals USA Inc., Hikma Labs, Inc., Eurohealth (USA), Inc., Amneal Pharmaceuticals LLC, Par Pharmaceutical, Inc., Lupin Ltd., Lupin Pharmaceuticals, Inc., and Lupin Inc, raising similar allegations.

On May 9, 2022, Aetna Inc., or Aetna, filed a lawsuit in the Superior Court of California for the County of Alameda against the Company Defendants, Hikma Pharmaceuticals plc, Hikma Pharmaceuticals USA Inc., Hikma Labs, Inc., Eurohealth (USA), Inc., Amneal Pharmaceuticals LLC, Par Pharmaceutical, Inc., Lupin Ltd., Lupin Pharmaceuticals, Inc., and Lupin Inc, raising similar allegations. On December 27, 2022, the Court granted in part and denied in part our motion to dismiss Aetna's complaint. As a result of that ruling, the generic defendants have been dismissed from the case, and certain of Aetna's claims against Jazz have been dismissed. On January 27, 2023, Aetna filed an amended complaint against Jazz. On March 22, 2023, we filed motions to dismiss and to strike portions of the amended complaint. On June 26, 2023, the Court granted our motions, and granted Aetna leave to further amend its complaint.

On April 19, 2023, the Court held a hearing on class certification in the consolidated multi-district litigation referenced above. On May 12, 2023, the Court granted the plaintiffs' motion and preliminarily certified classes of Xyrem purchasers seeking monetary and injunctive relief. The Court excluded Xywav purchasers from the classes. The Court has not yet set a trial date in this matter.

On January 13, 2023, Amneal Pharmaceuticals LLC, Lupin Ltd., Lupin Pharmaceuticals, Inc., and Lupin Inc, notified the court that they had reached a settlement-in-principle with the class action plaintiffs. On April 19, 2023, the Court held a hearing on a motion for preliminary approval of this proposed settlement. On May 12, 2023, the Court granted the motion for preliminary approval of the proposed settlement.

The plaintiffs in certain of these lawsuits are seeking to represent a class of direct purchasers of Xyrem, and the plaintiffs in the remaining lawsuits are seeking to represent a class of indirect purchasers of Xyrem. Each of the lawsuits generally alleges violations of U.S. federal and state antitrust, consumer protection, and unfair competition laws in connection with the Company Defendants' conduct related to Xyrem, including actions leading up to, and entering into, patent litigation settlement agreements with each of the other named defendants. Each of the lawsuits seeks monetary damages, exemplary damages, equitable relief against the alleged unlawful conduct, including disgorgement of profits and restitution, and injunctive relief. It is possible that additional lawsuits will be filed against the Company Defendants making similar or related allegations. If the plaintiffs were to be successful in their claims, they may be entitled to injunctive relief or we may be required to pay significant monetary damages, which could have a material adverse effect on our business, financial condition, results of operations and growth prospects.

GW Acquisition Litigation

On March 15, 2021, GW filed a definitive proxy statement, or Proxy Statement, with the Securities and Exchange Commission in connection with the GW Acquisition.

Since the filing of the Proxy Statement, Jazz Pharmaceuticals plc has been named in two lawsuits filed in state and federal courts in New York on March 17, 2021 by purported GW shareholders in connection with the GW Acquisition. The first was filed in the United States District Court for the Southern District of New York by James Farrell (hereinafter referred to as the Farrell Lawsuit) and an additional suit was filed in New York state court by Brian Levy (hereinafter referred to as the Levy Lawsuit). In addition to Jazz Pharmaceuticals plc, Jazz Pharmaceuticals U.K. Holdings Ltd., GW Pharmaceuticals plc, and the GW board of directors are named as defendants in the Farrell Lawsuit. In the Levy Lawsuit, GW Pharmaceuticals plc, the GW board of directors, Centerview Partners LLC, and Goldman Sachs & Co. LLC are named as defendants. In addition to the Farrell Lawsuit and the Levy Lawsuit, ten additional suits have been filed in New York, California, and Pennsylvania federal courts by purported GW shareholders against GW Pharmaceuticals plc and its board of directors, but which do not name any Jazz Pharmaceuticals parties (hereinafter referred to as the GW Litigation, and collectively with the Farrell Lawsuit and the Levy Lawsuit, as the Transaction Litigation). In the Transaction Litigation, the plaintiffs allege that the Proxy Statement omitted material information and contained misrepresentations, and that the individual members of the GW board of directors breached their fiduciary duties, in violation of state and federal laws, including the Securities Exchange Act of 1934. The plaintiffs in the Transaction Litigation sought various remedies, including injunctive relief to prevent the consummation of the GW Acquisition unless certain allegedly material information was disclosed, or in the alternative, rescission or damages.

On April 14, 2021, GW filed a Form 8-K containing supplemental disclosures related to the GW Acquisition. Pursuant to a memorandum of understanding between the parties, the Levy Lawsuit was dismissed on April 14, 2021.

On May 27, 2021, a class action lawsuit was filed in the United States District Court for the Southern District of California by plaintiff Kurt Ziegler against GW and its former Directors asserting claims under Sections 14(a) and 20(a) of the Securities Exchange Act of 1934, referred to as the Ziegler Lawsuit. The allegations in the Ziegler Lawsuit are similar to those in the previously dismissed Transaction Litigation.

On June 3, 2022, we filed a motion to dismiss the Ziegler Lawsuit. While the motion to dismiss was pending, in December 2022, the parties participated in a mediation and reached a tentative settlement, which remains subject to court approval. On March 20, 2023, the plaintiffs in the Ziegler Lawsuit filed a motion for preliminary approval of the settlement. On July 28, 2023, the Court granted the motion for preliminary approval, which conditionally certified a class for settlement purposes. A hearing on whether final approval should be granted is scheduled for December 11, 2023.

Patent Infringement Litigation

Avadel Litigation

On May 13, 2021, we filed a patent infringement suit against Avadel Pharmaceuticals plc, or Avadel, and several of its corporate affiliates in the United States District Court for the District of Delaware. The suit alleges that Avadel's Lumryz will infringe five of our patents related to controlled release formulations of oxybate and the safe and effective distribution of oxybate. The suit seeks an injunction to prevent Avadel from launching a product that would infringe these patents, and an award of monetary damages if Avadel does launch an infringing product. Avadel filed an answer to the complaint and counterclaims asserting that the patents are invalid or not enforceable, and that its product will not infringe our patents. Avadel filed a motion for partial judgment on the pleadings on its counterclaim that one of our patents should be delisted from the Orange Book. On November 18, 2022, the Court issued an order that we delist the patent from the Orange Book. On November 22, 2022, we filed a notice of appeal to the United States Court of Appeals for the Federal Circuit. The Federal Circuit temporarily stayed the district court's delisting order. On February 24, 2023, the Federal Circuit affirmed the district court's delisting order, lifted the temporary stay, and gave Jazz 14 days to request that FDA delist the patent from the Orange Book. Jazz complied with the Federal Circuit's order and requested delisting on February 28, 2023. On March 3, 2023, we and Avadel stipulated to the dismissal without prejudice of the claims and counterclaims related to infringement and validity of the delisted patent in both this suit and a later-filed suit described below related to the same patent.

On August 4, 2021, we filed an additional patent infringement suit against Avadel in the United States District Court for the District of Delaware. The second suit alleges that Avadel's Lumryz will infringe a newly-issued patent related to sustained-release formulations of oxybate. The suit seeks an injunction to prevent Avadel from launching a product that would infringe this patent, and an award of monetary damages if Avadel does launch an infringing product. Avadel filed an answer to the complaint and counterclaims asserting that the patents are invalid or not enforceable, and that its product will not infringe our patents.

On November 10, 2021, we filed an additional patent infringement suit against Avadel in the United States District Court for the District of Delaware. The third suit alleges that Avadel's Lumryz will infringe a newly-issued patent related to sustained-release formulations of oxybate. The suit seeks an injunction to prevent Avadel from launching a product that would infringe this patent, and an award of monetary damages if Avadel does launch an infringing product. Avadel filed an answer to the complaint and counterclaims asserting that the patents are invalid or not enforceable, and that its product will not infringe our patents.

On April 14, 2022, Avadel sued us in the United States District Court for the District of Delaware. Avadel's new suit alleges that we misappropriated trade secrets related to Avadel's once-nightly sodium oxybate development program and breached certain contracts between the parties. Avadel seeks monetary damages, an injunction preventing us from using Avadel's confidential information, and an order directing the United States Patent and Trademark Office to modify the inventorship of one of our oxybate patents. On July 8, 2022, we filed a motion for judgment on the pleadings, which the Court denied on July 18, 2023. The denial is not a ruling that Jazz misappropriated Avadel's trade secrets or breached any contract. The case will go forward in discovery and the Court instructed the parties to submit a proposed scheduling order.

On June 7, 2022, we received notice from Avadel that it had filed a "paragraph IV certification" regarding one patent listed in the Orange Book for Xyrem. A paragraph IV certification is a certification by a generic applicant that alleges that patents covering the branded product are invalid, unenforceable, and/or will not be infringed by the manufacture, use or sale of the generic product. On July 15, 2022, we filed an additional lawsuit against Avadel asserting infringement of that patent. The suit alleges that the filing of Avadel's application for approval of FT218 is an act of infringement, and that Avadel's product would infringe the patent if launched. The suit seeks an injunction to prevent Avadel from launching a product that would infringe the patent, and an award of damages if Avadel does launch an infringing product. Avadel filed an answer to the complaint and counterclaims asserting that the patent is invalid, that its product would not infringe, and that by listing the patent in the Orange Book, we engaged in unlawful monopolization in violation of the Sherman Act. On December 9, 2022, we filed a motion to dismiss Avadel's counterclaims. The Court has not yet ruled on the motion. As noted above, on March 3, 2023,

we and Avadel stipulated to the dismissal without prejudice of the claims and counterclaims related to infringement and validity of the delisted patent.

The Court scheduled a trial regarding our patent infringement claims against Avadel for February 26, 2024. No trial date has been set for Avadel's trade secret misappropriation claims or Avadel's counterclaims related to unlawful monopolization.

On July 21, 2022, Avadel filed a lawsuit against FDA in the United States District Court for the District of Columbia, challenging FDA's determination that Avadel was required to file a paragraph IV certification regarding one of our Orange Book listed patents. Avadel filed a motion for preliminary injunction, or in the alternative, summary judgment, seeking relief including a declaration that FDA's decision requiring patent certification was unlawful, an order setting aside that decision, an injunction prohibiting FDA from requiring such certification as a precondition to approval of its application for FT218, and an order requiring FDA to take final action on Avadel's application for approval of FT218 within 14 days of the Court's ruling. On July 27, 2022, we filed a motion to intervene in that case, which the Court granted. The Court held a hearing on the parties' respective motions for summary judgment on October 7, 2022. On November 3, 2022, the Court granted our and FDA's motions for summary judgment and denied Avadel's motion.

Canopy Patent Litigation

In December 2020, Canopy Growth Corporation filed a complaint against our subsidiary, GW, in the United States District Court for the Western District of Texas, alleging infringement of its patent, U.S. Patent No. 10,870,632. Canopy claims that our extraction process used to produce material used to produce Epidiolex infringes its patent. Canopy seeks a judgment that we have infringed their patent and an award of monetary damages. In July 2021, we filed an answer to the amended complaint, and counterclaims seeking judgment that the '632 patent is invalid and that we have not infringed the patent. In October 2021, the United States District Court for the Western District of Texas held a claim construction hearing regarding the disputed term of the '632 patent. In November 2021, the Court issued a claim construction order. On February 23, 2022, the parties filed a Joint Motion and Stipulation to Enter Final Judgment in favor of GW. On February 25, 2022, the Court granted the parties' motion and entered final judgment in favor of GW. Pursuant to the stipulation, Canopy filed a notice of appeal of the Court's ruling on the disputed term in March 2022.

The United States Court of Appeals for the Federal Circuit held oral argument on Canopy's appeal on April 3, 2023. On April 24, 2023, the Federal Circuit affirmed the district court's entry of judgment in favor of GW, finding that the extraction process used in the manufacture of Epidiolex does not infringe Canopy's patent.

Xywav Patent Litigation

In June 2021, we received notice from Lupin Inc., or Lupin, that it has filed with FDA an ANDA, for a generic version of Xywav. The notice from Lupin included a paragraph IV certification with respect to ten of our patents listed in FDA's Orange Book for Xywav on the date of our receipt of the notice. The asserted patents relate generally to the composition and method of use of Xywav, and methods of treatment when Xywav is administered concomitantly with certain other medications.

In July 2021, we filed a patent infringement suit against Lupin in the United States District Court for the District of New Jersey. The complaint alleges that by filing its ANDA, Lupin has infringed ten of our Orange Book listed patents. We are seeking a permanent injunction to prevent Lupin from introducing a generic version of Xywav that would infringe our patents. As a result of this lawsuit, we expect that a stay of approval of up to 30 months will be imposed by FDA on Lupin's ANDA. In June 2021, FDA recognized seven years of Orphan Drug Exclusivity for Xywav through July 21, 2027. On October 4, 2021, Lupin filed an answer to the complaint and counterclaims asserting that the patents are invalid or not enforceable, and that its product, if approved, will not infringe our patents.

In April 2022, we received notice from Lupin that it had filed a paragraph IV certification regarding a newly-issued patent listed in the Orange Book for Xywav. On May 11, 2022, we filed an additional lawsuit against Lupin in the United States District Court for the District of New Jersey alleging that by filing its ANDA, Lupin infringed the newly-issued patent related to a method of treatment when Xywav is administered concomitantly with certain other medications. The suit seeks a permanent injunction to prevent Lupin from introducing a generic version of Xywav that would infringe our patent. On June 22, 2022, the court consolidated the two lawsuits we filed against Lupin. No trial date has been set in the consolidated case.

In November 2022, we received notice from Lupin that it had filed a paragraph IV certification regarding a newly-issued patent listed in the Orange Book for Xywav. On January 19, 2023, we filed an additional lawsuit against Lupin in the United States District Court for the District of New Jersey alleging that by filing its ANDA, Lupin infringed the newly-issued patent referenced in its November 2022 paragraph IV certification, as well as another patent that issued in January 2023. The suit seeks a permanent injunction to prevent Lupin from introducing a generic version of Xywav that would infringe the two patents in suit. On February 15, 2023, the court consolidated the new lawsuit with the two suits we previously filed against Lupin. No trial date has been set in the consolidated case against Lupin.

In February 2023, we received notice from Teva Pharmaceuticals, Inc., or Teva, that it had filed with FDA an ANDA for a generic version of Xywav. The notice from Teva included a paragraph IV certification with respect to thirteen of our patents listed in FDA's Orange Book for Xywav on the date of the receipt of the notice. The asserted patents relate generally to the composition and method of use of Xywav, and methods of treatment when Xywav is administered concomitantly with certain other medications.

In March 2023, we filed a patent infringement suit against Teva in the United States District Court for the District of New Jersey. The complaint alleges that by filing its ANDA, Teva has infringed thirteen of our Orange Book listed patents. We are seeking a permanent injunction to prevent Teva from introducing a generic version of Xywav that would infringe our patents. As a result of this lawsuit, we expect that a stay of approval of up to 30 months will be imposed by FDA on Teva's ANDA. On May 23, 2023, Teva filed an answer to the complaint and counterclaims asserting that the patents are invalid or not enforceable, and that its product, if approved, will not infringe our patents. No trial date has been set in the case against Teva.

Alkem Patent Litigation

In April 2023, we received notice from Alkem Laboratories Ltd., or Alkem, that it has filed with FDA an ANDA, for a generic version of Xyrem. The notice from Alkem included a paragraph IV certification with respect to six of our patents listed in FDA's Orange Book for Xyrem on the date of our receipt of the notice. The asserted patents relate generally to methods of treatment when Xyrem is administered concomitantly with certain other medications.

In June 2023, we filed a patent infringement suit against Alkem in the United States District Court for the District of New Jersey. The complaint alleges that by filing its ANDA, Alkem has infringed six of our Orange Book listed patents. We are seeking a permanent injunction to prevent Alkem from introducing a generic version of Xyrem that would infringe our patents. As a result of this lawsuit, we expect that a stay of approval of up to 30 months will be imposed by FDA on Alkem's ANDA.

Epidiolex Patent Litigation

In November and December 2022, we received notices from Teva Pharmaceuticals, Inc.; Padagis US LLC; Apotex Inc.; API Pharma Tech LLC and InvaGen Pharmaceuticals, Inc.; Lupin Limited; Taro Pharmaceutical Industries Ltd.; Zenara Pharma Private Limited and Biophore Pharma, Inc.; MSN Laboratories Pvt. Ltd. and MSN Pharmaceuticals, Inc.; Alkem Laboratories Ltd.; and Ascent Pharmaceuticals, Inc. (hereinafter referred to as the "Epidiolex ANDA Filers"), that they have each filed with FDA an ANDA for a generic version of Epidiolex (cannabidiol) oral solution. As of the date of this filing, we are not aware of other ANDA filers. The notices from the Epidiolex ANDA Filers each included a "paragraph IV certification" with respect to certain of our patents listed in FDA's Orange Book for Epidiolex on the date of the receipt of the notice. The listed patents relate generally to the composition and method of use of Epidiolex, and methods of treatment using Epidiolex. A paragraph IV certification is a certification by a generic applicant that alleges that patents covering the branded product are invalid, unenforceable, and/or will not be infringed by the manufacture, use or sale of the generic product.

On January 3, 2023, we filed a patent infringement suit against the Epidiolex ANDA Filers in the United States District Court for the District of New Jersey. The complaint alleges that by filing their ANDAs, the Epidiolex ANDA Filers have infringed certain of our Orange Book listed patents, and seeks an order that the effective date of FDA approval of the ANDAs shall be a date no earlier than the expiration of the last to expire of the asserted patents. As a result of this lawsuit, we expect that a stay of approval of up to 30 months will be imposed by FDA on the Epidiolex ANDA Filers' ANDAs.

From March 2023 through May 2023, we received the Epidiolex ANDA Filers' answers to the complaint. The answers include defenses and counterclaims asserting that the Epidiolex ANDA Filers' products, if launched would not infringe our patents, that our patents are invalid, and in one instance, counterclaims related to allegations of inequitable conduct and improper listing of patents in the Orange Book. On May 25, 2023, we filed a motion to dismiss certain of the counterclaims, which remains pending.

The Court in the Epidiolex Patent Litigation scheduled trial for September 2025.

In June and July 2023, we received notice from certain of the Epidiolex ANDA Filers that they had each filed a paragraph IV certification regarding a newly-issued patent listed in the Orange Book for Epidiolex. On July 21, 2023, we filed an additional lawsuit against all of the Epidiolex ANDA Filers in the United States District Court for the District of New Jersey alleging that, by filing its ANDA, each Epidiolex ANDA Filer infringed the newly-issued patent related to a method of treatment using Epidiolex. The suit seeks an order that the effective date of FDA approval of each Epidiolex ANDA Filer's application shall be a date no earlier than the expiration of the newly-issued patent.

Epidiolex also has Orphan Drug Exclusivity for the treatment of seizures associated with Lennox-Gastaut syndrome or Dravet syndrome in patients 2 years of age and older through September 28, 2025, and for the treatment of seizures associated with Lennox-Gastaut syndrome or Dravet syndrome in patients between 1 and 2 years of age and for the treatment of seizures associated with tuberous sclerosis complex through July 31, 2027.

The Company vigorously enforces its intellectual property rights, but cannot predict the outcome of these matters.

MSP Litigation

On April 3, 2023, MSP Recovery Claims, Series LLC, or MSP, filed a class action lawsuit on behalf itself and others similarly situated against Jazz Pharmaceuticals plc, Jazz Pharmaceuticals, Inc., and Jazz Pharmaceuticals Ireland Limited, (collectively, the Company Defendants), Express Scripts, Inc., Express Scripts Holding Company, Express Scripts Specialty Distribution Services, Inc., Curascript, Inc. d/b/a Curascript, S.D., Priority Healthcare Distribution, Inc. d/b/a Curascript SD and Curascript Specialty Distribution SD, Caring Voice Coalition, and Adira Foundation (collectively with the Company Defendants, referred to as the Defendants) in the United States District Court for the Northern District of California. The MSP complaint alleges that the Defendants conspired to increase the price and quantity dispensed of Xyrem and Prialt, in violation of the Racketeer Influenced and Corrupt Organizations Act and several state laws. The allegations relate generally to the conduct at issue in the investigation conducted by the United States Department of Justice from 2016-2019, involving the Company's contributions to certain charitable foundations. MSP seeks monetary damages, restitution, disgorgement, and a declaration that the conduct alleged is unlawful.

On July 25, 2023, we and certain other defendants filed motions to dismiss MSP's complaint. No trial date has been set for this matter.

FDA Litigation

On June 22, 2023, we filed a complaint in the United States District Court for the District of Columbia seeking a declaration that FDA's approval on May 1, 2023 of the New Drug Application, or NDA, for Avadel's Lumryz was unlawful. In the complaint, we allege that FDA acted outside its authority under the Orphan Drug Act, when, despite the orphan drug exclusivity, or ODE, protecting Jazz's low-sodium oxybate product Xywav, FDA approved the Lumryz NDA and granted Lumryz ODE based on FDA's finding that Lumryz makes a major contribution to patient care and is therefore clinically superior to Xywav and Xyrem. Jazz further alleges that in doing so, FDA failed to follow its own regulations, failed to follow established agency policy without providing a reasoned explanation for the departure, reversed prior decisions by its own staff and experts without a reasoned explanation, and disregarded the relevant scientific literature and data. The complaint, filed pursuant to the Administrative Procedure Act, seeks to have the Court vacate and set aside FDA's approval of the Lumryz NDA and seeks a declaration that FDA's approval of the Lumryz NDA was arbitrary, capricious, an abuse of discretion and otherwise not in accordance with law; and that approval of the Lumryz NDA was in excess of FDA's statutory authority and was made without observance of procedure required by law.

From time to time we are involved in legal proceedings arising in the ordinary course of business. We believe there is no other litigation pending that could have, individually or in the aggregate, a material adverse effect on our results of operations or financial condition.

10. Shareholders' Equity

Share Repurchase Program

In November 2016, our board of directors authorized a share repurchase program and as of June 30, 2023 had authorized the repurchase of ordinary shares having an aggregate purchase price of up to $1.5 billion, exclusive of any brokerage commissions. Under this program, which has no expiration date, we may repurchase ordinary shares from time to time on the open market. The timing and amount of repurchases will depend on a variety of factors, including the price of our ordinary shares, alternative investment opportunities, restrictions under the May 2021 credit agreement, corporate and regulatory requirements and market conditions. The share repurchase program may be modified, suspended or discontinued at any time without prior notice. During the three and six months ended June 30, 2023, we spent a total of $95.6 million to purchase 0.8 million of our ordinary shares under the share repurchase program at an average total purchase price, including commissions, of $126.37 per share. All ordinary shares repurchased were canceled. As of June 30, 2023, the remaining amount authorized under the share repurchase program was $335.6 million.

Accumulated Other Comprehensive Loss

The components of accumulated other comprehensive loss as of June 30, 2023 and December 31, 2022 were as follows (in thousands):

	Net Unrealized Gain From Hedging Activities	Foreign Currency Translation Adjustments	Total Accumulated Other Comprehensive Loss
Balance at December 31, 2022	$ —	$ (1,125,509)	$ (1,125,509)
Other comprehensive income before reclassifications	5,679	253,778	259,457
Amounts reclassified from accumulated other comprehensive income (loss)	(771)	—	(771)
Other comprehensive income, net	4,908	253,778	258,686
Balance at June 30, 2023	$ 4,908	$ (871,731)	$ (866,823)

During the six months ended June 30, 2023, other comprehensive income primarily reflects foreign currency translation adjustments, primarily due to the strengthening of the sterling and the euro against the U.S. dollar.

11. Net Income per Ordinary Share

Basic net income per ordinary share is based on the weighted-average number of ordinary shares outstanding. Diluted net income per ordinary share is based on the weighted-average number of ordinary shares outstanding and potentially dilutive ordinary shares outstanding.

Basic and diluted net income per ordinary share were computed as follows (in thousands, except per share amounts):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Numerator:				
Net income	$ 104,438	$ 34,665	$ 173,858	$ 36,312
Effect of interest on assumed conversions of Exchangeable Senior Notes, net of tax	7,076	—	14,039	—
Net income for dilutive net income per ordinary share	$ 111,514	$ 34,665	$ 187,897	$ 36,312
Denominator:				
Weighted-average ordinary shares used in per share calculations - basic	63,991	62,436	63,744	62,152
Dilutive effect of Exchangeable Senior Notes	9,044	—	9,044	—
Dilutive effect of employee equity incentive and purchase plans	505	995	869	1,019
Weighted-average ordinary shares used in per share calculations - diluted	73,540	63,431	73,657	63,171
Net income per ordinary share:				
Basic	$ 1.63	$ 0.56	$ 2.73	$ 0.58
Diluted	$ 1.52	$ 0.55	$ 2.55	$ 0.57

Potentially dilutive ordinary shares from our employee equity incentive and purchase plans are determined by applying the treasury stock method to the assumed exercise of share options, the assumed vesting of outstanding restricted stock units, or RSUs, and performance-based restricted stock units, or PRSUs, and the assumed issuance of ordinary shares under our employee stock purchase plan, or ESPP. Potentially dilutive ordinary shares from the Exchangeable Senior Notes are determined by applying the if-converted method to the assumed issuance of ordinary shares upon exchange of the Exchangeable Senior Notes. The potential issue of ordinary shares upon exchange of the Exchangeable Senior Notes was anti-dilutive and had no impact on diluted net income per ordinary share for the three and six months ended June 30, 2022.

The following table represents the weighted-average ordinary shares that were excluded from the calculation of diluted net income per ordinary share for the periods presented because including them would have an anti-dilutive effect (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Employee equity incentive and purchase plans	5,700	2,041	3,386	2,275
Exchangeable Senior Notes	—	9,044	—	9,044

12. Revenues

The following table presents a summary of total revenues (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Xywav	$ 326,564	$ 235,025	$ 604,325	$ 421,105
Xyrem	159,769	269,421	337,899	516,918
Total Oxybate	486,333	504,446	942,224	938,023
Epidiolex/Epidyolex	202,226	175,289	391,135	333,182
Sativex	2,806	4,142	9,904	8,884
Sunosi[1]	—	12,966	—	28,844
Total Neuroscience	691,365	696,843	1,343,263	1,308,933
Rylaze	101,693	72,954	187,620	127,174
Zepzelca	70,348	68,285	137,529	127,623
Defitelio/defibrotide	46,108	54,696	85,187	104,185
Vyxeos	34,056	33,890	70,756	67,647
Total Oncology	252,205	229,825	481,092	426,629
Other	3,417	1,632	6,851	2,575
Product sales, net	946,987	928,300	1,831,206	1,738,137
High-sodium oxybate AG royalty revenue	5,514	—	7,610	—
Other royalty and contract revenues	4,816	4,578	11,313	8,462
Total revenues	$ 957,317	$ 932,878	$ 1,850,129	$ 1,746,599

(1) Divestiture of Sunosi U.S. was completed in May 2022.

The following table presents a summary of total revenues attributed to geographic sources (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
United States	$ 884,706	$ 858,340	$ 1,694,822	$ 1,598,923
Europe	59,328	60,779	125,227	121,807
All other	13,283	13,759	30,080	25,869
Total revenues	$ 957,317	$ 932,878	$ 1,850,129	$ 1,746,599

The following table presents a summary of the percentage of total revenues from customers that represented more than 10% of our total revenues:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
ESSDS	51 %	56 %	51 %	56 %
McKesson	12 %	12 %	12 %	12 %
Cardinal	10 %	9 %	10 %	9 %

Financing and payment

Our payment terms vary by the type and location of our customer but payment is generally required in a term ranging from 30 to 65 days.

13. Share-Based Compensation

Share-based compensation expense related to share options, RSUs, PRSUs and grants under our ESPP was as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Selling, general and administrative	$ 40,485	$ 36,233	$ 77,887	$ 71,018
Research and development	17,219	14,902	32,711	27,338
Cost of product sales	3,729	2,552	7,187	5,401
Total share-based compensation expense, pre-tax	61,433	53,687	117,785	103,757
Income tax benefit from share-based compensation expense	(11,185)	(11,023)	(19,741)	(19,917)
Total share-based compensation expense, net of tax	$ 50,248	$ 42,664	$ 98,044	$ 83,840

Restricted Stock Units

The table below shows the number of RSUs granted covering an equal number of our ordinary shares and the weighted-average grant date fair value of RSUs granted:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
RSUs granted (in thousands)	66	62	1,637	1,950
Grant date fair value	$ 132.59	$ 153.29	$ 145.65	$ 152.40

The fair value of RSUs is determined on the date of grant based on the market price of our ordinary shares on that date. The fair value of RSUs is expensed ratably over the vesting period, generally over four years.

Performance-Based Restricted Stock Units

The Compensation & Management Development Committee of our board of directors, and in the case of our Chief Executive Officer, the independent members of our board of directors, approved awards of PRSUs to certain employees of the Company, subject to vesting on the achievement of certain commercial and pipeline performance criteria to be assessed over a performance period from the date of the grant to December 31, 2023, December 31, 2024, and December 31, 2025, respectively. Following the determination of the Company's achievement with respect to the performance criteria, the amount of shares awarded will be subject to adjustment based on the application of a relative total shareholder return, or TSR, modifier. The number of shares that may be earned ranges between 0% and 200% of the target number of PRSUs granted based on the degree of achievement of the applicable performance metric and the application of the relative TSR modifier.

The table below shows the number of PRSUs granted covering an equal number of our ordinary shares and the weighted-average grant date fair value of PRSUs granted:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
PRSUs granted (in thousands)	5	4	257	285
Grant date fair value	$ 139.26	$ 174.69	$ 157.72	$ 179.12

As the PRSUs granted in each year are subject to a market condition, the grant date fair value for such PRSUs was based on a Monte Carlo simulation model. The Company evaluated the performance targets in the context of its current long-range financial plan and its product candidate development pipeline and recognized expense based on the probable number of awards that will ultimately vest.

As of June 30, 2023, compensation cost not yet recognized related to unvested RSUs, PRSUs, ESPP and share options was $386.3 million, $59.5 million, $8.1 million and $5.0 million, respectively, which is expected to be recognized over a weighted-average period of 2.8 years, 1.6 years, 1.2 years and 0.9 years, respectively.

14. Income Taxes

Our income tax benefit was $24.3 million and $39.6 million for the three and six months ended June 30, 2023, compared to an income tax benefit of $16.1 million and $15.6 million for the same periods in 2022, relating to tax arising on income or losses in Ireland, the U.K., the U.S. and certain other foreign jurisdictions, offset by deductions on subsidiary equity, Foreign Derived Intangible Income and patent box benefits. Our effective tax rate was (29.7)% and (29.0)% for the three and six months ended June 30, 2023 compared to effective tax rates of (76.7)% and (57.0)% for the same periods of 2022. The increases in the effective tax rates, resulted primarily from the impact of the disposal of Sunosi in 2022. We do not provide for Irish income taxes on undistributed earnings of our foreign operations that are intended to be indefinitely reinvested in our foreign subsidiaries.

