

EXECUTION VERSION  
CONFIDENTIAL

**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 Cipla Limited, an Indian Corporation, and having a registered office at Cipla House, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai – 400013, Maharashtra, 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:

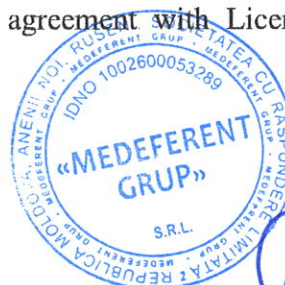
**1. Definitions**

“**Affiliate**” shall mean, with respect to a Party to this Agreement, any corporation, limited liability company or other business entity controlling, controlled by or under common control with such Party, for so long as such relationship exists. For the purposes of this definition, control means: (a) to possess, directly or indirectly, the power to direct affirmatively the management and policies of such corporation, limited liability company or other business entity, whether through ownership of voting securities or by contract relating to voting rights or corporate governance; or (b) ownership of more than fifty percent (50%) of the voting stock in such corporation, limited liability company or other business entity (or such lesser percent as may be the maximum that may be owned pursuant to applicable law of the country of incorporation or domicile), as applicable.

“**Confidential Information**” shall have the meaning set forth in Section 11.1.

“**Customer**” shall mean any hospital, government, or alternative site of care located in the Territory that purchases Product from Licensee or a Third Party Reseller.

“**Distributor**” shall mean a third party wholesaler or distributor that is not a Gilead Distributor and that is operating under an agreement with Licensee for the distribution and sale of Product in the Territory.



*[Handwritten signature]*

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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 Brett A. Pletcher  
Name: Brett Pletcher  
Title: EVP, Corporate Affairs & General Counsel

LICENSEE:

**Cipla Limited**

By \_\_\_\_\_  
Name:  
Title:

**Cipla Limited**

By \_\_\_\_\_  
Name:  
Title:



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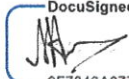
GILEAD:

Gilead Sciences, Inc.

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

LICENSEE:

Cipla Limited

DocuSigned by:  
  
By \_\_\_\_\_  
Name: AS Kumar  
Title: Global General Counsel & EVP

