
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

**INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
RULE 13d-2(a)**

BIOSPECIFICS TECHNOLOGIES CORP.

(Name of Issuer)

Common Stock, par value \$0.001 per share
(Title of Class of Securities)

090931106
(CUSIP Number)

Matthew J. Maletta
Endo International plc
First Floor, Minerva House, Simonscourt Road
Ballsbridge, Dublin 4, Ireland
011-353-1-268-2000

Copy to:

Brandon Van Dyke
Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001
(212) 735-3000

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

October 19, 2020
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box .

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7(b) for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes.)

1	Names of Reporting Persons Endo International plc	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) N/A	
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Ireland	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0
	8	Shared Voting Power 935,073 (1)
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 935,073 (1)
11	Aggregate Amount Beneficially Owned by Each Reporting Person 935,073 (1)	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 12.7% (1)	
14	Type of Reporting Person CO	

(1) Beneficial ownership of the Shares (as defined herein) is being reported hereunder solely because the Reporting Persons (as defined herein) may be deemed to have beneficial ownership of such shares as a result of certain provisions contained in the Support Agreement (as defined herein) described in this Schedule 13D. Pursuant to Rule 13d-4, neither the filing of this Schedule 13D nor any of its content shall be deemed to constitute an admission by any of the Reporting Persons that it is the beneficial owner of any Shares for purposes of Section 13(d) of the Act or for any other purpose, and such beneficial ownership is hereby expressly disclaimed. The calculation of beneficial ownership is based on (i) 935,073 Shares beneficially owned by the Supporting Stockholder (as defined herein) that is a party to the Support Agreement as of October 19, 2020 and (ii) 7,344,955 Shares reported outstanding as of October 19, 2020 (as set forth in the Merger Agreement referred to in this Schedule 13D).

1	Names of Reporting Persons Beta Acquisition Corp.	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) N/A	
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0
	8	Shared Voting Power 935,073 (1)
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 935,073 (1)
11	Aggregate Amount Beneficially Owned by Each Reporting Person 935,073 (1)	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 12.7% (1)	
14	Type of Reporting Person CO	

- (1) Beneficial ownership of the Shares is being reported hereunder solely because the Reporting Persons may be deemed to have beneficial ownership of such shares as a result of certain provisions contained in the Support Agreement described in this Schedule 13D. Pursuant to Rule 13d-4, neither the filing of this Schedule 13D nor any of its content shall be deemed to constitute an admission by any of the Reporting Persons that it is the beneficial owner of any Shares for purposes of Section 13(d) of the Act, or for any other purpose, and such beneficial ownership is hereby expressly disclaimed. The calculation of beneficial ownership is based on (i) 935,073 Shares beneficially owned by the Supporting Stockholder that is a party to the Support Agreement as of October 19, 2020, and (ii) 7,344,955 Shares reported outstanding as of October 19, 2020 (as set forth in the Merger Agreement referred to in this Schedule 13D).

ITEM 1. Security and Issuer.

The class of equity securities to which this Statement on Schedule 13D (this “**Statement**”) relates is common stock, par value \$0.001 per share (the “**Shares**”) of BioSpecifics Technologies Corp., a Delaware corporation (“**Issuer**”), with its principal executive offices located at 2 Righter Parkway Delaware Corporate Center II, Wilmington, Delaware.

ITEM 2. Identity and Background.

This Schedule 13D is being jointly filed by (i) Endo International plc, a public limited company incorporated in Ireland (“**Endo**”), and (ii) Beta Acquisition Corp., a Delaware corporation (“**Merger Sub**” and, together with Endo, the “**Reporting Persons**”).

A Joint Filing Agreement between the Reporting Persons is attached as Exhibit 3 hereto.

Endo’s principal executive offices are located at First Floor, Minerva House, Simonscourt Road Ballsbridge, Dublin 4, Ireland. The telephone number of Endo is 011-353-1-268-2000. Endo is a specialty branded and generics pharmaceutical company that, through its operating subsidiaries, seeks to deliver quality medicines to patients in need through excellence in development, manufacturing and commercialization.

Merger Sub’s principal executive offices are located at 1400 Atwater Drive, Malvern, Pennsylvania 19355. The telephone number of Merger Sub is (484) 216-0000. Merger Sub is a wholly-owned indirect subsidiary of Endo. Merger Sub was formed solely for the purpose of effecting the Offer (as defined herein) and the Merger (as defined herein) and has conducted no business activities other than those incidental to its formation or those contemplated by the Merger Agreement (as defined herein), and has no assets or liabilities other than those contemplated by the Merger Agreement and Support Agreement.

The name, business address, present principal occupation or employment and citizenship of each director and executive officer of any of the Reporting Persons, as applicable, is set forth on Schedule A hereto and is incorporated herein by reference. During the preceding five years, none of the Reporting Persons nor, to the best knowledge of the Reporting Persons, any of the persons listed on Schedule A, have been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which such person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws, or finding any violation with respect to such laws.

ITEM 3. Source and Amount of Funds or Other Consideration.

The Support Agreement described in Item 4 of this Schedule 13D (the terms of which are hereby incorporated by reference) was entered into by and among Endo, Merger Sub and the Supporting Stockholder. The Supporting Stockholder entered into a Support Agreement as an inducement to Endo’s and Merger Sub’s willingness to enter into the Merger Agreement described in Item 4 of this Schedule 13D (the terms of which are hereby incorporated by reference). The Shares to which this Schedule 13D relate have not been purchased by any Reporting Person and no payments were made by or on behalf of any Reporting Person in connection with the execution of the Support Agreement.

ITEM 4. Purpose of the Transaction.*Merger Agreement*

The purpose of the Offer (as defined herein) is for Endo, through Merger Sub, to acquire control of, and the entire equity interest in, Issuer. The “Offer”, as the first step in the acquisition of Issuer, is intended to facilitate the acquisition of all outstanding Shares of Issuer. The purpose of the Merger (as defined herein) is to acquire all outstanding Shares not tendered and purchased pursuant to the Offer.

Pursuant to the Agreement and Plan of Merger, dated as of October 19, 2020, by and among Endo, Merger Sub and Issuer (the “**Merger Agreement**”), and on the terms and subject to the conditions thereof, Merger Sub will commence a tender offer (the “**Offer**”) to acquire all of Issuer’s issued and outstanding Shares at a purchase price of \$88.50 per Share (the “**Offer Price**”), net to the holder thereof in cash, subject to reduction for any applicable withholding taxes and without interest.

Following the consummation of the Offer and subject to the satisfaction or waiver of certain conditions set forth in the Merger Agreement, Merger Sub will merge with and into the Issuer, with the Issuer surviving as a wholly owned subsidiary of Endo, pursuant to Section 251(h) of the General Corporation Law of the State of Delaware (the “**DGCL**”) without a vote of the Issuer’s stockholders (the “**Merger**”). At the effective time of the Merger (the “**Effective Time**”), and without any action on the part of the holders of any Shares, each Share, other than any Shares (i) owned at the commencement of the Offer and immediately prior to the Effective Time by Endo, Merger Sub or the Issuer or any direct or indirect wholly-owned subsidiary thereof, (ii) irrevocably accepted for purchase pursuant to the Offer, or (iii) owned by Issuer stockholders who are entitled to demand and have properly and validly demanded their appraisal rights under Delaware law, will be automatically converted into the right to receive an amount in cash equal to the Offer Price, subject to reduction for any applicable withholding taxes and without interest.

In addition, effective as of immediately prior to the Effective Time, (i) each outstanding Issuer stock option will be automatically canceled and converted into the right to receive an amount in cash, without interest, equal to the product of (A) the number of Shares underlying such option immediately prior to the Effective Time multiplied by (B) the amount, if any, by which the Offer Price exceeds the exercise price per share of such option, and (ii) each outstanding Issuer restricted stock unit (“**RSU**”) will become fully vested (to the extent unvested) and will be automatically converted into the right to receive an amount in cash equal to the product of (A) the number of Shares underlying such RSU immediately prior to the Effective Time multiplied by (B) the Offer Price, without interest and subject to any deduction for any withholding taxes.

Former holders of Shares whose Shares are purchased in the Offer will cease to have any equity interest in Issuer and will no longer participate in the future growth of Issuer. If the Merger is consummated, all current holders of Shares will no longer have an equity interest in Issuer, regardless of whether or not they tender their Shares in connection with the Offer, and instead will only have the right to receive the Offer Price or, to the extent that holders of Shares are entitled to and have properly demanded appraisal in connection with the Merger in compliance with Section 262 of the DGCL, the amounts to which such holders of Shares are entitled in accordance thereunder.

Assuming the satisfaction of the conditions set forth in the Merger Agreement, Endo expects the Merger to close in the fourth calendar quarter of 2020.

Immediately following consummation of the Merger, the Shares will no longer meet the requirements for continued listing on the Nasdaq because the only holder of the Shares will be Merger Sub. Endo, Merger Sub and Issuer have agreed to take, or cause to be taken, all actions necessary to delist the Shares from Nasdaq after the Effective Time. If the Merger takes place, Issuer will no longer be publicly traded.

At the Effective Time, the certificate of incorporation of Issuer will be amended and restated in its entirety pursuant to the terms of the Merger Agreement. As of the Effective Time, the bylaws of Issuer will be amended and restated in its entirety to be in the form of the bylaws of Merger Sub, as in effect immediately prior to the Effective Time, subject to certain amendments specified in the Merger Agreement.

Pursuant to the Merger Agreement, until their successors are duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the certificate of incorporation and bylaws of the Surviving Corporation (as defined in the Merger Agreement), the directors of Merger Sub immediately prior to the Effective Time will be, from and after the Effective Time, the initial directors of the Surviving Corporation, and the officers of Merger Sub immediately prior to the Effective Time will be, from and after the Effective Time, the initial officers of the Surviving Corporation.

Merger Sub's obligation to purchase the Shares validly tendered pursuant to the Offer is subject to the satisfaction or waiver of certain conditions set forth in the Merger Agreement, including, among others: (i) that, immediately prior to the expiration of the Offer, there be validly tendered and not withdrawn in accordance with the terms of the Offer a number of Shares that, together with the Shares then-owned by Endo, Merger Sub and their respective affiliates (if any), represents at least a majority of all then-outstanding Shares on a fully diluted basis; (ii) the expiration or termination of any waiting period (and extensions thereof) applicable to the transactions contemplated by the Merger Agreement under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, or under any other antitrust law of a governmental authority of competent and applicable jurisdiction in Ireland; (iii) the absence of any law or order prohibiting or otherwise preventing the consummation of the Offer or the Merger; and (iv) other customary conditions set forth in the Merger Agreement (collectively, the "**Offer Conditions**").

The Merger Agreement contains customary representations, warranties, and covenants, including with respect to, among other things, the operation of the business of Issuer and its subsidiaries prior to the closing and, subject to certain customary exceptions, recommending that Issuer's stockholders accept the offer and tender their Shares. In addition, Issuer has agreed to customary "no shop" restrictions on its ability to solicit alternative acquisition proposals from third parties and engage in discussions or negotiations with third parties regarding alternative acquisition proposals. Notwithstanding the foregoing, Issuer may take certain actions to participate in discussions and negotiations and furnish information with respect to a written bona fide alternative acquisition proposal that Issuer's Board of Directors (the "**Board**") determines constitutes or is reasonably likely to lead to a Superior Proposal (as defined in the Merger Agreement) if failing to do so would be inconsistent with the Board's fiduciary duties under applicable law.

