

## FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment (this "**First Amendment**"), made this 7<sup>th</sup> day of June, 2019 to the License Agreement dated November 12, 2018 (the "**Agreement**"), is entered into by and between AbbVie Inc., a Delaware Corporation with a business address of 1 N. 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 Varembe 7, Geneva 1202, Switzerland ("**MPP**")

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereto intending to be legally bound hereby agree as follows:

- A. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Agreement.
- B. The Exhibit A: Territory of the Agreement is hereby deleted in its entirety and is replaced with the Exhibit A: Territory included within this First Amendment.

The Exhibit A: Territory of the Form Sublicense Agreement (Exhibit F of the Agreement) is hereby deleted in its entirety and is replaced with the Exhibit A: Territory included within this First Amendment.

For clarity, this First Amendment removes Guadalupe, Reunion Island, Saba, Saint Eustatius and Saint Christopher from the Exhibit A: Territory and adds Sudan to the Exhibit A: Territory.

- C. AbbVie and MPP agree that this First Amendment shall be annexed to and made part of the Agreement. Any conflicts arising between this First Amendment and the Agreement shall be resolved in favor of the provisions of this First Amendment. Except as herein provided, all of the terms and conditions in the Agreement remain unchanged and are hereby reaffirmed.
- D. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, AbbVie and MPP have each caused this First Amendment to be executed by a duly authorized representative as of the day and year first above written.

ABBVIE:

AbbVie Inc.



By \_\_\_\_\_

Name: *William Chase*

Title: *Executive Vice President, Finance and Administration*

AbbVie Deutschland GmbH & Co KG.



By \_\_\_\_\_

Name: *William Chase*

Title: *Managing Director, AbbVie Komplementar GmbH  
(General Partner of AbbVie Deutschland GmbH & Co. KG)*

MPP:

Medicines Patent Pool

By Charles Gore

Name: *Charles Gore*

Title: *Executive Director*



Medicines Patent Pool  
Rue de Varembe 7  
1202 Geneva  
Switzerland

**Exhibit A**  
**Territory**

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