UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K/A
Amendment No. 1

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended December 31, 2018

or

o **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from to
Commission File No. 000-19731

GILEAD SCIENCES, INC.
(Exact name of registrant as specified in its charter)

Delaware	**94-3047598**
(State or Other Jurisdiction of Incorporation or Organization)	**(I.R.S. Employer Identification No.)**
333 Lakeside Drive, Foster City, California	**94404**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: 650-574-3000

SECURITIES REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT:

Title of each class	Name of each exchange on which registered
Common Stock, $0.001 par value per share	The Nasdaq Global Select Market

SECURITIES REGISTERED PURSUANT TO SECTION 12(g) OF THE ACT: NONE

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes x No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No x

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§ 229.405) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐

Smaller reporting company ☐ Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of the voting and non-voting common equity held by non-affiliates of the registrant based upon the closing price of its Common Stock on the Nasdaq Global Select Market on June 29, 2018 was $79,506,595,778.

The number of shares outstanding of the registrant's Common Stock on March 15, 2019 was 1,274,896,000.

DOCUMENTS INCORPORATED BY REFERENCE

None.

EXPLANATORY NOTE

Gilead Sciences, Inc. (the "Company") is filing this Amendment No. 1 on Form 10-K/A ("Amendment") to amend its Annual Report on Form 10-K for the year ended December 31, 2018 (the "Form 10-K"), which was originally filed with the Securities and Exchange Commission on February 26, 2019. The purpose of this Amendment is to refile Exhibits 10.42 and 10.43, which were originally filed with the Form 10-K, to transition to the requirements set forth in Item 601(b) of Regulation S-K permitting registrants to omit confidential information from material contracts filed pursuant to Item 601(b)(10) without the need to submit a confidential treatment request to the Securities and Exchange Commission. The confidential information omitted from Exhibits 10.42 and 10.43 (i) is not material and (ii) would be competitively harmful if publicly disclosed.

This Amendment speaks as of the original filing date and does not reflect events occurring after the filing of the Form 10-K or modify or update disclosures that may be affected by subsequent events. No revisions are being made to the Company's financial statements or any other disclosure contained in the Form 10-K.

This Amendment is an exhibit-only filing. Except for the changes to Exhibits 10.42 and 10.43, this Amendment does not otherwise update any exhibits as originally filed or previously amended.

In addition, as required by Rule 12b-15 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), new certifications by the Company's principal executive officer and principal financial officer are filed herewith as exhibits to this Amendment pursuant to Rule 13a-14(a) or 15d-14(a) of the Exchange Act. The Company is not including certifications pursuant to Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. 1350) as no financial statements are being filed with this Amendment.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) The following documents are included as part of the Company's Annual Report on Form 10-K filed with the SEC on February 26, 2019 ("Form 10-K"):

(1) Financial Statements—See Index to Consolidated Financial Statements in Item 8 of the Form 10-K.

(2) Financial Statement Schedules—See Index to Consolidated Financial Statements in Item 8 of the Form 10-K.

(3) Exhibits.

The following exhibits are filed herewith or incorporated by reference:

Exhibit Footnote	Exhibit Number	Description of Document
(1)	3.1	Restated Certificate of Incorporation of Registrant
(2)	3.2	Amended and Restated Bylaws of Registrant
	4.1	Reference is made to Exhibit 3.1 and Exhibit 3.2
(3)	4.2	Indenture related to Senior Notes, dated as of March 30, 2011, between Registrant and Wells Fargo, National Association, as Trustee
(3)	4.3	First Supplemental Indenture related to Senior Notes, dated as of March 30, 2011, between Registrant and Wells Fargo, National Association, as Trustee (including form of Senior Notes)
(4)	4.4	Second Supplemental Indenture related to Senior Notes, dated as of December 13, 2011, between Registrant and Wells Fargo, National Association, as Trustee (including Form of 2014 Note, Form of 2016 Note, Form of 2021 Note, Form of 2041 Note)
(5)	4.5	Third Supplemental Indenture related to Senior Notes, dated as of March 7, 2014, between Registrant and Wells Fargo, National Association, as Trustee (including Form of 2019 Note, Form of 2024 Note, Form of 2044 Note)
(6)	4.6	Fourth Supplemental Indenture related to Senior Notes, dated as of November 17, 2014, between Registrant and Wells Fargo, National Association, as Trustee (including Form of 2020 Note, Form of 2025 Note, Form of 2045 Note)
(7)	4.7	Fifth Supplemental Indenture, dated as of September 14, 2015, between Registrant and Wells Fargo Bank, National Association, as Trustee (including Form of 2018 Note, Form of 2020 Note, Form of 2022 Note, Form of 2026 Note, Form of 2035 Note and Form of 2046 Note)
(8)	4.8	Sixth Supplemental Indenture, dated as of September 20, 2016, between Registrant and Wells Fargo Bank, National Association, as Trustee (including Form of 2022 Note, Form of 2023 Note, Form of 2027 Note, Form of 2036 Note and Form of 2047 Note)
(9)	4.9	Seventh Supplemental Indenture, dated as of September 21, 2017, between Registrant and Wells Fargo Bank, National Association, as Trustee (including Form of Fixed Rate Note, Form of Form of September 2018 Note, Form of March 2019 Note and Form of September 2019 Note)
*(10)	10.1	Gilead Sciences, Inc. 2004 Equity Incentive Plan, as amended and restated May 10, 2017
*(11)	10.2	Form of employee stock option agreement used under 2004 Equity Incentive Plan (for grants made February 2008 through April 2009)
*(12)	10.3	Form of employee stock option agreement used under 2004 Equity Incentive Plan (for grants commencing in May 2009)
*(13)	10.4	Form of employee stock option agreement used under 2004 Equity Incentive Plan (for grants commencing in February 2010)
*(14)	10.5	Form of employee stock option agreement used under 2004 Equity Incentive Plan (for 2011 and subsequent year grants)
*(12)	10.6	Form of non-employee director option agreement used under 2004 Equity Incentive Plan (for annual grants commencing in May 2009 and through May 2012)
*(15)	10.7	Form of non-employee director option agreement used under 2004 Equity Incentive Plan (for annual grants made in May 2013)
*(15)	10.8	Form of non-employee director option agreement (non-U.S.) used under 2004 Equity Incentive Plan (for annual grants made in May 2013)
*(16)	10.9	Form of non-employee director option agreement used under 2004 Equity Incentive Plan (for annual grants made in and after May 2014)
*(15)	10.10	Form of restricted stock unit issuance agreement (non-U.S.) used under 2004 Equity Incentive Plan (for annual grants to non-employee directors commencing in May 2013)
*(17)	10.11	Form of performance share award agreement used under the 2004 Equity Incentive Plan (for TSR Goals (US) in 2016)
*(17)	10.12	Form of performance share award agreement used under the 2004 Equity Incentive Plan (for TSR Goals (US) with Director Retirement Provisions in 2016)
*(17)	10.13	Form of performance share award agreement used under the 2004 Equity Incentive Plan (for Revenue Goals (US) in 2016)
*(17)	10.14	Form of performance share award agreement used under the 2004 Equity Incentive Plan (for Revenue Goals (US) with Director Retirement Provisions in 2016)
*(18)	10.15	Form of performance share award agreement used under the 2004 Equity Incentive Plan (for TSR Goals - Non-US in 2015)

*(17)	10.16	Form of performance share award agreement used under the 2004 Equity Incentive Plan (for TSR Goals -Non-US in 2016)
*(18)	10.17	Form of performance share award agreement used under the 2004 Equity Incentive Plan (for Revenue Goals - Non-US in 2015)
*(17)	10.18	Form of performance share award agreement used under the 2004 Equity Incentive Plan (for Revenue Goals - Non-US in 2016)
*(14)	10.19	Form of restricted stock unit issuance agreement used under the 2004 Equity Incentive Plan (service-based vesting for certain executive officers commencing in 2011)
*(19)	10.20	Gilead Sciences, Inc. Employee Stock Purchase Plan, restated on January 22, 2015
*(20)	10.21	Gilead Sciences, Inc. Deferred Compensation Plan-Basic Plan Document
*(20)	10.22	Gilead Sciences, Inc. Deferred Compensation Plan-Adoption Agreement
*(20)	10.23	Addendum to the Gilead Sciences, Inc. Deferred Compensation Plan
*(21)	10.24	Gilead Sciences, Inc. 2005 Deferred Compensation Plan, as amended and restated on October 23, 2008
*(22)	10.25	Gilead Sciences, Inc. Severance Plan, as amended on March 8, 2016
*(23)	10.26	Gilead Sciences, Inc. Corporate Bonus Plan, as amended and restated on January 1, 2019
*(24)	10.27	Amended and Restated Gilead Sciences, Inc. Code Section 162(m) Bonus Plan
*(25)	10.28	Gilead Sciences, Inc. Retention Program for Executive Officers
*(26)	10.29	Offer Letter dated April 16, 2008 between Registrant and Robin Washington
*(27)	10.30	Separation Agreement and Release dated August 6, 2018 between Registrant and John F. Milligan, Ph.D.
*(28)	10.31	Offer Letter dated November 30, 2018 between Registrant and Daniel O'Day
*(29)	10.32	Form of Indemnity Agreement entered into between Registrant and its directors and executive officers
*(29)	10.33	Form of Employee Proprietary Information and Invention Agreement entered into between Registrant and certain of its officers and key employees
*(30)	10.34	Form of Employee Proprietary Information and Invention Agreement entered into between Registrant and certain of its officers and key employees (revised in September 2006)
+(31)	10.35	Amendment Agreement, dated October 25, 1993, between Registrant, the Institute of Organic Chemistry and Biochemistry (IOCB) and Rega Stichting v.z.w. (REGA), together with the following exhibits: the License Agreement, dated December 15, 1991, between Registrant, IOCB and REGA (the 1991 License Agreement), the License Agreement, dated October 15, 1992, between Registrant, IOCB and REGA (the October 1992 License Agreement) and the License Agreement, dated December 1, 1992, between Registrant, IOCB and REGA (the December 1992 License Agreement)
+(32)	10.36	Amendment Agreement between Registrant and IOCB/REGA, dated December 27, 2000 amending the 1991 License Agreement and the December 1992 License Agreement
+(33)	10.37	Sixth Amendment Agreement to the License Agreement, between IOCB/REGA and Registrant, dated August 18, 2006 amending the October 1992 License Agreement and the December 1992 License Agreement
+(34)	10.38	Seventh Amendment Agreement to the License Agreement, between IOCB/REGA and Registrant dated July 1, 2013 amending the October 1992 License Agreement and the December 1992 License Agreement
+(35)	10.39	Exclusive License Agreement between Registrant (as successor to Triangle Pharmaceuticals, Inc.), Glaxo Group Limited, The Wellcome Foundation Limited, Glaxo Wellcome Inc. and Emory University, dated May 6, 1999
+(36)	10.40	Royalty Sale Agreement by and among Registrant, Emory University and Investors Trust & Custodial Services (Ireland) Limited, solely in its capacity as Trustee of Royalty Pharma, dated July 18, 2005
+(36)	10.41	Amended and Restated License Agreement between Registrant, Emory University and Investors Trust & Custodial Services (Ireland) Limited, solely in its capacity as Trustee of Royalty Pharma, dated July 21, 2005
++***	10.42	Amended and Restated EVG License Agreement between Japan Tobacco Inc., and Registrant, dated November 29, 2018
++***	10.43	Master Agreement by and between Registrant, Gilead Sciences K.K. and Japan Tobacco Inc., dated November 29, 2018
+(38)	10.44	Amended and Restated Collaboration Agreement by and among Registrant, Gilead Sciences Ireland UC (formerly Gilead Sciences Limited) and Janssen R&D Ireland, dated December 23, 2014
+(39)	10.45	License Agreement by and among Kite Pharma, Inc., Cabaret Biotech Ltd. and Dr. Zelig Eshhar, dated December 12, 2013
(37)	21.1	Subsidiaries of Registrant
(37)	23.1	Consent of Independent Registered Public Accounting Firm
***	31.1	Certification of Chief Executive Officer, as required by Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended
***	31.2	Certification of Chief Financial Officer, as required by Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended
**	32.1	Certifications of Chief Executive Officer and Chief Financial Officer, as required by Rule 13a-14(b) or Rule 15d-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. §1350)

(37)	101.INS	XBRL Instance Document
(37)	101.SCH	XBRL Taxonomy Extension Schema Document
(37)	101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
(37)	101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
(37)	101.LAB	XBRL Taxonomy Extension Label Linkbase Document
(37)	101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

(1) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on May 8, 2014, and incorporated herein by reference.
(2) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on December 23, 2015, and incorporated herein by reference.
(3) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on April 1, 2011, and incorporated herein by reference.
(4) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on December 13, 2011, and incorporated herein by reference.
(5) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on March 7, 2014, and incorporated herein by reference.
(6) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on November 17, 2014, and incorporated herein by reference.
(7) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on September 14, 2015, and incorporated herein by reference.
(8) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on September 20, 2016, and incorporated herein by reference.
(9) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on September 21, 2017, and incorporated herein by reference.
(10) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on May 12, 2017, and incorporated herein by reference.
(11) Filed as an exhibit to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2007, and incorporated herein by reference.
(12) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2009, and incorporated herein by reference.
(13) Filed as an exhibit to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2009, and incorporated herein by reference.
(14) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2011, and incorporated herein by reference.
(15) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2013, and incorporated herein by reference
(16) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2014, and incorporated herein by reference.
(17) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2016, and incorporated herein by reference.
(18) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2015, and incorporated herein by reference.
(19) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on May 8, 2015, and incorporated herein by reference.
(20) Filed as an exhibit to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2001, and incorporated herein by reference.
(21) Filed as an exhibit to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2008, and incorporated herein by reference.
(22) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on March 11, 2016, and incorporated herein by reference.
(23) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2018, and incorporated herein by reference.
(24) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on May 17, 2016, and incorporated herein by reference.
(25) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2018, and incorporated herein by reference.
(26) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2008, and incorporated herein by reference.
(27) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on August 7, 2018, and incorporated herein by reference.
(28) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on December 10, 2018, and incorporated herein by reference.
(29) Filed as an exhibit to Registrant's Registration Statement on Form S-1 (No. 33-55680), as amended, and incorporated herein by reference.
(30) Filed as an exhibit to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2006, and incorporated herein by reference.
(31) Filed as an exhibit to Registrant's Annual Report on Form 10-K for the fiscal year ended March 31, 1994, and incorporated herein by reference.
(32) Filed as an exhibit to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2000, and incorporated herein by reference.
(33) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2006, and incorporated herein by reference.
(34) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2013, and incorporated herein by reference.
(35) Filed as an exhibit to Triangle Pharmaceuticals, Inc.'s Quarterly Report on Form 10-Q/A filed on November 3, 1999, and incorporated herein by reference.
(36) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2005, and incorporated herein by reference.
(37) Filed as an exhibit to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2018, and incorporated herein by reference.
(38) Filed as an exhibit to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2014, and incorporated herein by reference.
(39) Filed as an exhibit to Kite Pharma, Inc.'s Registration Statement on Form S-1/A (No. 333-196081) filed on June 17, 2014, and incorporated herein by reference.
* Management contract or compensatory plan or arrangement.
** Furnished as an exhibit to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2018.
*** Filed herewith.
+ Certain confidential portions of this Exhibit were omitted by means of marking such portions with an asterisk (the Mark). This Exhibit has been filed separately with the Secretary of the Securities and Exchange Commission without the Mark pursuant to Registrant's Application Requesting Confidential Treatment under Rule 24b-2 under the Securities Exchange Act of 1934, as amended.
++ Certain confidential portions of this Exhibit were omitted by means of marking such portions with the Mark because the identified confidential portions (i) are not material and (ii) would be competitively harmful if publicly disclosed.

SIGNATURES

Pursuant to the requirements of Section 13 or 15 (d) of the Securities Exchange Act of 1934, the Registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized.

GILEAD SCIENCES, INC.
(Registrant)

Date: April 17, 2019

/S/ DANIEL P. O'DAY

Daniel P. O'Day
Chairman and Chief Executive Officer
(Principal Executive Officer)

Date: April 17, 2019

/S/ ROBIN L. WASHINGTON

Robin L. Washington
Executive Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit 10.42

AMENDED AND RESTATED EVG LICENSE AGREEMENT

JAPAN TOBACCO INC.

AND

GILEAD SCIENCES, INC.

As of November 29, 2018

[*] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

AMENDED AND RESTATED EVG LICENSE AGREEMENT

THIS AMENDED AND RESTATED EVG LICENSE AGREEMENT (the "**Agreement**") is made and entered into as of November 29, 2018 (the "**A&R Execution Date**") by and between **JAPAN TOBACCO INC**., a Japanese corporation having its principal place of business at JT Building, 2-1 Toranomon, 2-chome, Minato-ku, Tokyo 105-8422, Japan ("**JT**"), and **GILEAD SCIENCES, INC.**, a Delaware corporation having its principal place of business at 333 Lakeside Drive, Foster City, CA 94404, United States ("**Gilead**"). JT and Gilead are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, JT has developed a proprietary anti-viral compound originally known as JTK-303 and now known as Elvitegravir or EVG, to be used in a product or products for the treatment of HIV;

WHEREAS, the Parties entered into that certain License Agreement dated March 22, 2005 (such agreement as amended prior to the Amended Effective Date, the "**Original Agreement**") governing the grant to Gilead of exclusive rights to Develop and Commercialize, for itself and its Affiliates certain formulations and dosages of Elvitegravir outside of Japan;

WHEREAS, the Parties have entered into that certain Master Agreement as of the A&R Execution Date (the "**Master Agreement**") pursuant to which JT is transferring the rights to the Products in Japan to Gilead and the Parties have agreed to expand Gilead's territory under the Original Agreement to include Japan; and

WHEREAS, the Parties also intend to consolidate prior amendments into an amended and restated version of the Original Agreement;

NOW THEREFORE, based on the foregoing premises and the mutual covenants and obligations set forth below, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

The following terms shall have the following meanings; capitalized terms used herein but not defined herein shall have the meaning set forth in the Master Agreement:

1.1 "**A&R Execution Date**" shall have the meaning set forth in the Preamble of this Agreement.

1.2 "**ABC Schedules**" shall mean the schedules included in **Schedule 1.2**.

1.3 "**Access Countries**" shall mean the countries listed on **Schedule 1.2**, as may be modified pursuant to this Agreement in accordance with Paragraph 4 of **Schedule 6.2**.

(a) "**Access Group A Countries**" shall have the meaning set forth on **Schedule 1.2A**, as may be modified pursuant to this Agreement in accordance with Paragraph 4 of **Schedule 6.2**.

(b) "**Access Group B Countrie**s" shall have the meaning set forth on Schedule 1.2B, as may be modified pursuant to this Agreement in accordance with Paragraph 4 of **Schedule 6.2**.

(c) "**Access Group C Countries**" shall have the meaning set forth on **Schedule 1.2C**, as may be modified pursuant to this Agreement in accordance with Paragraph 4 of **Schedule 6.2**.

1.4 "**Affiliate**" shall mean, except as provided below, an entity that, directly or indirectly, through one (1) or more intermediaries, controls, is controlled by or is under common control with JT or Gilead. The term "control" as used in this definition means ownership of more than fifty percent (50%) of the voting interest in the entity in question or having otherwise the power to govern the financial and the operating policies or to appoint the management of an organization.

1.5 "**Alliance Manager**" shall have the meaning set forth in Section 2.3.

1.6 "**Amended Effective Date**" shall mean the Marketer Change Date.

1.7 "**Ancillary Agreement**s" shall mean the meaning defined in the Master Agreement except excluding this Agreement.

1.8 "**API**" shall mean active pharmaceutical ingredients.

1.9 "**Branded Products**" shall mean the Products sold by Gilead or its Affiliates or Sublicensees other than Generic Versions.

1.10 "**Calendar Quarter**" shall mean the respective periods of three (3) consecutive calendar months ending on March 31, June 30, September 30 and December 31.

1.11 "**Change in Control**" shall mean any sale of voting securities, any sale or purchase of assets, or any merger, consolidation or similar transaction that, directly or indirectly: (i) results in the transfer of substantially all of a Party's assets that relate to or are engaged in the Commercialization of any Products to any Third Party; or (ii) results in any Third Party becoming an Affiliate of a Party.

1.12 "**Combination Product**" shall mean any Product in the form of a combination product that contains Compound in addition to one or more active pharmaceutical ingredients.

1.13 "**Commercial Launch**" shall mean, with respect to a Product, the first commercial sale of such Product to a Third Party occurring after Regulatory Approval for such Product.

1.14 "**Commercialization Report**" shall have the meaning set forth in Section 5.2(a).

1.15 "**Commercialize**" shall mean to promote, market, distribute, sell or provide product support for a Product (other than in connection with clinical trials of such Product), and "**Commercializing**" and "**Commercialization**" shall be interpreted accordingly.

1.16 "**Component**" shall mean an API component of a Combination Product. For Stribild, Component shall mean FTC, TDF, EVG and COBI. For Genvoya, Component shall mean FTC, TAF, EVG and COBI.

1.17 "**Compound**" shall mean (i) the compound now known as Elvitegravir or EVG, the chemical structure of which is shown in **Schedule 1.17A**; (ii) the salts, esters, hydrates, isomers, and metabolites of that compound; (iii) any other compounds claimed in or covered by a Valid Claim in the Patent(s) described on **Schedule 1.17B**; and (iv) crystalline forms of (i) through (iii).

1.18 "**Confidential Disclosure Agreements**" shall mean (i) the Confidential Disclosure Agreement between the Parties dated September 16, 2004, as amended by the Amendment to Confidential Disclosure Agreement dated October 29, 2004 and the Second Amendment to Confidential Disclosure Agreement dated February 1, 2005; (ii) the Confidential Disclosure Agreement between the Parties dated February 1, 2005 (JT as recipient); and (iii) the Confidential Disclosure Agreement between the Parties dated February 1, 2005 (Gilead as recipient).

1.19 "**Confidential Information**" shall mean (i) all information and materials, received by either Party from the other Party pursuant to the Original Agreement or this Agreement and (ii) all information and materials disclosed pursuant to the Confidential Disclosure Agreements or the Material Transfer Agreements, in each case other than that portion of such information or materials that:

(a) is publicly disclosed by the disclosing Party, either before or after it becomes known to the receiving Party;

(b) was known to the receiving Party, without obligation to keep it confidential, prior to when it was received from the disclosing Party, as evidenced by competent written proof;

(c) is subsequently disclosed to the receiving Party by a Third Party lawfully in possession thereof without obligation to keep it confidential;

(d) has been publicly disclosed other than by the disclosing Party and without breach of an obligation of confidentiality with respect thereto; or

(e) has been independently developed by the receiving Party without the aid, application or use of Confidential Information, as evidenced by competent written proof.

Notwithstanding clause (i) above in this definition of Confidential Information, (A) any information or materials deemed to be Confidential Information of Gilead under the Master Agreement shall be considered Gilead's Confidential Information hereunder rather than JT's Confidential Information (even if it were JT's Confidential Information under the Original Agreement) and (B) any information or materials deemed to be Confidential

Information of both Parties under the Master Agreement shall be considered the Confidential Information of both Parties hereunder rather than solely JT's Confidential Information (even if it were JT's Confidential Information under the Original Agreement).

1.20 "**Control**", "**Controls**" and "**Controlled**" shall mean, with respect to a particular item of information or intellectual property right, that the applicable Party owns or has a license to such item or right and has the ability to grant to the other Party access to and a license or sublicense (as applicable) under such item or rights as provided for herein without violating the terms of any agreement or other arrangement with any Third Party, and without incurring material additional costs to procure such Third Party rights beyond those already incurred.

1.21 "**Develop**" shall mean the conduct of any pre-clinical, clinical or other studies or activities with respect to, or required for obtaining Regulatory Approval of, a Product (including, without limitation, quality assurance and quality control activities) or for Commercialization of a Product, along with any other clinical studies that may be conducted in accordance with this Agreement. The terms "Developing" and "Development" shall be interpreted accordingly.

1.22 "**Diligent Efforts**" shall mean, with respect to a Party's obligation under this Agreement to Develop or Commercialize a Product, the level of efforts required to carry out such obligation in a sustained manner consistent with the efforts a similarly situated pharmaceutical company devotes to a product of similar market potential, risk, profit potential and strategic value resulting from its own research efforts, based on conditions then prevailing. **[*]**.

1.23 "**Dispute**" shall have the meaning set forth in Section 15.1.

1.24 "**Dollar**" shall mean a United States dollar, and "$" shall be interpreted accordingly.

1.25 "**Elvitegravir**" or "**EVG**" or "**JTK-303**" have the meaning set forth in Section 1.17.

1.26 "**EMA**" shall mean the European Medicines Agency, or any successor thereto, which coordinates the scientific review of human pharmaceutical products under the centralized licensing procedures of the EU.

1.27 "**Emtriva**" or "**FTC**" shall mean an enantiomeric mixture of emtricitabine (which is the (-) enantiomer of the chemical **[*]**, in which the ratio of such (-) enantiomer to its (+) enantiomer is equal to or greater than **[*]**, including without limitation the ratio of such enantiomers being **[*]**.

1.28 "**EU**" shall mean the European Union. For the purposes of this Agreement, in the event that any country leaves the European Union or a new country is formed from an existing country in the European Union, such country shall still be deemed to be a country within the European Union.

1.29 "**Excluded Net Sales**" shall mean Net Sales of Branded Products sold by Gilead or its Affiliates or Sublicensees for distribution solely within **[*]** and Net Sales **[*]**.

1.30 "**FDA**" shall mean the United States Food and Drug Administration, or a successor thereto.

1.31 "**GAAP**" shall mean generally accepted accounting principles in the United States as consistently applied.

1.32 "**Generic Licensee**" shall mean a Sublicensee of Gilead or its Affiliate that has been granted a Generic License to make or sell API of EVG or Generic Versions under this Agreement and that has been granted no other rights to Products, except that a Generic Licensee may be granted the right to distribute Branded Products solely within countries in the Generic Territory. For clarity, unless otherwise expressly provided in this Agreement, both of the MPPF and any third party granted the sublicense from MPPF under Section 2 of **Schedule 6.2** shall be deemed to be included in Generic Licensee.

1.33 "**Generic Licenses**" shall mean a sublicense by Gilead or its Affiliate of its rights granted under Article 6 of the Original Agreement or Article 6 of this Agreement to a Generic Licensee to (i) sell Generic Versions solely within the Generic Territory, (ii) make Generic Versions in India from Qualified EVG API solely for the purpose of selling them in the Generic Territory, (iii) make Generic Versions in China from Qualified EVG API solely for the purpose of selling them in the Generic Territory, (iv) make Generic Versions in South Africa from Qualified EVG API solely for the purposes of selling them in the Generic Territory, or (v) make API of EVG in India, China or South Africa and sell such API of EVG to other Generic Licensees in India, China or in South Africa, solely for the purpose of making Generic Versions pursuant to 1.32(ii) or 1.32(iii) or 1.32(iv) set forth above. For clarity, both of the sublicenses granted by Gilead to MPPF as well as MPPF License shall be deemed to be included in Generic Licensee. "Qualified EVG API" shall mean EVG API made by a Generic Licensee in India, China or South Africa or made by a contract manufacturer that makes EVG API for Gilead's Branded Product. "India" shall mean Republic of India and "China" shall mean the People's Republic of China but, for clarity, excluding Hong Kong SAR, Macau SAR, and Chinese Taipei.

1.34 "**Generic Net Sales**" shall mean the net sales of EVG Generic Versions in the Generic Territory as such net sales are defined in the applicable Generic License, and as reported by the applicable Generic Licensee. For products containing EVG and one or more other APIs, such net sales shall mean the portion of net sales allocated to the EVG component as set forth in Section 4.2 of the Generic License templates attached as Exhibit 1 and Exhibit 2 (for Exhibit 2, Section 12 of the form of sublicense agreements attached thereto) to Schedule 6.2. If such allocations are not reported by the Generic Licensee(s), then Gilead and JT shall agree on the allocation based on available data on net selling prices of applicable generic products in the Generic Territory.

1.35 "**Generic Product**" shall mean a Product that is sold by an unlicensed Third Party (i) in any country where there are no JT Patents or Gilead Patents; (ii) in a country where there are no Valid Claims in the JT Patents or Gilead Patents; (iii) in a country where the laws do not provide for the effective enforcement of Patent rights; or (iv) in any other country where the Parties both determine that it is not commercially reasonable to pursue Third Party infringers. A Generic Product is also a Product that is sold pursuant to a compulsory license for the Licensed Indication (which

compulsory license is for sales at a Net Selling Price that is less than or equal to what would be the Net Selling Price of a Product sold by an unlicensed Third Party in a comparable non-patent country).

1.36 "**Generic Territory**" shall mean the Access Group A Countries and the Access Group B Countries.

1.37 "**Generic Versions**" shall mean the Products manufactured by Generic Licensees that are not sold under any Regulatory Approvals obtained by or for Gilead or its Affiliate, and which are marketed and promoted using different product trademarks than the Product Trademark. For clarity, it is expected that Generic Versions will receive Regulatory Approvals based on reference to Regulatory Approvals obtained by or for Gilead for Branded Products.

1.38 "**Genvoya**" shall mean that certain Product containing the following four active ingredients: Elvitegravir, COBI, FTC and TAF, that is Commercialized under the Product Trademark GENVOYA®.

1.39 "**Gilead Expanded Territory**" shall mean all countries of the world, including Japan.

1.40 "**Gilead Global Access Program**" shall mean the distribution of Product by Gilead, or its Affiliates, through government agencies, not-for-profit, non-governmental organizations, physicians, pharmacies or patients in the countries listed in **Schedule 1.2** at reduced rates.

1.41 "**Gilead Indemnitees**" shall have the meaning set forth in Section 11.1.

1.42 "**Gilead Know-How**" shall mean: (a) Know-How Controlled by Gilead or a Gilead Affiliate that is necessary for, or that has been otherwise actually used during the Original Agreement Term or the Term in the research, Development, manufacture, use, sale, offer for sale, or importation of Compounds or Products; and (b) Sublicensee Know-How.

1.43 "**Gilead Original Territory**" shall mean all countries of the world except Japan.

1.44 "**Gilead Patent**" shall mean: (a) any Patent Controlled by Gilead or a Gilead Affiliate that is necessary for, or that has otherwise actually been used during the Original Agreement Term or the Term in the research, Development, manufacture, use, sale, offer for sale, or importation of a Compound or a Product, including without limitation Gilead's interest in Joint Patents; and (b) any Sublicensee Patent.

1.45 "**Gilead Technology**" shall mean all Gilead Patents and Gilead Know-How.

1.46 "**GS-9350**" or "**COBI**" shall mean **[*]**.

1.47 "**HIV**" shall mean the human immunodeficiency virus.

1.48 "**IND**" shall mean (a) an Investigational New Drug Application as defined in the United States Food, Drug and Cosmetic Act and applicable regulations promulgated thereunder by the FDA, or (b) an equivalent application to the equivalent agency in any other country or group

of countries, the filing of which is necessary to commence clinical testing of a pharmaceutical product in humans in a particular jurisdiction.

1.49 "**Indemnify**" shall have the meaning set forth in Section 11.1.

1.50 "**Infringe**" shall mean the carrying out of an Infringement.

1.51 "**Infringement**" shall have the meaning set forth in Section 9.4(a)(i).

1.52 "**IP Subcommittee**" shall have the meaning set forth in Section 9.2(a).

1.53 "**Japan**" shall mean Japan and its possessions and territories thereof.

1.54 "**Joint Committee**" shall have the meaning set forth in Section 2.1.

1.55 "**Joint Invention**" shall have the meaning set forth in Section 9.1(a).

1.56 "**Joint Patent**" shall have the meaning set forth in Section 9.3(d). As of the A&R Execution Date, the Joint Patents include those Patents listed as "Joint Patents" on **Schedule 1.59**, and it shall include those added to such Schedule by both Parties.

1.57 "**JT Indemnitees**" shall have the meaning set forth in Section 11.2.

1.58 "**JT Know-How**" shall mean Know-How that is Controlled by JT or a JT Affiliate that is necessary for, or that has been otherwise actually used during the Original Agreement Term or the Term in, the research, Development, manufacture, use, sale, offer for sale, or importation of Compounds or Products.

1.59 "**JT Patent**" shall mean any Patent Controlled by JT or a JT Affiliate that is necessary for, or that has been otherwise actually used during the Original Agreement Term or the Term in, the research, Development, manufacture, use, sale, offer for sale, or importation of Compounds or Products, including without limitation JT's interest in any Joint Patents. As of the A&R Execution Date, the JT Patents include those Patents listed on **Schedule 1.59** (other than the Joint Patents), and it shall include those added to such Schedule pursuant to Section 9.1(c) of this Agreement or the Original Agreement.

1.60 "**JT Patent Expenses in Access Group A Countries**" shall mean **[*]** expenses (including attorneys' fees) actually incurred by JT to file, maintain, Prosecute or enforce any JT Patents in or for the Access Group A Countries.

1.61 "**JT Technology**" shall mean all JT Patents and JT Know-How.

1.62 "**Key JT Personnel**" shall mean, for **[*]**, **[*]**, and, for **[*]**, **[*]**.

1.63 "**Know-How**" shall mean (i) all information, know-how, techniques and data specifically relating to development, manufacture, use or sale of a Compound or a Product, including but not limited to, inventions, practices, methods, knowledge, know-how, skill, experience, test

data (including without limitation pharmacological, toxicological, clinical, analytical and quality control data, regulatory submissions, correspondence and communications, and marketing. pricing, distribution, cost, sales, manufacturing, patent and legal data or descriptions); (ii) Regulatory Information containing know-how; and (iii) compositions of matter, assays and biological materials specifically relating to development, manufacture, use or sale of a Compound or a Product.

1.64 "**Licensed Indication**" shall mean all possible therapeutic and prophylactic uses (including without limitation, mono- and combination uses in the treatment of HIV infection).

1.65 "**Losses**" shall have the meaning set forth in Section 11.1.

1.66 "**MAH Transfer**" shall mean the transfer of all of the marketing authorizations for the Products in Japan from JT to GSJ pursuant to the Master Agreement.

1.67 "**MAH Transfer Date**" shall mean the date upon which the MAH Transfer occurs.

1.68 "**Major EU Countries**" shall mean France, Germany, Italy, Spain and the United Kingdom, and "Major EU Country" shall mean any one of the foregoing**[*]**.

1.69 "**Major Market**" shall mean any of the United States and the Major EU Countries.

1.70 "**Manufacturing Cost**" shall mean an amount equal to Gilead's cost to produce Product consisting of the amounts described in clauses (a), (b) or (c) below, as appropriate:

(a) **Internal Costs**.

(i) Material Costs, which means the prices paid to Third Parties for raw materials including intermediates and active compounds, excipients, components, packaging and labeling materials to the extent used in the manufacture and transportation of Product and purchased finished goods which are purchased from outside vendors as well as any freight and duty where applicable. Material Costs includes the quantity of the components included in the bill of material multiplied by the purchase price and the waste factor (i.e., scrap percentage) included in the bill of materials. It also includes the normal quality assurance sample quantity which is included in the bill of materials; and

(ii) Direct Labor Costs, which means the standard labor hours required for an operation according to the standard operating procedures multiplied by the direct labor rate (i.e., the employment costs per man-hour including, without limitation, salary and employee benefits) for work centers within the relevant manufacturing operating unit; and

(iii) Overhead Costs, which means a reasonable allocation of overhead calculated by Gilead in accordance with reasonable cost accounting methods that comply with GAAP and consistent with the way Gilead allocates such costs to products it supplies to other of its customers pursuant to contract manufacturing relationships, specifically excluding products supplied pursuant to corporate partnering or other co-development relationships. Overhead Costs shall include administrative costs directly in support of Gilead's manufacturing operation and

expenses associated with quality assurance, manufacturing and engineering associated with the operating unit(s) manufacturing a Product and shall include depreciation and property taxes associated with the plant(s) manufacturing a Product. These costs shall be allocated to each product line in such operating unit(s) or plant(s), whichever is applicable, based on specific criteria consistent with the standard operating procedures for each product and work center overhead rates of the party performing the work determined and allocated in a manner consistently applied within and across operating unit(s); and

(iv) Third-Party royalties and costs of manufacturing to the extent not already paid or credited under the Original Agreement or this Agreement and not including royalties Gilead is obligated to pay under Section 8.3(a) of the Original Agreement or this Agreement.

(b) **Contract Manufacturing Costs.** Gilead's costs to acquire a Product from suppliers (which amount will be net of rebates, if any, from suppliers).

(c) **Combined Costs.** For a Product that has costs arising under both Section 1.70(a) and Section 1.70(b), "Manufacturing Costs" shall consist of the sum of the costs described in each such subsection.

1.71 "**Marketer Change Date**" shall have the meaning set forth in the Master Agreement.

1.72 "**Marketing Authorization Application**" or "**MAA**" shall mean an application for Regulatory Approval (but excluding Price Approvals) required for marketing of pharmaceutical product. Solely as used in Section 8.2, "MAA" shall mean the application for Regulatory Approval (but excluding Price Approvals) required for marketing of the first Product in the EU.

1.73 "**Master Agreement**" shall have the meaning set forth in the recitals.

1.74 "**Material Transfer Agreements**" shall mean the Material Transfer Agreement between the Parties dated October 6, 2004, and the Clinical Trial Material Transfer Agreement between the Parties dated as of March 17, 2005.

1.75 "**MPPF**" shall mean the Medicines Patent Pool Foundation, at Chemin Louis-Dunant 17, 1202, 1202 Geneva, Switzerland. The sublicense of the Generic License granted by Gilead to MPPF pursuant to Section 2 of **Schedule 6.2** shall be referred to as the "**MPPF License**".

1.76 "**MPPF License**" shall have the meaning set forth in Section 1.75.

1.77 "**NDA**" shall mean a New Drug Application filed with the FDA to seek Regulatory Approval for a pharmaceutical product in the United States.

1.78 "**Net Sales**" means **[*]**.

1.79 "**Net Selling Price**" shall mean the Net Sales (as defined in the **[*]** of the definition of "Net Sales", without giving effect to the **[*]** of such definition) of a Product divided by the number of units of Product sold.

1.80 "**Non-breaching Party**" shall have the meaning set forth in Section 14.3(a).

1.81 "**Offsetting Patents**" shall mean Patents controlled by a Third Party and that are required for the research, Development, manufacture, use, sale, offer for sale or importation of Elvitegravir based on the formulation furnished by JT to Gilead, as used for treatment or prophylaxis of HIV infection and to the extent based on the manufacturing process provided by JT to Gilead.

1.82 "**Original Agreement**" shall have the meaning set forth in the recitals.

1.83 "**Original Agreement Effective Date**" shall mean the date on which the Original Agreement became effective, which date was April 4, 2005.

1.84 "**Original Agreement Term**" shall mean the period from the Original Agreement Effective Date through the Amended Effective Date.

1.85 "**Other Indication**" shall mean therapeutic and prophylactic uses other than in the treatment and prophylaxis of HIV infection.

1.86 "**Patent**" shall mean (a) all patents, certificates of invention, applications for certificates of invention, and patent applications, including without limitation patent applications under the Patent Cooperation Treaty and the European Patent Convention, and abandoned patent applications throughout the world, together with (b) any renewal, divisional, continuation (in whole or in part), or continued prosecution applications of any of such patents, certificates of invention and patent applications, and any all patents or certificates of invention issuing thereon, and any and all reissues, reexaminations, extensions, divisions, renewals, substitutions, confirmations, supplemental protection certificates, registrations, revalidations, revisions, and additions of or to any of the foregoing, and any counterparts in any other country of any of the foregoing and any other patents and patent applications claiming priority back to any of the foregoing.

1.87 "**Payment Term**" shall have the meaning set forth in Section 8.3(e).

1.88 "**Price Approval**" shall mean the receipt of approval (to the extent that such approval is required) by the applicable governmental authority with respect to the price at which a pharmaceutical product is sold and can be reimbursed by healthcare insurers, non-profits, government programs, and the like.

1.89 "**Product**" shall mean (i) any pharmaceutical product that contains Compound as the sole active pharmaceutical ingredient, or (ii) a Combination Product.

1.90 "**Product Labeling**" shall mean (i) the full prescribing information for any Product, as approved by the relevant Regulatory Authority and (ii) all labels and other written, printed or graphic information included in or placed upon any container, wrapper or package insert used with or for any Product that complies with the Regulatory Approval for such product.

1.91 "**Product Trademarks**" shall have the meaning set forth in Section 9.7(b).

1.92 "**Promotional Materials**" shall mean all written, printed, electronic or graphic material used for promotion or Commercialization of Products, including Combination Products.

1.93 "**Prosecution**" shall have the meaning set forth in Section 9.3(a).

1.94 "**Regulatory Approval**" shall mean all approvals (including, without limitation, supplements, amendments, and Price Approvals), licenses, registrations or authorizations of any national, supra-national, regional, state or local regulatory agency, department, bureau, commission, council or other governmental entity, necessary for the manufacture, distribution, use or sale of a Product in a given regulatory jurisdiction.

1.95 "**Regulatory Authority**" shall mean the FDA or a counterpart of the FDA outside the United States.

1.96 "**Regulatory Information**" shall mean know-how, trade secrets, procedures, information, technology, experimental data, pre-clinical, non-clinical and clinical data, clinical safety, post-market safety, efficacy or comparative data, including without limitation raw or patient data, and any and all material information or reports relating to the development, registration, manufacture and commercialization of a Product that is reasonably necessary or required for Regulatory Approval of a Product. For illustration, Regulatory Information includes, but is not limited to draft and final copies of all NDAs and INDs that are to be submitted or have been submitted by JT and Gilead or their respective Affiliates to the regulatory authorities, including, without limitation, the FDA or EMA, and that are included in other NDAs and INDs for a Product filed by either Party or its Affiliates, together with all material subsequent correspondence and data submissions relating to the foregoing, and all improvements or inventions made or obtained by either Party or its Affiliates, which are reasonably necessary or required to the formulation of a Product or the manufacture, development and registration of a Product.

1.97 "**Remaining Competitive Recovery**" shall have the meaning set forth in Section 9.4(f)(i).

1.98 "**Reverted Country**" shall mean a country in the Gilead Original Territory as to which Gilead's rights under this Agreement are terminated in part by JT pursuant to Section 14.3(c).

1.99 "**Sole Invention**" shall have the meaning set forth in Section 9.1(a).

1.100 "**Stribild**" **or** "**Quad**" shall mean a combination pharmaceutical product in oral formulation as developed by Gilead containing as its sole APIs FTC, TDF, EVG and COBI, that is Commercialized under the Product Trademark Stribild®.

1.101 "**Sublicensee**" shall mean a Third Party that is a sublicensee of Gilead rights granted under Article 6.

1.102 "**Sublicensee Know-How**" shall mean Know-How owned, assigned to, developed by, or in-licensed by a Sublicensee that is necessary for, or actually used during the Term in, the Sublicensee's Development or Commercialization of a Product.

1.103 "**Sublicensee Patent**" shall mean any Patent owned, assigned to, or in-licensed by a Sublicensee that is necessary for, or actually used during the Term in, the Sublicensee's Development or Commercialization of a Product.

1.104 "**Supply Agreement**" shall mean any supply agreement between the Parties or their respective Affiliates in effect as of the Amended Effective Date or thereafter entered into by the Parties or their respective Affiliates, to the extent governing the commercial supply of the Products, including any supply agreement entered into or amended pursuant to the Master Agreement.

1.105 "**TAF**" or "**GS-7340**" shall mean the amidate prodrug of tenofovir having the chemical formula **[*]**.

1.106 "**TDF**" or "**Viread**" shall mean tenofovir disoproxil fumarate, having the chemical formula **[*]**.

1.107 "**Term**" shall have the meaning set forth in Section 14.1.

1.108 "**Third Party**" shall mean any entity other than JT or Gilead or an Affiliate of either Party.

1.109 "**Third Party Claim**" shall have the meaning set forth in Section 11.1.

1.110 "**Third Party Royalties**" shall mean up-front, milestone, royalty and any other similar payments paid by Gilead to any Third Party for Offsetting Patents for the Development, manufacture, use sale, offer for sale, or importation of Compound or Product.

1.111 "**Truvada**" shall mean the combination product sold in Japan under the VTE License Agreement by JT containing both TDF and FTC as its sole APIs.

1.112 "**Valid Claim**" shall mean a claim of an issued and unexpired Patent, which has not been revoked or held unenforceable or invalid by a decision of a court or other governmental agency of competent jurisdiction, and which is not appealable or has not been appealed within the time allowed for appeal, and which has not been disclaimed, denied or admitted to be invalid or unenforceable through reissue, re-examination, disclaimer or otherwise.

1.113 "**Viread**" shall mean shall mean the pro-drug of Tenofovir known as tenofovir disoproxil fumarate, having the chemical formula (9-[(R)-2-[[bis [[isopropoxycarbonyl)oxy] methoxy] phosphinyl] methoxy] propyl] adenine fumarate).

ARTICLE 2
MANAGEMENT

2.1 Disbandment of the Joint Committee. The Parties established a Joint Committee (the "**Joint Committee**") under the Original Agreement to provide a forum for the Parties to share and discuss their respective plans relating to the Development and Commercialization of Compound(s) and Products and to coordinate activities to be taken by the Parties with respect to the Development and Commercialization of such Compound(s) and Products. The Parties have agreed to disband the Joint Committee and any working groups or subcommittees thereunder other than the IP Subcommittee effective as of the Amended Effective Date. For clarity, until the Amended Effective Date, the Joint Committee will continue to operate in accordance with the Original Agreement. The decisions of the Joint Committee made prior to its disbandment shall remain in effect to the extent such decisions are not in conflict with this Agreement or the Master Agreement or Ancillary Agreements. If a conflict or inconsistency arises between a previous decision of the Joint Committee and this Agreement, this Agreement shall prevail and the Parties shall disregard such previous decision of the Joint Committee to the extent that such decision is in conflict or inconsistent with this Agreement.

2.2 Decision-Making Following Disbandment. Any disputes or disagreements, concerning matters that directly relate to either Party's Patents or Know-How (other than matters relating to a breach of this Agreement), and that cannot be resolved by the IP Subcommittee, shall be decided by **[*]**.

2.3 Selection of Alliance Managers. Each Party shall designate an appropriate person to facilitate communication, interaction and coordination of the Parties' activities under this Agreement relating to Products (each, an **"Alliance Manager"**). Each Alliance Manager shall have appropriate experience. Each Party may change its Alliance Manager from time to time upon notice to the other Party.

2.4 Responsibilities. The Alliance Managers may attend all meetings of the IP Subcommittee. Each Alliance Manager shall (i) be the initial point of contact and communication for each Party to identify actual or potential disputes arising in connection with this Agreement; (ii) refer such issues or disputes to the IP Subcommittee for discussion as appropriate; (iii) plan and coordinate cooperative efforts for internal and external communications and notices; and (iv) ensure that governance activities, including production of meeting minutes and relevant action items agreed upon at meetings of the Parties' representatives and the IP Subcommittee, as applicable, are appropriately carried out, referred to the appropriate employees of each Party, or are otherwise addressed by the Parties.

2.5 [**Reserved]**

2.6 Collaboration Guidelines. In all matters relating to this Agreement, each Party shall seek to comply with good pharmaceutical and environmental practices consistent with its own existing practices. Subject to the terms of this Agreement, the activities and resources of each Party shall be managed by such Party, acting independently and in its individual capacity. The relationship between JT and Gilead is that of independent contractors and neither Party shall have the power to bind or obligate the other Party in any manner, other than as is expressly set forth in this Agreement.

ARTICLE 3
DEVELOPMENT

3.1 Performance. As between the Parties, except as otherwise set forth in the Master Agreement and the Ancillary Agreements with respect to Japan, Gilead shall have the sole right to conduct regulatory, non-clinical, clinical, pharmaceutical, commercial development, manufacturing, registering and marketing of a Product for the Licensed Indication in the Gilead Expanded Territory in accordance with this Article 3. Gilead shall devote Diligent Efforts to the Development of a Product for use in the treatment of HIV infection to support the Commercial Launch of such Product in the Gilead Expanded Territory in accordance with this Agreement. Gilead shall bear all of the costs and expenses incurred in connection with any such activities performed, except as may otherwise be set forth with respect to Japan in the Master Agreement and the Ancillary Agreements.

3.2 Development Plan. In the event there are additional Gilead-sponsored clinical studies undertaken to further Develop any Product, then no more frequently than semi-annually, Gilead shall provide JT with a high-level plan for such additional clinical studies in a format mutually agreed upon in writing ("**Gilead Development Plan**").

3.3 Reports and Information. Gilead shall update JT periodically regarding significant Development and regulatory activities with respect to Products for the Licensed Indication. In addition, if Gilead is conducting any additional clinical studies on a Product, Gilead shall deliver a semi-annual high-level written report to JT summarizing Gilead's significant clinical and regulatory activities with respect to Products pursuant to this Agreement in a format mutually agreed upon in writing.

3.4 Ad Hoc Development Meeting. Upon JT's reasonable request, Gilead and JT shall hold an ad hoc meeting to discuss any further development of the Products by Gilead (**"Development Meetings**"). Development Meetings may take place by telephonic or video conference or in person at such location as the Parties mutually agree, and they will be limited to no more than **[*]** Development Meetings per calendar year, provided that additional Development Meetings may also be held with the consent of each Party and neither Party shall unreasonably withhold or delay its consent to hold such additional Development Meetings. Alliance Managers from each Party shall act as the chairperson for the Development Meetings, and shall send an agenda for each Development Meeting at least **[*]** Business Days prior to the date of such meeting. Each Party shall bear its own costs, including travel, lodging, food and telephone or video conference costs, for its personnel attending any Development Meeting.

3.5 Information Exchange.

(a) **Obligation to Exchange Information.** During the Term, subject to Section 3.5(b) and Section 4.2(a):

(i) JT shall, upon reasonable request by Gilead, make available, on a fully paid-up basis, to Gilead, as soon as practicable after such request, JT Know-How and Regulatory Information which is Controlled by JT or any of its Affiliates, that has not been previously

disclosed under the Original Agreement or under the Master Agreement, as a result of JT's activities in Japan;

(ii) **[Reserved]**

(b) **Limitations.** The obligations in this Section 3.5 are subject to any existing legal or contractual restrictions or limitations on either Party; provided, however, that, if legal or contractual restrictions or limitations exist, the nature of such restrictions or limitations shall be promptly disclosed to the other Party to the extent permissible. The Party that is subject to such restrictions or limitations shall use its Diligent Efforts to obtain a waiver of such restrictions or limitations to the extent that the other Party agrees to be bound by any terms and conditions associated with any such waiver. In addition, Gilead acknowledges that, unless otherwise expressly agreed between the Parties, JT may destroy any JT Know-How and Regulatory Information after expiration of retention periods under applicable laws as long as JT has (i) provided reasonable written notice to Gilead of its intent to destroy such JT Know-How or Regulatory Information and (ii) given Gilead the opportunity to retain such JT Know-How or Regulatory Information at Gilead's reasonable expense.

(c) **Creation of New Data.** Without limiting the rights of Gilead and the obligations of JT under the Transition Services Agreement with respect to Japan, the following shall apply:

(i) Gilead may ask JT to generate new Regulatory Information with respect to any activities conducted by JT under the Original Agreement or under the Transition Services Agreement (i.e., Regulatory Information not already in the possession or Control of Gilead) to satisfy any regulatory requirements applicable to Gilead.

(ii) Upon receiving such a request, JT will consider such request on a reasonable basis and provide such Regulatory Information if JT can do so without unreasonable burden, additional cost or other disadvantage to JT.

(iii) If new Regulatory Information requested pursuant to Section 3.5(c)(i) would impose additional costs on JT, Gilead shall pay all of such costs, subject to Gilead's advance written approval of JT's incurring such additional costs.

(d) **Permitted Purposes.** Gilead or its Sublicensees may use Regulatory Information received pursuant to this Section 3.5 only for Gilead's development or marketing activities, including filing regulatory applications unless such Regulatory Information constitutes Assigned Assets under the Master Agreement, in which case this restriction shall not apply.

(e) **Form and Manner of Exchange.** The exchanges of Regulatory Information shall be undertaken in written, electronic or oral form from time to time, as necessary or as reasonably requested. All Regulatory Information under this Section 3.5 will be exchanged in English to the extent necessary and possible; provided, however, that all of the costs and expenses for translation that has been requested by Gilead that are incurred by JT or its Affiliate shall be borne by Gilead, subject to Gilead's advance approval of such costs and expenses.

ARTICLE 4
REGULATORY MATTERS

4.1 Gilead Marketing Authorization Applications and Regulatory Approvals. Gilead shall have the sole right to file and own all INDs (if applicable), Marketing Authorization Applications and Regulatory Approvals for Products for the Licensed Indication in the Gilead Original Territory and, after MAH Transfer Date, shall also have the sole right to do so in Japan, and, except as otherwise set forth in the Master Agreement or Transition Services Agreement for Japan, shall be solely responsible for all communications with Regulatory Authorities in the Gilead Expanded Territory in relation thereto under applicable law. JT shall have the right to file and own Marketing Authorization Applications and Regulatory Approval for Products in Japan until MAH Transfer Date to the extent contemplated by the Master Agreement or Ancillary Agreements.

4.2 Gilead Access to JT Know-How and Filings.

(a) **Regulatory Data.** To the extent not previously provided, JT shall provide Gilead with additional material information, data (in draft or final report form) and Know-How that is reasonably required for Regulatory Approval of Products for the Licensed Indication in the Gilead Expanded Territory, together with all material subsequent correspondence and data submissions relating to the foregoing, as soon as practicable. JT will use reasonable efforts to cooperate with Gilead and to advise Gilead with respect to questions raised with Gilead by Regulatory Authorities regarding Products; provided that Gilead shall continue to have the primary responsibility to prepare responses and respond to all such questions and inquiries.

(b) **Form of Transfer; Items not Transferred.** Upon Gilead's request, to the extent not previously provided, JT shall provide all regulatory data and related documentation that it is required to provide to Gilead hereunder in electronic form, to the extent that an electronic copy is reasonably available to JT or its Affiliates. JT shall not be required to provide in paper form to Gilead any such item that JT provides to Gilead in electronic form, except items which may be required by Regulatory Authorities in the Gilead Expanded Territory to be submitted in their original form. Gilead shall have the right, in accordance with Section 4.2(c), to reference (until the MAH Transfer) and incorporate such data in Gilead's regulatory filings for Products in the Gilead Expanded Territory. The Parties shall discuss the form in which the Parties shall exchange Know-How pursuant to Section 3.5 and this Section 4.2, where not expressly provided in such Sections.

(c) **Regulatory Filings.** Until the MAH Transfer, JT hereby grants Gilead the right to reference all of JT's (including its Affiliates, Sublicensees and distributors) Regulatory Approvals for the Products for the Licensed Indication in Japan, and all subsequent correspondence and data submissions relating thereto, in Gilead's regulatory filings for Products for the Licensed Indication in the Gilead Expanded Territory. Such right shall be transferable to Gilead's Affiliates, Sublicensees and distributors.

4.3 [Reserved]

4.4 Adverse Event Reporting and Safety Data Exchange. The Parties have entered into certain safety data exchange or pharmacovigilance agreements and such agreement will be

terminated in accordance with the Amended and Restated Pharmacovigilance Agreement Termination Agreement as set forth in the Master Agreement.

4.5 Communications; Regulatory Filings.

(a) **Gilead Original Territory.** Gilead shall be responsible for making the filings for Regulatory Approval in the Gilead Original Territory.

(b) **Japan.** Subject to the Master Agreement and Transition Services Agreement, JT shall be responsible for making the filings for Regulatory Approval in Japan until the MAH Transfer Date. After the MAH Transfer Date, Gilead shall be responsible for making the filings for Regulatory Approval in Japan.

(c) **Generally.** Except (i) as may be required by law, (ii) unless explicitly requested or permitted in writing to do so by Gilead, or (iii) unless contemplated by the Master Agreement and the Ancillary Agreements, JT shall not communicate regarding any Product with any Regulatory Authority having jurisdiction in the Gilead Expanded Territory or file any IND or Marketing Authorization Application for Products in the Gilead Expanded Territory. The foregoing restrictions shall cease to be applicable on a country-by-country basis upon the expiration of the last-to-expire Valid Claim of a JT Patent in such country or upon such country becoming a Reverted Country; *provided* that nothing in the foregoing shall contravene JT's confidentiality obligations under this Agreement, the Confidential Disclosure Agreements or the Master Agreement.

ARTICLE 5
COMMERCIALIZATION

5.1 Performance; Gilead Activities. Gilead shall have sole responsibility for Commercializing any Product for the Licensed Indication in the Gilead Expanded Territory, as provided in this Article 5. Gilead shall devote Diligent Efforts to Commercialize a Product for use in the treatment of HIV infection in the Gilead Expanded Territory in accordance with this Agreement. Gilead shall bear all of the costs and expenses incurred in connection with all such Commercialization.

5.2 Commercialization Plans.

(a) Gilead shall update and deliver to JT the Gilead's plan for Commercialization of the Products ("**Gilead Commercialization Plan**") not less than semi-annually and no later than **[*]** of each year. The Gilead Commercialization Plan will describe Gilead's significant Commercialization activities with respect to Products pursuant to this Agreement in a mutually agreed format. The Gilead Commercialization Plan will provide a level of detail reasonably sufficient to enable JT to determine whether Gilead's activities are consistent with the requirements of Section 5.1.

(b) **Reports and Information**. Gilead shall update JT regarding Gilead's significant Commercialization activities for Products for the Licensed Indication in the Gilead Expanded Territory. Gilead shall deliver a written report (the "**Commercialization Report**") in a

mutually agreed format no less than semi-annually each year to JT summarizing at a high level Gilead's significant Commercialization activities with respect to Products pursuant to this Agreement until expiration of the Payment Term.

(c) **Ad Hoc Commercialization Meeting**. Upon JT's reasonable request, Gilead and JT shall hold an ad hoc meeting to discuss Gilead's progress with respect to Commercialization of the Products (**"Commercialization Meetings**"). Commercialization Meetings may take place by telephonic or video conference or in person at such location as the Parties mutually agree, and there should be no more than **[*]** Commercialization Meetings per calendar year, provided that additional Commercialization Meetings may also be held with the consent of each Party and neither Party shall unreasonably withhold or delay its consent to hold such additional Commercialization Meetings. Alliance Managers from each Party shall act as the chairperson for the Commercialization Meetings, and shall send an agenda for each Commercialization Meeting at least **[*]** Business Days prior to the date of such meeting. Each Party shall bear its own costs, including travel, lodging, food and telephone or video conference costs, for its personnel attending any Commercialization Meeting.

5.3 Promotional Materials. This Section 5.3 does not apply to Promotional Materials of Generic Licensees.

(a) **Preparation of Promotional Materials.** Gilead shall have the sole right to prepare or have prepared Promotional Materials for Products for the Licensed Indication in the Gilead Expanded Territory (or may use the Promotional Materials for the Products provided to Gilead under the Master Agreement or the Transition Services Agreement to the extent provided therein).

(b) **Filing of Promotional Materials.** To the extent required by applicable regulatory requirements, Gilead shall file all Promotional Materials as required by the appropriate Regulatory Authority in the Gilead Expanded Territory; provided, however, that JT shall retain the rights to file the same in Japan until MAH Transfer Date to the extent contemplated by the Master Agreement or Ancillary Agreements. All Promotional Materials and Product Labeling shall, to the extent permitted by law, identify JT as the licensor of Products.

ARTICLE 6
LICENSES, RIGHTS OF NEGOTIATION AND DISCUSSION

6.1 License to Gilead. Subject to the terms and conditions of this Agreement(including Section 6.2 with regard to Generic Licensee(s)), (a) as of the Original Agreement Effective Date, JT granted the following licenses to Gilead for the Gilead Original Territory and (b) hereby amends such license to cover Japan as follows: an exclusive (even as to JT and its Affiliates except to the extent provided in this Article 6 or the Master Agreement or Ancillary Agreements), royalty-bearing (in the case of the Gilead Original Territory, hereunder, and in the case of Japan, solely as specified in the Master Agreement) license under the JT Technology to Develop, make, have made, use, sell, have sold, offer for sale and import Compounds and Products for the Licensed Indication in the Gilead Expanded Territory, which license with respect to Japan is fully paid-up and perpetual.

Gilead shall have the right to sublicense, **[*]**. It is understood by the Parties that **[*]** for the grant of any sublicense for commercialization rights to any JT Technology **[*]**.

6.2 Generic License for Gilead Global Access Program. JT has provided consents to Gilead entering into Generic Licenses with Generic Licensees under the Gilead Global Access Program in accordance with the terms and conditions set forth in **Schedule 6.2**.

6.3 [Reserved]

6.4 Affiliate Obligations. To the extent applicable, JT shall require its Affiliates to grant Gilead a license under such Affiliates' Patents and Know-How to the extent necessary for, or actually used during the Original Agreement Term or the Term in, Development and Commercialization activities under this Agreement.

6.5 Covenants Regarding Use of Patents and Know-How.

(a) **JT Scope of License.** JT covenants that it shall not practice the Gilead Technology after the Amended Effective Date outside the scope of the license granted to it under the Master Agreement.

(b) **Gilead Scope of License.** Gilead covenants that it shall not practice the JT Technology outside the scope of the licenses granted to it pursuant to this Article 6.

6.6 Other [*] Products.

(a) **Permitted Gilead Activities.** During the Term, Gilead or its Affiliates or Sublicensees may (i) **[*]**; provided, however, that Gilead may not use Confidential Information of JT, and JT does not grant and will not grant Gilead any rights under JT Patents, JT Know-How, or other JT intellectual property to conduct such activities.

(b) **Permitted JT Activities.** During the Term, JT or its Affiliates may **[*]**; provided, however, that JT may not use Confidential Information of Gilead, and Gilead does not grant and will not grant JT any rights under Gilead Patents, Gilead Know-How, or other Gilead intellectual property, including the Assigned Assets, to conduct such activities.

6.7 No Implied Licenses. Except as expressly set forth in this Agreement, neither Party grants any license under its intellectual property rights (including without limitation Patents) to the other Party.

ARTICLE 7
MANUFACTURE AND SUPPLY

7.1 Manufacturing and Supply. Except in the case of Japan for (a) activities delegated to JT under the Transition Service Agreement or any Supply Agreement or (b) prior to the Distributor Change Date, those JT is permitted to conduct in Japan as set forth in the Master Agreement, Gilead shall be solely responsible for manufacture and supply of the Compound and finished materials

necessary for the Development and Commercialization of Products in the Gilead Expanded Territory.

ARTICLE 8
COMPENSATION

8.1 License Fee. The license fee paid by Gilead under the Original Agreement were and shall be **[*]** hereunder. For clarification, the license fee hereunder shall be paid to JT from Gilead or its Affiliates from the United States or up to two (2) other jurisdictions for which no withholding tax is applicable.

8.2 Milestone Payments.

(a) **HIV.** The Parties acknowledge that all milestones payments to JT required under the Original Agreement have been paid and no further amounts are due. Any such payments were and shall be **[*]** under this Agreement.

(b) **Other Indications.** If Gilead desires to pursue Development and Commercialization of a Product or Compound for any Other Indication, the Parties will agree on a schedule of payments for achievement of regulatory and Commercialization milestone events with respect thereto for Products in the Gilead Expanded Territory. If the Parties cannot reach an agreement, they may submit the matter for resolution in accordance with the executive negotiation and arbitration procedures set forth in Section 15.1.

8.3 Royalty Payments.

(a) **Rates.** Gilead shall pay JT a royalty based on Net Sales of Products sold by Gilead and its Affiliates and Sublicensees in each country in the Gilead Original Territory in a given calendar year during the Payment Term for each Product according to the following rates:

(i) **[*]** percent (**[*]**%) of the portion of aggregate Net Sales of Products in the Gilead Original Territory that is less than or equal to **[*]** Dollars ($**[*]**) in any calendar year;

(ii) **[*]** percent (**[*]**%) of the portion of aggregate Net Sales of Products in the Gilead Original Territory that exceeds **[*]** Dollars ($**[*]**) and that is less than or equal to **[*]** Dollars ($**[*]**) in any calendar year; and

(iii) **[*]** percent (**[*]**%) of the portion of aggregate Net Sales of Products in the Gilead Original Territory that exceeds **[*]** Dollars ($**[*]**) in any calendar year.

(b) **Global Access Countries.**

(i) Exclusion of the sales in Access Countries. For the purpose of Section 8.3, “Net Sales” shall **[*]**, provided, however, that annual net sales and unit sales volume of each of Branded Products and Generic Versions (including, but not limited to, Generic Version containing a combination of APIs that are different from any Product under development or being marketed by Gilead, as set forth in Paragraph 5 of **Schedule 6.2**) in the Access Countries shall be reported

by Gilead to JT in writing on a country-by-country and product-by-product basis, within **[*]** days after the end of each calendar year, to the extent such information is available to Gilead.

(ii) Royalties on Generic Net Sales. In addition to the royalties under subparagraph (a), Gilead shall also pay JT a royalty of **[*]** of Generic Net Sales only in Access Group B Countries of the Generic Territory.

(iii) **[*]**. **[*]** shall be reported in the quarterly royalty reports to JT under Section 8.4.

(c) **Sales by Sublicensees.** Upon request by Gilead, the Parties will in good faith discuss whether an adjustment to the royalty applicable on Net Sales made by Sublicensees outside the **[*]** in the Gilead Original Territory is appropriate, and if the Parties agree in writing to any adjustment, the royalty rate pursuant to Section 8.3(a) for such sales will reflect such adjustment.

(d) **Example Calculation.** For example, if aggregate Net Sales of a Product for the Licensed Indication throughout the Gilead Original Territory were equal to **[*]** Dollars (**[*]**) in a calendar year, and no offsets or reductions described in Sections 8.3(g), (h) or (i) are applicable, then the royalty payable to JT hereunder for such total Net Sales would be equal to (**[*]**) plus (**[*]**) plus (**[*]**), for a total royalty of **[*]** Dollars (**[*]**).

(e) **Payment Term.** "Payment Term" shall mean the period of time beginning upon the date of Commercial Launch of a Product in the Gilead Original Territory, and ending upon the later of, on a product-by-product and a country-by-country basis: **[*]**.

(f) **Payment for Non-Patent Benefits.** This Section 8.3 is intended to provide for payments equal to the percentages of Net Sales set forth above for a minimum of **[*]** In establishing this payment structure, the Parties recognize, and Gilead acknowledges, the substantial value of the various actions and investments undertaken by JT prior to the Original Agreement Effective Date. Such value is significant and in addition to the value of JT's grant to Gilead of a patent license pursuant to Section 6.1, as it enables the rapid and effective market introduction of the Products for the Licensed Indication in the Gilead Original Territory. The Parties agree that the royalty payments calculated as a percentage of Net Sales in the Gilead Original Territory (plus the license fee and the cost reimbursements provided for elsewhere herein) provide fair compensation to JT for these additional benefits.

(g) **Generic Products.** If a Third Party is selling in any country units of a Generic Product that, in any calendar year, are greater than **[*]** percent (**[*]**) of the sales by Gilead, its Affiliates and Sublicensees of units of such Product (where the API for such Product is chemically identical to the API for the Generic Product) in such country in such year, then the Parties will in good faith discuss a reduction of royalties due under Section 8.3(a) for such country; **[*]**. If the Parties cannot agree on the amount of such reduction, the royalty due by Gilead pursuant to this Section 8.3 for such country shall be reduced by **[*]** percent (**[*]**) of that which would otherwise be due under Section 8.3(a) for such year.

(h) **Payment of Patent Costs.** In the event that Gilead reasonably elects to prosecute and maintains a patent application within the JT Patents pursuant to Section 9.3(b) in any country, then Gilead shall provide an accounting of such costs to JT and shall offset **[*]** percent (**[*]**) of the reasonable costs thereof against amounts due to JT for such country pursuant to Section 8.3; **[*]**.

(i) **Third Party Royalties.** Promptly upon learning of the need for any payments needed to secure Offsetting Patents in any country, Gilead shall give written notice to JT specifying the amount of such payments and describing the Offsetting Patents. The royalty payments required to be paid on any given date in such country pursuant to Section 8.3 shall be subject to an offsetting reduction on such date by Gilead in an amount equal to **[*]** percent (**[*]**) of the amount of Third Party Royalties that are paid to secure Offsetting Patents in such country; **[*]**.

(j) **Limitation.** Notwithstanding the foregoing, no offsets or reductions made by Gilead in any country pursuant to Section 8.3(g), (h) and (i) shall in the aggregate exceed an amount equal to **[*]** percent (**[*]**) of the amount otherwise due pursuant to Section 8.3 in such country. Any amount that has not been offset because of this Section 8.3(j) shall be eligible for offset against the next succeeding royalty payment or payments due for such Product in such country. If such deferred offset is again limited by this Section 8.3(j), the deferred amount shall be subject to offset against future royalty payments for such Product successively until a total of **[*]** percent (**[*]**) of all Third Party Royalties made in respect of such Product in such country have been offset against royalty payments paid by Gilead for such Product in such country.

8.4 Payment, Rules and Procedures.

(a) **Quarterly Reports.** Royalties, payments hereunder and written reports showing the calculation and the basis for the payments shall be made by Gilead within **[*]**days after the end of each Calendar Quarter in which such sales of Product occur in the Gilead Expanded Territory. For clarity, however, only reporting (and not royalties or payments) is required in the case of Japan (as royalties due to JT, if any, for the sales of Product in Japan are set forth in the Master Agreement).

(b) **Other Reports.** Within **[*]** days following the end of each Calendar Quarter in which sales of Product occur in the Gilead Expanded Territory, in the case of sales by Gilead or its Affiliates, or within **[*]** days after Gilead receives the account of Net Sales from its Sublicensee in the case of sales by Gilead's Sublicensees, Gilead shall submit to JT an estimate of the Net Sales in each country of the Gilead Expanded Territory that occurred in the preceding Calendar Quarter, together with any corrections to estimates submitted in prior Calendar Quarter of the same year.

(c) **United States Dollars.** Royalty payments by Gilead to JT hereunder shall be made in United States Dollars, based on calculations of such Net Sales converted and stated in United States Dollars. For clarification, the royalty payment hereunder shall be paid to JT from Gilead or its Affiliates from the United States or up to two (2) other jurisdictions for which no withholding tax is applicable.

(d) **Exchange Rate.** Gilead shall use an exchange rate equal to the spot rate as published in the Eastern Edition of the Wall Street Journal as of the close of business on the business day that is two (2) Business Days before the last business day of the prior month for each month in the applicable Calendar Quarter. For example, the rate used to calculate Net Sales in the month of April would be the spot rate from the applicable business day in March; if the last business day in March were Wednesday the 31st, the rate would be based on the applicable spot rate for Monday the 29th, and if the last business day in March were Monday the 31st, the rate would be based on the applicable spot rate for Thursday the 27th. If Gilead changes its currency system, Gilead shall provide JT with prompt written notice and the Parties shall negotiate in good faith a new methodology which is acceptable under GAAP.

8.5 Additional Information. Gilead shall provide to JT any other information reasonably requested by JT to determine whether Gilead has made all payments due to JT pursuant to this Article 8.

8.6 Taxes and Payments. Each Party shall be responsible for any and all taxes levied on amounts it receives from the other under this Agreement.

8.7 Withholding Taxes. If Gilead is required by law, rule or regulation to withhold taxes from payments due JT hereunder, Gilead shall (i) deduct those taxes from the amount remittable to JT hereunder, (ii) promptly pay the taxes to the proper taxing authority, and (iii) send evidence of the obligation together with proof of payment to JT within **[*]** days following that payment to enable JT to claim all foreign tax credits available to it under law. The Parties understand that under the laws and regulations currently in effect, no withholding taxes apply to any payments made under this Agreement. If changes in the applicable laws and regulations result in withholding tax obligations on payments hereunder, the Parties will engage promptly in good faith discussions in order to adopt changes in order to minimize such obligations.

8.8 Payments to or Reports by Affiliates. Any payment required under any provision of this Agreement to be made to either Party, or any report required to be made by any Party, shall be made to or by an Affiliate of that Party if designated in writing by that Party and agreed to by the other as the appropriate recipient or reporting entity.

8.9 Late Payments. Any amounts not paid by Gilead when due under this Agreement shall be subject to interest from and including the date payment is due, through and including the date upon which Gilead has made a wire transfer of immediately available funds into an account designated by JT, at an annual rate equal to the sum of **[*]** percent (**[*]**%) plus the prime rate of interest quoted in (i) the Money Rates section of the New York edition of the Wall Street Journal calculated daily on the basis of a 365-day year, or (ii) if such edition is unavailable, a similar reputable data source, or (iii) if lower, the highest rate permitted under applicable law: provided that if a higher interest rate applies to payments JT must make to Third Party licensors that are based upon or derived from any late payment by Gilead under this Article 8, then such higher rate shall apply to the portion of such late payment attributable to amounts owed to such Third Party.

8.10 Accounting. Each Party shall determine any costs and expenses that may be reimbursed to a Party or reported by a Party under this Agreement using its standard accounting

procedures, consistently applied, to the maximum extent practical as if such Product were a solely owned product of the determining Party, except as specifically provided in this Agreement. The Parties also recognize that such procedures may change from time to time and that any such changes may affect the calculation of such costs and expenses. The Parties agree that, where such changes are economically material to either Party, adjustments shall be made to compensate the affected Party in order to preserve the same economics as reflected under this Agreement.

ARTICLE 9
INTELLECTUAL PROPERTY

9.1 Ownership and Rights.

(a) **Ownership of Inventions.** Each Party shall own any inventions made solely by its employees, agents or independent contractors in conducting their activities hereunder (each a "**Sole Invention**"). Inventions hereunder made jointly by employees, agents or independent contractors of each Party in the course of performing under this Agreement shall be owned jointly by the Parties in accordance with joint ownership interests of co-inventors as determined under United States patent laws ("**Joint Inventions**"). Inventorship shall be determined in accordance with United States patent laws.

(b) **Cooperation.** Each Party shall promptly execute all papers and instruments, or require its employees or contractors to execute such papers and instruments, as applicable, so as to effectuate the ownership of JT Technology and Gilead Technology.

(c) **Updates to Schedules**.

(i) The list of Patents covering the structure of, or manufacture or use of, Elvitegravir originally set forth on Schedule 1.9B of the Original Agreement is hereby updated and shall be updated from time to time by JT, as applicable, as set forth on **Schedule 1.59**.

(ii) Upon Gilead's reasonable request, JT agrees to amend or supplement the list of JT Patents set forth on **Schedule 1.59**.

9.2 IP Subcommittee.

(a) **Establishment and Scope.** Promptly after the Original Agreement Effective Date, the Parties established, as a subcommittee of the Joint Committee, a joint IP subcommittee (the "**IP Subcommittee**") to function, until the Parties agree to disband such committee, to facilitate and discuss (i) the filing, Prosecution and maintenance of JT Patents and Gilead Patents under Section 9.3; (ii) the filing, prosecution, registration and maintenance of Product Trademarks under Section 9.7; and (iii) the need for or usefulness of any Third Party license. The IP Subcommittee shall operate under the procedures established in this Section 9.2.

(b) **Composition.** The IP Subcommittee shall be composed of three (3) named representatives of Gilead and three (3) named representatives of JT. Each Party shall appoint its respective representatives to the IP Subcommittee from time to time, and may substitute one or

more of its representatives, in its sole discretion, effective upon notice to the other Party of such change. The members of the IP Subcommittee shall have appropriate technical or legal credentials, experience and knowledge, and ongoing familiarity with the Development and Commercialization of Compound(s) and Products, and related Patents and other IP issues arising under this Agreement. Members of the IP Subcommittee may delegate from time-to-time certain matters arising within the IP Subcommittee as they deem appropriate. Additional representatives or consultants may from time to time, by mutual consent of the Parties, be invited to attend IP Subcommittee meetings, subject to such representative's or consultant's written agreement to comply with the confidentiality and non-use obligations equivalent to those set forth in Article 13. Gilead shall select one (1) of its representatives as the initial chairperson of the IP Subcommittee. On each anniversary of the Original Agreement Effective Date, the Parties shall rotate designation of the chairperson.

(c) **Governance.** The IP Subcommittee may resolve any issue before it based on a consensus of its members. In the event that the IP Subcommittee cannot or does not, after **[*]** days of good faith negotiation, reach a consensus on an issue, such conflict shall be resolved pursuant the dispute resolution set forth in Section 2.2. With respect to the need for any Third Party license described in Section 9.2(a)(iii), **[*]** shall make the final determination of whether to obtain such license.

(d) **Meetings.** The IP Subcommittee shall meet on an as needed basis as requested by one or both Parties, in a location mutually agreed upon by the Parties, or by means of teleconference, videoconference or other similar communications equipment. Each Party shall bear its own expenses related to the attendance of such meetings by its representatives. No IP Subcommittee meeting may be conducted unless at least two (2) representatives of each Party are participating. The IP Subcommittee may choose to disband, as appropriate based on the reduced need for oversight of JT Patents or Gilead Patents under Section 9.3, or the reduced need for oversight of Product Trademark issues under Section 9.7.

9.3 Prosecution of Patents.

(a) **Prosecution.** As used herein, "**Prosecution**" shall mean any procedure or practice before an administrative agency such as the United States Patent and Trademark Office, or an equivalent agency, including but not limited to interferences, reexaminations, reissues, oppositions. and the like.

(b) **JT Patents.**

(i) **General.** Except as otherwise set forth in this Section 9.3 and, in the case of the Access Group A Countries, subject to **Schedule 6.2**, JT shall be responsible for the filing, Prosecution and maintenance of JT Patents on a worldwide basis at its sole expense. If JT determines to abandon or not file or maintain any (i) Patent within the JT Patents in any country in the Gilead Expanded Territory; or (ii) any claim or subject matter directed to a composition of matter, manufacture or use of a Compound or Product in the Licensed Indication in any country in the Gilead Expanded Territory, then JT shall promptly notify the representatives of the IP Subcommittee and shall provide Gilead with thirty (30) days prior written notice of such determination (or such other period of time reasonably necessary to allow Gilead to assume such responsibilities). Gilead

shall then have the opportunity to file, Prosecute or maintain such Patent, claims or subject matter in such country in Gilead's name and at Gilead's sole expense, and if Gilead is Commercializing Product in such country, **[*]** percent (**[*]**) of any such costs incurred by Gilead shall be creditable against royalties to be paid to JT under Section 8.3 in that country; **[*]**.

(ii) **JT Patent Expenses in Access Group A Countries.** JT Patent Expenses in Access Group A Countries shall be billed to Gilead quarterly and shall be paid by Gilead to JT within thirty (30) days from receipt of invoice, such invoice and payments to be in United States Dollars (converted from other currencies pursuant to JT's central currency conversion system). The IP Subcommittee shall determine a reasonable strategy, including the **[*]** that would cause JT to incur JT Patent Expenses in Access Group A Countries. If the IP Subcommittee agrees on the strategy for such proceeding or action, then Gilead will reimburse JT for such JT Patent Expenses in Access Group A Countries. If the IP Subcommittee does not agree on a strategy for such proceeding or action at any time, then (a) JT will be entitled to pursue its own strategy for such proceeding or action, keeping Gilead reasonably informed, and (b) Gilead **[*]** for such proceeding or action. Any such failure by the IP Subcommittee to agree shall not be subject to further review under Section 9.2(c) or Article 15. For clarity, **[*]** even if Gilead does not agree on the strategy thereof.

(iii) **Interference, Opposition, Reexamination and Reissue.** If JT becomes aware of any request for, or filing or declaration of any interference, opposition, or reexamination relating to JT Patents in the Gilead Expanded Territory for which JT is responsible for Prosecution, JT shall inform Gilead within thirty (30) days of learning of such event. The Parties shall reasonably cooperate with respect to such interference, opposition, or reexamination. Gilead shall have the right to review and consult with JT regarding any submission to be made in connection with such proceeding. JT shall give Gilead timely notice of any proposed settlement of an interference relating to an JT Patent, and shall not enter into such settlement without Gilead's prior written consent (such consent not to be unreasonably withheld or delayed).

(iv) **English Translation of JT Patents.** JT has provided Gilead with English language translations of the JT Patents listed on Schedule 1.48 of the Original Agreement, and will provide Gilead with English language translations of any other JT Patents included in **Schedule 1.59** as soon as practicable.

(c) **Gilead Patents.** Except as otherwise set forth in this Section 9.3, Gilead shall be responsible for the filing, Prosecution and maintenance of the Gilead Patents at its sole expense. If Gilead determines to abandon or not file or maintain any (i) Patent within the Gilead Patents in any country; or (ii) any claim or subject matter directed to a composition of matter, manufacture or use of a Compound or Product in the Licensed Indication in any country, then Gilead shall promptly notify the representatives of the IP Subcommittee and shall provide JT with thirty (30) days prior written notice of such determination (or such other period of time reasonably necessary to allow JT to assume such responsibilities). JT shall then have the opportunity to file, Prosecute or maintain such Patent, claims or subject matter in any such country in JT's name and at JT's sole expense.

(d) **Joint Patents.** Except as otherwise set forth in this Section 9.3 and in the case of certain Access Countries, subject to **Schedule 6.1**, with respect to Joint Inventions, the IP Subcommittee shall determine which Party shall file, Prosecute or maintain Patents covering such Joint Inventions ("**Joint Patents**"). Except as provided in the final sentence of this Section 9.3(d), if either Party Prosecutes a Joint Patent, such Party shall solely bear its own internal costs thereof, and the external costs for such Prosecution (e.g., outside counsel, filing fees, etc.) shall be borne equally by the Parties. Except to the extent either Party is restricted by the licenses granted to the other Party and covenants contained herein, and to the extent permitted by law, each Party shall be entitled to practice, and to grant to Third Parties or its Affiliates the right to practice, inventions claimed in a Joint Patent without restriction or an obligation to account to the other Party. Either Party may disclaim its interest in any particular Joint Patent, in which case (i) the disclaiming Party shall assign its ownership interest in such Joint Patent to the other Party for no additional consideration, (ii) the Party that is then the sole owner shall he solely responsible for all future costs of such Patent, and (iii) the disclaiming Party shall hold no further rights thereunder and such Patent shall thereafter not be a Joint Patent.

(e) **Cooperation.**

(i) If Gilead determines that (A) regulatory exclusivity of a Patent is required in a country in Gilead Expanded Territory and (B) the failure to obtain such regulatory exclusivity will have a material adverse impact on Gilead's activities with respect to the Compound or Product in such country, then it shall notify JT in writing of such determinations and propose a commercially reasonable means to obtain such regulatory exclusivity. The Parties shall cooperate with each other in good faith to take whatever actions are reasonably appropriate in a timely manner to address the material adverse impact. JT shall not be required to effect any transfer or assignment of its Patent rights for the purpose of obtaining regulatory exclusivity in any country in the Gilead Expanded Territory without JT's express written consent, which shall not be unreasonably withheld.

(ii) Neither Party may take any action under this Section 9.3 that would otherwise interfere with or prevent the other Party from fulfilling its diligence obligations under this Agreement.

(iii) If either Party becomes aware of any Patents, information or proceeding that relate to any JT Patent, Gilead Patent or Joint Patent that may adversely impact the validity, title or enforceability of such JT Patent, Gilead Patent or Joint Patent, such Party shall promptly notify the other Party of such patent, information or proceeding, provided that such notification would not contravene any existing, relevant obligations of confidentiality to which such Party may be subject.

(f) **Diligence.** The Parties shall use Diligent Efforts to pursue claims and subject matter in Patents directed to Elvitegravir (a) in each **[*]**; and (b) in such other countries in the Gilead Expanded Territory where Gilead reasonably requests. In the United States the Parties shall use Diligent Efforts to **[*]**. In all **[*]** the Parties shall use Diligent Efforts to pursue claims in such Patents so that such claims would issue in a timely manner.

(g) **Third Party License Rights.** To the extent any rights granted under this Article 9 relate to Patents subject to a license to either Party of Third Party technology, such rights shall be subject to the terms and conditions of such licenses, and the provisions of this Article 9 shall apply to such Patents only to the extent consistent with such licenses.

9.4 Infringement of Patents by Third Parties.

(a) **Notification.**

(i) **Notice.** If either Party learns of any alleged or threatened infringement of the JT Patents or Gilead Patents, or any misappropriation or misuse of Know-How, of which the other Party is a sole owner, co-owner or licensee, such Party shall promptly notify, in writing, the other Party of such infringement, misappropriation or misuse. Any infringement reported hereunder shall be an "**Infringement**".

(ii) **Certifications.** Each Party shall inform the other Party of any certification regarding any JT Patent or Gilead Patent that it has received pursuant to either 21 U.S.C. §§ 355(b)(2)(A)(iv) or (j)(2)(A)(vii)(IV) or its successor provisions, or Canada's Patented Medicines (Notice of Compliance) Regulations Article 5, or any similar provisions in a country other than the United States and Canada, and shall provide the other Party with a copy of such certification within **[*]** days of receipt by such Party. JT's and Gilead's rights with respect to the initiation and prosecution of any legal action as a result of such certification or any recovery obtained as a result of such legal action shall be as defined in this Section 9.4.

(b) **Infringement of JT Patents.**

(i) **First Right.** JT shall have the first right, but not the obligation, to prosecute Infringement of the JT Patents by activities conducted by Third Parties. Except as otherwise provided in **Schedule 6.2** in the case of certain Access Countries, such prosecution shall be at JT's own expense and responsibility; provided, however, that Gilead may separately represent itself in such prosecution by counsel of its own choice (at Gilead's own expense), in which case Gilead shall cooperate fully with JT.

(ii) **Back-up Right for Infringement in the Gilead Expanded Territory.** If within **[*]** days after notification pursuant to Section 9.4(a)(i), or **[*]** days before the time limit, if any, set forth in the appropriate laws and regulations for the filing of such actions, whichever comes first, JT does not prosecute Infringement, then Gilead shall have the right, but not the obligation, to bring at Gilead's expense and in its sole control, such appropriate action in the Gilead Expanded Territory. Such prosecution shall be at Gilead's own expense and responsibility; provided, however, that JT may separately represent itself in such prosecution by counsel of its own choice (at JT's own expense), in which case JT shall cooperate fully with Gilead.

(c) **Infringement of Gilead Patents.** Gilead shall have the first right, but not the obligation, to bring, at its own expense, an appropriate action against the person or entity Infringing a Gilead Patent. JT shall be entitled to separate representation in such matter by counsel of its own choice (at its own expense), in which case JT shall cooperate fully with Gilead.

(d) **Cooperation and Diligence.**

(i) For any action to terminate any Infringement of JT Patents, or any misappropriation or misuse of JT Know-How, if either Party is unable to initiate or prosecute such action solely in its own name, the other Party shall join such action voluntarily and shall execute all documents necessary to initiate litigation to prosecute and maintain such action. In connection with any such action, Gilead and JT shall cooperate fully and will provide each other with any information or assistance that either reasonably requests. Each Party shall keep the other informed of developments in any such action or proceeding, including, to the extent permissible by law, the consultation and approval of any offer related thereto.

(ii) Notwithstanding the obligations under Sections 9.4(b) and 9.4(c), neither Party may take any action under this Section 9.4 that would otherwise interfere with or prevent the other Party from fulfilling its diligence obligations under this Agreement.

(e) **Joint Patents.** With respect to Third Party Infringement of jointly owned Joint Patents other than that Infringement described in Sections 9.4(b) and 9.4(c), the Parties shall confer and take such action in such manner as they shall agree. If the Parties are unable after a reasonable period of time to agree on how to proceed, then each Party may exercise its rights as joint owner of the affected Joint Patent in accordance with Section 9.1. The Parties shall allocate their expenses and recoveries in relation to such actions as they shall agree, provided that unless the Parties otherwise agree in writing, they shall divide such recoveries as set forth in Section 9.4(f)(iii).

(f) **Allocation of Proceeds.** If either Party recovers monetary damages from any Third Party in an action brought under Section 9.4(b), Section 9.4(c) or Section 9.4(e), whether such damages result from the Infringement of JT Patents or Gilead Patents, such recovery shall be allocated first to the reimbursement of any expenses incurred by the Parties in such litigation (including, for this purpose, a reasonable allocation of expenses of internal patent officers). Any remaining amounts after such allocations ("**Net Recovery**") shall be split as follows:

(i) The portion of any Net Recovery that represents recovery for Infringement in the Gilead Original Territory relating to Products ("**Remaining Competitive Recovery**") shall be allocated to JT in an amount equal to the total royalty that would have been payable to JT under Article 8 if Gilead had made Net Sales equivalent to the sales made by the Third Party underlying the award. The remaining portion of the Remaining Competitive Recovery shall be allocated to Gilead.

(ii) **[Reserved]**

(iii) The portion of any Net Recovery that represents recovery for Infringement in an action brought pursuant to Section 9.4(e) shall be **[*]** percent (**[*]**) to Gilead and **[*]** percent (**[*]**) to JT, unless Gilead and JT otherwise agree in writing.

9.5 Infringement of Third Party Rights.

(a) **Defense.**

(i) Gilead shall have the right, but not the obligation, to defend against any claim or initiate any declaratory judgment action relating to a Compound or Product, or bring any such action necessary to protect its interest in such Compound or Product, in the Gilead Expanded Territory at its own expense, and JT shall have the right to participate in any such suit, at its own expense. The Parties shall reasonably cooperate with respect to the defense of the claim, including if required to conduct such defense, furnishing a power of attorney.

(ii) If, within **[*]** days of receiving the notice provided for in Section 9.4(a), or **[*]** days before the time limit, if any, set forth in the appropriate laws and regulations for the filing of a claim or response in such actions, whichever comes first, Gilead fails to take such action, or if Gilead informs JT that it elects not to exercise such first right, JT (or its designee) thereafter shall have the right to defend against such claim or initiate any declaratory judgment action relating to a Compound or Product or bring any such action necessary to protect its interest in such Compound or Product. The Parties shall reasonably cooperate with respect to the defense of the claim, including if required to conduct such defense, furnishing a power of attorney, provided that JT shall have the right to approve in advance (such approval not to be unreasonably withheld or delayed) Gilead's strategy in any such action to the extent that such claim potentially relates to the scope, validity or enforceability of the JT Patents.

(b) **Noncontravention.** Nothing in this Section 9.5 shall be deemed to relieve either Party of its obligations under Article 11.

9.6 Settlement. Each Party shall give the other Party timely written notice of the proposed settlement of any action under Sections 9.4 or 9.5, and neither Party shall consent to the entry of any judgment or settlement or otherwise compromise any such action or suit in a way that adversely affects the other Party's intellectual property rights or its rights or interests with respect to the Compound or a Product without such other Party's prior written consent (not to be unreasonably withheld).

9.7 Selection, Registration and Use of Product Trademarks.

(a) **[Reserved]**

(b) **Registration.**

(i) Gilead will own all trademarks for the Products in the Gilead Expanded Territory ("**Product Trademarks**") and be responsible for registering any Product Trademarks within the Gilead Expanded Territory. For clarity, Product Trademarks shall not include corporate names, logos or trademarks for JT and its Affiliates or Gilead and its Affiliates. Gilead shall use commercially reasonable efforts to maintain the Product Trademarks as a valid and effective trademark registration in the Gilead Expanded Territory and shall be responsible for all taxes and fees required in connection therewith. JT agrees to provide Gilead with all reasonable assistance for that purpose.

9.8 Trademark Infringement.

(a) **Gilead.** Gilead shall have the right, but not the obligation, to defend against any claim or initiate any action relating to the Product Trademarks (including Third Party Claims of infringement against any such Product Trademarks) for any Product in the Gilead Expanded Territory at its own expense, and JT shall have the right to participate in any such suit, at its own expense.

(b) **[Reserved]**

(c) **Damages.** The damages, if any, recovered from any such action under this Section 9.8 shall first go to reimbursement of each Party's respective costs with the remainder of recovery going to the Party who initiated such action or defense. The Parties shall reasonably cooperate with respect to the defense of the claim, including if required to conduct such defense, furnishing a power of attorney.

ARTICLE 10
REPRESENTATIONS AND WARRANTIES

10.1 Mutual Representations and Warranties. Each Party hereby represents, warrants and covenants (as applicable) to the other Party as of the Original Execution Date and, where specified, the A&R Execution Date as follows:

(a) **Corporate Existence and Power.** It is a company or corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated, and has full corporate power and authority and the legal right to own and operate its property and assets and to carry on its business as it is now being conducted and as contemplated in this Agreement, including, without limitation, the right to grant the licenses granted hereunder.

(b) **Authority and Binding Agreement.** (i) It has the corporate power and authority and the legal right to enter into this Agreement and perform its obligations hereunder; (ii) it has taken all necessary corporate action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder; and (iii) this Agreement has been duly executed and delivered on behalf of such Party, and constitutes a legal, valid and binding obligation of such Party that is enforceable against it in accordance with its terms.

(c) **No Conflict.** It has not entered, and shall not enter, into any agreement with any Third Party that is in conflict with the rights granted to the other Party under this Agreement, and has not taken and shall not take any action that would in any way prevent it from granting the rights granted to the other Party under this Agreement, or that would otherwise materially conflict with or adversely affect the rights granted to the other Party under this Agreement. Its performance and execution of this Agreement shall not result in a material breach of any other contract to which it is a Party.

(d) **No Misappropriation.** It has not misappropriated, and shall not misappropriate, the trade secret of any Third Party in the course of performing its responsibilities under this Agreement.

(e) **Rights in Technology.** It has sufficient right in and to its Know-How and Patents, free and clear of any conflicting Third Party rights, to grant the rights set forth in this Agreement. During the Term, each Party shall devote Diligent Efforts not to diminish the rights under Know-How and Patents owned or Controlled by it that are granted to the other Party herein, including without limitation by not committing or permitting any acts or omissions which would cause the material breach of any agreements between itself and Third Parties that provide access to or rights under intellectual property rights applicable to the development, manufacture, use or sale of Products. Each Party agrees to provide promptly to the other Party notice of any such alleged breach. Each Party is in compliance in all material respects with any such agreements with Third Parties. Furthermore, where an agreement or arrangement between a Party and a Third Party governing licenses under intellectual property that, but for a requirement to obtain such Third Party's consent to grant a license or sublicense as provided for in the Agreement, would be included in the JT Technology or the Gilead Technology, as applicable, the relevant Party to such agreement or arrangement shall use commercially reasonable efforts to obtain such consent, provided that if obtaining such consent would impose an economic burden on the other Party, then such intellectual property shall not be deemed to be Controlled by the Party requesting consent unless the other Party agrees in writing to assume such economic burden.

10.2 JT Representations. JT represents and warrants to Gilead as of the Original Execution Date and where specified, the A&R Execution Date:

(a) **JT Patents**. As of the A&R Execution Date, the JT Patents listed in **Schedule 1.59** are all of the Patents that JT Controls that would be infringed, but for the licenses granted to Gilead or its Affiliates pursuant to this Agreement, by the manufacture, Development, use, sale, offer for sale or importation of Products for treatment and prophylaxis of HIV infection in the Gilead Expanded Territory by Gilead.

(b) **No Liens on JT Patents.** To the actual knowledge of the Key JT Personnel, the JT Patents are free and clear of any liens and encumbrances except for any minor liens and encumbrances that arise in the ordinary course of business and that do not materially detract from JT's ability to grant licenses thereunder to Gilead as provided herein.

(c) **Third Party Know-How.** To the actual knowledge of Key JT Personnel, all Know-How required for the licenses granted to Gilead in this Agreement is Controlled by JT.

(d) **Commercialization of Products.** To the actual knowledge of the Key JT Personnel there are no Patents (other than the JT Patents) that would be infringed by the manufacture, development, use, sale, offer for sale or importation of Compound for treating HIV infection in the Gilead Expanded Territory.

(e) **Non-Infringement of JT Technology by Third Parties.** To the actual knowledge of the Key JT Personnel there are no activities by Third Parties that would constitute

infringement or misappropriation of the JT Technology as applied to treating HIV infection within the Gilead Expanded Territory.

(f) **No Sublicensee**. There is no Third Party that is or has been a (sub)licensee of JT or its Affiliates with respect to any (i) Patents or (ii) Know-How that is, in either case ((i) or (ii)), necessary for, or actually used during the term of the Original Agreement in, the Development or Commercialization of a Product.

10.3 Non-infringement of Third Party Rights. To the actual knowledge of the Key JT Personnel there are no claims by a Third Party that any Patent or trade secret right owned or controlled by such Third Party would be infringed or misappropriated by the manufacture, develop, use, sale, offer for sale or importation of Compound for use in treating HIV infection in the Gilead Expanded Territory.

10.4 Knowledge of Specified Individuals. No knowledge shall be imputed to any Key JT Personnel, and no Key JT Personnel shall be expected or required to undertake any investigation or inquiry of any nature for the purpose of verifying the accuracy of any representation, warranty or other statement set forth in this Agreement.

10.5 Gilead Representations and Covenant. Gilead represents and warrants to JT as of the A&R Execution Date that neither Gilead nor its Affiliates is a party to any agreement which would (i) restrict Gilead or its Affiliates from **[*]**, or any other **[*]** for **[*]** that Gilead or its Affiliate or Sublicensee owns or Controls (or comes to Control) together with **[*]**, and (ii) as a result of such restriction, would inhibit the Development or Commercialization of Product. Gilead agrees not to enter into and to cause its Affiliates not to enter into any such agreement during the Term.

10.6 Disclaimer. Gilead understands that Compound or Products are the subjects of ongoing clinical research and development and that JT cannot assure the safety or usefulness of Compound and Products. JT makes no warranty except as set forth in this Article 10 (other than those set forth in the Master Agreement or any Ancillary Agreement) concerning its Patents or Know-How.

10.7 No Other Representations. The express representations and warranties stated in this Article 10 (other than those set forth in the Master Agreement or any Ancillary Agreement) are in lieu of all other representations and warranties, express, implied, or statutory, including without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement or non-misappropriation of Third Party intellectual property rights.

ARTICLE 11
INDEMNIFICATION

11.1 Indemnification by JT. JT hereby agrees to defend, hold harmless and indemnify (collectively "**Indemnify**") Gilead and its Affiliates, agents, directors, officers and employees (the "**Gilead Indemnitees**") from and against any and all liabilities, expenses or losses, including without limitation reasonable legal expenses and attorneys' fees (collectively "**Losses**") in each case resulting from Third Party suits, claims, actions and demands (each, a "**Third Party Claim**") arising

directly or indirectly out of (i) a breach of any of JT's obligations under this Agreement, including without limitation JT's representations and warranties or covenants pursuant to Article 10 (other than those set forth in the Master Agreement or any Ancillary Agreement); or (ii) (A) the research, development, or use of Compounds or Products by JT or its Affiliates anywhere in the world, or (B) the sale, offer for sale or importation of Compound or Products by JT or its Affiliates or Third Party licensees conducted in Japan and to the extent that such sale, offer for sale or importation is conducted prior to January 1, 2019. JT's obligation to Indemnify the Gilead Indemnitees pursuant to this Section 11.1 shall not apply to the extent that any such Losses (A) arise from the negligence or intentional misconduct of any Gilead Indemnitee; (B) arise from any breach by Gilead of this Agreement or any Supply Agreement (including without limitation any such breach that results in any defect in Compound or Products or failure of Compound or Products to conform to relevant specifications arising out of Gilead's failure to manufacture and supply, or to have manufactured and supplied Compound or Product to JT in compliance with any Supply Agreement); or (C) are Losses for which Gilead is obligated to Indemnify the JT Indemnitees pursuant to Section 11.2.

11.2 Indemnification by Gilead. Gilead hereby agrees to Indemnify JT and its Affiliates, agents, directors, officers and employees (the "**JT Indemnitees**") from and against any and all Losses resulting from Third Party Claims arising directly or indirectly out of (i) a breach of any obligations of Gilead under this Agreement, including without limitation Gilead's representations and warranties or covenants pursuant to Article 10; or (ii) the Development, manufacture (to the extent of any formulation work performed by Gilead pursuant to Article 7), storage, distribution, promotion, labeling, handling, use, sale, offer for sale or importation of Compound or Products by Gilead, its Affiliates, its Third Party licensees or its Generic Licensees in the Gilead Expanded Territory (subject to Section 11.3). Gilead's obligation to Indemnify the JT Indemnitees pursuant to the foregoing sentence shall not apply to the extent that any such Losses (A) arise from the negligence or intentional misconduct of any JT Indemnitee; (B) arise from any breach by JT of this Agreement or any Supply Agreement; or (C) are Losses for which JT is obligated to Indemnify the Gilead Indemnitees pursuant to Section 11.1. A Supply Agreement, if any, may provide additional indemnification obligations of Gilead as the supplier of Compound or Products, including without limitation that Gilead shall indemnify JT for any Third Party Claims arising out of any failure by Gilead to manufacture and supply, or to have manufactured and supplied, Compound or Products in compliance with such agreements.

11.3 Unknown Source Product Liability. All other liabilities, losses, damages, costs or expenses (including reasonable legal fees) relating to or involving the Compound or Products, including the inherent properties and characteristics of Compound or Products, which are not covered by Section 11.1 or Section 11.2 shall be the responsibility of the Party marketing the Compound or Products in the country in which the Compound or Products were sold at the time of such sale. Both Parties hereby acknowledge and agree that the Party marketing the Compound and Products sold in Japan prior to January 1, 2019 shall be JT and that the Party marketing the Compound and Products sold in Japan on or after January 1, 2019 shall be Gilead (whether or not Gilead has commenced marketing the Products as of such date). Such marketing Party shall Indemnify the other Party, its Affiliates, directors, officers, employees and agents from and against any and all Losses which the other Party or its Affiliates, directors, officers, employees or agents may incur or be required to pay resulting from or arising in connection therewith.

11.4 Procedure. To be eligible to be Indemnified hereunder, the indemnified Party shall provide the indemnifying Party with prompt notice of the claim giving rise to the indemnification obligation pursuant to this Article 11 and the exclusive ability to defend (with the reasonable cooperation of the indemnified Party) or settle any such claim; provided, however, that the failure to so notify the indemnifying Party shall not relieve the indemnifying Party from any Liability that it may have to the indemnified Party, except to the extent that such failure actually and materially prejudices the indemnifying Party's ability to defend such claim; and further provided, that the indemnifying Party shall not enter into any settlement for damages other than monetary damages without the indemnified Party's written consent, such consent not to be unreasonably withheld, delayed or conditioned. The indemnified Party shall have the right to participate, at its own expense and with counsel of its choice, in the defense of any claim or suit that has been assumed by the indemnifying Party. If the Parties cannot agree as to the application of Sections 11.1, 11.2 or 11.3 to any particular Third Party Claim, the Parties may conduct separate defenses of such Third Party Claim.

11.5 Insurance. Each Party shall procure and maintain insurance (or self-insure or retain risks at each Party's discretion), including product liability insurance, adequate to cover its obligations hereunder and which are consistent with normal business practices of prudent companies similarly situated at all times during which any Product is being clinically tested with human subjects or commercially distributed or sold. It is understood that such insurance shall not be construed to create a limit of either Party's liability with respect to its indemnification obligations under this Article 11. Each Party shall provide the other with written evidence of such insurance or ability to retain risks upon request. Each Party shall provide the other with written notice at least thirty (30) days prior to the cancellation, non-renewal or material change in such insurance or self-insurance or ability to retain risks which materially adversely affects the rights of the other.

11.6 Limitation of Liability. EXCEPT TO THE EXTENT SUCH PARTY MAY BE REQUIRED TO INDEMNIFY THE OTHER PARTY UNDER THIS ARTICLE 11 OR UNDER THE MASTER AGREEMENT OR ANY ANCILLARY AGREEMENTS, AND EXCEPT FOR A PARTY'S BREACH OF ITS OBLIGATIONS UNDER SECTION 6.5 OR ARTICLE 13, NEITHER PARTY NOR ITS RESPECTIVE AFFILIATES AND LICENSEES SHALL BE LIABLE FOR SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE.

ARTICLE 12
RECORDS; AUDITS; PUBLICATIONS

12.1 Records; Audits. Each Party shall keep or cause to be kept such records as are required to determine, in a manner consistent with generally accepted accounting principles in the United States with respect to JT, and in Japan with respect to Gilead, the sums or credits due under this Agreement. If either Party requires additional information from the other Party in order to comply with the generally accepted accounting principles in the United States (for JT) or Japan (for Gilead), then the other Party shall make its reasonable efforts to provide such information promptly. At the request (and expense) of either Party (the "**Auditing Party**"), the other Party (the "**Audited Party**") and its Affiliates and licensees and Sublicensees shall permit an independent

certified public accountant appointed by the Auditing Party and reasonably acceptable to the Audited Party, at reasonable times and in the presence of representatives of the Audited Party, upon reasonable notice and no more frequently than **[*]** per **[*]**, to examine only those records as may be necessary to determine, with respect to any **[*]** ending not more than **[*]** years prior to such Auditing Party's request, the correctness or completeness of any report or payment made under this Agreement. The auditor's reports of any such examination shall be (i) limited to information relating to the Products, (ii) made available to both Parties, and (iii) subject to Article 13. The Auditing Party shall bear the full cost of the performance of any such audit, unless such audit discloses an underpayment of more than **[*]** from the amount actually due to the Auditing Party. In such case, the Audited Party shall **[*]** of the performance of such audit. Notwithstanding the foregoing, **Schedule 6.2** shall govern the Parties' respective rights and obligations with respect to the audit of Generic Licensees.

12.2 Review of Publications and Marketing Materials. If a Party wishes to publish or present the results of any clinical or other studies permitted to be performed by such Party under this Agreement, such Party shall provide the other Party a copy of any proposed abstracts, manuscripts or presentations (including verbal presentations) that relate to any Product as soon as practicable prior to their intended submission for publication or presentation. The other Party shall have the right to (i) review and propose modifications to the publication or presentation for patent reasons, trade secret reasons or business reasons or (ii) to request a reasonable delay (not to exceed **[*]** days) in publication or presentation in order to protect patentable information. If the other Party requests modification to the publication or presentation, the publishing Party shall edit such publication or presentation to prevent disclosure of trade secret or proprietary business information of the other Party prior to submission of the publication or presentation. Neither Party shall publish or present the other Party's Confidential Information.

ARTICLE 13
CONFIDENTIALITY

13.1 Treatment of Confidential Information. The Parties agree that during the Term, and for a period of **[*]** years after this Agreement expires or terminates, a Party receiving Confidential Information of the other Party shall (i) maintain in confidence such Confidential Information to the same extent such Party maintains its own proprietary industrial information of similar kind and value (but at a minimum each Party shall use commercially reasonable efforts to maintain Confidential Information in confidence); (ii) not disclose such Confidential Information to any Third Party without prior written consent of the disclosing Party, except for disclosures made in confidence to any Third Party pursuant to a plan approved by the Parties, or to its licensees or Sublicensees who agree to be bound by obligations of non-disclosure and non-use at least as stringent as those contained in this Article 13; and (iii) not use such Confidential Information for any purpose except those purposes permitted by this Agreement or the Master Agreement.

13.2 Authorized Disclosure. Notwithstanding any other provision of this Agreement or the Master Agreement, each Party may disclose Confidential Information of the other Party:

(i) to the extent and to the persons and entities required by an applicable law, rule, regulation or order; provided, however, that the Party required to disclose Confidential Information shall first have given prompt notice to the other Party hereto to enable such Party to seek any available exemptions from, or limitations on, such disclosure requirement and shall reasonably cooperate in such efforts with the other Party;

(ii) to the extent and to the persons and entities required by rules of the National Association of Securities Dealers, the Japanese Securities Dealers Association or any other applicable association governing the stock exchange on which a Party's stock is listed; and

(iii) as necessary to file or prosecute patent applications, prosecute or defend litigation or otherwise establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

13.3 Publicity; Terms of Agreement. The Parties agree that the material terms of this Agreement, and the fact that discussions concerning this Agreement are taking place, are included within the Confidential Information of both Parties, subject to the special authorized disclosure provisions set forth in Sections 13.2 and 13.4 and the Master Agreement. JT acknowledges that Gilead may wish or be required to issue press releases relating to the activities under this Agreement. Except as permitted under Sections 13.4(b)-(d), JT shall have the right to issue press releases relating to the activities under this Agreement only with the prior written approval of Gilead.

13.4 Review of Press Releases .

(a) If Gilead wishes to issue press releases or otherwise make public statements or disclosures concerning this Agreement, Gilead shall give reasonable prior advance notice of the proposed text of such announcement to JT for review and comment (except as otherwise provided herein).

(b) A Party may repeat any information as to the terms of this Agreement that have already been publicly disclosed by such Party in accordance with Section 13.2 or 13.3 without going through the review procedures set forth in this Section 13.4(a).

(c) A Party may disclose the terms of this Agreement to potential investors, sublicensees or commercial partners who are bound in writing by obligations of non-disclosure and non-use of the terms of this Agreement at least as stringent as those contained in this Article 13.

(d) A Party may disclose the financial terms of this Agreement to any Third Party or in any press release only (i) with the prior written approval of the other Party, or (ii) if required by applicable Law, rule or regulation.

ARTICLE 14
TERM AND TERMINATION

14.1 Term. This Agreement shall be effective and commence on the Amended Effective Date and until such date, the Original Agreement shall continue in effect. As of the Amended

Effective Date, the Original Agreement is hereby automatically terminated, except that the surviving terms of the Original Agreement shall continue to govern activities that occurred under the Original Agreement. This Agreement, unless terminated earlier pursuant to (a) Sections 14.2, 14.3 and 14.4 or (b) in the event this Agreement terminates as a result of the termination of the Master Agreement (in which case the Original Agreement shall remain in effect), shall be in full force and effect until the expiration of the last to expire Payment Term (the "**Term**"). Upon expiration of the Payment Term in a particular country in the Gilead Original Territory, the licenses granted under Article 6 shall become fully paid-up with respect to such country.

14.2 Elective Termination by Gilead. Gilead shall have the right in its sole discretion and for any reason to terminate this Agreement in its entirety, upon [*] months' prior written notice to JT.

14.3 Termination for Breach.

(a) **Notice.** If either Party believes that the other Party is in material breach of this Agreement, then the Party holding such belief (the "**Non-breaching Party**") may deliver notice of such breach to the other Party (the "**Notified Party**"). The Notified Party shall have **[*]** days to cure such breach to the extent involving non-payment of amounts due hereunder, and **[*]** days to either cure such breach, or, if cure of such breach other than non-payment cannot reasonably be effected within such **[*]**-day period, to deliver to the Non-breaching Party a plan reasonably calculated to cure such breach within a timeframe that is reasonably prompt in light of the circumstances then prevailing. Following delivery of such plan, the Notified Party shall devote Diligent Efforts to carry out the plan and cure the breach.

(b) **Termination for JT's Breach.** If JT fails to cure a material breach of this Agreement as provided for in Section 14.3(a) then Gilead shall have the right in its sole discretion, upon written notice to JT, to terminate this Agreement **[*]**.

(c) **Termination for Gilead's Breach.** If Gilead fails to cure a material breach of this Agreement as provided for in Section 14.3(a), JT shall have the right in its sole discretion, upon written notice to Gilead, to terminate this Agreement**[*]**.

(d) **Disputes.** If a Party gives notice of termination under this Section 14.3 and the other Party disputes whether such termination is proper under this Section 14.3, then the issue of whether this Agreement may properly be terminated upon expiration of the notice period (unless such breach is cured as provided in Section 14.3(a)) shall be resolved in accordance with Article 15. If as a result of such dispute resolution process it is determined that the notice of termination was proper, then such termination shall be deemed to have been effective **[*]** days following the date of the notice of breach. If as a result of such dispute resolution process it is determined that the notice of termination was improper, then no termination shall have occurred and this Agreement shall remain in effect.

14.4 Termination for Bankruptcy/Insolvency.

(a) **Termination.** Either Party may terminate this Agreement in its entirety if (i) the other Party files in any court or agency pursuant to any statute or regulation of any state or country, a petition in bankruptcy or insolvency or for reorganization or for an arrangement or for the appointment of a receiver or trustee of Party or of its assets, (ii) the other Party proposes a written agreement of composition or extension of its debts, (iii) the other Party is served with an involuntary petition against it, filed in any insolvency proceeding, and such petition is not dismissed within **[*]** days after the filing thereof, (iv) the other Party proposes, or is a Party to, any dissolution or liquidation, or (v) the other Party makes an assignment for the benefit of creditors.

(b) **Rights Under US Bankruptcy Code.** The Parties agree that, in the event either Party becomes subject to proceedings under the US Bankruptcy Code, the other Party, as a licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the US Bankruptcy Code. This Section 14.4 is not intended to limit any rights such other Party would have under applicable law including, without limitation, 11 U.S.C. § 365(n).

14.5 JT Rights upon Certain Terminations. If JT terminates this Agreement with respect to the Gilead Original Territory (in whole or in part) pursuant to either Section 14.3 or Section 14.4 or if Gilead terminates this Agreement pursuant to Section 14.2, then the following shall apply:

(a) **Regulatory Filings.** To the extent permitted by law, Gilead, its Affiliates and Sublicensees shall **[*]** to JT transfer to JT all INDs, Marketing Authorization Applications, and Regulatory Approvals for Products, and all data necessary to support such INDs, Marketing Authorization Applications and Regulatory Approvals, that in each case Gilead, its Affiliate or Sublicensee holds as of the time of such termination in the Gilead Original Territory if this Agreement is terminated in whole, or in a Reverted Country if this Agreement is terminated in part. In the event of such a termination, Gilead, its Affiliates and Sublicensees shall take all actions reasonably necessary to effect such transfer of such INDs, Marketing Authorization Applications and Regulatory Approvals for Products in the Gilead Original Territory if this Agreement is terminated with respect to the Gilead Original Territory in whole, or in a Reverted Country if this Agreement is terminated in part.

(b) **Licenses.** The licenses granted by JT to Gilead under Article 6 shall terminate with respect to Products in the Gilead Original Territory if this Agreement is terminated with respect to the Gilead Original Territory in whole, or in Reverted Countries if this Agreement is terminated in part. Gilead shall, and hereby does, grant to JT an exclusive, **[*]** irrevocable license, with the right to grant sublicenses through one (1) or more tiers of sublicenses without Gilead's consent, under the Gilead Technology and the Trademark, to research, develop, make, use, sell, offer for sale and import Products in the Gilead Original Territory if this Agreement is terminated with respect to the Gilead Original Territory in whole, or in a Reverted Country if this Agreement is terminated in part.

(c) **No Further Representations.** Gilead and its Affiliates and Sublicensees shall discontinue making any representation and withdraw registrations regarding its status as a licensee of, or distributor for, JT for Products in the Gilead Original Territory if this Agreement is

terminated with respect to the Gilead Original Territory in whole, or in a Reverted Country if this Agreement is terminated in part, and shall cease conducting any activities with respect to the marketing, promotion, sale or distribution of Products in the Gilead Original Territory if this Agreement is terminated in whole with respect to the Gilead Original Territory, or in a Reverted Country if this Agreement is terminated in part.

(d) **Transition Assistance.** Gilead and its Affiliates shall provide such assistance, at no cost to JT, as may be reasonably necessary (i) during the period prior to the effective date of such termination, to effect the transfer of all regulatory activities, regulatory filings and Regulatory Approvals held by Gilead, its Affiliates and Sublicensees for Product in the Gilead Original Territory if this Agreement is terminated with respect to the Gilead Original Territory in whole, or in a Reverted Country if this Agreement is terminated in part; and (ii) to transfer or transition over a reasonable period of time to JT for no additional consideration a non-exclusive license to all Gilead Technology or then-existing commercial arrangements, that is, or are, necessary for, or actually used during the Term by JT to commence or continue Commercializing Products in the Gilead Original Territory if this Agreement is terminated in whole, or in a Reverted Country if this Agreement is terminated in part, including without limitation transferring all rights to the Trademark and any agreements or arrangements with relevant Third Party vendors. To the extent that any such contract between Gilead, its Affiliate or Sublicensee and a Third Party is not assignable to JT, then Gilead its Affiliate or Sublicensee shall reasonably cooperate with JT to arrange to continue to obtain such services from such entity for Gilead to provide to JT. Gilead, its Affiliates and Sublicensees shall not, during the period prior to the effective date of such termination, take any action that could adversely affect or impair the further development and commercialization of Products. The Parties shall use good faith efforts to coordinate the wind-down of Gilead's efforts under this Agreement with respect to the terminated countries and jurisdictions.

(e) **Remaining Inventories.** If this Agreement is terminated in whole in the Gilead Original Territory, JT shall have the right to purchase from Gilead, its Affiliates and Sublicensees all of the inventory of Product held by Gilead, its Affiliates and Sublicensees as of the effective date of such termination for use in the Gilead Original Territory. If this Agreement is terminated in part, JT shall have the right to purchase from Gilead, its Affiliates and Sublicensees all of the inventory of Product held by Gilead, its Affiliates and Sublicensees as of the effective date of such termination for the Reverted Countries. Any such purchase shall be at **[*]**. All charges, import and export compliance fees, consumption taxes, withholding taxes, customs, duties and other taxes imposed by any government taxing authority upon JT or its Affiliates in connection with the purchase of such inventory of Product shall be paid by JT or such Affiliates. JT shall notify Gilead within **[*]** days after the effective date of such termination whether JT elects to exercise such right. If JT does not exercise such right, then Gilead shall have the right to sell in the Gilead Original Territory any such remaining inventory over a period no greater than **[*]** after the effective date of such termination.

(f) **Continued Supply.** If JT has terminated this Agreement with respect to the Gilead Original Territory, on a country-by-country basis, after such termination is effective Gilead shall supply the Products to JT, its Affiliate or Sublicensee for the Reverted Countries. In each case, such supply shall be on terms similar to the terms and conditions of the most recent version

of the Supply Agreement pursuant to which Gilead supplied JT for Japan prior to its termination pursuant to the Master Agreement and the Parties shall negotiate and enter into a new Supply Agreement. In such event the licenses granted to Gilead under Section 6.1 shall survive to the extent necessary to allow Gilead to perform such supply obligations.

14.6 Gilead Rights upon Certain Terminations.

(a) **Continuation of Certain Rights.** If Gilead terminates this Agreement pursuant to Section 14.3(b), then all the licenses granted to it in Article 6 with respect to those Products which Gilead elects to continue to Develop and Commercialize shall survive such termination until the Term would otherwise expire under Section 14.1, provided that Gilead continues to pay all amounts due to JT pursuant to Article 8 for as long as Gilead is required to pay such amounts hereunder. The Parties' obligations under Sections 4.2, 4.4, 4.5, 9.1, 9.3, 9.4, 9.5, 9.6, 9.7, and 9.8 shall continue to the extent applicable.

(b) **Transition Assistance.** JT shall provide such assistance, at no cost to Gilead, as may be reasonably necessary to transfer or transition over a reasonable period of time to Gilead all other technology or Know-How, or then-existing commercial arrangements, that is, or are, necessary or useful for Gilead to continue Commercializing Products to the extent reasonably requested by Gilead.

14.7 Survival. In addition to as otherwise provided in Article 14, the following provisions shall survive any expiration or termination of this Agreement for the period of time specified therein, or if not specified, then they shall survive indefinitely: Articles 1, 11 (solely as to actions arising during the Term or in the course of a Party's exercise of licenses it retains after the Term), 12, 13, 14, and 16 and Sections 6.5; 8.6; 8.7; 8.8; 8.9; 9.1; 9.4; 9.5; 9.6; 9.8; 15.1 and 15.2. Termination of this Agreement shall not relieve the Parties of any liability which accrued hereunder prior to the effective date of such termination nor preclude either Party from pursuing all rights and remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement. The remedies provided in this Article 14 are not exclusive of any other remedies a Party may have in law or equity.

ARTICLE 15
DISPUTE RESOLUTION

15.1 Dispute Resolution. Except as provided in Section 15.1(c) any dispute, controversy or claim arising out of or relating to the validity, formation, enforceability, performance, breach or termination of this Agreement (a "**Dispute**") shall be settled in accordance with the provisions of this Section 15.1. If a Party intends to initiate executive negotiation/mediation or arbitration (as set forth in paragraph (a) or (b) below) to resolve a Dispute, that Party shall provide written notice to the other Party informing such other Party of such intention and of the issues to be resolved. Nothing herein shall prohibit either Party from initiating arbitration if such Party would be substantially prejudiced by a failure to act during the time that efforts are being made to otherwise resolve the Dispute.

(a) **By the Parties.** The Parties shall make an earnest, good faith attempt to resolve any Dispute through negotiation. If the Parties are unable to resolve a Dispute, either Party may, by written notice to the other Party, refer such Dispute for good faith negotiation between the Chief Executive Officer of Gilead (or his designee with settlement authority) and the President of the Pharmaceutical Division of JT (or his designee with settlement authority) either in person at the offices of the Party *not* initiating the action or as otherwise agreed within **[*]** days after the date of notice. Immediately after receipt of notice of executive negotiation, the Parties may agree to give good faith consideration to the appointment of a mutually-acceptable mediator to assist in the executive negotiation, in which case the costs of mediation shall be shared equally by the Parties. Any settlement reached by mediation shall be resolved in writing, signed by the Parties, and shall be binding on them.

(b) **By Arbitration.** If any Dispute (other than a Dispute concerning the ownership of Patents or Product Trademarks) has not been settled by executive negotiation/mediation after **[*]** days, then upon the request of either Party, the Dispute shall be finally resolved by binding arbitration administered under the Rules of Arbitration of the International Chamber of Commerce (the "**ICC Rules**").

(i) The arbitration shall be conducted by a panel of three (3) neutral arbitrators (the "**Panel**") appointed in accordance with the ICC Rules.

(ii) The arbitration proceedings shall take place in San Francisco, California, USA, if the arbitration is initiated by JT, and in Tokyo, Japan, if the arbitration is initiated by Gilead. The arbitral proceedings and all pleadings shall be in the English language. Any written evidence originally in a language other than English shall be submitted in English translation accompanied by the original or true copy thereof.

(iii) The Panel shall have the power to decide all questions of arbitrability.

(iv) At the request of either Party, the Panel will enter an appropriate protective order to maintain the confidentiality of information produced or exchanged in the course of the arbitration proceedings.

(v) The Panel is empowered to award any remedy allowed by law, including monetary damages, prejudgment interest and punitive damages, and to grant final, complete, interim or interlocutory relief, including injunctive relief.

(vi) The Parties may apply to state or federal court of competent jurisdiction within the County and City of New York, New York, for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without any abridgment of the powers of the arbitrators. Judgment on the award rendered by the Panel may be entered in any court having jurisdiction thereof. Each Party hereby waives any defenses it may have to the personal jurisdiction and venue of such courts to resolve such Disputes, including without limitation the defense of *forum non conveniens*, and each Party agrees not to file any motion to seek any relief under any *forum non conveniens* defense.

(vii) Each Party shall bear its own legal fees arising in connection with the Dispute. The Panel may assess costs, fees and expenses of the ICC and the Panel to the Parties in the manner the Panel deems appropriate under the circumstances.

(c) **Matters Not Subject to Article 15.** Notwithstanding anything else in this Agreement to the contrary, disputes or disagreements concerning matters that relate to either Party's Patents or Know-How shall be addressed as provided in Section 2.2 and shall not be resolved or settled pursuant to this Article 15.

15.2 Governing Law. Resolution of all disputes arising out of or related to this Agreement or the performance, enforcement, breach or termination of this Agreement and any remedies relating thereto, shall be governed by and construed under the substantive laws of the State of New York and the federal law of the United States of America, without regard to its conflicts of law rules that would require the application of the laws of a foreign state or country.

ARTICLE 16
MISCELLANEOUS

(a) **Entire Agreement; Amendment.** This Agreement, including the Schedules attached hereto and incorporated herein, sets forth the complete, final and exclusive agreement and all the covenants, promises, agreements, warranties, representations, conditions and understandings between the Parties with respect to the subject matter hereof and supersedes and terminates all prior agreements and understandings between the Parties, except for the Master Agreement, the Ancillary Agreements, the Confidential Disclosure Agreements and Material Transfer Agreements with respect to such subject matter. Except for the Master Agreement, the Ancillary Agreements, the Confidential Disclosure Agreements and Material Transfer Agreements, there are no covenants, promises, agreements, warranties, representations, conditions or understandings, either oral or written, between the Parties other than as are set forth in this Agreement. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by an authorized officer of each Party, as amended pursuant to Section 16.1(b) hereof.

(b) The Confidential Disclosure Agreements (other than the Confidential Disclosure Agreement dated February 1, 2005 (Gilead as recipient with respect to **[*]**)) and the Material Transfer Agreements are hereby considered amended to the extent necessary to provide that, notwithstanding any provision in such agreements to the contrary, any information and materials provided by one Party to the other Party pursuant to the Confidential Disclosure Agreements or the Material Transfer Agreements may be used by a Party to fulfill any obligation or to pursue any rights such Party has under this Agreement, including without limitation for the Development of Products.

16.2 Force Majeure. Both Parties shall be excused from the performance of their obligations under this Agreement to the extent that such performance is prevented by a *force majeure* event and the nonperforming Party promptly provides notice of the prevention to the other Party. Such excuse shall be continued so long as the condition constituting *force majeure* continues and the nonperforming Party uses reasonable efforts to remove the condition. For purposes of this

Agreement, *force majeure* shall include conditions beyond the reasonable control of the Parties, including without limitation, an act of God or terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, civil commotion, labor strike or lock-out, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe; provided, however, the payment of invoices due and owing hereunder shall not be delayed by the payor because of a *force majeure* affecting the payor.

16.3 Notices. Any notice required or permitted to be given under this Agreement shall be in writing, shall specifically refer to this Agreement and shall be deemed to have been sufficiently given for all purposes if delivered by (i) first class certified or registered mail, postage prepaid, (ii) international express delivery service or (iii) personally, or if sent by facsimile and confirmed by electronic transmission. The notice information for each Party is set forth in the Master Agreement.

16.4 Maintenance of Records. Gilead shall keep and maintain all records required by law or regulation with respect to Products supplied or sold by Gilead or its Affiliates or Sublicensees and shall make copies of such records available to JT upon JT's request.

16.5 No Strict Construction. This Agreement has been prepared jointly and shall not be strictly construed against either Party.

16.6 Assignment. Neither Party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, except that, subject to Section 16.7, a Party may make such an assignment or transfer without the other Party's consent to the assigning Party's Affiliates or to its successor to all or substantially all of the business of such Party in the field to which this Agreement relates (whether by merger, sale of stock, sale of assets or other transaction), provided that any such successor (other than an Affiliate) shall, in a writing reasonably acceptable to the other Party, expressly assume performance of such rights or obligations. The JT Technology and the Gilead Technology shall exclude any intellectual property held or developed by such a successor of the relevant Party not in connection with Compound or Products. Any such assignment shall be binding on the successors of the assigning Party. Any assignment or attempted assignment by either Party in violation of the terms of this Section 16.6 shall be null and void.

16.7 Change in Control.

(a) **Gilead Change in Control.** Gilead may, without JT's consent, assign this Agreement and its rights and obligations hereunder in connection with a Change in Control of Gilead, subject to the conditions contained in this Section 16.7(a).

(i) Upon a Change in Control, Gilead shall provide written notice to JT **[*]** days prior to such assignment, which notice shall specify the identity of the acquirer in the Change in Control.

(ii) If the entity acquiring Gilead is a company that, at the time of the Change in Control, is selling any **[*]** product that is useful for the treatment of **[*]**, or has **[*]**, the

Parties, after receipt of the notice described in Section 16.7(a)(i), shall meet and discuss in good faith any adverse effect on JT by a Gilead Change in Control.

(b) **JT Change in Control.** JT may, without Gilead's consent, assign this Agreement and its rights and obligations hereunder in connection with a Change in Control of JT, subject to the conditions contained in this Section 16.7(b).

(i) Upon a Change in Control, JT shall provide written notice to Gilead **[*]** days prior to such assignment, which notice shall specify the identity of the acquirer in the Change in Control.

(ii) If the entity acquiring JT is a company that, at the time of the Change in Control, is selling any **[*]** product that is useful for the treatment of **[*]**, or has **[*]**, the Parties shall at any time within thirty (30) days after receipt of the notice described in Section 16.7(b)(i) meet and discuss in good faith whether and how to amend this Agreement to **[*]** or **[*]** the **[*]** or **[*]** of **[*]**, or **[*]** concerning **[*]** efforts, shared by Gilead with JT pursuant to **[*]**, and whether and how to amend or **[*]** the obligations of the Parties under **[*]**.

16.8 No Blocking Effect. If the Parties do not reach a consensus on any issue discussed pursuant to Section 16.7(a) (ii) or Section 16.7 (b) (ii) prior to the applicable Change in Control, the assignment of this Agreement in conjunction with such Change in Control may proceed and the Parties (including any successors to a Party) shall continue to discuss such issues.

16.9 Performance by Affiliates. Each of JT and Gilead acknowledge that their obligations under this Agreement may be performed by their respective Affiliates and Sublicensees. Notwithstanding any delegation of obligations under this Agreement by a Party to an Affiliate or Sublicensee, each Party shall remain primarily liable and responsible for the performance of all of its obligations under this Agreement and for causing its Affiliates and Sublicensees to act in a manner consistent herewith. Wherever in this Agreement the Parties delegate responsibility to Affiliates or Sublicensees or local operating entities, the Parties agree that such entities shall not make decisions inconsistent with this Agreement, amend the terms of this Agreement or act contrary to its terms in any way.

16.10 Further Actions. Each Party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.

16.11 Compliance With Laws. Each Party covenants to comply in all material respects with all U.S. and non-U.S. federal, state and local laws, rules and regulations applicable to the development, manufacture, distribution import and export and sale of pharmaceutical products, and to the transactions contemplated by this Agreement.

16.12 Severability. If any one (1) or more of the provisions of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction from which no appeal can be or is taken, the provision shall be considered severed from this Agreement and shall not serve to invalidate any remaining provisions hereof. The Parties shall make a good faith effort to replace

any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering this Agreement may be realized.

16.13 Headings. The headings for each Article and Section in this Agreement have been inserted for convenience of reference only and are not intended to limit or expand on the meaning of the language contained in the particular Article or Section.

16.14 No Waiver. Any delay in enforcing a Party's rights under this Agreement, or any waiver as to a particular default or other matter, shall not constitute a waiver of such Party's rights to the future enforcement of its rights under this Agreement, except with respect to an express written and signed waiver relating to a particular matter for a particular period of time.

16.15 Translations. This Agreement is in the English language only, which language shall be controlling in all respects, and all versions hereof in any other language shall be for accommodation only and shall not be binding upon the Parties. All communications and notices to be made or given pursuant to this Agreement, and any dispute proceeding related to or arising hereunder, shall be in the English language. If there is a discrepancy between any Japanese translation of this Agreement and this Agreement, this Agreement shall prevail.

16.16 Certain Conventions. Any reference in this Agreement to an Article, Section, subsection, paragraph, clause, Schedule or Exhibit will be deemed to be a reference to an Article, Section, subsection, paragraph, clause, Schedule or Exhibit, of or to, as the case may be, this Agreement, unless otherwise indicated. Unless the context of this Agreement otherwise requires, (a) all definitions set forth herein will be deemed applicable whether the words defined are used herein in the singular or the plural, (b) the word "will" will be construed to have the same meaning and effect as the word "shall," (c) any definition of or reference to any agreement, instrument or other document herein will be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (d) any reference herein to any Person will be construed to include the Person's successors and assigns, (e) the word "notice" will mean notice in writing (whether or not specifically stated) and will include notices, consents, approvals and other written communications contemplated under this Agreement, (f) provisions that require that a Party, the Parties or any committee hereunder "agree," "consent" or "approve" or the like will require that such agreement, consent or approval be specific and in writing, whether by written agreement, letter, approved minutes or otherwise (but excluding e-mail and instant messaging), (g) references to any specific Law, rule or regulation, or article, section or other division thereof, will be deemed to include the then-current amendments thereto or any replacement or successor Law, rule or regulation thereof and (h) the term "or" will be interpreted in the inclusive sense commonly associated with the term "and/or", (i) words of any gender include each other gender, (j) words such as "herein", "hereof" and "hereunder" refer to this Agreement as a whole and not merely to the particular provision in which such words appear, (k) words using the singular will include the plural, and vice versa, (l) the words "include," "includes" and "including" will be deemed to be followed by the phrase "but not limited to", "without limitation", "inter alia" or words of similar import and (m) unless "Business Days" is specified, "days" will mean "calendar days."

16.17 Counterparts. This Agreement may be executed in two (2) or more counterparts. each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have executed this Agreement in duplicate originals by their duly authorized officers as of the A&R Execution Date.

Gilead Sciences, Inc.	**Japan Tobacco Inc.**
By: /s/ John F. Milligan	By: /s/ Muneaki Fujimoto
Name: John F. Milligan, Ph.D.	Name: Muneaki Fujimoto
Title: Chief Executive Officer	Title: President, Pharmaceutical Business

[*] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

A&R Schedules

Schedule 1.2 ABC Schedules - Access Countries
- Schedule 1.2A - Access Group A Countries
- Schedule 1.2B - Access Group B Countries
- Schedule 1.2C - Access Group C Countries

Schedule 1.17A Elvitegravir Chemical Structure
Schedule 1.17B Elvitegravir Patent Applications
Schedule 1.59 JT Patents and Joint Patents
Schedule 6.2 Generic License

Schedule 1.2 ABC Schedules Access Countries

[*]

SCHEDULE 1.2 B

[*]

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SCHEDULE 1.2 C

[*]

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[*] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

Schedule 1.17A Elvitegravir Chemical Structure

Chemical Name

[*]

Schedule 1.17B Elvitegravir Patent Applications

[*]

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Schedule 1.59 JT Patents

[*]

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Schedule 1.59 Joint Patents

[*]

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Schedule 6.2 Generic License

1. **JT Consent**. JT consents to Gilead entering into Generic Licenses with Generic Licensees on the condition that: (i) the terms and conditions of Generic Licenses shall not be less favorable to JT than the agreement templates attached hereto as Attachment A for semi-exclusive license and Attachment B for non-exclusive license; and (ii) Gilead shall use reasonable efforts to cause each Generic Licensee to substantially fulfill all its obligations under Generic License and Gilead's obligations under this Agreement. Gilead shall not grant to any Generic Licensee or any other entity the right to sublicense the Generic License to a third party. Notwithstanding the preceding sentence, Gilead may grant any Generic Licensee the right to sublicense the Generic License to an Affiliate of such Generic Licensee (for purposes of this Section 1 and Section 2 only, "Affiliate" will have the meaning set forth in the Generic License templates attached as Exhibit 1 and Exhibit 2 to this Agreement) on condition that such Generic Licensee (a) shall ensure any such Affiliate complies with the terms of the Generic License as if they were a party to the Generic License, and (b) will be liable for activities of such Affiliates as if such activities were performed by such Generic Licensee. For clarity, Gilead may sell Branded Products in the Generic Territory.

2. **MPPF License.** Notwithstanding Section 1 of this Schedule, Gilead may grant the right to MPPF to issue single tier sublicenses to Generic Licensees under terms and conditions no less favorable to JT than the agreement templates attached hereto as Exhibit 2. Additionally, Gilead may grant any such Generic Licensees the right to further sublicense the Generic License to an Affiliate of such Generic Licensee on condition that such Generic Licensee (a) shall ensure any such Affiliate complies with the terms of the Generic License as if they were a party to the Generic License, and (b) will be liable for activities of such Affiliates as if such activities were performed by such Generic Licensee.

3. **Prevention of Adverse Effects.** In its program to provide Products in the Access Countries (either by itself or through Generic Licensees), Gilead shall undertake commercially reasonable efforts to seek to prevent adverse effects on Net Sales of Products in countries that are not in the Access Countries, which efforts are consistent with those Gilead uses with its other HIV products. Gilead will discuss in good faith with JT any such preventative efforts and shall keep JT reasonably informed of actions taken in furtherance of such efforts to prevent adverse effects on Net Sales of Product in countries that are not Access Countries. In any Gilead press release announcing an expansion of the Gilead Global Access Program with respect to the Product, Gilead shall comply with Section 13.3 and also shall include a statement to the effect that JT has agreed to reduce or waive its right to a royalty on sales of the Product in the Access Countries.

4. **Update of ABC Schedule.** Gilead may remove a country from any of the ABC Schedules upon prior written notice to JT. If any country on an ABC Schedule (e.g: as was the case with Sudan) is divided into two or more countries, then such countries automatically shall take the place, on such ABC Schedule, of the country which was divided. If Gilead wishes to add a country to an ABC Schedule, then Gilead shall request the addition of such country to JT along with a justification for such addition, and such addition shall be subject to JT's written consent. If the criteria (except routine adjustments to the threshold income levels) of categorization of a country's

economic situation by The World Bank or United Nations Conference On Trade and Development is changed, upon JT's request, Gilead and JT shall discuss in good faith to modify the criteria to amend the ABC Schedules set out in the first paragraph of each ABC Schedule.

5. **Generic Version of Different Combination.** If a Generic Licensee proposes to commercialize a Generic Version which contains a combination of APIs that are different (including different dosages, other than of EVG) from any Product under development or being marketed by Gilead, then such commercialization shall be subject to prior review and approval by Gilead with regard to safety considerations.

6. **Sharing of Generic License Agreement.** Upon JT's request, Gilead shall promptly provide to JT a list of the then-current Generic Licensees and a copy of the Generic License agreement (including any amendment thereto) with each Generic Licensee, and a copy of the MPPF License. Gilead may redact information pertaining only to products which are not Products.

7. **Generic Licensee Know-How and Patents**. JT understands that Gilead has obligations under Section 6.5 of this Agreement with respect to sublicense of Sublicensee Know-How and Sublicensee Patents, and that **[*]**. Gilead will keep JT apprised of any Sublicensee Know-How and Sublicensee Patents of Generic Licensees that is provided or reported to Gilead by the Generic Licensees and sublicensable to JT, including **[*]**. For purposes of Section 9.3(c) ("Gilead Patents") and 9.4(c) ("Infringement of Gilead Patents") of this Agreement, "Gilead Patents" shall not include Patents of Generic Licensees. For clarity, any inconsistent or additional obligations of Gilead to obtain rights to Sublicensee Know-How and Sublicensee Patents of Generic Licensees under this Agreement are hereby superseded.

8. **Generic Licensee Information and Regulatory Filings**. JT acknowledges that it shall have no access to or rights to obtain, use or reference any Regulatory Information, records, regulatory filings, correspondence with Regulatory Authorities, Marketing Authorization Applications, INDs and post-approval Phase IIIB/IV data for Products or Regulatory Approvals of Generic Licensees with respect to Generic Versions, except as provided under Section 5 of this Schedule. Notwithstanding the foregoing, JT shall have the right to obtain, use or reference the above-mentioned data, documents and information, if and to the extent Gilead has the right to obtain, use or reference the above-mentioned data, documents and information.

9. **Safety Data**. JT agrees that Section 4.4 ("Adverse Event Reporting and Safety Data Exchange") of this Agreement shall not apply to Generic Versions. Notwithstanding the foregoing, JT shall have the right to obtain, use or reference such data, documents and information with respect to safety or adverse events, if and to the extent Gilead has the right to obtain, use or reference such data, documents and information with respect to safety or adverse events.

10. **Promotional Materials**. JT agrees that Section 5.3 ("Promotional Materials") of this Agreement shall not apply to Promotional Materials of Generic Licensees.

11. **Trademark**. Gilead and JT agree that the Product Trademark shall not be used with respect to the Generic Versions. The Generic Licenses shall prohibit the Generic Licensee from

using the Product Trademark with respect to Generic Versions and shall require that the Generic Versions have a trade dress that is distinct from Branded Products.

12. **Responsibility for Generic Licensees**. JT acknowledges that enforcing legal rights in some or all of the Access Countries is more challenging than in countries that are not Access Countries. Therefore, JT agrees that if the actions or inactions of a Generic Licensee cause Gilead to be in breach of this Agreement (including situations where the Generic Licensee acts in a manner inconsistent with this Agreement under Section 16.9), then so long as Gilead is acting in good faith to remedy such breaches (including, without limitation, notifying JT of any material breach (e.g. (A) material quantity of leakage of (i) Generic Versions to the countries other than Access Group A Countries and Access Group B Countries or (ii) API to the countries other than India, China or South Africa or (B) substantial deviation from Good Manufacturing Practices) of this Agreement by Generic Licensees promptly after it is known to Gilead and, upon reasonable request by JT, terminating the Generic License with respect to Products in a timely manner in accordance with the relevant provisions of Generic License), then JT agrees that it will not terminate this Agreement with respect to countries that are not Access Countries because of such breach. Gilead shall indemnify the JT Indemnitees from any losses or damages arising from any breach of this Agreement due to the acts or omissions of Generic Licensees pursuant to Sections 11.2 and 11.4 of this Agreement. Except as specifically set forth in this Section 12, nothing in this Agreement limits any rights or remedies of JT for any breach by Gilead of this Agreement.

13. **Audit of Generic Licensees**. JT agrees that it shall not have the right to directly audit Generic Licensees under Section 12.1 ("Records; Audits") of this Agreement. Gilead shall secure the right to audit Generic Licensee in each Generic License. When Gilead has audited Generic Licensee(s), Gilead shall provide the portions of the audit result and report relevant to Products to JT within sixty (60) days from completion of each audit. If requested by JT, Gilead shall promptly audit a Generic Licensee in accordance with Gilead's audit rights under the applicable Generic License. For clarity, nothing in this Section 13 affects JT's right to audit Gilead or its Affiliates.

14. **Alternate Dosage**. Gilead shall obligate and require Generic Licensees not to manufacture or sell any Generic Versions formulated at a single dose concentration other than those dose concentrations approved by the FDA for such agents, without prior written consent of Gilead.

15. **Generic Licensees' Quarterly Reports**. Gilead shall obligate and require Generic Licensees to provide Gilead with quarterly reports on manufacturing and sales as set forth in section 4.3 in Exhibit 1 and Exhibit 2 (for Exhibit 2, section 13 of the form of sublicense agreements attached thereto). Upon JT's request, Gilead shall provide JT with copies of such quarterly reports; provided that Gilead may redact information which does not pertain to the Products.

16. **Annual Reports on Different Combination or Alternate Dosage**. Gilead shall make commercially reasonable efforts to determine, by itself or through Generic Licensees, the regulatory status in each country of the Generic Version (i) with different combination of APIs and (ii) with alternate dosage, for which Gilead give the approval or consent pursuant to Section 3.3 of this Agreement and shall annually report to JT thereon.

17. **Third Party's Infringement.** If Gilead learns of any alleged or threatened infringement of the JT Patents in the Access Countries, Gilead shall promptly report same in writing to JT in accordance with Section 9.4(a)(i) of this Agreement and shall cooperate and assist JT, by itself or through Generic Licensees, in the investigation and enforcement pertaining to such infringement.

18. **JT Mark.** Gilead shall obligate and require Generic Licensees not to use any JT's trademark, trade name, logo or service mark (each, a "JT Mark"), or any word, logo or any expression that is similar to any JT Mark.

19. **Consultation before disclosure of this Agreement.** Notwithstanding Section 13.3(c)(iv) of this Agreement, if Gilead plans to disclose any or all of the contents of this Agreement to any Generic Licensee that are not in public domain, Gilead shall give JT reasonable prior written notice thereof, in which case Gilead and JT shall discuss the necessity and the manner of such disclosure and no disclosure shall be made in the absence of agreement by the parties thereon.

20. **Termination of Generic Licenses**. If this Agreement is terminated, Gilead shall terminate the Generic Licenses with respect to the Products as set forth in Section 10.3(b)(iv) in Exhibit 1 as well as shall terminate the MPPF License with respect to the Products.

EXHIBIT 1

AMENDED AND RESTATED LICENSE AGREEMENT

This AMENDED AND RESTATED LICENSE AGREEMENT (the "**Agreement**") is made as of _____ (the "**Amended and Restated Effective Date**") by and between **Gilead Sciences, Inc.**Delaware corporation having its principal place of business at 333 Lakeside Drive, Foster City, California 94404, USA ("**Gilead**"), and _____ , a company registered under the laws of India, and having a registered office at _____ , India ("**Licensee**").

R E C I T A L S

WHEREAS, Gilead wishes to facilitate access to its antiviral agents to patients in the developing world to help satisfy unmet medical needs;

WHEREAS, to accomplish this goal, Gilead and Licensee entered into that certain License Agreement, effective [effective date], as amended (the "**Original License Agreement**"), under which certain non-exclusive rights were granted to Licensee with respect to the manufacture and sale of Gilead's proprietary antiviral agents (TAF, COBI and EVG); and

WHEREAS, Gilead and Licensee now wish to amend and restate the terms of the Original License Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. **Definitions**

"**Active Pharmaceutical Ingredient**" or "**API**" shall mean one or more of the following active pharmaceutical ingredients: tenofovir alafenamide ("**TAF**"), elvitegravir ("**EVG**"), cobicistat ("**COBI**"), and bictegravir ("**BIC**").

"**Affiliate**" means, with respect to a party to this Agreement, any corporation, limited liability company or other business entity controlling, controlled by or under common control with such party, for so long as such relationship exists. For the purposes of this definition, control means: (a) to possess, directly or indirectly, the power to direct affirmatively the management and policies of such corporation, limited liability company or other business entity, whether through ownership of voting securities or by contract relating to voting rights or corporate governance; or (b) ownership of more than fifty percent (50%) of the voting stock in such corporation, limited liability company or other business entity (or such lesser percent as may be the maximum that may be owned pursuant to applicable law of the country of incorporation or domicile), as applicable.

"**Alternate Dosage**" shall have the meaning set forth in Section 6.2(d).

"**BIC Combination Product**" shall mean a pharmaceutical product containing BIC in combination with any other active pharmaceutical ingredient other than TAF, EVG, or COBI (in each case subject to the restrictions set forth in Section 2.5(c)(iv)), including any co formulation, co-packaged product, bundled product, or other type of combination product.

"**BIC Product**" shall mean a formulated and finished pharmaceutical product containing BIC as its sole active pharmaceutical ingredient.

"**BIC Territory**" shall mean those countries listed on Appendix 1.

"**China**" shall mean the People's Republic of China but, for clarity, excluding Hong Kong SAR, Macau SAR, and Chinese Taipei.

"**COBI Combination Product"** shall mean a pharmaceutical product containing COBI in combination with any other active pharmaceutical ingredient other than EVG, including combinations containing COBI together with TAF provided such combination does not also contain EVG (in each case subject to the restrictions set forth in Section 2.5(c)(ii)), including any co-formulation, co-packaged product, bundled product, or other type of combination product. For clarity, the TAF Quad is not a COBI Combination Product.

"COBI Product" shall mean a formulated and finished pharmaceutical product containing COBI as its sole active pharmaceutical ingredient.

"**COBI Territory**" shall mean those countries listed on Appendix 1.

"**Combination Products**" shall mean BIC Combination Products, COBI Combination Products, EVG Combination Products, TAF Combination Products, and the TAF Quad.

"**Confidential Information**" shall have the meaning set forth in Section 11.1.

"**Distributor**" shall mean a third party wholesaler or distributor that is not a Gilead Distributor and that is operating under an agreement with Licensee for the distribution and sale of Product in the Territory.

"**Emtricitabine Patents**" shall have the meaning set forth in Section 7.6.

"**EVG Combination Product**" shall mean a pharmaceutical product containing EVG in combination with any other active pharmaceutical ingredient (in each case subject to the restrictions set forth in Section 2.5(c)(iii)), including any co-formulation, co-packaged product, bundled product, or other type of combination product, but not including the TAF Quad. For clarity, the TDF Quad is an EVG Combination Product.

"**EVG Product**" shall mean a formulated and finished pharmaceutical product containing EVG as its sole active pharmaceutical ingredient.

"**EVG-TAF Quad Territory**" shall mean those countries listed on Appendix 5.

"**FDA**" shall mean the United States Food and Drug Administration, and any successor agency thereto.

"**Field**" shall mean with respect to a particular Product any use that is consistent with the label approved by the FDA or applicable foreign regulatory authority in the country of sale for the use of such Product.

"**Gilead Distributor**" shall mean any third party distributor that is operating under an agreement with Gilead for the distribution and sale of Gilead's branded product in the Territory. Gilead will provide Licensee with a list, which may be updated by Gilead from time to time, of the identity of the Gilead Distributors and their licensed territories.

"**Gilead Indemnitee**" shall have the meaning set forth in Section 8.1. "**Gilead Mark**" shall have the meaning set forth in

Section 2.6(b).

"**Gilead Supplier**" shall mean such contract manufacturing organization designated by Gilead that the parties may agree to include as part of this definition by written amendment to this Agreement.

"**Improvements**" shall have the meaning set forth in Section 2.4.

"**Japan Tobacco**" shall mean Japan Tobacco Inc., a Japanese corporation, and its affiliates.

"**Japan Tobacco Agreement**" shall mean the License Agreement between Gilead and Japan Tobacco dated March 22, 2005, as amended from time to time.

"**JT Mark**" shall have the meaning set forth in Section 2.6(b).

"**Licensed API**" shall mean API that is either (a) made by Licensee pursuant to the license grant set forth in Section 2.1; or (b) acquired by Licensee from a Gilead Supplier or from a Licensed API Supplier on the terms and conditions set forth in Section 3.

"**Licensed API Supplier**" shall mean an entity (other than Licensee) that is licensed by Gilead, either directly or through a sublicense from MPP to: (a) manufacture API in India and sell such API to Licensed Product Suppliers in the Field in India, China or South Africa; or (b) manufacture API in China and sell such API to License Product Suppliers in the Field in India, China or South Africa; or (c) manufacture API in South Africa and sell such API to Licensed Product Suppliers in the Field in India, China or South Africa.

"**Licensed Know-How**" shall mean (a) the know-how actually transferred to Licensee pursuant to the terms of Section 5.5 (either prior to or following the Amended and Restated Effective Date) and (b) any other improvements or modifications to such

transferred know-how (x) that are (i) specific to API and (ii) developed and controlled by Gilead during the term of this Agreement, and (y) specifically excluding any such improvements and modifications, methods and other know-how claimed in any patent or patent application.

"**Licensed Product Supplier**" shall mean (a) an entity located in India (other than Licensee) that is licensed by Gilead, directly or through a sublicense from MPP, to (i) make Product in India and (ii) use, sell, have sold, offer for sale and export such Product in the Field in the Territory; (b) an entity located in China that is licensed by Gilead, directly or through a sublicense from MPP, to (1) make Product in China and (2) use, sell, have sold, offer for sale and export such Product in the Field in the Territory; or (c) an entity located in South Africa that is licensed by Gilead, directly or through a sublicense from MPP, to (x) make Product in South Africa and (y) use, sell, have sold, offer for sale and export such Product in the Field in the Territory.

"**Licensed Technology**" shall mean the Patents and the Licensed Know-How.

"**Minimum Quality Standards**" shall have the meaning set forth in Section 6.2(a).

"**MPP**" shall mean the public health organization referred to as the Medicines Patent Pool.

"**NCE Exclusivity**" shall mean five years of marketing exclusivity granted by FDA pursuant to its authority under 21 U.S.C. §§ 355(c)(3)(E)(ii) and 355(j)(5)(F)(ii), or similar regulatory exclusivity granted by the appropriate regulatory authority having jurisdiction over the Products.

"**Net Sales**" shall mean, with respect to a given calendar quarter, the total amount invoiced by Licensee for sales of Product in the Territory to third parties, less the following deductions calculated in accordance with U.S. Generally Accepted Accounting Principles (GAAP): (a) freight, insurance, packing, shipping charges, in each case as actually incurred and included as a specific line item on a bill or invoice to such third party; (b) custom duty of imported components, VAT/Indian excise tax, sales tax, or other governmental charges upon or measured by the production, sale transportation, delivery or use of goods, in each case included as a specific line item on a bill or an invoice to such third party; (c) trade, quantity and cash discounts allowed and taken, refunds, chargebacks and any other allowances given (as determined in accordance with GAAP) and taken which effectively reduce the gross amounts billed or invoiced; in each of (a) through (c) to the extent consistently applied across all products of Licensee. Net Sales on Combination Products shall be calculated based on the portion of product Net Sales attributable to Licensed API, as set forth in Section 4.2.

"**Patents**" shall mean (a) the patents and patent applications set forth in Appendix 2 hereto and (b) any other patents or patent applications (and resulting patents therefrom) that are in the Territory and owned or controlled by Gilead and its Affiliates during the term of this Agreement, including to the extent falling within clause (b) of this definition (i)

those patents and patent applications exclusively licensed by Gilead from Japan Tobacco pursuant to the Japan Tobacco Agreement and (ii) those patents and patent applications claiming improvements or modifications to the manufacture of API, in the case of each patent and patent application referenced in clauses (a) and (b) solely to the extent necessary for Licensee to practice the licenses granted in Section 2 hereof.

"**Pediatric Formulation**" shall have the meaning set forth in Section 6.2(e). "**Product**" shall mean BIC Product, COBI Product, EVG Product, TAF Product,
BIC Combination Product, COBI Combination Product, EVG Combination Product, TAF Combination Product, and the TAF Quad.

"**Quarterly Report**" shall have the meaning set forth in Section 4.3. "**Royalty Term**" shall have the meaning set forth in

Section 4.9.

"**TAF Combination Product**" shall mean a pharmaceutical product containing TAF in combination with any other active pharmaceutical ingredient other than EVG or COBI (in each case subject to the restrictions set forth in Section 2.5(c)(i)), including any co-formulation, co-packaged product, bundled product, or other type of combination product. For clarity, the TAF Quad is not a TAF Combination Product.

"**TAF Product**" shall mean a formulated and finished pharmaceutical product containing TAF as its sole active pharmaceutical ingredient.

"**TAF Quad**" or "**the TAF Quad**" shall mean the finished pharmaceutical product containing TAF (at the dose concentration approved by the FDA or applicable regulatory authority), emtricitabine (200 mg), EVG and COBI (each at their dose concentration approved by the FDA or applicable regulatory authority) as its only active pharmaceutical ingredients, and that is manufactured and sold as a fixed-dose single-tablet regimen and not as a bundled or co-packaged product.

"**TAF Territory**" shall mean those countries listed on Appendix 1.

"**TDF Quad**" shall mean the finished pharmaceutical product containing tenofovir disoproxil fumarate (300mg), emtricitabine (200mg), EVG (150mg) and COBI (150mg) as its only active pharmaceutical ingredients, and that is manufactured and sold as a fixed-dose single-tablet regimen and not as a bundled or co-packaged product.

"**Territory**" shall mean the TAF Territory, the COBI Territory, the EVG-TAF Quad Territory, and the BIC Territory.

"**Third-Party Resellers**" shall mean Licensed Product Suppliers, Distributors and Gilead Distributors.

2. License Grants

2.1 API License. Subject to the terms and conditions of this Agreement, Gilead hereby grants to Licensee a royalty-free, non-exclusive, non-sublicensable (other than a sublicensee to an Affiliate in accordance with Section 2.3 below), non-transferable license under the Licensed Technology to (i) make API in India solely for the purposes of exercising the licenses described in this Section 2.1; (ii) offer for sale and sell such API to Licensed Product Suppliers in India, China, and South Africa for use solely for purposes set forth in the Licensed Product Suppliers' direct or indirect license from Gilead as set forth in the definition of Licensed Product Suppliers; (iii) import Licensed API into India for purposes of exercising the license set forth in Section 2.2; or (iv) use Licensed API for Licensee's own internal use in the applicable Territory.

For clarity, the license granted in this Section 2.1 does not include, expressly or by implication, a license under any Gilead intellectual property right to manufacture, sell or distribute any active pharmaceutical ingredient owned or controlled by Gilead other than TAF, EVG, COBI, and BIC.

2.2 Product License. Subject to the terms and conditions of this Agreement, Gilead hereby grants to Licensee a royalty-bearing, non-exclusive, non-sublicensable (other than a sublicensee to an Affiliate in accordance with Section 2.3 below), non-transferable license under the Licensed Technology solely to make Product in India, and use, sell, have sold, offer for sale, export from India and import (i) TAF Product and TAF Combination Products in the Field in the TAF Territory, (ii) COBI Product and COBI Combination Products in the Field in the COBI Territory, (iii) EVG Product, EVG Combination Products and TAF Quad in the Field in the EVG-TAF Quad Territory, and (iv) BIC Product and BIC Combination Products in the Field in the BIC Territory; provided that in each case such Products shall be made only from Licensed API.

For clarity, (I) the licenses granted in this Section 2.2 do not include, expressly or by implication, a license under any Gilead intellectual property right to manufacture, sell or distribute any product containing active pharmaceutical ingredients owned or controlled by Gilead other than Products containing TAF, EVG, COBI, and BIC, and (II) notwithstanding the foregoing, the licenses granted under this Section 2.2 shall not extend to any active pharmaceutical ingredient included within a Product other than TAF, EVG, COBI, and BIC.

2.3 Affiliates. Licensee may grant sublicenses under the licenses granted in Sections 2.1 and 2.2 to its Affiliates located in India upon prior written notice to Gilead. Upon Gilead's request, Licensee shall provide Gilead with the written copies of the applicable sublicense agreement with such Affiliate(s). Further upon Gilead's request, Licensee shall name Gilead as a third party beneficiary in any such sublicense agreement, in which case Licensee shall consent and hereby does consent to Gilead's enforcement of such sublicense agreement to the extent relating to the obligations that Licensee is required hereunder to impose on its Affiliates. Licensee shall ensure that any such Affiliate complies with all the terms of this Agreement as if they were a party to this Agreement, and

Licensee will be liable for the activities of such Affiliates as if such activities were performed by Licensee.

2.4 License Grant to Gilead. Licensee hereby grants to Gilead a nonexclusive, royalty-free, worldwide, sublicensable license to all improvements, methods, modifications and other know-how developed by or on behalf of Licensee and relating to API or a Product ("**Improvements**"), subject to the restrictions on further transfer of Licensee's technology by Gilead as set forth in Section 5.3. As between Gilead and Licensee, Licensee shall own all such Improvements and have the sole right, but not the obligation, to pursue intellectual property protection with respect to such Improvements.

2.5 Licensee Right to Sell Through Third Party Resellers.

(a) Licensed Product Suppliers. Licensee agrees that it will not sell or offer to sell API to any entity other than Licensed Product Suppliers in India, China and South Africa that have been approved by Gilead in accordance with Section 2.5(e).

(b) Product Sales. Licensee agrees that it will not sell, offer for sale, or assist third parties in selling Product *except for* the sale and offer for sale of (A) TAF Product and TAF Combination Product for use in the Field and in the countries of the TAF Territory, (B) COBI Product and COBI Combination Product for use in the Field and in the countries of the COBI Territory, (C) EVG Product, EVG Combination Product and TAF Quad for use in the Field and in the countries of the EVG-TAF Quad Territory, and (D) BIC Product and BIC Combination Products for use in the Field and in the countries of the BIC Territory.

(i) Licensee agrees that during the period in which the Patents are valid and enforceable (on a Product-by-Product basis) it will prohibit its Distributors from selling Product (A) to any other wholesaler or distributor, (B) outside the Territory for which Licensee is licensed for sale of such Product pursuant to Section 2.2, or (C) for any purpose outside the Field.

(ii) Licensee agrees that it will not administer BIC to humans, or sell a Product containing BIC until Gilead has obtained marketing approval for a Product containing BIC from the FDA.

(c) Limitations on Product Combinations.

(i) Licensee will be allowed to manufacture and sell TAF in combination with other active pharmaceutical ingredients in the TAF Territory, provided in each case (A) Licensee has the legal right to manufacture and sell such other active pharmaceutical ingredients in the applicable country in the TAF Territory, and (B) such manufacture and sale is in accordance with the licenses granted herein.

(ii) Licensee will be allowed to manufacture and sell COBI in combination with other active pharmaceutical ingredients in the COBI Territory, provided

in each case (A) Licensee has the legal right to manufacture and sell such other active pharmaceutical ingredients in the applicable country in the COBI Territory, and (B) such manufacture and sale is in accordance with the licenses granted herein.

(iii) Licensee will be allowed to manufacture and sell EVG in combination with other active pharmaceutical ingredients in the EVG-TAF Quad Territory, provided in each case (A) Licensee has the legal right to manufacture and sell such other active pharmaceutical ingredients in the applicable country in the EVG-TAF Quad Territory, (B) such manufacture and sale is in accordance with the licenses granted herein, and (C) Licensee has obtained Gilead's prior written consent for the manufacture or sale of such product containing EVG, such consent not to be unreasonably withheld. For clarity, the requirement for Gilead's prior consent set forth in the preceding clause (C) shall not apply to the TDF Quad or TAF Quad.

(iv) Licensee will be allowed to manufacture and sell BIC in combination with other active pharmaceutical ingredients, including without limitation a Terminated API, in the BIC Territory, provided in each case (A) Licensee has the legal right to manufacture and sell such other active pharmaceutical ingredients in the applicable country in the BIC Territory, and (B) such manufacture and sale is in accordance with the licenses granted herein.

(d) Terms of Agreements with Third Party Resellers.

(i) Gilead Distributors. Licensee may elect to sell finished Product in the Territory to any Gilead Distributor, provided, however, that (A) Licensee may only sell and offer for sale TAF Product and TAF Combination Product to Gilead Distributors to sell in the TAF Territory, and may not sell or offer for sale TAF Product or TAF Combination Product outside the TAF Territory, and may not import TAF Product or TAF Combination Product into any country outside the TAF Territory, (B) Licensee may only sell and offer for sale COBI Product and COBI Combination Product to Gilead Distributors to sell in the COBI Territory, and may not sell or offer for sale COBI Product or COBI Combination Product outside the COBI Territory, and may not import COBI Product or COBI Combination Product into any country outside the COBI Territory, (C) Licensee may only sell and offer for sale EVG Product, EVG Combination Product and TAF Quad to Gilead Distributors to sell in the EVG-TAF Quad Territory, and may not sell or offer for sale EVG Product, EVG Combination Product or TAF Quad outside the EVG-TAF Quad Territory, and may not import EVG Product, EVG Combination Product or TAF Quad into any country outside the EVG-TAF Quad Territory, (D) Licensee may only sell and offer for sale BIC Product and BIC Combination Product to Gilead Distributors to sell in the BIC Territory, and may not sell or offer for sale BIC Product or BIC Combination Product outside the BIC Territory, and may not import BIC Product or BIC Combination Product into any country outside the BIC Territory, and (E) Licensee shall only sell to such Gilead Distributor those Products that are bioequivalent to the branded products Gilead has granted such Gilead Distributor the right to sell in such country of the applicable Territory. Licensee shall only allow such Gilead Distributor to sell such Product in the country(ies) of the applicable Territory for which such Gilead

Distributor has the right to sell branded Gilead product. For example, Licensee shall not sell to a Gilead Distributor (X) a Product containing TAF, emtricitabine (FTC) and efavirenz in a particular country in the TAF Territory, unless Gilead has granted such distributor the right to sell a branded product containing TAF, FTC and efavirenz in such country in the TAF Territory, or (Y) a Product containing both TAF and 3TC.

(ii) Other Third Party Resellers. Licensee shall require any Third Party Reseller to agree, in a written agreement with Licensee, (i) to comply with the applicable terms of this Agreement and (ii) to report to Licensee such information, and allow Licensee to provide Gilead with the information described in Section 4.3 (and also to provide Japan Tobacco with such information to the extent it relates to EVG, EVG Product, EVG Combination Product, or TAF Quad). Gilead has the right to audit, on no less than thirty (30) days' advance notice to Licensee, such records of Licensee solely to the extent necessary to verify such compliance. Gilead will bear the full cost of any such audit, and shall have the right to share the outcome of any such audit with Japan Tobacco to the extent such outcome relates to EVG, EVG Product, EVG Combination Product, or TAF Quad.

(e) Gilead Approval of Third Party Reseller Agreements. Licensee shall not enter into any agreements with Third Party Resellers on terms inconsistent with this Agreement without obtaining Gilead's prior written approval. If Licensee enters into an agreement with any Third Party Reseller with respect to API or Product, then Licensee shall notify Gilead in writing, and shall certify that its arrangement with such Third Party Reseller is consistent with the terms and conditions of this Agreement. Upon Gilead's request, Licensee shall provide Gilead with written copies of all agreements executed between Licensee and Third Party Resellers relating to API or Product. Further upon Gilead's request, Licensee shall name Gilead as a third party beneficiary in any such agreements, in which case Licensee shall consent and hereby does consent to Gilead's enforcement of such agreements to the extent relating to the obligations that Licensee is required hereunder to impose upon Third Party Resellers. Licensee shall be allowed to redact confidential financial terms from such agreements prior to sharing them with Gilead. Gilead shall have the right to review all such agreements to verify consistency with the terms and conditions of this Agreement. In the event that any inconsistency is found which had not been specifically discussed and agreed with Gilead, then Gilead shall have the right to require Licensee to terminate such agreement. To the extent any such agreements relate to EVG, EVG Product, EVG Combination Product, or TAF Quad, Gilead shall also have the right to share such agreements with Japan Tobacco.

(f) Termination of Third Party Agreements by Licensee. Licensee shall immediately terminate its agreement(s) with a Third-Party Reseller in the event that Gilead believes in good faith that such Third Party Reseller has engaged in material activities that Licensee is prohibited from performing under this Agreement, or that are inconsistent with Licensee's covenants under this Agreement, including without limitation the unauthorized use, sale or diversion by such Third Party Reseller of API or Product outside the Field or the applicable Territory, or upon Licensee first reasonably believing that such Third-Party Reseller has engaged in such activities.

(g) Termination of Third Party Agreements by Gilead. Gilead may terminate the right of Licensee to sell Product to any Third-Party Reseller pursuant to this Section 2.5, if in Gilead's reasonable belief the Third-Party Reseller is not acting in a way that is consistent with Licensee's covenants under this Agreement, or if Licensee does not terminate Licensee's agreement with such Third-Party Reseller under the circumstances described in Section 2.5(e) or Section 2.5(f).

2.6 License Limitations.

(a) Gilead Retained Rights. Licensee hereby acknowledges that Gilead retains all rights in API and Products except as otherwise provided in this Agreement, and that Gilead may license or otherwise convey to third parties its rights in API and Products as it wishes without obligation or other accounting to Licensee.

(b) Gilead Marks. The licenses granted hereunder do not include any license or other right to use any Gilead trademark, trade name, logo or service mark (each, a "**Gilead Mark**") or any word, logo or any expression that is similar to or alludes to any Gilead Mark, except as provided in Section 6.5. Licensee agrees not to use any Japan Tobacco trademark, trade name, logo or service mark (each, a "**JT Mark**"), or any word, logo or any expression that is similar to any JT Mark.

(c) Sublicensed Technology. The licenses relating to EVG, EVG Product, EVG Combination Product and TAF Quad granted to Licensee under this Agreement include sublicenses of intellectual property rights from Japan Tobacco, and remain subject to the terms and conditions of the Japan Tobacco Agreement. Gilead and Licensee shall not permit any action to be taken or event to occur, in each case to the extent within such party's reasonable control, that would give Japan Tobacco the right to terminate the Japan Tobacco Agreement. If either party is notified or otherwise becomes aware that Licensee's activities may constitute a material breach of the Japan Tobacco Agreement, it shall promptly notify the other party. The parties shall confer regarding an appropriate manner for curing any such alleged breach. Licensee shall cure such alleged breach as promptly as possible, and in any case within the time allotted under the Japan Tobacco Agreement. Gilead shall remain responsible for EVG Product, EVG Combination Product, and TAF Quad royalties owed to Japan Tobacco pursuant to the Japan Tobacco Agreement.

(d) No Other Licenses.

i. Licensee agrees that it shall not use any contract manufacturers without obtaining Gilead's prior written consent, or grant any sublicenses hereunder.

ii. Except as expressly set forth in this Agreement, Gilead does not grant any license under any of its intellectual property rights (including, without limitation, patents or rights to any proprietary compounds or drug substances other than API) to Licensee.

3. **Sourcing of API**

3.1 Sourcing of API from API Suppliers. Licensee agrees that it shall not make or use any API other than API that is Licensed API for the manufacture of any Product for sale in the Territory. If Licensee wishes to manufacture Product using API made by either a Gilead Supplier or a Licensed API Supplier, then Licensee shall notify Gilead in writing, and shall certify that its arrangement with such Gilead Supplier or Licensed API Supplier, as applicable, is consistent with the terms and conditions of this Agreement. Licensee shall provide Gilead with written copies of all agreements between Licensee and such Gilead Supplier or Licensed API Supplier upon execution. Licensee shall be allowed to redact confidential financial terms from such agreements prior to sharing them with Gilead. To the extent any such agreements relate to EVG, Gilead shall have the right to share such agreements with Japan Tobacco. In the event that any inconsistency is found which had not been specifically discussed and agreed with Gilead, Gilead shall have the right to require Licensee to terminate such agreement with such Gilead Supplier or Licensed API Supplier and upon notice from Gilead to such effect, Licensee shall immediately terminate such agreement.

3.2 Gilead Assistance with Gilead Suppliers. Upon Gilead's receipt from Licensee of a written notice describing its intention to obtain Licensed API from a Gilead Supplier as described in Section 3.1, Gilead shall use commercially reasonable efforts to assist Licensee in procuring supply of such API from such Gilead Supplier. Gilead shall not be obligated to assist Licensee in procuring any supply of API from a Licensed API Supplier.

3.3 Conditions of Supply from Gilead Suppliers. Gilead shall be a party to any agreement between Licensee and a Gilead Supplier that provides for the supply of API to Licensee from such Gilead Supplier. Any such agreement between Gilead, Licensee and a Gilead Supplier shall include and be subject to the following conditions:

(a) Gilead Supply Needs. Licensee shall not obtain API from the Gilead Supplier until Gilead has received confirmation in writing from the Gilead Supplier of its ability to continue to supply Gilead with Gilead's forecasted requirements of API, as reflected in Gilead's then-current twelve (12) month forecast for API provided to the Gilead Supplier.

(b) Consistency with Agreement. The Gilead Supplier shall be permitted to supply API to Licensee only to the extent that any such supply does not
(A) adversely affect its ability to meet Gilead's forecasted requirements or (B) adversely affect the Gilead Supplier's ability to supply Gilead's requirements, whether or not such requirements are consistent with Gilead's twelve (12) month forecast. Gilead shall have the right to terminate any agreement between Licensee and its Gilead Suppliers if the supply of API from such Gilead Supplier to Licensee adversely affects Gilead's supply requirements as set forth in this Section 3.3(b).

3.4 No Other Arrangements. Licensee agrees that it shall not enter into any agreements, nor amend any existing agreements, for the supply of intermediates or API on terms that are inconsistent with this Agreement without Gilead's prior written approval as provided for in this Section 3.

3.5 Supply of other components. The obligations set forth in Sections 3.1, 3.2 and 3.3 with respect to Licensee's supply of API shall not apply to active pharmaceutical ingredients other than API that Licensee may incorporate into Combination Products.

4. **Consideration/Payment Terms/Audit**

4.1 Royalty. As consideration for the licenses granted in Section 2, Licensee shall pay Gilead the following royalties on Net Sales of Product in the Territory for the duration of the Royalty Term:

(a) 5% of TAF Product Net Sales in the TAF Territory.

(b) 5% of the portion of TAF Combination Product Net Sales attributable to the TAF component of such TAF Combination Product in the TAF Territory, as determined in accordance with Section 4.2. In addition, to the extent any such TAF Combination Product also contains BIC, Licensee will pay Gilead 5% of the portion of TAF Combination Product Net Sales attributable to the BIC component of such TAF Combination Product in the TAF Territory, as determined in accordance with Section 4.2.

(c) (i) 5% of the portion of TAF Quad Net Sales attributable to the TAF component of the TAF Quad in the EVG-TAF Quad Territory as determined in accordance with Section 4.2, and (ii) 5% of the portion of TAF Quad Net Sales attributable to the EVG and COBI components of the TAF Quad in the EVG-TAF Quad Territory as determined in accordance with Section 4.2.

(d) 5% of EVG Product Net Sales in the EVG-TAF Quad Territory.

(e) 5% of COBI Product Net Sales in the COBI Territory.

(f) 5% of the portion of EVG Combination Product (which, for clarity, excludes the TAF Quad) Net Sales attributable to the EVG component of such EVG Combination Product in the EVG-TAF Quad Territory as determined in accordance with Section 4.2. In addition, (i) to the extent any such EVG Combination Product also contains TAF, Licensee will also pay Gilead 5% of the portion of EVG Combination Product (which, for clarity, excludes the TAF Quad) Net Sales attributable to the TAF component of such EVG Combination Product in the EVG-TAF Quad Territory as determined in accordance with Section 4.2 (ii) to the extent any such EVG Combination Product also contains COBI, Licensee will also pay Gilead 5% of the portion of EVG Combination Product (which, for clarity, excludes the TAF Quad) Net Sales attributable to the COBI component of such EVG Combination Product in the EVG-TAF Quad Territory as determined in accordance with Section 4.2, and (iii) to the extent any such EVG

Combination Product also contains BIC, Licensee will also pay Gilead 5% of the portion of EVG Combination Product (which, for clarity, excludes the TAF Quad) Net Sales attributable to the BIC component of such EVG Combination Product in the EVG-TAF Quad Territory as determined in accordance with Section 4.2.

(g) 5% of the portion of COBI Combination Product (which, for clarity, excludes the TAF Quad) Net Sales attributable to the COBI component of such COBI Combination Product in the COBI Territory, as determined in accordance with Section 4.2. In addition, (i) to the extent any such COBI Combination Product also contains TAF, Licensee will also pay Gilead 5% of the portion of COBI Combination Product (which, for clarity, excludes the TAF Quad) Net Sales attributable to the TAF component of such COBI Combination Product in the COBI Territory, as determined in accordance with Section 4.2, and (ii) to the extent any such COBI Combination Product also contains BIC, Licensee will also pay Gilead 5% of the portion of COBI Combination Product (which, for clarity, excludes the TAF Quad) Net Sales attributable to the BIC component of such COBI Combination Product in the COBI Territory, as determined in accordance with Section 4.2.

(h) 5% of BIC Product Net Sales in the BIC Territory.

(i) 5% of the portion of BIC Combination Product Net Sales attributable to the BIC component of such BIC Combination Product in the BIC Territory, as determined in accordance with Section 4.2.

(j) No royalties will be owed on Pediatric Formulations developed and sold by Licensee in accordance with Section 6.2(e).

(k) No royalties will be owed on the tenofovir disoproxil fumarate or emtricitabine components of any Combination Product.

(l) No royalties will be owed on Licensee's sale of API to other Licensed Product Suppliers, provided such Licensed Product Supplier has executed an agreement with Gilead requiring such Licensed Product Supplier to pay Gilead royalties on finished Product containing such API.

(m) Royalties on sales of Product to Gilead Distributors will be based on Licensee's invoice price to such Gilead Distributor.

(n) Royalties will only be owed once on each royalty-bearing API of a Combination Product. By means of example, if Licensee pays royalties on the TAF Quad pursuant to Section 4.1(c), then Licensee will not also have to pay additional royalties on the TAF component for the sale of the TAF Quad pursuant to Section 4.1(a) or (b), the EVG component pursuant to Section 4.1(d) or (f), or the COBI component pursuant to Section 4.1(e) or (g).

(o) On a Product by Product and country by country basis, if there is no Product Patent (as defined below) owned or controlled by Gilead (or its Affiliates) in India

or the country in which such Product is sold, and if there is no reasonable possibility of obtaining such a Product Patent within a reasonable period of time (for example, through pending patent applications, the filing of patent applications, or by legal action (including appeals)) in India or the country in which such Product is sold, then Gilead agrees to negotiate in good faith a reduction on the royalty due with respect to such Product under this Agreement on a country by country basis. As used in this Agreement, "**Product Patent**" shall mean any patent or patent application claiming any Product or any API contained in such Product, including any patent or patent application claiming the composition of matter for such Product or API, or their formulation, or any patent or patent application claiming the method of use or method of manufacture with respect to such Product or such API.

(p) If any country within the Territory issues a valid, bona fide compulsory license pursuant to (1) the requirements promulgated under the Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPs) or (2) valid laws within such country ("**Compulsory License**") for any Product, then for the duration of such Compulsory License the royalty payable by Licensee on Net Sales for such Product in such country shall be reduced to the royalty rate paid to Gilead by such country for such Product under such Compulsory License.

4.2 Adjustment for Combination Products. Solely for the purpose of calculating Net Sales of Combination Products, if Licensee sells Product in the form of a Combination Product containing any Licensed API and one or more other active pharmaceutical ingredients in a particular country, Net Sales of such Combination Product in such country for the purpose of determining the royalty due to Gilead pursuant to Section 4.1 will be calculated by multiplying actual Net Sales of such Combination Product in such country by the fraction A/(A+B), where A is the invoice price of such Product if sold separately in such country, and B is the total invoice price of the other active pharmaceutical ingredient(s) in the combination if sold separately in such country. If, on a country-by-country basis, such other active pharmaceutical ingredient or ingredients in the Combination Product are not sold separately in such country, but the Product component of the Combination Product is sold separately in such country, Net Sales for the purpose of determining royalties due to Gilead for the Combination Product will be calculated by multiplying actual Net Sales of such Combination Product by the fraction A/C, where A is the invoice price of such Product component if sold separately, and C is the invoice price of the Combination Product. If, on a country-by-country basis, such Product component is not sold separately in such country, Net Sales for the purposes of determining royalties due to Gilead for the Combination Product will be D/(D+E), where D is the fair market value of the portion of the Combination Products that contains the Product, and E is the fair market value of the portion of the Combination Products containing the other active pharmaceutical ingredient(s) included in such Combination Product, as such fair market values are determined by mutual agreement of the Parties, which shall not be unreasonably withheld.

4.3 Reports. Within sixty (60) days after the end of each calendar quarter, Licensee shall provide Gilead with a detailed report (the "**Quarterly Report**") that

includes at least the information set forth in this Section 4.3. If any Quarterly Reports relate to EVG, EVG Product, EVG Combination Product or TAF Quad, Gilead will have the right to share such Quarterly Reports with Japan Tobacco.

(a) Product and API Information. In each Quarterly Report, Licensee agrees to set forth in reasonable detail: (i) amounts of API and Product manufactured by Licensee, (ii) API and Product in Licensee's stock, (iii) the Third Party Resellers, if any, to which Licensee has provided Product and in what quantities (on a Third Party Reseller by Third Party Reseller basis), (iv) in the case of the sale of any API to third-party manufacturers of Product, the identity of such third parties and quantities of API sold to each such third party and (v) the volume of API or Product that Licensee intends to manufacture over the course of the following 12-month period, on a month by month basis.

(b) Payment Information. In each Quarterly Report, Licensee shall include the following information: (i) total invoiced sales of Product, Net Sales, the deductions used to determine Net Sales, number of units of Product sold, each of which shall be reported on a Product-by-Product and country-by-country basis, (ii) adjustments for Combination Products (pursuant to Section 4.2) including calculations showing the Net Sales of the EVG component of any EVG Combination Product or the TAF Quad, (iii) total royalties owed for the calendar quarter, the countries to which the Product has been sent and in what quantities, and (iv) Net Sales by each Third-Party Reseller, if any.

(c) Regulatory Information. In each Quarterly Report, Licensee shall provide Gilead with the following information: (i) a list of countries within the Territory for which such regulatory approvals or authorization have been obtained for Product and
(ii) a description of activities performed by Licensee, its designee or, to its knowledge any other third party, with respect to the filing, obtaining or maintaining of such regulatory approvals or authorizations for the Territory for any Product.

(d) Certifications; Payments. Together with each Quarterly Report, Licensee shall (i) provide Gilead with a written certification of the accuracy of the contents of the Quarterly Report, signed by an appropriate Licensee senior officer and (ii) pay royalties due to Gilead for the calendar quarter covered by such Quarterly Report. Licensee shall provide Quarterly Reports to Gilead at the address set forth in Section 12.4 below. Licensee shall pay royalties to Gilead by wire transfer to the bank account indicated by Gilead.

(e) Quarterly Reports. In each Quarterly Report, Licensee shall provide Gilead with the following information: (i) any Drug Controller General of India export permits obtained by the Licensee for Product, including the quantity of Product exported, the final destination of the Product and the recipient of the Product; and (ii) any Central Drugs Standard Control Organization (CDSCO) No Objection Certificates (NOC) obtained by third parties for Product for which Licensee provided assistance, including the quantity of Product exported, the final destination of the Product and the recipient of the Product.

4.4 Payment Terms; Conversion. Licensee shall make all payments to Gilead in US Dollars within sixty (60) days following the end of each calendar quarter. With regard to sales in currencies other than US Dollars, conversion from local currency into US Dollars shall be in accordance with Licensee's normal and customary procedures, as reported in its audited financial statements.

4.5 Records. Licensee shall keep complete and accurate records of API and Product produced and sold in sufficient detail to enable Licensee to determine the amount of royalties due, the parties to whom Product or API was sold, and the countries in which sales occurred.

4.6 Audit. Gilead has the right to engage an independent public accountant to perform, on no less than thirty (30) days' advance notice to Licensee, an audit, conducted in accordance with generally accepted auditing standards, of such books and records of Licensee that are deemed necessary by such public accountant to report amounts of API and Product produced, gross sales, Net Sales for the periods requested and accrued royalties. Gilead will bear the full cost of any such audit unless such audit discloses a difference of more than five percent (5%) from the amount of royalties due. In such case, Licensee shall promptly pay Gilead any underpayment and shall bear the full cost of such audit. To the extent relevant to EVG, EVG Product, EVG Combination Product, or TAF Quad, Gilead will have the right to disclose such audit results to Japan Tobacco.

4.7 Interest. Any amount payable hereunder by Licensee, which is not paid when due in accordance this Section 4, shall bear a pro rata monthly interest rate of one percent (1%) subject to any necessary approvals that may be required.

4.8 Taxes

(a) Withholding Taxes. Licensee shall promptly pay the withholding tax for and on behalf of Gilead to the proper governmental authority and shall promptly furnish Gilead with the tax withholding certificate furnished by the Licensee. Licensee shall be entitled to deduct the withholding tax actually paid from such payment due Gilead. Each party agrees to assist the other party in claiming exemption from such withholdings under double taxation or similar agreement or treaty from time to time in force and in minimizing the amount required to be so withheld or deducted.

(b) Other Taxes. Except as provided in this Section 4.8, all taxes or duties in connection with payments made by Licensee shall be borne by Licensee.

4.9 Royalty Term. Royalty payments shall be paid to Gilead by Licensee on a Product-by-Product and country-by-country basis starting on the date of the first commercial sale of a Product in a country and continuing until the last to occur of the following: (a) the expiration or abandonment of the last-to-expire Patent containing a valid claim covering the manufacture, use, import, offer for sale or sale of API or Product in such country; and (b) the date of expiration or abandonment of the last-to-expire Patent containing a valid claim covering the manufacture, use, import, offer for sale or sale of API

or the Product in the country(ies) in which such Product is manufactured (the "**Royalty Term**"). Notwithstanding the foregoing, the Royalty Term for any Product will not extend beyond the date on which all patents and patent applications covering such Product (or the API contained therein) in the United States expire.

5. **Intellectual Property**

5.1 Maintenance of Patents. Gilead (or, where applicable, Japan Tobacco) shall not be obligated to maintain or enforce the Patents.

5.2 Cooperation. If either party becomes aware of a suspected infringement of any Patent or the occurrence of any prohibited activity described in 7.2(a)(i)-(ix), such party will notify the other party promptly, and following such notification, the parties will confer. Gilead (except in the case of Patents relating to EVG, EVG Product, EVG Combination Product or TAF Quad that are subject to the Japan Tobacco Agreement and controlled by Japan Tobacco) will have the right, but not the obligation, to bring an infringement or other action at its own expense, in its own name, and entirely under its own direction and control. Licensee will reasonably assist Gilead (or, where applicable, Japan Tobacco) in such actions or proceedings if so requested, and will lend its name to such actions or proceedings if required by law in order for Gilead (or Japan Tobacco) to bring such an action.

5.3 Reporting of Improvements. Licensee shall provide Gilead with an annual report, in writing and in reasonable detail that sets forth any Improvements, including any patent applications claiming Improvements. Licensee shall transfer to Gilead, upon request by Gilead and at Gilead's expense, any know-how owned or controlled by Licensee relating to such Improvements. Any failure to report any such Improvements to Gilead in accordance with the terms of this Agreement shall constitute a breach of this Agreement and shall provide Gilead with the right to terminate this Agreement pursuant to Section 10.2. Gilead shall not transfer any Improvements obtained from Licensee to any third party, provided, however, that (a) Gilead may transfer Improvements to Gilead's own Affiliates and suppliers, provided such Affiliates and suppliers utilize such Improvements solely for the benefit of Gilead and/or Japan Tobacco, and (b) Gilead may transfer Improvements relating to EVG, EVG Product, EVG Combination Product, or TAF Quad to Japan Tobacco in accordance with the Japan Tobacco Agreement for use solely for the benefit of Japan Tobacco, including the transfer and use of such Improvements to Japan Tobacco's suppliers for the benefit of Japan Tobacco. For clarity, Improvements (including EVG Improvements) relating to Pediatric Formulations will remain subject to Section 6.2(e).

5.4 Trademarks

(a) Any Product offered for sale or sold under this Agreement shall have a trade dress, including a distinct color, shape and trade name different from and not likely to be confused with, any product sold by or on behalf of Gilead and, where applicable, the comparable product sold by Japan Tobacco. Licensee's non-performance of

the obligations set forth in this Section 5.4(a) shall constitute a material breach of Licensee's material obligations under this Agreement.

(b) Licensee shall provide to Gilead, prior to any regulatory submissions for any Product, or selling or offering for sale any Product, samples of the Product and any packaging, labeling information or marketing materials (including, but not limited to, advertisement and promotional materials) to be used with the Product. Gilead shall have the right to review and approve the trademark and trade dress for such Product and its packaging to determine if such Product or its packaging is likely to be confused with Gilead's trade dress and trademarks, consistent with the requirements set forth in Section 5.4(a). If Gilead reasonably objects to the trade dress or other aspects of the Product or product packaging based on the requirements set forth in Section 5.4(a), the parties shall discuss in good faith Gilead's concerns and Licensee agrees to make such modifications to the Product or packaging as are necessary to address Gilead's concerns.

5.5 Technology Transfer. Licensee acknowledges that as of the Amended and Restated Effective Date Gilead has made the one-time technology transfers available to Licensee, whether directly or through MPP, of know-how owned or controlled by Gilead relating to the manufacture of TAF, EVG, COBI, TAF Product, EVG Product, COBI Product, and TAF Quad, in each case as described in Appendix 3 hereto. Additionally, during the term of this Agreement, within ninety (90) days following Gilead's receipt of marketing approval from the FDA for a Product containing BIC, Gilead will make a one-time technology transfer available to Licensee of know-how owned or controlled by Gilead relating to the manufacture of BIC and such Product to the extent and in the manner specified in Appendix 3 hereto.

With respect to each of the foregoing technology transfers, Licensee shall notify Gilead of its desire to receive such technology transfer within the time period therefor, and following receipt of such notice Gilead will promptly make the applicable technology transfer. If Licensee does not notify Gilead of its desire to receive a particular technology transfer within the time period therefor, then Gilead will be under no obligation to make such technology transfer. Gilead shall have no further obligation to transfer any other know-how under this Agreement.

6. Manufacturing and Commercialization of Product

6.1 Promotion of Sales in the Territory. The parties hereto agree that an important purpose of this Agreement is to increase patient access to the Products within the Territory. Except as otherwise provided in this Agreement (including Section 5.4 above), Licensee shall have the sole discretion to manage its own commercial strategy to promote and sell the Product in the Territory, *provided*, *however,* that Licensee shall not engage in activities that are inconsistent with the first sentence of this Section 6.1. By means of example and without limitation, Licensee agrees that Licensee shall not accept patient orders that Licensee does not have the capacity to fill, and shall not obtain API or Product without having the means, either directly or through the use of permitted third parties, to

manufacture such API into Product and/or distribute such Product to patients within the Territory.

6.2 Manufacturing Requirements

(a) Minimum Standards. Licensee agrees that it shall manufacture API and Product in a manner consistent with (i) the applicable Indian manufacturing standards;
(ii) either World Health Organization ("**WHO**") pre-qualification standards, standards of the European Medicines Agency ("**EMA**"), or United States Food and Drug Administration ("**FDA**") tentative approval standards ("**Minimum Quality Standards**"); and (iii) on a country-by-country basis, any applicable national, regional or local standards as may be required by the specific country where Product is sold. In addition, Licensee and its permitted Affiliate sublicensees shall meet the Minimum Quality Standards with respect to a particular Product prior to Licensee's and its permitted Affiliate sublicensees' sale of such Product to any country within the Territory.

(b) Audit Right. Licensee hereby agrees to allow Gilead reasonable access to Licensee's books and records, facilities and employees solely for the purpose and to the extent required for Gilead to audit Licensee's compliance with the requirements of this Section 6.2 and solely with respect to the API and Products licensed hereunder. Gilead agrees that it shall limit its access to Licensee's employees to the extent required to conduct the audit and that such employees shall not be required to disclose to Gilead information that is subject to obligations of confidentiality with third parties unless such third parties have provided consent for such disclosure. Gilead agrees to provide at least thirty (30) days prior notice of the proposed audit, and agrees that such audits shall not be conducted more than once a year unless circumstances outside the ordinary course of business warrant such an audit (such as an investigation or other government action). To the extent any such audit relates to EVG, EVG Product, EVG Combination Product, or TAF Quad, Gilead will have the right to share reports from any such audit with Japan Tobacco.

(c) Remedy for Failure. If Licensee fails at any time to meet the Minimum Quality Standards with respect to the manufacture of API or Product, Gilead may elect, in its sole discretion and notwithstanding Section 10.2 or 10.3 hereof, to suspend the effectiveness of the licenses granted hereunder until such time Gilead has determined that Licensee has corrected any such failure to Gilead's reasonable satisfaction. During any such suspension, Gilead and Licensee shall coordinate with each other to provide for the supply of API or Product, as appropriate, to ensure that end-user patient requirements are not disrupted as a result of such suspension.

(d) Dose Requirements. All TAF Product, TAF Combination Product, EVG Product, COBI Product, EVG Combination Product, COBI Combination Product, BIC Product, BIC Combination Product, and TAF Quad manufactured, used or sold by Licensee shall consist of single dose concentrations of TAF, EVG, COBI, and/or BIC, that are the same as the dose concentration for such agent that has been approved by the FDA. Licensee agrees that it shall not manufacture or sell Products (including Combination Products) formulated at a single dose concentration other than those dose concentrations

approved by the FDA for such agents (each an "**Alternate Dosage**"), without prior written consent from Gilead, provided, however, that in the case of TAF, COBI, and BIC, Licensee may manufacture or sell TAF Product, TAF Combination Product, COBI Product, COBI Combination Product, BIC Product, or BIC Combination Product consisting of an Alternate Dosage if such Alternate Dosage has been approved for use in the Field by the appropriate regulatory authority having jurisdiction over such Product.

(e) Pediatric Formulations. Licensee agrees to use reasonable efforts to develop a TAF Product, TAF Combination Product, EVG Product, EVG Combination Product, COBI Product, COBI Combination Product, BIC Product, or BIC Product Combination, as either a liquid or dispersible tablet formulation for use in pediatric patients less than 12 years of age (each, a "**Pediatric Formulation**"), provided, however, that with respect to EVG Product and EVG Combination Product, Licensee agrees not to develop any such Pediatric Formulation without Gilead's prior written consent, not to be unreasonably withheld. Licensee may seek regulatory approval for Pediatric Formulations anywhere in the Territory.

(i) If Licensee is granted regulatory approval to market such Pediatric Formulation, then Licensee will use reasonable efforts to make such Pediatric Formulation available (A) if such Pediatric Formulation is a TAF Product or TAF Combination Product, throughout the TAF Territory, (B) if such Pediatric Formulation is a COBI Product or a COBI Combination Product, throughout the COBI Territory, or (C) if such Pediatric Formulation is an EVG Product or EVG Combination Product, throughout the EVG-TAF Quad Territory, or (D) if such Pediatric Formulation is a BIC Product or BIC Combination Product, throughout the BIC Territory (for purposes of this Section 6.2(e), "**Licensee's Applicable Territory**"). Gilead would agree to waive any royalty Gilead otherwise would be entitled to receive for sale of such Pediatric Formulation pursuant to Section 4.1, provided such Pediatric Formulation is sold for use in pediatric populations under age 12 and not in adult populations.

(ii) Licensee will further agree either to license such Pediatric Formulation to Gilead or to other Licensed Product Suppliers or to manufacture and supply such Pediatric Formulation to one or more Gilead Distributors for sale (a) in territories that either are outside the scope of Licensee's Applicable Territory but within the scope of the licensed territory of such designated Licensed Product Supplier or Gilead Distributor, or
(b) in territories that are within Licensee's Applicable Territory but in which Licensee is not able to make such Pediatric Formulation available. Licensee will be entitled to receive compensation for any such license or sale of such Pediatric Formulation to Gilead, a Licensed Product Supplier or Gilead Distributor that would be commensurate with (and not in excess of) the compensation Licensee would receive if Licensee itself sold such Pediatric Formulation in Licensee's Applicable Territory.

(iii) If Gilead, in its sole discretion, is interested in pursuing the regulatory approval or marketing of such Pediatric Formulation in countries outside Licensee's Applicable Territory, or in facilitating access to such Pediatric Formulation to countries within Licensee's Applicable Territory where Licensee has not made such

Pediatric Formulation available, then Gilead and Licensee will negotiate a separate agreement relating to such Pediatric Formulation, with such agreement including appropriate compensation for Licensee for such Pediatric Formulation. Gilead shall have the right to sublicense such Pediatric Formulation to Japan Tobacco for use in Japan in accordance with the Japan Tobacco Agreement.

6.3 Regulatory Filings and Inspections. Except as provided otherwise herein, Licensee shall be responsible for obtaining and maintaining all applicable regulatory or other approvals or authorizations to carry out its activities in the Territory as set forth in this Agreement. Gilead may, in its discretion, elect to file for regulatory or other approval or authorization to make and sell API and Product anywhere in the Territory. Upon either party's request, the other party shall provide non-proprietary data that the other party believes is reasonably necessary to obtain any such approvals, authorizations, permits or licenses. Licensee shall obtain, have and maintain all required registrations for its manufacturing facilities. Licensee shall allow appropriate regulatory authorities to inspect such facilities to the extent required by applicable law, rule or regulation. Gilead agrees to provide Licensee with NCE Exclusivity, or other regulatory exclusivity, waivers as may be required by the applicable regulatory authorities in order to manufacture or sell Product in the Territory, provided such manufacture and sale by Licensee is compliant with the terms and conditions of this Agreement. Licensee agrees not to pursue or obtain regulatory exclusivity on any Product in any country within the Territory.

6.4 Marketing Materials. Any marketing materials (including, but not limited to, advertisement and promotional materials) used by Licensee and its Third-Party Resellers shall not contain any misstatements of fact, shall be fully compliant with the applicable laws, rules and regulations, and shall be distinct from, and not cause any confusion with, any marketing materials or Products used or sold by Gilead, or any marketing materials or products sold by Japan Tobacco. Any statements made in such marketing materials regarding Gilead, including without limitation statements made in reference to Licensee's collaboration with Gilead, shall require Gilead's prior written approval.

6.5 Product Labeling. Licensee shall expressly state on the labeling of all Products sold or offered for sale under this Agreement that the Product "is manufactured under a license from Gilead Sciences. Inc."

6.6 Safety Reporting.

(a) Licensee is responsible for all single and periodic reporting to all applicable regulatory authorities for the Products manufactured by or on behalf of Licensee under the Agreement.

(b) Licensee is responsible for all pharmacovigilance activities with respect to such Products, including but not limited to all associated signal detection, risk management and product labelling requirements.

(c) In the event Licensee receives an individual case safety report associated with any Gilead proprietary product, Licensee agrees to forward such reports to Gilead at E-Mail: SafetyFC@gilead.com Fax: +1-650-522-5477.

(d) Licensee will forward details of any confirmed safety signals or emerging safety issues relating to Products manufactured by or on behalf of Licensee under this Agreement and any supporting documentation to the risk management contact at Gilead: Neda.Shokrai@gilead.com.

7. **Representations, Warranties and Covenants**

7.1 Ability to Perform. Gilead and Licensee each represent and warrant that

(a) they are duly organized, validly existing and in good standing under the laws of the jurisdiction of their incorporation and have full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

(b) this Agreement has been duly executed and delivered, and constitutes a legal, valid, binding obligation, enforceable against it in accordance with the terms hereof; and

(c) the execution, delivery and performance of this Agreement does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it is bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over such party.

7.2 Diversion of Product and Technology.

(a) Licensee covenants and agrees that Licensee and its Affiliates shall not, and shall require its Distributors and Third Party Resellers not to: (i) divert or allow the diversion of API outside of India, China, or South Africa, or to third parties that do not constitute Licensed Product Suppliers, (ii) divert or allow the diversion of TAF Product or TAF Combination Product, outside the TAF Territory, (iii) divert or allow the diversion of COBI Product or COBI Combination Product outside the COBI Territory, (v) divert or allow the diversion of EVG Product, EVG Combination Product or TAF Quad outside the EVG-TAF Quad Territory, (vi) divert or allow the diversion of BIC Product or BIC Combination Product, outside the BIC Territory, (vii) divert or allow the diversion of Licensed Technology to any third party, except as expressly permitted under this Agreement, (viii) take any action that Gilead determines in good faith to be in furtherance of the activities described in clauses (i) - (vii), or (ix) assist or support, directly or indirectly, any third party in the conduct of the activities described in clauses (i) - (viii). The parties agree that it shall not be a breach of Section 3.1 or this Section 7.2 for Licensee or its Affiliate to file marketing approval applications for any Product in a country outside of the Territory, or for Licensee or its Affiliate to provide developmental quantities of API or Product in support of such marketing approval applications or a third party's application for marketing approval, in each case, as required by applicable regulatory authorities in

such country, it being understood that this provision shall not be construed as expressly or implicitly granting Licensee any right or license under any Gilead intellectual property right beyond the licenses granted in Section 2 of this Agreement or otherwise providing any authorization by Gilead to do so, and does not constitute a waiver of any rights of Gilead under law that it may have to contest the filing or granting of such marketing approval applications.

(b) Damages. In the event (i) any Product is diverted (x) by Licensee or its Affiliate sublicensees, or (y) by another party with the assistance of the Licensee or its Affiliate sublicensees, in each case to any country outside the Territory in any manner described in Section 7.2(a), and (ii) a patent covering such Product has been granted in such country or in the country(ies) outside the Territory in which such Product is manufactured (collectively the circumstance described by clause (i) and (ii), a "**Diversion Event**"), then in addition to any other remedies Gilead may be entitled to at law or in equity, Gilead shall be entitled to injunctive relief and to receive lost profits associated with the Diversion Event, which such lost profits will be determined by taking into consideration the following factors: (1) the quantity of Product that is the subject of such Diversion Event; (2) the average profit Gilead receives from its sale of such Product in the country(ies) outside the Territory into which such Product was sold or otherwise transferred; and (3) any erosion in Gilead's market share in such country(ies) outside the Territory as a result of such Diversion Event.

7.3 Access Promotion. Licensee covenants and agrees that it shall not engage in activities that are contrary to the goal of promoting patient access to Product to satisfy unmet medical needs within the Territory.

7.4 Compliance

(a) General. Licensee covenants and agrees that it shall perform all activities under this Agreement in accordance with all applicable laws, rules, and regulations, including, without limitation, with respect to privacy, data protection, recalls, safety and reporting requirements and shall obtain, have and maintain all necessary regulatory approvals (including in India), marketing authorizations, permits and licenses, at Licensee's expense for the manufacture and sale of the API and/or Product and any other Licensee activities contemplated under this Agreement.

(b) FCPA and UK Bribery Act. Licensee covenants and agrees that neither the Licensee, nor any of its Affiliates, nor any of their respective directors, officers, employees or agents (all of the foregoing, including Affiliates collectively, "**Licensee Representatives**") has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended (such act, including the rules and regulations thereunder, the "**FCPA**"), the U.K. Bribery Act of 2010 ("**Bribery Act**"), or any other applicable anti-bribery or anticorruption laws, rules or regulations (collectively with the FCPA and the Bribery Act, the "**Anticorruption Laws**"). Licensee covenants and agrees that Licensee and Licensee Representatives have conducted and will conduct their businesses in compliance with the Anticorruption Laws.

Licensee covenants and agrees that it shall provide to Gilead on the Amended and Restated Effective Date and within thirty (30) days after the beginning of each calendar year thereafter, certification in writing by Licensee of Licensee's compliance with the Anticorruption Laws.

(c) Conflicts. Neither party shall be required to take any action or perform any obligation under this Agreement to the extent that such action or obligation is in direct conflict with any applicable law, rule or regulation, provided, however, that both Licensee and Gilead are in agreement regarding (i) the requirements of such law, rule or regulation, and (ii) the affect that such law, rule or regulation has on such action or obligation required under this Agreement.

7.5 Patent Infringement. Licensee covenants and agrees that it shall not infringe the Patents outside the scope of the licenses granted to it pursuant to Section 2, and shall not infringe the Emtricitabine Patents outside the scope of the covenant not to sue set forth in Section 7.6.

7.6 Covenant Concerning Certain Gilead Patents. Gilead covenants and agrees that it shall not, at any time during the term of this Agreement, bring any claim or proceeding of any kind or nature against Licensee in relation to any of the pending and issued patents identified in Appendix 4 hereto (the "**Emtricitabine Patents**") to the extent that Licensee decides to make, use, sell, have sold and export any Product in the Territory that may infringe any claims covering the manufacture, use and sale of emtricitabine contained in such Emtricitabine Patents.

7.7 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, GILEAD DOES NOT GIVE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT IN THE TERRITORY. Gilead also does not give any warranty, express or implied, with regard to the safety or efficacy of API or the Product and it shall be the sole responsibility of the Licensee to ensure such safety or efficacy.

8. **Liability and Indemnity**

8.1 Licensee Indemnity. Licensee shall indemnify, hold harmless and defend Gilead, and its subsidiaries, licensors, directors, officers, employees and agents (together, the "**Gilead Indemnitees**"), from and against any and all losses, damages, expenses, cost of defense (including, without limitation, attorneys' fees, witness fees, damages, judgments, fines and amounts paid in settlement) and any amounts a Gilead Indemnitee becomes legally obligated to pay because of any claim against it (i) arising out of any breach by Licensee of the terms and conditions of this Agreement, or (ii) for any product liability, liability for death, illness, personal injury or improper business practice, or any other statutory liability or any other liability under any law or regulation, to the extent that such claim or claims are due to reasons caused by or on behalf of Licensee related to API or Product (including, without limitation, its manufacture, use or sale of API or Product). The

indemnification obligations of Licensee stated in this Section 8.1 shall apply only in the event that Gilead provides Licensee with prompt written notice of such claims, grants Licensee the right to control the defense or negotiation of settlement (using counsel reasonably approved by Gilead), and makes available all reasonable assistance in defending the claims. Licensee shall not agree to any final settlement or compromise with respect to any such claim that adversely affects Gilead without obtaining Gilead's consent.

8.2 Product Liability. Licensee shall be solely responsible in respect of any product liability or any other statutory liability under any regulation, in respect of API or the Product.

