From: Janssen Pharmaceutica NV ("**Janssen**")

To: The French Republic represented by [redacted], chief executive of Santé publique France (the "**EU Reselling MS**")

Attention: [redacted],
[redacted]
Santé publique France
12 rue du Val d'Osnes
94415 Saint-Maurice cedex
FRANCE
[redacted]

27 September 2021

**Re: conditional consent to envisaged resale**

Dear Madam, Sir,

Reference is made to the advance purchase agreement for the purchase and supply of Janssen's SARS-CoV-2 vaccine, Ad26.COV2-S, recombinant (the "**Vaccine**"), dated 21 October 2020, by and between the European Commission (the "**Commission**"), acting on behalf and in the name of the Member States of the European Union listed therein (the "**Participating Member States**") on the one hand, and Janssen on the other hand (the "**EU APA**") pursuant to which the Commission, on behalf of and in the name of the Participating Member States, advance purchased a certain volume of Vaccine doses.

Capitalized terms used but not otherwise defined in this letter have the meaning given to them in the EU APA.

We have been informed pursuant to clause I.4.7.1(iii) of the EU APA that the EU Reselling MS contemplates the resale to Swiss Confederation (the "**Recipient**"), of *150 000* Vaccine doses labelled as requiring shipment and storage at -20°C, which doses have already been Delivered (for the purpose of this paragraph only, as defined in the EU APA) by Janssen under the EU APA and are in the EU Reselling MS' possession (together, the "**Resold Doses**" and each such dose, a "**Resold Dose**") (the "**Envisaged Resale**").

Janssen hereby wishes to confirm its consent to the Envisaged Resale, subject to satisfaction of the following conditions:

1. EU Reselling MS shall, through a legally binding agreement with the Recipient, ensure that:
    a. the Resold Doses will be used by the Recipient (or, with respect to Resold Doses donated and/or resold by the Recipient to Liechtenstein, by the government of Liechtenstein) in (i) the sovereign territory of Recipient (or in an embassy, consulate or armed forces installation of Recipient outside of its sovereign territory but subject to its jurisdiction) or (ii) only with respect to Resold Doses donated and/or resold by the Recipient to Liechtenstein, the sovereign territory of Liechtenstein ((i) and (ii) collectively, the "**Territory**"), solely for the purpose of vaccinating individuals in the Territory, directly (through the Recipient or the government of Liechtenstein) or

indirectly (including through a Third Party engaged by the Recipient or the government of Liechtenstein), against COVID-19 during the emergency pandemic response period; and

b. the Resold Doses are not used by the Recipient (or, with with respect to Resold Doses donated and/or resold by the Recipient to Liechtenstein, by the government of Liechtenstein) after the Vaccine Expiry Date and, in the event the Recipient (or, if applicable, the government of Liechtenstein) has any unadministered stock of the Resold Doses on the Vaccine Expiry Date, the Recipient (or, if applicable, the government of Liechtenstein) destroys such stock of unadministered Resold Doses at its cost and provides Janssen with a certificate of destruction:

2. the Envisaged Resale must not exceed a volume of Vaccine doses equal to the Resold Doses;

3. the EU Reselling MS shall be responsible for delivery of the Resold Doses to the Recipient ("**Delivery**") and all logistics in relation to the shipment of the Resold Doses to the Recipient (including adherence to Cold Chain requirements) as well as the costs thereof, and Janssen shall not bear any liability in such respect;

4. the EU Reselling MS must have paid Janssen in full for the Resold Doses prior to Delivery to the Recipient;

5. Janssen having confirmed in writing to the EU Reselling MS that appropriate regulatory approval has been granted for the COVID Vacine labelled as requiring shipment and storage at -20°C by the relevant regulatory authorities in the Territory;

6. [redacted]

7. Janssen having received from the Recipient a signed copy of the supplemental agreement in a form satisfactory to Janssen (the "**Supplemental Agreement**"); and

8. the EU Reselling MS having notified Janssen in advance of the intended Delivery date.

Unless and until each of the conditions listed above are satisfied, Janssen shall not be deemed to have agreed to the Envisaged Resale and the EU Reselling MS shall consequently not be entitled to Deliver or initiate shipment of the Resold Doses to the Recipient.

Upon Delivery of the Resold Doses to the Recipient, the EU Reselling MS shall notify Janssen thereof.

Sincerely yours

[redacted]

27 September 2021