EXECUTION COPY

LICENSE AGREEMENT

This License Agreement (the "**Agreement**") is made as of the 12th day of November 2018 (the "**Effective Date**") by and between **AbbVie Inc.,** a Delaware corporation having its principal place of business at 1 North Waukegan Road, North Chicago, Illinois 60064, AbbVie Deutschland GmbH & Co KG having its principal place of business at Knollstraße 67061 Ludwigshafen, Germany (collectively, "**AbbVie**"), and 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**"). Each of AbbVie and MPP is referred to in this Agreement as a **Party**. AbbVie and MPP 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 medicines, including HCV medicines, by facilitating access to intellectual property on these medicines;

WHEREAS, AbbVie owns certain valuable rights, title and interest in or has the right to sublicense, including pursuant to a Collaborative and License Agreement dated November 27, 2006 (the "Collaboration Agreement"), the AbbVie Patents (as defined below) relating to the antiviral compounds known as glecaprevir and pibrentasvir, and formulations and manufacturing processes related to those compounds;

WHEREAS, the MPP desires to obtain a license from AbbVie under the AbbVie Patents to allow it to grant sublicenses of the AbbVie Patents to a limited number of third parties in order to promote access to antiviral drugs in a number of low and middle-income countries;

WHEREAS, AbbVie is willing to grant such a license provided that such sublicenses are in the form of the Sublicense (as defined below);

WHEREAS, the intent of this Agreement is to provide access to AbbVie Patents, and not to create any non-patent-related barriers where AbbVie Patents do not exist;

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 **AbbVie Patents** shall mean Territory Patents and Non-Territory Patents.

1.2 **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 with 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.

1.3 **Commercialization** shall mean any and all activities directed to the preparation for sale of, offering for sale of, having sold, or sale of a Licensed Product, including activities related to marketing, promoting, distributing, and importing such Licensed Product. When used as a verb, "**to Commercialize**" and "**Commercializing**" means to engage in Commercialization, and "**Commercialized**" has a corresponding meaning.

1.4 **Development** shall mean all activities related to research, pre-clinical and other non-clinical testing, test method development and stability testing, toxicology, formulation, process development, manufacturing scale-up, qualification and validation, quality assurance/quality control, clinical studies, including Manufacturing in support thereof, statistical analysis and report writing, the preparation and submission of applications to regulatory authorities, regulatory affairs with respect to the foregoing and all other activities necessary or reasonably useful or otherwise requested or required by a regulatory authority as a condition or in support of obtaining or maintaining a regulatory approval. When used as a verb, "**Develop**" means to engage in Development.

1.5 **Exploit** or **Exploitation** shall mean to make, have made, import, use, sell, have sold, or offer for sale, including to research, Develop, Commercialize, register, Manufacture, have Manufactured, hold, or keep (whether for disposal or otherwise), have used, export, transport, distribute, promote, market, or have sold or otherwise dispose of.

1.6 **Field** shall mean the treatment of Hepatitis C (HCV).

1.7 **Licensed Compounds** shall mean the antiviral compounds known as glecaprevir and pibrentasvir in a fixed dose combination bioequivalent to Maviret™/Mavyret™, manufactured or sold for the sole purpose of use in the Field in the Territory.

1.8 **Licensed Products** shall mean products for use in the Field containing the Licensed Compounds.

1.9 **Manufacture** and **Manufacturing** shall mean all activities related to the production, manufacture, having manufactured, processing, filling, finishing, packaging, labeling, shipping, and holding of the Licensed Product, or any intermediate thereof, including process development, process qualification and validation, scale-up, pre-clinical, clinical and commercial manufacture and analytic development, product characterization, stability testing, quality assurance, and quality control.

1.10 **Manufacturing-Only Countries** shall mean those countries set forth in Exhibit B.

1.11 **New Formulation** shall mean any Licensed Product that has not been approved for use in the Field as of the Effective Date.

1.12 **New Glecapravir/Pibrentasvir Formulation** shall mean those New Formulations containing the Licensed Compounds.

1.13 **Non-Territory Eligible Purchasers** shall mean: (a) the following organizations to the extent that they are not-for-profit organizations: (i) NGOs including without limitation those recognized by the applicable local government ministry; (ii) UN-related organizations working for or within the Territory, including but not limited to UNDP and UNICEF; (iii) Not-for-profit organizations including without limitation, Médecins Sans Frontières, Save-the-Children, OXFAM

and the International Committee of the Red Cross (ICRC); and (iv) Funding mechanisms and programs funded by such mechanisms, including without limitation, UNITAID, PEPFAR, USAID, Global Fund, etc.; and agencies based outside the Territory to the extent that they are supporting implementation locally within the Territory, and (b) nominally for-profit procurement organizations but only to the extent that such procurements are supporting not-for-profit treatment programs as described in (a) of this provision.

1.14 **Non-Territory Patents** shall mean those patents and patent applications listed in Exhibit D, and any continuation, continuation-in-part, divisional applications, and foreign equivalents thereof.

1.15 **Sole License** shall mean a non-exclusive license granted solely to AbbVie and to no other party.

1.16 **Sublicense** shall mean the Form Sublicense Agreement as attached in Exhibit E.

1.17 **Sublicensee** shall mean any entity that has entered into a Sublicense.

1.18 **Territory** shall mean those countries set forth in Exhibit A.

1.19 **Territory Patents** shall mean those patents and patent applications as set forth in Exhibit C, and any continuation, continuation-in-part, divisional applications and foreign equivalents thereof.

1.20 **Third Party** means any individual or entity other than MPP, AbbVie and their respective Affiliates.

2. License Grants

2.1 Subject to the other terms and conditions of this Agreement and the Collaboration Agreement, AbbVie hereby grants to MPP:

(a) a non-exclusive, non-transferable license to grant sublicenses in accordance with Section 3 under the Territory Patents to Exploit the Licensed Products in the Field and in the Territory;

(b) a non-exclusive, non-transferable license to grant sublicenses in accordance with Section 3 under the AbbVie Patents to Manufacture and Develop the Licensed Compounds and Licensed Products in the Territory solely for the purpose of Commercialization of Licensed Products in the Field and in the Territory;

(c) a non-exclusive, non-transferable license to grant sublicenses in accordance with Section 3 under the AbbVie Patents to Manufacture and Develop the Licensed Compounds and Licensed Products in the Manufacturing-Only Countries solely for the purpose of Commercialization of Licensed Products in the Field and in the Territory;

(d) a non-exclusive, non-transferable license to grant sublicenses in accordance with Section 3 under the AbbVie Patents to sell, have sold, offer to sell, or otherwise

distribute Licensed Products to Non-Territory Eligible Purchasers solely for the purpose of Commercialization of Licensed Products in the Field and in the Territory; and

(e) a non-exclusive, non-transferable license to grant sublicenses in accordance with Section 3 under the AbbVie Patents to sell, have sold, offer to sell, or otherwise distribute Licensed Compounds solely for the purpose of Commercialization of Licensed Products in the Field and in the Territory.

2.2 MPP agrees that it will not itself Exploit the AbbVie Patents in any manner. The licenses granted hereunder do not include any license or other right to use any AbbVie trademark, trade name, logo or service mark (each, an "**AbbVie Mark**") or any word, logo or any expression that is similar to or alludes to any AbbVie Mark.

2.3 Nothing in this Agreement shall be construed to prevent Sublicensees from engaging in any activities where such activities would not infringe an AbbVie Patent granted and in force, including, without limitation, where a country has issued a compulsory license on AbbVie Patent(s).

2.4 AbbVie shall provide, upon MPP's request, a Sublicensee with new chemical entity (NCE) exclusivity or other regulatory exclusivity waivers to the extent required by the applicable regulatory authorities in order to manufacture or sell Licensed Product(s) in the Territory in accordance with the terms of the Sublicense. AbbVie shall further provide, upon MPP request, a Sublicensee with one copy of all non-commercial and non-manufacturing documents, including clinical data , only to the extent that such documents are reasonably necessary for the registration of the Licensed Compound or Licensed Product in the Territory, as long as is reasonably available to AbbVie without undue searching, provided however that the foregoing will in no event require AbbVie to provide copies of laboratory notebooks or manufacturing run records required to be maintained by AbbVie under applicable law. To the extent any documents requested under this Section 2.4 contain disclosure of Confidential Information, AbbVie shall have the right to reasonably decline such request. In the event AbbVie approves such request containing Confidential Information, Sublicensee shall sign a confidentiality agreement in a form approved by AbbVie that limits access and disclosure of the Confidential Information.

2.5 Except as expressly set forth in this Agreement, AbbVie does not grant any license to MPP under any of its intellectual property rights (including, without limitation, AbbVie Patents or rights to any proprietary compounds or drug substances other than Licensed Compounds). Nothing in this Agreement obligates AbbVie to provide to MPP or any Sublicensee any information related to the composition or formulation of, or the method of making or using, the Licensed Compounds or Licensed Products.

2.6 Notwithstanding anything to the contrary herein, MPP acknowledges and agrees that the license granted under this Section 2 is granted solely under and with respect to AbbVie Patents for the purposes of supplying Licensed Compounds and Licensed Products for ultimate use in Licensed Products used in the Field and in the Territory. Nothing in this Agreement will be construed as granting MPP or a Sublicensee any rights under any patents, know-how or otherwise to use or sell the Licensed Product for ultimate use outside of the Field or outside of the Territory.

3. Sublicenses

3.1 Form of Sublicense. MPP shall not grant sublicenses other than in the form of the Sublicense.

3.2 Sublicensee Identification. The Parties intend that MPP will identify potential Third Party manufacturers of pharmaceutical products with a view to enter into Sublicenses. Upon identification of such a manufacturer, in each case, MPP shall provide notice to AbbVie of the identity of the manufacturer (including the name, address, principle place of business, list of affiliated entities) and provide AbbVie with (1) the information contemplated by Section 3.3, (ii) the complete development plans including timelines of key development steps and country filing plans for the Licensed Compounds and Licensed Products; and (iii) and any additional information that may be at the time reasonably requested by AbbVie to enable AbbVie to evaluate a proposed Sublicensee. AbbVie shall have forty-five 45 days after the day MPP provides notice required in this Section 3.2 to raise any reasonable concerns with a potential Sublicensee. MPP shall consider in good faith AbbVie's reasonable concerns prior to finalizing a Sublicense to the AbbVie Patents.

