

Amendment No. 1 to the HCV Elimination Program Agreement

This Amendment No. 1 to the HCV Elimination Program Agreement (this “**Amendment No. 1**”), effective January 20, 2020 (the “**Amendment No. 1 Effective Date**”) is entered into by and between Gilead Sciences Ireland UC, an Irish unlimited liability company with its principle place of business at IDA Business & Technology Park, Carrigtohill, Co. Cork, Ireland (“**Gilead**”) and the Ministry of Internally Displaced Persons from the Occupied Territories, Labour, Health and Social Affairs of Georgia, as the competent legal successor organization of the Former Ministry of Labour, Health and Social Affairs of Georgia and as the competent governmental Agency to represent Georgia according by Georgian governmental decree, 11 April, 2016 N610 (“**Hereinafter - MoLHSA**”).

Background

A. Gilead and MoLHSA have entered into that certain HCV Elimination Program Agreement dated April 15, 2016, as amended (the “**Agreement**”), pursuant to which the parties agreed to certain terms under which they would carry out the Program for the elimination of HCV in Georgia (as further described in the Agreement); and

B. The parties now desire to amend the Agreement such that Gilead will be deemed to fulfill its Product supply obligations for the Program by coordinating the supply of generic versions of its medicines for the treatment of HCV, all as more fully described in this Amendment No. 1 below.

Now, therefore, in consideration for the terms and conditions contained herein, Gilead and MoLHSA agree as follows:

1. **Definitions.** All capitalized terms used and not otherwise defined in this Amendment No. 1 shall have the meanings assigned to them in the Agreement.

2. **Section 1.1.2.** Section 1.1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:


“1.1.2 **Gilead Obligation.** In connection with the Program, Gilead agrees to (a) supply one or more of its pharmaceutical products for the treatment of HCV or (b) coordinate the supply of generic versions of its pharmaceutical products for the treatment of HCV. For purposes of this Agreement, “**Products**” shall mean, individually and collectively, (i) any of Gilead’s pharmaceutical formulations sold under the brand names Sovaldi®, Harvoni®, and Epclusa® (“**Branded Product**”) or (ii) any pharmaceutical product that constitutes a generic version of Sovaldi®, Harvoni®, or Epclusa®, to the extent the supply of such generic version is coordinated by or through Gilead (“**Generic Product**”). For clarity, Gilead will have the right in its discretion to supply (or coordinate the supply of) either Generic Product or Branded Product according to the term set forth herein.”

3. **Termination.** For the avoidance of doubt, this Amendment No. 1 shall terminate together with any termination of the Agreement.


Miscellaneous. This Amendment No. 1 embodies the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous communications, representations or understandings, and agreements, whether oral or written, between the parties relating to the subject matter hereof. Except as expressly amended by this Amendment No. 1. This Amendment No. 1 shall be effective as of the Amendment No. 1 Effective Date, and may not be modified except by written agreement between the parties. The terms and conditions of the Agreement will remain in full force and effect **(including Section 7.2 of the Agreement)**.

In witness whereof, the parties hereto have executed this Amendment No. 1 as of the dates set forth below.

Gilead Sciences Ireland UC

By 
Name: DAVID CAPOGIAN
Title: DIRECTOR
Date: 17TH FEBRUARY 2020

**The Ministry of Internally Displaced Persons from the
Occupied Territories, Labour, Health and Social Affairs
of Georgia**

By 
Name: Ekaterine Tikaradze
Title: Minister
Date: January 20, 2020