

**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 29, 2021 (April 28, 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 2.02. Results of Operations and Financial Condition.**

On April 29, 2021, Amarin Corporation plc (“Amarin”) issued a press release announcing its financial results for the three months ended March 31, 2021 (the “Press Release”). A copy of the Press Release is furnished herewith as Exhibit 99.1.

*The information in this report furnished pursuant to Item 2.02 shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section. It may only be incorporated by reference in another filing under the Exchange Act or the Securities Act of 1933, as amended (the “Securities Act”), if such subsequent filing specifically references the information furnished pursuant to Item 2.02 of this report.*

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

Also on April 29, 2021, Amarin announced that Joseph T. Kennedy plans to retire from his position as Amarin’s Executive Vice President, General Counsel and Strategic Initiatives and Secretary. Amarin has initiated a search for a new general counsel and Mr. Kennedy will remain in his roles until August 1, 2021 (or such later date as mutually agreed by Mr. Kennedy and Amarin) (the “Retirement Date”), as described in the transitional services and separation agreement entered into between Mr. Kennedy and Amarin on April 28, 2021 (the “Separation Agreement”). Mr. Kennedy will also provide transitional services to Amarin at least until October 31, 2021, subject to extension as set forth in the Separation Agreement, unless Mr. Kennedy sooner resigns or Amarin terminates his employment, or he and Amarin mutually agree in writing to extend Mr. Kennedy’s employment (the period concluding on the actual last date of his employment, the “Transition Period”). Mr. Kennedy’s retirement is at his initiative and there is no disagreement between Mr. Kennedy and the company, the chief executive officer or Amarin’s board of directors (the “Board”).

Following the Retirement Date and throughout the Transition Period, Mr. Kennedy will work approximately 30% of a full-time executive employee and his base salary will be reduced by 50%, except in connection with an extension as set forth in the Separation Agreement, in which case Mr. Kennedy will continue to work full time and be paid his full salary throughout the Transition Period.

Pursuant to and conditioned upon Mr. Kennedy’s compliance with the Separation Agreement, following the Transition Period, Mr. Kennedy will become a consultant to Amarin and be reasonably available to provide consulting services on an as-needed basis to Amarin, as mutually agreed, until March 31, 2022, subject to extension as set forth in the Separation Agreement, or as may otherwise be agreed to in writing by Mr. Kennedy and the Board (such period, the “Consulting Period”).

Pursuant to and conditioned upon Mr. Kennedy’s compliance with the Separation Agreement, (a) Mr. Kennedy 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 and (b) Mr. Kennedy’s outstanding equity awards will continue to vest through the Transition Period and during the Consulting Period (and in accordance with Amarin’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. Kennedy will also be entitled to certain other benefits and obligations as provided in the Separation Agreement, including certain benefits continuation.

The foregoing description of the Separation Agreement is not complete and is qualified in its entirety by reference to the Separation Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K.

**Item 7.01. Regulation FD Disclosure.**

On April 29, 2021, Amarin issued a press release regarding the retirement of Mr. Kennedy, which press release is furnished herewith as Exhibit 99.2 to this report.

*The information in this report furnished pursuant to Item 7.01 shall not be deemed “filed” for purposes of Exchange Act, or otherwise subject to the liabilities of that section. It may only be incorporated by reference in another filing under the Exchange Act or the Securities Act of 1933, if such subsequent filing specifically references the information furnished pursuant to Item 7.01 of this report.*

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**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

Exhibit No.	Description
<a href="#">10.1</a>	<a href="#">Transitional Services and Separation Agreement between Joseph T. Kennedy and Amarin Corporation plc, dated April 28, 2021</a>
<a href="#">99.1</a>	<a href="#">Press Release (results of operations), dated April 29, 2021 (furnished herewith)</a>
<a href="#">99.2</a>	<a href="#">Press Release (GC retirement), dated April 29, 2021 (furnished herewith)</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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## 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 29, 2021

Amarin Corporation plc

By: /s/ John F. Thero

John F. Thero

President and Chief Executive Officer

April 28, 2021

Joseph T. Kennedy

Re: **Transitional Services and Separation Agreement**

Dear Joe:

