THE RECIPIENT GOVERNMENT LISTED ON THE FOLLOWING PAGE

-and-

JANSSEN PHARMACEUTICA NV

SUPPLEMENTAL AGREEMENT

This Agreement is made on the latest date specified on the signature page of this Agreement **between:**

(1) **THE SWISS CONFEDERATION**, represented by the Swiss Federal Office of Public Health, with offices at Schwarzenburgstrasse 153, 3097 Liebefeld, Switzerland and the Swiss Armed Forces Pharmacy, with offices at Worblentalstrasse 36, 3063 Ittigen, Switzerland ("**Recipient Government**"); and

(2) **JANSSEN PHARMACEUTICA NV**, incorporated in Belgium with company number 0403834160 whose registered office is at 30 Turnhoutseweg, B-2340 Beerse ("**Janssen**").

Whereas:

(A) An advance purchase agreement was entered into as of 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 and in the name of the Participating Member States, advance purchased a given quantity of the COVID Vaccine.

(B) The Commission entered into the EU APA on behalf and in the name of the Participating Member States in accordance with an Agreement between the Commission and the Participating Member States referred to in Annex III of the EU APA (the "**Procurement Agreement**").

(C) One or more Participating Member States (each a "**EU Reselling Member State**" and together the "**EU Reselling Member States**") have expressed a willingness to resell to the Recipient Government a certain volume of Vaccine Doses of the COVID Vaccine that the Commission has purchased from Janssen in their name and on their behalf under the EU APA (each such dose to be resold, a "**Transferred Vaccine Dose**", and together such volume of Vaccine Doses, the "**Transferred Vaccine Doses**").

(D) In recognition of the circumstances in which the Transferred Vaccine Doses have been developed, the Recipient Government has agreed to indemnify Janssen and each member of Janssen's Group against certain risks, and perform certain other activities, as set out in this Agreement. This Agreement has been entered into to give effect thereto.

It is agreed as follows:

1 Definition and Interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires:

"**Adjudicated**" has the meaning given to it in Clause 2.2.1(c);

"**Adverse Events Following Immunisation**" has the meaning given to it in Clause 5.2;

"**EU APA**" has the meaning given to it in Recital (A);

"**Claim**" has the meaning given to it in Clause 2.3.1;

"**Cold Chain**" means, in relation to Vaccines Doses, temperature-controlled storage and transport conditions in accordance with the Specifications;

"**Confidential Information**" has the meaning given to it in Clause 6.1;

"**Control**" means the power (whether direct or indirect through one or more other persons) to direct or cause the direction of a person's affairs, whether by means of holding shares, possessing voting power, exercising contractual powers or otherwise, and "**Controlled**" will be construed accordingly;

"**COVID Vaccine**" means the final drug product form of the Vaccine Candidate, the substance of which has received Regulatory Approval;

"**Delivery**" means delivery by any EU Reselling Member State or its contractors of any quantity of Transferred Vaccine Doses to the Recipient Government, and the terms "**Deliver**" and "**Delivered**" (or any similar construct) shall be construed accordingly;

"**Dispute**" has the meaning given to it in Clause 9.14.2;

"**EU Reselling Member State(s)**" has the meaning given to it in Recital (C);

"**Failure to comply with GMP**" has the meaning given to it in Clause 2.2.1(b);

"**Good Distribution Practices**" means the current good distribution practices for medicinal products required by the standards, rules, principles and guidelines promulgated by the EU Guidelines on Good Distribution Practice of Medicinal Products for Human Use (2013/C 343/01), in each case as applicable to and at the time of distribution of the Transferred Vaccine Doses;

"**Good Manufacturing Practice**" means the current good manufacturing practices requiredby the standards, rules, principles and guidelines promulgated by EU Directive 2001/83/EC (as amended by Directive 2004/27/EC), EU Directive 2003/94/EC and EudraLex - Volume 4 of the Rules Governing Medicinal Products in the EU entitled "EU Guidelines to Good Manufacturing Practice Medicinal Products for Human and Veterinary Use", in each case as applicable to and at the time of manufacture of the Transferred Vaccine Doses;

"**Group**" means, in respect of any person or organisation, all persons and organisations that directly or indirectly Control, are Controlled by or are under the common Control with that person or organisation from time to time;

"**ICC**" has the meaning given to it in Clause 9.14.1;

"**Indemnified Persons**" has the meaning given to it in Clause 2.1;

"**Indirect Tax**" means value added, sales, consumption, goods and services taxes or other similar tax required by applicable Law to be disclosed as a separate item on the relevant invoice

or import documentation including, for the avoidance of doubt, any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112);

"**Intellectual Property Rights**" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including Know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"**Janssen**" has the meaning given to it in the preamble;

"**Know-how**" means industrial and commercial information and techniques, in each case, in any form and which is not in the public domain (otherwise than through a breach of confidentiality obligations), and including instruction, operational and training manuals, reports, drawings, tables of operating conditions, market forecasts, and lists and particulars of customers and suppliers;

"**Law**" means all civil codes, statutes, legislation, regulations, rules, by-laws, instruments, rules of common law, judgments, decrees or orders of any governmental, administrative, supervisory, regulatory or determinative authority, agency, court or other organisation of any jurisdiction, in each case which is established by, or having the authority of, law, and other measures or decisions having the force of law in any jurisdiction from time to time;

"**Liechtenstein Vaccine Doses**" means the Transferred Vaccine Doses sold to the government of Liechtenstein or otherwise made available by the Recipient Government for use in Liechtenstein;

"**Losses**" has the meaning given to it in Clause 2.1;

"**No Fault Compensation System**" means a no fault compensation system satisfying the minimum requirements set out in **Schedule 1** that provides, amongst other matters, compensation to individuals who have been vaccinated with the COVID Vaccine or Vaccine Candidate and who suffer serious physical injury or death caused by the COVID Vaccine or Vaccine Candidate, without the need to demonstrate a defect in the COVID Vaccine or Vaccine Candidate or any fault by a person;

"**Purpose**" means use of the Transferred Vaccine Doses to vaccinate individuals in the Territory against SARS-CoV-2/COVID-19 prior to its applicable Vaccine Expiry Date;

"**Recipient Government**" has the meaning given to it in preamble;

"**Residence**" means the place of permanent home or principal establishment;

"**Regulatory Approval**" means any approval (emergency use or otherwise) granted or issued by a regulatory authority and required for the legal marketing, importation, distribution, sale, administration and use of the Vaccine Candidate in any jurisdiction, including with respect to the European Union the Conditional Marketing Authorization for the Vaccine Candidate granted by the European Commission on 11 March 2021 (as may be amended, supplemented or replaced from time to time);

"**Required Approvals**" has the meaning given to it in Clause 3.2;

"**Special Situations**" has the meaning given to it in Clause 5.2;

"**Specifications**" means the specifications and requirements for the Transferred Vaccine Doses as set out in the Conditional Marketing Authorization for the Vaccine Candidate granted by the European Commission on 11 March 2021 (as may be amended, supplemented or replaced from time to time), and the Required Approvals;

"**Territory**" means (i) the sovereign territory of Switzerland as well as an embassy, consulate or armed forces installation of Switzerland outside of its sovereign territory but subject to its jurisdiction and (ii) the sovereign territory of Liechtenstein;

"**Third Party**" means any person other than Janssen, a member of Janssen's Group, and the Recipient Government;

"**Transferred Vaccine Dose**" has the meaning given to it in Recital (C);

"**Transferred Vaccine Doses**" has the meaning given to it in Recital (C);

"**Vaccinated Individual**" means any individual who has been administered the COVID Vaccine (or, as the case may be, any individual, group, entity or organization purporting to represent, act on behalf or, recover for or in respect of, or seek damages with respect to, any such individual or group of such individuals);

"**Vaccine Candidate**" means Janssen's investigational SARS-CoV-2 vaccine, Ad26.COV2-S, recombinant;

"**Vaccine Dose**" means, with respect to the COVID Vaccine, one single injection of up to $1x10^{11}$ viral particles (one dose);

"**Vaccine Expiry Date**" means, with respect to any vial of the Vaccine, the date on which the shelf life of such vial of COVID Vaccine ends as identified by Janssen;

"**WHO**" means the World Health Organization;

"**Willful Misconduct**" has the meaning given to it in Clause 2.2.1(a).

1.2 Interpretation

1.2.1 References to the "**Parties**" mean the Recipient Government and Janssen and their respective successors and permitted assigns.

1.2.2 References to a statute or statutory provision include:

(a) that statute or statutory provision as from time to time modified, re-enacted or consolidated, whether before or after the date of this Agreement; and

(b) any subordinate legislation made from time to time under that statute or statutory provision.

2 Indemnifications

2.1 Indemnity

Recipient Government shall indemnify and hold harmless Janssen, its affiliates, sub-contractors and sub-licensees, all of its partners and third party contractors involved in or otherwise contracted for the design, research, development (including pre-clinical and clinical testing), manufacturing (including contract manufacturers), packaging and labelling (including warnings), procurement, storage, distribution and deployment of the COVID Vaccine, as well as its and their respective officers, directors, employees and other agents and representatives (together, the "**Indemnified Persons**") from any and all (i) losses, claims (including, without limitation, claims for personal injury or death), actions, liabilities, damages, judgments and awards, (ii) costs and expenses pertaining to or resulting from the defense, resolution (including settlement) or processing of any such losses, claims, actions, liabilities, damages, judgments or awards (including attorneys' and other professional advisors' fees and expenses (including taxation)), and (iii) procedural costs (including penalties, interest, fines and taxes on court ordered payments) ((i) to (iii) together, the "**Losses**") suffered or incurred by, or against, the Indemnified Persons in connection with:

(a) any demands, claims, actions or proceedings of any kind involving, relating to, or arising out of or in connection with the Transferred Vaccine Doses (including, and regardless of whether the alleged cause of the damage originates from, the design, research, development, testing, manufacture, labelling, packaging, sale, procurement, delivery, deployment, distribution, storage, administration, effects and/or use of the COVID Vaccine); and

(b) brought or initiated by or on behalf of:

i. the Recipient Government, the government of Liechtenstein or any state, provincial, municipal, local or regional governments or competent public authorities within or with respect to the Territory, or any of its or their respective agencies, departments, ministries, bodies, governments (local, regional or federal) or other public authorities of any kind; or

ii. a Vaccinated Individual who has been administered a Transferred Vaccine Dose (irrespective of the Residence, nationality, citizenship or country of origin or incorporation of such Vaccinated Individual); or

iii. any other person in any court of competent jurisdiction.

2.2 Exceptions

2.2.1 The indemnification right under Clause 2.1 will not be available to the Indemnified Persons to

the extent that their Losses result directly from the Adjudicated Willful Misconduct or Adjudicated Failure to comply with Good Manufacturing Practices of such Indemnified Persons, where:

(a) "**Willful Misconduct**" shall mean an act or omission that is taken (i) with intentional disregard of a known risk in the manufacture of the Transferred Vaccine Doses that is so great as to make it highly probable that the harm will outweigh the benefit, (ii) without legal or factual justification, and (iii) with the intent of achieving a wrongful purpose (it being understood, however, that any action consistent with rules or guidance set out by Recipient Government, the government of Liechtenstein or any other government (be it state, provincial, municipal, local or regional) in the Territory, or any public agency, body or other public or regulatory authority in the Territory, and any action, test or results disclosed to a regulatory authority as a part of receiving regulatory authorization or approval for the Vaccine Candidate shall not be considered to be Willful Misconduct);

(b) "**Failure to comply with GMP**" shall mean a failure of compliance with the Good Manufacturing Practice rules directly causing death or serious physical injury or illness of a Vaccinated Individual.

(c) "**Adjudicated**" shall mean a final determination by a court of competent jurisdiction for which the time for filing an appeal has expired and all appeals have been exhausted.

2.3 Conduct of Indemnity Claims

2.3.1 If any person makes a claim or initiates a demand, claim, action or proceeding (or notifies in writing an intention to do so) against an Indemnified Person which, in the reasonable opinion of Janssen is considered likely to result in indemnification under Clause 2.1 above (a "**Claim**"), Janssen shall:

(a) as soon as reasonably practicable, give written notice of the Claim to the Recipient Government, specifying the nature of the Claim in reasonable detail (insofar as available), provided that the failure to promptly provide such notice shall not relieve the Recipient Government of its indemnification obligations under Clause 2.1; and

(b) in Janssen's sole discretion:

i. either take such actions as it may consider reasonable and appropriate to avoid, dispute, compromise or defend the Claim (with all related costs, fees and expenses, as well as Losses, to be paid by the Recipient Government), provided that Janssen may settle the Claim only with the prior consent of the Recipient Government (such consent not to be unreasonably withheld, conditioned or delayed); or

ii. require the Recipient Government to assume (with its own counsel and at its own costs) sole control of the defence or settlement of the Claim and substitute, where possible under applicable law, the Recipient

Government as the defendant; provided that in such case:

a. the Recipient Government shall reasonably take into consideration the interests (commercial, corporate, reputational or other) of Janssen and shall not conclude any agreement or make any compromise or settlement with any person in relation to such Claim without the prior written consent of Janssen (such consent not to be unreasonably conditioned, withheld or delayed); and

b. Janssen shall have the right, but not the obligation, to participate in the defence or settlement of the Claim and to retain its own counsel in connection with such Claim; and

c. Janssen shall provide assistance and information reasonably required by the Recipient Government in the defense of the Claim (at the expense of the Recipient Government), provided that (a) any information reasonably considered by Janssen as confidential or proprietary information shall be provided by it only if and when satisfactory confidentiality arrangements are put in place, and (b) under no circumstances shall Janssen provide any information (including trade secrets) which it reasonably believes would cause material harm to it or other Indemnified Persons if disclosed.

2.4 Other Indemnity Provisions

2.4.1 Recipient Government's obligation to indemnify the Indemnified Persons for Claims under Clause 2.1 is not subject to a financial limitation, available appropriations, or maximum, nor is it limited by the number of indemnifiable Claims brought against the Indemnified Persons. Recipient Government's obligation to indemnify the Indemnified Persons for Claims under Clause 2.1 shall survive any termination or expiration of this Agreement and shall not be impacted by either Janssen's performance or nonperformance of its obligations under this Agreement or the acts or omissions of the EU Reselling Member State(s).

2.4.2 It is the intention of the Recipient Government to constitute Janssen as a trustee for and agent of the Indemnified Persons that are not party to this Agreement of the covenants of the Recipient Government contained in Clauses 2.1 to 2.4.1 above and Recipient Government agrees that Janssen may enforce the indemnity covenants of the Recipient Government contained in Clauses 2.1 to 2.4.1 above for and on behalf of each applicable Indemnified Person and, in such event, the Recipient Government will not, in any proceeding to enforce the indemnity by or on behalf of the applicable Indemnified Persons, assert any defense thereto based on the absence of authority or consideration or privity of contract and irrevocably waives the benefit of any such defense.

2.4.3 The Parties acknowledge and agree that the provisions of Clauses 2.1 to 2.4.2 are reasonable and necessary to protect the legitimate interest of the Indemnified Persons. However, notwithstanding any other clause of this Agreement, if any provision in Clauses 2.1 to 2.4.2 is held to be illegal, invalid or unenforceable, in whole or in part, under any applicable Law, then

such provision shall not be nullified but the Parties shall be deemed to have agreed to such provision that conforms with the limitations imposed by applicable Law and that is as close as possible to the original intention of the Parties and has the same or as similar as possible economic effect, and such provision shall be automatically reformed accordingly.

3 No Fault Compensation System & Cooperation

3.1 [redacted]

3.2 The Recipient Government shall ensure that all licenses, permits, authorizations, legislative or regulatory exemptions and activities, testing and subsequent releases necessary in relation to the Vaccine Candidate and/or the Transferred Vaccine Doses, as well as any regulatory approval (emergency use or otherwise), in each case, required for the legal marketing, importation, distribution, sale, administration and/or use of the Vaccine Candidate and/or the Transferred Vaccine Doses in the Territory or for the Purpose (the "**Required Approvals**") are undertaken, issued and/or active (as applicable) prior to the Recipient Government's acceptance of the Delivery of any Transferred Vaccine Dose or, to the extent only relevant to the Liechtenstein Vaccine Doses following delivery by the Recipient Government in or for use in in Liechtenstein, prior to such delivery.

3.3 Recipient Government shall comply, and shall procure that the government of Liechtenstein (in respect of Liechtenstein Vaccine Doses) complies, with the requirements of **Schedule 2**, which is incorporated into this Agreement and which shall not impact Janssen's indemnification rights under Clause 2.

4 Use of Transferred Vaccine Doses

4.1 Following Delivery, as between the Parties, the Recipient Government shall be solely responsible and liable for the subsequent inspection, maintenance, distribution, storage, transport, administration, and management of the Transferred Vaccine Doses, along with any related follow-on care, for the Purpose and in accordance with this Agreement, Good Distribution Practices, and applicable laws. For clarity, the Recipient Government acknowledges and agrees that Janssen shall not be responsible for any costs in relation to the inspection, maintenance, distribution, storage, transport, administration and management of the Transferred Vaccine Doses or any related follow-on care following Delivery.

4.2 The Recipient Government acknowledges and agrees that for (any quantity of) the Transferred Vaccine Doses it receives, it shall establish and maintain or procure the establishment and maintenance of a Cold Chain distribution channel for the Transferred Vaccine Doses in the

Territory in compliance with (i) Specifications, (ii) Janssen's reasonable instructions for storage and distribution thereof (including instructions with respect to thawing) and (iii) Good Distribution Practices.

4.3 The Recipient Government acknowledges and agrees that the Transferred Vaccine Doses are being provided for the Purpose and not for any purpose other than the Purpose. The Recipient Government shall ensure that all such Transferred Vaccine Doses are only used for the Purpose.

4.4 The Recipient Government shall, and shall procure that the government of Liechtenstein (in respect of Liechtenstein Vaccine Doses) as well as any Third Party acting on its behalf shall:

(a) not sell other than for the Purpose without any mark-up or other price differentials, or otherwise charge any fee for administration or distribution of, the Transferred Vaccine Doses. For clarity, nothing in this Clause 4.4(a) shall prevent the Recipient Government, the government of Liechtenstein (in respect of Liechtenstein Vaccine Doses) or any Third Party acting on its behalf from (i) seeking reimbursement from its customers of any additional transport and/or distribution costs it would have incurred in the distribution of the Transferred Vaccine Doses in the Territory, and (ii) applying any discounts in the distribution of the Transferred Vaccine Doses in the Territory (provided that such discounts are applied uniformly throughout Territory);

(b) not deploy or use (any quantity of) Transferred Vaccine Doses after the Vaccine Expiry Date;

(c) not transfer or donate Transfered Vaccine Doses to any Third Party except in the Territory to the extent required to meet the Purpose and subject to restrictions ensuring that each Third Party receiving Transferred Vaccine Doses does not use or transfer such Transferred Vaccine Doses inconsistent with the Purpose or outside of the Territory;

(d) destroy all vials holding Transferred Vaccine Doses upon their full use at the Recipient Government's (or, in respect of Liechtenstein Vaccine Doses, at the government of Liechtenstein's) own cost and with the provision of a certificate of destruction to Janssen;

(e) in case the Recipient Government, the government of Liechtenstein (in respect of Liechtenstein Vaccine Doses) or a Third Party acting on its behalf (as applicable) has any unadministered stock of Transferred Vaccine Doses past the Vaccine Expiry Date, the Recipient Government shall or shall procure that the government of Liechtenstein or such Third Party acting on its behalf (as applicable), shall notify Janssen thereof, destroy such doses at its own cost and provide Janssen with a certificate of destruction; and

(f) not use (any quantity of) Transferred Vaccine Doses which has not been maintained in conformance with the Cold Chain requirements, Good Distribution Practices, the Specifications and Janssen's reasonable instructions for storage and transportation and, in case of occurrence of temperature excursions, follow the procedures set out in **Schedule 3** (*Quality Requirements*) under item 5 (*Cold Chain & Temperature*

excursions).

4.4.1 The Recipient Government understands and acknowledges that the Transferred Vaccine Doses may have a shelf life which is significantly less than the standard shelf life for the COVID Vaccine as set out in the applicable Regulatory Approval.

4.4.2 The Recipient Government understands and acknowledges that (a) the Transferred Vaccine Doses have been packaged and labeled for deployment in the country(ies) of the EU Reselling Member State(s); (b) prior to the Recipient Government's acceptance of Delivery of any Transferred Vaccine Dose and prior to the transfer of the Liechenstein Vaccine Doses to Liechenstein, the Recipient Government (and/or the government of Liechtenstein) may need to secure necessary waivers or exemptions from competent authorities in the Territory with respect to the use of such packaging and/or labels and (c) Janssen shall bear no liability, cost or expense in connection with the packaging or labelling of the Transferred Vaccine Doses, nor shall the inclusion of Janssen on the label or packaging in any way be perceived as an indication that Janssen or any member of its Group assume any other responsibility beyond what is expressly stated in this Agreement.

4.5 Deployment Guidelines

4.5.1 The Recipient Government acknowledges and agrees, and prior to any transfer of Transferred Doses to Liechenstein will procure that the government of Liechtenstein acknowledges and agrees, that after -20°C Labelled Doses (or as the case may be, 2-8°C Labelled Doses) are deployed in the Territory, the Recipient Government (or, if applicable, the government of Liechtenstein) shall not be eligible to receive (whether as a donation, sale or otherwise) 2-8°C Labelled Doses (or as the case may be, -20°C Labelled Doses) for deployment in the Territory unless all of the following conditions are met, and the Recipient Government shall ensure, and shall procure that the government of Liechtenstein ensures, that it does not accept 2-8°C Labelled Doses (or as the case may be, -20°C Labelled Doses) unless:

(a) the Recipient Government (or, if applicable, the government of Liechtenstein) has obtained adequate Regulatory Approval for deployment of such COVID Vaccine (whether 2-8°C Labelled Doses or -20°C Labelled Doses) in the Territory prior to acceptance of such doses, or, alternately, the Recipient Government (or, if applicable, the government of Liechtenstein) has issued an import waiver/authorization that permits the COVID Vaccine (whether 2-8°C Labelled Doses or -20°C Labelled Doses) to be imported into and deployed in the Territory; and

(b) the Recipient Government (and, if applicable, the government ofLiechtenstein) has implemented measures to manage storage and distribution of 2-8°C Labelled Doses and -20°C Labelled Doses, as set out in the Job Aid.

4.5.2 The Recipient Government shall ensure that the government of Liechtenstein, when relevant, is informed of the existence of the Job Aid and its availability on the website (https://www.who.int/publications/m/item/job-aid-covid-19-vaccine-janssen).

4.5.3 For the purposes of this Clause 4.5:

"**2-8°C Labelled Doses**" means doses of COVID Vaccine which require shipment and storage at 2-8°C as indicated on the relevant label (thawing controlled by Janssen and doses delivered by Janssen at 2-8°C);

"**-20°C Labelled Doses**" means doses of COVID Vaccine which require shipment and storage at -20°C, as indicated on the relevant label (Janssen delivers at -20°C, thawing occurs after delivery and is not controlled by Janssen. Once thawed storage at 2-8°C);

"**Job Aid**" means the document listing the reasonable measures to be implemented as part of delivery and distribution of the COVID Vaccine (whether 2-8°C Labelled Doses or -20°C Labelled Doses) to highlight differences in the label and storage and transportation requirements and procedures between 2-8°C Labelled Doses and -20°C Labelled Doses; the current version of which is available at https://www.who.int/publications/m/item/job-aid-covid-19-vaccine-janssen, it being understood that the Job Aid document may be amended from time to time (and, if amended, the updated version will be made available on the same website).

5 Pharmacovigilance and Quality

5.1 [redacted]

5.2 For the purposes of this Clause 5:

"**Adverse Events Following Immunisation**" shall mean any untoward medical occurrence in a patient or a clinical-trial subject following immunisation, which does not necessarily have a causal relationship with usage of the COVID Vaccine. An Adverse Event Following Immunisation can therefore be any unfavourable and unintended sign (e.g., an abnormal laboratory finding), symptom, or disease temporally associated with the use of a medicinal product, whether or not considered related to this medicinal product; and

"**Special Situations**" shall mean any special situation, including reports of exposure during pregnancy or breastfeeding, overdose, abuse and misuse, medication errors, suspected transmission of any infectious agents, outside of label use, occupational exposure, inadvertent or accidental exposure, failure of expected pharmacological action, unexpected therapeutic or clinical benefit, expired drug use and falsified medicine.

5.3 The allocation of roles and responsibilities between Janssen and the Recipient Government set out in **Schedule 3** shall apply in relation to quality assurance matters in respect of the Transferred Vaccine Doses. Recipient Government shall procure that, in respect of Liechtenstein Vaccine Doses, the government of Liechtenstein complies with the terms of **Schedule 3** as if

references to "Recipient Government" were references to the government of Liechtenstein.

6 Confidentiality

6.1 Each Party shall treat as strictly confidential and not disclose or use any information received or obtained in connection with this Agreement (or any agreement entered into pursuant to this Agreement) in addition to the terms of this Agreement (collectively, "**Confidential Information**"), unless the disclosing Party has given prior written approval to the disclosure or use.

6.2 The provisions of Clause 6.1 above shall not prohibit disclosure or use of Confidential Information if and to the extent:

(a) Janssen and/or members of Janssen's Group use information provided by the Recipient Government for the purpose of exercising its rights under this Agreement;

(b) the Recipient Government discloses Confidential Information to the EU Reselling Member State(s) for the proper functioning of this Agreement;

(c) the Recipient Government discloses the terms of this Agreement to the government of Liechtenstein for the proper functioning of this Agreement;

(d) required by applicable law or regulation or for the purpose of any judicial or regulatory proceedings or to a tax authority in connection with the tax affairs of a Party or pursuant to any applicable listing rules;

(e) Janssen and members of its Group provide a general description of this Agreement and the activities undertaken in connection with this Agreement;

(f) Janssen or members of its Group determine that public filing of this Agreement is necessary to meet regulatory requirements, but only with respect to such filing;

(g) it becomes publicly available other than as a result of a breach of an obligation of confidentiality; or

(h) the information is already in the lawful possession of the receiving Party or is independently developed by the receiving Party.

7 Warranties

7.1 Each Party warrants and represents that, as at the date of this Agreement:

(a) it has full capacity and authority to enter into and to perform this Agreement;

(b) this Agreement is executed by a duly authorised representative of that Party; and

(c) once duly executed, this Agreement will constitute its legal, valid and binding obligations.

7.2 The Recipient Government warrants and represents that, as at the date of this Agreement:

(a) it has the right to maintain, distribute, store, transport, administer, and manage the Transferred Vaccine Doses in accordance with any applicable Law;

(b) it is executing the Agreement on behalf of the national government referred to in the identification of the Parties above; and

(c) by executing this Agreement on behalf of such national government, such government is irrevocably and unconditionally bound by and shall not challenge, the terms of this Agreement (including the provisions of Clause 2 (*Indemnification*) and this Agreement comprises a valid and legally binding obligation enforceable against such government in accordance with the terms of this Agreement.

7.3 THE RECIPIENT GOVERNMENT ACKNOWLEDGES AND AGREES THAT THE TRANSFERRED VACCINE DOSES ARE NOT BEING SUPPLIED BY JANSSEN UNDER THIS AGREEMENT. EXCEPT FOR THOSE AT CLAUSE 7.1 ABOVE, JANSSEN, THE MEMBERS OF ITS GROUP, AND THE INDEMNIFIED PERSONS DO NOT PROVIDE AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW HEREBY EXCLUDE, ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE TRANSFERRED VACCINE DOSES, OR WITH RESPECT TO ANY MATERIALS OR SERVICES THAT JANSSEN MAY PROVIDE IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF NONINFRINGEMENT, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND MERCHANTABILITY. AS BETWEEN JANSSEN AND THE RECIPIENT GOVERNMENT THE TRANSFERRED VACCINE DOSES ARE PROVIDED "AS IS," AND RECIPIENT GOVERNMENT AND ALL INDIVIDUALS AND ORGANIZATIONS THAT RECEIVE TRANSFERRED VACCINE DOSES ASSUME ALL RISK ASSOCIATED WITH USE AND DISTRIBUTION OF TRANSFERRED VACCINE DOSES, INCLUDING WITH RESPECT TO ANY FAILURES IN SAFETY OR EFFICACY OR FAILURE TO WARN OF POTENTIAL RISKS. JANSSEN IS NOT RESPONSIBLE FOR THE CONDITION OF THE TRANSFERRED VACCINE DOSES OR THE CONDITIONS UNDER WHICH THE TRANSFERRED VACCINE DOSES HAVE BEEN MAINTAINED OR STORED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN CONNECTION WITH ANY CLAIMS UNDER THIS AGREEMENT.

7.4 Under [redacted] will Janssen's total liability under this Agreement exceed [redacted]

8 Tax

8.1 If any payment under Clause 2.1 of this Agreement is liable to tax in the hands of the recipient of such payment (the "**payee**"), then the payment shall be increased by such additional amount as necessary to ensure that the payee receives a net sum equal to the sum it would have received had the payment not been liable to tax. If and to the extent the relevant tax authority subsequently determines that no liability for tax arose in respect of such payment, then the payee shall re-pay such additional amount to the payor.

8.2 [redacted]

[redacted]

8.3 All amounts due under this Agreement from the Recipient Government to Janssen shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by applicable Laws). If any deduction or withholding of tax is required by applicable Laws to be made from any amounts due under this Agreement from the Recipient Government to Janssen, the Recipient Government shall pay to Janssen such sum as will, after the deduction or withholding has been made, leave Janssen with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

9 Other Provisions

9.1 Expiration and Termination

The Parties acknowledge and agree that this Agreement (i) is made on the latest date specified on the signature page of this Agreement and (ii) shall continue for so long as either Party owes (or could owe) any obligation to the other Party or can (or could) exercise a right hereunder. No Party shall have any right to terminate this Agreement prior to such expiration and without prejudice to the generality of the foregoing, Clause 2 (*Indemnifications*) shall survive any purported termination of this Agreement.

9.2 Intellectual Property and privacy

9.2.1 Without prejudice to the rights to use and disclose Confidential Information as expressly permitted by this Agreement (and subject to the relevant confidentiality and non-disclosure provisions), nothing in this Agreement shall grant either Party any express or implied rights to the other Party's Intellectual Property Rights. Under no circumstances does Janssen grant to the Recipient Government or to any Third Party, by transfer, implication, estoppel or otherwise, any right, title, license or interest in any Intellectual Property Rights it or any of the members of Janssen's Group owns or controls in relation to, in connection with or resulting from the Vaccine Candidate or the Vaccine.

9.2.2 The Recipient Government understands that Janssen may at its discretion establish contact centres, (inter)national websites and other measures in order to respond to queries from authorities, healthcare professionals, vaccinees and the general public regarding the COVID Vaccine and/or to register and report pharmacovigilance cases relating to the COVID Vaccine to enable Janssen to comply with local and international product safety obligations. The Recipient Government further understands that for this purpose, Janssen, its affiliates and its designees may need to receive, collect, transfer outside of the Recipient Government's territory, and otherwise process personal data such as but not limited to contact information, data pertaining to medical conditions and other health related matters. To the fullest extent permitted by any applicable laws, should said collecting and/or processing of personal data require pre-approval, exemptions or waivers of data protection authorities or other competent authorities in the territory of the Recipient Government, the Recipient Government hereby irrevocably grants Janssen and its affiliates such approvals, exemptions and waivers as needed for the purposes stated above.

9.3 Whole Agreement

9.3.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject of this Agreement and (to the extent permissible by law) supersedes all prior representations or oral or written agreements between the Parties with respect to that subject matter. For clarity, (i) this Agreement shall not prejudice or supersede the EU APA and (ii) the EU APA shall not bind the Recipient Government, which is not a signatory party thereto.

9.3.2 Each Party agrees and acknowledges that it has not been induced to enter into this Agreement by any representation, warranty or undertaking not expressly incorporated into it.

9.4 Assignment

Neither Party shall assign, novate or otherwise transfer any of its rights or obligations under this Agreement to any person without the prior written consent of the other Party (not to be unreasonably withheld or delayed).

9.5 Third Party Rights

9.5.1 A person who is not a Party to this Agreement has no right to enforce any term of this Agreement except to the extent set out in Clause 9.5.1.

9.5.2 Each Indemnified Person and each member of Janssen's Group may enforce and rely on this Agreement to the same extent as if it were a Party.

9.5.3 This Agreement may be terminated and any term may be amended or waived upon mutual agreement of the Parties without the consent of any person described in Clause 9.5.2.

9.6 Costs

Each Party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement.

9.7 Several Obligations

No Party to this Agreement is responsible for the obligations of the other Party to this Agreement. The rights and obligations of each Party under or in connection with this Agreement are separate and independent.

9.8 Construction

Except where the context requires otherwise, whenever used the singular includes the plural, the plural includes the singular, the use of any gender is applicable to all genders and the word "or" has the inclusive meaning represented by the phrase "and/or". The headings of this Agreement are for convenience of reference only and do not define, describe, extend or limit the scope or intent of this Agreement or the scope or intent of any provision contained in this Agreement. The term "including" or "includes" as used in this Agreement means including, without limiting the generality of any description preceding such term. The wording of this Agreement shall be deemed to be the wording mutually chosen by the Parties and no rule of strict construction shall be applied against either Party.

9.9 Amendment

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties to it.

9.10 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same agreement. The Parties agree that execution of this Agreement by industry standard electronic

signature software and/or by exchanging executed signature pages in .pdf format via email shall have the same legal force and effect as the exchange of original signatures, and that in any proceeding arising under or related to this Agreement, each Party hereby waives any right to raise any defence or waiver based upon execution of this Agreement by means of such electronic signatures or maintenance of the executed agreement electronically.

9.11 Notice

Any notice, request, or other communication permitted or required under this Agreement shall be in writing, shall refer specifically to this Agreement and shall be deemed given only if hand delivered or sent by an internationally recognized overnight delivery service, costs prepaid, addressed to the applicable Party at its address first set forth above (or to such other address as the Party to whom notice is to be given may have provided to the other Party in accordance with this Clause 9.11), and sent to the attention of:

(a) the Legal Department (with respect to Janssen)

(b) the Swiss Federal Office of Public Health (FOPH) (with respect to the Recipient Government).

A copy of the communication shall also be emailed:

(a) to Janssen, at [redacted]

(b) to the Recipient Government at: [redacted]

Such notice shall be deemed to have been given as of the date delivered by hand, or on the fourth calendar day (at the place of delivery) after deposit with an internationally recognized overnight delivery service, whichever is the earlier.

9.12 Invalidity

9.12.1 If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties.

9.12.2 To the extent it is not possible to delete or modify the provision, in whole or in part, under Clause 9.12.1 then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under Clause 9.12.1, not be affected.

9.13 Waiver

A Party's failure to enforce, at any time or for any period of time, any provision of this Agreement, or to exercise any right or remedy shall not constitute a waiver of that provision, right or remedy or prevent such Party from enforcing any or all provisions of this Agreement and exercising any rights or remedies. To be effective, any waiver must be in writing and expressly describe the nature of the waiver. The rights and remedies provided herein are

cumulative and do not exclude any other right or remedy provided by law or otherwise available except as expressly set forth herein.

9.14 Governing Law and Submission to Jurisdiction

9.14.1 This Agreement and all matters relating to or in connection with it shall be governed by, and construed in accordance with, the Laws of Belgium, without regard to any conflicts of law principles. The Parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods.

9.14.2 Each Party irrevocably submits to the exclusive jurisdiction of the courts located in Brussels, Belgium to settle any dispute, controversy or claim arising under or in connection with this Agreement (including any question regarding its existence, validity or termination), which may arise under or in connection with this Agreement or the legal relationship established by this Agreement.

9.15 Sovereign Immunity Waiver

The Recipient Government hereby expressly, unconditionally and irrevocably waives, to the extent possible, in respect of itself and its assets, any right of immunity under the laws of any jurisdiction on the grounds of sovereignty or otherwise which may now or hereafter exist, whether immunity from service, from any legal or arbitral process, from jurisdiction of any court or arbitral tribunal, from attachment prior to judgment, in aid of execution or execution, or claim thereto, which may now or thereafter exist, and agrees not to assert any such right or claim in any legal or arbitral action or proceeding, whether in the United States or otherwise. This waiver includes but is in no way limited to waiving any right of immunity as to the Recipient Government and any of its property, regardless of the commercial or non-commercial nature of this property, including any bank account belonging to the Recipient Government (whether held in the name of a diplomatic mission or otherwise) or bank accounts, belonging to the Recipient Government's central bank or other monetary authority. For the avoidance of doubt, the irrevocable waiver in this Clause 9.15 includes a waiver of any right of immunity in respect of pre-judgment interim relief and post-judgment execution of any arbitral award, wherever such relief or execution is sought. With respect to any Disputes or enforcement of arbitration awards brought in the courts of England or the United States, the Recipient Government waives, and agrees not to assert, the doctrine of forum non conveniens and any immunity, defense or right to transfer it may have under any doctrine, treaty, Law, regulation or international agreement with respect to the jurisdiction of such courts. Without limiting the generality of the foregoing, the Recipient Government hereby irrevocably waives any immunity it may otherwise be permitted to assert under the Foreign Sovereign Immunities Act, 28 U.S.C. §§ 1602 *et seq.*, with respect to this Agreement in any Dispute or with respect to execution of any arbitral award. Pre-judgment interest shall apply and be available in any recovery under this Agreement.

9.16 Language

This Agreement is entered into in the English language. Where this Agreement is translated into an additional language, any translated version shall not create any duplication of the rights and obligations of the Parties and the Parties acknowledge that the English version of this Agreement binds the Parties. In the event of any inconsistency or difference in interpretation between any translated version and the English version, the English version shall prevail.

(signature page follows)

In witness whereof this Agreement has been duly executed.

SIGNED for and on behalf of **JANSSEN PHARMACEUTICA NV** by:

Date: September 2021

SIGNED for and on behalf of the **RECIPIENT GOVERNMENT** by:

The Federal Office of Public Health

Levy Goldblum
Anne RWX2KR

Name: .....

Function: .....

Date: .....

Christen
Thomas
BRSM06

Name: .....

Function: .....

Date: .....

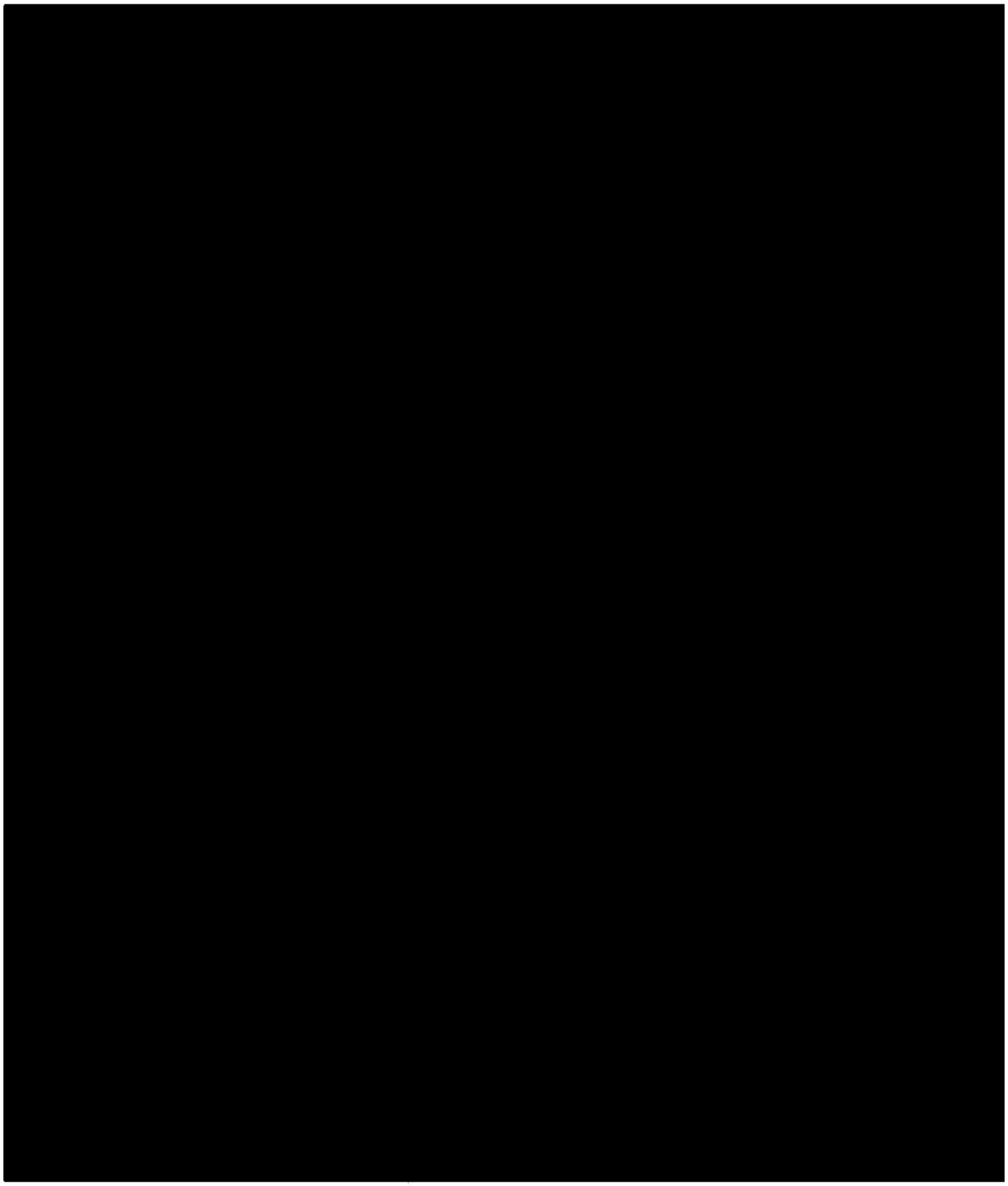
The Swiss Armed Forces Pharmacy

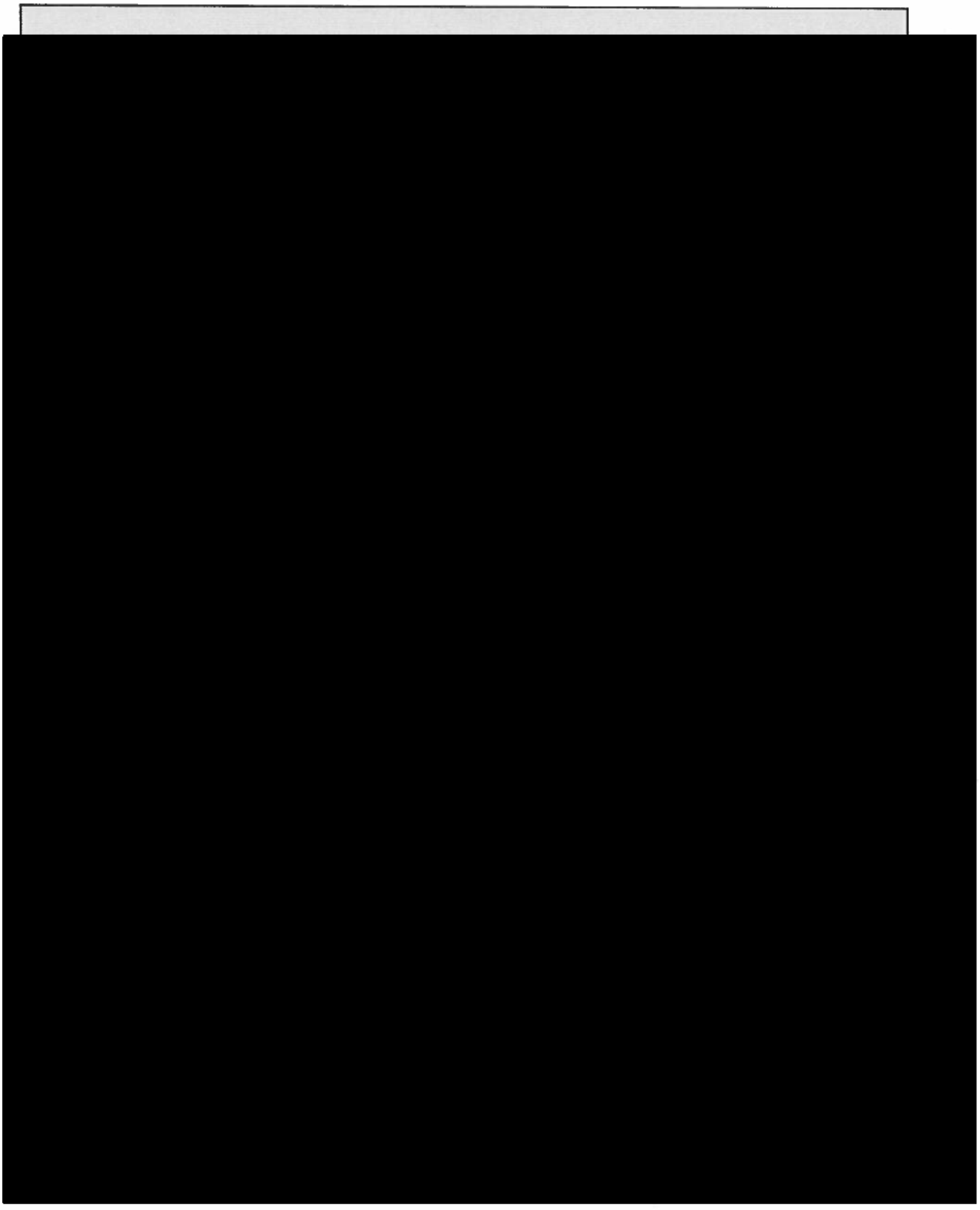
Name: ....Suessli....
Function: Thomas.
Date: .....CLGAKJ...

Name: .....
Function: Thomas
Date: Kaiser

Schedule 1

No Fault Compensation System





Schedule 2

Non-conforming Transferred Vaccine Doses

Section 1.01. Defective Vaccine. All Transferred Vaccine Doses Delivered by an EU Reselling Member State to Recipient Government shall be inspected by the Recipient Government by means of (i) a customary visual inspection of the shipment (without opening secondary packaging) and (ii) by consulting the certificate of analysis accompanying each such Transferred Vaccine Dose. If any of such inspections referenced above under (i) and (ii) reveal that any Transferred Vaccine Dose Delivered by an EU Reselling Member State does not meet the applicable Specifications (any such Vaccine, the "**Nonconforming COVID Vaccine**"), the Recipient Government shall reject such Nonconforming COVID Vaccine by delivering a written notice (a "**Rejection Notice**") to the relevant EU Reselling Member State and Janssen describing, in reasonable detail, the alleged nonconformity and, if requested by Janssen, providing sample(s) of the alleged Nonconforming COVID Vaccine.

