LENACAPAVIR LICENSE AGREEMENT

This LENACAPAVIR LICENSE AGREEMENT (the "Agreement") is made as of 24th September 2024 (the "Effective Date") by and between **Gilead Sciences Ireland UC**, an Irish unlimited liability company having its principal place of business at IDA Business & Technology Park, Carigtohill, Co. Cork, Ireland ("Gilead"), and _____ , a corporation under laws of _____, having a registered office at _____ ("Licensee"). Gilead and Licensee may each be referred to herein as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Gilead wishes to facilitate access to its proprietary compound Lenacapavir in 120 (one hundred twenty) countries, as identified in this Agreement, via certain non-exclusive licenses to Licensee with respect to the manufacture and sale of Product (defined below) incorporating Lenacapavir; and

WHEREAS, Licensee wishes to obtain such non-exclusive licenses to facilitate access to Product (defined below) incorporating Lenacapavir for individuals who would benefit medically from pre-exposure prophylaxis and treatment for heavily treatment-experienced patients in such countries, all as more fully described in this Agreement below.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable considerations, the receipt of which is hereby acknowledged, the Parties hereto mutually agree as follows:

1. Definitions

"Affiliate" shall mean, with respect to a Party to this Agreement, any corporation, limited liability company or other business entity Controlling, Controlled by or under Common Control with such Party, for so long as such relationship exists.

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

"Brand Requirements for Licensees" shall mean guidelines provided by Gilead to Licensee, pursuant to Section 5.4, concerning trademarks, product names, tablet design, vial design, packaging design, logos, and labelling to avoid consumer and market confusion as to the source of Product.

"Business Day" means means a day other than (a) a Saturday or a Sunday, (b) a bank or other public holiday in California, United States, Cork, Ireland or the country of registered seat of Licensee, (c) the Sunday through Saturday containing July 4th or (d) the period commencing on December 25th and ending on January 1st (inclusive).

"Commercially Reasonable Efforts" means, with respect to the efforts to be expended by a Party to achieve any objective, the reasonable, diligent efforts to accomplish such objective as a similarly situated party in the pharmaceutical industry would normally use to accomplish a similar objective in its own interests under similar circumstances.

"Confidential Information" shall have the meaning set forth in Section 11.1.

"Control" means: (a) to possess, directly or indirectly, the power to direct affirmatively the management and policies of such corporation, limited liability company or other business entity, whether through ownership of voting securities or by contract relating to voting rights or corporate governance; or (b) ownership of more than fifty percent (50%) of the voting stock in such corporation, limited liability company or other business entity (or such lesser percent as may be the maximum that may be owned pursuant to applicable law of the country of incorporation or domicile), as applicable; where "Controlled" and "Controlling" have the equivalent meaning and being under "Common Control" means, in respect of more than one (1) person, those persons being Controlled by the same person

"Counterfeit Product" shall mean Product or any component thereof with false representation of: (1) its identity, such as the trademark, tradename, or other identifying mark, imprint, or device, or any likeness thereof, including its packaging and labelling, its name or composition in relation to any of the ingredients including excipients and the strength of those ingredients; (2) its source, including its manufacturer, its country of manufacturing, its country of origin or its marketing authorization holder; or (3) its history, including the records and documents relating to the distribution channels used.

"Customer" shall mean a hospital, government, or alternative site of care that is located in the Territory and properly licensed under local law to receive and dispense Product and that purchases Product pursuant to a written agreement with Licensee or Licensee's Third Party Reseller requiring Customer to: (a) comply with the applicable terms of this Agreement, (b) purchase Product directly and exclusively from Licensee or Licensee's Third Party Reseller for use within the Territory, (c) not purchase or accept any such Product from any entity or person other than Licensee or Licensee's Third Party Reseller, (d) not sell Product to any entity or individual outside of the Territory, and (e) not sell Product to any entity or individual that supports use of the Product outside the Territory.

"Distributor" shall mean a third-party wholesaler or distributor that is not a Gilead Distributor and that is operating under a written agreement with Licensee for the distribution and sale of Product in the Territory.

"Diversion Event" shall mean an event where any Product is diverted to any country (or sub-jurisdictional unit specifically identified in any Agreement) outside of the applicable prescribed Territory in any manner by any Person (whether Licensee, any Affiliate of Licensee, any trading partner or Customer of the Product or other third party).

"Diverted Product" shall mean Product subject to a Diversion Event or Product detected as available to unlicensed Territories.

"EMA" shall mean the European Medicines Agency, and any successor agency thereto.

"FDA" shall mean the United States Food and Drug Administration, and any successor agency thereto.

"Field" shall mean, (i) PrEP or (ii) for treatment of human immunodeficiency virus (HIV) infection in heavily treatment-experienced patients.

"Finished Pharmaceutical Product" shall mean a formulated and finished pharamaceutical product containing Lenacapacvir as the sole active ingredient as: (a) an injectable drug product

containing 309 mg/mL Lenacapavir injection in a vial that is copackaged with device components required for dose administration in a vial kit configuration or (b) an oral tablet drug product containing 300mg of Lenacapavir.

"Gilead Distributor" shall mean any third-party distributor that is currently operating under an agreement with Gilead for the distribution and sale of Gilead Lenacapavir Product in the Territory. No more frequently than once per calendar year, upon request by Licensee, Gilead will provide Licensee with a list, which may be updated by Gilead from time to time, of the identity of any such Gilead Distributors and their authorized territory(ies) within the Territory.

"Gilead Indemnitee" shall have the meaning set forth in Section 8.1.

"Gilead Mark" shall mean any Gilead trademark, trade name, service mark, trade dress, product or package design, logo, slogan, or brand name designated by Gilead in writing pursuant to this Agreement, or otherwise used, filed, or registered by Gilead or one of its subsidiaries, affiliates, or agents anywhere throughout the world.

"Gilead Lenacapavir Product" shall mean any Gilead branded, proprietary, formulated and finished pharmaceutical product containing Lenacapavir as the sole active ingredient as: (a) an injectable drug product in a vial kit configuration containing 309 mg/mL Lenacapavir or (b) an oral tablet drug product containing 300mg of Lenacapavir.

"Gilead Supplier" shall mean, individually and collectively, Gilead's contract manufacturing organization(s) and supplier(s) for Lenacapavir and/or Gilead Lenacapavir Product (including intermediates, raw materials, components for primary and secondary packaging and components of the vial kit), as may be designated by Gilead from time to time.

"Improvements" shall have the meaning set forth in Section 2.4.

"Lenacapavir" shall mean lenacapavir, the structure of which is set out in Appendix 6.

"License Notice" shall have the meaning set forth in Appendix 4.

"Licensed Gilead Logo" shall mean the Gilead Logo identified in Section 6.5(c) and Appendix 4 herein.

"Licensed Know-How" shall mean: (a) the know-how actually transferred to Licensee pursuant to the terms of Section 5.5 and (b) any other improvements or modifications to such transferred know-how that are (i) disclosed or transferred to Licensee under this Agreement, (ii) specific to the Product (including Lenacapavir) and (iii) developed and controlled by Gilead during the term of this Agreement. Licensed Know-How specifically excludes any improvements, modifications, methods and other know-how claimed in any patent or patent application.

"Licensed Product Supplier" shall mean an entity (other than Licensee) that is licensed by Gilead to make and have made Lenacapavir throughout the world solely to use, sell, have sold and offer for sale Product in the Field in the Territory, for use in the Territory only; but in each case excluding Gilead Suppliers.

"Licensed Lenacapavir Supplier" shall mean an entity (other than Licensee) that is licensed directly or indirectly by Gilead to manufacture Lenacapavir throughout the world and sell such Lenacapavir to Licensed Product Suppliers, but in each case excluding Gilead Suppliers.

"Licensed Technology" shall mean the Patents and the Licensed Know-How.

"Marketing Authorization" means any marketing authorization, registration, license and/or approval of any regulatory authority, which are necessary for the promotion, marketing, distribution and sale, and where relevant, manufacture of Lenacapavir and/or Products in the applicable countries in the Territory.

"Monthly Report" shall have the meaning set forth in Section 4.3.

"NCE Exclusivity" shall mean five years of marketing exclusivity granted by FDA pursuant to its authority under 21 U.S.C. §§ 355(c)(3)(E)(ii) and 355(j)(5)(F)(ii), or similar regulatory exclusivity granted by the appropriate regulatory authority having jurisdiction over the Product.

"Net Sales" shall mean, with respect to a given calendar month, the total amount invoiced by Licensee for sales of Product in the Territory to third parties, less the following deductions calculated in accordance with U.S. Generally Accepted Accounting Principles (GAAP): (a) freight, insurance, packing, shipping charges, in each case as actually incurred and included as a specific line item on a bill or invoice to such third party; (b) custom duty of imported components, VAT / excise tax, sales tax, or other governmental charges upon or measured by the production, sale transportation, delivery or use of goods, in each case included as a specific line item on a bill or an invoice to such third party; (c) trade, quantity and cash discounts allowed and taken, refunds, chargebacks and any other allowances given (as determined in accordance with GAAP) and taken which effectively reduce the gross amounts billed or invoiced; in each of (a) through (c) to the extent consistently applied across all products of Licensee.

"Other License Agreement" has the meaning given to it in Section 10.6.

"Patents" (a) the patents and patent applications set forth in Appendix 2 hereto; and (b) any other patents or patent applications (and resulting patents therefrom) that are in the Territory and (i) owned and controlled by Gilead and its Affiliates during the term of this Agreement and (ii) necessary for Licensee to practice the licenses granted in Article 2 hereof, including in each of (a) and (b) solely to the extent the claims in such patents and patent applications cover the manufacture, use or sale of Lenacapavir or Product, and including any substitution, divisional, continuation, continuation in part, reissue, renewal, registration, confirmation or the like of any such patent or patent application, any extension or restoration by existing or future extension or restoration mechanism, including revalidation, reissue, re-examination or extension of any of the foregoing, and any patent term extensions, supplementary protection certificates and equivalents thereof.

"PrEP" shall mean pre-exposure prophylaxis against infection caused by the human immunodeficiency virus.

"Product" shall mean the formulated and Finished Pharmaceutical Product (i) containing Lenacapavir as its sole active pharmaceutical ingredient and (ii) that is bioequivalent to the Gilead Lenacapavir Product, and which is used in the Field.

"Target Countries" shall mean the countries set forth in Part B of Appendix 1 as may be updated from time to time.

"Territory" shall mean the countries set forth on Part A of Appendix 1 and also includes the Target Countries unless otherwise specified.

"Third Party Reseller(s)" shall mean, individually and collectively, Distributor(s) and Gilead Distributor(s).

"Voluntary Licensee Portal" shall mean the software tool designated by Gilead for Product approval applications, notices, and reports, that Licensee is required to use prior to offering Product for sale pursuant to this Agreement.

"WHO" shall mean the World Health Organization.

"WHO-PQ" means the WHO pre-qualification programme for medicinal products and vaccines.