This letter confirms our agreement regarding your planned retirement and in connection therewith your resignation as EVP, General Counsel and Strategic Initiatives and Secretary of Amarin Corporation plc (the "Company") and related positions in affiliated companies. 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 13, 2011, as amended on June 29, 2012 and July 29, 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 October 6, 2011 (the "Restrictive Covenants Agreement"), the indemnification agreement between you and the Company dated December 13, 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 June 4, 2015 CEO letter to you regarding working in California, the June 4, 2013 letter to you regarding your cellphone number, the Restrictive Covenants Agreement, the Indemnification Agreement (as modified herein), 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; GC 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 the later of October 31, 2021 and, if the US Supreme Court grants the Company's pending petition for certiorari (the "Petition Event"), the date after oral argument (the "SCOTUS Completion Date") (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 GC Retirement Date (as defined below), during which time it is anticipated that you will continue to serve as EVP, General Counsel and Strategic Initiatives and Secretary of the Company, work full-time and be paid your current base salary at the rate of \$545,900 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) **GC Retirement Date.** Your retirement from the role of EVP, General Counsel and Strategic Initiatives and Secretary of the Company and Amarin Pharma, Inc. ("API") will be effective on the later of August 1, 2021 or such other date as mutually agreed by you and the Board and consistent with this Agreement (the "GC Retirement Date"). You acknowledge and agree that your retirement from such roles 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 GC 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 GC 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 \$272,950 per year during Phase Two. Notwithstanding the above, if the Petition Event Occurs, you will continue to work full time and be paid your normal salary until the SCOTUS Completion Date. 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 a 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 be reasonably available to provide consulting services on an as-needed basis to the Company as mutually agreed (the "Consulting Services") until March 31, 2022 or, if the Petition Event Occurs, March 31, 2023, or in either event, 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 such dates, as applicable, unless you and the Board agree in writing on or prior to such respective date 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 and you will continue to vest in such equity compensation as providing service to the Company by virtue of your availability to the Company 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. The Indemnification Agreement is hereby modified by replacing "as a director or officer of the Company or any Associated Company" in 2.1(a) thereof with "as a director or officer or contractor of the Company or any Associated Company." The Indemnification Agreement, as modified herein, will remain in full force and effect during the Consulting Period and for the period thereafter in accordance with the terms of the Indemnification Agreement. 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 50% 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, which will be no later than March 15, 2022. 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 (the latter of) 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 (I) 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 and (II) such service period may be extended by mutual written agreement. For the avoidance of doubt, you will not be eligible for any further equity awards during your employment or the Consulting Period unless (x) the Petition Event occurs in which case you will be eligible for an annual grant in Q1 2022 at your current tier, which grant shall be subject to vesting terms set forth in the applicable grant agreement, or (y) otherwise mutually agreed.

#### **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 California Fair Employment and Housing 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 also hereby waive the provisions of Section 1542 of the California Civil Code, which states, "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

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-solicitation restriction, provided that the Company shall not enforce any non-competition provision. 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 (other than the Company issued cellphone, which you may keep with your phone number, each at your own continued expense, provided, however, that you agree to first return any Company information that is on your cellphone to the Company and then, subject to any litigation document holds in place, wipe all Company information from your cellphone). After returning all such Company property to the Company, subject to litigation document holds then in place, 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"); provided that the Company shall only request Cooperation Services to the extent reasonably necessary and shall not use this Section 7(c) to solicit general advice from you regarding litigation matters or investigations or otherwise use this Section 7(c) to require you to perform the day-to-day duties that you performed as an employee or consultant. 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 other responsibilities 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 as it is, 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

The Company shall publicly issue the press release attached hereto as Exhibit A promptly following the signing of this agreement, which shall not be altered or supplemented in format or substance without agreement between you and the Board. 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 not already aware as of the date of this agreement until after the Company Announcement has been made; provided that you may also 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 CEO 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. Each party agrees that it would be difficult to measure any harm caused that might result from any breach of any of the Continuing Obligations. Money damages would be an inadequate remedy for any breach of the Continuing Obligations. Accordingly, each party agrees that if breach occurs, or a proposal to breach is evident, of any portion of the Continuing Obligations, the opposing party 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 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 California, 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 California 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/ Joseph T. Kennedy

Joseph T. Kennedy

Date: April 28, 2021

Exhibit A

*(furnished separately)*



## Amarin Reports First Quarter 2021 Financial Results and Provides Business Update

*Commercial Launch of VAZKEPA in Europe on Track to Commence in Q3 2021 Following Recent Market Authorization with VASCEPA®  
Growth in the United States Positioned to Increase as the Impact of COVID-19 Recedes*

*Expenses Managed in Q1 2021 to Minimize Operating Loss Despite Revenue Impact of COVID-19 and Other Factors*

*Management to Host Conference Call Today at 7:30 a.m. ET*

DUBLIN, Ireland and BRIDGEWATER, N.J., April 29, 2021 -- Amarin Corporation plc (NASDAQ:AMRN), today announced financial results for the quarter ended March 31, 2021 and provided an update on company operations.

