Yours faithfully,

Tatsuhiro Isogai
Director of Division of International Cooperation
National Institute of Infectious Diseases

Material Transfer Agreement №82

This Agreement is entered into on March 23, 2020 by and between FUJIFILM Toyama Chemical Co., Ltd., existing and organized under the laws of Japan having its principal place of business at 14-1 kyobashi 2-chome, Chuo-ku, Tokyo 104-0031 Japan (hereinafter "FFTC") and MINISTRY OF HEALTH, Mongolia, having its principal office at Government building-8, Olympic street-2, Sukhbaatar duureg, (hereinafter "Recipient"). FFTC and Recipient may be referred to herein individually as a "Party" or collectively, as the "Parties".

In connection with the potential clinical use of the Drug Products (hereinafter defined) by Ministry of Health and its medical practitioners (hereinafter "Subrecipients"), the Parties agree as follows:

Article 1. Subject matter of the Agreement

The Drug Products supplied from FFTC to Recipient are used by Subrecipients for emergency treatment of COVID-19 infections in human being subject to the provisions of this Agreement. Recipient shall deliver the Drug Products to Subrecipients and manage it under this Agreement.

Article 2. Definitions

"Adverse Event (AE)" means any untoward medical occurrence in a patient administered the Drug Product and which does not necessarily have to have a causal relationship with this treatment. An AE can therefore be any unfavorable and unintended sign (for example, an abnormal laboratory finding), symptom, or disease temporally associated with the use of the Drug Product, whether or not considered related to the Drug Product.

"Applicable Laws" means all statutes, ordinances, regulations, rules, guidance, standards or orders of any kind whatsoever of any multi-national, federal, state, local, municipal or other government authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, court or other tribunal) that may be in effect from time to time and applicable to the activities contemplated by this Agreement.

"Drug Product" or "Drug Products" mean favipiravir, an anti-viral agent, in the form of 200 mg tablet. The singular includes the plural and vice versa.

Product in clinical studies) as FFTC considers necessary or useful for Subrecipients on clinical use of the Drug Products.

3.2 FFTC shall deliver the Drug Products to Recipient in accordance with a manner Recipient requests and FFTC agrees on.

Article 4. Obligations of Recipient

4.1 Recipient shall undertake the following with regard to the Drug Products received under this Agreement.

(1) Recipient shall comply with Applicable Laws controlling the storage, shipment, distribution, import and similar actions in respect of the Drug Products, following Recipient's taking delivery of the Drug Products when they have been delivered as envisaged in Section 3.2 of this Agreement.

(2) Recipient shall not provide the Drug Product to any third party other than Subrecipients.

(3) Recipient shall report to FFTC every March inventory (esp. number of tablets used, number of tablets in stock and etc.) of the Drug Product attached hereto as Exhibit B that was issued by Subrecipients. Recipient shall maintain records of all information provided by Subrecipients and accept the periodical inspections and copy of such records by FFTC.

(4) Recipient shall report to FFTC any and all SAEs in patients to whom the Drug Product is administered within five (5) business days after Recipient's receiving official report of such SAE from Subrecipients. All SAEs shall be reported in a CIOMS I form in English. The Recipient will provide any follow-up information considering the SAEs as requested by FFTC. In addition, Recipient shall submit to FFTC a quarterly report of any and all AEs reported by Subrecipients. The quarterly report shall also include information on pregnant women, lactating women, overdose, accidental ingestion, abuse or medication error. A sample of the quarterly report is shown in Exhibit C. If applicable, the quarterly report shall be submitted to FFTC by the tenth (10th) day of every quarter of the year.

(5) Recipient shall provide FFTC with a written quarterly report as to any Treatment Results assessed by Subrecipients as well as the quarterly report for the AEs.

4.2 Recipient shall undertake the following management for the Subrecipients and Recipient shall be liable to FFTC for the breach of such obligations by

Subrecipients.

(1) The Drug Products are stored, handled and used at Subrecipients in accordance with this Agreement solely for the purpose of emergency treatment of those who have or are suspected of having been infected by COVID-19 and where a medical practitioner finds it necessary to dispense and administer the Drug Products as a part of patient's treatment and shall not use or allow any third party to use the Drug Products for any other medical, commercial, or other purpose whatsoever without the prior written consent of FFTC.

(2) Subrecipients keep all Drug Products, any documents and other manifestations in any type of media containing Information, and the Treatment Results in a safe place and to prohibit access by unauthorized third parties.

(3) Subrecipients keep the records of all use of the Drug Products, which shall contain data relating to the safety and efficacy of the Drug Products when administered to subjects on a subject-by-subject basis at Subrecipients, and Subrecipients destroy the Drug products which are not used for treatment and expired.

4.3 Recipient acknowledges that (a) the Drug Product has not been approved in any country for treating any anti-viral infection except for a limited conditional approval in Japan for treating of novel or re-emerging influenza virus infections, and (b) in studies of the Drug Product in humans, certain toxicities and adverse side effects have been observed. Furthermore, Recipient shall keep Subrecipients fully informed such information as above mentioned and safety /efficacy information of the Drug Products provided by FFTC from time to time.

Article 5. **Intellectual Property Rights**

5.1 Unless otherwise expressly and specifically provided in this Agreement, nothing contained herein shall be deemed to grant Recipient any right or license under any patent or patent application or under any know-how, technology or invention currently owned or later secured by FFTC.

5.2 Recipient shall not seek to obtain any intellectual property rights (hereinafter "**IPRs**") on the Drug Products and Information.

5.3 FFTC and Recipient acknowledge that any IPRs on the Drug Products and Information obtained by FFTC before the Effective Date will not be affected by this Agreement.

5.4 FFTC may have used technology protected by IPRs for the generation, modification and/or development of the Drug Products.

5.5 To the extent allowed by Applicable Laws, FFTC shall have full, unrestricted access and unlimited use rights to any Treatment Results for lawful purposes; provided that such use thereof shall not be deemed to restrict Recipient's publication rights.

Article 6. **Provisions of Information**

6.1 When information provided to Recipient by FFTC in relation to this Agreement ("**Information**") is described by FFTC as confidential, Recipient shall treat the Information as strictly confidential and shall only use the Information for the purpose for which it was provided. Recipient shall undertake to disclose any such Information only to Subrecipients and its persons who have a need to know under this Agreement and who are bound by the like obligations of confidentiality and restrictions on use as contained herein. Recipient shall be liable to FFTC for the breach of such obligations by Subrecipients and its persons as aforesaid.

6.2 Notwithstanding the preceding Section 6.1, there will be no obligation of confidentiality or restriction on use where:

(1) the Information is publicly available, or becomes publicly available, otherwise than by action of Recipients and/or Subrecipients;

(2) the Information was already known to Recipient (as evidenced

8.3 Recipient shall defend, indemnify and hold FFTC harmless from any claims or liability resulting from any use, storage, shipment, distribution, import, disposal or other action in respect of the Drug Products supplied to Recipient under this Agreement and/or the Information by Recipient and/or Subrecipients, including, but not limited to, any product liability claim, tort claim or intellectual property infringement, violation or misappropriation claims.

Article 9. Termination of the Agreement

9.1 This Agreement shall be effective upon the Effective Date and end at expiry date of the Drug Product.

9.2 Upon the occurrence of any material breach of this Agreement by Recipient or any unavoidable circumstance, FFTC may terminate this Agreement with immediate effect by giving with written notice of termination specifying the nature of the material breach to Recipient.

9.3 In case of a termination of this Agreement set forth in the preceding Section 9.1 or 9.2, Recipient (i) shall ensure that Subrecipients cease any and all use of any Drug Products and Information, and destroy any such Drug Products and Information within thirty (30) days from the termination of the Agreement and shall report to FFTC such destruction in writing including the number of expired Drug Product, (ii) shall cease any and all use of Information, and destroy any such Information within thirty (30) days from the termination of the Agreement and shall report to FFTC such destruction and (iii) shall cease utilizing any FFTC's IPRs.

9.4 The rights and obligations of Recipient and FFTC, which by intent or meaning have validity beyond such termination including, but not limited to, rights with respect to **Article 5** (with respect to FFTC's IPRs), **Article 6** (Confidentiality), **Section 7.3** (Compliance with Applicable Laws), **Article 8** (Indemnification), **Article 9** (Termination) and **Article 11** (Dispute Resolution) shall survive the expiration or termination of this Agreement.

Article 10. Notice

10.1 All notices and reports which are required or permitted hereunder shall be in writing and sufficient if delivered personally, sent by facsimile (and promptly confirmed by personal delivery, registered or certified mail or overnight courier),

sent by internationally recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the addressees set forth in Exhibit A attached hereto.

10.2 Notwithstanding the above, all reports of adverse events required under Section 4.1 (4) shall be submitted to the addressees set forth in Exhibit A attached hereto.

Article 11. Dispute Resolution

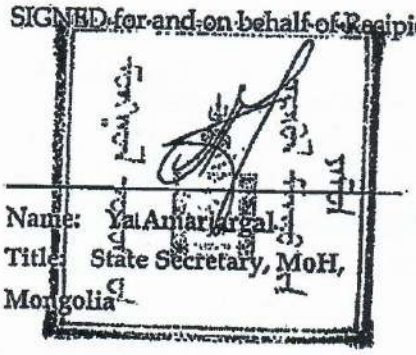
11.1 Any dispute, controversy, difference or claim of a legal nature which may arise between the Parties, out of or in relation to or in connection with this Agreement (including, but not limited to, arising out of or relating to the validity, construction, interpretation, enforceability, breach, performance, application or termination of this Agreement) that is not resolved after three(3)-months from its beginning through negotiations or other amicable, non-binding means of the Parties' choice including conciliation, shall be settled by binding arbitration administered by the Japan Commercial Arbitration Association pursuant to its commercial arbitration rules then in effect. The seat of the arbitration shall be in Tokyo. The arbitral proceedings shall be conducted in English

11.2 Any matter relating to the interpretation or application of this Agreement which is not covered by its terms will be resolved by reference to the laws of Japan. The parties hereto expressly agree that the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) to this Agreement shall be strictly excluded.

Article 12 **Signature and Acceptance**

In WITNESS Whereof, this Agreement has been duly executed by the Parties.

SIGNED for and on behalf of Recipient



Name: Ya.Amarjargal
Title: State Secretary, MoH, Mongolia

SIGNED for and on behalf of FFTC

Name: Koichi Yamada
Title: Director, International Affairs

Exhibit A

Lists of Addressees

1. Addressees set forth in Section 10.1.

If to FFTC, to:

FUJIFILM Toyama Chemical Co., Ltd.
Attn: Koichi Yamada, Director, International Affairs
14-1 Kyobashi 2-chome, Chuo-Ku, Tokyo, 104-0031, Japan
E-mail: koichi.yamada@fujifilm.com
Facsimile: +81-3-3348-6460

If to Recipient, to:

Name: **Ministry of Health, Mongolia**
Attn: Tsetsensanaa Gungaajav, Head of Pharmaceuticals, Medical Devices, Manufacturing Division

E-mail: **tsetsensanaa.g@gmail.com**
Facsimile: (976-11) 323541

2. Addressees set forth in Section 10.2. (for Reports of Adverse Events)

To FFTC:

FUJIFILM Toyama Chemical Co., Ltd.
Attn: Manager of Pharmacovigilance Group
Safety Management Department
E-mail:
TO: tc-safetyinfo@fujifilm.com
CC: keiji.maki@fujifilm.com
makoto.b.saito@fujifilm.com
Facsimile: +81-3-5250-6520

INVOICE

Purchase Order: TechLab.-6

Supplier order confirmation/reference number: —

March 31, 2020

Ministry of Health,Mongolia

IWAI CHEMICALS COMPANY
3-2-10 Nihonbashi-Honcho
Chuo-ku Tokyo 103-0023 JAPAN
Sales 2nd section Phone +81-3-3864-1458
FAX +81-3-3864-1492
CEO MASAO IWAI

Grand Total JPY 1,711,512 ¥26.22 / 2020.04.06.

The price including tax

PRODUCT	Quantity		Unit Price(JPY)	total (JPY)
AP.BIO 4323969 TaqMan プローブキット	1KT	14	63,600	890,400
AP.BIO 450003 TaqMan TAMRA Probe	1PK	4	156,900	627,600
AP.BIO Primer [N_Sarbeco_F1] 19mer	1PK	4	2,280	9,120
AP.BIO Primer [N_Sarbeco_R1] 20mer	1PK	4	2,400	9,600
AP.BIO Primer [NIID_2019-nCOV_N_F2] 20mer	1PK	4	2,400	9,600
AP.BIO Primer [NIID_2019-nCOV_N_R2] 20mer	1PK	4	2,400	9,600
		Total		1,555,920
Mizuho Bank,Ltd Nihonbashi branch office (Current)0100481		Tax		155,592
		Grand Total		1,711,512

ТӨСВИЙН БАЙГУУЛЛАГЫН ГАДААД ХӨРВҮҮЛГИЙН МЭДҮҮЛЭГ

/англи хэлээр/

Д/д	Шилжүүлэгчийн мэдээлэл /англи хэлээр/	
1	Гуйвуулагчийн байгууллагын нэр	Mongolia Ministry of health
2	Регистрийн дугаар	9087443
3	Холбогдох утасны дугаар/ гар утасны дугаар/	G.Dogsmaa (976-96050508)
4	Хаяг	Olympic street 2, Sukhbaatar district, Ulaanbaatar Mongolia, Tel:(976-51)26-38-78, Fax:(976-11)32-3541, 32-09-16, http://www.mohs.mn

Д/д	Хүлээн авагч банкны мэдээлэл /англи хэлээр/	
1	Свифт код /SWIFT code/	0001
2	Хүлээн авагч банкны нэр/Bank name/	Mizuno Bank, Ltd
3	Банкны салбар /Branch/	Nihonbashi bravch office
4	Хаяг /address/	Nihonbashi bravch office
5	Банкны код /Bank code/	
Д/д	**Хүлээн авагчийн мэдээлэл/англи хэлээр/**	
1	Хүлээн авагчийн нэр/Account name/	IWAI CHEMICALS COMPANY
2	Хүлээн авагчийн дансны дугаар /Account No./	Current account 0100481
3	Аль улс руу шилжүүлэх эсэх	Japan
4	IBAN код /IBAN code/	
5	Хүлээн авагчийн хаяг/beneficiary address/	3-2-10 Nihobashi-honcho Chuo-ku Tokyo 103-0023
6	Шилүүүлэх валютын төрөл, дүн	yen 1711512
7	Гүйлгээний утга	AP.BIO 4323969 TaqMan probe

Ахлах нягтлан бодогч ..... /Г.Догсмаа /

Төрийн сангийн үйл ажиллагааны
журмын 1 дүгээр хавсралт
Маягт № ТТ-1

ТӨЛБӨРИЙН ХҮСЭЛТ № 4

2020 оны 4 сарын 6 өдөр

Байгууллагын нэр:	*Эрүүл мэндийн яам*	*Дансны дугаар*	1,215,568.00
Регистрын дугаар:	**9087443**	**100900020414**	
Хүлээн авагчийн нэр:	Ланд бридж	*Дансны дугаар*	
Регистрын дугаар:	**5262089**	**5115001215**	
Хүлээн авагчийн банк:	**Хаан банк**	**Ангилал**	
Мөнгөн дүн /үсгээр/: *Нэг сая хоёр зуун арван таван мянга таван зуун жаран найман төгрөг 00 мөнгө*			

Гүйлгээний утга: *Оношлуур ковид 19 оношлуур тээврийн зардал*	70202 - Санхүү, төсөв, эдийн засгийн нэгдсэн удирдлага	
	81101 - Засгийн газрын нөөц хөрөнгө	
	210901 - Бараа үйлчилгээний бусад зардал	1,215,568.00

Хяналтын хуудас № 4

	Үндэслэх баримт бичгийн нэр:	Он, сар, одор, дугаар	Төрийн сангийн тэмдэглэгээ
1.	Нэхэмжлэх	2020.04.03	

Тамга

Дарга: . . . . . / Я.Амаржаргал /

Нягтлан бодогч: . . . . . / Г.Догсмаа /

Төрийн санд гүйлгээ хийсэн
20 ..... оны ..... сарын .....одор
тэмдэг, гарын үсэг

Ландбридж ХХК
Сөүл Бизнес Төв, 6-р давхар, Залуучуудын Өргөн чөлөө-26,
Баянзүрх дүүрэг, 1-р хороо,
Улаанбаатар, Монгол Улс
Утас : +976 75055000, 75057000 Факс : +976 70131306
http://www.landbridge.mn

НЭХЭМЖЛЭХ

Төлөгч байгууллага	Эрүүл мэндийн яам ТБАГУТҮГ 9087443	Нэхэмжлэхийн дугаар :	20200403001
		Нэхэмжилсэн огноо :	2020-04-03
		Борлуулсан менежер :	Тогтуунбаян.Э
		Төлбөр төлөх хугацаа :	2020-04-03

SO : 119827G
Ачааны дугаар : 289-00000000/Air Cargo
Ачаа нийлүүлэгч :
Ачааны нэр :
Ачааны жин (кг) : 1.00 кг
Бичиг баримтын дугаар :

Нэрс	Тоо хэмжээ	Нэгж үнэ	Дүн	НӨАТ	Нийт дүн
Тээврийн хөлс 436 ам доллар Ханш 2780 289-00000000	1.00	1,212,080.00₮	1,212,080.00₮	0.00₮	1,212,080.00₮
Нийт төлөх дүн			1,212,080.00₮	0.00₮	1,212,080.00₮

2020-04-06 / 2288₮

Мөнгөн дүн үсгээр: *Нэг сая хоёр зуун арван хоёр мянга наян төгрөг*

Банкны нэр	MNT	USD	EUR
Хаан банк	5115001215	5115001124	5115001237
ХХБ	499135217	499135218	499135219
Голомт банк	1161012155	2405000883	2405000884
Төрийн банк	106000004170	106000004181	106000004197
Хас банк	5002771487	5002771688	5002770664

САНХҮҮ

Нягтлан бодогч : *М.Доржпагам* / М.Доржпагам /

РД: 5262089.

Төрийн сангийн үйл ажиллагааны
журмын 1 дүгээр хавсралт
Маягт № ТТ-1

ТӨЛБӨРИЙН ХҮСЭЛТ № 1

2020 оны 4 сарын 7 өдөр

Байгууллагын нэр:	***Эрүүл мэндийн яам***	*Дансны дугаар*	**44,482,196.88**
Регистрын дугаар:	**9087443**	**100900020414**	
Хүлээн авагчийн нэр:	**Сангийн яам-Эрүүл мэндийн яам**	*Дансны дугаар*	
Регистрын дугаар:	**9131787**	**340101866702.**	
Хүлээн авагчийн банк:	**Төрийн банк - их тойруу**		
Мөнгөн дүн /үсгээр/: *Дөчин дөрвөн сая дөрвөн зуун наян хоёр мянга нэг зуун ерэн зургаан төгрөг наян найман мөнгө*		**Ангилал**	

Гүйлгээний утга: *Оношлуурын аппаратын төлбөр*	70202 - Санхүү, төсөв, эдийн засгийн нэгдсэн удирдлага	
	81101 - Засгийн газрын нөөц хөрөнгө	
	210901 - Бараа үйлчилгээний бусад зардал	44,482,196.88

Хяналтын хуудас № 1

	Үндэслэх баримт бичгийн нэр:	Он, сар, өдөр, дугаар	Төрийн сангийн тэмдэглэгээ
1.	Ажил үйлчилгээний гүйцэтгэх, бүтээгдэхүүн худалдан авахтай холбогдсон гүйцэтгэгчтэй байгуулсан гэрээ	2020.01.26 №30	
2.	Нэхэмжлэх	2020,03,31	

Тамга

Дарга: ..... / Я.Амаржаргал /

Нягтлан бодогч: ..... / Г.Догсмаа /

Төрийн сан гүйлгээ хийсэн
20 ..... оны ..... сарын .....өдөр
тэмдэг, гарын үсэг