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PATENT AND KNOW-HOW LICENCE AGREEMENT
by and between
SD Biosensor Inc.
and
Medicines Patent Pool

21 December 2023
Signed on _____

REPRESENTATION

On one side, **SD Biosensor Inc**., a company incorporated under the laws of Republic of Korea, registered at C-4&5Floor, 16, Deogyeong-daero 1556beon-gil, Yeongtong-gu, Suwon-si, Gyeonggi-do, 16690, Republic of Korea **("SDB")**.

On the other side, **Medicines Patent Pool** (hereinafter referred to as "**MPP**"), a Swiss foundation located at 7 Rue de Varembé, 1202 Geneva, Switzerland acting as implementing partner of the World Health Organization ("**WHO**") COVID-19 Technology Access Pool initiative ("**WHO C-TAP**").

Each of SDB and MPP shall be referred to as a "Party", and collectively, as the "Parties".

The Parties, mutually recognizing each other's legal capacity to execute this Agreement (as defined below), for this purpose

WITNESSETH

WHEREAS SDB is the owner of the Rapid Diagnostic Testing (RDT) technology, including but not limited to standard Q COVID-19 Ag Test. SDB's RDTs are rapid chromatographic immunoassays for the qualitative detection of proteins specific to a particular pathogen, e.g. a RDT for COVID -19 detects nucleocapsid protein antigen from SARS-CoV-2 present in human nasal or nasopharyngeal specimens.

WHEREAS MPP is a United Nations-backed public health organisation working to increase access to, and facilitate the development of, life-saving medicines for low- and middle-income countries;

WHEREAS WHO C-TAP was established to implement the Solidarity Call to Action launched by WHO Costa Rica and 44 WHO Member States to provide a platform for the developers of COVID-19 related vaccines, medical devices including diagnostics, and therapeutics to share their data, know-how and intellectual property rights with quality assured manufacturers. Technology holders are called to voluntarily license such rights on a transparent, non-exclusive, and worldwide basis through implementing partners like MPP to facilitate further development and widescale production, distribution, sale and use of such health technologies throughout the world promoting equitable, affordable and timely access to their products for all countries;

WHEREAS MPP, as an implementing partner of WHO C-TAP, is interested in obtaining a substantially worldwide, non-exclusive licence of the SDB's Patent Rights, the Licensed Know-how and the Material associated, with the right to sublicense to third parties to encourage generic manufacture and the development of RDTs for COVID-19 and other diseases.

WHEREAS the Parties are interested in executing this agreement on the basis of the clauses detailed hereinafter;

NOW THEREFORE, for and in consideration of the above recitals and the mutual covenants contained herein, SDB and MPP, intending to be legally bound, hereby AGREE AS FOLLOWS:

CLAUSES

1. DEFINITIONS

In this Agreement the following terms, whether used in the singular or plural, shall have the following meanings:

"Agreement" means this licence agreement including any and all schedules, appendices and other addenda to it as may be added and/or amended in accordance with the provisions of this document.

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"Commercialization", **"Commercializing"**, or **"Commercialize"** means any and all activities relating to the labelling, advertising, promotion, marketing, pricing, distribution, storage, handling, offering for sale and selling or having sold, and customer service and support.

"Confidential Information" means any and all information, including but not limited to technical, scientific and business information, knowledge, know-how, data and materials of a confidential nature owned or controlled by a Party ("**Disclosing Party**") and disclosed to the other Party ("**Receiving Party**") under this Agreement.

"Customers" means any entity from which the Sublicensees receives any type of revenue derived from the exploitation of the Patent Rights and/or Material.

"Development", "Developing" or **"Develop"** means activities associated with the development of Product, including but not limited to, validation, product studies and analysis, stability testing, process development, quality assurance, quality control, pre- and post- Regulatory Approval studies, and regulatory affairs.

"Disclosing Party" means, in reference to a piece of Confidential Information, the Party that first discloses such piece of Confidential Information to the other Party under this Agreement.

"Effective Date" means the date indicated on the first page of this Agreement.

"Field" means the detection of any antigen, including without limitation for SARS-Cov-2.

"**Finished Product**" is defined as the Product that has undergone all stages of production including final packaging and labeling.

"HICs" means all high-income countries in accordance with the World Bank country classification at the Effective Date.

"Licensed Know-how" means all know-how, information, data, including without limitation clinical data, and other technical knowledge owned and/or controlled by SDB, that are useful or otherwise relevant for the manufacturing of RDT , including without limitation COVID-19 RDTs and other RDTs in the Field, which is set out in Schedule 2 hereto as available on the Effective Date, as may be updated and complemented from time to time by SDB, including with SDB New Developments.

