

LICENCE AGREEMENT

THIS LICENCE AGREEMENT (this “**Agreement**”) is made on 31 March 2014 (the “**Effective Date**”) and is amended and restated on 22 April 2016,

BETWEEN:

VIIV HEALTHCARE COMPANY, a company incorporated under the laws of Delaware and having its registered office at Corporation Service Company, Suite 400, Wilmington, Delaware, 19808 (“**ViiV**”);

and

THE MEDICINES PATENT POOL FOUNDATION, a non-profit foundation registered under the laws of Switzerland, and having a principal place of business at Chemin Louis-Dunant, 17, CH-1202 Geneva (the “**MPPF**”),

with ViiV and the MPPF collectively referred to as the “**Parties**”.

WITNESSETH THAT:

WHEREAS the MPPF is a non-profit organisation with a mission to improve the health of people living in the developing world by increasing access to quality, safe efficacious and affordable medicines by facilitating access to intellectual property on these medicines;

WHEREAS ViiV or its Affiliates own certain rights, title and interest in and/or have the right to sublicense the Patents (as defined below);

WHEREAS the MPPF desires to obtain a licence from ViiV under the Patents solely to allow it to grant sublicences of the Patents to various third parties in order to promote access to adult formulations of antiretroviral drugs in the Territory (as defined below);

WHEREAS MPPF and ViiV desire to explore the feasibility of expanding the number of developing countries that can benefit from generic competition in the public sector through the implementation of a tiered royalty scheme in a number of middle-income countries;

WHEREAS ViiV is willing to grant such a licence provided that such sublicences are in the form of the Sublicence (as defined below);

WHEREAS the intent of this Agreement is to provide access to Patents, and not to create any non-patent-related barriers where Patents or Non-Territory Patents (as defined below) do not exist;

NOW THEREFORE in consideration of the covenants and obligations expressed in this Agreement, and intending to be legally bound, the Parties agree as follows:

1. DEFINITIONS

For the purposes of this Agreement:

- (a) “**Adult Patients**” has the meaning given to such term in the Sublicence;
- (b) “**Affiliate**”, in relation to a party, shall mean any corporation, firm, partnership or other entity which is

directly or indirectly controlled by, in control of, or under common control with such party. For the purposes of this definition, “control” shall mean the ability of any corporation, firm, partnership or other entity, whether through ownership of shares or otherwise, to procure that the affairs of a party hereto are conducted in accordance with the wishes of such corporation, firm, partnership or other entity;

- (c) “**Agreement Quarter**” has the meaning given to such term in the Sublicence;
- (d) “**Approval date**” has the meaning given to such term in the Sublicence;
- (e) “**Approved Public Market Procurement**” has the meaning given to such term in the Sublicence;
- (f) “**Business Day**” has the meaning given to such term in the Sublicence;
- (g) “**Confidential Information**” has the meaning given to such term in the Sublicence;
- (h) “**FDA**” means the United States Food and Drug Administration;
- (i) “**First US Application**” means, in respect of a Product of a Sublicensee, the first application made by that Sublicensee to the FDA during the NCE Exclusivity Period for tentative approval of either an Abbreviated New Drug Application or a New Drug Application in relation to that Product in accordance with the terms and conditions of the applicable Sublicence.
- (j) “**Letter of Indemnity**” means a letter of indemnity in the form set out in schedule 2 hereto;
- (k) “**Licensed Combination Product**” has the meaning given to such term in the Sublicence;
- (l) “**Licensed Mono Product**” has the meaning given to such term in the Sublicence;
- (m) “**NCE Exclusivity Period**” means the period described in section 505(c)(3)(E)(ii) and 505(j)(5)(F)(ii) applicable to and dating from the first approval of NDA 204790 for TIVICAY (dolutegravir) tablets 50 mg on August 12, 2013, including any applicable extension of paediatric exclusivity described in section 505A(c)(1)(A)(i)(I) of the U.S. Food, Drugs and Cosmetics Act;
- (n) “**Non-Territory Patents**” has the meaning given to such term in the Sublicence;
- (o) “**OFAC**” has the meaning given to such term in the Sublicence;
- (p) “**Paragraph III Certification**” has the meaning given to such term in the Sublicence
- (q) “**Paragraph IV Certification**” has the meaning given to such term in the Sublicence
- (r) “**Patents**” has the meaning given to such term in the Sublicence;
- (s) “**Private Market**” and “**Public Market**” have the meaning given to such terms in the Sublicence;
- (t) “**Products**” has the meaning given to such term in the Sublicence;
- (u) “**Raw Materials**” has the meaning given to such term in the Sublicence;
- (v) “**Royalty Country**” has the meaning given to such term in the Sublicence;
- (w) “**Relevant ANDA**” means an Abbreviated New Drug Application in relation to a Product submitted to the FDA by a Sublicensee under section 505(j) of the U.S Food, Drugs and Cosmetics Act during the NCE Exclusivity Period which is a First US Application by such Sublicensee for that Product;

