AMENDMENT TO THE LICENSE AGREEMENT

This amendment to the License Agreement dated 26 October 2021 ("**Amendment**") is effective from **1 July 2022** ("**Effective Date**") between:

MERCK SHARP & DOHME LLC (FORMERLY KNOWN AS MERCK SHARP & DOHME CORP.), a New Jersey limited liability company having its primary address at 126 East Lincoln Ave. P.O. Box 2000 Rahway, NJ 07065 ("**MSD**");

AND

MEDICINES PATENT POOL FOUNDATION, a non-profit foundation registered under the laws of Switzerland, and having a principal place of business at 7 rue de Varembé Geneva 1202, Switzerland (**"MPP").**

Each of MSD and MPP is referred to in this Agreement as a "Party". MSD and MPP are collectively referred to in this Agreement as the "Parties".

WHEREAS

(A) MSD and MPP had entered into a license agreement dated 26 October 2021 ("**License Agreement**") where MSD had granted a license under the Patents to the MPP.

(B) There were discussions between MSD and MPP to allow for a Sublicensee to obtain and incur additional rights and obligations respectively to fulfil MSD's policy of improving access to COVID-19 medicines in the countries set forth in Exhibit B of the License Agreement.

(C) It is agreed that to further patient access and affordability, MSD is granting the rights to expand the Territory to include the Thailand (Public Sector) and open up the entire South Africa territory.

(D) Having considered the updates to the Patents, MSD wishes to include the latest patent list under Exhibit B and Schedule A of the License Agreement and the Sublicense respectively.

(E) Unless otherwise defined, all capitalised terms shall bear the same meanings ascribed to them in the License Agreement and its exhibits, as the case may be.

NOW THEREFORE, the Parties have mutually agreed to amend the terms of the License Agreement as follows:

1. License Agreement

The Parties agree that the following sections of the License Agreement shall be deleted and replaced with the following:

(a) Section 2.1:

Within the Territory. *Subject to the terms and conditions of this Agreement, MSD hereby grants to MPP a non-exclusive, non-transferable license under the Territory Patents and MSD Know-How to enter into Sublicences with Sublicensees for the latter to manufacture the Product at a facility that is in the Territory (excluding any Sanctions Targets as defined in Section 4.5) and that is approved by a SRA or prequalified by the World Health Organization:*

(a) to Commercialize the Product by itself or through its Affiliates or distributors in the Territory for use in the Field;

(b) to Retail the Product to other Sublicensees or Authorized Suppliers for their Own Use within the Territory;

(c) to register the Product in the Territory for use by itself or through its Affiliates or distributors for use in the Field for (a) and (d) provided, that the registration must remain in the name of the Sublicensee, except as when the Sublicensee, will, due to local regulatory requirements, require a distributor duly licensed by the local authorities or local entity to obtain and hold in its own name the necessary import, pricing, registrations, market authorizations or other permits granted by the relevant governmental regulatory authorities before the Product may be lawfully Commercialized in a country in the Territory; and

(d) to sell the Product to Public Purchasers for the sole purpose of enabling the Public Purchasers to supply the Product in the Territory for use in the Field.

(b) Section 6.2(g):

if MPP, its subsidiaries, Affiliates or Sublicensee (including its Affiliates (as defined in the Sublicence) and distributors) acting at the instance or with the support of MPP or its Affiliates, challenges the validity, enforceability or scope of any claim within the Patent in a court or other governmental agency of competent jurisdiction, including in a re-examination or opposition proceeding, or as a defense to enforcement of this Agreement or the terms of this Agreement, including applicable payment obligations. The Parties understand that this right of termination is required pursuant to MSD's upstream contractual obligations. To the extent that this Section 6.2(g) is deemed invalid or unenforceable in any jurisdiction, this Section 6.2(g) is intended to be severable without affecting the validity of the rest of this Agreement.

2. Exhibit A

The Parties agree that Exhibit A of the License Agreement shall be deleted and replaced with the following:

Patents[1]

Patents and Patent Applications						
Ref.	**Country**	**Application No.**	**Int'l Filing Date**	**Patent Number**	**Grant Date**	
A	Australia	2015370004	Dec. 16, 2015	AU2015370004	Jun 24, 2021	Granted
A	Australia	2021203840	Dec. 16, 2015			Pending
A	Brazil	BR112017013858 1	Dec. 16, 2015			Pending
A	Brazil	BR122021015700 6	Dec. 16, 2015			Pending
A	Canada	2,972,259	Dec. 16, 2015			Pending
A	China	201580076718.1	Dec. 16, 2015			Pending
A	Eurasian Patent Office	201791460	Dec. 16, 2015			Pending
A	European Patent Office	15874145.4	Dec. 16, 2015	EP3236972	Jul. 28, 2021	Granted – validated in Albania, Austria, Belgium, Bulgaria, Switzerland/ Liechtenstein, Cyprus, Czech Republic, Germany, Denmark, Estonia, Spain, Finland, France, United Kingdom, Greece, Croatia, Hungary, Ireland, Iceland, Italy, Lithuania, Luxembourg, Latvia, Monaco, North Macedonia, Malta, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Sweden, Slovenia, Slovakia, San Marino and Turkey
A	European Patent Office	21178364.2	Dec. 16, 2015			Pending
A	Hong Kong	42022050450.0	Dec. 16, 2015			Pending
A	India	201717025098	Dec. 16, 2015			Pending
A	Israel	252997	Dec. 16, 2015	IL252997	May 1, 2021	Granted
A	Israel	279663	Dec. 16, 2015			Pending
A	Japan	2021-204082	Dec. 16, 2015			Pending

[1] Ref. A corresponds to PCT/US2015/066144, entitled N4-Hydroxycytidine And Derivatives And Anti-Viral Uses Related Thereto.
Ref. B corresponds to PCT/US2018/064503, entitled N4-Hydroxycytidine And Derivatives And Anti-Viral Uses Related Thereto.
Ref. C corresponds to PCT/US2021/016984, entitled N4-Hydroxycytidine And Derivatives And Anti-Viral Uses Related Thereto.
Ref. D corresponds to PCT/US2021/048054, entitled Novel Forms Of Antiviral Nucleosides.
Ref. E corresponds to PCT/US2021/064021, entitled Synthesis Of Antiviral Nucleosides.

Patents and Patent Applications						
Ref.	**Country**	**Application No.**	**Int'l Filing Date**	**Patent Number**	**Grant Date**	
A	Japan	2017-534192	Dec. 16, 2015			Pending
A	Singapore	10202105371Y	Dec. 16, 2015			Pending
A	South Africa	2017/04291	Dec. 16, 2015			Pending
A	South Korea	10-2017-7020692	Dec. 16, 2015			Pending
A	US	16/921,359	Dec. 16, 2015			Pending
A	WO	PCT/US2015/066144	Dec. 16, 2015			PCT application
B	Australia	2018378832	Dec. 7, 2018	2018378832	Sep. 2, 2021	Granted
B	Australia	2021206866	Dec. 7, 2018			Pending
B	Brazil	BR112020010005813	Dec. 7, 2018			Pending
B	Brazil	BR122021012626275	Dec. 7, 2018			Pending
B	Canada	3,082,191	Dec. 7, 2018	3,082,191	Sept. 21, 2021	Granted
B	China	201880073278.8	Dec. 7, 2018			Pending
B	Eurasian Patent Office	202091005	Dec. 7, 2018			Pending
B	European Patent Office	18886104.1	Dec. 7, 2018			Pending
B	Hong Kong	62021026557.0	Dec. 7, 2018	40037053	Dec. 3, 2021	Granted
B	Hong Kong	62021026723.8	Dec. 7, 2018			Pending
B	India	202017019418	Dec. 7, 2018			Pending
B	Indonesia	P00202003494	Dec. 7, 2018			Pending
B	Israel	274155	Dec. 7, 2018	274155	Oct. 30, 2021	Granted
B	Israel	284100	Dec. 7, 2018			Pending
B	Japan	2020-524817	Dec. 7, 2018	JP6804790B1	Dec. 7, 2020	Granted
B	Japan	2020-195927	Dec. 7, 2018			Pending
B	Japan	2021-106296	Dec. 7, 2018			Pending
B	Mexico	MX/a/2020/005392	Dec. 7, 2018			Pending
B	Philippines	1-2022-550371	Dec. 7, 2018			Pending
B	Philippines	1-2020-550607	Dec. 7, 2018			Pending
B	Russian Federation	2020116571	Dec. 7, 2018			Pending
B	Saudi Arabia	520412305	Dec. 7, 2018			Pending
B	Singapore	11202004403Q	Dec. 7, 2018			Pending
B	South Africa	2020/02849	Dec. 7, 2018			Pending

Patents and Patent Applications						
Ref.	**Country**	**Application No.**	**Int'l Filing Date**	**Patent Number**	**Grant Date**	
B	South Korea	10-2020-7014737	Dec. 7, 2018	10-2248165	Apr. 28, 2021	Granted
B	South Korea	10-2021-7012910	Dec. 7, 2018			Pending
B	United Kingdom	GB2008628.6	Dec. 7, 2018	GB2581936	Feb. 10, 2021	Granted
B	United Kingdom	GB2020498.8	Dec. 7, 2018	GB2590198	Feb. 23, 2022	Granted
B	US	17/465,344	Dec. 7, 2018			Pending
B	US	16/755,779	Dec. 7, 2018			Pending
B	WO	PCT/US2018/064503	Dec. 7, 2018			PCT application
C	Algeria					To Be Filed
C	Argentina	P210100320	Feb. 8, 2021			Pending
C	ARIPO	APP2022013879	Feb. 8, 2021			Pending
C	Australia					To Be Filed
C	Bahrain					To Be Filed
C	Barbados					To Be Filed
C	Belize					To Be Filed
C	Brazil					To Be Filed
C	Brunei Darussalam					To Be Filed
C	Canada					To Be Filed
C	Chile	2022423	Feb. 8, 2021			Pending
C	China					To Be Filed
C	Colombia					To Be Filed
C	Costa Rica	2022000082	Feb. 8, 2021			Pending
C	Dominican Republic	P20220049	Feb. 8, 2021			Pending
C	Ecuador					To Be Filed
C	Egypt					To Be Filed
C	El Salvador	2022006422	Feb. 8, 2021			Pending
C	Eurasian Patent Office					To Be Filed
C	European Patent Office	217507870	Feb. 8, 2021			Pending
C	Georgia					To Be Filed
C	Guatemala	A2022000036	Feb. 8, 2021			Pending
C	Honduras	2022000501	Feb. 8, 2021			Pending
C	India					To Be Filed
C	Indonesia	P00202201460	Feb. 8, 2021			Pending
C	Iran					To Be Filed
C	Israel					To Be Filed
C	Jamaica					Pending
C	Japan					To Be Filed
C	Jordan					To Be Filed
C	Kuwait					To Be Filed

Patents and Patent Applications						
Ref.	**Country**	**Application No.**	**Int'l Filing Date**	**Patent Number**	**Grant Date**	
C	Lebanon	8464	Apr. 21, 2021	LB12184	Apr. 21, 2021	Granted
C	Malaysia	PI2022001117	Feb. 8, 2021			Pending
C	Mexico					To Be Filed
C	Mongolia	102022006881	Feb. 8, 2021			Pending
C	New Zealand					To Be Filed
C	Nicaragua	2022000022	Feb. 8, 2021			Pending
C	Nigeria	FP2022146	Feb. 8, 2021			Pending
C	Oman					To Be Filed
C	Pakistan	115/2021	Feb. 8, 2021			Pending
C	Panama	9385001	Feb. 8, 2021			Pending
C	Peru					To Be Filed
C	Philippines	12022550438	Feb. 8, 2021			Pending
C	Qatar					To Be Filed
C	Saudi Arabia					To Be Filed
C	Seychelles					To Be Filed
C	Singapore	11202201400X	Feb. 8, 2021			Pending
C	South Africa					To Be Filed
C	South Korea					To Be Filed
C	Sri Lanka					To Be Filed
C	Taiwan	110104831	Feb. 8, 2021			Pending
C	Thailand	2201001154	Feb. 8, 2021			Pending
C	Trinidad & Tobago	TTA202200022	Feb. 8, 2021			Pending
C	Ukraine					To Be Filed
C	United Arab Emirates					To Be Filed
C	US	17/170172	Feb. 8, 2021			Pending
C	Venezuela	2021-000027	Feb. 8, 2021			Pending
C	Vietnam	1202201444	Feb. 8, 2021			Pending
C	WO	PCT/US2021/016984	Feb. 7, 2021			PCT application
D	WO	PCT/US2021/048054	Aug. 27, 2021			PCT application
E	WO	PCT/US2021/064021	Dec. 17, 2021			PCT application

