MANUFACTURING AND SUPPLY AGREEMENT

BETWEEN

PFIZER AG

AND

Swiss Confederation, represented by the Federal Office of Public Health and the Swiss Armed Forces Pharmacy

DATED AS OF

1 December 2020

[redacted]

MANUFACTURING AND SUPPLY AGREEMENT

THIS MANUFACTURING AND SUPPLY AGREEMENT dated as of 1 December 2020 (the "**Effective Date**") is made by and between PFIZER AG, with offices at Schärenmoosstrasse 99, 8052 Zurich, Switzerland (hereinafter "**Pfizer**") and Swiss Confederation, represented by the Federal Office of Public Health and the Swiss Armed Forces Pharmacy (hereinafter "**Purchaser**"). Purchaser and Pfizer may be referred to herein individually as a "**Party**" or collectively as the "**Parties**".

WHEREAS, Pfizer Inc. ("**Pfizer US**") and BioNTech SE, a company organized and existing under the laws of Germany ("**BioNTech**"), are collaborating to develop a vaccine to address the global COVID-19 pandemic;

WHEREAS, subject to clinical success, Pfizer US and BioNTech shall be responsible for all requirements of the processes of approval of the clinical trials and the marketing authorization of the Product;

WHEREAS, Purchaser desires to purchase the Product for use in Switzerland, and subject to clinical success and regulatory approval, Pfizer desires to manufacture and supply such Product to Purchaser; and

WHEREAS, the Parties are willing to carry out the foregoing pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of these premises and the covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged and agreed, and intending to be legally bound thereby, the Parties hereby agree as follows:

1. DEFINITIONS.

As used in this Agreement, the following terms shall have the meanings set forth below.

1.1 "**Adjusted Delivery Schedule**" shall have the meaning set forth in Section 2.4(f).

1.2 "**Advance Payment**" shall have the meaning set forth in Section 3.2(a).

1.3 "**Affiliate(s)**" means, with respect to each Party (or BioNTech where relevant), any corporation, firm, partnership or other entity or Person which directly or indirectly controls or is controlled by or is under common control with the named Party or BioNTech. For purposes of this definition, "control" (including, with correlative meaning, the terms "controlled by" and "under common control with") shall be presumed to exist if one of the following conditions is met: (a) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) of the stock or shares having the right to vote for the election of directors of Pfizer or BioNTech or any direct or indirect parent of Pfizer or BioNTech, and (b) in the case of non-corporate entities, direct or indirect ownership of at

[redacted]

least fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities.

1.4 "**Agreement**" means this Manufacturing and Supply Agreement and all Attachments hereto as the same may be amended, amended and restated, supplemented or otherwise replaced from time to time.

1.5 "**Allocation**" shall have the meaning set forth in Section 2.5(a).

1.6 "**Authorization**" means the Conditional Approval or Marketing Authorization.

1.7 "**BioNTech**" shall have the meaning set forth in the recitals.

1.8 "**Binding Head of Terms**" means the binding term sheet entered into by and between the Parties (signed between 5 – 13th October 2020).

1.9 "**Business Day**" means any day other than Saturday, Sunday or a public holiday in New York, New York (United States of America) or Zurich, canton of Zurich (Switzerland).

1.10 "**Commercially Reasonable Efforts**" means with respect to the efforts to be expended by Pfizer to achieve the relevant objective, [redacted]

1.11 "**Conditional Approval**" means a conditional marketing authorization for the Product granted by the Swiss Agency for Therapeutic Products ("**Swissmedic**"), that allows the Product to be placed on the market in Switzerland

1.12 "**Confidential Information**" means all confidential or proprietary information, other than Exempt Information, in any form, directly or indirectly disclosed to Recipient or its Representatives by or on behalf of the Disclosing Party pursuant to this Agreement, regardless of the manner in which such information is disclosed, delivered, furnished, learned, or observed, either marked "Confidential" or, if oral, declared to be confidential when disclosed and confirmed in writing within thirty (30) days of disclosure. Confidential Information includes, without limitation, the terms and conditions of this Agreement. Failure to mark Confidential Information disclosed in writing hereunder as "Confidential" shall not cause the information to be considered non-confidential, with the burden on the Disclosing Party to prove such information clearly should have been known by a reasonable person with expertise on the subject matter, based on the nature of the

[redacted]

information and the circumstances of its disclosure, to be Confidential Information, provided that the Disclosing Party has otherwise made good faith efforts to clearly mark Confidential Information as such.

1.13 "**Contracted Doses**" shall have the meaning set forth in Section 2.3(a).

1.14 "**Current Good Manufacturing Practices**" or "**cGMP**" means applicable Good Manufacturing Practices as specified in the Ordinance on Licensing in the Medicinal Products Sector, Annex 1 ("MPLO"; SR 812.212.1) , and any successor legislation from time to time, prevailing at the time of the manufacture of the Product.

1.15 "**Delivery Price**" shall have the meaning set forth in Section 3.2(c).

1.16 "**Delivery Schedule**" shall have the meaning set forth in Section 2.4(d).

1.17 "**Delivery Specifications**" shall have the meaning set forth in Section 2.4(d).

1.18 "**Disclosing Party**" means the Party or any of its Affiliates that discloses, or causes to be disclosed, Confidential Information to the other Party or any of its Affiliates.

1.19 "**Effective Date**" shall have the meaning set forth in the preamble.

1.20 "**Exempt Information**" means information that: (a) the Recipient or any of its Representatives lawfully possessed, as demonstrated by competent proof, before the Disclosing Party disclosed such information under this Agreement; or (b) was already generally available and in the public domain at the time of disclosure, or becomes public (other than as a result of breach of this Agreement by the Recipient or its Representatives); (c) the Recipient or any of its Representatives lawfully obtains from a Person not in breach of any confidentiality obligation (or other prohibition from disclosing the information) to the Disclosing Party with respect to such information (and Recipient has made reasonable enquiry with respect thereto); or (d) the Recipient evidences to the reasonable satisfaction of the Disclosing Party is independently developed by or on behalf of the Recipient or its Representatives without the use of, reference to, aid from, or reliance on, the Confidential Information. In clarification of the foregoing, a general disclosure in the public domain will not cause more specific (but related) information to be deemed Exempt Information under one of the above exceptions; similarly, a combination of several pieces of information, which individually would be deemed Exempt Information, will not be deemed Exempt Information unless the combination itself is in the public domain, independently developed by the Recipient or its Representatives or otherwise lawfully in the possession of the Recipient or any of its Representatives.

1.21 "**Facilities**" means [redacted] manufacturing sites in [redacted]

[redacted]

1.22 "**Force Majeure Event**" shall have the meaning set forth in Section 12.8.

1.23 "**Forms**" shall have the meaning set forth in Section 12.12.

1.24 "**Government**" means all levels and subdivisions of government (i.e., local, regional, national, provincial, federal, administrative, legislative, or executive) of Switzerland.

1.25 "**ICC**" shall have the meaning set forth in Section 12.2.

1.26 "**Indemnified Claims**" shall have the meaning set forth in Section 8.2.

1.27 "**Indemnitee**" shall have the meaning set forth in Section 8.1.

1.28 "**Intellectual Property**" means (a) any processes, trade secrets, inventions, industrial models, designs, methodologies, drawings, discoveries, result, materials, formulae, procedures, techniques, clinical data or technical or other information or data, manufacturing, engineering and technical drawings, including proprietary rights in any of the foregoing, and (b) registered trademarks, trade mark applications, unregistered marks, trade dress, copyrights, know-how, patents, patent applications, and any and all provisionals, divisions, continuations, continuations in part, extensions, substitutions, renewals, registrations, revalidations, reissues or additions, including certificates of supplementary protection, of or to any of the aforesaid patents and patent applications, and all foreign counterparts of any, or to any, of the aforesaid patents and patent applications.

1.29 "**Labelling and Packaging Specifications**" shall have the meaning set forth in Section 2.4(e).

1.30 "**Latent Defect**" means a defect causing the Product to not conform to the applicable Specifications that Purchaser can show was present at the time of delivery of the Product and which could not have been detected by Purchaser, its designee, or their Personnel at delivery through diligent inspection.

1.31 "**Law/s**" means, collectively, all applicable national and local laws, common laws, statutes, ordinances, codes, rules, regulations, orders, decrees or other pronouncements of any Government, administrative or judicial authority having the effect of law.

1.32 "**Losses**" shall have the meaning set forth in Section 8.1.

1.33 "**Marketing Authorization**" means the marketing authorization, or such other permission having similar effect (other than Conditional Approval), in respect of the Product granted, amended or varied by Swissmedic from time to time, that allows the Product to be placed on the market in Switzerland according to applicable Law.

1.34 "**Non-Complying Product**" shall have the meaning set forth in Section 4.4(a).

1.35 "**Party**" or "**Parties**" shall have the meaning set forth in the preamble.

[redacted]

1.36 "**Person**" means any natural person, entity, corporation, general partnership, limited partnership, limited liability partnership, joint venture or similar entity or organization, joint stock company, proprietorship, other business organization, trust, union, association or Government.

1.37 "**Personnel**" means all Affiliates, subcontractors, or other third parties, and employees and agents of each of them, used by either Party in the performance of services or obligations or in connection with this Agreement.

1.38 "**Pfizer**" shall have the meaning set forth in the preamble.

1.39 "**Pfizer US**" shall have the meaning set forth in the preamble.

1.40 "**Price**" shall have the meaning set forth in Section 3.1.

1.41 "**Privileges and Immunities**" [redacted]

1.42 "**Product**" means all vaccines manufactured, in whole or in part, or supplied, directly or indirectly, by or on behalf of Pfizer or BioNTech or any of their Affiliates pursuant to this Agreement that are intended for the prevention of the human disease COVID-19 or any other human disease, in each case which is caused by any of the virus SARS-CoV-2, and/or any or all related strains, mutations, modifications or derivatives of the foregoing.

1.43 "**Product Materials**" means all packaging materials and components needed for delivery of the Product.

1.44 "**Purchase Order**" means a written or electronic order form submitted by Purchaser to Pfizer in accordance with the terms of this Agreement authorizing the manufacture and supply of the Product, in substantially the form attached as Attachment G (as may be updated from time to time by Pfizer upon notice to Purchaser).

1.45 "**Purchaser**" shall have the meaning set forth in the preamble.

1.46 "**Recipient**" means the Party who receives Confidential Information from the other Party.

1.47 "**Records**" means books, documents, and other data, of all matters relating to performance of obligations under this Agreement.

1.48 "**Representatives**" means, with respect to Recipient, its Affiliates and its and their respective directors, officers, and employees, agents, contractors, consultants, advisors and representatives who (a) are subject to an obligation of confidentiality protecting the Confidential Information on terms no less restrictive than those contained in this

[redacted]

Agreement; and (b) have a need to know the Confidential Information in connection with this Agreement.

1.49 "**Specifications**" means the material specifications for the manufacture, processing, packaging, labeling, testing and testing procedures, shipping, storage and supply of the Product as will be set out in Attachment A following the Effective Date (and in any event before supply in accordance with the agreed Delivery Schedule), and as such specifications may be amended, supplemented or otherwise modified by Pfizer and communicated to Purchaser.

1.50 "**Taxes**" shall have the meaning set forth in Section 3.4.

1.51 "**Term**", with respect to this Agreement, shall have the meaning set forth in Section 6.1.

1.52 "**Third Party Beneficiary**" or "**Third Party Beneficiaries**" shall have the meaning set forth in Section 12.5 .

1.53 "**USD**" means the lawful currency of the United States of America.

1.54 "**Vaccine**" shall include (a) all vaccines manufactured, in whole or in part, or supplied, directly or indirectly, by or on behalf of Pfizer or BioNTech or any of their Affiliates pursuant to this Agreement that are intended for the prevention of the human disease COVID-19 or any other human disease, in each case which is caused by any of the virus SARS-CoV-2, and/or any or all related strains, mutations, modifications or derivatives of the foregoing, (b) any device, technology, or product used in the administration of or to enhance the use or effect of, such vaccine, or (c) any component or constituent material of (a) or (b).

1.55 "**VAT**" means Value Added Tax.

Except where the context expressly requires otherwise, (a) the use of any gender herein shall be deemed to encompass references to either or both genders, and the use of the singular shall be deemed to include the plural (and vice versa), (b) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", (c) the word "will" shall be construed to have the same meaning and effect as the word "shall", (d) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (e) any reference herein to any person shall be construed to include the person's successors and assigns, (f) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (g) all references herein to Sections or Attachments shall be construed to refer to Sections or Attachments of this Agreement, and references to this Agreement include all Attachments hereto, (h) the word "notice" means notice in writing (whether or not specifically stated) and shall include notices, consents, approvals and other written

[redacted]

communications contemplated under this Agreement, (i) references to any specific law, rule or regulation, or article, section or other division thereof, shall be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof and (j) the term "or" shall be interpreted in the inclusive sense commonly associated with the term "and/or".

2. **SUPPLY OF PRODUCT**.

2.1 Agreement to Supply.

(a) During the Term, Pfizer shall use Commercially Reasonable Efforts to supply or have supplied the Product to Purchaser, and Purchaser shall purchase the Product, subject to and in accordance with the terms and conditions of this Agreement.

(b) Purchaser acknowledges and agrees that (i) Pfizer's efforts to develop and manufacture the Product are aspirational in nature and subject to significant risks and uncertainties, and (ii) the fact that any other drug or vaccine to prevent, treat or cure COVID-19 infection is successfully developed or granted authorization earlier than the granting of Authorization for the Product shall not change the current situation of urgent need for prevention of the spread of the COVID-19 infection that poses serious threats to and harmful effects on the lives and health of the general public.

(c) Notwithstanding the efforts and any estimated dates set forth in the Delivery Schedule, the Parties recognize that the Product is currently in Phase 2b/3 clinical trials and that, despite the efforts of Pfizer in research, and development and manufacturing, the Product may not be successful due to technical, clinical, regulatory, manufacturing, shipping, storage, or other challenges or failures.

(d) Accordingly, Pfizer and its Affiliates shall have no liability for any failure by Pfizer or its Affiliates to develop or obtain Authorization of the Product in accordance with the estimated dates described in this Agreement Even if the Product is successfully developed and obtains Authorization, Pfizer shall have no liability for any failure to deliver doses in accordance with any estimated delivery dates set forth herein (other than as set out in Section 2.4 of this Agreement), [redacted]

(e) Pfizer shall keep Purchaser apprised of the progress of the material development of the Product and shall provide Purchaser with such information regarding that development as Purchaser reasonably requests.

2.2 Capacity.

Pfizer shall use Commercially Reasonable Efforts to utilize existing capacity or build manufacturing capacity to be capable of manufacturing and supplying the Product to

[redacted]

Purchaser in accordance with the provisions of this Agreement.

2.3 Purchase Orders.

(a) Following the Effective Date, [redacted] Business Days after receipt of Pfizer's draft, Purchaser shall submit to Pfizer a legally binding and irrevocable Purchaser Order for a total of three million (3,000,000) doses ("**Contracted Doses**") of the Product.

(b) The Purchase Order shall be provided together with Purchaser's order number, VAT number, and invoice address. [redacted] Business Day following its receipt, Pfizer shall accept the Purchase Order conforming to the terms set forth in this Agreement in writing, and the confirmed Purchase Order shall be binding upon the Parties and subject to the terms and conditions set out in this Agreement.

2.4 Delivery Schedule.

(a) Pfizer shall deliver the Product [redacted]

(b) The Parties shall reasonably agree, in writing, to the delivery location(s) (including number of locations) for delivery of shipments of Product as soon as reasonably practicable following the Effective Date; provided that: (i) each location meets the requirements set forth in Attachment D, (ii) all agreed upon locations shall be communicated in writing by Purchaser [redacted] weeks prior to the first shipment of the Product to that delivery location, noting that Pfizer will look to expedite this timescale where it can do so, (iii) delivery location is serviced by a contracted transportation carrier of Pfizer and (iv) each location is an authorized location to receive the Product, evidence of which shall be presented to Pfizer on Purchaser's official letterhead, or other official format acceptable to Pfizer, and Purchaser shall provide any additional information, as requested by Pfizer in advance of delivery, to verify such authorization. Pfizer shall have the ability, acting reasonably, to restrict the number of delivery locations where deliveries of Product shall be made.

(c) All deliveries of Product shall have a minimum volume of [redacted]

(d) Pfizer may deliver the Product by separate installments and shall use Commercially Reasonable Efforts to meet the estimated delivery schedule set out in Attachment B (the "**Delivery Schedule**") and as adjusted in accordance with this Agreement, provided that no Product shall be shipped until Authorization is received. All deliveries shall be accompanied by the documentation specified in Attachment C (which may be updated from time to time by Pfizer upon notice to Purchaser), and shall be in accordance with, and subject to, the delivery specifications to be set forth in Attachment D (which shall be populated following the Effective Date, but in any event before supply in line with the relevant estimated Delivery Schedule, and as

[redacted]

may be updated from time to time by Pfizer upon notice to Purchaser) ("**Delivery Specifications**").