2. License Grant

2.1 License Grant to Licensee.

(a) Patent and Licensed Know-How License. Subject to the terms and conditions of this Agreement (including but not limited to the terms of this Article 2 and Article 11.2), Gilead hereby grants to Licensee a royalty-free, non-exclusive, non-sublicensable (other than a sublicense to an Affiliate in accordance with Section 2.2 below), non-transferable license under the Patents and Licensed Know-How to:

(i) make and have made Lenacapavir or Product in the Territory, and to use Lenacapavir for the purposes of making Product, provided that Product is made solely for the purpose of Section 2.1(a)(iii);

(ii) sell or otherwise supply Lenacapavir to Licensed Product Suppliers solely the purposes of such License Product Supplier's exercise of its license from Gilead in the Territory; and

(iii) sell, have sold, and offer for sale Product in the Territory,

in each case of (i) to (iii) only for use in the Field.

(b) Trademark License. Gilead hereby grants to Licensee a royalty-free, non-exclusive, non-sublicensable (other than a sublicense to an Affiliate in accordance with Section 2.2 below), non-transferable license to use Licensed Gilead Logos in accordance with the requirements set forth in Section 6.5 and Appendix 4 herein, which license is revocable by Gilead with or without cause.

(c) Restrictions on Scope. The licenses granted in this Section 2.1 do not include, expressly or by implication, a license under any Gilead intellectual property right to manufacture, sell, promote or distribute (i) any active pharmaceutical ingredient owned or controlled by Gilead other than Lenacapavir, (ii) any product other than Product or (iii)

any Product as standalone oral medication. Licensee covenants not to use Licensed Know-How or other Confidential Information of Gilead for any purpose other than as set out in Sections 11.1 and 11.2, and pursuant to the licenses under this Sections 2.1, and, without limiting the foregoing, in no event may Licensee use any such Licensed Know-How or other Confidential Information of Gilead in support of a generic drug approval application to the FDA that includes any Paragraph IV certification (21 U.S.C. 355(j)(2)(A)(vii)(IV)). For the avoidance of doubt, failure by Licensee to comply with this Section 2.1(c)shall constitute a material breach of this Agreement for the purposes of Section 10.2.

2.2 Affiliates. Licensee may not grant sublicenses under the licenses granted in Section 2.1 except to its Affiliates, in each case, solely upon Gilead's prior written approval, not to be unreasonably withheld or delayed. Each approved sublicense will be subject to a written agreement between Licensee and the applicable Affiliate that is consistent with the terms and conditions of this Agreement. Licensee shall provide Gilead with a written copy of the proposed sublicense agreement with such Affiliate(s) at the time of requesting Gilead's approval. Licensee shall name Gilead as a third-party beneficiary in any such sublicense agreement, and accordingly Licensee shall consent and hereby does consent to Gilead's enforcement of such sublicense agreement to the extent relating to the obligations that Licensee is required hereunder to impose on its Affiliates. Licensee shall ensure that any such Affiliate complies with all the terms of this Agreement as if they were a party to this Agreement, and Licensee will be liable for the activities of such Affiliates as if such activities were performed by Licensee. All notices and copies of sublicensee agreements provided under this Section 2.2 shall be submitted into Gilead's Voluntary Licensee Portal.

2.3 Subcontractors. Subject to Article 3, Licensee may use third party subcontractors in exercising its rights under Sections 2.1(a)(i), 2.1(a)(ii) and 2.1(a)(iii) soley upon prior written notice to Gilead. Licensee will cause each subcontractor of Licensee to be bound by a written agreement that is consistent with the terms and conditions of this Agreement (including those relating to confidentiality). Licensee will conduct appropriate risk-based due diligence, including risk-based periodic renewal due diligence, to assess the capabilities, compliance, and reputation of subcontractors that it engages in accordance with this Section 2.3. Licensee shall provide Gilead with the written copies of the applicable agreement with such subcontractor(s) at the time Licenseee provides written notice of such subcontracting arranagement. Licensee shall name Gilead as a third-party beneficiary in any such subcontract agreement, and accordingly Licensee shall consent and hereby does consent to Gilead's enforcement of such subcontract agreement to the extent relating to the obligations that Licensee is required hereunder to impose on its subcontractors. Licensee shall ensure that any such subcontractor complies with all the terms of this Agreement as if they were a party to this Agreement, and Licensee will be liable for the activities of such subcontractor as if such activities were performed by Licensee. All notices and copies of agreements provided under this Section 2.3 shall be sent to Gilead's Voluntary Licensee Portal.

2.4 License Grant to Gilead.

(a) Improvements License. Licensee hereby grants to Gilead a nonexclusive, royalty-free, worldwide, sublicensable license to all improvements, methods, modifications, processes and other know-how developed by or on behalf of Licensee and relating to Lenacapavir or Product ("Improvements"), subject to the restrictions on further transfer of Licensee's technology by Gilead as set forth in Section 5.3. Licensee shall, as between Gilead and Licensee, own all such Improvements and shall, as between Licensee and Gilead, have the sole right, but not the obligation, to pursue intellectual property protection with respect to such Improvements.

2.5 Licensee Right to Sell.

(a) Lenacapavir Sales. Licensee agrees that it will not sell or offer to sell Lenacapavir to any entity other than Licensed Product Suppliers that have been approved by Gilead in accordance with Section 2.5(f).

(b) Product Sales. Licensee agrees that it will not sell, offer to sell or provide Product to any entity other than a Third Party Reseller or a direct Customer or as otherwise provided under this Agreement, sales to such entities being exclusively reserved to Gilead. Licensee agrees that neither it, nor its Affiliates, will sell, offer for sale, or permit third parties (including any Third Party Reseller or Customer) to sell or distribute Product in or to any country outside of the Territory or for any use outside the Field, such outside territories and/or fields being exclusively reserved to Gilead. Licensee agrees that it will prohibit its direct trading partners, including Third Party Resellers or Customers, from selling Product (i) to any other reseller, wholesaler or distributor, (ii) outside the Territory, or (iii) for any purpose outside the Field. If Licensee's direct trading partner is a Customer, Licensee will prohibit its Customer from reselling the Product; unsold/unused Product must be returned to Licensee.

(c) Licensee agrees that it will not sell a Product for PrEP until the earlier of Gilead obtaining a marketing approval for such Product for PrEP from (i) the FDA or (ii) the EMA.

(d) Limitations on Product Combinations. Licensee agrees that it will not make, have made, sell or offer to sell products containing Lenacapavir in the Territory: (i) in combination with other active pharmaceutical ingredients; (ii) in combination or bundled with any other product whatsoever; and / or (iii) for any purpose other than use in the Field.

(e) Terms of Agreements with Third Party Resellers.

(i) Gilead Distributors. Licensee may elect to sell Product in the Territory via a written agreement with any Gilead Distributor, provided, however, that Licensee may only sell and offer for sale Product to Gilead Distributors to sell in the Territory, and may not sell or offer for sale Product outside the Territory, and may not import Product into any country outside the Territory. Licensee shall only allow such Gilead Distributor to sell such Product to Customers in the country(ies) of the applicable Territory for which such Gilead Distributor has the right to sell Gilead Lenacapavir Product.

(ii) Third Party Resellers. Licensee shall require any Third Party Reseller to agree, in a written agreement with Licensee (i) to comply with the applicable terms of this Agreement, (ii) to provide Customer sales data, including name and address of Customer, date of transaction for Product(s), quantity and associated lot numbers and serial numbers (where applicable) sold (on a Customer by Customer basis) ("Customer Sales Data") (iii) to prohibit Third Party Resellers from selling, offering to sell, or providing Product to another reseller, wholesaler or distributor or any entity other than a Customer providing Product within the Territory and to prohibit Customer via a written agreement between the Third Party Reseller and Customer from reselling the Product and require unsold/unused Product to be returned to the Third Party Reseller, and (iv) to report to Licensee the information described in Section 4.2, and allow Licensee to provide Gilead with such information. Gilead has the right to audit, on no less than thirty (30) days' advance notice to Licensee, such records of Licensee solely to the extent necessary to verify such compliance. Gilead will bear the full cost of any such audit unless the audit reveals a

failure to comply with this Agreement. Licensee shall not enter into any agreement, arrangement, or understanding (including with respect to confidentiality) with any such third party that would hinder the exercise of Gilead's audit rights. By ensuring the most direct supply for the Product from Licensee to patients or individuals who would benefit medically from PrEP within the Territory, this section is intended to: (i) enable broad access for the Product while helping to ensure the pricing for the Product remains accessible to local patients and (ii) protect patients' safety by mitigating risks from counterfeits and substandard versions of the Product.

(f) Gilead Approval of Third-Party Reseller Agreements and Direct Customer Agreements. Licensee shall not enter into any agreements with Third Party Resellers or direct Customers on terms inconsistent with this Agreement without obtaining Gilead's prior written approval. Licensee shall notify Gilead in writing of all Third Party Resellers and any direct Customers promptly after entering into such arrangements and shall certify that its arrangement with such Third Party Reseller and/or direct Customer is consistent with the terms and conditions of this Agreement. Licensee shall provide Gilead with written copies of all agreements executed between Licensee and Third Party Resellers and Licensee and direct Customers relating to Lenacapavir or Product at the time it provides notice of such arrangements. Licensee shall name Gilead as a third-party beneficiary in any such agreements, and accordingly Licensee shall consent and hereby does consent to Gilead's enforcement of such agreements to the extent relating to the obligations that Licensee is required hereunder to impose upon Third Party Resellers and direct Customers. Licensee shall be allowed to redact confidential financial terms from such agreements prior to sharing them with Gilead. Gilead shall have the right to review all such agreements to verify consistency with the terms and conditions of this Agreement. In the event that any inconsistency is found between any such agreement and the terms and conditions of this Agreement which had not been specifically discussed and agreed with Gilead, then Gilead shall have the right to require Licensee to amend or terminate such agreement and upon notice from Gilead to such effect, Licensee shall immediately terminate such agreement. All notices and copies of agreements provided under this Section 2.5(f) shall be sent to Gilead's Voluntary Licensee Portal.

(g) Termination of Third Party Reseller and Direct Customer Agreements by Licensee. Licensee shall immediately terminate its agreement(s) with a Third Party Reseller or direct Customer in the event that Gilead believes in good faith that such Third Party Reseller has engaged in activities that Licensee is prohibited from performing under this Agreement, or that are inconsistent with Licensee's covenants under this Agreement, including without limitation the unauthorized use, sale or a Diversion Event by such Third Party Reseller or direct Customer of (i) Lenacapavir in a manner inconsistent with this Agreement or (ii) Product outside the Field or the Territory, or upon Licensee first reasonably believing that such Third Party Reseller or direct Customer has engaged in such activities.

(h) Termination of Third Party Reseller or Direct Customer Agreements by Gilead. Gilead may terminate the right of Licensee to sell Product to any Third Party Reseller or direct Customer pursuant to this Section 2.5, if (i) in Gilead's reasonable belief the Third Party Reseller or direct Customer is not acting in a way that is consistent with Licensee's covenants under this Agreement; or (ii) if Licensee does not terminate Licensee's agreement with such Third Party Reseller or direct Customer under the circumstances described in Section (f) or Section (g).

2.6 License Limitations.

(a) Gilead Retained Rights. Licensee hereby acknowledges that Gilead retains all right, title and interest in Lenacapavir and Product except as explicitly provided in this Agreement, and that Gilead may license or otherwise convey rights with respect to Lenacapavir and Product as it wishes without obligation or other accounting to Licensee.

(b) Gilead Marks. The licenses granted hereunder do not include any license or other right to use any Gilead Mark or any word, logo or any expression that is similar to or alludes to any Gilead Mark, except the Licensed Gilead Logo specified in Section 6.5 and Appendix 4.

(c) No Other Licenses.

