AMENDED AND RESTATED LICENSE AGREEMENT

This AMENDED AND RESTATED LICENSE AGREEMENT (the "**Agreement**") is made as of _____ (the "**Amended and Restated Effective Date**") by and between **Gilead Sciences, Inc.** a Delaware corporation having its principal place of business at 333 Lakeside Drive, Foster City, California 94404, USA ("**Gilead**"), and _____, a company registered under the laws of India, and having a registered office at _____, India ("**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, to accomplish this goal, Gilead and Licensee entered into that certain License Agreement, effective [effective date], as amended (the "**Original License Agreement**"), under which certain non-exclusive rights were granted to Licensee with respect to the manufacture and sale of Gilead's proprietary antiviral agents (TAF, COBI and EVG); and

WHEREAS, Gilead and Licensee now wish to amend and restate the terms of the Original License Agreement.

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**"), elvitegravir ("**EVG**"), cobicistat ("**COBI**"), and bictegravir ("**BIC**").

"**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).

"**BIC Combination Product**" shall mean a pharmaceutical product containing BIC in combination with any other active pharmaceutical ingredient other than TAF, EVG, or COBI (in each case subject to the restrictions set forth in Section 2.5(c)(iv)), including any co formulation, co-packaged product, bundled product, or other type of combination product.

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

"**BIC Territory**" shall mean those countries listed on Appendix 1.

"**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 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, the TAF Quad is not 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 1.

"**Combination Products**" shall mean BIC Combination Products, COBI Combination Products, EVG Combination Products, TAF Combination Products, and the TAF Quad.

"**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 7.6.

"**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 the TAF Quad. For clarity, the TDF Quad is an EVG Combination Product.

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

"**EVG-TAF 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 Indemnitee**" shall have the meaning set forth in Section 8.1.

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

"**Gilead Supplier**" shall mean such 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 set forth 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 a sublicense from 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 License 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 Know-How**" shall mean (a) the know-how actually transferred to Licensee pursuant to the terms of Section 5.5 (either prior to or following the Amended and Restated Effective Date) and (b) any other improvements or modifications to such

transferred know-how (x) that are (i) specific to API and (ii) developed and controlled by Gilead during the term of this Agreement, and (y) specifically excluding any such improvements and modifications, methods and other know-how claimed in any patent or patent application.

"**Licensed Product Supplier**" shall mean (a) an entity located in India (other than Licensee) 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 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 and the Licensed Know-How.

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

"**MPP**" shall mean the public health organization referred to as the Medicines Patent Pool.

"**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/Indian excise tax, 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 in the Territory and owned or controlled by Gilead and its Affiliates during the term of this Agreement, including to the extent falling within clause (b) of this definition (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 BIC Product, COBI Product, EVG Product, TAF Product, BIC Combination Product, COBI Combination Product, EVG Combination Product, TAF Combination Product, and the TAF Quad.

"**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.

"**TAF Quad**" or "**the TAF Quad**" shall mean the finished pharmaceutical product containing TAF (at the dose concentration approved by the FDA or applicable regulatory authority), emtricitabine (200 mg), 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.

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

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

"**Territory**" shall mean the TAF Territory, the COBI Territory, the EVG-TAF Quad Territory, and the BIC 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, Gilead hereby grants to Licensee a royalty-free, non-exclusive, non-sublicensable (other than a sublicensee to an Affiliate in accordance with Section 2.3 below), non-transferable license under the Licensed Technology to (i) make API in India 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 for use solely for purposes set forth in the Licensed Product Suppliers' direct or indirect license from Gilead as set forth in the definition of Licensed Product Suppliers; (iii) import Licensed API into India for purposes of exercising the license set forth in Section 2.2; or (iv) use Licensed API for Licensee's own internal use in the applicable Territory.

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, EVG, COBI, and BIC.

2.2 Product License. Subject to the terms and conditions of this Agreement, Gilead hereby grants to Licensee a royalty-bearing, non-exclusive, non-sublicensable (other than a sublicensee to an Affiliate in accordance with Section 2.3 below), non-transferable license under the Licensed Technology solely to make Product in India, and use, sell, have sold, offer for sale, export from India and import (i) TAF Product and TAF Combination Products in the Field in the TAF Territory, (ii) COBI Product and COBI Combination Products in the Field in the COBI Territory, (iii) EVG Product, EVG Combination Products and TAF Quad in the Field in the EVG-TAF Quad Territory, and (iv) BIC Product and BIC Combination Products in the Field in the BIC Territory; provided that in each case such Products shall be made only from Licensed API.

For clarity, (I) 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, EVG, COBI, and BIC, and (II) 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, EVG, COBI, and BIC.

2.3 Affiliates. Licensee may grant sublicenses under the licenses granted in Sections 2.1 and 2.2 to its Affiliates located in India upon prior written notice to Gilead. Upon Gilead's request, Licensee shall provide Gilead with the written copies of the applicable sublicense agreement with such Affiliate(s). Further upon Gilead's request, Licensee shall name Gilead as a third party beneficiary in any such sublicense agreement, in which case Licensee shall consent and hereby does consent to Gilead's enforcement of such sublicense agreement to the extent relating to the obligations that Licensee is required hereunder to impose on its Affiliates. 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. Licensee hereby grants to Gilead 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 5.3. As between Gilead 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 Licensed Product Suppliers in India, China and South Africa that have been approved by Gilead in accordance with Section 2.5(e).

(b) Product Sales. Licensee agrees that it will not sell, offer for sale, or assist third parties in selling Product *except for* the sale and offer for sale of (A) TAF Product and TAF Combination Product for use in the Field and in the countries of the TAF Territory, (B) COBI Product and COBI Combination Product for use in the Field and in the countries of the COBI Territory, (C) EVG Product, EVG Combination Product and TAF Quad for use in the Field and in the countries of the EVG-TAF Quad Territory, and (D) BIC Product and BIC Combination Products for use in the Field and in the countries of the BIC 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 BIC to humans, or sell a Product containing BIC until Gilead has obtained marketing approval for a Product containing BIC from the FDA.

(c) Limitations on Product Combinations.

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

(iv) Licensee will be allowed to manufacture and sell BIC in combination with other active pharmaceutical ingredients, including without limitation a Terminated API, in the BIC 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 BIC Territory, and (B) such manufacture and sale is in accordance with the licenses granted herein.

(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 and TAF Combination Product to Gilead Distributors to sell in the TAF Territory, and may not sell or offer for sale TAF Product or TAF Combination Product outside the TAF Territory, and may not import TAF Product or TAF Combination Product into any country outside the TAF Territory, (B) Licensee may only sell and offer for sale COBI Product and COBI Combination Product to Gilead Distributors to sell in the COBI Territory, and may not sell or offer for sale COBI Product or COBI Combination Product outside the COBI Territory, and may not import COBI Product or COBI Combination Product into any country outside the COBI Territory, (C) Licensee may only sell and offer for sale EVG Product, EVG Combination Product and TAF Quad to Gilead Distributors to sell in the EVG-TAF Quad Territory, and may not sell or offer for sale EVG Product, EVG Combination Product or TAF Quad outside the EVG-TAF Quad Territory, and may not import EVG Product, EVG Combination Product or TAF Quad into any country outside the EVG-TAF Quad Territory, (D) Licensee may only sell and offer for sale BIC Product and BIC Combination Product to Gilead Distributors to sell in the BIC Territory, and may not sell or offer for sale BIC Product or BIC Combination Product outside the BIC Territory, and may not import BIC Product or BIC Combination Product into any country outside the BIC Territory, and (E) 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 country(ies) 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 TAF, emtricitabine (FTC) and efavirenz in a particular country in the TAF Territory, unless Gilead has granted such distributor the right to sell a branded product containing TAF, FTC and efavirenz in such country in the TAF Territory, or (Y) a Product containing 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 with the information described in Section 4.3 (and also to provide Japan Tobacco with such information to the extent it relates to EVG, EVG Product, EVG Combination Product, or TAF Quad). 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 TAF Quad.

(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 with respect to API or Product, 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. Upon Gilead's request, Licensee shall provide Gilead with written copies of all agreements executed between Licensee and Third Party Resellers relating to API or Product. Further upon Gilead's request, Licensee shall name Gilead as a third party beneficiary in any such agreements, in which case Licensee shall consent and hereby does consent to Gilead's enforcement of such agreements to the extent relating to the obligations that Licensee is required hereunder to impose upon Third Party Resellers. Licensee shall be allowed to redact confidential financial terms from such agreements prior to sharing them with Gilead. 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 TAF Quad, 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 Gilead believes in good faith that such Third Party Reseller has engaged 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 retains all rights in API and Products except as otherwise provided in this Agreement, and that Gilead 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 and TAF Quad 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 either 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 party. 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 TAF Quad 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, Gilead does not grant any license under any of its 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 or use 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. Licensee shall be allowed to redact confidential financial terms from such agreements prior to sharing them with Gilead. 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 and upon notice from Gilead to such effect, Licensee shall immediately terminate such agreement.

3.2 Gilead Assistance with Gilead Suppliers. Upon Gilead's receipt from Licensee of a written notice describing its intention to obtain Licensed API from a Gilead Supplier as described in Section 3.1, Gilead shall use commercially reasonable efforts to assist Licensee in procuring supply of such API from such Gilead Supplier. Gilead shall not be obligated to assist Licensee in procuring any supply of 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 agreement between Licensee and its Gilead Suppliers if the supply of API from such Gilead Supplier to Licensee adversely affects Gilead's supply requirements 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 on terms that are 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) 5% of TAF Product Net Sales in the TAF Territory.

(b) 5% of the portion of TAF Combination Product Net Sales attributable to the TAF component of such TAF Combination Product in the TAF Territory, as determined in accordance with Section 4.2. In addition, to the extent any such TAF Combination Product also contains BIC, Licensee will pay Gilead 5% of the portion of TAF Combination Product Net Sales attributable to the BIC component of such TAF Combination Product in the TAF Territory, as determined in accordance with Section 4.2.

(c) (i) 5% of the portion of TAF Quad Net Sales attributable to the TAF component of the TAF Quad in the EVG-TAF Quad Territory as determined in accordance with Section 4.2, and (ii) 5% of the portion of TAF Quad Net Sales attributable to the EVG and COBI components of the TAF Quad in the EVG-TAF Quad Territory as determined in accordance with Section 4.2.

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

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

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

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

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

(h) 5% of BIC Product Net Sales in the BIC Territory.

(i) 5% of the portion of BIC Combination Product Net Sales attributable to the BIC component of such BIC Combination Product in the BIC Territory, as determined in accordance with Section 4.2.

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

(k) No royalties will be owed on the tenofovir disoproxil fumarate or emtricitabine components of any Combination Product.

(l) 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.

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

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

(o) On a Product by Product and country by country basis, if there is no Product Patent (as defined below) owned or controlled by Gilead (or its Affiliates) in India

or the country in which such Product is sold, and if there is no reasonable possibility of obtaining such a Product Patent within a reasonable period of time (for example, through pending patent applications, the filing of patent applications, or by legal action (including appeals)) in India or the country in which such Product is sold, then Gilead agrees to negotiate in good faith a reduction on the royalty due with respect to such Product under this Agreement on a country by country basis. As used in this Agreement, "**Product Patent**" shall mean any patent or patent application claiming any Product or any API contained in such Product, including any patent or patent application claiming the composition of matter for such Product or API, or their formulation, or any patent or patent application claiming the method of use or method of manufacture with respect to such Product or such API.

(p) If any country within the Territory issues a valid, bona fide compulsory license pursuant to (1) the requirements promulgated under the Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPs) or (2) valid laws within such country ("**Compulsory License**") for any Product, then for the duration of such Compulsory License the royalty payable by Licensee on Net Sales for such Product in such country shall be reduced to the royalty rate paid to Gilead by such country for such Product under such Compulsory License.

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 sixty (60) days after the end of each calendar quarter, Licensee shall provide Gilead with a detailed report (the "**Quarterly Report**") that

includes at least the information set forth in this Section 4.3. If any Quarterly Reports relate to EVG, EVG Product, EVG Combination Product or TAF Quad, Gilead will have the right to share such Quarterly Reports with Japan Tobacco.

(a) Product and API Information. In each Quarterly Report, Licensee agrees to set forth in reasonable detail: (i) amounts of API and Product manufactured by Licensee, (ii) API and Product in Licensee's stock, (iii) the Third Party Resellers, if any, to which Licensee has provided Product and in what quantities (on a Third Party Reseller by Third Party Reseller basis), (iv) 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 and (v) the volume of API or Product that Licensee intends to manufacture over the course of the following 12-month period, on a month by month basis.

(b) Payment Information. In each Quarterly Report, Licensee shall include the following information: (i) total invoiced sales of Product, Net Sales, the deductions used to determine Net Sales, number of units of Product sold, each of which shall be reported on a Product-by-Product and country-by-country basis, (ii) 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 the TAF Quad, (iii) total royalties owed for the calendar quarter, the countries to which the Product has been sent and in what quantities, and (iv) Net Sales by each Third-Party Reseller, if any.

(c) Regulatory Information. In each Quarterly Report, Licensee shall provide Gilead with the following information: (i) a list of countries within the Territory for which such regulatory approvals or authorization have been obtained for Product and (ii) 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 for the Territory for any Product.

(d) Certifications; Payments. Together with each Quarterly Report, Licensee shall (i) provide Gilead with a written certification of the accuracy of the contents of the Quarterly Report, signed by an appropriate Licensee senior officer and (ii) pay royalties due to Gilead for the calendar quarter covered by such Quarterly Report. Licensee shall provide Quarterly Reports to Gilead at the address set forth in Section 12.4 below. Licensee shall pay royalties to Gilead by wire transfer to the bank account indicated by Gilead.

(e) Quarterly Reports. In each Quarterly Report, Licensee shall provide Gilead with the following information: (i) any Drug Controller General of India export permits obtained by the Licensee for Product, including the quantity of Product exported, the final destination of the Product and the recipient of the Product; and (ii) any Central Drugs Standard Control Organization (CDSCO) No Objection Certificates (NOC) obtained by third parties for Product for which Licensee provided assistance, including the quantity of Product exported, the final destination of the Product and the recipient of the Product.

4.4 Payment Terms; Conversion. Licensee shall make all payments to Gilead in US Dollars within sixty (60) days following the end of each calendar quarter. With regard to sales in currencies other than US Dollars, conversion from local currency into US Dollars shall be in accordance with Licensee's normal and customary procedures, as reported in its audited financial statements.

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 has 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 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 TAF Quad, 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 when due in accordance this Section 4, shall bear a pro rata monthly interest rate of one percent (1%) subject to any necessary approvals that may be required.

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 party agrees to assist the other party 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 or abandonment of the last-to-expire Patent containing a valid claim covering the manufacture, use, import, offer for sale or sale of API or Product in such country; and (b) the date of expiration or abandonment 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. Gilead (or, where applicable, Japan Tobacco) shall not be obligated to maintain or enforce the Patents.

5.2 Cooperation. If either party becomes aware of a suspected infringement of any Patent or the occurrence of any prohibited activity described in 7.2(a)(i)-(ix), such party will notify the other party promptly, and following such notification, the parties will confer. Gilead (except in the case of Patents relating to EVG, EVG Product, EVG Combination Product or TAF Quad that are subject to the Japan Tobacco Agreement and controlled by Japan Tobacco) will have the right, but not the obligation, to bring an infringement or other action at its own expense, in its own name, and entirely under its own direction and control. Licensee will reasonably assist Gilead (or, where applicable, Japan Tobacco) in such actions or proceedings if so requested, and will lend its name to such actions or proceedings if required by law in order for Gilead (or Japan Tobacco) to bring such an action.

5.3 Reporting of Improvements. Licensee shall provide Gilead 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, upon request by Gilead and at Gilead's expense, any know-how owned or controlled by Licensee relating to such Improvements. Any failure to report any such Improvements to Gilead in accordance with the terms of this Agreement shall constitute a breach of this Agreement and shall provide Gilead 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 TAF Quad 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. For clarity, Improvements (including EVG Improvements) relating to Pediatric Formulations will remain subject to Section 6.2(e).

5.4 Trademarks

(a) Any Product offered for sale or sold under this Agreement shall have a trade dress, including a distinct color, shape and trade name different from and not likely to be confused with, any product sold by or on behalf of Gilead and, where applicable, the comparable product sold by Japan Tobacco. Licensee's non-performance of

the obligations set forth in this Section 5.4(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. Gilead shall have the right to review and approve the trademark and trade dress for such Product and its packaging to determine if such Product or its packaging is likely to be confused with Gilead's trade dress and trademarks, consistent with the requirements set forth in Section 5.4(a). If Gilead reasonably objects to the trade dress or other aspects of the Product or product packaging based on the requirements set forth in Section 5.4(a), the parties shall discuss in good faith Gilead's concerns and Licensee agrees to make such modifications to the Product or packaging as are necessary to address Gilead's concerns.

5.5 Technology Transfer. Licensee acknowledges that as of the Amended and Restated Effective Date Gilead has made the one-time technology transfers available to Licensee, whether directly or through MPP, of know-how owned or controlled by Gilead relating to the manufacture of TAF, EVG, COBI, TAF Product, EVG Product, COBI Product, and TAF Quad, in each case as described in Appendix 3 hereto. Additionally, during the term of this Agreement, within ninety (90) days following Gilead's receipt of marketing approval from the FDA for a Product containing BIC, Gilead will make a one-time technology transfer available to Licensee of know-how owned or controlled by Gilead relating to the manufacture of BIC and such Product to the extent and in the manner specified in Appendix 3 hereto.

With respect to each of the foregoing technology transfers, Licensee shall notify Gilead of its desire to receive such technology transfer within the time period therefor, and following receipt of such notice Gilead will promptly make the applicable technology transfer. If Licensee does not notify Gilead of its desire to receive a particular technology transfer within the time period therefor, then Gilead will be under no obligation to make such technology transfer. Gilead shall have no further obligation to transfer any other know-how under this Agreement.

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 within the Territory. Except as otherwise provided in this Agreement (including Section 5.4 above), 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 Indian 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. In addition, Licensee and its permitted Affiliate sublicensees shall meet the Minimum Quality Standards with respect to a particular Product prior to Licensee's and its permitted Affiliate sublicensees' sale of such Product to any country within the Territory.

(b) Audit Right. Licensee hereby agrees to allow Gilead reasonable access to Licensee's books and records, facilities and employees solely for the purpose and to the extent required for Gilead to audit Licensee's compliance with the requirements of this Section 6.2 and solely with respect to the API and Products licensed hereunder. Gilead agrees that it shall limit its access to Licensee's employees to the extent required to conduct the audit and that such employees shall not be required to disclose to Gilead information that is subject to obligations of confidentiality with third parties unless such third parties have provided consent for such disclosure. Gilead agrees to provide at least thirty (30) days prior notice of the proposed audit, and agrees 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 TAF Quad, 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 with respect to the manufacture of API or Product, Gilead may elect, in its sole discretion and notwithstanding Section 10.2 or 10.3 hereof, to suspend the effectiveness of the licenses granted hereunder until such time Gilead has determined that Licensee has corrected any such failure to Gilead's reasonable satisfaction. During any such suspension, Gilead 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 TAF Product, TAF Combination Product, EVG Product, COBI Product, EVG Combination Product, COBI Combination Product, BIC Product, BIC Combination Product, and TAF Quad manufactured, used or sold by Licensee shall consist of single dose concentrations of TAF, EVG, COBI, and/or BIC, that are the same as the dose concentration for such agent that has been approved by the FDA. Licensee agrees that it shall not manufacture or sell Products (including Combination Products) formulated at a single dose concentration other than those dose concentrations

approved by the FDA for such agents (each an "**Alternate Dosage**"), without prior written consent from Gilead, provided, however, that in the case of TAF, COBI, and BIC, Licensee may manufacture or sell TAF Product, TAF Combination Product, COBI Product, COBI Combination Product, BIC Product, or BIC 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.

(e) Pediatric Formulations. Licensee agrees to use reasonable efforts to develop a TAF Product, TAF Combination Product, EVG Product, EVG Combination Product, COBI Product, COBI Combination Product, BIC Product, or BIC Product Combination, 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 TAF Product or TAF Combination Product, throughout the 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-TAF Quad Territory, or (D) if such Pediatric Formulation is a BIC Product or BIC Combination Product, throughout the BIC 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 in the Territory as set forth in this Agreement. Gilead may, in its discretion, elect to file for regulatory or other approval or authorization to make and sell API and Product anywhere in the Territory. Upon either party's request, the other party shall provide non-proprietary data that the other party believes 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, shall require Gilead's prior written approval.

6.5 Product Labeling. Licensee shall expressly state on the labeling of all Products sold or offered for sale under this Agreement that the Product "is manufactured under a license from Gilead Sciences. Inc."

6.6 Safety Reporting.

(a) Licensee is responsible for all single and periodic reporting to all applicable regulatory authorities for the Products manufactured by or on behalf of Licensee under the Agreement.

(b) Licensee is responsible for all pharmacovigilance activities with respect to such Products, including but not limited to all associated signal detection, risk management and product labelling requirements.

(c) In the event Licensee receives an individual case safety report associated with any Gilead proprietary product, Licensee agrees to forward such reports to Gilead at E-Mail: SafetyFC@gilead.com Fax: +1-650-522-5477.

(d) Licensee will forward details of any confirmed safety signals or emerging safety issues relating to Products manufactured by or on behalf of Licensee under this Agreement and any supporting documentation to the risk management contact at Gilead: Neda.Shokrai@gilead.com.

7. Representations, Warranties and Covenants

7.1 Ability to Perform. Gilead and Licensee each represent and warrant that

(a) they are duly organized, validly existing and in good standing under the laws of the jurisdiction of their incorporation and have 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) Licensee covenants and agrees that Licensee and its Affiliates shall not, and shall require its Distributors and Third Party Resellers not to: (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 TAF Product or TAF Combination Product, outside the TAF Territory, (iii) divert or allow the diversion of COBI Product or COBI Combination Product outside the COBI Territory, (v) divert or allow the diversion of EVG Product, EVG Combination Product or TAF Quad outside the EVG-TAF Quad Territory, (vi) divert or allow the diversion of BIC Product or BIC Combination Product, outside the BIC Territory, (vii) divert or allow the diversion of Licensed Technology to any third party, except as expressly permitted under this Agreement, (viii) take any action that Gilead determines in good faith to be in furtherance of the activities described in clauses (i) – (vii), or (ix) assist or support, directly or indirectly, any third party in the conduct of the activities described in clauses (i) - (viii). 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, or for Licensee or its Affiliate to provide developmental quantities of API or Product in support of such marketing approval applications or a third party's application for marketing approval, in each case, 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 right beyond the licenses granted in Section 2 of this Agreement or otherwise providing any authorization by Gilead to do so, and does not constitute a waiver of any rights of Gilead under law that it may have to contest the filing or granting of such marketing approval applications.

(b) Damages. In the event (i) any Product is diverted (x) by Licensee or its Affiliate sublicensees, or (y) by another party with the assistance of the Licensee or its Affiliate sublicensees, in each case 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) outside the Territory 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) outside the Territory into which such Product was sold or otherwise transferred; and (3) any erosion in Gilead's market share in such country(ies) outside the Territory as a result of such Diversion Event.

7.3 Access Promotion. Licensee covenants and agrees that it shall not engage in activities that are contrary to the goal of promoting patient access to Product to satisfy unmet medical needs within the Territory.

7.4 Compliance

(a) General. Licensee covenants and agrees that it shall perform all activities under this Agreement in accordance with all applicable laws, rules, and regulations, including, without limitation, with respect to privacy, data protection, recalls, safety and reporting requirements and shall obtain, have and maintain all necessary regulatory approvals (including in India), 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 under this Agreement.

(b) FCPA and UK Bribery Act. Licensee covenants and agrees that neither the Licensee, nor any of its Affiliates, nor any of their respective directors, officers, employees or agents (all of the foregoing, including Affiliates collectively, "**Licensee Representatives**") has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended (such act, including the rules and regulations thereunder, the "**FCPA**"), the U.K. Bribery Act of 2010 ("**Bribery Act**"), or any other applicable anti-bribery or anticorruption laws, rules or regulations (collectively with the FCPA and the Bribery Act, the "**Anticorruption Laws**"). Licensee covenants and agrees that Licensee and Licensee Representatives have conducted and will conduct their businesses in compliance with the Anticorruption Laws.

Licensee covenants and agrees that it shall provide to Gilead on the Amended and Restated 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 Anticorruption Laws.

(c) Conflicts. Neither party 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, provided, however, that both Licensee and Gilead are in agreement regarding (i) the requirements of such law, rule or regulation, and (ii) the affect that such law, rule or regulation has on such action or obligation required under this Agreement.

7.5 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 7.6.

7.6 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 4 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 contained in such Emtricitabine Patents.

7.7 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, GILEAD DOES NOT GIVE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT IN THE TERRITORY. Gilead also does 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

8.1 Licensee Indemnity. Licensee shall indemnify, hold harmless and defend Gilead, and its subsidiaries, licensors, directors, officers, employees and agents (together, the "**Gilead 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 a Gilead 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, its manufacture, use or sale of API or Product). The

indemnification obligations of Licensee stated in this Section 8.1 shall apply only in the event that Gilead provides Licensee with prompt written notice of such claims, grants Licensee the right to control the defense or negotiation of settlement (using counsel reasonably approved by Gilead), 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 without obtaining Gilead's consent.

8.2 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.

8.3 Gilead Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL GILEAD 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 certificates of insurance by insurers acceptable to Gilead evidencing public liability coverage in India, 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. Coverage with respect to public liability will be in India and will be global under product liability policy, and shall name Gilead and Japan Tobacco as additional insureds. Licensee shall not cancel any such policy without at least sixty (60) days prior written notice to Gilead, and agrees that such policy shall be maintained (or have an extended reporting period) of at least seven (7) years after the termination of this Agreement.

10. Term and Termination

10.1 Term. This Agreement shall enter into force upon the Amended and Restated Effective Date and, unless earlier terminated as provided herein, shall continue until the expiration of the Royalty Term. Upon expiration of the Royalty Term (but not the earlier termination of this Agreement), and with respect to a particular Product in a particular country in the Territory, subject to the terms and conditions herein with respect

to such Product and such country, the license and sublicense granted in Section 2 to Licensee shall become a perpetual, irrevocable, fully paid-up, royalty free license under the Licensed Know-How to develop, make, have made, use, sell, have sold, offer for sale, import and distribute such Product in the Field in such country.

10.2 Termination for Breach. A party ("non-breaching party") shall have the right to terminate this Agreement in the event the other party ("breaching party") is in material breach of any of its material obligations under this Agreement. The non-breaching party shall provide written notice to the breaching party. The breaching party shall have a period of thirty (30) days after such written notice 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 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, control (through ownership or otherwise) of Licensee changes.

(b) Gilead 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 and/or the covenant contained in Section 7.6 (whether or not such event constitutes a right of termination pursuant to Section 10.2), if:

(i) Gilead determines in good faith 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, (B) Product made and/or sold by Licensee has been diverted to countries outside the Territory, whether or not by any fault or action or inaction of Licensee, or (C) any of the prohibited activities described in Section 7.2(a)(i)-(ix) has occurred;

(ii) Gilead determines in good faith 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; or

(iii) Gilead determines in good faith that Licensee has obtained (x) material quantities of API from sources outside of India, China, or South Africa, 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 with respect to Products containing

EVG that are subject to the sublicense granted by Gilead under the Japan Tobacco Agreement.

Gilead shall give Licensee 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.

(c) (i) For clarity, and notwithstanding anything to the contrary in this Agreement, with respect to a particular Product, and on a Product-by-Product and country-by-country basis, if there is no Product Patent owned or controlled by Gilead (or its Affiliates) in India and a particular country outside of the Territory, and if there is no reasonable possibility of obtaining such a Product Patent within a reasonable period of time (for example, through pending patent applications, the filing of patent applications, or by legal action (including appeals)) in India and such country outside of the Territory, it shall not be deemed to be a breach of this Agreement for Licensee to supply such Product in such country and Licensee shall not be obligated to pay Gilead any royalty therefor; provided that Licensee obtained applicable regulatory approval in such country.

(ii) Similarly, on an API-by-API and Product-by-Product basis, it shall not be deemed to be a breach of the Agreement for Licensee: (x) to manufacture API in any country where there is no Product Patent owned or controlled by Gilead (or its Affiliates) covering such API in such country, and there is no reasonable possibility of obtaining such a Product Patent within a reasonable period of time (for example, through pending patent applications, the filing of patent applications, or by legal action (including appeals)) in such country; (y) to sell such API referred to in clause (x) of this Section 10.3(c)(ii) in any country where there is no Product Patent owned or controlled by Gilead (or its Affiliates) covering such API in such country, and there is no reasonable possibility of obtaining such a Product Patent within a reasonable period of time (for example, through pending patent applications, the filing of patent applications, or by legal action (including appeals)) in such country; or (z) to manufacture and/or sell Product incorporating such API referred to in clause (x) of this Section 10.3(c)(ii) in any country where there is no Product Patent owned or controlled by Gilead (or its Affiliates) covering such Product (or the API contained therein) in such country, and there is no reasonable possibility of obtaining such a Product Patent within a reasonable period of time (for example, through pending patent applications, the filing of patent applications, or by legal action (including appeals)) in such country.

(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;

and/or (ii) the Government of India has issued a Compulsory License allowing for the export of an API or Product from India and into such country, provided that: (Y)(1) there are no Product Patents owned or controlled by Gilead (or its Affiliates) issued in such country or (2) a Compulsory License has also been issued by the relevant authorities of 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 India, and only for the duration that such Compulsory License is in effect.

10.4 Licensee Right to Terminate. Licensee will have the right to terminate this Agreement for its convenience on an API-by-API basis upon thirty (30) days prior written notice to Gilead. Any written notice given under this Section 10.4 shall expressly identify the API(s) for which Licensee desires to terminate its license from Gilead (each, a "**Terminated API**"). In the event of any such termination, with respect to any such Terminated API, and in each case subject to Section 10.7, the following terms shall apply as of the effective date of termination for such API (the "**API Termination Date**").

(a) All licenses granted by Gilead under this Agreement with respect to such Terminated API, and any other rights granted by Gilead with respect to such Terminated API, including without limitation Gilead's obligation to make a technology transfer available with respect to such API pursuant to Section 5.5 (to the extent such technology transfer has not already occurred), shall terminate and all Sections of this Agreement shall be interpreted to exclude such Terminated API therefrom.

(b) All licenses granted by Gilead under this Agreement with respect to any product containing such Terminated API, and any other rights granted by Gilead with respect to such product(s), shall terminate and all Sections of this Agreement shall be interpreted to exclude such product(s) therefrom. For the avoidance of doubt (i) any termination by Licensee of its license to TAF pursuant to this Section 10.4 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; (ii) any termination by Licensee of its license to COBI pursuant to this Section 10.4 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 10.4 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 BIC pursuant to this Section 10.4 shall in turn terminate Licensee's rights and licenses under all Patents that claim BIC (alone or in combination with any other compounds) to manufacture, sell, use, export or import any Product that contains BIC.

(c) For the avoidance of doubt, (i) nothing set forth in this Section 10.4 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.

(d) Termination of any license with respect to any API under this Section 10.4 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 10.4 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.

10.5 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.

10.6 Waiver. The waiver by either 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.

10.7 Survival. On a Product-by-Product and API-by-API basis, 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 (solely with respect to the obligations set forth in the last sentence of Section 5.2), 5.3 (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), 5.4(a), 6.2(e)(iii), 6.3, 7.2(b)(with respect to Products sold prior to such expiration or termination), 7.7, 8, 9, 10.1, 10.4(d), 10.6, 10.7, 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 10.4, 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 10.7(b), (i) Sections 5.3 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. Except as otherwise provided in this Section 10.7, all rights and obligations of the parties under this Agreement shall terminate upon the expiration or termination of this Agreement.

11. Confidentiality and Publications

11.1 Confidential Information. All information of proprietary nature, including technology and know-how ("**Confidential Information**"), disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") hereunder shall (a) be used solely and exclusively by the Receiving Party in a manner consistent with the licenses and rights granted hereunder; (b) be maintained in confidence by the Receiving Party; and (c) not be disclosed to any third party or used for any purpose except to exercise its rights and perform its obligations under this Agreement. The foregoing confidentiality obligations shall not apply if the Receiving Party can demonstrate by competent written evidence that such information: (i) is known by the Receiving Party 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; (ii) is in the public domain other than as a result of any breach of this Agreement by the Receiving Party; (iii) is subsequently disclosed to the Receiving Party on a non-confidential basis by a third party who may lawfully do so; or (iv) is independently discovered or developed by the Receiving Party without the use of Confidential Information provided by the Disclosing Party, as documented by the Receiving Party's business records. 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 confidential 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 TAF Quad, 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 Section 11.2, neither party shall use the 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.

12. Miscellaneous

12.1 Agency. Neither party is, nor will be deemed to be, an employee, agent or representative of the other party for any purpose. Each party is an independent contractor, not an employee or partner of the other party. Neither party shall have the authority to speak for, represent or obligate the other party in any way without prior written authority from the other party.

12.2 Entire Understanding. This 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, between the parties relating to the subject matter hereof. Gilead and Licensee hereby expressly agree that this Agreement amends and restates in its entirety the Original License Agreement as of the Amended and Restated Effective Date, and the terms of the Original License Agreement shall apply with respect to the period of time preceding the Amended and Restated Effective Date.

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 (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
U.S.A.
Attention: General Counsel
Facsimile: (650) 522-5537

In the case of Licensee:

[TBD]

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

12.5 Governing Law. This Agreement is made in accordance with and shall be governed and construed under the laws of England, without regard to its choice of law principles.

12.6 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) Each party 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, either party shall be free to request the ICC Court to appoint the third arbitrator.

(d) London, England 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) This arbitration agreement does not preclude either party seeking conservatory or interim measures from any court of competent jurisdiction including, without limitation, the courts having jurisdiction by reason of either party's domicile. Conservatory or interim measures sought by either party in any one or more jurisdictions shall not preclude the Arbitral Tribunal granting conservatory or interim measures. Conservatory or interim measures sought by either 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.

12.7 Assignment. Gilead is entitled to transfer and assign this Agreement and the rights and obligations under this Agreement on prior notice to Licensee. Licensee is not entitled to transfer or assign this Agreement or the rights and obligations under this Agreement.

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

END OF PAGE
[signatures appear on following page]

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

GILEAD:

Gilead Sciences, Inc.

By _____
Name:
Title:

LICENSEE:

_____

By _____
Name:
Title:

Appendix 1
Countries in the TAF Territory, COBI Territory, and BIC Territory

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

Appendix 2
Patents

TDF Patents

(221) Title: NUCLEOTIDE ANALOGS

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
India	Pending	7/25/1997	2076/DEL/1997		

(230) Title: NUCLEOTIDE ANALOG COMPOSITION AND SYNTHESIS METHOD

SubCase	Status	Filing Date	Application No.	Patent No.	Issue Date
India	Pending	7/24/1998	896/DEL/2002		
India	Pending	7/24/1998	963/DEL/2002		
India	Pending	7/24/1998	1362/DEL/2004		
India	Granted	7/24/1998	2174/DEL/1998	190780	3/15/2004
Indonesia	Granted	7/23/1998	W-991548	7658	4/11/2002

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

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
Armenia	Granted	1/13/2004	200501134	15145	6/13/2011
Eurasian Patent Organization	Published	1/13/2004	201100293		
Eurasian Patent Organization	Granted	1/13/2004	200501134	15145	6/13/2011
Kazakhstan	Granted	1/13/2004	200501134	15145	6/13/2011
Kazakhstan	Pending		200501134 (PTE Application)		
Kyrgyz Republic	Granted	1/13/2004	200501134	15145	6/13/2011
Kyrgyz Republic	Granted		200501134 (PTE Application)	15145	5/31/2012
Moldova	Granted	1/13/2004	200501134	15145	6/13/2011
Tajikistan	Granted	1/13/2004	200501134	15145	6/13/2011
Turkmenistan	Granted	1/13/2004	200501134	15145	6/13/2011
Turkmenistan	Pending		200501134 (PTE Application)		

(677) Title: A PHARMACEUTICAL COMPOSITION, A METHOD OF PREPARING THEREOF, AND A METHOD OF TREATING VIRAL DISEASES USING SAID COMPOSITION

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
Armenia	Granted	6/13/2006	200800033	17764	3/29/2013
Eurasian Patent Organization	Published	6/13/2006	201201265		
Eurasian Patent Organization	Granted	6/13/2006	200800033	17764	3/29/2013
India	Pending	6/13/2006	9661/DELNP/2007		
Kazakhstan	Granted	6/13/2006	200800033	17764	3/29/2013
Kyrgyz Republic	Granted	6/13/2006	200800033	17764	3/29/2013
Moldova	Granted	6/13/2006	200800033	17764	3/29/2013
South Africa	Granted	6/13/2006	2008/00297	2008/00297	4/28/2010
Tajikistan	Granted	6/13/2006	200800033	17764	3/29/2013
Turkmenistan	Granted	6/13/2006	200800033	17764	3/29/2013

TAF Patents

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

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Granted	1200300003	7/20/2001	12393	12/29/2003
African Regional Industrial Property Organization	Granted	2003/002724	7/20/2001	AP 1466	9/22/2005
Anguilla	Granted	AI/A/2015/00173	7/20/2001	AI/A/2015/00173	11/2/2015
Congo, Democratic Republic of	Granted	NP/002/EXT/2016	7/20/2001	2016/4386	11/11/2016
Ethiopia	Granted	ET/PI/15/184	7/20/2001	135	5/25/2016
Eurasian Patent Organization	Granted	200300188	7/20/2001	4926	10/28/2004
Falkland Islands (Malvinas)	Granted		7/20/2001	15365	8/25/2015
Fiji	Published	1214	7/20/2001		
Grenada	Granted	7 of 2015	7/20/2001	7 of 2015	10/6/2015
Guyana	Published	1641	7/20/2001		
Haiti	Pending		7/20/2001		
India	Granted	9/MUMNP/2003	7/20/2001	208435	7/27/2007
India	Granted	00529/MUMNP/2006	7/20/2001	241597	7/14/2010
Indonesia	Granted	W-00200602129	7/20/2001	IDP0022897	2/20/2009
Indonesia	Granted	W-00200804005	7/20/2001	IDP000040148	2/15/2016

Indonesia	Granted	W00200300261	7/20/2001	IDP0022911	2/20/2009
Jamaica	Pending	18/1/5695	7/20/2001		
Kiribati	Granted	14/15	7/20/2001	14/15	10/7/2015
Montserrat	Granted	1961695.2	7/20/2001	1301519	9/23/2015
Nepal	Pending	669	7/20/2001		
Seychelles	Granted	1301519	7/20/2001	1301519	5/25/2016
Sierra Leone	Pending	EP1301519	7/20/2001		
Solomon Islands	Granted	J37/371	7/20/2001	J37/371	3/3/2016
South Africa	Granted	2002/10271	7/20/2001	2002/10271	12/31/2003
Turks and Caicos Islands	Pending	10213	7/20/2001		
Tuvalu	Granted		2/25/2015	TVP1301519	1/6/2016
Vietnam	Granted	1-2002-01193	7/20/2001	8475	5/24/2010
Virgin Islands (British)	Granted	414/5/2015	7/20/2001	414/5/2015	12/1/2015

(872) Title: TENOFOVIR ALAFENAMIDE HEMIFUMARATE

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Granted	1201400057	8/15/2012	17070	6/29/2015
African Regional Industrial Property Organization	Granted	AP/P/2014/007437	8/15/2012	3639	3/31/2016
Bahamas	Granted	2441	8/15/2012	2441	6/19/2014
Bolivia	Pending	SP-0277-2012	8/15/2012		
Ecuador	Pending	SP-14-13206-PCT	8/15/2012		
El Salvador	Pending	E-4659-2014	8/15/2012		
Eurasian Patent Organization	Published	201490208	8/15/2012		
India	Pending	1012/DELNP/2014	8/15/2012		
Indonesia	Published	P00201400805	8/15/2012		
Moldova	Pending	A20140011	8/15/2012		
Pakistan	Pending	539/2012	8/15/2012		
Philippines	Granted	1-2014-500349	8/15/2012	1-2014-500349	2/29/2016
South Africa	Allowed	2014/00582	8/15/2012		
Thailand	Pending	1401000784	8/15/2012		
Vietnam	Pending	1-2014-00440	8/15/2012		

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

Country	Status	Application No.	Filing Date	Patent No.	Issue Date

Bahamas	Granted	2455	10/3/2012	2455	6/24/2014
Bolivia	Granted	SP-0352-2012	10/3/2012	6385-B	11/26/2014
Ecuador	Published	IEPI-2014-74	10/3/2012		
El Salvador	Published	E-4696/2014	10/3/2012		
Eurasian Patent Organization	Allowed	201490753	10/3/2012		
India	Published	2953/DELNP/2014	10/3/2012		
Pakistan	Pending	671/2012	10/3/2012		

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

Country	Status	Application No.	Filing Date	Patent No.	
Bolivia	Pending	SP-230265	11/18/2003		
India	Granted	01316/CHENP/2004	11/20/2003	245833	2/3/2011
Indonesia	Granted	WO00200401542	11/20/2003	P0023507	6/1/2009
Nigeria	Granted	424/2003	11/19/2003	RP.15779	10/20/2004
Philippines	Granted	1-2004-500895	11/20/2003	1-2004-500895	8/20/2008
South Africa	Granted	2004/4537	11/20/2003	2004/4537	8/31/2005
Thailand	Pending	301004379	11/20/2003		
Vietnam	Granted	1-2004-00605	11/20/2003	1-0011884	10/7/2013

(JF-0179) Title: CRYSTALLINE FORM

Country	Status	Application No.	Filing Date	Patent No.	
Bolivia	Pending	SP-250121	5/19/2005		
India	Pending	357/CHENP/2010	5/19/2005		
Philippines	Granted	1-2006-502297	5/19/2005	1-2006-502297	11/19/2010
South Africa	Granted	2006/10647	5/19/2005	2006/10647	6/25/2008
Thailand	Pending	100718	5/19/2005		

(JF-0193) Title: MANUFACTURING PROCESS: ROUTE D AND F

Country	Status	Application No.:	Filing Date	Patent No.	Issue Date
India	Granted	5344/CHENP/2008	3/6/2007	258895	2/13/2014
India	Pending	532/CHENP/2014	3/6/2007		

(JF-0192) Title: MANUFACTURING PROCESS: ROUTE C AND E

Country	Status	Application No.	Filing Date	Patent No:	Issue Date

African Regional Industrial Property Organization	Granted	AP/P/2008/004621	3/6/2007	2914	5/5/2014
Eurasian Patent Organization	Granted	200870321	3/6/2007	17861	3/29/2013
Indonesia	Pending	W00200802860	3/6/2007	IDP0032077	10/22/2012
India	Granted	5341/CHENP/2008	3/6/2007	258747	2/4/2014
India	Pending	613/CHENP/2014	3/6/2007		
African Intellectual Property Organization (OAPI)	Granted	1200800317	3/6/2007	14280	3/31/2009
Vietnam	Granted	1-2008-02431	3/6/2007	14450	8/17/2015
South Africa	Granted	2008/07547	3/6/2007	2008/07547	11/25/2009

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

Country	Status	Application No.	Filing Date	Patent No.	
Armenia	Granted	200801619	12/29/2006	18544	8/30/2013
African Regional Industrial Property Organization	Granted	AP/P/2008/004522	12/29/2006	AP2702	7/31/2013
Eurasian Patent Organization	Granted	200801619	12/29/2006	18544	8/30/2013
Eurasian Patent Organization	Published	201201496	12/29/2006		
Indonesia	Pending	W00201102461	12/29/2006		
Indonesia	Published	W00 2008 02128	12/29/2006		
India	Pending	6748/DELNP/2015	12/29/2006		
India	Pending	5576/DELNP/2008	12/29/2006		
Kyrgyz Republic	Granted	200801619	12/29/2006	18544	8/30/2013
Moldova	Granted	200801619	12/29/2006	18544	8/30/2013
African Intellectual Property Organization (OAPI)	Granted	1200800239	12/29/2006	14320	6/30/2009
Tajikistan	Granted	200801619	12/29/2006	18544	8/30/2013
Turkmenistan	Granted	200801619	12/29/2006	18544	8/30/2013
Vietnam	Pending	1-2008-01921	12/29/2006		
South Africa	Granted	2008/06222	12/29/2006	2008/06222	3/25/2009

(720) Title: PROCESS AND INTERMEDIATES FOR PREPARING INTEGRASE INHIBITORS

Country	Status	Application No.	Filing Date	Patent Number	Issue Date
Armenia	Granted	200900441	9/11/2007	22099	11/30/2015
African Regional Industrial Property Organization	Granted	AP/P/2009/004831	9/11/2007	AP3004	10/16/2014
Eurasian Patent Organization	Granted	200900441	9/11/2007	22099	11/30/2015

Indonesia	Published	W00200900634	9/11/2007		
Kyrgyz Republic	Granted	200900441	9/11/2007	22099	11/30/2015
Kazakhstan	Granted	200900441	9/11/2007	22099	11/30/2015
Moldova	Granted	200900441	9/11/2007	22099	11/30/2015
African Intellectual Property Organization (OAPI)	Granted	1200900070	9/11/2007	14458	9/30/2009
Thailand	Published	701004583	9/11/2007		
Tajikistan	Granted	200900441	9/11/2007	22099	11/30/2015
Turkmenistan	Granted	200900441	9/11/2007	22099	11/30/2015
Vietnam	Granted	1-2009-00636	9/11/2007	11932	10/22/2013
Vietnam	Granted	1-2012-01354	9/11/2007	14698	10/20/2015
South Africa	Granted	2009/01576	9/11/2007	2009/01576	2/24/2010

(746) Title: PROCESS AND INTERMEDIATES FOR PREPARING INTEGRASE INHIBITORS

Country	Status	Application No	Filing Date	Patent Number	Issue Date
African Regional Industrial Property Organization	Granted	AP/P/2010/005187	9/11/2008	AP 2785	10/31/2013
Eurasian Patent Organization	Granted	201070256	9/11/2008	19431	3/31/2014
Ecuador	Inactive	SP-10-10081	9/11/2008		
Indonesia	Published	W00201000759	9/11/2008		
India	Pending	1615/DELNP/2010	9/11/2008		
African Intellectual Property Organization (OAPI)	Granted	1201000093	9/11/2008	15058	
Thailand	Published	801004676	9/11/2008		
Vietnam	Granted	1-2010-00483	9/11/2008	10866	11/20/2012
South Africa	Granted	2010/02066	9/11/2008	2010/02066	12/29/2010

(903) Title: PROCESS AND INTERMEDIATES FOR PREPARING INTEGRASE INHIBITORS

Country	Status	Application No.	Filing Date	Patent No.
Eurasian Patent Organization	Allowed	201590018	8/1/2013	
India	Pending	1688/DELNP/2015	8/1/2013	

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(692) Title: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property	Granted	1200800450	9/30/2009	14409

Organization (OAPI)				
African Regional Industrial Property Organization	Granted	AP/P/2008/004720	9/30/2014	AP2985
Anguilla	Granted	AI/A/2015/00172	11/2/2015	AI/A/2015/00172
Armenia	Granted	200900155	11/28/2014	20489
Congo, Democratic Republic of	Pending	NP/004/EXT/2016		
Ethiopia	Granted	ET/PI/15/185	5/25/2016	134
Eurasian Patent Organization	Allowed	201270738		
Eurasian Patent Organization	Granted	200900155	11/28/2014	20489
Fiji	Published	1217		
Guyana	Published	1642		
Haiti	Pending			
India	Pending	10487/DELNP/2008		
Indonesia	Granted	W00200900061	8/12/2016	IDP00042227
Jamaica	Pending	18/1/5696		
Kazakhstan	Granted	200900155	11/28/2014	20489
Kiribati	Granted	13/15	10/7/2015	13/15
Kyrgyz Republic	Granted	200900155	11/28/2014	20489
Moldova	Granted	200900155	11/28/2014	20489
Montserrat	Granted		9/23/2015	3 of 2015
Nauru	Pending			
Nepal	Pending	894		
Seychelles	Granted	2049506	5/25/2016	2049506
Sierra Leone	Pending	EP2049506		
Solomon Islands	Granted	J37/370	2/10/2016	J37/370
South Africa	Pending	2008/10399		
Tajikistan	Granted	200900155	11/28/2014	20489
Thailand	Published	701003404		
Turkmenistan	Granted	200900155	11/28/2014	20489
Turks and Caicos Islands	Pending	10214		
Tuvalu	Granted		11/7/2015	TVP2049506
Vanuatu	Unfiled			
Vietnam	Pending	1-2009-00240		
Vietnam	Pending	1-2012-02702		
Virgin Islands (British)	Granted	415/6/2015	12/1/2015	415/6/2015

(719) Title: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1200900273	6/30/2010	14749

African Regional Industrial Property Organization	Granted	AP/P/2009/004964	9/16/2014	AP2986
African Regional Industrial Property Organization	Granted	AP/P/2013/007042	11/30/2016	AP3915
Armenia	Granted	200901155	7/30/2014	19893
Eurasian Patent Organization	Granted	200901155	7/30/2014	19893
Fiji	Granted			
Indonesia	Granted	W00200902299	3/18/2015	IDP000038076
Kazakhstan	Granted	200901155	7/30/2014	19893
Kyrgyz Republic	Granted	200901155	7/30/2014	19893
Moldova	Granted	200901155	7/30/2014	19893
South Africa	Pending	2009/05882		
South Africa	Unfiled			
Tajikistan	Granted	200901155	7/30/2014	19893
Thailand	Pending	801000867		
Turkmenistan	Granted	200901155	7/30/2014	19893
Vietnam	Pending	1-2009-01990		
Vietnam	Pending	1-2012-02696		

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

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201000364	9/28/2012	15589
African Regional Industrial Property Organization	Granted	AP/P/2010/005429	1/30/2015	3209
Armenia	Granted	201071173	3/31/2016	22950
Belarus	Granted	201071173	3/31/2016	22950
Ecuador	Pending	SP-10-10636		
Eurasian Patent Organization	Published	201591353		
Eurasian Patent Organization	Granted	201071173	3/31/2016	22950
India	Pending	7565/DELNP/2010		
Indonesia	Published	W00201004105		
Kazakhstan	Granted	201071173	3/31/2016	22950
Kyrgyz Republic	Granted	201071173	3/31/2016	22950
Moldova	Granted	201071173	3/31/2016	22950
South Africa	Granted	2010/08007	10/26/2011	2010/08007
Tajikistan	Granted	201071173	3/31/2016	22950
Turkmenistan	Granted	201071173	3/31/2016	22950
Vietnam	Pending	1-2010-02929		

(775) Title: METHOD OF PREPARING AN INHIBITOR OF CYTOCHROME P450 MONOOXYGENASE, AND INTERMEDIATES INVOLVED

Country	Status	Application No.	Filing Date	Patent No.
African Regional Industrial Property Organization	Granted	AP/P/2011/005864		
African Intellectual Property Organization (OAPI)	Granted	1201100311.00	4/1/2010	15801
Bolivia	Published	SP-0082-2010	4/1/2010	
Eurasian Patent Organization	Granted	201190179.00	4/1/2010	22739
Eurasian Patent Organization	Published	201590979.00	4/1/2010	
Ecuador	Pending	SP-11-11391	4/1/2010	
Indonesia	Granted	W00201103554	4/1/2010	IDP000041448
India	Pending	7323/DELNP/2011	4/1/2010	
Pakistan	Pending	262/2010	3/31/2010	
Thailand	Published	1101002473.00	4/1/2010	
Vietnam	Pending	1-2011-02324	4/1/2010	
South Africa	Granted	2011/07430	4/1/2010	2011/07430

(783) Title: TABLETS FOR COMBINATION THERAPY

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Pending	1201100281		
African Regional Industrial Property Organization	Granted	AP/P/2011/05857	5/6/2015	AP3250
Armenia	Granted	201190125	5/29/2015	21313
Azerbaijan	Granted	201190125	5/29/2015	21313
Bolivia	Pending	SP-00292010		
Ecuador	Pending	SP-11-11307		
Eurasian Patent Organization	Published	201491658		
Eurasian Patent Organization	Granted	201190125	5/29/2015	21313
India	Pending	5823/DELNP/2011		
Indonesia	Granted	W00201103098	3/30/2016	IDP000040606
Kazakhstan	Granted	201190125	5/29/2015	21313
Kyrgyz Republic	Granted	201190125	5/29/2015	21313
Moldova	Granted	201190125	5/29/2015	21313
Pakistan	Allowed	94/2010		
Singapore	Published	2014007744		
South Africa	Granted	2011/06154	5/28/2014	2011/06154
Tajikistan	Granted	201190125	5/29/2015	21313

Thailand	Published	1101001423		
Turkmenistan	Granted	201190125	5/29/2015	21313
Vietnam	Pending	1-2011-02035		

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

Country	Status	Application No.	Filing Date	Patent No.
India	Abandoned	6192/DELNP/2014		

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(1007) TITLE: POLYCYCLIC-CARBAMOYLPYRIDONE COMPOUNDS AND THEIR PHARMACEUTICAL USE

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Pending	1201500240	12/19/2013		
African Regional Industrial Property Organization	Pending	AP/P/2015/008510	12/19/2013		
Anguilla	Pending	AI/A/2016/00180	12/19/2013		
Bahamas	Pending	2551	12/19/2013		
Bolivia	Published	SP-00412-2013	12/20/2013		
Congo, Democratic Republic of	Pending		12/19/2013		
Ecuador	Published	IEPI-2015-31224	12/19/2013		
El Salvador	Published	E-5002-2015	12/19/2013		
Ethiopia	Pending	ET/PI/16/204	12/19/2013		
Eurasian Patent Organization	Published	201591027	12/19/2013		
Fiji	Published	1229	12/19/2013		
Grenada	Granted		12/19/2013		7/19/2016
Guyana	Pending	1656	12/19/2013		
Haiti	Pending		12/19/2013		
India	Pending	5535/DELNP/2015	12/19/2013		
Indonesia	Allowed	P00201503852	12/19/2013		
Indonesia	Pending	P00201607128	12/19/2013		
Jamaica	Pending	18/1/5740	12/19/2013		
Kiribati	Granted		12/19/2013		9/20/2016
Moldova	Pending	a20150064	12/19/2013		
Montserrat	Granted		12/19/2013	4 OF 2016	5/27/2016

Nepal	Pending	4	12/19/2013		
Pakistan	Pending	908/2013	12/20/2013		
Philippines	Published	1-2015-501445	12/19/2013		
Philippines	Pending	1-2016-500389	12/19/2013		
Seychelles	Pending	2822954	12/19/2013		
Sierra Leone	Pending		12/19/2013		
Solomon Islands	Granted		12/19/2013	J37/379	8/5/2016
South Africa	Pending	2015/04914	12/19/2013		
South Africa	Pending	2015/07997	12/19/2013		
South Korea	Pending	10-2015-7019194	12/19/2013		
Thailand	Pending	1501003563	12/19/2013		
Turks and Caicos Islands	Granted	10226	12/19/2013	10226	9/7/2016
Tuvalu	Granted	TVP2822954	12/19/2013	TVP2822954	8/15/2016
Vietnam	Granted	1-2015-02321	12/19/2013	15503	5/16/2016
Vietnam	Pending	1-2015-04199	12/19/2013		
Virgin Islands (British)	Granted	EP2822954	12/19/2013	427/5/2016	9/21/2016

(1091) Title: SODIUM (2R,5S,13AR)-7,9-DIOXO-10-((2,4,6-TRIFLUOROBENZYL)CARBAMOYL)-2,3,4,5,7,9,13,13A-OCTAHYDRO-2,5-METHANOPYRIDO[1',2':4,5]PYRAZINO[2,1-B]OXAZEPIN-8-OLATE

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Regional Industrial Property Organization	Pending	AP/P/2016/009591	6/19/2015		
African Intellectual Property Organization (OAPI)	Pending	1201600454	6/19/2015		
Bolivia	Published	SP 126-2015	6/19/2015		
Bahamas	Allowed	2701	6/18/2015		
Cuba	Pending	2016-0187	6/19/2015		
Dominican Republic	Published	P2016-0327	6/19/2015		
Eurasian Patent Organization	Pending	201692414	6/19/2015		
Ecuador	Published	IEPI-2016-95566	6/19/2015		
El Salvador	Pending	2016005339	6/19/2015		
Guatemala	Pending	A2016-000262	6/19/2015		
Indonesia	Unfiled				
India	Pending	201617042937.00	6/19/2015		
Nigeria	Pending	NG/PT/C/2016/2106	6/19/2015		
Philippines	Pending				
Pakistan	Pending	382/2015	6/18/2015		
Thailand	Pending				

Trinidad and Tobago	Pending	TT/A/2016/00132	6/19/2015
Vietnam	Pending		
South Africa	Pending	2016/08744	6/19/2015

(1147) Title: THERAPEUTIC COMPOSITIONS FOR TREATMENT OF HUMAN IMMUNODEFICIENCY VIRUS

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Bangladesh	Pending	272/2016	11/2/2016		
Bolivia	Pending	SP-0260-2016	11/9/2016		
Bahamas	Pending		11/8/2016		
Pakistan	Pending	696/2016	11/9/2016		
Patent Cooperation Treaty	Entered NP	US2016/060989	11/8/2016		

(1062) Title: SYNTHESIS OF POLYCYCLIC-CARBAMOYLPYRIDONE COMPOUNDS

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Bahamas	Allowed	2702	6/18/2015		
Eurasian Patent Organization	Pending	201692412	6/16/2015		
India	Pending	201717000457.00	6/16/2015		
Patent Cooperation Treaty	Entered NP	US2015/036017	6/16/2015		

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(221) Title:NUCLEOTIDE ANALOGS

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
India	Pending	7/25/1997	2076/DEL/1997		

(230) Title: NUCLEOTIDE ANALOG COMPOSITION AND SYNTHESIS METHOD

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
India	Pending	7/24/1998	896/DEL/2002		
India	Pending	7/24/1998	963/DEL/2002		
India	Pending	7/24/1998	1362/DEL/2004		
India	Granted	7/24/1998	2174/DEL/1998	190780	3/15/2004
Indonesia	Granted	7/23/1998	W-991548	7658	4/11/2002

(692) Title: DIAMINOALKANE COMPOUNDS (VARIANTS) AND A METHOD OF PREPARING THEREOF (VARIANTS), A PHARMACEUTICAL COMPOSITION AND A THERAPEUTIC

AGENT FOR INHIBITING CYTOCHROME-P450-MONOOXYGENASE, METHODS FOR TREATING AN HIV INFECTION AND VIRAL HEPATITS C, A METHOD OF MOD

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Granted	1200800450	9/30/2009	14409	
African Regional Industrial Property Organization	Granted	AP/P/2008/004720	9/30/2014	AP2985	
Anguilla	Granted	AI/A/2015/00172	11/2/2015	AI/A/2015/00172	
Armenia	Granted	200900155	11/28/2014	20489	
Congo, Democratic Republic of	Pending	NP/004/EXT/2016			
Ethiopia	Granted	ET/PI/15/185	5/25/2016	134	
Eurasian Patent Organization	Allowed	201270738			
Eurasian Patent Organization	Granted	200900155	11/28/2014	20489	
Fiji	Published	1217			
Guyana	Published	1642			
Haiti	Pending				
India	Pending	10487/DELNP/2008			
Indonesia	Granted	W00200900061	8/12/2016	IDP00042227	
Jamaica	Pending	18/1/5696			
Kazakhstan	Unfiled				
Kazakhstan	Granted	200900155	11/28/2014	20489	
Kiribati	Granted	13/15	10/7/2015	13/15	
Kyrgyz Republic	Granted	200900155	11/28/2014	20489	
Moldova	Granted	200900155	11/28/2014	20489	
Montserrat	Granted		9/23/2015	3 of 2015	
Nauru	Pending				
Nepal	Pending	894			
Seychelles	Granted	2049506	5/25/2016	2049506	
Sierra Leone	Pending	EP2049506			
Solomon Islands	Granted	J37/370	2/10/2016	J37/370	
South Africa	Pending	2008/10399			
Tajikistan	Granted	200900155	11/28/2014	20489	
Thailand	Published	701003404			
Turkmenistan	Granted	200900155	11/28/2014	20489	
Turks and Caicos Islands	Pending	10214			
Tuvalu	Granted		11/7/2015	TVP2049506	
Vietnam	Pending	1-2009-00240			

Vietnam	Pending	1-2012-02702		
Virgin Islands (British)	Granted	415/6/2015	12/1/2015	415/6/2015

(719) Title: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1200900273	6/30/2010	14749
African Regional Industrial Property Organization	Granted	AP/P/2009/004964	9/16/2014	AP2986
African Regional Industrial Property Organization	Granted	AP/P/2013/007042	11/30/2016	AP3915
Armenia	Granted	200901155	7/30/2014	19893
Eurasian Patent Organization	Granted	200901155	7/30/2014	19893
Fiji	Granted			
Indonesia	Granted	W00200902299	3/18/2015	IDP000038076
Kazakhstan	Granted	200901155	7/30/2014	19893
Kyrgyz Republic	Granted	200901155	7/30/2014	19893
Moldova	Granted	200901155	7/30/2014	19893
South Africa	Pending	2009/05882		
South Africa	Unfiled			
Tajikistan	Granted	200901155	7/30/2014	19893
Thailand	Pending	801000867		
Turkmenistan	Granted	200901155	7/30/2014	19893
Vietnam	Pending	1-2009-01990		
Vietnam	Pending	1-2012-02696		

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

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201000364	9/28/2012	15589
African Regional Industrial Property Organization	Granted	AP/P/2010/005429	1/30/2015	3209
Armenia	Granted	201071173	3/31/2016	22950
Belarus	Granted	201071173	3/31/2016	22950
Ecuador	Pending	SP-10-10636		
Eurasian Patent Organization	Published	201591353		
Eurasian Patent Organization	Granted	201071173	3/31/2016	22950
India	Pending	7565/DELNP/2010		
Indonesia	Published	W00201004105		

Kazakhstan	Granted	201071173	3/31/2016	22950
Kyrgyz Republic	Granted	201071173	3/31/2016	22950
Moldova	Granted	201071173	3/31/2016	22950
South Africa	Granted	2010/08007	10/26/2011	2010/08007
Tajikistan	Granted	201071173	3/31/2016	22950
Turkmenistan	Granted	201071173	3/31/2016	22950
Vietnam	Pending	1-2010-02929		

(775) Title: METHOD OF PREPARING AN INHIBITOR OF CYTOCHROME P450 MONOOXYGENASE, AND INTERMEDIATES INVOLVED

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201100311.00	4/1/2010	15801
Bolivia	Abandoned	11-114.749	4/1/2010	
Eurasian Patent Organization	Granted	201190179.00	4/1/2010	22739
Eurasian Patent Organization	Published	201590979.00	4/1/2010	
Ecuador	Pending	SP-11-11391	4/1/2010	
Indonesia	Granted	W00201103554	4/1/2010	IDP000041448
India	Pending	7323/DELNP/2011	4/1/2010	
Pakistan	Pending	262/2010	3/31/2010	
Thailand	Published	1101002473.00	4/1/2010	
Vietnam	Pending	1-2011-02324	4/1/2010	
South Africa	Granted	2011/07430	4/1/2010	2011/07430

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

Country	Status	Application No.	Filing Date	Patent No.
India	Abandoned	6192/DELNP/2014		

(EMU-108) Title: Antiviral Activity and Resolution of 2-Hydroxymethyl-5-(5-Fluorocytosin-1-yl)-1,3-Oxathiolane

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Philippines	Granted	1-1992-43955	2/20/92	1-1992-43955	2/20/09
Philippines	Granted	55191	12/27/96	1-1996-55191	3/9/07
Philippines	Granted	55192	2/20/92	55192	12/19/08
Philippines	Granted	55193	2/20/92	55193	12/19/08
Philippines	Granted	55194	2/20/92	55194	12/19/08

(EMU-4000) Title: 1,3-Oxathiolane Nucleoside Analogues

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Botswana	Granted	BW/A/1998/00163	4/27/98	BW/P/2002/00042	5/22/03
Domincan Republic	Granted	1793970004607.00	7/10/97	370	7/10/17
Honduras	Granted	PICA97118	8/18/97	3775	4/25/00
Jamaica	Granted	697267	7/8/97	3615	5/25/05
Nicaragua	Granted	97.0096	12/5/97	1134RPI	5/17/99

(783) Title: TABLETS FOR COMBINATION THERAPY

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Pending	1201100281		
African Regional Industrial Property Organization	Granted	AP/P/2011/05857	5/6/2015	AP3250
Armenia	Granted	201190125	5/29/2015	21313
Azerbaijan	Granted	201190125	5/29/2015	21313
Bolivia	Pending	SP-00292010		
Ecuador	Pending	SP-11-11307		
Eurasian Patent Organization	Published	201491658		
Eurasian Patent Organization	Granted	201190125	5/29/2015	21313
India	Pending	5823/DELNP/2011		
Indonesia	Granted	W00201103098	3/30/2016	IDP000040606
Kazakhstan	Granted	201190125	5/29/2015	21313
Kyrgyz Republic	Granted	201190125	5/29/2015	21313
Moldova	Granted	201190125	5/29/2015	21313
Pakistan	Allowed	94/2010		
Singapore	Published	2014007744		
South Africa	Granted	2011/06154	5/28/2014	2011/06154
Tajikistan	Granted	201190125	5/29/2015	21313
Thailand	Published	1101001423		
Turkmenistan	Granted	201190125	5/29/2015	21313
Vietnam	Pending	1-2011-02035		

TAF-Quad Patents

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

Country	Status	Application No.	Filing Date	Patent No.	Issue Date

African Intellectual Property Organization (OAPI)	Granted	1200300003	7/20/2001	12393	12/29/2003
African Regional Industrial Property Organization	Granted	2003/002724	7/20/2001	AP 1466	9/22/2005
Anguilla	Granted	AI/A/2015/00173	7/20/2001	AI/A/2015/00173	11/2/2015
Congo, Democratic Republic of	Granted	NP/002/EXT/2016	7/20/2001	2016/4386	11/11/2016
Ethiopia	Granted	ET/PI/15/184	7/20/2001	135	5/25/2016
Eurasian Patent Organization	Granted	200300188	7/20/2001	4926	10/28/2004
Falkland Islands (Malvinas)	Granted		7/20/2001	15365	8/25/2015
Fiji	Published	1214	7/20/2001		
Grenada	Granted	7 of 2015	7/20/2001	7 of 2015	10/6/2015
Guyana	Published	1641	7/20/2001		
Haiti	Pending		7/20/2001		
India	Granted	9/MUMNP/2003	7/20/2001	208435	7/27/2007
India	Granted	00529/MUMNP/2006	7/20/2001	241597	7/14/2010
Indonesia	Granted	W-00200602129	7/20/2001	IDP0022897	2/20/2009
Indonesia	Granted	W-00200804005	7/20/2001	IDP000040148	2/15/2016
Indonesia	Granted	W00200300261	7/20/2001	IDP0022911	2/20/2009
Jamaica	Pending	18/1/5695	7/20/2001		
Kiribati	Granted	14/15	7/20/2001	14/15	10/7/2015
Montserrat	Granted	1961695.2	7/20/2001	1301519	9/23/2015
Nepal	Pending	669	7/20/2001		
Seychelles	Granted	1301519	7/20/2001	1301519	5/25/2016
Sierra Leone	Pending	EP1301519	7/20/2001		
Solomon Islands	Granted	J37/371	7/20/2001	J37/371	3/3/2016
South Africa	Granted	2002/10271	7/20/2001	2002/10271	12/31/2003
Turks and Caicos Islands	Pending	10213	7/20/2001		
Tuvalu	Granted		2/25/2015	TVP1301519	1/6/2016
Vietnam	Granted	1-2002-01193	7/20/2001	8475	5/24/2010
Virgin Islands (British)	Granted	414/5/2015	7/20/2001	414/5/2015	12/1/2015

(872) Title: TENOFOVIR ALAFENAMIDE HEMIFUMARATE

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization	Granted	1201400057	8/15/2012	17070	6/29/2015

(OAPI)					
African Regional Industrial Property Organization	Granted	AP/P/2014/007437	8/15/2012	3639	3/31/2016
Bahamas	Granted	2441	8/15/2012	2441	6/19/2014
Bolivia	Pending	SP-0277-2012	8/15/2012		
Ecuador	Pending	SP-14-13206-PCT	8/15/2012		
El Salvador	Pending	E-4659-2014	8/15/2012		
Eurasian Patent Organization	Published	201490208	8/15/2012		
India	Pending	1012/DELNP/2014	8/15/2012		
Indonesia	Published	P00201400805	8/15/2012		
Moldova	Pending	A20140011	8/15/2012		
Pakistan	Pending	539/2012	8/15/2012		
Philippines	Granted	1-2014-500349	8/15/2012	1-2014-500349	2/29/2016
South Africa	Allowed	2014/00582	8/15/2012		
Thailand	Pending	1401000784	8/15/2012		
Vietnam	Pending	1-2014-00440	8/15/2012		

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

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Bahamas	Granted	2455	10/3/2012	2455	6/24/2014
Bolivia	Granted	SP-0352-2012	10/3/2012	6385-B	11/26/2014
Ecuador	Published	IEPI-2014-74	10/3/2012		
El Salvador	Published	E-4696/2014	10/3/2012		
Eurasian Patent Organization	Allowed	201490753	10/3/2012		
India	Published	2953/DELNP/2014	10/3/2012		
Pakistan	Pending	671/2012	10/3/2012		

(692) Title: DIAMINOALKANE COMPOUNDS (VARIANTS) AND A METHOD OF PREPARING THEREOF (VARIANTS), A PHARMACEUTICAL COMPOSITION AND A THERAPEUTIC AGENT FOR INHIBITING CYTOCHROME-P450-MONOOXYGENASE, METHODS FOR TREATING AN HIV INFECTION AND VIRAL HEPATITS C, A METHOD OF MOD

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
African Intellectual Property Organization (OAPI)	Granted	1200800450	9/30/2009	14409	
African Regional Industrial Property Organization	Granted	AP/P/2008/004720	9/30/2014	AP2985	
Anguilla	Granted	AI/A/2015/00172	11/2/2015	AI/A/2015/00172	

