

RDV LICENSE AGREEMENT

This RDV LICENSE AGREEMENT (the “**Agreement**”) is made as of May 12, 2020 (the “**Effective Date**”) by and between Gilead Sciences, Inc. a Delaware corporation having its principal place of business at 333 Lakeside Drive, Foster City, California 94404, USA (“**Gilead**”), and Mylan Laboratories Limited, a company registered under the laws of India, and having a registered office at Plot # 56-4-22, Road No. 92, Jubilee Hills, Hyderabad 500034, India (“**Licensee**”). Gilead and Licensee may each be referred to herein as a “**Party**” or collectively as the “**Parties**.”

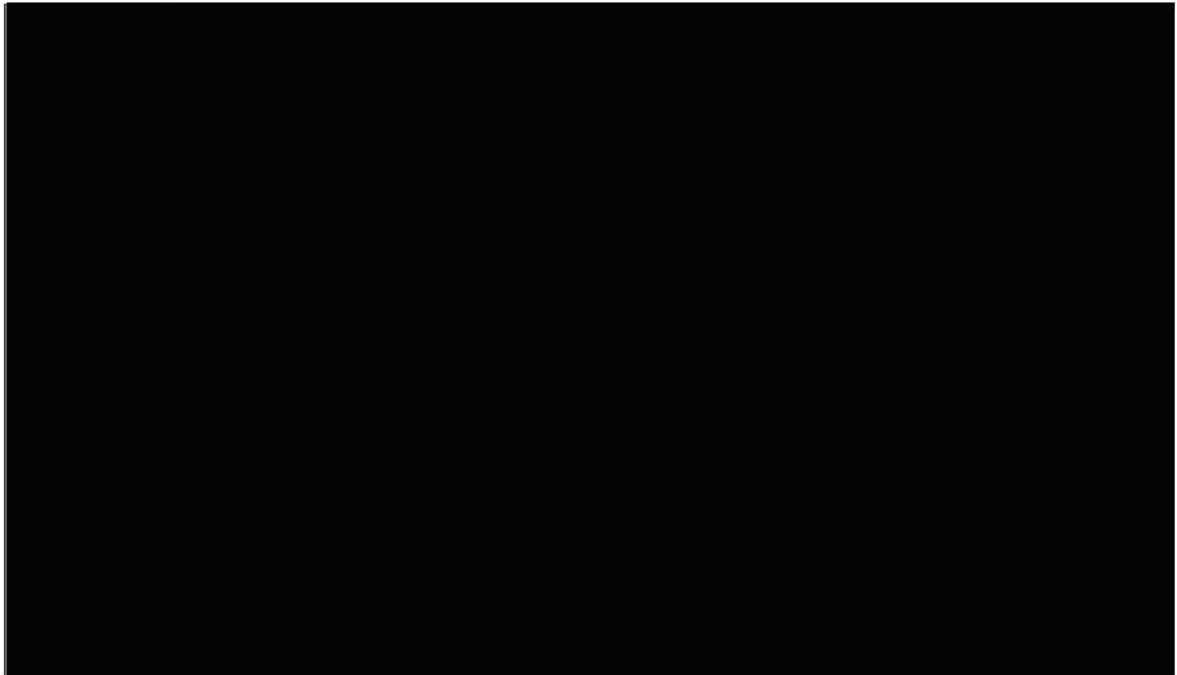
RECITALS

WHEREAS, Gilead wishes to facilitate access to its proprietary compound remdesivir to treat patients with coronavirus disease 2019 (“**COVID-19**”) in 127 countries, as identified in this Agreement, via certain non-exclusive licenses to Licensee with respect to the manufacture and sale of remdesivir and product incorporating remdesivir; and