(i) Except as expressly set forth in this Agreement, Licensee agrees that it shall not subcontract any of its rights or delegate any of its duties without obtaining Gilead's prior written consent, or grant any sublicenses hereunder to any other person, company or entity, including third parties and Affiliates.

(ii) Except as expressly set forth in this Agreement, Gilead does not grant any license under any of its intellectual property rights (including, without limitation, patents or rights to any proprietary compounds or drug substances other than Lenacapavir) to Licensee.

(iii) Independent ANDA Filing. Subject to Licensee's compliance with limitations on the use of Licensed Know-How and other Confidential Information of Gilead hereunder, nothing in this Agreement is intended to restrict Licensee's submission of a generic application to the FDA with a Paragraph IV certification that Licensee would have been able to submit but for this Agreement, namely without reliance on the Licensed Know-How or any other Confidential Information of Gilead.

3. Sourcing of Lenacapavir and Product

3.1 Sourcing of Lenacapavir and Product. Subject to Sections 3.2 and 3.3, if Licensee wishes to obtain supply of Lenacapavir and/or Product or any raw materials or intermediates or components of primary or secondary packaging, including components of vial kits thereof from a Licensed Lenacapavir Supplier, Licensed Product or Gilead Supplier, then Licensee may only do so in accordance with the process set out in Sections 3.2 and 3.3, and shall certify that its arrangement with such Licensed Lenacapavir Supplier, Licensed Product Supplier or Gilead Supplier (as applicable) is consistent with the terms and conditions of this Agreement. Licensee shall provide Gilead with written copies of all agreements between Licensee and such Licensed Lenacapavir Supplier, Licensed Product Supplier or Gilead Supplier (as applicable). Licensee shall name Gilead as a third-party beneficiary in any such agreements, and accordingly, Licensee shall consent and hereby does consent to Gilead's enforcement of such agreements to the extent relating to the obligations that Licensee is required hereunder to impose upon Licensed Lenacapavir Supplier, Licensed Product Supplier or Gilead Supplier (as applicable). Licensee shall be allowed to redact confidential financial terms from such agreements prior to sharing them with Gilead. Gilead shall have the right to review all such agreements to verify consistency with the terms and conditions of this Agreement. In the event that any inconsistency is found which had not been specifically discussed and agreed in writing by Gilead, Gilead shall have the right to require Licensee to terminate such agreement with such Licensed Lenacapavir Supplier, Licensed Product

Supplier or Gilead Supplier and upon notice from Gilead to such effect, Licensee shall immediately terminate such agreement.

3.2 Limitation with respect to Gilead Suppliers. Notwithstanding anything to the contrary, Licensee shall not obtain supply (directly or indirectly) of Lenacapavir, Product, or any raw materials or intermediates or components of primary or secondary packaging including components of vial kits therefor from any Gilead Supplier without Gilead's prior written consent (in Gilead's sole discretion). In any case, Gilead shall not be obligated to assist Licensee in procuring any supply of Lenacapavir and/or Product, or any raw materials or intermediates therefor, from a Licensed Lenacapavir Supplier, Licensed Product Supplier or Gilead Supplier (as applicable).

3.3 Conditions of Supply from Gilead Suppliers. Any agreement between Licensee and a Gilead Supplier that provides for the supply of Lenacapavir and/or Product, including but not limited to any raw materials or intermediates, or components for primary and secondary packaging, including vial kit components therefor, shall include and be subject to the following conditions:

(a) Gilead Supply Needs. Licensee shall not obtain Lenacapavir and/or Product, or any raw materials or intermediates or components for primary and secondary packaging, including vial kit components, therefor, from the Gilead Supplier until Gilead has received confirmation in writing from the Gilead Supplier of its ability to continue to supply Gilead with Gilead's forecasted requirements of Lenacapavir and/or Product, or raw materials or intermediates or components for primary and secondary packaging, including vial kit components therefor, as reflected in Gilead's then-current twelve (12) month forecast for Lenacapavir and/or Product, or any raw materials or intermediates or components for primary and secondary packaging therefor, provided to the Gilead Supplier.

(b) Consistency with Agreement. The Gilead Supplier shall be permitted to supply Lenacapavir and/or Product, or any raw materials or intermediates or components for primary and secondary packaging, including vial kit components, therefor, to Licensee only to the extent that any such supply does not (A) adversely affect its ability to meet Gilead's forecasted requirements or (B) adversely affect the Gilead Supplier's ability to supply Gilead's requirements, whether or not such requirements are consistent with Gilead's twelve (12) month forecast. Gilead shall have the right to terminate any agreement between Licensee and its Gilead Suppliers if the supply of Lenacapavir and/or Product, or any raw materials or intermediates or components for primary and secondary packaging, including vial kit components, therefor, from such Gilead Supplier to Licensee adversely affects Gilead's supply requirements as set forth in this Section 3.3(b).

3.4 No Other Arrangements. Licensee agrees that it shall not enter into any agreements, nor amend any existing agreements, to obtain the supply of intermediates or Lenacapavir, or any raw materials therefor, or components for primary and secondary packaging,

including vial kit components, on terms that are inconsistent with this Agreement without Gilead's prior written approval as provided for in this Article 3.

4. Consideration/Payment Terms/Audit

4.1 No Royalties. No royalties will be owed by Licensee to Gilead on Licensee's sale of Product hereunder.

4.2 Reports.

(a) Within thirty (30) days after the end of each calendar month, Licensee shall provide Gilead with a detailed report (the "Monthly Report") that includes at least the information set forth in this Section 4.2. The Licensee shall be solely responsible for ensuring that all necessary infrastructure (systems, personnel, files, and backup documents) is established and maintained to facilitate the timely and accurate submission of monthly reports, as stipulated in this Agreement.

(i) Product and Lenacapavir Information. In each Monthly Report, Licensee agrees to set forth in reasonable detail the following information on country-by-country basis: (i) amounts of Lenacapavir and Product manufactured by Licensee, (ii) the quantity of Lenacapavir and Product in Licensee's stock, (iii) the Third Party Resellers or direct Customer, to which Licensee has provided Product by date, including quantities, lot number(s), serial numbers shipping addresses, shipping dates, and the countr(ies) in which the Product provided is to be used (on a Third Party Reseller by Third Party Reseller basis), (iv) aggregated Customer Sales Data as defined in Section 2.5(e)(ii) (on a Third Party Reseller by Third Party Reseller basis), (v) in the case of the sale of any Lenacapavir to Licensed Product Supplier, the identity of such Licensed Product Supplier and the dates and quantities of Lenacapavir sold to each such Licensed Product Supplier and (vi) the volume of Lenacapavir or Product that Licensee intends to manufacture over the course of the following 12-month period, on a month by month basis.

(ii) Monthly Average Net Sales Information. In each Monthly Report, Licensee shall additionally include the following information: (i) monthly average Net Sales, reported on a country-by-country basis, (ii) the countries to which the Product has been sent and in what quantities.

(iii) Regulatory Information. In each Monthly Report, Licensee shall additionally provide Gilead with the following information: (i) a list of countries within the Territory for which Marketing Authorizations have been obtained for Product and (ii) a description of activities performed by Licensee, its designee or, to its knowledge any other third party, with respect to the filing, obtaining or maintaining of such regulatory approvals or authorizations on a country-by-country basis for any Product.

(iv) No Objection Certificates. In each Monthly Report, Licensee shall provide Gilead with the following information: (i) any local regulatory approvals, permits or other similar documents from the country(ies) of manufacture obtained by the Licensee for Product, including the quantity of Product exported, the final destination of the Product and the recipient of the Product; and (ii) any local regulatory approvals, permits or other similar documents from the country of manufacture obtained by third parties for Product

for which Licensee provided information, including the quantity of Product exported, the final destination of the Product and the recipient of the Product.

(v) Certifications. Together with each Monthly Report, Licensee shall provide Gilead with a written certification of the accuracy of the contents of the Monthly Report, signed by an appropriate Licensee senior officer. Licensee shall provide Monthly Reports to Gilead at the address set forth in Section 12.4 below and send a copy to Gilead's Voluntary Licensee Portal. Failure to provide complete, accurate Monthly Reports to Gilead as set forth in this Section 4.3 shall be deemed a breach of the Agreement.

4.3 Payment; Payment Terms; Conversion.

(a) To the extent the Licensee is required to make any payment to Gilead under this Agreement, then the Licensee shall make such payment to Gilead within thirty (30) days of Licensee's receipt of a valid invoice for the same. Licensee shall make such payments to Gilead by wire transfer to the bank account indicated by Gilead.

(b) To the extent the Licensee is required to make any payment to Gilead, then the Licensee shall make such payment in US Dollars.

4.4 Records. Licensee shall keep complete and accurate records of Lenacapavir and Product produced and sold in sufficient detail to enable Licensee to determine the parties to whom Product or Lenacapavir was sold, and the countries in which sales occurred.

4.5 Audit. Gilead has the right to engage an independent public accountant to perform, on no less than thirty (30) days' advance notice to Licensee, an audit, conducted in accordance with generally accepted auditing standards, of such books and records of Licensee that are deemed necessary by such public accountant to report amounts of Lenacapavir and Product produced, gross sales, Net Sales for the periods requested. Gilead will bear the full cost of any such audit.

4.6 Interest. Any amount payable hereunder by Licensee, which is not paid when due in accordance this Section 4, shall bear a pro rata monthly interest rate of one percent (1%) subject to any necessary approvals that may be required.

4.7 Taxes

(a) Withholding Taxes. Licensee shall promptly pay the full amount due under Section 4.1 without any deductions to Gilead. The Parties agree to cooperate with one another and use reasonable efforts to mitigate or reduce tax withholdings, indirect tax, or other similar government charges in respect of the payments made under this Agreement, as permitted by applicable laws.

(b) Other Taxes. All applicable taxes, duties, levies, other similar government charges in connection with payments made by Licensee shall be borne by Licensee. To the extent Licensee is required by applicable law to withhold tax on any payments to Gilead.

5. Intellectual Property

5.1 Maintenance of Patents. Gilead shall not be obligated to maintain or enforce the Patents.

5.2 Cooperation. If either Party becomes aware of a suspected infringement of any Patent or the occurrence of any prohibited activity described in Section 7.2(a)(i)-(v), such Party will notify the other Party promptly, and following such notification, the Parties will discuss the scope of such infringement. Gilead will have the sole right, but not the obligation, to bring an infringement or such other action at its own expense, in its own name, and entirely under its own direction and control. Licensee will reasonably assist Gilead in such actions or proceedings if so requested, and will lend its name to such actions or proceedings if required by law in order for Gilead to bring such an action.

5.3 Reporting of Improvements. Licensee shall provide Gilead with a semi-annual report, in writing and in reasonable detail that sets forth any Improvements, including any patent application claiming Improvements. Licensee shall transfer to Gilead, upon request by Gilead and at Gilead's expense, any know-how owned or controlled by Licensee relating to such Improvements. Any failure to report any such Improvements to Gilead in accordance with the terms of this Agreement shall constitute a breach of this Agreement and shall provide Gilead with the right to terminate this Agreement pursuant to Section 10.2. Gilead shall not transfer any Improvements obtained from Licensee to any third party, provided, however, that Gilead may transfer Improvements to (i) Licensed Product Suppliers and Licensed Lenacapavir Suppliers and (ii) Gilead's own Affiliates, licensees and suppliers, provided such Affiliates, licensees and suppliers utilize such Improvements solely for the benefit of Gilead.

5.4 Trademarks, Trade Dress, Packaging, and Approvals

(a) Product offered for sale or sold under this Agreement, including sublicenses of this Agreement, shall have a trade dress, consisting of a distinct color, shape, container, packaging, trade name and logo different from and not likely to be confused with, any product sold by or on behalf of Gilead, including Gilead Lenacapavir Product or any Gilead Marks (except for Licensed Gilead Logo) or other restrictions established by Gilead. Gilead from time to time shall provide Licensee with Brand Requirements for Licensees, which Licensee must adhere to prior to offering a product for sale or regulatory submissions under this Agreement. Gilead may amend the Brand Requirements for Licensees at any time and Licensee must comply with such amended Brand Requirements for Licensees from the point which the amendments have been transmitted to Licensee. Licensee's non-performance of the obligations set forth in this Section 5.4(a) shall constitute a material breach of Licensee's material obligations under this Agreement.

(b) Prior to making any regulatory submissions for Product, or offering for sale or selling of Product, Licensee shall provide to Gilead exemplary mockups and images of Product and any packaging, labeling information or marketing materials (including, but not limited to, advertisement and promotional materials) to be used with Product via the Voluntary Licensee Portal (located at https://gsf.force.com/vlp, at the time of execution and subject to change), and Licensee shall not sell such Product until Gilead has reviewed such submission. Gilead shall review such submission for compliance with the terms of the Brand Requirements for Licensee concerning the Licensee's trademarks, product names, tablet and trade dress, labelling, and logos, and text requirements for such Product and its vial design, packaging to determine if such Product or its packaging is likely to be confused with Gilead's trade dress and trademarks or the Lenacapavir

non-proprietary name and the Brand Requirements for Licensees. If Gilead reasonably objects to the trade dress or other aspects of the Product or product packaging based on the requirements set forth in Section (a), the Licensee agrees to make such modifications to Product or packaging as are necessary to address Gilead's concerns prior to selling such Product.

(c) Without limiting the requirement with respect to Licensee's use of a trade dress distinct from any Gilead trade dress as described in Section 5.4(a) above, Licensee further agrees that, Licensee (whether itself, or through an Affiliate or a Third Party Reseller) shall have the right to use no more than one (1) trademark or trade name in the Territory with respect to a Product.

5.5 Technology Transfer. Following the execution of this Agreement, Gilead will, upon Licensee's written request provided no later than ninety (90) days following execution of the Agreement, transfer know-how or information owned or controlled by Gilead that is specified in Appendix 3 hereto ("Technology Transfer Package") on an ongoing, rolling basis. Gilead will use comerically reasonable efforts to commence making such Technology Transfer Package available as expediently as practicable following request and in any event within 30 days of the request. If Licensee does not notify Gilead of its desire to receive such technology transfer such ninety (90) day period, then Gilead will be under no obligation to make such technology transfer or subsequently provide further information or know-how. If requested, the information and know-how transferred to Licensee pursuant to the terms of this Section 5.5 shall be sufficient to enable Licensee to manufacture Lenacapavir and Product, at commercial-scale quantities. Gilead shall have no further obligation to transfer any other know-how under this Agreement.

6. Manufacturing and Commercialization of Product

6.1 Commercialization of Product in the Territory.

(a) Anti-Diversion Programs. Licensee shall provide Gilead with written notice at least three (3) months prior to its anticipated first sale of Product in each country within the Territory. Following Gilead's receipt of such notice, the Parties shall discuss in good faith programs that Licensee may implement to minimize diversion of Product outside of such country, including by using Commercially Reasonable Efforts in ensuring Product is sold direct to patients and individuals who would benefit medically from PrEP within such country, as may be determined by the Parties. On a country by country basis, if requested by Gilead at any time either prior to Licensee's sale of Product in such country or at any time thereafter, the Parties shall discuss and agree upon a written anti-diversion plan that Licensee shall implement to ensure Product is not diverted out of such country (for each such country, the "Anti-Diversion Plan"). In all events, Licensee agrees to enact best practices protocols and programs, including, but not limited to, promptly raising all instances of known or suspected Counterfeit Product or Diverted Product to Gilead, conducting thorough investigations to identify the source of diversion and to enforce, in cooperation with Gilead, against parties involved in instances of diversion, adopting trade dress and marketing material practices as described in this Agreement, ensuring compliance with Licensee's anti-diversion obligations and to otherwise prevent diversion. Licensee shall disclose the content of such protocols and programs to Gilead and shall consult with and implement any additional practices requested by Gilead, such as, where commercially practical, expressly identify on the labeling and packaging of all Product sold or offered for sale under this Agreement the country in which such Product is intended to be used.

(b) Diversion Notice. Gilead shall have the right to prohibit Licensee's sale of Product to any country (the "Subject Country") within the Territory if it reasonably believes that material quantities of Product are being sold, transferred or otherwise diverted from such Subject Country outside the Territory by providing written notice thereof to Licensee (each such notice, a "Diversion Notice"). Except as may be necessary for patients within any Subject Country who are already being treated with Product for any indication in the Field (and where there is no sufficient alternative), upon Licensee's receipt of a Diversion Notice, Licensee shall immediately cease all sales of Product in, and imports of Product to, the Subject Country(ies) that is covered by such Diversion Notice until such time that Gilead and Licensee have developed an Anti-Diversion Plan for such Subject Country(ies). Licensee shall not enter into any contractual arrangements or commitments that would prevent it from fulfilling its obligations under this Section 6.1(b).

(c) Promotion. The Parties hereto agree that an important purpose of this Agreement is to increase patient access (including access for individual who would benefit medically from PrEP) to Product in the Field within the Territory. Subject to the terms of this Agreement, Licensee shall have the sole discretion to manage its own commercial strategy to promote and sell Product in the Territory, provided, however, that Licensee shall not engage in activities that are inconsistent with the first sentence of this Section 6.1(c). By means of example and without limitation, Licensee agrees that Licensee shall not accept patient orders that Licensee does not have the capacity to fill, and shall not obtain Lenacapavir or Product without having the means, either directly or through the use of permitted third parties, to manufacture Product using such Lenacapavir and/or distribute Product within the Territory.

(d) Product Security Features, Serialization, and Traceability. Licensee shall include anti-counterfeiting features on the Product, including, but not limited to, affixing a unique product identifier in the form of a serial number to both the secondary and primary packaging of each individual unit that is produced and intended for sale in the Territory ("Individual Saleable Unit"). Licensee shall implement a process for tracing each Individual Saleable Unit of Product from Licensee to Licensee's immediate downstream trading partner. Tracking and tracing requirements shall be further enhanced where enactment of local law in the country of manufacture or sale of Product in Territory requires tracking and/or traceability throughout the supply chain, from the manufacturer to end customer responsible for selling or dispensing the Licensee Product to the patient or individual who would benefit medically from PrEP.

6.2 Manufacturing Requirements

(a) Appropriate Standards. Without prejudice to Licensee's obligations to manufacture products to the standards required under this Agreement, Licensee shall at all times manufacture by the process and to quality standards at least as high as specified in the technology transfer package ("Appropriate Quality Standards"); and (ii) on a country-by-country basis, consistent with any applicable national, regional or local standards as may be required by the specific country where Product is sold. In addition, Licensee and its permitted Affiliate sublicensees and subcontractors shall meet the Appropriate Quality Standards prior to Licensee's and its permitted Affiliate sublicensees' sale of Product to any country within the Territory. Additionally, Licensee shall maintain quality systems, operations and facilities in compliance with cGMP standards and all applicable laws and regulations.

(b) Audit Right. Licensee hereby agrees to allow Gilead reasonable access to Licensee's books and records, facilities and employees for the purpose and to the extent required for Gilead to audit Licensee's compliance with the requirements of this Section 6.2. Gilead agrees

that it shall limit its access to Licensee's employees to the extent required to conduct the audit and that such employees shall not be required to disclose to Gilead information that is subject to obligations of confidentiality with third parties unless such third parties have provided consent for such disclosure. Gilead agrees to provide at least thirty (30) days prior notice of the proposed audit and agrees that such audits shall not be conducted more than once a year unless circumstances outside the ordinary course of business warrant such an audit (such as an investigation or other government action).

(c) Remedy for Failure. If Licensee fails at any time to meet the Appropriate Quality Standards with respect to the manufacture of Lenacapavir or Product, and after a ninety (90) day period, Licensee fails to cure any manufacturing deficiency sufficient to meet the Appropriate Quality Standards, Gilead may elect, in its sole discretion and notwithstanding Section 10.2 or 10.3 hereof, to suspend the effectiveness of the licenses granted hereunder until such time Gilead has determined that Licensee has corrected any such failure to Gilead's reasonable satisfaction. During any such suspension, Gilead and Licensee shall coordinate with each other to provide for the supply of Lenacapavir or Product, as appropriate, to ensure that end-user patient requirements are not disrupted as a result of such suspension.

(d) Dose Requirements. All Product used or sold by Licensee shall consist of single dose concentrations of Lenacapavir that are the same as the dose concentration for Lenacapavir that has been approved by the FDA or EMA for the equivalent Gilead Lenacapavir Product. Licensee agrees that it shall manufacture and/or sell Product produced according to the standards as set forth in Section 6.2(a) and only as approved by the FDA or EMA for the Field and as approved for use in the Field by the appropriate regulatory authority having jurisdiction over Product in the country of sale.

6.3 Regulatory Filings and Inspections. Except as provided otherwise herein, Licensee shall be responsible for obtaining and maintaining all applicable regulatory or other approvals or authorizations to carry out its activities in the Territory as set forth in this Agreement and subject to the restrictions on scope in Section 2.1(c). Gilead may, in its discretion, elect to file for regulatory or other approval or authorization to make and sell Lenacapavir and Product anywhere in the Territory. Upon either Party's request, the other Party shall provide non-proprietary data that the other Party believes is reasonably necessary to obtain any such approvals, authorizations, permits or licenses. Licensee shall obtain, have and maintain all required registrations for its manufacturing facilities for Lenacapavir and Product. Licensee shall allow appropriate regulatory authorities to inspect such facilities to the extent required by applicable law, rule or regulation. Gilead agrees to selectively waive NCE Exclusivity for the limited purpose of enabling Licensee to obtain tentative approval of the Product in order for the Licensee to manufacture or sell product in compliance with the terms and conditions of this Agreement. This selective waiver, as it applies to the US market, is conditioned on the submission of a Paragraph III certification (21 U.S.C. 355(j)(2)(A)(vii)(III)) for each and every patent or exclusivity listed in the US FDA Orange Book with respect to Lenacapavir, including patents that claim each of the active pharmaceutical ingredients in the Product. Licensee agrees not to amend its generic application with the US FDA to include any Paragraph IV certification (21 USC 355(j)(2)(A)(vii)(IV)) for the Product licensed herein if the generic application relies on the Licensed Know How or any other Confidential Information of the Gilead. For the avoidance of doubt, subject to Licensee's compliance with limitations on use of Licensed Know-How and other Confidential Information of Gilead hereunder, this paragraph does not restrict Licensee from submitting a separate generic application with a Paragraph IV certification (an "Independent ANDA Application") to the extent the Licensee would

otherwise be legally permitted and able to do but-for this Agreement, namely without the benefit of any of NCE exclusivity, and without reliance upon Licensed Know-How or other Confidential Information of Gilead, provided that any such Independent ANDA Application (and any communications with the FDA related to the application) do not reference, incorporate, or otherwise rely upon any prior regulatory filing or approvals obtained by Licensee through the use of Licensed Know-How and Other Confidential Information of Gilead. Licensee agrees not to pursue or obtain regulatory exclusivity for Product in any country worldwide.

6.4 Marketing Materials. Any marketing materials (including, but not limited to, advertisement and promotional materials) used by Licensee and its Third Party Resellers shall not contain any misstatements of fact, shall be fully compliant with the applicable laws, rules and regulations, and shall be distinct from, and not likely to cause any confusion with, any marketing materials or Product used or sold by Gilead. Any statements made in such marketing materials regarding Gilead, including without limitation statements made in reference to Licensee's collaboration with Gilead, shall require Gilead's prior written approval.

6.5 Product Labeling. Licensee shall perform the following labeling requirements:

(a) Labelling of all Product packaging components shall be in full compliance with the Trademark License, Appendix 4, and Gilead's Brand Requirements for Licensees, which includes, but is not limited to, affixing the Licensed Gilead Logo and a License Notice to the Product.

(b) The product insert for the Product must include the License Notice and the following statement with a list of licensed countries, in table format with the header: "Licensed Countries": "For distribution and use only in the licensed countries identified below."

(c) A country/region specific design for all Product sold or offered for sale under this Agreement containing the language "For [Country/Region] Only" printed on the packaging of the Product, including the carton and label.

(d) All labeling requirements in this Section 6.5(a) through (c) are subject to Gilead's review and approval requirements as set forth in Section 5.4 and Appendix 4.

6.6 Safety Reporting.

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

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

(c) In the event Licensee receives an individual case safety report associated with any Gilead proprietary product, Licensee agrees to forward such reports to Gilead within fifteen (15) calendar days of awareness and in English to E-Mail: Safety_FC@gilead.com Fax: +1-650-522-5477. When sending any such reports by email, to the above address, Licensee will ensure an acknowledgement is received from Gilead (to confirm receipt) and document the acknowledgement. If not received within one (1) business day, the safety report should be resent.

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

7. Representations, Warranties and Covenants

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

(a) they are duly organized, validly existing and in good standing under the laws of the jurisdiction of their incorporation and have full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

(b) this Agreement has been duly executed and delivered, and constitutes a legal, valid, binding obligation, enforceable against it in accordance with the terms hereof; and

(c) the execution, delivery and performance of this Agreement does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it is bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over such Party.

7.2 Diversion of Product and Technology.

(a) Licensee covenants and agrees that Licensee and its Affiliates shall not, and shall require its permitted subcontractors and Third Party Resellers or direct Customers not to directly or indirectly: (i) sell, re-sell, consign, seek to sell, promote or advertise for sale, export, ship, transport, or seek, solicit or distribute to any third party or divert or allow the diversion of Lenacapavir to third parties in a manner inconsistent with this Agreement, (ii) remove, or allow the removal of Products outside of the Territory, (iii) divert or allow the diversion of Licensed Technology to any third party, (iv) take any action that Gilead determines in good faith to be in furtherance of the activities described in Sections 7.2(a)(i) – (iii), or (v) assist or support, directly or indirectly, any third party in the conduct of the activities described in Sections 7.2(a)(i) - (iv). The Parties agree that it shall not be a breach of Section 3.1 or this Section 7.2 for Licensee or its Affiliate to file marketing approval applications for Product in a country outside of the Territory, or for Licensee or its Affiliate to provide developmental quantities of Lenacapavir or Product in support of such marketing approval applications or a third party's application for marketing approval, in each case, as required by applicable regulatory authorities in such country, it being understood that this provision shall not be construed as expressly or implicitly granting Licensee any right or license under any Gilead intellectual property right beyond the licenses granted in Article 2 of this Agreement or otherwise providing any authorization by Gilead to do so, and does not constitute a waiver of any rights of Gilead under law that it may have to contest the filing or granting of such marketing approval applications.

(b) In furtherance to Section 6.1(a), Licensee will promptly report to Gilead any knowledge or information Licensee or its Affiliates may have concerning (i) any suspected Counterfeit Product or Diverted Product or (ii) any unsolicited offers to Licensee of the Product. Licensee will report to Gilead any incidents of confirmed Counterfeit Product or Diverted Product within 24-hours. Licensee will cooperate with and assist Gilead in investigating incidents of suspected or confirmed Counterfeit Product or Diverted Product pursuant to Section 6.1(a), including efforts to prevent unauthorized exports and resale of Product outside Licensee's

authorized supply chain and outside the applicable country in the Territory and providing Gilead with any applicable Customer information reasonably requested by Gilead.

(c) Agreed Damages. Gilead and Licensee acknowledge and agree that the amount of actual damages sustained by diversion is impossible or extremely difficult to calculate, and that the damage increases on an exponential (and not linear) basis, due to the effect of the product brand and associated goodwill and reputation. If a Diversion Event occurs, then in addition to any other remedies Gilead may be entitled to at law or in equity, Gilead shall be entitled to injunctive relief and to damages, calculated in the manner set forth in section (d) below.

(d) Calculation of Liquidated Damages. For each Diversion Event, Gilead shall be entitled to damages, as follows:

(i) If Gilead is able, in good faith, to estimate the net revenues that Gilead would have received had such Diversion Event not occurred ("Estimated Net Revenues"), Licensee shall pay to Gilead an amount equal to the sum of (i) the Estimated Net Revenues plus (ii) (A) all investigative costs, fees, and expenses (including, without limitation, those of private investigators), plus (B) all attorneys' costs, fees, and expenses (including, without limitation, in connection with investigating such Diversion Event and any litigation, arbitration, or other proceeding arising out of or related to such Diversion Event (including, without limitation, any action to enforce the terms of the Agreement or any License Agreement or to otherwise stop or prevent diversion by the Licensee or any third party)), plus (C) and all other professional costs, fees, and expenses (including of accountants and other advisors), in each case incurred by Gilead in connection with such Diversion Event; or

(ii) If Gilead is not able, in good faith, to ascertain the Estimated Net Revenues, Licensee shall pay to Gilead an amount equal to 2x (two times) the sum of (i) all investigative costs, fees, and expenses (including, without limitation, those of private investigators), plus (ii) all attorneys' costs, fees, and expenses (including, without limitation, in connection with investigating such Diversion Event and any litigation, arbitration, or other proceeding arising out of or related to such Diversion Event (including, without limitation, any action to enforce the terms of the Agreement or any License Agreement or to otherwise stop or prevent diversion by the Licensee or any third party)), plus (iii) all other professional costs, fees, and expenses (including of accountants and other advisors), in each case incurred by Gilead in connection with Diversion Event.

The obligation of Licensee to pay damages described in this section is (i) absolute and indefeasible adosend (ii) not contingent on any showing of willfulness on the part of any party (including Licensee) in connection with any Diversion Event. All liquidated damages payable to Gilead shall be paid by Licensee promptly and without any counterclaim, set-off, or reduction.

The Parties agree that the payments set forth in this section are not intended to compel the other Party's performance hereunder or constitute a penalty or punitive damages for any purpose.

(e) Anti-Diversion Audit Right. Upon reasonable notice to Licensee, Gilead shall be entitled, at its own expense, to conduct an audit of Licensee's orders, books, records, facilities, and other information (including but not limited to Customer transaction information, interviews with employees of Licensee), no more than two (2) times per year. If Gilead becomes

aware of any Diversion Event or otherwise forms a reasonable belief that a Diversion Event has occurred in the course of such audit (and such known or suspected Diversion Event was not previously disclosed to Gilead by Licensee), then Licensee shall pay to Gilead all costs of such audit. In addition to the regular audits described elsewhere in this Agreement, in the event of a known or suspected Diversion Event, Gilead shall be entitled to conduct an audit of Licensee's orders, books, records, facilities, and other information (including but not limited to Customer transaction information, interviews with employees of Licensee) to the extent relating to the Diversion Event at issue which may include the right to request a reassessment of Licensee's Anti-Diversion Plan during the term of this agreement as necessary to address diversion of Product. All costs of a diversion audit in connection with a known or suspected Diversion Event shall be paid by Licensee.

7.3 Compliance

(a) General. Licensee covenants and agrees that it shall perform all activities under this Agreement in accordance with all applicable laws, rules, and regulations, including, without limitation, with respect to privacy, data protection, recalls, safety and reporting requirements and shall obtain, have and maintain all necessary regulatory approvals, Marketing Authorizations, permits and licenses, at Licensee's expense for the manufacture and sale of the Lenacapavir and/or Product and any other Licensee activities contemplated under this Agreement. In particular, Licensee shall use its best efforts to obtain all applicable Marketing Authorizations for the sale of Products for PrEP in each country in the Territory. If Licensee obtains, and verifies to Gilead that it has obtained, all applicable Marketing Authorizations for each of the eighteen (18) Target Countries within three (3) years of the earlier of the date upon which Gilead receives (a) FDA approval; or (b) WHO PQ for the Product, then Gilead will consider appointing Licensee as a preferred partner (subject to Licensee fulfilling other relevant selection criteria) with respect to any future product formulation of Lenacapavir which Gilead is intending to license.

(b) FCPA and UK Bribery Act. Licensee covenants and agrees that neither the Licensee, nor any of its Affiliates, nor any of their respective directors, officers, employees or agents (all of the foregoing, including Affiliates collectively, "Licensee Representatives") has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended (such act, including the rules and regulations thereunder, the "FCPA"), the U.K. Bribery Act of 2010 ("Bribery Act"), or any other applicable anti-bribery or anticorruption laws, rules or regulations (collectively with the FCPA and the Bribery Act, the "Anticorruption Laws"). Licensee covenants and agrees that Licensee and Licensee Representatives have conducted and will conduct their businesses in compliance with the Anticorruption Laws. Licensee covenants and agrees that it shall provide to Gilead on the Effective Date and within thirty (30) days after the beginning of each calendar year thereafter, certification in writing by Licensee of Licensee's compliance with the Anticorruption Laws.

(c) Anti-Trust laws. Licensee shall, and shall ensure its Affiliates, shall, conduct all activities in connection with this Agreement in compliance with: (i) all antitrust and competition laws applicable in the countries in which Licensee sells or supplies the Products, and (ii) any other applicable antitrust or competition law rules or regulations (collectively, all the foregoing the "Competition Law Standards").

(d) Conflicts. Neither Party shall be required to take any action or perform any obligation under this Agreement to the extent that such action or obligation is in direct conflict with any applicable law, rule or regulation, provided, however, that both Licensee and Gilead are

in agreement regarding (i) the requirements of such law, rule or regulation, and (ii) the affect that such law, rule or regulation has on such action or obligation required under this Agreement.

7.4 Patent Infringement. Licensee covenants and agrees that it shall not infringe the Patents outside the scope of the licenses granted to it pursuant to Article 2.

7.5 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, GILEAD DOES NOT GIVE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT IN THE TERRITORY. Gilead also does not give any warranty, express or implied, with regard to the safety or efficacy of Lenacapavir or the Product and it shall be the sole responsibility of the Licensee to ensure such safety or efficacy.

