[APPENDIX 6-C FOR LICENSEES IN CHINA]

LICENSE AGREEMENT

This LICENSE AGREEMENT (the "**Agreement**") is made as of _____ (the "**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 wishes to facilitate access to its antiviral agents to patients in the developing world to help satisfy unmet medical needs;

WHEREAS, the 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 medicines by facilitating access to intellectual property on these medicines;

WHEREAS, Gilead and MPP have entered into a Second Amended and Restated License Agreement effective June 10, 2015 (the **"MPP License Agreement"**), pursuant to which Gilead has granted MPP the right to grant non-exclusive licenses to manufacture one or more of Gilead's proprietary agent(s) in China and sell products containing such agent(s) in the Territory on the terms and conditions set forth therein;

WHEREAS, Gilead, through MPP, wishes to grant Licensee non-exclusive rights to Gilead's proprietary agents tenofovir alafenamide, tenofovir disoproxil fumarate, elvitegravir and cobicistat, and including rights in Gilead's proprietary fixed-dose single-tablet regimens referred to as the "Quad", as specifically provided herein; and

WHEREAS, Licensee wishes to receive such license from MPP to manufacture tenofovir alafenamide, tenofovir disoproxil fumarate, elvitegravir and cobicistat in China and sell products containing such agents in the Territory to help achieve the goals set forth above.

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**"), tenofovir disoproxil fumarate ("**TDF**"), elvitegravir ("**EVG**"), and cobicistat ("**COBI**").

"**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).

"**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 TDF or 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, no Quad Product is 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 4.

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

"**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 7.5.

"**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 any Quad Product.

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

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

"**Gilead Supplier**" shall mean (a) with respect to TDF, PharmaChem Technologies (Grand Bahama), Ltd. and (b) with respect to API other than TDF such other 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 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 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 Licensed 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 Product Supplier**" shall mean (a) an entity located in India 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 (other than Licensee) 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.

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

"**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, 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 owned or controlled by Gilead and its Affiliates during the term of this Agreement including (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 COBI Product, EVG Product, TAF Product, TDF Product, COBI Combination Product, EVG Combination Product, TAF Combination Product, TDF Combination Product, and the Quad Products.

"**Quad Product**" or "**the Quad Product**" shall mean, individually and collectively, the TDF Quad and TAF Quad.

"**TDF Quad**" shall mean the finished pharmaceutical product containing TDF (300 mg), emtricitabine (200 mg), 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.

"**TAF Quad**" shall mean the finished pharmaceutical product containing TAF, emtricitabine, 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.

"**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.

"**TDF Combination Product**" shall mean a pharmaceutical product containing TDF 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 TDF Quad is not a TDF Combination Product.

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

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

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

2.2 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, and (iii) COBI Products and COBI Combination Products in the Field and in the COBI 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 and COBI 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 and COBI.

2.3 Affiliates. Licensee may grant sublicenses under the licenses granted in Section 2.1 or Section 2.2 to its Affiliates upon Gilead's prior written consent, which such consent shall not be unreasonably withheld. 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 and MPP. Licensee hereby grants to Gilead and MPP 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 5.2. As between Gilead, MPP 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 to Licensed Product Suppliers in India, China or South Africa, in each case that have been approved by Gilead in accordance with Section 2.5(e).

(b) Product Sales. Subject to Sections 10.3(c) and 10.3(d), 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 Product, TDF Product and TDF Combination Product for use in the Field 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, and (C) EVG Product, EVG Combination Product and Quad Product for use in the Field and in the countries of the EVG-Quad 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 the TAF Quad to humans, or sell the TAF Quad until Gilead has obtained marketing approval for the TAF Quad from the FDA. Licensee agrees that it will not administer EVG to humans, or sell Products containing EVG until Gilead has obtained marketing approval for an EVG Product from the FDA. Licensee agrees that it will not administer COBI to humans, or sell Products containing COBI until Gilead has obtained marketing approval for a COBI Product from the FDA. Licensee agrees that it will not administer TAF to humans, or sell Products containing TAF until Gilead has obtained marketing approval for a TAF Product from the FDA. If Gilead obtains marketing approval from the FDA for any Quad Product or a Combination Product containing TAF, COBI or EVG ("**Approved Combination Product**") prior to obtaining marketing approval for a TAF Product, EVG Product or COBI Product from the FDA, then Licensee will be allowed to administer such Quad Product or such Approved Combination Product to humans, and sell such Quad Product or such Approved Combination Product from and after the date of such marketing approval from the FDA, but will not (A) administer to humans or sell Combination Products containing EVG other than such Quad Product or such Approved Combination Product until Gilead has obtained marketing approval from the FDA for an EVG Product, or (B) administer to humans or sell Combination Products containing COBI other than such Quad Product or such Approved Combination Product until Gilead has obtained marketing

approval from the FDA for a COBI Product or (C) administer to humans or sell Combination Products containing TAF other than such Quad Product or such Approved Combination Product until Gilead has obtained marketing approval from the FDA for a TAF Product.

(c) Limitations on Product Combinations.

(i) Licensee will be allowed to manufacture and sell TAF or TDF in combination with other active pharmaceutical ingredients in the TDF-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 TDF-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-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-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 Quad Products.

(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, 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, (B) Licensee may only sell and offer for sale COBI Product and COBI Combination Product to Gilead Distributors in the COBI Territory, and may not sell or offer for sale COBI Product or COBI Combination Product outside the COBI Territory, (C) Licensee may only sell and offer for sale EVG Product, EVG Combination Product and Quad Product to Gilead Distributors 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 (D) 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.