"Licensed Technology" means the Patent Rights, Material, and Licensed Know-how in the Field whether unpatented, or patented before or after the Effective Date, as may be updated and complemented from time to time by SDB, including with SDB New Developments.

"LMICs" means all low- and middle-income countries according to the World Bank country classification as at the Effective Date

"Material" specificed in Schedule 2, means any materials useful for the development and/or the manufacturing of RDT in the Field owned and/or controlled by SDB, as may be updated and complemented from time to time by SDB, including with SDB New Developments.

"Net Sales" means, with respect to the Product, the gross amount invoiced on sales by Sublicensees to Customers in any country of the World less the following deductions, to the extent included in the sales invoice with respect to such Product:

a) normal and customary trade and quantity discounts actually given (discounts which all together cannot exceed 20% of the sales price); and, in case of returns or rejections of Products, the associated credits and price adjustments; and

b) sales, value-added, and excise taxes, tariffs, and other taxes and government charges directly related to the sale of the Product and actually borne by Sublicensees without reimbursement from any Third Party, excluding any taxes assessed against the income derived from such sale.

When the Product is included as part of any program based on multiple product offers, the discounts referred to in point a) of this section shall be consistent with the discounts applied by Sublicensees to the same Customer when the Product is not combined with any other products or services.

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Use of the Product in field tests, marketing, or other similar programs or studies where Product is supplied without charge, shall not result in any Net Sales, however if Sublicensees charges for such Product, the amount billed will be included in the calculation of Net Sales.

All calculations of Net Sales must be in accordance with Generally Accepted Accounting Principles (GAAP) and based on, or valued as if based on, bona fide arms' length transactions and not on any bundled, loss-leading, or other blended or artificial selling or transfer price.

Where Products are transferred or otherwise disposed of without consideration or with nominal consideration including for Sublicensee's internal use, the Net Sales will be calculated based on the fair market price of the Product in the country of such transfer or disposition.

"Patent(s) and Patent Application(s)" means any patents and/or patent applications owned and/or controlled by SDB that are useful or otherwise relevant for the development and/or manufacturing of RDTs.

"Patent Rights" means the Patents and Patent applications listed in Schedule 1 as shall be amended from time to time by SDB, such as the rights generated by:

a) any patent application, any continuation-in-part, division, extension for any such application, and any patent issuing on such application;

b) inventor certificates, utility models and petty patents.

"**Product**" means any RDT product which is based on the Licensed Technology, including without limitation Standard Q COVID-19 Ag Test.

"Receiving Party" means, in reference to a piece of Confidential Information, the Party that receives such piece of Confidential Information from the Disclosing Party under this Agreement.

"Regulatory Approval" means any approval, registration, licence or authorization from any authority required for the Development, manufacture or Commercialization of Product in the Territory.

"**SDB New Developments**" has a meaning given to this term in Clause 8.1. of this Agreement.

"**Semi-Finished Product**" is defined, for the purpose of this Agreement, as the Product including uncut sheet and buffer in bulk.

Sublicensee" means a Third Party to whom MPP has granted a sublicense under the Licensed Technology.

"**Territory**" means all countries of the world, except the countries where SDB production plants are located: Brazil, India, Indonesia, Korea, and Panama.

"Third Party" means any entity other than a Party.

2. SCOPE OF THE GRANT

2.1 Subject to the terms and conditions of this Agreement, SDB hereby grants a non-exclusive, non-transferable licence to MPP, under the Licensed Technology, to grant sublicences to Sublicensees jointly selected by both MPP and WHO C-TAP to:

a) Develop, or have developed, the Licensed Technology into Products in the Field in the Territory.

b) Make, have made, use, Commercialize, export or import the Products exclusively for ultimate use in the Field in the Territory; and

c) sell the Product outside of the Territory for the sole purpose of supply for use in in the Territory and in the Field.

2.2 For the avoidance of doubt, nothing in this Agreement or the sublicense agreement(s) shall be construed to prevent Sublicensees from engaging in activities inside or outside the Territory where such activities would not (a) infringe the Patent Rights; (b) use or misappropriate Licensed Know-How.

2.3. SDB reserves the right to make, and use, and offer to sell and sell and import the Products in the

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Field worldwide. To clarify the terms in this Agreement, SDB hereby provides a licence unconflicted with any rights granted to Third Parties established by agreements entered into by SDB before the Effective Date and all renewals and extensions thereof.