Our net deferred tax liability is primarily related to acquired intangible assets, and is net of deferred tax assets related to U.S. federal and state tax credits, U.S. federal and state and foreign net operating loss carryforwards and other temporary differences. We maintain a valuation allowance against certain deferred tax assets. Each reporting period, we evaluate the need for a valuation allowance on our deferred tax assets by jurisdiction and adjust our estimates as more information becomes available.

We are required to recognize the financial statement effects of a tax position when it is more likely than not, based on the technical merits, that the position will be sustained upon examination. As a result, we have recorded an unrecognized tax benefit for certain tax benefits which we judge may not be sustained upon examination. We file income tax returns in multiple tax jurisdictions, the most significant of which are Ireland, the U.K. and the U.S. (both at the federal level and in various state jurisdictions). For Ireland, we are no longer subject to income tax examinations by taxing authorities for the years prior to 2018. For the U.K., we are no longer subject to income tax examinations by taxing authorities for the years prior to 2016. The U.S. jurisdictions generally have statute of limitations three to four years from the later of the return due date or the date when the return was filed. However, in the U.S. (at the federal level and in most states), carryforwards that were generated in 2018 and earlier may still be adjusted upon examination by the taxing authorities. Certain of our Luxembourg subsidiaries are currently under examination by the Luxembourg taxing authorities for the years ended December 31, 2017, 2018 and 2019. In October 2022 and in January 2023, we received tax assessment notices from the Luxembourg taxing authorities for all years under examination relating to certain transfer pricing and other adjustments. The notices propose additional Luxembourg income tax of approximately $24.3 million, translated at the foreign exchange rate as June 30, 2023. We disagree with the proposed assessments and are contesting them vigorously.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion of our financial condition and results of operations should be read in conjunction with the condensed consolidated financial statements and the notes to condensed consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q. This discussion contains forward-looking statements that involve risks and uncertainties. When reviewing the discussion below, you should keep in mind the substantial risks and uncertainties that could impact our business. In particular, we encourage you to review the risks and uncertainties described in "Risk Factors" in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2022, as supplemented by the risks and uncertainties described in "Risk Factors" Item 1A. Risk Factors in Part II of this Quarterly Report on Form 10-Q. These risks and uncertainties could cause actual results to differ materially from those projected in forward-looking statements contained in this report or implied by past results and trends. Forward-looking statements are statements that attempt to forecast or anticipate future developments in our business, financial condition or results of operations. See the "Cautionary Note Regarding Forward-Looking Statements" that appears at the end of this discussion. These statements, like all statements in this report, speak only as of the date of this Quarterly Report on Form 10-Q (unless another date is indicated), and we undertake no obligation to update or revise these statements in light of future developments.

Overview

Jazz Pharmaceuticals plc is a global biopharmaceutical company whose purpose is to innovate to transform the lives of patients and their families. We are dedicated to developing life-changing medicines for people with serious diseases - often with limited or no therapeutic options. We have a diverse portfolio of marketed medicines and novel product candidates, from early- to late-stage development, in neuroscience and oncology. Within these therapeutic areas, we strive to identify new options for patients by actively exploring small molecules and biologics, and through innovative delivery technologies and cannabinoid science.

Our strategy for growth is rooted in executing commercial launches and ongoing commercialization initiatives, advancing robust research and development, or R&D, programs and delivering impactful clinical results, effectively deploying capital to strengthen the prospects of achieving our short- and long-term goals through strategic corporate development, and delivering strong financial performance. We focus on patient populations with high unmet needs. We identify and develop differentiated therapies for these patients that we expect will be long-lived assets and that we can support with an efficient commercialization model. In addition, we leverage our efficient, scalable operating model and integrated capabilities across our global infrastructure to effectively reach patients around the world.

In January 2022, we announced our Vision 2025, which aims to deliver sustainable growth and enhanced value, driving our continued transformation to an innovative, high-growth global pharmaceutical leader. The three core components of our Vision 2025 focus on commercial execution, pipeline productivity and operational excellence.

Our strategy to deliver sustainable growth and enhanced value is focused on:

- Strong commercial execution to drive diversified revenue growth and address unmet medical needs of our patients across our product portfolio, which focuses on neuroscience and oncology medicines;
- Expanding and advancing our pipeline to achieve a valuable product portfolio of durable, highly differentiated programs;
- Continuing to build a flexible, efficient and productive development engine for targeted therapeutic areas to identify and progress early-, mid- and late-stage assets;
- Identifying and acquiring novel product candidates and approved therapies to complement our existing pipeline and commercial portfolio;
- Investing in an efficient, scalable operating model and differentiated capabilities to enable growth; and
- Unlocking further value through indication expansion and entry into global markets.

In 2023, consistent with our strategy, we are continuing to focus on research and development activities within our neuroscience and oncology therapeutic areas.

Our lead marketed products, listed below, are approved in countries around the world to improve patient care.

Product	Indications	Initial Approval Date	Markets
NEUROSCIENCE			
Xywav® (calcium, magnesium, potassium, and sodium oxybates)	Treatment of cataplexy or excessive daytime sleepiness, or EDS, in patients seven years of age and older with narcolepsy.	July 2020	U.S.
	Treatment of idiopathic hypersomnia, or IH, in adults.	August 2021	U.S.
	Treatment of cataplexy in patients with narcolepsy.	May 2023	Canada
Xyrem® (sodium oxybate)	Treatment of cataplexy or EDS in patients seven years of age and older with narcolepsy.	July 2002	U.S.
	Treatment of cataplexy in patients with narcolepsy.	August 2005	Canada
	Treatment of narcolepsy with cataplexy in adult patients, adolescents and children from age of 7 years.	October 2005	European Union, or EU, Great Britain, other markets (through licensing agreement)
Epidiolex® (cannabidiol)	Treatment of seizures associated with Lennox-Gastaut syndrome, or LGS, Dravet syndrome, or DS, or tuberous sclerosis complex, or TSC, in patients 1 year of age and older.	June 2018	U.S.
Epidyolex® (cannabidiol)	For adjunctive therapy of seizures associated with LGS or DS, in conjunction with clobazam, for patients 2 years of age and older.*	September 2019	EU, Great Britain, EEA**, Israel, Switzerland, Australia and New Zealand
	For adjunctive therapy of seizures associated with TSC for patients 2 years of age and older.	April 2021	EU, Great Britain, Israel and Switzerland
ONCOLOGY			
Rylaze® (asparaginase erwinia chrysanthemi (recombinant)-rywn	A component of a multi-agent chemotherapeutic regimen for the treatment of acute lymphoblastic leukemia, or ALL, and lymphoblastic lymphoma, or LBL, in adult and pediatric patients 1 month or older who have developed hypersensitivity to E. coli-derived asparaginase.	June 2021	U.S.
	A component of a multi-agent chemotherapeutic regimen for the treatment of ALL and LBL, in adults and pediatric patients 1 year or older who have developed hypersensitivity to E. coli-derived asparaginase.	September 2022	Canada

Product	Indications	Initial Approval Date	Markets
Zepzelca® (lurbinectedin)	Treatment of adult patients with metastatic small cell lung cancer, or SCLC, with disease progression on or after platinum-based chemotherapy.	June 2020	U.S. (licensed from PharmaMar)***
	Treatment of adults with Stage III or metastatic SCLC who have progressed on or after platinum-containing therapy.	September 2021	Canada (licensed from PharmaMar)****
Defitelio® (defibrotide)	Treatment of severe hepatic veno-occlusive disease, or VOD, also known as sinusoidal obstruction syndrome, or SOS, following hematopoietic stem cell transplantation, or HSCT, therapy.	October 2013	EU, Great Britain, EEA**, Switzerland, Israel, Australia, South Korea, Saudi Arabia
Defitelio® (defibrotide sodium)	Treatment of adult and pediatric patients with hepatic VOD, also known as SOS, with renal or pulmonary dysfunction following HSCT.	March 2016	U.S.
Defitelio® (defibrotide sodium)	Treatment of severe hepatic VOD, also known as SOS, following HSCT therapy.	July 2017	Canada, Brazil
Defitelio® (defibrotide)	Treatment of haptic sinusoidal obstruction syndrome (hepatic VOD).	June 2019	Japan
Vyxeos® (daunorubicin and cytarabine) liposome for injection	Treatment of newly-diagnosed therapy-related acute myeloid leukemia, or t-AML, or AML with myelodysplasia-related changes, or AML-MRC, in adults and pediatric patients one year and older.	August 2017	U.S.
Vyxeos® liposomal 44 mg/100 mg powder for concentrate for solution for infusion	Treatment of adults with newly-diagnosed t-AML or AML-MRC.	August 2018	EU, Great Britain, Switzerland, Israel, Australia, South Korea
Vyxeos® Daunorubicin and cytarabine liposome for injection Powder, 44 mg daunorubicin and 100 mg cytarabine per vial, intravenous infusion	Treatment of adults with newly diagnosed therapy-related t-AML or AML with AML-MRC.	April 2021	Canada

*The clobazam restriction limited to EU and Great Britain

**European Economic Area

***Accelerated approval received from U.S. Food and Drug Administration, or FDA

****Conditional approval received from Health Canada

Neuroscience

We are the global leader in the development and commercialization of oxybate therapy for patients with sleep disorders. Xyrem was approved by FDA in 2002 for treating EDS and cataplexy in narcolepsy. In 2020, we received FDA approval for Xywav for the treatment of cataplexy or EDS, in patients seven years of age and older with narcolepsy. In August 2021, Xywav became the first and only therapy approved by FDA for the treatment of IH in adults. Xywav is an oxybate therapy that contains 92% less sodium than Xyrem. Xywav has become a standard of care for patients with narcolepsy and IH.

Since there is no cure for narcolepsy and long-term disease management is needed, we believe that Xywav represents an important therapeutic option for patients with this sleep disorder. Our commercial efforts are focused on educating patients and physicians about the lifelong impact of high sodium intake, and how the use of Xywav enables them to address what is a modifiable risk factor. We view the adoption of Xywav in narcolepsy as a positive indication that physicians and patients appreciate the benefits of a low-sodium oxybate option.

In June 2021, FDA recognized seven years of Orphan Drug Exclusivity, or ODE, for Xywav in narcolepsy, which extends through July 2027. Lumryz, a fixed-dose, high-sodium oxybate, was approved by FDA on May 1, 2023 for the treatment of cataplexy or EDS in adults with narcolepsy. FDA continues to recognize seven years of ODE for Xywav in narcolepsy. In connection with granting ODE for Xywav, FDA stated that "Xywav is clinically superior to Xyrem by means of greater safety because Xywav provides a greatly reduced chronic sodium burden compared to Xyrem.” FDA's summary also stated that "the differences in the sodium content of the two products at the recommended doses will be clinically meaningful in reducing cardiovascular morbidity in a substantial proportion of patients for whom the drug is indicated." FDA has also recognized that the difference in sodium content between Xywav and Lumryz is likely to be clinically meaningful in all patients with narcolepsy and that Xywav is safer than Lumryz in all such patients. Lumryz has the same sodium content as Xyrem. Xywav is the only approved oxybate therapy that does not carry a warning and precaution related to high sodium intake.

On August 12, 2021, FDA approved Xywav for the treatment of IH in adults. Xywav is the first and only FDA-approved therapy to treat IH. We initiated the U.S. commercial launch of Xywav for the treatment of IH in adults on November 1, 2021. In January 2022, FDA recognized seven years of ODE for Xywav in IH that extends through August 2028. IH is a debilitating neurologic sleep disorder characterized by chronic EDS, the inability to stay awake and alert during the day resulting in the irrepressible need to sleep or unplanned lapses into sleep or drowsiness. An estimated 37,000 people in the U.S. have been diagnosed with IH and are actively seeking healthcare.

We have agreements in place for Xywav with all three major pharmacy benefit managers, or PBMs, in the U.S. To date, we have entered into agreements with various entities and have achieved benefit coverage for Xywav in both narcolepsy and IH indications for approximately 90% of commercial lives.

We have seen strong adoption of Xywav in narcolepsy since its launch in November 2020, and increasing adoption in IH since its launch in November 2021. Exiting the second quarter of 2023, there were approximately 11,500 patients taking Xywav, including approximately 9,300 patients with narcolepsy and approximately 2,200 patients with IH. With respect to Xywav and Xyrem in the aggregate, the average number of active Jazz oxybate patients on therapy was approximately 16,200 in the second quarter of 2023, reflecting the expected decline of Xyrem due to strong adoption of Xywav and availability of high-sodium oxybate authorized generics.

We acquired Epidiolex (Epidyolex outside the U.S.) in May 2021 as part of the acquisition of GW Pharmaceuticals plc, or GW, which we refer to as the GW Acquisition, which expanded our growing neuroscience business with a global, high-growth childhood-onset epilepsy franchise. Epidiolex was approved in the U.S. in June 2018 for the treatment of seizures associated with two rare and severe forms of epilepsy, LGS and DS, in patients two years of age and older, and subsequently approved in July 2020 for the treatment of seizures associated with TSC in patients one year of age and older. FDA also approved the expansion of all existing indications, LGS and DS, to patients one year of age and older. The rolling European launch of Epidyolex is also underway following European Commission approval in September 2019 for use as adjunctive therapy of seizures associated with LGS or DS, in conjunction with clobazam, for patients two years of age and older. Epidyolex is now launched in all five key European markets: United Kingdom, Germany, Italy, Spain and France. The clobazam restriction is limited to the EU, and Great Britain. Epidyolex was also approved for adjunctive therapy of seizures associated with TSC for patients 2 years of age and older in the EU in April 2021 and Great Britain in August 2021, and is approved or under review for this indication in other markets. Outside the U.S. and Europe, Epidiolex/Epidyolex is approved in Israel, Switzerland, Australia and New Zealand.

Oncology

Rylaze was approved by FDA in June 2021 under the Real-Time Oncology Review program and was launched in the U.S. in July 2021 for use as a component of a multi-agent chemotherapeutic regimen for the treatment of patients with ALL or LBL in pediatric and adult patients one month and older who have developed hypersensitivity to *E. coli*-derived asparaginase. Rylaze is the only recombinant *erwinia* asparaginase manufactured product that maintains a clinically meaningful level of

asparaginase activity throughout the entire duration of treatment. We developed Rylaze to address the needs of patients and health care providers for an innovative, high-quality *erwinia* asparaginase with reliable supply. The initial approved recommended dosage of Rylaze was for an intramuscular, or IM, administration of 25 mg/m2 every 48 hours. In November 2022, FDA approved a supplemental Biologics License Application, or sBLA, for a Monday/Wednesday/Friday, or M/W/F, IM dosing schedule. In April 2022, we submitted a separate sBLA for intravenous, or IV, administration. In February 2023, we received a complete response letter from FDA requesting additional clinical data on the IV administration of Rylaze. There is no impact on the approved product labeling for Rylaze IM administration. In July 2023, we announced the Committee for Medicinal Products for Human Use, or CHMP, of the European Medicines Agency, or EMA, granted a positive opinion for JZP458 (marketed as Rylaze in the U.S.) recommending the marketing authorization to the European Commission, or EC. We anticipate EC approval this year.

We acquired U.S. development and commercialization rights to Zepzelca in early 2020, and launched six months thereafter, with an indication for treatment of patients with SCLC with disease progression on or after platinum-based chemotherapy. Our education and promotional efforts are focused on SCLC-treating physicians. We are continuing to raise awareness of Zepzelca across academic and community cancer centers. In collaboration with F. Hoffmann-La Roche Ltd., or Roche, we have an ongoing Phase 3 pivotal clinical trial in first-line extensive stage SCLC of Zepzelca in combination with Tecentriq® (atezolizumab). We are also developing Zepzelca in additional indications.

Defitelio is the first and only approved treatment for patients with severe VOD, or sVOD, following HSCT. There was a significant decline in the number of patients receiving HSCT due to the effects of the COVID-19 pandemic. Moving forward, while HSCT procedures are gradually returning to pre-pandemic numbers, we expect changes in chemotherapy regimens and the increasing use of cell therapies to potentially lower the incidence of sVOD; additionally, there has been a reduction of prophylactic use of Defitelio in Europe.

Vyxeos is a treatment for adults with newly-diagnosed t-AML, or AML-MRC. In March 2021, FDA approved a revised label to include a new indication to treat newly-diagnosed t-AML, or AML-MRC, in pediatric patients aged one year and older. We have a number of ongoing development activities and continue to expand into new markets internationally. With ongoing trends in the U.S. towards lower-intensity treatments and away from intensive chemotherapy regimens for AML, we note increasing competition from other therapeutic options as we continue to educate providers on the clinical benefits of Vyxeos in appropriate patients.

Research and Development Progress

Our research and development activities encompass all stages of development and currently include clinical testing of new product candidates and activities related to clinical improvements of, or additional indications or new clinical data for, our existing marketed products. We also have active preclinical programs for novel therapies, including precision medicines in hematology and oncology and the GW Cannabinoid Platform. We are increasingly leveraging our growing internal research and development function, and our proprietary GW Cannabinoid Platform, and we have also entered into collaborations with third parties for the research and development of innovative early-stage product candidates and have supported additional investigator-sponsored trials, or ISTs, that are anticipated to generate additional data related to our products. We also seek out investment opportunities in support of the development of early- and mid-stage technologies in our therapeutic areas and adjacencies. We have a number of licensing and collaboration agreements with third parties, including biotechnology companies, academic institutions and research-based companies and institutions, related to preclinical and clinical research and development activities in hematology and in precision oncology, as well as in neuroscience.

Our neuroscience R&D efforts include the initiation in August 2022 of an ongoing pivotal Phase 3 clinical trial of Epidiolex for the treatment of Epilepsy with Myoclonic-Atonic Seizures, or EMAS, also known as Doose syndrome. This trial is evaluating Epidiolex in a fourth childhood-onset epileptic encephalopathy with high unmet need. EMAS is characterized by generalized myoclonic-atonic seizures, and this trial is designed to provide the first randomized, controlled clinical data with Epidiolex in this syndrome type. Seizure types including atonic, tonic, clonic, tonic-clonic and partial onset seizures are seen in LGS, DS, and TSC. We enrolled the first patient in a Phase 3 trial of Epidyolex for LGS, DS and TSC in Japan in October 2022.

In December 2021 we initiated Phase 2 clinical trials for suvecaltamide, or JZP385, for essential tremor, or ET, and for JZP150 for post-traumatic stress disorder, or PTSD. Additionally, in November 2022, we initiated a Phase 2 trial of suvecaltamide in patients with Parkinson's disease tremor. These patient populations suffer significant impacts to their quality of life and there are limited current treatment options. We are also pursuing early-stage activities related to the development of JZP324, an extended-release low sodium, oxybate formulation that we believe could provide a clinically meaningful option for narcolepsy patients.

In May 2022, we announced that we had entered into a licensing agreement with Sumitomo Pharma Co., Ltd, or Sumitomo, to acquire exclusive development and commercialization rights in the United States, Europe and other territories for

JZP441, also known as DSP-0187, a potent, highly selective oral orexin-2 receptor agonist with potential application for the treatment of narcolepsy, IH and other sleep disorders. In November 2022, the first participant was enrolled in a Phase 1 development program to assess the safety, tolerability, pharmacokinetics and pharmacodynamics of JZP441 in sleep-deprived healthy volunteers. Under the terms of the agreement, we made an upfront payment of $50 million to Sumitomo, and Sumitomo is eligible to receive development, regulatory and commercial milestone payments of up to $1.09 billion. If approved, Sumitomo is eligible to receive a tiered, low double-digit royalty on Jazz's net sales of JZP441.

Within our oncology R&D program, in November 2022, FDA approved an sBLA for Rylaze, with a M/W/F IM dosing schedule. In April 2022, we submitted a separate sBLA for IV administration. In February 2023, we received a complete response letter from FDA requesting additional clinical data on the IV administration of Rylaze. There is no impact on the approved product labeling for Rylaze IM administration. In July 2023, we announced the CHMP of the EMA granted a positive opinion for JZP458 (marketed as Rylaze in the U.S.) recommending the marketing authorization to the EC. We anticipate EC approval this year.

We are executing a robust development plan for Zepzelca. We are collaborating with Roche on a pivotal Phase 3 clinical trial evaluating Zepzelca in combination with Tecentriq in first-line extensive stage SCLC. In December 2021, our licensor Pharma Mar, S.A., or PharmaMar, initiated a confirmatory trial in second-line SCLC. This is a three-arm trial comparing Zepzelca as either monotherapy or in combination with irinotecan to investigator's choice of irinotecan or topotecan. Data from either the first-line trial of Zepzelca in combination with Tecentriq or the PharmaMar trial could serve to confirm clinical benefit of Zepzelca and secure full approval in the U.S.

We have elected to close the Phase 2 basket trial evaluating Zepzelca as monotherapy in select relapsed/refractory solid tumors based on limited response in three solid tumor cohorts. We are analyzing findings from the basket trial and continuing to explore additional tumor types that may benefit from treatment with Zepzelca. In addition, we have an ongoing Phase 4 observational study to collect real world safety and outcome data in adult Zepzelca monotherapy patients with SCLC who progress on or after prior platinum-containing chemotherapy.

In October 2022, we announced an exclusive licensing and collaboration agreement with Zymeworks Inc., or Zymeworks, providing us the right to acquire development and commercialization rights to Zymeworks' zanidatamab across all indications in the United States, Europe, Japan and all other territories except for those Asia/Pacific territories previously licensed by Zymeworks. In December 2022, we exercised the option to continue with the exclusive development and commercialization rights to zanidatamab. Zanidatamab is a bispecific antibody that can simultaneously bind two non-overlapping epitopes of HER2, known as biparatopic binding. Under the terms of the agreement, Zymeworks received an upfront payment of $50.0 million, and following the exercise of our option to continue the collaboration, a second, one-time payment of $325 million. Zymeworks is also eligible to receive regulatory and commercial milestone payments of up to $1.4 billion, for total potential payments of $1.76 billion. Pending approval, Zymeworks is eligible to receive tiered royalties between 10% and 20% on our net sales. On April 25, 2023, Jazz and Zymeworks entered into a Stock and Asset Purchase Agreement to, among other things, transfer to Jazz certain assets, contracts and employees associated with the development of zanidatamab.

In June 2022, we announced the FDA had cleared our Investigational New Drug application for JZP815 and in October 2022, we enrolled the first patient in a Phase 1 trial. JZP815 is an investigational stage pan-RAF kinase inhibitor that targets specific components of the mitogen-activated protein kinase pathway that, when activated by oncogenic mutations, can be a frequent driver of human cancer.

In April 2022, we announced that we had entered into a licensing and collaboration agreement with Werewolf Therapeutics, Inc., or Werewolf, to acquire exclusive global development and commercialization rights to Werewolf's investigational WTX-613, now referred to as JZP898. JZP898 is a differentiated, conditionally-activated interferon alpha, or IFNα, INDUKINE™ molecule. Under the terms of the agreement, we made an upfront payment of $15.0 million to Werewolf, and Werewolf is eligible to receive development, regulatory and commercial milestone payments of up to $1.26 billion. If approved, Werewolf is eligible to receive a tiered, mid-single-digit percentage royalty on net sales of JZP898. This transaction underscores our commitment to enhancing our pipeline to deliver novel oncology therapies to patients, and also provides us with an opportunity to expand into immuno-oncology. We have received clearance from FDA on the Investigational New Drug application for JZP898 and expect to initiate a Phase 1 clinical trial in 2023.

Below is a summary of our key ongoing and planned development projects related to our products and pipeline and their corresponding current stages of development:

Product Candidates	Description
NEUROSCIENCE	
Phase 3	
Epidiolex	EMAS, also known as Doose syndrome (ongoing trial) LGS, TSC and DS (ongoing trial in Japan)
Phase 2b	
Suvecaltamide (JZP385)	ET (ongoing trial)
Phase 2	
Suvecaltamide (JZP385)	Parkinson's disease tremor (ongoing trial)
JZP150	PTSD (ongoing trial)
JZP541	Irritability associated with autism spectrum disorder, or ASD (ongoing trial)
Additional cannabinoids	ASD (ongoing trial)
Phase 1	
JZP324	Oxybate extended-release formulation (planned trial)
JZP441*	Potent, highly selective oral orexin-2 receptor agonist (ongoing trials in Japan and the U.S.)
Additional cannabinoids	Neuropsychiatry targets (ongoing trial)
Preclinical	
Undisclosed targets	Neuroscience Cannabinoids
ONCOLOGY	
Regulatory Review	
Rylaze	ALL/LBL FDA approval in June 2021; approval for M/W/F IM dosing schedule in November 2022; submitted an sBLA for IV administration in April 2022; received complete response letter from FDA requesting additional data on IV administration in February 2023; submitted MAA to EMA in May 2022
Phase 3	
Zepzelca	First-line extensive stage SCLC in combination with Tecentriq (collaboration with Roche) (ongoing trial) Confirmatory Study (PharmaMar study) (ongoing trial)
Zanidatamab	HER2-positive gastroesophageal adenocarcinoma, or GEA (ongoing trial)
Vyxeos	AML or high-risk Myelodysplastic Syndrome, or MDS (AML18) (cooperative group studies) (ongoing trial) Newly diagnosed adults with standard- and high-risk AML (AML Study Group cooperative group study) (ongoing trial) Newly diagnosed pediatric patients with AML (Children's Oncology Group cooperative group study) (ongoing trial)
Pivotal Phase 2	
Zanidatamab	Previously treated, advanced HER2-expressing biliary tract cancer, or BTC (ongoing trial) (pivotal trial)
Phase 2	
Vyxeos	High-risk MDS (European Myelodysplastic Syndromes) (cooperative group study) (ongoing trial) Newly diagnosed untreated patients with high-risk AML (cooperative group study) (planned trial)
Vyxeos + venetoclax	De novo or relapsed/refractory, or R/R, AML (MD Anderson collaboration study) (ongoing trial)
Zanidatamab	HER2-expressing GEA, BTC or colorectal cancer in combination with standard first-line chemotherapy (ongoing trial)
Phase 2a	
Zanidatamab	Previously treated HER2+HR+ breast cancer in combination with palbociclib

Product Candidates	Description
Phase 1b/2	
Zanidatamab	First-line breast cancer and GEA (BeiGene trial) (ongoing trial)
Zanidatamab	HER2-expressing breast cancer in combination with ALX148 (ongoing trial)
Phase 1	
Vyxeos	Low intensity dosing for higher risk MDS (MD Anderson collaboration study) (ongoing trial)
Vyxeos + other approved therapies	R/R AML or hypomethylating agent failure MDS (MD Anderson collaboration study) (ongoing trial)
JZP815	Raf and Ras mutant tumors (acquired from Redx Pharma plc, or Redx) (ongoing trial)
Zanidatamab	In previously treated metastatic HER2-expressing cancers in combination with select antineoplastic therapies (ongoing trial)
JZP341 (long-acting *Erwinia* asparaginase)	Solid tumors (licensed from Ligand Pharmaceuticals Incorporated, or Ligand) (ongoing trial)
Preclinical	
CombiPlex®	Hematology/oncology exploratory activities
JZP898	Conditionally-activated IFNα INDUKINE™ molecule
Undisclosed target	Ras/Raf/MAP kinase pathway (collaboration with Redx) Oncology
Undisclosed targets	Oncology

*Also known as DSP-0187

Operational Excellence

We remain focused on continuing to build excellence in areas that we believe will give us a competitive advantage, including building an increasingly agile and adaptable commercialization engine and strengthening our customer-focused market expertise across patients, providers and payors. We are refining our approach to engaging our customers by strengthening alignment and integration across functions and across regions. This includes a more integrated approach to brand planning, a heightened focus on launch and operational excellence and multichannel customer engagement. We have fully adapted to reaching our key audiences through both in-person and virtual initiatives. This includes maintaining a virtual presence at scientific congresses, when appropriate, designed to ensure we can continue to provide promotional and non-promotional interactions and supporting our field-based teams with virtual customer interaction tools, training and content. These initiatives mark a significant operational evolution that is directly linked to our corporate strategy and are designed to better enable our teams to work collaboratively on an aligned and shared agenda through both virtual and in-person interactions. In most geographies, our teams have increased the frequency of in-person interactions as medical congresses and healthcare practices have resumed in-person activities.

Other Challenges, Risks and Trends Related to Our Business

Historically, our business has been substantially dependent on Xyrem, and our financial results have been significantly influenced by sales of Xyrem. Our operating plan assumes that Xywav, with 92% lower sodium compared to high-sodium oxybates, depending on the dose, absence of a sodium warning and dosing titration option, will remain the treatment of choice for patients who can benefit from oxybate treatment. In June 2021, FDA recognized seven years of ODE for Xywav in narcolepsy through July 21, 2027 stating that Xywav is clinically superior to Xyrem by means of greater safety due to reduced chronic sodium burden. While we expect that our business will continue to meaningfully depend on oxybate revenues, there is no guarantee that we can maintain oxybate revenues at or near historical levels, or that oxybate revenues will grow.

Our ability to successfully commercialize Xywav will depend on, among other things, our ability to maintain adequate payor coverage and reimbursement for Xywav and acceptance of Xywav by physicians and patients, including of Xywav for the treatment of IH in adults. In an effort to support strong adoption of Xywav, we are focused on providing robust patient copay and savings programs and facilitating payor coverage for Xywav.

Xywav and Xyrem also face increased competition from branded products for treatment of cataplexy and/or EDS in narcolepsy, such as Avadel's recently approved Lumryz, in the U.S. market.

In addition, in January 2023 our oxybate products began to face competition from an authorized generic, or AG, version of high-sodium oxybate pursuant to a settlement agreement we entered into with an abbreviated new drug application, or

ANDA, filer, and in July 2023, an additional AG version of high-sodium oxybate entered the market, which has negatively impacted the number of prescriptions written for Xyrem and could impact Xywav prescriptions. In the future, we expect our oxybate products to face competition from generic versions of high-sodium oxybate pursuant to settlement agreements we entered into with multiple ANDA filers. Generic competition can decrease the prices at which Xywav and Xyrem are sold. In addition, we have increasingly experienced pressure from third party payors to agree to discounts, rebates or restrictive pricing terms, and we cannot guarantee we will be able to agree to commercially reasonable terms with PBMs, or similar organizations and other third party payors, or that we will be able to ensure patient access and acceptance on formularies. Entering into agreements with PBMs or similar organizations and payors to ensure patient access has and will likely continue to result in higher gross to net deductions. Moreover, generic or AG high-sodium oxybate products or branded high-sodium oxybate entrants in narcolepsy, such as Avadel's recently approved Lumryz, have had and may continue to have the effect of changing payor or formulary coverage of Xywav or Xyrem in favor of other products, and indirectly adversely affect sales of Xywav and Xyrem.