(e) The Product shall be labelled and packaged in accordance with the packaging specifications to be set forth in Attachment E (which shall be populated following the Effective Date, but in any event before supply in line with the relevant estimated Delivery Schedule, and as may be updated from time to time by Pfizer upon notice to Purchaser) ("**Labelling and Packaging Specifications**").

(f) The estimates in the Delivery Schedule have been agreed on the basis that an Authorization is granted [redacted]

(g) [redacted]

2.5 Product Shortages.

(a) [redacted]

(b) Other than as stated in [redacted] Purchaser hereby waives all rights and remedies that it may have at Law, in equity or otherwise, arising from or relating to: (i) any failure by Pfizer to develop or obtain Authorization of the Product in accordance with the estimated

[redacted]

dates described in this Agreement; or (ii) any failure by Pfizer to deliver the Contracted Doses in accordance with the Delivery Schedule (including the Adjusted Delivery Schedule). . [redacted]

2.6 Delivery Delays.

Under no circumstances will Pfizer be subject to or liable for any late delivery penalties.

2.7 Product Handling.

(a) Pfizer shall manufacture the Product in accordance with material Specifications and cGMP.

(b) Upon delivery of Product to Purchaser, Purchaser shall store and handle the Product in the manner set forth in the Specifications, the instructions in Attachment D and the instructions provided by Pfizer to ensure stability and integrity of the Product.

(c) For the avoidance of doubt, Purchaser shall bear all expenses for use of the Product upon transfer from Pfizer at the agreed upon location at a port or in Switzerland, including, but not limited to, those for storage of the Product.

(d) Purchaser shall be solely responsible and liable for the proper storage, handling, distribution, transportation, administration, use and disposal of the Product in Switzerland following delivery of the Product to Purchaser or its designee. Without prejudice to the generality of the foregoing, Purchaser shall ensure that: (a) recipients of the Product shall follow the return and disposal instructions in Attachment F (which may be updated from time to time by Pfizer upon notice to Purchaser) when disposing of open and unused Product and its packaging components; and (b) such return and disposal complies with Laws regarding pharmaceutical waste, medical waste, or hazardous waste, as appropriate. The consequences of failure to comply with the requirements of Attachment F are set out therein.

(e) Purchaser shall be responsible for and shall ensure that any equipment used to deliver the Product, for example the shipper(s) and monitoring device(s), are stored in an appropriate clean and secure location to protect and maintain the functionality of such equipment (in controlled conditions, with no exposure to weather or pests, etc). [redacted] subject to Section 4.4(b), Purchaser shall organize safe return of all such equipment, including the shipper and monitoring device, in accordance with Pfizer's instructions.

[redacted]

(f) Pfizer may provide Safety Data Sheets and other information to Purchaser to assist Purchaser to develop processes and procedures, including training, to handle the Product and Product Materials in a safe manner and in compliance with Laws, including occupational health and safety Laws. Purchaser represents and warrants that Purchaser has and shall ensure that all recipients of the Product and Product Materials have the requisite expertise to develop and implement appropriate procedures and training programs to enable proper handling of the Product and Product Materials in a safe and lawful manner.

2.8 Title to Product, Risk of Loss.

[redacted]

2.9 Liechtenstein

[redacted]

Purchaser may donate or re-sell some of the Contracted Doses to the Principality of Liechtenstein ("**Liechtenstein**").

[redacted]

[redacted]

[redacted]

3. **PRICE AND PAYMENT**.

3.1 Purchase Price.

Purchaser shall purchase the Product from Pfizer at the price per dose set out in Attachment B, excluding VAT (the "**Price**") and in accordance with the terms of this Agreement. [redacted] The Price shall be firm for the Term.

3.2 Invoices and Payment.

(a) [redacted] Purchaser shall pay an upfront of [redacted] days upon signing of this agreement between the Parties (the "**Advance Payment**"). The Advance Payment is deemed a reservation fee for the reservation of the Contracted Doses [redacted]

(b) [redacted]

[redacted]

[redacted]

(c) [redacted]

(d) Invoices shall be provided electronically in accordance with the requirements of the Swiss federal administration applicable to e-bills and PDF invoices via e-mail, as available at https://www.e-rechnung.admin.ch/e/index.php. Pfizer shall include the following information on all invoices: the Purchase Order number and billing address; and shall also include, where applicable, the type description, part number (if any) and number of Contracted Doses delivered; the delivery date; the actual date of shipment; the Price; any applicable taxes or other charges provided for in the Purchase Order; and the ship-to destination.

3.3 Method of Payment.

(a) Purchaser shall pay all undisputed (in good faith) amounts due in CHF within [redacted] days from the date of the invoice. Payment shall be remitted by wire transfer in immediately available funds to a bank and account designated by Pfizer. Any payment which falls due on a date which is not a Business Day may be made on the next succeeding Business Day. Any dispute by Purchaser of an invoice shall be provided to Pfizer in writing (along with substantiating documentation and a reasonably detailed description of the dispute) within [redacted] days from the date of such invoice. Purchaser will be deemed to have accepted all invoices for which Pfizer does not receive timely notification of disputes, and shall pay all undisputed amounts due under such invoices within the period set forth in this Section 3.3(a). The Parties shall seek to resolve all such disputes expeditiously and in good faith.

(b) Any amount required to be paid by a Party hereunder which is not paid on the date due shall bear interest, to the extent permitted by law, [redacted] Such interest shall be computed on the basis of a year of three hundred sixty five (365) days for the actual number of days payment is delinquent. In addition to all other remedies available under this Agreement or at Law, if Purchaser fails to pay any undisputed amounts when due under this Agreement and does not remedy such omission within [redacted] days after receipt of a written notice from Pfizer, Pfizer may suspend the delivery of the Product until full payment of any such undisputed amounts is made.

[redacted]

(c) Purchaser shall not, and acknowledges that it will have no right, under this Agreement, any Purchase Order, any other agreement, document or Law, to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Pfizer, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Pfizer or a Pfizer's Affiliate.

3.4 Taxes.

It is understood and agreed between the Parties that any payments made and other consideration provided under this Agreement are exclusive of any VAT or similar tax and all other taxes which are incurred as a result of manufacturing and supplying the Product (including custom duties, levies and charges and all local taxes) ("**Taxes**"), which shall be added thereon as applicable. Where Taxes are properly chargeable on a payment made or consideration provided under this Agreement, the Party making the payment or providing the consideration will pay the amount of Taxes in accordance with the laws and regulations of the country in which the Taxes are chargeable.

[redacted]

4. **MANUFACTURING STANDARDS AND QUALITY ASSURANCE**.

4.1 Manufacturing Standards.

The Specifications may be revised through written notification by Pfizer to Purchaser to conform to the Authorization or changes to the manufacturing or distribution of the Product.

4.2 Legal and Regulatory Filings and Requests.

(a) Pfizer shall (a) comply with all regulatory or government licenses and permits, and (b) comply with all cGMP with respect to its manufacturing and packaging processes, the Facilities or otherwise, to permit the performance of its obligations hereunder. [redacted]

(b) Pfizer shall ensure that all Product is properly labelled and packaged (possibly with a Pfizer label) in accordance with the Specifications and material cGMP

[redacted]

(c) Prior to delivery, Pfizer shall comply with all conditions (in the relevant timescales) set out in the Authorization [redacted] In the event that a third party is the applicant or holder of the Authorization, any obligation on Pfizer under this Agreement shall be taken as a requirement on Pfizer to use Commercially Reasonable Efforts to procure the compliance of such third party Authorization applicant or holder with such obligations to the extent necessary to ensure the relevant obligation is fully met.

4.3 Quality Tests and Checks.

[redacted]

4.4 Rejection of Product; Disposal of Rejected Shipments.

(a) Purchaser must visually inspect the Product within 24 hours of delivery. Purchaser may reject any Product that does not materially conform to Specifications or cGMP ("**Non-Complying Product**") by providing written notice of rejection to Pfizer and setting out in reasonable detail reasons for such rejection: (i) as soon as possible [redacted] hours from delivery of such Non-Complying Product to Purchaser for any non Latent Defects; or (ii) as soon as possible [redacted] Business Days upon its first knowledge of a Latent Defect. Pfizer shall respond to any rejection and notice of Non-Complying Product from Purchaser in a timely manner. For clarity, Purchaser shall not be entitled to reject any Product based on service complaints unless a Product does not conform to Specifications or cGMP.

(b) [redacted]

[redacted]

[redacted]

(c) [redacted]

(d) [redacted]

4.5 Maintenance and Retention of Records.

(a) Each Party shall maintain detailed Records with respect to its activities under this Agreement as required by Laws.

(b) Purchaser will ensure there is a quality system in place for receipt, inspection, storage, traceability to further delivery points, and recall activities to be undertaken pursuant to this Agreement

4.6 Diversion Issues.

All Product delivered to Purchaser shall be: (a) stored securely by Purchaser; and (b) distributed by Purchaser only in Switzerland in a secure manner appropriate to the transportation route and destination, in each case (a) and (b) to guard against and deter theft, diversion, tampering, substitution (with, for example, counterfeits) resale or export out of Switzerland, and to protect and preserve the integrity and efficacy of the Product. Purchaser shall promptly notify Pfizer in writing within 48 hours if at any time Purchaser believes that any of the Product has been stolen, diverted, tampered with, substituted, or otherwise subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Pfizer. The notice shall provide all information relating to the Product diversion, including, but not limited to, detailed

[redacted]

information including the date, time, location, number, batch number(s), expiration date, circumstances, and contact person(s) information.

4.7 Recalls.

[redacted]

5. REPRESENTATIONS & WARRANTIES.

5.1 Mutual Representations and Warranties. Pfizer and Purchaser each represents and warrants to each other the following:

(a) Organization and Authority. It has full right, power and authority to enter into this Agreement and to perform its respective obligations under this Agreement, including, in the case of Purchaser, that all necessary authorizations and approvals have been obtained by Purchaser to authorize its performance of all of its obligations contained herein, and that Purchaser has the authority to bind the State of Switzerland;

(b) No Conflicts or Violations. The execution and delivery of this Agreement by such Party and the performance of such Party's obligations hereunder (i) do not conflict with or violate any Laws existing as of the Effective Date and applicable to such Party and (ii) do not conflict with, violate, breach or constitute a default under, and are not prohibited or materially restricted by, any contractual obligations of such Party existing as of the Effective Date; and

(c) Valid Execution. Such Party is duly authorized to execute and deliver this Agreement, and the Person executing this Agreement on behalf of such Party is duly authorized to execute and bind such Party to the terms set forth herein.

5.2 Warranties of Pfizer.

Pfizer warrants to Purchaser that:

(a) At the time of delivery, the Product [redacted]

(i) complies with the relevant Specifications; and

[redacted]

[redacted]

(b) [redacted]

(c) [redacted]

5.3 Anti-Bribery/Anti-Corruption and Global Trade Controls.

(a) The Parties represent and warrant that, beyond the mutual consideration set forth in this Agreement, neither they nor their agents have provided or requested, or will provide or request, any additional incentive or benefit to or from the other Party or its agents to induce either Party to enter this Agreement or perform any part of this Agreement.

(b) Pfizer has not made, and will not make, in the performance of this Agreement directly or indirectly any payment, offer, promise, or authorization of payment of money or anything of value to a Government official, political party, candidate for political office, or any other Person, and has not sought and will not seek improperly or corruptly to influence any Government official, political party, candidate for political office, or any other Person, in order to gain an improper business advantage.

(c) The Parties will comply with applicable economic sanctions, import, and export control laws, regulations, and orders in the performance of this Agreement.

(d) Activities performed under this Agreement will not involve Restricted Parties (defined as the list of sanctioned parties maintained by the United Nations; the Specially Designated Nationals List and the Sectoral Sanctions Identifications List, as administered by the U.S. Department of the Treasury Office of Foreign Assets Control; the U.S. Denied Persons List, the U.S. Entity List, and the U.S. Unverified List, all administered by the U.S. Department of Commerce; the entities subject to restrictive measures and the Consolidated List of Persons, Groups and Entities Subject to E.U. Financial Sanctions, as implemented by the E.U. Common Foreign & Security Policy; and similar lists of restricted parties maintained by relevant governmental entities).

(e) Notwithstanding any other provision of this Agreement, Pfizer shall not be required to take or refrain from taking any action prohibited or penalized under the laws of the United States or any applicable non-United States jurisdiction, including, without limitation, the antiboycott laws administered by the U.S. Commerce and Treasury Departments.

[redacted]

5.4 No Other Warranty.

Except to the extent set out expressly in this Agreement, all conditions, warranties or other terms which might have effect between the Parties or be implied or incorporated into this Agreement (whether by statute, common law or otherwise) are hereby excluded to the fullest extent permitted by Laws. Without prejudice to the general nature of the previous sentence, unless this Agreement specifically states otherwise and to the maximum extent permitted by Law, Pfizer expressly disclaims any representations or warranties with respect to the Product, including, but not limited to, any warranties or undertaking as to (a) non-infringement of Intellectual Property rights of a third party, (b) that there is no requirement to obtain a license of third party Intellectual Property rights to enable the use or receipt of the Product, (c) merchantability, or (d) fitness for a particular purpose.

5.5 Purchaser Acknowledgement.

Purchaser acknowledges that the Product and materials related to the Product, and their components and constituent materials are being rapidly developed due to the emergency circumstances of the COVID-19 pandemic and will continue to be studied after provision of the Product to Purchaser under this Agreement. Purchaser further acknowledges that the long-term effects and efficacy of the Product are not currently known and that there may be adverse effects of the Product that are not currently known. Further, to the extent applicable, Purchaser acknowledges that the Product shall not be serialized.

6. TERM; TERMINATION.

6.1 Term of Agreement.

This Agreement shall commence on the Effective Date and shall continue until delivery of the Contracted Doses of the Product under the accepted Purchase Order, unless extended or terminated pursuant to this Section 6 (Term; Termination) or the mutual written agreement of the Parties ("**Term**").

6.2 Termination for Cause.

Either Party may terminate this Agreement immediately upon written notice to the other Party in the event of a material breach by the other Party of any term of this Agreement, which breach remains uncured for thirty (30) days following written notice to such breaching Party of such material breach. Notwithstanding the foregoing, if such material breach, by its nature, cannot be cured, the non-breaching Party may terminate this Agreement immediately upon written notice to the breaching Party. [redacted]

6.3 Mutual Termination Rights.

[redacted]

In the event:

[redacted]

6.4 Termination in Event of Insolvency.

In the event that Pfizer: (a) becomes insolvent, or institutes or has instituted against it a petition for bankruptcy or is adjudicated bankrupt; or (b) executes a bill of sale, deed of trust, or a general assignment for the benefit of creditors; or (c) is dissolved or transfers a substantial portion of its assets to a third party (excluding any of Pfizer's Affiliates); or (d) has a receiver appointed for the benefit of its creditors, or has a receiver appointed on account of insolvency; then Pfizer shall immediately notify Purchaser of such event and Purchaser shall be entitled to terminate this Agreement.

6.5 Effect of Termination.

(a) Upon expiry or termination of this Agreement for any reason:

(i) Purchaser shall pay any sums owed to Pfizer pursuant to this Agreement within [redacted] days of the date of invoice for the same; and

(ii) each Party shall use Commercially Reasonable Efforts to mitigate both (1) the damages that would otherwise be recoverable from the other pursuant to this Agreement, and (2) any costs, fees, expenses or losses that may be incurred by a Party, or for which a Party may be responsible, under this Agreement, by taking appropriate and reasonable actions to reduce or limit the amount of such damages, costs, fees, expenses or losses.

(b) The termination or expiration of this Agreement shall not affect the survival and continuing validity of Sections 1, 2.1(d), 2.5(b), 2.6 to 2.9 (inclusive), 3, 4.5 to 4.7 (inclusive), 5.4, 5.5, 6.5, 7-12 (inclusive) and Attachment F or of any other

[redacted]

provision which is expressly or by implication intended to continue in force after such termination or expiration.

(c) Expiry or termination of this Agreement for any reason shall be without prejudice to either Party's other rights and remedies or to any accrued rights and liabilities as the date of such expiry or termination; provided that (i) Pfizer shall have no liability for any failure by Pfizer to develop or obtain Authorization of the Product in accordance with the estimated dates described in this Agreement other than Purchaser's refund rights stated in Section 6.3 and (ii) even if the Product is successfully developed and Pfizer obtains Authorization, Pfizer shall have no liability for any failure to deliver Contracted Doses in accordance with any estimated delivery dates set forth herein other than Purchaser's refund rights stated in Sections 3.2(b) and 6.3.

7. **INTELLECTUAL PROPERTY**.

Pfizer US will be the sole owner of all Intellectual Property it generates during the development, manufacture, and supply of the Product or otherwise related to the Product. Neither Party will gain any rights of ownership to or use of any property or Intellectual Property owned by the other (whether by virtue of this Agreement, by implication or otherwise).

8. **INDEMNIFICATION**.

8.1 Indemnification by Purchaser. Purchaser hereby agrees to indemnify, defend and hold harmless Pfizer, BioNTech, [redacted]

[redacted]

[redacted]

8.2 Assumption of Defense by Purchaser. [redacted]

8.4 Assumption of Defense. [redacted]

8.5 Privileges and Immunities. [redacted]

[redacted]

[redacted]

8.6 Costs. [redacted]

9. **INSURANCE AND LIABILITY**.

9.1 Insurance.

[redacted]

9.2 Limits on Liability.

(a) [redacted]

(b) [redacted]

[redacted]

9.3 Exclusions to Liability Limitations.

[redacted]

9.4 Waiver of Sovereign Immunity. [redacted]

10. **CONFIDENTIAL INFORMATION**.

10.1 Non-Use and Non-Disclosure.

Each Recipient shall, and shall cause its Representatives which have access to the Disclosing Party's Confidential Information to, maintain in strict confidence, and shall not disclose to any third party, all Confidential Information observed by or disclosed to it by or on behalf of the Disclosing Party pursuant to this Agreement. Each Recipient shall not use or disclose such

[redacted]

Confidential Information except as permitted by this Agreement. Each Recipient shall safeguard the confidential and proprietary nature of the Disclosing Party's Confidential Information with at least the same degree of care as it holds its own confidential or proprietary information of like kind, which shall be no less than a reasonable degree of care. The Recipient and its Representatives may use, copy, and make extracts of the Disclosing Party's Confidential Information only in connection with fulfilling its obligations under this Agreement and, without limiting the foregoing, shall not use the Confidential Information for the benefit of the Recipient or any of its Representatives, or for the benefit of any other Person. In the event that Recipient becomes aware of any breach of the obligations contained in this Section 10 (Confidential Information) by it or its Representatives, Recipient shall promptly notify the Disclosing Party in writing of such breach and all facts known to Recipient regarding same. In addition, if Recipient is required to disclose the Disclosing Party's Confidential Information in connection with any court order, statute or Government directive or requirement under any law Recipient shall give the Disclosing Party notice of such request, as soon as practicable, before such Confidential Information is disclosed so that the Disclosing Party may seek an appropriate protective order or other remedy, or waive compliance with the relevant provisions of this Agreement. If the Disclosing Party seeks a protective order or other remedy, Recipient shall promptly cooperate with and reasonably assist the Disclosing Party (at the Disclosing Party's cost) in such efforts. If the Disclosing Party fails to obtain a protective order or waives compliance with the relevant provisions of this Agreement, Recipient shall disclose that portion of Confidential Information which it shall be required to disclose in accordance with its obligations under the relevant court order, statute or Government directive or other legal requirement. Neither this Agreement nor the performance by either Party hereunder shall transfer to the Recipient any proprietary right, title, interest or claim in or to any of the Disclosing Party's Confidential Information (including, but not limited to, any Intellectual Property rights subsisting therein) or be construed as granting a license in its Confidential Information. Notwithstanding the foregoing, in all cases, (a) Purchaser may not disclose any of the financial or indemnification provisions contained in this Agreement, including [redacted] without the prior written consent of Pfizer, and (b) Pfizer may disclose (i) Confidential Information to its Affiliates and BioNTech without prior written consent of Purchaser, and (ii) upon foreign government request, financial information relating to this Agreement, including cost per dose, and (c) Purchaser may disclose Confidential Information (i) within the Swiss federal and cantonal administrations, (ii) with the authorities of the Principality of Liechtenstein, and (iii) excluding the information referred to in Section 10.1(a) above, with external logistics providers in the supply chain of the use and administration of the Product in Switzerland and Liechtenstein, (each of whom will be deemed to be a Representative)who: (i) have a need to know such information in order to enable Purchaser to perform its obligations or to exercise its rights under this Agreement; (ii) are informed of the confidential nature of such information; and (iii) use such information solely for a permitted purpose under this Agreement.

10.2 Right of Inspection

Purchaser shall during the Term, to the extent required by applicable Law which cannot be waived by the Purchaser, have the right of inspection in relation to all information under the control of Pfizer relating to its performance of this Agreement, which right may also

[redacted]

be exercisable by any governmental or regulatory body which has a right and need to know such information under applicable Law (such third party being referred to as **"Control Organs"**). Pfizer will grant such Control Organs access during business hours, on receipt of at least seven (7) Business Days' notice to such reasonable information and/or files relating to the subject matter of the Agreement and the contractual relationship between Purchaser and Pfizer as well as be available for questions. Such Control Organs shall be legally bound to keep any such information and/or files confidential.

10.3 Recipient Precautions.

In order to comply with the obligations contained in this Section 10 (Confidential Information), Recipient shall take at least the following precautions: (a) Recipient shall exercise all reasonable efforts to prevent unauthorized employees and unauthorized third parties from gaining access to Confidential Information (and in no event less than reasonable care); (b) Recipient shall disclose Confidential Information only to such of its Representatives who have a need to know such Confidential Information to fulfill its obligations under this Agreement; and (c) prior to any disclosure, Recipient shall instruct its Representatives of the confidential nature of, and to maintain the confidentiality of, the Confidential Information. Recipient shall be responsible for all actions of its Representatives, including any breach of the terms hereof, regardless of whether or not such Representatives remain employed or in contractual privity with the Recipient.

10.4 Return of Confidential Information.

Upon the written request of the Disclosing Party, Recipient shall promptly return or, at the Recipient's option, delete or destroy all Confidential Information of the Disclosing Party (including all copies in whatever medium provided to, or made by, such recipient); provided, however, that, subject to the terms of this Agreement, (i) Recipient shall be entitled to retain one archival copy of such Confidential Information for purposes of determining its obligations under this Agreement; and (ii) Recipient shall not be required to destroy any computer files stored securely by the Recipients or its Affiliates that are created during automatic system back up, or retained for legal purposes by the legal division of the Recipient and its Affiliates, provided that such retained Confidential Information shall remain subject to the terms of this Agreement. Notwithstanding Recipient's return or destruction of Confidential Information, Recipient shall continue to be bound by its obligation of confidentiality and non-use under this Agreement.

10.5 Survival.

The provisions of this Section 10 (Confidential Information) shall survive the termination or expiration of the this Agreement for a period of [redacted] years, except with respect to any information that constitutes a trade secret (as defined under Law), in which case the recipient of such information will continue to be bound by its obligations under this Section 10 (Confidential Information) for so long as such information continues to constitute a trade secret, but in no event for a period of less than the [redacted] year period specified

[redacted]

above.

11. **NOTICES**.

Any notice required to be given hereunder shall be in writing and deemed to have been sufficiently given, (a) when delivered in person, (b) on the next Business Day after mailing by overnight courier service, or, where overnight courier service is unavailable, by other expedited delivery provided by a recognized express courier, or (c) when delivered via e-mail, provided the original is delivered via one of the preceding methods on or prior to the fifth (5th) Business Day after transmission of the e-mail, to the addresses specified below. Each notice shall specify the name and date of and parties to this Agreement.

If to Purchaser:

Federal Office of Public Health
Schwarzenburgstrasse 157
3003 Bern
Switzerland
[redacted]

With a copy (which shall not constitute notice) to:
The Swiss Armed Forces Pharmacy
3063 Ittigen
Switzerland
[redacted]

If to Pfizer:

Pfizer AG
Schärenmoosstrasse 99, 8052 Zurich, Switzerland
[redacted]

With a copy (which shall not constitute notice) to:

Pfizer AG
Schärenmoosstrasse 99, 8052 Zurich, Switzerland
[redacted]

Either Party may, by notice to the other Party, change the addresses and names given above.

12. **MISCELLANEOUS**.

12.1 Negotiations of Dispute.

Prior to commencing any arbitration with respect to any controversy, claim, counterclaim, dispute, difference or misunderstanding arising out of or relating to the interpretation or application of any term or provisions of this Agreement, a Party shall provide written notice to the other Party of the existence of such dispute. The Parties shall for a period of [redacted] days following such notice enter into good faith discussions and negotiations in an

[redacted]

attempt to resolve such dispute. [redacted]

12.2 Arbitration.

Any dispute, controversy, or claim arising out of, relating to, or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof, or relating to arbitrability or the scope and application of this Section 12.2 (Arbitration), shall be finally resolved by arbitration. The arbitration shall be conducted by three arbitrators. [redacted]

12.3 Publicity.

A Party shall not use the name, trade name, service marks, trademarks, trade dress or logos of the other Party in publicity releases, advertising or any other publication, without the other Party's prior written consent in each instance.

[redacted]

12.4 Governing Law.

This Agreement and all disputes shall be governed by the substantive laws of Switzerland to the exclusion of conflict of law principles and the United nations Convention on Contracts for the International Sale of Goods, except that any dispute regarding the arbitrability or the scope and application of this Section shall be governed by the Federal Arbitration Act of the United States.

12.5 Third Party Rights.

Any Losses suffered by Pfizer's Affiliates or BioNTech (a "**Third Party Beneficiary**") will not be treated as being indirect solely because it has been suffered by a Third Party Beneficiary and not by Pfizer directly.

12.6 Relationship of the Parties.

The relationship hereby established between Purchaser and Pfizer is solely that of independent contractors. Neither Party has authority to act or make any agreements or representations on behalf of the other Party. This Agreement is not intended to create, and shall not be construed as creating, between Pfizer and Purchaser, the relationship of principal and agent, employer and employee, joint venturers, co-partners, or any other such relationship, the existence of which is expressly denied.

12.7 Assignment; Binding Effect.

[redacted]

12.8 Force Majeure.

Neither Party shall be liable for any failure to perform or any delays in performance, and neither Party shall be deemed to be in breach or default of its obligations set forth in this Agreement, if, to the extent and for so long as, such failure or delay is due to any causes

[redacted]

that are beyond its reasonable control and not to its acts or omissions, [redacted] ("**Force Majeure Event**"). Failure or inability to pay shall not be a basis for a Force Majeure Event under this Agreement. In the event of a Force Majeure Event, the Party prevented from or delayed in performing shall promptly give notice to the other Party and shall use Commercially Reasonable Efforts to avoid or minimize the delay.

12.9 Severability.

If and solely to the extent that any court or tribunal of competent jurisdiction holds any provision of this Agreement to be unenforceable in a final non-appealable order, such unenforceable provision shall be stricken and the remainder of this Agreement shall not be affected thereby. In such event, the Parties shall in good faith attempt to replace any unenforceable provision of this Agreement with a provision that is enforceable and that comes as close as possible to expressing the intention of the original provision.

12.10 Non-Waiver; Remedies.

A waiver by any Party of any term or condition of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies specified in this Agreement shall be cumulative and in addition to any other remedies provided at Law or in equity.

12.11 Further Documents.

Each Party hereto agrees to execute such further documents and take such further steps as may be reasonably necessary or desirable to effectuate the purposes of this Agreement.

12.12 Forms.

The Parties recognize that, during the Term, a Purchase Order acknowledgment form or similar routine document (collectively, "**Forms**") may be used to implement or administer provisions of this Agreement. The Parties agree that the terms of this Agreement shall prevail in the event of any conflict between terms of this Agreement and the terms of such Forms, and any additional or different terms contained in such Forms shall not apply to this Agreement.

12.13 Headings.

Headings of Sections or other parts of this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement or change the meaning of this Agreement.

[redacted]

12.14 Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement, and shall become effective when executed by each of the Parties hereto and delivered to the other Party in accordance with the means set forth in Section 11 (Notices) or by reliable electronic means (with receipt electronically confirmed).

12.15 Electronic Delivery and Storage.

Delivery of a signed Agreement by reliable electronic means, including facsimile or email (with receipt electronically confirmed), shall be an effective method of delivery of the executed Agreement. This Agreement may be stored by electronic means and either an original or an electronically stored copy of this Agreement can be used for all purposes, including in any proceeding to enforce the rights or obligations of the Parties to this Agreement.

12.16 Entire Agreement; Amendments.

This Agreement, together with any attachments and amendments (and as such attachments may be amended, amended and restated or replaced from time to time), which are hereby incorporated by reference, constitute the entire agreement of the Parties with respect to its subject matter and merges and supersedes all prior discussions and writings with respect to thereto, including the Binding Term Sheet. Except as otherwise set out herein; no modification or alteration of this Agreement shall be binding upon the Parties unless contained in a writing signed by a duly authorized agent for each respective Party and specifically referring hereto or thereto.

12.17 Rule of Construction.

The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

12.18 English Language.

This Agreement shall be written and executed in, and all other communications under or in connection with this Agreement shall be in, the English language. Any translation into any other language shall not be an official version thereof, and in the event of any conflict in interpretation between the English version and such translation, the English version shall control.

12.19 Legal Costs.

[redacted]

Each Party will bear its own legal costs in preparing and concluding this Agreement.

[signature on following page]

[redacted]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

PFIZER AG

[redacted]

SWISS CONFEDERATION,
represented by

Federal Office of Public Health

By:_____ By: _____

Name:_____ Name:_____

Title:_____ Title:_____

The Swiss Armed Forces Pharmacy

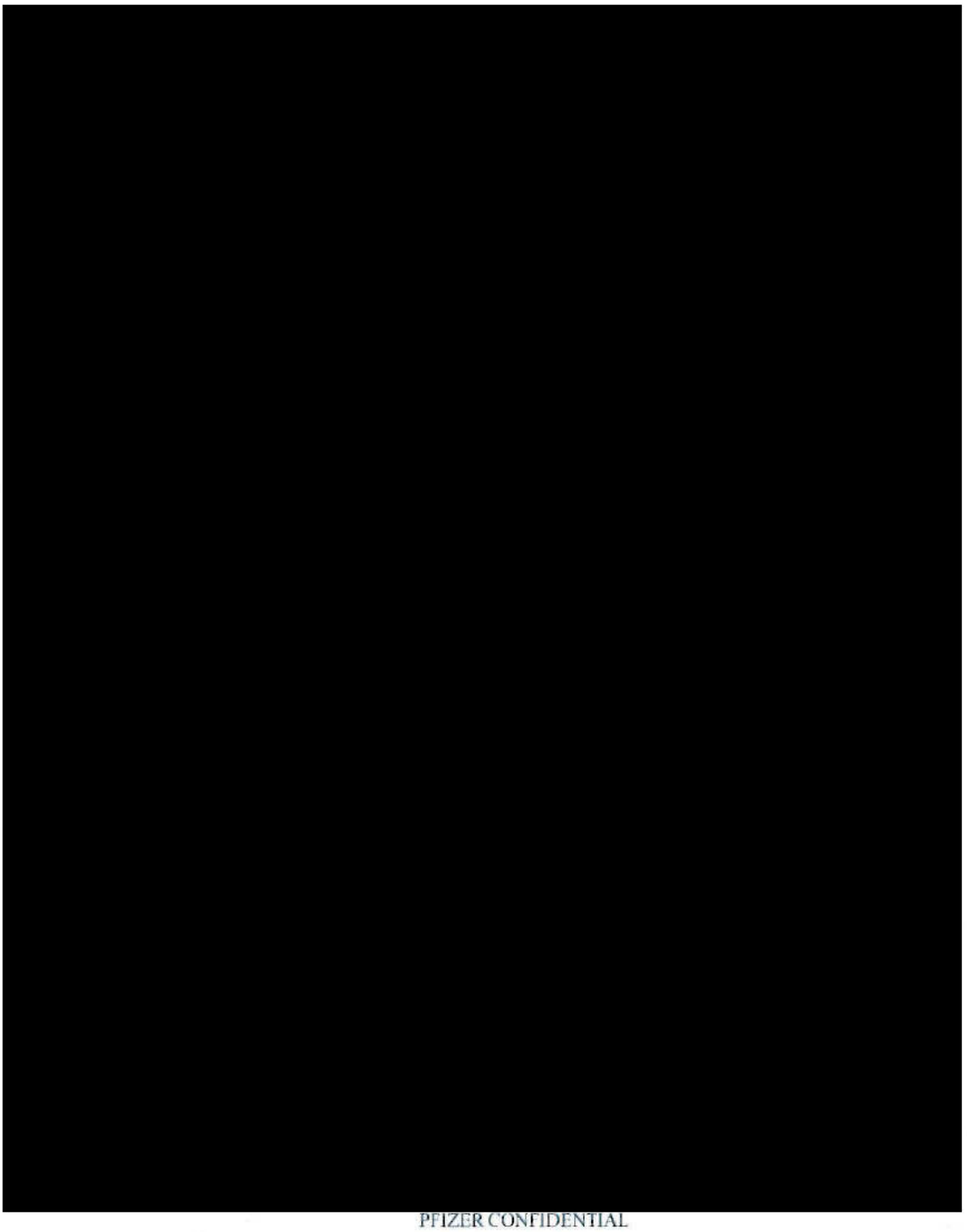
By:_____ By: _____

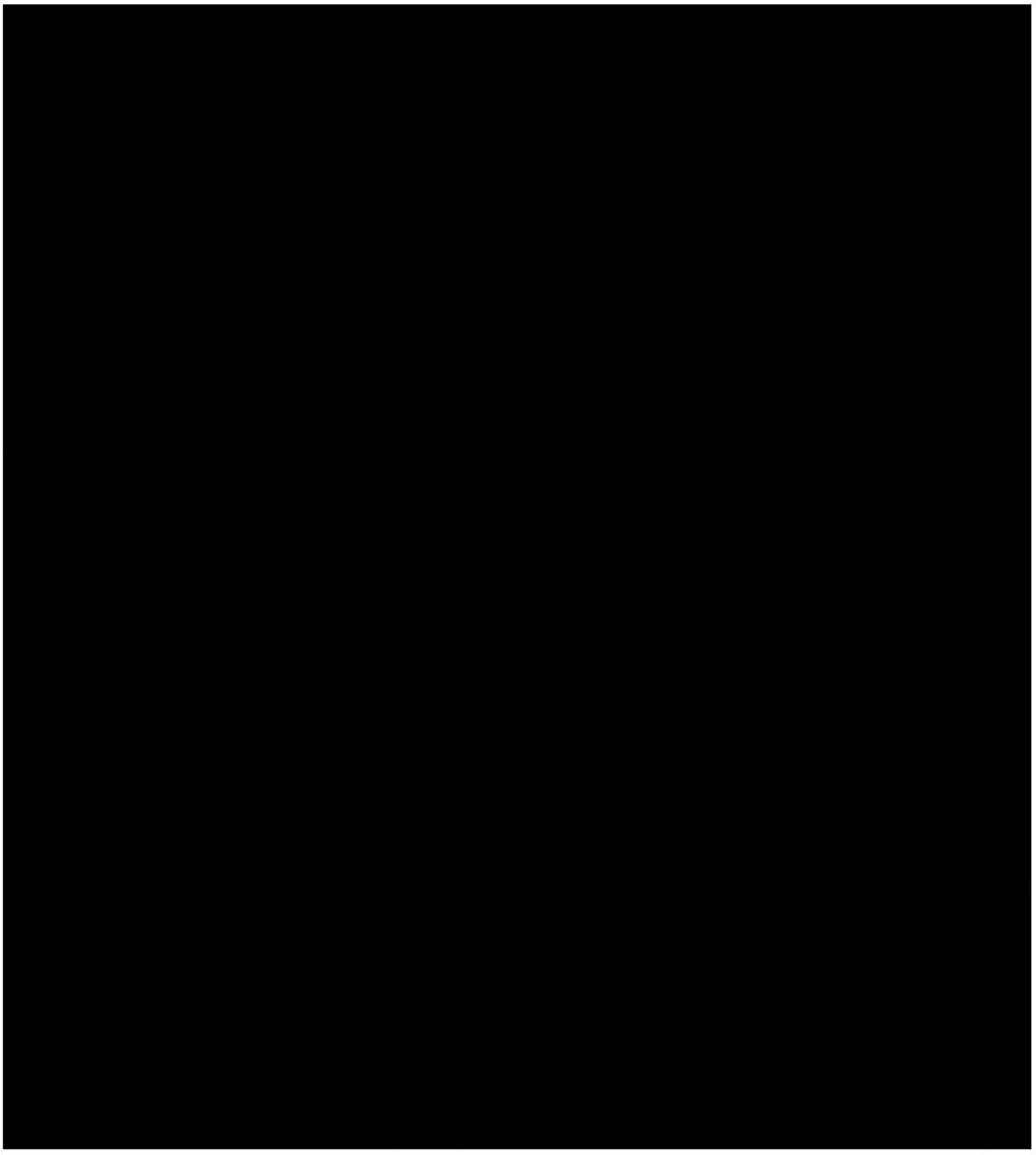
Name:_____ Name:_____

Title:_____ Title:_____

[redacted]

Attachment A - Specifications





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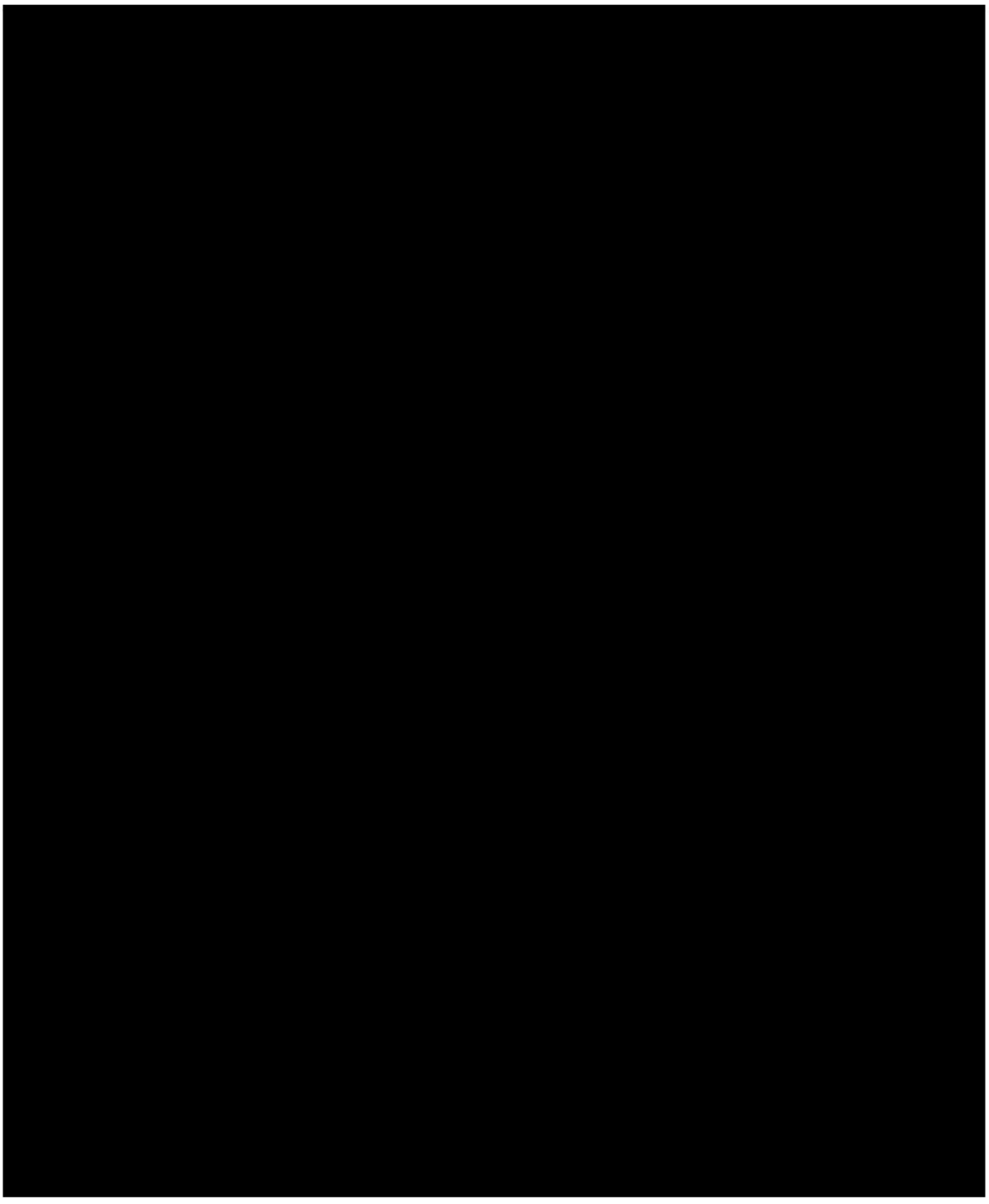

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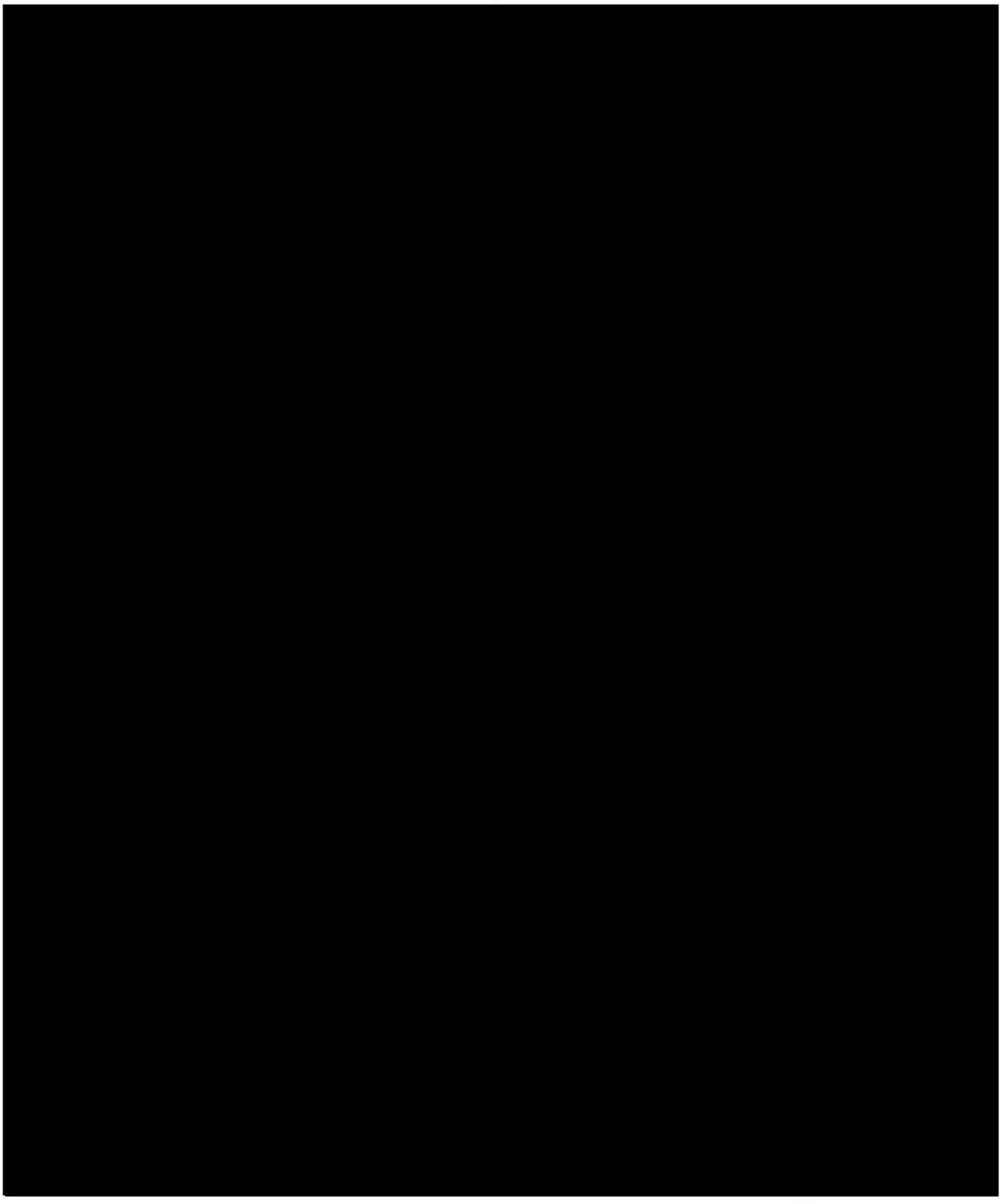

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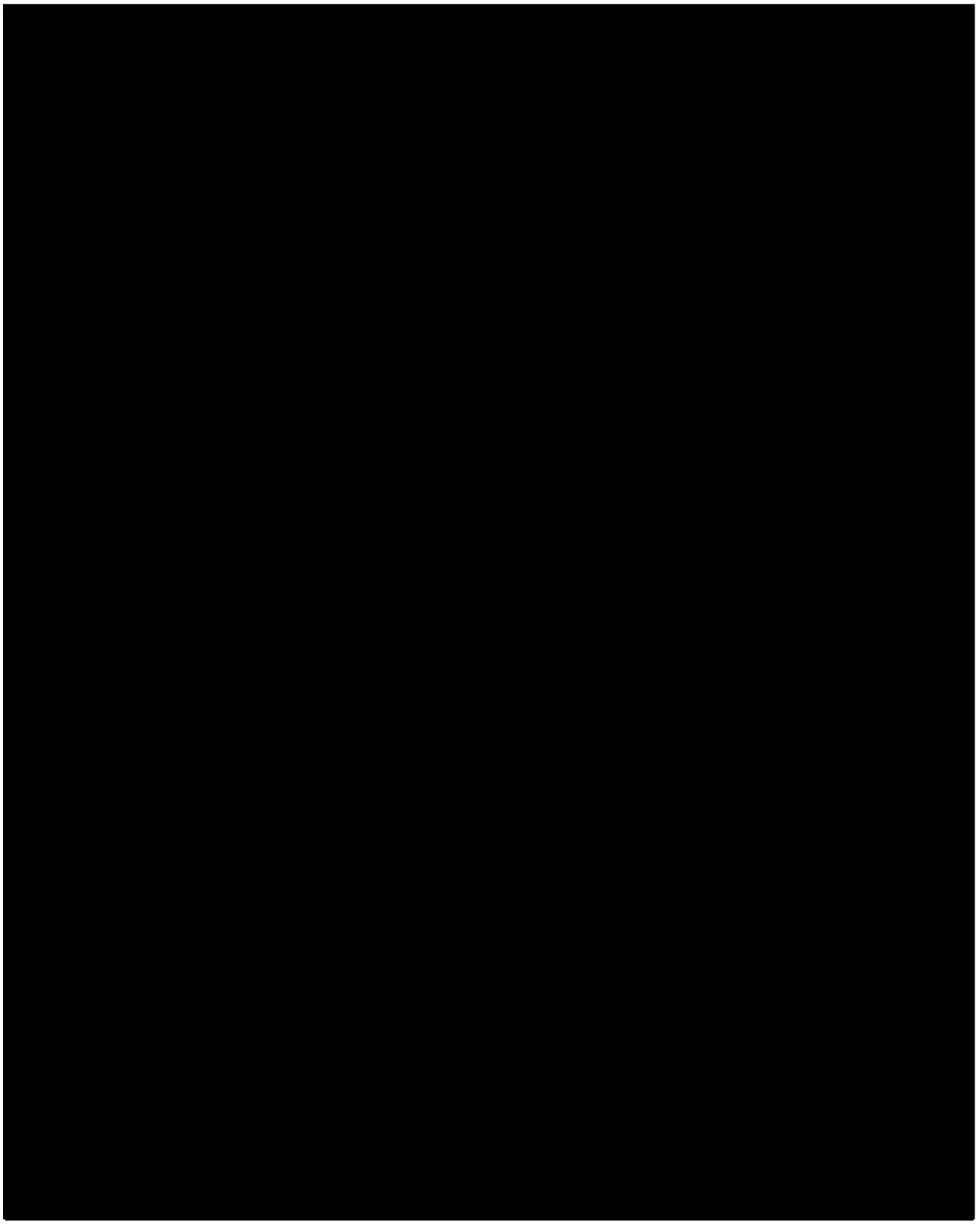

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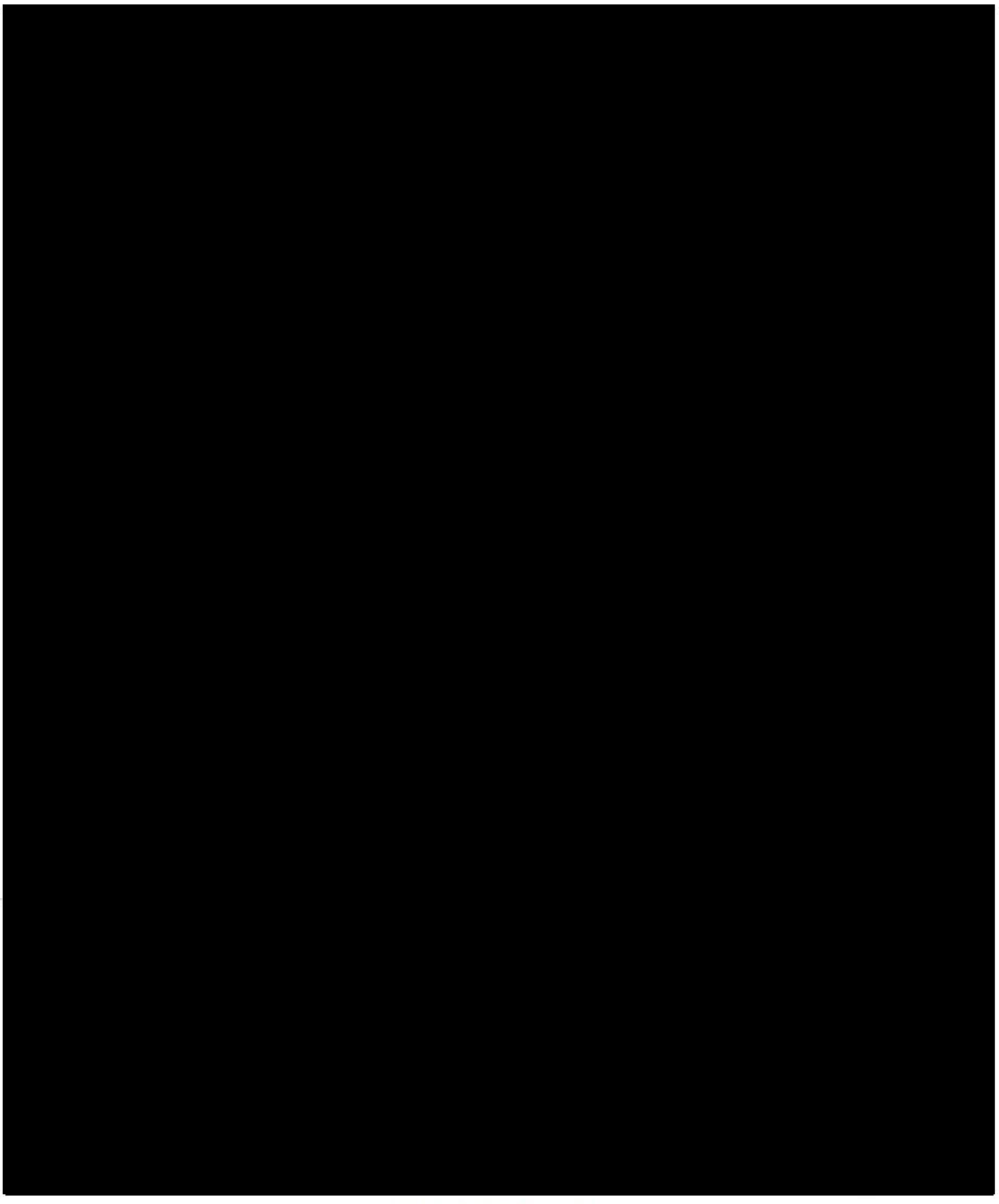

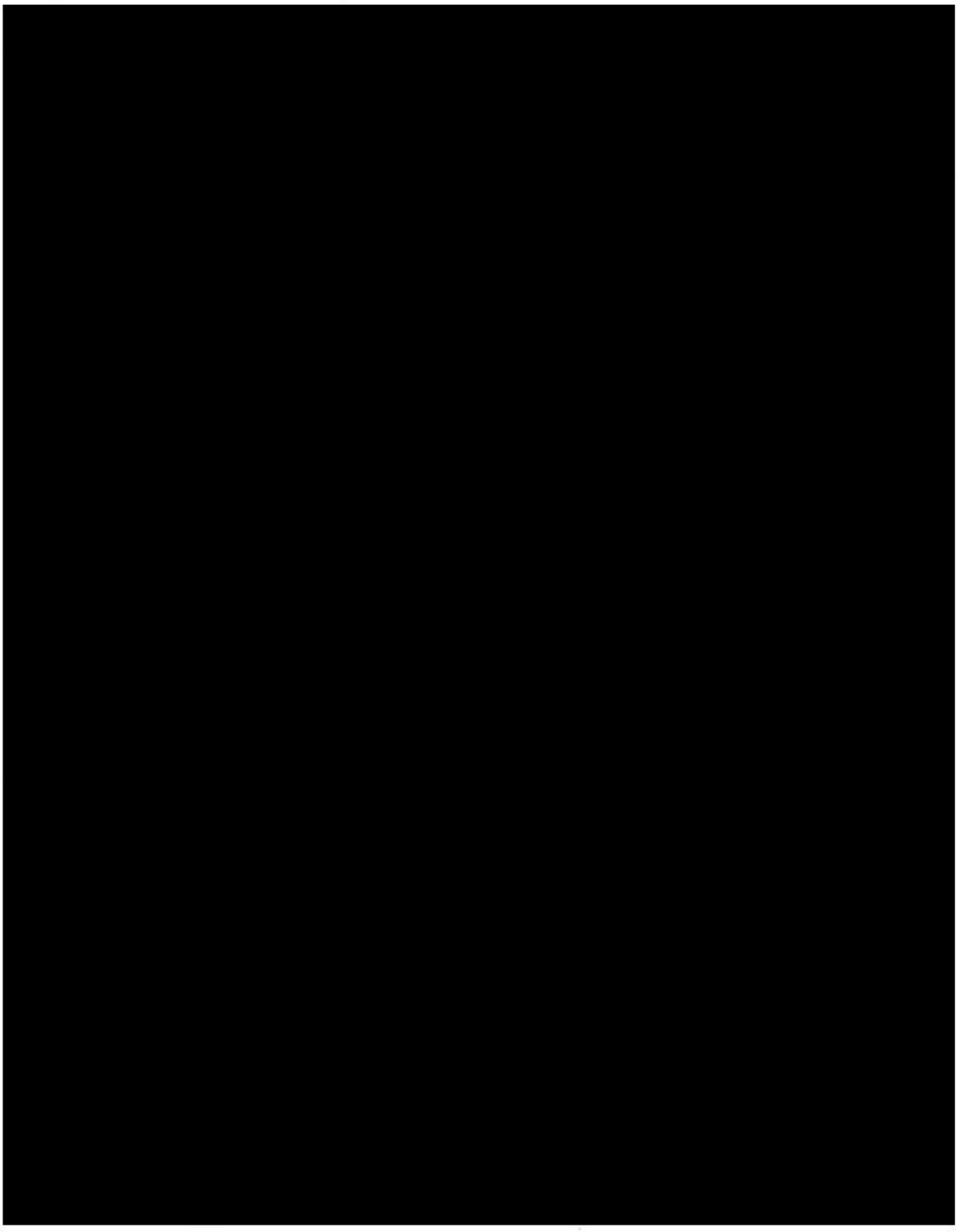

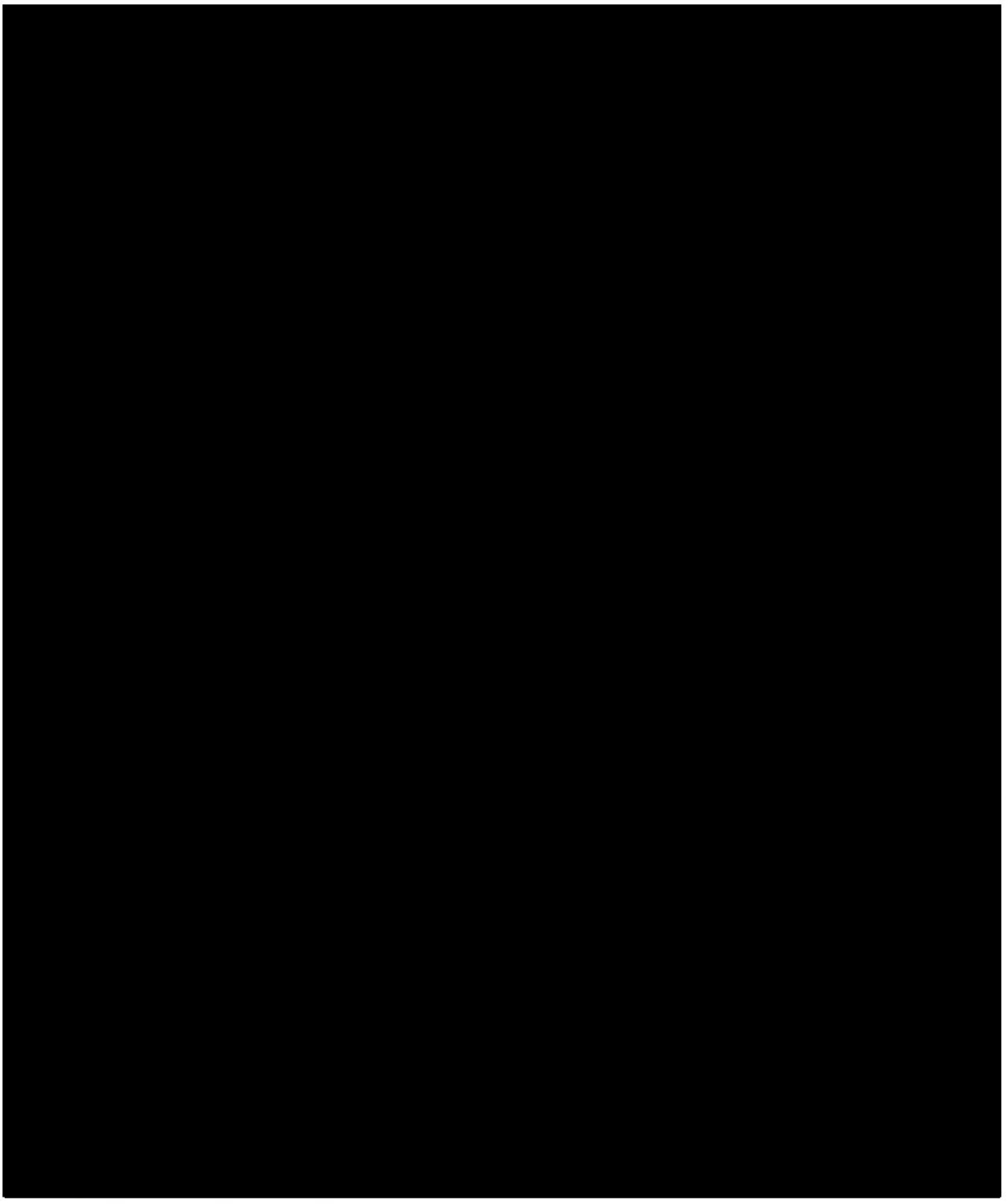

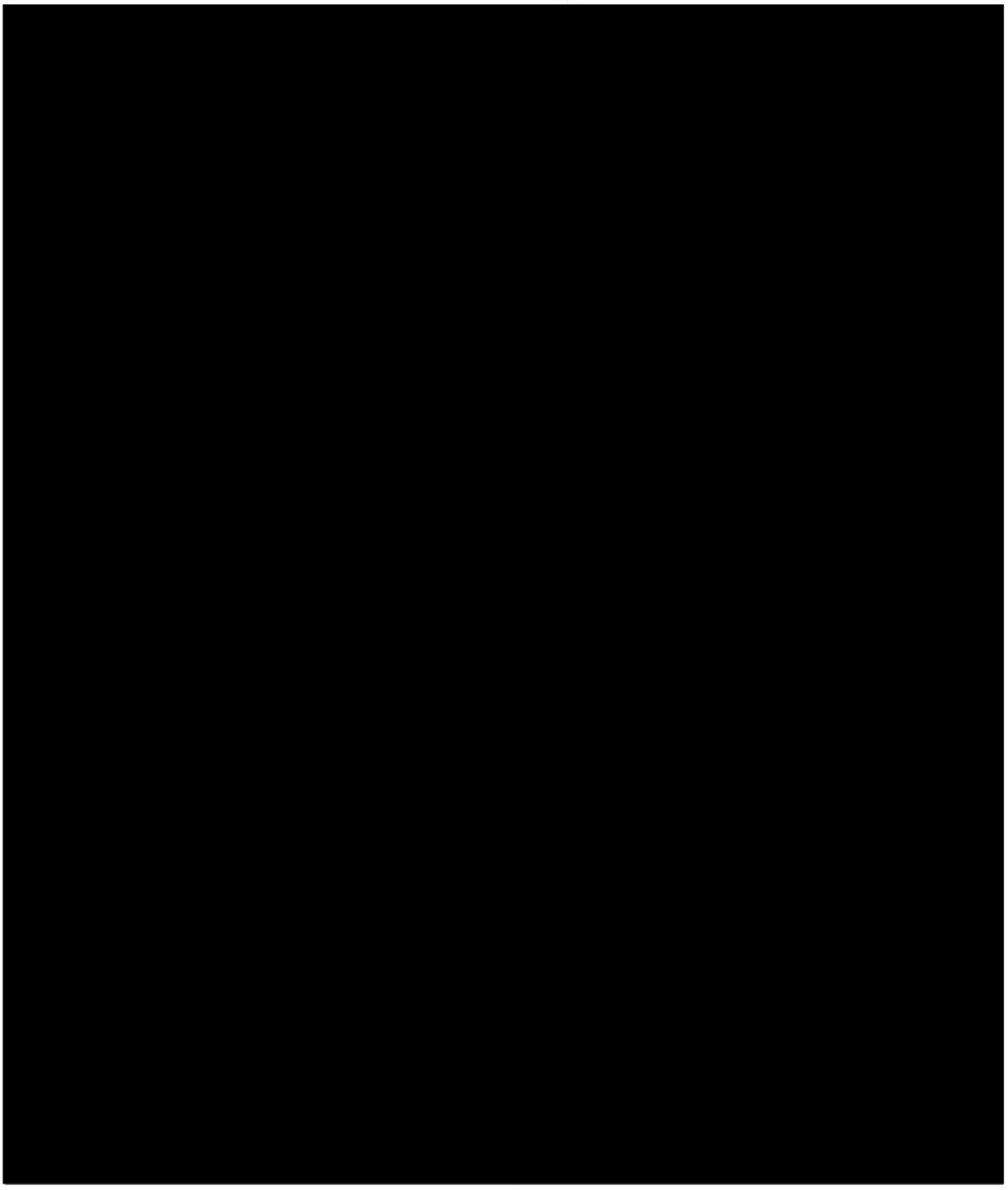

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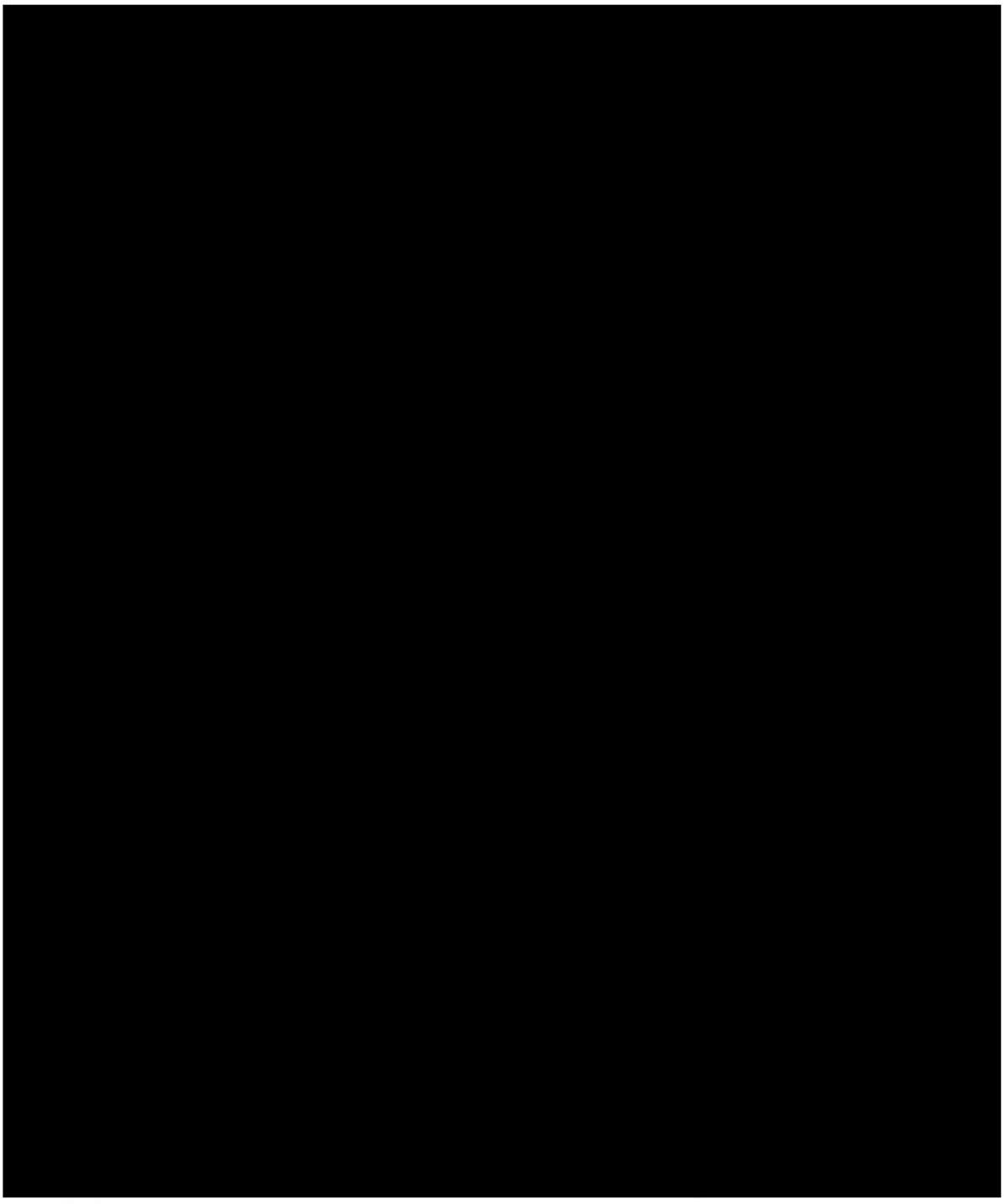

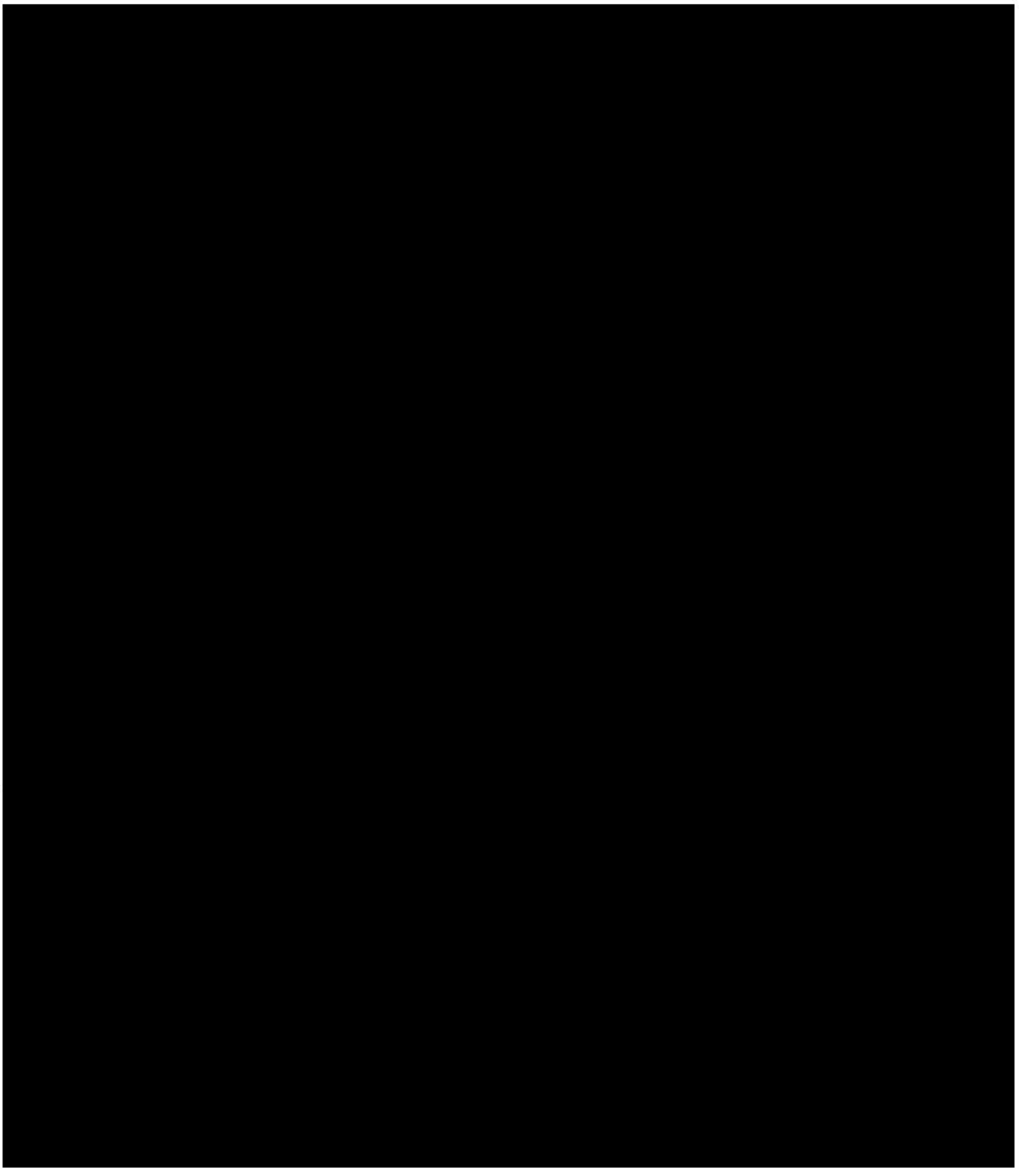

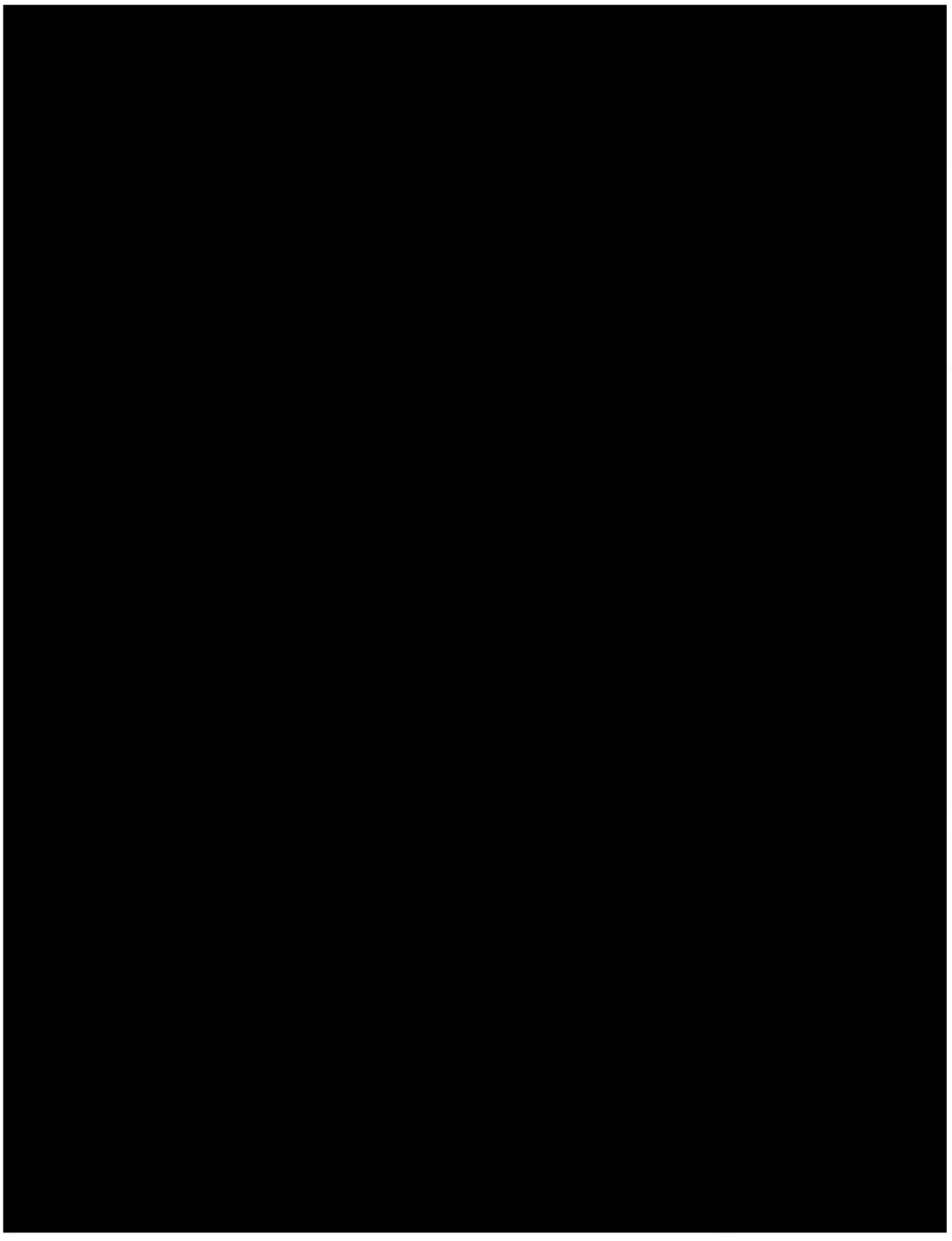

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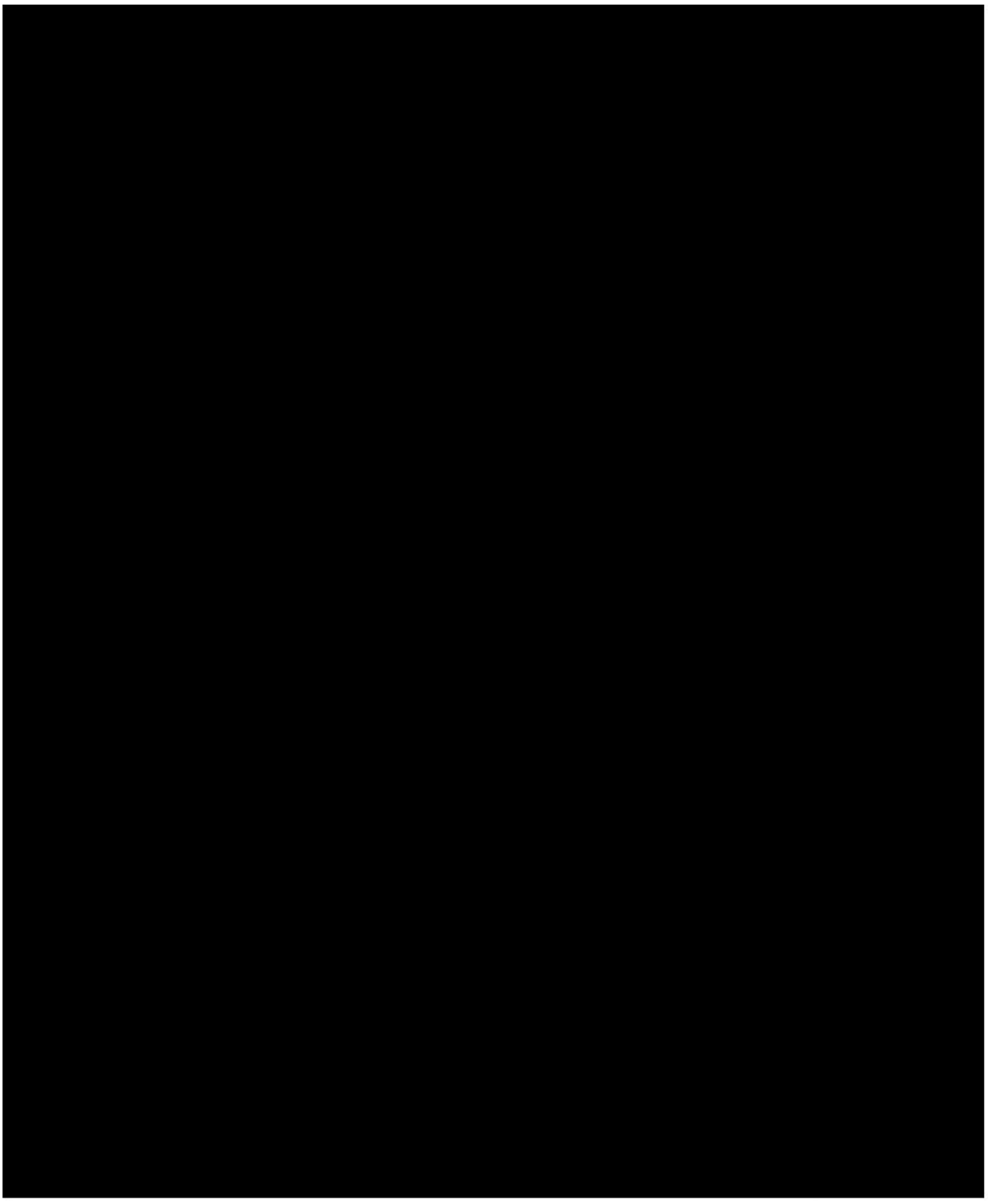
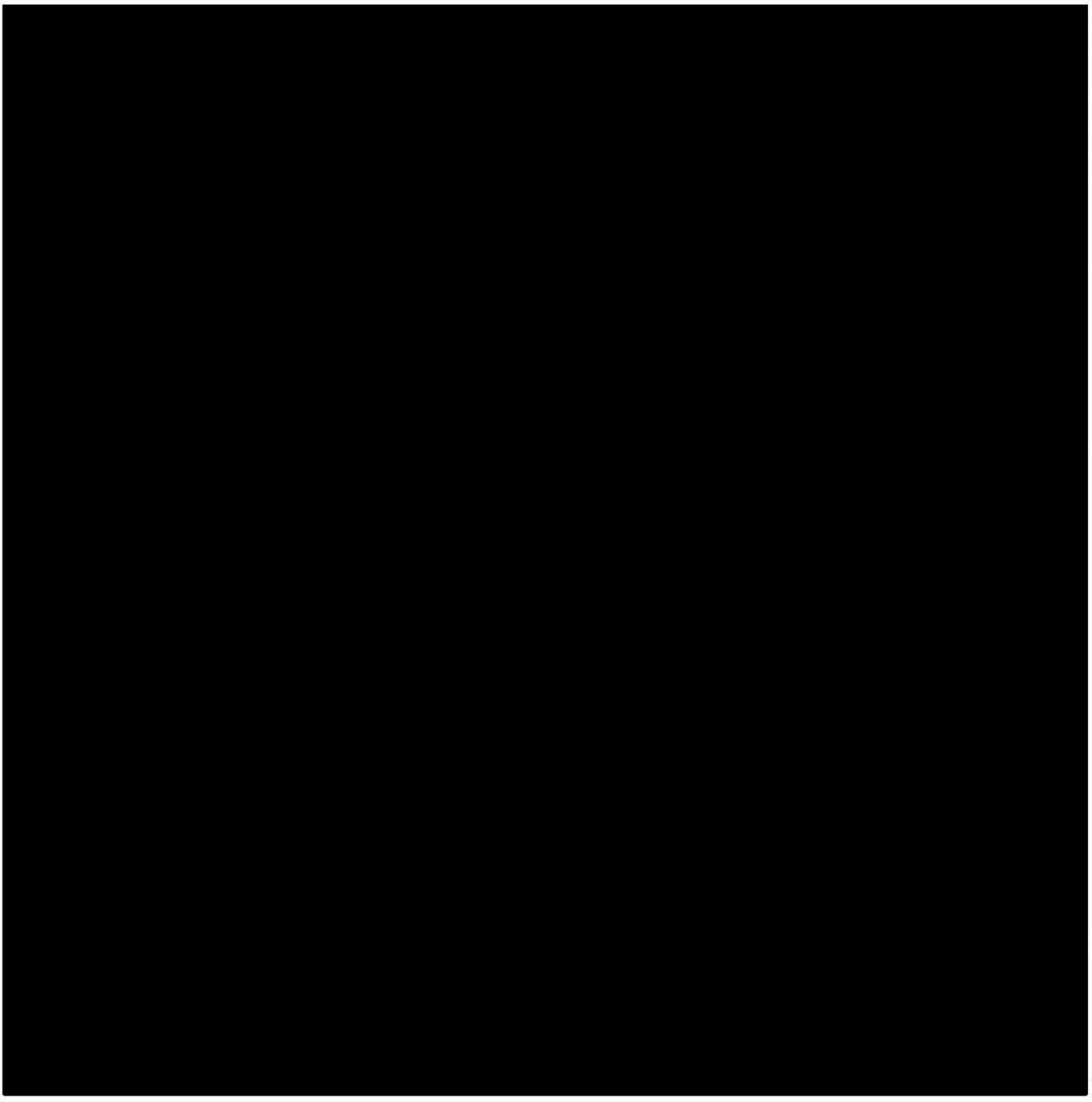
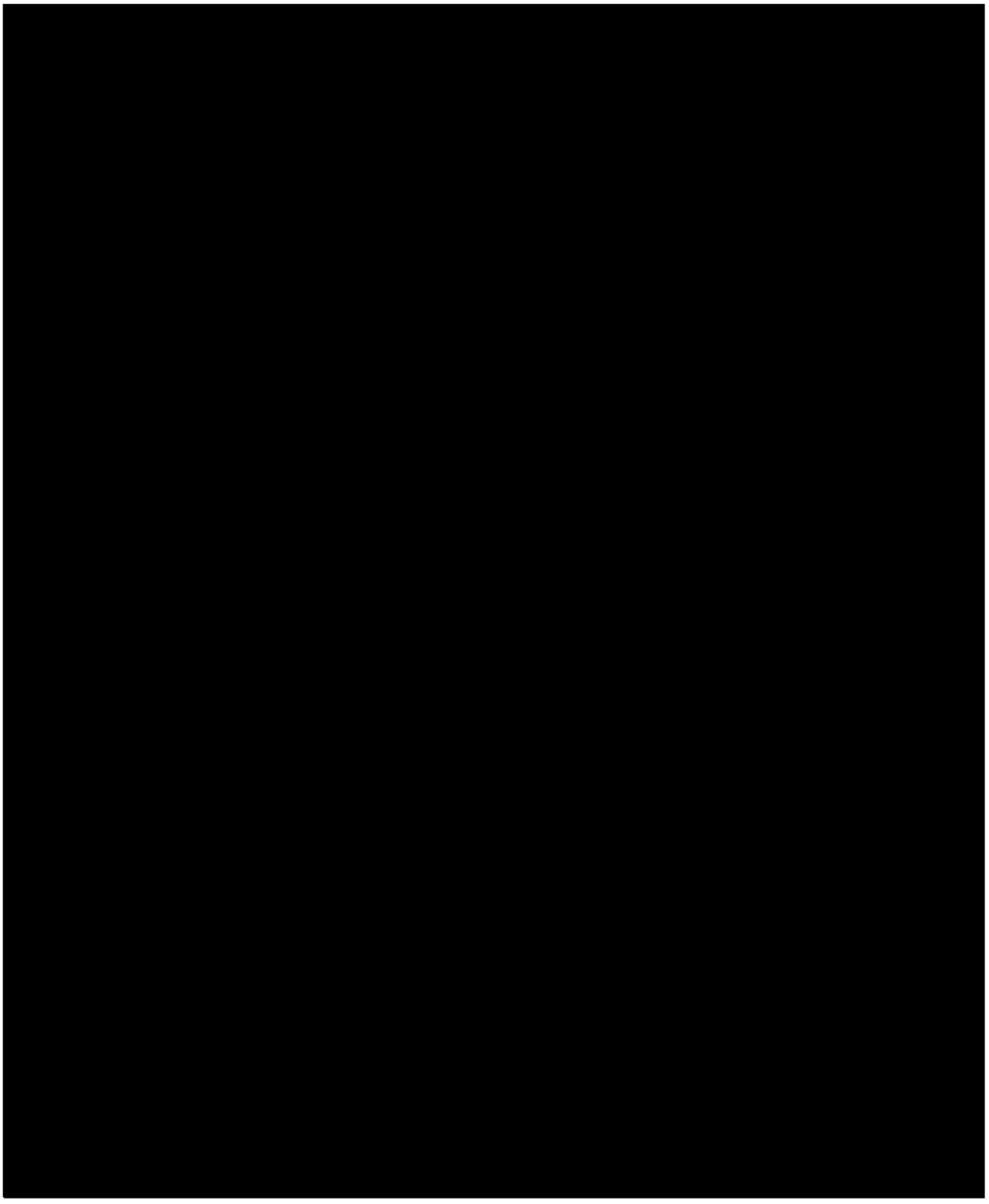


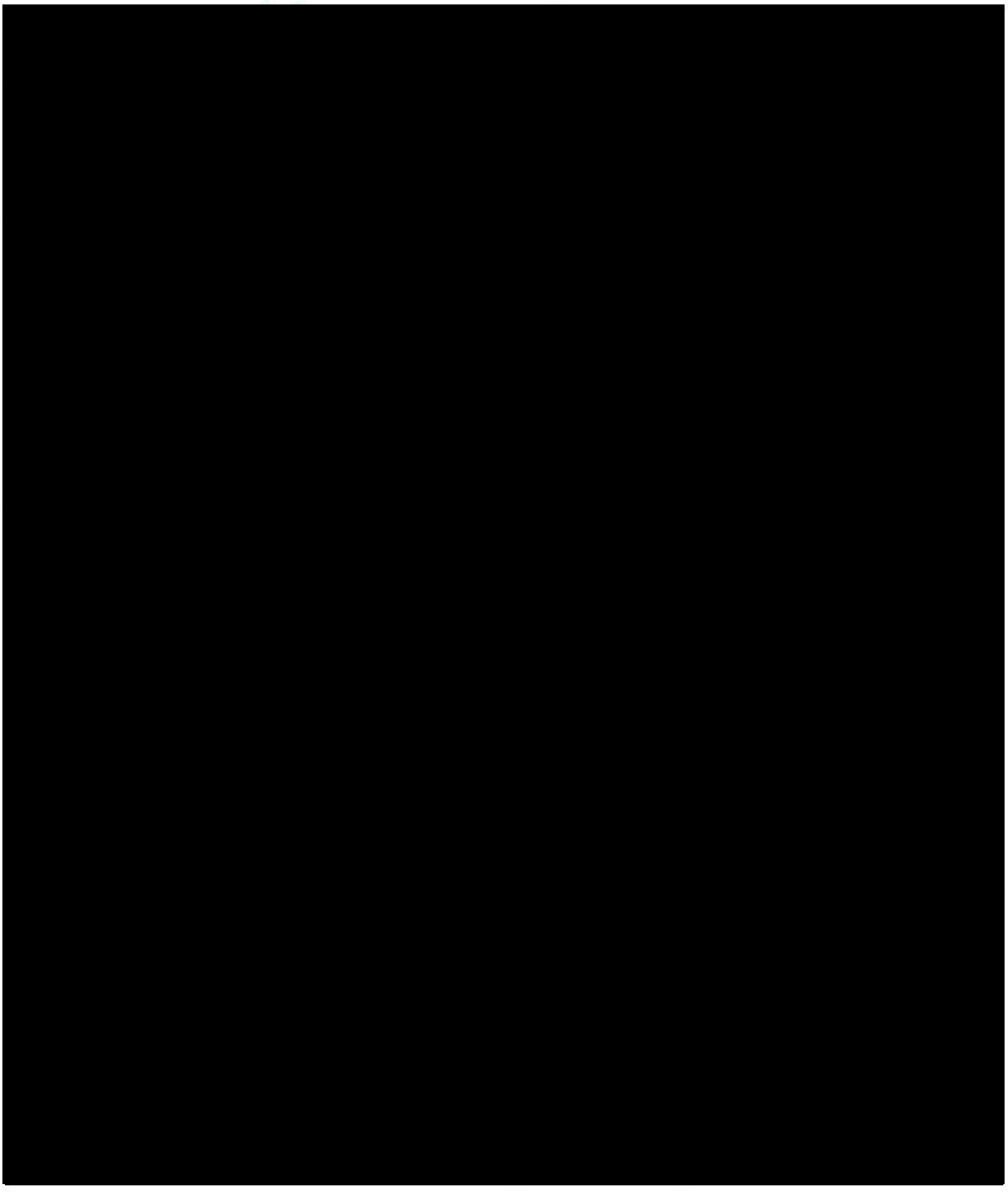
Attachment B - Delivery Schedule and Price



Attachment C- Delivery Documentation



Attachment D – Delivery Specification



Attachment D – Delivery Specification

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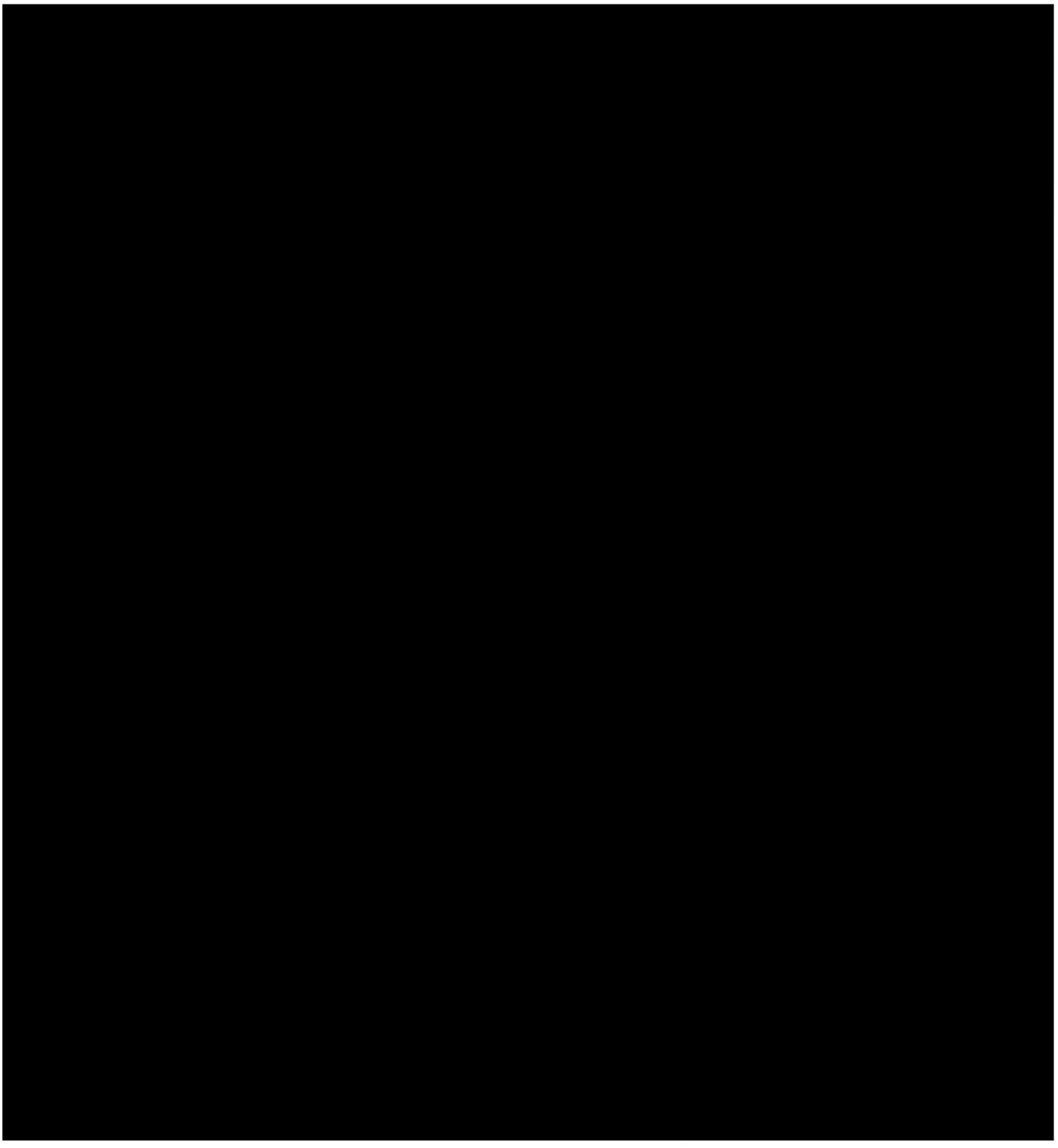

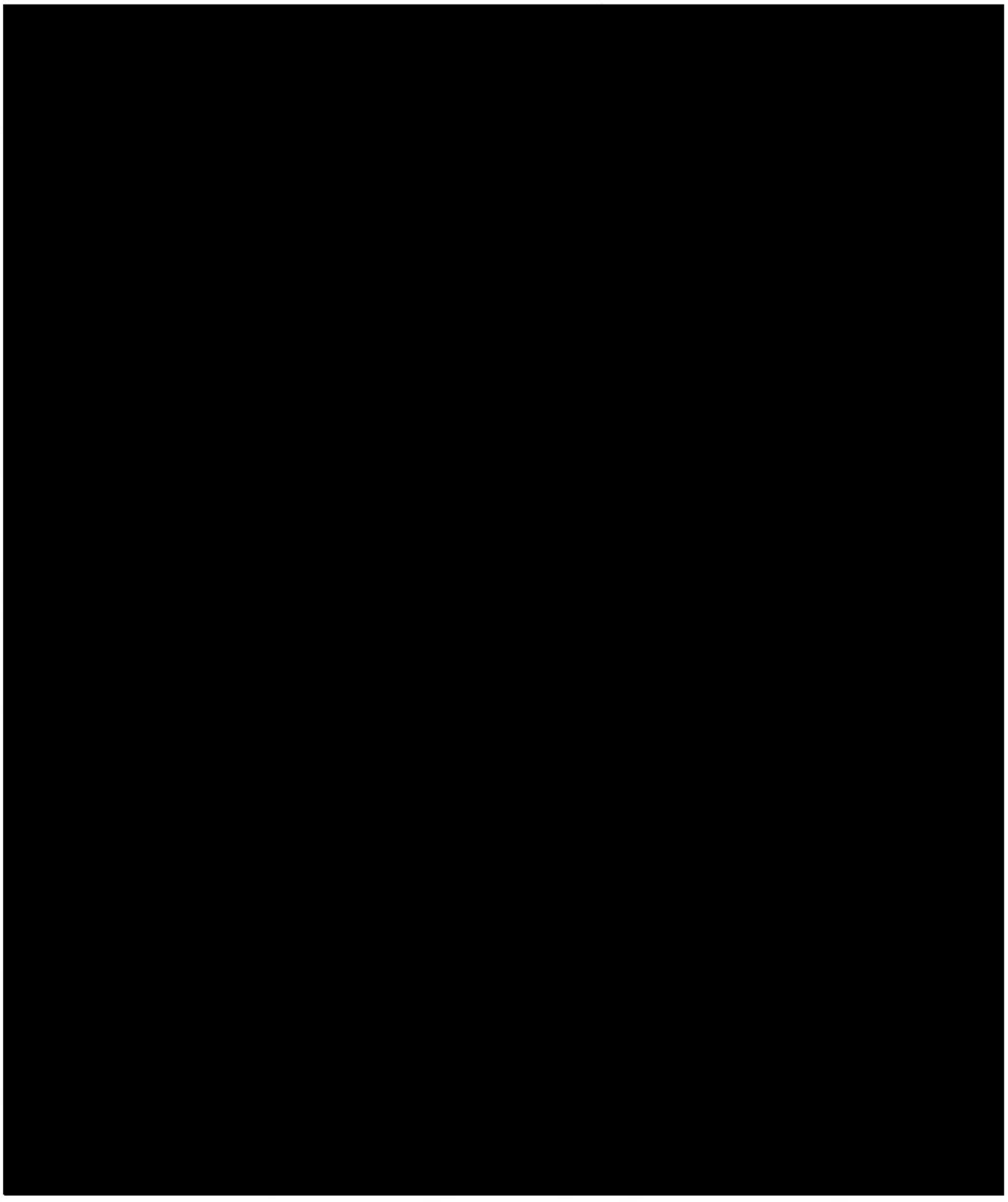

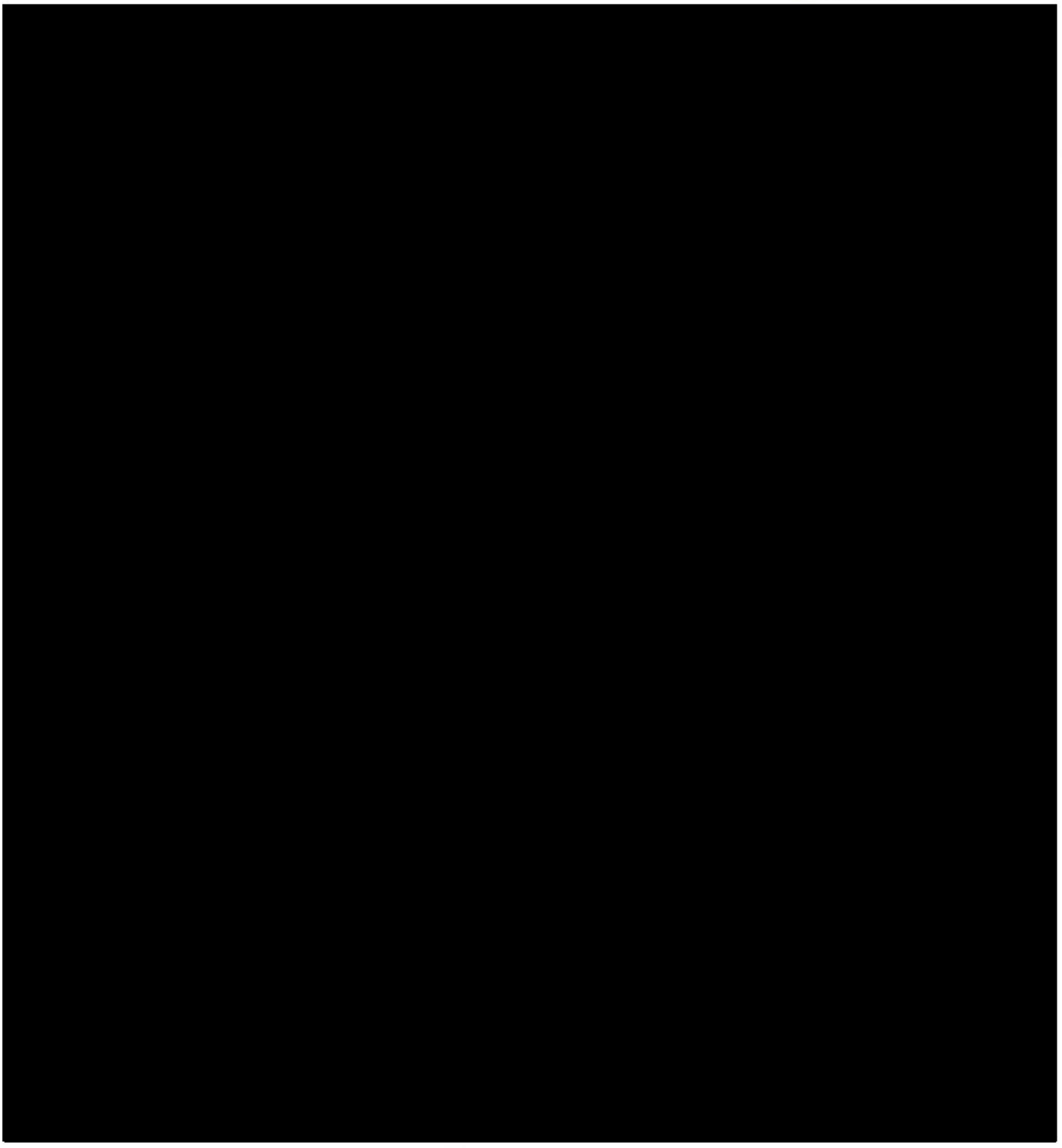

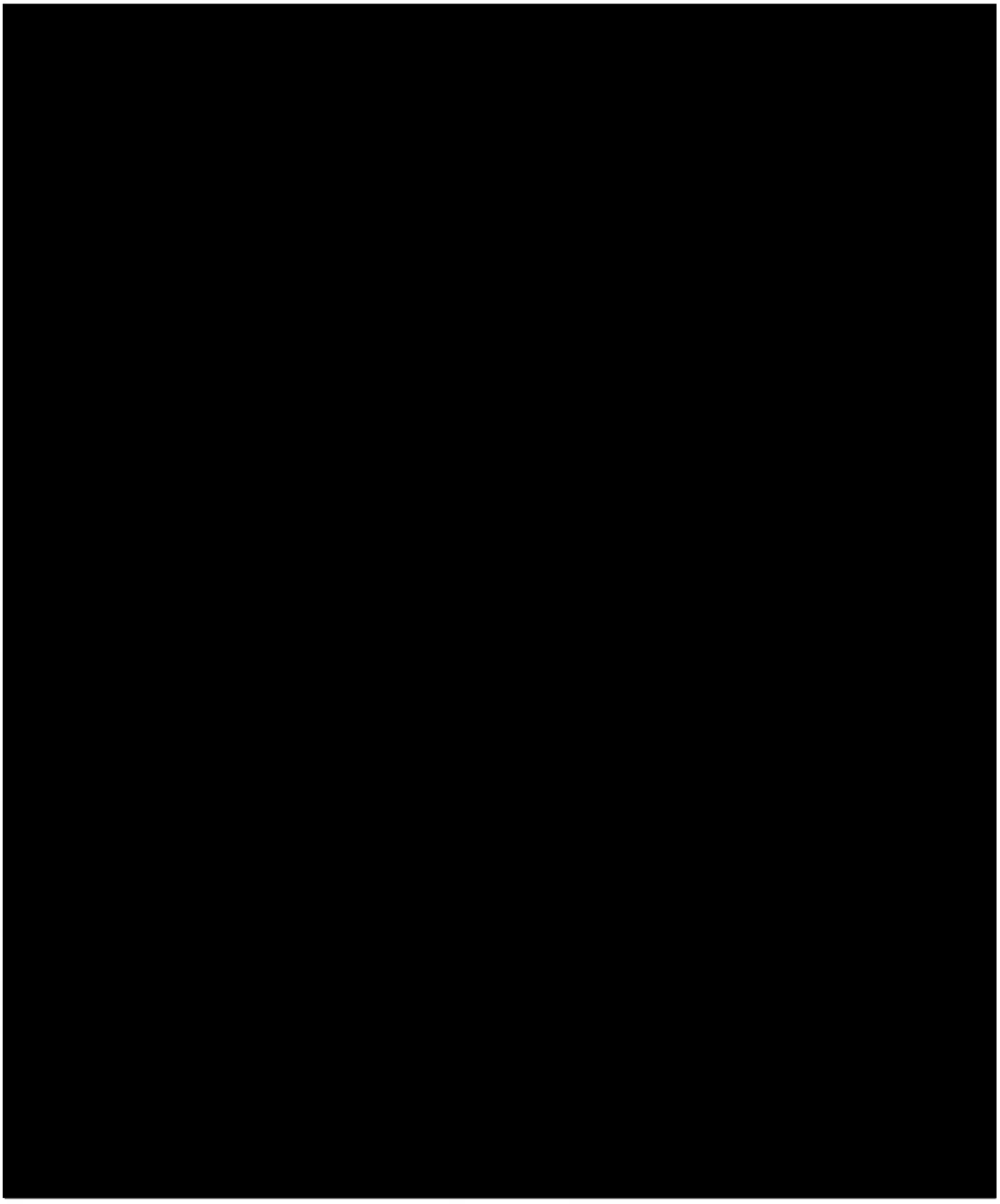

Attachment D – Delivery Specification

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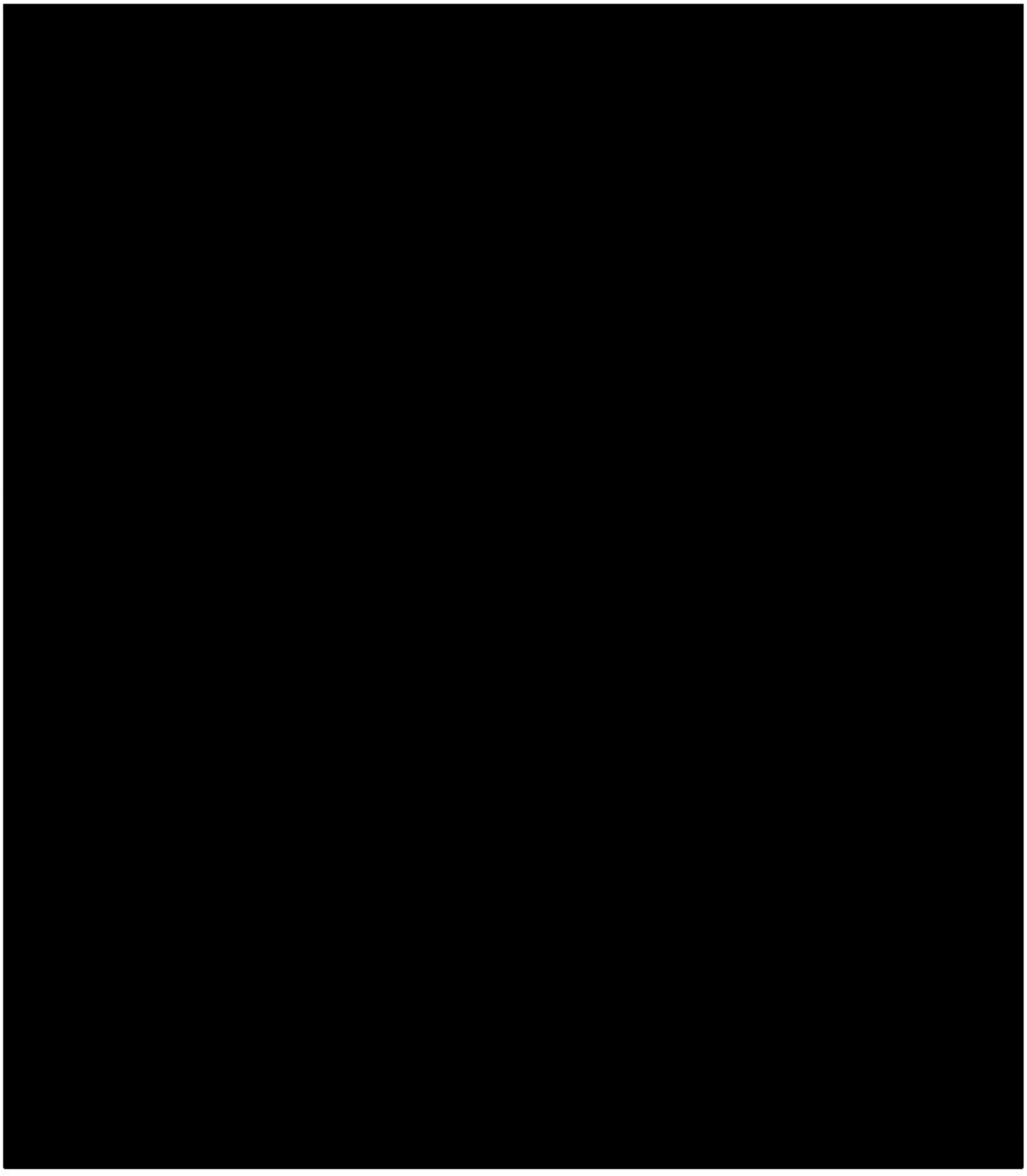
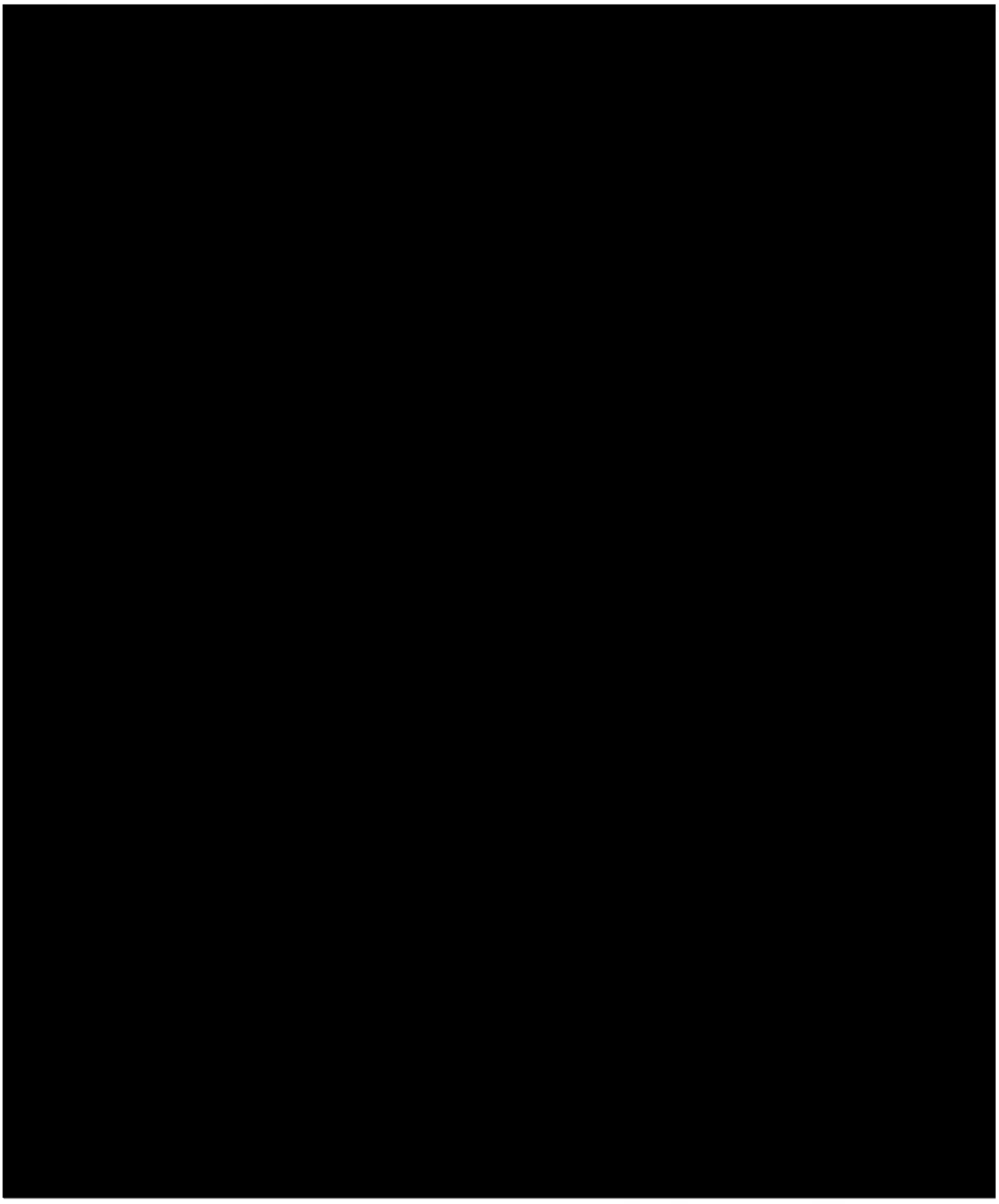
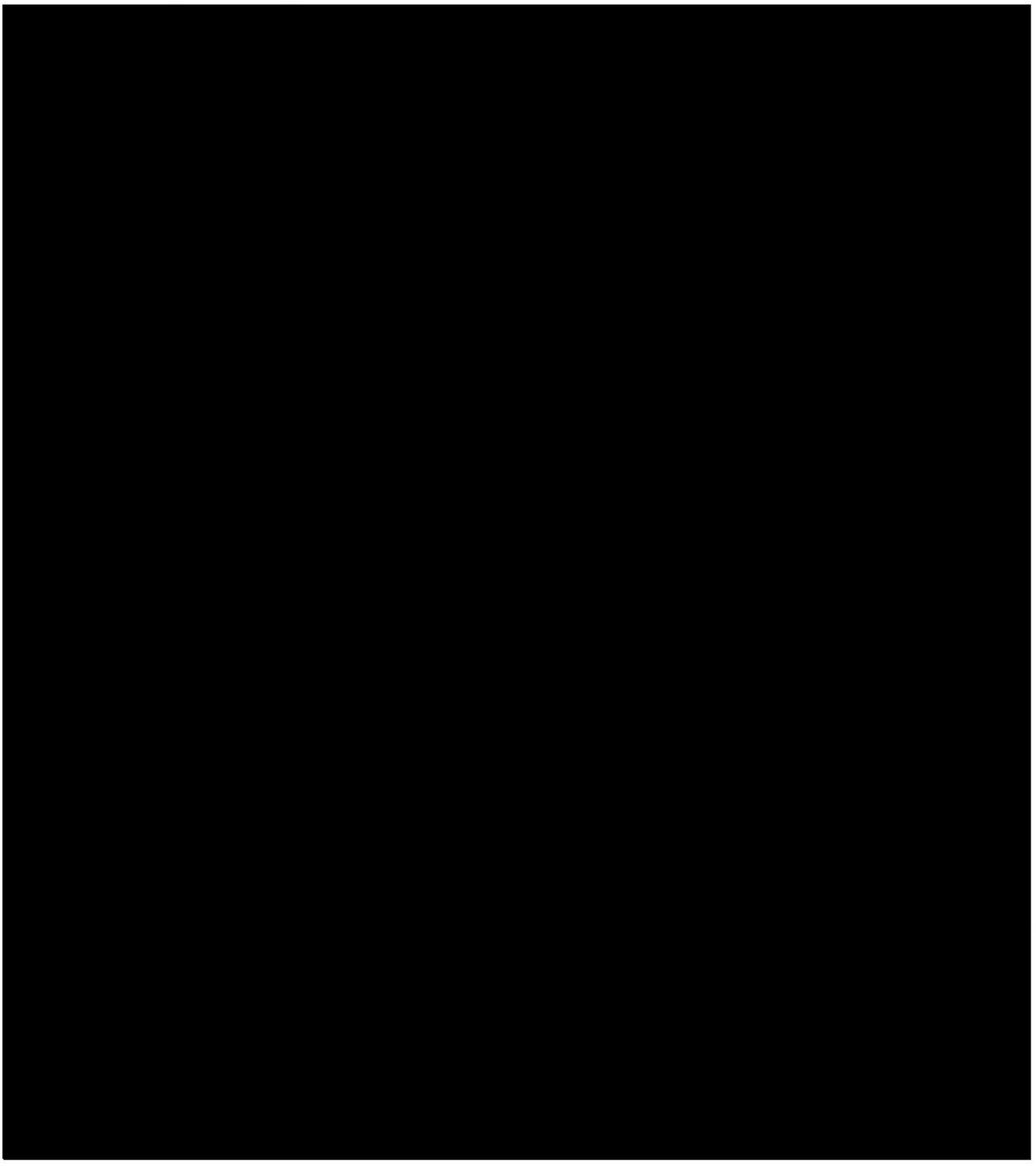




Attachment E – Labelling and Packaging Specifications



Attachment F – Return and Disposal of Product Materials

A. Return

"**Logistics Delivery Equipment**" refers to the long-distance thermal shipping container ("**Thermal Shipper**") used for shipping and the temperature data logger/monitoring device attached to such Thermal Shipper. Once dry ice is no longer needed, open the **Logistics Delivery Equipment** and leave it at room temperature in a well-ventilated area. The dry ice will readily sublime from a solid to a gas. DO NOT leave dry ice unattended.

Store the empty **Logistics Delivery Equipment** until return in an appropriate clean and secure location to protect and maintain the functionality of the equipment (e.g., do not store outside under uncontrolled conditions, exposed to weather, exposed to pests, etc.).

Return of the **Logistics Delivery Equipment** to be undertaken within 20 business days following usage of the Product. Instructions and logistics for return will be provided on the interior of the Thermal Shipper and will also be available on Pfizer's website. In the event that either: (a) the **Logistics Delivery Equipment** (or any part thereof), is not returned within such 20 business days; or (b) the **Logistics Delivery Equipment** (or any part thereof), is damaged in any way (determined in Pfizer's sole discretion), Pfizer shall be entitled to charge Purchaser $330 (exclusive of VAT) per Thermal Shipper and the temperature data logger/monitoring device logger; which Purchaser shall pay within 30 days of the date of any invoice for such amount(s). Purchaser acknowledges that such amount represents the genuine pre-estimate of loss/damage suffered by Pfizer as a result of Purchaser's default, act or omission.

B. Disposal

"**Primary Container Units**" refers to the vials that contain the Product.

Destruction of the **Primary Container Units** that have been opened or are unused must take place at a facility appropriately licensed to handle and destroy pharmaceutical waste, medical waste, and/or hazardous waste, and destruction must be by means of grinding or incineration.

"**Secondary Cartons**" refers to the immediate boxes that contain the vials of Product.

Secondary Cartons must be defaced and destroyed in accordance with local clinical dosing facility waste management services, and **Secondary Cartons** may not be disposed of in routine household waste collection or recycling centers.

[redacted]

Attachment G – Form of Purchase Order

To be provided by Pfizer following the Effective Date

[redacted]