(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 and MPP with the information described in Section 4.3 and Section 6.3 (and also to provide Japan Tobacco with such information to the extent it relates to EVG, EVG Product, EVG Combination Product or Quad Product). 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 the Quad Product.

(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, 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. Licensee shall provide Gilead with written copies of all agreements executed between Licensee and Third Party Resellers. 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 Quad Product, 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 such Third Party Reseller engages 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 and MPP retain all rights in API and Products except as otherwise provided in this Agreement, and that Gilead and MPP 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 or Quad Product 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 any 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 parties. 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 Quad Product 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, 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.

3. Sourcing of API

3.1 Sourcing of API from API Suppliers. Licensee agrees that it shall not make 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. 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.

3.2 Gilead Assistance with Gilead Suppliers. Upon receipt of a notice described in Section 3.1 of Licensee's intention to obtain Licensed API, other than TAF, from a Gilead Supplier, Gilead shall use commercially reasonable efforts to assist Licensee in procuring supply of such API from such Gilead Supplier. For clarity, as of the Effective Date the only API that Licensee may source from a Gilead Supplier shall be TDF. Gilead shall not be obligated to assist Licensee in procuring any supply of such 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 such agreement if such supply adversely affects Gilead 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 the terms of which would be 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) 3% of TDF Product Net Sales in the TDF-TAF Territory.

(b) 5% of TAF Product Net Sales in the TDF-TAF Territory.

(c) (i) 3% of the portion of TDF Combination Product Net Sales attributable to the TDF component of such TDF Combination Product in the TDF-TAF Territory and (ii) 5% of the portion of TAF Combination Product Net Sales attributable to the TAF component of such TAF Combination Product in the TDF-TAF Territory, in each case as determined in accordance with Section 4.2.

(d) (i) 3% of the portion of TDF Quad Net Sales attributable to the TDF component of the TDF Quad in the EVG-Quad Territory as determined in accordance with Section 4.2; (ii) 5% of the portion of TAF Quad Net Sales attributable to the TAF component of the TAF Quad in the EVG-Quad Territory as determined in accordance with Section 4.2; and (iii) 5% of the portion of Quad Product Net Sales attributable to the EVG and COBI components of the Quad Product in the EVG-Quad Territory as determined in accordance with Section 4.2.

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

(f) 5% of the portion of EVG Combination Product (which, for clarity excludes any Quad Product) Net Sales attributable to the EVG component of such EVG Combination Product in the EVG-Quad Territory as determined in accordance with Section 4.2. In addition, (i) to the extent any such EVG Combination Product also contains TDF, Licensee will also pay Gilead 3% of the portion of EVG Combination Product (which, for clarity, excludes Quad Product) Net Sales attributable to the TDF component of such EVG Combination Product in the EVG-Quad Territory as determined in accordance with Section 4.2, (ii) 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 Quad Product) Net Sales attributable to the TAF component of such EVG Combination Product in the EVG-Quad Territory as determined in accordance with Section 4.2 and (iii) 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 Quad Product) Net Sales attributable to the COBI component of such EVG Combination Product in the EVG-Quad Territory as determined in accordance with Section 4.2.

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

(h) 5% of the portion of COBI Combination Product (which, for clarity, excludes Quad Product) 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 TDF, Licensee will also pay Gilead 3% of the portion of COBI Combination Product (which, for clarity, excludes Quad Product) Net Sales attributable to the TDF 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 TAF, Licensee will also pay Gilead 5% of the portion of COBI Combination Product (which, for clarity, excludes Quad Product) Net Sales attributable to the TAF component of such COBI Combination Product in the COBI Territory, as determined in accordance with Section 4.2.

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

(j) No royalties will be owed on the emtricitabine component of any Combination Product.

(k) 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.

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

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

Notwithstanding the foregoing, (i) the royalty due on TDF Product Net Sales under Section 4.1(a) and (ii) the royalty due on the portion of Net Sales attributable to the TDF component of a TDF Combination Product, the TDF Quad, an EVG Combination Product or a COBI Combination Product as set forth in Sections 4.1(c), 4.1(d)(i), 4.1(f)(i) and 4.1(h)(i) above, respectively, shall, in all cases, increase from 3% to 5% at such time when a Patent covering the composition of matter of tenofovir disproxil (TD) or of TDF issues in China.

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 ten (10) business days after the end of each calendar quarter, Licensee shall (a) provide each of Gilead and MPP with a detailed report of amounts of API and Product produced, API and Product on stock, total invoiced sales, Net Sales, the deductions used to determine Net Sales, number of units of Product sold, each of which shall be reported on the smallest unit, pack size and value of sales in US dollars on a Product-by-Product, country-by-country, month-by-month and purchaser-by-purchaser basis, 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 Quad Product, total royalties owed for the calendar quarter on a country-by-country basis, the Third Party Resellers, if any, to which Licensee has provided Product and in what quantities, and Net Sales by each Third Party Reseller, and, 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 (the "**Quarterly Report**"); (b) provide each of Gilead and MPP with a written certification of the accuracy of the contents of the Quarterly Report, signed by an appropriate Licensee senior officer; and (c) pay royalties due to Gilead for the calendar quarter on a Product-by-Product and country-by-country basis. Additionally, together with each Quarterly Report, Licensee shall provide Gilead and MPP with a Regulatory Report as set forth in Section 6.3. Licensee shall provide Quarterly Reports and Regulatory Reports to Gilead and MPP at the addresses listed below. Licensee shall pay royalties to Gilead by wire transfer to the bank account indicated by Gilead from time to time. To the extent such Quarterly Reports relate

to EVG, EVG Product, EVG Combination Product, or Quad Product, Gilead will have the right to share such Quarterly Reports with Japan Tobacco. Failure to provide timely reports as required under this Section and under Section 6.3 shall constitute a breach of this Agreement and shall provide MPP with the right to terminate this Agreement pursuant to Section 10.2.

