LICENCE AGREEMENT

This Licence Agreement (the "**Agreement**") is made as of the date of last signature (the "**Effective Date**") by and between the **Medicines Patent Pool Foundation**, a non-profit foundation registered under the laws of Switzerland, and having a principal place of business at Rue de Varembé 7, Geneva 1202, Switzerland ("**MPP**") and the **Bill & Melinda Gates Medical Research Institute**, a non-profit medical research organization registered under the laws of the state of Washington, USA, having a principal place of business at One Kendall Square, Building 600, Suite 6-301, Cambridge, Massachusetts, USA 02139 ("**Licensee**"). Each of MPP and Licensee is referred to in this Agreement as a **Party**. MPP and Licensee are collectively referred to in this Agreement as the **Parties**.

RECITALS

WHEREAS, MPP is a non-profit organization with a mission to improve the health of people living in the developing world by increasing access to quality, safe, efficacious and affordable HIV, HCV and tuberculosis medicines by facilitating access to intellectual property on these medicines;

WHEREAS, MPP and Pfizer, Inc. entered into a License Agreement dated October 23, 2019 (the "**Pfizer License**"), in which MPP was granted certain rights to sublicense the Patent Rights (as defined below) and Know-How (as defined below) relating to the use of Compound (as defined below) in combination with other agents for the prevention and/or treatment of tuberculosis, provided that any such sublicense granted by MPP is made subject to and subordinate to the Pfizer License;

WHEREAS, the Licensee is a non-profit medical research organization whose charitable purposes include the promotion of health by accelerating the development of lifesaving and low-cost drugs, vaccines, therapeutics and diagnostics currently in the fields of malaria, tuberculosis, *Shigella* and other enteric diseases, maternal, neonatal and child health, and the broad dissemination of knowledge and information, and of products at an affordable price, to benefit those most in need within developing countries; and

WHEREAS, MPP is willing to grant such a sublicense to the Licensee pursuant to the Pfizer License for the above-mentioned purposes;

NOW THEREFORE in consideration of the covenants and obligations expressed in this Agreement, and intending to be legally bound, the Parties agree as follows:

1. Definitions

1.1 **Affiliate** shall mean in relation to a Party, any corporation, firm, partnership or other entity which is directly or indirectly controlled by, in control of, or under common control of such Party. For the purposes of this definition "control" shall mean the ability of

any corporation, firm, partnership or other entity, whether through ownership of shares or otherwise, to procure that the affairs of a Party hereto are conducted in accordance with the wishes of such corporation, firm, partnership or other entity.

1.2 **Agreement Quarter** shall mean any period of three months ending on the last day of March or June or September or December.

1.3 **Compound** shall mean sutezolid, formerly known as PNU-100480.

1.4 **Field of Use** shall mean the prevention and/or treatment of TB.

1.5 **Know-How** shall mean the Confidential Information described in Exhibit B.

1.6 **Licensed IP** shall mean the Know-How and the Patent Rights.

1.7 **Licensed Product(s)** shall mean pharmaceutical combinations and compositions containing the Compound for use in combination with other active ingredients that, but for a license under this Agreement, would infringe a valid claim of a Patent Right granted and in force or are covered by any Know-How.

1.8 **Patent Rights** shall mean those patents and patent applications as set forth in Exhibit A, which may be updated in good faith by the Parties to include additional patents or patent applications or remove patents that have expired or not issued.

1.9 **Target Countries** shall mean those countries listed in Exhibit D.

1.10 **Territory** shall mean all countries of the world.

2. Scope of the Grant

2.1 Upon the terms and subject to the conditions set out in this Agreement, MPP hereby grants to the Licensee, and the Licensee hereby accepts, a non-exclusive, non-sublicensable, non-transferable royalty-free, fully-paid license under the Licensed IP to develop, make, have made, use, file for regulatory approval, sell, have sold, offer to sell, import, export and otherwise exploit Licensed Products in the Field in the Territory.

2.2 For avoidance of doubt, nothing in this Agreement shall be construed to prevent Licensee from engaging in any activities inside or outside the Territory where such activities would not infringe a valid claim of a Patent Right granted and in force or use the Know-How.

2.3 At the request of Licensee, MPP shall negotiate in good faith to promptly enter into license or other agreements under which it would grant royalty-free, fully paid sublicenses under the Licensed IP to collaborators, contractors, or others involved in the development, manufacture, or commercialization of the Licensed Product with the

Licensee, on terms substantially similar to this Agreement.

3. Development and Registration

3.1 Development timelines. Licensee will use reasonable efforts to research and develop the Licensed Product through Phase 2 and, if the Licensed Product is determined to meet Licensee's target regimen profile ("**TRP**") and strategic objectives and receives marketing approval, help facilitate the distribution of the Licensed Products in the Field in the Target Countries (which Target Countries will be prioritized by Licensee based on cost-effectiveness, impact and other relevant factors) and in accordance with Licensee's charitable mission, strategies, and priorities. In conducting its research, development, and other activities for the Licensed Product, Licensee will adhere with the then-current open access policy and Global Access objectives of the Bill & Melinda Gates Foundation (see https://www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy and https://www.gatesfoundation.org/How-We-Work/General-Information/Global-Access-Statement). In addition, subject to applicable laws and regulations, Licensee will broadly share data and results of its research and development of the Licensed Product, including with other collaborations and public-private partnerships working to develop new TB drugs and drug regimens. Licensee will be presumed to be in noncompliance of its diligence obligations hereunder if it fails to reach the milestones at the time points as defined in Exhibit C unless Licensee can demonstrate that its failure to achieve a particular milestone was caused by scientific or clinical findings, delays caused by ethics committees or regulatory authorities, third party claims, the inability to obtain access to other compositions or compounds on appropriate terms as needed for the intended drug regimen, the lack of late stage development partners or funding, or other similar unexpected events or delays, including events beyond its reasonable control. If it is determined that a failure of due diligence has occurred and is not reasonably cured or adequately rebutted within thirty (30) days of MPP's written notice to Licensee of such failure, MPP will have the right to terminate the licenses granted to Licensee pursuant to Section 6.3 hereof. Such termination is MPP's sole and exclusive remedy for failure to satisfy any of the requirements of this Section 3.1.

3.2 Accessibility. If the Licensed Product meets the TRP and Licensee elects in its sole discretion to directly seek marketing authorization and to itself commercialize the Licensed Product, Licensee will then launch the Licensed Product(s) in a manner that facilitates its widespread availability in Target Countries (which will be prioritized by Licensee based on cost-effectiveness, impact and other relevant factors), which reasonable efforts shall include seeking to obtain adequate manufacturing capacity, adequate supply of product meeting specifications, registration of Licensed Product(s) with applicable local and global health authorities, participation in local tenders and making available to local policy makers information regarding the Licensed Product(s). If Licensee elects to commercialize the Licensed Product, then Licensee will use reasonable efforts to ensure that the Licensed Product(s) will be made available at Affordable Pricing as quickly as reasonably possible in sufficient quantities to meet the needs of TB patients in Target Countries prioritized by Gates MRI based on cost-effectiveness, impact and other relevant

factors). "Affordable Pricing" shall mean the lowest sustainable, competitive price for the Licensed Product(s) which covers the cost of raw materials, manufacturing, distribution and operational overheads, and includes a reasonable margin to help ensure the economic sustainability of the production and distribution of the Licensed Product(s). Notwithstanding the foregoing, nothing in this provision will prevent Licensee from implementing accessibility policies that will result in prices for a Licensed Product being lower than what would be required by this Section 3.2 or a Licensed Product being more widely available than what would be required by this Section 3.2. MPP acknowledges that, as a medical research organization focused on translational development, that Licensee does not currently intend to itself commercialize drug products. However, if Licensee elects to seek marketing authorization of a Licensed Product and receives a Priority Review Voucher for a Licensed Product, any proceeds from the monetization of such PRV would be expected to be used to further Licensee's charitable objectives.

3.3 Quality. If Licensee elects to commercialize Licensed Products, Licensee will commercialize the Licensed Products in a manner consistent with: (i) World Health Organization ("WHO") pre-qualification standards; or (ii) the standards of any Stringent Regulatory Authority ("Stringent Regulatory Authority"), as defined by the WHO. Where such approvals are not yet available, the Licensee may obtain temporary approval through a WHO Expert Review Panel.

3.4 Most favored licensee. MPP agrees that it will not grant any other sublicense pursuant to the Pfizer License on terms that are more favorable to such sublicensee than that granted to Licensee under this Agreement, taking into account all relevant factors, such as the date on which a sublicense is granted and the purpose for which the sublicense is granted.

3.5 Stewardship. MPP and Licensee agree on the importance of facilitating proper development, stewardship and use of new TB drugs and regimens, and Licensee intends to develop and, if it elects to distribute for therapeutic use, to distribute the Licensed Products in a manner consistent with these goals as they relate to a TB regimen. MPP and Licensee will confer, prior to the distribution of any Licensed Products for therapeutic use, in order to reach good faith agreement on terms governing the manufacture, use and sale of Licensed Products in a manner consistent with what is then recognized to be best practices for the proper stewardship of new drugs for a TB regimen, taking into account, for example, findings from the MPP's work on TB drug stewardship and Licensee's charitable mission, strategies and priorities.

3.6 Product Labeling. Licensee will cause that the labeling of all Licensed Products sold or offered for sale under this Agreement shall expressly state that the Licensed Product is manufactured under a license from the Medicines Patent Pool where local law permits.

3.7 Reports. During the period Licensee is developing the Licensed Products, Licensee will provide MPP with an annual report describing (a) the status of development

of each Licensed Product in development (b) the regulatory filing plan with the WHO Pre-qualification Programme and/or a Stringent Regulatory Authority anticipated for each Licensed Product in the upcoming calendar year if one exists, and (c) a list of countries for which regulatory approvals or authorizations have been obtained during the reporting period for any Licensed Product. Such annual report shall be provided to MPP within sixty (60) days of the end of each calendar year. Following regulatory approval for any Licensed Product by the WHO Pre-qualification Programme and/or a Stringent Regulatory Authority, Licensee will send to MPP within thirty (30) days following the end of each Agreement Quarter a written report setting forth a list of countries for which regulatory approvals or authorizations have been obtained during the reporting period for any Licensed Product, as well a statement accounting for all Licensed Products (in terms of smallest units and patient packs for each formulation) sold or supplied by the Licensee under this Agreement during such Agreement Quarter. MPP agrees that information contained in these annual and quarterly reports shall be treated as Confidential Information.

4. Representations, Warranties and Covenants

4.1 MPP and Licensee each represent and warrant that, subject to the Negation of Warranties and Disclaimers contained herein:

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

(b) this Agreement has been duly executed and delivered on behalf of such party, 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 by such party does not conflict with any agreement, license, 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.

4.2 Each of MPP and Licensee covenants and agrees that it shall perform all activities under this Agreement in accordance with all applicable laws and regulations. MPP represents and warrants that it has all authorizations, licenses, and rights necessary to grant the rights and licenses granted under this Agreement and disclose the Know-How and, to its knowledge, there are no existing or threatened claims related to the ownership, enforceability, or validity of the Licensed IP.

4.3 Negation of Warranties. EXCEPT AS EXPRESSLY STATED IN Sections 4.1 and 4.2, NEITHER MPP, PFIZER NOR LICENSEE MAKES ANY REPRESENTATIONS OR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER

EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, VALIDITY, ENFORCEABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY INFORMATION PROVIDED BY PFIZER, MPP OR THEIR AFFILIATES IS MADE AVAILABLE ON AN "AS IS" BASIS WITHOUT WARRANTY WITH RESPECT TO COMPLETENESS, COMPLIANCE WITH REGULATORY STANDARDS OR REGULATIONS OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER KIND OF WARRANTY WHETHER EXPRESS OR IMPLIED.

4.4 Waiver of Consequential Damages. EXCEPT FOR A BREACH OF ARTICLE 7.1, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS OR LOST REVENUES REGARDLESS OF WHETHER IT HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR THE TYPE OF CLAIM, CONTRACT OR TORT (INCLUDING NEGLIGENCE).

4.5. No other Promises or Warranties. Other than the obligations specifically stated in this Agreement, MPP, Pfizer and Licensee make no promises, warranties or representations, express or implied, regarding the Licensed IP or any Licensed Product. Licensee agrees that no representation or statement by any MPP or Pfizer employee shall be deemed to be a statement or representation by MPP or Pfizer and that Licensee was not induced to enter this Agreement based upon any statement or representation of MPP or Pfizer, or any employee of MPP or Pfizer. MPP and Pfizer are not responsible for any publications, experiments or results reported by any MPP or Pfizer employee, now or in the future, and it is the sole responsibility of Licensee to evaluate the Licensed IP and the accuracy of any data or results.

5. Indemnity and Insurance.

5.1. Indemnification by Licensee. Licensee agrees to indemnify, hold harmless and defend MPP, Pfizer and their Affiliates, and their respective officers, directors, employees, contractors, agents and assigns (collectively, "Indemnitees"), from and against any Claims arising or resulting from: (a) the development of a Product by Licensee, its Affiliates or subcontractors, (b) the commercialization of a Product by Licensee, its Affiliates or subcontractors, (c) the negligence, recklessness or wrongful intentional acts or omissions of Licensee, its Affiliates or subcontractors (d) breach by Licensee of any representation, warranty or covenant as set forth in this Agreement (excluding breach of Section 3.1) or (e) breach by Licensee of the scope of the license set forth in Section 2. As used herein, "Claims" means collectively, any and all demands, claims, actions and proceedings (whether criminal or civil, in contract, tort or otherwise) for losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees).

5.2. Exclusions of Indemnification by Licensee.

(a) Licensee will not indemnify Indemnitees for claims arising from the practice or exercise of any Licensed IP by the Indemnitees, or any other Sublicensee of those organizations.

(b) Licensee will not indemnify Indemnitees for a claim against the Indemnitees for injuries allegedly caused by the negligence, intentional misconduct or use or administration of a Licensed Product by any Indemnitee or another Sublicensee of MPP.

(c) Licensee will not indemnify Indemnitees for actions, claims, lawsuits or demands that allege that Licensee's use of the Licensed IP infringes or misappropriates third party intellectual property rights.

5.3. Rights and obligations of MPP and Pfizer. MPP and Pfizer shall provide Licensee with prompt notice of any claims covered by Licensee's obligation to indemnify and will provide reasonable cooperation to Licensee in Licensee's investigation and defense of such claims, at Licensee's expense; provided, however, that failure to provide such notice shall not relieve Licensee from its liability or obligation hereunder, except to the extent of any material prejudice as a direct result of such failure. Licensee shall have sole control of the defense but Indemnitees shall have the right to participate in such defense with counsel of their choice and at their own expense. Indemnitees shall have the right to approve the settlement of any claim hereunder that imposes any liability or obligation on Indemnitees, or materially adversely impacts Indemnitees' rights or obligations.

5.4. Insurance. Prior to initial human testing of any Licensed Product, Licensee will establish and maintain Comprehensive General Liability Insurance, including Clinical Trial Insurance, with a reputable and financially secure insurance carrier or through a self-insurance program acceptable to Pfizer to cover any liability of Indemnitees related to any Licensed Product, or otherwise arising from the activities of Licensee. Prior to the first commercial sale of any Licensed Product, Licensee will establish and maintain Comprehensive General Liability Insurance, including Product Liability Insurance and Contractual Liability Insurance, with a reputable and financially secure insurance carrier or through a self-insurance program reasonably acceptable to Pfizer to cover any liability of Indemnitees to third parties related to any Licensed Product, or otherwise arising from the activities of Licensee. The Comprehensive General insurance policy shall provide minimum liability coverage of $5,000,000 per claim and $10,000,000 in the aggregate, and shall include Indemnitees as additional insureds. Licensee will furnish a Certificate of Insurance or other evidence of compliance upon reasonable request. All insurance of Licensee will be primary coverage; other insurance of Indemnitees will be excess and noncontributory. Insurances to be procured by Licensee in this Section shall be maintained during the Term and until the later of: (a) three (3) years after termination or expiration of this Agreement, or (b) the date that all statutes of limitation covering claims or suits that may be instituted for personal injury based on the sale or use of the Licensed Product have expired.

5.5. Indemnification by MPP. MPP agrees that it shall be responsible for injuries or losses to third parties arising from or related to its own acts or omissions, or caused by or arising from Licensed Products of MPP or another MPP Sublicensee, or allegedly arising as a consequence of the exercise by MPP of any rights granted in this Agreement. To that end, MPP shall protect, indemnify, and hold harmless Licensee from any claims arising therefrom, including defending any action brought against Licensee with counsel reasonably acceptable to Licensee, and indemnifying Licensee, as against any judgments, fees, expenses, or other costs arising from or incidental to any product liability or other lawsuit, claim, demand or other action, whether or not Licensee is named as a party defendant in any such lawsuit and whether or not Licensee is alleged to be negligent or otherwise responsible for any injuries to persons or property.

Exercise of the rights granted in this Agreement by an Affiliate of MPP or another Sublicensee of MPP or by a third party on behalf of or for the account of MPP, shall be considered MPP's exercise of the rights granted in this Agreement for purposes of this Section.

5.6. Exclusions of Indemnification by MPP.

(a) MPP will not indemnify Licensee for claims arising from the practice by Licensee of the Patent Rights or exercise of rights retained by Licensee under this Agreement.

(b) MPP will not indemnify Licensee for a claim against Licensee for injuries allegedly caused solely and directly by negligent use or administration by Licensee of a Licensed Product of Licensee, but any products liability or similar claim based upon a Licensed Product made by or provided by MPP or another Sublicensee of MPP will be covered by this indemnification requirement.

5.7. Rights and obligations of Licensee. Licensee shall provide MPP with prompt notice of any claims covered by MPP’s obligation to indemnify, and will provide reasonable cooperation to MPP in MPP's investigation and defense of such claims. Licensee shall have the right to participate in such defense with counsel of its choice and at Licensee’s own expense. Licensee shall have the right to approve the settlement of any claim hereunder that imposes any liability or obligation on Licensee, or affects the Patents, other than the payment of money damages paid by MPP or another Sublicensee of MPP.

6. Term and Termination

6.1 Term. This Agreement shall enter into force upon the Effective Date and, unless earlier terminated as provided herein, shall expire on the fifteenth (15th) anniversary of the execution date of the Pfizer License.

6.2 Termination by Licensee. Licensee may terminate this Agreement at any time upon written notice.

6.3 Termination for Material Breach. Subject to Licensee's right to rebut a presumption that Licensee is in breach of its diligence obligations set forth in Section 3.1, 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 30 days after such written notice to cure such breach, or to provide a timeline to cure such breach to the satisfaction of the non-breaching party. If such breach is not cured within the 30 day period or in accordance with the timeline, this Agreement shall effectively terminate.

6.4 Insolvency. Either Party may terminate this Agreement in the event that the other Party becomes insolvent, makes an assignment to the benefit of creditors, or has a petition in bankruptcy filed for or against it.

6.5 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.

6.6 Survival. Sections 5, 6.6, 6.7, 7 and 8 shall survive termination or expiry of this Agreement. For clarity, upon termination of this Agreement for any reason, Licensee is relieved of its diligence and other obligations under Section 3.

6.7. Pfizer License. In the event the Pfizer License is terminated by Pfizer prior to the end of its term, this Agreement will automatically be converted into a direct license between Pfizer and Licensee, provided that Licensee is not in breach of any term of this Agreement.

7. Confidentiality and Publications

7.1 Confidential Information. All technology, know-how, business information, (including the annual and quarterly reports required by Section 3.7 hereof) or any other confidential information disclosed by one party to the other party shall be governed by the terms of the mutual Nondisclosure Agreement with an effective date of December 10, 2019 as executed by the Parties ("**NDA**").

7.2 Publicity. Each Party shall seek each other's previous written approval of any initial press release or public announcement concerning the grant, scope or terms of this licence prior to such press release or other publication being made. Following an initial announcement, neither Party shall be required to seek the other Party's consent to make public statements, by press release or otherwise, regarding the existence of this Agreement, the identity of the Parties, the terms, conditions and subject matter of this Agreement, or otherwise in reference to this Agreement, provided such statements are accurate and not

misleading and have been previously approved for release by the parties. It is understood and accepted by Licensee that MPP will publish the full contents of this Agreement on its website as of the Effective Date, and that Licensee and its Affiliates may include the terms and details of this Agreement, including the name of MPP, in its periodic public reports and may make that information available on their respective websites and as part of public records, tax returns and other similar public disclosures.

7.3 Other Use of Licensee Name. Except as set forth herein, including Section 7.2, MPP will not use the names, marks, logos, or trade dress of Licensee or its Affiliates (including the Bill & Melinda Gates Foundation and its trustees) in any public or promotional materials (including printed materials, email signatures, business cards, client lists, letterhead and the like) without the prior written consent of Licensee.

8. Miscellaneous

8.1 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.

8.2 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.

8.3 Severability. The Parties hereby expressly state that it is not their intention to violate any applicable rule, law or regulation. If any of the provisions of this Agreement are held to be void or unenforceable with regard to any particular country by a court of competent jurisdiction, then, to the extent possible, such void or unenforceable provision shall be replaced by a valid and enforceable provision which will achieve as far as possible the economic business intentions of the Parties. The provisions held to be void or unenforceable shall remain, however, in full force and effect with regard to all other countries. All other provisions of this Agreement shall remain in full force and effect.

8.4 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) one day after receipt if sent by a reputable

international courier service:

In the case of Licensee:

Bill & Melinda Gates Medical Research Institute
One Kendall Square, Building 600, Suite 6-301
Cambridge, Massachusetts, USA 02139

Attention: Legal

With a copy to:

Via Postal Service	Bill & Melinda Gates Medical Research Institute PO Box 23350 Seattle, WA 98102 U.S.A. Attention: General Counsel
Via Courier	Bill & Melinda Gates Medical Research Institute 1432 Elliott Ave. W. Seattle, WA 98119 U.S.A. Attention: General Counsel

and by email to: Legal@GatesMRI.org

In the case of MPP:

Medicines Patent Pool
Chemin Louis-Dunant 17
Geneva 1202
Switzerland

Attention: General Counsel
Email: office@medicinespatentpool.org

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

8.5 Language; Governing Law. This Agreement shall be construed, and legal

relations between the parties hereto shall be determined, in accordance with the laws of the State of New York applicable to contracts executed and wholly to be performed within the State of New York without giving effect to the principles of conflicts of laws. Any disputes between the parties to the Agreement including the applicability of any Patent, shall be brought in the state or federal courts located in New York, New York. Both parties agree to waive their right to a jury trial and to consent to jurisdiction in such courts.

8.6 Dispute resolution. The parties agree that in the event of a dispute they shall first attempt in good faith to resolve such dispute. In the even that such dispute is not resolved on an informal basis, either Party may refer the dispute to the Executive Director of the MPP, and to Licensee's CEO (together, the Designated Officers). If such dispute is not resolved by the Designated Officers within 30 days, either party may commence court proceedings.

8.7 Assignment. Neither Party may assign all or part of this License Agreement without the other Party's prior written consent.

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

[signatures appear on following page]

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

MPP:

Medicines Patent Pool Foundation

DocuSigned by:
By Charles Gore
4713D0F59C13482...
Name: Charles Gore
Title: Executive Director
Date: November 24, 2020

LICENSEE:

Bill & Melinda Gates Medical Research Institute

DocuSigned by:
By Manfred Lauchart
8B6C902D3549420...
Name: Manfred Lauchart
Title: Head Portfolio & Project Management
Date: November 23, 2020

Exhibit A
Patents

Docket Number	Country	Application Number	Application Date	Patent Number	Grant Date	Expiration Date
PC 33817A	Brazil	PI0918802-9	8/31/2009			
PC 33817A	Canada	2735229	8/31/2009	2735229	1/28/2014	8/31/2029
PC 33817A	Hong Kong	11110319.0	9/30/2011			
PC 33817A	Israel	211293	8/31/2009			
PC 33817A	Mexico	MX/A/2011/002348	8/31/2009	307125	1/31/2013	8/31/2029
PC 33817A	New Zealand	591169	8/31/2009	591169	3/22/2013	8/31/2029
PC 33817A	South Africa	2011/01742	8/31/2009	2011/01742	11/30/2011	8/31/2029

Exhibit B
Know-How

Exhibit C
Development Milestones

Milestone	Approximate Date
First dosing of subject in Ph2b/c study	Jan 2022
Completion of Ph2b/c study	Aug 2025
First dosing of patient in Ph 3 study	Aug 2026
Completion of Ph 3 study	Mar 2030
First filing for marketing approval with SRA	Jun 2030
Submission of application of WHO PQ	Within 6 months after receipt of first MA in SRA

MPP acknowledges that, as a medical research organization focused on translational development, that Licensee does not currently intend to itself conduct Ph3 studies nor commercialize drug products. Accordingly, the activities noted above beyond the completion of the Ph2b/c study would require identifying later-stage partners willing to undertake development and commercialization efforts beyond Phase 2b/c, including availability of funding and access to other drugs included in the applicable regimen, including the cooperation of those asset owners.

Exhibit D
Target Countries

Afghanistan
Albania
Algeria
American Samoa
Angola
Argentina
Armenia
Azerbaijan
Bangladesh
Belarus
Belize
Benin
Bhutan
Bolivia
Bosnia and Herzegovina
Botswana
Brazil
Bulgaria
Burkina Faso
Burundi
Cabo Verde
Cambodia
Cameroon
Central African Republic
Chad
China
Colombia
Comoros
Congo, Dem. Rep.
Congo, Rep.
Costa Rica
Côte d'Ivoire
Cuba
Djibouti
Dominica
Dominican Republic
Ecuador
Egypt, Arab Rep.
El Salvador
Equatorial Guinea
Eritrea
Eswatini
Ethiopia
Fiji
Gabon
Gambia, The
Georgia
Ghana
Grenada
Guatemala
Guinea
Guinea-Bissau
Guyana
Haiti
Honduras
India
Indonesia
Iran, Islamic Rep.
Iraq
Jamaica
Jordan
Kazakhstan
Kenya
Kiribati
Korea, Dem. People's Rep.
Kosovo
Kyrgyz Republic
Lao PDR
Lebanon
Lesotho
Liberia
Libya
Madagascar
Malawi
Malaysia
Maldives
Mali
Marshall Islands
Mauritania
Mexico
Micronesia, Fed. Sts.
Moldova
Mongolia
Montenegro
Morocco
Mozambique
Myanmar
Namibia
Nepal
Nicaragua
Niger
Nigeria
North Macedonia
Pakistan
Papua New Guinea
Paraguay
Peru
Philippines
Russian Federation
Rwanda
Samoa
São Tomé and Principe
Senegal
Serbia
Sierra Leone
Solomon Islands
Somalia
South Africa
South Sudan
Sri Lanka
St. Lucia
St. Vincent and the Grenadines
Sudan
Suriname
Syrian Arab Republic
Tajikistan
Tanzania
Thailand
Timor-Leste
Togo
Tonga
Tunisia
Turkey
Turkmenistan
Tuvalu
Uganda
Ukraine
Uzbekistan
Vanuatu
Venezuela, RB
Vietnam
West Bank and Gaza
Yemen, Rep.
Zambia
Zimbabwe