- (x) “**Relevant NDA**” means a New Drug Application in relation to a Product submitted to the FDA by a Sublicensee under section 505(b)(2) of the U.S Food, Drugs and Cosmetics Act during the NCE Exclusivity Period which is a First US Application by such Sublicensee for that Product;
- (y) “**Sanctions**” has the meaning given to such term in the Sublicence;
- (z) “**Sanctions Authorities**” has the meaning given to such term in the Sublicence;
- (aa) “**Sanctions Target**” has the meaning given to such term in the Sublicence;
- (bb) “**Selective Waiver Letter**” means a letter submitted by ViiV to the FDA pursuant to Clause 5.8A which authorizes the FDA to receive, review and tentatively approve a Relevant NDA or Relevant ANDA submitted by a Sublicensee during the NCE Exclusivity Period;
- (cc) “**Sublicence**” means a licence agreement in the form set out in schedule 1 hereto;
- (dd) “**Sublicensee**” means a third party which:
 - (i) in the opinion of the MPPF (acting reasonably) has demonstrated willingness and capacity to (a) manufacture Raw Materials and/or Products in a manner consistent with World Health Organization ("WHO") pre-qualification standards or the standards of any Stringent Regulatory Authority, defined as regulatory agencies which are members, observers, or associates of the International Conference on Harmonization of Technical Requirements for Registration of Pharmaceuticals for Human Use, as may be updated from time to time; and (b) make Products widely available at terms that will facilitate access to Products in the Territory for administration to Adult Patients; and
 - (ii) has entered into a Sublicence;
- (ee) “**Territory**” has the meaning given to such term in the Sublicence;
- (ff) “**Third Party(ies)**” shall mean any party other than a party to this Agreement.
- (gg) “**WIPO Mediation Rules**” means the mediation rules adopted by the World Intellectual Property Organization from time to time.

2. GRANT OF LICENCE

- 2.1 Subject to the terms and conditions of this Agreement, ViiV hereby grants to the MPPF a non-exclusive, non-transferable licence under the Patents to enter into Sublicences with Sublicensees. No rights are hereby granted for any other purpose and the MPPF agrees that it will not use the Patents itself or grant sublicences: (i) to entities other than Sublicensees; and/or (ii) other than in the form of the Sublicence.
- 2.2 The MPPF shall procure that at the same time as any Sublicence is entered into the relevant Sublicensee enters into a Letter of Indemnity and that within 30 days of the execution of such Sublicence:
 - (a) a fully executed copy of the relevant Sublicence; and
 - (b) two originals of the relevant Letter of Indemnity,
 are provided to ViiV.