4.4 Payment Terms. Licensee shall make all payments to Gilead in US Dollars. With regard to sales in currencies other than US Dollars, conversion from local currency into US Dollars shall be at the rate of exchange of the local currency to the US Dollar on the day of payment as reported by the Wall Street Journal (internet edition).

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 and MPP have 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 or MPP (as appropriate) 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 Quad Product, 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 on a timely basis, shall bear a pro rata monthly interest rate of one percent (1%).

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 of Licensee and Gilead agrees to assist the other 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 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 such country; or

(b) the date of expiration 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. Neither Gilead nor MPP (or, where applicable, Japan Tobacco) shall be obliged to maintain or enforce the Patents.

5.2 Reporting of Improvements. Licensee shall provide Gilead and MPP 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 and/or MPP, upon request by Gilead and/or MPP and at Gilead's and/or MPP's expense (as appropriate), any know-how owned or controlled by Licensee relating to such Improvements. Any failure to report any such Improvements to Gilead or MPP in accordance with the terms of this Agreement shall constitute a breach of this Agreement and shall provide Gilead and/or MPP 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 Quad Product 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. MPP shall not transfer any Improvements to any third party, provided, however, that should MPP desire to do so, MPP and Licensee will enter into good-faith negotiations regarding the terms of such transfer.

5.3 Trademarks

(a) Any Product offered for sale or sold shall have a different trade dress, including a distinct color, shape and trade name, than the comparable product sold by Gilead and, where applicable, the comparable product sold by Japan Tobacco. For clarity, Licensee's non-performance of the obligations set forth in this Section 5.3(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 to permit Gilead to review and approve the Product and packaging as consistent with the requirements of Section 5.3(a). If Gilead reasonably objects to the trade dress or other aspects of the Product or product packaging based on the requirements of Section 5.3(a), the parties shall discuss in good faith the changes to be made to the Product or packaging to address Gilead's concerns.

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 licensed under this Agreement in the Territory. Except as otherwise provided in this Agreement, 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 Chinese 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. Licensee shall apply for WHO pre-qualification or FDA conditional approval for (1) at least one TDF Product or TDF Combination Product no later than the first anniversary of the Effective Date, (2) at least one COBI Product or COBI Combination Product no later than the second anniversary of the FDA approval date for a COBI Product (if a COBI Product is approved), (3) at least one EVG Product or EVG Combination Product no later than the second anniversary of the FDA approval date for an EVG Product (if an EVG Product is approved), (4) the TDF Quad no later than the second anniversary of the Effective Date or (5) the TAF Quad no later than the second anniversary of the FDA approval date for the TAF Quad (if the TAF Quad is approved). Licensee shall further apply for WHO pre-qualification of TAF API or submit a TAF API Drug Master File (or equivalent) to the FDA no later than the second anniversary of the FDA approval date for a Product incorporating TAF other than TAF Quad (if such Product is approved), and shall apply for

WHO pre-qualification or FDA conditional approval for at least one TAF Product or TAF Combination Product no later than the third anniversary of the FDA approval date for such Product that incorporates TAF other than TAF Quad (if such Product is approved).

(b) Audit Right. Licensee hereby agrees to allow Gilead and MPP reasonable access to Licensee's books and records, facilities and employees solely for the purpose and to the extent required for Gilead and/or MPP to audit Licensee's compliance with the requirements of this Section 6.2. Gilead and MPP agree to provide at least thirty (30) days prior notice of the proposed audit, and agree 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 Quad Product, 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 or has not received either WHO pre-qualification or FDA conditional approval, as applicable, by the first anniversary of Licensee's application for WHO pre-qualification or FDA conditional approval for a 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.

(d) Dose Requirements. All TDF Product and TDF Combination Product manufactured, used or sold by Licensee shall consist of a single dose concentration of 300 milligrams of TDF per dose. All TAF Product, TAF Combination Product, EVG Product, COBI Product, EVG Combination Product, COBI Combination Product, and Quad Product manufactured, used or sold by Licensee shall consist of dose concentrations of TAF, EVG and/or COBI that have been approved by the FDA. Licensee agrees that it shall not manufacture or sell Products (including Combination Products) with any API formulated at a single dose concentration other than a dose concentration approved by the FDA (each an "**Alternate Dosage**"), without prior written consent from Gilead, provided, however, that in the case of TDF, TAF and COBI, Licensee may manufacture or sell TDF Product, TDF Combination Product, TAF Product, TAF Combination Product, COBI Product, or COBI 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. By means of example, dosage concentrations of TDF lower than 300 milligrams in tablet form will be allowed for pediatric administrations only if such lower dosage has been approved by the FDA or the appropriate foreign regulatory authority for such administration.

(e) Pediatric Formulations. Licensee will have the right to develop a TDF Product, TDF Combination Product, TAF Product, TAF Combination Product, EVG Product, EVG Combination Product, COBI Product or COBI Combination Product 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 TDF Product, TDF Combination Product, TAF Product or a TAF Combination Product, throughout the TDF-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-Quad 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 under this Agreement and shall provide Gilead and MPP with a quarterly written report setting forth (a) a list of countries within the Territory for which such regulatory approvals or authorization have been obtained for any Product and (b) 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 within the Territory for any Product (each such report, a "**Regulatory Report**"). Gilead or its Affiliates may, in its discretion, elect to file, or authorize third parties to file, for regulatory or other approval or authorization to make and sell API and Product anywhere in the Territory. Upon Gilead's or Licensee's request, Licensee or Gilead, as applicable, shall provide non-proprietary data that it perceives 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, require Gilead's prior written approval.