Section 1.02. Handling of Rejected Vaccine. The Recipient Government shall not destroy, and shall be required to keep and store in accordance with Good Distribution Practicess any allegedly Nonconforming COVID Vaccine until (i) the Recipient Government receives written notification from Janssen, at which point the Recipient Government shall destroy or return allegedly Nonconforming COVID Vaccine at Recipient Government's sole expense as directed by Janssen.

Section 1.03. Recalls.

(a) In the event of an actual or threatened Recall of any Transferred Vaccine Doses required or recommended by a regulatory authority within the Territory, or if a Recall of any Transferred Vaccine Doses is reasonably deemed advisable by the Recipient Government (including in reliance on relevant guidance from WHO), or jointly deemed advisable by Janssen and the Recipient Government due to the Transferred Vaccine Doses that is the subject of such Recall being determined to be a Nonconforming COVID Vaccine pursuant Sections 1.01 above, such Recall shall be promptly implemented and administered by the Recipient Government in a manner which is appropriate and reasonable under the circumstances and in conformity with applicable regulatory requirements (accepted trade practices). The aggregate out-of-pocket expenses of such Recall shall be borne by the Recipient Government.

(b) Janssen and the Recipient Government shall keep each other fully and promptly informed of any notification, event or other information, whether received directly or indirectly, which might reasonably affect the marketability, safety or effectiveness of any Transferred Vaccine Dose or might reasonably result in a Recall of any Transferred Vaccine Dose by a regulatory authority.

For the purpose of this Section 1.03, "**Recall**" means a recall, correction or market withdrawal relating to the Transferred Vaccine Doses and shall include any post-sale warning or mailing of information.

Section 1.04. After receipt of a Rejection Notice, Janssen may audit and inspect the Recipient Government's distribution channels that are used for Transferred Vaccine Doses to determine whether such channels are in compliance with Cold Chain requirements, applicable Specifications, applicable Laws, Good Distribution Practices, and Janssen's reasonable instructions for storage and transportation of any Transferred Vaccine Dose.

Schedule 3

Quality Requirements

The table below defines the roles and responsibilities between Janssen, the relevant EU Reselling Member State ("**EU RMS**"), and the Recipient Government (for the purpose of this Schedule 3, the "**RG**") with respect to compliance with applicable quality assurance requirements in respect of the Transferred Vaccine Doses.

1. Notification	**Janssen**	**EU RMS**	**RG**
Promptly notify Janssen about any regulatory inspections related to any Transferred Vaccine Dose, while under its control, including observations and actions taken to mitigate those observations.		X	X
Promptly communicate any untoward incident that occurs after Delivery and while each Transferred Vaccine Dose is under its control and that impacts Transferred Vaccine Dose safety, quality or compliance.			X
Notify Janssen of any instance of suspected counterfeited, tampered or diverted Transferred Vaccine Dose within 24h of its awareness		X	X
2. Permits & Regulatory Requirements	**Janssen**	**EU RMS**	**RG**
Have and maintain or ensure that its contractors have and maintain all necessary licenses, regulatory approvals and certificates required by competent authorities to perform all activities under its control with the Transferred Vaccine Doses up until Delivery.		X	
Comply and ensure that its contractors comply with all laws, regulations and policies applicable to the activities performed under its control with Transferred Vaccine Doses up until Delivery, including Good Distribution Practices and Good Manufacturing Practices.		X	
Have and maintain or ensure that its contractors have and maintain all necessary licenses, regulatory approvals and certificates required by competent authorities to perform all activities under its control with the Transferred Vaccine Doses after Delivery, including but not limited to the receipt, storage, distribution, transport and handling thereof.			X
Comply and ensure that its contractors comply with all laws, regulations and policies applicable to the activities performed under its control with Transferred Vaccine Doses after Delivery, including Good Distribution Practices.			X
Ensure distribution of the Transferred Vaccine Doses from Delivery are only made by entities that have the required licenses, regulatory approvals and certificates as applicable.			X
Unless otherwise authorized by Janssen, ensure that from Delivery until administration the Transferred Vaccine Doses remain in the same form of primary and/or secondary packages as originally Delivered without any alteration of the product, nor removal, defacement, or tampering and without any affixing of any logo or words to the product or primary and/or secondary packages that overwrite or destroy the product lot traceability and product information.			X

Other than as contemplated by Section 4.4(c), do not sell, trade or donate any expired Transferred Vaccine Doses to anyone. Expired Transferred Vaccine Doses are not to be used as sales samples.			X
3. Facilities and Equipment	**Janssen**	**EU RMS**	**RG**
Ensure sufficient space, suitable and adequate premises, installations and equipment, so as to ensure proper storage and handling of the Transferred Vaccine Doses according to Specifications at all times. Premises and facilities must comply with all regulations for performing all agreed activities, including Good Distribution Practices.		X	X
4. Field Actions	**Janssen**	**EU RMS**	**RG**
Provide final decision and authority to initiate any field action.	X		
Provide all communications to the competent authority related to field actions.	X		
Following Delivery, assist, adhere to and execute all requested actions from Janssen in a timely manner related to field actions.			X
5. Cold Chain & Temperature excursions	**Janssen**	**EU RMS**	**RG**
Ensure that it and any and all of its government entities and contractors involved in receiving, handling, storage, distribution, delivery and similar actions with the Transferred Vaccine Doses have appropriate procedures in place (incl. training and monitoring) to effectively handle (i) cold chain products in compliance with the prescribed conditions and requirements and (ii) temperature excursions that may occur. These procedures shall include: (a) promptly upon receipt, checking the temperature datalogger accompanying each shipment of Transferred Vaccine Doses for potential temperature excursions that may occur; (b) where a temperature alarm is visible on the display of the datalogger accompanying a shipment of Transferred Vaccine Doses, ensuring a prompt download of the temperature recording and data from the datalogger (the "**Temperature Data**"); and (c) promptly report to Janssen any such temperature alarm and Temperature Data, and subsequently follow Janssen's instructions in respect to the use of the Transferred Vaccine Doses.		X	X
Ensure that any Transferred Vaccine Dose for which cold chain requirements have not been maintained or met at any point in time following Delivery are appropriately disqualified and labelled to ensure such products are not administered to individuals. Take all necessary measures to prevent diversion of disqualified Transferred Vaccine Doses, obtain and keep destruction certificates as required by applicable law, and provide Janssen with such destruction certificates promptly upon request by Janssen			X
6. Complaint Handling	**Janssen**	**EU RMS**	**RG**
Report all the available information to Janssen within 24 hours of it becoming aware of any product complaint in relation to any Transferred Vaccine Dose.		X	X