

ACCESSION AGREEMENT

This ACCESSION AGREEMENT (this "Agreement"), dated as of December 3, 2021, is made by and among Novavax, Inc., incorporated and registered in the State of Delaware, with a principal place of business at 21 Firstfield Road, Gaithersburg, Maryland 20878 U.S.A. (the "Company"), Future Health Pharma GmbH, incorporated and registered in the canton of Zurich, with a principal place of business at Guyer-Zeller-Strasse 10, 8620 Wetzikon, Switzerland ("MAH"), and the Swiss Confederation represented by the Federal Office of Public Health with offices at Schwarzenburgstrasse 157, 3003 Bern, Switzerland and the Swiss Armed Forces Pharmacy with offices at Worblentalstrasse 36, 3063 Ittigen, Switzerland, as the Customer (the "Customer"). The Company, MAH, and the Customer may individually be referred to herein as a "Party" and, collectively, as the "Parties."

WHEREAS, the Company and the Customer have entered into that Advanced Purchase Agreement, dated as of December 3, 2021 and pursuant to which the Company has been contracted to provide a supply of the Novavax COVID-19 Vaccine (NXV-CoV2373) (the "APA").

WHEREAS, the Company intends to designate MAH for the purposes of holding the marketing authorization for the Product in the Territory.

WHEREAS, MAH is a third-party contractor unrelated to the Company.

WHEREAS, pursuant to Section 8.1 of the APA, MAH shall accordingly have to agree in writing to be bound towards the Customer by certain terms of the APA as regards the Company's obligations towards the Customer.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, MAH and the Customer mutually covenant and agree as follows:

1. Capitalized Terms. Capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meanings ascribed to them in the APA.

2. Agreement to Accede. As set forth in this Agreement, MAH hereby agrees to accede to the terms and conditions of the APA, a fully executed copy of which is attached as Appendix 1. In particular connection with such accession, MAH agrees (a) to be bound by all of the relevant covenants, stipulations, promises and agreements as set forth herein and (b) to perform in accordance with its terms all of the relevant obligations set forth herein which by the terms of the APA are required to be performed by the Company.

3. Delivery. Reference is hereby made to Section 2.3 of the APA. In the process of delivery of product, MAH will work with the Swiss Armed Forces Pharmacy to provide full market release of the Product in the Territory, respectively in Liechtenstein subject to the terms and conditions of Section 2.1 of the APA.

4. Limited Product Warranty. Reference is hereby made to Section 4.1 of the APA. Company and MAH warrant to the Customer that Product will (a) conform to the Specifications for such Product in the Territory, (b) comply with the applicable Regulatory Approval for such Product in the Territory, and (c) have been manufactured in accordance with current good manufacturing practice (cGMP) as defined under applicable laws.

5. Approach to Regulatory Approval. Reference is hereby made to Section 8.1 of the APA. MAH agrees to use commercially reasonable efforts to seek and obtain Regulatory Approval in the Territory and if granted, maintain and make use of Regulatory Approval in the Territory to deliver the Product to the Customer. Furthermore, MAH agrees to use commercially reasonable efforts to

submit its complete application for such Regulatory Approval to Swissmedic promptly but no later than ten (10) days of receipt by either the Company or MAH of Regulatory Approval (together with copies of relevant assessment reports if available) from EMA and/ or MHRA. MAH agrees to comply with packaging and labeling requirements necessary for the delivery of the Product in the Territory and to comply with all applicable laws and regulations in the Territory.

6. Recalls. Reference is hereby made to Section 8.3 of the APA. MAH, as the holder of the Regulatory Approval, shall be responsible for initiating any Product (a) recalls required by controlling regulatory agencies and (b) recalls requested by Novavax due to safety concerns, with respect to each, in the Territory. MAH shall handle such matters in a timely, prudent and skillful manner, in compliance with all applicable laws. MAH shall keep the Customer informed in a timely manner with respect to MAH's activities in regard to all such recalls and market withdrawals. As the distributor of the Product in the Territory, the Customer shall provide logistical support to MAH in implementing any such recalls and market withdrawals and such other assistance as reasonably requested by MAH. All costs incurred in responding to recalls and market withdrawals shall be borne by Company, except for any such recall or voluntary withdrawal that is solely attributable to the Customer's act or omission, including, without limitation, the Customer's failure to maintain cold chain requirements, gross negligence, willful misconduct or fraud.

