LICENCE AGREEMENT

This Licence Agreement (this "**Agreement**") is made as of the 6th day of May 2025 (the "**Effective Date**"),

BETWEEN:

THE MEDICINES PATENT POOL (the **"Licensor**"), a Swiss foundation located at 7 Rue de Varembé, 1202 Geneva, Switzerland acting as an implementing partner of the World Health Organization ("**WHO**") Health Technology Access Programme("**WHO HTAP**");

CODIX BIO LIMITED a company incorporated under the laws of Nigeria, registered at 207, Ikorodu Road, llupeju, Lagos, Nigeria (the "**Licensee**"),

with the Licensor and the Licensee referred to individually as a "**Party**", and collectively, as the "**Parties**".

WITNESSETH THAT

WHEREAS SD Biosensor Inc ("**SDB**") is the owner of RDT as defined herein;

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;

WHEREAS WHO's HTAP, the successor to WHO's COVID-19 Technology Access Pool ("**C-TAP**"), builds on the foundation laid by C-TAP to attract and support the geo-diversified manufacture of prioritised health products more effectively by actively targeting platform technologies and other health products with relevance during and outside health emergencies

WHEREAS the Licensor, as an implementing partner of WHO HTAP, was granted a non-exclusive licence from SDB ("**Head Licence**") which covers the Patent Rights, the Licensed Know-how and the Material associated, to encourage the manufacture and development of RDTs in LMICs (as defined herein);

WHEREAS the Licensee, which is incorporated in a country classified as an LMIC, desires to obtain a licence from the Licensor to use the Licensed Technology, as defined herein, and the Licensor is willing to grant to the Licensee such a licence in accordance with the terms and subject to the conditions of this Agreement;

NOW THEREFORE, in consideration of the above recitals as well as the mutual covenants and obligations, and intending to be legally bound, the Parties agree as follows:

1. DEFINITIONS

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

1.1 "**Affiliate**" means any corporation, firm, partnership or other entity which is directly or indirectly controlled by or in control of, or under common control with such entity. For the purposes of this definition, "control" shall mean the ability of any corporation, firm, partnership or other entity, whether through ownership of shares or otherwise, to procure that the affairs of an entity are conducted in accordance with the wishes of such corporation, firm, partnership or other entity.

1.2 "**Agreement**" means this licence 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.

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

1.4 "**Audit**" has the meaning set forth in Clause 9 of this Agreement.

1.5 "**B2B**" has the meaning set forth in Clause 5 of this Agreement.

1.6 "**Commercialisation**", "**Commercialising**", or "**Commercialise**" 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.

1.7 "**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 nature owned or controlled by a Party ("**Disclosing Party**") and disclosed to the other Party ("**Receiving Party**") under this Agreement.

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

1.9 "**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.

1.10 "**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.

1.11 "**Effective Date**" means the date indicated on the first page of this Agreement.

1.12 "**Field**" means the detection of any antigen or antibody.

1.13 "**Finished Product**" is defined as the Product that has undergone all stages of production including final packaging and labelling.

1.14 "**GAAP**" means Generally Accepted Accounting Principles.

1.15 "**Head Licence**" means the Licensor's agreement with SDB dated 21 December 2023.

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

1.17 "**Licensed Know-how**" means all know-how, information, data, including without limitation clinical data, and other technical knowledge owned and/or controlled by SDB, that are useful or otherwise relevant for the manufacturing of RDTs , which is set out in Schedule 2 hereto as available on the Effective Date, as may be updated and complemented from time to time by SDB, including with SDB New Developments.

1.18 "**Licensed Technology**" means the Patent Rights, Material, and Licensed Know-how in the Field whether unpatented, or patented before or after the Effective Date, as may be updated and complemented from time to time by SDB, including SDB New Developments.

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

1.20 "**Material**" specified in Schedule 2, means any materials useful for the development and/or the manufacturing of RDT in the Field owned and/or controlled by SDB, as may be updated and

complemented from time to time by SDB, including with SDB New Developments.

1.21 "**Net Sales**" means, with respect to the Product, the gross amount invoiced on sales by Licensee 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 Licensee without reimbursement from any Third Party, excluding any taxes assessed against the income derived from such sale.

1.21.1 When the Product is included as part of any program based on multiple product offers, the discounts referred to in point a) of this section shall be consistent with the discounts applied by Licensee to the same Customer when the Product is not combined with any other products or services.

1.21.2 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 Licensee charges for such Product, the amount billed will be included in the calculation of Net Sales.

1.21.3 All calculations of Net Sales must be in accordance with GAAP and based on, or valued as if based on, bona fide arms' length transactions and not on any bundled, loss-leading, or other blended or artificial selling or transfer price.

1.21.4 Where Products are transferred or otherwise disposed of without consideration or with nominal consideration including for Sublicensee's internal use, the Net Sales will be calculated based on the fair market price of the Product in the country of such transfer or disposition.

1.22 "**Patent(s) and Patent Application(s)**" means any patents and/or patent applications owned and/or controlled by SDB that are useful or otherwise relevant for the development and/or manufacturing of RDTs.

1.23 "**Patent Rights**" means the Patents and Patent applications listed in Schedule 1 as shall be amended from time to time by SDB, 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.

1.24 "**Product(s)**" means any RDT product which is based on the Licensed Technology.

1.25 "**RDT**" means SDB's rapid diagnostic technology used to detect antigens or antibodies. SDB's RDTs are rapid chromatographic immunoassays for qualitative detection of pathogen-specific antigen(s) and/or antibodies, including but not limited to the standard Q RDT range.

1.26 "**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

1.27 "**Regulatory Approval**" means any approval, registration, licence or authorisation from any authority required for the Development, manufacture or Commercialisation of Product in the Territory.

1.28 "**Reporting Guidance**" means the guidance, issued by the Licensor to the Licensee (as amended

from time to time), to comply with reporting requirements under this Agreement on, inter alia, development timelines, regulatory activities, manufacturing and sales of Product.

1.29 "**SDB New Developments**" has a meaning given to this term in Clause 11.1. of this Agreement.

1.30 "**Semi-Finished Product**" is defined, for the purpose of this Agreement, as the Product including uncut sheet and buffer in bulk.

1.31 "**Territory**" means all countries of the world, except the countries where SDB production plants are located: Brazil, India, Indonesia, Korea, and Panama.

1.32 "**Third Party**" means any entity other than a Party, SDB or an Affiliate of SDB

1.33 "**WHO-PQ**" means WHO pre-qualification programme.

1.34 "**Workplan**" has the meaning set forth in Clause 12 and Schedule 3 of this Agreement.

2. SCOPE OF THE GRANT

2.1 Subject to the terms and conditions of this Agreement, the Licensor hereby grants a non-exclusive, non-transferable licence to the Licensee, under the Licensed Technology to:

(a) Develop, or have developed, the Licensed Technology into Product in the Field in the Territory.

(b) Make, have made, use, Commercialise, export or import the Product exclusively for ultimate use in the Field in the Territory; and

(c) sell the Product outside of the Territory for the sole purpose of supply for use in in the Territory and in the Field.

2.2. For the avoidance of doubt, nothing in this Agreement shall be construed to prevent the Licensee from engaging in activities inside or outside the Territory, where such activities would not (a) infringe the Patent Rights; and (b) use or misappropriate Licensed Know-How.

2.3 The Licensee understands and agrees that SDB reserves the right to make, use, offer to sell, sell and import the Product in the Field worldwide. For the avoidance of doubt, the Licensee is granted a licence unconflicted with any rights granted to Third Parties, established by agreements entered into between SDB and Third-Parties or any Licensee before the Effective Date and all renewals and extensions thereof.

2.4 This Agreement does not grant to the Licensee or any other person any right, title, or interest by implication, estoppel, or otherwise. Without limiting the foregoing, nothing in this Agreement grants by implication, estoppel, or otherwise, any right, title, or interest in, to, or under any patents owned or controlled by SDB or any of its affiliates other than Licensed Technology. The Licensee agrees and understands that all rights, titles, and interests not specifically and expressly granted by the Licensor hereunder are hereby reserved by SDB.

3. ROYALTIES

3.1 Licensee shall pay royalties on Net Sales of the Products directly to SDB on a country-by-country basis starting from the date of the first commercial sale of the Products. Royalties will be paid as described below:

(a) Royalty-free for sales to any LMICs for use in any LMICs;

(b) In HICs 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 Rights in such country.

3.2 Royalties and other sums payable under this Agreement are exclusive of taxes. Licensee will be responsible for all sales, use, excise, and value added taxes, and any other similar taxes, duties, and charges of any kind imposed by any local governmental authority on any amounts payable by the Licensee hereunder, and shall pay all such royalties and other sums payable hereunder free and clear of all deductions and withholdings whatsoever, unless the deduction or withholding is required by law. If any deduction or withholding is required by law, Licensee shall pay to SDB such sum as will, after the deduction or withholding has been made, leave SDB with the same amount as it would have been entitled to receive without any such requirement to make a deduction or withholding.

4. DEVELOPMENT AND REGISTRATION

4.1 As of the Effective Date, the Licensee shall have full control, responsibility (financial and otherwise) and authority over development, registration, importation, manufacture and Commercialisation of the Products to be sold or supplied in the Territory under this Agreement.

4.2 The Licensee shall manufacture Products in a manner consistent with WHO-PQ and the national regulatory authority requirements. national regulatory authority requirements.

4.3 The Licensee shall be solely responsible at its expense for making or meeting all of its respective requirements for the Product in the territory in conformity with all applicable specifications in the Territory.

4.4 The Licensee shall obtain from the relevant authorities in the Territory and maintain in force, as appropriate, all health registration, permissions, consents and regulatory authorisation relating to the importation, manufacture and sale of the Products which are necessary to enable the Products to be sold or supplied in the Territory in accordance with this Agreement.

5. TECHNOLOGY TRANSFER

5.1 Licensor and WHO shall provide support to the Licensee to coordinate and facilitate the transfer of Licensed Know-How in accordance with the Workplan.

5.2 The Licensee acknowledges that SDB shall use reasonable efforts to provide and/or to procure provision to the Licensee, upon the Licensee's request, the Material and Licensed Know-how in accordance with the details set out in Schedule 2 hereto. The Material will be provided at the manufacturing costs plus commercially reasonable mark-up (to be agreed in advance by SDB, the Licensee and WHO) and delivery is Ex Works, the costs of which will be disclosed to Licensor, WHO and the Licensee upon request in advance.

5.3 The Licensee shall cover any travel and out-of-pocket costs of SDB staff required for the transfer of Licensed Technology. The effect on usual business activities of these entities produced by any request under this provision shall be minimised by the Licensee by:

(a) accepting remote (telephone, e-mail, on-line, etc.) assistance where applicable; and

(b) allocating a sufficient and technically capable workforce to knowledge transfer activities and ensuring that its contract manufacturer does the same.

5.4 For the avoidance of doubt, the Licensee acknowledges that all Licensed Technology disclosed to the Licensee hereunder is the Confidential Information of SDB and subject to the confidentiality and non-disclosure obligations under Clause 6. Licensee's use of any documentation, materials, or other information concerning the Licensed Technology provided is subject to the terms and conditions of this Agreement, including the scope of the license granted under this Agreement.

5.5 Licensor and WHO may provide additional support to the Licensee to facilitate Licensee's ability

to absorb the transfer of Licensed Know-How, to be further detailed in the Workplan, as described in Clause 12 and as set forth in Schedule 3.

5.6 The Parties acknowledge that Licensee may enter into a separate business-to-business agreement ("**B2B Agreement**") with SDB to define in greater detail the modalities of the technology transfer from SDB to Licensee. Licensee will ensure that the terms of the B2B Agreement are consistent with the terms of this Agreement, and agrees that in the event of any conflict, the terms of this Agreement will prevail.

6. CONFIDENTIALITY

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

(a) shall not be copied or disclosed in whole or in part by or to Third Parties without having obtained the express written authorisation from the Disclosing Party, except that such written authorisation 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
(v) using the same diligence as that used by the Receiving Party in protecting its own proprietary information;

(b) shall not be used in whole or in part for any purpose other than the execution of this Agreement;

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

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

6.4 Notwithstanding Clause 6.1., 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.

6.5 The Parties agree that a copy of this Agreement may be publicly disclosed on Licensor's and

WHO's HTAP websites. Such disclosure will not constitute a breach of either Party's obligations under this Clause 6.

7. TERM

7.1 This Agreement shall enter into force on the Effective Date. Unless it is terminated before the Effective Date under Clause 14, its duration will continue on a country-by-country basis:

(a) for the countries where exist a Patent Right, which is valid and in force, until the date on which the last Patent Right has expired, lapsed or has been invalidated; or

(b) for the countries without Patent Rights, which is valid and in force, for a term of ten (10) years, (the "**Term**").

8. ASSIGNMENT AND SUBLICENSES

8.1 Licensee shall not assign, transfer, partially or totally by any means, its position in the Agreement in favour of a Third Party. This Agreement, the rights, duties and obligations hereupon granted to or due by Licensee are all personal to the Licensee. The Licensee shall 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 the Licensor, which shall not be unreasonably withheld. The merger, consolidation, or reorganisation of Licensee with one or more Third Parties shall not entitle Licensee to transfer substantially any of the rights granted by this Agreement without the written consent of the Licensor, such consent not to be unreasonably withheld, conditioned or delayed.

8.2 The Licensee shall not sublicence partially or totally by any means, any of its rights under this Agreement.

9. AUDITS AND RECORDS

9.1 At all times the Licensee shall keep, and shall require its Affiliates, Third Party manufacturers, Third Parties making sales on its behalf, to keep complete and accurate records all its sales, transfers, and other disposition of the Product, including records of all the Products manufactured and/or sold under this Agreement, together with the information contemplated by 9.2 and such information of the type and in sufficient detail to determine the calculation of royalties payable under this Agreement.

9.2 The Licensor and SDB shall each have the right (and the Licensee shall procure such right), through a certified public accountant or like person appointed by it, to examine such records during regular business hours during the Term of this Agreement and for six months after its termination or expiry ("Audit"). An Audit shall not take place more often than twice in any calendar year. The expense of any Audit shall be borne by the Party initiating it under this Agreement.

9.3 The Audit may cover among other things, the following:

(a) the accuracy of the manufacturing, sales and royalty statements of the Licensee (and/or its Affiliates), in relation to such manufacture and sales:

(b) the appropriateness of Product imported or manufactured pursuant to this Agreement by reference to what quantities of Product would reasonably be required to meet demand for actual sales made and sales forecasted by the Licensee; and

(c) verification that all sales and other supplies of Product made by the Licensee have been made (i) in the Territory, except for Product made outside the Territory as expressly provided for in this Agreement;

9.4 Within ten (10) Business Days following the end of each Agreement Quarter, the Licensee shall provide the Licensor with a quarterly written report of all Product sold or supplied by the Licensee under this Agreement during such Agreement Quarter. Such account shall be made in accordance with the Reporting Guidance issued by the Licensor and show smallest unit, pack size, gross sales and Net Sales Value in US Dollars on a Product-by-Product, country-by-country, month-by-month and purchaser-by-purchaser basis.

9.5 The Licensee shall further provide, within ten (10) Business Days following the end of each Agreement Quarter, technical reports detailing the progress made towards achieving the milestones defined in the Workplan.

10. SUPPLY AND DISTRIBUTION

10.1 The Licensee shall be solely responsible for providing its own clinical, promotional and commercial infrastructure to support the manufacture and sale of the Products in the Territory.

10.2 The Licensee shall be solely responsible for the distribution in the Territory of all Products to be sold in the Territory under this Agreement.

11. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

11.1 The Licensee understands and agrees that SDB shall own the entire right, title and interest in and to any and all inventions and improvements conceived solely by SDB or on its behalf, by its respective employees and agents after the Effective Date relating to the Licensed Technology ("**SDB New Developments**"), subject to the licence grant set out in Clause 2 hereof.

11.2 The Licensee shall grant to the Licensor a perpetual, irrevocable, worldwide, royalty free, non-exclusive licence to use any Improvements to the Licensed Technology and to the Licensed Know-How ("**Improvements**"). The Licensee shall execute such documents as the Licensor may reasonably require for use and to allow sublicensing within WHO H-TAP program or to further Licensor's mission to increase access to, and facilitate the development of essential health technologies in LMICs.

11.3 Licensee understands and agrees that SDB (or any other authorised Third-Party) shall be responsible for the preparation, filing, prosecution and maintenance of Patent Rights in the Territory and shall cover all associated costs. There will be no obligation for the SDB to maintain the Patent Rights in any country.

12. PROJECT MANAGEMENT

12.1 The Parties and representatives of WHO HTAP shall meet and confer following the Effective Date to agree on a workplan setting out the timelines for obtaining WHO PQ and the required national regulatory approval, successfully manufacturing and commercialising the Product ("**Workplan**"). Once agreed and finalised, the Workplan shall be incorporated in Schedule 3 of this Agreement and constitute an integral part of this Agreement.

12.2 The Licensee shall be bound by the Workplan and comply with the agreed timelines.

12.3 In the event that the Licensee becomes of aware of any delays that will prevent it from meeting the timelines and milestones, set out in the Workplan, it shall notify the Licensor immediately. The Workplan may be amended from time to time with mutual agreement between the Parties.

13. DECLARATIONS AND WARRANTIES

13.1 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 authorised 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

13.2 Neither Party makes any declaration or warranty other than those expressly provided hereunder. SDB

and the Licensor do not make any declaration or warranty regarding the patentability of any patent application included in the Patent Rights or the prospect to extend any Patent Right. SDB does not make any representation or warranty that the use of any of the Patent claims or piece of information or of Licensed Know-how does not infringe any patent or other intellectual or property rights belonging to Third Parties.

13.3 EXCEPT AS EXPRESSLY SET FORTH IN CLAUSE 13.1, SDB AND THE LICENSOR DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, CONCERNING THE VALIDITY, ENFORCEABILITY, AND SCOPE OF THE PATENT RIGHT, INCLUDING ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, AND WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, SDB AND THE LICENSOR WILL HAVE NO LIABILITY WHATSOEVER TO LICENSEESS OR ANY OTHER PERSON FOR OR ON ACCOUNT OF ANY INJURY, LOSS, OR DAMAGE, OF ANY KIND OR NATURE, SUSTAINED BY, OR ANY DAMAGE ASSESSED OR ASSERTED AGAINST, OR ANY OTHER LIABILITY INCURRED BY OR IMPOSED ON SUBSUBLICENSEESS OR ANY OTHER PERSON, ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM (A) THE MANUFACTURE, USE, OFFER FOR SALE, SALE, OR IMPORT OF A LICENSED PRODUCT, OR THE PRACTICE OF THE PATENT RIGHT; OR (B) ANY ADVERTISING OR OTHER PROMOTIONAL ACTIVITIES CONCERNING ANY OF THE FOREGOING.

13.4 TO THE FULLEST EXTENT PERMITTED BY LAW, SDB AND THE LICENSOR WILL NOT BE LIABLE TO SUBLICENSEES OR ANY OTHER PERSON FOR ANY INJURY TO OR LOSS OF GOODWILL, REPUTATION, BUSINESS, PRODUCTION, REVENUES, PROFITS, ANTICIPATED PROFITS, CONTRACTS, OR OPPORTUNITIES (REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES), OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE, OR BREACH OF THIS AGREEMENT), REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR THE PARTY AGAINST WHOM SUCH LIABILITY IS CLAIMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14. TERMINATION

14.1 This Agreement shall be terminated either through expiration of the Term as defined in Clause 7, or where terminated under this Clause 14.

14.2 Any Party shall have the right to terminate the Agreement for a material breach by the other Party, which is not cured within 30 days after receiving a written notice specifying the nature of the breach.

14.3 In the event that the Head Licence is terminated, this Agreement may with SDB's written approval, such consent not to be unreasonably withheld, be converted into a licence between SDB and the Licensee, provided that the Licensee is not in breach of this Agreement. The conversion of this Agreement in a licence between the Licensee and SDB shall be effected through the execution of a novation agreement between the Licensor, the Licensee and SDB, transferring the rights and obligations of the Licensor under the Head Licence to SDB.

15. NOTICES

15.1 Any notice given in connection with this Agreement shall be made in writing and shall be deemed given upon actual receipt by the addressee. Notices may be given by email, effective on the date sent by email followed by prompt confirmation at the following (email) address, or at such other address as the Party may designate:

At SDB:

Attn: General Counsel

ICT-Valley A-Dong 29th, 58-1, Giheung-ro, Giheung-gu, Yongin-si, Gyeonggi-do, Republic of Korea

eunhae-yi@sdbiosensor.com

At MPP:

Attn: General Counsel

rue de Varembé 7, 1202

Geneva Switzerland

+41 (0)22 533 50 50

legal@medicinespatentpool.org

At Licensee:

Attn: Chief Operating Officer

Mary Ogangwu

Ikorodu Road, llupeju,

Lagos, Nigeria

mary.ogangwu@codixgroup.com

16. GOVERNING LAW AND JURISDICTION

16.1 This Agreement shall be interpreted and governed by the laws of England and Wales.

16.2 Any dispute, controversy or claim arising under, out of or relating to this Agreement (including non-contractual claims) and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, shall be referred to and finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules, with arbitration seat elected in London, England and arbitration to be conducted in English.

16.3 The Parties agree that the burden of the arbitration fee including, but not limited to the attorney's fee shall be decided by the arbitrators.

16.4 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.

17. MISCELLANEOUS

17.1 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.

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

17.3 This Agreement does not authorise 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.

17.4 SDB and/or its Affiliates shall be considered a third-party beneficiary to this Agreement and shall have the right to enforce and rely on the terms of this Agreement. The rights of the Licensor under this Agreement

shall be enforceable by SDB to the same extent as for the Licensor and the Licensor shall exercise such rights on behalf of SDB, if so requested by SDB. No other Third-Party rights are granted under this Agreement whether expressly, impliedly or through the application of the Contracts (Rights of Third Parties) Act 1999 or any other law.

17.5 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 a 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 to the extent permitted by the law.

17.6 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.

17.7 Clauses 14.3, and 17 shall survive the expiry or termination of this Agreement.

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

ON BEHALF OF THE MEDICINES PATENT POOL

Signature: DocuSigned by: Charles Gore 4713D0F59C13482...

Name: Charles Gore

Title: Executive Director

Date: 06/05/2025

ON BEHALF OF CODIX BIO LIMITED

Signature: Signed by: Mary Ogangwu 1A5048465C17420...

Name: Mary Ogangwu

Title: Chief Operating Officer

Date: 06/05/2025

Schedule 1: The Licensed Patents

No.	Patent(Utility model) application No.	Title	Date of Patent application
1	PCT/KR2021/012963	진단 키트 트레이 (Diagnostic kit tray)	2021-09-23
2	EP 21872908.5	Diagnostic kit tray	2023-02-10
3	US 18/042,432	Diagnostic kit tray	2023-02-21

Schedule 2: Licensed Know-how and Materials

(a) Materials:

Phase 1: SDB supplies the Licensee with only individually packed and sealed device in a pouch and individually packed extraction buffer. Other packing materials required to produce a Finished Product are procured by the Licensee.

Phase 2: SDB supplies the Licensee with only: Semi-Finished Product. Other raw materials and packing materials required to produce the Finished Product are procured by the Licensee.

Phase 3: Depending on the level of readiness of the Licensee to commence full manufacture, SDB will supply the Sublicensee with either the Materials specified in Option A, or with Materials specified in Option B as follows:

Option A) SDB supplies the Licensee with antigen, antibody, and bulk buffer for dispensing. Other raw materials and packing materials required to produce both the Semi-Finished Product and Finished Product, are procured by the Licensee.

Option B) SDB supplies the Licensee with antigen, antibody only. Other raw materials and packing materials required to produce both the Semi-Finished Product and Finished Product, are procured by the Licensee.

(b) Licensed Know-how:

Transfer of the Licensed Know-how will consist of the following items:

- **Technical support**:

  Plant visits and training: training of Licensee technical engineers, at, as the case may be, the Licensee's facilities or SDB's facilities that are developing or using the licensed process and/or making and selling the Product.

  Direct assistance: qualified and experienced professional from or on behalf of SDB to advise the Licensee on the use of Licensed Know-how for manufacture of the Products.

  Consultation: Licensee shall have the right to contact SDB by mail or telephone through representatives appointed by each party in relation to the use of Licensed Know-how, including without limitation for any quality and regulatory questions.

- **Timeline**: each transfer shall be performed in accordance with the duration for each phase below.
- **Duration for each phase:**
  - Phase 1: 2 years from first commercial production of phase 1
  - Phase 2: From the end of Phase 1 until the date when the local manufacturer – the Sublicensee demonstrates compliance with the quality management system criteria as set out in SDB's quality policy in order to meet SDB's quality objectives.
  - Phase 3: For the reminder of the duration of the agreement.

Schedule 3: Workplan

[TBD]