

## **Clawback Policy of Alkermes plc (the “Company”)**

**Introduction:** The Board of Directors of the Company (the “**Board**”) believes that it is in the best interests of the Company and its shareholders to create and maintain a culture that emphasizes integrity and accountability and that reinforces the Company’s pay-for-performance compensation philosophy. The Board has therefore adopted this policy which permits the recoupment of Incentive Compensation (as defined below) in accordance with the terms set forth herein (this “**Policy**”).

**Administration:** This Policy shall be administered by the Board or, if so designated by the Board, the Compensation Committee of the Board (the “**Compensation Committee**”), in which case references herein to the Board shall be deemed references to the Compensation Committee. Any determinations made by the Board in respect of this Policy shall be final and binding.

**Definitions:** For purposes of this Policy, the following terms shall have the meanings set forth below:

“**Covered Executive(s)**” shall mean the Company’s current and former “officers” as such term is defined in Rule 16a-1(f) under the Securities Exchange Act of 1934, as amended.

“**Incentive Compensation**” shall mean any equity-based incentive compensation awarded to a Covered Executive under the Company’s equity incentive plans on or after the Effective Date and any cash-based incentive compensation awarded to a Covered Executive under the Company’s performance pay plans on or after May 19, 2021.

**Recoupment; Accounting Restatement:** In the event that the Board determines that (a) a Covered Executive engaged in fraud or intentional misconduct that requires a material restatement of financial results (an “**Accounting Restatement**”) and (b) such fraud or intentional misconduct resulted in an incorrect determination that an incentive compensation performance goal had been achieved, then (c) the Board may take appropriate action to recoup from such Covered Executive any Incentive Compensation that the Board determines had been paid to such Covered Executive as a result of such incorrect determination during the three-year period preceding the filing of such Accounting Restatement.

**Method of Recoupment:** The Board will determine, in its sole discretion, the method for recouping Incentive Compensation hereunder which may include, without limitation: (a) requiring reimbursement of cash compensation previously paid to the Covered Executive; (b) seeking recovery of any gain realized by the Covered Executive on the vesting, exercise, settlement, sale, transfer or other disposition of any equity-based awards; (c) offsetting the recouped amount from any compensation otherwise owed by the Company to the Covered Executive; (d) cancelling outstanding vested or unvested equity awards held by the Covered Executive or (e) taking any other remedial and recovery action permitted by applicable law.

**Effective Date:** This Policy first became effective as of its adoption by the Board on March 23, 2016 (the “**Effective Date**”). For clarity, subsequent adoptions by the Board of any version of this Policy shall not change the Effective Date of this Policy unless such version expressly amends the Effective Date.

**Amendment; Termination:** The Board may amend or terminate this Policy at any time. This Policy shall automatically terminate upon consummation of a Sale Event (as such term is defined in the Company’s 2011 Stock Option and Incentive Plan and the Company’s 2018 Stock Option

and Incentive Plan, as either has been or may be amended from time to time).

**Other Recoupment Rights:** The Board may require that any employment agreement, equity award agreement or similar agreement entered into on or after the Effective Date shall, as a condition to the grant of any benefit thereunder, require a Covered Executive to agree to abide by the terms of this Policy. Any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies or rights of recoupment that may be available to the Company pursuant to the terms of any employment agreement, equity award agreement or similar agreement and any other legal remedies available to the Company.

**Successors:** This Policy shall be binding and enforceable against all Covered Executives and their respective beneficiaries, heirs, executors, administrators or other legal representatives.