3.3 Sublicensee Certification. MPP shall only enter into Sublicenses with Third Parties that have produced reasonable evidence demonstrating (i) their intent and capability to comply with applicable laws relating to corruption (including anti-bribery laws and the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010) and (ii) where such licensee obtains the right to Manufacture Licensed Compounds or Licensed Products, their capability to engage in such manufacture in a manner consistent with (a) World Health Organization pre-qualification standards; or (ii) the standards of any applicable regulatory authority which are members, observers or associates of the International Conference on Harmonization of Technical Requirements for Registration of Pharmaceuticals for Human Use. Certification to this effect, absent contrary evidence, shall constitute reasonable evidence under this Section 3.3.

3.4 Regulatory Authorities. MPP shall cause Sublicensees to obtain from the relevant authorities in the Territory and maintain in force all required health registrations, permissions, consents and regulatory authorisations relating to the importation, manufacture and sale of the Licensed Products which are necessary to enable the Licensed Products and Licensed Compounds to be sold or supplied in the Territory in accordance with this Agreement.

3.5 Pharmacovigilence. MPP shall cause Sublicensees to agree to cooperate with AbbVie in fulfilling any pharmacovigilance reporting responsibilities AbbVie may have under applicable laws and regulations, as specified by Abbvie and as arising out of this agreement; *provided*, Sublicensee must be responsible for fulfilling all pharmacovigilance activities as per the local regulations and requirements for the Licensed Products in the Territory. If MPP or any Sublicensee becomes aware of any adverse reaction relating to the Licensed Products in connection with this Agreement or a Sublicense Agreement, MPP or the relevant Sublicensee shall inform AbbVie within 24 hours of its becoming aware and cooperate with AbbVie in fulfilling AbbVie's reporting responsibilities under applicable laws and regulations.

3.6 Non-Diversion. MPP shall cause the Sublicensees to agree not to, directly or indirectly, sell or supply:

(a) Licensed Products or Licensed Compounds to any Third Party that the Licensee knows, believes or ought reasonably to suspect will Commercialize Licensed Products or Licensed Compounds outside the Territory where such Commercialization would infringe an

AbbVie Patent granted and in force;

(b) Licensed Products or Licensed Compounds to any Third Party that the Licensee knows, believes or ought reasonably to suspect will Commercialize Licensed Products or Licensed Compounds outside the Field where such Commercialization would infringe an AbbVie Patent granted and in force; nor

(c) Licensed Compounds to any Third Party that the Licensee knows, believes or ought reasonably to suspect will Commercialize the Licensed Compounds other than in a Licensed Product, where such Commercialization would infringe an AbbVie Patent granted and in force.

3.7 Insurance. MPP shall cause the Sublicensees to purchase and maintain appropriate product liability insurance.

3.8 Packaging, Trademarks, and Trade Dress. MPP shall cause the Sublicensees to agree not to Exploit any Licensed Products or Licensed Compounds that contain AbbVie Marks, including without limitation the brand name Maviret™ or Mavyret™ or any name confusingly similar thereto, or the same or confusingly similar color scheme used by AbbVie for its Mavryet™/Maviret™ pills and packaging. MPP shall require its Sublicensees to obtain AbbVie's prior written approval, such approval not to be unreasonably withheld, of Sublicensees' proposed trademark, trade dress, product markings or the color or shape of the Licensed Products, and require Sublicensees to supplement with updated samples and color photographs in the event the Sublicensee changes packaging or pill colors. MPP will promptly forward such samples and photographs to AbbVie. If in AbbVie's reasonable opinion, a Sublicensee proposes to use marks, packaging, or a color scheme that is the same or confusingly similar to AbbVie's Mavyret™/Maviret™ products, MPP shall cause Sublicensee to change its marks, packaging, or color scheme (including pill color), as applicable, and provide AbbVie with confirmation and new samples and photographs confirming the change. AbbVie's consent shall be understood as provided unless otherwise notified by AbbVie within thirty (30) days of Sublicensee's initial written request.

3.9 New Glecaprevir/Pibrentasvir Formulations. MPP will require that the Sublicensees grant to AbbVie an option to and right of first refusal for:

(a) (1) the sole right to purchase New Glecaprevir/Pibrentasvir Formulations from the Sublicensee developing such formulation for sale in the United States and European Union under terms to be agreed upon by the Sublicensee and AbbVie; or (2) a Sole License to any patents and know-how necessary or useful in exploiting such New Glecaprevir/Pibrentasvir Formulations in the United States and European Union under terms to be agreed upon by Sublicensee and AbbVie; *provided*, in the event that AbbVie chooses option (2), the term of such Sole License shall last until the termination or expiration of this Agreement, whereupon such Sole License will be converted into a license under royalty and terms to be agreed upon by Sublicensee and AbbVie, and AbbVie will pay Sublicensee a royalty of 4% of the Net Sales of the New Glecaprevir/Pibrentasvir Formulation, payable at the end of each Agreement Quarter for such Sole License; and

(b) a non-exclusive right to commercialize and otherwise exploit the New Glecaprevir/Pibrentasvir Formulations outside the United States and the European Union and outside the Territory through purchase or royalty-free non-exclusive license.

AbbVie will have ninety (90) days from the date of notification to AbbVie of a New Glecaprevir/Pibrentasvir Formulation in which it may provide notice of its intent to exercise the option provided in this section, failing which the option(s) will have been deemed to be declined.

4. MPP Obligations

4.1 Monitoring of Compliance. MPP agrees to monitor compliance with each Sublicense by each Sublicensee. Such monitoring shall include:

(a) reviewing with all reasonable skill and care any reports provided to MPP by the Sublicensee under Sections 3.5 and 10.2 of the Sublicense;

(b) within 30 days of the expiry of the ten Business Day period referred to in Section 10.2 of the Sublicense, assessing in relation to each Sublicensee whether the supplies of Licensed Products made in the relevant Agreement Quarter were made in accordance with the terms of the Sublicense and this Agreement, and promptly reporting the outcome of such assessment to AbbVie; and

(c) fully exercising the audit right set out in Section 10.1 of the Sublicense at MPP's own cost as soon as MPP has reasonable cause to believe (or as soon as AbbVie and MPP have agreed that they have reasonable cause to believe) an audit is necessary.

4.2 Reports. MPP will send to AbbVie within 30 days following the end of each calendar quarter (i) the number of units of Licensed Products sold by strength / formulation by country in the Territory, and (ii) the amount of Licensed Compound manufactured under this Agreement for the purpose of making Licensed Products. AbbVie agrees that information contained in quarterly and other such reports shall be treated as Confidential Information.

4.3 Audit. MPP grants AbbVie the right, with reasonable notice, to: (a) inspect and audit the performance of, and compliance with, this Agreement and applicable laws; and (b) inspect and audit all documents and other records relating to the performance of this Agreement. MPP will cooperate with and provide all reasonable assistance to AbbVie, its officers, employees, agents, advisors, representatives or contractors exercising AbbVie's rights under this Section 4.3. AbbVie will provide MPP with a commercially reasonable period of notice of the proposed audit; *provided, however*, dispute as to such notice shall not limit MPP's obligations under this section. The Parties agree that such audits will not be conducted more than once in any 12-month period, unless the prior audit has shown evidence of the failure of MPP or a Sublicensee to perform in compliance with this Agreement or with applicable laws.

4.4 Notification of Termination. If MPP terminates any Sublicensee, MPP will notify AbbVie within thirty (30) days of the date of termination.

4.5 OFAC. MPP represents that neither MPP nor, to the knowledge of MPP, any director, officer, employee, or agent of MPP, is an individual or entity ("Person") that is, or is owned or controlled by Persons that are: (i) the target of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("Sanctions"), or (ii) located, organized or resident in a country or territory that is, or whose government is, the target of Sanctions (including, without limitation, Cuba, Iran, North Korea, Sudan, and Syria). MPP represents and covenants that it will not, directly or indirectly, use, transfer, lend, contribute or otherwise make

available AbbVie Patents to any Person to engage in any activities or business of or with any Person, or in any country or territory, that, at the time of such transfer or other transaction, is, or whose government is, the target of Sanctions unless exempt from, or authorized pursuant to, applicable Sanctions.

5. Representations, Warranties and Covenants

5.1 Ability to Perform. MPP and AbbVie each represent and warrant that:

(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, 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.

5.2 MPP Representations. MPP represents, warrants and covenants that:

(a) all of its activities related to the use of the AbbVie Patents and Licensed Product by the Sublicensees, pursuant to this Agreement and the Sublicense(s) will comply with all applicable legal and regulatory requirements;

(b) as between AbbVie and MPP and between AbbVie and any Sublicensee, MPP acknowledges and agrees that AbbVie will have no liability whatsoever in relation to any infringement of the intellectual property rights of any Third Party by either MPP or any Sublicensee; and

(c) it will make reasonable efforts to ensure adequate supply of Licensed Product in the Territory.

5.3 Law Compliance

(a) General. MPP covenants and agrees that it shall perform all activities under this Agreement in accordance with all applicable laws and regulations, including all applicable anti-bribery and corruption laws (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010) and, in particular, MPP will not, directly or indirectly, offer, promise or give any financial or other advantage and or pay money or anything of value to government officials, political parties, candidates and any other person for the purposes of corruptly obtaining or retaining business. MPP will certify to AbbVie in writing, at the frequency requested by AbbVie (and at least once annually), compliance with their obligations under this Agreement (including compliance with the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010).

(b) 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.

5.4 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MPP ACKNOWLEDGES AND AGREES THAT (I) THE ABBVIE PATENTS ARE LICENSED TO MPP "AS IS" AND (II) ABBVIE DOES NOT GIVE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LICENSED PRODUCTS, THE ABBVIE PATENTS OR ANY OTHER MATTER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT.

5.5 Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR OTHERWISE, IN RECOGNITION OF THE HUMANITARIAN NATURE OF THIS AGREEMENT AND THE LACK OF ANY ROYALTY TO ABBVIE OR OTHER PAYMENTS TO ABBVIE UNDER THIS AGREEMENT, ABBVIE WILL NOT HAVE ANY LIABILITY TO MPP OR THE SUBLICENSEES FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES RELATED TO THIS AGREEMENT UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY. IN PARTICULAR, AND WITHOUT LIMITING THE FOREGOING, ABBVIE WILL HAVE NO LIABILITY IN THE EVENT THE ABBVIE PATENTS ARE INVALID OR UNENFORCEABLE, OR IN THE EVENT THE EXERCISE BY MPP OF ITS RIGHTS UNDER THIS AGREEMENT OR A SUBLICENSEE UNDER THE RELEVANT SUBLICENSE AGREEMENT INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

5.6 MPP Indemnity. MPP shall jointly and severally indemnify and hold harmless and defend AbbVie, and its Affiliates, licensors, which licensors include AbbVie's Collaboration Agreement partner, directors, officers, employees and agents (collectively, the "AbbVie 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 an AbbVie Indemnitee becomes legally obligated to pay because of any claim against it arising out of or relating, directly or indirectly to: (a) any breach by MPP of the terms and conditions of this Agreement, (b) any negligence or willful misconduct by or on behalf of MPP, or (c) any breach of a Sublicense by 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 continue until the expiration of the last-to-expire AbbVie Patent containing a valid claim covering the manufacture, use, import, offer for sale or sale of Licensed Compound or the Licensed Product in the Field in the Territory.

6.2 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 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.

6.3 Additional Termination Rights.

(a) AbbVie will have the right to terminate this Agreement, at AbbVie's sole discretion, upon delivery of written notice to MPP in the event of (i) any failure by MPP of ensuring compliance with relevant OFAC regulations under Section 4.5 of this Agreement, and (ii) the uncured material breach of any of MPP's obligations under Sections 3 & 4 of this Agreement, where notice and opportunity to cure shall follow those provisions set forth in Section 6.2.

(b) Each of AbbVie and MPP will have the right to terminate any Sublicense, upon delivery of written notice to the relevant Sublicensee(s) upon the occurrence of any of the following: (i) without prejudice to Section 2.3 and 2.6, a cross border diversion of the Licensed Compounds or Licensed Products whereby any Sublicensee (directly or indirectly or through a Third Party, located in or out of the Territory) uses, offers for sale, sells, has sold Licensed Compounds or Licensed Products for use in any country outside of the Territory in breach of this Agreement; (ii) any Exploitation of the Licensed Compounds outside the Field or outside the Territory where such Exploitation would infringe any AbbVie Patent granted and in force; (iii) in the event of any violation of any laws and regulations or misappropriation of a Third Party's intellectual property rights by a Sublicensee anywhere in the world, pursuant to which AbbVie is joined in litigation or risks payment of fines, fees or damages; and (iv) in the event of any breach of Section 3.8 herein, but only after a failure of the Sublicensee to change its marks, packaging, or color scheme (including pill color), as applicable, to be different and non-confusingly similar.

6.4 Effect of Termination.

(a) In the event that this Agreement is terminated other than under Section 6.1, (i) all rights and licenses granted to MPP under Section 2 will terminate; (ii) all Sublicenses will be automatically converted into licenses between AbbVie and the Sublicensees, provided that the Sublicensee is not in breach of the Sublicense, and that AbbVie reserves its rights to terminate the licenses so converted on the same grounds as those having led to termination of this Agreement; and (iii) neither Party will be relieved of any obligation that accrued prior to the effective date of such termination.

(b) It is understood and agreed that AbbVie will be entitled to specific performance as a remedy to enforce the provisions of this Agreement, in addition to any other remedy to which it may be entitled by applicable law. Termination of this Agreement or a Sublicense Agreement by AbbVie will not preclude AbbVie from claiming damages from MPP or the Sublicensee for any breach of this Agreement or in relation to the event having given rise to the termination, or affect any other right or remedy available to AbbVie.

6.5 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.

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

6.7 Survival. Sections 5.4, 5.5, 5.6, 6.4, 6.7, 7.1, 7.2, 7.3, 8.5 and 8.6 shall survive termination or expiry of this Agreement.

7. Confidentiality and Publications

7.1 Confidential Information. All technology, know-how, business information, quarterly reports or any other confidential information disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") hereunder ("**Confidential Information**") shall be used solely and exclusively by Receiving Party in a manner consistent with the rights granted hereunder and the purposes of this Agreement as stated in the preamble and recitals hereto; maintained in confidence by the Receiving Party; and shall not be disclosed to any Third Party or used for any purpose except to exercise its rights and perform its obligations under this Agreement without the prior written consent of the Disclosing Party, except to the extent that the Receiving Party can demonstrate by competent written evidence that such information: (a) is known by the Receiving Party without obligations of confidentiality 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; (b) is in the public domain other than as a result of any breach of this Agreement by the Receiving Party; (c) is subsequently disclosed to the Receiving Party on a non-confidential basis by a Third Party who may lawfully do so; or (d) is independently discovered or developed by the Receiving Party without the use of Confidential Information provided by the Disclosing Party, as documented by the Receiving Party's business records. Within 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 copy of the Disclosing Party's Confidential Information may be retained in the Receiving Party's files solely for archival purposes as a means of determining any continuing or surviving obligations under this Agreement. The confidential obligations under this Agreement shall survive this Agreement for a period of five (5) years. AbbVie shall treat any information it receives from MPP or Sublicensees under section 11.1 of the Sublicense as Confidential Information.

7.2 Authorized Disclosure. The Receiving Party may disclose Confidential Information belonging to the other Party to the extent (and only to the extent) such disclosure is reasonably necessary in the following instances:

(a) regulatory filings;

(b) prosecuting or defending litigation;

(c) complying with applicable governmental laws and regulations (including the rules and regulations of the Securities and Exchange Commission or any national securities exchange) and with judicial process, if in the reasonable opinion of the Receiving Party's counsel, such disclosure is necessary for such compliance; and

(d) disclosure, in connection with the performance of this Agreement and solely on a "need-to-know basis", to Affiliates, potential collaborators (including potential co-marketing and co-promotion contractors), research collaborators, AbbVie's Collaboration Agreement partner, employees, consultants or agents, each of whom prior to disclosure must be bound by similar obligations of confidentiality and non-use at least equivalent in scope to those set forth in this Section 7; *provided, however*, that the receiving Party will remain responsible for any failure by any such person who receives Confidential Information pursuant to this Section 7 to treat such Confidential Information as required under this Section 7.

7.3 Effect of Disclosure. If and whenever any Confidential Information is disclosed in accordance with Section 7.2, such disclosure will not cause any such information to cease to be Confidential Information except to the extent that such disclosure results in a public disclosure of such information (otherwise than by breach of this Agreement). Where reasonably possible, the Receiving Party will notify the Disclosing Party of its intent to make such disclosure pursuant to Section 7.2(c) sufficiently prior to making such disclosure so as to allow the Disclosing Party adequate time to take whatever action it may deem appropriate to protect the confidentiality of the information.

7.4 Press Release. The Parties agree that neither party will issue a press release or public announcement concerning the transactions contemplated hereby without the advance written consent of the other party. If either Party intends to issue a press release, it shall submit a draft of such proposed press release to the other party as far in advance as reasonably practicable and at least five (5) business days prior to the date such Party intends to issue the release. After any press release or public announcement is made, however, each Party may disclose to Third Parties or make public statements related to the subject matter of the agreed upon press release or public announcement provided such disclosures or statements are accurate and complete with respect to the subject matter thereof and the information disclosed therein. MPP may publish this Agreement on its website and publicly discuss the terms, conditions and subject matter of this Agreement at conferences or meetings at which MPP discusses its work.

7.5 Publications. Neither MPP nor its Sublicensees shall present or publish, or submit for publication, any work resulting from the Agreement or relating to the Licensed Products or Licensed Compounds, except MPP may publish peer-reviewed papers regarding the economic and public health impact of MPP licenses.

7.6 Other Use of Names. Except as otherwise set forth herein, including in Section 7.4, MPP shall not use AbbVie's name, trademark, servicemark or logo in any publicity, advertising or announcement, without AbbVie's prior written consent.

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 AbbVie:

AbbVie Inc.
1 North Waukegan Road
North Chicago, Illinois 60064
Attention: General Counsel

with a copy to:

General Counsel
AbbVie Inc.
1 North Waukegan Road
North Chicago, Illinois 60064
Attention: General Counsel
Facsimile: (847) 935-3294

In the case of MPP:

Medicines Patent Pool
Rue de Varembé 7
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 is entered into and will be governed by and construed in accordance with the English language. This Agreement is made in accordance with and shall be governed and construed under the laws of England and Wales, without regard to its choice of law principles.

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 event 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 Perry Siatis, Vice President, AbbVie (together, the Designated Officers). If such dispute is not resolved by the Designated Officers within 30 days, the Parties will follow the provisions provided for in the Alternative Dispute Resolution attached hereto as Exhibit E.

8.7 Assignment. AbbVie is entitled to transfer and assign this Agreement and the rights and obligations under this Agreement to an Affiliate or in the context of a sale of substantially all related business, with prior notice to MPP. MPP is not entitled to transfer or assign this Agreement or the rights and obligations under this Agreement without prior written consent of AbbVie. Any attempted assignment or delegation in violation of this Section 8.7 shall be void and of no effect.

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 License Agreement as of the Effective Date.

ABBVIE:

AbbVie Inc.

By _____
Name: William Chase
Title: Executive Vice President, Finance & Administration

AbbVie Komplementar GmbH
General Partner of AbbVie Deutschland GmbH & Co. KG

By _____
Name: William Chase
Title: Managing Director

MPP:

Medicines Patent Pool

By _____
Name: Marie-Paule Kieny
Title: Chair of Governance Board

Exhibit A
Territory

Afghanistan
Angola
Antigua and Barbuda
Bangladesh
Belize
Benin
Bhutan
Bolivia
Botswana
Burkina Faso
Burundi
Cambodia
Cameroon
Cape Verde
Central African Republic
Chad
Comoros
Cook Island
Cote d'Ivoire
Democratic Republic of the Congo
Congo, Rep.
Djibouti
Dominica
Egypt
Equatorial Guinea
Eritrea
Ethiopia
Fiji
Gabon
Gambia
Georgia
Ghana
Grenada
Guadeloupe
Guinea
Guinea-Bissau
Guyana
Haiti
Indonesia
Jordan
Kenya
Kiribati
Laos
Lesotho
Liberia
Libya
Madagascar
Malawi
Maldives
Mali
Marshall Islands
Mauritania
Mauritius
Micronesia
Morocco
Mozambique
Myanmar
Namibia
Nauru
Nepal
Nevis
Niger
Nigeria
Niue
Pakistan
Palau
Papua New Guinea
Philippines
Reunion Islands
Rwanda
Saba
Saint Christopher and Kitts
Saint Eustatius
Saint Lucia
Saint Vincent & the Grenadines
Samoa
Sao Tome and Principe
Senegal
Seychelles
Sierra Leone
Solomon Islands
Somalia
South Africa
South Sudan
Sri Lanka
Suriname
Swaziland
Tanzania
Timor-Leste
Togo
Tunisia
Turkmenistan
Tuvalu
Uganda
Vanuatu
Vietnam
West Bank and Gaza
Yemen
Zambia
Zimbabwe

Exhibit B
Manufacturing-Only Countries

India

Exhibit C

Territory Patents

Title	Country	Application Number	Patent Number	Status
ANTI-VIRAL COMPOUNDS	Bolivia	SP-0314-2011-F1		Filed
ANTI-VIRAL COMPOUNDS	Bolivia	SP-00314-2011	6565	Granted
ANTI-VIRAL COMPOUNDS	Egypt	611/2013PCT		Filed
ANTI-VIRAL COMPOUNDS	Indonesia	W00201301506	IDP000042760	Granted
ANTI-VIRAL COMPOUNDS	Philippines	1-2013-500708	1-2013-500708	Granted
ANTI-VIRAL COMPOUNDS	Pakistan	645/2013		Filed
ANTI-VIRAL COMPOUNDS	Pakistan	752/2011		Filed
ANTI-VIRAL COMPOUNDS	Turkmenistan	201390538	024100	Granted
COMPOUNDS INHIBITING REPLICATION OF HEPATITIS C VIRUS AND PHARMACEUTICAL COMPOSITIONS CONTAINING THE COMPOUNDS	Vietnam	1-2014-03573		Filed
COMPOUNDS INHIBITING REPLICATION OF HEPATITIS C VIRUS AND PHARMACEUTICAL COMPOSITIONS CONTAINING THE COMPOUNDS	Vietnam	1-2013-01449	15857	Granted
ANTI-VIRAL COMPOUNDS	South Africa	2013/06888	2013/06888	Granted
ANTI-VIRAL COMPOUNDS	South Africa	2017/05519		Filed
ANTI-VIRAL COMPOUNDS	South Africa	2013/02269		Filed
METHODS FOR TREATING HEPATITIS C	South Africa	2015/01752	2015/01752	Granted
COMBINATION OF TWO ANTIVIRALS FOR TREATING HEPTATITIS C	South Africa	2015/05880	2015/05880	Granted
COMBINATION OF DIRECT ACTING ANTIVIRAL AGENTS AND RIBAVIRIN FOR TREATING HCV PATIENTS	South Africa	2017/05080		Filed
COMBINATION OF DIRECT ACTING ANTIVIRAL AGENTS AND RIBAVIRIN FOR TREATING HCV PATIENTS	South Africa	2015/06031	2015/06031	Granted
NUCLEOTIDE AND NUCLEOSIDE THERAPEUTICS COMPOSITIONS AND USES RELATED THERETO	Bolivia	SP-0226-2014		Filed

SOLID PHARMACEUTICAL COMPOSITIONS FOR TREATING HCV	Egypt	PCT 2175/2017		Filed
SOLID PHARMACEUTICAL COMPOSITIONS FOR TREATING HCV	Egypt	PCT84/2018		Filed
SOLID PHARMACEUTICAL COMPOSITIONS FOR TREATING HCV	Indonesia	P00201800608		Filed
SOLID PHARMACEUTICAL COMPOSITIONS FOR TREATING HCV	Indonesia	P00201801161		Filed
SOLID PHARMACEUTICAL COMPOSITIONS FOR TREATING HCV	Philippines	1-2017-502426		Filed
SOLID PHARMACEUTICAL COMPOSITIONS FOR TREATING HCV	Philippines	1-2018-500132		Filed
SOLID PHARMACEUTICAL COMPOSITIONS FOR TREATING HCV	Vietnam	1-2018-00320		Filed
SOLID PHARMACEUTICAL COMPOSITIONS FOR TREATING HCV	Vietnam	1-2018-00634		Filed
SOLID PHARMACEUTICAL COMPOSITIONS FOR TREATING HCV	South Africa	2018/00533		Filed
SOLID PHARMACEUTICAL COMPOSITIONS FOR TREATING HCV	South Africa	2018/01082		Filed
MACROCYCLIC PROLINE DERIVED HCV SERINE PROTEASE INHIBITORS	Bolivia	SP-0292-2011-F1		Filed
MACROCYCLIC PROLINE DERIVED HCV SERINE PROTEASE INHIBITORS	Bolivia	SP-00292-2011	63968	Granted
MACROCYCLIC PROLINE DERIVED HCV SERINE PROTEASE INHIBITORS	Egypt	481/2013		Filed

MACROCYCLIC PROLINE DERIVED HCV SERINE PROTEASE INHIBITORS	Indonesia	W00201301596		Filed
MACROCYCLIC PROLINE DERIVED HCV SERINE PROTEASE INHIBITORS	Philippines	1-2013-500533	1-2013-500533	Granted
MACROCYCLIC PROLINE DERIVED HCV SERINE PROTEASE INHIBITORS	Pakistan	683/2011		Filed
MACROCYCLIC PROLINE DERIVED HCV SERINE PROTEASE INHIBITORS	Turkmenistan	201500728	029145	Granted
MACROCYCLIC PROLINE DERIVED HCV SERINE PROTEASE INHIBITORS AND A PHARMACEUTICAL COMPOSITION FOR USE IN TREATING A VIRAL INFECTION	Turkmenistan	201390425	023009	Granted
HCV PROTEASE INHIBITORS AND PHARMACEUTICAL PRODUCTS CONTAINING THEREOF (MACROCYCLIC PROLINE DERIVED HCV SERINE PROTEASE INHIBITORS)	Vietnam	1-2013-01552		Filed
MACROCYCLIC PROLINE DERIVED HCV SERINE PROTEASE INHIBITORS	South Africa	2013/08655	2013/08655	Granted
MACROCYCLIC PROLINE DERIVED HCV SERINE PROTEASE INHIBITORS	South Africa	2013/02317	2013/02317	Granted

Exhibit D

Non-Territory Patents

Title	Country	Application No.	Application Date	Patent No.	Status
ANTI-VIRAL COMPOUNDS	India	201818021052	6/5/2018		Filed
ANTI-VIRAL COMPOUNDS	India	1310/DELNP/2013	10/12/2011		Filed
MACROCYCLIC PROLINE DERIVED HCV SERINE PROTEASE INHIBITORS	India	2891/DELNP/2013	9/20/2011		Filed
SOLID PHARMACEUTICAL COMPOSITIONS FOR TREATING HCV	India	201817002543	6/24/2016		Filed
SOLID PHARMACEUTICAL COMPOSITIONS FOR TREATING HCV	India	201817004313	7/18/2016		Filed

Exhibit E
Alternative Dispute Resolution

The Parties recognize that from time to time a dispute may arise relating to either Party's rights or obligations under this Agreement. The Parties agree that any such dispute shall be resolved by the Alternative Dispute Resolution ("ADR") provisions set forth in this Exhibit, the result of which shall be binding upon the Parties.

To begin the ADR process, a Party first must send written notice of the dispute to the other Party for attempted resolution by good faith negotiations between their respective presidents (or their designees) of the affected subsidiaries, divisions, or business units within twenty-eight (28) days after such notice is received (all references to "days" in this ADR provision are to calendar days). If the matter has not been resolved within twenty-eight (28) days after the notice of dispute, or if the Parties fail to meet within such twenty-eight (28) days, either Party may initiate an ADR proceeding as provided herein.

The Parties shall have the right to be represented by counsel in such a proceeding.

1. To begin an ADR proceeding, a Party shall provide written notice to the other Party of the issues to be resolved by ADR. Within fourteen (14) days after its receipt of such notice, the other Party may, by written notice to the Party initiating the ADR, add additional issues to be resolved within the same ADR.

2. Within twenty-one (21) days following the initiation of the ADR proceeding, the Parties shall select a mutually acceptable independent, impartial and conflicts-free neutral to preside in the resolution of any disputes in this ADR proceeding. If the Parties are unable to agree on a mutually acceptable neutral within such period, each Party will select one independent, impartial and conflicts-free neutral and those two neutrals will select a third independent, impartial and conflicts-free neutral within ten (10) days thereafter. None of the neutrals selected may be current or former employees, officers or directors of either Party, its subsidiaries or affiliates.

3. No earlier than twenty-eight (28) days or later than fifty-six (56) days after selection, the neutral(s) shall hold a hearing to resolve each of the issues identified by the Parties. The ADR proceeding shall take place at a location agreed upon by the Parties. If the Parties cannot agree, the neutral(s) shall designate a location other than the principal place of business of either Party or any of their subsidiaries or affiliates.

4. At least seven (7) days prior to the hearing, each Party shall submit the following to the other Party and the neutral(s):

(a) a copy of all exhibits on which such Party intends to rely in any oral or written presentation to the neutral;

(b) a list of any witnesses such Party intends to call at the hearing, and a short summary of the anticipated testimony of each witness;

(c) a proposed ruling on each issue to be resolved, together with a request for a specific damage award or other remedy for each issue. The proposed rulings and remedies shall not contain any recitation of the facts or any legal arguments and shall not exceed one (1) page per issue. The Parties agree that neither side shall seek as part of its remedy any punitive damages.

(d) a brief in support of such Party's proposed rulings and remedies, provided that the brief shall not exceed twenty (20) pages. This page limitation shall apply regardless of the number of issues raised in the ADR proceeding.

Except as expressly set forth in subparagraphs 4(a) - 4(d), no discovery shall be required or permitted by any means, including depositions, interrogatories, requests for admissions, or production of documents.

5. The hearing shall be conducted on two (2) consecutive days and shall be governed by the following rules:

(a) Each Party shall be entitled to five (5) hours of hearing time to present its case. The neutral shall determine whether each Party has had the five (5) hours to which it is entitled.

(b) Each Party shall be entitled, but not required, to make an opening statement, to present regular and rebuttal testimony, documents or other evidence, to cross-examine witnesses, and to make a closing argument. Cross-examination of witnesses shall occur immediately after their direct testimony, and cross-examination time shall be charged against the Party conducting the cross-examination.

(c) The Party initiating the ADR shall begin the hearing and, if it chooses to make an opening statement, shall address not only issues it raised but also any issues raised by the responding Party. The responding Party, if it chooses to make an opening statement, also shall address all issues raised in the ADR. Thereafter, the presentation of regular and rebuttal testimony and documents, other evidence, and closing arguments shall proceed in the same sequence.

(d) Except when testifying, witnesses shall be excluded from the hearing until closing arguments.

(e) Settlement negotiations, including any statements made therein, shall not be admissible under any circumstances. Affidavits prepared for purposes of the ADR hearing also shall not be admissible. As to all other matters, the neutral(s) shall have sole discretion regarding the admissibility of any evidence.

6. Within seven (7) days following completion of the hearing, each Party may submit to the other Party and the neutral(s) a post-hearing brief in support of its proposed rulings and remedies, provided that such brief shall not contain or discuss any new evidence and shall not exceed ten (10) pages. This page limitation shall apply regardless of the number of issues raised in the ADR proceeding.

7. The neutral(s) shall rule on each disputed issue within fourteen (14) days following completion of the hearing. Such ruling shall adopt in its entirety the proposed ruling and remedy of one of the Parties on each disputed issue but may adopt one Party's proposed rulings and remedies on some issues and the other Party's proposed rulings and remedies on other issues. The neutral(s) shall not issue any written opinion or otherwise explain the basis of the ruling.

8. The neutral(s) shall be paid a reasonable fee plus expenses. These fees and expenses, along with the reasonable legal fees and expenses of the prevailing Party (including all expert witness fees and expenses), the fees and expenses of a court reporter, and any expenses for a hearing room, shall be paid as follows:

(a) If the neutral(s) rule(s) in favor of one Party on all disputed issues in the ADR, the losing Party shall pay 100% of such fees and expenses.

(b) If the neutral(s) rule(s) in favor of one Party on some issues and the other Party on other issues, the neutral(s) shall issue with the rulings a written determination as to how such

fees and expenses shall be allocated between the Parties. The neutral(s) shall allocate fees and expenses in a way that bears a reasonable relationship to the outcome of the ADR, with the Party prevailing on more issues, or on issues of greater value or gravity, recovering a relatively larger share of its legal fees and expenses.

9. The rulings of the neutral(s) and the allocation of fees and expenses shall be binding, non-reviewable, and non-appealable, and may be entered as a final judgment in any court having jurisdiction.

10. Except as provided in paragraph 9 or as required by law, the existence of the dispute, any settlement negotiations, the ADR hearing, any submissions (including exhibits, testimony, proposed rulings, and briefs), and the rulings shall be deemed Confidential Information. The neutral(s) shall have the authority to impose sanctions for unauthorized disclosure of Confidential Information.

11. All ADR hearings shall be conducted in the English language.

Exhibit F

Form of Sublicense Agreement

LICENSE AGREEMENT

This LICENSE AGREEMENT (the "**Agreement**") is made as of _____ (the "**Effective Date**") by and among the **Medicines Patent Pool**, 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 ("**Licensor**"), and _____ a company registered under the laws of_____, and having a registered office at _____("**Licensee**"). Each of Licensor and Licensee is referred to in this Agreement as a **Party**. Licensor and Licensee are collectively referred to in this Agreement as the **Parties**.

RECITALS

WHEREAS, the Licensor has been granted by AbbVie Inc. and AbbVie Deutschland GmbH & Co KG (collectively, "AbbVie") the right to sublicense certain patents and patent applications, which relate to the antiviral compounds known as glecaprevir and pibrentasvir (the "AbbVie-MPP Agreement");

WHEREAS, the Licensor 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 medicines by facilitating access to intellectual property on these medicines;

WHEREAS, the Licensee desires to obtain a license from the Licensor to use the aforesaid patents and the Licensor is willing to grant to the Licensee such a license in accordance with the terms and subject to the conditions of this Agreement;

WHEREAS, the purpose of this Agreement is to promote access to antiviral drugs in various low and middle-income countries;

WHEREAS, the intent of this Agreement is to provide access to AbbVie Patents, and not to create any non-patent-related barriers where AbbVie Patents do not exist;

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

1.1 **AbbVie-MPP HCV Agreement** shall mean the License Agreement entered into between AbbVie and Licensor on [DATE].

1.2 **AbbVie Patents** shall mean Territory Patents and Non-Territory Patents.

1.3 **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 with 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.

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

1.5 **Change of Control** shall mean (i) the acquisition, directly or indirectly, beneficially or of record, by any person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder as in effect on the date hereof) consisting of or including a competitor, of equity interests representing a controlling stake of a party; or (ii) the acquisition of direct or indirect control of a party by any person or group consisting not previously in such control of a party.

1.6 **Commercialization** shall means any and all activities directed to the preparation for sale of, offering for sale of, having sold, or sale of a Licensed Product, including activities related to marketing, promoting, distributing, and importing such Licensed Product. When used as a verb, "**to Commercialize**" and "**Commercializing**" means to engage in Commercialization, and "**Commercialized**" has a corresponding meaning.

1.7 **Development** shall means all activities related to research, pre-clinical and other non-clinical testing, test method development and stability testing, toxicology, formulation, process development, manufacturing scale-up, qualification and validation, quality assurance/quality control, clinical studies, including Manufacturing in support thereof, statistical analysis and report writing, the preparation and submission of applications to regulatory authorities, regulatory affairs with respect to the foregoing and all other activities necessary or reasonably useful or otherwise requested or required by a regulatory authority as a condition or in support of obtaining or maintaining a regulatory approval. When used as a verb, "**Develop**" means to engage in Development.

1.8 **Exploit** or **Exploitation** shall mean to make, have made, import, use, sell, have sold, or offer for sale, including to research, Develop, Commercialize, register, Manufacture, have Manufactured, hold, or keep (whether for disposal or otherwise), have used, export, transport, distribute, promote, market, or have sold or otherwise dispose of.

1.9 **Field** shall mean the treatment of Hepatitis C (HCV).

1.10 **Licensed Compounds** shall mean the antiviral compounds known as glecaprevir and pibrentasvir in a fixed dose combination bioequivalent to Maviret™/Mavyret™ manufactured or sold for the sole purpose of use in Licensed Product solely for Exploitation in the Field in the Territory.

1.11 **Licensed Products** shall mean products for use in the Field containing the Licensed Compounds.

1.12 **Manufacture** and **Manufacturing** shall mean all activities related to the production, manufacture, having manufactured, processing, filling, finishing, packaging, labeling, shipping, and holding of the Licensed Product, or any intermediate thereof, including process development, process qualification and validation, scale-up, pre-clinical, clinical and commercial manufacture and analytic development, product characterization, stability testing, quality assurance, and quality control.

1.13 **Manufacturing-Only Countries** shall mean those countries set forth in Exhibit B.

1.14 **New Formulation** shall mean any Licensed Product that has not been approved for use in the Field as of the Effective Date.

1.15 **New Glecapravir/Pibrentasvir Formulation** shall mean those New Formulations containing the Licensed Compounds.

1.16 **Non-Territory Eligible Purchasers** shall mean: (a) the following organizations to the extent that they are not-for-profit organizations: (i) NGOs including without limitation those recognized by the applicable local government ministry; (ii) UN-related organizations working for or within the Territory, including but not limited to UNDP and UNICEF; (iii) Not-for-profit organizations including without limitation, Médecins Sans Frontières, Save-the-Children, OXFAM and the International Committee of the Red Cross (ICRC); and (iv) Funding mechanisms and programs funded by such mechanisms, including without limitation, UNITAID, PEPFAR, USAID, Global Fund, etc.; and agencies based outside the Territory to the extent that they are supporting implementation locally within the Territory, and (b) nominally for-profit procurement organizations but only to the extent that such procurements are supporting not-for-profit treatment programs as described in (a) of this provision.

1.17 **Non-Territory Patents** shall mean those patents and patent applications listed in Exhibit D and any continuation, continuation-in-part divisional applications and foreign equivalents thereof.

1.18 **Sole License** shall mean a non-exclusive license granted solely to AbbVie and to no other party.

1.19 **Territory** shall mean those countries set forth in Exhibit A.

1.20 **Territory Patents** shall mean those patents and patent applications as set forth in Exhibit C, and any continuation, continuation-in-part, divisional applications and foreign equivalents thereof.

1.21 **Third Party** means any individual or entity other than Licensor and Licensee.

2. License Grants

2.1 Subject to the other terms and conditions of this Agreement, the AbbVie-MPP Agreement, and AbbVie's Collaborative and License Agreement related to the Licensed Compounds ("Collaboration Agreement"), Licensor hereby grants to Licensee:

(a) a non-exclusive, non-transferable license under the Territory Patents to Exploit the Licensed Products in the Field and in the Territory;

(b) a non-exclusive, non-transferable license under the AbbVie Patents to Manufacture and Develop the Licensed Compounds and Licensed Products in the Territory solely for the purpose of Commercialization of Licensed Products in the Field and in the Territory;

(c) a non-exclusive, non-transferable license under the AbbVie Patents to Manufacture and Develop the Licensed Compounds and Licensed Products in the Manufacturing-Only Countries solely for the purpose of Commercialization of Licensed Products in the Field and

in the Territory;

(d) a non-exclusive, non-transferable license under the AbbVie Patents to sell, have sold, offer to sell, or otherwise distribute Licensed Products to Non-Territory Eligible Purchasers solely for the purpose of Commercialization of Licensed Products in the Field and in the Territory; and

(e) a non-exclusive, non-transferable license under the AbbVie Patents to sell, have sold, offer to sell, or otherwise distribute Licensed Compounds solely for the purpose of Commercialization of Licensed Products in the Field and in the Territory.

2.2 The licenses granted hereunder do not include any license or other right to use any AbbVie trademark, trade name, logo or service mark (each, an "**AbbVie Mark**") or any word, logo or any expression that is similar to or alludes to any AbbVie Mark. Licensee agrees not to Exploit any Licensed Products or Licensed Compounds that contain AbbVie Marks, including without limitation the brand name Maviret™ or Mavyret™ or any name confusingly similar thereto, or the same or confusingly similar color scheme used by AbbVie for its Mavryet™/Maviret™ pills and packaging. Licensee shall obtain AbbVie's prior written approval, such approval not to be unreasonably withheld, of Licensees' proposed trademark, trade dress, product markings or the color or shape of the proposed Licensed Products and will supplement with updated samples and color photographs in the event Licensee changes packaging or pill colors. If in AbbVie's reasonable opinion, Licensee proposes to use marks, packaging, or a color scheme that is the same or confusingly similar to AbbVie's Mavyret™/Maviret™ products, Licensee shall change its marks, packaging, or color scheme (including pill color), as applicable, and provide AbbVie with confirmation and new samples and photographs confirming the change. AbbVie's consent shall be understood as provided unless otherwise notified by AbbVie within thirty (30) days of Licensee's initial written request.

2.3 Nothing in this Agreement shall be construed to prevent Licensee from engaging in any activities where such activities would not infringe AbbVie Patents granted and in force, including, without limitation, where a country has issued a compulsory license on AbbVie Patent(s).

2.4 Except as expressly set forth in this Agreement, Licensor does not grant any license to Licensee under any of AbbVie intellectual property rights (including, without limitation, AbbVie Patents or rights to any AbbVie proprietary compounds or drug substances other than Licensed Compounds). Licensee may provide sublicenses of the rights set forth in this Agreement to its Affiliates, for only so long as any such Affiliate remains an Affiliate of Licensee and only where Licensee causes such Affiliate to comply with the terms and conditions of this Agreement. Licensee agrees to be liable to Licensor and AbbVie for all acts and omissions by its Affiliates which receive a sublicense hereunder, each such Affiliate's acts and omissions will be deemed the acts and omissions of Licensee for the purposes of enforcement of Licensor's and AbbVie's rights pursuant to this Agreement. Except as explicitly permitted by this Section 2.4, Licensee shall not further sublicense any of the rights set forth in this Agreement. Nothing in this Agreement obligates Licensor or AbbVie to provide to Licensee any information related to the composition or formulation of, or the method of making or using, the Licensed Compounds or Licensed Products.

2.5 Notwithstanding anything to the contrary herein, Licensee acknowledges and agrees that the license granted under this Section 2 is granted solely under and with respect to

AbbVie Patents Rights for the purposes of supplying Licensed Compounds and Licensed Products for ultimate use in Licensed Products used in the Field and in the Territory. Nothing in this Agreement will be construed as granting Licensee any rights under any patents, know-how or otherwise to use or sell the Licensed Product for ultimate use outside of the Field or outside of the Territory.

2.6 New Glecaprevir/Pibrentasvir Formulations. Licensee agrees to grant to AbbVie an option to and right of first refusal for:

(a) (1) the sole right to purchase New Glecaprevir/Pibrentasvir Formulations from the Licensee developing such formulation for sale in the United States and European Union under terms to be agreed upon by Licensee and AbbVie; or (2) a Sole License to any patents and know-how necessary or useful in exploiting such New Glecaprevir/Pibrentasvir Formulations in the United States and European Union under terms to be agreed upon by Licensee and AbbVie; *provided*, in the event that AbbVie chooses option (2), the term of such Sole License shall last until the termination or expiration of this Agreement, whereupon such Sole License will be converted into a license under royalty and terms to be agreed upon by Licensee and AbbVie, and AbbVie will pay Licensee a royalty of 4% of the Net Sales of the New Glecaprevir/Pibrentasvir Formulation, payable at the end of each Agreement Quarter for such Sole License; and

(b) a non-exclusive right to commercialize and otherwise exploit the New Glecaprevir/Pibrentasvir Formulations outside the United States and the European Union and outside the Territory through purchase or royalty-free non-exclusive license.

AbbVie will have ninety (90) days from the date of notification to AbbVie of a New Glecaprevir/Pibrentasvir Formulation in which it may provide notice of its intent to exercise the option provided in this section, failing which the option(s) will have been deemed to be declined.

3. Development and Registration

3.1 As of the Effective Date and subject always to AbbVie's retained rights to AbbVie Patents, the Licensee shall have full control, responsibility (financial and otherwise) and authority over development, registration, importation, manufacture and commercialisation of the Licensed Products to be sold or supplied by the Licensee in the Territory under this Agreement.

3.2 Licensee will be solely responsible at its expense for making or having made all of its respective requirements for the Licensed Products in conformity with all applicable specifications in the Territory and will hold all relevant authorizations and permits required in this respect.

3.3 Licensee agrees that it will manufacture Licensed Compounds and Licensed Product in a manner consistent with (i) World Health Organization ("WHO") pre-qualification standards; or (ii) the standards of any Stringent Regulatory Authority, as defined by the WHO. Where such approvals are not yet available, the Licensee will obtain temporary approval through a WHO Expert Review Panel.

3.4 The Licensee will obtain from the relevant authorities in the Territory and maintain in force all health registrations, permissions, consents and regulatory authorisations relating to the importation, manufacture and sale of the Licensed Products which are necessary to enable the Licensed Products to be sold or supplied in the Territory in accordance with this Agreement.

Licensor and Licensee shall, as soon as practicable after the Effective Date, confer to agree upon reasonable milestones towards the registration of Licensed Products. The Licensee agrees, where applicable and to the extent that it is able: (a) to not seek; and (b) to waive, regulatory exclusivity in the Territory in relation to any data relating to the Licensed Products.

3.5 Within 10 Business Days following the end of each Agreement Quarter, Licensee shall provide Licensor with a quarterly written report setting forth the status of development and regulatory filing, in any country, of the Licensed Compound and Licensed Product, in accordance with the reporting template as set forth in Exhibit F. The Parties agree to meet on a quarterly basis regarding such reports and also review development and filing status of Licensed Products. Licensor agrees that information contained in quarterly and other such reports shall be treated as Confidential Information; *provided*, *however*, that such information may be shared with AbbVie (with AbbVie treating such reports as Confidential Information); and that aggregated data may be publicly disclosed by Licensor.

3.6 The Licensee will manufacture and sell the Licensed Products and Licensed Compounds in accordance with all laws and regulations relevant to the manufacture and sale of the Licensed Products and Licensed Compounds and in accordance with good industry practice.

4. Pharmacovigilance

4.1 Licensee undertakes that it will maintain until the termination of this Agreement (or, as applicable, until the rights and obligations intended to survive termination of this Agreement have been fulfilled) pharmacovigilance and risk management systems, procedures and documentation needed to perform and comply with its regulatory obligations and its related obligations under this Agreement.

4.2 If Licensee becomes aware of any adverse reaction relating to the Licensed Products in connection with this Agreement, Licensee shall inform Licensor and AbbVie within 1 day of its becoming aware and cooperate with AbbVie in fulfilling AbbVie's reporting responsibilities under applicable laws and regulations.

4.3 Licensee undertakes that it will ensure that it will comply with all applicable laws and regulations regarding the Licensed Products in the Territory including without limitation those laws and regulations relating to risk management, drug safety and pharmacovigilance.

4.4 Licensee will be responsible for fulfilling all pharmacovigilance activities as per the local regulations and requirements for the Licensed Products in the Territory and provide Licensor with a report containing information regarding all such activities. Such report shall be provided annually and otherwise on reasonable request by the Licensor.

5. Non-Diversion

5.1 Save as otherwise provided under this Agreement, Licensee shall not Exploit Licensed Product outside of the Field or outside of the Territory where such Exploitation would infringe an AbbVie Patent granted and in force. Save as otherwise provided under this Agreement, Licensee shall not Exploit Licensed Compounds except in the course of activities supporting the Exploitation of Licensed Product where such Exploitation of Licensed Compounds would infringe an AbbVie Patent granted and in force.

5.2 The Licensee shall not, directly or indirectly, sell or supply:

(a) Licensed Products or Licensed Compounds to any Third Party that the Licensee knows, believes or ought reasonably to suspect will Commercialize Licensed Products or Licensed Compounds outside the Territory where such Commercialization would infringe an AbbVie Patent granted and in force;

(b) Licensed Products or Licensed Compounds to any Third Party that the Licensee knows, believes or ought reasonably to suspect will Commercialize Licensed Products or Licensed Compounds outside the Field where such Commercialization would infringe an AbbVie Patent granted and in force; nor

(c) Licensed Compounds to any Third Party that the Licensee knows, believes or ought reasonably to suspect will Commercialize the Licensed Compounds other than in a Licensed Product, where such Commercialization would infringe an AbbVie Patent granted and in force.

5.3 Product Labeling. 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.

5.4 Audit. Licensee shall permit Licensor and AbbVie, individually or together, to: (i) inspect and audit the performance of, and compliance with, this Agreement and the AbbVie-MPP Agreement and applicable laws; and (ii) inspect and audit all documents and other records relating to the performance of this Agreement. Licensee will cooperate with and provide all reasonable assistance to AbbVie or Licensor and their officers, employees, agents, advisors, representatives or contractors exercising the rights of AbbVie and Licensor under this Section 5.4. AbbVie or Licensor will provide Licensee with a commercially reasonable period of notice of the proposed audit; *provided*, *however*, dispute as to such notice shall not limit Licensee's obligations under this section. AbbVie and Licensor, each individually, agree that such audits will not be conducted more than once in any 12-month period, unless the prior audit has shown evidence of the failure of Licensee to perform in compliance with this Agreement, the AbbVie-MPP Agreement or applicable laws.

5.5 The terms governing product diversion in this Agreement and the right of Licensor to terminate pursuant to Section 10.3(b) will apply only with respect to Licensed Product or Licensed Compound that is Manufactured or Developed pursuant to the rights granted to Licensee under this Agreement and Commercialized outside of the Field or the Territory. This Agreement does not modify any Party's rights or obligations with respect to any other agreement between the Parties or between a Party and AbbVie.

6. Representations, Warranties and Covenants

6.1 Ability to Perform. Each of the parties hereby represents and warrants that:

(a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of their 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, 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.

6.2 Law Compliance

(a) General. Licensee covenants and agrees that it shall perform all activities under this Agreement in accordance with all applicable laws and regulations, including, without limitation, with respect to (i) recalls, safety and reporting requirements and shall obtain, have and maintain all necessary regulatory approvals (including in India), marketing authorizations, permits and licenses, at Licensee's expense for the manufacture and sale of the Licensed Compound or Licensed Product and any other Licensee activities contemplated hereby, and (ii) all applicable anti-bribery and corruption laws (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010) and, in particular, Licensee will not, directly or indirectly, offer, promise or give any financial or other advantage and or pay money or anything of value to government officials, political parties, candidates and any other person for the purposes of corruptly obtaining or retaining business. Licensee will certify to Licensor in writing, at the frequency requested by Licensor (and at least once annually), compliance with their obligations under this Agreement (including compliance with the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010).

(b) Conflicts. None of the parties 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.

6.3 OFAC. The Licensee represents that neither the Licensee nor, to the knowledge of the Licensee, any director, officer, employee of the Licensee, is an individual or entity ("**Person**") that is, or is owned or controlled by Persons that are the target of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**Sanctions**") or located, organized or resident in a country or territory that is the target of country-wide or territory-wide Sanctions (collectively, "**Sanctions Target**"). The Licensee represents and covenants that, prior to making the Patents or any Licensed Product available, directly or indirectly, to any Person that is a Sanctions Target, it will obtain a license or other authorization, either directly or through Licensor, from OFAC.

6.4 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, LICENSEE ACKNOWLEDGES AND AGREES THAT (I) THE ABBVIE PATENTS ARE LICENSED TO LICENSEE "AS IS" AND (II) NEITHER LICENSOR NOR ABBVIE MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED COMPOUNDS, LICENSED PRODUCTS, ABBVIE PATENTS OR ANY OTHER MATTER UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT. IN PARTICULAR, AND WITHOUT LIMITING THE FOREGOING, ABBVIE WILL HAVE NO LIABILITY IN THE EVENT THE EXERCISE BY LICENSEE OF ITS RIGHTS UNDER THIS AGREEMENT INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. Licensor also does not give any warranty, express or implied, with regard to the safety or efficacy of any Licensed Compound or Licensed Product and it shall be the sole responsibility of the Licensee to ensure such safety or

efficacy.

7. Liability and Indemnity

(a) Licensee Indemnity. Licensee shall jointly and severally indemnify, hold harmless and defend Licensor and AbbVie and its Affiliates, licensors, which licensors include AbbVie's Collaboration Agreement partner, directors, officers, employees and agents (together, the "**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 an Indemnitee becomes legally obligated to pay because of any Third Party 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 this Agreement or a Licensed Product (including, without limitation, their manufacture, use or sale). The indemnification obligations of Licensee stated in this Section 7(a) shall apply only in the event that Licensor or AbbVie, as applicable, provides Licensee with prompt written notice of such claims, grants Licensee the right to control the defense or negotiation of settlement, and makes available all reasonable assistance in defending the claims; *provided, however*, no settlement of such a claim shall be binding upon Licensor or AbbVie without their prior written consent.

(b) Product Liability. Licensee shall be solely responsible for any product liability or any other statutory liability under any regulation, in respect of any Licensed Product or aspect thereof.

(c) Licensor Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS OR PROFITS) RELATED TO THIS AGREEMENT, AND SHALL NOT HAVE ANY RESPONSIBILITIES OR LIABILITIES WHATSOEVER WITH RESPECT TO LICENSED COMPOUNDS OR LICENSED PRODUCTS, 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.

8. Insurance

Within 30 days prior to the first commercial launch by Licensee of a Licensed Product, and each year thereafter for so long as this Agreement is in effect, Licensee shall provide to Licensor certificates of insurance by insurers acceptable to Licensor evidencing comprehensive general liability coverage, including products liability, with a combined limit of no less than 10 million dollars ($10,000,000.00) for bodily injury, including personal injury, and property damage. Licensee shall not cancel any such policy without at least 60 days prior written notice to Licensor, and agrees that such policy shall be maintained (or have an extended reporting period) of at least 7 years after the termination of this Agreement.

9. Statements and Remittances

9.1 At all times the Licensee shall keep, and shall require its Affiliates and any third party manufacturers and third parties making sales on its behalf to keep, complete and accurate records for the previous two years (or for the period from the Effective Date to the then current date if such period is less than two years) of all quantities of Licensed Compounds and Licensed Products manufactured or sold under the licenses granted by this Agreement, together with that information contemplated by Section 9.2. The Licensor shall have the right (and the Licensee shall procure such right), at its expense, through a certified public accountant or like person appointed by it, to examine such records during regular business hours during the term of this Agreement and for six months after its termination or expiry; *provided*, *however*, that such examination shall not take place more often than twice in any calendar year and shall not cover such records for more than the preceding two calendar years and provided further that such accountant or like person shall report to Licensor only as to:

(a) the accuracy of the manufacturing and sales statements of the Licensee (and its Affiliates and its third party manufacturers contemplated by this Agreement) in relation to such manufacture and sales

(b) the appropriateness of quantities of Licensed Compounds and Licensed Products imported or manufactured pursuant to this Agreement by reference to what quantities of Licensed Compounds and Licensed Products would reasonably be required to meet demand for actual sales made and sales forecasted by the Licensee;

(c) verification that all sales and other supplies of Licensed Compounds and Licensed Products made by the Licensee have been made in the Territory, except for Licensed Compounds and Licensed Products made outside the Territory as expressly provided for in this Agreement;

(d) verification that all sales and other supplies of Licensed Compounds and Licensed Products made by Third Party manufacturers contemplated by this Agreement have been made to the Licensee in accordance with this Agreement.

9.2 Within 10 Business Days following the end of each Agreement Quarter, the Licensee shall deliver to Licensor a statement accounting for all Licensed Products (in terms of smallest units and patient packs for each formulation) sold or supplied by the Licensee in the Territory under this Agreement during such Agreement Quarter in the Reporting Template as set forth in Exhibit E, as well as the amount of Licensed Compound manufactured under this Agreement for the purpose of making Licensed Products. Licensor agrees that information contained in quarterly and other such reports shall be treated as Confidential Information, *provided*, *however*, that such information may be shared with AbbVie (with AbbVie treating such reports as Confidential Information); and that aggregated data may be publicly disclosed by Licensor.

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 until the expiration of the last-to-expire AbbVie Patent containing a valid claim covering the manufacture, use, import, offer for sale or sale of Licensed Compound or the Licensed Product in the Field in the Territory.

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 30 days after such written notice is provided to cure such breach. If such breach is not cured within the 30 day period, this Agreement shall effectively terminate.

10.3 Licensor Right to Terminate. Licensor shall have the right to immediately terminate this Agreement if:

(a) upon a Change of Control of Licensee, Licensor reasonably determines, after conferring with Licensee, that the Change of Control is significant and adversely impacts the ability of the parties to achieve the objectives of this Agreement;

(b) Licensee breaches any of the anti-diversion provisions of Section 5;

(c) Licensor reasonably determines that, due to material deficiencies in Licensee's compliance, or repeated failure to comply, with the quality requirements of Section 3.2, Licensee is unable to manufacture Licensed Compound or Licensed Product in accordance with such quality requirements;

(d) Licensee repeatedly fails to meet the milestones as contemplated in Section 3.4 of this Agreement; or

(e) Licensee repeatedly fails to comply with or to timely provide Licensor with the reports contemplated under Sections 3.5 and 9.2 of this Agreement;

(f) Licensee breaches Section 2.2 herein, but only after a failure of Licensee to change its marks, packaging, or color scheme (including pill color), as applicable, to be different and non-confusingly similar.

10.4 Failure to Promote Access. If, in the reasonable opinion of the Licensor, the Licensee fails to promote access to the Licensed Products in the Territory in accordance with this Agreement, the Licensor shall give notice to the Licensee requiring it to cure such failure. If, in the reasonable opinion of the Licensor, the Licensee fails to present an acceptable plan within 60 days and report reasonable progress within 180 days after receiving written notice with respect to the default, the Licensor shall have the right to terminate this Agreement with immediate effect by giving written notice to the Licensee. In making such determination of reasonable progress, the Licensor shall take into account the period within which the relevant authorities provide the necessary approvals and normal development lead time for the Licensed Products, and progress reported by Licensee in its quarterly reports and meetings provided under Sections 3.5 and 9.2 of this Agreement.

10.5 Conversion to Direct License with AbbVie. In the event that the AbbVie-MPP Agreement is terminated or expires, this Agreement shall be converted into a direct license between AbbVie and the Licensee, provided that Licensee is not in breach of this Agreement and subject to AbbVie's rights pursuant to the AbbVie-MPP Agreement.

10.6 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.

10.7 Waiver. The waiver by any 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.

10.8 Survival. Sections 6.4, 7, 8, 9, 10.8, 11.1, 12.3 and 12.7 shall survive termination or expiry of this Agreement.

11. Confidentiality and Publications

11.1 Confidential Information. All technology, know-how, business information, quarterly reports or any other confidential information disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") hereunder ("**Confidential Information**") shall be used solely and exclusively by Receiving Party in a manner consistent with the rights granted hereunder and the purposes of this Agreement as stated in the preamble and recitals hereto; maintained in confidence by the Receiving Party; and shall not be disclosed to any non-party or used for any purpose except to exercise its rights and perform its obligations under this Agreement without the prior written consent of the Disclosing Party, except to the extent that the Receiving Party can demonstrate by competent written evidence that such information: (a) is known by the Receiving Party without obligations of confidentiality 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; (b) is in the public domain other than as a result of any breach of this Agreement by the Receiving Party; (c) is subsequently disclosed to the Receiving Party on a non-confidential basis by a third party who may lawfully do so; or (d) is independently discovered or developed by the Receiving Party without the use of Confidential Information provided by the Disclosing Party as documented by the Receiving Party's business records. Within 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 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 confidentiality obligations under this Agreement shall survive this Agreement for a period of five (5) years. The Receiving Party may disclose Confidential Information belonging to the other Party to AbbVie to the extent such is reasonably necessary in connection with the performance of the this Agreement.