8.3 Gilead Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL GILEAD BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS OR PROFITS) RELATED TO THIS AGREEMENT, AND SHALL NOT HAVE ANY RESPONSIBILITIES OR LIABILITIES WHATSOEVER WITH RESPECT TO API OR PRODUCT, EVEN IF, IN ANY SUCH CASE, ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS, REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY WHETHER UNDER CONTRACT LAW, TORT LAW (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY, STATUTE, WARRANTY OR OTHERWISE.

9. Insurance

Within thirty (30) days prior to the first commercial launch by Licensee of a Product, and each year thereafter for so long as this Agreement is in effect, Licensee shall provide to Gilead certificates of insurance by insurers acceptable to Gilead evidencing public liability coverage in India, including products liability, with a combined limit of no less than one million dollars ($1,000,000.00) for bodily injury, including personal injury, and property damage. Gilead shall have the right to provide any such certificate to Japan Tobacco. Coverage with respect to public liability will be in India and will be global under product liability policy, and shall name Gilead and Japan Tobacco as additional insureds. Licensee shall not cancel any such policy without at least sixty (60) days prior written notice to Gilead, and agrees that such policy shall be maintained (or have an extended reporting period) of at least seven (7) years after the termination of this Agreement.

10. Term and Termination

10.1 Term. This Agreement shall enter into force upon the Amended and Restated Effective Date and, unless earlier terminated as provided herein, shall continue until the expiration of the Royalty Term. Upon expiration of the Royalty Term (but not the earlier termination of this Agreement), and with respect to a particular Product in a particular country in the Territory, subject to the terms and conditions herein with respect

to such Product and such country, the license and sublicense granted in Section 2 to Licensee shall become a perpetual, irrevocable, fully paid-up, royalty free license under the Licensed Know-How to develop, make, have made, use, sell, have sold, offer for sale, import and distribute such Product in the Field in such country.

10.2 Termination for Breach. A party ("non-breaching party") shall have the right to terminate this Agreement in the event the other party ("breaching party") is in material breach of any of its material obligations under this Agreement. The non-breaching party shall provide written notice to the breaching party. The breaching party shall have a period of thirty (30) days after such written notice is provided to cure such breach. If such breach is not cured within the thirty day period, this Agreement shall effectively terminate.

10.3 Gilead Right to Terminate

(a) Gilead shall have the right to terminate this Agreement and/or one or both of the licenses granted pursuant to Section 2.1 or Section 2.2 (whether or not such event constitutes a right of termination pursuant to Section 10.2), immediately if in the reasonable opinion of Gilead, control (through ownership or otherwise) of Licensee changes.

(b) Gilead shall have the right to terminate this Agreement and/or one or both of the licenses granted pursuant to Section 2.1 or Section 2.2 and/or the covenant contained in Section 7.6 (whether or not such event constitutes a right of termination pursuant to Section 10.2), if:

(i) Gilead determines in good faith that (A) a material quantity of API made or sold by Licensee has been diverted outside of South Africa, China, or India, or to third parties that are not Licensed Product Suppliers, (B) Product made and/or sold by Licensee has been diverted to countries outside the Territory, whether or not by any fault or action or inaction of Licensee, or (C) any of the prohibited activities described in Section 7.2(a)(i)-(ix) has occurred;

(ii) Gilead determines in good faith that, due to material deficiencies in Licensee's compliance, or repeated failure to comply, with the Minimum Quality Standards, Licensee is unable to reliably and consistently manufacture API or Product in accordance with the Minimum Quality Standards; or

(iii) Gilead determines in good faith that Licensee has obtained
(x) material quantities of API from sources outside of India, China, or South Africa, or in ways that are inconsistent with the terms and conditions of Section 3; or

(iv) Gilead's rights to EVG terminate due to the termination of the Japan Tobacco Agreement, provided, however, that in such event, such termination would only apply on a Product-by-Product basis and with respect to Products containing

EVG that are subject to the sublicense granted by Gilead under the Japan Tobacco Agreement.

Gilead shall give Licensee written notice of any such event and provide Licensee with a period of thirty (30) days after such notice to demonstrate that the conditions giving rise to Gilead's determination no longer exist to Gilead's reasonable satisfaction. If Licensee is unable to do so, this Agreement shall be terminated effective upon the thirtieth (30th) day following such notice.

(c) (i) For clarity, and notwithstanding anything to the contrary in this Agreement, with respect to a particular Product, and on a Product-by-Product and country-by-country basis, if there is no Product Patent owned or controlled by Gilead (or its Affiliates) in India and a particular country outside of the Territory, and if there is no reasonable possibility of obtaining such a Product Patent within a reasonable period of time (for example, through pending patent applications, the filing of patent applications, or by legal action (including appeals)) in India and such country outside of the Territory, it shall not be deemed to be a breach of this Agreement for Licensee to supply such Product in such country and Licensee shall not be obligated to pay Gilead any royalty therefor; provided that Licensee obtained applicable regulatory approval in such country.

(ii) Similarly, on an API-by-API and Product-by-Product basis, it shall not be deemed to be a breach of the Agreement for Licensee: (x) to manufacture API in any country where there is no Product Patent owned or controlled by Gilead (or its Affiliates) covering such API in such country, and there is no reasonable possibility of obtaining such a Product Patent within a reasonable period of time (for example, through pending patent applications, the filing of patent applications, or by legal action (including appeals)) in such country; (y) to sell such API referred to in clause (x) of this Section 10.3(c)(ii) in any country where there is no Product Patent owned or controlled by Gilead (or its Affiliates) covering such API in such country, and there is no reasonable possibility of obtaining such a Product Patent within a reasonable period of time (for example, through pending patent applications, the filing of patent applications, or by legal action (including appeals)) in such country; or (z) to manufacture and/or sell Product incorporating such API referred to in clause (x) of this Section 10.3(c)(ii) in any country where there is no Product Patent owned or controlled by Gilead (or its Affiliates) covering such Product (or the API contained therein) in such country, and there is no reasonable possibility of obtaining such a Product Patent within a reasonable period of time (for example, through pending patent applications, the filing of patent applications, or by legal action (including appeals)) in such country.

(d) For further clarity, and notwithstanding anything to the contrary in this Agreement, it shall not be deemed to be a breach of the Agreement for Licensee to supply an API or Product outside the Territory into a country where: (i) the government of such country has issued a Compulsory License relating to such API or Product allowing for the importation of such API or Product into such country, provided that Licensee's supply of Product or API into such country is solely within the scope and geographic range of such Compulsory License and only for the duration that such Compulsory License is in effect;

and/or (ii) the Government of India has issued a Compulsory License allowing for the export of an API or Product from India and into such country, provided that: (Y)(1) there are no Product Patents owned or controlled by Gilead (or its Affiliates) issued in such country or (2) a Compulsory License has also been issued by the relevant authorities of such country; and (Z) Licensee's supply of Product or API into such country is solely within the scope and geographic range of the Compulsory License issued by the Government of India, and only for the duration that such Compulsory License is in effect.

10.4 Licensee Right to Terminate. Licensee will have the right to terminate this Agreement for its convenience on an API-by-API basis upon thirty (30) days prior written notice to Gilead. Any written notice given under this Section 10.4 shall expressly identify the API(s) for which Licensee desires to terminate its license from Gilead (each, a "**Terminated API**"). In the event of any such termination, with respect to any such Terminated API, and in each case subject to Section 10.7, the following terms shall apply as of the effective date of termination for such API (the "**API Termination Date**").

(a) All licenses granted by Gilead under this Agreement with respect to such Terminated API, and any other rights granted by Gilead with respect to such Terminated API, including without limitation Gilead's obligation to make a technology transfer available with respect to such API pursuant to Section 5.5 (to the extent such technology transfer has not already occurred), shall terminate and all Sections of this Agreement shall be interpreted to exclude such Terminated API therefrom.

(b) All licenses granted by Gilead under this Agreement with respect to any product containing such Terminated API, and any other rights granted by Gilead with respect to such product(s), shall terminate and all Sections of this Agreement shall be interpreted to exclude such product(s) therefrom. For the avoidance of doubt (i) any termination by Licensee of its license to TAF pursuant to this Section 10.4 shall in turn terminate Licensee's rights and licenses under all Patents that claim TAF (alone or in combination with any other compounds) to manufacture, sell, use, export or import any Product that contains TAF; (ii) any termination by Licensee of its license to COBI pursuant to this Section 10.4 shall in turn terminate Licensee's rights and licenses under all Patents that claim COBI (alone or in combination with any other compounds) to manufacture, sell, use, export or import any Product that contains COBI; (iii) any termination by Licensee of its license to EVG pursuant to this Section 10.4 shall in turn terminate Licensee's rights and licenses under all Patents that claim EVG (alone or in combination with any other compounds) to manufacture, sell, use, export or import any Product that contains EVG and (iv) any termination by Licensee of its license to BIC pursuant to this Section 10.4 shall in turn terminate Licensee's rights and licenses under all Patents that claim BIC (alone or in combination with any other compounds) to manufacture, sell, use, export or import any Product that contains BIC.

(c) For the avoidance of doubt, (i) nothing set forth in this Section 10.4 shall limit Licensee's ability to manufacture and sell any API for which it retains a license under this Agreement in combination with any other active pharmaceutical ingredient(s), including without limitation a Terminated API, provided that (Y) Licensee has the legal

right to manufacture and sell such other active pharmaceutical ingredient and products containing such other active pharmaceutical ingredient within the applicable country(ies) within the Territory and (Z) such manufacture and/or sale is in compliance with the licenses, rights and obligations granted herein, including without limitation Section 2.5(c); and (ii) Licensee will have no obligation to pay Gilead any royalties on Net Sales generated from any product containing a Terminated API and not containing any other API ("**Terminated Product**") after the API Termination Date.

(d) Termination of any license with respect to any API under this Section 10.4 shall not relieve Licensee of any obligation accruing on or prior to the API Termination Date therefor, including the obligation to pay royalties pursuant to Article 4 on Net Sales of any Product sold prior to the API Termination Date. Upon termination of all API licensed to Licensee under this Agreement, this Agreement shall be deemed terminated in its entirety pursuant to Section 10.4. Nothing set forth in this Section 10.4 shall be deemed a waiver by Gilead to enforce any Patent or any other intellectual property right owned or controlled by Gilead against Licensee for any activities Licensee may undertake with respect to any Terminated API or Terminated Product after any such API Termination Date.

10.5 Insolvency. In the event that Licensee becomes insolvent, makes an assignment to the benefit of creditors, or has a petition in bankruptcy filed for or against it, Gilead shall have the right to treat such event as a material breach.

10.6 Waiver. The waiver by either party of any breach of any term or condition of this Agreement shall not be deemed a waiver as to any subsequent or similar breach.

10.7 Survival. On a Product-by-Product and API-by-API basis, Sections 1, 2.4 (with respect to Improvements developed prior to the effective date of expiration or termination), 2.6(b), 4.3 (with respect to API and Product manufactured and/or sold prior to the effective date of expiration or termination), 4.5 (for a period of 3 years following the effective date of expiration or termination), 4.6 (for a period of 3 years following the effective date of expiration or termination), 5.2 (solely with respect to the obligations set forth in the last sentence of Section 5.2), 5.3 (for a period of 1 year following the effective date of expiration or termination of the Agreement, and solely with respect to Improvements developed prior to the effective date of expiration or termination), 5.4(a), 6.2(e)(iii), 6.3, 7.2(b)(with respect to Products sold prior to such expiration or termination), 7.7, 8, 9, 10.1, 10.4(d), 10.6, 10.7, 11 and 12 shall survive (a) termination or expiry of this Agreement or (b) in the event Licensee terminates its license with respect to any API as provided in Section 10.4, the API Termination Date with respect to such Terminated API and Terminated Product; provided, however, that in the event of such a termination pursuant to this clause 10.7(b), (i) Sections 5.3 and 6.2(e)(iii) shall not survive with respect to such Terminated API or Terminated Product and (ii) Section 2.4 shall survive solely with respect to those Improvements relating to such Terminated API or Terminated Product first developed by Licensee prior to the API Termination Date therefor. Except as otherwise provided in this Section 10.7, all rights and obligations of the parties under this Agreement shall terminate upon the expiration or termination of this Agreement.

11. **Confidentiality and Publications**

11.1 Confidential Information. All information of proprietary nature, including technology and know-how ("**Confidential Information**"), disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") hereunder shall (a) be used solely and exclusively by the Receiving Party in a manner consistent with the licenses and rights granted hereunder; (b) be maintained in confidence by the Receiving Party; and (c) not be disclosed to any third party or used for any purpose except to exercise its rights and perform its obligations under this Agreement. The foregoing confidentiality obligations shall not apply if the Receiving Party can demonstrate by competent written evidence that such information: (i) is known by the Receiving Party at the time of its receipt and, not through a prior disclosure by the Disclosing Party, as documented by the Receiving Party's business records; (ii) is in the public domain other than as a result of any breach of this Agreement by the Receiving Party; (iii) is subsequently disclosed to the Receiving Party on a non-confidential basis by a third party who may lawfully do so; or (iv) is independently discovered or developed by the Receiving Party without the use of Confidential Information provided by the Disclosing Party, as documented by the Receiving Party's business records. Within thirty (30) days after any expiration or termination of this Agreement, Receiving Party shall destroy (and certify to the Disclosing Party such destruction) or return all Confidential Information provided by the Disclosing Party except as otherwise set forth in this Agreement. One (1) copy of the Confidential Information may be retained in the Receiving Party's files solely for archival purposes as a means of determining any continuing or surviving obligations under this Agreement. The confidential obligations under this Agreement shall survive this Agreement for a period of five (5) years. To the extent Gilead receives any Confidential Information from Licensee relating to EVG, EVG Product, EVG Combination Product or TAF Quad, Gilead will have the right to disclose such Confidential Information to Japan Tobacco, provided such disclosure remains subject to the obligations of confidentiality and non-disclosure set forth in the Japan Tobacco Agreement.

11.2 Press Release. Each party may disclose to third parties or make public statements, by press release or otherwise, regarding the existence of this Agreement, the identity of the parties, the terms, conditions and subject matter of this Agreement, or otherwise in reference to this Agreement, provided such disclosures or statements are accurate and complete with respect to the subject matter thereof and the information disclosed therein.

11.3 Use of Name. Except as provided for under Section 11.2, neither party shall use the other party's name, logo or trademarks for any purpose including without limitation publicity or advertising, except with the prior written consent of the other party. Licensee agrees not to use Japan Tobacco's name, logo or trademarks for any purpose except with the prior written consent of Japan Tobacco.

12. **Miscellaneous**

12.1 Agency. Neither party is, nor will be deemed to be, an employee, agent or representative of the other party for any purpose. Each party is an independent contractor, not an employee or partner of the other party. Neither party shall have the authority to speak for, represent or obligate the other party in any way without prior written authority from the other party.

12.2 Entire Understanding. This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous communications, representations or understandings, and agreements, whether oral or written, between the parties relating to the subject matter hereof. Gilead and Licensee hereby expressly agree that this Agreement amends and restates in its entirety the Original License Agreement as of the Amended and Restated Effective Date, and the terms of the Original License Agreement shall apply with respect to the period of time preceding the Amended and Restated Effective Date.

12.3 Severability. The parties hereby expressly state that it is not their intention to violate any applicable rule, law or regulation. If any of the provisions of this Agreement are held to be void or unenforceable with regard to any particular country by a court of competent jurisdiction, then, to the extent possible, such void or unenforceable provision shall be replaced by a valid and enforceable provision which will achieve as far as possible the economic business intentions of the parties. The provisions held to be void or unenforceable shall remain, however, in full force and effect with regard to all other countries. All other provisions of this Agreement shall remain in full force and effect.

12.4 Notices

(a) Any notice or other communication to be given under this Agreement, unless otherwise specified, shall be in writing and shall be deemed to have been provided when delivered to the addressee at the address listed below (i) on the date of delivery if delivered in person or (ii) three days after mailing by registered or certified mail, postage paid:

In the case of Gilead:

Gilead Sciences, Inc. 333 Lakeside Drive Foster City, CA 94404 U.S.A.
Attention: General Counsel Facsimile: (650) 522-5537

In the case of Licensee: [TBD]

(b) Either party may change its address for communications by a notice in writing to the other party in accordance with this Section 12.4.

12.5 Governing Law. This Agreement is made in accordance with and shall be governed and construed under the laws of England, without regard to its choice of law principles.

12.6 Arbitration

(a) All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators.

(b) Each party shall nominate one arbitrator. Should the claimant fail to appoint an arbitrator in the Request for Arbitration within thirty (30) days of being requested to do so, or if the respondent should fail to appoint an arbitrator in its Answer to the Request for Arbitration within thirty (30) days of being requested to do so, the other party shall request the ICC Court to make such appointment.

(c) The arbitrators nominated by the parties shall, within thirty (30) days from the appointment of the arbitrator nominated in the Answer to the Request for Arbitration, and after consultation with the parties, agree and appoint a third arbitrator, who will act as a chairman of the Arbitral Tribunal. Should such procedure not result in an appointment within the thirty (30) day time limit, either party shall be free to request the ICC Court to appoint the third arbitrator.

(d) London, England shall be the seat of the arbitration.

(e) The language of the arbitration shall be English. Documents submitted in the arbitration (the originals of which are not in English) shall be submitted together with an English translation.

(f) This arbitration agreement does not preclude either party seeking conservatory or interim measures from any court of competent jurisdiction including, without limitation, the courts having jurisdiction by reason of either party's domicile. Conservatory or interim measures sought by either party in any one or more jurisdictions shall not preclude the Arbitral Tribunal granting conservatory or interim measures. Conservatory or interim measures sought by either party before the Arbitral Tribunal shall not preclude any court of competent jurisdiction granting conservatory or interim measures.

(g) In the event that any issue shall arise which is not clearly provided for in this arbitration agreement the matter shall be resolved in accordance with the ICC Arbitration Rules.

12.7 Assignment. Gilead is entitled to transfer and assign this Agreement and the rights and obligations under this Agreement on prior notice to Licensee. Licensee is not entitled to transfer or assign this Agreement or the rights and obligations under this Agreement.

12.8 Amendment. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by both parties.

END OF PAGE
[signatures appear on following page]

[*] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated License Agreement as of the Amended and Restated Effective Date.

GILEAD:

Gilead Sciences, Inc.

By_____

Name:

Title:

LICENSEE:

By_____

Name:

Title:

Appendix 1
Countries in the TAF Territory, COBI Territory, and BIC Territory

1. Afghanistan
2. Angola
3. Anguilla
4. Antigua and Barbuda
5. Armenia
6. Aruba
7. Bahamas
8. Bangladesh
9. Barbados
10. Belarus
11. Belize
12. Benin
13. Bhutan
14. Bolivia
15. Botswana
16. British Virgin Islands
17. Burkina Faso
18. Burundi
19. Cambodia
20. Cameroon
21. Cape Verde
22. Central African Republic
23. Chad
24. Comoros
25. Congo, Rep
26. Congo, Dem. Rep. of the
27. Côte d'Ivoire
28. Cuba
29. Djibouti
30. Dominica
31. Dominican Republic
32. Ecuador
33. El Salvador
34. Equatorial Guinea
35. Eritrea
36. Ethiopia
37. Fiji Islands
38. Gabon
39. Gambia
40. Georgia
41. Ghana
42. Grenada
43. Guatemala
44. Guinea
45. Guinea-Bissau
46. Guyana
47. Haiti
48. Honduras
49. India
50. Indonesia
51. Jamaica
52. Kazakhstan
53. Kenya
54. Kiribati
55. Kyrgyzstan
56. Lao, People's Dem. Rep.
57. Lesotho
58. Liberia
59. Madagascar
60. Malawi
61. Malaysia
62. Maldives
63. Mali
64. Mauritania
65. Mauritius
66. Moldova, Rep. of
67. Mongolia
68. Montserrat
69. Mozambique
70. Myanmar
71. Namibia
72. Nauru
73. Nepal
74. Nicaragua
75. Niger
76. Nigeria
77. Pakistan
78. Palau
79. Papua NewGuinea
80. Phillipines
81. Rwanda
82. Saint Kitts and Nevis
83. Saint Lucia
84. Saint Vincent & the Grenadines
85. Samoa
86. São Tomé and Príncipe
87. Senegal
88. Seychelles
89. Sierra Leone
90. Solomon Islands
91. Somalia
92. South Africa
93. South Sudan
94. Sri Lanka
95. Sudan
96. Surinam
97. Swaziland
98. Syrian Arab Republic
99. Tajikistan
100. Tanzania, U. Rep. of
101. Thailand
102. Timor-Leste
103. Togo
104. Tonga
105. Trinidad and Tobago
106. Turkmenistan
107. Turks and Caicos
108. Tuvalu
109. Uganda
110. Ukraine
111. Uzbekistan
112. Vanuatu
113. Vietnam
114. Yemen
115. Zambia
116. Zimbabwe

Appendix 2
Patents

TDF Patents

(221) Title: NUCLEOTIDE ANALOGS

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
India	Pending	7/25/1997	2076/DEL/1997		

(230) Title: NUCLEOTIDE ANALOG COMPOSITION AND SYNTHESIS METHOD

SubCase	Status	Filing Date	Application No.	Patent No.	Issue Date
India	Pending	7/24/1998	896/DEL/2002		
India	Pending	7/24/1998	963/DEL/2002		
India	Pending	7/24/1998	1362/DEL/2004		
India	Granted	7/24/1998	2174/DEL/1998	190780	3/15/2004
Indonesia	Granted	7/23/1998	W-991548	7658	4/11/2002

(270) Title: COMPOSITIONS AND METHODS FOR COMBINATION ANTIVIRAL THERAPY

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
Armenia	Granted	1/13/2004	200501134	15145	6/13/2011
Eurasian Patent Organization	Published	1/13/2004	201100293		
Eurasian Patent Organization	Granted	1/13/2004	200501134	15145	6/13/2011
Kazakhstan	Granted	1/13/2004	200501134	15145	6/13/2011
Kazakhstan	Pending		200501134 (PTE Application)		
Kyrgyz Republic	Granted	1/13/2004	200501134	15145	6/13/2011
Kyrgyz Republic	Granted		200501134 (PTE Application)	15145	5/31/2012
Moldova	Granted	1/13/2004	200501134	15145	6/13/2011
Tajikistan	Granted	1/13/2004	200501134	15145	6/13/2011
Turkmenistan	Granted	1/13/2004	200501134	15145	6/13/2011
Turkmenistan	Pending		200501134 (PTE Application)		

(677) Title: A PHARMACEUTICAL COMPOSITION, A METHOD OF PREPARING THEREOF, AND A METHOD OF TREATING VIRAL DISEASES USING SAID COMPOSITION

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
Armenia	Granted	6/13/2006	200800033	17764	3/29/2013
Eurasian Patent Organization	Published	6/13/2006	201201265		
Eurasian Patent Organization	Granted	6/13/2006	200800033	17764	3/29/2013
India	Pending	6/13/2006	9661/DELNP/2007		
Kazakhstan	Granted	6/13/2006	200800033	17764	3/29/2013
Kyrgyz Republic	Granted	6/13/2006	200800033	17764	3/29/2013
Moldova	Granted	6/13/2006	200800033	17764	3/29/2013
South Africa	Granted	6/13/2006	2008/00297	2008/00297	4/28/2010
Tajikistan	Granted	6/13/2006	200800033	17764	3/29/2013
Turkmenistan	Granted	6/13/2006	200800033	17764	3/29/2013

TAF Patents

(249) Title: PRODRUGS OF PHOSPHONATE NUCLEOTIDE ANALOGUES AND METHODS FOR SELECTING AND MAKING SAME

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Granted	1200300003	7/20/2001	12393	12/29/2003
African Regional Industrial Property Organization	Granted	2003/002724	7/20/2001	AP 1466	9/22/2005
Anguilla	Granted	AI/A/2015/00173	7/20/2001	AI/A/2015/00173	11/2/2015
Congo, Democratic Republic of	Granted	NP/002/EXT/2016	7/20/2001	2016/4386	11/11/2016
Ethiopia	Granted	ET/PI/15/184	7/20/2001	135	5/25/2016
Eurasian Patent Organization	Granted	200300188	7/20/2001	4926	10/28/2004
Falkland Islands (Malvinas)	Granted		7/20/2001	15365	8/25/2015
Fiji	Published	1214	7/20/2001		
Grenada	Granted	7 of 2015	7/20/2001	7 of 2015	10/6/2015
Guyana	Published	1641	7/20/2001		
Haiti	Pending		7/20/2001		
India	Granted	9/MUMNP/2003	7/20/2001	208435	7/27/2007
India	Granted	00529/MUMNP/2006	7/20/2001	241597	7/14/2010
Indonesia	Granted	W-00200602129	7/20/2001	IDP0022897	2/20/2009
Indonesia	Granted	W-00200804005	7/20/2001	IDP000040148	2/15/2016

Indonesia	Granted W00200300261	7/20/2001 IDP0022911	2/20/2009
Jamaica	Pending 18/1/5695	7/20/2001	
Kiribati	Granted 14/15	7/20/2001 14/15	10/7/2015
Montserrat	Granted 1961695.2	7/20/2001 1301519	9/23/2015
Nepal	Pending 669	7/20/2001	
Seychelles	Granted 1301519	7/20/2001 1301519	5/25/2016
Sierra Leone	Pending EP1301519	7/20/2001	
Solomon Islands	Granted J37/371	7/20/2001 J37/371	3/3/2016
South Africa	Granted 2002/10271	7/20/2001 2002/10271	12/31/2003
Turks and Caicos Islands	Pending 10213	7/20/2001	
Tuvalu	Granted	2/25/2015 TVP1301519	1/6/2016
Vietnam	Granted 1-2002-01193	7/20/2001 8475	5/24/2010
Virgin Islands (British)	Granted 414/5/2015	7/20/2001 414/5/2015	12/1/2015

(872) Title: TENOFOVIR ALAFENAMIDE HEMIFUMARATE

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Granted	1201400057	8/15/2012	17070	6/29/2015
African Regional Industrial Property Organization	Granted	AP/P/2014/007437	8/15/2012	3639	3/31/2016
Bahamas	Granted	2441	8/15/2012	2441	6/19/2014
Bolivia	Pending	SP-0277-2012	8/15/2012		
Ecuador	Pending	SP-14-13206-PCT	8/15/2012		
El Salvador	Pending	E-4659-2014	8/15/2012		
Eurasian Patent Organization	Published	201490208	8/15/2012		
India	Pending	1012/DELNP/2014	8/15/2012		
Indonesia	Published	P00201400805	8/15/2012		
Moldova	Pending	A20140011	8/15/2012		
Pakistan	Pending	539/2012	8/15/2012		
Philippines	Granted	1-2014-500349	8/15/2012	1-2014-500349	2/29/2016
South Africa	Allowed	2014/00582	8/15/2012		
Thailand	Pending	1401000784	8/15/2012		
Vietnam	Pending	1-2014-00440	8/15/2012		

(877) Title: METHODS FOR PREPARING ANTI-VIRAL NUCLEOTIDE ANALOGS

Country	Status	Application No.	Filing Date	Patent No.	Issue Date

Bahamas	Granted	2455	10/3/2012	2455	6/24/2014
Bolivia	Granted	SP-0352-2012	10/3/2012	6385-B	11/26/2014
Ecuador	Published	IEPI-2014-74	10/3/2012		
El Salvador	Published	E-4696/2014	10/3/2012		
Eurasian Patent Organization	Allowed	201490753	10/3/2012		
India	Published	2953/DELNP/2014	10/3/2012		
Pakistan	Pending	671/2012	10/3/2012		

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(JF-0136) Title: COMPOUND AND METHOD OF USE

Country	Status	Application No.	Filing Date	Patent No.	
Bolivia	Pending	SP-230265	11/18/2003		
India	Granted	01316/CHENP/2004	11/20/2003	245833	2/3/2011
Indonesia	Granted	WO00200401542	11/20/2003	P0023507	6/1/2009
Nigeria	Granted	424/2003	11/19/2003	RP.15779	10/20/2004
Philippines	Granted	1-2004-500895	11/20/2003	1-2004-500895	8/20/2008
South Africa	Granted	2004/4537	11/20/2003	2004/4537	8/31/2005
Thailand	Pending	301004379	11/20/2003		
Vietnam	Granted	1-2004-00605	11/20/2003	1-0011884	10/7/2013

(JF-0179) Title: CRYSTALLINE FORM

Country	Status	Application No.	Filing Date	Patent No.	
Bolivia	Pending	SP-250121	5/19/2005		
India	Pending	357/CHENP/2010	5/19/2005		
Philippines	Granted	1-2006-502297	5/19/2005	1-2006-502297	11/19/2010
South Africa	Granted	2006/10647	5/19/2005	2006/10647	6/25/2008
Thailand	Pending	100718	5/19/2005		

(JF-0193) Title: MANUFACTURING PROCESS: ROUTE D AND F

Country	Status	Application No.:	Filing Date	Patent No.	Issue Date
India	Granted	5344/CHENP/2008	3/6/2007	258895	2/13/2014
India	Pending	532/CHENP/2014	3/6/2007		

(JF-0192) Title: MANUFACTURING PROCESS: ROUTE C AND E

Country	Status	Application No.	Filing Date	Patent No:	Issue Date

African Regional Industrial Property Organization	Granted	AP/P/2008/004621	3/6/2007	2914	5/5/2014
Eurasian Patent Organization	Granted	200870321	3/6/2007	17861	3/29/2013
Indonesia	Pending	W00200802860	3/6/2007	IDP0032077	10/22/2012
India	Granted	5341/CHENP/2008	3/6/2007	258747	2/4/2014
India	Pending	613/CHENP/2014	3/6/2007		
African Intellectual Property Organization (OAPI)	Granted	1200800317	3/6/2007	14280	3/31/2009
Vietnam	Granted	1-2008-02431	3/6/2007	14450	8/17/2015
South Africa	Granted	2008/07547	3/6/2007	2008/07547	11/25/2009

(718) Title: METHODS OF IMPROVING THE PHARMACOKINETICS OF HIV INTEGRASE INHIBITORS

Country	Status	Application No.	Filing Date	Patent No.	
Armenia	Granted	200801619	12/29/2006	18544	8/30/2013
African Regional Industrial Property Organization	Granted	AP/P/2008/004522	12/29/2006	AP2702	7/31/2013
Eurasian Patent Organization	Granted	200801619	12/29/2006	18544	8/30/2013
Eurasian Patent Organization	Published	201201496	12/29/2006		
Indonesia	Pending	W00201102461	12/29/2006		
Indonesia	Published	W00 2008 02128	12/29/2006		
India	Pending	6748/DELNP/2015	12/29/2006		
India	Pending	5576/DELNP/2008	12/29/2006		
Kyrgyz Republic	Granted	200801619	12/29/2006	18544	8/30/2013
Moldova	Granted	200801619	12/29/2006	18544	8/30/2013
African Intellectual Property Organization (OAPI)	Granted	1200800239	12/29/2006	14320	6/30/2009
Tajikistan	Granted	200801619	12/29/2006	18544	8/30/2013
Turkmenistan	Granted	200801619	12/29/2006	18544	8/30/2013
Vietnam	Pending	1-2008-01921	12/29/2006		
South Africa	Granted	2008/06222	12/29/2006	2008/06222	3/25/2009

(720) Title: PROCESS AND INTERMEDIATES FOR PREPARING INTEGRASE INHIBITORS

Country	Status	Application No.	Filing Date	Patent Number	Issue Date
Armenia	Granted	200900441	9/11/2007	22099	11/30/2015
African Regional Industrial Property Organization	Granted	AP/P/2009/004831	9/11/2007	AP3004	10/16/2014
Eurasian Patent Organization	Granted	200900441	9/11/2007	22099	11/30/2015

Indonesia	Published	W00200900634	9/11/2007		
Kyrgyz Republic	Granted	200900441	9/11/2007	22099	11/30/2015
Kazakhstan	Granted	200900441	9/11/2007	22099	11/30/2015
Moldova	Granted	200900441	9/11/2007	22099	11/30/2015
African Intellectual Property Organization (OAPI)	Granted	1200900070	9/11/2007	14458	9/30/2009
Thailand	Published	701004583	9/11/2007		
Tajikistan	Granted	200900441	9/11/2007	22099	11/30/2015
Turkmenistan	Granted	200900441	9/11/2007	22099	11/30/2015
Vietnam	Granted	1-2009-00636	9/11/2007	11932	10/22/2013
Vietnam	Granted	1-2012-01354	9/11/2007	14698	10/20/2015
South Africa	Granted	2009/01576	9/11/2007	2009/01576	2/24/2010

(746) Title: PROCESS AND INTERMEDIATES FOR PREPARING INTEGRASE INHIBITORS

Country	Status	Application No	Filing Date	Patent Number	Issue Date
African Regional Industrial Property Organization	Granted	AP/P/2010/005187	9/11/2008	AP 2785	10/31/2013
Eurasian Patent Organization	Granted	201070256	9/11/2008	19431	3/31/2014
Ecuador	Inactive	SP-10-10081	9/11/2008		
Indonesia	Published	W00201000759	9/11/2008		
India	Pending	1615/DELNP/2010	9/11/2008		
African Intellectual Property Organization (OAPI)	Granted	1201000093	9/11/2008	15058	
Thailand	Published	801004676	9/11/2008		
Vietnam	Granted	1-2010-00483	9/11/2008	10866	11/20/2012
South Africa	Granted	2010/02066	9/11/2008	2010/02066	12/29/2010

(903) Title: PROCESS AND INTERMEDIATES FOR PREPARING INTEGRASE INHIBITORS

Country	Status	Application No.	Filing Date	Patent No.
Eurasian Patent Organization	Allowed	201590018	8/1/2013	
India	Pending	1688/DELNP/2015	8/1/2013	

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(692) Title: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property	Granted	1200800450	9/30/2009	14409

Organization (OAPI)				
African Regional Industrial Property Organization	Granted	AP/P/2008/004720	9/30/2014	AP2985
Anguilla	Granted	AI/A/2015/00172	11/2/2015	AI/A/2015/00172
Armenia	Granted	200900155	11/28/2014	20489
Congo, Democratic Republic of	Pending	NP/004/EXT/2016		
Ethiopia	Granted	ET/PI/15/185	5/25/2016	134
Eurasian Patent Organization	Allowed	201270738		
Eurasian Patent Organization	Granted	200900155	11/28/2014	20489
Fiji	Published	1217		
Guyana	Published	1642		
Haiti	Pending			
India	Pending	10487/DELNP/2008		
Indonesia	Granted	W00200900061	8/12/2016	IDP00042227
Jamaica	Pending	18/1/5696		
Kazakhstan	Granted	200900155	11/28/2014	20489
Kiribati	Granted	13/15	10/7/2015	13/15
Kyrgyz Republic	Granted	200900155	11/28/2014	20489
Moldova	Granted	200900155	11/28/2014	20489
Montserrat	Granted		9/23/2015	3 of 2015
Nauru	Pending			
Nepal	Pending	894		
Seychelles	Granted	2049506	5/25/2016	2049506
Sierra Leone	Pending	EP2049506		
Solomon Islands	Granted	J37/370	2/10/2016	J37/370
South Africa	Pending	2008/10399		
Tajikistan	Granted	200900155	11/28/2014	20489
Thailand	Published	701003404		
Turkmenistan	Granted	200900155	11/28/2014	20489
Turks and Caicos Islands	Pending	10214		
Tuvalu	Granted		11/7/2015	TVP2049506
Vanuatu	Unfiled			
Vietnam	Pending	1-2009-00240		
Vietnam	Pending	1-2012-02702		
Virgin Islands (British)	Granted	415/6/2015	12/1/2015	415/6/2015

(719) Title: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Status	Application No.	Filing Date Patent No.
African Intellectual Property Organization (OAPI)	Granted	1200900273	6/30/2010 14749

African Regional Industrial Property Organization	Granted	AP/P/2009/004964	9/16/2014	AP2986
African Regional Industrial Property Organization	Granted	AP/P/2013/007042	11/30/2016	AP3915
Armenia	Granted	200901155	7/30/2014	19893
Eurasian Patent Organization	Granted	200901155	7/30/2014	19893
Fiji	Granted			
Indonesia	Granted	W00200902299	3/18/2015	IDP000038076
Kazakhstan	Granted	200901155	7/30/2014	19893
Kyrgyz Republic	Granted	200901155	7/30/2014	19893
Moldova	Granted	200901155	7/30/2014	19893
South Africa	Pending	2009/05882		
South Africa	Unfiled			
Tajikistan	Granted	200901155	7/30/2014	19893
Thailand	Pending	801000867		
Turkmenistan	Granted	200901155	7/30/2014	19893
Vietnam	Pending	1-2009-01990		
Vietnam	Pending	1-2012-02696		

(757) Title: THE USE OF SOLID CARRIER PARTICLES TO IMPROVE THE PROCESSABILITY OF A PHARMACEUTICAL AGENT

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201000364	9/28/2012	15589
African Regional Industrial Property Organization	Granted	AP/P/2010/005429	1/30/2015	3209
Armenia	Granted	201071173	3/31/2016	22950
Belarus	Granted	201071173	3/31/2016	22950
Ecuador	Pending	SP-10-10636		
Eurasian Patent Organization	Published	201591353		
Eurasian Patent Organization	Granted	201071173	3/31/2016	22950
India	Pending	7565/DELNP/2010		
Indonesia	Published	W00201004105		
Kazakhstan	Granted	201071173	3/31/2016	22950
Kyrgyz Republic	Granted	201071173	3/31/2016	22950
Moldova	Granted	201071173	3/31/2016	22950
South Africa	Granted	2010/08007	10/26/2011	2010/08007
Tajikistan	Granted	201071173	3/31/2016	22950
Turkmenistan	Granted	201071173	3/31/2016	22950
Vietnam	Pending	1-2010-02929		

(775) Title: METHOD OF PREPARING AN INHIBITOR OF CYTOCHROME P450 MONOOXYGENASE, AND INTERMEDIATES INVOLVED

Country	Status	Application No.	Filing Date	Patent No.
African Regional Industrial Property Organization	Granted	AP/P/2011/005864		
African Intellectual Property Organization (OAPI)	Granted	1201100311.00	4/1/2010	15801
Bolivia	Published	SP-0082-2010	4/1/2010	
Eurasian Patent Organization	Granted	201190179.00	4/1/2010	22739
Eurasian Patent Organization	Published	201590979.00	4/1/2010	
Ecuador	Pending	SP-11-11391	4/1/2010	
Indonesia	Granted	W00201103554	4/1/2010	IDP000041448
India	Pending	7323/DELNP/2011	4/1/2010	
Pakistan	Pending	262/2010	3/31/2010	
Thailand	Published	1101002473.00	4/1/2010	
Vietnam	Pending	1-2011-02324	4/1/2010	
South Africa	Granted	2011/07430	4/1/2010	2011/07430

(783) Title: TABLETS FOR COMBINATION THERAPY

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Pending	1201100281		
African Regional Industrial Property Organization	Granted	AP/P/2011/05857	5/6/2015	AP3250
Armenia	Granted	201190125	5/29/2015	21313
Azerbaijan	Granted	201190125	5/29/2015	21313
Bolivia	Pending	SP-00292010		
Ecuador	Pending	SP-11-11307		
Eurasian Patent Organization	Published	201491658		
Eurasian Patent Organization	Granted	201190125	5/29/2015	21313
India	Pending	5823/DELNP/2011		
Indonesia	Granted	W00201103098	3/30/2016	IDP000040606
Kazakhstan	Granted	201190125	5/29/2015	21313
Kyrgyz Republic	Granted	201190125	5/29/2015	21313
Moldova	Granted	201190125	5/29/2015	21313
Pakistan	Allowed	94/2010		
Singapore	Published	2014007744		
South Africa	Granted	2011/06154	5/28/2014	2011/06154
Tajikistan	Granted	201190125	5/29/2015	21313

Thailand	Published	1101001423		
Turkmenistan	Granted	201190125	5/29/2015	21313
Vietnam	Pending	1-2011-02035		

(895) Title: METHODS AND INTERMEDIATES FOR PREPARING PHARMACEUTICAL AGENTS

Country	Status	Application No.	Filing Date	Patent No.
India	Abandoned	6192/DELNP/2014		

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(1007) TITLE: POLYCYCLIC-CARBAMOYLPYRIDONE COMPOUNDS AND THEIR PHARMACEUTICAL USE

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Pending	1201500240	12/19/2013		
African Regional Industrial Property Organization	Pending	AP/P/2015/008510	12/19/2013		
Anguilla	Pending	AI/A/2016/00180	12/19/2013		
Bahamas	Pending	2551	12/19/2013		
Bolivia	Published	SP-00412-2013	12/20/2013		
Congo, Democratic Republic of	Pending		12/19/2013		
Ecuador	Published	IEPI-2015-31224	12/19/2013		
El Salvador	Published	E-5002-2015	12/19/2013		
Ethiopia	Pending	ET/PI/16/204	12/19/2013		
Eurasian Patent Organization	Published	201591027	12/19/2013		
Fiji	Published	1229	12/19/2013		
Grenada	Granted		12/19/2013		7/19/2016
Guyana	Pending	1656	12/19/2013		
Haiti	Pending		12/19/2013		
India	Pending	5535/DELNP/2015	12/19/2013		
Indonesia	Allowed	P00201503852	12/19/2013		
Indonesia	Pending	P00201607128	12/19/2013		
Jamaica	Pending	18/1/5740	12/19/2013		
Kiribati	Granted		12/19/2013		9/20/2016
Moldova	Pending	a20150064	12/19/2013		
Montserrat	Granted		12/19/2013	4 OF 2016	5/27/2016

Nepal	Pending	4	12/19/2013		
Pakistan	Pending	908/2013	12/20/2013		
Philippines	Published	1-2015-501445	12/19/2013		
Philippines	Pending	1-2016-500389	12/19/2013		
Seychelles	Pending	2822954	12/19/2013		
Sierra Leone	Pending		12/19/2013		
Solomon Islands	Granted		12/19/2013	J37/379	8/5/2016
South Africa	Pending	2015/04914	12/19/2013		
South Africa	Pending	2015/07997	12/19/2013		
South Korea	Pending	10-2015-7019194	12/19/2013		
Thailand	Pending	1501003563	12/19/2013		
Turks and Caicos Islands	Granted	10226	12/19/2013	10226	9/7/2016
Tuvalu	Granted	TVP2822954	12/19/2013	TVP2822954	8/15/2016
Vietnam	Granted	1-2015-02321	12/19/2013	15503	5/16/2016
Vietnam	Pending	1-2015-04199	12/19/2013		
Virgin Islands (British)	Granted	EP2822954	12/19/2013	427/5/2016	9/21/2016

(1091) Title: SODIUM (2R,5S,13AR)-7,9-DIOXO-10-((2,4,6-TRIFLUOROBENZYL)CARBAMOYL)-2,3,4,5,7,9,13,13A-OC TAHYDRO-2,5-METHANOPYRIDO[1',2':4,5]PYRAZINO[2,1-B]OXAZEPIN-8-OLATE

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Regional Industrial Property Organization	Pending	AP/P/2016/009591	6/19/2015		
African Intellectual Property Organization (OAPI)	Pending	1201600454	6/19/2015		
Bolivia	Published	SP 126-2015	6/19/2015		
Bahamas	Allowed	2701	6/18/2015		
Cuba	Pending	2016-0187	6/19/2015		
Dominican Republic	Published	P2016-0327	6/19/2015		
Eurasian Patent Organization	Pending	201692414	6/19/2015		
Ecuador	Published	IEPI-2016-95566	6/19/2015		
El Salvador	Pending	2016005339	6/19/2015		
Guatemala	Pending	A2016-000262	6/19/2015		
Indonesia	Unfiled				
India	Pending	201617042937.00	6/19/2015		
Nigeria	Pending	NG/PT/C/2016/2106	6/19/2015		
Philippines	Pending				
Pakistan	Pending	382/2015	6/18/2015		
Thailand	Pending				

Trinidad and Tobago	Pending TT/A/2016/00132	6/19/2015
Vietnam	Pending	
South Africa	Pending 2016/08744	6/19/2015

(1147) Title: THERAPEUTIC COMPOSITIONS FOR TREATMENT OF HUMAN IMMUNODEFICIENCY VIRUS

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Bangladesh	Pending	272/2016	11/2/2016		
Bolivia	Pending	SP-0260-2016	11/9/2016		
Bahamas	Pending		11/8/2016		
Pakistan	Pending	696/2016	11/9/2016		
Patent Cooperation Treaty	Entered NP	US2016/060989	11/8/2016		

(1062) Title: SYNTHESIS OF POLYCYCLIC-CARBAMOYLPYRIDONE COMPOUNDS

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Bahamas	Allowed	2702	6/18/2015		
Eurasian Patent Organization	Pending	201692412	6/16/2015		
India	Pending	201717000457.00	6/16/2015		
Patent Cooperation Treaty	Entered NP	US2015/036017	6/16/2015		

TDF-Quad Patents

(221) Title:NUCLEOTIDE ANALOGS

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
India	Pending	7/25/1997	2076/DEL/1997		

(230) Title: NUCLEOTIDE ANALOG COMPOSITION AND SYNTHESIS METHOD

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
India	Pending	7/24/1998	896/DEL/2002		
India	Pending	7/24/1998	963/DEL/2002		
India	Pending	7/24/1998	1362/DEL/2004		
India	Granted	7/24/1998	2174/DEL/1998	190780	3/15/2004
Indonesia	Granted	7/23/1998	W-991548	7658	4/11/2002

(692) Title: DIAMINOALKANE COMPOUNDS (VARIANTS) AND A METHOD OF PREPARING THEREOF (VARIANTS), A PHARMACEUTICAL COMPOSITION AND A THERAPEUTIC

AGENT FOR INHIBITING CYTOCHROME-P450-MONOOXYGENASE, METHODS FOR TREATING AN HIV INFECTION AND VIRAL HEPATITS C, A METHOD OF MOD

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Granted	1200800450	9/30/2009	14409	
African Regional Industrial Property Organization	Granted	AP/P/2008/004720	9/30/2014	AP2985	
Anguilla	Granted	AI/A/2015/00172	11/2/2015	AI/A/2015/00172	
Armenia	Granted	200900155	11/28/2014	20489	
Congo, Democratic Republic of	Pending	NP/004/EXT/2016			
Ethiopia	Granted	ET/PI/15/185	5/25/2016	134	
Eurasian Patent Organization	Allowed	201270738			
Eurasian Patent Organization	Granted	200900155	11/28/2014	20489	
Fiji	Published	1217			
Guyana	Published	1642			
Haiti	Pending				
India	Pending	10487/DELNP/2008			
Indonesia	Granted	W00200900061	8/12/2016	IDP00042227	
Jamaica	Pending	18/1/5696			
Kazakhstan	Unfiled				
Kazakhstan	Granted	200900155	11/28/2014	20489	
Kiribati	Granted	13/15	10/7/2015	13/15	
Kyrgyz Republic	Granted	200900155	11/28/2014	20489	
Moldova	Granted	200900155	11/28/2014	20489	
Montserrat	Granted		9/23/2015	3 of 2015	
Nauru	Pending				
Nepal	Pending	894			
Seychelles	Granted	2049506	5/25/2016	2049506	
Sierra Leone	Pending	EP2049506			
Solomon Islands	Granted	J37/370	2/10/2016	J37/370	
South Africa	Pending	2008/10399			
Tajikistan	Granted	200900155	11/28/2014	20489	
Thailand	Published	701003404			
Turkmenistan	Granted	200900155	11/28/2014	20489	
Turks and Caicos Islands	Pending	10214			
Tuvalu	Granted		11/7/2015	TVP2049506	
Vietnam	Pending	1-2009-00240			

Vietnam	Pending	1-2012-02702		
Virgin Islands (British)	Granted	415/6/2015	12/1/2015	415/6/2015

(719) Title: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1200900273	6/30/2010	14749
African Regional Industrial Property Organization	Granted	AP/P/2009/004964	9/16/2014	AP2986
African Regional Industrial Property Organization	Granted	AP/P/2013/007042	11/30/2016	AP3915
Armenia	Granted	200901155	7/30/2014	19893
Eurasian Patent Organization	Granted	200901155	7/30/2014	19893
Fiji	Granted			
Indonesia	Granted	W00200902299	3/18/2015	IDP000038076
Kazakhstan	Granted	200901155	7/30/2014	19893
Kyrgyz Republic	Granted	200901155	7/30/2014	19893
Moldova	Granted	200901155	7/30/2014	19893
South Africa	Pending	2009/05882		
South Africa	Unfiled			
Tajikistan	Granted	200901155	7/30/2014	19893
Thailand	Pending	801000867		
Turkmenistan	Granted	200901155	7/30/2014	19893
Vietnam	Pending	1-2009-01990		
Vietnam	Pending	1-2012-02696		

(757) Title: THE USE OF SOLID CARRIER PARTICLES TO IMPROVE THE PROCESSABILITY OF A PHARMACEUTICAL AGENT

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201000364	9/28/2012	15589
African Regional Industrial Property Organization	Granted	AP/P/2010/005429	1/30/2015	3209
Armenia	Granted	201071173	3/31/2016	22950
Belarus	Granted	201071173	3/31/2016	22950
Ecuador	Pending	SP-10-10636		
Eurasian Patent Organization	Published	201591353		
Eurasian Patent Organization	Granted	201071173	3/31/2016	22950
India	Pending	7565/DELNP/2010		
Indonesia	Published	W00201004105		

Kazakhstan	Granted 201071173	3/31/2016	22950
Kyrgyz Republic	Granted 201071173	3/31/2016	22950
Moldova	Granted 201071173	3/31/2016	22950
South Africa	Granted 2010/08007	10/26/2011	2010/08007
Tajikistan	Granted 201071173	3/31/2016	22950
Turkmenistan	Granted 201071173	3/31/2016	22950
Vietnam	Pending 1-2010-02929		

(775) Title: METHOD OF PREPARING AN INHIBITOR OF CYTOCHROME P450 MONOOXYGENASE, AND INTERMEDIATES INVOLVED

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201100311.00	4/1/2010	15801
Bolivia	Abandoned	11-114.749	4/1/2010	
Eurasian Patent Organization	Granted	201190179.00	4/1/2010	22739
Eurasian Patent Organization	Published	201590979.00	4/1/2010	
Ecuador	Pending	SP-11-11391	4/1/2010	
Indonesia	Granted	W00201103554	4/1/2010	IDP000041448
India	Pending	7323/DELNP/2011	4/1/2010	
Pakistan	Pending	262/2010	3/31/2010	
Thailand	Published	1101002473.00	4/1/2010	
Vietnam	Pending	1-2011-02324	4/1/2010	
South Africa	Granted	2011/07430	4/1/2010	2011/07430

(895) Title: METHODS AND INTERMEDIATES FOR PREPARING PHARMACEUTICAL AGENTS

Country	Status	Application No.	Filing Date	Patent No.
India	Abandoned	6192/DELNP/2014		

(EMU-108) Title: Antiviral Activity and Resolution of 2-Hydroxymethyl-5-(5-Fluorocytosin-1-yl)-1,3-Oxathiolane

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Philippines	Granted	1-1992-43955	2/20/92	1-1992-43955	2/20/09
Philippines	Granted	55191	12/27/96	1-1996-55191	3/9/07
Philippines	Granted	55192	2/20/92	55192	12/19/08
Philippines	Granted	55193	2/20/92	55193	12/19/08
Philippines	Granted	55194	2/20/92	55194	12/19/08

(EMU-4000) Title: 1,3-Oxathiolane Nucleoside Analogues

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Botswana	Granted	BW/A/1998/00163	4/27/98	BW/P/2002/00042	5/22/03
Domincan Republic	Granted	1793970004607.00	7/10/97	370	7/10/17
Honduras	Granted	PICA97118	8/18/97	3775	4/25/00
Jamaica	Granted	697267	7/8/97	3615	5/25/05
Nicaragua	Granted	97.0096	12/5/97	1134RPI	5/17/99

(783) Title: TABLETS FOR COMBINATION THERAPY

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Pending	1201100281		
African Regional Industrial Property Organization	Granted	AP/P/2011/05857	5/6/2015	AP3250
Armenia	Granted	201190125	5/29/2015	21313
Azerbaijan	Granted	201190125	5/29/2015	21313
Bolivia	Pending	SP-00292010		
Ecuador	Pending	SP-11-11307		
Eurasian Patent Organization	Published	201491658		
Eurasian Patent Organization	Granted	201190125	5/29/2015	21313
India	Pending	5823/DELNP/2011		
Indonesia	Granted	W00201103098	3/30/2016	IDP000040606
Kazakhstan	Granted	201190125	5/29/2015	21313
Kyrgyz Republic	Granted	201190125	5/29/2015	21313
Moldova	Granted	201190125	5/29/2015	21313
Pakistan	Allowed	94/2010		
Singapore	Published	2014007744		
South Africa	Granted	2011/06154	5/28/2014	2011/06154
Tajikistan	Granted	201190125	5/29/2015	21313
Thailand	Published	1101001423		
Turkmenistan	Granted	201190125	5/29/2015	21313
Vietnam	Pending	1-2011-02035		

TAF-Quad Patents

(249) Title: PRODRUGS OF PHOSPHONATE NUCLEOTIDE ANALOGUES AND METHODS FOR SELECTING AND MAKING SAME

Country	Status	Application No.	Filing Date	Patent No.	Issue Date

African Intellectual Property Organization (OAPI)	Granted	1200300003	7/20/2001	12393	12/29/2003
African Regional Industrial Property Organization	Granted	2003/002724	7/20/2001	AP 1466	9/22/2005
Anguilla	Granted	AI/A/2015/00173	7/20/2001	AI/A/2015/00173	11/2/2015
Congo, Democratic Republic of	Granted	NP/002/EXT/2016	7/20/2001	2016/4386	11/11/2016
Ethiopia	Granted	ET/PI/15/184	7/20/2001	135	5/25/2016
Eurasian Patent Organization	Granted	200300188	7/20/2001	4926	10/28/2004
Falkland Islands (Malvinas)	Granted		7/20/2001	15365	8/25/2015
Fiji	Published	1214	7/20/2001		
Grenada	Granted	7 of 2015	7/20/2001	7 of 2015	10/6/2015
Guyana	Published	1641	7/20/2001		
Haiti	Pending		7/20/2001		
India	Granted	9/MUMNP/2003	7/20/2001	208435	7/27/2007
India	Granted	00529/MUMNP/2006	7/20/2001	241597	7/14/2010
Indonesia	Granted	W-00200602129	7/20/2001	IDP0022897	2/20/2009
Indonesia	Granted	W-00200804005	7/20/2001	IDP000040148	2/15/2016
Indonesia	Granted	W00200300261	7/20/2001	IDP0022911	2/20/2009
Jamaica	Pending	18/1/5695	7/20/2001		
Kiribati	Granted	14/15	7/20/2001	14/15	10/7/2015
Montserrat	Granted	1961695.2	7/20/2001	1301519	9/23/2015
Nepal	Pending	669	7/20/2001		
Seychelles	Granted	1301519	7/20/2001	1301519	5/25/2016
Sierra Leone	Pending	EP1301519	7/20/2001		
Solomon Islands	Granted	J37/371	7/20/2001	J37/371	3/3/2016
South Africa	Granted	2002/10271	7/20/2001	2002/10271	12/31/2003
Turks and Caicos Islands	Pending	10213	7/20/2001		
Tuvalu	Granted		2/25/2015	TVP1301519	1/6/2016
Vietnam	Granted	1-2002-01193	7/20/2001	8475	5/24/2010
Virgin Islands (British)	Granted	414/5/2015	7/20/2001	414/5/2015	12/1/2015

(872) Title: TENOFOVIR ALAFENAMIDE HEMIFUMARATE

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization	Granted	1201400057	8/15/2012	17070	6/29/2015

(OAPI)					
African Regional Industrial Property Organization	Granted	AP/P/2014/007437	8/15/2012	3639	3/31/2016
Bahamas	Granted	2441	8/15/2012	2441	6/19/2014
Bolivia	Pending	SP-0277-2012	8/15/2012		
Ecuador	Pending	SP-14-13206-PCT	8/15/2012		
El Salvador	Pending	E-4659-2014	8/15/2012		
Eurasian Patent Organization	Published	201490208	8/15/2012		
India	Pending	1012/DELNP/2014	8/15/2012		
Indonesia	Published	P00201400805	8/15/2012		
Moldova	Pending	A20140011	8/15/2012		
Pakistan	Pending	539/2012	8/15/2012		
Philippines	Granted	1-2014-500349	8/15/2012	1-2014-500349	2/29/2016
South Africa	Allowed	2014/00582	8/15/2012		
Thailand	Pending	1401000784	8/15/2012		
Vietnam	Pending	1-2014-00440	8/15/2012		

(877) Title: METHODS FOR PREPARING ANTI-VIRAL NUCLEOTIDE ANALOGS

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Bahamas	Granted	2455	10/3/2012	2455	6/24/2014
Bolivia	Granted	SP-0352-2012	10/3/2012	6385-B	11/26/2014
Ecuador	Published	IEPI-2014-74	10/3/2012		
El Salvador	Published	E-4696/2014	10/3/2012		
Eurasian Patent Organization	Allowed	201490753	10/3/2012		
India	Published	2953/DELNP/2014	10/3/2012		
Pakistan	Pending	671/2012	10/3/2012		

(692) Title: DIAMINOALKANE COMPOUNDS (VARIANTS) AND A METHOD OF PREPARING THEREOF (VARIANTS), A PHARMACEUTICAL COMPOSITION AND A THERAPEUTIC AGENT FOR INHIBITING CYTOCHROME-P450-MONOOXYGENASE, METHODS FOR TREATING AN HIV INFECTION AND VIRAL HEPATITS C, A METHOD OF MOD

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Granted	1200800450	9/30/2009	14409	
African Regional Industrial Property Organization	Granted	AP/P/2008/004720	9/30/2014	AP2985	
Anguilla	Granted	AI/A/2015/00172	11/2/2015	AI/A/2015/00172	

Armenia	Granted	200900155	11/28/2014	20489
Congo, Democratic Republic of	Pending	NP/004/EXT/2016		
Ethiopia	Granted	ET/PI/15/185	5/25/2016	134
Eurasian Patent Organization	Allowed	201270738		
Eurasian Patent Organization	Granted	200900155	11/28/2014	20489
Fiji	Published	1217		
Guyana	Published	1642		
Haiti	Pending			
India	Pending	10487/DELNP/2008		
Indonesia	Granted	W00200900061	8/12/2016	IDP00042227
Jamaica	Pending	18/1/5696		
Kazakhstan	Unfiled			
Kazakhstan	Granted	200900155	11/28/2014	20489
Kiribati	Granted	13/15	10/7/2015	13/15
Kyrgyz Republic	Granted	200900155	11/28/2014	20489
Moldova	Granted	200900155	11/28/2014	20489
Montserrat	Granted		9/23/2015	3 of 2015
Nauru	Pending			
Nepal	Pending	894		
Seychelles	Granted	2049506	5/25/2016	2049506
Sierra Leone	Pending	EP2049506		
Solomon Islands	Granted	J37/370	2/10/2016	J37/370
South Africa	Pending	2008/10399		
Tajikistan	Granted	200900155	11/28/2014	20489
Thailand	Published	701003404		
Turkmenistan	Granted	200900155	11/28/2014	20489
Turks and Caicos Islands	Pending	10214		
Tuvalu	Granted		11/7/2015	TVP2049506
Vietnam	Pending	1-2009-00240		
Vietnam	Pending	1-2012-02702		
Virgin Islands (British)	Granted	415/6/2015	12/1/2015	415/6/2015

(719) Title: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1200900273	6/30/2010	14749
African Regional Industrial Property	Granted	AP/P/2009/004964	9/16/2014	AP2986

Organization				
African Regional Industrial Property Organization	Granted	AP/P/2013/007042	11/30/2016	AP3915
Armenia	Granted	200901155	7/30/2014	19893
Eurasian Patent Organization	Granted	200901155	7/30/2014	19893
Fiji	Granted			
Indonesia	Granted	W00200902299	3/18/2015	IDP000038076
Kazakhstan	Granted	200901155	7/30/2014	19893
Kyrgyz Republic	Granted	200901155	7/30/2014	19893
Moldova	Granted	200901155	7/30/2014	19893
South Africa	Pending	2009/05882		
South Africa	Unfiled			
Tajikistan	Granted	200901155	7/30/2014	19893
Thailand	Pending	801000867		
Turkmenistan	Granted	200901155	7/30/2014	19893
Vietnam	Pending	1-2009-01990		
Vietnam	Pending	1-2012-02696		

(757) Title: THE USE OF SOLID CARRIER PARTICLES TO IMPROVE THE PROCESSABILITY OF A PHARMACEUTICAL AGENT

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201000364	9/28/2012	15589
African Regional Industrial Property Organization	Granted	AP/P/2010/005429	1/30/2015	3209
Armenia	Granted	201071173	3/31/2016	22950
Belarus	Granted	201071173	3/31/2016	22950
Ecuador	Pending	SP-10-10636		
Eurasian Patent Organization	Published	201591353		
Eurasian Patent Organization	Granted	201071173	3/31/2016	22950
India	Pending	7565/DELNP/2010		
Indonesia	Published	W00201004105		
Kazakhstan	Granted	201071173	3/31/2016	22950
Kyrgyz Republic	Granted	201071173	3/31/2016	22950
Moldova	Granted	201071173	3/31/2016	22950
South Africa	Granted	2010/08007	10/26/2011	2010/08007
Tajikistan	Granted	201071173	3/31/2016	22950
Turkmenistan	Granted	201071173	3/31/2016	22950
Vietnam	Pending	1-2010-02929		

(775) Title: METHOD OF PREPARING AN INHIBITOR OF CYTOCHROME P450 MONOOXYGENASE, AND INTERMEDIATES INVOLVED

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201100311.00	4/1/2010	15801
Bolivia	Abandoned	11-114.749	4/1/2010	
Eurasian Patent Organization	Granted	201190179.00	4/1/2010	22739
Eurasian Patent Organization	Published	201590979.00	4/1/2010	
Ecuador	Pending	SP-11-11391	4/1/2010	
Indonesia	Granted	W00201103554	4/1/2010	IDP000041448
India	Pending	7323/DELNP/2011	4/1/2010	
Pakistan	Pending	262/2010	3/31/2010	
Thailand	Published	1101002473.00	4/1/2010	
Vietnam	Pending	1-2011-02324	4/1/2010	
South Africa	Granted	2011/07430	4/1/2010	2011/07430

(895) Title: METHODS AND INTERMEDIATES FOR PREPARING PHARMACEUTICAL AGENTS

Country	Status	Application No.	Filing Date	Patent No.
India	Abandoned	6192/DELNP/2014		

(899) Title: THERAPEUTIC COMPOUNDS

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Eurasian Patent Organization	Published	201491287	2/1/2013		
India	Pending	7100/DELNP/2014	2/1/2013		

(EMU-108) Title: Antiviral Activity and Resolution of 1-Hydroxymethyl-5-(5-Fluorocytosin-1-yl)-1,3-Oxathiolane

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Philippines	Granted	1-1992-43955	2/20/92	1-1992-43955	2/20/09
Philippines	Granted	55191	12/27/96	1-1996-55191	3/9/07
Philippines	Granted	55192	2/20/92	55192	12/19/08
Philippines	Granted	55193	2/20/92	55193	12/19/08
Philippines	Granted	55194	2/20/92	55194	12/19/08

(EMU-4000) Title: 1,3-Oxathiolane Nucleoside Analogues

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Botswana	Granted	BW/A/1998/00163	4/27/98	BW/P/2002/00042	5/22/03
Domincan Republic	Granted	1793970004607.00	7/10/97	370	7/10/17
Honduras	Granted	PICA97118	8/18/97	3775	4/25/00
Jamaica	Granted	697267	7/8/97	3615	5/25/05
Nicaragua	Granted	97.0096	12/5/97	1134RPI	5/17/99

For purposes of this Appendix 2, references to “PCT,”“OAPI,” “EAPO” and “ARIPO” shall not be construed or interpreted to grant rights to Licensee in any country other than those countries expressly included within the licenses granted to Licensee in Sections 2.2 and 2.3 of this Agreement.

Appendix 3

Terms for Technology Transfer

A. Licensee acknowledges that, as of the Amended and Restated Effective Date, Gilead has made the following information available to Licensee in accordance with Section 5.5 to fully enable Licensee to manufacture TAF, EVG, COBI, TAF Product, EVG Product, COBI Product, and TAF Quad, at commercial-scale quantities and in compliance with Gilead's required quality specifications:

1. Manufacturing process descriptions, specifications and methods;
2. Stability data;
3. Analytical method validation; and
4. Discussion of impurities.

B. Gilead will make available to Licensee the following information in accordance with Section 5.5. to fully enable Licensee to manufacture BIC and such FDA-approved Product containing BIC at commercial-scale quantities and in compliance with Gilead's required quality specifications :

1. Manufacturing process descriptions, specifications and methods;
2. Stability data;
3. Analytical method validation; and
4. Discussion of impurities.

Appendix 4 Emtricitabine Patents

(EMU-108) Title: Antiviral Activity and Resolution of 2-Hydroxymethyl-5-(5-Fluorocytosin-1-yl)-1,3-Oxathiolane

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Philippines	Granted	1-1992-43955	2/20/92	1-1992-43955	2/20/09
Philippines	Granted	55191	12/27/96	1-1996-55191	3/9/07
Philippines	Granted	55192	2/20/92	55192	12/19/08
Philippines	Granted	55193	2/20/92	55193	12/19/08
Philippines	Granted	55194	2/20/92	55194	12/19/08

(EMU-4000) Title: 1,3-Oxathiolane Nucleoside Analogues

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Botswana	Granted	BW/A/1998/00163	4/27/98	BW/P/2002/00042	5/22/03
Dominican Republic	Granted	1793970004607.00	7/10/97	370	7/10/17
Honduras	Granted	PICA97118	8/18/97	3775	4/25/00
Jamaica	Granted	697267	7/8/97	3615	5/25/05
Nicaragua	Granted	97.0096	12/5/97	1134RPI	5/17/99

(270) Title: COMPOSITIONS AND METHODS FOR COMBINATION ANTIVIRAL THERAPY

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
Armenia	Granted	1/13/2004	200501134	15145	6/13/2011
Eurasian Patent Organization	Published	1/13/2004	201100293		
Eurasian Patent Organization	Granted	1/13/2004	200501134	15145	6/13/2011
Kazakhstan	Granted	1/13/2004	200501134	15145	6/13/2011
Kazakhstan	Pending		200501134 (PTE Application)		
Kyrgyz Republic	Granted	1/13/2004	200501134	15145	6/13/2011
Kyrgyz Republic	Granted		200501134 (PTE Application)	15145	5/31/2012
Moldova	Granted	1/13/2004	200501134	15145	6/13/2011
Tajikistan	Granted	1/13/2004	200501134	15145	6/13/2011
Turkmenistan	Granted	1/13/2004	200501134	15145	6/13/2011
Turkmenistan	Pending		200501134 (PTE Application)		

Appendix 5

Countries in the EVG-TAF Quad Territory

1.Afghanistan
2.Angola
3.Anguilla
4.Antigua and Barbuda
5.Armenia
6.Bahamas
7.Bangladesh
8.Barbados
9.Belize
10.Benin
11.Bhutan
12.Bolivia
13.Botswana
14.British Virgin Islands
15.Burkina Faso
16.Burundi
17.Cambodia
18.Cameroon
19.Cape Verde
20.Central African Republic
21.Chad
22.Comoros
23.Congo, Rep
24.Congo, Dem. Rep. of the
25.Côte d'Ivoire
26.Cuba
27.Djibouti
28.Dominica
29.Ecuador
30.El Salvador
31.Equatorial Guinea
32.Eritrea
33.Ethiopia
34.Fiji Islands, Rep. of the
35. Gabon
36. Gambia
37. Georgia
38. Ghana
39. Grenada
40. Guatemala
41. Guinea
42. Guinea-Bissau
43. Guyana
44. Haiti
45. Honduras
46. India
47. Indonesia
48. Jamaica
49. Kazakhstan
50. Kenya
51. Kiribati
52. Kyrgyzstan
53. Lao People's Dem. Rep.
54. Lesotho
55. Liberia
56. Madagascar
57. Malawi
58. Maldives
59. Mali
60. Mauritania
61. Mauritius
62. Moldova, Rep. of
63. Mongolia
64. Mozambique
65. Myanmar
66. Namibia
67. Nauru
68. Nepal
69. Nicaragua
70. Niger
71. Nigeria
72. Pakistan
73. Palau
74. Papua New Guinea
75. Rwanda
76. Saint Kitts and Nevis
77. Saint Lucia
78. Saint Vincent & the Grenadines
79. Samoa
80. São Tomé and Príncipe
81. Senegal
82. Seychelles
83. Sierra Leone
84. Solomon Islands
85. Somalia
86. South Africa
87. South Sudan
88. Sri Lanka
89. Sudan
90. Suriname
91. Swaziland
92. Syrian Arab Republic
93. Tajikistan
94. Tanzania, U. Rep. of
95. Thailand
96. Timor-Leste
97. Togo
98. Tonga
99. Trinidad and Tobago
100. Turkmenistan
101. Turks and Caicos
102. Tuvalu
103. Uganda
104. Uzbekistan
105. Vanuatu
106. Vietnam
107. Yemen
108. Zambia
109. Zimbabwe

EXHIBIT 2

FIRST AMENDMENT
TO
SECOND AMENDED AND RESTATED LICENSE AGREEMENT

THIS FIRST AMENDMENT TO SECOND AMENDED AND RESTATED LICENSE AGREEMENT (this "**Amendment**") is made as of _____(the "**Amendment Effective Date**") by and between Gilead Sciences, Inc., a Delaware, USA corporation having its principle place of business at 333 Lakeside Drive, Foster City, California 94404 ("**Gilead**") and Medicines Patent Pool, a non-profit foundation registered under the laws of Switzerland having a principal place of business at Rue de Varembé 7, 1202 Geneva, Switzerland ("**MPP**"). Gilead and MPP are each referred to individually herein as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Gilead and MPP entered into that certain Second Amended and Restated License Agreement effective as of June 10, 2015 (the "**Agreement**"), pursuant to which Gilead granted MPP certain licenses with respect to its proprietary pharmaceutical agents tenofovir alafenamide, tenofovir disoproxil fumurate, elvitegravir, and cobicistat for treatment of HIV and HBV in developing world countries; and

WHEREAS, Gilead and MPP wish to amend the Agreement to add certain licenses with respect to Gilead's proprietary pharmaceutical agent bictegravir for treatment of HIV in developing world countries, in accordance with the terms and conditions of this Amendment, all as more fully described below.

NOW, THEREFORE, Gilead and MPP agree as follows:

1. Definitions.

   a. The definitions of the below terms are hereby deleted from Section 1 of the Agreement and replaced as follows:

   "**Active Pharmaceutical Ingredient**" or "**API**" shall mean one or more of the following active pharmaceutical ingredients: tenofovir alafenamide ("**TAF**"); tenofovir disoproxil fumurate ("**TDF**"); elvitegravir ("**EVG**"); cobicistat ("**COBI**"); and bictegravir ("**BIC**").

   "**Combination Products**" shall mean BIC Combination Products, COBI Combination Products, EVG Combination Products, TAF Combination Products, and the Quad Products.

   "**Patents**" shall mean (a) the patents and patent applications set forth in Appendix 2 hereto and (b) any other patents or patent applications (and resulting patents therefrom) that are in the Territory and owned or controlled by Gilead and its Affiliates during the term of this Agreement, including to the extent falling within clause (b) of this definition (i) those patents and patent applications exclusively licensed by Gilead from Japan Tobacco pursuant to the Japan Tobacco Agreement and (ii) those patents and patent applications claiming improvements or modifications to the manufacture of API, in the case of each patent and patent application referenced in clauses (a) and (b) solely to the extent

necessary for MPP to grant sublicenses of the license rights granted in Article 2 hereof to Sublicensees under a Sublicense Agreement.

"**Product**" shall mean TAF Product, TAF Combination Product, TDF Product, TDF Combination Product, COBI Product, COBI Combination Product, EVG Product, EVG Combination Product, BIC Product, BIC Combination Product, and the Quad Products.

"**Territory**" shall mean the TDF-TAF Territory, the COBI Territory, the EVG- Quad Territory, and the BIC Territory.

b. The below terms are hereby added to Section 1 of the Agreement and are defined as follows:

"**BIC Combination Product**" shall mean a pharmaceutical product containing BIC in combination with any other active pharmaceutical ingredient other than TAF, TDF, EVG, or COBI (in each case subject to the restrictions set forth in Section 2.4(b)(iv)), including any co formulation, co-packaged product, bundled product, or other type of combination product.

"**BIC Product**" shall mean a formulated and finished pharmaceutical product containing BIC as its sole active pharmaceutical ingredient.

"**BIC Territory**" shall mean those countries listed on Appendix 7.

c. All capitalized terms not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.

2. License Grants.

a. For clarity, the licenses granted by Gilead to MPP in Section 2.2 of the Agreement with respect to API hereby include BIC, in addition to TAF, TDF, EVG, and COBI, pursuant to Section 1(a) of this Amendment.

b. Section 2.2 of the Agreement is hereby deleted and replaced with the following: "2.2 API Licenses.

(a) For India. Subject to the terms and conditions of this Agreement, Gilead hereby grants to MPP a royalty-free, non-exclusive, non-transferable license under the Licensed Technology to (i) make API in India solely for the purposes of exercising the licenses described in this Section 2.2(a); (ii) offer for sale and sell such API to Licensed Product Suppliers in India, China and South Africa for use solely for purposes set forth in the Licensed Product Suppliers' direct or indirect license from Gilead as set forth in the definition of Licensed Product Suppliers; (iii) import Licensed API into India for purposes of exercising the licenses described in Section 2.3(a) or (iv) use API for internal use in the applicable Territory. MPP has the right to grant sublicenses under the foregoing license solely to Sublicensees located in India pursuant to the terms and conditions of the applicable Sublicense Agreement, and the sublicense rights

granted to each such Sublicensee in India shall be non-sublicensable by such Sublicensee except as expressly provided under the applicable Sublicense Agreement.

(b) For China. Subject to the terms and conditions of this Agreement, Gilead hereby grants to MPP a royalty-free, non-exclusive, non-transferable license under the Patents to (i) make API in China solely for the purposes of exercising the licenses described in this Section 2.2(b); (ii) offer for sale and sell such API to Licensed Product Suppliers in India, China and South Africa for use solely for purposes set forth in the Licensed Product Suppliers' direct or indirect license from Gilead as set forth in the definition of Licensed Product Suppliers;
(i) import Licensed API into China for purposes of exercising the licenses described in Section 2.3(b) or (iv) use API for internal use in the applicable Territory. MPP has the right to grant sublicenses under the foregoing license solely to Sublicensees located in China pursuant to the terms and conditions of the applicable Sublicense Agreement, and the sublicense rights granted to each such Sublicensee in China shall be non-sublicensable by such Sublicensee except as expressly provided under the applicable Sublicense Agreement.

(c) For South Africa. Subject to the terms and conditions of this Agreement, Gilead hereby grants to MPP a royalty-free, non-exclusive, non- transferable license under the Licensed Technology (i) make API in South Africa solely for the purposes of exercising the licenses described in this Section 2.2(c);
(ii) offer for sale and sell such API to Licensed Product Suppliers in India, China and South Africa for use solely for purposes set forth in the Licensed Product Suppliers' direct or indirect license from Gilead as set forth in the definition of Licensed Product Suppliers; (iii) import Licensed API into South Africa for purposes of exercising the licenses described in Section 2.3(c) or (iv) use API for internal use in the applicable Territory. MPP has the right to grant sublicenses under the foregoing license solely to Sublicensees located in South Africa pursuant to the terms and conditions of the applicable Sublicense Agreement, and the sublicense rights granted to each such Sublicensee in South Africa shall be non-sublicensable by such Sublicensee except as expressly provided under the applicable Sublicense Agreement.

(d) The licenses granted in this Section 2.2 does not include, expressly or by implication, a license under any Gilead intellectual property right to manufacture, sell or distribute any active pharmaceutical ingredient owned or controlled by Gilead other than TAF, TDF, EVG, COBI, and BIC."

c. Section 2.3 of the Agreement is hereby deleted and replaced with the following:

"(a) To Sublicensees in India. Subject to the terms and conditions of this Agreement, Gilead hereby grants to MPP a non-exclusive, non-transferable license under the Licensed Technology solely to make Product in India and sell, have sold, offer for sale, export from India and import (i) TAF Product, TAF Combination Products, TDF Product and TDF Combination Products in the Field in the TDF-TAF Territory, (ii) COBI Product and COBI Combination Products in the COBI Territory, (iii) EVG Product, EVG Combination Products and the Quad Products in the Field in the EVG-Quad Territory, and (iv) BIC Product and

BIC Combination Products in the BIC Territory; provided that in each case such Products shall be made only from Licensed API. The licenses granted in this Section 2.3(a) do not include, expressly or by implication, a license under any Gilead intellectual property right to manufacture, sell or distribute any product containing active pharmaceutical ingredients owned or controlled by Gilead other than Products containing TAF, TDF, EVG, COBI, and BIC. The licenses granted under this Section 2.3(a) shall not extend to any active pharmaceutical ingredient included within a Product other than TAF, TDF, EVG, COBI, and BIC.

(b) To Sublicensees in China. Subject to the terms and conditions of this Agreement, Gilead hereby grants to MPP a non-exclusive, non-transferable license under the Patents solely to make Product in China and sell, have sold, offer for sale, export from China and import (i) TAF Product, TAF Combination Products, TDF Product and TDF Combination Products in the Field in the TDF- TAF Territory, and (ii) COBI Product and COBI Combination Products in the COBI Territory, (iii) EVG Product, EVG Combination Products and the Quad Products in the Field in the EVG-Quad Territory, and (iv) BIC Product and BIC Combination Products in the BIC Territory; provided that in each case such Products shall be made only from Licensed API. The licenses granted in this Section 2.3(b) do not include, expressly or by implication, a license under any Gilead intellectual property right to manufacture, sell or distribute any product containing active pharmaceutical ingredients owned or controlled by Gilead other than Products containing TAF, TDF, EVG, COBI, and BIC. The licenses granted under this Section 2.3(b) shall not extend to any active pharmaceutical ingredient included within a Product other than TAF, TDF, EVG, COBI, and BIC.

(c) To Sublicensees in South Africa. Subject to the terms and conditions of this Agreement, Gilead hereby grants to MPP a non-exclusive, non-transferable license under the Licensed Technology solely to make Product in South Africa and sell, have sold, offer for sale, export from South Africa and import (i) TAF Product, TAF Combination Products, TDF Product and TDF Combination Products in the Field in the TDF-TAF Territory, (ii) COBI Product and COBI Combination Products in the COBI Territory, (iii) EVG Product, EVG Combination Products and the Quad Products in the Field in the EVG-Quad Territory, and (iv) BIC Product and BIC Combination Products in the BIC Territory; provided that in each case such Products shall be made only from Licensed API. The licenses granted in this Section 2.3(c) do not include, expressly or by implication, a license under any Gilead intellectual property right to manufacture, sell or distribute any product containing active pharmaceutical ingredients owned or controlled by Gilead other than Products containing TAF, TDF, EVG, COBI, and BIC. The licenses granted under this Section 2.3(c) shall not extend to any active pharmaceutical ingredient included within a Product other than TAF, TDF, EVG, COBI, and BIC.

(d) MPP shall have the right to grant sublicenses under the foregoing license grant solely to Sublicensees pursuant to the terms and conditions of the applicable Sublicense Agreement, and the sublicense rights granted to each such

Sublicensee shall be royalty bearing and non-sublicensable by such Sublicensee except as expressly provided under the applicable Sublicense Agreement."

d. The following language is hereby added to the Agreement as Section 2.4(b)(iv):

"Each Sublicensee will be allowed to manufacture and sell BIC in combination with other active pharmaceutical ingredients in the BIC Territory, provided in each case (A) such Sublicensee has the legal right to manufacture and sell such other active pharmaceutical ingredients in the applicable country in the BIC Territory, and (B) such manufacture and sale is in accordance with the licenses granted in the Sublicense Agreement."

e. Section 2.4(e) of the Agreement is hereby deleted and replaced with the following:

"No Other Licenses. Except as expressly set forth in this Agreement, Gilead does not grant any license to MPP under any of its intellectual property rights (including, without limitation, patents or rights to any proprietary compounds or drug substances other than API)."

3. BIC Sublicense Amendment. The following language is hereby added to the Agreement as Section 2.1(f):

"MPP shall have the right to execute an amendment to a Sublicense Agreement with a Sublicensee, pursuant to which MPP shall grant such Sublicensee a sublicense under the rights granted to MPP with respect to BIC, BIC Product, and BIC Combination Products, according to the terms of the applicable form amendment attached hereto as Appendix 8 (each, a "**Form BIC Sublicense Amendment**", and once fully executed, a "**BIC Sublicense Amendment**"). The form amendments attached hereto as Appendix 8-A, Appendix 8-B, Appendix 8-C, and Appendix 8-D correspond to the Form Sublicense Agreements attached hereto as Appendix 6-A, Appendix 6-B, Appendix 6-C, and Appendix 6-D, respectively. Gilead will be a party to each BIC Sublicense Amendment. For clarity, unless and until a particular Sublicensee enters into a BIC Sublicense Amendment corresponding to such Sublicensee's Sublicense Agreement, such Sublicensee will have no rights or licenses with respect to BIC, BIC Product and/or BIC Combination Products. MPP will not modify the terms and conditions of such form amendments or BIC Sublicense Amendments without Gilead's written consent, and Gilead will have no obligation to enter into any BIC Sublicense Amendment that varies from the applicable form amendment. Gilead will have the right to provide copies of any BIC Sublicense Amendment to Japan Tobacco. All conditions and restrictions set forth in each BIC Sublicense Amendment shall apply to the license rights granted to MPP hereunder as if fully set forth herein, except as expressly provided for otherwise in this Agreement."

4. Appendices. Appendices 1, 2, 3, 4, and 5 of the Agreement are hereby deleted and replaced with the new Appendices 1, 2, 3, 4, and 5 attached to this Amendment, respectively. Appendices 7, 8-A, 8-B, 8-C, and 8-D attached to this Amendment are hereby added to the Agreement as Appendices 7, 8-A, 8-B, 8-C, and 8-D, respectively.

5. Miscellaneous. This Amendment embodies the entire understanding of the Parties with respect to the subject matter hereof and supersedes all previous communications, representations

or understandings, and agreements, whether oral or written, between the Parties relating to the subject matter hereof. Except as expressly amended by this Amendment, the terms and conditions of the Agreement will remain in full force and effect. This Amendment shall be effective as of the Amendment Effective Date, and may not be modified except by written agreement between the Parties. This Amendment will be governed by and construed under the laws of England, without regard to its choice of law principles, and any dispute that arises hereunder shall be resolved by binding arbitration as set forth in Section 8.6 of the Agreement.

[signatures appear on the following page]

[*] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives as of the Amendment Effective Date.

GILEAD SCIENCES, INC.

By:_____

Name: _____
Title:_____

MEDICINES PATENT POOL

By:_____

Name: _____
Title:_____

[*] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

APPENDIX 1

Countries in the TDF-TAF Territory

1. Afghanistan
2. Angola
3. Anguilla
4. Antigua and Barbuda
5. Armenia
6. Aruba
7. Bahamas
8. Bangladesh
9. Barbados
10. Belarus
11. Belize
12. Benin
13. Bhutan
14. Bolivia
15. Botswana
16. British Virgin Islands
17. Burkina Faso
18. Burundi
19. Cambodia
20. Cameroon
21. Cape Verde
22. Central African Republic
23. Chad
24. Comoros
25. Congo, Rep
26. Congo, Dem. Rep. of the
27. Côte d'Ivoire
28. Cuba
29. Djibouti
30. Dominica
31. Dominican Republic
32. Ecuador
33. El Salvador
34. Equatorial Guinea
35. Eritrea
36. Ethiopia
37. Fiji Islands
38. Gabon
39. Gambia
40. Georgia
41. Ghana
42. Grenada
43. Guatemala
44. Guinea
45. Guinea-Bissau
46. Guyana
47. Haiti
48. Honduras
49. India
50. Indonesia
51. Jamaica
52. Kazakhstan
53. Kenya
54. Kiribati
55. Kyrgyzstan
56. Lao, People's Dem. Rep.
57. Lesotho
58. Liberia
59. Madagascar
60. Malawi
61. Malaysia
62. Maldives
63. Mali
64. Mauritania
65. Mauritius
66. Moldova, Rep. of
67. Mongolia
68. Montserrat
69. Mozambique
70. Myanmar
71. Namibia
72. Nauru
73. Nepal
74. Nicaragua
75. Niger
76. Nigeria
77. Pakistan
78. Palau
79. Papua NewGuinea
80. Phillipines
81. Rwanda
82. Saint Kitts and Nevis
83. Saint Lucia
84. Saint Vincent & the Grenadines
85. Samoa
86. São Tomé and Príncipe
87. Senegal
88. Seychelles
89. Sierra Leone
90. Solomon Islands
91. Somalia
92. South Africa
93. South Sudan
94. Sri Lanka
95. Sudan
96. Surinam
97. Swaziland
98. Syrian Arab Republic
99. Tajikistan
100. Tanzania, U. Rep. of
101. Thailand
102. Timor-Leste
103. Togo
104. Tonga
105. Trinidad and Tobago
106. Turkmenistan
107. Turks and Caicos
108. Tuvalu
109. Uganda
110. Ukraine
111. Uzbekistan
112. Vanuatu
113. Vietnam
114. Yemen
115. Zambia
116. Zimbabwe

APPENDIX 2
Patents

TDF Patents

(221) Title: NUCLEOTIDE ANALOGS

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
China (People's Republic)	Granted	7/25/1997	200810083233.70	200810083233.70	12/12/2012
China (People's Republic)	Granted	7/25/1997	97197460.8	ZL97197460.8	4/30/2008
India	Pending	7/25/1997	2076/DEL/1997		

(230) Title: NUCLEOTIDE ANALOG COMPOSITION AND SYNTHESIS METHOD

SubCase	Status	Filing Date	Application No.	Patent No.	Issue Date
China (People's Republic)	Granted	7/23/1998	200510099916.80	ZL200510099916.8	9/24/2008
China (People's Republic)	Granted	7/23/1998	200410046290X	200410046290X	4/19/2006
India	Pending	7/24/1998	896/DEL/2002		
India	Pending	7/24/1998	963/DEL/2002		
India	Pending	7/24/1998	1362/DEL/2004		
India	Granted	7/24/1998	2174/DEL/1998	190780	3/15/2004
Indonesia	Granted	7/23/1998	W-991548	7658	4/11/2002

(270) Title: COMPOSITIONS AND METHODS FOR COMBINATION ANTIVIRAL THERAPY

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
Armenia	Granted	1/13/2004	200501134	15145	6/13/2011
China (People's Republic)	Published	1/13/2004	201510697340.90		
China (People's Republic)	Granted	1/13/2004	201210094391.90	ZL201210094391.9	2/24/2016
China (People's Republic)	Granted	1/13/2004	200480002190.50	200480002190.50	6/6/2012
Eurasian Patent Organization	Published	1/13/2004	201100293		
Eurasian Patent Organization	Granted	1/13/2004	200501134	15145	6/13/2011
Kazakhstan	Granted	1/13/2004	200501134	15145	6/13/2011
Kazakhstan	Pending		200501134 (PTE Application)		

Kyrgyz Republic	Granted	1/13/2004	200501134	15145	6/13/2011
Kyrgyz Republic	Granted		200501134 (PTE Application)	15145	5/31/2012
Moldova	Granted	1/13/2004	200501134	15145	6/13/2011
Tajikistan	Granted	1/13/2004	200501134	15145	6/13/2011
Turkmenistan	Granted	1/13/2004	200501134	15145	6/13/2011
Turkmenistan	Pending		200501134 (PTE Application)		

(676) Title: METHOD AND COMPOSITION FOR PHARMACEUTICAL PRODUCT

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
China (People's Republic)	Granted	6/13/2006	200680026180.40	ZL200680026180.4	10/7/2015

(677) Title: A PHARMACEUTICAL COMPOSITION, A METHOD OF PREPARING THEREOF, AND A METHOD OF TREATING VIRAL DISEASES USING SAID COMPOSITION

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
Armenia	Granted	6/13/2006	200800033	17764	3/29/2013
China (People's Republic)	Granted	6/13/2006	200680026866.30	200680026866.30	3/27/2013
Eurasian Patent Organization	Published	6/13/2006	201201265		
Eurasian Patent Organization	Granted	6/13/2006	200800033	17764	3/29/2013
India	Pending	6/13/2006	9661/DELNP/2007		
Kazakhstan	Granted	6/13/2006	200800033	17764	3/29/2013
Kyrgyz Republic	Granted	6/13/2006	200800033	17764	3/29/2013
Moldova	Granted	6/13/2006	200800033	17764	3/29/2013
South Africa	Granted	6/13/2006	2008/00297	2008/00297	4/28/2010
Tajikistan	Granted	6/13/2006	200800033	17764	3/29/2013
Turkmenistan	Granted	6/13/2006	200800033	17764	3/29/2013

TAF Patents

(249) Title: PRODRUGS OF PHOSPHONATE NUCLEOTIDE ANALOGUES AND METHODS FOR SELECTING AND MAKING SAME

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property	Granted	1200300003	7/20/2001	12393	12/29/2003

Organization (OAPI)					
African Regional Industrial Property Organization	Granted	2003/002724	7/20/2001	AP 1466	9/22/2005
Anguilla	Granted	AI/A/2015/00173	7/20/2001	AI/A/2015/00173	11/2/2015
China (People's Republic)	Granted	1813161.1	7/20/2001	ZL01813161.1	12/27/2006
China (People's Republic)	Granted	200410097845.30	7/20/2001	ZL200410097845.3	7/16/2008
Congo, Democratic Republic of	Granted	NP/002/EXT/2016	7/20/2001	2016/4386	11/11/2016
Ethiopia	Granted	ET/PI/15/184	7/20/2001	135	5/25/2016
Eurasian Patent Organization	Granted	200300188	7/20/2001	4926	10/28/2004
Falkland Islands (Malvinas)	Granted		7/20/2001	15365	8/25/2015
Fiji	Published	1214	7/20/2001		
Grenada	Granted	7 of 2015	7/20/2001	7 of 2015	10/6/2015
Guyana	Published	1641	7/20/2001		
Haiti	Pending		7/20/2001		
India	Granted	9/MUMNP/2003	7/20/2001	208435	7/27/2007
India	Granted	00529/MUMNP/2006	7/20/2001	241597	7/14/2010
Indonesia	Granted	W-00200602129	7/20/2001	IDP0022897	2/20/2009
Indonesia	Granted	W-00200804005	7/20/2001	IDP000040148	2/15/2016
Indonesia	Granted	W00200300261	7/20/2001	IDP0022911	2/20/2009
Jamaica	Pending	18/1/5695	7/20/2001		
Kiribati	Granted	14/15	7/20/2001	14/15	10/7/2015
Montserrat	Granted	1961695.2	7/20/2001	1301519	9/23/2015
Nepal	Pending	669	7/20/2001		
Seychelles	Granted	1301519	7/20/2001	1301519	5/25/2016
Sierra Leone	Pending	EP1301519	7/20/2001		
Solomon Islands	Granted	J37/371	7/20/2001	J37/371	3/3/2016
South Africa	Granted	2002/10271	7/20/2001	2002/10271	12/31/2003
Turks and Caicos Islands	Pending	10213	7/20/2001		
Tuvalu	Granted		2/25/2015	TVP1301519	1/6/2016
Vietnam	Granted	1-2002-01193	7/20/2001	8475	5/24/2010
Virgin Islands (British)	Granted	414/5/2015	7/20/2001	414/5/2015	12/1/2015

(872) Title: TENOFOVIR ALAFENAMIDE HEMIFUMARATE

Country	Status	Application No.	Filing	Patent	Issue Date

			Date	No.	
African Intellectual Property Organization (OAPI)	Granted	1201400057	8/15/2012	17070	6/29/2015
African Regional Industrial Property Organization	Granted	AP/P/2014/007437	8/15/2012	3639	3/31/2016
Bahamas	Granted	2441	8/15/2012	2441	6/19/2014
Bolivia	Pending	SP-0277-2012	8/15/2012		
China (People's Republic)	Published	201280039891.00	8/15/2012		
Ecuador	Pending	SP-14-13206-PCT	8/15/2012		
El Salvador	Pending	E-4659-2014	8/15/2012		
Eurasian Patent Organization	Published	201490208	8/15/2012		
India	Pending	1012/DELNP/2014	8/15/2012		
Indonesia	Published	P00201400805	8/15/2012		
Moldova	Pending	A20140011	8/15/2012		
Pakistan	Pending	539/2012	8/15/2012		
Philippines	Granted	1-2014-500349	8/15/2012	1-2014-500349	2/29/2016
South Africa	Allowed	2014/00582	8/15/2012		
Thailand	Pending	1401000784	8/15/2012		
Vietnam	Pending	1-2014-00440	8/15/2012		

(877) Title: METHODS FOR PREPARING ANTI-VIRAL NUCLEOTIDE ANALOGS

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Bahamas	Granted	2455	10/3/2012	2455	6/24/2014
Bolivia	Granted	SP-0352-2012	10/3/2012	6385-B	11/26/2014
China (People's Republic)	Published	201280048965.70	10/3/2012		
Ecuador	Published	IEPI-2014-74	10/3/2012		
El Salvador	Published	E-4696/2014	10/3/2012		
Eurasian Patent Organization	Allowed	201490753	10/3/2012		
India	Published	2953/DELNP/2014	10/3/2012		
Pakistan	Pending	671/2012	10/3/2012		

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(JF-0136) Title: COMPOUND AND METHOD OF USE

Country	Status	Application No.	Filing Date	Patent No.	
Bolivia	Pending	SP-230265	11/18/2003		
China (People's Republic)	Granted	200380100277.10	11/20/2003	ZL200380100277.1	3/19/2008

India	Granted 01316/CHENP/2004	11/20/2003	245833	2/3/2011
Indonesia	Granted WO00200401542	11/20/2003	P0023507	6/1/2009
Nigeria	Granted 424/2003	11/19/2003	RP.15779	10/20/2004
Philippines	Granted 1-2004-500895	11/20/2003	1-2004-500895	8/20/2008
South Africa	Granted 2004/4537	11/20/2003	2004/4537	8/31/2005
Thailand	Pending 301004379	11/20/2003		
Vietnam	Granted 1-2004-00605	11/20/2003	1-0011884	10/7/2013

(JF-0179) Title: CRYSTALLINE FORM

Country	Status	Application No.	Filing Date	Patent No.	
Bolivia	Pending	SP-250121	5/19/2005		
China (People's Republic)	Granted	200580016142.60	5/19/2005	ZL200580016142.6	5/26/2010
India	Pending	357/CHENP/2010	5/19/2005		
Philippines	Granted	1-2006-502297	5/19/2005	1-2006-502297	11/19/2010
South Africa	Granted	2006/10647	5/19/2005	2006/10647	6/25/2008
Thailand	Pending	100718	5/19/2005		

(JF-0193) Title: MANUFACTURING PROCESS: ROUTE D AND F

Country	Status	Application No.:	Filing Date	Patent No.	Issue Date
China	Granted	200780016151.40	3/6/2007	200780016151.40	2/6/2013
India	Granted	5344/CHENP/2008	3/6/2007	258895	2/13/2014
India	Pending	532/CHENP/2014	3/6/2007		

(JF-0192) Title: MANUFACTURING PROCESS: ROUTE C AND E

Country	Status	Application No.	Filing Date	Patent No:	Issue Date
African Regional Industrial Property Organization	Granted	AP/P/2008/004621	3/6/2007	2914	5/5/2014
China	Granted	200780016172.60	3/6/2007	ZL200780016172.60	5/29/2013
Eurasian Patent Organization	Granted	200870321	3/6/2007	17861	3/29/2013
Indonesia	Pending	W00200802860	3/6/2007	IDP0032077	10/22/2012
India	Granted	5341/CHENP/2008	3/6/2007	258747	2/4/2014
India	Pending	613/CHENP/2014	3/6/2007		
African Intellectual Property Organization (OAPI)	Granted	1200800317	3/6/2007	14280	3/31/2009
Vietnam	Granted	1-2008-02431	3/6/2007	14450	8/17/2015

South Africa	Granted	2008/07547	3/6/2007	2008/07547	11/25/2009

(718) Title: METHODS OF IMPROVING THE PHARMACOKINETICS OF HIV INTEGRASE INHIBITORS

Country	Status	Application No.	Filing Date	Patent No.	
Armenia	Granted	200801619	12/29/2006	18544	8/30/2013
African Regional Industrial Property Organization	Granted	AP/P/2008/004522	12/29/2006	AP2702	7/31/2013
China (People's Republic)	Published	201410249622.80	12/29/2006		
Eurasian Patent Organization	Granted	200801619	12/29/2006	18544	8/30/2013
Eurasian Patent Organization	Published	201201496	12/29/2006		
Indonesia	Pending	W00201102461	12/29/2006		
Indonesia	Published	W00 2008 02128	12/29/2006		
India	Pending	6748/DELNP/2015	12/29/2006		
India	Pending	5576/DELNP/2008	12/29/2006		
Kyrgyz Republic	Granted	200801619	12/29/2006	18544	8/30/2013
Moldova	Granted	200801619	12/29/2006	18544	8/30/2013
African Intellectual Property Organization (OAPI)	Granted	1200800239	12/29/2006	14320	6/30/2009
Tajikistan	Granted	200801619	12/29/2006	18544	8/30/2013
Turkmenistan	Granted	200801619	12/29/2006	18544	8/30/2013
Vietnam	Pending	1-2008-01921	12/29/2006		
South Africa	Granted	2008/06222	12/29/2006	2008/06222	3/25/2009

(720) Title: PROCESS AND INTERMEDIATES FOR PREPARING INTEGRASE INHIBITORS

Country	Status	Application No.	Filing Date	Patent Number	Issue Date
Armenia	Granted	200900441	9/11/2007	22099	11/30/2015
African Regional Industrial Property Organization	Granted	AP/P/2009/004831	9/11/2007	AP3004	10/16/2014
China	Granted	200780033907.60	9/11/2007	ZL200780033907.6	10/16/2013
China	Granted	201210224990.80	9/11/2007	CN102766098B	3/30/2016
China	Abandoned	201510922236.50	9/11/2007		
China	Published	201510922511.30	9/11/2007		
Eurasian Patent Organization	Granted	200900441	9/11/2007	22099	11/30/2015
Indonesia	Published	W00200900634	9/11/2007		
Kyrgyz Republic	Granted	200900441	9/11/2007	22099	11/30/2015

Kazakhstan	Granted	200900441	9/11/2007 22099	11/30/2015
Moldova	Granted	200900441	9/11/2007 22099	11/30/2015
African Intellectual Property Organization (OAPI)	Granted	1200900070	9/11/2007 14458	9/30/2009
Thailand	Published	701004583	9/11/2007	
Tajikistan	Granted	200900441	9/11/2007 22099	11/30/2015
Turkmenistan	Granted	200900441	9/11/2007 22099	11/30/2015
Vietnam	Granted	1-2009-00636	9/11/2007 11932	10/22/2013
Vietnam	Granted	1-2012-01354	9/11/2007 14698	10/20/2015
South Africa	Granted	2009/01576	9/11/2007 2009/01576	2/24/2010

(746) Title: PROCESS AND INTERMEDIATES FOR PREPARING INTEGRASE INHIBITORS

Country	Status	Application No	Filing Date	Patent Number	Issue Date
African Regional Industrial Property Organization	Granted	AP/P/2010/005187	9/11/2008	AP 2785	10/31/2013
China	Granted	200880106554.20	9/11/2008	ZL200880106554.2	7/9/2014
Eurasian Patent Organization	Granted	201070256	9/11/2008	19431	3/31/2014
Ecuador	Inactive	SP-10-10081	9/11/2008		
Indonesia	Published	W00201000759	9/11/2008		
India	Pending	1615/DELNP/2010	9/11/2008		
African Intellectual Property Organization (OAPI)	Granted	1201000093	9/11/2008	15058	
Thailand	Published	801004676	9/11/2008		
Vietnam	Granted	1-2010-00483	9/11/2008	10866	11/20/2012
South Africa	Granted	2010/02066	9/11/2008	2010/02066	12/29/2010

(903) Title: PROCESS AND INTERMEDIATES FOR PREPARING INTEGRASE INHIBITORS

Country	Status	Application No.	Filing Date	Patent No.	
China (People's Republic)	Granted	201380041287.60	8/1/2013	ZL201380041287.6	11/2/2016
Eurasian Patent Organization	Allowed	201590018	8/1/2013		
India	Pending	1688/DELNP/2015	8/1/2013		

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(692) Title: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1200800450	9/30/2009	14409
African Regional Industrial Property Organization	Granted	AP/P/2008/004720	9/30/2014	AP2985
Anguilla	Granted	AI/A/2015/00172	11/2/2015	AI/A/2015/00172
Armenia	Granted	200900155	11/28/2014	20489
China (People's Republic)	Granted	200780025607.30	5/29/2013	ZL200780025607.3
China (People's Republic)	Granted	201310141408.60	4/29/2015	ZL201310141408.6
Congo, Democratic Republic of	Pending	NP/004/EXT/2016		
Ethiopia	Granted	ET/PI/15/185	5/25/2016	134
Eurasian Patent Organization	Allowed	201270738		
Eurasian Patent Organization	Granted	200900155	11/28/2014	20489
Fiji	Published	1217		
Guyana	Published	1642		
Haiti	Pending			
India	Pending	10487/DELNP/2008		
Indonesia	Granted	W00200900061	8/12/2016	IDP00042227
Jamaica	Pending	18/1/5696		
Kazakhstan	Granted	200900155	11/28/2014	20489
Kiribati	Granted	13/15	10/7/2015	13/15
Kyrgyz Republic	Granted	200900155	11/28/2014	20489
Moldova	Granted	200900155	11/28/2014	20489
Montserrat	Granted		9/23/2015	3 of 2015
Nauru	Pending			
Nepal	Pending	894		
Seychelles	Granted	2049506	5/25/2016	2049506
Sierra Leone	Pending	EP2049506		
Solomon Islands	Granted	J37/370	2/10/2016	J37/370
South Africa	Pending	2008/10399		
Tajikistan	Granted	200900155	11/28/2014	20489
Thailand	Published	701003404		
Turkmenistan	Granted	200900155	11/28/2014	20489
Turks and Caicos Islands	Pending	10214		
Tuvalu	Granted		11/7/2015	TVP2049506
Vanuatu	Unfiled			
Vietnam	Pending	1-2009-00240		
Vietnam	Pending	1-2012-02702		
Virgin Islands (British)	Granted	415/6/2015	12/1/2015	415/6/2015

(719) Title: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1200900273	6/30/2010	14749
African Regional Industrial Property Organization	Granted	AP/P/2009/004964	9/16/2014	AP2986
African Regional Industrial Property Organization	Granted	AP/P/2013/007042	11/30/2016	AP3915
Armenia	Granted	200901155	7/30/2014	19893
China (People's Republic)	Granted	201310326757.50	6/10/2015	10326757
China (People's Republic)	Granted	200880013255.40	8/28/2013	ZL200880013255.4
Eurasian Patent Organization	Granted	200901155	7/30/2014	19893
Fiji	Granted			
Indonesia	Granted	W00200902299	3/18/2015	IDP000038076
Kazakhstan	Granted	200901155	7/30/2014	19893
Kyrgyz Republic	Granted	200901155	7/30/2014	19893
Moldova	Granted	200901155	7/30/2014	19893
South Africa	Pending	2009/05882		
South Africa	Unfiled			
Tajikistan	Granted	200901155	7/30/2014	19893
Thailand	Pending	801000867		
Turkmenistan	Granted	200901155	7/30/2014	19893
Vietnam	Pending	1-2009-01990		
Vietnam	Pending	1-2012-02696		

(757) Title: THE USE OF SOLID CARRIER PARTICLES TO IMPROVE THE PROCESSABILITY OF A PHARMACEUTICAL AGENT

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201000364	9/28/2012	15589
African Regional Industrial Property Organization	Granted	AP/P/2010/005429	1/30/2015	3209
Armenia	Granted	201071173	3/31/2016	22950
Belarus	Granted	201071173	3/31/2016	22950
China (People's Republic)	Published	201510408376.00		
China (People's Republic)	Published	201310447258.10		
Ecuador	Pending	SP-10-10636		
Eurasian Patent Organization	Published	201591353		
Eurasian Patent Organization	Granted	201071173	3/31/2016	22950
India	Pending	7565/DELNP/2010		

Indonesia	Published	W00201004105		
Kazakhstan	Granted	201071173	3/31/2016	22950
Kyrgyz Republic	Granted	201071173	3/31/2016	22950
Moldova	Granted	201071173	3/31/2016	22950
South Africa	Granted	2010/08007	10/26/2011	2010/08007
Tajikistan	Granted	201071173	3/31/2016	22950
Turkmenistan	Granted	201071173	3/31/2016	22950
Vietnam	Pending	1-2010-02929		

(775) Title: METHOD OF PREPARING AN INHIBITOR OF CYTOCHROME P450 MONOOXYGENASE, AND INTERMEDIATES INVOLVED

Country	Status	Application No.	Filing Date	Patent No.
African Regional Industrial Property Organization	Granted	AP/P/2011/005864		
African Intellectual Property Organization (OAPI)	Granted	1201100311.00	4/1/2010	15801
Bolivia	Published	SP-0082-2010	4/1/2010	
China	Granted	201080014307.70	4/1/2010	ZL201080014307.7
China	Published	201510160505.90	4/1/2010	
Eurasian Patent Organization	Granted	201190179.00	4/1/2010	22739
Eurasian Patent Organization	Published	201590979.00	4/1/2010	
Ecuador	Pending	SP-11-11391	4/1/2010	
Indonesia	Granted	W00201103554	4/1/2010	IDP000041448
India	Pending	7323/DELNP/2011	4/1/2010	
Pakistan	Pending	262/2010	3/31/2010	
Thailand	Published	1101002473.00	4/1/2010	
Vietnam	Pending	1-2011-02324	4/1/2010	
South Africa	Granted	2011/07430	4/1/2010	2011/07430

(783) Title: TABLETS FOR COMBINATION THERAPY

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Pending	1201100281		
African Regional Industrial Property Organization	Granted	AP/P/2011/05857	5/6/2015	AP3250
Armenia	Granted	201190125	5/29/2015	21313
Azerbaijan	Granted	201190125	5/29/2015	21313
Bolivia	Pending	SP-00292010		
China (People's Republic)	Granted	201080006646.00	9/11/2013	ZL201080006646.0

Ecuador	Pending	SP-11-11307	
Eurasian Patent Organization	Published	201491658	
Eurasian Patent Organization	Granted	201190125	5/29/2015 21313
India	Pending	5823/DELNP/2011	
Indonesia	Granted	W00201103098	3/30/2016 IDP000040606
Kazakhstan	Granted	201190125	5/29/2015 21313
Kyrgyz Republic	Granted	201190125	5/29/2015 21313
Moldova	Granted	201190125	5/29/2015 21313
Pakistan	Allowed	94/2010	
Singapore	Published	2014007744	
South Africa	Granted	2011/06154	5/28/2014 2011/06154
Tajikistan	Granted	201190125	5/29/2015 21313
Thailand	Published	1101001423	
Turkmenistan	Granted	201190125	5/29/2015 21313
Vietnam	Pending	1-2011-02035	

(895) Title: METHODS AND INTERMEDIATES FOR PREPARING PHARMACEUTICAL AGENTS

Country	Status	Application No.	Filing Date	Patent No.
China	Abandoned	201380007712.X		
India	Abandoned	6192/DELNP/2014		

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(1007) TITLE: POLYCYCLIC-CARBAMOYLPYRIDONE COMPOUNDS AND THEIR PHARMACEUTICAL USE

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Pending	1201500240	12/19/2013		
African Regional Industrial Property Organization	Pending	AP/P/2015/008510	12/19/2013		
Anguilla	Pending	AI/A/2016/00180	12/19/2013		
Bahamas	Pending	2551	12/19/2013		
Bolivia	Published	SP-00412-2013	12/20/2013		
China	Published	201380073134.X	12/19/2013		
Congo, Democratic Republic of	Pending		12/19/2013		
Ecuador	Published	IEPI-2015-31224	12/19/2013		
El Salvador	Published	E-5002-2015	12/19/2013		

Ethiopia	Pending	ET/PI/16/204	12/19/2013	
Eurasian Patent Organization	Published	201591027	12/19/2013	
Fiji	Published	1229	12/19/2013	
Grenada	Granted		12/19/2013	7/19/2016
Guyana	Pending	1656	12/19/2013	
Haiti	Pending		12/19/2013	
India	Pending	5535/DELNP/2015	12/19/2013	
Indonesia	Allowed	P00201503852	12/19/2013	
Indonesia	Pending	P00201607128	12/19/2013	
Jamaica	Pending	18/1/5740	12/19/2013	
Kiribati	Granted		12/19/2013	9/20/2016
Moldova	Pending	a20150064	12/19/2013	
Montserrat	Granted		12/19/2013 4 OF 2016	5/27/2016
Nepal	Pending	4	12/19/2013	
Pakistan	Pending	908/2013	12/20/2013	
Philippines	Published	1-2015-501445	12/19/2013	
Philippines	Pending	1-2016-500389	12/19/2013	
Seychelles	Pending	2822954	12/19/2013	
Sierra Leone	Pending		12/19/2013	
Solomon Islands	Granted		12/19/2013 J37/379	8/5/2016
South Africa	Pending	2015/04914	12/19/2013	
South Africa	Pending	2015/07997	12/19/2013	
South Korea	Pending	10-2015-7019194	12/19/2013	
Thailand	Pending	1501003563	12/19/2013	
Turks and Caicos Islands	Granted	10226	12/19/2013 10226	9/7/2016
Tuvalu	Granted	TVP2822954	12/19/2013 TVP2822954	8/15/2016
Vietnam	Granted	1-2015-02321	12/19/2013 15503	5/16/2016
Vietnam	Pending	1-2015-04199	12/19/2013	
Virgin Islands (British)	Granted	EP2822954	12/19/2013 427/5/2016	9/21/2016

(1091) Title: SODIUM (2R,5S,13AR)-7,9-DIOXO-10-((2,4,6- TRIFLUOROBENZYL)CARBAMOYL)-2,3,4,5,7,9,13,13A-OCTAHYDRO-2,5-METHANOPYRIDO[1',2':4,5]PYRAZINO[2,1-B]OXAZEPIN-8-OLATE

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Regional Industrial Property Organization	Pending	AP/P/2016/009591	6/19/2015		
African Intellectual Property Organization (OAPI)	Pending	1201600454	6/19/2015		
Bolivia	Published	SP 126-2015	6/19/2015		

Bahamas	Allowed	2701	6/18/2015
China	Published	201580033152.40	6/19/2015
Cuba	Pending	2016-0187	6/19/2015
Dominican Republic	Published	P2016-0327	6/19/2015
Eurasian Patent Organization	Pending	201692414	6/19/2015
Ecuador	Published	IEPI-2016-95566	6/19/2015
El Salvador	Pending	2016005339	6/19/2015
Guatemala	Pending	A2016-000262	6/19/2015
Indonesia	Unfiled		
India	Pending	201617042937.00	6/19/2015
Nigeria	Pending	NG/PT/C/2016/2106	6/19/2015
Philippines	Pending		
Pakistan	Pending	382/2015	6/18/2015
Thailand	Pending		
Trinidad and Tobago	Pending	TT/A/2016/00132	6/19/2015
Vietnam	Pending		
South Africa	Pending	2016/08744	6/19/2015

(1147) Title: THERAPEUTIC COMPOSITIONS FOR TREATMENT OF HUMAN IMMUNODEFICIENCY VIRUS

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Bangladesh	Pending	272/2016	11/2/2016		
Bolivia	Pending	SP-0260-2016	11/9/2016		
Bahamas	Pending		11/8/2016		
Pakistan	Pending	696/2016	11/9/2016		
Patent Cooperation Treaty	Entered NP	US2016/060989	11/8/2016		

(1062) Title: SYNTHESIS OF POLYCYCLIC-CARBAMOYLPYRIDONE COMPOUNDS

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Bahamas	Allowed	2702	6/18/2015		
China	Pending	201580033052.10	6/16/2015		
Eurasian Patent Organization	Pending	201692412	6/16/2015		
India	Pending	201717000457.00	6/16/2015		
Patent Cooperation Treaty	Entered NP	US2015/036017	6/16/2015		

(221) Title:NUCLEOTIDE ANALOGS

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
China (People's Republic)	Granted	7/25/1997	200810083233.70	200810083233.70	12/12/2012
China (People's Republic)	Granted	7/25/1997	97197460.8	ZL97197460.8	4/30/2008
India	Pending	7/25/1997	2076/DEL/1997		

(230) Title: NUCLEOTIDE ANALOG COMPOSITION AND SYNTHESIS METHOD

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
China (People's Republic)	Granted	7/23/1998	200510099916.80	ZL200510099916.8	9/24/2008
China (People's Republic)	Granted	7/23/1998	200410046290X	200410046290X	4/19/2006
India	Pending	7/24/1998	896/DEL/2002		
India	Pending	7/24/1998	963/DEL/2002		
India	Pending	7/24/1998	1362/DEL/2004		
India	Granted	7/24/1998	2174/DEL/1998	190780	3/15/2004
Indonesia	Granted	7/23/1998	W-991548	7658	4/11/2002

(692) Title: DIAMINOALKANE COMPOUNDS (VARIANTS) AND A METHOD OF PREPARING THEREOF (VARIANTS), A PHARMACEUTICAL COMPOSITION AND A THERAPEUTIC AGENT FOR INHIBITING CYTOCHROME-P450-MONOOXYGENASE, METHODS FOR TREATING AN HIV INFECTION AND VIRAL HEPATITS C, A METHOD OF MOD

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Granted	1200800450	9/30/2009	14409	
African Regional Industrial Property Organization	Granted	AP/P/2008/004720	9/30/2014	AP2985	
Anguilla	Granted	AI/A/2015/00172	11/2/2015	AI/A/2015/00172	
Armenia	Granted	200900155	11/28/2014	20489	
China (People's Republic)	Granted	200780025607.30	5/29/2013	ZL200780025607.3	
China (People's Republic)	Granted	201310141408.60	4/29/2015	ZL201310141408.6	
Congo, Democratic Republic of	Pending	NP/004/EXT/2016			
Ethiopia	Granted	ET/PI/15/185	5/25/2016	134	

Eurasian Patent Organization	Allowed	201270738		
Eurasian Patent Organization	Granted	200900155	11/28/2014	20489
Fiji	Published	1217		
Guyana	Published	1642		
Haiti	Pending			
India	Pending	10487/DELNP/2008		
Indonesia	Granted	W00200900061	8/12/2016	IDP00042227
Jamaica	Pending	18/1/5696		
Kazakhstan	Unfiled			
Kazakhstan	Granted	200900155	11/28/2014	20489
Kiribati	Granted	13/15	10/7/2015	13/15
Kyrgyz Republic	Granted	200900155	11/28/2014	20489
Moldova	Granted	200900155	11/28/2014	20489
Montserrat	Granted		9/23/2015	3 of 2015
Nauru	Pending			
Nepal	Pending	894		
Seychelles	Granted	2049506	5/25/2016	2049506
Sierra Leone	Pending	EP2049506		
Solomon Islands	Granted	J37/370	2/10/2016	J37/370
South Africa	Pending	2008/10399		
Tajikistan	Granted	200900155	11/28/2014	20489
Thailand	Published	701003404		
Turkmenistan	Granted	200900155	11/28/2014	20489
Turks and Caicos Islands	Pending	10214		
Tuvalu	Granted		11/7/2015	TVP2049506
Vietnam	Pending	1-2009-00240		
Vietnam	Pending	1-2012-02702		
Virgin Islands (British)	Granted	415/6/2015	12/1/2015	415/6/2015

(719) Title: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1200900273	6/30/2010	14749
African Regional Industrial Property Organization	Granted	AP/P/2009/004964	9/16/2014	AP2986
African Regional Industrial Property Organization	Granted	AP/P/2013/007042	11/30/2016	AP3915
Armenia	Granted	200901155	7/30/2014	19893

China (People's Republic)	Granted 201310326757.50	6/10/2015	10326757
China (People's Republic)	Granted 200880013255.40	8/28/2013	ZL200880013255.4
Eurasian Patent Organization	Granted 200901155	7/30/2014	19893
Fiji	Granted		
Indonesia	Granted W00200902299	3/18/2015	IDP000038076
Kazakhstan	Granted 200901155	7/30/2014	19893
Kyrgyz Republic	Granted 200901155	7/30/2014	19893
Moldova	Granted 200901155	7/30/2014	19893
South Africa	Pending 2009/05882		
South Africa	Unfiled		
Tajikistan	Granted 200901155	7/30/2014	19893
Thailand	Pending 801000867		
Turkmenistan	Granted 200901155	7/30/2014	19893
Vietnam	Pending 1-2009-01990		
Vietnam	Pending 1-2012-02696		

(757) Title: THE USE OF SOLID CARRIER PARTICLES TO IMPROVE THE PROCESSABILITY OF A PHARMACEUTICAL AGENT

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201000364	9/28/2012	15589
African Regional Industrial Property Organization	Granted	AP/P/2010/005429	1/30/2015	3209
Armenia	Granted	201071173	3/31/2016	22950
Belarus	Granted	201071173	3/31/2016	22950
China (People's Republic)	Published	201510408376.00		
China (People's Republic)	Published	201310447258.10		
Ecuador	Pending	SP-10-10636		
Eurasian Patent Organization	Published	201591353		
Eurasian Patent Organization	Granted	201071173	3/31/2016	22950
India	Pending	7565/DELNP/2010		
Indonesia	Published	W00201004105		
Kazakhstan	Granted	201071173	3/31/2016	22950
Kyrgyz Republic	Granted	201071173	3/31/2016	22950
Moldova	Granted	201071173	3/31/2016	22950
South Africa	Granted	2010/08007	10/26/2011	2010/08007
Tajikistan	Granted	201071173	3/31/2016	22950
Turkmenistan	Granted	201071173	3/31/2016	22950
Vietnam	Pending	1-2010-02929		

(775) Title: METHOD OF PREPARING AN INHIBITOR OF CYTOCHROME P450 MONOOXYGENASE, AND INTERMEDIATES INVOLVED

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201100311.00	4/1/2010	15801
Bolivia	Abandoned	11-114.749	4/1/2010	
China	Granted	201080014307.70	4/1/2010	ZL201080014307.7
China	Published	201510160505.90	4/1/2010	
Eurasian Patent Organization	Granted	201190179.00	4/1/2010	22739
Eurasian Patent Organization	Published	201590979.00	4/1/2010	
Ecuador	Pending	SP-11-11391	4/1/2010	
Indonesia	Granted	W00201103554	4/1/2010	IDP000041448
India	Pending	7323/DELNP/2011	4/1/2010	
Pakistan	Pending	262/2010	3/31/2010	
Thailand	Published	1101002473.00	4/1/2010	
Vietnam	Pending	1-2011-02324	4/1/2010	
South Africa	Granted	2011/07430	4/1/2010	2011/07430

(895) Title: METHODS AND INTERMEDIATES FOR PREPARING PHARMACEUTICAL AGENTS

Country	Status	Application No.	Filing Date	Patent No.
China	Abandoned	201380007712.X		
India	Abandoned	6192/DELNP/2014		

(EMU-108) Title: Antiviral Activity and Resolution of 2-Hydroxymethyl-5-(5-Fluorocytosin-1-yl)- 1,3-Oxathiolane

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Philippines	Granted	1-1992-43955	2/20/92	1-1992-43955	2/20/09
Philippines	Granted	55191	12/27/96	1-1996-55191	3/9/07
Philippines	Granted	55192	2/20/92	55192	12/19/08
Philippines	Granted	55193	2/20/92	55193	12/19/08
Philippines	Granted	55194	2/20/92	55194	12/19/08

(EMU-4000) Title: 1,3-Oxathiolane Nucleoside Analogues

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Botswana	Granted	BW/A/1998/00163	4/27/98	BW/P/2002/00042	5/22/03

Domincan Republic	Granted	1793970004607.00	7/10/97	370	7/10/17
Honduras	Granted	PICA97118	8/18/97	3775	4/25/00
Jamaica	Granted	697267	7/8/97	3615	5/25/05
Nicaragua	Granted	97.0096	12/5/97	1134RPI	5/17/99

(TRI1010) Non-Homogenous Systems for the Resolution of Enantiomeric Mixtures

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
China	Granted	99811893.1	8-Oct-99	ZL99811893.1	28-Nov-07

(TRI1020) Method of Manufacture of 1,3-Oxathiolane Nucleosides

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
China	Granted	99809992.9	12-Aug-99	ZL99809992.9	10-Mar-04

(783) Title: TABLETS FOR COMBINATION THERAPY

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Pending	1201100281		
African Regional Industrial Property Organization	Granted	AP/P/2011/05857	5/6/2015	AP3250
Armenia	Granted	201190125	5/29/2015	21313
Azerbaijan	Granted	201190125	5/29/2015	21313
Bolivia	Pending	SP-00292010		
China (People's Republic)	Granted	201080006646.00	9/11/2013	ZL201080006646.0
Ecuador	Pending	SP-11-11307		
Eurasian Patent Organization	Published	201491658		
Eurasian Patent Organization	Granted	201190125	5/29/2015	21313
India	Pending	5823/DELNP/2011		
Indonesia	Granted	W00201103098	3/30/2016	IDP000040606
Kazakhstan	Granted	201190125	5/29/2015	21313
Kyrgyz Republic	Granted	201190125	5/29/2015	21313
Moldova	Granted	201190125	5/29/2015	21313
Pakistan	Allowed	94/2010		
Singapore	Published	2014007744		
South Africa	Granted	2011/06154	5/28/2014	2011/06154
Tajikistan	Granted	201190125	5/29/2015	21313
Thailand	Published	1101001423		
Turkmenistan	Granted	201190125	5/29/2015	21313
Vietnam	Pending	1-2011-02035		

(249) Title: PRODRUGS OF PHOSPHONATE NUCLEOTIDE ANALOGUES AND METHODS FOR SELECTING AND MAKING SAME

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Granted	1200300003	7/20/2001	12393	12/29/2003
African Regional Industrial Property Organization	Granted	2003/002724	7/20/2001	AP 1466	9/22/2005
Anguilla	Granted	AI/A/2015/00173	7/20/2001	AI/A/2015/00173	11/2/2015
China (People's Republic)	Granted	1813161.1	7/20/2001	ZL01813161.1	12/27/2006
China (People's Republic)	Granted	200410097845.30	7/20/2001	ZL200410097845.3	7/16/2008
Congo, Democratic Republic of	Granted	NP/002/EXT/2016	7/20/2001	2016/4386	11/11/2016
Ethiopia	Granted	ET/PI/15/184	7/20/2001	135	5/25/2016
Eurasian Patent Organization	Granted	200300188	7/20/2001	4926	10/28/2004
Falkland Islands (Malvinas)	Granted		7/20/2001	15365	8/25/2015
Fiji	Published	1214	7/20/2001		
Grenada	Granted	7 of 2015	7/20/2001	7 of 2015	10/6/2015
Guyana	Published	1641	7/20/2001		
Haiti	Pending		7/20/2001		
India	Granted	9/MUMNP/2003	7/20/2001	208435	7/27/2007
India	Granted	00529/MUMNP/2006	7/20/2001	241597	7/14/2010
Indonesia	Granted	W-00200602129	7/20/2001	IDP0022897	2/20/2009
Indonesia	Granted	W-00200804005	7/20/2001	IDP000040148	2/15/2016
Indonesia	Granted	W00200300261	7/20/2001	IDP0022911	2/20/2009
Jamaica	Pending	18/1/5695	7/20/2001		
Kiribati	Granted	14/15	7/20/2001	14/15	10/7/2015
Montserrat	Granted	1961695.2	7/20/2001	1301519	9/23/2015
Nepal	Pending	669	7/20/2001		
Seychelles	Granted	1301519	7/20/2001	1301519	5/25/2016
Sierra Leone	Pending	EP1301519	7/20/2001		
Solomon Islands	Granted	J37/371	7/20/2001	J37/371	3/3/2016
South Africa	Granted	2002/10271	7/20/2001	2002/10271	12/31/2003

Turks and Caicos Islands	Pending	10213	7/20/2001	
Tuvalu	Granted		2/25/2015 TVP1301519	1/6/2016
Vietnam	Granted	1-2002-01193	7/20/2001 8475	5/24/2010
Virgin Islands (British)	Granted	414/5/2015	7/20/2001 414/5/2015	12/1/2015

(872) Title: TENOFOVIR ALAFENAMIDE HEMIFUMARATE

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Granted	1201400057	8/15/2012	17070	6/29/2015
African Regional Industrial Property Organization	Granted	AP/P/2014/007437	8/15/2012	3639	3/31/2016
Bahamas	Granted	2441	8/15/2012	2441	6/19/2014
Bolivia	Pending	SP-0277-2012	8/15/2012		
China (People's Republic)	Published	201280039891.00	8/15/2012		
Ecuador	Pending	SP-14-13206-PCT	8/15/2012		
El Salvador	Pending	E-4659-2014	8/15/2012		
Eurasian Patent Organization	Published	201490208	8/15/2012		
India	Pending	1012/DELNP/2014	8/15/2012		
Indonesia	Published	P00201400805	8/15/2012		
Moldova	Pending	A20140011	8/15/2012		
Pakistan	Pending	539/2012	8/15/2012		
Philippines	Granted	1-2014-500349	8/15/2012	1-2014-500349	2/29/2016
South Africa	Allowed	2014/00582	8/15/2012		
Thailand	Pending	1401000784	8/15/2012		
Vietnam	Pending	1-2014-00440	8/15/2012		

(877) Title: METHODS FOR PREPARING ANTI-VIRAL NUCLEOTIDE ANALOGS

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Bahamas	Granted	2455	10/3/2012	2455	6/24/2014
Bolivia	Granted	SP-0352-2012	10/3/2012	6385-B	11/26/2014
China (People's Republic)	Published	201280048965.70	10/3/2012		
Ecuador	Published	IEPI-2014-74	10/3/2012		
El Salvador	Published	E-4696/2014	10/3/2012		
Eurasian Patent Organization	Allowed	201490753	10/3/2012		
India	Published	2953/DELNP/2014	10/3/2012		

Pakistan	Pending	671/2012	10/3/2012		

(692) Title: DIAMINOALKANE COMPOUNDS (VARIANTS) AND A METHOD OF PREPARING THEREOF (VARIANTS), A PHARMACEUTICAL COMPOSITION AND A THERAPEUTIC AGENT FOR INHIBITING CYTOCHROME-P450-MONOOXYGENASE, METHODS FOR TREATING AN HIV INFECTION AND VIRAL HEPATITS C, A METHOD OF MOD

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Granted	1200800450	9/30/2009	14409	
African Regional Industrial Property Organization	Granted	AP/P/2008/004720	9/30/2014	AP2985	
Anguilla	Granted	AI/A/2015/00172	11/2/2015	AI/A/2015/00172	
Armenia	Granted	200900155	11/28/2014	20489	
China (People's Republic)	Granted	200780025607.30	5/29/2013	ZL200780025607.3	
China (People's Republic)	Granted	201310141408.60	4/29/2015	ZL201310141408.6	
Congo, Democratic Republic of	Pending	NP/004/EXT/2016			
Ethiopia	Granted	ET/PI/15/185	5/25/2016	134	
Eurasian Patent Organization	Allowed	201270738			
Eurasian Patent Organization	Granted	200900155	11/28/2014	20489	
Fiji	Published	1217			
Guyana	Published	1642			
Haiti	Pending				
India	Pending	10487/DELNP/2008			
Indonesia	Granted	W00200900061	8/12/2016	IDP00042227	
Jamaica	Pending	18/1/5696			
Kazakhstan	Unfiled				
Kazakhstan	Granted	200900155	11/28/2014	20489	
Kiribati	Granted	13/15	10/7/2015	13/15	
Kyrgyz Republic	Granted	200900155	11/28/2014	20489	
Moldova	Granted	200900155	11/28/2014	20489	
Montserrat	Granted		9/23/2015	3 of 2015	
Nauru	Pending				
Nepal	Pending	894			
Seychelles	Granted	2049506	5/25/2016	2049506	
Sierra Leone	Pending	EP2049506			

Solomon Islands	Granted	J37/370	2/10/2016 J37/370
South Africa	Pending	2008/10399	
Tajikistan	Granted	200900155	11/28/2014 20489
Thailand	Published	701003404	
Turkmenistan	Granted	200900155	11/28/2014 20489
Turks and Caicos Islands	Pending	10214	
Tuvalu	Granted		11/7/2015 TVP2049506
Vietnam	Pending	1-2009-00240	
Vietnam	Pending	1-2012-02702	
Virgin Islands (British)	Granted	415/6/2015	12/1/2015 415/6/2015

(719) Title: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1200900273	6/30/2010	14749
African Regional Industrial Property Organization	Granted	AP/P/2009/004964	9/16/2014	AP2986
African Regional Industrial Property Organization	Granted	AP/P/2013/007042	11/30/2016	AP3915
Armenia	Granted	200901155	7/30/2014	19893
China (People's Republic)	Granted	201310326757.50	6/10/2015	10326757
China (People's Republic)	Granted	200880013255.40	8/28/2013	ZL200880013255.4
Eurasian Patent Organization	Granted	200901155	7/30/2014	19893
Fiji	Granted			
Indonesia	Granted	W00200902299	3/18/2015	IDP000038076
Kazakhstan	Granted	200901155	7/30/2014	19893
Kyrgyz Republic	Granted	200901155	7/30/2014	19893
Moldova	Granted	200901155	7/30/2014	19893
South Africa	Pending	2009/05882		
South Africa	Unfiled			
Tajikistan	Granted	200901155	7/30/2014	19893
Thailand	Pending	801000867		
Turkmenistan	Granted	200901155	7/30/2014	19893
Vietnam	Pending	1-2009-01990		
Vietnam	Pending	1-2012-02696		

(757) Title: THE USE OF SOLID CARRIER PARTICLES TO IMPROVE THE PROCESSABILITY OF A PHARMACEUTICAL AGENT

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201000364	9/28/2012	15589
African Regional Industrial Property Organization	Granted	AP/P/2010/005429	1/30/2015	3209
Armenia	Granted	201071173	3/31/2016	22950
Belarus	Granted	201071173	3/31/2016	22950
China (People's Republic)	Published	201510408376.00		
China (People's Republic)	Published	201310447258.10		
Ecuador	Pending	SP-10-10636		
Eurasian Patent Organization	Published	201591353		
Eurasian Patent Organization	Granted	201071173	3/31/2016	22950
India	Pending	7565/DELNP/2010		
Indonesia	Published	W00201004105		
Kazakhstan	Granted	201071173	3/31/2016	22950
Kyrgyz Republic	Granted	201071173	3/31/2016	22950
Moldova	Granted	201071173	3/31/2016	22950
South Africa	Granted	2010/08007	10/26/2011	2010/08007
Tajikistan	Granted	201071173	3/31/2016	22950
Turkmenistan	Granted	201071173	3/31/2016	22950
Vietnam	Pending	1-2010-02929		

(775) Title: METHOD OF PREPARING AN INHIBITOR OF CYTOCHROME P450 MONOOXYGENASE, AND INTERMEDIATES INVOLVED

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201100311.00	4/1/2010	15801
Bolivia	Abandoned	11-114.749	4/1/2010	
China	Granted	201080014307.70	4/1/2010	ZL201080014307.7
China	Published	201510160505.90	4/1/2010	
Eurasian Patent Organization	Granted	201190179.00	4/1/2010	22739
Eurasian Patent Organization	Published	201590979.00	4/1/2010	
Ecuador	Pending	SP-11-11391	4/1/2010	
Indonesia	Granted	W00201103554	4/1/2010	IDP000041448
India	Pending	7323/DELNP/2011	4/1/2010	
Pakistan	Pending	262/2010	3/31/2010	
Thailand	Published	1101002473.00	4/1/2010	
Vietnam	Pending	1-2011-02324	4/1/2010	

South Africa	Granted	2011/07430	4/1/2010	2011/07430

(895) Title: METHODS AND INTERMEDIATES FOR PREPARING PHARMACEUTICAL AGENTS

Country	Status	Application No.	Filing Date	Patent No.
China	Abandoned	201380007712.X		
India	Abandoned	6192/DELNP/2014		

(899) Title: THERAPEUTIC COMPOUNDS

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
China (People's Republic)	Published	201380007670.X	2/1/2013		
Eurasian Patent Organization	Published	201491287	2/1/2013		
India	Pending	7100/DELNP/2014	2/1/2013		

(EMU-108) Title: Antiviral Activity and Resolution of 2-Hydroxymethyl-5-(5-Fluorocytosin-1-yl)- 1,3-Oxathiolane

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Philippines	Granted	1-1992-43955	2/20/92	1-1992-43955	2/20/09
Philippines	Granted	55191	12/27/96	1-1996-55191	3/9/07
Philippines	Granted	55192	2/20/92	55192	12/19/08
Philippines	Granted	55193	2/20/92	55193	12/19/08
Philippines	Granted	55194	2/20/92	55194	12/19/08

(EMU-4000) Title: 1,3-Oxathiolane Nucleoside Analogues

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Botswana	Granted	BW/A/1998/00163	4/27/98	BW/P/2002/00042	5/22/03
Domincan Republic	Granted	1793970004607.00	7/10/97	370	7/10/17
Honduras	Granted	PICA97118	8/18/97	3775	4/25/00
Jamaica	Granted	697267	7/8/97	3615	5/25/05
Nicaragua	Granted	97.0096	12/5/97	1134RPI	5/17/99

(TRI1010) Non-Homogenous Systems for the Resolution of Enantiomeric Mixtures

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
China	Granted	99811893.1	8-Oct-99	ZL99811893.1	28-Nov-07

(TRI1020) Method of Manufacture of 1,3-Oxathiolane Nucleosides

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
China	Granted	99809992.9	12-Aug-99	ZL99809992.9	10-Mar-04

For purposes of this Appendix 2, references to “PCT,“OAPI,” “EAPO” and “ARIPO” shall not be construed or interpreted to grant rights to Licensee in any country other than those countries expressly included within the licenses granted to Licensee in Sections 2.2 and 2.3 of this Agreement.

APPENDIX 3
Emtricitabine Patents

(EMU-108) Title: Antiviral Activity and Resolution of 2-Hydroxymethyl-5-(5-Fluorocytosin-1-yl)- 1,3-Oxathiolane

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Philippines	Granted	1-1992-43955	2/20/92	1-1992-43955	2/20/09
Philippines	Granted	55191	12/27/96	1-1996-55191	3/9/07
Philippines	Granted	55192	2/20/92	55192	12/19/08
Philippines	Granted	55193	2/20/92	55193	12/19/08
Philippines	Granted	55194	2/20/92	55194	12/19/08

(EMU-4000) Title: 1,3-Oxathiolane Nucleoside Analogues

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Botswana	Granted	BW/A/1998/00163	4/27/98	BW/P/2002/00042	5/22/03
Dominican Republic	Granted	1793970004607.00	7/10/97	370	7/10/17
Honduras	Granted	PICA97118	8/18/97	3775	4/25/00
Jamaica	Granted	697267	7/8/97	3615	5/25/05
Nicaragua	Granted	97.0096	12/5/97	1134RPI	5/17/99

(TRI1010) Non-Homogenous Systems for the Resolution of Enantiomeric Mixtures

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
China	Granted	99811893.1	8-Oct-99	ZL99811893.1	11/28/07

(TRI1020) Method of Manufacture of 1,3-Oxathiolane Nucleosides

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
China	Granted	99809992.9	12-Aug-99	ZL99809992.9	3/10/04

(270) Title: COMPOSITIONS AND METHODS FOR COMBINATION ANTIVIRAL THERAPY

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
Armenia	Granted	1/13/2004	200501134	15145	6/13/2011
China (People's Republic)	Published	1/13/2004	201510697340.90		
China (People's Republic)	Granted	1/13/2004	201210094391.90	ZL201210094391.9	2/24/2016
China (People's Republic)	Granted	1/13/2004	200480002190.50	200480002190.50	6/6/2012
Eurasian Patent Organization	Published	1/13/2004	201100293		

Eurasian Patent Organization	Granted	1/13/2004	200501134	15145	6/13/2011
Kazakhstan	Granted	1/13/2004	200501134	15145	6/13/2011
Kazakhstan	Pending		200501134 (PTE Application)		
Kyrgyz Republic	Granted	1/13/2004	200501134	15145	6/13/2011
Kyrgyz Republic	Granted		200501134 (PTE Application)	15145	5/31/2012
Moldova	Granted	1/13/2004	200501134	15145	6/13/2011
Tajikistan	Granted	1/13/2004	200501134	15145	6/13/2011
Turkmenistan	Granted	1/13/2004	200501134	15145	6/13/2011
Turkmenistan	Pending		200501134 (PTE Application)		

(677) Title: A PHARMACEUTICAL COMPOSITION, A METHOD OF PREPARING THEREOF, AND A METHOD OF TREATING VIRAL DISEASES USING SAID COMPOSITION

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
Armenia	Granted	6/13/2006	200800033	17764	3/29/2013
China (People's Republic)	Granted	6/13/2006	200680026866.30	200680026866.30	3/27/2013
Eurasian Patent Organization	Published	6/13/2006	201201265		
Eurasian Patent Organization	Granted	6/13/2006	200800033	17764	3/29/2013
India	Pending	6/13/2006	9661/DELNP/2007		
Kazakhstan	Granted	6/13/2006	200800033	17764	3/29/2013
Kyrgyz Republic	Granted	6/13/2006	200800033	17764	3/29/2013
Moldova	Granted	6/13/2006	200800033	17764	3/29/2013
South Africa	Granted	6/13/2006	2008/00297	2008/00297	4/28/2010
Tajikistan	Granted	6/13/2006	200800033	17764	3/29/2013
Turkmenistan	Granted	6/13/2006	200800033	17764	3/29/2013

APPENDIX 4

Countries in the COBI Territory

1. Afghanistan
2. Angola
3. Anguilla
4. Antigua and Barbuda
5. Armenia
6. Aruba
7. Bahamas
8. Bangladesh
9. Barbados
10. Belarus
11. Belize
12. Benin
13. Bhutan
14. Bolivia
15. Botswana
16. British Virgin Islands
17. Burkina Faso
18. Burundi
19. Cambodia
20. Cameroon
21. Cape Verde
22. Central African Republic
23. Chad
24. Comoros
25. Congo, Rep
26. Congo, Dem. Rep. of the
27. Côte d'Ivoire
28. Cuba
29. Djibouti
30. Dominica
31. Dominican Republic
32. Ecuador
33. El Salvador
34. Equatorial Guinea
35. Eritrea
36. Ethiopia
37. Fiji Islands
38. Gabon
39. Gambia
40. Georgia
41. Ghana
42. Grenada
43. Guatemala
44. Guinea
45. Guinea-Bissau
46. Guyana
47. Haiti
48. Honduras
49. India
50. Indonesia
51. Jamaica
52. Kazakhstan
53. Kenya
54. Kiribati
55. Kyrgyzstan
56. Lao, People's Dem. Rep.
57. Lesotho
58. Liberia
59. Madagascar
60. Malawi
61. Malaysia
62. Maldives
63. Mali
64. Mauritania
65. Mauritius
66. Moldova, Rep. of
67. Mongolia
68. Montserrat
69. Mozambique
70. Myanmar
71. Namibia
72. Nauru
73. Nepal
74. Nicaragua
75. Niger
76. Nigeria
77. Pakistan
78. Palau
79. Papua NewGuinea
80. Phillipines
81. Rwanda
82. Saint Kitts and Nevis
83. Saint Lucia
84. Saint Vincent & the Grenadines
85. Samoa
86. São Tomé and Príncipe
87. Senegal
88. Seychelles
89. Sierra Leone
90. Solomon Islands
91. Somalia
92. South Africa
93. South Sudan
94. Sri Lanka
95. Sudan
96. Surinam
97. Swaziland
98. Syrian Arab Republic
99. Tajikistan
100. Tanzania, U. Rep. of
101. Thailand
102. Timor-Leste
103. Togo
104. Tonga
105. Trinidad and Tobago
106. Turkmenistan
107. Turks and Caicos
108. Tuvalu
109. Uganda
110. Ukraine
111. Uzbekistan
112. Vanuatu
113. Vietnam
114. Yemen
115. Zambia
116. Zimbabwe

APPENDIX 5

Countries in the EVG- Quad Territory

1. Afghanistan
2. Angola
3. Anguilla
4. Antigua and Barbuda
5. Armenia
6. Bahamas
7. Bangladesh
8. Barbados
9. Belize
10. Benin
11. Bhutan
12. Bolivia
13. Botswana
14. British Virgin Islands
15. Burkina Faso
16. Burundi
17. Cambodia
18. Cameroon
19. Cape Verde
20. Central African Republic
21. Chad
22. Comoros
23. Congo, Rep
24. Congo, Dem. Rep. of the
25. Côte d'Ivoire
26. Cuba
27. Djibouti
28. Dominica
29. Ecuador
30. El Salvador
31. Equatorial Guinea
32. Eritrea
33. Ethiopia
34. Fiji Islands, Rep. of the
35. Gabon
36. Gambia
37. Georgia
38. Ghana
39. Grenada
40. Guatemala
41. Guinea
42. Guinea-Bissau
43. Guyana
44. Haiti
45. Honduras
46. India
47. Indonesia
48. Jamaica
49. Kazakhstan
50. Kenya
51. Kiribati
52. Kyrgyzstan
53. Lao People's Dem. Rep.
54. Lesotho
55. Liberia
56. Madagascar
57. Malawi
58. Maldives
59. Mali
60. Mauritania
61. Mauritius
62. Moldova, Rep. of
63. Mongolia
64. Mozambique
65. Myanmar
66. Namibia
67. Nauru
68. Nepal
69. Nicaragua
70. Niger
71. Nigeria
72. Pakistan
73. Palau
74. Papua New Guinea
75. Rwanda
76. Saint Kitts and Nevis
77. Saint Lucia
78. Saint Vincent & the Grenadines
79. Samoa
80. São Tomé and Príncipe
81. Senegal
82. Seychelles
83. Sierra Leone
84. Solomon Islands
85. Somalia
86. South Africa
87. South Sudan
88. Sri Lanka
89. Sudan
90. Suriname
91. Swaziland
92. Syrian Arab Republic
93. Tajikistan
94. Tanzania, U. Rep. of
95. Thailand
96. Timor-Leste
97. Togo
98. Tonga
99. Trinidad and Tobago
100. Turkmenistan
101. Turks and Caicos
102. Tuvalu
103. Uganda
104. Uzbekistan
105. Vanuatu
106. Vietnam
107. Yemen
108. Zambia
109. Zimbabwe

APPENDIX 7

Countries in the BIC Territory

1. Afghanistan
2. Angola
3. Anguilla
4. Antigua and Barbuda
5. Armenia
6. Aruba
7. Bahamas
8. Bangladesh
9. Barbados
10. Belarus
11. Belize
12. Benin
13. Bhutan
14. Bolivia
15. Botswana
16. British Virgin Islands
17. Burkina Faso
18. Burundi
19. Cambodia
20. Cameroon
21. Cape Verde
22. Central African Republic
23. Chad
24. Comoros
25. Congo, Rep
26. Congo, Dem. Rep. of the
27. Côte d'Ivoire
28. Cuba
29. Djibouti
30. Dominica
31. Dominican Republic
32. Ecuador
33. El Salvador
34. Equatorial Guinea
35. Eritrea
36. Ethiopia
37. Fiji Islands
38. Gabon
39. Gambia
40. Georgia
41. Ghana
42. Grenada
43. Guatemala
44. Guinea
45. Guinea-Bissau
46. Guyana
47. Haiti
48. Honduras
49. India
50. Indonesia
51. Jamaica
52. Kazakhstan
53. Kenya
54. Kiribati
55. Kyrgyzstan
56. Lao, People's Dem. Rep.
57. Lesotho
58. Liberia
59. Madagascar
60. Malawi
61. Malaysia
62. Maldives
63. Mali
64. Mauritania
65. Mauritius
66. Moldova, Rep. of
67. Mongolia
68. Montserrat
69. Mozambique
70. Myanmar
71. Namibia
72. Nauru
73. Nepal
74. Nicaragua
75. Niger
76. Nigeria
77. Pakistan
78. Palau
79. Papua NewGuinea
80. Phillipines
81. Rwanda
82. Saint Kitts and Nevis
83. Saint Lucia
84. Saint Vincent & the Grenadines
85. Samoa
86. São Tomé and Príncipe
87. Senegal
88. Seychelles
89. Sierra Leone
90. Solomon Islands
91. Somalia
92. South Africa
93. South Sudan
94. Sri Lanka
95. Sudan
96. Surinam
97. Swaziland
98. Syrian Arab Republic
99. Tajikistan
100. Tanzania, U. Rep. of
101. Thailand
102. Timor-Leste
103. Togo
104. Tonga
105. Trinidad and Tobago
106. Turkmenistan
107. Turks and Caicos
108. Tuvalu
109. Uganda
110. Ukraine
111. Uzbekistan
112. Vanuatu
113. Vietnam
114. Yemen
115. Zambia
116. Zimbabwe

APPENDIX 8-A

Form BIC Sublicense Amendment to Form Sublicense Agreement attached hereto as Appendix 6-A

[*] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

APPENDIX 8-B

Form BIC Sublicense Amendment to Form Sublicense Agreement attached hereto as Appendix 6-B

[*] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

APPENDIX 8-C

Form BIC Sublicense Amendment to Form Sublicense Agreement attached hereto as Appendix 6-C

[*] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

APPENDIX 8-D

Form BIC Sublicense Amendment to Form Sublicense Agreement attached hereto as Appendix 6-D

[*] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

[APPENDIX 8-A FOR EXISTING LICENSEES IN INDIA]
FIRST AMENDMENT
TO
[FIRST/SECOND/THIRD] AMENDED AND RESTATED LICENSE AGREEMENT

This FIRST AMENDMENT TO [FIRST/SECOND/THIRD] AMENDED AND RESTATED LICENSE AGREEMENT (this "**Amendment**") is made as of **[Insert Date]** (the "**Amendment Effective Date**") by and among **Gilead Sciences, Inc.** a Delaware corporation having its principal place of business at 333 Lakeside Drive, Foster City, California 94404, USA ("**Gilead**"), the **Medicines Patent Pool**, a non-profit foundation registered under the laws of Switzerland, and having a principal place of business at Rue de Varembé 7, 1202 Geneva, Switzerland ("**MPP**"), and _____ a company registered under the laws of India, and having a registered office at _____, India ("**Licensee**").

RECITALS

WHEREAS, Gilead, MPP, and Licensee entered into that certain [First/Second/Third]][Amended and Restated] License Agreement effective as of _____ (the "**Agreement**"), pursuant to which MPP granted Licensee certain licenses with respect to Gilead's proprietary pharmaceutical agents tenofovir alafenamide, tenofovir disoproxil fumurate, elvitegravir, and cobicistat for treatment of HIV and HBV in developing world countries; and

WHEREAS, Gilead, MPP, and Licensee wish to amend the Agreement to add certain licenses with respect to Gilead's proprietary pharmaceutical agent bictegravir for treatment of HIV in developing world countries, in accordance with the terms and conditions of this Amendment, all as more fully described below.

NOW, THEREFORE, Gilead, MPP, and Licensee agree as follows:

1. Definitions.

   a. The definitions of the below terms are hereby deleted from Section 1 of the Agreement and replaced as follows:

   "**Active Pharmaceutical Ingredient**" or "**API**" shall mean one or more of the following active pharmaceutical ingredients: tenofovir alafenamide ("**TAF**"), tenofovir disoproxil fumarate ("**TDF**"), elvitegravir ("**EVG**"), cobicistat ("**COBI**"), and bictegravir ("**BIC**").

   "**Combination Products**" shall mean COBI Combination Products, EVG Combination Products, TDF Combination Products, TAF Combination Products, BIC Combination Products, and Quad Products.

   "**Patents**" shall mean (a) the patents and patent applications set forth in Appendix 2 hereto and (b) any other patents or patent applications (and resulting patents therefrom) that are in the Territory and owned or controlled by Gilead and its Affiliates during the term of this Agreement including to the extent falling within

clause (b) of this definition (i) those patents and patent applications exclusively licensed by Gilead from Japan Tobacco pursuant to the Japan Tobacco Agreement and (ii) those patents and patent applications claiming improvements or modifications to the manufacture of API, in the case of each patent and patent application referenced in clauses (a) and (b) solely to the extent necessary for Licensee to practice the licenses granted in Section 2 hereof.

"**Product**" shall mean COBI Product, EVG Product, TAF Product, TDF Product, COBI Combination Product, EVG Combination Product, TAF Combination Product, TDF Combination Product, BIC Product, BIC Combination Products, and the Quad Products.

"**Territory**" shall mean the TDF-TAF Territory, the COBI Territory, the EVG-Quad Territory, and the BIC Territory.

b. The below terms are hereby added to Section 1 of the Agreement and are defined as follows:

"**BIC Combination Product**" shall mean a pharmaceutical product containing BIC in combination with any other active pharmaceutical ingredient other than TAF, TDF, EVG, or COBI (in each case subject to the restrictions set forth in Section 4 of this Amendment, including any co formulation, co-packaged product, bundled product, or other type of combination product.

"**BIC Product**" shall mean a formulated and finished pharmaceutical product containing BIC as its sole active pharmaceutical ingredient.

"**BIC Territory**" shall mean those countries listed on Appendix 7.

c. All capitalized terms not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.

2. API License. Section 2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"API License. Subject to the terms and conditions of this Agreement, MPP hereby grants to Licensee a royalty-free, non-exclusive, non-sublicensable (other than a sublicense to an Affiliate in accordance with Section 2.3 below), non-transferable license under the Licensed Technology to (i) make API in India solely for the purposes of exercising the licenses described in this Section 2.1; (ii) offer for sale and sell such API to Licensed Product Suppliers in India, China and South Africa for use solely for purposes set forth in the Licensed Product Suppliers' direct or indirect license from Gilead as set forth in the definition of Licensed Product Suppliers; (iii) import Licensed API into India for purposes of exercising the license set forth in Section 2.2 or (iv) use API for Licensee's own internal use in the applicable Territory. For clarity, the license granted in this Section 2.1 does not include, expressly or by implication, a license under any Gilead intellectual property right to manufacture, sell or distribute any active pharmaceutical ingredient owned or controlled by Gilead other than TAF, TDF, EVG, COBI, and BIC."

3. Product License. Section 2.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Product License. Subject to the terms and conditions of this Agreement, MPP hereby grants to Licensee a royalty-bearing, non-exclusive, non-sublicensable (other than a sublicense to an Affiliate in accordance with Section 2.3 below), non-transferable license under the Licensed Technology solely to make Product in India and sell, have sold, offer for sale, export from India and import (i) TAF Product, TAF Combination Product, TDF Product and TDF Combination Products in the Field in the TDF-TAF Territory, (ii) EVG Product, EVG Combination Products and the Quad Products in the Field in the EVG-Quad Territory, (iii) COBI Products and COBI Combination Products in the Field and in the COBI Territory, and

(ii) BIC Product and BIC Combination Products in the Field and in the BIC Territory; provided that in each case such Products shall be made only from Licensed API. For clarity,

(a) the licenses granted in this Section 2.2 do not include, expressly or by implication, a license under any Gilead intellectual property right to manufacture, sell or distribute any product containing active pharmaceutical ingredients owned or controlled by Gilead other than Products containing TAF, TDF, EVG, COBI, and BIC, and (b) notwithstanding the foregoing, the licenses granted under this Section 2.2 shall not extend to any active pharmaceutical ingredient included within a Product other than TAF, TDF, EVG, COBI, and BIC.

4. Affiliates. Section 2.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Affiliates. Licensee may grant sublicenses under the licenses granted in Section 2.1 or Section 2.2 to its Affiliates located in India upon prior written notice to Gilead and MPP. Upon Gilead's or MPP's request, Licensee shall provide Gilead and/or MPP (as applicable) with the written copies of the applicable sublicense agreement with such Affiliate(s). Further upon Gilead's or MPP's request, Licensee shall name Gilead and/or MPP (as applicable) as a third party beneficiary in any such sublicense agreement, in which case Licensee shall consent and hereby does consent to Gilead's and/or MPP's (as applicable) enforcement of such sublicense agreement to the extent relating to the obligations that Licensee is required hereunder to impose on its Affiliates. Licensee shall ensure that any such Affiliate complies with all the terms of this Agreement as if they were a party to this Agreement, and Licensee will be liable for the activities of such Affiliates as if such activities were performed by Licensee."

5. Product Sales.

   a. Section 2.5(b) of the Agreement is hereby amended to delete the first paragraph of such Section which is hereby replaced with the following:

   "Subject to Sections 10.3(c) and 10.3(d) of the Agreement, Licensee agrees that it will not sell, offer for sale, or assist third parties (including Affiliates) in selling Product *except for* the sale and offer for sale of (A) TAF Product, TAF Combination, TDF Product and TDF Combination Product for use in the Field in and in the countries of the TDF-TAF Territory, (B) COBI Product and COBI Combination Product for use in the Field and in the countries of the COBI Territory, (C) EVG

Product, EVG Combination Product and Quad Product for use in the Field and in the countries of the EVG-Quad Territory, and (D) BIC Product and BIC Combination Product for use in the Field and in the countries of the BIC Territory."

b. Section 2.5(b)(ii) is hereby deleted in its entirety and replaced with the following:

"Licensee agrees that it will not administer BIC to humans, or sell Products containing BIC until Gilead has obtained marketing approval for a Product containing BIC from the FDA."

6. Limitations on Product Combinations. Licensee will be allowed to manufacture and sell BIC in combination with other active pharmaceutical ingredients in the BIC Territory, provided in each case (A) Licensee has the legal right to manufacture and sell such other active pharmaceutical ingredients in the applicable country in the BIC Territory, and (B) such manufacture and sale is in accordance with the licenses granted herein.

7. Gilead Distributors. Section 2.5(d)(i) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Licensee may elect to sell finished Product in the Territory to any Gilead Distributor, provided, however, that (A) Licensee may only sell and offer for sale TAF Product, TAF Combination Product, TDF Product and TDF Combination Product to Gilead Distributors to sell in the TDF-TAF Territory, and may not sell or offer for sale TAF Product, TAF Combination Product, TDF Product or TDF Combination Product outside the TDF-TAF Territory, and may not import TAF Product or TAF Combination Product into any country outside the TDF-TAF Territory, (B) Licensee may only sell and offer for sale COBI Product and COBI Combination Product to Gilead Distributors to sell in the COBI Territory, and may not sell or offer for sale COBI Product or COBI Combination Product outside the COBI Territory, and may not import COBI Product or COBI Combination Product into any country outside the COBI Territory, (C) Licensee may only sell and offer for sale EVG Product, EVG Combination Product and Quad Product to Gilead Distributors to sell in the EVG-Quad Territory, and may not sell or offer for sale EVG Product, EVG Combination Product or Quad Product outside the EVG-Quad Territory, and may not import EVG Product, EVG Combination Product or Quad Product into any country outside the EVG-Quad Territory, (D) Licensee may only sell and offer for sale BIC Product and BIC Combination Product to Gilead Distributors to sell in the BIC Territory, and may not sell or offer for sale BIC Product or BIC Combination Product outside the BIC Territory, and may not import BIC Product or BIC Combination Product into any country outside the BIC Territory, and (E) Licensee shall only sell to such Gilead Distributor those Products that are bioequivalent to the branded products Gilead has granted such Gilead Distributor the right to sell in such country of the applicable Territory. Licensee shall only allow such Gilead Distributor to sell such Product in the countries within the country of the applicable Territory for which such Gilead Distributor has the right to sell branded Gilead product. For example, Licensee shall not sell to a Gilead Distributor (X) a Product containing TDF, emtricitabine (FTC) and efavirenz in a particular country in the TDF-TAF Territory, unless Gilead has granted such distributor the right to sell a branded product containing TDF, FTC and efavirenz in such country in the TDF-TAF Territory, or (Y) a Product containing both TDF and 3TC or both TAF and 3TC."

8. Third Party Reseller Agreements. Section 2.5(e) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Gilead/MPP Approval of Third Party Reseller Agreements. Licensee shall not enter into any agreements with Third Party Resellers on terms inconsistent with this Agreement without obtaining Gilead's prior written approval. If Licensee enters into an agreement with any Third Party Reseller, then Licensee shall notify Gilead and MPP in writing, and shall certify that its arrangement with such Third Party Reseller is consistent with the terms and conditions of this Agreement. Upon Gilead's or MPP's request, Licensee shall provide Gilead and/or MPP (as applicable) with written copies of all agreements executed between Licensee and Third Party Resellers. Further upon Gilead's or MPP's request, Licensee shall name Gilead and/or MPP (as applicable) as a third party beneficiary in any such agreements, in which case Licensee shall consent and hereby does consent to Gilead's and/or MPP's (as applicable) enforcement of such agreements to the extent relating to the obligations that Licensee is required hereunder to impose upon Third Party Resellers. Gilead and/or MPP shall have the right to review all such agreements to verify consistency with the terms and conditions of this Agreement. In the event that any inconsistency is found which had not been specifically discussed and agreed with Gilead, then Gilead and/or MPP shall have the right to require Licensee to terminate such agreement. To the extent any such agreements relate to EVG, EVG Product, EVG Combination Product, or Quad Product, Gilead shall also have the right to share such agreements with Japan Tobacco."

9. Termination of Third Party Agreement by Gilead. Section 2.5(g) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Termination of Third Party Agreements by Gilead. Gilead may terminate the right of Licensee to sell Product to any Third Party Reseller pursuant to this Section **Error! Reference source not found.**, if Gilead believes in good faith that the Third Party Reseller is not acting in a way that is consistent with Licensee's covenants under this Agreement, or if Licensee does not terminate Licensee's agreement with such Third Party Reseller under the circumstances described in Section 2.5(e) or Section 2.5(f)."

10. No Other Licenses. Section 2.6(d)(ii) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Except as expressly set forth in this Agreement, MPP does not grant any license under any of Gilead's intellectual property rights (including, without limitation, patents or rights to any proprietary compounds or drug substances other than API) to Licensee."

11. Sourcing of API from API Suppliers. The last sentence of Section 3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"In the event that any inconsistency is found which had not been specifically discussed and agreed with Gilead, each of Gilead and MPP shall have the right to require Licensee to terminate such agreement with such Gilead Supplier or Licensed API Supplier, and upon notice from Gilead and/or MPP to such effect, Licensee shall immediately terminate such agreement."

12. Royalty. As consideration for the licenses granted in Section 2 of the Agreement, as amended by Sections 2 and 3 of this Amendment, Licensee shall pay Gilead the following royalties on Net Sales of BIC Product and BIC Combination Product in the Territory for the duration of the Royalty Term:

    a. 5% of BIC Product Net Sales in the BIC Territory.

    b. 5% of the portion of BIC Combination Product Net Sales attributable to the BIC component of such BIC Combination Product in the BIC Territory, as determined in accordance with Section 4.2 of the Agreement.

    c. To the extent any TAF Combination Product, TDF Combination Product, EVG Combination Product, and/or COBI Combination Product contains BIC, then in addition to royalties due from Licensee to Gilead for each other royalty bearing API in such Combination Product as set forth in Section 4.1(c), (f) and (h) of the Agreement, respectively, Licensee will pay Gilead 5% of the portion of such Combination Products Net Sales attributable to the BIC component of such Combination Product in the Territory applicable to such Combination Product, as determined in accordance with Section 4.2 of the Agreement.

13. Quarterly Reports. In each Quarterly Report, Licensee shall provide Gilead with the following information (in addition to the information described in Section 4.3 of the Agreement): (i) any Drug Controller General of India export permits obtained by the Licensee for Product, including the quantity of Product exported, the final destination of the Product and the recipient of the Product; and (ii) any Central Drugs Standard Control Organization (CDSCO) No Objection Certificates (NOC) obtained by third parties for Product for which Licensee provided assistance, including the quantity of Product exported, the final destination of the Product and the recipient of the Product.

14. Cooperation. If any party becomes aware of a suspected occurrence of any prohibited activity described in Section 7.2(a)(i)-(viii), such party will notify the other parties promptly, and following such notification, the parties will confer. Gilead (except in the case of Patents relating to EVG, EVG Product, EVG Combination Product or TAF Quad that are subject to the Japan Tobacco Agreement and controlled by Japan Tobacco) will have the right, but not the obligation, to bring an infringement or other action at its own expense, in its own name, and entirely under its own direction and control. Licensee will reasonably assist Gilead (or, where applicable, Japan Tobacco) in such actions or proceedings if so requested, and will lend its name to such actions or proceedings if required by law in order for Gilead (or Japan Tobacco) to bring such an action, which obligations shall survive the expiration or termination of the Agreement.

15. Technology Transfer. Promptly following the later of the Amendment Effective Date and Gilead's receipt of marketing approval from the FDA for a Product containing BIC, Gilead shall make available a one-time technology transfer of know-how owned or controlled by Gilead relating to the manufacture of BIC and such FDA-approved Product containing BIC, as applicable, to the extent, and in the manner specified in Appendix 3 attached hereto. Except as expressly provided in this Section 7, Gilead shall have no further obligation to transfer any other know-how under this Amendment.

16. Manufacturing Requirements Minimum Standards. Section 6.2(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Minimum Standards.

(i) Licensee agrees that it shall manufacture API and Product in a manner consistent with (i) the applicable Indian manufacturing standards; (ii) either World Health Organization ("**WHO**") pre-qualification standards, standards of the European Medicines Agency ("**EMA**"), or United States Food and Drug Administration ("**FDA**") tentative approval standards ("**Minimum Quality Standards**"); and (iii) on a country-by-country basis, any applicable national, regional or local standards as may be required by the specific country where Product is sold.

(ii) As required by MPP, in the event that any of COBI, EVG, TAF or BIC are included in the *WHO Consolidated Guidelines on the use of antiretroviral drugs for treating and preventing HIV infection* ("**WHO Guidelines**") or in the expression of interest for WHO pre-qualification for active pharmaceutical ingredients, Licensee shall apply for WHO pre- qualification or submit such included API's Drug Master File (or equivalent) to the FDA no later than by the second anniversary of any such inclusion.

(iii) As required by MPP, in the event that any TAF Product or TAF Combination Product, BIC Product or BIC Combination Product, COBI Product or COBI Combination Product, EVG Product or EVG Combination Product, or the TDF Quad are included in WHO Guidelines or in the expression of interest for WHO pre-qualification of medicines, Licensee shall apply for WHO pre-qualification or FDA conditional approval for each such Product so included no later than by the third anniversary of any such inclusion."

17. Remedy for Failure. Section 6.2(c) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Remedy for Failure. If Licensee fails at any time to meet the Minimum Quality Standards with respect to the manufacture of API or Product, Gilead and/or MPP may elect, in their sole discretion and notwithstanding Section 10.2 or 10.3 hereof, to suspend the effectiveness of the licenses granted hereunder until such time as Gilead and/or MPP have determined that Licensee has corrected any such failure to Gilead's and/or MPP's reasonable satisfaction. During any such suspension, Gilead and/or MPP and Licensee shall coordinate with each other to provide for the supply of API or Product, as appropriate, to ensure that end-user patient requirements are not disrupted as a result of such suspension."

18. Dose Requirements. All BIC Product and BIC Combination Products manufactured, used or sold by Licensee shall consist of dose concentrations of BIC that have been approved by the FDA. In the case of Products containing BIC, Licensee may manufacture or sell BIC Product, or BIC Combination Product consisting of an Alternate Dosage if such Alternate Dosage has been approved for use in the Field by the appropriate regulatory authority having jurisdiction over such Product.

19. Pediatric Formulations. Licensee will have the right to develop a BIC Product or BIC Combination Product as either a liquid or dispersible tablet formulation for use in pediatric patients less than 12 years of age (such formulation shall be a Pediatric Formulation). If

Licensee is granted regulatory approval to market such Pediatric Formulation, then Licensee will use reasonable efforts to make such Pediatric Formulation available throughout the BIC Territory (for purposes of Section 6.2(e) of the Agreement, the BIC Territory shall be Licensee's Applicable Territory with respect to such Pediatric Formulation).

20. Regulatory Filings and Inspections. To the extent Regulatory Reports relate to EVG, EVG Product, EVG Combination Product, or Quad Product, Gilead will have the right to share such Regulatory Reports with Japan Tobacco, which right shall survive the expiration or termination of the Agreement.

21. Safety Reporting. The following language is hereby added to the Agreement as Section 6.6:

"Safety Reporting.

a. Licensee is responsible for all single and periodic reporting to all applicable regulatory authorities for the Products manufactured by or on behalf of Licensee under the Agreement.

b. Licensee is responsible for all pharmacovigilance activities with respect to such Products, including but not limited to all associated signal detection, risk management and product labelling requirements.

c. In the event Licensee receives an individual case safety report associated with any Gilead proprietary product, Licensee agrees to forward such reports to Gilead at E-Mail: SafetyFC@gilead.com Fax: +1-650-522-5477.

d. Licensee will forward details of any confirmed safety signals or emerging safety issues relating to Products manufactured by or on behalf of Licensee under this Agreement and any supporting documentation to the risk management contact at Gilead: Neda.Shokrai@gilead.com."

22. Diversion of Product and Technology. Section 7.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Diversion of Product and Technology.

(a) Licensee covenants and agrees that Licensee and its Affiliates shall not, and shall require its Distributors and Third party Resellers not to: (i) divert or allow the diversion of API outside of India, China or South Africa, or to third parties that do not constitute Licensed Product Suppliers, (ii) divert or allow the diversion of TDF Product, TDF Combination Product, TAF Product or TAF Combination Product outside the TDF-TAF Territory, (iii) divert or allow the diversion of COBI Product or COBI Combination Product outside the COBI Territory, (iv) divert or allow the diversion of EVG Product, EVG Combination Product or Quad Product outside the EVG-Quad Territory, (v) divert or allow the diversion of BIC Product or BIC Combination Product outside the BIC Territory, (vi) divert or allow the diversion of Licensed Technology to any third party, except as expressly permitted under this Agreement, (vii) take any action that Gilead determines in good faith to be in furtherance of the activities described in clauses (i) - (vi), or (viii) assist or support,

directly or indirectly, any third party in the conduct of the activities described in clauses (i) - (vii). The parties agree that it shall not be a breach of Section 3.1 or this Section 7.2 for Licensee or its Affiliate to file marketing approval applications for any Product in a country outside of the Territory as required by applicable regulatory authorities in such country for the commercialization of such Product in such country, or for Licensee or its Affiliate to provide developmental quantities of API or Product in support of its own marketing approval applications or a third party's application for marketing approval, in each case, as required by applicable regulatory authorities in such country, it being understood that this provision shall not be construed as expressly or implicitly granting Licensee any right or license under any Gilead intellectual property rights beyond the licenses granted in Section 2 of this Agreement or otherwise providing any authorization by Gilead to do so, and does not constitute a waiver of any rights of Gilead under law that it may have to contest the filing or granting of such marketing approval applications."

(b) Damages. In the event (i) any Product is diverted (x) by Licensee or its Affiliate sublicensees, or (y) by another party with the assistance of the Licensee or its Affiliate sublicensees, in each case to any country outside the Territory in any manner described in Section 7.2(a), and (ii) a patent covering such Product has been granted in such country or in the country(ies) outside the Territory in which such Product is manufactured (collectively the circumstance described by clause (i) and (ii), a "**Diversion Event**"), then in addition to any other remedies Gilead may be entitled to at law or in equity, Gilead shall be entitled to injunctive relief and to receive lost profits associated with the Diversion Event, which such lost profits will be determined by taking into consideration the following factors: (1) the quantity of Product that is the subject of such Diversion Event; (2) the average profit Gilead receives from its sale of such Product in the country(ies) outside the Territory into which such Product was sold or otherwise transferred; and (3) any erosion in Gilead's market share in such country(ies) outside the Territory as a result of such Diversion Event. This Section 7.2(b) shall survive the expiration or termination of the Agreement with respect to Products sold prior to such expiration or termination."

23. General Law Compliance. Section 7.3(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

"General Law Compliance. Licensee covenants and agrees that it shall perform all activities under this Agreement in accordance with all applicable laws, rules, and regulations, including, without limitation, with respect to privacy, data protection, recalls, safety and reporting requirements and shall obtain, have and maintain all necessary regulatory approvals (including in India), marketing authorizations, permits and licenses, at Licensee's expense for the manufacture and sale of API and/or Product and any other Licensee activities contemplated hereby."

24. FCPA and UK Bribery Act. Section 7.3(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

"FCPA and UK Bribery Act. Licensee covenants and agrees that neither the Licensee, nor any of its affiliates, nor any of their respective directors, officers, employees or agents (all of the foregoing, including affiliates collectively, "**Licensee Representatives**") has taken any

action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended (such act, including the rules and regulations thereunder, the "**FCPA**"), the U.K. Bribery Act of 2010 ("**Bribery Act**"), or any other applicable anti-bribery or anticorruption laws, rules or regulations (collectively with the FCPA and the Bribery Act, the "**Anticorruption Laws**"). Licensee covenants and agrees that Licensee and Licensee Representatives have conducted and will conduct their businesses in compliance with the Anticorruption Laws. Licensee covenants and agrees that it shall provide to Gilead on the Amendment Effective Date and within thirty (30) days after the beginning of each calendar year thereafter, certification in writing by Licensee of Licensee's compliance with the Anticorruption Laws."

25. Gilead Right to Terminate. Section 10.3(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

"(b) Gilead and/or MPP shall have the right to terminate this Agreement, the covenant contained in Section 7.5 and/or one or both of the licenses granted pursuant to Section 2.1 or Section 2.2 (whether or not such event constitutes a right of termination pursuant to Section 10.2), if:

(i) Gilead determines in good faith that (A) a material quantity of API made or sold by Licensee has been diverted outside of South Africa, China or India, or to third parties that are not Licensed Product Suppliers, (B) a material quantity of Product made and/or sold by Licensee has been diverted to countries outside the Territory (other than with respect to such diversions occurring solely as a result of the circumstances expressly contemplated in Sections 7.3(c), 10.3(c) and 10.3(d) below), or (C) any of the prohibited activies described in Section 7.2(a)(i)-(viii) has occurred;

(ii) Gilead and/or MPP determines in good faith that, due to material deficiencies in Licensee's compliance, or repeated failure to comply, with the Minimum Quality Standards, Licensee is unable to reliably and consistently manufacture API or Product in accordance with the Minimum Quality Standards;

(iii) Gilead determines in good faith that Licensee has obtained material quantities of API from sources outside of India, South Africa or China (subject to the provisions set forth in Sections 7.3(c) and 10.3(c)), or in ways that are inconsistent with the terms and conditions of Section 3; or

(iv) Gilead's rights to EVG terminate due to the termination of the Japan Tobacco Agreement, provided, however, that in such event, such termination would only apply on a Product-by-Product basis and only with respect to Products containing EVG that are subject to the sublicense granted by Gilead under the Japan Tobacco Agreement.

Gilead shall give Licensee and MPP written notice of any such event and provide Licensee with a period of thirty (30) days after such notice to demonstrate that the conditions giving rise to Gilead's determination no longer exist to Gilead's reasonable satisfaction. If Licensee is unable to do so, this Agreement shall be terminated effective upon the thirtieth (30th) day following such notice. In the event that MPP independently exercises its right to terminate this Agreement pursuant to Sections 10.2 or 10.3, MPP shall provide notice to Gilead of such intent to terminate."

26. Licensee Right to Terminate License on an API Basis. For the avoidance of doubt any termination by Licensee of its license to BIC pursuant to Section 10.5 of the Agreement shall in turn terminate Licensee's rights and licenses under all Patents that claim BIC (alone or in combination with any other compounds) to manufacture, sell, use, export or import any Product that contains BIC.

27. Appendices. Appendices 1, 2, 3, 4, 5, and 6 of the Agreement are hereby deleted and replaced with new Appendices 1, 2, 3, 4, 5, and 6 attached to this Amendment, respectively. Appendix 7 attached to this Amendment is hereby added to the Agreement as Appendix 7.

28. Miscellaneous. This Amendment embodies the entire understanding of the Parties with respect to the subject matter hereof and supersedes all previous communications, representations or understandings, and agreements, whether oral or written, between the Parties relating to the subject matter hereof. Except as expressly amended by this Amendment, the terms and conditions of the Agreement will remain in full force and effect. This Amendment shall be effective as of the Amendment Effective Date, and may not be modified except by written agreement between the Parties. This Amendment will be governed by and construed under the laws of England, without regard to its choice of law principles, and any dispute that arises hereunder shall be resolved by binding arbitration as set forth in Section 12.7 of the Agreement.

[signatures appear on following page]

[*] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date.

GILEAD:

Gilead Sciences, Inc.

By_____
Name:
Title:

LICENSEE:

[Licensee]

By_____
Name:
Title:

MPP:

Medicines Patent Pool

By_____
Name:
Title:

APPENDIX 1

Countries in the TDF-TAF Territory

1. Afghanistan
2. Angola
3. Anguilla
4. Antigua and Barbuda
5. Armenia
6. Aruba
7. Bahamas
8. Bangladesh
9. Barbados
10. Belarus
11. Belize
12. Benin
13. Bhutan
14. Bolivia
15. Botswana
16. British Virgin Islands
17. Burkina Faso
18. Burundi
19. Cambodia
20. Cameroon
21. Cape Verde
22. Central African Republic
23. Chad
24. Comoros
25. Congo, Rep
26. Congo, Dem. Rep. of the
27. Côte d'Ivoire
28. Cuba
29. Djibouti
30. Dominica
31. Dominican Republic
32. Ecuador
33. El Salvador
34. Equatorial Guinea
35. Eritrea
36. Ethiopia
37. Fiji Islands
38. Gabon
39. Gambia
40. Georgia
41. Ghana
42. Grenada
43. Guatemala
44. Guinea
45. Guinea-Bissau
46. Guyana
47. Haiti
48. Honduras
49. India
50. Indonesia
51. Jamaica
52. Kazakhstan
53. Kenya
54. Kiribati
55. Kyrgyzstan
56. Lao, People's Dem. Rep.
57. Lesotho
58. Liberia
59. Madagascar
60. Malawi
61. Malaysia
62. Maldives
63. Mali
64. Mauritania
65. Mauritius
66. Moldova, Rep. of
67. Mongolia
68. Montserrat
69. Mozambique
70. Myanmar
71. Namibia
72. Nauru
73. Nepal
74. Nicaragua
75. Niger
76. Nigeria
77. Pakistan
78. Palau
79. Papua NewGuinea
80. Phillipines
81. Rwanda
82. Saint Kitts and Nevis
83. Saint Lucia
84. Saint Vincent & the Grenadines
85. Samoa
86. São Tomé and Príncipe
87. Senegal
88. Seychelles
89. Sierra Leone
90. Solomon Islands
91. Somalia
92. South Africa
93. South Sudan
94. Sri Lanka
95. Sudan
96. Surinam
97. Swaziland
98. Syrian Arab Republic
99. Tajikistan
100. Tanzania, U. Rep. of
101. Thailand
102. Timor-Leste
103. Togo
104. Tonga
105. Trinidad and Tobago
106. Turkmenistan
107. Turks and Caicos
108. Tuvalu
109. Uganda
110. Ukraine
111. Uzbekistan
112. Vanuatu
113. Vietnam
114. Yemen
115. Zambia
116. Zimbabwe

APPENDIX 2
Patents

TDF Patents

(221) Title: NUCLEOTIDE ANALOGS

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
India	Pending	7/25/1997	2076/DEL/1997		

(230) Title: NUCLEOTIDE ANALOG COMPOSITION AND SYNTHESIS METHOD

SubCase	Status	Filing Date	Application No.	Patent No.	Issue Date
India	Pending	7/24/1998	896/DEL/2002		
India	Pending	7/24/1998	963/DEL/2002		
India	Pending	7/24/1998	1362/DEL/2004		
India	Granted	7/24/1998	2174/DEL/1998	190780	3/15/2004
Indonesia	Granted	7/23/1998	W-991548	7658	4/11/2002

(270) Title: COMPOSITIONS AND METHODS FOR COMBINATION ANTIVIRAL THERAPY

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
Armenia	Granted	1/13/2004	200501134	15145	6/13/2011
Eurasian Patent Organization	Published	1/13/2004	201100293		
Eurasian Patent Organization	Granted	1/13/2004	200501134	15145	6/13/2011
Kazakhstan	Granted	1/13/2004	200501134	15145	6/13/2011
Kazakhstan	Pending		200501134 (PTE Application)		
Kyrgyz Republic	Granted	1/13/2004	200501134	15145	6/13/2011
Kyrgyz Republic	Granted		200501134 (PTE Application)	15145	5/31/2012
Moldova	Granted	1/13/2004	200501134	15145	6/13/2011
Tajikistan	Granted	1/13/2004	200501134	15145	6/13/2011
Turkmenistan	Granted	1/13/2004	200501134	15145	6/13/2011
Turkmenistan	Pending		200501134 (PTE Application)		

(677) Title: A PHARMACEUTICAL COMPOSITION, A METHOD OF PREPARING THEREOF, AND A METHOD OF TREATING VIRAL DISEASES USING SAID COMPOSITION

Country	Status	Filing	Application No.	Patent No.	Issue Date	Date

Armenia	Granted	6/13/2006	200800033	17764	3/29/2013
Eurasian Patent Organization	Published	6/13/2006	201201265		
Eurasian Patent Organization	Granted	6/13/2006	200800033	17764	3/29/2013
India	Pending	6/13/2006	9661/DELNP/2007		
Kazakhstan	Granted	6/13/2006	200800033	17764	3/29/2013
Kyrgyz Republic	Granted	6/13/2006	200800033	17764	3/29/2013
Moldova	Granted	6/13/2006	200800033	17764	3/29/2013
South Africa	Granted	6/13/2006	2008/00297	2008/00297	4/28/2010
Tajikistan	Granted	6/13/2006	200800033	17764	3/29/2013
Turkmenistan	Granted	6/13/2006	200800033	17764	3/29/2013

TAF Patents

(249) Title: PRODRUGS OF PHOSPHONATE NUCLEOTIDE ANALOGUES AND METHODS FOR SELECTING AND MAKING SAME

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Granted	1200300003	7/20/2001	12393	12/29/2003
African Regional Industrial Property Organization	Granted	2003/002724	7/20/2001	AP 1466	9/22/2005
Anguilla	Granted	AI/A/2015/00173	7/20/2001	AI/A/2015/00173	11/2/2015
Congo, Democratic Republic of	Granted	NP/002/EXT/2016	7/20/2001	2016/4386	11/11/2016
Ethiopia	Granted	ET/PI/15/184	7/20/2001	135	5/25/2016
Eurasian Patent Organization	Granted	200300188	7/20/2001	4926	10/28/2004
Falkland Islands (Malvinas)	Granted		7/20/2001	15365	8/25/2015
Fiji	Published	1214	7/20/2001		
Grenada	Granted	7 of 2015	7/20/2001	7 of 2015	10/6/2015
Guyana	Published	1641	7/20/2001		
Haiti	Pending		7/20/2001		
India	Granted	9/MUMNP/2003	7/20/2001	208435	7/27/2007
India	Granted	00529/MUMNP/2006	7/20/2001	241597	7/14/2010
Indonesia	Granted	W-00200602129	7/20/2001	IDP0022897	2/20/2009
Indonesia	Granted	W-00200804005	7/20/2001	IDP000040148	2/15/2016
Indonesia	Granted	W00200300261	7/20/2001	IDP0022911	2/20/2009
Jamaica	Pending	18/1/5695	7/20/2001		
Kiribati	Granted	14/15	7/20/2001	14/15	10/7/2015

Montserrat	Granted 1961695.2	7/20/2001 1301519	9/23/2015
Nepal	Pending 669	7/20/2001	
Seychelles	Granted 1301519	7/20/2001 1301519	5/25/2016
Sierra Leone	Pending EP1301519	7/20/2001	
Solomon Islands	Granted J37/371	7/20/2001 J37/371	3/3/2016
South Africa	Granted 2002/10271	7/20/2001 2002/10271	12/31/2003
Turks and Caicos Islands	Pending 10213	7/20/2001	
Tuvalu	Granted	2/25/2015 TVP1301519	1/6/2016
Vietnam	Granted 1-2002-01193	7/20/2001 8475	5/24/2010
Virgin Islands (British)	Granted 414/5/2015	7/20/2001 414/5/2015	12/1/2015

(872) Title: TENOFOVIR ALAFENAMIDE HEMIFUMARATE

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Granted	1201400057	8/15/2012	17070	6/29/2015
African Regional Industrial Property Organization	Granted	AP/P/2014/007437	8/15/2012	3639	3/31/2016
Bahamas	Granted	2441	8/15/2012	2441	6/19/2014
Bolivia	Pending	SP-0277-2012	8/15/2012		
Ecuador	Pending	SP-14-13206-PCT	8/15/2012		
El Salvador	Pending	E-4659-2014	8/15/2012		
Eurasian Patent Organization	Published	201490208	8/15/2012		
India	Pending	1012/DELNP/2014	8/15/2012		
Indonesia	Published	P00201400805	8/15/2012		
Moldova	Pending	A20140011	8/15/2012		
Pakistan	Pending	539/2012	8/15/2012		
Philippines	Granted	1-2014-500349	8/15/2012	1-2014-500349	2/29/2016
South Africa	Allowed	2014/00582	8/15/2012		
Thailand	Pending	1401000784	8/15/2012		
Vietnam	Pending	1-2014-00440	8/15/2012		

(877) Title: METHODS FOR PREPARING ANTI-VIRAL NUCLEOTIDE ANALOGS

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Bahamas	Granted	2455	10/3/2012	2455	6/24/2014
Bolivia	Granted	SP-0352-2012	10/3/2012	6385-B	11/26/2014
Ecuador	Published	IEPI-2014-74	10/3/2012		

El Salvador	Published	E-4696/2014	10/3/2012
Eurasian Patent Organization	Allowed	201490753	10/3/2012
India	Published	2953/DELNP/2014	10/3/2012
Pakistan	Pending	671/2012	10/3/2012

EVG Patents

(JF-0136) Title: COMPOUND AND METHOD OF USE

Country	Status	Application No.	Filing Date	Patent No.	
Bolivia	Pending	SP-230265	11/18/2003		
India	Granted	01316/CHENP/2004	11/20/2003	245833	2/3/2011
Indonesia	Granted	WO00200401542	11/20/2003	P0023507	6/1/2009
Nigeria	Granted	424/2003	11/19/2003	RP.15779	10/20/2004
Philippines	Granted	1-2004-500895	11/20/2003	1-2004-500895	8/20/2008
South Africa	Granted	2004/4537	11/20/2003	2004/4537	8/31/2005
Thailand	Pending	301004379	11/20/2003		
Vietnam	Granted	1-2004-00605	11/20/2003	1-0011884	10/7/2013

(JF-0179) Title: CRYSTALLINE FORM

Country	Status	Application No.	Filing Date	Patent No.	
Bolivia	Pending	SP-250121	5/19/2005		
India	Pending	357/CHENP/2010	5/19/2005		
Philippines	Granted	1-2006-502297	5/19/2005	1-2006-502297	11/19/2010
South Africa	Granted	2006/10647	5/19/2005	2006/10647	6/25/2008
Thailand	Pending	100718	5/19/2005		

(JF-0193) Title: MANUFACTURING PROCESS: ROUTE D AND F

Country	Status	Application No.:	Filing Date	Patent No.	Issue Date
India	Granted	5344/CHENP/2008	3/6/2007	258895	2/13/2014
India	Pending	532/CHENP/2014	3/6/2007		

(JF-0192) Title: MANUFACTURING PROCESS: ROUTE C AND E

Country	Status	Application No.	Filing Date	Patent No:	Issue Date
African Regional Industrial Property Organization	Granted	AP/P/2008/004621	3/6/2007	2914	5/5/2014
Eurasian Patent Organization	Granted	200870321	3/6/2007	17861	3/29/2013

Indonesia	Pending	W00200802860	3/6/2007	IDP0032077	10/22/2012
India	Granted	5341/CHENP/2008	3/6/2007	258747	2/4/2014
India	Pending	613/CHENP/2014	3/6/2007		
African Intellectual Property Organization (OAPI)	Granted	1200800317	3/6/2007	14280	3/31/2009
Vietnam	Granted	1-2008-02431	3/6/2007	14450	8/17/2015
South Africa	Granted	2008/07547	3/6/2007	2008/07547	11/25/2009

(718) Title: METHODS OF IMPROVING THE PHARMACOKINETICS OF HIV INTEGRASE INHIBITORS

Country	Status	Application No.	Filing Date	Patent No.	
Armenia	Granted	200801619	12/29/2006	18544	8/30/2013
African Regional Industrial Property Organization	Granted	AP/P/2008/004522	12/29/2006	AP2702	7/31/2013
Eurasian Patent Organization	Granted	200801619	12/29/2006	18544	8/30/2013
Eurasian Patent Organization	Published	201201496	12/29/2006		
Indonesia	Pending	W00201102461	12/29/2006		
Indonesia	Published	W00 2008 02128	12/29/2006		
India	Pending	6748/DELNP/2015	12/29/2006		
India	Pending	5576/DELNP/2008	12/29/2006		
Kyrgyz Republic	Granted	200801619	12/29/2006	18544	8/30/2013
Moldova	Granted	200801619	12/29/2006	18544	8/30/2013
African Intellectual Property Organization (OAPI)	Granted	1200800239	12/29/2006	14320	6/30/2009
Tajikistan	Granted	200801619	12/29/2006	18544	8/30/2013
Turkmenistan	Granted	200801619	12/29/2006	18544	8/30/2013
Vietnam	Pending	1-2008-01921	12/29/2006		
South Africa	Granted	2008/06222	12/29/2006	2008/06222	3/25/2009

(720) Title: PROCESS AND INTERMEDIATES FOR PREPARING INTEGRASE INHIBITORS

Country	Status	Application No.	Filing Date	Patent Number	Issue Date
Armenia	Granted	200900441	9/11/2007	22099	11/30/2015
African Regional Industrial Property Organization	Granted	AP/P/2009/004831	9/11/2007	AP3004	10/16/2014
Eurasian Patent Organization	Granted	200900441	9/11/2007	22099	11/30/2015
Indonesia	Published	W00200900634	9/11/2007		
Kyrgyz Republic	Granted	200900441	9/11/2007	22099	11/30/2015
Kazakhstan	Granted	200900441	9/11/2007	22099	11/30/2015

Moldova	Granted	200900441	9/11/2007 22099	11/30/2015
African Intellectual Property Organization (OAPI)	Granted	1200900070	9/11/2007 14458	9/30/2009
Thailand	Published	701004583	9/11/2007	
Tajikistan	Granted	200900441	9/11/2007 22099	11/30/2015
Turkmenistan	Granted	200900441	9/11/2007 22099	11/30/2015
Vietnam	Granted	1-2009-00636	9/11/2007 11932	10/22/2013
Vietnam	Granted	1-2012-01354	9/11/2007 14698	10/20/2015
South Africa	Granted	2009/01576	9/11/2007 2009/01576	2/24/2010

(746) Title: PROCESS AND INTERMEDIATES FOR PREPARING INTEGRASE INHIBITORS

Country	Status	Application No	Filing Date	Patent Number	Issue Date
African Regional Industrial Property Organization	Granted	AP/P/2010/005187	9/11/2008	AP 2785	10/31/2013
Eurasian Patent Organization	Granted	201070256	9/11/2008	19431	3/31/2014
Ecuador	Inactive	SP-10-10081	9/11/2008		
Indonesia	Published	W00201000759	9/11/2008		
India	Pending	1615/DELNP/2010	9/11/2008		
African Intellectual Property Organization (OAPI)	Granted	1201000093	9/11/2008	15058	
Thailand	Published	801004676	9/11/2008		
Vietnam	Granted	1-2010-00483	9/11/2008	10866	11/20/2012
South Africa	Granted	2010/02066	9/11/2008	2010/02066	12/29/2010

(903) Title: PROCESS AND INTERMEDIATES FOR PREPARING INTEGRASE INHIBITORS

Country	Status	Application No.	Filing DatePatent No.
Eurasian Patent Organization	Allowed	201590018	8/1/2013
India	Pending	1688/DELNP/2015	8/1/2013

COBI Patents

(692) Title: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1200800450	9/30/2009	14409
African Regional Industrial Property Organization	Granted	AP/P/2008/004720	9/30/2014	AP2985

Anguilla	Granted	AI/A/2015/00172	11/2/2015	AI/A/2015/00172
Armenia	Granted	200900155	11/28/2014	20489
Congo, Democratic Republic of	Pending	NP/004/EXT/2016		
Ethiopia	Granted	ET/PI/15/185	5/25/2016	134
Eurasian Patent Organization	Allowed	201270738		
Eurasian Patent Organization	Granted	200900155	11/28/2014	20489
Fiji	Published	1217		
Guyana	Published	1642		
Haiti	Pending			
India	Pending	10487/DELNP/2008		
Indonesia	Granted	W00200900061	8/12/2016	IDP00042227
Jamaica	Pending	18/1/5696		
Kazakhstan	Granted	200900155	11/28/2014	20489
Kiribati	Granted	13/15	10/7/2015	13/15
Kyrgyz Republic	Granted	200900155	11/28/2014	20489
Moldova	Granted	200900155	11/28/2014	20489
Montserrat	Granted		9/23/2015	3 of 2015
Nauru	Pending			
Nepal	Pending	894		
Seychelles	Granted	2049506	5/25/2016	2049506
Sierra Leone	Pending	EP2049506		
Solomon Islands	Granted	J37/370	2/10/2016	J37/370
South Africa	Pending	2008/10399		
Tajikistan	Granted	200900155	11/28/2014	20489
Thailand	Published	701003404		
Turkmenistan	Granted	200900155	11/28/2014	20489
Turks and Caicos Islands	Pending	10214		
Tuvalu	Granted		11/7/2015	TVP2049506
Vanuatu	Unfiled			
Vietnam	Pending	1-2009-00240		
Vietnam	Pending	1-2012-02702		
Virgin Islands (British)	Granted	415/6/2015	12/1/2015	415/6/2015

(719) Title: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1200900273	6/30/2010	14749
African Regional Industrial Property Organization	Granted	AP/P/2009/004964	9/16/2014	AP2986
African Regional Industrial Property	Granted	AP/P/2013/007042	11/30/2016	AP3915

Organization		
Armenia	Granted 200901155	7/30/2014 19893
Eurasian Patent Organization	Granted 200901155	7/30/2014 19893
Fiji	Granted	
Indonesia	Granted W00200902299	3/18/2015 IDP000038076
Kazakhstan	Granted 200901155	7/30/2014 19893
Kyrgyz Republic	Granted 200901155	7/30/2014 19893
Moldova	Granted 200901155	7/30/2014 19893
South Africa	Pending 2009/05882	
South Africa	Unfiled	
Tajikistan	Granted 200901155	7/30/2014 19893
Thailand	Pending 801000867	
Turkmenistan	Granted 200901155	7/30/2014 19893
Vietnam	Pending 1-2009-01990	
Vietnam	Pending 1-2012-02696	

(757) Title: THE USE OF SOLID CARRIER PARTICLES TO IMPROVE THE PROCESSABILITY OF A PHARMACEUTICAL AGENT

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201000364	9/28/2012	15589
African Regional Industrial Property Organization	Granted	AP/P/2010/005429	1/30/2015	3209
Armenia	Granted	201071173	3/31/2016	22950
Belarus	Granted	201071173	3/31/2016	22950
Ecuador	Pending	SP-10-10636		
Eurasian Patent Organization	Published	201591353		
Eurasian Patent Organization	Granted	201071173	3/31/2016	22950
India	Pending	7565/DELNP/2010		
Indonesia	Published	W00201004105		
Kazakhstan	Granted	201071173	3/31/2016	22950
Kyrgyz Republic	Granted	201071173	3/31/2016	22950
Moldova	Granted	201071173	3/31/2016	22950
South Africa	Granted	2010/08007	10/26/2011	2010/08007
Tajikistan	Granted	201071173	3/31/2016	22950
Turkmenistan	Granted	201071173	3/31/2016	22950
Vietnam	Pending	1-2010-02929		

(775) Title: METHOD OF PREPARING AN INHIBITOR OF CYTOCHROME P450 MONOOXYGENASE, AND INTERMEDIATES INVOLVED

Country	Status	Application No.	Filing Date	Patent No.
African Regional Industrial Property Organization	Granted	AP/P/2011/005864		
African Intellectual Property Organization (OAPI)	Granted	1201100311.00	4/1/2010	15801
Bolivia	Published	SP-0082-2010	4/1/2010	
Eurasian Patent Organization	Granted	201190179.00	4/1/2010	22739
Eurasian Patent Organization	Published	201590979.00	4/1/2010	
Ecuador	Pending	SP-11-11391	4/1/2010	
Indonesia	Granted	W00201103554	4/1/2010	IDP000041448
India	Pending	7323/DELNP/2011	4/1/2010	
Pakistan	Pending	262/2010	3/31/2010	
Thailand	Published	1101002473.00	4/1/2010	
Vietnam	Pending	1-2011-02324	4/1/2010	
South Africa	Granted	2011/07430	4/1/2010	2011/07430

(783) Title: TABLETS FOR COMBINATION THERAPY

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Pending	1201100281		
African Regional Industrial Property Organization	Granted	AP/P/2011/05857	5/6/2015	AP3250
Armenia	Granted	201190125	5/29/2015	21313
Azerbaijan	Granted	201190125	5/29/2015	21313
Bolivia	Pending	SP-00292010		
Ecuador	Pending	SP-11-11307		
Eurasian Patent Organization	Published	201491658		
Eurasian Patent Organization	Granted	201190125	5/29/2015	21313
India	Pending	5823/DELNP/2011		
Indonesia	Granted	W00201103098	3/30/2016	IDP000040606
Kazakhstan	Granted	201190125	5/29/2015	21313
Kyrgyz Republic	Granted	201190125	5/29/2015	21313
Moldova	Granted	201190125	5/29/2015	21313
Pakistan	Allowed	94/2010		
Singapore	Published	2014007744		
South Africa	Granted	2011/06154	5/28/2014	2011/06154
Tajikistan	Granted	201190125	5/29/2015	21313

Thailand	Published 1101001423		
Turkmenistan	Granted 201190125	5/29/2015	21313
Vietnam	Pending 1-2011-02035		

(895) Title: METHODS AND INTERMEDIATES FOR PREPARING PHARMACEUTICAL AGENTS

Country	Status	Application No.	Filing Date	Patent No.
India	Abandoned	6192/DELNP/2014		

BIC Patents

(1007) TITLE: POLYCYCLIC-CARBAMOYLPYRIDONE COMPOUNDS AND THEIR PHARMACEUTICAL USE

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Pending	1201500240	12/19/2013		
African Regional Industrial Property Organization	Pending	AP/P/2015/008510	12/19/2013		
Anguilla	Pending	AI/A/2016/00180	12/19/2013		
Bahamas	Pending	2551	12/19/2013		
Bolivia	Published	SP-00412-2013	12/20/2013		
Congo, Democratic Republic of	Pending		12/19/2013		
Ecuador	Published	IEPI-2015-31224	12/19/2013		
El Salvador	Published	E-5002-2015	12/19/2013		
Ethiopia	Pending	ET/PI/16/204	12/19/2013		
Eurasian Patent Organization	Published	201591027	12/19/2013		
Fiji	Published	1229	12/19/2013		
Grenada	Granted		12/19/2013		7/19/2016
Guyana	Pending	1656	12/19/2013		
Haiti	Pending		12/19/2013		
India	Pending	5535/DELNP/2015	12/19/2013		
Indonesia	Allowed	P00201503852	12/19/2013		
Indonesia	Pending	P00201607128	12/19/2013		
Jamaica	Pending	18/1/5740	12/19/2013		
Kiribati	Granted		12/19/2013		9/20/2016
Moldova	Pending	a20150064	12/19/2013		
Montserrat	Granted		12/19/2013	4 OF 2016	5/27/2016

Nepal	Pending	4	12/19/2013		
Pakistan	Pending	908/2013	12/20/2013		
Philippines	Published	1-2015-501445	12/19/2013		
Philippines	Pending	1-2016-500389	12/19/2013		
Seychelles	Pending	2822954	12/19/2013		
Sierra Leone	Pending		12/19/2013		
Solomon Islands	Granted		12/19/2013	J37/379	8/5/2016
South Africa	Pending	2015/04914	12/19/2013		
South Africa	Pending	2015/07997	12/19/2013		
South Korea	Pending	10-2015-7019194	12/19/2013		
Thailand	Pending	1501003563	12/19/2013		
Turks and Caicos Islands	Granted	10226	12/19/2013	10226	9/7/2016
Tuvalu	Granted	TVP2822954	12/19/2013	TVP2822954	8/15/2016
Vietnam	Granted	1-2015-02321	12/19/2013	15503	5/16/2016
Vietnam	Pending	1-2015-04199	12/19/2013		
Virgin Islands (British)	Granted	EP2822954	12/19/2013	427/5/2016	9/21/2016

(1091) Title: SODIUM (2R,5S,13AR)-7,9-DIOXO-10-((2,4,6- TRIFLUOROBENZYL)CARBAMOYL)-2,3,4,5,7,9,13,13A-OCTAHYDRO-2,5-METHANOPYRIDO[1',2':4,5]PYRAZINO[2,1-B]OXAZEPIN-8-OLATE

Country	Status	Application No.	FilingPatentIssue Date DateNo.
African Regional Industrial Property Organization	Pending	AP/P/2016/009591	6/19/2015
African Intellectual Property Organization (OAPI)	Pending	1201600454	6/19/2015
Bolivia	Published	SP 126-2015	6/19/2015
Bahamas	Allowed	2701	6/18/2015
Cuba	Pending	2016-0187	6/19/2015
Dominican Republic	Published	P2016-0327	6/19/2015
Eurasian Patent Organization	Pending	201692414	6/19/2015
Ecuador	Published	IEPI-2016-95566	6/19/2015
El Salvador	Pending	2016005339	6/19/2015
Guatemala	Pending	A2016-000262	6/19/2015
Indonesia	Unfiled		
India	Pending	201617042937.00	6/19/2015
Nigeria	Pending	NG/PT/C/2016/2106	6/19/2015
Philippines	Pending		
Pakistan	Pending	382/2015	6/18/2015
Thailand	Pending		
Trinidad and Tobago	Pending	TT/A/2016/00132	6/19/2015

Vietnam	Pending		
South Africa	Pending	2016/08744	6/19/2015

(1147) Title: THERAPEUTIC COMPOSITIONS FOR TREATMENT OF HUMAN IMMUNODEFICIENCY VIRUS

Country	Status	Application No.	Filing DatePatent No.Issue Date
Bangladesh	Pending	272/2016	11/2/2016
Bolivia	Pending	SP-0260-2016	11/9/2016
Bahamas	Pending		11/8/2016
Pakistan	Pending	696/2016	11/9/2016
Patent Cooperation Treaty	Entered NP	US2016/060989	11/8/2016

(1062) Title: SYNTHESIS OF POLYCYCLIC-CARBAMOYLPYRIDONE COMPOUNDS

Country	Status	Application No.	FilingPatentIssue DateNo.Date
Bahamas	Allowed	2702	6/18/2015
Eurasian Patent Organization	Pending	201692412	6/16/2015
India	Pending	201717000457.00	6/16/2015
Patent Cooperation Treaty	Entered NP	US2015/036017	6/16/2015

TDF-Quad Patents

(221) Title:NUCLEOTIDE ANALOGS

Country	Status	Filing Date	Application No.Patent No.Issue Date
India	Pending	7/25/1997	2076/DEL/1997

(230) Title: NUCLEOTIDE ANALOG COMPOSITION AND SYNTHESIS METHOD

Country	Status	Filing Date	Application No.Patent No.Issue Date		
India	Pending	7/24/1998	896/DEL/2002		
India	Pending	7/24/1998	963/DEL/2002		
India	Pending	7/24/1998	1362/DEL/2004		
India	Granted	7/24/1998	2174/DEL/1998	190780	3/15/2004
Indonesia	Granted	7/23/1998	W-991548	7658	4/11/2002

(692) Title: DIAMINOALKANE COMPOUNDS (VARIANTS) AND A METHOD OF PREPARING THEREOF (VARIANTS), A PHARMACEUTICAL COMPOSITION AND A THERAPEUTIC

AGENT FOR INHIBITING CYTOCHROME-P450-MONOOXYGENASE, METHODS FOR TREATING AN HIV INFECTION AND VIRAL HEPATITS C, A METHOD OF MOD

Country	Status	Application No.	Filing Date	Patent No.Issue Date
African Intellectual Property Organization (OAPI)	Granted	1200800450	9/30/2009	14409
African Regional Industrial Property Organization	Granted	AP/P/2008/004720	9/30/2014	AP2985
Anguilla	Granted	AI/A/2015/00172	11/2/2015	AI/A/2015/00172
Armenia	Granted	200900155	11/28/2014	20489
Congo, Democratic Republic of	Pending	NP/004/EXT/2016		
Ethiopia	Granted	ET/PI/15/185	5/25/2016	134
Eurasian Patent Organization	Allowed	201270738		
Eurasian Patent Organization	Granted	200900155	11/28/2014	20489
Fiji	Published	1217		
Guyana	Published	1642		
Haiti	Pending			
India	Pending	10487/DELNP/2008		
Indonesia	Granted	W00200900061	8/12/2016	IDP00042227
Jamaica	Pending	18/1/5696		
Kazakhstan	Unfiled			
Kazakhstan	Granted	200900155	11/28/2014	20489
Kiribati	Granted	13/15	10/7/2015	13/15
Kyrgyz Republic	Granted	200900155	11/28/2014	20489
Moldova	Granted	200900155	11/28/2014	20489
Montserrat	Granted		9/23/2015	3 of 2015
Nauru	Pending			
Nepal	Pending	894		
Seychelles	Granted	2049506	5/25/2016	2049506
Sierra Leone	Pending	EP2049506		
Solomon Islands	Granted	J37/370	2/10/2016	J37/370
South Africa	Pending	2008/10399		
Tajikistan	Granted	200900155	11/28/2014	20489
Thailand	Published	701003404		
Turkmenistan	Granted	200900155	11/28/2014	20489
Turks and Caicos Islands	Pending	10214		
Tuvalu	Granted		11/7/2015	TVP2049506
Vietnam	Pending	1-2009-00240		

Vietnam	Pending 1-2012-02702			
Virgin Islands (British)	Granted 415/6/2015	12/1/2015	415/6/2015	

(719) Title: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1200900273	6/30/2010	14749
African Regional Industrial Property Organization	Granted	AP/P/2009/004964	9/16/2014	AP2986
African Regional Industrial Property Organization	Granted	AP/P/2013/007042	11/30/2016	AP3915
Armenia	Granted	200901155	7/30/2014	19893
Eurasian Patent Organization	Granted	200901155	7/30/2014	19893
Fiji	Granted			
Indonesia	Granted	W00200902299	3/18/2015	IDP000038076
Kazakhstan	Granted	200901155	7/30/2014	19893
Kyrgyz Republic	Granted	200901155	7/30/2014	19893
Moldova	Granted	200901155	7/30/2014	19893
South Africa	Pending	2009/05882		
South Africa	Unfiled			
Tajikistan	Granted	200901155	7/30/2014	19893
Thailand	Pending	801000867		
Turkmenistan	Granted	200901155	7/30/2014	19893
Vietnam	Pending	1-2009-01990		
Vietnam	Pending	1-2012-02696		

(757) Title: THE USE OF SOLID CARRIER PARTICLES TO IMPROVE THE PROCESSABILITY OF A PHARMACEUTICAL AGENT

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201000364	9/28/2012	15589
African Regional Industrial Property Organization	Granted	AP/P/2010/005429	1/30/2015	3209
Armenia	Granted	201071173	3/31/2016	22950
Belarus	Granted	201071173	3/31/2016	22950
Ecuador	Pending	SP-10-10636		
Eurasian Patent Organization	Published	201591353		
Eurasian Patent Organization	Granted	201071173	3/31/2016	22950
India	Pending	7565/DELNP/2010		

Indonesia	Published	W00201004105		
Kazakhstan	Granted	201071173	3/31/2016	22950
Kyrgyz Republic	Granted	201071173	3/31/2016	22950
Moldova	Granted	201071173	3/31/2016	22950
South Africa	Granted	2010/08007	10/26/2011	2010/08007
Tajikistan	Granted	201071173	3/31/2016	22950
Turkmenistan	Granted	201071173	3/31/2016	22950
Vietnam	Pending	1-2010-02929		

(775) Title: METHOD OF PREPARING AN INHIBITOR OF CYTOCHROME P450 MONOOXYGENASE, AND INTERMEDIATES INVOLVED

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201100311.00	4/1/2010	15801
Bolivia	Abandoned	11-114.749	4/1/2010	
Eurasian Patent Organization	Granted	201190179.00	4/1/2010	22739
Eurasian Patent Organization	Published	201590979.00	4/1/2010	
Ecuador	Pending	SP-11-11391	4/1/2010	
Indonesia	Granted	W00201103554	4/1/2010	IDP000041448
India	Pending	7323/DELNP/2011	4/1/2010	
Pakistan	Pending	262/2010	3/31/2010	
Thailand	Published	1101002473.00	4/1/2010	
Vietnam	Pending	1-2011-02324	4/1/2010	
South Africa	Granted	2011/07430	4/1/2010	2011/07430

(895) Title: METHODS AND INTERMEDIATES FOR PREPARING PHARMACEUTICAL AGENTS

Country	Status	Application No.Filing DatePatent No.
India	Abandoned	6192/DELNP/2014

(EMU-108) Title: Antiviral Activity and Resolution of 2-Hydroxymethyl-5-(5-Fluorocytosin-1-yl)- 1,3-Oxathiolane

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Philippines	Granted	1-1992-43955	2/20/92	1-1992-43955	2/20/09
Philippines	Granted	55191	12/27/96	1-1996-55191	3/9/07
Philippines	Granted	55192	2/20/92	55192	12/19/08
Philippines	Granted	55193	2/20/92	55193	12/19/08
Philippines	Granted	55194	2/20/92	55194	12/19/08

(EMU-4000) Title: 1,3-Oxathiolane Nucleoside Analogues

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Botswana	Granted	BW/A/1998/00163	4/27/98	BW/P/2002/00042	5/22/03
Domincan Republic	Granted	1793970004607.00	7/10/97	370	7/10/17
Honduras	Granted	PICA97118	8/18/97	3775	4/25/00
Jamaica	Granted	697267	7/8/97	3615	5/25/05
Nicaragua	Granted	97.0096	12/5/97	1134RPI	5/17/99

(783) Title: TABLETS FOR COMBINATION THERAPY

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Pending	1201100281		
African Regional Industrial Property Organization	Granted	AP/P/2011/05857	5/6/2015	AP3250
Armenia	Granted	201190125	5/29/2015	21313
Azerbaijan	Granted	201190125	5/29/2015	21313
Bolivia	Pending	SP-00292010		
Ecuador	Pending	SP-11-11307		
Eurasian Patent Organization	Published	201491658		
Eurasian Patent Organization	Granted	201190125	5/29/2015	21313
India	Pending	5823/DELNP/2011		
Indonesia	Granted	W00201103098	3/30/2016	IDP000040606
Kazakhstan	Granted	201190125	5/29/2015	21313
Kyrgyz Republic	Granted	201190125	5/29/2015	21313
Moldova	Granted	201190125	5/29/2015	21313
Pakistan	Allowed	94/2010		
Singapore	Published	2014007744		
South Africa	Granted	2011/06154	5/28/2014	2011/06154
Tajikistan	Granted	201190125	5/29/2015	21313
Thailand	Published	1101001423		
Turkmenistan	Granted	201190125	5/29/2015	21313
Vietnam	Pending	1-2011-02035		

TAF-Quad Patents

(249) Title: PRODRUGS OF PHOSPHONATE NUCLEOTIDE ANALOGUES AND METHODS FOR SELECTING AND MAKING SAME

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Granted	1200300003	7/20/2001	12393	12/29/2003
African Regional Industrial Property Organization	Granted	2003/002724	7/20/2001	AP 1466	9/22/2005
Anguilla	Granted	AI/A/2015/00173	7/20/2001	AI/A/2015/00173	11/2/2015
Congo, Democratic Republic of	Granted	NP/002/EXT/2016	7/20/2001	2016/4386	11/11/2016
Ethiopia	Granted	ET/PI/15/184	7/20/2001	135	5/25/2016
Eurasian Patent Organization	Granted	200300188	7/20/2001	4926	10/28/2004
Falkland Islands (Malvinas)	Granted		7/20/2001	15365	8/25/2015
Fiji	Published	1214	7/20/2001		
Grenada	Granted	7 of 2015	7/20/2001	7 of 2015	10/6/2015
Guyana	Published	1641	7/20/2001		
Haiti	Pending		7/20/2001		
India	Granted	9/MUMNP/2003	7/20/2001	208435	7/27/2007
India	Granted	00529/MUMNP/2006	7/20/2001	241597	7/14/2010
Indonesia	Granted	W-00200602129	7/20/2001	IDP0022897	2/20/2009
Indonesia	Granted	W-00200804005	7/20/2001	IDP000040148	2/15/2016
Indonesia	Granted	W00200300261	7/20/2001	IDP0022911	2/20/2009
Jamaica	Pending	18/1/5695	7/20/2001		
Kiribati	Granted	14/15	7/20/2001	14/15	10/7/2015
Montserrat	Granted	1961695.2	7/20/2001	1301519	9/23/2015
Nepal	Pending	669	7/20/2001		
Seychelles	Granted	1301519	7/20/2001	1301519	5/25/2016
Sierra Leone	Pending	EP1301519	7/20/2001		
Solomon Islands	Granted	J37/371	7/20/2001	J37/371	3/3/2016
South Africa	Granted	2002/10271	7/20/2001	2002/10271	12/31/2003
Turks and Caicos Islands	Pending	10213	7/20/2001		
Tuvalu	Granted		2/25/2015	TVP1301519	1/6/2016
Vietnam	Granted	1-2002-01193	7/20/2001	8475	5/24/2010
Virgin Islands (British)	Granted	414/5/2015	7/20/2001	414/5/2015	12/1/2015

(872) Title: TENOFOVIR ALAFENAMIDE HEMIFUMARATE

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property	Granted	1201400057	8/15/2012	17070	6/29/2015

Organization (OAPI)					
African Regional Industrial Property Organization	Granted	AP/P/2014/007437	8/15/2012	3639	3/31/2016
Bahamas	Granted	2441	8/15/2012	2441	6/19/2014
Bolivia	Pending	SP-0277-2012	8/15/2012		
Ecuador	Pending	SP-14-13206-PCT	8/15/2012		
El Salvador	Pending	E-4659-2014	8/15/2012		
Eurasian Patent Organization	Published	201490208	8/15/2012		
India	Pending	1012/DELNP/2014	8/15/2012		
Indonesia	Published	P00201400805	8/15/2012		
Moldova	Pending	A20140011	8/15/2012		
Pakistan	Pending	539/2012	8/15/2012		
Philippines	Granted	1-2014-500349	8/15/2012	1-2014-500349	2/29/2016
South Africa	Allowed	2014/00582	8/15/2012		
Thailand	Pending	1401000784	8/15/2012		
Vietnam	Pending	1-2014-00440	8/15/2012		

(877) Title: METHODS FOR PREPARING ANTI-VIRAL NUCLEOTIDE ANALOGS

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Bahamas	Granted	2455	10/3/2012	2455	6/24/2014
Bolivia	Granted	SP-0352-2012	10/3/2012	6385-B	11/26/2014
Ecuador	Published	IEPI-2014-74	10/3/2012		
El Salvador	Published	E-4696/2014	10/3/2012		
Eurasian Patent Organization	Allowed	201490753	10/3/2012		
India	Published	2953/DELNP/2014	10/3/2012		
Pakistan	Pending	671/2012	10/3/2012		

(692) Title: DIAMINOALKANE COMPOUNDS (VARIANTS) AND A METHOD OF PREPARING THEREOF (VARIANTS), A PHARMACEUTICAL COMPOSITION AND A THERAPEUTIC AGENT FOR INHIBITING CYTOCHROME-P450-MONOOXYGENASE, METHODS FOR TREATING AN HIV INFECTION AND VIRAL HEPATITS C, A METHOD OF MOD

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Granted	1200800450	9/30/2009	14409	
African Regional Industrial Property Organization	Granted	AP/P/2008/004720	9/30/2014	AP2985	

Anguilla	Granted	AI/A/2015/00172	11/2/2015	AI/A/2015/00172
Armenia	Granted	200900155	11/28/2014	20489
Congo, Democratic Republic of	Pending	NP/004/EXT/2016		
Ethiopia	Granted	ET/PI/15/185	5/25/2016	134
Eurasian Patent Organization	Allowed	201270738		
Eurasian Patent Organization	Granted	200900155	11/28/2014	20489
Fiji	Published	1217		
Guyana	Published	1642		
Haiti	Pending			
India	Pending	10487/DELNP/2008		
Indonesia	Granted	W00200900061	8/12/2016	IDP00042227
Jamaica	Pending	18/1/5696		
Kazakhstan	Unfiled			
Kazakhstan	Granted	200900155	11/28/2014	20489
Kiribati	Granted	13/15	10/7/2015	13/15
Kyrgyz Republic	Granted	200900155	11/28/2014	20489
Moldova	Granted	200900155	11/28/2014	20489
Montserrat	Granted		9/23/2015	3 of 2015
Nauru	Pending			
Nepal	Pending	894		
Seychelles	Granted	2049506	5/25/2016	2049506
Sierra Leone	Pending	EP2049506		
Solomon Islands	Granted	J37/370	2/10/2016	J37/370
South Africa	Pending	2008/10399		
Tajikistan	Granted	200900155	11/28/2014	20489
Thailand	Published	701003404		
Turkmenistan	Granted	200900155	11/28/2014	20489
Turks and Caicos Islands	Pending	10214		
Tuvalu	Granted		11/7/2015	TVP2049506
Vietnam	Pending	1-2009-00240		
Vietnam	Pending	1-2012-02702		
Virgin Islands (British)	Granted	415/6/2015	12/1/2015	415/6/2015

(719) Title: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property	Granted	1200900273	6/30/2010	14749

Organization (OAPI)				
African Regional Industrial Property Organization	Granted	AP/P/2009/004964	9/16/2014	AP2986
African Regional Industrial Property Organization	Granted	AP/P/2013/007042	11/30/2016	AP3915
Armenia	Granted	200901155	7/30/2014	19893
Eurasian Patent Organization	Granted	200901155	7/30/2014	19893
Fiji	Granted			
Indonesia	Granted	W00200902299	3/18/2015	IDP000038076
Kazakhstan	Granted	200901155	7/30/2014	19893
Kyrgyz Republic	Granted	200901155	7/30/2014	19893
Moldova	Granted	200901155	7/30/2014	19893
South Africa	Pending	2009/05882		
South Africa	Unfiled			
Tajikistan	Granted	200901155	7/30/2014	19893
Thailand	Pending	801000867		
Turkmenistan	Granted	200901155	7/30/2014	19893
Vietnam	Pending	1-2009-01990		
Vietnam	Pending	1-2012-02696		

(757) Title: THE USE OF SOLID CARRIER PARTICLES TO IMPROVE THE PROCESSABILITY OF A PHARMACEUTICAL AGENT

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201000364	9/28/2012	15589
African Regional Industrial Property Organization	Granted	AP/P/2010/005429	1/30/2015	3209
Armenia	Granted	201071173	3/31/2016	22950
Belarus	Granted	201071173	3/31/2016	22950
Ecuador	Pending	SP-10-10636		
Eurasian Patent Organization	Published	201591353		
Eurasian Patent Organization	Granted	201071173	3/31/2016	22950
India	Pending	7565/DELNP/2010		
Indonesia	Published	W00201004105		
Kazakhstan	Granted	201071173	3/31/2016	22950
Kyrgyz Republic	Granted	201071173	3/31/2016	22950
Moldova	Granted	201071173	3/31/2016	22950
South Africa	Granted	2010/08007	10/26/2011	2010/08007
Tajikistan	Granted	201071173	3/31/2016	22950
Turkmenistan	Granted	201071173	3/31/2016	22950

Vietnam	Pending 1-2010-02929

(775) Title: METHOD OF PREPARING AN INHIBITOR OF CYTOCHROME P450 MONOOXYGENASE, AND INTERMEDIATES INVOLVED

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201100311.00	4/1/2010	15801
Bolivia	Abandoned	11-114.749	4/1/2010	
Eurasian Patent Organization	Granted	201190179.00	4/1/2010	22739
Eurasian Patent Organization	Published	201590979.00	4/1/2010	
Ecuador	Pending	SP-11-11391	4/1/2010	
Indonesia	Granted	W00201103554	4/1/2010	IDP000041448
India	Pending	7323/DELNP/2011	4/1/2010	
Pakistan	Pending	262/2010	3/31/2010	
Thailand	Published	1101002473.00	4/1/2010	
Vietnam	Pending	1-2011-02324	4/1/2010	
South Africa	Granted	2011/07430	4/1/2010	2011/07430

(895) Title: METHODS AND INTERMEDIATES FOR PREPARING PHARMACEUTICAL AGENTS

Country	Status	Application No.	Filing Date	Patent No.
India	Abandoned	6192/DELNP/2014		

(899) Title: THERAPEUTIC COMPOUNDS

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Eurasian Patent Organization	Published	201491287	2/1/2013		
India	Pending	7100/DELNP/2014	2/1/2013		

(EMU-108) Title: Antiviral Activity and Resolution of 2-Hydroxymethyl-5-(5-Fluorocytosin-1-yl)- 1,3-Oxathiolane

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Philippines	Granted	1-1992-43955	2/20/92	1-1992-43955	2/20/09
Philippines	Granted	55191	12/27/96	1-1996-55191	3/9/07
Philippines	Granted	55192	2/20/92	55192	12/19/08
Philippines	Granted	55193	2/20/92	55193	12/19/08

Philippines	Granted	551942/20/925519	412/19/08		

(EMU-4000) Title: 1,3-Oxathiolane Nucleoside Analogues

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Botswana	Granted	BW/A/1998/00163	4/27/98	BW/P/2002/00042	5/22/03
Domincan Republic	Granted	1793970004607.00	7/10/97	370	7/10/17
Honduras	Granted	PICA97118	8/18/97	3775	4/25/00
Jamaica	Granted	697267	7/8/97	3615	5/25/05
Nicaragua	Granted	97.0096	12/5/97	1134RPI	5/17/99

For purposes of this Appendix 2, references to “PCT,“ “OAPI,” “EAPO” and “ARIPO” shall not be construed or interpreted to grant rights to Licensee in any country other than those countries expressly included within the licenses granted to Licensee in Sections 2.1 and 2.2 of this Agreement.

APPENDIX 3

Terms for Technology Transfer

Gilead will make available to Licensee the following information in accordance with Section 5.4 to fully enable Licensee to manufacture FTC, TAF, TDF, EVG, COBI, TDF Product, TAF Product, EVG Product, COBI Product and Quad Product at commercial-scale quantities and in compliance with Gilead's required quality specifications (but only to the extent not previously provided to Licensee under the Original License Agreement or other separate written agreement with Gilead and/or MPP):

1. Manufacturing process descriptions, specifications and methods;
2. Stability data;
3. Analytical method validation; and
4. Discussion of impurities.

Gilead will make available to Licensee the following information in accordance with Section 7 of the First Amendment to this Agreement, to fully enable Licensee to manufacture BIC and such FDA-approved Product containing BIC at commercial-scale quantities and in compliance with Gilead's required quality specifications:

1. Manufacturing process descriptions, specifications and methods;
2. Stability data;
3. Analytical method validation; and
4. Discussion of impurities.

APPENDIX 4
Emtricitabine Patents

(EMU-108) Title: Antiviral Activity and Resolution of 2-Hydroxymethyl-5-(5-Fluorocytosin-1-yl)- 1,3-Oxathiolane

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Philippines	Granted	1-1992-43955	2/20/92	1-1992-43955	2/20/09
Philippines	Granted	55191	12/27/96	1-1996-55191	3/9/07
Philippines	Granted	55192	2/20/92	55192	12/19/08
Philippines	Granted	55193	2/20/92	55193	12/19/08
Philippines	Granted	55194	2/20/92	55194	12/19/08

(EMU-4000) Title: 1,3-Oxathiolane Nucleoside Analogues

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Botswana	Granted	BW/A/1998/00163	4/27/98	BW/P/2002/00042	5/22/03
Dominican Republic	Granted	1793970004607.00	7/10/97	370	7/10/17
Honduras	Granted	PICA97118	8/18/97	3775	4/25/00
Jamaica	Granted	697267	7/8/97	3615	5/25/05
Nicaragua	Granted	97.0096	12/5/97	1134RPI	5/17/99

(270) Title: COMPOSITIONS AND METHODS FOR COMBINATION ANTIVIRAL THERAPY

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
Armenia	Granted	1/13/2004	200501134	15145	6/13/2011
Eurasian Patent Organization	Published	1/13/2004	201100293		
Eurasian Patent Organization	Granted	1/13/2004	200501134	15145	6/13/2011
Kazakhstan	Granted	1/13/2004	200501134	15145	6/13/2011
Kazakhstan	Pending		200501134 (PTE Application)		
Kyrgyz Republic	Granted	1/13/2004	200501134	15145	6/13/2011
Kyrgyz Republic	Granted		200501134 (PTE Application)	15145	5/31/2012
Moldova	Granted	1/13/2004	200501134	15145	6/13/2011
Tajikistan	Granted	1/13/2004	200501134	15145	6/13/2011
Turkmenistan	Granted	1/13/2004	200501134	15145	6/13/2011
Turkmenistan	Pending		200501134 (PTE Application)		

(677) Title: A PHARMACEUTICAL COMPOSITION, A METHOD OF PREPARING THEREOF, AND A METHOD OF TREATING VIRAL DISEASES USING SAID COMPOSITION

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
Armenia	Granted	6/13/2006	200800033	17764	3/29/2013
Eurasian Patent Organization	Published	6/13/2006	201201265		
Eurasian Patent Organization	Granted	6/13/2006	200800033	17764	3/29/2013
India	Pending	6/13/2006	9661/DELNP/2007		
Kazakhstan	Granted	6/13/2006	200800033	17764	3/29/2013
Kyrgyz Republic	Granted	6/13/2006	200800033	17764	3/29/2013
Moldova	Granted	6/13/2006	200800033	17764	3/29/2013
South Africa	Granted	6/13/2006	2008/00297	2008/00297	4/28/2010
Tajikistan	Granted	6/13/2006	200800033	17764	3/29/2013
Turkmenistan	Granted	6/13/2006	200800033	17764	3/29/2013

APPENDIX 5

Countries in the COBI Territory

1. Afghanistan
2. Angola
3. Anguilla
4. Antigua and Barbuda
5. Armenia
6. Aruba
7. Bahamas
8. Bangladesh
9. Barbados
10. Belarus
11. Belize
12. Benin
13. Bhutan
14. Bolivia
15. Botswana
16. British Virgin Islands
17. Burkina Faso
18. Burundi
19. Cambodia
20. Cameroon
21. Cape Verde
22. Central African Republic
23. Chad
24. Comoros
25. Congo, Rep
26. Congo, Dem. Rep. of the
27. Côte d'Ivoire
28. Cuba
29. Djibouti
30. Dominica
31. Dominican Republic
32. Ecuador
33. El Salvador
34. Equatorial Guinea
35. Eritrea
36. Ethiopia
37. Fiji Islands
38. Gabon
39. Gambia
40. Georgia
41. Ghana
42. Grenada
43. Guatemala
44. Guinea
45. Guinea-Bissau
46. Guyana
47. Haiti
48. Honduras
49. India
50. Indonesia
51. Jamaica
52. Kazakhstan
53. Kenya
54. Kiribati
55. Kyrgyzstan
56. Lao, People's Dem. Rep.
57. Lesotho
58. Liberia
59. Madagascar
60. Malawi
61. Malaysia
62. Maldives
63. Mali
64. Mauritania
65. Mauritius
66. Moldova, Rep. of
67. Mongolia
68. Montserrat
69. Mozambique
70. Myanmar
71. Namibia
72. Nauru
73. Nepal
74. Nicaragua
75. Niger
76. Nigeria
77. Pakistan
78. Palau
79. Papua NewGuinea
80. Phillipines
81. Rwanda
82. Saint Kitts and Nevis
83. Saint Lucia
84. Saint Vincent & the Grenadines
85. Samoa
86. São Tomé and Príncipe
87. Senegal
88. Seychelles
89. Sierra Leone
90. Solomon Islands
91. Somalia
92. South Africa
93. South Sudan
94. Sri Lanka
95. Sudan
96. Surinam
97. Swaziland
98. Syrian Arab Republic
99. Tajikistan
100. Tanzania, U. Rep. of
101. Thailand
102. Timor-Leste
103. Togo
104. Tonga
105. Trinidad and Tobago
106. Turkmenistan
107. Turks and Caicos
108. Tuvalu
109. Uganda
110. Ukraine
111. Uzbekistan
112. Vanuatu
113. Vietnam
114. Yemen
115. Zambia
116. Zimbabwe

APPENDIX 6

Countries in the EVG- Quad Territory

1. Afghanistan
2. Angola
3. Anguilla
4. Antigua and Barbuda
5. Armenia
6. Bahamas
7. Bangladesh
8. Barbados
9. Belize
10. Benin
11. Bhutan
12. Bolivia
13. Botswana
14. British Virgin Islands
15. Burkina Faso
16. Burundi
17. Cambodia
18. Cameroon
19. Cape Verde
20. Central African Republic
21. Chad
22. Comoros
23. Congo, Rep
24. Congo, Dem. Rep. of the
25. Côte d'Ivoire
26. Cuba
27. Djibouti
28. Dominica
29. Ecuador
30. El Salvador
31. Equatorial Guinea
32. Eritrea
33. Ethiopia
34. Fiji Islands, Rep. of the
35. Gabon
36. Gambia
37. Georgia
38. Ghana
39. Grenada
40. Guatemala
41. Guinea
42. Guinea-Bissau
43. Guyana
44. Haiti
45. Honduras
46. India
47. Indonesia
48. Jamaica
49. Kazakhstan
50. Kenya
51. Kiribati
52. Kyrgyzstan
53. Lao People's Dem. Rep.
54. Lesotho
55. Liberia
56. Madagascar
57. Malawi
58. Maldives
59. Mali
60. Mauritania
61. Mauritius
62. Moldova, Rep. of
63. Mongolia
64. Mozambique
65. Myanmar
66. Namibia
67. Nauru
68. Nepal
69. Nicaragua
70. Niger
71. Nigeria
72. Pakistan
73. Palau
74. Papua New Guinea
75. Rwanda
76. Saint Kitts and Nevis
77. Saint Lucia
78. Saint Vincent & the Grenadines
79. Samoa
80. São Tomé and Príncipe
81. Senegal
82. Seychelles
83. Sierra Leone
84. Solomon Islands
85. Somalia
86. South Africa
87. South Sudan
88. Sri Lanka
89. Sudan
90. Suriname
91. Swaziland
92. Syrian Arab Republic
93. Tajikistan
94. Tanzania, U. Rep. of
95. Thailand
96. Timor-Leste
97. Togo
98. Tonga
99. Trinidad and Tobago
100. Turkmenistan
101. Turks and Caicos
102. Tuvalu
103. Uganda
104. Uzbekistan
105. Vanuatu
106. Vietnam
107. Yemen
108. Zambia
109. Zimbabwe

APPENDIX 7

Countries in the BIC Territory

1. Afghanistan
2. Angola
3. Anguilla
4. Antigua and Barbuda
5. Armenia
6. Aruba
7. Bahamas
8. Bangladesh
9. Barbados
10. Belarus
11. Belize
12. Benin
13. Bhutan
14. Bolivia
15. Botswana
16. British Virgin Islands
17. Burkina Faso
18. Burundi
19. Cambodia
20. Cameroon
21. Cape Verde
22. Central African Republic
23. Chad
24. Comoros
25. Congo, Rep
26. Congo, Dem. Rep. of the
27. Côte d'Ivoire
28. Cuba
29. Djibouti
30. Dominica
31. Dominican Republic
32. Ecuador
33. El Salvador
34. Equatorial Guinea
35. Eritrea
36. Ethiopia
37. Fiji Islands
38. Gabon
39. Gambia
40. Georgia
41. Ghana
42. Grenada
43. Guatemala
44. Guinea
45. Guinea-Bissau
46. Guyana
47. Haiti
48. Honduras
49. India
50. Indonesia
51. Jamaica
52. Kazakhstan
53. Kenya
54. Kiribati
55. Kyrgyzstan
56. Lao, People's Dem. Rep.
57. Lesotho
58. Liberia
59. Madagascar
60. Malawi
61. Malaysia
62. Maldives
63. Mali
64. Mauritania
65. Mauritius
66. Moldova, Rep. of
67. Mongolia
68. Montserrat
69. Mozambique
70. Myanmar
71. Namibia
72. Nauru
73. Nepal
74. Nicaragua
75. Niger
76. Nigeria
77. Pakistan
78. Palau
79. Papua NewGuinea
80. Phillipines
81. Rwanda
82. Saint Kitts and Nevis
83. Saint Lucia
84. Saint Vincent & the Grenadines
85. Samoa
86. São Tomé and Príncipe
87. Senegal
88. Seychelles
89. Sierra Leone
90. Solomon Islands
91. Somalia
92. South Africa
93. South Sudan
94. Sri Lanka
95. Sudan
96. Surinam
97. Swaziland
98. Syrian Arab Republic
99. Tajikistan
100. Tanzania, U. Rep. of
101. Thailand
102. Timor-Leste
103. Togo
104. Tonga
105. Trinidad and Tobago
106. Turkmenistan
107. Turks and Caicos
108. Tuvalu
109. Uganda
110. Ukraine
111. Uzbekistan
112. Vanuatu
113. Vietnam
114. Yemen
115. Zambia
116. Zimbabwe

[APPENDIX 8-B FOR NEW LICENSEES IN INDIA]

FIRST AMENDMENT

TO

LICENSE AGREEMENT

This FIRST AMENDMENT TO LICENSE AGREEMENT (this "**Amendment**") is made as of **[Insert Date]** (the "**Amendment Effective Date**") by and among **Gilead Sciences, Inc.** a Delaware corporation having its principal place of business at 333 Lakeside Drive, Foster City, California 94404, USA ("**Gilead**"), the **Medicines Patent Pool**, a non-profit foundation registered under the laws of Switzerland, and having a principal place of business at Rue de Varembé 7, 1202 Geneva, Switzerland ("**MPP**"), and _____ a company registered under the laws of India, and have a registered office at _____, India ("**Licensee**").

RECITALS

WHEREAS, Gilead, MPP, and Licensee entered into that certain License Agreement effective as of(the "**Agreement**"), pursuant to which MPP granted Licensee certain licenses with respect to Gilead's proprietary pharmaceutical agents tenofovir alafenamide, tenofovir disoproxil fumurate, elvitegravir, and cobicistat for treatment of HIV and HBV in developing world countries; and

WHEREAS, Gilead, MPP, and Licensee wish to amend the Agreement to add certain licenses with respect to Gilead's proprietary pharmaceutical agent bictegravir for treatment of HIV in developing world countries, in accordance with the terms and conditions of this Amendment, all as more fully described below.

NOW, THEREFORE, Gilead, MPP, and Licensee agree as follows:

1. Definitions.

   a. The definitions of the below terms are hereby deleted from Section 1 of the Agreement and replaced as follows:

   "**Active Pharmaceutical Ingredient**" or "**API**" shall mean one or more of the following active pharmaceutical ingredients: tenofovir alafenamide ("**TAF**"), tenofovir disoproxil fumarate ("**TDF**"), elvitegravir ("**EVG**"), cobicistat ("**COBI**"), and bictegravir ("**BIC**").

   "**Combination Products**" shall mean COBI Combination Products, EVG Combination Products, TDF Combination Products, TAF Combination Products, BIC Combination Products, and Quad Products.

   "**Patents**" shall mean (a) the patents and patent applications set forth in Appendix 2 hereto and (b) any other patents or patent applications (and resulting patents therefrom) that are in the Territory and owned or controlled by Gilead and its Affiliates during the term of this Agreement including to the extent falling within clause (b) of this definition (i) those patents and patent applications exclusively

licensed by Gilead from Japan Tobacco pursuant to the Japan Tobacco Agreement and (ii) those patents and patent applications claiming improvements or modifications to the manufacture of API, in the case of each patent and patent application referenced in clauses (a) and (b) solely to the extent necessary for Licensee to practice the licenses granted in Section 2 hereof.

"**Product**" shall mean COBI Product, EVG Product, TAF Product, TDF Product, COBI Combination Product, EVG Combination Product, TAF Combination Product, TDF Combination Product, BIC Product, BIC Combination Products, and the Quad Products.

"**Territory**" shall mean the TDF-TAF Territory, the COBI Territory, the EVG-Quad Territory, and the BIC Territory.

b. The below terms are hereby added to Section 1 of the Agreement and are defined as follows:

"**BIC Combination Product**" shall mean a pharmaceutical product containing BIC in combination with any other active pharmaceutical ingredient other than TAF, TDF, EVG, or COBI (in each case subject to the restrictions set forth in Section 4 of this Amendment, including any co formulation, co-packaged product, bundled product, or other type of combination product.

"**BIC Product**" shall mean a formulated and finished pharmaceutical product containing BIC as its sole active pharmaceutical ingredient.

"**BIC Territory**" shall mean those countries listed on Appendix 7.

c. All capitalized terms not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.

2. API License. Section 2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"API License. Subject to the terms and conditions of this Agreement, MPP hereby grants to Licensee a royalty-free, non-exclusive, non-sublicensable (other than a sublicense to an Affiliate in accordance with Section 2.3 below), non-transferable license under the Licensed Technology to (i) make API in India solely for the purposes of exercising the licenses described in this Section 2.1; (ii) offer for sale and sell such API to Licensed Product Suppliers in India, China and South Africa for use solely for purposes set forth in the Licensed Product Suppliers' direct or indirect license from Gilead as set forth in the definition of Licensed Product Suppliers; (iii) import Licensed API into India for purposes of exercising the license set forth in Section 2.2 or (iv) use API for Licensee's own internal use in the applicable Territory. For clarity, the license granted in this Section 2.1 does not include, expressly or by implication, a license under any Gilead intellectual property right to manufacture, sell or distribute any active pharmaceutical ingredient owned or controlled by Gilead other than TAF, TDF, EVG, COBI, and BIC."

3. Product License. Section 2.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Product License. Subject to the terms and conditions of this Agreement, MPP hereby grants to Licensee a royalty-bearing, non-exclusive, non-sublicensable (other than a sublicense to an Affiliate in accordance with Section 2.3 below), non-transferable license under the Licensed Technology solely to make Product in India and sell, have sold, offer for sale, export from India and import (i) TAF Product, TAF Combination Product, TDF Product and TDF Combination Products in the Field in the TDF-TAF Territory, (ii) EVG Product, EVG Combination Products and the Quad Products in the Field in the EVG-Quad Territory, (iii) COBI Products and COBI Combination Products in the Field and in the COBI Territory, and
(iv) BIC Product and BIC Combination Products in the Field and in the BIC Territory; provided that in each case such Products shall be made only from Licensed API. For clarity,
(a) the licenses granted in this Section 2.2 do not include, expressly or by implication, a license under any Gilead intellectual property right to manufacture, sell or distribute any product containing active pharmaceutical ingredients owned or controlled by Gilead other than Products containing TAF, TDF, EVG, COBI, and BIC, and (b) notwithstanding the foregoing, the licenses granted under this Section 2.2 shall not extend to any active pharmaceutical ingredient included within a Product other than TAF, TDF, EVG, COBI, and BIC."

4. Affiliates. Section 2.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Affiliates. Licensee may grant sublicenses under the licenses granted in Section 2.1 or Section 2.2 to its Affiliates located in India upon prior written notice to Gilead and MPP. Upon Gilead's or MPP's request, Licensee shall provide Gilead and/or MPP (as applicable) with the written copies of the applicable sublicense agreement with such Affiliate(s). Further upon Gilead's or MPP's request, Licensee shall name Gilead and/or MPP (as applicable) as a third party beneficiary in any such sublicense agreement, in which case Licensee shall consent and hereby does consent to Gilead's and/or MPP's (as applicable) enforcement of such sublicense agreement to the extent relating to the obligations that Licensee is required hereunder to impose on its Affiliates. Licensee shall ensure that any such Affiliate complies with all the terms of this Agreement as if they were a party to this Agreement, and Licensee will be liable for the activities of such Affiliates as if such activities were performed by Licensee."

5. Product Sales.

   a. Section 2.5(b) of the Agreement is hereby amended to delete the first paragraph of such Section which is hereby replaced with the following:

   "Subject to Sections 10.3(c) and 10.3(d) of the Agreement, Licensee agrees that it will not sell, offer for sale, or assist third parties (including Affiliates) in selling Product *except for* the sale and offer for sale of (A) TAF Product, TAF Combination, TDF Product and TDF Combination Product for use in the Field in and in the countries of the TDF-TAF Territory, (B) COBI Product and COBI Combination Product for use in the Field and in the countries of the COBI Territory, (C) EVG Product, EVG Combination Product and Quad Product for use in the Field and in the

countries of the EVG-Quad Territory, and (D) BIC Product and BIC Combination Product for use in the Field and in the countries of the BIC Territory."

b. Section 2.5(b)(ii) is hereby deleted in its entirety and replaced with the following:

"Licensee agrees that it will not administer BIC to humans, or sell Products containing BIC until Gilead has obtained marketing approval for a Product containing BIC from the FDA."

6. Limitations on Product Combinations. Licensee will be allowed to manufacture and sell BIC in combination with other active pharmaceutical ingredients in the BIC Territory, provided in each case (A) Licensee has the legal right to manufacture and sell such other active pharmaceutical ingredients in the applicable country in the BIC Territory, and (B) such manufacture and sale is in accordance with the licenses granted herein.

7. Gilead Distributors. Section 2.5(d)(i) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Licensee may elect to sell finished Product in the Territory to any Gilead Distributor, provided, however, that (A) Licensee may only sell and offer for sale TAF Product, TAF Combination Product, TDF Product and TDF Combination Product to Gilead Distributors to sell in the TDF-TAF Territory, and may not sell or offer for sale TAF Product, TAF Combination Product, TDF Product or TDF Combination Product outside the TDF-TAF Territory, and may not import TAF Product or TAF Combination Product into any country outside the TDF-TAF Territory, (B) Licensee may only sell and offer for sale COBI Product and COBI Combination Product to Gilead Distributors to sell in the COBI Territory, and may not sell or offer for sale COBI Product or COBI Combination Product outside the COBI Territory, and may not import COBI Product or COBI Combination Product into any country outside the COBI Territory, (C) Licensee may only sell and offer for sale EVG Product, EVG Combination Product and Quad Product to Gilead Distributors to sell in the EVG-Quad Territory, and may not sell or offer for sale EVG Product, EVG Combination Product or Quad Product outside the EVG-Quad Territory, and may not import EVG Product, EVG Combination Product or Quad Product into any country outside the EVG-Quad Territory, (D) Licensee may only sell and offer for sale BIC Product and BIC Combination Product to Gilead Distributors to sell in the BIC Territory, and may not sell or offer for sale BIC Product or BIC Combination Product outside the BIC Territory, and may not import BIC Product or BIC Combination Product into any country outside the BIC Territory, and (E) Licensee shall only sell to such Gilead Distributor those Products that are bioequivalent to the branded products Gilead has granted such Gilead Distributor the right to sell in such country of the applicable Territory. Licensee shall only allow such Gilead Distributor to sell such Product in the countries within the country of the applicable Territory for which such Gilead Distributor has the right to sell branded Gilead product. For example, Licensee shall not sell to a Gilead Distributor (X) a Product containing TDF, emtricitabine (FTC) and efavirenz in a particular country in the TDF-TAF Territory, unless Gilead has granted such distributor the right to sell a branded product containing TDF, FTC and efavirenz in such country in the TDF-TAF Territory, or (Y) a Product containing both TDF and 3TC or both TAF and 3TC."

8. Third Party Reseller Agreements. Section 2.5(e) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Gilead/MPP Approval of Third Party Reseller Agreements. Licensee shall not enter into any agreements with Third Party Resellers on terms inconsistent with this Agreement without obtaining Gilead's prior written approval. If Licensee enters into an agreement with any Third Party Reseller, then Licensee shall notify Gilead and MPP in writing, and shall certify that its arrangement with such Third Party Reseller is consistent with the terms and conditions of this Agreement. Upon Gilead's or MPP's request, Licensee shall provide Gilead and/or MPP (as applicable) with written copies of all agreements executed between Licensee and Third Party Resellers. Further upon Gilead's or MPP's request, Licensee shall name Gilead and/or MPP (as applicable) as a third party beneficiary in any such agreements, in which case Licensee shall consent and hereby does consent to Gilead's and/or MPP's (as applicable) enforcement of such agreements to the extent relating to the obligations that Licensee is required hereunder to impose upon Third Party Resellers. Gilead and/or MPP shall have the right to review all such agreements to verify consistency with the terms and conditions of this Agreement. In the event that any inconsistency is found which had not been specifically discussed and agreed with Gilead, then Gilead and/or MPP shall have the right to require Licensee to terminate such agreement. To the extent any such agreements relate to EVG, EVG Product, EVG Combination Product, or Quad Product, Gilead shall also have the right to share such agreements with Japan Tobacco."

9. Termination of Third Party Agreement by Gilead. Section 2.5(g) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Termination of Third Party Agreements by Gilead. Gilead may terminate the right of Licensee to sell Product to any Third Party Reseller pursuant to this Section 2.5, if Gilead believes in good faith that the Third Party Reseller is not acting in a way that is consistent with Licensee's covenants under this Agreement, or if Licensee does not terminate Licensee's agreement with such Third Party Reseller under the circumstances described in Section 2.5(e) or Section 2.5(f)."

10. No Other Licenses. Section 2.6(d)(ii) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Except as expressly set forth in this Agreement, MPP does not grant any license under any of Gilead's intellectual property rights (including, without limitation, patents or rights to any proprietary compounds or drug substances other than API) to Licensee."

11. Sourcing of API from API Suppliers. The last sentence of Section 3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"In the event that any inconsistency is found which had not been specifically discussed and agreed with Gilead, each of Gilead and MPP shall have the right to require Licensee to terminate such agreement with such Gilead Supplier or Licensed API Supplier, and upon notice from Gilead and/or MPP to such effect, Licensee shall immediately terminate such agreement."

12. Royalty. As consideration for the licenses granted in Section 2 of the Agreement, as amended by Sections 2 and 3 of this Amendment, Licensee shall pay Gilead the following

royalties on Net Sales of BIC Product and BIC Combination Product in the Territory for the duration of the Royalty Term:

a. 5% of BIC Product Net Sales in the BIC Territory.

b. 5% of the portion of BIC Combination Product Net Sales attributable to the BIC component of such BIC Combination Product in the BIC Territory, as determined in accordance with Section 4.2 of the Agreement.

c. To the extent any TAF Combination Product, TDF Combination Product, EVG Combination Product, and/or COBI Combination Product contains BIC, then in addition to royalties due from Licensee to Gilead for each other royalty bearing API in such Combination Product as set forth in Section 4.1(c), (f) and (h) of the Agreement, respectively, Licensee will pay Gilead 5% of the portion of such Combination Products Net Sales attributable to the BIC component of such Combination Product in the Territory applicable to such Combination Product, as determined in accordance with Section 4.2 of the Agreement.

13. Quarterly Reports. In each Quarterly Report, Licensee shall provide Gilead with the following information (in addition to the information described in Section 4.3 of the Agreement): (i) any Drug Controller General of India export permits obtained by the Licensee for Product, including the quantity of Product exported, the final destination of the Product and the recipient of the Product; and (ii) any Central Drugs Standard Control Organization (CDSCO) No Objection Certificates (NOC) obtained by third parties for Product for which Licensee provided assistance, including the quantity of Product exported, the final destination of the Product and the recipient of the Product.

14. Cooperation. If any party becomes aware of a suspected occurrence of any prohibited activity described in Section 7.2(a)(i)-(viii), such party will notify the other parties promptly, and following such notification, the parties will confer. Gilead (except in the case of Patents relating to EVG, EVG Product, EVG Combination Product or TAF Quad that are subject to the Japan Tobacco Agreement and controlled by Japan Tobacco) will have the right, but not the obligation, to bring an infringement or other action at its own expense, in its own name, and entirely under its own direction and control. Licensee will reasonably assist Gilead (or, where applicable, Japan Tobacco) in such actions or proceedings if so requested, and will lend its name to such actions or proceedings if required by law in order for Gilead (or Japan Tobacco) to bring such an action, which obligations shall survive the expiration or termination of the Agreement.

15. Technology Transfer. Promptly following the later of the Amendment Effective Date and Gilead's receipt of marketing approval from the FDA for a Product containing BIC, Gilead shall make available a one-time technology transfer of know-how owned or controlled by Gilead relating to the manufacture of BIC and such FDA-approved Product containing BIC, as applicable, to the extent, and in the manner specified in Appendix 3 attached hereto. Except as expressly provided in this Section 7, Gilead shall have no further obligation to transfer any other know-how under this Amendment.

16. Manufacturing Requirements Minimum Standards. Section 6.2(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Minimum Standards.

(i) Licensee agrees that it shall manufacture API and Product in a manner consistent with (i) the applicable Indian manufacturing standards; (ii) either World Health Organization ("**WHO**") pre-qualification standards, standards of the European Medicines Agency ("**EMA**"), or United States Food and Drug Administration ("**FDA**") tentative approval standards ("**Minimum Quality Standards**"); and (iii) on a country-by-country basis, any applicable national, regional or local standards as may be required by the specific country where Product is sold.

(ii) As required by MPP, in the event that any of COBI, EVG, TAF or BIC are included in the *WHO Consolidated Guidelines on the use of antiretroviral drugs for treating and preventing HIV infection* ("**WHO Guidelines**") or in the expression of interest for WHO pre-qualification for active pharmaceutical ingredients, Licensee shall apply for WHO pre- qualification or submit such included API's Drug Master File (or equivalent) to the FDA no later than by the second anniversary of any such inclusion.

(iii) As required by MPP, in the event that any TAF Product or TAF Combination Product, BIC Product or BIC Combination Product, COBI Product or COBI Combination Product, EVG Product or EVG Combination Product, or the TDF Quad are included in WHO Guidelines or in the expression of interest for WHO pre-qualification of medicines, Licensee shall apply for WHO pre-qualification or FDA conditional approval for each such Product so included no later than by the third anniversary of any such inclusion."

17. Remedy for Failure. Section 6.2(c) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Remedy for Failure. If Licensee fails at any time to meet the Minimum Quality Standards with respect to the manufacture of API or Product, Gilead and/or MPP may elect, in their sole discretion and notwithstanding Section 10.2 or 10.3 hereof, to suspend the effectiveness of the licenses granted hereunder until such time as Gilead and/or MPP have determined that Licensee has corrected any such failure to Gilead's and/or MPP's reasonable satisfaction. During any such suspension, Gilead and/or MPP and Licensee shall coordinate with each other to provide for the supply of API or Product, as appropriate, to ensure that end-user patient requirements are not disrupted as a result of such suspension."

18. Dose Requirements. All BIC Product and BIC Combination Products manufactured, used or sold by Licensee shall consist of dose concentrations of BIC that have been approved by the FDA. In the case of Products containing BIC, Licensee may manufacture or sell BIC Product, or BIC Combination Product consisting of an Alternate Dosage if such Alternate Dosage has been approved for use in the Field by the appropriate regulatory authority having jurisdiction over such Product.

19. Pediatric Formulations. Licensee will have the right to develop a BIC Product or BIC Combination Product as either a liquid or dispersible tablet formulation for use in pediatric patients less than 12 years of age (such formulation shall be a Pediatric Formulation). If Licensee is granted regulatory approval to market such Pediatric Formulation, then Licensee will use reasonable efforts to make such Pediatric Formulation available throughout the BIC

Territory (for purposes of Section 6.2(e) of the Agreement, the BIC Territory shall be Licensee's Applicable Territory with respect to such Pediatric Formulation).

20. Regulatory Filings and Inspections. To the extent Regulatory Reports relate to EVG, EVG Product, EVG Combination Product, or Quad Product, Gilead will have the right to share such Regulatory Reports with Japan Tobacco, which right shall survive the expiration or termination of the Agreement.

21. Safety Reporting. The following language is hereby added to the Agreement as Section 6.6:

"Safety Reporting.

a. Licensee is responsible for all single and periodic reporting to all applicable regulatory authorities for the Products manufactured by or on behalf of Licensee under the Agreement.

b. Licensee is responsible for all pharmacovigilance activities with respect to such Products, including but not limited to all associated signal detection, risk management and product labelling requirements.

c. In the event Licensee receives an individual case safety report associated with any Gilead proprietary product, Licensee agrees to forward such reports to Gilead at E-Mail: SafetyFC@gilead.com Fax: +1-650-522-5477.

d. Licensee will forward details of any confirmed safety signals or emerging safety issues relating to Products manufactured by or on behalf of Licensee under this Agreement and any supporting documentation to the risk management contact at Gilead: Neda.Shokrai@gilead.com."

22. Diversion of Product and Technology. Section 7.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Diversion of Product and Technology.

(a) Licensee covenants and agrees that Licensee and its Affiliates shall not, and shall require its Distributors and Third party Resellers not to: (i) divert or allow the diversion of API outside of India, China or South Africa, or to third parties that do not constitute Licensed Product Suppliers, (ii) divert or allow the diversion of TDF Product, TDF Combination Product, TAF Product or TAF Combination Product outside the TDF-TAF Territory, (iii) divert or allow the diversion of COBI Product or COBI Combination Product outside the COBI Territory, (iv) divert or allow the diversion of EVG Product, EVG Combination Product or Quad Product outside the EVG-Quad Territory, (v) divert or allow the diversion of BIC Product or BIC Combination Product outside the BIC Territory, (vi) divert or allow the diversion of Licensed Technology to any third party, except as expressly permitted under this Agreement, (vii) take any action that Gilead determines in good faith to be in furtherance of the activities described in clauses (i) - (vi), or (viii) assist or support, directly or indirectly, any third party in the conduct of the activities described in clauses (i) - (vii). The parties agree that it shall not be a breach of Section 3.1 or this

Section 7.2 for Licensee or its Affiliate to file marketing approval applications for any Product in a country outside of the Territory as required by applicable regulatory authorities in such country for the commercialization of such Product in such country, or for Licensee or its Affiliate to provide developmental quantities of API or Product in support of its own marketing approval applications or a third party's application for marketing approval, in each case, as required by applicable regulatory authorities in such country, it being understood that this provision shall not be construed as expressly or implicitly granting Licensee any right or license under any Gilead intellectual property rights beyond the licenses granted in Section 2 of this Agreement or otherwise providing any authorization by Gilead to do so, and does not constitute a waiver of any rights of Gilead under law that it may have to contest the filing or granting of such marketing approval applications."

(b) Damages. In the event (i) any Product is diverted (x) by Licensee or its Affiliate sublicensees, or (y) by another party with the assistance of the Licensee or its Affiliate sublicensees, in each case to any country outside the Territory in any manner described in Section 7.2(a), and (ii) a patent covering such Product has been granted in such country or in the country(ies) outside the Territory in which such Product is manufactured (collectively the circumstance described by clause (i) and (ii), a "**Diversion Event**"), then in addition to any other remedies Gilead may be entitled to at law or in equity, Gilead shall be entitled to injunctive relief and to receive lost profits associated with the Diversion Event, which such lost profits will be determined by taking into consideration the following factors: (1) the quantity of Product that is the subject of such Diversion Event; (2) the average profit Gilead receives from its sale of such Product in the country(ies) outside the Territory into which such Product was sold or otherwise transferred; and (3) any erosion in Gilead's market share in such country(ies) outside the Territory as a result of such Diversion Event. This Section 7.2(b) shall survive the expiration or termination of the Agreement with respect to Products sold prior to such expiration or termination."

23. General Law Compliance. Section 7.3(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

"General Law Compliance. Licensee covenants and agrees that it shall perform all activities under this Agreement in accordance with all applicable laws, rules, and regulations, including, without limitation, with respect to privacy, data protection, recalls, safety and reporting requirements and shall obtain, have and maintain all necessary regulatory approvals (including in India), marketing authorizations, permits and licenses, at Licensee's expense for the manufacture and sale of API and/or Product and any other Licensee activities contemplated hereby."

24. FCPA and UK Bribery Act. Section 7.3(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

"FCPA and UK Bribery Act. Licensee covenants and agrees that neither the Licensee, nor any of its affiliates, nor any of their respective directors, officers, employees or agents (all of the foregoing, including affiliates collectively, "**Licensee Representatives**") has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended (such act, including the rules and regulations

thereunder, the "**FCPA**"), the U.K. Bribery Act of 2010 ("**Bribery Act**"), or any other applicable anti-bribery or anticorruption laws, rules or regulations (collectively with the FCPA and the Bribery Act, the "**Anticorruption Laws**"). Licensee covenants and agrees that Licensee and Licensee Representatives have conducted and will conduct their businesses in compliance with the Anticorruption Laws. Licensee covenants and agrees that it shall provide to Gilead on the Amendment Effective Date and within thirty (30) days after the beginning of each calendar year thereafter, certification in writing by Licensee of Licensee's compliance with the Anticorruption Laws."

25. Gilead Right to Terminate. Section 10.3(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

"(b) Gilead and/or MPP shall have the right to terminate this Agreement, the covenant contained in Section 7.5 and/or one or both of the licenses granted pursuant to Section 2.1 or Section 2.2 (whether or not such event constitutes a right of termination pursuant to Section 10.2), if:

(i) Gilead determines in good faith that (A) a material quantity of API made or sold by Licensee has been diverted outside of South Africa, China or India, or to third parties that are not Licensed Product Suppliers, (B) a material quantity of Product made and/or sold by Licensee has been diverted to countries outside the Territory (other than with respect to such diversions occurring solely as a result of the circumstances expressly contemplated in Sections 7.3(c), 10.3(c) and 10.3(d) below), or (C) any of the prohibited activies described in Section 7.2(a)(i)-(viii) has occurred;

(ii) Gilead and/or MPP determines in good faith that, due to material deficiencies in Licensee's compliance, or repeated failure to comply, with the Minimum Quality Standards, Licensee is unable to reliably and consistently manufacture API or Product in accordance with the Minimum Quality Standards;

(iii) Gilead determines in good faith that Licensee has obtained material quantities of API from sources outside of India, South Africa or China (subject to the provisions set forth in Sections 7.3(c) and 10.3(c)), or in ways that are inconsistent with the terms and conditions of Section 3; or

(iv) Gilead's rights to EVG terminate due to the termination of the Japan Tobacco Agreement, provided, however, that in such event, such termination would only apply on a Product-by-Product basis and only with respect to Products containing EVG that are subject to the sublicense granted by Gilead under the Japan Tobacco Agreement.

Gilead shall give Licensee and MPP written notice of any such event and provide Licensee with a period of thirty (30) days after such notice to demonstrate that the conditions giving rise to Gilead's determination no longer exist to Gilead's reasonable satisfaction. If Licensee is unable to do so, this Agreement shall be terminated effective upon the thirtieth (30th) day following such notice. In the event that MPP independently exercises its right to terminate this Agreement pursuant to Sections 10.2 or 10.3, MPP shall provide notice to Gilead of such intent to terminate."

26. Licensee Right to Terminate License on an API Basis. For the avoidance of doubt any termination by Licensee of its license to BIC pursuant to Section 10.5 of the Agreement shall in turn terminate Licensee's rights and licenses under all Patents that claim BIC (alone or in combination with any other compounds) to manufacture, sell, use, export or import any Product that contains BIC.

27. Appendices. Appendices 1, 2, 3, 4, 5, and 6 of the Agreement are hereby deleted and replaced with new Appendices 1, 2, 3, 4, 5, and 6 attached to this Amendment, respectively. Appendix 7 attached to this Amendment is hereby added to the Agreement as Appendix 7.

28. Miscellaneous. This Amendment embodies the entire understanding of the Parties with respect to the subject matter hereof and supersedes all previous communications, representations or understandings, and agreements, whether oral or written, between the Parties relating to the subject matter hereof. Except as expressly amended by this Amendment, the terms and conditions of the Agreement will remain in full force and effect. This Amendment shall be effective as of the Amendment Effective Date, and may not be modified except by written agreement between the Parties. This Amendment will be governed by and construed under the laws of England, without regard to its choice of law principles, and any dispute that arises hereunder shall be resolved by binding arbitration as set forth in Section 12.7 of the Agreement.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date.

GILEAD:

Gilead Sciences, Inc.

By _____
Name:
Title:

LICENSEE:

[Licensee]

By _____
Name:
Title:

MPP:

Medicines Patent Pool

By _____
Name:
Title:

APPENDIX 1

Countries in the TDF-TAF Territory

1. Afghanistan
2. Angola
3. Anguilla
4. Antigua and Barbuda
5. Armenia
6. Aruba
7. Bahamas
8. Bangladesh
9. Barbados
10. Belarus
11. Belize
12. Benin
13. Bhutan
14. Bolivia
15. Botswana
16. British Virgin Islands
17. Burkina Faso
18. Burundi
19. Cambodia
20. Cameroon
21. Cape Verde
22. Central African Republic
23. Chad
24. Comoros
25. Congo, Rep
26. Congo, Dem. Rep. of the
27. Côte d'Ivoire
28. Cuba
29. Djibouti
30. Dominica
31. Dominican Republic
32. Ecuador
33. El Salvador
34. Equatorial Guinea
35. Eritrea
36. Ethiopia
37. Fiji Islands
38. Gabon
39. Gambia
40. Georgia
41. Ghana
42. Grenada
43. Guatemala
44. Guinea
45. Guinea-Bissau
46. Guyana
47. Haiti
48. Honduras
49. India
50. Indonesia
51. Jamaica
52. Kazakhstan
53. Kenya
54. Kiribati
55. Kyrgyzstan
56. Lao, People's Dem. Rep.
57. Lesotho
58. Liberia
59. Madagascar
60. Malawi
61. Malaysia
62. Maldives
63. Mali
64. Mauritania
65. Mauritius
66. Moldova, Rep. of
67. Mongolia
68. Montserrat
69. Mozambique
70. Myanmar
71. Namibia
72. Nauru
73. Nepal
74. Nicaragua
75. Niger
76. Nigeria
77. Pakistan
78. Palau
79. Papua NewGuinea
80. Phillipines
81. Rwanda
82. Saint Kitts and Nevis
83. Saint Lucia
84. Saint Vincent & the Grenadines
85. Samoa
86. São Tomé and Príncipe
87. Senegal
88. Seychelles
89. Sierra Leone
90. Solomon Islands
91. Somalia
92. South Africa
93. South Sudan
94. Sri Lanka
95. Sudan
96. Surinam
97. Swaziland
98. Syrian Arab Republic
99. Tajikistan
100. Tanzania, U. Rep. of
101. Thailand
102. Timor-Leste
103. Togo
104. Tonga
105. Trinidad and Tobago
106. Turkmenistan
107. Turks and Caicos
108. Tuvalu
109. Uganda
110. Ukraine
111. Uzbekistan
112. Vanuatu
113. Vietnam
114. Yemen
115. Zambia
116. Zimbabwe

APPENDIX 2
Patents

TDF Patents

(221) Title: NUCLEOTIDE ANALOGS

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
India	Pending	7/25/1997	2076/DEL/1997		

(230) Title: NUCLEOTIDE ANALOG COMPOSITION AND SYNTHESIS METHOD

SubCase	Status	Filing Date	Application No.	Patent No.	Issue Date
India	Pending	7/24/1998	896/DEL/2002		
India	Pending	7/24/1998	963/DEL/2002		
India	Pending	7/24/1998	1362/DEL/2004		
India	Granted	7/24/1998	2174/DEL/1998	190780	3/15/2004
Indonesia	Granted	7/23/1998	W-991548	7658	4/11/2002

(270) Title: COMPOSITIONS AND METHODS FOR COMBINATION ANTIVIRAL THERAPY

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
Armenia	Granted	1/13/2004	200501134	15145	6/13/2011
Eurasian Patent Organization	Published	1/13/2004	201100293		
Eurasian Patent Organization	Granted	1/13/2004	200501134	15145	6/13/2011
Kazakhstan	Granted	1/13/2004	200501134	15145	6/13/2011
Kazakhstan	Pending		200501134 (PTE Application)		
Kyrgyz Republic	Granted	1/13/2004	200501134	15145	6/13/2011
Kyrgyz Republic	Granted		200501134 (PTE Application)	15145	5/31/2012
Moldova	Granted	1/13/2004	200501134	15145	6/13/2011
Tajikistan	Granted	1/13/2004	200501134	15145	6/13/2011
Turkmenistan	Granted	1/13/2004	200501134	15145	6/13/2011
Turkmenistan	Pending		200501134 (PTE Application)		

(677) Title: A PHARMACEUTICAL COMPOSITION, A METHOD OF PREPARING THEREOF, AND A METHOD OF TREATING VIRAL DISEASES USING SAID COMPOSITION

Country	Status	Filing	Application No.	Patent No.	Issue Date	Date

Armenia	Granted	6/13/2006	200800033	17764	3/29/2013
Eurasian Patent Organization	Published	6/13/2006	201201265		
Eurasian Patent Organization	Granted	6/13/2006	200800033	17764	3/29/2013
India	Pending	6/13/2006	9661/DELNP/2007		
Kazakhstan	Granted	6/13/2006	200800033	17764	3/29/2013
Kyrgyz Republic	Granted	6/13/2006	200800033	17764	3/29/2013
Moldova	Granted	6/13/2006	200800033	17764	3/29/2013
South Africa	Granted	6/13/2006	2008/00297	2008/00297	4/28/2010
Tajikistan	Granted	6/13/2006	200800033	17764	3/29/2013
Turkmenistan	Granted	6/13/2006	200800033	17764	3/29/2013

TAF Patents

(249) Title: PRODRUGS OF PHOSPHONATE NUCLEOTIDE ANALOGUES AND METHODS FOR SELECTING AND MAKING SAME

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Granted	1200300003	7/20/2001	12393	12/29/2003
African Regional Industrial Property Organization	Granted	2003/002724	7/20/2001	AP 1466	9/22/2005
Anguilla	Granted	AI/A/2015/00173	7/20/2001	AI/A/2015/00173	11/2/2015
Congo, Democratic Republic of	Granted	NP/002/EXT/2016	7/20/2001	2016/4386	11/11/2016
Ethiopia	Granted	ET/PI/15/184	7/20/2001	135	5/25/2016
Eurasian Patent Organization	Granted	200300188	7/20/2001	4926	10/28/2004
Falkland Islands (Malvinas)	Granted		7/20/2001	15365	8/25/2015
Fiji	Published	1214	7/20/2001		
Grenada	Granted	7 of 2015	7/20/2001	7 of 2015	10/6/2015
Guyana	Published	1641	7/20/2001		
Haiti	Pending		7/20/2001		
India	Granted	9/MUMNP/2003	7/20/2001	208435	7/27/2007
India	Granted	00529/MUMNP/2006	7/20/2001	241597	7/14/2010
Indonesia	Granted	W-00200602129	7/20/2001	IDP0022897	2/20/2009
Indonesia	Granted	W-00200804005	7/20/2001	IDP000040148	2/15/2016
Indonesia	Granted	W00200300261	7/20/2001	IDP0022911	2/20/2009
Jamaica	Pending	18/1/5695	7/20/2001		
Kiribati	Granted	14/15	7/20/2001	14/15	10/7/2015

Montserrat	Granted 1961695.2	7/20/2001 1301519	9/23/2015
Nepal	Pending 669	7/20/2001	
Seychelles	Granted 1301519	7/20/2001 1301519	5/25/2016
Sierra Leone	Pending EP1301519	7/20/2001	
Solomon Islands	Granted J37/371	7/20/2001 J37/371	3/3/2016
South Africa	Granted 2002/10271	7/20/2001 2002/10271	12/31/2003
Turks and Caicos Islands	Pending 10213	7/20/2001	
Tuvalu	Granted	2/25/2015 TVP1301519	1/6/2016
Vietnam	Granted 1-2002-01193	7/20/2001 8475	5/24/2010
Virgin Islands (British)	Granted 414/5/2015	7/20/2001 414/5/2015	12/1/2015

(872) Title: TENOFOVIR ALAFENAMIDE HEMIFUMARATE

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Granted	1201400057	8/15/2012	17070	6/29/2015
African Regional Industrial Property Organization	Granted	AP/P/2014/007437	8/15/2012	3639	3/31/2016
Bahamas	Granted	2441	8/15/2012	2441	6/19/2014
Bolivia	Pending	SP-0277-2012	8/15/2012		
Ecuador	Pending	SP-14-13206-PCT	8/15/2012		
El Salvador	Pending	E-4659-2014	8/15/2012		
Eurasian Patent Organization	Published	201490208	8/15/2012		
India	Pending	1012/DELNP/2014	8/15/2012		
Indonesia	Published	P00201400805	8/15/2012		
Moldova	Pending	A20140011	8/15/2012		
Pakistan	Pending	539/2012	8/15/2012		
Philippines	Granted	1-2014-500349	8/15/2012	1-2014-500349	2/29/2016
South Africa	Allowed	2014/00582	8/15/2012		
Thailand	Pending	1401000784	8/15/2012		
Vietnam	Pending	1-2014-00440	8/15/2012		

(877) Title: METHODS FOR PREPARING ANTI-VIRAL NUCLEOTIDE ANALOGS

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Bahamas	Granted	2455	10/3/2012	2455	6/24/2014
Bolivia	Granted	SP-0352-2012	10/3/2012	6385-B	11/26/2014
Ecuador	Published	IEPI-2014-74	10/3/2012		

El Salvador	Published	E-4696/2014	10/3/2012
Eurasian Patent Organization	Allowed	201490753	10/3/2012
India	Published	2953/DELNP/2014	10/3/2012
Pakistan	Pending	671/2012	10/3/2012

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(JF-0136) Title: COMPOUND AND METHOD OF USE

Country	Status	Application No.	Filing Date	Patent No.	
Bolivia	Pending	SP-230265	11/18/2003		
India	Granted	01316/CHENP/2004	11/20/2003	245833	2/3/2011
Indonesia	Granted	WO00200401542	11/20/2003	P0023507	6/1/2009
Nigeria	Granted	424/2003	11/19/2003	RP.15779	10/20/2004
Philippines	Granted	1-2004-500895	11/20/2003	1-2004-500895	8/20/2008
South Africa	Granted	2004/4537	11/20/2003	2004/4537	8/31/2005
Thailand	Pending	301004379	11/20/2003		
Vietnam	Granted	1-2004-00605	11/20/2003	1-0011884	10/7/2013

(JF-0179) Title: CRYSTALLINE FORM

Country	Status	Application No.	Filing Date	Patent No.	
Bolivia	Pending	SP-250121	5/19/2005		
India	Pending	357/CHENP/2010	5/19/2005		
Philippines	Granted	1-2006-502297	5/19/2005	1-2006-502297	11/19/2010
South Africa	Granted	2006/10647	5/19/2005	2006/10647	6/25/2008
Thailand	Pending	100718	5/19/2005		

(JF-0193) Title: MANUFACTURING PROCESS: ROUTE D AND F

Country	Status	Application No.:	Filing Date	Patent No.	Issue Date
India	Granted	5344/CHENP/2008	3/6/2007	258895	2/13/2014
India	Pending	532/CHENP/2014	3/6/2007		

(JF-0192) Title: MANUFACTURING PROCESS: ROUTE C AND E

Country	Status	Application No.	Filing Date	Patent No:	Issue Date
African Regional Industrial Property Organization	Granted	AP/P/2008/004621	3/6/2007	2914	5/5/2014
Eurasian Patent Organization	Granted	200870321	3/6/2007	17861	3/29/2013

Indonesia	Pending	W00200802860	3/6/2007	IDP0032077	10/22/2012
India	Granted	5341/CHENP/2008	3/6/2007	258747	2/4/2014
India	Pending	613/CHENP/2014	3/6/2007		
African Intellectual Property Organization (OAPI)	Granted	1200800317	3/6/2007	14280	3/31/2009
Vietnam	Granted	1-2008-02431	3/6/2007	14450	8/17/2015
South Africa	Granted	2008/07547	3/6/2007	2008/07547	11/25/2009

(718) Title: METHODS OF IMPROVING THE PHARMACOKINETICS OF HIV INTEGRASE INHIBITORS

Country	Status	Application No.	Filing Date	Patent No.	
Armenia	Granted	200801619	12/29/2006	18544	8/30/2013
African Regional Industrial Property Organization	Granted	AP/P/2008/004522	12/29/2006	AP2702	7/31/2013
Eurasian Patent Organization	Granted	200801619	12/29/2006	18544	8/30/2013
Eurasian Patent Organization	Published	201201496	12/29/2006		
Indonesia	Pending	W00201102461	12/29/2006		
Indonesia	Published	W00 2008 02128	12/29/2006		
India	Pending	6748/DELNP/2015	12/29/2006		
India	Pending	5576/DELNP/2008	12/29/2006		
Kyrgyz Republic	Granted	200801619	12/29/2006	18544	8/30/2013
Moldova	Granted	200801619	12/29/2006	18544	8/30/2013
African Intellectual Property Organization (OAPI)	Granted	1200800239	12/29/2006	14320	6/30/2009
Tajikistan	Granted	200801619	12/29/2006	18544	8/30/2013
Turkmenistan	Granted	200801619	12/29/2006	18544	8/30/2013
Vietnam	Pending	1-2008-01921	12/29/2006		
South Africa	Granted	2008/06222	12/29/2006	2008/06222	3/25/2009

(720) Title: PROCESS AND INTERMEDIATES FOR PREPARING INTEGRASE INHIBITORS

Country	Status	Application No.	Filing Date	Patent Number	Issue Date
Armenia	Granted	200900441	9/11/2007	22099	11/30/2015
African Regional Industrial Property Organization	Granted	AP/P/2009/004831	9/11/2007	AP3004	10/16/2014
Eurasian Patent Organization	Granted	200900441	9/11/2007	22099	11/30/2015
Indonesia	Published	W00200900634	9/11/2007		
Kyrgyz Republic	Granted	200900441	9/11/2007	22099	11/30/2015
Kazakhstan	Granted	200900441	9/11/2007	22099	11/30/2015

Moldova	Granted	200900441	9/11/2007 22099	11/30/2015
African Intellectual Property Organization (OAPI)	Granted	1200900070	9/11/2007 14458	9/30/2009
Thailand	Published	701004583	9/11/2007	
Tajikistan	Granted	200900441	9/11/2007 22099	11/30/2015
Turkmenistan	Granted	200900441	9/11/2007 22099	11/30/2015
Vietnam	Granted	1-2009-00636	9/11/2007 11932	10/22/2013
Vietnam	Granted	1-2012-01354	9/11/2007 14698	10/20/2015
South Africa	Granted	2009/01576	9/11/2007 2009/01576	2/24/2010

(746) Title: PROCESS AND INTERMEDIATES FOR PREPARING INTEGRASE INHIBITORS

Country	Status	Application No	Filing Date	Patent Number	Issue Date
African Regional Industrial Property Organization	Granted	AP/P/2010/005187	9/11/2008	AP 2785	10/31/2013
Eurasian Patent Organization	Granted	201070256	9/11/2008	19431	3/31/2014
Ecuador	Inactive	SP-10-10081	9/11/2008		
Indonesia	Published	W00201000759	9/11/2008		
India	Pending	1615/DELNP/2010	9/11/2008		
African Intellectual Property Organization (OAPI)	Granted	1201000093	9/11/2008	15058	
Thailand	Published	801004676	9/11/2008		
Vietnam	Granted	1-2010-00483	9/11/2008	10866	11/20/2012
South Africa	Granted	2010/02066	9/11/2008	2010/02066	12/29/2010

(903) Title: PROCESS AND INTERMEDIATES FOR PREPARING INTEGRASE INHIBITORS

Country	Status	Application No.	Filing DatePatent No.
Eurasian Patent Organization	Allowed	201590018	8/1/2013
India	Pending	1688/DELNP/2015	8/1/2013

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(692) Title: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1200800450	9/30/2009	14409
African Regional Industrial Property Organization	Granted	AP/P/2008/004720	9/30/2014	AP2985

Anguilla	Granted	AI/A/2015/00172	11/2/2015	AI/A/2015/00172
Armenia	Granted	200900155	11/28/2014	20489
Congo, Democratic Republic of	Pending	NP/004/EXT/2016		
Ethiopia	Granted	ET/PI/15/185	5/25/2016	134
Eurasian Patent Organization	Allowed	201270738		
Eurasian Patent Organization	Granted	200900155	11/28/2014	20489
Fiji	Published	1217		
Guyana	Published	1642		
Haiti	Pending			
India	Pending	10487/DELNP/2008		
Indonesia	Granted	W00200900061	8/12/2016	IDP00042227
Jamaica	Pending	18/1/5696		
Kazakhstan	Granted	200900155	11/28/2014	20489
Kiribati	Granted	13/15	10/7/2015	13/15
Kyrgyz Republic	Granted	200900155	11/28/2014	20489
Moldova	Granted	200900155	11/28/2014	20489
Montserrat	Granted		9/23/2015	3 of 2015
Nauru	Pending			
Nepal	Pending	894		
Seychelles	Granted	2049506	5/25/2016	2049506
Sierra Leone	Pending	EP2049506		
Solomon Islands	Granted	J37/370	2/10/2016	J37/370
South Africa	Pending	2008/10399		
Tajikistan	Granted	200900155	11/28/2014	20489
Thailand	Published	701003404		
Turkmenistan	Granted	200900155	11/28/2014	20489
Turks and Caicos Islands	Pending	10214		
Tuvalu	Granted		11/7/2015	TVP2049506
Vanuatu	Unfiled			
Vietnam	Pending	1-2009-00240		
Vietnam	Pending	1-2012-02702		
Virgin Islands (British)	Granted	415/6/2015	12/1/2015	415/6/2015

(719) Title: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1200900273	6/30/2010	14749
African Regional Industrial Property Organization	Granted	AP/P/2009/004964	9/16/2014	AP2986
African Regional Industrial Property	Granted	AP/P/2013/007042	11/30/2016	AP3915

Organization		
Armenia	Granted 200901155	7/30/2014 19893
Eurasian Patent Organization	Granted 200901155	7/30/2014 19893
Fiji	Granted	
Indonesia	Granted W00200902299	3/18/2015 IDP000038076
Kazakhstan	Granted 200901155	7/30/2014 19893
Kyrgyz Republic	Granted 200901155	7/30/2014 19893
Moldova	Granted 200901155	7/30/2014 19893
South Africa	Pending 2009/05882	
South Africa	Unfiled	
Tajikistan	Granted 200901155	7/30/2014 19893
Thailand	Pending 801000867	
Turkmenistan	Granted 200901155	7/30/2014 19893
Vietnam	Pending 1-2009-01990	
Vietnam	Pending 1-2012-02696	

(757) Title: THE USE OF SOLID CARRIER PARTICLES TO IMPROVE THE PROCESSABILITY OF A PHARMACEUTICAL AGENT

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201000364	9/28/2012	15589
African Regional Industrial Property Organization	Granted	AP/P/2010/005429	1/30/2015	3209
Armenia	Granted	201071173	3/31/2016	22950
Belarus	Granted	201071173	3/31/2016	22950
Ecuador	Pending	SP-10-10636		
Eurasian Patent Organization	Published	201591353		
Eurasian Patent Organization	Granted	201071173	3/31/2016	22950
India	Pending	7565/DELNP/2010		
Indonesia	Published	W00201004105		
Kazakhstan	Granted	201071173	3/31/2016	22950
Kyrgyz Republic	Granted	201071173	3/31/2016	22950
Moldova	Granted	201071173	3/31/2016	22950
South Africa	Granted	2010/08007	10/26/2011	2010/08007
Tajikistan	Granted	201071173	3/31/2016	22950
Turkmenistan	Granted	201071173	3/31/2016	22950
Vietnam	Pending	1-2010-02929		

(775) Title: METHOD OF PREPARING AN INHIBITOR OF CYTOCHROME P450 MONOOXYGENASE, AND INTERMEDIATES INVOLVED

Country	Status	Application No.	Filing Date	Patent No.
African Regional Industrial Property Organization	Granted	AP/P/2011/005864		
African Intellectual Property Organization (OAPI)	Granted	1201100311.00	4/1/2010	15801
Bolivia	Published	SP-0082-2010	4/1/2010	
Eurasian Patent Organization	Granted	201190179.00	4/1/2010	22739
Eurasian Patent Organization	Published	201590979.00	4/1/2010	
Ecuador	Pending	SP-11-11391	4/1/2010	
Indonesia	Granted	W00201103554	4/1/2010	IDP000041448
India	Pending	7323/DELNP/2011	4/1/2010	
Pakistan	Pending	262/2010	3/31/2010	
Thailand	Published	1101002473.00	4/1/2010	
Vietnam	Pending	1-2011-02324	4/1/2010	
South Africa	Granted	2011/07430	4/1/2010	2011/07430

(783) Title: TABLETS FOR COMBINATION THERAPY

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Pending	1201100281		
African Regional Industrial Property Organization	Granted	AP/P/2011/05857	5/6/2015	AP3250
Armenia	Granted	201190125	5/29/2015	21313
Azerbaijan	Granted	201190125	5/29/2015	21313
Bolivia	Pending	SP-00292010		
Ecuador	Pending	SP-11-11307		
Eurasian Patent Organization	Published	201491658		
Eurasian Patent Organization	Granted	201190125	5/29/2015	21313
India	Pending	5823/DELNP/2011		
Indonesia	Granted	W00201103098	3/30/2016	IDP000040606
Kazakhstan	Granted	201190125	5/29/2015	21313
Kyrgyz Republic	Granted	201190125	5/29/2015	21313
Moldova	Granted	201190125	5/29/2015	21313
Pakistan	Allowed	94/2010		
Singapore	Published	2014007744		
South Africa	Granted	2011/06154	5/28/2014	2011/06154
Tajikistan	Granted	201190125	5/29/2015	21313

Thailand	Published 1101001423		
Turkmenistan	Granted 201190125	5/29/2015	21313
Vietnam	Pending 1-2011-02035		

(895) Title: METHODS AND INTERMEDIATES FOR PREPARING PHARMACEUTICAL AGENTS

Country	Status	Application No.	Filing Date	Patent No.
India	Abandoned	6192/DELNP/2014		

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(1007) TITLE: POLYCYCLIC-CARBAMOYLPYRIDONE COMPOUNDS AND THEIR PHARMACEUTICAL USE

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Pending	1201500240	12/19/2013		
African Regional Industrial Property Organization	Pending	AP/P/2015/008510	12/19/2013		
Anguilla	Pending	AI/A/2016/00180	12/19/2013		
Bahamas	Pending	2551	12/19/2013		
Bolivia	Published	SP-00412-2013	12/20/2013		
Congo, Democratic Republic of	Pending		12/19/2013		
Ecuador	Published	IEPI-2015-31224	12/19/2013		
El Salvador	Published	E-5002-2015	12/19/2013		
Ethiopia	Pending	ET/PI/16/204	12/19/2013		
Eurasian Patent Organization	Published	201591027	12/19/2013		
Fiji	Published	1229	12/19/2013		
Grenada	Granted		12/19/2013		7/19/2016
Guyana	Pending	1656	12/19/2013		
Haiti	Pending		12/19/2013		
India	Pending	5535/DELNP/2015	12/19/2013		
Indonesia	Allowed	P00201503852	12/19/2013		
Indonesia	Pending	P00201607128	12/19/2013		
Jamaica	Pending	18/1/5740	12/19/2013		
Kiribati	Granted		12/19/2013		9/20/2016
Moldova	Pending	a20150064	12/19/2013		
Montserrat	Granted		12/19/2013	4 OF 2016	5/27/2016

Nepal	Pending	4	12/19/2013		
Pakistan	Pending	908/2013	12/20/2013		
Philippines	Published	1-2015-501445	12/19/2013		
Philippines	Pending	1-2016-500389	12/19/2013		
Seychelles	Pending	2822954	12/19/2013		
Sierra Leone	Pending		12/19/2013		
Solomon Islands	Granted		12/19/2013	J37/379	8/5/2016
South Africa	Pending	2015/04914	12/19/2013		
South Africa	Pending	2015/07997	12/19/2013		
South Korea	Pending	10-2015-7019194	12/19/2013		
Thailand	Pending	1501003563	12/19/2013		
Turks and Caicos Islands	Granted	10226	12/19/2013	10226	9/7/2016
Tuvalu	Granted	TVP2822954	12/19/2013	TVP2822954	8/15/2016
Vietnam	Granted	1-2015-02321	12/19/2013	15503	5/16/2016
Vietnam	Pending	1-2015-04199	12/19/2013		
Virgin Islands (British)	Granted	EP2822954	12/19/2013	427/5/2016	9/21/2016

(1091) Title: SODIUM (2R,5S,13AR)-7,9-DIOXO-10-((2,4,6- TRIFLUOROBENZYL)CARBAMOYL)-2,3,4,5,7,9,13,13A-OCTAHYDRO-2,5-METHANOPYRIDO[1',2':4,5]PYRAZINO[2,1-B]OXAZEPIN-8-OLATE

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Regional Industrial Property Organization	Pending	AP/P/2016/009591	6/19/2015		
African Intellectual Property Organization (OAPI)	Pending	1201600454	6/19/2015		
Bolivia	Published	SP 126-2015	6/19/2015		
Bahamas	Allowed	2701	6/18/2015		
Cuba	Pending	2016-0187	6/19/2015		
Dominican Republic	Published	P2016-0327	6/19/2015		
Eurasian Patent Organization	Pending	201692414	6/19/2015		
Ecuador	Published	IEPI-2016-95566	6/19/2015		
El Salvador	Pending	2016005339	6/19/2015		
Guatemala	Pending	A2016-000262	6/19/2015		
Indonesia	Unfiled				
India	Pending	201617042937.00	6/19/2015		
Nigeria	Pending	NG/PT/C/2016/2106	6/19/2015		
Philippines	Pending				
Pakistan	Pending	382/2015	6/18/2015		
Thailand	Pending				
Trinidad and Tobago	Pending	TT/A/2016/00132	6/19/2015		

Vietnam	Pending		
South Africa	Pending	2016/08744	6/19/2015

(1147) Title: THERAPEUTIC COMPOSITIONS FOR TREATMENT OF HUMAN IMMUNODEFICIENCY VIRUS

Country	Status	Application No.	Filing DatePatent No.Issue Date
Bangladesh	Pending	272/2016	11/2/2016
Bolivia	Pending	SP-0260-2016	11/9/2016
Bahamas	Pending		11/8/2016
Pakistan	Pending	696/2016	11/9/2016
Patent Cooperation Treaty	Entered NP	US2016/060989	11/8/2016

(1062) Title: SYNTHESIS OF POLYCYCLIC-CARBAMOYLPYRIDONE COMPOUNDS

Country	Status	Application No.	FilingPatentIssue DateNo.Date
Bahamas	Allowed	2702	6/18/2015
Eurasian Patent Organization	Pending	201692412	6/16/2015
India	Pending	201717000457.00	6/16/2015
Patent Cooperation Treaty	Entered NP	US2015/036017	6/16/2015

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(221) Title:NUCLEOTIDE ANALOGS

Country	Status	Filing Date	Application No.Patent No.Issue Date
India	Pending	7/25/1997	2076/DEL/1997

(230) Title: NUCLEOTIDE ANALOG COMPOSITION AND SYNTHESIS METHOD

Country	Status	Filing Date	Application No.Patent No.Issue Date		
India	Pending	7/24/1998	896/DEL/2002		
India	Pending	7/24/1998	963/DEL/2002		
India	Pending	7/24/1998	1362/DEL/2004		
India	Granted	7/24/1998	2174/DEL/1998	190780	3/15/2004
Indonesia	Granted	7/23/1998	W-991548	7658	4/11/2002

(692) Title: DIAMINOALKANE COMPOUNDS (VARIANTS) AND A METHOD OF PREPARING THEREOF (VARIANTS), A PHARMACEUTICAL COMPOSITION AND A THERAPEUTIC

AGENT FOR INHIBITING CYTOCHROME-P450-MONOOXYGENASE, METHODS FOR TREATING AN HIV INFECTION AND VIRAL HEPATITS C, A METHOD OF MOD

Country	Status	Application No.	Filing Date	Patent No.Issue Date
African Intellectual Property Organization (OAPI)	Granted	1200800450	9/30/2009	14409
African Regional Industrial Property Organization	Granted	AP/P/2008/004720	9/30/2014	AP2985
Anguilla	Granted	AI/A/2015/00172	11/2/2015	AI/A/2015/00172
Armenia	Granted	200900155	11/28/2014	20489
Congo, Democratic Republic of	Pending	NP/004/EXT/2016		
Ethiopia	Granted	ET/PI/15/185	5/25/2016	134
Eurasian Patent Organization	Allowed	201270738		
Eurasian Patent Organization	Granted	200900155	11/28/2014	20489
Fiji	Published	1217		
Guyana	Published	1642		
Haiti	Pending			
India	Pending	10487/DELNP/2008		
Indonesia	Granted	W00200900061	8/12/2016	IDP00042227
Jamaica	Pending	18/1/5696		
Kazakhstan	Unfiled			
Kazakhstan	Granted	200900155	11/28/2014	20489
Kiribati	Granted	13/15	10/7/2015	13/15
Kyrgyz Republic	Granted	200900155	11/28/2014	20489
Moldova	Granted	200900155	11/28/2014	20489
Montserrat	Granted		9/23/2015	3 of 2015
Nauru	Pending			
Nepal	Pending	894		
Seychelles	Granted	2049506	5/25/2016	2049506
Sierra Leone	Pending	EP2049506		
Solomon Islands	Granted	J37/370	2/10/2016	J37/370
South Africa	Pending	2008/10399		
Tajikistan	Granted	200900155	11/28/2014	20489
Thailand	Published	701003404		
Turkmenistan	Granted	200900155	11/28/2014	20489
Turks and Caicos Islands	Pending	10214		
Tuvalu	Granted		11/7/2015	TVP2049506
Vietnam	Pending	1-2009-00240		

Vietnam	Pending 1-2012-02702			
Virgin Islands (British)	Granted 415/6/2015	12/1/2015	415/6/2015	

(719) Title: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1200900273	6/30/2010	14749
African Regional Industrial Property Organization	Granted	AP/P/2009/004964	9/16/2014	AP2986
African Regional Industrial Property Organization	Granted	AP/P/2013/007042	11/30/2016	AP3915
Armenia	Granted	200901155	7/30/2014	19893
Eurasian Patent Organization	Granted	200901155	7/30/2014	19893
Fiji	Granted			
Indonesia	Granted	W00200902299	3/18/2015	IDP000038076
Kazakhstan	Granted	200901155	7/30/2014	19893
Kyrgyz Republic	Granted	200901155	7/30/2014	19893
Moldova	Granted	200901155	7/30/2014	19893
South Africa	Pending	2009/05882		
South Africa	Unfiled			
Tajikistan	Granted	200901155	7/30/2014	19893
Thailand	Pending	801000867		
Turkmenistan	Granted	200901155	7/30/2014	19893
Vietnam	Pending	1-2009-01990		
Vietnam	Pending	1-2012-02696		

(757) Title: THE USE OF SOLID CARRIER PARTICLES TO IMPROVE THE PROCESSABILITY OF A PHARMACEUTICAL AGENT

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201000364	9/28/2012	15589
African Regional Industrial Property Organization	Granted	AP/P/2010/005429	1/30/2015	3209
Armenia	Granted	201071173	3/31/2016	22950
Belarus	Granted	201071173	3/31/2016	22950
Ecuador	Pending	SP-10-10636		
Eurasian Patent Organization	Published	201591353		
Eurasian Patent Organization	Granted	201071173	3/31/2016	22950
India	Pending	7565/DELNP/2010		

Indonesia	Published	W00201004105		
Kazakhstan	Granted	201071173	3/31/2016	22950
Kyrgyz Republic	Granted	201071173	3/31/2016	22950
Moldova	Granted	201071173	3/31/2016	22950
South Africa	Granted	2010/08007	10/26/2011	2010/08007
Tajikistan	Granted	201071173	3/31/2016	22950
Turkmenistan	Granted	201071173	3/31/2016	22950
Vietnam	Pending	1-2010-02929		

(775) Title: METHOD OF PREPARING AN INHIBITOR OF CYTOCHROME P450 MONOOXYGENASE, AND INTERMEDIATES INVOLVED

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201100311.00	4/1/2010	15801
Bolivia	Abandoned	11-114.749	4/1/2010	
Eurasian Patent Organization	Granted	201190179.00	4/1/2010	22739
Eurasian Patent Organization	Published	201590979.00	4/1/2010	
Ecuador	Pending	SP-11-11391	4/1/2010	
Indonesia	Granted	W00201103554	4/1/2010	IDP000041448
India	Pending	7323/DELNP/2011	4/1/2010	
Pakistan	Pending	262/2010	3/31/2010	
Thailand	Published	1101002473.00	4/1/2010	
Vietnam	Pending	1-2011-02324	4/1/2010	
South Africa	Granted	2011/07430	4/1/2010	2011/07430

(895) Title: METHODS AND INTERMEDIATES FOR PREPARING PHARMACEUTICAL AGENTS

Country	Status	Application No.Filing DatePatent No.
India	Abandoned	6192/DELNP/2014

(EMU-108) Title: Antiviral Activity and Resolution of 2-Hydroxymethyl-5-(5-Fluorocytosin-1-yl)- 1,3-Oxathiolane

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Philippines	Granted	1-1992-43955	2/20/92	1-1992-43955	2/20/09
Philippines	Granted	55191	12/27/96	1-1996-55191	3/9/07
Philippines	Granted	55192	2/20/92	55192	12/19/08
Philippines	Granted	55193	2/20/92	55193	12/19/08
Philippines	Granted	55194	2/20/92	55194	12/19/08

(EMU-4000) Title: 1,3-Oxathiolane Nucleoside Analogues

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Botswana	Granted	BW/A/1998/00163	4/27/98	BW/P/2002/00042	5/22/03
Domincan Republic	Granted	1793970004607.00	7/10/97	370	7/10/17
Honduras	Granted	PICA97118	8/18/97	3775	4/25/00
Jamaica	Granted	697267	7/8/97	3615	5/25/05
Nicaragua	Granted	97.0096	12/5/97	1134RPI	5/17/99

(783) Title: TABLETS FOR COMBINATION THERAPY

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Pending	1201100281		
African Regional Industrial Property Organization	Granted	AP/P/2011/05857	5/6/2015	AP3250
Armenia	Granted	201190125	5/29/2015	21313
Azerbaijan	Granted	201190125	5/29/2015	21313
Bolivia	Pending	SP-00292010		
Ecuador	Pending	SP-11-11307		
Eurasian Patent Organization	Published	201491658		
Eurasian Patent Organization	Granted	201190125	5/29/2015	21313
India	Pending	5823/DELNP/2011		
Indonesia	Granted	W00201103098	3/30/2016	IDP000040606
Kazakhstan	Granted	201190125	5/29/2015	21313
Kyrgyz Republic	Granted	201190125	5/29/2015	21313
Moldova	Granted	201190125	5/29/2015	21313
Pakistan	Allowed	94/2010		
Singapore	Published	2014007744		
South Africa	Granted	2011/06154	5/28/2014	2011/06154
Tajikistan	Granted	201190125	5/29/2015	21313
Thailand	Published	1101001423		
Turkmenistan	Granted	201190125	5/29/2015	21313
Vietnam	Pending	1-2011-02035		

TAF-Quad Patents

(249) Title: PRODRUGS OF PHOSPHONATE NUCLEOTIDE ANALOGUES AND METHODS FOR SELECTING AND MAKING SAME

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Granted	1200300003	7/20/2001	12393	12/29/2003
African Regional Industrial Property Organization	Granted	2003/002724	7/20/2001	AP 1466	9/22/2005
Anguilla	Granted	AI/A/2015/00173	7/20/2001	AI/A/2015/00173	11/2/2015
Congo, Democratic Republic of	Granted	NP/002/EXT/2016	7/20/2001	2016/4386	11/11/2016
Ethiopia	Granted	ET/PI/15/184	7/20/2001	135	5/25/2016
Eurasian Patent Organization	Granted	200300188	7/20/2001	4926	10/28/2004
Falkland Islands (Malvinas)	Granted		7/20/2001	15365	8/25/2015
Fiji	Published	1214	7/20/2001		
Grenada	Granted	7 of 2015	7/20/2001	7 of 2015	10/6/2015
Guyana	Published	1641	7/20/2001		
Haiti	Pending		7/20/2001		
India	Granted	9/MUMNP/2003	7/20/2001	208435	7/27/2007
India	Granted	00529/MUMNP/2006	7/20/2001	241597	7/14/2010
Indonesia	Granted	W-00200602129	7/20/2001	IDP0022897	2/20/2009
Indonesia	Granted	W-00200804005	7/20/2001	IDP000040148	2/15/2016
Indonesia	Granted	W00200300261	7/20/2001	IDP0022911	2/20/2009
Jamaica	Pending	18/1/5695	7/20/2001		
Kiribati	Granted	14/15	7/20/2001	14/15	10/7/2015
Montserrat	Granted	1961695.2	7/20/2001	1301519	9/23/2015
Nepal	Pending	669	7/20/2001		
Seychelles	Granted	1301519	7/20/2001	1301519	5/25/2016
Sierra Leone	Pending	EP1301519	7/20/2001		
Solomon Islands	Granted	J37/371	7/20/2001	J37/371	3/3/2016
South Africa	Granted	2002/10271	7/20/2001	2002/10271	12/31/2003
Turks and Caicos Islands	Pending	10213	7/20/2001		
Tuvalu	Granted		2/25/2015	TVP1301519	1/6/2016
Vietnam	Granted	1-2002-01193	7/20/2001	8475	5/24/2010
Virgin Islands (British)	Granted	414/5/2015	7/20/2001	414/5/2015	12/1/2015

(872) Title: TENOFOVIR ALAFENAMIDE HEMIFUMARATE

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property	Granted	1201400057	8/15/2012	17070	6/29/2015

Organization (OAPI)					
African Regional Industrial Property Organization	Granted	AP/P/2014/007437	8/15/2012	3639	3/31/2016
Bahamas	Granted	2441	8/15/2012	2441	6/19/2014
Bolivia	Pending	SP-0277-2012	8/15/2012		
Ecuador	Pending	SP-14-13206-PCT	8/15/2012		
El Salvador	Pending	E-4659-2014	8/15/2012		
Eurasian Patent Organization	Published	201490208	8/15/2012		
India	Pending	1012/DELNP/2014	8/15/2012		
Indonesia	Published	P00201400805	8/15/2012		
Moldova	Pending	A20140011	8/15/2012		
Pakistan	Pending	539/2012	8/15/2012		
Philippines	Granted	1-2014-500349	8/15/2012	1-2014-500349	2/29/2016
South Africa	Allowed	2014/00582	8/15/2012		
Thailand	Pending	1401000784	8/15/2012		
Vietnam	Pending	1-2014-00440	8/15/2012		

(877) Title: METHODS FOR PREPARING ANTI-VIRAL NUCLEOTIDE ANALOGS

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Bahamas	Granted	2455	10/3/2012	2455	6/24/2014
Bolivia	Granted	SP-0352-2012	10/3/2012	6385-B	11/26/2014
Ecuador	Published	IEPI-2014-74	10/3/2012		
El Salvador	Published	E-4696/2014	10/3/2012		
Eurasian Patent Organization	Allowed	201490753	10/3/2012		
India	Published	2953/DELNP/2014	10/3/2012		
Pakistan	Pending	671/2012	10/3/2012		

(692) Title: DIAMINOALKANE COMPOUNDS (VARIANTS) AND A METHOD OF PREPARING THEREOF (VARIANTS), A PHARMACEUTICAL COMPOSITION AND A THERAPEUTIC AGENT FOR INHIBITING CYTOCHROME-P450-MONOOXYGENASE, METHODS FOR TREATING AN HIV INFECTION AND VIRAL HEPATITS C, A METHOD OF MOD

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Granted	1200800450	9/30/2009	14409	
African Regional Industrial Property Organization	Granted	AP/P/2008/004720	9/30/2014	AP2985	

Anguilla	Granted	AI/A/2015/00172	11/2/2015	AI/A/2015/00172
Armenia	Granted	200900155	11/28/2014	20489
Congo, Democratic Republic of	Pending	NP/004/EXT/2016		
Ethiopia	Granted	ET/PI/15/185	5/25/2016	134
Eurasian Patent Organization	Allowed	201270738		
Eurasian Patent Organization	Granted	200900155	11/28/2014	20489
Fiji	Published	1217		
Guyana	Published	1642		
Haiti	Pending			
India	Pending	10487/DELNP/2008		
Indonesia	Granted	W00200900061	8/12/2016	IDP00042227
Jamaica	Pending	18/1/5696		
Kazakhstan	Unfiled			
Kazakhstan	Granted	200900155	11/28/2014	20489
Kiribati	Granted	13/15	10/7/2015	13/15
Kyrgyz Republic	Granted	200900155	11/28/2014	20489
Moldova	Granted	200900155	11/28/2014	20489
Montserrat	Granted		9/23/2015	3 of 2015
Nauru	Pending			
Nepal	Pending	894		
Seychelles	Granted	2049506	5/25/2016	2049506
Sierra Leone	Pending	EP2049506		
Solomon Islands	Granted	J37/370	2/10/2016	J37/370
South Africa	Pending	2008/10399		
Tajikistan	Granted	200900155	11/28/2014	20489
Thailand	Published	701003404		
Turkmenistan	Granted	200900155	11/28/2014	20489
Turks and Caicos Islands	Pending	10214		
Tuvalu	Granted		11/7/2015	TVP2049506
Vietnam	Pending	1-2009-00240		
Vietnam	Pending	1-2012-02702		
Virgin Islands (British)	Granted	415/6/2015	12/1/2015	415/6/2015

(719) Title: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property	Granted	1200900273	6/30/2010	14749

Organization (OAPI)				
African Regional Industrial Property Organization	Granted	AP/P/2009/004964	9/16/2014	AP2986
African Regional Industrial Property Organization	Granted	AP/P/2013/007042	11/30/2016	AP3915
Armenia	Granted	200901155	7/30/2014	19893
Eurasian Patent Organization	Granted	200901155	7/30/2014	19893
Fiji	Granted			
Indonesia	Granted	W00200902299	3/18/2015	IDP000038076
Kazakhstan	Granted	200901155	7/30/2014	19893
Kyrgyz Republic	Granted	200901155	7/30/2014	19893
Moldova	Granted	200901155	7/30/2014	19893
South Africa	Pending	2009/05882		
South Africa	Unfiled			
Tajikistan	Granted	200901155	7/30/2014	19893
Thailand	Pending	801000867		
Turkmenistan	Granted	200901155	7/30/2014	19893
Vietnam	Pending	1-2009-01990		
Vietnam	Pending	1-2012-02696		

(757) Title: THE USE OF SOLID CARRIER PARTICLES TO IMPROVE THE PROCESSABILITY OF A PHARMACEUTICAL AGENT

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201000364	9/28/2012	15589
African Regional Industrial Property Organization	Granted	AP/P/2010/005429	1/30/2015	3209
Armenia	Granted	201071173	3/31/2016	22950
Belarus	Granted	201071173	3/31/2016	22950
Ecuador	Pending	SP-10-10636		
Eurasian Patent Organization	Published	201591353		
Eurasian Patent Organization	Granted	201071173	3/31/2016	22950
India	Pending	7565/DELNP/2010		
Indonesia	Published	W00201004105		
Kazakhstan	Granted	201071173	3/31/2016	22950
Kyrgyz Republic	Granted	201071173	3/31/2016	22950
Moldova	Granted	201071173	3/31/2016	22950
South Africa	Granted	2010/08007	10/26/2011	2010/08007
Tajikistan	Granted	201071173	3/31/2016	22950
Turkmenistan	Granted	201071173	3/31/2016	22950

Vietnam	Pending	1-2010-02929		

(775) Title: METHOD OF PREPARING AN INHIBITOR OF CYTOCHROME P450 MONOOXYGENASE, AND INTERMEDIATES INVOLVED

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201100311.00	4/1/2010	15801
Bolivia	Abandoned	11-114.749	4/1/2010	
Eurasian Patent Organization	Granted	201190179.00	4/1/2010	22739
Eurasian Patent Organization	Published	201590979.00	4/1/2010	
Ecuador	Pending	SP-11-11391	4/1/2010	
Indonesia	Granted	W00201103554	4/1/2010	IDP000041448
India	Pending	7323/DELNP/2011	4/1/2010	
Pakistan	Pending	262/2010	3/31/2010	
Thailand	Published	1101002473.00	4/1/2010	
Vietnam	Pending	1-2011-02324	4/1/2010	
South Africa	Granted	2011/07430	4/1/2010	2011/07430

(895) Title: METHODS AND INTERMEDIATES FOR PREPARING PHARMACEUTICAL AGENTS

Country	Status	Application No.	Filing Date	Patent No.
India	Abandoned	6192/DELNP/2014		

(899) Title: THERAPEUTIC COMPOUNDS

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Eurasian Patent Organization	Published	201491287	2/1/2013		
India	Pending	7100/DELNP/2014	2/1/2013		

(EMU-108) Title: Antiviral Activity and Resolution of 2-Hydroxymethyl-5-(5-Fluorocytosin-1-yl)- 1,3-Oxathiolane

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Philippines	Granted	1-1992-43955	2/20/92	1-1992-43955	2/20/09
Philippines	Granted	55191	12/27/96	1-1996-55191	3/9/07
Philippines	Granted	55192	2/20/92	55192	12/19/08
Philippines	Granted	55193	2/20/92	55193	12/19/08

Philippines	Granted	551942/20/925519	412/19/08		

(EMU-4000) Title: 1,3-Oxathiolane Nucleoside Analogues

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Botswana	Granted	BW/A/1998/00163	4/27/98	BW/P/2002/00042	5/22/03
Domincan Republic	Granted	1793970004607.00	7/10/97	370	7/10/17
Honduras	Granted	PICA97118	8/18/97	3775	4/25/00
Jamaica	Granted	697267	7/8/97	3615	5/25/05
Nicaragua	Granted	97.0096	12/5/97	1134RPI	5/17/99

For purposes of this Appendix 2, references to “PCT,“ “OAPI,” “EAPO” and “ARIPO” shall not be construed or interpreted to grant rights to Licensee in any country other than those countries expressly included within the licenses granted to Licensee in Sections 2.1 and 2.2 of this Agreement.

APPENDIX 3

Terms for Technology Transfer

Gilead will make available to Licensee the following information in accordance with Section 5.4 to fully enable Licensee to manufacture FTC, TAF, TDF, EVG, COBI, TDF Product, TAF Product, EVG Product, COBI Product and Quad Product at commercial-scale quantities and in compliance with Gilead's required quality specifications (but only to the extent not previously provided to Licensee under the Original License Agreement or other separate written agreement with Gilead and/or MPP):

1. Manufacturing process descriptions, specifications and methods;
2. Stability data;
3. Analytical method validation; and
4. Discussion of impurities.

Gilead will make available to Licensee the following information in accordance with Section 7 of the First Amendment to this Agreement, to fully enable Licensee to manufacture BIC and such FDA-approved Product containing BIC at commercial-scale quantities and in compliance with Gilead's required quality specifications:

1. Manufacturing process descriptions, specifications and methods;
2. Stability data;
3. Analytical method validation; and
4. Discussion of impurities.

APPENDIX 4
Emtricitabine Patents

(EMU-108) Title: Antiviral Activity and Resolution of 2-Hydroxymethyl-5-(5-Fluorocytosin-1-yl)- 1,3-Oxathiolane

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Philippines	Granted	1-1992-43955	2/20/92	1-1992-43955	2/20/09
Philippines	Granted	55191	12/27/96	1-1996-55191	3/9/07
Philippines	Granted	55192	2/20/92	55192	12/19/08
Philippines	Granted	55193	2/20/92	55193	12/19/08
Philippines	Granted	55194	2/20/92	55194	12/19/08

(EMU-4000) Title: 1,3-Oxathiolane Nucleoside Analogues

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Botswana	Granted	BW/A/1998/00163	4/27/98	BW/P/2002/00042	5/22/03
Dominican Republic	Granted	1793970004607.00	7/10/97	370	7/10/17
Honduras	Granted	PICA97118	8/18/97	3775	4/25/00
Jamaica	Granted	697267	7/8/97	3615	5/25/05
Nicaragua	Granted	97.0096	12/5/97	1134RPI	5/17/99

(270) Title: COMPOSITIONS AND METHODS FOR COMBINATION ANTIVIRAL THERAPY

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
Armenia	Granted	1/13/2004	200501134	15145	6/13/2011
Eurasian Patent Organization	Published	1/13/2004	201100293		
Eurasian Patent Organization	Granted	1/13/2004	200501134	15145	6/13/2011
Kazakhstan	Granted	1/13/2004	200501134	15145	6/13/2011
Kazakhstan	Pending		200501134 (PTE Application)		
Kyrgyz Republic	Granted	1/13/2004	200501134	15145	6/13/2011
Kyrgyz Republic	Granted		200501134 (PTE Application)	15145	5/31/2012
Moldova	Granted	1/13/2004	200501134	15145	6/13/2011
Tajikistan	Granted	1/13/2004	200501134	15145	6/13/2011
Turkmenistan	Granted	1/13/2004	200501134	15145	6/13/2011
Turkmenistan	Pending		200501134 (PTE Application)		

(677) Title: A PHARMACEUTICAL COMPOSITION, A METHOD OF PREPARING THEREOF, AND A METHOD OF TREATING VIRAL DISEASES USING SAID COMPOSITION

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
Armenia	Granted	6/13/2006	200800033	17764	3/29/2013
Eurasian Patent Organization	Published	6/13/2006	201201265		
Eurasian Patent Organization	Granted	6/13/2006	200800033	17764	3/29/2013
India	Pending	6/13/2006	9661/DELNP/2007		
Kazakhstan	Granted	6/13/2006	200800033	17764	3/29/2013
Kyrgyz Republic	Granted	6/13/2006	200800033	17764	3/29/2013
Moldova	Granted	6/13/2006	200800033	17764	3/29/2013
South Africa	Granted	6/13/2006	2008/00297	2008/00297	4/28/2010
Tajikistan	Granted	6/13/2006	200800033	17764	3/29/2013
Turkmenistan	Granted	6/13/2006	200800033	17764	3/29/2013

APPENDIX 5

Countries in the COBI Territory

1. Afghanistan
2. Angola
3. Anguilla
4. Antigua and Barbuda
5. Armenia
6. Aruba
7. Bahamas
8. Bangladesh
9. Barbados
10. Belarus
11. Belize
12. Benin
13. Bhutan
14. Bolivia
15. Botswana
16. British Virgin Islands
17. Burkina Faso
18. Burundi
19. Cambodia
20. Cameroon
21. Cape Verde
22. Central African Republic
23. Chad
24. Comoros
25. Congo, Rep
26. Congo, Dem. Rep. of the
27. Côte d'Ivoire
28. Cuba
29. Djibouti
30. Dominica
31. Dominican Republic
32. Ecuador
33. El Salvador
34. Equatorial Guinea
35. Eritrea
36. Ethiopia
37. Fiji Islands
38. Gabon
39. Gambia
40. Georgia
41. Ghana
42. Grenada
43. Guatemala
44. Guinea
45. Guinea-Bissau
46. Guyana
47. Haiti
48. Honduras
49. India
50. Indonesia
51. Jamaica
52. Kazakhstan
53. Kenya
54. Kiribati
55. Kyrgyzstan
56. Lao, People's Dem. Rep.
57. Lesotho
58. Liberia
59. Madagascar
60. Malawi
61. Malaysia
62. Maldives
63. Mali
64. Mauritania
65. Mauritius
66. Moldova, Rep. of
67. Mongolia
68. Montserrat
69. Mozambique
70. Myanmar
71. Namibia
72. Nauru
73. Nepal
74. Nicaragua
75. Niger
76. Nigeria
77. Pakistan
78. Palau
79. Papua NewGuinea
80. Phillipines
81. Rwanda
82. Saint Kitts and Nevis
83. Saint Lucia
84. Saint Vincent & the Grenadines
85. Samoa
86. São Tomé and Príncipe
87. Senegal
88. Seychelles
89. Sierra Leone
90. Solomon Islands
91. Somalia
92. South Africa
93. South Sudan
94. Sri Lanka
95. Sudan
96. Surinam
97. Swaziland
98. Syrian Arab Republic
99. Tajikistan
100. Tanzania, U. Rep. of
101. Thailand
102. Timor-Leste
103. Togo
104. Tonga
105. Trinidad and Tobago
106. Turkmenistan
107. Turks and Caicos
108. Tuvalu
109. Uganda
110. Ukraine
111. Uzbekistan
112. Vanuatu
113. Vietnam
114. Yemen
115. Zambia
116. Zimbabwe

APPENDIX 6

Countries in the EVG- Quad Territory

1. Afghanistan
2. Angola
3. Anguilla
4. Antigua and Barbuda
5. Armenia
6. Bahamas
7. Bangladesh
8. Barbados
9. Belize
10. Benin
11. Bhutan
12. Bolivia
13. Botswana
14. British Virgin Islands
15. Burkina Faso
16. Burundi
17. Cambodia
18. Cameroon
19. Cape Verde
20. Central African Republic
21. Chad
22. Comoros
23. Congo, Rep
24. Congo, Dem. Rep. of the
25. Côte d'Ivoire
26. Cuba
27. Djibouti
28. Dominica
29. Ecuador
30. El Salvador
31. Equatorial Guinea
32. Eritrea
33. Ethiopia
34. Fiji Islands, Rep. of the
35. Gabon
36. Gambia
37. Georgia
38. Ghana
39. Grenada
40. Guatemala
41. Guinea
42. Guinea-Bissau
43. Guyana
44. Haiti
45. Honduras
46. India
47. Indonesia
48. Jamaica
49. Kazakhstan
50. Kenya
51. Kiribati
52. Kyrgyzstan
53. Lao People's Dem. Rep.
54. Lesotho
55. Liberia
56. Madagascar
57. Malawi
58. Maldives
59. Mali
60. Mauritania
61. Mauritius
62. Moldova, Rep. of
63. Mongolia
64. Mozambique
65. Myanmar
66. Namibia
67. Nauru
68. Nepal
69. Nicaragua
70. Niger
71. Nigeria
72. Pakistan
73. Palau
74. Papua New Guinea
75. Rwanda
76. Saint Kitts and Nevis
77. Saint Lucia
78. Saint Vincent & the Grenadines
79. Samoa
80. São Tomé and Príncipe
81. Senegal
82. Seychelles
83. Sierra Leone
84. Solomon Islands
85. Somalia
86. South Africa
87. South Sudan
88. Sri Lanka
89. Sudan
90. Suriname
91. Swaziland
92. Syrian Arab Republic
93. Tajikistan
94. Tanzania, U. Rep. of
95. Thailand
96. Timor-Leste
97. Togo
98. Tonga
99. Trinidad and Tobago
100. Turkmenistan
101. Turks and Caicos
102. Tuvalu
103. Uganda
104. Uzbekistan
105. Vanuatu
106. Vietnam
107. Yemen
108. Zambia
109. Zimbabwe

APPENDIX 7

Countries in the BIC Territory

1. Afghanistan
2. Angola
3. Anguilla
4. Antigua and Barbuda
5. Armenia
6. Aruba
7. Bahamas
8. Bangladesh
9. Barbados
10. Belarus
11. Belize
12. Benin
13. Bhutan
14. Bolivia
15. Botswana
16. British Virgin Islands
17. Burkina Faso
18. Burundi
19. Cambodia
20. Cameroon
21. Cape Verde
22. Central African Republic
23. Chad
24. Comoros
25. Congo, Rep
26. Congo, Dem. Rep. of the
27. Côte d'Ivoire
28. Cuba
29. Djibouti
30. Dominica
31. Dominican Republic
32. Ecuador
33. El Salvador
34. Equatorial Guinea
35. Eritrea
36. Ethiopia
37. Fiji Islands
38. Gabon
39. Gambia
40. Georgia
41. Ghana
42. Grenada
43. Guatemala
44. Guinea
45. Guinea-Bissau
46. Guyana
47. Haiti
48. Honduras
49. India
50. Indonesia
51. Jamaica
52. Kazakhstan
53. Kenya
54. Kiribati
55. Kyrgyzstan
56. Lao, People's Dem. Rep.
57. Lesotho
58. Liberia
59. Madagascar
60. Malawi
61. Malaysia
62. Maldives
63. Mali
64. Mauritania
65. Mauritius
66. Moldova, Rep. of
67. Mongolia
68. Montserrat
69. Mozambique
70. Myanmar
71. Namibia
72. Nauru
73. Nepal
74. Nicaragua
75. Niger
76. Nigeria
77. Pakistan
78. Palau
79. Papua NewGuinea
80. Phillipines
81. Rwanda
82. Saint Kitts and Nevis
83. Saint Lucia
84. Saint Vincent & the Grenadines
85. Samoa
86. São Tomé and Príncipe
87. Senegal
88. Seychelles
89. Sierra Leone
90. Solomon Islands
91. Somalia
92. South Africa
93. South Sudan
94. Sri Lanka
95. Sudan
96. Surinam
97. Swaziland
98. Syrian Arab Republic
99. Tajikistan
100. Tanzania, U. Rep. of
101. Thailand
102. Timor-Leste
103. Togo
104. Tonga
105. Trinidad and Tobago
106. Turkmenistan
107. Turks and Caicos
108. Tuvalu
109. Uganda
110. Ukraine
111. Uzbekistan
112. Vanuatu
113. Vietnam
114. Yemen
115. Zambia
116. Zimbabwe

[APPENDIX 8-C FOR LICENSEES IN CHINA]
FIRST AMENDMENT
TO
[AMENDED AND RESTATED] LICENSE AGREEMENT

This FIRST AMENDMENT TO [AMENDED AND RESTATED] LICENSE AGREEMENT (this "**Amendment**") is made as of **[Insert Date]** (the "**Amendment Effective Date**") by and among **Gilead Sciences, Inc.** a Delaware corporation having its principal place of business at 333 Lakeside Drive, Foster City, California 94404, USA ("**Gilead**"), the **Medicines Patent Pool**, a non-profit foundation registered under the laws of Switzerland, and having a principal place of business at Rue de Varembé 7, 1202 Geneva, Switzerland ("**MPP**"), and _____ a company registered under the laws of China, and having a registered office at _____, China ("**Licensee**").

RECITALS

WHEREAS, Gilead, MPP, and Licensee entered into that certain [Amended and Restated] License Agreement effective as of _____ (the "**Agreement**"), pursuant to which MPP granted Licensee certain licenses with respect to Gilead's proprietary pharmaceutical agents tenofovir alafenamide, tenofovir disoproxil fumurate, elvitegravir, and cobicistat for treatment of HIV and HBV in developing world countries; and

WHEREAS, Gilead, MPP, and Licensee wish to amend the Agreement to add certain licenses with respect to Gilead's proprietary pharmaceutical agent bictegravir for treatment of HIV in developing world countries, in accordance with the terms and conditions of this Amendment, all as more fully described below.

NOW, THEREFORE, Gilead, MPP, and Licensee agree as follows:

1. Definitions.

   a. The definitions of the below terms are hereby deleted from Section 1 of the Agreement and replaced as follows:

   "**Active Pharmaceutical Ingredient**" or "**API**" shall mean one or more of the following active pharmaceutical ingredients: tenofovir alafenamide ("**TAF**"), tenofovir disoproxil fumarate ("**TDF**"), elvitegravir ("**EVG**"), cobicistat ("**COBI**"), and bictegravir ("**BIC**").

   "**Combination Products**" shall mean COBI Combination Products, EVG Combination Products, TDF Combination Products, TAF Combination Products, BIC Combination Products, and Quad Products.

   "**Patents**" shall mean (a) the patents and patent applications set forth in Appendix 2 hereto and (b) any other patents or patent applications (and resulting patents therefrom) that are in the Territory and owned or controlled by Gilead and its Affiliates during the term of this Agreement including to the extent falling within

clause (b) of this definition (i) those patents and patent applications exclusively licensed by Gilead from Japan Tobacco pursuant to the Japan Tobacco Agreement and (ii) those patents and patent applications claiming improvements or modifications to the manufacture of API, in the case of each patent and patent application referenced in clauses (a) and (b) solely to the extent necessary for Licensee to practice the licenses granted in Section 2 hereof.

"**Product**" shall mean COBI Product, EVG Product, TAF Product, TDF Product, COBI Combination Product, EVG Combination Product, TAF Combination Product, TDF Combination Product, BIC Product, BIC Combination Products, and the Quad Products.

"**Territory**" shall mean the TDF-TAF Territory, the COBI Territory, the EVG-Quad Territory, and the BIC Territory.

b. The below terms are hereby added to Section 1 of the Agreement and are defined as follows:

"**BIC Combination Product**" shall mean a pharmaceutical product containing BIC in combination with any other active pharmaceutical ingredient other than TAF, TDF, EVG, or COBI (in each case subject to the restrictions set forth in Section 4 of this Amendment, including any co formulation, co-packaged product, bundled product, or other type of combination product.

"**BIC Product**" shall mean a formulated and finished pharmaceutical product containing BIC as its sole active pharmaceutical ingredient.

"**BIC Territory**" shall mean those countries listed on Appendix 6.

c. All capitalized terms not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.

2. API License. Section 2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"API License. Subject to the terms and conditions of this Agreement, MPP hereby grants to Licensee a royalty-free, non-exclusive, non-sublicensable (other than a sublicense to an Affiliate in accordance with Section 2.3 below), non-transferable license under the Licensed Technology to (i) make API in China solely for the purposes of exercising the licenses described in this Section 2.1; (ii) offer for sale and sell such API to Licensed Product Suppliers in India, China and South Africa for use solely for purposes set forth in the Licensed Product Suppliers' direct or indirect license from Gilead as set forth in the definition of Licensed Product Suppliers; (iii) import Licensed API into China for purposes of exercising the license set forth in Section 2.2 or (iv) use API for Licensee's own internal use in the applicable Territory. For clarity, the license granted in this Section 2.1 does not include, expressly or by implication, a license under any Gilead intellectual property right to manufacture, sell or distribute any active pharmaceutical ingredient owned or controlled by Gilead other than TAF, TDF, EVG, COBI, and BIC."

3. Product License. Section 2.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Product License. Subject to the terms and conditions of this Agreement, MPP hereby grants to Licensee a royalty-bearing, non-exclusive, non-sublicensable (other than a sublicense to an Affiliate in accordance with Section 2.3 below), non-transferable license under the Licensed Technology solely to make Product in China and sell, have sold, offer for sale, export from China and import (i) TAF Product, TAF Combination Product, TDF Product and TDF Combination Products in the Field in the TDF-TAF Territory, (ii) EVG Product, EVG Combination Products and the Quad Products in the Field in the EVG-Quad Territory, (iii) COBI Products and COBI Combination Products in the Field and in the COBI Territory, and
(iv) BIC Product and BIC Combination Products in the Field and in the BIC Territory; provided that in each case such Products shall be made only from Licensed API. For clarity,
(a) the licenses granted in this Section 2.2 do not include, expressly or by implication, a license under any Gilead intellectual property right to manufacture, sell or distribute any product containing active pharmaceutical ingredients owned or controlled by Gilead other than Products containing TAF, TDF, EVG, COBI, and BIC, and (b) notwithstanding the foregoing, the licenses granted under this Section 2.2 shall not extend to any active pharmaceutical ingredient included within a Product other than TAF, TDF, EVG, COBI, and BIC."

4. Affiliates. Section 2.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Affiliates. Licensee may grant sublicenses under the licenses granted in Section 2.1 or Section 2.2 to its Affiliates located in China upon prior written notice to Gilead and MPP. Upon Gilead's or MPP's request, Licensee shall provide Gilead and/or MPP (as applicable) with the written copies of the applicable sublicense agreement with such Affiliate(s). Further upon Gilead's or MPP's request, Licensee shall name Gilead and/or MPP (as applicable) as a third party beneficiary in any such sublicense agreement, in which case Licensee shall consent and hereby does consent to Gilead's and/or MPP's (as applicable) enforcement of such sublicense agreement to the extent relating to the obligations that Licensee is required hereunder to impose on its Affiliates. Licensee shall ensure that any such Affiliate complies with all the terms of this Agreement as if they were a party to this Agreement, and Licensee will be liable for the activities of such Affiliates as if such activities were performed by Licensee."

5. Product Sales.

   a. Section 2.5(b) of the Agreement is hereby amended to delete the first paragraph of such Section which is hereby replaced with the following:

   "Subject to Sections 10.3(c) and 10.3(d) of the Agreement, Licensee agrees that it will not sell, offer for sale, or assist third parties (including Affiliates) in selling Product *except for* the sale and offer for sale of (A) TAF Product, TAF Combination, TDF Product and TDF Combination Product for use in the Field in and in the countries of the TDF-TAF Territory, (B) COBI Product and COBI Combination Product for use in the Field and in the countries of the COBI Territory, (C) EVG Product, EVG Combination Product and Quad Product for use in the Field and in the

countries of the EVG-Quad Territory, and (D) BIC Product and BIC Combination Product for use in the Field and in the countries of the BIC Territory."

b. Section 2.5(b)(ii) is hereby deleted in its entirety and replaced with the following:

"Licensee agrees that it will not administer BIC to humans, or sell Products containing BIC until Gilead has obtained marketing approval for a Product containing BIC from the FDA."

6. Limitations on Product Combinations. Licensee will be allowed to manufacture and sell BIC in combination with other active pharmaceutical ingredients in the BIC Territory, provided in each case (A) Licensee has the legal right to manufacture and sell such other active pharmaceutical ingredients in the applicable country in the BIC Territory, and (B) such manufacture and sale is in accordance with the licenses granted herein.

7. Gilead Distributors. Section 2.5(d)(i) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Licensee may elect to sell finished Product in the Territory to any Gilead Distributor, provided, however, that (A) Licensee may only sell and offer for sale TAF Product, TAF Combination Product, TDF Product and TDF Combination Product to Gilead Distributors to sell in the TDF-TAF Territory, and may not sell or offer for sale TAF Product, TAF Combination Product, TDF Product or TDF Combination Product outside the TDF-TAF Territory, and may not import TAF Product or TAF Combination Product into any country outside the TDF-TAF Territory, (B) Licensee may only sell and offer for sale COBI Product and COBI Combination Product to Gilead Distributors to sell in the COBI Territory, and may not sell or offer for sale COBI Product or COBI Combination Product outside the COBI Territory, and may not import COBI Product or COBI Combination Product into any country outside the COBI Territory, (C) Licensee may only sell and offer for sale EVG Product, EVG Combination Product and Quad Product to Gilead Distributors to sell in the EVG-Quad Territory, and may not sell or offer for sale EVG Product, EVG Combination Product or Quad Product outside the EVG-Quad Territory, and may not import EVG Product, EVG Combination Product or Quad Product into any country outside the EVG-Quad Territory, (D) Licensee may only sell and offer for sale BIC Product and BIC Combination Product to Gilead Distributors to sell in the BIC Territory, and may not sell or offer for sale BIC Product or BIC Combination Product outside the BIC Territory, and may not import BIC Product or BIC Combination Product into any country outside the BIC Territory, and (E) Licensee shall only sell to such Gilead Distributor those Products that are bioequivalent to the branded products Gilead has granted such Gilead Distributor the right to sell in such country of the applicable Territory. Licensee shall only allow such Gilead Distributor to sell such Product in the countries within the country of the applicable Territory for which such Gilead Distributor has the right to sell branded Gilead product. For example, Licensee shall not sell to a Gilead Distributor (X) a Product containing TDF, emtricitabine (FTC) and efavirenz in a particular country in the TDF-TAF Territory, unless Gilead has granted such distributor the right to sell a branded product containing TDF, FTC and efavirenz in such country in the TDF-TAF Territory, or (Y) a Product containing both TDF and 3TC or both TAF and 3TC."

8. Third Party Reseller Agreements. Section 2.5(e) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Gilead/MPP Approval of Third Party Reseller Agreements. Licensee shall not enter into any agreements with Third Party Resellers on terms inconsistent with this Agreement without obtaining Gilead's prior written approval. If Licensee enters into an agreement with any Third Party Reseller, then Licensee shall notify Gilead and MPP in writing, and shall certify that its arrangement with such Third Party Reseller is consistent with the terms and conditions of this Agreement. Upon Gilead's or MPP's request, Licensee shall provide Gilead and/or MPP (as applicable) with written copies of all agreements executed between Licensee and Third Party Resellers. Further upon Gilead's or MPP's request, Licensee shall name Gilead and/or MPP (as applicable) as a third party beneficiary in any such agreements, in which case Licensee shall consent and hereby does consent to Gilead's and/or MPP's (as applicable) enforcement of such agreements to the extent relating to the obligations that Licensee is required hereunder to impose upon Third Party Resellers. Gilead and/or MPP shall have the right to review all such agreements to verify consistency with the terms and conditions of this Agreement. In the event that any inconsistency is found which had not been specifically discussed and agreed with Gilead, then Gilead and/or MPP shall have the right to require Licensee to terminate such agreement. To the extent any such agreements relate to EVG, EVG Product, EVG Combination Product, or Quad Product, Gilead shall also have the right to share such agreements with Japan Tobacco."

9. Termination of Third Party Agreement by Gilead. Section 2.5(g) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Termination of Third Party Agreements by Gilead. Gilead may terminate the right of Licensee to sell Product to any Third Party Reseller pursuant to this Section 2.5, if Gilead believes in good faith that the Third Party Reseller is not acting in a way that is consistent with Licensee's covenants under this Agreement, or if Licensee does not terminate Licensee's agreement with such Third Party Reseller under the circumstances described in Section 2.5(e) or Section 2.5(f)."

10. No Other Licenses. Section 2.6(d)(ii) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Except as expressly set forth in this Agreement, MPP does not grant any license under any of Gilead's intellectual property rights (including, without limitation, patents or rights to any proprietary compounds or drug substances other than API) to Licensee."

11. Sourcing of API from API Suppliers. The last sentence of Section 3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"In the event that any inconsistency is found which had not been specifically discussed and agreed with Gilead, each of Gilead and MPP shall have the right to require Licensee to terminate such agreement with such Gilead Supplier or Licensed API Supplier, and upon notice from Gilead and/or MPP to such effect, Licensee shall immediately terminate such agreement."

12. Royalty. As consideration for the licenses granted in Section 2 of the Agreement, as amended by Sections 2 and 3 of this Amendment, Licensee shall pay Gilead the following

royalties on Net Sales of BIC Product and BIC Combination Product in the Territory for the duration of the Royalty Term:

a. 5% of BIC Product Net Sales in the BIC Territory.

b. 5% of the portion of BIC Combination Product Net Sales attributable to the BIC component of such BIC Combination Product in the BIC Territory, as determined in accordance with Section 4.2 of the Agreement.

c. To the extent any TAF Combination Product, TDF Combination Product, EVG Combination Product, and/or COBI Combination Product contains BIC, then in addition to royalties due from Licensee to Gilead for each other royalty bearing API in such Combination Product as set forth in Section 4.1(c), (f) and (h) of the Agreement, respectively, Licensee will pay Gilead 5% of the portion of such Combination Products Net Sales attributable to the BIC component of such Combination Product in the Territory applicable to such Combination Product, as determined in accordance with Section 4.2 of the Agreement.

13. Quarterly Reports. In each Quarterly Report, Licensee shall provide Gilead with the following information (in addition to the information described in Section 4.3 of the Agreement): (i) any Drug Controller General of India export permits obtained by the Licensee for Product, including the quantity of Product exported, the final destination of the Product and the recipient of the Product; and (ii) any Central Drugs Standard Control Organization (CDSCO) No Objection Certificates (NOC) obtained by third parties for Product for which Licensee provided assistance, including the quantity of Product exported, the final destination of the Product and the recipient of the Product.

14. Cooperation. If any party becomes aware of a suspected occurrence of any prohibited activity described in Section 7.2(a)(i)-(viii), such party will notify the other parties promptly, and following such notification, the parties will confer. Gilead (except in the case of Patents relating to EVG, EVG Product, EVG Combination Product or TAF Quad that are subject to the Japan Tobacco Agreement and controlled by Japan Tobacco) will have the right, but not the obligation, to bring an infringement or other action at its own expense, in its own name, and entirely under its own direction and control. Licensee will reasonably assist Gilead (or, where applicable, Japan Tobacco) in such actions or proceedings if so requested, and will lend its name to such actions or proceedings if required by law in order for Gilead (or Japan Tobacco) to bring such an action, which obligations shall survive the expiration or termination of the Agreement.

15. Manufacturing Requirements Minimum Standards. Section 6.2(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Minimum Standards.

(i) Licensee agrees that it shall manufacture API and Product in a manner consistent with (i) the applicable Indian manufacturing standards; (ii) either World Health Organization ("**WHO**") pre-qualification standards, standards of the European Medicines Agency ("**EMA**"), or United States Food and Drug Administration ("**FDA**") tentative approval standards ("**Minimum Quality Standards**"); and (iii) on a country-by-country basis, any

applicable national, regional or local standards as may be required by the specific country where Product is sold.

(ii) As required by MPP, in the event that any of COBI, EVG, TAF or BIC are included in the *WHO Consolidated Guidelines on the use of antiretroviral drugs for treating and preventing HIV infection* ("**WHO Guidelines**") or in the expression of interest for WHO pre-qualification for active pharmaceutical ingredients, Licensee shall apply for WHO pre- qualification or submit such included API's Drug Master File (or equivalent) to the FDA no later than by the second anniversary of any such inclusion.

(iii) As required by MPP, in the event that any TAF Product or TAF Combination Product, BIC Product or BIC Combination Product, COBI Product or COBI Combination Product, EVG Product or EVG Combination Product, or the TDF Quad are included in WHO Guidelines or in the expression of interest for WHO pre-qualification of medicines, Licensee shall apply for WHO pre-qualification or FDA conditional approval for each such Product so included no later than by the third anniversary of any such inclusion."

16. Remedy for Failure. Section 6.2(c) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Remedy for Failure. If Licensee fails at any time to meet the Minimum Quality Standards with respect to the manufacture of API or Product, Gilead and/or MPP may elect, in their sole discretion and notwithstanding Section 10.2 or 10.3 hereof, to suspend the effectiveness of the licenses granted hereunder until such time as Gilead and/or MPP have determined that Licensee has corrected any such failure to Gilead's and/or MPP's reasonable satisfaction. During any such suspension, Gilead and/or MPP and Licensee shall coordinate with each other to provide for the supply of API or Product, as appropriate, to ensure that end-user patient requirements are not disrupted as a result of such suspension."

17. Dose Requirements. All BIC Product and BIC Combination Products manufactured, used or sold by Licensee shall consist of dose concentrations of BIC that have been approved by the FDA. In the case of Products containing BIC, Licensee may manufacture or sell BIC Product, or BIC Combination Product consisting of an Alternate Dosage if such Alternate Dosage has been approved for use in the Field by the appropriate regulatory authority having jurisdiction over such Product.

18. Pediatric Formulations. Licensee will have the right to develop a BIC Product or BIC Combination Product as either a liquid or dispersible tablet formulation for use in pediatric patients less than 12 years of age (such formulation shall be a Pediatric Formulation). If Licensee is granted regulatory approval to market such Pediatric Formulation, then Licensee will use reasonable efforts to make such Pediatric Formulation available throughout the BIC Territory (for purposes of Section 6.2(e) of the Agreement, the BIC Territory shall be Licensee's Applicable Territory with respect to such Pediatric Formulation).

19. Regulatory Filings and Inspections. To the extent Regulatory Reports relate to EVG, EVG Product, EVG Combination Product, or Quad Product, Gilead will have the right to share such Regulatory Reports with Japan Tobacco, which right shall survive the expiration or termination of the Agreement.

20. Safety Reporting. The following language is hereby added to the Agreement as Section 6.6:

"Safety Reporting.

a. Licensee is responsible for all single and periodic reporting to all applicable regulatory authorities for the Products manufactured by or on behalf of Licensee under the Agreement.

b. Licensee is responsible for all pharmacovigilance activities with respect to such Products, including but not limited to all associated signal detection, risk management and product labelling requirements.

c. In the event Licensee receives an individual case safety report associated with any Gilead proprietary product, Licensee agrees to forward such reports to Gilead at E-Mail: SafetyFC@gilead.com Fax: +1-650-522-5477.

d. Licensee will forward details of any confirmed safety signals or emerging safety issues relating to Products manufactured by or on behalf of Licensee under this Agreement and any supporting documentation to the risk management contact at Gilead: Neda.Shokrai@gilead.com."

21. Diversion of Product and Technology. Section 7.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Diversion of Product and Technology.

(a) Licensee covenants and agrees that Licensee and its Affiliates shall not, and shall require its Distributors and Third party Resellers not to: (i) divert or allow the diversion of API outside of India, China or South Africa, or to third parties that do not constitute Licensed Product Suppliers, (ii) divert or allow the diversion of TDF Product, TDF Combination Product, TAF Product or TAF Combination Product outside the TDF-TAF Territory, (iii) divert or allow the diversion of COBI Product or COBI Combination Product outside the COBI Territory, (iv) divert or allow the diversion of EVG Product, EVG Combination Product or Quad Product outside the EVG-Quad Territory, (v) divert or allow the diversion of BIC Product or BIC Combination Product outside the BIC Territory, (vi) divert or allow the diversion of Licensed Technology to any third party, except as expressly permitted under this Agreement, (vii) take any action that Gilead determines in good faith to be in furtherance of the activities described in clauses (i) - (vi), or (viii) assist or support, directly or indirectly, any third party in the conduct of the activities described in clauses (i) - (vii). The parties agree that it shall not be a breach of Section 3.1 or this Section 7.2 for Licensee or its Affiliate to file marketing approval applications for any Product in a country outside of the Territory as required by applicable regulatory authorities in such country for the commercialization of such Product in such country, or for Licensee or its Affiliate to provide developmental quantities of API or Product in support of its own marketing approval applications or a third party's application for marketing approval, in each case, as required by applicable regulatory authorities in such country, it being understood that this provision shall not be construed as expressly or implicitly granting Licensee any right or license under any

Gilead intellectual property rights beyond the licenses granted in Section 2 of this Agreement or otherwise providing any authorization by Gilead to do so, and does not constitute a waiver of any rights of Gilead under law that it may have to contest the filing or granting of such marketing approval applications."

(b) Damages. In the event (i) any Product is diverted (x) by Licensee or its Affiliate sublicensees, or (y) by another party with the assistance of the Licensee or its Affiliate sublicensees, in each case to any country outside the Territory in any manner described in Section 7.2(a), and (ii) a patent covering such Product has been granted in such country or in the country(ies) outside the Territory in which such Product is manufactured (collectively the circumstance described by clause (i) and (ii), a "**Diversion Event**"), then in addition to any other remedies Gilead may be entitled to at law or in equity, Gilead shall be entitled to injunctive relief and to receive lost profits associated with the Diversion Event, which such lost profits will be determined by taking into consideration the following factors: (1) the quantity of Product that is the subject of such Diversion Event; (2) the average profit Gilead receives from its sale of such Product in the country(ies) outside the Territory into which such Product was sold or otherwise transferred; and (3) any erosion in Gilead's market share in such country(ies) outside the Territory as a result of such Diversion Event. This Section 7.2(b) shall survive the expiration or termination of the Agreement with respect to Products sold prior to such expiration or termination."

22. General Law Compliance. Section 7.3(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

"General Law Compliance. Licensee covenants and agrees that it shall perform all activities under this Agreement in accordance with all applicable laws, rules, and regulations, including, without limitation, with respect to privacy, data protection, recalls, safety and reporting requirements and shall obtain, have and maintain all necessary regulatory approvals (including in China), marketing authorizations, permits and licenses, at Licensee's expense for the manufacture and sale of API and/or Product and any other Licensee activities contemplated hereby."

23. FCPA and UK Bribery Act. Section 7.3(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

"FCPA and UK Bribery Act. Licensee covenants and agrees that neither the Licensee, nor any of its affiliates, nor any of their respective directors, officers, employees or agents (all of the foregoing, including affiliates collectively, "**Licensee Representatives**") has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended (such act, including the rules and regulations thereunder, the "**FCPA**"), the U.K. Bribery Act of 2010 ("**Bribery Act**"), or any other applicable anti-bribery or anticorruption laws, rules or regulations (collectively with the FCPA and the Bribery Act, the "**Anticorruption Laws**"). Licensee covenants and agrees that Licensee and Licensee Representatives have conducted and will conduct their businesses in compliance with the Anticorruption Laws. Licensee covenants and agrees that it shall provide to Gilead on the Amendment Effective Date and within thirty (30) days after the beginning of each calendar year thereafter, certification in writing by Licensee of Licensee's compliance with the Anticorruption Laws."

24. Gilead Right to Terminate. Section 10.3(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

"(b) Gilead and/or MPP shall have the right to terminate this Agreement, the covenant contained in Section 7.5 and/or one or both of the licenses granted pursuant to Section 2.1 or Section 2.2 (whether or not such event constitutes a right of termination pursuant to Section 10.2), if:

(i) Gilead determines in good faith that (A) a material quantity of API made or sold by Licensee has been diverted outside of South Africa, China or India, or to third parties that are not Licensed Product Suppliers, (B) a material quantity of Product made and/or sold by Licensee has been diverted to countries outside the Territory (other than with respect to such diversions occurring solely as a result of the circumstances expressly contemplated in Sections 7.3(c), 10.3(c) and 10.3(d) below), or (C) any of the prohibited activies described in Section 7.2(a)(i)-(viii) has occurred;

(ii) Gilead and/or MPP determines in good faith that, due to material deficiencies in Licensee's compliance, or repeated failure to comply, with the Minimum Quality Standards, Licensee is unable to reliably and consistently manufacture API or Product in accordance with the Minimum Quality Standards;

(iii) Gilead determines in good faith that Licensee has obtained material quantities of API from sources outside of India, South Africa or China (subject to the provisions set forth in Sections 7.3(c) and 10.3(c)), or in ways that are inconsistent with the terms and conditions of Section 3; or

(iv) Gilead's rights to EVG terminate due to the termination of the Japan Tobacco Agreement, provided, however, that in such event, such termination would only apply on a Product-by-Product basis and only with respect to Products containing EVG that are subject to the sublicense granted by Gilead under the Japan Tobacco Agreement.

Gilead shall give Licensee and MPP written notice of any such event and provide Licensee with a period of thirty (30) days after such notice to demonstrate that the conditions giving rise to Gilead's determination no longer exist to Gilead's reasonable satisfaction. If Licensee is unable to do so, this Agreement shall be terminated effective upon the thirtieth (30_{th}) day following such notice. In the event that MPP independently exercises its right to terminate this Agreement pursuant to Sections 10.2 or 10.3, MPP shall provide notice to Gilead of such intent to terminate."

25. Licensee Right to Terminate License on an API Basis. For the avoidance of doubt any termination by Licensee of its license to BIC pursuant to Section 10.5 of the Agreement shall in turn terminate Licensee's rights and licenses under all Patents that claim BIC (alone or in combination with any other compounds) to manufacture, sell, use, export or import any Product that contains BIC.

26. Appendices. Appendices 1, 2, 3, 4, and 5 of the Agreement are hereby deleted and replaced with new Appendices 1, 2, 3, 4, and 5 attached to this Amendment, respectively. Appendix 6 attached to this Amendment is hereby added to the Agreement as Appendix 6.

27. Miscellaneous. This Amendment embodies the entire understanding of the Parties with respect to the subject matter hereof and supersedes all previous communications, representations or understandings, and agreements, whether oral or written, between the Parties relating to the subject matter hereof. Except as expressly amended by this Amendment, the terms and conditions of the Agreement will remain in full force and effect. This Amendment shall be effective as of the Amendment Effective Date, and may not be modified except by written agreement between the Parties. This Amendment will be governed by and construed under the laws of Hong Kong, without regard to its choice of law principles, and any dispute that arises hereunder shall be resolved by binding arbitration as set forth in Section 12.7 of the Agreement.

[signatures appear on following page]

[*] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date.

GILEAD:

Gilead Sciences, Inc.

By _____
Name:
Title:

LICENSEE:

[Licensee]

By _____
Name:
Title:

MPP:

Medicines Patent Pool

By _____
Name:
Title:

APPENDIX 1

Countries in the TDF-TAF Territory

1. Afghanistan
2. Angola
3. Anguilla
4. Antigua and Barbuda
5. Armenia
6. Aruba
7. Bahamas
8. Bangladesh
9. Barbados
10. Belarus
11. Belize
12. Benin
13. Bhutan
14. Bolivia
15. Botswana
16. British Virgin Islands
17. Burkina Faso
18. Burundi
19. Cambodia
20. Cameroon
21. Cape Verde
22. Central African Republic
23. Chad
24. Comoros
25. Congo, Rep
26. Congo, Dem. Rep. of the
27. Côte d'Ivoire
28. Cuba
29. Djibouti
30. Dominica
31. Dominican Republic
32. Ecuador
33. El Salvador
34. Equatorial Guinea
35. Eritrea
36. Ethiopia
37. Fiji Islands
38. Gabon
39. Gambia
40. Georgia
41. Ghana
42. Grenada
43. Guatemala
44. Guinea
45. Guinea-Bissau
46. Guyana
47. Haiti
48. Honduras
49. India
50. Indonesia
51. Jamaica
52. Kazakhstan
53. Kenya
54. Kiribati
55. Kyrgyzstan
56. Lao, People's Dem. Rep.
57. Lesotho
58. Liberia
59. Madagascar
60. Malawi
61. Malaysia
62. Maldives
63. Mali
64. Mauritania
65. Mauritius
66. Moldova, Rep. of
67. Mongolia
68. Montserrat
69. Mozambique
70. Myanmar
71. Namibia
72. Nauru
73. Nepal
74. Nicaragua
75. Niger
76. Nigeria
77. Pakistan
78. Palau
79. Papua NewGuinea
80. Phillipines
81. Rwanda
82. Saint Kitts and Nevis
83. Saint Lucia
84. Saint Vincent & the Grenadines
85. Samoa
86. São Tomé and Príncipe
87. Senegal
88. Seychelles
89. Sierra Leone
90. Solomon Islands
91. Somalia
92. South Africa
93. South Sudan
94. Sri Lanka
95. Sudan
96. Surinam
97. Swaziland
98. Syrian Arab Republic
99. Tajikistan
100. Tanzania, U. Rep. of
101. Thailand
102. Timor-Leste
103. Togo
104. Tonga
105. Trinidad and Tobago
106. Turkmenistan
107. Turks and Caicos
108. Tuvalu
109. Uganda
110. Ukraine
111. Uzbekistan
112. Vanuatu
113. Vietnam
114. Yemen
115. Zambia
116. Zimbabwe

APPENDIX 2
Patents

APPENDIX 2
Patents

TDF Patents

(221) Title: NUCLEOTIDE ANALOGS

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
China (People's Republic)	Granted	7/25/1997	200810083233.70	200810083233.70	12/12/2012
China (People's Republic)	Granted	7/25/1997	97197460.8	ZL97197460.8	4/30/2008
India	Pending	7/25/1997	2076/DEL/1997		

(230) Title: NUCLEOTIDE ANALOG COMPOSITION AND SYNTHESIS METHOD

SubCase	Status	Filing Date	Application No.	Patent No.	Issue Date
China (People's Republic)	Granted	7/23/1998	200510099916.80	ZL200510099916.8	9/24/2008
China (People's Republic)	Granted	7/23/1998	200410046290X	200410046290X	4/19/2006
India	Pending	7/24/1998	896/DEL/2002		
India	Pending	7/24/1998	963/DEL/2002		
India	Pending	7/24/1998	1362/DEL/2004		
India	Granted	7/24/1998	2174/DEL/1998	190780	3/15/2004
Indonesia	Granted	7/23/1998	W-991548	7658	4/11/2002

(270) Title: COMPOSITIONS AND METHODS FOR COMBINATION ANTIVIRAL THERAPY

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
Armenia	Granted	1/13/2004	200501134	15145	6/13/2011
China (People's Republic)	Published	1/13/2004	201510697340.90		
China (People's Republic)	Granted	1/13/2004	201210094391.90	ZL201210094391.9	2/24/2016
China (People's Republic)	Granted	1/13/2004	200480002190.50	200480002190.50	6/6/2012
Eurasian Patent Organization	Published	1/13/2004	201100293		
Eurasian Patent Organization	Granted	1/13/2004	200501134	15145	6/13/2011
Kazakhstan	Granted	1/13/2004	200501134	15145	6/13/2011

Kazakhstan	Pending		200501134 (PTE Application)		
Kyrgyz Republic	Granted	1/13/2004	200501134	15145	6/13/2011
Kyrgyz Republic	Granted		200501134 (PTE Application)	15145	5/31/2012
Moldova	Granted	1/13/2004	200501134	15145	6/13/2011
Tajikistan	Granted	1/13/2004	200501134	15145	6/13/2011
Turkmenistan	Granted	1/13/2004	200501134	15145	6/13/2011
Turkmenistan	Pending		200501134 (PTE Application)		

(676) Title: METHOD AND COMPOSITION FOR PHARMACEUTICAL PRODUCT

Country	Status Filing Date	Application No.	Patent No.	Issue Date
China (People's Republic)	Granted 6/13/2006	200680026180.40	ZL200680026180.4	10/7/2015

(677) Title: A PHARMACEUTICAL COMPOSITION, A METHOD OF PREPARING THEREOF, AND A METHOD OF TREATING VIRAL DISEASES USING SAID COMPOSITION

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
Armenia	Granted	6/13/2006	200800033	17764	3/29/2013
China (People's Republic)	Granted	6/13/2006	200680026866.30	200680026866.30	3/27/2013
Eurasian Patent Organization	Published	6/13/2006	201201265		
Eurasian Patent Organization	Granted	6/13/2006	200800033	17764	3/29/2013
India	Pending	6/13/2006	9661/DELNP/2007		
Kazakhstan	Granted	6/13/2006	200800033	17764	3/29/2013
Kyrgyz Republic	Granted	6/13/2006	200800033	17764	3/29/2013
Moldova	Granted	6/13/2006	200800033	17764	3/29/2013
South Africa	Granted	6/13/2006	2008/00297	2008/00297	4/28/2010
Tajikistan	Granted	6/13/2006	200800033	17764	3/29/2013
Turkmenistan	Granted	6/13/2006	200800033	17764	3/29/2013

TAF Patents

(249) Title: PRODRUGS OF PHOSPHONATE NUCLEOTIDE ANALOGUES AND METHODS FOR SELECTING AND MAKING SAME

Country	Status Filing Date	Application No.	Patent No.	Issue Date

African Intellectual Property Organization (OAPI)	Granted	1200300003	7/20/2001	12393	12/29/2003
African Regional Industrial Property Organization	Granted	2003/002724	7/20/2001	AP 1466	9/22/2005
Anguilla	Granted	AI/A/2015/00173	7/20/2001	AI/A/2015/00173	11/2/2015
China (People's Republic)	Granted	1813161.1	7/20/2001	ZL01813161.1	12/27/2006
China (People's Republic)	Granted	200410097845.30	7/20/2001	ZL200410097845.3	7/16/2008
Congo, Democratic Republic of	Granted	NP/002/EXT/2016	7/20/2001	2016/4386	11/11/2016
Ethiopia	Granted	ET/PI/15/184	7/20/2001	135	5/25/2016
Eurasian Patent Organization	Granted	200300188	7/20/2001	4926	10/28/2004
Falkland Islands (Malvinas)	Granted		7/20/2001	15365	8/25/2015
Fiji	Published	1214	7/20/2001		
Grenada	Granted	7 of 2015	7/20/2001	7 of 2015	10/6/2015
Guyana	Published	1641	7/20/2001		
Haiti	Pending		7/20/2001		
India	Granted	9/MUMNP/2003	7/20/2001	208435	7/27/2007
India	Granted	00529/MUMNP/2006	7/20/2001	241597	7/14/2010
Indonesia	Granted	W-00200602129	7/20/2001	IDP0022897	2/20/2009
Indonesia	Granted	W-00200804005	7/20/2001	IDP000040148	2/15/2016
Indonesia	Granted	W00200300261	7/20/2001	IDP0022911	2/20/2009
Jamaica	Pending	18/1/5695	7/20/2001		
Kiribati	Granted	14/15	7/20/2001	14/15	10/7/2015
Montserrat	Granted	1961695.2	7/20/2001	1301519	9/23/2015
Nepal	Pending	669	7/20/2001		
Seychelles	Granted	1301519	7/20/2001	1301519	5/25/2016
Sierra Leone	Pending	EP1301519	7/20/2001		
Solomon Islands	Granted	J37/371	7/20/2001	J37/371	3/3/2016
South Africa	Granted	2002/10271	7/20/2001	2002/10271	12/31/2003
Turks and Caicos Islands	Pending	10213	7/20/2001		
Tuvalu	Granted		2/25/2015	TVP1301519	1/6/2016
Vietnam	Granted	1-2002-01193	7/20/2001	8475	5/24/2010
Virgin Islands (British)	Granted	414/5/2015	7/20/2001	414/5/2015	12/1/2015

(872) Title: TENOFOVIR ALAFENAMIDE HEMIFUMARATE

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Granted	1201400057	8/15/2012	17070	6/29/2015
African Regional Industrial Property Organization	Granted	AP/P/2014/007437	8/15/2012	3639	3/31/2016
Bahamas	Granted	2441	8/15/2012	2441	6/19/2014
Bolivia	Pending	SP-0277-2012	8/15/2012		
China (People's Republic)	Published	201280039891.00	8/15/2012		
Ecuador	Pending	SP-14-13206-PCT	8/15/2012		
El Salvador	Pending	E-4659-2014	8/15/2012		
Eurasian Patent Organization	Published	201490208	8/15/2012		
India	Pending	1012/DELNP/2014	8/15/2012		
Indonesia	Published	P00201400805	8/15/2012		
Moldova	Pending	A20140011	8/15/2012		
Pakistan	Pending	539/2012	8/15/2012		
Philippines	Granted	1-2014-500349	8/15/2012	1-2014-500349	2/29/2016
South Africa	Allowed	2014/00582	8/15/2012		
Thailand	Pending	1401000784	8/15/2012		
Vietnam	Pending	1-2014-00440	8/15/2012		

(877) Title: METHODS FOR PREPARING ANTI-VIRAL NUCLEOTIDE ANALOGS

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Bahamas	Granted	2455	10/3/2012	2455	6/24/2014
Bolivia	Granted	SP-0352-2012	10/3/2012	6385-B	11/26/2014
China (People's Republic)	Published	201280048965.70	10/3/2012		
Ecuador	Published	IEPI-2014-74	10/3/2012		
El Salvador	Published	E-4696/2014	10/3/2012		
Eurasian Patent Organization	Allowed	201490753	10/3/2012		
India	Published	2953/DELNP/2014	10/3/2012		
Pakistan	Pending	671/2012	10/3/2012		

EVG Patents

(JF-0136) Title: COMPOUND AND METHOD OF USE

Country	Status Filing Date	Application No.	Patent No.	Issue Date

Bolivia	Pending SP-230265	11/18/2003		
China (People's Republic)	Granted 200380100277.10	11/20/2003	ZL200380100277.1	3/19/2008
India	Granted 01316/CHENP/2004	11/20/2003	245833	2/3/2011
Indonesia	Granted WO00200401542	11/20/2003	P0023507	6/1/2009
Nigeria	Granted 424/2003	11/19/2003	RP.15779	10/20/2004
Philippines	Granted 1-2004-500895	11/20/2003	1-2004-500895	8/20/2008
South Africa	Granted 2004/4537	11/20/2003	2004/4537	8/31/2005
Thailand	Pending 301004379	11/20/2003		
Vietnam	Granted 1-2004-00605	11/20/2003	1-0011884	10/7/2013

(JF-0179) Title: CRYSTALLINE FORM

Country	Status	Application No.	FilingPatent No. Date		
Bolivia	Pending	SP-250121	5/19/2005		
China (People's Republic)	Granted	200580016142.60	5/19/2005	ZL200580016142.6	5/26/2010
India	Pending	357/CHENP/2010	5/19/2005		
Philippines	Granted	1-2006-502297	5/19/2005	1-2006-502297	11/19/2010
South Africa	Granted	2006/10647	5/19/2005	2006/10647	6/25/2008
Thailand	Pending	100718	5/19/2005		

(JF-0193) Title: MANUFACTURING PROCESS: ROUTE D AND F

Country	Status	Application No.:	Filing Date	Patent No.	Issue Date
China	Granted	200780016151.40	3/6/2007	200780016151.40	2/6/2013
India	Granted	5344/CHENP/2008	3/6/2007	258895	2/13/2014
India	Pending	532/CHENP/2014	3/6/2007		

(JF-0192) Title: MANUFACTURING PROCESS: ROUTE C AND E

Country	Status	Application No.	Filing Date	Patent No:	Issue Date
African Regional Industrial Property Organization	Granted	AP/P/2008/004621	3/6/2007	2914	5/5/2014
China	Granted	200780016172.60	3/6/2007	ZL200780016172.60	5/29/2013
Eurasian Patent Organization	Granted	200870321	3/6/2007	17861	3/29/2013
Indonesia	Pending	W00200802860	3/6/2007	IDP0032077	10/22/2012
India	Granted	5341/CHENP/2008	3/6/2007	258747	2/4/2014
India	Pending	613/CHENP/2014	3/6/2007		

African Intellectual Property Organization (OAPI)	Granted 1200800317	3/6/2007 14280	3/31/2009
Vietnam	Granted 1-2008-02431	3/6/2007 14450	8/17/2015
South Africa	Granted 2008/07547	3/6/2007 2008/07547	11/25/2009

(718) Title: METHODS OF IMPROVING THE PHARMACOKINETICS OF HIV INTEGRASE INHIBITORS

Country	Status	Application No.	Filing Date	Patent No.	
Armenia	Granted	200801619	12/29/2006	18544	8/30/2013
African Regional Industrial Property Organization	Granted	AP/P/2008/004522	12/29/2006	AP2702	7/31/2013
China (People's Republic)	Published	201410249622.80	12/29/2006		
Eurasian Patent Organization	Granted	200801619	12/29/2006	18544	8/30/2013
Eurasian Patent Organization	Published	201201496	12/29/2006		
Indonesia	Pending	W00201102461	12/29/2006		
Indonesia	Published	W00 2008 02128	12/29/2006		
India	Pending	6748/DELNP/2015	12/29/2006		
India	Pending	5576/DELNP/2008	12/29/2006		
Kyrgyz Republic	Granted	200801619	12/29/2006	18544	8/30/2013
Moldova	Granted	200801619	12/29/2006	18544	8/30/2013
African Intellectual Property Organization (OAPI)	Granted	1200800239	12/29/2006	14320	6/30/2009
Tajikistan	Granted	200801619	12/29/2006	18544	8/30/2013
Turkmenistan	Granted	200801619	12/29/2006	18544	8/30/2013
Vietnam	Pending	1-2008-01921	12/29/2006		
South Africa	Granted	2008/06222	12/29/2006	2008/06222	3/25/2009

(720) Title: PROCESS AND INTERMEDIATES FOR PREPARING INTEGRASE INHIBITORS

Country	Status	Application No.	Filing Date	Patent Number	Issue Date
Armenia	Granted	200900441	9/11/2007	22099	11/30/2015
African Regional Industrial Property Organization	Granted	AP/P/2009/004831	9/11/2007	AP3004	10/16/2014
China	Granted	200780033907.60	9/11/2007	ZL200780033907.6	10/16/2013
China	Granted	201210224990.80	9/11/2007	CN102766098B	3/30/2016
China	Abandoned	201510922236.50	9/11/2007		
China	Published	201510922511.30	9/11/2007		

Eurasian Patent Organization	Granted	200900441	9/11/2007 22099	11/30/2015
Indonesia	Published	W00200900634	9/11/2007	
Kyrgyz Republic	Granted	200900441	9/11/2007 22099	11/30/2015
Kazakhstan	Granted	200900441	9/11/2007 22099	11/30/2015
Moldova	Granted	200900441	9/11/2007 22099	11/30/2015
African Intellectual Property Organization (OAPI)	Granted	1200900070	9/11/2007 14458	9/30/2009
Thailand	Published	701004583	9/11/2007	
Tajikistan	Granted	200900441	9/11/2007 22099	11/30/2015
Turkmenistan	Granted	200900441	9/11/2007 22099	11/30/2015
Vietnam	Granted	1-2009-00636	9/11/2007 11932	10/22/2013
Vietnam	Granted	1-2012-01354	9/11/2007 14698	10/20/2015
South Africa	Granted	2009/01576	9/11/2007 2009/01576	2/24/2010

(746) Title: PROCESS AND INTERMEDIATES FOR PREPARING INTEGRASE INHIBITORS

Country	Status	Application No	Filing Date	Patent Number	Issue Date
African Regional Industrial Property Organization	Granted	AP/P/2010/005187	9/11/2008	AP 2785	10/31/2013
China	Granted	200880106554.20	9/11/2008	ZL200880106554.2	7/9/2014
Eurasian Patent Organization	Granted	201070256	9/11/2008	19431	3/31/2014
Ecuador	Inactive	SP-10-10081	9/11/2008		
Indonesia	Published	W00201000759	9/11/2008		
India	Pending	1615/DELNP/2010	9/11/2008		
African Intellectual Property Organization (OAPI)	Granted	1201000093	9/11/2008	15058	
Thailand	Published	801004676	9/11/2008		
Vietnam	Granted	1-2010-00483	9/11/2008	10866	11/20/2012
South Africa	Granted	2010/02066	9/11/2008	2010/02066	12/29/2010

(903) Title: PROCESS AND INTERMEDIATES FOR PREPARING INTEGRASE INHIBITORS

Country	Status	Application No.	Filing Date	Patent No.	
China (People's Republic)	Granted	201380041287.60	8/1/2013	ZL201380041287.6	11/2/2016
Eurasian Patent Organization	Allowed	201590018	8/1/2013		
India	Pending	1688/DELNP/2015	8/1/2013		

(692) Title: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1200800450	9/30/2009	14409
African Regional Industrial Property Organization	Granted	AP/P/2008/004720	9/30/2014	AP2985
Anguilla	Granted	AI/A/2015/00172	11/2/2015	AI/A/2015/00172
Armenia	Granted	200900155	11/28/2014	20489
China (People's Republic)	Granted	200780025607.30	5/29/2013	ZL200780025607.3
China (People's Republic)	Granted	201310141408.60	4/29/2015	ZL201310141408.6
Congo, Democratic Republic of	Pending	NP/004/EXT/2016		
Ethiopia	Granted	ET/PI/15/185	5/25/2016	134
Eurasian Patent Organization	Allowed	201270738		
Eurasian Patent Organization	Granted	200900155	11/28/2014	20489
Fiji	Published	1217		
Guyana	Published	1642		
Haiti	Pending			
India	Pending	10487/DELNP/2008		
Indonesia	Granted	W00200900061	8/12/2016	IDP00042227
Jamaica	Pending	18/1/5696		
Kazakhstan	Granted	200900155	11/28/2014	20489
Kiribati	Granted	13/15	10/7/2015	13/15
Kyrgyz Republic	Granted	200900155	11/28/2014	20489
Moldova	Granted	200900155	11/28/2014	20489
Montserrat	Granted		9/23/2015	3 of 2015
Nauru	Pending			
Nepal	Pending	894		
Seychelles	Granted	2049506	5/25/2016	2049506
Sierra Leone	Pending	EP2049506		
Solomon Islands	Granted	J37/370	2/10/2016	J37/370
South Africa	Pending	2008/10399		
Tajikistan	Granted	200900155	11/28/2014	20489
Thailand	Published	701003404		
Turkmenistan	Granted	200900155	11/28/2014	20489
Turks and Caicos Islands	Pending	10214		
Tuvalu	Granted		11/7/2015	TVP2049506
Vanuatu	Unfiled			
Vietnam	Pending	1-2009-00240		
Vietnam	Pending	1-2012-02702		

Virgin Islands (British)	Granted	415/6/2015	12/1/2015	415/6/2015

(719) Title: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1200900273	6/30/2010	14749
African Regional Industrial Property Organization	Granted	AP/P/2009/004964	9/16/2014	AP2986
African Regional Industrial Property Organization	Granted	AP/P/2013/007042	11/30/2016	AP3915
Armenia	Granted	200901155	7/30/2014	19893
China (People's Republic)	Granted	201310326757.50	6/10/2015	10326757
China (People's Republic)	Granted	200880013255.40	8/28/2013	ZL200880013255.4
Eurasian Patent Organization	Granted	200901155	7/30/2014	19893
Fiji	Granted			
Indonesia	Granted	W00200902299	3/18/2015	IDP000038076
Kazakhstan	Granted	200901155	7/30/2014	19893
Kyrgyz Republic	Granted	200901155	7/30/2014	19893
Moldova	Granted	200901155	7/30/2014	19893
South Africa	Pending	2009/05882		
South Africa	Unfiled			
Tajikistan	Granted	200901155	7/30/2014	19893
Thailand	Pending	801000867		
Turkmenistan	Granted	200901155	7/30/2014	19893
Vietnam	Pending	1-2009-01990		
Vietnam	Pending	1-2012-02696		

(757) Title: THE USE OF SOLID CARRIER PARTICLES TO IMPROVE THE PROCESSABILITY OF A PHARMACEUTICAL AGENT

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201000364	9/28/2012	15589
African Regional Industrial Property Organization	Granted	AP/P/2010/005429	1/30/2015	3209
Armenia	Granted	201071173	3/31/2016	22950
Belarus	Granted	201071173	3/31/2016	22950
China (People's Republic)	Published	201510408376.00		
China (People's Republic)	Published	201310447258.10		
Ecuador	Pending	SP-10-10636		

Eurasian Patent Organization	Published	201591353		
Eurasian Patent Organization	Granted	201071173	3/31/2016	22950
India	Pending	7565/DELNP/2010		
Indonesia	Published	W00201004105		
Kazakhstan	Granted	201071173	3/31/2016	22950
Kyrgyz Republic	Granted	201071173	3/31/2016	22950
Moldova	Granted	201071173	3/31/2016	22950
South Africa	Granted	2010/08007	10/26/2011	2010/08007
Tajikistan	Granted	201071173	3/31/2016	22950
Turkmenistan	Granted	201071173	3/31/2016	22950
Vietnam	Pending	1-2010-02929		

(775) Title: METHOD OF PREPARING AN INHIBITOR OF CYTOCHROME P450 MONOOXYGENASE, AND INTERMEDIATES INVOLVED

Country	Status	Application No.	Filing Date	Patent No.
African Regional Industrial Property Organization	Granted	AP/P/2011/005864		
African Intellectual Property Organization (OAPI)	Granted	1201100311.00	4/1/2010	15801
Bolivia	Published	SP-0082-2010	4/1/2010	
China	Granted	201080014307.70	4/1/2010	ZL201080014307.7
China	Published	201510160505.90	4/1/2010	
Eurasian Patent Organization	Granted	201190179.00	4/1/2010	22739
Eurasian Patent Organization	Published	201590979.00	4/1/2010	
Ecuador	Pending	SP-11-11391	4/1/2010	
Indonesia	Granted	W00201103554	4/1/2010	IDP000041448
India	Pending	7323/DELNP/2011	4/1/2010	
Pakistan	Pending	262/2010	3/31/2010	
Thailand	Published	1101002473.00	4/1/2010	
Vietnam	Pending	1-2011-02324	4/1/2010	
South Africa	Granted	2011/07430	4/1/2010	2011/07430

(783) Title: TABLETS FOR COMBINATION THERAPY

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Pending	1201100281		
African Regional Industrial Property Organization	Granted	AP/P/2011/05857	5/6/2015	AP3250
Armenia	Granted	201190125	5/29/2015	21313

Azerbaijan	Granted	201190125	5/29/2015	21313
Bolivia	Pending	SP-00292010		
China (People's Republic)	Granted	201080006646.00	9/11/2013	ZL201080006646.0
Ecuador	Pending	SP-11-11307		
Eurasian Patent Organization	Published	201491658		
Eurasian Patent Organization	Granted	201190125	5/29/2015	21313
India	Pending	5823/DELNP/2011		
Indonesia	Granted	W00201103098	3/30/2016	IDP000040606
Kazakhstan	Granted	201190125	5/29/2015	21313
Kyrgyz Republic	Granted	201190125	5/29/2015	21313
Moldova	Granted	201190125	5/29/2015	21313
Pakistan	Allowed	94/2010		
Singapore	Published	2014007744		
South Africa	Granted	2011/06154	5/28/2014	2011/06154
Tajikistan	Granted	201190125	5/29/2015	21313
Thailand	Published	1101001423		
Turkmenistan	Granted	201190125	5/29/2015	21313
Vietnam	Pending	1-2011-02035		

(895) Title: METHODS AND INTERMEDIATES FOR PREPARING PHARMACEUTICAL AGENTS

Country	Status	Application No.Filing DatePatent No.
China	Abandoned	201380007712.X
India	Abandoned	6192/DELNP/2014

BIC Patents

(1007) TITLE: POLYCYCLIC-CARBAMOYLPYRIDONE COMPOUNDS AND THEIR PHARMACEUTICAL USE

Country	Status	Application No.	FilingPatent No.Issue DateDate
African Intellectual Property Organization (OAPI)	Pending	1201500240	12/19/2013
African Regional Industrial Property Organization	Pending	AP/P/2015/008510	12/19/2013
Anguilla	Pending	AI/A/2016/00180	12/19/2013
Bahamas	Pending	2551	12/19/2013
Bolivia	Published	SP-00412-2013	12/20/2013
China	Published	201380073134.X	12/19/2013
Congo, Democratic	Pending		12/19/2013

Republic of				
Ecuador	Published	IEPI-2015-31224	12/19/2013	
El Salvador	Published	E-5002-2015	12/19/2013	
Ethiopia	Pending	ET/PI/16/204	12/19/2013	
Eurasian Patent Organization	Published	201591027	12/19/2013	
Fiji	Published	1229	12/19/2013	
Grenada	Granted		12/19/2013	7/19/2016
Guyana	Pending	1656	12/19/2013	
Haiti	Pending		12/19/2013	
India	Pending	5535/DELNP/2015	12/19/2013	
Indonesia	Allowed	P00201503852	12/19/2013	
Indonesia	Pending	P00201607128	12/19/2013	
Jamaica	Pending	18/1/5740	12/19/2013	
Kiribati	Granted		12/19/2013	9/20/2016
Moldova	Pending	a20150064	12/19/2013	
Montserrat	Granted		12/19/2013 4 OF 2016	5/27/2016
Nepal	Pending	4	12/19/2013	
Pakistan	Pending	908/2013	12/20/2013	
Philippines	Published	1-2015-501445	12/19/2013	
Philippines	Pending	1-2016-500389	12/19/2013	
Seychelles	Pending	2822954	12/19/2013	
Sierra Leone	Pending		12/19/2013	
Solomon Islands	Granted		12/19/2013 J37/379	8/5/2016
South Africa	Pending	2015/04914	12/19/2013	
South Africa	Pending	2015/07997	12/19/2013	
South Korea	Pending	10-2015-7019194	12/19/2013	
Thailand	Pending	1501003563	12/19/2013	
Turks and Caicos Islands	Granted	10226	12/19/2013 10226	9/7/2016
Tuvalu	Granted	TVP2822954	12/19/2013 TVP2822954	8/15/2016
Vietnam	Granted	1-2015-02321	12/19/2013 15503	5/16/2016
Vietnam	Pending	1-2015-04199	12/19/2013	
Virgin Islands (British)	Granted	EP2822954	12/19/2013 427/5/2016	9/21/2016

(1091) Title: SODIUM (2R,5S,13AR)-7,9-DIOXO-10-((2,4,6- TRIFLUOROBENZYL)CARBAMOYL)-2,3,4,5,7,9,13,13A-OCTAHYDRO-2,5-METHANOPYRIDO[1',2':4,5]PYRAZINO[2,1-B]OXAZEPIN-8-OLATE

Country	Status	Application No.	FilingPatentIssue Date DateNo.
African Regional Industrial Property Organization	Pending	AP/P/2016/009591	6/19/2015

African Intellectual Property Organization (OAPI)	Pending	1201600454	6/19/2015
Bolivia	Published	SP 126-2015	6/19/2015
Bahamas	Allowed	2701	6/18/2015
China	Published	201580033152.40	6/19/2015
Cuba	Pending	2016-0187	6/19/2015
Dominican Republic	Published	P2016-0327	6/19/2015
Eurasian Patent Organization	Pending	201692414	6/19/2015
Ecuador	Published	IEPI-2016-95566	6/19/2015
El Salvador	Pending	2016005339	6/19/2015
Guatemala	Pending	A2016-000262	6/19/2015
Indonesia	Unfiled		
India	Pending	201617042937.00	6/19/2015
Nigeria	Pending	NG/PT/C/2016/2106	6/19/2015
Philippines	Pending		
Pakistan	Pending	382/2015	6/18/2015
Thailand	Pending		
Trinidad and Tobago	Pending	TT/A/2016/00132	6/19/2015
Vietnam	Pending		
South Africa	Pending	2016/08744	6/19/2015

(1147) Title: THERAPEUTIC COMPOSITIONS FOR TREATMENT OF HUMAN IMMUNODEFICIENCY VIRUS

Country	Status	Application No.	Filing DatePatent No.Issue Date
Bangladesh	Pending	272/2016	11/2/2016
Bolivia	Pending	SP-0260-2016	11/9/2016
Bahamas	Pending		11/8/2016
Pakistan	Pending	696/2016	11/9/2016
Patent Cooperation Treaty	Entered NP	US2016/060989	11/8/2016

(1062) Title: SYNTHESIS OF POLYCYCLIC-CARBAMOYLPYRIDONE COMPOUNDS

Country	Status	Application No.	FilingPatentIssue DateNo.Date
Bahamas	Allowed	2702	6/18/2015
China	Pending	201580033052.10	6/16/2015
Eurasian Patent Organization	Pending	201692412	6/16/2015
India	Pending	201717000457.00	6/16/2015
Patent Cooperation Treaty	Entered NP	US2015/036017	6/16/2015

(221) Title:NUCLEOTIDE ANALOGS

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
China (People's Republic)	Granted	7/25/1997	200810083233.70	200810083233.70	12/12/2012
China (People's Republic)	Granted	7/25/1997	97197460.8	ZL97197460.8	4/30/2008
India	Pending	7/25/1997	2076/DEL/1997		

(230) Title: NUCLEOTIDE ANALOG COMPOSITION AND SYNTHESIS METHOD

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
China (People's Republic)	Granted	7/23/1998	200510099916.80	ZL200510099916.8	9/24/2008
China (People's Republic)	Granted	7/23/1998	200410046290X	200410046290X	4/19/2006
India	Pending	7/24/1998	896/DEL/2002		
India	Pending	7/24/1998	963/DEL/2002		
India	Pending	7/24/1998	1362/DEL/2004		
India	Granted	7/24/1998	2174/DEL/1998	190780	3/15/2004
Indonesia	Granted	7/23/1998	W-991548	7658	4/11/2002

(692) Title: DIAMINOALKANE COMPOUNDS (VARIANTS) AND A METHOD OF PREPARING THEREOF (VARIANTS), A PHARMACEUTICAL COMPOSITION AND A THERAPEUTIC AGENT FOR INHIBITING CYTOCHROME-P450-MONOOXYGENASE, METHODS FOR TREATING AN HIV INFECTION AND VIRAL HEPATITS C, A METHOD OF MOD

Country	Status	Application No.	Filing Date	Patent No.Issue Date
African Intellectual Property Organization (OAPI)	Granted	1200800450	9/30/2009	14409
African Regional Industrial Property Organization	Granted	AP/P/2008/004720	9/30/2014	AP2985
Anguilla	Granted	AI/A/2015/00172	11/2/2015	AI/A/2015/00172
Armenia	Granted	200900155	11/28/2014	20489
China (People's Republic)	Granted	200780025607.30	5/29/2013	ZL200780025607.3
China (People's Republic)	Granted	201310141408.60	4/29/2015	ZL201310141408.6
Congo, Democratic	Pending	NP/004/EXT/2016		

Republic of				
Ethiopia	Granted	ET/PI/15/185	5/25/2016	134
Eurasian Patent Organization	Allowed	201270738		
Eurasian Patent Organization	Granted	200900155	11/28/2014	20489
Fiji	Published	1217		
Guyana	Published	1642		
Haiti	Pending			
India	Pending	10487/DELNP/2008		
Indonesia	Granted	W00200900061	8/12/2016	IDP00042227
Jamaica	Pending	18/1/5696		
Kazakhstan	Unfiled			
Kazakhstan	Granted	200900155	11/28/2014	20489
Kiribati	Granted	13/15	10/7/2015	13/15
Kyrgyz Republic	Granted	200900155	11/28/2014	20489
Moldova	Granted	200900155	11/28/2014	20489
Montserrat	Granted		9/23/2015	3 of 2015
Nauru	Pending			
Nepal	Pending	894		
Seychelles	Granted	2049506	5/25/2016	2049506
Sierra Leone	Pending	EP2049506		
Solomon Islands	Granted	J37/370	2/10/2016	J37/370
South Africa	Pending	2008/10399		
Tajikistan	Granted	200900155	11/28/2014	20489
Thailand	Published	701003404		
Turkmenistan	Granted	200900155	11/28/2014	20489
Turks and Caicos Islands	Pending	10214		
Tuvalu	Granted		11/7/2015	TVP2049506
Vietnam	Pending	1-2009-00240		
Vietnam	Pending	1-2012-02702		
Virgin Islands (British)	Granted	415/6/2015	12/1/2015	415/6/2015

(719) Title: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1200900273	6/30/2010	14749
African Regional Industrial Property Organization	Granted	AP/P/2009/004964	9/16/2014	AP2986

African Regional Industrial Property Organization	Granted	AP/P/2013/007042	11/30/2016	AP3915
Armenia	Granted	200901155	7/30/2014	19893
China (People's Republic)	Granted	201310326757.50	6/10/2015	10326757
China (People's Republic)	Granted	200880013255.40	8/28/2013	ZL200880013255.4
Eurasian Patent Organization	Granted	200901155	7/30/2014	19893
Fiji	Granted			
Indonesia	Granted	W00200902299	3/18/2015	IDP000038076
Kazakhstan	Granted	200901155	7/30/2014	19893
Kyrgyz Republic	Granted	200901155	7/30/2014	19893
Moldova	Granted	200901155	7/30/2014	19893
South Africa	Pending	2009/05882		
South Africa	Unfiled			
Tajikistan	Granted	200901155	7/30/2014	19893
Thailand	Pending	801000867		
Turkmenistan	Granted	200901155	7/30/2014	19893
Vietnam	Pending	1-2009-01990		
Vietnam	Pending	1-2012-02696		

(757) Title: THE USE OF SOLID CARRIER PARTICLES TO IMPROVE THE PROCESSABILITY OF A PHARMACEUTICAL AGENT

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201000364	9/28/2012	15589
African Regional Industrial Property Organization	Granted	AP/P/2010/005429	1/30/2015	3209
Armenia	Granted	201071173	3/31/2016	22950
Belarus	Granted	201071173	3/31/2016	22950
China (People's Republic)	Published	201510408376.00		
China (People's Republic)	Published	201310447258.10		
Ecuador	Pending	SP-10-10636		
Eurasian Patent Organization	Published	201591353		
Eurasian Patent Organization	Granted	201071173	3/31/2016	22950
India	Pending	7565/DELNP/2010		
Indonesia	Published	W00201004105		
Kazakhstan	Granted	201071173	3/31/2016	22950
Kyrgyz Republic	Granted	201071173	3/31/2016	22950
Moldova	Granted	201071173	3/31/2016	22950
South Africa	Granted	2010/08007	10/26/2011	2010/08007
Tajikistan	Granted	201071173	3/31/2016	22950

Turkmenistan	Granted 2010711733/31/201622950
Vietnam	Pending 1-2010-02929

(775) Title: METHOD OF PREPARING AN INHIBITOR OF CYTOCHROME P450 MONOOXYGENASE, AND INTERMEDIATES INVOLVED

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201100311.00	4/1/2010	15801
Bolivia	Abandoned	11-114.749	4/1/2010	
China	Granted	201080014307.70	4/1/2010	ZL201080014307.7
China	Published	201510160505.90	4/1/2010	
Eurasian Patent Organization	Granted	201190179.00	4/1/2010	22739
Eurasian Patent Organization	Published	201590979.00	4/1/2010	
Ecuador	Pending	SP-11-11391	4/1/2010	
Indonesia	Granted	W00201103554	4/1/2010	IDP000041448
India	Pending	7323/DELNP/2011	4/1/2010	
Pakistan	Pending	262/2010	3/31/2010	
Thailand	Published	1101002473.00	4/1/2010	
Vietnam	Pending	1-2011-02324	4/1/2010	
South Africa	Granted	2011/07430	4/1/2010	2011/07430

(895) Title: METHODS AND INTERMEDIATES FOR PREPARING PHARMACEUTICAL AGENTS

Country	Status	Application No.Filing DatePatent No.
China	Abandoned	201380007712.X
India	Abandoned	6192/DELNP/2014

(EMU-108) Title: Antiviral Activity and Resolution of 2-Hydroxymethyl-5-(5-Fluorocytosin-1-yl)- 1,3-Oxathiolane

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Philippines	Granted	1-1992-43955	2/20/92	1-1992-43955	2/20/09
Philippines	Granted	55191	12/27/96	1-1996-55191	3/9/07
Philippines	Granted	55192	2/20/92	55192	12/19/08
Philippines	Granted	55193	2/20/92	55193	12/19/08
Philippines	Granted	55194	2/20/92	55194	12/19/08

(EMU-4000) Title: 1,3-Oxathiolane Nucleoside Analogues

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Botswana	Granted	BW/A/1998/00163	4/27/98	BW/P/2002/00042	5/22/03
Domincan Republic	Granted	1793970004607.00	7/10/97	370	7/10/17
Honduras	Granted	PICA97118	8/18/97	3775	4/25/00
Jamaica	Granted	697267	7/8/97	3615	5/25/05
Nicaragua	Granted	97.0096	12/5/97	1134RPI	5/17/99

(TRI1010) Non-Homogenous Systems for the Resolution of Enantiomeric Mixtures

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
China	Granted	99811893.1	8-Oct-99	ZL99811893.1	28-Nov-07

(TRI1020) Method of Manufacture of 1,3-Oxathiolane Nucleosides

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
China	Granted	99809992.9	12-Aug-99	ZL99809992.9	10-Mar-04

(783) Title: TABLETS FOR COMBINATION THERAPY

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Pending	1201100281		
African Regional Industrial Property Organization	Granted	AP/P/2011/05857	5/6/2015	AP3250
Armenia	Granted	201190125	5/29/2015	21313
Azerbaijan	Granted	201190125	5/29/2015	21313
Bolivia	Pending	SP-00292010		
China (People's Republic)	Granted	201080006646.00	9/11/2013	ZL201080006646.0
Ecuador	Pending	SP-11-11307		
Eurasian Patent Organization	Published	201491658		
Eurasian Patent Organization	Granted	201190125	5/29/2015	21313
India	Pending	5823/DELNP/2011		
Indonesia	Granted	W00201103098	3/30/2016	IDP000040606
Kazakhstan	Granted	201190125	5/29/2015	21313
Kyrgyz Republic	Granted	201190125	5/29/2015	21313
Moldova	Granted	201190125	5/29/2015	21313
Pakistan	Allowed	94/2010		
Singapore	Published	2014007744		
South Africa	Granted	2011/06154	5/28/2014	2011/06154
Tajikistan	Granted	201190125	5/29/2015	21313

Thailand	Published	1101001423			
Turkmenistan	Granted	201190125	5/29/2015	21313	
Vietnam	Pending	1-2011-02035			

TAF-Quad Patents

(249) Title: PRODRUGS OF PHOSPHONATE NUCLEOTIDE ANALOGUES AND METHODS FOR SELECTING AND MAKING SAME

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Granted	1200300003	7/20/2001	12393	12/29/2003
African Regional Industrial Property Organization	Granted	2003/002724	7/20/2001	AP 1466	9/22/2005
Anguilla	Granted	AI/A/2015/00173	7/20/2001	AI/A/2015/00173	11/2/2015
China (People's Republic)	Granted	1813161.1	7/20/2001	ZL01813161.1	12/27/2006
China (People's Republic)	Granted	200410097845.30	7/20/2001	ZL200410097845.3	7/16/2008
Congo, Democratic Republic of	Granted	NP/002/EXT/2016	7/20/2001	2016/4386	11/11/2016
Ethiopia	Granted	ET/PI/15/184	7/20/2001	135	5/25/2016
Eurasian Patent Organization	Granted	200300188	7/20/2001	4926	10/28/2004
Falkland Islands (Malvinas)	Granted		7/20/2001	15365	8/25/2015
Fiji	Published	1214	7/20/2001		
Grenada	Granted	7 of 2015	7/20/2001	7 of 2015	10/6/2015
Guyana	Published	1641	7/20/2001		
Haiti	Pending		7/20/2001		
India	Granted	9/MUMNP/2003	7/20/2001	208435	7/27/2007
India	Granted	00529/MUMNP/2006	7/20/2001	241597	7/14/2010
Indonesia	Granted	W-00200602129	7/20/2001	IDP0022897	2/20/2009
Indonesia	Granted	W-00200804005	7/20/2001	IDP000040148	2/15/2016
Indonesia	Granted	W00200300261	7/20/2001	IDP0022911	2/20/2009
Jamaica	Pending	18/1/5695	7/20/2001		
Kiribati	Granted	14/15	7/20/2001	14/15	10/7/2015
Montserrat	Granted	1961695.2	7/20/2001	1301519	9/23/2015
Nepal	Pending	669	7/20/2001		
Seychelles	Granted	1301519	7/20/2001	1301519	5/25/2016

Sierra Leone	Pending	EP1301519	7/20/2001	
Solomon Islands	Granted	J37/371	7/20/2001 J37/371	3/3/2016
South Africa	Granted	2002/10271	7/20/2001 2002/10271	12/31/2003
Turks and Caicos Islands	Pending	10213	7/20/2001	
Tuvalu	Granted		2/25/2015 TVP1301519	1/6/2016
Vietnam	Granted	1-2002-01193	7/20/2001 8475	5/24/2010
Virgin Islands (British)	Granted	414/5/2015	7/20/2001 414/5/2015	12/1/2015

(872) Title: TENOFOVIR ALAFENAMIDE HEMIFUMARATE

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Granted	1201400057	8/15/2012	17070	6/29/2015
African Regional Industrial Property Organization	Granted	AP/P/2014/007437	8/15/2012	3639	3/31/2016
Bahamas	Granted	2441	8/15/2012	2441	6/19/2014
Bolivia	Pending	SP-0277-2012	8/15/2012		
China (People's Republic)	Published	201280039891.00	8/15/2012		
Ecuador	Pending	SP-14-13206-PCT	8/15/2012		
El Salvador	Pending	E-4659-2014	8/15/2012		
Eurasian Patent Organization	Published	201490208	8/15/2012		
India	Pending	1012/DELNP/2014	8/15/2012		
Indonesia	Published	P00201400805	8/15/2012		
Moldova	Pending	A20140011	8/15/2012		
Pakistan	Pending	539/2012	8/15/2012		
Philippines	Granted	1-2014-500349	8/15/2012	1-2014-500349	2/29/2016
South Africa	Allowed	2014/00582	8/15/2012		
Thailand	Pending	1401000784	8/15/2012		
Vietnam	Pending	1-2014-00440	8/15/2012		

(877) Title: METHODS FOR PREPARING ANTI-VIRAL NUCLEOTIDE ANALOGS

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Bahamas	Granted	2455	10/3/2012	2455	6/24/2014
Bolivia	Granted	SP-0352-2012	10/3/2012	6385-B	11/26/2014
China (People's Republic)	Published	201280048965.70	10/3/2012		
Ecuador	Published	IEPI-2014-74	10/3/2012		
El Salvador	Published	E-4696/2014	10/3/2012		

Eurasian Patent Organization	Allowed	201490753	10/3/2012
India	Published	2953/DELNP/2014	10/3/2012
Pakistan	Pending	671/2012	10/3/2012

(692) Title: DIAMINOALKANE COMPOUNDS (VARIANTS) AND A METHOD OF PREPARING THEREOF (VARIANTS), A PHARMACEUTICAL COMPOSITION AND A THERAPEUTIC AGENT FOR INHIBITING CYTOCHROME-P450-MONOOXYGENASE, METHODS FOR TREATING AN HIV INFECTION AND VIRAL HEPATITS C, A METHOD OF MOD

Country	Status	Application No.	Filing Date	Patent No.Issue Date
African Intellectual Property Organization (OAPI)	Granted	1200800450	9/30/2009	14409
African Regional Industrial Property Organization	Granted	AP/P/2008/004720	9/30/2014	AP2985
Anguilla	Granted	AI/A/2015/00172	11/2/2015	AI/A/2015/00172
Armenia	Granted	200900155	11/28/2014	20489
China (People's Republic)	Granted	200780025607.30	5/29/2013	ZL200780025607.3
China (People's Republic)	Granted	201310141408.60	4/29/2015	ZL201310141408.6
Congo, Democratic Republic of	Pending	NP/004/EXT/2016		
Ethiopia	Granted	ET/PI/15/185	5/25/2016	134
Eurasian Patent Organization	Allowed	201270738		
Eurasian Patent Organization	Granted	200900155	11/28/2014	20489
Fiji	Published	1217		
Guyana	Published	1642		
Haiti	Pending			
India	Pending	10487/DELNP/2008		
Indonesia	Granted	W00200900061	8/12/2016	IDP00042227
Jamaica	Pending	18/1/5696		
Kazakhstan	Unfiled			
Kazakhstan	Granted	200900155	11/28/2014	20489
Kiribati	Granted	13/15	10/7/2015	13/15
Kyrgyz Republic	Granted	200900155	11/28/2014	20489
Moldova	Granted	200900155	11/28/2014	20489
Montserrat	Granted		9/23/2015	3 of 2015
Nauru	Pending			

Nepal	Pending	894		
Seychelles	Granted	2049506	5/25/2016	2049506
Sierra Leone	Pending	EP2049506		
Solomon Islands	Granted	J37/370	2/10/2016	J37/370
South Africa	Pending	2008/10399		
Tajikistan	Granted	200900155	11/28/2014	20489
Thailand	Published	701003404		
Turkmenistan	Granted	200900155	11/28/2014	20489
Turks and Caicos Islands	Pending	10214		
Tuvalu	Granted		11/7/2015	TVP2049506
Vietnam	Pending	1-2009-00240		
Vietnam	Pending	1-2012-02702		
Virgin Islands (British)	Granted	415/6/2015	12/1/2015	415/6/2015

(719) Title: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1200900273	6/30/2010	14749
African Regional Industrial Property Organization	Granted	AP/P/2009/004964	9/16/2014	AP2986
African Regional Industrial Property Organization	Granted	AP/P/2013/007042	11/30/2016	AP3915
Armenia	Granted	200901155	7/30/2014	19893
China (People's Republic)	Granted	201310326757.50	6/10/2015	10326757
China (People's Republic)	Granted	200880013255.40	8/28/2013	ZL200880013255.4
Eurasian Patent Organization	Granted	200901155	7/30/2014	19893
Fiji	Granted			
Indonesia	Granted	W00200902299	3/18/2015	IDP000038076
Kazakhstan	Granted	200901155	7/30/2014	19893
Kyrgyz Republic	Granted	200901155	7/30/2014	19893
Moldova	Granted	200901155	7/30/2014	19893
South Africa	Pending	2009/05882		
South Africa	Unfiled			
Tajikistan	Granted	200901155	7/30/2014	19893
Thailand	Pending	801000867		
Turkmenistan	Granted	200901155	7/30/2014	19893
Vietnam	Pending	1-2009-01990		
Vietnam	Pending	1-2012-02696		

(757) Title: THE USE OF SOLID CARRIER PARTICLES TO IMPROVE THE PROCESSABILITY OF A PHARMACEUTICAL AGENT

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201000364	9/28/2012	15589
African Regional Industrial Property Organization	Granted	AP/P/2010/005429	1/30/2015	3209
Armenia	Granted	201071173	3/31/2016	22950
Belarus	Granted	201071173	3/31/2016	22950
China (People's Republic)	Published	201510408376.00		
China (People's Republic)	Published	201310447258.10		
Ecuador	Pending	SP-10-10636		
Eurasian Patent Organization	Published	201591353		
Eurasian Patent Organization	Granted	201071173	3/31/2016	22950
India	Pending	7565/DELNP/2010		
Indonesia	Published	W00201004105		
Kazakhstan	Granted	201071173	3/31/2016	22950
Kyrgyz Republic	Granted	201071173	3/31/2016	22950
Moldova	Granted	201071173	3/31/2016	22950
South Africa	Granted	2010/08007	10/26/2011	2010/08007
Tajikistan	Granted	201071173	3/31/2016	22950
Turkmenistan	Granted	201071173	3/31/2016	22950
Vietnam	Pending	1-2010-02929		

(775) Title: METHOD OF PREPARING AN INHIBITOR OF CYTOCHROME P450 MONOOXYGENASE, AND INTERMEDIATES INVOLVED

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201100311.00	4/1/2010	15801
Bolivia	Abandoned	11-114.749	4/1/2010	
China	Granted	201080014307.70	4/1/2010	ZL201080014307.7
China	Published	201510160505.90	4/1/2010	
Eurasian Patent Organization	Granted	201190179.00	4/1/2010	22739
Eurasian Patent Organization	Published	201590979.00	4/1/2010	
Ecuador	Pending	SP-11-11391	4/1/2010	
Indonesia	Granted	W00201103554	4/1/2010	IDP000041448
India	Pending	7323/DELNP/2011	4/1/2010	
Pakistan	Pending	262/2010	3/31/2010	

Thailand	Published	1101002473.00	4/1/2010
Vietnam	Pending	1-2011-02324	4/1/2010
South Africa	Granted	2011/07430	4/1/2010 2011/07430

(895) Title: METHODS AND INTERMEDIATES FOR PREPARING PHARMACEUTICAL AGENTS

Country	Status	Application No.Filing DatePatent No.
China	Abandoned	201380007712.X
India	Abandoned	6192/DELNP/2014

(899) Title: THERAPEUTIC COMPOUNDS

Country	Status	Application No.	FilingPatentIssue Date DateNo.
China (People's Republic)	Published	201380007670.X	2/1/2013
Eurasian Patent Organization	Published	201491287	2/1/2013
India	Pending	7100/DELNP/2014	2/1/2013

(EMU-108) Title: Antiviral Activity and Resolution of 2-Hydroxymethyl-5-(5-Fluorocytosin-1-yl)- 1,3-Oxathiolane

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Philippines	Granted	1-1992-43955	2/20/92	1-1992-43955	2/20/09
Philippines	Granted	55191	12/27/96	1-1996-55191	3/9/07
Philippines	Granted	55192	2/20/92	55192	12/19/08
Philippines	Granted	55193	2/20/92	55193	12/19/08
Philippines	Granted	55194	2/20/92	55194	12/19/08

(EMU-4000) Title: 1,3-Oxathiolane Nucleoside Analogues

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Botswana	Granted	BW/A/1998/00163	4/27/98	BW/P/2002/00042	5/22/03
Domincan Republic	Granted	1793970004607.00	7/10/97	370	7/10/17
Honduras	Granted	PICA97118	8/18/97	3775	4/25/00
Jamaica	Granted	697267	7/8/97	3615	5/25/05
Nicaragua	Granted	97.0096	12/5/97	1134RPI	5/17/99

(TRI1010) Non-Homogenous Systems for the Resolution of Enantiomeric Mixtures

Country	Status	Application No.	Filing Date	Patent No.	Issue Date

China	Granted	99,811,893.1	8-Oct-99	ZL99811893.1	28-Nov-07

(TRI1020) Method of Manufacture of 1,3-Oxathiolane Nucleosides

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
China	Granted	99809992.9	12-Aug-99	ZL99809992.9	10-Mar-04

For purposes of this Appendix 2, references to “PCT,“OAPI,” “EAPO” and “ARIPO” shall not be construed or interpreted to grant rights to Licensee in any country other than those countries expressly included within the licenses granted to Licensee in Sections 2.2 and 2.3 of this Agreement.

APPENDIX 3
Emtricitabine Patents

(EMU-108) Title: Antiviral Activity and Resolution of 2-Hydroxymethyl-5-(5-Fluorocytosin-1-yl)- 1,3-Oxathiolane

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Philippines	Granted	1-1992-43955	2/20/92	1-1992-43955	2/20/09
Philippines	Granted	55191	12/27/96	1-1996-55191	3/9/07
Philippines	Granted	55192	2/20/92	55192	12/19/08
Philippines	Granted	55193	2/20/92	55193	12/19/08
Philippines	Granted	55194	2/20/92	55194	12/19/08

(EMU-4000) Title: 1,3-Oxathiolane Nucleoside Analogues

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Botswana	Granted	BW/A/1998/00163	4/27/98	BW/P/2002/00042	5/22/03
Dominican Republic	Granted	1793970004607.00	7/10/97	370	7/10/17
Honduras	Granted	PICA97118	8/18/97	3775	4/25/00
Jamaica	Granted	697267	7/8/97	3615	5/25/05
Nicaragua	Granted	97.0096	12/5/97	1134RPI	5/17/99

(TRI1010) Non-Homogenous Systems for the Resolution of Enantiomeric Mixtures

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
China	Granted	99811893.1	8-Oct-99	ZL99811893.1	11/28/07

(TRI1020) Method of Manufacture of 1,3-Oxathiolane Nucleosides

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
China	Granted	99809992.9	12-Aug-99	ZL99809992.9	3/10/04

(270) Title: COMPOSITIONS AND METHODS FOR COMBINATION ANTIVIRAL THERAPY

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
Armenia	Granted	1/13/2004	200501134	15145	6/13/2011
China (People's Republic)	Published	1/13/2004	201510697340.90		
China (People's Republic)	Granted	1/13/2004	201210094391.90	ZL201210094391.9	2/24/2016
China (People's Republic)	Granted	1/13/2004	200480002190.50	200480002190.50	6/6/2012
Eurasian Patent Organization	Published	1/13/2004	201100293		

Eurasian Patent Organization	Granted	1/13/2004	200501134	15145	6/13/2011
Kazakhstan	Granted	1/13/2004	200501134	15145	6/13/2011
Kazakhstan	Pending		200501134 (PTE Application)		
Kyrgyz Republic	Granted	1/13/2004	200501134	15145	6/13/2011
Kyrgyz Republic	Granted		200501134 (PTE Application)	15145	5/31/2012
Moldova	Granted	1/13/2004	200501134	15145	6/13/2011
Tajikistan	Granted	1/13/2004	200501134	15145	6/13/2011
Turkmenistan	Granted	1/13/2004	200501134	15145	6/13/2011
Turkmenistan	Pending		200501134 (PTE Application)		

(677) Title: A PHARMACEUTICAL COMPOSITION, A METHOD OF PREPARING THEREOF, AND A METHOD OF TREATING VIRAL DISEASES USING SAID COMPOSITION

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
Armenia	Granted	6/13/2006	200800033	17764	3/29/2013
China (People's Republic)	Granted	6/13/2006	200680026866.30	200680026866.30	3/27/2013
Eurasian Patent Organization	Published	6/13/2006	201201265		
Eurasian Patent Organization	Granted	6/13/2006	200800033	17764	3/29/2013
India	Pending	6/13/2006	9661/DELNP/2007		
Kazakhstan	Granted	6/13/2006	200800033	17764	3/29/2013
Kyrgyz Republic	Granted	6/13/2006	200800033	17764	3/29/2013
Moldova	Granted	6/13/2006	200800033	17764	3/29/2013
South Africa	Granted	6/13/2006	2008/00297	2008/00297	4/28/2010
Tajikistan	Granted	6/13/2006	200800033	17764	3/29/2013
Turkmenistan	Granted	6/13/2006	200800033	17764	3/29/2013

APPENDIX 4

Countries in the COBI Territory

1. Afghanistan
2. Angola
3. Anguilla
4. Antigua and Barbuda
5. Armenia
6. Aruba
7. Bahamas
8. Bangladesh
9. Barbados
10. Belarus
11. Belize
12. Benin
13. Bhutan
14. Bolivia
15. Botswana
16. British Virgin Islands
17. Burkina Faso
18. Burundi
19. Cambodia
20. Cameroon
21. Cape Verde
22. Central African Republic
23. Chad
24. Comoros
25. Congo, Rep
26. Congo, Dem. Rep. of the
27. Côte d'Ivoire
28. Cuba
29. Djibouti
30. Dominica
31. Dominican Republic
32. Ecuador
33. El Salvador
34. Equatorial Guinea
35. Eritrea
36. Ethiopia
37. Fiji Islands
38. Gabon
39. Gambia
40. Georgia
41. Ghana
42. Grenada
43. Guatemala
44. Guinea
45. Guinea-Bissau
46. Guyana
47. Haiti
48. Honduras
49. India
50. Indonesia
51. Jamaica
52. Kazakhstan
53. Kenya
54. Kiribati
55. Kyrgyzstan
56. Lao, People's Dem. Rep.
57. Lesotho
58. Liberia
59. Madagascar
60. Malawi
61. Malaysia
62. Maldives
63. Mali
64. Mauritania
65. Mauritius
66. Moldova, Rep. of
67. Mongolia
68. Montserrat
69. Mozambique
70. Myanmar
71. Namibia
72. Nauru
73. Nepal
74. Nicaragua
75. Niger
76. Nigeria
77. Pakistan
78. Palau
79. Papua NewGuinea
80. Phillipines
81. Rwanda
82. Saint Kitts and Nevis
83. Saint Lucia
84. Saint Vincent & the Grenadines
85. Samoa
86. São Tomé and Príncipe
87. Senegal
88. Seychelles
89. Sierra Leone
90. Solomon Islands
91. Somalia
92. South Africa
93. South Sudan
94. Sri Lanka
95. Sudan
96. Surinam
97. Swaziland
98. Syrian Arab Republic
99. Tajikistan
100. Tanzania, U. Rep. of
101. Thailand
102. Timor-Leste
103. Togo
104. Tonga
105. Trinidad and Tobago
106. Turkmenistan
107. Turks and Caicos
108. Tuvalu
109. Uganda
110. Ukraine
111. Uzbekistan
112. Vanuatu
113. Vietnam
114. Yemen
115. Zambia
116. Zimbabwe

APPENDIX 5

Countries in the EVG- Quad Territory

1. Afghanistan
2. Angola
3. Anguilla
4. Antigua and Barbuda
5. Armenia
6. Bahamas
7. Bangladesh
8. Barbados
9. Belize
10. Benin
11. Bhutan
12. Bolivia
13. Botswana
14. British Virgin Islands
15. Burkina Faso
16. Burundi
17. Cambodia
18. Cameroon
19. Cape Verde
20. Central African Republic
21. Chad
22. Comoros
23. Congo, Rep
24. Congo, Dem. Rep. of the
25. Côte d'Ivoire
26. Cuba
27. Djibouti
28. Dominica
29. Ecuador
30. El Salvador
31. Equatorial Guinea
32. Eritrea
33. Ethiopia
34. Fiji Islands, Rep. of the
35. Gabon
36. Gambia
37. Georgia
38. Ghana
39. Grenada
40. Guatemala
41. Guinea
42. Guinea-Bissau
43. Guyana
44. Haiti
45. Honduras
46. India
47. Indonesia
48. Jamaica
49. Kazakhstan
50. Kenya
51. Kiribati
52. Kyrgyzstan
53. Lao People's Dem. Rep.
54. Lesotho
55. Liberia
56. Madagascar
57. Malawi
58. Maldives
59. Mali
60. Mauritania
61. Mauritius
62. Moldova, Rep. of
63. Mongolia
64. Mozambique
65. Myanmar
66. Namibia
67. Nauru
68. Nepal
69. Nicaragua
70. Niger
71. Nigeria
72. Pakistan
73. Palau
74. Papua New Guinea
75. Rwanda
76. Saint Kitts and Nevis
77. Saint Lucia
78. Saint Vincent & the Grenadines
79. Samoa
80. São Tomé and Príncipe
81. Senegal
82. Seychelles
83. Sierra Leone
84. Solomon Islands
85. Somalia
86. South Africa
87. South Sudan
88. Sri Lanka
89. Sudan
90. Suriname
91. Swaziland
92. Syrian Arab Republic
93. Tajikistan
94. Tanzania, U. Rep. of
95. Thailand
96. Timor-Leste
97. Togo
98. Tonga
99. Trinidad and Tobago
100. Turkmenistan
101. Turks and Caicos
102. Tuvalu
103. Uganda
104. Uzbekistan
105. Vanuatu
106. Vietnam
107. Yemen
108. Zambia
109. Zimbabwe

APPENDIX 6

Countries in the BIC Territory

1. Afghanistan
2. Angola
3. Anguilla
4. Antigua and Barbuda
5. Armenia
6. Aruba
7. Bahamas
8. Bangladesh
9. Barbados
10. Belarus
11. Belize
12. Benin
13. Bhutan
14. Bolivia
15. Botswana
16. British Virgin Islands
17. Burkina Faso
18. Burundi
19. Cambodia
20. Cameroon
21. Cape Verde
22. Central African Republic
23. Chad
24. Comoros
25. Congo, Rep
26. Congo, Dem. Rep. of the
27. Côte d'Ivoire
28. Cuba
29. Djibouti
30. Dominica
31. Dominican Republic
32. Ecuador
33. El Salvador
34. Equatorial Guinea
35. Eritrea
36. Ethiopia
37. Fiji Islands
38. Gabon
39. Gambia
40. Georgia
41. Ghana
42. Grenada
43. Guatemala
44. Guinea
45. Guinea-Bissau
46. Guyana
47. Haiti
48. Honduras
49. India
50. Indonesia
51. Jamaica
52. Kazakhstan
53. Kenya
54. Kiribati
55. Kyrgyzstan
56. Lao, People's Dem. Rep.
57. Lesotho
58. Liberia
59. Madagascar
60. Malawi
61. Malaysia
62. Maldives
63. Mali
64. Mauritania
65. Mauritius
66. Moldova, Rep. of
67. Mongolia
68. Montserrat
69. Mozambique
70. Myanmar
71. Namibia
72. Nauru
73. Nepal
74. Nicaragua
75. Niger
76. Nigeria
77. Pakistan
78. Palau
79. Papua NewGuinea
80. Phillipines
81. Rwanda
82. Saint Kitts and Nevis
83. Saint Lucia
84. Saint Vincent & the Grenadines
85. Samoa
86. São Tomé and Príncipe
87. Senegal
88. Seychelles
89. Sierra Leone
90. Solomon Islands
91. Somalia
92. South Africa
93. South Sudan
94. Sri Lanka
95. Sudan
96. Surinam
97. Swaziland
98. Syrian Arab Republic
99. Tajikistan
100. Tanzania, U. Rep. of
101. Thailand
102. Timor-Leste
103. Togo
104. Tonga
105. Trinidad and Tobago
106. Turkmenistan
107. Turks and Caicos
108. Tuvalu
109. Uganda
110. Ukraine
111. Uzbekistan
112. Vanuatu
113. Vietnam
114. Yemen
115. Zambia
116. Zimbabwe

[APPENDIX 8-D FOR LICENSEES IN SOUTH AFRICA]
FIRST AMENDMENT
TO
LICENSE AGREEMENT

This FIRST AMENDMENT TO LICENSE AGREEMENT (this "**Amendment**") is made as of **[Insert Date]** (the "**Amendment Effective Date**") by and among **Gilead Sciences, Inc.** a Delaware corporation having its principal place of business at 333 Lakeside Drive, Foster City, California 94404, USA ("**Gilead**"), the **Medicines Patent Pool**, a non-profit foundation registered under the laws of Switzerland, and having a principal place of business at Rue de Varembé 7, 1202 Geneva, Switzerland ("**MPP**"), and _____ a company registered under the laws of South Africa, and having a registered office at _____ , South Africa ("**Licensee**").

RECITALS

WHEREAS, Gilead, MPP, and Licensee entered into that certain License Agreement effective as of _____ (the "**Agreement**"), pursuant to which MPP granted Licensee certain licenses with respect to Gilead's proprietary pharmaceutical agents tenofovir alafenamide, tenofovir disoproxil fumurate, elvitegravir, and cobicistat for treatment of HIV and HBV in developing world countries; and

WHEREAS, Gilead, MPP, and Licensee wish to amend the Agreement to add certain licenses with respect to Gilead's proprietary pharmaceutical agent bictegravir for treatment of HIV in developing world countries, in accordance with the terms and conditions of this Amendment, all as more fully described below.

NOW, THEREFORE, Gilead, MPP, and Licensee agree as follows:

1. Definitions.

   a. The definitions of the below terms are hereby deleted from Section 1 of the Agreement and replaced as follows:

   "**Active Pharmaceutical Ingredient**" or "**API**" shall mean one or more of the following active pharmaceutical ingredients: tenofovir alafenamide ("**TAF**"), tenofovir disoproxil fumarate ("**TDF**"), elvitegravir ("**EVG**"), cobicistat ("**COBI**"), and bictegravir ("**BIC**").

   "**Combination Products**" shall mean COBI Combination Products, EVG Combination Products, TDF Combination Products, TAF Combination Products, BIC Combination Products, and Quad Products.

   "**Patents**" shall mean (a) the patents and patent applications set forth in Appendix 2 hereto and (b) any other patents or patent applications (and resulting patents therefrom) that are in the Territory and owned or controlled by Gilead and its Affiliates during the term of this Agreement including to the extent falling within clause (b) of this definition (i) those patents and patent applications exclusively

licensed by Gilead from Japan Tobacco pursuant to the Japan Tobacco Agreement and (ii) those patents and patent applications claiming improvements or modifications to the manufacture of API, in the case of each patent and patent application referenced in clauses (a) and (b) solely to the extent necessary for Licensee to practice the licenses granted in Section 2 hereof.

"**Product**" shall mean COBI Product, EVG Product, TAF Product, TDF Product, COBI Combination Product, EVG Combination Product, TAF Combination Product, TDF Combination Product, BIC Product, BIC Combination Products, and the Quad Products.

