

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

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of Earliest Event Reported): April 12, 2021 (April 8, 2021)

Amarin Corporation plc

(Exact name of registrant as specified in its charter)

England and Wales
(State or other jurisdiction
of incorporation)

0-21392
(Commission
File Number)

Not applicable
(I.R.S. Employer
Identification No.)

**77 Sir John Rogerson's Quay, Block C,
Grand Canal Docklands, Dublin 2, Ireland**
(Address of principal executive offices)

Not applicable
(Zip Code)

Registrant's telephone number, including area code: + 353 1 6699 020

Not Applicable
Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol	Name of each exchange on which registered
American Depositary Shares (ADS(s)), each ADS representing the right to receive one (1) Ordinary Share of Amarin Corporation plc	AMRN	NASDAQ Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On April 12, 2021, Amarin Corporation plc (“**Amarin**”) announced that John Thero plans to retire from his positions as Amarin’s President and Chief Executive Officer, and as a member of the Amarin board of directors (the “**Board**”), and that Amarin’s Senior Vice President, Commercial Head Europe, Karim Mikhail, will be appointed Mr. Thero’s successor. It is expected that Mr. Thero will remain in his roles until August 1, 2021 (the actual date of his retirement, the “**Succession Date**”), and then continue to provide phased transitional and consulting services to Amarin thereafter as described in the transitional services and separation agreement entered into between Mr. Thero and Amarin on April 12, 2021 (the “**Separation Agreement**”). Mr. Thero’s retirement is voluntary and there no disagreement between Mr. Thero and the Board.

Pursuant to and conditioned upon Mr. Thero’s compliance with the Separation Agreement, (a) Mr. Thero will be eligible for a 2021 annual bonus, calculated on a pro rata basis based on his 2021 service and subject to the achievement of Amarin’s Board-approved corporate goals on a basis consistent with the then-active officers of Amarin and (b) Mr. Thero’s outstanding equity awards will continue to vest during the period of his continued service to the Company (and in accordance with the Company’s equity incentive plans his stock options shall continue to be exercisable, to the extent vested, until the earlier of 12 months following the last day of his service relationship with Amarin and the original 10-year expiration date for such vested options). Mr. Thero will also be entitled to certain other benefits and obligations as provided in the Separation Agreement, including certain benefits continuation, a release of claims for the benefit of Amarin and cooperation and non-disparagement covenants.

As noted above, Mr. Mikhail has been appointed as Mr. Thero’s successor, to serve as Amarin’s President and Chief Executive Officer, effective on the Succession Date. Mr. Mikhail will also serve as Amarin’s principal executive officer. In addition, Mr. Mikhail was also appointed as a member of the Board, effective as of the Succession Date.

Mr. Mikhail, age 50, joined Amarin as Senior Vice President, Commercial Head of Europe in 2020 from THEODON, a global commercial strategy consultancy he founded in 2018. Prior to his THEODON work, Mr. Mikhail spent more than 20 years at Merck & Co. (“**Merck**”), where from 2014 to 2018 he served as global commercial leader for Merck’s lipid franchise. Prior to that role, Mr. Mikhail served as Merck’s chief marketing officer for Europe, Middle East and Africa and chief operating officer for emerging markets. Mr. Mikhail is a pharmacist by training and holds a master’s degree in biopharmaceutical marketing and management from the graduate school of business in Paris, École Supérieure de Commerce de Paris.

In connection with his appointment as President and Chief Executive Officer, Mr. Mikhail entered into an employment agreement with Amarin, dated April 12, 2021 (the “**CEO Employment Agreement**”), which provides that, effective as of the date of the CEO Employment Agreement, Mr. Mikhail’s annual base salary be increased to \$750,000 and his annual bonus potential be increased to 70% of his base salary, based upon the achievement of certain individual and company objectives to be set by Amarin (with any bonus payment to be entirely at the discretion of the Board). In the event that Mr. Mikhail does not assume the position of President and Chief Executive Officer on the Succession Date, his annual base salary and bonus potential will be reduced to the levels to which he was entitled prior to the date of the CEO Employment Agreement. In connection with his appointment and entry into the CEO Employment Agreement, Mr. Mikhail was granted the following equity awards pursuant to and in accordance with the Amarin Corporation plc 2020 Stock Incentive Plan (the “**Plan**”):

- a stock option award exercisable for up to 290,200 ordinary shares of Amarin, to vest, subject to Mr. Mikhail’s appointment as President and Chief Executive Officer and his continued service to Amarin, over four years, with 25% to vest on the first anniversary of the date of the CEO Employment Contract (the “**Grant Date**”) and the balance to vest ratably over the next 12 calendar quarters thereafter; such options to have an exercise price equal to the closing price of Amarin’s American Depositary Shares on the NASDAQ Capital Market on May 1, 2021, such award shall be subject to acceleration in full in the event of a change in control of Amarin;
- a time-based restricted stock unit (“**RSU**”) award of 215,200 ordinary shares of Amarin, representing the right to receive a payment equal to the Fair Market Value (as defined in the Plan) of the number of Amarin’s ordinary shares presented to the remuneration committee of the Board (the “**Committee**”), such RSUs to be granted effective as of the Grant Date and to become vested, subject to Mr. Mikhail’s appointment as President and Chief Executive Officer and his continued service to Amarin, in three annual installments, with the first installment vesting on the first anniversary of the Grant Date (and becoming fully vested on the third anniversary of the Grant Date); and that such payment would be made in shares, unless otherwise determined by the Committee (or any combination of cash and shares), such award shall be subject to acceleration in full in the event of a change in control of Amarin; and
- a performance-based RSU (a “**PSU**”) award of 200,000 ordinary shares of Amarin, representing the right to receive a payment equal to the Fair Market Value of the number of Amarin’s ordinary shares presented to the Committee; and, subject to Mr. Mikhail’s appointment as President and Chief Executive Officer and his continued service to Amarin through the applicable vesting date, to become vested, or alternatively subject to time-based vesting as provided in the award agreement, as applicable, upon the achievement of certain performance-based milestones, in each case as certified by the Committee, such award shall be subject to acceleration in full in the event of a change in control of Amarin.

Mr. Mikhail will be eligible for severance pay and benefits under terms and conditions that are no less favorable than those set forth in the Company's Executive Severance and Change of Control Plan effective January 28, 2021, subject to any Swiss law requirements.

The CEO Employment Agreement, which is governed by Swiss law, may be terminated by either Mr. Mikhail or Amarin upon a six months' prior written notice to the other party, with a termination with immediate effect for a justified cause pursuant to Article 337 of the Swiss Code of Obligations reserved.

Mr. Mikhail will enter into an Indemnification Agreement with Amarin in substantially the same form as Amarin's other executive officers.

There are no other arrangements or understandings between Mr. Mikhail and any other person pursuant to which Mr. Mikhail was appointed to the positions described in this Current Report on Form 8-K, and Mr. Mikhail is not a party to any transaction that would require disclosure under Item 404(a) of Regulation S-K.

The foregoing descriptions of the Separation Agreement and the CEO Employment Agreement are not complete and are qualified in their entireties by reference to the Separation Agreement and the CEO Employment Agreement, which are filed as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K, respectively.

Item 7.01 Regulation FD Disclosure.

On April 12, 2021, Amarin issued a press release regarding the retirement of Mr. Thero, and the appointment of Mr. Mikhail and his election to the Board. Amarin's press release is furnished herewith as Exhibit 99.1 to this report.

Item 9.01. Financial Statement and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Transitional Services and Separation Agreement between John Thero and Amarin Corporation plc, dated April 12, 2021</u>
10.2	<u>Contract of Employment between Karim Mikhail and Amarin Switzerland GmbH, dated April 12, 2021</u>
99.1	<u>Press Release of Amarin Corporation plc., dated April 12, 2021 (furnished herewith)</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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 hereunto duly authorized.

Date: April 12, 2021

Amarin Corporation plc

By: /s/ Michael Kalb
Michael Kalb
Chief Financial Officer

April 12, 2021

John F. Thero

Re: **Transitional Services and Separation Agreement**

Dear John:

This letter confirms our agreement regarding your planned retirement and in connection therewith your resignation as President and Chief Executive Officer of Amarin Corporation plc (the "Company"). The Board of Directors of the Company (the "Board") appreciates your substantial contributions to the Company and would like to make this transition as seamless as possible.

If this Transitional Services and Separation Agreement (this "Agreement") becomes effective, it will fully supersede all other agreements or understandings between you and the Company relating to your employment, compensation, severance pay, benefits and equity awards, including, without limitation (i) the employment agreement between you and the Company dated December 23, 2011, as amended on January 10, 2014 and July 6, 2015 (the "Employment Agreement"), and (ii) the Executive Severance and Change of Control Plan dated January 28, 2021 (the "Severance Plan"); provided, however, and notwithstanding the foregoing, the Nondisclosure, Developments and Noncompetition Agreement between you and the Company dated December 23, 2011 (the "Restrictive Covenants Agreement"), the indemnification agreement between you and the Company dated January 19, 2011 (the "Indemnification Agreement"), and the stock option agreements in connection with each of your outstanding stock option grants as of the date hereof and the restricted stock unit award agreements in connection with each of your restricted stock unit awards as of the date hereof (collectively, along with the Company's equity incentive plan(s) as may be amended from time to time, the "Equity Documents") shall remain in full force and effect both during and after your employment with the Company, subject to this Agreement. For purposes of this Agreement, the Restrictive Covenants Agreement, the Indemnification Agreement, the Equity Documents and any other contractual obligations regarding confidentiality, invention assignment, noncompetition or nonsolicitation, are referred to as the "Preserved Agreements." This Agreement and the Preserved Agreements set forth all of the contractual rights and obligations between you and the Company, and you shall not be entitled to any other payments or benefits except as specifically set forth in those documents. For the avoidance of doubt, the Company's insider trading policy shall continue to be in effect during and after your employment, consistent with the terms of the policy.

