Confidential

Version 7-1-2015

MATERIAL TRANSFER AGREEMENT
FOR COMBINATIONAL USE OF MARKETED COMPOUND IN ANTI-RETROVIRAL THERAPY
(For Tests In Vitro or in Laboratory Research Animals-Not for Use in Humans)

This Material Transfer Agreement For Combinational Use of Marketed Compound in Anti-Retroviral Therapy for the study entitled "[STUDY TITLE]", [PROVIDER'S INTERNAL IDENTIFICATION #, IF APPLICABLE] (this "Agreement") is by and between [PROVIDER NAME], with an address at [PROVIDER ADDRESS] ("Provider") and [RECIPIENT NAME], with an address at [RECIPIENT ADDRESS] ("Recipient"), and sets forth the terms and conditions under which Provider will provide to Recipient, through Recipient's investigator [INVESTIGATOR NAME] with an address at [INVESTIGATOR ADDRESS] ("Investigator"), the following compound: [COMPOUND NAME] ([COMPOUND AMOUNT]) (the foregoing, including any derivatives, analogs, modifications or components thereof, collectively, the "Compound").

WHEREAS, Recipient and/or Investigator has requested Compound from Provider for the purpose of conducting research related to HIV therapies;

WHEREAS, Provider is part of a group of pharmaceutical companies who have agreed to provide their respective compounds on standardized terms and conditions for the purpose of fostering innovation and research in the area of HIV therapies and is willing to provide Compound on such terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Investigator and Recipient hereby certify, represent and warrant that Investigator (a) is regularly engaged in conducting tests in vitro or in laboratory research animals and is qualified by training and/or experience to conduct such tests on the Compound and (b) maintains adequate facilities for the investigation of the Compound, both (a) and (b) in accordance with all applicable laws, rules and regulations relating to use of the Compound and, for Compound that is a new drug, in accordance with Sections 505 and 512 of the U.S. Federal Food, Drug and Cosmetic Act, as amended, and the regulations issued under such Act.

2. Subject to availability and its own sole discretion, and the terms and conditions of this Agreement, Provider shall supply Recipient with an amount of Compound as specified in Attachment A for the permitted uses under this Agreement. The permitted use of the Compound ("Research") under this Agreement is described in Attachment A. Provider acknowledges and agrees that the Research shall include use of the Compound in combination with other anti-retroviral therapies provided by;

   [COLLABORATING PROVIDER 1 NAME, AND ARV COMPOUND NAME;
   COLLABORATING PROVIDER2 NAME AND ARV COMPOUND NAME (IF APPLICABLE), and
   COLLABORATING PROVIDER COMPANY 3 NAME AND ARV COMPOUND NAME (IF APPLICABLE)]
   (each individually a "Collaborator", and collectively, "Collaborators").

   The Compound will be used only by Investigator, or personnel under Investigator's direct supervision, at Investigator's address identified above, for investigational tests in vitro or in laboratory research animals solely for the Research, and will not be used for any other purpose nor supplied to any other investigator or third party, or used in humans. Investigator and Recipient confirm and agree that the Research is being conducted by Investigator on his/her own behalf, and/or on behalf of Recipient, and is not being performed for or on behalf of any third party. The Research may not be expanded or modified without the prior written consent of Provider. The Compound will not be used by Recipient or Investigator to support the

development of any commercial product containing the Compound, including but not limited to any analogues or derivatives thereof. Investigator and Recipient will properly dispose of (in accordance with all applicable laws, rules and regulations relating to such disposal) or return to Provider, at Provider's election, all unused supplies of the Compound if the Research is discontinued or completed, or upon termination of this Agreement pursuant to Paragraph 9.

3. Neither Investigator nor Recipient will chemically or pharmaceutically modify the Compound except as specified in Attachment A.