Our financial condition, results of operations and growth prospects are also dependent on our ability to maintain or increase sales of Epidiolex/Epidyolex in the U.S. and Europe, which is subject to many risks and there is no guarantee that we will be able to continue to successfully commercialize Epidiolex/Epidyolex for its approved indications. The commercial success of Epidiolex/Epidyolex depends on the extent to which patients and physicians accept and adopt Epidiolex/Epidyolex as a treatment for seizures associated with LGS, DS and TSC, and we do not know whether our or others' estimates in this regard will be accurate. Physicians may not prescribe Epidiolex and patients may be unwilling to use Epidiolex/Epidyolex if coverage is not provided or reimbursement is inadequate to cover a significant portion of the cost. Additionally, any negative development for Epidiolex/Epidyolex in the market, in clinical development for additional indications, or in regulatory processes in other jurisdictions, may adversely impact the commercial results and potential of Epidiolex/Epidyolex. Moreover, we expect that Epidiolex will face competition from generic products in the future. For example, in November and December 2022, we received notices from ten ANDA filers that they have each filed with FDA an ANDA for a generic version of Epidiolex. In addition, there are non-FDA approved cannabidiol preparations being made available from companies through the state-enabled medical marijuana industry, which might attempt to compete with Epidiolex. Thus, significant uncertainty remains regarding the commercial potential of Epidiolex/Epidyolex.

In addition to our neuroscience products and product candidates, we are commercializing a portfolio of oncology products, including Rylaze, Zepzelca, Defitelio and Vyxeos. An inability to effectively commercialize Rylaze, Zepzelca, Defitelio and Vyxeos and to maximize their potential where possible through successful research and development activities could have a material adverse effect on our business, financial condition, results of operations and growth prospects.

A key aspect of our growth strategy is our continued investment in our evolving and expanding R&D activities. If we are not successful in the clinical development of these or other product candidates, if we are unable to obtain regulatory approval for our product candidates in a timely manner, or at all, or if sales of an approved product do not reach the levels we expect, our anticipated revenue from our product candidates would be negatively affected, which could have a material adverse effect on our business, financial condition, results of operations and growth prospects.

In addition to continued investment in our R&D pipeline, we intend to continue to grow our business by acquiring or in-licensing, and developing, including with collaboration partners, additional products and product candidates that we believe are highly differentiated and have significant commercial potential. Failure to identify and acquire, in-license or develop additional products or product candidates, successfully manage the risks associated with integrating any products or product candidates into our portfolio or the risks arising from anticipated and unanticipated problems in connection with an acquisition or in-licensing, such as the GW Acquisition, could have a material adverse effect on our business, results of operations and financial condition.

The success of the GW Acquisition will depend, in part, on our ability to realize the anticipated benefits from the combination of our and GW's historical businesses. Nonetheless, Epidiolex and the other products and technologies acquired may not be successful or continue to grow at the same rate as if our companies operated independently or they may require significantly greater resources and investments than originally anticipated. For example, in the third quarter of 2022, we recorded a $133.6 million asset impairment charge as a result of the decision to discontinue the nabiximols program. As a result, the anticipated benefits of the GW Acquisition may not be realized at the expected level, within the expected timeframe or at all or may take longer to realize or cost more than expected, which could materially and adversely affect our business, financial condition, results of operations and growth prospects.

Our industry has been, and is expected to continue to be, subject to healthcare cost containment and drug pricing scrutiny by regulatory agencies in the U.S. and internationally. If new healthcare policies or reforms intended to curb healthcare costs are adopted or if we experience negative publicity with respect to pricing of our products or the pricing of pharmaceutical drugs generally, the prices that we charge for our products may be affected, our commercial opportunity may be limited and/or our revenues from sales of our products may be negatively impacted. For example, on August 16, 2022, President Biden signed the Inflation Reduction Act of 2022 into law, which, among other things, requires the U.S. Department of Health and Human

Services Secretary to negotiate, with respect to Medicare units and subject to a specified cap, the price of a set number of certain high Medicare spend drugs and biologicals per year starting in 2026, penalizes manufacturers of certain Medicare Parts B and D drugs for price increases above inflation, and makes several changes to the Medicare Part D benefit, including a limit on annual out-of-pocket costs, and a change in manufacturer liability under the program, that could negatively affect our business and financial condition. In addition, under the Medicaid Drug Rebate Program, rebates owed by manufacturers are currently capped at 100 percent of average manufacturer price, but, effective January 1, 2024, this cap will be lifted, which could adversely affect our rebate liability. We are also subject to increasing pricing pressure and restrictions on reimbursement imposed by payors. If we fail to obtain and maintain adequate formulary positions and institutional access for our current products and future approved products, we will not be able to achieve a return on our investment and our business, financial condition, results of operations and growth prospects would be materially adversely affected.

While certain preparations of cannabis remain Schedule I controlled substances, if such products are approved by FDA for medical use in the U.S. they are rescheduled to Schedules II-V, since approval by FDA satisfies the “accepted medical use” requirement; or such products may be removed from control under the Controlled Substances Act entirely. If any of our product candidates receive FDA approval, the Department of Health and Human Services and the U.S. Drug Enforcement Administration will make a scheduling determination. U.S. or foreign regulatory agencies may request additional information regarding the abuse potential of our products which may require us to generate more clinical or other data than we currently anticipate to establish whether or to what extent the substance has an abuse potential, which could increase the cost, delay the approval and/or delay the launch of that product.

Finally, business practices by pharmaceutical companies, including product formulation improvements, patent litigation settlements, and risk evaluation and mitigation strategy, or REMS, programs, have increasingly drawn public scrutiny from legislators and regulatory agencies, with allegations that such programs are used as a means of improperly blocking or delaying competition. Government investigations with respect to our business practices, including as they relate to the Xywav and Xyrem REMS, the launch of Xywav, our Xyrem patent litigation settlement agreements or otherwise, could cause us to incur significant monetary charges to resolve these matters and could distract us from the operation of our business and execution of our strategy. For example, in July 2022, we received a subpoena from the U.S. Attorney’s Office for the District of Massachusetts requesting documents related to Xyrem and U.S. Patent No. 8,772,306 (“Method of Administration of Gamma Hydroxybutyrate with Monocarboxylate Transporters”), product labeling changes for Xyrem, communications with FDA and the U.S. Patent and Trademark Office, pricing of Xyrem, and other related documents. We may also become subject to similar investigations by other state or federal governmental agencies. The investigation by the U.S. Attorney’s Office and any additional investigations or litigation related to the subject matter of this investigation may result in damages, fines, penalties, financial charges to resolve the matter or administrative sanctions against us, negative publicity or other negative actions that could harm our reputation, reduce demand for Xyrem and/or reduce coverage of Xyrem, including by federal health care programs and state health care programs. In addition, from June 2020 to May 2022, a number of lawsuits were filed on behalf of purported direct and indirect Xyrem purchasers, alleging that the patent litigation settlement agreements we entered with certain generic companies violate state and federal antitrust and consumer protection laws. For additional information on these lawsuits and other legal matters, see Note 9, Commitments and Contingencies-Legal Proceedings of the Notes to Condensed Consolidated Financial Statements, included in Part I, Item 1 of this Quarterly Report on Form 10-Q. It is possible that additional lawsuits will be filed against us making similar or related allegations. We cannot predict the outcome of these or potential additional lawsuits; however, if the plaintiffs were to be successful in their claims against us, they may be entitled to injunctive relief or we may be required to pay significant monetary damages. Moreover, we are, and expect to continue to be, the subject of various claims, legal proceedings, and government investigations apart from those set forth above that have arisen in the ordinary course of business that have not yet been fully resolved and that could adversely affect our business and the execution of our strategy. Any of the foregoing risks and uncertainties could have a material adverse effect on our business, financial condition, results of operations and growth prospects.

These risks and uncertainties are discussed in greater detail, along with other risks and uncertainties, in “Risk Factors” in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2022, as supplemented by the risks and uncertainties described in "Risk Factors" in Part II, Item 1A of this Quarterly Report on Form 10-Q.

Results of Operations

The following table presents our revenues and expenses (in thousands, except percentages):

	Three Months Ended June 30,		Increase/	Six Months Ended June 30,		Increase/
	2023	2022	(Decrease)	2023	2022	(Decrease)
Product sales, net	$ 946,987	$ 928,300	2 %	$ 1,831,206	$ 1,738,137	5 %
Royalties and contract revenues	10,330	4,578	126 %	18,923	8,462	124 %
Cost of product sales (excluding amortization of acquired developed technologies)	97,537	124,208	(21)%	226,181	239,492	(6)%
Selling, general and administrative	340,844	366,473	(7)%	638,761	675,286	(5)%
Research and development	209,238	139,047	50 %	398,648	269,028	48 %
Intangible asset amortization	152,062	148,456	2 %	301,848	320,550	(6)%
Acquired in-process research and development	—	69,148	N/A(1)	1,000	69,148	N/A(1)
Interest expense, net	73,470	63,189	16 %	147,617	133,873	10 %
Foreign exchange loss (gain)	2,382	1,343	N/A(1)	(811)	11,883	N/A(1)
Income tax benefit	(24,323)	(16,112)	N/A(1)	(39,647)	(15,576)	N/A(1)
Equity in loss of investees	1,669	2,461	(32)%	2,674	6,603	(60)%

(1) Comparison to prior period not meaningful.

Revenues

The following table presents our net product sales, royalties and contract revenues, and total revenues (in thousands, except percentages):

	Three Months Ended June 30,		Increase/	Six Months Ended June 30,		Increase/
	2023	2022	(Decrease)	2023	2022	(Decrease)
Xywav	$ 326,564	$ 235,025	39 %	$ 604,325	$ 421,105	44 %
Xyrem	159,769	269,421	(41)%	337,899	516,918	(35)%
Total Oxybate	486,333	504,446	(4)%	942,224	938,023	— %
Epidiolex/Epidyolex	202,226	175,289	15 %	391,135	333,182	17 %
Sativex	2,806	4,142	(32)%	9,904	8,884	11 %
Sunosi	—	12,966	N/A(1)	—	28,844	N/A(1)
Total Neuroscience	691,365	696,843	(1)%	1,343,263	1,308,933	3 %
Rylaze	101,693	72,954	39 %	187,620	127,174	48 %
Zepzelca	70,348	68,285	3 %	137,529	127,623	8 %
Defitelio/defibrotide	46,108	54,696	(16)%	85,187	104,185	(18)%
Vyxeos	34,056	33,890	— %	70,756	67,647	5 %
Total Oncology	252,205	229,825	10 %	481,092	426,629	13 %
Other	3,417	1,632	109 %	6,851	2,575	166 %
Product sales, net	946,987	928,300	2 %	1,831,206	1,738,137	5 %
High-sodium oxybate AG royalty revenue	5,514	—	N/A(2)	7,610	—	N/A(2)
Other royalty and contract revenues	4,816	4,578	5 %	11,313	8,462	34 %
Total revenues	$ 957,317	$ 932,878	3 %	$ 1,850,129	$ 1,746,599	6 %

(1) Divestiture of Sunosi U.S. was completed in May 2022
(2) Comparison to prior period not meaningful

Product Sales, Net

Xywav product sales increased in the three and six months ended June 30, 2023 compared to the same periods in 2022, primarily due to increased sales volumes of 34% and 39% in the respective periods. We continue to see strong Xywav adoption

driven by educational initiatives around the benefit of lowering sodium intake. In addition, Xywav product sales were positively impacted by Xywav for IH as we see continued growth of new prescribers. Xyrem product sales decreased in the three and six months ended June 30, 2023 compared to the same periods in 2022, primarily due to decreases in sales volumes of 48% and 40% in the respective periods, reflecting the continued adoption of Xywav by existing Xyrem patients and the launch of a high-sodium oxybate AG in January 2023, partially offset by a higher average selling price. Price increases were instituted in January 2022 and January 2023. Total oxybate product sales decreased by $18.1 million and increased by $4.2 million in the three and six months ended June 30, 2023, respectively, compared to the same periods in 2022. Average active oxybate patients on therapy were approximately 16,200 in the second quarter of 2023, a decrease of approximately 5% compared to the same period in 2022. Epidiolex/Epidyolex product sales increased by $26.9 million and $58.0 million in the three and six months ended June 30, 2023 compared to the same periods in 2022, respectively, primarily due to increased sales volumes of 13% and 18% in the respective periods.

Rylaze product sales increased in the three and six months ended June 30, 2023 compared to the same periods in 2022, primarily due to higher sales volumes and, to a lesser extent, a higher average selling price. Price increases were instituted in July 2022 and January 2023. The increased volumes reflect the significant unmet patient need for a high-quality, reliable supply of Erwinia asparaginase for patients with ALL. Zepzelca product sales increased in the three months ended June 30, 2023 compared to the same period in 2022, due to a higher average selling price, partially offset by lower sales volumes and higher gross to net deductions. Zepzelca product sales increased in the six months ended June 30, 2023 compared to the same period in 2022, due to a higher average selling price and increased sales volumes, partially offset by higher gross to net deductions. Price increases were instituted in January 2022, July 2022 and January 2023. Defitelio/defibrotide product sales decreased in the three months ended June 30, 2023 compared to the same period in 2022, primarily due to a decrease in sales volumes. Defitelio/defibrotide product sales decreased in the six months ended June 30, 2023 compared to the same period in 2022, primarily due to a decrease in sales volumes, partially offset by a higher average selling price. Price increases were instituted in January 2022, July 2022 and January 2023. Vyxeos product sales increased in the three months ended June 30, 2023 compared to the same period in 2022, primarily due a higher average selling price and higher sales volumes, partially offset by higher gross to net deductions. Vyxeos product sales increased in the six months ended June 30, 2023 compared to the same period in 2022, primarily due to higher sales volumes and a higher average selling price, partially offset by higher gross to net deductions. Price increases were instituted in January 2022, July 2022 and January 2023.

We expect total product sales will increase in 2023 over 2022, primarily due to an increase in product sales of Xywav due to continuing growth in IH and as patients continue to transition to Xywav from Xyrem, expected growth in Epidiolex and our oncology products, primarily Rylaze, Vyxeos and Zepzelca, offset by the continued decline in Xyrem due to strong Xywav adoption and availability of high-sodium oxybate AGs and branded fixed-dose, high-sodium oxybate.

Royalties and Contract Revenues

Royalties and contract revenues increased in the three and six months ended June 30, 2023 compared to the same periods in 2022, primarily due to royalty revenue received from Hikma Pharmaceuticals plc on net sales of their high-sodium oxybate AG. We expect royalties and contract revenues to increase in 2023 compared to 2022, primarily due to increased royalty revenues arising from the launch of a high-sodium oxybate AGs.

Cost of Product Sales

Cost of product sales decreased in the three and six months ended June 30, 2023 compared to the same periods in 2022, primarily due to a reduction in the acquisition accounting inventory fair value step-up expense, or fair value step-up expense, offset by changes in product mix. Gross margin as a percentage of net product sales was 89.7% and 87.6% for the three and six months ended June 30, 2023 compared to 86.6% and 86.2% for the same periods in 2022. We expect our cost of product sales to decrease in 2023 compared to 2022 primarily driven by a reduction in the fair value step-up expense.

Selling, General and Administrative Expenses

Selling, general and administrative expenses decreased in the three and six months ended June 30, 2023 compared to the same periods in 2022, primarily due to Sunosi related spend of $42.2 million and $50.2 million incurred in the three and six months ended June 30, 2022, respectively, transaction and integration expenses related to the acquisition of GW of $6.3 million and $15.9 million incurred in the three and six months ended June 30, 2022, respectively, and a decrease in compensation related expenses primarily driven by lower headcount, partially offset by costs related to program terminations of $23.5 million, higher litigation related expenses and increased investment in our priority programs.

We expect selling, general and administrative expenses in 2023 to decrease compared to 2022, primarily due to the removal of costs relating to the Sunosi business following its disposal, together with synergies realized following the GW Acquisition, continued disciplined approach in our capital allocation and our focus on operational efficiencies.

Research and Development Expenses

Research and development expenses consist primarily of costs related to clinical studies and outside services, personnel expenses, milestone expenses and other research and development costs. Clinical study and outside services costs relate primarily to services performed by clinical research organizations, materials and supplies, and other third party fees. Personnel expenses relate primarily to salaries, benefits and share-based compensation. Other research and development expenses primarily include overhead allocations consisting of various support and facilities-related costs. We do not track fully burdened research and development expenses on a project-by-project basis. We manage our research and development expenses by identifying the research and development activities that we anticipate will be performed during a given period and then prioritizing efforts based on our assessment of which development activities are important to our business and have a reasonable probability of success, and by dynamically allocating resources accordingly. We also continually review our development pipeline projects and the status of their development and, as necessary, reallocate resources among our development pipeline projects that we believe will best support the future growth of our business.

The following table provides a breakout of our research and development expenses by major categories of expense (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2023	2022	2023	2022
Clinical studies and outside services	$ 120,278	$ 57,150	$ 226,623	$ 113,579
Personnel expenses	66,099	56,304	126,490	111,605
Milestone expense	500	5,500	500	5,500
Other	22,361	20,093	45,035	38,344
Total	$ 209,238	$ 139,047	$ 398,648	$ 269,028

Research and development expenses increased by $70.2 million and $129.6 million, respectively, in the three and six months ended June 30, 2023, compared to the same periods in 2022. Clinical studies and outside services costs increased in the three and six months ended June 30, 2023, compared to the same periods in 2022, primarily due to the inclusion of costs related to zanidatamab, as well as JZP385, JZP898, JZP441 and JZP150 partially offset by a decrease in costs related to JZP458. Personnel expenses increased in the three and six months ended June 30, 2023, compared to the same periods in 2022, primarily due to increased headcount in support of our development programs.

For 2023, we expect that our research and development expenses will continue to increase from previous levels as we prepare for anticipated data read-outs from clinical trials, initiate and undertake additional clinical trials and related development work primarily relating to zanidatamab, JZP385 and JZP441 and additional spend on new product candidates acquired.

Intangible Asset Amortization

Intangible asset amortization in the three months ended June 30, 2023 was in line with the same period in 2022. Intangible asset amortization decreased by $18.7 million in the six months ended June 30, 2023, compared to the same period in 2022, primarily due to the inclusion of amortization relating to the Sunosi intangible asset in the six months ended June 30, 2022 prior to its disposal. Intangible asset amortization for 2023 is expected to be in line with 2022.

Interest Expense, Net

Interest expense, net increased by $10.3 million and $13.7 million, in the three and six months ended June 30, 2023 compared to the same periods in 2022, primarily driven by higher interest rates on our outstanding term loan borrowings, partially offset by higher interest income on investments and the inclusion of interest expense on the now repaid seven-year €625.0 million term loan B facility, or the Euro Term Loan, in the six months ended June 30, 2022. We expect interest expense, net for 2023 to increase compared to 2022 primarily due to higher interest rates on our term loan borrowings.

Foreign Exchange Loss (Gain)

The foreign exchange loss (gain) is primarily related to the translation of sterling and euro-denominated net monetary liabilities, primarily intercompany balances, held by subsidiaries with a U.S. dollar functional currency and related foreign exchange forward contracts not designated as hedging instruments.

Income Tax Benefit

Our income tax benefit was $24.3 million and $39.6 million for the three and six months ended June 30, 2023, compared to an income tax benefit of $16.1 million and $15.6 million for the same periods in 2022, relating to tax arising on income or losses in Ireland, the U.K., the U.S. and certain other foreign jurisdictions, offset by deductions on subsidiary equity, Foreign Derived Intangible Income and patent box benefits. Our effective tax rate was (29.7)% and (29.0)% for the three and six months ended June 30, 2023 compared to effective tax rates of (76.7)% and (57.0)% for the same periods of 2022. The increases in the effective tax rates resulted primarily from the impact of disposal of Sunosi in 2022. We do not provide for Irish income taxes on undistributed earnings of our foreign operations that are intended to be indefinitely reinvested in our foreign subsidiaries.

Liquidity and Capital Resources

As of June 30, 2023, we had cash, cash equivalents and investments of $1.4 billion, borrowing availability under our revolving credit facility of $500.0 million and long-term debt principal balance of $5.8 billion. Our long-term debt included $2.7 billion aggregate principal amount of the seven-year $3.1 billion in aggregate term loan B facility, or the Dollar Term Loan, $1.5 billion in aggregate principal amount of 4.375% senior secured notes, due 2029, or the Secured Notes, $1.0 billion principal amount on our 2.00% exchangeable senior notes due 2026 and $575.0 million principal amount on our 1.50% exchangeable senior notes due 2024, or 2024 Notes. We generated cash flows from operations of $617.5 million during the six months ended June 30, 2023, and we expect to continue to generate positive cash flows from operations which will enable us to operate our business and de-lever our balance sheet over time.

Since the closing of the acquisition of GW in May 2021, we have made voluntary repayments of €625.0 million, or $753.0 million, relating to the Euro Term Loan and voluntary and mandatory repayments of $300.0 million and $62.0 million, respectively, relating to the Dollar Term Loan.

For a more detailed description of our debt arrangements, including information relating to our scheduled maturities with respect to our long-term debt, see Note 8, Debt, of the notes to the condensed consolidated financial statements, included in Part I, Item 1 of this Quarterly Report on Form 10-Q. This substantial level of debt could have important consequences to our business, including, but not limited to the factors set forth in “Risk Factors” of our Annual Report on Form 10-K for the year ended December 31, 2022 under the heading “We have incurred substantial debt, which could impair our flexibility and access to capital and adversely affect our financial position, and our business would be adversely affected if we are unable to service our debt obligations.”

We believe that our existing cash, cash equivalents and investments balances, cash we expect to generate from operations and funds available under our Revolving Credit Facility will be sufficient to fund our operations and to meet our existing obligations for the foreseeable future. The adequacy of our cash resources depends on many assumptions, including primarily our assumptions with respect to product sales and expenses, as well as the other factors set forth in "Risk Factors" under the heading "Risks Related to our Lead Products and Product Candidates” in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2022, as supplemented by the risks described in “Risk Factors" under the heading "The introduction of new products in the U.S. market that compete with, or otherwise disrupt the market for, our oxybate products and product candidates has adversely affected and may continue to adversely affect sales of our oxybate products and product candidates” in Part II, Item 1A of this Quarterly Report on Form 10-Q, as well as those factors set forth in “Risk Factors" under the heading "To continue to grow our business, we will need to commit substantial resources, which could result in future losses or otherwise limit our opportunities or affect our ability to operate and grow our business” in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2022.

Our assumptions may prove to be wrong or other factors may adversely affect our business, and as a result we could exhaust or significantly decrease our available cash resources, and we may not be able to generate sufficient cash to service our debt obligations which could, among other things, force us to raise additional funds and/or force us to reduce our expenses, either of which could have a material adverse effect on our business.

To continue to grow our business over the longer term, we plan to commit substantial resources to product acquisition and in-licensing, product development, clinical trials of product candidates and expansion of our commercial, development, manufacturing and other operations. In this regard, we have evaluated and expect to continue to evaluate a wide array of strategic transactions as part of our strategy to acquire or in-license and develop additional products and product candidates. Acquisition opportunities that we pursue could materially affect our liquidity and capital resources and may require us to incur additional indebtedness, seek equity capital or both. We regularly evaluate the performance of our products and product candidates to ensure fit within our portfolio and support efficient allocation of capital. In addition, we may pursue new operations or continue the expansion of our existing operations. Accordingly, we expect to continue to opportunistically seek access to additional capital to license or acquire additional products, product candidates or companies to expand our operations or for general corporate purposes. Raising additional capital could be accomplished through one or more public or private debt

or equity financings, collaborations or partnering arrangements. However, our ability to raise additional capital may be adversely impacted by worsening global economic conditions, with disruptions to, and volatility in, the credit and financial markets in the U.S. and worldwide resulting from the effects of inflationary pressures, recent and potential future bank failures and otherwise. If these conditions persist and deepen, we could experience an inability to access additional capital or our liquidity could otherwise be impacted, which could in the future negatively affect our capacity for certain corporate development transactions or our ability to make other important, opportunistic investments. In addition, under Irish law we must have authority from our shareholders to issue any ordinary shares, including ordinary shares that are part of our authorized but unissued share capital. Moreover, as a matter of Irish law, when an Irish public limited company issues ordinary shares to new shareholders for cash, the company must first offer those shares on the same or more favorable terms to existing shareholders on a pro-rata basis, unless this statutory pre-emption obligation is dis-applied, or opted-out of, by approval of its shareholders. At our annual general meeting of shareholders in August 2023, our shareholders voted to approve our proposal to dis-apply the statutory pre-emption obligation on terms that are substantially more limited than our general pre-emption opt-out authority that had been in effect prior to August 4, 2021. This current pre-emption opt-out authority is due to expire in February 2025. If we are unable to obtain further pre-emption authorities from our shareholders in the future, or otherwise continue to be limited by the terms of new pre-emption authorities approved by our shareholders in the future, our ability to use our unissued share capital to fund in-licensing, acquisition or other business opportunities, or to otherwise raise capital, could be adversely affected. In any event, an inability to borrow or raise additional capital in a timely manner and on attractive terms could prevent us from expanding our business or taking advantage of acquisition opportunities and could otherwise have a material adverse effect on our business and growth prospects. In addition, if we use a substantial amount of our funds to acquire or in-license products or product candidates, we may not have sufficient additional funds to conduct all of our operations in the manner we would otherwise choose. Furthermore, any equity financing would be dilutive to our shareholders, and could require the consent of the lenders under our credit agreement, or the Credit Agreement, that provides for (i) the Dollar Term Loan, (ii) the Euro Term Loan and, together with the Dollar Term Loan, collectively known as the Term Loan and (iii) a five-year $500.0 million revolving credit facility, or the Revolving Credit Facility, and the indenture for the Secured Notes for certain financings.

In November 2016, our board of directors authorized a share repurchase program and as of June 30, 2023 had authorized the repurchase of ordinary shares having an aggregate purchase price of up to $1.5 billion, exclusive of any brokerage commissions. Under this program, which has no expiration date, we may repurchase ordinary shares from time to time on the open market. The timing and amount of repurchases will depend on a variety of factors, including the price of our ordinary shares, alternative investment opportunities, restrictions under the Credit Agreement, corporate and regulatory requirements and market conditions. The share repurchase program may be modified, suspended or discontinued at any time without prior notice. During the three and six months ended June 30, 2023, we spent a total of $95.6 million to purchase 0.8 million of our ordinary shares under the share repurchase program at an average total purchase price, including commissions, of $126.37 per share. All ordinary shares repurchased were canceled. As of June 30, 2023, the remaining amount authorized under the share repurchase program was $335.6 million.

The following table presents a summary of our cash flows for the periods indicated (in thousands):

	Six Months Ended June 30,	
	2023	2022
Net cash provided by operating activities	$ 617,473	$ 512,015
Net cash used in investing activities	(90,561)	(126,454)
Net cash used in financing activities	(126,455)	(260,034)
Effect of exchange rates on cash and cash equivalents	365	(5,710)
Net increase in cash and cash equivalents	$ 400,822	$ 119,817

Operating activities

Net cash provided by operating activities increased by $105.5 million in the six months ended June 30, 2023 compared to the same period in 2022, primarily due to an increase in net cash inflow related to changes in operating assets and liabilities including the impact of the timing of receipts from customers.

Investing activities

Net cash used in investing activities decreased by $35.9 million in the six months ended June 30, 2023 compared to the same period in 2022, primarily due to the following:

- $69.1 million in upfront payments for acquired in-process research and development primarily driven by the $50.0 million and $15.0 million payments to Sumitomo and Werewolf, respectively, in connection with our licensing agreements in the six months ended June 30, 2022;
- $25.0 million milestone payment to PharmaMar in relation to our first sales-based milestone for Zepzelca in the six months ended June 30, 2022; offset by
- $53.0 million upfront payment from Axsome relating to the Sunosi U.S. disposition in the six months ended June 30, 2022.

Financing activities

Net cash used in financing activities decreased by $133.6 million in the six months ended June 30, 2023 compared to the same period in 2022, primarily due to:

- Repayments of long-term debt of $15.5 million in the six months ended June 30, 2023, compared to $266.5 million in the six months ended June 30, 2022; offset by
- Share repurchases of $95.6 million in the six months ended June 30, 2023.

Debt

In August 2023, we made an irrevocable election to fix the settlement method for exchanges of the 2024 Notes to a combination of cash and ordinary shares of the Company with a specified cash amount per $1,000 principal amount of the 2024 Notes of $1,000. As a result, for the 2024 Notes exchanged subsequent to such notice, an exchanging noteholder will receive (i) up to $1,000 in cash per $1,000 principal amount of the 2024 Notes and (ii) ordinary shares of the Company, together with cash in lieu of any fractional shares, for any exchange consideration in excess of $1,000 per $1,000 principal amount of the 2024 Notes. The summary of our outstanding indebtedness and scheduled maturities with respect to our long-term debt principal balances is included in Note 8, Debt, of the Notes to Condensed Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q. During the six months ended June 30, 2023, there were no changes to the Credit Agreement and our other financing arrangements, as set forth in Note 12, Debt, of the Notes to Consolidated Financial Statements included in our Annual Report on Form 10-K for the year ended December 31, 2022.

Contractual Obligations

During the six months ended June 30, 2023, there were no material changes to our contractual obligations as set forth in Part II, Item 7 “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our Annual Report on Form 10-K for the year ended December 31, 2022.

Critical Accounting Estimates

To understand our financial statements, it is important to understand our critical accounting estimates. The preparation of our financial statements in conformity with U.S. generally accepted accounting principles requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates and assumptions are required in determining the amounts to be deducted from gross revenues and also with respect to the acquisition and valuation of intangibles and income taxes. Some of these judgments can be subjective and complex, and, consequently, actual results may differ from these estimates. For any given individual estimate or assumption we make, there may also be other estimates or assumptions that are reasonable. Although we believe our estimates and assumptions are reasonable, they are based upon information available at the time the estimates and assumptions were made.

Our critical accounting policies and significant estimates are detailed in our Annual Report on Form 10-K for the year ended December 31, 2022. Our critical accounting policies and significant estimates have not changed substantially from those previously disclosed in our Annual Report on Form 10-K for the year ended December 31, 2022.