With those understandings, the Agreement between you and the Company is as follows:

1. Transition Period; CEO Retirement Date

(a) **Transition Period.** If you enter into, do not revoke and comply with this Agreement, your employment with the Company will continue until October 31, 2021 (the “Anticipated Last Day of Employment”), unless you sooner resign or the Company terminates your employment or you and the Company mutually agree in writing to extend your employment. The actual last day of your employment is referred to herein as the “Last Day of Employment.” The time period between the date of the Company’s public announcement regarding your planned retirement and the Last Day of Employment is referred to herein as the “Transition Period.” The Transition Period consists of two phases: Phase One and Phase Two.

(b) **Phase One of the Transition Period.** Phase One of the Transition Period is the period between the date of the public announcement regarding your planned retirement and the CEO Retirement Date (as defined below), during which time it is anticipated that you will continue to serve as President and CEO, work full-time, remain a member of the Board and be paid your current base salary at the rate of \$844,600 per year. During Phase One of the Transition Period, you will remain eligible for employee benefits, subject to the terms and conditions of the applicable health plan(s), and you will continue to accrue paid time off, consistent with the Company’s paid time off policy. You will also continue to vest in your outstanding stock options, restricted stock units (“RSUs”) and restricted stock units subject to performance milestones (“PSUs”) during Phase One, subject to the terms and conditions set forth in the Equity Documents.

(c) **CEO Retirement Date.** Your retirement from the role of President, CEO and a director of the Company will be effective on August 1, 2021 (or such other date as mutually agreed by you and the Board and consistent with this Agreement, the “CEO Retirement Date”). You acknowledge and agree that your retirement from the role of President, CEO and director and from the Company is a voluntary separation and not a termination without Cause or for Good Reason for purposes of the Employment Agreement or the Severance Plan, such that you are not eligible for any severance pay, benefits or accelerated vesting under the Employment Agreement or the Severance Plan, which are fully superseded by this Agreement. Effective on the CEO Retirement Date, you will be deemed to have resigned as an officer and director of the Company, as well as from any other officer or director positions that you hold with any of the Company’s subsidiaries or any affiliate of the Company. You agree to execute any documents requested by the Company or any controlled entities necessary to effectuate such resignations.

(d) **Phase Two of the Transition Period.** Phase Two of the Transition Period is between the CEO Retirement Date and the Last Day of Employment. During Phase Two, your position with the Company will be “Senior Advisor,” and you will work approximately 30% of a full-time executive employee. Your base salary will be reduced by 50%, such that it will be paid at the rate of \$422,300 per year during Phase Two. You will continue to be eligible for employee benefits, subject to the terms and conditions of the applicable health plan(s). You will not accrue paid time off during Phase Two. You will also continue to vest in your outstanding stock options, RSUs and PSUs during Phase Two, subject to the terms and conditions set forth in the Equity Documents. Your employment with the Company will end at the end of Phase Two.

(e) In the event that you resign your employment or the Company terminates your employment for Cause (as defined below), in either case prior to the Anticipated Last Day of Employment, your employment will immediately end, you will be paid your applicable base salary and any accrued but unused paid time off through the Last Day of Employment, you will cease vesting as of the Last Day of Employment, and you shall have no right to any further compensation from the Company. For purposes of this Agreement, "Cause" has the meaning ascribed to such term in the Employment Agreement.

(f) In the event that the Company terminates your employment without Cause prior to the Anticipated Last Day of Employment, subject to you entering into general release agreement, the Company will (i) pay you the base salary that would have accrued to you if you had remained employed through the Anticipated Last Day of Employment in the form of salary continuation on the Company's regular payroll dates, and (ii) the portion of your stock options, RSUs and PSUs that would have vested if you had remained employed through the Anticipated Last Day of Employment will accelerate and become fully vested and exercisable or nonforfeitable as of the Last Day of Employment.

2. Post-Employment Consulting

Provided that you (i) enter into, do not revoke and comply with this Agreement, and (ii) your employment continues until the Anticipated Last Day of Employment (the "Conditions"), then immediately following the Last Day of Employment, you will become a consultant to the Company and provide consulting services on an as-needed basis to the Company as mutually agreed (the "Consulting Services") until February 28, 2022 or such later date as may be agreed to in writing by you and the Board (such period, the "Consulting Period"). For the avoidance of doubt, the Consulting Period will end on February 28, 2022 unless you and the Board agree in writing on or prior to February 28, 2022 to extend the Consulting Period. You will be paid a consulting fee of \$400 per hour during the Consulting Period. The Company will pay you such consulting fees on a monthly basis within 30 days after its receipt of an invoice detailing the number of hours and a description of the Consulting Services performed during the applicable invoice period, as well as any other information reasonably requested by the Company. In conjunction with such Consulting Services, you will be reimbursed for all reasonable expenses you incur to perform such Consulting Services subject to you providing documentation of such expenses and consistent with Company policy.

For the avoidance of doubt, there will be no break in your service relationship with the Company between the Last Day of Employment and the first day of the Consulting Period for purposes of continued vesting in your outstanding stock options, RSUs and PSUs, which will continue to vest during the Consulting Period, subject to the terms of the Equity Documents.

During the Consulting Period, you will no longer be an employee of the Company, but instead will be retained as an independent contractor. You will be solely responsible for payment of all charges and taxes arising from your relationship to the Company as an independent contractor. You agree that during the Consulting Period, you will not state or imply, directly or indirectly, that you are empowered to bind the Company without the Company's prior written consent.

3. 2021 Bonus Compensation

Provided that you satisfy the Conditions, you will be eligible for a 2021 annual bonus, based on the achievement of the Company's Board-approved corporate goals as determined by the Board or the Remuneration Committee of the Board on a basis consistent with the then active officers of the Company. The bonus will be targeted at 80% of all cash compensation for 2021 as reported to taxing authorities on Forms W-2 and 1099 minus any amount attributed to your 2020 bonus. The bonus, if any, will be paid to you if and when other executives receive their 2021 bonuses. For the avoidance of doubt, you will not be eligible for any other incentive compensation.

4. Equity

Subject to the terms set forth above and the Equity Documents, you will continue to vest in your outstanding stock options, RSUs and PSUs during the Transition Period and the Consulting Period. Consistent with the Equity Documents, (i) your options will cease vesting (and for clarity no longer be eligible for acceleration including but not limited to in connection with a Change of Control (as defined in the Employment Agreement)) on the last day of your service relationship with the Company as an employee or a consultant and will be exercisable until the earlier of (A) 12 months following the last day your service relationship and (B) the original 10-year expiration date for such vested options as provided in the applicable Equity Documents, and (ii) the RSUs and PSUs will lapse to the extent they are not vested when your service relationship ends; provided, however, and notwithstanding the foregoing, that if a Change of Control occurs during the Transition Period or the Consulting Period, then all of your outstanding stock options, RSUs and PSUs (whether or not subject to time-based vesting) shall immediately accelerate and become fully vested and exercisable or nonforfeitable as of the Date of Termination. For the avoidance of doubt, you will not be eligible for any further equity awards during your employment or the Consulting Period.

5. Health Benefits

As set forth above, you will continue to be eligible for employee health benefits during the Transition Period, subject to the terms and conditions of the applicable health plan(s). Subject to the approval of the Company's group health plan, you will be allowed to continue to participate in the Company's group health plan during the Consulting Period at the group rate, entirely at your own cost. In the event that you are not able to continue to participate in the Company's group health plan during the Consulting Period and thereafter, you will be entitled to any rights you may have under COBRA to continuing health care coverage, which will be entirely at your own cost.

6. Release of All Claims

You, on your own behalf and on behalf of your heirs, executors, administrators, attorneys and assigns, hereby unconditionally and irrevocably release, waive and forever discharge the Company and each of its affiliates, parents, successors, predecessors, and the subsidiaries, directors, owners, members, shareholders, officers, agents, and employees of the Company and its affiliates, parents, successors, predecessors, and subsidiaries (collectively, all of the foregoing are referred to as the “**Releasees**”), from any and all causes of action, claims and damages, including attorneys’ fees, whether known or unknown, foreseen or unforeseen, presently asserted or otherwise arising through the date on which you sign this Agreement. This release includes, but is not limited to, any claim or entitlement to salary, bonuses, any other payments, benefits or damages arising under any federal law (including, but not limited to, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Employee Retirement Income Security Act of 1974, the Americans with Disabilities Act, Executive Order 11246, the Family and Medical Leave Act, and the Worker Adjustment and Retraining Notification Act, each as amended and any other federal, state, local or foreign law relating to notice of employment termination or to severance pay); any claim arising under any state or local laws, ordinances or regulations (including, but not limited to, the New Jersey Law Against Discrimination, the New Jersey Family Leave Act and any state or local laws, ordinances or regulations requiring that advance notice be given of certain workforce reductions); any claim arising under Irish law, including, but not limited to, any claim for statutory benefits; and any claim arising under any common law principle or public policy, including, but not limited to, all suits in tort or contract, such as wrongful termination, defamation, emotional distress, invasion of privacy or loss of consortium; provided, however, that this release shall not apply to (a) claims to enforce your rights under this Agreement; (b) claims for vested benefits pursuant to ERISA; (c) claims with respect to your vested equity rights as of the Last Day of Employment; (d) claims to enforce the Company’s obligation to indemnify you to the extent such indemnification obligations exist; and (e) claims or administrative charges which legally may not be waived.

You are waiving, however, any right to monetary recovery or individual relief should any federal, state or local agency (including the Equal Employment Opportunity Commission) pursue any claim on your behalf arising out of or related to your employment with and/or separation from employment with the Company; provided that nothing in this Agreement limits any right you may have to receive a whistleblower award or bounty for information provided to the Securities and Exchange Commission.

You represent that you have not assigned any claim to any third party. You further acknowledge and represent that, except as expressly provided in this Agreement, you have been paid all wages, bonuses, compensation, benefits and other amounts that any of the Releasees has ever owed to you.

7. Restrictive Covenants and Continuing Obligations

(a) **Restrictive Covenants Agreement.** You acknowledge and agree that the terms of the Restrictive Covenants Agreement remain in full force and effect, which, among other things, prohibits disclosure of the Company's confidential information and contains a 12-month post-employment non-competition and non-solicitation restriction. The terms of the Restrictive Covenants Agreement are incorporated by reference into this Agreement.

