

ROYALTY PHARMA

Clawback Policy

I. Purpose

Royalty Pharma plc (the “**Company**”) is establishing this clawback policy to appropriately align the interest of the Manager and the executives of the Company, who have been designated as Executive Officers, with those of the Company and its shareholders.

II. Administration

This policy shall be administered by the Board of Directors of the Company (the “**Board**”) or any committee designated by the Board, which shall have authority to (i) exercise all of the powers granted to it under the policy, (ii) construe, interpret, and implement this policy, (iii) make all determinations necessary or advisable in administering this policy, and (iv) amend this policy, including to reflect changes in applicable law.

III. Recoupment

If the Company is required to undertake an accounting restatement due to the Company’s material noncompliance, as a result of misconduct by the Manager or an Executive Officer, with any financial reporting requirement under the U.S. federal securities laws, then Manager will pay any shortfall due to a recalculation of the Operating and Personnel Payment (a “**Mandatory Clawback Event**”).

If (i) the Manager or an Executive Officer engages in Misconduct, or (ii) the Manager or an Executive Officer breaches in any material respect of a covenant set forth in any agreement with the Company (any such event under clause (i) or (ii), a “**Clawback Event**”), then the Board may, in its sole discretion, to the extent permitted by applicable law, seek to recover all or any portion of the Recoverable Amounts awarded to the Manager after the Effective Date.

In determining the appropriate action to take, the Board may consider such factors as it deems appropriate, including:

- the associated costs and benefits of seeking the Recoverable Amounts;
- the requirements of applicable law;
- the extent to which the Manager or an Executive Officer participated or otherwise bore responsibility for the Clawback Event, and
- the extent to which the Manager’s current compensation may or may not have been impacted had the Board, or the Management Development and Compensation Committee of the Board, known about the Clawback Event.

In addition, the Board may, in its sole discretion, determine whether and to what extent additional action is appropriate to address the circumstances surrounding the Mandatory Clawback Event or the Clawback Event so as to minimize the likelihood of any recurrence and to impose such other discipline as it deems appropriate.

Nothing in this policy will limit in any respect (i) the Company’s right to take or not to take any action with respect to any services of the Manager, (ii) the obligation of the Chief Executive Officer or the Chief Financial Officer to reimburse the Company in accordance with Section 304 of the Sarbanes-Oxley Act of 2002, as amended or (iii) any other remedies that may be available to the Company or the Board under any Company policy or arrangement as well as applicable law or NASDAQ rules or regulations.

To the extent permitted by applicable law, the Board may seek to recoup Recoverable Amounts by all legal means available, including but not limited to, by requiring the Manager to repay such amount

to the Company, by set-off, by reducing future payments, or by such other means or combination of means as the Board, in its sole discretion, determines to be appropriate.

IV. Disclosure

If the Board determines that a Clawback Event has occurred that is subsequently disclosed by the Company in a public filing required under the Exchange Act (a “**Disclosed Event**”), the Company will disclose in the proxy statement relating to the year in which such determination is made (i) if any amount is clawed back and the aggregate amount clawed back or (ii) if no amount is clawed back as a result of the Disclosed Event, the fact that no amount was clawed back.

V. Definitions

For purposes of this policy, the following terms shall have the following meanings:

“**Board**” means the Board of Directors of the Company.

“**Effective Date**” means February 3, 2022.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended

“**Executive Officer**” means each “officer,” as defined in Rule 16a-1 under the Exchange Act, and any other senior executive as designated by the Board.

“**Management Agreement**” means the Management and Services Agreement between the Company and the Manager dated as of June 15, 2020.

“**Manager**” means RP Management, LLC, a Delaware limited liability company.

“**Misconduct**” means, with respect to the Manager or an Executive Officer, the occurrence of any of the following events, as reasonably determined by the Board in its discretion: (i) the Manager or the Executive Officer’s conviction of, or plea of nolo contendere to, any felony (other than a vehicular-related felony); (ii) the Manager or the Executive Officer’s commission of, or participation in, intentional acts of fraud or dishonesty that in either case results in material harm to the reputation or business of the Company; (iii) the Manager or the Executive Officer’s intentional, material violation of any term of the Management Agreement or any other contract or agreement between the Manager and the Company or any statutory duty the Executive Officer owes to the Company that in either case results in material harm to the business of the Company; (iv) the Manager’s or the Executive Officer’s conduct that constitutes gross insubordination or habitual neglect of duties and that in either case results in material harm to the business of the Company; (v) the Manager’s or the Executive Officer’s intentional, material refusal to follow the lawful directions of the Board (other than as a result of physical or mental illness); or (vi) the Manager’s or the Executive Officer’s intentional, material failure to follow, or intentional conduct that violates (or would have violated, if such conduct occurred within ten (10) years prior to the Effective Date and has not been previously disclosed to the Company), the Company’s written policies that are generally applicable to all employees or all officers of the Company and that results in material harm to the reputation or business of the Company; provided, however, that willful bad faith disregard will be deemed to constitute intentionality for purposes of this definition.

“**Operating and Personnel Payment**” means the quarterly operating and personnel expense fee due under the Management Agreement.

“**Recoverable Amounts**” means the Operating and Personnel Payment under the Management Agreement after the Effective Date, in any case to the extent permitted under applicable law.