### Recent Key Amarin Highlights:

- **Q1 net total revenue:** Net total revenue in the first quarter of 2021 was \$142.2 million, consisting of \$140.8 million in net product revenue from the United States, \$0.5 million in net product revenue from outside the United States and \$0.8 million in licensing and royalty revenue. Net product revenue from the United States declined \$4.7 million, or 3% in the first quarter of 2021 compared to the first quarter of 2020. Results in the first quarter of 2021 were significantly impacted by COVID-19 and by severe winter storms and power outages in various areas of the country such as Texas. In addition, while generic supply has been limited with generic icosapent ethyl (IPE) accounting for 9% of icosapent ethyl normalized prescriptions in the first quarter of 2021, as reported by Symphony Health, the generic introduction created disruption to VASCEPA growth. Moreover, as reported in conjunction with first quarter 2020 results, net product revenue in the first quarter of 2020 included \$10.8 million from a shipment timing anomaly which effectively provided an added week of revenue shipments. This anomaly did not reoccur in the first quarter of 2021.
- **Q1 bottom line improvement:** Operating expenses were reduced by \$29.0 million in the first three months of 2021 compared to the prior year, primarily as a result of lower sales and marketing expenditures incurred as the company worked to efficiently manage expenses in light of COVID-19 related limitations impacting physicians, patients and the level of our promotions. These savings resulted in a reported net loss of \$1.6 million (\$0.00 per share) in the first quarter of 2021 compared to a net loss of \$20.6 million (\$0.06 per share) in the first quarter of 2020. On a pro forma non-GAAP basis, excluding reported non-cash expenses, net operating results were profitable in the first quarter of 2021.
- **Received European marketing authorization for VAZKEPA and commenced pre-launch commercial initiatives in Europe:** Received market authorization from the European Commission (EC) for icosapent ethyl (brand name VAZKEPA in Europe) to reduce the risk of cardiovascular events in high-risk, statin-treated adult patients who have elevated triglycerides ( $\geq 150$  mg/dL) and either established cardiovascular disease or diabetes and at least one additional cardiovascular risk factor. Commenced pre-launch disease and brand awareness campaigns in preparation for the planned commercial launch of VAZKEPA in Germany, anticipated to commence before the end of the third quarter of 2021. Similar to the United States, cardiovascular disease is the number one cause of death

in Europe and, subject to upcoming market access negotiations, millions of at-risk patients could potentially benefit from this marketing authorization.

- Received Great Britain marketing authorization for VAZKEPA from the Medicines and Healthcare Products Regulatory Agency (MHRA): Received market authorization from MHRA for icosapent ethyl (brand name VAZKEPA in Great Britain) as a treatment to reduce the risk of cardiovascular events in high cardiovascular risk statin-treated adult patients who have elevated triglycerides ( $\geq 150$  mg/dL) and either established cardiovascular disease or diabetes and at least one additional cardiovascular risk factor. The Great Britain Marketing Authorization for VAZKEPA applies to England, Scotland and Wales. Under the Brexit Northern Ireland agreement, the European centralized marketing authorization for the European Union covers Northern Ireland.
- Mainland China and Hong Kong approval expected near the end of 2021: As submitted by the company's partner, Edding, in Mainland China the Chinese National Medical Products Administration (NMPA) has accepted for review icosapent ethyl. On a separate track, in Hong Kong, the Hong Kong Department of Health is evaluating icosapent ethyl. In addition, medical guidelines of the Chinese Society of Cardiology (CSC) were updated to recommend use of icosapent ethyl in China.
- Icosapent ethyl use now included in clinical treatment guidelines or position statements from 15 medical societies: Among these, most directly relevant to Amarin's commercialization plans in Europe and China, are medical treatment guidelines from both the European Society of Cardiology (ESC) and the European Atherosclerosis Society (EAS) as well as a recommendation from the Chinese Society of Cardiology (CSC).
- Management succession plans: John Thero, Amarin's president and chief executive officer announced plans to retire effective August 1, 2021 with a planned transitional support period thereafter. Karim Mikhail, Amarin's senior vice president and head of commercial for Europe, has been appointed as his successor. Joseph Kennedy, Amarin's executive vice president, general counsel, another of the small number of senior management members at Amarin who have been with the company since before VASCEPA was originally approved in 2012, also announced his plans to retire from Amarin, as disclosed separately. A search has commenced to hire a new general counsel with Mr. Kennedy also intending to support his transition, including continued support of certain legal matters.
- Strong balance sheet: Ended first quarter 2021 with \$538.7 million in total cash and investments and no debt.

#### **Management Commentary**

"Results in the first quarter of 2021 reflect a mixture of positive accomplishments and continued headwinds, particularly from COVID-19, the effects of which continued to be more persistent than was hoped," stated John Thero, president and chief executive officer of Amarin. "A clear highlight of the quarter was the broad label for VAZKEPA which is now authorized for marketing in Europe. The opportunity for VAZKEPA in Europe is large and our team in Europe is making tremendous progress."

Mr. Thero added, "In the United States, while we ended the first quarter of 2021 with some early signs of potential recovery from the effects of COVID-19, such as increased rates of patients new to the brand and more prescribers of VASCEPA, such signs are based on limited data, inconsistent, and vary by geography. Awareness and understanding of VASCEPA remain low and many at-risk patients are using alternative products that have failed to demonstrate benefit in cardiovascular outcomes studies. As we witness greater evidence that the effects of COVID-19 are receding, we plan to increase what we believe to be our most cost-effective marketing initiatives to continue the launch of this important product for the cardiovascular risk reduction indication that we pulled-back due to COVID-19. We believe that millions of

at-risk patients in the United States could benefit from VASCEPA if they become better informed regarding the risks of cardiovascular disease and the proven efficacy and safety profile of VASCEPA.”