- 2.3 ViiV hereby covenants with the MPPF that it shall not bring legal action against a Sublicensee for infringement of any Non-Territory Patents where such Sublicensee is carrying on activities outside of the Territory solely for purposes which are expressly permitted by the relevant Sublicence.
- 2.3A For the avoidance of doubt, nothing in Clause 2.3 shall be construed as a waiver of, or prevent ViiV from exercising, any rights it may have in connection with any application by a Sublicensee to the FDA for a New Drug Application or Abbreviated New Drug Application that does not comply with Clause 4A of the relevant Sublicence (and ViiV expressly reserves all rights not granted under Clause 4A of each relevant Sublicence).
- 2.4 For avoidance of doubt, it shall not be a breach of the Sublicence for Sublicensees to manufacture, use, sell or supply Products or Raw Materials outside the Territory where such activities would not infringe Non-Territory Patents, including, without limitation, where a country outside the Territory has issued a compulsory licence on Non-Territory Patent(s) provided that Sublicensee is authorised to supply such country under the compulsory licence and such use is within the scope of the compulsory licence.
- 2.5 Notwithstanding anything contained in the Sublicence, no term of the Sublicence shall be construed to:
- (a) prevent Sublicensees from engaging in any activities within any country of the Territory that would not infringe a Patent granted and in force in such country of the Territory, or
 - (b) impose on Sub-Licensees a positive obligation to (i) restrict the sales of Product to the Public Market only, (ii) pay any royalties pursuant to Clause 3 of the Sublicence, (iii) obtain approval for an Approved Public Market Approval pursuant to Clause 2.4 of the Sublicence, (iv) have packaging that specifies that products are not authorised for supply to the Private Market pursuant to Clause 8.2 of the Sublicence or (v) provide the statements contemplated by Clause 11.2 of the Sublicence, in each case in relation to the supply of Product into a country of the Territory where such supply would not infringe a Patent granted and in force in such country of the Territory.
- 2.6 In the event that the MPPF can demonstrate that within twelve months of the first Approval Date relevant to a particular Royalty Country, demand for Product in such Royalty Country in the Private Market is not met by supply (other than due to temporary supply interruptions), then the Parties shall enter into good faith discussions with the intention of amending one or more Sub-Licences as they apply to that jurisdiction to include such Private Market within the scope of its licence to address such a shortfall.

3. OBLIGATIONS OF THE MPPF

- 3.1 The MPPF agrees to be primarily liable for any breach of a Sublicence by any Sublicensee and undertakes to indemnify ViiV and its Affiliates in respect of any and all liabilities, costs, damages and expenses (including, but not limited to, legal costs) incurred by ViiV and/or its Affiliates arising out of, or in connection with any breach of a Sublicence by any Sublicensee. Where ViiV exercises its rights under this Clause, ViiV shall (i) provide MPPF with prompt written notice of such claims, (ii) grant MPPF the right to control the defence or negotiation of settlement of such claims (except to the extent such claims relate to the validity or enforcement of Patents or Non-Territory Patents) and (iii) make available all reasonable assistance in defending any claims. For the avoidance of doubt, the MPPF shall bear no liability for (a) the supply of Product into the Private Market in a Royalty Country by a person other than the Sublicensee or (b) the consumption of Product by patients other than Adult Patients, in each case where such supply or consumption does not result from the breach by the MPPF or the Sub-Licensee of obligations under this Agreement or the Sublicence respectively.

- 3.2 By no later than 31 January in each calendar year following supply in the previous calendar year of Products under the first Sublicence granted, and without prejudice to the MPPF's other obligations, the MPPF shall deliver a report in a form reasonably satisfactory to ViiV setting out, in relation to each jurisdiction in the Territory where such information is available:
- (a) Latest information on the number of adults living with HIV based on UNAIDS data (or other public databases as available);
 - (b) Latest information on the number of adults living with HIV based on UNAIDS data (or other public databases as available), who have received HIV treatment in the previous calendar year broken down by reference to treatment via the Public Market and treatment via the Private Market;
 - (c) Details of (i) the number of adults living with HIV that and have been treated with a Product in the previous calendar year, broken down by reference to the different Product types (including Licensed Mono Products and any Licensed Combination Products), (ii) the volume of each such Product supplied in relation to such adults for such period and (iii) the total volume of each such Product supplied by Sub-Licensees (broken down by Sublicensee) for such period, in each case broken down by reference to treatment via the Public Market and treatment via the Private Market;
 - (d) A forecast, relating to the calendar year in which the report is given, setting out the anticipated (i) number of adults living with HIV that will be treated with Product in that calendar year, broken down by reference to the different Product types (including Licensed Mono Products and any Licensed Combination Products), and (ii) volume of each such type of Product which would be supplied if such adults were treated for such period (broken down by Agreement Quarter).
- 3.3 The MPPF agrees to monitor compliance with each Sublicence by each Sublicensee, including but not limited to by:
- (i) reviewing with all reasonable skill and care any reports or statements provided to MPPF by the Sublicensee under Clause 4.5 and 11.2 of the Sublicence;
 - (ii) Within thirty (30) days of the expiry of the ten Business Day period referred to in Clause 11.2 of the Sublicence, assessing in relation to each Sublicensee whether the supplies of Product made in the relevant Agreement Quarter in relation to the Royalty Countries were made in accordance with an Approved Public Market Procurement, and reporting the outcome of such assessment to ViiV within such thirty day period in a form reasonably satisfactory to ViiV;
 - (iii) Within thirty days of the expiry of the ten Business Day period referred to in Clause 11.2 of the Sublicence, comparing the quarterly volumes reported under Clause 11.2 of the Sublicence on an aggregated basis per jurisdiction against the volumes forecast in Clause 3.2 for the equivalent Agreement Quarter for that jurisdiction, and reporting the outcome of such comparison to ViiV within such thirty day period in a form reasonably satisfactory to ViiV; and
 - (iv) fully exercising the audit right set out in Clause 11.1 of the Sublicence at MPPF's own cost as soon as MPPF has reasonable cause to believe (and/or as soon as ViiV has notified MPPF that ViiV has reasonable cause to believe) an audit is necessary (including without limitation where such a party has reasonable grounds for suspecting non-compliance with the sublicence).

MPPF shall provide to ViiV a copy of such reports and attachments contemplated by such Clauses, upon request from ViiV.

- 3.4 The MPPF shall not provide its approval (or allow approval to be deemed provided) in relation to Approved Public Market Procurements in accordance with Clause 2.4 of the Sublicence unless it has reviewed a copy of the relevant tender documentation.
- 3.5 If the MPPF becomes aware of any act or omission of a Sublicensee which constitutes a breach of the relevant Sublicence the MPPF shall immediately notify ViiV and (i) if the breach is capable of correction and does not give rise to an immediate right of termination under the Sublicence, direct the relevant Sub-licensee in writing to cure the breach, with a copy of that writing to ViiV; and (ii) if the breach remains uncured at the end of the specified period, or if there are otherwise grounds for termination under the Sublicence, and in each case if so requested by ViiV, procure the termination of the relevant Sublicence in accordance with its terms.
- 3.6 The MPPF agrees to exercise the rights of ViiV as granted under Clause 18.3 of any Sublicence only as requested in writing by ViiV. For the avoidance of doubt, this shall not affect ViiV exercising its rights directly under any Sublicence.
- 3.7 The MPPF's obligations under this Clause 3 constitute direct, primary and unconditional obligations of the MPPF and shall not require ViiV to first take any steps against any Sublicensee or any other person.
- 3.8 MPPF shall collect on ViiV's behalf the royalties (together with any interest due) as contemplated by Clause 3 of each Sublicence, and pay such royalties and interest as an aggregated single quarterly sum to ViiV (or to such other person as ViiV may nominate in writing) in US dollars, by way of telegraphic transfer to such bank account as ViiV shall nominate, within sixty seven days of the expiry of the relevant Agreement Quarter. MPPF shall, prior to the expiry of such sixty seven day period, also provide to ViiV the individual Sublicensee statements as contemplated by Clause 3.4 of the Sublicence, together with a consolidated statement summarising such individual statements.

