Horizon Pharma, Inc.
(Exact name of registrant as specified in its charter)

520 Lake Cook Road, Suite 520,
Deerfield, Illinois 60015
(Address of principal executive offices and zip code)

Registrant’s telephone number, including area code: (224) 383-3000

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))
Item 1.01 Entry into a Material Definitive Agreement.

On March 5, 2012, we amended our November 2010 Exclusive Distribution Agreement with Mundipharma International Corporation Limited ("Mundipharma International") and our November 2010 Manufacturing and Supply Agreement with Mundipharma Medical Company. The amendments added the following additional territories to each of the underlying agreements: Mexico, Brazil, Argentina, Colombia, Venezuela, Peru, Chile, Ecuador, Dominican Republic, Guatemala, Costa Rica, Uruguay, Bolivia, Panama, Nicaragua, El Salvador and Honduras. The amendment to our Exclusive Distribution Agreement requires that Mundipharma International meet specified minimum sales targets, which range from thousands to millions of tablets of product in finished form on a country by country basis, over specified periods of time. If Mundipharma International does not meet the minimum sales volumes, the marketing rights granted will become nonexclusive with respect to the applicable country unless Mundipharma International pays us the shortfall. Further, under the amendment to our Exclusive Distribution Agreement, we may receive aggregate up-front and milestone payments of up to $2,000,000.

The foregoing summary of the amendments to our Exclusive Distribution Agreement and Manufacturing and Supply Agreement does not purport to be complete and is qualified in its entirety by reference to the amendments, which are attached as Exhibit 99.1 and Exhibit 99.2 hereto.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<table>
<thead>
<tr>
<th>Exhibit No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>99.1*</td>
<td>Amendment No. 1 to Exclusive Distribution Agreement, dated March 5, 2012, by and between Horizon Pharma AG and Mundipharma International Corporation Limited.</td>
</tr>
<tr>
<td>99.2</td>
<td>Amendment No. 1 to Manufacturing and Supply Agreement, dated March 5, 2012, by and between Horizon Pharma AG and Mundipharma Medical Company.</td>
</tr>
</tbody>
</table>

* Confidential treatment has been requested with respect to certain portions of this exhibit. Omitted portions have been filed separately with the Securities and Exchange Commission.
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: March 8, 2012

Horizon Pharma, Inc.

By: /s/ Robert J. De Vaere

Robert J. De Vaere
Executive Vice President and Chief Financial Officer
EXCLUSIVE DISTRIBUTION AGREEMENT - AMENDMENT No. 1

THIS AGREEMENT is made the 5th day of March 2012

BETWEEN:

(1) HORIZON PHARMA AG a company incorporated in accordance with the laws of Switzerland with its registered office at Kägenstrasse 17, CH-4153 Reinach, Switzerland (the “Principal”); and

(2) MUNDIPHARMA INTERNATIONAL CORPORATION LIMITED a company incorporated in accordance with the laws of Bermuda with its registered office at Canon’s Court, 22 Victoria Street, Hamilton, HM 12 Bermuda (the “Distributor”).

WHEREAS:

(A) The Principal and Distributor concluded an Exclusive Distribution Agreement (“EDA”) on November 4, 2010 to have the Product registered, marketed, sold and distributed by the Distributor in the Field in the Territory (the terms Product, Field and Territory are defined in the EDA).

(B) The Principal and Distributor wish to amend the EDA to include additional territories.

(C) The Principal has agreed with the Distributor to grant Exclusive licenses and rights as set out and upon and subject to the terms and conditions in this agreement and the EDA.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 As used in this Agreement, capitalized words and expressions shall have the meanings defined in the EDA, provided that the following words and phrases shall have the following meanings: In this Agreement, the following terms shall have the following meanings:

“AMENDMENT” means this Agreement between the Parties as set out and described herein.
1.2 Any reference in this AMENDMENT to “writing” or cognate expressions includes a reference to facsimile transmission.

1.3 The headings in this AMENDMENT are for convenience only and shall not affect its interpretation.

1.4 References to “persons” includes individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships.

1.5 Any reference to an enactment or statutory provision is a reference to it as it may have been, or may from time to time be amended, modified, consolidated or re-enacted.

2. AMENDMENTS TO THE EDA

2.1 The definition of “Commencement Date” shall be amended as follows:

“Commencement Date” means November 4, 2010 with respect to the following countries in the Territory: Australia, China, Hong Kong, Indonesia, Korea, Malaysia, New Zealand, Philippines, Singapore, South Africa, Taiwan, Thailand, and Vietnam and means the execution date of this AMENDMENT for all other countries in the Territory.

