Three-Party Agreement

by and between

The Swiss Confederation

and

The Kingdom of Sweden

and

CureVac AG

regarding

the advance purchase and supply of a COVID-19 vaccine for Switzerland

SW4088888/3

This Three-Party Agreement has been made on the 3rd of February 2021 by and between:

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. CureVac AG, Friedrich-Miescher-Str. 15, 72076 Tübingen, Deutschland, registered with company number HRB 754041 under Stuttgart District Court, DE 221 393 632 ("**CureVac**")

(each a "**Party**" and collectively the "**Parties**").

WHEREAS, CureVac and the European Commission (the "**Commission**") acting on behalf of and in the name of the member states of the European Union set out in Annex III thereto (the "**Participating Member States**") entered into an Advance Purchase Agreement for the development, production, advance purchase and supply of successful COVID-19 vaccine in the European Union dated 30th of November 2020 (the "**EU APA**");

WHEREAS, in accordance with the provisions set out in the EU APA, CureVac has agreed to supply certain Products (as defined in the EU APA) allocated to each Participating Member State, should it manage to develop a safe and effective vaccine against COVID-19;

WHEREAS, in accordance with Article I.10.1 of the EU APA, each Participating Member State may resell, at no profit, the Products to any other EU or EEA Member State and Switzerland on the conditions set out therein;

WHEREAS, Sweden is a Participating Member State under the EU APA and is purchasing Initial European Doses (as defined in the EU APA) from CureVac under the EU APA;

WHEREAS, Switzerland and Sweden have entered into an agreement (the "**Resell Agreement**") whereby Sweden will resell a certain number of Product doses allocated for Switzerland (the "**Swiss Allocated Doses**") at no profit;

WHEREAS, Switzerland, if Liechtenstein wishes to buy the Product, will agree to resell to the Principality of Liechtenstein ("**Liechtenstein**") a portion of the Swiss Allocated Doses pursuant to a framework agreement with Liechtenstein for supply of COVID-19 vaccine;

WHEREAS, Sweden and Switzerland desire the Swiss Allocated Doses to be delivered directly by CureVac to Switzerland, rather than via Sweden;

WHEREAS, Switzerland wishes to enter into this Three-Party Agreement (this "**Agreement**"), in order to (a) satisfy the conditions set out in Article I.10.1 of the EU APA, and (b) address such other items as set forth in this Agreement;

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

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

the Parties agree as follows:

Article 1
Subject matter

1.1 By execution of this Agreement, Switzerland acknowledges and agrees that this Agreement is subject in all respects to the EU APA and agrees to be bound by and comply with the relevant terms of the EU APA applicable to Participating Member States as regards their obligations towards CureVac with the same effect as if Switzerland were a Participating Member State, including (without limitation) the indemnification clause in Article I.23 of the EU APA but excluding Article II.7.1 of the EU APA to the extent the data related to the Swiss Allocated Doses are subject to the Swiss Federal Act on Data Protection.

1.2 By execution of this Agreement, CureVac acknowledges and agrees that this Agreement is subject in all respects to the EU APA and agrees to be bound, also towards Switzerland, by the terms of the EU APA as regards CureVac's obligations towards the Participating Member States with the same effect as if Switzerland were a Participating Member State, including (without limitation) the warranty clause in Article I.14 of the EU APA.

1.3 Donation

Switzerland may donate Swiss Allocated Doses to third parties outside the EU and EEA with the prior consent of CureVac, always subject to the provisions set out in Article I.10.2 – I.10.6 of the EU APA.

1.4 Resale to Liechtenstein

Switzerland has agreed to resell a portion of the Swiss Allocated Doses to Liechtenstein if Liechtenstein wishes to buy the Product. Switzerland is accordingly authorised to resell a portion of the Swiss Allocated Doses to Liechtenstein.

With respect to Product doses resold by Switzerland to Liechtenstein, Switzerland and Liechtenstein alone and not CureVac shall be responsible for all local regulatory requirements to be met, in accordance with Article I.10.5 EU APA. Neither the EU APA nor the provisions of this Agreement shall impose any additional obligations on CureVac with respect to the resale of any portion of Swiss Allocated Doses to Liechtenstein. For clarity, notwithstanding a resale by Switzerland of Product doses to Liechtenstein, Switzerland is and shall remain the indemnifying party under Article I.23 of the EU APA for all Losses for and arising from Product doses resold to Liechtenstein.

Article 2
Entry into force

This Agreement shall become effective upon execution by all Parties thereto.

Article 3
Allocation, Delivery, Acceptance and Payment

3.1 Allocation

(a) Sweden is purchasing Product doses from CureVac pursuant to the EU APA and the Swiss Allocated Doses shall be a portion thereof.

