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TECHNOLOGY TRANSFER AGREEMENT

This technology transfer agreement (the "**Agreement**") is entered into as of the date of the last signature of this Agreement ("**Effective Date**") by and between

MEDICINES PATENT POOL FOUNDATION, a non-profit foundation registered under the laws of Switzerland, having a principal place of business at Rue de Varembé 7, 1202 Geneva, Switzerland ("**MPP**");

and

SWIFTPHARMA BV, a besloten vennootschap incorporated under the laws of Belgium, having its registered office at Thor Park 8027/215 (Factory Building), 3600 Genk, Belgium, with company number 0781.598.284, ("**SwiftPharma**");

and

COUNCIL FOR SCIENTIFIC AND INDUSTRIAL RESEARCH, a science council incorporated under the laws of the Republic of South Africa, having its registered office at Meiring Naudé Road, Brummeria, Pretoria, South Africa ("**CSIR**");

MPP, SwiftPharma and CSIR are each individually referred to as a "**Party**" and collectively as the "**Parties**".

PREAMBLE

WHEREAS, MPP works to facilitate the development of and equitable access to health technologies, particularly for the benefit of low- and middle-income countries, including through partnerships and licensing arrangements;

WHEREAS, MPP in partnership with the World Health Organization ("**WHO**") has been awarded a public grant from the Government of Flanders for the programme "Enhancing Regional Health Security in Africa through Technical Partnerships with Flemish Institutions (2025–2027)", which aims to establish technical partnerships between Flemish and African institutions and to broaden access to health technologies;

WHEREAS, subject to the receipt of such grant, MPP intends to use part of that funding to support a defined technology transfer project to be implemented by SwiftPharma in accordance with an agreed work plan;

WHEREAS, SwiftPharma has developed, owns and controls proprietary bioprocesses for the bench-scale production of Griffithsin, the core of which is SwiftPharma's proprietary HyperXpress technology - a plant-based transient-expression platform that enables the expression and manufacture of Griffithsin from plants - together with the associated master and working cell bank, documentation and know-how;

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WHEREAS, SwiftPharma owns or controls intellectual property rights relating to the HyperXpress technology, including patents and the know-how required to manufacture Griffithsin using the HyperXpress system, the genetic sequence included in the HyperXpress vector, and other proprietary rights;

WHEREAS, SwiftPharma's rights and contributions under this Agreement relate specifically to the HyperXpress Technology and related know-how, and nothing in this Agreement shall be construed as a representation that SwiftPharma owns or controls patent rights in Griffithsin itself, whether in the Territory or elsewhere;

WHEREAS, SwiftPharma holds a sublicence under the licence granted by the U.S. National Institutes of Health, acting through the U.S. Public Health Service, entitling SwiftPharma to use and to sublicense the use of Griffithsin on the terms set out therein;

WHEREAS, CSIR has been identified as the recipient of the technology under the project and is willing to participate in the project and to receive and implement the transferred technology;

WHEREAS, the Parties wish to collaborate on a technology transfer programme limited to the transfer of the HyperXpress technology and related manufacturing processes for Griffithsin and Griffithsin derivatives to CSIR, with a view to establishing reproducible manufacturing capabilities;

WHEREAS, the Parties may explore opportunities for future collaboration beyond the project, including in relation to additional products or manufacturing activities, provided that any such activities shall be subject to separate negotiation and agreement;

WHEREAS, the Parties now wish to set out the binding terms and conditions under which (i) SwiftPharma shall implement the technology transfer programme, (ii) MPP shall provide funding and other support in connection with the project, and (iii) the licensed technology shall be made available to CSIR;

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS

For the purposes of this Agreement:

1.1 "**Confidential Information**" means any information disclosed by one Party (the "**Disclosing Party**") to another Party (the "**Receiving Party**"), whether in writing, orally or otherwise, that is designated as confidential at the time of disclosure or that by its nature should reasonably be understood to be confidential.

1.2 "**Field**" means the prevention of transmission of HIV, HSV-2 and HPV, through a Griffithsin-based fast-dissolving intravaginal insert or comparable topical product.

1.3 "**Funder**" means the Government of Flanders.

1.4 "**Grant**" means the public grant awarded by the Funder to MPP for the programme "Enhancing Regional Health Security in Africa through Technical Partnerships with Flemish Institutions (2025–2027)".

1.5 "**HyperXpress Technology**" means SwiftPharma's proprietary plant-based transient expression technology and related proprietary genetic constructs, protocols, materials and know-how owned or controlled by SwiftPharma, including the proprietary upstream and downstream manufacturing processes of the Griffithsin drug substance and other know-how used by SwiftPharma in the manufacture of Griffithsin using the HyperXpress system, excluding any information that is publicly available or otherwise lawfully available without restriction.

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1.6 "**Inventions**" means all ideas, inventions, discoveries, data or know-how conceived, first created or made by a Party in the performance of the Project.

1.7 "**Licensed Know-How**" means all confidential and proprietary information, technical data, documentation, standard operating procedures, process descriptions, analytical methods and other know-how owned or controlled by SwiftPharma that are necessary to implement the Technology Transfer and/or to develop or manufacture Products.

1.8 "**Licensed Technology**" means the Patents, the Technology Transfer Package and the Licensed Know-How, including the HyperXpress Technology, in each case to the extent owned or controlled by SwiftPharma.

1.9 "**Patents**" means the following patents and patent applications: EP4689129A1, US19/471,921, KR20250167005A and CN121195070A, including trans-complementary vector system for highly efficient heterologous gene expression in plants, any divisionals, continuations, continuations-in-part, reissues, renewals, re-examinations, extensions, supplementary protection certificates, paediatric exclusivities and the like, as well as any international, regional and foreign national equivalents thereof, in each case to the extent owned or controlled by SwiftPharma or its affiliates.

1.10 "**Product(s)**" means any pharmaceutical product containing Griffithsin as an active ingredient, including any derivatives or analogues thereof, in each case developed or manufactured using the Licensed Technology.

1.11 "**Project**" means the Technology Transfer to be implemented by the Parties under this Agreement and further described in Annexes 1 and 2, including the transfer of the Licensed Technology by SwiftPharma to CSIR and the related activities, deliverables and obligations of the Parties.

1.12 "**Project End Date"** means the date falling twelve (12) months after the Project Start Date, or such later date as may reasonably be required for completion of the Project in accordance with this Agreement and applicable Funder requirements, or such earlier date on which the activities set out in Annexes 1 and 2 to this Agreement have been completed.

1.13 "**Project Start Date**" means the Effective Date, which shall trigger the commencement of Project implementation and the start of the payment timeline set out in Annex 1 and Annex 2.

1.14 "**Technology Transfer**" means the process of transferring the manufacturing process together with its documentation, technical information and practical expertise such that the receiving Party is able to establish and perform the production for Products using the Licensed Technology.

1.15 "**Technology Transfer Package**" means the documentation, data, materials and know-how forming part of the Licensed Technology to be transferred by SwiftPharma to enable implementation of the Technology Transfer in accordance with this Agreement.

1.16 "**Territory**" means the Republic of South Africa.

1.17 "**Working Cell Bank**" or "**WCB**" means a defined and characterized population of cells derived from a master cell bank, prepared, stored and maintained under controlled conditions, and intended for use as the source of cells for the manufacture, production or testing of a product, in accordance with applicable specifications, procedures and regulatory requirements.

2. TECHNOLOGY TRANSFER AND OBLIGATIONS

2.1. The Parties shall collaborate to implement the Project. The Project is strictly limited to Products and does not extend to any other products, compounds or technologies.

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SwiftPharma shall perform its obligations under this Agreement as a fee-for-service provider against the payments described in Section 3 and Annex 1. CSIR shall receive grant funding to support its participation in the Project, subject to the terms described in Section 3 and Annex 2.

2.2. SwiftPharma shall:

(a) transfer the Technology Transfer Package to CSIR to enable CSIR to establish and implement the manufacturing process for Products using the Licensed Technology in accordance with Annex 1;

(b) provide reasonable technical assistance, training and support as described in Annex 1;

(c) respond within a reasonable timeframe to any queries from CSIR or MPP relating to the Project; and

(d) not delegate, whether by subcontract or otherwise, any of its obligations hereunder without the prior written consent of MPP. If a delegation is approved, SwiftPharma shall flow down all obligations of this Agreement in an enforceable agreement with the delegee and shall remain liable for the performance or non-performance/breach of this Agreement by such delegee.

2.3. CSIR shall:

(a) perform the activities and deliverables assigned to CSIR under Annex 2;

(b) not use the Licensed Technology other than as permitted under this Agreement;

(c) comply with applicable laws and relevant quality standards;

(d) ensure that personnel are appropriately qualified and trained; and

(e) comply with the restrictions set out in Section 8.12 regarding the Licensed Technology.

2.4. MPP shall:

(a) manage and coordinate the implementation of the Project;

(b) monitor the activities between SwiftPharma and CSIR to ensure good communication and the sharing of data, protocols and Licensed Know-How in accordance with this Agreement;

(c) facilitate CSIR's access to support reasonably necessary for the implementation of the Project;

(d) administer the Grant and payments in accordance with this Agreement; and

(e) in partnership with WHO provide scientific support and, as needed, convene appropriate expertise to guide potential development activities to be implemented by SwiftPharma and CSIR.

2.5. The Parties shall meet regularly, including through periodic project calls or meetings, to review progress of the Project, discuss technical and operational matters and address any issues arising during implementation. MPP shall coordinate such meetings and may circulate summaries or action items as appropriate.

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2.6. The Technology Transfer shall be deemed complete upon SwiftPharma having performed all the activities set out in Annex 1. SwiftPharma shall not be responsible for any delay or failure in the completion by CSIR of the activities for which CSIR is responsible under the workplan set out in Annex 2. In the event that any such delay or failure affects SwiftPharma's ability to perform or complete its obligations under Annex 1, MPP and SwiftPharma shall consult in good faith and, as appropriate, agree within a reasonable timeframe not exceeding three (3) months on any necessary revisions to the workplan, including the applicable timelines and deliverables.

2.7. All rights to use the Licensed Technology are granted solely under Section 8 of this Agreement, and no further rights are granted.

3. PAYMENT

3.1. Subject to the terms and conditions of this Agreement, MPP shall provide:

(a) Payments to SwiftPharma for the services and deliverables described in Annex 1 in an amount specified in a separate side letter (the "**Swift Payment**"), and

(b) A grant to CSIR to support its participation in the Project as described in Annex 2, in an amount specified in a separate side letter (the "**CSIR Grant**").

3.2. The financial terms and conditions specific to a Party governing the provision and use of funds are set out in this Agreement including its Annexes and may be supplemented by the separate side letters between MPP and the relevant Party and shall not be disclosed to the other Party except as required by law.

3.3. All payments referenced in this Agreement and any related side letters shall be denominated and paid in Euro (EUR).

3.4. Unless otherwise agreed in writing, each Party receiving a payment/grant under this Agreement shall bear any currency fluctuation risks, and such fluctuations shall not result in any increase in the total amount of its payment.

3.5. In the event of any inconsistencies between this Agreement and the specific side letter, this Agreement shall prevail unless expressly stated otherwise in such side letter.

3.6. **Swift Payment**

(a) The Swift Payment shall be disbursed in two phases in accordance with the SwiftPharma payment schedule and workplan set out in Annex 1.

(b) MPP shall initiate disbursement of the Phase I payment upon the Effective Date.

(c) Phase I shall be deemed completed once SwiftPharma has submitted a complete technical report covering the Phase I activities according to Section 4.1(a) and MPP has confirmed in writing, acting reasonably, that the Phase I deliverables identified in Annex 1 have been completed to a satisfactory level.

(d) Following MPP's confirmation under Section 3.6(c), SwiftPharma shall become eligible to receive the Phase II payment.

(e) Disbursement of the Phase II payment is conditional upon (i) satisfactory completion of Phase I of the Project in accordance with Section 3.6(c); and (ii) MPP having received the

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corresponding funding from the Funder. MPP shall have no obligation to make the Phase II payment unless and until such funding has been received.

(f) If the funding from the Funder for Phase II of the Project has not been received when Phase II is ready to commence, MPP and SwiftPharma shall promptly discuss in good faith practical arrangements to facilitate continuation of the Project, including the rescheduling of Phase II activities, provided that nothing in this Section shall oblige MPP to make any payment prior to receipt of the corresponding funding from the Funder.

(g) If MPP does not receive the funding referred to in Section 3.6(e), MPP may terminate the remaining Phase II activities under this Agreement upon written notice to SwiftPharma and shall have no further obligation to make the Phase II payment.

(h) If the funding referred to above has not been received by MPP within three (3) months of Phase I being deemed completed in accordance with this Agreement, SwiftPharma may terminate the remaining Phase II activities under this Agreement upon thirty (30) days' written notice to MPP.

(i) Any modification of the payment schedule shall require MPP's and SwiftPharma's prior written approval and shall be supported by reasonable justification and documentation. For the avoidance of doubt, a delay or deviation from the timelines set out in Annex 1 shall not, in itself, constitute a failure by SwiftPharma to satisfactorily complete the applicable deliverables where such delay or deviation is attributable to MPP, CSIR or circumstances beyond SwiftPharma's reasonable control.

(j) The Swift Payment constitutes consideration for the activities to be performed by SwiftPharma under this Agreement. SwiftPharma shall be solely responsible for all costs and expenses incurred in performing such activities. The Swift Payment shall constitute MPP's sole financial obligation to SwiftPharma under this Agreement.

3.7. **CSIR Grant**

(a) MPP shall initiate disbursement of the CSIR Grant upon the Effective Date.

(b) CSIR shall use the CSIR Grant in accordance with the CSIR payment schedule and workplan set out in Annex 2.

(c) CSIR shall ensure that one hundred percent (100%) of the CSIR Grant is used for eligible Project costs, as set out in this Agreement, by the Project End Date, failing which MPP may require repayment of any unspent amounts.

(d) For the avoidance of doubt, no budget modification or variance shall result in expenditure in excess of the total CSIR Grant, as may be amended from time to time in writing by MPP, and any overspending shall be borne by CSIR unless otherwise agreed by CSIR and MPP in writing.

4. REPORTING

4.1. **SwiftPharma**

(a) By 15 January 2027, SwiftPharma shall submit a progress report describing the activities performed until 31 December 2026 and progress made towards completion of the Phase I deliverables as set out in Annex 1. At the end of Phase I, SwiftPharma shall submit a technical report documenting the activities undertaken and demonstrating completion of the Phase I deliverables.

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(b) MPP may request reasonable clarifications or supporting technical information to verify completion of the Phase I deliverables in accordance with Section 3.6(c). For clarity, the technical report submitted under this Section shall constitute the report referred to in Section 3.6(c).

(c) At the end of Phase II, SwiftPharma shall submit:

(i) A final technical report describing the activities performed and demonstrating completion of the Phase II deliverables; and

(ii) A written confirmation that all Project activities have been completed and that the full Swift Payment has been applied towards the performance of the Project.

(d) All reports referred to in this Section 4.1 shall be submitted in a format reasonably agreed between SwiftPharma and MPP.

(e) MPP may request reasonable clarifications or additional information relating to any report submitted pursuant to this Section. SwiftPharma shall provide such information without undue delay.

(f) SwiftPharma shall provide MPP with any further financial report, technical report or progress report upon the reasonable request of MPP, including such further reports as may be required by the Funder.

(g) In addition to the reports, SwiftPharma shall, upon reasonable request, provide MPP with information on the status and technical progress of the Project. SwiftPharma and MPP shall maintain regular and cooperative communication throughout the Project.

4.2. **CSIR**

(a) CSIR shall provide MPP with quarterly reports, in a format reasonably agreed between CSIR and MPP. Such reports shall include reasonable detail on: (i) progress in carrying out its activities under the Project; and (ii) use of the CSIR Grant against the agreed budget. The reporting schedule for such quarterly reports shall be agreed between MPP and CSIR.

(b) MPP may request reasonable clarifications or additional information regarding any report submitted under this Section. CSIR shall respond without undue delay.

(c) CSIR shall promptly inform MPP and SwiftPharma of any material issue, delay or deviation affecting its activities under the Project.

(d) CSIR shall provide MPP with any further financial report, technical report or progress report upon the reasonable request of MPP, including such further reports as may be required by the Funder.

(e) In addition to the reports described above, CSIR shall, upon reasonable request, provide MPP with information on the status and technical progress of the Project. CSIR and MPP shall maintain regular and cooperative communication throughout the Project.

(f) Copies of all reports submitted by CSIR under this Section 4.2 shall be promptly provided by MPP to SwiftPharma, excluding any information relating to the CSIR Grant or the expenditure of CSIR Grant funds, for information purposes and to enable SwiftPharma to plan its own performance of the Project accordingly.

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5. DELAY AND SUSPENSION

5.1. Where a delay is caused by events beyond SwiftPharma's reasonable control or attributable to MPP or CSIR, SwiftPharma and/or CSIR, as applicable, shall be entitled to a reasonable extension of time for the affected activities. To the extent such extension requires an extension of the Project End Date, the Parties shall cooperate in good faith to ensure compliance with applicable Funder requirements. SwiftPharma shall use reasonable efforts to perform the activities set out in Annex 1 in accordance with the Gantt chart timeline referred to therein and shall promptly inform MPP of any deviation from that timeline, including its anticipated impact, if any, on the timeline.

5.2. Where any delay in the performance of the Project is caused by acts or omissions of SwiftPharma or CSIR within its reasonable control, including failure to meet agreed timelines or milestones, MPP may notify the relevant Party in writing and require the Party to take prompt corrective action to remedy such delay within a reasonable period, taking into account the nature of the affected activities.

MPP may suspend disbursements under this Agreement for so long as such delay continues. For the avoidance of doubt, SwiftPharma's entitlement to disbursements shall be determined in accordance with Section 3.6 and shall not be affected by a delay attributable solely to CSIR.

Failure to remedy such delay within a reasonable period may constitute a breach of this Agreement, in which case MPP may exercise its rights under Section 11.3.

6. AUDITS

6.1 CSIR shall maintain accurate and complete financial records relating to the CSIR Grant and shall retain such records for a period of five (5) years following the Project End Date.

6.2 MPP or its authorised representatives, including independent auditors, may audit CSIR's financial records relating to the Project for the purpose of verifying compliance with this Agreement and applicable Funder requirements. CSIR shall reasonably cooperate with such audit and provide access to relevant documentation. If an audit identifies material non-compliance, CSIR shall promptly provide a reasonable corrective action plan. Failure to provide supporting documentation or reasonable cooperation in connection with an audit may result in suspension of further disbursements under the CSIR Grant or repayment obligations under this Agreement.

7. CONFIDENTIALITY

7.1. Each Party shall hold the Confidential Information disclosed to it under or in connection with this Agreement in strict confidence and shall not use such Confidential Information for any purpose other than the performance of this Agreement.

7.2. The Disclosing Party shall use reasonable efforts to mark Confidential Information as "Confidential". Where Confidential Information is disclosed without such marking, the Receiving Party shall treat it as confidential to the extent that a reasonable person would consider it confidential given its content and the circumstances of disclosure.

7.3. No Party shall disclose Confidential Information received from another Party except to such of its officers, employees, agents, representatives, affiliates, advisors, consultants and governing bodies to whom disclosure is necessary to exercise that Party's rights or perform its obligations under this Agreement, and who are bound by confidentiality and non-use obligations no less onerous than those in this Section 7. For the avoidance of doubt, MPP may disclose Confidential Information to the Funder and its representatives where reasonably necessary for funding, reporting, audit or compliance purposes, provided that such persons are subject to confidentiality obligations by law, contract or professional duty.

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7.4. The obligations in Sections 7.1 to 7.3 shall not apply to information that, as established by reasonable written proof: (a) is or becomes part of the public domain other than by breach of this Agreement; (b) was lawfully possessed by the Receiving Party prior to disclosure; (c) is received from a third party not under an obligation of confidentiality; (d) is independently developed without reference to the Disclosing Party's Confidential Information; or (e) is required to be disclosed by law, provided that, to the extent legally permitted, the Disclosing Party is promptly notified and the Receiving Party cooperates with the Disclosing Party's reasonable efforts to limit such disclosure.

7.5. The Parties acknowledge that a breach of this Section 7 may cause irreparable injury not adequately compensable by damages, and that the non-breaching Party shall accordingly be entitled to seek specific performance, injunctive relief or other equitable relief, in addition to any other remedy available at law or in equity.

7.6. The obligations set out in this Section 7 shall continue for five (5) years following expiration or termination of this Agreement; provided that, with respect to any Confidential Information that qualifies as a trade secret under applicable law, the confidentiality obligations under this Section 7 shall continue for so long as such information remains a trade secret under applicable law.

7.7. All Confidential Information remains the property of the Disclosing Party.

7.8. Upon termination of this Agreement as a result of a breach by CSIR that has not been remedied in accordance with Section 11.3(a), CSIR shall promptly cease all use of the Licensed Technology and Confidential Information of SwiftPharma other than as expressly permitted under this Agreement. The Parties shall cooperate in good faith to identify and agree upon any HyperXpress-specific materials, documentation or other elements of the Licensed Technology that should be returned or destroyed, provided that CSIR may retain such elements of the Licensed Technology as are reasonably necessary to exercise any continuing rights granted under Section 8.3. CSIR may retain one archival copy solely for legal and compliance purposes and subject to the continuing confidentiality obligations of this Section 7.

7.9. Upon expiry of this Agreement following successful completion of the Technology Transfer, CSIR shall be entitled to retain and use the Licensed Technology, Licensed Know-How, Technology Transfer Package and other materials transferred to it pursuant to this Agreement, subject to the confidentiality, licence and use restrictions set out herein.

7.10. Upon termination of this Agreement prior to successful completion of the Technology Transfer, including as a result of a breach by SwiftPharma that has not been remedied in accordance with Section 11.3(a), or where the Technology Transfer has not been successfully completed by the Project End Date, in each case other than as a result of a breach by CSIR that has not been remedied in accordance with Section 11.3(a), CSIR shall be entitled to retain and use those elements of the Licensed Technology, Licensed Know-How and Technology Transfer Package transferred to it prior thereto, subject to the terms of this Agreement.

7.11. Any Confidential Information retained pursuant to this Section shall remain subject to the confidentiality, use and other restrictions set out in this Agreement.

7.12. Upon the Disclosing Party's request, the Receiving Party shall provide written certification, signed by an authorised representative, confirming completion of the return or destruction under this Section 7 and identifying, in general terms, any materials retained pursuant to the exceptions set out therein.

8. INTELLECTUAL PROPERTY

8.1. Subject to the terms and conditions of this Agreement, SwiftPharma hereby grants to CSIR a non-exclusive, non-transferable licence under the Licensed Technology to manufacture, have

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manufactured (only at the CSIR site), use Products solely within the Field and solely for manufacture at the CSIR site within the Territory. The licence is personal to CSIR and does not extend to any affiliate, subsidiary, division or other related entity of CSIR, nor to any facility other than the CSIR site. No rights are granted for any product, field, indication, territory or facility other than as expressly set out in this Section 8.1.

8.2. The licence granted under this Agreement does not include any right to offer for sale, sell, supply, distribute or otherwise commercialise Products using the HyperXpress Technology. Any such rights shall be subject to a separate written agreement between SwiftPharma and CSIR.

8.3. The licence granted under this Section 8.1 shall, unless terminated in accordance with this Agreement, remain in force for the duration of the applicable Patents and, with respect to the Licensed Know-How, for so long as such Licensed Know-How remains confidential.
For the avoidance of doubt, if this Agreement is terminated prior to completion of the Project, the licence granted under this Section 8.1 shall be limited to the elements of the Licensed Technology actually transferred to CSIR as of the effective date of termination.

8.4. Except as expressly provided in this Agreement, nothing in this Agreement shall be construed as transferring any intellectual property rights, including patents, copyrights or other proprietary rights, owned or controlled by a Party prior to or independently of the Project ("**Background Rights**"). All such rights are reserved.

8.5. SwiftPharma represents and warrants that it has, and shall maintain throughout the term of the Agreement, all rights, title, authority and permissions necessary to grant the rights and licences granted by it under this Agreement and to provide the Licensed Technology. SwiftPharma further represents and warrants that, to its knowledge, the exercise of the rights granted under this Agreement and the use of the Licensed Technology for the purposes contemplated under this Agreement do not infringe the intellectual property rights of any third party.

8.6. To the extent that the Licensed Technology incorporates or relies on any third-party intellectual property, SwiftPharma represents and warrants that it is entitled to grant or sublicense such rights to the extent necessary to give full effect to this Agreement. SwiftPharma shall use reasonable efforts to ensure that all necessary rights are secured so as not to prevent or materially restrict the implementation of the Project or the exercise of the rights granted under this Agreement.

8.7. SwiftPharma and CSIR shall immediately give notice to MPP if either Party (or any of its relevant administrative, technical and business development staff involved in monitoring the Project) becomes aware of, or receives notice from any third party of:

(a) any infringement of its Background Rights and/or any Invention; or

(b) any claim by a third party that any activity carried out under the Project or the use of the Licensed Technology or any Invention infringes the intellectual property or other rights of any third party.

8.8. Any breach of the warranties set out in this Section 8.5 and 8.6 and any claim that the use of the Licensed Technology or other rights granted under this Agreement infringes the intellectual property or other proprietary rights of any third party shall be subject to indemnification in accordance with Section 10.

8.9. Ownership of Inventions shall be as follows:

(a) Inventions conceived, first created or made solely by CSIR (including its personnel or contractors) shall belong exclusively to CSIR;

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(b) Inventions conceived, first created or made solely by SwiftPharma shall belong exclusively to SwiftPharma; and

(c) Inventions conceived, first created or made jointly by CSIR and SwiftPharma shall be jointly owned by CSIR and SwiftPharma.

8.10. Each Party shall promptly disclose to MPP all Inventions generated under the Project in such detail as MPP may reasonably require.

8.11. In respect of jointly owned Inventions, the Parties shall agree in good faith on the management, protection and exploitation of such Inventions. Pending such agreement, each Party shall not assign, license or otherwise dispose of its interest in any jointly owned Invention without the prior written consent of the other Party, such consent not to be unreasonably withheld.

8.12. CSIR shall not, and shall ensure that its personnel and contractors do not, directly or indirectly reverse engineer, decompile, disassemble or otherwise attempt to derive the composition, structure, source, method of manufacture or underlying confidential know-how of the HyperXpress Technology or any other element of the Licensed Technology, except to the extent strictly necessary to perform activities expressly permitted under this Agreement. For the avoidance of doubt, this prohibition is not subject to any time limit, operates independently of the confidentiality term set out in Section 7.6, and survives the expiration or earlier termination of this Agreement and the expiry of that term.

8.13. For the avoidance of doubt, nothing in this Agreement shall restrict CSIR personnel from using generic scientific and technical skills of a non-proprietary nature acquired in the course of the Project, for any purpose, including the development, manufacture or commercialisation of any product, including but not limited to Griffithsin or Griffithsin derivatives. However, CSIR shall not, for a period of five (5) years following the Project End Date, use the Licensed Know-How or any modifications thereof which are derived directly therefrom, to develop, manufacture or commercialise any Griffithsin-based product, whether within or outside the Field or the Territory, other than pursuant to a separate written agreement with SwiftPharma.

8.14. Each Party may publish or otherwise disseminate results arising from the Project, provided that such publication does not disclose Confidential Information of another Party. Where reasonably practicable, the publishing Party shall provide the relevant other Party with a copy of the proposed publication no less than thirty (30) days prior to submission for publication or other disclosure. The reviewing Party shall provide any comments, and shall notify the publishing Party of any content to be redacted within that thirty (30)-day period, failing which the publication may proceed as proposed. All publications shall acknowledge the support provided by MPP and, where applicable, the Funder.

9. NOTICES

9.1. All notices under this Agreement shall be in writing, properly addressed as below or as otherwise provided in accordance herewith and shall be deemed to have been duly given or received upon the earlier of: (a) actual receipt, (b) the date of confirmed delivery according to the records of a commercially recognized express courier with tracking capabilities; or (c) the date of confirmed transmission if sent by email with confirmation of delivery.

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If to MPP:

Medicines Patent Pool Foundation
Rue de Varembé 7
1202 Geneva, Switzerland
Attention: Chan Park, General Counsel
Email: legal@medicinespatentpool.org

If to SwiftPharma:

SwiftPharma BV
Thor Park 8027/215 (Factory Building),
3600 Genk, Belgium
Attention: Jeroen Hofenk, CSO, Bart Van Aelst, CFO
Email: jeroen@swiftpharma.eu
bart@swiftpharma.eu

If to CSIR:

Council for Scientific and Industrial Research
Scientia, Meiring Naude Road, Brummeria, Pretoria
Attention: Advocate Sandile Nene, General Manager: Legal and Compliance
Email: snene@csir.co.za

10. INDEMNITY AND INSURANCE

10.1. Each Party shall indemnify, defend and hold harmless the other Parties, their affiliates and their respective officers, directors, employees, independent contractors and agents ("**Indemnitees**") from and against any third-party claims, and any related losses, direct damages, liabilities, costs and expenses, including reasonable attorneys' fees and court costs ("**Losses**"), arising out of or in connection with:

(a) that Party's breach of this Agreement; or
(b) any negligent act or omission or wilful misconduct of that Party or its personnel, contractors or agents.

The liability of the Parties under this Section shall be several and not joint. Each Party shall be liable only for Losses attributable to its own breach, negligence or wilful misconduct and shall not be liable for any Losses attributable to another Party.

10.2. An Indemnitee seeking indemnification shall promptly notify the indemnifying Party in writing of the relevant claim, provided that any failure or delay in giving such notice shall relieve the indemnifying Party of its obligations only to the extent materially prejudiced thereby.

10.3. No indemnifying Party shall settle or compromise any claim subject to indemnification in a manner that imposes any material obligation on, or admits fault on behalf of, any Indemnitee without the prior written consent of the affected Indemnitee. The Indemnitees shall reasonably cooperate in the defence of any such claim at the expense of the indemnifying Party.

10.4. SwiftPharma, MPP and CSIR shall each maintain, at their own expense, appropriate insurance coverage, including, as appropriate, professional liability and general liability insurance, throughout the term of this Agreement and beyond to ensure their obligations under this Agreement and will provide evidence of adequate insurance coverage upon request.

10.5. No Party shall be liable for any indirect, special, consequential, incidental, exemplary, or punitive damages (including, without limitation, damages for loss of profits or revenue) arising out of or in

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connection with this Agreement or its subject matter, regardless of whether they shall be advised, shall have other reason to know, or in fact shall know, of the possibility of such damages. The foregoing exclusion shall not apply to:

(a) a Party's indemnification obligations under this Section;
(b) breach of Section 7;
(c) wilful misconduct or gross negligence; or
(d) liability which may not be limited under applicable law.

Except for liability arising from a Party's indemnification obligations under this section, breach of Section 7, wilful misconduct or gross negligence, each Party's aggregate liability arising out of or in connection with this Agreement shall not exceed the total amount paid or payable to SwiftPharma under this Agreement.

11. TERM AND TERMINATION

11.1. This Agreement shall commence on the Project Start Date and shall continue until the Project End Date and acceptance by MPP of all deliverables and reports required under this Agreement, unless earlier terminated in accordance with this Section 11. Termination of this Agreement shall not affect any licences already granted under Section 8.

11.2. In the event funding for Phase II of the Project is not made available by the Funder, the Parties shall follow the process set out in Section 3.6(e)-3.6(h). Any suspension or termination pursuant to those provisions shall not affect SwiftPharma's entitlement to payment for Phase I activities completed in accordance with this Agreement and deliverables satisfactorily performed and accepted by MPP prior to the effective date of such suspension or termination.

11.3. MPP may terminate this Agreement:

(a) if SwiftPharma or CSIR commits a breach and fails to remedy such breach within thirty (30) days after receiving written notice; or

(b) to the extent not prohibited by applicable law, SwiftPharma or CSIR enters liquidation, had a receiver or administrator appointed over any assets related to this Agreement, makes any voluntary arrangement with any of its creditors, or ceases to conduct its business, or any similar event under the law of any foreign jurisdiction, effective as of the date of such event.

11.4. Upon termination of this Agreement prior to completion of the Project, SwiftPharma shall, within sixty (60) days, provide to MPP complete copies of the data, reports and other materials generated by SwiftPharma in the performance of the Project as reasonably necessary for project close-out, reporting requirements and, if applicable, transition of the Project. MPP may use such materials solely for these purposes. SwiftPharma shall, if applicable, reasonably cooperate with MPP in any such transition.

11.5. Upon early termination, CSIR shall return any unspent portion of the CSIR Grant after deduction of properly incurred costs and non-cancellable commitments made before receipt of the termination notice. No equivalent repayment obligation shall apply to SwiftPharma in respect of fees already paid for services satisfactorily performed and accepted by MPP. Notwithstanding the foregoing, where MPP terminates this Agreement pursuant to Section 11.3 as a result of a breach by SwiftPharma that has not been remedied in accordance with Section 11.3(a), and not as a result of any delay, failure or circumstance not attributable to SwiftPharma under Sections 2.6, 3.6(i), 5.1 or 5.2, SwiftPharma shall promptly refund to MPP any portion of the Swift Payment paid in advance that is attributable to activities or deliverables under Annex 1 that have not been completed as of the effective date of termination, as reasonably determined by reference to the activity allocations set out in Annex 1.

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11.6. The termination or expiration of this Agreement does not relieve any Party of its rights and obligations that have accrued prior to such termination or expiration. Any provisions which by their nature are intended to survive termination or expiration of this Agreement, including without limitation Sections 7, 8, 10, 12, 13 and 14.1 and 14.2, shall survive the termination or expiration of this Agreement.

12. COMPLIANCE WITH LAW

12.1. Each Party represents and warrants that it will comply with all applicable laws and regulations, including without limitation those governing conflict of interest and export control and sanctions. Each Party shall reasonably cooperate with the others to identify and manage any export-controlled technology used in meeting its obligations hereunder.

12.2. Each Party shall comply with applicable data protection laws in connection with the performance of this Agreement.

12.3. SwiftPharma and CSIR each represent and warrant that: (a) neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency; (b) all personnel working on the Project have met all legal and organisational requirements necessary to perform their respective roles with an appropriate level of skill; and (c) it is not insolvent and is not aware of any circumstances that would reasonably be expected to materially impair its ability to perform the Project.

12.4. Except as provided in Sections 8.5, 8.6, 12.1 and 12.3, the Parties make no representations or warranties, express or implied, in connection with this Agreement, including without limitation the marketability or fitness for a particular purpose.

13. DISPUTE RESOLUTION

13.1. The Parties wish to resolve any dispute arising out of or relating to this Agreement, including but not limited to its breach, termination, interpretation or validity thereof (a "**Dispute**"), in an expedient manner by mutual cooperation and agree to follow the procedure set out below, except where a Party seeks urgent interlocutory relief (including under Section 7.5):

(a) upon written notice of a Dispute, the Parties' contracting managers shall first attempt to resolve it;

(b) if unresolved within ten (10) working days, the Dispute shall be referred to the Parties' respective executive officers (or their nominees), who shall use best efforts to resolve it, seeking to preserve the relationship between the Parties, within a further ten (10) working days; and

(c) if the Dispute remains unresolved, it shall be finally determined by arbitration under the WIPO Arbitration Rules, by a sole arbitrator appointed in accordance with the WIPO Arbitration Rules. The seat of arbitration shall be Geneva, Switzerland. The language of the arbitration shall be English.

14. MISCELLANEOUS

14.1. This Agreement shall be governed by the laws of Switzerland, without giving effect to any choice-of-law provision that would require the application of the laws of a different jurisdiction. This Agreement will be construed in the English language.

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14.2. The provisions of this Agreement are severable, and if any provision is determined to be invalid or unenforceable in a given jurisdiction, such invalidity or non-enforceability shall not in any way affect the validity and enforceability of the remaining provisions or the validity or enforceability of those provisions in any other jurisdiction. Any invalid or unenforceable provision will be reformed promptly by the Parties to effectuate their intent as evidenced at the time this Agreement was executed. This provision shall also apply to unintended omissions.

14.3. No Party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Parties. Any permitted assignee shall expressly assume in writing the obligation to perform in accordance with the terms of this Agreement. Any purported assignment in violation of this Section shall be null and void.

14.4. Nothing in this Agreement shall be deemed to establish any relationship of employment, partnership, joint venture or agency between the Parties, and no Party shall have the authority to bind any other Party.

14.5. Except for disclosures relating to the Project, including in publications or activities directly related to this Agreement, no Party shall use the name, logo or identifying marks of another Party, any Funder, or any personnel thereof in any publicity, advertising or promotional materials without the prior written consent of the relevant Party or individual.

14.6. This Agreement, including its Annexes, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior communications or agreements, whether written or oral, relating thereto. Any amendment to this Agreement must be in writing and signed by all Parties. No failure or delay by any Party in exercising any right under this Agreement shall operate as a waiver. Any waiver must be in writing and signed by the Party granting such waiver.

14.7. No Party shall be liable for any failure or delay in performing its obligations under this Agreement (other than payment obligations) to the extent caused by circumstances beyond its reasonable control, including acts of God, war, civil unrest, epidemic or pandemic, governmental action, or failure of third-party infrastructure, provided that the affected Party promptly notifies the other Parties and uses reasonable efforts to mitigate the impact.

IN WITNESS WHEREOF, the Parties execute this valid and binding agreement in one or more counterparts, each of which shall be deemed an original and all of which, taken together, constitute one and the same instrument. This Agreement may be executed by electronic signature which shall be given the effect of an original signature upon receipt by the other Party.

****Signature page to follow****

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Signed for and on behalf of:
THE MEDICINES PATENT POOL FOUNDATION

Signature: DocuSigned by: Charles Gore 4713D0F59C13482...
Name: Charles Gore
Position: Executive Director

Date: 11/3/2026

Signature: DocuSigned by: Marie-Paule Kieny 331D2E7893C949A...
Name: Marie-Paule Kieny
Position: Chair of the Board

Date: 11/3/2026

Signed for and on behalf of:
SWIFTPHARMA BV

Signature: DocuSigned by: E3269C6D22EF435...
Name: HofMan BV, represented by Jeroen Hofenk
Position: Director

Date: 11/3/2026

Signature: DocuSigned by: DA64BA8E0181465...
Name: Jasper Touwen
Position: Director

Date: 11/3/2026

Signed for and on behalf of:
COUNCIL FOR SCIENTIFIC AND INDUSTRIAL RESEARCH

Signature: Signed by: Dr Setobane Mangena 1B29849519EF47F...
Name: Dr Setobane Mangena
Position: Executive Manager: Future Production - Chemicals

Date: 11/9/2026

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Annex 1

SwiftPharma payment schedule and workplan

Table 1 - SwiftPharma payment schedule

PROJECT PHASES	MILESTONE PAYMENT	INSTALMENT AMOUNT (%)
Phase I	• Agreement effective date	66.7%* of the total fee-for-service
Phase II	• Provision of technical report, reasonably satisfactory to MPP, demonstrating all Phase I activities have been implemented; and • Reception by MPP of corresponding funds from the Funder	33.3%* of the total fee-for-service

** Rounded numbers, corresponding to 2/3 and 1/3 of the total fee-for-service amount, respectively. Exact instalment amounts will be reported in the SwiftPharma side letter.*

Table 2 - SwiftPharma Technology Transfer workplan and individual activity costs

PHASE I - INITIATION, PLANNING & READINESS			
ACTIVITY	**DESCRIPTION**	**ESTIMATED BUDGET (% OF TOTAL)**	**DELIVERABLES**
Project Setup & Governance definition	Establishment of project structure, including core team onboarding, definition of roles and responsibilities, governance framework, communication plan, and detailed project timeline with milestones and deliverables.	4.7%	Approved project governance framework, communication plan, and detailed project timeline including milestones and detailed deliverables list.
CSIR Site Assessment & Gap Analysis	Comprehensive technical and operational assessment of the receiving site at CSIR, including evaluation of infrastructure, equipment suitability, analytical capabilities and identification of gaps versus process requirements, with mitigation recommendations.	6.0%	CSIR site assessment and gap analysis report, including agreed mitigation actions. Workplan and timeline adjusted based on gap analysis.
Core Documentation development and documentation transfer to CSIR	Development of foundational process documentation, including process flow diagrams, critical process parameters (CPPs), preliminary in-process control strategy (PAT), and initial	7.3%	Core process documentation package, including process flows, CPPs, preliminary analytical in-process control strategy, and

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PHASE I - INITIATION, PLANNING & READINESS			
ACTIVITY	**DESCRIPTION**	**ESTIMATED BUDGET (% OF TOTAL)**	**DELIVERABLES**
	definition of quality attributes and control points.		preliminary quality attributes and control points developed and shared with CSIR.
Process Documentation & SOPs creation and documentation transfer to CSIR	Creation and standardization of detailed SOPs, master batch records, and technology transfer documentation to ensure consistent execution and compliance with internal quality standards.	11.5%	Agreed set of SOPs, master batch records, and technology transfer documents prepared and shared with CSIR.
Analytical Methods (and corresponding documentation) adaptation, optimization and reproducibility evaluation. Documentation transfer to CSIR.	Adaptation, optimization, and evaluation of reproducibility of analytical methods in non-GMP conditions, including method alignment between sites, protocol development, and generation of supporting comparability data.	15.6%	Analytical methods adaptation, optimization, reproducibility testing and comparability data documentation (SOPs and reports) prepared and shared with CSIR.
GRFT WCB preparation and transfer	Preparation and qualification of the Working Cell Bank (WCB), including QC testing, documentation, packaging, and logistics to ensure integrity and traceability during transfer.	5.5%	Qualified GRFT WCB and annexed documentation preparation and transfer of 300 vials of 1 mL to CSIR.
Training & Travel (SwiftPharma to CSIR)	Execution of knowledge transfer (process and analytics) through workshops, site visits, and hands-on training sessions to ensure operational readiness and alignment between teams.	3.3%	Training record summarising sessions delivered, participants and materials shared.
Project Management & Support	Ongoing project coordination, progress tracking, stakeholder reporting, risk management, and administrative support, including partial overhead allocation.	6.1%	Progress updates, updated work plan, risk log, and record of key coordination decisions.
Contingency	Financial buffer to address unforeseen technical challenges, delays, or required rework during planning and readiness activities.	6.7%	Brief record of any contingency used, its purpose, and related corrective action. If unused, confirmation that no contingency was required.

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PHASE I - INITIATION, PLANNING & READINESS			
ACTIVITY	**DESCRIPTION**	**ESTIMATED BUDGET (% OF TOTAL)**	**DELIVERABLES**
Phase I total		**66.7%**	

PHASE II - EXECUTION & VERIFICATION			
ACTIVITY	**DESCRIPTION**	**ESTIMATED BUDGET (% OF TOTAL)**	**DELIVERABLES**
Bench-scale production runs and Technical Batch Manufacturing at SwiftPharma	Execution of bench-scale production runs to demonstrate process performance to CSIR staff, including generation and characterization of a new reference batch for downstream comparison.	6.9%	Batch production records and analytical testing results for bench-scale batches and new reference batch.
Support in analytical methods technology transfer demonstration at CSIR	Support in analytical methods implementation and reference batch testing at CSIR to confirm method transfer success, and reproducibility assessment across all quality attribute controls (QACs). SwiftPharma technical support and troubleshooting as needed. NOTE: Parameters quality acceptance criteria for the Griffithsin drug substance, including all methods used from the pharmacopeia and beyond, are set forth in Annex 3.	6.4%	Records of SwiftPharma troubleshooting and technical support for analytical methods technology transfer and reporting.
Support in process technology transfer demonstration at CSIR	Support in deployment of finalized process SOPs with appropriate process parameters at the CSIR receiving site. Support of manufacture of the technology transfer demonstration batch, including troubleshooting during runs.	4.8%	Records of SwiftPharma troubleshooting and technical support during process implementation, process technology transfer demonstration and reporting.
Technology Transfer report review and approval	Review and approval of the technology transfer report prepared by CSIR.	4.5%	Technology transfer report approved by SwiftPharma, including a gap assessment, root cause analysis and a remediation plan.
Training & Travel (SwiftPharma to CSIR)	On-site support during execution phase, including expert presence for supervision, coaching, and rapid issue resolution.	2.7%	On-site support and training record, including activities completed and key issues addressed.

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PHASE II - EXECUTION & VERIFICATION			
ACTIVITY	**DESCRIPTION**	**ESTIMATED BUDGET (% OF TOTAL)**	**DELIVERABLES**
Project Management & Support	Continued coordination, technical oversight, reporting, and inclusion of external expertise where required to ensure successful delivery.	5.5%	Final progress update, updated risk and issue log, and record of key technical decisions.
Contingency	Reserved funds to manage execution risks such as batch failures, deviations, or additional process verification requirements.	2.5%	Brief record of any contingency used, its purpose, and the related response. If unused, confirmation that no contingency was required.
Phase II total		**33.3%**	

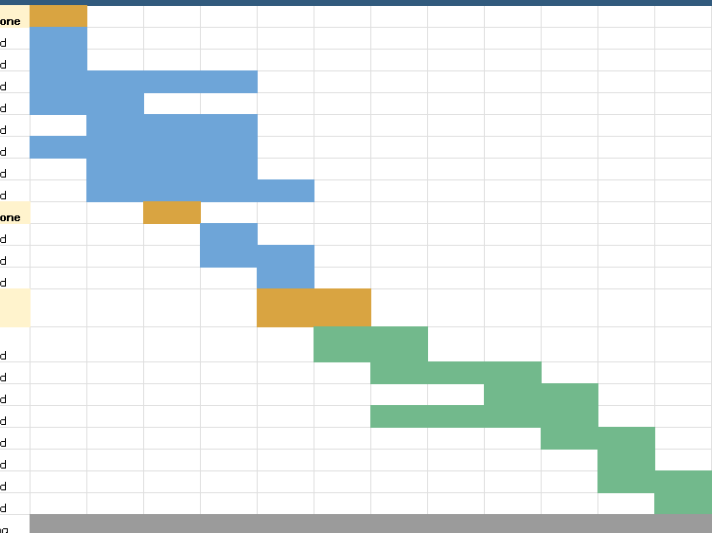
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Table 3: GANTT chart illustrating technology transfer project timelines.

Technology Transfer Project — Baseline Gantt

Kickoff 01-Nov-2026 | Contractual project window | 01-Nov-2026 | 31-Oct-2027 | Baseline planning dates; exact task durations to be agreed

ID	Phase	Party / Owner	Activity	Start	End	Duration (days)	Dependency	Deliverable / Milestone	Status
M0	**Milestone**	**All**	**Project kickoff / Effective Date**	#########	#########	**1**		**Project implementation starts**	**Milestone**
P1.1	Phase I	SwiftPharma / MPP / CSIR	Project setup & governance definition	02-Nov-2026	13-Nov-2026	12	M0	Governance framework, communication plan, detailed timeline	Planned
P1.2	Phase I	SwiftPharma + CSIR	CSIR site assessment & gap analysis	09-Nov-2026	27-Nov-2026	19	P1.1	Gap analysis report + agreed mitigation actions	Planned
P1.3	Phase I	CSIR	Gap closure / site readiness remediation	30-Nov-2026	26-Feb-2027	89	P1.2	Readiness / gap-closure report	Planned
P1.4	Phase I	SwiftPharma	Core documentation development & transfer	09-Nov-2026	18-Dec-2026	40	P1.1	Process flows, CPPs, preliminary controls / quality attributes	Planned
P1.5	Phase I	SwiftPharma	Process documentation, SOPs & master batch records	01-Dec-2026	12-Feb-2027	74	P1.4	Agreed SOP / MBR / TT document package	Planned
P1.6	Phase I	SwiftPharma	Analytical methods adaptation, optimization & reproducibility	16-Nov-2026	26-Feb-2027	103	P1.4	Analytical SOPs, reports & comparability data	Planned
P1.7	Phase I	SwiftPharma	GMP WCB preparation, qualification & transfer	01-Dec-2026	12-Feb-2027	74	P1.1	Qualified WCB + documentation transferred	Planned
P1.8	Phase I	CSIR	Documentation receipt & controlled repository	15-Dec-2026	05-Mar-2027	81	P1.4,P1.5,P1.6	Document repository + training logs	Planned
M1	**Milestone**	**SwiftPharma**	**Progress report covering work through 31 Dec 2026**	#########	**15-Jan-2027**	**12**	**P1.1-P1.7**	**Report due 15 Jan 2027**	**Milestone**
P1.9	Phase I	CSIR	WCB receipt & appropriate storage	15-Feb-2027	26-Feb-2027	12	P1.7	WCB receipt / storage documentation	Planned
P1.10	Phase I	SwiftPharma + CSIR	Phase I training & travel / readiness workshops	15-Feb-2027	05-Mar-2027	19	P1.3,P1.5,P1.6	Training records and attendance	Planned
P1.11	Phase I	SwiftPharma	Phase I technical & financial report	08-Mar-2027	19-Mar-2027	12	P1.3-P1.10	Complete report demonstrating Phase I deliverables	Planned
GATE	**Gate**	**MPP / Funder**	**MPP confirmation + Phase II funding gate**	#########	#########	**12**	**P1.11**	**Written Phase I confirmation + corresponding funds received**	**Gate**
P2.1	Phase II	SwiftPharma + CSIR	Bench-scale runs & technical batch demonstration at SwiftPharma	05-Apr-2027	14-May-2027	40	GATE	Batch records + analytical results; CSIR training record	Planned
P2.2	Phase II	SwiftPharma + CSIR	Analytical methods technology transfer demonstration at CSIR	17-May-2027	02-Jul-2027	47	P2.1	Analytical TT report + QbD reproducibility assessment	Planned
P2.3	Phase II	SwiftPharma + CSIR	Process technology transfer demonstration at CSIR	05-Jul-2027	20-Aug-2027	47	P2.2	Demo batch records + process TT report	Planned
P2.4	Phase II	SwiftPharma	Execution-phase training, travel & on-site support	17-May-2027	20-Aug-2027	96	P2.1	On-site support / training record	Planned
P2.5	Phase II	CSIR	Finalise technology transfer report	23-Aug-2027	10-Sep-2027	19	P2.2,P2.3	Final TT report submitted to SwiftPharma	Planned
P2.6	Phase II	SwiftPharma	Technology transfer report review & approval	13-Sep-2027	24-Sep-2027	12	P2.5	Approved TT report incl. gap / QbD remediation plan	Planned
P2.7	Phase II	SwiftPharma + CSIR	Remediation / verification close-out buffer	27-Sep-2027	15-Oct-2027	19	P2.6	Close remaining technical actions	Planned
P2.8	Phase II	SwiftPharma / MPP / CSIR	Final reporting & project close-out	18-Oct-2027	29-Oct-2027	12	P2.7	Final technical report + completion confirmation	Planned
PM	Ongoing	All	Project management, risk / issue log & coordination	01-Nov-2026	31-Oct-2027	365	M0	Progress updates, decisions, risk / issue log	Ongoing



Planning Assumptions & Contractual Anchors

Type	Item	Baseline used	Notes
User input	Kickoff / project start	01-Nov-2026	Used as Effective Date / Project Start Date for this baseline.
Contract anchor	Maximum project window	12 months	Project End Date is 12 months after Project Start Date unless completed earlier.
Contract anchor	Progress report	15-Jan-2027	Covers project activities performed through 31-Dec-2026.
Contract gate	Phase II start	After Phase I acceptance + funder receipt	Baseline assumes gate clearance by 02-Apr-2027; agreement does not guarantee this date.
Planning assumption	Phase I working window	Nov-2026 to Mar-2027	Exact durations are not stated in the annex; dates are sequenced from dependencies.
Planning assumption	Phase II working window	Apr-2027 to Oct-2027	Sequenced technical batch → analytical TT → process TT → reporting / approval.
Planning assumption	CSIR gap closure	30-Nov-2026 to 26-Feb-2027	Treated as a critical-path readiness dependency.
Planning assumption	Travel / training	Time windows, not continuous presence	Specific visit dates should be fixed once site/staff availability is known.

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Table 4: SwiftPharma technology transfer project team.

NAME	POSITION
Jeroen Hofenk, MSc.	Chief Science Officer
Anupama Anupama, PhD.	Head of Molecular Biology
Céderic Bosmans, MSc.	Laboratory Manager / Molecular Biologist
Jarne Wilms, BSc.	Molecular Biologist
Jos Vanden Abeele, MSc.	Plant Biologist
Vincenzo Campisi, PhD	Head of QA
Thomas van Laethem, PhD.	QC and Project Management

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Annex 2

CSIR payment schedule and workplan

Table 1. CSIR payment schedule

PROJECT PHASES	MILESTONE PAYMENT	INSTALMENT AMOUNT (%)
Phase I and Phase II	Agreement Effective Date	100% of the CSIR Grant

Table 2. CSIR Technology Transfer workplan and individual activities cost.

PHASE I - INITIATION, PLANNING & READINESS			
ACTIVITY	**DESCRIPTION**	**BUDGET (% OF TOTAL)**	**DELIVERABLES**
CSIR Site Assessment & Gap Analysis support to SwiftPharma	Support during comprehensive technical and operational assessment of the receiving site at CSIR performed by SwiftPharma, including evaluation of infrastructure, equipment suitability, analytical capabilities, and identification of gaps versus process requirements, with mitigation recommendations.	5%	• Gap analysis report, including agreed mitigation actions. • Workplan and timeline adjusted based on gap analysis.
Gap closure to achieve technology transfer readiness at CSIR	Implementation of all remediation and mitigation actions required to achieve readiness for technology transfer of the process and analytical methods.	15%	• Report on the closure of all gaps identified during SwiftPharma's site assessment of CSIR, demonstrating readiness for technology transfer.
SwiftPharma documentation receipt and training	Receipt and controlled storage of all process and analytical methods documentation, including training by SwiftPharma on essential documents.	5%	• Creation of a repository of SwiftPharma documentation. • List of training received and training logs with attendance records.
SwiftPharma WCB receipt	Support for shipment and receipt of the WCB at CSIR.	5%	• Documentation of receipt and appropriate storage of the WCB.

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PHASE II - EXECUTION & VERIFICATION			
ACTIVITY	**DESCRIPTION**	**BUDGET (% OF TOTAL)**	**DELIVERABLES**
Attendance at Technical batch manufacturing demonstration at SwiftPharma	Attendance at the execution of bench-scale production runs to demonstrate process performance, including generation and characterization of a new reference batch for downstream comparison.	20%	• List of training received and training logs with attendance records. • Training report detailing needs and gaps observed during the demonstration.
Analytical methods technology transfer demonstration at CSIR	Analytical methods implementation and reference batch testing at CSIR to confirm method transfer success (based on the acceptance criteria set forth in Annex 3), and reproducibility assessment across all quality attribute controls (QACs).	20%	• Analytical methods technology transfer report including a gap assessment, root cause analysis and a remediation plan. • Analytical methods reproducibility assessment report for the agreed QACs.
Process technology transfer demonstration at CSIR	Deployment of finalized SOPs with appropriate process parameters at the CSIR receiving site, and manufacturing of the technology transfer demonstration batch.	25%	• Batch manufacturing records showing process implementation at CSIR. • Process technology transfer report including a gap assessment, root cause analysis and a remediation plan.
Finalisation of technology transfer report	Finalisation of analytical and process technology transfer report including a gap assessment, root cause analysis and a remediation plan; and submission to SwiftPharma for review and approval.	5%	• Technology transfer report finalised and shared with SwiftPharma

Table 3. CSIR Technology Transfer project team

NAME	POSITION
Tsepo Tsekoa, PhD	Chief Researcher and Project Lead
Lusisizwe Kwezi, PhD	Principal Researcher
Ngwako Albert Mabetha	Plant Growth Technician
Sipho Mamphutha	Analytical Technician
Sibongile Mtimka, PhD	Senior Researcher
Gugu Mkhize	Technician
Priyen Pillay, PhD	Senior Researcher
Zandile Nxumalo	Senior Researcher
Maabo Moralo, PhD	Senior Researcher
Sindisiwe Buthelezi, PhD	Senior Researcher
Sharon Kgasago	Technical Assistant

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Annex 3

Quality Acceptance Criteria of the GRFT drug substance

Parameter	Test Method (SOP No.)	Acceptance Criteria
Identity	ESI-TOF or MALDI-TOF SOP-DP-091	Dimer= 25,464 ± 50 Da Monomer= 12,732 ± 50 Da
Potency	TZMBL assay MTD2016003-00	EC_{50} comparable to reference standard
Protein Concentration	UV (A280) QC-SOP-311	9-25 mg/ml
Purity	Bioanalyzer QC-SOP-261	≥ 95% of main target peak
Purity	RP-UPLC QC-SOP-362	RP-UPLC: ≥ 90.0% Related substances: Oxidation product: ≤ 7.0% Other largest related substance: ≤ 1.0% Report results: total of related substances that are over 0.5%
Purity(Aggregates)	SEC QC-SOP-347	≤ 1.0% High molecular aggregates
Appearance	Visual QC-SOP-251	Clear light amber solution
Osmolality	USP <785> QC-SOP-252	250-350 mOsm/kg
pH	USP<791> QC-SOP-259	7.0-8.0
Bacterial Endotoxin	USP<85> QC-SOP-250	≤ 1.0 EU/mg
Bioburden	USP <61> QC-SOP-249	≤ 10 CFU/ml
Host Cell DNA	Pico Green Assay QC-SOP-243	≤ 1000 pg DNA/mg
Host Cell Protein; Plant and Agrobacterium	Protein IS by Mass spectrometry of non-target species QC-SOP-316	Protein ID by mass spectrometry of species ≥ 1% of the main target protein
Residual Antifoam, Silicon Analysis	ICP-MS QC-SOP-248	≤ 10 ppm
Residual Kanamycin	RP-HPLC QC-SOP-256	≤ 10 ppm
Residual Nicotine	GC/FID QC-SOP-228	≤ 500 ppb
Residual Triton X-114	RP-UPLC QC-SOP-379	≤ 40 µg/mL