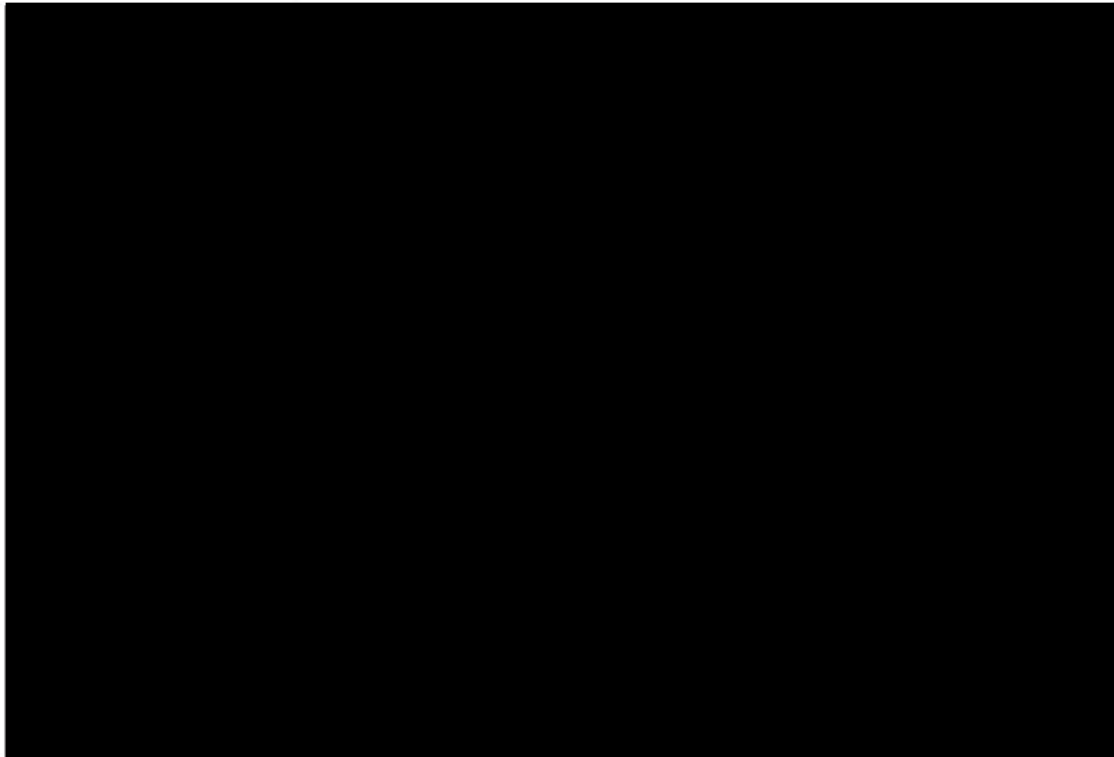
WHEREAS, Licensee wishes to obtain such non-exclusive licenses to facilitate patient access to Product incorporating remdesivir in such countries, all as more fully described in this Agreement below.

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:

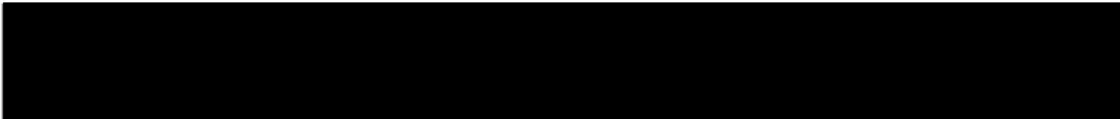
1. Definitions



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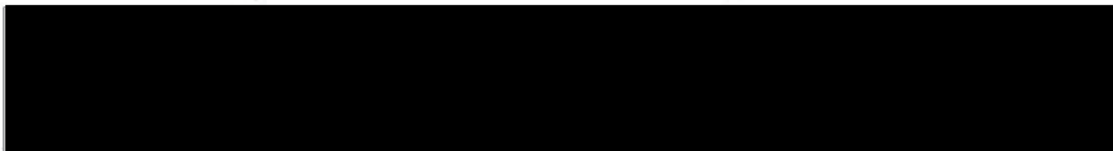


“Product” shall mean a formulated and finished pharmaceutical product (i) containing RDV as its sole active pharmaceutical ingredient and (ii) that is bioequivalent to the Gilead RDV Product.