“We have an immense opportunity to reduce occurrences of the often debilitating and deadly effects of cardiovascular disease and the economic and societal burdens associated with it globally,” stated Karim Mikhail, who will be succeeding to the roles of president and chief executive officer of Amarin upon Mr. Thero’s retirement. “We believe that we have multi-billion dollar opportunities in the United States, Europe and potentially in the rest of the world. Regarding Europe, we are pleased with the label for VASKEPA authorized for marketing and sale in the European Union. We have commenced product awareness initiatives, particularly in Germany where at a recent cardiology meeting our product was broadly discussed and well received. While key opinion leaders in Germany are aware of VASKEPA, between now and our anticipated product launch in Germany we will work to increase product awareness more broadly with our greatest priority on pursuing approved product pricing and related market access across Europe. We anticipate that any successes in Europe will aid our plans to expand use of this important product globally.”

Mr. Mikhail added, “I am thankful for the support that I am getting from John and everyone at Amarin in preparation for our planned transition on August 1<sup>st</sup>. With the effectiveness of our product, and the talent and experience of our teams globally, I am confident we will achieve every milestone on our roadmap to success.”

## **U.S. Prescription Growth**

Normalized prescriptions for VASCEPA (prescription of 120 grams of VASCEPA representing a one-month supply) in the United States was relatively flat based on Symphony Health data and increased by approximately 4% based on IQVIA data, during the first quarter 2021 compared to the same period in 2020. Estimated normalized VASCEPA prescriptions, based on data from Symphony Health and IQVIA, totaled approximately 1,064,000 and 989,000 in the first quarter of 2021, respectively, compared with 1,061,000 and 955,000 in the first quarter of 2020, respectively. The icosapent ethyl market in aggregate, consisting of branded and generic product, increased for the three months ended March 31, 2021 by approximately 11% as compared to the three months ended March 31, 2020, based on data from Symphony Health. Unlike product shipments, upon which revenue is recognized, prescription data tends not to be lumped primarily into one day each week and therefore the anomaly which effectively resulted in an added shipment week for VASCEPA in the first three months of 2020, but not in the first three months of 2021, is not believed to have impacted reported prescription levels.

The resurgence of COVID-19 experienced in late 2020 continued throughout the first quarter of 2021, particularly in certain parts of the United States where VASCEPA usages have historically been most robust. Based on prescription data reported by Symphony Health, in the first quarter of 2021 there was a slowing in prescription growth for major categories of lipid lowering drugs and the 11% growth of icosapent ethyl prescriptions was second only to PCSK9s for which prescriptions reportedly grew, based on data from Symphony Health, albeit against a much smaller denominator for prescription volume.

In the United States, public reports from IQVIA showed patient visits, on average, during the three months ended March 31, 2021 were down to approximately 78% of the first quarter 2020 pre-COVID levels, which tempered the ability to grow new VASCEPA prescriptions. As a likely consequence of fewer doctors’ visits, fewer lab tests and prioritization of COVID-19 safety, there have been reports during the COVID-19 era of increased heart attacks and other urgent cardiovascular events which might have been avoided through preventative cardiovascular risk management. Amarin remains confident that the patient need for VASCEPA in the United States remains high and that, as the impact of COVID-19 on patient visits and lab tests recede, VASCEPA growth will be positioned to accelerate as more patients seek routine doctor visits and lab tests and as our promotional activities become less restricted.

As previously disclosed, in November 2020, a generic version of VASCEPA was launched in the United States, which is indicated only as an adjunct to diet for lowering triglyceride levels in adult patients with severe hypertriglyceridemia (TG  $\geq$ 500 mg/dL). The population related to this indication is limited. We have filed a lawsuit to defend our cardiovascular risk reduction patent rights against what we believe is unlawful infringement by the company sponsoring the generic product and a healthcare insurance company that we believe is likewise representative. The generic version of VASCEPA captured approximately 9% of the total icosapent ethyl normalized prescriptions for the three months ended March 31, 2021, based on data from Symphony Health. In addition, based on available information we believe that a significant number of icosapent ethyl prescriptions have gone unfilled in the three months ended March 31, 2021, due to general market disruption of order fulfillment processes caused by the launch of the generic product. Thus far, growth of the generic product has been limited by lack of qualified supply capacity. While other generic versions of VASCEPA have regulatory approval to launch in the United States, they have not yet done so. The extent to which generics companies are making investments in supply capacity expansion is unclear. Support for manufacturing capacity expansion and efficiency improvements have been centerpieces of our development efforts for the past decade and continue to be key to enable supply to meet our commercialization plans in the United States, Europe and globally.

Since the generic product launched in November 2020, various managed care companies improved their insurance coverage of branded VASCEPA. In addition, many insurance companies and patients have reported that branded VASCEPA is less expensive to them than the generic version and the wholesale acquisition cost of branded VASCEPA continues to be lower than that of other branded drugs which have positive outcomes study results. In these and other ways, this is an atypical generic launch in the United States. Amarin believes the untapped market opportunity in the cardiovascular risk reduction indication is large and that more patients will be helped by VASCEPA with continued investment in market education regarding its benefits. Amarin's goal is to grow the market faster than generic competition can take share, this opportunity is expected to be more readily achieved as impacts of COVID-19 recede. Amarin intends to continue to vigorously defend its intellectual property rights.

