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VIA E-MAIL (Floyd.mandell@kattenlaw.com)

November 9, 2016

Floyd A. Mandell, Esq.
Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, IL 60661-3693.

Dear Floyd,

This letter represents the general terms of engagement governing the overall relationship between your firm and Valeant Pharmaceuticals International, Inc. ("Valeant"). The engagement letter, together with the Valeant Outside Counsel Guidelines (the "Guidelines", which are expressly incorporated into this letter and attached hereto as Annex 1, and may be updated by Valeant from time to time), becomes effective upon the execution and return of this letter by both parties.

Terms of Engagement

Your firm must designate a relationship partner for Valeant who will be responsible for the general oversight of the relationship, including oversight necessary to ensure quality of services, appropriate staffing and cost-effectiveness for each matter. Other firm personnel, including firm lawyers and paralegals, will participate in the representation as agreed to between Valeant and the firm for each matter, as necessary or appropriate.

A Valeant lead inside counsel will be assigned responsibility for each particular matter assigned to your firm. The lead inside counsel will have the lead role on a matter and will make all decisions concerning your representation of Valeant. He or she will be your primary contact on a matter.

The services of the firm may only be retained by an internal Valeant counsel. You are not authorized to communicate directly with, or be engaged in a matter by, a Valeant non-legal associate, unless otherwise agreed to by the lead inside counsel.

You must report to the lead inside counsel or to Valeant General Counsel, any instance of which you become aware where (i) a Valeant entity is proceeding against legal advice provided by your firm, in a manner which may give rise to material legal, regulatory or reputational risk, or (ii) you have evidence based on which it is reasonable for you to conclude that it is reasonably likely that a material violation of law, regulation or policy has occurred or is about to occur.

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Staffing

Immediately after accepting an engagement for a matter allocated to your firm, you should provide the lead inside counsel with a case assessment and project summary per the attached Guidelines.

Valeant expects top quality advice and service from your firm, at a lean and efficient staffing level. Valeant expects that the partners and associates designated to each matter will have the ability and skill set required to handle the specific issues involved in the matters. Tasks should be performed with a view to utilizing lower-cost personnel where it is possible to do so without compromising competency and quality of services. In order to avoid duplication of efforts, only those lawyers necessary to handle meetings or conference calls should participate.

Once a staffing plan has been agreed to by Valeant, we expect the lawyers identified in the plan will be directly and actively involved in our representation and to be in regular communication with the lead inside counsel, and that there will be no changes (to staff or billing rates) without the prior written approval of the lead inside counsel. Each matter will designate a lead firm lawyer to act as the lead go-to person for the lead inside counsel on the matter.

Fees, Work Plans and Billings

The Valeant Outside Counsel Guidelines dated October 2016 (as defined above as the "Guidelines", and attached hereto as Annex 1), set forth expectations, requirements and restrictions regarding billing for time on a matter.

Time spent and costs incurred on a particular matter should always be proportionate to the interest of Valeant in the matter.

Your firm agrees that the discount percentage and billing methodology described in the Guidelines apply to your fees for Valeant work, including the guidelines with respect to disbursement and third party fees.

Please provide a fee schedule with your firm's current billing rates when returning this letter.

In accordance with the Guidelines, upon commencement of Material Engagement (as defined in the Guidelines), you will be required to provide a written work plan and case assessment, indicating the overall strategy, key objectives, summarizing expected staffing and charges per the Guidelines. The budget for the matter must be submitted to the lead inside counsel at least within one month of engagement for the matter.

At the inception of each matter, your firm should inquire and request instructions as to whether the matter should be billed monthly or upon completion. As a general rule, all matters should be billed monthly, unless otherwise agreed to (e.g., for larger transactions and M&A work). Each bill must contain at a minimum the information set forth in the Guidelines. Bills

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that do not conform to the Guidelines will be returned unpaid with the request for the additional or corrective data. It is important that bills be submitted in a timely manner and on a regular basis, as agreed.

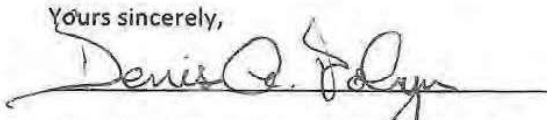
Security of Communication and Protection of Information

Your firm owes a duty of confidentiality to us and you agree that, in accordance with the ABA Model Rules of Professional Conduct:

- Your firm will use the utmost care to ensure the security of communications with Valeant and to protect information concerning Valeant by requiring employees to adhere to strictest confidentiality and by using state of the art physical and IT protection measures,
- Your firm will keep all documents and non-public information which you receive as a result of acting for us confidential, and in particular you will not disclose them (i) to members of your firm other than on a need to know basis without the express agreement of Valeant and (ii) to any other client of your firm without the express agreement of Valeant or in circumstance where, with the agreement of Valeant, you represent Valeant and another client jointly in the same matter, and
- Your firm will not be under any obligation to disclose to Valeant or use on Valeant's behalf any documents or information in respect of which your firm owes a duty of confidentiality to another client or person.

We look forward to working with your firm. Should you have any questions on the matters covered in this letter or the Guidelines please contact us.

Yours sincerely,



Valeant Pharmaceuticals International, Inc.

Per: Denis A. Polyn, Vice President and Assistant General Counsel, IP

Accepted and agreed to



11-11-16

Katten Muchin Roser LLP