



GILEAD SCIENCES, INC. EVENT SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the “**Agreement**”) is made effective as of November 21, 2019 (the “**Effective Date**”) by and between **Gilead Sciences, Inc.**, a Delaware corporation, having its principal place of business at 333 Lakeside Drive, Foster City, California 94404 (together with its affiliates and subsidiaries, “**Gilead**”) and County of San Mateo, a California non-profit corporation, having an address at 555 County Center Fl 4, Redwood City, California 94063 (“**Recipient**”). Gilead and Recipient are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

1. Intent of Gilead and the Recipient. The receipt of support from Gilead, whether financial or otherwise, shall impose no obligation upon the Recipient to promote or otherwise encourage the prescription, recommendation, purchase, supply, sale or administration of the products of Gilead or its affiliates. The Recipient will not be asked by Gilead to endorse a specific Gilead product.

2. Financial Support

(a) Gilead hereby agrees to provide the Recipient the sum of \$20,000.00 for the purpose of supporting, at the RISE level (“**Financial Support**”), the RISE 2020 Women’s Leadership Conference, which will be held at the Skyline College, San Bruno on March 7, 2020 (the “**Event**”).

(b) Gilead is required to report payments, reimbursement of expenses and other transfers of value to certain recipients, which may include physicians, other healthcare providers, and/or hospitals (collectively, “**Reportable Recipients**”) in accordance with applicable laws, including, if applicable, Section 6002 of the Patient Protection and Affordable Care Act (also known as “**OPEN PAYMENTS**” or the “**Physician Payments Sunshine Act**”). If Recipient is providing such payments, reimbursements or transfers of value to Reportable Recipients on Gilead’s behalf, Recipient shall (i) attend a webinar training provided by Gilead on the submitting of reportable expenses in accordance with Gilead procedures and (ii) report accurately and timely all reportable expenses to Gilead pursuant to Gilead procedures.

(c) In return for the provision of the Financial Support as set out in Section 2(a), the Recipient shall provide Gilead with:

- Introduction by Event master of ceremonies
- Logo and sponsorship level prominently displayed on Event materials including

website, on-site signage, event program and social media.

- Banner display opportunity
- Mention in (2) Event press releases surrounding the event date.
- Recognition in Event thank you letter
- Access to attend Event
- Ten (10) tickets to the Event

3. Compliance with Regulatory and Policy Requirements.

(a) The Recipient shall comply with any and all applicable laws, regulations or codes of practice, including, without limitation, those relating to bribery and corruption including the US Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010 (each as amended from time to time) or any other applicable anti-corruption laws, rules or regulations.

(b) **Trademarks and Trade Names.** Recipient will have no interest in any Gilead trademark, service mark, corporate logo or trade name (collectively, “**Mark**”) used at the Event. Gilead hereby grants to Recipient a non-exclusive, non-transferable, non-assignable and royalty free right to use Gilead’s Marks solely for the purposes of operating the Event. Recipient’s use of the Marks is limited to the uses detailed in Sections 2(c), 3(c) and 4. Any such use of the Marks shall be in strict compliance with the terms of this Agreement and as detailed in Schedule A (Guidelines for Third Party Use of Gilead’s Trademarks) and Schedule B (Gilead’s Brand Guidelines), attached hereto and incorporated herein. Any and all use of such Marks by Recipient will inure solely to the benefit of Gilead. Recipient will not contest, oppose, or challenge Gilead’s ownership of such Marks, or do anything to impair Gilead’s ownership or rights in such Marks. Recipient will use the Marks in compliance with all applicable laws, rules and regulations and in a manner that reflects favorably on and preserves the integrity of the Marks. Recipient will not: (i) adopt or use any trademarks, brand names, words, logos,



symbols, letters, designs or marks (A) in combination with the Marks in a manner that would create combination marks, or (B) that would be confusingly similar to any of the Marks; or (ii) modify any of the Marks in any way. Recipient will provide Gilead with a sample of all proposed documents and any other materials utilizing the Marks for review and approval in advance of production. All such use of Gilead's Marks on such documents and materials will be subject to Gilead's written approval, which may be withheld in its sole discretion. Recipient shall not use the Marks except as expressly permitted herein.

- (c) **Publication.** Except as set forth in Sections 2(c) and 4, under no circumstances will Recipient use the Gilead name or corporate logo or name any of its personnel in promotional materials, literature, press releases, advertising or any other public announcement without Gilead's prior written permission and approval on each occurrence.

4. Public Disclosure. The support and/or involvement of Gilead will be acknowledged by the Recipient and made clear on all Materials by using the following statements (as applicable): "Supported by Gilead who provided funding. Gilead has had no input into the content of the materials used at this meeting/conference."

5. Term and Termination.

- (a) **Term of Agreement.** The term of this Agreement will begin on the Effective Date and will end upon completion of all items set forth in Section 2(c), unless terminated earlier in accordance with this Section 5.
- (b) **Termination.**
- (i) Gilead may terminate this Agreement upon ten (10) business days' written notice to Recipient in advance of the Event for any reason.
 - (ii) Gilead may terminate this Agreement immediately upon written notice to

Recipient if Recipient loses its status as a 501(c)(3) non-profit corporation.

- (c) **Effect of Termination.** Upon termination by Gilead in accordance with this Section, Recipient shall refund any and all Financial Support that it has received from Gilead.

6. General.

- (a) This Agreement shall be interpreted and enforced in accordance with the laws of the state of California regardless of any choice of law principles. The Parties will submit any dispute, controversy or claim arising out of or relating to the validity, formation, enforceability, performance, breach or termination of this Agreement to the exclusive jurisdiction of the U.S. federal or California state courts within the California counties of Alameda, San Francisco, San Mateo, or San Jose, and the Parties hereby submit to, and waive any objection to, personal jurisdiction and venue in such courts for such purpose.
- (b) This Agreement sets forth the complete, final and exclusive agreement between the Parties and supersedes and terminates all prior agreements and understandings between the Parties. If any provision of this Agreement is judicially or administratively determined to be unenforceable, the provision will be reformed to most nearly approximate the Parties' original intent, but otherwise this Agreement will continue in full force and effect. No amendment to, or waiver of right under, this Agreement is effective unless in writing signed by authorized representatives of the Parties.

[Signature page follows.]

The parties hereto have entered into this Agreement as of the Effective Date by their duly authorized representatives.

GILEAD SCIENCES, INC.

Signed: _____

Name: _____

Title: _____

COUNTY OF SAN MATEO

Signed: _____

Name: _____

Title: _____

SCHEDULE A

GUIDELINES FOR THIRD PARTY USE OF GILEAD'S TRADEMARKS

The trademarks of Gilead Sciences, Inc. can be used only pursuant to these Guidelines, our Trademark License Agreement, and for the specific purposes for which Gilead has given permission. When you use any of our trademarks, you must always follow the Rules for Proper Usage included in these Guidelines.

In addition, Gilead may provide you with written requirements as to the size, typeface, colors, and other graphic characteristics of Gilead trademarks. If we provide these requirements to you at the time of our approval, you must implement them before using our trademarks. If we provide these requirements to you after we initially gave our permission, you must implement them within a commercially reasonable timeframe.

Trademark Basics

What is a trademark?

A trademark is a word, name, symbol or device (or a combination thereof) that identifies the goods or services of a person or company and distinguishes them from the goods and services of others. A trademark assures consumers of consistent quality with respect to those goods or services and aids in their promotion.

Why is it important to use marks correctly?

Rights to a trademark can last indefinitely if the owner continues to use the mark to identify its goods and services. If trademarks are not used properly, they may be lost and one of the company's most important assets may lose all of its value. Rights may be lost through improper use of the trademark by the public.

Rules for Proper Usage

Things You Must Do When Using Gilead's Trademarks:

- If you are using a Gilead trademark, distinguish the trademark from the surrounding text in some way. Capitalize the first letter, capitalize or italicize the entire mark, place the mark in quotes, or use a different type style or font for the mark than for the generic name.
- Use the trademark only as an adjective, never as a noun or verb, and never in the plural or possessive form.
- Use a generic term following the trademark, for example: TRUVADA tablet.
- Use only Gilead-approved artwork when using Gilead's logos.
- If you are using a Gilead logo on a web page, there must exist a minimum spacing of 25 pixels between each side of the logo and other graphic or textual elements on your web page.
- Normally, an unregistered Gilead trademark should be followed by the superscripted letters TM or SM to give notice that the company claims trademark rights in the term. A registered Gilead trademark should be followed by the symbol ® to identify the term as a registered trademark. In advertising copy, notice of trademark rights may be provided in a footnote format – e.g., by placing an asterisk adjacent to the Gilead trademark and placing an appropriate notice at the bottom of the page on which the asterisk appears. Example: *GILEAD Logo is a trademark of Gilead Sciences, Inc.

Things You Can't Do with Gilead's Trademarks:

- Don't change, remove, distort or alter any element of a Gilead trademark. That includes modifying a Gilead trademark, for example, through hyphenation, combination or abbreviation. Do not shorten, abbreviate, or create acronyms out of Gilead trademarks.
- Don't display a Gilead trademark as the most prominent element on your materials, whether it is a web page, advertisement or display.
- Don't display a Gilead trademark in any manner that implies a relationship or affiliation with, sponsorship, or endorsement by Gilead, or that can be reasonably interpreted to suggest editorial content has been authored by, or represents the views or opinions of Gilead or Gilead personnel.
- Don't display a Gilead trademark on any web site that contains or displays adult content, promotes gambling, involves the sale of tobacco or alcohol to persons under twenty-one years of age, or otherwise violates applicable law.
- Don't display a Gilead trademark in a manner that is in Gilead's sole opinion misleading, unfair, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to Gilead.
- Don't display a Gilead trademark on a site that violates any law or regulation.
- Don't frame or mirror any Gilead web page.
- Don't incorporate Gilead trademarks into your own product name, service names, trademarks, logos, or company names.
- Don't copy or imitate Gilead's trade dress, including the look and feel of Gilead brand packaging, distinctive color combinations, typography, graphic designs, product icons, or imagery associated with Gilead
- Don't adopt marks, logos, slogans, or designs that are confusingly similar to Gilead's trademarks.
- Don't register Gilead trademarks as second-level domain names.
- Don't use Gilead trademarks in a way that suggests a common, descriptive, or generic meaning.
- Trademark rights vary from country to country. Some countries have severe criminal and civil penalties for improper use of the registration symbol. Therefore, don't use the registration symbol (®) in countries where the mark has not been registered.

If you have any question about usage of Gilead's trademarks, requests for clarification or permission may be submitted to trademarks@gilead.com.

SCHEDULE B

GILEAD'S IDENTITY STANDARDS
(attached)