4. COMPLIANCE

- 4.1 The MPPF acknowledges receipt of GSK's "Prevention of Corruption – Third Party Guidelines" and agrees to perform its obligations under this Agreement in accordance with the principles set out therein.
- 4.2 The MPPF shall comply fully at all times with all applicable laws and regulations, including but not limited to applicable anti-corruption laws, of the territories in which the MPPF conducts business with ViiV and/or grants Sublicences.
- 4.3 ViiV shall be entitled to terminate this Agreement immediately on written notice to the MPPF if the MPPF fails to perform its obligations in accordance with this Clause 4. The MPPF shall have no claim against ViiV or any of their Affiliates for compensation for any loss of whatever nature by virtue of the termination of this Agreement in accordance with this Clause 4. To the extent (and only to the extent) that applicable law provides for any such compensation to be paid to the MPPF upon the termination of this Agreement, the MPPF hereby expressly agrees to waive (to the extent possible under applicable law) or repay to ViiV any such compensation or indemnity.

- 4.4 The responsibilities of the parties for reporting of adverse drug experiences related to the Products to regulatory authorities in the Territory shall be performed in accordance with local laws and regulations. The responsibilities of the parties for safety related or Product related inquiries shall be performed in accordance with local laws and regulations. The MPPF hereby undertakes to (a) use reasonable efforts to monitor the activities and duties of the Sublicensee as regards pharmacovigilance obligations as set out in Clause 7 of the Sublicence, and (b) otherwise procure compliance by the Sublicensee with such Clause 7.
- 4.5 MPPF represents that neither MPPF nor, to the knowledge of MPPF, any Affiliate, director, officer, or employee of MPPF, is a Sanctions Target.
- 4.6 MPPF represents and covenants that, prior to directly or indirectly (a) making the Patents available or granting a Sublicence to any Sanctions Target or (b) engaging in a transaction in a country or territory that is the target of country-wide or territory-wide Sanctions, where relevant and/or applicable, it will obtain a license or other authorization from OFAC and/or any other relevant Sanctions Authority.

5. GENERAL

- 5.1 Each Party shall seek each other's previous written approval of any initial press release or public announcement concerning the grant, scope or terms of this licence prior to such press release or other publication being made. Following an initial announcement, neither Party shall be required to seek the other Party's consent to reactive statements, provided such statements are accurate and not misleading. Following such initial announcement for which ViiV's approval has been obtained pursuant to this Clause, ViiV's prior written approval shall not be required to make factual public announcements concerning the grant of sublicenses by the MPPF.
- 5.2 The term of this Agreement shall commence on the Effective Date and expire upon the later of the expiration, lapse or invalidation of the last remaining Patent in the Territory (unless terminated earlier in accordance with its terms).
- 5.3 Upon the expiry of this Agreement, or in the event that this Agreement is terminated earlier in accordance with its terms, the MPPF shall procure that any Sublicences already granted shall be immediately terminated in accordance with their terms (if that Sublicensee is in breach of the Sublicence) or converted (by way of the MPPF, ViiV and the relevant Sublicensee entering into a novation agreement transferring the rights and obligations of the MPPF under the Sublicence to ViiV) into a licence between ViiV and the relevant Sublicensee(s) under the same terms and conditions of the Sublicence if that Sublicensee is not in breach of the Sublicence. This Clause 5.3 shall survive any termination of this Agreement.
- 5.4 Other than as set out under Clause 2.1, this Agreement confers: (a) no intellectual property rights whatsoever on the MPPF; and (b) no rights on the MPPF to sublicense its rights hereunder, which is expressly prohibited.
- 5.5 The MPPF shall have no rights in relation to the conduct of any matter relating to the Patents, including the filing, prosecution and maintenance thereof.
- 5.6 The MPPF agrees that it shall provide such assistance as ViiV reasonably requires to enable ViiV to exercise its rights under this Agreement and any Sublicence.
- 5.7 ViiV agrees only to exercise the rights granted to it under Clause 9.2 of the Sublicence in accordance with the licence granted therein. ViiV shall treat any information disclosed under Clause 11 of the Sublicence as Confidential Information and the confidentiality obligations of Clauses 6.1 to 6.4 of the Sublicence shall apply, *mutatis mutandis*, to ViiV with respect to such information provided, for the

