PATENT AND MATERIAL LICENSE AGREEMENT

by and between

MEDICINES PATENT POOL
and
BIOTECH AFRICA

MEDICINES PATENT POOL (hereinafter referred to as **MPP**), a Swiss non-governmental organization located at 7 Rue de Varembé, 1202 Geneva, Switzerland

AND

BIOTECH AFRICA (hereinafter referred to as **Sublicensee**), first Floor, the Harrington, 50 Harrington Street, Cape Town, 8001 South Africa

Each of MPP and BIOTECH AFRICA shall be referred to as a "Party", and collectively, as the "Parties".

The Parties, mutually recognizing each other's legal capacity to execute this Agreement (as defined below), for this purpose

PREAMBLE

I. WHEREAS CSIC is the owner in title of patent application EP20382495.8, with title "Assay for the detection of the Cys-like protease (Mpro) of SARSCoV-2", filed on the 8th of June, 2020 at the Spanish Patent and Trade Mark Office (hereinafter referred to as **Patent application**), relating to an invention developed by the research groups led by Dra. María del Mar Vales Gómez, Dr. Jose Miguel Rodriguez Frade, Dr. Jose María Casasnovas Suelves and Dr. Hugh Thomson Reyburn, as well as of Material Biology developed by the research groups led by Dr. Jose María Casanovas Suelves and Dr. Hugh Thomson Reyburn hereinafter referred to as **Material**), all they employees of CSIC in its National Centre for Biotechnology (CNB).

II. WHEREAS CSIC is the owner of confidential data and know-how relating to the invention described in the above referred patent application;

V. WHEREAS MPP is a United Nations-backed public health organisation working to increase access to, and facilitate the development of, life-saving medicines for low- and middle-income countries;

VI. WHEREAS the Covid-19 Technology Access Pool ("C-TAP") was launched by the World Health Organization to facilitate the open sharing of knowledge, intellectual property, and data necessary for the detection, prevention, and treatment of Covid-19, and to ensure equitable, affordable, and timely access to the concerned products.

VII. WHEREAS MPP, as an implementing partner of C-TAP, obtained a non-exclusive license of the Patent and the Material with the right to sublicense to Third parties to encourage generic manufacture and the development of COVID-19 diagnostic technologies ("**CSIC-MPP Agreement**").

VIII. WHEREAS, the Sublicensee is a biotech company located in South Africa, interested in obtaining a sublicence under the CSIC-MPP Agreement and [African Reagents Design t/a BioTech Africa located at 50 Harrington Street, The Harrington, Cape Town, South Africa, 7925].

WHEREAS the Parties are interested in executing this agreement on the basis of the clauses detailed hereinafter.

NOW THEREFORE, for and in consideration of the above recitals and the mutual covenants contained herein, MPP and the Sublicensee, intending to be legally bound, hereby AGREE AS FOLLOWS:

1. DEFINITIONS

In this Agreement the following terms, whether used in the singular or plural, shall have the following meanings:

"Agreement" means this sublicense agreement including any and all schedules, appendices and other addenda to it as may be added and/or amended in accordance with the provisions of this document.

"**Agreement Quarter**" means any period of three months ending on the last day of March or June or September or December.

"Commercialization", **"Commercializing"**, or **"Commercialize"** means any and all activities relating to the labelling, advertising, promotion, marketing, pricing, distribution, storage, handling, offering for sale and selling or having sold, and customer service and support.

"Confidential Information" means any and all information, including but not limited to technical, scientific and business information, knowledge, know-how, data and materials of a confidential or proprietary nature owned or controlled by a Party ("Disclosing Party") and disclosed to the other Party ("Receiving Party") under this Agreement.

"Customers" means any entity of which the Sublicensees receives any type of revenue derived from the exploitation of the Patent Rights and/or Material.

"Development", "Developing" or **"Develop"** means activities associated with the development of Product, including but not limited to, validation, product studies and analysis, stability testing, process development, quality assurance, quality control, pre- and post- Regulatory Approval studies, and regulatory affairs.