(b) **Return of Property.** You acknowledge and agree that you are required to return all Company property to the Company pursuant to the Restrictive Covenants Agreement upon the ending of your employment, including, without limitation, all files, letters, notes, memoranda, credit cards, reports, records, data, charts, quotations and proposals, specification sheets, educational materials or other written, photographic or other tangible material containing proprietary information, including, without limitation your Company laptop. Notwithstanding this obligation, you may retain such Company property that is necessary, as determined by the Board, for purposes of performing Services during the Consulting Period, provided that you promptly return all such Company property at the end of the Consulting Period. After returning all such Company property to the Company, you must delete and finally purge any duplicates of files or documents that may contain Company information from any non-Company computer or other device that remains your property after the last day of the Consulting Period. In the event that you discover that you continue to retain any such property, you must return it to the Company immediately.

(c) **Cooperation.** You agree to cooperate reasonably with the Company (including its outside counsel) in connection with (i) the contemplation, prosecution and defense of all phases of existing, past and future litigation about which the Company reasonably believes you may have knowledge or information; (ii) internal or external investigations related to matters that occurred during your employment and about which the Company reasonably believes that you have relevant information and (iii) transitioning your duties (together "Cooperation Services"). You further agree to make yourself available to provide Cooperation Services at mutually convenient times. The Company shall not utilize this section to require you to make yourself available to an extent that would unreasonably interfere with full-time employment or other business responsibilities that you may have. The Company shall reimburse you for any reasonable travel expenses that you incur due to your performance of Cooperation Services, after receipt of appropriate documentation consistent with the Company's business expense reimbursement policy and the Company agrees to compensate you for your time in providing Cooperation Services performed after the Consulting Period at the rate of \$400 per hour.

(d) Non-Disparagement.

(i) You agree not to make, publish or communicate to any person or entity or in any public forum any disparaging or defamatory statements (whether written, oral, through social or electronic media or otherwise) concerning any of the Releasees, any of their respective products or services or any of their respective current or former officers, directors, shareholders, employees or agents. Your obligations under this Section 7(d)(i), together with your obligations under Sections 7(a) through (c), are collectively referred to as the “Continuing Obligations.”

(ii) For its part, the Company agrees to instruct current members of the Board and current C-level executives not to make, publish or communicate to any person or entity or in any public forum any disparaging or defamatory statements (whether written, oral, through social or electronic media or otherwise) concerning you or your work with the Company, including not stating or implying that your retirement was anything other than a voluntary decision by you. In addition, C-level executives will instruct representatives of the Company’s public relations and investor relations teams to not make any such disparaging or defamatory statements on behalf of the Company and, if C-level executives become aware that a representative has made disparaging or defamatory statements regarding you on behalf of the Company they will take reasonable action to correct such statements.

(iii) For the avoidance of doubt, nothing in this Agreement prohibits truthful testimony in a legal proceeding or prohibits you from communicating with a government agency.

8. Communications Regarding Your Departure

Promptly following the date of the public announcement regarding your planned retirement, the Company will issue a formal written internal announcement about your planned retirement, with the content of such internal announcement to be mutually agreed upon by you and the Board (the “Company Announcement”). Until such time as the Company Announcement is made, you agree that you will not (without the prior written approval of the Board) communicate about your planned retirement with anyone until after the Company Announcement has been made; provided that you may communicate with your tax advisor(s), attorney(s), and spouse about your transition and departure before the Company Announcement; provided further that you first advise such persons not to reveal information about your transition and departure until the Company Announcement is made and each such person agrees and provided further that you may inform the executive vice president and senior vice presidents within the Company as well as persons involved with preparations for public and internal communications provided that you first advise such persons not to reveal information about your transition and departure until the Company Announcement is made and each such person agrees. Once the Company has made the Company Announcement, you agree to limit any communications regarding your planned retirement to statements consistent with the Company Announcement.

9. Tax Treatment; Section 409A

(a) The Company shall undertake to make deductions, withholdings and tax reports with respect to payments and benefits under this Agreement to the extent that it reasonably and in good faith determines that it is required to make such deductions, withholdings and tax reports. Nothing in this Agreement shall be construed to require the Company to make any payments to compensate you for any adverse tax effect associated with any payments or benefits or for any deduction or withholding from any payment or benefit.

(b) The parties intend that payments under this Agreement will be exempt from or comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"). To the extent that any provision of this Agreement is ambiguous as to its exemption from or compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder are exempt from or comply with Section 409A of the Code. The Company makes no representation or warranty and shall have no liability to you or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2).

10. Time for Consideration; Effective Date.

You acknowledge that you have knowingly and voluntarily entered into this Agreement and that the Company advises you to consult with an attorney before signing this Agreement. You acknowledge that you have been given the opportunity, if you so desire, to consider this Agreement for twenty-one (21) days before executing it (the "Consideration Period"). To accept this Agreement, you must return a signed, unmodified original or PDF copy of this Agreement so that it is received by the undersigned at or before the expiration of the Consideration Period. If you sign this Agreement before the end of the Consideration Period, you acknowledge that such decision was entirely voluntary and that you had the opportunity to consider this Agreement for the entire Consideration Period. For the period of seven (7) days from the date when you sign this Agreement, you have the right to revoke this Agreement by written notice to the undersigned, provided that such notice is delivered so that it is received at or before the expiration of the seven (7) day revocation period. This Agreement shall not become effective or enforceable during the revocation period. This Agreement shall become effective on the first business day following the expiration of the revocation period (the "Effective Date").

11. Other Provisions

(a) Absence of Reliance. In signing this Agreement, you are not relying upon any promises or representations made by anyone at or on behalf of the Company.

(b) No Admission of Liability. This Agreement does not constitute an admission of liability or wrongdoing on the part of the Company, the Company does not admit there has been any wrongdoing whatsoever against you, and the Company expressly denies that any wrongdoing has occurred.

(c) Entire Agreement. This Agreement, together with the Preserved Agreements, constitutes the entire agreement between you and the Company and supersedes any previous agreements or understandings between you and the Company, including, without limitation, the Employment Agreement and the Severance Plan.

(d) Severability. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(e) Relief. You agree that it would be difficult to measure any harm caused to the Company that might result from any breach by you of any of the Continuing Obligations. You further agree that money damages would be an inadequate remedy for any breach of the Continuing Obligations. Accordingly, you agree that if you breach, or propose to breach, any portion of the Continuing Obligations, the Company shall be entitled, in addition to all other remedies it may have, to an injunction or other appropriate equitable relief to restrain any such breach, without showing or proving any actual damage to the Company and without the necessity of posting a bond, and to its costs of enforcement of the Continuing Obligations, including its reasonable attorney's fees and expenses.

(f) Governing Law; Interpretation. This Agreement shall be governed by the laws of the State of New Jersey, excluding the choice of law rules thereof. In the event of any dispute, this Agreement is intended by the parties to be construed as a whole, to be interpreted in accordance with its fair meaning, and not to be construed strictly for or against either you or the Company or the "drafter" of all or any portion of this Agreement.

(g) Jurisdiction. You and the Company hereby agree that the state and federal courts in the State of New Jersey shall have the exclusive jurisdiction to consider any matters related to this Agreement, including without limitation any claim of a violation of this Agreement. With respect to any such court action, you submit to the jurisdiction of such courts and you acknowledge that venue in such courts is proper.

(h) Waiver; Amendment. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving party. The failure of a party to require the performance of any term or obligation of this Agreement, or the waiver by a party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach. This Agreement may not be modified or amended except in a writing signed by both you and the Chairman of the Board.

(i) Counterparts. This Agreement may be executed in separate counterparts. When both counterparts are signed, they shall be treated together as one and the same document. Electronic and pdf signatures shall be deemed to have the same legal effect as originals.

[Signature page follows.]

Please indicate your agreement to the terms of this Agreement by signing and returning the original or a PDF copy of this letter within the time period set forth above.

Sincerely,

AMARIN CORPORATION PLC

By: /s/ David Stack

David Stack

Chairman, Remuneration Committee

This is a legal document. Your signature will commit you to its terms. By signing below, you acknowledge that you have carefully read and fully understand all of the provisions of this Agreement and that you are knowingly and voluntarily entering into this Agreement.

/s/ John F. Thero

John F. Thero

Date: April 12, 2021

Dated the 12th day of April 2021

BETWEEN:

Amarin Switzerland GmbH, Grafenauweg 8, 6300 Zug

(the 'Company')

and

Karim Mikhail

(the 'Executive')

CONTRACT OF EMPLOYMENT

THIS AGREEMENT is made the 12th day of April 2021

BETWEEN:

Amarin Switzerland GmbH, Grafenauweg 8, 6300 Zug (hereinafter the ‘Company’ which expression will where the context so permits or requires include its subsidiaries and associated companies), of the one part

and

Karim Mikhail, whose address for the purposes of this Agreement is 12 Clinton Avenue, Nyack, NY 10960, USA, pending his move to an address in Switzerland upon his obtaining a Swiss work permit (hereinafter called the ‘Executive’) of the other part.

Whereas, the Company is part of the Amarin group of companies and engages in the business of pharmaceuticals.

Whereas, the Parties have entered into an employment contract dated June 17, 2020.

Whereas, the Parties have decided on a common understanding to enter into a new contract in order to update the terms of employment as of the 12th day of April 2021.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

- 1.1 In this Agreement and the schedule hereto, the following expressions will, unless the context otherwise requires, have the following meanings:

“associated company” or “associated companies” means any subsidiary undertaking or joint venture of the Company, any holding undertaking of the Company is a subsidiary undertaking, a subsidiary undertaking or joint venture of such a holding undertaking, or an undertaking in which any of the foregoing has a participating interest; and accordingly, “associated companies” of the Company shall include Amarin Pharmaceuticals Ireland Ltd, Amarin Corporation plc and Amarin Pharmaceuticals Inc.;

“the Board” means the Board of Directors of the Company or any duly constituted and authorised committee of the Board;

“EU” means the European Union comprised of 27 member states (Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden).

“Group” means the Company and its associated companies;

“Restricted Period” means the period of 12 months after the Termination Date and is inclusive of any period of Garden Leave which the Executive may be required to take under clause 18;

“Restricted Territory” means Switzerland, UK, the EU and the United States of America as well as any countries and/or areas in the world where the Group operates or plans to operate its business.

