FOURTH AMENDMENT AGREEMENT

This **FOURTH AMENDMENT AGREEMENT** (this "**Fourth Amendment**"), entered into as of the 18th day of March, 2022 (the "**Fourth Amendment Effective Date**"), is by and between (1) *Swiss Confederation,* represented by Federal Office of Public Health, Schwarzenburgstrasse 157, 3003 Bern, Switzerland and The Swiss Armed Forces Pharmacy, Worblentalstrasse 36, 3063 Ittigen, Switzerland (collectively, "Purchaser"), and (2) Moderna Switzerland GmbH, a limited liability company ("*Gesellschaft mit beschränkter Haftung*") organized and existing under the Laws of Switzerland with company number CHE-344.522.989 and registered address at Peter Merian-Weg 10, 4052 Switzerland ("**Moderna**"). Purchaser and Moderna are referred to in this First Amendment individually as a "**Party**" and together as the "**Parties**".

WHEREAS, Purchaser and Moderna entered into a supply agreement, dated August 5, 2020, relating to the supply of filled and finished mRNA-1273, as amended by that First Amendment Agreement dated as of December 4, 2020, that Second Amendment Agreement dated as of February 2, 2021 and that Third Amendment Agreement dated as of May 5, 2021 (the "Supply Agreement");

WHEREAS, the Parties wish to amend the Supply Agreement as provided in this Fourth Amendment.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the Parties hereby agree as follows:

1.1 Section 4.11 of the Agreement is hereby deleted and restated as follows:

"4.11 Exceptions to Territory Restrictions.

(i) By way of exceptions to Territory Restrictions stated in Section 4.10(i), Purchaser and its Related Parties may provide the Product and undertake to deliver or made available for delivery Product doses for provision to (a) the Principality of Liechtenstein subject to the terms set out in Exhibit F, (b) any embassy, consulate or armed forces installation of the Swiss Confederation outside its sovereign territory but subject to its jurisdiction, and (c) re-sell, donate, export and/or distribute the Product to a Governmental Authority outside of the Territory and Liechtenstein that is not a Restricted Person, either directly or indirectly through NGOs (such as CEPI and GAVI) or the World Health Organization (such Governmental Authority, a "Recipient Country"), in each case, except for (b) above, subject to (i) the prior written consent of Moderna (such consent not to be unreasonably delayed or withheld) and (ii) the terms set out in Exhibit F, and (iii) provided that Purchaser has paid Moderna in full for all Product doses subject to such re-sale, donation, export and/or distribution, and (iv) the permitted Recipient Country expressly agrees in writing to assume the indemnity and other relevant rights and obligations thereunder. Moderna and the Moderna Parties will be express third parties beneficiaries under such written agreement, and Moderna and the Moderna Parties will have the right to enforce such obligations and make claims thereunder with such Recipient Country. For the avoidance of doubt and notwithstanding anything to the contrary herein, it will be reasonable for Moderna to withhold its consent to the re-sell, donation, exportation and/or distribution to Recipient Country under this Article 4.11 if the use or administration of the Product doses in such country or jurisdiction would require Moderna to obtain a Marketing Approval in connection with such use or administration in such country or jurisdiction. For the avoidance of doubt and notwithstanding anything to the contrary herein, Section 4.11 will not permit any Recipient Country to provide any Product to any other foreign Governmental Authority. For clarity, this Section 4.11 shall apply to both Product allocated for shipment to Purchaser and Product actually delivered to Purchaser in the Territory.

(ii) By way of exceptions to Territory Restrictions stated in Section 4.10(ii), Moderna and its Affiliates, or any other Moderna Party acting on its behalf, may sell, resell, transfer, hypothecate, assign, or import the Product or cause the Product to be distributed in the Territory for use and administration in the Territory to a Third Party (the "Excepted Doses"), provided that (a) Moderna shall first notify Purchaser in writing of (1) the name and address of the Third Party, (2) the number of Excepted Doses, (3) the agreed upon purchase price per Excepted Dose with the Third Party and (4) the confirmation that the supply of the Excepted Doses to the Third Party shall not adversely amend the supply of Product to Purchaser pursuant to the then current updated December Delivery Schedule or November Delivery Schedule, as applicable; (b) Purchaser shall have five (5) Business Days following receipt of notice thereof to accept or reject the purchase of the Excepted Doses, provided, further, that Purchaser's failure to respond within five (5) Business Days shall be deemed a rejection of the Excepted Doses; (c) the supply of the Excepted Doses to such Third Party does not adversely amend the supply of Product to Purchaser pursuant to the then current updated December Delivery Schedule or November Delivery Schedule, as applicable; (d) the Excepted Doses are offered to Purchaser at the same price as they are offered to such Third Party or at the Price Per 100-microgram Dose or Price Per Dose, as applicable, if the agreed upon purchase price per Excepted Dose with the Third Party is higher than the Price Per 100-microgram Dose or Price Per Dose, as applicable; (e) Sections 4.1 to 4.7 of the Agreement shall not apply to any Excepted Doses sold, resold, transferred, hypothecated, assigned, or imported to be distributed in the Territory for use and administration in the Territory to a Third Party and (f) such doses of Product are not used and administered by such Third Party outside of the Territory without Purchaser's prior written consent (not to be unreasonably withheld, conditioned or delayed). Purchaser hereby agrees that [redacted] and its affiliated companies [redacted]) are an approved Third Party exception for the purposes of this Section 4.11(ii), and that the foregoing clauses (a) - (d) and (f) shall not apply to any Product offered or supplied to [redacted] by or on behalf of Moderna or its Affiliates."

