

AMENDMENT #2 to the MPP-Afrigen grant agreement of 21 January 2022

This Second Amendment (the “**Second Amendment**”) is made and entered into as of 24 January 2024 (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 Varembe 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, and amended on 11 October 2022, (the “**Grant Agreement**”) in order to collaborate on the Program;

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

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.

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

2.1. Section 1.1 is amended and now reads as follows:

1.1. Scope of Work. Afrigen will perform the scope of work as part of the Program described in Attachment 1, attached and incorporated herein (“**Project**”). The Project may be modified solely by mutual agreement between the Parties. Afrigen shall not disclose any technology transfer package or other information, material or results generated or otherwise arising from its performance of the scope of work set out in Attachment 1 of this Agreement, including any data or Inventions, to any third party unless it is either an entity designated by WHO as an eligible recipient of the mRNA technology platform under the Program or as otherwise agreed to in writing by the Parties.

2.2. Section 3.7 is amended and now reads as follows:

3.7. Annual Financial Statement. In addition to quarterly financial reports under this Agreement as per Section 3.6, Afrigen shall provide to MPP an audited annual statement comprising the following elements by the 15 March of each year:

- a. audited annual project financial report of Afrigen; and
- b. a questionnaire, in a format to be provided by MPP, regarding the use of funds under this Agreement.

Such questionnaire shall be signed by an auditor mutually agreed upon by the Parties.

2.3. Section 4 is amended and now reads as follows:

4. Use of Funds.

4.1 Afrigen acknowledges and agrees that the grant hereunder is provided for non-commercial purposes only. During the term of this Agreement, Afrigen shall use the funds for the execution of the Project and the activities listed in the scope of work set out in Attachment 1. As such, Afrigen shall enter into the necessary sub-agreements and perform the necessary administrative activities to ensure that the activities listed in the scope of work set out in Attachment 1 are funded and executed. Afrigen shall not use the funds to perform activities outside the scope of work set out in Attachment 1 unless as otherwise agreed to in writing by the Parties.

4.2 During the Project term, Afrigen and / or the sub-grantees funded hereunder with MPP funds through Afrigen shall use the equipment, materials or goods, purchased or generated with the grant provided hereunder, for the purpose of the Project. Any other use of the equipment, materials or goods, purchased or generated shall be restricted to not-for-profit, academic use and shall not interfere with, compete with or delay the activities funded hereunder (with documentary evidence upon MPP's request).

4.3 Title to any equipment, materials or goods purchased or generated with the MPP grant provided hereunder shall vest in Afrigen and / or sub-grantee(s), as applicable, during the Project provided Afrigen and / or sub-grantee(s) use such in accordance with Section 4.2. During this period, or upon completion of the Project or termination of this Agreement, if Afrigen and / or sub-grantee(s) wish to:

- a. use any equipment, goods or materials purchased through this grant for commercial purposes; or
- b. either sell, donate or otherwise transfer the said equipment, goods or materials,

Afrigen and / or sub-grantee(s) shall request a prior written consent from MPP. Should MPP provide such consent, Afrigen agrees and / or shall procure that the sub-grantee(s) agrees to reimburse MPP for fair market value of such commercial use. Afrigen and / or sub-grantee(s) may upon completion of the Project or termination of this Agreement (except in case of termination pursuant to Section 11.3 hereof) use any equipment, goods or materials purchased through this grant for not-for-profit, academic purposes.

2.4. All other provisions of the Grant Agreement remain unchanged.

3. General.

3.1 Amendments. No provision of this Second 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 Second Amendment as if set out herein.

3.4 Counterparts. This Second 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 Second Amendment is deemed as an original signature. Any photocopy or electronic facsimile (including pdf format) of this Second Amendment, or of any counterpart, shall be deemed the equivalent to an original.

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

MEDICINES PATENT POOL

DocuSigned by:
Charles Gore 1/25/2024
By: _____
Name: Charles Gore
Title: Executive Director

AFRIGEN BIOLOGICS (PTY) LTD

DocuSigned by:
Petro Terblanche 1/25/2024
By: _____
Name: Petro Terblanche
Title: CEO

DocuSigned by:
Marie-Paule Kieny 1/25/2024
By: _____
Name: Marie-Paule Kieny
Title: Chair of the Board