“RDV” shall mean remdesivir, the structure of which is disclosed in the Patents.

“Territory” shall mean the countries set forth on Appendix I.



2. License Grant

2.1 Licenses.

(a) RDV License. Subject to the terms and conditions of this Agreement (including but not limited to the terms of this Article 2), Gilead hereby grants to Licensee a non-exclusive, non-sublicensable (other than a sublicense to an Affiliate in accordance with Section 2.2 below), non-transferable license under the Manufacturing Patents and Licensed Know-How to: (i) make and have made RDV anywhere in the world; (ii) use RDV for purposes of exercising the license set forth in Section 2.1(b)(i); or (iii) sell or otherwise supply RDV to Licensed Product Suppliers solely the purposes of such License Product Supplier's exercise of its license from Gilead.

(b) Product License.

(i) Subject to the terms and conditions of this Agreement (including but not limited to the terms of this Article 2), Gilead hereby grants to Licensee a non-exclusive, non-sublicensable (other than a sublicense to an Affiliate in accordance with Section 2.3 below), non-transferable license under the Manufacturing Patents and Licensed Know-How to make and have made Product anywhere in the world solely for purposes of exercising the license set forth in Section 2.1(b)(ii) below.

(ii) Subject to the terms and conditions of this Agreement (including but not limited to the terms of this Article 2), Gilead hereby grants to Licensee a non-exclusive, non-sublicensable (other than a sublicense to an Affiliate in accordance with Section 2.3 below), non-transferable license under the Product Patents and Licensed Know-How to sell, have sold and offer for sale Product in the Territory, for use in the Territory only, in each case for the Field.

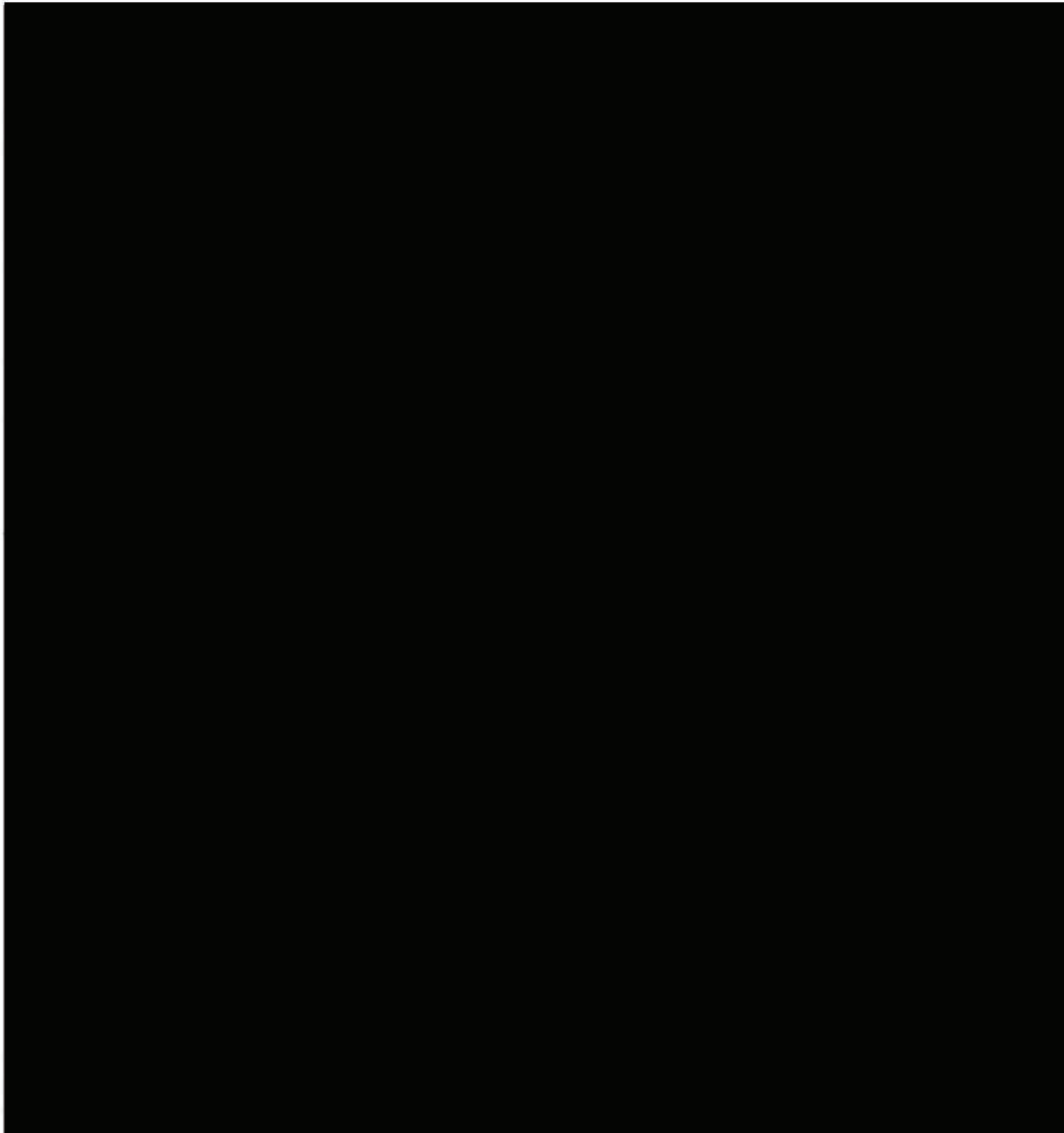
(c) Restrictions on Scope. The licenses granted in this Section 2.1 do not include, expressly or by implication, a license under any Gilead intellectual property right to manufacture, sell or distribute (1) any active pharmaceutical ingredient owned or controlled by Gilead other than RDV or (2) any product other than Product.

