

AMENDMENT #1 to the MPP-Afrigen grant agreement of 21 January 2022

This Amendment (the “**Amendment**”) is made and entered into as of 11/10/2022 (the “**Amendment Date**”) by and between the 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 (the “**Afrigen**”).

RECITALS

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

WHEREAS, the Parties wish to amend the budget of the Grant Agreement by adding certain budget provisions regarding mRNA hub spokes training, and to add in the scope for the Grant Agreement another activity (and its related budget and scope of work) regarding Afrigen contribution to the project led by SOUTH AFRICAN MEDICAL RESEARCH COUNCIL (“**SAMRC**”) titled: “Developing local innovation and product: “A national consortium to advance vaccine development and manufacturing”. Furthermore, taking into consideration all rights accruing to the MPP with regards to Inventions emanating from the Grant Agreement, MPP grants Afrigen the option to license such Inventions for commercial manufacture and distribution provided that such action does not conflict with the MPP’s mission as stated in section 8.3.

NOW THEREFORE, the Parties agree as follows:

1. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Grant Agreement.
2. **Amendment.** The Grant Agreement is, with effect from the Amendment Date, amended as follows:
 - 2.1 The Section 3.1 is amended and now reads as follows:
 - “3.1 Grant for the Project. Subject to the terms and conditions of this Agreement, and Afrigen’s compliance therewith, MPP will fund Afrigen for performing the Project in accordance with the approved budget attached as Attachment 2 and incorporated herein (“**Budget**”). The maximum amount hereunder shall not exceed the amount of USD 47 million for the Project (except the New Activity) and ZAR 24.5 million for the New Activity. Subject to Section 11.2 “Grant Reduction”, MPP shall have the right to increase or decrease the total amount of the grant in accordance with the needs and the performance of the Project.”
 - 2.2 The Attachment 1 “Project Scope of Work and Key Personnel” is amended to include the additional activity to be completed by Afrigen in relation to “mRNA local innovation platform”, as set out in Annex 1 hereto (the “**New Activity**”).
 - 2.3 The Attachment 2A “Budget” is amended to include:
 - A. the revised Budget in USD, including the new budget line in relation to activity “Spokes Training by Afrigen” as set out in Annex 2 hereto; and

B. the additional budget in ZAR in relation to the New Activity, as set out in Annex 2 hereto (the “**New Budget**”).

2.4 The Attachment 2 B “Payment Schedule” is amended and now reads as follows:

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

Each Disbursement Request and each Finance Reporting shall be sent to:

Muriel Lacombe
Finance Manager
Medicines Patent Pool
7 rue de Varembe
1202 Geneva
Switzerland
email: mlacombe@medicinespatentpool.org”

2.5 The Section 3.6 is amended and now reads as follows:

“3.6. Financial Reports. Each financial report shall:

- a. be sent within 10 –working days after the end of each calendar quarter (quarter month – 1st quarter ending March 2022) in a format to be shared by MPP, which may be updated from time to time;
- b. with regards to the Budget, as revised from time to time, be issued in USD currency, taking into account the average exchange rate OANDA (<https://www.oanda.com>) of the reported period;
- c. with regards to the New Activity and the New Budget, be issued in ZAR currency;
- d. contain the comparison between the actual spending versus the budgeted amounts;
- e. be certified as complete and accurate by an authorized official of Afrigen for the activities performed.
- f. be sent to the address set forth in Attachment 2.”

2.6. The technical reports in relation to the New Activity will be issued separately from the reports in relation to the rest of the Project, but always in compliance with Section 5 “Project Reports and Inspections”.

2.7 The Attachment 2D “Financial Report format” is removed from the Grant Agreement.

2.8. The Attachment 2E “Questionnaire for the annual financial statement” is removed from the Grant Agreement.

2.9 All other provisions of the Grant Agreement remain unchanged.

2.10 Under section 8: Intellectual Property, a new section 8.6 is added as follows:

8.6 Grant to Afrigen

MPP hereby grants to Afrigen the option to utilize the Inventions to commercially produce and distribute products provided that such option should it be exercised by Afrigen does not conflict with the MPP’s mission as described in section 8.3. To ensure that such conflicts are avoided, Afrigen will consult with the MPP at the time of such commercial interest in order to receive support on Afrigen’s

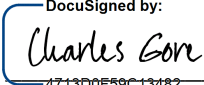
commercial plan. Should such Invention be solely or jointly owned by the MPP, then upon such support being received by Afrigen from the MPP, the MPP will grant Afrigen a license for the use of such Invention on terms to be negotiated in good faith between the Parties.

3. General.

- 3.1 Amendments. No provision of this Amendment may be modified or amended except expressly in a writing signed by all parties.
- 3.3 Governing Law and Jurisdiction. The provisions of clauses 13.1 (*Governing Law*) and 13.2 (*Dispute Resolution*) of the Grant Agreement are hereby incorporated into this Amendment as if set out herein.
- 3.4 Counterparts. This Amendment may be executed in three 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 or 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.

Medicines Patent Pool

DocuSigned by:

 By: _____
 Name: Charles Gore
 Title: Executive Director

AFRIGEN BIOLOGICS (PTY) LTD

DocuSigned by:

 By: _____
 Name: Petro Terblanche
 Title: Managing Director

DocuSigned by:

 By: _____
 Name: Marie-Paule Kieny
 Title: Chair of the Board