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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 10-Q**

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**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

**For the quarterly period ended March 31, 2022**

or

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

**For the transition period from \_\_\_\_\_ to \_\_\_\_\_**

Commission File No. 0-19731

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**GILEAD SCIENCES, INC.**

(Exact Name of Registrant as Specified in Its Charter)

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**Delaware**

(State or Other Jurisdiction of Incorporation or Organization)

**94-3047598**

(IRS Employer Identification No.)

**333 Lakeside Drive, Foster City, California 94404**

(Address of principal executive offices) (Zip Code)

**650-574-3000**

(Registrant's Telephone Number, Including Area Code)

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**Securities registered pursuant to Section 12(b) of the Act:**

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
<b>Common Stock, par value, \$0.001 per share</b>	<b>GILD</b>	<b>The Nasdaq Global Select Market</b>

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer" "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer  Non-accelerated filer

Smaller reporting company  Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes  No

Number of shares outstanding of the issuer's common stock, par value \$0.001 per share, as of April 29, 2022: 1,254,313,448

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# GILEAD SCIENCES, INC.

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We own or have rights to various trademarks and trade names used in our business, including the following: GILEAD<sup>®</sup>, GILEAD SCIENCES<sup>®</sup>, AMBISOME<sup>®</sup>, ATRIPLA<sup>®</sup>, BIKTARVY<sup>®</sup>, CAYSTON<sup>®</sup>, COMPLERA<sup>®</sup>, DESCOVY<sup>®</sup>, DESCOVY FOR PREP<sup>®</sup>, EMTRIVA<sup>®</sup>, EPCLUSA<sup>®</sup>, EVIPLERA<sup>®</sup>, GENVOYA<sup>®</sup>, HARVONI<sup>®</sup>, HEPCLUDEX<sup>®</sup> (BULEVIRTIDE), HEPSERA<sup>®</sup>, JYSELECA<sup>®</sup> (FILGOTINIB), LETAIRIS<sup>®</sup>, ODEFSEY<sup>®</sup>, RANEXA<sup>®</sup>, SOVALDI<sup>®</sup>, STRIBILD<sup>®</sup>, TECARTUS<sup>®</sup>, TRODELVY<sup>®</sup>, TRUVADA<sup>®</sup>, TRUVADA FOR PREP<sup>®</sup>, TYBOST<sup>®</sup>, VEKLURY<sup>®</sup>, VEMLIDY<sup>®</sup>, VIREAD<sup>®</sup>, VOSEVI<sup>®</sup>, YESCARTA<sup>®</sup> and ZYDELIG<sup>®</sup>. This report also refers to trademarks, service marks and trade names of other companies.

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**PART I. FINANCIAL INFORMATION**

**Item 1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

**GILEAD SCIENCES, INC.**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**  
(unaudited)

(in millions, except per share amounts)	March 31, 2022	December 31, 2021
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 4,296	\$ 5,338
Short-term marketable debt securities	1,029	1,182
Accounts receivable, net	3,787	4,493
Inventories	1,482	1,618
Prepaid and other current assets	2,035	2,141
Total current assets	12,629	14,772
Property, plant and equipment, net	5,253	5,121
Long-term marketable debt securities	1,427	1,309
Intangible assets, net	30,331	33,455
Goodwill	8,314	8,332
Other long-term assets	5,126	4,963
Total assets	\$ 63,080	\$ 67,952
<b>Liabilities and Stockholders' Equity</b>		
Current liabilities:		
Accounts payable	\$ 583	\$ 705
Accrued government and other rebates	3,450	3,244
Accrued and other current liabilities	3,500	6,145
Current portion of long-term debt and other obligations, net	1,025	1,516
Total current liabilities	8,558	11,610
Long-term debt, net	25,183	25,179
Long-term income taxes payable	4,793	4,767
Deferred tax liability	3,687	4,356
Other long-term obligations	944	976
Commitments and contingencies (Note 10)		
Stockholders' equity:		
Preferred stock, par value \$0.001 per share; 5 shares authorized; none outstanding	—	—
Common stock, par value \$0.001 per share; 5,600 shares authorized; 1,255 and 1,254 shares issued and outstanding, respectively	1	1
Additional paid-in capital	4,867	4,661
Accumulated other comprehensive income	73	83
Retained earnings	14,986	16,324
Total Gilead stockholders' equity	19,927	21,069
Noncontrolling interest	(12)	(5)
Total stockholders' equity	19,915	21,064
Total liabilities and stockholders' equity	\$ 63,080	\$ 67,952

See accompanying notes.

**GILEAD SCIENCES, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF INCOME**  
(unaudited)

(in millions, except per share amounts)	Three Months Ended	
	March 31,	
	2022	2021
Revenues:		
Product sales	\$ 6,534	\$ 6,340
Royalty, contract and other revenues	56	83
Total revenues	6,590	6,423
Costs and expenses:		
Cost of goods sold	1,424	1,361
Research and development expenses	1,186	1,055
In-process research and development impairment	2,700	—
Acquired in-process research and development expenses	—	62
Selling, general and administrative expenses	1,083	1,055
Total costs and expenses	6,393	3,533
Income from operations	197	2,890
Interest expense	(238)	(257)
Other income (expense), net	(111)	(369)
Income (loss) before income taxes	(152)	2,264
Income tax benefit (expense)	164	(542)
Net income	12	1,722
Net loss attributable to noncontrolling interest	7	7
Net income attributable to Gilead	\$ 19	\$ 1,729
Net income per share attributable to Gilead common stockholders - basic	\$ 0.02	\$ 1.38
Shares used in per share calculation - basic	1,255	1,256
Net income per share attributable to Gilead common stockholders - diluted	\$ 0.02	\$ 1.37
Shares used in per share calculation - diluted	1,262	1,262

See accompanying notes.

**GILEAD SCIENCES, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
(unaudited)

(in millions)	Three Months Ended	
	March 31,	
	2022	2021
Net income	\$ 12	\$ 1,722
Other comprehensive income (loss):		
Net foreign currency translation gain, net of tax	5	10
Available-for-sale debt securities:		
Net unrealized loss, net of tax	(19)	(2)
Reclassifications to net income, net of tax	—	—
Net change	(19)	(2)
Cash flow hedges:		
Net unrealized gain, net of tax	24	68
Reclassifications to net income, net of tax	(20)	22
Net change	4	90
Other comprehensive income (loss)	(10)	98
Comprehensive income	2	1,820
Comprehensive loss attributable to noncontrolling interest	7	7
Comprehensive income attributable to Gilead	\$ 9	\$ 1,827

See accompanying notes.

**GILEAD SCIENCES, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**  
(unaudited)

Three Months Ended March 31, 2022							
Gilead Stockholders' Equity							
(in millions, except per share amounts)	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Noncontrolling Interest	Total Stockholders' Equity
	Shares	Amount					
Balance as of December 31, 2021	1,254	\$ 1	\$ 4,661	\$ 83	\$ 16,324	\$ (5)	\$ 21,064
Net income (loss)	—	—	—	—	19	(7)	12
Other comprehensive loss, net of tax	—	—	—	(10)	—	—	(10)
Issuances under employee stock purchase plan	1	—	73	—	—	—	73
Issuances under equity incentive plans	7	—	21	—	—	—	21
Stock-based compensation	—	—	131	—	—	—	131
Repurchases of common stock	(7)	—	(19)	—	(425)	—	(444)
Dividends declared (\$0.73 per share)	—	—	—	—	(932)	—	(932)
Balance as of March 31, 2022	1,255	\$ 1	\$ 4,867	\$ 73	\$ 14,986	\$ (12)	\$ 19,915

Three Months Ended March 31, 2021							
Gilead Stockholders' Equity							
(in millions, except per share amounts)	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Noncontrolling Interest	Total Stockholders' Equity
	Shares	Amount					
Balance as of December 31, 2020	1,254	\$ 1	\$ 3,880	\$ (60)	\$ 14,381	\$ 19	\$ 18,221
Net income (loss)	—	—	—	—	1,729	(7)	1,722
Other comprehensive income, net of tax	—	—	—	98	—	—	98
Issuances under employee stock purchase plan	1	—	76	—	—	—	76
Issuances under equity incentive plans	5	—	12	—	—	—	12
Stock-based compensation	—	—	140	—	—	—	140
Repurchases of common stock	(6)	—	(16)	—	(383)	—	(399)
Dividends declared (\$0.71 per share)	—	—	—	—	(906)	—	(906)
Balance as of March 31, 2021	1,254	\$ 1	\$ 4,092	\$ 38	\$ 14,821	\$ 12	\$ 18,964

See accompanying notes.

**GILEAD SCIENCES, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(unaudited)

(in millions)	Three Months Ended March 31,	
	2022	2021
<b>Operating Activities:</b>		
Net income	\$ 12	\$ 1,722
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation expense	80	78
Amortization expense	445	395
Stock-based compensation expense	130	139
Acquired in-process research and development expenses	—	62
In-process research and development impairment	2,700	—
Deferred income taxes	(651)	71
Net loss from equity securities	96	351
Other	190	201
Changes in operating assets and liabilities:		
Accounts receivable, net	699	975
Inventories	53	(69)
Prepaid expenses and other	(20)	(8)
Accounts payable	(91)	(253)
Income taxes payable	(146)	(316)
Accrued and other liabilities	(1,657)	(738)
Net cash provided by operating activities	1,840	2,610
<b>Investing Activities:</b>		
Purchases of marketable debt securities	(613)	(931)
Proceeds from sales of marketable debt securities	119	60
Proceeds from maturities of marketable debt securities	506	619
Acquisitions, including in-process research and development, net of cash acquired	(30)	(1,255)
Purchases of equity securities	(28)	(279)
Capital expenditures	(247)	(165)
Other	(777)	(91)
Net cash used in investing activities	(1,070)	(2,042)
<b>Financing Activities:</b>		
Proceeds from issuances of common stock	94	88
Repurchases of common stock	(352)	(309)
Repayments of debt and other obligations	(500)	(1,250)
Payments of dividends	(945)	(917)
Other	(91)	(89)
Net cash used in financing activities	(1,794)	(2,477)
Effect of exchange rate changes on cash and cash equivalents	(18)	(23)
Net change in cash and cash equivalents	(1,042)	(1,932)
Cash and cash equivalents at beginning of period	5,338	5,997
Cash and cash equivalents at end of period	<u>\$ 4,296</u>	<u>\$ 4,065</u>

See accompanying notes.

**GILEAD SCIENCES, INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
(unaudited)

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Presentation**

The accompanying unaudited Condensed Consolidated Financial Statements have been prepared in accordance with U.S. generally accepted accounting principles for interim financial information. The financial statements include all adjustments consisting of normal recurring adjustments that the management of Gilead Sciences, Inc. (“Gilead,” “we,” “our” or “us”) believes are necessary for a fair presentation of the periods presented. These interim financial results are not necessarily indicative of results expected for the full fiscal year or for any subsequent interim period.

The accompanying Condensed Consolidated Financial Statements include the accounts of Gilead, our wholly-owned subsidiaries and certain variable interest entities for which we are the primary beneficiary. All intercompany transactions have been eliminated. For consolidated entities where we own or are exposed to less than 100% of the economics, we record net income or loss attributable to noncontrolling interests in our Condensed Consolidated Statements of Income equal to the percentage of the economic or ownership interest retained in such entities by the respective noncontrolling parties.

We assess at the inception of an arrangement with another entity whether the relationship results in it being a variable interest entity (“VIE”) and, if so, whether we are the primary beneficiary of the VIE. This assessment is based on our power to direct the activities of the VIE that most significantly impact the VIE’s economic performance and our obligation to absorb losses or the right to receive benefits from the VIE that could potentially be significant to the VIE. We did not have any material VIEs as of March 31, 2022.

The accompanying Condensed Consolidated Financial Statements and related Notes to Condensed Consolidated Financial Statements should be read in conjunction with the audited Consolidated Financial Statements and the related notes thereto for the year ended December 31, 2021, included in our Annual Report on Form 10-K filed with the U.S. Securities and Exchange Commission. Certain amounts and percentages in these Condensed Consolidated Financial Statements and accompanying notes may not sum or recalculate due to rounding.

**Segment Information**

We have one operating segment, which primarily focuses on the discovery, development and commercialization of innovative medicines in areas of unmet medical need. Our Chief Executive Officer, as the chief operating decision-maker (“CODM”), manages and allocates resources to the operations of our company on an entity-wide basis. Managing and allocating resources on an entity-wide basis enables our CODM to assess the overall level of resources available and how to best deploy these resources across functions and research and development (“R&D”) projects based on unmet medical need and, as necessary, reallocate resources among our internal R&D portfolio and external opportunities to best support the long-term growth of our business. See Note 2. Revenues for a summary of disaggregated revenues by product and geographic region.

**Significant Accounting Policies, Estimates and Judgments**

The preparation of these Condensed Consolidated Financial Statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues, expenses and related disclosures. On an ongoing basis, we evaluate our significant accounting policies and estimates. We base our estimates on historical experience and on various market-specific and other relevant assumptions that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Estimates are assessed each period and updated to reflect current information. Actual results may differ significantly from these estimates.

**Concentrations of Risk**

We are subject to credit risk from our portfolio of cash equivalents and marketable securities. Under our investment policy, we limit amounts invested in such securities by credit rating, maturity, industry group, investment type and issuer, except for securities issued by the U.S. government. We are not exposed to any significant concentrations of credit risk from these financial instruments. The goals of our investment policy, in order of priority, are as follows: safety and preservation of principal and diversification of risk; liquidity of investments sufficient to meet cash flow requirements; and a competitive after-tax rate of return.



We are also subject to credit risk from our accounts receivable related to our product sales. Trade accounts receivable are recorded net of allowances for wholesaler chargebacks related to government and other programs, cash discounts for prompt payment and credit losses. Estimates of our allowance for credit losses consider a number of factors, including existing contractual payment terms, individual customer circumstances, historical payment patterns of our customers, a review of the local economic environment and its potential impact on expected future customer payment patterns and government funding and reimbursement practices. The majority of our trade accounts receivable arises from product sales in the United States and Europe.

## 2. REVENUES

### Disaggregation of Revenues

The following table summarizes our Total revenues:

(in millions)	Three Months Ended March 31, 2022				Three Months Ended March 31, 2021			
	U.S.	Europe	Other International	Total	U.S.	Europe	Other International	Total
<b>Product sales:</b>								
<b>HIV</b>								
Biktarvy	\$ 1,706	\$ 261	\$ 184	\$ 2,151	\$ 1,465	\$ 216	\$ 143	\$ 1,824
Complera/Eviplera	17	24	4	44	25	34	4	63
Descovy	311	32	31	374	282	42	35	359
Genvoya	457	77	48	582	506	106	61	673
Odefsey	232	96	11	339	240	113	14	367
Stribild	22	8	3	32	31	11	4	46
Truvada	28	4	6	38	119	7	9	135
Revenue share - Symtuza <sup>(1)</sup>	86	44	3	132	89	44	2	135
Other HIV <sup>(2)</sup>	5	4	5	14	29	5	14	48
<b>Total HIV</b>	<b>2,862</b>	<b>550</b>	<b>295</b>	<b>3,707</b>	<b>2,786</b>	<b>578</b>	<b>286</b>	<b>3,650</b>
<b>Veklury</b>	<b>801</b>	<b>304</b>	<b>430</b>	<b>1,535</b>	<b>820</b>	<b>388</b>	<b>248</b>	<b>1,456</b>
<b>Hepatitis C virus ("HCV")</b>								
Ledipasvir/Sofosbuvir <sup>(3)</sup>	13	4	18	35	19	16	21	56
Sofosbuvir/Velpatasvir <sup>(4)</sup>	162	83	85	330	214	75	92	381
Other HCV <sup>(5)</sup>	24	8	2	34	25	44	4	73
<b>Total HCV</b>	<b>199</b>	<b>95</b>	<b>105</b>	<b>399</b>	<b>258</b>	<b>135</b>	<b>117</b>	<b>510</b>
<b>Hepatitis B virus ("HBV") / Hepatitis delta virus ("HDV")</b>								
Vemlidy	80	9	111	200	77	8	96	181
Viread	—	6	17	23	4	7	20	31
Other HBV/HDV <sup>(6)</sup>	—	13	—	13	—	8	—	8
<b>Total HBV/HDV</b>	<b>80</b>	<b>28</b>	<b>128</b>	<b>235</b>	<b>81</b>	<b>23</b>	<b>116</b>	<b>220</b>
<b>Cell therapy</b>								
Tecartus	47	15	1	63	27	4	—	31
Yescarta	125	77	9	211	92	61	7	160
<b>Total cell therapy</b>	<b>172</b>	<b>92</b>	<b>10</b>	<b>274</b>	<b>119</b>	<b>65</b>	<b>7</b>	<b>191</b>
<b>Trodelyv</b>	<b>119</b>	<b>25</b>	<b>2</b>	<b>146</b>	<b>72</b>	<b>—</b>	<b>—</b>	<b>72</b>
<b>Other</b>								
AmBisome	25	66	53	144	12	66	43	121
Letairis	43	—	—	43	54	—	—	54
Other <sup>(7)</sup>	26	15	9	50	38	20	8	66
<b>Total other</b>	<b>94</b>	<b>81</b>	<b>62</b>	<b>236</b>	<b>104</b>	<b>86</b>	<b>51</b>	<b>241</b>
<b>Total product sales</b>	<b>4,329</b>	<b>1,174</b>	<b>1,031</b>	<b>6,534</b>	<b>4,240</b>	<b>1,275</b>	<b>825</b>	<b>6,340</b>
<b>Royalty, contract and other revenues</b>	<b>27</b>	<b>27</b>	<b>3</b>	<b>56</b>	<b>20</b>	<b>61</b>	<b>2</b>	<b>83</b>
<b>Total revenues</b>	<b>\$ 4,355</b>	<b>\$ 1,202</b>	<b>\$ 1,033</b>	<b>\$ 6,590</b>	<b>\$ 4,260</b>	<b>\$ 1,336</b>	<b>\$ 827</b>	<b>\$ 6,423</b>

<sup>(1)</sup> Represents our revenue from cobicistat ("C"), emtricitabine ("FTC") and tenofovir alafenamide ("TAF") in Symtuza (darunavir/C/FTC/TAF), a fixed dose combination product commercialized by Janssen Sciences Ireland Unlimited Company ("Janssen").

<sup>(2)</sup> Includes Atripla, Emtriva and Tybost.

<sup>(3)</sup> Amounts consist of sales of Harvoni and the authorized generic version of Harvoni sold by our separate subsidiary, Aseguia Therapeutics LLC.

<sup>(4)</sup> Amounts consist of sales of Epclusa and the authorized generic version of Epclusa sold by our separate subsidiary, Aseguia Therapeutics LLC.

<sup>(5)</sup> Includes Vosevi and Sovaldi.

<sup>(6)</sup> Includes Hepcludex and Hepsera.

<sup>(7)</sup> Includes Cayston, Jyseleca, Ranexa and Zydelig.

### Revenues from Major Customers

The following table summarizes revenues from each of our customers who individually accounted for 10% or more of our total revenues:

(as a percentage of total revenues)	Three Months Ended	
	March 31,	
	2022	2021
AmerisourceBergen Corporation	19 %	27 %
Cardinal Health, Inc.	23 %	18 %
McKesson Corporation	20 %	17 %

### Revenues Recognized from Performance Obligations Satisfied in Prior Periods

The following table summarizes revenues recognized from performance obligations satisfied in prior periods:

(in millions)	Three Months Ended	
	March 31,	
	2022	2021
Revenue share with Janssen and royalties for licenses of intellectual property	\$ 184	\$ 226
Changes in estimates	\$ 230	\$ 332

### Contract Balances

Our contract assets, which consist of unbilled amounts primarily from arrangements where the licensing of intellectual property is the only or predominant performance obligation, totaled \$160 million and \$174 million as of March 31, 2022 and December 31, 2021, respectively. Contract liabilities, which generally result from receipt of advance payment before our performance under the contract, were \$117 million and \$79 million as of March 31, 2022 and December 31, 2021, respectively.

### 3. FAIR VALUE MEASUREMENTS

We determine the fair value of financial and non-financial assets and liabilities using the fair value hierarchy, which establishes three levels of inputs that may be used to measure fair value, as follows:

- Level 1 inputs include quoted prices in active markets for identical assets or liabilities;
- Level 2 inputs include observable inputs other than Level 1 inputs, such as quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the asset or liability; and
- Level 3 inputs include unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the underlying asset or liability. Our Level 3 assets and liabilities include those whose fair value measurements are determined using pricing models, discounted cash flow methodologies or similar valuation techniques and significant management judgment or estimation.

Our financial instruments consist primarily of cash and cash equivalents, marketable debt securities, accounts receivable, foreign currency exchange contracts, equity securities, accounts payable and short-term and long-term debt. Cash and cash equivalents, marketable debt securities, certain equity securities and foreign currency exchange contracts are reported at their respective fair values on our Condensed Consolidated Balance Sheets. Equity securities without readily determinable fair values are recorded using the measurement alternative of cost less impairment, if any, adjusted for observable price changes in orderly transactions for identical or similar investments of the same issuer. Short-term and long-term debt are reported at their amortized costs on our Condensed Consolidated Balance Sheets. The remaining financial instruments are reported on our Condensed Consolidated Balance Sheets at amounts that approximate current fair values.

The following table summarizes the types of assets and liabilities measured at fair value on a recurring basis by level within the fair value hierarchy:

(in millions)	March 31, 2022				December 31, 2021			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
<b>Assets:</b>								
Available-for-sale debt securities:								
U.S. treasury securities	\$ 476	\$ —	\$ —	\$ 476	\$ 407	\$ —	\$ —	\$ 407
U.S. government agencies securities	—	5	—	5	—	4	—	4
Non-U.S. government securities	—	30	—	30	—	50	—	50
Certificates of deposit	—	153	—	153	—	249	—	249
Corporate debt securities	—	1,442	—	1,442	—	1,363	—	1,363
Residential mortgage and asset-backed securities	—	407	—	407	—	424	—	424
Equity securities:								
Money market funds	2,360	—	—	2,360	3,661	—	—	3,661
Equity investment in Galapagos NV (“Galapagos”)	1,046	—	—	1,046	931	—	—	931
Equity investment in Arcus Biosciences, Inc. (“Arcus”)	436	—	—	436	559	—	—	559
Other publicly traded equity securities	243	—	—	243	331	—	—	331
Deferred compensation plan	253	—	—	253	261	—	—	261
Foreign currency derivative contracts	—	84	—	84	—	80	—	80
<b>Total</b>	<b>\$ 4,813</b>	<b>\$ 2,122</b>	<b>\$ —</b>	<b>\$ 6,935</b>	<b>\$ 6,150</b>	<b>\$ 2,170</b>	<b>\$ —</b>	<b>\$ 8,320</b>
<b>Liabilities:</b>								
Liability for MYR GmbH (“MYR”) contingent consideration	\$ —	\$ —	\$ 322	\$ 322	\$ —	\$ —	\$ 317	\$ 317
Deferred compensation plan	253	—	—	253	261	—	—	261
Foreign currency derivative contracts	—	11	—	11	—	5	—	5
<b>Total</b>	<b>\$ 253</b>	<b>\$ 11</b>	<b>\$ 322</b>	<b>\$ 586</b>	<b>\$ 261</b>	<b>\$ 5</b>	<b>\$ 317</b>	<b>\$ 583</b>

## Level 2 Inputs

### Available-for-Sale Debt Securities

For our available-for-sale debt securities, we estimate the fair values by reviewing trading activity and pricing as of the measurement date, and taking into consideration valuations obtained from third-party pricing services. The pricing services utilize industry standard valuation models, including both income-based and market-based approaches, for which all significant inputs are observable, either directly or indirectly, to estimate the fair value. These inputs include reported trades of and broker/dealer quotes on the same or similar securities, issuer credit spreads, benchmark securities, prepayment/default projections based on historical data and other observable inputs.

### Foreign Currency Derivative Contracts

Substantially all of our foreign currency derivative contracts have maturities within an 18-month time horizon and all are with counterparties that have a minimum credit rating of A- or equivalent by S&P Global Ratings, Moody’s Investors Service, Inc. or Fitch Ratings, Inc. We estimate the fair values of these contracts by taking into consideration the valuations obtained from a third-party valuation service that utilizes an income-based industry standard valuation model for which all significant inputs are observable, either directly or indirectly. These inputs include foreign currency exchange rates, Secured Overnight Financing Rate (“SOFR”) and swap rates. These inputs, where applicable, are observable at commonly quoted intervals.

### Senior Unsecured Notes

The total estimated fair values of our senior unsecured notes, determined using Level 2 inputs based on their quoted market values, were approximately \$25.6 billion and \$28.6 billion as of March 31, 2022 and December 31, 2021, respectively, and the carrying values were \$25.1 billion and \$25.6 billion as of March 31, 2022 and December 31, 2021, respectively.

## Level 3 Inputs

### Contingent Consideration

In connection with our first quarter 2021 acquisition of MYR, we recorded a liability for contingent consideration, which is revalued each reporting period until the related contingency is resolved. The contingent consideration was estimated using probability-weighted scenarios for U.S. Food and Drug Administration (“FDA”) approval of Hepcludex.

The following table summarizes the change in fair value of our contingent consideration:

(in millions)	Three Months Ended March 31,	
	2022	2021
Beginning balance	\$ 317	\$ —
Additions	—	341
Changes in valuation assumptions	10	—
Effect of foreign exchange remeasurement	(6)	—
Ending balance	<u>\$ 322</u>	<u>\$ 341</u>

Changes in valuation assumptions were primarily related to updated probability rate estimates. The changes in the fair value of this contingent consideration were included in Research and development expenses on our Condensed Consolidated Statements of Income.

### Liability Related to the Sale of Future Royalties

We recorded a liability related to the sale of future royalties as part of our fourth quarter 2020 acquisition of Immunomedics, Inc. (“Immunomedics”), which is subsequently amortized using the effective interest method over the remaining estimated life. The fair values of the liability related to the sale of future royalties were \$1.1 billion and \$1.3 billion as of March 31, 2022 and December 31, 2021, respectively, and the carrying value was \$1.1 billion as of March 31, 2022 and December 31, 2021. See Note 9. Debt and Credit Facilities for additional information.

### Fair Value Level Transfers

There were no transfers between Level 1, Level 2 and Level 3 in the periods presented.

### Nonrecurring Fair Value Measurements

During the three months ended March 31, 2022, we recorded a partial impairment charge of \$2.7 billion related to certain in-process research and development (“IPR&D”) assets. See Note 7. Goodwill and Intangible Assets for additional information.

## 4. AVAILABLE-FOR-SALE DEBT SECURITIES AND EQUITY SECURITIES

### Available-for-Sale Debt Securities

The following table summarizes our available-for-sale debt securities:

(in millions)	March 31, 2022				December 31, 2021			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
U.S. treasury securities	\$ 481	\$ —	\$ (5)	\$ 476	\$ 408	\$ —	\$ (1)	\$ 407
U.S. government agencies securities	5	—	—	5	4	—	—	4
Non-U.S. government securities	30	—	—	30	50	—	—	50
Certificates of deposit	153	—	—	153	249	—	—	249
Corporate debt securities	1,457	—	(15)	1,442	1,365	—	(2)	1,363
Residential mortgage and asset-backed securities	410	—	(3)	407	425	—	(1)	424
Total	<u>\$ 2,536</u>	<u>\$ —</u>	<u>\$ (23)</u>	<u>\$ 2,514</u>	<u>\$ 2,501</u>	<u>\$ —</u>	<u>\$ (4)</u>	<u>\$ 2,497</u>

The following table summarizes the classification of our available-for-sale debt securities in our Condensed Consolidated Balance Sheets:

(in millions)	March 31, 2022	December 31, 2021
Cash and cash equivalents	\$ 57	\$ 6
Short-term marketable debt securities	1,029	1,182
Long-term marketable debt securities	1,427	1,309
Total	<u>\$ 2,514</u>	<u>\$ 2,497</u>

The following table summarizes our available-for-sale debt securities by contractual maturity:

(in millions)	March 31, 2022	
	Amortized Cost	Fair Value
Within one year	\$ 1,091	\$ 1,086
After one year through five years	1,414	1,397
After five years	31	31
Total	<u>\$ 2,536</u>	<u>\$ 2,514</u>

We held a total of 618 and 203 positions which were in unrealized loss positions as of March 31, 2022 and 2021, respectively. No impairment was recognized for the three months ended March 31, 2022 and 2021.

### Equity Securities

#### *Equity Securities Measured at Fair Value*

The following table summarizes the classification of our equity securities measured at fair value on a recurring basis, including our equity method investments in Galapagos and Arcus for which we elected and applied the fair value option as we believe it best reflects the underlying economics of these investments, on our Condensed Consolidated Balance Sheets:

(in millions)	March 31, 2022	December 31, 2021
Cash and cash equivalents	\$ 2,360	\$ 3,661
Prepaid and other current assets	692	885
Other long-term assets	1,286	1,197
Total	<u>\$ 4,337</u>	<u>\$ 5,743</u>

#### *Other Equity Securities*

Equity method investments and other equity investments without readily determinable fair values were \$375 million and \$338 million as of March 31, 2022 and December 31, 2021, respectively, and were included in Other long-term assets on our Condensed Consolidated Balance Sheets.

#### *Unrealized Gains and Losses*

Net unrealized losses recognized on equity securities were \$96 million and \$351 million for the three months ended March 31, 2022 and 2021, respectively, and were included in Other income (expense), net on our Condensed Consolidated Statements of Income.

## 5. DERIVATIVE FINANCIAL INSTRUMENTS

Our operations in foreign countries expose us to market risk associated with foreign currency exchange rate fluctuations between the U.S. dollar and various foreign currencies, primarily the Euro. To manage this risk, we hedge a portion of our foreign currency exposures related to outstanding monetary assets and liabilities as well as forecasted product sales using foreign currency exchange forward contracts. In general, the market risk related to these contracts is offset by corresponding gains and losses on the hedged transactions. The credit risk associated with these contracts is driven by changes in interest and currency exchange rates and, as a result, varies over time. By working only with major banks and closely monitoring current market conditions, we seek to limit the risk that counterparties to these contracts may be unable to perform. We also seek to limit our risk of loss by entering into contracts that permit net settlement at maturity. Therefore, our overall risk of loss in the event of a counterparty default is limited to the amount of any unrealized gains on outstanding contracts (i.e., those contracts that have a positive fair value) at the date of default. We do not enter into derivative contracts for trading purposes.

The derivative instruments we use to hedge our exposures for certain monetary assets and liabilities are not designated as hedges and, as a result, changes in their fair value are recorded in Other income (expense), net on our Condensed Consolidated Statements of Income.

The derivative instruments we use to hedge our exposures for forecasted product sales are designated as cash flow hedges and have maturities of 18 months or less. Upon executing a hedging contract and each reporting period thereafter, we assess hedge effectiveness using regression analysis. The unrealized gains or losses on these hedges are recorded in Accumulated other comprehensive income (“AOCI”) and are reclassified into Product sales on our Condensed Consolidated Statements of Income when the respective hedged transactions affect earnings. The majority of gains and losses related to the hedged forecasted transactions reported in AOCI as of March 31, 2022 are expected to be reclassified to Product sales within 12 months.

The cash flow effects of our derivative contracts for the three months ended March 31, 2022 and 2021 were included within Net cash provided by operating activities on our Condensed Consolidated Statements of Cash Flows.

We had notional amounts of foreign currency exchange contracts outstanding of \$3.2 billion and \$2.9 billion as of March 31, 2022 and December 31, 2021, respectively.

While all our derivative contracts allow us the right to offset assets and liabilities, we have presented amounts on a gross basis. The following table summarizes the classification and fair values of derivative instruments in our Condensed Consolidated Balance Sheets:

(in millions)	March 31, 2022			
	Derivative Assets		Derivative Liabilities	
	Classification	Fair Value	Classification	Fair Value
Derivatives designated as hedges:				
Foreign currency exchange contracts	Prepaid and other current assets	\$ 77	Accrued and other current liabilities	\$ 6
Foreign currency exchange contracts	Other long-term assets	3	Other long-term obligations	1
<b>Total derivatives designated as hedges</b>		<b>81</b>		<b>7</b>
Derivatives not designated as hedges:				
Foreign currency exchange contracts	Prepaid and other current assets	3	Accrued and other current liabilities	5
<b>Total derivatives not designated as hedges</b>		<b>3</b>		<b>5</b>
<b>Total derivatives</b>		<b>\$ 84</b>		<b>\$ 11</b>

(in millions)	December 31, 2021			
	Derivative Assets		Derivative Liabilities	
	Classification	Fair Value	Classification	Fair Value
Derivatives designated as hedges:				
Foreign currency exchange contracts	Prepaid and other current assets	\$ 75	Accrued and other current liabilities	\$ 4
Foreign currency exchange contracts	Other long-term assets	5	Other long-term obligations	1
Total derivatives designated as hedges		80		
Derivatives not designated as hedges:				
Foreign currency exchange contracts	Prepaid and other current assets	—	Accrued and other current liabilities	—
Total derivatives not designated as hedges		—		
Total derivatives		\$ 80	\$ 5	

The following table summarizes the effect of our foreign currency exchange contracts on our Condensed Consolidated Financial Statements:

(in millions)	Three Months Ended	
	March 31,	
	2022	2021
Derivatives designated as hedges:		
Gain recognized in AOCI	\$ 28	\$ 78
Gain (loss) reclassified from AOCI into Product sales	\$ 22	\$ (25)
Derivatives not designated as hedges:		
Gain recognized in Other income (expense), net	\$ 19	\$ 34

From time to time, we may discontinue cash flow hedges and, as a result, record related amounts in Other income (expense), net on our Condensed Consolidated Statements of Income. There were no discontinuances of cash flow hedges for the three months ended March 31, 2022 and 2021.

The following table summarizes the potential effect of offsetting our foreign currency exchange contracts on our Condensed Consolidated Balance Sheets:

(in millions)	Gross Amounts of Assets/Liabilities Presented on the Condensed Consolidated Balance Sheets	Gross Amounts Not Offset on the Condensed Consolidated Balance Sheets		
		Derivative Financial Instruments	Cash Collateral Received/Pledged	Net Amount (Legal Offset)
<b>As of March 31, 2022</b>				
Derivative assets	\$ 84	\$ (9)	\$ —	\$ 75
Derivative liabilities	\$ 11	\$ (9)	\$ —	\$ 2
<b>As of December 31, 2021</b>				
Derivative assets	\$ 80	\$ (4)	\$ —	\$ 76
Derivative liabilities	\$ 5	\$ (4)	\$ —	\$ 1



## 6. ACQUISITIONS, COLLABORATIONS AND OTHER ARRANGEMENTS

We enter into acquisitions, licensing and strategic collaborations and other similar arrangements with third parties for the development and commercialization of certain products and product candidates. The collaborations and other arrangements may involve two or more parties who are active participants in the operating activities of the collaboration and are exposed to significant risks and rewards depending on the commercial success of the activities. These arrangements may include non-refundable upfront payments, expense reimbursements or payments by us for options to acquire certain rights, contingent obligations by us for potential development and regulatory milestone payments and/or sales-based milestone payments, royalty payments, revenue or profit-sharing arrangements, cost-sharing arrangements and equity investments. We also have equity investments in third parties focused on the development and commercialization of products and product candidates.

### Acquisitions

In the first quarter of 2021, we completed the acquisition of MYR, a German biotechnology company. MYR focuses on the development and commercialization of therapeutics for the treatment of HDV. The acquisition provided Gilead with Hepcludex, which was conditionally approved by the European Medicines Agency (“EMA”) in July 2020 for the treatment of chronic HDV infection in adults with compensated liver disease. MYR is a wholly-owned subsidiary of Gilead.

The aggregate consideration for this acquisition of €1.3 billion (or \$1.6 billion) primarily consisted of €1.0 billion (or \$1.2 billion) paid upon closing and contingent consideration of up to €300 million, subject to customary adjustments, representing a potential future milestone payment upon FDA approval of Hepcludex. The fair value of this contingent liability, estimated using probability-weighted scenarios for FDA approval, was \$341 million as of the acquisition date. The estimated fair value of the contingent liability was \$322 million as of March 31, 2022. See Note 3. Fair Value Measurements for additional information.

The acquisition of MYR was accounted for as a business combination using the acquisition method of accounting. Measurement period adjustments recorded to the fair values of assets acquired and liabilities assumed during the three months ended March 31, 2022 amounted to \$18 million. See Note 7. Goodwill and Intangible Assets for additional information. The fair value estimates for the assets acquired and liabilities assumed have been completed.

### Collaborations and Other Arrangements

#### Arcus

In 2020, we entered into an option, license and collaboration agreement with Arcus (the “Arcus Collaboration Agreement”), which granted us the right to opt in to all current and future clinical-stage product candidates for up to ten years following the closing of the transaction. In November 2021, we exercised our options to three of the clinical-stage programs and amended the Arcus Collaboration Agreement. The option exercise and amendment transaction closed in December 2021, triggering collaboration opt-in payments of \$725 million and waiving a \$100 million option continuation payment which would have been due to Arcus in the third quarter of 2022. The collaboration opt-in payments of \$725 million were recorded in Accrued and other current liabilities on our Consolidated Balance Sheets as of December 31, 2021 and paid to Arcus in January 2022. Our payments to Arcus were included in Other in investing activities on our Condensed Consolidated Statements of Cash Flows for the three months ended March 31, 2022.

## 7. GOODWILL AND INTANGIBLE ASSETS

### Goodwill

The following table summarizes the changes in the carrying amount of Goodwill:

<u>(in millions)</u>	<u>Amount</u>
Balance as of December 31, 2021	\$ 8,332
Measurement period adjustments	(18)
Balance as of March 31, 2022	<u>\$ 8,314</u>

During the three months ended March 31, 2022, goodwill decreased by \$18 million as a result of finalizing the amount of acquired net operating losses of MYR, which resulted in a decrease to the net deferred tax liability acquired.

## Intangible Assets

The following table summarizes our Intangible assets, net:

(in millions)	March 31, 2022				December 31, 2021			
	Gross Carrying Amount	Accumulated Amortization	Foreign Currency Translation Adjustment	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Foreign Currency Translation Adjustment	Net Carrying Amount
Finite-lived assets:								
Intangible asset - sofosbuvir	\$ 10,720	\$ (5,826)	\$ —	\$ 4,894	\$ 10,720	\$ (5,651)	\$ —	\$ 5,069
Intangible asset - axicabtagene ciloleucel	7,110	(1,603)	—	5,507	7,110	(1,501)	—	5,609
Intangible asset - Trodelvy	5,630	(623)	—	5,007	5,630	(507)	—	5,123
Intangible asset - Hepcludex	845	(93)	—	752	845	(72)	—	773
Other	1,632	(682)	1	951	1,610	(650)	1	961
Total finite-lived assets	25,937	(8,827)	1	17,111	25,915	(8,381)	1	17,535
Indefinite-lived assets - IPR&D	13,220	—	—	13,220	15,920	—	—	15,920
Total intangible assets	\$ 39,157	\$ (8,827)	\$ 1	\$ 30,331	\$ 41,835	\$ (8,381)	\$ 1	\$ 33,455

Aggregate amortization expense related to finite-lived intangible assets was \$445 million and \$395 million for the three months ended March 31, 2022 and 2021, respectively, and is primarily included in Cost of goods sold on our Condensed Consolidated Statements of Income.

The following table summarizes the estimated future amortization expense associated with our finite-lived intangible assets as of March 31, 2022:

(in millions)	Amount
2022 (remaining nine months)	\$ 1,336
2023	1,781
2024	1,781
2025	1,776
2026	1,768
Thereafter	8,669
Total	\$ 17,111

## IPR&D Impairment

In connection with our acquisition of Immunomedics in 2020, we allocated a portion of the purchase price to acquired IPR&D intangible assets. Approximately \$8.8 billion was assigned to IPR&D intangible assets related to Trodelvy for treatment of patients with hormone receptor-positive, human epidermal growth factor receptor 2-negative (“HR+/HER2-”) metastatic breast cancer. In March 2022, we received data from the Phase 3 TROPiCS-02 study evaluating Trodelvy in patients with HR+/HER2- metastatic breast cancer who have received prior endocrine therapy, cyclin-dependent kinase 4/6 inhibitors and two to four lines of chemotherapy (“third-line plus patients”). Based on our evaluation of the study results, and in connection with the preparation of the financial statements for the quarter, we updated our estimate of the fair value of our HR+/HER2- IPR&D intangible asset to \$6.1 billion as of March 31, 2022. Our estimate of fair value used a probability-weighted income approach that discounts expected future cash flows to the present value, which requires the use of Level 3 fair value measurements and inputs, including estimated revenues, costs, and probability of technical and regulatory success. The expected cash flows included cash flows from HR+/HER2- metastatic breast cancer for third-line plus patients and patients in earlier lines of therapy which are the subject of separate clinical studies. Our revised discounted cash flows were lower primarily due to a delay in launch timing for third-line plus patients which caused a decrease in our market share assumptions based on the expected competitive environment. There were no changes in our plans or assumptions related to our estimated cash flows for patients in the earlier lines of therapy. We used a discount rate of 6.75% which is based on the estimated weighted-average cost of capital for companies with profiles similar to ours and represents the rate that market participants would use to value the intangible assets. We determined the revised estimated fair value was below the carrying value of the asset and, as a result, we recognized a partial impairment charge of \$2.7 billion in In-process research and development impairment on our Condensed Consolidated Statements of Income during the three months ended March 31, 2022.

## 8. OTHER FINANCIAL INFORMATION

### Accounts receivable, net

The following table summarizes our Accounts receivable, net:

(in millions)	March 31, 2022	December 31, 2021
Accounts receivable	\$ 4,559	\$ 5,278
Less: chargebacks	642	671
Less: cash discounts and other	76	67
Less: allowances for credit losses	54	47
Accounts receivable, net	<u>\$ 3,787</u>	<u>\$ 4,493</u>

### Inventories

The following table summarizes our Inventories:

(in millions)	March 31, 2022	December 31, 2021
Raw materials	\$ 1,091	\$ 1,112
Work in process	540	590
Finished goods	1,044	1,032
Total	<u>\$ 2,675</u>	<u>\$ 2,734</u>
Reported as:		
Inventories	\$ 1,482	\$ 1,618
Other long-term assets <sup>(1)</sup>	1,194	1,116
Total	<u>\$ 2,675</u>	<u>\$ 2,734</u>

<sup>(1)</sup> Amounts primarily consist of raw materials.

### Accrued and other current liabilities

The following table summarizes the components of Accrued and other current liabilities:

(in millions)	March 31, 2022	December 31, 2021
Compensation and employee benefits	\$ 559	\$ 927
Income taxes payable	467	539
Allowance for sales returns	403	499
Accrual for settlement related to bictegravir litigation <sup>(1)</sup>	—	1,250
Other accrued liabilities	2,071	2,930
Total	<u>\$ 3,500</u>	<u>\$ 6,145</u>

<sup>(1)</sup> See Note 10. Commitments and Contingencies for additional information.