1.2 Exhibit F "Transfer Requirements" is hereby deleted and restated as follows:

Purchaser must comply with each of the following obligations in order to provide any Product to the Principality of Liechtenstein or a Recipient Country, and Purchaser will provide Moderna with any and all information reasonably requested by Moderna to establish such compliance from time to time.

1. Indemnity. Purchaser will indemnify each of the Moderna Parties, and defend and hold each of them harmless, from and against any and all Losses arising out of or in connection with the supply, provision, donation or sale of any Product to the Principality of Liechtenstein or any Recipient Country, including for all Losses suffered or incurred by such Moderna Party in connection with (i) any demands, claims, actions, or proceedings of any kind whatsoever by an Indemnity Third Party in connection with, caused by, arising out of, relating to, or resulting from the Manufacture, testing, development, delivery, export, import, distribution, administration, sale, offer for sale, donation or use of the Product supplied, provided, donated or sold by Purchaser to the Principality of Liechtenstein or any Recipient Country or (ii) a breach of Section 4.11 of the Agreement or this Exhibit F.

2. Transportation of Product. Purchaser shall be solely responsible for:

(i) seeking, obtaining and maintaining all relevant regulatory authorizations and approvals for the delivery of the Product to the Principality of Liechtenstein or the applicable Recipient Country, including the export of Product from the Territory and the import of the

Product into the Principality of Liechtenstein or the country or jurisdiction of the applicable Recipient Country;

(ii) packaging, storing and transporting the Product to the Principality of Liechtenstein or the applicable Recipient Country in accordance with the conditions set out in the Specifications, GDP and all Applicable Laws;

(iii) delivering to the Principality of Liechtenstein or the applicable Recipient Country in a timely manner so as to ensure the Product has sufficient shelf life remaining following delivery to enable administration of the Product prior to the expiry of the Product's shelf life as set forth on the label for such Product (which, at the time of delivery to the Principality of Liechtenstein or the applicable Recipient Country, must be at least thirty (30) days); and

(iv) otherwise complying with all applicable Laws in connection with the packaging, storing, transporting, exporting, importing, insuring or distributing of Product in the Principality of Liechtenstein or the applicable Recipient Country.

3. Use and Administration of Product. Purchaser shall be solely responsible for ensuring that the Product is used and administered in Liechtenstein or the applicable Recipient Country in accordance with the label and applicable Laws. Any Product donated to any Recipient Country will be at no cost to such Recipient Country (other than reimbursement of reasonable out-of-pocket costs of Purchaser for the provision of such Product to such Recipient Country) and any product re-sold to any Recipient Country will not be at a higher price than the applicable Price Per Dose or Option Price Per Dose as set forth in the applicable Purchase Order.

4. Documentation. Purchaser shall comply with the points 1 – 3 above by entering into an agreement in writing that is satisfactory to Moderna with the Principality of Lichtenstein or the applicable Recipient Country to the effect that the Principality of Lichtenstein or the applicable Recipient Country will take over the obligations or responsibilities as set out in points 1-3 above. Subject to completion of the above, Purchaser shall be released from any liability and indemnification obligation towards Moderna in relation to the doses of Product re-sold, donated, exported and/or distributed to the Principality of Lichtenstein or the applicable Recipient Country.

2. MISCELLANEOUS.

2.1 This Fourth Amendment will be construed and the respective rights of the Parties determined in accordance with the substantive Laws of Switzerland, notwithstanding any provisions of Swiss Laws or any other Laws governing conflicts of laws to the contrary, and the patent Laws of the relevant jurisdiction without reference to any rules of conflicts of laws to the contrary. Each Party, and its Affiliates and Related Parties, disclaims any reliance on any representation, act or omission other than what is expressly set forth in this Fourth Amendment. The Parties expressly reject any application of the United Nations Convention on Contracts for the International Sale of Goods to this First Amendment.

2.2 The provisions of Section 13.3 (*Dispute Resolution*), Section 13.5 (*Severability*), Section 13.6 (*Headings*), Section 13.7 (*Waiver of Rule of Construction*), Section 13.8 (*Interpretation*), Section 13.12 (*Independent Parties*) and Section 13.13 (*Counterparts*) of the Supply Agreement are incorporated herein by reference as though set forth herein, *mutatis mutandis*.

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IN WITNESS WHEREOF, the Parties have caused this Fourth Amendment to be executed by their duly authorized representatives as of the Fourth Amendment Effective Date.

SWISS CONFEDERATION, represented by
FEDERAL OFFICE OF PUBLIC HEALTH

BY: Levy Goldblum [redacted]
NAME:
TITLE:

Nartey Stuber [redacted]
Linda [redacted]

THE SWISS ARMED FORCES PHARMACY

Suessli Thomas [redacted]
BY:
NAME:
TITLE:

Kaiser Thomas [redacted]

IN WITNESS WHEREOF, the Parties have caused this Fourth Amendment to be executed by their duly authorized representatives as of the Fourth Amendment Effective Date.

MODERNA SWITZERLAND GMBH

BY: [redacted]
NAME
TITLE: