LICENSE AGREEMENT

This License Agreement (**"Agreement**") is made as of the 23rd of October 2019 ("**Effective Date**") by and between **Pfizer Inc.**, a biopharmaceutical corporation having offices at 235 E 42nd Street, New York, New York 10017-5703 ("**Pfizer**"), and the **Medicines Patent Pool Foundation**, a non-profit foundation registered under the laws of Switzerland, and having a principal place of business at 7 Rue de Varembé, Geneva 1202, Switzerland ("**MPP**"). Each of Pfizer and MPP is referred to in this Agreement as a "**Party**." Pfizer and MPP are collectively referred to in this Agreement as the "**Parties**."

R E C I T A L S

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

WHEREAS, Pfizer has a longstanding commitment to ensure that access to clinical trial data is made available for the purposes of scientific research that will contribute to the understanding of the disease, target or compound class;

WHEREAS, the MPP desires to obtain a non-exclusive license from Pfizer under the Licensed IP to allow it to grant sublicenses to various third parties to facilitate the Compound's further clinical development;

WHEREAS, Pfizer is willing to grant such a license to the MPP for the above-mentioned purposes;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties, intending to be legally bound hereby, agree as follows:

1. DEFINITIONS.

1.1. **"Affiliate"** shall mean in relation to a Party, any corporation, firm, partnership or other entity that controls, is controlled by, or is under common control with that Party, but only for so long as such control continues. For the purpose of this definition, "control" (including, with the correlative meanings "controlled by", "controlling" and "under common control with" means: (a) the possession, directly or indirectly, of the power to direct the management or policies of an entity, whether **through** the ownership of voting securities, by contract or otherwise, or (b) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting securities or other ownership interests (whether directly or pursuant to any option, warrant, or other similar agreement) of such entity.

1.2. **"Agreement Quarter"** shall mean any period of three months ending on the last day of March or June or September or December.

1.3. **"Compound"** shall mean sutezolid.

1.4. **"Field of Use"** shall mean the prevention and/or treatment of tuberculosis.

1.5. "**Government Authority**" shall mean any court, agency, department, authority or other instrumentality of any national, state, county, city or other political subdivision.

1.6. **"Know-How"** shall mean the Confidential Information described in Exhibit B and provided to MPP by Pfizer through Pfizer's secure data transfer within thirty (30) days of the Effective Date.

1.7. **"Licensed IP"** shall mean the Know-How and the Patent Rights.

1.8. **"Product(s)"** shall mean pharmaceutical combinations and compositions containing the Compound for use in combination with other active ingredients.

1.9. **"Patent Right"** shall mean the patents and patent applications as set forth in Exhibit A.

1.10. "**Regulatory Approval**" shall mean any technical, medical, scientific or other license, registration, authorization or approval of any Regulatory Authority (including any approval of a New Drug Application or Biologic License Application) necessary for the development, manufacture or commercialization of a pharmaceutical product in any regulatory jurisdiction.

1.11. "**Regulatory Authority**" shall mean, with respect to a country in the Territory, any national (e.g., the FDA), supra-national (e.g., the European Commission, the Council of the European Union, or the European Medicines Agency), regional, state or local regulatory agency, department, bureau, commission, council or other Governmental Authority involved in the granting of a regulatory approval or, to the extent required in such country, price approval, for a pharmaceutical product in such country.

1.12. **"Sublicense"** shall mean any sublicense granted by MPP in accordance with Article 3, or any sub-sub license granted by a Sublicensee of this Agreement.

1.13. **"Sublicensee"** shall mean any entity that has entered a sublicense in accordance with Article 3.

1.14. **"Territory"** shall mean worldwide.

2. LICENSE GRANT.

2.1. Upon the terms and subject to the conditions set out in this Agreement, Pfizer hereby grants to the MPP, and the MPP hereby accepts, a non-exclusive, sublicensable, royalty-free, fully-paid license under the Licensed IP to develop, make, have made, use, file for regulatory approval, sell, have sold, offer to sell, import and export Products in the Field in the Territory.

3. SUBLICENSES.

3.1. Sublicensees. It is understood and agreed that MPP will not itself further develop and commercialize Compound or Products or exploit the Licensed IP, but it will do so through its Sublicensees without receiving compensation in exchange for such rights. MPP may grant Sublicenses, under the terms and conditions of this Agreement, to any

entity which in the reasonable opinion of the MPP, based on reasonable diligence of MPP, has demonstrated willingness, capability, and capacity to develop and/or commercialize the Product(s) in the Field in a manner consistent with the goals of Accessibility as described in Section 3.3 herein. Each Sublicense will contain all the benefits to Pfizer stated herein including, inter alia, the disclaimers contained within Sections 6.3, 6.4, and 6.5 herein, the confidentiality requirements included in Article 5 herein, and shall require the Sublicensee to carry indemnification and insurance requirements as described in Article 7 herein. MPP shall provide Pfizer with a copy of all Sublicenses granted under this Agreement within 30 days of execution of each Sublicense and shall (a) refer to this Agreement and be subject to and subordinate to this Agreement; (b) the sublicense rights granted to each Sublicensee will be non-sublicensable and non-transferable; and (c) the Sublicense will not be royalty-bearing.

3.2. Development timelines. MPP will require any Sublicensee that intends to further develop the Compound into one or more Product(s) to agree upon reasonable diligence requirements and development milestones. MPP will require any Sublicensee that intends to commercialize the Product(s) to agree upon reasonable registration and commercialization timelines.

3.3. Accessibility. MPP will require that for any Sublicensee(s) that commercializes Product(s), the Sublicensee(s) do so in a manner that facilitates its widespread availability, which commercially reasonable efforts shall include adequate manufacturing capacity, adequate supply of product meeting specifications, registration of Product(s) with applicable local and global health authorities, participation in local tenders and making available to local policy makers information regarding the Product(s). MPP will require that such Sublicensee(s) use commercially reasonable efforts to ensure that the Product(s) be made available at Affordable Pricing as quickly as possible in sufficient quantities to meet the needs of TB patients throughout the world. "Affordable Pricing" as used herein shall mean the lowest sustainable, competitive price for the Product(s) which covers the cost of raw materials, manufacturing, distribution and operational overheads, and includes a reasonable margin to help ensure the economic sustainability of the production and distribution of the Product(s).

3.4. Quality. MPP will require that for any Sublicensee(s) that commercialize the Product(s), it will do so in a manner consistent with: (i) World Health Organization ("WHO") pre-qualification standards; or (ii) the standards of any Stringent Regulatory Authority, as defined by the WHO. Where such approvals are not yet available, the Sublicensee(s) may obtain temporary approval through a WHO Expert Review Panel.

3.5. Limited License. The Parties acknowledge and agree that the scope of the license is limited to the Licensed IP and that Pfizer is not granting a right or license, express or implied, to MPP or to Sublicensee to any other patent right, copyright, trademark, trade name, trade dress, service mark or any other intellectual property right owned or controlled by Pfizer or any of its Affiliates.

3.6. No Technical Assistance. Pfizer will provide MPP with one copy of the Know-How. MPP acknowledges and agrees that Pfizer is not under any obligation to provide MPP or any Sublicensee with any technical assistance or documentation (other than the documents specifically identified as Know-How).

4. OBLIGATIONS OF MPP.

4.1. Monitoring of Compliance. MPP agrees to monitor compliance by each Sublicensee, including but not limited by:

(a) reviewing with all reasonable skill and care any reports provided to MPP by the Sublicensee under the Sublicense; and

(b) assessing in relation to each applicable Sublicensee whether its progress in the development of Product(s) is in line with the milestones agreed pursuant to Section 3.2 of this Agreement;

4.2. Reports. During the period that MPP's Sublicensees are developing the Products, MPP will provide Pfizer with an annual report describing (a) the status of development of each Product in development by each Sublicensee if applicable, (b) the regulatory filing plan with the WHO Pre-qualification Programme and/or a Stringent Regulatory Authority anticipated for each Product in the upcoming calendar year, and (c) a list of countries for which regulatory approvals or authorizations have been obtained during the reporting period for any Product. Such annual report shall be provided to Pfizer within ninety (90) days of the anniversary of the effective date of any Sublicense. Following regulatory approval for any Product by the WHO Pre-qualification Programme and/or a Stringent Regulatory Authority, MPP will send to Pfizer within 60 days following the end of each anniversary of the Effective Date a written report setting forth a list of countries for which regulatory approvals or authorizations have been obtained during the reporting period for any Product. Pfizer agrees that information contained in these annual and quarterly reports shall be treated as Confidential Information of MPP and its Sublicensee(s).

4.3. Notification of Material Breach. If MPP becomes aware of any act or omission of a Sublicensee which constitutes a breach of the relevant Sublicense MPP shall provide Pfizer with prompt notification and (i) if the breach is capable of correction and does not give rise to an immediate right of termination under the Sublicense, direct the relevant Sublicensee in writing to cure the breach; and (ii) if the breach remains uncured at the end of the specified period, or if there are otherwise grounds for termination under the Sublicense, terminate the relevant Sublicense in accordance with its terms.

5. CONFIDENTIALITY.

5.1. Definition. "Confidential Information" means any confidential or proprietary information of a financial, commercial or technical nature that Pfizer or any of its Affiliates has supplied or otherwise made available to MPP, which are: (a) disclosed in writing or (b) if disclosed orally, summarized in writing and provided to MPP after disclosure. Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that all Know-How shall be considered Pfizer's Confidential Information and MPP hereby agrees to include this requirement in all Sublicenses.

5.2. Obligations. MPP will protect all Confidential Information against unauthorized disclosure to third parties with the same degree of care as the MPP uses for similar information, but in no event less than a reasonable degree of care. MPP may disclose the Confidential Information to its respective directors, officers, employees, subcontractors, Sublicensees, consultants, attorneys and accountants (collectively, "Recipients") who have a need to know such information for purposes related to this Agreement, provided that MPP shall hold such Recipients to obligations of confidentiality with terms and

conditions at least as restrictive as those set forth in this Agreement, provided however that MPP may only disclose Know-How to a Recipient with whom it has entered into a Sublicense, or has entered into a confidentiality agreement for the purposes of evaluating whether to enter into a Sublicense, provided such confidentiality agreement is consistent with the terms of this Agreement.

5.3. Exceptions. The obligations under this Article 5 shall not apply to any information to the extent MPP can demonstrate by competent evidence that such information:

(a) is (at the time of disclosure) or becomes (after the time of disclosure) known to the public or part of the public domain through no breach of this Agreement by MPP or any Recipients to whom it disclosed such information;

(b) was known to, or was otherwise in the possession of, MPP prior to the time of disclosure by Pfizer;

(c) is disclosed to MPP on a nonconfidential basis by a Third Party who is entitled to disclose it without breaching any confidentiality obligation to Pfizer; or

(d) is independently developed by or on behalf of MPP, as evidenced by its written records, without use or access to the Confidential Information.

5.4. The restrictions set forth in this Article 5 shall not apply to any Confidential Information that MPP or its Sublicensees are required to disclose under Applicable Laws or a court order or other governmental order, provided that MPP: (a) provides Pfizer with prompt notice of such disclosure requirement if legally permitted, (b) affords Pfizer an opportunity to oppose, limit or secure confidential treatment for such required disclosure and (c) if Pfizer is unsuccessful in its efforts pursuant to subsection (b), discloses only that portion of the Confidential Information that MPP is legally required to disclose as advised by MPP's legal counsel. Sublicensees may disclose Pfizer's Know-How or Confidential Information to Governmental Authorities (x) to the extent desirable to obtain or maintain regulatory applications or Regulatory Approvals for any Compound or Product, and (y) in order to respond to inquiries, requests or investigations relating to Compounds, Products or this Agreement, or is otherwise required by Applicable Laws.

5.5. Right to Injunctive Relief. MPP agrees that breaches of this Article 5 may cause irreparable harm to Pfizer and shall entitle Pfizer, in addition to any other remedies available to it (subject to the terms of this Agreement), the right to seek injunctive relief enjoining such action.

5.6. Ongoing Obligation for Confidentiality. In the event that this Agreement is terminated by Pfizer under sections 8.2 or 8.4, MPP shall, and shall cause its Recipients to, destroy or return (as requested by Pfizer) any Confidential Information of Pfizer, except for one copy which may be retained in its confidential files for archive purposes. The obligation under this Section 5.6 will not apply to any Sublicensees and their Recipients that are converted into direct licensees of Pfizer under section 8.3.

5.7. Publications. During the Term, MPP shall submit, and shall direct its Sublicensees to submit, for review and approval any proposed academic, scientific or medical publication or public presentation that contains Pfizer's Confidential Information. Written copies of such proposed publication or presentation required to be submitted hereunder shall be submitted to the Pfizer no later than forty-five (45) days before submission for publication

or presentation (the "Review Period"). Pfizer shall provide its comments with respect to such publications and presentations within thirty (30) days of its receipt of such written copy. The Review Period may be extended for an additional thirty (30) days in the event the reviewing Party can, within thirty (30) days of receipt of the written copy, demonstrate reasonable need for such extension, including for the preparation and filing of patent applications. MPP will comply with standard academic practice regarding authorship of scientific publications and recognition of contribution of other parties in any publication governed by this Section 5.7, including International Committee of Medical Journal Editors standards regarding authorship and contributions.

5.8. Publicity. A Party may not issue any initial press release or public announcement concerning this Agreement, its terms, without prior written consent of the other Party. It is understood and accepted by Pfizer that MPP will publish the full contents of this Agreement on the date that both Parties have executed the Agreement. 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 nor materially different in scope or content from the initial announcement. Following such initial announcement for which Pfizer's approval has been obtained under this section, Pfizer's prior written approval shall not be required to make factual public announcements concerning the grant of sublicenses by the MPP.

6. REPRSENTATIONS, WARRANTIES AND COVENANTS.

6.1. MPP and Pfizer each represent and warrant that, subject to the Negation of Warranties and Disclaimers contained herein:

(a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has 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 on behalf of such party, 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 by such party 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.

6.2. Compliance with Laws. Each of Pfizer and MPP covenants and agrees that it shall perform all activities under this Agreement in accordance with all applicable laws and regulations.

6.3. No Other Warranties. EXCEPT AS EXPRESSLY STATED IN Sections 6.1 and 6.2, NEITHER PARTY MAKES ANY REPRESENTATIONS OR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, VALIDITY, ENFORCEABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY INFORMATION PROVIDED BY PFIZER OR ITS AFFILIATES IS MADE AVAILABLE ON AN "AS

IS" BASIS WITHOUT WARRANTY WITH RESPECT TO COMPLETENESS, COMPLIANCE WITH REGULATORY STANDARDS OR REGULATIONS OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER KIND OF WARRANTY WHETHER EXPRESS OR IMPLIED.

6.4. Waiver of Consequential Damages. EXCEPT FOR A BREACH OF ARTICLE 5, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS OR LOST REVENUES REGARDLESS OF WHETHER IT HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR THE TYPE OF CLAIM, CONTRACT OR TORT (INCLUDING NEGLIGENCE).

6.5. No other Promises or Warranties. Other than the obligations specifically stated in this Agreement, Pfizer makes no promises, express or implied, regarding the Licensed IP. MPP agrees that no representation or statement by any Pfizer employee shall be deemed to be a statement or representation by Pfizer, and that MPP was not induced to enter this Agreement based upon any statement or representation of Pfizer, or any employee of Pfizer. Pfizer is not responsible for any publications, experiments or results reported by any Pfizer employee, now or in the future, and it is the sole responsibility of MPP to evaluate the Patent Right and the accuracy of any data or results.

7. INDEMNITY AND INSURANCE.

7.1. Indemnification. MPP agrees to indemnify, hold harmless and defend Pfizer and its Affiliates, and their respective officers, directors, employees, contractors, agents and assigns (collectively, "Pfizer Indemnitees"), from and against any Claims arising or resulting from: (a) the development of a Product by MPP, its Affiliates, subcontractors or sublicensees, (b) the commercialization of a Product by MPP, its Affiliates, subcontractors or sublicensees, (c) the negligence, recklessness or wrongful intentional acts or omissions of MPP, its Affiliates, subcontractors or sublicensees, (d) breach by MPP of any representation, warranty or covenant as set forth in this Agreement or (e) breach by MPP of the scope of the license set forth in Section 2.1. As used herein, "Claims" means collectively, any and all demands, claims, actions and proceedings (whether criminal or civil, in contract, tort or otherwise) for losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees).

7.2. Indemnification Procedure. In connection with any Claim for which Pfizer seeks indemnification from MPP pursuant to this Agreement, Pfizer shall: (a) give MPP prompt written notice of the Claim; provided, however, that failure to provide such notice shall not relieve MPP from its liability or obligation hereunder, except to the extent of any material prejudice as a direct result of such failure; (b) cooperate with MPP, at MPP's expense, in connection with the defense and settlement of the Claim; and (c) permit MPP to control the defense and settlement of the Claim; provided, however, that MPP may not settle the Claim without Pfizer's prior written consent, which shall not be unreasonably withheld or delayed, in the event that such settlement materially adversely impacts Pfizer's rights or obligations. Further, Pfizer shall have the right to participate (but not control) and be represented in any suit or action by advisory counsel of its selection and at its own expense.

7.3. Insurance Requirements. MPP will require, prior to the initial human testing or first

commercial sale of any Product, whichever occurs first, that its Sublicensee(s) maintain during the Term and until the later of: (a) three (3) years after termination or expiration of this Agreement, or (b) the date that all statutes of limitation covering claims or suits that may be instituted for personal injury based on the sale or use of the Product have expired, commercial general liability insurance, including contractual liability and product liability or clinical trials, if applicable, with coverage limits of not less than five (5) million U.S. Dollars per occurrence and five (5) million U.S. Dollars in the aggregate. MPP will cause its Sublicensee(s) to furnish a Certificate of Insurance or other evidence of compliance upon reasonable request.

]

8. TERM AND TERMINATION.

8.1. Term. This Agreement shall enter into force upon the Effective Date and, unless earlier terminated as provided herein, shall expire on the fifteenth (15^{th}) anniversary thereof. Following this Term, the license granted in Section 2.1 will become a perpetual, irrevocable, fully paid-up, royalty free license to develop, make, have made, use, file for regulatory approval, sell, have sold, offer to sell, import and export Products in the Field in the Territory.

8.2. Termination for Material 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 to cure such breach, or to provide a timeline to cure such breach to the satisfaction of the non-breaching party. If such breach is not cured within the thirty (30) day period or in accordance with the timeline, this Agreement shall effectively terminate.

8.3. Effect of Termination. In the event this Agreement is terminated other than under Section 8.1, all sublicenses will automatically convert into direct licenses between Pfizer and the Sublicensees, provided Sublicensees are not in breach of any term of the respective Sublicense.

8.4. Insolvency. Either Party may terminate this Agreement in the event the other Party becomes insolvent, makes an assignment to the benefit of creditors, or has a petition in bankruptcy filed for or against it.

8.5. Survival. Sections 6.3, 6.4, 6.5 and 8.3 and Articles 1, 5 and 8 shall survive termination or expiration of this Agreement.

9. MISCELLANEOUS.

9.1. Assignment. Neither Party may assign its rights and obligations under this Agreement without the other Party's prior written consent, except that: (a) Pfizer may assign its rights and obligations under this Agreement or any part hereof to one or more of its Affiliates without the consent of MPP; and (b) Pfizer may assign this Agreement in the event of a Change of Control of MPP. The assigning Party shall provide the other Party with prompt written notice of any such assignment. Any permitted assignee pursuant this Section 9.1 shall assume all obligations of its assignor under this Agreement, and no permitted assignment shall relieve the assignor of liability for its obligations hereunder. Any

attempted assignment in contravention of the foregoing shall be void.

9.2. Severability. Should one or more of the provisions of this Agreement become void or unenforceable as a matter of law, then such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement, and the Parties agree to substitute a valid and enforceable provision therefor which, as nearly as possible, achieves the desired economic effect and mutual understanding of the Parties under this Agreement.

9.3. Governing Law. This Agreement shall be governed by and construed under the laws in effect in the State of New York, U.S. without giving effect to any conflicts of laws provision thereof or of any other jurisdiction that would produce a contrary result. The courts located in the Southern District of New York shall have exclusive jurisdiction over any action relating to this Agreement, and each of the Parties irrevocably: (a) submits to such exclusive jurisdiction for such purpose; (b) waives any objection which it may have at any time to the laying of venue of any proceedings brought in such courts; (c) waives any claim that such proceedings have been brought in an inconvenient forum; and (d) further waives the right to object with respect to such proceedings that any such court does not have jurisdiction over such Party; and (e) consents to service of process in the manner provided by Section 9.8 or by first class certified mail, return receipt requested, postage prepaid.

9.4. Dispute Resolution. Other than as provided under Section 5.5, the Parties agree that in the event of a dispute they shall first attempt in good faith to resolve such dispute. In the event that such dispute is not resolved on an informal basis, either Party may refer the dispute to the Executive Director of the MPP and to the corresponding executive at Pfizer (together, the Designated Officers). If such dispute is not resolved by the Designated Officers within 30 days, the Parties agree that they shall submit such dispute to mediation in accordance with WIPO Mediation Rules. In the event that dispute remains outstanding after 60 days from the date when it was first discussed in any manner between the Parties, either Party may commence proceedings in a court of competent jurisdiction, seeking any remedy at law or in equity.

9.5. Force Majeure. Except with respect to delays or nonperformance caused by the negligent or intentional act or omission of a Party, any delay or nonperformance by such Party (other than payment obligations under this Agreement) will not be considered a breach of this Agreement to the extent such delay or nonperformance is caused by acts of God, natural disasters, acts of any Government Authority or civil or military authority, fire, floods, epidemics, quarantine, energy crises, war or riots or any other cause outside of the reasonable control of such Party (each, a "Force Majeure Event"), provided that the Party affected by such Force Majeure Event will promptly begin or resume performance as soon as reasonably practicable after the event has abated. If the Force Majeure Event prevents a Party from performing any of its obligations under this Agreement for two hundred seventy (270) days or more, then the other Party may terminate this Agreement immediately upon written notice to the non-performing Party.

9.6. Waivers and Amendments. The failure of any Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other Party. No waiver shall be effective unless it has been given in writing and signed by the Party giving such waiver. No provision of this Agreement may be amended or modified other than by a written document signed by authorized

representatives of each Party.

9.7. Relationship of the Parties. Nothing contained in this Agreement shall be deemed to constitute a partnership, joint venture, or legal entity of any type between Pfizer and MPP, or to constitute one Party as the agent of the other. Moreover, each Party agrees not to construe this Agreement, or any of the transactions contemplated hereby, as a partnership for any tax purposes. Each Party shall act solely as an independent contractor, and nothing in this Agreement shall be construed to give any Party the power or authority to act for, bind, or commit the other Party.

9.8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

9.9. Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when: (a) delivered by hand (with written confirmation of receipt) or (b) when received by the addressee, if sent by an internationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and fax numbers set forth below (or to such other addresses and fax numbers as a Party may designate by written notice):

If to Pfizer Inc.:

Pfizer Inc.
235 East 42nd
Street New York,
NY 10017 Fax:
646-348-8157

Attention: Senior Vice President, Business Development

With a copy to: Pfizer Inc.
New York, NY 10017

Fax: 646-348-8157
Attn: General Counsel
Email: contractnotices@pfizer.com

If to MPP:

Medicines Patent Pool
Rue de Varembè 7
Geneva 1202
Switzerland

Attn: General Counsel
Email: office@medicinespatentpool.org

9.10. Further Assurances. MPP and Pfizer hereby covenant and agree without the necessity of any further consideration, to execute, acknowledge and deliver any and all such other documents and take any such other action as may be reasonably necessary or appropriate to carry out the intent and purposes of this Agreement.

9.11. Entire Agreement. This Agreement, together with its Schedules, sets forth the entire

agreement and understanding of the Parties as to the subject matter hereof and supersedes all proposals, oral or written, and all other prior communications between the Parties with respect to such subject matter.

9.12. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, and all of which will together constitute one and the same agreement. The Agreement will be deemed to be fully executed when signed by each of the Parties through written signature, PDF, validated digital signature, or other reliable electronic means, and delivered to the other Party.

9.13. Cumulative Remedies. No remedy referred to in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to in this Agreement or otherwise available under law.

9.14. Waiver of Rule of Construction. Each Party has had the opportunity to consult with counsel in connection with the review, drafting, and negotiation of this Agreement. Accordingly, any rule of construction that any ambiguity in this Agreement shall be construed against the drafting Party shall not apply.

[signatures appear on following page]

IN WITNESS WHEREOF, the Parties intending to be bound have caused this Agreement to be executed by their duly authorized representatives as of the Amendment Effective Date.

.

Pfizer Inc.

DocuSigned by:

0165D583F6744E6...

Name: Suneet Varma
Title: Global President
Hospital Business Unit
BioPharmaceuticals Group

Medicines Patent Pool Foundation

DocuSigned by:

22B5FCA5014E4BB...

Name: Charles Gore
Title: Executive Director

Exhibit A
Patents

Docket Number	Country	Application Number	Application Date	Patent Number	Grant Date	Expiration Date
PC 33817A	Brazil	PI0918802-9	8/31/2009			
PC 33817A	Canada	2735229	8/31/2009	2735229	1/28/2014	8/31/2029
PC 33817A	Hong Kong	11110319.0	9/30/2011			
PC 33817A	Israel	211293	8/31/2009			
PC 33817A	Mexico	MX/A/2011/002348	8/31/2009	307125	1/31/2013	8/31/2029
PC 33817A	New Zealand	591169	8/31/2009	591169	3/22/2013	8/31/2029
PC 33817A	South Africa	2011/01742	8/31/2009	2011/01742	11/30/2011	8/31/2029

Exhibit B
Know-How

Know How.pdf