# LICENSE AND TECHNOLOGY TRANSFER AGREEMENT

This License And Technology Transfer Agreement is made and entered into on this 20th day of November, 2015 (**Effective Date**) by and between:

(1) **Bristol-Myers Squibb Company**, a Delaware corporation, with offices at 345 Park Avenue, New York, New York, U.S.A. (**BMS**); and

(2) **Medicines Patent Pool**, a non-profit foundation registered under the laws of Switzerland, and having a principle place of business at Chemin Louis-Dunant 17, Geneva 1202, Switzerland (the **MPP**)

BMS and the MPP are each referred to in this License Agreement as a **Party**. BMS and the MPP are collectively referred to in this License Agreement as the **Parties**.

**Preliminary Statements**

The Parties recognize that the Hepatitis C Virus (**HCV**) constitutes a serious health crisis and are entering into this License Agreement as part of a humanitarian endeavor with the aim of increasing effective access to, and the use of the Licensed Compound (as defined below) in the Territory (as defined below). In keeping with the purpose of this License Agreement, the MPP understands and acknowledges that the license granted hereunder with respect to the Licensed Compound and Licensed Products (both as defined below) are to be made only for use in, and for the benefit of patients in, the Territory on the terms set out in this License Agreement. In the spirit of this License Agreement, the MPP will make every effort to ensure that adequate quantities of the Licensed Compound and of all formulations and strengths of the Licensed Products are made available to meet the needs of patients in the Territory. In addition, it is the spirit and purpose of this License Agreement to enable low-cost, affordable therapies in the face of HCV, and it is expected that the MPP will abide by the terms and conditions of the License Agreement to ensure low-cost and affordable access to the Licensed Compound and/or Licensed Products in the Territory.

**Whereas**

(A) MPP is a non-profit organization with a mission to improve the health of people living in the developing world by increasing access to quality, safe, efficacious and affordable HIV, HCV and tuberculosis medicines by facilitating access to intellectual property on these medicines.

(B) BMS owns and/or Controls (as defined below) the Licensed Patents Rights and Licensed Manufacturing Know-How (both, as defined below) with respect to the Licensed Compound and the Licensed Products with respect to the Territory.

(C) The MPP desires to obtain a license from BMS on these Licensed Patent Rights and Licensed Manufacturing Know-How rights as set out in this License Agreement and BMS desires to grant such license to the MPP, all on the terms and conditions set out in this License Agreement, solely to allow the MPP to grant sublicenses to various manufacturers of pharmaceutical products that would be interested in obtaining such a sublicense, in order to promote access to the Licensed Compound and the Licensed Products in the Territory;

(D) The Parties desire to provide for certain technology transfer arrangements as set out in this License Agreement to assist with the transfer to Sublicensees (as defined below) of the Licensed Manufacturing Know-How related to the Licensed Compound and the Licensed Products.

**Now, therefore**, in consideration of the foregoing and the mutual agreements set out in this License Agreement, the Parties agree as follows.

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

For the purposes of this License Agreement, the following definitions shall apply:

**Affiliate,** of a Person, means any Person which, directly or indirectly, is controlled by, controls or is under common control with such Person. For the purposes of this definition, the term **control** as used with respect to a Person shall mean the possession, directly or indirectly, of the power to direct, or cause the direction of, the management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

**BMS Sole Inventions** has the meaning given in Section 8.1(a).

**Business Day** means a day other than Saturday, Sunday or any day on which commercial banks located in New York, New York, U.S.A. are authorized or obligated by law to remain closed.

**Combination Product** means a formulated and finished pharmaceutical product containing the Licensed Compound or the Licensed Products in combination with any other active pharmaceutical ingredient, including any co-formulation, co-packaged product, bundled product or other type of combination product.

**Commercialization** or **Commercialize** means activities directed at obtaining regulatory, pricing and reimbursement approvals, marketing, promoting, distributing, importing or otherwise selling a Licensed Product.

**Confidential Information** means all trade secrets, processes, formulae, data, know-how, improvements, inventions, chemical or biological materials, techniques, marketing plans, strategies, customer lists, or other information that has been created, discovered, or developed by a Party or any of its Affiliates, or has otherwise become known to a Party or any of its Affiliates, as well as any other information and materials that are deemed confidential or proprietary to or by a Party or any of its Affiliates (including all information and materials of a Party's (or its Affiliates') customers and any other Third Party and their consultants), regardless of whether any of the foregoing are marked "confidential" or "proprietary" or communicated to the other by the disclosing Party in oral, written, graphic or electronic form. Confidential Information will include the Licensed Manufacturing Know-How.

**Controlled** or **Controls**, when used in relation to intellectual property, will mean the legal authority or right of a Party (or any of its Affiliates) to grant a license or sublicense of intellectual property rights to another Party, or to otherwise disclose proprietary or trade secret information to such other Party, without breaching the terms of any agreement with a Third Party, infringing upon the intellectual property rights of a Third Party, or misappropriating the proprietary or trade secret information of a Third Party.

**Development** and **Develop** means non-clinical and clinical drug development activities reasonably related to the development and submission of information to a Regulatory Authority, including toxicology, pharmacology and other discovery efforts, test method development and stability testing, process development, formulation development, delivery system development, quality assurance and quality control development, statistical analysis, clinical studies (including pre- and post-approval studies and specifically excluding regulatory activities directed to obtaining pricing and reimbursement approvals).

**Effective Date** has the meaning set forth in the preamble hereto.

**Field** means with respect to the Licensed Compound and/or Licensed Product use that is consistent with the label approved by the U. S. Food and Drug Administration or the applicable foreign Regulatory Authority in the country of sale within the Territory for use of such Licensed Compound or Licensed Product, including the use of the Licensed Product for treatment of HCV.

**HCV** has the meaning set forth in the preamble hereto.

**License Agreement** means this License and Technology Transfer Agreement, together will all attached Schedules, as the same may be amended or supplemented from time to time.

**Licensed Compound** means the compound listed in Schedule A.

**Licensed Manufacturing Know-How** means all technical information and know-how known to, owned or Controlled by BMS or its Affiliates as of the Effective Date (including all manufacturing data, the percentages and specifications of ingredients, the manufacturing process, specifications, assays, quality control and testing procedures) that is identified by BMS, in its good faith judgment, as primarily and directly relating to, and reasonably necessary for, the making of the Licensed Compound and/or Licensed Products in the same manner that such Licensed Compounds and/or Licensed Products have been made by or for BMS as of the Effective Date.

**Licensed Patent Rights** means:

(a) the patents and patent applications owned or Controlled by BMS in the Territory related to the Licensed Compound or Licensed Product, including those listed on Schedule B;

(b) any continuation, continuation-in-part (but only to the extent that such application includes new data in support of claims previously submitted in a prior originally filed application), divisional, and continued-prosecution applications of any patent applications included in paragraph (a); and

(c) any patents issuing from any patent applications included in the paragraphs (a) and (b),

in each case, including any renewals, extensions, patents of addition, supplementary protection certificates, revivals, re-examinations, and reissues thereof.

**Licensed Products** means any human pharmaceutical products produced under license from MPP and/or BMS in the Field and containing the Licensed Compound as one of its active ingredients (or as its sole active ingredient), in finished form or in such other forms, presentations, doses and formulations.

**Non-Territory Patent Rights** means:

(a) the patents and patent applications of BMS outside of the Territory related to the Licensed Compound and Licensed Product, including those listed on Schedule C;

(b) any continuation, continuation-in-part (but only to the extent that such application includes new data in support of claims previously submitted in a prior originally filed application), divisional, and continued-prosecution applications of any patent applications included in paragraph (a); and

(c) any patents issuing from any patent applications included in the paragraphs (a) and (b),

in each case, including any renewals, extensions, patents of addition, supplementary protection certificates, revivals, re-examinations, and reissues thereof.

**Person** means any individual, firm, corporation, partnership, limited liability company, trust, business trust, joint venture, governmental authority, association or other entity or other form of business organization.

**Product Trademark** means the trademark set out in Schedule E.

**Regulatory Authority** means any national or supranational governmental authority that has responsibility in the Territory over the Development and/or Commercialization of the Licensed Compound and Licensed Products.

**Sanctions** shall have the meaning given in the definition of "Sanctions Target".

**Sanctions Authorities** shall have the meaning given in the definition of "Sanctions Target".

**Sanctions Target** shall mean an individual or entity that is, or is owned or controlled by one or more individuals or entities that are: (i) the target of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control (**OFAC**), the U.S. Department of State, the European Union or its Member States or another sanctions authority with jurisdiction over any Party (together, the **Sanctions Authorities**) (collectively **Sanctions**); or (ii) located, organized or resident in a country or territory that is the target of country-wide or territory-wide Sanctions or (iii) listed on OFAC's Consolidated Sanctions List or any equivalent list of parties designated by the European Union.

**Sublicense Agreement** has the meaning given to it in Section 2.3(a).

**Sublicensee** has the meaning given to it in Section 2.

**Sublicensee Sole Invention** has the meaning given to it in Section 8.1(b)

**Technical Transfer Package** has the meaning given to in Section 3.2.

**Territory** means the countries listed in Schedule D and such other or different countries as the Parties may agree in writing.

**Third Party** means any Person other than BMS and the MPP and their respective Affiliates.

**1.2 Interpretation**

In this License Agreement:

(a) Section headings are for convenience only and are not intended to affect the interpretation of this License Agreement;

(b) where any word or phrase has a defined meaning, any other form of that word or phrase has a corresponding meaning;

(c) words in the singular include the plural and vice versa;

(d) any reference to "includes" or "including" are to be construed as indicative and non-exhaustive lists;

(e) unless otherwise specified or prevented by applicable laws, reference to "writing" includes faxes, email, letters, digital signatures or certificates or any other legible form of writing;

(f) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;

(g) whenever this License Agreement refers to a number of days, unless otherwise specified, such number shall refer to calendar days; and

(h) except to the extent expressly specified to the contrary, in the event of any inconsistency between any clause, any attachment or other document incorporated by reference, the clauses override the attachments, and the attachments override any other incorporated documents incorporated by reference, to the extent of any inconsistency.

## 2. LICENSE GRANT

### 2.1 Licensed Patent Rights and Licensed Manufacturing Know-How

(a) Upon the terms and subject to the conditions set out in this License Agreement, BMS hereby grants to the MPP, and the MPP hereby accepts, a non-exclusive, royalty-free, non- transferable license, with the right to grant sublicenses under the Licensed Patent Rights and the Licensed Manufacturing Know-How to make or have made, use, offer for sale, sell, have sold, export or import the Licensed Compound and Licensed Products anywhere in the world exclusively for ultimate use in the Field in the Territory.

(b) The license granted to MPP under this Section 2.1 is granted solely for the purpose of enabling MPP to grant sublicenses to Sublicensees subject to the terms and conditions of the Sublicense Agreements. MPP will not have any right to practice the license granted under this Section 2.1 or otherwise exploit the Licensed Patent Rights and Licensed Manufacturing Know-How for any other purpose.

### 2.2 Term of license grant

The license granted to the MPP in Section 2.1 with respect to Licensed Patent Rights will expire upon the expiration of the last-to-expire of the Licensed Patent Rights that are granted and in force in that particular country, unless where terminated earlier in accordance with Section 12. Following the expiration of such licenses in the Territory, the licenses granted in Section 2.1 with respect to Licensed Manufacturing Know-How will be fully paid-up and perpetual.

### 2.3 Sublicenses

(a) The Parties intend that MPP will identify potential manufacturers of pharmaceutical products with a view to enter into sublicense agreements pursuant to which MPP shall grant such manufacturers (each such manufacturer referred to as a Sublicensee) a sublicense under the license granted by BMS to MPP in Section 2.1 according to the terms of a sublicense agreement to be entered into substantially in the form attached as Schedule G to this Agreement (each such executed sublicense agreement a Sublicense Agreement).

(b) Any Sublicense Agreement will be entered into subject to the following:

(i) it will refer to this Agreement and will be subject to and subordinate to this Agreement;

(ii) the Sublicensee will confirm in writing that it has reviewed the terms and conditions of this Agreement and agree to not perform any acts or omissions that would place MPP in breach of this Agreement;

(iii) the sublicense rights granted to each Sublicensee will be non-sublicensable and non-transferable except as expressly provided under the Sublicense Agreement;

(iv) each Sublicensee will be entitled to make, have made, offer for sale, have sold, export or import the Licensed Compound, whether inside or outside of the Territory, solely for the manufacture of Licensed Products by BMS or BMS' authorized licensees, exclusively for use in the Field in the Territory;

(v) a Sublicensee will be entitled to offer for sale, sell, have sold the Licensed Products to customers outside of the Territory solely to the extent that such Licensed Products will be exclusively used in the Field in the Territory;

(vi) BMS will be a party to the Sublicense Agreement; and

(vii) before entering into a Sublicense Agreement, BMS and MPP will perform a due diligence of the proposed Sublicensee in order to ensure compliance with applicable laws relating to corruption (including anti-bribery laws and the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010); and relevant national and international quality and good manufacturing practices. No Sublicense Agreement may be entered into before the satisfactory completion of such due diligence by BMS and MPP.

(c) MPP will procure that:

(i) each Sublicensee has demonstrated capability to manufacture the presentations and strengths of the Licensed Products it intends on manufacturing;

(ii) all of the presentations and strengths of the Licensed Products listed in Schedule A will be manufactured by the Sublicensees in sufficient quantities to meet the projected aggregate demand in the Territory as soon as possible but not exceeding a period of 42 months from the Effective Date.

(d) MPP will coordinate execution of the Sublicense Agreement between BMS, MPP and Sublicensee.

(e) MPP will not modify the terms and conditions of any Sublicense Agreement (as attached as Schedule G) without BMS's prior written consent.

(f) MPP will remain jointly and severally liable with any Sublicensee for any failure by any Sublicensee to perform or observe the terms and conditions of this Agreement or a Sublicense Agreement.

(g) If MPP becomes aware of any act or omission of a Sublicensee which constitutes a breach of the relevant Sublicense Agreement, MPP will:

(i) if the breach is capable of correction and does not give rise to an immediate right of termination under the Sublicense Agreement, direct the relevant Sublicensee in writing to cure the breach, with a copy of that writing to BMS; and

(ii) if the breach remains uncured at the end of the specified period, or if there are otherwise grounds for termination under the Sublicense Agreement, and in each case if so requested by BMS, procure the termination of the relevant Sublicense Agreement in accordance with its terms.

(h) MPP agrees that it will not grant sublicenses to entities other than Sublicensees, and/or other than in the form of a Sublicense Agreement. Any purported sublicense not entered into in compliance with the foregoing will be null and void and without effect.

(i) The Sublicense Agreements will not prohibit the Sublicensees from manufacturing and selling the Licensed Compound and Licensed Products in combination with other active pharmaceutical ingredients in the Territory, provided in each case that:

(i) the Sublicensees have the legal right to manufacture and sell such other active pharmaceutical ingredients in the applicable country within the Territory;

(ii) such manufacture and sale is in accordance with the licenses granted in this License Agreement; and

(iii) BMS will not provide MPP or its Sublicensees with any representations, warranties or other assurances about Combination Products that include the Licensed Compound or the Licensed Products, including with respect to patents owned by third parties.

**2.4 Scope of the License and Sublicense Agreements**

(a) Under the Sublicense Agreements, the Sublicensee shall be entitled to make or have made offer for sale, sell, have sold, export or import the Licensed Compound, whether inside or outside of the Territory, solely for the manufacture of Licensed Products exclusively for use in the Field in the Territory, or upon request by BMS, to BMS's authorized licensees.

(b) Under the Sublicense Agreements, the Sublicensees shall be entitled to offer for, sale, sell, have sold the Licensed Products for or to customers outside of the Territory solely to the extent that such Licensed Products will be exclusively Commercialized in the Field in the Territory.

(c) Nothing in the Sublicense Agreements will prohibit the Sublicensee from manufacturing and Commercializing a Combination Product in the Territory, provided in each case that:

(i) the Sublicensee has the legal right to manufacture and sell such other active pharmaceutical ingredients in the applicable country within the Territory;

(ii) such manufacture and sale is in accordance with the licenses granted in this License Agreement and the Sublicense Agreement; and

(iii) BMS does not provide the Sublicensee with any representations, warranties or other assurances about Combination Products that include the Licensed Compound or the Licensed Products, including with respect to patents owned by third parties.

**2.5 No trademark license**

(a) No right or license, express or implied, is granted to the MPP or the Sublicensees either under this License Agreement or the Sublicense Agreement to use the Product Trademark or any trademark, trade name, logo, trade dress or service mark owned or Controlled by BMS or any of its Affiliates.

(b) The MPP, at its sole cost and expense, will be responsible for the selection, registration and maintenance of all trademarks and trade dress which it employs in connection with its activities conducted pursuant to this License Agreement and will own and control such trademarks and trade dress.

(c) Notwithstanding the foregoing, the MPP and its Sublicensees will not use the Product Trademark or any trademark or trade dress or product marking used by BMS or any of its Affiliates or licensees in any manner or any trademark or trade dress that is confusingly similar to the Product Trademark or any trademark or trade dress used by BMS or any of its Affiliates.

(d) The MPP will require that its Sublicensees cause the color, markings and, with respect to Licensed Products in tablet form, shape of each Licensed Product to be distinctive from the BMS Product.

(e) The MPP will require that its Sublicensees obtain the prior written approval, such approval not to be unreasonably withheld, of BMS for the MPP's or the Sublicensee's proposed trademark, trade dress or product markings or the color or shape of the Licensed Product. BMS will endeavor to provide its consent within sixty (60) Business Days of the Sublicensee's request, provided that if BMS does not provide any response within this sixty (60) Business Day period, the consent will be deemed to have been provided by BMS. If BMS reasonably objects to such request within the foregoing time-period, the Parties shall discuss in good faith BMS's concerns and the Sublicensee will agree to make such modifications to the Sublicensee's proposed trademark, trade dress or product markings or the color or shape of the Licensed Product, as are necessary to address BMS's concerns.

**2.6 No implied license**

No license or other right is or will be created or granted under this License Agreement by implication, estoppels or otherwise. All licenses and rights are or will be granted only as expressly provided in this License Agreement.

**2.7 Retained rights**

(a) All rights not expressly granted under this License Agreement are reserved by BMS and may be used by BMS for any purpose.

(b) Without limiting the foregoing, BMS retains any and all rights under the Licensed Patent Rights and Licensed Manufacturing Know-How to make, have made, use, offer for sale, sell, have sold, export or import:

(i) the Licensed Compound and the Licensed Products, including any Combination Products, for any use whether within or outside the Territory and whether within or outside the Field; and

(ii) compounds covered by one or more claims in the Licensed Patent Rights other than the Licensed Compound for any use.

(c) BMS also expressly reserves and retains the right to make or have made, and use, the Licensed Compound and the Licensed Products for any internal research purpose.

**2.8 Product diversion**

(a) The MPP acknowledges that the license to use and sell the Licensed Compound and Licensed Products granted under Section 2.1 is granted solely under and with respect to

Licensed Patents Rights and Licensed Manufacturing Know-How for the purposes of supplying Licensed Products in the Field in the Territory.

(b) Nothing in this License Agreement will be construed as granting the MPP or a Sublicensee any rights under any patents, know-how or otherwise to use or sell the Licensed Compound or any Licensed Product for ultimate use outside of the Field and/or outside of the Territory.

(c) For the avoidance of doubt, it would not be a breach of the Agreement for the MPP or its Sublicensees to, Develop, seek regulatory approval for, manufacture or use the Licensed Compounds and Licensed Product (in or outside of the Territory) for Commercialization of such Licensed Compounds or Licensed Product outside Territory where such Commercialization does not (i) infringe Licensed Patent Rights and Non-Territory Patent Rights; and (ii) rely on the Licensed Manufacturing Know-How provided by BMS. For the purposes of this provision, "to infringe" will mean the infringement of a patent in force, or any other activities that are prohibited under applicable laws in relation to Licensed Patent Rights and Non-Territory Patent Rights.

**2.9 OFAC Licenses**

(a) MPP represents that neither MPP nor, to the knowledge of MPP, any Affiliate, director, officer, or employee of MPP, is a Sanctions Target.

(b) MPP agrees that it will not, with respect to the licensed intellectual property (including the Licensed Manufacturing Know-how), Licensed Compound and Licensed Products, engage in any transactions or dealings with or involving a Sanctions Target or a country or territory that is the target of US or EU country –wide or territory-wide Sanctions absent a license or other authorization from the relevant governmental authority, should such a license or other authorization be required. MPP shall convey such license or other authorization, if required and obtained to BMS prior to any such transactions or dealings.

MPP also agrees that prior to, directly or indirectly,

(i) making any Licensed Compound or any Licensed Product available to, or contracting for Product manufacture with, any Sanctions Target; or

(ii) making any Licensed Compound or any Licensed Product available to, or contracting for Product manufacture in, a country or territory that is the target of country-wide or territory-wide Sanctions;

it will obtain a license or other authorization, if required, either directly from the relevant government authority or cooperate with BMS to obtain such a license or other authorization in each case to permit MPP, its Sublicensees and BMS (as the ultimate licensor of the Licensed Product) to engage in transactions with a Sanctions Target or involving a country or territory that is the target of country-wide or territory-wide Sanctions; and

in the event that performance of the License Agreement or any Sublicense Agreement by the MPP or its Sublicensees would (or might) in the reasonable opinion of BMS, breach, or expose BMS to potential liability under, any Sanctions or export control regime or any other similar laws of any jurisdiction (whether or not such Sanctions, controls or laws were in existence at the date

of this Agreement and whether or not there have been any other changes in circumstance from those that existed at the date of this License Agreement or any Sublicense Agreement), BMS shall be entitled to immediately request that the MPP or its Sublicensees cease all shipments of Licensed Compound or Licensed Product into any country or territory that is the target of countrywide or territory-wide Sanctions, or if the Licensed Compound or Licensed Product is still within the custody and control of MPP, its Sublicensees or its respective agents or representatives to use its best efforts to remove such Licensed Compound or Licensed Product from any country or territory that is the target of countrywide or territory-wide Sanctions, or suspending the operation of such provisions of the License Agreement or relevant Sublicense Agreement(s) (including any supply provisions) which require or permit performance by any party where, in the reasonable opinion of BMS, such performance would result in a breach of, or expose BMS to potential liability under, any such Sanctions, controls or laws until, in the reasonable discretion of BMS, such time as all necessary approvals or licenses have been obtained to enable the License Agreement to continue in a lawful and compliant manner and without exposure to liability for BMS and, notwithstanding any provision of the License Agreement or any providing of the Sublicense Agreement(s), BMS shall not be obliged to pay any compensation to the other party or otherwise indemnify the other party in respect of any losses or costs which that other party may suffer or incur as a result of such suspension and/or termination.

**2.10 Limitation on MPP's rights to assign**

MPP acknowledges that BMS has carefully selected MPP to participate in the arrangements contemplated in this Agreement. It is intended that BMS should not be obligated to participate in such arrangements with a party not of its choosing. Accordingly, this Agreement includes limitations on the right of MPP to sublicense to Third Parties, assign and delegate its rights and obligations under this Agreement without the consent of BMS.

**2.11 BMS Affiliates**

BMS is entering into this License Agreement for itself and its Affiliates. MPP agrees that BMS may enforce its rights, and perform its obligations, under this License Agreement or the Sublicense Agreements through one or more of its Affiliates.

## 3. TECHNICAL ASSISTANCE

**3.1 Documentation**

(a) BMS will provide the MPP with one copy of all documents, data (including, but not limited to clinical data) or other information Controlled by BMS to the extent that such documents, data and information are the subject of the Licensed Manufacturing Know-How, and information reasonably necessary for the registration of the Licensed Compound or a Licensed Product that is reasonably available to BMS without undue searching, provided however that the foregoing will in no event require BMS to provide copies of laboratory notebooks or manufacturing run records required to be maintained by BMS under applicable law. BMS will further provide the MPP and its Sublicensees with regulatory exclusivity waivers, as applicable, to the extent required by the Regulatory Authorities for national registration in the Territory of the Licensed Products. BMS shall not be responsible for the performance of additional studies or

submission of additional data for the grant of the regulatory approval of a Licensed Product in the Territory.

(b) Such documentation will not be used by the MPP or any of its Sublicensees for any purpose other than the manufacture and registration of the Licensed Compound and Licensed Products in accordance with this License Agreement and is Confidential Information of BMS. For the sake of clarity, each Sublicensee shall be obligated to seek regulatory approvals within the Territory for the Licensed Product, and maintain its own regulatory documentation, provided, that if BMS has provided documentation to the Sublicesee that the Sublicensee shall leverage such documentation as it maintains its own regulatory documentation. Each Sublicensee will assume full responsibility and liability to BMS for any unauthorized use or disclosure of such Confidential Information.

(c) BMS will be responsible for the cost of providing one set of electronic copies only. BMS will respond to reasonable requests from the MPP or its Sublicensees for clarification on the information provided under this Section 3.1(c), where responses to such requests are, in BMS' good faith judgment reasonably necessary for the manufacture and registration (in the manner previously manufactured by or for BMS) of the Licensed Compound or a Licensed Product.

(d) Any and all such materials delivered to the MPP pursuant to this Section 3 are and will remain the sole property of BMS. BMS represents and warrants that the information provided to MPP pursuant to this Section 3 will be true, to the best of BMS's knowledge, as of the date of such documentation.

### 3.2 Technical Transfer Package

(a) MPP will require the Sublicensees to accept the technical transfer package set out in Schedule F (the **Technical Transfer Package**) relating to the Licensed Manufacturing Know-How.

(b) Each Sublicensee will evaluate the contents of the Technical Transfer Package with a view to taking a technical decision whether or not to use such contents in the manufacture of the Licensed Compound and Licensed Products. Irrespective of its decision whether to use the Technical Transfer Package or not, the Sublicensee should be in a position to make or have made generic equivalents of the Licensed Compound and the Licensed Products. In the event that it is alleged that the Sublicensee relied on the Licensed Manufacturing Know-How in breach of its obligations under this Sublicense Agreement or for purposes not contemplated in this Sublicense Agreement, the defenses set out in Section 10.1(b) will be available to the Sublicensee.

## 4. COMMERCIALIZATION

(a) Each Sublicensee will be responsible, at its own expense, for Commercialization of the Licensed Products in the Territory.

(b) Each Licensed Product Commercialized by a Sublicensee under this License Agreement and a Sublicense Agreement will be marked (to the extent not prohibited by law):

(i) with a notice that such Licensed Product is sold under a license from BMS and MPP; and

(ii) with all markings and notices as may be required by applicable law, including in relation to patent and other intellectual property.

(c) The MPP will use all reasonable efforts through its Sublicensees to provide an adequate supply of the Licensed Products (in all formulations and strengths) to meet the therapeutic needs in the Territory and will provide through the Sublicensees a strong supply network to support the distribution of the Licensed Products in the Territory. In recognition of the humanitarian objectives of this License Agreement, the MPP also will use all reasonable efforts to promote the affordable access to the Licensed Products through the Sublicensees in the Territory.

## 5. MANUFACTURE AND SUPPLY

(a) Each Sublicensee will be solely responsible at its expense for making or having made all of its respective requirements for the Licensed Compound and Licensed Products in conformity with all applicable specifications in the Territory and will hold all relevant authorizations and permits required by the applicable Regulatory Authority in this respect.

(b) Each Sublicensee will use all reasonable commercial efforts to manufacture the Licensed Compound and Licensed Products for use and sale in the Territory consistent with this License Agreement and to provide a sufficient supply thereof to meet the needs in the Territory. The MPP will, upon BMS' reasonable request, make all reasonable efforts to ensure that at least one of its Sublicensees manufactures sufficient volumes in certain presentations and strengths of Licensed Products as listed in Schedule A.

(c) In the event that BMS becomes aware of a tender that includes the Licensed Product (including for BMS' branded version of the Licensed Product and Licensed Compound) in the presentations and strengths listed in Schedule A in the Territory, BMS will promptly inform MPP and upon receipt of such information, the MPP will, upon BMS's reasonable request, request that one or more of its Sublicensees submit a good faith proposal for such tender.

## 6. PHARMACOVIGILANCE AND QUALITY MATTERS

### 6.1 Pharmacovigilance

(a) The MPP will require that its Sublicensees, in accordance with its standard protocols, maintain effective and reliable systems for receiving and tabulating any reports of adverse reactions to the Licensed Products and to report such information on a timely basis to the relevant regulatory authorities. The MPP will require that its Sublicensees be responsible for fulfilling all required reporting responsibilities under applicable laws and regulations within the Territory.

### 6.2 Quality

The MPPs will require its Sublicensees to manufacture the Licensed Compound and Licensed Products in a manner consistent with:

(a) World Health Organization (WHO) pre-qualification standards, as appropriate and if applicable; or

(b) the standards of any Stringent Regulatory Authority. For the purposes of this Section 6.2(b) a **Stringent Regulatory Authority** is defined as Regulatory Authorities which are members, observers or associates of the International Conference of Harmonization of Technical Requirements for Registration of Pharmaceuticals for Human Use, as may be updated from time to time. Where such approvals are not yet available, the MPP or

its Sublicensees will obtain temporary approval through a WHO Expert Review Panel, as appropriate and if applicable.

## 7. REPRESENTATIONS AND WARRANTIES

### 7.1 General

Each Party hereby represents, covenants and warrants to the other that:

(i) it is duly organized and validly existing under the Applicable Law of the jurisdiction of its incorporation, and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

(ii) it is qualified to do business and is in good standing in each jurisdiction in which it conducts business;

(iii) it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and the Person executing this Agreement on its behalf has been duly authorized to do so by all requisite corporate action; and

(iv) this Agreement is legally binding upon it and enforceable in accordance with its terms and the execution, delivery and performance of this Agreement by it does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any material Applicable Law;

(v) the performance of this License Agreement by either Party does not create a breach or default under any other agreement to which it is a party;

(vi) it will comply with all applicable laws and regulations, including all applicable anti-bribery and corruption laws (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010); and

(vii) it will, during the Term, perform regular internal due diligence to ensure ongoing compliance with all applicable laws and the terms of this License Agreement.

### 7.2 Representations, warranties and covenants of the MPP

The MPP represents warrants and covenants to BMS that:

(i) the MPP will select Sublicensees that have the capability and intent to manufacture the presentations and strengths of the Licensed Products as specified in Schedule A for ensuring access to appropriate and needed HCV formulations made possible through this License Agreement;

(ii) it will have and maintain suitable mechanisms in order to comply with all applicable laws (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act) , in particular, MPP will not, directly or indirectly, offer, promise or give any financial or other advantage and or pay money or anything of value to government officials, political parties, candidates and any other person for the purposes of corruptly obtaining or retaining business; MPP will certify to BMS in writing, at the frequency requested by BMS (and at least once annually), compliance with their obligations under this Agreement (including compliance with the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010);

(iii) all of its activities related to the use of the Licensed Patent Rights and Licensed Manufacturing Know-How and the Development and Commercialization of the Licensed Compound and Licensed Products by its Sublicensees pursuant to this License Agreement and the Sublicense Agreements will comply with all applicable legal and regulatory requirements;

(iv) it will not engage in any activities that use the Licensed Patent Rights and/or Licensed Manufactured Know-How in a manner that is outside the scope of the license rights

granted to it under this License Agreement and that any modifications to the manufacturing process or compound technology will be undertaken at the Sublicensees' sole risk and in no event will BMS indemnify, hold harmless or defend the MPP or any Sublicensee for any such modifications; and

(v) As between BMS and the MPP and between BMS and any Sublicensees, MPP acknowledges and agrees that BMS will have no liability whatsoever in relation to any infringement of the intellectual property rights of any Third Party arising out of the Development, manufacture and Commercialization of the Licensed Products by the its Sublicensees, except and only to the extent that the Licensed Product incorporates any BMS Licensed Manufacturing Know-How relied on by its Sublicensees in such Development, manufacture and Commercialization of the Licensed Products by the Sublicensees.

**7.3 "AS IS" license**

(i) Notwithstanding any other provision of this License Agreement, the MPP acknowledges and agrees that the Licensed Patent Rights and Licensed Manufacturing Know-How are licensed to MPP "as is".

(ii) Notwithstanding any other provision of this License Agreement, BMS makes no representation or warranty of non-infringement or any representation or warranty that the Licensed Patent Rights or Licensed Manufacturing Know-How is suitable for any purpose for which it may be used by the MPP or its Sublicensees.

**7.4 Disclaimer**

BMS makes no representations or warranties of any kind, either express or implied, including any express or implied warranties of merchantability or fitness for a particular purpose, with respect to the licensed patent rights or licensed manufacturing know-how or any license granted by BMS under this License Agreement or any Sublicense Agreement, or with respect to any compounds or products, including any combination products that include the licensed compound or the licensed products. FURTHERMORE, NOTHING IN THIS LICENSE AGREEMENT OR THE SUBLICENSE AGREEMENT WILL BE CONSTRUED AS A REPRESENTATION OR WARRANTY THAT ANY PATENT OR OTHER PROPRIETARY RIGHTS INCLUDED IN THE LICENSED PATENT RIGHTS ARE VALID OR ENFORCEABLE OR THAT THE MPP's OR ANY SUBLICENSEE'S USE OF THE LICENSED PATENT RIGHTS AND LICENSED MANUFACTURING KNOW-HOW CONTEMPLATED UNDER THIS LICENSE AGREEMENT OR ANY SUBLICENSE AGREEMENT DOES NOT INFRINGE ANY PATENT RIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

**7.5 Limitation of liability**

NOTWITHSTANDING ANYTHING IN THIS LICENSE AGREEMENT. ANY SUBLICENSE AGREEMENT OR OTHERWISE, IN RECOGNITION OF THE HUMANITARIAN NATURE OF THIS LICENSE AGREEMENT AND THE SUBLICENSE AGREEMENTS AND THE LACK OF ANY ROYALTY TO BMS OR OTHER PAYMENTS TO BMS UNDER THIS LICENSE AGREEMENT AND THE SUBLICENSE AGREEMENTS, BMS WILL NOTHAVE ANY LIABILITY TO THE LICENSEE OR ITS SUBLICENSES FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES RELATED TO THIS AGREEMENT, WHETHER UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER

LEGAL OR EQUITABLE THEORY. IN PARTICULAR, AND WITHOUT LIMITING THE FOREGOING, BMS WILL HAVE NO LIABILITY IN THE EVENT THE LICENSED PATENT RIGHTS ARE INVALID OR UNENFORCEABLE, OR IN THE EVENT THE EXERCISE BY THE MPP OF ITS RIGHTS UNDER THIS LICENCE AGREEMENT OR THE EXERCISE BY ANY SUBLICENSEE OF THEIR RIGHTS UNDER THE SUBLICENSE AGREEMENTS INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

## 8 INVENTIONS, PATENT MAINTENANCE, INFRINGEMENT

### 8.1 Inventions

(a) BMS (or its Affiliates) will own the entire right, title and interest in and to any and all inventions conceived solely by its employees and agents after the Effective Date relating to the Licensed Compound or any Licensed Product, including any adaptation of any manufacturing process or proprietary drug delivery or formulation technology of BMS or its Affiliates for the production of the Licensed Compound or any Licensed Product, and any patents covering such invention ("**BMS Sole Inventions"**), subject to the license grant to the MPP set out in Section 2.

(b) The relevant Sublicensee will own the entire right, title and interest in and to any and all inventions conceived solely by its employees and agents after the Effective Date relating to the Licensed Manufacturing and Know-How in the Field in the Territory (but only to the extent separable from BMS' s intellectual property) ("**Sublicensee Sole Inventions"**). The relevant Sublicensee will notify MPP and BMS in writing within thirty (30) days of reducing to practice any such inventions and MPP and BMS will automatically have a non-exclusive, perpetual, worldwide, royalty-free license to use any such invention and any related intellectual property, irrespective of expiration or termination of this License Agreement. BMS may transfer or sublicense such inventions only to BMS's own Affiliates and suppliers and for use in connection with the Licensed Compound and Licensed Product, provided that such Affiliates and suppliers utilize such Sublicensee Sole Inventions solely for the benefit of BMS or its Affiliates. Should MPP desire to sublicense any such rights to other Sublicensees in relation to the Licensed Product and Licensed Compound, the relevant Sublicensee and MPP will enter into good faith negotiations.

### 8.2 Patent maintenance and abandonment

BMS will be responsible (at its own expense and discretion) for, and will control, the prosecution (including any interferences, reissue proceedings and reexaminations) and maintenance of all Licensed Patent Rights in the Territory.

### 8.3 Enforcement of Licensed Patent Rights

(a) Information

In the event that MPP becomes aware of a suspected or actual breach of any Sublicense Agreement, MPP will notify BMS promptly, and following such notification, the Parties will confer.

(b) Enforcement of Licensed Patent Rights

BMS (and/or its Affiliates) will have the right but will not be obligated, to bring an infringement action at its own expense, in its own name and entirely under its own direction and control, subject to the following:

(i) BMS, the MPP and each Sublicensee will reasonably assist each other (at their own respective expense) in any action or proceeding being prosecuted if so requested by BMS, MPP and/or each Sublicensee, and such reasonable assistance is necessary for BMS the MPP, and/or each Sublicensee to fully exercise its rights under such proceeding;

(ii) The MPP will have the right but will not be obligated, to participate and be represented in any such suit by its own counsel at its own expense; and

(iii) BMS may enter into a settlement of any such action or proceeding to restrict the scope of the Licensed Patent Rights at its sole discretion.

(b) The Parties agree to keep the other Party reasonably informed of all such material developments in connection with any infringement proceedings and of any matters coming to such Party's attention that may materially affect the preparation, filing, prosecution, or maintenance of any Licensed Patent Rights.

(c) If the making, import, use, offer for sale or sale of the Licensed Compound or the Licensed Products by or on behalf of MPP or a Sublicensee infringe on the intellectual property rights of a Third Party in the Territory, MPP will be solely responsible for such infringement, and BMS will not have any obligation to defend or indemnify MPP or a Sublicensee with respect to any such claim.

## 9 AUDIT AND REPORTS

### 9.1 Reports

The MPP will send to BMS within forty-five (45) calendar days following the end of each calendar quarter the number of units of Licensed Products sold by strength / formulation by country and the number of kilograms of Licensed Compound sold. The MPP shall also provide BMS with a quarterly written report setting forth each Sublicensee's (a) Licensed Products in its development pipeline, (b) status of development of each Licensed Product in development, (c) regulatory filing plan for each Licensed Product, (d) a list of countries within the Territory for which such regulatory approvals or authorizations have been obtained for any Licensed Product, (e) any rejection, withdrawal, expiration or other significant regulatory development for any Licensed Product, and (f) a description of activities performed by MPP relating to filing, obtaining, or maintaining regulatory approvals or authorizations in the Territory for the Licensed Product and/or Licensed Compound. The MPP and BMS agree to confer on a quarterly basis regarding such reports and also review development and filing status of Licensed Products.

### 9.2 Audit

(a) The MPP grants BMS the right, with reasonable notice, to:

(i) inspect and audit the performance of, and compliance with, this License Agreement and the Sublicense Agreements and applicable laws; and

(ii) inspect and audit all documents and other records relating to the performance of this License Agreement and the Sublicense Agreements.

(b) Subject to execution of a confidentiality agreement with MPP, BMS will nominate an independent Third Party auditor or consultant to exercise its rights set out in this Section 9.

(c) The MPP will cooperate with and provide all reasonable assistance to BMS its officers, employees, agents, advisors, representatives or contractors exercising their rights under this Section 9.

## 10 NON DISCLOSURE OF CONFIDENTIAL INFORMATION

### 10.1 Non disclosure

(a) Each Party agrees that, for so long as this License Agreement is in effect and for a period of ten (10) years thereafter, or for a period of fifteen (15) years from the Effective date, whichever is longer, a Party receiving Confidential Information of another Party (or that has received any such Confidential Information from such other Party prior to the Effective Date) will:

(i) maintain in confidence such Confidential Information using not less than the efforts such Party uses to maintain in confidence its own proprietary industrial information of similar kind and value;

(ii) not disclose such Confidential Information to any Third Party without the prior written consent of the relevant other Party, except for disclosure expressly permitted under this License Agreement; and

(iii) not use such Confidential Information for any purpose except those permitted by this License Agreement (it being understood that this Section (iii) will not create or imply any rights or licenses not expressly granted under Section 2 of this License Agreement).

(b) Exceptions

The obligations under Section 10.1(a) will not apply with respect to any portion of the Confidential Information that the receiving Party can show by written evidence:

(i) is publicly disclosed by the disclosing Party, either before or after it is disclosed to the receiving Party; or

(ii) was known to the receiving Party or any of its Affiliates, without any obligations to keep it confidential or any restriction on its use, prior to disclosure by the disclosing Party; or

(iii) is subsequently disclosed to the receiving Party or any of its Affiliates by a Third Party lawfully in the possession thereof and without any obligation to keep it confidential or any restriction on its use; or

(iv) is published by a Third Party or otherwise becomes publicly available, either before or after it is disclosed to the receiving Party; or

(v) has been independently developed by employees or contractors of the receiving Party or any of its Affiliates without the aid, application or use of Confidential Information of the disclosing Party.

### 10.2 Authorized disclosure

(a) The receiving Party may disclose Confidential Information belonging to another Party to the extent (and only to the extent) such disclosure is reasonably necessary in the following instances:

(i) regulatory filings;

(ii) prosecuting or defending litigation;

(iii) complying with applicable governmental laws and regulations (including the rules and regulations of the Securities and Exchange Commission or any

national securities exchange) and with judicial process, if in the reasonable opinion of the receiving Party's counsel, such disclosure is necessary for such compliance; and

(iv) disclosure, in connection with the performance of this License Agreement and solely on a "need-to-know basis", to Affiliates, potential collaborators (including potential co-marketing and co-promotion contractors), research collaborators, employees, consultants or agents, each of whom prior to disclosure must be bound by similar obligations of confidentiality and non-use at least equivalent in scope to those set forth in this Section 10; provided however that the receiving Party will remain responsible for any failure by any such Person who receives Confidential Information pursuant to this Section 10 to treat such Confidential Information as required under this Section 10.

(b) If and whenever any Confidential Information is disclosed in accordance with this Section 10.2, such disclosure will not cause any such information to cease to be Confidential Information except to the extent that such disclosure results in a public disclosure of such information (otherwise than by breach of this License Agreement). Where reasonably possible, the receiving Party will notify the disclosing Party's intent to make such disclosure pursuant to this Section 10.2 sufficiently prior to making such disclosure so as to allow the disclosing Party adequate time to take whatever action it may deem appropriate to protect the confidentiality of the information.

(c) The Parties agree that a copy of this Agreement as well as of each Sublicense Agreement may be publicly disclosed on MPP's website. Such disclosure will not constitute a breach of either Party's obligations under this Section 10.

## 11 INDEMNITY

### 11.1 MPP indemnity

The MPP will indemnify, defend and hold harmless BMS and its Affiliates, and its and their respective officers, directors, employees, agents, licensors and their respective successors, heirs and assigns and representatives, from and against any and all claims, threatened claims, damages, losses, suits, proceedings, liabilities, costs (including reasonable legal expenses, costs of litigation and reasonable attorney's fees) or judgments, whether for money or equitable relief, of any kind from a third party (**Losses and Claims**) arising out of or relating, directly or indirectly:

(a) any breach by the MPP of any of the provisions of this License Agreement;

(b) any negligence or willful misconduct by or on behalf of the MPP;

(c) any breach of a Sublicense Agreement by MPP or a Sublicensee;

(d) the MPP's (or its Affiliates and its Sublicensees') use and practice otherwise of the Licensed Patent Rights and Licensed Manufacturing Know-How, including claims and threatened claims based on;

(i) any product liability, bodily injury, risk of bodily injury, death or property damage;

(ii) infringement or misappropriation of Third Party patents, copyrights, trademarks or other intellectual property rights; or

(iii) the failure to comply with applicable laws related to the matters referred to in the foregoing with respect to the Licensed Compound and/or any Licensed Product.

except in any such case for Losses and Claims to the extent resulting from the gross negligence, recklessness or willful misconduct of BMS.

### 11.2 Insurance

The MPP will require the Sublicensees to purchase and maintain appropriate insurance in order to cover its potential liabilities under the Sublicense Agreements.

## 12 TERM AND TERMINATION

### 12.1 Term

This License Agreement will commence as of the Effective Date and, unless sooner terminated in accordance with the terms of this License Agreement or by mutual written consent, will expire upon the expiration of the last-to-expire of the Licensed Patent Rights.

### 12.2 Termination by any Party

Either Party will have the right to terminate this License Agreement, at its sole discretion, upon delivery of written notice to the other Party, upon the occurrence of any of the following:

(d) one of the other Parties becomes bankrupt, insolvent or cannot pay its debts when due;

(a) a material breach of this License Agreement by the other Party that is not cured within ninety (90) days after written notice of such breach is given.

### 12.3 Additional termination rights

(a) BMS has the right to terminate this License Agreement upon delivery of written notice to MPP upon the occurrence of any of the following:

(i) the failure of MPP to ensure a sufficient supply of the Licensed Products in the formulations and strengths listed in Schedule A to meet substantially the needs in the Territory, other than isolated, temporary shortages of less than 90 days if such shortage is not cured (other than by means of a reallocation of Licensed Products that has the effect of creating shortage elsewhere) with 90 days after written notice to MPP by BMS;

(ii) the failure of MPP to comply with BMS's reasonable requests under Sections 5(b) through (c) of this License Agreement;

(iii) any failure by the MPP of ensuring compliance with relevant OFAC regulations under Section 2.8 of this License Agreement;

(iv) if in the reasonable opinion of BMS, control (through ownership or otherwise) or MPP changes;

(b) either of BMS and MPP will have the right to terminate any Sublicense Agreement, upon delivery of written notice to the relevant Sublicensee(s) upon the occurrence of any of the following;

(i) the occurrence of any material safety issue that BMS reasonably believes makes it inadvisable to proceed or continue with the commercialization of the Licensed Product in the Territory;

(ii) without prejudice to Section 2.7(c), a cross-border diversion of the Licensed Compound and/or Licensed Products whereby any Sublicensee (directly or indirectly or through a Third Party, located in or out of the Territory) uses, offers for sale, sells, has sold Licensed Compound and/or Licensed Products for use in any country outside of the Territory;

(iii) any failure by the Sublicensees to comply with the quality requirements under Section 6.2 of this License Agreement;

(iv) the failure by the respective Sublicensee to file for registration all of the Licensed Products in the the Territory for all of the formulation and strengths listed in Schedule A within thirty (30) months of the Effective Date of each Sublicense Agreement Agreement;

(v) the occurrence of a direct or indirect change of control of Sublicensee that has not been consented to by BMS and MPP in writing; and/or

(vi) in the event of any serious or intentional violation of any laws and regulations or misappropriation of a Third Party's intellectual property rights by a Sublicensee anywhere in the world, which in BMS's and MPP's judgment, may reflect unfavorably on BMS, MPP, their reputation or the Licensed Products.

**12.4 Scope of termination**

Except as otherwise expressly provided in this License Agreement, any termination of this License Agreement pursuant to this Section 12 will be as to all Licensed Compounds and Licensed Products.

**12.5 Effect of termination**

(a) Upon termination of this License Agreement other than as a result of expiration pursuant to Section 12.1 of this License Agreement all rights and licenses granted to MPP under Section 2 will terminate, and all rights, licenses and cross-references will revert to BMS and MPP will cease all use of the Licensed Patent Rights and the Licensed Manufacturing Know-How; and

(b) the Sublicense Agreements will be automatically converted into licenses between BMS and the Sublicensees, provided that BMS reserves its rights to terminate the licenses so converted on the same ground as those having led to termination of this Agreement; and

(c) none of the Parties will be relieved of any obligation that accrued prior to the effective date of such termination. It is understood and agreed that either party will be entitled to specific performance as a remedy to enforce the provisions of this Section 12.5, in addition to any other remedy to which it may be entitled by applicable law; and

Termination of this License Agreement or a Sublicense Agreement by BMS will not preclude BMS from claiming damages from the MPP for any breach of this License Agreement or in relation to the event having given rise to the termination, or affect any other right or remedy available to BMS.

### 12.6 Survival

The following provisions will survive termination or expiration of this License Agreement, as well as any other provisions which by their nature are intended to survive termination or expiration: Section 1 (as applicable), Sections 7.3, 7.4, 10, 11, 12.6, 12.7, 13 and 14.

### 12.7 Termination cooperation

Upon the termination or expiration of this License Agreement, the Parties will cooperate with one another to provide for an orderly wind-down of the transactions contemplated in this License Agreement.

### 12.8 Bankruptcy

The Parties agree that in the event a Party becomes a debtor under Title 11 of the U.S. Code, this License Agreement will be deemed to be, for the purposes of Section 365(n) of such title, a license to rights to "intellectual property" as defined therein. Each Party as a licensee hereunder will have the rights and elections as specified in such Title 11. Any agreements supplemental to this License Agreement will be deemed to be "agreements supplementary to" this License Agreement for the purposes of Section 365(n) of such Title 11.

## 13 DISPUTE RESOLUTION

### 13.1 Resolution by senior executives

(a) Except as provided in Section 13.2(h), all disputes, controversies or claims between the Parties in connection with this License Agreement, its construction, or the rights, duties or liabilities of either Party under this License Agreement (a "**Dispute"**) must be resolved pursuant to the following resolution process in this Section 13.1 and the arbitration process in Section 13.2. The parties to any such Dispute may alter or amend these procedures by agreement in writing.

(b) To commence the resolution process, any Party may serve a notice on another Party identifying: (i) the nature of the Dispute; and (ii) the amount in Dispute.

(c) Once notice is received, the parties must first attempt in good faith to resolve such Dispute by negotiation and consultation between themselves.

(d) In the event that such Dispute is not resolved on an informal basis within 30 days after such notice is received, either Party may, by written notice to the other Party, refer the Dispute to BMS's General Manager HCV, Worldwide Commercialization and to the Executive Director of the MPP (together, the **Designated Officers**) for attempted resolution by good faith negotiation.

(e) If any such Dispute is not resolved by the Designated Officers within 30 days after the receipt of the notice referring such Dispute to the Designated Officers, then either Party may demand resolution of the Dispute by binding arbitration pursuant to Section 13.2.

### 13.2 Arbitration

Except as provided in Section 13.2(h), if any Dispute is not resolved in accordance with Section 13.1, then either Party may submit such Dispute for resolution through binding arbitration as follows:

(a) A Party may submit such Dispute to arbitration by notifying the other Party in writing and demanding arbitration of such Dispute in accordance with this Section 13.2. Any such Dispute will be finally resolved under the Rules of Arbitration of the International Chamber of Commerce (the **ICC**), except as provided herein.

(b) Within 30 days after receipt of such notice, the Parties will each designate in writing an arbitrator, and within thirty (30) days those arbitrators shall designate a third arbitrator to resolve the Dispute provided however that if the Parties cannot agree on an arbitrator within such thirty (30) day period, the arbitrator will be selected by the ICC. The arbitrators will be persons knowledgeable and experienced in the law concerning the subject matter of the dispute, and will not be a current or former Affiliate, employee, consultant, officer, director of either Party or a stockholder of either Party, or otherwise have any current or previous relationship with either Party or their respective Affiliates and will not be a resident or citizen of the Territory. The governing law of this License Agreement will govern any such proceedings. The language of the arbitration will be English.

(c) Within thirty (30) days after the designation of the third arbitrator, the arbitrators and the Parties will meet, and each Party will provide to the arbitrators a written summary of all disputed issues, such Party's position on such disputed issues and such Party's proposed ruling on the merits of each such issue.

(d) The arbitrators will set a date for a hearing, which will be no later than 30 days (or such longer period agreed in writing by the Parties) after the submission of written proposals pursuant to Section 13.2(b), for the presentation of evidence and legal argument concerning each of the issues identified by the Parties. The Parties will have the right to be represented by counsel. Except as provided in this License Agreement, the arbitration will be governed by the Rules of Arbitration of the ICC pursuant to Section 13.2(a) (the **Rules**).

(e) The arbitrators will each use his or her best efforts to rule on each disputed issue within 30 days (or such longer period agreed in writing by the Parties) after completion of the hearing described in Section 13.2(d). The determination of the arbitrator as to the resolution of any dispute will be binding and conclusive upon all Parties. All rulings of the arbitrator will be in writing and will be delivered to the Parties except to the extent the Rules provide otherwise. Nothing contained herein will be construed to permit the arbitrator to award punitive, exemplary or any similar damages.

(f) The attorney's fees of the Parties in any arbitration, fees of the arbitrator and costs and expenses of the arbitration will be borne by the Parties in a proportion determined by the arbitrator.

(g) The seat of any arbitration pursuant to this Section 13.2 will be conducted in Paris, France. The parties agree that any proceeding initiated to enter or confirm any arbitration award may be entered in and enforced by any court with competent jurisdiction, including a court sitting in New York City, New York. In this respect the Parties irrevocably and unconditionally consent to the exercise of personal jurisdiction by the courts in New York in such proceedings.

(h) The Parties acknowledge and agree that the breach by any Party of the provision of this License Agreement related to the protection of trade secrets or confidentiality would not be fully compensable by money damages and would result in irreparable harm to the other Party. Notwithstanding anything in this Section 13, each Party will have the right to seek injunctive or other equitable relief from a court of competent jurisdiction as may be necessary to avoid irreparable harm, maintain the status quo or preserve the subject matter of the arbitration, including any breach or threatened breach of Sections 10.1 and 12.5. The parties agree that any such request for injunctive or equitable relief may be brought in a court sitting in New York City, New York and the Parties irrevocably and unconditionally consent to the exercise of personal jurisdiction by the courts in New York in such proceedings.

## 14. MISCELLANEOUS

### 14.1 Agreement management

(a) On the Effective Date, each Party will appoint an individual as **Agreement Manager**. Each Party may update the identity of its Agreement Manager during the Term by notice in writing to the other Parties.

(b) The Agreement Managers of each Party will meet in person or discuss via teleconference at least once a quarter during the Term to discuss performance of each Party's obligations under this License Agreement and any other matters as notified by another Party in advance of such meeting.

### 14.2 Severability

If any one or more of the provisions of this License Agreement is held to be invalid or unenforceable, the provision will be considered severed from this License Agreement and will not serve to invalidate any remaining provisions of this License Agreement. The Parties will make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering this License Agreement may be realized.

### 14.3 Notices

14.1.1 Any notice required or permitted to be given under this License Agreement will be in writing and will be delivered by hand or overnight courier with tracking capabilities or mailed postage prepaid by first class, registered or certified mail addressed as set forth below unless changed by notice so given:

If to BMS:

Bristol-Myers Squibb Company
345 Park Avenue
New York, NY 10154
U.S.A.
Attention: General Counsel and Corporate Secretary

with a copy to:

Bristol Myers Squibb Company
777 Scudders Mill Road
Plainsboro, NJ 08536
U.S.A.
Attention: Vice President and Assistant General Counsel, Strategic Corporate Transactions

(ii) If to the MPP:

The Medicines Patent Pool Foundation
Chemin Louis-Dunant 17
Geneva 1202
Switzerland
Attention: General Counsel

14.1.2 Any such notice will be deemed delivered on the date received. A Party may add, delete, or change the person or address to whom notices should be sent at any time upon written notice delivered to the Party's notices in accordance with this Section 14.3.

**14.4 Force Majeure**

14.4.1 Neither Party will be liable for any failure to perform its obligations under this License Agreement (other than obligations to make payments of money) to the extent such performance has been delayed, interfered with or prevented by any event of Force Majeure.

14.4.2 As used in this License Agreement, **Force Majeure** means any circumstances whatsoever which are not within the reasonable control of the Party affected thereby, including an act of God, war, terrorism, insurrection, riot, strike or labor dispute, shortage of materials, fire, explosion, flood, government requisition or allocation, breakdown of damage to plant, equipment or facilities, interruption or delay in transportation, fuel supplies or electrical power, embargo, boycott, order or act of civil or military authority. The Party who declares an event of Force Majeure will give prompt notice to the other Parties of such declaration.

14.4.3 If the performance of any obligation has been delayed, interfered with or prevented by an event of Force Majeure, then the Party affected by such event will take such actions as are reasonably available to remove the event of Force Majeure or to mitigate the effect of such occurrence, except that labor disputes will be settled at the sole discretion of the Party affected thereby.

14.4.4 If an event of Force Majeure occurs, the obligations of the Parties under this License Agreement (other than the obligations to make payments of money) will be suspended during, but not longer than, the continuance of the event of Force Majeure.

**14.5 Assignment**

14.5.1 Neither Party may assign this License Agreement, except as specifically permitted by this Section 13.5.

14.5.2 BMS may, without the MPP's consent, assign or transfer any and all of its rights and obligations under this License Agreement to any Affiliate of BMS or to any Person (including a successor in interest or acquirer, in whole or in part, of the Licensed Product, Licensed Compound, Licensed Know How or Licensed Patents), provided that such Affiliate or Person shall assume all obligations under this License Agreement, including, without limitation, the grant of the license to the MPP pursuant to Section 2.1.

14.5.3 The MPP may not assign all or any part of its rights, or delegate all or any part of its obligations, under this License Agreement without BMS' prior written consent.

14.5.4 Any assignment or transfer in violation of the foregoing will be null and void and wholly invalid, the assignee or transferee in any such assignment or transfer will acquire no rights whatsoever, and the non-assigning non-transferring Party will not recognize, nor will it be required to recognize, such assignment or transfer.

14.5.5 Subject to the foregoing provisions of Section 15.5, this License Agreement will inure to the benefit of and be binding on the Parties' successors and assigns.

**14.6 Waiver and modifications**

The failure of any Party to insist on the performance of any obligation under this License Agreement will not be deemed to be a waiver of such obligation. Waiver of any breach of any

provision of this License Agreement will not be deemed to be a waiver of any other breach of such provision or any other provision on such occasion or any succeeding occasion. No waiver, modification, release or amendment of any obligation under or provision of this License Agreement will be valid or effective unless in writing and signed by all Parties.

**14.7 Choice of law**

This License Agreement will be governed, and will be construed in accordance with the laws of England, without regard to its conflicts of law provisions.

**14.8 Publicity**

The Parties agree that neither Party will issue a press release or public announcement concerning the transactions contemplated by this License Agreement without the advance written consent of the other Parties. If either Party intends to issue a press release, it will submit a draft of such proposed press release to the other Parties at least 5 Business Days prior to the date such Party intends to issue the release and will agree to consider the comments of the other Parties to the press release. After any initial press release or public announcement is made, however, each Party may disclose to third parties or make public statements, by press release or otherwise, regarding the existence of this License Agreement, the identity of the parties, and terms, conditions and subject matter previously disclosed about the License Agreement, provided such disclosures or statements are accurate and complete with respect to the subject matter thereof and the information disclosed therein.

**14.9 Relationship of the Parties**

Each Party is an independent contractor under this License Agreement. Nothing contained in this License Agreement is intended or is to be construed so as to constitute BMS and the MPP as partners, agent or joint ventures. None of the Parties will have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Parties or to bind the other Parties to any contract, agreement or undertaking with any Third Party.

**14.10 Headings**

Headings and captions are for convenience only and are not to be used in the interpretation of this License Agreement.

**14.11 Entire Agreement**

This License Agreement constitutes the entire agreement between the Parties as to the subject matter of this License Agreement, and supersedes and merges all prior negotiations, representations, agreements and understandings regarding the same.

**14.12 Counterparts**

This License Agreement may be executed in counterparts with the same effect as if both Parties had signed the same document. All such counterparts will be deemed an original, will be construed together and will constitute one and the same instrument.

**14.13 Ambiguities**

Each of the Parties acknowledges and agrees that this License Agreement has been diligently reviewed by and negotiated by and between them, that in such negotiations each of them has been represented by competent counsel and that the final agreement contained in this License Agreement, including the language whereby it has been expressed, represents the joint efforts of the Parties and their counsel. Accordingly, in interpreting this License Agreement or any provision hereof, no presumption will apply against any Party as being responsible for the

wording or drafting of this License Agreement or any such provision, and ambiguities, if any, in this License Agreement will not be construed against any Party irrespective of which Party may be deemed to have authored the ambiguous provisions.

**14.14 Business conduct and ethics**

BMS takes seriously its compliance and ethics responsibilities and seeks to do business only with third parties who share our high standards of ethical behavior. To that end, BMS has adopted Standards of Business Conduct and Ethics for Third Parties (**3P Standards**). BMS encourages the MPP and its Sublicensees to comply with the elements of the 3P Standards that apply to them. For your reference, the 3P Standards are available at http://www.bms.com/ourcompany/compliance_ethics/Pages/default.aspx.

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IN WITNESS WHEREOF the Parties have caused this License Agreement to be executed by their respective duly authorized officers.

For and on behalf of
**Bristol-Myers Squibb Company:**

Signature

Name: Amadou Diarra

Title: Head, Global Policy, Advocacy & Govt. Affairs

For and on behalf of
**The Medicines Patent Pool Foundation**

Signature

Name: Mr. Greg Perry

Title: Executive Director

## Schedule A Licensed Compound, presentations and strengths

**Licensed Compound**

**daclatasvir**

**Presentations and strengths**

30mg tablet
60 mg tablet

## Schedule B Licensed Patent Rights

The list below is accurate to the best of BMS knowledge as of the Effective Date. BMS shall update this list of the Licensed Patent Rights once a year on the request of the MPP.

**TITLE: HEPATITIS C VIRUS INHIBITORS**

| Country | Filing Number | Filing Date | Grant Number | Grant |
|---|---|---|---|---|
| India | 00853/DELNP/09 | 09 Aug 2007 | | |
| South Africa | 2009/00962 | 09 Aug 2007 | 2009/00962 | 24 Feb 2010 |

**TITLE: CRYSTALLINE FORM OF METHYL ((1S)-1-(((2S)-2-(5-(4'-(2-((2S)-1-((2S)-2-((METHOXYCARBONYL)AMINO)-3-METHYLBUTANOYL)-2-PYRROLIDINYL)-1H-IMIDAZOL-5-YL)-4-BIPHENYLYL)-1H-IMIDAZOL-2-YL)-1-PYRROLIDINYL)CARBONYL)-2-METHYLPROPYL)CARBAMATE DIHYDROCHLORIDE SALT**

| Country | Filing Number | Filing Date | Grant Number | Grant |
|---|---|---|---|---|
| India | 00806/DELNP/10 | 31 Jul 2008 | | |
| South Africa | 2010/0843 | 31 Jul 2008 | 2010/0843 | 28 Apr 2011 |

**TITLE: PROCESS FOR SYNTHESIZING COMPOUNDS USEFUL FOR TREATING HEPATITIS C**

| Country | Filing Number | Filing Date | Grant Number | Grant |
|---|---|---|---|---|
| India | 6806/DELNP/15 | 03 Aug 2015 | | |
| India | 00854/DELNP/10 | 31 Jul 2008 | | |

**TITLE: HEPATITIS C VIRUS INHIBITORS**

| Country | Filing Number | Filing Date | Grant Number | Grant |
|---|---|---|---|---|
| India | 3999/CHENP/2012 | 02 Nov 2010 | | |

**Schedule C Non-Territory Patent Rights**

The list below is accurate to the best of BMS knowledge as of the Effective Date. BMS has update this list of the Non-Territory Patent Rights once a year on the request of the MPP.

**TITLE: HEPATITIS C VIRUS INHIBITORS**

| Country | Filing Number | Filing Date | Grant Number | Grant |
|---|---|---|---|---|
| Argentina | P070103535 | 09 Aug 2007 | | |
| Australia | 2007286222 | 09 Aug 2007 | 2007286222 | 11 Oct 2012 |
| Austria | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Belgium | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Brazil | PI0716483.1 | 09 Aug 2007 | | |
| Bulgaria | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Canada | 2660520 | 09 Aug 2007 | 2660520 | 13 Jan 2015 |
| Chile | 2327/07 | 09 Aug 2007 | 49393 | 26 Jul 2013 |
| China | 201410607190.3 | 29 Oct 2014 | | |
| China | 200780037723.7 | 09 Aug 2007 | 200780037723.7 | 03 Dec 2014 |
| Colombia | 09013323 | 09 Aug 2007 | 615 | 08 Mar 2013 |
| Croatia | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Cyprus (Republic) | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Czech Republic | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Denmark | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Egypt | 174/2009 | 09 Aug 2007 | | |
| Estonia | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| European Procedure (Patents) | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| European Procedure (Patents) | 14168065.2 | 13 May 2014 | | |
| Finland | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| France | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Germany | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Greece | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Gulf Cooperation Council | 8874 | 11 Aug 2007 | | |
| Hong Kong | 09105119.6 | 08 Jun 2009 | 1126486 | 15 Aug 2014 |
| Hong Kong | 15102137.3 | 03 Mar 2015 | | |
| Hungary | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Iceland | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| International Procedure | PCT/US2007/075544 | 09 Aug 2007 | | |
| Ireland | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Israel | 196813 | 09 Aug 2007 | 196813 | 31 Jul 2013 |
| Italy | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Japan | 2013-064764 | 26 Mar 2013 | 5769749 | 03 Jul 2015 |
| Japan | 2015-105694 | 25 May 2015 | | |
| Japan | 2009-524736 | 09 Aug 2007 | 5235882 | 05 Apr 2013 |
| Latvia | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Lebanon | 7962 | 09 Aug 2007 | 7962 | 12 Aug 2008 |
| Lithuania | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Luxembourg | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Macao | | | | |
| Macao | J/001630 | 07 Jan 2015 | J/001630 | 04 Apr 2015 |

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|---|---|---|---|---|
| Malta | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Mexico | MX/A/09/001426 | 09 Aug 2007 | 287005 | 30 May 2011 |
| Monaco | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Netherlands | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| New Zealand | 574805 | 09 Aug 2007 | 574805 | 09 Jan 2012 |
| Norway | 20090447 | 09 Aug 2007 | | |
| Peru | 001068/2007-OIN | 09 Aug 2007 | 006425 | 26 Apr 2012 |
| Poland | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Portugal | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Romania | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Russian Federation | 200900298 | 09 Aug 2007 | 015756 | 30 Dec 2011 |
| Singapore | 200900936.6 | 09 Aug 2007 | 150106 | 15 Apr 2010 |
| Slovakia | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Slovenia | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| South Korea / Republic of Korea | 2014-7010437 | 18 Apr 2014 | 1475189 | 15 Dec 2014 |
| South Korea / Republic of Korea | 2009-7004970 | 09 Aug 2007 | 1450352 | 06 Oct 2014 |
| Spain | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Sweden | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Switzerland | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Taiwan | 96129384 | 09 Aug 2007 | I432426 | 01 Apr 2014 |
| Thailand | 0701003997 | 09 Aug 2007 | | |
| Turkey | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| United Kingdom | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| United States Of America | 13/650374 | 12 Oct 2012 | 8642025 | 04 Feb 2014 |
| United States Of America | 14/030199 | 18 Sep 2013 | 8900566 | 02 Dec 2014 |
| United States Of America | 14/488990 | 17 Sep 2014 | | |
| United States Of America | 14/934538 | 06 Nov 2015 | | |
| United States Of America | 11/835462 | 08 Aug 2007 | 8329159 | 11 Dec 2012 |
| Venezuela | 2007/1726 | 09 Aug 2007 | | |

**TITLE: CRYSTALLINE FORM OF METHYL ((1S)-1-(((2S)-2-(5-(4'-(2-((2S)-1-((2S)-2-((METHOXYCARBONYL)AMINO)-3-METHYLBUTANOYL)-2-PYRROLIDINYL)-1H-IMIDAZOL-5-YL)-4-BIPHENYLYL)-1H-IMIDAZOL-2-YL)-1-PYRROLIDINYL)CARBONYL)-2-METHYLPROPYL)CARBAMATE DIHYDROCHLORIDE SALT**

| Country | Filing Number | Filing Date | Grant Number | Grant |
|---|---|---|---|---|
| Argentina | P080103486 | 08 Aug 2008 | | |
| Australia | 2008284100 | 31 Jul 2008 | 2008284100 | 01 May 2014 |
| Brazil | PI0815142.3 | 31 Jul 2008 | | |
| Canada | 2695729 | 31 Jul 2008 | 2695729 | 31 Mar 2015 |
| Chile | 2354/08 | 08 Aug 2008 | 51056 | 18 Jun 2015 |
| China | 200880102478.8 | 31 Jul 2008 | 200880102478.8 | 13 Nov 2013 |
| Colombia | 10011972 | 31 Jul 2008 | | |
| Egypt | 177/2010 | 31 Jul 2008 | | |

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|---|---|---|---|---|
| Eurasian Procedure | 201000196 | 31 Jul 2008 | 018152 | 30 May 2013 |
| European Procedure (Patents) | 08796938.2 | 31 Jul 2008 | 2183244 | 23 Jan 2013 |
| France | 08796938.2 | 31 Jul 2008 | 2183244 | 23 Jan 2013 |
| Germany | 08796938.2 | 31 Jul 2008 | 602008021895.3 | 23 Jan 2013 |
| Gulf Cooperation Council | 11478 | 09 Aug 2008 | | |
| Hong Kong | 10110550.9 | 12 Nov 2010 | | |
| International Procedure | PCT/US2008/071734 | 31 Jul 2008 | | |
| Israel | 203684 | 31 Jul 2008 | 203684 | 01 Apr 2015 |
| Italy | 08796938.2 | 31 Jul 2008 | 2183244 | 23 Jan 2013 |
| Japan | 2010-520184 | 31 Jul 2008 | 5244179 | 12 Apr 2013 |
| Mexico | MX/a/2010/001368 | 31 Jul 2008 | 307552 | 27 Feb 2013 |
| New Zealand | 583148 | 31 Jul 2008 | 583148 | 08 Aug 2011 |
| Peru | 001326/2008-OIN | 08 Aug 2008 | 6534 | 18 Jul 2012 |
| Russian Federation | 201000196 | 31 Jul 2008 | 018152 | 30 May 2013 |
| Singapore | 201000835.7 | 31 Jul 2008 | 159059 | 15 Apr 2011 |
| South Korea / Republic of Korea | 2010-7002658 | 31 Jul 2008 | 1508022 | 26 Mar 2015 |
| Spain | 08796938.2 | 31 Jul 2008 | 2183244 | 23 Jan 2013 |
| Taiwan | 97130412 | 08 Aug 2008 | 359813 | 11 Mar 2012 |
| Thailand | 0801004156 | 08 Aug 2008 | | |
| United Kingdom | 08796938.2 | 31 Jul 2008 | 2183244 | 23 Jan 2013 |
| United States Of America | 12/175104 | 17 Jul 2008 | 8629171 | 14 Jan 2014 |
| Venezuela | 2008/1614 | 06 Aug 2008 | | |

**TITLE: PROCESS FOR SYNTHESIZING COMPOUNDS USEFUL FOR TREATING HEPATITIS C**

| Country | Filing Number | Filing Date | Grant Number | Grant |
|---|---|---|---|---|
| Argentina | P080103487 | 08 Aug 2008 | | |
| Australia | 2008284097 | 31 Jul 2008 | 2008284097 | 26 Apr 2013 |
| Austria | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Belgium | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Brazil | PI0815611.5 | 31 Jul 2008 | | |
| Bulgaria | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Canada | 2695711 | 31 Jul 2008 | 2695711 | 09 Sep 2014 |
| China | 200880102448.7 | 31 Jul 2008 | 200880102448.7 | 22 Jul 2015 |
| Colombia | 10-009492 | 31 Jul 2008 | 4039 | 28 Jan 2013 |
| Croatia | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Cyprus (Republic) | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Czech Republic | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Denmark | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Estonia | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Eurasian Procedure | 201000300 | 31 Jul 2008 | 017173 | 30 Oct 2012 |
| European Procedure (Patents) | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Finland | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| France | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Germany | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Greece | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Gulf Cooperation Council | 11477 | 09 Aug 2008 | | |
| Hong Kong | 10104430.8 | 06 May 2010 | | |

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|---|---|---|---|---|
| Hungary | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Iceland | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| International Procedure | PCT/US2008/071696 | 31 Jul 2008 | | |
| Ireland | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Israel | 203685 | 31 Jul 2008 | 203685 | 31 Jul 2015 |
| Italy | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Japan | 2013-149167 | 18 Jul 2013 | | |
| Japan | 2010-520174 | 31 Jul 2008 | 5324574 | 26 Jul 2013 |
| Latvia | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Lithuania | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Luxembourg | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Macao | J/001875(975) | 15 Sep 2015 | | |
| Malta | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Mexico | MX/A/10/001415 | 31 Jul 2008 | 290356 | 22 Sep 2011 |
| Monaco | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Netherlands | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Norway | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Poland | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Portugal | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Romania | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Russian Federation | 201000300 | 31 Jul 2008 | 017173 | 30 Oct 2012 |
| Slovakia | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Slovenia | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| South Korea / Republic of Korea | 2010-7002660 | 31 Jul 2008 | 1528542 | 08 Jun 2015 |
| Spain | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Sweden | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Switzerland | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Taiwan | 97130362 | 08 Aug 2008 | I423963 | 21 Jan 2014 |
| Turkey | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| United Kingdom | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| United States Of America | 12/174860 | 17 Jul 2008 | 7728027 | 01 Jun 2010 |

**TITLE: HEPATITIS C VIRUS INHIBITORS**

| Country | Filing Number | Filing Date | Grant Number | Grant |
|---|---|---|---|---|
| Argentina | P100104176 | 10 Nov 2010 | | |
| Australia | 2010319764 | 02 Nov 2010 | | |
| Brazil | 112012011134.5 | 02 Nov 2010 | | |
| Canada | 2780790 | 02 Nov 2010 | | |
| China | 201080061158.X | 02 Nov 2010 | | |
| Colombia | 12075545 | 02 Nov 2010 | 5836 | 01 Dec 2014 |
| Eurasian Procedure | 201270616 | 02 Nov 2010 | 021194 | 30 Apr 2015 |
| European Procedure (Patents) | 10774103.5 | 02 Nov 2010 | | |
| Hong Kong | 12109225.4 | 20 Sep 2012 | | |
| International Procedure | PCT/US2010/055045 | 02 Nov 2010 | | |
| Israel | 219517 | 02 Nov 2010 | | |
| Japan | 2014-246170 | 04 Dec 2014 | | |
| Japan | 2012-538854 | 02 Nov 2010 | | |
| Macao | | | | |
| Mexico | MX/a/13/011736 | 08 Oct 2013 | | |
| Mexico | MX/A/12/005246 | 02 Nov 2010 | 326534 | 19 Dec 2014 |

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|---|---|---|---|---|
| Russian Federation | 201270616 | 02 Nov 2010 | 021194 | 30 Apr 2015 |
| South Korea / Republic of Korea | 2012-7014893 | 02 Nov 2010 | | |
| Taiwan | 104116886 | 26 May 2015 | | |
| Taiwan | 099138750 | 10 Nov 2010 | I501957 | 01 Oct 2015 |
| United States Of America | 13/956928 | 01 Aug 2013 | 9006455 | 14 Apr 2015 |

**Schedule D Territory**

Afghanistan
Algeria
Angola
Azerbaijan
Bangladesh
Belize
Benin
Bhutan
Bolivia
Botswana
Burkina Faso
Burundi
Cambodia
Cameroon
Cape Verde
Central African Republic
Chad
Comoros
Congo, Democratic Republic
Congo, Republic
Cook Islands
Costa Rica
Cote d'Ivoire
Cuba
Djibouti
Dominica
Dominican Republic
Ecuador
El Salvador
Equatorial Guinea
Eritrea
Ethiopia
Fiji
Gabon
Gambia, The
Georgia
Ghana
Grenada
Guatemala
Guinea
Guinea-Bissau
Guyana
Haiti
Honduras
India
Indonesia
Iraq
Jamaica
Kenya
Kiribati
Korea, Dem. Rep.
Laos
Lesotho
Liberia
Libya
Madagascar
Malawi
Maldives
Mali
Marshall Islands
Mauritania
Mauritius
Micronesia
Mongolia
Morocco
Mozambique
Myanmar
Namibia
Nauru
Nepal
Nicaragua
Niger
Nigeria
Niue
Pacific Islands (Palau)
Pakistan
Panama
Papua New Guinea
Paraguay
Philippines
Rwanda
Samoa
Sao Tome and Principe
Senegal
Seychelles
Sierra Leone
Solomon Islands
Somalia
South Africa
South Sudan
Sri Lanka
St Lucia
St Vincent and the Grenadines
Sudan
Suriname
Swaziland
Syria
Timor-Leste
Togo
Tonga
Tunisia
Turkmenistan
Tuvalu
Uganda
United Republic of Tanzania
Uzbekistan
Vanuatu
Vietnam
West Bank
Yemen
Zambia
Zimbabwe

**Schedule E Product Trademark**

(see attached list)

| COUNTRY | TRADEMARK | STATUS | APPLICATION NO. | FILING DATE | REGISTRATION NO. | REGISTRATION DATE |
|---|---|---|---|---|---|---|
| | | | | | | |
| Algeria | DAKLINZA | Pending | DZ/T/2014/003836 | 26-Oct-2014 | | |
| Argentina | DAKLINZA | Registered | 3253303 | 11-Jun-2013 | 2668159 | 14-Aug-2014 |
| Australia | DAKLINZA | Registered | 1561750 | 07-Jun-2013 | 1561750 | 07-Jun-2013 |
| Bahrain | DAKLINZA | Pending | 107406 | 14-Jan-2015 | | |
| Brazil | DAKLINZA | Pending | 840555520 | 21-Jun-2013 | | |
| Canada | DAKLINZA | Published | 1634529 | 09-Jul-2013 | | |
| Chile | DAKLINZA | Pending | 1091571 | 22-Jan-2014 | | |
| China (People's Republic) | DAKLINZA | Registered | 12741664 | 13-Jun-2013 | 12741664 | 27-Oct-2014 |
| Colombia | DAKLINZA | Registered | 14012270 | 22-Jan-2014 | 499868 | 26-Aug-2014 |
| Egypt | DAKLINZA | Published | 305083 | 16-Jul-2014 | | |
| European Community | DAKLINZA | Registered | 011884806 | 10-Jun-2013 | 011884806 | 06-Nov-2013 |
| Hong Kong | DAKLINZA | Registered | 303028725 | 11-Jun-2014 | 303028725 | 11-Jun-2014 |
| Iceland | DAKLINZA | Registered | 1508/2014 | 10-Jun-2014 | 606/2014 | 01-Sep-2014 |
| India | DAKLINZA | Pending | 2545458 | 07-Jun-2013 | | |
| Indonesia | DAKLINZA | Pending | D002014043901 | 26-Sep-2014 | | |
| Israel | DAKLINZA | Pending | 262368 | 26-Jan-2014 | | |
| Japan | DAKLINZA | Registered | 2013-044073 | 10-Jun-2013 | 5627155 | 01-Nov-2013 |
| Jordan | DAKLINZA | Published | 137729 | 09-Nov-2014 | | |
| Korea, Republic of | DAKLINZA | Registered | 40-2013-38722 | 12-Jun-2013 | 40-1038371 | 20-May-2014 |
| Kuwait | DAKLINZA | Pending | 161191 | 21-Dec-2014 | | |
| Lebanon | DAKLINZA | Registered | 160941 | 30-Oct-2014 | 160941 | 30-Oct-2014 |
| Macau | DAKLINZA | Registered | N/091923 | 23-Oct-2014 | N/091923 | 12-Nov-2015 |
| Malaysia | DAKLINZA | Pending | 2014064550 | 26-Sep-2014 | | |
| Mexico | DAKLINZA | Registered | 1382003 | 11-Jun-2013 | 1390474 | 15-Aug-2013 |

| COUNTRY | TRADEMARK | STATUS | APPLICATION NO. | FILING DATE | REGISTRATION NO. | REGISTRATION DATE |
|---|---|---|---|---|---|---|
| Morocco | DAKLINZA | Registered | 163413 | 19-Nov-2014 | 163413 | 19-Nov-2014 |
| New Zealand | DAKLINZA | Registered | 1007511 | 23-Oct-2014 | 1007511 | 25-Apr-2015 |
| Norway | DAKLINZA | Registered | 201306918 | 10-Jun-2013 | 272354 | 23-Sep-2013 |
| Oman | DAKLINZA | Published | 91925 | 23-Dec-2014 | | |
| Peru | DAKLINZA | Registered | 582048 | 14-Jul-2014 | 215694 | 17-Sep-2014 |
| Philippines | DAKLINZA | Pending | 4-2014-011826 | 22-Sep-2014 | | |
| Qatar | DAKLINZA | Pending | 93805 | 21-Dec-2014 | | |
| Russian Federation | DAKLINZA | Registered | 2013719399 | 10-Jun-2013 | 527642 | 25-Nov-2014 |
| Saudi Arabia | DAKLINZA | Published | 1436008323 | 08-Feb-2015 | | |
| Singapore | DAKLINZA | Registered | T1417207E | 27-Oct-2014 | T1417207E | 13-Apr-2015 |
| Switzerland | DAKLINZA | Registered | 56858/2013 | 07-Jun-2013 | 648814 | 20-Sep-2013 |
| Taiwan | DAKLINZA | Registered | 102031185 | 14-Jun-2013 | 1614346 | 16-Dec-2013 |
| Thailand | DAKLINZA | Pending | 961609 | 07-Nov-2014 | | |
| Tunisia | DAKLINZA | Pending | TN/E/2014/01054 | 05-Nov-2015 | | |
| Turkey | DAKLINZA | Pending | 2013/54821 | 19-Jun-2013 | | |
| United Arab Emirates | DAKLINZA | Pending | 227552 | 22-Feb-2015 | | |
| United States of America | DAKLINZA | Allowed | 85871477 | 08-Mar-2013 | | |
| Venezuela | DAKLINZA | Published | 2014/001046 | 29-Jan-2014 | | |
| Vietnam | DAKLINZA | Pending | 4-2014-24214 | 09-Oct-2014 | | |
| China (People's Republic) | DAKLINZA & BOX DESIGN   | Pending | 15941289 | 16-Dec-2014 | | |

| COUNTRY | TRADEMARK | STATUS | APPLICATION NO. | FILING DATE | REGISTRATION NO. | REGISTRATION DATE |
|---|---|---|---|---|---|---|
| Argentina | DAKLINZA BOX DESIGN  | Registered | 3305983 | 30-Jan-2014 | 2711123 | 18-Feb-2015 |
| Australia | DAKLINZA BOX DESIGN  | Registered | 1602893 | 28-Jan-2014 | 1602893 | 28-Jan-2014 |
| Brazil | DAKLINZA BOX DESIGN  | Pending | 840779372 | 29-Jan-2014 | | |
| Canada | DAKLINZA BOX DESIGN  | Pending | 1661411 | 28-Jan-2014 | | |

| COUNTRY | TRADEMARK | STATUS | APPLICATION NO. | FILING DATE | REGISTRATION NO. | REGISTRATION DATE |
|---|---|---|---|---|---|---|
| Chile | DAKLINZA BOX DESIGN  | Registered | 1092778 | 28-Jan-2014 | 1154961 | 09-Feb-2015 |
| China (People's Republic) | DAKLINZA BOX DESIGN  | Pending | 13993758 | 28-Jan-2014 | | |
| Colombia | DAKLINZA BOX DESIGN  | Registered | 14018370 | 29-Jan-2014 | 500177 | 28-Aug-2014 |
| Egypt | DAKLINZA BOX DESIGN  | Pending | 322667 | 03-Sep-2015 | | |

| COUNTRY | TRADEMARK | STATUS | APPLICATION NO. | FILING DATE | REGISTRATION NO. | REGISTRATION DATE |
|---|---|---|---|---|---|---|
| European Community | DAKLINZA BOX DESIGN  | Pending | 012541876 | 28-Jan-2014 | | |
| Hong Kong | DAKLINZA BOX DESIGN  | Pending | 303526713 | 04-Sep-2015 | | |
| Iceland | DAKLINZA BOX DESIGN  | Registered | 2228/2014 | 20-Aug-2014 | 810/2014 | 03-Nov-2014 |
| India | DAKLINZA BOX DESIGN  | Published | 2667865 | 28-Jan-2014 | | |

| COUNTRY | TRADEMARK | STATUS | APPLICATION NO. | FILING DATE | REGISTRATION NO. | REGISTRATION DATE |
|---|---|---|---|---|---|---|
| Israel | DAKLINZA BOX DESIGN  | Pending | 262414 | 28-Jan-2014 | | |
| Japan | DAKLINZA BOX DESIGN  | Registered | 2014-006043 | 29-Jan-2014 | 5683731 | 04-Jul-2014 |
| Korea, Republic of | DAKLINZA BOX DESIGN  | Registered | 40-2014-6528 | 28-Jan-2014 | 40-1070345 | 17-Nov-2014 |
| Mexico | DAKLINZA BOX DESIGN  | Registered | 1452162 | 29-Jan-2014 | 1453519 | 08-May-2014 |

| COUNTRY | TRADEMARK | STATUS | APPLICATION NO. | FILING DATE | REGISTRATION NO. | REGISTRATION DATE |
|---|---|---|---|---|---|---|
| New Zealand | DAKLINZA BOX DESIGN  | Published | 1026937 | 03-Sep-2015 | | |
| Norway | DAKLINZA BOX DESIGN  | Registered | 201401000 | 28-Jan-2014 | 275693 | 28-Jan-2014 |
| Peru | DAKLINZA BOX DESIGN  | Published | 632206-2015 | 03-Sep-2015 | | |
| Russian Federation | DAKLINZA BOX DESIGN  | Pending | 2014702413 | 29-Jan-2014 | | |

| COUNTRY | TRADEMARK | STATUS | APPLICATION NO. | FILING DATE | REGISTRATION NO. | REGISTRATION DATE |
|---|---|---|---|---|---|---|
| Singapore | DAKLINZA BOX DESIGN  | Pending | 40201516138V | 16-Sep-2015 | | |
| Switzerland | DAKLINZA BOX DESIGN  | Registered | 51053/2014 | 28-Jan-2014 | 658581 | 14-May-2014 |
| Taiwan | DAKLINZA BOX DESIGN  | Registered | 103005624 | 28-Jan-2014 | 1659182 | 16-Aug-2014 |
| Turkey | DAKLINZA BOX DESIGN  | Registered | 2014/07724 | 30-Jan-2014 | 2014/07724 | 19-Dec-2014 |

| COUNTRY | TRADEMARK | STATUS | APPLICATION NO. | FILING DATE | REGISTRATION NO. | REGISTRATION DATE |
|---|---|---|---|---|---|---|
| United States of America | DAKLINZA BOX DESIGN  | Registered | 86028244 | 04-Aug-2013 | 4846517 | 03-Nov-2015 |
| Venezuela | DAKLINZA BOX DESIGN  | Pending | 2014/001203 | 30-Jan-2014 | | |
| China (People's Republic) | DAKLINZA in Chinese Characters (Bai Li Ze) 百立泽 | Published | 15367419 | 18-Sep-2014 | | |
| China (People's Republic) | DAKLINZA in Chinese Characters (Da Wei An) 达维安 | Pending | 15235746 | 27-Aug-2014 | | |
| China (People's Republic) | DAKLINZA in Chinese Characters (Da Wei An) (simsun font) 达维安 | Pending | 16303414 | 04-Feb-2015 | | |

| COUNTRY | TRADEMARK | STATUS | APPLICATION NO. | FILING DATE | REGISTRATION NO. | REGISTRATION DATE |
|---|---|---|---|---|---|---|
| China (People's Republic) | DAKLINZA in Chinese characters (Dai Li An)<br>戴立安 | Pending | 15460952 | 08-Oct-2014 | | |
| China (People's Republic) | DAKLINZA in Chinese characters (De Er Lin)<br>德尔林 | Published | 15460951 | 08-Oct-2014 | | |
| China (People's Republic) | DAKLINZA in Chinese Characters (Shi Lian Ze)<br>施联泽 | Published | 15367418 | 18-Sep-2014 | | |
| Hong Kong | DAKLINZA in chinese characters (Tan Ke Gan)<br>坦克干 | Registered | 303028734 | 11-Jun-2014 | 303028734 | 11-Jun-2014 |
| Taiwan | DAKLINZA in Chinese Characters (TAN KE GAN)<br>坦克干 | Published | 103030942 | 03-Jun-2014 | | |

| COUNTRY | TRADEMARK | STATUS | APPLICATION NO. | FILING DATE | REGISTRATION NO. | REGISTRATION DATE |
|---|---|---|---|---|---|---|
| China (People's Republic) | DAKLINZA in chinese characters (Tan Ke Sha)<br>坦克鲨 | Published | 14511915 | 05-May-2014 | | |
| Russian Federation | DAKLINZA in Cyrillic<br>ДАКЛИНЗА | Registered | 2014700744 | 15-Jan-2014 | 545042 | 03-Jun-2015 |
| Israel | DAKLINZA in Hebrew<br>דקלינזה | Pending | 266652 | 15-Jul-2014 | | |
| Japan | DAKLINZA in Katakana (dakurainza)<br>ダクラインザ | Registered | 2013-057205 | 23-Jul-2013 | 5641370 | 10-Jan-2014 |
| Japan | DAKLINZA in Katakana (Dakuruinza)<br>ダクルインザ | Registered | 2013-057204 | 23-Jul-2013 | 5641369 | 10-Jan-2014 |

**Schedule F Technical Transfer Package**

(see attached list)

**Schedule G**
**FORM SUBLICENSE AGREEMENT**

**SUBLICENSE AND TECHNOLOGY TRANSFER AGREEMENT**

This sublicense and technology transfer agreement (this **Sublicense Agreement**) is made and entered into on _____ (**Effective Date**) by and between:

(1) **Bristol-Myers Squibb Company**, a Delaware corporation, with offices at 345 Park Avenue, New York, New York, U.S.A. (**BMS**);

(2) **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 Varembé 7, Geneva 1202, Switzerland (**MPP**); and

(3) _____, a company organized under the laws of _____,with its registered office at _____ (the **Sublicensee**).

Each of BMS, MPP and the Sublicensee is referred to in this Sublicense Agreement as a **Party**. BMS, MPP and the Sublicensee are collectively referred to in this Sublicense Agreement as the **Parties**.

**Preliminary Statements**

The Parties recognize that the chronic Hepatitis C Virus (HCV) constitutes a serious health crisis and are entering into this Sublicense Agreement as part of a humanitarian endeavor with the aim of increasing effective access to, and the use of the Licensed Compound (as defined below), in the Territory (as defined below). In keeping with the purpose of this Sublicense Agreement, the Sublicensee understands and acknowledges that the Licensed Compound and Licensed Products (both as defined below) are to be made only for use in, and for the benefit of patients in, the Territory on the terms set out in this Sublicense Agreement. In the spirit of this License Agreement, the Sublicensee will make every effort to ensure that adequate quantities of the Licensed Compound and of all formulations and strengths of the Licensed Products are made available to meet the needs of patients in the Territory. In addition, it is the spirit and purpose of this Sublicense Agreement to enable low-cost, affordable therapies in the face of HCV, and it is expected that the Sublicensee will make every effort to ensure low-cost and affordable access to the Licensed Compound and Licensed Products in the Territory.

**Whereas**

(A) MPP is a non-profit organization with a mission to improve the health of people living in the developing world by increasing access to quality, safe, efficacious and affordable HIV, HCV and tuberculosis medicines by facilitating access to intellectual property on these medicines.

(B) BMS Controls (as defined below) the Licensed Patents Rights and Licensed Manufacturing Know-How (both as defined below) with respect to the Licensed Compound and the Licensed Products with respect to the Territory.

(C) On November 20, 2015 BMS and MPP have entered into a license and technology transfer agreement (the **License Agreement**) whereby BMS has granted to MPP a license on the Licensed Patent Rights and Licensed Manufacturing Know-How, solely to allow MPP to grant sublicenses to various manufacturers of pharmaceuticals products that would be interested in obtaining such a sublicense, in order to promote access to the Licensed Products in the Territory.

(D) The Sublicensee desires to obtain a sublicense from MPP on these patent and know-how rights as set out in this Sublicense Agreement and MPP desires to grant such sublicense to the Sublicensee, in order to promote access to the Licensed Products in the Territory;

(E) The Parties desire to provide for certain technology transfer arrangements to assist with the transfer to Sublicensees (as defined below) of the Licensed Manufacturing Know-How (as defined below) related to the Licensed Compound and the Licensed Products.

**Now, therefore**, in consideration of the foregoing and the mutual agreements set out in this Sublicense Agreement, the Parties agree as follows.

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

For the purposes of this Sublicense Agreement, the following definitions shall apply:

**Affiliate** of a Person means any Person which, directly or indirectly, is controlled by, controls or is under common control with such Person. For the purposes of this definition, the term **control** as used with respect to a Person shall mean the possession, directly or indirectly, of the power to direct, or cause the direction of, the management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

**BMS Sole Inventions** has the meaning given in Section 8.1(a).

**Business Day** means a day other than Saturday, Sunday or any day on which commercial banks located in New York, New York, U.S.A. are authorized or obligated by law to close.

**Combination Product** means a formulated and finished pharmaceutical product containing the Licensed Compound or the Licensed Products in combination with any other active pharmaceutical ingredient, including any co-formulation, co-packaged product, bundled product or other type of combination product.

**Commercialization** or **Commercialize** means activities directed at obtaining pricing and reimbursement approvals, marketing, promoting, distributing, importing or selling a Licensed Product.

**Confidential Information** means all trade secrets, processes, formulae, data, know-how, improvements, inventions, chemical or biological materials, techniques, marketing plans, strategies, customer lists, or other information that has been created, discovered, or developed by a Party or any of its Affiliates, or has otherwise become known to a Party or any of its Affiliates, as well as any other information and materials that are deemed confidential or proprietary to or by a Party or any of its Affiliates (including all information and materials of a Party's (or its Affiliates') customers and any other Third Party and their consultants), regardless of whether any of the foregoing are marked "confidential" or "proprietary" or communicated to the other by the disclosing Party in oral, written, graphic or electronic form. Confidential Information will include the Licensed Manufacturing Know-How.

**Controlled** or **Controls**, when used in relation to intellectual property, will mean the legal authority or right of a Party (or any of its Affiliates) to grant a license or sublicense of intellectual property rights to another Party, or to otherwise disclose proprietary or trade secret information to such other Party, without breaching the terms of any agreement with a Third Party, infringing upon the intellectual property rights of a Third Party, or misappropriating the proprietary or trade secret information of a Third Party.

**Development** and **Develop** means non-clinical and clinical drug development activities reasonably related to the development and submission of information to a Regulatory Authority, including toxicology, pharmacology and other discovery efforts, test method development and stability testing, process development, formulation development, delivery system development, quality assurance and quality control development, statistical analysis, clinical studies (including pre- and post-approval studies and specifically excluding regulatory activities directed to obtaining pricing and reimbursement approvals).

**Effective Date** has the meaning set forth in the preamble hereto.

**Field** means with respect to the Licensed Compound and/or Licensed Product use that is consistent with the label approved by the U. S. Food and Drug Administration or the applicable foreign Regulatory Authority in the country of sale within the Territory for use of such Licensed Compound or Licensed Product, including the use of the Licensed Product for treatment of HCV.

**HCV** has the meaning set forth in the preamble hereto.

**Licensed Compound** means the compound listed in Schedule A.

**Licensed Manufacturing Know-How** means all technical information and know-how known to or Controlled by BMS or its Affiliates as of the Effective Date (including all manufacturing data, the percentages and specifications of ingredients, the manufacturing process, specifications, assays, quality control and testing procedures) that is identified by BMS, in its good faith judgment, as primarily and directly relating to, and reasonably necessary for, the making of the Licensed Products in the same manner that such Licensed Compounds and/or Licensed Products have been made by or for BMS prior to the Effective Date.

**Licensed Patent Rights** means:

(a) the patents and patent applications of BMS in the Territory related to the Licensed Compound or Licensed Product, including those listed on Schedule B;

(b) any continuation, continuation-in-part (but only to the extent that such application includes new data in support of claims previously submitted in a prior originally filed application), divisional, and continued-prosecution applications of any patent applications included in paragraph (a);

(c) any patents issuing from any patent applications included in the paragraphs (a) and (b),

in each case, including any renewals, extensions, patents of addition, supplementary protection certificates, revivals, re-examinations, and reissues thereof.

**Licensed Products** means any human pharmaceutical products produced under license from MPP and/or BMS in the Field and containing the Licensed Compound as one of its active ingredients (or as its sole active ingredient), in finished form or in such other forms, presentations, doses and formulations.

**Non-Territory Patent Rights** means:

(a) the patents and patent applications of BMS outside of the Territory related to the Licensed Compound and Licensed Product, including those listed on Schedule C;

(b) any continuation, continuation-in-part (but only to the extent that such application includes new data in support of claims previously submitted in a prior originally filed application), divisional, and continued-prosecution applications of any patent applications included in paragraph (a);

(c) any patents issuing from any patent applications included in the paragraphs (a) and (b),

in each case, including any renewals, extensions, patents of addition, supplementary protection certificates, revivals, re-examinations, and reissues thereof.

**Person** means any individual, firm, corporation, partnership, limited liability company, trust, business trust, joint venture, governmental authority, association or other entity or other form of business organization.

**Product Trademark** means the trademark set out in Schedule E.

**Regulatory Authority** means any national or supranational governmental authority that has responsibility in the Territory over the Development and/or Commercialization of the Licensed Compound and Licensed Products.

**Sanctions** shall have the meaning given in the definition of "Sanctions Target".

**Sanctions Authorities** shall have the meaning given in the definition of "Sanctions Target".

**Sanctions Target** shall mean an individual or entity that is, or is owned or controlled by one or more individuals or entities that are: (i) the target of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of State, the European Union or its Member States or another sanctions authority with jurisdiction over any Party (together, the Sanctions Authorities) (collectively Sanctions); or (ii) located, organized or resident in a country or territory that is the target of country-wide or territory-wide Sanctions or (iii) listed on OFAC's Consolidated Sanctions List or any equivalent list of parties designated by the European Union.

**Sublicense Agreement** means this agreement, together will all attached Schedules, as the same may be amended or supplemented from time to time.

**Sublicensee Sole Inventions** has the meaning given in Section 8.1(b)

**Technical Transfer Package** has the meaning given to in Section 3.2.

**Territory** means the countries listed in Schedule D and such other or different countries as the Parties may agree in writing.

**Third Party** means any Person other than MPP, BMS, the Sublicensee and their respective Affiliates.

### 1.2 Interpretation

In this Sublicense Agreement:

(a) Section headings are for convenience only and are not intended to affect the interpretation of this Sublicense Agreement;

(b) where any word or phrase has a defined meaning, any other form of that word or phrase has a corresponding meaning;

(c) words in the singular include the plural and vice versa;

(d) any reference to "includes" or "including" are to be construed as indicative and non-exhaustive lists;

(e) unless otherwise specified or prevented by applicable laws, reference to "writing" includes faxes, email, letters, digital signatures or certificates or any other legible form of writing;

(f) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and

(g) except to the extent expressly specified to the contrary, in the event of any inconsistency between any clause, any attachment or other document incorporated by reference, the clauses override the attachments, and the attachments override any other incorporated documents incorporated by reference, to the extent of any inconsistency.

## 2. LICENSE GRANT

### 2.1 Licensed Patent Rights and Licensed Manufacturing Know-How

(a) Upon the terms and subject to the conditions set out in this Sublicense Agreement, MPP hereby grants to the Sublicensee, and the Sublicensee hereby accepts, a non-exclusive, non-sublicenseable, royalty-free, non-transferable license under the Licensed Patent Rights and the Licensed Manufacturing Know-How to make, or have made, use, offer for sale, sell, have sold, export or import the Licensed Compound and Licensed Products anywhere in the world exclusively for ultimate use in the Field in the Territory.

(b) The Sublicensee will not have any right to practice the license granted under this Section 2.1 or otherwise exploit the Licensed Patent Rights and Licensed Manufacturing Know-How for any other purpose.

### 2.2 Term of license grant

The license granted to the Sublicensee in Section 2.1 with respect to Licensed Patent Rights will expire upon the expiration of the last-to-expire of the Licensed Patent Rights that are granted and in force in that particular country, unless where terminated earlier in accordance with Section 12. Following the expiration of such licenses in the Territory, the licenses granted in Section 2.1 with respect to Licensed Manufacturing Know-How will be fully paid-up and perpetual.

### 2.3 Relationship with the License Agreement

(a) The Sublicensee acknowledges and agrees that this Sublicense Agreement is subject to and subordinate to the License Agreement.

(b) The Sublicensee hereby confirms that it has reviewed the terms and conditions of the License Agreement and agree to not perform any acts or omissions that would place MPP in breach of the License Agreement.

(c) Under this Sublicense Agreement, the Sublicensee is entitled to make, have made, offer for sale, sell, have sold, export or import the Licensed Compound, whether inside or outside of the Territory, solely for the manufacture of Licensed Products exclusively for use in the Field in the Territory.

(d) Under this Sublicense Agreement, the Sublicensee is entitled to offer for sale, sell, have sold the Licensed Products to customers outside of the Territory solely to the extent that such Licensed Products will be exclusively used in the Field in the Territory.

(e) In the event that BMS or MPP becomes aware of any act or omission of a Sublicensee which constitutes a breach of this Sublicense Agreement, MPP will:

(i) if the breach is capable of correction and does not give rise to an immediate right of termination under this Sublicense Agreement, direct the Sublicensee in

writing to cure the breach within 90 days of MPP's notice, with a copy of that writing to BMS; and

(ii) if the breach remains uncured at the end of the specified period, or if there are otherwise grounds for termination under the Sublicense Agreement, and in each case if so requested by BMS, procure the termination of the relevant Sublicense Agreement in accordance with its terms.

(f) Nothing in this Sublicense Agreement will prohibit the Sublicensee from manufacturing and selling the Licensed Compound and Licensed Products in combination with other active pharmaceutical ingredients in the Territory, provided in each case that:

(i) the Sublicensee has the legal right to manufacture and sell such other active pharmaceutical ingredients in the applicable country within the Territory;

(ii) such manufacture and sale is in accordance with the licenses granted in this Sublicense Agreement; and

(iii) BMS and MPP do not provide the Sublicensee with any representations, warranties or other assurances about Combination Products that include the Licensed Compound or the Licensed Products, including with respect to patents owned by third parties.

**2.4 No trademark license**

(a) No right or license, express or implied, is granted to the Sublicensee to use any trademark, trade name, logo, trade dress or service mark owned or Controlled by BMS, MPP or any of their Affiliates.

(b) The Sublicensee, at its sole cost and expense, will be responsible for the selection, registration and maintenance of all trademarks and trade dress which it employs in connection with its activities conducted pursuant to this Sublicense Agreement and will own and control such trademarks and trade dress.

(c) Nothwithstanding the foregoing, the Sublicensee will not use the Product Trademark or any trademark or trade dress or product marking used by BMS or any of its Affiliates or licensees in any manner or any trademark or trade dress that is confusingly similar to the Product Trademark or any trademark or trade dress used by BMS or any of its Affiliates.

(d) The Sublicensee will cause the color, markings and, with respect to Licensed Products in tablet form, shape of each Licensed Product to be distinctive from the BMS Product.

(e) The Sublicensees will obtain the prior written approval, such approval not to be unreasonably withheld, of BMS for the Sublicensee's proposed trademark, trade dress or product markings or the color or shape of the Licensed Product. BMS will endeavor to provide its consent within sixty (60) Business Days of the Sublicensee's initial request (with a reminder being sent by the Sublicensee after 30 days), provided that if BMS does not provide any response within this sixty (60) Business Days period, the consent will be considered as accepted. If BMS reasonably objects to such request within the foregoing time-period, the Parties shall discuss in good faith BMS's concerns and the MPP and the Sublicensee agree to make such modifications to the MPP's or the Sublicensee's proposed trademark, trade dress or product markings or the color or shape of the Licensed Product, as are necessary to address BMS's concerns.

**2.5 No implied license**

No license or other right is or will be created or granted under this Sublicense Agreement by implication, estoppels or otherwise. All licenses and rights are or will be granted only as expressly provided in this Sublicense Agreement.

**2.6 Retained rights**

(a) All rights not expressly granted under this Sublicense Agreement are reserved by BMS and may be used by BMS for any purpose.

(b) Without limiting the foregoing, BMS retains any and all rights under the Licensed Patent Rights and Licensed Manufacturing Know-How to make, have made, use, offer for sale, sell, have sold, export or import:

(i) the Licensed Compound and products containing the Licensed Compound, including any Combination Products, for any use whether within or outside the Territory and whether within or outside the Field; and

(ii) compounds covered by one or more claims in the Licensed Patent Rights other than the Licensed Compound for any use.

(c) BMS also expressly reserves and retains the right to make or have made, and use, the Licensed Compound and the Licensed Products for any internal research purpose.

**2.7 Product diversion**

(a) The Sublicensee acknowledges that the license to use and sell the Licensed Compound and Licensed Products granted under Section 2.1 is granted solely under and with respect to Licensed Patents Rights and Licensed Manufacturing Know-How for the purposes of supplying Licensed Products in the Field in the Territory.

(b) Nothing in this Sublicense Agreement will be construed as granting the Sublicensee any rights under any patents, know-how or otherwise to use or sell the Licensed Compound or any Licensed Product for ultimate use outside of the Field and/or outside of the Territory.

(c) For the avoidance of doubt, it would not be a breach of the Sublicense Agreement for the Sublicensee to, Develop, seek regulatory approval for, manufacture or use the Licensed Compounds and Licensed Product (in or outside of the Territory) for Commercialization of such Licensed Compounds or Licensed Products outside Territory where such Commercialization does not (i) infringe Licensed Patent Rights and Non-Territory Patent Rights; and (ii) rely on the Licensed Manufacturing Know-How provided by BMS. For the purposes of this provision, "to infringe" will mean the infringement of a patent in force, or any other activities that are prohibited under applicable laws in relation to Licensed Patent Rights and Non-Territory Patent Rights.

(d) Without prejudice to Section 2.7(c), the Sublicensee will not, directly or indirectly, sell any Licensed Compound or Licensed Products to any Third Party if the Sublicensee has reason to believe that such Third Party may purchase such Licensed Products for ultimate use outside of the Territory.

**2.8 OFAC Licenses**

(a) Sublicensee represents that, to its knowledge, neither Sublicensee nor any Affiliate, director, officer, or employee of Sublicensee, is a Sanctions Target.

(b) Sublicensee agrees that it will not, with respect to the licensed intellectual property (including the Licensed Manufacturing Know-how), Licensed Compound and Licensed Products, engage in any transactions or dealings with or involving a Sanctions Target or a country or territory that is the target of US or EU country –wide or territory-wide Sanctions absent a license or other authorization from the relevant governmental authority, should such a license or other authorization be required. The Sublicensee shall convey such license or other authorization to the MPP and BMS, if required and obtained, prior to any such transactions or dealings.

Sublicensee also agrees that prior to, directly or indirectly,

(i) making any Licensed Compound or any Licensed Product available to, or contracting for Product manufacture with, any Sanctions Target; or

(ii) making any Licensed Compound or any Licensed Product available to, or contracting for Product manufacture in, a country or territory that is the target of country-wide or territory-wide Sanctions; it will obtain a license or other authorization, if required, either directly from the relevant government authority or cooperate with MPP and BMS to obtain such a license or other authorization in each case to permit Sublicensee to engage in transactions with a Sanctions Target or involving a country or territory that is the target of country-wide or territory-wide Sanctions; and

in the event that performance of this Sublicense Agreement by Sublicensee would (or might) in the reasonable opinion of BMS, breach, or expose BMS to potential liability under, any Sanctions or export control regime or any other similar laws of any jurisdiction (whether or not such Sanctions, controls or laws were in existence at the date of this Agreement and whether or not there have been any other changes in circumstance from those that existed at the date of this License Agreement or any Sublicense Agreement), BMS shall be entitled to immediately request that Sublicensee cease all shipments of Licensed Compound or Licensed Product into any country or territory that is the target of countrywide or territory-wide Sanctions, or if the Licensed Compound or Licensed Product is still within the custody and control of Sublicensee or its respective agents or representatives to use its best efforts to remove such Licensed Compound or Licensed Product from any country or territory that is the target of countrywide or territory-wide Sanctions, or suspending the operation of such provisions of the Sublicense Agreement (including supply provisions) which require or permit performance by any party where, in the reasonable opinion of BMS, such performance would result in a breach of, or expose BMS to potential liability under, any such Sanctions, controls or laws until, in the reasonable discretion of BMS, such time as all necessary approvals or licenses have been obtained to enable the Sublicense Agreement to continue in a lawful and compliant manner and without exposure to liability for BMS and, notwithstanding any provision of the Sublicense Agreement(s), BMS shall not be obliged to pay any compensation to the other party or otherwise indemnify the other party in respect of any losses or costs which that other party may suffer or incur as a result of such suspension and/or termination.

### 2.9 BMS Affiliates

BMS is entering into this Sublicense Agreement for itself and its Affiliates. MPP and Sublicensee agree that BMS may enforce its rights, and perform its obligations, under this Sublicense Agreement through one or more of its Affiliates.

## 3. TECHNICAL ASSISTANCE

### 3.1 Documentation

(a) BMS has provided or will provide the Sublicensee with one copy of all documents, data (including, but not limited to clinical data) or other information Controlled by BMS to the extent that such documents, data and information are the subject of the Licensed Manufacturing Know-How and information reasonably necessary for the registration of the Licensed Compound or a Licensed Product that is reasonably available to BMS without undue searching, provided however that the foregoing will in no event require BMS to provide copies of laboratory notebooks or manufacturing run records required to be maintained by BMS under applicable law. BMS will further provide the Sublicensee with NCE or other regulatory exclusivity waivers, as applicable, to the extent required by the Regulatory Authorities for national registration in the Territory of the Licensed Products. BMS shall not be responsible for the performance of additional studies or submission of additional data for the grant of the regulatory approval of a Licensed Product in the Territory.

(b) Such documentation will not be used by the Sublicensee for any purpose other than the manufacture and registration of the Licensed Compound and Licensed Products in accordance with this Sublicense Agreement and is Confidential Information of BMS. For the sake of clarity, each Sublicensee shall be obligated to seek regulatory approvals within the Territory for the Licensed Product, and maintain its own regulatory documentation, provided, that if BMS has provided documentation to the Sublicesee that the Sublicensee shall leverage such documentation as it maintains its own regulatory documentation. The Sublicensee will assume full responsibility and liability to BMS for any unauthorized use or disclosure of such Confidential Information.

(c) BMS will be responsible for the cost of providing one set of electronic copies only. BMS will respond to reasonable requests from the Sublicensee for clarification on the information provided under this Section 3.1(c), where responses to such requests are, in BMS's good faith judgment reasonably necessary for the manufacture and registration (in the manner previously manufactured by or for BMS) of the Licensed Compound or a Licensed Product.

(d) Any and all such materials delivered to the Sublicensee pursuant to this Section 3 are and will remain the sole property of BMS. BMS represents and warrants to the Sublicensee that the information provided to Sublicensee pursuant to this Section 3 will be true, to the best of BMS's knowledge, as of the date of such documentation.

### 3.2 Technical Transfer Package

(a) The Sublicensee undertakes to accept the technical transfer package set out in Schedule G (the **Technical Transfer Package**) and relating to the Licensed Manufacturing Know-How.

(b) The Sublicensee will evaluate the contents of the Technical Transfer Package with a view to taking a technical decision whether or not to use such contents in the manufacture of the Licensed Compound and Licensed Products. Irrespective of its decision whether to use the Technical Transfer Package or not, the Sublicensee should

be in a position to make or have made generic equivalents of the Licensed Compound and the Licensed Products. In the event that it is alleged that the Sublicensee relied on the Licensed Manufacturing Know-How in breach of its obligations under this Sublicense Agreement or for purposes not contemplated in this Sublicense Agreement, the defenses set out in Section 10.1(b) will be available to the Sublicensee.

## 4. COMMERCIALIZATION

(a) The Sublicensee will be responsible, at its own expense, for the conduct of all activities relating to the Commercialization of the Licensed Products in the Territory.

(b) Each Licensed Product Commercialized by the Sublicensee under this Sublicense Agreement will be marked (to the extent not prohibited by law):

(i) with a notice that such Licensed Product is sold under a license from BMS and MPP; and

(ii) with all markings and notices as may be required by applicable law, including in relation to patent and other intellectual property.

(c) The Sublicensee will use all reasonable efforts to provide an adequate supply of the Licensed Products (in all formulations and strengths) to meet the therapeutic needs in the Territory and will provide a strong supply network to support the distribution of the Licensed Products in the Territory. In recognition of the humanitarian objectives of this Sublicense Agreement, the Sublicensee also will use all reasonable efforts to promote the affordable access to the Licensed Products in the Territory.

## 5. MANUFACTURE AND SUPPLY

(a) The Sublicensee will be solely responsible at its expense for making or having made all of its respective requirements for the Licensed Compound and Licensed Products in conformity with all applicable specifications in the Territory and will hold all relevant authorizations and permits required in this respect.

(b) The Sublicensee will use all reasonable commercial efforts to manufacture the Licensed Compound and Licensed Products for use and sale in the Territory consistent with this Sublicense Agreement and to provide a sufficient supply thereof to meet the needs in the Territory. The Sublicensee will, upon MPP's reasonable request, undertake to manufacture in sufficient volumes certain presentations and strengths of Licensed Products as listed in Schedule A.

(c) In the event that MPP becomes aware of a tender that includes the Licensed Product (including for BMS' branded version of the Licensed Product and Licensed Compound) in the presentations and strengths listed in Schedule A in the Territory, the Sublicensee will, upon MPP's reasonable request, submit a good faith proposal for such tender.

(d) In the event that the Sublicensee becomes aware of a tender for HCV medicines that includes the Licensed Product and the presentations and strengths listed in Schedule A in the Territory, the Sublicensee will consider to submit a good faith proposal for each such tender.

## 6. PHARMACOVIGILANCE AND QUALITY MATTERS

### 6.1 Pharmacovigilance

(a) The Sublicensee will, in accordance with its standard protocols, maintain effective and reliable systems for receiving and tabulating any reports of adverse reactions to the

Licensed Products and to report such information on a timely basis to the relevant regulatory authorities. The Sublicensee shall be responsible for fulfilling all required reporting responsibilities under applicable laws and regulations within the Territory.

### 6.2 Quality

The Sublicensee will manufacture the Licensed Compound and Licensed Products in a manner consistent with:

(a) World Health Organization (WHO) pre-qualification standards; or

(b) the standards of any Stringent Regulatory Authority. For the purposes of this Section 6.2(b) a **Stringent Regulatory Authority** is defined as regulatory authorities which are members, observers or associates of the International Conference of Harmonization of Technical Requirements for Registration of Pharmaceuticals for Human Use, as may be updated from time to time. Where such approvals are not yet available, the Sublicensee will obtain temporary approval through a WHO Expert Review Panel, as appropriate and if applicable.

## 7. REPRESENTATIONS AND WARRANTIES

### 7.1 General

Each Party hereby represents, covenants and warrants to the other that:

(i) it is duly organized and validly existing under the Applicable Law of the jurisdiction of its incorporation, and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

(ii) it is qualified to do business and is in good standing in each jurisdiction in which it conducts business;

(iii) it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and the Person executing this Agreement on its behalf has been duly authorized to do so by all requisite corporate action; and

(iv) this Agreement is legally binding upon it and enforceable in accordance with its terms and the execution, delivery and performance of this Agreement by it does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any material Applicable Law;

(v) the performance of this License Agreement by either Party does not create a breach or default under any other agreement to which it is a party;

(vi) it will comply with all applicable laws and regulations, including all applicable anti-bribery and corruption laws (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010); and

(vii) it will during the Term perform regular internal due diligence to ensure ongoing compliance with all applicable laws and the terms of this Sublicense Agreement.

### 7.2 Representations, warranties and covenants of the Sublicensee

The Sublicensee warrants and covenants to BMS and MPP that:

(i) It has the capability and intent to manufacture the presentations and strengths of the Licensed Products as specified in Schedule A for ensuring access to appropriate and needed HCV formulations made possible through this License Agreement;

(ii) it will have and maintain suitable mechanisms in order to comply with all applicable laws (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act) , in particular, Sublicensee will not, directly or indirectly, offer, promise or give any financial or other advantage and or pay money or anything of value to government officials, political parties, candidates and any other person for the purposes of corruptly obtaining or retaining business; Sublicensee will certify to BMS in writing, at the frequency requested by BMS (and at least once annually), compliance with their obligations under this Agreement (including compliance with the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010);

(iii) all of its activities related to the use of the Licensed Patent Rights and Licensed Manufacturing Know-How and the Development and Commercialization of the Licensed Compound and Licensed Products pursuant to this Sublicense Agreement will comply with all applicable legal and regulatory requirements;

(iv) it will not engage in any activities that use the Licensed Patent Rights and/or Licensed Manufactured Know-How in a manner that is outside the scope of the license rights granted to it under this Sublicense Agreement and that any modifications to the manufacturing process or compound technology will be undertaken at the Sublicensees' sole risk and in no event will BMS indemnify, hold harmless or defend the MPP or any Sublicensee for any such modifications; and

(v) the Sublicensee acknowledges and agrees that BMS will have no liability whatsoever in relation to any infringement of the intellectual property rights of any Third Party arising out of the Development, manufacture and Commercialization of the Licensed Products by the Sublicensee, except and only to the extent that the Licensed Product incorporates any BMS Licensed Manufacturing Know-How relied on by Sublicensee in such Development, manufacture and Commercialization of the Licensed Products by the Sublicensee.

**7.3 "AS IS" license**

(a) Notwithstanding any other provision of this Sublicense Agreement, the Sublicensee acknowledges and agrees that the Licensed Patent Rights and Licensed Manufacturing Know-How are licensed to Sublicensee "as is".

(b) Notwithstanding any other provision of this Sublicense Agreement, BMS and MPP make no representation or warranty of non-infringement or any representation or warranty that the Licensed Patent Rights or Licensed Manufacturing Know-How is suitable for any purpose for which it may be used by the Sublicensee.

**7.4 Disclaimer**

(a) BMS AND MPP MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE LICENSED PATENT RIGHTS OR LICENSED MANUFACTURING KNOW-HOW OR ANY LICENSE GRANTED BY MPP UNDER THIS SUBLICENSE AGREEMENT, OR WITH

RESPECT TO ANY COMPOUNDS OR PRODUCTS, INCLUDING ANY COMBINATION PRODUCTS THAT INCLUDE THE LICENSED COMPOUND OR THE LICENSED PRODUCTS.

(b) FURTHERMORE, NOTHING IN THIS SUBLICENSE AGREEMENT WILL BE CONSTRUED AS A REPRESENTATION OR WARRANTY THAT ANY PATENT OR OTHER PROPRIETARY RIGHTS INCLUDED IN THE LICENSED PATENT RIGHTS ARE VALID OR ENFORCEABLE OR THAT THE SUBLICENSEE'S USE OF THE LICENSED PATENT RIGHTS AND LICENSED MANUFACTURING KNOW-HOW CONTEMPLATED UNDER THIS SUBLICENSE AGREEMENT DOES NOT INFRINGE ANY PATENT RIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

**7.5 Limitation of liability**

NOTWITHSTANDING ANYTHING IN THIS SUBLICENSE AGREEMENT OR OTHERWISE, IN RECOGNITION OF THE HUMANITARIAN NATURE OF THIS SUBLICENSE AGREEMENT AND THE LACK OF ANY ROYALTY TO BMS OR OTHER PAYMENTS TO BMS UNDER THIS SUBLICENSE AGREEMENT, BMS OR MPP WILL NOT HAVE ANY LIABILITY TO THE SUBLICENSEES FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES RELATED TO THIS AGREEMENT, WHETHER UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY. IN PARTICULAR, AND WITHOUT LIMITING THE FOREGOING, BMS WILL HAVE NO LIABILITY IN THE EVENT THE LICENSED PATENT RIGHTS ARE INVALID OR UNENFORCEABLE, OR IN THE EVENT THE EXERCISE BY SUBLICENSEE OF ITS RIGHTS UNDER THIS SUBLICENCE AGREEMENT INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

## 8. INVENTIONS, PATENT MAINTENANCE, INFRINGEMENT

**8.1 Inventions**

(a) BMS (or its Affiliates) will own the entire right, title and interest in and to any and all inventions conceived solely by its employees and agents after the Effective Date relating to the Licensed Compound or any Licensed Product, including any adaptation of any manufacturing process or proprietary drug delivery or formulation technology of BMS or its Affiliates for the production of the Licensed Compound or any Licensed Product, and any patents covering such invention (**BMS Sole Inventions**), subject to the sublicense grant to the Sublicensee set out in Section 2.

(b) The Sublicensee will own the entire right, title and interest in and to any and all inventions conceived solely by its employees and agents after the Effective Date relating to the Licensed Compound or any Licensed Product in the Field in the Territory (but only to the extent separable from BMS's intellectual property) (**Sublicensee Sole Inventions**). The Sublicensee will notify MPP and BMS in writing of any such invention and MPP and BMS will automatically have a non-exclusive, perpetual, worldwide, royalty-free license to use any such invention and any related intellectual property, irrespective of expiration or termination of this Sublicense Agreement. BMS may transfer or sublicense such inventions only to BMS's own Affiliates and suppliers, provided that such Affiliates and suppliers utilize such Sublicensee Sole Inventions solely for the benefit of BMS. Should MPP desire to sublicense any such rights to other sublicensees having entered into a sublicense agreement under the License Agreement in relation to the Licensed Product and Licensed Compound, the Sublicensee and MPP will enter into good faith negotiations.

**8.2 Patent maintenance and abandonment**

BMS will be responsible (at its own expense and discretion) for, and will control, the prosecution (including any interferences, reissue proceedings and reexaminations) and maintenance of all Licensed Patent Rights in the Territory.

**8.3 Enforcement of Licensed Patent Rights**

(a) Information

In the event that MPP becomes aware of a suspected or actual breach of any Sublicense Agreement, MPP will notify BMS promptly, and following such notification, the Parties will confer.

(b) Enforcement of Licensed Patent Rights

BMS (and/or its Affiliates) will have the right but will not be obligated, to bring an infringement action at its own expense, in its own name and entirely under its own direction and control, subject to the following:

(i) BMS, MPP and the Sublicensee will reasonably assist each other (at their own respective expense) in any action or proceeding being prosecuted if so requested by BMS, MPP and/or the Sublicensee, and such reasonable assistance is necessary for BMS, MPP and/or the Sublicensee to fully exercise its rights under such proceeding;

(ii) The Sublicensee will have the right to participate and be represented in any such suit by its own counsel at its own expense; and

(iii) BMS may enter into a settlement of any such action or proceeding which restricts the scope, or adversely affects the enforceability, of a Licensed Patent Right at its sole discretion.

(c) The Parties agree to keep the other Party reasonably informed of all such material developments in connection with any infringement proceedings and of any matters coming to such Party's attention that may materially affect the preparation, filing, prosecution, or maintenance of any Licensed Patent Rights.

(d) If the making, import, use, offer for sale or sale of the Licensed Compound or the Licensed Products by or on behalf of the Sublicensee infringe on the intellectual property rights of a Third Party in the Territory, the Sublicensee will be solely responsible for such infringement, and MPP and BMS will not have any obligation to defend or indemnify the Sublicensee with respect to any such claim.

## 9. AUDIT AND REPORTS

**9.1 Reports**

The Sublicensee will send to MPP within 30 Business Days following the end of each calendar quarter the number of units of Licensed Products sold by strength / formulation by country and the number of kilograms of Licensed Compound sold. The Sublicensee shall also provide MPP with a quarterly written report setting forth (a) Licensed Products in its development pipeline, (b) status of development of each Licensed Product in development, (c) regulatory filing plan for each Licensed Product, (d) a list of countries within the Territory for which such regulatory approvals or authorizations have been obtained for any Licensed Product, (e) any rejection, withdrawal, expiration or other significant regulatory development for any Licensed Product,

and (f) a description of activities performed by Sublicensee relating to filing, obtaining, or maintaining regulatory approvals or authorizations in the Territory for the Licensed Product and/or Licensed Compound. The Sublicensee and MPP agree to confer on a quarterly basis regarding such reports and also review development and filing status of Licensed Products. MPP agrees that information contained in quarterly and other such reports shall be treated as Confidential Information.

**9.2 Audit**

(a) The Sublicensee grants MPP and BMS the right, with reasonable notice, to:

(i) inspect and audit the performance of, and compliance with, this Sublicense Agreement and applicable laws; and

(ii) inspect and audit all documents and other records relating to the performance of this Sublicense Agreement.

(b) Subject to execution of a confidentiality agreement with Sublicensee, BMS or MPP will nominate an independent Third Party auditor or consultant to exercise its rights set out in this Section 9.

(c) The Sublicensee will cooperate with and provide all reasonable assistance to BMS and MPP, their officers, employees, agents, advisors, representatives or contractors exercising their rights under this Section 9.

## 10. NON DISCLOSURE OF CONFIDENTIAL INFORMATION

**10.1 Non disclosure**

(a) Each party agrees that, for so long as this Sublicense Agreement is in effect and for a period of 10 years thereafter, or for a period of fifteen (15) years from the Effective Date, whichever is longer, a Party receiving Confidential Information of another Party (or that has received any such Confidential Information from such other Party prior to the Effective Date) will:

(i) maintain in confidence such Confidential Information using not less than the efforts such Party uses to maintain in confidence its own proprietary industrial information of similar kind and value;

(ii) not disclose such Confidential Information to any Third Party without the prior written consent of the relevant other Party, except for disclosure expressly permitted under this Sublicense Agreement; and

(iii) not use such Confidential Information for any purpose except those permitted by this Sublicense Agreement (it being understood that this Section (iii) will not create or imply any rights or licenses not expressly granted under Section 2 of this Sublicense Agreement).

(b) Exceptions

The obligations under Section 10.1(a) will not apply with respect to any portion of the Confidential Information that the receiving Party can show by written evidence:

(i) is publicly disclosed by the disclosing Party, either before or after it is disclosed to the receiving Party; or

(ii) was known to the receiving Party or any of its Affiliates, without any obligations to keep it confidential or any restriction on its use, prior to disclosure by the disclosing Party; or

(iii) is subsequently disclosed to the receiving Party or any of its Affiliates by a Third Party lawfully in the possession thereof and without any obligation to keep it confidential or any restriction on its use; or

(iv) is published by a Third Party or otherwise becomes publicly available, either before or after it is disclosed to the receiving Party; or

(v) has been independently developed by employees or contractors of the receiving Party or any of its Affiliates without the aid, application or use of Confidential Information of the disclosing Party.

**10.2 Authorized disclosure**

(a) The receiving Party may disclose Confidential Information belonging to another Party to the extent (and only to the extent) such disclosure is reasonably necessary in the following instances:

(i) regulatory filings;

(ii) prosecuting or defending litigation;

(iii) complying with applicable governmental laws and regulations (including the rules and regulations of the Securities and Exchange Commission or any national securities exchange) and with judicial process, if in the reasonable opinion of the receiving Party's counsel, such disclosure is necessary for such compliance; and

(iv) disclosure, in connection with the performance of this Sublicense Agreement and solely on a "need-to-know basis", to Affiliates, potential collaborators (including potential co-marketing and co-promotion contractors), research collaborators, employees, consultants or agents, each of whom prior to disclosure must be bound by similar obligations of confidentiality and non-use at least equivalent in scope to those set forth in this Section 9; provided however that the receiving Party will remain responsible for any failure by any such Person who receives Confidential Information pursuant to this Section 9 to treat such Confidential Information as required under this Section 10.

(b) If and whenever any Confidential Information is disclosed in accordance with this Section 10.2, such disclosure will not cause any such information to cease to be Confidential Information except to the extent that such disclosure results in a public disclosure of such information (otherwise than by breach of this Sublicense Agreement). Where reasonably possible, the receiving Party will notify the disclosing Party's intent to make such disclosure pursuant to this Section 10.2 sufficiently prior to making such disclosure so as to allow the disclosing Party adequate time to take whatever action it may deem appropriate to protect the confidentiality of the information.

(c) The Parties agree that a copy of this Sublicense Agreement may be publicly disclosed on MPP's website. Such disclosure will not constitute a breach of the Parties obligations under this Section 10.

## 11. INDEMNITY

**11.1 Sublicensee indemnity**

The Sublicensee will indemnify, defend and hold harmless BMS, MPP and their respective Affiliates, and their respective officers, directors, employees, agents, licensors and their respective successors, heirs and assigns and representatives, from and against any and all claims, threatened claims, damages, losses, suits, proceedings, liabilities, costs (including reasonable legal expenses, costs of litigation and reasonable attorney's fees) or judgments, whether for money or equitable relief, of any kind (**Losses and Claims**) arising out of or relating, directly or indirectly:

(a) any breach by the Sublicensee of any of the provisions of this Sublicense Agreement;

(b) any negligence or willful misconduct by or on behalf of the Sublicensee;

(c) the Sublicensee's (or its Affiliates) use and practice otherwise of the Licensed Patent Rights and Licensed Manufacturing Know-How, including claims and threatened claims based on:

(i) product liability, bodily injury, risk of bodily injury, death or property damage;

(ii) infringement or misappropriation of Third Party patents, copyrights, trademarks or other intellectual property rights; or

(iii) the failure to comply with applicable laws related to the matters referred to in the foregoing with respect to the Licensed Compound and/or any Licensed Product.

except in any such case for Losses and Claims to the extent resulting from the gross negligence, recklessness or willful misconduct of BMS.

### 11.2 Insurance

The Sublicensee agrees to purchase and maintain appropriate insurance in order to cover its product liability insurance related to the Licensed Compound and Licensed Products.

## 12. TERM AND TERMINATION

### 12.1 Term

This Sublicense Agreement will commence as of the Effective Date and, unless sooner terminated in accordance with the terms of this Sublicense Agreement or by mutual written consent, will expire upon the expiration of the last-to-expire of the Licensed Patent Rights.

### 12.2 Termination by any Party

Any of the Parties will have the right to terminate this Sublicense Agreement, at its sole discretion, upon delivery of written notice to the other Parties, upon the occurrence of any of the following:

(a) one of the other Parties becomes bankrupt, insolvent or cannot pay its debts when due;

(b) a material breach of this Sublicense Agreement by another Party that is not cured within ninety (90) days after written notice of such breach is given.

### 12.3 Additional termination rights

BMS and MPP will each have the right to terminate this Sublicense Agreement upon delivery of written notice to Sublicensee upon the occurrence of any of the following:

(a) the failure of Sublicensee to ensure a sufficient supply of the Licensed Products in the formulations and strengths listed in Schedule A to meet substantially the needs in the

Territory, other than isolated, temporary shortages of less than ninety (90) days if such shortage is not cured (other than by means of a reallocation of Licensed Products that has the effect of creating shortage elsewhere) with ninety (90) days after written notice to Sublicensee by MPP or BMS;

(b) the failure of Sublicensee to comply with MPP's reasonable requests under Sections 5(b) through (d) of this Sublicense Agreement;

(c) any failure by the Sublicensee of ensuring compliance with relevant OFAC regulations under Section 2.8 of this Sublicense Agreement;

(d) the occurrence of any material safety issue that BMS or MPP reasonably believes makes it inadvisable to proceed or continue with the commercialization of the Licensed Product in the Territory;

(e) without prejudice to Section 2.7(c), a cross border diversion of the Licensed Products whereby any Sublicensee (directly or indirectly or through a Third Party, located in or out of the Territory) uses, offers for sale, sells, has sold Licensed Products for use in any country outside of the Territory;

(f) any failure by the Sublicensees to comply with the quality requirements under Section 6.2 of this Sublicense Agreement;

(g) the failure by the Sublicensees to file for registration of the Licensed Products in the Territory for all of the formulation and strengths listed in Schedule A within thirty (30) months of the effective date of the Sublicense Agreement;

(h) the occurrence of a direct or indirect Change of Control of Sublicensee that has not been consented to by BMS and MPP in writing;

(i) in the event of any serious or intentional violation of any laws and regulations or misappropriation of a Third Party’s intellectual property rights by the Sublicensee anywhere in the world, which in BMS’s and MPP’s judgment, may reflect unfavorably on BMS, MPP, their reputation or the Licensed Products.

**12.4 Scope of termination**

Except as otherwise expressly provided in this Sublicense Agreement, any termination of this Sublicense Agreement pursuant to this Section 12 will be as to all Licensed Compounds and Licensed Products.

**12.5 Effect of termination**

(a) Upon termination of this Sublicense Agreement other than as a result of expiration pursuant to Section 12.1 of this Sublicense Agreement:

(i) all rights and licenses granted to Sublicensee under Section 2 will terminate, and all rights, licenses and cross-references will revert to BMS and MPP will cease all use of the Licensed Patent Rights and the Licensed Manufacturing Know-How;

(ii) none of the Parties will be relieved of any obligation that accrued prior to the effective date of such termination.

(b) Upon termination of the License Agreement between BMS and MPP other than as a result of expiration pursuant to Section 12.1 of the License Agreement, this Sublicense Agreement will be automatically be converted into a license between BMS and the

Sublicensee, provided that BMS reserves its rights to terminate the license so converted on the same grounds as those having led to termination of the License Agreement;

(c) It is understood and agreed that BMS and MPP will be entitled to specific performance as a remedy to enforce the provisions of this Section 12.5, in addition to any other remedy to which it may be entitled by applicable law.

(d) Termination of this Sublicense Agreement by BMS or MPP will not preclude BMS and/or MPP from claiming damages from the Sublicensee for any breach of this Sublicense Agreement or in relation to the event having given rise to the termination, or affect any other right or remedy available to BMS and MPP.

**12.6 Survival**

The following provisions will survive termination or expiration of this Sublicense Agreement, as well as any other provisions which by their nature are intended to survive termination or expiration: Section 1 (as applicable), Sections 7.4, 7.5, 10, 11, 12.6, 12.7, 13 and 14.

**12.7 Termination cooperation**

Upon the termination or expiration of this Sublicense Agreement, the Parties will cooperate with one another to provide for an orderly wind-down of the transactions contemplated in this Sublicense Agreement.

**12.8 Bankruptcy**

The Parties agree that in the event a Party becomes a debtor under Title 11 of the U.S. Code, this Sublicense Agreement will be deemed to be, for the purposes of Section 365(n) of such title, a license to rights to "intellectual property" as defined therein. Each party as a licensee hereunder will have the rights and elections as specified in such Title 11. Any agreements supplemental to this Sublicense Agreement will be deemed to be "agreements supplementary to" this Sublicense Agreement for the purposes of Section 365(n) of such Title 11.

## 13. DISPUTE RESOLUTION

**13.1 Resolution by senior executives**

(a) Except as provided in Section 13.2(h), all disputes, controversies or claims between the Parties in connection with this Sublicense Agreement, its construction, or the rights, duties or liabilities of either Party under this Sublicense Agreement (a "**Dispute"**) must be resolved pursuant to the following resolution process in this Section 13.1 and the arbitration process in Section 13.2. The parties to any such Dispute may alter or amend these procedures by agreement in writing.

(b) To commence the resolution process, any Party may serve a notice on another Party identifying: (i) the nature of the Dispute; and (ii) the amount in Dispute.

(c) Once notice is received, the parties must first attempt in good faith to resolve such Dispute by negotiation and consultation between themselves.

(d) In the event that such Dispute is not resolved on an informal basis within 30 days after such notice is received, either Party may, by written notice to the other Party, refer the Dispute to the Executive Director of MPP, to BMS's General Manager HCV Worldwide Commercialization and to _____ of the Sublicensee (together, the **Designated Officers**) for attempted resolution by good faith negotiation.

(e) If any such Dispute is not resolved by the Designated Officers within 30 days after the receipt of the notice referring such Dispute to the Designated Officers, then either Party may demand resolution of the Dispute by binding arbitration pursuant to Section 13.2.

**13.2 Arbitration**

Except as provided in Section 13.2(h), if any Dispute is not resolved in accordance with Section 13.1, then either Party may submit such Dispute for resolution through binding arbitration as follows:

(a) A Party may submit such Dispute to arbitration by notifying the other Party in writing and demanding arbitration of such Dispute in accordance with this Section 13.2. Any such Dispute will be finally resolved under the Rules of Arbitration of the International Chamber of Commerce (the **ICC**), except as provided herein.

(b) Within thirty (30) days after receipt of such notice, the Parties will each designate in writing an arbitrator, and within thirty (30) days those arbitrators shall designate a third arbitrator to resolve the Dispute provided however that if the Parties cannot agree on an arbitrator within such 30 day period, the arbitrator will be selected by the ICC. In the event that there are more than two Parties that are parties to the arbitration proceedings, where there are multiple claimants or multiple respondents, the multiple claimants, jointly, and the multiple respondents, jointly, shall designate an arbitrator. The arbitrators will be persons knowledgeable and experienced in the law concerning the subject matter of the dispute, and will not be a current or former Affiliate, employee, consultant, officer, director of either Party or a stockholder of either Party, or otherwise have any current or previous relationship with either Party or their respective Affiliates and will not be a resident or citizen of the Territory. The governing law of this Sublicense Agreement will govern any such proceedings. The language of the arbitration will be English.

(c) Within thirty (30) days after the designation of the third arbitrator, the arbitrators and the Parties will meet, and each Party will provide to the arbitrators a written summary of all disputed issues, such Party's position on such disputed issues and such Party's proposed ruling on the merits of each such issue.

(d) The arbitrators will set a date for a hearing, which will be no later than 30 days (or such longer period agreed in writing by the Parties) after the submission of written proposals pursuant to Section 13.2(b), for the presentation of evidence and legal argument concerning each of the issues identified by the Parties. The Parties will have the right to be represented by counsel. Except as provided in this Sublicense Agreement, the arbitration will be governed by the Rules of Arbitration of the ICC pursuant to Section 13.2(a) (the **Rules**).

(e) The arbitrators will each use his or her best efforts to rule on each disputed issue within 30 days (or such longer period agreed in writing by the Parties) after completion of the hearing described in Section 13.2(d). The determination of the arbitrator as to the resolution of any dispute will be binding and conclusive upon all Parties. All rulings of the arbitrator will be in writing and will be delivered to the Parties except to the extent the Rules provide otherwise. Nothing contained herein will be construed to permit the arbitrator to award punitive, exemplary or any similar damages.

(f) The attorney's fees of the Parties in any arbitration, fees of the arbitrator and costs and expenses of the arbitration will be borne by the Parties in a proportion determined by the arbitrator.

(g) Any arbitration pursuant to this Section 13.2 will be conducted in Paris, France. The parties agree that any proceeding initiated to enter or confirm any arbitration award may

be entered in and enforced by any court with jurisdiction, including a court sitting in New York City, New York. In this respect the Parties irrevocably and unconditionally consent to the exercise of personal jurisdiction by the courts in New York in such proceedings.

(h) The Parties acknowledge and agree that the breach by any Party of the provision of this Sublicense Agreement related to the protection of trade secrets or confidentiality would not be fully compensable by money damages and would result in irreparable harm to the other Party. Notwithstanding anything in this Section 13, each Party will have the right to seek injunctive or other equitable relief from a court of competent jurisdiction as may be necessary to avoid irreparable harm, maintain the status quo or preserve the subject matter of the arbitration, including any breach or threatened breach of Sections 10.1 and 12.5. The parties agree that any such request for injunctive or equitable relief may be brought in a court sitting in New York City, New York and the Parties irrevocably and unconditionally consent to the exercise of personal jurisdiction by the courts in New York in such proceedings.

## 14. MISCELLANEOUS

### 14.1 Agreement management

(a) At the Commencement Date, each party will appoint an individual as **Agreement Manager**. Each party may update the identity of its Agreement Manager during the Term by notice in writing to the other Parties.

(b) The Agreement Managers of each Party will meet in person or discuss via teleconference at least once a quarter during the Term to discuss performance of each party's obligations under this Sublicense Agreement and any other matters as notified by another Party in advance of such meeting.

### 14.2 Severability

If any one or more of the provisions of this Sublicense Agreement is held to be invalid or unenforceable, the provision will be considered severed from this Sublicense Agreement and will not serve to invalidate any remaining provisions of this Sublicense Agreement. The Parties will make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering this Sublicense Agreement may be realized.

### 14.3 Notices

(a) Any notice required or permitted to be given under this Sublicense Agreement will be in writing and will be delivered by hand or overnight courier with tracking capabilities or mailed postage prepaid by first class, registered or certified mail addressed as set forth below unless changed by notice so given:

(i) If to BMS:

Bristol-Myers Squibb Company
345 Park Avenue
New York, NY 10154
U.S.A.
Attention: General Counsel and Corporate Secretary

with a copy to:

Bristol Myers Squibb Company
777 Scudders Mill Road
Plainsboro, NJ 08536
U.S.A.
Attention: Vice President and Assistant General Counsel, Strategic Corporate Transactions

(ii) If to MPP:

The Medicines Patent Pool Foundation
Rue de Varembé 7
Geneva 1202
Switzerland
Attention: General Counsel

(iii) If to the Sublicensee:

_____

_____

_____

_____

(b) Any such notice will be deemed delivered on the date received. A Party may add, delete, or change the person or address to whom notices should be sent at any time upon written notice delivered to the Party's notices in accordance with this Section 14.3.

**14.4 Force Majeure**

(a) No party will be liable for any failure to perform its obligations under this Sublicense Agreement (other than obligations to make payments of money) to the extent such performance has been delayed, interfered with or prevented by any event of Force Majeure.

(b) As used in this Sublicense Agreement, **Force Majeure** means any circumstances whatsoever which are not within the reasonable control of the Party affected thereby, including an act of God, war, terrorism, insurrection, riot, strike or labor dispute, shortage of materials, fire, explosion, flood, government requisition or allocation, breakdown of damage to plant, equipment or facilities, interruption or delay in transportation, fuel supplies or electrical power, embargo, boycott, order or act of civil or military authority. The Party who declares an event of Force Majeure will give prompt notice to the other Parties of such declaration.

(c) If the performance of any obligation has been delayed, interfered with or prevented by an event of Force Majeure, then the Party affected by such event will take such actions as are reasonably available to remove the event of Force Majeure or to mitigate the effect of such occurrence, except that labor disputes will be settled at the sole discretion of the Party affected thereby.

(d) If an event of Force Majeure occurs, the obligations of the Parties under this Sublicense Agreement (other than the obligations to make payments of money) will be suspended during, but not longer than, the continuance of the event of Force Majeure.

**14.5 Assignment**

(a) None of the Parties may assign this Sublicense Agreement, except as specifically permitted by this Section 14.5.

(b) BMS may, without MPP's or the Sublicensee's consent, assign or transfer any and all of its rights and obligations under this Sublicense Agreement to any Affiliate of BMS or to any Third Party (including a successor in interest), provided however that such assignee or transferee agrees in a writing provided to MPP and to the Sublicensee to assume such transferred obligations and to be bound by the terms of this Sublicense Agreement. In the event of any such transfer of any or all of BMS's obligations under this Sublicense Agreement (or any or all of the obligations of any BMS Affiliate to which any of such obligations may have been transferred) to a Third Party, the assumption of such transferred obligations by such Third Party will constitute the release of BMS and its Affiliates from such obligations, and thereafter BMS and its Affiliates will have no further liability or responsibility to MPP, the Sublicensee and their Affiliates to which any of such obligations may have been transferred, the assumption or guarantee by such Third Party of the obligations under this Sublicense Agreement of such transferred BMS Affiliate will constitute the release of BMS from such obligations, and thereafter BMS will have no further liability or responsibility to MPP, the Sublicensee and its Affiliates in respect of such obligations.

(c) The Sublicensee may not assign all or any part of its rights, or delegate all or any part of its obligations, under this Sublicense Agreement without BMS's and MPP's prior written consent.

(d) MPP may not assign all or any part of its rights, or delegate all or any part of its obligations, under this Sublicense Agreement without BMS's prior written consent.

(e) Any assignment or transfer in violation of the foregoing will be null and void and wholly invalid, the assignee or transferee in any such assignment or transfer will acquire no rights whatsoever, and the non-assigning non-transferring Party will not recognize, nor will it be required to recognize, such assignment or transfer.

(f) Subject to the foregoing provisions of Section 14.5, this Sublicense Agreement will inure to the benefit of and be binding on the Parties' successors and assigns.

**14.6 Waiver and modifications**

The failure of any Party to insist on the performance of any obligation under this Sublicense Agreement will not be deemed to be a waiver of such obligation. Waiver of any breach of any provision of this Sublicense Agreement will not be deemed to be a waiver of any other breach of such provision or any other provision on such occasion or any succeeding occasion. No waiver, modification, release or amendment of any obligation under or provision of this Sublicense Agreement will be valid or effective unless in writing and signed by all Parties.

**14.7 Choice of law**

This Sublicense Agreement will be governed, and will be construed in accordance with the laws of England without regard to its conflicts of law provisions.

**14.8 Publicity**

The Parties agree that no Party will issue a press release or public announcement concerning the transactions contemplated by this Sublicense Agreement without the advance written consent of the other Parties. If a Party intends to issue a press release, it will submit a draft of such proposed press release to the other Parties at least 5 Business Days prior to the date such Party

intends to issue the release and will agree to consider the comments of the other Parties to the press release. After any initial press release or public announcement is made, however, each Party may disclose to third parties or make public statements, by press release or otherwise, regarding the existence of this Sublicense Agreement, the identity of the parties, and terms, conditions and subject matter previously disclosed about the Sublicense Agreement, provided such disclosures or statements are accurate and complete with respect to the subject matter thereof and the information disclosed therein.

**14.9 Relationship of the Parties**

Each Party is an independent contractor under this Sublicense Agreement. Nothing contained in this Sublicense Agreement is intended or is to be construed so as to constitute BMS, MPP and the Sublicensee as partners, agent or joint venturers. None of the Parties will have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Parties or to bind the other Parties to any contract, agreement or undertaking with any Third Party.

**14.10 Headings**

Headings and captions are for convenience only and are not to be used in the interpretation of this Sublicense Agreement.

**14.11 Entire Agreement**

This Sublicense Agreement constitutes the entire agreement between the Parties as to the subject matter of this Sublicense Agreement, and supersedes and merges all prior negotiations, representations, agreements and understandings regarding the same.

**14.12 Counterparts**

This Sublicense Agreement may be executed in counterparts with the same effect as if both Parties had signed the same document. All such counterparts will be deemed an original, will be construed together and will constitute one and the same instrument.

**14.13 Ambiguities**

Each of the Parties acknowledges and agrees that this Sublicense Agreement has been diligently reviewed by and negotiated by and between them, that in such negotiations each of them has been represented by competent counsel and that the final agreement contained in this Sublicense Agreement, including the language whereby it has been expressed, represents the joint efforts of the Parties and their counsel. Accordingly, in interpreting this Sublicense Agreement or any provision hereof, no presumption will apply against any Party as being responsible for the wording or drafting of this Sublicense Agreement or any such provision, and ambiguities, if any, in this Sublicense Agreement will not be construed against any Party irrespective of which Party may be deemed to have authored the ambiguous provisions.

**14.14 Business conduct and ethics**

BMS takes seriously its compliance and ethics responsibilities and seeks to do business only with third parties who share our high standards of ethical behavior. To that end, BMS has adopted Standards of Business Conduct and Ethics for Third Parties (**3P Standards**). BMS encourages MPP and the Sublicensee to comply with the elements of the 3P Standards that apply to them. For your reference, the 3P Standards are available at http://www.bms.com/ourcompany/compliance_ethics/Pages/default.aspx.

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IN WITNESS WHEREOF the Parties have caused this Sublicense Agreement to be executed by their respective duly authorized officers.

For an on behalf of
**Bristol-Myers Squibb Company**:

Signature

Name:

Title:

For an on behalf of
**The Medicines Patent Pool Foundation**:

Signature

Name:

Title:

For an on behalf of

Signature

Name:

Title:

## Schedule A Licensed Compound, presentations and strengths

**Licensed Compound**

The compound known as “daclatasvir”.

**Presentations and strengths**

30mg tablet

60mg tablet

## Schedule B Licensed Patent Rights

The list below is accurate to the best of BMS knowledge as of the Effective Date. BMS shall update this list of the Licensed Patent Rights once a year on the request of the MPP.

**TITLE: HEPATITIS C VIRUS INHIBITORS**

| Country | Filing Number | Filing Date | Grant Number | Grant |
|---|---|---|---|---|
| India | 00853/DELNP/09 | 09 Aug 2007 | | |
| South Africa | 2009/00962 | 09 Aug 2007 | 2009/00962 | 24 Feb 2010 |

**TITLE: CRYSTALLINE FORM OF METHYL ((1S)-1-(((2S)-2-(5-(4'-(2-((2S)-1-((2S)-2-((METHOXYCARBONYL)AMINO)-3-METHYLBUTANOYL)-2-PYRROLIDINYL)-1H-IMIDAZOL-5-YL)-4-BIPHENYLYL)-1H-IMIDAZOL-2-YL)-1-PYRROLIDINYL)CARBONYL)-2-METHYLPROPYL)CARBAMATE DIHYDROCHLORIDE SALT**

| Country | Filing Number | Filing Date | Grant Number | Grant |
|---|---|---|---|---|
| India | 00806/DELNP/10 | 31 Jul 2008 | | |
| South Africa | 2010/0843 | 31 Jul 2008 | 2010/0843 | 28 Apr 2011 |

**TITLE: PROCESS FOR SYNTHESIZING COMPOUNDS USEFUL FOR TREATING HEPATITIS C**

| Country | Filing Number | Filing Date | Grant Number | Grant |
|---|---|---|---|---|
| India | 6806/DELNP/15 | 03 Aug 2015 | | |
| India | 00854/DELNP/10 | 31 Jul 2008 | | |

**TITLE: HEPATITIS C VIRUS INHIBITORS**

| Country | Filing Number | Filing Date | Grant Number | Grant |
|---|---|---|---|---|
| India | 3999/CHENP/2012 | 02 Nov 2010 | | |

## Schedule C Non-Territory Patent Rights

The list below is accurate to the best of BMS knowledge as of the Effective Date. BMS has update this list of the Non-Territory Patent Rights once a year on the request of the MPP.

**TITLE: HEPATITIS C VIRUS INHIBITORS**

| Country | Filing Number | Filing Date | Grant Number | Grant |
|---|---|---|---|---|
| Argentina | P070103535 | 09 Aug 2007 | | |
| Australia | 2007286222 | 09 Aug 2007 | 2007286222 | 11 Oct 2012 |
| Austria | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Belgium | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Brazil | PI0716483.1 | 09 Aug 2007 | | |
| Bulgaria | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Canada | 2660520 | 09 Aug 2007 | 2660520 | 13 Jan 2015 |
| Chile | 2327/07 | 09 Aug 2007 | 49393 | 26 Jul 2013 |
| China | 201410607190.3 | 29 Oct 2014 | | |
| China | 200780037723.7 | 09 Aug 2007 | 200780037723.7 | 03 Dec 2014 |
| Colombia | 09013323 | 09 Aug 2007 | 615 | 08 Mar 2013 |
| Croatia | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Cyprus (Republic) | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Czech Republic | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Denmark | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Egypt | 174/2009 | 09 Aug 2007 | | |
| Estonia | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| European Procedure (Patents) | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| European Procedure (Patents) | 14168065.2 | 13 May 2014 | | |
| Finland | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| France | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Germany | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Greece | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Gulf Cooperation Council | 8874 | 11 Aug 2007 | | |
| Hong Kong | 09105119.6 | 08 Jun 2009 | 1126486 | 15 Aug 2014 |
| Hong Kong | 15102137.3 | 03 Mar 2015 | | |
| Hungary | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Iceland | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| International Procedure | PCT/US2007/075544 | 09 Aug 2007 | | |
| Ireland | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Israel | 196813 | 09 Aug 2007 | 196813 | 31 Jul 2013 |
| Italy | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Japan | 2013-064764 | 26 Mar 2013 | 5769749 | 03 Jul 2015 |
| Japan | 2015-105694 | 25 May 2015 | | |
| Japan | 2009-524736 | 09 Aug 2007 | 5235882 | 05 Apr 2013 |
| Latvia | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Lebanon | 7962 | 09 Aug 2007 | 7962 | 12 Aug 2008 |
| Lithuania | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Luxembourg | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Macao | | | | |
| Macao | J/001630 | 07 Jan 2015 | J/001630 | 04 Apr 2015 |

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|---|---|---|---|---|
| Malta | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Mexico | MX/A/09/001426 | 09 Aug 2007 | 287005 | 30 May 2011 |
| Monaco | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Netherlands | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| New Zealand | 574805 | 09 Aug 2007 | 574805 | 09 Jan 2012 |
| Norway | 20090447 | 09 Aug 2007 | | |
| Peru | 001068/2007-OIN | 09 Aug 2007 | 006425 | 26 Apr 2012 |
| Poland | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Portugal | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Romania | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Russian Federation | 200900298 | 09 Aug 2007 | 015756 | 30 Dec 2011 |
| Singapore | 200900936.6 | 09 Aug 2007 | 150106 | 15 Apr 2010 |
| Slovakia | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Slovenia | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| South Korea / Republic of Korea | 2014-7010437 | 18 Apr 2014 | 1475189 | 15 Dec 2014 |
| South Korea / Republic of Korea | 2009-7004970 | 09 Aug 2007 | 1450352 | 06 Oct 2014 |
| Spain | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Sweden | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Switzerland | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| Taiwan | 96129384 | 09 Aug 2007 | I432426 | 01 Apr 2014 |
| Thailand | 0701003997 | 09 Aug 2007 | | |
| Turkey | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| United Kingdom | 07800058.5 | 09 Aug 2007 | 2049522 | 14 May 2014 |
| United States Of America | 13/650374 | 12 Oct 2012 | 8642025 | 04 Feb 2014 |
| United States Of America | 14/030199 | 18 Sep 2013 | 8900566 | 02 Dec 2014 |
| United States Of America | 14/488990 | 17 Sep 2014 | | |
| United States Of America | 14/934538 | 06 Nov 2015 | | |
| United States Of America | 11/835462 | 08 Aug 2007 | 8329159 | 11 Dec 2012 |
| Venezuela | 2007/1726 | 09 Aug 2007 | | |

**TITLE: CRYSTALLINE FORM OF METHYL ((1S)-1-(((2S)-2-(5-(4'-(2-((2S)-1-((2S)-2-((METHOXYCARBONYL)AMINO)-3-METHYLBUTANOYL)-2-PYRROLIDINYL)-1H-IMIDAZOL-5-YL)-4-BIPHENYLYL)-1H-IMIDAZOL-2-YL)-1-PYRROLIDINYL)CARBONYL)-2-METHYLPROPYL)CARBAMATE DIHYDROCHLORIDE SALT**

| Country | Filing Number | Filing Date | Grant Number | Grant |
|---|---|---|---|---|
| Argentina | P080103486 | 08 Aug 2008 | | |
| Australia | 2008284100 | 31 Jul 2008 | 2008284100 | 01 May 2014 |
| Brazil | PI0815142.3 | 31 Jul 2008 | | |
| Canada | 2695729 | 31 Jul 2008 | 2695729 | 31 Mar 2015 |
| Chile | 2354/08 | 08 Aug 2008 | 51056 | 18 Jun 2015 |
| China | 200880102478.8 | 31 Jul 2008 | 200880102478.8 | 13 Nov 2013 |
| Colombia | 10011972 | 31 Jul 2008 | | |
| Egypt | 177/2010 | 31 Jul 2008 | | |

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|---|---|---|---|---|
| Eurasian Procedure | 201000196 | 31 Jul 2008 | 018152 | 30 May 2013 |
| European Procedure (Patents) | 08796938.2 | 31 Jul 2008 | 2183244 | 23 Jan 2013 |
| France | 08796938.2 | 31 Jul 2008 | 2183244 | 23 Jan 2013 |
| Germany | 08796938.2 | 31 Jul 2008 | 602008021895.3 | 23 Jan 2013 |
| Gulf Cooperation Council | 11478 | 09 Aug 2008 | | |
| Hong Kong | 10110550.9 | 12 Nov 2010 | | |
| International Procedure | PCT/US2008/071734 | 31 Jul 2008 | | |
| Israel | 203684 | 31 Jul 2008 | 203684 | 01 Apr 2015 |
| Italy | 08796938.2 | 31 Jul 2008 | 2183244 | 23 Jan 2013 |
| Japan | 2010-520184 | 31 Jul 2008 | 5244179 | 12 Apr 2013 |
| Mexico | MX/a/2010/001368 | 31 Jul 2008 | 307552 | 27 Feb 2013 |
| New Zealand | 583148 | 31 Jul 2008 | 583148 | 08 Aug 2011 |
| Peru | 001326/2008-OIN | 08 Aug 2008 | 6534 | 18 Jul 2012 |
| Russian Federation | 201000196 | 31 Jul 2008 | 018152 | 30 May 2013 |
| Singapore | 201000835.7 | 31 Jul 2008 | 159059 | 15 Apr 2011 |
| South Korea / Republic of Korea | 2010-7002658 | 31 Jul 2008 | 1508022 | 26 Mar 2015 |
| Spain | 08796938.2 | 31 Jul 2008 | 2183244 | 23 Jan 2013 |
| Taiwan | 97130412 | 08 Aug 2008 | 359813 | 11 Mar 2012 |
| Thailand | 0801004156 | 08 Aug 2008 | | |
| United Kingdom | 08796938.2 | 31 Jul 2008 | 2183244 | 23 Jan 2013 |
| United States Of America | 12/175104 | 17 Jul 2008 | 8629171 | 14 Jan 2014 |
| Venezuela | 2008/1614 | 06 Aug 2008 | | |

**TITLE: PROCESS FOR SYNTHESIZING COMPOUNDS USEFUL FOR TREATING HEPATITIS C**

| Country | Filing Number | Filing Date | Grant Number | Grant |
|---|---|---|---|---|
| Argentina | P080103487 | 08 Aug 2008 | | |
| Australia | 2008284097 | 31 Jul 2008 | 2008284097 | 26 Apr 2013 |
| Austria | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Belgium | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Brazil | PI0815611.5 | 31 Jul 2008 | | |
| Bulgaria | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Canada | 2695711 | 31 Jul 2008 | 2695711 | 09 Sep 2014 |
| China | 200880102448.7 | 31 Jul 2008 | 200880102448.7 | 22 Jul 2015 |
| Colombia | 10-009492 | 31 Jul 2008 | 4039 | 28 Jan 2013 |
| Croatia | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Cyprus (Republic) | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Czech Republic | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Denmark | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Estonia | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Eurasian Procedure | 201000300 | 31 Jul 2008 | 017173 | 30 Oct 2012 |
| European Procedure (Patents) | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Finland | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| France | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Germany | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Greece | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Gulf Cooperation Council | 11477 | 09 Aug 2008 | | |
| Hong Kong | 10104430.8 | 06 May 2010 | | |

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|---|---|---|---|---|
| Hungary | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Iceland | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| International Procedure | PCT/US2008/071696 | 31 Jul 2008 | | |
| Ireland | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Israel | 203685 | 31 Jul 2008 | 203685 | 31 Jul 2015 |
| Italy | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Japan | 2013-149167 | 18 Jul 2013 | | |
| Japan | 2010-520174 | 31 Jul 2008 | 5324574 | 26 Jul 2013 |
| Latvia | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Lithuania | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Luxembourg | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Macao | J/001875(975) | 15 Sep 2015 | | |
| Malta | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Mexico | MX/A/10/001415 | 31 Jul 2008 | 290356 | 22 Sep 2011 |
| Monaco | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Netherlands | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Norway | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Poland | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Portugal | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Romania | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Russian Federation | 201000300 | 31 Jul 2008 | 017173 | 30 Oct 2012 |
| Slovakia | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Slovenia | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| South Korea / Republic of Korea | 2010-7002660 | 31 Jul 2008 | 1528542 | 08 Jun 2015 |
| Spain | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Sweden | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Switzerland | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| Taiwan | 97130362 | 08 Aug 2008 | I423963 | 21 Jan 2014 |
| Turkey | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| United Kingdom | 08796910.1 | 31 Jul 2008 | 2178863 | 24 Oct 2012 |
| United States Of America | 12/174860 | 17 Jul 2008 | 7728027 | 01 Jun 2010 |

**TITLE: HEPATITIS C VIRUS INHIBITORS**

| Country | Filing Number | Filing Date | Grant Number | Grant |
|---|---|---|---|---|
| Argentina | P100104176 | 10 Nov 2010 | | |
| Australia | 2010319764 | 02 Nov 2010 | | |
| Brazil | 112012011134.5 | 02 Nov 2010 | | |
| Canada | 2780790 | 02 Nov 2010 | | |
| China | 201080061158.X | 02 Nov 2010 | | |
| Colombia | 12075545 | 02 Nov 2010 | 5836 | 01 Dec 2014 |
| Eurasian Procedure | 201270616 | 02 Nov 2010 | 021194 | 30 Apr 2015 |
| European Procedure (Patents) | 10774103.5 | 02 Nov 2010 | | |
| Hong Kong | 12109225.4 | 20 Sep 2012 | | |
| International Procedure | PCT/US2010/055045 | 02 Nov 2010 | | |
| Israel | 219517 | 02 Nov 2010 | | |
| Japan | 2014-246170 | 04 Dec 2014 | | |
| Japan | 2012-538854 | 02 Nov 2010 | | |
| Macao | | | | |
| Mexico | MX/a/13/011736 | 08 Oct 2013 | | |
| Mexico | MX/A/12/005246 | 02 Nov 2010 | 326534 | 19 Dec 2014 |

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|---|---|---|---|---|
| Russian Federation | 201270616 | 02 Nov 2010 | 021194 | 30 Apr 2015 |
| South Korea / Republic of Korea | 2012-7014893 | 02 Nov 2010 | | |
| Taiwan | 104116886 | 26 May 2015 | | |
| Taiwan | 099138750 | 10 Nov 2010 | I501957 | 01 Oct 2015 |
| United States Of America | 13/956928 | 01 Aug 2013 | 9006455 | 14 Apr 2015 |

**Schedule D Territory**

Afghanistan
Algeria
Angola
Azerbaijan
Bangladesh
Belize
Benin
Bhutan
Bolivia
Botswana
Burkina Faso
Burundi
Cambodia
Cameroon
Cape Verde
Central African Republic
Chad
Comoros
Congo, Democratic Republic
Congo, Republic
Cook Islands
Costa Rica
Cote d'Ivoire
Cuba
Djibouti
Dominica
Dominican Republic
Ecuador
El Salvador
Equatorial Guinea
Eritrea
Ethiopia
Fiji
Gabon
Gambia, The
Georgia
Ghana
Grenada
Guatemala
Guinea
Guinea-Bissau
Guyana
Haiti
Honduras
India
Indonesia
Iraq
Jamaica
Kenya
Kiribati
Korea, Dem. Rep.
Laos
Lesotho
Liberia
Libya
Madagascar
Malawi
Maldives
Mali
Marshall Islands
Mauritania
Mauritius
Micronesia
Mongolia
Morocco
Mozambique
Myanmar
Namibia
Nauru
Nepal
Nicaragua
Niger
Nigeria
Niue
Pacific Islands (Palau)
Pakistan
Panama
Papua New Guinea
Paraguay
Philippines
Rwanda
Samoa
Sao Tome and Principe
Senegal
Seychelles
Sierra Leone
Solomon Islands
Somalia
South Africa
South Sudan
Sri Lanka
St Lucia
St Vincent and the Grenadines
Sudan
Suriname
Swaziland
Syria
Timor-Leste
Togo
Tonga
Tunisia
Turkmenistan
Tuvalu
Uganda
United Republic of Tanzania
Uzbekistan
Vanuatu
Vietnam
West Bank
Yemen
Zambia
Zimbabwe

**Schedule E Product Trademark**

| Schedule F COUNTRY | TRADEMARK | STATUS | APPLICATION NO. | FILING DATE | REGISTRATION NO. | REGISTRATION DATE |
|---|---|---|---|---|---|---|
| | | | | | | |
| Algeria | DAKLINZA | Pending | DZ/T/2014/003836 | 26-Oct-2014 | | |
| Argentina | DAKLINZA | Registered | 3253303 | 11-Jun-2013 | 2668159 | 14-Aug-2014 |
| Australia | DAKLINZA | Registered | 1561750 | 07-Jun-2013 | 1561750 | 07-Jun-2013 |
| Bahrain | DAKLINZA | Pending | 107406 | 14-Jan-2015 | | |
| Brazil | DAKLINZA | Pending | 840555520 | 21-Jun-2013 | | |
| Canada | DAKLINZA | Published | 1634529 | 09-Jul-2013 | | |
| Chile | DAKLINZA | Pending | 1091571 | 22-Jan-2014 | | |
| China (People's Republic) | DAKLINZA | Registered | 12741664 | 13-Jun-2013 | 12741664 | 27-Oct-2014 |
| Colombia | DAKLINZA | Registered | 14012270 | 22-Jan-2014 | 499868 | 26-Aug-2014 |
| Egypt | DAKLINZA | Published | 305083 | 16-Jul-2014 | | |
| European Community | DAKLINZA | Registered | 011884806 | 10-Jun-2013 | 011884806 | 06-Nov-2013 |
| Hong Kong | DAKLINZA | Registered | 303028725 | 11-Jun-2014 | 303028725 | 11-Jun-2014 |
| Iceland | DAKLINZA | Registered | 1508/2014 | 10-Jun-2014 | 606/2014 | 01-Sep-2014 |
| India | DAKLINZA | Pending | 2545458 | 07-Jun-2013 | | |
| Indonesia | DAKLINZA | Pending | D002014043901 | 26-Sep-2014 | | |
| Israel | DAKLINZA | Pending | 262368 | 26-Jan-2014 | | |
| Japan | DAKLINZA | Registered | 2013-044073 | 10-Jun-2013 | 5627155 | 01-Nov-2013 |
| Jordan | DAKLINZA | Published | 137729 | 09-Nov-2014 | | |
| Korea, Republic of | DAKLINZA | Registered | 40-2013-38722 | 12-Jun-2013 | 40-1038371 | 20-May-2014 |
| Kuwait | DAKLINZA | Pending | 161191 | 21-Dec-2014 | | |

| Schedule F COUNTRY | TRADEMARK | STATUS | APPLICATION NO. | FILING DATE | REGISTRATION NO. | REGISTRATION DATE |
|---|---|---|---|---|---|---|
| Lebanon | DAKLINZA | Registered | 160941 | 30-Oct-2014 | 160941 | 30-Oct-2014 |
| Macau | DAKLINZA | Registered | N/091923 | 23-Oct-2014 | N/091923 | 12-Nov-2015 |
| Malaysia | DAKLINZA | Pending | 2014064550 | 26-Sep-2014 | | |
| Mexico | DAKLINZA | Registered | 1382003 | 11-Jun-2013 | 1390474 | 15-Aug-2013 |
| Morocco | DAKLINZA | Registered | 163413 | 19-Nov-2014 | 163413 | 19-Nov-2014 |
| New Zealand | DAKLINZA | Registered | 1007511 | 23-Oct-2014 | 1007511 | 25-Apr-2015 |
| Norway | DAKLINZA | Registered | 201306918 | 10-Jun-2013 | 272354 | 23-Sep-2013 |
| Oman | DAKLINZA | Published | 91925 | 23-Dec-2014 | | |
| Peru | DAKLINZA | Registered | 582048 | 14-Jul-2014 | 215694 | 17-Sep-2014 |
| Philippines | DAKLINZA | Pending | 4-2014-011826 | 22-Sep-2014 | | |
| Qatar | DAKLINZA | Pending | 93805 | 21-Dec-2014 | | |
| Russian Federation | DAKLINZA | Registered | 2013719399 | 10-Jun-2013 | 527642 | 25-Nov-2014 |
| Saudi Arabia | DAKLINZA | Published | 1436008323 | 08-Feb-2015 | | |
| Singapore | DAKLINZA | Registered | T1417207E | 27-Oct-2014 | T1417207E | 13-Apr-2015 |
| Switzerland | DAKLINZA | Registered | 56858/2013 | 07-Jun-2013 | 648814 | 20-Sep-2013 |
| Taiwan | DAKLINZA | Registered | 102031185 | 14-Jun-2013 | 1614346 | 16-Dec-2013 |
| Thailand | DAKLINZA | Pending | 961609 | 07-Nov-2014 | | |
| Tunisia | DAKLINZA | Pending | TN/E/2014/01054 | 05-Nov-2015 | | |
| Turkey | DAKLINZA | Pending | 2013/54821 | 19-Jun-2013 | | |
| United Arab Emirates | DAKLINZA | Pending | 227552 | 22-Feb-2015 | | |
| United States of America | DAKLINZA | Allowed | 85871477 | 08-Mar-2013 | | |
| Venezuela | DAKLINZA | Published | 2014/001046 | 29-Jan-2014 | | |
| Vietnam | DAKLINZA | Pending | 4-2014-24214 | 09-Oct-2014 | | |

| Schedule F COUNTRY | TRADEMARK | STATUS | APPLICATION NO. | FILING DATE | REGISTRATION NO. | REGISTRATION DATE |
|---|---|---|---|---|---|---|
| China (People's Republic) | DAKLINZA & BOX DESIGN   | Pending | 15941289 | 16-Dec-2014 | | |
| Argentina | DAKLINZA BOX DESIGN  | Registered | 3305983 | 30-Jan-2014 | 2711123 | 18-Feb-2015 |
| Australia | DAKLINZA BOX DESIGN  | Registered | 1602893 | 28-Jan-2014 | 1602893 | 28-Jan-2014 |
| Brazil | DAKLINZA BOX DESIGN  | Pending | 840779372 | 29-Jan-2014 | | |

| Schedule F COUNTRY | TRADEMARK | STATUS | APPLICATION NO. | FILING DATE | REGISTRATION NO. | REGISTRATION DATE |
|---|---|---|---|---|---|---|
| Canada | DAKLINZA BOX DESIGN  | Pending | 1661411 | 28-Jan-2014 | | |
| Chile | DAKLINZA BOX DESIGN  | Registered | 1092778 | 28-Jan-2014 | 1154961 | 09-Feb-2015 |
| China (People's Republic) | DAKLINZA BOX DESIGN  | Pending | 13993758 | 28-Jan-2014 | | |

| Schedule F COUNTRY | TRADEMARK | STATUS | APPLICATION NO. | FILING DATE | REGISTRATION NO. | REGISTRATION DATE |
|---|---|---|---|---|---|---|
| Colombia | DAKLINZA BOX DESIGN  | Registered | 14018370 | 29-Jan-2014 | 500177 | 28-Aug-2014 |
| Egypt | DAKLINZA BOX DESIGN  | Pending | 322667 | 03-Sep-2015 | | |
| European Community | DAKLINZA BOX DESIGN  | Pending | 012541876 | 28-Jan-2014 | | |
| Hong Kong | DAKLINZA BOX DESIGN  | Pending | 303526713 | 04-Sep-2015 | | |

| Schedule F COUNTRY | TRADEMARK | STATUS | APPLICATION NO. | FILING DATE | REGISTRATION NO. | REGISTRATION DATE |
|---|---|---|---|---|---|---|
| Iceland | DAKLINZA BOX DESIGN  | Registered | 2228/2014 | 20-Aug-2014 | 810/2014 | 03-Nov-2014 |
| India | DAKLINZA BOX DESIGN  | Published | 2667865 | 28-Jan-2014 | | |
| Israel | DAKLINZA BOX DESIGN  | Pending | 262414 | 28-Jan-2014 | | |
| Japan | DAKLINZA BOX DESIGN  | Registered | 2014-006043 | 29-Jan-2014 | 5683731 | 04-Jul-2014 |

| Schedule F COUNTRY | TRADEMARK | STATUS | APPLICATION NO. | FILING DATE | REGISTRATION NO. | REGISTRATION DATE |
|---|---|---|---|---|---|---|
| Korea, Republic of | DAKLINZA BOX DESIGN  | Registered | 40-2014-6528 | 28-Jan-2014 | 40-1070345 | 17-Nov-2014 |
| Mexico | DAKLINZA BOX DESIGN  | Registered | 1452162 | 29-Jan-2014 | 1453519 | 08-May-2014 |
| New Zealand | DAKLINZA BOX DESIGN  | Published | 1026937 | 03-Sep-2015 | | |
| Norway | DAKLINZA BOX DESIGN  | Registered | 201401000 | 28-Jan-2014 | 275693 | 28-Jan-2014 |

| Schedule F COUNTRY | TRADEMARK | STATUS | APPLICATION NO. | FILING DATE | REGISTRATION NO. | REGISTRATION DATE |
|---|---|---|---|---|---|---|
| Peru | DAKLINZA BOX DESIGN  | Published | 632206-2015 | 03-Sep-2015 | | |
| Russian Federation | DAKLINZA BOX DESIGN  | Pending | 2014702413 | 29-Jan-2014 | | |
| Singapore | DAKLINZA BOX DESIGN  | Pending | 40201516138V | 16-Sep-2015 | | |
| Switzerland | DAKLINZA BOX DESIGN  | Registered | 51053/2014 | 28-Jan-2014 | 658581 | 14-May-2014 |

| Schedule F COUNTRY | TRADEMARK | STATUS | APPLICATION NO. | FILING DATE | REGISTRATION NO. | REGISTRATION DATE |
|---|---|---|---|---|---|---|
| Taiwan | DAKLINZA BOX DESIGN  | Registered | 103005624 | 28-Jan-2014 | 1659182 | 16-Aug-2014 |
| Turkey | DAKLINZA BOX DESIGN  | Registered | 2014/07724 | 30-Jan-2014 | 2014/07724 | 19-Dec-2014 |
| United States of America | DAKLINZA BOX DESIGN  | Registered | 86028244 | 04-Aug-2013 | 4846517 | 03-Nov-2015 |
| Venezuela | DAKLINZA BOX DESIGN  | Pending | 2014/001203 | 30-Jan-2014 | | |

| Schedule F COUNTRY | TRADEMARK | STATUS | APPLICATION NO. | FILING DATE | REGISTRATION NO. | REGISTRATION DATE |
|---|---|---|---|---|---|---|
| China (People's Republic) | DAKLINZA in Chinese Characters (Bai Li Ze) 百立泽 | Published | 15367419 | 18-Sep-2014 | | |
| China (People's Republic) | DAKLINZA in Chinese Characters (Da Wei An) 达维安 | Pending | 15235746 | 27-Aug-2014 | | |
| China (People's Republic) | DAKLINZA in Chinese Characters (Da Wei An) (simsun font) 达维安 | Pending | 16303414 | 04-Feb-2015 | | |
| China (People's Republic) | DAKLINZA in Chinese characters (Dai Li An) 戴立安 | Pending | 15460952 | 08-Oct-2014 | | |
| China (People's Republic) | DAKLINZA in Chinese characters (De Er Lin) 德尔林 | Published | 15460951 | 08-Oct-2014 | | |

| Schedule F COUNTRY | TRADEMARK | STATUS | APPLICATION NO. | FILING DATE | REGISTRATION NO. | REGISTRATION DATE |
|---|---|---|---|---|---|---|
| China (People's Republic) | DAKLINZA in Chinese Characters (Shi Lian Ze)<br>施联泽 | Published | 15367418 | 18-Sep-2014 | | |
| Hong Kong | DAKLINZA in chinese characters (Tan Ke Gan)<br>坦克干 | Registered | 303028734 | 11-Jun-2014 | 303028734 | 11-Jun-2014 |
| Taiwan | DAKLINZA in Chinese Characters (TAN KE GAN)<br>坦克干 | Published | 103030942 | 03-Jun-2014 | | |
| China (People's Republic) | DAKLINZA in chinese characters (Tan Ke Sha)<br>坦克鲨 | Published | 14511915 | 05-May-2014 | | |
| Russian Federation | DAKLINZA in Cyrillic<br>ДАКЛИНЗА | Registered | 2014700744 | 15-Jan-2014 | 545042 | 03-Jun-2015 |

| Schedule F COUNTRY | TRADEMARK | STATUS | APPLICATION NO. | FILING DATE | REGISTRATION NO. | REGISTRATION DATE |
|---|---|---|---|---|---|---|
| Israel | DAKLINZA in Hebrew<br>דקלינזה | Pending | 266652 | 15-Jul-2014 | | |
| Japan | DAKLINZA in Katakana (dakurainza)<br>ダクラインザ | Registered | 2013-057205 | 23-Jul-2013 | 5641370 | 10-Jan-2014 |
| Japan | DAKLINZA in Katakana (Dakuruinza)<br>ダクルインザ | Registered | 2013-057204 | 23-Jul-2013 | 5641369 | 10-Jan-2014 |

## Schedule G Technical Transfer Package

(see attached list)