Cautionary Note Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, which are subject to

the “safe harbor” created by those sections. Forward-looking statements are based on our management’s current plans, objectives, estimates, expectations and intentions and on information currently available to our management. In some cases, you can identify forward-looking statements by terms such as “may,” “will,” “should,” “could,” “would,” “expect,” “plan,” “anticipate,” “believe,” “estimate,” “project,” “predict,” “propose,” “intend,” “continue,” “potential,” “possible,” “foreseeable,” “likely,” “unforeseen” and similar expressions intended to identify forward-looking statements. These statements involve known and unknown risks, uncertainties and other factors which may cause our actual results, performance, time frames or achievements to be materially different from any future results, performance, time frames or achievements expressed or implied by the forward-looking statements. These known and unknown risks, uncertainties and other factors include, without limitation:

- Our inability to maintain or increase sales from our oxybate franchise would have a material adverse effect on our business, financial condition, results of operations and growth prospects.
- The introduction of new products in the U.S. market that compete with, or otherwise disrupt the market for, our oxybate products and product candidates has adversely affected and may continue to adversely affect sales of our oxybate products and product candidates.
- The distribution and sale of our oxybate products are subject to significant regulatory restrictions, including the requirements of a risk evaluation and mitigation strategy, or REMS, and safety reporting requirements, and these regulatory and safety requirements subject us to risks and uncertainties, any of which could negatively impact sales of Xywav and Xyrem.
- While we expect our oxybate products and Epidiolex/Epidyolex to remain our largest products, our success also depends on our ability to effectively commercialize our other existing products and potential future products.
- We face substantial competition from other companies, including companies with larger sales organizations and more experience working with large and diverse product portfolios, and competition from generic drugs.
- Adequate coverage and reimbursement from third party payors may not be available for our products and we may be unable to successfully contract for coverage from pharmacy benefit managers and other organizations; conversely, to secure coverage from these organizations, we may be required to pay rebates or other discounts or other restrictions to reimbursement, either of which could diminish our sales or adversely affect our ability to sell our products profitably.
- The pricing of pharmaceutical products has come under increasing scrutiny as part of a global trend toward healthcare cost containment and resulting changes in healthcare law and policy, including recently enacted changes to Medicare, may impact our business in ways that we cannot currently predict, which could have a material adverse effect on our business and financial condition.
- In addition to access, coverage and reimbursement, the commercial success of our products depends upon their market acceptance by physicians, patients, third party payors and the medical community.
- Delays or problems in the supply of our products for sale or for use in clinical trials, loss of our single source suppliers or failure to comply with manufacturing regulations could materially and adversely affect our business, financial condition, results of operations and growth prospects.
- Our future success depends on our ability to successfully develop and obtain and maintain regulatory approvals for our late-stage product candidates and, if approved, to successfully launch and commercialize those product candidates.
- We may not be able to successfully identify and acquire or in-license additional products or product candidates to grow our business, and, even if we are able to do so, we may otherwise fail to realize the anticipated benefits of these transactions.
- Conducting clinical trials is costly and time-consuming, and the outcomes are uncertain. A failure to prove that our product candidates are safe and effective in clinical trials, or to generate data in clinical trials to support expansion of the therapeutic uses for our existing products, could materially and adversely affect our business, financial condition, results of operations and growth prospects.
- It is difficult and costly to protect our proprietary rights, and we may not be able to ensure their protection.
- We have incurred and may in the future incur substantial costs as a result of litigation or other proceedings relating to patents, other intellectual property rights and related matters, and we may be unable to protect our rights to, or commercialize, our products.
- Significant disruptions of information technology systems or data security breaches could adversely affect our business.

- We are subject to significant ongoing regulatory obligations and oversight, which may subject us to civil or criminal proceedings, investigations, or penalties and may result in significant additional expense and limit our ability to commercialize our products.
- If we fail to comply with our reporting and payment obligations under the Medicaid Drug Rebate program or other governmental pricing programs, we could be subject to additional reimbursement requirements, penalties, sanctions and fines, which could have a material adverse effect on our business, financial condition, results of operations and growth prospects.
- We have incurred substantial debt, which could impair our flexibility and access to capital and adversely affect our financial position, and our business would be adversely affected if we are unable to service our debt obligations.
- To continue to grow our business, we will need to commit substantial resources, which could result in future losses or otherwise limit our opportunities or affect our ability to operate and grow our business.

Additional discussion of the risks, uncertainties and other factors described above, as well as other risks material to our business, can be found under “Risk Factors” in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2022, as supplemented by the risks and uncertainties described in "Risk Factors" Item 1A. Risk Factors in Part II of this Quarterly Report on Form 10-Q.

Given these risks, uncertainties and other factors, you should not place undue reliance on these forward-looking statements. Also, these forward-looking statements represent our plans, objectives, estimates, expectations and intentions only as of the date of this filing. You should read this Quarterly Report on Form 10-Q completely and with the understanding that our actual future results and the timing of events may be materially different from what we expect. We hereby qualify our forward-looking statements by our cautionary statements. Except as required by law, we undertake no obligation to update or supplement any forward-looking statements publicly, or to update or supplement the reasons that actual results could differ materially from those anticipated in these forward-looking statements, even if new information becomes available in the future.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

During the six months ended June 30, 2023, there were no material changes to our market risk disclosures as set forth in Part II, Item 7A“Quantitative and Qualitative Disclosures About Market Risk” in our Annual Report on Form 10-K for the year ended December 31, 2022.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures. We have carried out an evaluation under the supervision and with the participation of management, including our principal executive officer and principal financial officer, of our disclosure controls and procedures (as defined in Rule 13a-15(e) and 15d-15(e) of the Exchange Act) as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on their evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective as of June 30, 2023.

Limitations on the Effectiveness of Controls. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Because of inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues, if any, within an organization have been detected. Accordingly, our disclosure controls and procedures are designed to provide reasonable, not absolute, assurance that the objectives of our disclosure control system are met and, as set forth above, our principal executive officer and principal financial officer have concluded, based on their evaluation as of the end of the period covered by this report, that our disclosure controls and procedures were effective to provide reasonable assurance that the objectives of our disclosure control system were met.

Changes in Internal Control over Financial Reporting. During the quarter ended June 30, 2023, there were no changes to our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II – OTHER INFORMATION

Item 1. Legal Proceedings

The information required to be set forth under this Item 1 is incorporated by reference to Note 9, Commitments and Contingencies—Legal Proceedings of the Notes to Condensed Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Item 1A. Risk Factors

Below we are providing, in supplemental form, changes to our risk factors from those previously disclosed in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2022. Our risk factors disclosed in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2022 provide additional discussion regarding these supplemental risks and we encourage you to read and carefully consider all of the risk factors disclosed in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2022, together with the below, for a more complete understanding of the risks and uncertainties material to our business.

Risks Related to Our Lead Products and Product Candidates

Our inability to maintain or increase sales from our oxybate franchise would have a material adverse effect on our business, financial condition, results of operations and growth prospects.

Historically, our business has been substantially dependent on Xyrem, and our financial results have been significantly influenced by sales of Xyrem. Our operating plan assumes that Xywav, our oxybate product launched in November 2020, will remain the treatment of choice for patients who can benefit from oxybate treatment. While we expect that our business will continue to be meaningfully dependent on oxybate revenues, there is no guarantee that we can maintain oxybate revenues at or near historical levels, or that oxybate revenues will grow. In this regard, our ability to maintain or increase oxybate revenues and realize the anticipated benefits from our investment in Xywav are subject to a number of risks and uncertainties as discussed in greater detail below, including those related to the launch of Xywav for the treatment of idiopathic hypersomnia, or IH, in adults and adoption in that indication; competition from the recent introduction of authorized generic, or AG, versions of sodium oxybate and new products, such as Avadel's recently approved sodium oxybate branded product Lumryz, for treatment of cataplexy and/or excessive daytime sleepiness, or EDS, in narcolepsy in the U.S. market, as well as potential future competition from additional AG and generic versions of sodium oxybate and from other competitors; increased pricing pressure from, changes in policies by, or restrictions on reimbursement imposed by, third party payors, including our ability to maintain adequate coverage and reimbursement for Xywav and Xyrem; increased rebates required to maintain access to our products; challenges to our intellectual property around Xyrem and/or Xywav, including from pending antitrust and intellectual property litigation; and continued acceptance of Xywav and Xyrem by physicians and patients. For example, Xyrem product sales have decreased since the launch of Xywav due to the continued adoption of Xywav among existing Xyrem patients and new-to-oxybate narcolepsy patients driven by educational initiatives around the benefit of lowering sodium intake. In addition, a wholly owned subsidiary of Hikma Pharmaceuticals PLC, or Hikma, launched its AG version of sodium oxybate in January 2023. We have seen a negative impact and expect to see a further negative impact on our oxybate revenues as a result of these products and any generic products and new branded products. A substantial further decline in oxybate revenues could cause us to reduce our operating expenses or seek to raise additional funds, which would have a material adverse effect on our business, financial condition, results of operations and growth prospects, including on our ability to acquire, in-license or develop new products to grow our business.

The introduction of new products in the U.S. market that compete with, or otherwise disrupt the market for, our oxybate products and product candidates has adversely affected and may continue to adversely affect sales of our oxybate products and product candidates.

New treatment options for cataplexy and EDS in narcolepsy have been commercially launched, and in the future, other products may be launched that are competitive with or disrupt the market for our oxybate products.

Ten companies have sent us notices that they had filed abbreviated new drug applications, or ANDAs, seeking approval to market a generic version of Xyrem. We have filed patent lawsuits against all ten companies and have settled with nine of the companies. To date, the U.S. Food and Drug Administration, or FDA, has approved or tentatively approved four of these ANDAs, and we believe that it is likely that FDA will approve or tentatively approve some or all of the others. Pursuant to our patent litigation settlement with the first filer, Hikma launched its AG version of sodium oxybate, in the U.S. beginning on January 1, 2023. Accordingly, beginning in January 2023, Xywav and Xyrem face competition from an AG version of sodium oxybate. Hikma has a right to elect to continue to sell the Hikma AG product, with royalties back to us, for a total of up to five years. We have the right to receive a meaningful royalty from Hikma on net sales of the Hikma AG product, with the royalty

rate increasing during the initial six-month term based on increased net sales of the Hikma AG product; and now fixed for the remainder of this first year. There will also be a substantial increase in the royalty rate should the term be extended beyond one year. We are also paid for supply of the Hikma AG product and reimbursed by Hikma for a portion of the services costs associated with the operation of the Xywav and Xyrem risk evaluation and mitigation strategy, or REMS, and distribution of the Hikma AG product. We also granted Hikma a license to launch its own generic sodium oxybate product, but if it elects to launch its own generic product, Hikma will no longer have the right to sell the Hikma AG product (as of August 1, 2023, Hikma has extended its AG rights at least through September 2023). In our settlements with Amneal Pharmaceuticals LLC, or Amneal, Lupin Inc., or Lupin, and Par Pharmaceutical, Inc., or Par, we granted each party the right to sell a limited volume of an AG product in the U.S. beginning on July 1, 2023 and ending on December 31, 2025, with royalties back to us. Amneal launched its AG version of sodium oxybate in July 2023. At this time, Amneal has rights to sell a low-single-digit percentage of historical Xyrem sales over each 6-month sales period. At this time, Lupin and Par have elected not to launch an AG product. AG products will be distributed through the same REMS, as Xywav and Xyrem. We also granted each of Amneal, Lupin and Par a license to launch its own generic sodium oxybate product under its ANDA on or after December 31, 2025, or earlier under certain circumstances, including the circumstance where Hikma elects to launch its own generic product. If Amneal, Lupin or Par elects to launch its own generic product under such circumstance, it will no longer have the right to sell an AG product. In our settlements with each of five other ANDA filers, we granted each a license to launch its own generic sodium oxybate product under its ANDA on or after December 31, 2025, or earlier under certain circumstances, including circumstances where Hikma launches its own generic sodium oxybate product. It is possible that additional companies may file ANDAs seeking to market a generic version of Xyrem which could lead to additional patent litigation or challenges with respect to Xyrem.

Any ANDA holder launching an AG product or another generic sodium oxybate product will independently establish the price of the AG product and/or its own generic sodium oxybate product and determine the types of discounts or rebates they will offer parties that purchase or pay for the product. Generic competition often results in decreases in the net prices at which branded products can be sold. A component of drug pricing is the manufacturer's list price for a drug to wholesalers or direct purchasers in the U.S. (without discounts, rebates or other reductions) referred to as the Wholesale Acquisition Cost, or WAC. In this regard, Hikma and Amneal launched their AG products at a WAC that was less than 15% lower than the WAC for Xyrem. After any introduction of a generic product, whether or not it is an AG product, a significant percentage of the prescriptions written for Xyrem have been, and will likely be, filled with the generic product. Certain U.S. state laws allow for, and in some instances in the absence of specific instructions from the prescribing physician mandate, the dispensing of generic products rather than branded products when a generic version is available. This has resulted in reduced sales of, and revenue from, Xyrem, although we continue to receive royalties and other revenue based on sales of an AG product in accordance with the terms of our settlement agreements.

Other companies may develop sodium oxybate products for treatment of narcolepsy, using an alternative formulation or a different delivery technology, and seek approval in the U.S. using a new drug application, or NDA, approval pathway under Section 505(b)(2) and referencing the safety and efficacy data for Xyrem. For example, we face competition from branded products for treatment of cataplexy and/or EDS in narcolepsy, such as Avadel's recently approved Lumryz. On May 1, 2023, Avadel announced that it had received FDA approval and orphan drug exclusivity through May 1, 2030 for Lumryz, a fixed-dose, sodium oxybate which uses its proprietary technology for the treatment of EDS and cataplexy in patients with narcolepsy. For additional information on litigation involving this matter, see "*FDA Litigation*" in Note 9, Commitments and Contingencies-Legal Proceedings of the Notes to Condensed Consolidated Financial Statements, included in Part I of this Quarterly Report on Form 10-Q for the quarter ended June 30, 2023. Xyrem and Xywav also face increased competition from other branded entrants to treat EDS in narcolepsy such as pitolisant. Other companies have announced that they have product candidates in various phases of development to treat the symptoms of narcolepsy, such as Axsome Therapeutics, Inc.'s reboxetine, and various companies are performing research and development on orexin agonists for the treatment of sleep disorders.

We expect that Xywav for the treatment of both cataplexy and EDS in patients with narcolepsy will continue to face competition from generic or AG sodium oxybate products or branded entrants in narcolepsy, such as Avadel's recently approved Lumryz notwithstanding FDA recognizing Orphan Drug Exclusivity for Xywav. For example, we received notices in June 2021 and February 2023, respectively, that Lupin and Teva filed ANDAs for generic versions of Xywav. Additional companies may file ANDAs seeking to market a generic version of Xywav which could lead to additional patent litigation or challenges with respect to Xywav.

Moreover, generic or AG sodium oxybate products or branded sodium oxybate entrants in narcolepsy, such as Avadel's recently approved Lumryz, as well as non-oxybate products intended for the treatment of EDS or cataplexy in narcolepsy or IH including new market entrants, even if not directly competitive with Xywav or Xyrem, have had and may continue to have the effect of changing treatment regimens and payor or formulary coverage of Xywav or Xyrem in favor of other products, and indirectly materially and adversely affect sales of Xywav and Xyrem. Examples of such new market entrants of non-oxybate products include pitolisant, a drug that was approved by FDA in 2019 for the treatment of EDS in adult patients with narcolepsy

and approved by FDA in 2020 for an adult cataplexy indication in the U.S. Pitolisant has also been approved and marketed in Europe to treat adult patients with narcolepsy, with or without cataplexy, and to treat EDS in obstructive sleep apnea. Pitolisant is also in late stage development for the treatment of IH. In addition, we are also aware that prescribers often prescribe branded or generic medications for cataplexy, before or instead of prescribing oxybate therapy in Xywav and Xyrem, and that payors often require patients to try such medications before they will cover Xywav or Xyrem, even if they are not approved for this use. Examples of such products are described in "Business—Competition" in Part I, Item 1 of our Annual Report on Form 10-K for the year ended December 31, 2022.

We expect that the approval and launch of two AG products or other generic version of Xyrem and the approval and launch of any other sodium oxybate product (including Avadel's recently approved Lumryz) or alternative product that treats narcolepsy could have a material adverse effect on our sales of Xywav and Xyrem and on our business, financial condition, results of operations and growth prospects.

The distribution and sale of our oxybate products are subject to significant regulatory restrictions, including the requirements of a REMS and safety reporting requirements, and these regulatory and safety requirements subject us to risks and uncertainties, any of which could negatively impact sales of Xywav and Xyrem.

The active pharmaceutical ingredient, or API, of Xywav and Xyrem, is a form of gamma-hydroxybutyric acid, or GHB, a central nervous system depressant known to be associated with facilitated sexual assault as well as with respiratory depression and other serious side effects. As a result, FDA requires that we maintain a REMS with elements to assure safe use, or ETASU, for Xywav and Xyrem to help ensure that the benefits of the drug in the treatment of cataplexy and EDS in narcolepsy outweigh the serious risks of the drug. The REMS imposes extensive controls and restrictions on the sales and marketing of Xywav and Xyrem that we are responsible for implementing. Any failure to demonstrate our substantial compliance with our REMS obligations, or a determination by FDA that the REMS is not meeting its goals, could result in enforcement action by FDA, lead to changes in our REMS obligations, negatively affect sales of Xywav or Xyrem, result in additional costs and expenses for us and/or require us to invest a significant amount of resources, any of which could materially and adversely affect our business, financial condition, results of operations and growth prospects.

FDA will evaluate the Xywav and Xyrem REMS on an ongoing basis and will require modifications as may be appropriate. We cannot predict whether FDA will request, seek to require or ultimately require modifications to, or impose additional requirements on, the Xywav and Xyrem REMS, including in connection with the submission of new oxybate products or indications, the introduction of AGs, or to accommodate generics, or whether FDA will approve modifications to the Xywav and Xyrem REMS that we consider warranted. Any modifications approved, required or rejected by FDA could change the safety profile of Xywav or Xyrem, and have a significant negative impact in terms of product liability, public acceptance of Xywav or Xyrem as a treatment for cataplexy and EDS in narcolepsy, and prescribers' willingness to prescribe, and patients' willingness to take, Xywav or Xyrem, any of which could have a material adverse effect on our oxybate business. Modifications approved, required or rejected by FDA could also make it more difficult or expensive for us to distribute Xywav or Xyrem, make distribution easier for oxybate competitors, disrupt continuity of care for Xywav or Xyrem patients and/or negatively affect sales of Xywav or Xyrem.

We depend on outside vendors, including Express Scripts Specialty Distribution Services, Inc., the central certified pharmacy, to distribute Xywav and Xyrem in the U.S., provide patient support services and implement the requirements of the Xywav and Xyrem REMS. If the central pharmacy fails to meet the requirements of the Xywav and Xyrem REMS applicable to the central pharmacy or otherwise does not fulfill its contractual obligations to us, moves to terminate our agreement, refuses or fails to adequately serve patients, or fails to promptly and adequately address operational challenges or challenges in implementing REMS modifications, the fulfillment of Xywav or Xyrem prescriptions and our sales would be adversely affected. If we change to a new central pharmacy, new contracts might be required with government payors and other insurers who pay for Xywav or Xyrem, and the terms of any new contracts could be less favorable to us than current agreements. In addition, any new central pharmacy would need to be registered with the U.S. Drug Enforcement Administration, or DEA, and certified under the REMS and would also need to implement the particular processes, procedures and activities necessary to distribute under the Xywav and Xyrem REMS. Transitioning to a new pharmacy could result in product shortages, which would negatively affect sales of Xywav and Xyrem, result in additional costs and expenses for us and/or take a significant amount of time, any of which could materially and adversely affect our business, financial condition, results of operations and growth prospects.

In its approval of Hikma's ANDA, FDA waived the requirement of a single shared REMS with the Xywav and Xyrem REMS, approving Hikma's ANDA with a generic sodium oxybate REMS separate from the Xywav and Xyrem REMS, except for the requirement that the sodium oxybate REMS program pharmacies contact the Xywav and Xyrem REMS by phone to verify and report certain information. The generic sodium oxybate REMS was approved with the condition that it be open to all future sponsors of ANDAs or NDAs for sodium oxybate products. In its approval of Avadel's sodium oxybate product, FDA also approved a separate REMS for that product, also with a requirement that the pharmacies in the Avadel-sponsored REMS contact the Xywav and Xyrem REMS to verify and report certain information. Administration of multiple sodium oxybate

REMS systems, including sodium oxybate distribution systems that are less restrictive than the Xywav and Xyrem REMS (such as the generic sodium oxybate REMS or Avadel's sodium oxybate REMS), could increase the risks associated with oxybate distribution. Because patients, consumers and others may not differentiate sodium oxybate products from Xyrem or differentiate between the different REMS programs, any negative outcomes, including risks to the public, caused by or otherwise related to a separate sodium oxybate REMS, could have a significant negative impact in terms of product liability, our reputation and good will, public acceptance of Xywav or Xyrem as a treatment for cataplexy and EDS in narcolepsy, and prescribers' willingness to prescribe, and patients' willingness to take, Xywav or Xyrem, any of which could have a material adverse effect on our oxybate business.

We may face pressure to further modify the Xywav and Xyrem REMS, including proprietary data required for the safe distribution of sodium oxybate, in connection with FDA's approval of the generic sodium oxybate REMS or another oxybate REMS that may be submitted or approved in the future. Our settlement agreements with ANDA filers do not directly impact FDA's waiver of the single shared system REMS requirement, any other ANDA or NDA filer's ability to develop and implement the generic sodium oxybate REMS for its sodium oxybate product, or our ability to take any action with respect to the safety of the generic sodium oxybate REMS. We cannot predict the outcome or impact on our business of any future action that we may take with respect to FDA's waiver of the single shared system REMS requirement, its approval and tentative approval of generic versions of sodium oxybate or the consequences of distribution of sodium oxybate through the generic sodium oxybate REMS approved by FDA or another separate REMS.

REMS programs have increasingly drawn public scrutiny from the U.S. Congress, the Federal Trade Commission, or FTC, the United States Patent and Trademark Office, or USPTO, and FDA, with allegations that such programs are used as a means of improperly blocking or delaying competition. In December 2019, as part of the Further Consolidated Appropriations Act of 2020, the U.S. Congress passed legislation known as the Creating and Restoring Equal Access To Equivalent Samples Act, or CREATES. CREATES is intended to prevent companies from using REMS and other restricted distribution programs as a means to deny potential competitors access to product samples that are reasonably necessary to conduct testing in support of an application that references a listed drug or biologic, and provides such potential competitors a potential private right of action if the innovator fails to timely provide samples upon request. CREATES also grants FDA additional authority regarding approval of generic products with REMS. A further example of continued interest in REMS oversight came from the USPTO in collaboration with FDA in November 2022, when they published a Request for Comment, or RFC, in the Federal Register that asked, "What policy considerations or concerns should the USPTO and the FDA explore in relation to the patenting of REMS associated with certain FDA-approved products?" The comments for this RFC closed on February 6, 2023.

It is possible that the FTC, FDA or other governmental authorities could claim that, or launch an investigation into whether, we are using our REMS programs in an anticompetitive manner or have engaged in other anticompetitive practices, whether under CREATES or otherwise. The Federal Food, Drug and Cosmetic Act further states that a REMS ETASU shall not be used by an NDA holder to block or delay generic drugs or drugs covered by an application under Section 505(b)(2) from entering the market. In its 2015 letter approving the Xyrem REMS, FDA expressed concern that we were aware that the Xyrem REMS is blocking competition. From June 2020 to May 2022, we were served with a number of lawsuits that included allegations that we had used the Xyrem REMS to delay approval of generic sodium oxybate. In December 2020, these cases were centralized and transferred to the United States District Court for the Northern District of California, where the multidistrict litigation will proceed for the purpose of discovery and pre-trial proceedings. For additional information on these lawsuits, see "*Xyrem Class Action*" (and for other litigation involving our listing of our REMS patent in FDA's publication "Approved Drug Products with Therapeutic Equivalence Evaluations," or Orange Book, see "*Avadel Litigation*") in Note 9, Commitments and Contingencies-Legal Proceedings of the Notes to Condensed Consolidated Financial Statements, included in Part I of this Quarterly Report on Form 10-Q for the quarter ended June 30, 2023. It is possible that additional lawsuits will be filed against us making similar or related allegations or that governmental authorities could commence an investigation. We cannot predict the outcome of these or potential additional lawsuits; however, if the plaintiffs were to be successful in their claims, they may be entitled to injunctive relief or we may be required to pay significant monetary damages, which could have a material adverse effect on our business, financial condition, results of operations and growth prospects.

Pharmaceutical companies, including their agents and employees, are required to monitor adverse events occurring during the use of their products and report them to FDA. The patient counseling and monitoring requirements of the Xywav and Xyrem REMS provide more extensive information about adverse events experienced by patients taking Xywav and Xyrem, including deaths, than is generally available for other products that are not subject to similar REMS requirements. As required by FDA and other regulatory agencies, the adverse event information that we collect for Xywav and Xyrem is regularly reported to FDA and could result in FDA requiring changes to Xywav and/or Xyrem labeling, including additional warnings or additional boxed warnings, or requiring us to take other actions that could have an adverse effect on patient and prescriber acceptance of Xywav and Xyrem. As required by FDA, Xywav's and Xyrem's current labeling includes a boxed warning regarding the risk of central nervous system depression and misuse and abuse.

Any failure to demonstrate our substantial compliance with the REMS or any other applicable regulatory requirements to the satisfaction of FDA or another regulatory authority could result in such regulatory authorities taking actions in the future which could have a material adverse effect on oxybate product sales and therefore on our business, financial condition, results of operations and growth prospects.

Risks Related to Our Intellectual Property

It is difficult and costly to protect our proprietary rights, and we may not be able to ensure their protection.

Our commercial success depends in part on obtaining, maintaining and defending intellectual property protection for our products and product candidates, including protection of their use and methods of manufacturing and distribution. Our ability to protect our products and product candidates from unauthorized making, using, selling, offering to sell or importation by third parties depends on the extent to which we have rights under valid and enforceable patents or have adequately protected trade secrets that cover these activities.

The degree of protection to be afforded by our proprietary rights is difficult to predict because legal means afford only limited protection and may not adequately protect our rights or permit us to gain or keep our competitive advantage. For example:

- our patent applications, or those of our licensors or partners, may not result in issued patents;
- others may independently develop similar or therapeutically equivalent products without infringing our patents, or those of our licensors, such as products that are not covered by the claims of our patents, or for which fall outside the exclusive rights granted under our license agreements;
- our issued patents, or those of our licensors or partners, may be held invalid or unenforceable as a result of legal challenges by third parties or may be vulnerable to legal challenges as a result of changes in applicable law;
- our patents covering certain aspects of our products or the distribution thereof could be delisted from FDA's Orange Book, as a result of challenges by third parties before FDA or the courts;
- competitors may manufacture products in countries where we have not applied for patent protection or that have a different scope of patent protection or that do not respect our patents; or
- others may be issued patents that prevent the sale of our products or require licensing and the payment of significant fees or royalties.

Patent enforcement generally must be sought on a country-by-country basis, and issues of patent validity and infringement may be judged differently in different countries. The legal systems of certain countries, particularly certain developing countries, may lack maturity or consistency when it comes to the enforcement of patents and other intellectual property rights, particularly those relating to pharmaceuticals, which could make it difficult for us to stop the infringement of our patents or marketing of competing products in violation of our proprietary rights generally. Proceedings to enforce our patent rights in foreign jurisdictions could result in substantial cost and divert our efforts and attention from other aspects of our business.

Changes in either the patent laws or in interpretations of patent laws in the U.S. and other countries may diminish the value of our intellectual property portfolio. Any patent may be challenged, and potentially invalidated or held unenforceable, including through patent litigation or through administrative procedures that permit challenges to patent validity. Patents can also be circumvented, potentially including by an ANDA or Section 505(b)(2) application that avoids infringement of our intellectual property.

In June 2021, we received notice from Lupin that it has filed with FDA an ANDA for a generic version of Xywav. The notice from Lupin included a “paragraph IV certification” with respect to ten of our patents listed in FDA’s Orange Book for Xywav on the date of our receipt of the notice. A paragraph IV certification is a certification by a generic applicant that patents covering the branded product are invalid, unenforceable, and/or will not be infringed by the manufacture, use or sale of the generic product. In April 2022, we received notice from Lupin that it had filed a paragraph IV certification regarding a newly-issued patent listed in the Orange Book for Xywav. In February 2023, we received notice from Teva that it had filed an ANDA seeking approval to market a generic version of Xywav, which notice included a paragraph IV certification with respect to certain of our patents listed in FDA’s Orange Book for Xywav. In April 2023, we received notice from Alkem that it had filed an ANDA seeking approval to market a generic version of Xyrem, which notice included a paragraph IV certification with respect to certain of our patents listed in FDA’s Orange Book for Xyrem. For additional information on litigation involving these matters, see Note 9, Commitments and Contingencies-Legal Proceedings of the Notes to Condensed Consolidated Financial Statements, included in Part I of this Quarterly Report on Form 10-Q for the quarter ended June 30, 2023.

We have settled patent litigation with nine of the ten companies seeking to introduce generic versions of Xyrem in the U.S. by granting those companies licenses to launch their generic products (and in certain cases, an AG version of Xyrem) in advance of the expiration of the last of our patents. Notwithstanding our Xyrem patents and settlement agreements, additional third parties may also attempt to introduce generic versions of Xyrem, Xywav or other sodium oxybate products for treatment of cataplexy and/or EDS in narcolepsy that design around our patents or assert that our patents are invalid or otherwise unenforceable. Such third parties could launch a generic or 505(b)(2) product referencing Xyrem before the dates provided in our patents or settlement agreements. For example, we have several methods of use patents listed in the Orange Book, that expire in 2033 that cover treatment methods included in the Xyrem label related to a drug-drug interaction, or DDI, with divalproex sodium. Although FDA has stated, in granting a Citizen Petition we submitted in 2016, that it would not approve any sodium oxybate ANDA referencing Xyrem that does not include the portions of the currently approved Xyrem label related to the DDI patents, we cannot predict whether a future ANDA filer, or a company that files a Section 505(b)(2) application for a drug referencing Xyrem, may pursue regulatory strategies to avoid infringing our DDI patents notwithstanding FDA's response to the Citizen Petition, or whether any such strategy would be successful. Likewise, we cannot predict whether we will be able to maintain the validity of these patents or will otherwise obtain a judicial determination that a generic or other sodium oxybate product, its package insert or the generic sodium oxybate REMS or another separate REMS will infringe any of our patents or, if we prevail in proving infringement, whether a court will grant an injunction that prevents a future ANDA filer or other company introducing a different sodium oxybate product from marketing its product, or instead require that party to pay damages in the form of lost profits or a reasonable royalty.

Additionally, in November and December 2022, ten companies sent us notices that they had filed ANDAs seeking approval to market a generic version of Epidiolex, which notices each included a paragraph IV certification with respect to certain of our patents listed in FDA's Orange Book for Epidiolex on the date of the receipt of the applicable notice. On January 3, 2023, we filed a patent infringement suit against the ten Epidiolex ANDA filers in the United States District Court for the District of New Jersey. In June and July 2023, we received notice from certain of the Epidiolex ANDA Filers that they had each filed a paragraph IV certification regarding a newly-issued patent listed in the Orange Book for Epidiolex. On July 21, 2023, we filed an additional lawsuit against all of the Epidiolex ANDA Filers in the United States District Court for the District of New Jersey alleging that, by filing its ANDA, each Epidiolex ANDA Filer infringed the newly-issued patent related to a method of treatment using Epidiolex.

On May 13, 2021, we filed a patent infringement suit against Avadel and several of its corporate affiliates in the United States District Court for the District of Delaware. The suit alleges that Avadel's product candidate FT218 will infringe five of our patents related to controlled release formulations of oxybate and the safe and effective distribution of oxybate. The suit seeks an injunction to prevent Avadel from launching a product that would infringe these patents, and an award of monetary damages if Avadel does launch an infringing product. Avadel filed an answer to the complaint and counterclaims asserting that the patents are invalid or not enforceable, and that its product, if approved, will not infringe our patents. For additional information on litigation involving this matter, see "*Avadel Litigation*" in Note 9, Commitments and Contingencies-Legal Proceedings of the Notes to Condensed Consolidated Financial Statements, included in Part I of this Quarterly Report on Form 10-Q for the quarter ended June 30, 2023.