- avoidance of doubt, that ViiV shall be entitled to disclose information about the quantities of Products manufactured by Sub-Licensees on an aggregate basis.
- 5.8 ViiV shall provide any Sublicensee with NCE Exclusivity or other regulatory exclusivity waivers to the extent required by the applicable regulatory authorities in order to manufacture or sell Product in the Territory in accordance with the terms of the Sublicence. ViiV shall further provide to any Sublicensee such consents which it has the legal capacity to give as are necessary to enable such Sublicensee to perform its obligations under Clauses 4.2 and 4.3 of the Sublicence.
- 5.8A If a request for a Selective Waiver Letter is made to the MPPF by a Sublicensee in accordance with Clause 4A of the relevant Sublicence:
- (i) the MPPF shall notify ViiV and provide ViiV with the information required by ViiV to prepare the requested Selective Waiver Letter;
 - (ii) provided that the Sublicensee has complied with all the requirements of Clause 4A of the relevant Sublicence (including in relation to the inclusion of a Paragraph III Certification), ViiV will complete the Selective Waiver Letter (including by printing such Selective Waiver Letter onto its official letterhead and arranging for the Selective Waiver Letter to be signed by a suitably authorised employee of ViiV or its Affiliate) and submit the Selective Waiver Letter to the FDA within 30 days of receiving all the information required to prepare the requested Selective Waiver Letter, from the MPPF.
- 5.8B For the avoidance of doubt, ViiV shall retain sole discretion as to the form and content of the Selective Waiver Letter, provided that the form and content of such Selective Waiver Letter is consistent with the terms of Clause 4A of the relevant Sublicence.
- 5.8C ViiV shall provide a copy of each Selective Waiver Letter as submitted by it to the FDA to the MPPF within 10 Business Days of its submission to the FDA.
- 5.8D The provisions of Clauses 5.8A to 5.8C (inclusive) are without prejudice to the provisions of Clause 5.8.
- 5.9 This Agreement may only be amended in writing signed by duly authorised representatives of each Party.
- 5.10 The rights of each Party under this Agreement: (a) may be exercised as often as necessary; (b) except as otherwise expressly provided in this Agreement, are cumulative and not exclusive of rights and remedies provided by law; and (c) may be waived only in writing and specifically. Delay in exercising or non-exercise of any such right is not a waiver of that right.
- 5.11 This Agreement may be executed in counterparts, which taken together shall constitute one and the same agreement, and any Party (including any duly authorised representative of a Party) may enter into this agreement by executing a counterpart.
- 5.12 This Agreement sets forth the entire agreement between the Parties and supersedes all prior agreements, arrangements and understandings, oral or written, between the Parties with respect to the subject matter hereof.
- 5.13 A person who is not a Party may not enforce any of the terms of this Agreement under the Contracts (Rights of Third Parties) Act 1999.
- 5.14 The MPPF shall send to ViiV within 30 days of receipt by the MPPF thereof a copy of any reports provided to MPPF under Clause 4.5 of the Sublicence. The MPPF agrees to use reasonable endeavours

to procure that Sublicensees provide such reports to the MPPF in accordance with the terms of the relevant Sublicence. ViiV agrees to treat such information of Sublicensee as Confidential Information and the confidentiality obligations of Clauses 6.1 to 6.4 of the Sublicence shall apply, *mutatis mutandis*, to ViiV with respect to such information.

- 5.15 Nothing in this Agreement shall be construed as a warranty that (a) the information set out in Appendix D or Appendix E of the Sublicence accurately reflects the status of ViiV's patents and patent applications relating to the Compound and/or Products, (b) any of the Patents or Non-Territory Patents are valid or enforceable or (c) that their exercise does not infringe any patent rights of any Third Parties.

6. GOVERNING LAW AND JURISDICTION

- 6.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
- 6.2 Subject to Clause 6.3, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to any non-contractual obligations arising out of or in connection with this Agreement) and the Parties submit to the exclusive jurisdiction of the English courts.
- 6.3 The Parties agree that in the event of a dispute they shall submit such dispute to mediation in accordance with the WIPO Mediation Rules. In the event that the dispute remains outstanding after 60 days from the date when it was first discussed (in any manner) between the Parties, either Party may commence court proceedings. The foregoing however shall not prevent any person from seeking and obtaining injunctive relief at any time.
- 6.4 Without prejudice to the foregoing in relation to the Licensee, nothing in this Agreement shall prevent or restrict ViiV from electing to bring proceedings in relation to patent infringement or from applying for injunctive relief in any country outside England, to which election the MPPF hereby agrees.

[Signature page follows]

IN WITNESS WHEREOF the Parties, through their duly authorised representatives, have executed this Agreement.

Signed for and on behalf of:
VIIV HEALTHCARE COMPANY

Terry Crandall
Signature

Terry Crandall
Name

Corporate Secretary
Position

April 21, 2016
Date

Signed for and on behalf of:
THE MEDICINES PATENT POOL FOUNDATION

[Signature]
Signature

CHAN PARK
Name

GENERAL COUNSEL
Position

Apr. 21, 2016
Date

SCHEDULE 1
FORM OF SUBLICENCE

SCHEDULE 2

FORM OF LETTER OF INDEMNITY

[ON THE LETTERHEAD OF THE LICENSEE¹]

To: ***ViiV Healthcare Company***
980 Great West Road
Brentford
Middlesex, TW8 9GS
United Kingdom

Date: [●]

Dear Sirs

Letter of indemnity regarding the Licence Agreement in relation to adult patients between the Medicines Patent Pool Foundation and [insert name of the Licensee] dated [insert date]

We refer to the licence agreement in relation to antiretroviral patents between the Medicines Patent Pool Foundation and ourselves, [insert name of the Licensee] (the “**Licensee**”) dated [insert date] (the “**Licence Agreement**”) under which the Licensee was granted a licence relating to the Patents (as such term is defined under the Licence Agreement).

It is noted that ***ViiV Healthcare Company*** and or its Affiliates (together “**ViiV**”) own the rights, title and interest in and/or is the licensee of the Patents.

Unless the contrary intention appears, a word or expression used in this letter shall have the same meaning as given to that word or expression under the Licence Agreement.

The Licensee hereby agrees that:

- (a) notwithstanding anything contained in the Licence Agreement, it does not have a right of sublicense under the Licence Agreement; and
- (b) it shall be responsible for and undertakes to indemnify ViiV and its Affiliates in respect of any and all liability, costs, damages and expenses (including, but not limited to, legal costs) (“**Losses**”) incurred by ViiV and/or its Affiliates arising out of, or in connection with: (i) any breach of the Licence Agreement by the Licensee or any of its Affiliates; and/or (ii) the Licensee’s exercise of its rights pursuant to the Licence Agreement (including for the avoidance of doubt any product liability claim relating to the Products manufactured by or on behalf of Licensee pursuant to this Agreement), provided that the indemnification obligation established in this Letter of Indemnity shall not apply to the extent such Losses arise out of negligence or wilful misconduct by ViiV and/or its Affiliates.

The parties hereby agree that the provisions of annex 1 hereto shall apply and, further, the Licensee hereby represents and warrants in the terms of the representations and warranties set out in annex 1 hereto.

This letter and any non-contractual obligations arising out or in connection with it shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this letter (including a dispute relating to any non-contractual

¹ Note: To include Licensee’s registered address.

obligations arising out of or in connection with this letter) and the parties submit to the exclusive jurisdiction of the English courts.

This letter shall be executed and take effect as a deed and may be executed in any number of counterparts.

