

10 March 2023

Mr. Santhanam Subramanian  
Chief Financial Officer  
Aurobindo Pharma Limited  
Plot No. 2, Maitri Vihar,  
Ameerpet, Hyderabad 500038, India

Dear Mr. Subramanian

**RE: Side Letter re obligations of Aurobindo Pharma Limited**

We refer to the Licence Agreement between ViiV Healthcare Company ("**ViiV**") and The Medicines Patent Pool Foundation ("**MPPF**") executed on 23 July 2022 ("**the Head Licence**") and the Sub-Licence Agreement between MPPF and Aurobindo Pharma Limited ("**Aurobindo**") in the form set out in Schedule 2 of the Head Licence that is to be executed ("**the Sub-Licence**"), subject to Aurobindo agreeing to the terms contained in this Side Letter, to enable broad access in resource-limited countries to the Licensed Product (as defined in the Sub-Licence) to reduce the risk of HIV-1 infection in persons (weighing at least 35kg) at risk of acquiring HIV-1.

**Background**

Eugia Pharma Specialities Limited ("**Eugia**") is a wholly-owned subsidiary of Aurobindo. Aurobindo intends for the Licensed Product to be manufactured at a new Eugia manufacturing site in Vishakhapatnam, India.

Accordingly, Aurobindo requests that Eugia be approved as an 'Approved Affiliate' pursuant to Clause 3.2 of the Sub-Licence, and confirms that it will ensure that Eugia will comply with the terms of the Sub-Licence as set out in Clause 3.4 of the Sub-Licence. MPPF hereby approves Eugia as an Approved Affiliate.

Separately, in January 2022, Aurobindo received an overall ECOVADIS score below the expected minimum of 45 in relation to its environmental, labour and human rights, ethics and sustainable procurement policies and practices ("**ECOVADIS Score**").

In light of the above, MPPF and ViiV agree that the granting of the Sub-Licence is conditional on Aurobindo agreeing to the terms set out in this Side Letter.

**Terms**

Under this Side Letter, MPPF, ViiV and Aurobindo agree to the terms below. Hereafter, all capitalised terms below shall have the same meaning as in the Sub-Licence unless otherwise defined.

**1. Eugia divestment**

1.1. In the event that Eugia is divested to a third party:

- (a) Aurobindo acknowledges and accepts that the divestment of Eugia to that third party is a change in control of Eugia pursuant to Clause 21.4.4 of the Sub-Licence and gives MPPF the right to terminate the Sub-Licence;
- (b) MPPF shall withdraw its approval of Eugia as an Approved Affiliate with immediate effect by providing written notice to Aurobindo upon which Eugia will cease to be an Approved Affiliate and will cease to have rights pursuant to the Sub-Licence;

- (c) Aurobindo undertakes to enter into a separate agreement with MPPF that contains the same or substantially similar terms as those set out in Appendix A of this Side Letter ("**Aurobindo Agreement**"); and
- (d) Notwithstanding (b) above, from the time of the notice to Aurobindo under (b) above until the execution of the Aurobindo Agreement, MPPF approves, and Aurobindo will procure, Eugia to continue to manufacture and supply the Licensed Product in compliance with the terms of the Sub-Licence as set out in Clause 3.4 of the Sub-Licence.

## 2. ECOVADIS conditions

### 2.1. Aurobindo undertakes to:

- (a) use its best efforts to engage in any reasonable activities to improve its overall ECOVADIS Score, specifically covering the facilities involved in the manufacture of the Licensed Product (which includes API, as well as OSD and LAI forms), to an ECOVADIS Score of a minimum of 45 or above ("**ECOVADIS Activities**");
- (b) without limitation to (a) above, no later than three months from the Effective Date, share with MPPF a detailed action plan setting out the ECOVADIS Activities that it will perform, including the timeline for the completion of such activities ("**ECOVADIS Action Plan**");
- (c) with respect to the ECOVADIS Action Plan:
  - (i) at each Quarterly Meeting, review and discuss with MPPF progress on the ECOVADIS Action Plan and agree with MPPF to any necessary amendments to the ECOVADIS Action Plan; and
  - (ii) upon the request of the MPPF, permit and allow MPPF's representatives to visit and inspect Aurobindo's facilities involved in the manufacture of the Licensed Product (which includes API, as well as OSD and LAI forms) for the purpose of evaluating Aurobindo's performance of the ECOVADIS Action Plan. Aurobindo will assist MPPF in scheduling such visits, and MPPF shall comply with all local rules and policies during each visit.

### 2.2. Within three years from the Effective Date:

- (a) to the extent Aurobindo has not achieved an ECOVADIS Score of a minimum of 45 or above, Aurobindo acknowledges that MPPF has the right to audit Aurobindo for compliance with the Sub-Licence pursuant to Clause 19.2 of the Sub-Licence, including but not limited to compliance with Clause 20 of the Sub-Licence; and
- (b) without limiting MPPF's rights under the Sub-Licence, if the audit reveals a breach of Clause 20 of the Sub-Licence, Aurobindo shall promptly take corrective actions in relation to the identified non-compliance and agree with MPPF to any necessary amendments to the ECOVADIS Action Plan, failing which MPPF would reserve all its rights under the Sub-Licence.

This Side Letter will be governed by the terms of Clause 34 (Governing Law and Dispute Resolution) of the Sub-Licence, and ViiV shall have such Third Party Rights under this Side Letter as agreed pursuant to Clause 24 (Third Party Rights) of the Sub-Licence. The parties intend this Side Letter to be legally binding.

Please acknowledge receipt and acceptance of this Side Letter by signing and returning a copy of this Side Letter.

Yours sincerely

### Medicines Patent Pool

DocuSigned by:



Name: Charles Gore

Position: Executive Director

**ViiV Healthcare Company**


*Lynn Baxter*

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Name: Lynn Margaret Baxter  
Position: President

We hereby acknowledge receipt and accept the contents of this Side Letter

**Aurobindo Pharma Limited**



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Name: *S. Subramanian*  
Position: *Chief Financial Officer*  
Date: *24/3/2023*

## Appendix A

Terms for the Aurobindo Agreement in the event of divestment of Eugia to a third party.

1. Notwithstanding the licence granted under Clause 3 of the Sub-Licence being non-sublicensable other than to an Approved Affiliate with respect to the manufacturing of the Licensed Product, MPPF approves for Aurobindo to have the right to grant a sublicense of the Patent Rights to Eugia, to the extent necessary, for Eugia to manufacture the Licensed Product solely for supply to Aurobindo.
2. Aurobindo shall:
  - (i) ensure that Eugia complies with all the terms of the Sub-Licence as if it was Aurobindo under that Sub-Licence; and
  - (ii) be liable for the acts and omissions of Eugia as if such acts and/or omissions were the acts and/or omissions of Aurobindo.
3. In the event Eugia fails to comply with any terms of the Sub-Licence, MPPF shall have the right to withdraw its approval under Clause 1 above with immediate effect by providing written notice to Aurobindo.
4. In the event that Eugia is acquired by a third party, Aurobindo acknowledges and accepts that the acquisition of Eugia by a third party would be considered a change in control pursuant to Clause 21.4.4 of the Sub Licence and gives MPPF the right to terminate the Sub-Licence.