2.2 Schedule 1 of the EDA is amended to add the following additional countries:

“Mexico, Brazil, Argentina, Colombia, Venezuela, Peru, Chile, Ecuador, Dominican Republic, Guatemala, Costa Rica, Uruguay, Bolivia, Panama, Nicaragua, El Salvador and Honduras.”
2.3 Schedule 2 of the EDA is amended to add the following table:

**Annual Volume Forecast (in millions of tablets of Product in finished form)**

<table>
<thead>
<tr>
<th>Volume</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6-15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brazil</td>
<td>[... *** ...]</td>
<td>[... *** ...]</td>
<td>[... *** ...]</td>
<td>[... *** ...]</td>
<td>[... *** ...]</td>
<td>[... *** ...]</td>
</tr>
<tr>
<td>Mexico</td>
<td>[... *** ...]</td>
<td>[... *** ...]</td>
<td>[... *** ...]</td>
<td>[... *** ...]</td>
<td>[... *** ...]</td>
<td>[... *** ...]</td>
</tr>
<tr>
<td>Argentina</td>
<td>[... *** ...]</td>
<td>[... *** ...]</td>
<td>[... *** ...]</td>
<td>[... *** ...]</td>
<td>[... *** ...]</td>
<td>[... *** ...]</td>
</tr>
<tr>
<td>Colombia</td>
<td>[... *** ...]</td>
<td>[... *** ...]</td>
<td>[... *** ...]</td>
<td>[... *** ...]</td>
<td>[... *** ...]</td>
<td>[... *** ...]</td>
</tr>
</tbody>
</table>

2.4 Schedule 3 of the EDA is amended to add the following Milestone Payments:

<table>
<thead>
<tr>
<th>Milestone Event</th>
<th>Milestone Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount to be paid within five (5) business days of the signature of this AMENDMENT</td>
<td>[... *** ...]</td>
</tr>
<tr>
<td>[... *** ...]</td>
<td>[... *** ...]</td>
</tr>
<tr>
<td>[... *** ...]</td>
<td>[... *** ...]</td>
</tr>
</tbody>
</table>

***Confidential Treatment Requested***
In WITNESS WHEREOF the PARTIES hereto have caused this AMENDMENT to be executed in duplicate by their duly authorised officers as of the Commencement Date.

HORIZON PHARMA AG
By: /s/ Robert W. Metz
Name: Robert W. Metz
Title: Sr VP Global Business Ops

MUNDIPHARMA INTERNATIONAL CORPORATION LIMITED
By: /s/ Douglas Dooherty
Name: Douglas Dooherty
Title: General Manager

S:/6736a

HORIZON PHARMA AG
By: /s/ Hans-Peter Zobel
Name: Hans-Peter Zobel
Title: General Manager Europe
THIS AGREEMENT is made the 5th day of March 2012

BETWEEN:

(1) HORIZON PHARMA AG a company incorporated in accordance with the laws of Switzerland with its registered office at Kägenstrasse 17, CH-4153 Reinach, Switzerland (“Horizon”); and

(2) MUNDIPHARMA MEDICAL COMPANY a partnership organised in accordance with the laws of Bermuda with Registered No. EC – 16260 and with its registered office at Canon’s Court, 22 Victoria Street, Hamilton, HM 12 Bermuda (“Mundipharma”).

RECITALS

(A) The Principal and Distributor concluded a Manufacturing and Supply Agreement (“MSA”) on November 4, 2010 to have Horizon procure the manufacture of the Products and supply the same and have designated Mundipharma to purchase the Products from Horizon for distribution in accordance with the Exclusive Distribution Agreement (“EDA”) between Horizon and MICL concluded on November 4, 2010 and amended on March 5, 2012.

(B) The Principal and Distributor wish to amend the MSA to include additional territories.
NOW IT IS HEREBY AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

   1.1 As used in this Agreement, capitalized words and expressions shall have the meanings defined in the MSA, provided that the following words and phrases shall have the following meanings: In this Agreement, the following terms shall have the following meanings:

      “AMENDMENT” means this Agreement between the Parties as set out and described herein.

      1.2 Any reference in this AMENDMENT to “writing” or cognate expressions includes a reference to facsimile transmission.

      1.3 The headings in this AMENDMENT are for convenience only and shall not affect its interpretation.

      1.4 References to “persons” includes individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships.

      1.5 Any reference to an enactment or statutory provision is a reference to it as it may have been, or may from time to time be amended, modified, consolidated or re-enacted.

2. **AMENDMENTS TO THE MSA**

   2.1 Schedule 1 of the MSA is amended to add the following additional countries:

      “Mexico, Brazil, Argentina, Colombia, Venezuela, Peru, Chile, Ecuador, Dominican Republic, Guatemala, Costa Rica, Uruguay, Bolivia, Panama, Nicaragua, El Salvador and Honduras.”
In WITNESS WHEREOF the PARTIES hereto have caused this AMENDMENT to be executed in duplicate by their duly authorized officers as of the Commencement Date.

HORIZON PHARMA AG

By: /s/ Robert W. Metz
Name: Robert W. Metz
Title: Sr VP Global Business Ops

MUNDIPHARMA MEDICAL COMPANY

By: /s/ Douglas Dooherty
Name: Douglas Dooherty
Title: General Manager

HORIZON PHARMA AG

By: /s/ Hans-Peter Zobel
Name: Hans-Peter Zobel
Title: General Manager Europe