Armenia	Granted	200900155	11/28/2014	20489
Congo, Democratic Republic of	Pending	NP/004/EXT/2016		
Ethiopia	Granted	ET/PI/15/185	5/25/2016	134
Eurasian Patent Organization	Allowed	201270738		
Eurasian Patent Organization	Granted	200900155	11/28/2014	20489
Fiji	Published	1217		
Guyana	Published	1642		
Haiti	Pending			
India	Pending	10487/DELNP/2008		
Indonesia	Granted	W00200900061	8/12/2016	IDP00042227
Jamaica	Pending	18/1/5696		
Kazakhstan	Unfiled			
Kazakhstan	Granted	200900155	11/28/2014	20489
Kiribati	Granted	13/15	10/7/2015	13/15
Kyrgyz Republic	Granted	200900155	11/28/2014	20489
Moldova	Granted	200900155	11/28/2014	20489
Montserrat	Granted		9/23/2015	3 of 2015
Nauru	Pending			
Nepal	Pending	894		
Seychelles	Granted	2049506	5/25/2016	2049506
Sierra Leone	Pending	EP2049506		
Solomon Islands	Granted	J37/370	2/10/2016	J37/370
South Africa	Pending	2008/10399		
Tajikistan	Granted	200900155	11/28/2014	20489
Thailand	Published	701003404		
Turkmenistan	Granted	200900155	11/28/2014	20489
Turks and Caicos Islands	Pending	10214		
Tuvalu	Granted		11/7/2015	TVP2049506
Vietnam	Pending	1-2009-00240		
Vietnam	Pending	1-2012-02702		
Virgin Islands (British)	Granted	415/6/2015	12/1/2015	415/6/2015

(719) Title: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1200900273	6/30/2010	14749
African Regional Industrial Property	Granted	AP/P/2009/004964	9/16/2014	AP2986

Organization				
African Regional Industrial Property Organization	Granted	AP/P/2013/007042	11/30/2016	AP3915
Armenia	Granted	200901155	7/30/2014	19893
Eurasian Patent Organization	Granted	200901155	7/30/2014	19893
Fiji	Granted			
Indonesia	Granted	W00200902299	3/18/2015	IDP000038076
Kazakhstan	Granted	200901155	7/30/2014	19893
Kyrgyz Republic	Granted	200901155	7/30/2014	19893
Moldova	Granted	200901155	7/30/2014	19893
South Africa	Pending	2009/05882		
South Africa	Unfiled			
Tajikistan	Granted	200901155	7/30/2014	19893
Thailand	Pending	801000867		
Turkmenistan	Granted	200901155	7/30/2014	19893
Vietnam	Pending	1-2009-01990		
Vietnam	Pending	1-2012-02696		

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

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201000364	9/28/2012	15589
African Regional Industrial Property Organization	Granted	AP/P/2010/005429	1/30/2015	3209
Armenia	Granted	201071173	3/31/2016	22950
Belarus	Granted	201071173	3/31/2016	22950
Ecuador	Pending	SP-10-10636		
Eurasian Patent Organization	Published	201591353		
Eurasian Patent Organization	Granted	201071173	3/31/2016	22950
India	Pending	7565/DELNP/2010		
Indonesia	Published	W00201004105		
Kazakhstan	Granted	201071173	3/31/2016	22950
Kyrgyz Republic	Granted	201071173	3/31/2016	22950
Moldova	Granted	201071173	3/31/2016	22950
South Africa	Granted	2010/08007	10/26/2011	2010/08007
Tajikistan	Granted	201071173	3/31/2016	22950
Turkmenistan	Granted	201071173	3/31/2016	22950
Vietnam	Pending	1-2010-02929		

(775) Title: METHOD OF PREPARING AN INHIBITOR OF CYTOCHROME P450 MONOOXYGENASE, AND INTERMEDIATES INVOLVED

Country	Status	Application No.	Filing Date	Patent No.
African Intellectual Property Organization (OAPI)	Granted	1201100311.00	4/1/2010	15801
Bolivia	Abandoned	11-114.749	4/1/2010	
Eurasian Patent Organization	Granted	201190179.00	4/1/2010	22739
Eurasian Patent Organization	Published	201590979.00	4/1/2010	
Ecuador	Pending	SP-11-11391	4/1/2010	
Indonesia	Granted	W00201103554	4/1/2010	IDP000041448
India	Pending	7323/DELNP/2011	4/1/2010	
Pakistan	Pending	262/2010	3/31/2010	
Thailand	Published	1101002473.00	4/1/2010	
Vietnam	Pending	1-2011-02324	4/1/2010	
South Africa	Granted	2011/07430	4/1/2010	2011/07430

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

Country	Status	Application No.	Filing Date	Patent No.
India	Abandoned	6192/DELNP/2014		

(899) Title: THERAPEUTIC COMPOUNDS

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Eurasian Patent Organization	Published	201491287	2/1/2013		
India	Pending	7100/DELNP/2014	2/1/2013		

(EMU-108) Title: Antiviral Activity and Resolution of 2-Hydroxymethyl-5-(5-Fluorocytosin-1-yl)-1,3-Oxathiolane

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Philippines	Granted	1-1992-43955	2/20/92	1-1992-43955	2/20/09
Philippines	Granted	55191	12/27/96	1-1996-55191	3/9/07
Philippines	Granted	55192	2/20/92	55192	12/19/08
Philippines	Granted	55193	2/20/92	55193	12/19/08
Philippines	Granted	55194	2/20/92	55194	12/19/08

(EMU-4000) Title: 1,3-Oxathiolane Nucleoside Analogues

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Botswana	Granted	BW/A/1998/00163	4/27/98	BW/P/2002/00042	5/22/03
Domincan Republic	Granted	1793970004607.00	7/10/97	370	7/10/17
Honduras	Granted	PICA97118	8/18/97	3775	4/25/00
Jamaica	Granted	697267	7/8/97	3615	5/25/05
Nicaragua	Granted	97.0096	12/5/97	1134RPI	5/17/99

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 2.2 and 2.3 of this Agreement.

Appendix 3

Terms for Technology Transfer

A. Licensee acknowledges that, as of the Amended and Restated Effective Date, Gilead has made the following information available to Licensee in accordance with Section 5.5 to fully enable Licensee to manufacture TAF, EVG, COBI, TAF Product, EVG Product, COBI Product, and TAF Quad, at commercial-scale quantities and in compliance with Gilead's required quality specifications:

1. Manufacturing process descriptions, specifications and methods;
2. Stability data;
3. Analytical method validation; and
4. Discussion of impurities.

B. Gilead will make available to Licensee the following information in accordance with Section 5.5. to fully enable Licensee to manufacture BIC and such FDA-approved Product containing BIC at commercial-scale quantities and in compliance with Gilead's required quality specifications :

1. Manufacturing process descriptions, specifications and methods;
2. Stability data;
3. Analytical method validation; and
4. Discussion of impurities.

Appendix 4

Emtricitabine Patents

(EMU-108) Title: Antiviral Activity and Resolution of 2-Hydroxymethyl-5-(5-Fluorocytosin-1-yl)-1,3-Oxathiolane

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Philippines	Granted	1-1992-43955	2/20/92	1-1992-43955	2/20/09
Philippines	Granted	55191	12/27/96	1-1996-55191	3/9/07
Philippines	Granted	55192	2/20/92	55192	12/19/08
Philippines	Granted	55193	2/20/92	55193	12/19/08
Philippines	Granted	55194	2/20/92	55194	12/19/08

(EMU-4000) Title: 1,3-Oxathiolane Nucleoside Analogues

Country	Status	Application No.	Filing Date	Patent No.	Issue Date
Botswana	Granted	BW/A/1998/00163	4/27/98	BW/P/2002/00042	5/22/03
Dominican Republic	Granted	1793970004607.00	7/10/97	370	7/10/17
Honduras	Granted	PICA97118	8/18/97	3775	4/25/00
Jamaica	Granted	697267	7/8/97	3615	5/25/05
Nicaragua	Granted	97.0096	12/5/97	1134RPI	5/17/99

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

Country	Status	Filing Date	Application No.	Patent No.	Issue Date
Armenia	Granted	1/13/2004	200501134	15145	6/13/2011
Eurasian Patent Organization	Published	1/13/2004	201100293		
Eurasian Patent Organization	Granted	1/13/2004	200501134	15145	6/13/2011
Kazakhstan	Granted	1/13/2004	200501134	15145	6/13/2011
Kazakhstan	Pending		200501134 (PTE Application)		
Kyrgyz Republic	Granted	1/13/2004	200501134	15145	6/13/2011
Kyrgyz Republic	Granted		200501134 (PTE Application)	15145	5/31/2012
Moldova	Granted	1/13/2004	200501134	15145	6/13/2011
Tajikistan	Granted	1/13/2004	200501134	15145	6/13/2011
Turkmenistan	Granted	1/13/2004	200501134	15145	6/13/2011
Turkmenistan	Pending		200501134 (PTE Application)		

Appendix 5

Countries in the EVG-TAF 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. Botswana
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. Ecuador
30. El Salvador
31. Equatorial Guinea
32. Eritrea
33. Ethiopia
34. Fiji Islands, Rep. of the
35. Gabon
36. Gambia
37. Georgia
38. Ghana
39. Grenada
40. Guatemala
41. Guinea
42. Guinea-Bissau
43. Guyana
44. Haiti
45. Honduras
46. India
47. Indonesia
48. Jamaica
49. Kazakhstan
50. Kenya
51. Kiribati
52. Kyrgyzstan
53. Lao People's Dem. Rep.
54. Lesotho
55. Liberia
56. Madagascar
57. Malawi
58. Maldives
59. Mali
60. Mauritania
61. Mauritius
62. Moldova, Rep. of
63. Mongolia
64. Mozambique
65. Myanmar
66. Namibia
67. Nauru
68. Nepal
69. Nicaragua
70. Niger
71. Nigeria
72. Pakistan
73. Palau
74. Papua New Guinea
75. Rwanda
76. Saint Kitts and Nevis
77. Saint Lucia
78. Saint Vincent & the Grenadines
79. Samoa
80. São Tomé and Príncipe
81. Senegal
82. Seychelles
83. Sierra Leone
84. Solomon Islands
85. Somalia
86. South Africa
87. South Sudan
88. Sri Lanka
89. Sudan
90. Suriname
91. Swaziland
92. Syrian Arab Republic
93. Tajikistan
94. Tanzania, U. Rep. of
95. Thailand
96. Timor-Leste
97. Togo
98. Tonga
99. Trinidad and Tobago
100. Turkmenistan
101. Turks and Caicos
102. Tuvalu
103. Uganda
104. Uzbekistan
105. Vanuatu
106. Vietnam
107. Yemen
108. Zambia
109. Zimbabwe