Since Xyrem's regulatory exclusivity has expired in the EU, we are aware that generic or hybrid generic applications have been approved by various EU regulatory authorities, and additional generic or hybrid generic applications may be submitted and approved.

We also currently rely on trade secret protection for several of our products, including Defitelio, and product candidates. Trade secret protection does not protect information or inventions if another party develops that information or invention independently, and establishing that a competitor developed a product through trade secret misappropriation rather than through legitimate means may be difficult to prove. We seek to protect our trade secrets and other unpatented proprietary information in part through confidentiality and invention agreements with our employees, consultants, advisors and partners. Nevertheless, our employees, consultants, advisors and partners may unintentionally or willfully disclose our proprietary information to competitors, and we may not have adequate remedies for such disclosures. Moreover, if a dispute arises with our employees, consultants, advisors or partners over the ownership of rights to inventions, including jointly developed intellectual property, we could lose patent protection or the confidentiality of our proprietary information, and possibly also lose the ability to pursue the development of certain new products or product candidates.

We have incurred and may in the future incur substantial costs as a result of litigation or other proceedings relating to patents, other intellectual property rights and related matters, and we may be unable to protect our rights to, or commercialize, our products.

Our ability, and that of our partners, to successfully commercialize any approved products will depend, in part, on our ability to obtain patents, enforce those patents and operate without infringing the proprietary rights of third parties. If we choose to go to court to stop a third party from infringing our patents, our licensed patents or our partners' patents, that third party has the right to ask the court or an administrative agency to rule that these patents are invalid and/or should not be

enforced. These lawsuits and administrative proceedings are expensive and consume time and other resources, and we may not be successful in these proceedings or in stopping infringement. In addition, the inter partes review process, or IPR, or a post grant review process under the Leahy-Smith America Invents Act permits any person, whether they are accused of infringing the patent at issue or not, to challenge the validity of certain patents through a proceeding before the Patent Trial and Appeal Board, or PTAB, of the USPTO.

There is a risk that a court could decide that our patents or certain claims in our patents are not valid or infringed, and that we do not have the right to stop a third party from using the inventions covered by those claims. In addition, the PTAB may invalidate a patent, as happened with six of our patents covering the Xywav and Xyrem REMS, which were invalidated through the IPR process. In addition, even if we prevail in establishing that another product infringes a valid claim of one of our patents, a court may determine that we can be compensated for the infringement in damages, and refuse to issue an injunction. As a result, we may not be entitled to stop another party from infringing our patents for their full term.

Litigation involving patent matters is frequently settled between the parties, rather than continuing to a court ruling, and we have settled patent litigation with nine of the ten Xyrem ANDA filers. The FTC has publicly stated that, in its view, certain types of agreements between branded and generic pharmaceutical companies related to the settlement of patent litigation or the manufacture, marketing and sale of generic versions of branded drugs violate the antitrust laws and has commenced investigations and brought actions against some companies that have entered into such agreements. In particular, the FTC has expressed its intention to take aggressive action to challenge settlements that include an alleged transfer of value from the brand company to the generic company (so-called “pay for delay” patent litigation settlements). The U.S. Congress and state legislatures have also identified pharmaceutical patent litigation settlements as potential impediments to generic competition and have introduced, and in states like California passed, legislation to regulate them. Third party payors have also challenged such settlements on the grounds that they increase drug prices. Because there is currently no precise legal standard with respect to the lawfulness of such settlements, many pharmaceutical companies, including us, have faced extensive litigation over whether patent litigation settlements they have entered into are reasonable and lawful. From June 2020 to May 2022, a number of lawsuits were filed on behalf of purported direct and indirect Xyrem purchasers, alleging that the patent litigation settlement agreements we entered with Hikma and other ANDA filers violate state and federal antitrust and consumer protection laws. For additional information on these lawsuits, see "*Xyrem Class Action*" in Note 9, Commitments and Contingencies-Legal Proceedings of the Notes to Condensed Consolidated Financial Statements, included in Part I of this Quarterly Report on Form 10-Q for the quarter ended June 30, 2023. It is possible that additional lawsuits will be filed against us making similar or related allegations. We cannot predict the outcome of these or potential additional lawsuits; however, if the plaintiffs in the class action complaints were to be successful in their claims, they may be entitled to injunctive relief or we may be required to pay significant monetary damages, which could have a material adverse effect on our business, financial condition, results of operations and growth prospects.

Parties to such settlement agreements in the U.S. are required by law to file the agreements with the FTC and the U.S. Department of Justice, or DOJ, for review. Accordingly, we have submitted our patent litigation settlement agreements to the FTC and the DOJ for review. We may receive formal or informal requests from the FTC regarding our ANDA litigation settlements, and there is a risk that the FTC may commence a formal investigation or action against us, which could divert the attention of management and cause us to incur significant costs, regardless of the outcome. Any claim or finding that we or our business partners have failed to comply with applicable laws and regulations could be costly to us and could have a material adverse effect on our business, financial condition, results of operations and growth prospects.

A third party may claim that we or our manufacturing or commercialization partners are using inventions covered by the third party’s patent rights, or that we or such partners are infringing, misappropriating or otherwise violating other intellectual property rights, and may go to court to stop us from engaging in our normal operations and activities, including making or selling our products. Such lawsuits are costly and could affect our results of operations and divert the attention of management and development personnel. There is a risk that a court could decide that we or our partners are infringing, misappropriating or otherwise violating third party patent or other intellectual property rights, which could be very costly to us and have a material adverse effect on our business. If we are sued for patent infringement, we would need to demonstrate that our products or methods do not infringe the patent claims of the relevant patent and/or that the patent claims are invalid or unenforceable, which we may not be able to do.

If we were found to infringe upon a patent or other intellectual property right, or if we failed to obtain or renew a license under a patent or other intellectual property right from a third party, or if a third party that we were licensing technologies from was found to infringe upon a patent or other intellectual property rights of another third party, we may be required to pay damages, including damages of up to three times the damages found or assessed, if the infringement is found to be willful, suspend the manufacture of certain products or reengineer or rebrand our products, if feasible, or we may be unable to enter certain new product markets. In addition, if we have declined or failed to enter into a valid assignment agreement for any reason, we may not own the invention or our intellectual property, and our products may not be adequately protected.

Litigation, whether filed by us or against us, can be expensive and time consuming to defend and divert management's attention and resources. Our competitive position could suffer as a result. On June 22, 2023, we filed a complaint in the United States District Court for the District of Columbia seeking a declaration that FDA's approval on May 1, 2023 of the New Drug Application for Avadel's drug Lumryz was unlawful. We cannot predict the timing or ultimate outcome of this litigation or the impact of this litigation on our business, including any potential adverse consequences to, among other things, our reputation, relationships with governmental or regulatory authorities, including FDA. For additional information, see "*FDA Litigation*" in Note 9, Commitments and Contingencies-Legal Proceedings of the Notes to Consolidated Financial Statements, included in Part I of this Quarterly Report on Form 10-Q.

With respect to our products and product candidates targeting rare indications, relevant regulatory exclusivities such as orphan drug exclusivity or pediatric exclusivity may not be granted or, if granted, may be limited.

The first NDA applicant with an orphan drug designation for a particular active moiety to treat a specific disease or condition that receives FDA approval is usually entitled to a seven-year exclusive marketing period in the U.S. for that drug, for that indication. We rely in part on this Orphan Drug Exclusivity and other regulatory exclusivities to protect Xywav, Epidiolex, Zepzelca, Vyxeos and, potentially, our other products and product candidates from competitors, and we expect to continue relying in part on these regulatory exclusivities in the future. The duration of our regulatory exclusivity period could be impacted by a number of factors, including FDA's later determination that our request for orphan designation was materially defective, that the manufacturer is unable to supply sufficient quantities of the drug, that the extension of the exclusivity period established by the Improving Regulatory Transparency for New Medical Therapies Act does not apply, or the possibility that we are unable to successfully obtain pediatric exclusivity. There is no assurance that we will successfully obtain orphan drug designation for other products or product candidates or other rare diseases or that a product candidate for which we receive orphan drug designation will be approved, or that we will be awarded orphan drug exclusivity upon approval as, for example, FDA may reconsider whether the eligibility criteria for such exclusivity have been met and/or maintained. Moreover, a drug product with an active moiety that is different from that in our drug candidate or, under limited circumstances, the same drug product, may be approved by FDA for the same indication during the period of marketing exclusivity. According to FDA, the limited circumstances include a showing that the second drug is clinically superior to the drug with marketing exclusivity through a demonstration of superior safety or efficacy or that it makes a major contribution to patient care. For example, even though FDA granted seven-year ODE to Xywav, FDA also approved Lumryz and granted Lumryz seven-year ODE based on FDA's finding that Lumryz makes a major contribution to patient care and is therefore clinically superior to Xywav and Xyrem. In addition, if a competitor obtains approval and marketing exclusivity for a drug product with an active moiety that is the same as that in a product candidate we are pursuing for the same indication before us, approval of our product candidate would be blocked during the period of marketing exclusivity unless we could demonstrate that our product candidate is clinically superior to the approved product. In addition, if a competitor obtains approval and marketing exclusivity for a drug product with an active moiety that is the same as that in a product candidate we are pursuing for a different orphan indication, this may negatively impact the market opportunity for our product candidate. There have been legal challenges, including from us, to aspects of FDA's regulations and policies concerning the exclusivity provisions of the Orphan Drug Act, including whether two drugs are the same drug product, and our and future challenges could lead to changes that affect the protections potentially afforded our products in ways that are difficult to predict. In this regard, we have filed a complaint in the United States District Court for the District of Columbia seeking a declaration that FDA's approval of Lumryz was unlawful and allege that FDA acted outside its authority under the Orphan Drug Act, when, despite the ODE protecting Xywav, FDA approved Lumryz and granted Lumryz seven-year ODE. However, legal challenges like this are inherently uncertain and there can be no guarantee that the United States District Court for the District of Columbia will agree with our interpretation of applicable laws and regulations or will otherwise agree with any or all of the allegations included in our compliant, or that we will otherwise prevail in this litigation. We also cannot predict what other adverse consequences to, among other things, our reputation, our relationship with FDA or other governmental or regulatory authorities or the protections afforded our products could result from our decision to proceed with this litigation or the ultimate outcome thereof. Moreover, in the future, there is the potential for legislative changes or additional legal challenges to FDA's orphan drug regulations and policies, and it is uncertain how such challenges might affect our business.

In the EU, if a marketing authorization is granted for a medicinal product that is designated an orphan drug, that product is entitled to ten years of marketing exclusivity. We rely in part on this orphan drug exclusivity and other regulatory exclusivities to protect Epidyolex, Vyxeos and Defitelio. During the period of marketing exclusivity, subject to limited exceptions, no similar medicinal product may be granted a marketing authorization for the orphan indication. There is no assurance that we will successfully obtain orphan drug designation for future rare indications or orphan exclusivity upon approval of any of our product candidates that have already obtained designation. Even if we obtain orphan exclusivity for any product candidate, the exclusivity period can be reduced to six years if at the end of the fifth year it is established that the orphan designation criteria are no longer met or if it is demonstrated that the orphan drug is sufficiently profitable that market exclusivity is no longer justified. Further, a similar medicinal product may be granted a marketing authorization for the same indication notwithstanding our marketing exclusivity if we are unable to supply sufficient quantities of our product, or if the

second product is safer, more effective or otherwise clinically superior to our orphan drug. In addition, if a competitor obtains marketing authorization and orphan exclusivity for a product that is similar to a product candidate we are pursuing for the same indication, approval of our product candidate would be blocked during the period of orphan marketing exclusivity unless we could demonstrate that our product candidate is safer, more effective or otherwise clinically superior to the approved product.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Issuer Purchases of Equity Securities

The following table summarizes purchases of our ordinary shares made by or on behalf of us or any of our "affiliated purchasers" as defined in Rule 10b-18(a)(3) under the Securities Exchange Act of 1934, as amended, during each fiscal month during the three-month period ended June 30, 2023:

	Total Number of Shares Purchased (1)	Average Price Paid per Share (2)	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (3)	Maximum Number (or Approximate Dollar Value) of Shares that May Yet Be Purchased Under the Plans or Programs (4)
April 1 - April 30, 2023	—	$ —	—	$ 431,164,925
May 1 - May 31, 2023	—	$ —	—	$ 431,164,925
June 1 - June 30, 2023	756,470	$ 126.37	756,470	$ 335,585,136
Total	756,470	$ 126.37	756,470	

1. This table does not include ordinary shares that we withheld in order to satisfy tax withholding requirements in connection with the vesting and release of restricted stock units. All the ordinary shares reported in this column were purchase pursuant to our publicly announced share repurchase program.
2. Average price paid per ordinary share includes brokerage commissions.
3. The ordinary shares reported in the table above were purchased pursuant to our publicly announced share repurchase program. On November 8, 2016, we announced that our board of directors had authorized the use of up to $300 million to repurchase our ordinary shares. In November 2018, December 2018, and October 2019, our board of directors increased the existing share repurchase program authorization by $320.0 million, $400.0 million, and $500.0 million respectively thereby increasing the total amount authorized for repurchase to $1.5 billion, exclusive of any brokerage commissions. Under this program, which has no expiration date, we may repurchase ordinary shares from time to time on the open market. Such repurchases may be pursuant to Rule 10b-18 or Rule 10b5-1 agreements as determined by our management and in accordance with the requirements of the Securities and Exchange Commission. The timing and amount of repurchases will depend on a variety of factors, including the price of our ordinary shares, alternative investment opportunities, restrictions under our credit agreement, corporate and regulatory requirements and market conditions. The share repurchase program may be modified, suspended or discontinued at any time without prior notice.
4. The dollar amount shown represents, as of the end of each period, the approximate dollar value of ordinary shares that may yet be purchased under our publicly announced share repurchase program, exclusive of any brokerage commissions. The timing and amount of repurchases will depend on a variety of factors, including the price of our ordinary shares, alternative investment opportunities, restrictions under our credit agreement, corporate and regulatory requirements and market conditions, and may be modified, suspended or otherwise discontinued at any time without prior notice.

Item 5. Other Information

Results of Matters Presented at the 2023 Annual General Meeting of Shareholders

On August 3, 2023, we held our 2023 annual general meeting of shareholders, or the Annual Meeting, at our corporate headquarters located at Fifth Floor, Waterloo Exchange, Waterloo Road, Dublin 4, Ireland. At the Annual Meeting, our shareholders voted on four proposals, each of which is described in more detail in our definitive proxy statement on Schedule 14A as filed with the SEC on June 16, 2023, or the Proxy Statement. The results of the matters presented at the Annual Meeting, based on the presence in person or by proxy of holders of 57,573,869 of the 64,139,500 ordinary shares entitled to vote, are described below.

Proposal 1

Proposal 1 was to elect by separate resolutions each of the four nominees for director named below to hold office until our 2026 annual general meeting of shareholders. Each of the four nominees for director was elected as follows:

Director Nominees	For	Against	Abstain	Broker Non-Votes
Bruce C. Cozadd	49,887,292	3,974,792	96,326	3,615,459
Heather Ann McSharry	49,863,601	4,048,310	46,499	3,615,459
Anne O'Riordan	52,092,634	1,821,326	44,450	3,615,459
Rick E Winningham	51,365,957	2,542,353	50,100	3,615,459

Proposal 2

Proposal 2 was to ratify, on a non-binding advisory basis, the appointment of KPMG, Dublin as our independent auditors for the fiscal year ending December 31, 2023 and to authorize, in a binding vote, our board of directors, acting through the audit committee, to determine the auditors' remuneration. This proposal was approved as follows:

For	Against	Abstain	Broker Non-Votes
57,003,250	496,593	74,026	—

Proposal 3

Proposal 3 was to approve, on a non-binding advisory basis, the compensation of our named executive officers as disclosed in the Proxy Statement. This proposal was approved as follows:

For	Against	Abstain	Broker Non-Votes
49,759,778	4,125,120	73,512	3,615,459

Proposal 4

Proposal 4 was to grant our board of directors authority under Irish law to allot and issue ordinary shares for cash without first offering those ordinary shares to existing shareholders pursuant to the statutory pre-emption right that would otherwise apply. This proposal was approved as follows:

For	Against	Abstain	Broker Non-Votes
53,860,720	3,667,200	45,949	—

Proposal 5

Proposal 5 was to approve any motion to adjourn the Annual Meeting, or any adjournments thereof, to another time and place to solicit additional proxies if there are insufficient votes at the time of the Annual Meeting to approve Proposal 4. As no motion to adjourn the Annual Meeting was made, Proposal 5 was not put to a vote of the shareholders at the Annual Meeting.

Insider Trading Arrangements

The following is a summary of the material terms of the contracts, instructions or written plans for the purchase or sale of the Company's securities adopted or terminated by our officers (as defined in Rule 16a-1(f) under the Securities Exchange Act of 1934, as amended) and directors during the quarter ended June 30, 2023:

			Type of Trading Arrangement		
Name and Position	**Date**	**Action**	**Rule 10b5-1***	**Expiration Date**	**Total Ordinary Shares to be Sold**
Neena M. Patil, Executive Vice President and Chief Legal Officer	June 2, 2023	Adoption	X	June 2, 2024	6,800

* Contract, instruction or written plan intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Securities Exchange Act of 1934, as amended.

Item 6. Exhibits

Exhibit Number	Description of Document
2.1‡	Transaction Agreement, dated as of February 3, 2021, by and among Jazz Pharmaceuticals UK Holdings Limited, Jazz Pharmaceuticals Public Limited Company and GW Pharmaceuticals PLC (incorporated herein by reference to Exhibit 2.1 in Jazz Pharmaceuticals plc's Current Report on Form 8-K (File No. 001-33500), as filed with the SEC on February 4, 2021).
3.1	Amended and Restated Memorandum and Articles of Association of Jazz Pharmaceuticals plc, as amended on August 4, 2016 (incorporated herein by reference to Exhibit 3.1 in Jazz Pharmaceuticals plc's Quarterly Report on Form 10-Q (File No. 001-33500) for the period ended June 30, 2016, as filed with the SEC on August 9, 2016).
4.1	Reference is made to Exhibit 3.1.
4.2	Indenture, dated as of April 29, 2021, among Jazz Securities Designated Activity Company, the guarantors party thereto, U.S. Bank National Association, as trustee and acknowledged by U.S. Bank National Association, as collateral trustee. (incorporated herein by reference to Exhibit 4.1 in Jazz Pharmaceuticals plc's Current Report on Form 8-K (File No. 001-033500), as filed with the SEC on April 29, 2021).
10.1	Conforming Changes Amendment, dated as of June 7, 2023, entered into by Bank of America, N.A. as administrative agent to Credit Agreement, dated as of May 5, 2021, by and among Jazz Pharmaceuticals Public Limited Company, the other borrowers from time to time party thereto, the lenders and issuing banks from time to time party thereto, Bank of America, N.A., as administrative agent, and U.S. Bank National Association, as collateral trustee.
10.2+	Amended and Restated Executive Change in Control and Severance Benefit Plan, dated as of May 3, 2023.
10.3+	Amended and Restated Non-Employee Director Compensation Policy (approved May 4, 2023).
31.1	Certification of Chief Executive Officer pursuant to Rules 13a-14(a) and 15d-14(a) promulgated under the Securities Exchange Act of 1934, as amended.
31.2	Certification of Chief Financial Officer pursuant to Rules 13a-14(a) and 15d-14(a) promulgated under the Securities Exchange Act of 1934, as amended.
32.1*	Certifications of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document - The instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Labels Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

+ Indicates management contract or compensatory plan.

‡ Certain portions of this exhibit have been omitted pursuant to Item 601(b)(2) of Regulation S-K.

Portions of this document (indicated by "[*]") have been omitted pursuant to Item 601(b)(10) of Regulations S-K because they are both not material and are the type that the Company treats as private and confidential.

* The certification attached as Exhibit 32.1 accompanies this Quarterly Report on Form 10-Q pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, and shall not be deemed "filed" by the Registrant for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

SIGNATURES

Pursuant to the requirements 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.

Date: August 9, 2023

JAZZ PHARMACEUTICALS PUBLIC LIMITED COMPANY
(Registrant)

/s/ Bruce C. Cozadd

Bruce C. Cozadd

Chairman and Chief Executive Officer and Director
(Principal Executive Officer)

/s/ Renée Galá

Renée Galá

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

/s/ Patricia Carr

Patricia Carr

Senior Vice President, Chief Accounting Officer
(Principal Accounting Officer)

Exhibit 10.1

Execution Version

LIBOR SUCCESSOR RATE CONFORMING CHANGES AMENDMENT

THIS CONFORMING CHANGES AMENDMENT (this "Agreement"), dated as of June 7, 2023, is entered into by BANK OF AMERICA, N.A., as administrative agent (the "Administrative Agent").

RECITALS

WHEREAS, Jazz Financing Lux S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 1, rue Hildegard von Bingen, L-1282 Luxembourg and registered with the Luxembourg Trade and Companies' Register (*Registre de commerce et des sociétés*, Luxembourg) under number B178623 ("Jazz Lux"), Jazz Pharmaceuticals Public Limited Company, a public limited company incorporated in Ireland (the "Parent"), Jazz Securities Designated Activity Company, a Section 110 designated activity company incorporated in Ireland ("Jazz DAC"), Jazz Financing I Designated Activity Company, a designated activity company incorporated in Ireland ("Jazz Financing I"), Jazz Pharmaceuticals Ireland Limited, a limited company incorporated in Ireland ("Jazz Ireland"), Jazz Financing Holdings Limited, a limited company incorporated in Ireland ("Financing Holdings" and, together with Parent, Jazz DAC, Jazz Financing I and Jazz Ireland, together with any Designated Borrower organized or incorporated in Ireland, the "Irish Borrowers"), Jazz Pharmaceuticals UK Holdings Limited, a private company limited by shares incorporated in England and Wales ("Jazz UK"), Jazz Pharmaceuticals, Inc., a Delaware corporation ("Jazz U.S."), the Designated Borrowers (as defined in the Credit Agreement and, together with Jazz UK, the Irish Borrowers, Jazz Lux and Jazz U.S., or any permitted successor of any of the foregoing in accordance with Section 6.05(g) or (n) of the Credit Agreement, the "Borrowers") from time to time party thereto, the lenders from time to time party thereto (the "Lenders"), the issuing banks from time to time party thereto, Bank of America, N.A., as Administrative Agent, and U.S. Bank National Association, as collateral trustee, have entered into that certain credit agreement dated as of May 5, 2021 (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Credit Agreement");

WHEREAS, certain loans and/or other extensions of credit (the "Loans") under the Credit Agreement denominated in Dollars incur or are permitted to incur interest, fees, commissions or other amounts based on the London Interbank Offered Rate as administered by the ICE Benchmark Administration ("LIBOR") in accordance with the terms of the Credit Agreement; and

WHEREAS, LIBOR has been or will be replaced with the benchmark set forth in Appendix A in accordance with the Credit Agreement and, in connection therewith, the Administrative Agent is exercising its right to make certain conforming changes in connection with the implementation of the applicable benchmark replacement as set forth herein.

NOW, THEREFORE, in accordance with the terms of the Credit Agreement, this Agreement is entered into by the Administrative Agent:

1. Defined Terms. Capitalized terms used herein but not otherwise defined herein (including on any Appendix attached hereto) shall have the meanings provided to such terms in the Credit Agreement, as amended by this Agreement.

2. Agreement. Notwithstanding any provision of the Credit Agreement or any other document related thereto (the "Loan Documents") to the contrary, the terms set forth on Appendix A shall apply to Loans denominated in Dollars. For the avoidance of doubt, to the extent provisions in the Credit Agreement apply to Loans denominated in Dollars and such provisions are not specifically addressed by

Appendix A, the provisions in the Credit Agreement shall continue to apply to such Loans denominated in Dollars.

3. Conflict with Loan Documents. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement or the other Loan Documents, the terms hereof shall control.

4. Conditions Precedent. This Agreement shall become effective on the date on which the administrator of the LIBOR Screen Rate or a Governmental Authority having jurisdiction over such administrator has made a public statement announcing that all Interest Periods and other tenors of LIBOR are no longer representative (such date, the "Amendment Effective Date"), upon proper execution by the Administrative Agent of a counterpart of this Agreement.

5. Miscellaneous.

(a) This Agreement is a Loan Document.

(b) This Agreement may be in the form of an electronic record (in ".pdf" form or otherwise) and may be executed using electronic signatures, which shall be considered as originals and shall have the same legal effect, validity and enforceability as a paper record. This Agreement may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts shall be one and the same Agreement. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Administrative Agent of a manually signed Agreement which has been converted into electronic form (such as scanned into ".pdf" format), or an electronically signed Agreement converted into another format, for transmission, delivery and/or retention.

(c) Any provision of this Agreement held to be illegal, invalid or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability without affecting the legality, validity or enforceability of the remaining provisions hereof and the illegality, invalidity or unenforceability of a particular provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(d) **THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK**. The terms of the Credit Agreement with respect to submission to jurisdiction, waiver of venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*.

[remainder of page intentionally left blank]

The Administrative Agent has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.,
as Administrative Agent
By: /s/ Elizabeth Uribe
Name: Elizabeth Uribe
Title: Assistant Vice President

Appendix A

TERMS APPLICABLE TO TERM SOFR LOANS

1. Defined Terms. The following terms shall have the meanings set forth below:

"Applicable Rate" means the Applicable Rate, Applicable Margin or any similar or analogous definition in the Credit Agreement.

"Base Rate" means the Base Rate, Alternative Base Rate, ABR, Prime Rate or any similar or analogous definition in the Credit Agreement.

"Base Rate Loans" means a Loan that bears interest at a rate based on the Base Rate.

"Borrowing" means a Committed Borrowing, Borrowing, or any similar or analogous definition in the Credit Agreement.

"Business Day" shall mean any day that is not a Saturday, Sunday or other day on which commercial banks are authorized, required by law to remain or are in fact closed in (x) New York City and (y) if such day relates to the payment of any obligation or the performance of any covenant, duty or obligation of any (a) Irish Borrower, Ireland or (b) UK Borrower, London; provided that (i) when used in Section 2.05 of the Credit Agreement with respect to any action taken by or with respect to any Issuing Bank, the term "Business Day" shall not include any day on which commercial banks are authorized to close under the laws of, or are in fact closed in, the jurisdiction where such Issuing Bank's Lending Office is located and (ii) when used in connection with a Eurocurrency Rate Loan denominated in Euros, the term "Business Day" shall also include any Business Day that is also a TARGET Day.

"CME" means CME Group Benchmark Administration Limited.

"Committed Loan Notice" means a Committed Loan Notice, Loan Notice, Borrowing Request, Interest Election Request, or any similar or analogous definition in the Credit Agreement, and such term shall be deemed to include the Committed Loan Notice attached hereto as Exhibit A or Exhibit B, as applicable.

"Dollar" and "$" mean lawful money of the United States.

"Eurocurrency Rate" means Eurocurrency Rate, LIBOR, Adjusted LIBOR Rate, LIBOR Rate or any similar or analogous definition in the Credit Agreement.

"Eurocurrency Rate Loans" means a Loan that bears interest at a rate based on the Eurocurrency Rate.

"Interest Payment Date" means, as to any Term SOFR Loan, the last day of each Interest Period applicable to such Loan and the applicable maturity date set forth in the Credit Agreement; provided, however, that if any Interest Period for a Term SOFR Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates.

"Interest Period" means as to each Term SOFR Loan, the period commencing on the date such Term SOFR Loan is disbursed or converted to or continued as a Term SOFR Loan and

ending on the date one, three or six months thereafter, as selected by the applicable Borrower in its Committed Loan Notice, or such other period that is twelve months or less requested by Parent and consented to by all the applicable Lenders (in the case of each requested Interest Period, subject to availability); provided that:

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless, in the case of a Term SOFR Loan, such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(b) any Interest Period pertaining to a Term SOFR Loan that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(c) no Interest Period shall extend beyond the applicable maturity date set forth in the Credit Agreement.

"Notice of Loan Prepayment" means a Notice of Loan Prepayment, Prepayment Notice, or any similar or analogous definition in the Credit Agreement.

"SOFR" means the Secured Overnight Financing Rate as administered by the Federal Reserve Bank of New York (or a successor administrator).

"SOFR Adjustment" with respect to Term SOFR means 0.11448% (11.448 basis points) for an Interest Period of one-month's duration, 0.26161% (26.161 basis points) for an Interest Period of three-month's duration, 0.42826% (42.826 basis points) for an Interest Period of six- months' duration, and 0.71513% (71.513 basis points) for an Interest Period of twelve–months' duration.

"Successor Rate" means the Successor Rate, LIBOR Successor Rate or any similar or analogous definition in the Credit Agreement.

"Term SOFR" means:

(a) for any Interest Period with respect to a Term SOFR Loan, the rate per annum equal to the Term SOFR Screen Rate two U.S. Government Securities Business Days prior to the commencement of such Interest Period with a term equivalent to such Interest Period; provided that if the rate is not published prior to 11:00 a.m. on such determination date then Term SOFR means the Term SOFR Screen Rate on the first U.S. Government Securities Business Day immediately prior thereto, in each case, plus the SOFR Adjustment for such Interest Period; and

(b) for any interest calculation with respect to a Base Rate Loan on any date, the rate per annum equal to the Term SOFR Screen Rate two U.S. Government Securities Business Days prior to such date with a term of one month commencing that day; provided that if the rate is not published prior to 11:00 a.m. on such determination date then Term SOFR means the Term SOFR Screen Rate on the first U.S. Government Securities Business Day immediately prior thereto, in each case, plus the SOFR Adjustment for such term;

provided that, if Term SOFR determined in accordance with either of the foregoing provisions (a) or (b) of this definition would otherwise be less than (x) solely in the case of the Initial Dollar Term Loans, 0.50%, Term SOFR shall be deemed to be 0.50% for purposes of this Agreement and (y) otherwise, zero, Term SOFR shall be deemed to be zero for purposes of this Agreement.

"Term SOFR Loan" means a Loan that bears interest at a rate based on clause (a) of the definition of Term SOFR.

"Term SOFR Screen Rate" means the forward-looking SOFR term rate administered by CME (or any successor administrator satisfactory to the Administrative Agent) and published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time).

"Type" means, with respect to a Loan, its character as a Base Rate Loan or a Term SOFR Loan.

"U.S. Government Securities Business Day" means any Business Day, except any Business Day on which any of the Securities Industry and Financial Markets Association, the New York Stock Exchange or the Federal Reserve Bank of New York is not open for business because such day is a legal holiday under the federal laws of the United States or the laws of the State of New York, as applicable.

2. Terms Applicable to Term SOFR Loans. From and after the Amendment Effective Date, the following terms shall apply to Term SOFR Loans:

(a) LIBOR. (i) Dollars shall not be considered a currency for which there is a published LIBOR rate and (ii) any request for a new Eurocurrency Rate Loan denominated in Dollars, or to continue an existing Eurocurrency Rate Loan denominated in Dollars, shall be deemed to be a request for a new Loan bearing interest at Term SOFR.