2.4. In the countries outside the Territory SDB shall ensure access to the Product as soon as commercially reasonable and at affordable and sustainable pricing.

2.6 This Agreement does not grant to MPP or any of its Sublicensees or any other person any right, title, or interest by implication, estoppel, or otherwise. Without limiting the foregoing, nothing in this Agreement grants by implication, estoppel, or otherwise, any right, title, or interest in, to, or under any patents owned or controlled by SDB or any of its affiliates other than Licensed Technology. All rights, titles, and interests not specifically and expressly granted by SDB hereunder are hereby reserved.

3. ROYALTIES

3.1. MPP will require Sublicensees to pay royalties on Net Sales of the Products directly to SDB on a country-by-country basis starting from the date of the first commercial sale of the Products. Royalties will be paid as described below:

a) Royalty-free for sales to any LMICs for use in any LMICs;

b) In HICs a non-creditable, non-refundable royalty of fifteen percent (15 %) payable on Net Sales in the previous calendar year and on a country-by-country basis and commencing on the date of the first sale of Product and continuing until the expiry of the last-to-expire Patent Rights in such country.

3.2. Royalties and other sums payable under this Agreement are exclusive of taxes. Sublicensees will be responsible for all sales, use, excise, and value added taxes, and any other similar taxes, duties, and charges of any kind imposed by any local governmental authority on any amounts payable by Sublicensees hereunder, and shall pay all such royalties and other sums payable hereunder free and clear of all deductions and withholdings whatsoever, unless the deduction or withholding is required by law. If any deduction or withholding is required by law, Sublicensees shall pay to SDB such sum as will, after the deduction or withholding has been made, leave SDB with the same amount as it would have been entitled to receive without any such requirement to make a deduction or withholding.

3.3. MPP shall request the Sublicensees to keep complete and accurate records of its sales, transfers, and other dispositions of the Product necessary for the calculation of payments to be made to SDB hereunder.

3.4 SDB, at its own expense, may at any time, nominate an independent certified public accountant whom Sublicensees shall permit to have access to Sublicensee's records during Sublicensee's normal business hours for the purpose of verifying all payments made under this Agreement.

4. KNOWLEDGE TRANSFER

4.1. SDB shall use reasonable efforts to provide and/or to procure provision to the Sublicensees, upon the Sublicensee’s request, with the Material and Licensed Know-how in accordance with the details set out in Schedule 2 hereto. The Material will be provided at the manufacturing costs plus commercially reasonable mark-up (to be agreed in advance by SDB, the Sublicensee and C-TAP) and the terms of delivery is Ex Works, which will be disclosed to MPP and the relevant Sublicensee upon request in advance.

4.2. MPP shall agree with the Sublicensees that they will cover any travel and out-of-pocket costs of SDB staff required for the transfer of Licensed Technology. The effect on usual business activities of these entities produced by any request under this provision shall be minimized by the Sublicensee by:

a) accepting remote (telephone, e-mail, on-line, etc) assistance where applicable; and

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b) allocating a sufficient and technically capable workload to knowledge transfer activities and ensuring that its contract manufacturer does the same.

4.3. For the avoidance of doubt, all Licensed Technology disclosed to MPP hereunder is the Confidential Information of SDB and subject to the confidentiality and non-disclosure obligations under Clause 5, and Sublicensee's use of any documentation, materials, or other information concerning the Licensed Technology provided is subject to the terms and conditions of this Agreement, including the scope of the license granted under this Clause 4.

5. CONFIDENTIALITY

5.1. Treatment of Confidential Information. Each of the Parties shall ensure that, during the Term of this Agreement and during ten (10) years thereafter, Confidential Information:

a) shall not be copied or disclosed in whole or in part by or to Third Parties without having obtained the express written authorization from the Disclosing Party, except that such written authorization shall not be necessary in the following instances:

i. Regulatory filings;

ii. Prosecuting or defending litigation;

iii. Complying with applicable governmental laws and regulations; and

iv. Disclosure in connection with this Agreement to its staff, consultants, actual or potential donors, advisors, officers and non-voting Board Members, subcontractors, or licensees on a "need-to-know" basis and using the same diligence as that used by the Receiving Party in protecting its own proprietary information;

b) shall not be used in whole or in part for any purpose other than the execution of this Agreement;

5.2. The Parties shall be liable for breach of this obligation, whether by its employees, associates, Sublicensees or any other person to whom the Confidential Information was disclosed.

5.3. In the event that there is current legislation on the protection of personal data, the Parties declare their recognition and respect for it.

5.4. Exceptions in the Treatment of Confidential Information. Notwithstanding Sub-clause 5.1., no Party shall be liable for use or disclosure of Confidential Information that:

a) is published or becomes generally known to the public through no fault or omission of the Receiving Party; or

b) is independently developed by or for the Receiving Party without reference to or reliance upon the Confidential Information and such development can be evidenced by written documentation upon request by the Disclosing Party; or

c) is rightfully known by the Receiving Party prior to the date of disclosure to the Receiving Party and such knowledge can be evidenced by written documentation upon request by the Disclosing Party; or

d) The information received comes from a Third Party that does not require secrecy, or

e) is required to be disclosed by law or by judicial or administrative request. In this case, the Receiving Party will immediately notify the Issuing Party of such request so that it can file the appropriate precautionary measures, and will not disclose more Confidential Information than that which is strictly required by the judicial or administrative order.

5.5. Publication of this Agreement. The Parties agree that a copy of this Agreement as well as all sublicences may be publicly disclosed on MPP's and WHO C-TAP's websites. Such disclosure will not constitute a breach of either Party's obligations under this Clause 5.

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6. TERM

This Agreement shall enter into force on the Effective Date. Except if it is resolved before according to Clause 11, its duration will continue on a country-by-country basis:

a) for the countries where exist a Patent Right, which is valid and in force, until the date on which the last Patent Right has expired, lapsed or has been invalidated; or
b) for the countries without Patent Rights, which is valid and in force, for a term of ten (10) years, (the "**Term**").

7. ASSIGNMENT AND SUBLICENSES

7.1. Assignment. MPP is not entitled to assign, transfer, partially or totally by any means, its position in the subject Agreement in favour of a Third Party. This Agreement, the rights, duties and obligations hereupon granted to or due by MPP are all personal to MPP. MPP agrees not to sell, assign, transfer, mortgage, pledge, or hypothecate any such rights in whole or in part, or delegate any of its duties or obligations under this Agreement without the prior written consent of SDB, which shall not be unreasonably withheld. The merger, consolidation, or reorganization of MPP with one or more Third Parties shall not entitle MPP to transfer substantially any of the rights granted by this Agreement without the written consent of SDB, such consent not to be unreasonably withheld, conditioned or delayed.

7.2. Licences and sublicences. MPP (with the involvement of WHO) and SDB will discuss and agree upon the identities of interested and suitable Third Parties to whom MPP shall grant sublicences for the purposes of developing, fabricating and/or commercialising the Product with SDB's consent, and not to be unreasonably withheld or delayed. MPP will require in the sublicences that Sublicensee(s) use commercially reasonable efforts to ensure that the Product(s) be made available in LMICs at affordable pricing.

8. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

8.1. SDB New Developments. SDB will own the entire right, title and interest in and to any and all inventions and improvements conceived solely by SDB or on its behalf, by its respective employees and agents after the Effective Date relating to the Licensed Technology ("**SDB New Developments**"), subject to the licence grant set out in Clause 2 hereof. SDB shall notify MPP in writing of any SDB New Developments at the earliest convenience and in any case annually or at MPP's reasonable request.

8.2. Filing, prosecution and maintenance of Patent Rights. SDB (or its licensees) shall be responsible for the preparation, filing, prosecution and maintenance of Patent Rights in the Territory and shall cover all associated costs. There will be no obligation for the SDB to maintain the Patent right in any country.

9. DECLARATIONS AND WARRANTIES

9.1. Parties Representations and Warranties. Each Party declares and warrants to the other Party as of the Effective Date that:

a) it has the legal right to conduct its business as now conducted and hereafter contemplated to be conducted; and
b) has been duly authorized to execute this Agreement and that this Agreement constitutes a legal, valid and binding obligation enforceable against such Party in accordance with its terms except to the extent that enforceability may be limited by bankruptcy, insolvency or other similar situation affecting creditors' rights; and
c) MPP or SDB will not grant to any third party any of its right, licence or interest in, to or under the Licensed Technology that would conflict with, limit, or adversely affect the SDB's ability to comply with the terms of this Agreement.

9.2. Disclaimer of Warranties. Neither Party makes any declaration or warranty other than those expressly provided hereunder. SDB does not make any declaration or warranty as regards the

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patentability of any patent application included in the Patent Rights or the prospect to extend any Patent Right. SDB does not make any representation or warranty that the use of any of the Patent claims or piece of information or of Licensed Know-how does not infringe any patent or other intellectual or property rights belonging to Third Parties.

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.1, SDB DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, CONCERNING THE VALIDITY, ENFORCEABILITY, AND SCOPE OF THE PATENT RIGHT, , INCLUDING ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, AND WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, SDB WILL HAVE NO LIABILITY WHATSOEVER TO SUBSUBLICENSEESS OR ANY OTHER PERSON FOR OR ON ACCOUNT OF ANY INJURY, LOSS, OR DAMAGE, OF ANY KIND OR NATURE, SUSTAINED BY, OR ANY DAMAGE ASSESSED OR ASSERTED AGAINST, OR ANY OTHER LIABILITY INCURRED BY OR IMPOSED ON SUBSUBLICENSEESS OR ANY OTHER PERSON, ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM (A) THE MANUFACTURE, USE, OFFER FOR SALE, SALE, OR IMPORT OF A LICENSED PRODUCT, OR THE PRACTICE OF THE PATENT RIGHT; OR (B) ANY ADVERTISING OR OTHER PROMOTIONAL ACTIVITIES CONCERNING ANY OF THE FOREGOING.

9.3. Exclusion of Consequential and Other Indirect Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, SDB WILL NOT BE LIABLE TO SUBLICENSEES OR ANY OTHER PERSON FOR ANY INJURY TO OR LOSS OF GOODWILL, REPUTATION, BUSINESS, PRODUCTION, REVENUES, PROFITS, ANTICIPATED PROFITS, CONTRACTS, OR OPPORTUNITIES (REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES), OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE, OR BREACH OF THIS AGREEMENT), REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR THE PARTY AGAINST WHOM SUCH LIABILITY IS CLAIMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10. CONSIDERATIONS AND FOLLOW-UP REPORTS

As consideration for the rights conveyed by SDB under this Agreement, MPP shall use reasonable efforts to sublicense the rights to develop, use and Commercialize the Patent Rights and Material to companies interested to manufacture and/or Commercialise the Product. MPP will keep SDB regularly informed of the progress in the search for Sublicensees.

11. TERMINATION

11.1. Termination. This Agreement will be terminated either by its fulfillment, i.e. by expiration of the Term as defined in Clause 6, or by its termination by any of the following sub-clauses:

11.2. Termination for breach. Any Party shall have the right to terminate the Agreement, when there has been a material breach by the other Party, which is not cured within 30 days after receiving a written notice specifying the nature of the breach.

11.3. Termination for ceasing of the Sublicensee search activity by MPP

The Parties may terminate this Agreement by written mutual agreement, before ninety (90) days' written notice in due form is provided by MPP to SDB of its intention to cease the search of Sublicensees because it has not been successful.

11.4. Consequences of Termination.

In the event that this Agreement is terminated prior to the expiry of the Term and due to breach by MPP, all sublicence agreements will, upon written approval by SDB, such consent not to be unreasonably withheld, be converted into licences between SDB and the Subicensees, provided that the Sublicensee is not in breach of the sublicence agreement, by way of the MPP, SDB and the

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relevant Licensee entering into a novation agreement transferring the rights and obligations of the MPP under the sublicence to SDB.

12 NOTICES

Any notice given in connection with this Agreement shall be in writing and shall be deemed given upon actual receipt by the addressee. Notices may be given by email, effective on the date sent by email followed by prompt confirmation at the following (email) address, or at such other address as the Party may designate:

At SDB:
Attn: General Counsel
ICT-Valley A-Dong 29th, 58-1, Giheung-ro, Giheung-gu, Yongin-si, Gyeonggi-do, Republic of Korea
Email: eunhae-yi@sdbiosensor.com

At MPP
Attn: General Counsel
Rue de Varembé 7, 1202 Geneva Switzerland
+41 (0)22 533 50 50
legal@medicinespatentpool.org

13. GOVERNING LAW AND JURISDICTION

13.1. Governing Law. This Agreement shall be interpreted and governed by the laws of England and Wales.

13.2. Jurisdiction and Dispute Resolution. Any dispute, controversy or claim arising under, out of or relating to this Agreement (including non-contractual claims) and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, shall be referred to and finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules, with arbitration seat elected in London, England and arbitration to be conducted in English.

13.4. The Parties agree that the burden of the arbitration fee including, but not limited to the attorney's fee shall be decided by the arbitrators.

13.5. If there are any disputes in connection with this Agreement, including its termination under Clause 11, all rights and obligations of the Parties shall continue until such time as any dispute has been resolved in accordance with the provisions of this Clause.

14 MISCELLANEOUS

14.1. Entire Agreement. This Agreement and its Annexes contain the entire agreement between the Parties and shall supersede all previous agreements and understandings between the Parties and predecessors with regards to the contents of this Agreement. The Parties waive the right to rely on any alleged express provision not contained in this Agreement, as regards the specific aspects related to its provisions.

14.2. Modification. Any modification to the Agreement shall only be valid if made in writing and duly signed by the authorized representatives of the Parties.

14.3. No representation. This Agreement does not authorize any Party to act as representative or agent of the other Party, nor shall it represent that it in fact has such authority. Neither Party shall have any authority to make statements, representations or commitments of any kind or take any other action binding on the other, except as specifically provided in this Agreement.

14.4. Severability. If any provision of this Agreement is declared in a final unappealable order by a court of competent jurisdiction to be invalid, illegal, unenforceable, or void, then both Parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is invalid, illegal, unenforceable, or void in the jurisdiction. If the remainder of this Agreement is capable of substantial performance, then each provision not so affected shall remain binding upon the Parties hereto to the extent permitted by law.

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14.5. Headings. The headings in this Agreement are for reference only and shall not in any way control the meaning or interpretation of the corresponding clauses and sub-clauses.

14.6. Survival. Clauses 11.4, and 14 shall survive the expiry or termination of this Agreement.

IN WITNESS WHEREOF, SDB and MPP have caused this Agreement to be duly executed by their authorized representatives, in two counterparts on the Effective Date.

SD Biosensor Inc.

DocuSigned by:
Hyokeun Lee
C94[illegible]

Name: Mr Hyo Keun Lee
Title: Vice Chairman | CEO

2024년1월2일 | 17:25 PST

Medicines Patent Pool

DocuSigned by:
Charles Gore
47[illegible]

Charles Gore
Executive Director

20 December 2023 | 23:41 PST

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Schedule 1: The Licensed Patents

No.	Patent(Utility model) application No.	Title	Date of Patent application
1	PCT/KR2021/012963	진단 키트 트레이 (Diagnostic kit tray)	2021-09-23
2	EP 21872908.5	Diagnostic kit tray	2023-02-10
3	US 18/042,432	Diagnostic kit tray	2023-02-21

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Schedule 2: Licensed Know-how and Materials

a) **Materials:**

Phase 1: SDB supplies a Sublicensee with only individually packed and sealed device in a pouch and individually packed extraction buffer. Other packing materials required to produce a Finished Product are procured by the Sublicensee.

Phase 2: SDB supplies a Sublicensee with only: Semi-Finished Product. Other raw materials and packing materials required to produce the Finished Product are procured by the Sublicensee.

Phase 3: Depending on the level of readiness of the Sublicensee to commence full manufacture, SDB will supply the Sublicensee with either the Materials specified in Option A, or with Materials specified in Option B as follows:

Option A) SDB supplies a Sublicensee with antigen, antibody, and bulk buffer for dispensing. Other raw materials and packing materials required to produce both the Semi-Finished Product and Finished Product, are procured by the Sublicensee.

Option B) SDB supplies a Sublicensee with antigen, antibody only. Other raw materials and packing materials required to produce both the Semi-Finished Product and Finished Product, are procured by the Sublicensee.

b) **Licensed Know-how:**

Transfer of the Licensed Know-how will consist of the following items:

- **Technical support**:

  Plant visits and training: training of Sublicensee technical engineers, at, as the case may be, the Sublicensee's facilities or SDB's facilities that are developing or using the licensed process and/or making and selling the Product.

  Direct assistance: qualified and experienced professional from or on behalf of SDB to advise the Sublicensee on the use of Licensed Know-how for manufacture of the Products.

  Consultation: Sublicensee shall have the right to contact SDB by mail or telephone through representatives appointed by each party in relation to the use of Licensed Know-how, including without limitation for any quality and regulatory questions.

- **Timeline**: each transfer shall be performed in accordance with the duration for each phase below.
- **Duration for each phase:**
  - Phase 1: 2 years from first commercial production of phase 1
  - Phase 2: From the end of Phase 1 until the date when the local manufacturer – the Sublicensee demonstrates compliance with the quality management system criteria as set out in SDB's quality policy in order to meet SDB's quality objectives.
  - Phase 3: For the reminder of the duration of the agreement.