

CONFIDENTIAL

AMENDMENT TO MANUFACTURING AND SUPPLY AGREEMENT

THIS AMENDMENT AGREEMENT ("Amendment") is dated as of März 8, 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 ("Agreement") entered into by and between Pfizer and Purchaser on 1 December 2020. 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 Amendment to provide for the purchase of additional doses of Product by Purchaser;

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

"Product" means the medicinal product being BNT162b2, a nucleoside-modified messenger RNA (mRNA) vaccine that encodes an optimised SARS-CoV-2 full length spike glycoprotein (S) for which Authorization has been granted, including any subsequent minor variations approved for use in Switzerland. For the avoidance of doubt, changes to the active substance or antigenic characteristics of BNT162b2 encoding a variant or new strain of SARS-CoV-2 as well as any new formulation of BNT162b2, including any ready-to-use liquid formulation or lyophilized formulation of BNT162b2, are explicitly excluded from the scope of the "Product" as defined herein."

- 1.1 Section 2.3 of the Agreement is hereby amended with the addition of the following subsections (c) and (d) as follows:

"(c) On the Amendment Effective Date, Purchaser shall submit to Pfizer a legally binding and irrevocable purchase order (an "Additional Order") for three million nine hundred thirty (3,000,930) additional doses of Product. The Additional Order shall be subject to the same terms and conditions of this Agreement, as applicable, and the doses in such Additional Order shall be deemed Contracted Doses for purposes of the Agreement and the Amendment.

(d) Adapted Product. In the event that Pfizer, in its sole discretion, develops an adapted product which changes the active substance or antigenic characteristics of BNT162b2 encoding a variant or new strain of SARS-CoV-2 ("Adapted Product"), upon written request from Purchaser to Pfizer, the Parties will negotiate in good faith to agree on the terms of supply for such Adapted Product, [REDACTED]

[REDACTED]

[REDACTED]

- 1.2 The Delivery Schedule referred to in Section 2.4(d) of the Agreement and set out in Attachment B of the Agreement shall be deleted in its entirety and replaced with Attachment B attached to this Amendment to reflect the Additional Order.
- 1.3 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 USD [REDACTED]

[REDACTED]

- 1.4 Section 4.2(c) of the Agreement is hereby amended to include the following language at the end of such section:

"In order to maintain an efficient supply chain for the manufacture, release and supply of the Product, Pfizer will be solely responsible for determination of manufacturing and

[REDACTED]

testing locations and will conduct testing in accordance with the Authorization. The Parties have agreed that Pfizer will not be required to respond to, or provide product or method transfer in connection with, requests for local testing, requests for lot release protocols or requests for registration samples in this Agreement or in subsequent amendments or extensions of this Agreement."

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.

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.

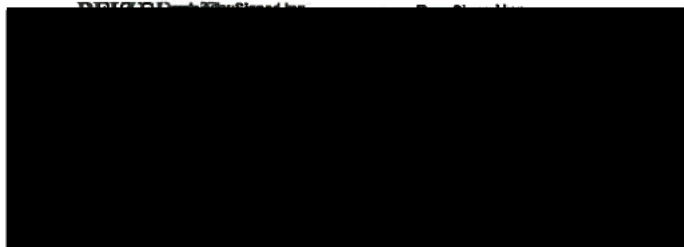
4. COUNTERPARTS; FACSIMILE

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]





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

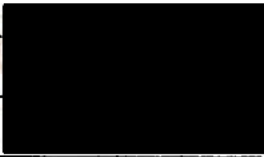




SWISS CONFEDERATION,
represented by

Federal Office of Public Health

By: 	By: 
Name: <u>Levy Anne</u>	Name: <u>Kronig Romero Nora</u>
Title: <u>Director-General</u>	Title: <u>Vice director general</u>

The Swiss Armed Forces Pharmacy

By: 	By:  <u>Chef Logistikbasis der Armee</u>
Name: <u>Thomas Suessli</u>	Name:  <u>Divisionar Thomas Kaiser</u>
Title: _____	Title: _____



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Attachment B – Delivery Schedule and Price