3. Exhibit B

The Parties agree to amend Exhibit B of the License Agreement to include Thailand (Public Sector) as a country, removing South Africa (Public Sector) and replace it with South Africa under the Territory. The new table under Exhibit B is as follows:

Exhibit B

Territory

LIC : Low Income Country
LDC : Least Developed Country (UN Classification)
SSA : Sub-Saharan Africa
LMIC : Lower Middle-Income Country*
UMIC : Upper Middle-Income Country

LIC+LDC+SSA		
#	**Country**	**Channels in scope of Agreement**
1	Afghanistan	All
2	Angola	All
3	Bangladesh	All
4	Benin	All
5	Bhutan	All
6	Botswana	All
7	Burkina Faso	All
8	Burundi	All
9	Cabo Verde	All
10	Cambodia	All
11	Cameroun	All
12	Central African Republic	All
13	Chad	All
14	Comoros	All
15	Congo, Dem Rep.	All
16	Congo, Rep.	All
17	Côte d'Ivoire	All
18	Djibouti	All
19	Equatorial Guinea	All
20	Eritrea	All
21	Eswatini	All
22	Ethiopia	All
23	Gabon	All
24	Gambia, The	All
25	Ghana	All
26	Guinea	All
27	Guinea-Bissau	All
28	Haiti	All
29	Kenya	All
30	Kiribati	All
31	Korea, Dem.People's Rep.	All
32	Lao PDR	All
33	Lesotho	All
34	Liberia	All
35	Madagascar	All
36	Malawi	All
37	Mali	All
38	Mauritania	All
39	Mauritius	All
40	Mozambique	All
41	Myanmar	All
42	Namibia	All

43	Nepal	All
44	Niger	All
45	Nigeria	All
46	Rwanda	All
47	São Tomé and Principe	All
48	Senegal	All
49	Seychelles	All
50	Sierra Leone	All
51	Solomon Islands	All
52	Somalia	All
53	South Africa	All
54	South Sudan	All
55	Sudan	All
56	Syrian Arab Republic	All
57	Tajikistan	All
58	Tanzania	All
59	Timor-Leste	All
60	Togo	All
61	Tuvalu	All
62	Uganda	All
63	Vanuatu	All
64	Yemen, Rep.	All
65	Zambia	All
66	Zimbabwe	All

LMIC (Ex-SSA)		
#	**Country**	**Channels in scope of Agreement**
67	Algeria	All
68	Bolivia	All
69	Egypt, Arab Rep	All
70	El Salvador	All
71	Honduras	All
72	India	All
73	Micronesia, Federated States	All
74	Moldova	All
75	Mongolia	All
76	Morocco	All
77	Nicaragua	All
78	Pakistan	All
79	Papua New Guinea	All
80	Philippines	All
81	Sri Lanka	All
82	Tunisia	All
83	Uzbekistan	All
84	Vietnam	All

UMIC (Ex-SSA, ex-LDC)		
#	**Country**	**Channels in scope of Agreement**
85	Belize	All
86	Cuba	All
87	Dominica	All
88	Fiji	All
89	Grenada	All

90	Guatemala	All
91	Guyana	All
92	Indonesia	All
93	Iran, Islamic Rep	All
94	Iraq	All
95	Jamaica	All
96	Libya	All
97	Maldives	All
98	Marshall Islands	All
99	Paraguay	All
100	Samoa	All
101	St. Lucia	All
102	St. Vincent and the Grenadines	All
103	Suriname	All
104	Thailand	Public Sector Only
105	Tonga	All
106	Venezuela, RB	All

4. Exhibit C – Form of Sublicense Agreement ("Sublicense")

(a) Additional Country in the Territory

The Parties agree to amend Appendix A of the Sublicense to include Thailand (Public Sector) as a country, removing South Africa (Public Sector) and replace it with South Africa under the Territory. The new table under Appendix A is as follows:

Appendix-A

Territory

LIC : Low Income Country
LDC : Least Developed Country (UN Classification)
SSA : Sub-Saharan Africa
LMIC : Lower Middle-Income Country*
UMIC : Upper Middle-Income Country

LIC+LDC+SSA		
#	**Country**	**Channels in scope of Agreement**
1	Afghanistan	All
2	Angola	All
3	Bangladesh	All
4	Benin	All
5	Bhutan	All
6	Botswana	All
7	Burkina Faso	All
8	Burundi	All
9	Cabo Verde	All
10	Cambodia	All

11	Cameroun	All
12	Central African Republic	All
13	Chad	All
14	Comoros	All
15	Congo, Dem Rep.	All
16	Congo, Rep.	All
17	Côte d'Ivoire	All
18	Djibouti	All
19	Equatorial Guinea	All
20	Eritrea	All
21	Eswatini	All
22	Ethiopia	All
23	Gabon	All
24	Gambia, The	All
25	Ghana	All
26	Guinea	All
27	Guinea-Bissau	All
28	Haiti	All
29	Kenya	All
30	Kiribati	All
31	Korea, Dem.People's Rep.	All
32	Lao PDR	All
33	Lesotho	All
34	Liberia	All
35	Madagascar	All
36	Malawi	All
37	Mali	All
38	Mauritania	All
39	Mauritius	All
40	Mozambique	All
41	Myanmar	All
42	Namibia	All
43	Nepal	All
44	Niger	All
45	Nigeria	All
46	Rwanda	All
47	São Tomé and Principe	All
48	Senegal	All
49	Seychelles	All
50	Sierra Leone	All
51	Solomon Islands	All
52	Somalia	All
53	South Africa	All
54	South Sudan	All
55	Sudan	All
56	Syrian Arab Republic	All
57	Tajikistan	All
58	Tanzania	All
59	Timor-Leste	All
60	Togo	All
61	Tuvalu	All
62	Uganda	All
63	Vanuatu	All

64	Yemen, Rep.	All
65	Zambia	All
66	Zimbabwe	All

LMIC (Ex-SSA)		
#	**Country**	**Channels in scope of Agreement**
67	Algeria	All
68	Bolivia	All
69	Egypt, Arab Rep	All
70	El Salvador	All
71	Honduras	All
72	India	All
73	Micronesia, Federated States	All
74	Moldova	All
75	Mongolia	All
76	Morocco	All
77	Nicaragua	All
78	Pakistan	All
79	Papua New Guinea	All
80	Philippines	All
81	Sri Lanka	All
82	Tunisia	All
83	Uzbekistan	All
84	Vietnam	All

UMIC (Ex-SSA, ex-LDC)		
#	**Country**	**Channels in scope of Agreement**
85	Belize	All
86	Cuba	All
87	Dominica	All
88	Fiji	All
89	Grenada	All
90	Guatemala	All
91	Guyana	All
92	Indonesia	All
93	Iran, Islamic Rep	All
94	Iraq	All
95	Jamaica	All
96	Libya	All
97	Maldives	All
98	Marshall Islands	All
99	Paraguay	All
100	Samoa	All
101	St. Lucia	All
102	St. Vincent and the Grenadines	All
103	Suriname	All
104	Thailand	Public Sector Only
105	Tonga	All
106	Venezuela, RB	All

(b) ***Royalties and Taxes***

Section 5A.4 of the Sublicense shall be replaced with the following:

*Notwithstanding the aforesaid, the license provided under Section 2 of this Agreement is royalty-free until the end of the month in which the World Health Organization (WHO) declares the end of the Public Health Emergency of International Concern regarding COVID-19 ("**Royalties-Free Sales**"). For the avoidance of doubt, such Royalties Free Sales shall not apply to the Thailand (Public Sector) and the private sector of South Africa and royalties are applied according to the terms of this Section 5A.*

(c) ***Right of Distributorship:***

(i) Section 1.7 of the Sublicense shall be replaced with the following:

*"**Customer**" shall mean the Third Party who is buying the Product from Licensee, but shall not include MSD, its Affiliates, an MPP Licensee or the Authorized Suppliers. For the avoidance of doubt, Customer shall include any Third Party distributor of Licensee and "distributors" for the purpose of this Amendment shall include MA Transfer Distributors unless otherwise described.*

(ii) The current Sections 2.15 to 2.24 of the Sublicense shall be re-numbered to Sections 2.1 to 2.10.

(iii) Section 2.1 of the Sublicense shall be replaced with the following:

Within the Territory. *Subject to the terms and conditions of this Agreement, MPP hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable license under the Territory Patents and MSD Know-How to manufacture the Product at a facility that is in the Territory (excluding any Sanctions Targets as defined in Section 6.3) and that is approved by an SRA or prequalified by the World Health Organization:*

(a) To Commercialize the Product by itself or through its Affiliates or distributors in the Territory for use in the Field;

(b) To Retail the Product to other MPP Licensees or Authorized Suppliers for their Own Use within the Territory;

(c) to register the Product in the Territory by itself or through its Affiliates or distributors for use in the Field for (a) and (d), provided, that the registration must remain in the name of the Licensee, except in the case of MA Transfer Distributor, as referred to in Section 2.1.A hereof; and

(d) to sell the Product to Public Purchasers for the sole purpose of enabling the Public Purchasers to supply the Product in the Territory for use in the Field.

It is explicitly agreed that MPP will not object to the import by any Customer of the Licensee of the Product in any country of the Territory on an import permit.

(iv) An additional Section 2.1A shall be included in the Sublicense as follows:

*Notwithstanding Section 2.1(c) above, MPP notes that as part of a distributorship arrangement, there may be situations where, subject to the terms and conditions of this Agreement, the Licensee, will, due to local regulatory requirements, require a distributor ("**MA Transfer Distributor**") duly licensed by the local authorities or local entity to obtain and hold in its own name the necessary import, pricing, registrations, market authorizations or other permits granted by the relevant governmental regulatory authorities ("**Permits**") before the Product may be lawfully Commercialized in a country in the Territory ("**MA Transfer**"). Considering such unique situations, MPP has no objections to the MA Transfer if the following conditions are met:*

(a) The Licensee certifies and represents to MPP that the MA Transfer shall only take place in those countries where it is required on a strictly need-to basis. The Licensee shall notify and provide all required information to MPP about any such MA Transfers (i) as soon as the Licensee become aware of such MA Transfer being required; and (ii) immediately after the MA Transfers is completed. If and when regulatory or legal requirements in a particular country allow for the Licensee or its Affiliate to own and hold the Permits, Licensee shall immediately arrange to own and hold such Permits by itself or through its Affiliates.

*(b) The Licensee shall **directly** provide all information as required by the relevant governmental regulatory authorities to obtain the Permits to be held under the MA Transfer Distributor and certifies and represents that the Permits are held on behalf and for the benefit of the Licensee.*

(c) The Licensee certifies and represents to MPP that there is no sublicensing or transferring of any intellectual property rights to the MA Transfer Distributor (this may include but is not limited to the Patents or MSD Know-How) that were licensed by MSD through MPP under the MA Transfer.

*(d) The Licensee shall include in the distribution agreement with the MA Transfer Distributor ("**MA Transfer Distribution Agreement**") adequate contractual safeguards to ensure that the MA Transfer will not in any way breach its obligations or infringe any of MPP or MSD's rights under the Agreement.*

(e) The Licensee certifies and represents that the MA Transfer Distribution Agreement conforms to the requirements under Section 2.8 of the Agreement.

(v) Section 2.7 of the Sublicense shall be replaced with the following:

Except as otherwise provided and solely in the manner permissible under this Agreement, the license granted is solely for the stated Territory. Licensee and its Affiliates agree not to sell the Substance and/or the Product to any Third Party outside the Territory or to sell Substance and/or Product to any Third Party that Licensee or its Affiliates have reason to believe will resell the Substance and/or the Product outside of the Territory in breach of this Agreement. Licensee shall (a) include language on the packaging of such Product indicating that such Product is "not for resale" outside of the initial country of sale and (b) implement a system of batch control and tracing which will enable the identification and batch tracing of any such Product which are subsequently reexported outside the Territory. In addition, Licensee shall use its best efforts, including but not limited to including provisions in its customer contracts and purchase orders, to ensure that all of its Customers (including any of its distributors) and any subsequent purchasers of the Product in all countries of the Territory shall not sell the Product or offer the Product for sale outside of the initial country of sale. If MPP or MSD becomes aware of any Commercialization of Product outside the Territory in breach of this Agreement, MPP or MSD (through MPP) shall provide the relevant information to Licensee, and Licensee shall promptly take all possible steps to prevent any further re-exports through the distribution channel or channels identified in such information. Licensee will require any Third Party distributor to agree, in a written agreement with Licensee, that it will not sell the Product to any Third Party outside the Territory in breach of this Agreement or to sell the Product to any Third Party that it has reason to believe will resell the Product outside of the Territory in breach of this Agreement. MPP shall have the right to audit, at its own expense and on no less than thirty (30) days' advance notice to Licensee, such records of Licensee solely to the extent necessary to verify such compliance.

(vi) Section 2.8 of the Sublicense shall be replaced with the following:

If Licensee wishes to Commercialize or sell the Product through an Affiliate or a MA Transfer Distributor of the Licensee acting on Licensee's behalf, Licensee shall first provide prior written notification to MPP and MSD. Upon MPP's or MSD's request, Licensee will provide MPP or MSD with a written copy of Licensee's agreement(s) with such Affiliate or MA Transfer Distributor and will certify to MPP and MSD in writing that such agreement(s) is/are consistent with the terms and conditions of this Agreement. MPP and MSD have the right to review all such agreements to verify consistency with the terms and conditions of this Agreement. If any inconsistency is found which had not been specifically discussed with, and agreed to in writing by MSD, MPP or MSD shall have the right to require Licensee to amend such agreement with such Affiliate or MA

Transfer Distributor to be consistent with the terms and conditions of this Agreement. Licensee shall be held responsible for the actions of any of its Affiliates, MA Transfer Distributors, or any other permitted assignees/transferees in connection with this Agreement, and all obligations of Licensee under this Agreement in connection with the sale and Commercialization of the Product in the Territory will be deemed to apply to such activities conducted by any of its Affiliates, MA Transfer Distributors and permitted assignees/transferees.

(vii) The Parties refer to the notice dated 24 January 2022 ("**Notice**") whereby MSD had granted certain waivers with regards to the manufacturing requirements by the Sublicensee. Upon further discussion, the Parties agree that additional waivers are needed to accelerate patient access in the Territory. Accordingly, the Parties agree that Section 3.2 of the Sublicense shall be replaced with the following and the Notice shall be terminated with no further effect upon the signing of this Amendment:

*Licensee agrees and represents that it will manufacture the Substance and the Product in a manner consistent with (i) WHO Pre-qualification standards; or (ii) the standards of any SRA. It shall only Commercialize the Product upon receiving the WHO Pre-qualification (or Emergency Use Listing) or SRA Approval (or emergency use authorization ("**EUA**"), as applicable) (collectively, the "**Filings**").*

*If Licensee wishes to Commercialize in any country in the Territory but had not filed or received approvals for the Filings, Licensee shall only be able to do so upon the fulfilment of the following and with prior written consent from MPP and MSD ("**Exemption Sales**"):*

*(a) If Commercialization of the Product is intended in a country of sale ("**COS**") or country of manufacture ("**COM**"), Licensee shall either provide to MPP and MSD documentary proof that the Product had been filed under the Filings or a signed declaration that upon receiving the bio-equivalence samples from MSD needed for the Filings, the same will be filed within six (6) months.*

*(b) Upon satisfying the applicable requirements under Section 3.2(a) above, the Licensee shall provide to MPP and MSD documentary proof that it had complied with the applicable regulatory requirements in the COM and COS ("**Regulatory Approvals**") before making available the Product in accordance with Section 2 of this Agreement. Such Regulatory Approvals, as applicable to either COM or COS, may include but is not limited to the proof of marketing approval, product registration, EUA, import permits and/or compassionate sale permit in COM or COS. Subject to any other requirements under this Section 3, the Licensee is solely responsible in ensuring that it had received all Regulatory Approvals before any*

Commercialization of the Product.

(c) Licensee shall certify to MPP and MSD that there is absolutely no variation (examples of variations may include but not is not limited to the composition, manufacturing process, manufacturing site, specifications, excipient grades) between the Product intended for Commercialization in either the COM or COS and the Product sample which is filed or is intended to be filed under the Filings.

If the Filings are not approved within a reasonable timeframe as agreed and communicated by MPP and MSD or if Licensee breaches any obligations under Section 3.2 of this Agreement, Licensee shall immediately cease the Commercialization of the Product until such time that the Filings are approved whilst obtaining the Regulatory Approvals or if MPP and MSD - at its sole discretion - approves the extension of the Exemption Sales.

(viii) Section 6.4 of the Sublicense shall be replaced with the following:

(a) By signing this Agreement, Licensee agrees to conduct the business contemplated herein in a manner which is consistent with both law and good business ethics.

*(b) Specifically, Licensee warrants that none of the employees, agents, officers, or other members of the management of the Licensee, its Affiliates or distributors or permitted assignees/transferees are or will become during the term of this Agreement officials, officers, agents, or representatives of any government or political party having governmental authority to make or participate in any decisions regarding the Product in the Territory. Licensee shall not make any payment or promise of payment, either directly or indirectly, of money or any other thing of value, including but not limited to any compensation derived from this Agreement (hereinafter collectively referred to as a "**Payment**"), to government or political party officials, candidates for public office, or representatives of other businesses or persons acting on behalf of any of the foregoing (hereinafter collectively referred to as "Officials") where such Payment would constitute a violation of any law. In addition, regardless of legality, Licensee shall not make any Payment either directly or indirectly to Officials if such Payment is for the purpose of influencing decisions or actions with respect to the subject matter of this Agreement or any other aspect of the Licensee's, MPP's or MSD's business.*

(c) Licensee shall comply with, and will not cause each other and their Affiliates, distributors, associates, directors, officers, shareholders, employees, representatives, or agents worldwide to be in violation with any applicable anti-corruption regulation and notably without limiting the foregoing to any provision of the United States Foreign Corrupt Practices

*Act (the "**FCPA**") and U.K. Bribery Act 2010. In light of the aforementioned, Licensee shall not, directly or indirectly, pay any money to, or offer or give anything of value to, any "Government Official" as that term is used in the FCPA, in order to obtain or retain business or to secure any commercial or financial advantage for Licensee, MSD or the MPP or any of their respective Affiliates. Licensee undertakes not to bribe government officials or any private companies or individuals, bribes having the following definition: offering, promising, or giving a financial or other advantage to another person where: (i) it is intended to bring about the improper performance of a relevant function or activity, or to reward such "Improper Performance" (as that term is used in the FCPA); or (ii) acceptance of the advantage offered, promised or given in itself constitutes improper performance of a relevant function or activity.*

(d) Licensee will maintain proper and accurate books, records, and accounts which accurately and fairly reflect any and all payments made, expenses incurred and assets disposed of in connection with its performance of this Agreement, and will maintain an internal accounting controls system to ensure the proper authorization, recording and reporting of all transactions and to provide reasonable assurances that any breaches of this Section 6.4 will be prevented, detected and deterred.

(e) Licensee further acknowledges that no employee of MSD and MPP or their respective Affiliates shall have the authority to give any direction, either written or oral, relating to any Payment by the Licensee or its agents, employees, officers, sub-contractors, sub-licensees, Affiliates or distributors, to any Third Party in violation of this Agreement.

(f) The Licensee represents and warrants that it respects the human rights of its staff and does not employ child labor, forced labor, unsafe working conditions, or cruel or abusive disciplinary practices in the workplace and that it does not discriminate against any workers on any ground (including race, religion, disability, gender, sexual orientation or gender identity) and aims to achieve greater equity along those lines in the workplace; and that it pays each employee at least the minimum wage, provides each employee with all legally mandated benefits, and complies with the laws on working hours and employment rights in the countries in which it operates.

*(g) MPP may, in the event that it determines that Licensee has breached any provision of this Section 6.4, provide written notice to Licensee of its intention to terminate this Agreement, along with any evidence supporting its claim of breach ("**Breach**") to the extent that it is possible to provide. The Parties will discuss any mitigation plans to the Breach but in the event that no consensus can be reached, MPP shall have the sole right to terminate the Agreement. These measures are in addition and without*

prejudice to any other remedies that may be available.

(h) In addition to all other remedies and indemnities provided for in this Agreement, the Licensee and its Affiliates shall indemnify and hold MPP and MSD and any of its Affiliates harmless from and against any and all liabilities (including all costs and reasonable attorneys' fees associated with defending against such claims) that may arise by reason of the acts or omissions of the Licensee or Third Parties acting on the Licensee's behalf which would constitute a violation of this Section 6.4.

(ix) Section 7.2 of the Sublicense shall be replaced with the following:

Neither MSD nor MPP shall be responsible to Licensee or to any Third Party for any damages or losses resulting from Licensee's, its Affiliates', its distributors' or permitted assignees'/transferees' manufacture, packaging, labeling, receipt, shipping, handling, storage, use, importation, marketing, or sale of the Product or any other acts or omissions of Licensee arising out of this Agreement.

(x) Section 7.3 of the Sublicense shall be replaced with the following:

*Licensee shall defend MPP, MSD, its Affiliates and its directors, officers, employees, and agents, and inventors of any patents and patent applications within the Patents (each and collectively a "**Indemnified Party**"), at Licensee's cost and expense, and shall indemnify and hold any Indemnified Party harmless from and against any and all liabilities, losses, costs, damages, fees, or expenses (including reasonable legal expenses and attorneys' fees incurred by a Indemnified Party) arising out of any claim, action, lawsuit or other proceeding brought against such Indemnified Party by a Third Party resulting directly or indirectly from the manufacture, packaging, labeling, receipt, shipping, handling, storage, use, importation marketing, Commercialization, or sale of Product or Substance or any other activity under this Agreement by Licensee, Affiliates, distributors or permitted assignees/transferees relating to: (a) any breach of this Agreement by Licensee, its Affiliates or distributors, or (b) the gross negligence, willful misconduct, or violation of applicable law by or of Licensee, its Affiliates, distributors or their respective directors, officers, employees or agents or any of them in performing under this Agreement; except, in each case, to the extent caused by the negligence, willful misconduct, violation of applicable law, or breach of this Agreement of or by MPP, MSD, its Affiliates, or any of the other Indemnified Parties. Licensee shall immediately notify MPP and MSD of any such suits and shall confer with MPP and MSD prior to the settlement of such claims.*

Furthermore, Licensee shall indemnify and hold harmless the upstream licensors of MSD, inventors of any patents and patent applications within the Patents, their Affiliates and their respective directors, officers, employees and

*agents, students, their heirs, executors, administrators, successors, legal representatives and agents and their respective successors and assigns (each a "**Third Party Indemnified Party**" and collectively the "**Third Party Indemnified Parties**"), from, against and in respect of any and all liabilities, losses, costs and expenses (including reasonable attorneys' and experts' fees and costs and expenses), damages, fines, penalties or amounts paid in settlement, in each case, payable to Third Parties ("**Losses**"), in each case to the extent resulting from any claim, cause of action or suit (whether in contract or tort or otherwise), litigation (whether at law or in equity, whether civil or criminal), arbitration or other proceedings brought or asserted by any Third Party (including any regulatory agencies) against a Party (or any other Third Party Indemnified Party) and to the extent such Losses are incurred or suffered by the Third Party Indemnified Parties or any of them as a result of, arising out of or directly or indirectly relating to: (a) any breach of this Agreement by Licensee, its Affiliates or distributors, or (b) the gross negligence, wilful misconduct or violation of applicable laws by or of Licensee, its Affiliates, distributors or their respective directors, officers, employees or agents or any of them in performing under this Agreement; except, in each case, to the extent caused by the negligence, wilful misconduct, violation of applicable or breach of this Agreement of or by either of the Third Party Indemnified Parties.*

Licensee shall immediately notify MPP and MSD of any such suits and shall confer with MPP and MSD prior to the settlement of such claims.

(d) ***Termination Rights:***

(i) *Section 10.3 shall be replaced with the following:*

<u>MPP Right to Terminate.</u> MPP shall have the right to terminate this Agreement, either in whole or in relation to a particular Patent, with immediate effect by notice in writing to Licensee if:

(a) Licensee breaches any of the anti-diversion provisions of Section 4;

(b) MPP becomes aware of any action (including any official notifications or communications) taken by any regulatory authority involving a determination of Licensee's failure to comply with good manufacturing practices as prescribed in the applicable legal or regulatory standards in connection with for the manufacture and handling of the Products, or otherwise 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 reliably and consistently manufacture Substance or Product in accordance with such quality requirements;

(c) Licensee fails to comply with the obligations contained in Section 3.3 of this Agreement;

(d) Licensee repeatedly fails to comply with or to timely provide MPP with the reports contemplated under Sections 3.4 and 9.2 of this Agreement; or

*(e) Licensee fails to file for WHO Pre-Qualification of the Product ("**WHO Pre-Q**") within six (6) months of receiving the bio-equivalence samples from MSD – the bio-equivalence samples being a requirement for the filing of the WHO Pre-Q.*

(f) The legal or beneficial ownership of Licensee or any of its Affiliates or MA Transfer Distributors changes in such a manner as MPP after consulting with Licensee reasonably determines to be significant and adversely impacts the ability of the Parties to achieve the objectives of this Agreement.

(g) if Licensee, its subsidiaries, distributors, or Affiliates challenges the validity, enforceability, or scope of any claim within the Patent in a court or other governmental agency of competent jurisdiction, including in a re-examination or opposition proceeding, or as a defense to enforcement of this Agreement or the terms of this Agreement, including applicable payment obligations. The Parties understand that this right of termination is required pursuant to MSD's upstream contractual obligations. To the extent that this Section 10.3(g) is deemed invalid or unenforceable in any jurisdiction, this Section 10.3(g) is intended to be severable without affecting the validity of the rest of this Agreement.

(e) ***Appendix 2 – Patents list***

The Parties agree that Appendix 2 of the Sublicense shall be deleted and replaced with the following:

Patents[2]

Patents and Patent Applications						
Ref.	**Country**	**Application No.**	**Int'l Filing Date**	**Patent Number**	**Grant Date**	
A	Australia	2015370004	Dec. 16, 2015	AU2015370004	Jun 24, 2021	Granted
A	Australia	2021203840	Dec. 16, 2015			Pending
A	Brazil	BR112017013858 1	Dec. 16, 2015			Pending
A	Brazil	BR122021015706	Dec. 16, 2015			Pending
A	Canada	2,972,259	Dec. 16, 2015			Pending

[2] Ref. A corresponds to PCT/US2015/066144, entitled N4-Hydroxycytidine And Derivatives And Anti-Viral Uses Related Thereto.
Ref. B corresponds to PCT/US2018/064503, entitled N4-Hydroxycytidine And Derivatives And Anti-Viral Uses Related Thereto.
Ref. C corresponds to PCT/US2021/016984, entitled N4-Hydroxycytidine And Derivatives And Anti-Viral Uses Related Thereto.
Ref. D corresponds to PCT/US2021/048054, entitled Novel Forms Of Antiviral Nucleosides.
Ref. E corresponds to PCT/US2021/064021, entitled Synthesis Of Antiviral Nucleosides.

Patents and Patent Applications						
Ref.	**Country**	**Application No.**	**Int'l Filing Date**	**Patent Number**	**Grant Date**	
A	China	201580076718.1	Dec. 16, 2015			Pending
A	Eurasian Patent Office	201791460	Dec. 16, 2015			Pending
A	European Patent Office	15874145.4	Dec. 16, 2015	EP3236972	Jul. 28, 2021	Granted – validated in Albania, Austria, Belgium, Bulgaria, Switzerland/ Liechtenstein, Cyprus, Czech Republic, Germany, Denmark, Estonia, Spain, Finland, France, United Kingdom, Greece, Croatia, Hungary, Ireland, Iceland, Italy, Lithuania, Luxembourg, Latvia, Monaco, North Macedonia, Malta, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Sweden, Slovenia, Slovakia, San Marino

Patents and Patent Applications						
Ref.	**Country**	**Application No.**	**Int'l Filing Date**	**Patent Number**	**Grant Date**	
						and Turkey
A	European Patent Office	21178364.2	Dec. 16, 2015			Pending
A	Hong Kong	42022050450.0	Dec. 16, 2015			Pending
A	India	201717025098	Dec. 16, 2015			Pending
A	Israel	252997	Dec. 16, 2015	IL252997	May 1, 2021	Granted
A	Israel	279663	Dec. 16, 2015			Pending
A	Japan	2021-204082	Dec. 16, 2015			Pending
A	Japan	2017-534192	Dec. 16, 2015			Pending
A	Singapore	10202105371Y	Dec. 16, 2015			Pending
A	South Africa	2017/04291	Dec. 16, 2015			Pending
A	South Korea	10-2017-7020692	Dec. 16, 2015			Pending
A	US	16/921,359	Dec. 16, 2015			Pending
A	WO	PCT/US2015/066144	Dec. 16, 2015			PCT application
B	Australia	2018378832	Dec. 7, 2018	2018378832	Sep. 2, 2021	Granted
B	Australia	2021206866	Dec. 7, 2018			Pending
B	Brazil	BR112020010581 3	Dec. 7, 2018			Pending
B	Brazil	BR122021012627 5	Dec. 7, 2018			Pending
B	Canada	3,082,191	Dec. 7, 2018	3,082,191	Sept. 21, 2021	Granted
B	China	201880073278.8	Dec. 7, 2018			Pending
B	Eurasian Patent Office	202091005	Dec. 7, 2018			Pending
B	European Patent Office	18886104.1	Dec. 7, 2018			Pending
B	Hong Kong	62021026557.0	Dec. 7, 2018	40037053	Dec. 3, 2021	Granted
B	Hong Kong	62021026723.8	Dec. 7, 2018			Pending
B	India	202017019418	Dec. 7, 2018			Pending
B	Indonesia	P00202003494	Dec. 7, 2018			Pending
B	Israel	274155	Dec. 7, 2018	274155	Oct. 30, 2021	Granted
B	Israel	284100	Dec. 7, 2018			Pending
B	Japan	2020-524817	Dec. 7, 2018	JP6804790B1	Dec. 7, 2020	Granted
B	Japan	2020-195927	Dec. 7, 2018			Pending

Patents and Patent Applications						
Ref.	**Country**	**Application No.**	**Int'l Filing Date**	**Patent Number**	**Grant Date**	
B	Japan	2021-106296	Dec. 7, 2018			Pending
B	Mexico	MX/a/2020/005392	Dec. 7, 2018			Pending
B	Philippines	1-2022-550371	Dec. 7, 2018			Pending
B	Philippines	1-2020-550607	Dec. 7, 2018			Pending
B	Russian Federation	2020116571	Dec. 7, 2018			Pending
B	Saudi Arabia	520412305	Dec. 7, 2018			Pending
B	Singapore	11202004403Q	Dec. 7, 2018			Pending
B	South Africa	2020/02849	Dec. 7, 2018			Pending
B	South Korea	10-2020-7014737	Dec. 7, 2018	10-2248165	Apr. 28, 2021	Granted
B	South Korea	10-2021-7012910	Dec. 7, 2018			Pending
B	United Kingdom	GB2008628.6	Dec. 7, 2018	GB2581936	Feb. 10, 2021	Granted
B	United Kingdom	GB2020498.8	Dec. 7, 2018	GB2590198	Feb. 23, 2022	Granted
B	US	17/465,344	Dec. 7, 2018			Pending
B	US	16/755,779	Dec. 7, 2018			Pending
B	WO	PCT/US2018/064503	Dec. 7, 2018			PCT application
C	Algeria					To Be Filed
C	Argentina	P210100320	Feb. 8, 2021			Pending
C	ARIPO	APP2022013879	Feb. 8, 2021			Pending
C	Australia					To Be Filed
C	Bahrain					To Be Filed
C	Barbados					To Be Filed
C	Belize					To Be Filed
C	Brazil					To Be Filed
C	Brunei Darussalam					To Be Filed
C	Canada					To Be Filed
C	Chile	2022423	Feb. 8, 2021			Pending
C	China					To Be Filed

Patents and Patent Applications						
Ref.	**Country**	**Application No.**	**Int'l Filing Date**	**Patent Number**	**Grant Date**	
C	Colombia					To Be Filed
C	Costa Rica	2022000082	Feb. 8, 2021			Pending
C	Dominican Republic	P20220049	Feb. 8, 2021			Pending
C	Ecuador					To Be Filed
C	Egypt					To Be Filed
C	El Salvador	2022006422	Feb. 8, 2021			Pending
C	Eurasian Patent Office					To Be Filed
C	European Patent Office	217507870	Feb. 8, 2021			Pending
C	Georgia					To Be Filed
C	Guatemala	A2022000036	Feb. 8, 2021			Pending
C	Honduras	2022000501	Feb. 8, 2021			Pending
C	India					To Be Filed
C	Indonesia	P00202201460	Feb. 8, 2021			Pending
C	Iran					To Be Filed
C	Israel					To Be Filed
C	Jamaica					Pending
C	Japan					To Be Filed
C	Jordan					To Be Filed
C	Kuwait					To Be Filed
C	Lebanon	8464	Apr. 21, 2021	LB12184	Apr. 21, 2021	Granted
C	Malaysia	PI2022001117	Feb. 8, 2021			Pending
C	Mexico					To Be Filed
C	Mongolia	102022006881	Feb. 8, 2021			Pending
C	New Zealand					To Be Filed
C	Nicaragua	2022000022	Feb. 8, 2021			Pending
C	Nigeria	FP2022146	Feb. 8, 2021			Pending

Patents and Patent Applications						
Ref.	**Country**	**Application No.**	**Int'l Filing Date**	**Patent Number**	**Grant Date**	
C	Oman					To Be Filed
C	Pakistan	115/2021	Feb. 8, 2021			Pending
C	Panama	9385001	Feb. 8, 2021			Pending
C	Peru					To Be Filed
C	Philippines	12022550438	Feb. 8, 2021			Pending
C	Qatar					To Be Filed
C	Saudi Arabia					To Be Filed
C	Seychelles					To Be Filed
C	Singapore	11202201400X	Feb. 8, 2021			Pending
C	South Africa					To Be Filed
C	South Korea					To Be Filed
C	Sri Lanka					To Be Filed
C	Taiwan	110104831	Feb. 8, 2021			Pending
C	Thailand	2201001154	Feb. 8, 2021			Pending
C	Trinidad & Tobago	TTA202200022	Feb. 8, 2021			Pending
C	Ukraine					To Be Filed
C	United Arab Emirates					To Be Filed
C	US	17/170172	Feb. 8, 2021			Pending
C	Venezuela	2021-000027	Feb. 8, 2021			Pending
C	Vietnam	1202201444	Feb. 8, 2021			Pending
C	WO	PCT/US2021/016984	Feb. 7, 2021			PCT application
D	WO	PCT/US2021/048054	Aug. 27, 2021			PCT application
E	WO	PCT/US2021/064021	Dec. 17, 2021			PCT application

5. The inclusions set out herein shall be effective from the date of this Amendment. Save as expanded by this Amendment, all other terms and conditions of the License Agreement shall remain in full force and effect. This Amendment shall be read and construed as part of the License Agreement. Without prejudice to the generality of the foregoing, where the context so allows, all references in the License Agreement to "this Agreement", 'hereof", "herein",

"hereto", "hereunder and words of similar effect shall be read and construed as references to the License Agreement as amended, modified or supplemented by this Amendment.

6. This Amendment commences on the Effective Date and will terminate automatically upon expiry or termination of the License Agreement.

7. This Amendment shall be governed by and construed and enforced in accordance with the laws of New York, USA without giving effect to the conflicts of laws principles thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

MERCK SHARP & DOHME LLC (FORMERLY KNOWN AS MERCK SHARP & DOHME CORP.)

SIGNATURE:

NAME: Kelly Grez

TITLE: Secretary

MEDICINES PATENT POOL FOUNDATION

DocuSigned by:
Charles Gore
4713D0F59C13482...

SIGNATURE:

NAME: CHARLES GORE

TITLE: EXECUTIVE DIRECTOR