## 9. DEBT AND CREDIT FACILITIES

The following table summarizes the carrying amount of our borrowings under various financing arrangements:

(in millions)				Carrying Amount	
Type of Borrowing	Issue Date	Maturity Date	Interest Rate	March 31, 2022	December 31, 2021
Senior Unsecured	September 2016	March 2022	1.95%	\$ —	\$ 500
Senior Unsecured	September 2015	September 2022	3.25%	1,000	999
Senior Unsecured	September 2016	September 2023	2.50%	749	748
Senior Unsecured	September 2020	September 2023	0.75%	1,497	1,496
Senior Unsecured	March 2014	April 2024	3.70%	1,748	1,747
Senior Unsecured	November 2014	February 2025	3.50%	1,748	1,747
Senior Unsecured	September 2015	March 2026	3.65%	2,740	2,739
Senior Unsecured	September 2016	March 2027	2.95%	1,247	1,247
Senior Unsecured	September 2020	October 2027	1.20%	746	746
Senior Unsecured	September 2020	October 2030	1.65%	993	993
Senior Unsecured	September 2015	September 2035	4.60%	992	992
Senior Unsecured	September 2016	September 2036	4.00%	742	742
Senior Unsecured	September 2020	October 2040	2.60%	987	987
Senior Unsecured	December 2011	December 2041	5.65%	996	996
Senior Unsecured	March 2014	April 2044	4.80%	1,736	1,736
Senior Unsecured	November 2014	February 2045	4.50%	1,733	1,733
Senior Unsecured	September 2015	March 2046	4.75%	2,220	2,220
Senior Unsecured	September 2016	March 2047	4.15%	1,727	1,727
Senior Unsecured	September 2020	October 2050	2.80%	1,477	1,476
Total senior unsecured notes				25,076	25,571
Liability related to the sale of future royalties				1,132	1,124
Total debt, net				26,208	26,695
Less: Current portion of long-term debt and other obligations, net				1,025	1,516
Total Long-term debt, net				\$ 25,183	\$ 25,179

### Senior Unsecured Notes

In February 2022, we repaid \$500 million of senior unsecured notes prior to the March 2022 maturity by exercising a par call option. No new debt was issued during the three months ended March 31, 2022. We are required to comply with certain covenants under our note indentures governing our senior unsecured notes. As of March 31, 2022, we were not in violation of any covenants.

### Revolving Credit Facility

As of March 31, 2022 and December 31, 2021, there were no amounts outstanding under our \$2.5 billion revolving credit facility maturing in June 2025, and we were in compliance with all covenants.

## 10. COMMITMENTS AND CONTINGENCIES

### Legal Proceedings

We are a party to various legal actions. The most significant of these are described below. We recognize accruals for such actions to the extent that we conclude that a loss is both probable and reasonably estimable. We accrue for the best estimate of a loss within a range; however, if no estimate in the range is better than any other, then we accrue the minimum amount in the range. If we determine that a material loss is reasonably possible and the loss or range of loss can be estimated, we disclose the possible loss. Unless otherwise noted, the outcome of these matters either is not expected to be material or is not possible to determine such that we cannot reasonably estimate the maximum potential exposure or the range of possible loss.

We did not have any material accruals for the matters described below as of March 31, 2022. As of December 31, 2021, we recorded an accrual of \$1.25 billion in Accrued and other current liabilities on our Consolidated Balance Sheets for the settlement related to bictegravir litigation described below, which we paid during the three months ended March 31, 2022.

#### *Litigation Related to Sofosbuvir*

In 2012, we acquired Pharmasset, Inc. Through the acquisition, we acquired sofosbuvir, a nucleotide analog that acts to inhibit the replication of HCV. In 2013, we received approval from FDA for sofosbuvir, now known commercially as Sovaldi. Sofosbuvir is also included in all of our marketed HCV products. We have received a number of litigation claims regarding sofosbuvir. While we have carefully considered these claims both prior to and following the acquisition and believe they are without merit, we cannot predict the ultimate outcome of such claims or range of loss.

We are aware of patents and patent applications owned by third parties that have been or may in the future be alleged by such parties to cover the use of our HCV products. If third parties obtain valid and enforceable patents, and successfully prove infringement of those patents by our HCV products, we could be required to pay significant monetary damages. We cannot predict the ultimate outcome of intellectual property claims related to our HCV products. We have spent, and will continue to spend, significant resources defending against these claims.

#### Litigation with the University of Minnesota

The University of Minnesota (the "University") has obtained U.S. Patent No. 8,815,830 (the "'830 patent"), which purports to broadly cover nucleosides with antiviral and anticancer activity. In 2016, the University filed a lawsuit against us in the U.S. District Court for the District of Minnesota, alleging that the commercialization of sofosbuvir-containing products infringes the '830 patent. We believe the '830 patent is invalid and will not be infringed by the continued commercialization of sofosbuvir. In 2017, the court granted our motion to transfer the case to California. We have also filed petitions for inter partes review with the U.S. Patent and Trademark Office Patent Trial and Appeal Board ("PTAB") alleging that all asserted claims are invalid for anticipation and obviousness. The PTAB instituted one of these petitions and a merits hearing was held in February 2021. In 2018, the U.S. District Court for the Northern District of California stayed the litigation until after the PTAB concluded the inter partes review that it had initiated. In May 2021, the PTAB issued a written decision finding the asserted claims of the University's patent invalid. In July 2021, the University appealed this decision. The litigation in the U.S. District Court will remain stayed through the appeal proceedings.

#### Litigation with NuCana plc. ("NuCana")

NuCana has obtained European Patent No. 2,955,190 (the "EP '190 patent") that allegedly covers sofosbuvir. In opposition proceedings before the European Patent Office ("EPO") held in February 2021, the EPO Opposition Division upheld the validity of the EP '190 patent in amended form. We believe that the amended EP '190 patent claims are invalid. Subsequently, we initiated proceedings to invalidate the UK counterpart of the EP '190 patent in the High Court of England & Wales. In March 2021, NuCana filed a counterclaim against us in the High Court of England & Wales alleging patent infringement of the UK counterpart and seeking damages and other relief. In April 2021, NuCana also filed a lawsuit against us in Germany at the Landgericht Düsseldorf alleging patent infringement of the German counterpart of the EP '190 patent and seeking damages and injunctive relief. In April 2022, we filed a motion for grant of a compulsory license before the Federal Patent Court in Germany. The hearing date for the German NuCana infringement case has been scheduled for May 2022. The hearing date for the UK NuCana case has been scheduled for January 2023.

### *Litigation Related to Axicabtagene CiloleuceL*

In October 2017, Juno Therapeutics, Inc. and Sloan Kettering Cancer Center (collectively, “Juno”) filed a lawsuit against us in the U.S. District Court for the Central District of California, alleging that the commercialization of axicabtagene ciloleuceL, sold commercially as Yescarta, infringes on U.S. Patent No. 7,446,190 (the “’190 patent”). A jury trial was held on the ’190 patent, and in December 2019, the jury found that the asserted claims of the ’190 patent were valid, and that we willfully infringed the asserted claims of the ’190 patent. The jury also awarded Juno damages in amounts of \$585 million in an upfront payment and a 27.6% running royalty from October 2017 through the date of the jury’s verdict. The parties filed post-trial motions in the first quarter of 2020, and the trial judge entered a judgment in April 2020. The trial judge affirmed the jury’s verdict, enhanced the past damages by 50% and maintained the royalties on future Yescarta sales at 27.6%. In April 2020, we filed an appeal seeking to reverse the judgment or obtain a new trial due to errors made by the trial judge, and in July 2021, the appeals court heard oral arguments. In August 2021, the Court of Appeals for the Federal Circuit (the “CAFC”) reversed the jury verdict, finding the asserted claims of Juno’s patent invalid. In October 2021, Juno filed a petition for rehearing with the CAFC. In January 2022, the CAFC denied Juno’s petition for rehearing. We believe that the likelihood of a material adverse outcome in this matter is remote.

### *Litigation Related to Bictegravir*

In 2018, ViiV Healthcare Company (“VHC”) filed a lawsuit against us in the U.S. District Court of Delaware, alleging that the commercialization of bictegravir, sold commercially in combination with tenofovir alafenamide and emtricitabine as Biktarvy, infringes VHC’s U.S. Patent No. 8,129,385 (the “’385 patent”) covering VHC’s dolutegravir. Bictegravir is structurally different from dolutegravir, and we believe that bictegravir does not infringe the claims of the ’385 patent. In its lawsuit, VHC was seeking billions of dollars for alleged damages comprised of VHC’s lost profits and a royalty on U.S. sales of bictegravir from launch through the trial. In addition, should a court find that we are liable for infringement, we also expected VHC to seek a royalty on U.S. sales after the trial.

In 2018, VHC also filed a lawsuit against us in the Federal Court of Canada, alleging that our activities relating to our bictegravir compound infringes VHC’s Canadian Patent No. 2,606,282 (the “’282 patent”), which was issued to Shionogi & Co. Ltd. and VHC. The ’282 patent is the compound patent covering VHC’s dolutegravir. We believe that bictegravir does not infringe the claims of the ’282 patent. In November and December 2019, VHC filed lawsuits in France, Germany, Ireland and the UK asserting the relevant national designations of European Patent No. 3 045 206; in Australia asserting Australian Patent No. 2006239177; in Japan asserting Japanese Patent No. 4295353; and in Korea asserting Korean Patent Nos. 1848819 and 1363875. These patents all relate to molecules that VHC claims would act as integrase inhibitors. We believe that bictegravir does not infringe any valid claims of VHC’s patents and have prevailed in court proceedings to date in Canada and Germany.

On February 1, 2022, Gilead reached an agreement (the “Settlement”) with VHC, ViiV Healthcare UK (No.3) Limited, ViiV Healthcare UK Limited, Shionogi & Co., Ltd. and GlaxoSmithKline Mercury Limited (collectively, “ViiV”) for a global resolution of all pending or potential claims related to Gilead’s sales of Biktarvy, including the litigation pending in the U.S. District Court of Delaware and other jurisdictions outside the United States as described above. In February 2022, the lawsuit pending in the United States was dismissed as well as the lawsuits in Canada, France, Germany, Ireland, the UK, Australia, Japan and Korea.

Pursuant to the terms of the Settlement, ViiV grants Gilead a broad worldwide license and covenant not to sue relating to any past, present or future development or commercialization of bictegravir. In connection with the Settlement, Gilead (1) made a one-time payment to ViiV of \$1.25 billion in the first quarter of 2022, and (2) will provide ViiV an ongoing royalty at a rate of 3% on future sales of Biktarvy and the bictegravir component of bictegravir-containing products in the United States until October 5, 2027. In connection with the Settlement, Gilead recorded a pre-tax charge of \$1.25 billion to Cost of goods sold on our Consolidated Financial Statements in our Annual Report on Form 10-K for the year ended December 31, 2021.

### *Litigation Relating to Pre-Exposure Prophylaxis*

In August 2019, we filed petitions requesting inter partes review of U.S. Patent Nos. 9,044,509, 9,579,333, 9,937,191 and 10,335,423 (collectively, “HHS Patents”) by PTAB. The HHS Patents are assigned to the U.S. Department of Health and Human Services (“HHS”) and purport to claim a process of protecting a primate host from infection by an immunodeficiency retrovirus by administering a combination of emtricitabine and tenofovir disoproxil fumarate (“TDF”) or tenofovir alafenamide (“TAF”) prior to exposure of the host to the immunodeficiency retrovirus, a process commonly known as pre-exposure prophylaxis (“PrEP”). In November 2019, the U.S. Department of Justice filed a lawsuit against us in the U.S. District Court of Delaware, alleging that the sale of Truvada and Descovy for use as PrEP infringes the HHS Patents. In February 2020, PTAB declined to institute our petitions for inter partes review of the HHS Patents. In April 2020, we filed a breach of contract lawsuit against the U.S. federal government in the U.S. Court of Federal Claims, alleging violations of four material transfer agreements (“MTAs”) related to the research underlying the HHS Patents and a clinical trial agreement (“CTA”) by the U.S. Centers for Disease Control and Prevention related to PrEP research. Although we cannot predict with certainty the ultimate outcome of these litigation matters, we believe that the U.S. federal government breached the MTAs and CTA, that Truvada and Descovy do not infringe the HHS Patents and that the HHS Patents are invalid over prior art descriptions of Truvada’s use for PrEP and post-exposure prophylaxis as well because physicians and patients were using the claimed methods years before HHS filed the applications for the patents. A trial date for the lawsuit in the Court of Federal Claims has been set for June 2022, and a trial date for the lawsuit in the District Court of Delaware has been set for May 2023.

### *Litigation with Generic Manufacturers*

As part of the approval process for some of our products, FDA granted us a New Chemical Entity (“NCE”) exclusivity period during which other manufacturers’ applications for approval of generic versions of our product will not be approved. Generic manufacturers may challenge the patents protecting products that have been granted NCE exclusivity one year prior to the end of the NCE exclusivity period. Generic manufacturers have sought and may continue to seek FDA approval for a similar or identical drug through an abbreviated new drug application (“ANDA”), the application form typically used by manufacturers seeking approval of a generic drug. The sale of generic versions of our products prior to their patent expiration would have a significant negative effect on our revenues and results of operations. To seek approval for a generic version of a product having NCE status, a generic company may submit its ANDA to FDA four years after the branded product’s approval.

Starting in December 2019, we received letters from Lupin Ltd. (“Lupin”), Apotex Inc., Shilpa Medicare Ltd. (“Shilpa”), Sunshine Lake Pharma Co. Ltd. (“Sunshine Lake”), Laurus Labs (“Laurus”), Natco Pharma Ltd., Macleods Pharma Ltd., Hetero Labs Ltd. and Cipla Ltd. (“Cipla”) (collectively, “Generic Manufacturers”) indicating that they have submitted ANDAs to FDA requesting permission to market and manufacture generic versions of certain of our TAF-containing products. Between them, these Generic Manufacturers seek to market generic versions of Odefsey, Descovy and Vemlidy. The Generic Manufacturers have challenged the validity of two to four patents listed on the Orange Book and associated with TAF. We filed lawsuits against the Generic Manufacturers, and we intend to enforce and defend our intellectual property. In November 2021, we reached an agreement with Shilpa to resolve the lawsuit against Shilpa. In addition, in January 2022, we reached an agreement with Sunshine Lake to resolve the lawsuit against Sunshine Lake. The settlement agreements have been filed with the U.S. Federal Trade Commission and the U.S. Department of Justice as required by law. In April 2022, the case against Laurus was dismissed after Laurus agreed not to challenge any of the Orange Book-listed patents associated with TAF.

In October 2021, we received a letter from Lupin indicating that it has submitted an ANDA to FDA requesting permission to market and manufacture a generic version of Symtuza, a product commercialized by Janssen and for which Gilead shares in revenues. In November 2021, we, along with Janssen Products, L.P. and Janssen, filed a patent infringement lawsuit against Lupin as co-plaintiffs in the U.S. District Court of Delaware. We separately filed an additional lawsuit against Lupin asserting infringement of two additional patents in the same court. This second case has been stayed pending resolution of the generic litigation regarding our TAF-containing products.

Starting in March 2022, we received letters from Lupin, Laurus and Cipla indicating that they have submitted ANDAs to FDA requesting permission to market and manufacture generic versions of Biktarvy. Lupin, Laurus, and Cipla have challenged the validity of three of the five patents listed in the Orange Book as associated with Biktarvy. We intend to enforce and defend our intellectual property.

### *European Patent Claims*

In 2015, several parties filed oppositions in the EPO requesting revocation of one of our granted European patents covering sofosbuvir that expires in 2028. In 2016, the EPO upheld the validity of certain claims of our sofosbuvir patent. We have appealed this decision, seeking to restore all of the original claims, and several of the original opposing parties have also appealed, requesting full revocation. An appeal hearing originally scheduled for July 2021 has been canceled and a new date has not yet been set by the EPO.

In 2017, several parties filed oppositions in the EPO requesting revocation of our granted European patent relating to sofosbuvir that expires in 2024. The EPO conducted an oral hearing for this opposition in 2018 and upheld the claims. Two of the original opposing parties have appealed, requesting full revocation.

In 2016, several parties filed oppositions in the EPO requesting revocation of our granted European patent covering TAF that expires in 2026. In 2017, the EPO upheld the validity of the claims of our TAF patent. Three parties have appealed this decision. The appeal hearing was held in March 2021, and the validity of all claims were upheld.

In 2017, several parties filed oppositions in the EPO requesting revocation of our granted European patent relating to TAF hemifumarate that expires in 2032. In 2019, the EPO upheld the validity of the claims of our TAF hemifumarate patent. Three parties have appealed this decision.

In 2016, three parties filed oppositions in the EPO requesting revocation of our granted European patent covering cobicistat that expires in 2028. In 2017, the EPO upheld the validity of the claims of our cobicistat patent. Two parties have appealed this decision.

The appeal process may take several years for all EPO opposition proceedings. While we are confident in the strength of our patents, we cannot predict the ultimate outcome of these oppositions. If we are unsuccessful in defending these oppositions, some or all of our patent claims may be narrowed or revoked and the patent protection for sofosbuvir, TAF, TAF hemifumarate and cobicistat in the EU could be substantially shortened or eliminated entirely. If our patents are revoked, and no other European patents are granted covering these compounds, our exclusivity may be based entirely on regulatory exclusivity granted by EMA. If we lose patent protection for any of these compounds, our revenues and results of operations could be negatively impacted for the years including and succeeding the year in which such exclusivity is lost.

#### *Antitrust and Consumer Protection*

We (along with Bristol-Myers Squibb Company (“BMS”) and Johnson & Johnson, Inc.) have been named as defendants in class action lawsuits filed in 2019 and 2020 related to various drugs used to treat HIV, including drugs used in combination antiretroviral therapy. Plaintiffs allege that we (and the other defendants) engaged in various conduct to restrain competition in violation of federal and state antitrust laws and state consumer protection laws. The lawsuits, which have been consolidated, are pending in the U.S. District Court for the Northern District of California. The lawsuits seek to bring claims on behalf of two nationwide classes—one of direct purchasers consisting largely of wholesalers, and another of indirect or end-payor purchasers, including health insurers and individual patients. Plaintiffs seek damages, permanent injunctive relief and other relief. In the fall of 2021, several plaintiffs filed separate lawsuits effectively opting out of the class action cases, asserting claims that are substantively the same as the putative classes. These cases have been coordinated with the class actions. Trial is set for March 2023.

In September 2020, we, along with generic manufacturers Cipla and Cipla USA Inc. (together, “Cipla Defendants”), were named as defendants in a class action lawsuit filed in the U.S. District Court for the Northern District of California by Jacksonville Police Officers and Fire Fighters Health Insurance Trust (“Jacksonville Trust”) on behalf of end-payor purchasers. Jacksonville Trust claims that the 2014 settlement agreement between us and the Cipla Defendants, which settled a patent dispute relating to patents covering our Emtriva, Truvada and Atripla products and permitted generic entry prior to patent expiry, violates certain federal and state antitrust and consumer protection laws. The Plaintiff seeks damages, permanent injunctive relief and other relief.

In February 2021, we along with BMS and Teva Pharmaceutical Industries Ltd. were named as defendants in a lawsuit filed in the First Judicial District Court for the State of New Mexico, County of Santa Fe by the New Mexico Attorney General. The New Mexico Attorney General alleges that we (and the other defendants) restrained competition in violation of New Mexico antitrust and consumer protection laws. The New Mexico Attorney General seeks damages and other relief.

While we believe these cases are without merit, we cannot predict the ultimate outcome. If plaintiffs are successful in their claims, we could be required to pay significant monetary damages or could be subject to permanent injunctive relief awarded in favor of plaintiffs.

#### *Product Liability*

We have been named as a defendant in one class action lawsuit and various product liability lawsuits related to Viread, Truvada, Atripla, Complera and Stribild. Plaintiffs allege that Viread, Truvada, Atripla, Complera and/or Stribild caused them to experience kidney, bone and/or tooth injuries. The lawsuits, which are pending in state or federal court in California, Delaware, Missouri and New Jersey, involve more than 27,000 plaintiffs. Plaintiffs in these cases seek damages and other relief on various grounds for alleged personal injury and economic loss. We intend to vigorously defend ourselves in these actions. While we believe these cases are without merit, we cannot predict the ultimate outcome. If plaintiffs are successful in their claims, we could be required to pay significant monetary damages.



### *Government Investigation*

In 2017, we received a subpoena from the U.S. Attorney's Office for the Southern District of New York requesting documents related to our promotional speaker programs for HIV. We are cooperating with this inquiry.

### *Qui Tam Litigation*

A former sales employee filed a qui tam lawsuit against Gilead in March 2017 in U.S. District Court for the Eastern District of Pennsylvania. Following the government's decision not to intervene in the suit, the case was unsealed in December 2020. The lawsuit alleges that certain of Gilead's HCV sales and marketing activities violated the federal False Claims Act and various state false claims acts. The relator seeks all available relief under these statutes.

Two former employees filed a qui tam lawsuit against Gilead in April 2020 in California state court. Following the California Attorney General's Office's decision not to intervene, relators served Gilead with their complaint in August 2020. The complaint alleges violations of the California False Claims Act ("CFCA") and employment law claims. Relators seek all available relief under the CFCA. In December 2021, Gilead and relators executed a settlement agreement to resolve the lawsuit, and in February 2022, the court issued an order dismissing the lawsuit with prejudice. The settlement does not have a material impact to our Consolidated Financial Statements.

Health Choice Advocates, LLC ("Health Choice") filed a qui tam lawsuit against Gilead in April 2020 in New Jersey state court. Following the New Jersey Attorney General's Office's decision not to intervene in the suit, Health Choice served us with their original complaint in August 2020. The lawsuit alleges that Gilead violated the New Jersey False Claims Act through our clinical educator programs for Sovaldi and Harvoni and our HCV and HIV patient access programs. The lawsuit seeks all available relief under the New Jersey False Claims Act. In April 2021, the trial court granted our motion to dismiss with prejudice. Health Choice has appealed the trial court's dismissal.

Health Choice filed another qui tam lawsuit against Gilead in May 2020 making similar allegations in Texas state court. Following the Texas Attorney General's Office's decision not to intervene in the suit, Health Choice served us with their original complaint in October 2020. The lawsuit alleges that Gilead violated the Texas Medicare Fraud Prevention Act ("TMFPA") through our clinical educator programs for Sovaldi and Harvoni and our HCV and HIV patient access programs. The lawsuit seeks all available relief under the TMFPA. In September 2021, the Texas Court of Appeals for the Sixth Court Appeals District granted our request to stay the Texas litigation. The case is stayed pending final judgment in the Eastern District of Pennsylvania lawsuit filed in March 2017, as discussed above.

We intend to vigorously defend ourselves in these actions. While we believe these cases are without merit, we cannot predict the ultimate outcomes. If any of these plaintiffs are successful in their claims, we could be required to pay significant monetary damages.

### *Securities Litigation*

Immunomedics and several of its former officers and directors have been named as defendants in putative class actions filed in 2018 and 2019, which were consolidated in September 2019. Plaintiffs filed a consolidated complaint in November 2019 and an amended complaint in July 2021. Plaintiffs allege that Immunomedics and the individual defendants violated the federal securities laws in connection with Immunomedics' Biologics License Application for Trodelvy, and seek certification of a class of shareholders, damages and other relief. The consolidated lawsuit is pending in the U.S. District Court for the District of New Jersey. While we believe this case is without merit, we cannot predict the ultimate outcome. If plaintiffs are successful in their claims, we could be required to pay significant monetary damages.

### *Other Matters*

We are a party to various legal actions that arose in the ordinary course of our business. We do not believe that these other legal actions will have a material adverse impact on our consolidated business, financial position or results of operations.

## **11. STOCKHOLDERS' EQUITY**

### **Stock Repurchase Programs**

In the first quarter of 2016, our Board of Directors authorized a \$12.0 billion stock repurchase program ("2016 Program") under which repurchases may be made in the open market or in privately negotiated transactions. We started repurchases under the 2016 Program in April 2016.

In the first quarter of 2020, our Board of Directors authorized a \$5.0 billion stock repurchase program ("2020 Program"), which will commence upon the completion of the 2016 Program. Purchases under the 2020 Program may be made in the open market or in privately negotiated transactions.

As of March 31, 2022, the remaining authorized repurchase amount under both programs was \$5.9 billion.

The following table summarizes our stock repurchases through open market transactions under the 2016 Program:

(in millions)	Three Months Ended	
	March 31,	
	2022	2021
Shares repurchased and retired	5.5	4.8
Amount	\$ 352	\$ 309

### Accumulated Other Comprehensive Income

The following table summarizes the changes in AOCI by component, net of tax:

(in millions)	Foreign Currency Translation, Net of Tax	Unrealized Gains and Losses on Available-for-Sale Debt Securities, Net of Tax	Unrealized Gains and Losses on Cash Flow Hedges, Net of Tax	Total
Balance as of December 31, 2021	\$ 13	\$ (4)	\$ 74	\$ 83
Net unrealized gain (loss)	5	(19)	24	10
Reclassifications to net income	—	—	(20)	(20)
Net current period other comprehensive income (loss)	5	(19)	4	(10)
Balance as of March 31, 2022	\$ 18	\$ (23)	\$ 78	\$ 73

(in millions)	Foreign Currency Translation, Net of Tax	Unrealized Gains and Losses on Available-for-Sale Debt Securities, Net of Tax	Unrealized Gains and Losses on Cash Flow Hedges, Net of Tax	Total
Balance as of December 31, 2020	\$ 51	\$ 2	\$ (113)	\$ (60)
Net unrealized gain (loss)	10	(2)	68	76
Reclassifications to net income	—	—	22	22
Net current period other comprehensive income (loss)	10	(2)	90	98
Balance as of March 31, 2021	\$ 61	\$ —	\$ (23)	\$ 38

The amounts reclassified to Net income for gains and losses on cash flow hedges are recorded as part of Product sales on our Condensed Consolidated Statements of Income. See Note 5. Derivative Financial Instruments for additional information. The amounts reclassified to Net income for gains and losses on available-for-sale debt securities are recorded as part of Other income (expense), net on our Condensed Consolidated Statements of Income.

## 12. NET INCOME PER SHARE ATTRIBUTABLE TO GILEAD COMMON STOCKHOLDERS

Basic net income per share attributable to Gilead common stockholders is calculated based on the weighted-average number of shares of our common stock outstanding during the period. Diluted net income per share attributable to Gilead common stockholders is calculated based on the weighted-average number of shares of our common stock and other dilutive securities outstanding during the period. The potentially dilutive shares of our common stock resulting from the assumed exercise of outstanding stock options and equivalents were determined under the treasury stock method.

Potential shares of common stock excluded from the computation of diluted net income per share attributable to Gilead common stockholders because their effect would have been antidilutive were 16 million and 15 million, for the three months ended March 31, 2022 and 2021 respectively.

The following table shows the calculation of basic and diluted net income per share attributable to Gilead common stockholders:

(in millions, except per share amounts)	Three Months Ended March 31,	
	2022	2021
Net income attributable to Gilead	\$ 19	\$ 1,729
Shares used in per share calculation - basic	1,255	1,256
Dilutive effect of stock options and equivalents	6	6
Shares used in per share calculation - diluted	1,262	1,262
Net income per share attributable to Gilead common stockholders - basic	\$ 0.02	\$ 1.38
Net income per share attributable to Gilead common stockholders - diluted	\$ 0.02	\$ 1.37

### 13. INCOME TAXES

The following table summarizes our Income tax benefit (expense):

(in millions, except percentages)	Three Months Ended March 31,	
	2022	2021
Income (loss) before income taxes	\$ (152)	\$ 2,264
Income tax benefit (expense)	\$ 164	\$ (542)
Effective tax rate	107.9 %	23.9 %

Our effective income tax rate of 107.9% for the three months ended March 31, 2022 differed from the U.S. federal statutory rate of 21% primarily due to a decrease in state deferred tax liabilities associated with a partial IPR&D impairment charge of \$2.7 billion.

Our effective income tax rate of 23.9% for the three months ended March 31, 2021 differed from the U.S. federal statutory rate of 21% primarily due to unfavorable changes in the fair value of our equity investment in Galapagos that are non-deductible for income tax purposes, partially offset by net discrete tax benefits related to settlements with taxing authorities.

Our income tax returns are subject to audit by federal, state and foreign tax authorities. We are currently under examination by the Internal Revenue Service and Irish tax authorities for our 2016 to 2018 tax years. There are differing interpretations of tax laws and regulations, and as a result, significant disputes may arise with these tax authorities involving issues of the timing and amount of deductions and allocations of income among various tax jurisdictions. We periodically evaluate our exposures associated with our tax filing positions.

### 14. SUBSEQUENT EVENT

In April 2022, we entered into a strategic research collaboration agreement with Dragonfly Therapeutics, Inc. (“Dragonfly”) (the “Dragonfly Collaboration Agreement”) to develop natural killer (“NK”) cell engager-based immunotherapies for oncology and inflammation indications. Under the terms of the Dragonfly Collaboration Agreement, we will receive an exclusive, worldwide license from Dragonfly for the 5T4-targeting investigational immunotherapy program, DF7001, as well as options, after the completion of certain preclinical activities, to license exclusive, worldwide rights to develop and commercialize additional NK cell engager programs using the Dragonfly Tri-specific NK Engager platform. Upon the closing of the Dragonfly Collaboration Agreement, we will make a \$300 million upfront payment to Dragonfly. In addition, Dragonfly is eligible to receive potential opt-in payments and performance-based development, regulatory and commercial milestone payments. Dragonfly will also be eligible to receive royalties of up to 20% on worldwide net sales. The closing of the Dragonfly Collaboration Agreement is subject to antitrust clearances required by the U.S. Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

## Item 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*This Quarterly Report on Form 10-Q contains forward-looking statements regarding future events and our future results that are subject to the safe harbors created under the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended. The forward-looking statements are contained principally in this section entitled “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Risk Factors.” Words such as “expect,” “anticipate,” “target,” “goal,” “project,” “hope,” “intend,” “plan,” “believe,” “seek,” “estimate,” “continue,” “may,” “could,” “should,” “might,” and variations of such words and similar expressions are intended to identify such forward-looking statements. In addition, any statements other than statements of historical fact are forward-looking statements, including statements regarding overall trends, operating cost and revenue trends, liquidity and capital needs, collaboration and licensing arrangements, ongoing litigation and investigation matters, statements regarding the anticipated future impact on our business of the ongoing coronavirus disease 2019 (“COVID-19”) and related public health measures and other statements of expectations, beliefs, future plans and strategies, anticipated events or trends and similar expressions. We have based these forward-looking statements on our current expectations about future events. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions that are difficult to predict. Our actual results may differ materially from those suggested by these forward-looking statements for various reasons, including those identified below under Risk Factors. Given these risks and uncertainties, you are cautioned not to place undue reliance on forward-looking statements. The forward-looking statements included in this report are made only as of the date hereof unless otherwise specified. Except as required under federal securities laws and the rules and regulations of the U.S. Securities and Exchange Commission, we do not undertake and specifically decline any obligation to update any of these statements or to publicly announce the results of any revisions to any forward-looking statements after the distribution of this report, whether as a result of new information, future events, changes in assumptions or otherwise. In evaluating our business, you should carefully consider the risks described in the section entitled Risk Factors under Part II, Item 1A of this Quarterly Report in addition to the other information in this Quarterly Report on Form 10-Q. Any of the risks contained herein could materially and adversely affect our business, results of operations and financial condition.*

You should read the following management’s discussion and analysis of our financial condition and results of operations in conjunction with our audited Consolidated Financial Statements and related notes thereto included as part of our Annual Report on Form 10-K for the year ended December 31, 2021 and our unaudited Condensed Consolidated Financial Statements for the three months ended March 31, 2022 and other disclosures (including the disclosures under Part II, Item 1A. Risk Factors) included in this Quarterly Report on Form 10-Q. Our Condensed Consolidated Financial Statements have been prepared in accordance with U.S. generally accepted accounting principles and are presented in U.S. dollars. Certain amounts and percentages herein may not sum or recalculate due to rounding.

### MANAGEMENT OVERVIEW

Gilead Sciences, Inc. (“Gilead,” “we,” “our” or “us”) is a biopharmaceutical company that has pursued and achieved breakthroughs in medicine for more than three decades, with the goal of creating a healthier world for all people. We are committed to advancing innovative medicines to prevent and treat life-threatening diseases, including HIV, viral hepatitis and cancer. We operate in more than 35 countries worldwide, with headquarters in Foster City, California.

Our portfolio of marketed products includes AmBisome<sup>®</sup>, Atripla<sup>®</sup>, Biktarvy<sup>®</sup>, Cayston<sup>®</sup>, Complera<sup>®</sup>, Descovy<sup>®</sup>, Descovy for PrEP<sup>®</sup>, Emtriva<sup>®</sup>, Epclusa<sup>®</sup>, Eviplera<sup>®</sup>, Genvoya<sup>®</sup>, Harvoni<sup>®</sup>, Hepcludex<sup>®</sup> (bulevirtide), Hepsera<sup>®</sup>, Jyseleca<sup>®</sup> (filgotinib), Letairis<sup>®</sup>, Odefsey<sup>®</sup>, Ranexa<sup>®</sup>, Sovaldi<sup>®</sup>, Stribild<sup>®</sup>, Tecartus<sup>®</sup>, Trodelvy<sup>®</sup>, Truvada<sup>®</sup>, Truvada for PrEP<sup>®</sup>, Tybost<sup>®</sup>, Veklury<sup>®</sup>, Vemlidy<sup>®</sup>, Viread<sup>®</sup>, Vosevi<sup>®</sup>, Yescarta<sup>®</sup> and Zydelig<sup>®</sup>. The approval status of Hepcludex and Jyseleca vary worldwide, and Hepcludex and Jyseleca are not approved in the United States. We also sell and distribute authorized generic versions of Epclusa and Harvoni in the United States through our separate subsidiary, Asegua Therapeutics, LLC. In addition, we sell and distribute certain products through our corporate partners under collaborative agreements.

#### Business Highlights<sup>(1)</sup>

- In April 2022, we entered into a strategic research collaboration agreement with Dragonfly Therapeutics, Inc. (“Dragonfly”) (the “Dragonfly Collaboration Agreement”) to develop natural killer cell engager-based immunotherapies for oncology and inflammation indications. Upon closing of the Dragonfly Collaboration Agreement, we will make a \$300 million upfront payment to Dragonfly, subject to antitrust clearances required by the U.S. Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.
- In April 2022, U.S. Food and Drug Administration (“FDA”) approved a supplemental new drug application for Veklury for the treatment of pediatric patients under 12 years of age for the treatment of COVID-19.

<sup>(1)</sup> We announced and discussed these updates in further detail in press releases available on our website at [www.gilead.com](http://www.gilead.com). Readers are also encouraged to review all other press releases available on our website mentioned above. The content on the referenced websites does not constitute a part of and is not incorporated by reference into this Quarterly Report on Form 10-Q.

- In April 2022, FDA approved commercial production at our new CAR T-cell therapy manufacturing facility in Frederick, Maryland.
- In April 2022, FDA granted approval to Yescarta as initial treatment for adults with large B-cell lymphoma (“LBCL”) that is refractory to or relapses within 12 months of first-line chemioimmunotherapy.
- In March 2022, we announced results from the Phase 3 TROPiCS-02 study evaluating Trodelvy in patients with hormone receptor-positive, human epidermal growth factor receptor 2-negative (“HR+/HER2-”) metastatic breast cancer who received prior endocrine therapy, cyclin-dependent kinase (“CDK”) 4/6 inhibitors and two to four lines of chemotherapy.

## Quarterly Financial Highlights

(in millions, except percentages and per share amounts)	Three Months Ended March 31,		Change
	2022	2021	
Total revenues	\$ 6,590	\$ 6,423	3 %
Net income attributable to Gilead	\$ 19	\$ 1,729	(99)%
Net income per share attributable to Gilead common stockholders - diluted	\$ 0.02	\$ 1.37	(99)%

Total revenues increased by 3% to \$6.6 billion for the three months ended March 31, 2022, compared to \$6.4 billion for the same period in 2021, primarily due to the continued growth of Biktarvy sales, the continued uptake of cell therapy products and Trodelvy, and increased sales of Veklury. The increases were partially offset by the decrease in Truvada sales, as expected, primarily due to the continued generic competition following the October 2020 loss of exclusivity in the United States.

Net income attributable to Gilead was \$19 million, or \$0.02 diluted earnings per share, for the three months ended March 31, 2022, compared to \$1.7 billion, or \$1.37 diluted earnings per share for the same period in 2021. The decrease was primarily due to a partial in-process research and development (“IPR&D”) impairment charge of \$2.7 billion during the three months ended March 31, 2022 related to assets we acquired from Immunomedics, Inc. (“Immunomedics”) in 2020, partially offset by increased operating income as a result of higher revenues and lower net unrealized losses from our equity investments.

## RESULTS OF OPERATIONS

### Revenues

The following table summarizes the period-over-period changes in our Total revenues:

(in millions, except percentages)	Three Months Ended March 31, 2022				Three Months Ended March 31, 2021				Change
	U.S.	Europe	Other International	Total	U.S.	Europe	Other International	Total	
Product sales:									
HIV	\$ 2,862	\$ 550	\$ 295	\$ 3,707	\$ 2,786	\$ 578	\$ 286	\$ 3,650	2 %
Veklury	801	304	430	1,535	820	388	248	1,456	5 %
Chronic hepatitis C virus (“HCV”)	199	95	105	399	258	135	117	510	(22)%
Chronic hepatitis B virus (“HBV”) / hepatitis delta virus (“HDV”)	80	28	128	235	81	23	116	220	7 %
Cell therapy	172	92	10	274	119	65	7	191	43 %
Trodelvy	119	25	2	146	72	—	—	72	103 %
Other	94	81	62	236	104	86	51	241	(2)%
Total product sales	4,329	1,174	1,031	6,534	4,240	1,275	825	6,340	3 %
Royalty, contract and other revenues	27	27	3	56	20	61	2	83	(33)%
Total revenues	\$ 4,355	\$ 1,202	\$ 1,033	\$ 6,590	\$ 4,260	\$ 1,336	\$ 827	\$ 6,423	3 %

See Note 2. Revenues of the Notes to Condensed Consolidated Financial Statements included in Part I, Item I of this Quarterly Report on Form 10-Q for further disaggregation of revenue by product.

## *Product Sales*

### HIV

HIV product sales increased by 2% to \$3.7 billion for the three months ended March 31, 2022, compared to the same period in 2021, primarily due to continued higher demand for Biktarvy worldwide and for Descovy for pre-exposure prophylaxis ("PrEP") in the United States, partially offset by lower demand for Truvada due to loss of exclusivity in the United States in October 2020, and for Genvoya, primarily due to patients switching to Biktarvy. We expect that our HIV business will continue to recover from the COVID-19 pandemic in 2022. We also expect the impact of the Truvada loss of exclusivity will be largely behind us starting in the second quarter of 2022.

### Veklury

Veklury product sales increased by 5% to \$1.5 billion for the three months ended March 31, 2022, compared to the same period in 2021, primarily due to higher demand in Asia, partially offset by lower demand in Europe. Sales of Veklury are generally affected by COVID-19 related rates of infections, hospitalizations and vaccinations as well as the availability, uptake and effectiveness of alternative treatments for COVID-19. As a result, future sales of Veklury are difficult to predict and may vary significantly from one period to the next.

### HCV

HCV product sales decreased by 22% to \$399 million for the three months ended March 31, 2022, compared to the same period in 2021, primarily due to lower average net selling price driven by government and commercial rebates in the United States and Europe, and lower demand driven by fewer patient starts in the United States.

### HBV / HDV

HBV and HDV product sales increased by 7% to \$235 million for the three months ended March 31, 2022, compared to the same period in 2021, primarily due to higher demand for Vemlidy and the continued uptake of Hepcludex in Europe.

### Cell therapy

Cell therapy product sales increased by 43% to \$274 million for the three months ended March 31, 2022, compared to the same period in 2021, primarily due to the continued uptake of Yescarta for the treatment of relapsed or refractory LBCL in the United States and Europe, and follicular lymphoma in the United States. The increase was also driven by higher Tecartus sales volumes resulting from expansion of use in Europe for mantle cell lymphoma and continued adoption in adult patients with relapsed or refractory B-cell precursor acute lymphoblastic leukemia in the United States.

### Trodelyv

Trodelyv product sales increased by 103% to \$146 million for the three months ended March 31, 2022, compared to the same period in 2021 primarily due to the continued uptake in the second line setting for the treatment of metastatic triple-negative breast cancer in the United States and Europe as well as second-line metastatic urothelial cancer in the United States.

### Other

Other product sales decreased by 2% to \$236 million for the three months ended March 31, 2022, compared to the same period in 2021, primarily due to lower demand for Letairis, driven by the continued generic competition following the loss of exclusivity in 2019, partially offset by higher demand for AmBisome.

### Foreign Currency Exchange Impact

Of our total product sales, 34% and 33% were generated outside the United States for the three months ended March 31, 2022 and 2021, respectively. We generally face exposure to movements in foreign currency exchange rates, primarily in the Euro. We use foreign currency exchange contracts to hedge a portion of our foreign currency exposures. Foreign currency exchange, net of hedges, had an unfavorable impact on our total product sales of \$97 million for the first quarter of 2022, based on a comparison using foreign currency exchange rates from first quarter of 2021.

## Costs and Expenses

The following table summarizes the period-over-period changes in our Total costs and expenses:

(in millions, except percentages)	Three Months Ended		Change
	March 31,		
	2022	2021	
Cost of goods sold	\$ 1,424	\$ 1,361	5 %
Product gross margin	78.2 %	78.5 %	-30 bps
Research and development expenses	\$ 1,186	\$ 1,055	12 %
In-process research and development impairment	\$ 2,700	\$ —	NM
Acquired in-process research and development expenses	\$ —	\$ 62	NM
Selling, general and administrative expenses	\$ 1,083	\$ 1,055	3 %

NM - Not Meaningful

### Product Gross Margin

Product gross margin for the three months ended March 31, 2022 decreased to 78.2% compared to 78.5% for the same period in 2021, primarily due to changes in product mix and restructuring costs for the closing of a New Jersey manufacturing site, partially offset by lower inventory reserve adjustments.

### Research and Development Expenses

Research and development (“R&D”) expenses for the three months ended March 31, 2022 increased by \$131 million or 12%, compared to the same period in 2021, primarily due to ramp-up in Trodelvy development and costs related to headcount growth.

### In-Process Research and Development Impairment

In connection with our acquisition of Immunomedics in 2020, we allocated a portion of the purchase price to acquired IPR&D intangible assets. Approximately \$8.8 billion was assigned to IPR&D intangible assets related to Trodelvy for treatment of patients with HR+/HER2- metastatic breast cancer. In March 2022, we received data from the Phase 3 TROPiCS-02 study evaluating Trodelvy in patients with HR+/HER2- metastatic breast cancer who have received prior endocrine therapy, CDK4/6 inhibitors and two to four lines of chemotherapy (“third-line plus patients”). Based on our evaluation of the study results, and in connection with the preparation of the financial statements for the quarter, we updated our estimate of the fair value of our HR+/HER2- IPR&D intangible asset to \$6.1 billion as of March 31, 2022. Our estimate of fair value used a probability-weighted income approach that discounts expected future cash flows to the present value. The expected cash flows included cash flows from HR+/HER2- metastatic breast cancer for third-line plus patients and patients in earlier lines of therapy which are the subject to separate clinical studies. Our revised discounted cash flows were lower primarily due to a delay in launch timing for third-line plus patients which caused a decrease in our market share assumptions based on the expected competitive environment. There were no changes in our plans or assumptions related to our estimated cash flows for patients in the earlier lines of therapy. We determined the revised estimated fair value was below the carrying value of the asset and, as a result, we recognized a partial impairment charge of \$2.7 billion in In-process research and development impairment on our Condensed Consolidated Statements of Income during the three months ended March 31, 2022. The remaining balance of the IPR&D intangible asset for the HR+/HER2- metastatic breast cancer indication can be ascribed to cash flows from earlier lines of therapy, where we have Phase 3 pivotal studies in development, in addition to the revised cash flows related to the third-line plus patient setting. If future events result in adverse changes in the key assumptions used in determining fair value, including the timing of product launches, information on the competitive landscape of treatments in this indication, changes to the probability of technical or regulatory success, failure to obtain anticipated regulatory approval or discount rate, among others, additional impairments may be recorded and could be material to our financial statements. No IPR&D impairment charges were recorded during the three months ended March 31, 2021.

