

**EXECUTION VERSION
CONFIDENTIAL**

THIRD AMENDMENT TO MANUFACTURING AND SUPPLY AGREEMENT

THIS AMENDMENT AGREEMENT (“**Amendment**”) is dated as of 22 December 2021 (“**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**”) and on 23 August 2021 (“**Second Amendment**”). The Second 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, Pfizer has received a Pediatric Delivery Request from the Purchaser;

WHEREAS, the Purchaser has received a Conditional Approval for the Pediatric Vaccine for use in children aged 5 years to 11 years (“**5-11 Pediatric Authorization**”);

WHEREAS, the Parties agree to amend Attachment B to the Agreement to reflect the doses of Pediatric Vaccine to be delivered in calendar years 2022 and 2023 (the “**Pediatric Doses**”);

WHEREAS, the Parties agree to amend Attachments A, D and E to the Agreement to include the Pediatric Doses; and

WHEREAS, in accordance with Section 12.16 of the Agreement, the Parties desire to enter into this Amendment to amend such terms 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 Attachment B to the Agreement shall be deleted in its entirety and replaced with Attachment B attached to this Amendment to reflect the Pediatric Doses.
- 1.2 The Parties acknowledge and agree that Attachments A, D and E to the Agreement shall be deleted in their entirety and replaced with Attachments A, 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 Amendment and the 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 Amendment or the 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.

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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 Amendment, or claim arising out of or in connection with this 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

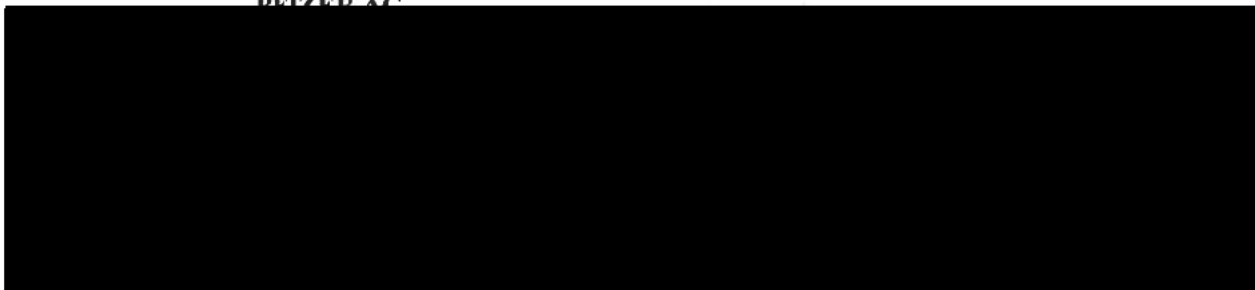
This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party, it being understood that all Parties need not sign the same counterpart. This 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 Amendment to be duly executed and delivered as of the Amendment Effective Date.

BEIZER AG



SWISS CONFEDERATION

represented by Federal Office of Public Health

By: Levy

Name: Goldblum

Title: _____

By: _____

Name: _____

Title: _____

SWISS ARMED FORCES PHARMACY

By: Kaiser

Name: Thomas

Title: _____

By: _____

Suessli

Name: Thomas

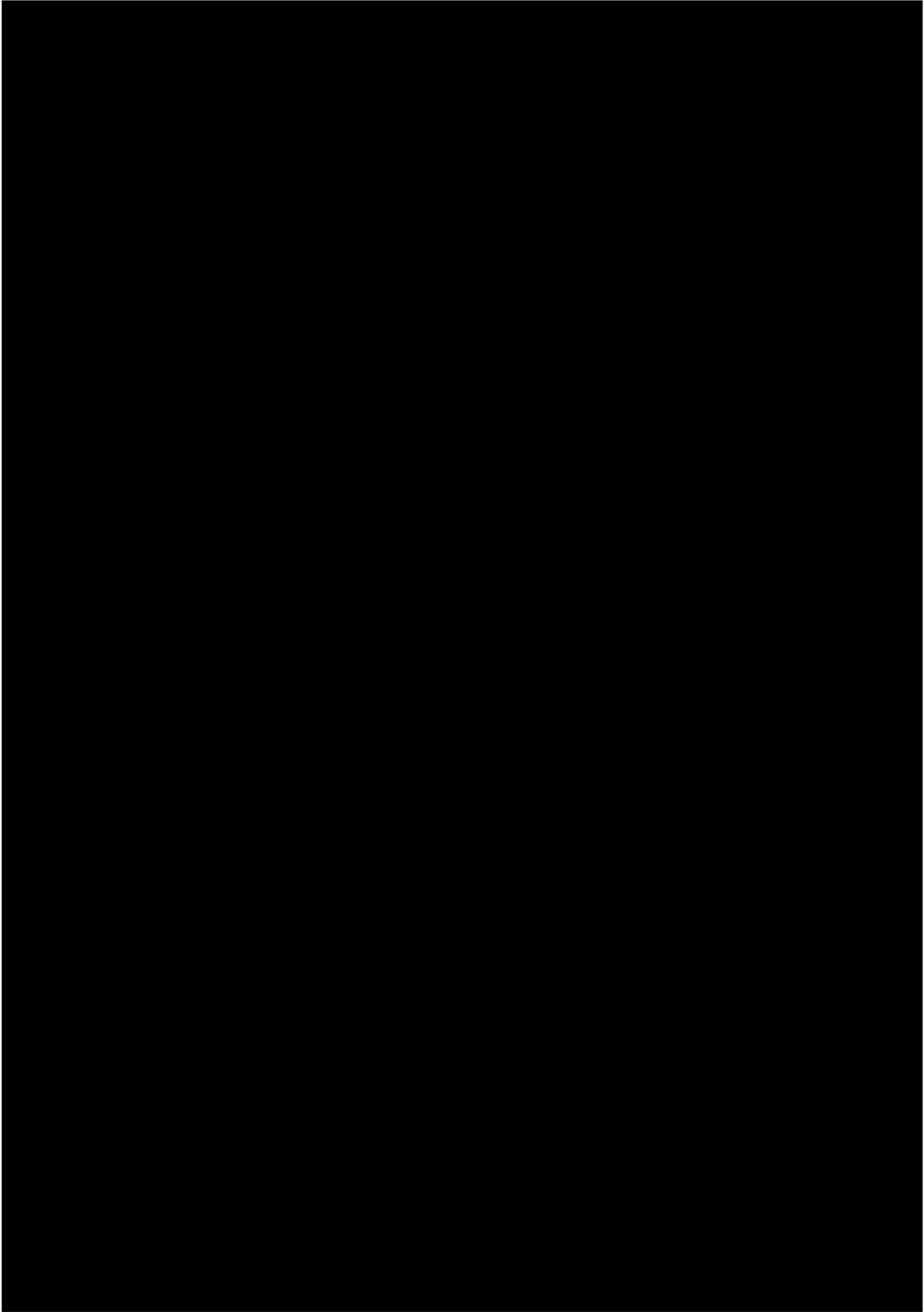
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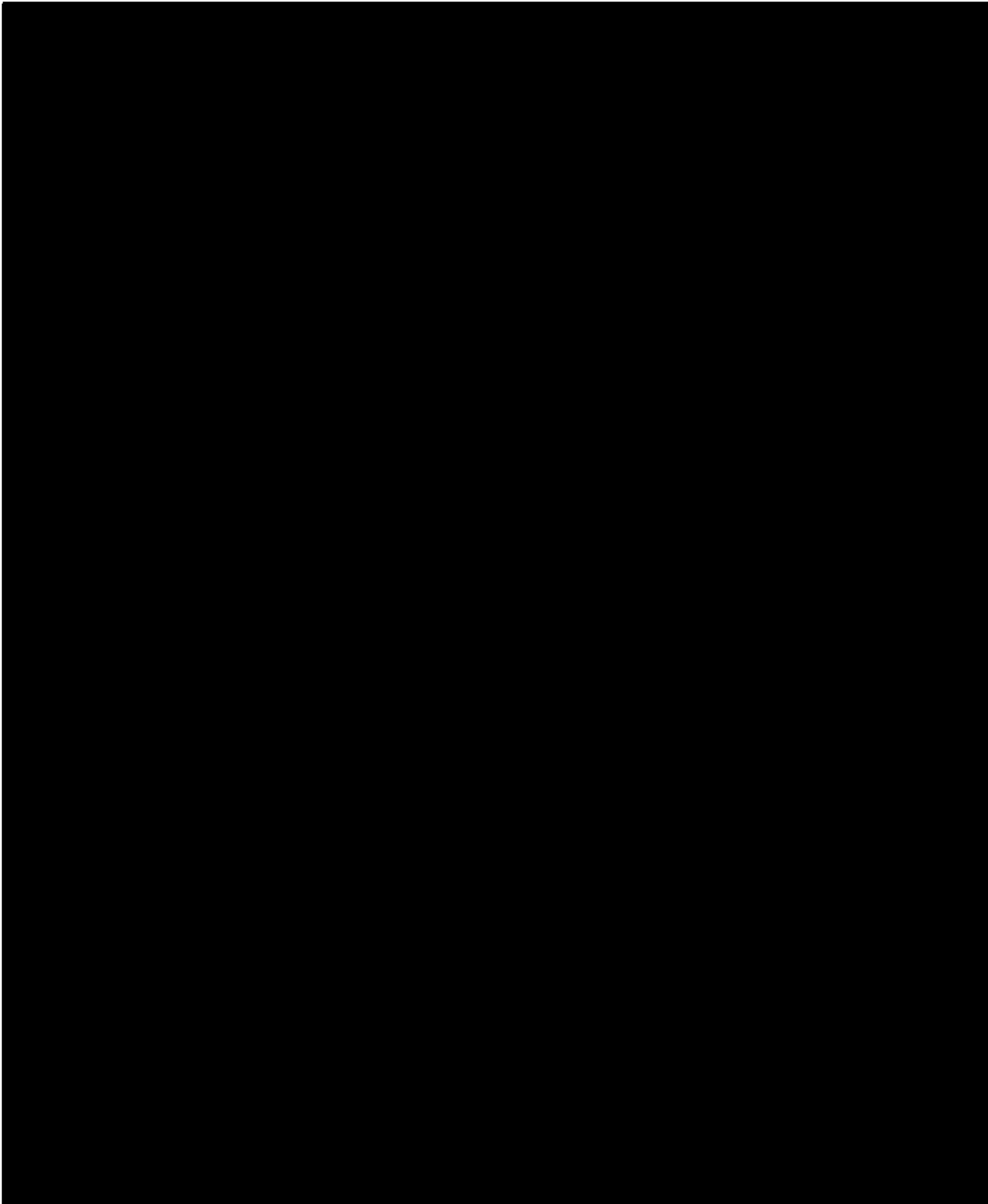
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Attachment A

