Termination Agreement

This Termination Agreement is made by and between:

1. **Bristol-Myers Squibb Company**, a Delaware Corporation, with offices at 345 Park Avenue, New York, New York U.S.A (“BMS”);

2. **The Medicines Patent Pool Foundation**, a non-profit foundation registered under the laws of Switzerland and having a principal place of business at Rue de Varembé, 7, Geneva 1202, Switzerland (“MPP”); and

3. **Emcure Pharmaceuticals Ltd**, a company organised under the laws of India, with registered office at Emcure House, T-184, MIDC, Bhosari, Pune – 411 026 India (“Emcure”).

The above are each a “Party”, and collectively, the “Parties”. Capitalized terms in this Termination Agreement have the meanings set out in the Sublicense Agreement, unless otherwise defined.

WHEREAS

(A) The Parties had entered into a sublicense and technology transfer agreement with effective date 17 December 2015 (the “Sublicense Agreement”); and

(B) Emcure has duly informed BMS and MPP of its interest to opt for an early termination of such Sublicense Agreement.

(C) As a consequence, the Parties now agree to terminate the Sublicense Agreement by mutual consent and have therefore executed this Termination Agreement to record their mutual understanding.

THE PARTIES AGREE AS FOLLOWS:

1. The Parties agree to terminate the Sublicense Agreement with effect as from 1 January 2020 (the “Termination Date”).

2. The Parties understand and agree that neither Party nor any of its Affiliates owes any obligations to the other Party in respect of the termination of the Sublicense Agreement. In particular, there shall be no payment and/or reporting obligations owed by Emcure (or any of its Affiliates) to BMS or MPP and notwithstanding clause 12.5(b) of the Sublicense Agreement, there shall be no resulting license between BMS and Emcure as a result of the termination of the Sublicense Agreement.

3. Each Party shall from the Termination Date cease to make use of the confidential information of any other Party that was disclosed pursuant to the Sublicense Agreement.

4. Other than as set out in items 2 and 3 above and as stated in clause 12.6 of the Sublicense Agreement (Survival), after the Termination Date, neither Party (nor any of its...
Affiliates) shall be required to deliver any further performance or carry out any activity as a consequence of the termination of the Sublicense Agreement.

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

On behalf of Medicines Patent Pool

By: [Signature]
Name: [Name]
Title: Executive Director

On behalf of Emcure Pharmaceuticals Ltd

By: [Signature]
Name: [Name]
Title: Senior Director, HR

On behalf of Bristol-Myers Squibb Company

By: [Signature]
Name: [Name]
Title: Senior Vice President, Global Policy

Medicines Patent Pool
Rue de Varembé 7
1202 Geneva
Switzerland