### **Global Market Expansion**

#### Europe

After receiving marketing authorization for VASKEPA in Europe by the EC in late March 2021, Amarin commenced training sales representatives in Germany to advance pre-launch disease and brand awareness initiatives in preparation for the planned commercial launch of VASKEPA in Germany before the end of the third quarter 2021. In the coming weeks, Amarin expects to have approximately 150 sales representatives deployed for pre-launch product and disease state awareness programs in Germany. Similar outreach in other countries is being planned with timing linked to negotiation of product pricing on a country-by-country basis as is the norm for drug launches in Europe.

In seeking market access, Amarin expects to file dossiers in 10 European countries in the coming months, including the largest countries of Europe. After this first wave of dossiers is advanced, additional dossier filings are planned. These dossiers include data demonstrating the uniqueness of VASKEPA from a scientific perspective, various country-specific demographic data sets to define the eligible patient population based on the label, and proposed pricing. Amarin is seeking pricing it believes is well justified based on the demonstrated clinical effectiveness of VASKEPA and the high economic burden of heart attacks, strokes and other cardiovascular events, which VASKEPA can help avoid along with the associated pain and suffering for at-risk patients and their families caused by such events.

#### China

In January 2021, VASCEPA was accepted for introduction into the Hainan Boao Lecheng International Medical Tourism Pilot Zone program. Most recently, in Mainland China, the Chinese National Medical Products Administration (NMPA) accepted for review the New Drug Application for VASCEPA. In addition, the medical guidelines of the CSC were updated to recommend use of icosapent ethyl in China. Edding currently anticipates receiving a decision in Mainland China and separately, Hong Kong, near the end of 2021, followed by steps to ensure that this unique therapy is reimbursed in the major provinces of Mainland China as the first and only drug for its important potential indication for use based on VASCEPA's demonstrated clinical results.

## Financial Update

Net total revenue for the three months ended March 31, 2021 and 2020 were \$142.2 million and \$155.0 million, respectively. The \$12.8 million decrease in net total revenue consisted of a \$6.2 million decrease in net product revenue from outside the United States (results in the first quarter of 2020, as previously reported, including an initial stocking order for Canada), a \$4.6 million decrease in net product sales in the United States, and a \$2.0 million decline in license and royalty revenue associated with the timing of commercial partners achieving various pre-defined milestones. Net product revenue from the United States for the three months ended March 31, 2021 and 2020 were \$140.8 million and \$145.5 million, respectively, a decrease of 3%. This decrease was driven primarily by the effects of 1) COVID-19; 2) severe weather and related power outages; 3) generic competition; and 4) effectively one fewer week of shipments in the first quarter of 2021 as compared to the first quarter of 2020, which (as reported in 2020) added \$10.8 million to net product revenue in the first quarter of 2020. This anomaly, as expected, was not repeated in 2021. Net product revenue in the first quarter of 2021 was likely also impacted by our decision to reduce our level of promotional activities. This expense savings we deemed appropriate due to limited physician access and fewer patients visits to doctors as a result COVID-19, as well as regional weather issues which closed offices for numerous healthcare professionals. Partially offsetting the effects of reduced promotional activities were improvements in insurance coverage at various payers which improved overall throughout 2020 with some continued improvements in 2021.

Cost of goods sold for the three months ended March 31, 2021 and 2020 was \$28.3 million and \$34.8 million, respectively. Amarin's overall gross margin on net product revenue for the three months ended March 31, 2021 and 2020 was 80% and 77%, respectively, in part reflecting the mix of net product revenue between sales in the United States and sales to our commercial partners (gross margins are generally lower for sales to commercial partners the resell the product and are responsible for promotional costs in their agreed territories).

Selling, general and administrative (SG&A) expenses for the three months ended March 31, 2021 and 2020 was \$105.8 million and \$133.9 million, respectively, representing a decrease of 21%. This decrease was primarily due to a decrease in marketing and direct-to-consumer promotions in 2021, as our partial response to limitations imposed by COVID-19 and our focus on improving the profitability of our operations in the United States. Additionally, due to COVID-19, the company intentionally slowed the hiring of replacements for open positions in the United States resulting from ordinary turnover, partially offset by increased personnel costs related to preparing for the launch of VASKEPA in Europe. The decrease in SG&A expenses also reflects lower legal fees associated with the timing of prior ANDA patent litigation in the United States.

Research and development expenses for the three months ended March 31, 2021 and 2020 were \$9.4 million and \$10.3 million, respectively. This decrease primarily reflects completion of certain analyses performed beyond the REDUCE-IT cardiovascular outcomes trial primary results. Included in such expenses for the three months ended March 31, 2021 were

certain costs to support ongoing studies of VASCEPA regarding its potential to help prevent or mitigate the clinical effects of COVID-19. The results of such ongoing studies are blinded to Amarin.