8. Liability and Indemnity

8.1 Licensee Indemnity. Licensee shall indemnify, hold harmless and defend Gilead, and its subsidiaries, licensors, directors, officers, employees and agents (together, the "Gilead Indemnitees"), from and against any and all losses, damages, expenses, cost of defense (including, without limitation, attorneys' fees, witness fees, damages, judgments, fines and amounts paid in settlement) and any amounts a Gilead Indemnitee becomes legally obligated to pay because of any claim against it (i) arising out of any breach by Licensee of the terms and conditions of this Agreement, or (ii) for any product liability, liability for death, illness, personal injury or improper business practice, or any other statutory liability or any other liability under any law or regulation, to the extent that such claim or claims are due to reasons caused by or on behalf of Licensee related to Lenacapavir or Product (including, without limitation, its manufacture, use or sale of Lenacapavir or Product). The indemnification obligations of Licensee stated in this Section 8.1 shall apply only in the event that Gilead provides Licensee with prompt written notice of such claims, grants Licensee the right to control the defense or negotiation of settlement (using counsel reasonably approved by Gilead), and makes available all reasonable assistance in defending the claims. Licensee shall not agree to any final settlement or compromise with respect to any such claim that adversely affects Gilead without obtaining Gilead's consent.

8.2 Product Liability. Licensee shall be solely responsible in respect of any product liability or any other statutory liability under any regulation, in respect of Lenacapavir or the Product.

8.3 Gilead Liability. Notwithstanding anything to the contrary contained in this agreement, in no event shall Gilead be liable to Licensee for any indirect, special, consequential, punitive, exemplary or incidental damages (including but not limited to loss of business or profits) related to this Agreement, and Gilead shall not have any responsibilities or liabilities whatsoever with respect to Lenacapavir or Product, even if, in any such case, advised of the possibility of such claims or demands, regardless of the form of action or legal theory whether under contract law, tort law (including without limitation negligence), strict liability, statute, warranty or otherwise.

9. Insurance

At all times that this Agreement is in effect, Licensee shall maintain in full force and effect products liability insurance at limits that are standard and customary for similary situate companies located

in the Territory. Licensee shall not cancel such insurance policy without at least sixty (60) days prior written notice to Gilead. Upon reasonable request, Licensee shall provide certificates of insurance acceptable to Gilead evidencing such coverage.

10. Term and Termination

10.1 Term. This Agreement shall enter into force upon the Effective Date and, unless earlier terminated as provided herein, shall continue on a country-by-country basis until the longer of the date that is (a) the expiration or abandonment of the last-to expire Patent containing a valid claim covering the manufacture, use, import, offer for sale or sale of API or Product in the applicable country and (b) twelve (12) years after the Effective Date. Upon expiration of this Agreement (but not the earlier termination of this Agreement), and with respect to a particular country in the Territory, subject to the terms and conditions herein with respect to such country, the license granted in Section 2.1 to Licensee only with respect to Licensed Know-How shall become a perpetual, irrevocable license to develop, make, have made, use, sell, have sold, offer for sale, import and distribute with respect to such Product in the Field in such country.

10.2 Termination for Breach. A Party ("Non-Breaching Party") shall have the right to terminate this Agreement in the event the other Party ("Breaching Party") is in material breach of any of its material obligations under this Agreement. The Non-Breaching Party shall provide written notice to the Breaching Party. The Breaching Party shall have a period of sixty (60) days after such written notice is provided to cure such breach. If such breach is not cured within the sixty (60) day period, this Agreement shall immediately effectively terminate.

10.3 Gilead Right to Terminate

(a) Gilead shall have the right to terminate this Agreement and/or one or both of the licenses granted pursuant to Section 2.1 (whether or not such event constitutes a right of termination pursuant to Section 10.2), immediately if in the reasonable opinion of Gilead, direct or indirect Control of Licensee changes.

(b) Gilead shall have the right to terminate this Agreement and/or one or both of the licenses granted pursuant to Section 2.1 (whether or not such event constitutes a right of termination pursuant to Section 10.2), if:

(i) Gilead determines in good faith that (A) a material quantity of Lenacapavir made or sold by Licensee has been diverted to third parties in a manner inconsistent with the terms of this Agreement, (B) Product made and/or sold by Licensee has been diverted to countries outside the Territory, whether or not by any fault or action or inaction of Licensee, or (C) any of the prohibited activities described in Section 7.2(a) has occurred;

(ii) Gilead determines in good faith that, due to material deficiencies in Licensee's compliance with the Appropriate Quality Standards, Licensee is unable to reliably and consistently manufacture Lenacapavir or Product in accordance with the Appropriate Quality Standards; or

(iii) Gilead determines in good faith that Licensee has obtained material quantities of Lenacapavir and/or Product from sources in ways that are inconsistent with the terms and conditions of Article 3.

Gilead shall give Licensee written notice of any such event and provide Licensee with a period of thirty (30) days after such notice to demonstrate that the conditions giving rise to Gilead's determination no longer exist to Gilead's reasonable satisfaction. If Licensee is unable to do so, this Agreement shall be terminated effective upon the thirtieth (30^{th}) day following such notice.

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

10.5 Effects of Termination. In the event of any termination, of this Agreement under Sections 10.2, 10.3, 10.4 or 10.6, the following terms shall apply as of the effective date of termination (the "Lenacapavir Termination Date").

(a) All licenses granted by Gilead under this Agreement, and any other rights granted by Gilead, including without limitation Gilead's obligation to make a technology transfer available pursuant to Section 5.5 (to the extent such technology transfer has not already occurred), shall terminate.

(b) All rights and licenses granted by Gilead under this Agreement with respect to Lenacapavir and Product shall terminate.

(c) Nothing set forth in this Section 10.5 shall be deemed a waiver by Gilead to enforce any Patent or any other intellectual property right owned or controlled by Gilead against Licensee for any activities Licensee may undertake with respect to Lenacapavir or Product after the Lenacapavir Termination Date.

10.6 Cross termination. If Gilead has entered into further license agreements with Licensee on or after the Effective Date (each being an "Other License Agreement") and Gilead has a right to (a) terminate this Agreement in accordance with Sections 10.2 and 10.3 or (b) a right to terminate an Other License Agreement for Licensee's material breach (including as a result of Licensee's failure to comply with Gilead's anti-diversion program) under such Other License Agreement, then with respect to (a), Gilead may also give notice to terminate any or all of the Other License Agreements and with respect to (b), Gilead may give notice to terminate this Agreement by reference to Licensee's material breach under the applicable Other License Agreement.

10.7 Insolvency. In the event that Licensee becomes insolvent, makes an assignment to the benefit of creditors, or has a petition in bankruptcy filed for or against it, Gilead shall have the right to treat such event as a material breach.

10.8 Waiver. The waiver by either Party of any breach of any term or condition of this Agreement shall not be deemed a waiver as to any subsequent or similar breach.

10.9 Survival. Sections 1, 2.4 (with respect to Improvements developed prior to the effective date of expiration or termination), 2.6(b), 4.3 (with respect to Lenacapavir and Product manufactured and/or sold prior to the effective date of expiration or termination), 4.5 (for a period of 3 years following the effective date of expiration or termination), 4.6(for a period of 3 years following the effective date of expiration or termination), 5.2 (solely with respect to the obligations set forth in the last sentence of Section 5.2), 5.3 (for a period of 1 year following the effective date of expiration or termination of the Agreement, and solely with respect to Improvements developed prior to the effective date of expiration or termination), 5.4(a), 7.1(c) and 7.2(d)(with respect to Product sold prior to such expiration or termination), 8, 9, 10.1, 10.5, 10.7, 10.8, 10.9, 11 and 12

shall survive such termination or expiry of this Agreement. Except as otherwise provided in this Section 10.9, all rights and obligations of the Parties under this Agreement shall terminate upon the expiration or termination of this Agreement.

11. Confidentiality and Publications

11.1 Confidential Information. All information of confidential and proprietary nature, including technology and know-how ("Confidential Information"), disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") hereunder shall (a) be used solely and exclusively by the Receiving Party in a manner consistent with the licenses and rights granted hereunder; (b) be maintained in confidence by the Receiving Party; and (c) not be disclosed to any third party; and (d) not used for any purpose except to exercise its rights and perform its obligations under this Agreement. Subject to the immediately following sentence, the foregoing confidentiality obligations shall not apply if the Receiving Party can demonstrate by competent written evidence that such information: (i) is known by the Receiving Party at the time of its receipt and, not through a prior disclosure by the Disclosing Party, as documented by the Receiving Party's business records; (ii) available to the public other than as a result of any breach of this Agreement by the Receiving Party; (iii) is subsequently disclosed to the Receiving Party on a non-confidential basis by a third party who may lawfully do so; or (iv) is independently discovered or developed by the Receiving Party without access to or the use of Confidential Information provided by the Disclosing Party, as documented by the Receiving Party's business records. All Licensed Know-How shall be deemed to be the Confidential Information of Gilead and none of the foregoing exceptions (i)-(iv) shall apply in respect thereof. Within thirty (30) days after any expiration or termination of this Agreement, Receiving Party shall destroy (and certify to the Disclosing Party such destruction) or return all Confidential Information provided by the Disclosing Party except as otherwise set forth in this Agreement. One (1) copy of the Confidential Information may be retained in the Receiving Party's files solely for archival purposes as a means of determining any continuing or surviving obligations under this Agreement. The confidential obligations under this Agreement shall survive the expiration or termination of this Agreement for a period of five (5) years except, with respect to the Licensed Know-How, such confidentiality obligations shall continue for so long as the Licensed Know-How remains a Gilead trade secret.

11.2 Limitations on Licensed Know-How. Licensee recognizes that Licensed Know-How constitutes economically important trade secrets from which Gilead derives substantial economic value. Therefore,

(a) Licensee shall not disclose any Licensed Know-How to any consultant or advisor of Licensee, except as may be approved in advance in writing by Gilead;

(b) Licensee shall establish formal measures to (1) screen any Licensee's personnel with access to Licensed Know-How from any involvement with, or communications with other Licensee personnel involved with, the development, efforts to obtain regulatory approval, or commercialization, in each case, of a product that is or could become subject to a Licensee Independent ANDA Application and (2) prevent any access by any of Licensee's personnel involved with the development, efforts to obtain regulatory approval, or commercialization of such product to materials developed in reliance on any Licensed Know-How.

(c) Licensee shall (i) ensure that any computer system or other device on which any Licensed Know-How is stored has administrative, technical and physical controls

consistent with the highest industry standards including without limitation encryption at rest and in transit and forbidding remote access, (ii) ensure that access to any Licensed Know-How is logged, (iii) provide Gilead, upon Gilead's request, with a copy of such log and (iv) ensure that no Licensed Know-How is placed on any portable storage medium (including without limitation any USB stick or portable hard drive).

(d) All Licensed Know-How is a trade secret of Gilead, and Licensee hereby assigns all right, title and interest in and to any Licensed Know-How to Gilead, and shall execute, and cause each of Licensee's personnel, to execute such documents as Gilead may request from time to time to effect or confirm such ownership of Licensed Know-How.

(e) Licensee shall not reverse engineer, derive or modify any Licensed Know-How nor shall Licensee attempt to do any of the foregoing.

(f) Upon Gilead's request, Licensee shall permit Gilead or Gilead's designee to review and audit the books and records of Licensee to confirm compliance with the use of Licensed Know-How obligations and limitations set forth herein. Any such audit shall be at Gilead's cost unless any breach of any terms relating to Licensed Know-How are discovered, in which case Licensee shall reimburse Gilead's costs therefor.

(g) Upon Gilead's request no more frequently than once per calendar quarter, an officer of Licensee shall certify to Gilead that Licensee has complied with this Section 11.2 in a form reasonably satisfactory to Gilead.

11.3 Press Release. Licensee may not disclose to third parties or make public statements, by press release or otherwise, regarding the existence of this Agreement, the identity of the Parties, the terms, conditions and subject matter of this Agreement, or otherwise in reference to this Agreement, except with the prior written consent of Gilead.

11.4 Use of Name. Except as otherwise provided section 11.3 in this Agreement, and in Appendix 4, neither Party shall use the other Party's name, logo or trademarks for any purpose including without limitation publicity or advertising, except with the prior written consent of the other Party.

12. Miscellaneous

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

12.2 Entire Understanding. This Agreement embodies the entire understanding of the Parties with respect to the subject matter hereof and supersedes all previous communications, representations or understandings, and agreements, whether oral or written, between the Parties relating to the subject matter hereof.

12.3 Severability. The Parties hereby expressly state that it is not their intention to violate any applicable rule, law or regulation by entering into or performing this Agreement. If any

of the provisions of this Agreement are held to be void or unenforceable with regard to any particular country by a court of competent jurisdiction, then, to the extent possible, such void or unenforceable provision shall be replaced by a valid and enforceable provision which will achieve as far as possible the economic business intentions of the Parties. The provisions held to be void or unenforceable shall remain, however, in full force and effect with regard to all other countries. All other provisions of this Agreement shall remain in full force and effect.

12.4 Notices

(a) Any notice or other communication to be given under this Agreement, unless otherwise specified, shall be in writing and shall be deemed to have been provided when delivered to the addressee at the address listed below (i) on the date of delivery if delivered in person or (ii) five Business Days after mailing by registered or certified mail, postage paid, return receipt requested, or (iii) two Business Days after dispatch if sent by internationally recognized overnight courier:

In the case of Gilead:

Gilead Sciences Ireland UC.
IDA Business & Technology Park
Carigtohill, Co. Cork
Ireland Attention: Vice President, Operations

With a copy to:

Gilead Sciences Ireland UC.
IDA Business & Technology Park
Carigtohill, Co. Cork
Ireland Attention: Legal Counsel

Gilead Sciences, Inc.
333 Lakeside Drive
Foster City, CA 94404
Attention: General Counsel
Fax No.: 650-522-5771

In the case of Licensee:

[_____]

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

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

12.6 Arbitration

(a) All disputes arising out of or in connection with this Agreement shall be finally settled under the Comprehensive Rules and Procedures of JAMS by three (3) arbitrators experienced in the pharmaceutical business and New York law and regulations.

(b) Each Party shall nominate one arbitrator for the approved list of neutrals provided by JAMS. Should the claimant fail to appoint an arbitrator in the Request for Arbitration within thirty (30) days of being requested to do so, or if the respondent should fail to appoint an arbitrator in its Answer to the Request for Arbitration within thirty (30) days of being requested to do so, the other Party shall request the JAMS Court to make such appointment. JAMS shall appoint the third arbitrator.

(c) New York City, New York shall be the seat of the arbitration.

(d) The language of the arbitration shall be English. Documents submitted in the arbitration (the originals of which are not in English) shall be submitted together with an English translation.

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

(f) In the event that any issue shall arise which is not clearly provided for in Section 12.6 the matter shall be resolved in accordance with the JAMS.

12.7 Assignment. Gilead is entitled to transfer and assign this Agreement ,in full or in part, and the rights and obligations under this Agreement with notice to Licensee. Licensee is not entitled to transfer or assign this Agreement or the rights and obligations under this Agreement.

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

12.9 Construction. Except where the context expressly requires otherwise, (a) the use of any gender herein will be deemed to encompass references to either or both genders, and the use of the singular will be deemed to include the plural (and vice versa), (b) the words "include", "includes" and "including" will be deemed to be followed by the phrase "without limitation", (c) the word "will" will be construed to have the same meaning and effect as the word "shall" and vice versa, (d) any definition of or reference to any agreement, instrument or other document herein will be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (e) any reference herein to any person will be

construed to include the person's successors and assigns, (f) the words "herein", "hereof" and "hereunder", and words of similar import, will be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (g) all references herein to Sections, Schedules and Exhibits will be construed to refer to Sections, Schedules or Exhibits of this Agreement, and references to this Agreement include all Schedules and Exhibits hereto, (h) the word "notice" means notice in writing (whether or not specifically stated) and will include notices, consents, approvals and other written communications contemplated under this Agreement, (i) provisions that require that a Party or the Parties "agree", "consent" or "approve" or the like will require that such agreement, consent or approval be specific and in writing, whether by written agreement, letter, or otherwise (but excluding e-mail and instant messaging), (j) references to any specific law, rule or regulation, or section or other division thereof, will be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof, and (k) the term "or" will be interpreted in the inclusive sense commonly associated with the term "and/or."

12.10 Counterparts. This Agreement may be signed electronically, including through DocuSign and similar applications. This Agreement may be signed in any number of counterparts (including counterparts by scanned or electronic signature) and each counterpart will be deemed an original; taken together, all counterparts will be deemed to constitute one and the same instrument. Delivery of a printed counterpart (whether or not the counterpart was signed electronically) or electronic delivery (including by email transmission or transmission over an electronic signature platform) of an executed counterpart of this Agreement are each as valid, enforceable and binding as if the signatures were upon the same instrument and delivered in person.

END OF PAGE
[signatures appear on following page]

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

GILEAD:

By _____
Name:
Title:

LICENSEE:

By _____
Name:
Title:

Appendix 1
PART A – Territory

1	Afghanistan
2	Angola
3	Anguilla
4	Antigua and Barbuda
5	Armenia
6	Aruba
7	Azerbaijan
8	Bahamas
9	Bangladesh
10	Barbados
11	Belarus
12	Belize
13	Benin
14	Bhutan
15	Bolivia
16	Botswana
17	British Virgin Islands
18	Burkina Faso
19	Burundi
20	Cabo Verde
21	Cambodia
22	Cameroon
23	Central African Republic
24	Chad
25	Comoros
26	Congo, Dem. Rep. of the
27	Congo, Rep
28	Cote d'Ivoire
29	Cuba
30	Djibouti
31	Dominica
32	Dominican Republic
33	Egypt
34	Equatorial Guinea
35	Eritrea

36	Eswatini
37	Ethiopia
38	Fiji
39	Gabon
40	Gambia
41	Georgia
42	Ghana
43	Grenada
44	Guinea
45	Guinea-Bisau
46	Guyana
47	Haiti
48	Honduras
49	India
50	Indonesia
51	Jamaica
52	Kazakhstan
53	Kenya
54	Kiribati
55	Kyrgizstan
56	Lao, People's Dem. Rep
57	Lesotho
58	Liberia
59	Libya
60	Madagascar
61	Malawi
62	Maldives
63	Mali
64	Marshall Islands
65	Mauritania
66	Mauritius
67	Micronesia, Fed. Sts.
68	Moldova
69	Mongolia
70	Montserrat

71	Morocco
72	Mozambique
73	Myanmar
74	Namibia
75	Nauru
76	Nepal
77	Nicaragua
78	Niger
79	Nigeria
80	North Korea - DPR
81	Pakistan
82	Palau
83	Papua New Guinea
84	Philippines
85	Rwanda
86	Saint Kitts and Nevis
87	Saint Lucia
88	Saint Vincent and the Grenadines
89	Samoa
90	Sao Tome and Principe
91	Senegal
92	Seychelles
93	Sierra Leone
94	Solomon Islands
95	Somalia
96	South Africa
97	South Sudan
98	Sri Lanka
99	Sudan
100	Suriname
101	Syrian Arab Republic
102	Tajikistan
103	Tanzania
104	Thailand
105	Timor-Leste
106	Togo
107	Tonga
108	Trinidad and Tobago
109	Tunisia
110	Turkmenistan
111	Turks and Caicos Islands
112	Tuvalu
113	Uganda
114	Ukraine
115	Uzbekistan
116	Vanuatu
117	Vietnam
118	Yemen
119	Zambia
120	Zimbabwe

PART B: Target Countries

1	Botswana
2	Ethiopia
3	Eswatini
4	Kenya
5	Lesotho
6	Malawi
7	Mozambique
8	Namibia
9	Nigeria
10	Philippines
11	Rwanda
12	South Africa
13	Tanzania
14	Thailand
15	Uganda
16	Vietnam
17	Zambia
18	Zimbabwe

Appendix 2

Patents

Title: AMIDE COMPOUNDS FOR THE TREATMENT OF HIV

Country	Status	Application Number	Filing Date	Patent Number	Grant Date
Armenia	Granted	201591457	28 Feb 2014	035127	30 Apr 2020
Azerbaijan	Granted	201591457	28 Feb 2014	035127	30 Apr 2020
Belarus	Granted	201591457	28 Feb 2014	035127	30 Apr 2020
Benin	Granted	1201500354	28 Feb 2014	17473	29 Apr 2016
Burkina Faso	Granted	1201500354	28 Feb 2014	17473	29 Apr 2016
Cameroon	Granted	1201500354	28 Feb 2014	17473	29 Apr 2016
Central African Republic	Granted	1201500354	28 Feb 2014	17473	29 Apr 2016
Chad	Granted	1201500354	28 Feb 2014	17473	29 Apr 2016
Comoros	Granted	1201500354	28 Feb 2014	17473	29 Apr 2016
Congo	Granted	1201500354	28 Feb 2014	17473	29 Apr 2016
Côte d'Ivoire	Granted	1201500354	28 Feb 2014	17473	29 Apr 2016
Cuba	Granted	2015-0096	28 Feb 2014	24340	05 Apr 2018
Egypt	Pending	PCT1372/2015	28 Feb 2014		
Equatorial Guinea	Granted	1201500354	28 Feb 2014	17473	29 Apr 2016
Gabon	Granted	1201500354	28 Feb 2014	17473	29 Apr 2016
Guinea	Granted	1201500354	28 Feb 2014	17473	29 Apr 2016
Guinea-Bissau	Granted	1201500354	28 Feb 2014	17473	29 Apr 2016
India	Pending	7440/DELNP/2015	28 Feb 2014		
Indonesia	Granted	P00201505361	28 Feb 2014	IDP000060331	04 Jul 2019
Kazakhstan	Granted	201591457	28 Feb	035127	30 Apr

			2014			2020	
Kyrghyzstan	Granted	201591457	28 2014	Feb	035127	30 2020	Apr
Mali	Granted	1201500354	28 2014	Feb	17473	29 2016	Apr
Mauritania	Granted	1201500354	28 2014	Feb	17473	29 2016	Apr
Niger	Granted	1201500354	28 2014	Feb	17473	29 2016	Apr
Philippines	Granted	1-2015-501881	28 2014	Feb	1-2015-501881	19 2019	Mar
Senegal	Granted	1201500354	28 2014	Feb	17473	29 2016	Apr
South Africa	Granted	2015/06098	28 2014	Feb	ZA2015/06098	25 2022	May
Tajikistan	Granted	201591457	28 2014	Feb	035127	30 2020	Apr
Thailand	Pending	1501004918	28 2014	Feb			
Togo	Granted	1201500354	28 2014	Feb	17473	29 2016	Apr
Turkmenistan	Granted	201591457	28 2014	Feb	035127	30 2020	Apr
Ukraine	Granted	a201508564	28 2014	Feb	120346	25 2019	Nov
Vietnam	Granted	1-2015-03220	28 2014	Feb	25037	09 Jul 2020	

Title: THERAPEUTIC COMPOUNDS USEFUL FOR THE PROPHYLACTIC OR THERAPEUTIC TREATMENT OF AN HIV VIRUS INFECTION

Country	Status	Application Number	Filing Date	Patent Number	Grant Date
Armenia	Granted	201990295	17 Aug 2017	036921	15 Jan 2021
Azerbaijan	Granted	201990295	17 Aug 2017	036921	15 Jan 2021
Bahamas	Granted	2805	17 Aug 2017	2805	04 Jan 2019
Belarus	Granted	201990295	17 Aug 2017	036921	15 Jan 2021
Botswana	Granted	AP/P/2019/01135 2	17 Aug 2017	AP 5494	31 Mar 2021

Dominican Republic	Granted	P2019-0033	17 Aug 2017	P2019-0033	02 Jun 2022	
Egypt	Pending	250/2019	17 Aug 2017			
Eswatini (ex. Swaziland)	Granted	AP/P/2019/011352	17 Aug 2017	AP 5494	31 Mar 2021	
Gambia	Granted	AP/P/2019/011352	17 Aug 2017	AP 5494	31 Mar 2021	
Ghana	Granted	AP/P/2019/011352	17 Aug 2017	AP 5494	31 Mar 2021	
India	Pending	201917006277	17 Aug 2017			
Indonesia	Granted	PID201902133	17 Aug 2017	IDP000084453	05 Dec 2022	
Indonesia	Pending	P00202105126	17 Aug 2017			
Indonesia	Pending	P00202110853	17 Aug 2017			
Kazakhstan	Granted	201990295	17 Aug 2017	036921	15 Jan 2021	
Kenya	Granted	AP/P/2019/011352	17 Aug 2017	AP 5494	31 Mar 2021	
Kyrghyzstan	Granted	201990295	17 Aug 2017	036921	15 Jan 2021	
Lesotho	Granted	AP/P/2019/011352	17 Aug 2017	AP 5494	31 Mar 2021	
Liberia	Granted	AP/P/2019/011352	17 Aug 2017	AP 5494	31 Mar 2021	
Malawi	Granted	AP/P/2019/011352	17 Aug 2017	AP 5494	31 Mar 2021	
Morocco	Granted	17758388.7	17 Aug 2017	3347352	03 Jul 2019	
Mozambique	Granted	AP/P/2019/011352	17 Aug 2017	AP 5494	31 Mar 2021	
Namibia	Granted	AP/P/2019/011352	17 Aug 2017	AP 5494	31 Mar 2021	
Nigeria	Granted	NG/PT/C/2019/3499	17 Aug 2017	NG/PT/C/2019/3499	08 Aug 2022	
Philippines	Pending	1-2023-552363	17 Aug 2017			
Philippines	Allowed	1-2019-500335	17 Aug 2017			
Rwanda	Granted	AP/P/2019/011352	17 Aug 2017	AP 5494	31 Mar 2021	
Sao Tome and Principality	Granted	AP/P/2019/011352	17 Aug 2017	AP 5494	31 Mar 2021	
Sierra Leone	Granted	AP/P/2019/011352	17 Aug 2017	AP 5494	31 Mar 2021	

	d	52	2017		2021	
South Africa	Granted	2019/01430	17 Aug 2017	2019/01430	29 Sep 2021	
Sudan	Granted	AP/P/2019/011352	17 Aug 2017	AP 5494	31 Mar 2021	
Tajikistan	Granted	201990295	17 Aug 2017	036921	15 Jan 2021	
Tanzania	Granted	AP/P/2019/011352	17 Aug 2017	AP 5494	31 Mar 2021	
Thailand	Pending	1901000978	17 Aug 2017			
Turkmenistan	Granted	201990295	17 Aug 2017	036921	15 Jan 2021	
Uganda	Pending	UG/P/2021/00008	17 Aug 2017			
Ukraine	Granted	a201901739	17 Aug 2017	121630	25 Jun 2020	
Uzbekistan	Allowed	IAP20190115	17 Aug 2017			
Uzbekistan	Pending	IAP2022 0154	17 Aug 2017			
Vietnam	Pending	1-2019-01371	17 Aug 2017			
Zambia	Granted	AP/P/2019/011352	17 Aug 2017	AP 5494	31 Mar 2021	
Zimbabwe	Granted	AP/P/2019/011352	17 Aug 2017	AP 5494	31 Mar 2021	

Title: SOLID FORMS OF AN HIV CAPSID INHIBITOR

Country	Status	Application Number	Filing Date	Patent Number	Grant Date
India	Pending	202017010006	16 Aug 2018		

Title: METHODS AND INTERMEDIATES FOR PREPARING A THERAPEUTIC COMPOUND USEFUL IN THE TREATMENT OF RETROVIRIDAE VIRAL INFECTION

Country	Status	Application Number	Filing Date	Patent Number	Grant Date
India	Granted	202017037053	15 Feb 2019	543768	28 Jun 2024
India	Pending	202418032672	15 Feb 2019		
India	Pending	202418032675	15 Feb 2019		
India	Pending	202418032676	15 Feb 2019		

India	Pending	202418032679	15 Feb 2019		

Title: CAPSID INHIBITORS FOR THE TREATMENT OF HIV

Country	Status	Application Number	Filing Date	Patent Number	Grant Date
India	Pending	202117000214	15 Jul 2019		

Title: CAPSID INHIBITORS FOR THE PREVENTION OF HIV

Country	Status	Application Number	Filing Date	Patent Number	Grant Date
India	Pending	202217036281	25 Nov 2020		

Appendix 3

Terms for Technology Transfer

Gilead will make the following information available to Licensee in accordance with Section 5.5 to fully enable Licensee to manufacture Lenacapavir and Product, as applicable, at commercial-scale quantities and in compliance with Gilead's required quality specifications:

1. Manufacturing process descriptions, specifications and methods;
2. Stability data;
3. Analytical method validation; and
4. Discussion of impurities.
5. Representative samples of materials on request.

Appendix 4
Trademark License of Licensed Gilead Logo

This "Trademark License Agreement" between Gilead and Licensee is entered into and made effective as of the Effective Date of the LENACAPAVIR LICENSE AGREEMENT.

1. Subject to the terms and conditions of LENACAPAVIR LICENSE AGREEMENT including Section 6.5, Gilead grants Licensee a limited, non-exclusive, non-transferrable, non-sublicensable right to use the Licensed Gilead Logo identified in Appendix 4 Section (6), as identified in the schedule below, in the Territory, on Licensee's Product packaging, namely labels adhered to bottles and vials, secondary packaging for bottles and vials and product inserts as, approved by Gilead in the Voluntary Licensee Portal, which grant is revocable at Gilead's sole discretion with or without cause.

2. Definitions. Terms used in this Trademark License Agreement shall have the same meaning as defined in the LENACAPAVIR LICENSE AGREEMENT.

3. Use of Licensed Gilead Logo. Licensee shall use the Licensed Gilead Logo only in compliance with this license, the LENACAPAVIR LICENSE AGREEMENT, and Brand Requirements for Licensees, after having been reviewed for quality control and approved by Gilead through the Voluntary Licensee Portal. The Licensed Gilead Logo shall appear in close proximity to the License Notice (defined below) appearing on Licensee's Product packaging. The Brand Requirements for Licensees will set forth details for various packaging components, size, and location. Licensee shall use the following notice language on Licensee's Product packaging, as may be amended by Gilead by time to time:

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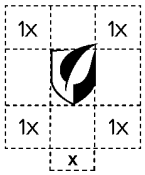

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Schedule to Appendix 4

Mark	Country	Trademark No.
	Afghanistan	
	Angola	79.959
	Anguilla	
	Antigua and Barbuda	
	Armenia	1326595
	Aruba	
	Azerbaijan	1326595
	Bahamas, The	26,554
	Bangladesh	135657
	Barbados	
	Belarus	1326595
	Belize	2254.04
	Benin	3 2004 00112
	Bermuda	
	Bhutan	

	Bolivia	99573-C
	Botswana	BW/M/04/0008
	British Virgin Islands	
	Burkina Faso	3 2004 00112
	Burundi	
	Cabo Verde	
	Cambodia	KH-T-2004-19926
	Cameroon	3 2004 00112
	Central African Republic	3 2004 00112
	Chad	3 2004 00112
	Comoros	3 2004 00112
	Congo, Rep	3 2004 00112
	Congo, Dem. Rep. of the	
	Côte d'Ivoire	3 2004 00112
	Cuba	2015-0281
	Curacao	

	Djibouti	
	Dominica	
	Dominican Republic	2004-5417
	Egypt	151013
	Equatorial Guinea	3 2004 00112
	Eswatini (Swaziland)	SXZ/T/2023/227
	Ethiopia	1326595
	Fiji	
	Gabon	3 2004 00112
	Gambia	
	Georgia	1326595
	Ghana	1326595
	Grenada	
	Guatemala	M-152-2004
	Guinea	3 2004 00112
	Guinea-Bissau	3 2004 00112

	Guyana	002712339
	Haiti	11-Z
	Honduras	00064904
	India	1102677
	Indonesia	12450.12577
	Jamaica	45215
	Kazakhstan	1326595
	Kenya	1326595
	Kiribati	
	Kyrgyzstan	1326595
	Lao, People's Dem. Rep.	10950
	Lesotho	LS/M/2023/00167
	Liberia	
	Libya	19708
	Madagascar	1326595
	Malawi	4/2004

	Maldives	
	Mali	3 2004 00112
	Marshall Islands	
	Mauritania	3 2004 00112
	Mauritius	MU/M/2015/21212
	Micronesia	
	Moldova	1326595
	Mongolia	1326595
	Montserrat	
	Morocco	30273
	Mozambique	1326595
	Myanmar	
	Namibia	2004/0030
	Nauru	
	Nepal	2004/0022563
	Nicaragua	2004-00155

	Niger	3 2004 00112
	Nigeria	TP83886/04
	North Korea	40-2002-0020777
	Pakistan	191093
	Palau	
	Papua NewGuinea	
	Philippines	4-2013-500424
	Rwanda	5245/HRK
	Samoa	
	São Tomé and Príncipe	
	Senegal	3 2004 00112
	Seychelles	
	Sierra Leone	
	Solomon Islands	
	Somalia	
	South Africa	2002/06273

	South Sudan	
	Sri Lanka	250329
	St. Kitts and Nevis	
	St. Lucia	
	St. Vincent and the Grenadines	
	Sudan	
	Surinam	
	Syrian Arabic Republic	
	Tajikistan	1326595
	Tanzania, U. Rep. of	001360
	Thailand	488154
	Timor-Leste	
	Togo	3 2004 00112
	Tonga	
	Trinidad & Tobago	
	Tunisia	EE04.0067

	Turkmenistan	1326595
	Turks & Caicos	
	Tuvalu	
	Uganda	26334
	Ukraine	1326595
	Uzbekistan	1326595
	Vanuatu	
	Vietnam	4-2004-00263
	Yemen	
	Zambia	1326595
	Zimbabwe	30/2004

Appendix 5
Licensee Trademarks

Not used

Appendix 6
Structure of Lenacapavir