4. Promptly following completion of the Research, or upon the expiration or termination of this Agreement pursuant to Paragraph 9, or upon written request, and in each case no later than thirty (30) days after such completion, expiration, termination or request, Investigator and/or Recipient will send results acquired through use of the Compound, including but not limited to any reports of teratogenicity, mutagenicity or carcinogenicity ("Study Results"), to Provider for its use in the ordinary course of business. Investigator and/or Recipient will provide Provider with preprints of abstracts, presentations and manuscripts or summaries regarding the use of the Compound ("Publication Submissions") at least thirty (30) days prior to submission for publication or presentation for informational purposes and will acknowledge Provider in any such publications or presentations. All of such Study Results and/or Publication Submissions shall be sent to:

[PROVIDER CONTACT]
[PROVIDER NAME]
[PROVIDER ADDRESS]

5. Investigator and Recipient will comply with all federal, state and local laws, rules and regulations and guidelines regarding any use of the Compound and/or its handling. Recipient and Investigator shall keep full records regarding its or their use and handling of the Compound and shall provide a copy of such records to Provider within thirty (30) days of termination of this Agreement or Provider's written request during the term of this Agreement. Recipient or Investigator will notify Provider in writing of any deviations from applicable regulatory or legal requirements. Investigator and Recipient hereby certify that they will not and have not employed or otherwise used in any capacity the services of any person or entity debarred under Section 21 USC 335a in performing the Research hereunder. Recipient shall notify Provider in writing immediately if any such debarment occurs or comes to its attention, and shall, with respect to any person or entity so debarred promptly remove such person or entity from performing any service, function or capacity related to the Research. Provider shall have the right, in its sole discretion, to terminate this Agreement immediately in the event of any such debarment. The Compound is solely for use in Research and has not been approved for human use by Investigator or Recipient hereunder. Investigator and Recipient agree that they will not administer the Compound, either directly or indirectly, to humans in any manner or form whatsoever.

(a) If animals are used in the Research, Investigator and Recipient will comply with the Animal Welfare Act or any other applicable local, state, national and international laws or regulations relating to the care and use of laboratory animals. Investigator shall use the highest standards, such as those set forth in the Guide for the Care and Use of Laboratory Animals (NRC), for the humane handling, care and treatment of such research animals. Any animals that receive the Compound in the course of the Research, or products derived from those animals, such as eggs or milk, will not be used for food purposes, nor will these animals be used for commercial breeding purposes.

(b) If human biological samples ("HBS") are used in the Research, Investigator and Recipient will comply with applicable federal, state and local laws and regulations and guidelines regarding the use of HBS (including but not limited to the collection, storage, use and disposal of HBS), and shall ensure that all

necessary authorizations, licenses, consents (*e.g.*, from donors) and approvals (*e.g.*, from an ethics committee) have been obtained.

6. Intellectual Property

(a) Provider retains all right, title and interest in and to the Compound and intellectual property rights subsisting in the Compound. This Agreement does not give Recipient or Investigator any right or license to any Compound or any intellectual property or other rights owned by or licensed to Provider, by implication or otherwise, except the right to use the Compound solely for the Research.

(b) Recipient and Investigator will promptly notify each party set forth in Attachment B hereto (each a "Company Member") of any inventions, improvements, discoveries, materials, processes, formulas, know-how or other innovations arising from the Research (each, an "Invention").

(c) In consideration of providing Compound hereunder, Recipient and Investigator hereby grant each Company Member a worldwide, fully paid-up, royalty-free, perpetual, irrevocable, non-exclusive, sublicensable license to practice any Invention solely for research purposes (the "Research License"). Also in consideration of the spirit of this agreement, set forth above, Recipient and Investigator hereby agree to grant a non-exclusive license of the same scope as in the foregoing sentence, to any entity, public or private, who requests to practice any Invention solely for research purposes.

(d) Further, Recipient and Investigator hereby grant Provider a worldwide, fully paid-up, royalty-free, perpetual, irrevocable, non-exclusive, sublicensable license to practice any Invention which relates specifically to the Compound for any lawful purpose.

(e) Recipient and Investigator understand and agree that they are permitted to use the Compound only for the purpose of the Research, subject always to the terms and conditions of this Agreement. In the event that Recipient or Investigator uses the Compound for purposes other than the Research (singly and collectively, "Unauthorized Use"), any inventions, improvements, discoveries, materials, processes, formulas, know-how or other innovations relating to the Compound or the manufacture or use thereof, whether or not patentable, made by Recipient or Investigator and/or any other employees or agents of Recipient and arising from such Unauthorized Use (referred to hereinafter as an "Other Invention") shall be the sole and exclusive property of Provider. Recipient or Investigator and/or any other employees or agents of Recipient (as applicable) shall, upon request by Provider, promptly execute any and all applications, assignments, or other instruments which Provider deems necessary or useful in order to prepare any patent applications covering Other Inventions and in order to assign and convey to Provider the sole and exclusive right, title and interest in and to such Other Inventions. Recipient shall promptly notify Provider in writing of any Other Inventions. Any patent applications covering an Other Invention considered necessary in the reasonable legal and business judgment of Provider will be prepared and filed solely at Provider's discretion and at its expense. Recipient agrees to provide Provider with reasonable assistance in the preparation, filing and maintenance of such patent applications. Recipient shall not disclose an Other Invention to any third party or make any public disclosure of an Other Invention except as may be required by law.

7. Confidentiality.

(a) "Confidential Information" means trade secrets, privileged records, technical information, tangible materials, and other proprietary technology and business information relating to the Compound, disclosed by Provider to Recipient and/or Investigator. Recipient and Investigator shall maintain any and all

Confidential Information in confidence and shall not use Confidential Information except as necessary to conduct the Research as described herein, nor shall they release or disclose any tangible or intangible component thereof to any third party without the prior written consent of Provider to said release or disclosure (other than to the extent required by applicable law in connection with Study Results or Publication Submissions). Recipient and Investigator agree that they will inform employees, students and post-docs working on the Research of, and cause them to agree to adhere to, the confidentiality provisions of this Agreement.

(b) Confidential Information shall not include information that Recipient or Investigator can establish:

(i) was known to Recipient or Investigator and reduced to writing prior to disclosure by Provider;

(ii) was lawfully obtained by Recipient or Investigator without restriction from a third party not under any obligation of confidentiality to Provider or its affiliates; or

(iii) at or after disclosure hereunder, becomes publicly available by publication or otherwise, through no fault of Recipient or Investigator.

8. Except to the extent prohibited by law, or, in the event Recipient is a state or federal institution, to the extent permitted by applicable state or federal law, Recipient will fully indemnify and hold Provider, its affiliates, shareholders, officers, directors, employees and agents harmless from any and all liability, including attorneys' fees, that may attach to or flow from Recipient's use of the Compound, except in the event and to the extent of Provider's gross negligence or willful misconduct. RECIPIENT UNDERSTANDS THAT THE COMPOUND IS SUPPLIED "AS IS" AND IS PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. RECIPIENT AND INVESTIGATOR ACKNOWLEDGE THAT THE COMPOUND IS EXPERIMENTAL IN NATURE AND MAY HAVE UNKNOWN HAZARDOUS CHARACTERISTICS, THAT THEY ARE AWARE OF THE RISKS OF WORKING WITH EXPERIMENTAL COMPOUNDS AND THAT THEY WILL STRICTLY ADHERE TO PROPER LABORATORY PROCEDURES FOR HANDLING CHEMICALS WITH UNKNOWN HAZARDS. THE COMPOUND WILL NOT BE USED IN HUMANS.

9. The term of this Agreement shall commence on the date this Agreement is executed by Provider and shall expire on the second (2nd) anniversary thereafter. Provider or Recipient may terminate this Agreement at any time and for any reason upon thirty (30) days prior written notice to the other party. No further use may be made of the Compound by Investigator or Recipient after expiration or termination. The provisions of Paragraphs 2, 3, 4, 5, 6, 7 and 8, and all definitions relating to the foregoing, shall survive any expiration or termination of this Agreement.

10. Recipient shall obtain, secure and provide (at its own cost and expense) any regulatory consents or licenses required by any relevant import and export authorities.

11. Recipient fully guarantees the certifications, representations and warranties made by Investigator in this Agreement and shall ensure Investigator's compliance with the requirements and obligations applicable to Investigator pursuant to this Agreement. Without limiting any remedies or recourse Provider may have against Investigator, Recipient shall be directly and fully liable for any breach of or noncompliance with this Agreement by Investigator.

12. This Agreement is personal to the Recipient and is not assignable or transferable by Recipient without the prior written consent of Provider to be provided in its sole discretion. The Recipient shall not otherwise

assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its or their rights and responsibilities under this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties intending to be legally bound have caused this Agreement to be executed by duly authorized representatives, or on their own behalf, as of the last date signed below.

[PROVIDER NAME]

By: _____

_____
Name

_____
Title

_____
Date

[RECIPIENT NAME]

By: _____

_____
Name

_____
Title

_____
Date

Read and understood by Investigator:

By: _____

_____
Name

_____
Title

_____
Date