(b) The number of Product doses included in the Swiss Allocated Doses is set out in the Resell Agreement. Sweden will notify CureVac of the Swiss Allocated Doses in the EU APA Vaccine Order Form as described in Section 3.2 (a).

3.2 Delivery

(a) Sweden will submit a Vaccine Order Form for the Swiss Allocated Doses to CureVac pursuant to the EU APA.

(b) CureVac shall deliver the Swiss Allocated Doses in accordance with Article I.11 of the EU APA by delivery DAP (as per Incoterms 2020) to the Delivery Site in Switzerland as set out in the Vaccine Order Form for the Swiss Allocated Doses. Title and risk for each Product dose delivered shall pass from CureVac to Sweden and from Sweden to Switzerland (in accordance with the Resell Agreement) simultaneously, all in accordance with the EU APA.

(c) Switzerland assumes all rights and shall fulfil all obligations set out in Article I.14 of the EU APA in relation to Swiss Allocated Doses, including acceptance or rejection of delivered doses of Product. For clarity, to the extent CureVac should be obliged to reimburse the purchase price such reimbursement shall be made to Switzerland and not to Sweden. For avoidance of doubt, Sweden hereby waives its rights it might have according to Article I.14 of the EU APA regarding Swiss Allocated Doses.

(d) The Swiss Allocated Doses shall be included in the delivery schedules referred to in Article I.11.4 of the EU APA and delivered in a non-discriminatory manner on the same basis as any other Participating Member States having provided a Vaccine Order Form, provided, however, that delivery of the Swiss Allocated Doses is subject to prior grant of (i) EU Marketing Authorisation and (ii) the approval by Swissmedic necessary for use, marketing and sale of the Product for vaccination in Switzerland in accordance with the Swiss Therapeutic Products Act dated 15 December 2000 (SR 812.21) for the Product (the "**SMC Marketing Authorisation**"). For the purposes of this Agreement, Article I.11.4 (c) of the EU APA shall therefore be understood to refer to the later of the grant of the EU Marketing Authorisation or the SMC Marketing Authorisation.

(e) Sweden's responsibility for delivery to Switzerland of the Swiss Allocated Doses is limited to what is expressly set out in this Agreement and the Resell Agreement. Sweden is not obligated to assist in any physical delivery, product acceptance or product handling of the Swiss Allocated Doses.

(f) In case Switzerland orders any Additional European Doses under the Resell Agreement, then such Additional European Doses shall be delivered to Switzerland on the same terms, and following the same procedure, as set out in this Section 3.

3.3 Payment for Product

(a) Sweden shall pay CureVac for all Swiss Allocated Doses, including any Ancillary Expenses, in accordance with the EU APA and the Vaccine Order Forms between Sweden and CureVac.

(b) Switzerland shall pay Sweden directly for the Swiss Allocated Doses, including any Ancillary Expenses in accordance with the Resell Agreement.

(c) Sweden will reimburse the Commission for the part of the Price of the Swiss Allocated Doses funded by the up-front payment for the Initial European Doses in accordance with the second sentence of Article I.10.3 of the EU APA.

(d) The Parties acknowledge that CureVac has additional commitments under Section 4.1 below regarding compliance with local regulatory requirements in Switzerland that go beyond CureVac's obligations under the EU APA (cf. Article I.10.5 and I.10.6 of the EU APA). To compensate CureVac for the additional internal and external costs and/or expenses it incurs in relation to those commitments, the following shall apply:

(i) Subject to actual issuance by Swissmedic of both the establishment licence and the SMC Marketing Authorisation, Switzerland shall pay to CureVac directly a lump sum amount of EUR 2.5 million (two million and five hundred thousand EUR) the "**Compensation Payment 1**"), which Compensation Payment 1 shall not be subject to any adjustments or revisions.

(ii) Should Swissmedic request CureVac to submit any documents and/or information supporting the application for SMC Marketing Authorisation other than the ones submitted by CureVac to or requested by EMA to obtain EU Marketing Authorisation, Switzerland shall pay to CureVac directly all internal and external costs and/or expenses incurred by CureVac in connection with such additional requests on a fully-loaded basis (the "**Compensation Payment 2**", Compensation Payment 1 and Compensation Payment 2 together the "**Compensation Payments**"). Upon Switzerland's request, CureVac will provide Switzerland with copies of the underlying invoices or documentation. For the avoidance of doubt, no additional compensation shall be due amongst others for (i) information and/or documents requested by Swissmedic that can be answered on the basis of information and/or documents already available to CureVac either directly or indirectly by way of processing existing data and (ii) CureVac's participation in meetings requested by Swissmedic in relation to the application.

