

SCHEDULE 1

Work Order Template

Work Order

Dated July 27, 2023

To the Outsourcing Master Services Agreement

Between Gilead Sciences, Inc. and N.B Ventures Inc, dba GEP

This Work Order (“**Work Order**”), effective as of July 27, 2023 (“**Work Order Effective Date**”), sets forth the project scope, deliverables, fees and terms relating to Services provided by N.B Ventures Inc, dba GEP (“**Service Provider**”) to Gilead Sciences, Inc., (“**Gilead**”) pursuant to the Outsourcing Master Services Agreement (“**Agreement**”) between the Gilead and Service Provider, dated July 24, 2023. Capitalized terms used herein not defined will have the meanings given such terms in the Agreement.

1. **Scope of Services:** Service Provider will provide the Services described in this Work Order in accordance with this Work Order and the Agreement.

Service Provider will provide Gilead global procurement operational support in source-to-contract and certain ancillary enterprise procurement support services (primarily focused on Indirect Spend – with a grand total of ~\$5B USD as of 2023), across global markets. The first phase of the program will focus on spend influenced or governed from business engagements at global headquarters (Foster City) and international headquarters (Stockley Park). Subsequent phases will involve scaling the program to include Europe, APAC and remaining International Markets in which Gilead operates (set forth in section 1(c) below). Details regarding in scope service, key volumetrics and phasing have been provided below.

- a) **Inscope Services:** Service Provider will provide following source-to-contract (S2C) and select ancillary enterprise procurement support services as below –
 - Sourcing and category support as referenced in Section 5 of this work order
 - Tail & tactical sourcing (RFx, single/sole source and spot buy management)
 - Strategic sourcing (RFx and single/sole source)
 - Contract Administration
 - Category strategy intelligence
 - Confidentiality disclosure agreement (CDA) execution
 - Contract management
 - Develop/maintain sourcing framework, processes and templates
 - Support supplier onboarding
 - Monitor cycle times
 - Review request
 - Confirm requirements
 - Develop sourcing strategy
 - Conduct RFx - low complexity
 - Conduct RFx - moderate complexity
 - Conduct RFx - high complexity

- Conduct good/service benchmarking & market research
- Identify/Research Suppliers
- Evaluate suppliers - low complexity
- Evaluate suppliers - moderate complexity
- Evaluate suppliers - high complexity
- Platform design and management
- RFX event management
- Conduct supplier negotiations - low complexity
- Conduct Supplier Negotiations - moderate complexity
- Conduct Supplier Negotiations - high complexity
- Supplier due diligence and risk evaluation
 - Collect and coordinate for IT security assessment
- Financial risk assessment
- Supplier performance management support
- Procurement helpdesk
 - Intake management Manage Procurement@gilead.com, Ariba and IT SARA for sourcing and contracting Ariba and IT SARA for sourcing and contracting
 - Manage procurement concierge chat
 - Receive and triage requests
 - Monitor and report pipeline and cycle times
- Contribute to platform design and management
 - Catalog management

b) **Key Volumetrics:** Service Provider will manage following in-scope volumes –

S No.	Workstream	Phase 1 Volumes	Phase 2 Volumes	Volumes
1	Sourcing: RFQ/Spot Buy and RFX	379	1100	1,479
2	Contract Management	1,710	620	2,330
3	CDA	452	675	1,127
4	Catalog Management	185	185	370
5	Market Research	272	390	662
6	Financial Risk Assessment	370	320	690
7	IT Security Assessment	107	300	407
8	Helpdesk & Triaging	3,259	138	3,397
	Total Requests	6,734	3,728	10,462

c) **Phase-wise Distribution:** Below table highlights the details of the two phases of the program. Both parties will jointly work to flexibly adjust phase 2 related timelines and needs through the governance mechanism outlined.

Phase	Gilead Markets	In-Scope Spend	In-Scope Volumes	Go Live Timeline	Languages In Scope
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Phase 1	NA: US, Canada and Stockley Park	\$1.9 BN	6,734	Q3, 2023	English
Phase 2	Europe: 9 countries (EU5 + UK + Austria, Switzerland, and Belgium)	\$135 MM	1,809	Q1, 2024	English, French, German, Italian, Spanish, Portuguese
	APAC: 8 Countries (ACJ - Australia, Japan, China, and Asia 5 – Singapore, Malaysia, Taiwan, Hong Kong, South Korea)	\$ 27 Mn	1,467	Q1, 2024	Japanese, Mandarin, Korean
	LATAM: Brazil, Mexico, Colombia	\$ 4 Mn	452	Q1, 2024	Spanish, Portuguese

2. **Term:** The initial term of this Work Order shall begin on the Work Order Effective Date and shall expire on **July 26, 2026**, unless extended pursuant to this Section 2 or terminated pursuant to the Agreement (the initial term and all extended terms (if any), the “**Work Order Term**”). By giving written notice to Service Provider no less than sixty (60) days prior to the expiration date of the initial term or the then-current extended term, Gilead shall have the right to extend the Work Order Term for two (2) consecutive periods of 1 year each, on mutually agreed fees and the terms and conditions then in effect. The “**Work Order Expiration Date**” is the date on which the Work Order Term expires or is terminated.

3. **Tasks/Deliverables/Acceptance Criteria:**

All Deliverables are subject to review and acceptance by Gilead as set forth in the Agreement. In addition to the general Acceptance Criteria below, each Deliverable is also subject to additional Acceptance Criteria specific to such Deliverable.

General Acceptance Criteria: The Services shall be performed in a manner consistent with generally accepted and current industry standards and in accordance with Gilead’s directions and standard operating procedures. The Deliverables shall be compliant with Process & System documentation and specifications and shall be fully integrated into Gilead’s Process and systems such that no latency, delay, redundancy, or system degradation is experienced. The Deliverables shall perform in accordance with any specifications and requirements agreed to between the parties, in a manner that meets Gilead’s project objectives, passes Gilead user acceptance testing, and to Gilead’s reasonable satisfaction.

4. **Service Recipients and Service Locations:** The “Service Recipients,” as indicated below, to which Service Provider will provide Services under this Work Order, and their physical locations, are set forth in the following table:

Name of Agreed Service -Region	Operator Location	Address of Agreed Service Location	Services performed at Agreed Service Location
US	US, India and Costa Rica	Service Provider US office – 100 Walnut Avenue, Clark NJ 07066 Service Provider Mumbai Office – 13 th Floor, Building No. 3, Gigaplex, Airoli Knowledge Park, Airoli (W), Navi Mumbai – 400708	All in-scope services
Stockley Park	Romania	Service Provider Romania Office – Scala Center, Strada Someșului 34-36, Cluj-Napoca 400145	All in-scope services
Europe	Romania	Service Provider Romania Office – Scala Center, Strada Someșului 34-36, Cluj-Napoca 400145	All in-scope services
Asia	China	Service Provider China Office – N207, Building C4, No.888, Xinan Rd, Shahekou District, Dalian City, Liaoning Province -116000	All in-scope services
Latin America	Costa Rica	Service Provider Costa Rica Office – Lindora Park, Edificio B, Primer piso. Pozos de Santa Ana, San Jose, Costa Rica	All in-scope services

As used in this Work Order with respect to Service Provider’s Service delivery obligations, the term “Gilead” will include all Service Recipients.

5. **Detailed Description of Tasks, Deliverables and Additional Acceptance Criteria:**

(NOTE: For each line item in the table above, please provide a detailed description of the tasks, responsibilities, Deliverables, and additional Acceptance Criteria.)

5.1 **Sourcing and Category Management Support**

Service Provider will work with the Gilead Procurement Team and appropriate stakeholders to manage and support sourcing and category management. Service

Provider shall provide end-to-end services for tail and tactical sourcing, low complexity events (RFQ and spot buys) and provide support for high complexity strategic events (partial RFx) and competitive bidding services across Phase 1 and 2 volumes. Service Provider will have end-to-end ownership of all in-scope activities while Gilead team retains all final approvals / decisions. Detailed RASCI is listed below:

Activity	Service Provider	Gilead
Develop sourcing framework, processes, and templates	C	R / A
Review sourcing request & confirm requirements	R / A	C
Develop sourcing strategy (for low and medium complexity)	R / A	I
Identify/research suppliers	R / A	C
Conduct good/service benchmarking & market research	R / A	I
Conduct RFx – low and moderate complexity (Tactical)	R / A	
Conduct RFx – high complexity (Strategic)	R	A
Evaluate Suppliers – low and moderate complexity (Tactical)	R / A	I
Evaluate Suppliers – high complexity (Strategic)	R	A
Conduct supplier negotiations – low and moderate complexity	A/R	C/I
Conduct supplier negotiations – high complexity	R	A
Finalize and Select Suppliers	I	R / A
Support supplier onboarding	R	A
Monitor cycle times for sourcing	R / A	
Platform design and management	-	R / A
Update best practices and lessons learnt if required in the system of record	R/A	I/C

5.2 Basic Contract Administration

Service Provider will provide - contract administration services across Phase 1 and 2 volumes. Service Provider will be responsible for contract drafting, negotiating key business terms, and execution support. Gilead Legal to have the final decisions on all key legal terms. Detailed RASCI is listed below –

Activity	Service Provider	Gilead
Develop/maintain process/framework	C	R / A
Research/Locate contract	R / A	C
Execute CDA	R	A
Submit contract request (Procurement Led)	R / A	-
Submit contract request (Business Led)	R / A	-
Draft contract	R	A
Obtain contract approval	R / A	-
Obtain contract signatures	R / A	-
Archive Contract	R / A	-
Terminate contract	R	A

Administer global rebates where mutually aligned	R	A
Publish Expiring contract reporting	C	R / A
Maintain Contract compliance reporting	C	R / A
Maintain Contract Templates	I	R / A
Monitor pipeline and cycle times	R / A	-
Platform design and management	-	R / A
Update best practices and lessons learnt if required in the system of record	R/A	I/C

5.3 Supplier Due Diligence, Risk Evaluation, and Supplier Inclusion

Service Provider will be responsible for requesting, monitoring, and liaising with Gilead to support the following due diligence activities.

Activity	Service Provider	Gilead
Supplier Risk Management		
Collect and Coordinate IT Security Assessment requirements	R / C	A
Develop and maintain supplier financial risk strategy and assessment process	-	A
Collect D&B Financial Risk Assessment	R / A	-
Perform Z-Score Assessment (if D&B not available or requested)	R / A	C/I
Manage Supplier Code of Conduct (policy)	C/S	A
Request/Obtain supplier code of conduct	R	A
Approve/reject Supplier code of conduct	I	A
Develop and maintain compliance reporting	C/S	A
Supplier Performance Management		
Develop/maintain process tools and frameworks	-	A
Identify suppliers and recipients	-	A
Monitor SLAs, conduct supplier evaluations, finalize scorecard	R	A
Supplier Sustainability		
Develop and maintain supplier sustainability strategy, framework & roadmap	-	A
Manage scope 3 emissions process, survey and compliance report	S	R / A
Supplier Inclusion		
Develop and maintain supplier sustainability strategy, framework & roadmap	-	A
Qualify Suppliers	S	R / A
Supplier Outreach & Events	S	R / A
Obtain and archive supplier diversity affidavit	S	R / A
Develop and maintain Corporate Goals reporting	-	R / A

(includes Tier 2 reporting)		
Stakeholder engagement (awareness, education, goal setting etc.)	-	R / A
Supplier Onboarding Support		
Support the supplier onboarding process for new supplier additions	TBD	A

5.4 Procurement Operations

Service Provider will provide operational support across triaging, helpdesk, market research, and catalog management. Detailed RASCI is listed below –

Activity	Service Provider	Gilead
Intake Management		
Define/manage customer experience	-	R / A
Manage Procurement@Gilead.com mailbox, Ariba and IT SARA for sourcing and contracting	A/R	C/I
Manage Procurement Concierge Chat	A/R	C/I
Receive & Triage request	R	-
Monitor pipeline	C/I-	A
Monitor cycle times	A/R	C/I
Platform design and management	-	R / A
Catalog Management		
Establish Catalog Management Strategy	-	R / A
Develop Catalog Management Governance Approach	-	R / A
Set up Catalogs	-	R / A
Maintain Catalogs	R	I
Publish Catalog Utilization Reporting	R	I
Supply Market Research		
Provide supply market research related to sourcing events	R	I

6. Team Structure:

Proposed Team structure is illustrated in the figure below. The team includes a combination of dedicated team members and support from internal center of excellence teams, client executive and subject matter expert terms in an as needed capacity to deliver program