"**Territory**" shall mean the TDF-TAF Territory, the COBI Territory, the EVG-Quad Territory, and the BIC Territory.

b. The below terms are hereby added to Section 1 of the Agreement and are defined as follows:

"**BIC Combination Product**" shall mean a pharmaceutical product containing BIC in combination with any other active pharmaceutical ingredient other than TAF, TDF, EVG, or COBI (in each case subject to the restrictions set forth in Section 4 of this Amendment, including any co formulation, co-packaged product, bundled product, or other type of combination product.

"**BIC Product**" shall mean a formulated and finished pharmaceutical product containing BIC as its sole active pharmaceutical ingredient.

"**BIC Territory**" shall mean those countries listed on Appendix 7.

c. All capitalized terms not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.

2. API License. Section 2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"API License. Subject to the terms and conditions of this Agreement, MPP hereby grants to Licensee a royalty-free, non-exclusive, non-sublicensable (other than a sublicense to an Affiliate in accordance with Section 2.3 below), non-transferable license under the Licensed Technology to (i) make API in South Africa solely for the purposes of exercising the licenses described in this Section 2.1; (ii) offer for sale and sell such API to Licensed Product Suppliers in India, China and South Africa for use solely for purposes set forth in the Licensed Product Suppliers' direct or indirect license from Gilead as set forth in the definition of Licensed Product Suppliers; (iii) import Licensed API into South Africa for purposes of exercising the license set forth in Section 2.2 or (iv) use API for Licensee's own internal use in the applicable Territory. For clarity, the license granted in this Section 2.1 does not include, expressly or by implication, a license under any Gilead intellectual property right to manufacture, sell or distribute any active pharmaceutical ingredient owned or controlled by Gilead other than TAF, TDF, EVG, COBI, and BIC."

3. Product License. Section 2.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Product License. Subject to the terms and conditions of this Agreement, MPP hereby grants to Licensee a royalty-bearing, non-exclusive, non-sublicensable (other than a sublicense to an Affiliate in accordance with Section 2.3 below), non-transferable license under the Licensed Technology solely to make Product in South Africa and sell, have sold, offer for sale, export from South Africa and import (i) TAF Product, TAF Combination Product, TDF Product and TDF Combination Products in the Field in the TDF-TAF Territory, (ii) EVG Product, EVG Combination Products and the Quad Products in the Field in the EVG-Quad Territory, (iii) COBI Products and COBI Combination Products in the Field and in the COBI Territory, and
(iv) BIC Product and BIC Combination Products in the Field and in the BIC Territory; provided that in each case such Products shall be made only from Licensed API. For clarity,
(a) the licenses granted in this Section 2.2 do not include, expressly or by implication, a license under any Gilead intellectual property right to manufacture, sell or distribute any product containing active pharmaceutical ingredients owned or controlled by Gilead other than Products containing TAF, TDF, EVG, COBI, and BIC, and (b) notwithstanding the foregoing, the licenses granted under this Section 2.2 shall not extend to any active pharmaceutical ingredient included within a Product other than TAF, TDF, EVG, COBI, and BIC."

4. Affiliates. Section 2.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Affiliates. Licensee may grant sublicenses under the licenses granted in Section 2.1 or Section 2.2 to its Affiliates located in South Africa upon prior written notice to Gilead and MPP. Upon Gilead's or MPP's request, Licensee shall provide Gilead and/or MPP (as applicable) with the written copies of the applicable sublicense agreement with such Affiliate(s). Further upon Gilead's or MPP's request, Licensee shall name Gilead and/or MPP (as applicable) as a third party beneficiary in any such sublicense agreement, in which case Licensee shall consent and hereby does consent to Gilead's and/or MPP's (as applicable) enforcement of such sublicense agreement to the extent relating to the obligations that Licensee is required hereunder to impose on its Affiliates. Licensee shall ensure that any such Affiliate complies with all the terms of this Agreement as if they were a party to this Agreement, and Licensee will be liable for the activities of such Affiliates as if such activities were performed by Licensee."

5. Product Sales.

   a. Section 2.5(b) of the Agreement is hereby amended to delete the first paragraph of such Section which is hereby replaced with the following:

   "Subject to Sections 10.3(c) and 10.3(d) of the Agreement, Licensee agrees that it will not sell, offer for sale, or assist third parties (including Affiliates) in selling Product *except for* the sale and offer for sale of (A) TAF Product, TAF Combination, TDF Product and TDF Combination Product for use in the Field in and in the countries of the TDF-TAF Territory, (B) COBI Product and COBI Combination Product for use in the Field and in the countries of the COBI Territory, (C) EVG Product, EVG Combination Product and Quad Product for use in the Field and in the

countries of the EVG-Quad Territory, and (D) BIC Product and BIC Combination Product for use in the Field and in the countries of the BIC Territory."

b. Section 2.5(b)(ii) is hereby deleted in its entirety and replaced with the following:

"Licensee agrees that it will not administer BIC to humans, or sell Products containing BIC until Gilead has obtained marketing approval for a Product containing BIC from the FDA."

6. Limitations on Product Combinations. Licensee will be allowed to manufacture and sell BIC in combination with other active pharmaceutical ingredients in the BIC Territory, provided in each case (A) Licensee has the legal right to manufacture and sell such other active pharmaceutical ingredients in the applicable country in the BIC Territory, and (B) such manufacture and sale is in accordance with the licenses granted herein.

7. Gilead Distributors. Section 2.5(d)(i) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Licensee may elect to sell finished Product in the Territory to any Gilead Distributor, provided, however, that (A) Licensee may only sell and offer for sale TAF Product, TAF Combination Product, TDF Product and TDF Combination Product to Gilead Distributors to sell in the TDF-TAF Territory, and may not sell or offer for sale TAF Product, TAF Combination Product, TDF Product or TDF Combination Product outside the TDF-TAF Territory, and may not import TAF Product or TAF Combination Product into any country outside the TDF-TAF Territory, (B) Licensee may only sell and offer for sale COBI Product and COBI Combination Product to Gilead Distributors to sell in the COBI Territory, and may not sell or offer for sale COBI Product or COBI Combination Product outside the COBI Territory, and may not import COBI Product or COBI Combination Product into any country outside the COBI Territory, (C) Licensee may only sell and offer for sale EVG Product, EVG Combination Product and Quad Product to Gilead Distributors to sell in the EVG-Quad Territory, and may not sell or offer for sale EVG Product, EVG Combination Product or Quad Product outside the EVG-Quad Territory, and may not import EVG Product, EVG Combination Product or Quad Product into any country outside the EVG- Quad Territory,
(D) Licensee may only sell and offer for sale BIC Product and BIC Combination Product to Gilead Distributors to sell in the BIC Territory, and may not sell or offer for sale BIC Product or BIC Combination Product outside the BIC Territory, and may not import BIC Product or BIC Combination Product into any country outside the BIC Territory, and (E) Licensee shall only sell to such Gilead Distributor those Products that are bioequivalent to the branded products Gilead has granted such Gilead Distributor the right to sell in such country of the applicable Territory. Licensee shall only allow such Gilead Distributor to sell such Product in the countries within the country of the applicable Territory for which such Gilead Distributor has the right to sell branded Gilead product. For example, Licensee shall not sell to a Gilead Distributor (X) a Product containing TDF, emtricitabine (FTC) and efavirenz in a particular country in the TDF-TAF Territory, unless Gilead has granted such distributor the right to sell a branded product containing TDF, FTC and efavirenz in such country in the TDF-TAF Territory, or (Y) a Product containing both TDF and 3TC or both TAF and 3TC."

8. Third Party Reseller Agreements. Section 2.5(e) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Gilead/MPP Approval of Third Party Reseller Agreements. Licensee shall not enter into any agreements with Third Party Resellers on terms inconsistent with this Agreement without obtaining Gilead's prior written approval. If Licensee enters into an agreement with any Third Party Reseller, then Licensee shall notify Gilead and MPP in writing, and shall certify that its arrangement with such Third Party Reseller is consistent with the terms and conditions of this Agreement. Upon Gilead's or MPP's request, Licensee shall provide Gilead and/or MPP (as applicable) with written copies of all agreements executed between Licensee and Third Party Resellers. Further upon Gilead's or MPP's request, Licensee shall name Gilead and/or MPP (as applicable) as a third party beneficiary in any such agreements, in which case Licensee shall consent and hereby does consent to Gilead's and/or MPP's (as applicable) enforcement of such agreements to the extent relating to the obligations that Licensee is required hereunder to impose upon Third Party Resellers. Gilead and/or MPP shall have the right to review all such agreements to verify consistency with the terms and conditions of this Agreement. In the event that any inconsistency is found which had not been specifically discussed and agreed with Gilead, then Gilead and/or MPP shall have the right to require Licensee to terminate such agreement. To the extent any such agreements relate to EVG, EVG Product, EVG Combination Product, or Quad Product, Gilead shall also have the right to share such agreements with Japan Tobacco."

9. Termination of Third Party Agreement by Gilead. Section 2.5(g) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Termination of Third Party Agreements by Gilead. Gilead may terminate the right of Licensee to sell Product to any Third Party Reseller pursuant to this Section 2.5, if Gilead believes in good faith that the Third Party Reseller is not acting in a way that is consistent with Licensee's covenants under this Agreement, or if Licensee does not terminate Licensee's agreement with such Third Party Reseller under the circumstances described in Section 2.5(e) or Section 2.5(f)."

10. No Other Licenses. Section 2.6(d)(ii) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Except as expressly set forth in this Agreement, MPP does not grant any license under any of Gilead's intellectual property rights (including, without limitation, patents or rights to any proprietary compounds or drug substances other than API) to Licensee."

11. Sourcing of API from API Suppliers. The last sentence of Section 3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"In the event that any inconsistency is found which had not been specifically discussed and agreed with Gilead, each of Gilead and MPP shall have the right to require Licensee to terminate such agreement with such Gilead Supplier or Licensed API Supplier, and upon notice from Gilead and/or MPP to such effect, Licensee shall immediately terminate such agreement."

12. Royalty. As consideration for the licenses granted in Section 2 of the Agreement, as amended by Sections 2 and 3 of this Amendment, Licensee shall pay Gilead the following

royalties on Net Sales of BIC Product and BIC Combination Product in the Territory for the duration of the Royalty Term:

a. 5% of BIC Product Net Sales in the BIC Territory.

b. 5% of the portion of BIC Combination Product Net Sales attributable to the BIC component of such BIC Combination Product in the BIC Territory, as determined in accordance with Section 4.2 of the Agreement.

c. To the extent any TAF Combination Product, TDF Combination Product, EVG Combination Product, and/or COBI Combination Product contains BIC, then in addition to royalties due from Licensee to Gilead for each other royalty bearing API in such Combination Product as set forth in Section 4.1(c), (f) and (h) of the Agreement, respectively, Licensee will pay Gilead 5% of the portion of such Combination Products Net Sales attributable to the BIC component of such Combination Product in the Territory applicable to such Combination Product, as determined in accordance with Section 4.2 of the Agreement.

13. Quarterly Reports. In each Quarterly Report, Licensee shall provide Gilead with the following information (in addition to the information described in Section 4.3 of the Agreement): (i) any Drug Controller General of India export permits obtained by the Licensee for Product, including the quantity of Product exported, the final destination of the Product and the recipient of the Product; and (ii) any Central Drugs Standard Control Organization (CDSCO) No Objection Certificates (NOC) obtained by third parties for Product for which Licensee provided assistance, including the quantity of Product exported, the final destination of the Product and the recipient of the Product.

14. Cooperation. If any party becomes aware of a suspected occurrence of any prohibited activity described in Section 7.2(a)(i)-(viii), such party will notify the other parties promptly, and following such notification, the parties will confer. Gilead (except in the case of Patents relating to EVG, EVG Product, EVG Combination Product or TAF Quad that are subject to the Japan Tobacco Agreement and controlled by Japan Tobacco) will have the right, but not the obligation, to bring an infringement or other action at its own expense, in its own name, and entirely under its own direction and control. Licensee will reasonably assist Gilead (or, where applicable, Japan Tobacco) in such actions or proceedings if so requested, and will lend its name to such actions or proceedings if required by law in order for Gilead (or Japan Tobacco) to bring such an action, which obligations shall survive the expiration or termination of the Agreement.

15. Technology Transfer. Promptly following the later of the Amendment Effective Date and Gilead's receipt of marketing approval from the FDA for a Product containing BIC, Gilead shall make available a one-time technology transfer of know-how owned or controlled by Gilead relating to the manufacture of BIC and such FDA-approved Product containing BIC, as applicable, to the extent, and in the manner specified in Appendix 3 attached hereto. Except as expressly provided in this Section 7, Gilead shall have no further obligation to transfer any other know-how under this Amendment.

16. Manufacturing Requirements Minimum Standards. Section 6.2(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Minimum Standards.

(i) Licensee agrees that it shall manufacture API and Product in a manner consistent with (i) the applicable Indian manufacturing standards; (ii) either World Health Organization ("**WHO**") pre-qualification standards, standards of the European Medicines Agency ("**EMA**"), or United States Food and Drug Administration ("**FDA**") tentative approval standards ("**Minimum Quality Standards**"); and (iii) on a country-by-country basis, any applicable national, regional or local standards as may be required by the specific country where Product is sold.

(ii) As required by MPP, in the event that any of COBI, EVG, TAF or BIC are included in the *WHO Consolidated Guidelines on the use of antiretroviral drugs for treating and preventing HIV infection* ("**WHO Guidelines**") or in the expression of interest for WHO pre-qualification for active pharmaceutical ingredients, Licensee shall apply for WHO pre- qualification or submit such included API's Drug Master File (or equivalent) to the FDA no later than by the second anniversary of any such inclusion.

(iii) As required by MPP, in the event that any TAF Product or TAF Combination Product, BIC Product or BIC Combination Product, COBI Product or COBI Combination Product, EVG Product or EVG Combination Product, or the TDF Quad are included in WHO Guidelines or in the expression of interest for WHO pre-qualification of medicines, Licensee shall apply for WHO pre-qualification or FDA conditional approval for each such Product so included no later than by the third anniversary of any such inclusion."

17. Remedy for Failure. Section 6.2(c) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Remedy for Failure. If Licensee fails at any time to meet the Minimum Quality Standards with respect to the manufacture of API or Product, Gilead and/or MPP may elect, in their sole discretion and notwithstanding Section 10.2 or 10.3 hereof, to suspend the effectiveness of the licenses granted hereunder until such time as Gilead and/or MPP have determined that Licensee has corrected any such failure to Gilead's and/or MPP's reasonable satisfaction. During any such suspension, Gilead and/or MPP and Licensee shall coordinate with each other to provide for the supply of API or Product, as appropriate, to ensure that end-user patient requirements are not disrupted as a result of such suspension."

18. Dose Requirements. All BIC Product and BIC Combination Products manufactured, used or sold by Licensee shall consist of dose concentrations of BIC that have been approved by the FDA. In the case of Products containing BIC, Licensee may manufacture or sell BIC Product, or BIC Combination Product consisting of an Alternate Dosage if such Alternate Dosage has been approved for use in the Field by the appropriate regulatory authority having jurisdiction over such Product.

19. Pediatric Formulations. Licensee will have the right to develop a BIC Product or BIC Combination Product as either a liquid or dispersible tablet formulation for use in pediatric patients less than 12 years of age (such formulation shall be a Pediatric Formulation). If Licensee is granted regulatory approval to market such Pediatric Formulation, then Licensee will use reasonable efforts to make such Pediatric Formulation available throughout the BIC

Territory (for purposes of Section 6.2(e) of the Agreement, the BIC Territory shall be Licensee's Applicable Territory with respect to such Pediatric Formulation).

20. Regulatory Filings and Inspections. To the extent Regulatory Reports relate to EVG, EVG Product, EVG Combination Product, or Quad Product, Gilead will have the right to share such Regulatory Reports with Japan Tobacco, which right shall survive the expiration or termination of the Agreement.

21. Safety Reporting. The following language is hereby added to the Agreement as Section 6.6:

"Safety Reporting.

a. Licensee is responsible for all single and periodic reporting to all applicable regulatory authorities for the Products manufactured by or on behalf of Licensee under the Agreement.

b. Licensee is responsible for all pharmacovigilance activities with respect to such Products, including but not limited to all associated signal detection, risk management and product labelling requirements.

c. In the event Licensee receives an individual case safety report associated with any Gilead proprietary product, Licensee agrees to forward such reports to Gilead at E-Mail: SafetyFC@gilead.com Fax: +1-650-522-5477.

d. Licensee will forward details of any confirmed safety signals or emerging safety issues relating to Products manufactured by or on behalf of Licensee under this Agreement and any supporting documentation to the risk management contact at Gilead: Neda.Shokrai@gilead.com."

22. Diversion of Product and Technology. Section 7.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Diversion of Product and Technology.

(a) Licensee covenants and agrees that Licensee and its Affiliates shall not, and shall require its Distributors and Third party Resellers not to: (i) divert or allow the diversion of API outside of India, China or South Africa, or to third parties that do not constitute Licensed Product Suppliers, (ii) divert or allow the diversion of TDF Product, TDF Combination Product, TAF Product or TAF Combination Product outside the TDF-TAF Territory, (iii) divert or allow the diversion of COBI Product or COBI Combination Product outside the COBI Territory, (iv) divert or allow the diversion of EVG Product, EVG Combination Product or Quad Product outside the EVG-Quad Territory, (v) divert or allow the diversion of BIC Product or BIC Combination Product outside the BIC Territory, (vi) divert or allow the diversion of Licensed Technology to any third party, except as expressly permitted under this Agreement, (vii) take any action that Gilead determines in good faith to be in furtherance of the activities described in clauses (i) - (vi), or (viii) assist or support, directly or indirectly, any third party in the conduct of the activities described in clauses (i) - (vii). The parties agree that it shall not be a breach of Section 3.1 or this

Section 7.2 for Licensee or its Affiliate to file marketing approval applications for any Product in a country outside of the Territory as required by applicable regulatory authorities in such country for the commercialization of such Product in such country, or for Licensee or its Affiliate to provide developmental quantities of API or Product in support of its own marketing approval applications or a third party's application for marketing approval, in each case, as required by applicable regulatory authorities in such country, it being understood that this provision shall not be construed as expressly or implicitly granting Licensee any right or license under any Gilead intellectual property rights beyond the licenses granted in Section 2 of this Agreement or otherwise providing any authorization by Gilead to do so, and does not constitute a waiver of any rights of Gilead under law that it may have to contest the filing or granting of such marketing approval applications."

(b) Damages. In the event (i) any Product is diverted (x) by Licensee or its Affiliate sublicensees, or (y) by another party with the assistance of the Licensee or its Affiliate sublicensees, in each case to any country outside the Territory in any manner described in Section 7.2(a), and (ii) a patent covering such Product has been granted in such country or in the country(ies) outside the Territory in which such Product is manufactured (collectively the circumstance described by clause (i) and (ii), a "**Diversion Event**"), then in addition to any other remedies Gilead may be entitled to at law or in equity, Gilead shall be entitled to injunctive relief and to receive lost profits associated with the Diversion Event, which such lost profits will be determined by taking into consideration the following factors: (1) the quantity of Product that is the subject of such Diversion Event; (2) the average profit Gilead receives from its sale of such Product in the country(ies) outside the Territory into which such Product was sold or otherwise transferred; and (3) any erosion in Gilead's market share in such country(ies) outside the Territory as a result of such Diversion Event. This Section 7.2(b) shall survive the expiration or termination of the Agreement with respect to Products sold prior to such expiration or termination."

23. General Law Compliance. Section 7.3(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

"General Law Compliance. Licensee covenants and agrees that it shall perform all activities under this Agreement in accordance with all applicable laws, rules, and regulations, including, without limitation, with respect to privacy, data protection, recalls, safety and reporting requirements and shall obtain, have and maintain all necessary regulatory approvals (including in South Africa), marketing authorizations, permits and licenses, at Licensee's expense for the manufacture and sale of API and/or Product and any other Licensee activities contemplated hereby."

24. FCPA and UK Bribery Act. Section 7.3(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

"FCPA and UK Bribery Act. Licensee covenants and agrees that neither the Licensee, nor any of its affiliates, nor any of their respective directors, officers, employees or agents (all of the foregoing, including affiliates collectively, "**Licensee Representatives**") has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended (such act, including the rules and regulations

thereunder, the "**FCPA**"), the U.K. Bribery Act of 2010 ("**Bribery Act**"), or any other applicable anti-bribery or anticorruption laws, rules or regulations (collectively with the FCPA and the Bribery Act, the "**Anticorruption Laws**"). Licensee covenants and agrees that Licensee and Licensee Representatives have conducted and will conduct their businesses in compliance with the Anticorruption Laws. Licensee covenants and agrees that it shall provide to Gilead on the Amendment Effective Date and within thirty (30) days after the beginning of each calendar year thereafter, certification in writing by Licensee of Licensee's compliance with the Anticorruption Laws."

25. Gilead Right to Terminate. Section 10.3(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

"(b) Gilead and/or MPP shall have the right to terminate this Agreement, the covenant contained in Section 7.5 and/or one or both of the licenses granted pursuant to Section 2.1 or Section 2.2 (whether or not such event constitutes a right of termination pursuant to Section 10.2), if:

(i) Gilead determines in good faith that (A) a material quantity of API made or sold by Licensee has been diverted outside of South Africa, China or India, or to third parties that are not Licensed Product Suppliers, (B) a material quantity of Product made and/or sold by Licensee has been diverted to countries outside the Territory (other than with respect to such diversions occurring solely as a result of the circumstances expressly contemplated in Sections 7.3(c), 10.3(c) and 10.3(d) below), or (C) any of the prohibited activies described in Section 7.2(a)(i)-(viii) has occurred;

(ii) Gilead and/or MPP determines in good faith that, due to material deficiencies in Licensee's compliance, or repeated failure to comply, with the Minimum Quality Standards, Licensee is unable to reliably and consistently manufacture API or Product in accordance with the Minimum Quality Standards;

(iii) Gilead determines in good faith that Licensee has obtained material quantities of API from sources outside of India, South Africa or China (subject to the provisions set forth in Sections 7.3(c) and 10.3(c)), or in ways that are inconsistent with the terms and conditions of Section 3; or

(iv) Gilead's rights to EVG terminate due to the termination of the Japan Tobacco Agreement, provided, however, that in such event, such termination would only apply on a Product-by-Product basis and only with respect to Products containing EVG that are subject to the sublicense granted by Gilead under the Japan Tobacco Agreement.

Gilead shall give Licensee and MPP written notice of any such event and provide Licensee with a period of thirty (30) days after such notice to demonstrate that the conditions giving rise to Gilead's determination no longer exist to Gilead's reasonable satisfaction. If Licensee is unable to do so, this Agreement shall be terminated effective upon the thirtieth (30_{th}) day following such notice. In the event that MPP independently exercises its right to terminate this Agreement pursuant to Sections 10.2 or 10.3, MPP shall provide notice to Gilead of such intent to terminate."

26. Licensee Right to Terminate License on an API Basis. For the avoidance of doubt any termination by Licensee of its license to BIC pursuant to Section 10.5 of the Agreement shall in turn terminate Licensee's rights and licenses under all Patents that claim BIC (alone or in combination with any other compounds) to manufacture, sell, use, export or import any Product that contains BIC.

27. Appendices. Appendices 1, 2, 3, 4, 5, and 6 of the Agreement are hereby deleted and replaced with new Appendices 1, 2, 3, 4, 5, and 6 attached to this Amendment, respectively. Appendix 7 attached to this Amendment is hereby added to the Agreement as Appendix 7.

28. Miscellaneous. This Amendment embodies the entire understanding of the Parties with respect to the subject matter hereof and supersedes all previous communications, representations or understandings, and agreements, whether oral or written, between the Parties relating to the subject matter hereof. Except as expressly amended by this Amendment, the terms and conditions of the Agreement will remain in full force and effect. This Amendment shall be effective as of the Amendment Effective Date, and may not be modified except by written agreement between the Parties. This Amendment will be governed by and construed under the laws of England, without regard to its choice of law principles, and any dispute that arises hereunder shall be resolved by binding arbitration as set forth in Section 12.7 of the Agreement.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date.

GILEAD:

Gilead Sciences, Inc.

By _____
Name:
Title:

LICENSEE:

[Licensee]

By _____
Name:
Title:

MPP:

Medicines Patent Pool

By _____
Name:
Title:

APPENDIX 1

Countries in the TDF-TAF Territory

1. Afghanistan
2. Angola
3. Anguilla
4. Antigua and Barbuda
5. Armenia
6. Aruba
7. Bahamas
8. Bangladesh
9. Barbados
10. Belarus
11. Belize
12. Benin
13. Bhutan
14. Bolivia
15. Botswana
16. British Virgin Islands
17. Burkina Faso
18. Burundi
19. Cambodia
20. Cameroon
21. Cape Verde
22. Central African Republic
23. Chad
24. Comoros
25. Congo, Rep
26. Congo, Dem. Rep. of the
27. Côte d'Ivoire
28. Cuba
29. Djibouti
30. Dominica
31. Dominican Republic
32. Ecuador
33. El Salvador
34. Equatorial Guinea
35. Eritrea
36. Ethiopia
37. Fiji Islands
38. Gabon
39. Gambia
40. Georgia
41. Ghana
42. Grenada
43. Guatemala
44. Guinea
45. Guinea-Bissau
46. Guyana
47. Haiti
48. Honduras
49. India
50. Indonesia
51. Jamaica
52. Kazakhstan
53. Kenya
54. Kiribati
55. Kyrgyzstan
56. Lao, People's Dem. Rep.
57. Lesotho
58. Liberia
59. Madagascar
60. Malawi
61. Malaysia
62. Maldives
63. Mali
64. Mauritania
65. Mauritius
66. Moldova, Rep. of
67. Mongolia
68. Montserrat
69. Mozambique
70. Myanmar
71. Namibia
72. Nauru
73. Nepal
74. Nicaragua
75. Niger
76. Nigeria
77. Pakistan
78. Palau
79. Papua NewGuinea
80. Phillipines
81. Rwanda
82. Saint Kitts and Nevis
83. Saint Lucia
84. Saint Vincent & the Grenadines
85. Samoa
86. São Tomé and Príncipe
87. Senegal
88. Seychelles
89. Sierra Leone
90. Solomon Islands
91. Somalia
92. South Africa
93. South Sudan
94. Sri Lanka
95. Sudan
96. Surinam
97. Swaziland
98. Syrian Arab Republic
99. Tajikistan
100. Tanzania, U. Rep. of
101. Thailand
102. Timor-Leste
103. Togo
104. Tonga
105. Trinidad and Tobago
106. Turkmenistan
107. Turks and Caicos
108. Tuvalu
109. Uganda
110. Ukraine
111. Uzbekistan
112. Vanuatu
113. Vietnam
114. Yemen
115. Zambia
116. Zimbabwe

APPENDIX 2
Patents

TDF Patents

(221) Title: NUCLEOTIDE ANALOGS

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
India	Pending	7/25/1997	2076/DEL/1997		

(230) Title: NUCLEOTIDE ANALOG COMPOSITION AND SYNTHESIS METHOD

SubCase	Status	Filing Date	Application No.	Patent No.	Issue Date
India	Pending	7/24/1998	896/DEL/2002		
India	Pending	7/24/1998	963/DEL/2002		
India	Pending	7/24/1998	1362/DEL/2004		
India	Granted	7/24/1998	2174/DEL/1998	190780	3/15/2004
Indonesia	Granted	7/23/1998	W-991548	7658	4/11/2002

(270) Title: COMPOSITIONS AND METHODS FOR COMBINATION ANTIVIRAL THERAPY

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
Armenia	Granted	1/13/2004	200501134	15145	6/13/2011
Eurasian Patent Organization	Published	1/13/2004	201100293		
Eurasian Patent Organization	Granted	1/13/2004	200501134	15145	6/13/2011
Kazakhstan	Granted	1/13/2004	200501134	15145	6/13/2011
Kazakhstan	Pending		200501134 (PTE Application)		
Kyrgyz Republic	Granted	1/13/2004	200501134	15145	6/13/2011
Kyrgyz Republic	Granted		200501134 (PTE Application)	15145	5/31/2012
Moldova	Granted	1/13/2004	200501134	15145	6/13/2011
Tajikistan	Granted	1/13/2004	200501134	15145	6/13/2011
Turkmenistan	Granted	1/13/2004	200501134	15145	6/13/2011
Turkmenistan	Pending		200501134 (PTE Application)		

(677) Title: A PHARMACEUTICAL COMPOSITION, A METHOD OF PREPARING THEREOF, AND A METHOD OF TREATING VIRAL DISEASES USING SAID COMPOSITION

Country	Status	Filing Date	Application No.	Patent No.	Issue Date

Armenia	Granted	6/13/2006	200800033	17764	3/29/2013
Eurasian Patent Organization	Published	6/13/2006	201201265		
Eurasian Patent Organization	Granted	6/13/2006	200800033	17764	3/29/2013
India	Pending	6/13/2006	9661/DELNP/2007		
Kazakhstan	Granted	6/13/2006	200800033	17764	3/29/2013
Kyrgyz Republic	Granted	6/13/2006	200800033	17764	3/29/2013
Moldova	Granted	6/13/2006	200800033	17764	3/29/2013
South Africa	Granted	6/13/2006	2008/00297	2008/00297	4/28/2010
Tajikistan	Granted	6/13/2006	200800033	17764	3/29/2013
Turkmenistan	Granted	6/13/2006	200800033	17764	3/29/2013

TAF Patents

(249) Title: PRODRUGS OF PHOSPHONATE NUCLEOTIDE ANALOGUES AND METHODS FOR SELECTING AND MAKING SAME

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Granted	1200300003	7/20/2001	12393	12/29/2003
African Regional Industrial Property Organization	Granted	2003/002724	7/20/2001	AP 1466	9/22/2005
Anguilla	Granted	AI/A/2015/00173	7/20/2001	AI/A/2015/00173	11/2/2015
Congo, Democratic Republic of	Granted	NP/002/EXT/2016	7/20/2001	2016/4386	11/11/2016
Ethiopia	Granted	ET/PI/15/184	7/20/2001	135	5/25/2016
Eurasian Patent Organization	Granted	200300188	7/20/2001	4926	10/28/2004
Falkland Islands (Malvinas)	Granted		7/20/2001	15365	8/25/2015
Fiji	Published	1214	7/20/2001		
Grenada	Granted	7 of 2015	7/20/2001	7 of 2015	10/6/2015
Guyana	Published	1641	7/20/2001		
Haiti	Pending		7/20/2001		
India	Granted	9/MUMNP/2003	7/20/2001	208435	7/27/2007
India	Granted	00529/MUMNP/2006	7/20/2001	241597	7/14/2010
Indonesia	Granted	W-00200602129	7/20/2001	IDP0022897	2/20/2009
Indonesia	Granted	W-00200804005	7/20/2001	IDP000040148	2/15/2016
Indonesia	Granted	W00200300261	7/20/2001	IDP0022911	2/20/2009
Jamaica	Pending	18/1/5695	7/20/2001		
Kiribati	Granted	14/15	7/20/2001	14/15	10/7/2015

Montserrat	Granted 1961695.2	7/20/2001 1301519	9/23/2015
Nepal	Pending 669	7/20/2001	
Seychelles	Granted 1301519	7/20/2001 1301519	5/25/2016
Sierra Leone	Pending EP1301519	7/20/2001	
Solomon Islands	Granted J37/371	7/20/2001 J37/371	3/3/2016
South Africa	Granted 2002/10271	7/20/2001 2002/10271	12/31/2003
Turks and Caicos Islands	Pending 10213	7/20/2001	
Tuvalu	Granted	2/25/2015 TVP1301519	1/6/2016
Vietnam	Granted 1-2002-01193	7/20/2001 8475	5/24/2010
Virgin Islands (British)	Granted 414/5/2015	7/20/2001 414/5/2015	12/1/2015

(872) Title: TENOFOVIR ALAFENAMIDE HEMIFUMARATE

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Granted	1201400057	8/15/2012	17070	6/29/2015
African Regional Industrial Property Organization	Granted	AP/P/2014/007437	8/15/2012	3639	3/31/2016
Bahamas	Granted	2441	8/15/2012	2441	6/19/2014
Bolivia	Pending	SP-0277-2012	8/15/2012		
Ecuador	Pending	SP-14-13206-PCT	8/15/2012		
El Salvador	Pending	E-4659-2014	8/15/2012		
Eurasian Patent Organization	Published	201490208	8/15/2012		
India	Pending	1012/DELNP/2014	8/15/2012		
Indonesia	Published	P00201400805	8/15/2012		
Moldova	Pending	A20140011	8/15/2012		
Pakistan	Pending	539/2012	8/15/2012		
Philippines	Granted	1-2014-500349	8/15/2012	1-2014-500349	2/29/2016
South Africa	Allowed	2014/00582	8/15/2012		
Thailand	Pending	1401000784	8/15/2012		
Vietnam	Pending	1-2014-00440	8/15/2012		

(877) Title: METHODS FOR PREPARING ANTI-VIRAL NUCLEOTIDE ANALOGS

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Bahamas	Granted	2455	10/3/2012	2455	6/24/2014
Bolivia	Granted	SP-0352-2012	10/3/2012	6385-B	11/26/2014
Ecuador	Published	IEPI-2014-74	10/3/2012		

El Salvador	Published	E-4696/2014	10/3/2012
Eurasian Patent Organization	Allowed	201490753	10/3/2012
India	Published	2953/DELNP/2014	10/3/2012
Pakistan	Pending	671/2012	10/3/2012

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(JF-0136) Title: COMPOUND AND METHOD OF USE

Country	Status	Application No.	Filing Date	Patent No.	
Bolivia	Pending	SP-230265	11/18/2003		
India	Granted	01316/CHENP/2004	11/20/2003	245833	2/3/2011
Indonesia	Granted	WO00200401542	11/20/2003	P0023507	6/1/2009
Nigeria	Granted	424/2003	11/19/2003	RP.15779	10/20/2004
Philippines	Granted	1-2004-500895	11/20/2003	1-2004-500895	8/20/2008
South Africa	Granted	2004/4537	11/20/2003	2004/4537	8/31/2005
Thailand	Pending	301004379	11/20/2003		
Vietnam	Granted	1-2004-00605	11/20/2003	1-0011884	10/7/2013

(JF-0179) Title: CRYSTALLINE FORM

Country	Status	Application No.	Filing Date	Patent No.	
Bolivia	Pending	SP-250121	5/19/2005		
India	Pending	357/CHENP/2010	5/19/2005		
Philippines	Granted	1-2006-502297	5/19/2005	1-2006-502297	11/19/2010
South Africa	Granted	2006/10647	5/19/2005	2006/10647	6/25/2008
Thailand	Pending	100718	5/19/2005		

(JF-0193) Title: MANUFACTURING PROCESS: ROUTE D AND F

Country	Status	Application No.:	Filing Date	Patent No.	Issue Date
India	Granted	5344/CHENP/2008	3/6/2007	258895	2/13/2014
India	Pending	532/CHENP/2014	3/6/2007		

(JF-0192) Title: MANUFACTURING PROCESS: ROUTE C AND E

Country	Status	Application No.	Filing Date	Patent No:	Issue Date
African Regional Industrial Property Organization	Granted	AP/P/2008/004621	3/6/2007	2914	5/5/2014
Eurasian Patent Organization	Granted	200870321	3/6/2007	17861	3/29/2013

Indonesia	Pending	W00200802860	3/6/2007	IDP0032077	10/22/2012
India	Granted	5341/CHENP/2008	3/6/2007	258747	2/4/2014
India	Pending	613/CHENP/2014	3/6/2007		
African Intellectual Property Organization (OAPI)	Granted	1200800317	3/6/2007	14280	3/31/2009
Vietnam	Granted	1-2008-02431	3/6/2007	14450	8/17/2015
South Africa	Granted	2008/07547	3/6/2007	2008/07547	11/25/2009

(718) Title: METHODS OF IMPROVING THE PHARMACOKINETICS OF HIV INTEGRASE INHIBITORS

Country	Status	Application No.	Filing Date	Patent No.	
Armenia	Granted	200801619	12/29/2006	18544	8/30/2013
African Regional Industrial Property Organization	Granted	AP/P/2008/004522	12/29/2006	AP2702	7/31/2013
Eurasian Patent Organization	Granted	200801619	12/29/2006	18544	8/30/2013
Eurasian Patent Organization	Published	201201496	12/29/2006		
Indonesia	Pending	W00201102461	12/29/2006		
Indonesia	Published	W00 2008 02128	12/29/2006		
India	Pending	6748/DELNP/2015	12/29/2006		
India	Pending	5576/DELNP/2008	12/29/2006		
Kyrgyz Republic	Granted	200801619	12/29/2006	18544	8/30/2013
Moldova	Granted	200801619	12/29/2006	18544	8/30/2013
African Intellectual Property Organization (OAPI)	Granted	1200800239	12/29/2006	14320	6/30/2009
Tajikistan	Granted	200801619	12/29/2006	18544	8/30/2013
Turkmenistan	Granted	200801619	12/29/2006	18544	8/30/2013
Vietnam	Pending	1-2008-01921	12/29/2006		
South Africa	Granted	2008/06222	12/29/2006	2008/06222	3/25/2009

(720) Title: PROCESS AND INTERMEDIATES FOR PREPARING INTEGRASE INHIBITORS

Country	Status	Application No.	Filing Date	Patent Number	Issue Date
Armenia	Granted	200900441	9/11/2007	22099	11/30/2015
African Regional Industrial Property Organization	Granted	AP/P/2009/004831	9/11/2007	AP3004	10/16/2014
Eurasian Patent Organization	Granted	200900441	9/11/2007	22099	11/30/2015
Indonesia	Published	W00200900634	9/11/2007		
Kyrgyz Republic	Granted	200900441	9/11/2007	22099	11/30/2015
Kazakhstan	Granted	200900441	9/11/2007	22099	11/30/2015

Moldova	Granted	200900441	9/11/2007 22099	11/30/2015
African Intellectual Property Organization (OAPI)	Granted	1200900070	9/11/2007 14458	9/30/2009
Thailand	Published	701004583	9/11/2007	
Tajikistan	Granted	200900441	9/11/2007 22099	11/30/2015
Turkmenistan	Granted	200900441	9/11/2007 22099	11/30/2015
Vietnam	Granted	1-2009-00636	9/11/2007 11932	10/22/2013
Vietnam	Granted	1-2012-01354	9/11/2007 14698	10/20/2015
South Africa	Granted	2009/01576	9/11/2007 2009/01576	2/24/2010

(746) Title: PROCESS AND INTERMEDIATES FOR PREPARING INTEGRASE INHIBITORS

Country	Status	Application No	Filing Date	Patent Number	Issue Date
African Regional Industrial Property Organization	Granted	AP/P/2010/005187	9/11/2008	AP 2785	10/31/2013
Eurasian Patent Organization	Granted	201070256	9/11/2008	19431	3/31/2014
Ecuador	Inactive	SP-10-10081	9/11/2008		
Indonesia	Published	W00201000759	9/11/2008		
India	Pending	1615/DELNP/2010	9/11/2008		
African Intellectual Property Organization (OAPI)	Granted	1201000093	9/11/2008	15058	
Thailand	Published	801004676	9/11/2008		
Vietnam	Granted	1-2010-00483	9/11/2008	10866	11/20/2012
South Africa	Granted	2010/02066	9/11/2008	2010/02066	12/29/2010

(903) Title: PROCESS AND INTERMEDIATES FOR PREPARING INTEGRASE INHIBITORS

Country	Status	Application No.	Filing DatePatent No.
Eurasian Patent Organization	Allowed	201590018	8/1/2013
India	Pending	1688/DELNP/2015	8/1/2013

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(692) Title: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1200800450	9/30/2009	14409
African Regional Industrial Property Organization	Granted	AP/P/2008/004720	9/30/2014	AP2985

Anguilla	Granted	AI/A/2015/00172	11/2/2015	AI/A/2015/00172
Armenia	Granted	200900155	11/28/2014	20489
Congo, Democratic Republic of	Pending	NP/004/EXT/2016		
Ethiopia	Granted	ET/PI/15/185	5/25/2016	134
Eurasian Patent Organization	Allowed	201270738		
Eurasian Patent Organization	Granted	200900155	11/28/2014	20489
Fiji	Published	1217		
Guyana	Published	1642		
Haiti	Pending			
India	Pending	10487/DELNP/2008		
Indonesia	Granted	W00200900061	8/12/2016	IDP00042227
Jamaica	Pending	18/1/5696		
Kazakhstan	Granted	200900155	11/28/2014	20489
Kiribati	Granted	13/15	10/7/2015	13/15
Kyrgyz Republic	Granted	200900155	11/28/2014	20489
Moldova	Granted	200900155	11/28/2014	20489
Montserrat	Granted		9/23/2015	3 of 2015
Nauru	Pending			
Nepal	Pending	894		
Seychelles	Granted	2049506	5/25/2016	2049506
Sierra Leone	Pending	EP2049506		
Solomon Islands	Granted	J37/370	2/10/2016	J37/370
South Africa	Pending	2008/10399		
Tajikistan	Granted	200900155	11/28/2014	20489
Thailand	Published	701003404		
Turkmenistan	Granted	200900155	11/28/2014	20489
Turks and Caicos Islands	Pending	10214		
Tuvalu	Granted		11/7/2015	TVP2049506
Vanuatu	Unfiled			
Vietnam	Pending	1-2009-00240		
Vietnam	Pending	1-2012-02702		
Virgin Islands (British)	Granted	415/6/2015	12/1/2015	415/6/2015

(719) Title: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1200900273	6/30/2010	14749
African Regional Industrial Property Organization	Granted	AP/P/2009/004964	9/16/2014	AP2986
African Regional Industrial Property	Granted	AP/P/2013/007042	11/30/2016	AP3915

Organization		
Armenia	Granted 200901155	7/30/2014 19893
Eurasian Patent Organization	Granted 200901155	7/30/2014 19893
Fiji	Granted	
Indonesia	Granted W00200902299	3/18/2015 IDP000038076
Kazakhstan	Granted 200901155	7/30/2014 19893
Kyrgyz Republic	Granted 200901155	7/30/2014 19893
Moldova	Granted 200901155	7/30/2014 19893
South Africa	Pending 2009/05882	
South Africa	Unfiled	
Tajikistan	Granted 200901155	7/30/2014 19893
Thailand	Pending 801000867	
Turkmenistan	Granted 200901155	7/30/2014 19893
Vietnam	Pending 1-2009-01990	
Vietnam	Pending 1-2012-02696	

(757) Title: THE USE OF SOLID CARRIER PARTICLES TO IMPROVE THE PROCESSABILITY OF A PHARMACEUTICAL AGENT

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201000364	9/28/2012	15589
African Regional Industrial Property Organization	Granted	AP/P/2010/005429	1/30/2015	3209
Armenia	Granted	201071173	3/31/2016	22950
Belarus	Granted	201071173	3/31/2016	22950
Ecuador	Pending	SP-10-10636		
Eurasian Patent Organization	Published	201591353		
Eurasian Patent Organization	Granted	201071173	3/31/2016	22950
India	Pending	7565/DELNP/2010		
Indonesia	Published	W00201004105		
Kazakhstan	Granted	201071173	3/31/2016	22950
Kyrgyz Republic	Granted	201071173	3/31/2016	22950
Moldova	Granted	201071173	3/31/2016	22950
South Africa	Granted	2010/08007	10/26/2011	2010/08007
Tajikistan	Granted	201071173	3/31/2016	22950
Turkmenistan	Granted	201071173	3/31/2016	22950
Vietnam	Pending	1-2010-02929		

(775) Title: METHOD OF PREPARING AN INHIBITOR OF CYTOCHROME P450 MONOOXYGENASE, AND INTERMEDIATES INVOLVED

Country	Status	Application No.	Filing Date	Patent No.
African Regional Industrial Property Organization	Granted	AP/P/2011/005864		
African Intellectual Property Organization (OAPI)	Granted	1201100311.00	4/1/2010	15801
Bolivia	Published	SP-0082-2010	4/1/2010	
Eurasian Patent Organization	Granted	201190179.00	4/1/2010	22739
Eurasian Patent Organization	Published	201590979.00	4/1/2010	
Ecuador	Pending	SP-11-11391	4/1/2010	
Indonesia	Granted	W00201103554	4/1/2010	IDP000041448
India	Pending	7323/DELNP/2011	4/1/2010	
Pakistan	Pending	262/2010	3/31/2010	
Thailand	Published	1101002473.00	4/1/2010	
Vietnam	Pending	1-2011-02324	4/1/2010	
South Africa	Granted	2011/07430	4/1/2010	2011/07430

(783) Title: TABLETS FOR COMBINATION THERAPY

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Pending	1201100281		
African Regional Industrial Property Organization	Granted	AP/P/2011/05857	5/6/2015	AP3250
Armenia	Granted	201190125	5/29/2015	21313
Azerbaijan	Granted	201190125	5/29/2015	21313
Bolivia	Pending	SP-00292010		
Ecuador	Pending	SP-11-11307		
Eurasian Patent Organization	Published	201491658		
Eurasian Patent Organization	Granted	201190125	5/29/2015	21313
India	Pending	5823/DELNP/2011		
Indonesia	Granted	W00201103098	3/30/2016	IDP000040606
Kazakhstan	Granted	201190125	5/29/2015	21313
Kyrgyz Republic	Granted	201190125	5/29/2015	21313
Moldova	Granted	201190125	5/29/2015	21313
Pakistan	Allowed	94/2010		
Singapore	Published	2014007744		
South Africa	Granted	2011/06154	5/28/2014	2011/06154
Tajikistan	Granted	201190125	5/29/2015	21313

Thailand	Published 1101001423		
Turkmenistan	Granted 201190125	5/29/2015	21313
Vietnam	Pending 1-2011-02035		

(895) Title: METHODS AND INTERMEDIATES FOR PREPARING PHARMACEUTICAL AGENTS

Country	Status	Application No.	Filing Date	Patent No.
India	Abandoned	6192/DELNP/2014		

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(1007) TITLE: POLYCYCLIC-CARBAMOYLPYRIDONE COMPOUNDS AND THEIR PHARMACEUTICAL USE

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Pending	1201500240	12/19/2013		
African Regional Industrial Property Organization	Pending	AP/P/2015/008510	12/19/2013		
Anguilla	Pending	AI/A/2016/00180	12/19/2013		
Bahamas	Pending	2551	12/19/2013		
Bolivia	Published	SP-00412-2013	12/20/2013		
Congo, Democratic Republic of	Pending		12/19/2013		
Ecuador	Published	IEPI-2015-31224	12/19/2013		
El Salvador	Published	E-5002-2015	12/19/2013		
Ethiopia	Pending	ET/PI/16/204	12/19/2013		
Eurasian Patent Organization	Published	201591027	12/19/2013		
Fiji	Published	1229	12/19/2013		
Grenada	Granted		12/19/2013		7/19/2016
Guyana	Pending	1656	12/19/2013		
Haiti	Pending		12/19/2013		
India	Pending	5535/DELNP/2015	12/19/2013		
Indonesia	Allowed	P00201503852	12/19/2013		
Indonesia	Pending	P00201607128	12/19/2013		
Jamaica	Pending	18/1/5740	12/19/2013		
Kiribati	Granted		12/19/2013		9/20/2016
Moldova	Pending	a20150064	12/19/2013		
Montserrat	Granted		12/19/2013	4 OF 2016	5/27/2016

Nepal	Pending	4	12/19/2013	
Pakistan	Pending	908/2013	12/20/2013	
Philippines	Published	1-2015-501445	12/19/2013	
Philippines	Pending	1-2016-500389	12/19/2013	
Seychelles	Pending	2822954	12/19/2013	
Sierra Leone	Pending		12/19/2013	
Solomon Islands	Granted		12/19/2013 J37/379	8/5/2016
South Africa	Pending	2015/04914	12/19/2013	
South Africa	Pending	2015/07997	12/19/2013	
South Korea	Pending	10-2015-7019194	12/19/2013	
Thailand	Pending	1501003563	12/19/2013	
Turks and Caicos Islands	Granted	10226	12/19/2013 10226	9/7/2016
Tuvalu	Granted	TVP2822954	12/19/2013 TVP2822954	8/15/2016
Vietnam	Granted	1-2015-02321	12/19/2013 15503	5/16/2016
Vietnam	Pending	1-2015-04199	12/19/2013	
Virgin Islands (British)	Granted	EP2822954	12/19/2013 427/5/2016	9/21/2016

(1091) Title: SODIUM (2R,5S,13AR)-7,9-DIOXO-10-((2,4,6- TRIFLUOROBENZYL)CARBAMOYL)-2,3,4,5,7,9,13,13A-OCTAHYDRO-2,5-METHANOPYRIDO[1',2':4,5]PYRAZINO[2,1-B]OXAZEPIN-8-OLATE

Country	Status	Application No.	FilingPatentIssue Date DateNo.
African Regional Industrial Property Organization	Pending	AP/P/2016/009591	6/19/2015
African Intellectual Property Organization (OAPI)	Pending	1201600454	6/19/2015
Bolivia	Published	SP 126-2015	6/19/2015
Bahamas	Allowed	2701	6/18/2015
Cuba	Pending	2016-0187	6/19/2015
Dominican Republic	Published	P2016-0327	6/19/2015
Eurasian Patent Organization	Pending	201692414	6/19/2015
Ecuador	Published	IEPI-2016-95566	6/19/2015
El Salvador	Pending	2016005339	6/19/2015
Guatemala	Pending	A2016-000262	6/19/2015
Indonesia	Unfiled		
India	Pending	201617042937.00	6/19/2015
Nigeria	Pending	NG/PT/C/2016/2106	6/19/2015
Philippines	Pending		
Pakistan	Pending	382/2015	6/18/2015
Thailand	Pending		
Trinidad and Tobago	Pending	TT/A/2016/00132	6/19/2015

Vietnam	Pending		
South Africa	Pending	2016/08744	6/19/2015

(1147) Title: THERAPEUTIC COMPOSITIONS FOR TREATMENT OF HUMAN IMMUNODEFICIENCY VIRUS

Country	Status	Application No.	Filing DatePatent No.Issue Date
Bangladesh	Pending	272/2016	11/2/2016
Bolivia	Pending	SP-0260-2016	11/9/2016
Bahamas	Pending		11/8/2016
Pakistan	Pending	696/2016	11/9/2016
Patent Cooperation Treaty	Entered NP	US2016/060989	11/8/2016

(1062) Title: SYNTHESIS OF POLYCYCLIC-CARBAMOYLPYRIDONE COMPOUNDS

Country	Status	Application No.	FilingPatentIssue DateNo.Date
Bahamas	Allowed	2702	6/18/2015
Eurasian Patent Organization	Pending	201692412	6/16/2015
India	Pending	201717000457.00	6/16/2015
Patent Cooperation Treaty	Entered NP	US2015/036017	6/16/2015

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(221) Title:NUCLEOTIDE ANALOGS

Country	Status	Filing Date	Application No.Patent No.Issue Date
India	Pending	7/25/1997	2076/DEL/1997

(230) Title: NUCLEOTIDE ANALOG COMPOSITION AND SYNTHESIS METHOD

Country	Status	Filing Date	Application No.Patent No.Issue Date		
India	Pending	7/24/1998	896/DEL/2002		
India	Pending	7/24/1998	963/DEL/2002		
India	Pending	7/24/1998	1362/DEL/2004		
India	Granted	7/24/1998	2174/DEL/1998	190780	3/15/2004
Indonesia	Granted	7/23/1998	W-991548	7658	4/11/2002

(692) Title: DIAMINOALKANE COMPOUNDS (VARIANTS) AND A METHOD OF PREPARING THEREOF (VARIANTS), A PHARMACEUTICAL COMPOSITION AND A THERAPEUTIC

AGENT FOR INHIBITING CYTOCHROME-P450-MONOOXYGENASE, METHODS FOR TREATING AN HIV INFECTION AND VIRAL HEPATITS C, A METHOD OF MOD

Country	Status	Application No.	Filing Date	Patent No.Issue Date
African Intellectual Property Organization (OAPI)	Granted	1200800450	9/30/2009	14409
African Regional Industrial Property Organization	Granted	AP/P/2008/004720	9/30/2014	AP2985
Anguilla	Granted	AI/A/2015/00172	11/2/2015	AI/A/2015/00172
Armenia	Granted	200900155	11/28/2014	20489
Congo, Democratic Republic of	Pending	NP/004/EXT/2016		
Ethiopia	Granted	ET/PI/15/185	5/25/2016	134
Eurasian Patent Organization	Allowed	201270738		
Eurasian Patent Organization	Granted	200900155	11/28/2014	20489
Fiji	Published	1217		
Guyana	Published	1642		
Haiti	Pending			
India	Pending	10487/DELNP/2008		
Indonesia	Granted	W00200900061	8/12/2016	IDP00042227
Jamaica	Pending	18/1/5696		
Kazakhstan	Unfiled			
Kazakhstan	Granted	200900155	11/28/2014	20489
Kiribati	Granted	13/15	10/7/2015	13/15
Kyrgyz Republic	Granted	200900155	11/28/2014	20489
Moldova	Granted	200900155	11/28/2014	20489
Montserrat	Granted		9/23/2015	3 of 2015
Nauru	Pending			
Nepal	Pending	894		

Seychelles	Granted	2049506	5/25/2016	2049506
Sierra Leone	Pending	EP2049506		
Solomon Islands	Granted	J37/370	2/10/2016	J37/370
South Africa	Pending	2008/10399		
Tajikistan	Granted	200900155	11/28/2014	20489
Thailand	Published	701003404		
Turkmenistan	Granted	200900155	11/28/2014	20489
Turks and Caicos Islands	Pending	10214		
Tuvalu	Granted		11/7/2015	TVP2049506
Vietnam	Pending	1-2009-00240		

Vietnam	Pending 1-2012-02702		
Virgin Islands (British)	Granted 415/6/2015	12/1/2015	415/6/2015

(719) Title: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1200900273	6/30/2010	14749
African Regional Industrial Property Organization	Granted	AP/P/2009/004964	9/16/2014	AP2986
African Regional Industrial Property Organization	Granted	AP/P/2013/007042	11/30/2016	AP3915
Armenia	Granted	200901155	7/30/2014	19893
Eurasian Patent Organization	Granted	200901155	7/30/2014	19893
Fiji	Granted			
Indonesia	Granted	W00200902299	3/18/2015	IDP000038076
Kazakhstan	Granted	200901155	7/30/2014	19893
Kyrgyz Republic	Granted	200901155	7/30/2014	19893
Moldova	Granted	200901155	7/30/2014	19893
South Africa	Pending	2009/05882		
South Africa	Unfiled			
Tajikistan	Granted	200901155	7/30/2014	19893
Thailand	Pending	801000867		
Turkmenistan	Granted	200901155	7/30/2014	19893
Vietnam	Pending	1-2009-01990		
Vietnam	Pending	1-2012-02696		

(757) Title: THE USE OF SOLID CARRIER PARTICLES TO IMPROVE THE PROCESSABILITY OF A PHARMACEUTICAL AGENT

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201000364	9/28/2012	15589
African Regional Industrial Property Organization	Granted	AP/P/2010/005429	1/30/2015	3209
Armenia	Granted	201071173	3/31/2016	22950
Belarus	Granted	201071173	3/31/2016	22950
Ecuador	Pending	SP-10-10636		
Eurasian Patent Organization	Published	201591353		
Eurasian Patent Organization	Granted	201071173	3/31/2016	22950
India	Pending	7565/DELNP/2010		

Indonesia	Published	W00201004105		
Kazakhstan	Granted	201071173	3/31/2016	22950
Kyrgyz Republic	Granted	201071173	3/31/2016	22950
Moldova	Granted	201071173	3/31/2016	22950
South Africa	Granted	2010/08007	10/26/2011	2010/08007

Tajikistan	Granted	201071173	3/31/2016	22950
Turkmenistan	Granted	201071173	3/31/2016	22950
Vietnam	Pending	1-2010-02929		

(775) Title: METHOD OF PREPARING AN INHIBITOR OF CYTOCHROME P450 MONOOXYGENASE, AND INTERMEDIATES INVOLVED

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201100311.00	4/1/2010	15801
Bolivia	Abandoned	11-114.749	4/1/2010	
Eurasian Patent Organization	Granted	201190179.00	4/1/2010	22739
Eurasian Patent Organization	Published	201590979.00	4/1/2010	
Ecuador	Pending	SP-11-11391	4/1/2010	
Indonesia	Granted	W00201103554	4/1/2010	IDP000041448
India	Pending	7323/DELNP/2011	4/1/2010	
Pakistan	Pending	262/2010	3/31/2010	
Thailand	Published	1101002473.00	4/1/2010	
Vietnam	Pending	1-2011-02324	4/1/2010	
South Africa	Granted	2011/07430	4/1/2010	2011/07430

(895) Title: METHODS AND INTERMEDIATES FOR PREPARING PHARMACEUTICAL AGENTS

Country	Status	Application No.Filing DatePatent No.
India	Abandoned	6192/DELNP/2014

(EMU-108) Title: Antiviral Activity and Resolution of 2-Hydroxymethyl-5-(5-Fluorocytosin-1-yl)- 1,3-Oxathiolane

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Philippines	Granted	1-1992-43955	2/20/92	1-1992-43955	2/20/09
Philippines	Granted	55191	12/27/96	1-1996-55191	3/9/07
Philippines	Granted	55192	2/20/92	55192	12/19/08
Philippines	Granted	55193	2/20/92	55193	12/19/08
Philippines	Granted	55194	2/20/92	55194	12/19/08

(EMU-4000) Title: 1,3-Oxathiolane Nucleoside Analogues

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Botswana	Granted	BW/A/1998/00163	4/27/98	BW/P/2002/00042	5/22/03
Domincan Republic	Granted	1793970004607.00	7/10/97	370	7/10/17
Honduras	Granted	PICA97118	8/18/97	3775	4/25/00
Jamaica	Granted	697267	7/8/97	3615	5/25/05
Nicaragua	Granted	97.0096	12/5/97	1134RPI	5/17/99

(783) Title: TABLETS FOR COMBINATION THERAPY

Country	Status	Application No.FilingPatent No. Date		
African Intellectual Property Organization (OAPI)	Pending	1201100281		
African Regional Industrial Property Organization	Granted	AP/P/2011/05857	5/6/2015	AP3250
Armenia	Granted	201190125	5/29/2015	21313
Azerbaijan	Granted	201190125	5/29/2015	21313

Bolivia	Pending	SP-00292010		
Ecuador	Pending	SP-11-11307		
Eurasian Patent Organization	Published	201491658		
Eurasian Patent Organization	Granted	201190125	5/29/2015	21313
India	Pending	5823/DELNP/2011		
Indonesia	Granted	W00201103098	3/30/2016	IDP000040606
Kazakhstan	Granted	201190125	5/29/2015	21313
Kyrgyz Republic	Granted	201190125	5/29/2015	21313
Moldova	Granted	201190125	5/29/2015	21313
Pakistan	Allowed	94/2010		
Singapore	Published	2014007744		
South Africa	Granted	2011/06154	5/28/2014	2011/06154
Tajikistan	Granted	201190125	5/29/2015	21313
Thailand	Published	1101001423		
Turkmenistan	Granted	201190125	5/29/2015	21313
Vietnam	Pending	1-2011-02035		

TAF-Quad Patents

(249) Title: PRODRUGS OF PHOSPHONATE NUCLEOTIDE ANALOGUES AND METHODS FOR SELECTING AND MAKING SAME

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Granted	1200300003	7/20/2001	12393	12/29/2003
African Regional Industrial Property Organization	Granted	2003/002724	7/20/2001	AP 1466	9/22/2005
Anguilla	Granted	AI/A/2015/00173	7/20/2001	AI/A/2015/00173	11/2/2015
Congo, Democratic Republic of	Granted	NP/002/EXT/2016	7/20/2001	2016/4386	11/11/2016
Ethiopia	Granted	ET/PI/15/184	7/20/2001	135	5/25/2016
Eurasian Patent Organization	Granted	200300188	7/20/2001	4926	10/28/2004
Falkland Islands (Malvinas)	Granted		7/20/2001	15365	8/25/2015
Fiji	Published	1214	7/20/2001		
Grenada	Granted	7 of 2015	7/20/2001	7 of 2015	10/6/2015
Guyana	Published	1641	7/20/2001		
Haiti	Pending		7/20/2001		
India	Granted	9/MUMNP/2003	7/20/2001	208435	7/27/2007
India	Granted	00529/MUMNP/2006	7/20/2001	241597	7/14/2010
Indonesia	Granted	W-00200602129	7/20/2001	IDP0022897	2/20/2009
Indonesia	Granted	W-00200804005	7/20/2001	IDP000040148	2/15/2016
Indonesia	Granted	W00200300261	7/20/2001	IDP0022911	2/20/2009
Jamaica	Pending	18/1/5695	7/20/2001		
Kiribati	Granted	14/15	7/20/2001	14/15	10/7/2015
Montserrat	Granted	1961695.2	7/20/2001	1301519	9/23/2015
Nepal	Pending	669	7/20/2001		
Seychelles	Granted	1301519	7/20/2001	1301519	5/25/2016
Sierra Leone	Pending	EP1301519	7/20/2001		
Solomon Islands	Granted	J37/371	7/20/2001	J37/371	3/3/2016
South Africa	Granted	2002/10271	7/20/2001	2002/10271	12/31/2003
Turks and Caicos Islands	Pending	10213	7/20/2001		
Tuvalu	Granted		2/25/2015	TVP1301519	1/6/2016
Vietnam	Granted	1-2002-01193	7/20/2001	8475	5/24/2010
Virgin Islands (British)	Granted	414/5/2015	7/20/2001	414/5/2015	12/1/2015

(872) Title: TENOFOVIR ALAFENAMIDE HEMIFUMARATE

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property	Granted	1201400057	8/15/2012	17070	6/29/2015

Organization (OAPI)					
African Regional Industrial Property Organization	Granted	AP/P/2014/007437	8/15/2012	3639	3/31/2016
Bahamas	Granted	2441	8/15/2012	2441	6/19/2014
Bolivia	Pending	SP-0277-2012	8/15/2012		
Ecuador	Pending	SP-14-13206-PCT	8/15/2012		
El Salvador	Pending	E-4659-2014	8/15/2012		
Eurasian Patent Organization	Published	201490208	8/15/2012		
India	Pending	1012/DELNP/2014	8/15/2012		
Indonesia	Published	P00201400805	8/15/2012		
Moldova	Pending	A20140011	8/15/2012		
Pakistan	Pending	539/2012	8/15/2012		
Philippines	Granted	1-2014-500349	8/15/2012	1-2014-500349	2/29/2016
South Africa	Allowed	2014/00582	8/15/2012		
Thailand	Pending	1401000784	8/15/2012		
Vietnam	Pending	1-2014-00440	8/15/2012		

(877) Title: METHODS FOR PREPARING ANTI-VIRAL NUCLEOTIDE ANALOGS

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Bahamas	Granted	2455	10/3/2012	2455	6/24/2014
Bolivia	Granted	SP-0352-2012	10/3/2012	6385-B	11/26/2014
Ecuador	Published	IEPI-2014-74	10/3/2012		
El Salvador	Published	E-4696/2014	10/3/2012		
Eurasian Patent Organization	Allowed	201490753	10/3/2012		
India	Published	2953/DELNP/2014	10/3/2012		
Pakistan	Pending	671/2012	10/3/2012		

(692) Title: DIAMINOALKANE COMPOUNDS (VARIANTS) AND A METHOD OF PREPARING THEREOF (VARIANTS), A PHARMACEUTICAL COMPOSITION AND A THERAPEUTIC AGENT FOR INHIBITING CYTOCHROME-P450-MONOOXYGENASE, METHODS FOR TREATING AN HIV INFECTION AND VIRAL HEPATITS C, A METHOD OF MOD

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Granted	1200800450	9/30/2009	14409	
African Regional Industrial Property Organization	Granted	AP/P/2008/004720	9/30/2014	AP2985	

Anguilla	Granted	AI/A/2015/00172	11/2/2015	AI/A/2015/00172
Armenia	Granted	200900155	11/28/2014	20489
Congo, Democratic Republic of	Pending	NP/004/EXT/2016		
Ethiopia	Granted	ET/PI/15/185	5/25/2016	134
Eurasian Patent Organization	Allowed	201270738		
Eurasian Patent Organization	Granted	200900155	11/28/2014	20489
Fiji	Published	1217		
Guyana	Published	1642		
Haiti	Pending			
India	Pending	10487/DELNP/2008		
Indonesia	Granted	W00200900061	8/12/2016	IDP00042227
Jamaica	Pending	18/1/5696		

Kazakhstan	Unfiled			
Kazakhstan	Granted	200900155	11/28/2014	20489
Kiribati	Granted	13/15	10/7/2015	13/15
Kyrgyz Republic	Granted	200900155	11/28/2014	20489
Moldova	Granted	200900155	11/28/2014	20489
Montserrat	Granted		9/23/2015	3 of 2015
Nauru	Pending			
Nepal	Pending	894		
Seychelles	Granted	2049506	5/25/2016	2049506
Sierra Leone	Pending	EP2049506		
Solomon Islands	Granted	J37/370	2/10/2016	J37/370
South Africa	Pending	2008/10399		
Tajikistan	Granted	200900155	11/28/2014	20489
Thailand	Published	701003404		
Turkmenistan	Granted	200900155	11/28/2014	20489
Turks and Caicos Islands	Pending	10214		
Tuvalu	Granted		11/7/2015	TVP2049506
Vietnam	Pending	1-2009-00240		
Vietnam	Pending	1-2012-02702		
Virgin Islands (British)	Granted	415/6/2015	12/1/2015	415/6/2015

(719) Title: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1200900273	6/30/2010	14749
African Regional Industrial Property Organization	Granted	AP/P/2009/004964	9/16/2014	AP2986
African Regional Industrial Property Organization	Granted	AP/P/2013/007042	11/30/2016	AP3915
Armenia	Granted	200901155	7/30/2014	19893
Eurasian Patent Organization	Granted	200901155	7/30/2014	19893
Fiji	Granted			
Indonesia	Granted	W00200902299	3/18/2015	IDP000038076
Kazakhstan	Granted	200901155	7/30/2014	19893
Kyrgyz Republic	Granted	200901155	7/30/2014	19893
Moldova	Granted	200901155	7/30/2014	19893
South Africa	Pending	2009/05882		
South Africa	Unfiled			
Tajikistan	Granted	200901155	7/30/2014	19893
Thailand	Pending	801000867		
Turkmenistan	Granted	200901155	7/30/2014	19893
Vietnam	Pending	1-2009-01990		
Vietnam	Pending	1-2012-02696		

(757) Title: THE USE OF SOLID CARRIER PARTICLES TO IMPROVE THE PROCESSABILITY OF A PHARMACEUTICAL AGENT

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201000364	9/28/2012	15589
African Regional Industrial Property Organization	Granted	AP/P/2010/005429	1/30/2015	3209
Armenia	Granted	201071173	3/31/2016	22950
Belarus	Granted	201071173	3/31/2016	22950
Ecuador	Pending	SP-10-10636		
Eurasian Patent Organization	Published	201591353		
Eurasian Patent Organization	Granted	201071173	3/31/2016	22950

India	Pending	7565/DELNP/2010		
Indonesia	Published	W00201004105		
Kazakhstan	Granted	201071173	3/31/2016	22950
Kyrgyz Republic	Granted	201071173	3/31/2016	22950
Moldova	Granted	201071173	3/31/2016	22950
South Africa	Granted	2010/08007	10/26/2011	2010/08007
Tajikistan	Granted	201071173	3/31/2016	22950
Turkmenistan	Granted	201071173	3/31/2016	22950

VietnamPending1-2010-02929	

(775) Title: METHOD OF PREPARING AN INHIBITOR OF CYTOCHROME P450 MONOOXYGENASE, AND INTERMEDIATES INVOLVED

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201100311.00	4/1/2010	15801
Bolivia	Abandoned	11-114.749	4/1/2010	
Eurasian Patent Organization	Granted	201190179.00	4/1/2010	22739
Eurasian Patent Organization	Published	201590979.00	4/1/2010	
Ecuador	Pending	SP-11-11391	4/1/2010	
Indonesia	Granted	W00201103554	4/1/2010	IDP000041448
India	Pending	7323/DELNP/2011	4/1/2010	
Pakistan	Pending	262/2010	3/31/2010	
Thailand	Published	1101002473.00	4/1/2010	
Vietnam	Pending	1-2011-02324	4/1/2010	
South Africa	Granted	2011/07430	4/1/2010	2011/07430

(895) Title: METHODS AND INTERMEDIATES FOR PREPARING PHARMACEUTICAL AGENTS

Country	Status	Application No.Filing DatePatent No.
India	Abandoned	6192/DELNP/2014

(899) Title: THERAPEUTIC COMPOUNDS

Country	Status	Application No.	FilingPatentIssue Date DateNo.
Eurasian Patent Organization	Published	201491287	2/1/2013
India	Pending	7100/DELNP/2014	2/1/2013

(EMU-108) Title: Antiviral Activity and Resolution of 2-Hydroxymethyl-5-(5-Fluorocytosin-1-yl)- 1,3-Oxathiolane

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Philippines	Granted	1-1992-43955	2/20/92	1-1992-43955	2/20/09
Philippines	Granted	55191	12/27/96	1-1996-55191	3/9/07
Philippines	Granted	55192	2/20/92	55192	12/19/08
Philippines	Granted	55193	2/20/92	55193	12/19/08

Philippines	Granted	55,194	2/20/1992	55194	12/19/2008

(EMU-4000) Title: 1,3-Oxathiolane Nucleoside Analogues

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Botswana	Granted	BW/A/1998/00163	4/27/98	BW/P/2002/00042	5/22/03

Domincan Republic	Granted	1793970004607.00	7/10/97	370	7/10/17
Honduras	Granted	PICA97118	8/18/97	3775	4/25/00
Jamaica	Granted	697267	7/8/97	3615	5/25/05
Nicaragua	Granted	97.0096	12/5/97	1134RPI	5/17/99

For purposes of this Appendix 2, references to “PCT,“ “OAPI,” “EAPO” and “ARIPO” shall not be construed or interpreted to grant rights to Licensee in any country other than those countries expressly included within the licenses granted to Licensee in Sections 2.1 and 2.2 of this Agreement.

APPENDIX 3

Terms for Technology Transfer

Gilead will make available to Licensee the following information in accordance with Section 5.4 to fully enable Licensee to manufacture FTC, TAF, TDF, EVG, COBI, TDF Product, TAF Product, EVG Product, COBI Product and Quad Product at commercial-scale quantities and in compliance with Gilead’s required quality specifications (but only to the extent not previously provided to Licensee under the Original License Agreement or other separate written agreement with Gilead and/or MPP):

1. Manufacturing process descriptions, specifications and methods;
2. Stability data;
3. Analytical method validation; and
4. Discussion of impurities.

Gilead will make available to Licensee the following information in accordance with Section 7 of the First Amendment to this Agreement, to fully enable Licensee to manufacture BIC and such FDA-approved Product containing BIC at commercial-scale quantities and in compliance with Gilead’s required quality specifications:

1. Manufacturing process descriptions, specifications and methods;
2. Stability data;
3. Analytical method validation; and
4. Discussion of impurities.

APPENDIX 4

Emtricitabine Patents

(EMU-108) Title: Antiviral Activity and Resolution of 2-Hydroxymethyl-5-(5-Fluorocytosin-1-yl)- 1,3-Oxathiolane

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Philippines	Granted	1-1992-43955	2/20/92	1-1992-43955	2/20/09
Philippines	Granted	55191	12/27/96	1-1996-55191	3/9/07
Philippines	Granted	55192	2/20/92	55192	12/19/08
Philippines	Granted	55193	2/20/92	55193	12/19/08
Philippines	Granted	55194	2/20/92	55194	12/19/08

(EMU-4000) Title: 1,3-Oxathiolane Nucleoside Analogues

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Botswana	Granted	BW/A/1998/00163	4/27/98	BW/P/2002/00042	5/22/03
Dominican Republic	Granted	1793970004607.00	7/10/97	370	7/10/17
Honduras	Granted	PICA97118	8/18/97	3775	4/25/00
Jamaica	Granted	697267	7/8/97	3615	5/25/05
Nicaragua	Granted	97.0096	12/5/97	1134RPI	5/17/99

(270) Title: COMPOSITIONS AND METHODS FOR COMBINATION ANTIVIRAL THERAPY

Country	Status	Filing Date	Application No.	Patent No.	Issue Date

Armenia	Granted	1/13/2004	200501134	15145	6/13/2011
Eurasian Patent Organization	Published	1/13/2004	201100293		
Eurasian Patent Organization	Granted	1/13/2004	200501134	15145	6/13/2011
Kazakhstan	Granted	1/13/2004	200501134	15145	6/13/2011
Kazakhstan	Pending		200501134 (PTE Application)		
Kyrgyz Republic	Granted	1/13/2004	200501134	15145	6/13/2011
Kyrgyz Republic	Granted		200501134 (PTE Application)	15145	5/31/2012
Moldova	Granted	1/13/2004	200501134	15145	6/13/2011
Tajikistan	Granted	1/13/2004	200501134	15145	6/13/2011
Turkmenistan	Granted	1/13/2004	200501134	15145	6/13/2011
Turkmenistan	Pending		200501134 (PTE Application)		

(677) Title: A PHARMACEUTICAL COMPOSITION, A METHOD OF PREPARING THEREOF, AND A METHOD OF TREATING VIRAL DISEASES USING SAID COMPOSITION

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
Armenia	Granted	6/13/2006	200800033	17764	3/29/2013
Eurasian Patent Organization	Published	6/13/2006	201201265		
Eurasian Patent Organization	Granted	6/13/2006	200800033	17764	3/29/2013
India	Pending	6/13/2006	9661/DELNP/2007		
Kazakhstan	Granted	6/13/2006	200800033	17764	3/29/2013
Kyrgyz Republic	Granted	6/13/2006	200800033	17764	3/29/2013
Moldova	Granted	6/13/2006	200800033	17764	3/29/2013
South Africa	Granted	6/13/2006	2008/00297	2008/00297	4/28/2010
Tajikistan	Granted	6/13/2006	200800033	17764	3/29/2013
Turkmenistan	Granted	6/13/2006	200800033	17764	3/29/2013

APPENDIX 5

Countries in the COBI Territory

1. Afghanistan
2. Angola
3. Anguilla
4. Antigua and Barbuda
5. Armenia
6. Aruba
7. Bahamas
8. Bangladesh
9. Barbados
10. Belarus
11. Belize
12. Benin
13. Bhutan
14. Bolivia
15. Botswana
16. British Virgin Islands
17. Burkina Faso
18. Burundi
19. Cambodia
20. Cameroon
21. Cape Verde
22. Central African Republic
23. Chad
24. Comoros
25. Congo, Rep
40. Georgia
41. Ghana
42. Grenada
43. Guatemala
44. Guinea
45. Guinea-Bissau
46. Guyana
47. Haiti
48. Honduras
49. India
50. Indonesia
51. Jamaica
52. Kazakhstan
53. Kenya
54. Kiribati
55. Kyrgyzstan
56. Lao, People's Dem. Rep.
57. Lesotho
58. Liberia
59. Madagascar
60. Malawi
61. Malaysia
62. Maldives
63. Mali
64. Mauritania
79. Papua NewGuinea
80. Phillipines
81. Rwanda
82. Saint Kitts and Nevis
83. Saint Lucia
84. Saint Vincent & the Grenadines
85. Samoa
86. São Tomé and Príncipe
87. Senegal
88. Seychelles
89. Sierra Leone
90. Solomon Islands
91. Somalia
92. South Africa
93. South Sudan
94. Sri Lanka
95. Sudan
96. Surinam
97. Swaziland
98. Syrian Arab Republic
99. Tajikistan
100. Tanzania, U. Rep. of
101. Thailand
102. Timor-Leste

26. Congo, Dem. Rep. of the
27. Côte d'Ivoire
28. Cuba
29. Djibouti
30. Dominica
31. Dominican Republic
32. Ecuador
33. El Salvador
34. Equatorial Guinea
35. Eritrea
36. Ethiopia
37. Fiji Islands
38. Gabon
39. Gambia
65. Mauritius
66. Moldova, Rep. of
67. Mongolia
68. Montserrat
69. Mozambique
70. Myanmar
71. Namibia
72. Nauru
73. Nepal
74. Nicaragua
75. Niger
76. Nigeria
77. Pakistan
78. Palau
103. Togo
104. Tonga
105. Trinidad and Tobago
106. Turkmenistan
107. Turks and Caicos
108. Tuvalu
109. Uganda
110. Ukraine
111. Uzbekistan
112. Vanuatu
113. Vietnam
114. Yemen
115. Zambia
116. Zimbabwe

APPENDIX 6

Countries in the EVG- Quad Territory

1. Afghanistan
2. Angola
3. Anguilla
4. Antigua and Barbuda
5. Armenia
6. Bahamas
7. Bangladesh
8. Barbados
9. Belize
10. Benin
11. Bhutan
12. Bolivia
13. Botswana
14. British Virgin Islands
15. Burkina Faso
16. Burundi
17. Cambodia
18. Cameroon
19. Cape Verde
20. Central African Republic
21. Chad
22. Comoros
23. Congo, Rep
24. Congo, Dem. Rep. of the
25. Côte d'Ivoire
26. Cuba
27. Djibouti
28. Dominica
29. Ecuador
30. El Salvador
31. Equatorial Guinea
32. Eritrea
33. Ethiopia
34. Fiji Islands, Rep. of the
35. Gabon
36. Gambia
37. Georgia
38. Ghana
39. Grenada
40. Guatemala
41. Guinea
42. Guinea-Bissau
43. Guyana
44. Haiti
45. Honduras
46. India
47. Indonesia
48. Jamaica
49. Kazakhstan
50. Kenya
51. Kiribati
52. Kyrgyzstan
53. Lao People's Dem. Rep.
54. Lesotho
55. Liberia
56. Madagascar
57. Malawi
58. Maldives
59. Mali
60. Mauritania
61. Mauritius
62. Moldova, Rep. of
63. Mongolia
64. Mozambique
65. Myanmar
66. Namibia
67. Nauru
68. Nepal
69. Nicaragua
70. Niger
71. Nigeria
72. Pakistan
73. Palau
74. Papua New Guinea
75. Rwanda
76. Saint Kitts and Nevis
77. Saint Lucia
78. Saint Vincent & the Grenadines
79. Samoa
80. São Tomé and Príncipe
81. Senegal
82. Seychelles
83. Sierra Leone
84. Solomon Islands
85. Somalia
86. South Africa
87. South Sudan
88. Sri Lanka
89. Sudan
90. Suriname
91. Swaziland
92. Syrian Arab Republic
93. Tajikistan
94. Tanzania, U. Rep. of
95. Thailand
96. Timor-Leste
97. Togo
98. Tonga
99. Trinidad and Tobago
100. Turkmenistan
101. Turks and Caicos
102. Tuvalu
103. Uganda
104. Uzbekistan
105. Vanuatu
106. Vietnam
107. Yemen
108. Zambia
109. Zimbabwe

APPENDIX 7

1. Afghanistan
2. Angola
3. Anguilla
4. Antigua and Barbuda
5. Armenia
6. Aruba
7. Bahamas
8. Bangladesh
9. Barbados
10. Belarus
11. Belize
12. Benin
13. Bhutan
14. Bolivia
15. Botswana
16. British Virgin Islands
17. Burkina Faso
18. Burundi
19. Cambodia
20. Cameroon
21. Cape Verde
22. Central African Republic
23. Chad
24. Comoros
25. Congo, Rep
26. Congo, Dem. Rep. of the
27. Côte d'Ivoire
28. Cuba
29. Djibouti
30. Dominica
31. Dominican Republic
32. Ecuador
33. El Salvador
34. Equatorial Guinea
35. Eritrea
36. Ethiopia
37. Fiji Islands
38. Gabon
39. Gambia
40. Georgia
41. Ghana
42. Grenada
43. Guatemala
44. Guinea
45. Guinea-Bissau
46. Guyana
47. Haiti
48. Honduras
49. India
50. Indonesia
51. Jamaica
52. Kazakhstan
53. Kenya
54. Kiribati
55. Kyrgyzstan
56. Lao, People's Dem. Rep.
57. Lesotho
58. Liberia
59. Madagascar
60. Malawi
61. Malaysia
62. Maldives
63. Mali
64. Mauritania
65. Mauritius
66. Moldova, Rep. of
67. Mongolia
68. Montserrat
69. Mozambique
70. Myanmar
71. Namibia
72. Nauru
73. Nepal
74. Nicaragua
75. Niger
76. Nigeria
77. Pakistan
78. Palau
79. Papua NewGuinea
80. Phillipines
81. Rwanda
82. Saint Kitts and Nevis
83. Saint Lucia
84. Saint Vincent & the Grenadines
85. Samoa
86. São Tomé and Príncipe
87. Senegal
88. Seychelles
89. Sierra Leone
90. Solomon Islands
91. Somalia
92. South Africa
93. South Sudan
94. Sri Lanka
95. Sudan
96. Surinam
97. Swaziland
98. Syrian Arab Republic
99. Tajikistan
100. Tanzania, U. Rep. of
101. Thailand
102. Timor-Leste
103. Togo
104. Tonga
105. Trinidad and Tobago
106. Turkmenistan
107. Turks and Caicos
108. Tuvalu
109. Uganda
110. Ukraine
111. Uzbekistan
112. Vanuatu
113. Vietnam
114. Yemen
115. Zambia
116. Zimbabwe

MASTER AGREEMENT

by and between

GILEAD SCIENCES, INC. and GILEAD SCIENCES K.K.

and

JAPAN TOBACCO INC.

Dated as of November 29, 2018

[*] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

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MASTER AGREEMENT

This Master Agreement (this "**Agreement**") is made and entered into as of November 29, 2018 (the "**Execution Date**") and, except for certain provisions specified in Section 12.1 that will be effective as of the Execution Date, will be effective as of the Closing Date (as defined below), by and between Japan Tobacco Inc., a Japan corporation having its principal place of business at Toranomon 2-2-1, Minato-ku, Tokyo 105-8422, Japan ("**JT**"), on the one hand, and Gilead Sciences, Inc., a Delaware corporation having its principal place of business at 333 Lakeside Drive, Foster City, California, CA 94404, United States ("**Gilead**"), and Gilead Sciences K.K., a Japan corporation having its principal place of business at Gran Tokyo South Tower 16F, Marunouchi 1-9-2, Chiyoda-ku, Tokyo 100-6616, Japan ("**GSJ**"), on the other hand. JT, on the one hand, and Gilead and GSJ, on the other hand, are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, JT and Gilead are parties to that certain License Agreement, dated July 31, 2003, as amended from time to time before the Execution Date ("**VTE License Agreement**") whereby JT obtained the exclusive right to develop and commercialize Viread®, Emtriva®, Truvada®, and Descovy® (such products and any other product licensed to JT under the VTE License Agreement, the "**VTE Products**") in Japan;

WHEREAS, JT and Gilead are parties to that certain License Agreement, dated March 22, 2005, as amended from time to time before the Execution Date ("**EVG License Agreement**") whereby Gilead obtained the exclusive right to develop and commercialize Stribild® and Genvoya® (such products and any other product within the scope of the licenses under the EVG License Agreement, the "**EVG Products**" and together with the VTE Products, the "**HIV Products**") outside of Japan, and JT obtained the exclusive right to develop and commercialize the EVG Products in Japan;

WHEREAS, JT subsequently licensed or sublicensed, as the case may be, certain commercialization rights related to the HIV Products to its Affiliate, Torii Pharmaceutical Co., Ltd. ("**Torii**");

WHEREAS, the Parties now desire to enter into a transaction pursuant to this Agreement (the "**Transaction**") that, subject to any required government approvals and other closing conditions as provided herein, will provide that, *inter alia*, the licenses granted by Gilead to JT to the HIV Products in Japan will be terminated and Gilead will have the exclusive rights to the HIV Products in Japan as further described herein and in the New Ancillary Agreements (as defined below);

WHEREAS, the Transaction is comprised of different stages as follows:

first, the Parties are executing this Agreement and certain other agreements and will be seeking approval from the Japan FTC (as defined below) to close the Transaction;

second, upon the Closing (as defined below), the Parties will commence the transition of rights in Japan to the HIV Products to Gilead in a staged manner;

third, upon the Marketer Change Date, GSJ will commence marketing and promotional activities of the HIV Products in Japan, and JT and its Affiliates (as defined below) will cease to engage in Commercialization (as defined below) activities other than distribution of the HIV Products;

fourth, from the Closing until the Distribution Change Date, Torii will continue to supply the HIV Products to its wholesalers in Japan and upon the Distribution Change Date, GSJ will commence supplying the HIV Products to its wholesalers in Japan and thereafter, Gilead and GSJ will have the sole right to sell the HIV Products in Japan and JT will remain the marketing authorization holder for the HIV Products in Japan until the MAH Transfer; and

finally, as further described below, the VTE License Agreement will terminate and the EVG License Agreement shall be amended and restated such that JT grants to Gilead all rights which it has with respect to the Products (as defined therein) in Japan; and

WHEREAS, in connection with this contemplated reallocation between JT and Gilead of the rights to the HIV Products in Japan, this Agreement and the New Ancillary Agreements provide for (i) the assignment and transfer of certain assets relating to the HIV Products in Japan and (ii) certain transitional activities and supply arrangements.

NOW, THEREFORE, in consideration of the premises and the mutual promises and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

ARTICLE 1
DEFINITIONS

Unless otherwise specifically provided herein, the following terms shall have the following meanings:

1.1 "**Action**" shall mean any action, claim, suit, litigation, proceeding, arbitration, mediation, audit, hearing, warning letter, inquiry, examination, finding of deficiency or non-compliance, request for recall, notice of violation, investigation or dispute.

1.2 "**Affiliate**" shall mean, as to any Person, any other Person which, directly or indirectly, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control," "controlled by" or "under common control with" shall mean the possession of the power to direct or cause the direction of management and policies of such Person, whether through direct or indirect ownership of voting securities or otherwise.

1.3 "**Agreement**" shall have the meaning set forth in the preamble.

1.4 "**Amended and Restated EVG License Agreement**" or "**A&R EVG License Agreement**" shall have the meaning set forth in Section 2.1.16.

1.5 "**Amended and Restated Pharmacovigilance Agreement Termination Agreement**" shall have the meaning set forth in Section 2.1.12.

1.6 "**Ancillary Agreements**" shall mean, collectively, the EVG License Agreement, the VTE License Agreement, and each of the New Ancillary Agreements.

1.7 "**Anti-Corruption Standards**" shall have the meaning set forth in Section 9.3.

1.8 "**Assigned Assets**" shall have the meaning set forth in Section 2.1.1.

1.9 "**Assigned Contracts**" shall mean the Contracts set forth on Schedule 2.1.1A.

1.10 "**Assigned Know-How**" shall mean all Know-How owned or controlled by JT or its Affiliates solely relating to the Japan HIV Products Business.

1.11 "**Assigned Regulatory Approvals**" shall mean any Regulatory Approvals held by or on behalf of JT or its Affiliates relating to the Japan HIV Products Business as set forth on Schedule 2.1.1B.

1.12 "**Assignment Date**" shall have the meaning set forth in Section 2.1.1.

1.13 "**Assumed Liabilities**" shall have the meaning set forth in Section 2.1.4.

1.14 "**Basket Amount**" shall have the meaning set forth in Section 10.2.1.

1.15 **[*]** shall mean **[*]**.

1.16 **[*]**" shall mean **[*]**.

1.17 "**Bill of Sale**" shall have the meaning set forth in Section 2.1.5.

1.18 "**Business Day**" shall mean any day excluding Saturdays, Sundays and any day that is a legal holiday under the laws of the United States or Japan or that is a day on which banking institutions located in San Francisco, California or Tokyo, are authorized or required by Law or other governmental action to close.

1.19 **[*]** shall have the meaning set forth in Section **[*]**.

1.20 **[*]**.

1.21 "**Cap**" shall have the meaning set forth in Section 10.2.2.

1.22 "**Closing**" shall have the meaning set forth in Section 2.2.1.

1.23 "**Closing Date**" shall have the meaning set forth in Section 2.2.1.

1.24 **"Commercial Handover**" shall mean the activities of JT and Torii designed to ensure a smooth and uninterrupted transition of activities pertaining to the HIV Products in Japan as described in further detail in Article 8 (other than Section 8.8).

1.25 "**Commercialize**" shall mean to promote, market, distribute, sell or provide product support for an HIV Product (other than in connection with clinical trials of such HIV Product), and "Commercializing" and "Commercialization" shall be interpreted accordingly.

1.26 "**Compound**" shall mean each of (a) FTC, (b) GS-7340 (i.e. TAF), (c) TDF, (d) Tenofovir, each respectively as defined in Sections 1.17, 1.25, 1.71 and 1.72 of the VTE License Agreement, (e) Compound (i.e. EVG), as defined in Section 1.9 of the EVG License Agreement, and (f) GS-9350 (i.e. COBI), as defined in Section 1.5 of the Second Amendment to the EVG License Agreement entered into as of May 17, 2010.

1.27 "**Confidential Information**" shall have the meaning set forth in Section 11.1.

1.28 "**Contract**" shall mean all written or oral agreements, contracts, subcontracts, leases or subleases (whether for real or personal property), purchase orders, covenants not to compete, confidentiality agreements, licenses, sublicenses, instruments, notes, guarantees, assignments, options and warranties to which any of the Parties or their respective Affiliates is a party or by which any of the Parties or their respective Affiliates or any of the Assigned Assets are bound.

1.29 "**Develop**" shall mean the conduct of any pre-clinical, clinical or other studies or activities with respect to, or required for obtaining Regulatory Approval of, an HIV Product (including without limitation quality assurance and quality control activities) or for Commercialization of an HIV Product. The terms "Developing" and "Development" shall be interpreted accordingly.

1.30 "**Distribution Change Date**" shall mean the MAH Transfer Date or such earlier date specifically agreed between GSJ and JT. For clarity, in any event, the Distribution Change Date shall not be on or earlier than the Marketer Change Date and shall not be later than the MAH Transfer Date.

1.31 "**Encumbrance**" shall mean any lien, mortgage, deed of trust, right-of-way, right of setoff, assessment, security interest, pledge, lease, attachment, adverse claim, levy, charge, easement, restriction, license, hypothecation, preference, imperfection of title, right of possession, encumbrance or other similar restriction or any conditional sale Contract, title retention Contract or other Contract giving rise to any of the foregoing.

1.32 "**EVG License Agreement**" shall have the meaning set forth in the recitals.

1.33 "**EVG Products**" shall have the meaning set forth in the recitals.

1.34 "**Excluded Liabilities**" shall have the meaning set forth in Section 2.1.3.

1.35 "**Execution Date"** shall have the meaning set forth in the preamble.

1.36 "**Existing Contracts**" shall mean any Ancillary Agreement other than a New Ancillary Agreement.

1.37 "**Exploit**" or "**Exploiting**" shall mean to make, have made, import, use, sell or offer for sale, including to research, Develop, Commercialize, register, manufacture, have manufactured, hold or keep (whether for disposal or otherwise), have used, export, transport, or otherwise dispose of.

1.38 "**Exploitation**" means the act of Exploiting a compound, product or process.

1.39 "**FCPA**" shall have the meaning set forth in Section 9.3.1.

1.40 "**Gilead**" shall have the meaning set forth in the preamble.

1.41 "**Gilead Indemnified Parties**" shall have the meaning set forth in Section 10.1.

1.42 "**GMP**" means (a) the Japanese current good manufacturing practices and all related regulations and guidelines including Pharmaceutical Affairs Law, Drugs and Quasi-drugs Manufacturing Control and Quality Control Regulations (GMP) (MHLW Ministerial Ordinance No.179, 2004), as amended from time to time and MHLW Ministerial Ordinance on Standards for Quality Assurance for Drugs, Quasi-drugs, cosmetics and Medical Devices (GQP) (MHLW Ministerial Ordinance No.136, 2004) and (b) the European Community Directive 91/356/EEC, Directive 2001/20/EC, Directive 2001/83/EC and all relevant implementations of such directives and relevant guidelines including the EC Guidelines, as may be amended from time to time.

1.43 "**Governmental Authority**" shall mean any national, supranational, international, federal, state, local, provincial or other governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body of competent jurisdiction, including the PMDA, Japan FTC, Japan Customs and its regional offices in Japan.

1.44 "**GQP Migration Taskforce**" shall have the meaning set forth in Section 6.1.1.

1.45 "**Gross Sales**" shall have the meaning set forth in Section 4.5.3.

1.46 "**GSJ**" shall have the meaning set forth in the preamble.

1.47 "**GSJ MAH Products**" shall have the meaning set forth in Exhibit C.

1.48 "**GVP Migration Taskforce**" shall have the meaning set forth in Section 6.1.2.

1.49 "**HIV Physician Introduction**" shall mean the occurrence of all of the actions described in Section 8.2.

1.50 "**HIV Products**" shall have the meaning set forth in the recitals.

1.51 "**Interim Period**" shall have the meaning set forth in Section 4.5.1.

1.52 "**Inventory Purchase Agreement**" shall have the meaning set forth in Section 2.1.8.

1.53 "**J-SEC**" shall have the meaning set forth in Section 11.3.2.

1.54 "**Japan**" shall mean Japan and its possessions and territories thereof.

1.55 "**Japan EVG Products Business**" shall mean that portion of the business of JT and its Affiliates, directly or indirectly, consisting of the Exploitation of each EVG Product in Japan, as conducted by JT and its Affiliates as of the date of this Agreement.

1.56 "**Japan FTC**" shall mean the Japan Fair Trade Commission.

1.57 "**Japan HIV Products Business**" shall mean the Japan EVG Products Business and the Japan VTE Products Business.

1.58 "**Japan VTE Products Business**" shall mean that portion of the business of JT and its Affiliates, directly or indirectly, consisting of the Exploitation of each VTE Product in Japan, as conducted by JT and its Affiliates as of the date of this Agreement.

1.59 "**Joint Committee**" shall have the meaning set forth in Section 6.2.

1.60 "**JT**" shall have the meaning set forth in the preamble.

1.61 "**JT Indemnified Parties**" shall have the meaning set forth in Section 10.3.

1.62 "**JT Representatives**" shall have the meaning set forth in Section 9.3.1.

1.63 "**Key Gilead Personnel**" shall mean (a) for **[*]**, **[*]**, and (b) for **[*]**, **[*]**.

1.64 "**Key JT Personnel**" shall mean, for **[*]**, **[*]**, and, for **[*]**, **[*]**.

1.65 "**Know-How**" shall mean (a) all information, know-how, techniques and data relating to development, manufacture, use or sale of a Compound or an HIV Product, including but not limited to, inventions, practices, methods, knowledge, know-how, skill, experience, test data (including without limitation pharmacological, toxicological, clinical, analytical and quality control data, regulatory submissions, correspondence and communications, and marketing, pricing, distribution, cost, sales, manufacturing, patent and legal data or descriptions); and (b) Regulatory Documentation containing know-how.

1.66 "**Law**" shall mean any federal, state, local, municipal, foreign or other law, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, guidance, court order, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority, including GMP.

1.67 "**Liability**" shall mean any direct or indirect liability, indebtedness, obligation, commitment, or expense, whether accrued, absolute, contingent, matured, unmatured, liquidated, unliquidated, known or unknown.

1.68 "**List of Events**" shall have the meaning set forth in Schedule 8.3.

1.69 "**List of HCPs**" shall have the meaning set forth in Schedule 8.2.

1.70 "**List of Institutions**" shall have the meaning set forth in Schedule 8.2.

1.71 "**Losses**" shall have the meaning set forth in Section 10.1.

1.72 "**MAH Transfer**" shall mean the transfer of all of the marketing authorizations for the HIV Products in Japan from JT to GSJ.

1.73 "**MAH Transfer Date**" shall mean the date upon which the MAH Transfer occurs.

1.74 "**Manufacturing Term**" shall have the meaning set forth in Exhibit C.

1.75 "**Marketer Change Date**" shall mean January 1, 2019 or if the Closing becomes later than December 27 2018, five (5) Business Days after Closing.

1.76 "**Material Adverse Effect**" shall mean any event, circumstance, development, change or effect (collectively, an "**Effect**") that (a) has had or would reasonably be expected to have a material adverse effect on the Japan HIV Products Business or the Assigned Assets, taken as a whole, but excluding the extent of any such Effect resulting from or arising in connection with (i) changes or conditions generally affecting the pharmaceutical industry (except in the case of this clause (i) if the impact on the Japan HIV Products Business and the Assigned Assets, taken as whole, is materially disproportionate to the impact on such industry), or (ii) changes in Japan's general economic, regulatory or political conditions (except in the case of this clause (ii) if the impact on the Japan HIV Products Business and the Assigned Assets, taken as a whole, is materially disproportionate to the impact on the pharmaceutical industry); (b) materially impacts, materially delays or prevents the consummation of the Transaction; or (c) creates or imposes a limitation on the ability of Gilead to (i) acquire valid and marketable title to the Assigned Assets free and clear of all Encumbrances or (ii) freely manufacture, sell or distribute the HIV Products in Japan.

1.77 "**MHLW**" shall mean the Ministry of Health, Labour and Welfare of Japan.

1.78 "**Milestones**" shall have the meaning set forth in Section 4.2.

1.79 "**Net Sales**" shall mean **[*]**.

1.80 "**New Ancillary Agreements**" shall mean, collectively, the Transition Services Agreement, the Amended and Restated EVG License Agreement, the Inventory Purchase Agreement, the Promotion Agreement, the Packaging and Labeling Agreement (if any), the

Amended and Restated Pharmacovigilance Agreement Termination Agreement, the Supply Agreement Amendment, the Quality Agreement Amendment and any other agreements between JT or any of its Affiliates and Gilead or any of its Affiliates entered into in connection with or pursuant to this Agreement or to any other New Ancillary Agreement.

1.81 "**Non-Assignable Right**" shall have the meaning set forth in Section 2.3.

1.82 "**Notice of Termination**" shall have the meaning set forth in Section 12.3.1.

1.83 "**Objection Period**" shall have the meaning set forth in Section 4.2.

1.84 "**Order**" shall mean any writ, judgment, decree, injunction or similar order, including consent orders, of any Governmental Authority (in each such case whether preliminary or final).

1.85 "**Packaging and Labeling Agreement**" shall have the meaning set forth in Section 2.1.11..

1.86 "**Packaging Option**" shall have the meaning set forth in Section 2.1.11.

1.87 "**PAL Enforcement Regulations**" shall mean the Enforcement Regulations of the Law on Securing Quality, Efficacy and Safety of Products including Pharmaceuticals and Medical Devices (MHLW Ordinance No. 1 of 1961, as amended).

1.88 "**Party**" or "**Parties**" shall have the meaning set forth in the preamble.

1.89 "**Patent**" shall mean (a) all patents, certificates of invention, applications for certificates of invention, and patent applications, including without limitation patent applications under the Patent Cooperation Treaty and the European Patent Convention, and abandoned patent applications throughout the world, together with (b) any renewal, divisional, continuation (in whole or in part), or continued prosecution applications of any of such patents, certificates of invention and patent applications, and any all patents or certificates of invention issuing thereon, and any and all reissues, reexaminations, extensions, divisions, renewals, substitutions, confirmations, supplemental protection certificates, registrations, revalidation, revisions, and additions of or to any of the foregoing, and any counterparts in any other country of any of the foregoing and any other patents and patent applications claiming priority back to any of the foregoing.

1.90 "**Person**" shall mean any person or entity, whether an individual, trustee, corporation, limited liability company, general partnership, limited partnership, trust, unincorporated organization, business association, firm, joint venture, executor, administrator or other legal personal representative, or any other legal entity, including a Governmental Authority.

1.91 **[*]** shall have the meaning set forth in Section 4.5.4.

1.92 "**Pharmaceutical Affairs Law**" shall mean the Law on Securing Quality, Efficacy and Safety of Products Including Pharmaceuticals and Medical devices (Law No. 145 of 1960).

1.93 "**PMDA**" shall mean the Pharmaceutical and Medical Devices Agency of Japan.

1.94 **[*]** shall have the meaning set forth in Section 8.13.

1.95 "**Promotion Fee**" shall have the meaning set forth in Section 2.1.10.

1.96 "**Quality Agreement Amendment**" shall have the meaning set forth in Section 2.1.14.

1.97 "**Quarterly Settlement Amount**" shall have the meaning set forth in Section 4.5.4.

1.98 "**Regulatory Approval**" shall mean all approvals (including without limitation supplements, amendments, and price approvals), licenses, registrations or authorizations of any national, supra-national, regional, state or local regulatory agency, department, bureau, commission, council or other governmental entity, relating to the HIV Products in Japan, including any pricing and reimbursement approvals.

1.99 "**Regulatory Documentation**" shall mean original documents or, to the extent original documents are not reasonably available, copies thereof, in any format in the possession or control of any of JT or its Affiliates as of the Assignment Date for the Assigned Regulatory Approvals, of all Assigned Regulatory Approvals, product specifications and correspondence with any Governmental Authority (including minutes and official contact reports relating to any communications with any Governmental Authority) related to any HIV Product in Japan, including research files, raw data, expert reports, research lab notes, regulatory applications, formulation data, any other data (including clinical and pre-clinical data), submissions and filings in connection with the foregoing, and, to the extent related to Japan, relevant supporting documents including all regulatory drug lists, materials submitted to the PMDA and adverse drug experience reports (periodic and expedited), in each case related to the Exploitation of any HIV Product in Japan.

1.100 "**Regulatory Taskforce**" shall have the meaning set forth in Section 6.1.3.

1.101 "**Related Party**" shall have the meaning set forth in Section 12.3.2.

1.102 "**Required Consents**" shall mean the written consents of any Third Party required for JT and its Affiliates to sell, convey, assign, transfer and deliver the Assigned Assets to Gilead or its Affiliates or to consummate the Transaction.

1.103 "**Safety Data Migration**" shall mean the completion of (a) transition by JT to Gilead of all legally required safety information from set forth in Sections 6.1.2.1 and 6.1.2.2 (b) transferring by Gilead (including any programing by Gilead of the necessary algorithms) the safety data of JT's **[*]** database into Gilead's **[*]** database; and (c) all relevant processes, to

enable GSJ to become fully competent in fulfilling its safety reporting obligations as marketing authorization holder.

1.104 "**SEC**" shall have the meaning set forth in Section 11.3.1.

1.105 "**Selected Events**" shall have the meaning set forth in Schedule 8.3.

1.106 "**Selected HCPs**" shall have the meaning set forth in Schedule 8.2.

1.107 "**Speaker/Seminar Transition**" shall mean the transition of speaker events, satellite seminars at medical congresses or the like conducted regularly or planned to be conducted by commercial and medical affairs personnel of JT or Torii, as such transition is more fully set forth in Schedule 8.3 and where such transition shall include transition of all such activities for all of the HIV Products other than those that Gilead elects to not transition.

1.108 "**Sublicensee**" shall mean a Third Party that is a sublicensee of Gilead's rights granted under the EVG License Agreement.

1.109 "**sNDA**" shall mean the in-process supplemental new drug application for **[*]** in Japan **[*]**.

1.110 **"Supply Agreement Amendment"** shall have the meaning set forth in Section 2.1.13.

1.111 "**Tax**" or "**Taxes**" shall mean any and all taxes, assessments, levies, tariffs, duties or other charges or impositions in the nature of a tax (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any Governmental Authority, including income, estimated income, gross receipts, profits, business, license, occupation, franchise, capital stock, real or personal property, sales, use, transfer, value added, employment or unemployment, social security, disability, alternative or add-on minimum, customs, excise, stamp, environmental, commercial rent or withholding taxes, and shall include any Liability for Taxes of any other Person under applicable Law, as a transferee or successor, by contract or otherwise.

1.112 "**Third Party**" shall mean any entity other than a Party or an Affiliate of a Party.

1.113 "**Third Party Claim"** shall have the meaning set forth in Section 10.9.

1.114 "**Torii**" shall have the meaning set forth in the preamble.

1.115 "**Transaction**" shall have the meaning set forth in the recitals.

1.116 "**Transaction Cap**" shall have the meaning set forth in Section 10.2.3.

1.117 "**Transfer Taxes**" shall have the meaning set forth in Section 9.2.7.2.

1.118 "**Transition Services Agreement**" shall have the meaning set forth in Section 2.1.9.

1.119 "**VTE License Agreement**" shall have the meaning set forth in the recitals.

1.120 "**VTE Products**" shall have the meaning set forth in the recitals.

1.121 "**Wholesaler Introduction**" shall have the meaning set forth in Schedule 8.1.

ARTICLE 2
TRANSACTION; CLOSING

2.1 **Transaction.**

2.1.1 **Purchase and Sale of Assigned Assets**. Subject to the terms and conditions set forth in this Agreement and the Transition Services Agreement, at and effective as of the applicable assignment date set forth on Schedule 2.1.1 for each category of asset listed therein, and if no such assignment date is specified for any such category of assets (or if such category of asset is not listed), as of the Closing (such date or an earlier date on or after the Closing if otherwise agreed in writing by the Parties, the "**Assignment Date**"), JT, on behalf of itself shall, and shall cause its applicable Affiliates to, sell, convey, assign, transfer and deliver to Gilead or an Affiliate thereof designated by Gilead on such Schedule or notified by Gilead to JT prior to the Assignment Date, and as of the Assignment Date, Gilead shall, or shall cause its applicable Affiliate to, purchase and accept, all of JT's or its Affiliate's right, title and interest in and to the Assigned Assets, free and clear of all Encumbrances. As used in this Agreement, "**Assigned Assets**" shall mean the Assigned Regulatory Approvals, Regulatory Documentation, Assigned Know-How, and Assigned Contracts, including any Work Product (as defined in Transition Services Agreement) to the extent provided under the Transition Services Agreement, and in addition, to the extent solely used in or held for use for or relating to the Japan HIV Products Business, any other assets owned or controlled by JT or its Affiliates in the categories set forth on Schedule 2.1.1.

2.1.2 **Cooperation**. In the event that the Assigned Assets and the license grant to Gilead in Section 5.1 or in any Ancillary Agreement omit information or records that Gilead requires for the Japan HIV Products Business, JT will cooperate or will cause its respective Affiliates to cooperate with Gilead to provide such information, records, or documentation by assignment or license, as applicable. For clarity, if JT has duly provided information, records, or documentation under this Section 2.1.2, Gilead shall not be entitled to double recovery for the failure to have provided such information, records or documentation as a result of a breach of Section 9.2.1.

2.1.3 **Excluded Liabilities**. Neither Gilead nor its respective Affiliates shall assume, nor become responsible for, and JT or its Affiliates shall remain responsible for and shall pay, perform and discharge when due, any Liability of JT or its Affiliates, including any Liabilities of JT or its Affiliates in respect of or relating to the Japan HIV

Products Business prior to January 1, 2019 or any Assigned Asset prior to its Assignment Date other than the liabilities of Gilead or GSJ as set forth in the Existing Contracts (collectively, the "**Excluded Liabilities**"). Notwithstanding anything in this Agreement to the contrary, Excluded Liabilities shall include:

2.1.3.1 all Liabilities to the extent related to any assets of JT and its Affiliates that are not Assigned Assets, including any Contracts (other than Existing Contracts) that are not Assigned Contracts;

2.1.3.2 all Liabilities of JT or its Affiliates to the extent related to each Assigned Asset, including each Assigned Contract, arising from any act or omission by JT or its Affiliates occurring prior to the applicable Assignment Date thereof or from the conduct of the Japan HIV Products Business by or on behalf of JT or its Affiliates, including from the sale of any HIV Product in Japan prior to January 1, 2019, except with respect to Liabilities of Gilead or GSJ as set forth in the Existing Contracts,

2.1.3.3 any Liabilities, obligations or commitments of JT, or any member of any consolidated, affiliated, combined or unitary group of which JT is or has been a member, for Taxes; provided, however, that Transfer Taxes incurred in connection with the transactions contemplated by this Agreement shall be paid in the manner set forth in Section 9.2.7.2; and

2.1.3.4 all Liabilities of JT or its Affiliates under the Existing Contracts.

2.1.4 **Assumed Liabilities**. Gilead or its respective Affiliate shall assume, and become responsible for, and JT or its Affiliates shall no longer be responsible for, and shall pay, perform and discharge when due, any Liability in respect of or relating to the Japan HIV Products Business arising on or after January 1, 2019 or with respect to any Assigned Asset on or after its Assignment Date, unless such Liability (a) arises from the negligence or intentional misconduct of JT or its Affiliates, (b) arises from any breach by JT of this Agreement or any Ancillary Agreement, (c) are those for which JT is obligated to indemnify Gilead under Section 10.1 of this Agreement, Section 11.1 of the A&R EVG License Agreement or any corresponding sections of any other Ancillary Agreement, (d) is specifically agreed by the Parties to be a Liability of JT or its Affiliates under the Master Agreement or any Ancillary Agreement (e) arises from any acts or omissions of JT or its Affiliates prior to the Closing or (f) are Excluded Liabilities (collectively, the "**Assumed Liabilities**").

2.1.5 **Product Returns and Recalls**.

2.1.5.1 JT will be responsible for processing all returns of any HIV Products sold by JT or its Affiliates until the MAH Transfer Date. Gilead will be responsible for processing all returns of any HIV

Products sold by JT or its Affiliates on or after the MAH Transfer Date. Gilead and JT will split the costs of returns as follows: (a) in the event that any such return is solely attributable to **[*]**, then such Party shall be financially responsible for such return, and (b) for any such return not covered by clause (a), (i) JT shall be responsible for **[*]**, (ii) the Parties shall split such costs from such returns occurring in **[*]** such that JT is responsible for **[*]** of the cost of returns occurring in the **[*]** and Gilead is responsible for **[*]** of such costs, (iii) each Party shall be responsible for **[*]** of such returns occurring in **[*]**, and (iv) JT shall be responsible for **[*]** of such costs for returns occurring in **[*]** and Gilead shall be responsible for **[*]** of such costs. Gilead will be responsible for the costs of all returns occurring **[*]**. JT shall invoice Gilead for the amounts due from Gilead **[*]**. This Section 2.1.5.1 shall not apply to **[*]**.

2.1.5.2 Prior to the MAH Transfer, JT will be responsible for fulfilling the role of the marketing authorization holder in Japan as it relates to recalls of the HIV Products. After the Distribution Change Date, JT and Gilead will cooperate regarding any recalls of the HIV Products in Japan. Gilead shall bear the costs of any recalls of HIV Products occurring after January 1, 2019, except in the case in which the recall is due to **[*]**. JT shall invoice Gilead for its and its Affiliate's costs associated therewith for which Gilead is responsible under this Section 2.1.5.2, including **[*]**.

2.1.6 **New Ancillary Agreements**. The Parties will enter into, or cause their applicable Affiliate to enter into, the New Ancillary Agreements concurrently with this Agreement, as of the Closing or such other date specified in this Agreement and each New Ancillary Agreement shall be effective as of the date set forth in such New Ancillary Agreement.

2.1.7 **Bill of Sale**. For each Assigned Asset or category of Assigned Assets, JT or its applicable Affiliate will enter into a customary Bill of Sale with Gilead or its designated Affiliate (each, a "**Bill of Sale**")effective as of the Assignment Date thereof.

2.1.8 **Inventory Treatment Summary and Inventory Purchase Agreement**. A binding summary of the treatment of the inventory to be purchased from JT by Gilead is set forth on Exhibit A, and Gilead and JT shall enter into an agreement regarding (and consistent with the terms of) the inventory purchase contemplated therein on or prior to February 1, 2019 ("**Inventory Purchase Agreement**").

2.1.9 **Transition Services Agreement**. Simultaneously with the execution of this Agreement, Gilead, GSJ and JT are entering into that certain form of agreement ("**Transition Services Agreement**") as set forth on Exhibit B to be effective as of the

Closing Date which describes the various services to be provided by JT or its Affiliate and related activities to be performed by Gilead.

2.1.10 **Promotion Appointment and Promotion Fee**. The Parties agree that from the Marketer Change Date to the MAH Transfer Date and beyond, GSJ shall have the sole right to market and promote the HIV Products. In furtherance thereof, JT hereby appoints GSJ as a promoter of such HIV Products as of the Marketer Change Date and until the MAH Transfer Date. Further terms and conditions of such appointment shall be set forth in a separate Promotion Agreement (the "**Promotion Agreement**"), which shall be entered into upon the Closing, on terms mutually agreed in good faith between the Parties. If agreed between the Parties, JT shall pay to GSJ a promotion fee (the "**Promotion Fee**") calculated based on **[*]** and paid at the time and in the manner as set forth in the Promotion Agreement. Where necessary, Gilead shall file the required notice and other documents with the applicable authorities, as further set forth in the Promotion Agreement. In the event that the Distribution Change Date predates the MAH Transfer Date, the Parties shall discuss and agree on the mechanisms for the payment of the Promotion Fee by JT to GSJ.

2.1.11 **Packaging Summary and Packaging and Labeling Agreement**. Gilead shall have an option (the "**Packaging Option**") to have JT cause Torii to print package inserts, bottle labels and cartons in order to package and label HIV Products as set forth in Exhibit C. In the event that Gilead or GSJ elects by written notice to Torii to exercise the Packaging Option, within **[*]** days of such notice JT shall cause Torii to enter into a packaging and labeling agreement with Gilead/GSJ for Torii to package and label Products (the "**Packaging and Labeling Agreement**"), which agreement shall include the terms and conditions of the packaging and labeling services for the HIV Products to be distributed by Gilead/GSJ in Japan on or after the MAH Transfer Date, in the event that Gilead has exercised the Packaging Option. A binding summary of the Parties' agreement in respect of the packaging and labeling of HIV Products during the various stages of the Transaction is set forth on Exhibit C.

2.1.12 **Amended and Restated Pharmacovigilance Agreement Termination Agreement**. JT and Gilead will enter into an Amended and Restated Pharmacovigilance Termination Agreement ("**Amended and Restated Pharmacovigilance Agreement Termination Agreement**") to be effective as of the MAH Transfer Date or any other date to be specifically agreed in the Amended and Restated Pharmacovigilance Agreement Termination Agreement.

2.1.13 **Supply Agreement Amendment**. JT and Gilead shall enter into an Amendment to the existing Supply Agreement ("**Supply Agreement Amendment**") at Closing to address any inconsistencies between the existing Supply Agreement and this Master Agreement and the other Ancillary Agreements. The Supply Agreement shall be terminated as of the MAH Transfer Date.

2.1.14 **Quality Agreement Amendment**. JT and Gilead will enter into a Quality Agreement Amendment ("**Quality Agreement Amendment**"), to be effective as of the

MAH Transfer Date, so that GSJ will take over JT's rights and obligations under the Quality Agreement.

2.1.15 **Safety Information Reporting Agreement and Quality Information Reporting Agreement**. In advance of the Marketer Change Date, JT and GSJ will enter into a Safety Information Reporting Agreement and Quality Information Reporting Agreement, both of which will be effective during the period from the Marketer Change Date to the MAH Transfer Date.

2.1.16 **Amendment of EVG License Agreement**. Simultaneously with the execution of this Agreement, JT and Gilead are entering into the Amended and Restated EVG License Agreement effective as of the Marketer Change Date, the form of which is attached hereto as Exhibit D ("**Amended and Restated EVG License Agreement**" or "**A&R EVG License Agreement"**).

2.1.17 **Termination of VTE License Agreement and Related Agreements**. The Parties agree that the VTE License Agreement shall terminate automatically effective as of the Marketer Change Date. The following provisions of the VTE License Agreement shall survive such termination by their terms: Article 1, Section 6.2(a) (License to Gilead) (but such license shall be worldwide in all respects); Section 6.2(b); Section 6.6; the first sentence of Article 11(Indemnification); Article 8 (to the extent relating to sales during the term of the VTE License Agreement and for purposes of any final accounting for sales prior to the termination of the VTE License Agreement; Section 9.1 (with respect to intellectual property arising during the Term); Article 13 (Confidentiality) (for the term specified therein, and in the event that there is information that constitutes Confidential Information under this Agreement and the VTE License Agreement, then this Agreement shall control); Section 14.6(c) (Technology Licenses); Article 15 (except to the extent inconsistent with the dispute resolution provisions of this Agreement); and Article 16 (other than Section 16.7), in any case (other than Article 15), except to the extent that such provision does not conflict with the provisions of this Agreement. Effective as of the termination of the VTE License Agreement, except as otherwise specified herein, any ancillary agreements to the VTE License Agreement shall also terminate, other than the Supply Agreement and any related quality agreements (all of which shall survive until terminated pursuant to the Supply Agreement Amendment or Quality Agreement Amendment).

2.1.18 **Termination of Memorandum**. That certain Memorandum entered into by and between JT and Gilead, dated April 30, 2012 (as amended and restated as of December 29, 2014), relating to the **[*]** ("**Memorandum**") shall automatically terminate in its entirety as of the later of January 1, 2019 or the Closing. For clarity, Gilead shall be responsible for the payment obligation under the **[*]**, the payment obligation for which by Gilead to JT shall survive such date until paid.

2.2 **Closing**.

2.2.1 **Place and Time**. On the terms and subject to the conditions set forth in this Agreement, the closing of the transactions contemplated by this Agreement (collectively, the "**Closing**") shall take place at the offices of GSJ at Gran Tokyo South Tower 16F, Marunouchi 1-9-2, Chiyoda-ku, Tokyo 100-6616, on the date that is two (2) Business Days after the satisfaction or waiver of the conditions precedent to Closing specified in ARTICLE 7 (other than those conditions that by their nature are to be satisfied by actions taken at the Closing, but subject the satisfaction or waiver of such conditions), or at such other time and place as the Parties mutually agree in writing. The date on which the Closing occurs is referred to as the "**Closing Date**."

2.2.2 **JT's Deliveries at Closing**. At the Closing, JT shall deliver, or cause to be delivered, to Gilead the following:

2.2.2.1 each of the New Ancillary Agreements listed on Schedule 2.2.2 to which JT or any of its Affiliates is a party, duly executed by one or more of JT or its respective Affiliates, as applicable; and

2.2.2.2 the Required Consents, if any, in form and substance reasonably satisfactory to Gilead.

2.2.3 **Gilead Closing Deliveries**. At the Closing, Gilead shall deliver, or cause to be delivered, to JT each of the New Ancillary Agreements listed on Schedule 2.2.3 to which Gilead or any of its Affiliates is a party, duly executed by one or more of Gilead or its respective Affiliates as applicable.

2.3 **Required Consents**. If the assignment or transfer of any asset included in the Assigned Assets (including any Assigned Contract) or any claim, right or benefit arising thereunder or resulting therefrom, without the consent of a Third Party, would constitute a breach or other contravention of the rights of such Third Party, would be ineffective with respect to any party to an agreement concerning such asset (including any Assigned Contract), claim, right or benefit, or, upon assignment or transfer, would in any way adversely affect the rights of JT or, upon transfer, Gilead (each, a "**Non-Assignable Right**"), then JT shall use its diligent efforts, at JT's sole cost and expense, to obtain such consent after the execution of this Agreement until such consent is obtained. If any such consent cannot be obtained prior to the Closing, then, notwithstanding anything to the contrary in this Agreement or any Ancillary Agreement but without limiting Section 3.2.5, (a) this Agreement and the related instruments of transfer shall not constitute an assignment or transfer of the applicable Non-Assignable Right, and JT shall use its diligent efforts, at JT's sole cost and expense, to obtain such consent as soon as possible after the Closing; and (b) at Gilead's election, (i) the Non-Assignable Right shall be excluded from the Assigned Assets and Gilead shall have no Liability whatsoever with respect to any such Non-Assignable Right or any Liability with respect thereto, or (ii) JT shall use its diligent efforts, at JT's sole cost and expense, to obtain for Gilead substantially all of the practical benefit and burden of such Non-Assignable Right, including by (A) entering into appropriate and reasonable alternative arrangements on terms mutually agreeable to Gilead and JT, and (B) subject to the consent and control of Gilead, enforcement, at the cost

and for the account of Gilead, of any and all rights of JT against the other party thereto arising out of the breach or cancellation thereof by such other party or otherwise

ARTICLE 3
CONDITIONS TO CLOSING

3.1 **Conditions to Obligations of Each Party**. The obligations of each Party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

3.1.1 No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law or Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal or otherwise restraining or prohibiting consummation of such transactions.

3.1.2 Any approvals or consents from any Governmental Authority, including, without limitation, from the Japan FTC, necessary for the consummation of the transactions contemplated hereby shall have been obtained, or the waiting periods (and any extensions thereof) under any applicable Laws shall have expired or been terminated. For clarity, a Government Authority's confirmation that GSJ has the legal capacity to import, direct manufacturing of and sell the HIV Products should not be included in the approvals or consents from a Governmental Authority required under this Section 3.1.2.

3.1.3 There shall not be pending any Action by any Governmental Authority seeking to (a) prohibit, enjoin or make illegal the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements or (b) impose or confirm limitations on the ability of Gilead or any of its Affiliates to effectively exercise full rights of ownership with respect to the Assigned Assets after Closing or otherwise Exploit the HIV Products in Japan.

3.2 **Conditions to Obligations of Gilead**. The obligations of Gilead to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Gilead's waiver, at or prior to the Closing, of each of the following conditions:

3.2.1 The representations and warranties of JT contained in this Agreement shall be true and correct in all material respects on and as of the Execution Date and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a date, the accuracy of which shall be determined as of that date).

3.2.2 JT shall have duly performed and complied in all material respects with all agreements, covenants and obligations required by this Agreement to be performed or complied with by JT prior to or on the Closing Date.

3.2.3 No Action shall have been commenced and be pending by any Person against

Gilead seeking to prevent the Closing that is not frivolous, excluding actions brought by a Third Party against Gilead either as a result of a breach by Gilead of this Agreement or as a result of a breach by Gilead of any agreement with such Third Party.

3.2.4 JT shall not have taken any action to terminate or seek to terminate the VTE License Agreement, EVG License Agreement, or Amended and Restated EVG License Agreement with respect to Japan.

3.2.5 The Required Consents shall be in full force and effect.

3.2.6 Since the Execution Date, no Material Adverse Effect shall have occurred.

3.2.7 JT shall have delivered to Gilead each of the items listed in Section 2.2.2.

3.3 Conditions to Obligations of JT. The obligations of JT to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or JT's waiver, at or prior to the Closing, of each of the following conditions:

3.3.1 The representations and warranties of Gilead contained in this Agreement shall be true and correct in all material respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date).

3.3.2 Gilead shall have duly performed and complied in all material respects with all agreements, covenants and obligations required by this Agreement to be performed or complied with by Gilead prior to or on the Closing Date.

3.3.3 No Action shall have been commenced and be pending by any Person against JT seeking to prevent the Closing that is not frivolous, excluding actions brought by a Third Party against JT either as a result of a breach by JT of this Agreement or as a result of a breach by JT of any agreement with such Third Party.

3.3.4 Gilead shall not have taken any action to terminate or seek to terminate the VTE License Agreement, EVG License Agreement, or Amended and Restated EVG License Agreement with respect to Japan.

3.3.5 Gilead shall have delivered to JT or its applicable Affiliate each of the items listed in Section 2.2.3.

ARTICLE 4
PAYMENTS

4.1 **Upfront Payment**. In partial consideration of the rights granted by JT to Gilead in this Agreement and the New Ancillary Agreements and the performance by JT of its obligations under this Agreement and the New Ancillary Agreements, within **[*]** Business Days after the Closing Date, Gilead

shall pay to JT an upfront payment of one hundred ninety four million US dollars ($194,000,000) in cash by wire transfer of immediately available funds into an account designated by JT. Such upfront payment is inclusive of any Japanese consumption taxes, which may be applicable to a portion of the services under the Transition Services Agreement.

4.2 **Milestone Payments**. In partial consideration of the rights granted by JT to Gilead in this Agreement and the New Ancillary Agreements and the performance by JT of its obligations under this Agreement and the New Ancillary Agreements, in no event earlier than **[*]** Business Days after the Closing Date, Gilead shall pay to JT the milestone payments set forth below in connection with achievement of the applicable milestones set forth below (the "**Milestones**"). JT shall deliver to Gilead written notice no later **[*]** Business Days following its determination that the achievement of any such milestone has occurred. Following receipt of such notice, Gilead shall have **[*]** Business Days (the "**Objection Period**") to object to JT's determination that the milestone has been achieved. If Gilead does not object to such determination by written notice to JT on or before **[*]** of the Objection Period, then Gilead shall make the applicable milestone payment **[*]** of the Objection Period. If Gilead objects to such determination before the end of the Objection Period, then the Parties shall resolve the dispute as set forth in this Agreement and the milestone payment shall be made **[*]**, if determined to be due through the dispute resolution procedures or agreement by the Parties. Each milestone payment set forth below shall be payable only once.

Milestone	Milestone Amount
1. The completion of the **[*]** in all material respects	US $**[*]**
2. The completion of the [*] in all material respects	US $**[*]**
3. The completion of the [*] in all material respects	US $**[*]**
4. [*]	US $**[*]**
5. [*]	US $**[*]**

4.3 **[*] Royalty Payments**.

4.3.1 Only in the event that **[*]** (such event, a **[*])**, Gilead shall pay to JT a royalty on **[*]** at the rates below:

Net Sales [*]	Royalty Rate
[*]	**[*]**
[*]	**[*]**
[*]	**[*]**
[*]	**[*]**
[*]	**[*]**

4.3.2 Such royalties shall be payable in Japanese Yen on a calendar year basis, within **[*]** days after the earlier of (i) the end of each calendar year and (ii) the end of any partial calendar year **[*]**, subject to the reductions set forth in Sections **[*]**, *mutatis mutandis*, as applicable, and the reductions set forth in Section **[*]**, as applicable, *mutatis mutandis*.

4.3.3 For example, for illustrative purposes only, subject to such reductions set forth in the **[*]**:

4.3.3.1 Gilead shall pay **[*]** of the annual Net Sales of **[*]**;

4.3.3.2 Gilead shall pay **[*]** of the annual Net Sales of **[*]**; and

4.3.3.3 Gilead shall pay **[*]** of the Net Sales of **[*]**.

4.3.4 For another example, for illustrative purposes only, subject to such reductions set forth in the **[*]**:

4.3.4.1 Gilead shall pay **[*]** of the annual Net Sales of **[*]**;

4.3.4.2 Gilead shall pay **[*]** of the annual Net Sales of **[*]**;

4.3.4.3 Gilead shall pay **[*]** of the annual Net Sales of **[*]**;

4.3.4.4 Gilead shall pay **[*]** of the annual Net Sales of **[*]**; and

4.3.4.5 Gilead shall pay **[*]** of the annual Net Sales of **[*]**.

4.3.5 For the avoidance of doubt, such royalties shall only be payable in the event that there has been a **[*]**. For example, if **[*]**, Gilead shall owe no royalties for **[*]**.

4.4 **General Payment and Tax Provisions**.

4.4.1 Except to the extent inconsistent with this Agreement, Sections 8.4 through 8.8 and Section 12.1 of the A&R EVG License Agreement shall apply to the upfront payment, milestone payments and royalties set forth in Sections 4.1, 4.2 and 4.3, *mutatis mutandis*, except that anything required quarterly shall be required only annually.

4.4.2 The Upfront Payment shall be inclusive of any sales, use, consumption or value added Tax imposed thereon. **[*]**.

4.4.3 Any amounts not paid by Gilead or JT when due under this Agreement shall be subject to interest from and including the date payment is due, through and including the date upon which such Party has made a wire transfer of immediately available funds into an account designated by the other Party, at an annual rate equal to the sum of **[*]** quoted in (i) the Money Rates section of the New York edition of the Wall Street Journal calculated daily on the basis of a 365-day year, or (ii) if such edition is unavailable, a similar reputable data source, or (iii) if lower, the highest rate permitted under applicable law.

4.5 **Economic Benefit of Sales Prior to Distribution Change Date**.

4.5.1 *Generally*. Regardless of whether the Closing occurs on or after January 1, 2019, but subject to the Closing having occurred, for the period from January 1, 2019 until the Distribution Change Date ("**Interim Period**"), JT shall pay to Gilead an amount based on the Net Sales of the HIV Products in Japan, subject to certain deductions, as further set forth in this Section 4.5.

4.5.2 *Reporting and Payment Settlement*. Within **[*]** Business Days after the end of each calendar quarter commencing during the Interim Period, JT will provide a preliminary flash report which will summarize the activities during such calendar quarter (or for any such calendar quarter ending after the Distribution Change Date, the portion of such calendar quarter ending on the Distribution Change Date).

4.5.3 Within **[*]** days after the end of each calendar quarter commencing during the Interim Period, JT will provide a report that accounts for the gross sales ("**Gross Sales**") of the HIV Products in Japan during such calendar quarter (or for any such calendar quarter ending after the Distribution Change Date, the portion of such calendar quarter ending on the Distribution Change Date) less any deductions taken to arrive at Net Sales of the HIV Products in Japan. In addition, JT will provide an inventory report with sufficient detail, including but not limited to lot numbers, the number of brite stock products and packaged finished products, the location of the products and the title holder of the products, to determine the number of units on hand for each HIV Product on an SKU by SKU basis at the beginning of such period, the number

of units sold by JT or its Affiliates during such period and all other reconciling information to arrive at the end of such period inventory balance.

4.5.4 During the Interim Period, JT will pay to Gilead the "**Quarterly Settlement Amount**" within **[*]** days of the end each calendar quarter commencing during the Interim Period, which will be calculated as follows:

> Net Sales (substituting "JT" for "Gilead" in such definition solely for purposes of this Section 4.5.4, with returns handled as set forth in Section 2.1.5) for each such calendar quarter (or for any such calendar quarter ending after the Distribution Change Date, the portion of such calendar quarter ending on the Distribution Change Date) less the following deductions:
>
> 1. **[*]** if any, for such period; and
> 2. **[*]** for all units of HIV Products sold during such period, where the **[*]**.

In the event the Quarterly Settlement Amount is negative, Gilead will pay to JT amounts owed within **[*]** days of receiving reports outlined in Section 4.5.3.

4.5.5 With regard to any deductions made to arrive at Net Sales of the HIV Products in Japan and the Quarterly Settlement Amount during the Interim Period, any adjustments shall be included in the current period's Quarterly Settlement Amount calculation, to the extent feasible. In the event any adjustments need to be made after the Interim Period, JT shall notify Gilead thereof no later than **[*]** days after the end of the Interim Period, and subject to their being no pending dispute therefor, Gilead or JT (as applicable) will remit the adjustment to the receiving Party within **[*]** days thereafter. In addition, upon reaching the end of the Interim Period, the Parties will negotiate in good faith to settle any outstanding rights or obligations.

4.5.6 The Parties will further work together and reasonably take into account the internal and external reporting requirements and timelines of the other Party when preparing reports pursuant to this Section 4.5. Audits shall be conducted according to Section 12.1 of the A&R EVG License Agreement, *mutatis mutandis*. JT shall provide to Gilead any other information reasonably requested by Gilead to determine whether JT has made all payments due to Gilead pursuant to this Section 4.5. Except to the extent inconsistent with this Agreement, Sections 8.4, 8.6 and 8.8 of the A&R EVG License Agreement shall apply to the amounts set forth in Section 4.5, *mutatis mutandis*, except that anything required quarterly shall be required only annually.

4.5.7 For clarity, the Parties acknowledge that the payment under this Article does not include any services under the Transition Services Agreement that may be done by JT or its Affiliates on or after January 1, 2020.

ARTICLE 5
LICENSE GRANTS

5.1 **License Grants**.

5.1.1 Subject to the terms and conditions of this Agreement, effective as of the Marketer Change Date, JT hereby grants to Gilead an exclusive with respect to the HIV Products (even as to JT and its Affiliates), royalty-free, fully paid license with the right to grant sublicenses to Gilead's Affiliates and Third Parties **[*]**, under all Know-How, Patents and other intellectual property, including copyrights, that JT or its Affiliates own or control that are used, held for use or related to the Japan HIV Products Business but that are not Assigned Assets in order for Gilead to conduct the Japan HIV Products Business on and after Marketer Change Date. For clarity, JT retains the right to use, assign, transfer or license to a third party, such Know-How, Patents and other intellectual property (that are not Assigned Assets) for any purpose other than the Exploitation of the HIV Products or the conduct of the Japan HIV Products Business.

5.1.2 Subject to the terms and conditions of this Agreement, and limited to the period from the Marketer Change Date through the MAH Transfer Date, Gilead hereby grants to JT a non-exclusive, fully-paid license or sublicense under the Gilead Technology (as defined in the EVG License Agreement) and the license granted by JT to Gilead under the EVG License Agreement solely as needed for JT to perform its obligations under this Agreement and the Ancillary Agreements in Japan. Gilead also hereby grants to JT a non-exclusive, fully-paid license or sublicense under the Gilead Technology (as defined in the VTE License Agreement) and the license granted by JT to Gilead under the VTE License Agreement solely as needed for JT to perform its obligations under this Agreement and the Ancillary Agreements in Japan. JT shall have the right to sublicense under such (sub)license to its Affiliates and permitted subcontractors under this Agreement and the Ancillary Agreements, **[*]**. For the avoidance of doubt, JT and its Affiliates will retain (subject to royalty obligations) all revenues from the sale of HIV Products in Japan prior to January 1, 2019.

5.2 **No Implied Licenses**. Except as expressly set forth in this Agreement, no Party grants any license under this Agreement, express or implied, to its intellectual property rights (including without limitation Patents) to another Party.

ARTICLE 6
GOVERNANCE

6.1 **Joint Committee and Task Forces**. In order to coordinate and oversee the activities under this Agreement and the Ancillary Agreements, including the Commercial Handover and the MAH Transfer, the Parties have agreed to establish a Joint Committee and certain task forces as described in this Article 6.

6.1.1 **GQP Migration Taskforce**. The Parties agree to establish a GQP migration taskforce to facilitate the transfer of GQP-related information for the HIV Products in Japan, including the following, (the "**GQP Migration Taskforce**"): The transfer by JT (or any of its

Affiliates) of quality assurance related documents and records relating to customer complaints, change management, deviation management, audits, product releases, quality standard codes, and other relevant information concerning each of the HIV Products, following the sequence to be determined by Gilead.

6.1.2 **GVP Migration Taskforce**. The Parties agree to establish a GVP migration taskforce to facilitate the transfer of GVP-related information for the HIV Products in Japan, including those below, (the "**GVP Migration Taskforce**"):

6.1.2.1 The transfer by JT (or any of its Affiliates) of drug safety documents and records, including without limitation (i) individual case reports, (ii) periodic safety reports, (iii) risk management plans, (iv) information relating to early phase post-marketing vigilance and post-marketing surveillance, (v) records of safety measures and notices of taking such measures, and (vi) records of inspections and audits by PMDA, self-inspections and corrective and preventive actions concerning each of the HIV Products, following the sequence to be determined by Gilead; and

6.1.2.2 The transfer by JT (or any of its Affiliates) of information relating to the drug safety database, including without limitation (i) information relating to technical specifications of the drug safety database (i.e. the name of the vendor and application and its version number), (ii) the number of cases reported, the evaluation of each case, if any, (iii) information about the numbering system of the cases, (iv) rules on special situation reports, (v) rules on treatment of safety information of active moieties, and (vi) information on CRO, if any.

6.1.2.3 The transfer by Gilead (including any programming by Gilead of the necessary algorithms) of the safety data of JT's **[*]** database into Gilead's **[*]** database.

6.1.3 **Regulatory Taskforce**. The Parties agree to form a Regulatory Taskforce (the "**Regulatory Taskforce**") for coordination of the discussions and procedures to be followed with PMDA regarding the transfer of the Assigned Regulatory Approvals to GSJ and any other regulatory activities, including the sNDA, as described in further detail in Section 8.4 and in the Transition Services Agreement. The Regulatory Taskforce shall also oversee and attend to the MAH Transfer from JT to GSJ, with a goal to achieve the MAH Transfer as quickly as practicable, as described in further detail in Section 8.7 and the Transition Services Agreement.

6.2 **Governance of Taskforces and Transition Activities**. The GQP Migration Taskforce, the GVP Migration Taskforce, the Regulatory Taskforce and all transition activities to enable the Commercial Handover and MAH Transfer shall be overseen by a Joint Committee (the "**Joint Committee**") established pursuant to this Agreement and shall be conducted while observing all

applicable Law, in particular competition law. The Joint Committee shall operate by the procedures set forth in this Section 6.2 and shall have only the powers described in this

Article 6 and elsewhere in this Agreement or any New Ancillary Agreement. For the avoidance of doubt, the Joint Committee shall not have the power to amend this Agreement or any Ancillary Agreement, and none of the taskforces established herein shall have decision-making authority.

6.2.1 **Role of the Joint Committee**. The role of the Joint Committee will be to:

6.2.1.1 oversee the establishment and operation of the taskforces described in Section 6.1 and establish rules and procedures governing such taskforces;

6.2.1.2 facilitate the exchange of information between the Parties under this Agreement and the Ancillary Agreements (including the exchange of information relating to HIV Products outside Japan, to the extent necessary to perform the activities as NDA holder under the Transition Services Agreement);

6.2.1.3 review, discuss and facilitate resolution of matters discussed in the Joint Committee;

6.2.1.4 establish such working groups or sub-committees, as it may choose from time to time to accomplish its purposes, and such groups or subcommittees may include those not members of the Joint Committee;

6.2.1.5 establish procedures for the efficient sharing of Regulatory Documentation, Know-How and materials necessary for the Commercial Handover, consistent with this Agreement and the Transition Services Agreement;

6.2.1.6 perform the functions assigned to the committees under the VTE License Agreement until such agreement is terminated, and perform the functions assigned to the “Joint Committee” as defined under the EVG License Agreement as such functions relate specifically to Japan until the Amended and Restated EVG License Agreement is in effect; and

6.2.1.7 perform such other functions as appropriate to further the purposes of this Agreement and the New Ancillary Agreements, as specified herein or in the applicable New Ancillary Agreement, including the resolution of disputes as contemplated by Section 13.10, or as otherwise agreed in writing by the Parties.

For clarification, until the Amended & Restated EVG License Agreement becomes effective, the Joint Committee under the EVG License Agreement shall perform its functions in accordance therewith as it

relates to the EVG Products outside Japan.

6.2.2 **Decision-Making**. Any disputes or disagreements concerning matters that cannot be resolved within the Joint Committee, and for which agreement between the Parties is required or otherwise involves breach of this Agreement, except as otherwise specified in the applicable Ancillary Agreement, **[*]**. The Joint Committee shall not have any power to amend, modify or waive compliance with this Agreement or any Ancillary Agreement.

6.2.3 **Joint Committee Membership and Procedures**.

6.2.3.1 **Membership**. JT and Gilead have each designated three (3) representatives to serve on the Joint Committee, as set forth in Schedule 6.2.3. Either Party may designate substitutes for its representatives if one (1) or more of such Party's designated representatives is unable to be present at a meeting. From time to time each Party may replace its representatives by written notice to the other Party specifying the prior representative(s) and their replacement(s). A representative of Gilead shall serve as the chairperson of the Joint Committee.

6.2.3.2 **Meetings**. The Joint Committee shall hold meetings at such times as it elects to do so. The chairperson shall be responsible for calling meetings. As the Joint Committee so determines at each such meeting, participants shall discuss the Commercial Handover and other transitional activities. Meetings of the Joint Committee shall be effective only if at least two (2) representatives of each Party are present or participating. The Joint Committee may meet either (i) in person at either Party's facilities, (ii) by audio or video teleconference, or (iii) at such locations as the Parties may otherwise agree. With the prior consent of each Party's representatives, other representatives of each Party or Third Parties involved with Development, Regulatory Approval, manufacture or Commercialization of HIV Products in Japan and procurement, maintenance and enforcement of Patent and trademark protection for HIV Products in Japan may attend meetings as observers.

6.2.3.3 **Minutes**. One of Gilead's Joint Committee representatives shall be responsible for preparing and issuing minutes of each such meeting within **[*]** days thereafter. Such minutes will not be finalized until JT reviews and confirms with Gilead the accuracy of such minutes in writing.

6.2.3.4 **Meeting Agendas**. A Gilead Joint Committee representative shall, after consulting with other Joint Committee representatives, develop and circulate an agenda containing the topics (i.e., Development, manufacturing or Commercialization issues and other agenda items) for

the upcoming meeting. The Gilead Joint Committee representative shall disclose to the representatives of the Joint Committee (i) the draft agenda no later than **[*]** Business Days in advance, and (ii) its final agenda at least **[*]** Business Days in advance, of each meeting of the Joint Committee; provided that under exigent circumstances requiring Joint Committee input, the Gilead Joint Committee representative may provide the draft and final agenda to the representatives of the Joint Committee within a lesser period of time in advance of the meeting, or may propose that there not be a specific agenda for a particular meeting, so long as such Joint Committee representatives reasonably consent to such temporary changes to the general process for distributing the agenda for Joint Committee meetings.

6.2.3.5 **Disbandment**. The Joint Committee shall disband upon notice by Gilead after the MAH Transfer.

ARTICLE 7
COMPETITION LAW FILINGS; RESTRICTIVE COVENANTS

7.1 **General**. Commencing as of the Execution Date and continuing after Closing, JT shall, and shall cause its Affiliates to, (a) except for activities relating to the Japan HIV Products Business transferred to Gilead or its Affiliate as contemplated hereunder and under the Ancillary Agreements, conduct its activities with respect to the Japan HIV Products Business in all material respects in the ordinary course of business, consistent with past practice and in accordance with applicable Law, until the MAH Transfer Date and (b) use diligent efforts to (i) prior to Closing, preserve the Japan HIV Products Business and the goodwill associated therewith and following Closing continue to conduct its activities in a manner to preserve the Japan HIV Products Business and the goodwill associated therewith, until the MAH Transfer Date, (ii) maintain its ability to package and label the HIV Products as needed to fulfill its obligations under the Packaging and Labeling Agreement, (iii) maintain its relations and goodwill with customers and other Persons having business relationships with JT and its Affiliates related to the Japan HIV Products Business until the Distribution Change Date **[*]**, (iv) maintain the Assigned Assets in good condition until assigned to Gilead or its applicable Affiliate and (v) until the Distribution Change Date, conduct distribution activities in respect of the HIV Products with at least the same (and no less than a reasonable) standard of care, skill, performance, and diligence that JT and its Affiliates provided to the HIV Products as of immediately prior to the Execution Date. Without limiting the foregoing, except as necessary to perform its activities under the Transition Services Agreement, JT shall not, and shall cause its respective Affiliates not to, **[*]**, do any of the following:

7.1.1 Encumber any Assigned Assets or sell, transfer, license, lease, permit to lapse or otherwise dispose of any Assigned Assets;

7.1.2 (A) terminate or fail to renew any Assigned Contract, or make any amendment to

or waive any right or remedy under any such Assigned Contract or (B) enter into any new Contract relating to the Japan HIV Products Business;

7.1.3 (A) abandon, lapse or allow to lapse any intellectual property that is held for use, used in the conduct of or related to the Japan HIV Products Business or (B) grant any license, sublicense or other right with respect to such intellectual property;

7.1.4 intentionally vary any inventory practices or inventory levels with respect to any HIV Product or engage in channel stuffing or similar practices in either case in a manner inconsistent with the ordinary course of business;

7.1.5 commence, compromise or settle any Action related to the Japan HIV Products Business or any Assigned Assets;

7.1.6 (A) revise or modify any promotional material or the label of any HIV Product or make other regulatory filings for any of the HIV Products in Japan other than as required by Law or as required to conduct its obligations under this Agreement and the Ancillary Agreements, or (B) add, remove or otherwise alter any references to the HIV Products in any website controlled by JT, Torii or their respective Affiliates or any of the content of such references in any such website, in each case ((A) and (B)), except as required by a Governmental Authority or as otherwise required by applicable Law; or

7.1.7 agree or commit to do any of the foregoing.

7.2 Efforts to Consummate Transaction. Each of the Parties agrees to use all commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable to the extent permissible under applicable Law, to consummate and make effective the Transaction as expeditiously as practicable and to ensure that the conditions set forth in ARTICLE 3 or otherwise in this Agreement are satisfied, insofar as such matters are within the control of such Party.

7.3 Notification of Certain Matters.

7.3.1 From the Execution Date until the Closing, each Party shall promptly notify the other Party of (a) any Action that shall be instituted or threatened (in a writing delivered to such Party) against such Party to restrain, prohibit or otherwise challenge the legality of any transaction contemplated by this Agreement, (b) any occurrence that occurs, arises or exists after the date of this Agreement and that would cause or constitute a material breach, or would reasonably be expected to cause or constitute a material breach, of any representation or warranty or covenant or obligation of such Party in this Agreement, (c) any occurrence that would make the timely satisfaction of any of the conditions set forth in ARTICLE 3 of this Agreement impossible or unlikely, and (d) any event, occurrence, effect, matter, change, development, condition or state of facts that occurs, arises or exists after the Execution Date and

that would cause or constitute, or would reasonably be expected to cause or constitute, a Material Adverse Effect.

7.3.2 From the Execution Date until the MAH Transfer Date, each Party shall promptly notify the other Party of (a) any Action that is commenced or, to the Party's knowledge, threatened against the Party or their respective Affiliates related to the Japan HIV Products Business or (b) any material regulatory investigation that is commenced to the Party's knowledge or material regulatory inquiry made by a Governmental Authority, in each case related to the Japan HIV Products Business.

7.3.3 No notice delivered pursuant to this Section 7.3 shall operate to waive or limit any of the rights or remedies of any of the Parties hereunder for the matters disclosed therein.

7.4 **Competition Law Filings**. (a) GSJ shall make any filings required to be made to the Japan FTC in accordance with applicable Law in Japan with respect to the transactions contemplated hereby as promptly as practicable after the Execution Date, (b) JT shall supply as promptly as practicable any additional information and documentary material that may be requested by the Japan FTC, and (c) each Party shall (i) keep each other promptly informed of communications from and to personnel of the Japan FTC and confer with each other regarding contacts with and responses to personnel of such authority to the extent permitted by applicable Law, and (ii) use their diligent efforts to take all other actions necessary to obtain any required clearances from the Japan FTC. Each Party shall cooperate fully with the other Parties and their Affiliates in connection with the foregoing.

7.5 **[*]**. **[*]**.

7.6 **No Termination of EVG License Agreement**. Neither Party will terminate or seek to terminate the EVG License Agreement prior to the effective date of the Amended and Restated EVG License Agreement.

7.7 **No Termination of VTE License Agreement**. Neither Party will terminate or seek to terminate the VTE Agreement prior to its termination under Section 2.1.17.

ARTICLE 8
OTHER COVENANTS

8.1 **Wholesaler Introduction**. On or promptly following the Closing Date, JT shall conduct, or shall cause Torii to conduct, the Wholesaler Introduction as set forth in Schedule 8.1.

8.2 **HIV Physician Introduction**. Promptly following the Closing Date, JT shall conduct, or shall cause Torii to conduct, the HIV Physician Introduction as set forth in Schedule 8.2.

8.3 **Speaker/Seminar Transition**. Promptly following the Closing Date, JT shall conduct, or shall cause Torii to conduct, the Speaker/Seminar Transition as set forth in Schedule 8.3.

8.4 **sNDA**. Until the MAH Transfer Date, the Regulatory Taskforce shall oversee the sNDA.

JT shall (a) provide to GSJ in an ongoing manner all information relating to the sNDA, (b) where legally permissible and requested by GSJ, accompany GSJ personnel to meetings with PMDA, (c) consult with GSJ on any prospective clinical trial plans prior to discussions with PMDA, (d) consult with GSJ on the timing of submission of documents to PMDA, and (e) make diligent efforts so that the sNDA application does not impact the timing of the MAH Transfer.

8.5 **Each Party's Obligation During the Period from Marketer Change Date to MAH Transfer and Thereafter**.

8.5.1 During the period from Marketer Change Date to Distribution Change Date:

8.5.1.1 JT shall import the HIV Products, have them packaged and labeled and sell (but neither market nor promote) the HIV Products in Japan;

8.5.1.2 JT shall pay the Promotion Fee to GSJ and the amounts set forth in Section 4.5;

8.5.1.3 In accordance with the Transition Services Agreement, JT shall undertake the activities as the marketing authorization holder, including pharmacovigilance and quality assurance activities and governance of approval of materials; and

8.5.1.4 GSJ shall promote and market the HIV Products in accordance with the applicable Law in Japan and duly cooperate with JT in meeting JT's obligation as the marketing authorization holder.

8.5.2 During the period from Distribution Change Date to the MAH Transfer Date, if the Distribution Change Date predates the MAH Transfer Date:

8.5.2.1 GSJ shall sell the HIV Products in Japan;

8.5.2.2 JT shall continue as the marketing authorization holder in Japan and pay the Promotion Fee (if any) to GSJ in accordance with the Promotion Agreement, if any;

8.5.2.3 In accordance with the Transition Services Agreement, JT shall continue undertaking the activities as the marketing authorization holder, including pharmacovigilance and quality assurance activities and governance of approval of materials; and

8.5.2.4 GSJ shall have the sole right to promote, market and distribute the HIV Products and shall do so in accordance with the applicable Law in Japan and duly cooperate with JT in meeting JT's obligation as the marketing authorization holder.

8.5.3 During the period after the MAH Transfer Date and beyond:

8.5.3.1 GSJ shall have the sole right to import the HIV Products, have them packaged and labeled and sell the HIV Products in Japan;

8.5.3.2 GSJ shall have the sole responsibility to undertake the activities as the marketing authorization holder, including pharmacovigilance and quality assurance activities and governance of approval of materials; and

8.5.3.3 GSJ shall have the sole right to promote and market, and distribute the HIV Products in Japan.

8.6 **Notices**. At least **[*]** Business Days (or other period agreed on between the Parties) before the Distribution Change Date, Gilead shall, or shall cause its applicable Affiliate to, provide notice, in a form agreed by the Parties, to all hospitals and pharmacies that have purchased HIV Products at any time on or after **[*]**, that the registered marketer/distributor will change from Torii to GSJ as of the Distribution Change Date and request such hospitals and pharmacies to order and purchase the HIV Products from GSJ on or after the Distribution Change Date.

8.7 **MAH Transfer**. Until the MAH Transfer Date, the Regulatory Taskforce shall oversee and attend to the MAH Transfer from JT to GSJ, with a goal to achieve the MAH Transfer as quickly as practicable. The Regulatory Taskforce shall discuss and agree on the timing to file a notice of MAH Transfer with PMDA including the expected MAH Transfer Date, considering the progress of the Safety Data Migration, and the timing of the MAH Transfer shall be as agreed by the Parties through the Regulatory Taskforce. Each Party shall use diligent efforts to complete the MAH Transfer by **[*]**.

8.8 **[*]**. **[*]**.

8.9 **Discontinuation of Names and Logos**. On and after the Distribution Change Date, JT shall no longer use, and shall cause any of its Affiliates to not use, any and all names or logos of Gilead or its Affiliates and any product tradenames or trademarks for the HIV Products, in each case except (i) as may be required in order for it to perform its obligations hereunder and under the Ancillary Agreements, or (ii) in reference to activities prior to the Distribution Change Date.

8.10 **Discontinuation of Promotion of HIV Products**. On and after the Marketer Change Date, except as otherwise agreed by the Parties in the Transition Services Agreement or by Gilead in writing, JT and its Affiliates shall no longer Commercialize (other than distribute) any HIV Product and shall cease any and all Commercialization activities other than those assigned to it under the Transition Services Agreement (if any) or pursuant to a mutually agreed written wind-down plan to ensure that the transfer of product promotional activities and distribution is properly conducted, which wind-down plan shall be set forth in the Transition Services Agreement.

8.11 **Discontinuation of Distribution of HIV Products**. On and after the Distribution Change Date, except as otherwise agreed by the Parties in writing, JT and is Affiliates shall no longer distribute

any HIV Product and shall cease any and all Commercialization activities other than those mutually agreed in writing. HIV Product returns shall be handled in accordance with Section 2.1.5.

8.12 **JT Assistance** . JT shall provide its assistance to Gilead or its designated party, as may be reasonably necessary to transfer and transition over a reasonable period of time to Gilead all other technology or know-how, or then-existing commercial arrangements, that is, or are, necessary or useful for Gilead to commence or continue Commercializing the HIV Products in Japan, including without limitation transferring any agreements or arrangements with relevant Third Party vendors. Such assistance shall be at no cost to Gilead except as otherwise expressly provided in the Transition Services Agreement. To the extent that any such contract between JT and a Third Party is not assignable to Gilead, then JT shall reasonably cooperate with Gilead to arrange to continue to obtain such services from such entity for JT to provide to Gilead. In addition, in the event any Governmental Authority requests from Gilead or any of its Affiliates any information, documents or records in respect of the HIV Products Business that are in the possession of JT or any of its Affiliates, or that can be generated only by JT or its Affiliates, JT shall, and shall cause its Affiliates to, reasonably assist Gilead and its Affiliates in responding to such request, including by furnishing or generating such information, documents or records.

8.13 **JT Ongoing Study Support**. **[*]**.

ARTICLE 9
REPRESENTATIONS AND WARRANTIES

9.1 **Mutual Representations and Warranties of the Parties**. Each Party hereby represents and warrants (with respect it itself and, where applicable, its Affiliates) to the other Parties as of the Execution Date and the Closing Date as follows:

9.1.1 **Corporate Existence and Power**. It is a company or corporation duly organized, validly existing and in good standing under the Laws of the jurisdiction in which it is incorporated, and has full corporate power and authority and the legal right to own and operate its property and assets and to carry on its business as it is now being conducted and as contemplated in this Agreement, including, without limitation, in the case of JT, the right to assign the Assigned Assets, and in the case both Parties, to grant the licenses granted hereunder.

9.1.2 **Authority and Binding Agreement**. (a) It has the corporate power and authority and the legal right to enter into this Agreement and all New Ancillary Agreements and perform its obligations hereunder; (b) it has taken all necessary corporate action on its part required to authorize the execution and delivery of the Agreement and all New Ancillary Agreements and the performance of its obligations hereunder; and (c) the Agreement and all New Ancillary Agreements have been (or, in the case of New Ancillary Agreements to be executed and delivered after the Execution Date, will be) duly executed and delivered on behalf of such Party, and constitutes (or, in the case of New Ancillary Agreements to be executed and delivered after

the Execution Date, will constitute) a legal, valid and binding obligation of such Party that is enforceable against it in accordance with its terms.

9.1.3 **No Conflict**. It has not entered, and shall not enter, into any agreement with any Third Party or any Affiliate that is in conflict with the rights granted to the other Party under this Agreement and all Ancillary Agreements, and has not taken and shall not take any action that would in any way prevent it from granting the rights granted to the other Party under this Agreement and all Ancillary Agreements, or that would otherwise materially conflict with or adversely affect the rights granted to the other Party under this Agreement and all Ancillary Agreements. Its performance and execution of this Agreement and all Ancillary Agreements shall not result in a material breach of any other contract to which it is a Party or assuming the receipt of clearance of the Japan FTC as contemplated by Section 7.4, of any applicable Law or Order.

9.1.4 **Board Approvals**. With respect to Gilead and GSJ, its respective Board of Directors or governing management has approved the Transaction and the agreements contemplated hereunder, and with respect to JT and Torii, its respective Board of Directors or governing management body has approved the Transaction and the agreements contemplated hereunder.

9.2 **Representations and Warranties of JT.** JT hereby represents and warrants to Gilead and GSJ as of the Execution Date and the Closing Date as follows:

9.2.1 **Sufficiency**. (a) The Assigned Assets constitute the entire right, title and interest owned by JT or any of its Affiliates in all assets solely relating to the Japan HIV Products Business and the Existing Contracts, (b) the Assigned Assets and intellectual property licensed to Gilead hereunder and under the EVG License Agreement, constitutes all assets and rights necessary and sufficient for the conduct of the Japan HIV Products Business as it is conducted, and (c) all assets and rights (including intellectual property rights other than corporate names and logos) actually used or practiced by JT and its Affiliates in the conduct of Japan HIV Products Business, other than the Existing Contracts, are included in the Assigned Assets or the intellectual property licensed to Gilead hereunder or under the EVG License Agreement, in each case other than real estate, office equipment, employees, and personal property (other than intellectual property) that is generally commercially available to the public.

9.2.2 **EVG and VTE Representations**. Given that JT is the licensor of EVG and it made certain representations and warranties in connection with entering into the EVG License Agreement with respect to the EVG Products and that Japan will be included under the Amended and Restated EVG License Agreement as part of Gilead's licensed territory, JT hereby represents and warrants that the representations in Section 10.1(d), 10.1(e), and 10.2 of the EVG License Agreement are true and correct as applied to Japan as of the Execution Date. JT additionally represents and warrants that (a) to the actual knowledge of the Key JT Personnel, there are not any Patents (other than Assigned Patents and Patents owned or controlled by Gilead or its

Affiliates) that would be infringed by the Manufacture, Development, use, sale, offer for sale or importation of the VTE Products in Japan (all as defined in the VTE Agreement), and (b) neither JT nor any of its Affiliates have granted a license in the JT Patents covered by the EVG License to any Third Party.

9.2.3 **Title to Assets** . Immediately prior to and as of the Assignment Date JT has good and valid title to the Assigned Assets, where such title is applicable, in each case free and clear of all Encumbrances. Immediately following the Assignment Date, Gilead or GSJ, as applicable, will have been given good and valid title to the Assigned Assets, where such title is applicable, which in each case will have been given free and clear of all Encumbrances. In addition, JT's and its Affiliates' performance and execution of this Agreement and the Ancillary Agreements will not result in the imposition of any Encumbrance on the Assigned Assets.

9.2.4 **Assigned Contracts**. Each of the Assigned Contracts represents a valid and binding obligation of one or more of JT or its Affiliate(s) party thereto and, to the actual knowledge of the Key JT Personnel, each other party thereto, and is enforceable against JT or its Affiliate and, to the actual knowledge of the Key JT Personnel, each other party thereto, in accordance with its terms, and is in full force and effect, subject to (a) the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar Laws relating to or affecting the enforcement of creditors' rights generally and (b) general equitable principles (whether considered in a proceeding in equity or at Law). None of JT or any of its Affiliates is in breach of or default under any of the Assigned Contracts and, to the actual knowledge of the Key JT Personnel, no other party thereto is in breach of or default under any Assigned Contract, and none of JT or any of its Affiliates have given or received written notice to or from any Person relating to any such alleged breach or default. None of JT or any of its Affiliates has received any written or, to the actual knowledge of the Key JT Personnel, unwritten notice that a party to any Assigned Contract intends to cancel, withdraw, modify or amend such Assigned Contract, nor has JT or any of its Affiliates given such a written notice to a party to any Assigned Contract. True and complete copies of all Assigned Contracts (including all schedules, exhibits, appendices, amendments, modifications and waivers relating thereto) have been made available to Gilead.

9.2.5 **Compliance with Law; Permits; Regulatory Matters**. JT and its Affiliates are, and during the past **[*]** years, have been in compliance with all Laws and industry self-regulations applicable to the ownership and use of the Assigned Assets and the operation of the Japan HIV Products Business, including (a) any applicable Laws governing the approval, manufacture, sale, marketing, promotion, or distribution of drugs and the purchase or prescription of or reimbursement for drugs by any applicable Governmental Authority and (b) all applicable Laws regulating the pharmaceutical industry, except where the failure to so comply would not, individually or in the aggregate, reasonably be expected to materially and adversely affect the Assigned Assets or the Japan HIV Products Business. JT and its Affiliates have conducted all activities with respect to the Assigned Assets or the Japan HIV Products Business

that are subject to the jurisdiction of any applicable Governmental Authority, including the manufacturing, labeling, storing, shipping and testing of the HIV Products, in compliance in all material respects with all applicable Laws, regulations and guidance documents issued or adopted by such Governmental Authorities and industry associations (collectively, the "**Regulatory Requirements**"). Neither JT nor its Affiliates have received any notice or other communication from any Governmental Authority alleging any violation of any Regulatory Requirement by JT or its applicable Affiliate relating to any such activity.

9.2.6 **Litigation**. There is no Action pending or, to the actual knowledge of the Key JT Personnel, threatened against JT or its Affiliates with respect to any HIV Product in Japan, the Japan HIV Products Business, or any of the Assigned Assets, to the Japan HIV Products Business or the Assigned Assets. None of JT or any of its Affiliates is a party or subject to the provisions of any court Order (a) in Japan relating to any HIV Product, (b) relating to the Assigned Assets or (c) relating to the Japan HIV Products Business.

9.2.7 **Taxes**.

9.2.7.1 **Payment of Taxes**. JT or its applicable Affiliate has timely paid all Taxes that will have been required to be paid by it, the non-payment of which would result in a lien on any Assigned Asset, would otherwise adversely affect the Japan HIV Products Business or would result in Gilead becoming liable or responsible therefor.

9.2.7.2 **Transfer Taxes**. All recordation, transfer, documentary, excise, sales, value added, use, stamp, conveyance or other similar Taxes, duties or governmental charges, and all recording or filing fees or similar costs, imposed or levied by reason of, in connection with or attributable to this Agreement and the Ancillary Agreements or the transactions contemplated hereby and thereby (collectively, "**Transfer Taxes**") shall be the responsibility of the Party responsible for them under applicable law (unless otherwise provided herein); provided, however, that the Japanese consumption tax that may be levied on the payment under the Transition Services Agreement or Inventory Purchase Agreement or the payment of Promotion Fee, if any, shall be borne by **[*]**. For clarity, all existing and future withholding taxes and other taxes, duties, fees and further levies payable outside Japan with respect to the payments due to JT under this Agreement shall be payable by Gilead; provided, however that, if any tax treaty is applicable, Gilead and JT shall cooperate with each other to reduce or eliminate the tax withholding or similar obligations in respect of the payment under this Agreement and the Ancillary Agreements.

9.2.8 **No Debarment**. In its activities with HIV Products under this Agreement and the Ancillary Agreements, JT and its Affiliates have not used and shall not use any

JT Representative, consultant or other Third Party that has been debarred by the FDA or any Governmental Authority having jurisdiction in Japan.

9.2.9 **No Trademarks or Domain Names; No Patents**. JT and its Affiliates do not own (a) any trademarks for the HIV Products or (b) any HIV Product domain names other than **[*]**. There are no JT Patents or Joint Patents under the VTE Agreement.

9.3 **Anti-Corruption; Operational Audits and Inspections**.

9.3.1 **Anti-Corruption**. JT hereby represents, warrants and covenants to Gilead and GSJ as follows:

9.3.1.1 Neither JT nor any of its Affiliates or any or all of their respective directors, officers, employees or agents, or any other Person or entity acting on JT's or any such Affiliate's behalf (all the foregoing, collectively "**JT Representatives**"), has taken any action, directly or indirectly, that would result in a violation by such Persons of the Foreign Corrupt Practices Act of 1977, as amended (such act, including the rules and regulations thereunder, the "**FCPA**"), the UK Bribery Act of 2010, Gilead's Anti-Corruption Policy set forth in Exhibit E, as may be updated from time to time by Gilead, or any other applicable anti-corruption Laws, rules or regulations (collectively, all the foregoing the "**Anti-Corruption Standards**").

9.3.1.2 JT and all JT Representatives have conducted and will conduct their business through the MAH Transfer Date in compliance with the Anti-Corruption Standards. JT and its Affiliates has and will have through the MAH Transfer Date necessary procedures in place to prevent bribery and corrupt conduct by the JT Representatives under this Agreement and the Ancillary Agreements. JT shall immediately notify Gilead if JT has any information or suspicion that there may be a violation of the Anti-Corruption Standards in connection with the performance of this Agreement or any Ancillary Agreement. Without limiting the foregoing, JT shall promptly notify Gilead in the event it becomes aware that any JT Representative is in violation of the Anti-Corruption Standards.

9.3.1.3 JT will provide Gilead with written certification of JT's and its Representative's compliance with the Anti-Corruption Standards through the MAH Transfer Date as reasonably requested by Gilead, in the form set forth on Exhibit E.

9.3.2 **Operational Audits and Inspections**. JT shall make and maintain, and shall cause each of the JT Representatives to make and maintain, accurate books, accounts, records

and other documentation in reasonable detail, accurately and fairly reflecting transactions and dispositions of assets related to this Agreement and the Ancillary Agreements and to support JT's, and the JT Representatives' compliance with the terms of this Agreement and the Ancillary Agreements, including JT's and the JT Representatives' performance of their obligations concerning (a) marketing and promotional support, and associated employee training; (b) the Anti-Corruption Standards; (c) regulatory communications, registrations and approvals; and (d) pharmacovigilance, product handling, warehousing, distribution, product labeling and associated employee training. At **[*]**, Gilead may conduct an initial audit within **[*]** months from the execution of this Agreement and, thereafter, **[*]** in which the MAH Transfer Date occurs. JT shall permit, and cause its Affiliates to permit, Gilead's designated representative upon reasonable notice (which shall be no less than **[*]** Business Days), during normal business hours, to: (i) visit and inspect any of JT's or its Affiliate's relevant facilities; (ii) examine the relevant books, records or other documentation of JT or its Affiliate and make copies thereof or extracts therefrom; and (iii) discuss the operational affairs (with respect to distribution-related services hereunder) of JT or its Affiliate with the officers and key employees of JT or such Affiliate, as applicable. At Gilead's request, JT shall facilitate any such audit and, following the audit, shall address in an effective and timely manner any significant findings therefrom.

9.4 **No Other Representations and Warranties**. The express representations and warranties stated in this Article 9 or in any New Ancillary Agreement are in lieu of all other representations and warranties, express, implied, or statutory, including without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement or non-misappropriation of Third Party intellectual property rights.

9.5 **Survival; Right to Indemnification**. The representations and warranties herein shall survive the Closing until the date that is **[*]** after the Closing Date and any indemnification or other claim with respect thereto shall be brought within **[*]** thereafter, provided, however, the representation and warranties provided pursuant to Sections 9.1, 9.2.3, and 9.2.7 shall survive until the date that is **[*]** days following the expiration of the applicable statute of limitations. The covenants and other agreements made by the Parties herein shall survive in accordance with their respective terms and if no specific term is provided, in perpetuity.

ARTICLE 10
INDEMNITY

10.1 **Indemnification by JT**. JT shall indemnify and hold harmless Gilead and its Affiliates, and their respective agents, directors, officers and employees (collectively, the "**Gilead Indemnified Parties**"), from and against any and all liabilities, judgments, claims, settlements, losses, damages, fees, liens, Taxes, penalties, obligations and expenses (including reasonable attorneys' fees and expenses and costs and expenses of investigation) (collectively, "**Losses**") incurred or suffered, directly or indirectly, by any such Person arising from, by reason of or in connection with:

10.1.1 any breach or inaccuracy of any representation or warranty of JT in this Agreement (it being acknowledged and agreed by the Parties that, for purposes of the right to indemnification pursuant to this Section 10.1.1, the representations and warranties of JT contained in this Agreement shall not be deemed qualified by any references herein or therein to materiality or to whether or not any such breach results, has resulted or could reasonably be expected to result in a Material Adverse Effect);

10.1.2 any failure by JT to duly and timely perform or fulfill any of its covenants or agreements required to be performed by JT under this Agreement;

10.1.3 any Excluded Liability;

10.1.4 any Transfer Taxes allocated to JT pursuant to Section 9.2.7.2;

10.1.5 any claim by a Third Party that any part of the Transactions constitutes a breach, default or event of default under any contract or agreement between such Third Party and JT or its Affiliates, or is otherwise in contravention of any right of or obligation to such Third Party; provided, however that such claim is not due to the action or inaction of Gilead or its Affiliates.

10.1.6 JT's obligation to indemnify the Gilead Indemnified Parties pursuant to this Section 10.1 shall not apply to the extent that any such Losses (a) arise from the negligence or intentional misconduct of any Gilead Indemnified Party; (b) arise from any breach by Gilead of this Agreement or any Ancillary Agreement; or (c) are Losses for which Gilead is obligated to indemnify the JT Indemnified Parties pursuant to Section 10.3, Section 11.2 of the A&R EVG License Agreement or any corresponding section of any other Ancillary Agreement.

10.2 **Limitations on JT Indemnification**. The indemnifications provided for in Section 10.1 shall be subject to the following limitations:

10.2.1 JT shall not be liable for indemnification under Section 10.1.1 until the aggregate amount of all Losses under Section 10.1.1 exceeds USD 100,000 ("**Basket Amount**"), in which event JT shall be liable for all such Losses including the Basket Amount; provided, however, the Basket Amount shall not apply to Losses in any manner whatsoever arising directly or indirectly from or in connection with fraud, intentional misrepresentation, active concealment, or any breach of or inaccuracy in any representation and warranty set forth in Sections 9.1, 9.2.3, and 9.2.7;

10.2.2 The aggregate amount of all Losses for which JT shall be liable for indemnification under Section 10.1.1 shall not exceed USD 54,000,000 ("**Cap**"); provided, however, the Cap shall not apply to Losses in any manner whatsoever arising directly or indirectly from or in connection with fraud, intentional misrepresentation, active concealment, or any breach of or inaccuracy in any representation and warranty set forth in Sections 9.1, 9.2.3, and 9.2.7; and

10.2.3 The aggregate amount of all Losses for which JT shall be liable for indemnification under Section 10.1 shall not exceed USD 540,000,000 (the "**Transaction Cap**"); provided, however, the Transaction Cap shall not apply to Losses in any manner whatsoever arising directly or indirectly from or in connection with fraud, intentional misrepresentation, active concealment, gross negligence or willful misconduct, or to the indemnification set forth in Section 10.1.3.

10.3 **Indemnification by Gilead**. Gilead shall indemnify and hold harmless JT and its Affiliates, and their respective agents, directors, officers and employees of JT and its Affiliates (collectively, the "**JT Indemnified Parties**"), from and against any and all Losses incurred or suffered, directly or indirectly, by any such Person arising from, by reason of or in connection with:

10.3.1 any breach or inaccuracy of any representation or warranty of Gilead in this Agreement (it being acknowledged and agreed by the Parties that, for purposes of the right to indemnification pursuant to this Section 10.3, the representations and warranties of Gilead contained herein shall not be deemed qualified by any references herein or therein to materiality);

10.3.2 any failure by Gilead to duly and timely perform or fulfill any of its covenants or agreements required to be performed by Gilead under this Agreement;

10.3.3 any Assumed Liabilities;

10.3.4 any Taxes allocated to Gilead or GSJ pursuant to Section 9.2.7.2; or

10.3.5 any claim by a Third Party that any part of the Transactions constitutes a breach, default or event of default under any contract or agreement between such Third Party and Gilead, or is otherwise in contravention of any right of or obligation to such Third Party; provided, however that such claim is not due to the action or inaction of JT or its Affiliates; or

10.3.6 the marketing activities and responsibilities pursuant to the license grant under Section 5.1.2 and as set forth in Section 8.5 and JT continuing to be the NDA holder from the Marketer Change Date to the MAH Transfer Date, except in each case to the extent such Losses arise from a Liability allocated to JT or its Affiliates under the Master Agreement or any Ancillary Agreement.

10.3.7 Gilead's obligation to indemnify the JT Indemnified Parties pursuant to this Section 10.3 shall not apply to the extent that any such Losses (a) arise from the negligence or intentional misconduct of any JT Indemnified Party; (b) arise from any breach by JT of this Agreement or any Ancillary Agreement; or (c) are Losses for which JT is obligated to indemnify the Gilead Indemnified Parties pursuant to Section 10.1, Section 11.1 of the A&R EVG License Agreement or any corresponding section of any other Ancillary Agreement.

10.4 **Limitations on Gilead Indemnification**. The indemnifications provided for in Section 10.3 shall be subject to the following limitations:

10.4.1 Gilead shall not be liable for indemnification until the aggregate amount of all Losses under Section 10.3.1 exceeds the Basket Amount, in which event Gilead shall be liable for all such Losses including the Basket Amount; provided, however, the Basket Amount shall not apply to Losses in any manner whatsoever arising directly or indirectly from or in connection with fraud, intentional misrepresentation, active concealment, or any breach of or inaccuracy in any representation and warranty set forth in Section 9.1;

10.4.2 The aggregate amount of all Losses for Gilead shall be liable for indemnification under Section 10.3.1 shall not exceed the Cap; provided, however, the Cap shall not apply to Losses in any manner whatsoever arising directly or indirectly from or in connection with fraud, intentional misrepresentation, active concealment, or any breach of or inaccuracy in any representation and warranty set forth in Sections 9.1; and

10.4.3 The aggregate amount of all Losses for Gilead shall be liable for indemnification under Section 10.3 shall not exceed the Transaction Cap; provided, however, the Transaction Cap shall not apply to Losses in any manner whatsoever arising directly or indirectly from or in connection with fraud, intentional misrepresentation, active concealment, gross negligence or willful misconduct or to the indemnification set forth in Section 10.3.3.

10.5 **Insurance**.

10.5.1 Each Party, at its own expense, shall procure and maintain appropriate liability insurance or self-insurance (or retain risks) against Losses arising out of its activities with respect to the manufacture, distribution, packaging and sale of the HIV Products.

10.5.2 All required insurance shall be maintained for a period of **[*]** years following the MAH Transfer Date.

10.5.3 It is understood that such insurance shall not be construed to create a limit of any Party's Liability with respect to its indemnification obligations under this Article 10 or under any Ancillary Agreement. Upon request, each Party shall furnish each other Party with a certificate of insurance evidencing compliance with this Article 10 within **[*]** calendar days. Each Party shall provide each other Party with written notice at least **[*]** days prior to the cancellation, non-renewal or material change in such insurance which materially adversely affects the rights of another Party hereunder or under any Ancillary Agreement.

10.6 **Treatment of Indemnity Payments**. Any indemnity payment hereunder shall be treated as an adjustment to the upfront payment set forth in Section 4.1 to the extent permitted by applicable Law.

10.7 **Relationship to Ancillary Agreements**. The indemnities and other provisions set forth in this Agreement are not intended to limit any indemnities that may be available under any Ancillary Agreement but no double recovery is intended.

10.8 **Limitation of Liability**. EXCEPT TO THE EXTENT SUCH PARTY MAY BE REQUIRED TO INDEMNIFY THE OTHER PARTY FOR CLAIMS BROUGHT BY THIRD PARTIES UNDER THIS ARTICLE 10, AND EXCEPT FOR A PARTY'S BREACH OF ITS OBLIGATIONS UNDER ARTICLE 11 (CONFIDENTIALITY), NEITHER PARTY NOR ITS RESPECTIVE AFFILIATES AND LICENSEES SHALL BE LIABLE FOR SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE.

10.9 **Certain Procedures for Indemnification**.

10.9.1 If any Person entitled to indemnification under this Agreement (an "**Indemnified Party**") asserts a claim for indemnification, or receives notice of the assertion of any claim or of the commencement of any Action by any Person not a party to this Agreement (a "**Third Party Claim**") against such Indemnified Party for which a Party is required to provide indemnification under this ARTICLE 10 (an "**Indemnifying Party**"), the Indemnified Party shall promptly notify the Indemnifying Party in writing of the claim or the commencement of that Action; *provided, however*, that the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party from any Liability that it may have to the Indemnified Party, except to the extent that such failure actually and materially prejudices the Indemnifying Party's ability to defend such Action.

10.9.2 With respect to Third Party Claims for which indemnification is claimed hereunder, if (a) such claim can properly be resolved by money damages alone, (b) the Indemnifying Party commits in writing to the Indemnified Party to diligently and vigorously conduct such defense, and (c) the Indemnifying Party acknowledges in writing to the Indemnified Party that any damages, fines, costs or other liabilities that may be assessed against the Indemnified Party in connection with such Third Party Claim constitute Losses for which the Indemnified Party shall be indemnified pursuant to this ARTICLE 10, then the Indemnifying Party shall be entitled (i) to direct the defense of any claim at its sole cost and expense, but such defense shall be conducted by legal counsel reasonably satisfactory to the Indemnified Party, and (ii) to settle and compromise any such Third Party Claim with the prior written consent of the Indemnified Party; *provided*, *however*, that the Indemnifying Party may not assume control of the defense of any Third Party Claim if (A) such Third Party Claim relates to or arises in connection with any criminal proceeding, Action, indictment, allegation or investigation, (B) such Third Party Claim seeks any injunction or equitable relief against the Indemnified Party or (C) such Third Party Claim alleges the infringement of the intellectual property rights of any

Person by the Indemnified Party. The Indemnifying Party may not maintain control of the defense, appeal or settlement of any Third Party Claim if the Indemnifying Party has failed or is failing to defend in good faith such Third Party Claim. After notice from the Indemnifying Party to the Indemnified Party of its election to assume the defense of such Third Party Claim, the Indemnifying Party shall not be liable to the Indemnified Party under this Section 10.9 for any legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense thereof other than reasonable costs of investigation or of assistance as contemplated by this 10.9; *provided*, *however*, that if, in the reasonable opinion of the Indemnified Party, it is advisable for the Indemnified Party to be represented by separate counsel due to actual or potential conflicts of interest, the Indemnified Party shall have the right to employ counsel to represent it and in that event the fees and expenses of such separate counsel shall be paid by the Indemnifying Party. The Indemnified Party and the Indemnifying Party shall each render to each other such assistance as may reasonably be requested in order to ensure the proper and adequate defense of any such Third Party Claim.

10.9.3 If an Indemnified Party shall have a claim to be indemnified by an Indemnifying Party under this Agreement which does not involve a Third Party Claim, the Indemnified Party shall with reasonable promptness send to the Indemnifying Party a written notice specifying the nature, the amount thereof, to the extent known, and the basis for indemnification sought (it being understood that the failure of the Indemnified Party to give such notice with reasonable promptness will not relieve the Indemnifying Party from its indemnification obligations hereunder). The Indemnifying Party will have **[*]** days from receipt of any such notice to give notice of dispute of the claim to the Indemnified Party.

10.10 **Effect of Knowledge on Indemnification.** Neither Party shall be liable under this;Article or otherwise for any Losses resulting from or relating to any inaccuracy in or breach of any representation or warranty in this Agreement if the Party seeking indemnification for such Losses had knowledge of such inaccuracy or breach before the Execution Date. As used in this Section 10.10, “knowledge” shall mean the actual knowledge of the Key JT Personnel or the Key Gilead Personnel, as applicable.

10.11 **Indemnification Payments**. Any indemnification payment to be made to any Indemnified Party pursuant to this ARTICLE 10 shall be effected by wire transfer of immediately available funds within **[*]** days after the determination thereof to an account designated in writing by the applicable Indemnified Party.

ARTICLE 11
CONFIDENTIALITY PUBLIC ANNOUNCEMENTS

11.1 Treatment of Confidential Information. The Parties agree that during the term of this Agreement, and for a period of **[*]** years after the Closing or termination of this Agreement (or longer, if applicable, under any Ancillary Agreement as specified therein), a Party receiving Confidential Information of any other Party shall (a) maintain in confidence such Confidential Information to the

same extent such Party maintains its own proprietary industrial information of similar kind and value (but at a minimum each Party shall use commercially reasonable efforts to maintain Confidential Information in confidence); (b) not disclose such Confidential Information to any Third Party without prior written consent of the disclosing Party, except for disclosures made in confidence to its respective Affiliates, any Third Party pursuant to a plan approved by the Joint Committee or, in the case of Gilead, to its licensees or sublicensees who agree to be bound by obligations of non-disclosure and non-use at least as stringent as those contained in this ARTICLE 11; and (c) not use such Confidential Information for any purpose except those purposes permitted by this Agreement or any Ancillary Agreement. "**Confidential Information**" shall mean (i) any information that constitutes "Confidential Information" under any Ancillary Agreement other than the Amended and Restated EVG License Agreement, (ii) all information and materials received by the other Party pursuant to this Agreement or any Ancillary Agreement other than the Amended and Restated EVG License Agreement, other than portion of such information or materials that: (A) is publicly disclosed by the disclosing Party, either before or after it becomes known to the receiving Party; (B) was known to the receiving Party, without obligation to keep it confidential, prior to when it was received from the disclosing Party, as evidenced by competent written proof; (C) is subsequently disclosed to the receiving Party by a Third Party lawfully in possession thereof without obligation to keep it confidential; (D) has been publicly disclosed other than by the disclosing Party and without breach of an obligation of confidentiality with respect thereto; or (E) has been independently developed by the receiving Party without the aid, application or use of Confidential Information, as evidenced by competent written proof and (iii) the terms of this Agreement and the Ancillary Agreements. As of the Closing Date, any Confidential Information of JT or its Affiliates that is included in the Assigned Assets shall become the Confidential Information of Gilead and shall no longer constitute the Confidential Information of JT or its Affiliates. In addition, any Confidential Information of JT and its Affiliates as of the Closing that is not included in the Assigned Assets but that solely relates to the Japan HIV Products Business shall constitute the Confidential Information of both Gilead and JT.

11.2 **Authorized Disclosure**. Notwithstanding any other provision of this Agreement or applicable Ancillary Agreement, each Party may disclose Confidential Information of another Party:

11.2.1 to the extent and to the Persons and entities required by an applicable governmental Law or Order; provided, however, that the Party required to disclose Confidential Information shall first have given prompt notice to the other Party hereto to enable it to seek any available exemptions from or limitations on such disclosure requirement and shall reasonably cooperate in such efforts by the other Party;

11.2.2 to the extent and to the Persons and entities required by rules of the National Association of Securities Dealers, the Japanese Securities Dealers Association or any other applicable association governing the stock exchange on which a Party's stock is listed; and

11.2.3 as necessary to file or prosecute patent applications, prosecute or defend litigation or otherwise establish rights or enforce obligations under this Agreement or applicable Ancillary Agreement, but only to the extent that any such disclosure is necessary.

11.3 **Required Disclosure**.

11.3.1 The Parties acknowledge that Gilead may be obligated to file a copy of this Agreement or one or more of the New Ancillary Agreements with the United States Securities and Exchange Commission (the "**SEC**"). Gilead shall be entitled to make such a required filing notwithstanding anything to the contrary in this ARTICLE 11, provided that it (a) requests confidential treatment of at least the commercial terms and material terms hereof to the extent such confidential treatment is reasonably available to Gilead, and (b) solicits JT's comments on such request for confidential treatment. JT recognizes that United States laws and SEC policies and regulations to which Gilead is subject may require Gilead to publicly disclose certain terms of this Agreement and the New Ancillary Agreements that neither of the Parties wishes to disclose, and that Gilead is entitled hereunder to make such required disclosures.

11.3.2 The Parties acknowledge that JT or its Affiliate may be obligated to file a copy of this Agreement or one or more of the New Ancillary Agreements with the Japanese Securities and Exchange Surveillance Commission (the "**J-SEC**"). JT shall be entitled to make such a required filing notwithstanding anything to the contrary in this ARTICLE 11, provided that it (a) requests confidential treatment of the commercial terms and material terms hereof to the extent such confidential treatment is reasonably available and in a manner consistent with Gilead's request for confidential treatment thereof, and (b) solicits Gilead's comments on such request for confidential treatment. Gilead recognizes that Japan laws and J-SEC policies and regulations to which JT is subject may require JT to publicly disclose certain terms of this Agreement and the New Ancillary Agreements that neither of the Parties wishes to disclose, and that JT is entitled hereunder to make such required disclosures.

11.3.3 The Parties shall use commercially reasonable efforts to take into account the other Party's comments on such requests for confidential treatment and to conform their respective filings to each other under this Section 11.3 to the extent reasonably practicable and permitted under applicable Law.

11.4 **Press Releases**. The Parties acknowledge that each Party may wish or be required to issue subsequent press releases relating to the Transaction. Issuance of such press releases shall be governed by the procedures set forth in Section 11.5.

11.5 **Review of Press Releases**.

11.5.1 The Parties agree to publish an initial press release which will be shared after the execution of this Agreement in form and content set forth in Exhibit F.

11.5.2 Following the publishing of such initial press release, if a Party wishes to issue press releases or otherwise make public statements or disclosures concerning the Transaction (other than a press release, statement or disclosure contemplated by Section 11.5.3), the Party wishing to make such disclosure shall give reasonable prior advance notice of the proposed text

of such announcement to the other Party for review and approval (subject to compliance with applicable Law and except as otherwise provided herein).

11.5.3 If a Party wishes to issue press releases or otherwise make public statements or disclosures concerning the material terms of this Agreement or any Ancillary Agreement, the Party wishing to make such disclosure shall provide the other Party with reasonable prior advance notice of the proposed text for such other Party's review and approval, except to the extent that doing so is not feasible within the time frame required for compliance with any Laws or regulations, with such approval not to be unreasonably withheld.

11.5.4 A Party may repeat any information as to the Transaction or the terms of this Agreement or any Ancillary Agreement that has already been publicly disclosed by such Party in accordance with Section 11.3 or Section 11.5.1 without going through the review procedures set forth in this Section 11.5.

11.5.5 A Party may disclose the terms of this Agreement to potential investors, sublicensees or commercial partners who are bound in writing by obligations of non-disclosure and non-use of the terms of this Agreement at least as stringent as those contained in this ARTICLE 11.

11.5.6 Without limiting Section 11.5.5, a Party may disclose the financial terms of this Agreement to any Third Party or in any press release only (a) with the prior written approval of the other Party, or (b) if required by applicable Law, rule or regulation.

ARTICLE 12
TERMINATION; SURVIVAL

12.1 **Effectiveness of the Provisions of this Agreement**. The provisions of this Agreement shall not be effective until the Closing occurs, except for the following provisions: Section 2.2, Section 2.3, ARTICLE 3, ARTICLE 7, ARTICLE 9, ARTICLE 11, ARTICLE 12, and ARTICLE 13.

12.2 **Termination**. Prior to the Closing, this Agreement may be terminated:

12.2.1 by the mutual written agreement of the Parties;

12.2.2 by either JT or Gilead, if (a) any Governmental Authority with jurisdiction over such matters shall have issued an Order permanently restraining, enjoining or otherwise prohibiting the Transaction, and such Order shall have become final and unappealable, or (b) there shall be in effect any Law that would have the effect of permanently restraining, enjoining or otherwise prohibiting the Transaction; or

12.2.3 by Gilead, if the Closing has not occurred by **[*]**.

12.3 **Procedure and Effect of Termination**.

12.3.1 **Notice of Termination**. Termination of this Agreement by either Party shall be by delivery of a written notice to the other Party (a "**Notice of Termination**"). A Notice of Termination shall state the termination provision in this Agreement that such terminating Party is claiming provides a basis for termination of this Agreement. Termination of this Agreement pursuant to the provisions of Section 12.2 shall be effective upon and as of the date of delivery of a Notice of Termination as determined pursuant to Section 12.3.

12.3.2 **Certain Effects of Termination**. Nothing in this ARTICLE 12 shall relieve either Party of any liability for a breach of this Agreement prior to the termination hereof. Except as provided in the foregoing sentence, (a) upon the termination of this Agreement, all rights and obligations of the Parties under this Agreement shall terminate, except their respective obligations under ARTICLE 11 (*Confidentiality*), Sections 12.3 and 12.4, and ARTICLE 13 (*Miscellaneous*) which shall survive the termination of this Agreement except as specifically provided in such sections, and (b) none of the Parties nor any of their respective partners, directors, officers, managers, members, shareholders, employees, agents or Affiliates (each, a "**Related Party**") shall have any Liability or further obligation to the other Party or any of its Related Parties pursuant to this Agreement with respect to which termination has occurred, except in respect of the rights and obligations identified in clause (a) above, which shall survive as provided in this Section 12.3.2.

12.4 **Withdrawal of Certain Filings**. As soon as practicable following a termination of this Agreement, but in no event less than thirty (30) days after such termination, Gilead or JT shall, to the extent practicable, withdraw all filings, applications and other submissions relating to the transactions filed or submitted by or on behalf of such Party, with or to any Governmental Authority or other Person.

ARTICLE 13
MISCELLANEOUS

13.1 **Entire Agreement; Amendment**. This Agreement and the Existing Contracts for so long as they remain in effect, and the New Ancillary Agreements (when executed), including the Schedules and Exhibits attached hereto or thereto and incorporated herein or therein, sets forth the complete, final and exclusive agreement and all the covenants, promises, agreements, warranties, representations, conditions and understandings between the Parties with respect to the subject matter hereof and thereof and supersedes and terminates all prior agreements and understandings between the Parties relating to the Transaction (other than the Existing Contracts which are terminated and/or superseded as set forth herein or in the New Ancillary Agreements (when executed)). Except as otherwise expressly provided in this Agreement or in any Ancillary Agreement, there are no covenants, promises, agreements, warranties, representations, conditions or understandings, either oral or written, between the Parties relating to the Transaction. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by an authorized officer of each Party. In the event of a conflict regarding the Transaction between this Agreement, on the one hand, and any Existing Contract or New Ancillary Agreement or any other existing agreement between the Parties, on the other hand, this Agreement shall control.

13.2 **Force Majeure**. A Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by a *force majeure* event and the nonperforming Party promptly provides notice of the prevention to the other Party. Such excuse shall be continued so long as the condition constituting *force majeure* continues and the nonperforming Party uses reasonable efforts to remove the condition. For purposes of this Agreement, *force majeure* shall include conditions beyond the reasonable control of the Parties, including without limitation, an act of God or terrorism, voluntary or involuntary compliance with any regulation, Law or Order of any government, war, civil commotion, labor strike or lock-out, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe; provided, however, the payment of invoices due and owing hereunder shall not be delayed by the payor because of a force majeure affecting the payor.

13.3 **Notices**. Any notice required or permitted to be given under this Agreement shall be in writing, shall specifically refer to this Agreement and shall be deemed to have been sufficiently given for all purposes if delivered by (a) first class certified or registered mail, postage prepaid, (b) international express delivery service or (c) personally, or if sent by facsimile and confirmed by electronic transmission. Unless otherwise specified in writing, the mailing addresses of the Parties shall be as described below.

For Gilead	Gilead Sciences, Inc. 333 Lakeside Drive, Foster City, CA 94404 Attn: Executive Vice President and Chief Financial Officer Fax: 1-650-**[*]** cc: Executive Vice President and General Counsel Fax: 1-650-**[*]**
With a copy to:	Covington & Burling LLP One Front Street San Francisco, CA 94111 Attn: Amy Toro Fax: 1-415-**[*]**
For JT:	Japan Tobacco Inc. Pharmaceutical Division Torii Nihonbashi Building 4-1 Nihonbashi-Honcho, 3-chome, Chuo-ku Tokyo 103-0023, Japan Attn: Vice President, Business Development Fax: **[*]**

With a copy to:

Holland & Knight LLP
31 West 52nd Street
New York, New York 10019, U.S.A.
Attn: Neal N. Beaton
Fax: 1 212.**[*]**

13.4 **No Strict Construction**. This Agreement has been prepared jointly and shall not be strictly construed against either Party.

13.5 **Assignment**. Neither Party may assign or transfer this Agreement and any Ancillary Agreement or any rights or obligations hereunder without the prior written consent of the other Party, except that (i) Gilead or GSJ may assign or transfer this Agreement and any Ancillary Agreement to any of their Affiliates without the consent of any other Party, and (ii) following the MAH Transfer Date, Gilead may assign this Agreement and any Ancillary Agreement to a successor of all or substantially all of Japan HIV Products Business in Japan. Any permitted assignment shall be binding on the successors of the assigning Party. Any assignment or attempted assignment by either Party in violation of the terms of this Section 13.5 shall be null and void.

13.6 **Performance by Affiliates**. Each of JT and Gilead acknowledge that their obligations under this Agreement may be performed by their respective Affiliates and sublicensees. Notwithstanding any delegation of obligations under this Agreement by a Party to an Affiliate or sublicensee, each Party shall remain primarily liable and responsible for the performance of all of its obligations under this Agreement and for causing its Affiliates and sublicensees to act in a manner consistent herewith. Wherever in this Agreement the Parties delegate responsibility to Affiliates or sublicensees or local operating entities, the Parties agree that such entities shall not make decisions inconsistent with this Agreement, amend the terms of this Agreement or act contrary to its terms in any way.

13.7 **Further Actions.** Each Party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.

13.8 **Compliance With Laws**. Each Party covenants to comply in all material respects with all Laws applicable to the Japan HIV Products Business, and to the Transactions.

13.9 **Governing Law**. Resolution of all disputes arising out of or related to this Agreement or the performance, enforcement, breach or termination of this Agreement and any remedies relating thereto, shall be governed by and construed under the substantive Laws of the State of New York and the federal law of the United States of America, without regard to its conflicts of law rules that would require the application of the Laws of a foreign state or country.

13.10 Dispute Resolution.

13.10.1 Any dispute, controversy or claim arising out of or relating to the validity, formation, enforceability, performance, breach or termination of this Agreement (a "**Dispute**") shall be settled in accordance with the provisions of this Section 13.10. Nothing herein shall prohibit either Party from initiating arbitration or seeking a temporary restraining order, preliminary injunction or other interim or conservatory relief as contemplated by Section 13.10.2.6, if such Party would be substantially prejudiced by a failure to act during the time that efforts are being made to otherwise resolve the Dispute. The Parties shall make an earnest, good faith attempt to resolve any Dispute through negotiation within the Joint Committee. If the Joint Committee is unable to resolve any Dispute, either Party may, by written notice to the other Party, refer such dispute for good faith negotiation between the Chief Executive Officer of Gilead (or his designee with settlement authority) and the President of the Pharmaceutical Division of JT (or his designee with settlement authority) either in person at the offices of the Party *not* initiating the action or as otherwise agreed within **[*]** days after the date of notice (the "**Executive Negotiation**"). Immediately after receipt of notice of Executive Negotiation, the Parties may agree to give good faith consideration to the appointment of a mutually-acceptable mediator to assist in the Executive Negotiation, in which case the costs of mediation shall be shared equally by the Parties. Any settlement reached by mediation shall be resolved in writing, signed by the Parties, and shall be binding on them.

13.10.2 If the Dispute has not been settled by Executive Negotiation/mediation after **[*]** days, then upon the request of either Party, the Dispute shall be finally resolved by binding arbitration administered under the Rules of Arbitration of the International Chamber of Commerce (the "**ICC Rules**") ("**Arbitration**") as follows:

13.10.2.1 The arbitration shall be conducted by a panel of three neutral arbitrators (the "**Panel**") appointed in accordance with the ICC Rules.

13.10.2.2 The arbitration proceedings shall take place in New York, New York. The arbitral proceedings and all pleadings shall be in the English language. Any written evidence originally in a language other than English shall be submitted in English translation accompanied by the original or true copy thereof unless relating solely to the Transaction.

13.10.2.3 The Panel shall have the power to decide all questions of arbitrability.

13.10.2.4 At the request of either Party, the Panel will enter an appropriate protective order to maintain the confidentiality of information produced or exchanged in the course of the arbitration proceedings.

13.10.2.5 The Panel is empowered to award any remedy allowed by law, including monetary damages, prejudgment interest and punitive damages, and to grant final, complete, interim or interlocutory relief, including injunctive relief.

13.10.2.6 The Parties may apply to a state or federal court of competent jurisdiction within the County of New York, New York for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration provision and without any abridgment of the powers of the arbitrators. Judgment on the award rendered by the Panel may be entered in any court having jurisdiction thereof. Each Party hereby waives any defenses it may have to the personal jurisdiction and venue of such courts to resolve such disputes, including without limitation the defense of *forum non conveniens,* and each Party agrees not to file any motion to seek any relief under any *forum non conveniens* defense.

13.10.2.7 Each Party shall bear its own legal fees arising in connection with the Dispute. The Panel may assess costs, fees and expenses of the ICC and the Panel to the Parties in the manner the Panel deems appropriate under the circumstances.

13.10.3 Notwithstanding the other provisions of this Section 13.10, any dispute, controversy or claim relating to the scope, validity, enforceability or infringement of any patent rights covering the manufacture, use or sale of any HIV Product or of any trademark rights relating to any HIV Product shall be submitted to a court of competent jurisdiction in the territory in which such patent or trademark rights were granted or arose.

13.11 **Independent Contractors**. Except as specifically provided herein, (a) neither Party shall act or represent or hold itself out as having authority to act as an agent or partner of the other Party (or any of its Affiliates) or (b) in any way bind or commit or purport to bind or commit the other Party (or any of its Affiliates) to any obligations or agreement. The Parties are independent contractors, and none of the Parties or their respective employees, representatives or agents will be deemed to be employees, representatives or agents of the other Party for any purpose or under any circumstances. No partnership, joint venture, alliance, fiduciary or any relationship other than that of independent contractors is created hereby, expressly or by implication. The Parties' respective rights and obligations hereunder shall be limited to the contractual rights and obligations expressly set forth herein on the terms and conditions set forth herein.

13.12 **Guarantees**. JT hereby irrevocably guarantees the payment and performance obligations of any of its Affiliates that is a party to any Ancillary Agreement. Gilead hereby irrevocably guarantees the payment and performance obligations of any of its Affiliates that is a party to any Ancillary Agreement.

13.13 **Severability**. If one (1) or more of the provisions of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction from which no appeal can be or is taken, such provision(s) shall be considered severed from this Agreement and shall not serve to invalidate any remaining provisions hereof. The Parties shall make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering this Agreement may be realized.

13.14 **Headings**. The headings for each Article and Section in this Agreement have been inserted for convenience of reference only and are not intended to limit or expand on the meaning of the language contained in the particular Article or Section.

13.15 **No Waiver**. Any delay in enforcing a Party's rights under this Agreement, or any waiver as to a particular default or other matter, shall not constitute a waiver of such Party's rights to the future enforcement of its rights under this Agreement, except with respect to an express written and signed waiver relating to a particular matter for a particular period of time.

13.16 **Translations**. This Agreement is in the English language only, which language shall be controlling in all respects, and all versions hereof in any other language shall be for accommodation only and shall not be binding upon the Parties. All communications and notices to be made or given pursuant to this Agreement, and any dispute proceeding related to or arising hereunder, shall be in the English language. If there is a discrepancy between any Japanese translation of this Agreement and this Agreement, this Agreement shall prevail.

13.17 **Certain Conventions**. Any reference in this Agreement to an Article, Section, subsection, paragraph, clause, Schedule or Exhibit will be deemed to be a reference to an Article, Section, subsection, paragraph, clause, Schedule or Exhibit, of or to, as the case may be, this Agreement, unless otherwise indicated. Unless the context of this Agreement otherwise requires, (a) all definitions set forth herein will be deemed applicable whether the words defined are used herein in the singular or the plural, (b) the word "will" will be construed to have the same meaning and effect as the word "shall," (c) any definition of or reference to any agreement, instrument or other document herein will be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (d) any reference herein to any Person will be construed to include the Person's successors and assigns, (e) the word "notice" will mean notice in writing (whether or not specifically stated) and will include notices, consents, approvals and other written communications contemplated under this Agreement, (f) provisions that require that a Party, the Parties or any committee hereunder "agree," "consent" or "approve" or the like will require that such agreement, consent or approval be specific and in writing, whether by written agreement, letter, approved minutes or otherwise

(but excluding e-mail and instant messaging), (g) references to any specific Law, rule or regulation, or article, section or other division thereof, will be deemed to include the then-current amendments thereto or any replacement or successor Law, rule or regulation thereof,(h) the term “or” will be interpreted in the inclusive sense commonly associated with the term “and/or”, (i) words of any gender include each other gender, (j) words such as “herein”, “hereof” and “hereunder” refer to this Agreement as a whole and not merely to the particular provision in which such words appear, (k) words using the singular will include the plural, and vice versa, (l) the words “include,” “includes” and “including” will be deemed to be followed by the phrase “but not limited to”, “without limitation”, “inter alia” or words of similar import and (m) unless “Business Days” is specified, “days” will mean “calendar days.”

13.18 **Counterparts** . This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument.

[SIGNATURE PAGE FOLLOWS]

THIS AGREEMENT IS EXECUTED by the authorized representatives of the Parties as of the date first written above.

GILEAD SCIENCES, INC.

By:/s/ John F. Milligan
Name: John F. Milligan, Ph.D.
Title: President and CEO

JAPAN TOBACCO INC.

By:/s/ Muneaki Fujimoto
Name: Muneaki Fujimoto
Title: President, Pharmaceutical Business

GILEAD SCIENCES, K.K.

By:/s/ Luc Hermans
Name: Luc Hermans, M.D.
Title: President and Representative Director

Schedule 2.1.1

Categories of Assigned Assets

Any and all of the following shall constitute Assigned Assets if relating solely to the Japan HIV Products Business.

Name of Asset	Delivery Date	Assignment Date
[*]	**[*]**	**[*]**
[*]	**[*]**	**[*]**
[*]	**[*]**	**[*]**
Quality assurance related documents, processes, and records relating to customer complaints, change management, deviation management, audits, product releases, quality standard codes, and other relevant information concerning each of the HIV Products, following the sequence to be determined by Gilead (to the extent owned by JT or its Affiliates and as further set forth in the Transition Services Agreement)	By MAH Transfer Date	MAH Transfer Date
Drug safety documents and records, including without limitation (a) individual case reports, (b) periodic safety reports, (c) risk management plans, (d) information relating to EPPV and PMS, (e) records of safety measures and notices of taking such measures, and (f) records of inspections and audits by PMDA, self-inspections and CAPA, concerning each of the HIV Products, following the sequence to be determined by Gilead (to the extent owned by JT or its Affiliates and as further set forth in the Transition Services Agreement)	By MAH Transfer Date	MAH Transfer Date
Information relating to the drug safety database, including without limitation (a) information relating to technical specifications of the drug safety database (i.e. the name of the vendor and application and its version number), (b) the number of cases reported, the evaluation of each case , if any, (c) information about the numbering system of the cases, (d) rules on special situation reports, (e) rules on treatment of safety information of active moieties, and (f) information on CRO (to the extent owned by JT or its Affiliates and as further set forth in the Transition Services Agreement)	By MAH Transfer Date	MAH Transfer Date

Schedule 2.1.1A

Assigned Contracts

#	Category	Date	JT/Torii	Other Parties	Title	Notes
[*]	**[*]**	**[*]**	**[*]**	**[*]**	**[*]**	**[*]**

[*] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

Schedule 2.1.1B

Assigned Regulatory Approvals

Marketing Authorizations in Japan for:

- Emtriva□□□□□□□□□□200mg □
- Viread□□□□□□□300mg □
- Truvada□□□□□□□□ □
- Stribild□□□□□□□□□□ □
- Genvoya□□□□□□□□□ □
- Descovy□□□□□□□□ LT □□□□□□□□HT □

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Schedule 2.2.2

New Ancillary Agreements to be Delivered by JT (if not executed as of the Execution Date)

[*]

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Schedule 2.2.3

New Ancillary Agreements to be Delivered by Gilead (if not executed as of the Execution Date)

[*]

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Schedule 8.1

Wholesaler Introduction

[*]

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Schedule 8.2

HIV Physician Introduction

[*]

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Schedule 8.3

Speaker/Seminar Transition

[*]

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Exhibit A

Inventory Treatment Summary

[*]

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Exhibit B

Transition Services Agreement

[*]

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Exhibit C

Packaging and Labeling Summary

[*]

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Exhibit D

Amended and Restated EVG License Agreement

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Exhibit E -1

Anti-Corruption Policy

[*]

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EXHIBIT E-2

Form Certificate of Compliance

[*]

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EXHIBIT F

Initial Press Release

[*]

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Exhibit 31.1

CERTIFICATION

I, Daniel P. O'Day, certify that:

1. I have reviewed this Amendment No.1 on Form 10-K/A of Gilead Sciences, Inc.; and

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: April 17, 2019

/S/ DANIEL P. O'DAY

Daniel P. O'Day
Chairman and Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Robin L. Washington, certify that:

1. I have reviewed this Amendment No. 1 on Form 10-K/A of Gilead Sciences, Inc.; and

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: April 17, 2019

/S/ ROBIN L. WASHINGTON

Robin L. Washington
Executive Vice President and Chief Financial Officer