Switzerland shall pay the Compensation Payment 1 within twenty (20) calendar days of the first delivery (or first offer to deliver if Switzerland illegitimately refuses acceptance of delivery), but no sooner than twenty (20) calendar days after receipt of a corresponding invoice from CureVac in accordance with Article II.15 of the EU APA. Switzerland shall pay the Compensation Payment 2 within twenty (20) calendar days after receipt of a corresponding invoice from CureVac in accordance with Article II.15 of the EU APA. For the avoidance of doubt, if legally required, VAT may be charged on and in addition to the Compensation Payments under the conditions of national legislation.

3.4 Payments from Switzerland to CureVac

All payments due from Switzerland to CureVac 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 CureVac may from time to time designate by written notice to Switzerland.

Article 4
Local Regulatory Matters

4.1 Compliance; Assistance

(a) CureVac commits to use Reasonable Best Efforts to seek as soon as possible from Swissmedic, obtain and maintain the establishment license that is required for import and trade with medicinal products in Switzerland.

(b) CureVac further commits to use Reasonable Best Efforts to seek, obtain, maintain and make use of the SMC Marketing Authorisation for the Product as required for the performance of its obligations under this Agreement. To this end, CureVac shall use Reasonable Best Efforts to seek SMC Marketing Authorisation as soon as reasonably possible and, to the extent permitted by Swissmedic, apply a rolling submission process for the SMC Marketing Authorisation for the Product, it being understood that, in this case, CureVac shall provide the relevant application modules for the SMC Marketing Authorisation to Swissmedic promptly upon and no later than three weeks after submission of the corresponding application modules to EMA for the purposes of obtaining EU Marketing Authorisation.

(c) For the purposes of subsections 4.1(a) and 4.1(b), CureVac is authorised to extend rights and obligations granted or imposed under this Agreement to one or more of its Affiliates; *provided*, that (1) CureVac shall inform Switzerland in writing promptly of the content of any such extension and (2) will remain primarily liable for any acts and/or omissions, including financial liabilities, of any such Affiliate(s).

(d) The Parties acknowledge that CureVac may engage third party contractors (including Bayer AG and its affiliates) to have them render various services with respect to the Product (such as pharmacovigilance related services, but excluding, for the avoidance of doubt, the establishment license and the SMC Marketing Authorisation stated in subsections 4.1(a) and 4.1(b)); *provided*, that CureVac will remain primarily liable for any acts and/or omissions, including financial liabilities, of any such third party contractors.

(e) Notwithstanding the foregoing, Switzerland shall use a reasonable degree of best efforts, within the framework of their competencies, to support CureVac in providing accelerated OMCL testing if the requirements of safety, quality and efficacy of the Product allow it to do so and are fully met. Switzerland shall also use a reasonable degree of best efforts to support, within the framework of its competencies, CureVac in its efforts to obtain (i) an establishment licence for import and trade with medicinal products in Switzerland and (ii) a SMC Marketing Authorisation, including by way of accelerated regulatory approval processes.

4.2 Alerts

CureVac shall promptly forward to Swissmedic any significant alerts reported by CureVac to EMA concerning the Product.

4.3 Swiss Pharmacovigilance Requirements

In relation to the Swiss Allocated Doses, CureVac shall comply with Swiss pharmacovigilance requirements.

Article 5
Notices and Representatives

5.1 Notices

Any notice to be given under this Agreement shall be in writing and 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 (e-mail and/or pdf) to the addresses set forth below:

Switzerland:

Name: Nora Kronig
Title: Vice-Director
At: Federal Office of Public Health
Address: Schwarzenburgstrasse 157, 3003 Bern, Switzerland
[redacted]

Copy to

Name: Daniel Aeschbach
Title: Chief Army Pharmacy
At: The Swiss Armed Forces Pharmacy
Address: Worblentalstrasse 36, 3063 Ittigen, Switzerland
[redacted]

Sweden:

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

CureVac:

Name: [redacted]
Title: [redacted]
At: CUREVAC AG
Address: Friedrich-Miescher-Str. 15, 72076 Tübingen, Deutschland
E-mail: [redacted]

Article 6
Warranties; Confirmations

6.1 CureVac warrants to Switzerland and Sweden that, as of the date hereof, this Agreement has been duly executed and is a legal, valid and binding obligation on it, enforceable against it in accordance with its terms.

6.2 Switzerland and Sweden warrant to CureVac that as of the date hereof, this Agreement and the Resell Agreement have been duly executed and are legal, valid and binding obligations on them, enforceable against them in accordance with their terms.

6.3 Switzerland and Sweden warrant to CureVac that at the time of its delivery to CureVac, each Vaccine Order Form regarding the Swiss Allocated Doses has been duly executed and is a legal, valid and binding obligation on Switzerland, enforceable against Switzerland in accordance with its terms.

6.4 No other warranty

Except to the extent set out expressly in this Agreement or the EU APA, all other warranties are hereby excluded to the fullest extent permitted by applicable law.

6.5 CureVac hereby confirms to Sweden that Sweden shall have no obligations according to Article I.23 of the EU APA for the Swiss Allocated Doses and, confirms to Switzerland that Switzerland shall have no obligations according to Article I.23 of the EU APA for any other volume than the Swiss Allocated Doses.

6.6 The Commission is aware of, and has expressed no concerns about, the arrangements set out in this Agreement. This Agreement is not in conflict with any undertaking made by Sweden and CureVac towards the Commission.

Article 7
Applicable Law and Settlement of Disputes

7.1 This Agreement shall be governed by the laws of Belgium.

7.2 Dispute Resolution

(a) In the event of a dispute between any of the Parties arising under or in connection with this Agreement or the legal relationships established by this Agreement, the Parties shall first refer such dispute to informal dispute resolution discussions between their respective representatives. Either Party may initiate such informal dispute resolution by sending written notice of the dispute to the other Party or Parties, as the case may be, and, within twenty (20) days of such notice, the representatives shall meet and attempt to resolve the dispute amicably by good faith negotiations.

(b) If the Parties are not able to settle their dispute in accordance with lit. (a) above, 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.

Article 8
Information

8.1 No confidentiality undertakings under the EU APA, any Vaccine Order Form or otherwise which Sweden may have made towards CureVac shall prevent Sweden from sharing any information it receives in its capacity as a Participating Member State under the EU APA and/or the relevant Vaccine Order Form with Switzerland.

8.2 Regarding sharing of Confidential Information by Switzerland to Liechtenstein, the rights and obligations set out it in Section 8.1 shall apply *mutatis mutandis*.

8.3 To the extent required by mandatory applicable laws and only as long as there is no dispute between the Parties in connection with this Agreement or any agreements in connection with this Agreement, Switzerland shall have the right to access all material information that CureVac deems, in its reasonable discretion, relevant to the subject matter of the Agreement, which right Switzerland, at its own costs and responsibility, may delegate to a third party institution (such institution being referred to as "**Control Organ**"). Upon reasonable request, CureVac will grant such Control Organs access to all material information and/or files that CureVac deems, in its reasonable discretion, relevant to the subject matter of this Agreement. Such Control Organs shall be bound to keep any such information and/or files confidential.

Article 9
Termination

This Agreement shall terminate concurrently with the EU APA. In addition to the grounds for automatic termination of the EU APA stated in Article II.14.1 thereof, this Agreement will be automatically terminated if and when CureVac notifies Switzerland and Sweden that the SMC Marketing Authorisation is not being granted. In addition to the grounds for termination of the EU APA stated in Article II.14.2 thereof, Switzerland may terminate this Agreement if no SMC Marketing Authorisation is granted by 31 December 2021 (or any other day mutually agreed upon between the Parties in writing) or if by that date no doses of the Swiss Allocated Doses have been supplied to Switzerland (Article II.14 of the EU APA). The termination of this Agreement will have the same effects of termination as set forth in Article II.14.5 of the EU APA, provided, however, that there will be no refunding of the Unspent Amounts and no transfer of the Refundable Items if, at the time of termination, SMC Marketing Authorisation has not yet been granted whereas EU Marketing Authorisation has been granted. For the avoidance of doubt, Article 7 of this Agreement shall survive the termination of this Agreement and continue in full force and effect.

Article 10
Conflicts

In case of a direct and irreconcilable conflict between this Agreement and the EU APA on the same subject matter, the EU APA shall prevail unless expressly or impliedly stated otherwise in this Agreement.

Signature page follows

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

This Agreement has been entered into on the date stated in the beginning of this Agreement. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed in writing 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.

CUREVAC

[redacted]

[redacted]

SWEDEN

[redacted]

SWITZERLAND, represented by

FEDERAL OFFICE OF PUBLIC HEALTH

[redacted]

Name: Anne Lévy

Title: Director-General

[redacted]

Name: Nora Kronig Romero

Title: Vice-Director

THE SWISS ARMED FORCES PHARMACY

Thomas Suessli [redacted]

Name: Thomas Süssli

Title: Chief of the Armed Forces

[redacted]

Name: Thomas Kaiser

Title: Chief of Armed Forces Logistics Organisation