

**HEADS OF TERMS – SUBJECT TO CONTRACT**

Pfizer Inc (“Pfizer”) and BioNTech SE (together “the Suppliers”) are developing a vaccine intended to help prevent COVID-19 disease caused by SARS-CoV-2, having initiated a phase 1/2 study in April 2020 in Germany and a second phase 1/2 study in May 2020 in the United States (US). On 13 July 2020, Pfizer and BioNTech informed that the FDA granted fast track designation for two investigational vaccines candidates. More information can be found under:

[www.pfizer.com/science/coronavirus/vaccine](http://www.pfizer.com/science/coronavirus/vaccine).

The Pfizer-BioNTech COVID-19 vaccine development program is based on BioNTech’s proprietary mRNA-based technology, a novel technology platform (the “Vaccine”).

The Swiss Confederation (“Switzerland”), acting through the Federal Office of Public Health and the Swiss Armed Forces Pharmacy wishes to secure Vaccine supply for Switzerland during the pandemic period.

The Vaccine is being evaluated as a potential two dose regimen in a non-preserved multi-dose vial configuration. Subject to clinical success, Pfizer and BioNTech anticipate potential approval from the European Commission as early as Autumn 2020, initially under conditional marketing authorization through a centralized procedure. After filing of the application for (conditional) marketing authorization with the European Medicines Agency (“EMA”), Pfizer and BioNTech (or their designee) will also file the application for marketing authorization of the Vaccine in Switzerland with the Swiss Agency for Therapeutic Products (“Swissmedic”) (the marketing authorization of the Vaccine by Swissmedic being defined as the “Marketing Authorization”).

Switzerland acknowledges and agrees that the Suppliers’ efforts to develop and manufacture the Vaccine are aspirational in nature and subject to significant risks and uncertainties. Notwithstanding the efforts and any estimated dates set forth in this Heads of Terms, the Parties recognize that the Vaccine is currently in Phase 1/2 clinical trials and that, despite the diligent efforts of the Suppliers in research, and development and manufacturing, the Vaccine may not be successful due to technical, clinical, regulatory, manufacturing or other challenges or failures.

Accordingly, the Suppliers shall have no liability for any failure by the Suppliers to develop or obtain Marketing Authorization of the Vaccine in Switzerland in accordance with the estimated dates described in this Heads of Terms. Even if the Vaccine is successfully developed and obtains Marketing Authorization in Switzerland, the Suppliers shall have no liability for any failure to deliver doses in accordance with any estimated delivery dates set forth herein (other than as set out in the Advance Payment section of this Heads of Terms document), nor shall any such failure give Switzerland any right to cancel orders for any quantities of Vaccine (other than as set out in the Order & Delivery section of this Heads of Terms document).

This document records the provisional outline terms between Pfizer and Switzerland in respect of the supply but the parties acknowledge that these terms are proposed as the basis for concluding a definitive agreement (the “Definitive Agreement”). The provisions of this Heads of Terms document do not describe all the terms and conditions that would be included in the Definitive Agreement. The legal effect of this document is clearly set out at the end of this Heads of Terms document.

PARTIES	
Parties	(1) Pfizer Inc; and  (2) Swiss Confederation, represented by the Federal Office of Public Health and the Swiss Armed Forces Pharmacy.

Effective Date & Conditionality	Execution of the Definitive Agreement shall be conditional on the prior agreement of Swiss Federal Government and/or Parliament and/or Cantonal Governments, should Swiss Federal and/or Cantonal law require such prior agreements.
---------------------------------	--

**PANDEMIC SUPPLY**

Order & Delivery	<p>Switzerland will place a binding order (the "Order") for 3 million doses of the Vaccine designed to vaccinate 1.5 million people in Switzerland. Subject to points (i) to (v) below, it is estimated that the Order will be delivered as follows (the "Interim Delivery Schedule") provided that Marketing Authorization is received by [REDACTED] er [REDACTED].</p> <ul style="list-style-type: none"><li>• [REDACTED]</li><li>• [REDACTED]</li><li>• [REDACTED]</li><li>• [REDACTED]</li></ul> <p>(i) No doses will be shipped prior to the Suppliers receiving a Marketing Authorization. The Suppliers shall use commercially reasonable efforts to seek and obtain and, if and when granted, maintain Marketing Authorization for the Vaccine and make use of such Marketing Authorization by delivering the Vaccine to Switzerland.</p> <p>(ii) If Marketing Authorization is received after [REDACTED], then the Interim Delivery Schedule will shift accordingly and be adjusted to reflect the delay between [REDACTED] and the date of Marketing Authorization (this will be referred to as the "Adjusted Delivery Schedule").</p> <p>(iii) If Marketing Authorization is not received by [REDACTED], Suppliers will have no obligation to deliver against the Interim Delivery Schedule or the Adjusted Delivery Schedule.</p> <p>(iv) [REDACTED]</p> <p>(v) [REDACTED]</p> <p>Under no circumstances will the Suppliers be subject to or liable for any late delivery penalties.</p>
------------------	--

Supply	<p>Based on current knowledge and subject to Marketing Authorization, the Vaccine is expected to be a two dose regimen in a concentration liquid formulation [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<b>PRICING</b>	
Vaccine Pricing	<p>Pricing will be as follows:</p> <ul style="list-style-type: none"><li>• [REDACTED] per dose for Batch 1; and</li><li>• [REDACTED] per dose for Batch 2,</li></ul> <p>including a reservation fee of [REDACTED] per dose.</p> <p>In total, the 3 million doses ordered will have a total consideration of \$ [REDACTED] (the "Total Cost"). Value added tax (if applicable) will be added to the Total Cost but otherwise the Total Cost is inclusive of transportation and delivery costs to the location agreed by the Parties, plus normal customs clearance costs up to delivery to Switzerland in Switzerland. Switzerland shall bear expenses for use of the Vaccine in Switzerland, including, but not limited to, those for storage of the Vaccine and distribution of the Vaccine in Switzerland.</p>
Advance payment	<p>Switzerland agrees to pay an upfront payment of [REDACTED] to Suppliers within [REDACTED] days of signature of this Heads of Terms document (the "Advance Payment"). The Advance Payment shall be deemed a reservation fee for the reservation commitment of the Suppliers under this Heads of Terms and shall be counted as a payment towards the Delivery Price as defined below.</p> <p>The Parties agree that [REDACTED] of the Advance Payment will be refunded if the Suppliers do not obtain Marketing Authorization by [REDACTED], provided that the Suppliers have timely filed the application and used commercially reasonable efforts in the Marketing Authorization process.</p> <p>Also, if Marketing Authorization is received on or before [REDACTED] [REDACTED] will be returned ratably for the amount of doses not delivered during the calendar year 2021 except for cases where such event is solely attributable to Switzerland.</p>
Further payment terms	<p>After the Advance Payment is made, the remainder of the contracted price per dose (the "Delivery Price") is to be paid promptly to Suppliers against invoice(s) to be raised upon delivery/ies of contracted doses. The Delivery Price is equal to the price per dose set out above minus the Advance Payment per dose, multiplied by the number of doses supplied in the relevant timeframe. If Suppliers are unable to manufacture and deliver any contracted doses, the Delivery Price would not be payable or due to Suppliers for the undelivered</p>

	doses (and for clarity, the Suppliers would retain possession of and have no obligation to deliver the doses).
<b>OTHER PROVISIONS</b>	
Liability protection	The Definitive Agreement will include the Indemnification provision in <u>Appendix A</u> hereto.
Intellectual Property	Suppliers will be the sole owners of all intellectual property they generate during the development, manufacture and supply of the Vaccine or otherwise related to the Vaccine.
Other Terms	The Definitive Agreement shall contain other terms typically found in supply agreements to be agreed by the parties, including, without limitation: warranties, representations, further assurance and "boiler-plate" provisions, including force majeure.
Information	<p>The Suppliers shall keep Switzerland and Swissmedic apprised of the progress of the development of the Vaccine and shall provide Switzerland with such information regarding that development as Switzerland reasonably requests.</p> <p>The Suppliers will discuss and agree with Swissmedic all aspects of the application submission and procedure for Marketing Authorization in Switzerland, which will be aligned with the Marketing Authorisation application to the EMA. As part of this procedure the Suppliers will provide Swissmedic with relevant updates, in alignment with those provided to the EMA.</p>
Legal Costs	Each party will bear its own legal costs in preparing and concluding the Definitive Agreement.
<b>EFFECT OF HEADS OF TERMS</b>	
Effect of Heads of Terms	The parties identified at the end of this document expressly agree that the terms of this Heads of Terms document are intended to be and are legally binding on the parties.
Confidentiality	<p>Each party named below hereby agrees that the terms of this Heads of Terms comprises the confidential information of the parties identified below, each of which shall hold the same subject to the terms of the confidentiality agreement between the Suppliers and Switzerland dated 26 June 2020.</p> <p>The parties agree that, upon a request by a foreign governmental authority, Suppliers shall have the right to disclose pricing and volumes contained in these Heads of Terms.</p> <p>Should Switzerland receive a request under the Swiss Transparency Act to disclose any confidential information, it will notify Suppliers as soon as reasonably practicable, thereby enabling Suppliers to comment on the information to be disclosed in accordance with applicable laws.</p> <p>No party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of these terms, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any</p>

	relevant securities exchange), any court or other authority of competent jurisdiction.
Negotiation	The parties shall use commercially reasonable efforts, acting in good faith, to enter into the Definitive Agreement within [REDACTED] of the date of execution of this Binding Term Sheet. Upon its execution by both parties, the Definitive Agreement will supersede and replace this Heads of Terms with immediate effect. Should the parties fail despite good faith negotiations to conclude the Definitive Agreement within this timeframe, this Heads of Terms will on written notice from one party to the other become void and, in the event of such notice being served, there will be no liability on the part of any party other than the full refund by the Suppliers to Switzerland of the Advanced Payment.
Governing Law and Jurisdiction	[REDACTED]
Counterparts	This Heads of Terms may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Heads of Terms may be executed by facsimile, PDF format via email or other electronically transmitted signatures and such signatures shall be deemed to bind each party hereto as if they were original signatures.

*[signature pages follow]*

Confidential

SIGNED for and on behalf of  
Pfizer

Name: [REDACTED]

Position: [REDACTED]

Signature: [REDACTED]

Date: 05/10/2020

SIGNED for any on behalf of  
Swiss Confederation, represented by

The Federal Office of Public Health

Name: Lévy Anne

Position: Director-General

Signature: [REDACTED]

Date: 21/10/20

Name: Kronig Romero Nora

Position: Vice Director-General

Signature: [REDACTED]

Date: 06.10.2020

The Swiss Armed Forces Pharmacy

Name: [REDACTED]

Position: Thomas

Signature: Suessli

Date: [REDACTED]

Name: [REDACTED]

Position: Chef/Logistikbasis der Armee

Signature: [REDACTED]  
Divisionär Thomas Kaiser

Date: 12.10.2020

*Confidential*

**Appendix A**  
**Full Liability & Indemnity Provision for the Definitive Agreement**

**Indemnification by Government.** Government hereby agrees to indemnify, defend and hold harmless Pfizer, BioNTech, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Confidential