"Disclosing Party" means, in reference to a piece of Confidential Information, the Party that first discloses such piece of Confidential Information to the other Party under this Agreement.

"Effective Date" means the date of last signature of this Agreement.

"Field" means ELISA kits and lateral flow test for the detection of antibodies against COVID-19.

"HICs" means all high-income countries in accordance with the World Bank country classification at the Effective Date.

"**Improvement**" means any new or improved process, any new or improved know-How, or manufacturing techniques or any further invention which relate to the manufacture or formulation of the Products or incorporate or are based on the Patents.

"Licensed Know-how" means all proprietary know-how and other technical knowledge relating to the Patent Rights and which may be necessary for Sublicensees to exploit the Patent Rights and Material.

"Licensed Technology" means the Patent Rights, Material, and Licensed Know-How.

"LMICs" means all low- and middle-income countries according to the World Bank country classification as at the Effective Date.

"Material" means:

Expression vectors for mammalian cells that contain recombinant DNAs that encode proteins derived from the protein S ("spike") of SARS-CoV-2, mainly: complete protein S, region S1 and a domain ("receptor binding domain ", RBD) involved in binding to the viral receptor ACE2. Likewise, variants of protein S produced in CNB-CSIC.

Expression vectors for E. Coli cells containing recombinant DNAs encoding proteins derived from the nucleocapsid protein (protein N) of SARS-CoV-2. Likewise, variants of the nucleocapsid protein (protein N) produced in the CNB-CSIC.

Expression vectors for E. Coli cells containing recombinant DNAs encoding proteins derived from the SARS-CoV-2 "cysteine-like" protease (MPro) protein. Likewise, variants of the protease protein (MPro) produced in the CNB-CSIC.

"Net Sales" means, with respect to the Product, the gross amount invoiced on sales by Sublicensees to Customers in any country of the world less the following deductions, to the extent included in the sales invoice with respect to such Product:

a) normal and customary trade and quantity discounts actually given (discounts which all together cannot exceed 20% of the sales price); and, in case of returns or rejections of Products, the associated credits and price adjustments; and

b) sales, value-added, and excise taxes, tariffs, and other taxes and government charges directly related to the sale of the Product and actually borne by Sublicensees without reimbursement from any Third Party, excluding any taxes assessed against the income derived from such sale.

When the Product is included as part of any program based on multiple product offers, the discounts referred to in point a) of this Clause shall be coherent with the discounts applied by Sublicensees to the same Customer when the Product is not combined with any other products or services. Use of the Product in field tests, marketing, or other similar programs or studies where Product is supplied without charge, shall not result in any Net Sales, however if Sublicensees charges for such Product, the amount billed will be included in the calculation of Net Sales.

"Patent application" means the European patent application EP20382495.8, with title "Assay for the detection of the Cys-like protease (Mpro) os SARSCoV-2", filed on the 8th of June, 2020 at the Spanish Patent and Trade Mark Office.

"Patent Rights" means any right recognised by the applicable patent legislation or regulation and generated by claiming the priority of the Patent Application, including the patents and patent applications set out in Schedule 1 as may be amended from time to time, such as the rights generated by:

a) any patent application, any continuation-in-part, division, extension for any such application, and any patent issuing on such application;

b) inventor certificates, utility models and petty patents.

"Product" means any product which:

a) is covered in whole or partly by any Valid Claim;

b) is manufactured by or made of using the Material; or

c) its use is covered by any Valid Claim.

"Receiving Party" means, in reference to a piece of Confidential Information, the Party that receives such piece of Confidential Information from the Disclosing Party under this Agreement.

"Regulatory Approval" means any approval, registration, license or authorization from any authority worldwide required for the Development, manufacture or Commercialization of Product.

"**Stringent Regulatroty Authority**" means a regulatory authority which is: (a) a member of the International Council for Harmonisation of Technical Requirements for Pharmaceuticals for Human Use (ICH), being the European Commission, the US Food and Drug Administration and the Ministry of Health, Labour and Welfare of Japan also represented by the Pharmaceuticals and Medical Devices Agency (as before 23 October 2015); or (b) an ICH observer, being the European Free Trade Association, as represented by Swissmedic, and Health Canada (as before 23 October 2015); or (c) a regulatory authority associated with an ICH member through a legally-binding, mutual recognition agreement, including Australia, Iceland, Liechtenstein and Norway (as before 23 October 2015).

"Third Party" means any entity other than a Party.

"Valid Claim" means a claim:

a) of an issued and unexpired patent included within the Patent Rights, which has not been permanently considered as non-applicable under a decision of a court or other competent governmental agency, or

b) in a patent application included within the Patent Rights that is being actively prosecuted in accordance with this Agreement.

2. SCOPE OF THE GRANT

2.1. Subject to the terms and conditions of this Agreement, MPP hereby grants a worldwide, non-exclusive, non-transferable, licence to the Sublicensee, under the Licensed Technology, to:

a) Develop, or have developed, the Licensed Technology into Products in the Field, and

b) make, have made, use, Commercialize, export or import the Products exclusively for ultimate use in the Field.

2.2. The Sublicensee shall ensure that the Products are made available in LMICs at affordable pricing.

3. ROYALTIES

MPP will require Sublicensees to pay royalties on Net Sales of Licensed Products directly to CSIC on a country-by-country basis starting from the date of the first commercial sale of Licensed Products. Royalties will be paid as described below:

A. Royalty-free for sales to any LMICs for use in any LMIC;

B. In HICs where there is a Patent Right granted and in force in the country of manufacture or sale, a non-creditable, non-refundable royalty of fifteen percent (15 %) payable on Net Sales in the previous calendar year and on a country by country basis and commencing on the date of the first sale of Product and continuing until the expiry of the last-to-expire Patent Right in such country.

C. In HICs where there is no Patent Right granted and in force in the country of manufacture or sale but where Sublicensee has used the Material for the manufacture of the Licensed Products, the royalty as described in 3(B) will be payable for a period of ten (10) years from the Effective Date.

4. DEVELOPMENT AND REGISTRATION

4.1. The Sublicensee agrees that it will manufacture Materials and Product in a manner consistent with (i) WHO pre-qualification standards; or (ii) the standards of any Stringent Regulatory Authority, defined as a regulatory authority which was a member or observer of the International Council on Harmonization of Technical Requirements for Registration of Pharmaceuticals for Human Use ("ICH"), or associated with an ICH member through a legally-binding, mutual recognition agreement, in each case as before 23 October 2015. Where such standards are not yet available, the Sublicensee will obtain temporary approval through a WHO Expert Review Panel, as appropriate and if applicable.

4.2. The Sublicensee shall:

A. obtain from the relevant authorities in each country and maintain in force, as appropriate, all health registrations, permissions, consents and regulatory authorisations relating to the importation, manufacture and sale of the Products which are necessary to enable the Products to be sold or supplied in each country in accordance with this Agreement.

B. file for WHO Pre-qualification or any Stringent Regulatory Authority approval as soon as possible and in any event not later than within 24 months from the Effective Date in each case using the fastest approval route possible and will diligently pursue such applications following submission.

C. manufacture and sell the Products in accordance with all laws and regulations relevant to the manufacture and sale of the Products and in accordance with good industry practice.

4.3. If the Sublicensee manufactures, sells, supplies or otherwise disposes of any Product but has not obtained the necessary compliance with laws or approvals as per this Agreement, MPP shall be entitled to immediately terminate this Agreement by providing written notice to the Sublicensee.

5. KNOWLEDGE TRANSFER

5.1. The Sublicensee shall be provided with the Material and Licensed Know-How by CSIC, using its reasonable efforts. The Material will be provided at the manufacturing costs. The Sublicensee acknowledges that CSIC has no obligation to provide any know-how and technical knowledge which has not been generated by Dra. María del Mar Vales Gómez, Dr. Jose Miguel Rodriguez Frade, Dr. Jose María Casasnovas Suelves and Dr. Hugh Thomson Reyburn or under their supervision during their employment at CSIC.

5.2. The Sublicensee shall cover any travel and out-of-pocket costs of CSIC staff required for the better transfer of such know-how, Material, and/or technical knowledge. The effect on normal activities of CSIC produced by any request under this provision shall be minimized by the Sublicensee by:

a) accepting remote (telephone, e-mail, on-line, etc) assistance where applicable; and
b) allocating a sufficient and technically capable workload to knowledge transfer activities and ensuring that its contract manufacturer does the same.

6. CONFIDENTIALITY

6.1. Treatment of Confidential Information. Each of the Parties shall ensure that, during the Term of this Agreement and during ten (10) years thereafter, Confidential Information:

a) shall be used in a reserved manner.
b) shall not be copied or disclosed in whole or in part by or to Third Parties without having obtained the express written authorization from the Disclosing Party, except that such written authorization shall not be necessary in the following instances:
    i. Regulatory filings;
    ii. Prosecuting or defending litigation;
    iii. Complying with applicable governmental laws and regulations; and
    iv. Disclosure in connection with this Agreement to its staff, consultants, actual or potential donors, advisors, officers and non-voting Board Members, subcontractors, or licensees on a “need-to-know” basis and using the same diligence as that used by the Receiving Party in protecting its own proprietary information;
c) shall not be used in whole or in part for any purpose other than the execution of this Agreement;

The Parties shall be liable to each other for breach of this obligation, whether by its employees, associates or any other person to whom the Confidential Information was disclosed.

In the event that there is current legislation on the protection of personal data, the Parties declare their recognition and respect for it.

6.2. Exceptions in the Treatment of Confidential Information. Notwithstanding Sub-clause 5.1., no Party shall be liable for use or disclosure of Confidential Information that:

a) is published or becomes generally known to the public through no fault or omission of the Receiving Party; or

b) is independently developed by or for the Receiving Party without reference to or reliance upon the Confidential Information and such development can be evidenced by written documentation upon request by the Disclosing Party; or

c) is rightfully known by the Receiving Party prior to the date of disclosure to the Receiving Party and such knowledge can be evidenced by written documentation upon request by the Disclosing Party; or

d) The information received comes from a Third Party that does not require secrecy, or

e) is required to be disclosed by law or by judicial or administrative request. In this case, the Receiving Party will immediately notify the Issuing Party of such request so that it can file the appropriate precautionary measures, and will not disclose more Confidential Information than that which is strictly required by the judicial or administrative order.

6.3. Publication of this Agreement. The Parties agree that a copy of this Agreement may be publicly disclosed on MPP's website. Such disclosure will not constitute a breach of either Party's obligations under this clause 6.

7. TERM

This Agreement shall enter into force on the Effective Date. Except if it is resolved before according to Clause 12, its duration will continue in force until the date on which the last Patent Right has expired, lapsed or has been invalidated (the "Term"). Following this Term, the licence granted in Section 2 will become a perpetual, irrevocable, fully paid-up, royalty free licence to develop, have developed, make, have made, use, Commercialize, import and export Products for use in the Field. Notwithstanding the above, royalties as provided in Section 3C will continue for the period described therein.

8. ASSIGNMENT

The Sublicensee is not entitled to assign, transfer, partially or totally by any means, its position in the subject Agreement in favour of a Third Party. This Agreement, the rights, duties and obligations hereupon granted to or due by the Sublicensee are all personal to the Sublicensee. The Sublicensee agrees not to sell, assign, transfer, mortgage, pledge, or hypothecate any such rights in whole or in part, or delegate any of its duties or obligations under this Agreement without the prior written consent of MPP, which shall not be unreasonably withheld. The merger, consolidation, or reorganization of the Sublicensee with one or more Third Parties shall not entitle the Sublicensee to transfer substantially any of the rights granted by this Agreement without the written consent of MPP, such consent not to be unreasonably withheld, conditioned or delayed.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. The Sublicensee acknowledges that CSIC, or its licensees, shall be responsible, without any obligation to do so, for the preparation, filing, prosecution, and maintenance of Patent Rights worldwide and shall cover all associated costs.

9.2. The Sublicensee hereby grants to MPP and CSIC a perpetual, irrevocable, worldwide, royalty-free, non-exclusive licence to use any Improvement (and shall promptly execute such document as MPP or CSIC may reasonably request accordingly). MPP shall be entitled to grant sublicences (without further right to sublicense) under such licence to its sublicensees. CSIC shall be entitled to grant sublicences (without further right to sublicense) under such licence only to its affiliates and contract manufacturers, distributors and service providers solely for use in connection with their engagement of commercialising products developed by CSIC.

10. WARRANTIES and INDEMNITY

10.1. Parties Representations and Warranties

10.1.1. Each Party declares and warrants to the other Party as of the Effective Date that:

a) it has the legal right to conduct its business as now conducted and hereafter contemplated to be conducted; and

b) has been duly authorized to execute this Agreement and that this Agreement constitutes a legal, valid and binding obligation enforceable against such Party in accordance with its terms except to the extent that enforceability may be limited by bankruptcy, insolvency or other similar situation affecting creditors' rights; and

10.1.2. The Sublicensee:

A. represents and warrants that it respects the human rights of its staff and does not employ child labor, forced labor, unsafe working conditions, or cruel or abusive disciplinary practices in the workplace and that it does not discriminate against any workers on any ground (including race, religion, disability, gender, sexual orientation or gender identity) and aims to achieve greater equity along those lines in the workplace; and that it pays each employee at least the minimum wage, provides each employee with all legally mandated benefits, and complies with the laws on working hours and employment rights in the countries in which it operates.

B. shall be respectful of its employees' right to freedom of association and shall encourage compliance with the standards referred to in Clause 10.1.2 by any supplier of goods or services that it uses in performing its obligations under this Agreement.

C. shall comply fully at all times with all applicable laws and regulations, including but not limited to drugs' safety, pharmacovigilance, anti-corruption and anti-bribery laws.

10.2. Disclaimer of Warranties. Neither Party makes any declaration or warranty other than those expressly provided hereunder.

10.3. Indemnity. The Sublicensee hereby agrees to indemnify MPP and CSIC and their respective officers, directors, shareholders, representatives, agents, employees, successors and assigns (each an "Indemnified Person") against any and all suits, claims (whether or not successful, compromised or settled), actions, demands, proceedings, judgments, liabilities, expenses and/or losses, including reasonable legal expense and attorneys' fees ("Losses"), that arise in connection with (i) the Sublicensee's breach of this Agreement; or (ii) the Sublicensee's exercise of its rights pursuant to this Agreement (including for the avoidance of doubt any product liability claim relating to the Products manufactured by or on behalf of the Sublicensee pursuant to this Agreement), provided that the indemnification obligation established in this clause shall not apply to the extent such Losses arise out of negligence or wilful misconduct by MPP or CSIC and their respective officers, directors, shareholders, representatives, agents, employees, successors and assigns.

10.4. Insurance. Immediately upon the first administration of a Product to a human in accordance with this Agreement, and for a period of ten (10) years after the expiration or earlier termination of this Agreement, the Sublicensee shall obtain and/or maintain, at its sole cost and expense, product liability insurance in amounts which are reasonable and customary in the pharmaceutical industry of the countries in which the Materials and Products are manufactured, distributed and sold (as relevant). Such product liability insurance shall insure against all liability, including product liability, personal liability, physical injury or property damage. The Sublicensee shall provide written proof of the existence of such insurance to MPP upon request.

11. REPORTS

11.1. The Sublicensee shall keep MPP regularly informed of the progress made by the Sublicensee under this Agreement. Within 10 Business Days following the end of each Agreement Quarter, the Sublicensee shall provide MPP with a written quarterly report, in a format to be indicated by MPP, on:

A. all Products in its development pipeline and the status of each Product in development;

B. all Products sold or supplied by the Sublicensee under this Agreement during such Agreement Quarter; and

C. all regulatory activities regarding the Products worldwide in relation to that Agreement Quarter i.e. (a) the regulatory filing status and plan for every Product worldwide, and (b) a list of the countries in which applications for Regulatory Approval have been filed and/or Regulatory Approvals have been obtained for any Product.

11.2. The Parties agree to confer on a quarterly basis regarding such reports. MPP agrees that information contained in quarterly and other such reports shall be treated as Confidential Information.

11.3. At all times the Sublicensee shall keep, and shall require its affiliates and any Third Party manufacturers and Third Parties making sales on its behalf, to keep, complete and accurate records for a period of five (5) years of all quantities of Materials and Products manufactured, sold and/or supplied under the licences granted by this Agreement and such information of the type and in sufficient detail at MPP's discretion. MPP shall each have the right (and the Sublicensee shall procure such right), through a certified public accountant or like person appointed by it, to examine such records in order to verify the compliance with this Agreement during regular business hours during the term of this Agreement and for six months after its termination or expiry; provided, however, that such examination:

(i) shall be at the expense of the person exercising such right (save where such examination reveals a breach of this Agreement by the Sublicensee, in which case the Sublicensee shall pay for all costs incurred by MPP in carrying out the examination),

(j) not take place more often than twice in any calendar year and shall not cover such records for more than the preceding two calendar years.

12. TERMINATION

12.1. Termination. This Agreement will be terminated either by its fulfillment, i.e. by expiration of the Term as defined in Clause 7, or by its termination by the following sub-clause.

12.2. Termination upon non-compliance. Any Party shall have the right to terminate the Agreement, when there has been a serious breach by the other Party. For the resolution of non-compliance, the following procedure will be followed:

a. If any of the Parties considers that there is a breach of the undertaking of this contract by the other Party, such breach shall be duly notified to the address designated in this contract indicating the grounds and requiring it to be remedy.

b. The other Party can bring such breach to an end within a period of 30 days from the date of notification, or within another timeline agreed upon between the Parties.

c. In this case, the allegedly breaching Party shall notify the other Party who could show agreement or disagreement. In case of agreement, the performance of the contract will continue.

d. In case of disagreement, the final termination of the contract shall be notified by the disagreeing Party.

e. In the event of the allegedly breaching Party not bringing such breach to an end, the contract shall deem to be terminated on the date of the first due notification.

f. When according to the allegedly breaching Party there is not such breach; or the breach is justified as it cannot be overcome or overcoming it makes impossible the performance of the present Contract; or the breach has been already brought to an end, this Party can bring the issue in front of a Court within a period of six (6) months from the last notification, subject to the prior dispute resolution processes described in clause 14.2. In any case, the Contract shall deem to be terminated pending judicial decision.

g. If the Party does not bring the issue in front of a Court or the aforementioned six (6) months term is not followed, termination shall be immediate losing any right to subsequent claim.

During all the procedure listed, the damaged Party shall have the right to seek due compensation for damages that could correspond to any of the Parties.

12.3. Consequences of Termination.

In the event that this Agreement is terminated prior to the expiry of the Term and due to breach by the Sublicensee, this Agreement, will, upon written approval by CSIC, such consent not to be unreasonably withheld, be converted into a licence between CSIC and the Sublicensee, provided that the Sublicensee is not in breach of this Agreement, by way of the MPP, CSIC and the Sublicensee entering into a novation agreement transferring the rights and obligations of the MPP under this Agreement to CSIC.

13 NOTICES

Any notice given in connection with this Agreement shall be in writing and shall be deemed given upon actual receipt by the addressee. Notices may be given by email followed by prompt confirmation by registered or certified air mail, postage prepaid and shall always be sent by registered or certified air mail, postage prepaid, addressed to the Party to be notified at the following address, or at such other address as the Party may designate:

At MPP:
Attn: General Counsel
Rue de Varembé 7, 1202 Geneva Switzerland

+41 (0)22 533 50 50
legal@medicinespatentpool.org

At Sublicensee:
Attn.: Jenny Leslie/Etienne du Toit
Address: 50 Harrington Str, The Harrington, Cape Town, South Africa
Tel: +27 (0) 4701808
Email: etienne@biotechafrica.com

14 GOVERNING LAW AND JURISDICTION

14.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Spain.

14.2. Jurisdiction and Dispute Resolution. The Parties shall use all reasonable efforts to solve any dispute, controversy or claim that may arise under this Agreement through good faith negotiations. In the event that the Parties are unable to resolve a dispute within sixty (60) calendar days from the date such dispute is first brought to the other Party's attention, the Parties agree, with express resignation to any other jurisdiction that could correspond to them, to solve the differences under the exclusive jurisdiction of the Courts of the city of Madrid, Spain.

If there are any disputes in connection with this Agreement, including its termination under Clause 12, all rights and obligations of the Parties shall continue until such time as any dispute has been resolved in accordance with the provisions of this Clause.

15 MISCELLANEOUS

15.1. Entire Agreement. This Agreement and its Annexes contain the entire agreement between the Parties and shall supersede all previous agreements and understandings between the Parties and predecessors with regards to the contents of this Agreement. The Parties waive the right to rely on any alleged express provision not contained in this Agreement, as regards the specific aspects related to its provisions.

15.2. Modification. Any modification to the Agreement shall only be valid if made in writing and duly signed by the authorized representatives of the Parties.

15.3. No representation. This Agreement does not authorize any Party to act as representative or agent of the other Party, nor shall it represent that it in fact has such authority. Neither Party shall have any authority to make statements, representations or commitments of any kind or take any other action binding on the other, except as specifically provided in this Agreement.

15.4. Severability. If any provision of this Agreement is declared in a final unappealable order by a court of competent jurisdiction to be invalid, illegal, unenforceable, or void, then both Parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is invalid, illegal, unenforceable, or void in the jurisdiction. If the remainder of this Agreement is capable of substantial performance, then each provision not so affected shall remain binding upon the Parties hereto to the extent permitted by law.

15.5. Headings. The headings in this Agreement are for reference only and shall not in any way control the meaning or interpretation of the corresponding clauses and sub-clauses.

15.6. Survival. Clauses 14 and 15 shall survive the expiry or termination of this Agreement.

IN WITNESS WHEREOF, MPP and the Sublicensee have caused this Agreement to be duly executed by their authorized representatives, in two counterparts on the Effective Date.

MEDICINES PATENT POOL

DocuSigned by:
Charles Gore
4713D0F59C13482...
Mr. Charles Gore
Executive Director
Date: 12/05/2022

BIOTECH AFRICA

DocuSigned by:
Etienne du Toit
FD370C5D446D4D0...
Mrs/Mr. Etienne du Toit
Title:Head of Operations
Date: 12/05/2022

Schedule 1: The Licensed Patents

Patent Type	Patent title	Patent Status	Country	Patent Application Number	Priority Date	Grant Number
PCT	Assay for the detection of the Cys-like protease (Mpro) of SARS-CoV-2	Filed		PCT/EP21/065361	08/06/2020	
Regional	ASSAY FOR THE DETECTION OF THE CYS-LIKE PROTEASE (MPRO) OF SARS-COV-2	Filed	Europe	EP20382495	08/06/2020	