Under U.S. GAAP, Amarin reported a net loss of \$1.6 million in the first quarter of 2021, or basic and diluted loss per share of \$0.00. This net loss included \$13.9 million in non-cash stock-based compensation expense. Amarin reported a net loss of \$20.6 million in the first quarter of 2020, or basic and diluted loss per share of \$0.06. This net loss included \$10.6 million in non-cash stock-based compensation expense.

Excluding non-cash stock-based compensation expense, non-GAAP adjusted net income was \$12.3 million for the three months ended March 31, 2021, or non-GAAP adjusted basic and diluted earnings per share of \$0.03, compared to non-GAAP adjusted net loss of \$10.0 million for the three months ended March 31, 2020, or non-GAAP adjusted basic and diluted loss per share of \$0.03.

As of March 31, 2021, Amarin reported aggregate cash and investments of \$538.7 million, consisting of cash and cash equivalents of \$291.0 million and liquid short-term and long-term investments of \$223.7 million and \$24.0 million, respectively. As of March 31, 2021, Amarin reported \$151.3 million in net accounts receivable (\$220.2 million in gross accounts receivable before allowances and reserves) and \$230.9 million in inventory. Amarin reiterates that, based on the current plans, we believe that our existing resources are sufficient to fund VAZKEPA's launch in Europe and to support our ongoing US promotion.

As of March 31, 2021, Amarin had approximately 394.8 million ADSs and ordinary shares outstanding and approximately 19.4 million equivalent shares underlying stock options at a weighted-average exercise price of \$7.68, as well as 10.3 million equivalent shares underlying restricted or deferred stock units.

#### **Conference Call and Webcast Information:**

Amarin will host a conference call April 29, 2021, at 7:30 a.m. ET to discuss this information. The conference call can be heard live on the investor relations section of the company's website at [www.amarincorp.com](http://www.amarincorp.com), or via telephone by dialing 888-506-0062 within the United States, 973-528-0011 from outside the United States, and referencing conference ID 942273. A replay of the call will be made available for a period of four weeks following the conference call. To hear a replay of the call, dial 877-481-4010, PIN: 40926. A replay of the call will also be available through the company's website shortly after the call.

#### **Use of Non-GAAP Adjusted Financial Information**

Included in this press release are non-GAAP adjusted financial information as defined by U.S. Securities and Exchange Commission Regulation G. The GAAP financial measure most directly comparable to each non-GAAP adjusted financial measure used or discussed, and a reconciliation of the differences between each non-GAAP adjusted financial measure and the comparable GAAP financial measure, is included in this press release after the condensed consolidated financial statements.

Non-GAAP adjusted net income was derived by taking GAAP net (loss) income and adjusting it for non-cash stock-based compensation expense. Management uses these non-GAAP adjusted financial measures for internal reporting and forecasting purposes, when publicly providing its business outlook, to evaluate the company's performance and to evaluate and compensate the company's executives. The company has provided these non-GAAP financial measures in addition to GAAP financial results because it believes that these non-GAAP adjusted financial measures provide investors with a better understanding of the company's historical results from its core business operations.

While management believes that these non-GAAP adjusted financial measures provide useful supplemental information to investors regarding the underlying performance of the company's business operations, investors are reminded to consider these non-GAAP measures in addition to, and not as a substitute for, financial performance measures prepared in accordance with GAAP. Non-GAAP measures have limitations in that they do not reflect all of the amounts associated with the company's results of operations as determined in accordance with GAAP. In addition, it should be noted that these non-GAAP financial measures may be different from non-GAAP measures used by other companies, and management may utilize other measures to illustrate performance in the future.

### **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.<sup>1</sup> 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%.<sup>2</sup> 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.<sup>3,4,5</sup>

### **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*.<sup>6</sup> The primary results of REDUCE-IT were published in *The New England Journal of Medicine* in November 2018.<sup>7</sup> The total events results of REDUCE-IT were published in the *Journal of the American College of Cardiology* in March 2019.<sup>8</sup> These and other publications can be found in the R&D section on the company's website at [www.amarincorp.com](http://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 ( $\geq 500$  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 VAZKEPA.

### 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 ( $\geq 150$  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 ( $\geq 500$  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  $\geq 3\%$  and  $\geq 1\%$  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  $\geq 1\%$  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)
<b>Primary composite endpoint</b>					
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)
<b>Key secondary composite endpoint</b>					
Cardiovascular death, myocardial infarction, stroke (3-point MACE)	459 (11.2)	2.7	606 (14.8)	3.7	0.74 (0.65, 0.83)
<b>Other secondary endpoints</b>					
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.					

**FULL U.S. FDA-APPROVED VASCEPA PRESCRIBING INFORMATION CAN BE FOUND AT WWW.VASCEPA.COM.**

**Forward-Looking Statements**

This press release contains forward-looking statements which are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, including expectations regarding financial metrics and performance such as prescription growth, revenue growth, operating expenses, inventory purchases, and managed care coverage for VASCEPA, including the impact of the COVID-19 pandemic and expectations that VASCEPA growth is positioned to increase as the impact of COVID-19 recedes, the timing and outcome of patent litigation and the impact of the launch and future launches of generic competition on these metrics; plans and expected timing to launch VASKEPA in Europe and the timing

and outcome of other regulatory reviews, recommendations and approvals and related reimbursement decisions and commercial launches in the China region, Europe and elsewhere; beliefs about the opportunity for VAZKEPA in Europe and that the team is making tremendous progress; expectations for the executive succession; the timing and outcome of promotion activities, including patient-oriented campaigns and education of healthcare professionals and plans to resume marketing initiatives and increase product awareness; beliefs about the market opportunity for VASCEPA in the U.S. and worldwide, including that millions of at-risk patients in the U.S. could benefit from VASCEPA; the expectation that any successes in Europe will aide plans to expand globally; statements regarding prescription growth and revenue growth and future revenue levels, including the contributions of sales representatives; the sufficiency of current capital resources to achieve sustained positive cash flows; beliefs about the generic market, including the availability of commercial supply to generic companies and Amarin, the population addressable by the generic version of VASCEPA and pricing dynamics; plans to grow the market faster than generic competition can take share; expectations related to exclusivity in various jurisdictions; beliefs about the ongoing patent litigation efforts, including the lawsuit we filed to defend our patent rights and plans to vigorously defend our intellectual property rights; plans for our global market expansion, including the sales teams, dossier filings, pricing negotiations and other launch initiatives, and our belief that our existing resources are sufficient to fund VAZKEPA's launch in Europe and to support our U.S. promotion; and the impact of the COVID-19 pandemic on all of the forgoing. These forward-looking statements are not promises or guarantees and involve substantial risks and uncertainties. Amarin's ability to effectively commercialize VASCEPA and maintain or grow market share will depend in part on Amarin's ability to continue to effectively finance its business, efforts of third parties, Amarin's ability to create and increase market demand for VASCEPA through education, marketing and sales activities, to achieve broad market acceptance of VASCEPA, to receive adequate levels of reimbursement from third-party payers, to develop and maintain a consistent source of commercial supply at a competitive price, to comply with legal and regulatory requirements in connection with the sale and promotion of VASCEPA and to secure, maintain and defend its patent protection for VASCEPA. Among the factors that could cause actual results to differ materially from those described or projected herein include the following: the possibility that VASCEPA may not receive regulatory approval in the China region or other geographies on the expected timelines or at all and that, even if VASCEPA does receive regulatory approval, we might not be successful or timely in launching and commercializing the product in a particular geography, including Europe, particularly since we have no experience commercializing a product internationally; the risk that additional generic versions of VASCEPA will enter the market and that generic versions of VASCEPA will achieve greater market share and more commercial supply than anticipated; the risk that we have overestimated U.S. and worldwide market opportunities and our ability to successfully access them; uncertainties associated generally with research and development, clinical trials and related regulatory approvals; the risk that sales may not meet expectations and related cost may increase beyond expectations; the risk that patents may be determined to not be infringed or not be valid in patent litigation and applications may not result in issued patents sufficient to protect the VASCEPA franchise. 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 our annual report on Form 10-K for the year ended December 31, 2020, filed on February 25, 2021 and Amarin's quarterly report on Form 10-Q for the quarter ended March 31, 2021, filed on the date hereof. 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](http://www.amarincorp.com)), the investor relations website ([investor.amarincorp.com](http://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**

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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.

**CONSOLIDATED BALANCE SHEET DATA**  
**(U.S. GAAP)**  
**Unaudited**

	<b>March 31, 2021</b>	<b>December 31, 2020</b>
	<b>(in thousands)</b>	
<b>ASSETS</b>		
Current Assets:		
Cash and cash equivalents	\$ 290,994	\$ 186,964
Restricted cash	3,917	3,915
Short-term investments	223,742	313,969
Accounts receivable, net	151,275	154,574
Inventory	230,892	188,864
Prepaid and other current assets	29,696	30,947
Total current assets	930,516	879,233
Property, plant and equipment, net	1,862	2,016
Long-term investments	24,004	62,469
Operating lease right-of-use asset	7,958	8,054
Other long-term assets	456	432
Intangible asset, net	25,456	13,817
<b>TOTAL ASSETS</b>	<b>\$ 990,252</b>	<b>\$ 966,021</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current Liabilities:		
Accounts payable	94,262	105,876
Accrued expenses and other current liabilities	228,734	198,641
Current deferred revenue	2,773	2,926
Total current liabilities	325,769	307,443
Long-Term Liabilities:		
Long-term deferred revenue	15,197	15,706
Long-term operating lease liability	9,015	9,153
Other long-term liabilities	5,660	6,214
Total liabilities	355,641	338,516
Stockholders' Equity:		
Common stock	292,360	290,115
Additional paid-in capital	1,831,388	1,817,649
Treasury stock	(58,334)	(51,082)
Accumulated deficit	(1,430,803)	(1,429,177)
<b>Total stockholders' equity</b>	634,611	627,505
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>	<b>\$ 990,252</b>	<b>\$ 966,021</b>

**CONSOLIDATED STATEMENTS OF OPERATIONS DATA**  
**(U.S. GAAP)**  
**Unaudited**

	<b>Three months ended March 31,</b>	
	<b>(in thousands, except per share amounts)</b>	
	<b>2021</b>	<b>2020</b>
Product revenue, net	\$ 141,383	\$ 152,204
Licensing and royalty revenue	787	2,789
Total revenue, net	142,170	154,993
Less: Cost of goods sold	28,326	34,807
Gross margin	113,844	120,186
Operating expenses:		
Selling, general and administrative (1)	105,798	133,937
Research and development (1)	9,377	10,278
Total operating expenses	115,175	144,215
Operating loss	(1,331)	(24,029)
Interest income, net	471	1,208
Other expense, net	(142)	(91)
Loss from operations before taxes	(1,002)	(22,912)
Income tax (provision) benefit	(624)	2,359
Net loss	\$ (1,626)	\$ (20,553)
Loss per share:		
Basic	\$ (0.00)	\$ (0.06)
Diluted	\$ (0.00)	\$ (0.06)
Weighted average shares:		
Basic	394,638	361,136
Diluted	394,638	361,136

(1) Excluding non-cash stock-based compensation, selling, general and administrative expenses were \$94,801 and \$124,919 for the three months ended March 31, 2021 and 2020, respectively, and research and development expenses were \$6,449 and \$8,705, respectively, for the same periods.

**RECONCILIATION OF NON-GAAP NET INCOME (LOSS)**  
**Unaudited**

**Three months ended March 31,**  
**(in thousands, except per share amounts)**

	<b>2021</b>	<b>2020</b>
<b>Net loss for EPS1 - GAAP</b>	(1,626)	(20,553)
Non-cash stock-based compensation expense	13,925	10,591
<b>Adjusted net income (loss) for EPS1 - non-GAAP</b>	<b>\$ 12,299</b>	<b>\$ (9,962)</b>
<b>1basic and diluted</b>		
Earnings (loss) per share:		
Basic - non-GAAP	\$ 0.03	\$ (0.03)
Diluted - non-GAAP	\$ 0.03	\$ (0.03)
Weighted average shares:		
Basic	394,638	361,136
Diluted	403,650	373,238

<sup>1</sup> American Heart Association. Heart Disease and Stroke Statistics—2020 Update: A Report From the American Heart Association. *Circulation*. 2020;141:e139–e596.

<sup>2</sup> 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.

<sup>3</sup> Budoff M. Triglycerides and triglyceride-rich lipoproteins in the causal pathway of cardiovascular disease. *Am J Cardiol*. 2016;118:138-145.

<sup>4</sup> 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.

<sup>5</sup> Nordestgaard BG. Triglyceride-rich lipoproteins and atherosclerotic cardiovascular disease - New insights from epidemiology, genetics, and biology. *Circ Res*. 2016;118:547-563.

<sup>6</sup> 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.

<sup>7</sup> Bhatt DL, Steg PG, Miller M, et al., on behalf of the REDUCE-IT Investigators. Cardiovascular Risk Reduction with Icosapent Ethyl for Hypertriglyceridemia. *N Engl J Med*. 2019;380:11-22.

<sup>8</sup> 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.



## **Amarin Announces Planned Retirement of Joseph T Kennedy, EVP, General Counsel**

DUBLIN, Ireland and BRIDGEWATER, N.J., April 29, 2021 -- Amarin Corporation plc (NASDAQ:AMRN), today announced that Joseph T. Kennedy has informed the board of directors of his decision to retire as executive vice president, general counsel and strategic initiatives. A search is underway at Amarin for a new general counsel. Mr. Kennedy has agreed to continue in his role until a replacement is hired and manage certain legacy matters through the end of 2021. He is committed to a smooth transition of responsibilities.

Dr. Lars Ekman, Chairman of Amarin's Board of Directors, commented, "The board and management at Amarin are profoundly grateful to Joe for his service to the company over the last decade. As EVP at Amarin, Joe's critical thinking, ingenuity and persistence repeatedly played a pivotal role in the development of the company from clinical stage to a commercial multinational. To enable Amarin to progress on its mission, Joe championed solutions on issues that long vexed the pharmaceutical industry in areas as diverse as decriminalizing communication of truthful and non-misleading drug information under the First Amendment, expanded regulatory exclusivity incentives for naturally derived products and competitive claim advocacy. We look forward to Joe's guidance as we hire a new general counsel at Amarin and work together to help accelerate the company's growth trajectory worldwide."

"With a groundbreaking drug, untapped global markets and a talented and seasoned team in place in every company discipline, I have no doubt that Amarin's best years lie ahead," said Mr. Kennedy. "Working with the many talented colleagues at Amarin has been a privilege and an honor. I look forward to ensuring a smooth transition."

### **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.

### **Forward-Looking Statements**

This press release contains forward-looking statements, including statements about expectations for future progress at Amarin, accelerated growth trajectory and planned 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 quarterly report on Form 10-Q. 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.

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