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SECOND AMENDMENT TO MANUFACTURING AND SUPPLY AGREEMENT

THIS SECOND AMENDMENT AGREEMENT (“Second Amendment”) is dated as of August 23, 2021 (“Second Amendment Effective Date”) and is made by and between Pfizer AG, with offices at Schärenmoosstrasse 99, 8052 Zurich, Switzerland (hereinafter “Pfizer”) and Swiss Confederation, represented by the Federal Office of Public Health and the Swiss Armed Forces Pharmacy (hereinafter “Purchaser”) and amends the Manufacturing and Supply Agreement (“Original Agreement”) entered into by and between Pfizer and Purchaser on 1 December 2020, as amended on 8 March 2021 (“First Amendment”). The First Amendment and the Original Agreement are collectively referred to herein as, the “Agreement”. Capitalized terms used, but not defined herein, shall have the meaning ascribed to such term in the Agreement.

WHEREAS, the Parties desire to enter into this Second Amendment to provide for the purchase of additional doses of Product by Purchaser;

WHEREAS, in accordance with Section 12.16 of the Original Agreement, the Parties desire to enter into this Second Amendment to amend the terms of the Agreement in accordance with the terms set forth herein.

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

1. AMENDMENTS TO AGREEMENT

The Parties agree to amend the Agreement as follows:

1.1 Section 1 of the Agreement is hereby amended by adding a new Section 1.56 as follows:

“**Jurisdiction**” means the sovereign territory of Switzerland as well as an embassy, consulate or armed forces installation of Switzerland outside its sovereign territory but subject to its jurisdiction.”

1.2 Section 1.13 of the Agreement is hereby deleted in its entirety and replaced with the following definition of Contracted Doses:

“**Contracted Doses**” shall mean the aggregate of the doses stated in Sections 2.3(a), 2.3(c), 2.3(e) and, if exercised, 2.3(f).”

1.3 Section 1.42 of the Agreement is hereby deleted in its entirety and replaced with the following definition of Product:

“**Product**” means collectively, the (a) Original Product and (b) Adapted Product, if developed, manufactured or for which Authorization is sought by Pfizer in its sole discretion. “**Original Product**” means the medicinal product being BNT162b2, a nucleoside-modified messenger RNA (mRNA) vaccine that encodes an optimized SARS-CoV-2 full length spike glycoprotein (S) in an unpreserved frozen multi-dose vial that must be diluted, for which Authorization has been granted for the prevention of COVID-19, including subsequent non-material variations as reasonably determined by Pfizer or BioNTech or any of their Affiliates and approved by the relevant regulatory authority. For

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the avoidance of doubt, the extension of the Authorization to include any or all sections of the paediatric population shall be included in the scope of this definition. "Adapted Product" means any adaptations to the Original Product

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- 1.4 Section 1.54 of the Agreement is hereby deleted in its entirety and replaced with the following definition of Vaccine:

"Vaccine" shall include (a) all vaccines manufactured, in whole or in part, or supplied, directly or indirectly, by or on behalf of Pfizer or BioNTech or any of their Affiliates that are intended for the prevention of the human disease COVID-19 or any other human disease, in each case which is caused by any of the virus SARS-CoV-2, and/or any or all related strains, mutations, modifications or derivatives of the foregoing that are (i) procured by Purchaser by any means whether pursuant to this Agreement or by way of any other purchase or donation including from any third party or otherwise, whether or not authorized pursuant to Section 2.1, and whether procured prior to or following execution of this Agreement, or (ii) administered in the Jurisdiction by or on behalf of Pfizer (including to employees and agents), whether with Contracted Doses or non-Contracted Doses, and whether administered prior to or following execution of this Agreement, (b) any device, technology, or product used in the administration of or to enhance the use or effect of, such vaccine, (c) any component or constituent material of (a) or (b), or (d) any use or application of any product referred to in (a)-(b)."

- 1.5 Section 2.1(c) of the Agreement is hereby deleted in its entirety and amended and replaced with the following language:

"Notwithstanding the efforts and any estimated dates set forth in the Delivery Schedule, the Parties recognize that (i) the Original Product has completed Phase 2b/3 clinical trials, (ii) the Original Product has been granted Conditional Approval on 19 December 2020 and (iii) despite the efforts of Pfizer in research, and development and manufacturing, the Product may not be successful due to technical, clinical, regulatory, manufacturing, shipping, storage, or other challenges or failures."