The Merger Agreement also provides that, in connection with a termination of the Merger Agreement under specified circumstances, including due to the entry by Issuer into a definitive agreement with respect to a Superior Proposal, or certain other triggering events, Issuer may be required to pay Endo a termination fee of \$23,040,000.

The foregoing description of the Merger Agreement and the transactions contemplated thereunder is not complete and is qualified in its entirety by reference to the Merger Agreement, a copy of which is filed as Exhibit 1 hereto and incorporated herein by reference.

Support Agreement

In connection with the Merger Agreement, Marital Trust U/W/O Edwin H. Wegman dated 8-10-06 (the "**Supporting Stockholder**"), entered into a Support Agreement with Endo and Merger Sub (the "**Support Agreement**"). The Support Agreement generally requires that the Supporting Stockholder validly tender all of its shares after commencement of the Offer and to vote against any action, agreement or transaction involving Issuer that can impede, interfere with or prevent the consummation of the Merger. In addition, the Supporting Stockholder has agreed to, if necessary, vote its shares:

- (a) for the adoption of the Merger Agreement, in the event any vote or consent of the Issuer stockholders is required to adopt the Merger Agreement, approve the Merger or otherwise approve any of the transactions contemplated thereby;
- (b) against any action or agreement that is intended or would reasonably be expected to result in the failure of any of the Offer Conditions to be satisfied;
- (c) against any Acquisition Proposal (as defined in the Merger Agreement);
- (d) against any other action, agreement or transaction involving Issuer that is intended, or would reasonably be expected, to impede, interfere with or prevent the consummation of the Offer or the Merger or the other transactions contemplated by the Merger Agreement; and
- (e) against any commitment or agreement to take any action inconsistent with any of the preceding clauses (a) through (d).

The Support Agreement will terminate upon the earliest to occur of (a) the termination of the Merger Agreement in accordance with its terms, (b) the delivery of written notice of termination by the Supporting Stockholder to Endo and Merger Sub following any amendment, modification, change or waiver to any provision of the Merger Agreement that decreases the amount or changes the form of the cash consideration (other than adjustments in accordance with the terms of the Merger Agreement), (c) Issuer's Board or any authorized committee thereof has effected a Company Board Recommendation Change (as defined in the Merger Agreement) in accordance with the terms and conditions of the Merger Agreement, and (d) the Effective Time.

The foregoing description of the Support Agreement does not purport to be complete and is qualified in its entirety by the full text of the Support Agreement, a form of which is filed as Exhibit 2 hereto and incorporated herein by reference. Schedule B lists the names and number of Shares that are beneficially owned by each Supporting Stockholder who is a party to the Support Agreement.

Confidentiality Agreement

On September 22, 2020, BioSpecifics entered into a Confidentiality Agreement with Endo, to facilitate certain discussions between the parties regarding a possible business arrangement between Endo and BioSpecifics (the "**Confidentiality Agreement**"). Under the Confidentiality Agreement, Endo, agreed, among other things, to keep certain non-public information concerning BioSpecifics confidential (subject to certain exceptions) for a period of 18 months from the date of the Confidentiality Agreement. Under the Confidentiality Agreement, Endo is also subject to standstill restrictions for 18 months with respect to the securities of BioSpecifics with customary fallaway provisions and permission for Endo to confidentially approach the Chief Executive Officer of BioSpecifics during the standstill period. However, notwithstanding the foregoing and pursuant to the Merger Agreement, BioSpecifics has waived such standstill restrictions with respect to any actions taken in furtherance of or to facilitate the transactions contemplated by the Merger Agreement.

The foregoing description of the Confidentiality Agreement is not complete and is qualified in its entirety by reference to the Confidentiality Agreement, a copy of which is filed as Exhibit 4 hereto and incorporated herein by reference.

Additional Information

Except as set forth in this Schedule 13D and in connection with the Offer and the Merger described above, Endo has no plan or proposal that relates to or would result in any of the transactions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

The Offer has not yet commenced. This document is neither an offer to purchase nor a solicitation of an offer to sell any shares of common stock of Issuer or any other securities, nor is it a substitute for the Offer materials that Endo and Merger Sub will file with the SEC upon commencement of the Offer. At the time the Offer is commenced, Endo and Merger Sub will file Offer materials on Schedule TO, including an Offer to Purchase, a Letter of Transmittal and related documents with the SEC, and Issuer will file a Solicitation/Recommendation Statement on Schedule 14D-9 with the SEC with respect to the Offer. The Offer to purchase all of the issued and outstanding shares of Issuer common stock will only be made pursuant to the offer to purchase, the letter of transmittal, and related documents filed as a part of the Schedule TO. **THE OFFER MATERIALS (INCLUDING AN OFFER TO PURCHASE, A RELATED LETTER OF TRANSMITTAL AND CERTAIN OTHER OFFER DOCUMENTS) AND THE SOLICITATION/RECOMMENDATION STATEMENT ON SCHEDULE 14D-9 WILL CONTAIN IMPORTANT INFORMATION THAT STOCKHOLDERS OF ISSUER ARE URGED TO READ CAREFULLY WHEN THE OFFER MATERIALS BECOME AVAILABLE BECAUSE THE OFFER MATERIALS WILL CONTAIN IMPORTANT INFORMATION SUCH STOCKHOLDERS SHOULD CONSIDER BEFORE MAKING ANY DECISION REGARDING TENDERING THEIR SHARES.** The Offer materials and the Solicitation/Recommendation Statement will be made available for free at the SEC's website at www.sec.gov. Copies of the documents filed with the SEC by Endo and Merger Sub will be available free of charge on Endo's website. In addition, security holders of Issuer may obtain free copies of the Offer materials by contacting the information agent for the Offer that will be named in the Tender Offer Statement on Schedule TO. Copies of the documents filed with the SEC by Issuer will be available free of charge on Issuer's website.

ITEM 5. Interest in Securities of Issuer.

(a), (b)

Beneficial ownership of the Shares of Issuer's stock is being reported hereunder solely because the Reporting Persons may be deemed to have beneficial ownership of such shares as a result of certain provisions contained in the Support Agreement described in this Schedule 13D. Pursuant to Rule 13d-4, neither the filing of this Schedule 13D nor any of its content shall be deemed to constitute an admission by the Reporting Persons that it is the beneficial owner of any shares of common stock for purposes of Section 13(d) of the Act or for any other purpose, and such beneficial ownership is hereby expressly disclaimed. As a result of the Support Agreement, the Reporting Persons and the Supporting Stockholder may also be deemed to constitute a group for purposes of Rule 13d-3 under the Act. The Reporting Persons disclaim the existence of such a group.

As a result of the Support Agreement, Endo and Merger Sub may be deemed to have shared power to vote up to 935,073 Shares in favor of approval of the Merger or in connection with certain other matters described in Item 4 above (the terms of which are incorporated herein by reference) and to have shared investment power with respect to such Shares, and thus, each Reporting Person may be deemed to be the beneficial owner of 935,073 Shares. As of October 19, 2020, all Shares that may so be deemed to be beneficially owned by the Reporting Persons constitute approximately 12.7% of the issued and outstanding Shares (based on 7,344,955 shares of common stock reported outstanding as of October 19, 2020 (as set forth in the Merger Agreement referred to in this Schedule 13D)). The Reporting Persons are not entitled to any rights as a stockholder of Issuer as to the Shares covered by the Support Agreement, except as otherwise expressly provided in the Support Agreement. If the Reporting Persons are deemed to have formed a group with the Supporting Stockholder, the group could be deemed to beneficially own the shares collectively held by the group, which would be an aggregate of 935,073 Shares, which constitutes 12.7% of the issued and outstanding Shares (based on 7,344,955 shares of common stock reported outstanding as of October 19, 2020 (as set forth in the Merger Agreement referred to in this Schedule 13D)).

The Supporting Stockholder has filed a separate statement of beneficial ownership on Schedule 13D pursuant to Rule 13d-1(k)(2) under the Act containing its required information. The Reporting Persons assume no responsibility for the information contained in any filings by any other person, including the Supporting Stockholder.

Except as set forth in this Item 5, to the knowledge of the Reporting Persons, none of the persons named in Schedule A beneficially owns any Shares.

(c)

Except for the agreements described in this Schedule 13D, to the knowledge of the Reporting Persons, no transactions in the class of securities reported have been effected during the past 60 days by any person named in Schedule A or Item 5(a).

(d)

To the knowledge of the Reporting Persons, no person other than the applicable Supporting Stockholder has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the securities of Issuer reported herein.

(e)

Not applicable.

ITEM 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Except for the agreements described in this Schedule 13D, to the knowledge of the Reporting Persons, there are no contracts, arrangements, understandings or relationships (legal or otherwise), among the Reporting Persons or, to the knowledge of any of the Reporting Persons, any other person or entity referred to in Item 2 (including those listed on Schedule A), or between such persons and any other person, with respect to any securities of Issuer, including, but not limited to, transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

ITEM 7. Material to be Filed as Exhibits.

- Exhibit 1 Agreement and Plan of Merger, dated as of October 19, 2020, by and among Endo International plc, Beta Acquisition Corp. and BioSpecifics Technologies Corp.
- Exhibit 2 Support Agreement, dated as of October 19, 2020, by and among Endo International plc, Beta Acquisition Corp and the Marital Trust U/W/O Edwin H. Wegman dated 8-10-06.
- Exhibit 3 Joint Filing Agreement, dated October 29, 2020, by and among the Reporting Persons.
- Exhibit 4 Confidentiality Agreement, dated as of September 22, 2020, between Endo International plc and BioSpecifics Technologies Corp.

SIGNATURES

After reasonable inquiry and to the best of its knowledge and belief, the undersigned each certifies that the information with respect to it set forth in this Statement is true, complete and correct.

Dated: October 29, 2020

Endo International plc

By: /s/ Matthew J. Maletta

Matthew J. Maletta
Executive Vice President, Chief Legal Officer and
Company Secretary

Beta Acquisition Corp.

By: /s/ Matthew J. Maletta

Matthew J. Maletta
Executive Vice President, Chief Legal Officer and
Secretary

SCHEDULE A

**CERTAIN INFORMATION CONCERNING EXECUTIVE OFFICERS AND DIRECTORS OF
ENDO INTERNATIONAL PLC AND BETA ACQUISITION CORP.**

Directors and Executive Officers of Endo. The following table sets forth as to each of the directors and executive officers of Endo: his or her name, business address, present principal occupation or employment and the name, principal business and address of any corporation or other organization in which such employment is conducted. Unless otherwise indicated, (i) the current business address of each person is First Floor, Minerva House, Simmonscourt Road Ballsbridge, Dublin 4, Ireland, and (ii) the principal employer of each such individual is Endo International plc: the business address of which is First Floor, Minerva House, Simmonscourt Road Ballsbridge, Dublin 4, Ireland.

<u>Name / Title of Endo</u>	<u>Present Principal Occupation or Employment</u>	<u>Citizenship</u>
Paul V. Campanelli Chairman	Chairman of the Board of Endo	USA
Roger H. Kimmel Senior Independent Director of Endo	Vice Chairman of Rothschild Inc. 1251 Avenue of the Americas, New York, NY 10022	USA
Mark G. Barberio Director	Principal, Markapital, LLC 53 Mill Street Williamsville, New York, NY 14221	USA
Blaise Coleman Director, President and Chief Executive Officer	Director of Endo and President and Chief Executive Officer of Endo	USA
Shane M. Cooke Director	Director of Endo	Irish
Nancy J. Hutson, Ph.D. Director	Director of Endo	USA
Michael Hyatt Director	Senior Advisor to Irving Place Capital 745 Fifth Avenue, 7th Floor New York, NY 10151	USA
William P. Montague Director	Executive Chairman of the Board of Directors of Gibraltar Industries, Inc. 3556 Lake Shore Road, P.O. Box 2028, Buffalo, New York 14219	USA
M. Christine Smith, Ph.D. Director	Director of Endo	USA
Patrick Barry Executive Vice President and President, Global Commercial Operations	Executive Vice President and President, Global Commercial Operations of Endo	USA

Mark Bradley Executive Vice President and Chief Financial Officer	Executive Vice President and Chief Financial Officer of Endo	USA
Domenico Ciarico Executive Vice President and Chief Commercial Officer	Executive Vice President and Chief Commercial Officer, Sterile and Generics of Endo	USA
Terrance J. Coughlin Executive Vice President and Chief Operating Officer	Executive Vice President and Chief Operating Officer of Endo	USA
Rahul Garella Executive Vice President, International Pharmaceuticals	Executive Vice President, International Pharmaceuticals of Endo	British
Matthew J. Maletta Executive Vice President, Chief Legal Officer and Company Secretary	Executive Vice President, Chief Legal Officer and Company Secretary of Endo	USA

Directors and Executive Officers of Merger Sub. The following table sets forth as to each of the directors and executive officers of Merger Sub: his or her name, citizenship, business address, present principal occupation or employment and the name, principal business and address of any corporation or other organization in which such employment is conducted. Unless otherwise indicated, (i) the current business address of each person is 1400 Atwater Drive, Malvern, Pennsylvania, 19355, and (ii) the principal employer of each such individual is Endo International plc: the business address of which is First Floor, Minerva House, Simmons Court Road Ballsbridge, Dublin 4, Ireland.

<u>Name / Title of Merger Sub</u>	<u>Present Principal Occupation or Employment</u>	<u>Citizenship</u>
Blaise A. Coleman Chairman, President and Chief Executive Officer	Director of Endo and President and Chief Executive Officer of Endo	USA
Matthew J. Maletta Executive Vice President, Chief Legal Officer and Secretary	Executive Vice President, Chief Legal Officer and Company Secretary of Endo	USA
Mark T. Bradley Director, Executive Vice President and Chief Financial Officer	Executive Vice President and Chief Financial Officer of Endo	USA

SCHEDULE B

<u>Stockholder</u>	<u>Shares</u>
Marital Trust U/W/O Edwin H. Wegman dated 8-10-06	935,073
TOTAL	<u>935,073</u>

EXHIBIT INDEX

- Exhibit 1 Agreement and Plan of Merger by and among Endo International plc, Beta Acquisition Corp. and BioSpecifics Technologies Corp. dated as of October 19, 2020 (Incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by Endo International plc on October 19, 2020).
- Exhibit 2 Support Agreement, dated as of October 19, 2020, entered into with the party described in Item 4 (Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by Endo International plc on October 19, 2020).
- Exhibit 3 Joint Filing Agreement, dated October 29, 2020, by and between the Reporting Persons.
- Exhibit 4 Confidentiality Agreement, dated as of September 22, 2020, between Endo International plc and BioSpecifics Technologies Corp.

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the common stock, par value \$0.001 per share, of BioSpecifics Technologies Corp., and further agree that this Joint Filing Agreement be included as an Exhibit to such joint filing. In evidence thereof, the undersigned hereby execute this Agreement.

Dated: October 29, 2020

Endo International plc

By: /s/ Matthew J. Maletta

Matthew J. Maletta
Executive Vice President, Chief Legal Officer and
Company Secretary

Beta Acquisition Corp.

By: /s/ Matthew J. Maletta

Matthew J. Maletta
Executive Vice President, Chief Legal Officer and
Secretary

BioSpecifics Technologies Corp.
2 Righter Parkway
Delaware Corporate Center II
Wilmington, DE 19803

September 22, 2020

Matthew J. Maletta
Executive Vice President,
Chief Legal Officer and Company Secretary
Endo International plc
1400 Atwater Drive
Malvern PA 19355

Dear Blaise:

In connection with Endo International plc's ("Endo," "you" or "your") interest in a potential acquisition of BioSpecifics Technologies Corp., a Delaware corporation, and its subsidiaries (collectively, the "Company", "we", "our" or "us") by you or one of your affiliates (the "Transaction") you have requested that we or our Representatives (as defined below) furnish you or your Representatives with certain information relating to the Company, including, without limitation all financial, tax, accounting and other information regarding the Company or its business, operations, assets, liabilities, prospects, value, structure, business strategies and capabilities, business plans, and relationships with customers, suppliers, principals, employees, financing sources, intellectual property, contracting counterparties and others, and any information that is a trade secret within the meaning of applicable trade secret law. All such information (whether written, oral, electronic or in other form) furnished from and after the date of this agreement to you or your Representatives by or on behalf of the Company in connection with the Transaction and all analyses, notes, compilations, forecasts, studies or other documents prepared by you or your Representatives in connection with your or their review of, or your interest in, the Transaction to the extent containing or referring to any such information is hereinafter referred to as the "Information".

The term "Information" will not, however, include information which (i) is or becomes publicly available other than as a result of a disclosure by you or your Representatives in breach of this agreement; (ii) was, is or becomes available to you or your Representatives from a source, other than the Company or its Representatives, which, to your or such of your Representative's knowledge, as applicable, after reasonable inquiry, is not prohibited from disclosing such information to you or your Representatives by any legal, contractual or other obligation of confidentiality to the Company; or (iii) was or is independently developed by you or your

Representatives without reference to the Information. As used herein, the term “Representative” means, with respect to a party, such party’s affiliates and its and their directors, managers, officers, employees, insurers, partners, advisors (including, without limitation, attorneys, financial advisors, accountants and consultants); provided that, the term “Representative”, when used with respect to Endo, (x) shall, solely with respect to officers and employees of Endo, initially be limited to those officers and employees set forth on Exhibit A hereto, unless and until the Company gives its prior written consent for any additional officers or employees, at which point (subject to clause (z) below) they shall be deemed “Representatives” of such party for all purposes hereunder, (y) shall not include any debt or equity financing source, partner or co-investor, unless and until the Company gives its prior written consent at which point (subject to clause (z) below) they shall be deemed “Representatives” of such party for all purposes hereunder and (z) shall only include such persons (or, in the case of third party Representatives, only the deal teams performing services on your behalf) who receive Information from or on behalf of such party. As used herein, the term “person” means any individual, firm, corporation, partnership, limited liability company, trust, joint venture, governmental entity or other entity.

Accordingly, you hereby agree as follows:

1. Except as permitted hereunder, you and your Representatives (i) will keep the Information confidential and will not, without the Company’s prior written consent, disclose any Information in any manner whatsoever and (ii) will not use any Information other than in connection with consideration, evaluation, negotiation or consummation of the Transaction; provided, however, that you may disclose the Information to your Representatives to the extent necessary to permit such Representatives to assist you in the consideration, evaluation, negotiation and consummation of the Transaction; provided, further, that you shall inform such Representatives of the confidential nature of the Information and, to the extent your Representatives are not otherwise bound by an obligation of confidentiality to you at least as restrictive as the terms hereof, each such of your Representative shall be directed to comply with the terms of this agreement that are applicable to your Representatives to the same extent as if it was a party hereto. Notwithstanding anything in this agreement to the contrary, the Company and its Representatives, as the case may be, shall retain title to the Information at all times. The provisions of the foregoing sentence of this Section 1 shall not apply to any analyses, notes, compilations, forecasts, studies or other documents prepared by you or your Representatives in connection with your or their review of, or your interest in, the Transaction that contain or reflect any Information, provided that such materials or copies thereof shall remain subject to an ongoing confidentiality obligation according to the terms and conditions of this agreement for the term hereof.

2. In the event that you or any of your Representatives are requested pursuant to or required by applicable law, rule, regulation or legal or other similar process (including, without limitation, by deposition, interrogatory, subpoena or civil investigative demand), by a stock exchange, or by a governmental, regulatory, or self-regulatory authority (collectively, “Law”) to disclose any of the Information, you will, to the extent practicable and permitted by Law, promptly notify the Company in writing of the existence surrounding such request or

requirement in order to enable the Company to seek, at its own expense, and you and your Representatives will reasonably cooperate with the Company's efforts to seek, a protective order or other appropriate remedy or, in our sole discretion, waive compliance with the terms of this agreement. If, in the absence of a protective order or in the event the Company waives compliance with the terms of this agreement, you or your Representatives may disclose such Information to the relevant person or authority without liability hereunder; provided, however, that you (i) give, to the extent practicable and permitted by Law, the Company written notice of the Information to be disclosed, (ii) disclose only that portion of the Information which you or your Representatives' legal counsel advises is legally required to be disclosed and (iii) use commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such Information. Notwithstanding the foregoing, you and your Representatives may disclose Information without compliance with the notice and other obligations of this Section 2 to the extent required in connection with an inquiry by a regulatory authority, self-regulatory authority, bank examiner or stock exchange not targeted at the Company or the Transaction or, in the case of an inquiry targeted at the Company or the Transaction, to the extent that providing such notice is not legally permitted.

3. Without the prior written consent of the other party, each party agrees that it will not, and will direct its Representatives not to, disclose to any person (other than its Representatives permitted to access Information in accordance with Section 1 and the Common Interest Agreement (as defined below)), (i) the fact that any investigations, discussions or negotiations are taking or have taken place between the parties concerning a Transaction or the existence or contents of this agreement, (ii) that Endo or its Representatives have requested or received Information or (iii) any of the terms, conditions or other facts with respect to any such Transaction, including, without limitation, the status thereof (such information in clauses (i) through (iii) being deemed "Information" hereunder).

4. At any time upon the written request of the Company, you and your Representatives will either (at your or your Representatives sole election) promptly destroy (and, upon the written request of the Company, you shall confirm any such destruction in writing to the Company) or return to the Company all written Information (and all copies thereof and extracts therefrom) in your or your Representatives' possession. The provisions of the foregoing sentence of this Section 4 shall not apply to copies of Information made by you and your Representatives as a matter of routine information technology backup (it being agreed that you and your Representatives will not access such archived computer files containing any such Information after such return, deletion or destruction is otherwise required (except as may be required pursuant to security and/or disaster recovery procedures in the ordinary course of business)) and to Information or copies thereof that must be retained by you and your Representatives in accordance with applicable Law or bona fide document retention policies, provided that such retained Information or copies thereof shall remain subject to an ongoing confidentiality obligation according to the terms and conditions of this agreement until the earlier of (x) the return or destruction of such Information and (y) three (3) years from the date hereof. Any oral Information will continue to be subject to the terms of this agreement for the term hereof. Notwithstanding the termination of any such evaluation or discussions, or the return or destruction of the Information, you and your Representatives will continue to be bound by the obligations of confidentiality and other obligations hereunder for the term hereof.

5. You acknowledge that neither the Company nor our Representatives, nor any of our or their respective officers, directors, employees, agents or controlling persons within the meaning of Section 20 of the Securities Exchange Act of 1934, as amended (the “1934 Act”), (i) makes any express or implied representation or warranty as to the accuracy or completeness of the Information or any other information provided or prepared in connection with any Transaction or (ii) shall have any liability whatsoever to you relating to or resulting from the use of the Information or any other information provided or prepared in connection with any Transaction or any errors therein or omissions therefrom, in each case except as may be provided in any definitive agreement, if any, with respect to the Transaction. You further agree that you are not entitled to rely on the accuracy or completeness of the Information or any other information provided or prepared in connection with any Transaction, except as may be set forth in any definitive agreement with respect to the Transaction, subject to such limitations and restrictions as may be contained therein. You further understand and acknowledge that this agreement does not constitute or create any obligation to provide Information or other information.

6. You acknowledge and agree that (A) the Company and its Representatives are free to conduct the process leading up to a Transaction as the Company and its Representatives, in their sole discretion, determine (including, without limitation, conduct of the due diligence process, negotiating with any third party and entering into a preliminary or definitive agreement without prior notice to you or any other person) and (B) the Company reserves the right, in its sole discretion, to change the process at any time without prior notice to you or any other person, to reject any and all proposals made by you or any of your Representatives with regard to a Transaction, and to terminate discussions and negotiations with you at any time and for any reason.

7. You agree that you will not, directly or indirectly, and your Representatives (on your behalf) will not, without the prior written consent of the Company, initiate contact with any person known by you to be a licensor, supplier, distributor, broker, vendor, consultant, lender, agent or customer of the Company regarding the Transaction; provided that the foregoing shall not preclude (x) contacts made in the ordinary course of business, (y) due diligence or market research calls in which Information is not disclosed by you or (z) contacts with your Representatives.

8. You agree that without the prior written consent of the Company, you shall not, directly or indirectly, and your Representatives (on your behalf) shall not, discuss or offer any form of direct or indirect participation in any potential Transaction to any actual or potential provider of debt or equity, partner, co-investor, joint venture participant, financial advisor or commercial consultant (in each case, other than your Representatives). You further agree that neither you nor any of your Representatives on your behalf will enter into any exclusivity, lock-up, dry-up or other equivalent agreement, arrangement or understanding, whether written or oral, with any commercial bank or other source of debt or equity financing, financial advisor or commercial consultant that would reasonably be expected to limit, restrict, restrain or otherwise impair in any manner, directly or indirectly, the ability of such commercial bank or other source of debt or equity financing to serve as a financing source or otherwise provide services to any other person considering a transaction involving the Company. The foregoing shall not restrict the use of customary “tree” arrangements that restrict individuals from working for, or being otherwise involved with, more than a single potential purchaser of the Company.

9. No agreement providing for any Transaction between the parties will be deemed to exist unless and until a definitive agreement has been executed and delivered by the parties hereto, and each party hereby irrevocably waives any claims (including, without limitation, breach of contract but excluding those arising out of this agreement) in connection with any Transaction unless and until such definitive agreement has been so executed and delivered and then only in accordance with the terms thereof and applicable law. Unless and until such definitive agreement has been so executed and delivered, neither party nor any of their Representatives has any legal obligation to the other of any kind with respect to any Transaction because of this agreement or any other written or oral expression with respect to any Transaction, except, in the case of this agreement, for the matters specifically agreed to herein. Neither party will have any claims against the other party or any of its Representatives arising out of or relating to any Transaction other than, if any, as parties to such definitive agreement, and then only in accordance with the terms thereof, or as parties to this agreement, for the matters specifically agreed to herein. No express or implied license under any patent, copyright, trademark or trade secret is granted with respect to any of the Information provided by the Company or any of its Representatives to you or any of your Representatives, other than the right to use the Information in compliance with this agreement.

10. For a period of eighteen (18) months from the date of this agreement, you and your affiliates shall not, directly or indirectly (i) employ or solicit for employment any current executive officer or senior-level manager of the Company with whom you first had contact in connection with the Transaction (each, a "Covered Employee") or (ii) solicit, recruit, or otherwise induce any Covered Employee to terminate such employment (for the purpose of you or your affiliates hiring such Covered Employee) or to accept employment, or to enter into any consulting or other similar agreement, with you or any of your affiliates; provided, however, that you and your affiliates shall not be prohibited from (x) engaging in (or hiring, recruiting or entering into any agreement with, any Covered Employee who responds to) general solicitations of employment (including, without limitation, the use of search firms) not specifically targeted at Covered Employees, or (y) employing, recruiting, soliciting or entering into any agreement with any Covered Employee who has ceased employment with or other association as a Covered Employee of the Company for a period of at least six (6) months prior to commencement of employment discussions between you or your affiliates and such Covered Employee.

11. You acknowledge and agree that you are aware (and that your Representatives are aware or, upon receipt of any Information, will be advised by you) that (i) the Information being furnished to you or your Representatives contains material, non-public information regarding the Company and (ii) the United States securities laws prohibit any persons who have material, nonpublic information concerning the matters which are the subject of this agreement from purchasing or selling securities of a company which may be a party to a transaction of the type contemplated by this agreement or from communicating such information to any person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities in reliance upon such information

