ADVANCED PURCHASE AGREEMENT

1. The Swiss Confederation, represented by the Swiss Federal Office of Public Health, Schwarzenburgstrasse 157, 3003 Bern, Switzerland and the Swiss Armed Forces Pharmacy, Worblentalstrasse 36, 3063 Ittigen, Switzerland ("**Switzerland**"),

2. The Kingdom of Sweden, represented by the Swedish Government, SE-103 33 Stockholm, Sweden ("**Sweden**"), and

3. AstraZeneca AB, a party incorporated in Sweden having a business address of KVARNBERGAG 16, 151 85 SÖDERTÄLJE (**"AstraZeneca"**).

WHEREAS, AstraZeneca and the European Commission (the "**Commission**") acting on behalf of and in the name of the member states of the European Union who have not exercised their rights to opt out (the "**Participating Member States**") entered into that Advance Purchase Agreement for the production, purchase and supply of the ChAdOx1 nCov-19 vaccine in the European Union dated 27 August 2020 (the **"EU APA"**).

WHEREAS, in accordance with the provisions set out in the EU APA, AstraZeneca has agreed to supply certain Vaccine Doses allocated to each Participating Member State, should it manage to develop a safe and effective vaccine against COVID-19 (**"Vaccine"**).

WHEREAS, in accordance with Section 8.3(b) and 8.3(c) of the EU APA, each Participating Member State may resell, at no profit, Initial Europe Doses and/or Optional Doses to Switzerland and other European countries that are not Member States if such other European countries agreed to be bound by the terms and conditions of the EU APA applicable to Participating Member States.

WHEREAS, Sweden is a Participating Member State under the EU APA and is purchasing Initial Europe Doses and/or Optional Doses from AstraZeneca under the EU APA.

WHEREAS, Switzerland and Sweden have entered into an agreement (the "**Resell Agreement**") whereby Sweden will resell to Switzerland the Doses of Vaccine allocated for Switzerland and the Principality of Liechtenstein (the "**Swiss Allocated Doses**").

WHEREAS, Switzerland has agreed or will agree to resell to the Principality of Liechtenstein ("**Liechtenstein**") the Swiss Allocated Doses allocated for Liechtenstein (the **"Liechtenstein Allocated Doses"**) pursuant to a framework agreement with Liechtenstein for supply of COVID-19 vaccine.

WHEREAS, Sweden and Switzerland desire that the Swiss Allocated Doses be delivered directly from AstraZeneca to Switzerland, rather than be delivered to Sweden.

WHEREAS, Switzerland agreed in the Resell Agreement to reimburse Sweden for all delivery costs plus applicable taxes, fees, and VAT associated with the Swiss Allocated Doses.

WHEREAS, Switzerland wishes to enter into this Advanced Purchase Agreement (this "**Agreement**"), in order to (a) satisfy the condition under the EU APA to be bound by the terms

and conditions of the EU APA applicable to Participating Member States (b) and address such other items as are set forth in this Agreement, in each case as set forth in this Agreement.

WHEREAS, Switzerland and AstraZeneca will each receive benefits by entering into this Agreement, including but not limited to, the benefit of direct delivery from AstraZeneca to Switzerland and the benefit of the contractual protections contained herein from Switzerland to AstraZeneca.

WHEREAS, capitalized terms that are used but not otherwise defined herein shall have the meaning for such capitalized terms set forth in the EU APA.

The Parties hereto agree as follows:

Article 1
Subject matter

1.1 By execution of this Agreement, Switzerland hereby:

(a) acknowledges and agrees that this Agreement is subject in all respects to the EU APA and agrees to be bound by the terms and conditions of the EU APA applicable to Participating Member States, including but not limited to those specifically called out below;

(b) acknowledges and agrees that, consistent with Section 11.1 of the EU APA, AstraZeneca shall be the sole owner of all Vaccine IP Rights, that AstraZeneca shall be entitled to exclusively exploit any such Vaccine IP Rights, and that AstraZeneca does not grant to Switzerland by implication, estoppel or otherwise, any right, title, license, or interest in the Vaccine IP Rights;

(c) makes the representations, warranties and covenants contained in Article 13 of the EU APA in the same manner and with the same effect as if Article 13 of the EU APA were included in this Agreement and Switzerland were a Participating Member State;

(d) shall be bound by Article 14 of the EU APA as an Indemnifying Party;

(e) waives and releases any claim against AstraZeneca arising out of or relating to: (a) lack of safety or efficacy of the Vaccine, subject to compliance by AstraZeneca with applicable EU regulatory requirements for a pandemic product, limited to manufacture by AstraZeneca of the Vaccine in accordance with Good Manufacturing Practices; (b) use or administration of the Vaccine under pandemic conditions, [redacted]

(f) shall be bound as either the Disclosing Party or Receiving Party as the context shall dictate under Article 16 of the EU APA but applicable to this Agreement *mutatis mutandis*; it being further understood and agreed that the performance of this Agreement shall include the resale of the Liechtenstein Allocated Doses, and that AstraZeneca does not object to Switzerland disclosing AstraZeneca's Confidential Information to Liechtenstein as a third party according to the terms and conditions set forth in Article 16 for disclosure of Confidential Information to third parties; and

(g) shall be bound by and shall comply with the provisions of Sections 6.1, 7.3 and 7.4 (subject to the payment provisions set forth herein), Section 8.4 and Article 17 (except to the extent the data related to the Swiss Allocated Doses is subject to the Swiss Federal Act on Data Protection) of the EU APA in the same manner and with the same effect as if each of such Articles were included in this Agreement and in the manner that each such provision in those Articles would apply if Switzerland were a Participating Member State.

1.2 By execution of this Agreement, AstraZeneca hereby:

(a) shall have the sole right and responsibility for all aspects relating to the research and development of the Vaccine with the goal of establishing a Vaccine that is safe and efficacious for manufacture and sale as contemplated by the EU APA pursuant to Article 4.1 of the EU APA;

(b) shall be bound as either the Disclosing Party or Receiving Party as the context shall dictate under Article 16 of the EU APA; and

(c) shall be bound by and shall comply with the provisions of Sections 14.2, 15.3 and Article 17 of the EU APA in the same manner and with the same effect as if each of such Article was included in this Agreement and in the manner that each such provision in those Articles would apply if Switzerland were a Participating Member State.

1.3 Switzerland has agreed to receive the Liechtenstein Allocated Doses and is accordingly authorized to provide the Liechtenstein Allocated Doses to the Principality of Liechtenstein. The terms of this Agreement and of the Resell Agreement shall apply, *mutatis mutandis*, to the delivery by AstraZeneca to Switzerland of the Liechtenstein Allocated Doses. For clarity, notwithstanding the resale of the Liechtenstein Allocated Doses, Switzerland is and shall remain the Indemnifying Party under Article 14 of the EU APA for all Liabilities and Losses for and arising from the Liechtenstein Allocated Doses.

1.4 Switzerland may donate Swiss Allocated Doses to lower or middle income countries that agree to be bound by the terms and conditions of the EU APA applicable to a Participating Member State.

Article 2
Entry into force

2.1 This Agreement shall become effective upon execution and delivery by each of Switzerland, Sweden and AstraZeneca.

Article 3
Payment, Allocation, and Delivery

3.1 Payments for Doses.

(a) Sweden is purchasing Doses of Vaccine from AstraZeneca pursuant to the EU APA and the Swiss Allocated Doses are a portion thereof. Sweden shall pay AstraZeneca for all Swiss Allocated Doses, pursuant to the terms of the EU APA. The price paid by Sweden for the Doses of Vaccine pursuant to the EU APA is exclusive of VAT as clarified in the exchange of letters between AstraZeneca and the European Commission on 26 August 2020 and 27 August 2020. To the extent applicable, VAT will be added to the price of the Doses of Vaccine by AstraZeneca.

(b) Sweden separately entered into a Resell Agreement with Switzerland to resell the Swiss Allocated Doses to Switzerland in accordance with the terms of the EU APA.

(c) Sweden shall pay AstraZeneca directly for the Swiss Allocated Doses, including applicable delivery costs and applicable taxes, fees, and VAT, pursuant to the EU APA and the Order Forms between Sweden and AstraZeneca. Switzerland shall pay Sweden directly for the Swiss Allocated Doses, including applicable delivery costs and applicable taxes, fees, and VAT, pursuant to the terms of the Resell Agreement.

3.2 Allocation. The volume of the Swiss Allocated Doses is set out in the Resell Agreement. Sweden and Switzerland will agree on a Distribution Hub in Switzerland. Sweden will notify AstraZeneca with the agreed upon Swiss Allocated Doses and Distribution Hub in Switzerland in an EU APA Order Form as described in Section 3.3.

3.3 Delivery; Distribution; Storage and Destruction.

(a) Sweden will submit an Order Form for the Swiss Allocated Doses to AstraZeneca pursuant to the EU APA. All such Doses shall be delivered by AstraZeneca to a single Distribution Hub located in Switzerland.

(b) AstraZeneca shall notify Sweden and Switzerland in good time prior to such time that AstraZeneca expects Swiss Allocated Doses to be available. Such Swiss Allocated Doses may be delivered in portions of the total number of Swiss Allocated Doses. Such notification shall include an estimate of the total number of Swiss Allocated Doses expected to be available for delivery and the expected dates that such Swiss Allocated Doses will be available to be shipped to the Distribution Hub designated in the Order Form described in Section 3.3 (a). AstraZeneca shall not be required to make any deliveries to Switzerland where the delivery size would be less than [redacted]

(c) AstraZeneca, the Representative for Sweden, and the Representative for Switzerland shall work together to identify the final delivery schedule for such Doses taking into account the goal of creating an efficient delivery of all the Swiss Allocated Doses. Delivery at such Distribution Hub will occur [redacted]. Sweden

shall reimburse AstraZeneca for all delivery costs incurred by AstraZeneca for delivery to the Distribution Hubs in Sweden and Switzerland plus all applicable taxes, fees, and VAT. Sweden shall reimburse AstraZeneca within [redacted] days of being invoiced therefor.

(d) AstraZeneca will deliver the Swiss Allocated Doses from the EU to a Distribution Hub in Switzerland. AstraZeneca will assist, as necessary, Switzerland with the importation of the Swiss Allocated Doses. Switzerland shall be responsible for all documentation, taxes and costs related to importation of the Swiss Allocated Doses into Switzerland. Upon and after delivery by AstraZeneca to the respective Distribution Hub in Switzerland, Switzerland shall be responsible for transportation and distribution of the Swiss Allocated Doses. For clarity, the Cost of Goods for the Swiss Allocated Doses does not include any costs incurred in the distribution of the Swiss Allocated Doses within Switzerland, which costs shall be entirely covered by Switzerland.

(e) AstraZeneca will provide Sweden and Switzerland with at least [redacted] working days' notice of when the Swiss Allocated Doses or a portion thereof are available for delivery (the "**Available Swiss Doses**"). In the event Switzerland fails to permit AstraZeneca to deliver the Available Swiss Doses to the relevant Distribution Hub, Switzerland shall be responsible for all storage costs associated with the Available Swiss Doses. In such event, AstraZeneca will agree to store such Doses for up to an additional [redacted] working days after such [redacted] working day period (at the cost of Switzerland, including the cost of any amounts required to insure the Available Swiss Doses during such period). After such [redacted] day period, AstraZeneca may continue to store the Available Swiss Doses at the cost of Switzerland if Switzerland agrees to this. To the extent that either AstraZeneca or Switzerland do not agree to continue to store the Available Swiss Doses, AstraZeneca may sell those Doses to a third party or destroy the Available Swiss Doses at the cost of Switzerland for which the Available Swiss Doses are being stored. Switzerland shall be obligated to reimburse AstraZeneca for all costs associated with distribution, storage, and destruction of the Available Swiss Doses within [redacted] days of being invoiced therefor provided that AstraZeneca provides to Switzerland specific evidence for such costs.

(f) For clarification, Sweden's responsibility for delivery to Switzerland of the Swiss Allocated Doses is limited to what is expressly set out in this Agreement and Sweden is not obligated to assist in any physical delivery of the Swiss Allocated Doses.

(g) In case Switzerland will have the right to order, and orders Optional Doses under the Resell Agreement, then such Optional Doses shall be delivered to Switzerland on the same terms, and following the same procedure, as set out in this Article 3.

3.4 Method of Payment. To the extent that any payments are due from Switzerland to AstraZeneca hereunder, all payments to AstraZeneca under this Agreement shall be made by deposit of Euros by wire transfer of immediately available funds in the requisite amount to such bank account as AstraZeneca may from time to time designate by written notice to Switzerland. For the purpose of calculating any sums due under, or otherwise reimbursable pursuant to this Agreement, [redacted]

3.5 Indirect Taxes/VAT. If any Indirect Taxes are chargeable in respect of any payments under this Agreement, then the paying Party shall pay any chargeable Indirect Taxes at the applicable rate. The Parties shall issue invoices for all goods and services supplied under this Agreement consistent with Indirect Tax requirements, and to the extent any invoice is not initially issued in an appropriate form, the Parties shall cooperate to provide such information or assistance as may be necessary to enable the issuance of such invoice consistent with Indirect Tax requirements.