Please acknowledge your agreement to the above by executing the enclosed copy of this letter as a deed and returning a copy to the Licensee at its address above.

Yours faithfully

EXECUTED as a DEED² by)
[NAME OF LICENSEE])
acting by:)
in the presence of:) Director

Witness's signature:

Name:

Address:

.....

We acknowledge our agreement to the above:

.....)
EXECUTED as a DEED by)
VIIV HEALTHCARE COMPANY)
acting by:)
in the presence of:) Director

Witness's signature:

Name:

Address:

.....

² Note: To be executed in a way that is binding upon the Licensee.

ANNEX 1

ANTI-CORRUPTION

1. The Licensee acknowledges receipt of GSK's 'Prevention of Corruption – Third Party Guidelines' and agrees to perform its obligations under the Licence Agreement in accordance with the principles set out therein.
2. The Licensee shall comply fully at all time with all applicable laws and regulations, including but not limited to applicable anti-corruption laws, of the Territory.
3. The Licensee agrees that it has not, and covenants and that it will not, in connection with the performance of the Licence Agreement, promise, authorise, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value, directly or indirectly: (i) to any individual including Government Officials (as defined below); or (ii) to an intermediary for payment to any individual including Government Officials; or (iii) to any political party. It is the intent of the parties that no payments or transfers of value shall be made, promised, authorised, ratified or offered with the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of securing an improper advantage or obtaining or retaining business.

For the purpose of this Clause "**Government Official**" means: (a) any officer or employee of a government or any department, agency or instrument of a government; (b) any person acting in an official capacity for or on behalf of a government or any department, agency, or instrument of a government; (c) any officer or employee of a company or business owned in whole or part by a government; (d) any officer or employee of a public international organisation such as the World Bank or United Nations; (e) any officer or employee of a political party or any person acting in an official capacity on behalf of a political party; and/or (f) any candidate for political office.

4. Except in the routine course of business, the Licensee shall not contact, or otherwise meet with any Government Official with respect to any transactions required under the Licence Agreement, without the prior written approval of ViiV and, when requested by ViiV, only in the presence of a ViiV designated representative.
5. The Licensee represents that it has not been convicted of or pleaded guilty to a criminal offence, including one involving fraud, corruption, or moral turpitude in the Territory.
6. The Licensee represents and warrants that except as disclosed in writing: (a) it does not have any interest which directly or indirectly conflicts with its proper and ethical performance of the Licence Agreement; and (b) it shall maintain arms length relations with all third parties (including government officials) with which it deals in performance of the Licence Agreement.
7. ViiV shall have the right during the term of the Licence Agreement to conduct an investigation and audit of the Licensee to monitor compliance with the terms of this annex 1. The Licensee shall cooperate fully with such investigation or audit, the scope, method, nature and duration of which shall be at the sole reasonable discretion of ViiV.
8. The Licensee shall ensure that all transactions under the Licence Agreement are properly and accurately recorded in all material respects on its books and records and each document upon which entries such books and records are based is complete and accurate in all material respects. The Licensee shall maintain a system of internal accounting controls reasonably designed to ensure that it maintains no off-the-books accounts.
9. The Licensee agrees that ViiV may make full disclosure of information relating to a possible violation of the terms of the Licence Agreement at any time and for any reason to any competent government

bodies and its agencies, and to whomsoever ViiV determines in good faith has a legitimate need to know.

10. ViiV shall be entitled to require the Licensee to procure the termination of the Licence Agreement immediately on written notice to the Licensee, if the Licensee fails to perform its obligations in accordance with this annex 1. The Licensee shall have no claim against ViiV for compensation for any loss of whatever nature by virtue of the termination of the Licence Agreement in accordance with this annex 1. To the extent (and only to the extent) that applicable law provide for any such compensation to be paid to the Licensee upon the termination of the Licence Agreement, the Licensee hereby expressly agrees to waive (to the extent possible under the laws of the territory) or to repay to ViiV any such compensation or indemnity.