

## LICENSE AND TECHNOLOGY TRANSFER AGREEMENT

This License And Technology Transfer Agreement is made and entered into on this 20<sup>th</sup> day of November, 2015 (**Effective Date**) by and between:

- (1) **Bristol-Myers Squibb Company**, a Delaware corporation, with offices at 345 Park Avenue, New York, New York, U.S.A. (**BMS**); and
- (2) **Medicines Patent Pool**, a non-profit foundation registered under the laws of Switzerland, and having a principle place of business at Chemin Louis-Dunant 17, Geneva 1202, Switzerland (the **MPP**)

BMS and the MPP are each referred to in this License Agreement as a **Party**. BMS and the MPP are collectively referred to in this License Agreement as the **Parties**.

### Preliminary Statements

The Parties recognize that the Hepatitis C Virus (**HCV**) constitutes a serious health crisis and are entering into this License Agreement as part of a humanitarian endeavor with the aim of increasing effective access to, and the use of the Licensed Compound (as defined below) in the Territory (as defined below). In keeping with the purpose of this License Agreement, the MPP understands and acknowledges that the license granted hereunder with respect to the Licensed Compound and Licensed Products (both as defined below) are to be made only for use in, and for the benefit of patients in, the Territory on the terms set out in this License Agreement. In the spirit of this License Agreement, the MPP will make every effort to ensure that adequate quantities of the Licensed Compound and of all formulations and strengths of the Licensed Products are made available to meet the needs of patients in the Territory. In addition, it is the spirit and purpose of this License Agreement to enable low-cost, affordable therapies in the face of HCV, and it is expected that the MPP will abide by the terms and conditions of the License Agreement to ensure low-cost and affordable access to the Licensed Compound and/or Licensed Products in the Territory.

### Whereas

- (A) MPP is a non-profit organization with a mission to improve the health of people living in the developing world by increasing access to quality, safe, efficacious and affordable HIV, HCV and tuberculosis medicines by facilitating access to intellectual property on these medicines.
- (B) BMS owns and/or Controls (as defined below) the Licensed Patents Rights and Licensed Manufacturing Know-How (both, as defined below) with respect to the Licensed Compound and the Licensed Products with respect to the Territory.
- (C) The MPP desires to obtain a license from BMS on these Licensed Patent Rights and Licensed Manufacturing Know-How rights as set out in this License Agreement and BMS desires to grant such license to the MPP, all on the terms and conditions set out in this License Agreement, solely to allow the MPP to grant sublicenses to various manufacturers of pharmaceutical products that would be interested in obtaining such a sublicense, in order to promote access to the Licensed Compound and the Licensed Products in the Territory;
- (D) The Parties desire to provide for certain technology transfer arrangements as set out in this License Agreement to assist with the transfer to Sublicensees (as defined below) of the Licensed Manufacturing Know-How related to the Licensed Compound and the Licensed Products.

**Now, therefore**, in consideration of the foregoing and the mutual agreements set out in this License Agreement, the Parties agree as follows.

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## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

For the purposes of this License Agreement, the following definitions shall apply:

**Affiliate**, of a Person, means any Person which, directly or indirectly, is controlled by, controls or is under common control with such Person. For the purposes of this definition, the term **control** as used with respect to a Person shall mean the possession, directly or indirectly, of the power to direct, or cause the direction of, the management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

**BMS Sole Inventions** has the meaning given in Section 8.1(a).

**Business Day** means a day other than Saturday, Sunday or any day on which commercial banks located in New York, New York, U.S.A. are authorized or obligated by law to remain closed.

**Combination Product** means a formulated and finished pharmaceutical product containing the Licensed Compound or the Licensed Products in combination with any other active pharmaceutical ingredient, including any co-formulation, co-packaged product, bundled product or other type of combination product.

**Commercialization** or **Commercialize** means activities directed at obtaining regulatory, pricing and reimbursement approvals, marketing, promoting, distributing, importing or otherwise selling a Licensed Product.

**Confidential Information** means all trade secrets, processes, formulae, data, know-how, improvements, inventions, chemical or biological materials, techniques, marketing plans, strategies, customer lists, or other information that has been created, discovered, or developed by a Party or any of its Affiliates, or has otherwise become known to a Party or any of its Affiliates, as well as any other information and materials that are deemed confidential or proprietary to or by a Party or any of its Affiliates (including all information and materials of a Party's (or its Affiliates') customers and any other Third Party and their consultants), regardless of whether any of the foregoing are marked "confidential" or "proprietary" or communicated to the other by the disclosing Party in oral, written, graphic or electronic form. Confidential Information will include the Licensed Manufacturing Know-How.

**Controlled** or **Controls**, when used in relation to intellectual property, will mean the legal authority or right of a Party (or any of its Affiliates) to grant a license or sublicense of intellectual property rights to another Party, or to otherwise disclose proprietary or trade secret information to such other Party, without breaching the terms of any agreement with a Third Party, infringing upon the intellectual property rights of a Third Party, or misappropriating the proprietary or trade secret information of a Third Party.

**Development** and **Develop** means non-clinical and clinical drug development activities reasonably related to the development and submission of information to a Regulatory Authority, including toxicology, pharmacology and other discovery efforts, test method development and stability testing, process development, formulation development, delivery system development, quality assurance and quality control development, statistical analysis, clinical studies (including pre- and post-approval studies and specifically excluding regulatory activities directed to obtaining pricing and reimbursement approvals).

**Effective Date** has the meaning set forth in the preamble hereto.

**Field** means with respect to the Licensed Compound and/or Licensed Product use that is consistent with the label approved by the U. S. Food and Drug Administration or the applicable foreign Regulatory Authority in the country of sale within the Territory for use of such Licensed Compound or Licensed Product, including the use of the Licensed Product for treatment of HCV.

**HCV** has the meaning set forth in the preamble hereto.

**License Agreement** means this License and Technology Transfer Agreement, together with all attached Schedules, as the same may be amended or supplemented from time to time.

**Licensed Compound** means the compound listed in Schedule A.

**Licensed Manufacturing Know-How** means all technical information and know-how known to, owned or Controlled by BMS or its Affiliates as of the Effective Date (including all manufacturing data, the percentages and specifications of ingredients, the manufacturing process, specifications, assays, quality control and testing procedures) that is identified by BMS, in its good faith judgment, as primarily and directly relating to, and reasonably necessary for, the making of the Licensed Compound and/or Licensed Products in the same manner that such Licensed Compounds and/or Licensed Products have been made by or for BMS as of the Effective Date.

**Licensed Patent Rights** means:

- (a) the patents and patent applications owned or Controlled by BMS in the Territory related to the Licensed Compound or Licensed Product, including those listed on Schedule B;
- (b) any continuation, continuation-in-part (but only to the extent that such application includes new data in support of claims previously submitted in a prior originally filed application), divisional, and continued-prosecution applications of any patent applications included in paragraph (a); and
- (c) any patents issuing from any patent applications included in the paragraphs (a) and (b),

in each case, including any renewals, extensions, patents of addition, supplementary protection certificates, revivals, re-examinations, and reissues thereof.

**Licensed Products** means any human pharmaceutical products produced under license from MPP and/or BMS in the Field and containing the Licensed Compound as one of its active ingredients (or as its sole active ingredient), in finished form or in such other forms, presentations, doses and formulations.

**Non-Territory Patent Rights** means:

- (a) the patents and patent applications of BMS outside of the Territory related to the Licensed Compound and Licensed Product, including those listed on Schedule C;
- (b) any continuation, continuation-in-part (but only to the extent that such application includes new data in support of claims previously submitted in a prior originally filed application), divisional, and continued-prosecution applications of any patent applications included in paragraph (a); and
- (c) any patents issuing from any patent applications included in the paragraphs (a) and (b),

in each case, including any renewals, extensions, patents of addition, supplementary protection certificates, revivals, re-examinations, and reissues thereof.

**Person** means any individual, firm, corporation, partnership, limited liability company, trust, business trust, joint venture, governmental authority, association or other entity or other form of business organization.

**Product Trademark** means the trademark set out in Schedule E.

**Regulatory Authority** means any national or supranational governmental authority that has responsibility in the Territory over the Development and/or Commercialization of the Licensed Compound and Licensed Products.

**Sanctions** shall have the meaning given in the definition of “Sanctions Target”.

**Sanctions Authorities** shall have the meaning given in the definition of “Sanctions Target”.

**Sanctions Target** shall mean an individual or entity that is, or is owned or controlled by one or more individuals or entities that are: (i) the target of any sanctions administered or enforced by the U.S. Department of Treasury’s Office of Foreign Assets Control (**OFAC**), the U.S. Department of State, the European Union or its Member States or another sanctions authority with jurisdiction over any Party (together, the **Sanctions Authorities**) (collectively **Sanctions**); or (ii) located, organized or resident in a country or territory that is the target of country-wide or territory-wide Sanctions or (iii) listed on OFAC’s Consolidated Sanctions List or any equivalent list of parties designated by the European Union.

**Sublicense Agreement** has the meaning given to it in Section 2.3(a).

**Sublicensee** has the meaning given to it in Section 2.

**Sublicensee Sole Invention** has the meaning given to it in Section 8.1(b)

**Technical Transfer Package** has the meaning given to in Section 3.2.

**Territory** means the countries listed in Schedule D and such other or different countries as the Parties may agree in writing.

**Third Party** means any Person other than BMS and the MPP and their respective Affiliates.

## 1.2 Interpretation

In this License Agreement:

- (a) Section headings are for convenience only and are not intended to affect the interpretation of this License Agreement;
- (b) where any word or phrase has a defined meaning, any other form of that word or phrase has a corresponding meaning;
- (c) words in the singular include the plural and vice versa;
- (d) any reference to “includes” or “including” are to be construed as indicative and non-exhaustive lists;
- (e) unless otherwise specified or prevented by applicable laws, reference to “writing” includes faxes, email, letters, digital signatures or certificates or any other legible form of writing;

- (f) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (g) whenever this License Agreement refers to a number of days, unless otherwise specified, such number shall refer to calendar days; and
- (h) except to the extent expressly specified to the contrary, in the event of any inconsistency between any clause, any attachment or other document incorporated by reference, the clauses override the attachments, and the attachments override any other incorporated documents incorporated by reference, to the extent of any inconsistency.

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## **2. LICENSE GRANT**

### **2.1 Licensed Patent Rights and Licensed Manufacturing Know-How**

- (a) Upon the terms and subject to the conditions set out in this License Agreement, BMS hereby grants to the MPP, and the MPP hereby accepts, a non-exclusive, royalty-free, non-transferable license, with the right to grant sublicenses under the Licensed Patent Rights and the Licensed Manufacturing Know-How to make or have made, use, offer for sale, sell, have sold, export or import the Licensed Compound and Licensed Products anywhere in the world exclusively for ultimate use in the Field in the Territory.
- (b) The license granted to MPP under this Section 2.1 is granted solely for the purpose of enabling MPP to grant sublicenses to Sublicensees subject to the terms and conditions of the Sublicense Agreements. MPP will not have any right to practice the license granted under this Section 2.1 or otherwise exploit the Licensed Patent Rights and Licensed Manufacturing Know-How for any other purpose.

### **2.2 Term of license grant**

The license granted to the MPP in Section 2.1 with respect to Licensed Patent Rights will expire upon the expiration of the last-to-expire of the Licensed Patent Rights that are granted and in force in that particular country, unless where terminated earlier in accordance with Section 12. Following the expiration of such licenses in the Territory, the licenses granted in Section 2.1 with respect to Licensed Manufacturing Know-How will be fully paid-up and perpetual.

### **2.3 Sublicenses**

- (a) The Parties intend that MPP will identify potential manufacturers of pharmaceutical products with a view to enter into sublicense agreements pursuant to which MPP shall grant such manufacturers (each such manufacturer referred to as a Sublicensee) a sublicense under the license granted by BMS to MPP in Section 2.1 according to the terms of a sublicense agreement to be entered into substantially in the form attached as Schedule G to this Agreement (each such executed sublicense agreement a Sublicense Agreement).
- (b) Any Sublicense Agreement will be entered into subject to the following:
  - (i) it will refer to this Agreement and will be subject to and subordinate to this Agreement;
  - (ii) the Sublicensee will confirm in writing that it has reviewed the terms and conditions of this Agreement and agree to not perform any acts or omissions that would place MPP in breach of this Agreement;

- (iii) the sublicense rights granted to each Sublicensee will be non-sublicensable and non-transferable except as expressly provided under the Sublicense Agreement;
  - (iv) each Sublicensee will be entitled to make, have made, offer for sale, have sold, export or import the Licensed Compound, whether inside or outside of the Territory, solely for the manufacture of Licensed Products by BMS or BMS' authorized licensees, exclusively for use in the Field in the Territory;
  - (v) a Sublicensee will be entitled to offer for sale, sell, have sold the Licensed Products to customers outside of the Territory solely to the extent that such Licensed Products will be exclusively used in the Field in the Territory;
  - (vi) BMS will be a party to the Sublicense Agreement; and
  - (vii) before entering into a Sublicense Agreement, BMS and MPP will perform a due diligence of the proposed Sublicensee in order to ensure compliance with applicable laws relating to corruption (including anti-bribery laws and the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010); and relevant national and international quality and good manufacturing practices. No Sublicense Agreement may be entered into before the satisfactory completion of such due diligence by BMS and MPP.
- (c) MPP will procure that:
- (i) each Sublicensee has demonstrated capability to manufacture the presentations and strengths of the Licensed Products it intends on manufacturing;
  - (ii) all of the presentations and strengths of the Licensed Products listed in Schedule A will be manufactured by the Sublicensees in sufficient quantities to meet the projected aggregate demand in the Territory as soon as possible but not exceeding a period of 42 months from the Effective Date.
- (d) MPP will coordinate execution of the Sublicense Agreement between BMS, MPP and Sublicensee.
- (e) MPP will not modify the terms and conditions of any Sublicense Agreement (as attached as Schedule G) without BMS's prior written consent.
- (f) MPP will remain jointly and severally liable with any Sublicensee for any failure by any Sublicensee to perform or observe the terms and conditions of this Agreement or a Sublicense Agreement.
- (g) If MPP becomes aware of any act or omission of a Sublicensee which constitutes a breach of the relevant Sublicense Agreement, MPP will:
- (i) if the breach is capable of correction and does not give rise to an immediate right of termination under the Sublicense Agreement, direct the relevant Sublicensee in writing to cure the breach, with a copy of that writing to BMS; and
  - (ii) if the breach remains uncured at the end of the specified period, or if there are otherwise grounds for termination under the Sublicense Agreement, and in each case if so requested by BMS, procure the termination of the relevant Sublicense Agreement in accordance with its terms.

- (h) MPP agrees that it will not grant sublicenses to entities other than Sublicensees, and/or other than in the form of a Sublicense Agreement. Any purported sublicense not entered into in compliance with the foregoing will be null and void and without effect.
- (i) The Sublicense Agreements will not prohibit the Sublicensees from manufacturing and selling the Licensed Compound and Licensed Products in combination with other active pharmaceutical ingredients in the Territory, provided in each case that:
  - (i) the Sublicensees have the legal right to manufacture and sell such other active pharmaceutical ingredients in the applicable country within the Territory;
  - (ii) such manufacture and sale is in accordance with the licenses granted in this License Agreement; and
  - (iii) BMS will not provide MPP or its Sublicensees with any representations, warranties or other assurances about Combination Products that include the Licensed Compound or the Licensed Products, including with respect to patents owned by third parties.

#### **2.4 Scope of the License and Sublicense Agreements**

- (a) Under the Sublicense Agreements, the Sublicensee shall be entitled to make or have made offer for sale, sell, have sold, export or import the Licensed Compound, whether inside or outside of the Territory, solely for the manufacture of Licensed Products exclusively for use in the Field in the Territory, or upon request by BMS, to BMS's authorized licensees.
- (b) Under the Sublicense Agreements, the Sublicensees shall be entitled to offer for, sale, sell, have sold the Licensed Products for or to customers outside of the Territory solely to the extent that such Licensed Products will be exclusively Commercialized in the Field in the Territory.
- (c) Nothing in the Sublicense Agreements will prohibit the Sublicensee from manufacturing and Commercializing a Combination Product in the Territory, provided in each case that:
  - (i) the Sublicensee has the legal right to manufacture and sell such other active pharmaceutical ingredients in the applicable country within the Territory;
  - (ii) such manufacture and sale is in accordance with the licenses granted in this License Agreement and the Sublicense Agreement; and
  - (iii) BMS does not provide the Sublicensee with any representations, warranties or other assurances about Combination Products that include the Licensed Compound or the Licensed Products, including with respect to patents owned by third parties.

#### **2.5 No trademark license**

- (a) No right or license, express or implied, is granted to the MPP or the Sublicensees either under this License Agreement or the Sublicense Agreement to use the Product Trademark or any trademark, trade name, logo, trade dress or service mark owned or Controlled by BMS or any of its Affiliates.

- (b) The MPP, at its sole cost and expense, will be responsible for the selection, registration and maintenance of all trademarks and trade dress which it employs in connection with its activities conducted pursuant to this License Agreement and will own and control such trademarks and trade dress.
- (c) Notwithstanding the foregoing, the MPP and its Sublicensees will not use the Product Trademark or any trademark or trade dress or product marking used by BMS or any of its Affiliates or licensees in any manner or any trademark or trade dress that is confusingly similar to the Product Trademark or any trademark or trade dress used by BMS or any of its Affiliates.
- (d) The MPP will require that its Sublicensees cause the color, markings and, with respect to Licensed Products in tablet form, shape of each Licensed Product to be distinctive from the BMS Product.
- (e) The MPP will require that its Sublicensees obtain the prior written approval, such approval not to be unreasonably withheld, of BMS for the MPP's or the Sublicensee's proposed trademark, trade dress or product markings or the color or shape of the Licensed Product. BMS will endeavor to provide its consent within sixty (60) Business Days of the Sublicensee's request, provided that if BMS does not provide any response within this sixty (60) Business Day period, the consent will be deemed to have been provided by BMS. If BMS reasonably objects to such request within the foregoing time-period, the Parties shall discuss in good faith BMS's concerns and the Sublicensee will agree to make such modifications to the Sublicensee's proposed trademark, trade dress or product markings or the color or shape of the Licensed Product, as are necessary to address BMS's concerns.

## **2.6 No implied license**

No license or other right is or will be created or granted under this License Agreement by implication, estoppels or otherwise. All licenses and rights are or will be granted only as expressly provided in this License Agreement.

## **2.7 Retained rights**

- (a) All rights not expressly granted under this License Agreement are reserved by BMS and may be used by BMS for any purpose.
- (b) Without limiting the foregoing, BMS retains any and all rights under the Licensed Patent Rights and Licensed Manufacturing Know-How to make, have made, use, offer for sale, sell, have sold, export or import:
  - (i) the Licensed Compound and the Licensed Products, including any Combination Products, for any use whether within or outside the Territory and whether within or outside the Field; and
  - (ii) compounds covered by one or more claims in the Licensed Patent Rights other than the Licensed Compound for any use.
- (c) BMS also expressly reserves and retains the right to make or have made, and use, the Licensed Compound and the Licensed Products for any internal research purpose.

## **2.8 Product diversion**

- (a) The MPP acknowledges that the license to use and sell the Licensed Compound and Licensed Products granted under Section 2.1 is granted solely under and with respect to



Licensed Patents Rights and Licensed Manufacturing Know-How for the purposes of supplying Licensed Products in the Field in the Territory.

- (b) Nothing in this License Agreement will be construed as granting the MPP or a Sublicensee any rights under any patents, know-how or otherwise to use or sell the Licensed Compound or any Licensed Product for ultimate use outside of the Field and/or outside of the Territory.
- (c) For the avoidance of doubt, it would not be a breach of the Agreement for the MPP or its Sublicensees to, Develop, seek regulatory approval for, manufacture or use the Licensed Compounds and Licensed Product (in or outside of the Territory) for Commercialization of such Licensed Compounds or Licensed Product outside Territory where such Commercialization does not (i) infringe Licensed Patent Rights and Non-Territory Patent Rights; and (ii) rely on the Licensed Manufacturing Know-How provided by BMS. For the purposes of this provision, "to infringe" will mean the infringement of a patent in force, or any other activities that are prohibited under applicable laws in relation to Licensed Patent Rights and Non-Territory Patent Rights.

## 2.9 OFAC Licenses

- (a) MPP represents that neither MPP nor, to the knowledge of MPP, any Affiliate, director, officer, or employee of MPP, is a Sanctions Target.
- (b) MPP agrees that it will not, with respect to the licensed intellectual property (including the Licensed Manufacturing Know-how), Licensed Compound and Licensed Products, engage in any transactions or dealings with or involving a Sanctions Target or a country or territory that is the target of US or EU country –wide or territory-wide Sanctions absent a license or other authorization from the relevant governmental authority, should such a license or other authorization be required. MPP shall convey such license or other authorization, if required and obtained to BMS prior to any such transactions or dealings.

MPP also agrees that prior to, directly or indirectly,

- (i) making any Licensed Compound or any Licensed Product available to, or contracting for Product manufacture with, any Sanctions Target; or
- (ii) making any Licensed Compound or any Licensed Product available to, or contracting for Product manufacture in, a country or territory that is the target of country-wide or territory-wide Sanctions;

it will obtain a license or other authorization, if required, either directly from the relevant government authority or cooperate with BMS to obtain such a license or other authorization in each case to permit MPP, its Sublicensees and BMS (as the ultimate licensor of the Licensed Product) to engage in transactions with a Sanctions Target or involving a country or territory that is the target of country-wide or territory-wide Sanctions; and

in the event that performance of the License Agreement or any Sublicense Agreement by the MPP or its Sublicensees would (or might) in the reasonable opinion of BMS, breach, or expose BMS to potential liability under, any Sanctions or export control regime or any other similar laws of any jurisdiction (whether or not such Sanctions, controls or laws were in existence at the date

of this Agreement and whether or not there have been any other changes in circumstance from those that existed at the date of this License Agreement or any Sublicense Agreement), BMS shall be entitled to immediately request that the MPP or its Sublicensees cease all shipments of Licensed Compound or Licensed Product into any country or territory that is the target of countrywide or territory-wide Sanctions, or if the Licensed Compound or Licensed Product is still within the custody and control of MPP, its Sublicensees or its respective agents or representatives to use its best efforts to remove such Licensed Compound or Licensed Product from any country or territory that is the target of countrywide or territory-wide Sanctions, or suspending the operation of such provisions of the License Agreement or relevant Sublicense Agreement(s) (including any supply provisions) which require or permit performance by any party where, in the reasonable opinion of BMS, such performance would result in a breach of, or expose BMS to potential liability under, any such Sanctions, controls or laws until, in the reasonable discretion of BMS, such time as all necessary approvals or licenses have been obtained to enable the License Agreement to continue in a lawful and compliant manner and without exposure to liability for BMS and, notwithstanding any provision of the License Agreement or any providing of the Sublicense Agreement(s), BMS shall not be obliged to pay any compensation to the other party or otherwise indemnify the other party in respect of any losses or costs which that other party may suffer or incur as a result of such suspension and/or termination.

#### **2.10 Limitation on MPP's rights to assign**

MPP acknowledges that BMS has carefully selected MPP to participate in the arrangements contemplated in this Agreement. It is intended that BMS should not be obligated to participate in such arrangements with a party not of its choosing. Accordingly, this Agreement includes limitations on the right of MPP to sublicense to Third Parties, assign and delegate its rights and obligations under this Agreement without the consent of BMS.

#### **2.11 BMS Affiliates**

BMS is entering into this License Agreement for itself and its Affiliates. MPP agrees that BMS may enforce its rights, and perform its obligations, under this License Agreement or the Sublicense Agreements through one or more of its Affiliates.

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### **3. TECHNICAL ASSISTANCE**

#### **3.1 Documentation**

- (a) BMS will provide the MPP with one copy of all documents, data (including, but not limited to clinical data) or other information Controlled by BMS to the extent that such documents, data and information are the subject of the Licensed Manufacturing Know-How, and information reasonably necessary for the registration of the Licensed Compound or a Licensed Product that is reasonably available to BMS without undue searching, provided however that the foregoing will in no event require BMS to provide copies of laboratory notebooks or manufacturing run records required to be maintained by BMS under applicable law. BMS will further provide the MPP and its Sublicensees with regulatory exclusivity waivers, as applicable, to the extent required by the Regulatory Authorities for national registration in the Territory of the Licensed Products. BMS shall not be responsible for the performance of additional studies or

submission of additional data for the grant of the regulatory approval of a Licensed Product in the Territory.

- (b) Such documentation will not be used by the MPP or any of its Sublicensees for any purpose other than the manufacture and registration of the Licensed Compound and Licensed Products in accordance with this License Agreement and is Confidential Information of BMS. For the sake of clarity, each Sublicensee shall be obligated to seek regulatory approvals within the Territory for the Licensed Product, and maintain its own regulatory documentation, provided, that if BMS has provided documentation to the Sublicensee that the Sublicensee shall leverage such documentation as it maintains its own regulatory documentation. Each Sublicensee will assume full responsibility and liability to BMS for any unauthorized use or disclosure of such Confidential Information.
- (c) BMS will be responsible for the cost of providing one set of electronic copies only. BMS will respond to reasonable requests from the MPP or its Sublicensees for clarification on the information provided under this Section 3.1(c), where responses to such requests are, in BMS' good faith judgment reasonably necessary for the manufacture and registration (in the manner previously manufactured by or for BMS) of the Licensed Compound or a Licensed Product.
- (d) Any and all such materials delivered to the MPP pursuant to this Section 3 are and will remain the sole property of BMS. BMS represents and warrants that the information provided to MPP pursuant to this Section 3 will be true, to the best of BMS's knowledge, as of the date of such documentation.

### **3.2 Technical Transfer Package**

- (a) MPP will require the Sublicensees to accept the technical transfer package set out in Schedule F (the **Technical Transfer Package**) relating to the Licensed Manufacturing Know-How.
- (b) Each Sublicensee will evaluate the contents of the Technical Transfer Package with a view to taking a technical decision whether or not to use such contents in the manufacture of the Licensed Compound and Licensed Products. Irrespective of its decision whether to use the Technical Transfer Package or not, the Sublicensee should be in a position to make or have made generic equivalents of the Licensed Compound and the Licensed Products. In the event that it is alleged that the Sublicensee relied on the Licensed Manufacturing Know-How in breach of its obligations under this Sublicense Agreement or for purposes not contemplated in this Sublicense Agreement, the defenses set out in Section 10.1(b) will be available to the Sublicensee.

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## **4. COMMERCIALIZATION**

- (a) Each Sublicensee will be responsible, at its own expense, for Commercialization of the Licensed Products in the Territory.
- (b) Each Licensed Product Commercialized by a Sublicensee under this License Agreement and a Sublicense Agreement will be marked (to the extent not prohibited by law):
  - (i) with a notice that such Licensed Product is sold under a license from BMS and MPP; and
  - (ii) with all markings and notices as may be required by applicable law, including in relation to patent and other intellectual property.

- (c) The MPP will use all reasonable efforts through its Sublicensees to provide an adequate supply of the Licensed Products (in all formulations and strengths) to meet the therapeutic needs in the Territory and will provide through the Sublicensees a strong supply network to support the distribution of the Licensed Products in the Territory. In recognition of the humanitarian objectives of this License Agreement, the MPP also will use all reasonable efforts to promote the affordable access to the Licensed Products through the Sublicensees in the Territory.

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## 5. MANUFACTURE AND SUPPLY

- (a) Each Sublicensee will be solely responsible at its expense for making or having made all of its respective requirements for the Licensed Compound and Licensed Products in conformity with all applicable specifications in the Territory and will hold all relevant authorizations and permits required by the applicable Regulatory Authority in this respect.
- (b) Each Sublicensee will use all reasonable commercial efforts to manufacture the Licensed Compound and Licensed Products for use and sale in the Territory consistent with this License Agreement and to provide a sufficient supply thereof to meet the needs in the Territory. The MPP will, upon BMS' reasonable request, make all reasonable efforts to ensure that at least one of its Sublicensees manufactures sufficient volumes in certain presentations and strengths of Licensed Products as listed in Schedule A.
- (c) In the event that BMS becomes aware of a tender that includes the Licensed Product (including for BMS' branded version of the Licensed Product and Licensed Compound) in the presentations and strengths listed in Schedule A in the Territory, BMS will promptly inform MPP and upon receipt of such information, the MPP will, upon BMS's reasonable request, request that one or more of its Sublicensees submit a good faith proposal for such tender.

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## 6. PHARMACOVIGILANCE AND QUALITY MATTERS

### 6.1 Pharmacovigilance

- (a) The MPP will require that its Sublicensees, in accordance with its standard protocols, maintain effective and reliable systems for receiving and tabulating any reports of adverse reactions to the Licensed Products and to report such information on a timely basis to the relevant regulatory authorities. The MPP will require that its Sublicensees be responsible for fulfilling all required reporting responsibilities under applicable laws and regulations within the Territory.

### 6.2 Quality

The MPPs will require its Sublicensees to manufacture the Licensed Compound and Licensed Products in a manner consistent with:

- (a) World Health Organization (WHO) pre-qualification standards, as appropriate and if applicable; or
- (b) the standards of any Stringent Regulatory Authority. For the purposes of this Section 6.2(b) a **Stringent Regulatory Authority** is defined as Regulatory Authorities which are members, observers or associates of the International Conference of Harmonization of Technical Requirements for Registration of Pharmaceuticals for Human Use, as may be updated from time to time. Where such approvals are not yet available, the MPP or

its Sublicensees will obtain temporary approval through a WHO Expert Review Panel, as appropriate and if applicable.

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## **7. REPRESENTATIONS AND WARRANTIES**

### **7.1 General**

Each Party hereby represents, covenants and warrants to the other that:

- (i) it is duly organized and validly existing under the Applicable Law of the jurisdiction of its incorporation, and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;
- (ii) it is qualified to do business and is in good standing in each jurisdiction in which it conducts business;
- (iii) it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and the Person executing this Agreement on its behalf has been duly authorized to do so by all requisite corporate action; and
- (iv) this Agreement is legally binding upon it and enforceable in accordance with its terms and the execution, delivery and performance of this Agreement by it does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any material Applicable Law;
- (v) the performance of this License Agreement by either Party does not create a breach or default under any other agreement to which it is a party;
- (vi) it will comply with all applicable laws and regulations, including all applicable anti-bribery and corruption laws (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010); and
- (vii) it will, during the Term, perform regular internal due diligence to ensure ongoing compliance with all applicable laws and the terms of this License Agreement.

### **7.2 Representations, warranties and covenants of the MPP**

The MPP represents warrants and covenants to BMS that:

- (i) the MPP will select Sublicensees that have the capability and intent to manufacture the presentations and strengths of the Licensed Products as specified in Schedule A for ensuring access to appropriate and needed HCV formulations made possible through this License Agreement;
- (ii) it will have and maintain suitable mechanisms in order to comply with all applicable laws (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act), in particular, MPP will not, directly or indirectly, offer, promise or give any financial or other advantage and or pay money or anything of value to government officials, political parties, candidates and any other person for the purposes of corruptly obtaining or retaining business; MPP will certify to BMS in writing, at the frequency requested by BMS (and at least once annually), compliance with their obligations under this Agreement (including compliance with the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010);
- (iii) all of its activities related to the use of the Licensed Patent Rights and Licensed Manufacturing Know-How and the Development and Commercialization of the Licensed Compound and Licensed Products by its Sublicensees pursuant to this License Agreement and the Sublicense Agreements will comply with all applicable legal and regulatory requirements;
- (iv) it will not engage in any activities that use the Licensed Patent Rights and/or Licensed Manufactured Know-How in a manner that is outside the scope of the license rights

granted to it under this License Agreement and that any modifications to the manufacturing process or compound technology will be undertaken at the Sublicensees' sole risk and in no event will BMS indemnify, hold harmless or defend the MPP or any Sublicensee for any such modifications; and

- (v) As between BMS and the MPP and between BMS and any Sublicensees, MPP acknowledges and agrees that BMS will have no liability whatsoever in relation to any infringement of the intellectual property rights of any Third Party arising out of the Development, manufacture and Commercialization of the Licensed Products by the its Sublicensees, except and only to the extent that the Licensed Product incorporates any BMS Licensed Manufacturing Know-How relied on by its Sublicensees in such Development, manufacture and Commercialization of the Licensed Products by the Sublicensees.

### **7.3 “AS IS” license**

- (i) Notwithstanding any other provision of this License Agreement, the MPP acknowledges and agrees that the Licensed Patent Rights and Licensed Manufacturing Know-How are licensed to MPP “as is”.
- (ii) Notwithstanding any other provision of this License Agreement, BMS makes no representation or warranty of non-infringement or any representation or warranty that the Licensed Patent Rights or Licensed Manufacturing Know-How is suitable for any purpose for which it may be used by the MPP or its Sublicensees.

### **7.4 Disclaimer**

BMS makes no representations or warranties of any kind, either express or implied, including any express or implied warranties of merchantability or fitness for a particular purpose, with respect to the licensed patent rights or licensed manufacturing know-how or any license granted by BMS under this License Agreement or any Sublicense Agreement, or with respect to any compounds or products, including any combination products that include the licensed compound or the licensed products. FURTHERMORE, NOTHING IN THIS LICENSE AGREEMENT OR THE SUBLICENSE AGREEMENT WILL BE CONSTRUED AS A REPRESENTATION OR WARRANTY THAT ANY PATENT OR OTHER PROPRIETARY RIGHTS INCLUDED IN THE LICENSED PATENT RIGHTS ARE VALID OR ENFORCEABLE OR THAT THE MPP'S OR ANY SUBLICENSEE'S USE OF THE LICENSED PATENT RIGHTS AND LICENSED MANUFACTURING KNOW-HOW CONTEMPLATED UNDER THIS LICENSE AGREEMENT OR ANY SUBLICENSE AGREEMENT DOES NOT INFRINGE ANY PATENT RIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

### **7.5 Limitation of liability**

NOTWITHSTANDING ANYTHING IN THIS LICENSE AGREEMENT. ANY SUBLICENSE AGREEMENT OR OTHERWISE, IN RECOGNITION OF THE HUMANITARIAN NATURE OF THIS LICENSE AGREEMENT AND THE SUBLICENSE AGREEMENTS AND THE LACK OF ANY ROYALTY TO BMS OR OTHER PAYMENTS TO BMS UNDER THIS LICENSE AGREEMENT AND THE SUBLICENSE AGREEMENTS, BMS WILL NOT HAVE ANY LIABILITY TO THE LICENSEE OR ITS SUBLICENSES FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES RELATED TO THIS AGREEMENT, WHETHER UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER

LEGAL OR EQUITABLE THEORY. IN PARTICULAR, AND WITHOUT LIMITING THE FOREGOING, BMS WILL HAVE NO LIABILITY IN THE EVENT THE LICENSED PATENT RIGHTS ARE INVALID OR UNENFORCEABLE, OR IN THE EVENT THE EXERCISE BY THE MPP OF ITS RIGHTS UNDER THIS LICENCE AGREEMENT OR THE EXERCISE BY ANY SUBLICONSEE OF THEIR RIGHTS UNDER THE SUBLICONSE AGREEMENTS INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

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## **8 INVENTIONS, PATENT MAINTENANCE, INFRINGEMENT**

### **8.1 Inventions**

- (a) BMS (or its Affiliates) will own the entire right, title and interest in and to any and all inventions conceived solely by its employees and agents after the Effective Date relating to the Licensed Compound or any Licensed Product, including any adaptation of any manufacturing process or proprietary drug delivery or formulation technology of BMS or its Affiliates for the production of the Licensed Compound or any Licensed Product, and any patents covering such invention (“**BMS Sole Inventions**”), subject to the license grant to the MPP set out in Section 2.
- (b) The relevant Sublicensee will own the entire right, title and interest in and to any and all inventions conceived solely by its employees and agents after the Effective Date relating to the Licensed Manufacturing and Know-How in the Field in the Territory (but only to the extent separable from BMS’ s intellectual property) (“**Sublicensee Sole Inventions**”). The relevant Sublicensee will notify MPP and BMS in writing within thirty (30) days of reducing to practice any such inventions and MPP and BMS will automatically have a non-exclusive, perpetual, worldwide, royalty-free license to use any such invention and any related intellectual property, irrespective of expiration or termination of this License Agreement. BMS may transfer or sublicense such inventions only to BMS’s own Affiliates and suppliers and for use in connection with the Licensed Compound and Licensed Product, provided that such Affiliates and suppliers utilize such Sublicensee Sole Inventions solely for the benefit of BMS or its Affiliates. Should MPP desire to sublicense any such rights to other Sublicensees in relation to the Licensed Product and Licensed Compound, the relevant Sublicensee and MPP will enter into good faith negotiations.

### **8.2 Patent maintenance and abandonment**

BMS will be responsible (at its own expense and discretion) for, and will control, the prosecution (including any interferences, reissue proceedings and reexaminations) and maintenance of all Licensed Patent Rights in the Territory.

### **8.3 Enforcement of Licensed Patent Rights**

#### **(a) Information**

In the event that MPP becomes aware of a suspected or actual breach of any Sublicense Agreement, MPP will notify BMS promptly, and following such notification, the Parties will confer.

#### **(b) Enforcement of Licensed Patent Rights**

BMS (and/or its Affiliates) will have the right but will not be obligated, to bring an infringement action at its own expense, in its own name and entirely under its own direction and control, subject to the following:

- (i) BMS, the MPP and each Sublicensee will reasonably assist each other (at their own respective expense) in any action or proceeding being prosecuted if so requested by BMS, MPP and/or each Sublicensee, and such reasonable assistance is necessary for BMS the MPP, and/or each Sublicensee to fully exercise its rights under such proceeding;
  - (ii) The MPP will have the right but will not be obligated, to participate and be represented in any such suit by its own counsel at its own expense; and
  - (iii) BMS may enter into a settlement of any such action or proceeding to restrict the scope of the Licensed Patent Rights at its sole discretion.
- (b) The Parties agree to keep the other Party reasonably informed of all such material developments in connection with any infringement proceedings and of any matters coming to such Party's attention that may materially affect the preparation, filing, prosecution, or maintenance of any Licensed Patent Rights.
  - (c) If the making, import, use, offer for sale or sale of the Licensed Compound or the Licensed Products by or on behalf of MPP or a Sublicensee infringe on the intellectual property rights of a Third Party in the Territory, MPP will be solely responsible for such infringement, and BMS will not have any obligation to defend or indemnify MPP or a Sublicensee with respect to any such claim.

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## **9 AUDIT AND REPORTS**

### **9.1 Reports**

The MPP will send to BMS within forty-five (45) calendar days following the end of each calendar quarter the number of units of Licensed Products sold by strength / formulation by country and the number of kilograms of Licensed Compound sold. The MPP shall also provide BMS with a quarterly written report setting forth each Sublicensee's (a) Licensed Products in its development pipeline, (b) status of development of each Licensed Product in development, (c) regulatory filing plan for each Licensed Product, (d) a list of countries within the Territory for which such regulatory approvals or authorizations have been obtained for any Licensed Product, (e) any rejection, withdrawal, expiration or other significant regulatory development for any Licensed Product, and (f) a description of activities performed by MPP relating to filing, obtaining, or maintaining regulatory approvals or authorizations in the Territory for the Licensed Product and/or Licensed Compound. The MPP and BMS agree to confer on a quarterly basis regarding such reports and also review development and filing status of Licensed Products.

### **9.2 Audit**

- (a) The MPP grants BMS the right, with reasonable notice, to:
  - (i) inspect and audit the performance of, and compliance with, this License Agreement and the Sublicense Agreements and applicable laws; and
  - (ii) inspect and audit all documents and other records relating to the performance of this License Agreement and the Sublicense Agreements.
- (b) Subject to execution of a confidentiality agreement with MPP, BMS will nominate an independent Third Party auditor or consultant to exercise its rights set out in this Section 9.
- (c) The MPP will cooperate with and provide all reasonable assistance to BMS its officers, employees, agents, advisors, representatives or contractors exercising their rights under this Section 9.



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## 10 NON DISCLOSURE OF CONFIDENTIAL INFORMATION

### 10.1 Non disclosure

- (a) Each Party agrees that, for so long as this License Agreement is in effect and for a period of ten (10) years thereafter, or for a period of fifteen (15) years from the Effective date, whichever is longer, a Party receiving Confidential Information of another Party (or that has received any such Confidential Information from such other Party prior to the Effective Date) will:
  - (i) maintain in confidence such Confidential Information using not less than the efforts such Party uses to maintain in confidence its own proprietary industrial information of similar kind and value;
  - (ii) not disclose such Confidential Information to any Third Party without the prior written consent of the relevant other Party, except for disclosure expressly permitted under this License Agreement; and
  - (iii) not use such Confidential Information for any purpose except those permitted by this License Agreement (it being understood that this Section (iii) will not create or imply any rights or licenses not expressly granted under Section 2 of this License Agreement).
- (b) Exceptions

The obligations under Section 10.1(a) will not apply with respect to any portion of the Confidential Information that the receiving Party can show by written evidence:

- (i) is publicly disclosed by the disclosing Party, either before or after it is disclosed to the receiving Party; or
- (ii) was known to the receiving Party or any of its Affiliates, without any obligations to keep it confidential or any restriction on its use, prior to disclosure by the disclosing Party; or
- (iii) is subsequently disclosed to the receiving Party or any of its Affiliates by a Third Party lawfully in the possession thereof and without any obligation to keep it confidential or any restriction on its use; or
- (iv) is published by a Third Party or otherwise becomes publicly available, either before or after it is disclosed to the receiving Party; or
- (v) has been independently developed by employees or contractors of the receiving Party or any of its Affiliates without the aid, application or use of Confidential Information of the disclosing Party.

### 10.2 Authorized disclosure

- (a) The receiving Party may disclose Confidential Information belonging to another Party to the extent (and only to the extent) such disclosure is reasonably necessary in the following instances:
  - (i) regulatory filings;
  - (ii) prosecuting or defending litigation;
  - (iii) complying with applicable governmental laws and regulations (including the rules and regulations of the Securities and Exchange Commission or any

national securities exchange) and with judicial process, if in the reasonable opinion of the receiving Party's counsel, such disclosure is necessary for such compliance; and

- (iv) disclosure, in connection with the performance of this License Agreement and solely on a "need-to-know basis", to Affiliates, potential collaborators (including potential co-marketing and co-promotion contractors), research collaborators, employees, consultants or agents, each of whom prior to disclosure must be bound by similar obligations of confidentiality and non-use at least equivalent in scope to those set forth in this Section 10; provided however that the receiving Party will remain responsible for any failure by any such Person who receives Confidential Information pursuant to this Section 10 to treat such Confidential Information as required under this Section 10.
- (b) If and whenever any Confidential Information is disclosed in accordance with this Section 10.2, such disclosure will not cause any such information to cease to be Confidential Information except to the extent that such disclosure results in a public disclosure of such information (otherwise than by breach of this License Agreement). Where reasonably possible, the receiving Party will notify the disclosing Party's intent to make such disclosure pursuant to this Section 10.2 sufficiently prior to making such disclosure so as to allow the disclosing Party adequate time to take whatever action it may deem appropriate to protect the confidentiality of the information.
- (c) The Parties agree that a copy of this Agreement as well as of each Sublicense Agreement may be publicly disclosed on MPP's website. Such disclosure will not constitute a breach of either Party's obligations under this Section 10.

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## 11 INDEMNITY

### 11.1 MPP indemnity

The MPP will indemnify, defend and hold harmless BMS and its Affiliates, and its and their respective officers, directors, employees, agents, licensors and their respective successors, heirs and assigns and representatives, from and against any and all claims, threatened claims, damages, losses, suits, proceedings, liabilities, costs (including reasonable legal expenses, costs of litigation and reasonable attorney's fees) or judgments, whether for money or equitable relief, of any kind from a third party (**Losses and Claims**) arising out of or relating, directly or indirectly:

- (a) any breach by the MPP of any of the provisions of this License Agreement;
- (b) any negligence or willful misconduct by or on behalf of the MPP;
- (c) any breach of a Sublicense Agreement by MPP or a Sublicensee;
- (d) the MPP's (or its Affiliates and its Sublicensees') use and practice otherwise of the Licensed Patent Rights and Licensed Manufacturing Know-How, including claims and threatened claims based on:
  - (i) any product liability, bodily injury, risk of bodily injury, death or property damage;
  - (ii) infringement or misappropriation of Third Party patents, copyrights, trademarks or other intellectual property rights; or

- (iii) the failure to comply with applicable laws related to the matters referred to in the foregoing with respect to the Licensed Compound and/or any Licensed Product.

except in any such case for Losses and Claims to the extent resulting from the gross negligence, recklessness or willful misconduct of BMS.

## **11.2 Insurance**

The MPP will require the Sublicensees to purchase and maintain appropriate insurance in order to cover its potential liabilities under the Sublicense Agreements.

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## **12 TERM AND TERMINATION**

### **12.1 Term**

This License Agreement will commence as of the Effective Date and, unless sooner terminated in accordance with the terms of this License Agreement or by mutual written consent, will expire upon the expiration of the last-to-expire of the Licensed Patent Rights.

### **12.2 Termination by any Party**

Either Party will have the right to terminate this License Agreement, at its sole discretion, upon delivery of written notice to the other Party, upon the occurrence of any of the following:

- (d) one of the other Parties becomes bankrupt, insolvent or cannot pay its debts when due;
- (a) a material breach of this License Agreement by the other Party that is not cured within ninety (90) days after written notice of such breach is given.

### **12.3 Additional termination rights**

- (a) BMS has the right to terminate this License Agreement upon delivery of written notice to MPP upon the occurrence of any of the following:
  - (i) the failure of MPP to ensure a sufficient supply of the Licensed Products in the formulations and strengths listed in Schedule A to meet substantially the needs in the Territory, other than isolated, temporary shortages of less than 90 days if such shortage is not cured (other than by means of a reallocation of Licensed Products that has the effect of creating shortage elsewhere) with 90 days after written notice to MPP by BMS;
  - (ii) the failure of MPP to comply with BMS's reasonable requests under Sections 5(b) through (c) of this License Agreement;
  - (iii) any failure by the MPP of ensuring compliance with relevant OFAC regulations under Section 2.8 of this License Agreement;
  - (iv) if in the reasonable opinion of BMS, control (through ownership or otherwise) or MPP changes;
- (b) either of BMS and MPP will have the right to terminate any Sublicense Agreement, upon delivery of written notice to the relevant Sublicensee(s) upon the occurrence of any of the following;

- (i) the occurrence of any material safety issue that BMS reasonably believes makes it inadvisable to proceed or continue with the commercialization of the Licensed Product in the Territory;
- (ii) without prejudice to Section 2.7(c), a cross-border diversion of the Licensed Compound and/or Licensed Products whereby any Sublicensee (directly or indirectly or through a Third Party, located in or out of the Territory) uses, offers for sale, sells, has sold Licensed Compound and/or Licensed Products for use in any country outside of the Territory;
- (iii) any failure by the Sublicensees to comply with the quality requirements under Section 6.2 of this License Agreement;
- (iv) the failure by the respective Sublicensee to file for registration all of the Licensed Products in the the Territory for all of the formulation and strengths listed in Schedule A within thirty (30) months of the Effective Date of each Sublicense Agreement Agreement;
- (v) the occurrence of a direct or indirect change of control of Sublicensee that has not been consented to by BMS and MPP in writing; and/or
- (vi) in the event of any serious or intentional violation of any laws and regulations or misappropriation of a Third Party's intellectual property rights by a Sublicensee anywhere in the world, which in BMS's and MPP's judgment, may reflect unfavorably on BMS, MPP, their reputation or the Licensed Products.

#### **12.4 Scope of termination**

Except as otherwise expressly provided in this License Agreement, any termination of this License Agreement pursuant to this Section 12 will be as to all Licensed Compounds and Licensed Products.

#### **12.5 Effect of termination**

- (a) Upon termination of this License Agreement other than as a result of expiration pursuant to Section 12.1 of this License Agreement all rights and licenses granted to MPP under Section 2 will terminate, and all rights, licenses and cross-references will revert to BMS and MPP will cease all use of the Licensed Patent Rights and the Licensed Manufacturing Know-How; and
- (b) the Sublicense Agreements will be automatically converted into licenses between BMS and the Sublicensees, provided that BMS reserves its rights to terminate the licenses so converted on the same ground as those having led to termination of this Agreement; and
- (c) none of the Parties will be relieved of any obligation that accrued prior to the effective date of such termination. It is understood and agreed that either party will be entitled to specific performance as a remedy to enforce the provisions of this Section 12.5, in addition to any other remedy to which it may be entitled by applicable law; and

Termination of this License Agreement or a Sublicense Agreement by BMS will not preclude BMS from claiming damages from the MPP for any breach of this License Agreement or in relation to the event having given rise to the termination, or affect any other right or remedy available to BMS.

## 12.6 Survival

The following provisions will survive termination or expiration of this License Agreement, as well as any other provisions which by their nature are intended to survive termination or expiration: Section 1 (as applicable), Sections 7.3, 7.4, 10, 11, 12.6, 12.7, 13 and 14.

## 12.7 Termination cooperation

Upon the termination or expiration of this License Agreement, the Parties will cooperate with one another to provide for an orderly wind-down of the transactions contemplated in this License Agreement.

## 12.8 Bankruptcy

The Parties agree that in the event a Party becomes a debtor under Title 11 of the U.S. Code, this License Agreement will be deemed to be, for the purposes of Section 365(n) of such title, a license to rights to “intellectual property” as defined therein. Each Party as a licensee hereunder will have the rights and elections as specified in such Title 11. Any agreements supplemental to this License Agreement will be deemed to be “agreements supplementary to” this License Agreement for the purposes of Section 365(n) of such Title 11.

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## 13 DISPUTE RESOLUTION

### 13.1 Resolution by senior executives

- (a) Except as provided in Section 13.2(h), all disputes, controversies or claims between the Parties in connection with this License Agreement, its construction, or the rights, duties or liabilities of either Party under this License Agreement (a “**Dispute**”) must be resolved pursuant to the following resolution process in this Section 13.1 and the arbitration process in Section 13.2. The parties to any such Dispute may alter or amend these procedures by agreement in writing.
- (b) To commence the resolution process, any Party may serve a notice on another Party identifying: (i) the nature of the Dispute; and (ii) the amount in Dispute.
- (c) Once notice is received, the parties must first attempt in good faith to resolve such Dispute by negotiation and consultation between themselves.
- (d) In the event that such Dispute is not resolved on an informal basis within 30 days after such notice is received, either Party may, by written notice to the other Party, refer the Dispute to BMS’s General Manager HCV, Worldwide Commercialization and to the Executive Director of the MPP (together, the **Designated Officers**) for attempted resolution by good faith negotiation.
- (e) If any such Dispute is not resolved by the Designated Officers within 30 days after the receipt of the notice referring such Dispute to the Designated Officers, then either Party may demand resolution of the Dispute by binding arbitration pursuant to Section 13.2.

### 13.2 Arbitration

Except as provided in Section 13.2(h), if any Dispute is not resolved in accordance with Section 13.1, then either Party may submit such Dispute for resolution through binding arbitration as follows:

- (a) A Party may submit such Dispute to arbitration by notifying the other Party in writing and demanding arbitration of such Dispute in accordance with this Section 13.2. Any such Dispute will be finally resolved under the Rules of Arbitration of the International Chamber of Commerce (the **ICC**), except as provided herein.

- (b) Within 30 days after receipt of such notice, the Parties will each designate in writing an arbitrator, and within thirty (30) days those arbitrators shall designate a third arbitrator to resolve the Dispute provided however that if the Parties cannot agree on an arbitrator within such thirty (30) day period, the arbitrator will be selected by the ICC. The arbitrators will be persons knowledgeable and experienced in the law concerning the subject matter of the dispute, and will not be a current or former Affiliate, employee, consultant, officer, director of either Party or a stockholder of either Party, or otherwise have any current or previous relationship with either Party or their respective Affiliates and will not be a resident or citizen of the Territory. The governing law of this License Agreement will govern any such proceedings. The language of the arbitration will be English.
- (c) Within thirty (30) days after the designation of the third arbitrator, the arbitrators and the Parties will meet, and each Party will provide to the arbitrators a written summary of all disputed issues, such Party's position on such disputed issues and such Party's proposed ruling on the merits of each such issue.
- (d) The arbitrators will set a date for a hearing, which will be no later than 30 days (or such longer period agreed in writing by the Parties) after the submission of written proposals pursuant to Section 13.2(b), for the presentation of evidence and legal argument concerning each of the issues identified by the Parties. The Parties will have the right to be represented by counsel. Except as provided in this License Agreement, the arbitration will be governed by the Rules of Arbitration of the ICC pursuant to Section 13.2(a) (the **Rules**).
- (e) The arbitrators will each use his or her best efforts to rule on each disputed issue within 30 days (or such longer period agreed in writing by the Parties) after completion of the hearing described in Section 13.2(d). The determination of the arbitrator as to the resolution of any dispute will be binding and conclusive upon all Parties. All rulings of the arbitrator will be in writing and will be delivered to the Parties except to the extent the Rules provide otherwise. Nothing contained herein will be construed to permit the arbitrator to award punitive, exemplary or any similar damages.
- (f) The attorney's fees of the Parties in any arbitration, fees of the arbitrator and costs and expenses of the arbitration will be borne by the Parties in a proportion determined by the arbitrator.
- (g) The seat of any arbitration pursuant to this Section 13.2 will be conducted in Paris, France. The parties agree that any proceeding initiated to enter or confirm any arbitration award may be entered in and enforced by any court with competent jurisdiction, including a court sitting in New York City, New York. In this respect the Parties irrevocably and unconditionally consent to the exercise of personal jurisdiction by the courts in New York in such proceedings.
- (h) The Parties acknowledge and agree that the breach by any Party of the provision of this License Agreement related to the protection of trade secrets or confidentiality would not be fully compensable by money damages and would result in irreparable harm to the other Party. Notwithstanding anything in this Section 13, each Party will have the right to seek injunctive or other equitable relief from a court of competent jurisdiction as may be necessary to avoid irreparable harm, maintain the status quo or preserve the subject matter of the arbitration, including any breach or threatened breach of Sections 10.1 and 12.5. The parties agree that any such request for injunctive or equitable relief may be brought in a court sitting in New York City, New York and the Parties irrevocably and unconditionally consent to the exercise of personal jurisdiction by the courts in New York in such proceedings.

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## 14. MISCELLANEOUS

### 14.1 Agreement management

- (a) On the Effective Date, each Party will appoint an individual as **Agreement Manager**. Each Party may update the identity of its Agreement Manager during the Term by notice in writing to the other Parties.
- (b) The Agreement Managers of each Party will meet in person or discuss via teleconference at least once a quarter during the Term to discuss performance of each Party's obligations under this License Agreement and any other matters as notified by another Party in advance of such meeting.

### 14.2 Severability

If any one or more of the provisions of this License Agreement is held to be invalid or unenforceable, the provision will be considered severed from this License Agreement and will not serve to invalidate any remaining provisions of this License Agreement. The Parties will make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering this License Agreement may be realized.

### 14.3 Notices

- 14.1.1 Any notice required or permitted to be given under this License Agreement will be in writing and will be delivered by hand or overnight courier with tracking capabilities or mailed postage prepaid by first class, registered or certified mail addressed as set forth below unless changed by notice so given:

If to BMS:

Bristol-Myers Squibb Company  
345 Park Avenue  
New York, NY 10154  
U.S.A.  
Attention: General Counsel and Corporate Secretary

with a copy to:

Bristol Myers Squibb Company  
777 Scudders Mill Road  
Plainsboro, NJ 08536  
U.S.A.  
Attention: Vice President and Assistant General Counsel, Strategic Corporate Transactions

- (ii) If to the MPP:

The Medicines Patent Pool Foundation  
Chemin Louis-Dunant 17  
Geneva 1202  
Switzerland  
Attention: General Counsel

14.1.2 Any such notice will be deemed delivered on the date received. A Party may add, delete, or change the person or address to whom notices should be sent at any time upon written notice delivered to the Party's notices in accordance with this Section 14.3.

#### **14.4 Force Majeure**

14.4.1 Neither Party will be liable for any failure to perform its obligations under this License Agreement (other than obligations to make payments of money) to the extent such performance has been delayed, interfered with or prevented by any event of Force Majeure.

14.4.2 As used in this License Agreement, **Force Majeure** means any circumstances whatsoever which are not within the reasonable control of the Party affected thereby, including an act of God, war, terrorism, insurrection, riot, strike or labor dispute, shortage of materials, fire, explosion, flood, government requisition or allocation, breakdown of damage to plant, equipment or facilities, interruption or delay in transportation, fuel supplies or electrical power, embargo, boycott, order or act of civil or military authority. The Party who declares an event of Force Majeure will give prompt notice to the other Parties of such declaration.

14.4.3 If the performance of any obligation has been delayed, interfered with or prevented by an event of Force Majeure, then the Party affected by such event will take such actions as are reasonably available to remove the event of Force Majeure or to mitigate the effect of such occurrence, except that labor disputes will be settled at the sole discretion of the Party affected thereby.

14.4.4 If an event of Force Majeure occurs, the obligations of the Parties under this License Agreement (other than the obligations to make payments of money) will be suspended during, but not longer than, the continuance of the event of Force Majeure.

#### **14.5 Assignment**

14.5.1 Neither Party may assign this License Agreement, except as specifically permitted by this Section 13.5.

14.5.2 BMS may, without the MPP's consent, assign or transfer any and all of its rights and obligations under this License Agreement to any Affiliate of BMS or to any Person (including a successor in interest or acquirer, in whole or in part, of the Licensed Product, Licensed Compound, Licensed Know How or Licensed Patents), provided that such Affiliate or Person shall assume all obligations under this License Agreement, including, without limitation, the grant of the license to the MPP pursuant to Section 2.1.

14.5.3 The MPP may not assign all or any part of its rights, or delegate all or any part of its obligations, under this License Agreement without BMS' prior written consent.

14.5.4 Any assignment or transfer in violation of the foregoing will be null and void and wholly invalid, the assignee or transferee in any such assignment or transfer will acquire no rights whatsoever, and the non-assigning non-transferring Party will not recognize, nor will it be required to recognize, such assignment or transfer.

14.5.5 Subject to the foregoing provisions of Section 15.5, this License Agreement will inure to the benefit of and be binding on the Parties' successors and assigns.

#### **14.6 Waiver and modifications**

The failure of any Party to insist on the performance of any obligation under this License Agreement will not be deemed to be a waiver of such obligation. Waiver of any breach of any



provision of this License Agreement will not be deemed to be a waiver of any other breach of such provision or any other provision on such occasion or any succeeding occasion. No waiver, modification, release or amendment of any obligation under or provision of this License Agreement will be valid or effective unless in writing and signed by all Parties.

#### **14.7 Choice of law**

This License Agreement will be governed, and will be construed in accordance with the laws of England, without regard to its conflicts of law provisions. {Note: To be reviewed by BMS Legal after other provisions have been resolved.}

#### **14.8 Publicity**

The Parties agree that neither Party will issue a press release or public announcement concerning the transactions contemplated by this License Agreement without the advance written consent of the other Parties. If either Party intends to issue a press release, it will submit a draft of such proposed press release to the other Parties at least 5 Business Days prior to the date such Party intends to issue the release and will agree to consider the comments of the other Parties to the press release. After any initial press release or public announcement is made, however, each Party may disclose to third parties or make public statements, by press release or otherwise, regarding the existence of this License Agreement, the identity of the parties, and terms, conditions and subject matter previously disclosed about the License Agreement, provided such disclosures or statements are accurate and complete with respect to the subject matter thereof and the information disclosed therein.

#### **14.9 Relationship of the Parties**

Each Party is an independent contractor under this License Agreement. Nothing contained in this License Agreement is intended or is to be construed so as to constitute BMS and the MPP as partners, agent or joint ventures. None of the Parties will have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Parties or to bind the other Parties to any contract, agreement or undertaking with any Third Party.

#### **14.10 Headings**

Headings and captions are for convenience only and are not to be used in the interpretation of this License Agreement.

#### **14.11 Entire Agreement**

This License Agreement constitutes the entire agreement between the Parties as to the subject matter of this License Agreement, and supersedes and merges all prior negotiations, representations, agreements and understandings regarding the same.

#### **14.12 Counterparts**

This License Agreement may be executed in counterparts with the same effect as if both Parties had signed the same document. All such counterparts will be deemed an original, will be construed together and will constitute one and the same instrument.

#### **14.13 Ambiguities**

Each of the Parties acknowledges and agrees that this License Agreement has been diligently reviewed by and negotiated by and between them, that in such negotiations each of them has been represented by competent counsel and that the final agreement contained in this License Agreement, including the language whereby it has been expressed, represents the joint efforts of the Parties and their counsel. Accordingly, in interpreting this License Agreement or any provision hereof, no presumption will apply against any Party as being responsible for the

wording or drafting of this License Agreement or any such provision, and ambiguities, if any, in this License Agreement will not be construed against any Party irrespective of which Party may be deemed to have authored the ambiguous provisions.

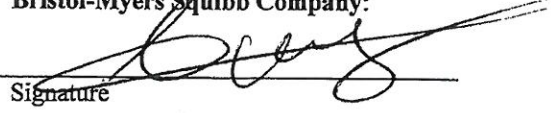
#### **14.14 Business conduct and ethics**

BMS takes seriously its compliance and ethics responsibilities and seeks to do business only with third parties who share our high standards of ethical behavior. To that end, BMS has adopted Standards of Business Conduct and Ethics for Third Parties (**3P Standards**). BMS encourages the MPP and its Sublicensees to comply with the elements of the 3P Standards that apply to them. For your reference, the 3P Standards are available at [http://www.bms.com/ourcompany/compliance\\_ethics/Pages/default.aspx](http://www.bms.com/ourcompany/compliance_ethics/Pages/default.aspx).

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IN WITNESS WHEREOF the Parties have caused this License Agreement to be executed by their respective duly authorized officers.

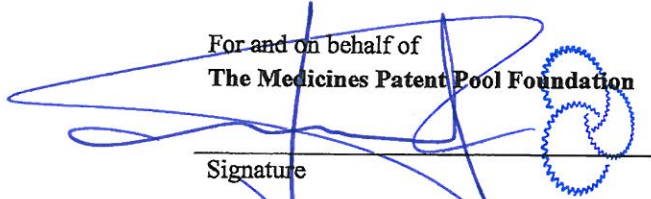
For and on behalf of  
**Bristol-Myers Squibb Company:**

  
Signature

Name: Amadou Diarra

Title: Head, Global Policy, Advocacy &  
Govt. Affairs

For and on behalf of  
**The Medicines Patent Pool Foundation**

  
Signature

Name: Mr. Greg Perry

Title: Executive Director

**Schedule A Licensed Compound, presentations and strengths**

**Licensed Compound**

**daclatasvir**

**Presentations and strengths**

30mg tablet

60 mg tablet

## Schedule B Licensed Patent Rights

The list below is accurate to the best of BMS knowledge as of the Effective Date. BMS shall update this list of the Licensed Patent Rights once a year on the request of the MPP.

### TITLE: HEPATITIS C VIRUS INHIBITORS

Country	Filing Number	Filing Date	Grant Number	Grant
India	00853/DELNP/09	09 Aug 2007		
South Africa	2009/00962	09 Aug 2007	2009/00962	24 Feb 2010

### TITLE: CRYSTALLINE FORM OF METHYL ((1S)-1-(((2S)-2-(5-(4'-((2S)-1-((2S)-2-((METHOXYCARBONYL)AMINO)-3-METHYLBUTANOYL)-2-PYRROLIDINYL)-1H-IMIDAZOL-5-YL)-4-BIPHENYLYL)-1H-IMIDAZOL-2-YL)-1-PYRROLIDINYL)CARBONYL)-2-METHYLPROPYL)CARBAMATE DIHYDROCHLORIDE SALT

Country	Filing Number	Filing Date	Grant Number	Grant
India	00806/DELNP/10	31 Jul 2008		
South Africa	2010/0843	31 Jul 2008	2010/0843	28 Apr 2011

### TITLE: PROCESS FOR SYNTHESIZING COMPOUNDS USEFUL FOR TREATING HEPATITIS C

Country	Filing Number	Filing Date	Grant Number	Grant
India	6806/DELNP/15	03 Aug 2015		
India	00854/DELNP/10	31 Jul 2008		

### TITLE: HEPATITIS C VIRUS INHIBITORS

Country	Filing Number	Filing Date	Grant Number	Grant
India	3999/CHENP/2012	02 Nov 2010		

## Schedule C      Non-Territory Patent Rights

The list below is accurate to the best of BMS knowledge as of the Effective Date. BMS has update this list of the Non-Territory Patent Rights once a year on the request of the MPP.

### TITLE: HEPATITIS C VIRUS INHIBITORS

Country	Filing Number	Filing Date	Grant Number	Grant
Argentina	P070103535	09 Aug 2007		
Australia	2007286222	09 Aug 2007	2007286222	11 Oct 2012
Austria	07800058.5	09 Aug 2007	2049522	14 May 2014
Belgium	07800058.5	09 Aug 2007	2049522	14 May 2014
Brazil	PI0716483.1	09 Aug 2007		
Bulgaria	07800058.5	09 Aug 2007	2049522	14 May 2014
Canada	2660520	09 Aug 2007	2660520	13 Jan 2015
Chile	2327/07	09 Aug 2007	49393	26 Jul 2013
China	201410607190.3	29 Oct 2014		
China	200780037723.7	09 Aug 2007	200780037723.7	03 Dec 2014
Colombia	09013323	09 Aug 2007	615	08 Mar 2013
Croatia	07800058.5	09 Aug 2007	2049522	14 May 2014
Cyprus (Republic)	07800058.5	09 Aug 2007	2049522	14 May 2014
Czech Republic	07800058.5	09 Aug 2007	2049522	14 May 2014
Denmark	07800058.5	09 Aug 2007	2049522	14 May 2014
Egypt	174/2009	09 Aug 2007		
Estonia	07800058.5	09 Aug 2007	2049522	14 May 2014
European Procedure (Patents)	07800058.5	09 Aug 2007	2049522	14 May 2014
European Procedure (Patents)	14168065.2	13 May 2014		
Finland	07800058.5	09 Aug 2007	2049522	14 May 2014
France	07800058.5	09 Aug 2007	2049522	14 May 2014
Germany	07800058.5	09 Aug 2007	2049522	14 May 2014
Greece	07800058.5	09 Aug 2007	2049522	14 May 2014
Gulf Cooperation Council	8874	11 Aug 2007		
Hong Kong	09105119.6	08 Jun 2009	1126486	15 Aug 2014
Hong Kong	15102137.3	03 Mar 2015		
Hungary	07800058.5	09 Aug 2007	2049522	14 May 2014
Iceland	07800058.5	09 Aug 2007	2049522	14 May 2014
International Procedure	PCT/US2007/075544	09 Aug 2007		
Ireland	07800058.5	09 Aug 2007	2049522	14 May 2014
Israel	196813	09 Aug 2007	196813	31 Jul 2013
Italy	07800058.5	09 Aug 2007	2049522	14 May 2014
Japan	2013-064764	26 Mar 2013	5769749	03 Jul 2015
Japan	2015-105694	25 May 2015		
Japan	2009-524736	09 Aug 2007	5235882	05 Apr 2013
Latvia	07800058.5	09 Aug 2007	2049522	14 May 2014
Lebanon	7962	09 Aug 2007	7962	12 Aug 2008
Lithuania	07800058.5	09 Aug 2007	2049522	14 May 2014
Luxembourg	07800058.5	09 Aug 2007	2049522	14 May 2014
Macao				
Macao	J/001630	07 Jan 2015	J/001630	04 Apr 2015

Malta	07800058.5	09 Aug 2007	2049522	14 May 2014
Mexico	MX/A/09/001426	09 Aug 2007	287005	30 May 2011
Monaco	07800058.5	09 Aug 2007	2049522	14 May 2014
Netherlands	07800058.5	09 Aug 2007	2049522	14 May 2014
New Zealand	574805	09 Aug 2007	574805	09 Jan 2012
Norway	20090447	09 Aug 2007		
Peru	001068/2007-OIN	09 Aug 2007	006425	26 Apr 2012
Poland	07800058.5	09 Aug 2007	2049522	14 May 2014
Portugal	07800058.5	09 Aug 2007	2049522	14 May 2014
Romania	07800058.5	09 Aug 2007	2049522	14 May 2014
Russian Federation	200900298	09 Aug 2007	015756	30 Dec 2011
Singapore	200900936.6	09 Aug 2007	150106	15 Apr 2010
Slovakia	07800058.5	09 Aug 2007	2049522	14 May 2014
Slovenia	07800058.5	09 Aug 2007	2049522	14 May 2014
South Korea / Republic of Korea	2014-7010437	18 Apr 2014	1475189	15 Dec 2014
South Korea / Republic of Korea	2009-7004970	09 Aug 2007	1450352	06 Oct 2014
Spain	07800058.5	09 Aug 2007	2049522	14 May 2014
Sweden	07800058.5	09 Aug 2007	2049522	14 May 2014
Switzerland	07800058.5	09 Aug 2007	2049522	14 May 2014
Taiwan	96129384	09 Aug 2007	1432426	01 Apr 2014
Thailand	0701003997	09 Aug 2007		
Turkey	07800058.5	09 Aug 2007	2049522	14 May 2014
United Kingdom	07800058.5	09 Aug 2007	2049522	14 May 2014
United States Of America	13/650374	12 Oct 2012	8642025	04 Feb 2014
United States Of America	14/030199	18 Sep 2013	8900566	02 Dec 2014
United States Of America	14/488990	17 Sep 2014		
United States Of America	14/934538	06 Nov 2015		
United States Of America	11/835462	08 Aug 2007	8329159	11 Dec 2012
Venezuela	2007/1726	09 Aug 2007		

**TITLE: CRYSTALLINE FORM OF METHYL ((1S)-1-(((2S)-2-(5-(4'-(2-((2S)-1-((2S)-2-((METHOXYCARBONYL)AMINO)-3-METHYLBUTANOYL)-2-PYRROLIDINYL)-1H-IMIDAZOL-5-YL)-4-BIPHENYLYL)-1H-IMIDAZOL-2-YL)-1-PYRROLIDINYL)CARBONYL)-2-METHYLPROPYL)CARBAMATE DIHYDROCHLORIDE SALT**

Country	Filing Number	Filing Date	Grant Number	Grant
Argentina	P080103486	08 Aug 2008		
Australia	2008284100	31 Jul 2008	2008284100	01 May 2014
Brazil	PI0815142.3	31 Jul 2008		
Canada	2695729	31 Jul 2008	2695729	31 Mar 2015
Chile	2354/08	08 Aug 2008	51056	18 Jun 2015
China	200880102478.8	31 Jul 2008	200880102478.8	13 Nov 2013
Colombia	10011972	31 Jul 2008		
Egypt	177/2010	31 Jul 2008		

Eurasian Procedure	201000196	31 Jul 2008	018152	30 May 2013
European Procedure (Patents)	08796938.2	31 Jul 2008	2183244	23 Jan 2013
France	08796938.2	31 Jul 2008	2183244	23 Jan 2013
Germany	08796938.2	31 Jul 2008	602008021895.3	23 Jan 2013
Gulf Cooperation Council	11478	09 Aug 2008		
Hong Kong	10110550.9	12 Nov 2010		
International Procedure	PCT/US2008/071734	31 Jul 2008		
Israel	203684	31 Jul 2008	203684	01 Apr 2015
Italy	08796938.2	31 Jul 2008	2183244	23 Jan 2013
Japan	2010-520184	31 Jul 2008	5244179	12 Apr 2013
Mexico	MX/a/2010/001368	31 Jul 2008	307552	27 Feb 2013
New Zealand	583148	31 Jul 2008	583148	08 Aug 2011
Peru	001326/2008-OIN	08 Aug 2008	6534	18 Jul 2012
Russian Federation	201000196	31 Jul 2008	018152	30 May 2013
Singapore	201000835.7	31 Jul 2008	159059	15 Apr 2011
South Korea / Republic of Korea	2010-7002658	31 Jul 2008	1508022	26 Mar 2015
Spain	08796938.2	31 Jul 2008	2183244	23 Jan 2013
Taiwan	97130412	08 Aug 2008	359813	11 Mar 2012
Thailand	0801004156	08 Aug 2008		
United Kingdom	08796938.2	31 Jul 2008	2183244	23 Jan 2013
United States Of America	12/175104	17 Jul 2008	8629171	14 Jan 2014
Venezuela	2008/1614	06 Aug 2008		

**TITLE: PROCESS FOR SYNTHESIZING COMPOUNDS USEFUL FOR TREATING HEPATITIS C**

<b>Country</b>	<b>Filing Number</b>	<b>Filing Date</b>	<b>Grant Number</b>	<b>Grant</b>
Argentina	P080103487	08 Aug 2008		
Australia	2008284097	31 Jul 2008	2008284097	26 Apr 2013
Austria	08796910.1	31 Jul 2008	2178863	24 Oct 2012
Belgium	08796910.1	31 Jul 2008	2178863	24 Oct 2012
Brazil	PI0815611.5	31 Jul 2008		
Bulgaria	08796910.1	31 Jul 2008	2178863	24 Oct 2012
Canada	2695711	31 Jul 2008	2695711	09 Sep 2014
China	200880102448.7	31 Jul 2008	200880102448.7	22 Jul 2015
Colombia	10-009492	31 Jul 2008	4039	28 Jan 2013
Croatia	08796910.1	31 Jul 2008	2178863	24 Oct 2012
Cyprus (Republic)	08796910.1	31 Jul 2008	2178863	24 Oct 2012
Czech Republic	08796910.1	31 Jul 2008	2178863	24 Oct 2012
Denmark	08796910.1	31 Jul 2008	2178863	24 Oct 2012
Estonia	08796910.1	31 Jul 2008	2178863	24 Oct 2012
Eurasian Procedure	201000300	31 Jul 2008	017173	30 Oct 2012
European Procedure (Patents)	08796910.1	31 Jul 2008	2178863	24 Oct 2012
Finland	08796910.1	31 Jul 2008	2178863	24 Oct 2012
France	08796910.1	31 Jul 2008	2178863	24 Oct 2012
Germany	08796910.1	31 Jul 2008	2178863	24 Oct 2012
Greece	08796910.1	31 Jul 2008	2178863	24 Oct 2012
Gulf Cooperation Council	11477	09 Aug 2008		
Hong Kong	10104430.8	06 May 2010		



Hungary	08796910.1	31 Jul 2008	2178863	24 Oct 2012
Iceland	08796910.1	31 Jul 2008	2178863	24 Oct 2012
International Procedure	PCT/US2008/071696	31 Jul 2008		
Ireland	08796910.1	31 Jul 2008	2178863	24 Oct 2012
Israel	203685	31 Jul 2008	203685	31 Jul 2015
Italy	08796910.1	31 Jul 2008	2178863	24 Oct 2012
Japan	2013-149167	18 Jul 2013		
Japan	2010-520174	31 Jul 2008	5324574	26 Jul 2013
Latvia	08796910.1	31 Jul 2008	2178863	24 Oct 2012
Lithuania	08796910.1	31 Jul 2008	2178863	24 Oct 2012
Luxembourg	08796910.1	31 Jul 2008	2178863	24 Oct 2012
Macao	J/001875(975)	15 Sep 2015		
Malta	08796910.1	31 Jul 2008	2178863	24 Oct 2012
Mexico	MX/A/10/001415	31 Jul 2008	290356	22 Sep 2011
Monaco	08796910.1	31 Jul 2008	2178863	24 Oct 2012
Netherlands	08796910.1	31 Jul 2008	2178863	24 Oct 2012
Norway	08796910.1	31 Jul 2008	2178863	24 Oct 2012
Poland	08796910.1	31 Jul 2008	2178863	24 Oct 2012
Portugal	08796910.1	31 Jul 2008	2178863	24 Oct 2012
Romania	08796910.1	31 Jul 2008	2178863	24 Oct 2012
Russian Federation	201000300	31 Jul 2008	017173	30 Oct 2012
Slovakia	08796910.1	31 Jul 2008	2178863	24 Oct 2012
Slovenia	08796910.1	31 Jul 2008	2178863	24 Oct 2012
South Korea / Republic of Korea	2010-7002660	31 Jul 2008	1528542	08 Jun 2015
Spain	08796910.1	31 Jul 2008	2178863	24 Oct 2012
Sweden	08796910.1	31 Jul 2008	2178863	24 Oct 2012
Switzerland	08796910.1	31 Jul 2008	2178863	24 Oct 2012
Taiwan	97130362	08 Aug 2008	1423963	21 Jan 2014
Turkey	08796910.1	31 Jul 2008	2178863	24 Oct 2012
United Kingdom	08796910.1	31 Jul 2008	2178863	24 Oct 2012
United States Of America	12/174860	17 Jul 2008	7728027	01 Jun 2010

**TITLE: HEPATITIS C VIRUS INHIBITORS**

<b>Country</b>	<b>Filing Number</b>	<b>Filing Date</b>	<b>Grant Number</b>	<b>Grant</b>
Argentina	P100104176	10 Nov 2010		
Australia	2010319764	02 Nov 2010		
Brazil	112012011134.5	02 Nov 2010		
Canada	2780790	02 Nov 2010		
China	201080061158.X	02 Nov 2010		
Colombia	12075545	02 Nov 2010	5836	01 Dec 2014
Eurasian Procedure	201270616	02 Nov 2010	021194	30 Apr 2015
European Procedure (Patents)	10774103.5	02 Nov 2010		
Hong Kong	12109225.4	20 Sep 2012		
International Procedure	PCT/US2010/055045	02 Nov 2010		
Israel	219517	02 Nov 2010		
Japan	2014-246170	04 Dec 2014		
Japan	2012-538854	02 Nov 2010		
Macao				
Mexico	MX/a/13/011736	08 Oct 2013		
Mexico	MX/A/12/005246	02 Nov 2010	326534	19 Dec 2014

Russian Federation	201270616	02 Nov 2010	021194	30 Apr 2015
South Korea / Republic of Korea	2012-7014893	02 Nov 2010		
Taiwan	104116886	26 May 2015		
Taiwan	099138750	10 Nov 2010	1501957	01 Oct 2015
United States Of America	13/956928	01 Aug 2013	9006455	14 Apr 2015


**Schedule D      Territory**





Afghanistan	Kenya	Syria
Algeria	Kiribati	Timor-Leste
Angola	Korea, Dem. Rep.	Togo
Azerbaijan	Laos	Tonga
Bangladesh	Lesotho	Tunisia
Belize	Liberia	Turkmenistan
Benin	Libya	Tuvalu
Bhutan	Madagascar	Uganda
Bolivia	Malawi	United Republic of
Botswana	Maldives	Tanzania
Burkina Faso	Mali	Uzbekistan
Burundi	Marshall Islands	Vanuatu
Cambodia	Mauritania	Vietnam
Cameroon	Mauritius	West Bank
Cape Verde	Micronesia	Yemen
Central African Republic	Mongolia	Zambia
Chad	Morocco	Zimbabwe
Comoros	Mozambique	
Congo, Democratic Republic	Myanmar	
Congo, Republic	Namibia	
Cook Islands	Nauru	
Costa Rica	Nepal	
Cote d'Ivoire	Nicaragua	
Cuba	Niger	
Djibouti	Nigeria	
Dominica	Niue	
Dominican Republic	Pacific Islands (Palau)	
Ecuador	Pakistan	
El Salvador	Panama	
Equatorial Guinea	Papua New Guinea	
Eritrea	Paraguay	
Ethiopia	Philippines	
Fiji	Rwanda	
Gabon	Samoa	
Gambia, The	Sao Tome and Principe	
Georgia	Senegal	
Ghana	Seychelles	
Grenada	Sierra Leone	
Guatemala	Solomon Islands	
Guinea	Somalia	
Guinea-Bissau	South Africa	
Guyana	South Sudan	
Haiti	Sri Lanka	
Honduras	St Lucia	
India	St Vincent and the Grenadines	
Indonesia	Sudan	
Iraq	Suriname	
Jamaica	Swaziland	





**Schedule E      Product Trademark**

(see attached list)




COUNTRY	TRADEMARK	STATUS	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
Algeria	DAKLINZA	Pending	DZ/T/2014/003836	26-Oct-2014		
Argentina	DAKLINZA	Registered	3253303	11-Jun-2013	2668159	14-Aug-2014
Australia	DAKLINZA	Registered	1561750	07-Jun-2013	1561750	07-Jun-2013
Bahrain	DAKLINZA	Pending	107406	14-Jan-2015		
Brazil	DAKLINZA	Pending	840555520	21-Jun-2013		
Canada	DAKLINZA	Published	1634529	09-Jul-2013		
Chile	DAKLINZA	Pending	1091571	22-Jan-2014		
China (People's Republic)	DAKLINZA	Registered	12741664	13-Jun-2013	12741664	27-Oct-2014
Colombia	DAKLINZA	Registered	14012270	22-Jan-2014	499868	26-Aug-2014
Egypt	DAKLINZA	Published	305083	16-Jul-2014		
European Community	DAKLINZA	Registered	011884806	10-Jun-2013	011884806	06-Nov-2013
Hong Kong	DAKLINZA	Registered	303028725	11-Jun-2014	303028725	11-Jun-2014
Iceland	DAKLINZA	Registered	1508/2014	10-Jun-2014	606/2014	01-Sep-2014
India	DAKLINZA	Pending	2545458	07-Jun-2013		
Indonesia	DAKLINZA	Pending	D002014043901	26-Sep-2014		
Israel	DAKLINZA	Pending	262368	26-Jan-2014		
Japan	DAKLINZA	Registered	2013-044073	10-Jun-2013	5627155	01-Nov-2013
Jordan	DAKLINZA	Published	137729	09-Nov-2014		
Korea, Republic of	DAKLINZA	Registered	40-2013-38722	12-Jun-2013	40-1038371	20-May-2014
Kuwait	DAKLINZA	Pending	161191	21-Dec-2014		
Lebanon	DAKLINZA	Registered	160941	30-Oct-2014	160941	30-Oct-2014
Macau	DAKLINZA	Registered	N/091923	23-Oct-2014	N/091923	12-Nov-2015
Malaysia	DAKLINZA	Pending	2014064550	26-Sep-2014		
Mexico	DAKLINZA	Registered	1382003	11-Jun-2013	1390474	15-Aug-2013





COUNTRY	TRADEMARK	STATUS	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
Morocco	DAKLINZA	Registered	163413	19-Nov-2014	163413	19-Nov-2014
New Zealand	DAKLINZA	Registered	1007511	23-Oct-2014	1007511	25-Apr-2015
Norway	DAKLINZA	Registered	201306918	10-Jun-2013	272354	23-Sep-2013
Oman	DAKLINZA	Published	91925	23-Dec-2014		
Peru	DAKLINZA	Registered	582048	14-Jul-2014	215694	17-Sep-2014
Philippines	DAKLINZA	Pending	4-2014-011826	22-Sep-2014		
Qatar	DAKLINZA	Pending	93805	21-Dec-2014		
Russian Federation	DAKLINZA	Registered	2013719399	10-Jun-2013	527642	25-Nov-2014
Saudi Arabia	DAKLINZA	Published	1436008323	08-Feb-2015		
Singapore	DAKLINZA	Registered	T1417207E	27-Oct-2014	T1417207E	13-Apr-2015
Switzerland	DAKLINZA	Registered	56858/2013	07-Jun-2013	648814	20-Sep-2013
Taiwan	DAKLINZA	Registered	102031185	14-Jun-2013	1614346	16-Dec-2013
Thailand	DAKLINZA	Pending	961609	07-Nov-2014		
Tunisia	DAKLINZA	Pending	TN/E/2014/01054	05-Nov-2015		
Turkey	DAKLINZA	Pending	2013/54821	19-Jun-2013		
United Arab Emirates	DAKLINZA	Pending	227552	22-Feb-2015		
United States of America	DAKLINZA	Allowed	85871477	08-Mar-2013		
Venezuela	DAKLINZA	Published	2014/001046	29-Jan-2014		
Vietnam	DAKLINZA	Pending	4-2014-24214	09-Oct-2014		
China (People's Republic)	DAKLINZA & BOX DESIGN 	Pending	15941289	16-Dec-2014		





COUNTRY	TRADEMARK	STATUS	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
Argentina	DAKLINZA BOX DESIGN 	Registered	3305983	30-Jan-2014	2711123	18-Feb-2015
Australia	DAKLINZA BOX DESIGN 	Registered	1602893	28-Jan-2014	1602893	28-Jan-2014
Brazil	DAKLINZA BOX DESIGN 	Pending	840779372	29-Jan-2014		
Canada	DAKLINZA BOX DESIGN 	Pending	1661411	28-Jan-2014		





COUNTRY	TRADEMARK	STATUS	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
Chile	DAKLINZA BOX DESIGN 	Registered	1092778	28-Jan-2014	1154961	09-Feb-2015
China (People's Republic)	DAKLINZA BOX DESIGN 	Pending	13993758	28-Jan-2014		
Colombia	DAKLINZA BOX DESIGN 	Registered	14018370	29-Jan-2014	500177	28-Aug-2014
Egypt	DAKLINZA BOX DESIGN 	Pending	322667	03-Sep-2015		




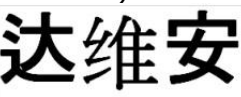



COUNTRY	TRADEMARK	STATUS	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
European Community	DAKLINZA BOX DESIGN 	Pending	012541876	28-Jan-2014		
Hong Kong	DAKLINZA BOX DESIGN 	Pending	303526713	04-Sep-2015		
Iceland	DAKLINZA BOX DESIGN 	Registered	2228/2014	20-Aug-2014	810/2014	03-Nov-2014
India	DAKLINZA BOX DESIGN 	Published	2667865	28-Jan-2014		






COUNTRY	TRADEMARK	STATUS	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
Israel	DAKLINZA BOX DESIGN 	Pending	262414	28-Jan-2014		
Japan	DAKLINZA BOX DESIGN 	Registered	2014-006043	29-Jan-2014	5683731	04-Jul-2014
Korea, Republic of	DAKLINZA BOX DESIGN 	Registered	40-2014-6528	28-Jan-2014	40-1070345	17-Nov-2014
Mexico	DAKLINZA BOX DESIGN 	Registered	1452162	29-Jan-2014	1453519	08-May-2014

COUNTRY	TRADEMARK	STATUS	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
New Zealand	DAKLINZA BOX DESIGN 	Published	1026937	03-Sep-2015		
Norway	DAKLINZA BOX DESIGN 	Registered	201401000	28-Jan-2014	275693	28-Jan-2014
Peru	DAKLINZA BOX DESIGN 	Published	632206-2015	03-Sep-2015		
Russian Federation	DAKLINZA BOX DESIGN 	Pending	2014702413	29-Jan-2014		

COUNTRY	TRADEMARK	STATUS	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
Singapore	DAKLINZA BOX DESIGN 	Pending	40201516138V	16-Sep-2015		
Switzerland	DAKLINZA BOX DESIGN 	Registered	51053/2014	28-Jan-2014	658581	14-May-2014
Taiwan	DAKLINZA BOX DESIGN 	Registered	103005624	28-Jan-2014	1659182	16-Aug-2014
Turkey	DAKLINZA BOX DESIGN 	Registered	2014/07724	30-Jan-2014	2014/07724	19-Dec-2014

COUNTRY	TRADEMARK	STATUS	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
United States of America	DAKLINZA BOX DESIGN 	Registered	86028244	04-Aug-2013	4846517	03-Nov-2015
Venezuela	DAKLINZA BOX DESIGN 	Pending	2014/001203	30-Jan-2014		
China (People's Republic)	DAKLINZA in Chinese Characters (Bai Li Ze) 	Published	15367419	18-Sep-2014		
China (People's Republic)	DAKLINZA in Chinese Characters (Da Wei An) 	Pending	15235746	27-Aug-2014		
China (People's Republic)	DAKLINZA in Chinese Characters (Da Wei An) (simsun font) 	Pending	16303414	04-Feb-2015		

COUNTRY	TRADEMARK	STATUS	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
China (People's Republic)	DAKLINZA in Chinese characters (Dai Li An) <b>戴立安</b>	Pending	15460952	08-Oct-2014		
China (People's Republic)	DAKLINZA in Chinese characters (De Er Lin) <b>德尔林</b>	Published	15460951	08-Oct-2014		
China (People's Republic)	DAKLINZA in Chinese Characters (Shi Lian Ze) <b>施联泽</b>	Published	15367418	18-Sep-2014		
Hong Kong	DAKLINZA in chinese characters (Tan Ke Gan) <b>坦克干</b>	Registered	303028734	11-Jun-2014	303028734	11-Jun-2014
Taiwan	DAKLINZA in Chinese Characters (TAN KE GAN) <b>坦克干</b>	Published	103030942	03-Jun-2014		

COUNTRY	TRADEMARK	STATUS	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
China (People's Republic)	DAKLINZA in chinese characters (Tan Ke Sha) 	Published	14511915	05-May-2014		
Russian Federation	DAKLINZA in Cyrillic 	Registered	2014700744	15-Jan-2014	545042	03-Jun-2015
Israel	DAKLINZA in Hebrew 	Pending	266652	15-Jul-2014		
Japan	DAKLINZA in Katakana (dakurainza) 	Registered	2013-057205	23-Jul-2013	5641370	10-Jan-2014
Japan	DAKLINZA in Katakana (Dakuruinza) 	Registered	2013-057204	23-Jul-2013	5641369	10-Jan-2014

**Schedule F    Technical Transfer Package**

(see attached list)



**Schedule G**  
**FORM SUBLICENSE AGREEMENT**