AGREEMENT

This **AGREEMENT** (this "**Agreement**"), entered into as of 5th day of August, 2020 (the "**Effective Date**"), is by and between (1) Swiss Confederation, represented by Federal Office of Public Health, Schwarzenburgstrasse 157, 3003 Bern, Switzerland and The Swiss Armed Forces Pharmacy, Worblentalstrasse 36, 3063 Ittigen, Switzerland (collectively, "**Purchaser**"), and (2) Moderna Switzerland GmbH, a limited liability company ("*Gesellschaft mit beschränkter Haftung*") organized and existing under the Laws of Switzerland with company number CHE-344.522.989 and registered address at Aeschenvorstadt 55 [redacted]), 4051 Basel, Switzerland ("**Moderna**"). Purchaser and Moderna are referred to in this Agreement individually as a "**Party**" and together as the "**Parties**".

WHEREAS, Purchaser and ModernaTX, Inc., a corporation with file number 4676789 and address at 200 Technology Square, Cambridge, MA 02139, USA ("**ModernaTX**") entered into a Memorandum of Understanding dated June 9, 2020 relating to the supply of mRNA-1273 ("**MoU**").

WHEREAS, pursuant to the MoU (i) [redacted]

WHEREAS, Purchaser now wishes to obtain from Moderna supply of filled and finished mRNA-1273 in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the Parties hereby agree as follows:

1. DEFINITIONS.

Unless specifically set forth to the contrary herein, the following terms, whether used in the singular or plural, will have the respective meanings set forth below:

1.1 "**Affiliate**" means, with respect to Moderna, any Person that controls, is controlled by, or is under common control with Moderna. For purposes of this Agreement, such Person will be deemed to control another Person if it owns or controls, directly or indirectly, more than fifty percent (50%) of the equity securities of such Person entitled to vote in the election of directors (or, in the case that such Person is not a corporation, for the election of the corresponding managing authority), or otherwise has the power to direct the management and policies of such Person. The Parties acknowledge that in the case of certain entities organized under the Laws of certain countries, the maximum percentage ownership permitted by Law for a foreign investor may be less than fifty percent (50%), and that in such case such lower percentage will be substituted in the preceding sentence; *provided*, that such foreign investor has the power to direct the management and policies of such entity.

1.2 "**Agreement**" has the meaning set forth in the preamble.

1.3 "**Ancillary Costs**" means import taxes, VAT, duties, levies, surcharges, or other similar taxes or governmental charges and any penalties levied thereon (and the costs and expenses relating thereto) related to the export, import, and transport of the Product duly filled and finished from the relevant Manufacturing Site to the Delivery Site in Switzerland, as charged by Moderna to Purchaser on a pass-through basis at cost as provided for in Section 5.3.

1.4 "**Anticipated Delivery Schedule**" has the meaning set forth in Section 6.3(i).

1.5 "**Anticipated First Delivery Date**" has the meaning set forth in Section 6.3(i).

1.6 "**Applicable Laws**" means, (a) with respect to Moderna, the Laws of the jurisdictions (x) where the Product is clinically developed by or on behalf of Moderna, and (y) where the Manufacturing Sites are located, *provided*, *however*, that at least one Manufacturing Site shall be located in Switzerland, and (b) with respect to Purchaser, the Laws of Switzerland (as well as any other jurisdiction where the Product provided under this Agreement is distributed, administered or used, including Liechtenstein).

1.7 "**Balancing Payment**" [redacted]

1.8 "**Business Day**" means a calendar day other than a Saturday, a Sunday, or a bank or other public holiday in Boston, Massachusetts (USA) or in Visp, Valais (Switzerland).

1.9 "**Cessation Date**" means the earliest date of (i) the date Moderna provided written notice to Purchaser that Moderna and its Affiliates have discontinued worldwide clinical development of the Product due to clinical failure, or (ii) [redacted] in case Moderna has not obtained any Relevant Marketing Approval by such date. Notwithstanding the foregoing, the Cessation Date will never occur if any Relevant Marketing Approval has been obtained prior to such date.

1.10 "**cGMP**" means current good manufacturing practices applicable in the country/ies where the Manufacturing Site(s) is/are situated together with applicable rules and guidance documents issued by the applicable Governmental Authority/ies or Regulatory Authority/ies pertaining to the manufacturing process and quality control practice, all as updated, amended and revised from time to time.

1.11 "**Claim**" has the meaning set forth in Section 4.2.

1.12 "**CO**" means the Swiss Code of Obligations.

1.13 "**Confidential Information**" means all technical, scientific and other know-how and information, trade secrets, knowledge, technology, means, methods, processes, practices, formulas, instructions, skills, techniques, procedures, specifications, data, results and other material, pre-clinical and clinical trial results, manufacturing procedures, test procedures and purification and isolation techniques, and any tangible embodiments of any of the foregoing, and any scientific, manufacturing, marketing and business plans, any financial and personnel matters relating to a Party or its present or future products, sales, licensors, licensees, suppliers, purchasers, employees, investors or businesses, that have been disclosed by or on behalf of such Party or such Party's Affiliates or Related Parties (as applicable) to the other Party or the other Party's Affiliates or Related Parties (as applicable), including in connection with the discussions and negotiations pertaining to this Agreement or the MoU or in the course of performing this Agreement. Without limiting the foregoing, (a) this Agreement and its terms as well as all information pertaining to the relationship between the Parties will be deemed Confidential Information of Moderna (the "**Agreement Information**"), except as set forth in the last sentence of Section 8.1, (b) the Moderna Technology is Confidential Information of Moderna, and (c) the Product, including the Specifications, Marketing Approvals for the Product, and all data, results and other information relating to the Product (including the safety, immunogenicity or efficacy of the Product) is Confidential Information of Moderna.

1.14 "**Confirmed Volume**" means, based on a dose of 100-micrograms of the Product, four and a half (4.5) million doses of the Product, subject to adjustment as expressly provided for herein.

1.15 "**COVID-19 Pandemic**" has the meaning set forth in Section 13.11.

1.16 [redacted] has the meaning set forth in Section 6.3(i).

1.17 "**Deficient Product**" has the meaning set forth in Section 6.4(i).

1.18 "**Delayed Balancing Payment**" [redacted]

1.19 "**Delivery**" means the Product being delivered to Purchaser (or its designee(s)) at the Delivery Site in accordance with this Agreement.

1.20 "**Delivery Date**" has the meaning set forth in Section 6.3(vii).

1.21 "**Delivery Site**" means a warehouse in Switzerland operated by the Swiss Armed Forces Pharmacy and to be specified by Purchaser to Moderna in writing on or prior to September 30, 2020 (or any other location as mutually agreed to by Purchaser and Moderna).

1.22 "**Dispute**" has the meaning set forth in Section 13.3(i).

1.23 "**Donation Country**" has the meaning set forth in Section 4.11.

1.24 "**Fill and Finish Cost**" [redacted]

1.25 "**First Delivery Date Reduction Notice**" has the meaning set forth in Section 6.3(ii).

1.26 "**FOIA**" has the meaning set forth in Section 8.3(vii).

1.27 "**Force Majeure Event**" has the meaning set forth in Section 13.11.

1.28 "**GCP**" means current good clinical practices applicable in the country/ies where the Product is clinically developed together with applicable rules and guidance documents issued by the applicable Governmental Authority/ies or Regulatory Authority/ies and any other relevant international body pertaining to clinical trials involving human subjects, all as updated, amended and revised from time to time.

1.29 "**GDP**" means current good distribution practices applicable in the country/ies where the Product is distributed together with applicable rules and guidance documents issued by the applicable Governmental Authority/ies or Regulatory Authority/ies pertaining to distribution practices throughout the supply chain, all as updated, amended and revised from time to time.

1.30 "**GLP**" means current good laboratory practices applicable in the country/ies where the Product is developed together with applicable rules and guidance documents issued by the applicable Governmental Authority/ies or Regulatory Authority/ies pertaining to non-clinical studies and laboratory testing, all as updated, amended and revised from time to time.

1.31 "**Governmental Authority**" means any applicable government authority, court, council, tribunal, arbitrator, agency, department, bureau, branch, office, legislative body, commission or other instrumentality of (a) any government of any country, (b) any nation, state, province, county, city, or other political subdivision thereof, or (c) any supranational body.

1.32 "**Indemnity Third Party**" has the meaning set forth in Section 4.1(i).

1.33 "**Initial Balancing Payment**" [redacted]

1.34 "**Laws**" means, all laws, statutes, ordinances, regulations, rules, judgments, decrees or orders of any Governmental Authority.

1.35 "**Loss**" has the meaning set forth in Section 4.1.

1.36 "**Manufacturing**", "**Manufactured**" or "**Manufacture**" means the manufacturing, quality assurance, quality control, stability testing, packaging, and related services for the manufacture of the Product for distribution in the Territory.

1.37 "**Manufacturing Site**" means any manufacturing site at which the Product for delivery to the Territory has been Manufactured; *provided, however,* that at least one Manufacturing Site shall be located in Switzerland.

1.38 "**Marketing Approval**" means, with respect to a product in a particular country or jurisdiction, all approvals, licenses, permits, certifications, registrations or authorizations necessary for the sale or supply of such product in such country or jurisdiction, but excluding pricing approvals. For the avoidance of doubt, "**Marketing Approval**" includes any of the following: emergency use authorization, accelerated approval, conditional approval, temporary approval or similar approval under Law in the particular country or jurisdiction.

1.39 "**Moderna**" has the meaning set forth in the preamble.

1.40 "**Moderna Parties**" means Moderna and its Affiliates, and each of their respective contractors, subcontractors, collaborators or (sub)licensees involved in any capacity in any part of the research, development, Manufacture, supply, fill, finish, packaging, insurance, shipping, transport, storage, distribution, importation or exportation and delivery of the Product, and each of their parent companies, subsidiaries and Affiliates and their respective directors, managers, officers, employees, advisors, representatives, agents, successors and assigns.

1.41 "**Moderna Technology**" means any and all rights in any patents, patent applications, know-how, data, Trademarks (including Product Marks), inventions (whether or not patentable), copyrights, industrial designs, trade secrets and any other intellectual property rights owned or otherwise controlled by Moderna or any of its Affiliates as of the Effective Date or any time during the Term.

1.42 "**MoU**" has the meaning set forth in the recitals.

1.43 "**MoU Upfront Payment**" [redacted].

1.44 "**Non-Swiss Manufactured Product**" has the meaning set forth in Section 6.3(viii)(A).

1.45 "**OFAC**" means the U.S. economic sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control.

1.46 "**Off-Label Use**" means any off-label use of the Product (including any dosage other than the dose that is specified in the Marketing Approval for the Product in the Territory).

1.47 "**Party**" or "**Parties**" has the meaning set forth in the preamble.

1.48 "**Payment Amount**" [redacted]

1.49 "**Person**" means an individual, partnership, corporation, limited liability company, joint stock company, unincorporated organization or association, trust or joint venture, or a Governmental Authority or political subdivision thereof.

1.50 "**Price Per** [redacted] **Dose**" [redacted] US$[redacted]

1.51 "**Product**" means the finished and packaged form of Moderna's proprietary mRNA-1273 vaccine against COVID-19, as further described in Part One of Exhibit A.

1.52 "**Product Claim**" has the meaning set forth in Section 6.4(i).

1.53 "**Product Information**" means the information relating to the Product set out in Part Two of Exhibit A as updated in writing by Moderna from time to time and superseded upon and to the extent Moderna has issued and provided the Specifications in writing to Purchaser.

1.54 "**Product Marks**" means the Trademarks set forth on Exhibit B attached hereto.

1.55 "**Project Manager**" has the meaning set forth in Section 3.1.

1.56 "**Purchaser**" has the meaning set forth in the preamble.

1.57 "**Purchaser Representative**" has the meaning set forth in Section 3.1.

1.58 "**Reasonable Best Efforts**" [redacted]

1.59 "**Recall**" has the meaning set forth in Section 7.4(i).

1.60 "**Reduction Percentage**" has the meaning set forth in Section 6.3(ii).

1.61 "**Regulatory Authority**" means any Governmental Authority involved in granting Marketing Approvals in the Territory.

1.62 "**Related Parties**" means, with respect to Purchaser, other Governmental Authorities in the Territory.

1.63 "**Relevant Marketing Approval**" means any of the following Marketing Approvals for the Product: (a) Marketing Approval for the Product by the Regulatory Authority in the Territory; (b) Marketing Approval for the Product by the European Medicines Agency (or any successor agency entity thereof having or performing substantially the same function); or (c) Marketing Approval for the Product by the United States Food and Drug Administration (or any successor entity thereof having or performing substantially the same function).

1.64 "**Restricted Person**" means any Person (or any of its Affiliates or Related Parties) that satisfies any of the following: (i) is currently the subject or the target of any Sanctions; (ii) is located, organized or resident in a country, territory or geographical region that is itself the subject of Sanctions (including Cuba, Iran, North Korea, Sudan, Syria, and the Crimea region of Ukraine) or whose government is the subject or target of Sanctions; (iii) is named in any Sanctions-related list maintained by the U.S. Department of State, the U.S. Department of Commerce, or the U.S. Department of the Treasury, including to the Specially Designated Nationals and Blocked Persons List maintained by OFAC and the Denied Persons, Entity, and Unverified Lists maintained by the Bureau of Industry and Security; (iv) is, otherwise, by public designation of the United Nations Security Council, the European Union, Her Majesty's Treasury, or other equivalent, applicable Governmental Authority, the subject or target of any Sanctions; (v) is a Person with which any United States Person is prohibited from dealing or otherwise engaging in any transaction by any applicable Law or regulation; (vi) is owned or controlled by Persons described in clauses (i) through (vii) or is otherwise the subject of Sanctions; (vii) conducts any business or engages in, or has conducted any business or engaged in, making or receiving any contribution of goods, services or money to or for the benefit of any Person, or in any country or territory that is the subject of Sanctions, other than in compliance with Sanctions Laws and regulations; (viii) the United States and its Related Parties; or (ix) any other Governmental Authority (or Related Party thereof) to which Moderna (through an Affiliate or other Person) provides any Product.

1.65 "**Sanctions**" means any economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by any United States Governmental Authority (including but not limited to OFAC), the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority.

1.66 "**SEC**" has the meaning set forth in Section 8.6.

1.67 "**Specifications**" means the specifications or similar requirements for the Product that are provided by Moderna to Purchaser in writing and expressly designated as such.

1.68 "**Technical Dispute**" has the meaning set forth in Exhibit C attached hereto.

1.69 "**Term**" has the meaning set forth in Section 12.1.

1.70 "**Territory**" means Switzerland.

1.71 "**Third Party**" means any Person other than (a) Purchaser or any of its Related Parties or (b) Moderna or any of its Affiliates.

1.72 "**Total Payment**" [redacted]

1.73 "**Trademark**" means trademarks, service marks, certification marks, trade dress, internet domain names, trade names, identifying symbols, designs, product names, company names, slogans, logos or insignia, whether registered or unregistered, and all common law rights, applications and registrations therefor, and all goodwill associated therewith.

1.74 "**Updated First Delivery Date**" has the meaning set forth in Section 6.3(i).

1.75 "**Willful Misconduct**" has the meaning set forth in Section 4.1.

2. MANUFACTURING CAPACITY; MODERNA OBLIGATIONS

2.1 MoU Commitment. [redacted] referred to in Section 5.1 was made by Purchaser pursuant to the MoU in consideration of Moderna establishing formulated bulk product manufacturing capacity outside the United States and reserving the MOU Order Volume (as defined in the MoU) for the Purchaser for the demand confirmation process.

2.2 Moderna Responsibilities. Subject to the terms and conditions of this Agreement, in consideration of the [redacted] Moderna will, whether itself or through an Affiliate, agent, contractor, collaborator or other designee, solely control and assume all responsibility for the following main tasks and duties:

(i) use [redacted] to seek and obtain and, if and when granted, maintain all relevant regulatory authorizations and approvals, including Marketing Approval for the Product in the Territory, from the Regulatory Authority in the Territory, to manufacture and deliver the Product to Purchaser in the Territory as well as perform other relevant regulatory activities for the Product in the Territory, as further described in Section 7;

(ii) Manufacture the Product at a Manufacturing Site and deliver the Product to Purchaser at a Delivery Site in the Territory in accordance with this Agreement, the Specifications, cGMPs, GDP and Applicable Laws, as further described in Section 6;

(iii) obtain any required license, permit, approval, authorization, consent or the like for (A) the exportation of the Product from the Manufacturing Site and/or (B) the importation of the Product in the Territory;

(iv) export and transport the Product from a foreign delivery site to the Delivery Site, and be the exporter of record with respect to the Product delivered to the Delivery Site under this Agreement;

(v) import the Product into the Territory to the Delivery Site, and be the importer of record with respect to the Product delivered to the Delivery Site under this Agreement;

(vi) fill, finish and pack the Product in a manner that is in accordance with cGMP, GDP and Applicable Laws;

(vii) store the Product in a manner that is in accordance with the Specifications and Applicable Law prior to Delivery; and

(viii) comply with Applicable Law, including, as and to the extent applicable, GCP, GDP, GLP and cGMP, in relation to its rights and obligations in relation to the Product and its activities under this Agreement;

(ix) provide Purchaser in writing with the Specifications of the Product at least [redacted] prior to Delivery. The minimum content of the Specifications will include (a) product composition (primary packaging, stability, shelf-life, secondary packaging), (b) dose regimen, (c) labelling, (d) storage and transport, (e) reconstitution, (f) administration and (g) duration of immunization; and

(x) not take any action that will have a material adverse effect on any Marketing Approvals for the Product in the Territory.

3. GOVERNANCE.

3.1 Moderna will appoint a Moderna representative (the "**Project Manager**") to be responsible for overseeing the conduct of the activities of Moderna under this Agreement. Purchaser will appoint a Purchaser representative (the "**Purchaser Representative**") to be responsible for overseeing the conduct of the activities of Purchaser under this Agreement. The Project Manager and the Purchaser Representative will coordinate the performance of all such activities. Unless otherwise mutually agreed to by the Parties, all communications between Moderna and Purchaser regarding the conduct of the obligations under this Agreement will be addressed to or routed through the Project Manager and the Purchaser Representative. Moderna or Purchaser may, at its option, appoint, designate and substitute the Project Manager or the Purchaser Representative, respectively, by providing written notice to the other Party.

4. PURCHASER OBLIGATIONS.

4.1 Indemnification of Moderna Parties. Purchaser will indemnify each of the Moderna Parties, and defend and hold each of them harmless, [redacted]

[redacted]

[redacted]

4.2 Indemnification Procedure. [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

4.3 Limitations on Indemnification. The indemnification set out above in Section 4.1 and the related provisions in Sections 4.2 through 4.8 are intended to be interpreted broadly in favor of indemnification and to provide indemnification to the extent permitted by [redacted] law and this Agreement. The indemnification set forth above is limited as described in the last paragraph of Section 4.1. The indemnification set out in Section 4.1 and the related provisions in Sections 4.2 through 4.8 will otherwise be [redacted] he indemnifications set out in Section 4.1 and the related provisions in Sections 4.2 through 4.8 shall survive until the 12th (twelfth) anniversary following the Effective Date (the "**Survival Date**"); *provided*, [redacted]

4.4 [redacted]

4.5 [redacted]

4.6 Attorney's Fees and Expenses. [redacted]

4.7 Suspension and Termination. In the event that Purchaser fails to comply with any of its obligations under Sections 4.1 through 4.8 and does not cure the breach within [redacted] calendar days after its receipt of a written reminder to this effect, Moderna will be entitled to (i) immediately suspend (a) performance of any or all of its obligations under this Agreement in its sole discretion and (b) any rights granted to Purchaser under this Agreement in relation to the Manufacture, testing,

development, delivery, export, import, distribution, administration, sale, offer for sale, donation or use of the Product, in each case until such failure to comply is fully cured and without being in breach of this Agreement or waiving Moderna's right to demand indemnification under this Agreement, or (ii) terminate this Agreement in accordance with Section 12.2(v) as a material breach of this Agreement..

4.8 Set-off. Moderna will be entitled, to the fullest extent permitted by applicable Law, to set-off and apply against any amounts payable to Purchaser (including pursuant to Section 5.7) or any Related Party (other than import and export duties, income tax, corporation tax, capital gains tax, value added tax, or any other taxes), any amounts owed to Moderna or any other Moderna Party by Purchaser under the indemnification in Sections 4.1 through 4.8 or under Section 5.2(ii) or 5.3. Any other set-off right of Moderna is expressly excluded [redacted]

4.9 Purchaser Responsibilities. Subject to the terms and conditions of this Agreement, Purchaser will solely control and assume all responsibility, at Purchaser's own cost and expense, for the following tasks and duties:

(i) [redacted]

(ii) store the Product after delivery to Purchaser in the Territory, or to the Related Parties and/or the Third Party/ies designated by Purchaser in the Territory in accordance with the Specifications and Applicable Law;

(iii) distribute the Product in the Territory whether through the Third Party/ies designated by Purchaser or otherwise;

(iv) indemnify Moderna in accordance with this Agreement and Applicable Laws as further described in Section 4.1 through 4.8;

(v) comply with Applicable Law in relation to its rights and obligations in relation to the Product and its activities under this Agreement; and

(vi) not take any action that will or could reasonably be expected to have a material adverse effect on any Marketing Approvals for the Product in the Territory.

4.10 Territory Restrictions.

(i) [redacted]

(ii) [redacted]

4.11 Exceptions to Territory Restrictions. [redacted] Purchaser and its Related Parties may provide the Product to (i) the Principality of Liechtenstein [redacted]

4.12 Approved Dose. Purchaser acknowledges that no dose other than that specified in the Marketing Approval for the Product (as and when granted) in the Territory has been approved or recommended by Moderna, and Moderna makes no representations or warranties regarding the use of the Product at any dose other than such dose. Any Off-Label Use of the Product will void the right of Purchaser to make a Product Claim hereunder or to receive any remedy associated therewith. Purchaser will immediately notify Moderna in the event that Purchaser becomes aware that any Product has been packaged, administered or used in any manner other than in accordance with the Marketing Approval for the Product in the Territory, including for any Off-Label Use. Moderna will be entitled to disclose such information to any Governmental Authority or Regulatory Authority in any country or jurisdiction in connection with compliance with its legal or regulatory obligations.

5. PAYMENT; REFUND.

5.1 [redacted]

5.2 Payments.

(i) [redacted]

(ii) Subject to Section 5.7, within [redacted] days after the grant of Marketing Approval for the Product in the Territory, [redacted]

5.3 [redacted] Upon Purchaser's request, Moderna will provide Purchaser with copies of the underlying invoices or documentation (if

applicable). [redacted]

5.4 Payment Instructions. All amounts payable to Moderna under this Agreement will be paid in U.S. Dollars, [redacted]

5.5 Taxes.

(i) All payments hereunder will be exclusive of any sales taxes, VAT, duties, levies, surcharges, or other similar taxes or governmental charges and any penalties levied thereon and will be increased as a result of any such amounts.

(ii) Each Party will be solely responsible for the payment of all taxes imposed on its share of income arising directly or indirectly from the activities of the Parties under this Agreement.

(iii) [redacted]

(iv) The Parties will cooperate with respect to all documentation required by any taxing authority, the preparation of any tax returns, or reasonably requested by either Party to secure a reduction in the rate of applicable taxes.

(v) The principles of this Section 5.5 will apply *mutatis mutandis* to any payments to Moderna or any Affiliate thereof in connection with the MoU.

5.6 Moderna will exercise [redacted] to ensure that an amount equal to at least [redacted] of the Total Payment will be invested into, or committed to, the Product Manufacturing and supply capabilities in Switzerland.

5.7 Refunds. If any refund is required to be paid by Moderna to Purchaser pursuant to Section 6.3(ii), 6.3(iii), 6.3(iv), 6.3(v), 6.3(vi), 10.1(iv) or 12.3(v), or as a result of the Term expiring following the occurrence of the Cessation Date (if any), any such refund shall occur no later than [redacted] days following such refund becoming due hereunder. [redacted] by Moderna to

Purchaser will first be satisfied through [redacted] Moderna's maximum aggregate liability to Purchaser for refunds under or in connection with this Section 5.7, or for a failure to make payments properly due under this Section, will not exceed [redacted] For the avoidance of doubt, in no event shall Purchaser receive refunds under more than one of the following Sections upon the expiration or termination of this Agreement: Section 6.3(iv), Section 6.3(v), Section 6.3(vi), Section 12.3(ii) and Section 12.3(v).

6. MANUFACTURING AND DELIVERY.

6.1 Manufacture and Supply. Moderna will Manufacture the Product delivered pursuant to this Agreement in accordance with this Agreement, the Specifications, cGMPs, and Applicable Laws. Unless otherwise provided in Exhibit A, the vials of the Product supplied by Moderna to Purchaser under this Agreement will have the same dose of Product per vial as the majority of doses of Product supplied by Moderna to the other non-US purchasers in the demand confirmation process.

6.2 Subcontracting. Moderna may subcontract all or any part of the Manufacture or supply of the Product or any other of its obligations related to the supply chain of the Product under this Agreement (such as storage, packing, transport and delivery) to any of its Affiliates or any Third Party(ies); *provided*, *however*, that (i) Moderna shall have previously informed Purchaser in writing of any such subcontracting and (ii) Moderna shall remain liable to Purchaser for all actions and omissions of any of its Affiliates or any Third Party(ies) under any such subcontracting. [redacted]

6.3 Delivery Schedule; Delivery.

(i) Subject to the terms set forth herein (including Section 6.3(ii), Section 6.3(iii) and Section 10.1(i)), Moderna will supply the Confirmed Volume to Purchaser in accordance with this Agreement. Exhibit D contains information related to the estimated delivery of the Product to Purchaser in calendar years 2021 and 2022, including the anticipated first delivery date for the Product to Purchaser (the "**Anticipated First Delivery Date**"). Moderna will provide an update to Exhibit D on or about [redacted] the "**Anticipated Delivery Schedule**"), which is intended to be for informational purposes only. Moderna will provide a subsequent update to Exhibit D on or before [redacted] (as may be amended in accordance with Section 6.3(ii) or Section 6.3(iii), the "[redacted]"), including the updated Anticipated First Delivery Date (the "**Updated First Delivery Date**"). On or before [redacted] and continuing each calendar month until the end of the Term, Moderna will give a rolling update on the status of the delivery of the Product to Purchaser.

(ii) If the [redacted] provides that the Updated First Delivery Date is more than [redacted] days after the Anticipated First Delivery Date (other than as provided in sub-subsections (A) and (B) below), Purchaser may, by notice in writing received by Moderna at any time on or before [redacted] the "**First Delivery Date Reduction Notice**"), reduce the Confirmed Volume by up to [redacted] (the amount of such reduction, the "**Reduction Percentage**"), and the definition of Confirmed Volume will be deemed to be amended accordingly. [redacted]

[redacted]. The First Delivery Date Reduction Notice will include the Reduction Percentage requested by Purchaser, and will be deemed void and have no effect hereunder if received by Moderna after [redacted]. Following any such reduction, Moderna will, after consultation with Purchaser, promptly provide an updated [redacted], which will thereafter be the [redacted] for all purposes hereunder.

(A) Where Purchaser requests a delay to any of the Delivery Dates in the [redacted] (whether as a result of it being anticipated that there will be no Marketing Approval granted for the Product in the Territory before the relevant Delivery Date(s), or otherwise), Purchaser shall not be entitled to reduce the Confirmed Volume under this Section 6.3(ii).

(B) Where the [redacted] provides that the Updated First Delivery Date is more than [redacted] days after the Anticipated First Delivery Date, and such delay arises from Moderna's good faith understanding from the Regulatory Authority in the Territory that a Marketing Approval for the Product in the Territory will not have been granted by the Updated First Delivery Date, or a multi-lingual drug label is required for the Product in the Territory, there shall be deemed to be no delay to the Anticipated First Delivery Date, and Purchaser shall not be entitled to reduce the Confirmed Volume under this Section 6.3(ii), *provided*, that Moderna has cooperated with the Governmental Authorities and the Regulatory Authority in the Territory as required by this Agreement.

(iii) If Moderna (itself or through its Affiliates, collaborators or contractors) has not obtained Marketing Approval for the Product in the Territory on or before [redacted] Purchaser may by notice in writing received by Moderna at any time on or before [redacted] reduce the then current Confirmed Volume by up to [redacted] In such case, (i) the definition of Confirmed Volume will be deemed to be amended accordingly and (ii) Purchaser will be entitled to a refund pursuant to Section 5.7 in the amount equal to the quantity of [redacted] by which the then current Confirmed Volume has been reduced under this Section 6.3(iii) [redacted] Following any such permitted reduction, Moderna will, after consultation with Purchaser, promptly provide an updated [redacted], which will thereafter be the [redacted] for all purposes hereunder. This Section 6.3(iii) will also apply where the Regulatory Authority in the Territory requires Moderna or any Moderna Party to carry out any additional non-clinical trials or clinical trials prior to Marketing Approval for the Product in the Territory; *provided*, that (x) Purchaser would bear all of the costs and expenses thereof and (y) Moderna would only be required for the purposes of this Section 6.3(iii) to carry out any such additional non-clinical trials or clinical trials if such trials could reasonably be completed in time to obtain Marketing Approval for the Product in the Territory by [redacted]; and *provided, further,* that if (A) Purchaser does not bear all of the costs and expenses for such additional non-clinical trials or clinical trials, or (B) such additional non-clinical trials or clinical trials could not reasonably be completed in time to obtain Marketing Approval for the Product in the Territory by [redacted], then Moderna would not be required for the purposes of this Section 6.3(iii) to carry out any such additional non-clinical trials or clinical trials.

(iv) If Moderna (itself or through its Affiliates, collaborators or contractors) has not obtained Marketing Approval for the Product in the Territory on or before [redacted] after Moderna has cooperated with the Governmental Authorities and the Regulatory Authority in the Territory as required by this Agreement but the Product has obtained another Relevant Marketing Approval, and (a) Moderna has provided written notice to Purchaser on or before [redacted] indicating that Moderna does not reasonably expect to deliver to Purchaser all of the then current Confirmed Volume on or before [redacted], or (b) if such written notice referenced in clause (a) is not provided by Moderna to Purchaser on or before [redacted], and Moderna has not

actually delivered to Purchaser all of the then current Confirmed Volume on or before [redacted], then, if the Term expires as a result of Section 12.1(c), Purchaser will be entitled to a refund pursuant to Section 5.7 in an amount equal to (A) [redacted] This Section 6.3(iv) will also apply where the Regulatory Authority in the Territory requires Moderna or any Moderna Party to carry out any additional non-clinical trials or clinical trials prior to Marketing Approval for the Product in the Territory; *provided*, that (x) [redacted] and (y) Moderna would only be required for the purposes of this Section 6.3(iv) to carry out any such additional non-clinical trials or clinical trials if such trials could reasonably be completed in time to obtain Marketing Approval for the Product in the Territory by [redacted]; and *provided, further,* that if (A) [redacted] for such additional non-clinical trials or clinical trials, or (B) such additional non-clinical trials or clinical trials could not reasonably be completed in time to obtain Marketing Approval for the Product in the Territory by [redacted] then (1) Moderna would not be required for the purposes of this Section 6.3(iv) to carry out any such additional non-clinical trials or clinical trials and (2) Moderna's or any Moderna Party's conduct of such additional non-clinical trials or clinical trials is not required for Moderna to be in compliance with its obligations to cooperate with the Governmental Authorities and the Regulatory Authority in the Territory under this Agreement.

(v) If Moderna (itself or through its Affiliates, collaborators or contractors) has obtained Marketing Approval for the Product in the Territory on or before [redacted] and (a) Moderna has provided written notice to Purchaser on or before [redacted] indicating that Moderna does not reasonably expect to deliver to Purchaser all of the then current Confirmed Volume on or before [redacted] or (b) if such written notice referenced in clause (a) is not provided by Moderna to Purchaser on or before [redacted], and Moderna has not actually delivered to Purchaser all of the then current Confirmed Volume on or before [redacted], then, if the Term expires as a result of Section 12.1(c), Purchaser will be entitled to a refund pursuant to Section 5.7 in an amount equal to (A) [redacted] that has not actually been delivered to Purchaser prior to such expiration of this Agreement if and only to the extent Purchaser has not exercised any of its right to reduction of the [redacted]

(vi) If (a) Moderna has provided written notice to Purchaser on or before [redacted] indicating that Moderna does not reasonably expect the Product to obtain any Relevant Marketing Approval on or before [redacted] or (b) if such written notice referenced in clause (a) is not provided by Moderna to Purchaser on or before [redacted], and the Product has not obtained any Relevant Marketing Approval on or before [redacted] then, if the Term expires as a result of Section 12.1(c), Purchaser will be entitled to a refund pursuant to Section 5.7 in an amount equal to (A) [redacted]

(vii) Moderna will make available each quantity of the Product required under this Agreement to Purchaser at the Delivery Site in accordance with GDP. The Project Manager and the Purchaser Representative will coordinate the date of each delivery of Product to the Delivery Site (the "**Delivery Date**"), and Purchaser shall ensure that the Delivery Site is available for receipt of Product upon the Delivery Date subject to a minimum advance notice of [redacted] calendar days. [redacted]

[redacted]

(viii) Moderna will disclose to Purchaser no later than [redacted] days prior to each Delivery Date:

(A) if and to what extent the bulk Product has not been Manufactured (excluding, for the avoidance of doubt, any non-bulk Manufacturing of the Product (which exclusion includes fill, finish, packaging and packing of the Product)) by [redacted] (each a "**Non-[redacted] Manufactured Product**"). In the absence of any such disclosure by Moderna, Purchaser will be entitled to assume that the bulk Product has been Manufactured (excluding, for the avoidance of doubt, any non-bulk Manufacturing of the Product (which exclusion includes fill, finish, packaging and packing of the Product)) by [redacted]. If Moderna delivers such a notice under this Section 6.3(viii)(A), Purchaser will be entitled, in its sole discretion, to oppose to the Delivery of all or part of such Non-[redacted] Manufactured Products by written notice to Moderna within [redacted] days after the date of receipt of Moderna's notice. If Purchaser exercises its right in the prior sentence to oppose Delivery of any Non-[redacted] Manufactured Product, Moderna will have to Deliver Product that is not Non-[redacted] Manufactured Product as promptly as practicable following Delivery of such notice; and

(B) the anticipated Delivery Date of the Product if such Delivery Date is prior to obtaining Marketing Approval for the Product in the Territory, after which Purchaser may, within [redacted] days after the date of receipt of Moderna's notice, request that Moderna delay such Delivery Date until no later than the earlier of (x) [redacted] days following the date of receipt of Moderna's notice and (y) [redacted] (the "**Purchaser Requested Delivery Date**"); *provided*, that Purchaser acknowledges and agrees that if any Relevant Marketing Approval has been obtained, Moderna may Deliver Product to Purchaser at any time following the Purchaser Requested Delivery Date (or such Delivery Date if Purchaser does not request a delay) even if Marketing Approval for the Product in the Territory has not been obtained on or prior to the date of any such Delivery.

6.4 Acceptance/Rejection of Product.

(i) Product Claim. Subject to Section 4.12, Purchaser may claim a remedy (a "**Product Claim**") for any portion of Product delivered to Purchaser under this Agreement for which Moderna [redacted] ("**Deficient Product**"). Purchaser will inspect the Product, or documentation provided by or on behalf of Moderna, upon delivery or receipt (as applicable) and will give Moderna written notice of all Product Claims within [redacted] days after such delivery or receipt [redacted] If Purchaser fails to provide a Product Claim within the applicable [redacted] day period, then the Product will be considered to have been accepted by Purchaser [redacted] day. Moderna will have no liability for any deficiency or claim for which it has not received notice from Purchaser within the

applicable [redacted] day period. The Parties expressly waive the statutory obligations pursuant to, and the application of article 201 CO.

(ii) Sole Remedy for Product Claims. [redacted] (in contract, tort, negligence or otherwise), for Deficient Products; *provided*, that Deficient Products shall be deemed not to be delivered for compliance check purposes with any delivery schedule under this Agreement. [redacted]

(iii) Determination of Deficiency. Upon receipt of a Product Claim, Moderna will have [redacted] days to advise Purchaser by notice in writing whether it disagrees with the contents of the Product Claim. If, after joint testing or investigation has been performed, the Parties still cannot agree on the root cause, the provisions of Exhibit C will apply and, after the required negotiation, the dispute will be handled as a Technical Dispute.

6.5 Disposition of Deficient Product. Purchaser will not dispose of any damaged, returned, or Deficient Product for which it intends to assert a Product Claim against Moderna without Moderna's prior written authorization to do so. Subject to Applicable Laws in the Territory, Moderna may instruct Purchaser to return the Product to Moderna to a location identified by Moderna. [redacted] If the Product is eventually not considered a Deficient Product either by agreement among the Parties or as the outcome of the Technical Dispute, Purchaser will bear the cost of return and disposition thereof.

6.6 [redacted]

6.7 Pricing Terms. [redacted]

[redacted]

6.8 Dose Variation. Purchaser acknowledges that if the ongoing clinical studies of the Product result in a recommended dose that is different from 100 micrograms, then variance in number of equivalent doses delivered would be expected [redacted] For purposes of clarification by way of example, in the event that the dose required for the Product regimen should increase from [redacted] Notwithstanding anything to the contrary in the first sentence of Section 4.12, in accordance with applicable Laws, Purchaser, or the applicable Regulatory Authority in the Territory, may opt to administer the Product in the Territory in a dose that is different from such finally-determined dose and any such election would not trigger any change to the [redacted] *provided*, that nothing in this Agreement will require Moderna to perform [redacted]

6.9 Supply Timing. If Marketing Approval for the Product in the Territory is granted on or before [redacted] and requested by Purchaser in writing to Moderna, Moderna will use [redacted] to accelerate Delivery of up to [redacted] of Product to Purchaser in the [redacted] (if such Marketing Approval is received reasonably prior to [redacted] and in the aggregate with the doses already scheduled to be Delivered in the [redacted] or as soon as reasonably practicable thereafter.

7. REGULATORY.

7.1 Licences for Medicinal Products in the Territory. Moderna shall use [redacted]

7.2 Marketing Approval.

(i) Moderna (itself or through its Affiliates, collaborators or contractors) will use [redacted] to seek as soon as reasonably possible and, to the extent permitted by the Regulatory Authority in the Territory, commence the rolling submission process for the Marketing Approval for the Product with such Regulatory Authority in the Territory no later than [redacted] after securing the first Relevant Marketing Approval and obtain and, if and when granted, maintain, at its own cost and expense, the Marketing Approval for the Product in the Territory and make use thereof.

(ii) For the purposes of the Marketing Approval in the Territory, Moderna (itself or through its Affiliates, collaborators or contractors) will use [redacted] to make available to the Regulatory Authority in the Territory, at its own cost and expense, all relevant data package(s) and other information/documents relating to Marketing Approval application as such data

become available, respectively as required by the Regulatory Authority in the Territory for the Product in the Territory; *provided*, *however*, that should Moderna be required by the Regulatory Authority in the Territory to carry out any additional non-clinical trials, clinical trials or post-approval trials, Moderna will do so and recharge the costs thereof to Purchaser. All other costs related to the Marketing Approval for the Product in the Territory shall be borne by Moderna.

(iii) After such other authorization or approval is obtained, then, as between the Parties, Moderna or its designee will be the Marketing Approval holder for the Product in the Territory. Purchaser will not, and will not procure or enable any other Person to, apply for or obtain Marketing Approval for the Product in the Territory without the prior written consent of Moderna.

7.3 Pharmacovigilance. Moderna will handle, at its own cost, the reporting and handling of safety information involving the Product in accordance with Applicable Laws on pharmacovigilance and clinical safety. To this end, upon Moderna's written request, Moderna may ask for the cooperation of Purchaser, in which case the Parties will negotiate in good faith and enter into a SDEA within such time period as is necessary to ensure that all regulatory requirements are met (but in no event later than [redacted] days after the date of Moderna's written request), which will include safety data exchange procedures governing the exchange of information affecting the Product (including serious adverse events and emerging safety issues to enable Moderna to comply with all of its legal and regulatory obligations related to the Product).

7.4 Product Recalls.

(i) The Parties will maintain at their own cost records necessary to permit a Recall of any Product delivered to Purchaser or customers of Purchaser. Each Party will promptly notify the other Party of any information which might affect the marketability, safety or effectiveness of the Product or which might result in the Recall or seizure of the Product in the Territory. Upon receiving this notice or upon this discovery, each Party will stop making any further shipments of any Product in the Territory in its possession or control until a decision has been made whether a Recall or some other corrective action is necessary. The decision to initiate a Recall or to take some other corrective action, if any, with respect to the Product in the Territory will be made and implemented by Moderna, in accordance with Applicable Laws. "**Recall**" means any action: (a) to recover title to or possession of quantities of the Product sold or shipped to any Person in the Territory for the purposes of field safety corrective actions or where Moderna reasonably believes that such actions are necessary due to safety concerns; (b) by any Regulatory Authority to detain or destroy any of the Product; or (c) to refrain from selling or shipping quantities of the Product to any Person in the Territory which would be subject to a Recall if sold or shipped.

(ii) If: (a) the Regulatory Authority issues a directive, order or, following the issuance of a safety warning or alert about a Product, a written request that any Product be Recalled in the Territory; (b) a court of competent jurisdiction orders a Recall in the Territory; or (c) Moderna determines that any Product should be Recalled or that a "Dear Doctor" letter is required relating the restrictions on the use of any Product in the Territory, then Purchaser will cooperate as reasonably required by Moderna, having regard to all Applicable Laws.

(iii) [redacted]

7.5 Records. Moderna will keep and maintain at its own costs records of the Manufacture, testing and shipping of the Product delivered under this Agreement for a period of [redacted] years after delivery of such Product, or such longer period as required by Applicable Law.

7.6 Relevant Vaccine Law. Purchaser will, as soon as reasonably possible after the Effective Date and in any event before any administration or use of the Product in the Territory, apply for a recommendation from the competent advisory Federal Commission for Vaccinations that vaccination against COVID-19 or SARS-CoV-2 infections, such that (i) the Product is included within the scope of the Swiss federal law on epidemics and (ii) any persons (including both adults and children) who are injured or die as a result of the administration or use of the Product will be entitled to claim payment of the relevant subsidiary compensation thereunder.

7.7 Drug Label. Moderna (itself or through its Affiliates, collaborators or contractors) will comply at its own costs with applicable labeling requirements for the Product in the Territory in all material respects, subject to any exceptions or procedural relief that may be granted by the Regulatory Authority in the Territory. Purchaser shall not be entitled to the remedies under Section 6.3(ii) for a duration corresponding to any reasonable delay caused by the development of a trilingual label, insert specific to the Territory or other solution to the Territory's trilingual requirements for the Product so long as Moderna continues to work in good faith with the Regulatory Authority in the Territory in connection therewith.

7.8 Notice Obligations. Moderna will provide Purchaser with prompt written notice of its receipt of any Relevant Marketing Approval or that Moderna and its Affiliates have discontinued worldwide clinical development of the Product due to clinical failure or otherwise.

8. CONFIDENTIALITY.

8.1 Non-Disclosure and Non-Use. Except as set forth herein, each Party and its Affiliates (in the case of Moderna) or its Related Parties (in the case of Purchaser) will keep completely confidential and will not disclose to any Person any Confidential Information of the other Party, except in accordance with Section 8.2, 8.3, 8.4 or 8.6. Neither Party will use Confidential Information of the other Party except as necessary to perform its obligations or to exercise its rights under this Agreement. Notwithstanding anything to the contrary herein, Purchaser will not permit or enable the disclosure of Confidential Information of Moderna to, or use any Confidential Information of Moderna by, any Third Party involved in the research, development, manufacturing or commercialization of any mRNA construct (or formulation thereof) or lipid nanoparticle. Without Purchaser's consent and except as expressly provided for herein (as if such information is Confidential Information of Purchaser), Moderna will not disclose to any other Person (other than representatives of Moderna or any of its Affiliates) any Agreement Information in any way that identifies Purchaser or its Related Parties or would reasonably be expected to identify Purchaser or its Related Parties.

8.2 Exclusions. The obligations of nondisclosure and non-use set forth in Section 8.1 will not apply to the extent that such Confidential Information:

(i) is known by the receiving Party at the time of its receipt (and not pursuant to the MoU or discussions relating to the MoU or through a prior disclosure by or on behalf of the disclosing Party, any of its Affiliates or Related Parties, as applicable, any of its or their representatives), as documented by the receiving Party's contemporaneous written business records;

(ii) at the time of disclosure by the disclosing Party, any of its Affiliates or Related Parties, as applicable, or any of its or their representatives is in the public domain;

(iii) becomes part of the public domain, by publication or otherwise, through no fault of the receiving Party, any of its Affiliates or Related Parties, as applicable, or any of its or their representatives; or

(iv) is subsequently disclosed to the receiving Party, without restriction as to confidentiality or use, by a Third Party who is lawfully and contractually entitled to the possession and disclosure of such Confidential Information; or

(v) is developed by the receiving Party independently without use of, reliance upon or reference to Confidential Information received from the disclosing Party, any of its Affiliates or Related Parties, as applicable, or any of its or their representatives, as documented by the receiving Party's contemporaneous written business records.

8.3 Authorized Disclosures. Each receiving Party agrees to institute and maintain security procedures to identify and account for all copies of Confidential Information of the disclosing Party. Notwithstanding the obligations of confidentiality and non-use set forth above:

(i) a receiving Party may provide Confidential Information disclosed to it to the extent agreed to in writing in advance by the disclosing Party;

(ii) a receiving Party may provide Confidential Information disclosed to it to such Party's professional advisors;

(iii) Purchaser will be permitted to discuss this Agreement (and its terms) and share Confidential Information with personnel within its administration who: (a) have a need to know such information in order to execute this Agreement or to pay any amounts or to make or approve any decisions hereunder or to audit any payment or decision made hereunder; (b) are legally bound to keep such information confidential and not disclose such information to any other Person outside its administration and restricts the use of such information, in each case, on terms no less stringent than the terms of this Section 8; (c) are informed of the confidential nature of such information; and (d) use such information solely for the permitted purpose set forth in Section 8.1;

(iv) Moderna will be permitted to discuss this Agreement (and its terms) with the Moderna Parties who (a) have a need to know such information in order to perform this Agreement; (b) are legally bound to keep such information confidential and not disclose such information to any other Person and restricts the use of such information, in each case, on terms no less stringent than the terms of this Section 8; (c) are informed of the confidential nature of such information and (d) use such information solely for the permitted purpose set forth in Section 8.1;

(v) Moderna will be permitted to disclose Confidential Information of Purchaser to Governmental Authorities in order to perform its obligations or exercise its rights under this Agreement; *provided,* that such Confidential Information will be disclosed only to the extent reasonably necessary to do so, and where permitted, subject to confidential treatment;

(vi) Purchaser and its Related Parties shall, during the Term and solely if and to the extent required under Applicable Law, have the right of inspection in relation to all information relating to the performance of this Agreement (but excluding, for clarity, any inspection of Lonza or any Third Party manufacturing site), which right is assignable to a Third Party who have a need to know such information under Applicable Law (such institutions being referred to as "**Control Organs**"). Moderna will grant such Control Organs access to such information and/or files relating to the subject matter of the Agreement and the contractual relationship between Purchaser and Moderna as well as be available for questions only to the extent required by applicable Law. Such Control Organs shall be legally bound to keep any such information and/or files confidential and not disclose such information to any Third Party. The Parties acknowledge and agree that (a) Moderna may redact information that is covered by confidentiality agreements concluded with Third Parties, and (b)

[redacted]

(vii) a receiving Party may disclose Confidential Information disclosed to it to the extent required by applicable Law; *provided,* that (A) if a Party is required by Law to disclose Confidential Information of the other Party that is subject to the confidentiality provisions of this Section 8, then if legally permitted, such Party will use [redacted] to prevent and limit the disclosure of such Confidential Information and promptly inform the other Party of the disclosure that is being sought in order to provide the other Party an opportunity to challenge or limit the disclosure; (B) if Purchaser receives a request under the relevant freedom of information legislation or similar Law ("**FOIA**") to disclose any Confidential Information, it will notify Moderna as soon as reasonably practicable, and in any event within [redacted] days of receiving the request, Purchaser will work with Moderna to assess which exemption(s) under FOIA may apply to the request to disclose any Confidential Information, and will use its [redacted] to resist disclosure of any Confidential Information, whether using the exemption(s) identified or otherwise, in each case in accordance with Applicable Laws in the Territory; and (C) Confidential Information that is required to be disclosed by Law will remain otherwise subject to the confidentiality and non-use provisions of this Section 8; and

(viii) Moderna will be permitted to disclose Confidential Information of Purchaser to any bona fide actual or prospective acquirers, underwriters, financial advisors, investors, lenders, or other non-strategic financing sources and any bona fide actual or prospective collaborators, licensors, licensees, or strategic partners and to employees, directors, agents, consultants, and advisers of any such Third Party, in each case, who are under obligations of confidentiality and non-use with respect to such information that is no less stringent than the terms of this Section 8 (but of duration customary in confidentiality agreements entered into for a similar purpose with underwriters, financial advisors, investors, lenders, or other non-strategic financing sources but not less than two (2) years).

(ix) Purchaser and the Swiss authorities (including the Parliament, the government and the administration) may communicate with authorities and governments of foreign states with which Switzerland will share the supply of the Product to the extent the latter is at least in part manufactured in Switzerland; *provided,* that (i) such communications are required by applicable Law in relation to the export of the Product to such foreign states and (ii) such communications will not refer to the costs under this Agreement, the price per dose or the pricing of any order by Purchaser.

8.4 Publicity; Press Releases. Subject to Section 8.6, each Party will not, and will cause each of its Affiliates or Related Parties, as applicable, and representatives not to, issue or cause the publication of any press release or other public announcement with respect to this Agreement, the subject matter hereof or the transactions contemplated hereby without the prior written consent of the other Party; *provided,* that (a) upon the request of a Party, the other Party will cooperate in good faith with such Party in making a press release relating to this Agreement, the subject matter hereof and the transactions contemplated hereby and (b) Purchaser either directly or through other Swiss authorities (including the Parliament, the government and the administration) may publicly announce their vaccination strategy, including general comments that they have entered into an agreement with Moderna on the reservation of production capacity and supply of a vaccine for COVID 19. Any such comments may refer to the number of people that the Swiss authorities are aiming to vaccinate with the Product, but none of the costs under this Agreement, the price per dose, the volume of the Product committed or delivered hereunder or the pricing of any order by Purchaser. Either Party may subsequently publicly disclose any information previously contained in any public announcement made in accordance with this Section 8.

8.5 Data Protection and Security Standards. Without prejudice to any other provision of this Agreement, in the event that Moderna intends to provide to Purchaser any sensitive Confidential Information, the Parties will negotiate in good faith mutually acceptable Data Protection and Securities Standards.

8.6 Securities Filings. Notwithstanding anything to the contrary herein, Purchaser acknowledges and agrees that Moderna and its Affiliates may submit this Agreement (and any other agreement entered into in connection herewith) to the United States Securities and Exchange Commission (the "**SEC**") or any securities exchange for which its securities are listed and if Moderna or any such Affiliate does submit this Agreement (and any other agreement entered into in connection herewith) to the SEC or any such securities exchange for filing, Moderna agrees to consult with Purchaser with respect to the preparation and submission of a confidential treatment request for this Agreement, if confidential treatment is available for such disclosure. If Moderna or any of its Affiliates is required by applicable Law to make a disclosure of the terms of this Agreement in a filing with or other submission to the SEC or any securities exchange for which its securities are listed or otherwise to comply with applicable Law, and (i) Moderna has provided copies of the disclosure to Purchaser with reasonable advance notice of such filing or other disclosure under the circumstances, (ii) Moderna has promptly notified Purchaser in writing of such requirement and any respective timing constraints, and (iii) Moderna has given Purchaser a reasonable amount of time under the circumstances (and to the extent reasonably practicable taking into account the time deadline for the applicable filing, advance notice of at least [redacted] days) from the date of notice by Moderna of the required disclosure to comment upon, request confidential treatment or approve such disclosure, then Moderna or such Affiliate will have the right to make such public disclosure at the time and in the manner reasonably determined by its counsel to be required by applicable Law. Notwithstanding anything to the contrary herein, it is hereby understood and agreed that if Moderna or any of its Affiliates is seeking to make a disclosure as set forth in this Section 8.6, and Purchaser provides comments within the respective time periods or constraints specified herein or within the respective notice, Moderna, such Affiliate or its counsel, as the case may be, will in good faith consider incorporating such comments.

9. INTELLECTUAL PROPERTY.

9.1 Moderna Technology. As between the Parties, all right, title and interest in and to all Moderna Technology will be the exclusive property of Moderna and no right or interest therein is transferred or granted to Purchaser under this Agreement. Purchaser acknowledges and agrees that it does not acquire a license or any other right to any Moderna Technology.

9.2 Use of Product Marks.

(i) Purchaser acknowledges that the Product Marks and all goodwill pertaining thereto are the exclusive property of Moderna or its Affiliates, that nothing in this Agreement grants Purchaser or any Person any right, title or interest therein, and that all use of the Product Marks by Purchaser or its Related Parties or any Person acting under its or their authority or instructions will inure to the benefit of Moderna.

(ii) Purchaser will not hold itself out as the owner of any of the Product Marks. Purchaser will not challenge or deny the validity of the Product Marks or Moderna's ownership thereof.

(iii) Purchaser will not use or attempt to register, or aid any Third Party in using or attempting to register, any Trademark or Internet domain name that in the opinion of Moderna is likely to cause confusion with any of the Product Marks.

(iv) Purchaser's use of the Product Marks is subject to control by Moderna, and Purchaser will discontinue use of any Product Marks to which Moderna objects. Purchaser will not use any of the Product Marks in a manner that diminishes the value of any of the Product Marks or disparages Moderna or its Affiliates.

(v) Purchaser will not modify, overprint, distort, change, remove or obscure any Product Marks associated with the Product as delivered by Moderna under this Agreement, *provided*, *however*, that any such Product Marks shall be compliant with Applicable Laws in the Territory.

(vi) In the event Purchaser becomes aware of potential confusion by any person between a Product Mark and a Third Party Trademark or Internet domain name, Purchaser will promptly notify Moderna and will provide Moderna with evidence in its possession in the enforcement and defense of the Product Mark, and, to the extent permitted by Applicable Law, cooperate in good faith with Moderna, at Moderna's cost and expense, in the enforcement or defense of the Product Mark.

(vii) Purchaser will reasonably cooperate with Moderna and its Affiliates, at Moderna's cost and expense, in the recordation of the Product Marks with customs authorities to help prevent the importation of counterfeit or infringing goods.

9.3 No Implied Licenses. Except as expressly provided in this Agreement, no Party will be deemed by estoppel, implication or otherwise to have granted the other Party any licenses or other right with respect to any intellectual property.

10. LIABILITY.

10.1 Limitation of Liability.

(i) [redacted]

(ii) [redacted]

(iii) [redacted]

[redacted]

(iv) [redacted]

(v) [redacted]

10.2 Consequential and Other Damages. UNDER NO CIRCUMSTANCES WHATSOEVER WILL MODERNA (OR ITS AFFILIATES) BE LIABLE TO PURCHASER (OR ITS RELATED PARTIES) IN CONTRACT, TORT, NEGLIGENCE, INDEMNITY, BREACH OF STATUTORY DUTY, OR OTHERWISE FOR: (I) ANY DELAY, PENALTY, LOSS OF PROFITS, OF ANTICIPATED SAVINGS, OF BUSINESS, OF GOODWILL, OR COSTS OF ANY SUBSTITUTE SERVICES; (II) ANY RELIANCE DAMAGES, INCLUDING TO COSTS OR EXPENDITURES INCURRED TO EVALUATE THE VIABILITY OF ENTERING INTO THIS AGREEMENT OR TO PREPARE FOR PERFORMANCE UNDER THIS AGREEMENT; OR (III) FOR ANY OTHER LIABILITY, DAMAGE, COSTS, PENALTY, OR EXPENSE OF ANY KIND INCURRED BY THE OTHER PARTY OF AN INDIRECT OR CONSEQUENTIAL NATURE, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF THESE DAMAGES.

10.3 Allocation of Risk. [redacted]

11. REPRESENTATIONS AND WARRANTIES.

11.1 Moderna Warranties. Moderna represents and warrants to Purchaser as of the Effective Date that:

(i) Moderna is a limited liability company ("*Gesellschaft mit beschränkter Haftung*") duly and lawfully incorporated and organized, validly existing, and in good standing under the Laws of Switzerland;

(ii) it has the full power and right to enter into this Agreement and to carry out its obligations under this Agreement;

(iii) the execution and delivery of this Agreement by Moderna has been authorized by all requisite company action and this Agreement is and will remain a valid and binding obligation of Moderna, enforceable in accordance with its terms, subject to laws of general application;

(iv) [redacted]

(v) [redacted]

(vi) [redacted]

(vii) [redacted];

(viii) Moderna is the sole legal and beneficial owner of all Product delivered pursuant to this Agreement and Purchaser shall accordingly acquire good and clear title to the Product, free and clear of all liens and encumbrances; and

(ix) to Moderna's knowledge, manufacture, supply and use of the Product in the Territory for COVID 19 does not infringe any valid, issued patent of any Third Party and there are no claims, demands, suits, proceedings, arbitrations, or other legal actions of any nature pending against Moderna or its Affiliates alleging or asserting any of the foregoing.

11.2 Purchaser Warranties. Purchaser represents and warrants to Moderna as of the Effective Date that:

(i) it has the full power and right to enter into this Agreement and to carry out its obligations under this Agreement;

(ii) the execution and delivery of this Agreement by Purchaser has been authorized by all requisite action and this Agreement is and will remain a valid and binding obligation of Purchaser, enforceable in accordance with its terms, subject to laws of general application;

(iii) the execution, delivery and performance of this Agreement, and compliance with the provisions of this Agreement, by Purchaser does not and will not: (a) violate in any material respect any provision of applicable Laws in the Territory or any ruling, writ, injunction, order, permit, judgment or decree of any Governmental Authority, or (b) constitute a material breach of, or default under (or an event which, with notice or lapse of time or both, would become a default under) or materially conflict with, or give rise to any right of termination, cancellation or acceleration of, any agreement, arrangement or instrument, whether written or oral, by which Purchaser or any of its assets are bound;

(iv) it has sufficient, liquid funds to pay all amounts hereunder; and

(v) the Product, if labelled, Manufactured and (if applicable) imported in accordance with this Agreement, the Marketing Approval by the Regulatory Authority in the Territory, and in compliance with cGMP and Applicable Laws, may be lawfully distributed, administered and used in the Territory.

11.3 Term of Warranties. The Moderna Warranties set forth in Section 11.1, respectively the Purchaser Warranties set forth in Section 11.2 shall expire on the fifth (5th) anniversary of the Effective Date. The Parties expressly waive the statutory obligations pursuant to, and the application of article 201 CO.

11.4 Disclaimer. MODERNA AND ITS AFFILIATES MAKE NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OF NON-INFRINGEMENT, OR REGARDING RESULTS OBTAINED THROUGH THE USE OF ANY PRODUCT.

12. TERM; TERMINATION.

12.1 Term. This Agreement will commence on the Effective Date and will continue until the earliest of (a) the date that all of the then current Confirmed Volume of the Product has been delivered by Moderna to Purchaser, (b) the Cessation Date, (c) [redacted] and (d) the termination of this Agreement in accordance with Section 12.2 (the "**Term**"). If Marketing Approval for the Product in the Territory is not obtained by [redacted] the Parties will discuss in good faith whether to extend the deadlines relating to the delivery of Product and the expiration of the Agreement as provided for in Section 12.1(c) (as well as the dates in Sections 6.3(iv), 6.3(v), 6.3(vi), 6.3(viii)(B) and 12.3(i)), and if the Parties agree to extend any such dates, the Parties will enter into an amendment to this Agreement to reflect such extension(s).

12.2 Termination.

(i) The Parties may terminate this Agreement for any reason by mutual written agreement if set forth in writing and executed by an authorized representative of each Party.

(ii) Moderna may terminate immediately this Agreement for cause by written notice to Purchaser if (a) [redacted] following the Effective Date pursuant to Section 5.2(i) or (b) [redacted] after the grant of Marketing Approval for the Product in the Territory pursuant to Section 5.2(ii), unless its failure to pay is caused by administrative or technical error and payment is made within [redacted] days of its due date.

(iii) Purchaser may terminate immediately this Agreement for cause, by written notice to Moderna upon the occurrence of any of the following: (a) Moderna ceases its business operations, (b) Moderna becomes insolvent or unable to pay its debts as they mature, or ceases to so pay them, or makes an assignment for the benefit of its creditors, (c) bankruptcy or insolvency proceedings under bankruptcy or insolvency code or similar law, whether voluntary or involuntary are properly commences by or against Moderna, (d) a trustee or receiver is appointed for Moderna over any or all of Moderna's assets, or (e) Moderna is dissolved or liquidated.

(iv) Purchaser may terminate this Agreement in its sole discretion, at any time upon thirty (30) days' prior written notice to Moderna. For the avoidance of doubt, in the event of termination by Purchaser under this Section 12.2(iv), Purchaser will remain liable for all payments owed pursuant to this Agreement.

(v) Either Party may terminate this Agreement, by written notice to the other Party, for any material breach of this Agreement by the other Party [redacted], if such breach is not cured within [redacted] days after the breaching Party receives written notice of such breach from the non-breaching Party; *provided*, *however*, that if such breach is not capable of being cured within such [redacted] day period and the breaching Party has commenced and diligently continued actions to cure such breach within such [redacted] day period, except in the case of a payment default, the cure period will be extended to [redacted] days, so long as the breaching Party is making diligent efforts to do so. Such termination will be effective upon expiration of such cure period; *provided,* that in the event that the breaching Party disputes in good faith the non-breaching Party's grounds for terminating this Agreement pursuant to this Section 12.2(v), then either of the Parties may refer such dispute for resolution in accordance with Section 13.3, and the provisions therein will apply.

12.3 Effects of Expiration or Termination.

(i) In the event of the expiration or termination of this Agreement in accordance with the terms hereof, this Agreement will forthwith become void and thereafter there will be no liability on the part of any Party, any Moderna Party or any Related Party; *provided*, that any expiration or termination of this Agreement will not affect any payments due prior to and unpaid as of the effectiveness of such expiration or termination; *provided*, *further*, that the provisions of Sections 4.1 through 4.8, 4.10, 4.11, 4.12, 5.3, 5.5, 6.3(iv) (solely in the case in which the Term expires as a result of Section 12.1(c) if Moderna (itself or through its Affiliates, collaborators or contractors) has not obtained Marketing Approval for the Product in the Territory on or before [redacted] after Moderna has cooperated with the Governmental Authorities and the Regulatory Authority in the Territory as required by this Agreement but the Product has obtained another Relevant Marketing Approval), 6.3(v) (solely in the case in which the Term expires as a result of Section 12.1(c) if Moderna (itself or through its Affiliates, collaborators or contractors) has obtained Marketing Approval for the Product in the Territory on or before [redacted] after Moderna has cooperated with the Governmental Authorities and the Regulatory Authority in the Territory as required by this Agreement), 6.3(vi) (solely in the case in which the Term expires as a result of Section 12.1(c) if the Product has not obtained any Relevant Marketing Approval), 7.5, 7.6, 8, 9, 10, 11.3, 12.3(i), 12.3(ii) (solely in the case in which the Term expires as a result of the occurrence of the Cessation Date), 12.3(iii), 12.3(iv), 12.3(v) (solely in the case of a termination of this Agreement under Section 12.2(iii)) and Exhibits C, E and F and Section 1 (solely as each applies to the foregoing Sections and Exhibits) and Section 13 will remain in full force and effect and survive any termination or expiration of this Agreement pursuant to their terms. Termination or expiration of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties (or any Moderna Party or any Related Party) that have accrued up to the date of termination or expiration.

(ii) If the Term expires as a result of the occurrence of the Cessation Date, Purchaser will be entitled to a refund pursuant to Section 5.7 in an amount equal to (A) (x) [redacted]

(iii) Upon the expiration or termination of this Agreement, at the written request of the disclosing Party, the receiving Party will return to the disclosing Party or destroy all originals, copies, and summaries of documents, materials, and other tangible manifestations of Confidential Information in the possession or control of the receiving Party (including its employees, advisors, agents and Affiliates); *provided*, *however*, that (a) one (1) copy of the Confidential Information may be retained by the receiving Party for the sole purpose of monitoring its ongoing obligations hereunder and (b) one (1) copy of Purchaser's Confidential Information may be retained and used by or on behalf of Moderna or its Affiliates in connection with regulatory filings for the Products. Purchaser also will promptly return to Moderna all materials, equipment, samples, data, reports, and other property, information or know-how in recorded form that was provided by or on behalf of Moderna or developed for Purchaser hereunder.

(iv) In the event of a termination of this Agreement pursuant to Section 12.2(ii), 12.2(iv) or 12.2(v) (as a result of Purchaser's failure to comply with its obligations under Sections 4.1 through 4.8, Section 4.10(i) or Section 4.11), [redacted]

(v) In the event of a termination of this Agreement pursuant to (i) Section 12.2(iii) or (ii) Section 12.2(v) solely as a result of Moderna's uncured, material breach with respect to the last sentence of Section 6.6, then (a) [redacted]

13. MISCELLANEOUS.

13.1 Assignment. Except as expressly provided in this Agreement, this Agreement may not be assigned or otherwise transferred, nor may any right or obligation hereunder be delegated, assigned or transferred, by either Party without the written consent of the other Party. Notwithstanding the foregoing, Moderna may, without Purchaser's written consent, assign this Agreement and its rights and obligations hereunder in whole to any Affiliate of Moderna or any party that acquires, by or otherwise in connection with, merger, sale of assets, reorganization, consolidation or otherwise, all or substantially all of the business of Moderna to which the subject matter of this Agreement relates. Any purported assignment in violation of this Section 13.1 will be null, void, and of no legal effect.

13.2 Governing Law. This Agreement will be construed and the respective rights of the Parties determined in accordance with the substantive Laws of [redacted] notwithstanding any provisions of [redacted] Laws or any other Laws governing conflicts of laws to the contrary, and the patent Laws of the relevant jurisdiction without reference to any rules of conflicts of laws to the contrary. The Parties expressly reject any application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods.

13.3 Dispute Resolution.

(i) Disputes. Except as expressly set forth otherwise in this Agreement, disputes of any nature arising under, relating to, or in connection with this Agreement ("**Disputes**") will be resolved pursuant to this Section 13.3.

(ii) Dispute Escalation. In the event of a Dispute between the Parties, the Parties will first attempt to resolve such Dispute by negotiation and consultation between Purchaser Representative and the Project Manager. In the event that such Dispute is not resolved on an informal basis within twenty (20) days from receipt of the written notice of a Dispute, any Party may, by written notice to the other, have such Dispute referred to [redacted] for Moderna and [redacted] for Purchaser (or their respective designees, which designee is required to have decision-making authority on behalf of such Party), who will attempt to resolve such Dispute by negotiation and consultation for a twenty (20) day period following receipt of such written notice.

(iii) Jurisdiction. In the event a Dispute between the Parties is not resolved pursuant to Section 13.3(ii), each Party (a) hereby irrevocably submits to the exclusive jurisdiction of the courts located in [redacted] for the purpose of any and all unresolved Disputes, (b) hereby waives to the extent not prohibited by Law, and agrees not to assert, by way of motion, as a defense or otherwise, in any such action, suit or proceeding, any claim of sovereign immunity and/or that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such action, suit or proceeding brought in one of the above-named courts in such jurisdiction should be dismissed on grounds of forum non conveniens, should be transferred to any court other than one of the above-named courts, or should be stayed by reason of the pendency of some other action, suit or proceeding in any other court other than one of the above-named courts, or that this Agreement or the subject matter hereof may not be enforced in or by such courts, and (c) hereby agrees not to commence any such action, suit or proceeding other than before one of the above-named courts nor to make any motion or take any other action, suit or proceeding seeking or intending to cause the transfer or removal of any such action, suit or proceeding to any court other than one of the above-named courts whether on the grounds of inconvenient forum or otherwise. Notwithstanding the foregoing, application may be made to any court of competent jurisdiction with respect to the enforcement of any judgment or award. To the extent that Purchaser has or hereafter may acquire any immunity (sovereign or otherwise) or similar defense from any action, suit, or proceeding, from jurisdiction of any court, or from set off or any legal process (whether service or notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment, or otherwise) with respect to itself or any of its property, Purchaser hereby irrevocably waives and agrees not to plead or claim such immunity or defense in respect of any action, suit or proceeding brought to enforce Moderna's rights or Purchaser's obligations under this Agreement or relating in any way to the Product.

(iv) Injunctive Relief. Notwithstanding the Dispute resolution procedures set forth in this Section 13.3, in the event of an actual or threatened breach of this Agreement, the aggrieved Party may seek provisional equitable relief (including restraining orders, specific

performance or other injunctive relief), without first submitting to any Dispute resolution procedures hereunder.

(v) Tolling. The Parties agree that all applicable statutes of limitation and time-based defenses, as well as all time periods in which a Party must exercise rights or perform obligation hereunder, will be tolled once the dispute resolution procedures set forth in this Section 13.3 have been initiated and for so long as they are pending, and the Parties will cooperate in taking all actions reasonably necessary to achieve such a result.

13.4 Entire Agreement; Amendments. This Agreement (including the Exhibits) contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all previous arrangements with respect to the subject matter hereof, whether written or oral, including, effective as of the Effective Date, that Confidential Disclosure Agreement entered into between ModernaTX, Inc. and the Swiss Federal Office of Public Health dated May 16, 2020 (*provided,* that all information disclosed or exchanged prior to the Effective Date relating to the subject matter of this Agreement will be treated as Confidential Information hereunder) and the MoU, will terminate and be of no further force and effect on and following the Effective Date. Each Party, and its Affiliates and Related Parties, disclaims any reliance on any representation, act or omission other than what is expressly set forth in this Agreement. This Agreement (or any Exhibit to it) may be amended, or any term hereof modified, only by a written instrument duly executed by authorized representatives of both Parties.

13.5 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable will be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof, and the remaining provisions will be construed and enforced in all respects as if such invalid or unenforceable provision or provisions had been omitted and substituted with a provision that is valid, legal and enforceable and most closely effectuates the original intent of this Agreement. The invalidity of a particular provision in a particular jurisdiction will not invalidate such provision in any other jurisdiction.

13.6 Headings. The captions to the Sections hereof are not a part of this Agreement, but are merely for convenience to assist in locating and reading the several Sections hereof.

13.7 Waiver of Rule of Construction. Each Party has had the opportunity to consult with counsel in connection with the review, drafting and negotiation of this Agreement. Accordingly, the rule of construction that any ambiguity in this Agreement will be construed against the drafting Party will not apply.

13.8 Interpretation. Except where the context expressly requires otherwise: (a) the use of any gender herein will be deemed to encompass references to either or both genders, and the use of the singular will be deemed to include the plural (and vice versa); (b) the words "include", "includes" and "including" will be deemed to be followed by the phrase "without limitation" and will not be interpreted to limit the provision to which it relates; (c) the word "shall" will be construed to have the same meaning and effect as the word "will"; (d) any definition of or reference to any agreement, instrument or other document herein will 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 will be construed to include the Person's successors and permitted assigns; (f) the words "herein," "hereof," and "hereunder," and words of similar import, will be construed to refer to this Agreement in each of their entirety, as the context requires, and not to any particular provision hereof; (g) all references herein to Sections or Exhibits will be construed to refer to sections or exhibits of this Agreement, and references to this Agreement include all the Exhibits attached hereto; (h) the word "notice" means notice in writing

(whether or not specifically stated); (i) provisions that require that a Party or the Parties "agree," "consent," or "approve" or the like will require that such agreement, consent or approval be specific and in writing, whether by written agreement, letter, approved minutes or otherwise (but instant messaging); (j) references to any specific law, rule or regulation, or article, section or other division thereof, will be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof; (k) the term "or" will be interpreted in the inclusive sense commonly associated with the term "and/or"; (l) unless otherwise specified, "day" means a calendar day; and (m) the interpretation of this Agreement, any notice, consent or the like delivered hereunder, and any action, dispute or proceeding, will be provided or conducted in English.

13.9 No Implied Waivers; Rights Cumulative. Except as expressly provided in this Agreement, no failure on the part of a Party to exercise, and no delay in exercising, any right, power, remedy or privilege under this Agreement, or provided by statute or at Law or in equity or otherwise, will impair, prejudice or constitute a waiver of any such right, power, remedy or privilege or be construed as a waiver of any breach of this Agreement or as an acquiescence therein, nor will any single or partial exercise of any such right, power, remedy or privilege preclude any other or further exercise thereof or the exercise of any other right, power, remedy or privilege.

13.10 Notices. Any notice or other communication required or permitted to be delivered to any Party under this Agreement will be in writing and will be deemed properly delivered, given and received: (a) if delivered by hand, when delivered; (b) if sent on a Business Day by electronic mail before 5:00 p.m. (recipient's time) on the day sent by electronic mail and receipt is confirmed, on the date on which receipt is confirmed; (c) if sent by electronic mail on a day other than a Business Day and receipt is confirmed, or if sent by electronic mail after 5:00 p.m. (recipient's time) on the day sent by electronic mail and receipt is confirmed, on the Business Day following the date on which receipt is confirmed; (d) if sent by registered, certified or first class mail, the third Business Day after being sent; or (e) if sent by overnight delivery via a national courier service, [redacted] Business Days after being delivered to such courier, in each case to the address set forth beneath the name of such Party below (or to such other address as such Party will have specified in a written notice given to the other Party):

If to Purchaser, to:
Federal Office of Public Health
Schwarzenburgstrasse 157
3003 Bern
Switzerland
Attention: [redacted]
Email: [redacted]
Email: [redacted]

With a copy to:
The Swiss Armed Forces Pharmacy
Worblentalstrasse 36
3063 Ittigen
Switzerland
Attention: [redacted]
Email: [redacted]
Email: [redacted]

If to Moderna, to:
Moderna Switzerland GmbH
Aeschenvorstadt 55
[redacted]
4051 Basel
Switzerland

[redacted]

With a copy to: Moderna Switzerland GmbH
c/o ModernaTX, Inc.
200 Technology Square
Cambridge, MA 02139
Attention: [redacted]
[redacted]

13.11 Force Majeure. Neither Party will be held liable to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in performing any obligation under this Agreement (except for any obligation to make payment) to the extent that such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party (each, a "**Force Majeure Event**"), including strikes or other labor disturbances, lockouts, riots, quarantines, communicable disease outbreaks, wars, acts of terrorism, cyber-attacks, fires, floods, storms, interruption of or delay in transportation, lack of and inability to obtain fuel, power or components, or compliance with any order, regulation, or enforcement decision of any Governmental Authority. The affected Party will notify the other Party of such Force Majeure Event as soon as reasonably practical, and will promptly undertake [redacted] necessary to cure such Force Majeure Event and resume performance of its obligations hereunder. For sake of clarity, Moderna and Purchaser acknowledge and agree that either Party's ability to perform its obligations under this Agreement after the Effective Date may be affected by the COVID-19 pandemic (the "**COVID-19 Pandemic**") ongoing at the time of execution of this Agreement, and as such, both Parties understand and acknowledge that this COVID-19 Pandemic constitutes a Force Majeure Event as of the Effective Date. If a Party is actually prevented from performing any of its obligations under this Agreement due to the COVID-19 Pandemic, such non-performing Party will not be liable for breach of this Agreement with respect to such non-performance, respectively the other Party will be entitled to suspend the performance of its own obligations (including any obligation to make payment) under this Agreement other than the indemnification obligations imposed on Purchaser under Section 4. Without limiting the foregoing, the Parties will agree on extensions to timeframes set forth in this Agreement to account for delays in carrying out activities and obligations hereunder to the extent such delays are a result of disruptions to business caused by the COVID-19 Pandemic or related laws and regulations.

13.12 Independent Parties. It is expressly agreed that the Parties will be independent contractors and that, except as otherwise required by applicable Laws, the relationship between the Parties will not constitute a partnership (including for US federal tax purposes), joint venture, or agency. Moderna will not have the authority to make any statements, representations, or commitments of any kind, or to take any action, that will be binding on Purchaser, without the prior written consent of Purchaser, and Purchaser will not have the authority to make any statements, representations, or commitments of any kind, or to take any action, that will be binding on Moderna, without the prior written consent of Moderna.

13.13 Counterparts. This Agreement may be executed in two or more counterparts, including electronically or by facsimile or PDF signature pages, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

13.14 Further Assurances. The Parties agree to reasonably cooperate with each other in connection with any actions required to be taken as part of their respective obligations under this Agreement, and will (a) furnish to each other such further information, (b) execute and deliver to each other such other documents, and (c) take such other actions (including working collaboratively to correct

any clerical, typographical, or other similar errors in this Agreement), all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement.

13.15 Performance by Affiliates. Purchaser acknowledges and accepts that Moderna will have the right to extend the rights, licenses, immunities and obligations granted or imposed under this Agreement to one or more of its Affiliates; *provided,* that Moderna shall inform Purchaser in writing of any such extension from time to time following any such extension, including reasonable details related to the scope and period thereof as well as the Affiliate(s) concerned. All applicable terms and provisions of this Agreement will apply to any such Affiliate to which this Agreement has been extended to the same extent as such terms and provisions apply to Moderna. Moderna will however remain primarily liable for any acts or omissions, including financial liabilities, of its Affiliates.

13.16 Binding Effect; No Third Party Beneficiaries. As of the Effective Date, this Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns. Except as expressly set forth in this Agreement, no Person other than the Parties and their respective Affiliates, and in the case of Moderna, the Moderna Parties, and permitted assignees hereunder will be deemed an intended beneficiary hereunder or have any right to enforce any obligation of this Agreement.

13.17 Parent Guarantee. Moderna agrees to deliver a Parent Guarantee Agreement (in the form attached to this Agreement as Exhibit H) duly executed by ModernaTX on the Effective Date.

[***THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK***]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

SWISS CONFEDERATION, represented by

FEDERAL OFFICE OF PUBLIC HEALTH

[redacted]

BY:_____
NAME: Pascal Strupler
TITLE: Director-General

[redacted]

BY:_____
NAME: Nora Kronig Romero
TITLE: Vice director-general

THE SWISS ARMED FORCES PHARMACY

BY:_____
NAME:
TITLE:

BY:_____
NAME:
TITLE:

MODERNA SWITZERLAND GMBH

BY:_____
NAME:
TITLE:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

SWISS CONFEDERATION, represented by

FEDERAL OFFICE OF PUBLIC HEALTH

BY:_____
NAME:
TITLE:

BY:_____
NAME:
TITLE:

BY:_____
NAME:
TITLE:

MODERNA SWITZERLAND GMBH

BY:_____
NAME:
TITLE:

THE SWISS ARMED FORCES PHARMACY

BY: Thomas Kaiser [redacted]
NAME: Thomas Kaiser, Head [redacted] ogistics Organisations
TITLE:

BY: Thomas Suessli [redacted]
NAME: Thomas Suessli, Chief of the Armed Forces
TITLE:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

SWISS CONFEDERATION, represented by

FEDERAL OFFICE OF PUBLIC HEALTH

BY:_____
NAME:
TITLE:

BY:_____
NAME:
TITLE:

THE SWISS ARMED FORCES PHARMACY

BY:_____
NAME:
TITLE:

BY:_____
NAME:
TITLE:

MODERNA SWITZERLAND GMBH

BY:___ [redacted] _____
NAME:
TITLE:

EXHIBIT A

PART ONE - PRODUCT DESCRIPTION

Moderna's proprietary vaccine candidate against COVID-19 known as mRNA-1273, which is a novel lipid nanoparticle (LNP)-encapsulated mRNA-based vaccine that encodes for a full-length, prefusion stabilized spike (S) protein of SARS-CoV-2.

PART TWO - PRODUCT INFORMATION

Additional Product information provided by Moderna to Purchaser for information purposes pending the issuance by Moderna of the Specifications of the Product pursuant to Section 2.2(ix):

1.0 Description and Composition of mRNA-1273 Injection

mRNA-1273 Injection is an mRNA-lipid complex [lipid nanoparticle (LNP)] dispersion that contains an mRNA that encodes for the pre-fusion stabilized Spike protein of 2019-novel Coronavirus (*SARS*-CoV-*2*) and four lipids which act as protectants and carriers of the mRNA. mRNA-1273 Injection contains 20 mM trometamol (Tris), 87 mg/mL sucrose and 4.3 mM sodium acetate, pH 7.5, and has a nominal mRNA content of 0.20 mg/mL.

One vial of mRNA-1273 Injection contains ten (10) doses (0.5 mL individual dose). mRNA-1273 Injection is not reconstituted prior to injection and does not contain any adjuvants, novel excipients or preservatives.

mRNA-1273 Injection is presented in a 10R vial with an appropriate 20 mm plug stopper and has a 6.3 mL nominal fill volume. mRNA-1273 Injection is stored (long-term) at -20°C ± 5°C. Prior to use, mRNA-1273 Injection can be thawed and stored (short-term) at 2°C to 8°C. Stability studies are being executed to determine final expiry at long-term and short-term conditions. The manufacturer would expect a minimum expiration of at least six (6) months at the intended storage condition of -20°C ± 5°C.

The components in mRNA-1273 Injection is presented in Table 1.

Table 1: Composition of mRNA-1273 Injection

Component	Quality Standard	Function
CX-024414	Non-compendial, custom	mRNA
[redacted]	[redacted]	[redacted]
Trometamol	USP, Ph.Eur.	Buffer component (in Tris buffer)
Trometamol-HCl	Non-compendial	
Acetic Acid	USP, Ph.Eur.	Components from Sodium Acetate in process
Sodium Acetate	Non-compendial[a,b]	
Sucrose	USP/NF, Ph. Eur.	Cryoprotection
Water for Injection	USP, Ph. Eur.	Medium

a) Sodium acetate unit formula is from buffer(s) manufactured with glacial acetic acid and 10 N sodium hydroxide (30%).
b) Sodium acetate is defined as non-compendial as it is manufactured with glacial acetic acid (USP, Ph.Eur) and 10 N sodium hydroxide (30% w/w) which is non-compendial.

2.0 Dosing Regimen

mRNA-1273 vaccine is administered as an intramuscular injection (0.5 mL each) into the deltoid muscle. Each dose contains 100 µg of mRNA-1273 vaccine. There is a two-dose regimen; after the first dose, the second dose is administered on Day 29. For dose preparation, once the multiple-dose vial is entered, the vial must be discarded after 6 hours in alignment with the Summary of WHO Multi-dose Vial policy (MDVP), 2014.

The duration of immunization is currently being evaluated in clinical trials.

3.0 Labelling, Secondary Packaging and Transport Conditions

The Manufacturer is determining appropriate logistics for secondary packaging (10 multiple-dose vials per carton) and transport conditions.

The Manufacturer is proposing to use a single pandemic English language label on both the primary and secondary packaging. The Manufacturer will work with Health Authorities to provide access to an electronic Package Insert (PI) through appropriate QR Codes on the secondary packaging.

EXHIBIT B

PRODUCT MARKS

MODERNA, MODERNATX, any Trademark incorporating either term, any Trademark that is used by Moderna in association with the Product, including any Trademarks that accompany the Product when delivered by Moderna to Purchaser, and any Trademark for which Moderna has applied for registration in the Territory. Moderna may provide Purchaser with a list of such Product Marks from time to time.

EXHIBIT C

DISPUTE RESOLUTION

Negotiation

If any dispute arises out of the Agreement, the Parties will first try to resolve it amicably. Any Party may send a notice of a dispute to the other, and each Party will appoint, within [redacted] Business Days from receipt of the notice, an appropriate single representative having full power and authority to resolve the dispute. The representatives will meet as necessary in order to resolve the dispute. If the representatives fail to resolve the matter within one month from their appointment, or if a Party fails to appoint a representative as required above: for Technical Disputes, the expert determination procedure may be started by either Party; and for all other disputes, each Party will refer the dispute immediately to a senior officer or member of Purchaser's administration (or another senior manager as he/she may designate) who will meet and discuss as necessary to try to resolve the dispute amicably.

Technical Disputes

If a dispute arises between the Parties that is exclusively related to technical aspects of the Manufacturing, packaging, labelling, quality control testing, handling, storage, or other activities under this Agreement, including conformance of the Product to the Specifications (a "**Technical Dispute**"), the Parties will use all [redacted] to resolve the dispute by amicable negotiations as provided above. If the Parties are unable to resolve a Technical Dispute by negotiation, the Technical Dispute will, at the written request of either Party, be referred for determination to an expert in the following manner:

(a) Appointment of Expert. Within [redacted] Business Days after the written request, the Parties will appoint a single agreed expert with experience and expertise in the subject matter of the dispute. If the Parties fail to agree the appointment within that period, then either Party may request that a neutral from the International Institute of Conflict Prevention and Resolution appoints a suitable expert (and both Parties will accept that appointment in the absence of evident conflict or bias). As a condition of the expert's appointment, the Parties will ensure that the expert agrees to disclose any actual or potential conflicts of interest promptly as they arise. The Parties do not intend that the expert acts as an arbitrator.

(b) Procedure. The Parties will require the expert to provide an opinion on each referred issue (with reasonably detailed reasoning) within [redacted] Business Days (or as agreed by the Parties with the expert). Each Party will give to the expert all the evidence and information within their respective possession or control as the expert may reasonably request, which they will disclose promptly and in any event within [redacted] Business Days of a written request from the expert to do so. At all times the Parties will co-operate and seek to narrow and limit the issues to be determined.

(c) Final and Binding. The determination of the expert will, except for fraud or manifest error or where an unapproved conflict of interest is discovered, be final and binding upon the Parties with respect to the referred Technical Dispute.

(d) Costs. Each Party will bear its own costs for any matter referred to an expert under this Exhibit C and, in the absence of express agreement to the contrary, the costs and expenses of the expert will be shared equally by the Parties.

EXHIBIT D

ANTICIPATED DELIVERY SCHEDULE

Anticipated First Delivery Date [redacted]

Period	**100-microgram doses of Product**
First Quarter 2021	[redacted]
Second Quarter 2021	[redacted]

EXHIBIT E

[LEFT INTENTIONALLY BLANK]

EXHIBIT F

TRANSFER REQUIREMENTS

Purchaser must comply with each of the following obligations in order to provide any Product to the Principality of Liechtenstein or a Donation Country, and Purchaser will provide Moderna with any and all information reasonably requested by Moderna to establish such compliance from time to time.

1. Indemnity. [redacted]

2. Transportation of Product. Purchaser shall be solely responsible for:

(i) seeking, obtaining and maintaining all relevant regulatory authorizations and approvals for the delivery of the Product to the Principality of Liechtenstein or the applicable Donation Country, including the export of Product from the Territory and the import of the Product into the Principality of Liechtenstein or the country or jurisdiction of the applicable Donation Country;

(ii) packaging, storing and transporting the Product to the Principality of Liechtenstein or the applicable Donation Country in accordance with the conditions set out in the Specifications, GDP and all Applicable Laws;

(iii) delivering to the Principality of Liechtenstein or the applicable Donation Country in a timely manner so as to ensure the Product has sufficient shelf life remaining following delivery to enable administration of the Product prior to the expiry of the Product's shelf life as set forth on the label for such Product (which, at the time of delivery to the Principality of Liechtenstein or the applicable Donation Country, must be at least [redacted] days); and

(iv) otherwise complying with all applicable Laws in connection with the packaging, storing, transporting, exporting, importing, insuring or distributing of Product in the Principality of Liechtenstein or the applicable Donation Country.

3. Use and Administration of Product. Purchaser shall be solely responsible for ensuring that the Product is used and administered in Liechtenstein or the applicable Donation Country in accordance with the label and applicable Laws. Any Product provided to any Donation Country will be at no cost to such Donation Country (other than reimbursement of reasonable out-of-pocket costs of Purchaser for the provision of such Product to such Person).

4. Obligations under the Agreement. Purchaser shall ensure that the recipient of Product in the Principality of Liechtenstein or the applicable Donation Country ("**Recipient**") shall comply with all terms of the Agreement in respect of the Product provided to Recipient ("**Donated Product**") by Purchaser (as if Recipient was a party to the Agreement as Purchaser (*mutatis mutandis*)). Any failure by Recipient to comply with the terms of the Agreement in relation to Donated Product shall be deemed to be a breach of the Agreement by Purchaser for which Moderna may seek any and all remedies (including Losses) against Purchaser, and neither Purchaser nor Recipient will have any remedy under

the Agreement in relation to the Donated Product. If requested by Moderna, Purchaser agrees to cause Recipient to execute a joinder to the Agreement in a form provided by Moderna to Purchaser as a condition to Recipient's receipt of any Donated Product that would allow Moderna to enforce the terms of the Agreement against Recipient directly. For the avoidance of doubt and notwithstanding anything to the contrary herein, Section 4.11 will not permit any Donation Country to provide any Product to any other Governmental Authority.

EXHIBIT G
REGULATORY LICENSING REQUIREMENTS

1. First Step: **Establishment Licence** according to section 2 of AMBV, SR 812.212.1, http://www.admin.ch/ch/d/sr/c812_212_1.html)

The procedure to obtain an establishment licence from Swissmedic for import and trade with medicinal products is divided in several steps. The most important ones and the requirements that need to be fulfilled are listed below:

- the company must have an entry in the Swiss registry of commerce if the annual turnover is above CHF 100,000.00
- the company must maintain a quality assurance system that ensures a GDP compliant wholesaling of AMTP. For the GDP-guidelines please visit http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:C:2013:343:0001:0014:EN:PDF
- the company must designate a qualified person. Articles 17 and 18 (import, wholesale, export) of the Ordinance on Licensing in the Medicinal Products Sector (AMBV, SR 812.212.1, http://www.admin.ch/ch/d/sr/c812_212_1.html) list the requirements for a qualified person.
- the company must submit an application for an establishment licence to Swissmedic, thereby using the official forms (cf. https://www.swissmedic.ch/swissmedic/en/home/services/documents/transplant-products.html)
- upon reception of the application, Swissmedic initiates an inspection to verify the GDP compliance
- Swissmedic carries out an inspection. Depending on the company's activities, regular inspections follow with an interval of 2 to 4 years.
- if deviations have been identified during the inspection, the company must submit a corrective action plan to the inspector
- after approval of the corrective action plan, the inspectorate formally requests the issue of an establishment licence
- the costs for the establishment licence vary between CHF 1,500.00 and 7,500.00, depending on the number of activities. For the inspection, the fees usually start at CHF 2,000.00. Inspection fees are calculated on a time spent basis, the time needed varies considerably, depending on the company's size, the complexity of the activities and the preparation of the company.

For additional information see
https://www.swissmedic.ch/dam/swissmedic/en/dokumente/bewilligungen/i-301/i-301.aa.05-A17d_gesuch_betriebsbewilligung.pdf.download.pdf/I-301.AA.05-A17e_Wegleitung_Gesuch_Betriebsbewilligung_Arzneimittel_TpP_GT_GVO.pdf

2. Second Step: **Authorisation** (Zulassung/Omologazione)

The submission must be done in eCDT Format (*e*Submission according to https://www.swissmedic.ch/swissmedic/en/home/services/egov-services/esubmissions.html), after registration on the Swissmedic Portal according to the instruction https://www.swissmedic.ch/swissmedic/en/home/services/egov-services/portal.html.

The document https://www.swissmedic.ch/dam/swissmedic/en/dokumente/bewilligungen/i-313/i-313_aa_01-a15danforderungenandiezulassungsunterlagenfuertppgtg.pdf.download.pdf/i-313_aa_01-a15erequirementsrelatingtotheauthorisationdocumentat.pdf contains all requirements for AMTP products.
For additional information see
https://www.swissmedic.ch/swissmedic/en/home/services/documents/transplant-products.html

3. Third Step: **Import of an immunological product** according to art. 44-46 of AMBV, SR 812.212.1, http://www.admin.ch/ch/d/sr/c812_212_1.html

For any single import of immunological product the importing company must file a request (see form https://www.swissmedic.ch/dam/swissmedic/en/dokumente/bewilligungen/bw/bw301_30_001d_foeinfuhrvonimmunologischenarzneimittelnblutundblu.docx.download.docx/bw301_30_001d_foeinfuhrvonimmunologischenarzneimittelnblutundblu.docx according to the instruction https://www.swissmedic.ch/dam/swissmedic/en/dokumente/bewilligungen/bw/bw301_30_001d_mbeinzeleinfuhrbewilligungfuerimmunologischearznei.pdf.download.pdf/bw301_00_002e_mbindividualimportlicenceforimmunologicalmedicinal.pdf

Additionally, an **Official Control Authority Batch Release** must be requested according to https://www.swissmedic.ch/swissmedic/en/home/services/documents/official-control-authority-batch-release.html by SwissMedic or any a full member of the European OCABR (Official Control Authority Batch Release) network.

EXHIBIT H

FORM OF PARENT GUARANTEE AGREEMENT

This **PARENT GUARANTEE AGREEMENT** (this "**Guarantee Agreement**"), entered into as of ___ day of ____, 2020, by and between ModernaTx, Inc., a Delaware corporation with file number 4676789 and address at 200 Technology Square, Cambridge, MA 02139, USA ("**Parent Guarantor**"), in favor of Swiss Confederation, represented by Federal Office of Public Health, Schwarzenburgstrasse 157, 3003 Bern, Switzerland and The Swiss Armed Forces Pharmacy, Worblentalstrasse 36, 3063 Ittigen, Switzerland (collectively, "**Purchaser**" and together with Parent Guarantor, the "**Parties**" and each a "**Party**").

WHEREAS, pursuant to the Agreement, dated as of August 5, 2020 (as amended, restated and/or otherwise modified from time to time, the "**Agreement**"), by and between Moderna Switzerland GmbH, a limited liability company ("*Gesellschaft mit beschränkter Haftung*") organized and existing under the Laws of Switzerland ("**Moderna**"), and Purchaser, Purchaser may become entitled to certain refund payments upon the terms and subject to the conditions set forth therein;

WHEREAS, Parent Guarantor is a parent company to Moderna;

WHEREAS, Parent Guarantor and Moderna are engaged in related businesses, and Parent Guarantor shall derive substantial direct and indirect benefit from entry by Moderna into the Agreement with Purchaser; and

WHEREAS, it is an obligation of Moderna under the Agreement to cause Parent Guarantor to execute and deliver this Guarantee Agreement to Purchaser.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants herein contained, the Parties hereby agree as follows:

SECTION 1. DEFINITIONS

1.1. Definitions. Unless specifically set forth to the contrary herein, terms, whether used in the singular or plural, defined in the Agreement will have the respective meanings set forth therein.

SECTION 2. GUARANTEE

2.1. Guarantee. Parent Guarantor hereby unconditionally and irrevocably, guarantees, as primary obligor and not merely as surety, to Purchaser and its successors, permitted transferees and permitted assigns, [redacted]

(i) [redacted]

(ii) This Guarantee Agreement shall remain in full force and effect until the Termination Date occurs, notwithstanding that from time to time during the term of the Agreement no Guaranteed Obligations may be outstanding. Upon the Termination Date, this Guarantee Agreement shall automatically terminate without any further action required by any Party. For purposes hereof, "**Termination Date**" means the earliest of the following: (a) the date on which the Guaranteed Obligations have been paid in full by Moderna or Parent Guarantor; (b) the date on which Moderna no longer has any obligation to make any refund payment under the Agreement pursuant to Section 5.7, 6.3(ii), 6.3(iii), 6.3(iv), 6.3(v), 6.3(vi), 10.1(iv) and 12.3(ii) of the Agreement; (c) the date of termination or expiration of the Agreement with no Guaranteed Obligations that remain due and payable as of such date, except that, in the case in which the term of the Agreement expires as a result of the occurrence of the Cessation Date, then Parent Guarantor's guarantee obligations hereunder shall survive with respect to the Guaranteed Obligations related to Section 12.3(ii) of the Agreement until such Guaranteed Obligations are paid in full by Moderna or Parent Guarantor.

2.2. Modification of the Guaranteed Obligations. [redacted]

2.3. [redacted]

extent permitted by applicable Law, not relieve Parent Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of Purchaser against Parent Guarantor.

SECTION 3. REPRESENTATIONS AND WARRANTIES

3.1. Representations of Parent Guarantor. Parent Guarantor represents and warrants to Purchaser as of the date hereof that:

(i) Parent Guarantor is a Delaware corporation duly organized, validly existing, and, if applicable, in good standing under the Laws of its jurisdiction of formation;

(ii) it has the full power and right to enter into this Guarantee Agreement and to carry out its obligations under this Guarantee Agreement;

(iii) the execution and delivery of this Guarantee Agreement by Parent Guarantor has been authorized by all requisite company action and this Guarantee Agreement is and will remain a valid and binding obligation of Parent Guarantor, enforceable in accordance with its terms, subject to laws of general application; and

(iv) the execution, delivery and performance of this Guarantee Agreement, and compliance with the provisions [redacted]

SECTION 4. MISCELLANEOUS

4.1. Assignment. Except as expressly provided in this Guarantee Agreement, this Guarantee Agreement may not be assigned or otherwise transferred, nor may any right or obligation hereunder be delegated, assigned or transferred, by either Party without the written consent of the other Party. Notwithstanding the foregoing, Parent Guarantor may, without Purchaser's written consent, assign this Guarantee Agreement and its rights and obligations hereunder in whole to any Party that acquires, by or otherwise in connection with, merger, sale of assets, reorganization, consolidation or otherwise, all or substantially all of the business of Parent Guarantor to which the subject matter of this Guarantee Agreement relates. Any purported assignment in violation of this Section 4.1 will be null, void, and of no legal effect.

4.2. Governing Law. This Guarantee Agreement will be construed and the respective rights of the Parties determined in accordance with the substantive Laws of [redacted], notwithstanding any provisions of [redacted] Laws or any other Laws governing conflicts of laws to the contrary.

4.3. Dispute Resolutions. The following will apply to disputes of any nature arising under, relating to, or in connection with this Guarantee Agreement ("**Disputes**").

(i) Jurisdiction. In the event a Dispute between the Parties, each Party (a) hereby irrevocably submits to the exclusive jurisdiction of the courts located in [redacted] for the purpose of any and all unresolved Disputes, (b) hereby waives to the extent not prohibited by Law,

and agrees not to assert, by way of motion, as a defense or otherwise, in any such action, suit or proceeding, any claim of sovereign immunity and/or that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such action, suit or proceeding brought in one of the above-named courts in such jurisdiction should be dismissed on grounds of forum non conveniens, should be transferred to any court other than one of the above-named courts, or should be stayed by reason of the pendency of some other action, suit or proceeding in any other court other than one of the above-named courts, or that this Agreement or the subject matter hereof may not be enforced in or by such courts, and (c) hereby agrees not to commence any such action, suit or proceeding other than before one of the above-named courts nor to make any motion or take any other action, suit or proceeding seeking or intending to cause the transfer or removal of any such action, suit or proceeding to any court other than one of the above-named courts whether on the grounds of inconvenient forum or otherwise. Notwithstanding the foregoing, application may be made to any court of competent jurisdiction with respect to the enforcement of any judgment or award.

(ii) Injunctive Relief. Notwithstanding the Dispute resolution procedures set forth in this Section 4.3, in the event of an actual or threatened breach of this Agreement, the aggrieved Party may seek provisional equitable relief (including restraining orders, specific performance or other injunctive relief), without first submitting to any Dispute resolution procedures hereunder.

(iii) Tolling. The Parties agree that all applicable statutes of limitation and time-based defenses , as well as all time periods in which a Party must exercise rights or perform obligation hereunder, will be tolled once the dispute resolution procedures set forth in this Section 4.3 have been initiated and for so long as they are pending, and the Parties will cooperate in taking all actions reasonably necessary to achieve such a result.

4.4. Entire Agreement; Amendments. This Guarantee Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all previous arrangements with respect to the subject matter hereof, whether written or oral. This Guarantee Agreement may be amended, or any term hereof modified, only by a written instrument duly executed by authorized representatives of both Parties.

4.5. Severability. Any provision of this Guarantee Agreement held to be invalid, illegal or unenforceable will be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof, and the remaining provisions will be construed and enforced in all respects as if such invalid or unenforceable provision or provisions had been omitted and substituted with a provision that is valid, legal and enforceable and most closely effectuates the original intent of this Guarantee Agreement. The invalidity of a particular provision in a particular jurisdiction will not invalidate such provision in any other jurisdiction.

4.6. Headings. The captions to the Sections hereof are not a part of this Guarantee Agreement, but are merely for convenience to assist in locating and reading the several Sections hereof.

4.7. Waiver of Rule of Construction. Each Party has had the opportunity to consult with counsel in connection with the review, drafting and negotiation of this Guarantee Agreement. Accordingly, the rule of construction that any ambiguity in this Guarantee Agreement will be construed against the drafting Party will not apply.

4.8. Interpretation. Except where the context expressly requires otherwise: (a) the use of any gender herein will be deemed to encompass references to either or both genders, and the use of the singular will be deemed to include the plural (and vice versa); (b) the words “include”, “includes” and “including” will be deemed to be followed by the phrase “without limitation” and will not be interpreted to

limit the provision to which it relates; (c) the word "shall" will be construed to have the same meaning and effect as the word "will"; (d) any definition of or reference to any agreement, instrument or other document herein will 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 will be construed to include the Person's successors and permitted assigns; (f) the words "herein," "hereof," and "hereunder," and words of similar import, will be construed to refer to this Guarantee Agreement in each of their entirety, as the context requires, and not to any particular provision hereof; (g) all references herein to Sections will be construed to refer to sections of this Guarantee Agreement; (h) the word "notice" means notice in writing (whether or not specifically stated); (i) provisions that require that a Party or the Parties "agree," "consent," or "approve" or the like will require that such agreement, consent or approval be specific and in writing, whether by written agreement, letter, approved minutes or otherwise (but instant messaging); (j) references to any specific law, rule or regulation, or article, section or other division thereof, will be deemed to include the then current amendments thereto or any replacement or successor law, rule or regulation thereof; (k) the term "or" will be interpreted in the inclusive sense commonly associated with the term "and/or"; (l) unless otherwise specified, "day" means a calendar day; and (m) the interpretation of this Guarantee Agreement, any notice, consent or the like delivered hereunder, and any action, dispute or proceeding, will be provided or conducted in English.

4.9. No Implied Waivers; Rights Cumulative. Except as expressly provided in this Guarantee Agreement, no failure on the part of a Party to exercise, and no delay in exercising, any right, power, remedy or privilege under this Guarantee Agreement, or provided by statute or at Law or in equity or otherwise, will impair, prejudice or constitute a waiver of any such right, power, remedy or privilege or be construed as a waiver of any breach of this Guarantee Agreement or as an acquiescence therein, nor will any single or partial exercise of any such right, power, remedy or privilege preclude any other or further exercise thereof or the exercise of any other right, power, remedy or privilege.

4.10. Notices. All notices or other communications to or upon Parent Guarantor or Purchaser hereunder shall be effected in the manner provided for in Section 13.10 of the Agreement; provided, that, for purposes of this Guarantee Agreement, the address for Parent Guarantor shall be deemed to be the same as the address of Moderna as set forth in Section 13.10 of the Agreement.

4.11. Counterparts. This Guarantee Agreement may be executed in two or more counterparts, including electronically or by facsimile or PDF signature pages, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.12. Binding Effect; No Third Party Beneficiaries. As of the date hereof, this Guarantee Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns. Except as expressly set forth in this Guarantee Agreement, no Person other than the Parties and their respective Affiliates, and permitted assignees hereunder will be deemed an intended beneficiary hereunder or have any right to enforce any obligation of this Guarantee Agreement.

[Signature Pages Follows]

IN WITNESS WHEREOF, the Parties have caused this Parent Guarantee Agreement to be executed by their duly authorized representatives as of the date first written above.

SWISS CONFEDERATION, represented by

FEDERAL OFFICE OF PUBLIC HEALTH

BY:_____
NAME:
TITLE:

BY:_____
NAME:
TITLE:

MODERNATX, INC.

BY:_____
NAME:
TITLE:

THE SWISS ARMED FORCES PHARMACY

BY:_____
NAME:
TITLE:

BY: :_____
NAME:
TITLE: