

FRAMEWORK FOR COLLABORATION
Between
MEDICINES PATENT POOL FOUNDATION
and
RINUAGENE

This Framework for Collaboration is entered into on September 29th 2026 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 RINUAGENE BIOTECHNOLOGY CO., LTD., a company registered under the laws of China with its principal place of business at Unit 201, Building 24, Phase II BioBay Industry Park, 218 Sangtian Street, Suzhou, Jiangsu, 215123, China ("**RinuaGene**"), referred to collectively as the "Parties" and individually as a "Party".

Preamble

WHEREAS, 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 medicines and health technologies through its public health-oriented model, supporting product development, technology transfer and the expansion of sustainable manufacturing capacity;

WHEREAS, the World Health Organization ("WHO") and MPP established and co-lead the mRNA Technology Transfer Programme (the "Programme") to strengthen sustainable mRNA research, development and manufacturing capacity in LMICs and to improve access to mRNA-based health products;

WHEREAS, MPP serves as an implementing partner for the Programme, including in relation to intellectual property, licensing, technology transfer, product development partnerships and engagement with Programme manufacturing partners;

WHEREAS, RinuaGene has developed RG002, an mRNA-based therapeutic human papillomavirus (HPV) vaccine candidate ("RG002") and is exploring opportunities to advance RG002 through further clinical development, regulatory approval, manufacturing and potential commercialization;

WHEREAS, the Parties recognize an opportunity to collaborate on a pathway for the development, technology transfer, local or regional manufacture and sustainable access to RG002 in selected LMICs;

WHEREAS, the Parties may also identify other RinuaGene mRNA product candidates of mutual interest (the "Additional Candidates") for potential co-development, technology transfer and access in LMICs;

WHEREAS, WHO is not a Party to this Framework for Collaboration. MPP may coordinate with WHO, in its capacity as co-lead of the Programme, on activities relevant to the Programme, subject to WHO's mandate, policies, procedures, resources and separate agreement or confirmation as appropriate;

NOW THEREFORE, the Parties hereby agree to collaborate as described in this Framework for Collaboration:

Article 1: Objectives and Areas of Collaboration

1. The objective of this Framework for Collaboration is:
 - a. to provide a framework of cooperation and mutual understanding between the Parties to assess and, where feasible, establish a pathway for the technology transfer and local manufacture of RG002 in selected LMICs, with the objective of supporting sustainable and affordable access in LMIC regions where there is a relevant public health need;
 - b. as a secondary objective, to assess and, where appropriate, establish pathways for the co-development, technology transfer and local or regional manufacture of Additional Candidates agreed by the Parties; and
 - c. to define roles and responsibilities to facilitate the collaboration between the Parties (the "Collaboration").
2. In pursuing the Collaboration, the Parties intend to be guided by public health impact, appropriate and equitable access, commercial and manufacturing sustainability, voluntary collaboration, and complementarity with RinuaGene's existing and future global development and commercialization partnerships.
3. The Parties intend to facilitate:
 - a. global development, regulatory and access strategy: The assessment of clinical, regulatory, public health, policy and market considerations relevant to the development, registration, introduction and uptake of RG002 and, where agreed, Additional Candidates in selected LMICs, including identification of priority countries and regions, potential demand, affordability, procurement and financing considerations;
 - b. technology transfer, local manufacturing and IP: The identification and assessment of suitable LMIC manufacturing partners and the development of appropriate technology transfer, manufacturing and capacity-strengthening strategies, including consideration of relevant technical, infrastructure, quality, regulatory, intellectual property and licensing requirements;
 - c. partnerships, financing and commercial alignment: Engagement with relevant governments, regulatory authorities, public health and development partners, financing institutions and other stakeholders to identify opportunities to support development, technology transfer and local or regional manufacturing, and consideration of how the objectives of the Collaboration may be reflected in RinuaGene's future development, manufacturing and commercialization partnerships.
4. The above list is not exhaustive and does not exclude other forms of cooperation agreed by the Parties. Specific areas of cooperation and related actions will be further detailed in a work plan developed, adopted and updated by the Parties (the "Work Plan"). The Parties intend to initiate preparation of the Work Plan promptly following entry into force of this Framework for Collaboration. An indicative initial Work Plan is set out in Annex 1.

Article 2: Roles and Responsibilities of the Parties

1. The detailed roles and responsibilities of the Parties will be developed and agreed in the Work Plan.
2. Without prejudice to the foregoing, the Parties intend to assume the following responsibilities:

RinuaGene

- a. make available relevant information regarding RG002 and agreed Additional Candidates, including available clinical, manufacturing, regulatory and intellectual property information, as appropriate and subject to the confidentiality obligations as set forth in Art. 5 herein;
- b. provide relevant technical expertise and know-how reasonably necessary to assess the feasibility and requirements of technology transfer;
- c. participate in the assessment and selection of potential LMIC manufacturing partners;
- d. participate in discussions regarding potential product development, technology transfer, manufacturing, access and licensing models;
- e. contribute its expertise to the assessment of clinical and regulatory development pathways in relevant geographies; and
- f. work with MPP to explore commercially sustainable pathways that support affordable access to RG002 and agreed Additional Candidates in selected LMICs.

MPP

- a. provide relevant expertise in intellectual property, licensing, technology transfer, product development, manufacturing readiness and access strategies;
 - b. support assessment of relevant intellectual property, regulatory, manufacturing and access considerations for RG002 and agreed Additional Candidates;
 - c. facilitate engagement with suitable Programme and other LMIC manufacturing partners and support assessment of their technical capabilities and readiness;
 - d. support development of appropriate technology transfer and local or regional manufacturing strategies;
 - e. facilitate, as appropriate, connections with potential development, manufacturing, financing, regulatory, public health and other strategic partners;
 - f. support identification of priority LMIC markets and development of appropriate access and affordability approaches;
 - g. coordinate, where relevant to the Programme, with WHO as Programme co-lead. Any participation, support or commitment by WHO will be subject to WHO's own mandate, policies, procedures, resources and separate agreement or confirmation and will not create any obligation on WHO under this Framework for Collaboration; and
 - h. work with RinuaGene to explore models that enable sustainable local and regional manufacturing and affordable access while respecting RinuaGene's intellectual property and legitimate commercial interests.
3. The Parties may establish a joint working group and designate focal points to coordinate the Collaboration. The frequency and composition of meetings will be agreed in the Work Plan and may be adjusted by mutual agreement.

Article 3: Implementation, Financial Obligations, and Fundraising

1. Implementation of activities outlined in this Framework for Collaboration will be subject to the availability of sufficient financial and human resources, as well as each Party's programme of work, priorities, policies, rules, regulations, administrative procedures and practices.
2. No transfer of funds between the Parties is envisioned solely by virtue of this Framework for Collaboration.
3. Neither Party will engage in fundraising with third parties in the name of, or on behalf of, the other Party without the other Party's prior written approval.
4. The Parties may jointly explore appropriate external funding or financing mechanisms to support clinical development, technology transfer, manufacturing readiness, regulatory activities and other agreed activities under the Collaboration.

Article 4: Intellectual Property Rights

1. Each Party retains all right, title and interest in and to the intellectual property that it owns or controls prior to, or independently of, this Framework for Collaboration. Nothing in this Framework for Collaboration constitutes a grant, licence or transfer of intellectual property rights from one Party to the other.
2. The Parties will explore appropriate intellectual property and licensing mechanisms that could facilitate development, technology transfer, manufacture and sustainable access to RG002 and Additional Candidates to be agreed in LMICs .
3. In the event that joint activities under this Framework for Collaboration may result in the development of new intellectual property rights, the ownership, use, protection, licensing and dissemination of such intellectual property will be addressed in a separate written agreement before the relevant activity is undertaken or the intellectual property is disseminated.

Article 5: Confidentiality

1. It is acknowledged that each Party may possess confidential information proprietary to it or to third parties collaborating with it ("Confidential Information"). Any Confidential Information provided by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with this Framework for Collaboration will be treated as confidential, protected using reasonable measures, and used only for the purpose for which it was provided. This may include confidential information relating to Programme manufacturing partners where such information is lawfully disclosed to a Party for purposes of the Collaboration.
2. The Receiving Party will ensure that persons given access to Confidential Information have a need to know it for purposes of the Collaboration and are bound by confidentiality obligations appropriate to the information. The confidentiality obligations will not apply to information that:
 - a. is publicly available or becomes publicly available other than through a breach by the Receiving Party;
 - b. was already lawfully known to the Receiving Party, as evidenced by written records, before receipt from the Disclosing Party;
 - c. is lawfully received from a third party without breach of an obligation of confidentiality owed to the Disclosing Party; or
 - d. is independently developed by the Receiving Party by persons who did not have access to the Disclosing Party's Confidential Information.
3. Where RinuaGene discloses Information to MPP under this Agreement, the Parties agree that MPP may disclose said Information to the WHO - which shall be subject to obligations of confidentiality and non-use no less protective than those contained in this Agreement pursuant to a pre-existing Framework for Collaboration between MPP and WHO, a copy of which shall be provided to RinuaGene prior to any disclosure of Information to WHO—to use for the purpose of this Framework for Collaboration. MPP shall remain fully liable for any breach of this Agreement by WHO and shall

procure WHO's full compliance with the terms herein. Upon termination of this Agreement or upon RinuaGene's written request, MPP shall procure that WHO returns or destroys all Information in WHO's possession

4. A Receiving Party may disclose Confidential Information to the extent required by applicable law, regulation, stock exchange rules or competent authority, provided that, where legally permissible, it gives the Disclosing Party reasonable prior written notice and an opportunity to seek confidential treatment or otherwise limit the disclosure, and any such disclosure shall be limited to the minimum extent necessary to comply with such requirement.
5. Upon termination or expiry of this Framework for Collaboration, the Receiving Party will, upon written request of the Disclosing Party, return or destroy Confidential Information received under this Framework for Collaboration, except that it may retain one archival copy solely to determine continuing obligations or as required by applicable law or established document-retention procedures.
6. The confidentiality obligations in this Article will survive expiry or termination of this Framework for Collaboration for a period of three (3) years.

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, including in any publication or public document, without the other Party's prior written approval. Any reference to or use of WHO's name or emblem will be subject to WHO's applicable policies and prior approval where required.

Article 7: Disclosure and Publicity

Subject to Articles 5 and 6, each Party may publicly acknowledge the existence of this Framework for Collaboration and publish this Framework for Collaboration in its entirety on its website. Each Party may further disclose general non-confidential information regarding the activities contemplated herein, in accordance with its applicable disclosure policies and consistently with terms of this Framework for Collaboration, provided that the context in which each Party intends to do so will be subject to the advance written agreement of the other Party (which shall not be unreasonably withheld).

Article 8: Responsibility

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

Article 9: Notification and Amendment

1. Each Party will promptly notify the other Party in writing of any anticipated or actual material changes that may affect its performance of activities contemplated under this Framework for Collaboration.
2. This Framework for Collaboration may be amended only by mutual written agreement of the Parties.

Article 10: Duration and Termination

1. This Framework for Collaboration will enter into force upon signature by the authorized representative of each Party. If signed on different dates, it will take effect on the date of the last signature.
2. This Framework for Collaboration will remain in force for a period of eighteen (18) months and may be extended by mutual written agreement of the Parties.

3. Either Party may terminate this Framework for Collaboration upon three (3) months' advance written notice to the other Party.
4. Either Party may terminate this Framework for Collaboration with immediate effect upon written notice if the other Party materially fails to perform a binding obligation under this Framework for Collaboration and, where the failure is capable of remedy, does not remedy it within a reasonable period after written notice.

Article 11: Communications

All written communications exchanged under this Framework for Collaboration 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 RinuaGene:

Yijie Dong
RinuaGene Biotechnology Co., Ltd.
Unit 201, Building 24, Phase II BioBay Industry Park
218 Sangtian Street, Suzhou, Jiangsu, 215123, China
Email: bd@rinuagene.com

Article 12: Status of this Framework for Collaboration

With the exception of Article 4 (Intellectual Property Rights), Article 5 (Confidentiality), Article 6 (Official Emblems and Logos), Article 7 (Disclosure and Publicity), Article 8 (Responsibility), Article 12 (Status of this Framework for Collaboration), and Article 13 (Dispute Resolution), this Framework for Collaboration is not intended to be legally binding and does not in itself give rise to any commitment by either Party to commit resources, financial or otherwise, or to enter into any further agreement. It reflects the current intentions and understanding of the Parties with respect to the subject matter hereof. Any future collaboration requiring binding commitments will be subject to separate written agreements.

Nothing in this Framework for Collaboration creates any obligation, responsibility or liability for WHO, which is not a Party to this Framework for Collaboration.

Article 13: Dispute Resolution

This Framework for Collaboration shall be governed by and construed in accordance with the laws of Singapore without application of choice-of-law principles. In the event of a dispute, controversy or claim arising out of or relating to this Framework for Collaboration, the Parties will use their best efforts to promptly settle the matter through direct negotiation. Any dispute that is not settled within sixty (60) days from the date either Party notifies the other Party of the nature of the dispute and the measures proposed to rectify, it shall be referred to and finally resolved by arbitration administered by the

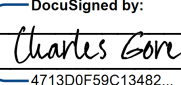
Singapore International Arbitration Centre ("SIAC"), in accordance with its Arbitration Rules (the "Rules") in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Singapore law. The arbitration proceedings shall be conducted in English. The number of arbitrators shall be one. The award shall be final and binding, and judgment upon the award may be entered in any court having jurisdiction.

Article 14: Miscellaneous

1. To the extent that the Parties process personal data, sensitive data, human genetic resource data or materials or any cross-border transfers of data in connection with activities under this Framework for Collaboration, each Party shall comply with all applicable laws, rules and regulations governing data protection, privacy, cross-border data transfer, and human genetic resource administration.
2. Nothing in this Framework for Collaboration creates an exclusive relationship between the Parties. Each Party remains free to engage with, negotiate with and enter into agreements with third parties concerning the subject matter of this Framework for Collaboration.
3. Nothing in this Framework for Collaboration creates a partnership, joint venture, agency or employment relationship between the Parties, and neither Party has authority to bind the other Party.

IN WITNESS WHEREOF the Parties have executed this Framework for Collaboration by their authorized representatives.

**For and on behalf of
MEDICINES PATENT POOL FOUNDATION**

Signature _____
 Name Charles Gore 
 Title Executive Director
 Date 29 September 2026

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**For and on behalf of
RINUAGENE BIOTECHNOLOGY CO., LTD.**

Signature _____
 Name Yijie Dong 
 Title CEO
 Date 04 October 2026

DocuSigned by:
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ANNEX 1

INDICATIVE INITIAL WORK PLAN

The Parties intend to use the initial phase of the Collaboration to assess the feasibility and requirements for development, sustainable LMIC access and local or regional manufacturing of RG002 as the primary objective, while beginning assessment of Additional Candidates as a secondary objective. The Work Plan may be refined and updated by mutual agreement without amendment of the Framework for Collaboration, provided that any activity requiring binding commitments will be subject to an appropriate separate agreement.

A. RG002 - Primary Objective

- 1. Governance:** Establish focal points or a joint working group and agree an information-sharing and meeting process.
- 2. RG002 status evaluation:** Conduct a preliminary assessment of RG002's development, manufacturing, regulatory and intellectual property landscape.
- 3. Priority markets:** Identify a limited number of LMIC markets or regions where RG002 may address significant public health needs and where clinical development, regulatory, access and/or local manufacturing opportunities may be explored.
- 4. Clinical and regulatory strategy:** Assess existing clinical evidence and identify additional clinical, regulatory or health-policy evidence potentially required to support registration and uptake in selected LMICs.
- 5. Manufacturing and technology transfer:** Assess potential LMIC manufacturing partners and the technical, regulatory, quality, intellectual property and economic requirements for sustainable local or regional production.
- 6. Access and commercial aspects:** Explore approaches to licensing, pricing, supply and technology transfer that could support sustainable and affordable access while recognising RinuaGene's legitimate commercial interests.
- 7. Partnerships and financing:** Identify potential development, manufacturing, financing, regulatory and strategic partners and funding or financing mechanisms.
- 8. Definitive agreements:** Determine the appropriate structure and scope of any subsequent licence, technology transfer, development, manufacturing, supply or other definitive agreements.

B. Additional Candidates - Secondary Objective

The Parties may identify one or more Additional Candidates for preliminary assessment. For each candidate selected by mutual agreement, the Parties may apply, as appropriate, the same assessment framework described above for RG002, including candidate status, public health need and priority markets, clinical and regulatory pathway, manufacturing and technology transfer feasibility, access and commercial considerations, partnerships and financing, and the need for subsequent definitive agreements.