2.2 Affiliates. Licensee may grant sublicenses under the licenses granted in Section 2.1 to its Affiliates upon prior written notice to Gilead. Licensee shall provide Gilead with the written copies of the applicable sublicense agreement with such Affiliate(s). Licensee shall name Gilead as a third party beneficiary in any such sublicense agreement, and accordingly Licensee shall consent and hereby does consent to Gilead's enforcement of such sublicense agreement to the extent relating to the obligations that Licensee is required hereunder to impose on its Affiliates. Licensee shall ensure that any such Affiliate complies with all the terms of this Agreement as if they were a party to this Agreement, and Licensee will be liable for the activities of such Affiliates as if such activities were performed by Licensee. All notices and copies of agreements provided under this Section 2.2 shall be sent to Email: Anticounterfeiting@gilead.com.

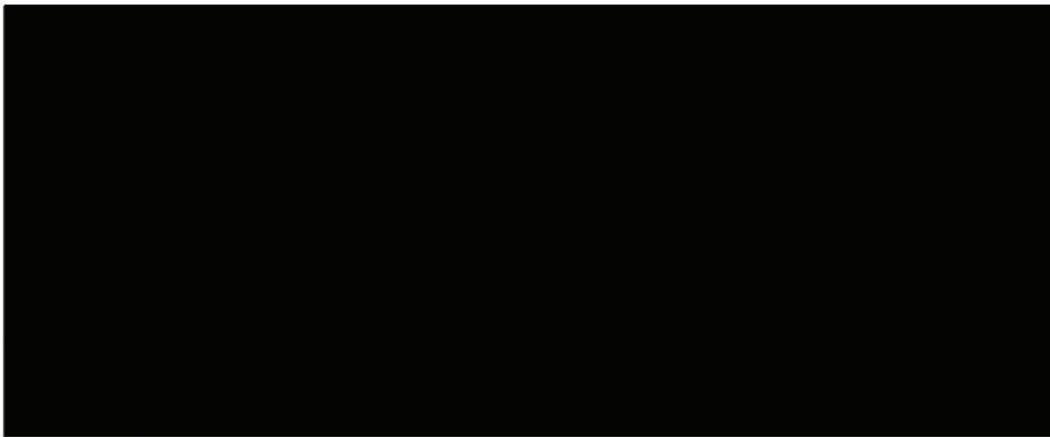




6.5 Product Labeling. Licensee shall have the right to expressly state on the labeling of all Product sold or offered for sale under this Agreement that the Product “is manufactured under a license from Gilead Sciences, Inc.”



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

END OF PAGE

[signatures appear on following page]

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

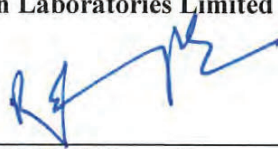
GILEAD:

Gilead Sciences, Inc.

By _____
Name: Brett Pletcher
Title: EVP, Corporate Affairs & General Counsel

LICENSEE:

Mylan Laboratories Limited

By  _____
Name: Rakesh Bamzai
Title: CEO and MD

EXECUTION COPY
CONFIDENTIAL

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

GILEAD:

Gilead Sciences, Inc.

By Brett A. Pletcher

Name: Brett Pletcher

Title: EVP, Corporate Affairs & General Counsel

LICENSEE:

Mylan Laboratories Limited

By _____

Name: Rakesh Bamzai

Title: CEO and MD

Appendix 1 Territory

1. Afghanistan	41. Eritrea	82. Nauru
2. Algeria	42. Eswatini (Swaziland)	83. Nepal
3. Angola	43. Ethiopia	84. Nicaragua
4. Anguilla	44. Fiji	85. Niger
5. Antigua and Barbuda	45. Gabon	86. Nigeria
6. Armenia	46. Gambia	87. North Korea
7. Aruba	47. Georgia	88. Pakistan
8. Azerbaijan	48. Ghana	89. Palau
9. Bahamas, The	49. Grenada	90. Panama
10. Bangladesh	50. Guatemala	91. Papua NewGuinea
11. Barbados	51. Guinea	92. Philippines
12. Belarus	52. Guinea-Bissau	93. Rwanda
13. Belize	53. Guyana	94. Samoa
14. Benin	54. Haiti	95. São Tomé and Príncipe
15. Bermuda	55. Honduras	96. Senegal
16. Bhutan	56. India	97. Seychelles
17. Botswana	57. Indonesia	98. Sierra Leone
18. British Virgin Islands	58. Jamaica	99. Sint Maarten
19. Burkina Faso	59. Kazakhstan	100. Solomon Islands
20. Burundi	60. Kenya	101. Somalia
21. Cambodia	61. Kiribati	102. South Africa
22. Cameroon	62. Kyrgyzstan	103. South Sudan
23. Cape Verde	63. Lao, People's Dem. Rep.	104. Sri Lanka
24. Cayman Islands	64. Lesotho	105. St. Kitts and Nevis
25. Central African Republic	65. Liberia	106. St. Lucia
26. Chad	66. Libya	107. St. Vincent and the Grenadines
27. Comoros	67. Madagascar	108. Sudan
28. Congo, Rep	68. Malawi	109. Surinam
29. Congo, Dem. Rep. of the	69. Maldives	110. Tajikistan
30. Cook Islands	70. Mali	111. Tanzania, U. Rep. of
31. Costa Rica	71. Marshall Islands	112. Thailand
32. Côte d'Ivoire	72. Mauritania	113. Timor-Leste
33. Cuba	73. Mauritius	114. Togo
34. Curacao	74. Micronesia	115. Tonga
35. Djibouti	75. Moldova	116. Trinidad & Tobago
36. Dominica	76. Mongolia	117. Tunisia
37. Dominican Republic	77. Montserrat	118. Turkmenistan
38. Egypt	78. Morocco	119. Turks & Caicos
39. El Salvador	79. Mozambique	120. Tuvalu
40. Equatorial Guinea	80. Myanmar	121. Uganda
	81. Namibia	122. Ukraine