11.2 Press Release. Each party may disclose to third parties or make public statements, by press release or otherwise, regarding the existence of this Agreement, the identity of the parties, the terms, conditions and subject matter of this Agreement, or otherwise in reference to this Agreement, provided such disclosures or statements are accurate and complete with respect to the subject matter thereof and the information disclosed therein.

11.3 Publications. Licensee shall not present or publish, or submit for publication, any work resulting from the Agreement or relating to the Licensed Products or the Licensed Compounds.

11.4 Other use of Names. Except as otherwise set forth herein, including in Section

11.2, Licensee shall not use AbbVie's name, trademark, servicemark or logo in any publicity, advertising or announcement, without AbbVie's prior written consent.

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 Third Party Beneficiary. The parties hereto acknowledge that AbbVie is intended to be and constitutes a third party beneficiary of the representation, warranties, covenants and agreements of Licensee and AbbVie is entitled to enforce the terms and provisions of this Agreement on its own behalf to the same extent as Licensor.

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

12.5 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 by facsimile (receipt confirmed) or email (receipt confirmed) or (ii) three days after mailing by registered or certified mail, postage paid:

In the case of Licensor:

Medicines Patent Pool
Rue de Varembé 7
Geneva 1202
Switzerland

Attention: General Counsel
E-mail: office@medicinespatentpool.org

In the case of Licensee:

[Insert Address]

Attention:
Facsimile:

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

12.6 Language; Governing Law. This Agreement is entered into and will be governed by and construed in accordance with the English language. This Agreement is made in accordance with and shall be governed and construed under the laws of England and Wales, without regard to its choice of law principles.

12.7 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 DO] (together, the Designated Officers). If such dispute is not resolved by the Designated Officers within 30 days, the Parties shall submit such dispute to mediation in accordance with the WIPO Mediation Rules. In the event that the dispute remains outstanding after 60 days from the date when it was first discussed (in any manner) between the parties, either party may commence court proceedings. The foregoing however shall not prevent any person from seeking and obtaining injunctive relief at any time.

12.8 Assignment. Neither Party is entitled to transfer or assign this Agreement or the rights and obligations under this Agreement without the other Party's prior written consent.

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

[signatures appear on following page]

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

LICENSOR:

Medicines Patent Pool

By _____
Name:
Title:

LICENSEE:

[Licensee]

By _____
Name:
Title:

Exhibit A
Territory

Afghanistan
Angola
Antigua and Barbuda
Bangladesh
Belize
Benin
Bhutan
Bolivia
Botswana
Burkina Faso
Burundi
Cambodia
Cameroon
Cape Verde
Central African Republic
Chad
Comoros
Cook Island
Cote d'Ivoire
Democratic Republic of the Congo
Congo, Rep.
Djibouti
Dominica
Egypt
Equatorial Guinea
Eritrea
Ethiopia
Fiji
Gabon
Gambia
Georgia
Ghana
Grenada
Guadeloupe
Guinea
Guinea-Bissau
Guyana
Haiti
Indonesia
Jordan
Kenya
Kiribati
Laos
Lesotho
Liberia
Libya
Madagascar
Malawi
Maldives
Mali
Marshall Islands
Mauritania
Mauritius
Micronesia
Morocco
Mozambique
Myanmar
Namibia
Nauru
Nepal
Nevis
Niger
Nigeria
Niue
Pakistan
Palau
Papua New Guinea
Philippines
Reunion Islands
Rwanda
Saba
Saint Christopher and Kitts
Saint Eustatius
Saint Lucia
Saint Vincent & the Grenadines
Samoa
Sao Tome and Principe
Senegal
Seychelles
Sierra Leone
Solomon Islands
Somalia
South Africa
South Sudan
Sri Lanka
Suriname
Swaziland
Tanzania
Timor-Leste
Togo
Tunisia
Turkmenistan
Tuvalu
Uganda
Vanuatu
Vietnam
West Bank and Gaza
Yemen
Zambia
Zimbabwe

Exhibit B
Manufacturing-Only Countries

India

Exhibit C

Territory Patents

Title	Country	Application No.	Application Date	Patent No.	Status
ANTI-VIRAL COMPOUNDS	Bolivia	SP-0314-2011-F1	1/8/2014		Filed
	Bolivia	SP-00314-2011	10/12/2011	6565	Granted
	Egypt	611/2013PCT	10/12/2011		Filed
	Indonesia	W00201301506	10/12/2011	IDP000042760	Granted
	Pakistan	645/2013	9/17/2013		Filed
	Pakistan	752/2011	10/12/2011		Filed
	Philippines	1-2013-500708	10/12/2011	1-2013-500708	Filed
	South Africa	2013/06888	9/12/2013	2013/06888	Granted
	South Africa	2017/05519	8/15/2017		Filed
	South Africa	2013/02269	10/12/2011		Filed
	Turkmenistan	201390538	10/12/2011	024100	Granted
	Vietnam	1-2013-01449	10/12/2011	15857	Granted
	Vietnam	1-2014-03573	10/24/2014	-	Filed
MACROCYCLIC PROLINE DERIVED HCV SERINE PROTEASE INHIBITORS	Bolivia	SP-0292-2011-F1	12/8/2014		Filed
	Bolivia	SP-00292-2011	9/20/2011	63968	Granted
	Egypt	481/2013	9/20/2011		Filed
	Indonesia	W00201301596	9/20/2011	-	Filed
	Pakistan	683/2011	9/20/2011		Filed
	Philippines	1-2013-500533	9/20/2011	-	Filed
	Turkmenistan	201390425	9/20/2011	023009	Granted
	Vietnam	1-2013-01552	9/20/2011	-	Filed
SOLID PHARMACEUTICAL COMPOSITIONS FOR TREATING HCV	Egypt	PCT 2175/2017	6/24/2016		Filed
	Egypt	PCT84/2018	7/18/2016		Filed
	Indonesia	P00201800608	6/24/2016	-	Filed
	Indonesia	P00201801161	7/18/2016		Filed
	Philippines	1-2018-500132	7/18/2016	-	Filed
	Philippines	1-2017-502426	6/24/2016	-	Filed

	South Africa	2018/00533	6/24/2016		Filed
	South Africa	2018/01082	7/18/2016		Filed
	South Africa	2018/01082	7/18/2016		Filed
	Vietnam	1-2018-00320	6/24/2016	-	Filed
	Vietnam	1-2018-00634	7/18/2016	-	Filed
COMBINATION OF DIRECT ACTING ANTIVIRAL AGENTS AND RIBAVIRIN FOR TREATING HCV PATIENTS	South Africa	2017/05080	7/26/2017		Filed
METHODS FOR TREATING HCV	South Africa	2015/06031	3/14/2014	2015/06031	Granted
COMBINATION OF TWO ANTIVIRALS FOR TREATING HEPTATITIS C	South Africa	2015/05880	3/14/2014	2015/05880	Granted
	South Africa	2018/01082	7/18/2016		Filed
COMBINATION OF DIRECT ACTING ANTIVIRAL AGENTS AND RIBAVIRIN FOR TREATING HCV PATIENTS	South Africa	2017/05080	7/26/2017		Filed
METHODS FOR TREATING HCV	South Africa	2015/06031	3/14/2014	2015/06031	Granted
COMBINATION OF TWO ANTIVIRALS FOR TREATING HEPTATITIS C	South Africa	2015/05880	3/14/2014	2015/05880	Granted

Exhibit D

Non-Territory Patents

Title	Country	Application No.	Application Date	Patent No.	Status
ANTI-VIRAL COMPOUNDS	India	201818021052	6/5/2018		Filed
	India	1310/DELNP/2013	10/12/2011		Filed
MACROCYCLIC PROLINE DERIVED HCV SERINE PROTEASE INHIBITORS	India	2891/DELNP/2013	9/20/2011		Filed
SOLID PHARMACEUTICAL COMPOSITIONS FOR TREATING HCV	India	201817002543	6/24/2016		Filed
	India	201817004313	7/18/2016		Filed

Exhibit E

Quarterly Reporting Template

API:

Month	Country	Purchaser	Name of API	Quantity (kg)	Total Value (USD)

Formulations:

Month	Country	Product	Customer/ Reseller Name	Strength	Formulation (IR Tablet/ scored / Dispersible)	Pack Size	Quantity (number of packs)	Total Value USD (FOB)*

* Please mention FOB (Free on Board) price basis country of origin
Note: this format is to be filled and sent to Licensor on a quarterly basis, 10 Business days from end of each calendar quarter.

Exhibit F

Developing & Filing Reporting Template

API:

Development Timelines	Start date (mm/yy)	End Date (mm/yy)
API Name (e.g. Glicepravir API)		
01. Investigation and route selection		
02. R&D Batch API		
03. Lab scale batch API		
04. RM Procurement		
05. API Trial Batch		
06. API Validation Batches		
07. API Stability loading		
08. API Stability Study		
09. DMF Compilation		
10. DMF Filing USFDA		
11. DMF Filing WHO-PQ		

Formulations:

Development Timelines	Start date (mm/yy)	End Date (mm/yy)
Product Name (e.g. glicepravir/pibrentasvir; other combinations)		
01. Development set-up		
02. Trial Batch		
03. Pilot BE		
04. Exhibit batches		
05. Pivotal BE		
06. Stability loading in different packs		
07. Stability data 6 months		
08. Dossier Compilation		
09. DF Dossier Filing USFDA		
10. DF Dossier Filing WHO		
11. DF Dossier Filing Rest of the World		

Country Filing Report

Country Name	Product Name
	Please fill in below the quarter and year in which you expect to file the product in respective country (e.g. Q1-19)