

AMENDMENT NO. 1
to the Grant Agreement of 16 November 2023

THIS AMENDMENT AGREEMENT (the "**Amendment**") is entered into as of the date of last signature hereto (the "**Amendment Effective Date**") by and between:

MEDICINES PATENT POOL FOUNDATION, a non-profit organisation, whose registered office is at Rue de Varembé 7, 1202 Geneva, Switzerland ("**MPP**");

WITS HEALTH CONSORTIUM (PTY) LTD, with registered address at 31 Princess of Wales Terrace, Parktown, Johannesburg, 2193, through its Supporting Health Initiatives division ("**WHC**");

RAJ LONG, 4 Drill Court, Walmer England ("**Project Lead**" or "**PI**"); and

SOUTH AFRICAN HEALTH PRODUCTS REGULATORY AUTHORITY, a juristic person established in terms of Clause 2 of the Medicines and Related Substances Act 101 of 1965, as amended, whose official business address is Second Floor Building A, Loftus Park, 402 Kirkness Street, Arcadia, Pretoria ("**SAHPRA**"), herein duly represented by Dr Boitumelo Semete-Makokotlela in her capacity as the Chief Executive Officer who warrants that she is authorised to do so,

each individually a "**Party**" and together the "**Parties**".

RECITALS

WHEREAS, the Parties entered into a Grant Agreement on 16 November 2023 (the "**Agreement**") in connection with the mRNA Technology Transfer Programme.

WHEREAS, in accordance with the terms and conditions of the Agreement, the Project Lead and SAHPRA have agreed to certain revisions to the scope, timeline, and Budget of the Project, which the Parties do not intend to be affected or displaced by this Amendment.

WHEREAS, the Parties wish to extend the overall term of the Project by twelve (12) months, consistent with the no-cost extension granted by the Funder.

WHEREAS, as at Amendment Effective Date, interest exceeding [REDACTED] South African Rands (ZAR) has been accumulated on the Funds held by WHC.

WHEREAS, noting the work involved in managing the Project to date and the Parties' decision to now extend the term of the Project by a further year, the Parties desire that a proportion of the interest accumulated on the Funds held by WHC be disbursed to the Project Lead as a fee for carrying out her obligations under the Agreement.

WHEREAS, the Parties now wish to amend the Agreement so as to give effect to (i) the proposed term extension, (ii) the proposed payment of fees to the Project Lead, and (iii) other changes to streamline financial and technical reporting requirements.

NOW THEREFORE, based on the foregoing premises and in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Definitions.** All capitalised terms not otherwise defined herein shall have the meanings assigned to them in the Agreement.
2. **Amendment.** The Agreement is, with effect from the Amendment Effective Date, amended as follows:
 - 2.1. All references in the Agreement to the "Project Lead" shall be read as a reference to "Project Lead / PI".
 - 2.2. Clause 6 is hereby amended and shall now read as follows:
 6. **WHC & Project Lead Fees**
 - 6.1 SHI, a Division of WHC Management Fee. In consideration of receiving and disbursing the Funds under this Agreement, WHC shall be paid management fees in accordance with the amounts and payment schedule set out in Annexure 2 Clause B ("**Management Fees**"). WHC shall receive the Management Fees by deducting it from the amount of Funds held by WHC in its Project Account and transferring it to any of its other bank accounts.
 - 6.2 Project Lead Fee. In consideration of performing the obligations described in Clause 1.3, Project Lead shall be paid a management fee in accordance with the amount and payment schedule set out in Annexure 2 Clause B1 ("**Project Lead Fee**"). WHC shall transfer the Project Lead Fee from its Project Account to the account specified in Annexure 2 Clause E. The Project Lead Fee shall be disbursed in United States Dollars (USD). The Project Lead Fee shall be recorded in the WHC Financial Statements as a deduction from the interest accumulated on the Funds held in the Project Account.
 - 2.3. Clauses 8.1(b), 8.4(b), and 9.1(b) are deleted in their entirety. The words "WHC Interim Financial Statement and" in clause 8.5 are deleted accordingly.
 - 2.4. The words "31 January 2025 and 31 January 2026" in clause 8.2 are deleted and replaced with the words "31 January 2026 and 31 January 2027".
 - 2.5. The words "SAHPRA and / or a Consultant(s)" in clause 8.4(a) and in 8.4(c) are deleted and replaced with the words "SAHPRA, Project Lead and/or a Consultant(s)".
 - 2.6. The words "31 December of each year" in clause 8.6 are deleted and replaced with "31 January 2026 and 31 January 2027".
 - 2.7. Clause 10.3 is hereby amended and shall now read as follows:
 - 10.3 WHC Records. WHC shall maintain supporting documentation for all disbursements of the Funds to SAHPRA, Project Lead and any Consultant(s), including records of the Disbursement Requests received under this Agreement. All records and documentation related to this Agreement shall be maintained in accordance with applicable laws and regulations and generally accepted accounting principles for a period of five years from completion of the Project.