12. As of the date hereof, you hereby represent and warrant to the Company that neither you nor any of your controlled affiliates owns any securities of the Company. You agree that, during the Standstill Period (as defined below), neither you nor any of your Representatives acting on your behalf or controlled affiliates will in any manner, directly or indirectly: (a) effect or seek, offer or propose (whether publicly or otherwise) to effect, or announce any intention to effect or cause or participate in or in any way assist, knowingly facilitate or knowingly encourage any other person to effect or seek, offer or propose (whether publicly or otherwise) to effect or participate in, (i) any acquisition of any securities (or beneficial ownership thereof), or rights or options to acquire any securities (or beneficial ownership thereof), or any assets, indebtedness or businesses of the Company or any of its subsidiaries, (ii) any tender or exchange offer, merger or other business combination involving the Company, any of the subsidiaries or assets of the Company or the subsidiaries constituting a significant portion of the consolidated assets of the Company and its subsidiaries, (iii) any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction with respect to the Company or any of its subsidiaries, or (iv) any "solicitation" of "proxies" (as such terms are used in the proxy rules of the Securities and Exchange Commission) or consents to vote any voting securities of the Company or any of its affiliates; (b) form, join or in any way participate in a "group" (as defined under the 1934 Act) with respect to the Company or otherwise act in concert with any person in respect of any such securities; (c) otherwise act, alone or in concert with others, to seek representation on or to control or influence the management, Board of Directors or policies of the Company or to obtain representation on the Board of Directors of the Company; (d) take any action which would or would reasonably be expected to force the Company to make a public announcement under applicable law or regulation regarding any of the types of matters set forth in (a) above; or (e) enter into any discussions or arrangements with any Third Party with respect to any of the foregoing, in each case, unless and until, in the case of each of the foregoing clauses (a) to (e), you have received the prior written invitation or approval of the Company to do so. You also agree during such period not to request (in any manner that would reasonably be likely to cause the Company to disclose publicly) that the Company or any of its Representatives, directly or indirectly, amend or waive any provision of this paragraph (including this sentence). For purposes of this agreement, the "Standstill Period" shall mean the period beginning on the date of this agreement and ending eighteen (18) months from the date of this agreement, provided that the Standstill Period shall terminate upon the earliest occurrence of (i) the Company entering into a definitive agreement, transaction or series of related transactions with a person or entity (other than you or any person or entity acting jointly or in concert with you) (a "Third Party"), for (A) the acquisition, directly or indirectly, of not less than a majority of the outstanding voting equity of the Company calculated on a fully diluted basis or all or substantially all of the assets of the Company and its subsidiaries on a consolidated basis or (B) any merger, consolidation or business combination pursuant to which more than 40% of the outstanding common stock of the Company would be converted into cash or securities of any person or group after which the Company's stockholders would not own at least 50% of the ultimate parent entity of the combined company or (ii) upon a Third Party commencing or announcing a tender or exchange offer for not less than 50% of the outstanding common shares of the Company and the Company's board of directors recommending that Company stockholders tender their shares, or failing to recommend prior to the date that is ten business days after any such commencement or announcement that Company stockholders not tender their shares in such tender offer.

Notwithstanding anything to the contrary contained in this agreement, nothing herein shall prohibit you from making any confidential offers or proposals to the Chief Executive Officer of the Company; provided that such communications are in a manner that would not reasonably be expected to require either party to make public disclosure under applicable law or regulation. Notwithstanding anything in this agreement to the contrary, the restrictions set forth in this paragraph shall not apply to (x) any indirect acquisition of securities of the Company by or on behalf of any independently managed pension plan, employee benefit plan or similar trust or in a retirement plan, or (y) any indirect acquisition of securities of the Company through investment in any independent mutual fund or other similar investment vehicle, or through any broad based, publicly-traded basket or index of stock, in each case so long as such investment or acquisition is not made at your direction, or the direction of your subsidiaries or other Representatives.

13. You acknowledge and agree that the Information has competitive value and is of a confidential and proprietary nature and that the Company may be damaged and harmed if any Information were disclosed by you or your Representatives in breach hereof. Each party acknowledges that remedies at law may be inadequate to protect the other party against any actual or threatened breach of this agreement by a party or its Representatives, and, without prejudice to any other rights and remedies otherwise available to it, each party agrees to the granting of injunctive relief in favor of the other party without proof of actual damage or the adequacy of remedies at law. Each party hereby waives any requirements for the posting of any bond in connection with such remedy.

14. Each party agrees that no failure or delay by the other party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

15. This agreement will be governed by and construed in accordance with the laws of the State of Delaware without regard to conflict of laws principles. Each party agrees that any suit or proceeding arising in respect of this agreement will be tried exclusively in the Court of Chancery of the State of Delaware or, if that court declines to accept or does not have jurisdiction over a particular matter, any other State Court in the State of Delaware or Federal court of the United States of America located in the State of Delaware, and each party irrevocably and unconditionally agrees to submit to the exclusive jurisdiction of, and to venue in, such courts (and agree not to commence any action, suit, or proceeding relating thereto except in such courts). The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this agreement in such court, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Each party further agrees that service of any process, summons, notice or

document by U.S. registered mail to the respective addresses set forth below shall be effective service of process for any action, suit or proceeding brought against the parties in any such court. EACH PARTY AGREES TO WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE TRANSACTION OR ANY OTHER MATTER CONTEMPLATED BY THIS AGREEMENT.

16. This agreement and the obligations of the parties under this agreement will expire eighteen (18) months from the date of this agreement; provided that (x) those obligations hereunder carrying a shorter term shall terminate on such earlier date set forth herein and (y) the confidentiality obligations with respect to any Information retained in accordance with the second sentence of Section 4 shall terminate on the date set forth in the second sentence of Section 4.

17. This agreement and the Common Interest Agreement (the "Common Interest Agreement") dated September 22, 2020 between you and the Company contain the entire agreement between you and us concerning the confidentiality of the Information and all other matters addressed herein and supersedes any and all prior written and oral communications and agreements relating to the subject matter hereof. Any amendment or modification of the terms and conditions set forth herein or any waiver of such terms and conditions must be agreed to in a writing signed by the Company and you. This agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Signatures to this agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature. If any term, provision, agreement or restriction set forth herein is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the terms, provisions, agreements and restrictions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

18. Neither this agreement, nor any of the rights, interest or obligations hereunder, shall be assigned by either party without the prior written consent of the other party, except that the Company may assign this agreement to one of its controlled affiliates or to any third party that purchases or otherwise acquires the Company or all or substantially all of its assets without your prior written consent.

19. For the avoidance of doubt, in the event there is any conflict or inconsistency between this agreement and the terms and conditions of any electronic dataroom now or hereafter applicable to you or your Representatives, the terms and conditions of this agreement shall govern and constitute the terms and conditions with respect to the access of Information by you or your Representatives in any electronic dataroom.

[Signature Page Follows]

Sincerely,

BioSpecifics Technologies Corp.

By: /s/ Joseph Truitt

Joe Truitt

Chief Executive Officer

Confirmed and Agreed to:

Endo International plc

By: /s/ Matthew J. Maletta

Matthew J. Maletta

Executive Vice President, Chief Legal Officer
and Company Secretary

[Signature Page to CDA]