### Acquired In-Process Research and Development Expenses

Acquired IPR&D expenses of \$62 million for the three months ended March 31, 2021 were related to licensing, collaboration, investment and other arrangements we entered into during the period. There were no such arrangements during the three months ended March 31, 2022.

### Selling, General and Administrative Expenses

Selling, general and administrative expenses for the three months ended March 31, 2022 increased by \$28 million or 3%, compared to the same period in 2021, primarily due to higher promotional and marketing expenses largely related to Trodelvy.

## Interest Expense and Other Income (Expense), Net

The following table summarizes the period-over-period changes in Interest expense and Other income (expense), net:

(in millions, except percentages)	Three Months Ended March 31,		Change
	2022	2021	
Interest expense	\$ (238)	\$ (257)	(7)%
Other income (expense), net	\$ (111)	\$ (369)	(70)%

Interest expense for the three months ended March 31, 2022 decreased by \$19 million or 7%, compared to the same period in 2021, primarily due to lower debt balances.

The changes in Other income (expense), net for the three months ended March 31, 2022, compared to the same period in 2021, primarily reflect lower net unrealized losses from equity securities.

## Income Taxes

The following table summarizes the period-over-period changes in Income tax benefit (expense):

(in millions, except percentages)	Three Months Ended March 31,		Change
	2022	2021	
Income (loss) before income taxes	\$ (152)	\$ 2,264	\$ (2,416)
Income tax benefit (expense)	\$ 164	\$ (542)	\$ (706)
Effective tax rate	107.9 %	23.9 %	NM

NM - Not Meaningful

Income tax benefit (expense) and effective tax rate differed for the three months ended March 31, 2022, compared to the same period in 2021, primarily due to a partial IPR&D impairment charge of \$2.7 billion recorded in the three months ended March 31, 2022.

## LIQUIDITY AND CAPITAL RESOURCES

Cash, cash equivalents and marketable debt securities as of March 31, 2022 decreased by \$1.1 billion or 14%, compared to December 31, 2021.

## Cash Flows

The following table summarizes our cash flow activities:

(in millions)	Three Months Ended March 31,	
	2022	2021
Net cash provided by (used in):		
Operating activities	\$ 1,840	\$ 2,610
Investing activities	\$ (1,070)	\$ (2,042)
Financing activities	\$ (1,794)	\$ (2,477)

### Operating Activities

Net cash provided by operating activities represents the cash receipts and disbursements related to all activities other than investing and financing activities. Net cash provided by operating activities is derived by adjusting our net income for non-cash items and changes in operating assets and liabilities. Net cash provided by operating activities decreased by \$770 million to \$1.8 billion for the three months ended March 31, 2022, compared to the same period in 2021. The decrease was primarily due to the payment of the \$1.25 billion settlement related to bictegravir litigation, partially offset by higher product sales during the three months ended March 31, 2022.



### *Investing Activities*

Net cash used in investing activities primarily consists of purchases, sales and maturities of our marketable debt securities, capital expenditures, acquisitions, including IPR&D, net of cash acquired, purchases of equity securities and other investments. Net cash used in investing activities decreased by \$1.0 billion to \$1.1 billion for the three months ended March 31, 2022, compared to the same period in 2021. The decrease in Net cash used in investing activities was primarily due to a decrease in cash outflows related to acquisitions, including IPR&D, net of cash acquired. The decrease was partially offset by an increase in cash outflows for collaborations, primarily related to the opt-in payments of \$725 million made to Arcus Biosciences, Inc. in January 2022, classified in Other in investing activities.

### *Financing Activities*

Net cash used in financing activities for the three months ended March 31, 2022 was \$1.8 billion, compared to \$2.5 billion for the same period in 2021. During the three months ended March 31, 2022, we utilized cash for \$500 million of debt repayments, \$945 million of dividend payments and \$352 million of common stock repurchases. During the three months ended March 31, 2021, we utilized cash for \$1.25 billion of debt repayments, \$917 million of dividend payments and \$309 million of common stock repurchases.

### **Debt and Credit Facilities**

A summary of our borrowings under various financing arrangements is included in Note 9. Debt and Credit Facilities of the Notes to Condensed Consolidated Financial Statements included in Part I, Item I of this Quarterly Report on Form 10-Q. We may choose to repay certain of our long-term debt obligations prior to maturity dates based on our assessment of current and long-term liquidity and capital requirements.

In February 2022, we repaid \$500 million of senior unsecured notes prior to the March 2022 maturity by exercising a par call option. No new debt was issued during the three months ended March 31, 2022. We are required to comply with certain covenants under our note indentures governing our senior unsecured notes. As of March 31, 2022, we were not in violation of any covenants.

### **Capital Resources and Material Cash Requirements**

A summary of our capital resources and material cash requirements is presented in Part II, Item 7 of our Annual Report on Form 10-K for the year ended December 31, 2021. As of January 1, 2022, for U.S. tax purposes, R&D expenses are required to be capitalized and amortized rather than immediately deducted. As a result, our annual cash tax payments to the U.S Treasury may increase in the current year. Other than as described above, there were no material changes to our capital resources and material cash requirements during the three months ended March 31, 2022.

### **CRITICAL ACCOUNTING ESTIMATES**

The preparation of our Condensed Consolidated Financial Statements in accordance with U.S. GAAP requires management to make estimates and judgments that affect the reported amounts in the financial statements and related disclosures. On an ongoing basis, we evaluate our significant accounting policies and estimates. We base our estimates on historical experience and on various market-specific and other relevant assumptions that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Estimates are assessed each period and updated to reflect current information. Actual results may differ significantly from these estimates. A summary of our critical accounting policies and estimates is presented in Part II, Item 7 of our Annual Report on Form 10-K for the year ended December 31, 2021. With the exception of our revised estimates related to our HR+/HER2- IPR&D intangible assets as described in "Result of Operations" above, there were no material changes to our critical accounting policies and estimates during the three months ended March 31, 2022.

### **RECENT ACCOUNTING PRONOUNCEMENTS**

There have been no new accounting pronouncements issued nor adopted during the three months ended March 31, 2022 that are of significance to us.

### **ACQUISITIONS, COLLABORATIONS AND OTHER ARRANGEMENTS**

See Note 6. Acquisitions, Collaborations and Other Arrangements of the Notes to Condensed Consolidated Financial Statements included in Part I, Item I of this Quarterly Report on Form 10-Q for additional information.

### **Item 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

There have been no material changes in our market risk during the three months ended March 31, 2022 compared to the disclosures in Part II, Item 7A of our Annual Report on Form 10-K for the year ended December 31, 2021.

## **Item 4. CONTROLS AND PROCEDURES**

### **Evaluation of Disclosure Controls and Procedures**

An evaluation as of March 31, 2022 was carried out under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of our “disclosure controls and procedures,” which are defined in Rule 13a-15(e) under the U.S. Securities Exchange Act of 1934, as amended (the Exchange Act), as controls and other procedures of a company that are designed to ensure that the information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Securities and Exchange Commission’s rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of March 31, 2022.

### **Changes in Internal Control over Financial Reporting**

Our management, including our Chief Executive Officer and Chief Financial Officer, has evaluated any changes in our internal control over financial reporting that occurred during the quarter ended March 31, 2022, and has concluded that there was no change during such quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

### **Limitations on the Effectiveness of Controls**

A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Because of inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues, if any, within a company have been detected. Accordingly, our disclosure controls and procedures are designed to provide reasonable, not absolute, assurance that the objectives of our disclosure control system are met and, as set forth above, our Chief Executive Officer and Chief Financial Officer have concluded, based on their evaluation as of the end of the period covered by this report, that our disclosure controls and procedures were effective to provide reasonable assurance that the objectives of our disclosure control system were met.

## **PART II. OTHER INFORMATION**

### **Item 1. LEGAL PROCEEDINGS**

For a description of our significant pending legal proceedings, please see Note 10. Commitments and Contingencies of the Notes to Condensed Consolidated Financial Statements included in Part I, Item I of this Quarterly Report on Form 10-Q.

### **Item 1A. RISK FACTORS**

*In evaluating our business, you should carefully consider the following discussion of material risks, events and uncertainties that make an investment in us speculative or risky in addition to the other information in this Quarterly Report on Form 10-Q. A manifestation of any of the following risks and uncertainties could, in circumstances we may or may not be able to accurately predict, materially and adversely affect our business and operations, growth, reputation (including the commercial or scientific reputation of our products), prospects, product pipeline and sales, operating and financial results, financial condition, cash flows, liquidity and stock price. We note these factors for investors as permitted by the Private Securities Litigation Reform Act of 1995. It is not possible to predict or identify all such factors; our operations could also be affected by factors, events or uncertainties that are not presently known to us or that we currently do not consider to present significant risks to our operations. Therefore, you should not consider the following risks to be a complete statement of all the potential risks or uncertainties that we face.*

#### **Product and Commercialization Risks**

**Certain of our products subject us to additional or heightened risks.**

##### *HIV*

We receive a substantial portion of our revenue from sales of our products for the treatment and prevention of HIV infection. During the three months ended March 31, 2022, sales of our HIV products accounted for approximately 57% of our total product sales. We may be unable to sustain or increase sales of our HIV products for any number of reasons, including market share gains by competitive products, including generics, or the inability to introduce new HIV medications necessary to remain competitive. In such case, we may need to scale back our operations, including our future drug development and spending on research and development (“R&D”) efforts. For example, many of our HIV products contain tenofovir alafenamide (“TAF”), which belongs to the nucleoside class of antiviral therapeutics, and any changes to the treatment paradigm for HIV may cause nucleoside-based therapeutics to fall out of favor.

##### *Veklury*

We face risks related to our supply and distribution of Veklury, which was approved by the U.S. Food and Drug Administration (“FDA”) in October 2020 as a treatment for patients hospitalized with coronavirus disease 2019 (“COVID-19”) and in January 2022 as a treatment for non-hospitalized adult and adolescent patients who are at high risk of progression to severe COVID-19, including hospitalization or death. While the utilization of Veklury has largely tracked rates of COVID-19 hospitalizations, we are unable to accurately predict our revenues or supply needs over the short and long term due to the dynamic nature of the pandemic, including the availability, uptake and effectiveness of vaccines and alternative treatments for COVID-19, fluctuating hospital utilization rates, the emergence of new variants and timing of surges in infection. If we do not accurately forecast demand or manufacture Veklury at levels sufficient to meet demand, then we may experience product shortages or build excess inventory that may be written off. We also remain subject to significant public attention and scrutiny over the complex decisions made regarding clinical data, supply, allocation, distribution and pricing of Veklury, all of which affects our corporate reputation.

## Cell Therapy

Advancing a novel and personalized therapy such as Tecartus or Yescarta, which are chimeric antigen receptor (“CAR”) T-cell therapies, creates significant challenges, including:

- educating and certifying medical personnel regarding the procedures and the potential side effects, such as cytokine release syndrome and neurologic toxicities, in compliance with the Risk Evaluation and Mitigation Strategy program required by FDA;
- securing sufficient supply of other medications to manage side effects, such as tocilizumab and corticosteroids, which may not be available in sufficient quantities, may not adequately control the side effects and/or may have detrimental impacts on the efficacy of cell therapy;
- developing and maintaining a robust and reliable process for engineering a patient’s T cells in our facilities and infusing them back into the patient; and
- conditioning patients with chemotherapy in advance of administering our therapy, which may increase the risk of adverse side effects.

The use of engineered T cells as a potential cancer treatment is a recent development and may not be broadly accepted by physicians, patients, hospitals, cancer treatment centers, payers and others in the medical community. While FDA has approved some cell therapies, including Tecartus and Yescarta, we must continue to demonstrate to the medical community the potential advantages of cell therapy compared to existing and future therapeutics. For challenges related to the reimbursement of Tecartus and Yescarta, see also “Our existing products are subject to reimbursement pressures from government agencies and other third parties, required rebates and other discounts on our products and other pricing pressures.”

We rely on third-party sites to collect patients’ white blood cells, known as apheresis centers, as well as shippers, couriers, and hospitals for the logistical collection of patients’ white blood cells and ultimate delivery of Tecartus and Yescarta to patients. These vendors may encounter disruptions or difficulties that could result in product loss and regulatory action. Apheresis centers may also choose not to participate in our quality certification process, or we may be unable to complete such certification in a timely manner or at all, which could delay or constrain our manufacturing and commercialization efforts.

We operate a new automated CAR T-cell therapy manufacturing facility in Frederick, Maryland, which received FDA approval for commercial production in April 2022. We have not previously manufactured our products in an automated facility on a commercial scale, and as a result, we may require additional time and resources in order to effectively increase manufacturing capacity. In addition, we may not be able to produce or otherwise obtain an amount of supply sufficient to satisfy demand for our products. If we are unable to meet product demand, we will have difficulty meeting sales forecasts for products that we plan to manufacture at this facility.

### **Our success depends on developing and commercializing new products or expanding the indications for existing products.**

If we are unable to launch commercially successful new products or new indications for existing products, our business will be adversely impacted. The launch of commercially successful products is necessary to grow our business, cover our substantial R&D expenses, and offset revenue losses when existing products lose market share due to factors such as competition and loss of patent exclusivity. There are many difficulties and uncertainties inherent in drug development and the introduction of new products. The product development cycle is characterized by significant investments of resources, long lead times and unpredictable outcomes due to the nature of developing medicines for human use. We expend significant time and resources on our product pipeline without any assurance that we will recoup our investments or that our efforts will be commercially successful. A high rate of failure is inherent in the discovery and development of new products, and failure can occur at any point in the process, including late in the process after substantial investment.

**We face challenges in accurately forecasting sales because of the difficulties in predicting demand for our products and fluctuations in purchasing patterns or wholesaler inventories.**

We may be unable to accurately predict demand for our products, including the uptake of new products, as demand depends on a number of factors. For example, product demand may be adversely affected if physicians do not see the benefit of our products. Additionally, the non-retail sector in the United States, which includes government institutions, including state AIDS Drug Assistance Programs, the U.S. Department of Veterans Affairs, correctional facilities and large health maintenance organizations, tends to be less consistent in terms of buying patterns and often causes quarter-over-quarter fluctuations that do not necessarily mirror patient demand for our products. Federal and state budget pressures, as well as the annual grant cycles for federal and state funds, may cause purchasing patterns to not reflect patient demand for our products. We expect to continue to experience fluctuations in the purchasing patterns of our non-retail customers. In light of the budget crises faced by many European countries, we have observed variations in purchasing patterns induced by cost containment measures in Europe. We believe these measures have caused some government agencies and other purchasers to reduce inventory of our products in the distribution channels, and we may continue to see this trend in the future.

We sell and distribute most of our products in the United States exclusively through the wholesale channel. For the three months ended March 31, 2022, approximately 91% of our product sales in the United States were to three wholesalers, AmerisourceBergen Corporation, Cardinal Health, Inc. and McKesson Corporation. The U.S. wholesalers with whom we have entered into inventory management agreements make estimates to determine end-user demand and may not be completely effective in matching their inventory levels to actual end-user demand. As a result, changes in inventory levels held by those wholesalers can cause our operating results to fluctuate unexpectedly if our sales to these wholesalers do not match end-user demand. In addition, inventory is held at retail pharmacies and other non-wholesaler locations with whom we have no inventory management agreements and no control over buying patterns. Adverse changes in economic conditions, increased competition or other factors may cause retail pharmacies to reduce their inventories of our products, which would reduce their orders from wholesalers and, consequently, the wholesalers' orders from us, even if end-user demand has not changed. In addition, we have observed that strong wholesaler and sub-wholesaler purchases of our products in the fourth quarter typically results in inventory draw-down by wholesalers and sub-wholesalers in the subsequent first quarter. As inventory in the distribution channel fluctuates from quarter to quarter, we may continue to see fluctuations in our earnings and a mismatch between prescription demand for our products and our revenues.

**We face significant competition from global pharmaceutical and biotechnology companies, specialized pharmaceutical firms and generic drug manufacturers.**

New branded or generic products entering major markets affects our ability to maintain pricing and market share. Our products compete with other available products based primarily on efficacy, safety, tolerability, acceptance by doctors, ease of patient compliance, ease of use, price, insurance and other reimbursement coverage, distribution and marketing. A number of companies are pursuing the development of technologies which are competitive with our existing products or research programs. These competing companies include large pharmaceutical and biotechnology companies and specialized pharmaceutical firms acting either independently or together with other such companies. Furthermore, academic institutions, government agencies and other public and private organizations conducting research may seek patent protection or may establish collaborative arrangements for competitive products or programs. We may be adversely impacted if any of these competitors gain market share as a result of new technologies, commercialization strategies or otherwise.

**Our existing products are subject to reimbursement pressures from government agencies and other third parties, required rebates and other discounts on our products and other pricing pressures.**

*Product Reimbursements*

Successful commercialization of our products depends, in part, on the availability of third-party payer reimbursement for the cost of such products and related treatments and medical services in the markets where we sell our products. Government health authorities, private health insurers and other organizations generally provide reimbursement. As our products mature, pricing pressures from private insurers and government payers often result in a reduction of the net product prices.

Legislative and regulatory actions affecting government prescription drug procurement and reimbursement programs occur relatively frequently. For example, in September 2020, FDA issued a final rule implementing a pathway for the importation of certain prescription drugs from Canada. This rule is subject to ongoing litigation. We may be adversely impacted by any such legislative and regulatory actions, though it is difficult to predict the impact, if any, on the use and reimbursement of our products.

## *Product Pricing, Discounts and Rebates*

In the United States, the European Union (“EU”) and other significant or potentially significant markets for our products and product candidates, government authorities and third-party payers are increasingly attempting to limit or regulate the price of medical products and services. In the United States, the volume of drug pricing-related bills has dramatically increased in recent years. For example, Congress has enacted laws requiring manufacturer refunds on certain amounts of discarded drug from single-use vials beginning in 2023 and eliminating the existing cap on Medicaid rebate amounts beginning in 2024. Congress has also proposed bills to require the Department of Health and Human Services to negotiate prices for certain drugs, impose an inflation-based rebate on Medicare Part B and D drugs when list prices for drugs grow faster than inflation, and increase manufacturer contributions in some or all of the Medicare Part D benefit phases. In addition, many state legislatures are considering, or have already passed into law, legislation that seeks to indirectly or directly regulate pharmaceutical drug pricing, such as requiring manufacturers to publicly report proprietary pricing information, creating review boards for prices to state agencies, and encouraging the use of generic drugs. Such initiatives and legislation may cause added pricing pressures on our products, and the resulting impact on our business is uncertain. Many countries outside the United States, including the EU Member States, have established complex and lengthy procedures to obtain price approvals and coverage reimbursement and periodically review their pricing and reimbursement decisions. The outcome of this review cannot be predicted and could have an adverse effect on the pricing and reimbursement of our medicinal products in the EU member states. Reductions in the pricing of our medicinal products in one member state could affect the price in other member states and have a negative impact on our financial results.

A substantial portion of our product sales is subject to significant discounts from list price, including rebates that we may be required to pay state Medicaid agencies and discounts provided to 340B covered entities. Changes to the 340B program or the Medicaid program at the federal or state level could have a material adverse effect on our business. For example, in December 2020, Centers for Medicare & Medicaid Services (“CMS”) issued a final rule that will make certain changes to the calculation of rebates under the Medicaid Drug Rebate Program. Among other changes, effective January 1, 2023, the final rule will change the requirements for excluding manufacturer co-pay coupons from the Medicaid “best price.” These changes are subject to ongoing litigation. If these changes go into effect, they could substantially increase our Medicaid rebate obligations and decrease the prices we charge 340B covered entities. The continued growth of the 340B program also limits the prices we may charge on an increasing percentage of sales.

We recently implemented a contract pharmacy integrity initiative for our branded hepatitis C virus (“HCV”) products. This integrity initiative will not involve any products from Aseguia Therapeutics LLC. Our integrity initiative requires covered entities that enter into 340B bill to/ship to arrangements with contract pharmacies for our branded HCV products to provide claims level data for units dispensed from such contract pharmacies; covered entities without an in-house pharmacy that choose not to participate in the initiative can designate a single contract pharmacy for shipment. Certain manufacturers that have implemented other contract pharmacy integrity programs have received enforcement letters from the U.S. Department of Health and Human Services (“HHS”) asserting that those programs violate the 340B statute, have been referred to the HHS Office of Inspector General for assessment of civil monetary penalties, and have been subject to administrative dispute resolution proceedings brought on behalf of covered entities. These manufacturers are currently challenging HHS’ position in ongoing litigation. Although we believe that our integrity initiative complies with the requirements of the 340B statute, additional legal or legislative developments with respect to the 340B program, including potential litigation with HHS, may negatively impact our ability to implement or continue our integrity initiative.

In addition, standard reimbursement structures may not adequately reimburse for innovative therapies. For example, beginning in fiscal year 2021, CMS established a new severity-adjusted diagnosis-related group (“DRG”) 018 for Medicare inpatient reimbursement of CAR T products such as Yescarta and Tecartus. While the new DRG has a significantly higher base payment amount than the prior DRG 016, the payment available may not be sufficient to reimburse some hospitals for their cost of care for patients receiving Yescarta and Tecartus. When reimbursement is not aligned well to account for treatment costs, Medicare beneficiaries may be denied access as this misalignment could impact the willingness of some hospitals to offer the therapy and of doctors to recommend the therapy. Additionally, in the EU, there are barriers to reimbursement in individual countries that could limit the uptake of Yescarta and Tecartus.

In addition, we estimate the rebates we will be required to pay in connection with sales during a particular quarter based on claims data from prior quarters. In the United States, actual rebate claims are typically made by payers one to three quarters in arrears. Actual claims and payments may vary significantly from our estimates.

**We may experience adverse impacts resulting from the importation of our products from lower price markets or the distribution of illegally diverted or counterfeit versions of our products.**

Prices for our products are based on local market economics and competition and sometimes differ from country to country. Our sales in countries with relatively higher prices may be reduced if products can be imported and resold into those countries from lower price markets. For example, U.S. sales could also be affected if FDA permits importation of drugs from Canada. We have entered into agreements with generic drug manufacturers as well as licensing agreements with the Medicines Patent Pool, a United Nations-backed public health organization, which allows generic drug manufacturers to manufacture generic versions of certain of our products for distribution in certain low- and middle-income countries. We may be adversely affected if any generic versions of our products, whether or not produced and/or distributed under these agreements, are exported to the United States, Europe or markets with higher prices.

In the EU, we are required to permit products purchased in one EU member state to be sold in another member state. Purchases of our products in member states where our selling prices are relatively low for resale in member states in which our selling prices are relatively high can affect the inventory level held by our wholesalers and can cause the relative sales levels in the various countries to fluctuate from quarter to quarter and not reflect the actual consumer demand in any given quarter.

Additionally, diverted products may be used in countries where they have not been approved and patients may source the diverted products outside the legitimate supply chain. These diverted products may be handled, shipped and stored inappropriately, which may affect the efficacy of the products and could harm patients and adversely impact us.

We are also aware of the existence of various suppliers around the world that, without Gilead's authorization, purport to source our products and generic versions of our products and sell them for use in countries where those products have not been approved. As a result, patients may be at risk of taking unapproved medications that may not be what they purport to be, may not have the potency they claim to have or may contain harmful substances, which could harm patients and adversely impact us.

Further, third parties have illegally distributed and sold, and may continue to illegally distribute and sell, illegally diverted and counterfeit versions of our medicines, which do not meet the rigorous quality standards of our manufacturing and supply chain. For example, as part of an ongoing U.S. investigation in coordination with law enforcement, and pursuant to court order, we seized thousands of bottles of Gilead-labeled medication with counterfeit supply chain documentation. Our investigation revealed that pharmaceutical distributors that are not authorized by Gilead to sell Gilead medicine sold purported genuine Gilead medicine sourced from an illegal counterfeiting scheme to independent pharmacies nationwide.

Illegally diverted and counterfeit versions of Gilead-branded medicines exist and may pose a serious risk to patient health and safety. Our actions to stop or prevent the distribution and sale of illegally diverted and counterfeit versions of our medicines around the world may be costly and unsuccessful, which may adversely affect patients and our reputation and business, including our product revenues and financial results.

**Product Development and Supply Chain Risks**

**We face risks in our clinical trials, including the potential for unfavorable results, delays in anticipated timelines and disruption.**

We are required to demonstrate the safety and efficacy of product candidates that we develop for each intended use through extensive preclinical studies and clinical trials. The results from preclinical and early clinical studies do not always accurately predict results in later, large-scale clinical trials. Even successfully completed large-scale clinical trials may not result in marketable products.

We face numerous risks and uncertainties with our clinical trials that could result in delays or prevent completion of the development and approval of our product candidates. These risks and uncertainties include challenges in clinical trial protocol design, our ability to enroll patients in clinical trials, and the possibility of unfavorable or inadequate trial results to support further development of our product candidates, including failure to meet a trial's primary endpoint, safety issues arising from our clinical trials, and the need to modify or delay our clinical trials or to perform additional trials. For example, we have announced that FDA issued a complete response letter for the new drug application for lenacapavir and placed clinical holds on studies evaluating (1) injectable lenacapavir, (2) lenacapavir in combination with islatravir and (3) magrolimab. In addition, see Note 7. Goodwill and Intangible Assets of the Notes to Condensed Consolidated Financial Statements included in Part I, Item I of this Quarterly Report on Form 10-Q for a discussion of the partial in-process research and development impairment charge of \$2.7 billion during the three months ended March 31, 2022 related to assets we acquired from Immunomedics, Inc. in 2020.

As a result, we may be unable to successfully complete our clinical trials on our anticipated timelines, or at all. Based on trial results, it is possible that FDA and other regulatory authorities may not approve our product candidates, or that any market approvals may include significant limitations on the products' use. In addition, clinical trials involving our commercial products could raise new safety issues for our existing products, which could adversely impact our business. Further, we may make a strategic decision to discontinue development of our product candidates if, for example, we believe commercialization will be difficult relative to other opportunities in our pipeline. Therefore, our product candidates may never be successfully commercialized, and we may be unable to recoup the significant R&D and clinical trial expenses incurred. In 2022, we anticipate the continued expansion of our clinical pipeline, which includes multiple planned Phase 3 study initiations in oncology and virology. We expect to expend significant time and resources on our clinical trial activities without any assurance that we will recoup our investments or that our efforts will be commercially successful.

There are also risks associated with the use of third parties in our clinical trial activities. We extensively outsource our clinical trial activities and usually perform only a small portion of the start-up activities in-house. We rely on independent third-party contract research organizations ("CROs") to perform most of our clinical studies, including document preparation, site identification, screening and preparation, pre-study visits, training, program management, patient enrollment, ongoing monitoring, site management and bioanalytical analysis. Many important aspects of the services performed for us by the CROs are out of our direct control. If there is any dispute or disruption in our relationship with our CROs, our clinical trials may be delayed. Moreover, in our regulatory submissions, we rely on the quality and validity of the clinical work performed by third-party CROs. If any of our CROs' processes, methodologies or results were determined to be invalid or inadequate, our own clinical data and results and related regulatory approvals may be adversely affected.

**We may face manufacturing difficulties, delays or interruptions, including at our third-party manufacturers and corporate partners.**

Our products, which are manufactured at our own facilities or by third-party manufacturers and corporate partners, are the result of complex, highly regulated manufacturing processes. We depend on third-party manufacturers and corporate partners to perform manufacturing activities effectively and on a timely basis for the majority of our active pharmaceutical ingredients and drug products. These third parties are independent entities subject to their own unique operational and financial risks that are out of our control. We and our third-party manufacturers and corporate partners are subject to Good Manufacturing Practices ("GMP"), which are extensive regulations governing manufacturing processes, stability testing, record keeping and quality standards as defined by FDA and the European Medicines Agency ("EMA"), as well as comparable regulations in other jurisdictions. Manufacturing operations are also subject to routine inspections by regulatory agencies.

Any adverse developments affecting or resulting from our manufacturing operations or the operations of our third-party manufacturers and corporate partners may result in shipment delays, inventory shortages, lot failures, product withdrawals or recalls or other interruptions in the commercial supply of our products. We may also need to take inventory write-offs and incur other charges and expenses for products that fail to meet specifications and quality standards, undertake costly remediation efforts or seek more costly manufacturing alternatives. Such developments could increase our manufacturing costs, cause us to lose revenues or market share and damage our reputation. In addition, manufacturing issues may cause delays in our clinical trials and applications for regulatory approval. For example, if we are unable to remedy any deficiencies cited by FDA or other regulatory agencies in their inspections, our existing products and the timing of regulatory approval of product candidates in development could be adversely affected. Further, there is risk that regulatory agencies in other countries where marketing applications are pending will undertake similar additional reviews or apply a heightened standard of review, which could delay the regulatory approvals for products in those countries. Our business may be adversely affected if approval of any of our product candidates were delayed or if production of our products were interrupted.

**We may not be able to obtain materials or supplies necessary to conduct clinical trials or to manufacture and sell our products, which could limit our ability to generate revenues.**

We need access to certain supplies and products to conduct our clinical trials and to manufacture and sell our products. If we are unable to purchase sufficient quantities of these materials or find suitable alternative materials in a timely manner, our development efforts for our product candidates may be delayed or our ability to manufacture and sell our products could be limited.



Suppliers of key components and materials must be named in the new drug application or marketing authorization application filed with the regulatory authority for any product candidate for which we are seeking marketing approval, and significant delays can occur if the qualification of a new supplier is required. Even after a manufacturer is qualified by the regulatory authority, the manufacturer must continue to expend time, money and effort in the area of production and quality control to maintain full compliance with GMP. Manufacturers are subject to regular periodic inspections by regulatory authorities following initial approval. If, as a result of these inspections, a regulatory authority determines that the equipment, facilities, laboratories or processes do not comply with applicable regulations and conditions of product approval, the regulatory authority may suspend the manufacturing operations. If the manufacturing operations of any of the single suppliers for our products are suspended, we may be unable to generate sufficient quantities of commercial or clinical supplies of product to meet market demand. In addition, if deliveries of materials from our suppliers are interrupted for any reason, we may be unable to ship certain of our products for commercial supply or to supply our product candidates in development for clinical trials. Also, some of our products and the materials that we utilize in our operations are manufactured by only one supplier or at only one facility, which we may not be able to replace in a timely manner and on commercially reasonable terms, or at all. Problems with any of the single suppliers or facilities we depend on, including in the event of a disaster, such as an earthquake, equipment failure or other difficulty, may negatively impact our development and commercialization efforts.

A significant portion of the raw materials and intermediates used to manufacture our antiviral products are supplied by third-party manufacturers and corporate partners outside of the United States. As a result, any political or economic factors in a specific country or region, including any changes in or interpretations of trade regulations, compliance requirements or tax legislation, that would limit or prevent third parties outside of the United States from supplying these materials could adversely affect our ability to manufacture and supply our antiviral products to meet market needs and have a material and adverse effect on our operating results.

If we were to encounter any of these difficulties, our ability to conduct clinical trials on product candidates and to manufacture and sell our products could be impaired.

### **Regulatory and Other Legal Risks**

**Our operations depend on compliance with complex FDA and comparable international regulations. Failure to obtain broad approvals on a timely basis or to maintain compliance could delay or halt commercialization of our products.**

The products we develop must be approved for marketing and sale by regulatory authorities and, once approved, are subject to extensive regulation by FDA, EMA and comparable regulatory agencies in other countries. We have filed, and anticipate that we will file, for marketing approval in additional countries and for additional indications and products over the next several years. These and any future marketing applications we file may not be approved by the regulatory authorities on a timely basis, or at all. Even if marketing approval is granted for these products, there may be significant limitations on their use. We cannot state with certainty when or whether any of our product candidates under development will be approved or launched; whether we will be able to develop, license or acquire additional product candidates or products; or whether any products, once launched, will be commercially successful.

Further, how we manufacture and sell our products is subject to extensive regulation and review. For example, under FDA rules, we are often required to conduct post-approval clinical studies to assess a known serious risk, signals of serious risk or to identify an unexpected serious risk. In certain circumstances, we may be required to implement a Risk Evaluation and Mitigation Strategy program for our products, which could include a medication guide, patient package insert, a communication plan to healthcare providers, restrictions on distribution or use of a product and other elements FDA deems necessary to assure safe use of the drug. Discovery of previously unknown problems with our marketed products or product candidates, including serious safety, resistance or drug interaction issues, or problems with our manufacturing, safety reporting or promotional activities may result in regulatory approvals being delayed, denied or granted with significant restrictions on our products, including limitations on or the withdrawal of the products from the market.

Failure to comply with these or other requirements imposed by FDA could result in significant civil monetary penalties, fines, suspensions of regulatory approvals, product recalls, seizure of products and criminal prosecutions.

**We are impacted by evolving laws, regulations and legislative or regulatory actions applicable to the health care industry.**

The health care industry is subject to various federal, state and international laws and regulations pertaining to drug reimbursement, rebates, price reporting, health care fraud and abuse, and data privacy and security. In the United States, these laws include anti-kickback and false claims laws, laws and regulations relating to the Medicare and Medicaid programs and other federal and state programs, the Medicaid Rebate Statute, laws that regulate written and verbal communications about our products, individual state laws relating to pricing and sales and marketing practices, the Health Insurance Portability and Accountability Act and other federal and state laws relating to the privacy and security of health information. Actual or alleged violations of these laws or any related regulations may be punishable by criminal and/or civil sanctions, including, in some instances, substantial fines, civil monetary penalties, exclusion from participation in federal and state health care programs, including Medicare, Medicaid and Department of Veterans Affairs and Department of Defense health programs, actions against executives overseeing our business and significant remediation measures, negative publicity or other consequences. These laws and regulations are broad in scope and subject to changing and evolving interpretations, which could require us to incur substantial costs associated with compliance or to alter one or more of our sales or marketing practices. The resulting impact on our business is uncertain and could be material.

In addition, government price reporting and payment regulations are complex, and we are continually assessing the methods by which we calculate and report pricing in accordance with these obligations. Our methodologies for calculations are inherently subjective and may be subject to review and challenge by various government agencies, which may disagree with our interpretation. If the government disagrees with our reported calculations, we may need to restate previously reported data and could be subject to additional financial and legal liability.

There also continues to be enhanced scrutiny of company-sponsored patient assistance programs, including co-pay assistance programs, and manufacturer donations to third-party charities that provide such assistance. There has also been enhanced scrutiny by governments on reimbursement and other patient support offerings, clinical education programs and promotional speaker programs. If we, or our agents and vendors, are deemed to have failed to comply with laws, regulations or government guidance in any of these areas, we could be subject to criminal or civil sanctions. Any similar violations by our competitors could also negatively impact our industry reputation and increase scrutiny over our business and our products.

For a description of our government investigations and related litigation, see Note 10. Commitments and Contingencies of the Notes to Condensed Consolidated Financial Statements included in Part I, Item I of this Quarterly Report on Form 10-Q.

**We are subject to risks if significant safety issues arise for our marketed products or our product candidates.**

As additional studies are conducted subsequent to obtaining marketing approval for our products, and as our products are used over longer periods of time by many patients, including patients with underlying health problems or patients taking other medicines, we expect to continue finding new issues related to safety, resistance or drug interactions. Any such issues may require changes to our product labels, such as additional warnings, contraindications or even narrowed indications, or to halt sales of a product.

Regulatory authorities have been moving towards more active and transparent pharmacovigilance and are making greater amounts of stand-alone safety information and clinical trial data directly available to the public through websites and other means, such as periodic safety update report summaries, risk management plan summaries and various adverse event data. Safety information, without the appropriate context and expertise, may be misinterpreted and lead to misperception or legal action.

**Our success depends to a significant degree on our ability to obtain and defend our patents and other intellectual property rights both domestically and internationally, and to operate without infringing upon the patents or other proprietary rights of third parties.**

Patents and other proprietary rights are very important to our business. As part of our business strategy, we actively seek patent protection both in the United States and internationally and file additional patent applications, when appropriate, to cover improvements in our compounds, products and technology. Our success depends to a significant degree on our ability to:

- obtain patents and licenses to patent rights;
- preserve trade secrets and internal know-how;
- defend against infringement of our patents and efforts to invalidate them; and
- operate without infringing on the intellectual property of others.

Because patent applications are confidential for a period of time before a patent is issued, we may not know if our competitors have filed patent applications for technology covered by our pending applications or if we were the first to invent or first to file an application directed toward the technology that is the subject of our patent applications. If competitors file patent applications covering our technology, we may have to participate in litigation, post-grant proceedings before the U.S. Patent and Trademark Office or other proceedings to determine the right to a patent or validity of any patent granted. Such litigation and proceedings are unpredictable and expensive, and could divert management attention from other operations, such that, even if we are ultimately successful, we may be adversely impacted.

Generic manufacturers have sought, and may continue to seek, FDA approval to market generic versions of our products through an abbreviated new drug application (“ANDA”), the application process typically used by manufacturers seeking approval of a generic drug. For a description of our ANDA litigation, see Note 10. Commitments and Contingencies of the Notes to Condensed Consolidated Financial Statements included in Part I, Item I of this Quarterly Report on Form 10-Q. The entry of generic versions of our products has, and may in the future, lead to market share and price erosion.

If we are found to infringe the valid patents of third parties, we may be required to pay significant monetary damages or we may be prevented from commercializing products or may be required to obtain licenses from these third parties. We may not be able to obtain alternative technologies or any required license on commercially reasonable terms or at all. If we fail to obtain these licenses or alternative technologies, we may be unable to develop or commercialize some or all of our products. For example, we are aware of patents and patent applications owned by third parties that such parties may claim cover the use of sofosbuvir, axicabtagene ciloleucel or bicittegravir, as well as certain uses of combinations of emtricitabine (“FTC”) and tenofovir disoproxil fumarate (“TDF”) or TAF. For a description of our pending patent litigation, see Note 10. Commitments and Contingencies of the Notes to Condensed Consolidated Financial Statements included in Part I, Item I of this Quarterly Report on Form 10-Q.

Furthermore, we also rely on unpatented trade secrets and improvements, unpatented internal know-how and technological innovation. For example, a great deal of our liposomal manufacturing expertise, which is a key component of our liposomal technology, is not covered by patents but is instead protected as a trade secret. We protect these rights mainly through confidentiality agreements with our corporate partners, employees, consultants and vendors. We cannot be certain that these parties will comply with these confidentiality agreements, that we have adequate remedies for any breach or that our trade secrets, internal know-how or technological innovation will not otherwise become known or be independently discovered by our competitors. Under some of our R&D agreements, inventions become jointly owned by us and our corporate partner and in other cases become the exclusive property of one party. In certain circumstances, it can be difficult to determine who owns a particular invention and disputes could arise regarding those inventions. We could be adversely affected if our trade secrets, internal know-how, technological innovation or confidential information become known or independently discovered by competitors or if we enter into disputes over ownership of inventions.

**We face potentially significant liability and increased expenses from litigation and government investigations relating to our products and operations.**

We are involved in a number of litigation, investigation and other dispute-related matters that require us to expend substantial internal and financial resources. These matters could require us to pay significant monetary amounts, including royalty payments for past and future sales. For example, on February 1, 2022, we reached an agreement with ViiV Healthcare Company and related parties (collectively, “ViiV”) for a global resolution of all pending or potential claims related to our sales of Biktarvy, pursuant to which (1) ViiV granted Gilead a broad worldwide license and covenant not to sue relating to any past, present or future development or commercialization of bicittegravir, and (2) Gilead agreed to make a one-time payment of \$1.25 billion and an ongoing royalty at a rate of 3% on future sales of Biktarvy and the bicittegravir component of bicittegravir-containing products in the United States until October 5, 2027.

We expect these matters will continue to require a high level of internal and financial resources for the foreseeable future. These matters have reduced, and are expected to continue to reduce, our earnings and require significant management attention.

In addition, the testing, manufacturing, marketing and use of our commercial products, as well as product candidates in development, involve substantial risk of product liability claims. These claims may be made directly by consumers, healthcare providers, pharmaceutical companies or others. We have limited insurance for product liabilities that may arise and claims may exceed our coverage.

For a description of our litigation, investigation and other dispute-related matters, see Note 10. Commitments and Contingencies of the Notes to Condensed Consolidated Financial Statements included in Part I, Item I of this Quarterly Report on Form 10-Q. The outcome of such legal proceedings or any other legal proceedings that may be brought against us, the investigations or any other investigations that may be initiated and any other dispute-related matters, are inherently uncertain, and adverse developments or outcomes can result in significant expenses, monetary damages, penalties or injunctive relief against us.

## **Operational Risks**

**Our business has been, and may in the future be, adversely affected by outbreaks of epidemic, pandemic or contagious diseases, including the ongoing COVID-19 outbreak.**

Actual or threatened outbreaks of epidemic, pandemic or contagious diseases, such as COVID-19, may significantly disrupt our global operations and adversely affect our business, financial condition and results of operations. For example, the COVID-19 pandemic has caused significant volatility and uncertainty in U.S. and international markets and has resulted in increased risks and adverse impacts to our operations, including as described below. We are monitoring a number of risks related to the pandemic, including the following:

- **Supply Chain:** The pandemic could result in disruptions to our global supply chain and distribution in the future. For example, quarantines, shelter-in-place and other governmental orders and policies, travel restrictions, airline capacity and route reductions, safety guidelines and health impacts of the pandemic could impact the availability or productivity of products and personnel at manufacturers, distributors, freight carriers and other necessary components of our supply chain. In addition, there may be unfavorable changes in the availability or cost of raw materials, intermediates and other materials necessary for production, which may result in higher costs, disruptions in our supply chain and interruptions in our distribution capabilities.
- **Clinical Trials:** The pandemic has adversely affected and may continue to adversely affect certain of our clinical trials, including our ability to initiate and complete our clinical trials within the anticipated timelines. For ongoing trials, clinical trial sites have imposed restrictions on patient visits to limit risks of possible COVID-19 exposure, and we may experience issues with participant compliance with clinical trial protocols as a result of quarantines, travel restrictions and interruptions to healthcare services. There is also a risk that closures at clinical sites may be necessary as the pandemic and related guidance and restrictions continue to evolve. For the foregoing reasons, we have experienced delays with new subject enrollment for most clinical trials during the course of the pandemic, and may continue to experience overall delays in our clinical trials. There is also the risk of biased data collection if only certain clinical trial sites remain open. As a result of these challenges, our anticipated filing and marketing timelines for certain products may be adversely impacted.
- **Regulatory Reviews:** The operations of FDA, EMA or other regulatory agencies may be adversely affected. We may also experience delays in necessary interactions with regulatory authorities around the world, including with respect to any anticipated filing, which, together with other factors resulting from the pandemic, may adversely impact our ability to launch new commercial products.
- **Access to Healthcare Providers:** The pandemic has limited patients' ability or willingness to access and seek care from healthcare providers and initiate or continue therapies, which has resulted in lower demand for our products during the course of the pandemic, particularly with respect to HCV treatment and HIV treatment and prevention. For example, we have observed lower levels of patient visits and testing volumes in HCV, resulting in fewer patient starts. In addition, at times during the pandemic, we have seen lower levels of screening and diagnosis for HIV, resulting in fewer treatment initiations, as well as higher levels of discontinuations, resulting in a reduction in prescription refills. With increased levels of unemployment at times during the pandemic, we have also experienced shifts in payer mix towards more government-funded coverage and the uninsured segment. Our field personnel have also had reduced access to healthcare personnel during the pandemic, including fewer in-person interactions, which has adversely impacted and may continue to adversely impact our commercial activities.
- **Employees:** We face risks related to the health, safety, morale and productivity of our employees, including the safe occupancy of our sites during the pandemic. In the fourth quarter of 2021, we transitioned to a return-to-site phase for our U.S. flexible location employees. Our job site enhancements and risk protocols, which include health screenings and COVID-19 testing and vaccine requirements, do not guarantee that we can maintain the continued safe occupancy of our sites and may adversely impact employee recruitment and retention. On-site employees testing positive for COVID-19 could lead to mandatory quarantines and potential site shutdowns.
- **Financial:** The pandemic has had, and may continue to have, an adverse financial impact in the short term and potentially beyond. In particular, our HCV and HIV businesses have been and continue to be adversely impacted. For example, we have observed reductions in the overall U.S. HCV treatment, HIV treatment and HIV pre-exposure prophylaxis ("PrEP") volumes at times during the pandemic, and it is uncertain when these volumes will all return to pre-pandemic levels. We may continue to experience fluctuating revenues as infection rates rise and fall and as pandemic restrictions are periodically tightened and eased. We have also experienced, and may continue to experience, volatility in our short-term revenues due to fluctuations in inventory channel purchases during the pandemic. We could also have additional unexpected expenses related to the pandemic, which could negatively affect our results of operations. These factors together with the overall uncertainty and disruption caused by the pandemic could result in increased volatility and decreased predictability in our results of operations and volatility in our stock price.

The pandemic has also amplified many of the other risks described throughout the “Risk Factors” section of this Quarterly Report on Form 10-Q. The extent to which the pandemic impacts our business and results will depend on future developments, which are uncertain and cannot be predicted with confidence, including any potential future waves of the pandemic, new variants of the virus that impact the severity and duration of the pandemic, the development, distribution, effectiveness and public acceptance of vaccines, and any other ongoing and future actions taken to contain the pandemic.

**We face risks associated with our global operations.**

Our global operations are accompanied by certain financial, political, economic and other risks, including those listed below:

- **Foreign Currency Exchange:** For the three months ended March 31, 2022, approximately 34% of our product sales were outside the United States. Because a significant percentage of our product sales is denominated in foreign currencies, primarily the Euro, we face exposure to adverse movements in foreign currency exchange rates. Overall, we are a net receiver of foreign currencies, and therefore, we benefit from a weaker U.S. dollar and are adversely affected by a stronger U.S. dollar. Our hedging program does not eliminate our exposure to currency fluctuations. We may be adversely impacted if the U.S. dollar appreciates significantly against certain currencies and our hedging program does not sufficiently offset the effects of such appreciation.
- **Interest Rates and Inflation:** We hold interest-generating assets and interest-bearing liabilities, including our available-for-sale debt securities and our senior unsecured notes and credit facilities. Fluctuations in the interest rate could expose us to increased financial risk. In addition, changes in the inflation rate could also adversely impact our business and financial results.
- **Anti-Bribery:** We are subject to the U.S. Foreign Corrupt Practices Act and similar worldwide anti-bribery laws that govern our international operations with respect to payments to government officials. Our international operations are heavily regulated and require significant interaction with foreign officials. We operate in parts of the world that have experienced governmental corruption to some degree. In certain circumstances, strict compliance with anti-bribery laws may conflict with local customs and practices or may require us to interact with doctors and hospitals, some of which may be state-controlled, in a manner that is different than local custom. It is possible that certain of our practices may be challenged under these laws. In addition, our internal control policies and procedures may not protect us from reckless or criminal acts committed by our employees and agents. Enforcement activities under anti-bribery laws could subject us to administrative and legal proceedings and actions, which could result in civil and criminal sanctions, including monetary penalties and exclusion from healthcare programs.

Other risks inherent in conducting a global business include:

- Restrictive government actions against our intellectual property and other foreign assets such as nationalization, expropriation, the imposition of compulsory licenses or similar actions, including waiver of intellectual property protections.
- Protective economic policies taken by foreign governments, such as trade protection measures and import and export licensing requirements, which may result in the imposition of trade sanctions or similar restrictions by the United States or other governments.
- Business interruptions stemming from natural or man-made disasters, such as climate change, earthquakes, hurricanes, flooding, fires, extreme heat, drought or actual or threatened public health emergencies, or efforts taken by third parties to prevent or mitigate such disasters, such as public safety power shutoffs and facility shutdowns, for which we may be uninsured or inadequately insured. For example, our corporate headquarters in Foster City and certain R&D and manufacturing facilities are located in California, a seismically active region. In the event of a major earthquake, we may not carry adequate earthquake insurance and significant recovery time could be required to resume operations.
- Political instability or disruption in a geographic region where we operate, regardless of cause, including war, terrorism, social unrest and political changes, including Russia and Ukraine.

**Our aspirations, goals and disclosures related to environmental, social and governance (“ESG”) matters expose us to numerous risks, including risks to our reputation and stock price.**

Institutional and individual investors are increasingly using ESG screening criteria to determine whether Gilead qualifies for inclusion in their investment portfolios. We are frequently asked by investors and other stakeholders to set ambitious ESG goals and provide new and more robust disclosure on goals, progress toward goals and other matters of interest to ESG stakeholders. In response, we have adapted the tracking and reporting of our corporate responsibility program to various evolving ESG frameworks, and we have established and announced goals and other objectives related to ESG matters. These goal statements reflect our current plans and aspirations and are not guarantees that we will be able to achieve them. Our efforts to accomplish and accurately report on these goals and objectives present numerous operational, reputational, financial, legal and other risks, any of which could have a material negative impact, including on our reputation and stock price.

Our ability to achieve any goal or objective, including with respect to environmental and diversity initiatives, is subject to numerous risks, many of which are outside of our control. Examples of such risks include: (1) the availability and cost of low- or non-carbon-based energy sources and technologies, (2) evolving regulatory requirements affecting ESG standards or disclosures, (3) the availability of suppliers that can meet our sustainability, diversity and other standards, (4) our ability to recruit, develop and retain diverse talent in our labor markets, and (5) the impact of our organic growth and acquisitions or dispositions of businesses or operations.

The standards for tracking and reporting on ESG matters are relatively new, have not been harmonized and continue to evolve. Our selection of disclosure frameworks that seek to align with various reporting standards may change from time to time and may result in a lack of consistent or meaningful comparative data from period to period. In addition, regulatory authorities may impose mandatory disclosure requirements with respect to ESG matters. For example, in March 2022, the SEC proposed rule changes that would require companies to make certain climate-related disclosures, including information about climate-related risks, greenhouse gas emissions and certain climate-related financial statement metrics. Our processes and controls may not reflect evolving standards for identifying, measuring and reporting ESG matters, immediately or at all, our interpretation of reporting standards may differ from those of others and such standards may change over time, any of which could result in significant revisions to our goals or reported progress in achieving such goals. In addition, enhancements to our processes and controls to reflect evolving reporting standards may be costly and require additional resources.

If our ESG practices do not meet evolving investor or other stakeholder expectations and standards, then our reputation, our ability to attract or retain employees and our attractiveness as an investment, business partner or acquiror could be negatively impacted. Similarly, our failure or perceived failure to pursue or fulfill our goals, targets and objectives or to satisfy various reporting standards within the timelines we announce, or at all, could also have similar negative impacts and expose us to government enforcement actions and private litigation.

**We depend on relationships with third parties for sales and marketing performance, technology, development, logistics and commercialization of products. Failure to maintain these relationships, poor performance by these companies or disputes with these third parties could negatively impact our business.**

We rely on a number of collaborative relationships with third parties for our sales and marketing performance in certain territories. For example, we have collaboration arrangements with Janssen Sciences Ireland UC for Odefsey, Complera/Eviplera and Symtuza. In some countries, we rely on international distributors for sales of certain of our products. Some of these relationships also involve the clinical development of these products by our partners. Reliance on collaborative relationships poses a number of risks, including the risk that:

- we are unable to control the resources our corporate partners devote to our programs or products;
- disputes may arise with respect to the ownership of rights to technology developed with our corporate partners;
- disagreements with our corporate partners could cause delays in, or termination of, the research, development or commercialization of product candidates or result in litigation or arbitration;
- contracts with our corporate partners may fail to provide significant protection or may fail to be effectively enforced if one of these partners fails to perform;
- our corporate partners have considerable discretion in electing whether to pursue the development of any additional products and may pursue alternative technologies or products either on their own or in collaboration with our competitors;
- our corporate partners with marketing rights may choose to pursue competing technologies or to devote fewer resources to the marketing of our products than they do to products of their own development; and
- our distributors and our corporate partners may be unable to pay us.

Given these risks, there is a great deal of uncertainty regarding the success of our current and future collaborative efforts. If these efforts fail, our product development or commercialization of new products could be delayed or revenues from products could decline.

**Due to the specialized and technical nature of our business, the failure to attract, develop and retain highly qualified personnel could adversely impact us.**

Our future success will depend in large part on our continued ability to attract, develop and retain highly qualified scientific, technical and management personnel, as well as personnel with expertise in clinical testing, governmental regulation and commercialization. Our ability to do so also depends in part on how well we maintain a strong workplace culture that is attractive to employees. In addition, competition for qualified personnel in the biopharmaceutical field is intense, and there is a limited pool of qualified potential employees to recruit. We face competition for personnel from other companies, universities, public and private research institutions, government entities and other organizations. Additionally, changes to U.S. immigration and work authorization laws and regulations could make it more difficult for employees to work in or transfer to one of the jurisdictions in which we operate.

**Significant cybersecurity incidents could give rise to legal liability and regulatory action under data protection and privacy laws and adversely affect our business and operations.**

We are dependent upon information technology systems, infrastructure and data, including our Kite Konnect platform, which is critical to maintain chain of identity and chain of custody of Yescarta and Tecartus. The multitude and complexity of our computer systems make them inherently vulnerable to service interruption or destruction, malicious intrusion and ransomware attack. Likewise, data privacy or security breaches by employees or others can result in the exposure of sensitive data, including our intellectual property or trade secrets or the personal information of our employees, patients, customers or other business partners to unauthorized persons or to the public. Cybersecurity incidents are increasing in their frequency, sophistication and intensity. Cybersecurity incidents include, for example, the deployment of harmful malware, ransomware, denial-of-service, social engineering and other means to affect service reliability and threaten data confidentiality, integrity and availability. Our business and technology partners face similar risks and any security breach of their systems could adversely affect our security posture.

Like many companies, we have experienced cybersecurity incidents, including data breaches and service interruptions. When cybersecurity incidents occur, our policy is to respond and address them in accordance with applicable governmental regulations and other legal requirements, including our cybersecurity protocols. There can be no assurance that our efforts in response to cybersecurity incidents, as well as our investments to protect our information technology infrastructure and data, will shield us from significant losses and potential liability or prevent any future interruption or breach of our systems. Such cybersecurity incidents can cause the loss of critical or sensitive information, including personal information, and could give rise to legal liability and regulatory action under data protection and privacy laws.

Regulators globally are also imposing new data privacy and security requirements, including new and greater monetary fines for privacy violations. For example, the General Data Protection Regulation (“GDPR”) established regulations regarding the handling of personal data, and non-compliance with the GDPR may result in monetary penalties of up to four percent of worldwide revenue. In addition, new domestic data privacy and security laws, such as the California Consumer Privacy Act and the California Privacy Rights Act and other laws that have been or may be passed, similarly introduce requirements with respect to personal information, and non-compliance with such laws may result in liability through private actions (subject to statutorily defined damages in the event of certain data breaches) and enforcement. Other changes or new laws or regulations associated with the enhanced protection of personal information, including, in some cases, healthcare data or other personal information, could greatly increase our cost of providing our products and services or even prevent us from offering certain services in jurisdictions in which we operate.

## **Strategic and Financial Risks**

### **We are subject to risks associated with engaging in business acquisitions, licensing arrangements, collaborations, options, equity investments, asset divestitures and other strategic transactions.**

We have engaged in, and may in the future engage in, such transactions as part of our business strategy. We may not identify suitable transactions in the future and, if we do, we may not complete such transactions in a timely manner, on a cost-effective basis, or at all, and may not realize the expected benefits. If we are successful in making an acquisition or closing a licensing arrangement or collaboration, the products, intellectual property and technologies that are acquired or licensed may not be successful or may require significantly greater resources and investments than anticipated. As part of our annual impairment testing of our goodwill and other indefinite-lived intangible assets in the fourth quarter, and earlier if impairment indicators exist, as required under U.S. generally accepted accounting principles, we may need to recognize impairment charges related to the products, intellectual property and technologies that are acquired or licensed. For example, as a result of an impairment analysis we conducted following our receipt of data from the Phase 3 TROPiCS-02 study evaluating Trodelvy in patients with hormone receptor-positive, human epidermal growth receptor 2-negative metastatic breast cancer, we recognized a partial impairment charge of \$2.7 billion in In-process research and development impairment on our Condensed Consolidated Statements of Income during the three months ended March 31, 2022. For option structured deals, there is no assurance that we will elect to exercise our option right, and it is possible that disagreements, uncertainties or other circumstances may arise, including with respect to whether our option rights have been appropriately triggered, which may hinder our ability to realize the expected benefits. For equity investments in our strategic transactions, such as in connection with our collaborations with Arcus Biosciences, Inc. and Galapagos NV, the value of our equity investments may fluctuate and decline in value. If we are not successful in the execution or implementation of these transactions, our financial condition, cash flows and results of operations may be adversely affected, and our stock price could decline.

We have paid substantial amounts of cash and incurred additional debt to finance our strategic transactions. Additional indebtedness and a lower cash balance could result in a downgrade of our credit ratings, limit our ability to borrow additional funds or refinance existing debt on favorable terms, increase our vulnerability to adverse economic or industry conditions, and reduce our financial flexibility to continue with our capital investments, stock repurchases and dividend payments. For example, as a result of the cash used and the debt issued in connection with our acquisition of Immunomedics, Inc. in 2020, S&P Global Ratings downgraded our credit rating. We may be adversely impacted by any failure to overcome these additional risks.

### **Changes in our effective income tax rate could reduce our earnings.**

We are subject to income taxes in the United States and various foreign jurisdictions. Due to economic and political conditions, various countries are actively considering and have made changes to existing tax laws, and we cannot predict the form or timing of such changes. Our effective tax rates are affected by changes in the mix of earnings in countries with differing statutory tax rates, changes in the valuation of deferred tax assets and liabilities, the introduction of new taxes, and changes in tax laws, regulations, administrative practices and interpretations, including in the United States, Germany and Ireland.

We are also subject to the examination of our tax returns and other tax matters by the U.S. Internal Revenue Service and tax authorities in various foreign jurisdictions. There are differing interpretations of tax laws and regulations and, as a result, significant disputes may arise with these tax authorities involving issues of the timing and amount of deductions and allocations of income among various tax jurisdictions. We may be adversely affected by the resolution of one or more of these exposures in any reporting period.



## Item 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

### Issuer Purchases of Equity Securities

The table below summarizes our stock repurchase activity for the three months ended March 31, 2022:

	Total Number of Shares Purchased (in thousands)	Average Price Paid per Share (in dollars)	Total Number of Shares Purchased as Part of Publicly Announced Program <sup>(1)</sup> (in thousands)	Maximum Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs <sup>(1)</sup> (in millions)
January 1 - January 31, 2022	1,768	\$ 70.18	1,672	\$ 6,152
February 1 - February 28, 2022	1,825	\$ 62.60	1,783	\$ 6,040
March 1 - March 31, 2022	3,480	\$ 58.90	2,071	\$ 5,917
Total	7,073 <sup>(2)</sup>	\$ 62.68	5,526 <sup>(2)</sup>	

<sup>(1)</sup> In the first quarter of 2016, our Board of Directors authorized a \$12.0 billion share repurchase program ("2016 Program"). Shares purchased during the period were made under the 2016 Program. In January 2020, our Board of Directors authorized a new \$5.0 billion stock repurchase program, which will commence upon the completion of the 2016 Program. Share repurchases under both programs may be made in the open market or in privately negotiated transactions.

<sup>(2)</sup> The difference between the total number of shares purchased and the total number of shares purchased as part of a publicly announced program is due to shares of common stock withheld by us from employee restricted stock awards in order to satisfy applicable tax withholding obligations.

### Item 3. DEFAULTS UPON SENIOR SECURITIES

Not applicable.

### Item 4. MINE SAFETY DISCLOSURES

Not applicable.

### Item 5. OTHER INFORMATION

Not applicable.

### Item 6. EXHIBITS

Reference is made to the Exhibit Index included herein.

## Exhibit Index

Exhibit Footnote	Exhibit Number	Description of Document
(1)	3.1	<u>Restated Certificate of Incorporation of Registrant</u>
(1)	3.2	<u>Amended and Restated Bylaws of Registrant</u>
	4.1	Reference is made to Exhibit 3.1 and Exhibit 3.2
(2)	4.2	<u>Indenture related to Senior Notes, dated as of March 30, 2011, between Registrant and Wells Fargo, National Association, as Trustee</u>
(2)	4.3	<u>First Supplemental Indenture related to Senior Notes, dated as of March 30, 2011, between Registrant and Wells Fargo, National Association, as Trustee (including form of Senior Notes)</u>
(3)	4.4	<u>Second Supplemental Indenture related to Senior Notes, dated as of December 13, 2011, between Registrant and Wells Fargo, National Association, as Trustee (including Form of 2041 Note)</u>
(4)	4.5	<u>Third Supplemental Indenture related to Senior Notes, dated as of March 7, 2014, between Registrant and Wells Fargo, National Association, as Trustee (including Form of 2044 Note and Form of 2044 Note)</u>
(5)	4.6	<u>Fourth Supplemental Indenture related to Senior Notes, dated as of November 17, 2014, between Registrant and Wells Fargo, National Association, as Trustee (including Form of 2025 Note and Form of 2045 Note)</u>
(6)	4.7	<u>Fifth Supplemental Indenture, dated as of September 14, 2015, between Registrant and Wells Fargo Bank, National Association, as Trustee (including Form of 2026 Note, Form of 2035 Note and Form of 2046 Note)</u>
(7)	4.8	<u>Sixth Supplemental Indenture, dated as of September 20, 2016, between Registrant and Wells Fargo Bank, National Association, as Trustee (including Form of 2023 Note, Form of 2027 Note, Form of 2036 Note and Form of 2047 Note)</u>
(8)	4.9	<u>Eighth Supplemental Indenture, dated as of September 30, 2020, between the Company and Wells Fargo Bank, National Association, as Trustee (including form of notes)</u>
(9)	4.10	<u>Description of Registrant's Securities</u>
(10)	10.1*	<u>Gilead Sciences, Inc. 2004 Equity Incentive Plan, amended and restated May 10, 2017</u>
(11)	10.2*	<u>Amendment No. 1 to Gilead Sciences, Inc. 2004 Equity Incentive Plan, amended and restated May 10, 2017</u>
(12)	10.3*	<u>Form of employee stock option agreement under 2004 Equity Incentive Plan (for grants made in 2011 through 2018)</u>
(13)	10.4*	<u>Form of employee stock option agreement under 2004 Equity Incentive Plan (for grants made in 2019)</u>
(14)	10.5*	<u>Form of global employee stock option agreement under 2004 Equity Incentive Plan (4 year vest) (for grants made in 2019)</u>
(15)	10.6*	<u>Form of global employee stock option agreement under 2004 Equity Incentive Plan (4 year vest) (for grants made in 2020)</u>
(16)	10.7*	<u>Form of global employee stock option agreement under 2004 Equity Incentive Plan (4 year vest) (for grants made in 2021)</u>
	10.8**,**	<u>Form of global employee stock option agreement under 2004 Equity Incentive Plan (4 year vest) (for grants commencing in 2022)</u>
(17)	10.9*	<u>Form of non-employee director stock option agreement under 2004 Equity Incentive Plan (for grants made in 2009 through 2012)</u>
(18)	10.10*	<u>Form of non-employee director stock option agreement (U.S.) under 2004 Equity Incentive Plan (for grants made in 2013)</u>
(18)	10.11*	<u>Form of non-employee director stock option agreement (non-U.S.) under 2004 Equity Incentive Plan (for grants made in 2013)</u>
(19)	10.12*	<u>Form of non-employee director stock option agreement under 2004 Equity Incentive Plan (for grants made in 2014 through 2018)</u>
(13)	10.13*	<u>Form of non-employee director stock option agreement under 2004 Equity Incentive Plan (for grants made in 2019)</u>
(20)	10.14*	<u>Form of non-employee director stock option agreement under 2004 Equity Incentive Plan (for grants commencing in 2020)</u>
(13)	10.15*	<u>Form of performance share award agreement - TSR Goals (U.S.) under 2004 Equity Incentive Plan (for grants made in 2019)</u>
(15)	10.16*	<u>Form of performance share award agreement - TSR Goals (U.S.) under 2004 Equity Incentive Plan (for grants made in 2020)</u>
(16)	10.17*	<u>Form of performance share award agreement - TSR Goals (U.S.) under 2004 Equity Incentive Plan (for grants made in 2021)</u>
	10.18**,**	<u>Form of performance share award agreement - TSR Goals (U.S.) under 2004 Equity Incentive Plan (for grants commencing in 2022)</u>
(13)	10.19*	<u>Form of performance share award agreement - Revenue Goals (U.S.) under 2004 Equity Incentive Plan (for grants made in 2019)</u>
(15)	10.20*	<u>Form of performance share award agreement - Revenue Goals (U.S.) under 2004 Equity Incentive Plan (for grants made in 2020)</u>
(18)	10.21*	<u>Form of performance share award agreement - Revenue Goals (U.S.) under 2004 Equity Incentive Plan (for grants made in 2021)</u>
	10.22**,**	<u>Form of performance share award agreement - Revenue Goals (U.S.) under 2004 Equity Incentive Plan (for grants commencing in 2022)</u>
(12)	10.23*	<u>Form of employee restricted stock unit issuance agreement under 2004 Equity Incentive Plan (for grants made in 2011 through 2018)</u>
(13)	10.24*	<u>Form of employee restricted stock unit issuance agreement under 2004 Equity Incentive Plan (for grants made in 2019)</u>

(14)	10.25*	<a href="#"><u>Form of global employee restricted stock unit issuance agreement under 2004 Equity Incentive Plan (4 year vest)(for grants made in 2019)</u></a>
(15)	10.26*	<a href="#"><u>Form of global employee restricted stock unit issuance agreement under 2004 Equity Incentive Plan (4 year vest)(for grants made in 2020)</u></a>
(16)	10.27*	<a href="#"><u>Form of global employee restricted stock unit issuance agreement under 2004 Equity Incentive Plan (4 year vest)(for grants made in 2021)</u></a>
	10.28**,**	<a href="#"><u>Form of global employee restricted stock unit issuance agreement under 2004 Equity Incentive Plan (4 year vest)(for grants commencing in 2022)</u></a>
(20)	10.29*	<a href="#"><u>Form of non-employee director restricted stock unit issuance agreement under 2004 Equity Incentive Plan (for grants commencing in 2020)</u></a>
(20)	10.30*	<a href="#"><u>Gilead Sciences, Inc. 2018 Equity Incentive Plan, amended and restated April 7, 2020</u></a>
(21)	10.31*	<a href="#"><u>Gilead Sciences, Inc. Employee Stock Purchase Plan, amended and restated January 22, 2015</u></a>
(13)	10.32*	<a href="#"><u>Gilead Sciences, Inc. 2005 Deferred Compensation Plan, amended and restated April 19, 2016</u></a>
(20)	10.33*	<a href="#"><u>Gilead Sciences, Inc. Severance Plan, amended and restated May 5, 2020</u></a>
(15)	10.34*	<a href="#"><u>Gilead Sciences, Inc. Corporate Annual Incentive Plan, amended and restated January 1, 2020</u></a>
(23)	10.35*	<a href="#"><u>Offer Letter between Registrant and Daniel O'Day, dated November 30, 2018</u></a>
(13)	10.36*	<a href="#"><u>Stock option agreement for Daniel O'Day under 2004 Equity Incentive Plan</u></a>
(13)	10.37*	<a href="#"><u>Performance share award agreement for Daniel O'Day (for TSR Goals in 2019) under 2004 Equity Incentive Plan</u></a>
(13)	10.38*	<a href="#"><u>Performance share award agreement for Daniel O'Day (for Revenue Goals in 2019) under 2004 Equity Incentive Plan</u></a>
(13)	10.39*	<a href="#"><u>Form of restricted stock unit issuance agreement for Daniel O'Day (in 2019) under 2004 Equity Incentive Plan</u></a>
(13)	10.40*	<a href="#"><u>Offer Letter between Registrant and Johanna Mercier, dated May 21, 2019</u></a>
(20)	10.41*	<a href="#"><u>Letter Agreement between Registrant and Johanna Mercier, dated May 4, 2020</u></a>
(15)	10.42*	<a href="#"><u>Global stock option agreement for Johanna Mercier (in 2019) under 2004 Equity Incentive Plan</u></a>
(15)	10.43*	<a href="#"><u>Restricted stock unit issuance agreement for Johanna Mercier (for Performance Objectives in 2019-2020) under 2004 Equity Incentive Plan</u></a>
(15)	10.44*	<a href="#"><u>Global restricted stock unit issuance agreement for Johanna Mercier (in 2019) under 2004 Equity Incentive Plan</u></a>
(15)	10.45*	<a href="#"><u>Offer Letter between Registrant and Merdad Parsey, dated September 29, 2019</u></a>
(15)	10.46*	<a href="#"><u>Global stock option agreement for Merdad Parsey (in 2019) under 2004 Equity Incentive Plan</u></a>
(15)	10.47*	<a href="#"><u>Global restricted stock unit issuance agreement for Merdad Parsey (in 2019) under 2004 Equity Incentive Plan</u></a>
(24)	10.48*	Form of Indemnity Agreement entered into between Registrant and its directors and executive officers
(24)	10.49*	Form of Employee Proprietary Information and Invention Agreement entered into between Registrant and certain of its officers and key employees
(25)	10.50*	<a href="#"><u>Form of Employee Proprietary Information and Invention Agreement entered into between Registrant and certain of its officers and key employees (revised September 2006)</u></a>
+(26)	10.51	Amendment Agreement, dated October 25, 1993, between Registrant, the Institute of Organic Chemistry and Biochemistry (IOCB) and Rega Stichting v.z.w. (REGA), together with the following exhibits: the License Agreement, dated December 15, 1991, between Registrant, IOCB and REGA (the 1991 License Agreement); the License Agreement, dated October 15, 1992, between Registrant, IOCB and REGA (the October 1992 License Agreement); and the License Agreement, dated December 1, 1992, between Registrant, IOCB and REGA (the December 1992 License Agreement)
+(27)	10.52	<a href="#"><u>Amendment Agreement between Registrant and IOCB/REGA, dated December 27, 2000, amending the 1991 License Agreement and the December 1992 License Agreement</u></a>
+(28)	10.53	<a href="#"><u>Sixth Amendment Agreement to the License Agreement, between IOCB/REGA and Registrant, dated August 18, 2006, amending the October 1992 License Agreement and the December 1992 License Agreement</u></a>
+(29)	10.54	<a href="#"><u>Seventh Amendment Agreement to the License Agreement, between IOCB/REGA and Registrant, dated July 1, 2013, amending the October 1992 License Agreement and the December 1992 License Agreement</u></a>
+(30)	10.55	<a href="#"><u>Exclusive License Agreement by and between Registrant (as successor to Triangle Pharmaceuticals, Inc.), Glaxo Group Limited, The Wellcome Foundation Limited, Glaxo Wellcome Inc. and Emory University, dated May 6, 1999</u></a>
+(31)	10.56	<a href="#"><u>Royalty Sale Agreement by and among Registrant, Emory University and Investors Trust &amp; Custodial Services (Ireland) Limited, solely in its capacity as Trustee of Royalty Pharma, dated July 18, 2005</u></a>
+(31)	10.57	<a href="#"><u>Amended and Restated License Agreement by and between Registrant, Emory University and Investors Trust &amp; Custodial Services (Ireland) Limited, solely in its capacity as Trustee of Royalty Pharma, dated July 21, 2005</u></a>
++(32)	10.58	<a href="#"><u>Amended and Restated EVG License Agreement by and between Japan Tobacco Inc. and Registrant, dated November 29, 2018</u></a>
++(32)	10.59	<a href="#"><u>Master Agreement by and between Registrant, Gilead Sciences K.K. and Japan Tobacco Inc., dated November 29, 2018</u></a>
+(33)	10.60	<a href="#"><u>Amended and Restated Collaboration Agreement by and among Registrant, Gilead Sciences Ireland UC (formerly Gilead Sciences Limited) and Janssen R&amp;D Ireland, dated December 23, 2014</u></a>

+(34)	10.61	<u>License Agreement by and among Kite Pharma, Inc., Cabaret Biotech Ltd. and Dr. Zelig Eshhar, dated December 12, 2013</u>
++(14)	10.62	<u>Option, License and Collaboration Agreement by and between Galapagos NV and Registrant, dated July 14, 2019</u>
	31.1**	<u>Certification of Chief Executive Officer, as required by Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended</u>
	31.2**	<u>Certification of Chief Financial Officer, as required by Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended</u>
	32***	<u>Certifications of Chief Executive Officer and Chief Financial Officer, as required by Rule 13a-14(b) or Rule 15d-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. §1350)</u>
	101.INS**	XBRL Instance Document - The instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
	101.SCH**	Inline XBRL Taxonomy Extension Schema Document
	101.CAL**	Inline XBRL Taxonomy Extension Calculation Linkbase Document
	101.DEF**	Inline XBRL Taxonomy Extension Definition Linkbase Document
	101.LAB**	Inline XBRL Taxonomy Extension Label Linkbase Document
	101.PRE**	Inline XBRL Taxonomy Extension Presentation Linkbase Document
	104	Cover Page Interactive Data File, formatted in Inline XBRL (included as Exhibit 101)

- (1) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on May 9, 2019, and incorporated herein by reference.
- (2) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on April 1, 2011, and incorporated herein by reference.
- (3) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on December 13, 2011, and incorporated herein by reference.
- (4) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on March 7, 2014, and incorporated herein by reference.
- (5) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on November 17, 2014, and incorporated herein by reference.
- (6) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on September 14, 2015, and incorporated herein by reference.
- (7) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on September 20, 2016, and incorporated herein by reference.
- (8) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on September 30, 2020, and incorporated herein by reference.
- (9) Filed as an exhibit to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2019, and incorporated herein by reference.
- (10) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on May 12, 2017, and incorporated herein by reference.
- (11) Filed as an exhibit to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2020, and incorporated herein by reference.
- (12) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2011, and incorporated herein by reference.
- (13) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2019, and incorporated herein by reference.
- (14) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2019, and incorporated herein by reference.
- (15) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2020, and incorporated herein by reference.
- (16) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2021, and incorporated herein by reference.
- (17) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2009, and incorporated herein by reference.
- (18) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2013, and incorporated herein by reference.
- (19) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2014, and incorporated herein by reference.
- (20) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2020, and incorporated herein by reference.
- (21) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on May 8, 2015, and incorporated herein by reference.
- (22) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2018, and incorporated herein by reference.
- (23) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on December 10, 2018, and incorporated herein by reference.
- (24) Filed as an exhibit to Registrant's Registration Statement on Form S-1 (No. 33-55680), as amended, and incorporated herein by reference.
- (25) Filed as an exhibit to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2006, and incorporated herein by reference.
- (26) Filed as an exhibit to Registrant's Annual Report on Form 10-K for the fiscal year ended March 31, 1994, and incorporated herein by reference.
- (27) Filed as an exhibit to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2000, and incorporated herein by reference.
- (28) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2006, and incorporated herein by reference.
- (29) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2013, and incorporated herein by reference.
- (30) Filed as an exhibit to Triangle Pharmaceuticals, Inc.'s Quarterly Report on Form 10-Q/A filed on November 3, 1999, and incorporated herein by reference.
- (31) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2005, and incorporated herein by reference.
- (32) Filed as an exhibit to Registrant's Amendment No. 1 to Annual Report on Form 10-K/A filed on April 18, 2019, and incorporated herein by reference.
- (33) Filed as an exhibit to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2014, and incorporated herein by reference.
- (34) Filed as an exhibit to Kite Pharma, Inc.'s Registration Statement on Form S-1/A (No. 333-196081) filed on June 17, 2014, and incorporated herein by reference.

\* Management contract or compensatory plan or arrangement.

\*\* Filed herewith.

\*\*\* Furnished herewith.

+ Certain confidential portions of this Exhibit were omitted by means of marking such portions with an asterisk (the Mark). This Exhibit has been filed separately with the Secretary of the Securities and Exchange Commission without the Mark pursuant to Registrant's Application Requesting Confidential Treatment under Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

++ Certain confidential portions of this Exhibit were omitted by means of marking such portions with the Mark because the identified confidential portions are (i) not material and (ii) would be competitively harmful if publicly disclosed.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

GILEAD SCIENCES, INC.  
(Registrant)

Date: May 4, 2022

*/s/ DANIEL P. O'DAY*

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**Daniel P. O'Day**  
**Chairman and Chief Executive Officer**  
**(Principal Executive Officer)**

Date: May 4, 2022

*/s/ ANDREW D. DICKINSON*

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**Andrew D. Dickinson**  
**Chief Financial Officer**  
**(Principal Financial Officer)**

**GILEAD SCIENCES, INC.**  
**2004 EQUITY INCENTIVE PLAN**  
**GLOBAL STOCK OPTION AGREEMENT**

**RECITALS**

A. This Agreement is executed pursuant to, and is intended to carry out the purposes of, the Plan in connection with the Company's grant of an option to Optionee.

B. All capitalized terms used but not otherwise defined in this Agreement shall have the meaning assigned to them in the attached Appendix.

**NOW, THEREFORE**, the Company hereby grants an option to Optionee upon the following terms and conditions:

1. **Grant of Option.** The Company hereby grants to Optionee an option to purchase shares of Common Stock under the Plan. The Grant Date, the Option Shares, the Exercise Price, the Vesting Schedule and the Expiration Date are indicated on this Agreement. The option is a non-statutory option under the U.S. federal income tax laws. The remaining terms and conditions governing this option shall be as set forth in this Agreement.

**OPTION GRANT SPECIFICS**

**Name of Optionee:**

**Grant Date:**

**Number of Option Shares:**

**Vesting Schedule:**

The options have a four-year vesting schedule. 25% vest on the first anniversary date of the Grant Date. The balance will vest 6.25% quarterly thereafter until fully vested. However, one or more Shares may be subject to accelerated vesting in accordance with the provisions of Paragraph 3 or 5 of this Agreement.

**Expiration Date:**

Persons to whom the option is

2. **Option Term.** The term of this option shall commence on the Grant Date and continue to be in effect until the close of business on the last business day prior to the Expiration Date, unless sooner terminated in accordance with Paragraph 5 or 6 below.

3. **Transferability.** This option shall be neither transferable nor assignable by Optionee other than to Participant's designated beneficiary or, if none, to Participant's estate following Optionee's death and may be exercised, during Optionee's lifetime, only by Optionee.

4. **Dates of Exercise.** This option shall vest and become exercisable for the Option Shares in a series of installments in accordance with the Vesting Schedule set forth under Option Grant Specifics. As the option vests and becomes exercisable for such installments, those installments shall accumulate, and the option shall remain exercisable for the accumulated installments until the last business day prior to the Expiration Date or any sooner termination of the option term under Paragraph 5 or 6 below.

5. **Cessation of Service.** The option term specified in Paragraph 2 above shall terminate (and this option shall cease to be outstanding) prior to the Expiration Date should any of the following provisions become applicable:

(a) Except as otherwise expressly provided in subparagraphs (b) through (f) of this Paragraph 5, should Optionee cease to remain in Continuous Service for any reason while this option is outstanding, then Optionee shall have until the close of business on the last business day prior to the expiration of the **earlier** of (i) the expiration of the three (3)-month period measured from the date of such cessation of Continuous Service, or (ii) the Expiration Date, during which to exercise this option for any or all of the Option Shares for which this option is vested and exercisable at the time of Optionee's cessation of Continuous Service. Upon the expiration of such limited exercise period, this option shall terminate and cease to be outstanding for any exercisable Option Shares for which the option has not otherwise been exercised.

(b) In the event Optionee ceases Continuous Service by reason of his or her death while this option is outstanding, then (i) this option shall become fully vested and exercisable upon such cessation of Continuous Service and (ii) this option may be exercised by (A) the person or persons to whom the option is transferred pursuant to Optionee's valid beneficiary designation, or, if none, (B) the personal representative of Optionee's estate. Any such right to exercise this option shall lapse, and this option shall cease to be outstanding, upon the close of business on the last business day prior to the **earlier** of (x) the expiration of the twelve (12)-month period measured from the date of Optionee's death or (y) the Expiration Date. Upon the expiration of such limited exercise period, this option shall terminate and cease to be outstanding for any exercisable Option Shares for which the option has not otherwise been exercised.

(c) Should Optionee cease Continuous Service by reason of Permanent Disability while this option is outstanding, then (i) this option shall become fully vested and exercisable and (ii) Optionee shall have until the close of business on the last business day prior to the earlier of (A) expiration of the twelve (12)-month period measured from the date of such cessation of Continuous Service, or (B) the Expiration Date, during which to exercise this option for any or all of the Option Shares for which this option is vested and exercisable at the time of such cessation of Continuous Service. Upon the expiration of such limited exercise period, this option shall terminate and cease to be outstanding for any exercisable Option Shares for which the option has not otherwise been exercised.

(d) Should Optionee (i) cease Continuous Service at least twelve (12) months following the Grant Date and (ii) (x) after attaining age 55 and completing at least ten

(10) years of Continuous Service or (y) after attaining age 65, then Optionee shall (1) continue to vest in any unvested options granted hereunder in accordance with the Vesting Schedule set forth under Option Grant Specifics as if such Optionee had remained in Continuous Service; and (2) have until the close of business on the last business day prior to the **earlier** of: (A) expiration of the five (5) year period measured from the date of such cessation of Continuous Service, or (B) the Expiration Date, during which to exercise this option for any or all of the Option Shares for which this option is vested and exercisable at the time of such cessation of Continuous Service or becomes vested and exercisable following such cessation of Continuous Service in accordance with this subparagraph (d). Notwithstanding the foregoing, if the Company receives an opinion of counsel that there has been a legal judgment and/or legal development in Optionee's jurisdiction that would likely result in the favorable treatment applicable to the option pursuant to this subparagraph (d) being deemed unlawful and/or discriminatory, then the Company will not apply this favorable treatment at the time of Optionee's cessation of Continuous Service, and the option will be treated as set forth in the other subparagraphs of this Paragraph 5, as applicable.

(e) The applicable period of post-service exercisability in effect pursuant to the foregoing provisions of this Paragraph 5 shall automatically be extended by an additional period of time equal in duration to any interval within such post-service exercise period during which the exercise of this option or the immediate sale of the Option Shares acquired under this option cannot be effected in compliance with applicable federal, state and foreign securities laws, but in no event shall such an extension result in the continuation of this option beyond the close of business on the last business day prior to the Expiration Date.

(f) Notwithstanding any other provision hereof, should Optionee's Continuous Service be terminated for Cause (or for a reason that is comparable to termination for Cause under employment laws in the jurisdiction where Optionee is employed or the terms of Optionee's employment agreement, if any), or should Optionee engage in any other conduct, while in Continuous Service or following cessation of Continuous Service, that is materially detrimental to the business or affairs of the Company (or any Related Entity), as determined in the sole discretion of the Administrator, then this option, whether or not vested and exercisable at the time, shall terminate immediately and cease to be outstanding.

(g) During the limited period of post-service exercisability provided under this Paragraph 5, this option may not be exercised in the aggregate for more than the number of Option Shares for which this option is at the time vested and exercisable (including after giving effect to any accelerated vesting hereunder). Except as set forth in this Section 5 or to the extent (if any) specifically authorized by the Administrator pursuant to an express written agreement with Optionee, this option shall not vest or become exercisable for any additional Option Shares, whether pursuant to the normal Vesting Schedule set forth under Option Grant Specifics or the special vesting acceleration provisions of Paragraph 6 below, following Optionee's cessation of Continuous Service. Upon the expiration of such limited exercise period or (if earlier) upon the close of business on the last business day prior to the Expiration Date, this option shall terminate and cease to be outstanding for any exercisable Option Shares for which the option has not otherwise been exercised.



6. **Special Acceleration of Option.**

(a) This option, to the extent outstanding at the time of an actual Change in Control but not otherwise fully exercisable, shall automatically accelerate so that this option shall, immediately prior to the effective date of such Change in Control, become exercisable for all of the Option Shares at the time subject to this option and may be exercised for any or all of those Option Shares as fully vested shares of Common Stock. However, this option shall not become exercisable on such an accelerated basis if and to the extent: (i) this option is to be assumed by the successor corporation (or parent thereof) or is otherwise to continue in full force and effect pursuant to the terms of the Change in Control transaction, (ii) this option is to be replaced with an economically-equivalent substitute equity award or (iii) this option is to be replaced with a cash retention program of the successor corporation which preserves the spread existing at the time of the Change in Control on any Option Shares for which this option is not otherwise at that time vested and exercisable (the excess of the Fair Market Value of those Option Shares over the aggregate Exercise Price payable for such shares) and provides for the subsequent vesting and concurrent payout of that spread in accordance with the same Vesting Schedule for those Option Shares as set forth under Option Grant Specifics. Notwithstanding the foregoing, no such cash retention program shall be established for this option (or any other option granted to Optionee under the Plan) to the extent such program would otherwise be deemed to constitute a deferred compensation arrangement subject to the requirements of Code Section 409A and the Treasury Regulations thereunder.

(b) Immediately following the consummation of the Change in Control, this option shall terminate and cease to be outstanding, except to the extent assumed by the successor corporation (or parent thereof) or otherwise continued in effect pursuant to the terms of the Change in Control transaction.

(c) If this option is assumed in connection with a Change in Control or otherwise continued in effect, then this option shall be appropriately adjusted, immediately after such Change in Control, to apply to the number and class of securities into which the shares of Common Stock subject to this option would have been converted in consummation of such Change in Control had those shares actually been outstanding at the time. Appropriate adjustments shall also be made to the Exercise Price, provided the aggregate Exercise Price shall remain the same. To the extent the actual holders of the Company's outstanding Common Stock receive cash consideration for their Common Stock in consummation of the Change in Control, the successor corporation may, in connection with the assumption or continuation of this option but subject to the Administrator's approval, substitute one or more shares of its own common stock with a fair market value equivalent to the cash consideration paid per share of Common Stock in such Change in Control, provided such common stock is readily tradable on an established U.S. securities exchange or market.

(d) If this option is assumed or otherwise continued in effect in connection with a Change in Control or replaced with an economically-equivalent equity award or a cash retention program in accordance with Paragraph 6(a) above, then:

(i) the option (or such economically equivalent award) shall vest and become immediately exercisable for all of the Option Shares or other securities at the time subject to the option (or such award) and may, within the applicable exercise period under Paragraph 5, be exercised for any or all of those Option Shares or other securities as fully vested shares or securities, or

(ii) the balance credited to Optionee under any cash retention program established in accordance with Paragraph 6(a) shall immediately be paid to Optionee in a lump sum, subject to the Company's collection of all applicable Withholding Taxes;

if, within the period beginning with the execution date of the definitive agreement for the Change in Control transaction and ending with the earlier of (i) the termination of that definitive agreement without the consummation of such Change in Control or (ii) the expiration of the Applicable Acceleration Period following the consummation of such Change in Control, Optionee's Continuous Service terminates due to an involuntary termination without Cause (or without a reason that is comparable to termination for Cause under employment laws in the jurisdiction where Optionee is employed or the terms of Optionee's employment agreement, if any) or a voluntary termination by Optionee due to Constructive Termination.

(e) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

7. **Adjustment in Option Shares.** Should any change be made to the Common Stock by reason of any stock split, stock dividend, recapitalization, combination of shares, exchange of shares, spin-off transaction, or other change affecting the outstanding Common Stock as a class without the Company's receipt of consideration, or should the value of outstanding shares of Common Stock be substantially reduced as a result of a spin-off transaction or an extraordinary dividend or distribution, or should there occur any merger, consolidation or other reorganization, then equitable and proportional adjustments shall be made by the Administrator to (i) the total number and/or class of securities subject to this option and (ii) the Exercise Price. The adjustments shall be made in such manner as the Administrator deems appropriate in order to reflect such change and thereby prevent the dilution or enlargement of benefits hereunder, and those adjustments shall be final, binding and conclusive upon Optionee and any other person or persons having an interest in the option. In the event of any Change in Control transaction, the adjustment provisions of Paragraph 6(c) above shall be controlling.