- 1.6 The Agreement is hereby amended by the addition of Sections 2.1(f), (g) and (h):

"(f) Purchaser, including any related Person or any agents of Purchaser, covenants to exclusively obtain all of its supply of any vaccine of Pfizer, BioNTech or their respective Affiliates intended for the prevention of the human disease COVID-19 (including the Product) either (i) directly from Pfizer or from Pfizer through the COVAX Facility, or (ii) from a third party, whether by donation, resale or otherwise, only if Purchaser has obtained Pfizer's prior written consent, in Pfizer's sole discretion. Any breach of this Section 2.1(f) shall be deemed an uncurable material breach of this Agreement, and Pfizer may immediately terminate this Agreement pursuant to Section 6.2. For clarity, nothing in this Section 2.1(f) shall prevent Purchaser from purchasing competing vaccine products of any third party.

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(g) [REDACTED]

(h) In the event that Pfizer has developed an Adapted Product and has determined it would be applicable in Switzerland, [REDACTED]

[REDACTED] Absent any explicit notification, Purchaser will be deemed to have elected to receive the 2022 Firm Order and/or the 2023 Firm Order respectively without including the supply of the Adapted Product. Purchaser agrees that Pfizer shall be entitled to adjust the Delivery Schedule in its sole discretion in order to supply in an orderly manner following receipt of Authorization of such Adapted Product."

1.7 Section 2.3 of the Agreement is hereby amended with the addition of the following subsections (e) and (f) as follows:

"(e) On the Second Amendment Effective Date, Purchaser shall submit to Pfizer a legally binding and irrevocable purchase order for seven million (7,000,000) additional doses of the Product [REDACTED]

(f) The parties acknowledge that the Purchaser may wish to place additional binding orders of up to seven million (7,000,000) additional doses of Product to be delivered in the second half of the year 2022 (the "First Option") and up to another seven million (7,000,000) additional doses of Product to be delivered [REDACTED]

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[REDACTED]

- 1.8 Section 2.3(d) of the Agreement is hereby deleted in its entirety and amended and replaced with the following language:

“(d) In the event that Pfizer receives Authorization for an Adapted Product in Switzerland, the Purchaser acknowledges that a transition time of [REDACTED] months from Authorization to supply may be required to commence supply of an Adapted Product. Purchaser agrees that Pfizer shall be entitled to adjust the Delivery Schedule as set forth in Attachment B in its sole discretion in order to supply in an orderly manner following receipt of Authorization of such Adapted Product. In addition, the Parties agree to discuss in good faith with respect to the Products to be supplied and whether the Products to be supplied shall be the Original Product, the Adapted Product, or any combination thereof [REDACTED]

[REDACTED]

- 1.9 Section 2.4(c) of the Agreement is hereby deleted in its entirety and amended and replaced with the following language:

“(c) Each shipment of Product shall have a minimum volume of [REDACTED] or such other minimum order quantity amount that Pfizer provides notice to Purchaser during the Term.”

- 1.10 Sections 2.4(f) and 2.4 (g) of the Agreement are hereby deleted in its entirety.

- 1.11 A new Section 2.4(f) shall be inserted as follows:

“2.4 (f) If the Authorization for the Product lapses, is revoked or otherwise becomes invalid, Pfizer will have no obligation to deliver the Product, which has not been delivered by then. If by the end-date of the Delivery Schedule as set forth in Attachment B Pfizer is unable to manufacture or deliver any Contracted Doses of the Product which form part of the Second Additional Order or (where the supply of additional optional doses has been confirmed by Pfizer) any doses under the Option for technical or other reasons from any Facilities, then (a) Pfizer will have no obligation to deliver any such Contracted Doses of the Product against the Delivery Schedule according to Attachment B and (b) Purchaser will have no obligation to accept any deliveries of any such Contracted Doses of the Product beyond the end-date of the Delivery Schedule as set forth in Attachment B. For clarity, in such case, Pfizer would retain possession of and have no obligation to deliver such Contracted Doses of the Product.”

- 1.12 Section 2.5 of the Agreement is hereby deleted in its entirety and amended and replaced with the following language:

[REDACTED]

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[REDACTED]

(b) Other than as stated in [REDACTED] Purchaser hereby waives all rights and remedies that it may have at Law, in equity or otherwise, arising from or relating to: (i) any failure by Pfizer to develop or obtain Authorization of the Product in accordance with the estimated dates described in this Agreement; (ii) any failure by Pfizer to deliver the Contracted Doses in accordance with the Delivery Schedule or (iii) any decision of Pfizer to not proceed with, or failure or delay by Pfizer in, the development, supply, commercialization or seeking Authorization for an Adapted Product. In the event of an inconsistency between the provisions of this Section 2.5 (Product Shortages) and those of other Sections of this Agreement, the provisions of this Section 2.5 (Product Shortages) shall control and supersede over those of other Sections of this Agreement to the extent of such inconsistency.”

- 1.13 Section 3.2(a) of the Agreement is hereby deleted in its entirety and amended and replaced with the following language:

“On the Effective Date, Purchaser paid Pfizer an initial upfront payment of [REDACTED] USD [REDACTED]

[REDACTED]

- 1.14 Section 3.2(b) of the Agreement is hereby deleted in its entirety.

- 1.15 Section 3.3 of the Agreement is hereby deleted in its entirety and amended and replaced with the following language:

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

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amounts due under such invoices within the period set forth in this Section 3.3(a). The Parties shall seek to resolve all such disputes expeditiously and in good faith.

- (b) Any amount required to be paid by a Party hereunder which is not paid on the date due shall bear interest, to the extent permitted by law, [REDACTED]

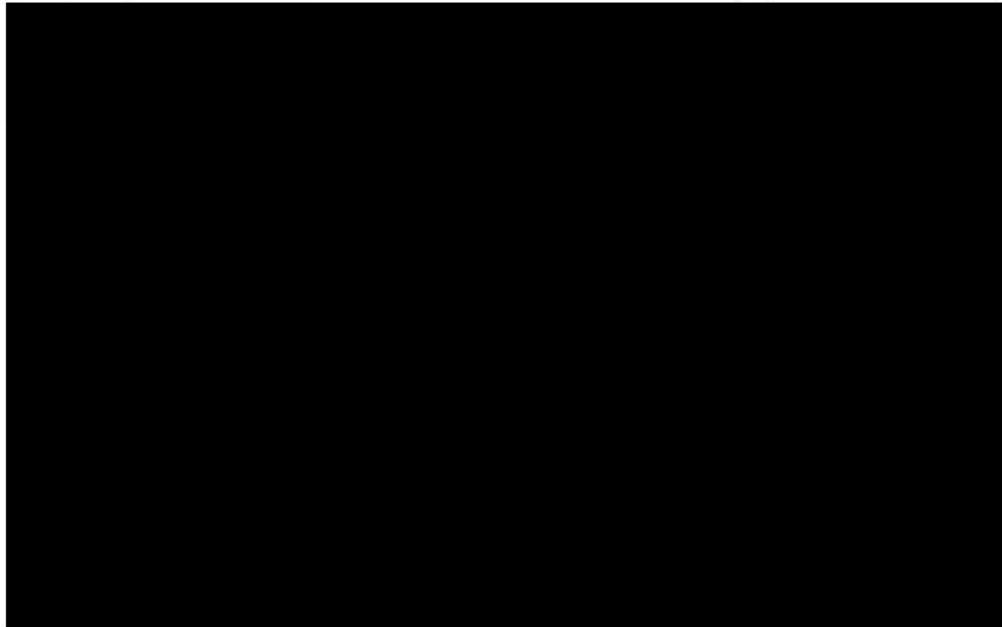
[REDACTED] 360 days for the actual number of days payment is delinquent. In addition to all other remedies available under this Agreement or at Law, if Purchaser fails to pay any undisputed amounts when due, including, without limitation, the Delivery Price under this Agreement, Pfizer may (i) revise the Delivery Schedule, (ii) suspend the delivery of the Product or (iii) terminate this Agreement.

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

1.16 The Agreement is hereby amended by the addition of Section 4.2(d):

“Pfizer shall use Commercially Reasonable Efforts to maintain the Authorization of Product in Switzerland until the end-date of the Delivery Schedule according to Attachment B.”

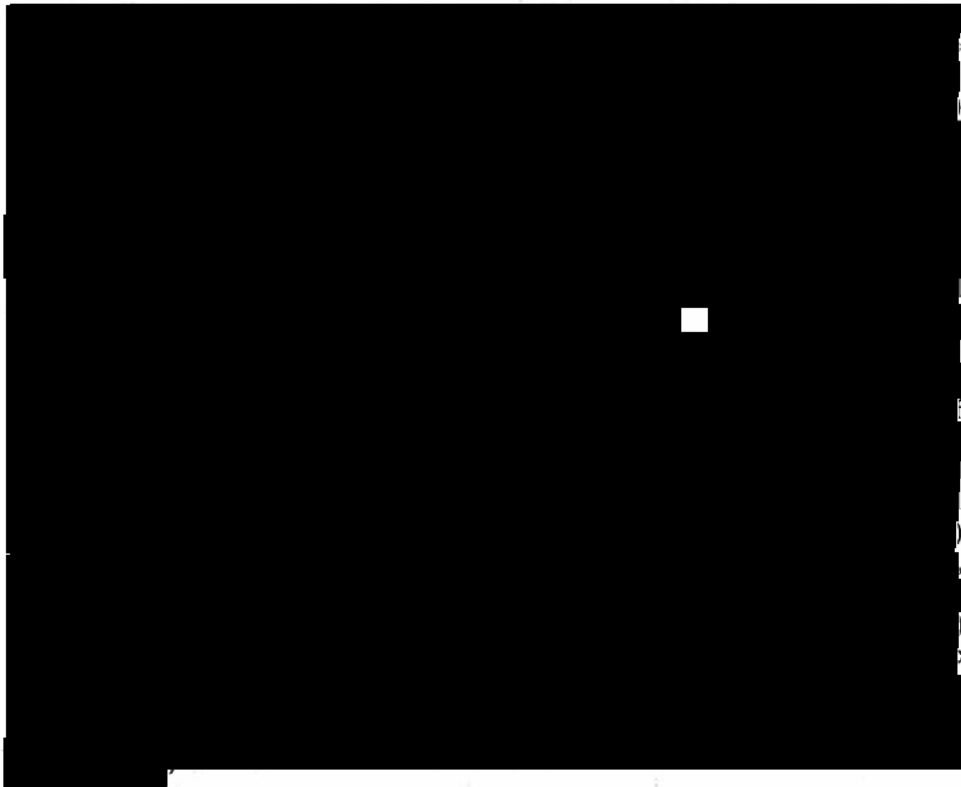
1.17 Section 4.4(b) of the Agreement is hereby deleted in its entirety and amended and replaced with the following language:



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1.18 Section 4.6 of the Agreement is hereby deleted in its entirety and amended and replaced with the following language:

“All Product delivered to Purchaser shall be: (a) stored securely by Purchaser; and (b) distributed by Purchaser only in the Jurisdiction in a secure manner appropriate to the transportation route and destination, in each case (a) and (b) to guard against and deter theft, diversion, tampering, substitution (with, for example, counterfeits) resale or export out of the Jurisdiction, and to protect and preserve the integrity and efficacy of the Product. Purchaser shall promptly notify Pfizer by email [REDACTED] hours (with follow up in writing in line with the notice provisions of this Agreement) if at any time Purchaser believes that any of the Product has been stolen, diverted, tampered with, substituted, or otherwise subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Pfizer. The notice shall provide all information relating to the Product diversion, including, but not limited to, detailed information including the date, time, location, number, batch number(s), expiration date, circumstances, and contact person(s) information. Purchaser shall cooperate with Pfizer or its designee, upon Pfizer’s request, to cooperate in connection with such Product diversion. Except for further distribution in the Jurisdiction permitted in accordance with this Agreement, Purchaser shall not directly or indirectly resell, export, transfer, donate, or otherwise distribute Product without Pfizer’s prior written consent, in its sole discretion.



1.19 Section 4 of the Agreement is hereby amended by adding a new Section 4.9 as follows:

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[REDACTED]

1.20 Section 6.3 of the Agreement is hereby deleted in its entirety and amended and replaced with the following language:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.21 Section 6.5 (c) (ii) is hereby amended and restated as follows:

“(ii) even if the Product has a valid Authorization, Pfizer shall have no liability for any failure to deliver Contracted Doses in accordance with the Delivery Schedule as set forth in Attachment B other than Purchaser’s refund rights stated in Section 6.3.”

1.22 A new Section 12.20 is hereby added to the Agreement:

“The 2023 Firm Order and/or the Second Option shall be null and void if the Swiss Federal Government and/or Parliament have not approved the additional required budget for procurement of medical supplies (including vaccines) against Covid-19 for 2023 [REDACTED]

[REDACTED]

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- 1.23 Attachment B to the Original Agreement as replaced by Attachment B of First Amendment shall be deleted in its entirety and replaced with Attachment B attached to this Second Amendment to reflect the Second Additional Order.
- 1.24 The Parties acknowledge and agree that Attachments C, D and E to the Original Agreement shall be deleted in their entirety and replaced with Attachments C, D and E attached hereto.

2. CONTINUING FORCE AND EFFECT; ENTIRE AGREEMENT

Except as otherwise amended under the terms of Section 1 herein, the Agreement shall remain in full force and effect. This Second Amendment, the First Amendment and the Original Agreement, together with any attachments and amendments (and as such attachments may be amended, amended and restated or replaced from time to time), which are hereby incorporated by reference, constitute the entire agreement of the Parties with respect to its subject matter and merges and supersedes all prior discussions and writings with respect to thereto. Except as otherwise set out herein, no modification or alteration of this Second Amendment or the First Amendment or the Original Agreement shall be binding upon the Parties unless contained in a writing signed by a duly authorized agent for each respective Party and specifically referring hereto or thereto.

3. LAW AND DISPUTES

Any controversy, claim, counterclaim, dispute, difference or misunderstanding arising out of or relating to the interpretation or application of any term or provision of this Second Amendment, or claim arising out of or in connection with this Second Amendment (including non-contractual disputes or claims) shall be governed by and construed under the terms of the Agreement, including but not limited to, the Negotiations of Dispute, Arbitration, Governing Law, Indemnification, Waiver of Sovereign Immunity, and Limits on Liability provisions in the Agreement.

4. COUNTERPARTS; FACSIMILE

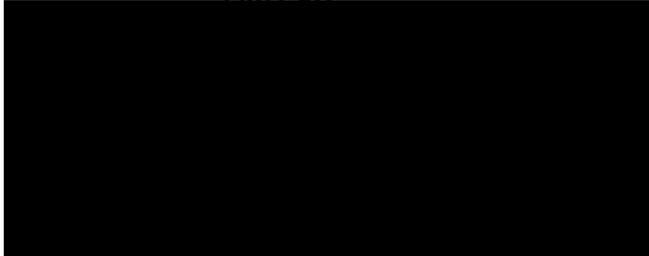
This Second Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party, it being understood that all Parties need not sign the same counterpart. This Second Amendment may be executed and delivered by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means.

[signature on following page]

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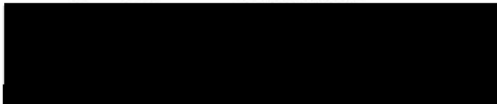
IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be duly executed and delivered as of the Second Amendment Effective Date.

Pfizer AG



SWISS CONFEDERATION, represented by

Federal Office of Public Health



Name: Anne Levy

Title: Director General



Name: Thomas Christen

Title: Vice Director General

The Swiss Armed Forces Pharmacy



Name: Thomas Süssli

Title: Lieutenant General, Chief of the Armed Forces

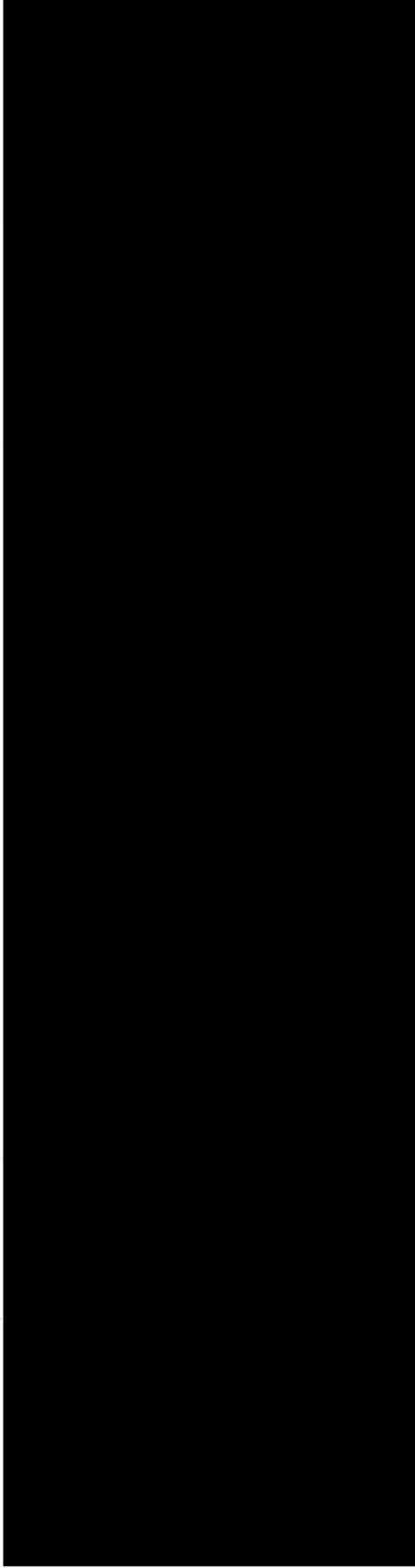


Name: Thomas Kaiser

Title: Major General, Chief of the Armed Forces Logistics Organisation

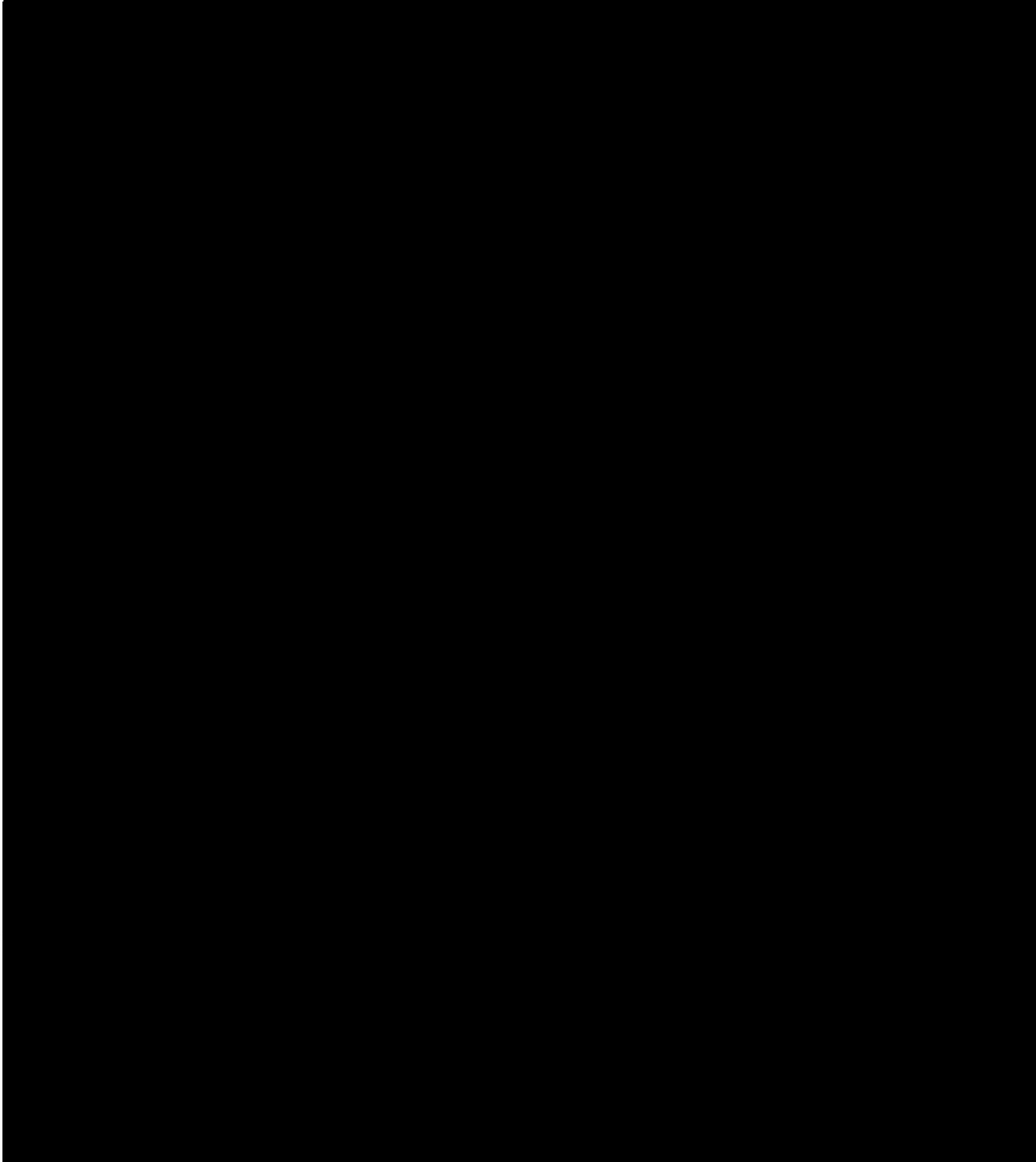
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Attachment B – Delivery Schedule and Price



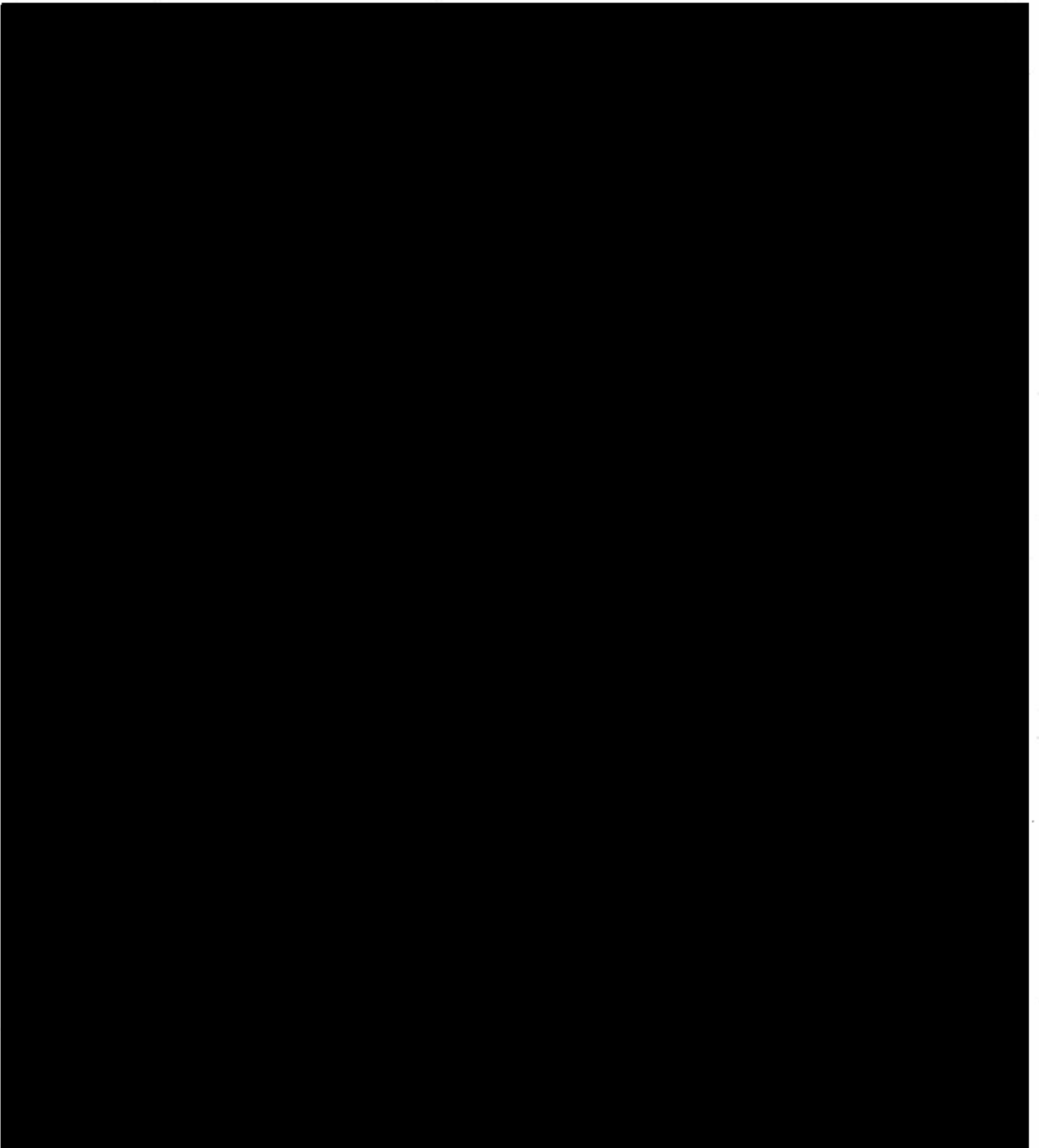
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Attachment C- Delivery Documentation



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Attachment D – Delivery Specification



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Attachment D – Delivery Specification

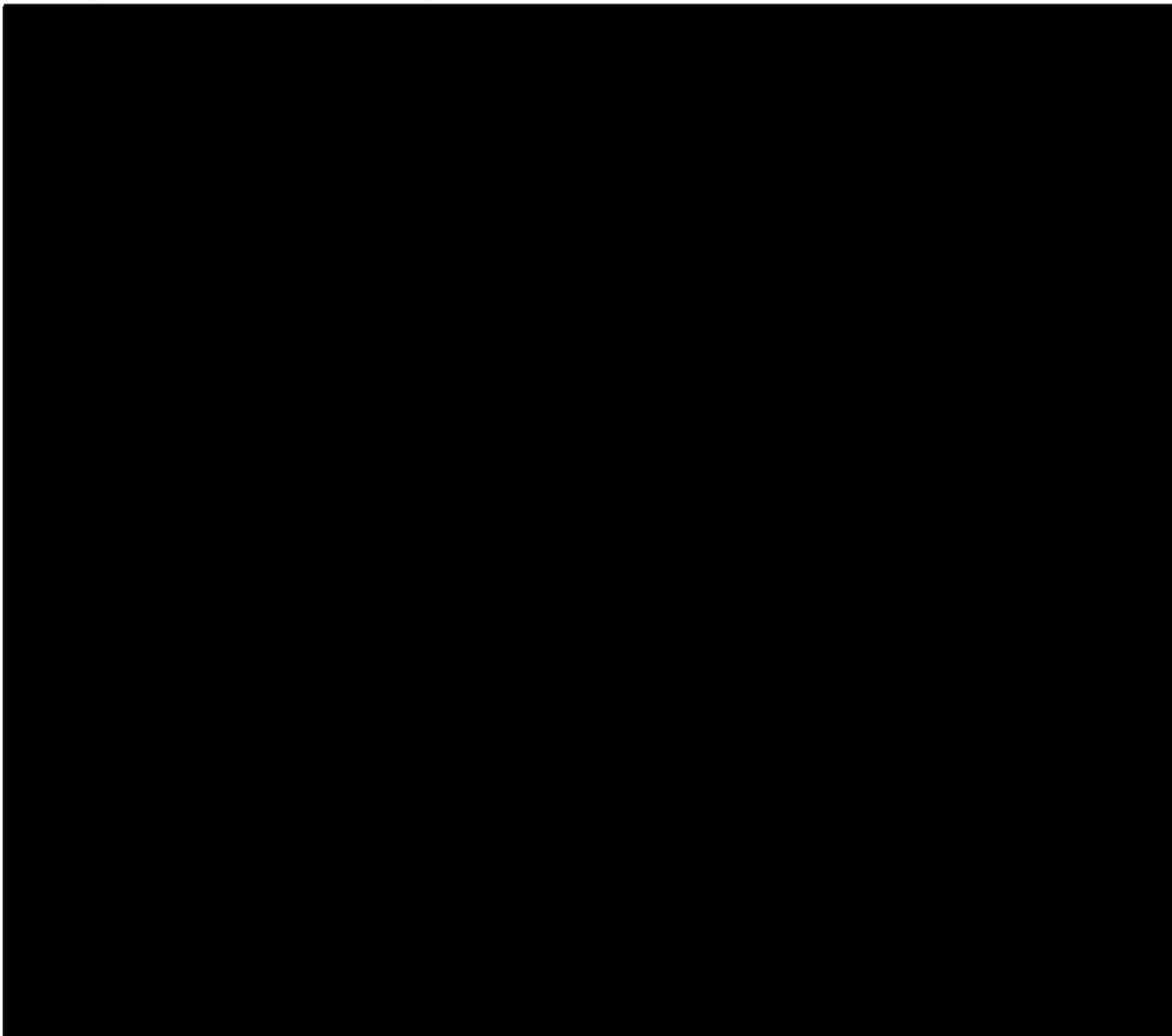


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Attachment D – Delivery Specification



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Attachment E – Labelling and Packaging Specifications