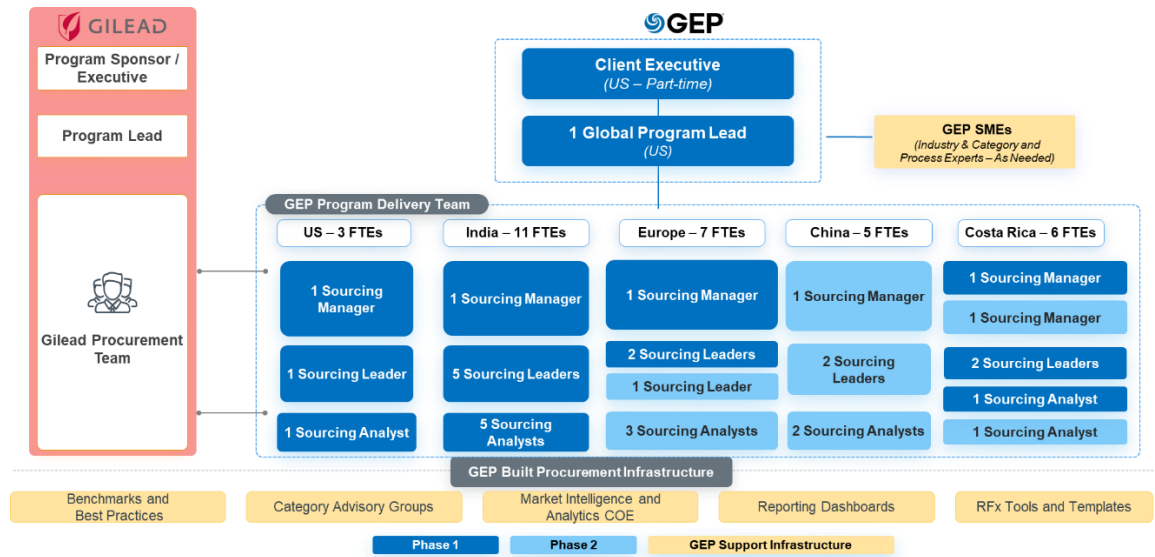


Figure 1: Team Structure

	Onsite – Foster City	Onshore – USA	India	Romania	China	Costa Rica	Phase 1	Phase 2 (Additional Resources)
Management/Leadership								
<i>Client Executive</i>	-	Part-Time	-	-	-	-	Part-Time	-
<i>Subject Matter Experts</i>	-	Part-Time	-	-	-	-	Part-Time	-
<i>Program Leader</i>	-	1	-	-	-	-	1	-
Strategic Sourcing & Spot Buy								
<i>Sourcing Manager</i>	1	-	1	1	1	2	4	2
<i>Sourcing & Contracting Leader</i>	-	1	2	2	1	1	6	1
<i>Sourcing & Contracting Analyst</i>	-	1		2	1	1	2	3
Contracting								
<i>Sourcing & Contracting Leader</i>	-	-	1	1	1	1	2	2
<i>Sourcing & Contracting Analyst</i>	-	-	1	1	1	1	1	3
Helpdesk								
<i>Sourcing & Contracting Analyst</i>	-	-	3	-	-	-	3	-
Supplier Due Diligence/TPRM								
<i>Sourcing & Contracting Leader</i>	-	-	1	-	-	-	1	-
Market Research								
<i>Sourcing & Contracting Leader</i>	-	-	1	-	-	-	1	-
Catalogue Operations								
<i>Sourcing & Contracting Analyst</i>	-	-	1	-	-	-	1	-
	1	3	11	7	5	6	22	+11

Team Resource qualification

Resource Qualification:

- a. Gilead reserves the right to request and administer competency assessments to the Service Provider's resources as deemed necessary, to ensure that they meet the required standards that are mutually agreed and set between Gilead and the Service Provider.

Resource Management:

- a. Service Provider shall maintain a resource management process that ensures effective utilization, performance tracking, and regular evaluation of assigned resources.
- b. Service Provider shall promptly address any performance issues identified and provide suitable replacements or training as necessary to maintain a high standard of resource quality.

Training and Professional Development:

- a. Service Provider shall demonstrate a commitment to the ongoing training and professional development of their resources, ensuring they stay up to date with industry trends, best practices, and relevant certifications.

Performance Monitoring and Reporting:

- a. The Service Provider shall provide regular performance reports outlining the achievements and areas for improvement of the assigned resources.

Resource Continuity:

- a. The Service Provider shall provide a resource continuity and succession plan outlining how they will address unforeseen vacancies and ensure a smooth transition of responsibilities or due to attrition.

7. **Project Schedule:** The following is the proposed project execution timeline.

Phase 1 will include an initial 8-week transition period for US and Stockley Park and then subsequently scale up to Europe, APAC and remaining International Markets identified under Section 1 (c).

8. **Charges:** Service Provider will provide the Services set forth under this Work Order for a fixed fee as set forth under this section. Total fees for the Services performed under this Work Order shall not exceed **\$8.96 MM** (excluding COLA, travel and expenses), without Gilead's prior written authorization. The cost-of-living adjustment (COLA) shall apply from the commencement of Contract Year 2 and each year thereafter and will be agreed based on general inflation rate/index of the country where Service Provider resources are located, whichever is lower. Travel and expenses are at actuals and shall be billed to Gilead as pass-through. Travel and expenses must be authorized by Gilead and shall adhere to Gilead Travel and Expense Guidelines. Service Provider shall invoice Gilead based on Gilead's acceptance and the milestone payments identified in the table below:

For Fixed Fee

	One-Time Transition	Year 1 Steady State	Year 2 Steady State	Year 3 Steady State	3-Year Total
Program Team		33+ FTEs	33+ FTEs	33+ FTEs	-
	PMO Team – Global Client Executive, Program Lead, Transition Lead, and SMEs				-
Phase 1	<u>\$0.25 MM</u>	<u>\$1.86 MM</u>	\$2.21 MM	\$2.21 MM	\$6.53 MM
Phase 2	<u>\$0.25 MM</u>	<u>\$0.38 MM</u>	\$0.75 MM	\$0.75 MM	\$2.13 MM
Digital Solution Fees		<u>\$0.10 MM</u>	<u>\$0.10 MM</u>	<u>\$0.10 MM</u>	\$0.30 MM
Total Fees	\$0.50 MM	\$2.36 MM	\$3.06	\$3.06	\$8.96 MM

Proposed Model to Increase / Decrease Team Resources

1. Proposed Dead Band: Should the projected volumes on an annualized level go beyond the dead-band of +/-5%, the ARC/RRC model will be triggered
2. Baseline Period: This model will be applicable only after the completion of the baselining period. Service Provider proposes that the baselining period of 6 months after go-live be applied, during which volumes will be assessed to confirm the estimates
3. Review Mechanism: We propose quarterly reviews to evaluate historic volumes and forecasted volumes. If the volumes projections indicate the need for addition/reduction of resources, the associated region, headcount, and level will be jointly determined as a part of the Governance discussions to finalize ARC/RRC model
4. Proposed Floor and Ceiling: If the total volumes changes by $\pm 40\%$ (to be jointly determined), Service Provider proposes that a governance meeting is triggered where Service Provider and Gilead will work together to further refine the team and pricing.
5. Fee adjustment for Invoice Processing (Monthly Fees) –

Description	FTE Impact	Fees Impact
Dead band Range (+/-5% fluctuations)	No Impact on FTEs	No Change to Fees – Service Provider will absorb the impact of this fluctuation
Volume/Spend Increase (>5% and <40%)	FTEs Added based on % of volume increase	Fees are Adjusted based on number of FTEs added and the base location of FTEs (to identify applicable rate card)
Volume/Spend Decrease (>5% and <40%)	FTEs Reduced based on % of volume decrease	Fees are Adjusted based on number of FTEs reduced and the base location of FTEs (to identify applicable rate card)

Below table provides the in-scope services, volumes considered, team size and annual resource throughputs:

Workstream	Volumes Considered	Proposed FTEs	Annual Per FTE Throughputs
Strategic Sourcing & Spot Buy	1,479	19	75-80
Contracting (CDAs and Contracts)	3,457	8	425-435
Helpdesk	3,397	3	1100-1200
Supplier Due Diligence / TPRM	690	1	650-700
Supply Market Research	662	1	650-700
Catalog Operations	370	1	350-400

The associated fee change will be calculated based on the location of the impacted FTE, their level and the associated rate card in Schedule 5-B

* Payments to be made by Gilead in accordance with Section 6.6 of the Agreement subject to the acceptance of the Services and associated deliverables by Gilead in accordance with the Acceptance Criteria. Gilead shall not make any prepayments for Services.

9. **Invoicing:** For Services provided under this Work Order, Service Provider shall submit invoices to Gilead monthly for Services performed in the prior month. All Expenses will be invoiced as actuals and will be reimbursed by Gilead upon submission of appropriate receipts and documentation. The amounts set forth in this Work Order shall be the entire compensation payable by Gilead to Service Provider for Services under this Work Order. If it is anticipated that a change in specifications, deliverables, scope, or other aspect of the Services will cause an increase in the Fees set forth above, Service Provider shall submit a Change Order to Gilead for its review and approval.

Service Provider shall submit the invoices at the address provided in Section 6.1(C) of the Agreement and will also send a copy of the invoice clearly marked as “copy not for payment” via email to the Gilead Project Manager. All invoices shall be paid by Gilead in accordance with Section 6.6 of the Agreement and the invoicing plan outlined in Appendix 2 of this work order.

10. **Project Management:**

Gilead Project Manager - Gilead will provide the Project Manager to oversee performance of the Services provided by Service Provider under this Work Order. The Project Manager will be responsible for the following:

- Reviewing and understanding the responsibilities of each party under this Work Order and provide guidance as to Gilead’s requirements.
- Maintaining regular communications with the Service Provider Project Manager on matters relating to the Services and serving as the interface between the Service Provider and Gilead’s project teams.
- Reviewing and administering project change control, as necessary.

Gilead Project Manager:

Name: Remi Murphy

Telephone: +1-510-333-6935

Email: remi.murphy2@gilead.com

Service Provider Project Management - Service Provider will appoint a project manager and be responsible for the following:

- Manage Service Provider personnel and the project, and maintain a current, accurate and complete project plan.
- Monitor project progress and ensure schedules, tasks, milestones, and dependencies are tracked and any issues, risks, or requests are communicated in a timely manner to ensure they can be dealt with before adversely impacting the project.
- Provide notice of any requirements of Gilead or third parties sufficiently in advance for Gilead or the third party to be able to provide such requirements in a timely manner so as to not delay or otherwise adversely impact the project.
- Reviewing and understanding the responsibilities of each party under this Work Order.
- Working with Service Provider and Gilead personnel to accomplish the tasks outlined in this Work Order.
- Maintaining regular communications with the Gilead Project Manager on matters relating to the Services hereunder and serving as the interface between Service Provider and Gilead project teams.
- Lead Resolution of deviations from the project plan or performance issues that may impact deliverables, schedules and/or costs.
- Verifying that travel and expenses, as applicable, are reported by the Service Provider project team in an accurate and timely manner.
- Reviewing and administering project change control, as necessary

Service Provider Project Manager:

Name: Lakshmy Padath

Telephone: (732) 382-6565 ext. 83249

Email: lakshmy.padath@gep.com

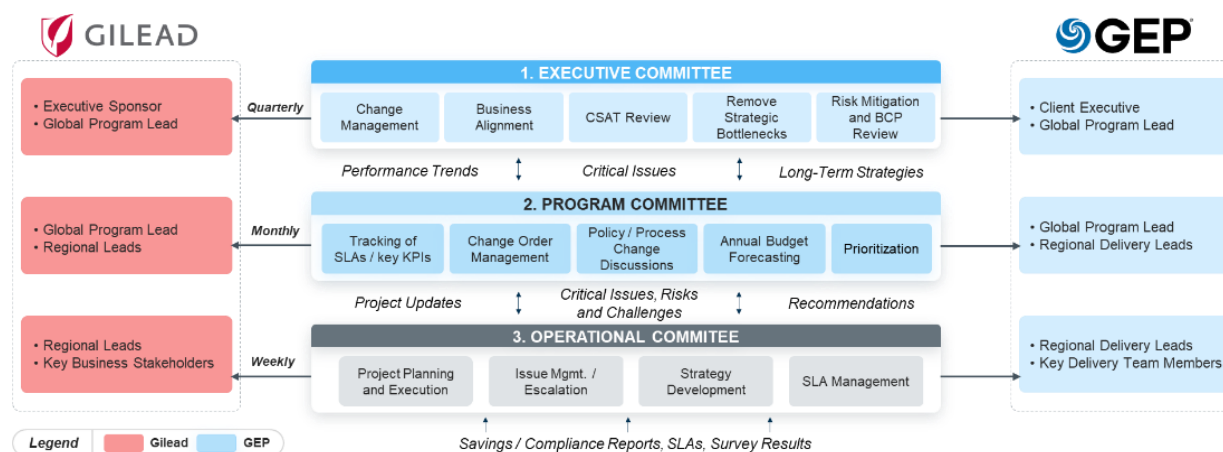
Named Resources: Company will deploy named resources under this Work Order as follows:

Named Resource	Position	Location of Services	Critical Position (Yes/No)
Amol Jawale	Client Executive	US	Yes
Lakshmy Padath	Program Leader	US	Yes

11. **Status Reporting:** The Gilead Project Manager will work with the Service Provider Project Manager to define status reporting requirements and frequency.

12. Project Management:

The program will be supported by a robust 3-tier governance framework to provide visibility, control, and ensure success



Except where a responsibility is identified as a Gilead responsibility in the matrix below, Service Provider will be responsible for the following activities associated with project management:

No.	Description	Service Provider	Gilead	Deliverable
	Develop a Project plan to meet Gilead-approved Project scope, deliverables and milestones identified in the scope document, including estimated durations and resource requirements.	Develop Project Plan in line with Gilead's expectations – Project Scope, Deliverables, Milestones clearly identified. Resource Management - Effort required from resources, Throughput, TAT will be monitored through various reports	Gilead to provide expectations, feedback and approval as part of this project management.	Reports as agreed upon by Service Provider and Gilead
	Ongoing maintenance of the Risk and issues register. Escalate issues when they arise and have an action plan to resolve them in a meaningful time frame	Issues and risks log will be maintained and will be escalated to Gilead in a timely manner. Resolution plan will be provided in line with SLA requirement and the issues will be resolved in a	Gilead to provide support if there are any expectation for Gilead team to be involved as part of issue/risk resolution process	Risk and Issues Register

No.	Description	Service Provider	Gilead	Deliverable
		reasonable time frame mutually agreed upon by Service Provider and Gilead		

13. **Service Levels:** The Services Levels applicable to the Services provided under this Work Order, along with corresponding Service Level metrics, and Measurement Windows are set forth in the table below.¹ CPI/KPI/GPI status is also indicated in such table. Detailed descriptions of such Service Levels, including measurement and monitoring tools or procedures, are set forth in Schedule 4 of the Agreement.

Service Level	Definition	Measurement Window	CPI / KPI / GPI	Calculation	Target
Request Acknowledgement	Procurement@gilead.com new email response time	Monthly	KPI	% of projects acknowledged within 2 hours vs total number of projects received in the month from procurement@gilead.com	90%
Request Assignment	Request to be assigned to agent and first response to be sent out with resource name (triaging) within 2 business days	Monthly	KPI	% of projects triaged within 2 business days vs total number of projects in the month	90%
Sourcing TAT - Sourcing Events Completed within the agreed time (%)	On-time completion of Service Provider owned sourcing projects and associated turnaround times as mutually agreed to during the project intake process (barring noted stakeholder or vendor delays)	Monthly	CPI	% of projects completed on time in the month vs total projects completed in the month	85%

Service Level	Definition	Measurement Window	CPI / KPI / GPI	Calculation	Target
Contracting TAT - Contracts executed within the agreed time (%)	On-time completion of Service Provider owned contracting projects and associated turnaround times as mutually agreed to during the project intake process (barring noted stakeholder or vendor delays)	Monthly	CPI	% of contracts completed on time in the month vs Total number of contracts completed in the month	85%
CSAT	Average CSAT on a scale of 1-7 on sourcing customer satisfaction	Bi-Weekly	KPI	Average of ratings is 5 (80%)	80%
Issue Escalation & Resolution	Any issues/escalations raised should be acted upon in 5 business days with clear identification of plan to resolve	Monthly	KPI	% of issues/escalations where clear plan was provided in 5 business days vs total Issues/escalations originated in the month	85%
Supplier Diversity Compliance	Include at least 1 diverse or small supplier for every RFP project (barring the exceptions approved by Gilead)	Quarterly	KPI	% of projects where diverse supplier is included vs total number of projects	50%
Policy Compliance	All requests to executed in line with the policy	To be aligned	KPI	Random samples of projects can be selected and checked for compliance	100%
<i>Weekly e-sourcing Project Updates</i>	e-sourcing projects updated weekly by sourcing S&SS owner	To be aligned	KPI	% of e-sourcing projects updated weekly by sourcing owner vs total number of projects	90%

Service Level	Definition	Measurement Window	CPI / KPI / GPI	Calculation	Target
<i>Cost Improvement</i>	Identify and deliver cost-saving opportunities in the Sourcing process. Sourcing events are defined as a competitive events (RFQ, RFP) and when the sourcing request is to engage with suppliers and negotiate terms.	To be aligned	KPI	Average cost improvement on all sourcing events	5%
<i>Business Hour Availability</i>	the percentage of time during regular business hours that the sourcing and contracting group, managed by the MSP, is available and actively responsive to requests, inquiries, and support needs from internal stakeholders and external suppliers within the committed SLAs.	To be aligned	KPI	TBD	TBD
<i>Resource Availability</i>	the percentage of available and allocated resources within the sourcing and contracting group, including both internal team members and outsourced staff (MSP), relative to the total required resources to manage sourcing activities.	To be aligned	KPI	TBD	TBD
<i>Continuous Improvement</i>	actively drive continuous improvement initiatives within the sourcing and contracting function	To be aligned	KPI	Number of process improvements implemented and resulting benefits achieved	TBD

Baseline Period: This Service levels will be applicable only after the completion of the baselining period. Service Provider proposes that the baselining period of 6 months after go-live be applied, during which volumes will be assessed to confirm the estimates

14. **Gilead Facilities:** Gilead will provide Service Provider with access to the Gilead Facilities listed below solely for Service Provider's use in providing the Services under this Work Order, in accordance with the terms and conditions of the Agreement.

Gilead Facility / Address
Gilead SFO Office - 333 Lakeside Drive Foster City, CA 94404
Gilead Stockley Park Office - 2 Roundwood Avenue Stockley Park Uxbridge, Middlesex UB11 1AF

Service Provider will notify Gilead in advance of the identity of the Service Provider personnel that will be located at these Gilead Facilities, subject in all respects to Gilead's rights under the Agreement

15. **Gilead Equipment:** Gilead will provide certain Gilead Equipment listed below solely for Service Provider's use in providing the Services under this Work Order, in accordance with the terms and conditions of the Agreement.

Gilead Equipment Provided to Service Provider	Location
Gilead Laptops	US, India, China, Europe, Costa Rica

16. **Disposal of Equipment:** Disposal of Gilead Equipment and Service Provider-owned equipment used or provided as part of the Services under this Work Order shall be conducted as provided for in this Section 16.

n/a

17. **Reports:** In addition to any reports required under the Agreement, Service Provider will produce and provide to Gilead the reports set forth below.

Report Name	Content	Frequency
Service Level Reports	A dashboard summary of CPIs, KPIs and GPIs and their attainment showing performance trends, Service Level Defaults, credits and improvement plans by Service	Bi-Weekly
Savings Report	Reporting contracted savings across all executed projects	Bi-Weekly

Report Name	Content	Frequency
Volumetric Report for Sourcing Events	Detailed report on key operational statistics for the number of sourcing events by category / country; turnaround times, response times; completion rates, number of FTE's and locations/grades	Bi-Weekly
Governance Report - Quarterly Business Review	Quarterly summary of strategic relationship performance including: Service Recipients business updates; Service Provider business updates; new initiatives; and challenges/obstacles/opportunities.	Quarterly
CSAT Report	Report with CSAT survey results including additional background information on reasons for score results and mitigation / improvement plan where needed	Bi-Weekly
Resource Usage Report	Auditable record of the resource usage for each Resource Unit	Monthly
Monthly Invoice Report	Invoice details for the month	Monthly

18. **Meetings:** In addition to any meetings required under the Agreement, Service Provider will participate in the meetings set forth below.

Meeting	Participants	Frequency
Executive Steering Committee Meeting (Top-to-Top)	<p>Gilead:</p> <ul style="list-style-type: none"> • CPO • Global Program Lead <p>Service Provider:</p> <ul style="list-style-type: none"> • Client Executive • Global Program Lead 	Quarterly
Program Committee Meeting	<p>Gilead:</p> <ul style="list-style-type: none"> • Regional Leads • Category Managers <p>Service Provider:</p> <ul style="list-style-type: none"> • Global Program Lead • Sourcing Managers 	Monthly

Meeting	Participants	Frequency
Operational Committee Meeting	Gilead: <ul style="list-style-type: none"> • Category Managers • Sourcing Leads Service Provider: <ul style="list-style-type: none"> • Sourcing Managers • Sourcing Leads • Key Delivery Team Members 	Weekly

19. **Change Control Process:** Significant changes to the Project Scope and/or tasks defined in this Work Order shall be documented on a Change Order and implemented in accordance with Schedule 9. Neither party shall be obligated to perform any duties under any Change Order that has not been duly authorized and executed by each of the parties.

20. **Termination:** Gilead may terminate this Work Order upon five (5) months' written notice to Service Provider. Upon such termination of this Work Order, Gilead shall pay any outstanding, undisputed invoices for tasks delivered and accepted by Gilead up to the effective date of termination.

21. **Representations and Warranties:** The representations and warranties of Service Provider set forth in Section 3.1 and Section 4.5 of the Agreement were true and correct in all respects as of the Effective Date and are true and correct in all respects as of the Work Order Effective Date as if made on and as of the Work Order Effective Date.


22. **Notices:** In accordance with Section 10.11 of the Agreement, the addresses for notices related to this Work Order are as follows:

For Invoicing matters: To Gilead:	Gilead Sciences, Inc. 333 Lakeshore Drive Foster City, CA 94404 Attn: Remi Murphy Accounts Payable
To Service Provider:	NB Ventures Inc DBA GEP 100 Walnut Ave #304, Clark, NJ 07066 Attn: Abiy Birhanu Phone: +1-732-382-6565 ext. 40612 Email: billing@gep.com
For Contractual matters: To Gilead:	Gilead Sciences, Inc. 333 Lakeshore Drive Foster City, CA 94404 Attn: Brian Peters, Sr. Director,

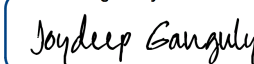
	Head of Services & Delivery, Procurement
With a copy that will not constitute notice to:	Gilead Sciences, Inc. 333 Lakeshore Drive Foster City, CA 94404 Attn: Veronica Jones, VP Procurement
And to:	Gilead Sciences, Inc 333 Lakeside Drive Foster City, CA 94404 Attn: General Counsel
To Service Provider:	NB Ventures dba GEP 100 Walnut Avenue #304, Clark NJ 07066] Attn: General Counsel Phone: +1-732-382-6565
With copy to:	Legal@gep.com

22. **Governing Law and Counterparts:** Unless specifically prohibited by non-waivable provisions of applicable local law in the country where Services will be provided under this Work Order, this Work Order will be governed by and construed in accordance with Section 10.14 of the Agreement. This Work Order may be executed in several counterparts (including electronically), all of which taken together shall constitute one (1) single agreement between the Parties hereto.

SERVICE PROVIDER

DocuSigned by:

 By: 3EDA72562D794E0...
 Name: Ramachander Raja
 Title: Global Head of Finance

GILEAD SCIENCES, INC.

DocuSigned by:

 By: DE1C68AB26F1407...
 Name:
 Title:

Remi
 Murphy

Digitally signed
 by Remi Murphy
 Date: 2023.07.27
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Appendix 1

Transition Services

A. Transition Plan:

Service Provider will use its field-tested transition methodology to implement the required processes, organization, and infrastructure for Gilead and obtain the relevant knowledge transfer from the incumbent service provider. The following section details Service Provider's methodology as applied to the Transition Services.

Service Provider will perform the Transition activities attributable to Service Provider and set out in this Appendix 1 and take primary responsibility for the coordination of the activities of both Parties as is necessary to ensure that operational responsibility for the Services is successfully transitioned to Service Provider on schedule and minimizing disruption to the Gilead's business.

The primary objectives of the Transition Project are:

- I. transition the Services to Service Provider with no or minimal disruption or degradation of service to Gilead and End Users.
- II. to establish the commercial and service relationships between Gilead and Service Provider which will enable Gilead to do business easily with Service Provider in a managed outsourcing relationship.
- III. to implement technology and process changes to provide Gilead and End Users, as defined in Appendix 1 and the Detailed Transition Plan agreed pursuant to this Appendix 1 ; and
- IV. to provide the resources identified as a Service Provider responsibility.

1. Detailed Transition Plan

Within Ten (10) business days after the Execution Date, Service Provider will provide to Gilead with the Detailed Transition Plan. The Detailed Transition Plan will include the activities, responsibilities, dependencies, timelines, workstreams, success and exit criteria and readiness activities necessary to effectuate the Transition Plan pursuant to all Critical Transition Milestones in a manner that is consistent with:

- the High-Level Transition Plan; and
- the obligations of this Appendix and the Agreement.

The Gilead and Service Provider management teams for Transition will meet within five (5) business days of the Execution Date to review and discuss the Detailed Transition Plan, and Gilead will propose in writing within five (5) days thereafter modifications necessary to make the Detailed Transition Plan delivered by Service Provider agreeable to it so that performance of the Detailed Transition Plan may commence. The Parties will mutually agree on the final Detailed Transition Plan within ten (10) days after Gilead proposes such modifications. If the Parties are unable to agree a Detailed Transition Plan within such period, the outstanding matters will be referred to the governance procedures set forth in the Transition Governance in Section C below.

2. Failure to Achieve Critical Transition Milestones

Service Provider's failure to perform any of its obligations under this Appendix, including any failure to meet a Critical Transition Milestone, will be excused as and to the extent Gilead has failed to meet any material obligations set forth in the Detailed Transition Plan, and only if Service Provider provides notice to Gilead of such failure in accordance with the provisions of the Governance Schedule 12 and demonstrates that: (i) Gilead's failure was the direct cause of Service Provider's inability to perform; and (ii) Service Provider could not have continued performance by using commercially reasonable efforts. In the event of (i) and (ii), Service Provider will be excused from meeting the impacted Critical Milestone Date only to the extent that, and for so long as, Gilead's failure to meet its obligations prevents Service Provider's performance; provided, that Service Provider takes all reasonable steps to mitigate the effect on the impacted Critical Milestone Date. Gilead will be liable to Service Provider for any additional costs reasonably incurred by Service Provider to enable meeting the Critical Milestone Date due provided that Service Provider obtains Gilead's written consent prior to incurring such additional costs. In emergency circumstances where written consent is not possible, verbal consent given by Gilead is permissible. In addition, where a provision of the Detailed Transition Plan requires Service Provider to obtain Gilead's approval that is expressed as a dependency in this Appendix 1, Service Provider will be relieved of its obligation to perform the impacted Transition Services to the extent its performance is dependent on such approvals, unless and until Gilead provides such approval.

If Service Provider does not achieve a Critical Transition Milestone by its due date as specified in the table in Section D of this Appendix 1, and such failure is not excused as set forth above, then:

Service Provider must do all that is required to meet that Critical Transition Milestone as soon as possible after the due date, including allocating additional resources to the Transition Project at no additional charge to Gilead.

For the avoidance of doubt, nothing in this Appendix 1 will impair Gilead's rights of termination as set out in the Agreement.

3. Fee at Risk

Gilead acknowledges that the transition of all active projects from the incumbent supplier to the Service Provider involves significant risks and potential disruptions to Gilead's operations. Therefore, to ensure accountability and incentivize the Service Provider to diligently execute the transition plan, a fee at risk clause will be implemented.

Under this clause, a specific percentage of the Service Provider's fees will be held at risk and subject to forfeiture in the event of any of the following occurrences:

- (i) **Failure to meet Critical Transition Milestones:** If the Service Provider fails to achieve any Critical Transition Milestone by its due date, as specified in the table in Section D of this Appendix 1, and such failure is not excused as outlined in Section A2 above, Gilead may withhold a predetermined percentage of the Service Provider's fees associated with the impacted milestone. This percentage will be determined based on the severity and impact of the milestone's delay on Gilead's business operations.

- (ii) **Service Disruption:** In the event of a significant service disruption during the transition period, caused by the Service Provider's failure to adequately perform the transition activities, Gilead may withhold a predetermined percentage of the Service Provider's fees commensurate with the severity and duration of the disruption.

The specific percentages of Service Provider's fees to be held at risk and the conditions triggering fee forfeiture under (i) and (ii) above will be mutually agreed and predetermined between Gilead and the Service Provider and documented in an addendum to the Agreement. The held fees will be released to the Service Provider upon successful completion of the transition project, as determined by Gilead.

This fee at risk clause aims to align the Service Provider's incentives with Gilead's interests and motivate the Service Provider to deliver a smooth and efficient transition, minimizing any potential negative impacts on Gilead's business operations.

The 2-phased transition program will be conducted based on the timelines depicted below. The following diagram sets forth the high-level transition timeline for Phase 0, Phase 1, and Phase 2. Service Provider and Gilead shall develop a detailed transition plan based on the transition timeline diagram below describing in detail the transition activities.

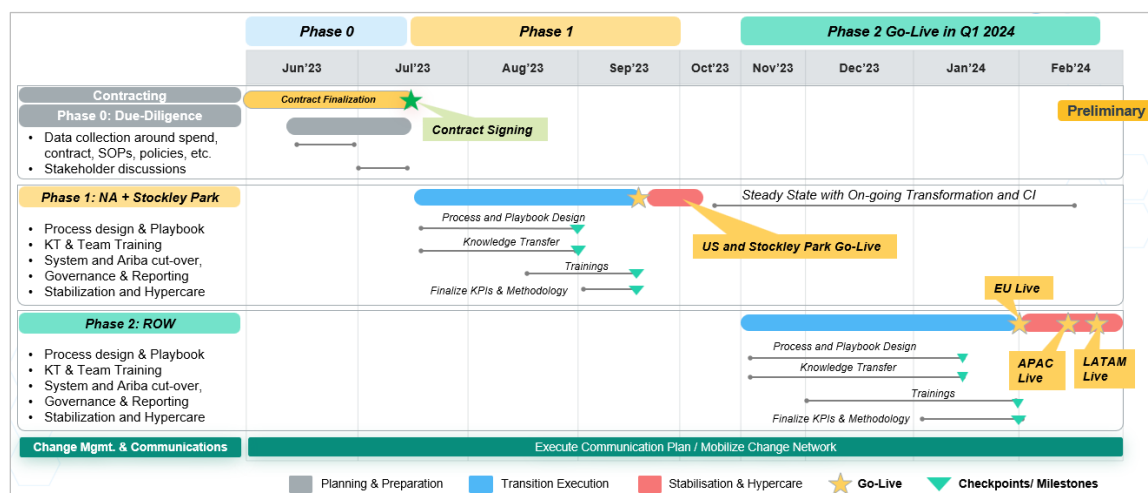


Figure 2: Transition Timeline

Phase 0 – Due Diligence (July): Service Provider will initiate transition with a due diligence phase to refine solution after validation of spend, volume, effort and activity assumptions for in-scope categories. Service Provider and Gilead will conduct weekly meetings to track progress and solve any bottlenecks. Key Activities of Dule diligence phase are –

- Data collection of in-scope spend and volumes
- Gathering of current processes and policies
- Align on key category level expectations / activities and baseline KPIs

- Sign-off on Service Provider solution and key assumptions
- Review governance, transition and change needs / approach
- Review proposed Service Provider SLAs and KPIs

Phase 1 – US and Stockley Park (July-August-September): We will initiate a transition from the incumbent service provider in 8 weeks starting mid-July 2023 and go-live scheduled in September.

Phase 2 – Europe, APAC and International Markets (November-January): We will initiate the launch over 12 weeks starting November 2023 and go-live scheduled in January 2024 or as agreed at time of implementation.

B. Transition Workstreams:

Service Provider will manage and execute the transition process based on the below workstreams –

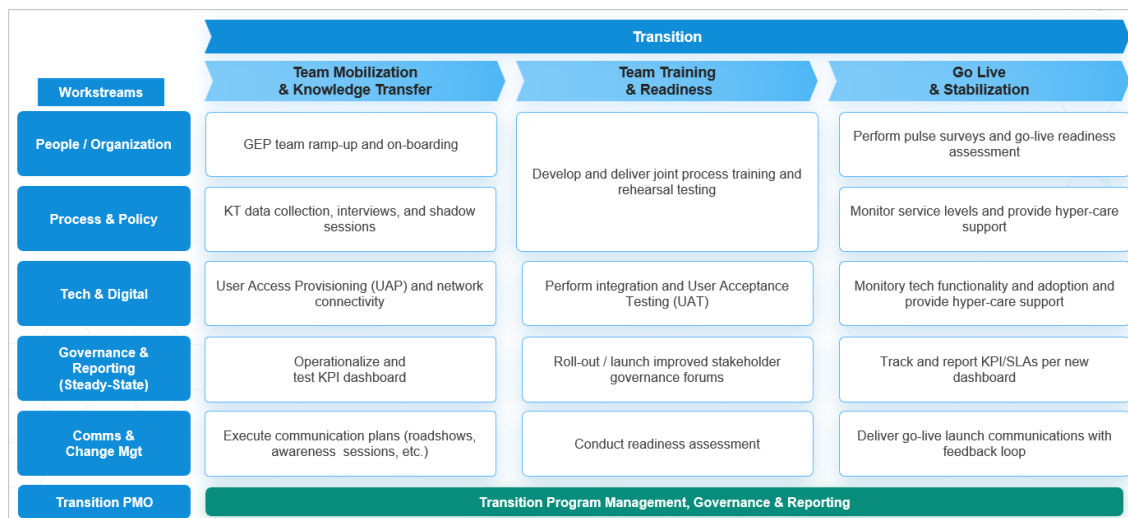


Figure 3: Phase 1 and 2 Transition Workstream Plan

C. Transition Governance:

Throughout the Transition, designated representatives from both Service Provider and Gilead (the “**Transition Team**”) will work together to achieve the required outcomes and implementation of the Services. Each of the Parties will perform their required tasks by the Transition Plan in accordance with the schedule for the completion of such tasks. Service Provider is responsible for management of the overall Transition program and Gilead has responsibility for providing the necessary level of participation and involvement of their Transition Team members, inclusive of any Gilead third-party providers, data gathering, requirements definition, and knowledge sharing, process refinement, and readiness assessment.

Unless otherwise specified herein, Service Provider's Transition Management Team and Gilead Transition personnel will adhere to the governance structure as detailed in Schedule 12 (Governance) of the Agreement.

Any issues, risks, or decisions to be taken during Transition will need to be addressed through the Governance council.

D. Transition Deliverables and Milestones:

Below are the Transition Milestones that will be monitored as part of Transition Services:

Milestone	Deliverable	Deliverable Description	Sign-off Responsibility	Acceptance Criteria
Transition plan finalized	Completed Transition Plan	A detailed transition plan that includes transition team, responsibilities, tools, and method. It also includes key deliverables and timeline that are needed to perform an efficient and effective transition.	Gilead	Sign-off on the transition plan document from Service Provider Program Lead.
Baseline Spend, Projects, and Sourcing Wave Plan Finalized	Validated Baseline Spend and Preliminary Sourcing Wave Plan	In-Scope spend and project pipeline provided by the company are validated, aligned, and signed off by Company.	Gilead	Validated spend and preliminary sourcing wave plan signed off by Service Provider Program Lead
Future State Process Maps and Playbooks Finalized	Completed Process Maps and Playbooks	Process maps and playbooks include the future state of the operating model and processes including documented Standard Operating Procedures (SOPs), process playbooks, RACI, systems, among others	Gilead	Process maps and playbooks clearly aligned with program objectives and signed off by Service Provider Program Lead.

Milestone	Deliverable	Deliverable Description	Sign-off Responsibility	Acceptance Criteria
Incumbent Cutover Plan	Completed Knowledge Transfer	Detailed Knowledge Transfer including process maps, handovers, touchpoints, historical data, SLAs and KPIs	Gilead	Complete documentation of incumbent processes, historical performance, etc.
Go-live Readiness Testing Completed	Completed Readiness Assessment Report	Business readiness report that includes critical criteria to determine readiness of transition of the in-scope services to go-live	Gilead	Sign-off on the Readiness report from Service Provider Program Lead

E. Transition Roles and Responsibilities – Gilead

Gilead's Transition Team will consist of the following roles:

Role	Key Responsibilities and Dependencies	Time Commitment
Gilead Executive Sponsor/s	<ul style="list-style-type: none"> Provide senior executive presence in key meetings Co-chair executive governance committee: Provide guidance to the overall program team, remove obstacles, and work closely with Service Provider executives to facilitate program implementation 	5% – 10% 2-4 Hours
Gilead Program Leader / Transition Leader	<ul style="list-style-type: none"> Act as Co-Lead of overall transition phase (setting priorities, taking decisions, escalating issues, etc.) Co-lead the program management of all workstreams and ensure resource requirements are met Ensure access to all current teams (including incumbents) for rapid KT, training and communications Ensure all transition deliverables are met including all Gilead reviews and approvals as needed Support the governance of incumbent MSP's and holding them contractually to account thru transition 	60 – 80% 24-32 Hours

Gilead Category, Process and North American and International Leads (multiple individuals)	<ul style="list-style-type: none"> • Support fit-checks on process maps / playbooks and evaluate necessary variations to standards • Ensure stakeholder engagement and involvement in roll-out planning, KT and launch plans • Support / coordinate regional roll-outs and go-live readiness reviews with key stakeholders in each region 	<p>Category Leads : 30 – 40% 12-26 Hours (2-3 leaders)</p> <p>NA and International Leads : 20 – 30% 8-12 Hours</p>
Incumbent Supplier (multiple individuals)	<ul style="list-style-type: none"> • Active role in knowledge transfer of all workstreams – processes, nuances, existing SOPs, reports, KPIs etc. • Ownership of all workstreams till cut-over / go-live • Planned support during stabilization period 	<p>30 – 40% 12-16 Hours each for 3 POCs</p>
Gilead Communication and Change Lead	<ul style="list-style-type: none"> • Co-lead the design and execution of global communication plans ensuring tight integration with Gilead tools and communication channels • Help identify, on-board and mobilize global change agent network to support local communications 	<p>20 – 30% 8-12 Hours</p>
Gilead Technology and Data Lead	<ul style="list-style-type: none"> • Provide access of existing tools and technology, emails etc. to Service Provider teams (full access provisioning) • Support any data extraction as needed 	<p>As Needed 2-4 Hours</p>

Appendix 2 Monthly Invoicing Schedule

Program Year	Program Month	Month	Phase	Fee Summary			Total Monthly Invoice (A+B) (Excluding Travel and COLA)
				A. Transition Fees	B. Steady State Fees	C. Digital COE	
Year 1	Month 1	Aug-23	Phase 1 Transition	\$90,000	\$ -	\$8,333	\$98,333
Year 1	Month 2	Sep-23	Phase 1 Transition	\$160,000	\$ -	\$8,333	\$168,333
Year 1	Month 3	Oct-23	Phase 1 Live	\$ -	\$186,083	\$8,333	\$194,417
Year 1	Month 4	Nov-23	Phase 1 Live + Phase 2 Transition	\$65,000	\$186,083	\$8,333	\$259,417
Year 1	Month 5	Dec-23	Phase 1 Live + Phase 2 Transition	\$85,000	\$186,083	\$8,333	\$279,417
Year 1	Month 6	Jan-24	Phase 1 Live + Phase 2 Transition	\$100,000	\$186,083	\$8,333	\$294,417
Year 1	Month 7	Feb-24	Phase 2 Live	\$ -	\$248,583	\$8,333	\$256,917
Year 1	Month 8	Mar-24	Phase 2 Live	\$ -	\$248,583	\$8,333	\$256,917
Year 1	Month 9	Apr-24	Phase 2 Live	\$ -	\$248,583	\$8,333	\$256,917
Year 1	Month 10	May-24	Phase 2 Live	\$ -	\$248,583	\$8,333	\$256,917
Year 1	Month 11	Jun-24	Phase 2 Live	\$ -	\$248,583	\$8,333	\$256,917
Year 1	Month 12	Jul-24	Phase 2 Live	\$ -	\$248,583	\$8,333	\$256,917
Year 2	Month 13	Aug-24	Phase 2 Live	\$ -	\$246,708	\$8,333	\$255,042
Year 2	Month 14	Sep-24	Phase 2 Live	\$ -	\$246,708	\$8,333	\$255,042
Year 2	Month 15	Oct-24	Phase 2 Live	\$ -	\$246,708	\$8,333	\$255,042
Year 2	Month 16	Nov-24	Phase 2 Live	\$ -	\$246,708	\$8,333	\$255,042
Year 2	Month 17	Dec-24	Phase 2 Live	\$ -	\$246,708	\$8,333	\$255,042
Year 2	Month 18	Jan-25	Phase 2 Live	\$ -	\$246,708	\$8,333	\$255,042
Year 2	Month 19	Feb-25	Phase 2 Live	\$ -	\$246,708	\$8,333	\$255,042
Year 2	Month 20	Mar-25	Phase 2 Live	\$ -	\$246,708	\$8,333	\$255,042
Year 2	Month 21	Apr-25	Phase 2 Live	\$ -	\$246,708	\$8,333	\$255,042
Year 2	Month 22	May-25	Phase 2 Live	\$ -	\$246,708	\$8,333	\$255,042
Year 2	Month 23	Jun-25	Phase 2 Live	\$ -	\$246,708	\$8,333	\$255,042
Year 2	Month 24	Jul-25	Phase 2 Live	\$ -	\$246,708	\$8,333	\$255,042
Year 3	Month 25	Aug-25	Phase 2 Live	\$ -	\$246,708	\$8,333	\$255,042
Year 3	Month 26	Sep-25	Phase 2 Live	\$ -	\$246,708	\$8,333	\$255,042
Year 3	Month 27	Oct-25	Phase 2 Live	\$ -	\$246,708	\$8,333	\$255,042
Year 3	Month 28	Nov-25	Phase 2 Live	\$ -	\$246,708	\$8,333	\$255,042
Year 3	Month 29	Dec-25	Phase 2 Live	\$ -	\$246,708	\$8,333	\$255,042
Year 3	Month 30	Jan-26	Phase 2 Live	\$ -	\$246,708	\$8,333	\$255,042
Year 3	Month 31	Feb-26	Phase 2 Live	\$ -	\$246,708	\$8,333	\$255,042
Year 3	Month 32	Mar-26	Phase 2 Live	\$ -	\$246,708	\$8,333	\$255,042
Year 3	Month 33	Apr-26	Phase 2 Live	\$ -	\$246,708	\$8,333	\$255,042
Year 3	Month 34	May-26	Phase 2 Live	\$ -	\$246,708	\$8,333	\$255,042
Year 3	Month 35	Jun-26	Phase 2 Live	\$ -	\$246,708	\$8,333	\$255,042
Year 3	Month 36	Jul-26	Phase 2 Live	\$ -	\$246,708	\$8,333	\$255,042

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<u>Move To</u>	0
<u>Table Insert</u>	11
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	5
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