7. Representations and Warranties. Reference is hereby made to Sections 10.1 and 10.2 of the APA. MAH hereby represents and warrants to the Customer that, as of the Effective Date: (i) it has all requisite power and authority, corporate or otherwise, to execute, deliver and perform this Agreement, (ii) this Agreement and the APA is a legal and valid obligation binding upon such Party and enforceable in accordance with its terms, (iii) the execution, delivery and performance of this Agreement by MAH does not conflict with any agreement, instrument or understanding, oral or written, to which such MAH is bound, nor violate any applicable law or any order, writ, judgment, injunction, decree, determination or award of any court or governmental body or administrative or other agency presently in effect and applicable to MAH, and (iv) in the performance of this Agreement, it shall comply with all applicable laws. Company hereby covenants to Customer and MAH that, at the time of delivery to the Point of Entry, the Customer will have good title to the delivered Products, free and clear of all liens, encumbrances and security interests. The MAH shall release the concerned batches to Customer according to local requirements, under Novavax's obligations to provide the necessary materials and documentation to MAH to so accomplish. Upon release, the Customer is then free to dispatch and use the Product under its own responsibility.

8. Indemnification.

8.1. By the Customer. The Customer shall defend, indemnify and hold harmless MAH and its affiliates and their respective officers, directors, employees, agents and contractors (each a "MAH Indemnitee") from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, expenses (including legal fees and litigation expenses), penalties, fines, settlements and judgments (collectively, "Losses") resulting from a claim (each, a "Claim") arising out of or in connection with any one or more of (a) the Customer's use, deployment or administration of the Product in the Territory or donation or resale of Product to Liechtenstein, including any death, physical, mental or emotional injury, illness, disability, property loss or damage and business interruption resulting therefrom, (b) the gross negligence, willful misconduct or fraud of the Customer or any of their representatives relating to this Agreement or activities conducted hereunder and (c) any breach by the Customer of their obligations under the APA or this Agreement; provided that the Customer would have no obligation to indemnify MAH to the extent the Claim giving rise to such loss results directly from (i) MAH releasing non-Conforming Product to the Customer, or (ii) an MAH Indemnitee's gross negligence, willful misconduct or fraud.

8.2. By MAH. MAH shall defend, indemnify and hold harmless the Customer, and the Company and its affiliates and their respective officers, directors, employees, agents and contractors (each a "Company Indemnitee") from third parties' Claims to the extent such Claims giving rise to such

Loss result directly from (i) MAH releasing non-Conforming Product to the Customer or to a Company Indemnitee or (ii) a MAH Indemnitee's gross negligence, willful misconduct or fraud.

8.3. By the Company. The Company shall defend, indemnify and hold harmless MAH from third parties' Claims to the extent such Claims giving rise to such Loss result directly from (i) the Company supplying MAH with non-Conforming Product or (ii) a Company Indemnitee's gross negligence, willful misconduct or fraud.

8.4. Procedure. Reference is hereby made to Section 9.3 of the APA. The Customer or a MAH Indemnitee (each, as applicable, an "Indemnitee") shall promptly notify MAH or the Customer (each, as applicable, the "Indemnifying Party") in writing of any Claim made against the Indemnitee, specifying the basis given for such Claim; *provided that* any failure or delay in providing such written notice will not relieve the Indemnifying Party of its indemnification obligations except to the extent the Indemnifying Party can demonstrate actual prejudice due to such delay or lack of notice. The Indemnitee shall 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 Indemnifying Party), provided that the Indemnitee may settle the Claim only with the prior written consent of the Indemnifying Party (such consent not to be unreasonably withheld, conditioned or delayed). At the Indemnitee's request or at a Indemnifying Party's discretion, the Indemnifying Party shall have the right but not the obligation to assume (with its own counsel and at its own costs) sole control of the defense or settlement of the Claim where possible under applicable law, provided that the Indemnifying Party may settle the Claim only with the prior written consent of the Indemnitee (such consent not to be unreasonably withheld, conditioned or delayed); *provided that* such consent shall not be required if such settlement or compromise admits no fault and imposes no liability on the Indemnitee. The election by the Indemnifying Party, pursuant to this Section to undertake the defense of a Claim shall not preclude the Indemnitee from participating or continuing to participate in such defense, so long as the Indemnitee bears its own legal fees and expenses for so doing (and does not control such defense). Except as otherwise expressly provided above, the reasonable costs and expenses, including fees and disbursements of counsel, incurred by the Indemnitee in connection with any Claim shall be reimbursed on a quarterly basis by the Indemnifying Party, without prejudice to the Indemnifying Party's right to refund in the event that the Indemnifying Party is ultimately held in a final, non-appealable judgment to be not obligated to indemnify the Indemnitee.

9. Confidential Information. Reference is hereby made to Section 12.2 of the APA. Each Party agrees to (a) protect and maintain in confidence the disclosing Party's Confidential Information using the same degree of care that it employs to protect the confidentiality of its own confidential information (but never less than a reasonable standard of care), (b) not disclose to any person or entity any of the disclosing Party's Confidential Information; *provided that* the receiving Party may disclose such Confidential Information to its affiliates and to its and their officers, directors, employees, contractors or agents (and in regard to the Customer, the Principality of Liechtenstein and external logistics providers as provided below) who are bound by confidentiality obligations at least as restrictive as those set forth in Section 12 of the APA and who reasonably need to know such Confidential Information in the performance of the receiving Party's obligations under this Agreement and the APA, (c) ensure the full compliance of each of its affiliates and its and their officers, directors, employees, contractors or agents (and in regard to the Customer, the Principality of Liechtenstein and external logistics providers as provided below) who have access to the disclosing Party's Confidential Information with the confidentiality and non-use obligations in Section 12 of the APA and this Agreement and (d) not use such Confidential Information for any purpose other than performing its obligations under this Agreement. Each Party acknowledges and agrees that its failure to comply with the provisions of Section 12 of the APA and with this Agreement may cause irreparable harm to the other Party that cannot be adequately compensated for in damages and, accordingly, that each Party will be entitled to claim, in addition to any other remedies available to it, interlocutory and permanent injunctive relief to restrain any anticipated, present or continuing breach of Section 12 of the APA or with this Agreement without the need to post bond or other security. The terms of the APA and this Agreement will be the Confidential Information of the Parties. Nothing in this Agreement shall prevent

or limit the right of the Customer and MAH to exchange directly with each other information (including Confidential Information) that is necessary or helpful within the performance of the APA. The Customer will be permitted to discuss and share Confidential Information:

(a) within the Swiss federal and cantonal administrations;

(b) with the authorities of the Principality of Liechtenstein; and

(c) with external logistics providers in the supply chain of the use and administration of the Product in the Territory and Liechtenstein who: i) have a need to know such information in order to enable Customer to perform its obligations or to exercise its rights under the APA and this Agreement; ii) are informed of the confidential nature of such information; and iii) use such information solely for a permitted purpose under the APA and this Agreement.

10. Disclosure Required by Law. Reference is hereby made to Section 12.3 of the APA. Subject to the remainder of this Section 10, each Party may disclose the Confidential Information of the other Party to the extent that such disclosure is, in the reasonable opinion of the receiving Party's legal counsel, required to be disclosed pursuant to applicable law (including the rules of any stock exchange) or a valid order of a court of competent jurisdiction or a supra-national, national, regional, state, provincial or local governmental body of competent jurisdiction. Prior to making any such disclosure, the receiving Party shall promptly advise the disclosing Party of the requirement to disclose as soon as the receiving Party becomes aware that such a requirement might become effective in order that, where possible, the disclosing Party may seek a protective order or such other remedy as the disclosing Party may consider appropriate in the circumstances. The receiving Party shall reasonably cooperate with the disclosing Party (at the disclosing Party's cost) in seeking a protective order or other relief. The receiving Party shall disclose only that portion of the disclosing Party's Confidential Information that it is required to disclose. Should the Customer receive a request under the Swiss Transparency Act to disclose any Confidential Information, it will notify Novavax as soon as reasonably practicable, thereby enabling Novavax to comment on the information to be disclosed and/or seek prevention, limitation or protection of such disclosure in accordance with applicable laws.

11. Right of Inspection. Reference is hereby made to Section 12.4 of the APA. The Customer shall during the Term have the right of inspection in relation to all information under the control of MAH relating to its performance of this Agreement, which right may also be exercisable by any governmental or regulatory body which has a right and need to know such information under applicable law (such third party being referred to as "Control Organs"). MAH will grant such Control Organs reasonable access during business hours, on receipt of at least five (5) business days' notice to such reasonable information and/or files relating to the subject matter of the Agreement and the contractual relationship between the Customer and MAH as well as be available for questions. Such Control Organs shall be legally bound to keep any such information and/or files confidential.

12. Miscellaneous.

12.1. Force Majeure. Reference is hereby made to Section 13.1 of the APA. Each Party's obligations of performance under this Agreement will be temporarily suspended and excused for the period of interruption to the extent any failure of performance is due to (a) fire, earthquake, storm (including hurricanes, snow storms, blizzards or ice storms), hail, flood, act of war or terrorism, riot, civil commotion, pandemic, epidemic or embargo, (b) enforcement decision of any governmental authority or (c) any other cause or event beyond the reasonable control of such Party and not its acts or omissions (collectively, a "Force Majeure"). The affected Party will promptly notify the other Party of the anticipated period of interruption due to a Force Majeure and will take all reasonable measures to forthwith remedy the interruption and the other Party will be entitled to suspend the performance of its own obligations (including any obligation to make payment) under this Agreement until the affected Party has fully

remedied the interruption. Each Party acknowledges and agrees that the effects of COVID-19 may be considered a Force Majeure or otherwise excuse any interruption, failure or delay in performance by either Party.

12.2. Notice. Reference is hereby made to Section 13.2 of the APA. Any notice given under this Agreement must be in writing and delivered either to the addresses set forth below in person or via overnight courier (or to such other addresses of which the Parties may from time to time be notified in writing), with a PDF copy sent by email:

If to Novavax:

Novavax, Inc.
21 Firstfield Road
Gaithersburg, MD 20878
U.S.A.
Attn: [REDACTED]
Email: [REDACTED]

If to Customer:

Federal Office of Public Health
Schwarzenburgstrasse 157
3003 Bern
Switzerland
Attn: [REDACTED]
[REDACTED]

Copy to:

The Swiss Armed Forces Pharmacy
Worbentalstrasse 36
3063 Ittigen
Switzerland
Attn: [REDACTED]
[REDACTED]
[REDACTED]

If to MAH:

Future Health Pharma GmbH
Guyer-Zeller-Strasse 10
8620 Wetzikon
Switzerland
Attn: [REDACTED]
[REDACTED]

Such notice will be deemed to have been given as of the date delivered by hand, on the second (2nd) business day (at the place of delivery) after deposit with an internationally recognized overnight delivery service or upon written (including email) acknowledgement of the receiving Party.

12.3. Counterparts. The Parties may sign any number of copies of this Agreement. Each signed copy shall be an original, but all of them together represent the same agreement, and each of which may be delivered by e-mail or other functionally equivalent electronic means of transmission and those counterparts will together constitute one and the same instrument.

This Agreement may be executed in writing or other electronically transmitted signatures and such signatures shall be deemed to bind each Party hereto as if they were original signatures.

12.4. Amendment. No amendment or modification or supplement of this Agreement, including this provision, will be valid unless made in a writing signed by an authorized representative of each Party specifically referring to this Agreement.

12.5. Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

12.6. The Customer. The Customer shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Agreement or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company and MAH.

13. Dispute Resolution: Equitable Relief. Reference is hereby made to Section 13.6 of the APA. With respect to any, dispute or controversy ("Dispute") between the Parties and arising in whole or in part in connection with this Agreement, including whether a breach has occurred or been appropriate cured, the Parties shall first use good faith efforts to resolve such Dispute and, if such Dispute is not resolved within thirty (30) days from the date such Dispute arose, then either Party may submit the Dispute to binding arbitration. The seat of arbitration shall be in Zurich, Switzerland. . . All matters so submitted to arbitration will be settled by three (3) arbitrators in accordance with the Rules of Arbitration of the International Chamber of Commerce or its successor (the "ICC Rules"). In the event of a conflict between ICC Rules and this Agreement, this Agreement shall govern. Each Party will designate an arbitrator, provided that the Company and MAH shall jointly designate an arbitrator in any dispute with the Customer, and the Parties will cause the designated arbitrators to mutually agree upon and to designate a third arbitrator who will serve as chairperson. The Parties shall arrange for a hearing to occur and be completed within thirty (30) days after the appointment of the third (3rd) arbitrator, which hearing shall last no longer than one (1) day, unless the arbitral panel believes a longer period is required, in which case the hearing may last one (1) additional day. The Parties will cause the arbitrators to decide the matter to be arbitrated within thirty (30) days after the close of evidence unless the chairperson arbitrator determines, at the request of any Party or on his or her own initiative, that such time period should be extended, in which case such time period may not be extended beyond an additional thirty (30) day period. The final decision of the majority of the arbitrators shall be in writing, in all events follow governing law and will be furnished to all the Parties in such dispute. Judgment on such decision may be entered in any court having jurisdiction. Notwithstanding any other terms of this Agreement, each Party may seek a preliminary injunction or other provisional equitable relief in any court of competent jurisdiction if, in its reasonable judgment, such action is necessary to avoid irreparable harm as permitted by applicable law.