Article 4
Regulatory Matters

4.1 Compliance; Assistance. AstraZeneca shall be responsible for timely complying with all legal requirements of approval processes and the marketing authorization of the Vaccine in Switzerland by the Swiss Agency for Therapeutic Products ("**Swissmedic**"). Notwithstanding the foregoing, Switzerland shall use Best Reasonable Efforts, within the framework of their competencies, to support AstraZeneca in providing accelerated OMCL testing if the requirements of safety, quality and efficacy of the Vaccine allow it to do so and are fully met. Switzerland shall use their Best Reasonable Efforts to support, within the framework of their competencies, AstraZeneca in its Best Reasonable Efforts to achieve for the Vaccine fast access to the Swiss population through Swiss access mechanisms, including accelerated regulatory approval processes.

4.2 Post-Launch Safety and Risk Management Studies. In the event that post-launch safety or risk management studies for the Vaccine are required by the Swiss regulatory authorities and these studies are not already covered by Section 10.3 of the EU APA, [redacted]

4.3 Alerts. AstraZeneca shall promptly forward to Swissmedic any significant alerts reported by AstraZeneca to EMA concerning the Vaccine.

4.4 Swiss Pharmacovigilance Requirements. In relation to the Swiss Allocated Doses, AstraZeneca shall use its Best Reasonable Efforts to comply with Swiss pharmacovigilance requirements.

Article 5
Communication details; Notices

5.1 Notices. Any notice given under this Agreement shall be in writing in English, shall refer to this Agreement and shall be sent by either pre-paid recorded first class post/pre-paid airmail or courier to the principal office or registered office of the recipient or by electronic transmission to the addresses set forth below:

Switzerland:

[redacted]

Federal Office of Public Health
Schwarzenburgstrasse 157, 3003 Bern, Switzerland
E-mail: [redacted]
E-mail: [redacted]

Copy to

[redacted]
The Swiss Armed Forces Pharmacy
Worblentalstrasse 36, 3063 Ittigen, Switzerland
Email: [redacted]
Email: [redacted]

Sweden:

[redacted]
Folkhälsomyndigheten/Public Health Authority
SE-171 82 Solna, Sweden
E-mail: [redacted]

AstraZeneca:

[redacted]
Neuhofstrasse 34, 6340 Baar Switzerland
[redacted]

Copy to

[redacted]
1800 Concord Pike Wilmington, DE 19850-5437 United States of America
[redacted]

Any written notice sent by a Party that is actually received by the other Party shall be deemed to have been properly given and received by that Party irrespective of whether or not the delivery requirements of Section 5.1 have been complied with.

5.2 Representative. The Participating Member State reselling the Doses of the Vaccine to Switzerland appoints above named person as its Representative for purposes of Section 2.2 of the EU APA. For the purpose of this Agreement, Switzerland has designated the same above referenced person as its duly appointed Representative concerning the entirety of this Agreement and the following subjects:

(a) Orders and delivery of the Swiss Allocated Doses to the Distribution Hub as described herein.

(b) Indemnification as described in Section 14 of the EU APA.

(c) Release; Limitation of Liability; Disclaimer of Warranties as described in Section 15 of the EU APA.

In all dealings concerning those subjects, Switzerland hereby represents and warrants that its Representative will have full power to execute, deliver, and receive on Switzerland's behalf all notices, requests and other communications and the Switzerland agrees that AstraZeneca shall be entitled to act and rely upon any statement, request, notice or agreement made or given by such Representative. Switzerland shall have the right, power and authority to replace such Representative upon written notice to AstraZeneca stating that such prior Representative is being replaced and providing the name and relevant contact information for the replacing Representative. Switzerland shall bear the costs of its respective Representative.

Article 6
Representations, Warranties and Covenants

6.1 Switzerland represents, warrants and covenants to AstraZeneca and Sweden that:

(a) the execution and delivery of this Agreement and the performance by it of the transactions contemplated hereby have been duly authorized by all necessary action;

(b) it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder, including to satisfy the payment obligations hereunder;

(c) this Agreement has been duly executed and is a legal, valid and binding obligation on it, enforceable against it in accordance with its terms;

(d) it is not under any obligation, contractual or otherwise, to any Person or third party that conflicts with or is inconsistent in any material respect with the terms of this Agreement or that would impede the complete fulfillment of its obligations under this Agreement; and

(e) it shall comply with all Applicable Laws that are applicable to its activities and operations under this Agreement.

6.2 Sweden represents, warrants and covenants to AstraZeneca and Switzerland that:

(a) the execution and delivery of this Agreement and the performance by it of the transactions contemplated hereby have been duly authorized by all necessary action;

(b) it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder, including to satisfy the payment obligations hereunder;

(c) this Agreement has been duly executed and is a legal, valid and binding obligation on it, enforceable against it in accordance with its terms;

(d) it is not under any obligation, contractual or otherwise, to any Person or third party that conflicts with or is inconsistent in any material respect with the terms of this Agreement or that would impede the complete fulfillment of its obligations under this Agreement; and

(e) it shall comply with all Applicable Laws that are applicable to its activities and operations under this Agreement.

6.3 AstraZeneca represents, warrants and covenants to Sweden and Switzerland that:

(a) the execution and delivery of this Agreement and the performance by it of the transactions contemplated hereby have been duly authorized by all necessary corporate action;

(b) it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

(c) this Agreement has been duly executed and is a legal, valid and binding obligation on it, enforceable against it in accordance with its terms;

(d) it shall use its Best Reasonable Efforts to ensure that the Swiss Allocated Doses shall be manufactured in accordance with, and shall comply in all material respects with, current Good Manufacturing Practices in the country where the Swiss Allocated Doses are manufactured, including adherence to EMA pharmacovigilance regulations;

(e) it is not under any obligation, contractual or otherwise, to any Person or third party that conflicts with or is inconsistent in any material respect with the terms of this Agreement or that would impede the complete fulfillment of its obligations under this Agreement;

(f) all information, including historic financial information, submitted to Switzerland in relation to this Agreement is true, complete and accurate in all material respects; and

(g) it shall comply with all Applicable Laws that are applicable to its activities and operations under this Agreement.

6.4 For avoidance of doubt, AstraZeneca hereby confirms that Sweden has no obligations according to Section 14 and Section 15 of the EU APA for the Swiss Allocated Doses.

Article 7
Miscellaneous; Governing Law; Dispute

7.1 The provisions of Section 18.1, Section 18.4, and Sections 18.6 through and including 18.12 of the EU APA are incorporated herein *mutatis mutandis*.

7.2 Each of the Parties irrevocably submit to the exclusive jurisdiction of the courts located in Brussels, Belgium to settle any dispute which may arise under or in connection with this Agreement or the legal relationships established by this Agreement.

7.3 In the event of a dispute arising under this Agreement between the Parties, the Parties shall first refer such dispute to informal dispute resolution discussions between [redacted] AstraZeneca, Sweden, or Switzerland may initiate such informal dispute resolution by sending written notice of the dispute to the other Party, and, within twenty (20) days of such notice, the executive officers identified in the prior sentence (or their respective designees, which designee is required to have decision-making authority on behalf of such Party) shall meet and attempt to resolve the dispute by good faith negotiations.

7.4 AstraZeneca does not object to Sweden sharing any information it receives in its capacity as a Participating Member State with Switzerland subject to the terms of Article 16 of the EU APA incorporated herein by reference pursuant to Sections 1.1(f) and 1.2(b) of this Agreement.

Article 8
Termination; Survival

8.1 [redacted]

Without prejudice to the indemnification rights of AstraZeneca and the other Indemnified Persons under Section 1.1 (d), no additional compensation shall be claimed from Switzerland for any damages AstraZeneca might incur due to the termination.

8.2 The following provisions of this Agreement shall survive expiration or termination of this Agreement: Section 1.1, Sections 3.1, 3.2, 3.3, and 3.5, Article 4, Section 5.1, Article 6, Article 7, and this Article 8.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement.

ASTRAZENECA AB

[redacted]

Date: 2020-10-15

SWEDEN

THE SWEDISH GOVERNMENT

[redacted]

Date: 2020-10-15

SWITZERLAND, represented by

FEDERAL OFFICE OF PUBLIC HEALTH

Name: Anne Lévy
Title: Director-General
Date: 2020-10-15

Name: Nora Kronig Romero
Title: Vice-Director
Date: 2020-10-15

THE SWISS ARMED FORCES PHARMACY

Name: Thomas Süssli
Title: Chief of the Armed Forces
Date: 2020-10-15

Name: Daniel Aeschbach
Title: Chief a.i. Army Pharmacy
Date: 2020-10-15

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement.

ASTRAZENECA AB

Name:

Title:

Date:

SWEDEN

THE SWEDISH GOVERNMENT

[redacted]

Date: 2020-10-15

SWITZERLAND, represented by

FEDERAL OFFICE OF PUBLIC HEALTH

[redacted]

Name: Anne Lévy

Title: Director-General

Date: 2020-10-15

[redacted]

Name: Nora Kronig Romero

Title: Vice-Director

Date: 2020-10-15

THE SWISS ARMED FORCES PHARMACY

Thomas Suessl [redacted]

Name: Thomas Süssli

Title: Chief of the Armed Forces

Date: 2020-10-15

Chef Logistikbasis der Armee

[redacted]

Name: ~~Daniel Aeschbach~~

Title: ~~Chief a.i. Army Pharmacy~~

Date: 2020-10-15

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