

AMENDMENT AGREEMENT NO 1

This amendment agreement ("**Amendment Agreement**") is amendment number 1 to the Original Agreement, is effective as of 05/10/2023 ("**Effective Date**") and is made between **THE MEDICINES PATENT POOL FOUNDATION**, a non-profit foundation registered under the laws of Switzerland, and having a principal place of business at Rue de Varembe 7, CH-1202 Geneva (the "**Licensor**") and **HETERO LABS LIMITED**, a company incorporated under the laws of India and having its registered office at # 7-2-A2, Hetero Corporate, Industrial Estate, Sanathnagar, Hyderabad - 500018, Telangana State, India (the "**Licensee**").

1. DEFINITIONS

Terms defined in the Original Agreement but not defined in the Amendment Agreement will have the meanings given in the Original Agreement. In the Amendment Agreement:

"**Original Agreement**" means the agreement dated 09 March 2021 made between Licensor and Licensee with the title Licence Agreement, including any amendments thereto.

2. CORE OBLIGATIONS

- 2.1. **Amendments.** In consideration of the mutual covenants contained in the Amendment Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree that from the Effective Date, the Original Agreement will be amended as set out in the Amendment Schedule.
- 2.2. The parties may only amend or vary the Original Agreement or waive any right or remedy under the Original Agreement in writing signed by a duly authorised representative of each party. Except as provided in the Amendment Agreement, all other terms, conditions, and provisions of the Original Agreement remain in full force and effect.
- 2.3. The parties agree that the Amendment Agreement, and the amendments made to the Original Agreement by the Amendment Agreement, will be without prejudice to any rights accrued under the Original Agreement prior to the Effective Date.

3. MISCELLANEOUS

- 3.1. **Entire agreement.** The Amendment Agreement contains the entire agreement between the parties in relation to its subject matter and supersedes all prior representations and understandings, whether oral or written.
- 3.2. **Order of precedence.** If there is a conflict between the terms set out in the Amendment Agreement and the Original Agreement, the terms of the Amendment Agreement will apply.
- 3.3. **Dispute Resolution.** The parties agree that the Dispute Resolution clauses of the Original Agreement are incorporated by reference into the Amendment Agreement, with references to the Original Agreement being construed as references to the Amendment Agreement.

Agreed and accepted by:

THE MEDICINES PATENT POOL FOUNDATION

DocuSigned by:
Charles Gore
Signature:

Name: Charles Gore
Position: Executive Director

05/10/2023
Date:

HETERO LABS LIMITED

Signature:

Name: *MR BHAVESH SHAH*
Position: *DIRECTOR - INTERNATIONAL MARKET*

05/10/2023
Date:



AMENDMENT SCHEDULE

The following clause in the Original Agreement will be deleted in its entirety and replaced with:

Clause 3.3 The royalty fee payable under Clause 3.2 in relation to each Unit of Product sold in each country of the Territory shall be determined based on the Product Access Percentage applicable to that Unit of Product (as defined under Clause 3.4) as follows:

- Where the Product Access Percentage is less than 20%, the Licensee shall pay royalty fee A set out in confidential Appendix Din relation to every Unit of Product sold;
- Where the Product Access Percentage is equal to or greater than 20% but less than 35%, the Licensee shall pay royalty fee B set out in confidential Appendix Din relation to every Unit of Product sold;
- Where the Product Access Percentage is equal to or greater than 35% but less than 50%, the Licensee shall pay royalty fee C set out in confidential Appendix Din relation to every Unit of Product sold;
- Where the Product Access Percentage is equal to or greater than 50% but less than 65%, the Licensee shall pay royalty fee D set out in confidential Appendix D in relation to every Unit of Product sold;
- Where the Product Access Percentage is equal to or greater than 65%, the Licensee shall pay royalty fee E set out in confidential Appendix Din relation to every Unit of Product sold.

Appendix Din the Original Agreement will be deleted and updated to reflect the revised royalty tiers.

A handwritten signature in blue ink is written over a circular purple stamp. The stamp contains the text "HETERO LABS LTD." around the top inner edge, "HETERO" in the center, and "MUMBAI" around the bottom inner edge, with two small stars on either side of "MUMBAI".

APPENDIX D