“Termination Date” means the date of termination of the Executive’s employment howsoever arising;

- 1.2 The expression “the Company” will, unless the context otherwise requires, include any person acting on behalf of the Company within his proper authority.
- 1.3 Words such as “hereunder”, “hereto”, “hereof” and “herein” and other words commencing with “here” will, unless the context clearly indicates to the contrary, refer to the whole of this Agreement and not to any particular clause, paragraph or sub-paragraph thereof.
- 1.4 The expression “person” will, unless the context otherwise requires, include partnerships, companies and other bodies corporate.
- 1.5 The captions in this Agreement are for convenience of reference only and will not affect the interpretation of any of the provisions hereof.

2. **Appointment**

- 2.1 The Executive currently holds the position Senior Vice President – Commercial Head Europe.
- 2.2 The Company hereby requests the Executive, and the Executive hereby agrees, to serve as Chief Executive Officer (‘CEO’) of the Company (instead of SVP—Commercial Head Europe), and as President and CEO of Amarin Corporation plc, without further compensation beyond that which is set forth herein, commencing on the date of retirement of John Thero, current President and CEO of Amarin Corporation plc, which is anticipated to occur on August 1, 2021 (such actual date, the ‘CEO Start Date’).
- 2.3 The Company hereby also requests the Executive, and the Executive hereby agrees, to serve on the Board of Directors of Amarin Corporation plc commencing on the CEO Start Date, without further compensation beyond that which is set forth herein. The Executive shall be deemed to have resigned from the Board of Directors of Amarin Corporation plc upon ceasing to serve as CEO for any reason, on termination of this Agreement or at any other time upon request of the Company.
- 2.4 The Company acknowledges the Executive’s original start date with the Company on July 1, 2020 for the purpose of any statutory provision and any provision of this Agreement which require the calculation of the Executive’s period of continuous employment (for seniority purposes).

- 2.5 The Executive will report to such person or persons as may be determined from time to time by the Board or its authorized representative (the “**Reporting Authority**”).

3. **Duties and Responsibilities**

3.1 The Executive will:

- (a) faithfully and diligently perform such job duties and exercise such powers in relation to the Company and the business of the Group, not being inconsistent with his position, as the Reporting Authority will from time to time assign to or vest in him;
- (b) report on a timely basis and be accountable to the Board via the Reporting Authority;
- (c) in the discharge of such duties and in the exercise of such powers, observe and comply with all lawful directions, resolutions, policies, procedures and regulations from time to time made or given by the Board or the Reporting Authority;
- (d) devote the whole of his time and attention during business hours to the discharge of his duties hereunder and use his best endeavours to promote the interests, welfare and reputation of the Company and associated companies;
- (e) in pursuance of his duties hereunder, perform such management services for any associated company in particular for Amarin Corporation plc and without any further remuneration, unless agreed by the Board or the Reporting Authority, accept such offices in the Company and/or such associated companies as the Board or the Reporting Authority may from time to time reasonably require;
- (f) except to the extent, if any, permitted by the Group and/or Company code of ethics, not directly or indirectly give or receive gifts, incentives or inducements to or from any person or company in the carrying out of any activity in connection with the Company and/or any associated company;
- (g) save as agreed under clause 4.3, not during his tenure of office engage directly or indirectly in any other trade, business, profession or calling unless approved in accordance with Group and/or Company policies and procedures;
- (h) not purchase or license any entity or product, enter into any debt on behalf of the Company or in any way pledge the credit of the Company except so far as he may be specifically authorised from time to time to do so by the Board and the Reporting Authority whether generally or in any particular case.

- 3.2 Without prejudice to the generality of the foregoing, the Executive acknowledges that he will be expected to perform and carry out all job duties, acts and obligations and to comply with such directions as may be designated by any of the Reporting Authority or the Board to be reasonably consistent with his position. The Executive acknowledges that during the course of his employment with the Company, it may be necessary to expand or contract his duties within the general scope of his position, which may include a change of title and increased or reduced responsibilities.

- 3.3 Without prejudice to the generality of the provisions of this clause, the key duties and responsibilities of the Executive will include those reasonably notified by any of the Reporting Authority or the Board to the Executive from time to time.
- 3.4 The Executive will act diligently and use all reasonable efforts to achieve such performance and other specific targets as may be reasonably set from time to time by any of the Reporting Authority or the Board and notified to the Executive.

4. Conduct and Standards

- 4.1 The Executive hereby warrants that his performance of the provisions of this Agreement will not infringe the rights of any third party or cause the Executive to be in breach of any of his obligations to a third party.
- 4.2 The Executive will be obliged to travel throughout the world as may reasonably be required by the Reporting Authority or the Board for the proper and efficient fulfilment and discharge of his duties and responsibilities to the Company (such travel to be in accordance with Group and/or Company policies and procedures).
- 4.3 Prior to the commencement of his employment under this Agreement, the Company will agree, in writing, with the Executive any other business activities (if any) in which he may either directly or indirectly assist or engage or be interested in during the period of his employment hereunder.
- 4.4 The Executive will not at any time during his employment with the Company (except as the holder of any shares, stock or debentures which in aggregate do not exceed one percent (1%) of the total shares, stocks or debentures of a company quoted on any recognised stock exchange) directly or indirectly assist or engage or be interested in or work for any business in competition with the Company and/or any of its associated companies without complying with the relevant Group and/or Company policies and procedures and obtaining the prior approval of the Reporting Authority and/or the Board as provided in such policies and procedures.
- 4.5 The Executive will at all times during the continuance of this Agreement operate to a high degree of integrity and performance and will comply with the Group and/or Company code of ethics and with any other codes of conduct or regulations as may apply to the Company from time to time.

- 4.6 Considering the Executive's position, the Company will provide the Executive with certain indemnification pursuant to a standard indemnification agreement on terms no less favourable than that provided under law and no less favourable than those provided to similarly situated officers of the Group companies, and the Executive will be covered by the Group Directors' and Officers' Liability Insurance Policy on a similar basis to such other officers of Group companies.

5. **Place of Work**

The Executive's normal place of work will be in Switzerland, in the Company's principal offices currently in Zug, as they may change and be designated from time to time.

For the efficient discharge of his duties, the Executive will be required to travel to work at such other Group locations as the Company may reasonably require from time to time, including without limitation to the Group's offices in Ireland and the USA.

The Company reserves the right to base the Executive at other locations whether temporarily or permanently, in or outside Switzerland, as the needs of the business require, including without limitation in the USA.

6. **Hours of Work**

The Executive shall work on a full-time basis. The Executive acknowledges and accepts that he holds a leading managerial and high executive position in the meaning of article 3 (d) of the Swiss Labour Act (LTtr) and that, given his function, he is expected to work the time necessary to best achieve his work based on the actual needs of the Company. The Executive shall take breaks and rest period sufficiently protective of his health. The Executive is not entitled to any overtime payment or compensatory leave.

The Executive will structure his work hours in a manner which enables him to work with colleagues in other Group offices throughout the world (on a reasonable basis taking into account the issues of relative time zones between Switzerland, Ireland and the USA).

The Executive will be expected to be reasonably available to travel and work outside normal office hours without additional remuneration, holidays or leave.

7. **Remuneration**

- 7.1 The Executive's salary will be 750,000 USD gross per annum (and pro rata for any lesser period), provided that it will be converted to CHF and paid in CHF for so long as he primarily resides in Switzerland, with such exchange rate to initially be set at 0.9512 and to be re-set on or around the commencement of each calendar year by mutual agreement of the parties or more frequently if the exchange rate changes by more than 6%. Remuneration is payable monthly in arrears (subject to all statutory and agreed deductions) by credit transfer to a bank of the Executive's choice, and such payment arrangements will remain in force until otherwise mutually agreed. The social, legal and contractual employee's contributions and, if applicable, tax at source will be deducted from the gross salary.

- 7.2 In the event the Executive does not assume the position of President and CEO in Amarin Corporation plc on the CEO Start Date, his salary will be reduced to 475,000 USD as of the CEO Start Date.
- 7.3 The Executive's salary and other remuneration will be reviewed each year or otherwise in line with Group and/or Company policies and procedures, and any increase to same (which is at the discretion of the Company) will be notified to the Executive in writing.
- 7.4 The Executive's annual remuneration may include a flat-rate representation allowance as admitted by the competent tax authorities.
- 7.5 The Executive will be reimbursed for any reasonable expenses properly and necessarily incurred by the Executive while performing his duties on behalf of the Company, including business expenses incurred when required to travel abroad for Company business subject to the Executive conforming to Group and/or Company policies and procedures.
- 7.6 In the event of the Company making an overpayment or an incorrect deduction of tax or insurance, the Executive commits himself to reimburse the Company. The Company reserves the right to make deductions from payments due to the Executive so as to reimburse sums due by the Executive to the Company.

8. **Performance Related Bonus**

The Executive will be eligible for a performance bonus of up to 70% of his annual salary (and pro rata for any lesser period) paid annually no later than 31 March based on individual and Company objectives to be set by the Company. Any bonus payment is entirely at the discretion of the Board. The Executive must be in the continued employment of the Company at the time of the payment of the annual bonus to be eligible to receive any bonus payment. In the event the Executive does not assume the position of President and CEO in Amarin Corporation plc on the CEO Start Date, the target bonus will be reduced to 40% of his annual salary as of the CEO Start Date.

9. **Equity Participation**

- 9.1 Subject to the terms and conditions set forth in Amarin Corporation plc's 2020 Stock Incentive Plan (the 'Plan') and the applicable equity award agreements, including, without limitation, with respect to vesting, the Executive will be entitled to:
 - (a) 290,200 options to purchase shares of Amarin Corporation plc, which will have an exercise price equal to the closing market price on May 1, 2021, which options will be subject to the Executive's appointment as President and CEO of Amarin Corporation plc and subject to time-based vesting commencing on the date of this Agreement (the "Vesting Start Date") as follows: twenty-five percent (25%) of such options shall vest on the one-year anniversary of the Vesting Start Date and the remainder shall vest in equal installments over the next 12 calendar quarters, and subject to 100% acceleration upon a Change of Control (as defined in the Plan) transaction.