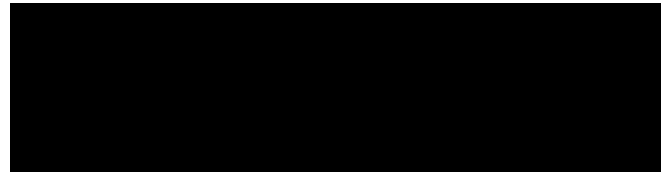
- 2.8. Clause 13.1 is amended such that the email address provided for Project Lead (“raj.long@gatesfoundation.org”) is deleted and replaced with [REDACTED]
- 2.9. Clause 15.1 is hereby amended such that the words “31 January 2026” are deleted and replaced with the words “31 January 2027”.
- 2.10. Annexure 2 (Budget and Payment) is amended such that a new Clause B1 is inserted immediately below Clause B, which shall read as follows:

B1. Payment schedule to Project Lead



- 2.11. Annexure 2 (Budget and Payment) is amended such that a new Clause E is inserted immediately below Clause D, which shall read as follows:

E. Project Lead Payment Information



- 2.12. All other provisions of the Agreement remain unchanged and shall continue in full force and effect. For the avoidance of doubt, nothing in this Amendment modifies or supersedes any revisions to the Project scope, timeline and/or Budget made by the Project Lead and SAHPRA in accordance with Clauses 1.1, 2.1, 4.4 and/or other relevant clause(s) of the Agreement prior to the Amendment Effective Date.

3. General.

- 3.1. Amendments. No provision of this Amendment may be modified or amended except expressly in writing signed by all Parties.
- 3.2. Governing Law and Jurisdiction. The provisions of Clause 17 (*Dispute Resolution*) and Clause 18.5 (*Governing Law*) of the Agreement are hereby incorporated into this Amendment as if set out herein.
- 3.3. Counterparts. This 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 Amendment is deemed as an original signature. Any photocopy of electronic facsimile (including PDF format) of this Amendment, or of any counterpart, shall be deemed the equivalent to an original.

IN WITNESS WHEREOF the Parties have executed this Amendment by their duly authorized representatives.

[signatures on next page]

Signed for and on behalf of
MEDICINES PATENT POOL FOUNDATION

DocuSigned by:
Charles Gore
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CHARLES GORE
Executive Director

Date: 19 March 2025

DocuSigned by:
Marie-Paule Kiény
331D2E7893C949A...

MARIE-PAULE KIENY
Chair of the Board

Date: 19 March 2025

Signed for and on behalf of
WITS HEALTH CONSORTIUM (PTY) LTD

Signed by:
Alfred Farrell
37A0D360C3F1430...

ALFRED FARRELL
Chief Executive Officer

Date: 20 March 2025

Signed by
RAJ LONG

DocuSigned by:
Raj Long
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RAJ LONG
Project Lead

Date: 19 March 2025

Signed for and on behalf of
SOUTH AFRICAN HEALTH PRODUCTS REGULATORY AUTHORITY

DocuSigned by:
Boitumelo Semete
39233E3A4995401...

BOITUMELO SEMETE-MOKOKOTLELA
Chief Executive Officer

Date: 19 March 2025