

**AMENDMENT NO. 3
to the MPP–Afrigen Grant Agreement of 21 January 2022**

This amendment (the “**Third Amendment**”) is made and entered into as of _____ 12/12/2024 _____
(the “**Third Amendment Date**”) by and between:

MEDICINES PATENT POOL, a non-profit foundation registered under the laws of Switzerland, and having a principal place of business at Rue de Varembé 7, CH-1202 Geneva (the “**MPP**”); and

AFRIGEN BIOLOGICS (PTY) LTD, with a principal place of business at Unit 5 and 6 Kestrel Park, Longclaw Drive Montague Gardens, Cape Town, Western Cape, 7441, South Africa (“**Afrigen**”).

RECITALS

WHEREAS, MPP and Afrigen entered into a grant agreement dated 21 January 2022 (the “**Grant Agreement**”) in order to collaborate on the Program;

WHEREAS, MPP and Afrigen entered into agreements to amend the Grant Agreement on 11 October 2022 (“**First Amendment**”) and on 24 January 2024 (“**Second Amendment**”); and

WHEREAS, the Parties wish to amend certain Attachments to the Grant Agreement to assist in the Project being carried out in accordance with the objectives of the Program.

NOW THEREFORE, the Parties agree as follows:

1. **Definitions.** All capitalised terms not otherwise defined herein shall have the meaning assigned to them in the Grant Agreement. The terms “New Activity” and “New Budget” shall have the meaning assigned to them in the First Amendment.

2. **Amendment.** The Grant Agreement is, with effect from the Third Amendment Date, amended as follows:

2.1 Section 8.3 of the Grant Agreement is amended and now reads as follows:

8.3. Grant to MPP

a. In the case of data and Inventions created in the performance of the previous and Revised Objective 3 Activity, Afrigen, subject to any necessary approvals in terms of the IPR Act and any other applicable legislation and regulations, and through a separate agreement, undertakes to grant to MPP a non-exclusive, transferable, sublicensable, irrevocable, worldwide, license to practice and have practiced the data and the Inventions, for the purposes of fulfilling its mission to facilitate the development and affordable and equitable access of mRNA technologies in low- and middle-income countries (as defined by the

World Bank), which license may include a royalty sacrifice. For clarity, no royalty may be imposed with respect to data or Inventions licensed to MPP under Section 8.3(b) below. In the event that Afrigen is provided with access to any third-party intellectual property for the purposes of the Project, Afrigen undertakes to use reasonable efforts to negotiate a licence to MPP for such third-party intellectual property under the same or similar terms as either 8.3(a) or 8.3(b), as applicable.

- b. For all data and Inventions other than those to which Section 8.3(a) apply, Afrigen hereby grants to MPP a non-exclusive, transferable, sublicensable, irrevocable, fully paid-up, royalty-free, worldwide, license to practice and have practiced the data and the Inventions for the purposes of fulfilling its mission to facilitate the development and equitable access of health technologies in low- and middle-income countries (as defined by the World Bank).
- c. In the event that MPP wishes to make such Inventions available for purposes other than those referred to in Sections 8.3(a) and (b) herein, MPP and Afrigen will enter into good-faith negotiations.
- d. Afrigen agrees to provide to MPP a licence in relation to its background rights, as referred to in Section 8.1, only to the extent necessary to enable the use and exercise of the Inventions made by Afrigen hereunder.
- e. MPP shall have the right to share the data generated under the Program with WHO for further sharing with any third parties for the purposes of fulfilling its mission to facilitate the development and equitable access of mRNA technologies in low- and middle-income countries.

2.2 The Attachment 1 “Project Scope of Work and Key Personnel” is amended as follows:

- A. the New Activity inserted by clause 2.2 of the First Amendment is removed in its entirety; and
- B. the additional activity to be completed by Afrigen in relation to the project “mRNA Local Innovation Platform”, as set out in Annex 1 hereto (the “**Revised Objective 3 Activity**”), is inserted at the end of Attachment 1.

2.3 The Attachment 2 “Budget, Payment, and Financial Reporting” is amended as follows:

- A. the New Budget inserted by clause 2.3(B) of the First Amendment is removed in its entirety;
- B. the additional budget in South African Rand (ZAR) in relation to the Revised Objective 3 Activity, as set out in Annex 2 hereto (the “**Revised Objective 3 Budget**”), is inserted immediately before the section entitled “B. Payment Schedule”; and

C. the section entitled “B. Payment Schedule” is amended and now reads as follows:

“**B. Payment Schedule**: on a quarterly basis.

Each Disbursement Request, and all financial, technical, and other reports required under this Agreement, shall be sent to:

Ike James
Director of Technology Transfer
Medicines Patent Pool
7 Rue de Varembe 7, Fifth Floor
1202 Geneva
SWITZERLAND
Email: ijames@medicinespatentpool.org

With a copy to: technologytransfer@medicinespatentpool.org”

2.4 Sections 3.1 and 3.6 of the Grant Agreement and clause 2.5 of the First Amendment are amended such that any instance of the term “New Activity” is replaced with the term “Revised Objective 3 Activity” and any instance of the term “New Budget” is replaced with the term “Revised Objective 3 Budget”.

3. General.

- 3.1 Amendments. No provision of this Third Amendment may be modified or amended except expressly in writing signed by all parties.
- 3.2 Governing Law and Jurisdiction. The provisions of Section 13.1 (*Governing Law*) and 13.2 (*Dispute Resolution*) of the Grant Agreement are hereby incorporated into this Third Amendment as if set out herein.
- 3.3 Counterparts. This Third Amendment may be executed in one or more counterparts, each of equal value, which, when joined, shall together constitute one agreement. A signature of a Party transmitted on a scanned copy of this Third Amendment is deemed as an original signature. Any photocopy or electronic facsimile (including pdf format) of this Third Amendment, or of any counterpart, shall be deemed the equivalent to an original.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment by their duly authorised representatives.

[Signatures appear on the following page]

Signed for and on behalf of
MEDICINES PATENT POOL

DocuSigned by:

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Name Charles Gore
Title Executive Director
Date 12 December 2024

Signed for and on behalf of
AFRIGEN BIOLOGICS (PTY) LTD

DocuSigned by:

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Name Petro Terblanche
Title Chief Executive Officer
Date 13 December 2024

DocuSigned by:

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Name Marie-Paule Kieny
Title Chair of the Board
Date 12 December 2024