



GILEAD

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Improving Lives.

May 9, 2017

VIA FEDERAL EXPRESS

Ministry of Labour
Health and Social Affairs of Georgia
Mr. David Sergeenko
144 Akaki Tsereteli Ave.
Tbilisi, 0119
Georgia

Re: HCV Elimination Agreement

Dear Mr. Sergeenko:

Enclosed are two partially executed Agreements that require counter signatures. Can you please sign both originals and return one to my attention at the address listed below?

Please contact Christina Carlson at 650-372-7054 if you have questions or if you need additional information regarding the enclosed documents. Thank you in advance for your assistance.

Sincerely,

Lisa Cleary
Corporate Legal

Enclosures

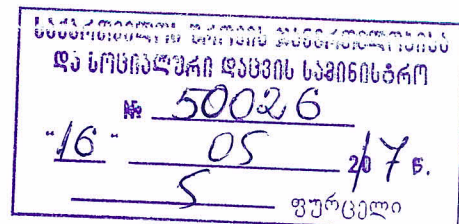


საქართველოს შრომის, ჯანმრთელობისა და
სოციალური დაცვის სამინისტრო

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May 4, 2017

To Minister of Labour, Health and Social Affairs of Georgia
Attn: David Sergeenko
#144 Akaki Tsereteli Ave.
0119, Tbilisi
Georgia

Re: Bottles of SOVALDI® for Belarus and Armenia

Dear David,

This notice is in regard to The HCV Elimination Program Agreement between Gilead Sciences Ireland UC (“**Gilead**”) and Georgia, represented by the Ministry of Labour, Health and Social Affairs of Georgia (“**MoLHSA**”) dated April 15, 2016 (the “**HCV Agreement**”), pursuant to which Gilead and MoLHSA agreed to carry out a Program to eliminate Hepatitis C Virus in Georgia. As part of the Program, Gilead has previously supplied to the MoLHSA certain quantities of its product SOVALDI® (“**Sovaldi**” as defined in the HCV Agreement). All capitalized terms not defined herein shall have the meanings assigned to them in the HCV Agreement.

As discussed, Gilead hereby agrees that, notwithstanding the terms and conditions of the HCV Agreement, MoLHSA may supply up to 4,500 bottles of Sovaldi currently in the possession of MoLHSA and previously provided by Gilead to MoLHSA (the “**Sovaldi Units**”) as follows: 1,500 bottles of Sovaldi to the Republic of Belarus (represented by the Government or Ministry of Health of the Republic of Belarus) (the “**Belarus Recipient**”) and 3,000 bottles of Sovaldi to the Republic of Armenia (represented by the Government or Ministry of Health of the Republic of Armenia) (the “**Armenia Recipient**”).

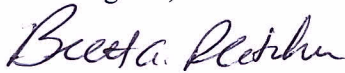
As a condition to supplying the Sovaldi Units to the Belarus Recipient and/or the Armenia Recipient, MoLHSA agrees as follows:

1. **Gilead provides no warranty, express or implied, with respect to the Sovaldi Units, including the quality thereof, and disclaims all liability with respect to any such Sovaldi Units.**
2. Any distribution of the Sovaldi Units to the Belarus Recipient is subject to the Belarus Recipient agreeing that only patients infected with HCV that reside in Belarus will receive such Sovaldi Units.
3. Any distribution of the Sovaldi Units to the Armenia Recipient is subject to the Armenia Recipient agreeing that only patients infected with HCV that reside in Armenia will receive such Sovaldi Units.
4. MoLHSA will not supply any Sovaldi Units with an expired shelf life. MoLHSA shall ensure that the Sovaldi Units are maintained at the temperature displaying on the product and carton label (whether while in storage or in transport).
5. MoLHSA will indemnify and hold harmless Gilead, for any loss, liability, damage or expense resulting from any claim arising from the use, distribution, storage or handling of the Sovaldi Units by MoLHSA, the Belarus Recipient, the Armenia Recipient, or any other third party.

6. MoLHSA shall enter into an agreement with the Belarus Recipient consistent with the provisions provided in this notice, and under which agreement the Belarus Recipient shall be responsible for providing drug safety reports with respect to such Sovaldi Units to MoLHSA sufficient to enable MoLHSA to comply with Section 7.1 of the HCV Agreement.
7. MoLHSA shall enter into an agreement with the Armenia Recipient consistent with the provisions provided in this notice, and under which agreement the Armenia Recipient shall be responsible for providing drug safety reports with respect to such Sovaldi Units to MoLHSA sufficient to enable MoLHSA to comply with Section 7.1 of the HCV Agreement.
8. MoLHSA will remain responsible for the traceability of the Sovaldi Units and upon request from Gilead, reasonably assist Gilead in the implementation of any recall of the Sovaldi Units, or in connection with any other reconciliation or traceability activity that Gilead reasonably deems necessary with respect to the Sovaldi Units.
9. The Sovaldi Units are not being provided as an inducement or reward for the purchase, use or recommendation of any pharmaceutical product manufactured or marketed by Gilead or affiliates of Gilead, or to promote such products.
10. Any dispute or controversy arising in connection with this letter agreement shall be finally settled in accordance with the terms set forth in Section 7.2 of the HCV Agreement.

Please have the appropriate authorized representative of MoLHSA sign where indicated below. By countersigning this letter MoLHSA is indicating its agreement to the terms stated herein.

Kind Regards,

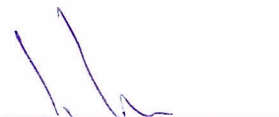


Brett Pletcher
Director
Gilead Sciences Ireland UC

ACKNOWLEDGED and AGREED

Date:

**Ministry of Labour, Health and Social
Affairs of Georgia**



Name: David Sergeenko
Title: Minister