- (b) 215,200 restricted stock units subject to time-based vesting (RSUs), which RSUs will be subject to the Executive's appointment as President and CEO of Amarin Corporation plc and otherwise subject to time-based vesting over a three-year period commencing on the date of this Agreement, and subject to 100% acceleration upon a Change of Control (as defined in the Plan) transaction.
- (c) 200,000 restricted stock units subject to performance milestones (PSUs), which PSUs will be subject to the Executive's appointment as President and CEO of Amarin Corporation plc and otherwise subject to the same performance and time-based criteria approved by the Remuneration Committee of the Board with respect to the PSU awards approved in December 2020 (but in this case the performance milestones will be the global sales and operations targets specified therein and the time-based criteria will commence as of the date of this Agreement), and subject to 100% acceleration upon a Change of Control (as defined in the Plan) transaction.

9.2 In addition to the above, the Executive may receive an award for an additional 200,000 PSUs to be granted at a later date on terms to be mutually agreed.

10. Medical Insurance

- 10.1 From the date the Executive is resident in Switzerland, the Company will discharge the cost of the Executive's annual Swiss mandatory health insurance (KVG) in relation to himself, and also in relation to his spouse and dependent child/children in full time education resident in Switzerland from the time his spouse and such dependent child/children in full time education are resident in Switzerland, up to the amount of the premium applicable in the KVG scheme established by the Company.
- 10.2 Subject to clause 10.3, from the date the Executive is resident in Switzerland, the Company shall also establish a supplementary global private health insurance scheme in favour of the Executive, and his spouse and dependent child/children in full time education covering such family members resident in Switzerland, the USA and/or United Kingdom, subject to the Executive satisfying certain eligibility criteria and subject to the rules of the scheme as amended from time to time. This global private health insurance scheme will be established with Cigna Global (or similar global medical insurance provider). The Company will be entitled at any time to amend the terms of the insurance cover provided to the Executive and the Executive's family (as applicable) pursuant to such scheme provided a customary level of cover consistent with this clause 10.2 is provided.
- 10.3 The maximum contribution that the Company will pay towards the total annual combined costs of the health insurance policies/schemes described in clauses 10.1 and 10.2 in any year of such policies/schemes will be 35,000 USD. Any amount of the total annual combined costs for such health insurance policies/schemes described in clauses 10.1 and 10.2 in excess of 35,000 USD shall be paid by the Executive, either as a deduction from his monthly payroll, or otherwise as agreed by the parties.

- 10.4 The Company will procure the reimbursement of the cost (up to an amount of 2,200 USD per month) of the medical insurance policy currently held by the Executive (for himself and his family). The Executive shall provide satisfactory documentary evidence to the Company of his current medical insurance policy to facilitate prompt reimbursement hereunder.
11. **Pension plan and Accident insurance**
- 11.1 The Executive participates in the Company's Swiss pension fund and is subject to the regulations concerning employee contributions and benefits as applicable from time to time.
- 11.2 The Executive shall be insured against professional and non-professional accidents in accordance with Accident Insurance Law and with the Company's supplementary accident insurance policy.
12. **Benefit Plans**
- The Executive will be eligible for participation in the benefit plans specified herein and such other benefit plans as may be approved in writing by the Company and specifically applied to the Executive by notice in writing from the Company from time to time. Participation in such benefit plans will be subject always to the rules and conditions applicable to each such plan. The Company reserves the right at all times to vary or discontinue any benefit plans in which the Executive may be entitled to participate. The Company will also have the right to substitute new benefit plans for any plan in which the Executive may be eligible to participate.
13. **Holidays**
- The Executive will, in addition to his statutory public holiday entitlements that are applicable in Zug be entitled to paid holiday leave at the rate of 25 working days per annum (and pro rata for any lesser period) to be taken at such time as the Reporting Authority considers most convenient having regard to the requirements of the Company's business and to the wishes of the Executive.
14. **Incapacity**
- 14.1 In case the Executive is prevented from performing his work, he shall inform his Reporting Authority without any delay. In case of incapacity due to illness or accident, the Executive must present a medical certificate as from the 4th day of illness at the latest, or earlier upon request. The Company reserves the right to require the Executive to undergo a medical examination by the Company's doctor or an independent medical practitioner at Company's own costs.
- 14.2 The Company has established a customary insurance policy for loss of salary due to inability to work in case of illness that will be in place at the time the Executive is resident in Switzerland. The scope and term of the insurance benefits are determined by the conditions of the insurance contract as in force at the time, which current version has been provided to the Executive. The conditions of the insurance may vary at any time. Any contribution to the payment of the premium by the Executive (maximum 50% of the total premium) pursuant to this customary insurance policy will be effected per a deduction from the monthly salary. The Company is free from all other obligations as to the Article 324a CO with regards to illness.

15. **Confidential Information**

- 15.1 The Executive will not, except as authorised or required by his duties or as required by law or a court of competent jurisdiction, reveal to any person, persons or company, any of the trade secrets or confidential information, operations, notices or dealings of the Company or any information concerning the organisation, business, finances, transactions or affairs of the Company and/or any of its associated companies which may come to his knowledge during his employment hereunder and will keep with complete secrecy all confidential information entrusted to him and will not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Company or its business or in any way be likely to do so. It is agreed that this restriction will continue to apply after the termination of this Agreement without limit in point of time but will cease to apply to information or knowledge which may come into the public domain through no act, omission, unauthorised disclosure or other breach on his part of the provisions of this Agreement.
- 15.2 The Executive will not during the continuance of this Agreement make otherwise than for the benefit of the Company any note, memorandum or other record relating to any matter within the scope of business of the Company or concerning any of its dealings or affairs nor will the Executive either during the continuance of this Agreement or afterwards use or permit to be used any such notes, memoranda or records otherwise than for the benefit of the Company it being the intention of the parties hereto that all such notes, memoranda and records (whether in writing or data based) made by the Executive will be the property of the Company and will be left at its registered office on the termination of the Executive's employment or earlier if so requested by the Board.

16. **Return of Company property**

Upon the termination of the Executive's employment with the Company for any reason whatsoever or at any other time upon request of the Company, the Executive shall immediately remit all of the Company's property in his possession or under his control to the Company, including but not limited to, any material whatsoever, whether written, printed, recorded, digitized or otherwise kept, and any copy or reproduction of such material that he has in his possession or under his control and which pertains or relates, in any manner whatsoever, to his employment with the Company, to the confidential information or to the commercial activities of the Company. The Executive undertakes not to keep any copies or reproductions of any material that may be in his possession or under his control for any reason whatsoever and to provide, if so requested by the Company, a sworn statement or affidavit certifying that he has, in fact, returned the Company's property, including, without limitation, any and all of the Company's confidential information, following the termination of his employment, without having kept copies or reproductions.

17. **Intellectual Property Rights**

17.1 In this clause 17:

- (a) 'Intellectual Property' means, without limitation, patents, inventions, know-how, trade secrets and other confidential information, rights in design (registered and unregistered), copyright including copyright works, data, database rights and sui generis rights, rights affording equivalent protection to copyright, semiconductor topography rights, trade marks, service marks, logos, domain names, business names, trade names, brand names, certification marks, assumed names and other indicators or origin, and all other industrial or intellectual property developed, discovered, acquired, conceived or made by the Executive in connection with and/or during the course of his employment or otherwise in any way affecting, connected or related to the performance of his duties hereunder; and
- (b) 'Intellectual Property Rights' means any present or future rights title and interest and applications for rights title and interest or forms of protection of similar nature or having similar effect in one part of the world, or relating to Intellectual Property and copyright works including (without prejudice to the generality of the foregoing) author certificates, inventor certificates, improvement patents, utility certificates, moral rights, models and certificates of addition and including any divisions, renewals, continuation, extensions or reissues thereof and rights in the nature of unfair competition rights and rights for passing off.

17.2 The Executive acknowledges and agrees that any Intellectual Property arising from the performance of his duties under this Agreement will belong to and be the absolute property of the Company and the Executive undertakes not to dispute the Company's ownership of such Intellectual Property.

17.3 The Executive will disclose full details of all Intellectual Property arising from the performance of his duties under this Agreement to the Company and the Executive hereby agrees to assign and does hereby expressly assign to the Company all Intellectual Property Rights for their full term throughout the world including without limitation the right to sue for any infringement or threatened infringement of any such Intellectual Property Rights, title or interest whether such infringement or threatened infringement occurs prior to or after the execution of this Agreement and waives all moral rights he may have in respect of such Intellectual Property.

17.4 The Executive acknowledges and agrees that it may not now or at any time in the future use or exploit the Intellectual Property without the express written permission of the Company, except insofar as is necessary for the performance of his duties hereunder.

17.5 The Executive warrants and represents that the Executive will be the sole beneficial owner of Intellectual Property Rights and that the Executive will be free to assign such Intellectual Property Rights to the Company pursuant hereto without any third party claims, liens, charges or encumbrances of any kind and that the Executive is free of any duties or obligations to third parties, which may conflict with the terms of this agreement. The Executive agrees to indemnify the Company against any and all liability, loss, damage, costs and expenses which the Company may incur or suffer as a result of a breach by the Executive of the warranties set out in this clause 17.5.

- 17.6 The Company (or its nominee) will, in its sole discretion, be entitled to apply for Intellectual Property Rights in respect of the Intellectual Property.
- 17.7 The Executive agrees if and whenever required to do so (whether during or after the termination of this Agreement) at the expense of the Company to do all things necessary, execute such deeds and documents and provide all such assistance as the Company may reasonably require to enable the Company to obtain and maintain the benefit of all Intellectual Property Rights in any part of the world and the Executive acknowledges that he will not be entitled to any further compensation or fees in respect of the performance of his obligations under this clause save as may be provided for by law.
- 17.8 The Executive irrevocably appoints the Company to be the Executive's attorney or agent in the Executive's name and on the Executive's behalf to do all such acts and things and to sign all such deeds and documents as may be necessary in order to give the Company the full benefit of the provisions of this clause and the Executive agrees that a certificate in writing in favour of any third party signed by any duly authorised officer of the Company that any act or thing or deed, document or instrument falls within the authority hereby conferred will be conclusive evidence that this is the case.
- 17.9 The Executive warrants and represents that none of the Intellectual Property Rights or the exercise of them will infringe any intellectual property rights of which a third party is the proprietor including, in particular but without limitation, any patents, copyrights, registered designs, moral rights or rights of confidence. The Executive agrees to indemnify the Company against any and all liability, loss, damage, costs and expenses which the Company or a third party may incur or suffer whether direct or consequential (including but without limitation any economic loss or other loss of profits, business or goodwill) as a result of any dispute or contractual, tortious or other claims or proceedings brought against the Company by a third party alleging infringement of its intellectual property rights by reason of the use or exploitation of any Intellectual Property, conceived, originated, made or developed by the Executive **PROVIDED ALWAYS** that:
- (a) the Company will forthwith give written notice to the Executive of any claims or proceedings following receipt of them;
 - (b) the Company will make no admission of liability and must give the Executive sole authority to defend or settle the claims or proceedings at the Executive's cost and expense;
 - (c) the Company must give the Executive all reasonable assistance in connection with the claims or proceedings at the Executive's cost and expense;

- (d) in addition to the aforesaid indemnity, where an injunction restraining use or exploitation by the Company of any Intellectual Property is, in the opinion of the Company's legal advisers, likely to be granted to the third party, the Executive's will do all such acts and things either to render them non-infringing without affecting any of the Executive's other duties and obligations under this agreement or will obtain a licence from the third party granting the Company the right to continue using them.

17.10 The obligations of the parties under this clause 17 will survive the expiry or the termination of this Agreement for whatever reason.

18. Termination

18.1 This Agreement is entered into for an indefinite term.

18.2 There is no probation period.

18.3 The Agreement may be terminated by either party upon a six months' prior written notice (net) to the other party.

18.4 Termination with immediate effect for a justified cause pursuant to Article 337 Swiss Code of Obligations (CO/OR) is reserved. By way of example only, any of the following may be regarded as a justified cause for the Company to terminate the Agreement at any time with immediate effect: if the Executive will at any time:

- (a) commit any serious breach or persistent breach of any of the provisions herein contained and (if capable of remedy) fail to remedy the same within 30 days of being called upon to do so by the Company;
- (b) be guilty of fraud, dishonesty, gross misconduct or wilful neglect in the discharge of his duties hereunder;
- (c) become bankrupt or make any arrangement or composition with his/her creditors generally;
- (d) be convicted of any criminal offence other than an offence which in the reasonable opinion of the Board does not affect his position.

18.5 The Board may at any time, and whether pending an investigation or any disciplinary hearing involving the Executive or during the whole or any part of a period of notice to terminate the Executive's employment, suspend and/or require the Executive by notice in writing not to attend for work and/or perform his functions hereunder. The Executive may also during any period of suspension be required not to communicate with suppliers, customers, other business connections or other employees of the Company and/or its associated companies and may be relieved of some or all of his powers and duties. The exercise of any or all of its powers under this clause 18.5 by the Board on behalf of the Company will not relieve the Company of its obligations to pay such salary and other benefits as are due to the Executive under this Agreement nor will it relieve him of any other obligations to the Company under this Agreement. The exercise of any or all of its powers under this clause 18.5 by the Board will not amount to or be treated by the Executive as a repudiation of this Agreement or as the termination of the Executive's employment by the Company.

- 18.6 Upon the termination of this Agreement for whatsoever reason, the Executive will, unless requested by the Chairman of the Board in writing not to do so, resign without claim for compensation from any offices held by him in the Company and/or in any of its associated companies and in the event of his failure to do so, the Chairman of the Board is hereby irrevocably authorised to appoint some person as his attorney in his name and on his behalf to execute all documents and to do all things requisite to give effect thereto.
- 18.7 The Executive will be eligible for severance pay and benefits under terms and conditions that are no less favourable than pursuant to Amarin Corporation plc's Executive Severance and Change of Control Plan effective January 28, 2021 (the 'Executive Severance and Change of Control Plan'), subject to any Swiss law requirements. Any benefits to which the Executive may be entitled to receive under the Executive Severance and Change of Control Plan or any other Company change in control severance payment plan from time to time will be inclusive of the Executive's notice period entitlement referred to at clause 18.3 above, such that the Executive shall not be entitled to both severance and notice benefits (i.e. the remuneration/benefits paid during notice period will be deducted from the severance pay and benefits, if any are applicable).

19. **Garden Leave**

The Company may require the Executive to take garden leave ("Garden Leave") and not to attend at work and/or not to undertake all or any of his duties hereunder during all or any part of any period of notice (whether given by the Executive or the Company) **PROVIDED ALWAYS** that during any period of Garden Leave the Executive will continue to receive his salary and contractual benefits and all obligations and entitlements under this Agreement continue to apply and the Executive otherwise remains bound by his employment obligations to the Company (including the obligation of exclusive service to the Company). If the Executive is required to take Garden Leave the Company may require the Executive:

- (a) not to attend at his place of work or any of the Company's other premises;
- (b) not to carry out all or part of his duties during the notice period;
- (c) to return to the Company all documents and other materials (including Copies) belonging to the Company;
- (d) not without the prior written permission of the Company contact or attempt to contact any of the Company's clients, customers, suppliers, agents, professional advisers, brokers, or bankers or any of the Company's employees; and

- (e) engage in, or be concerned with, or provide services to, (whether as an employee, director, agent, partner, consultant or otherwise) any other business until the date that employment terminates.

20. Post Termination Restrictions

- 20.1 During the Restricted Period, the Executive will not either directly or indirectly (without the prior written consent issued by the Board), within the Restricted Territory:
- (a) solicit the services of, or entice away from the Company and/or any associated company, employ or engage, or attempt to do any of the foregoing, whether on his own behalf or on behalf of others, any person who is or was an executive director or a senior manager of the Company or of any associated company at any time during the twelve (12) month period immediately preceding the Termination Date; and/or
 - (b) solicit or entice away from the Company and/or any associated company, or attempt to do so, the custom or business of any person who or which is, or was, a customer of the Company and/or of any Associated Companies with whom the Executive had contact by virtue his employment with the Company at any time during the twelve (12) month period immediately preceding the Termination Date; and/or
 - (c) directly or indirectly, whether as owner, partner, shareholder, director, manager, consultant, agent, employee, co-venturer or otherwise, work for or be engaged by or concerned or interested (except as the holder of any shares, stock or debentures which in aggregate do not exceed 1% of the total shares, stocks or debentures of a company quoted on any recognised stock exchange) in any person which is in competition with the Company and/or any associated company, which is engaged in any business activity anywhere in the world involving the development, manufacturing or marketing of any products, or the performance of any services which products or services are similar to the products or services of the Company and/or any associated company, or products or services that the Company and/or any associated company has under development or that are the subject of active planning at any time during the Executive's employment with the Company, including without limitation, any entity that provides or has active plans to provide products and/or services in the area of triglyceride management.
- 20.2 The Executive hereby acknowledges and agrees that the covenants and provisions of this clause 20 hereof are separate and severable and that the restrictions therein contained are fair and reasonable in all the circumstances. In the event, however, that any of the restrictions contained in this clause 20 are adjudged by a court of competent jurisdiction to go beyond what is reasonable, in all the circumstances, for the protection of the legitimate interests of the Company and/or any associated company but would be adjudged reasonable if any particular restriction or restrictions, or part thereof, were deleted in any manner, then the restrictions in question will apply with such deletions as may be decided by a court of competent jurisdiction, without affecting the remaining provisions thereof.

- 20.3 In case of breach of the clause 20.1 (a) and (b), the Executive shall pay to the Company a penalty in the amount corresponding to 6 months of his last salary for each instance of violation. In case of breach of the clause 20.1 (c), the Executive shall pay to the Company a penalty in the amount of corresponding to 12 months of his last salary. Payment of the penalty shall not discharge the Executive from complying with his undertakings pursuant to clause 20.1 (all littera).

In addition to the payment of the penalty and any further damages the Company may have incurred as a result of the breach, the Company shall have the right to request that the Executive ceases and desists from any prohibited activities and to apply to the courts for injunctive relief.

21. **Data Protection**

- 21.1 The Executive acknowledges that the Company may process personal data to the extent that such data concern the Executive's suitability for his/her job or are necessary for the performance of the employment contract. These data include personal information (e.g. name, address, employment history, emergency contact details, etc.), and other information necessary for processing the payroll, taxation or legal purposes. The Executive may have access to the personal data held on him upon request.
- 21.2 The Executive acknowledges that the Company may transfer and process his data to associated companies or third parties, in and outside Switzerland, including to the United States of America or to countries within the European Economic Area (EEA) where the Company has associated companies and/or service providers, for supporting the Company in human resources, legal, management, accounting or financial matters. The Company shall take appropriate steps to ensure that the information will have an adequate level of data protection in other countries outside Switzerland. The Company holds personal information about the Executive. The Executive's data will be retained for the adequate duration of his employment plus an additional period to address the relevant retention and limitation periods determined by law. The Company will process the Executive's personal information in accordance with data protection laws and the Executive can consult the Company's Data Protection Policy for details about how to exercise his rights in respect of his data.
- 21.3 The Company will ensure that the Executive's information is accurate, kept up to date and not kept for longer than is necessary. The Executive must let the Company know of any material change in his personal data (e.g. address, contact details, next of kin for emergency contact purposes, etc.). The Company will also take measures to safeguard the Executive's data against unauthorised or unlawful processing and accidental loss or destruction or damage.

- 21.4 The Company relies on the Executive as an employee to comply with all applicable workplace policies and procedures governing the use of Company facilities and the use and disclosure of data, with which the Executive must comply. The Company reserves the right to monitor the Executive's use of Company facilities where the Company believes it is necessary to ensure compliance with acceptable usage and other applicable policies so the Executive must not assume that workplace email communications, social media use or web-use are private. The Executive is advised that where appropriate and available, evidence such as CCTV footage, web-logs, etc. will be used by the Company in the context of internal investigations and/or disciplinary proceedings.
22. **Collective Agreement**
- There is no collective agreement which directly affects the Executive's employment.
23. **Variation**
- In addition to any specific reservations referred to in this Agreement, the Company reserves the right to make changes of a minor, administrative, or non-fundamental nature to the terms and conditions of the Executive's employment from time to time. Additionally, the Company reserves the right to introduce and amend employment policies and procedures. Wherever practicable, the Executive will be given reasonable advance notice of any such change.
24. **Entire Agreement**
- This Agreement enters into force on the 12th day of April 2021. As of that date, it supersedes and replaces the employment contract dated June 17, 2020 and the letter agreement between the Executive and the Company executed on June 18, 2020. The Executive's existing equity awards and the equity award agreements governing such equity awards remain in full force and effect. All other prior and contemporaneous agreements written or oral, between the parties regarding the subject matter hereof are superseded by this Agreement. Neither party has relied upon representations or statements made by the other party hereto which are not specifically set forth in this Agreement. Any amendments or additions to the provisions hereof will be confirmed in writing by the Company to the Executive and agreed by him and unless so confirmed and agreed will not be binding on the parties hereto.
25. **Independent Legal Advice**
- The Executive acknowledges that he has been given the opportunity to take independent legal advice before signing this Agreement and understands the terms and effect of this Agreement.
26. **Governing Law**
- The Agreement shall be governed by Swiss law without regard to its conflict of laws rules.

27. **General**

- 27.1 The obligations of and restrictions imposed on the Executive under the provisions of this Agreement are in addition to and not in substitution for any obligations and restrictions imposed on the Executive by law.
- 27.2 In the event that any of this Agreement is void and unenforceable in whole or in part, for any reason for whatsoever, this unenforceability or invalidity will not affect the enforceability or validity of the remaining terms and/or conditions.
- 27.3 The benefit of each agreement and obligation of the Executive under this Agreement may be assigned to and enforced by all successors and assigns for the time being of the Company and its Associated Companies and such agreements and obligations will operate and remain binding notwithstanding the termination of this Agreement.
- 27.4 Notices may be given by either party by hand or by post or e-mail message addressed to the other party at (in the case of the Company) its registered office for the time being and, in the case of the Executive, his last known address.
- 27.5 The expiration or determination of this Agreement howsoever arising will not affect such of the provisions hereof as are expressed to operate or have effect thereafter and will be without prejudice to any right of action already accrued to either party in respect of any breach of this Agreement by the other party.
- 27.6 A waiver by either party of any breach by the other party of any of the terms, provisions or conditions of this Agreement or the acquiescence of such party in any act (whether of commission or omission) which but for such acquiescence would be a breach as aforesaid will not constitute a general waiver of such terms, provision or condition or of any subsequent act contrary thereto.
- 27.7 This Agreement may be executed by the parties hereto on separate counterparts each of which when executed and delivered will constitute an original, it being the intent that all such counterparts together will constitute but one and the same instrument.
- 27.8 References to the masculine gender include the feminine gender where applicable.

IN WITNESS whereof the parties hereto have executed this Agreement in manner hereinafter appearing the day and year first above written.

/s/ Michael Kalb

SIGNED by
Michael Kalb, Manager (“Geschäftsführer”) of Amarin Switzerland GmbH
for and on behalf of the Company

/s/ Karim Mikhail

SIGNED
by the said
Karim Mikhail



Amarin Announces CEO Succession Plan

John Thero to Retire as President and CEO on August 1, 2021

Board Appoints Karim Mikhail, Current SVP and Head of Commercial for Europe, as Successor

DUBLIN, Ireland and BRIDGEWATER, N.J., April 12, 2021 — Amarin Corporation plc (NASDAQ:AMRN) today announced that John F. Thero, 60, has informed the board of directors of his plan to retire as president and chief executive officer, effective August 1, 2021. He will also step down from the board at that time. The board has appointed Karim Mikhail, 50, Amarin’s senior vice president and head of commercial for Europe, to succeed Mr. Thero as the company’s next president and chief executive officer. Mr. Mikhail will join the board upon his effective date. Mr. Thero will continue to provide his guidance and expertise to the company in an advisory capacity through the end of 2021.

Mr. Mikhail joined Amarin in 2020 from THEODON, a global commercial strategy consultancy he founded in 2018. Prior to this, Mr. Mikhail spent more than 20 years at Merck, where from 2014 to 2018 he served as global commercial leader for Merck’s \$4 billion lipid franchise, overseeing P&L and leading the worldwide launch of ezetimibe with the IMPROVE-IT study indication. In this role, he was responsible for reversing the business’ decline in the U.S. market and globally, accelerating revenue by an additional \$380 million through the launch of ATOZET and driving EBITDA growth through international expansion. Prior to that, Mr. Mikhail led the successful commercial launch of dozens of products, including ezetimibe and various molecules in diabetes, hypertension, immunology, and oncology, and served as Merck’s chief marketing officer for Europe, Middle East and Africa and chief operating officer for emerging markets. At Amarin, Mr. Mikhail has been responsible for preparing commercialization of the company’s lead product in Europe, for which regulatory approval was received on March 30, 2021.

Dr. Lars Ekman, Chairman of Amarin’s Board of Directors, commented, “After 12 years at Amarin, and the last seven as CEO, John has decided now is the right time to announce his retirement. We owe enormous gratitude to John as under his leadership roles, with the support of the entire Amarin team, the company has completed multiple successful clinical trials, launched its lead product VASCEPA® (icosapent ethyl) in the United States, and has initiated its international expansion plans, including commercialization in Europe following the recent marketing authorization of VAZKEPA from the European Commission. John and the entire board have taken a thoughtful approach to succession planning designed to ensure that Amarin is best positioned to both continue its progress in the United States and accelerate its growth trajectory globally. The board has been increasingly impressed with Karim’s strategic and operational capabilities, and his clear passion for VASCEPA and vision for continuing Amarin’s progress worldwide make him the clear choice to succeed John. We look forward to an exciting new chapter for the highly capable Amarin team under Karim’s leadership.”

“While announcing my retirement is a bittersweet moment for me, I have every confidence in Amarin and its outstanding employees who are dedicated to the patients and shareholders we serve,” said Mr. Thero. “2021 is a pivotal year for Amarin as we continue to develop markets for our important drug, VASCEPA. As the first-and-only drug approved by each of the U.S. FDA, European Commission, and Health Canada for treatment of the studied

high-risk patients with persistent cardiovascular risk after statin therapy, we are proud of our role in ushering in a new era in cardiovascular care. With our unique therapeutic solution and deep bench of internal talent, I believe that now is an ideal time to transition leadership to Karim as we work to realize Amarin's full potential. Since Karim joined Amarin last year, he has proven himself to be an invaluable member of the leadership team and a true partner to me as we prepare for the commercialization of VAZKEPA in Europe. I am excited to continue working closely with him and the board to facilitate a successful transition over the coming months."

Mr. Mikhail stated, "I joined Amarin last year because I was inspired by the company's entrepreneurial spirit in addressing such a large unmet medical need and the potential to set a new standard of cardiovascular care. I am honored to take on this new role. We have an unparalleled product with outstanding evidence, positive efficacy and safety profile, and tremendous momentum with our near-term European launch plans and expected commercial approval in China near the end of 2021. Amarin's team is first rate and I am excited to build upon the strong commercial progress in the United States. I look forward to working with John, the board and the entire Amarin team as we capture the significant growth opportunities ahead."

About Karim Mikhail

Mr. Mikhail, 50, joined Amarin in July 2020, and currently serves as senior vice president and head of commercial for Europe where he has responsibility for the company's commercialization of VAZKEPA in Europe. He was previously with Merck for 22 years, in seven different countries, spanning three continents, where he held positions of increasing responsibility, including as global commercial leader for Merck's \$4 billion lipid franchise and chief marketing officer for Europe, Middle East and Africa and chief operating officer for emerging markets. Mr. Mikhail led THEODON, a global commercial strategy consultancy he founded in 2018.

Mr. Mikhail is a pharmacist by training and holds a master's degree in biopharmaceutical marketing and management from the graduate school of business in Paris, École Supérieure de Commerce de Paris (ESCP).

About Amarin

Amarin is an innovative pharmaceutical company leading a new paradigm in cardiovascular disease management. From our scientific research foundation to our focus on clinical trials, and now our commercial expansion, we are evolving and growing rapidly. Amarin has offices in Bridgewater, New Jersey in the United States, Dublin in Ireland, and Zug in Switzerland as well as commercial partners and suppliers around the world. We are committed to rethinking cardiovascular risk through the advancement of scientific understanding of the impact on society of significant residual risk that exists beyond traditional therapies, such as statins for cholesterol management.

About Cardiovascular Risk

Cardiovascular disease is the number one cause of death in the world. In the United States alone, cardiovascular disease results in 859,000 deaths per year.¹ And the number of deaths in the United States attributed to cardiovascular disease continues to rise. In addition, in the United States there are 605,000 new and 200,000 recurrent heart attacks per year (approximately 1 every 40 seconds). Stroke rates are 795,000 per year (approximately 1 every 40 seconds), accounting for 1 of every 19 U.S. deaths. In aggregate, in the United States alone, there are more than 2.4 million major adverse cardiovascular events per year from cardiovascular disease or, on average, 1 every 13 seconds.

Controlling bad cholesterol, also known as LDL-C, is one way to reduce a patient's risk for cardiovascular events, such as heart attack, stroke or death. However, even with the achievement of target LDL-C levels, millions of patients still have significant and persistent risk of cardiovascular events, especially those patients with elevated

triglycerides. Statin therapy has been shown to control LDL-C, thereby reducing the risk of cardiovascular events by 25-35%.² Significant cardiovascular risk remains after statin therapy. People with elevated triglycerides have 35% more cardiovascular events compared to people with normal (in range) triglycerides taking statins.^{3,4,5}

About REDUCE-IT®

REDUCE-IT was a global cardiovascular outcomes study designed to evaluate the effect of VASCEPA in adult patients with LDL-C controlled to between 41-100 mg/dL (median baseline 75 mg/dL) by statin therapy and various cardiovascular risk factors including persistent elevated triglycerides between 135-499 mg/dL (median baseline 216 mg/dL) and either established cardiovascular disease (secondary prevention cohort) or diabetes mellitus and at least one other cardiovascular risk factor (primary prevention cohort).

REDUCE-IT, conducted over seven years and completed in 2018, followed 8,179 patients at over 400 clinical sites in 11 countries with the largest number of sites located within the United States. REDUCE-IT was conducted based on a special protocol assessment agreement with FDA. The design of the REDUCE-IT study was published in March 2017 in *Clinical Cardiology*.⁶ The primary results of REDUCE-IT were published in *The New England Journal of Medicine* in November 2018.⁷ The total events results of REDUCE-IT were published in the *Journal of the American College of Cardiology* in March 2019.⁸ These and other publications can be found in the R&D section on the company's website at www.amarincorp.com.

About VASCEPA® (icosapent ethyl) Capsules

VASCEPA (icosapent ethyl) capsules are the first-and-only prescription treatment approved by the U.S. Food and Drug Administration (FDA) comprised solely of the active ingredient, icosapent ethyl (IPE), a unique form of eicosapentaenoic acid. VASCEPA was launched in the United States in January 2020 as the first and only drug approved by the U.S. FDA for treatment of the studied high-risk patients with persistent cardiovascular risk after statin therapy. VASCEPA was initially launched in the United States in 2013 based on the drug's initial FDA approved indication for use as an adjunct therapy to diet to reduce triglyceride levels in adult patients with severe (≥ 500 mg/dL) hypertriglyceridemia. Since launch, VASCEPA has been prescribed over ten million times. VASCEPA is covered by most major medical insurance plans. In addition to the United States, VASCEPA is approved and sold in Canada, Lebanon and the United Arab Emirates. In Europe, in March 2021 marketing authorization was granted to icosapent ethyl in the European Union for the reduction of risk of cardiovascular events in patients at high cardiovascular risk, under the brand name VASKEPA.

Indications and Limitation of Use (in the United States)

VASCEPA is indicated:

- As an adjunct to maximally tolerated statin therapy to reduce the risk of myocardial infarction, stroke, coronary revascularization and unstable angina requiring hospitalization in adult patients with elevated triglyceride (TG) levels (≥ 150 mg/dL) and
 - established cardiovascular disease or
 - diabetes mellitus and two or more additional risk factors for cardiovascular disease.
- As an adjunct to diet to reduce TG levels in adult patients with severe (≥ 500 mg/dL) hypertriglyceridemia.

The effect of VASCEPA on the risk for pancreatitis in patients with severe hypertriglyceridemia has not been determined.

Important Safety Information

- VASCEPA is contraindicated in patients with known hypersensitivity (e.g., anaphylactic reaction) to VASCEPA or any of its components.

- VASCEPA was associated with an increased risk (3% vs 2%) of atrial fibrillation or atrial flutter requiring hospitalization in a double-blind, placebo-controlled trial. The incidence of atrial fibrillation was greater in patients with a previous history of atrial fibrillation or atrial flutter.
- It is not known whether patients with allergies to fish and/or shellfish are at an increased risk of an allergic reaction to VASCEPA. Patients with such allergies should discontinue VASCEPA if any reactions occur.
- VASCEPA was associated with an increased risk (12% vs 10%) of bleeding in a double-blind, placebo-controlled trial. The incidence of bleeding was greater in patients receiving concomitant antithrombotic medications, such as aspirin, clopidogrel or warfarin.
- Common adverse reactions in the cardiovascular outcomes trial (incidence ³3% and ³1% more frequent than placebo): musculoskeletal pain (4% vs 3%), peripheral edema (7% vs 5%), constipation (5% vs 4%), gout (4% vs 3%), and atrial fibrillation (5% vs 4%).
- Common adverse reactions in the hypertriglyceridemia trials (incidence >1% more frequent than placebo): arthralgia (2% vs 1%) and oropharyngeal pain (1% vs 0.3%).
- Adverse events may be reported by calling 1-855-VASCEPA or the FDA at 1-800-FDA-1088.
- Patients receiving VASCEPA and concomitant anticoagulants and/or anti-platelet agents should be monitored for bleeding.

Key clinical effects of VASCEPA on major adverse cardiovascular events are included in the Clinical Studies section of the prescribing information for VASCEPA as set forth below:

Effect of VASCEPA on Time to First Occurrence of Cardiovascular Events in Patients with Elevated Triglyceride levels and Other Risk Factors for Cardiovascular Disease in REDUCE-IT

	VASCEPA		Placebo		VASCEPA vs Placebo
	N = 4089 n (%)	Incidence Rate (per 100 patient years)	N = 4090 n (%)	Incidence Rate (per 100 patient years)	Hazard Ratio (95% CI)
Primary composite endpoint					
Cardiovascular death, myocardial infarction, stroke, coronary revascularization, hospitalization for unstable angina (5-point MACE)	705 (17.2)	4.3	901 (22.0)	5.7	0.75 (0.68, 0.83)
Key secondary composite endpoint					
Cardiovascular death, myocardial infarction, stroke (3-point MACE)	459 (11.2)	2.7	606 (14.8)	3.7	0.74 (0.65, 0.83)
Other secondary endpoints					
Fatal or non-fatal myocardial infarction	250 (6.1)	1.5	355 (8.7)	2.1	0.69 (0.58, 0.81)
Emergent or urgent coronary revascularization	216 (5.3)	1.3	321 (7.8)	1.9	0.65 (0.55, 0.78)
Cardiovascular death [1]	174 (4.3)	1.0	213 (5.2)	1.2	0.80 (0.66, 0.98)
Hospitalization for unstable angina [2]	108 (2.6)	0.6	157 (3.8)	0.9	0.68 (0.53, 0.87)
Fatal or non-fatal stroke	98 (2.4)	0.6	134 (3.3)	0.8	0.72 (0.55, 0.93)

[1] Includes adjudicated cardiovascular deaths and deaths of undetermined causality.

[2] Determined to be caused by myocardial ischemia by invasive/non-invasive testing and requiring emergent hospitalization.

Forward-Looking Statements

This press release contains forward-looking statements, including statements about expectations for continued company progress in the United States and accelerated growth trajectory globally, anticipated regulatory approvals and related timing and a smooth management transition. These forward-looking statements are not promises or guarantees and involve substantial risks and uncertainties that may individually or together impact the matters herein and cause actual results, events and performance to differ materially from such forward looking statements. Among the factors that could cause actual results to differ materially from those described or projected herein include the following: events that could impact future regulatory assessment, such as delays due to COVID-19 restrictions, later arising data, regulatory reviews and pricing assessments, and the successful implementation of commercialization plans or other information, uncertainties associated with litigation generally and patent litigation specifically; Amarin's ability generally to maintain adequate patent protection and successfully enforce patent claims against third parties; and uncertainties associated generally with research and development and regulatory submissions, reviews, action dates and approvals. A further list and description of these risks, uncertainties and other risks associated with an investment in Amarin can be found in Amarin's filings with the U.S. Securities and Exchange Commission, including its most recent annual report on Form 10-K. Existing and prospective investors are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. Amarin undertakes no obligation to update or revise the information contained in this press release, whether as a result of new information, future events or circumstances or otherwise. Amarin's forward-looking statements do not reflect the potential impact of significant transactions the company may enter into, such as mergers, acquisitions, dispositions, joint ventures or any material agreements that Amarin may enter into, amend or terminate.

Availability of Other Information About Amarin

Investors and others should note that Amarin communicates with its investors and the public using the company website (www.amarincorp.com), the investor relations website (investor.amarincorp.com), including but not limited to investor presentations and investor FAQs, Securities and Exchange Commission filings, press releases, public conference calls and webcasts. The information that Amarin posts on these channels and websites could be deemed to be material information. As a result, Amarin encourages investors, the media, and others interested in Amarin to review the information that is posted on these channels, including the investor relations website, on a regular basis. This list of channels may be updated from time to time on Amarin's investor relations website and may include social media channels. The contents of Amarin's website or these channels, or any other website that may be accessed from its website or these channels, shall not be deemed incorporated by reference in any filing under the Securities Act of 1933.

Amarin Contact Information

Investor Inquiries:

Investor Relations

Amarin Corporation plc

In U.S.: +1 (908) 719-1315

IR@amarincorp.com (investor inquiries)

Solebury Trout

amarinir@troutgroup.com

Media Inquiries:

Communications

Amarin Corporation plc

In U.S.: +1 (908) 892-2028

PR@amarincorp.com (media inquiries)

AMARIN, REDUCE-IT, VASCEPA and VAZKEPA are trademarks of Amarin Pharmaceuticals Ireland Limited. VAZKEPA is a registered trademark in Europe and other countries and regions and is pending registration in the United States.

- 1 American Heart Association. Heart Disease and Stroke Statistics—2020 Update: A Report From the American Heart Association. *Circulation*. 2020;141:e139–e596.
- 2 Ganda OP, Bhatt DL, Mason RP, et al. Unmet need for adjunctive dyslipidemia therapy in hypertriglyceridemia management. *J Am Coll Cardiol*. 2018;72(3):330-343.
- 3 Budoff M. Triglycerides and triglyceride-rich lipoproteins in the causal pathway of cardiovascular disease. *Am J Cardiol*. 2016;118:138-145.
- 4 Toth PP, Granowitz C, Hull M, et al. High triglycerides are associated with increased cardiovascular events, medical costs, and resource use: A real-world administrative claims analysis of statin-treated patients with high residual cardiovascular risk. *J Am Heart Assoc*. 2018;7(15):e008740.
- 5 Nordestgaard BG. Triglyceride-rich lipoproteins and atherosclerotic cardiovascular disease—New insights from epidemiology, genetics, and biology. *Circ Res*. 2016;118:547-563.
- 6 Bhatt DL, Steg PG, Brinton E, et al., on behalf of the REDUCE-IT Investigators. Rationale and Design of REDUCE-IT: Reduction of Cardiovascular Events with Icosapent Ethyl—Intervention Trial. *Clin Cardiol*. 2017;40:138-148.
- 7 Bhatt DL, Steg PG, Miller M, et al. Cardiovascular Risk Reduction with Icosapent Ethyl for Hypertriglyceridemia. *N Engl J Med*. 2019;380(1):11-22.
- 8 Bhatt DL, Steg PG, Miller M, et al., on behalf of the REDUCE-IT Investigators. Reduction in first and total ischemic events with icosapent ethyl across baseline triglyceride tertiles. *J Am Coll Cardiol*. 2019;74:1159-1161.