

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on 15 December 2025 by and between

MEDICINES PATENT POOL FOUNDATION, a not-for-profit foundation registered under the laws of Switzerland with its registered address at Rue de Varembé 7, 1202 Geneva, Switzerland (“**MPP**”); and

SWIFTPHARMA BV (“**SWIFT**”), a company registered under the laws of Belgium with its registered address at Thor Park 8027 (FacThory Building), 3600 Genk, Belgium,

referred to collectively as the “**Parties**” and individually as a “**Party**”.

Introduction

MPP is a UN-backed international public health organisation dedicated to increasing access to essential medicines and health technologies in low- and middle-income countries (“**LMICs**”). MPP works with partners to license these medicines and technologies through its innovative business model, encouraging the development of new formulations and the expansion of generic manufacturing markets.

MPP has received funds from the Government of Flanders to enhance regional health security in Africa by strengthening local manufacturing capacities for vaccines, therapeutics, and essential health products in low- and middle-income countries through technical partnerships with Flemish institutions.

SWIFT is undertaking research to develop an effective vaginal suppository containing the antiviral lectin, Griffithsin (GRFT), an antimicrobial peptide (RDAMP15) produced using SWIFT’s plant-based HyperXpress™ transient expression system, and a proprietary antiviral-antibacterial (AP-L01) (hereinafter also referred to as “the **Product**”) for use as topical prophylaxis against HIV, HSV, HPV as well as Chlamydia, Gonorrhoea, and Syphilis (hereinafter also referred to as “the **Field**”). The project under which Parties will operate shall bear the name “Project ELYRA” (hereinafter also referred to as “the Project”).

The Parties wish to collaborate with respect to the further development and technology transfer to South Africa of the Product and to support the clinical development and registration of the Product in South Africa. The collaboration also envisages technology transfer to other LMICs once proof-of-concept has been demonstrated in South Africa. To support technology transfer to South Africa and LMICs, SWIFT intends to license the technology to MPP (for sublicensing to recipients) on appropriate terms that promote affordable local or regional manufacture and distribution, enable sustainable revenue generation by manufacturers, and support regional health security in Africa, but also reflect the economic interests of SwiftPharma.

NOW THEREFORE the Parties hereby agree to collaborate as described in this Memorandum of Understanding:

Article 1
Objectives and Areas of Cooperation

1. The objective of this Memorandum of Understanding is:
 - a. to provide a framework of cooperation and understanding for the efficient transfer of health technologies developed by SWIFT to South Africa and other LMICs—through MPP and with public health-driven, voluntary, non-exclusive and transparent licences—to support the development, manufacture, registration and distribution of Products for use in the Field (the “**Collaboration**”); and
 - b. to define roles and responsibilities to facilitate the Collaboration between the Parties.

2. The Parties intend to facilitate:
 - a. the identification of any intellectual property (“**IP**”) or other rights owned or controlled by third parties, including the Population Council, that may be required for the development and use of the Product, and securing access to those rights;
 - b. the identification and assessment of potential recipients of technology transfer;
 - c. engagement with local stakeholders, including with respect to product development, manufacturing, government support, and regulatory approval;
 - d. facilitating early-stage clinical trials to support the development of the Product for use in the Field in South Africa and other LMICs; and
 - e. joint resource mobilisation efforts to support the objectives of the Collaboration.

3. The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest. All areas of cooperation and specific actions will be detailed in a work plan that will be developed, adopted, and updated by the Parties (the “**Work Plan**”). Within three (3) months from the entry into force of this Memorandum of Understanding, the Parties will initiate the preparation of the Work Plan for the implementation of this Memorandum of Understanding.

Article 2
Roles and Responsibilities of the Parties

1. The structure defining and detailing the roles and responsibilities of the Parties will be developed and agreed upon in the joint Work Plan.

2. Without prejudice to the foregoing, and subject to the further specification of and/or any variations to such responsibilities in the Work Plan, the Parties intend to assume the following responsibilities:
 - a. SWIFT will negotiate access to any third-party IP rights or other rights that may be required for the purposes of the Collaboration, including from the Population Council with respect to the use of Fast Dissolving Insert (FDI) technology formulation (if used) in the Product;
 - b. SWIFT and MPP will engage in good faith negotiations for the licensing from SWIFT to MPP of any IP and know-how needed to develop and commercialise the Product in the

Field in South Africa and other LMICs, on appropriate terms that promote affordable local or regional manufacture and distribution, enable sustainable revenue generation by manufacturers and SWIFT, and support regional health security in Africa;

- c. MPP will grant and manage sublicences to any IP and know-how that is made available to it pursuant to this Memorandum of Understanding to promote the objectives of the Collaboration. Granting of sublicences requires written consent by SWIFT. SWIFT and MPP shall coordinate and agree on negotiation strategy, and no commitments will be made without mutual written consent;
- d. SWIFT and MPP will conduct a joint mission to South Africa as soon as the Joint Work Plan has been completed, to visit potential recipients of technology transfer, meet with local stakeholders to discuss the product development and manufacturing plans and, as appropriate, initiate plans for a preliminary laboratory-scale technology transfer;
- e. SWIFT and MPP will establish a scientific advisory group to advise on user acceptability, clinical pathway, and building interest from potential users;
- f. SWIFT and MPP will work together to identify funding mechanisms to support product development at SWIFT, technology transfer, clinical trials, and regulatory approval;
- g. SWIFT and MPP will establish a product development group with regular meetings to ensure alignment on activities being undertaken by SWIFT in Belgium and necessary activities to be undertaken in South Africa, including development of target product profiles, government buy-in, preparation and submission to the regulatory agency for a clinical evaluation, and other development activities; and
- h. SWIFT and MPP will facilitate the initiation of a Phase I study in South Africa to measure tolerability of repeat administration, antiviral, and (if feasible) antimicrobial activity in mucosal secretion over time.

Article 3

Implementation, Financial Obligations, and Fundraising

1. Implementation of any of the activities outlined in this Memorandum of Understanding will be subject to the availability of sufficient financial and human resources for that purpose, as well as each Party's programme of work, priority activities, policies, rules and regulations, as well as its administrative procedures and practices.
2. No transfer of funds between the Parties is envisioned in connection with this Memorandum of Understanding, and any such transfer of funds would be subject to separate agreement between the Parties.
3. Neither Party will engage in fundraising with third parties for activities to be carried out pursuant to this Memorandum of Understanding in the name of, or on behalf of, the other Party, without the prior written approval of the other Party.
4. MPP has received funding from the Flemish Government to support a technology transfer between a Flemish SME and LMICs. Pending approval from the Flemish Government for

allocation of these funds to this project and subject to separate written agreement between MPP and SWIFT, MPP will provide financial support within the approved envelope to facilitate product development at SWIFT and laboratory-scale technology transfer to a South African recipient. The laboratory-scale technology transfer must be completed by 31 December 2026. The transfer does not include any Good Manufacturing Practice (GMP) production activities or the conduct of clinical trials. These activities fall under the next phase of the Project, for which the Parties will make joint efforts to secure additional funding.

Article 4

Intellectual Property Rights

Each Party maintains the intellectual property it owns. In the event of joint implementation of activities pursuant to this Memorandum of Understanding which result in the development of intellectual property rights, the provisions regarding such intellectual property rights will be determined by separate agreement between the Parties prior to the dissemination of such intellectual property.

Article 5

Confidentiality

It is acknowledged that each Party may possess confidential information, which is proprietary to it or to third parties collaborating with it. Any information provided by one Party (as the "**Disclosing Party**") to the other Party (as the "**Receiving Party**") in the context of this Memorandum of Understanding shall be treated by the Receiving Party as confidential. In this connection, the Receiving Party shall take all reasonable measures to keep the information confidential and shall only use the information for the purpose for which it was provided. The Receiving Party shall ensure that any persons having access to the said information shall be made aware of and be bound by the obligations of the Receiving Party hereunder. However, there shall be no obligation of confidentiality or restriction on use where:

- a. the information is publicly available, or becomes publicly available otherwise than by action of the Receiving Party; or
- b. the information was already known to the Receiving Party (as evidenced by its written records) prior to its receipt; or
- c. the information was received from a third party not in breach of an obligation of confidentiality owed to the Disclosing Party; or
- d. the information was independently developed by the Receiving Party by persons who did not have access to confidential information of the Disclosing Party.

Notwithstanding the foregoing, the Receiving Party shall be permitted to disclose Confidential Information of the Disclosing Party in the event that the Receiving Party is legally compelled by any laws applicable to it to disclose such confidential information, provided that the Receiving Party shall immediately notify the Disclosing Party in writing of such requirement and shall provide adequate opportunity to the Disclosing Party to object to or restrict such disclosure, or request confidential treatment thereof.

Upon termination of this Memorandum of Understanding, the Receiving Party shall (unless otherwise agreed in writing by the Disclosing Party) immediately cease all use and make no further use of the

confidential information disclosed or otherwise made available to the Receiving Party in connection with this Memorandum of Understanding and/or any activities hereunder. If requested by the Disclosing Party, the Receiving Party agrees to promptly return to the Disclosing Party or destroy (at the Disclosing Party's election) any and all such confidential information, except that the Receiving Party may retain one archival copy thereof to determine any continuing obligations hereunder.

Article 6
Official Emblems and Logos

Neither Party will use the name, emblem, logo, or trademark of the other Party, its subsidiary bodies, or affiliates, in any way, including in any publication or public document, without the prior written approval of the other Party.

Article 7
Disclosure and Publicity

Subject to the provisions of Article 5 and 6 above, each Party may publicly acknowledge the existence of this Memorandum of Understanding and publish this Memorandum of Understanding in its entirety on its website, and may disclose general (non-confidential) information with respect to the collaborative activities contemplated herein. Such disclosure will be made in accordance with the disclosing Party's respective disclosure policies, provided always that any such disclosure will be consistent with the terms of this Memorandum of Understanding.

Article 8
Responsibility

Each Party will be solely responsible for the manner in which it carries out its part of the activities under this Memorandum of Understanding. Thus, a Party will not be responsible for any loss, accident, damage or injury suffered or caused by the other Party, or that other Party's personnel or contractors, in connection with, or as a result of, the collaboration under this Memorandum of Understanding.

Article 9
Notification and Amendment

1. Each Party will promptly notify the other Party in writing of any anticipated or actual material changes that will affect such Party's performance of its obligations of this Memorandum of Understanding.
2. This Memorandum of Understanding may be amended only by mutual written agreement of the Parties.

Article 10
Duration and Termination

1. This Memorandum of Understanding will enter into force upon signature by the authorised official of each Party. If the signing occurs on different dates, this Memorandum of Understanding will take effect on the date of the last signature thereof.
2. The Memorandum of Understanding will remain in force for a period of one year, and may be extended at that time by written agreement of the Parties for one additional period of two (2) years.
3. Either Party may terminate this Memorandum of Understanding upon providing three (3) months' advance written notice to the other Party. Termination shall not affect the right of either Party to bring ongoing activities to an orderly close; however, it shall not oblige either Party to continue or initiate any activities beyond what is reasonably necessary to wind down work already in progress at the time notice of termination is given. Upon termination, there will be no break-up or other costs due from one party to the other.
4. Either Party shall have the right to terminate this Memorandum of Understanding with immediate effect upon written notice to the other Party if the other Party fails to perform any of its obligations during the term of this Memorandum of Understanding.

Article 11
Communications

All written communications exchanged under this Memorandum of Understanding will be directed to the following addresses or as otherwise agreed in writing by the Parties:

For MPP:

Dr Ike James
Medicines Patent Pool
Rue de Varembe 7, 5th Floor
CH-1202 Geneva
SWITZERLAND
Email: ijames@medicinespatentpool.org
Copy to: legal@medicinespatentpool.org

For SWIFT:

Jeroen Hofenk
SwiftPharma BV
Thor Park 8027
3600 Genk
BELGIUM
Email: jeroen@swiftpharma.eu
Copy to: bart@swiftpharma.eu

Article 12

Status of this Memorandum of Understanding

With the exception of Article 4 (Intellectual Property Rights) and Article 5 (Confidentiality), this Memorandum of Understanding is not intended to be legally binding and does not in itself give rise to any implication of commitment of resources, financial or otherwise, by either Party. Nothing contained in this Memorandum of Understanding shall be construed as giving rise to a legitimate expectation by either Party that any further separate agreement will be concluded between the Parties

Article 13

Dispute Resolution

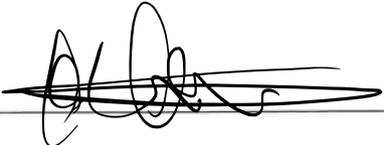
In the event of a dispute, controversy or claim arising out of or relating to this Memorandum of Understanding, the Parties will use their best efforts to promptly settle such dispute through direct negotiation. Any dispute that is not settled within sixty (60) days from the date either Party has notified the other Party of the nature of the dispute and of the measures that should be taken to rectify it will be resolved through consultation between the senior officials of the Parties.

IN WITNESS WHEREOF the Parties have executed this Memorandum of Understanding by their authorised representatives:

For and on behalf of
MEDICINES PATENT POOL FOUNDATION

Signature 
Name Charles Gore
Title Executive Director
Date 15 December 2025

For and on behalf of
SWIFTPHARMA BV

Signature 
Name Jeroen Hofenk
Title Director
Date 15 / 12 / 2025

Signature 
Name Raymond Perrenet
Title Director
Date 15 / 12 / 2025