To the extent any Loan bearing interest at the Eurocurrency Rate is outstanding on the Amendment Effective Date, such Loan shall continue to bear interest at the Eurocurrency Rate until the end of the current Interest Period or payment period applicable to such Loan.

(b) References to Eurocurrency Rate and Eurocurrency Rate Loans in the Credit Agreement and Loan Documents.

(i) References to the Eurocurrency Rate and Eurocurrency Rate Loans in provisions of the Credit Agreement and the other Loan Documents that are not specifically addressed herein (other than the definitions of Eurocurrency Rate and Eurocurrency Rate Loan) shall be deemed to include Term SOFR and Term SOFR Loans, as applicable. In addition, to the extent the definition of Base Rate in the Credit Agreement refers to the Eurocurrency Rate, such reference shall be deemed to refer to Term SOFR.

(ii) For purposes of any requirement for any Borrower to compensate Lenders for losses in the Credit Agreement resulting from any continuation, conversion, payment or prepayment of any Loan on a day other than the last day of any Interest Period (as defined in the Credit Agreement), references to the Interest Period (as defined

in the Credit Agreement) shall be deemed to include any relevant interest payment date or payment period for a Term SOFR Loan.

(c) Borrowings, Conversions, Continuations and Prepayments of Term SOFR Loans. In addition to any other borrowing or prepayment requirements set forth in the Credit Agreement or any other Loan Document (provided that to the extent the provisions of the Credit Agreement conflict with this Section 2(c), this Section 2(c) shall apply with respect to Term SOFR Loans):

(i) Term SOFR Loans. Each Borrowing, each conversion of Loans from one Type to the other, and each continuation of Term SOFR Loans shall be made upon the applicable Borrower's irrevocable notice to the Administrative Agent, which may be given by (A) telephone or (B) a Committed Loan Notice; provided that any telephonic notice must be confirmed immediately by delivery to the Administrative Agent of a Committed Loan Notice. Each such Committed Loan Notice must be received by the Administrative Agent not later than 11:00 a.m. (Eastern time) two (2) Business Days prior to the requested date of any Borrowing of, conversion to or continuation of Term SOFR Loans or of any conversion of Term SOFR Loans to Base Rate Loans; provided, however, that if the applicable Borrower wishes to request Term SOFR Loans having an Interest Period other than one, three or six months in duration as provided in the definition of "Interest Period," the applicable notice must be received by the Administrative Agent not later than 11:00 a.m. four (4) Business Days prior to the requested date of such Borrowing, conversion or continuation, whereupon the Administrative Agent shall give prompt notice to the applicable Lenders of such request and determine whether the requested Interest Period is acceptable to all of them. In the case of any Interest Period that is not one, three or six months in length, not later than 11:00 a.m., three Business Days before the requested date of such Borrowing, conversion or continuation, the Administrative Agent shall notify the applicable Borrower (which notice may be by telephone) whether or not the requested Interest Period has been consented to by all the Lenders and the Administrative Agent. Each Borrowing of, conversion to or continuation of Term SOFR Loans shall be in a principal amount of
$5,000,000 or a whole multiple of $1,000,000 in excess thereof. Each Committed Loan Notice shall specify (i) whether the applicable Borrower is requesting a Borrowing, a conversion of Loans from one Type to the other, or a continuation of Term SOFR Loans,
(ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the principal amount of Loans to be borrowed, converted or continued, (iv) the Type of Loans to be borrowed or to which existing Loans are to be converted, and (v) if applicable, the duration of the Interest Period with respect thereto. If the applicable Borrower fails to specify a Type of Loan in a Committed Loan Notice or if the applicable Borrower fails to give a timely notice requesting a conversion or continuation, then the applicable Loans shall be made as, or converted to, Base Rate Loans. Any such automatic conversion to Base Rate Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Term SOFR Loans. If the applicable Borrower requests a Borrowing of, conversion to, or continuation of Term SOFR Loans in any such Committed Loan Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one month.

(ii) Committed Loan Notice. For purposes of a Borrowing of Term SOFR Loans, or a continuation of a Term SOFR Loan, the applicable Borrower shall use the Committed Loan Notice attached hereto as Exhibit A or Exhibit B, as applicable.

(iii) Voluntary Prepayments of Term SOFR Loans. The applicable Borrower may, upon notice to the Administrative Agent pursuant to delivery to the Administrative Agent of a Notice of Loan Prepayment, at any time or from time to time voluntarily prepay the Term SOFR Loans in whole or in part without premium or penalty (except as otherwise specified in the Credit Agreement); provided that such notice must be received by the Administrative Agent not later than 11:00 a.m. (Eastern time) two Business Days prior to any date of prepayment of Term SOFR Loans.

(d) Interest.

(i) Subject to the provisions of the Credit Agreement with respect to default interest, each Term SOFR Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the sum of Term SOFR for such Interest Period plus the Applicable Rate.

(ii) Interest on each Term SOFR Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified in the Credit Agreement; provided that any prepayment of any Term SOFR Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 2.16. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any debtor relief law.

(e) Computations. All computations of interest for Base Rate Loans (including Base Rate Loans determined by reference to Term SOFR) shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. All other computations of fees and interest with respect to Term SOFR Loans shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to the provisions in the Credit Agreement addressing payments generally, bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

(f) Successor Rates. The provisions in the Credit Agreement addressing the replacement of a current Successor Rate for Dollars shall be deemed to apply to Term SOFR Loans and Term SOFR, as applicable, and the related defined terms shall be deemed to include Dollars and Term SOFR, as applicable.

Exhibit A

FORM OF BORROWING REQUEST

Date:[1] ,

To: Bank of America, N.A., as administrative agent (in such capacity, the "Administrative Agent") under that certain Credit Agreement, dated as of May 5, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Jazz Pharmaceuticals Public Limited Company, a public limited company incorporated in Ireland, as a Borrower, the other Borrowers party thereto from time to time, the lenders party thereto from time to time (the "Lenders"), the Issuing Banks party thereto from time to time, the Administrative Agent, and U.S. Bank National Association, as Collateral Trustee.

Bank of America, N.A. 2380 Performance DR
Mail Code: TX2-984-03-23
Richardson, TX, 75082 Attention: Jennifer Ollek Telephone:
1.469.201.8863
Facsimile: 1.214.290.8374
Electronic Mail: jennifer.a.ollek@bofa.com

Ladies and Gentlemen:

Reference is made to the above-described Credit Agreement. Terms defined in the Credit Agreement, wherever used herein, unless otherwise defined herein, shall have the same meanings herein as are prescribed by the Credit Agreement. The undersigned hereby notifies you, pursuant to Section 2.03 of the Credit Agreement, of the Borrowing specified below:

1. The Borrower will be _____.

[1] The applicable Borrower shall notify the Administrative Agent (a) in the case of a Term SOFR Borrowing after the Closing Date, not later than 11:00 a.m., Local Time, two (2) Business Days before the date of the proposed Borrowing, unless such Borrower wishes to request an Interest Period for such Borrowing other than one, three or six months in duration as provided in the definition of "Interest Period," in which case, on the fourth Business Day before each such Term SOFR Borrowing, (b) in the case of a Eurocurrency Borrowing after the Closing Date, not later than 11:00 a.m., Local Time, if denominated in Euros, four (4) Business Days before the date of the proposed Borrowing, unless such Borrower wishes to request an Interest Period for such Borrowing other than one, three or six months in duration as provided in the definition of "Interest Period," in which case, if denominated in Euros, on the fifth Business Day before each such Eurocurrency Borrowing, or (c) in the case of an ABR Borrowing, not later than 10:00 a.m., Local Time, on the Business Day of the proposed Borrowing. Any notice of an ABR Revolving Facility Borrowing to finance the reimbursement of an L/C Disbursement as contemplated by Section 2.05(c) of the Credit Agreement may be given no later than 12:00 p.m., noon, Local Time, on the date of the proposed Borrowing. Each such Borrowing Request shall be irrevocable provided that any Borrowing Request may state that it is conditioned upon the effectiveness of other credit facilities, indentures or similar agreements or other transactions (including, in the case of any Borrowing on the Closing Date, the Acquisition), in which case such notice may be revoked by the applicable Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied and (in the case of telephonic requests) shall be confirmed promptly by hand delivery or electronic means to the Administrative Agent of a written Borrowing Request signed by the applicable Borrower.

2. The Borrowing will be a Borrowing of _____ Loans.[2]

3. The aggregate amount of the proposed Borrowing is: [$][€][3]_____ .

4. The Business Day of the proposed Borrowing is: _____.

5. The Borrowing is a[n] [ABR Borrowing][Term SOFR Borrowing][Eurocurrency Borrowing].

6. [The duration of the initial Interest Period for the [Term SOFR Borrowing][Eurocurrency Borrowing] included in the Borrowing shall be _____ month(s).][4]

7. The location and number of the undersigned Borrower's account to which the proceeds of such Borrowing are to be disbursed is _____

[The applicable Borrower hereby represents and warrants to the Administrative Agent and the Lenders that, on and as of the date of the Borrowing contemplated by this Borrowing Request, the conditions to lending specified in Sections 4.02(b) and 4.02(c) of the Credit Agreement shall have been satisfied.][5]

[Remainder of Page Intentionally Left Blank]

[2] Specify whether the Borrowing is of Initial Euro Term Loans, Initial Dollar Term Loans, Other Term Loans or Revolving Facility Loans of a particular Class.
[3] Specify € in connection with the Borrowing of Initial Euro Term Loans.
[4] Insert in the case of a Borrowing of Term SOFR Loans or Eurocurrency Loans 1, 3 or 6 months (or such other period that is twelve months or less requested by Parent and consented to by all the applicable Lenders).
[5] Include for borrowing requests made after Closing Date.

This Borrowing Request is issued pursuant to and is subject to the Credit Agreement, executed as of the date first written above.

[BORROWER]

By: _____

Name:
Title:

Exhibit B

FORM OF INTEREST ELECTION REQUEST

Date:[1] _____, _____

To: Bank of America, N.A., as administrative agent (in such capacity, the "Administrative Agent") under that certain Credit Agreement, dated as of May 5, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Jazz Pharmaceuticals Public Limited Company, as a Borrower, the other Borrowers party thereto from time to time, the lenders party thereto from time to time (the "Lenders"), the Issuing Banks party thereto from time to time, the Administrative Agent, and U.S. Bank National Association, as Collateral Trustee.

Bank of America, N.A. 2380 Performance DR
Mail Code: TX2-984-03-23
Richardson, TX, 75082 Attention: Jennifer Ollek Telephone:
1.469.201.8863
Facsimile: 1.214.290.8374
Electronic Mail: jennifer.a.ollek@bofa.com

Ladies and Gentlemen:

Reference is made to the above-described Credit Agreement. Terms defined in the Credit Agreement, wherever used herein, unless otherwise defined herein, shall have the same meanings herein as are prescribed by the Credit Agreement. This notice constitutes an Interest Election Request and the undersigned Borrower hereby makes an election with respect to Loans under the Credit Agreement, and in that connection the Borrower specifies the following information with respect to such election:

1. Borrowing to which this request applies (including Facility, Class, principal amount and Type of Loans subject to election): _____.[2]

2. Effective date of election (which shall be a Business Day): _____.

3. The Borrowing is to be [converted into] [continued as] [an ABR Borrowing][a Term SOFR Borrowing][a Eurocurrency Borrowing].

[1] The applicable Borrower must notify the Administrative Agent of such election (by telephone or irrevocable written notice) by the time that a Borrowing Request would be required under Section 2.03 if such Borrower were requesting a Borrowing of the Type and Class resulting from such election to be made on the effective date of such election. Each telephonic Interest Election Request will be irrevocable and must be confirmed promptly by hand delivery or electronic means of this form, signed by the applicable Borrower, to the Administrative Agent.

[2] If different options are being elected with respect to different portions of the Borrowing, the portions thereof must be allocated to each resulting Borrowing (in which case the information to be specified pursuant to Paragraphs 3 and 4 shall be specified for each resulting Borrowing).

4. The duration of the Interest Period for the [Term SOFR Borrowing][Eurocurrency Borrowing], if any, included in the election shall be _____ months.[3]

[Remainder of Page Intentionally Left Blank]

[3] 1, 3 or 6 months (or such other period that is twelve months or less requested by Parent and consented to by all the applicable Lenders).

This Interest Election Request is issued pursuant to and is subject to the Credit Agreement, executed as of the date first written above.

[BORROWER]

By: _____

Name:
Title:

Exhibit 10.2

JAZZ PHARMACEUTICALS PLC
AMENDED AND RESTATED
EXECUTIVE CHANGE IN CONTROL AND SEVERANCE BENEFIT PLAN

SECTION 1. INTRODUCTION.

The Jazz Pharmaceuticals plc Amended and Restated Executive Change in Control and Severance Benefit Plan (the "***Plan***") was originally established effective as of May 1, 2007 (the "***Effective Date***") and was amended and restated effective as of February 17, 2009, October 24, 2011, February 14, 2012, April 24, 2012, July 31, 2013, February 10, 2016, July 31, 2019 and May 3, 2023.

The purpose of the Plan is to provide for the payment of severance benefits to certain eligible executive employees of Affiliates of Jazz Pharmaceuticals plc in the event that such employees are subject to a Covered Termination. Except as provided in Section 6(a)(iv), this Plan shall supersede any individual agreement between the Company or any Affiliate and a Participant, and any other plan, policy or practice, whether written or unwritten, maintained by the Company or any Affiliate with respect to a Participant (other than any such plan, policy or practice that provides for benefits upon the Participant's death or Disability), in each case to the extent that such agreement, plan, policy or practice provides for benefits upon a Covered Termination. This Plan document also constitutes the Summary Plan Description for the Plan.

SECTION 2. DEFINITIONS.

For purposes of the Plan, the following terms are defined as follows:

(a) "***Affiliate***" means, at the time of determination, any "parent" or "subsidiary" of the Company as such terms are defined in Rule 405 of the US Securities Act of 1933, as amended, and any "holding company" or "subsidiary" of the Company or a subsidiary of any such holding company as such terms are defined in Section 8 and 7 respectively of the Companies Act. The Plan Administrator shall have the authority to determine the time or times at which "parent" or "subsidiary" status is determined within the foregoing definition.

(b) "***Base Salary***" means a Participant's annual base pay (excluding incentive pay, premium pay, commissions, overtime, bonuses and other forms of variable compensation).

(c) "***Board***" means the Board of Directors of the Company.

(d) "***Bonus Multiplier***" means the quotient obtained by dividing the number of full months that a Participant is employed by the Company or an Affiliate during the calendar year in which the Participant's Covered Termination occurs by twelve (12).

(e) "***Bonus Percentage***" means the greater of:

(i) the highest amount of any annual bonus paid to a Participant by the Company or an Affiliate for (x) either of the last two (2) calendar years prior to the date of the Participant's Covered Termination or (y) either of the last two (2) calendar years prior to the

Change in Control, in each case expressed as a percentage of the Participant's Base Salary for the applicable year; and

(ii) the higher of the Participant's target bonus for (x) the calendar year in which the Participant's Covered Termination occurs and (y) the calendar year in which the Change in Control occurs, in each case expressed as a percentage of the Participant's Base Salary for such year.

(f) "***Cause***" means the occurrence of any one or more of the following: (i) the Participant's unauthorized use or disclosure of the confidential information or trade secrets of the Company or an Affiliate which use or disclosure causes material harm to the Company or an Affiliate; (ii) the Participant's material breach of any written agreement between the Participant and the Company or an Affiliate, or the Participant's material violation of any statutory duty owed to the Company or an Affiliate, in either case which remains uncured for ten (10) business days after receiving written notification of the breach or violation from the Board or its designee;
(iii) the Participant's material failure to comply with the written policies or rules of the Company or an Affiliate which remains uncured for ten (10) business days after receiving written notification of the failure from the Board or its designee; (iv) the Participant's conviction of, or plea of "guilty" or "no contest" to, any crime involving fraud or dishonesty under the laws of any jurisdiction; (v) the Participant's gross misconduct, including but not limited to attempted or actual commission of, participation or cooperation in, fraud or act of dishonesty against the Company or an Affiliate; (vi) the Participant's continuing failure to perform assigned duties after receiving written notification of the failure from the Board or its designee; or (vii) the Participant's failure to reasonably cooperate in good faith with a governmental or internal investigation of the Company or any of its Affiliates, directors, officers or employees, if the Board or its designee has requested the Participant's cooperation.

(g) "***Change in Control***" means the occurrence, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) any Exchange Act Person becomes the Owner, directly or indirectly, of securities of the Company representing more than thirty percent (30%) of the combined voting power of the Company's then outstanding securities. Notwithstanding the foregoing, a Change in Control shall not be deemed to occur on account of the acquisition of securities of the Company directly from the Company;

(ii) there is consummated a compromise or arrangement sanctioned by the Irish courts under the Companies Act, a scheme, contract or offer which has become binding on all shareholders of the Company pursuant to Section 457 of the Companies Act or a bid pursuant to Regulation 23 or 24 of the European Communities (Takeover Bids (Directive 2004/25/EC)) Regulations 2006 (as may be amended, updated or replaced from time to time), an offer or

reverse takeover transaction which has been completed pursuant to the Irish Takeover Panel Act, 1997, Takeover Rules, 2013, or a reorganization, merger, statutory share exchange, consolidation or similar transaction involving (directly or indirectly) the Company (each, a "***Business Combination***") and (A) immediately after the consummation of such Business Combination, the shareholders of the Company immediately prior thereto do not Own, directly or indirectly, either outstanding voting securities representing more than fifty percent (50%) of the combined outstanding voting power of the surviving Entity or ultimate parent of the surviving Entity in such Business Combination in substantially the same proportions as their Ownership of the outstanding voting securities of the Company immediately prior to such Business Combination,
(B) an Exchange Act Person becomes the Owner, directly or indirectly, of securities representing more than thirty percent (30%) of the combined voting power of the surviving Entity or ultimate parent of the surviving Entity through the Business Combination, or (C) at least a majority of the members of the board of directors of the ultimate parent (or if there is no parent, the surviving Entity) immediately following such Business Combination were not Incumbent Board Members (as defined below) at the time the Board approved the execution of the definitive agreement providing for such Business Combination;

(iii) the shareholders of the Company approve or the Board approves a plan of complete dissolution or liquidation of the Company, or a complete dissolution or liquidation of the Company shall otherwise occur, except for a liquidation into a parent corporation;

(iv) there is consummated a sale, lease, exclusive license or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries, other than a sale, lease, exclusive license or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries to an Entity, more than fifty percent (50%) of the combined voting power of the voting securities of which are Owned by shareholders of the Company in substantially the same proportions as their Ownership of the outstanding voting securities of the Company immediately prior to such sale, lease, exclusive license or other disposition; or

(v) individuals who, on February 10, 2016, are members of the Board (the "***Incumbent Board Members***") cease for any reason to constitute at least a majority of the members of the Board; *provided, however*, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the Incumbent Board Members then still in office, such new member shall, for purposes of the Plan, be considered as an Incumbent Board Member, but excluding for purposes of the Plan any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest or other actual or threatened solicitation of proxies or consents by or on behalf of any person or Entity other than the Board.

(h) "***COBRA***" means the US Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

(i) "***Code***" means the US Internal Revenue Code of 1986, as amended.

(j) "***Companies Act***" means the Companies Act 2014 of Ireland, together with all statutory modifications and re-enactments thereof and all statutes and statutory instruments

which are to be read as one with, or construed or read together as one with, the aforementioned enactments and every statutory modification and re-enactment thereof for the time being in force.

(k) "***Company***" means:

(i) prior to a Change in Control, Jazz Pharmaceuticals plc; and

(ii) on or after a Change in Control, (A) Jazz Pharmaceuticals plc in the event that the surviving Entity resulting from a Change in Control is Jazz Pharmaceuticals plc, (B) the surviving Entity resulting from a Change in Control in the event that such surviving Entity is not Jazz Pharmaceuticals plc, (C) any Entity to which the assets of Jazz Pharmaceuticals plc and its Subsidiaries are sold, leased, exclusively licensed or otherwise disposed of in the event of a Change in Control under Section 2(g)(iv), or (D) any other successor to Jazz Pharmaceuticals plc in the event of a Change in Control, as applicable;

provided, however, that in the event Jazz Pharmaceuticals plc completes a reorganization that is not in connection with a Change in Control that results in Jazz Pharmaceuticals plc no longer being the ultimate parent company and reporting company under the Exchange Act, then "Company" means the ultimate parent that directly or indirectly holds Jazz Pharmaceuticals plc.

(l) "***Constructive Termination***" means a termination of a Participant's employment with the Company or an Affiliate as a result of the Participant's resignation of such employment for Good Reason; *provided, however*, that in order for such termination to constitute a Constructive Termination, the Participant must (i) provide written notice to the Company's General Counsel (or equivalent position) within thirty (30) days after the first occurrence of the action or event constituting Good Reason setting forth the basis for such resignation, (ii) allow the Company at least thirty (30) days from receipt of such written notice to cure such action or event, and (iii) if such action or event is not reasonably cured within such period, resign from all positions the Participant then holds with the Company and any Affiliate effective not later than ninety (90) days after the expiration of such cure period.

(m) "***Covered Termination***" means either (i) an Involuntary Termination Without Cause, or (ii) a Constructive Termination, in each case where (A) written notice of termination is provided upon or within twelve (12) months following a Change in Control, or (B) termination of employment is effective upon or within twelve (12) months following a Change in Control (whether or not prior notice is given).

(n) "***Disability***" means, with respect to a Participant, the inability of the Participant to engage in any substantial gainful activity in the role for which the Participant is employed by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months, as provided in Sections 22(e)(3) and 409A(a)(2)(c)(i) of the Code, and shall be reasonably determined by the Board or its designee on the basis of such medical evidence as the Board or its designee deems warranted under the circumstances.

(o) "***Entity***" means a corporation, partnership, limited liability company, or other entity.

(p) "***ERISA***" means the US Employee Retirement Income Security Act of 1974, as amended.

(q) "***Exchange Act***" means the US Securities Exchange Act of 1934, as amended.

(r) "***Exchange Act Person***" means any natural person, Entity or "group" (within the meaning of Section 13(d) or 14(d) of the Exchange Act), except that "Exchange Act Person" shall

not include (i) the Company or any Subsidiary of the Company, (ii) any employee benefit plan of the Company or any Subsidiary of the Company or any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary of the Company,
(iii) an underwriter temporarily holding securities pursuant to a registered public offering of such securities, or (iv) an Entity Owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their Ownership of shares of the Company.

(s) "***Final Base Salary***" means the higher of a Participant's annual Base Salary in effect (x) on the date of the Participant's Covered Termination (without giving effect to any reduction in Base Salary that would constitute Good Reason for Constructive Termination) or (y) immediately prior to the Change in Control; *provided, however*, that if the Participant has, during the twelve (12) months prior to the date of the Participant's Covered Termination or the Change in Control, as applicable, taken a voluntary pay reduction, then the Participant's Final Base Salary will be determined without regard to such voluntary pay reduction.

(t) "***Good Reason***" means the occurrence of any one or more of the following actions or events effected without a Participant's written consent:

(i) one or more reductions in the Participant's Base Salary that results in a total reduction in the Participant's Base Salary, as in effect immediately prior to the Change in Control or any higher Base Salary in effect following the Change in Control, by more than ten percent (10%);

(ii) a Company-imposed relocation of the Participant's principal place of employment that increases the Participant's one-way commute by more than thirty-five (35) miles;

(iii) a substantial reduction in the Participant's authority, duties or responsibilities (and not simply a change in reporting relationships) as in effect immediately prior to the Change in Control; provided that if (i) the Participant continues to hold the same position but the size of the Participant's employing Entity (or the business unit to which the Participant is assigned) has decreased significantly or (ii) neither the Company nor the Participant's employing Entity continues to be a publicly-traded corporation, the Participant's authority, duties and responsibilities will be considered to be substantially reduced;

(iv) a reduction in the Participant's title (*i.e.*, the Participant no longer has a "Vice President," "Senior Vice President," "Executive Vice President," "Chief Executive Officer", "Executive Chairman" or "President" title, as applicable to the Participant; or

(v) required travel by the Participant on the Company's or an Affiliate's business is substantially increased compared with the Participant's business travel obligations prior to the Change in Control.

(u) "***Involuntary Termination Without Cause***" means a termination by the Company or an Affiliate of a Participant's employment for any reason other than for Cause. For purposes of the foregoing and the Plan, a termination of employment of a Participant by the Company due to the Participant's death or Disability shall constitute an Involuntary Termination Without Cause.

(v) "***Own***," "***Owned***," "***Owner***," "***Ownership***" A person or Entity shall be deemed to "Own," to have "Owned," to be the "Owner" of, or to have acquired "Ownership" of securities if such person or Entity, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares voting power, which includes the power to vote or to direct the voting, with respect to such securities.

(w) "***Participant***" means an individual who is an employee of an Affiliate and who has been designated a "Participant" by the Plan Administrator in its sole discretion (either by a specific written designation or by virtue of being a member of a class of employees who have been so designated).

(x) "***Plan Administrator***" means the Board or any committee duly authorized by the Board to administer the Plan. The Plan Administrator may, but is not required to be, the Compensation Committee of the Board. The Board may at any time administer the Plan, in whole or in part, notwithstanding that the Board has previously appointed a committee to act as the Plan Administrator.

(y) "***Release***" has the meaning set forth in Section 5(a).

(z) "***Stock Award***" means any option, right or other stock award described in Section 4(c).

(aa) "***Subsidiary***" means, with respect to the Company, (i) any corporation of which more than fifty percent (50%) of the outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at the time, stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, Owned by the Company, and (ii) any partnership, limited liability company or other Entity in which the Company has a direct or indirect interest (whether in the form of voting or participation in profits or capital contribution) of more than fifty percent (50%).

(bb) "***U.S. Affiliate***" means any Affiliate incorporated in the United States of America.

(bc) "***US Participant***" means any Participant employed by a U.S. Affiliate.

SECTION 3. ELIGIBILITY FOR BENEFITS.

(a) General Rules. Subject to the limitations set forth in this Section 3, Section 5 and Section 6, in the event of a Participant's Covered Termination, the Company shall provide the benefits described in Sections 4(a), 4(b) and 4(c) to the Participant.

(b) Exceptions to Benefit Entitlement. A Participant will not receive benefits under the Plan (or will receive reduced benefits under the Plan) in the following circumstances, as determined by the Plan Administrator in its sole discretion:

(i) The Participant's employment with the Company or an Affiliate terminates or is terminated for any reason other than a Covered Termination.

(ii) The Participant voluntarily terminates employment with the Company or an Affiliate in order to accept employment with another Entity that is controlled (directly or indirectly) by the Company or is otherwise an Affiliate.

(iii) The Participant does not confirm in writing that he or she is and shall be subject to their confidentiality and intellectual property obligations, which may be set out in the Participant's contract of employment with an Affiliate, an Employee Confidential Information and Inventions Agreement or other similar agreement with a different name relating to confidentiality and intellectual property obligations entered into by the Participant in connection with his or her employment with the applicable Affiliate (the "***Employee Confidentiality Agreement***") and the Company's *Code of Conduct* as then in effect during any notice or post-termination period.

(iv) The Participant does not confirm in writing that he or she is and shall be subject to the obligations described in Section 3(c).

(v) Following the Participant's Covered Termination but prior to the date benefits under the Plan are scheduled to commence, the Participant commences employment with the Company or an Affiliate for an identical or substantially equivalent or comparable position as the Participant's position with the Company or an Affiliate on the date of the Participant's Covered Termination. For purposes of the foregoing, a "substantially equivalent or comparable position" is one that provides the Participant substantially the same level of responsibility and Base Salary as the Participant's position with the Company or an Affiliate on the date of the Participant's Covered Termination.

(vi) Prior to the date of the Participant's Covered Termination, the Participant is offered an identical or substantially equivalent or comparable position with the Company or an Affiliate as the Participant's then current position with the Company or an Affiliate. For purposes of the foregoing, a "substantially equivalent or comparable position" is one that provides the Participant substantially the same level of responsibility and Base Salary as the Participant's then current position; *provided, however*, that a Participant shall not be considered to be offered a "substantially equivalent or comparable position" if a resignation by the Participant would constitute a Constructive Termination.

(vii) The Participant has failed to execute or has revoked the Release described in Section 5(a).

(viii) The Participant fails to return all Company Property. For this purpose, "***Company Property***" means all documents (and all copies thereof) and other property of the Company or an Affiliate which the Participant had in his or her possession at any time, including, but not limited to, files, notes, drawings, records, plans, forecasts, reports, studies, analyses, proposals, agreements, financial information, research and development information, sales and marketing information, operational and personnel information, specifications, code, software, databases, computer-recorded information, tangible property and equipment (including, but not limited to, computers, printers, facsimile machines, mobile telephones and other mobile devices, and servers), credit cards, entry cards, identification badges and keys, and any materials of any kind which is owned by the Company or an Affiliate or contain or embody any proprietary or confidential information of the Company or an Affiliate (and all reproductions thereof in whole or in part).

(c) Termination of Benefits. A Participant's right to receive benefits under this Plan shall terminate immediately if, at any time prior to or during the period for which the Participant is receiving benefits hereunder, the Participant, without the prior written approval of the Plan Administrator, willfully breaches a material provision of the Participant's *Employee Confidentiality Agreement* or the Company's *Code of Conduct*.

SECTION 4. AMOUNT OF BENEFITS.

Subject to the limitations set forth in Section 3, Section 5 and Section 6, in the event of a Participant's Covered Termination, the Participant shall be entitled to receive the benefits described in Sections 4(a), 4(b) and 4(c).

(a) Cash Severance Payment. The Company shall make a cash severance payment to the Participant in an amount equal to the sum of:

(i) the Participant's Final Base Salary multiplied by the percentage set forth below that applies to the Participant, plus

(ii) the product of (A) the Participant's Final Base Salary, (B) the Participant's Bonus Percentage, and (C) the percentage set forth below that applies to the Participant, plus

(iii) the product of (A) the Participant's Final Base Salary, (B) the Participant's Bonus Percentage and (C) the Participant's Bonus Multiplier;

provided, *however*, that the gross amount of such cash severance payment shall be reduced by the gross amount of any payment made to or earned by the Participant on or prior to the date of the Participant's Covered Termination for performance for the calendar year in which the Covered Termination occurs under any bonus (including sales or incentive compensation) plan maintained by the Company or an Affiliate (which, for purposes of clarification and as determined by the Plan Administrator, shall not include any one-time or extraordinary bonus payments made to or earned by the Participant outside of a plan for performance for such calendar year). Such cash severance payment shall be paid in accordance with Section 6.

If the Participant is at the time of the Covered Termination a:	**Applicable Percentage:**
Vice President (Grade 14)	100 %
Senior Vice President and Executive Vice President (Grades 15 - 18)	150 %
Chief Executive Officer, Executive Chairman or President	200 %

(b) US Participants Only: Health Continuation Coverage.

(i) For US Participants, and provided that (A) the US Participant is eligible to continue coverage under a health, dental or vision insurance plan sponsored by the Company or an Affiliate upon the US Participant's Covered Termination pursuant to COBRA, and (B) the US Participant makes an election to continue such coverage pursuant to COBRA within the time period prescribed under COBRA, then the US Participant shall be entitled to payment by the Company of all of the applicable COBRA premiums for such health, dental or vision insurance plan coverage from the date of the US Participant's Covered Termination through the earliest of (A) a period of twelve (12) months following such date in the case of a Vice President (grade 14),eighteen (18) months following such date in the case of a Senior Vice President, Executive Vice President, or above (grades 15 - 18) (but not the Chief Executive Officer, Executive Chairman or President), and twenty-four (24) months following such date in the case of the Chief Executive Officer, Executive Chairman or President, (B) the US Participant's death or (C) the effective date of the US Participant's coverage by a health, dental or vision insurance plan of a subsequent employer (such period from the date of the Participant's Covered Termination through the earliest of (A) through (C), the "***COBRA Payment Period***"), with such coverage counted as coverage pursuant to COBRA. Such COBRA premium payments shall be inclusive of premiums for the US Participant's eligible dependents for such health, dental or vision insurance plan coverage as in effect immediately prior to the date of the US Participant's Covered Termination, provided that such dependents continue to be eligible for such coverage during the COBRA Payment Period.

(ii) No COBRA premium payments (or any other payments for health, dental or vision insurance plan coverage by the Company or an Affiliate) shall be made following the US Participant's death or the effective date of the US Participant's coverage by a health, dental or vision insurance plan of a subsequent employer. Each US Participant shall be required to provide written notification to the Plan Administrator immediately if the US Participant becomes covered by a health, dental or vision insurance plan of a subsequent employer.

(iii) No provision of this Plan will affect the continuation coverage rules under COBRA, except that the Company's payment of any applicable COBRA premiums will be credited as payment by the US Participant for purposes of the US Participant's payment required under COBRA. Therefore, the period during which the US Participant may elect to continue the Company's or its Affiliate's health, dental or vision insurance plan coverage at his or her own expense under COBRA, the length of time during which COBRA coverage will be made available to the US Participant, and all other rights and obligations of the US Participant under COBRA (except the Company's obligation, if any, to pay COBRA premiums under this Section 4(b)) will be applied in the same manner that such rules would apply in the absence of this Plan. Upon the conclusion of any COBRA Payment Period, the US Participant will be responsible for the entire payment of premiums required under COBRA for the remainder of the COBRA period.

(iv) For purposes of this Section 4(b), (i) references to COBRA shall be deemed to refer also to analogous provisions of state law, and (ii) any applicable insurance premiums that are paid by the Company shall not include any amounts payable by a US Participant under an Internal Revenue Code Section 125 health care reimbursement plan, which amounts, if any, are the sole responsibility of the US Participant.

(v) Notwithstanding the foregoing but subject to Section 6, if at any time the Plan Administrator determines, in its sole discretion, that its payment of COBRA premiums on the US Participant's behalf would result in a violation of applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then in lieu of paying COBRA premiums pursuant to this Section 4(b), the Company will pay to the US Participant, on the last day of each remaining month of the COBRA Payment Period, a fully taxable cash payment equal to the COBRA premiums for such month, subject to applicable tax withholding (such amount, the "***Special Severance Payment***"), and such Special Severance Payment will be made without regard to the US Participant's payment of COBRA premiums and without regard to the expiration of the COBRA period prior to the end of the COBRA Payment Period.

(vi) Such COBRA premium payments and Special Severance Payments, if any, shall be paid in accordance with Section 6.

(vii) For Participants outside the US, the Participant shall be provided a payment equal to the applicable number of months based on their grade (as specified in Section 4(b)(i)) multiplied by the full monthly premium amount(s) for such Participant's health, dental and/or vision insurance plan coverage (sponsored by the Company or an Affiliate) which is in effect as of the effective date of the Covered Termination. Such payment shall be paid in accordance with Section 6.

(c) Stock Award Vesting Acceleration. The vesting (and exercisability, if applicable) of all outstanding options to purchase the Company's ordinary shares, stock appreciation rights or similar rights or other rights with respect to the Company's ordinary shares, and any other stock awards granted to the Participant pursuant to any equity incentive plan of the Company that are held by the Participant on the date of the Participant's Covered Termination shall be accelerated in full.

(d) Other Employee Benefits. All other benefits (such as life insurance, disability coverage and 401(k) plan coverage as applicable) provided by the Company or an Affiliate shall terminate as of the date of the Participant's Covered Termination (except to the extent that a conversion privilege may be available thereunder).

(e) Additional Benefits. Notwithstanding the foregoing, the Plan Administrator may, in its sole discretion, provide benefits in addition to those pursuant to Sections 4(a), 4(b) and 4(c) to one or more Participants chosen by the Plan Administrator, in its sole discretion, and the provision of any such benefits to a Participant shall in no way obligate the Company to provide such benefits to any other Participant, even if similarly situated.

SECTION 5. LIMITATIONS ON BENEFITS.

(a) Release. In order to be eligible to receive benefits under the Plan, a Participant must (i) execute and return to the Company within the applicable time period set forth therein a general waiver and release of all known and unknown claims (a "***Release***"), which for US Participants shall be in the substantial form as attached hereto as **EXHIBIT A**, **EXHIBIT B**, or **EXHIBIT C**, as appropriate, and for Participants outside the US shall be in the form provided by the Company, and (ii) not revoke the Release within the revocation period (if any) set forth therein; *provided, however*, that in no event may the applicable time period or revocation period extend beyond sixty (60) days following the date of the Participant's Covered Termination. The Plan Administrator, in its sole discretion, may modify the form of the Release to comply with applicable law and shall determine the form of the Release, which may be incorporated into a separation agreement, settlement agreement, compromise agreement, or other agreement with the Participant.

Certain Reductions. The Plan Administrator, in its sole discretion, shall have the authority to reduce or otherwise adjust a Participant's benefits under the Plan, in whole or in part, by any other severance benefits,, or other similar benefits payable to the Participant by the Company or an Affiliate that become payable in connection with the Participant's termination of employment with the Company or an Affiliate pursuant to (i) any applicable legal requirement, including, without limitation, the Worker Adjustment and Retraining Notification Act (the "***WARN Act***"), the California Plant Closing Act or any other similar applicable local law, or (ii) any policy or practice of the Company or an Affiliate providing for the Participant to remain on payroll for a limited period of time after being given notice of the termination of the Participant's employment. The benefits provided under this Plan are intended to satisfy, in whole or in part, any and all statutory obligations of the Company and its Affiliates that may arise out of a Participant's termination of employment, and the Plan Administrator shall so construe and implement the terms of the Plan. Any reductions that the Company determines to make pursuant to this Section 5(b) shall be made such that any benefit under the Plan shall be reduced solely by any similar type of benefit under such legal requirement, policy or practice (*i.e.*, any cash severance benefits under the Plan shall be reduced solely by any cash severance benefits under such legal requirement, policy or practice, and any continued health insurance benefits under the Plan shall be reduced solely by any continued health insurance benefits under such legal requirement, policy or practice). The Plan Administrator's decision to apply such reductions to the benefits of one Participant under the Plan and the amount of such reductions shall in no way obligate the Plan Administrator to apply the same reductions in the same amounts to the benefits of any other Participant under the Plan, even if similarly situated. In the Plan Administrator's sole discretion, such reductions may be applied on a retroactive basis, with benefits previously paid being re-characterized as payments or other benefits pursuant to the Company's or an Affiliate's statutory or other obligations.

(b) US Participants Only: Parachute Payments.

(i) Except as otherwise provided in a written agreement between a Participant and the Company or an Affiliate, if any payment or benefit a Participant will or may receive from the Company or otherwise (a "***280G Payment***") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "***Excise Tax***"), then any such 280G Payment pursuant to this Plan (a "***Payment***") shall be equal to the Reduced Amount. The "***Reduced Amount***" shall be either (x) the largest portion of the Payment that would result in no portion of the Payment (after reduction) being subject to the Excise Tax or (y) the largest portion, up to and including the total, of the Payment, whichever amount (*i.e.*, the amount determined by clause (x) or by clause (y)), after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in

the Participant's receipt, on an after-tax basis, of the greater economic benefit notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in a Payment is required pursuant to the preceding sentence and the Reduced Amount is determined pursuant to clause (x) of the preceding sentence, the reduction shall occur in the manner (the "***Reduction Method***") that results in the greatest economic benefit for the Participant. If more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata (the "***Pro Rata Reduction Method***").

Notwithstanding any provision of Section 5(c)(i) to the contrary, if the Reduction Method or the Pro Rata Reduction Method would result in any portion of the Payment being subject to taxes pursuant to Section 409A of the Code and the regulations and other guidance thereunder and any state law of similar effect (collectively, "***Section 409A***") that would not otherwise be subject to taxes pursuant to Section 409A, then the Reduction Method and/or the Pro Rata Reduction Method, as the case may be, shall be modified so as to avoid the imposition of taxes pursuant to Section 409A as follows: (A) as a first priority, the modification shall preserve, to the greatest extent possible, the greatest economic benefit for the Participant as determined on an after-tax basis; (B) as a second priority, Payments that are contingent on future events (*e.g.*, being terminated without Cause) shall be reduced (or eliminated) before Payments that are not contingent on future events; and (C) as a third priority, Payments that are "deferred compensation" within the meaning of Section 409A shall be reduced (or eliminated) before Payments that are not "deferred compensation" within the meaning of Section 409A.

(ii) The independent registered public accounting firm engaged by the Company for general audit purposes as of the day prior to the effective date of the event described in Section 280G(b)(2)(A)(i) of the Code shall perform the foregoing calculations. If the independent registered public accounting firm so engaged by the Company is serving as accountant or auditor for the individual, entity or group effecting such event, the Company shall appoint a nationally recognized independent registered public accounting firm to make the determinations required hereunder. The Company shall bear all expenses with respect to the determinations by such independent registered public accounting firm required to be made hereunder. The Company shall use commercially reasonable efforts to cause the independent registered public accounting firm engaged to make the determinations hereunder to provide its calculations, together with detailed supporting documentation, to the Company and the Participant within thirty (30) calendar days after the date on which the Participant's right to a 280G Payment becomes reasonably likely to occur (if requested at that time by the Company or the Participant) or such other time as requested by the Company or the Participant.

(iii) If the Participant receives a Payment for which the Reduced Amount was determined pursuant to clause (x) of Section 5(c)(i) and the Internal Revenue Service determines thereafter that some portion of the Payment is subject to the Excise Tax, the Participant agrees to promptly return to the Company a sufficient amount of the Payment (after reduction pursuant to clause (x) of Section 5(c)(i)) so that no portion of the remaining Payment is subject to the Excise Tax. For the avoidance of doubt, if the Reduced Amount was determined pursuant to clause (y) of Section 5(c)(i), the Participant shall have no obligation to return any portion of the Payment pursuant to the preceding sentence.

(c) Mitigation. Except as otherwise specifically provided herein, a Participant shall not be required to mitigate damages or the amount of any payment provided under this Plan by seeking other employment or otherwise, nor shall the amount of any payment provided for under this Plan be reduced by any compensation earned by a Participant as a result of employment by another employer or any retirement benefits received by the Participant after the date of the Participant's Covered Termination, except for health continuation coverage provided pursuant to Section 4(b).

Non-Duplication of Benefits. Except as otherwise specifically provided for herein, no Participant is eligible to receive benefits under this Plan or pursuant to other contractual obligations more than one time. This Plan is designed to provide certain severance benefits to Participants pursuant to the terms and conditions set forth in this Plan. The payments pursuant to this Plan are in addition to, and not in lieu of, any unpaid salary, bonuses, incentive compensation or benefits to which a Participant may be entitled for the period ending with the date of the Participant's Covered Termination, save insofar as those sums are deducted from the benefits paid under this Plan pursuant to Section 5(b) above.

SECTION 6. TIME OF PAYMENT AND FORM OF BENEFITS.

(a) General Rules. Except as otherwise set forth in the Plan, in the event of a Participant's Covered Termination, benefits under the Plan shall be paid to the Participant in accordance with the following:

(i) Any cash severance payment under the Plan shall be paid to the Participant in a single lump sum payment on the sixtieth (60^{th}) day following the date of the Participant's Covered Termination.

(ii) For US Participants only: Any COBRA premium payments under the Plan shall be paid on a monthly basis during the COBRA Payment Period; *provided, however*, that the first such payment shall be paid on the sixtieth (60^{th}) day following the date of the Participant's Covered Termination, in an amount equal to the aggregate amount of COBRA premium payments that the Company would have paid through such sixtieth (60^{th}) day had such payments commenced on the date of the Participant's Covered Termination, with the balance of such payments paid thereafter on the foregoing monthly schedule.

(iii) For US Participants only: Any Special Severance Payments, if applicable, under the Plan shall be paid on a monthly basis in accordance with Section 4(b)(v); *provided, however*, that if any Special Severance Payment(s) is payable with respect to the first sixty (60) days following the date of the Participant's Covered Termination, such Special Severance Payment(s) shall be paid on the sixtieth (60^{th}) day following the date of the Participant's Covered Termination, with the balance of such payments paid thereafter on the foregoing monthly schedule.

(iv) The vesting (and exercisability, if applicable) of any Stock Award shall be accelerated pursuant to Section 4(c) on the sixtieth (60^{th}) day following the date of the Participant's Covered Termination. In order to give effect to the intent of this provision, in the event of a Participant's Covered Termination, notwithstanding anything to the contrary set forth in any applicable equity incentive plan of the Company or any agreement evidencing a Stock Award, in no event will any portion of the Participant's Stock Award be forfeited or terminate any earlier than the sixtieth (60^{th}) day following the date of the Participant's Covered Termination; *provided, however*, that no provision in the Plan shall affect any provision in any applicable equity incentive plan of the Company or any agreement evidencing a Stock Award that provides for the acceleration of vesting (and exercisability, if applicable) of such Stock Award.

For US Participants only: In no event shall payment of any benefit under the Plan be made unless (A) the US Participant's Covered Termination constitutes a "separation from service" (as defined in Treasury Regulation Section 1.409A-1(h) without regard to any alternative definition thereunder ("***Separation from Service***")) and (B) the US Participant has executed and returned a Release and the revocation period

(if any) with respect to such Release has expired in accordance with Section 5(a) prior to the sixtieth (60^{th}) day following the date of the USParticipant's Covered Termination.

(b) Applicable for US Participants only: Application of Section 409A. It is intended that all of the benefits payable to US Participants under this Plan satisfy, to the greatest extent possible, the exemptions from the application of Section 409A provided under Treasury Regulations 1.409A-1(b)(4), 1.409A-1(b)(5) and 1.409A-1(b)(9), and that this Plan will be construed to the greatest extent possible as consistent with those provisions, and to the extent not so exempt, this Plan (and any definitions hereunder) will be construed in a manner that complies with Section 409A. For purposes of Section 409A (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), a US Participant's right to receive any installment payments under this Plan (whether severance payments, reimbursements or otherwise) shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment hereunder shall at all times be considered a separate and distinct payment. Notwithstanding anything to the contrary herein, if the Plan Administrator determines that a US Participant is, upon his or her Separation from Service, a "specified employee" for purposes of Section 409A, then, solely to the extent necessary to avoid adverse personal tax consequences under Section 409A, (i) the commencement of any benefit payments under the Plan shall be delayed until the earlier of (A) six (6) months and one (1) day after the US Participant's Separation from Service (or such longer period as is required under Section 409A) and (B) the date of the US Participant's death (such applicable date, the "***Delayed Initial Payment Date***"), and (ii) the Company shall (A) pay the US Participant a lump sum amount equal to the sum of any benefit payments that the US Participant otherwise would have received through the Delayed Initial Payment Date if the commencement of such benefit payments had not been delayed pursuant to this paragraph and (B) commence paying the balance, if any, of such benefit payments in accordance with the applicable payment schedule.

(c) Application of Section 252 and 253 of the Companies Act. This Plan is entered into for the benefit of Participants in the ordinary course of their employment. It is not intended to provide for any payment by way of compensation for loss of office or consideration for or in connection with the retirement from office of a director of the Company in connection with the transfer of the whole or any part of the undertaking or property of the Company within the meaning of Section 252 of the Companies Act nor to provide for a payment giving rise to a duty of a director of the Company pursuant to Section 253 of the Companies Act.

(d) Tax Withholding. All payments under the Plan will be subject to all applicable tax withholding obligations of the Company and any Affiliate, including, without limitation, obligations to withhold for income and employment taxes under applicable local law, including applicable federal, state and local laws.

(e) Indebtedness of Participants. If a Participant is indebted to the Company or an Affiliate on the date of his or her Covered Termination, the Plan Administrator reserves the right to offset any severance payments under the Plan by the amount of such indebtedness.

SECTION 7. RIGHT TO INTERPRET PLAN; AMENDMENT AND TERMINATION.

(a) Exclusive Discretion. The Plan Administrator shall have the exclusive discretion and authority to establish rules, forms, and procedures for the administration of the Plan, and to

construe and interpret the Plan and to decide any and all questions of fact, interpretation, definition, computation or administration arising in connection with the operation of the Plan, including, but not limited to, the eligibility to participate in the Plan and amount of benefits paid

under the Plan. The rules, interpretations, computations and other actions of the Plan Administrator shall be binding and conclusive on all persons.

(b) Amendment or Termination. The Company reserves the right to amend or terminate this Plan, or the benefits provided hereunder, at any time; *provided, however,* that no such amendment or termination shall occur following a Change in Control or a Covered Termination as to any Participant who would be adversely affected by such amendment or termination unless such Participant consents in writing to such amendment or termination. Any action amending or terminating the Plan shall be in writing and executed by a duly authorized officer of the Company.

SECTION 8. NO IMPLIED RETENTION OF EMPLOYMENT.

The Plan shall not be deemed (i) to give any employee or other person any right to be retained in the employ of the Company or an Affiliate, or (ii) to interfere with the right of the Company or an Affiliate to discharge any employee or other person at any time, with or without advance notice, and with or without cause, which right is hereby reserved.

SECTION 9. LEGAL CONSTRUCTION.

This Plan is intended to be governed by and shall be construed in accordance with ERISA and, to the extent not preempted by ERISA, the laws of the State of California.

SECTION 10. APPLICABLE TO US PARTICIPANTS ONLY: CLAIMS, INQUIRIES AND APPEALS.

(a) Claims for Benefits and Inquiries. Any claim from US Participants for benefits, inquiries about the Plan or inquiries about present or future rights under the Plan must be submitted to the Plan Administrator in writing by a claimant (or his or her authorized representative). The Plan Administrator is set forth in Section 12(d). Certain capitalized terms used in this Section 10 are defined in Section 10(e) below.

The Plan must ensure that all Disability Claims and related appeals are adjudicated in a manner designed to ensure the independence and impartiality of the persons involved in making the decision. Accordingly, decisions regarding hiring, compensation, termination, promotion, or other similar matters with respect to any individual (such as a claims adjudicator or medical or vocational expert) must not be made based upon the likelihood that the individual will support the denial of benefits.

(b) Denial of Claims. The Plan Administrator shall make a benefit determination and communicate its decision, electronically or in writing, to the claimant in accordance with its claim practices, which shall comply with Department of Labor regulations.

(i) Claims other than Disability Claims. In the event that any claim for benefits that is not a Disability Claim is denied in whole or in part, the Plan Administrator must provide the claimant with Notice of the Adverse Benefit Determination within a reasonable

period of time, but not later than ninety (90) days after the Plan Administrator's receipt of the written claim for benefits, unless the Plan Administrator determines that special circumstances require an extension of time for processing the claim. If the Plan Administrator determines that an extension of time for processing is required, written Notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period. In no event shall such extension exceed a period of ninety (90) days from the end of such initial period. The extension Notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to render the benefit determination.

(ii) Disability Claims. In the event that any claim for benefits that is a Disability Claim is denied in whole or in part, the Plan Administrator must provide the claimant with Notice of the Adverse Benefit Determination within a reasonable period of time, but not later than forty-five (45) days after the Plan Administrator's receipt of the written claim for benefits. This period may be extended for up to thirty (30) days, provided that the Plan Administrator both (A) determines that such an extension is necessary due to matters beyond the control of the Plan and (B) notifies the claimant, prior to the expiration of the initial forty-five
(45) day period, of the circumstances requiring the extension of time and the date by which the Plan Administrator expects to render a decision. If, prior to the end of the first thirty (30) day extension period, the Plan Administrator determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within the first thirty (30) day extension period, the period for making the determination may be extended for up to an additional thirty (30) days, provided that the Plan Administrator notifies the claimant, prior to the expiration of the first thirty (30) day extension period, of the circumstances requiring the extension and the date as of which the Plan Administrator expects to render a decision. Any Notice of extension under this paragraph shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the claimant shall be afforded at least forty-five (45) days within which to provide the specified information.

(iii) Content of Notice of Adverse Benefit Determination other than Disability Claims. The Plan Administrator shall provide the claimant with written or electronic Notification of any Adverse Benefit Determination. Any electronic Notification shall comply with the standards imposed by Section 2520.104b-1(c)(i), (iii) and (iv) of Part 29 of the Code of Federal Regulations. Any Notice of Adverse Benefit Determination shall set forth in a manner calculated to be understood by the claimant:

(A) The specific reason or reasons for the Adverse Benefit Determination;

(B) Reference to the specific Plan provision(s) on which the Adverse Benefit Determination is based;

(C) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and

(D) A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an Adverse Benefit Determination on review.

(iv) Content of Notice of Adverse Benefit Determination Involving a Disability Claim. In the case of an Adverse Benefit Determination involving a Disability Claim, any Notice of Adverse Benefit Determination shall set forth all of the content listed in Section 10(b)(iii) above plus the following, all provided in a culturally and linguistically appropriate manner as described in Section 2560.503-l(o) of Part 29 of the Code of Federal Regulations:

(A) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the Adverse Benefit Determination, either the specific rule, guideline, protocol, or other similar criterion, or a statement that such a rule, guideline, protocol, or other similar criterion does not exist;

(B) A discussion of the decision, including an explanation of the basis for disagreeing with or not following (x) the views presented by the claimant to the Plan of Health Care Professionals treating the claimant and vocational professionals who evaluated the claimant; (y) the views of medical or vocational experts whose advice was obtained on behalf of

the Plan in connection with a claimant's Adverse Benefit Determination, without regard to whether the advice was relied on in making the benefit determination; and (z) a disability determination regarding the claimant presented by the claimant to the Plan made by the Social Security Administration;

(C) If the Adverse Benefit Determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either (x) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or (y) a statement that such explanation will be provided free of charge upon request; and

(D) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all Relevant Records.

(c) Request for a Review. Each claimant (or his or her authorized representative) shall have a reasonable opportunity to appeal an Adverse Benefit Determination to an appropriate named fiduciary for a full and fair review of the claim and the Adverse Benefit Determination.

(i) Claims other than Disability Claims. In the case of a request for review not involving a Disability Claim, the written request for review must be furnished to the Plan Administrator within sixty (60) days following the claimant's receipt of the Notice of an Adverse Benefit Determination. The claimant shall be provided with an opportunity to submit written comments, documents, records, and other information relating to the claimant's claim for benefits. The Plan Administrator shall provide the claimant, upon request and free of charge, reasonable access to, and copies of, all Relevant Records. The Plan Administrator's review of the claimant's appeal shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such

information was submitted or considered in the initial benefit determination. If the claimant fails to request a review within the above-stated period, the claimant shall have waived the right to a review of the denial of his or her claim.

(ii) Disability Claims. In the case of a request for review involving a Disability Claim, the written request for review must be furnished to the Plan Administrator within one hundred eighty (180) days following the claimant's receipt of the Notice of an Adverse Benefit Determination. The claimant shall be provided with an opportunity to submit written comments, documents, records, and other information relating to the claimant's claim for benefits. The Plan Administrator shall provide the claimant, upon request and free of charge, reasonable access to, and copies of, all Relevant Records. The Plan Administrator's review of the claimant's appeal shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. Further, the Plan Administrator's review of the claimant's appeal shall not afford deference to the initial Adverse Benefit Determination and shall be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the initial Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of such individual. If the claimant fails to request a review within the above-stated period, the claimant shall have waived the right to a review of the denial of his or her claim.

If the appeal involves an Adverse Benefit Determination that is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the appropriate named fiduciary shall consult with a Health Care Professional who has appropriate training and experience in the field of medicine involved in the medical judgment. Such Health Care Professional shall be an individual who is neither an individual who was consulted in connection with the initial Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of any such individual.

The Plan Administrator shall provide the claimant with the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the claimant's initial Adverse Benefit Determination, without regard to whether the advice was relied upon in making the Adverse Benefit Determination.

Before the Plan Administrator can issue an Adverse Benefit Determination on review involving a Disability Claim, the Plan Administrator shall provide the claimant, free of charge, with any new or additional evidence considered, relied upon, or generated by the Plan Administrator, the Plan, or any other person making the benefit determination (or at the direction of the Plan Administrator, the Plan or such other person) in connection with the claim. Such evidence must be provided as soon as possible and sufficiently in advance of the date on which the Notice of Adverse Benefit Determination on review is required to be provided so as to give the claimant a reasonable opportunity to respond prior to that date.

Furthermore, before the Plan Administrator can issue an Adverse Benefit Determination on review involving a Disability Claim based on a new or additional rationale, the Plan Administrator shall provide the claimant, free of charge, with the rationale. Such rationale

must be provided as soon as possible and sufficiently in advance of the date on which the Notice of Adverse Benefit Determination on review is required to be provided to give the claimant a reasonable opportunity to respond prior to that date.

(iii) Timing of Notice of Benefit Determination on Review. The Plan Administrator shall notify a claimant of its decision on review within a reasonable period of time, but not later than sixty (60) days after the Plan Administrator's receipt of the claimant's request for review, unless the Plan Administrator determines that special circumstances require an extension of time for processing the claim. If the Plan Administrator determines that an extension of time for processing is required, written Notice of the extension shall be furnished to the claimant prior to the termination of the initial sixty (60) day period. In no event shall such extension exceed a period of sixty (60) days from the end of the initial sixty (60) day period. The extension Notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to render the determination on review. Notwithstanding the foregoing, if a claimant's request for review involves a Disability Claim, the references to sixty (60) days in this paragraph shall be replaced by forty-five (45) days.

(iv) Contents of Notice of Benefit Determination on Review. The Plan Administrator shall provide a claimant with written or electronic Notification of its benefit determination on review. Any electronic Notification shall comply with the standards imposed by Section 2520.104b-1(c)(i), (iii) and (iv) of Part 29 of the Code of Federal Regulations. In the case of an Adverse Benefit Determination, the Notification shall set forth, in a manner calculated to be understood by the claimant:

(A) The specific reason or reasons for the Adverse Benefit Determination;

(B) Reference to the specific Plan provision(s) on which the benefit determination is based;

(C) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all Relevant Records;

(D) A statement describing any voluntary appeal procedures offered by the Plan and the claimant's right to obtain the information about such procedures described in Section 2560.503-1(c)(3)(iv) of Part 29 of the Code of Federal Regulations;

(E) A statement of the claimant's right to bring an action under Section 502(a) of ERISA;

(F) In the case of an Adverse Benefit Determination involving a Disability Claim, any Notice of Adverse Benefit Determination shall set forth all of the content listed immediately above in this Section 10(c)(iv) plus the following, all provided in a culturally and linguistically appropriate manner as described in Section 2560.503-l(o) of Part 29 of the Code of Federal Regulations:

(1) The statement of the claimant's right to bring an action under Section 502(a) of ERISA also shall describe any applicable contractual limitations period

that applies to the claimant's right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim;

(2) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the Adverse Benefit Determination, either the specific rule, guideline, protocol, or other similar criterion, or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criterion do not exist;

(3) If the Adverse Benefit Determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either (x) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or (y) a statement that such explanation will be provided free of charge upon request; and

(4) A discussion of the decision, including an explanation or basis for disagreeing with or not following (x) the views presented by the claimant to the Plan of Health Care Professionals treating the claimant and vocational professionals who evaluated the claimant; (y) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claimant's Adverse Benefit Determination, without regard to whether the advice was relied on in making the benefit determination; and (z) a disability determination regarding the claimant presented by the claimant to the Plan made by the Social Security Administration.

(v) Furnishing Documents. In the case of an Adverse Benefit Determination on review, the Plan Administrator shall provide the claimant access to, and copies of, documents, records and other information described in Sections 10(c)(iv)(C), (D), (E) and (F)(1) above, if applicable and as appropriate.

(d) Calculating Time Periods.

(i) Calculating Time Periods for Initial Benefit Determination. The period of time within which a benefit determination is required to be made shall begin at the time a claim is filed, without regard to whether all the information necessary to make a benefit determination accompanies the filing. In the case of a Disability Claim, in the event that a period of time for making the benefit determination is extended due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination shall be tolled from the date on which the Notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

(ii) Calculating Time Periods for Benefit Determination on Review. The period of time within which a benefit determination on review is required to be made shall begin at the time an appeal is filed, without regard to whether all the information necessary to make a benefit determination on review accompanies the filing. In the event that the period of time for making the benefit determination on review is extended due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on review shall be tolled from the date on which the Notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

(e) Definitions for Claims and Appeals Procedures.

(i) "***Adverse Benefit Determination***" means any of the following:

(A) A denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of an individual's eligibility to participate in the Plan; and

(B) Any rescission of Disability coverage with respect to an individual (whether or not, in connection with the rescission, there is an adverse effect on any particular benefit at that time). For this purpose, the term "rescission" means a cancellation or discontinuance of coverage that has retroactive effect, except to the extent it is attributable to failure to timely pay required premiums or contributions toward the cost of coverage.

(ii) "***Disability Claim***" means a claim for benefits under the Plan based on a Participant's Covered Termination due to the Participant's Disability.

(iii) "***Health Care Professional***" means a physician or other health care professional who is licensed, accredited, or certified to perform specified health services consistent with applicable state law.

(iv) ***"Notice" or "Notification"*** means the delivery or furnishing of information to an individual in a manner that satisfies the requirements of the Section 2520.104b-1(b) of Part 29 of the Code of Federal Regulations as appropriate with respect to material required to be furnished or made available to an individual.

(v) ***"Relevant Records"*** means any document, record, or other information that:

(A) The Plan Administrator relied upon in making the benefit determination for the claimant's claim;

(B) Was submitted, considered, or generated in the course of making the benefit determination for the claimant's claim, without regard to whether such document, record, or other information was relied upon in making the benefit determination;

(C) Demonstrates compliance with the administrative processes and safeguards required pursuant to Section 2560.503-1(b)(5) of Part 29 of the Code of Federal Regulations in making the benefit determination for the claimant's claim; or

(D) In the case of a Disability Claim, constitutes a statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit for the claimant's diagnosis, without regard to whether such advice or statement was relied upon in making the benefit determination.

(f) Exhaustion of Remedies.

(i) Claims other than Disability Claims. In the case of a claim that is not a Disability Claim, no legal action for benefits under the Plan may be brought until the claimant
(A) has submitted a written claim for benefits in accordance with the procedures described by Section 10(a) above, (B) has been notified by the Plan Administrator that the claim is denied, (C) has filed a written request for a review of the claim in accordance with the appeal procedure described in Section 10(c) above, and (D) has been notified that the Plan Administrator has denied the appeal. Notwithstanding the foregoing, if the Plan fails to establish or follow claims procedures consistent with the applicable Department of Labor regulations, the claimant may bring legal action for benefits under the Plan pursuant to Section 502(a) of ERISA on the basis that the Plan has failed to provide a reasonable claims procedure that would yield a decision on the merits of the claim.

(ii) Disability Claims. In the case of a Disability Claim, if the Plan fails to strictly adhere to all the requirements of these procedures and applicable Department of Labor regulations for Disability Claims, the claimant is deemed to have exhausted the administrative remedies available under the Plan except as provided in the paragraph immediately below. Accordingly, the claimant is entitled to pursue any available remedies under Section 502(a) of ERISA on the basis that the Plan has failed to provide a reasonable claims procedure that would yield a decision on the merits of the claim. If a claimant chooses to pursue remedies under Section 502(a) of ERISA under such circumstances, the Disability Claim or appeal is deemed denied on review without the exercise of discretion by an appropriate fiduciary.

Notwithstanding the preceding paragraph, the administrative remedies available under the Plan with respect to Disability Claims will not be deemed exhausted based on *de minimis* violations that do not cause, and are not likely to cause, prejudice or harm to the claimant so long as the Plan demonstrates that the violation was for good cause or due to matters beyond the control of the Plan and that the violation occurred in the context of an ongoing, good faith exchange of information between the Plan and the claimant. This exception is not available if the violation is part of a pattern or practice of violations by the Plan. The claimant may request a written explanation of the violation from the Plan, and the Plan must provide such explanation within 10 days, including a specific description of its bases, if any, for asserting that the violation should not cause the administrative remedies available under the Plan to be deemed exhausted. If a court rejects the claimant's request for immediate review under the preceding paragraph on the basis that the Plan met the standards for the exception under this paragraph, the Disability Claim shall be considered as refiled on appeal upon the Plan's receipt of the decision of the court. Within a reasonable time after receipt of the decision, the Plan shall provide the claimant with Notice of the resubmission.

SECTION 11. BASIS OF PAYMENTS TO AND FROM PLAN.

The Plan shall be unfunded, and all benefits hereunder shall be paid only from the general assets of the Company.

SECTION 12. OTHER PLAN INFORMATION.

(a) Employer and Plan Identification Numbers. The Employer Identification Number assigned to the Company (which is the "Plan Sponsor" as that term is used in ERISA)

by the Internal Revenue Service is 98-1032470. The Plan Number assigned to the Plan by the Plan Sponsor pursuant to the instructions of the Internal Revenue Service is 502.

(b) Ending Date for Plan's Fiscal Year. The date of the end of the fiscal year for the purpose of maintaining the Plan's records is December 31.

(c) Agent for the Service of Legal Process. The agent for the service of legal process with respect to the Plan is:

Jazz Pharmaceuticals plc Attn: General Counsel
c/o Jazz Pharmaceuticals, Inc.
3170 Porter Drive Palo Alto, CA 94304

(d) Plan Sponsor and Administrator. The "Plan Sponsor" of the Plan is:

Jazz Pharmaceuticals plc Attn: General Counsel
c/o Jazz Pharmaceuticals, Inc.
3170 Porter Drive Palo Alto, CA 94304

The "Plan Administrator" of the Plan is as set forth in Section 2(x). The Plan Sponsor's and Plan Administrator's telephone number is (650) 496-3777. The Plan Administrator is the named fiduciary charged with the responsibility for administering the Plan.

SECTION 13. STATEMENT OF ERISA RIGHTS FOR US PARTICIPANTS.

US Participants in this Plan (which is a welfare benefit plan sponsored by Jazz Pharmaceuticals plc) are entitled to certain rights and protections under ERISA.

If you are a US Participant, you are considered a participant in the Plan for the purposes of this Section 13 and, under ERISA, you are entitled to:

(a) Receive Information About Your Plan and Benefits

(i) Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series), if applicable, filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration;

(ii) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan and copies of the latest annual report (Form 5500 Series), if applicable, and an updated (as necessary) Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies; and

(iii) Receive a summary of the Plan's annual financial report, if applicable. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

(b) Prudent Actions By Plan Fiduciaries. In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including US Participants' employer, union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

(c) Enforce Your Rights.

(i) If your claim for a Plan benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

(ii) For US-based participants, under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan, if applicable, and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

(iii) If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court.

(iv) If you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

(d) Assistance With Your Questions. If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

SECTION 14. GENERAL PROVISIONS.

(a) Notices. Any notice, demand or request required or permitted to be given by the Company, an Affiliate or a Participant pursuant to the terms of this Plan shall be in writing and

shall be delivered by hand, by prepaid registered or certified mail, or by overnight express courier service. Any such notice shall be deemed delivered and effective as follows: (i) if delivered by hand, at the time of delivery; (ii) if sent by prepaid registered mail, forty eight hours after deposit in the mail; and (iii) if delivered by overnight express courier service, on the next business day. Notice to the Company or an Affiliate shall be addressed to the address set forth in Section 12(d); notice to the Participant shall be addressed to the address as set forth in the

Company's or Affiliate's employment file maintained for the Participant as previously furnished by the Participant or such other address as a party may request by notifying the other in writing.

(b) Transfer and Assignment. The rights and obligations of a Participant under this Plan may not be transferred or assigned without the prior written consent of the Company. This Plan shall be binding upon (i) any surviving Entity resulting from a Change in Control in the event that such surviving Entity is not Jazz Pharmaceuticals plc, (ii) any Entity to which the assets of Jazz Pharmaceuticals plc and its Subsidiaries are sold, leased, exclusively licensed or otherwise disposed of in the event of a Change in Control under Section 2(g)(iv), and (iii) any other Entity or person who is a successor by merger, acquisition, consolidation or otherwise to the business formerly carried on by Jazz Pharmaceuticals plc, in each case without regard to whether or not such Entity or person actively assumes the obligations hereunder.

(c) Waiver. Any party's failure to enforce any provision or provisions of this Plan shall not in any way be construed as a waiver of any such provision or provisions, nor prevent any party from thereafter enforcing each and every other provision of this Plan. The rights granted the parties herein are cumulative and shall not constitute a waiver of any party's right to assert all other legal remedies available to it under the circumstances.

(d) Severability. Should any provision of this Plan be declared or determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

(e) Section Headings. Section headings in this Plan are included for convenience of reference only and shall not be considered part of this Plan for any other purpose.

The Executive Change in Control and Severance Benefit Plan was established effective as of May 1, 2007.

The Executive Change in Control and Severance Benefit Plan was amended and restated by the Board of Directors of Jazz Pharmaceuticals, Inc. on February 17, 2009.

The Executive Change in Control and Severance Benefit Plan was amended and restated by the Board of Directors of Jazz Pharmaceuticals, Inc. on October 24, 2011.

The Amended and Restated Executive Change in Control and Severance Benefit Plan was assumed by Jazz Pharmaceuticals plc effective as of January 18, 2012.

The Amended and Restated Executive Change in Control and Severance Benefit Plan was amended and restated by the Compensation Committee of the Board of Directors of Jazz Pharmaceuticals plc on February 14, 2012.

The Amended and Restated Executive Change in Control and Severance Benefit Plan was amended and restated by the Compensation Committee of the Board of Directors of Jazz Pharmaceuticals plc on April 24, 2012.

The Amended and Restated Executive Change in Control and Severance Benefit Plan was amended and restated by the Compensation Committee of the Board of Directors of Jazz Pharmaceuticals plc on July 31, 2013.

The Amended and Restated Executive Change in Control and Severance Benefit Plan was amended and restated by the Compensation Committee of the Board of Directors of Jazz Pharmaceuticals plc on February 10, 2016.

The Amended and Restated Executive Change in Control and Severance Benefit Plan was amended and restated by the Compensation Committee of the Board of Directors of Jazz Pharmaceuticals plc on July 31, 2019.

The Amended and Restated Executive Change in Control and Severance Benefit Plan was amended and restated by the Compensation and Management Development Committee of the Board of Directors of Jazz Pharmaceuticals plc on May 3, 2023.

EXHIBIT A

RELEASE AGREEMENT (“*RELEASE*”)

I understand and agree completely to the terms set forth in the Jazz Pharmaceuticals plc Amended and Restated Executive Change in Control and Severance Benefit Plan (the “*Plan*”).

I understand that this Release, together with the Plan, constitutes the complete, final and exclusive embodiment of the entire agreement between the Company and me with regard to the subject matter hereof. I am not relying on any promise or representation by the Company that is not expressly stated therein. Certain capitalized terms used in this Release are defined in the Plan.

I hereby confirm my obligations under my *Employee Confidential Information and Inventions Agreement* with the Company.

I hereby represent that I have been paid all compensation owed and for all hours worked, I have received all the leave and leave benefits and protections for which I am eligible, pursuant to the federal Family and Medical Leave Act, the California Family Rights Act, or any other applicable law or leave of absence policy, and I have not suffered any on-the-job injury for which I have not already filed a claim for workers compensation benefits.

In exchange for the consideration provided to me by this Release that I am not otherwise entitled to receive, I hereby generally and completely release Jazz Pharmaceuticals plc, Jazz Pharmaceuticals, Inc., my employer entity (if not Jazz Pharmaceuticals, Inc.), and their respective current and former directors, officers, employees, shareholders, partners, agents, attorneys, predecessors, successors, parent and subsidiary entities, insurers, affiliates, and assigns (collectively, the “***Released Parties***”) of and from any and all claims, liabilities and obligations, both known and unknown, that arise out of or are in any way related to events, acts, conduct, or omissions occurring prior to my signing this Release (collectively, the “***Released Claims***”).

The Released Claims include, but are not limited to: (1) all claims arising out of or in any way related to my employment, or the termination of that employment; (2) all claims related to my compensation or benefits from my employer (or any parent or subsidiary entities or affiliates of my employer), including salary, bonuses, commissions, vacation pay, expense reimbursements, severance pay, fringe benefits, stock, stock options, or any other ownership interests in Jazz Pharmaceuticals plc or any of its parent or subsidiary entities or affiliates; (3) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing; (4) all tort claims, including claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (5) all federal, state, and local statutory claims, including claims for discrimination, harassment, retaliation, attorneys’ fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the federal Americans with Disabilities Act of 1990, the federal Age Discrimination in Employment Act of 1967 (as

amended) ("***ADEA***"), the California Labor Code (as amended), the California Fair Employment and Housing Act (as amended), the Pennsylvania Equal Pay Law, the Pennsylvania Wage Payment and Collection Law, the City of Philadelphia Fair Practices Code, and the Pennsylvania Human Relations Act.

Notwithstanding the foregoing, the following are not included in the Released Claims (the "***Excluded Claims***"): (1) any rights or claims for indemnification I may have pursuant to any written indemnification agreement with any of the Released Parties to which I am a party, the charter, bylaws, or operating agreements of the Released Parties, or under applicable law; or (2) any rights which are not waivable as a matter of law. In addition, nothing in this Release prevents me from filing, cooperating with, or participating in any proceeding before the Equal Employment Opportunity Commission, the Department of Labor, or any other government agency, except that I hereby waive my right to any monetary benefits in connection with any such claim, charge or proceeding. I hereby represent and warrant that, other than the Excluded Claims, I am not aware of any claims I have or might have against any of the Released Parties that are not included in the Released Claims.

I acknowledge that I am knowingly and voluntarily waiving and releasing any rights I may have under the ADEA. I also acknowledge that the consideration given for the Released Claims is in addition to anything of value to which I was already entitled. I further acknowledge that I have been advised by this writing, as required by the ADEA, that: (1) the Released Claims do not apply to any rights or claims that arise after the date I sign this Release; (2) I should consult with an attorney prior to signing this Release (although I may choose voluntarily not to do so); (3) I have twenty-one (21) days to consider this Release (although I may choose to voluntarily to sign it sooner); (4) I have seven (7) days following the date I sign this Release to revoke it by providing written notice to the General Counsel of my employer or of Jazz Pharmaceuticals plc; and (5) this Release will not be effective until the date upon which the revocation period has expired unexercised, which will be the eighth day after I sign this Release (the "***Release Effective Date***").

I acknowledge that I have read and understand Section 1542 of the California Civil Code which reads as follows: **"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."** I hereby expressly waive and relinquish all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to my release of any claims hereunder, including but not limited to any unknown or unsuspected claims.

I acknowledge that I must sign and return this Release to the Company so that it is received not later than twenty-one (21) days following the date it is provided to me.

EXECUTIVE

Name: _____

Date: _____

EXHIBIT B

RELEASE AGREEMENT (*"RELEASE"*)

I understand and agree completely to the terms set forth in the Jazz Pharmaceuticals plc Amended and Restated Executive Change in Control and Severance Benefit Plan (the "*Plan*").

I understand that this Release, together with the Plan, constitutes the complete, final and exclusive embodiment of the entire agreement between the Company and me with regard to the subject matter hereof. I am not relying on any promise or representation by the Company that is not expressly stated therein. Certain capitalized terms used in this Release are defined in the Plan.

I hereby confirm my obligations under my *Employee Confidential Information and Inventions Agreement* with the Company.

I hereby represent that I have been paid all compensation owed and for all hours worked, I have received all the leave and leave benefits and protections for which I am eligible, pursuant to the federal Family and Medical Leave Act, the California Family Rights Act, or any other applicable law or leave of absence policy, and I have not suffered any on-the-job injury for which I have not already filed a claim for workers compensation benefits.

In exchange for the consideration provided to me by this Release that I am not otherwise entitled to receive, I hereby generally and completely release Jazz Pharmaceuticals plc, Jazz Pharmaceuticals, Inc., my employer entity (if not Jazz Pharmaceuticals, Inc.), and their respective current and former directors, officers, employees, shareholders, partners, agents, attorneys, predecessors, successors, parent and subsidiary entities, insurers, affiliates, and assigns (collectively, the "***Released Parties***") of and from any and all claims, liabilities and obligations, both known and unknown, that arise out of or are in any way related to events, acts, conduct, or omissions occurring prior to my signing this Release (collectively, the "***Released Claims***").

The Released Claims include, but are not limited to: (1) all claims arising out of or in any way related to my employment, or the termination of that employment; (2) all claims related to my compensation or benefits from my employer (or any parent or subsidiary entities or affiliates of my employer), including salary, bonuses, commissions, vacation pay, expense reimbursements, severance pay, fringe benefits, stock, stock options, or any other ownership interests in Jazz Pharmaceuticals plc or any of its parent or subsidiary entities or affiliates; (3) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing; (4) all tort claims, including claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (5) all federal, state, and local statutory claims, including claims for discrimination, harassment, retaliation, attorneys' fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the federal Americans with Disabilities Act of 1990, the federal Age Discrimination in Employment Act of 1967 (as

amended) ("***ADEA***"), the California Labor Code (as amended), the California Fair Employment and Housing Act (as amended), the Pennsylvania Equal Pay Law, the Pennsylvania Wage Payment and Collection Law, the City of Philadelphia Fair Practices Code, and the Pennsylvania Human Relations Act.

Notwithstanding the foregoing, the following are not included in the Released Claims (the "***Excluded Claims***"): (1) any rights or claims for indemnification I may have pursuant to any written indemnification agreement with any of the Released Parties to which I am a party, the charter, bylaws, or operating agreements of the Released Parties, or under applicable law; or (2) any rights which are not waivable as a matter of law. In addition, nothing in this Release prevents me from filing, cooperating with, or participating in any proceeding before the Equal Employment Opportunity Commission, the Department of Labor, or any other government agency, except that I hereby waive my right to any monetary benefits in connection with any such claim, charge or proceeding. I hereby represent and warrant that, other than the Excluded Claims, I am not aware of any claims I have or might have against any of the Released Parties that are not included in the Released Claims.

I acknowledge that I am knowingly and voluntarily waiving and releasing any rights I may have under the ADEA. I also acknowledge that the consideration given for the Released Claims is in addition to anything of value to which I was already entitled. I further acknowledge that I have been advised by this writing, as required by the ADEA, that: (1) the Released Claims do not apply to any rights or claims that arise after the date I sign this Release; (2) I should consult with an attorney prior to signing this Release (although I may choose voluntarily not to do so); (3) I have forty-five (45) days to consider this Release (although I may choose to voluntarily to sign it sooner); (4) I have seven (7) days following the date I sign this Release to revoke it by providing written notice to the General Counsel of my employer or of Jazz Pharmaceuticals plc; and (5) this Release will not be effective until the date upon which the revocation period has expired unexercised, which will be the eighth day after I sign this Release (the "***Release Effective Date***").

I have received with this Release a written disclosure of all of the information required by the ADEA, including without limitation a list of the job titles and ages of all employees who were terminated in this group termination and the ages of all employees in the same job classification or organizational unit who were not terminated, along with information on the eligibility factors used to select employees for the group termination and any time limits applicable to this group termination program.

I acknowledge that I have read and understand Section 1542 of the California Civil Code which reads as follows: **"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."** I hereby expressly waive and relinquish all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to my release of any claims hereunder, including but not limited to any unknown or unsuspected claims.

I acknowledge that I must sign and return this Release to the Company so that it is received not later than forty-five (45) days following the date this Release and the ADEA disclosure form is provided to me.

EXECUTIVE

Name: _____

Date: _____

For Employees under Age 40 Individual and Group Termination

EXHIBIT C

RELEASE AGREEMENT (*"RELEASE"*)

I understand and agree completely to the terms set forth in the Jazz Pharmaceuticals plc Amended and Restated Executive Change in Control and Severance Benefit Plan (the "*Plan*").

I understand that this Release, together with the Plan, constitutes the complete, final and exclusive embodiment of the entire agreement between the Company and me with regard to the subject matter hereof. I am not relying on any promise or representation by the Company that is not expressly stated therein. Certain capitalized terms used in this Release are defined in the Plan.

I hereby confirm my obligations under my *Employee Confidential Information and Inventions Agreement* with the Company.

I hereby represent that I have been paid all compensation owed and for all hours worked, I have received all the leave and leave benefits and protections for which I am eligible, pursuant to the federal Family and Medical Leave Act, the California Family Rights Act, or any other applicable law or leave of absence policy, and I have not suffered any on-the-job injury for which I have not already filed a claim for workers compensation benefits.

In exchange for the consideration provided to me by this Release that I am not otherwise entitled to receive, I hereby generally and completely release Jazz Pharmaceuticals plc, Jazz Pharmaceuticals, Inc., my employer entity (if not Jazz Pharmaceuticals, Inc.), and their respective current and former directors, officers, employees, shareholders, partners, agents, attorneys, predecessors, successors, parent and subsidiary entities, insurers, affiliates, and assigns (collectively, the "***Released Parties***") of and from any and all claims, liabilities and obligations, both known and unknown, that arise out of or are in any way related to events, acts, conduct, or omissions occurring prior to my signing this Release (collectively, the "***Released Claims***").

The Released Claims include, but are not limited to: (1) all claims arising out of or in any way related to my employment, or the termination of that employment; (2) all claims related to my compensation or benefits from my employer (or any parent or subsidiary entities or affiliates of my employer), including salary, bonuses, commissions, vacation pay, expense reimbursements, severance pay, fringe benefits, stock, stock options, or any other ownership interests in Jazz Pharmaceuticals plc or any of its parent or subsidiary entities or affiliates; (3) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing; (4) all tort claims, including claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (5) all federal, state, and local statutory claims, including claims for discrimination, harassment, retaliation, attorneys' fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the federal Americans with Disabilities Act of 1990, the California Labor Code (as amended), the California Fair

Employment and Housing Act (as amended), the Pennsylvania Equal Pay Law, the Pennsylvania Wage Payment and Collection Law, the City of Philadelphia Fair Practices Code, and the Pennsylvania Human Relations Act.

Notwithstanding the foregoing, the following are not included in the Released Claims (the "***Excluded Claims***"): (1) any rights or claims for indemnification I may have pursuant to any written indemnification agreement with any of the Released Parties to which I am a party, the charter, bylaws, or operating agreements of the Released Parties, or under applicable law; or (2) any rights which are not waivable as a matter of law. In addition, nothing in this Release prevents me from filing, cooperating with, or participating in any proceeding before the Equal Employment Opportunity Commission, the Department of Labor, or any other government agency, except that I hereby waive my right to any monetary benefits in connection with any such claim, charge or proceeding. I hereby represent and warrant that, other than the Excluded Claims, I am not aware of any claims I have or might have against any of the Released Parties that are not included in the Released Claims.

I acknowledge that I have read and understand Section 1542 of the California Civil Code which reads as follows: **"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."** I hereby expressly waive and relinquish all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to my release of any claims hereunder, including but not limited to any unknown or unsuspected claims.

I acknowledge that I must sign and return this Release to the Company so that it is received not later than fourteen (14) days following the date it is provided to me.

EXECUTIVE

Name: _____

Date: _____

JAZZ PHARMACEUTICALS PLC

NON-EMPLOYEE DIRECTOR COMPENSATION POLICY

Non-employee members of the board of directors (the "***Board***") of Jazz Pharmaceuticals plc (the "***Company***") shall be eligible to receive cash and equity compensation as set forth in this Non-Employee Director Compensation Policy (this "***Policy***"). The cash compensation and equity grants described in this Policy shall be paid or be made, as applicable, automatically and without further action of the Board, to each member of the Board who is not an employee of the Company or any parent or subsidiary of the Company (each, a "***Non-Employee Director***") who may be eligible to receive such cash compensation or equity grants, unless such Non-Employee Director declines the receipt of such cash compensation or equity grants by written notice to the Company. This Policy shall remain in effect until it is revised or rescinded by further action of the Board.

1. Cash Compensation.

(a) Subject to Section 1(b) and Section 3 below, each Non-Employee Director shall be eligible to receive cash compensation of $75,000 for service on the Board. In addition, a Non-Employee Director serving as:

(i) lead independent director of the Board shall be eligible to receive additional cash compensation of $50,000 per year for such service;

(ii) chairperson of the Audit Committee shall be eligible to receive additional cash compensation of $25,000 per year for such service;

(iii) members (other than the chairperson) of the Audit Committee shall be eligible to receive additional cash compensation of $15,000 per year for such service;

(iv) chairperson of the Compensation & Management Development Committee (the "***Compensation Committee***") shall be eligible to receive additional cash compensation of $22,500 per year for such service;

(v) members (other than the chairperson) of the Compensation Committee shall be eligible to receive additional cash compensation of $12,500 per year for such service;

(vi) chairperson of the Nominating and Corporate Governance Committee shall be eligible to receive additional cash compensation of $20,000 per year for such service;

(vii) members (other than the chairperson) of the Nominating and Corporate Governance Committee shall be eligible to receive additional cash compensation of $10,000 per year for such service;

(viii) chairperson of the Science & Medicine Committee shall be eligible to receive additional cash compensation of $22,500 per year for such service;

(ix) members (other than the chairperson of the Science & Medicine Committee) shall be eligible to receive additional cash compensation of $12,500 per year for such service;

(x) chairperson of the Transaction Committee shall be eligible to receive additional cash compensation of $5,000 per meeting up to $20,000 per year for such service; and

(xi) members (other than the chairperson) of the Transaction Committee shall be eligible to receive additional cash compensation of $2,500 per meeting up to $10,000 per year for such service.

The additional cash compensation for the Non-Employee Director's service on the Committees other than the Transaction Committee shall be paid in four equal quarterly installments, earned upon the completion of service in each calendar quarter. The additional cash compensation for the Non-Employee Director's service on the Transaction Committee shall be paid in four quarterly installments, earned upon the completion of services in each calendar quarter.

(b) Each person who is elected or appointed to be a Non-Employee Director or who is appointed to serve as lead independent director or a member or chairperson of one of the Committees described above, in each case other than on the first calendar day of a calendar quarter, shall be eligible to receive a pro rata amount of the annual retainers described above with respect to the calendar quarter in which such person becomes a Non-Employee Director, lead independent director or a member or chairperson of one of the Committees, as applicable, which pro rata amount reflects a reduction for each calendar day during the calendar quarter prior to the date of such election or appointment.

(c) Each Non-Employee Director will be entitled to reimbursement from the Company for his or her reasonable travel (including airfare and ground transportation), lodging and meal expenses incidental to meetings of the Board or committees thereof. If any reimbursement payment is subject to tax imposed by the Irish Revenue Commissioners ("***Revenue***"), each Non-Employee Director will be entitled to a payment, up to an amount ("***Tax Reimbursement Payment***") such that after the deduction of all taxes (including, without limitation, any income taxes calculated at the rate applicable to each Non-Employee Director for the year in which the expenses were incurred) on the Tax Reimbursement Payment, the Non-Employee Director will retain an amount equal to the full reimbursement payment. All taxes due will be paid by the Company to Revenue.

2. Equity Compensation. The restricted stock unit ("***RSU***") awards described below shall be granted under and shall be subject to the terms and provisions of the Company's Amended and Restated 2007 Non-Employee Directors Stock Award Plan (the "***NEDSAP***").

(a) Eligibility. Subject to Section 3 below, beginning with the annual general meeting of the Company's shareholders (an "***AGM***") held in 2021, each person who is a Non-Employee Director at an AGM and who continues as a Non-Employee Director following such meeting automatically shall be granted an RSU award (an "***Annual Grant***") on the grant date set forth in Section 2(b) below. In addition, subject to Section 3 below, each person who is elected or appointed to be a Non-Employee Director for the first time other than at an AGM and after the AGM held in 2021, automatically shall be granted a prorated RSU award (a "***Prorated Annual Grant***") on the grant date set forth in Section 2(b) below, provided that such person is a Non-Employee Director on such grant date.

(b) Grant Date. The grant date of each Annual Grant shall be the day of the applicable AGM, and the grant date of each Prorated Annual Grant shall be the second trading day following the filing date of the Company's next quarterly or annual report filed under the Securities Exchange Act of 1934, as amended, that occurs after the date of the Non-Employee Director's initial election or appointment.

(c) Grant Date Value. The grant date value of each Annual Grant shall be equal to approximately $400,000. The grant date value of each Prorated Annual Grant shall be prorated to reflect the shortened period of service (by multiplying $400,000 by the quotient (rounded to the nearest hundredth) obtained by dividing the number of calendar days from and including the date of the Non-Employee Director's initial election or appointment to and including the date that is the first anniversary of the prior AGM by 365).

(d) Number of Ordinary Shares. The number of ordinary shares of the Company ("***Ordinary Shares***") subject to each Annual Grant and Prorated Annual Grant shall be determined by dividing the grant date value, in each case as set forth in Section 2(c) above, by the average of the daily closing prices per share of the Ordinary Shares during the 30 calendar day period ending on and including the grant date, rounded to the nearest share by application of regular rounding.

(e) Vesting. Each Annual Grant granted to a Non-Employee Director shall vest in full on the first anniversary of the AGM in the year of grant and each Prorated Annual Grant granted to a Non-Employee Director shall vest in full on the first anniversary of the AGM held prior to the Non-Employee Director's initial election or appointment, in each case subject to the Non-Employee Director's Continuous Service (as defined in the NEDSAP) through such vesting date. Notwithstanding the foregoing, if a Non-

Employee Director does not stand for reelection at an AGM in the year in which his or her term expires or otherwise resigns effective at an AGM and, in either case, the Non-Employee Director's Continuous Service terminates at such AGM, then effective as of the date of such AGM, the unvested portion, if any, of such Non-Employee Director's Annual Grant or Prorated Annual Grant shall become vested in full.

(f) Terms and Conditions. The terms and conditions applicable to each Annual Grant and Prorated Annual Grant granted to Non-Employee Directors pursuant to this Policy shall be subject to the terms and conditions in the forms of RSU notice of grant and RSU award agreement previously approved by the Board or the Compensation Committee, as applicable, and the NEDSAP.

3. Non-Employee Director Compensation Limit. The aggregate value of all compensation granted or paid, as applicable, by the Company to any individual for service as a Non-Employee Director with respect to any period commencing on the date of the AGM for a particular year and ending on the calendar day immediately prior to the date of the AGM for the subsequent year (the "***Annual Period***"), including equity awards granted and cash fees paid by the Company to such Non-Employee Director, will not exceed (i) $750,000 in total value or (ii) in the event such Non-Employee Director is first appointed or elected to the Board during such Annual Period, $1,350,000 in total value, in each case calculating the value of any equity awards based on the grant date fair value of such equity awards for financial reporting purposes.

*****

Adopted by the Board of Directors of Jazz Pharmaceuticals plc on 2 May 2013.

Amended and restated by the Board of Directors of Jazz Pharmaceuticals plc on 1 August 2013.

Amended and restated by the Board of Directors of Jazz Pharmaceuticals plc on 1 May 2014.

Amended and restated by the Board of Directors of Jazz Pharmaceuticals plc on 30 October 2014.

Amended and restated by the Board of Directors of Jazz Pharmaceuticals plc on 30 April 2015.

Amended and restated by the Board of Directors of Jazz Pharmaceuticals plc on 4 May 2016.

Amended and restated by the Board of Directors of Jazz Pharmaceuticals plc on 3 May 2018.

Amended and restated by the Board of Directors of Jazz Pharmaceuticals plc on 21 July 2020.

Amended and restated by the Board of Directors of Jazz Pharmaceuticals plc on 28 April 2021.

Amended and restated by the Board of Directors of Jazz Pharmaceuticals plc on 29 July 2021.

Amended and restated by the Board of Directors of Jazz Pharmaceuticals plc on 28 April 2022.

Amended and restated by the Board of Directors of Jazz Pharmaceuticals plc on 4 May 2023.

Exhibit 31.1

CERTIFICATION

I, Bruce C. Cozadd, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Jazz Pharmaceuticals public limited company;

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;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 9, 2023

By: /s/ Bruce C. Cozadd

Bruce C. Cozadd
Chairman and Chief Executive Officer and Director

Exhibit 31.2

CERTIFICATION

I, Renée Galá, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Jazz Pharmaceuticals public limited company;

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;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 9, 2023

By: /s/ Renée Galá

Renée Galá
Executive Vice President and Chief Financial Officer

Exhibit 32.1

CERTIFICATION[(1)]

Pursuant to the requirement set forth in Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. Section 1350), Bruce C. Cozadd, Chief Executive Officer of Jazz Pharmaceuticals public limited company (the "Company"), and Renée Galá, Executive Vice President and Chief Financial Officer of the Company, each hereby certifies that, to the best of his knowledge:

1. The Company's Quarterly Report on Form 10-Q for the period ended June 30, 2023, to which this Certification is attached as Exhibit 32.1 (the "Periodic Report"), fully complies with the requirements of Section 13(a) or Section 15(d) of the Exchange Act; and

2. The information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 9, 2023

/s/ Bruce C. Cozadd

Bruce C. Cozadd
Chairman and Chief Executive Officer and Director

/s/ Renée Galá

Renée Galá
Executive Vice President and Chief Financial Officer

(1) This certification accompanies the Quarterly Report on Form 10-Q to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Jazz Pharmaceuticals public limited company under the Securities Act of 1933, as amended, or the Exchange Act (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing. A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to Jazz Pharmaceuticals public limited company and will be retained by Jazz Pharmaceuticals public limited company and furnished to the Securities and Exchange Commission or its staff upon request.