14. Governing Law. Reference is hereby made to Section 13.7 of the APA. This Agreement is made subject to the laws of Switzerland to the exclusion of conflict of law principles and the United Nations Convention on Contracts for the International Sale of Goods. The United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods, if otherwise applicable, each as the same may be amended or superseded, are hereby expressly excluded and will not be applicable to this Agreement.

15. Assignment. Reference is hereby made to Section 13.8 of the APA. Neither Party will assign all or any portion of this Agreement or any right or obligation under this Agreement without the other Party's prior written consent, which consent will not be unreasonably withheld or delayed. Any unauthorized assignment by a Party will be null and void of no force or effect. Any subsequent assignment of the Swissmedic Marketing Authorization by MAH is subject to (i) the prior written consent of the Customer and (ii) the prior conclusion of an addendum to the APA.

16. Severability. If any provision of this Agreement will be adjudicated to be invalid or unenforceable by a court of competent jurisdiction, it is the Parties' intent that the remaining provisions

of this Agreement will remain in full force and effect and the affected provision or portion thereof will be deemed modified so that it is enforceable to the maximum extent permissible to reflect as closely as possible the intentions of the Parties as evidenced from the provisions of this Agreement. 17.

Ratification of Agreement. Except as expressly amended hereby, the APA is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Agreement shall form a part of the APA for all purposes. For clarity, nothing in this Agreement shall be interpreted as limiting the Customer's rights and remedies towards the Company under the APA, which shall be in addition to the Customer' rights and remedies towards MAH under the Agreement. Reference being made to Section 8.1 of the APA, the Company shall remain jointly and severally liable towards the Customer for any acts and/or omissions of MAH (including financial liabilities of MAH).

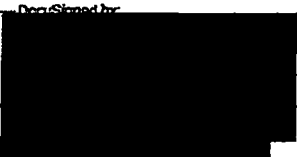
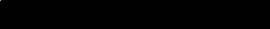
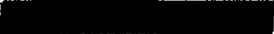
18. Successors. All covenants and agreements in this Agreement by the Parties shall bind their successors.

19. Counterparts. This Agreement and all exhibits, schedules and appendices hereto may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and each of which may be delivered by, e-mail or other functionally equivalent electronic means of transmission and those counterparts will together constitute one and the same instrument. This Agreement may be executed in writing or other electronically transmitted signatures and such signatures shall be deemed to bind each Party hereto as if they were original signatures.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and attested, as of the date first above written.

NOVAVAX, INC.

DocuSigned by:
By: 
Name: 
Position: 

DocuSigned by:


Date: 03-Dec-21 | 09:05 PST

SIGNED for any on behalf of
Swiss Confederation, represented by:

The Federal Office of Public Health

By: 

Name: Anne Lévy

Position: Director General

Date: 06-Dez-21 | 15:46 EST

By: 

Name: Andrea Arz de Falco

Position: Vice-Director

Date: 06-Dez-21 | 12:57 PST

The Swiss Armed Forces Pharmacy

By: 

Name: Thomas Süssli

Position: Chief of the Armed Forces

Date: 07-Dez-21 | 03:21 EST

By: 

Name: Thomas Kaiser

Position: Chief of Armed Forces Logistics Organisation

Date: 07-Dez-21 | 00:43 PST

FUTURE HEALTH PHARMA GMBH



By: _____

Name: 

Position: 

Date: 09-Dez-21 | 06:47 PST

APPENDIX 1
ADVANCED PURCHASE AGREEMENT

(Signature page to the Accession Agreement)