6.5 Product Labeling. The labeling of all Products sold or offered for sale under this Agreement shall expressly state that the Product is manufactured under a license from the Medicines Patent Pool and Gilead.

7. Representations, Warranties and Covenants

7.1 Ability to Perform. Each of the parties hereby represents and warrants that:

(a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of their 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, 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) No Diversion. Licensee covenants and agrees that it shall not: (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, or (v) assist or support, directly or indirectly, any third party in the conduct of the activities described in clauses (i) - (v). 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 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.

(b) Damages. In the event (i) any Product is diverted by Licensee, or by a third party with the assistance of Licensee 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) 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) to which such Product was sold or otherwise transferred; and (3) any erosion in Gilead's market share in such country(ies) as a result of such Diversion Event.

7.3 Law Compliance

(a) General. Licensee covenants and agrees that it shall perform all activities under this Agreement in accordance with all applicable laws and regulations, including, without limitation, with respect to 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 the API and/or Product and any other Licensee activities contemplated hereby.

(b) FCPA and UK Bribery Act. Licensee covenants and agrees that it shall provide to Gilead on the 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 United States Foreign Corrupt Practices Act of 1977 and with the UK Bribery Act of 2010.

(c) Conflicts. None of the parties 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.

7.4 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 7.5.

7.5 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 3 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 (or "**FTC**") contained in such Emtricitabine Patents.

In the event Licensee terminates its license with respect to TDF pursuant to Section 10.5 (a "**TDF Termination**"), Gilead covenants and agrees that it shall not, during the term of this Agreement, bring a claim or proceeding of any kind against Licensee in relation to the Emtricitabine Patents with respect to Licensee's manufacture, use or sale of Products that incorporate TDF and FTC as active pharmaceutical ingredients (such Products, "**TDF/FTC Products**") in the TDF Territory. For clarity, upon a TDF Termination, nothing set forth in this Section 7.5 shall be interpreted to prevent Gilead from enforcing any right, title or interest in any of its proprietary rights covering TDF (including the TDF Patents) against Licensee with respect to its activities related to TDF/FTC Products in the TDF-TAF Territory, or from enforcing any right, title or interest in any of its proprietary rights covering FTC (including the Emtricitabine Patents) against Licensee with respect to its activities related to TDF/FTC Products outside the TDF-TAF Territory.

7.6 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER GILEAD NOR MPP MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED TECHNOLOGY, PRODUCTS, OR ANY OTHER MATTER UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT IN THE TERRITORY. Gilead and MPP also do 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

(a) Licensee Indemnity. Licensee shall jointly and severally indemnify, hold harmless and defend Gilead, MPP and Gilead's subsidiaries, Affiliates, licensors, directors, officers, employees and agents (together, the "**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 an 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, their manufacture, use or sale). The indemnification obligations of Licensee stated in this Section 8(a) shall apply only in the event that Gilead or MPP, as applicable, provides Licensee with prompt written notice of such claims, grants Licensee the right to control the defense or negotiation of settlement, 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 or MPP without obtaining Gilead's or MPP's consent.

(b) 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.

(c) Gilead and MPP Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL GILEAD OR MPP 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 and MPP certificates of insurance by insurers acceptable to Gilead and MPP evidencing comprehensive general liability coverage, 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. Licensee shall not cancel any such policy without at least sixty (60) days prior written notice to Gilead and MPP, and agrees that such policy shall be maintained (or have an extended reporting period) of at least two (2) years after the termination of this Agreement.

10. Term and Termination

10.1 Term. This Agreement shall enter into force upon the Effective Date and, unless earlier terminated as provided herein, shall continue until the expiration of the Royalty Term.

10.2 Termination for Breach. Each of Gilead, MPP or Licensee ("non-breaching party") shall have the right to terminate this Agreement in the event that Licensee, MPP or Gilead ("breaching party"), respectively, 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 and/or MPP 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 and/or MPP, control (through ownership or otherwise) of Licensee changes.

(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 reasonably determines 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 or (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);

(ii) Gilead and/or MPP reasonably determine 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 reasonably determines 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.

(c) For clarity, and notwithstanding anything to the contrary in this Agreement, with respect to a particular API or Product, and on an API-by-API and Product-by-Product basis, if all patents and patent applications containing a valid claim covering the manufacture, use, import, offer for sale or sale of an API or a Product have been held invalid or unenforceable beyond the possibility of any further appeal in the country(ies) within the Expanded Manufacturing Territory in which such API or Product (or the API incorporated therein) is manufactured and in a country outside the Territory, it shall not be deemed to be a breach of this Agreement for Licensee to supply such API or Product in such country; provided that Licensee obtained applicable regulatory approval in such country. As used herein, the "**Expanded Manufacturing Territory**" means, individually and collectively, India, China and South Africa.

(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; or (ii) the Government of China has issued a compulsory license allowing for the export of an API or Product from China and into such country, provided that: (Y) there are no patents owned or controlled by Gilead (or its Affiliates) issued in 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 China, and only for the duration that such compulsory license is in effect.

10.4 Licensee Right to Terminate Agreement. Licensee shall have the right to terminate this Agreement in its entirety upon thirty (30) days prior written notice to Gilead and MPP.

10.5 Licensee Right to Terminate License on an API Basis. Licensee shall have the right at its sole discretion, to terminate the licenses granted under Article 2 with respect to any particular API at any time by notifying Gilead and MPP in writing. Any such written notice shall expressly identify the API or APIs for which Licensee desires to terminate its license from Gilead and MPP (each, a "**Terminated API**"). Any such termination shall become effective immediately upon receipt of such written notice by both Gilead and MPP (the "**API Termination Date**"). In the event of any such termination, and with respect to any such Terminated API, and in each case subject to Section 10.8, the following terms shall apply as of the API Termination Date.

(a) All licenses granted by Gilead and MPP under this Agreement with respect to such Terminated API, and any other rights granted by Gilead or MPP with respect to such Terminated API, shall terminate and all Sections of this Agreement shall be interpreted to exclude such Terminated API therefrom (including with respect to rights granted to Gilead pursuant to Sections 5.2 and 6.2(e)(iii)).

(b) All licenses granted by Gilead and MPP under this Agreement with respect to any product containing such Terminated API, and any other rights granted by Gilead or MPP with respect to such product(s), shall terminate and all Sections of this Agreement shall be interpreted to exclude such product(s) therefrom (including with respect to rights granted to Gilead pursuant to Sections 5.2 and 6.2(e)(iii)). For the avoidance of doubt (i) any termination by Licensee of its license to TDF pursuant to this Section 10.5 shall in turn terminate Licensee's rights and licenses under all Patents that claim TDF (alone or in combination with any other compounds) to manufacture, sell, use, export or import any Product that contains TDF; (ii) any termination by Licensee of its license to COBI pursuant to this Section 10.5 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 10.5 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 TAF pursuant to this Section 10.5 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.

(c) For the avoidance of doubt, (i) nothing set forth in this Section 10.5 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.

Termination of any license with respect to any API under this Section 10.5 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 10.5 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.

10.6 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 and exercise its rights under Section 10.2.

10.7 Waiver. The waiver by any 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.

10.8 Survival. 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 (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), 5.3(a), 6.2(e)(iii), 6.3, 7.6, 8, 9, 10.1, 10.8, 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 10.5, 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 10.8(b), (i) Sections 5.2 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. In addition, if the MPP License Agreement is terminated, this Agreement shall survive provided that in such case MPP shall no longer be deemed a party to this Agreement and all references to "MPP" in this Agreement shall be replaced with "Gilead".

11. Confidentiality and Publications

11.1 Confidential Information. All technology and know-how disclosed by one party (the "**Disclosing Party**") to another party (the "**Receiving Party**") hereunder ("**Confidential Information**") shall be used solely and exclusively by Receiving Party in a manner consistent with the licenses granted hereunder and the purposes of this Agreement as stated in the preamble and recitals hereto; maintained in confidence by the Receiving Party; and shall not be disclosed to any non-party or used for any purpose except to exercise its rights and perform its obligations under this Agreement without the prior written consent of the Disclosing Party, except to the extent that the Receiving Party can demonstrate by competent written evidence that such information: (a) is known by the Receiving Party without obligations of confidentiality 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; (b) is in the public domain other than as a result of any breach of this Agreement by the Receiving Party; (c) is subsequently disclosed to the Receiving Party on a non-confidential basis by a third party who may lawfully do so; or (d) is independently discovered or developed by the Receiving Party without the use of Confidential Information provided by the Disclosing Party and, in the case of MPP as the Receiving Party, other than in connection with the MPP License Agreement, as documented by the Receiving Party's business records. Notwithstanding the foregoing, none of the technology and know-how disclosed by Gilead through MPP under this Agreement shall be considered MPP's Confidential Information. Instead, all technology and know-how disclosed by Gilead through MPP hereunder shall be deemed to be Gilead's Confidential Information rather than MPP's Confidential Information. Where any technology and know-how was originally disclosed by Licensee to MPP and, in turn, disclosed by MPP to Gilead, such technology and know-how shall be deemed to be Licensee's Confidential Information. 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 confidentiality 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 Quad Product, 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 Sections 6.5 and 11.2, no party shall use any 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, except as provided for under Section 11.2.

12. Miscellaneous

12.1 Agency. No party is, nor will be deemed to be, an employee, agent or representative of any other party for any purpose. Each party is an independent contractor, not an employee or partner of any other party. No party shall have the authority to speak for, represent or obligate any other party in any way without prior written authority from any other party.

12.2 Entire Understanding. As between MPP and Gilead on the one hand and Licensee on the other hand, this Agreement, and as between Gilead and MPP, this Agreement together with the MPP License 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, among the parties relating to the subject matter hereof.

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 by facsimile (receipt confirmed) or email (receipt confirmed) 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
Attention: General Counsel
Facsimile: (650) 522-5537

In the case of Licensee:

_____

_____

Attention:
Facsimile:

In the case of MPP:

Medicines Patent Pool
Rue de Varembé 7
1202 Geneva
Switzerland
Attention: General Counsel
E-mail: office@medicinespatentpool.org

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

12.5 Language; Governing Law. This Agreement is entered into and will be governed by and construed in accordance with the English language. This Agreement is made in accordance with and shall be governed and construed under the laws of Hong Kong, without regard to its choice of law principles.

12.6 Covenant Concerning Enforcement of this Agreement by MPP. MPP agrees that it shall have no right to bring a cause of action and shall not bring a cause of action relating to activities of Gilead in the performance of this Agreement, except to enforce the indemnification rights expressly granted to MPP in Section 8(a) herein. MPP hereby agrees to waive standing in any dispute between Gilead and Licensee. Additionally, if MPP brings a cause of action against Licensee relating to this Agreement, the parties agree that Gilead will have no obligation to join or otherwise participate in any way in such cause of action.

12.7 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) Subject to the provisions of Section 12.6, each of the parties involved in the dispute 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, any of the parties involved in the dispute shall be free to request the ICC Court to appoint the third arbitrator.

(d) Hong Kong 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) Subject to the provisions of Section 12.6, this arbitration agreement does not preclude a party seeking conservatory or interim measures from any court of competent jurisdiction including, without limitation, the courts having jurisdiction by reason of a party's domicile. Conservatory or interim measures sought by a party in any one or more jurisdictions shall not preclude the Arbitral Tribunal granting conservatory or interim measures. Conservatory or interim measures sought by a 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.

12.8 Assignment. Gilead is entitled to transfer and assign this Agreement and the rights and obligations under this Agreement on prior notice to Licensee. Neither Licensee nor MPP is entitled to transfer or assign this Agreement or the rights and obligations under this Agreement without Gilead's prior written consent, which consent may be withheld at Gilead's sole discretion.

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

[signatures appear on following page]

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

GILEAD:

Gilead Sciences, Inc.

By _____
Name:
Title:

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

Appendix 2

Patents

TDF PATENTS

(221) TITLE: NUCLEOTIDE ANALOGS

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
CN	Granted	97197460.8	07/25/1997	ZL97197460.8	04/30/2008
CN	Granted	200810083233.7	07/25/1997	200810083233.7	12/12/2012
IN	Pending	2076/DEL/1997	07/25/1997		

(230) TITLE: NUCLEOTIDE ANALOG COMPOSITION AND SYNTHESIS METHOD

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
CN	Issued	98807435.4	07/23/1998	ZL98807435.4	04/23/2008
CN	Granted	200410046290X	07/23/1998	200410046290X	04/19/2006
CN	Granted	200510099916.8	07/23/1998	ZL200510099916.8	09/24/2008
CN	Granted	200710196265.3	07/23/1998	ZL200710196265.3	04/25/2012
ID	Granted	W-991548	07/23/1998	0007658	04/11/2002
IN	Granted	2174/DEL/1998	07/24/1998	190780	03/15/2004
IN	Pending	896/DEL/2002	07/24/1998		
IN	Pending	963/DEL/2002	07/24/1998		
IN	Pending	1362/DEL/2004	07/24/1998		

TAF PATENTS

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

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
AP	Granted	2003/002724	07/20/2001	AP 1466	09/22/2005
CN	Granted	01813161.1	07/20/2001	ZL01813161.1	12/27/2006
CN	Granted	200410097845.3	07/20/2001	2004100978453	07/16/2008
EA	Granted	200300188	07/20/2001	004926	10/28/2004
ID	Granted	W00200300261	07/20/2001	IDP0022911	02/20/2009
ID	Granted	W-00200602129	07/20/2001	IDP0022897	02/20/2009
ID	Pending	W-00200804005	07/20/2001		
IN	Granted	9/MUMNP/2003	07/20/2001	208435	07/27/2007
IN	Granted	00529/MUMNP/2006	07/20/2001	241597	07/14/2010
IN	Pending	568/MUMNP/2011	07/20/2001		
OA	Granted	1200300003	07/20/2001	12393	12/29/2003

VN	Granted	1-2002-01193	07/20/2001	8475	05/24/2010
ZA	Granted	2002/10271	07/20/2001	2002/10271	12/31/2003

(872) TITLE: TENOFOVIR ALAFENAMIDE HEMIFUMARATE

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
AP	Pending	AP/P/2014/007437	08/15/2012		
BO	Pending	SP-0277-2012	08/15/2012		
BS	Allowed	2441	08/15/2012		
CN	Published	201280039891.0	08/15/2012		
EA	Published	201490208	08/15/2012		
EC	Pending	SP-14-13206-PCT	08/15/2012		
ID	Pending	P00201400805	08/15/2012		
IN	Pending	1012/DELNP/2014	08/15/2012		
MD	Pending	A20140011	08/15/2012		
OA	Pending	1201400057	08/15/2012		
PK	Pending	539/2012	08/15/2012		
SV	Pending	E-4569/2014	08/15/2012		
TH	Pending	1401000784	08/15/2012		
VN	Pending	1-2014-00440	08/15/2012		
ZA	Pending	2014/00582	08/15/2012		

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

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
BO	Published	SP-0352-2012	10/03/2012		
BS	Pending	2455	10/03/2012		
CN	Published	201280048965.7	10/03/2012		
EA	Published	201490753	10/03/2012		
EC	Pending	IEPI-2014-74	10/03/2012		
IN	Pending	2953/DELNP/2014	10/03/2012		
PK	Pending	671/2012	10/03/2012		
SV	Pending	E-4696/2014	10/03/2012		

EVG PATENTS

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

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
BO	Pending	SP-230265	11/18/2003		
CN	Granted	200380100277.1	11/20/2003	ZL200380100277.1	03/19/2008
IN	Granted	01316/CHENP/2004	11/20/2003	245833	02/03/2011

NG	Granted	424/2003	11/19/2003	RP.15779	10/20/2004
VN	Pending	1-2004-00605	11/20/2003		
ZA	Granted	2004/4537	11/20/2003	2004/4537	08/31/2005

(JF-0179) TITLE: STABLE CRYSTAL OF 4-OXOQUINOLINE COMPOUND

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
BO	Pending	SP-250121	05/19/2005		
CN	Granted	200580016142.6	05/19/2005	ZL200580016142.6	05/26/2010
IN	Pending		05/19/2005		
ZA	Granted	2006/10647	05/19/2005	2006/10647	06/25/2008

(JF-0192) TITLE: METHOD FOR PRODUCING 4-QXOQUINOLINE COMPOUND

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
AP	Granted	AP/P/2008/004621	03/06/2007	0002914	
CN	Granted	200780016172.6	03/06/2007	200780016172	05/29/2013
EA	Granted	200870321	03/06/2007	0017861	03/29/2013
IN	Granted	5341/CHENP/2008	03/06/2007	258747	04/02/2014
OA	Granted	1200800317	03/06/2007	14280	03/31/2009
VN	Pending	1-2008-02431	03/06/2007		
ZA	Granted	2008/07547	03/06/2007	2008/07547	11/25/2009

(JF-0193) TITLE: PROCESS FOR PRODUCTION OF 4-OXOQUINOLINE COMPOUND

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
CN	Granted	200780016151.4	03/06/2007	200780016151	02/06/2013
IN	Granted	5344/CHENP/2008	03/06/2007	258895	02/13/2014

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

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
AP	Granted	AP/P/2008/004522	12/29/2006	AP2702	07/31/2013
CN	Published	201410249622.8	12/29/2006		
EA	Granted	200801619	12/29/2006	0018544	08/30/2013
AM	Granted	200801619	12/29/2006	0018544	08/30/2013
KG	Granted	200801619	12/29/2006	0018544	08/30/2013
MD	Granted	200801619	12/29/2006	0018544	08/30/2013
TJ	Granted	200801619	12/29/2006	0018544	08/30/2013
EA	Published	201201496	12/29/2006		

IN	Pending	5576/DELNP/2008	12/29/2006		
OA	Granted	1200800239	12/29/2006	14320	06/30/2009
VN	Pending	1-2008-01921	12/29/2006		
ZA	Granted	2008/06222	12/29/2006	2008/06222	03/25/2009

(720) TITLE: PROCESS AND INTERMEDIATES FOR PREPARING INTEGRASE INHIBITORS (I)

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
AP	Granted	AP/P/2009/004831	09/11/2007	0003004	
CN	Granted	200780033907.6	09/11/2007	ZL200780033907.6	10/16/2013
CN	Published	201210224990.8	09/11/2007		
EA	Allowed	200900441	09/11/2007		
IN	Pending	1808/DELNP/2009	09/11/2007		
OA	Granted	1200900070	09/11/2007	14458	09/30/2009
VN	Granted	1-2009-00636	09/11/2007	11932	10/22/2013
VN	Pending	1-2012-01354	09/11/2007		
ZA	Granted	2009/01576	09/11/2007	2009/01576	02/24/2010

(746) TITLE: PROCESS AND INTERMEDIATES FOR PREPARING INTEGRASE INHIBITORS (II)

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
AP	Granted	AP/P/2010/005187	09/11/2008	AP 2785	10/31/2013
CN	Granted	200880106554.2	09/11/2008	ZL200880106554.2	07/09/2014
EA	Granted	201070256	09/11/2008	019431	03/31/2014
IN	Pending	1615/DELNP/2010	09/11/2008		
OA	Granted	1201000093	09/11/2008	15058	
VN	Granted	1-2010-00483	09/11/2008	10866	11/20/2012
ZA	Granted	2010/02066	09/11/2008	2010/02066	12/29/2010

COBI PATENTS

(692) TITLE: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
AP	Allowed	AP/P/2008/004720	07/06/2007	0002985	
CN	Granted	200780025607.3	07/06/2007	200780025607	05/29/2013
CN	Published	201310141408.6	07/06/2007		
EA	Granted	200900155	07/06/2007	020489	11/28/2014
AM	Granted	200900155	07/06/2007	020489	11/28/2014
KG	Granted	200900155	07/06/2007	020489	11/28/2014
MD	Granted	200900155	07/06/2007	020489	11/28/2014

TJ	Granted	200900155	07/06/2007	020489	11/28/2014
EA	Published	201270738	07/06/2007		
IN	Pending	10487/DELNP/2008	07/06/2007		
OA	Granted	1200800450	07/06/2007	14409	09/30/2009
VN	Pending	1-2009-00240	07/06/2007		
VN	Pending	1-2012-02702	07/06/2007		
ZA	Pending	2008/10399	07/06/2007		

(719) TITLE: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
AP	Allowed	AP/P/2009/004964	02/22/2008	0002986	
AP	Pending	AP/P/2013/007042	02/22/2008		
CN	Granted	200880013255.4	02/22/2008	ZL200880013255.4	08/28/2013
CN	Published	201310326757.5	02/22/2008		
EA	Granted	200901155	02/22/2008	019893	07/30/2014
IN	Pending	5324/DELNP/2009	02/22/2008		
OA	Pending	1200900273	02/22/2008		
VN	Pending	1-2009-01990	02/22/2008		
VN	Pending	1-2012-02696	02/22/2008		
VN	Pending	1-2012-02697	02/22/2008		
VN	Pending	1-2012-02698	02/22/2008		
VN	Pending	1-2012-02695	02/22/2008		
VN	Pending	1-2012-02701	02/22/2008		
VN	Pending	1-2012-02700	02/22/2008		
VN	Pending	1-2012-02699	02/22/2008		
ZA	Pending	2009/05882	02/22/2008		

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

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
AP	Pending	AP/P/2010/005429	05/01/2009		
CN	Published	200980115840.X	05/01/2009		
CN	Published	201310447258.1	05/01/2009		
EA	Published	201071173	05/01/2009		
IN	Pending	7565/DELNP/2010	05/01/2009		
OA	Granted	1201000364	05/01/2009	15589	09/28/2012
VN	Pending	1-2010-02929	05/01/2009		
ZA	Granted	2010/08007	05/01/2009	2010/08007	10/26/2011

(775) TITLE: METHODS AND INTERMEDIATES FOR PREPARING PHARMACEUTICAL AGENTS

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
AP	Granted	AP/P/2011/005864	04/01/2010	2887	04/30/2014
BO	Published	SP-0082-2010	03/30/2010		
CN	Allowed	201080014307.7	04/01/2010		
CN	Unfiled				
EA	Published	201190179	04/01/2010		
IN	Pending	7323/DELNP/2011	04/01/2010		
OA	Pending	1201100311	04/01/2010		
PK	Pending	262/2010	03/31/2010		
VN	Pending	I-2011-02324	04/01/2010		
ZA	Granted	2011/07430	04/01/2010	2011/07430	12/27/2012

(783) TITLE: TABLETS FOR COMBINATION THERAPY

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
AP	Allowed	AP/P/2011/005857	02/04/2010		
BO	Pending	SP-00292010	02/05/2010		
CN	Granted	201080006646.0	02/04/2010	ZL201080006646.0	09/11/2013
EA	Allowed	201190125	02/04/2010		
EA	Pending	201491658	02/04/2010		
IN	Pending	5823/DELNP/2011	02/04/2010		
OA	Pending	1201100281	02/04/2010		
PK	Pending	94/2010	02/05/2010		
VN	Pending	1-2011-02035	02/04/2010		
ZA	Allowed	2011/06154	02/04/2010		

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

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
CN	Published	201380007712.X	02/01/2013		
IN	Pending	6192/DELNP/2014	02/01/2013		

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

Emtricitabine Patents

(EMU108) TITLE: ANTIVIRA; ACTIVITY AND RESOLUTION OF 2-HYDROXYMETHYL-5-(5-FLUROCYTOSIN-1-YL)-1,3-OXATHIOLANE

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
CN	Granted	200780016151.4	03/06/2007	200780016151	02/06/2013
IN	Pending	5344/CHENP/2008	03/06/2007		

(EMU4000) TITLE: 1,3-OXATHIOLANE NUCLEOSIDE ANALOGUES

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
NI	Granted	97.0096	12/05/1997	1134RPI	05/17/1999
HN	Granted	PICA97118	08/18/1997	3775	04/25/2000
KG	Granted	940226.1	11/10/1994	310	09/29/2000
JM	Granted	697267	07/08/1997	3615	05/25/2005
AZ	Granted	96/000763	07/24/1992	I20000023	01/27/2000
DO	Granted	1793970004607	07/10/1997	370	07/23/2001
UY	Published	25.182	09/15/1998		
BW	Granted	BW/A/1998/00163	04/27/1998	BW/P/2002/00042	05/22/2003

(TRI1010) TITLE: NON-HOMOGENEOUS SYSTEMS FOR THE RESOLUTION OF ENANTIOMETRIC MIXTURES

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
CN	Granted	99811893.1	10/08/1999	ZL99811893.1	11/28/2007
IN	Granted	3639/DELNP/2004	11/18/2004	247136	03/29/2011
IN	Granted	IN/PCT/2001/00368/DE	10/08/1999	197625	03/02/2007

(TRI1020) TITLE: COMPOSITIONS AND METHODS FOR COMBINATION ANTIVIRAL THERAPY

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
CN	Granted	99809992.9	08/12/1999	ZL99809992.9	03/10/2004
IN	Granted	IN/PCT/2001/00191/DE	08/12/1999	220526	05/29/2008
IN	Granted	IN/PCT/04834/DELNP/2	10/21/2005	243267	09/30/2010
IN	Granted	IN/PCT/04835/DELNP/2	10/21/2005	239028	03/03/2010
IN	Granted	IN/PCT/04840/DELNP/2	10/21/2005	245477	01/20/2011

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

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
CN	Granted	200480002190.5	01/13/2004	200480002190.5	06/06/2012
CN	Published	201210094391.9	01/13/2004		
EA	Granted	200501134	01/13/2004	015145	06/13/2011
AM	Granted	200501134	01/13/2004	015145	06/13/2011
KG	Granted	200501134	01/13/2004	015145	06/13/2011
KZ	Granted	200501134	01/13/2004	015145	06/13/2011
MD	Granted	200501134	01/13/2004	015145	06/13/2011
TJ	Granted	200501134	01/13/2004	015145	06/13/2011
TM	Granted	200501134	01/13/2004	015145	06/13/2011
KG	Granted	200501134		015145	05/31/2012
KZ	Pending	200501134			
TM	Pending	200501134			

(677) TITLE: UNITARY PHARMACEUTICAL DOSAGE FORM

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
CN	Granted	200680026866.3	06/13/2006	200680026866.3	03/27/2013
EA	Granted	200800033	06/13/2006	017764	03/29/2013
AM	Granted	200800033	06/13/2006	017764	03/29/2013
KG	Granted	200800033	06/13/2006	017764	03/29/2013
KZ	Granted	200800033	06/13/2006	017764	03/29/2013
MD	Granted	200800033	06/13/2006	017764	03/29/2013
TJ	Granted	200800033	06/13/2006	017764	03/29/2013
TM	Granted	200800033	06/13/2006	017764	03/29/2013
EA	Published	201201265	06/13/2006		
IN	Pending	9661/DELNP/2007	06/13/2006		
ZA	Granted	2008/00297	06/13/2006	2008/00297	04/28/2010

(899) TITLE: THERAPEUTIC COMPOUNDS

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
CN	Published	201380007670.X	02/01/2013		
EA	Pending	201491287	02/01/2013		
IN	Pending	7100/DELNP/2014	02/01/2013		
MD	Pending	a20140091	02/01/2013		

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