Part 1 - Specifications 







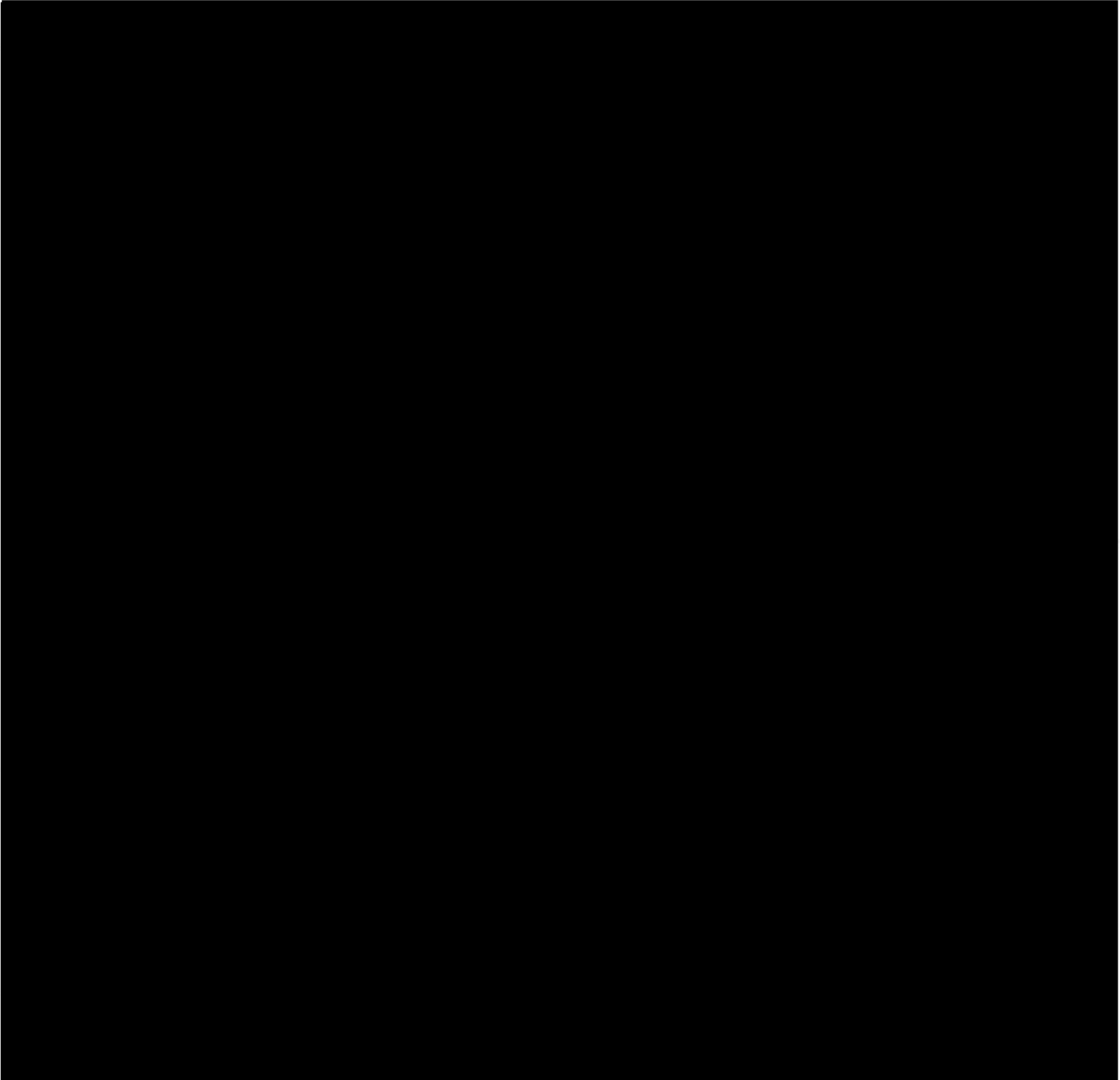
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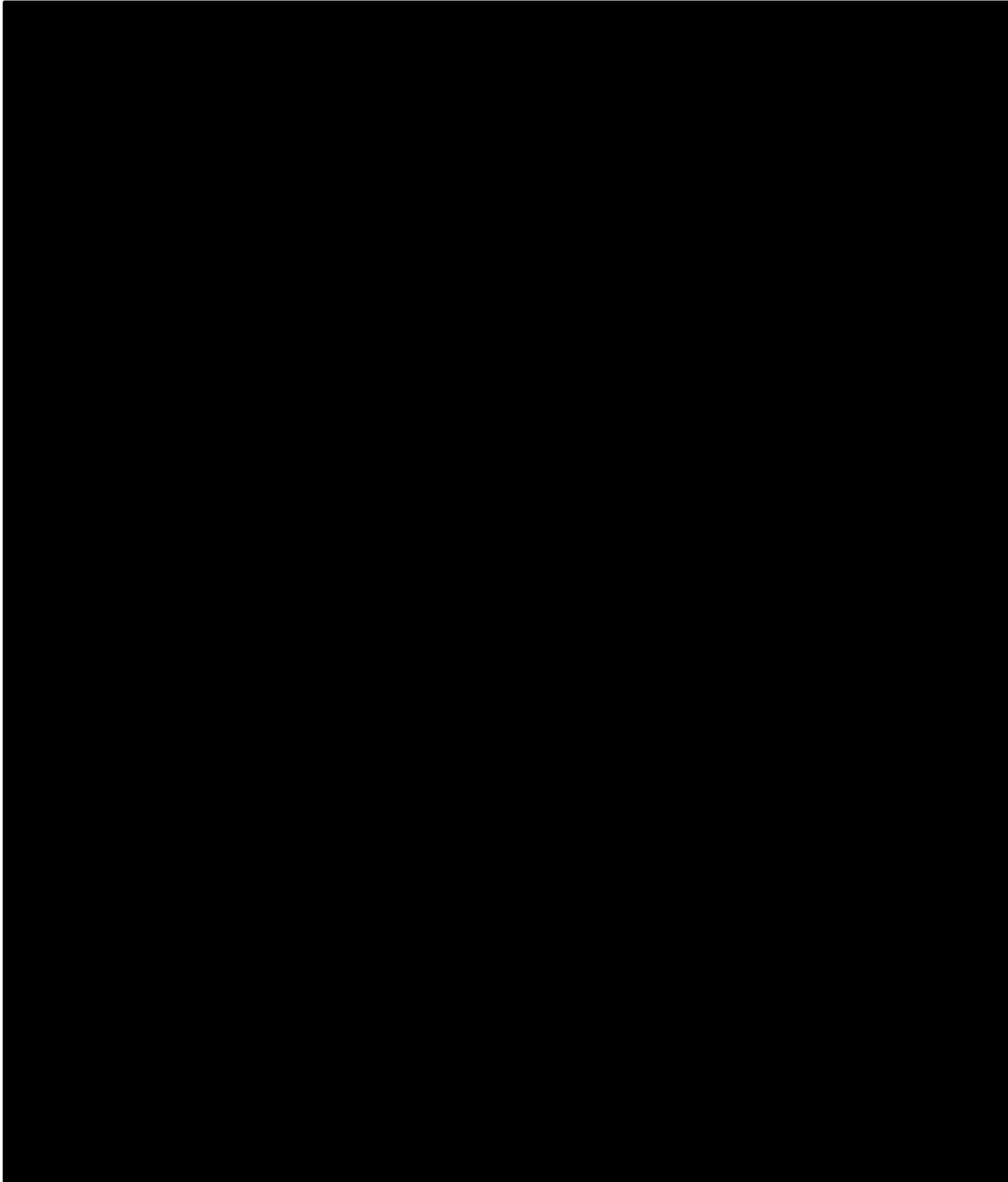


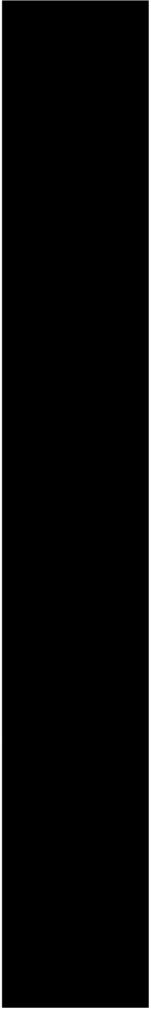
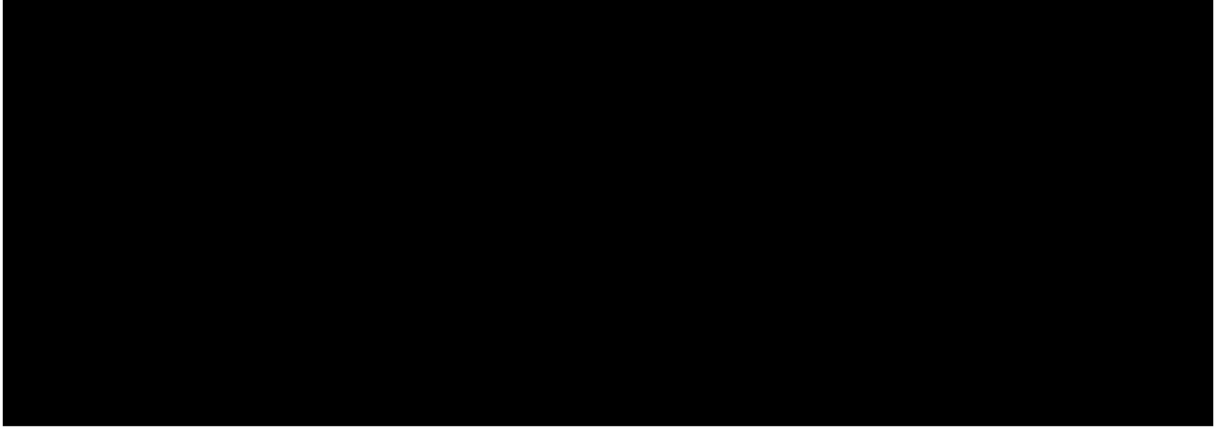
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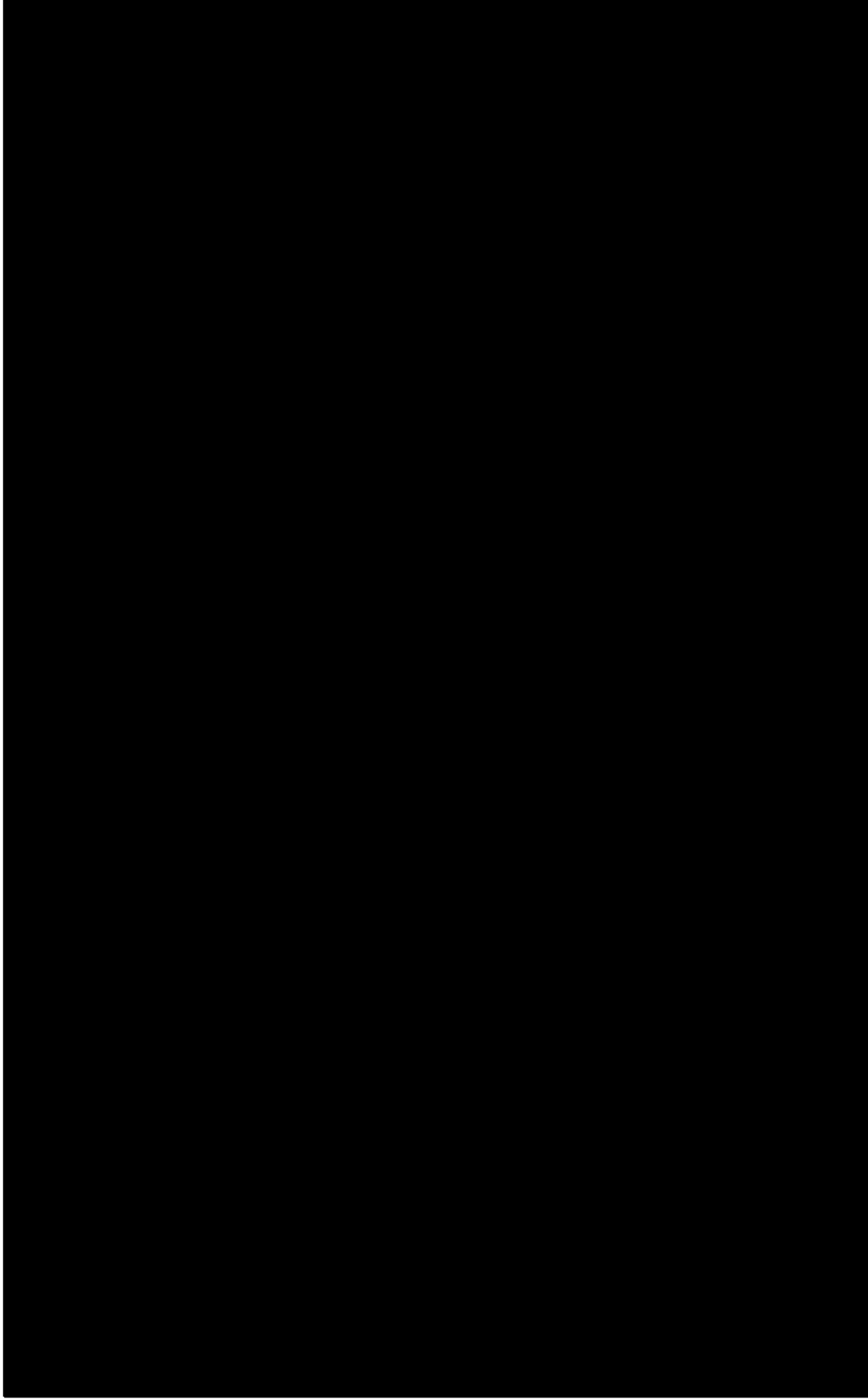






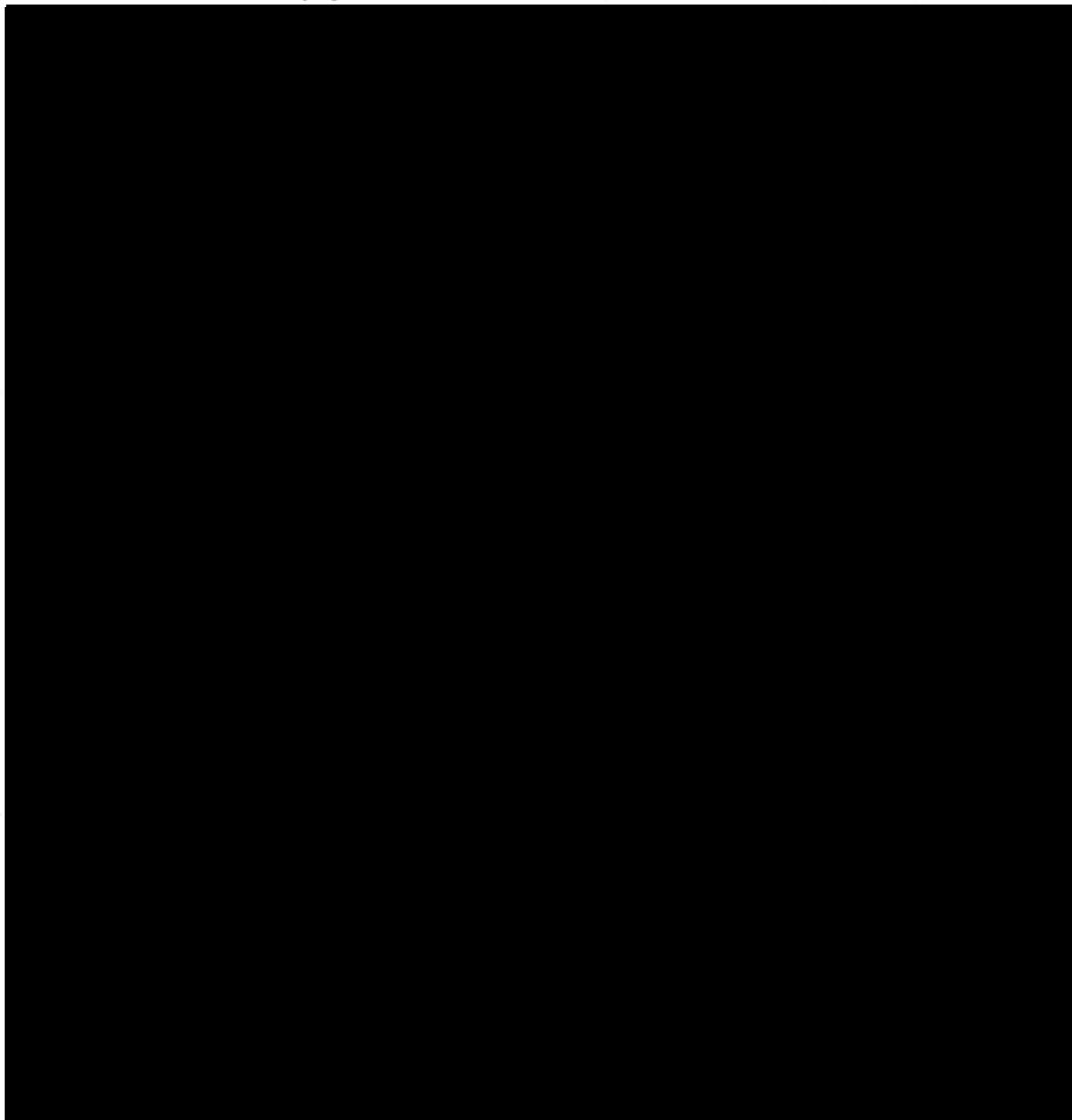
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Attachment B – Delivery Schedule and Price



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Attachment D – Delivery Specification



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Attachment D – Delivery Specification