8. **Stockholder Rights.** The holder of this option shall not have any stockholder rights including voting, dividend or liquidation rights, with respect to the Option Shares until such person shall have exercised the option, paid the Exercise Price and become a holder of record of the purchased shares.

9. **Manner of Exercising Option.**

(a) In order to exercise this option with respect to all or any part of the Option Shares for which this option is at the time exercisable, Optionee (or any other person or persons exercising the option) must take the following actions:

(i) Execute and deliver to the Company a Notice of Exercise as to the Option Shares for which the option is exercised or comply with such other procedures as the Company may establish for notifying the Company, either directly or through an on-line internet transaction with a brokerage firm authorized by the Company to effect such option exercises, of the exercise of this option for one or more Option Shares.

(ii) Pay the aggregate Exercise Price for the purchased shares in one or more of the following forms:

(A) cash or check made payable to the Company; or

(B) through a special sale and remittance procedure pursuant to which Optionee (or any other person or persons exercising the option) shall concurrently provide irrevocable instructions (i) to a brokerage firm (reasonably satisfactory to the Company for purposes of administering such procedure in accordance with the Company's pre-clearance/pre-notification policies) to effect the immediate sale of all or a sufficient portion of the purchased shares so that such brokerage firm can remit to the Company, on the settlement date, sufficient funds out of the resulting sale proceeds to cover the aggregate Exercise Price payable for all the purchased shares plus all applicable Withholding Taxes and (ii) to the Company to deliver the purchased shares directly to such brokerage firm on such settlement date.

Except to the extent the sale and remittance procedure is utilized in connection with the option exercise, payment of the Exercise Price must accompany the Notice of Exercise (or other notification procedure) delivered to the Company in connection with the option exercise.

(iii) Furnish to the Company appropriate documentation that the person or persons exercising the option (if other than Optionee) have the right to exercise this option.

(iv) Make appropriate arrangements with the Company (or the Employer) for the satisfaction of all applicable Withholding Taxes.

(b) As soon as practical after the Exercise Date, the Company shall issue to or on behalf of Optionee (or any other person or persons exercising this option) the purchased Option Shares, subject to appropriate restrictions, if any.

(c) In no event may this option be exercised for any fractional shares.

10. **Responsibility for Taxes.**

(a) Optionee acknowledges that, regardless of any action the Company and/or the Employer take with respect to any or all Withholding Taxes, the ultimate liability for all Withholding Taxes is and remains Optionee's responsibility and may exceed the amount actually withheld by the Company or the Employer. Optionee further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Withholding Taxes in connection with any aspect of the option, including the grant, vesting or exercise of the options, the subsequent sale of any shares of Common Stock acquired at exercise and the receipt of any dividends; and (ii) do not commit to, and are under no obligation to, structure the terms of the grant or any aspect of the option to reduce or eliminate Optionee's liability for Withholding Taxes or achieve any particular tax result. Further, if Optionee is subject to Withholding Taxes in more than one jurisdiction, Optionee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Withholding Taxes in more than one jurisdiction.

(b) Prior to the relevant taxable event, Optionee agrees to make arrangements satisfactory to the Company and/or the Employer to satisfy all Withholding Taxes. In this regard, Optionee authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy the obligations with regard to all Withholding Taxes by one or a combination of the following:

(i) withholding from any wages or other cash compensation paid to Optionee by the Company and/or the Employer; or

(ii) withholding from the proceeds of the sale of shares of Common Stock acquired upon exercise of the option.

Depending on the withholding method, the Company may withhold or account for Withholding Taxes by considering applicable minimum statutory withholding amounts or other applicable withholding rates, including maximum applicable rates, in which case Optionee will receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Stock equivalent. Optionee shall pay to the Company and/or the Employer any amount of Withholding Taxes that the Company and/or the Employer may be required to withhold as a result of Optionee's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to deliver any purchased Option Shares or the proceeds of the sale of shares if Optionee fails to comply with Optionee's obligations in connection with the Withholding Taxes.

11. **Compliance with Laws and Regulations.**

(a) The exercise of this option and the issuance of the Option Shares upon such exercise shall be subject to compliance by the Company and Optionee with all Applicable Laws relating thereto, as determined by counsel for the Company.

(b) The inability of the Company to obtain approval from any regulatory body having authority deemed by the Company to be necessary to the lawful issuance and sale of any Common Stock pursuant to this option shall relieve the Company of any liability with respect to the non-issuance or sale of the Common Stock as to which such approval shall not have been obtained. The Company, however, shall use its reasonable best efforts to obtain all such approvals.

12. **Insider Trading Restrictions/Market Abuse Laws.** Optionee may be subject to insider trading restrictions and/or market abuse laws based on the exchange on which the shares of Common Stock are listed and in applicable jurisdictions including the United States and Optionee's country or his or her broker's country, if different, which may affect Optionee's ability to accept, acquire, sell or otherwise dispose of shares of Common Stock, rights to shares of Common Stock (e.g., options) or rights linked to the value of shares of Common Stock during such times as Optionee is considered to have "inside information" regarding the Company (as defined by the laws in applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Optionee placed before he or she possessed inside information. Furthermore, Optionee could be prohibited from (i) disclosing the inside information to any third party, which may include fellow employees and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. Optionee acknowledges that it is Optionee's responsibility to comply with any applicable restrictions and Optionee should speak with his or her personal legal advisor on this matter.

13. **Successors and Assigns.** Except to the extent otherwise provided in Paragraphs 3 and 6 above, the provisions of this Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns and Optionee, Optionee's assigns, the legal representatives, heirs and legatees of Optionee's estate.

14. **Notices.** Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Company at its principal corporate offices. Any notice required to be given or delivered to Optionee shall be in writing and addressed to Optionee at the most current address then indicated for Optionee on the Company's employee records or shall be delivered electronically to Optionee through the Company's electronic mail system or through an on-line brokerage firm authorized by the Company to effect option exercises through the internet. All notices shall be deemed effective upon personal delivery or delivery through the Company's electronic mail system or upon deposit in the U.S. or local country mail, postage prepaid and properly addressed to the party to be notified.

15. **Construction.** This Agreement and the option evidenced hereby are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan. In the event of any conflict between the provisions of this Agreement and the terms of the Plan, the terms of the Plan shall be controlling. All decisions of the Administrator with respect

to any question or issue arising under the Plan or this Agreement shall be conclusive and binding on all persons having an interest in this option.

16. **Governing Law and Venue.**

(a) The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Delaware without resort to Delaware's conflict-of- laws rules.

(b) For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this option and this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of California and agree that such litigation shall be conducted only in the courts of San Mateo County, California, or the federal courts for the Northern District of California, and no other courts where the grant of this option is made and/or to be performed.

17. **Severability.** The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

18. **Waiver.** Optionee acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by Optionee or other Optionees.

19. **Excess Shares.** If the Option Shares covered by this Agreement exceed, as of the Grant Date, the number of shares of Common Stock which may without stockholder approval be issued under the Plan, then this option shall be void with respect to those excess shares, unless stockholder approval of an amendment sufficiently increasing the number of shares of Common Stock issuable under the Plan is obtained in accordance with the provisions of the Plan. In no event shall the option be exercisable with respect to any of the excess Option Shares unless and until such stockholder approval is obtained.

20. **Leaves of Absence.** The following provisions shall govern leaves of absence, except to the extent the application of such provisions to Optionee would contravene employment laws in the jurisdiction where Optionee is employed or the terms of Optionee's employment agreement, if any.

(a) For purposes of this Agreement, Optionee's Continuous Service shall not be deemed to cease during any period for which Optionee is on a military leave, sick leave or other personal leave approved by the Company. However, Optionee shall not receive any Continuous Service credit, for purposes of vesting in this option and the Option Shares pursuant to the Vesting Schedule set forth under Option Grant Specifics, for any period of such leave of absence, except to the extent otherwise required by employment laws in the jurisdiction where Optionee is employed or the terms of Optionee's employment agreement, if any or pursuant to the following policy:

– Optionee shall receive Continuous Service credit for such vesting purposes for (i) the first three (3) months of an approved personal leave of absence or (ii) the first seven (7) months of any bona fide leave of absence (other than an approved personal leave), but in no event beyond the expiration date of such leave of absence.

(b) In no event shall Optionee be deemed to remain in Continuous Service at any time after the earlier of (i) the expiration date of his or her leave of absence, unless Optionee returns to active Continuous Service on or before that date, or (ii) the date Optionee's Continuous Service actually terminates by reason of his or her voluntary or involuntary termination or by reason of his or her death or Permanent Disability.

21. **Acknowledgment of Nature of Plan and Option.** In accepting the option, Optionee acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature, and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the option is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of options, or benefits in lieu of options, even if options have been granted in the past;

(c) all decisions with respect to future options, if any, will be at the sole discretion of the Company;

(d) the option grant and Optionee's participation in the Plan shall not create a right to employment or be interpreted as forming or amending an employment or service contract with the Company, the Employer or any Related Entity and shall not interfere with the ability of the Company, the Employer or any Related Entity, as applicable, to terminate Optionee's employment or service relationship (if any);

(e) Optionee's participation in the Plan is voluntary;

(f) the option and the Option Shares, and the income and value of same, are not intended to replace any pension rights or compensation;

(g) the option and the Option Shares, and the income and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, holiday pay, bonuses, long-service awards, leave-related payments, pension or retirement or welfare benefits or similar payments;

(h) the future value of the Option Shares is unknown, indeterminable and cannot be predicted with any certainty;

(i) if the Option Shares do not increase in value, the option will have no value;

(j) if Optionee exercises his or her option and obtains the Option Shares, the value of those Option Shares acquired upon exercise may increase or decrease in value, even below the Exercise Price;

(k) no claim or entitlement to compensation or damages shall arise from forfeiture of the option resulting from termination of Optionee's Continuous Service by the Employer or the Company (or any Related Entity) (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Optionee is employed or the terms of Optionee's employment agreement, if any), and in consideration of the Award, Optionee irrevocably agrees not to institute any claim against the Company, the Employer or any Related Entity, waives his or her ability, if any, to bring any such claim and releases the Company, the Employer and any Related Entity from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Optionee shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim;

(l) unless otherwise agreed with the Company in writing, the option and the Option Shares, and the income and value of same, are not granted as consideration for, or in connection with, any service Optionee may provide as a director of the Company or a Related Entity;

(m) unless otherwise provided in the Plan or by the Company in its discretion, the option and the benefits evidenced by this Agreement do not create any entitlement to have the option or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Option Shares; and

(n) the following provisions apply only if Optionee is providing services outside the United States:

(i) the option and the Option Shares, and the income and value of same, are not part of normal or expected compensation or salary for any purpose;

(ii) Optionee acknowledges and agrees that neither the Company, the Employer nor any Related Entity shall be liable for any foreign exchange rate fluctuation between Optionee's local currency and the United States Dollar that may affect the value of the option or of any amounts due to Optionee pursuant to the exercise of the option or the subsequent sale of any Option Shares acquired upon exercise.

22. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Optionee's participation in the Plan or Optionee's acquisition or sale of the Option Shares. Optionee should consult with his or her personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.



23. Data Privacy.

(a) Data Privacy Consent. By electing to participate in the Plan via the Company's online acceptance procedure, Optionee is declaring that he or she agrees with the data processing practices described herein and consents to the collection, processing and use of Personal Data (as defined below) by the Company and the transfer of Personal Data to the recipients mentioned herein, including recipients located in countries which do not adduce an adequate level of protection from a European (or other) data protection law perspective, for the purposes described herein.

(b) Declaration of Consent. Optionee understands that he or she needs to review the following information about the processing of his or her personal data by or on behalf of the Company, the Employer and/or any Related Entity as described in the Agreement and any other Plan materials (the "Personal Data") and declare his or her consent. As regards the processing of Optionee's Personal Data in connection with the Plan and this Agreement, Optionee understands that the Company is the controller of his or her Personal Data.

(c) Data Processing and Legal Basis. The Company collects, uses and otherwise processes Personal Data about Optionee for the purposes of allocating shares of Common Stock and implementing, administering and managing the Plan. Optionee understands that this Personal Data may include, without limitation, his or her name, home address and telephone number, email address, date of birth, social insurance number, passport number or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company, details of all options or any other entitlement to shares of stock or equivalent benefits awarded, cancelled, exercised, vested, unvested or outstanding in Optionee's favor. The legal basis for the processing of Optionee's Personal Data, where required, will be his or her consent.

(d) Stock Plan Administration Service Providers. Optionee understands that the Company transfers his or her Personal Data, or parts thereof, to E\*TRADE Financial Services, Inc. (and its affiliated companies), an independent service provider based in the United States which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share Optionee's Personal Data with such different service provider that serves the Company in a similar manner. Optionee understands and acknowledges that the Company's service provider will open an account for him or her to receive and trade shares of Common Stock acquired under the Plan and that he or she will be asked to agree on separate terms and data processing practices with the service provider, which is a condition of Optionee's ability to participate in the Plan.

(e) International Data Transfers. Optionee understands that the Company and, as of the date hereof, any third parties assisting in the implementation, administration and management of the Plan, such as E\*TRADE Financial Services, Inc., are based in the United States. Optionee understands and acknowledges that his or her country may have enacted data privacy laws that are different from the laws of the United States. For

example, the European Commission has issued only a limited adequacy finding with respect to the United States that applies solely if and to the extent that companies self-certify and remain self-certified under the EU/U.S. Privacy Shield program. The Company does not currently participate in the EU/U.S. Privacy Shield Program. The Company's legal basis for the transfer of Optionee's Personal Data is his or her consent.

(f) **Data Retention.** Optionee understands that the Company will use his or her Personal Data only as long as is necessary to implement, administer and manage his or her participation in the Plan, or to comply with legal or regulatory obligations, including under tax and securities laws. In the latter case, Optionee understands and acknowledges that the Company's legal basis for the processing of his or her Personal Data would be compliance with the relevant laws or regulations. When the Company no longer needs Optionee's Personal Data for any of the above purposes, Optionee understands the Company will remove it from its systems.

(g) **Voluntariness and Consequences of Denial/Withdrawal of Consent.** Optionee understands that his or her participation in the Plan and his or her consent is purely voluntary. Optionee may deny or later withdraw his or her consent at any time, with future effect and for any or no reason. If Optionee denies or later withdraws his or her consent, the Company can no longer offer Optionee participation in the Plan or offer other equity awards to Optionee or administer or maintain such awards and Optionee would no longer be able to participate in the Plan. Optionee further understands that denial or withdrawal of his or her consent would not affect his or her status or salary as an employee or his or her career and that Optionee would merely forfeit the opportunities associated with the Plan.

(h) **Data Subject Rights.** Optionee understands that data subject rights regarding the processing of Personal Data vary depending on the applicable law and that, depending on where Optionee is based and subject to the conditions set out in the applicable law, Optionee may have, without limitation, the rights to (i) inquire whether and what kind of Personal Data the Company holds about him or her and how it is processed, and to access or request copies of such Personal Data, (ii) request the correction or supplementation of Personal Data about him or her that is inaccurate, incomplete or out-of-date in light of the purposes underlying the processing, (iii) obtain the erasure of Personal Data no longer necessary for the purposes underlying the processing, processed based on withdrawn consent, processed for legitimate interests that, in the context of his or her objection, do not prove to be compelling, or processed in non-compliance with applicable legal requirements, (iv) request the Company to restrict the processing of his or her Personal Data in certain situations where Optionee feels its processing is inappropriate, (v) object, in certain circumstances, to the processing of Personal Data for legitimate interests, and to (vi) request portability of Optionee's Personal Data that he or she has actively or passively provided to the Company (which does not include data derived or inferred from the collected data), where the processing of such Personal Data is based on consent or his or her employment and is carried out by automated means. In case of concerns, Optionee understands that he or she may also have the right to lodge a complaint with the competent local data protection authority.

*Further, to receive clarification of, or to exercise any of, Optionee's rights, Optionee understands that he or she should contact his or her local human resources representative.*

24. **Plan Prospectus.** The official prospectus for the Plan is available on the Company's intranet at: GNet > Employee Resources > Stock Awards > Plan Documents. Optionee may also obtain a printed copy of the prospectus by contacting Stock Plan Services at stockplanservices@gilead.com.

25. **Language.** By electing to accept this Agreement, Optionee acknowledges that he or she is sufficiently proficient in the English language, or has consulted with an advisor who is sufficiently proficient in English, so as to allow Optionee to understand the terms and conditions of this Agreement. Further, if Optionee has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

26. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. Optionee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through the electronic acceptance procedure established and maintained by the Company or a third party designated by the Company.

27. **Optionee Acceptance.** Optionee must accept the terms and conditions of this Agreement either electronically through the electronic acceptance procedure established by the Company or through a written acceptance delivered to the Company in a form satisfactory to the Company. In no event shall this option be exercised in the absence of such acceptance. An exercise of any portion of the shares subject to this Option shall be deemed to be an acceptance by Optionee of the terms and conditions of this Agreement.

28. **Foreign Account / Assets Reporting.** Depending upon the country to which laws Optionee is subject, Optionee may have certain foreign asset and/or account reporting requirements that may affect Optionee's ability to acquire or hold shares of Common Stock under the Plan or cash received from participating in the Plan (including from any dividends or sale proceeds arising from the sale of shares of Common Stock) in a brokerage or bank account outside Optionee's country. Optionee's country may require that he or she report such accounts, assets or transactions to the applicable authorities in Optionee's country. Optionee is responsible for knowledge of and compliance with any such regulations and should speak with his or her own personal tax, legal and financial advisors regarding same.

29. **Addendum.** Notwithstanding any provision herein, Optionee's participation in the Plan shall be subject to any additional terms and conditions as set forth in the Addendum for Optionee's country of residence, if any. Moreover, if Optionee relocates to one of the countries included in the Addendum, the special terms and conditions for such country will apply to Optionee, to the extent the Company determines that the application of such terms and conditions is necessary for legal or administrative reasons. The Addendum constitutes part of this Agreement.

30. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on Optionee's participation in the Plan, on the option and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Optionee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

**IN WITNESS WHEREOF**, the Company has caused this Agreement to be executed on its behalf by its duly-authorized officer on the day and year first indicated above.

**GILEAD SCIENCES, INC.**

/s/ Jyoti Mehra

By: \_\_\_\_\_  
Jyoti Mehra

Title: EVP, Human Resources

By electronically accepting the option, Optionee agrees that this option is granted under and governed by the terms and conditions of the Plan and the Agreement, including the terms and conditions set forth in any Addendum to the Agreement for Optionee's country. Optionee has reviewed the Plan and the Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to accepting the Agreement and fully understands all provisions of the Plan and Agreement.

## APPENDIX

The following definitions shall be in effect under the Agreement:

- A. **Addendum** shall mean the addendum to this Agreement setting forth special terms and conditions for Optionee's country.
- B. **Administrator** shall mean the Compensation Committee of the Board (or a subcommittee thereof) acting in its capacity as administrator of the Plan.
- C. **Agreement** shall mean this Global Stock Option Agreement.
- D. **Applicable Acceleration Period** shall have the meaning assigned to such term in Section 2(b) of the Plan and shall be determined on the basis of Optionee's status on the Change in Control date.
- E. **Applicable Laws** shall mean the legal requirements related to the Plan and the option under applicable provisions of the federal securities laws, state corporate and securities laws, the Code, the rules of any applicable Stock Exchange on which the Common Stock is listed for trading, and the rules of any non-U.S. jurisdiction applicable to options granted to residents therein.
- F. **Board** shall mean the Company's Board of Directors.
- G. **Cause** shall have the meaning given to the term "Cause" in any effective employment agreement between the Optionee and the Company or a Related Entity, or if none the meaning set forth below. For purposes of Paragraph 5 of the Agreement, **Cause** means the termination of Optionee's Continuous Service as a result of Optionee's (i) performance of any act, or failure to perform any act, in bad faith and to the detriment of the Company or a Related Entity; (ii) dishonesty, intentional misconduct, material violation of any applicable Company or Related Entity policy, or material breach of any agreement with the Company or a Related Entity; or (iii) commission of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person. However, for purposes of Paragraph 6(d) of the Agreement, **Cause** shall mean the termination of Optionee's Continuous Service as a result of Optionee's (a) conviction of, a guilty plea with respect to, or a plea of nolo contendere to, a charge that Optionee has committed a felony under the laws of the United States or of any State or a crime involving moral turpitude, including (without limitation) fraud, theft, embezzlement or any crime that results in or is intended to result in personal enrichment to Optionee at the expense of the Company or a Related Entity; (b) material breach of any agreement entered into between Optionee and the Company or a Related Entity that impairs the Company's or the Related Entity's interest therein; (c) willful misconduct, significant failure to perform his or her duties or gross neglect of his or her duties; or (d) engagement in any activity that constitutes a material conflict of interest with the Company or a Related Entity
- H. **Change in Control** shall mean a change in ownership or control of the Company effected through the consummation of any of the following transactions:

(i) a sale, transfer or other disposition of all or substantially all of the Company's assets;

(ii) the closing of any transaction or series of related transactions pursuant to which any person or any group of persons comprising a "group" within the meaning of Rule 13d-5(b)(1) of the 1934 Act (other than the Company or a person that, prior to such transaction or series of related transactions, directly or indirectly controls, is controlled by or is under common control with, the Company) becomes directly or indirectly (whether as a result of a single acquisition or by reason of one or more acquisitions within the twelve (12)-month period ending with the most recent acquisition) the beneficial owner (within the meaning of Rule 13d-3 of the 1934 Act) of securities possessing (or convertible into or exercisable for securities possessing) more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities (as measured in terms of the power to vote with respect to the election of Board members) outstanding immediately after the consummation of such transaction or series of related transactions, whether such transaction involves a direct issuance from the Company or the acquisition of outstanding securities held by one or more of the Company's existing stockholders or an acquisition, consolidation or other reorganization to which the Company is a party; or

(iii) a change in the composition of the Board over a period of twelve (12) consecutive months or less such that a majority of the Board members ceases, by reason of one or more contested elections for Board membership, to be comprised of individuals who either (a) have been Board members continuously since the beginning of such period or (b) have been elected or nominated for election as Board members during such period by at least a majority of the Board members described in clause (a) above who were still in office at the time the Board approved such election or nomination.

In no event, however, shall a Change in Control be deemed to occur upon a merger, consolidation or other reorganization effected primarily to change the State of the Company's incorporation or to create a holding company structure pursuant to which the Company becomes a wholly-owned subsidiary of an entity whose outstanding voting securities immediately after its formation are beneficially owned, directly or indirectly and in substantially the same proportion, by the persons who beneficially owned the Company's outstanding voting securities immediately prior to the formation of such entity.

I. **Code** shall mean the U.S. Internal Revenue Code of 1986, as amended.

J. **Common Stock** shall mean shares of the Company's common stock.

K. **Company** shall mean Gilead Sciences, Inc., a Delaware corporation, and any successor corporation to all or substantially all of the assets or voting stock of Gilead Sciences, Inc. which shall by appropriate action adopt the Plan.

L. **Constructive Termination** shall have the meaning assigned to such term in Section 11(d) of the Plan.

M. **Consultant** shall mean any person, including an advisor, who is compensated by the Company or any Related Entity for services performed as a non-employee consultant; provided, however, that the term “Consultant” shall not include non-employee Directors serving in their capacity as Board members. The term “Consultant” shall include a member of the board of directors of a Related Entity.

N. **Continuous Service** shall mean shall mean the performance of services for the Company or a Related Entity (whether now existing or subsequently established) by a person in the capacity of an Employee, Director or Consultant. For purposes of this Agreement, Optionee shall be deemed to cease Continuous Service immediately upon the occurrence of either of the following events: (i) Optionee no longer performs services in any of the foregoing capacities for the Company or any Related Entity or (ii) the entity for which Optionee is performing such services ceases to remain a Related Entity of the Company, even though Optionee may subsequently continue to perform services for that entity. Subject to the foregoing and any applicable limitations of Code Section 409A, the Administrator shall have the exclusive discretion to determine when Optionee ceases Continuous Service for purposes of the Award.

O. **Director** shall mean a member of the Board.

P. **Employee** shall mean any person who is in the employ of the Company (or any Related Entity), subject to the control and direction of the Company or Related Entity as to both the work to be performed and the manner and method of performance.

Q. **Employer** shall mean the Company or the Related Entity employing or retaining Optionee.

R. **Exercise Date** shall mean the date on which the option shall have been exercised in accordance with Paragraph 9 of the Agreement.

S. **Exercise Price** shall mean the exercise price payable per Option Share as specified under Option Grant Specifics.

T. **Expiration Date** shall mean the date specified under Option Grant Specifics for measuring the maximum term for which the option may remain outstanding.

U. **Fair Market Value** per share of Common Stock on any relevant date shall be the closing price per share of Common Stock (or the closing bid, if no sales were reported) on that date, as quoted on the Stock Exchange that is at the time serving as the primary trading market for the Common Stock; **provided, however**, that if there is no reported closing price or closing bid for that date, then the closing price or closing bid, as applicable, for the last trading date on which such closing price or closing bid was quoted shall be determinative of such Fair Market Value. The applicable quoted price shall be as reported in The Wall Street Journal or such other source as the Administrator deems reliable.

V. **Grant Date** shall mean the date on which the option is granted, as specified under Option Grant Specifics.

W. **1934 Act** shall mean the U.S. Securities Exchange Act of 1934, as amended from time to time.

X. **Non-Statutory Option** shall mean an option not intended to satisfy the requirements of Code Section 422.

Y. **Notice of Exercise** shall mean the notice of option exercise in the form authorized by the Company.

Z. **Option Shares** shall mean the number of shares of Common Stock subject to the option as specified under Option Grant Specifics.

AA. **Optionee** shall mean the person identified under Option Grant Specifics to whom the option is granted pursuant to the Agreement.

BB. **Parent** shall mean a “parent corporation,” whether now existing or hereafter established, as defined in Section 424(e) of the Code.

CC. **Permanent Disability** shall mean the inability of Optionee to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which is expected to result in death or to be of continuous duration of twelve (12) months or more. The Administrator shall have exclusive discretion to determine when Permanent Disability has occurred for purposes of this Agreement

DD. **Plan** shall mean the Company’s 2004 Equity Incentive Plan, as amended from time to time.

EE. **Related Entity** shall mean (i) any Parent or Subsidiary of the Company and (ii) any corporation in an unbroken chain of corporations beginning with the Company and ending with the corporation in the chain for which Optionee provides services as an Employee, Director or Consultant, provided each corporation in such chain owns securities representing at least twenty percent (20%) of the total outstanding voting power of the outstanding securities of another corporation or entity in such chain and there is a legitimate non-tax business purpose for making this option grant to Optionee.

FF. **Stock Exchange** shall mean the American Stock Exchange, the Nasdaq Global or Global Select Market or the New York Stock Exchange.

GG. **Subsidiary** shall mean a “subsidiary corporation,” whether now existing or hereafter established, as defined in Section 424(f) of the Code.

HH. **Vesting Schedule** shall mean the schedule set forth under Option Grant Specifics, pursuant to which the option is to vest and become exercisable for the Option Shares in a series of installments over Optionee’s period of Continuous Service.



II. **Withholding Taxes** shall mean any and all income tax (including U.S. federal, state, and local tax and/or foreign income taxes) and the employee portion of the federal, state, local and/or foreign employment taxes (including social insurance, payroll tax, payment on account or other tax-related items) required or permitted to be withheld by the Company and/or the Employer in connection with any taxable event attributable to the option or Optionee's participation in the Plan.

## TSR PERFORMANCE GOAL

GILEAD SCIENCES, INC.  
2004 EQUITY INCENTIVE PLAN  
PERFORMANCE SHARE AWARD AGREEMENT

## RECITALS

A. Gilead Sciences, Inc. (the “*Company*”) has implemented the Gilead Sciences, Inc. 2004 Equity Incentive Plan, as amended (the “*Plan*”) for the purpose of providing incentives to attract, retain and motivate eligible Employees, Directors and Consultants to continue their service relationship with the Company.

B. This Agreement is executed pursuant to, and is intended to carry out the purposes of, the Plan in connection with the Company’s issuance of shares of Common Stock to Participant thereunder.

C. All capitalized terms in this Performance Share Award Agreement (this “*Agreement*”) shall have the meaning assigned to them herein or in the attached Appendix A. Capitalized terms not defined herein or in the attached Appendix A shall have the meanings assigned to them in the Plan.

**NOW, THEREFORE**, it is hereby agreed as follows:

1. **Grant of Performance Shares.** The Company hereby awards to Participant, as of the Award Date indicated below, an award (the “*Award*”) of Performance Shares under the Plan. This Agreement provides the Participant with the right to receive one or more shares of Common Stock on the designated issuance date for those shares, based upon the extent to which each Performance Share vests pursuant to the terms hereof. The Target Shares subject to this Award, the applicable performance-vesting and Continuous Service vesting requirements for this Award, the date or dates on which the shares of Common Stock that vest hereunder shall become issuable and the remaining terms and conditions governing this Award, including the applicable vesting acceleration provisions, shall be as set forth in this Agreement.

**AWARD SUMMARY**

Participant:

Award Date:

March 10, 2022

Target Number of Performance Shares:

The actual number of shares of Common Stock that may become issuable pursuant to the Performance Shares subject to this Agreement shall be determined in accordance with the performance-vesting and Continuous Service vesting provisions of attached Schedule I. For purposes of the applicable calculations under Schedule I, the target number of Performance Shares to be utilized is shares (the “*Target Shares*”).

Vesting Schedule:

**Vesting Requirements.** The Performance Shares shall be subject to the performance-vesting and Continuous Service vesting requirements set forth in attached Schedule I and shall vest on the Certification Date (as defined in Appendix A).

**Change in Control Vesting.** The shares of Common Stock underlying the Performance Shares may also vest on an accelerated basis in accordance with the applicable provisions of Paragraph 4 of this Agreement should a Change in Control occur after the start but prior to the completion of the Performance Period applicable to the Performance Shares or the Certification Date.

Issuance Date:

The shares of Common Stock which actually vest and become issuable pursuant to the Performance Shares shall be issued in accordance with the provisions of this Agreement applicable to the particular circumstances under which such vesting occurs.

2. **Limited Transferability.** Prior to the actual issuance of the shares of Common Stock which vest hereunder, Participant may not transfer any interest in the Performance Shares subject to this Award or the underlying shares of Common Stock or pledge or otherwise hedge the sale of those Performance Shares or underlying shares, including (without limitation) any short sale or any acquisition or disposition of any put or call option or other instrument tied to the value of the underlying shares of Common Stock. However, any shares of Common Stock which vest hereunder but otherwise remain unissued at the time of Participant's death may be transferred to Participant's designated beneficiary or, if none, to Participant's estate.

3. **Stockholder Rights and Dividend Equivalents**

(a) The holder of this Award shall not have any stockholder rights, including voting, dividend or liquidation rights, with respect to the shares of Common Stock subject to the Award until Participant becomes the record holder of those shares upon their actual issuance following the Company's collection of the applicable Withholding Taxes.

(b) Notwithstanding the foregoing, if and to the extent that this Award is outstanding on the record date for any dividend or other distribution, whether regular or extraordinary and whether payable in cash, securities (other than Common Stock) or other property, and one or more shares of Common Stock subject to this Award on such record date have not otherwise vested and been delivered as of the payment date for such dividend or distribution and do not otherwise receive such dividend or distribution (i.e., those shares of Common Stock are not otherwise treated as issued and outstanding for purposes of entitlement to the dividend or distribution pursuant to state law, the terms of such distribution or otherwise), then a special book account shall be established for Participant and credited with a phantom dividend that is equivalent to the actual dividend or distribution which would have been paid on such shares of Common Stock at the time subject to this Award had they been issued and outstanding and entitled to that dividend or distribution. As such shares of Common Stock subsequently vest hereunder, the phantom dividend equivalents so credited to those shares of

Common Stock in the book account shall vest, and those vested dividend equivalents shall be distributed to Participant (in the form of additional shares of Common Stock or in such other form as the Administrator deems appropriate under the circumstances) concurrently with the issuance of the vested shares of Common Stock to which those phantom dividend equivalents relate and correspondingly as such shares of Common Stock are forfeited or cancelled under this Award the phantom dividend equivalents so credited to those shares of Common Stock in the book account shall be forfeited or cancelled. Each such distribution of phantom dividend equivalent amounts shall be subject to the Company's collection of any Withholding Taxes applicable to that distribution. The Administrator shall have the sole discretion to determine the dollar value of any dividend or distribution paid other than in the form of cash, and its determination shall be controlling. No dividend equivalent amount shall be paid or distributed on shares of Common Stock under this Award that are forfeited or that otherwise are not vested and issued or issuable under this Award.

**4. Change in Control.** The following provisions shall apply only to the extent a Change in Control is consummated prior to the Certification Date and shall have no force or effect if the effective date of the Change in Control occurs after the Certification Date:

(a) Should (i) the Change in Control occur within the first twelve (12) months of the Performance Period and (ii) Participant remains in Continuous Service through the effective date of that Change in Control, then Participant shall immediately vest in that number of shares of Common Stock equal to the Target Shares subject to this Award, without any measurement of Performance Goal attainment to date and without regard to the Continuous Service vesting provisions.

(b) Should (i) the Change in Control occur at any time on or after the completion of the first twelve (12) months of the Performance Period but prior to the Certification Date and (ii) Participant remains in Continuous Service through the effective date of that Change in Control, then Participant shall immediately vest in that number of shares of Common Stock equal to the **greater** of (i) the Target Shares subject to this Award or (ii) the actual number of Performance-Qualified Shares determined by multiplying (A) the Target Shares subject to this Award by (B) the applicable percentage (determined in accordance with the payout slope set forth in attached Schedule I) for the level at which the TSR Performance Goal is attained over an abbreviated Performance Period ending with the close of the Company's fiscal quarter coincident with or immediately preceding the effective date of the Change in Control, in either case, without regard to the Continuous Service vesting requirements.

(c) The foregoing provisions of this Paragraph 4 shall also apply should Participant's Continuous Service terminate, by reason of an involuntary termination (other than as a result of Retirement, death, or Permanent Disability) other than for Cause or his or her resignation due to Constructive Termination, at any time during the period beginning with the execution date of the definitive agreement for the Change in Control transaction and ending with the **earlier** of (i) the termination of the definitive agreement without the consummation of such Change in Control or (ii) the expiration of the Applicable Acceleration Period following the consummation of such Change in Control.

(d) Should Participant cease Continuous Service by reason of his or her Retirement at least twelve (12) months following the Award Date but prior to the Certification Date and a Change in Control subsequently occurs prior to the Certification Date, then Participant shall, at the time of such Change in Control, immediately vest in that number of shares of Common Stock equal to the Target Shares subject to this Award, without any measurement of Performance Goal attainment to date and without regard to the Continuous Service vesting provisions.

(e) The number of shares of Common Stock in which Participant vests determined in accordance with the foregoing provisions of this Paragraph 4 shall be converted into the right to receive for each such share the same consideration per share of Common Stock payable to the other stockholders of the Company in consummation of the Change in Control, and such consideration shall be distributed to Participant on the *earlier of* (i) the tenth (10th) business day following the effective date of the Change in Control, provided such Change in Control also constitutes a Qualifying Change in Control, or (ii) the date those shares would have been issued to Participant in accordance with Paragraph 6 in the absence of such Change in Control. Each issuance or distribution made under this Paragraph 4(e) shall be subject to the Company's collection of the applicable Withholding Taxes.

(f) Except for the actual number of shares of Common Stock in which Participant vests in accordance with this Paragraph 4, Participant shall cease to have any further right or entitlement to any additional shares of Common Stock under this Agreement following the effective date of the Change in Control.

(g) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

5. **Adjustment in Shares.** Should any change be made to the Common Stock by reason of any stock split, stock dividend, recapitalization, combination of shares, exchange of shares, spin-off transaction, extraordinary dividend or distribution or other change affecting the outstanding Common Stock as a class without the Company's receipt of consideration, or should the value of the outstanding shares of Common Stock be substantially reduced as a result of a spin-off transaction or an extraordinary dividend or distribution, or should there occur any merger, consolidation or other reorganization, then equitable adjustments shall be made by the Administrator to the total number and/or class of securities issuable pursuant to this Award in order to reflect such change. The determination of the Administrator shall be final, binding and conclusive. In the event of any Change in Control transaction, the provisions of Paragraph 4 shall also be applicable.

6. **Issuance or Distribution of Vested Shares or Other Amounts.**

(a) Except as otherwise provided in Paragraph 4 or Paragraph 7, the shares of Common Stock in which Participant vests pursuant to the performance-vesting and

Continuous Service vesting provisions of attached Schedule I shall be issued in accordance with the following provisions:

- The issuance of the shares of Common Stock shall be effected during the period beginning on the first (1st) business day of February of the calendar year immediately succeeding the end of the Performance Period and ending no later than March 15 of that calendar year.

(b) The Company shall, on the applicable issuance date, issue to or on behalf of Participant a certificate in electronic form for the shares of Common Stock in which Participant vests pursuant to the performance-vesting and Continuous Service vesting provisions of attached Schedule I and shall concurrently settle with Participant any phantom dividend equivalent amount with respect to those shares as provided in Paragraph 3.

(c) Except as otherwise provided in Paragraph 4, no shares of Common Stock shall be issued prior to the Certification Date. No fractional shares of Common Stock shall be issued pursuant to this Award, and any fractional share resulting from any calculation made in accordance with the terms of this Agreement shall be rounded down to the next whole share.

(d) Participant acknowledges that, regardless of any action the Employer may take with respect to any or all Withholding Taxes related to Participant's participation in the Plan and legally applicable to Participant, the ultimate liability for all Withholding Taxes is and remains Participant's responsibility and may exceed the amount actually withheld by the Employer. Participant further acknowledges that the Employer (i) makes no representations or undertakings regarding the treatment of any Withholding Taxes in connection with any aspect of the Award, including the grant, vesting or settlement of the Award, the issuance of shares of Common Stock or other property in settlement of the Award, the subsequent sale of the shares of Common Stock acquired pursuant to such issuance and the receipt of any dividends and/or phantom dividend equivalent amount provided pursuant to Paragraph 3 and (ii) does not commit to, and is under no obligation to, structure the terms of the grant or any aspect of the Award to reduce or eliminate Participant's liability for Withholding Taxes or achieve any particular tax result. Further, if Participant is or becomes subject to Withholding Taxes in more than one jurisdiction, Participant acknowledges that the Employer (or former employer, as applicable) may withhold or account for Withholding Taxes in more than one jurisdiction.

(e) The Company shall collect, and Participant hereby authorizes the Company to collect, the Withholding Taxes with respect to the shares of Common Stock issued under this Agreement (including any shares of Common Stock issued in settlement of any phantom dividend equivalent amount as provided in Paragraph 3) through an automatic share withholding procedure pursuant to which the Company will withhold, immediately as the shares of Common Stock are issued under the Award, a portion of those shares with a Fair Market Value (measured as of the issuance date) equal to the amount of such Withholding Taxes (the "**Share Withholding Method**"). Notwithstanding the foregoing, the Share Withholding Method

shall not be utilized if (i) such method is not permissible or advisable under local law or (ii) the Company otherwise decides no longer to utilize such method and provides Participant with notice to such effect.

(f) If the Share Withholding Method is to be utilized for the collection of Withholding Taxes, then the Company shall withhold the number of otherwise issuable shares of Common Stock necessary to satisfy the applicable Withholding Taxes based on the applicable minimum statutory rate or other applicable withholding rate, including maximum applicable rates, as determined by the Company in its sole discretion. If the maximum rate is used, any over-withheld amount will be refunded to Participant in cash by the Employer (with no entitlement to the Common Stock equivalent) or if not refunded, Participant may seek a refund from the appropriate tax authorities. If the obligation for Withholding Taxes is satisfied by using the Share Withholding Method, then Participant will, for tax purposes, be deemed to have been issued the full number of shares of Common Stock subject to the vested Award, notwithstanding that a number of shares of Common Stock are withheld solely for the purpose of paying the applicable Withholding Taxes.

(g) The Company shall have sole discretion to determine whether or not the Share Withholding Method shall be utilized for the collection of the applicable Withholding Taxes. Participant shall be notified (in writing or through the Company's electronic mail system) in the event the Company no longer intends to utilize the Share Withholding Method. Should any shares of Common Stock become issuable under the Award (including any shares of Common Stock issued in settlement of any phantom dividend equivalent amount as provided in Paragraph 3) at a time when the Share Withholding Method is not being utilized by the Company, then the Withholding Taxes shall be collected from Participant through a sale-to-cover transaction authorized by Participant, pursuant to which an immediate open-market sale of a portion of the shares of Common Stock issued to Participant will be effected, for and on behalf of Participant, by the Company's designated broker to cover the Withholding Tax liability estimated by the Company to be applicable to such issuance. Participant shall, promptly upon request from the Company, execute (whether manually or through electronic acceptance) an appropriate sales authorization (in form and substance reasonably satisfactory to the Company) that authorizes and directs the broker to effect such open-market, sale-to-cover transactions and remit the sale proceeds, net of brokerage fees and other applicable charges, to the Company in satisfaction of the applicable Withholding Taxes. However, no sale-to-cover transaction shall be effected unless (i) such a sale is at the time permissible under the Company's insider trading policies governing the sale of Common Stock and (ii) the transaction is not otherwise deemed to constitute a prohibited loan under Section 402 of the Sarbanes-Oxley Act of 2002.

(h) If the Company determines that such sale-to-cover transaction is not permissible or advisable at the time or if Participant otherwise fails to effect a timely sales authorization as required by this Agreement, then the Company may, in its sole discretion, elect either to defer the issuance of the shares of Common Stock until such sale-to-cover transaction can be effected in accordance with Participant's executed sale directive or to collect the applicable Withholding Taxes through a wire transfer of funds from Participant to the Company in the amount of such Withholding Taxes or by withholding such amount from other wages payable to Participant. In no event shall any shares of Common Stock be issued in the absence of

an arrangement reasonably satisfactory to the Company for the satisfaction of the applicable Withholding Taxes, and any such arrangement must be in compliance with any applicable requirements of Code Section 409A.

(i) The Company shall collect the Withholding Taxes with respect to any phantom dividend equivalent amount as provided in Paragraph 3 that is distributed in a form other than shares of Common Stock by withholding a portion of that distribution equal to the amount of the applicable Withholding Taxes, with the cash portion of the distribution to be the first portion so withheld, or through such other tax withholding arrangement as the Company deems appropriate, in its sole discretion.

(k) Notwithstanding the foregoing provisions of Paragraphs 6(d) through 6(i), the employee portion of the federal, state and local employment taxes required to be withheld by the Company in connection with the vesting (as determined under applicable tax laws) of the shares of Common Stock or any other amounts hereunder (the “**Employment Taxes**”) shall in all events be collected from Participant no later than the last business day of the calendar year in which those shares or other amounts vest (as determined under applicable tax laws) hereunder. Accordingly, to the extent the applicable issuance date for one or more vested shares of Common Stock or the distribution date for such other amounts is to occur in a year subsequent to the calendar year in which those shares or other amounts vest, Participant shall, if so requested by the Company, on or before the last business day of the calendar year in which such shares or other amounts vest, deliver to the Company a check payable to its order (or a wire transfer of funds to the Company ) in the dollar amount equal to the Employment Taxes required to be withheld with respect to those shares or other amounts. Alternatively, the Company may, in its sole discretion, elect to withhold the dollar amount equal to the Employment Taxes required to be withheld with respect to those shares or other amounts from other wages payable to Participant, or through such other tax withholding arrangement as the Company deems appropriate, in its sole discretion. The provisions of this Paragraph 6(j) shall be applicable only to the extent necessary to comply with the applicable tax withholding requirements of Code Section 3121(v). Except as otherwise provided in Paragraph 4 or this Paragraph 6, the settlement of all Performance Shares or Performance-Qualified Shares which vest under the Award shall be made solely in shares of Common Stock.

7. **Special Deferral Election.** Provided Participant is a U.S. tax resident and Participant timely submits a properly completed deferral election in a form provided by the Company, any shares of Common Stock that become issuable pursuant to this Agreement shall be distributed in accordance with the terms of such deferral election, subject to Participant’s satisfaction of any applicable Withholding Taxes under Paragraph 6.

8. **Leaves of Absence.** For purposes of applying the various Continuous Service vesting provisions of this Agreement, Participant shall be deemed to cease Continuous Service on the commencement date of any leave of absence and not to remain in Continuous Service status during the period of that leave, except to the extent otherwise required under employment laws in the jurisdiction where Participant is employed or pursuant to the following policy:



- Participant shall be deemed to remain in Continuous Service status during (i) the first three (3) months of an approved personal leave of absence or (ii) the first seven (7) months of any bona fide leave of absence (other than an approved personal leave) and shall be deemed to cease Continuous Service upon the expiration of the applicable three (3)-month or seven (7)-month period.

- In no event, however, shall Participant be deemed, for vesting purposes hereunder, to remain in Continuous Service beyond the *earlier* of (i) the expiration date of that leave of absence, unless Participant returns to active Continuous Service or Employee status on or before that date, or (ii) the date Participant's Continuous Service or Employee status actually terminates by reason of his or her voluntary or involuntary termination or by reason of his or her death or Permanent Disability.

**9. Compliance with Laws and Regulations.** The issuance of shares of Common Stock pursuant to the Award shall be subject to compliance by the Company and Participant with all Applicable Laws relating thereto.

**10. Nature of Grant.** In accepting the grant, Participant acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the grant of the Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of Awards, or benefits in lieu of Awards, even if Awards have been granted in the past;

(c) all decisions with respect to future Awards or other grants, if any, will be at the sole discretion of the Company;

(d) Participant is voluntarily participating in the Plan;

(e) the Award and the shares of Common Stock subject to the Award, and the income and value of same, are not intended to replace any pension rights or compensation;

(f) the Award and the shares of Common Stock subject to the Award, and the income and value of same, are not part of normal or expected compensation for any purpose, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, leave-related payments, pension or retirement or welfare benefits or similar payments;

(g) the future value of the underlying shares of Common Stock is unknown, indeterminable and cannot be predicted with certainty;

(h) no claim or entitlement to compensation or damages shall arise from forfeiture of the Award resulting from the termination of Participant's Continuous Service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any), and in consideration of the grant of the Award to which Participant is otherwise not entitled, Participant irrevocably agrees never to institute any claim against the Company, any Related Entity or the Employer, waives Participant's ability, if any, to bring any such claim, and releases the Company, any Related Entity and the Employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Participant shall be deemed irrevocably to have agreed not to pursue such claim and agreed to execute any and all documents necessary to request dismissal or withdrawal of such claim;

(i) unless otherwise agreed with the Company in writing, the Award and the shares of Common Stock subject to the Award, and the income and value of same, are not granted as consideration for, or in connection with, any service Participant may provide as a director of the Company or a Related Entity; and

(j) unless otherwise provided in the Plan or by the Company in its discretion, the Award and the benefits evidenced by this Agreement do not create any entitlement to have the Award or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company.

**11. No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the underlying shares of Common Stock. Participant should consult with Participant's own personal tax, legal and financial advisors regarding Participant's participation in the Plan before taking any action related to the Plan or the Award.

**12. Notices.** Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Company at its principal corporate offices. Any notice required to be given or delivered to Participant shall be in writing and addressed to Participant at the most current address then indicated for Participant on the Company's employee records or shall be delivered electronically to Participant through the Company's electronic mail system or through an on-line brokerage firm authorized by the Company to effect sales of the Common Stock issued hereunder. All notices shall be deemed effective upon personal delivery or delivery through the Company's electronic mail system or upon deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

**13. Successors and Assigns.** Except to the extent otherwise provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and Participant, the legal representatives, heirs and legatees of Participant's estate.

**14. Code Section 409A**

(a) It is the intention of the parties that the provisions of this Agreement shall, to the maximum extent permissible, comply with the requirements of the short-term deferral exception to Section 409A of the Code and Treasury Regulations Section 1.409A-1(b)(4) with respect to one or more shares of Common Stock underlying this Award. Accordingly, to the extent there is any ambiguity as to whether one or more provisions of this Agreement would otherwise contravene the requirements or limitations of Code Section 409A applicable to such short-term deferral exception, then those provisions, as they apply to such shares of Common Stock, shall be interpreted and applied in a manner that does not result in a violation of the requirements or limitations of Code Section 409A and the Treasury Regulations thereunder that apply to such exception.

(b) However, to the extent this Agreement should be deemed to create a deferred compensation arrangement subject to the requirements of Code Section 409A with respect to one or more shares of Common Stock underlying this Award, whether by reason of a deferral election that satisfies the requirements of Paragraph 7 above or the pro-rata Continuous Service vesting provisions of this Agreement, then the following provisions shall apply with respect to those shares, notwithstanding anything to the contrary set forth herein:

- None of those shares of Common Stock or other amounts which become issuable or distributable with respect to those shares by reason of Participant's cessation of Continuous Service shall actually be issued or distributed to Participant until the date of Participant's Separation from Service or as soon thereafter as administratively practicable, but in no event later than the **later** of (i) the close of the calendar year in which such Separation from Service occurs or (ii) the fifteenth (15th) day of the third (3rd) calendar month following the date of such Separation from Service.

- None of those shares of Common Stock or other amounts which become issuable or distributable with respect to those shares by reason of Participant's cessation of Continuous Service shall actually be issued or distributed to Participant prior to the **earlier** of (i) the first (1st) day of the seventh (7th) month following the date of Participant's Separation from Service or (ii) the date of Participant's death, if Participant is deemed at the time of such Separation from Service to be a specified employee under Section 1.409A-1(i) of the Treasury Regulations issued under Code Section 409A, as determined by the Administrator in accordance with consistent and uniform standards applied to all other Code Section 409A arrangements of the Company, and such delayed commencement is otherwise required in order to avoid a prohibited distribution under Code Section 409A(a)(2). The deferred shares of Common Stock or other distributable amount shall be issued or distributed in a lump sum on the first (1st) day of the seventh (7th) month following the date of Participant's Separation from Service or, if earlier, the first (1st) day of the month immediately following the date the Company receives proof of Participant's death.

- No amounts that vest and become payable under Paragraph 4 of this Agreement with respect to those shares of Common Stock by reason of a Change in Control shall be distributed to Participant at the time of such Change in Control, unless that transaction also constitutes a Qualifying Change in Control. In the absence of such a Qualifying Change in Control, the distribution shall not be made until the date on which the shares of Common Stock to which those amounts pertain would have become issuable in accordance with the provisions of Paragraph 6(a) of this Agreement.

- If a deferral election under Paragraph 7 of this Agreement is in effect with respect to any shares of Common Stock underlying this Award, no amounts that vest and become payable under Paragraph 4 with respect to those shares by reason of a Change in Control shall be distributed to Participant at the time of that Change in Control unless the transaction also constitutes a Qualifying Change in Control. In the absence of such a Qualifying Change in Control, the distribution shall not be made until the date on which the shares of Common Stock to which those amounts pertain would have become issuable in accordance with Participant's deferral election under Paragraph 7 of this Agreement.

**15. Construction.** This Agreement and the Award evidenced hereby are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan. In the event of any conflict between the provisions of this Agreement and the terms of the Plan, the terms of the Plan shall be controlling. All decisions of the Administrator with respect to any question or issue arising under the Plan or this Agreement shall be conclusive and binding on all persons having an interest in the Award.

**16. Governing Law/Venue.** The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Delaware without resort to that State's conflict-of-laws rules. For purposes of any action, lawsuit or other proceedings brought to enforce this Agreement or otherwise relating to or arising from this Agreement, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the courts of San Mateo County, California, or the federal courts for the United States for the Northern District of California, and no other courts, where this grant is made and/or to be performed.

**17. Employment at Will.** Nothing in this Agreement or in the Plan shall confer upon Participant any right to remain in Continuous Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Employer or of Participant, which rights are hereby expressly reserved by each, to terminate Participant's Continuous Service at any time for any reason, with or without Cause.

**18. Plan Prospectus.** The official prospectus for the Plan is available on the Company's intranet at: [Stock Awards section on GNET](#). Participant may also obtain a printed copy of the prospectus by contacting Stock Plan Services at [stockplanservices@gilead.com](mailto:stockplanservices@gilead.com).

19. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

20. **Severability.** The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

21. **Waiver.** Participant acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach of this Agreement.

22. **Insider Trading Restrictions/Market Abuse Laws.** Participant may be subject to insider trading restrictions and/or market abuse laws based on the exchange on which the shares of Common Stock are listed and in applicable jurisdictions including the United States and Participant's country or his or her broker's country, if different, which may affect Participant's ability to accept, acquire, sell or otherwise dispose of shares, rights to shares (e.g., Performance Shares) or rights linked to the value of shares of Common Stock (e.g., dividend equivalents) during such times as Participant is considered to have "inside information" regarding the Company (as defined by the laws in applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Participant placed before he or she possessed inside information. Furthermore, Participant could be prohibited from (i) disclosing the inside information to any third party, which may include fellow employees and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. Participant acknowledges that it is Participant's responsibility to comply with any applicable restrictions, and Participant should speak with his or her personal legal advisor on this matter.

23. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Award and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

24. **Participant Acceptance.** Participant must accept the terms and conditions of this Agreement either electronically through the electronic acceptance procedure established by the Company or through a written acceptance delivered to the Company in a form satisfactory to the Company. In no event shall any shares of Common Stock be issued (or other securities or property distributed) under this Agreement in the absence of such acceptance. By accepting the Award, Participant agrees that this Award is granted under and governed by the terms and conditions of the Plan and this Agreement. Participant has reviewed the Plan and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to accepting this Agreement and fully understands all provisions of the Plan and Agreement.

**IN WITNESS WHEREOF**, Gilead Sciences, Inc. has caused this Agreement to be executed on its behalf by its duly-authorized officer on the day and year first indicated above.

**GILEAD SCIENCES, INC.**

/s/ Jyoti Mehra

By: \_\_\_\_\_  
Jyoti Mehra

Title: EVP, Human Resources

**PARTICIPANT**

\_\_\_\_\_  
Signature

## APPENDIX A

### DEFINITIONS

The following definitions shall be in effect under the Agreement:

A. **Applicable Laws** shall mean the legal requirements relating to the Plan and the Awards under applicable provisions of U.S. federal securities laws, state corporate and securities laws, the Code, the rules of any applicable stock exchange, and the securities, tax and exchange control laws, rules, regulations, and requirements of any non-U.S. jurisdiction applicable to Awards granted to residents therein.

B. **Award Date** shall mean the date the Performance Shares are awarded to Participant pursuant to the Agreement and shall be the date indicated in Paragraph 1 of the Agreement.

C. **Certification Date** shall mean the date following the completion of the Performance Period on which the Administrator certifies the attained level of the TSR Performance Goal for such Performance Period.

D. **Change in Control** shall mean a change in ownership or control of the Company effected through the consummation of any of the following transactions:

(i) a sale, transfer or other disposition of all or substantially all of the Company's assets;

(ii) the closing of any transaction or series of related transactions pursuant to which any person or any group of persons comprising a "group" within the meaning of Rule 13d-5(b)(1) of the 1934 Act (other than the Company or a person that, prior to such transaction or series of related transactions, directly or indirectly controls, is controlled by or is under common control with, the Company) becomes directly or indirectly (whether as a result of a single acquisition or by reason of one or more acquisitions within the twelve (12)-month period ending with the most recent acquisition) the beneficial owner (within the meaning of Rule 13d-3 of the 1934 Act) of securities possessing (or convertible into or exercisable for securities possessing) more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities (as measured in terms of the power to vote with respect to the election of Board members) outstanding immediately after the consummation of such transaction or series of related transactions, whether such transaction involves a direct issuance from the Company or the acquisition of outstanding securities held by one or more of the Company's existing stockholders or an acquisition, consolidation or other reorganization to which the Company is a party; or

(iii) a change in the composition of the Board over a period of twelve (12) consecutive months or less such that a majority of the Board members ceases, by reason of one or more contested elections for Board membership, to be comprised of

individuals who either (A) have been Board members continuously since the beginning of such period or (B) have been elected or nominated for election as Board members during such period by at least a majority of the Board members described in clause (A) who were still in office at the time the Board approved such election or nomination.

In no event, however, shall a Change in Control be deemed to occur upon a merger, consolidation or other reorganization effected primarily to change the State of the Company's incorporation or to create a holding company structure pursuant to which the Company becomes a wholly-owned subsidiary of an entity whose outstanding voting securities immediately after its formation are beneficially owned, directly or indirectly and in substantially the same proportion, by the persons who beneficially owned the Company's outstanding voting securities immediately prior to the formation of such entity. Should such holding company structure or other Parent entity be established for the Company, then subparagraph (iii) shall be applied solely to the board of directors of that holding company or Parent entity.

E. **Company** shall mean Gilead Sciences, Inc., a Delaware corporation, and any successor corporation to all or substantially all of the assets or voting stock of Gilead Sciences, Inc. which shall by appropriate action adopt the Plan.

F. **Continuous Service** shall mean the performance of services for the Company or a Related Entity (whether now existing or subsequently established) by a person in the capacity of an Employee, Director or Consultant. For purposes of this Agreement, Participant shall be deemed to cease Continuous Service immediately upon the occurrence of either of the following events: (i) Participant no longer performs services in any of the foregoing capacities for the Company or any Related Entity or (ii) the entity for which Participant is performing such services ceases to remain a Related Entity of the Company, even though Participant may subsequently continue to perform services for that entity. The Administrator shall have the exclusive discretion to determine when Participant ceases Continuous Service for purposes of the Award.

G. **Employee** shall mean an individual who is in the employ of the Company (or any Related Entity), subject to the control and direction of the employer entity as to both the work to be performed and the manner and method of performance.

H. **Employer** shall mean the Company or any Related Entity employing Participant.

I. **Fair Market Value** per share of Common Stock on any relevant date shall be the closing price per share of Common Stock (or the closing bid, if no sales were reported) on that date, as quoted on the Stock Exchange that is at the time serving as the primary trading market for the Common Stock; provided, however, that if there is no reported closing price or closing bid for that date, then the closing price or closing bid, as applicable, for the last trading date on which such closing price or closing bid was quoted shall be determinative of such Fair Market Value. The applicable quoted price shall be as reported in The Wall Street Journal or such other source as the Administrator deems reliable.



J. **1934 Act** shall mean the U.S. Securities Exchange Act of 1934, as amended from time to time.

K. **Parent** shall mean any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, provided each corporation in the unbroken chain (other than the Company) owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

L. **Participant** shall mean the person to whom the Award is made pursuant to the Agreement.

M. **Performance Goal** shall mean the total shareholder return performance goal specified on attached Schedule I (the "**TSR Performance Goal**") that must be attained in order to satisfy the performance-vesting requirement for the shares of Common Stock subject to this Award.

N. **Performance Period** shall mean the period specified on attached Schedule I over which the attainment of the TSR Performance Goal is to be measured.

O. **Performance-Qualified Shares** shall mean the maximum number of Shares in which Participant can vest based on the level at which the Performance Goal for the Performance Period is attained and shall be calculated in accordance with the provisions of attached Schedule I. In no event shall the number of such Performance-Qualified Shares exceed two hundred percent (200%) of the Target Shares set forth in Paragraph 1 of this Agreement, as such number may be adjusted from time to time pursuant to the provisions of Paragraph 5 of this Agreement. Each Performance-Qualified Share that vests pursuant to the terms of the Award shall entitle Participant to receive one share of Common Stock.

P. **Permanent Disability** shall mean the inability of Participant to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment expected to result in death or to be of continuous duration of twelve (12) months or more. The Administrator shall have the exclusive discretion to determine when Permanent Disability has occurred for purposes of this Agreement.

Q. **Qualifying Change in Control** shall mean a change in control of ownership of the Company effected by one or more of the following transactions:

(i) a merger or consolidation in which the Company is not the surviving entity and in which one person or a group of related persons (other than the Company or a person that directly or indirectly controls, is controlled by, or is under common control with, the Company) acquires ownership of securities possessing more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities or constituting more than fifty percent (50%) of the total fair market value of the Company's outstanding securities;

(ii) the sale, transfer or other disposition of all or substantially all of the assets of the Company in complete liquidation or dissolution of the Company;

(iii) any reverse merger in which the Company is the surviving entity but in which one person or a group of related persons (other than the Company or a person that directly or indirectly controls, is controlled by, or is under common control with, the Company) acquires ownership of securities possessing more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities or constituting more than fifty percent (50%) of the total fair market value of the Company's outstanding securities;

(iv) the acquisition, directly or indirectly, by any person or related group of persons (other than the Company or a person that directly or indirectly controls, is controlled by, or is under common control with, the Company) of beneficial ownership of securities possessing more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities or constituting more than fifty percent (50%) of the total fair market value of the Company's outstanding securities pursuant to a tender or exchange offer made directly to the Company's stockholders; or

(v) a change in the composition of the Board over a period of twelve (12) consecutive months or less such that a majority of the Board members ceases, by reason of one or more contested elections for Board membership, to be comprised of individuals who either (A) have been Board members continuously since the beginning of such period or (B) have been elected or nominated for election as Board members during such period by at least a majority of the Board members described in clause (A) who were still in office at the time the Board approved such election or nomination.

The foregoing definition of Qualifying Change in Control shall in all instances be applied and interpreted in such manner that the applicable Qualifying Change in Control transaction that serves as an issuance event for the shares of Common Stock subject to this Award (or distribution event for any amounts relating to those shares) that vest upon the occurrence of a Change in Control and are otherwise at the time subject to the issuance or distribution restrictions of Code Section 409A will also qualify as: (i) a change in the ownership of the Company, as determined in accordance with Section 1.409A-3(i)(5)(v) of the Treasury Regulations, (ii) a change in the effective control of the Company, as determined in accordance with Section 1.409A-3(i)(5)(vi) of the Treasury Regulations, or (iii) a change in the ownership of a substantial portion of the assets of the Company, as determined in accordance with Section 1.409A-3(i)(5)(vii) of the Treasury Regulations.

R. **Related Entity** shall mean (i) any Parent or Subsidiary of the Company and (ii) any corporation in an unbroken chain of corporations beginning with the Company and ending with the corporation in the chain for which Participant provides services as an Employee, Director or Consultant, provided each corporation in such chain owns securities representing at least fifty percent (50%) of the total outstanding voting power of the outstanding securities of another corporation or entity in such chain.

S. **Retirement** shall mean Participant's cessation of Continuous Service on or after the date on which he or she (i) attains age 55 and completes at least ten (10) years of Continuous Service or (ii) attains age 65.

T. **Separation from Service** shall mean Participant's cessation of Employee status by reason of his or her death, Retirement or termination of employment. Participant shall be deemed to have terminated employment for such purpose at such time as the level of his or her bona fide services to be performed as an Employee (or as a consultant or independent contractor) permanently decreases to a level that is not more than twenty percent (20%) of the average level of services he or she rendered as an Employee during the immediately preceding thirty-six (36) months (or such shorter period for which he or she may have rendered such services). Solely for purposes of determining when a Separation from Service occurs, Participant will be deemed to continue in "Employee" status for so long as he or she remains in the employ of one or more members of the Employer Group, subject to the control and direction of the employer entity as to both the work to be performed and the manner and method of performance. "Employer Group" means the Company and any Parent or Subsidiary and any other corporation or business controlled by, controlling or under common control with, the Company, as determined in accordance with Sections 414(b) and (c) of the Code and the Treasury Regulations thereunder, except that in applying Sections 1563(1), (2) and (3) of the Code for purposes of determining the controlled group of corporations under Section 414(b), the phrase "at least 50 percent" shall be used instead of "at least 80 percent" each place the latter phrase appears in such sections and in applying Section 1.414(c)-2 of the Treasury Regulations for purposes of determining trades or businesses that are under common control for purposes of Section 414(c), the phrase "at least 50 percent" shall be used instead of "at least 80 percent" each place the latter phrase appears in Section 1.414(c)-2 of the Treasury Regulations. Any such determination as to Separation from Service, however, shall be made in accordance with the applicable standards of the Treasury Regulations issued under Section 409A of the Code.

U. **Stock Exchange** shall mean the American Stock Exchange, the Nasdaq Global or Global Select Market or the New York Stock Exchange.

V. **Subsidiary** shall mean any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, provided each corporation (other than the last corporation) in the unbroken chain owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

W. **Withholding Taxes** shall mean any and all income taxes (including U.S. federal, state and local tax) and the employee portion of the federal state and local taxes (including social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items) required or permitted to be withheld by the Company and/or the Employer in connection with any taxable or tax withholding event, as applicable, attributable to the Award or Participant's participation in the Plan.

## SCHEDULE I

### PERFORMANCE GOAL AND PERFORMANCE PERIOD

#### **PERFORMANCE PERIOD**

The measurement period for the Performance Shares shall be the thirty-four (34) month period beginning March 1, 2022 and ending December 31, 2024 (the “**Performance Period**”).

#### **PERFORMANCE GOAL FOR PERFORMANCE VESTING**

**Performance Goal – Total Shareholder Return:** The performance-vesting requirement for the Performance Shares subject to this Award shall be tied to the percentile level at which the total shareholder return (including stock price appreciation and reinvestment of any cash dividends or other stockholder distributions) to the Company’s stockholders over the Performance Period stands in relation to the total shareholder return realized for that period by the companies comprising the following three subsets of the S&P Healthcare Index: Biotechnology, Pharmaceuticals and Health Care Equipment (collectively the “**S&P Healthcare Sub-Index**”).

For such purpose, the total shareholder return (“**TSR**”) shall be determined pursuant to the following formula:

$$\text{TSR} = \frac{(\text{Ending Stock Price}^* - \text{Beginning Stock Price}^{**}) + \text{Reinvested Dividends}^{***}}{\text{Beginning Stock Price}^{**}}$$

\* Ending Stock Price is the average daily closing price per share of the Common Stock calculated for the last sixty (60) consecutive trading days within the Performance Period.

\*\* Beginning Stock Price is the average daily closing price per share of the Common Stock calculated for the last sixty (60) consecutive trading days immediately preceding the commencement of the Performance Period.

\*\*\* Reinvested Dividends shall be calculated by multiplying (i) the aggregate number of shares (including fractional shares) that could have been purchased during the Performance Period had each cash dividend paid on a single share during that period been immediately reinvested in additional shares (or fractional shares) at the closing selling price per share of the Common Stock on the applicable dividend payment date by (ii) the average daily closing price per share calculated for the last sixty (60) consecutive trading days within the Performance Period.

Each of the foregoing amounts shall be equitably adjusted for stock splits, stock dividends, recapitalizations and other similar events affecting the shares in question without the issuer’s receipt of consideration.

For each company in the S&P Healthcare Sub-Index, the TSR with respect to its common stock shall be calculated in the same manner as for the Common Stock.

In addition, the following parameters shall be in effect for purposes of measuring the total shareholder return for the S&P Healthcare Sub-Index:

- a company will be included in the S&P Healthcare Sub-Index only if that company is in existence both at the start of the Performance Period and at the end of the Performance Period, and the stock price performance of any company that is acquired, or otherwise ceases to exist as an independent publicly-owned entity, during the Performance Period shall not be taken into account in determining the relative total shareholder return of the companies comprising the S&P Healthcare Sub-Index for the Performance Period;

- any distribution (other than a regular cash dividend), whether in cash, securities (other than shares of the distributing company's common stock) or other property, made during the Performance Period by a company included in the S&P Healthcare Sub-Index for that period shall be treated in the same manner as a regular cash dividend paid by such distributing company (in an amount per share of the distributing company's common stock deemed equal to the cash amount or the fair market value of the securities or other property distributed per share of the distributing company's common stock) that is immediately reinvested in the distributing company's common stock; **provided and only if** the amount distributed per share of the distributing company's common stock (as determined in the manner set forth herein) is at least ten percent (10%) of the closing price per share of the distributing company's common stock on the effective date of such distribution; otherwise, such distribution shall not be taken in effect in calculating the relative total shareholder return of the companies comprising the S&P Healthcare Sub-Index; and

- any spin-off distribution of shares of the common stock of one or more subsidiaries or other affiliated entities that is made during the Performance Period by a company included in the S&P Healthcare Sub-Index for that period shall be treated in the same manner as a regular cash dividend paid by that distributing company (in an amount per share of the distributing company's common stock deemed equal to the fair market value of the common stock (or fractional share thereof) of the spun-off entity distributed per share of the distributing company's common stock) that is immediately reinvested in the distributing company's common stock; **provided and only if** the amount distributed per share of the distributing company's common stock (as determined in the manner set forth herein) is at least ten percent (10%) of the closing price per share of the distributing company's common stock on the effective date of such distribution; otherwise, such spin-off distribution shall not be taken in effect in calculating the relative total shareholder return of the companies comprising the S&P Healthcare Sub-Index.

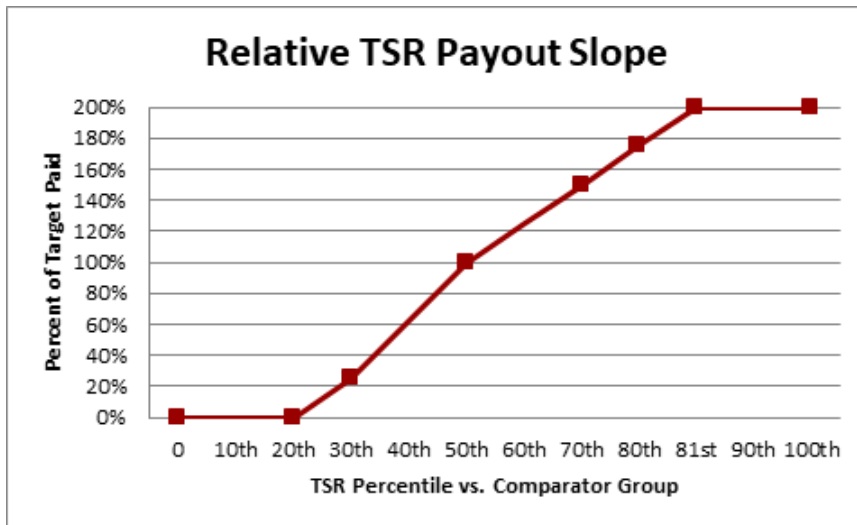
For purposes of measuring the total shareholder return of the Company for the Performance Period, the foregoing parameters governing distributions and spin-off transactions shall also apply to any distribution (other than a regular cash dividend) or spin-off transaction that is effected by the Company during the Performance Period.

Should a Change in Control occur during the Performance Period, then the attained level of the Performance Goal shall be determined in accordance with the applicable Change in Control provisions of Paragraph 4 of this Agreement.

**Performance-Qualified Shares:** Within sixty-five (65) days after the completion of the Performance Period, the Administrator shall determine and certify the actual level at which the TSR Performance Goal is attained. The actual number of Performance-Qualified Shares that results from such certification may range from 0% to 200% of the Target Shares subject to this Award, as such number may be adjusted from time to time pursuant to the provisions of Paragraph 5 of this Agreement. The actual percentage shall be determined on the basis of the percentile level at which the Administrator certifies that the TSR Performance Goal has been attained in relation to the total shareholder return realized for that period by the companies comprising the S&P Healthcare Sub-Index; **provided, however**, that (i) the maximum number of shares of Common Stock that may qualify as Performance-Qualified Shares may not exceed 200% of the Target Shares, as such number may be adjusted from time to time pursuant to the provisions of Paragraph 5 of this Agreement, and (ii) in no event shall the number of shares of Common Stock that may qualify as Performance-Qualified Shares pursuant to the Relative TSR Payout Slope below exceed 100% of the Target Shares (as such number may be adjusted from time to time pursuant to the provisions of Paragraph 5 of this Agreement) if the Company's absolute TSR for the Performance Period is negative.

**Payout Slope for Determining Number of Performance-Qualified Shares Based on Attained Levels of TSR Performance Goal:** The number of shares of Common Stock that may qualify as Performance-Qualified Shares on the basis of the certified percentile level of TSR Performance Goal attainment shall be calculated by multiplying the Target Shares (as such number may be adjusted from time to time pursuant to the provisions of Paragraph 5 of this Agreement) by the applicable percentage determined in accordance with the following payout slope for the TSR Performance Goal (with appropriate straight-line interpolation for any attained percentile level within two designated percentile levels in such slope):

**TOTAL SHAREHOLDER RETURN PAYOUT SLOPE**



**Payout Slope Details**

Percentile	% of Target
0	0%
10th	0%
20th	0%
30th	25%
40th	63%
50th	100%
60th	125%
70th	150%
80th	175%
81st	200%
90th	200%
100th	200%

## **CONTINUOUS SERVICE VESTING REQUIREMENT FOR PERFORMANCE-QUALIFIED SHARES**

The number of shares of Common Stock in which Participant may actually vest on the basis of the number of Performance-Qualified Shares certified by the Administrator in accordance with the performance vesting provisions of this Schedule I shall be tied to his or her completion of the following Continuous Service vesting requirements:

- If Participant remains in Continuous Service through the Certification Date, Participant shall vest in one-hundred percent (100%) of the Performance-Qualified Shares certified by the Administrator for the Performance Period.

- If Participant's Continuous Service terminates prior to the Certification Date by reason of death or Permanent Disability, then Participant shall, at the time of such termination of Continuous Service, immediately vest in the Target Shares; *provided, however*, that if such termination occurs upon or following the end of the Performance Period, then Participant shall instead vest in one-hundred percent (100%) of the Performance-Qualified Shares certified by the Administrator for the Performance Period.. The shares of Common Stock that vest pursuant to this paragraph shall be issued or distributed on the date of Participant's cessation of Continuous Service or as soon as administratively practicable thereafter, but in no event later than the later of (i) the close of the calendar year in which such Separation from Service occurs or (ii) the fifteenth (15<sup>th</sup>) day of the third (3<sup>rd</sup>) calendar month following the date of such Separation from Service.

- If Participant's Continuous Service terminates by reason of his or her Retirement at least twelve (12) months following the Award Date but prior to the Certification Date, then Participant shall, following the completion of the Performance Period and the Certification Date, vest in one-hundred percent (100%) of the Performance-Qualified Shares certified by the Administrator for the Performance Period as if Participant had remained in Continuous Service through the Certification Date.

- If (i) Participant's Continuous Service terminates by reason of an involuntary termination other than for Cause, or his or her resignation due to Constructive Termination, at any time after the completion of the Performance Period but prior to the Certification Date and (ii) such termination of Continuous Service also occurs during a period while there is in effect a definitive executed agreement for the Change in Control transaction, then Participant shall vest in the number of Performance-Qualified Shares in which Participant could vest, based on the actual level at which the TSR Performance Goal is attained and certified for the Performance Period, had Participant remained in Continuous Service through such Certification Date.

- If Participant's Continuous Service ceases for any other reason (including, without limitation, any deemed cessation of Continuous Service under Paragraph 8 of this Agreement) prior to the Certification Date, then Participant shall not vest in any of the Performance-Qualified Shares, and all of Participant's right, title and



interest to the shares of Common Stock subject to this Award shall immediately terminate; *provided, however*, that should a Change in Control occur prior to the completion of the Performance Period, then the provisions of Paragraph 4 shall govern the vesting of the Performance Shares subject to this Award.

**REVENUE PERFORMANCE GOAL**

**GILEAD SCIENCES, INC.**  
**2004 EQUITY INCENTIVE PLAN**  
**PERFORMANCE SHARE AWARD AGREEMENT**

**RECITALS**

A. Gilead Sciences, Inc. (the “Company”) has implemented the Gilead Sciences, Inc. 2004 Equity Incentive Plan, as amended (the “Plan”) for the purpose of providing incentives to attract, retain and motivate eligible Employees, Directors and Consultants to continue their service relationship with the Company.

B. This Agreement is executed pursuant to, and is intended to carry out the purposes of, the Plan in connection with the Company’s issuance of shares of Common Stock to Participant thereunder.

C. All capitalized terms in this Performance Share Award Agreement (this “Agreement”) shall have the meaning assigned to them herein or in the attached Appendix A. Capitalized terms not defined herein or in the attached Appendix A shall have the meanings assigned to them in the Plan.

**NOW, THEREFORE** it is hereby agreed as follows:

**1. Grant of Performance Shares.** The Company hereby awards to Participant, as of the Award Date indicated below, an award (the “Award”) of Performance Shares under the Plan. This Agreement provides the Participant with the right to receive one or more shares of Common Stock on the designated issuance date for those shares, based upon the extent to which each Performance Share vests pursuant to the terms hereof. The Target Shares subject to this Award, the applicable performance-vesting and Continuous Service vesting requirements for each separate Tranche of this Award, the date or dates on which the shares of Common Stock that vest hereunder shall become issuable and the remaining terms and conditions governing this Award, including the applicable vesting acceleration provisions, shall be as set forth in this Agreement.

**AWARD SUMMARY**

Participant:

Award Date:

March 10, 2022

Target Number of Performance Shares:

The actual number of shares of Common Stock that may become issuable pursuant to the Performance Shares subject to this Agreement shall be determined in accordance with the performance-vesting and Continuous Service vesting provisions of attached Schedule I. For purposes of the applicable calculations under Schedule I, the target number of Performance Shares to be utilized is shares (the “**Target Shares**”).

The Performance Shares shall be divided into three separate Tranches with one third (1/3) of the Target Shares allocated to each such Tranche.

Vesting Schedule:

**Vesting Requirements.** Each Tranche of Performance Shares shall be subject to the performance-vesting and Continuous Service vesting requirements set forth for that particular Tranche in attached Schedule I and shall vest on the Certification Date (as defined in Appendix A).

**Change in Control Vesting.** The shares of Common Stock underlying each Tranche of Performance Shares may also vest on an accelerated basis in accordance with the applicable provisions of Paragraph 4 of this Agreement should a Change in Control occur after the start but prior to the completion of the Performance Period applicable to that particular Tranche or the Certification Date.

Issuance Date:

The shares of Common Stock which actually vest and become issuable pursuant to each Tranche of Performance Shares shall be issued in accordance with the provisions of this Agreement applicable to the particular circumstances under which such vesting occurs.

2. **Limited Transferability.** Prior to the actual issuance of the shares of Common Stock which vest hereunder, Participant may not transfer any interest in the Performance Shares subject to this Award or the underlying shares of Common Stock or pledge or otherwise hedge the sale of those Performance Shares or underlying shares, including (without limitation) any short sale or any acquisition or disposition of any put or call option or other instrument tied to the value of the underlying shares of Common Stock. However, any shares of Common Stock which vest hereunder but otherwise remain unissued at the time of Participant's death may be transferred to Participant's designated beneficiary or, if none, to Participant's estate.

3. **Stockholder Rights and Dividend Equivalents**

(a) The holder of this Award shall not have any stockholder rights, including voting, dividend or liquidation rights, with respect to the shares of Common Stock subject to the Award until Participant becomes the record holder of those shares upon their actual issuance following the Company's collection of the applicable Withholding Taxes.

(b) Notwithstanding the foregoing, if and to the extent that this Award is outstanding on the record date for any dividend or other distribution, whether regular or extraordinary and whether payable in cash, securities (other than Common Stock) or other property, and one or more shares of Common Stock subject to this Award on such record date have not otherwise vested and been delivered as of the payment date for such dividend or distribution and do not otherwise receive such dividend or distribution (i.e., those shares of Common Stock are not otherwise treated as issued and outstanding for purposes of entitlement to

the dividend or distribution pursuant to state law, the terms of such distribution or otherwise), then a special book account shall be established for Participant and credited with a phantom dividend that is equivalent to the actual dividend or distribution which would have been paid on such shares of Common Stock at the time subject to this Award had they been issued and outstanding and entitled to that dividend or distribution. As such shares of Common Stock subsequently vest hereunder, the phantom dividend equivalents so credited to those shares of Common Stock in the book account shall vest, and those vested dividend equivalents shall be distributed to Participant (in the form of additional shares of Common Stock or in such other form as the Administrator deems appropriate under the circumstances) concurrently with the issuance of the vested shares of Common Stock to which those phantom dividend equivalents relate and correspondingly as such shares of Common Stock are forfeited or cancelled under this Award the phantom dividend equivalents so credited to those shares of Common Stock in the book account shall be forfeited or cancelled. Each such distribution of phantom dividend equivalent amounts shall be subject to the Company's collection of any Withholding Taxes applicable to that distribution. The Administrator shall have the sole discretion to determine the dollar value of any dividend or distribution paid other than in the form of cash, and its determination shall be controlling. No dividend equivalent amount shall be paid or distributed on shares of Common Stock under this Award that are forfeited or that otherwise are not vested and issued or issuable under this Award.

**4. Change in Control.** The following provisions shall apply only to the extent a Change in Control is consummated prior to the Certification Date and shall have no force or effect if the effective date of the Change in Control occurs after the Certification Date:

(a) Should (i) the Change in Control occur during a Performance Period that is in effect at the time with respect to a particular Tranche of Performance Shares but prior to the completion of that Performance Period and (ii) Participant remains in Continuous Service through the effective date of that Change in Control, then Participant shall immediately vest in that number of shares of Common Stock equal to the Target Shares allocated to that particular Tranche, without any measurement of Performance Goal attainment to date with respect to that particular Tranche and without regard to the Continuous Service vesting provisions. To the extent a Performance Period for a particular Tranche of Performance Shares has not commenced prior to the effective date of the Change in Control, the Performance Shares allocated to that Tranche in accordance with Paragraph 1 of this Agreement and the provisions of attached Schedule I shall be cancelled, and Participant shall not have any further right or entitlement to receive any shares of Common Stock with respect to those cancelled Performance Shares.

(b) Should (i) the Change in Control occur at any time on or after the completion of the Performance Period applicable to a particular Tranche of Performance Shares but prior to the Certification Date and (ii) Participant remains in Continuous Service through the effective date of that Change in Control, then Participant shall immediately vest in that number of shares of Common Stock equal to the actual number of Performance-Qualified Shares (if any) at the time subject to that Tranche by reason of the level at which the Revenue Performance Goal for that Tranche was in fact attained for the Performance Period applicable to that Tranche, without regard to the Continuous Service vesting provisions.

(c) The foregoing provisions of this Paragraph 4 shall also apply should Participant's Continuous Service terminate, by reason of an involuntary termination (other than as a result of Retirement, death, or Permanent Disability) other than for Cause or his or her resignation due to Constructive Termination, at any time during the period beginning with the execution date of the definitive agreement for the Change in Control transaction and ending with the earlier of (i) the termination of the definitive agreement without the consummation of such Change in Control or (ii) the expiration of the Applicable Acceleration Period following the consummation of such Change in Control.

(d) Should Participant cease Continuous Service by reason of his or her Retirement at least twelve (12) months following the Award Date but prior to the Certification Date and during one or more Service Periods that are, pursuant to the provisions of attached Schedule I, in effect at that time with respect to one or more Tranches of Performance Shares and a Change in Control subsequently occurs prior to the Certification Date, then Participant shall, at the time of such Change in Control, immediately vest in that number of shares of Common Stock equal to the Target Shares allocated to that particular Tranche, without any measurement of Performance Goal attainment to date with respect to that particular Tranche and without regard to the Continuous Service vesting provisions. To the extent a Performance Period for a particular Tranche of Performance Shares has not commenced prior to the effective date of the Change in Control, the Performance Shares allocated to that Tranche in accordance with Paragraph 1 of this Agreement and the provisions of attached Schedule I shall be cancelled, and Participant shall not have any further right or entitlement to receive any shares of Common Stock with respect to those cancelled Performance Shares.

(e) The number of shares of Common Stock in which Participant vests determined in accordance with the foregoing provisions of this Paragraph 4 shall be converted into the right to receive for each such share the same consideration per share of Common Stock payable to the other stockholders of the Company in consummation of the Change in Control, and such consideration shall be distributed to Participant on the earlier of (i) the tenth (10th) business day following the effective date of the Change in Control, provided such Change in Control also constitutes a Qualifying Change in Control, or (ii) the date those shares would have been issued to Participant in accordance with Paragraph 6 in the absence of such Change in Control. Each issuance or distribution made under this Paragraph 4(e) shall be subject to the Company's collection of the applicable Withholding Taxes.

(f) Except for the actual number of shares of Common Stock in which Participant vests in accordance with this Paragraph 4, Participant shall cease to have any further right or entitlement to any additional shares of Common Stock under this Agreement following the effective date of the Change in Control.

(g) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

5. **Adjustment in Shares.** Should any change be made to the Common Stock by reason of any stock split, stock dividend, recapitalization, combination of shares, exchange of shares, spin-off transaction, extraordinary dividend or distribution or other change affecting the outstanding Common Stock as a class without the Company's receipt of consideration, or should the value of the outstanding shares of Common Stock be substantially reduced as a result of a spin-off transaction or an extraordinary dividend or distribution, or should there occur any merger, consolidation or other reorganization, then equitable adjustments shall be made by the Administrator to the total number and/or class of securities issuable pursuant to this Award in order to reflect such change. The determination of the Administrator shall be final, binding and conclusive. In the event of any Change in Control transaction, the provisions of Paragraph 4 shall also be applicable.

6. **Issuance or Distribution of Vested Shares or Other Amounts.**

(a) Except as otherwise provided in Paragraph 4 or Paragraph 7, the shares of Common Stock in which Participant vests pursuant to the performance-vesting and Continuous Service vesting provisions of attached Schedule I shall be issued in accordance with the following provisions:

- The issuance of the shares of Common Stock underlying each particular Tranche of Performance Shares shall be effected during the period beginning on the first (1st) business day of February of the calendar year immediately succeeding the end of the Tranche Three Performance Period and ending no later than March 15 of that calendar year.

(b) The Company shall, on the applicable issuance date, issue to or on behalf of Participant a certificate in electronic form for the shares of Common Stock in which Participant vests pursuant to the performance-vesting and Continuous Service vesting provisions of attached Schedule I and shall concurrently settle with Participant any phantom dividend equivalent amount with respect to those shares as provided in Paragraph 3.

(c) Except as otherwise provided in Paragraph 4, no shares of Common Stock shall be issued prior to the Certification Date. No fractional shares of Common Stock shall be issued pursuant to this Award, and any fractional share resulting from any calculation made in accordance with the terms of this Agreement shall be rounded down to the next whole share.

(d) Participant acknowledges that, regardless of any action the Employer may take with respect to any or all Withholding Taxes related to Participant's participation in the Plan and legally applicable to Participant, the ultimate liability for all Withholding Taxes is and remains Participant's responsibility and may exceed the amount actually withheld by the Employer. Participant further acknowledges that the Employer (i) makes no representations or undertakings regarding the treatment of any Withholding Taxes in connection with any aspect of the Award, including the grant, vesting or settlement of the Award, the issuance of shares of Common Stock or other property in settlement of the Award, the subsequent sale of the shares of Common Stock acquired pursuant to such issuance and the

receipt of any dividends and/or phantom dividend equivalent amount provided pursuant to Paragraph 3 and (ii) does not commit to, and is under no obligation to, structure the terms of the grant or any aspect of the Award to reduce or eliminate Participant's liability for Withholding Taxes or achieve any particular tax result. Further, if Participant is or becomes subject to Withholding Taxes in more than one jurisdiction, Participant acknowledges that the Employer (or former employer, as applicable) may withhold or account for Withholding Taxes in more than one jurisdiction.

(e) The Company shall collect, and Participant hereby authorizes the Company to collect, the Withholding Taxes with respect to the shares of Common Stock issued under this Agreement (including any shares of Common Stock issued in settlement of any phantom dividend equivalent amount as provided in Paragraph 3) through an automatic share withholding procedure pursuant to which the Company will withhold, immediately as the shares of Common Stock are issued under the Award, a portion of those shares with a Fair Market Value (measured as of the issuance date) equal to the amount of such Withholding Taxes (the "**Share Withholding Method**"). Notwithstanding the foregoing, the Share Withholding Method shall not be utilized if (i) such method is not permissible or advisable under local law or (ii) the Company otherwise decides no longer to utilize such method and provides Participant with notice to such effect.

(f) If the Share Withholding Method is to be utilized for the collection of Withholding Taxes, then the Company shall withhold the number of otherwise issuable shares of Common Stock necessary to satisfy the applicable Withholding Taxes based on the applicable minimum statutory rate or other applicable withholding rate, including maximum applicable rates, as determined by the Company in its sole discretion. If the maximum rate is used, any over- withheld amount will be refunded to Participant in cash by the Employer (with no entitlement to the Common Stock equivalent) or if not refunded, Participant may seek a refund from the appropriate tax authorities. If the obligation for Withholding Taxes is satisfied by using the Share Withholding Method, then Participant will, for tax purposes, be deemed to have been issued the full number of shares of Common Stock subject to the vested Award, notwithstanding that a number of shares of Common Stock are withheld solely for the purpose of paying the applicable Withholding Taxes.

(g) The Company shall have sole discretion to determine whether or not the Share Withholding Method shall be utilized for the collection of the applicable Withholding Taxes. Participant shall be notified (in writing or through the Company's electronic mail system) in the event the Company no longer intends to utilize the Share Withholding Method. Should any shares of Common Stock become issuable under the Award (including any shares of Common Stock issued in settlement of any phantom dividend equivalent amount as provided in Paragraph 3) at a time when the Share Withholding Method is not being utilized by the Company, then the Withholding Taxes shall be collected from Participant through a sale-to-cover transaction authorized by Participant, pursuant to which an immediate open-market sale of a portion of the shares of Common Stock issued to Participant will be effected, for and on behalf of Participant, by the Company's designated broker to cover the Withholding Tax liability estimated by the Company to be applicable to such issuance. Participant shall, promptly upon request from the Company, execute (whether manually or through electronic acceptance) an

appropriate sales authorization (in form and substance reasonably satisfactory to the Company) that authorizes and directs the broker to effect such open-market, sale-to-cover transactions and remit the sale proceeds, net of brokerage fees and other applicable charges, to the Company in satisfaction of the applicable Withholding Taxes. However, no sale-to-cover transaction shall be effected unless (i) such a sale is at the time permissible under the Company's insider trading policies governing the sale of Common Stock and (ii) the transaction is not otherwise deemed to constitute a prohibited loan under Section 402 of the Sarbanes-Oxley Act of 2002.

(h) If the Company determines that such sale-to-cover transaction is not permissible or advisable at the time or if Participant otherwise fails to effect a timely sales authorization as required by this Agreement, then the Company may, in its sole discretion, elect either to defer the issuance of the shares of Common Stock until such sale-to-cover transaction can be effected in accordance with Participant's executed sale directive or to collect the applicable Withholding Taxes through a wire transfer of funds from Participant to the Company in the amount of such Withholding Taxes or by withholding such amount from other wages payable to Participant. In no event shall any shares of Common Stock be issued in the absence of an arrangement reasonably satisfactory to the Company for the satisfaction of the applicable Withholding Taxes, and any such arrangement must be in compliance with any applicable requirements of Code Section 409A.

(i) The Company shall collect the Withholding Taxes with respect to any phantom dividend equivalent amount as provided in Paragraph 3 that is distributed in a form other than shares of Common Stock by withholding a portion of that distribution equal to the amount of the applicable Withholding Taxes, with the cash portion of the distribution to be the first portion so withheld, or through such other tax withholding arrangement as the Company deems appropriate, in its sole discretion.

(j) Notwithstanding the foregoing provisions of Paragraphs 6(d) through 6(i), the employee portion of the federal, state and local employment taxes required to be withheld by the Company in connection with the vesting (as determined under applicable tax laws) of the shares of Common Stock or any other amounts hereunder (the "Employment Taxes") shall in all events be collected from Participant no later than the last business day of the calendar year in which those shares or other amounts vest (as determined under applicable tax laws) hereunder. Accordingly, to the extent the applicable issuance date for one or more vested shares of Common Stock or the distribution date for such other amounts is to occur in a year subsequent to the calendar year in which those shares or other amounts vest, Participant shall, if so requested by the Company, on or before the last business day of the calendar year in which such shares or other amounts vest, deliver to the Company a check payable to its order (or a wire transfer of funds to the Company) in the dollar amount equal to the Employment Taxes required to be withheld with respect to those shares or other amounts. Alternatively, the Company may, in its sole discretion, elect to withhold the dollar amount equal to the Employment Taxes required to be withheld with respect to those shares or other amounts from other wages payable to Participant, or through such other tax withholding arrangement as the Company deems appropriate, in its sole discretion. The provisions of this Paragraph 6(j) shall be applicable only to the extent necessary to comply with the applicable tax withholding requirements of Code Section 3121(v).



(k) Except as otherwise provided in Paragraph 4 or this Paragraph 6, the settlement of all Performance Shares or Performance-Qualified Shares which vest under the Award shall be made solely in shares of Common Stock.

7. **Special Deferral Election.** Provided Participant is a U.S. tax resident and Participant timely submits a properly completed deferral election in a form provided by the Company, any shares of Common Stock that become issuable pursuant to this Agreement shall be distributed in accordance with the terms of such deferral election, subject to Participant's satisfaction of any applicable Withholding Taxes under Paragraph 6.

8. **Leaves of Absence.** For purposes of applying the various Continuous Service vesting provisions of this Agreement, Participant shall be deemed to cease Continuous Service on the commencement date of any leave of absence and not to remain in Continuous Service status during the period of that leave, except to the extent otherwise required under employment laws in the jurisdiction where Participant is employed or pursuant to the following policy:

- Participant shall be deemed to remain in Continuous Service status during (i) the first three (3) months of an approved personal leave of absence or (ii) the first seven (7) months of any bona fide leave of absence (other than an approved personal leave) and shall be deemed to cease Continuous Service upon the expiration of the applicable three (3)-month or seven (7)-month period.

- In no event, however, shall Participant be deemed, for vesting purposes hereunder, to remain in Continuous Service beyond the *earlier* of (i) the expiration date of that leave of absence, unless Participant returns to active Continuous Service or Employee status on or before that date, or (ii) the date Participant's Continuous Service or Employee status actually terminates by reason of his or her voluntary or involuntary termination or by reason of his or her death or Permanent Disability.

9. **Compliance with Laws and Regulations.** The issuance of shares of Common Stock pursuant to the Award shall be subject to compliance by the Company and Participant with all Applicable Laws relating thereto.

10. **Nature of Grant.** In accepting the grant, Participant acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the grant of the Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of Awards, or benefits in lieu of Awards, even if Awards have been granted in the past;

(c) all decisions with respect to future Awards or other grants, if any, will be at the sole discretion of the Company;

(d) Participant is voluntarily participating in the Plan;

(e) the Award and the shares of Common Stock subject to the Award, and the income and value of same, are not intended to replace any pension rights or compensation;

(f) the Award and the shares of Common Stock subject to the Award, and the income and value of same, are not part of normal or expected compensation for any purpose, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, leave-related payments, pension or retirement or welfare benefits or similar payments;

(g) the future value of the underlying shares of Common Stock is unknown, indeterminable and cannot be predicted with certainty;

(h) no claim or entitlement to compensation or damages shall arise from forfeiture of the Award resulting from the termination of Participant's Continuous Service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any), and in consideration of the grant of the Award to which Participant is otherwise not entitled, Participant irrevocably agrees never to institute any claim against the Company, any Related Entity or the Employer, waives Participant's ability, if any, to bring any such claim, and releases the Company, any Related Entity and the Employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Participant shall be deemed irrevocably to have agreed not to pursue such claim and agreed to execute any and all documents necessary to request dismissal or withdrawal of such claim;

(i) unless otherwise agreed with the Company in writing, the Award and the shares of Common Stock subject to the Award, and the income and value of same, are not granted as consideration for, or in connection with, any service Participant may provide as a director of the Company or a Related Entity; and

(j) unless otherwise provided in the Plan or by the Company in its discretion, the Award and the benefits evidenced by this Agreement do not create any entitlement to have the Award or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company.

**11. No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the underlying shares of Common Stock. Participant should consult with Participant's own personal tax, legal and financial advisors regarding Participant's participation in the Plan before taking any action related to the Plan or the Award.

**12. Notices.** Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Company at its principal corporate offices. Any notice required to be given or delivered to Participant shall be in writing and addressed to Participant at the most current address then indicated for Participant on the Company's employee records or shall be delivered electronically to Participant through the Company's electronic mail system or through an on-line brokerage firm authorized by the Company to effect sales of the Common Stock issued hereunder. All notices shall be deemed effective upon personal delivery or delivery through the Company's electronic mail system or upon deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

**13. Successors and Assigns.** Except to the extent otherwise provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and Participant, the legal representatives, heirs and legatees of Participant's estate

**14. Code Section 409A**

(a) It is the intention of the parties that the provisions of this Agreement shall, to the maximum extent permissible, comply with the requirements of the short-term deferral exception to Section 409A of the Code and Treasury Regulations Section 1.409A-1(b)(4) with respect to each Tranche of Performance Shares under this Award. Accordingly, to the extent there is any ambiguity as to whether one or more provisions of this Agreement would otherwise contravene the requirements or limitations of Code Section 409A applicable to such short-term deferral exception, then those provisions, as they apply to each Tranche, shall be interpreted and applied in a manner that does not result in a violation of the requirements or limitations of Code Section 409A and the Treasury Regulations thereunder that apply to such exception.

(b) However, to the extent this Agreement should be deemed to create a deferred compensation arrangement subject to the requirements of Code Section 409A with respect to one or more Tranches of the Performance Shares, whether by reason of a deferral election that satisfies the requirements of Paragraph 7 above or the pro-rata Continuous Service vesting provisions of this Agreement, then the following provisions shall apply with respect to any such Tranche, notwithstanding anything to the contrary set forth herein:

– No shares of Common Stock or other amounts which become issuable or distributable with respect to such Tranche by reason of Participant’s cessation of Continuous Service shall actually be issued or distributed to Participant until the date of Participant’s Separation from Service or as soon thereafter as administratively practicable, but in no event later than the later of (i) the close of the calendar year in which such Separation from Service occurs or (ii) the fifteenth (15th) day of the third (3rd) calendar month following the date of such Separation from Service.

– No shares of Common Stock or other amounts which become issuable or distributable with respect to such Tranche by reason of Participant’s cessation of Continuous Service shall actually be issued or distributed to Participant prior to the earlier of (i) the first (1st) day of the seventh (7th) month following the date of Participant’s Separation from Service or (ii) the date of Participant’s death, if Participant is deemed at the time of such Separation from Service to be a specified employee under Section 1.409A-1(i) of the Treasury Regulations issued under Code Section 409A, as determined by the Administrator in accordance with consistent and uniform standards applied to all other Code Section 409A arrangements of the Company, and such delayed commencement is otherwise required in order to avoid a prohibited distribution under Code Section 409A(a)(2). The deferred shares of Common Stock or other distributable amount shall be issued or distributed in a lump sum on the first (1st) day of the seventh (7th) month following the date of Participant’s Separation from Service or, if earlier, the first (1st) day of the month immediately following the date the Company receives proof of Participant’s death.

– No amounts that vest and become payable under Paragraph 4 of this Agreement with respect to that Tranche by reason of a Change in Control shall be distributed to Participant at the time of such Change in Control, unless that transaction also constitutes a Qualifying Change in Control. In the absence of such a Qualifying Change in Control, the distribution shall not be made until the date on which the shares of Common Stock to which those amounts pertain would have become issuable in accordance with the provisions of Paragraph 6(a) of this Agreement.

– If a deferral election under Paragraph 7 of this Agreement is in effect with respect to any Tranche of Performance Shares under this Award, no amounts that vest and become payable under Paragraph 4 with respect to that particular Tranche by reason of a Change in Control shall be distributed to Participant at the time of that Change in Control unless the transaction also constitutes a Qualifying Change in Control. In the absence of such a Qualifying Change in Control, the distribution shall not be made until the date on which the shares of Common Stock to which those amounts pertain would have become issuable in accordance with Participant’s deferral election under Paragraph 7 of this Agreement.

– The shares of Common Stock that are issuable pursuant to each Tranche of Performance Shares in accordance with the provisions of this Agreement and attached Schedule I shall be deemed a separate payment for purposes of Code Section 409A.

15. **Construction.** This Agreement and the Award evidenced hereby are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan. In the event of any conflict between the provisions of this Agreement and the terms of the Plan, the terms of the Plan shall be controlling. All decisions of the Administrator with respect to any question or issue arising under the Plan or this Agreement shall be conclusive and binding on all persons having an interest in the Award.

16. **Governing Law/Venue.** The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Delaware without resort to that State's conflict-of-laws rules. For purposes of any action, lawsuit or other proceedings brought to enforce this Agreement or otherwise relating to or arising from this Agreement, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the courts of San Mateo County, California, or the federal courts for the United States for the Northern District of California, and no other courts, where this grant is made and/or to be performed.

17. **Employment at Will.** Nothing in this Agreement or in the Plan shall confer upon Participant any right to remain in Continuous Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Employer or of Participant, which rights are hereby expressly reserved by each, to terminate Participant's Continuous Service at any time for any reason, with or without Cause.

18. **Plan Prospectus.** The official prospectus for the Plan is available on the Company's intranet at: Stock Awards section on GNET. Participant may also obtain a printed copy of the prospectus by contacting Stock Plan Services at [stockplanservices@gilead.com](mailto:stockplanservices@gilead.com).

19. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

20. **Severability.** The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

21. **Waiver.** Participant acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach of this Agreement.

22. **Insider Trading Restrictions/Market Abuse Laws.** Participant may be subject to insider trading restrictions and/or market abuse laws based on the exchange on which the shares of Common Stock are listed and in applicable jurisdictions including the United States and Participant's country or his or her broker's country, if different, which may affect Participant's ability to accept, acquire, sell or otherwise dispose of shares, rights to shares (e.g., Performance Shares) or rights linked to the value of shares of Common Stock (e.g., dividend equivalents) during such times as Participant is considered to have "inside information"

regarding the Company (as defined by the laws in applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Participant placed before he or she possessed inside information. Furthermore, Participant could be prohibited from (i) disclosing the inside information to any third party, which may include fellow employees and (ii) “tipping” third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. Participant acknowledges that it is Participant’s responsibility to comply with any applicable restrictions, and Participant should speak with his or her personal legal advisor on this matter.

**23. Imposition of Other Requirements.** The Company reserves the right to impose other requirements on Participant’s participation in the Plan, on the Award and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

**24. Participant Acceptance.** Participant must accept the terms and conditions of this Agreement either electronically through the electronic acceptance procedure established by the Company or through a written acceptance delivered to the Company in a form satisfactory to the Company. In no event shall any shares of Common Stock be issued (or other securities or property distributed) under this Agreement in the absence of such acceptance. By accepting the Award, Participant agrees that this Award is granted under and governed by the terms and conditions of the Plan and this Agreement. Participant has reviewed the Plan and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to accepting this Agreement and fully understands all provisions of the Plan and Agreement.

**IN WITNESS WHEREOF**, Gilead Sciences, Inc. has caused this Agreement to be executed on its behalf by its duly-authorized officer on the day and year first indicated above.

**GILEAD SCIENCES, INC.**

/s/ Jyoti Mehra

By: \_\_\_\_\_  
Jyoti Mehra

Title: EVP, Human Resources

**PARTICIPANT**

\_\_\_\_\_  
Signature

## **APPENDIX A**

### **DEFINITIONS**

The following definitions shall be in effect under the Agreement:

A. **Applicable Laws** shall mean the legal requirements relating to the Plan and the Awards under applicable provisions of U.S. federal securities laws, state corporate and securities laws, the Code, the rules of any applicable stock exchange, and the securities, tax and exchange control laws, rules, regulations, and requirements of any non-U.S. jurisdiction applicable to Awards granted to residents therein.

B. **Award Date** shall mean the date the Performance Shares are awarded to Participant pursuant to the Agreement and shall be the date indicated in Paragraph 1 of the Agreement.

C. **Certification Date** shall mean the date following the completion of the Tranche Three Performance Period on which the Administrator certifies the attained level of the Performance Goal applicable to Tranche Three.

D. **Change in Control** shall mean a change in ownership or control of the Company effected through the consummation of any of the following transactions:

(i) a sale, transfer or other disposition of all or substantially all of the Company's assets;

(ii) the closing of any transaction or series of related transactions pursuant to which any person or any group of persons comprising a "group" within the meaning of Rule 13d-5(b)(1) of the 1934 Act (other than the Company or a person that, prior to such transaction or series of related transactions, directly or indirectly controls, is controlled by or is under common control with, the Company) becomes directly or indirectly (whether as a result of a single acquisition or by reason of one or more acquisitions within the twelve (12)-month period ending with the most recent acquisition) the beneficial owner (within the meaning of Rule 13d-3 of the 1934 Act) of securities possessing (or convertible into or exercisable for securities possessing) more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities (as measured in terms of the power to vote with respect to the election of Board members) outstanding immediately after the consummation of such transaction or series of related transactions, whether such transaction involves a direct issuance from the Company or the acquisition of outstanding securities held by one or more of the Company's existing stockholders or an acquisition, consolidation or other reorganization to which the Company is a party; or



(iii) a change in the composition of the Board over a period of twelve (12) consecutive months or less such that a majority of the Board members ceases, by reason of one or more contested elections for Board membership, to be comprised of individuals who either (A) have been Board members continuously since the beginning of such period or (B) have been elected or nominated for election as Board members during such period by at least a majority of the Board members described in clause (A) who were still in office at the time the Board approved such election or nomination.

In no event, however, shall a Change in Control be deemed to occur upon a merger, consolidation or other reorganization effected primarily to change the State of the Company's incorporation or to create a holding company structure pursuant to which the Company becomes a wholly-owned subsidiary of an entity whose outstanding voting securities immediately after its formation are beneficially owned, directly or indirectly and in substantially the same proportion, by the persons who beneficially owned the Company's outstanding voting securities immediately prior to the formation of such entity. Should such holding company structure or other Parent entity be established for the Company, then subparagraph (iii) shall be applied solely to the board of directors of that holding company or Parent entity.

E. **Company** shall mean Gilead Sciences, Inc., a Delaware corporation, and any successor corporation to all or substantially all of the assets or voting stock of Gilead Sciences, Inc. which shall by appropriate action adopt the Plan.

F. **Continuous Service** shall mean the performance of services for the Company or a Related Entity (whether now existing or subsequently established) by a person in the capacity of an Employee, Director or Consultant. For purposes of this Agreement, Participant shall be deemed to cease Continuous Service immediately upon the occurrence of either of the following events: (i) Participant no longer performs services in any of the foregoing capacities for the Company or any Related Entity or (ii) the entity for which Participant is performing such services ceases to remain a Related Entity of the Company, even though Participant may subsequently continue to perform services for that entity. The Administrator shall have the exclusive discretion to determine when Participant ceases Continuous Service for purposes of the Award.

G. **Employee** shall mean an individual who is in the employ of the Company (or any Related Entity), subject to the control and direction of the employer entity as to both the work to be performed and the manner and method of performance.

H. **Employer** shall mean the Company or any Related Entity employing Participant.

I. **Fair Market Value** per share of Common Stock on any relevant date shall be the closing price per share of Common Stock (or the closing bid, if no sales were reported) on that date, as quoted on the Stock Exchange that is at the time serving as the primary trading market for the Common Stock; provided, however, that if there is no reported closing price or closing bid for that date, then the closing price or closing bid, as applicable, for the last trading date on which such closing price or closing bid was quoted shall be determinative of such Fair Market

Value. The applicable quoted price shall be as reported in The Wall Street Journal or such other source as the Administrator deems reliable.

J. **1934 Act** shall mean the U.S. Securities Exchange Act of 1934, as amended from time to time.

K. **Parent** shall mean any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, provided each corporation in the unbroken chain (other than the Company) owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

L. **Participant** shall mean the person to whom the Award is made pursuant to the Agreement.

M. **Performance Goal** shall mean, with respect to each separate Tranche of Performance Shares, the net product revenue performance goal established or to be established for that Tranche at one or more designated levels of attainment in accordance with the provisions of attached Schedule I (the "**Revenue Performance Goal**") that must be subsequently attained in order to satisfy the performance-vesting requirement for the shares of Common Stock allocated to that particular Tranche.

N. **Performance Period** shall mean the one-year period specified on attached Schedule I for each separate Tranche of Performance Shares over which the attainment of the Revenue Performance Goal applicable to that particular Tranche is to be measured.

O. **Performance-Qualified Shares** shall mean, with respect to each separate Tranche of Performance Shares, the maximum number of shares of Common Stock in which Participant can vest based on the level at which the Performance Goal applicable to that particular Tranche is in fact attained and shall be calculated in accordance with the provisions of attached Schedule I. Each Performance-Qualified Share that vests pursuant to the terms of the Award shall entitle Participant to receive one share of Common Stock.

P. **Permanent Disability** shall mean the inability of Participant to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment expected to result in death or to be of continuous duration of twelve (12) months or more. The Administrator shall have the exclusive discretion to determine when Permanent Disability has occurred for purposes of this Agreement.

Q. **Qualifying Change in Control** shall mean a change in control of ownership of the Company effected by one or more of the following transactions:

(i) a merger or consolidation in which the Company is not the surviving entity and in which one person or a group of related persons (other than the Company or a person that directly or indirectly controls, is controlled by, or is under common control with, the Company) acquires ownership of securities possessing more than fifty percent

(50%) of the total combined voting power of the Company's outstanding securities or constituting more than fifty percent (50%) of the total fair market value of the Company's outstanding securities;

(ii) the sale, transfer or other disposition of all or substantially all of the assets of the Company in complete liquidation or dissolution of the Company;

(iii) any reverse merger in which the Company is the surviving entity but in which one person or a group of related persons (other than the Company or a person that directly or indirectly controls, is controlled by, or is under common control with, the Company) acquires ownership of securities possessing more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities or constituting more than fifty percent (50%) of the total fair market value of the Company's outstanding securities;

(iv) the acquisition, directly or indirectly, by any person or related group of persons (other than the Company or a person that directly or indirectly controls, is controlled by, or is under common control with, the Company) of beneficial ownership of securities possessing more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities or constituting more than fifty percent (50%) of the total fair market value of the Company's outstanding securities pursuant to a tender or exchange offer made directly to the Company's stockholders; or

(v) a change in the composition of the Board over a period of twelve (12) consecutive months or less such that a majority of the Board members ceases, by reason of one or more contested elections for Board membership, to be comprised of individuals who either (A) have been Board members continuously since the beginning of such period or (B) have been elected or nominated for election as Board members during such period by at least a majority of the Board members described in clause (A) who were still in office at the time the Board approved such election or nomination.

The foregoing definition of Qualifying Change in Control shall in all instances be applied and interpreted in such manner that the applicable Qualifying Change in Control transaction that serves as an issuance event for the shares of Common Stock subject to this Award (or distribution event for any amounts relating to those shares) that vest upon the occurrence of a Change in Control and are otherwise at the time subject to the issuance or distribution restrictions of Code Section 409A will also qualify as: (i) a change in the ownership of the Company, as determined in accordance with Section 1.409A-3(i)(5)(v) of the Treasury Regulations, (ii) a change in the effective control of the Company, as determined in accordance with Section 1.409A-3(i)(5)(vi) of the Treasury Regulations, or (iii) a change in the ownership of a substantial portion of the assets of the Company, as determined in accordance with Section 1.409A-3(i)(5)(vii) of the Treasury Regulations.

R. **Related Entity** shall mean (i) any Parent or Subsidiary of the Company and (ii) any corporation in an unbroken chain of corporations beginning with the Company and ending with the corporation in the chain for which Participant provides services as an Employee,

Director or Consultant, provided each corporation in such chain owns securities representing at least fifty percent (50%) of the total outstanding voting power of the outstanding securities of another corporation or entity in such chain.

S. **Retirement** shall mean Participant's cessation of Continuous Service on or after the date on which he or she (i) attains age 55 and completes at least ten (10) years of Continuous Service or (ii) attains age 65.

T. **Separation from Service** shall mean Participant's cessation of Employee status by reason of his or her death, Retirement or termination of employment. Participant shall be deemed to have terminated employment for such purpose at such time as the level of his or her bona fide services to be performed as an Employee (or as a consultant or independent contractor) permanently decreases to a level that is not more than twenty percent (20%) of the average level of services he or she rendered as an Employee during the immediately preceding thirty-six (36) months (or such shorter period for which he or she may have rendered such services). Solely for purposes of determining when a Separation from Service occurs, Participant will be deemed to continue in "Employee" status for so long as he or she remains in the employ of one or more members of the Employer Group, subject to the control and direction of the employer entity as to both the work to be performed and the manner and method of performance. "Employer Group" means the Company and any Parent or Subsidiary and any other corporation or business controlled by, controlling or under common control with, the Company, as determined in accordance with Sections 414(b) and (c) of the Code and the Treasury Regulations thereunder, except that in applying Sections 1563(1), (2) and (3) of the Code for purposes of determining the controlled group of corporations under Section 414(b), the phrase "at least 50 percent" shall be used instead of "at least 80 percent" each place the latter phrase appears in such sections and in applying Section 1.414(c)-2 of the Treasury Regulations for purposes of determining trades or businesses that are under common control for purposes of Section 414(c), the phrase "at least 50 percent" shall be used instead of "at least 80 percent" each place the latter phrase appears in Section 1.414(c)-2 of the Treasury Regulations. Any such determination as to Separation from Service, however, shall be made in accordance with the applicable standards of the Treasury Regulations issued under Section 409A of the Code.

U. **Service Period** shall mean, with respect to each Tranche of Performance Shares, the applicable service period specified for that particular Tranche in attached Schedule I over which the Continuous Service vesting requirement in effect for that Tranche is to be measured.

V. **Stock Exchange** shall mean the American Stock Exchange, the Nasdaq Global or Global Select Market or the New York Stock Exchange.

W. **Subsidiary** shall mean any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, provided each corporation (other than the last corporation) in the unbroken chain owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

X. **Tranche** shall mean the three separate tranches (Tranche One, Tranche Two and Tranche Three) into which the Performance Shares subject to this Award are divided in accordance with the provisions of Paragraph 1 of this Agreement and attached Schedule I.

Y. **Withholding Taxes** shall mean any and all income taxes (including U.S. federal, state and local tax) and the employee portion of the federal state and local taxes (including social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items) required or permitted to be withheld by the Company and/or the Employer in connection with any taxable or tax withholding event, as applicable, attributable to the Award or Participant's participation in the Plan.

## SCHEDULE I

### PERFORMANCE GOALS AND PERFORMANCE PERIODS FOR THE THREE TRANCHEs OF PERFORMANCE SHARES

#### ***ESTABLISHMENT OF SEPARATE TRANCHEs***

The Target Shares subject to the Award have, in accordance with Paragraph 1 of this Agreement, been divided into three (3) separate Tranche: Tranche One, Tranche Two and Tranche Three. Each separate Tranche shall cover one-third of the Target Shares and shall have its own separate Performance Period and Service Period.

#### ***PERFORMANCE PERIOD FOR TRANCHE ONE***

The measurement period for the Performance Goal for the Performance Shares allocated to Tranche One shall be the one-year period coincident with the Company's 2022 fiscal year (the "***Tranche One Performance Period***").

#### ***SERVICE PERIOD FOR TRANCHE ONE***

The applicable Service Period for the Continuous Service vesting condition for Tranche One shall be the period beginning January 1, 2022 and ending on the Certification Date.

#### ***PERFORMANCE GOAL FOR PERFORMANCE VESTING FOR TRANCHE ONE***

***Performance Goal for Tranche One:*** The performance-vesting requirement for the Performance Shares allocated to Tranche One shall be tied to the Company's recognition of net product revenue for the Tranche One Performance Period in a dollar amount ranging from \$21,790 Billion at twenty percent (20%) threshold level attainment to \$24,211 Billion at target level attainment and to \$25,422 Billion at maximum level attainment, with the net product revenue goal at any other point within such range to be in the dollar amount determined on a straight-line interpolated basis pursuant to the 2022 Fiscal Year Revenue Goal/Revenue Payout Slope set forth below. For purposes of determining whether such Revenue Performance Goal is attained, the actual level of net product revenue recognized by the Company for the Tranche One Performance Period shall be the net product revenue of the Company and its consolidated subsidiaries that is reported on a consolidated basis in the Company's audited consolidated financial statements for the fiscal year coincident with the Tranche One Performance Period, adjusted, however, to factor out (i) the effect of any changes in applicable accounting principles that occur after the start of such period and (ii) any product revenue realized during the 2022 fiscal year by any entity acquired by the Company during that year.

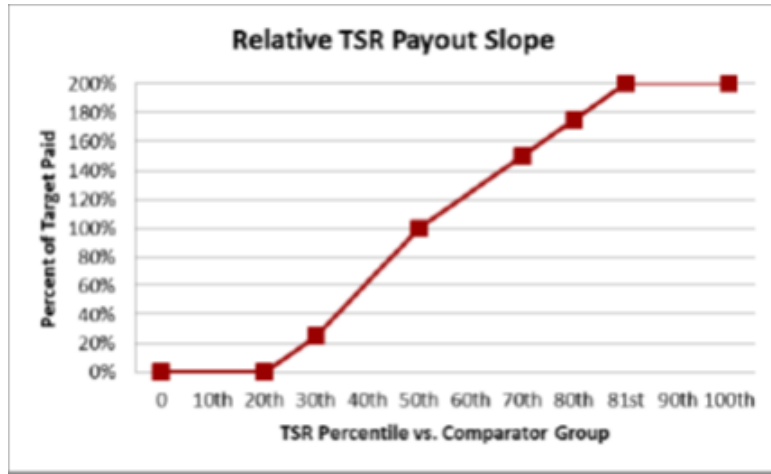
***Performance-Qualified Shares:*** Within sixty-five (65) days after the completion of the Tranche One Performance Period, the Administrator shall determine and certify the actual dollar amount of net product revenue recognized by the Company on a consolidated basis for the Tranche One Performance Period. The actual number of Performance-Qualified Shares that results from such certification (the "***Tranche One Performance-Qualified Shares***") may range from 0% to 200% of the Target Shares allocated to Tranche One in accordance with Paragraph 1 of this Agreement, as such number may be adjusted from time to time pursuant to the provisions

of Paragraph 5 of this Agreement. The actual percentage shall be determined on the basis of the dollar amount of net product revenue that the Administrator certifies has in fact been recognized for the Tranche One Performance Period, as measured and reported on a consolidated basis with the Company's subsidiaries in accordance with the Company's audited consolidated financial statements for the Company's fiscal year coincident with the Tranche One Performance Period; **provided, however**, that the maximum number of the shares of Common Stock that may qualify as Tranche One Performance-Qualified Shares may not exceed 200% of the Target Shares allocated to Tranche One in accordance with Paragraph 1 of this Agreement, as such number may be adjusted from time to time pursuant to the provisions of Paragraph 5 of this Agreement.

***Payout Slope for Determining Number of Performance-Qualified Shares Based on Attained Level of Tranche One Performance Goal:*** The number of shares of Common Stock that may qualify as Tranche One Performance-Qualified Shares on the basis of the certified dollar amount of net product revenue recognized by the Company on a consolidated basis for the Tranche One Performance Period shall be calculated by multiplying the number of Target Shares allocated to Tranche One in accordance with Paragraph 1 of this Agreement (as such number may be adjusted from time to time pursuant to the provisions of Paragraph 5 of this Agreement) by the applicable percentage determined in accordance with the following revenue goal/payout slope for the Tranche One Performance Goal (with appropriate straight-line interpolation for any attained level within two otherwise designated levels in such slope):

#### SCHEDULE I-2

**2022 FISCAL YEAR REVENUE GOAL/REVENUE PAYOUT SLOPE**



<b>Net Product Revenue Achievement (in millions)</b>	<b>% of Target</b>	<b>Performance Shares Earned Under Tranche</b>
\$21,790	90.0%	20%
\$24,211	100.0%	100%
\$24,816	102.5%	150%
\$25,422	105.0%	200%

SCHEDULE I-3



### **PERFORMANCE PERIOD FOR TRANCHE TWO**

The measurement period for the Performance Goal for the Performance Shares allocated to Tranche Two shall be the one-year period coincident with the Company's 2023 fiscal year (the "**Tranche Two Performance Period**").

### **SERVICE PERIOD FOR TRANCHE TWO**

The applicable Service Period for the Continuous Service vesting condition for Tranche Two shall be the period beginning January 1, 2023 and ending on the Certification Date.

### **PERFORMANCE GOAL FOR PERFORMANCE VESTING FOR TRANCHE TWO**

**Performance Goal for Tranche Two:** The performance-vesting requirement for the Performance Shares allocated to Tranche Two shall be tied to the Company's recognition of net product revenue for the Tranche Two Performance Period in the dollar amounts (at threshold, target and maximum levels, with appropriate straight-line interpolation between any two such designated levels) to be set by the Administrator no later than ninety (90) days after the start of that performance period. The Performance Goal for the Tranche Two Performance Period shall be the same as the Performance Goal for the Tranche One Performance Period for any Performance Share Award granted to you in 2023, unless you are notified otherwise in writing promptly following the Administrator's establishment of the applicable Performance Goal for the Tranche Two Performance Period.

**Performance-Qualified Shares:** Within sixty-five (65) days after the completion of the Tranche Two Performance Period, the Administrator shall determine and certify the actual dollar amount of net product revenue recognized by the Company on a consolidated basis for the Tranche Two Performance Period. The actual number of Performance-Qualified Shares that results from such certification (the "**Tranche Two Performance-Qualified Shares**") may range from 0% to 200% of the Target Shares allocated to Tranche Two in accordance with Paragraph 1 of this Agreement, as such number may be adjusted from time to time pursuant to the provisions of Paragraph 5 of this Agreement. The actual percentage shall be determined on the basis of the dollar amount of net product revenue that the Administrator certifies has in fact been recognized for the Tranche Two Performance Period, as measured and reported on a consolidated basis with the Company's subsidiaries in accordance with the Company's audited consolidated financial statements for the Company's fiscal year coincident with the Tranche Two Performance Period; **provided, however**, that the maximum number of the shares of Common Stock that may qualify as Tranche Two Performance-Qualified Shares may not exceed 200% of the Target Shares allocated to Tranche Two in accordance with Paragraph 1 of this Agreement, as such number may be adjusted from time to time pursuant to the provisions of Paragraph 5 of this Agreement.

**Payout Slope for Determining Number of Performance-Qualified Shares Based on Attained Level of Tranche Two Performance Goal:** The number of shares of Common Stock that may qualify as Tranche Two Performance-Qualified Shares on the basis of the certified dollar amount of net product revenue recognized by the Company on a consolidated basis for the Tranche Two Performance Period shall be calculated by multiplying the number of Target Shares allocated to Tranche Two in accordance with Paragraph 1 of this Agreement (as such number

may be adjusted from time to time pursuant to the provisions of Paragraph 5 of this Agreement) by the applicable percentage determined in accordance with the payout slope (with appropriate straight-line interpolation for any attained level within two otherwise designated levels in such slope) approved by the Administrator at the same time it establishes the applicable Performance Goal for the Tranche Two Performance Period.

#### **PERFORMANCE PERIOD FOR TRANCHE THREE**

The measurement period for the Performance Goal for the Performance Shares allocated to Tranche Three shall be the one-year period coincident with the Company's 2024 fiscal year (the "**Tranche Three Performance Period**").

#### **SERVICE PERIOD FOR TRANCHE THREE**

The applicable Service Period for the Continuous Service vesting condition for Tranche Three shall be the period beginning January 1, 2024 and ending on the Certification Date.

#### **PERFORMANCE GOAL FOR PERFORMANCE VESTING FOR TRANCHE THREE**

**Performance Goal for Tranche Three:** The performance-vesting requirement for the Performance Shares allocated to Tranche Three shall be tied to the Company's recognition of net product revenue for the Tranche Three Performance Period in the dollar amounts (at threshold, target and maximum levels, with appropriate straight-line interpolation between any two such designated levels) to be set by the Administrator no later than ninety (90) days after the start of that performance period. The Performance Goal for the Tranche Three Performance Period shall be the same as the Performance Goal for the Tranche One Performance Period for any Performance Share Award granted to you in 2024, unless you are notified otherwise in writing promptly following the Administrator's establishment of the applicable Performance Goal for the Tranche Three Performance Period.

**Performance-Qualified Shares:** Within sixty-five (65) days after the completion of the Tranche Three Performance Period, the Administrator shall determine and certify the actual dollar amount of net product revenue recognized by the Company on a consolidated basis for the Tranche Three Performance Period. The actual number of Performance-Qualified Shares that results from such certification (the "**Tranche Three Performance-Qualified Shares**") may range from 0% to 200% of the Target Shares allocated to Tranche Three in accordance with Paragraph 1 of this Agreement, as such number may be adjusted from time to time pursuant to the provisions of Paragraph 5 of this Agreement. The actual percentage shall be determined on the basis of the dollar amount of net product revenue that the Administrator certifies has in fact been recognized for the Tranche Three Performance Period, as measured on a consolidated basis with the Company's subsidiaries in accordance with the Company's audited consolidated financial statements for the Company's fiscal year coincident with the Tranche Three Performance Period; **provided, however**, that the maximum number of the shares of Common Stock that may qualify as Tranche Three Performance-Qualified Shares may not exceed 200% of the Target Shares allocated to Tranche Three in accordance with Paragraph 1 of this Agreement, as such number may be adjusted from time to time pursuant to the provisions of Paragraph 5 of this Agreement.

***Payout Slope for Determining Number of Performance-Qualified Shares Based on Attained Level of Tranche Three Performance Goal:*** The number of shares of Common Stock that may qualify as Tranche Three Performance-Qualified Shares on the basis of the certified dollar amount of net product revenue recognized by the Company on a consolidated basis for the Tranche Three Performance Period shall be calculated by multiplying the number of Target Shares allocated to Tranche Three in accordance with Paragraph 1 of this Agreement (as such number may be adjusted from time to time pursuant to the provisions of Paragraph 5 of this Agreement) by the applicable percentage determined in accordance with the payout slope (with appropriate straight-line interpolation for any attained level within two otherwise designated levels in such slope) approved by the Administrator at the same time it establishes the applicable Performance Goal for the Tranche Three Performance Period.

***CONTINUOUS SERVICE VESTING REQUIREMENT FOR PERFORMANCE-QUALIFIED SHARES***

The number of shares of Common Stock in which Participant may actually vest on the basis of the number of Performance-Qualified Shares certified by the Administrator for each separate Tranche of Performance Shares in accordance with the foregoing provisions shall be tied to his or her completion of the following Continuous Service vesting requirement applicable to each such Tranche:

- If Participant remains in Continuous Service through the Certification Date, Participant shall vest in one hundred percent (100%) of the Performance-Qualified Shares certified by the Administrator for that Tranche.

- If Participant's Continuous Service terminates prior to the Certification Date by reason of death or Permanent Disability, then: (a) if such cessation of Continuous Service occurs at any time on or after the completion of the Performance Period applicable to a particular Tranche of Performance Shares, Participant shall immediately vest in the number of shares of Common Stock equal to the actual number of Performance-Qualified Shares (if any) that was earned for the Performance Period applicable to that Tranche, and (b) if such cessation of Continuous Service occur prior to the completion of the Performance Period applicable to a particular Tranche of Performance Shares, Participant shall immediately vest in the Target Shares allocated to that particular Tranche. The shares of Common Stock that vest pursuant to this paragraph shall be issued or distributed on the date of Participant's cessation of Continuous Service or as soon as administratively practicable thereafter, but in no event later than the later of (i) the close of the calendar year in which such Separation from Service occurs or (ii) the fifteenth (15th) day of the third (3rd) calendar month following the date of such Separation from Service.

- If Participant's Continuous Service terminates prior to the Certification Date but at least twelve (12) months following the Award Date by reason of Retirement, then Participant shall, following the Certification Date, vest in one hundred percent (100%) of the Performance-Qualified Shares certified by the Administrator for that Tranche as if Participant had remained in Continuous Service through the Certification Date.

- If Participant's Continuous Service ceases for any other reason (including, without limitation, any deemed cessation of Continuous Service under Paragraph 8 of this Agreement) prior to the Certification Date, then Participant shall not vest in any of the Performance-Qualified Shares covered by any Tranche, and all of Participant's right, title and interest to the shares of Common Stock underlying each Tranche shall immediately terminate; *provided, however*, that should a Change in Control occur prior to the Certification Date, then the provisions of Paragraph 4 of the Agreement shall govern the vesting of the Performance Shares (if any) allocated to each Tranche.

- Notwithstanding anything to the contrary in the foregoing provisions of this Continuous Service section, should Participant's Continuous Service cease for any reason (other than Participant's death or Permanent Disability) prior to the start of the Service Period specified above for any particular Tranche of Performance Shares, then Participant shall not vest in any of the Performance Shares allocated to that Tranche, and all of Participant's right, title and interest to the shares of Common Stock underlying that Tranche shall immediately terminate.

#### SCHEDULE I-7

**GILEAD SCIENCES, INC.**  
**2004 EQUITY INCENTIVE PLAN**  
**GLOBAL RESTRICTED STOCK UNIT ISSUANCE AGREEMENT**

**RECITALS**

A. The Board has adopted the Plan for the purpose of providing incentives to attract, retain and motivate eligible Employees, Directors and Consultants.

B. This Agreement is executed pursuant to, and is intended to carry out the purposes of, the Plan in connection with the Company's issuance of shares of Common Stock to Participant thereunder.

C. All capitalized terms in this Agreement shall have the meaning assigned to them herein and in the attached Appendix.

**NOW, THEREFORE**, the Company hereby awards Restricted Stock Units to Participant upon the following terms and conditions:

1. **Grant of Restricted Stock Units**. The Company hereby awards to Participant, as of the Award Date indicated below, Restricted Stock Units under the Plan. Each Restricted Stock Unit that vests hereunder will entitle Participant to receive one share of Common Stock on the specified issuance date for that unit. The number of Shares subject to the awarded Restricted Stock Units, the applicable vesting schedule for those Shares, the dates on which those vested Shares shall become issuable to Participant and the remaining terms and conditions governing the Award shall be as set forth in this Agreement.

**AWARD SUMMARY**

Participant:

Award Date:

Number of Shares Subject

to Award:

**shares of Common Stock (the "Shares")**

Vesting Schedule:

The Shares have a four-year vesting schedule. 25% vest on the first anniversary of the Award Date. The balance will vest 6.25% quarterly thereafter until fully vested. However, one or more Shares may be subject to accelerated vesting in accordance with the provisions of Paragraph 3 or 5 of this Agreement.

Issuance Schedule

The Shares in which Participant vests in accordance with the Normal Vesting Schedule shall become issuable pursuant to the Plan on the applicable annual vesting date, subject to the Company's collection of the applicable Withholding Taxes. In no event will the Shares in which Participant so vests be issued after the later of (i) the close of the calendar year in which the Shares vest pursuant to the Normal Vesting Schedule or (ii) the fifteenth (15th) day of the third (3rd) calendar month following such vesting date. The procedures pursuant to which the applicable Withholding Taxes are to be collected are set forth in Paragraph 7 of this Agreement.

2. **Limited Transferability.** Prior to actual receipt of the Shares which vest hereunder, Participant may not transfer any interest in the Award or the underlying Shares or pledge or otherwise hedge the sale of those Shares, including (without limitation) any short sale or any acquisition or disposition of any put or call option or other instrument tied to the value of the underlying Shares. However, any Shares which vest hereunder but which otherwise remain unissued at the time of Participant's death may be transferred to Participant's designated beneficiary or, if none, to Participant's estate.

3. **Cessation of Service.**

(a) Except as otherwise provided in this Paragraph 3 or in Paragraph 5 below, should Participant cease Continuous Service for any reason prior to vesting in one or more Shares pursuant to the Normal Vesting Schedule, then the Award will be immediately cancelled with respect to those unvested Shares, and the number of Restricted Stock Units will be reduced accordingly. Participant shall thereupon cease to have any right or entitlement to receive any Shares under those cancelled units.

(b) Should Participant (i) cease Continuous Service at least twelve (12) months following the Award Date and (ii) (1) after attaining age 55 and completing at least ten (10) years of Continuous Service or (2) after attaining age 65, then Participant shall continue to vest in unvested Shares granted hereunder in accordance with the Normal Vesting Schedule as if such Participant had remained in Continuous Service. Any Shares which vest pursuant to this Subparagraph shall be issuable as set forth in Paragraph 1 above. Notwithstanding the foregoing, if the Company receives an opinion of counsel that there has been a legal judgment and/or legal development in Participant's jurisdiction that would likely result in the favorable treatment applicable to the Award pursuant to this subparagraph (b) being deemed unlawful and/or discriminatory, then the Company will not apply this favorable treatment at the time of Participant's cessation of Continuous Service, and the Award will be treated as set forth in Subparagraph 3(a). Furthermore, if Participant is located in Australia, Hong Kong, the Netherlands, or Taiwan, he or she shall not be eligible for the provisions of this Subparagraph 3(b) and the Award will be treated as set forth in the Subparagraph 3(a).

(c) Should Participant cease Continuous Service as a result of Participant's death or Permanent Disability, then Participant shall immediately vest in all the unvested Shares at the time subject to this Award. The Shares that vest pursuant to this Paragraph 3(c) shall be issued or distributed on the date of Participant's cessation of Continuous Service or as soon as administratively practicable thereafter, but in no event later than the later of (i) the close of the calendar year in which such Separation from Service occurs or (ii) the fifteenth (15th) day of the third (3rd) calendar month following the date of such Separation from Service.

(d) Notwithstanding any other provision hereof, should Participant's Continuous Service be terminated for Cause (or for a reason that is comparable to termination for Cause under employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any), or should Participant engage in any other conduct, while in Continuous Service or following cessation of Continuous Service, that is materially detrimental to the business or affairs of the Company (or any Related Entity), as determined in

the sole discretion of the Administrator, then this Award will be immediately cancelled with respect to all Shares, whether or not vested at the time. Participant shall thereupon cease to have any right or entitlement to receive any Shares under those cancelled units.

4. **Stockholder Rights and Dividend Equivalents.**

(a) The holder of this Award shall not have any stockholder rights, including voting, dividend or liquidation rights, with respect to the Shares subject to the Award until Participant becomes the record holder of those Shares upon their actual issuance following the Company's collection of the applicable Withholding Taxes.

(b) Notwithstanding the foregoing, if and to the extent that this Award is outstanding on the record date for any dividend or other distribution, whether regular or extraordinary and whether payable in cash, securities (other than Common Stock) or other property, and one or more Shares subject to this Award on such record date have not otherwise vested and been delivered as of the payment date for such dividend or distribution and do not otherwise receive such dividend or distribution (i.e., those Shares are not otherwise treated as issued and outstanding for purposes of entitlement to the dividend or distribution pursuant to state law, the terms of such distribution or otherwise), then a special book account shall be established for Participant and credited with a phantom dividend that is equivalent to the actual dividend or distribution which would have been paid on such Shares at the time subject to this Award had they been issued and outstanding and entitled to that dividend or distribution. As such Shares subsequently vest hereunder, the phantom dividend equivalents so credited to those Shares in the book account shall vest, and those vested dividend equivalents shall be distributed to Participant (in the form of additional Shares or in such other form as the Administrator deems appropriate under the circumstances) concurrently with the issuance of the vested Shares to which those phantom dividend equivalents relate and correspondingly as such Shares are forfeited or cancelled under this Award the phantom dividend equivalents so credited to those Shares in the book account shall be forfeited or cancelled. Each such distribution of dividend equivalent amounts shall be subject to the Company's collection of any Withholding Taxes applicable to that distribution. The Administrator shall have the sole discretion to determine the dollar value of any dividend or distribution paid other than in the form of cash, and its determination shall be controlling. No dividend equivalent amount shall be paid or distributed on shares of Common Stock under this Award that are forfeited or that otherwise do not vest and are not issued or issuable under this Award.

(c) Should Participant cease Continuous Service without vesting in one or more of the Shares subject to this Award (including any Shares which do not or will not otherwise vest after taking into account any applicable vesting acceleration or continuation provisions set forth in Paragraph 3 or 5 of this Agreement), then the phantom dividend equivalents credited to those unvested Shares shall be cancelled, and Participant shall thereupon cease to have any further right or entitlement to those cancelled amounts.

## 5. **Change in Control.**

(a) Any Restricted Stock Units subject to this Award at the time of a Change in Control may be (i) assumed or otherwise continued in full force and effect by the surviving corporation, (ii) replaced with an economically-equivalent substitute award or (iii) replaced with a cash retention program of the successor corporation that is in a dollar amount equal to the Fair Market Value of the Shares underlying those Restricted Stock Units (as measured immediately prior to the Change in Control) and provides for the subsequent vesting and payout of that dollar amount in accordance with the same vesting and issuance provisions that would otherwise be in effect for those Shares in the absence of the Change in Control. In the event of such assumption or continuation of the Award or such replacement of the Award with an economically-equivalent award or cash retention program, no accelerated vesting of the Restricted Stock Units shall occur at the time of the Change in Control. Notwithstanding the foregoing, no such cash retention program shall be established for the Restricted Stock Units subject to this Award to the extent such program would otherwise be deemed to constitute a deferred compensation arrangement subject to the requirements of Code Section 409A and the Treasury Regulations thereunder.

(b) In the event the Award is assumed or otherwise continued in effect, the Restricted Stock Units subject to the Award shall be adjusted immediately after the consummation of the Change in Control so as to apply to the number and class of securities into which the Shares underlying those units immediately prior to the Change in Control would have been converted in consummation of that Change in Control had those Shares actually been issued and outstanding at that time. To the extent the actual holders of the outstanding Common Stock receive cash consideration for their Common Stock in consummation of the Change in Control, the successor corporation (or parent entity) may, in connection with the assumption or continuation of the Restricted Stock Units subject to the Award at that time and with the approval of the Administrator, substitute one or more shares of its own common stock with a fair market value equivalent to the cash consideration paid per Share in the Change in Control transaction, provided the substituted common stock is readily tradable on an established U.S. securities exchange.

(c) Any Restricted Stock Units which are to be assumed or otherwise continued in effect in connection with the Change in Control or are to be replaced with an economically equivalent award or cash retention program in accordance with Paragraph 5(a) shall be subject to accelerated vesting in accordance with the following provision:

If Participant's Employee status is unilaterally terminated as a result of an involuntary termination without Cause, or if Participant resigns from such Employee status due to a Constructive Termination, at any time during the period beginning with the execution date of the definitive agreement for that Change in Control transaction and ending with the earlier of (i) the termination of that definitive agreement without the consummation of such Change in Control or (ii) the expiration of the Applicable Acceleration Period following the consummation of such Change in Control, then Participant shall immediately vest in all the unvested Shares (or any replacement securities or cash proceeds) at the time subject to this Award. The Shares (or any



replacement securities or cash proceeds) that vest pursuant to this Paragraph 5(c) shall be issued or distributed on the date of Participant's Separation from Service in connection with such termination of Employee status or as soon as administratively practicable thereafter, but in no event later than the **later** of (i) the close of the calendar year in which such Separation from Service occurs or (ii) the fifteenth (15th) day of the third (3rd) calendar month following the date of such Separation from Service. The applicable Withholding Taxes with respect to such issuance shall be collected in accordance with Paragraph 7 of this Agreement.

(d) If the Restricted Stock Units subject to this Award at the time of the Change in Control are not assumed or otherwise continued in effect in connection with the Change in Control or are not replaced with an economically equivalent award or cash incentive program in accordance with Paragraph 5(a), then those units will vest immediately prior to the closing of the Change in Control. The Shares subject to those vested units shall be converted into the right to receive for each such Share the same consideration per Share payable to the other stockholders of the Company in consummation of that Change in Control, and such consideration per Share shall be distributed to Participant upon the tenth (10th) business day following the **earliest** to occur of (i) the date the Share would have otherwise vested and been issued pursuant to the Vesting and Issuance Schedules set forth in Paragraph 1 in the absence of such Change in Control, (ii) the date of Participant's Separation from Service, or (iii) the first date following a Qualifying Change in Control on which the distribution can be made without contravention of any applicable provisions of Code Section 409A. Such distribution shall be subject to the Company's collection of the applicable Withholding Taxes pursuant to the provisions of Paragraph 7.

(e) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

6. **Adjustment in Shares.** Should any change be made to the Common Stock by reason of any stock split, stock dividend, recapitalization, combination of shares, exchange of shares, spin-off transaction, extraordinary dividend or distribution or other change affecting the outstanding Common Stock as a class without the Company's receipt of consideration, or should the value of outstanding Common Stock be substantially reduced as a result of a spin-off transaction or an extraordinary dividend or distribution, or should there occur any merger, consolidation or other reorganization, then equitable adjustments shall be made by the Administrator to the total number and/or class of securities issuable pursuant to this Award in order to reflect such change. In making such adjustments, the Administrator shall take into account any amounts to be credited to Participant's book account under Paragraph 4(b) in connection with the transaction, and the determination of the Administrator shall be final, binding and conclusive. In the event of a Change in Control, the provisions of Paragraph 5 shall be controlling.

7. **Issuance of Shares or Other Amounts.**

(a) On or after each date on which one or more Shares are to be issued in accordance with the express provisions of this Agreement, the Company shall issue to or on behalf of Participant a certificate (which may be in electronic form) for those Shares and shall concurrently distribute to Participant any phantom dividend equivalents with respect to those Shares (in the form of additional Shares or in such other form as the Administrator deems appropriate under the circumstances), subject in each instance to the Company's collection of the applicable Withholding Taxes.

(b) Participant acknowledges that, regardless of any action the Company and/or the Employer take with respect to any or all Withholding Taxes related to Participant's participation in the Plan and legally applicable to Participant, the ultimate liability for all Withholding Taxes is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Withholding Taxes in connection with any aspect of the Award, including the grant, vesting or settlement of the Award, the issuance of Shares (or other property) upon settlement of the Award, the subsequent sale of Shares acquired pursuant to such issuance and the receipt of any dividends and/or phantom dividend equivalents; and (ii) do not commit to, and are under no obligation to, structure the terms of the grant or any aspect of the Award to reduce or eliminate Participant's liability for Withholding Taxes or achieve any particular tax result. Further, if Participant has become subject to Withholding Taxes in more than one jurisdiction, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Withholding Taxes in more than one jurisdiction.

(c) The Company shall collect, and Participant hereby authorizes the Company to collect, the Withholding Taxes with respect to the Shares issued under this Agreement (including Shares issued in settlement of phantom dividend equivalents) through an automatic Share withholding procedure pursuant to which the Company will withhold, immediately as the Shares are issued under the Award, a portion of those Shares with a Fair Market Value (measured as of the issuance date) equal to the amount of such Withholding Taxes, unless such Share Withholding Method is not permissible or advisable under local law or until the Company otherwise decides to no longer utilize the Share Withholding Method and provides Participants with a corresponding notice.

(d) If the Share Withholding Method is to be utilized for the collection of Withholding Taxes, then the Company shall withhold the number of otherwise issuable Shares necessary to satisfy the applicable Withholding Taxes based on the applicable minimum statutory rate or other applicable withholding rate, including maximum applicable rates, as determined by the Company in its sole discretion. If the maximum rate is used, any over-withheld amount will be refunded to Participant in cash by the Company or Employer (with no entitlement to the Common Stock equivalent) or if not refunded, Participant may seek a refund from the local tax authorities. If the obligation for Withholding Taxes is satisfied by using the Share Withholding Method, then Participant will, for tax purposes, be deemed to have been

issued the full number of Shares subject to the vested Award, notwithstanding that a number of the Shares are withheld solely for the purpose of paying the applicable Withholding Taxes.

(e) The Company shall have sole discretion to determine whether or not the Share Withholding Method shall be utilized for the collection of the applicable Withholding Taxes. Participant shall be notified (in writing or through the Company's electronic mail system) in the event the Company no longer intends to utilize the Share Withholding Method. Should any Shares become issuable under the Award (including Shares issued in settlement of phantom dividend equivalents) at a time when the Share Withholding Method is not being utilized by the Company, then the Withholding Taxes shall be collected from Participant through a sale-to-cover transaction authorized by Participant, pursuant to which an immediate open-market sale of a portion of the Shares issued to Participant will be effected, for and on behalf of Participant, by the Company's designated broker to cover the Withholding Tax liability estimated by the Company to be applicable to such issuance. Participant shall, promptly upon request from the Company, execute (whether manually or through electronic acceptance) an appropriate sales authorization (in form and substance reasonably satisfactory to the Company) that authorizes and directs the broker to effect such open-market, sale-to-cover transactions and remit the sale proceeds, net of brokerage fees and other applicable charges, to the Company in satisfaction of the applicable Withholding Taxes. However, no sale-to-cover transaction shall be effected unless (i) such a sale is at the time permissible under the Company's insider trading policies governing the sale of Common Stock and (ii) the transaction is not otherwise deemed to constitute a prohibited loan under Section 402 of the Sarbanes-Oxley Act of 2002.

(f) If the Company determines that such sale-to-cover transaction is not permissible or advisable at the time or if Participant otherwise fails to effect a timely sales authorization as required by this Agreement, then the Company may, in its sole discretion, elect either to defer the issuance of the Shares until such sale-to-cover transaction can be effected in accordance with Participant's executed sale directive or to collect the applicable Withholding Taxes through Participant's delivery of his or her separate check payable to the Company in the amount of such Withholding Taxes or by withholding such amount from other wages payable to Participant. In no event shall any Shares be issued in the absence of an arrangement reasonably satisfactory to the Company for the satisfaction of the applicable Withholding Taxes and in compliance with any applicable requirements of Code Section 409A.

(g) Except as otherwise provided in Paragraph 5, the settlement of all Restricted Stock Units which vest under the Award shall be made solely in Shares. In no event, however, shall any fractional Shares be issued. Accordingly, the total number of Shares to be issued at the time the Award vests (including any Shares issued in settlement of phantom dividend equivalents) shall, to the extent necessary, be rounded down to the next whole Share in order to avoid the issuance of a fractional Share.

(h) The Company shall collect the Withholding Taxes with respect to phantom dividend equivalents distributed in a form other than Shares by withholding a portion of that distribution equal to the amount of the applicable Withholding Taxes, with the cash portion

of the distribution to be the first portion so withheld, or through such other tax withholding arrangement as the Company deems appropriate, in its sole discretion.

(i) Notwithstanding the foregoing provisions, to the extent Participant is subject to taxation in the United States, the employee portion of the federal, state and local employment taxes required to be withheld by the Company in connection with the vesting (as determined under applicable tax laws) of the Shares or any other amounts hereunder (the “**Employment Taxes**”) shall in all events be collected from Participant no later than the last business day of the calendar year in which those Shares or other amounts vest (as determined under applicable tax laws) hereunder. Accordingly, to the extent the applicable issuance date for one or more vested Shares or the distribution date for such other amounts is to occur in a year subsequent to the calendar year in which those Shares or other amounts vest, Participant shall, if so requested by the Company, on or before the last business day of the calendar year in which such Shares or other amounts vest, deliver to the Company a check payable to its order (or a wire transfer of funds to the Company) in the dollar amount equal to the Employment Taxes required to be withheld with respect to those Shares or other amounts. Alternatively, the Company may, in its sole discretion, elect to withhold the dollar amount equal to the Employment Taxes required to be withheld with respect to those Shares or other amounts from other wages payable to Participant, or through such other tax withholding arrangement as the Company deems appropriate, in its sole discretion. The provisions of this Paragraph 7(i) shall be applicable only to the extent necessary to comply with the applicable tax withholding requirements of Code Section 3121(v).

8. **Leaves of Absence.** For purposes of applying the various vesting provisions of this Agreement, the Administrator, in its sole discretion, may determine that Participant shall be deemed to cease Continuous Service and Employee status on the commencement date of any leave of absence and not remain in Continuous Service or Employee status during the period of that leave, except to the extent otherwise required under employment laws in the jurisdiction where Participant is employed or the terms of Participant’s employment agreement, if any or pursuant to the following policy:

Participant shall receive Continuous Service credit for such vesting purposes for (i) the first three (3) months of an approved personal leave of absence and (ii) the first seven (7) months of any bona fide leave of absence (other than an approved personal leave), but in no event beyond the expiration date of such leave of absence.

In no event, however, shall Participant be deemed, for vesting purposes hereunder, to remain in Continuous Service or Employee status beyond the **earliest** of (i) the expiration date of that leave of absence, unless Participant returns to active Continuous Service or Employee status on or before that date, (ii) the date Participant’s Continuous Service or Employee status actually terminates by reason of his or her voluntary or involuntary termination or by reason of his or her death or Permanent Disability or (iii) the date Participant is deemed to have a Separation from Service.

9. **Compliance with Laws and Regulations.**

(a) The issuance of Shares pursuant to the Award shall be subject to compliance by the Company and Participant with all Applicable Laws relating thereto, as determined by counsel for the Company.

(b) The inability of the Company to obtain approval from any regulatory body having authority deemed by the Company to be necessary to the lawful issuance and sale of any Common Stock pursuant to this Award shall relieve the Company of any liability with respect to the non-issuance or sale of the Common Stock as to which such approval shall not have been obtained. The Company, however, shall use its reasonable best efforts to obtain all such approvals.

10. **Insider Trading Restrictions/Market Abuse Laws.** Participant may be subject to insider trading restrictions and/or market abuse laws based on the exchange on which the Shares are listed and in applicable jurisdictions including the United States and Participant's country or his or her broker's country, if different, which may affect Participant's ability to accept, acquire, sell or otherwise dispose of Shares, rights to Shares (e.g., Restricted Stock Units) or rights linked to the value of Shares (e.g., dividend equivalents) during such times as Participant is considered to have "inside information" regarding the Company (as defined by the laws in applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Participant placed before he or she possessed inside information. Furthermore, Participant could be prohibited from (i) disclosing the inside information to any third party, which may include fellow employees and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. Participant acknowledges that it is Participant's responsibility to comply with any applicable restrictions and Participant should speak with his or her personal legal advisor on this matter.

11. **Deferred Issuance Date.** Notwithstanding any provision to the contrary in this Agreement, to the extent Participant is subject to taxation in the United States and this Award may be deemed to create a deferred compensation arrangement under Code Section 409A, then the following limitation shall apply:

No Shares or other amounts which become issuable or distributable under this Agreement upon Participant's Separation from Service shall actually be issued or distributed to Participant prior to the ***earlier*** of (i) the first day of the seventh (7th) month following the date of such Separation from Service or (ii) the date of Participant's death, if Participant is deemed at the time of such Separation from Service to be a specified employee under Section 1.409A-1(i) of the Treasury Regulations issued under Code Section 409A, as determined by the Administrator in accordance with consistent and uniform standards applied to all other Code Section 409A arrangements of the Company, and such delayed commencement is otherwise required in order to avoid a prohibited distribution under Code Section 409A(a)(2). The deferred Shares or other distributable amount shall be issued or distributed in a lump sum on the first day of the seventh (7th)

month following the date of Participant's Separation from Service or, if earlier, the first day of the month immediately following the date the Company receives proof of Participant's death.

To the extent there is any ambiguity as to whether any provision of this Agreement would otherwise contravene one or more requirements or limitations of Code Section 409A, such provisions shall be interpreted and applied in a manner that does not result in a violation of the applicable requirements or limitations of Code Section 409A and the Treasury Regulations thereunder.

Each installment of Shares issuable pursuant to this Agreement shall be treated as a separate payment for purposes of Code Section 409A.

12. **Notices.** Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Company at its principal corporate offices. Any notice required to be given or delivered to Participant shall be in writing and addressed to Participant at the most current address then indicated for Participant on the Company's employee records or shall be delivered electronically to Participant through the Company's electronic mail system or through the on-line brokerage firm authorized by the Company to effect the sale of the Shares issued hereunder. All notices shall be deemed effective upon personal delivery or delivery through the Company's electronic mail system or upon deposit in the U.S. or local country mail, postage prepaid and properly addressed to the party to be notified.

13. **Successors and Assigns.** Except to the extent otherwise provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and Participant, Participant's assigns, the legal representatives, heirs and legatees of Participant's estate.

14. **Construction.** This Agreement and the Award evidenced hereby are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan. In the event of any conflict between the provisions of this Agreement and the terms of the Plan, the terms of the Plan shall be controlling. All decisions of the Administrator with respect to any question or issue arising under the Plan or this Agreement shall be conclusive and binding on all persons having an interest in the Award.

15. **Governing Law and Venue.**

(a) The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Delaware without resort to that State's conflict-of-laws rules.

(b) For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Award and this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of California and agree that such litigation shall be conducted only in the courts of San Mateo County, California,

or the federal courts for the Northern District of California, and no other courts where the grant of the Restricted Stock Units is made and/or to be performed.

16. **Severability.** The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

17. **Acknowledgment of Nature of Plan and Award.** In accepting the Award, Participant acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature, and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of Restricted Stock Units, or benefits in lieu of Restricted Stock Units, even if Restricted Stock Units have been granted in the past;

(c) all decisions with respect to future Awards or other grants, if any, will be at the sole discretion of the Company;

(d) the Award and Participant's participation in the Plan shall not create a right to employment or be interpreted as forming or amending an employment or service contract with the Company, the Employer or any Related Entity and shall not interfere with the ability of the Company, the Employer or any Related Entity, as applicable, to terminate Participant's employment or service relationship (if any);

(e) Participant's participation in the Plan is voluntary;

(f) the Award and the Shares subject to the Award, and the income and value of same, are not intended to replace any pension rights or compensation;

(g) the Award and the Shares subject to the Award, and the income and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, holiday pay, bonuses, long-service awards, leave-related payments, pension or retirement or welfare benefits or similar payments;

(h) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with any certainty;

(i) no claim or entitlement to compensation or damages shall arise from forfeiture of the Award resulting from termination of Participant's Continuous Service by the Employer or the Company (or any Related Entity) (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any), and in consideration of the Award, Participant irrevocably agrees not to institute any claim against the Company, the

Employer or any Related Entity, waives his or her ability, if any, to bring any such claim and releases the Company, the Employer and any Related Entity from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Participant shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim;

(j) unless otherwise agreed with the Company in writing, the Award and the Shares subject to the Award, and the income and value of same, are not granted as consideration for, or in connection with, any service Participant may provide as a director of the Company or a Related Entity;

(k) unless otherwise provided in the Plan or by the Company in its discretion, the Restricted Stock Units and the benefits evidenced by this Agreement do not create any entitlement to have the Restricted Stock Units or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares; and

(l) the following provisions apply only if Participant is providing services outside the United States:

(i) the Award and the Shares subject to the Award, and the income and value of same, are not part of normal or expected compensation or salary for any purpose;

(ii) Participant acknowledges and agrees that neither the Company, the Employer nor any Related Entity shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Restricted Stock Units or of any amounts due to Participant pursuant to the settlement of the Restricted Stock Units or the subsequent sale of any Shares acquired upon settlement.

18. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan or Participant's acquisition or sale of the underlying Shares. Participant should consult with his or her personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan or the Restricted Stock Units.

19. **Waiver.** Participant acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by Participant or other Participants.



20. **Data Privacy.**

(a) **Data Privacy Consent.** By electing to participate in the Plan via the Company's online acceptance procedure, Participant is declaring that he or she agrees with the data processing practices described herein and consents to the collection, processing and use of Personal Data (as defined below) by the Company and the transfer of Personal Data to the recipients mentioned herein, including recipients located in countries which do not adduce an adequate level of protection from a European (or other) data protection law perspective, for the purposes described herein.

(b) **Declaration of Consent.** Participant understands that he or she needs to review the following information about the processing of his or her personal data by or on behalf of the Company, the Employer and/or any Related Entity as described in the Agreement and any other Plan materials (the "Personal Data") and declare his or her consent. As regards the processing of Participant's Personal Data in connection with the Plan and this Agreement, Participant understands that the Company is the controller of his or her Personal Data.

(c) **Data Processing and Legal Basis.** The Company collects, uses and otherwise processes Personal Data about Participant for the purposes of allocating Shares and implementing, administering and managing the Plan. Participant understands that this Personal Data may include, without limitation, his or her name, home address and telephone number, email address, date of birth, social insurance number, passport number or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Restricted Stock Units or any other entitlement to shares of stock or equivalent benefits awarded, cancelled, exercised, vested, unvested or outstanding in Participant's favor. The legal basis for the processing of Participant's Personal Data, where required, will be his or her consent.

(d) **Stock Plan Administration Service Providers.** Participant understands that the Company transfers his or her Personal Data, or parts thereof, to E\*TRADE Financial Services, Inc. (and its affiliated companies), an independent service provider based in the United States which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share Participant's Personal Data with such different service provider that serves the Company in a similar manner. Participant understands and acknowledges that the Company's service provider will open an account for him or her to receive and trade Shares acquired under the Plan and that he or she will be asked to agree on separate terms and data processing practices with the service provider, which is a condition of Participant's ability to participate in the Plan.

(e) **International Data Transfers.** Participant understands that the Company and, as of the date hereof, any third parties assisting in the implementation, administration and management of the Plan, such as E\*TRADE Financial Services, Inc., are based in the United States. Participant understands and acknowledges that his or her country may have enacted data privacy laws that are different from the laws of the United States. For

*example, the European Commission has issued only a limited adequacy finding with respect to the United States that applies solely if and to the extent that companies self-certify and remain self-certified under the EU/U.S. Privacy Shield program. The Company does not currently participate in the EU/U.S. Privacy Shield Program. The Company's legal basis for the transfer of Participant's Personal Data is his or her consent.*

*(f) Data Retention. Participant understands that the Company will use his or her Personal Data only as long as is necessary to implement, administer and manage his or her participation in the Plan, or to comply with legal or regulatory obligations, including under tax and securities laws. In the latter case, Participant understands and acknowledges that the Company's legal basis for the processing of his or her Personal Data would be compliance with the relevant laws or regulations. When the Company no longer needs Participant's Personal Data for any of the above purposes, Participant understands the Company will remove it from its systems.*

*(g) Voluntariness and Consequences of Denial/Withdrawal of Consent. Participant understands that his or her participation in the Plan and his or her consent is purely voluntary. Participant may deny or later withdraw his or her consent at any time, with future effect and for any or no reason. If Participant denies or later withdraws his or her consent, the Company can no longer offer Participant participation in the Plan or offer other equity awards to Participant or administer or maintain such awards and Participant would no longer be able to participate in the Plan. Participant further understands that denial or withdrawal of his or her consent would not affect his or her status or salary as an employee or his or her career and that Participant would merely forfeit the opportunities associated with the Plan.*

*(h) Data Subject Rights. Participant understands that data subject rights regarding the processing of Personal Data vary depending on the applicable law and that, depending on where Participant is based and subject to the conditions set out in the applicable law, Participant may have, without limitation, the rights to (i) inquire whether and what kind of Personal Data the Company holds about him or her and how it is processed, and to access or request copies of such Personal Data, (ii) request the correction or supplementation of Personal Data about him or her that is inaccurate, incomplete or out-of-date in light of the purposes underlying the processing, (iii) obtain the erasure of Personal Data no longer necessary for the purposes underlying the processing, processed based on withdrawn consent, processed for legitimate interests that, in the context of his or her objection, do not prove to be compelling, or processed in non-compliance with applicable legal requirements, (iv) request the Company to restrict the processing of his or her Personal Data in certain situations where Participant feels its processing is inappropriate, (v) object, in certain circumstances, to the processing of Personal Data for legitimate interests, and to (vi) request portability of Participant's Personal Data that he or she has actively or passively provided to the Company (which does not include data derived or inferred from the collected data), where the processing of such Personal Data is based on consent or his or her employment and is carried out by automated means. In case of concerns, Participant understands that he or she may also have the right to lodge a complaint with the competent local data protection authority. Further, to receive clarification of, or to exercise any of,*

***Participant's rights, Participant understands that he or she should contact his or her local human resources representative.***

21. **Plan Prospectus.** The official prospectus for the Plan is available on the Company's intranet at: GNet > Employee Resources > Stock Awards > Plan Documents. Participant may also obtain a printed copy of the prospectus by contacting Stock Plan Services at [stockplanservices@gilead.com](mailto:stockplanservices@gilead.com).

22. **Language.** By electing to accept this Agreement, Participant acknowledges that he or she is sufficiently proficient in English, or has consulted with an advisor who is sufficiently proficient in English so as to allow Participant, to understand the terms and conditions of this Agreement. Further, if Participant has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

23. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

24. **Participant Acceptance.** Participant must accept the terms and conditions of this Agreement either electronically through the electronic acceptance procedure established by the Company or through a written acceptance delivered to the Company in a form satisfactory to the Company. In no event shall any Shares be issued (or other securities or property distributed) under this Agreement in the absence of such acceptance.

25. **Foreign Account / Assets Reporting.** Depending upon the country to which laws Participant is subject, Participant may have certain foreign asset and/or account reporting requirements that may affect Participant's ability to acquire or hold Shares under the Plan or cash received from participating in the Plan (including from any dividends or phantom dividend equivalents received or sale proceeds arising from the sale of Shares) in a brokerage or bank account outside Participant's country. Participant's country may require that he or she report such accounts, assets or transactions to the applicable authorities in Participant's country. Participant is responsible for knowledge of and compliance with any such regulations and should speak with his or her own personal tax, legal and financial advisors regarding same.

26. **Addendum.** Notwithstanding any provisions in this Agreement, the Award shall be subject to any special terms and conditions set forth in any Addendum to this Agreement for Participant's country. Moreover, if Participant relocates to one of the countries included in the Addendum, the special terms and conditions for such country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary for legal or administrative reasons. The Addendum constitutes part of this Agreement.

27. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the Award and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

**IN WITNESS WHEREOF**, Gilead Sciences, Inc. has caused this Agreement to be executed on its behalf by its duly-authorized officer on the day and year first indicated above.

**GILEAD SCIENCES, INC.**

/s/ Jyoti Mehra

By: \_\_\_\_\_  
Jyoti Mehra

Title: EVP, Human Resources

By Participant's electronic acceptance and the signature of the Company's representative above, Participant and the Company agree that this Award is granted under and governed by the terms and conditions of the Plan and the Agreement, including the terms and conditions set forth in any Addendum to the Agreement for Participant's country. Participant has reviewed the Plan and the Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to accepting the Agreement and fully understands all provisions of the Plan and Agreement.

## APPENDIX

### DEFINITIONS

The following definitions shall be in effect under the Agreement:

- A. **Addendum** shall mean the addendum to this Agreement setting forth special terms and conditions for Participant's country.
- B. **Administrator** shall mean the Compensation Committee of the Board (or a subcommittee thereof) acting in its capacity as administrator of the Plan.
- C. **Agreement** shall mean this Global Restricted Stock Unit Issuance Agreement.
- D. **Applicable Acceleration Period** shall have the meaning assigned to such term in Section 2(b) of the Plan and shall be determined on the basis of Participant's status on the Change in Control date.
- E. **Applicable Laws** shall mean the legal requirements related to the Plan and the Award under applicable provisions of the federal securities laws, state corporate and securities laws, the Code, the rules of any applicable Stock Exchange on which the Common Stock is listed for trading, and the rules of any non-U.S. jurisdiction applicable to Awards granted to residents therein.
- F. **Award** shall mean the award of Restricted Stock Units made to Participant pursuant to the terms of this Agreement.
- G. **Award Date** shall mean the date the Restricted Stock Units are awarded to Participant pursuant to the Agreement and shall be the date indicated in Paragraph 1 of the Agreement.
- H. **Board** shall mean the Company's Board of Directors.
- I. **Cause** shall have the meaning given to the term "Cause" in any effective employment agreement between the Participant and the Company or a Related Entity, or if none, shall mean the termination of Participant's Continuous Service as a result of Participant's (i) conviction of, a guilty plea with respect to, or a plea of *nolo contendere* to, a charge that Participant has committed a felony under the laws of the United States or of any State or a crime involving moral turpitude, including (without limitation) fraud, theft, embezzlement or any crime that results in or is intended to result in personal enrichment to Participant at the expense of the Company or a Related Entity; (ii) material breach of any agreement entered into between Participant and the Company or a Related Entity that impairs the Company's or the Related Entity's interest therein; (iii) willful misconduct, significant failure to perform his or her duties or gross neglect of his or her duties; (iv) engagement in any activity that constitutes a material conflict of interest with the Company or a Related Entity; or (v) reasons that are comparable to Cause under employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any.

J. **Change in Control** shall mean a change in ownership or control of the Company effected through the consummation of any of the following transactions:

(i) a sale, transfer or other disposition of all or substantially all of the Company's assets;

(ii) the closing of any transaction or series of related transactions pursuant to which any person or any group of persons comprising a "group" within the meaning of Rule 13d-5(b)(1) of the 1934 Act (other than the Company or a person that, prior to such transaction or series of related transactions, directly or indirectly controls, is controlled by or is under common control with, the Company) becomes directly or indirectly (whether as a result of a single acquisition or by reason of one or more acquisitions within the twelve (12)-month period ending with the most recent acquisition) the beneficial owner (within the meaning of Rule 13d-3 of the 1934 Act) of securities possessing (or convertible into or exercisable for securities possessing) more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities (as measured in terms of the power to vote with respect to the election of Board members) outstanding immediately after the consummation of such transaction or series of related transactions, whether such transaction involves a direct issuance from the Company or the acquisition of outstanding securities held by one or more of the Company's existing stockholders or an acquisition, consolidation or other reorganization to which the Company is a party; or

(iii) a change in the composition of the Board over a period of twelve (12) consecutive months or less such that a majority of the Board members ceases, by reason of one or more contested elections for Board membership, to be comprised of individuals who either (A) have been Board members continuously since the beginning of such period or (B) have been elected or nominated for election as Board members during such period by at least a majority of the Board members described in clause (A) who were still in office at the time the Board approved such election or nomination.

In no event, however, shall a Change in Control be deemed to occur upon a merger, consolidation or other reorganization effected primarily to change the State of the Company's incorporation or to create a holding company structure pursuant to which the Company becomes a wholly-owned subsidiary of an entity whose outstanding voting securities immediately after its formation are beneficially owned, directly or indirectly and in substantially the same proportion, by the persons who beneficially owned the Company's outstanding voting securities immediately prior to the formation of such entity.

K. **Code** shall mean the U.S. Internal Revenue Code of 1986, as amended.

L. **Common Stock or Shares** shall mean shares of the Company's common stock.

M. **Company** shall mean Gilead Sciences, Inc., a Delaware corporation, and any successor corporation to all or substantially all of the assets or voting stock of Gilead Sciences, Inc. which shall by appropriate action adopt the Plan.

N. **Constructive Termination** shall have the meaning assigned to such term in Section 11(d) of the Plan.

O. **Consultant** shall mean any person, including an advisor, who is compensated by the Company or any Related Entity for services performed as a non-employee consultant; ***provided, however,*** that the term “Consultant” shall not include non-employee Directors serving in their capacity as Board members. The term “Consultant” shall include a member of the board of directors of a Related Entity.

P. **Continuous Service** shall mean the performance of services for the Company or a Related Entity (whether now existing or subsequently established) by a person in the capacity of an Employee, Director or Consultant. For purposes of this Agreement, Participant shall be deemed to cease Continuous Service immediately upon the occurrence of either of the following events: (i) Participant no longer performs services in any of the foregoing capacities for the Company or any Related Entity or (ii) the entity for which Participant is performing such services ceases to remain a Related Entity of the Company, even though Participant may subsequently continue to perform services for that entity. Subject to the foregoing and any applicable limitations of Code Section 409A, the Administrator shall have the exclusive discretion to determine when Participant ceases Continuous Service for purposes of the Award.

Q. **Director** shall mean a member of the Board.

R. **Employee** shall mean any person who is in the employ of the Company (or any Related Entity), subject to the control and direction of the Company or Related Entity as to both the work to be performed and the manner and method of performance.

S. **Employer** shall mean the Company or the Related Entity employing or retaining Participant.

T. **Fair Market Value** per share of Common Stock on any relevant date shall be the closing price per share of Common Stock (or the closing bid, if no sales were reported) on that date, as quoted on the Stock Exchange that is at the time serving as the primary trading market for the Common Stock; ***provided, however,*** that if there is no reported closing price or closing bid for that date, then the closing price or closing bid, as applicable, for the last trading date on which such closing price or closing bid was quoted shall be determinative of such Fair Market Value. The applicable quoted price shall be as reported in The Wall Street Journal or such other source as the Administrator deems reliable.

U. **1934 Act** shall mean the U.S. Securities Exchange Act of 1934, as amended from time to time.

V. **Normal Vesting Schedule** shall mean the schedule set forth in Paragraph 1 of the Agreement, pursuant to which the Restricted Stock Units and the underlying Shares are to vest in a series of installments over Participant’s period of Continuous Service.

W. **Parent** shall mean a “parent corporation,” whether now existing or hereafter established, as defined in Section 424(e) of the Code.

X. **Participant** shall mean the person to whom the Award is made pursuant to the Agreement.

Y. **Plan** shall mean the Company’s 2004 Equity Incentive Plan, as amended and restated from time to time.

Z. **Permanent Disability** shall mean the inability of Participant to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which is expected to result in death or to be of continuous duration of twelve (12) months or more. The Administrator shall have exclusive discretion to determine when Permanent Disability has occurred for purposes of this Agreement.

AA. **Qualifying Change in Control** shall mean a change in the ownership of the Company, a change in the effective control of the Company or a change in ownership of a substantial portion of the Company’s assets, with each such event to be determined in accordance with the requirements for a change in control event set forth in Section 1.409A-3(i)(5) of the Treasury Regulations; **provided, however**, that a change in the effective control of the Company will only be deemed to occur if there is an acquisition, within the applicable twelve (12)-month period, of ownership of securities possessing more than fifty percent (50%) of the total combined voting power of the Company’s outstanding securities.

BB. **Related Entity** shall mean (i) any Parent or Subsidiary of the Company and (ii) any corporation in an unbroken chain of corporations beginning with the Company and ending with the corporation in the chain for which Participant provides services as an Employee, Director or Consultant, provided each corporation in such chain owns securities representing at least twenty percent (20%) of the total outstanding voting power of the outstanding securities of another corporation or entity in such chain and there is a legitimate non-tax business purpose for making this Award to Participant.

CC. **Restricted Stock Unit** shall mean the Award in the form of a contractual right to receive Shares under this Agreement which will entitle Participant to receive one actual share of Common Stock per Restricted Stock Unit upon the satisfaction of the Continuous Service vesting requirements applicable to such Award.

DD. **Separation from Service** shall mean Participant’s cessation of Employee status by reason of his or her death, retirement or termination of employment. Participant shall be deemed to have terminated employment for such purpose at such time as the level of his or her bona fide services to be performed as an Employee (or as a consultant or independent contractor) permanently decreases to a level that is not more than twenty percent (20%) of the average level of services such person rendered as an Employee during the immediately preceding thirty-six (36) months (or such shorter period for which he or she may have rendered such services). Solely for purposes of determining when a Separation from Service occurs, Participant will be deemed to continue in “Employee” status for so long as he remains in the employ of one or more



members of the Employer Group, subject to the control and direction of the employer entity as to both the work to be performed and the manner and method of performance. "Employer Group" means the Company and any Parent or Subsidiary and any other corporation or business controlled by, controlling or under common control with, the Company, as determined in accordance with Sections 414(b) and 414(c) of the Code and the Treasury Regulations thereunder, except that in applying Sections 1563(1), (2) and (3) of the Code for purposes of determining the controlled group of corporations under Section 414(b), the phrase "at least 50 percent" shall be used instead of "at least 80 percent" each place the latter phrase appears in such sections, and in applying Section 1.414(c)-2 of the Treasury Regulations for purposes of determining trades or businesses that are under common control for purposes of Section 414(c), the phrase "at least 50 percent" shall be used instead of "at least 80 percent" each place the latter phrase appears in Section 1.414(c)-2 of the Treasury Regulations. Any such determination as to Separation from Service, however, shall be made in accordance with the applicable standards of the Treasury Regulations issued under Section 409A of the Code. In addition, the following special provisions shall be in effect for any leave of absence taken by Participant while this Award is outstanding:

(i) Should the period of such leave (other than a disability leave) exceed six (6) months, then Participant shall be deemed to incur a Separation from Service upon the expiration of the initial six (6) - month period of that leave, unless Participant retains a right to re-employment under Applicable Law or by contract with the Company (or any Parent or Subsidiary or other Related Entity).

(ii) Should the period of a disability leave exceed twenty-nine (29) months, then Participant shall be deemed to incur a Separation from Service upon the expiration of the initial twenty-nine (29)-month period of that leave, unless Participant retains a right to re-employment under Applicable Law or by contract with the Company (or any Parent or Subsidiary or other Related Entity). For such purpose, a disability leave shall be a leave of absence due to any medically determinable physical or mental impairment that can be expected to result in death or to last for a continuous period of not less than six (6) months and causes Participant to be unable to perform the duties of his position of employment with the Company (or any Parent or Subsidiary or other Related Entity) or any substantially similar position of employment.

EE. **Share Withholding Method** shall mean an automatic Share withholding procedure pursuant to which the Company will withhold, immediately as the Shares are issued under the Award, a portion of those Shares with a Fair Market Value (measured as of the issuance date) equal to the amount of the applicable Withholding Taxes.

FF. **Stock Exchange** shall mean the American Stock Exchange, the Nasdaq Global or Global Select Market or the New York Stock Exchange.

GG. **Subsidiary** shall mean a “subsidiary corporation,” whether now existing or hereafter established, as defined in Section 424(f) of the Code.

HH. **Withholding Taxes** shall mean any and all income taxes (including U.S. federal, state, and local tax and/or foreign income taxes) and the employee portion of the federal, state, local and/or foreign employment taxes (including social insurance, payroll tax, payment on account or other tax-related items) required or permitted to be withheld by the Company in connection with any taxable or tax withholding event, as applicable, attributable to the Award or Participant’s participation in the Plan.

## CERTIFICATION

I, Daniel P. O'Day, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Gilead Sciences, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 4, 2022

/s/ DANIEL P. O'DAY  
\_\_\_\_\_  
Daniel P. O'Day  
Chairman and Chief Executive Officer

## CERTIFICATION

I, Andrew D. Dickinson, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Gilead Sciences, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 4, 2022

/s/ ANDREW D. DICKINSON

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**Andrew D. Dickinson**  
**Chief Financial Officer**

**CERTIFICATIONS**

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. § 1350, as adopted), Daniel P. O'Day, the Chairman and Chief Executive Officer of Gilead Sciences, Inc. (the Company), and Andrew D. Dickinson, the Chief Financial Officer of the Company, each hereby certifies that, to the best of his knowledge:

1. The Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2022 (the Report) fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 4, 2022

/s/ DANIEL P. O'DAY

\_\_\_\_\_  
**Daniel P. O'Day**  
**Chairman and Chief Executive Officer**

/s/ ANDREW D. DICKINSON

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**Andrew D. Dickinson**  
**Chief Financial Officer**

This certification accompanies the Form 10-Q to which it relates, is not deemed filed with the SEC and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing.