

FIRST AMENDMENT AGREEMENT

This **FIRST AMENDMENT AGREEMENT** (this "**First Amendment**"), entered into as of the 4th day of December, 2020 (the "**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 CHIE-344.522.989 and registered address at Aeschenvorstadt 48 ([REDACTED]) 4051 Basel, 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 an agreement, dated August 4, 2020, relating to the reservation, manufacture and supply of filled and finished mRNA-1273 (the "**Agreement**").

WHEREAS, the Purchaser wishes to reserve and purchase an additional three million (3,000,000) doses (based on a dose of 100-micrograms of Product) of Product (as defined in the Agreement) to be delivered by Moderna to Purchaser under the Agreement, and in connection therewith, the Parties wish to amend the Agreement as provided in this First Amendment.

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

1. **DEFINITIONS.** Unless specifically set forth to the contrary herein, capitalized terms used but not defined herein will have the meanings ascribed to such terms in the Agreement.

2. **AMENDMENTS.**

2.1 **[INTENTIONALLY LEFT BLANK]**

2.2 **Section 1.48** of the Agreement is hereby deleted and restated as follows:

"1.48 "**Payment Amount**" means the dollar amount equal to the MoU Upfront Payment plus the Initial Balancing Payment plus the portion of the Delayed Balancing Payment actually paid to Moderna under this Agreement plus the portion of the Additional Volume Payment actually paid to Moderna under this Agreement."

2.3 **[INTENTIONALLY LEFT BLANK]**

2.4 New **Section 1.76** is hereby inserted immediately following **Section 1.75** of the Agreement:

"1.76 "**Additional Volume**" means based on a dose of 100-micrograms of the Product, three million (3,000,000) doses of the Product, subject to adjustment as expressly provided for herein. For clarity, in no event shall the Additional Volume, or any portion thereof, be deemed Confirmed Volume."

2.5 New **Section 1.77** is hereby inserted immediately following **Section 1.76** of the Agreement, as amended pursuant to this First Amendment:

"1.77 "Additional Volume Delivery Payment" means the dollar amount equal to thirty percent (30%) of the Additional Volume actually delivered during a given Calendar Quarter multiplied by the Price Per 100-microgram Dose."

2.6 New Section 1.78 is hereby inserted immediately following Section 1.77 of the Agreement, as amended pursuant to this First Amendment:

"1.78 "Additional Volume Payment" means the dollar amount equal to the sum of (a) the Amendment Upfront Payment, plus (b) the Amendment Marketing Approval Payment plus (c) the Additional Volume Delivery Payment."

2.7 New Section 1.79 is hereby inserted immediately following Section 1.78 of the Agreement, as amended pursuant to this First Amendment:

"1.79 "Amendment Marketing Approval Payment" means, the dollar amount equal to forty percent (40%) of the then current Additional Volume multiplied by the Price Per 100-microgram Dose."

2.8 New Section 1.80 is hereby inserted immediately following Section 1.79 of the Agreement, as amended pursuant to this First Amendment:

"1.80 "Amendment Upfront Payment" means US\$28,800,000.00 representing the dollar amount equal to thirty percent (30%) of the Additional Volume as of the Amendment Effective Date multiplied by the Price Per 100-microgram Dose."

2.9 New Section 1.81 is hereby inserted immediately following Section 1.80 of the Agreement, as amended pursuant to this First Amendment:

"1.81 "Calendar Quarter" means the respective periods of three (3) consecutive calendar months ending on March 31, June 30, September 30 and December 31 of each calendar year."

2.10 The portion of the sentence in Section 2.2 of the Agreement beginning "Subject to the terms and conditions of this Agreement," and ending "all responsibility for the following main tasks and duties:" is hereby deleted and restated as follows:

"Subject to the terms and conditions of this Agreement, in consideration of the Total Payment, the Additional Volume Payment and the Ancillary Costs, Moderna will, whether itself or through an Affiliate, agent, contractor, collaborator or other designee, solely control and assume all responsibility for the following main tasks and duties:"

2.11 Section 4.8 of the Agreement is hereby deleted and restated as follows:

"Set-off. Moderna will be entitled, to the fullest extent permitted by applicable Law, to set-off and apply against any amounts payable to Purchaser (including pursuant to Section 5.7) or any Related Party (other than import and export duties, income tax, corporation tax, capital gains tax, value added tax, or any other taxes), any amounts owed to Moderna or any other Moderna Party by Purchaser under the indemnification in Sections 4.1 through 4.8 or under Sections 5.2(ii), 5.2(iii), 5.2(iv), 5.2(v) or 5.3. Any other set-off right of Moderna is expressly excluded (which, for the avoidance of doubt, will not prevent reductions to the Delayed Balancing Payment as contemplated by Section 5.7)."

2.12 Section 4.9(i) of the Agreement is hereby deleted and restated as follows:

“(i) pay the Initial Balancing Payment, the Delayed Balancing Payment, and the Additional Volume Payment, as well as the Ancillary Costs, as described in Section 5,”

2.13 Section 4.10 of the Agreement is hereby deleted and restated as follows:

“(ii) Moderna and its Affiliates, or any other Moderna Party acting on its behalf, will not sell, resell, transfer, hypothecate, assign, import or distribute the Product in the Territory for use and administration in Switzerland to any person other than Purchaser or any of its Related Parties until the earliest of (a) six (6) months following the final Delivery of the then-current Confirmed Volume under this Agreement, (b) the distribution of all of the Confirmed Volume of Product from the Delivery Site for administration (to be notified promptly by the Purchaser to Moderna in writing), (c) a termination of this Agreement under Section 12.2(ii), 12.2(iv), or 12.2(v) as a result of Purchaser’s material breach, or (d) six (6) months following a termination of this Agreement under Section 12.2 (other than Section 12.2(ii), 12.2(iv), or 12.2(v) as a result of Purchaser’s material breach); provided, however, that this Section 4.10(ii) will not in any way restrict the ability of any Moderna Party to carry out any and all activities in the Territory relating to the Manufacture of the Product (in any form, including bulk or filled and finished Product) or the sale, resale, transfer, hypothecation, assignment, import, export or distribution of the Product (in any form, including bulk or filled and finished Product) for any country or jurisdiction other than the Territory.”

2.14 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 to (a) the Principality of Liechtenstein and subject to the terms set out in Exhibit F and (b) 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, in each case subject to the prior written consent of Moderna (such consent not to be unreasonably delayed or withheld) (such Governmental Authority, a “**Donation Country**”) and subject to the terms set out in Exhibit F.

(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; (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; (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 if the agreed upon purchase price per Excepted Dose with the Third Party is higher than the Price Per 100-microgram Dose; (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] 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."

2.15 Section 5.2 of the Agreement is hereby deleted and restated as follows:

"5.2 Payment.

(i) Within fifteen (15) days after the Effective Date, Purchaser will pay the Initial Balancing Payment to Moderna.

(ii) Subject to Section 5.7, within fifteen (15) days after the grant of Marketing Approval for the Product in the Territory, Purchaser will pay the Delayed Balancing Payment by wire transfer to Moderna.

(iii) Within fifteen (15) days after the Amendment Effective Date, Purchaser will pay the Amendment Upfront Payment to Moderna by wire transfer.

(iv) Within fifteen (15) days after the date of grant of Marketing Approval in the Territory, Purchaser will pay the Amendment Marketing Approval Payment to Moderna by wire transfer.

(v) Within fifteen (15) days after the end of a Calendar Quarter in which Product constituting Additional Volume was delivered to Purchaser, Purchaser will pay the Additional Volume Delivery Payment corresponding to such Product constituting Additional Volume delivered during such Calendar Quarter to Moderna by wire transfer."

2.16 Section 5.7 of the Agreement is hereby deleted and replaced as follows:

"5.7 Refunds. If any refund is required to be paid by Moderna to Purchaser pursuant to Section 6.3(ii), 6.3(iii)(1), 6.3(iv), 6.3(v), 6.3(vi), 10.1(iv) or 12.3(v), or as a result of the Term expiring following the occurrence of the Cessation Date (if any), any such refund shall occur no later than ninety (90) days following such refund becoming due hereunder. Notwithstanding the foregoing, until the Delayed Balancing Payment and the Additional Volume Payment are paid in full, any refund to be paid under this Section 5.7 by Moderna to Purchaser will first be satisfied through a reduction of, first, the outstanding Delayed Balancing Payment and, second, the Additional Volume Payment, prior to Moderna paying an amount to Purchaser directly under this Section 5.7 (and Moderna will have no obligation to make such payment to the extent of the reduction of the outstanding Delayed Balancing Payment and the Additional Volume Payment). Moderna's maximum aggregate liability to Purchaser for refunds under or in connection with Sections 6.3(iii)(1), 6.3(iv), 6.3(vi), 10.1(iv), or 12.3(v), or for a failure to make payments properly due under this Section, will not exceed sixty two and one-half percent (62.5%) of the Total Payment (inclusive of any reductions to the Delayed Balancing Payment as contemplated by this Section 5.7). Moderna's maximum aggregate liability to Purchaser for refunds under or in connection with Section 6.3(v), or for a failure to make payments properly due under such Section, will not exceed sixty two and one-half percent (62.5%) of the Total Payment (inclusive of any reductions to the Delayed Balancing Payment as contemplated by Section 5.7) plus the dollar amount equal to the difference between (I) the total amount paid in respect of Additional Volume and (II) the Amendment Upfront Payment. For the avoidance of doubt, in no event shall Purchaser receive refunds under more

than one of the following Sections upon the expiration or termination of this Agreement: Section 6.3(iv), Section 6.3(v), Section 6.3(vi), Section 12.3(ii) and Section 12.3(v).”

2.17 [INTENTIONALLY LEFT BLANK]

2.18 Section 6.3(iii) of the Agreement is hereby deleted and restated as follows:

“(iii)

(1) If Moderna (itself or through its Affiliates, collaborators or contractors) has not obtained Marketing Approval for the Product in the Territory on or before June 30, 2021, Purchaser may by notice in writing received by Moderna at any time on or before July 15, 2021, reduce the Confirmed Volume by up to twenty five percent (25%). In such case, (i) the definition of Confirmed Volume will be deemed to be amended accordingly and (ii) Purchaser will be entitled to a refund pursuant to Section 5.7 in the amount equal to the quantity of 100-microgram doses by which the then current Confirmed Volume has been reduced under this Section 6.3(iii)(1) multiplied by the Price Per 100-microgram Dose (which includes, for the avoidance of doubt, the related Fill and Finish Cost). Following any such permitted reduction, Moderna will, after consultation with Purchaser, promptly provide an updated December Delivery Schedule, which will thereafter be the December Delivery Schedule for all purposes hereunder.

(2) If Moderna (itself or through its Affiliates, collaborators or contractors) has not obtained Marketing Approval for the Product in the Territory on or before June 30, 2021, Purchaser may by notice in writing received by Moderna at any time on or before July 15, 2021, reduce the Additional Volume by up to twenty five percent (25%). In such case, the definition of Additional Volume will be deemed to be amended accordingly. Following any such permitted reduction, Moderna will, after consultation with Purchaser, promptly provide an updated December Delivery Schedule, which will thereafter be the December Delivery Schedule for all purposes hereunder.

This Section 6.3(iii) will also apply where the Regulatory Authority in the Territory requires Moderna or any Moderna Party to carry out any additional non-clinical trials or clinical trials prior to Marketing Approval for the Product in the Territory; *provided*, that (x) Purchaser would bear all of the costs and expenses thereof and (y) Moderna would only be required for the purposes of this Section 6.3(iii) to carry out any such additional non-clinical trials or clinical trials if such trials could reasonably be completed in time to obtain Marketing Approval for the Product in the Territory by June 30, 2021; and *provided, further*, that if (A) Purchaser does not bear all of the costs and expenses for such additional non-clinical trials or clinical trials, or (B) such additional non-clinical trials or clinical trials could not reasonably be completed in time to obtain Marketing Approval for the Product in the Territory by June 30, 2021, then Moderna would not be required for the purposes of this Section 6.3(iii) to carry out any such additional non-clinical trials or clinical trials.”

2.19 Section 6.3(iv) of the Agreement is hereby deleted and restated as follows:

“(iv) If Moderna (itself or through its Affiliates, collaborators or contractors) has not obtained Marketing Approval for the Product in the Territory on or before December 31, 2021 after Moderna has cooperated with the Governmental Authorities and the Regulatory Authority in the Territory as required by this Agreement but the Product has obtained another Relevant Marketing Approval, and (a) Moderna has provided written notice to Purchaser on or before December 1, 2021 indicating that Moderna does not reasonably expect to deliver to Purchaser all of the then current Confirmed Volume on or before December 31, 2021, or (b) if such written notice referenced in clause (a) is not provided by Moderna to Purchaser on or before December 1, 2021, and Moderna has not actually delivered to Purchaser all of the then current Confirmed Volume on or before December 31, 2021, then, if the Term

expires as a result of Section 12.1(c)(i), Purchaser will be entitled to a refund pursuant to Section 5.7 in an amount equal to (A) (x) 25%, times (y) the Total Payment minus the amount of the refunds paid or that remain due and payable to Purchaser under Section 6.3(ii), minus (B) the amount of the refunds paid or that remain due and payable to Purchaser under Section 6.3(iii)(1). This Section 6.3(iv) will also apply where the Regulatory Authority in the Territory requires Moderna or any Moderna Party to carry out any additional non-clinical trials or clinical trials prior to Marketing Approval for the Product in the Territory; *provided*, that (x) Purchaser would bear all of the costs and expenses thereof and (y) Moderna would only be required for the purposes of this Section 6.3(iv) to carry out any such additional non-clinical trials or clinical trials if such trials could reasonably be completed in time to obtain Marketing Approval for the Product in the Territory by December 31, 2021; and *provided, further*, that if (A) Purchaser does not bear all of the costs and expenses for such additional non-clinical trials or clinical trials, or (B) such additional non-clinical trials or clinical trials could not reasonably be completed in time to obtain Marketing Approval for the Product in the Territory by December 31, 2021, then (1) Moderna would not be required for the purposes of this Section 6.3(iv) to carry out any such additional non-clinical trials or clinical trials and (2) Moderna's or any Moderna Party's conduct of such additional non-clinical trials or clinical trials is not required for Moderna to be in compliance with its obligations to cooperate with the Governmental Authorities and the Regulatory Authority in the Territory under this Agreement."

2.20 Section 6.3(v) of the Agreement is hereby deleted and restated as follows:

"(v)

(1) If Moderna (itself or through its Affiliates, collaborators or contractors) has obtained Marketing Approval for the Product in the Territory on or before December 31, 2021 and (a) Moderna has provided written notice to Purchaser on or before December 1, 2021 indicating that Moderna does not reasonably expect to deliver to Purchaser all of the then current Confirmed Volume on or before December 31, 2021, or (b) if such written notice referenced in clause (a) is not provided by Moderna to Purchaser on or before December 1, 2021, and Moderna has not actually delivered to Purchaser all of the then current Confirmed Volume on or before December 31, 2021, then, if the Term expires as a result of Section 12.1(c)(i), Purchaser will be entitled to a refund pursuant to Section 5.7 in an amount equal to (A) the quantity of 100 microgram doses that comprise fifty percent (50%) of the portion of the then current Confirmed Volume that has not actually been delivered to Purchaser on or prior to such expiration of this Agreement (or sixty two and one half percent (62.5%) of the portion of the then current Confirmed Volume that has not actually been delivered to Purchaser prior to such expiration of this Agreement if and only to the extent Purchaser has not exercised any of its right to reduction of the Confirmed Volume under Sections 6.3(ii) and 6.3(iii)(1) prior to such date) multiplied by (B) by the Price Per 100-microgram Dose (which includes, for the avoidance of doubt, the related Fill and Finish Cost).

(2) If Moderna (itself or through its Affiliates, collaborators or contractors) has obtained Marketing Approval for the Product in the Territory on or before December 31, 2021 and (a) Moderna has provided written notice to Purchaser on or before March 1, 2022 indicating that Moderna does not reasonably expect to deliver to Purchaser all of the Additional Volume on or before March 31, 2022, or (b) if such written notice referenced in clause (a) is not provided by Moderna to Purchaser on or before March 1, 2022, and Moderna has not actually delivered to Purchaser all of the Additional Volume on or before March 31, 2022, then, if the Term expires as a result of Section 12.1(c)(ii), Purchaser will be entitled to a refund pursuant to Section 5.7 in an amount equal to (A) the quantity of 100 microgram doses that comprise sixty two and one half percent (62.5%) of the portion of the then current Additional Volume that has not actually been delivered to Purchaser on or prior to such expiration of this Agreement multiplied by (B) by the Price Per 100-microgram Dose (which includes, for the avoidance of doubt, the related Fill and Finish Cost)."

2.21 Section 6.3(vi) of the Agreement is hereby deleted and restated as follows:

"If (a) Moderna has provided written notice to Purchaser on or before December 1, 2021 indicating that Moderna does not reasonably expect the Product to obtain any Relevant Marketing Approval on or before December 31, 2021, or (b) if such written notice referenced in clause (a) is not provided by Moderna to Purchaser on or before December 1, 2021, and the Product has not obtained any Relevant Marketing Approval on or before December 31, 2021, then, if the Term expires as a result of Section 12.1(c)(i), Purchaser will be entitled to a refund pursuant to Section 5.7 in an amount equal to (A) (x) 62.5% times (y) the Total Payment, minus (B) the amount of the refunds paid or that remain due and payable to Purchaser under Sections 6.3(ii) and 6.3(iii)(1)."

2.22 Section 6.6 of the Agreement is hereby deleted and restated as follows:

"6.6 Priority Supply. Moderna hereby confirms that supply of the Confirmed Volume to Purchaser will be priority supply, meaning Moderna will provide Purchaser such supply of Product on a pro rata basis (based on confirmed volumes) in parallel to other governments or multi-country organizations, excluding the United States and any Governmental Authority in the United States, who execute a Memorandum of Understanding in connection with the Product on or before June 9, 2020 or an agreement with Moderna on or before July 21, 2020 with respect to the supply of the Product from manufacturing facilities located outside of the United States in the demand confirmation process contemplated by the MoU (such governments or multi-country organizations being referred to as "**Demand Confirmation Beneficiaries**"); *provided, however*, that Moderna's obligation to make such supply on a pro rata basis will be subject to (and it will not be a breach of this Section 6.6 if) the conditions on delivery of the Product as set forth in this Agreement (including the requirements of Section 7.7) and reasonable adjustments that are made by Moderna to prevent inefficient periodic allocation and to allow for optimization that is more useful for governments or multi-country organizations in specific periods of time. Without prejudice to the pro rata supply regime described in the immediately preceding sentence, Moderna will not, without the consent of Purchaser, be entitled to (i) delay delivery to Purchaser, or (ii) amend in a manner prejudicial to Purchaser the delivery schedule as part of Anticipated Delivery Schedule or December Delivery Schedule, in each case in order to provide preferential treatment to an order of the Product outside of the United States from a customer other than a Demand Confirmation Beneficiary. For clarity, this Section 5.6 shall not apply to supply of the Additional Volume."

2.23 Section 6.7 of the Agreement is hereby deleted and restated as follows:

"6.7 Pricing Terms. The Price Per 100-microgram Dose is and will remain as favorable a price for the sale of the Confirmed Volume hereunder as the price for a 100-microgram dose of finished Product offered to any other Demand Confirmation Beneficiary during the Term for an equivalent volume to the Confirmed Volume. The Parties acknowledge that different financial terms may apply for the sale and delivery of bulk Product or of the Product to developing nations, either directly or indirectly through NGOs (such as CEPI and GAVI) or the World Health Organization."

2.24 Section 6.9 of the Agreement is hereby deleted and restated as follows:

"6.9 Supply Timing. If Marketing Approval for the Product in the Territory is granted on or before March 15, 2021 and requested by Purchaser in writing to Moderna, Moderna will use Reasonable Best Efforts to accelerate Delivery of up to one million eight hundred thousand (1,800,000) 100-microgram doses of the Confirmed Volume to Purchaser in the first calendar quarter of 2021 (if such Marketing Approval is received reasonably prior to March 31, 2021 and in the aggregate with the doses already scheduled to be Delivered in the first calendar quarter of 2021) or as soon as reasonably

practicable thereafter. For clarity, any such acceleration shall not affect the Delivery schedule of the Additional Volume."

2.25 Section 10.1(v) of the Agreement is hereby deleted and restated as follows:

"(v) Maximum Liability. Except as set forth in Sections 5.7, 6.3(ii), 6.3(iii)(1), 6.3(iv), 6.3(v), 6.3(vi), 6.3(viii)(A) (solely to the extent Purchaser does not accept Non-Swiss Manufactured Products), 6.4(i), 10.1(iv), 12.3(ii) and 12.3(v), Moderna's maximum aggregate liability to Purchaser under or in connection with this Agreement (however arising, including contract, tort, negligence, indemnity, breach of statutory duty, misrepresentation or breach of warranty or otherwise) will not exceed ten percent (10%) of the Payment Amount. Notwithstanding anything to the contrary set forth herein, (1) Moderna's maximum aggregate liability to Purchaser for refunds under or in connection with Sections 5.7, 6.3(ii), 6.3(iii)(1), 6.3(iv), 6.3(vi), 6.3(viii)(A) (solely to the extent Purchaser does not accept Non-Swiss Manufactured Products), 10.1(iv), 12.3(ii) and 12.3(v), or for a failure to make payments properly due under such Sections, will not exceed sixty two and one-half percent (62.5%) of the Total Payment (inclusive of any reductions to the Delayed Balancing Payment as contemplated by Section 5.7); (2) Moderna's maximum aggregate liability to Purchaser for refunds under or in connection with Section 6.3(v)(1), or for a failure to make payments properly due under such Section, will not exceed sixty two and one-half percent (62.5%) of the Total Payment (inclusive of any reductions to the Delayed Balancing Payment as contemplated by Section 5.7); and (3) Moderna's maximum aggregate liability to Purchaser for refunds under or in connection with Section 6.3(v)(2), or for a failure to make payments properly due under such Section, will not exceed an amount equal to (A) the quantity of 100 microgram doses that comprise sixty two and one half percent (62.5%) of the portion of the then current Additional Volume that has not actually been delivered to Purchaser on or prior to such expiration of this Agreement multiplied by (B) by the Price Per 100-microgram Dose (which includes, for the avoidance of doubt, the related Fill and Finish Cost)."

2.26 Section 12.1 of the Agreement is hereby deleted and restated as follows:

"12.1 Term. This Agreement will commence on the Effective Date and will continue until the earliest of (a) the date that all of the then current Confirmed Volume and then current Additional Volume of the Product has been delivered by Moderna to Purchaser, (b) the Cessation Date, (c) (i) December 31, 2021 solely in the event that all of the then current Confirmed Volume has not been delivered by Moderna to Purchaser by such date or (ii) March 31, 2022 in the event that all of the Additional Volume has not been delivered by Moderna to Purchaser by such date, and (d) the termination of this Agreement in accordance with Section 12.2 (the "Term"). If Marketing Approval for the Product in the Territory is not obtained by September 1, 2021, the Parties will discuss in good faith whether to extend the deadlines relating to the delivery of Product and the expiration of the Agreement as provided for in Section 12.1(c) (as well as the dates in Sections 6.3(iv), 6.3(v), 6.3(vi), 6.3(viii)(B) and 12.3(i)), and if the Parties agree to extend any such dates, the Parties will enter into an amendment to this Agreement to reflect such extension(s)."

2.27 Section 12.2(ii) of the Agreement is hereby deleted and restated as follows:

"(ii) Moderna may terminate immediately this Agreement for cause by written notice to Purchaser if (a) the Initial Balancing Payment is not paid in full within fifteen (15) days following the Effective Date pursuant to Section 5.2(i); (b) the Delayed Balancing Payment (reduced in accordance with Section 5.7, as applicable) is not paid in full within fifteen (15) days after the grant of Marketing Approval for the Product in the Territory pursuant to Section 5.2(ii); (c) the Amendment Upfront Payment is not paid in full within fifteen (15) days following the Amendment Effective Date pursuant to Section 5.2(iii); (d) the Amendment Marketing Approval Payment is not paid in full within

fifteen (15) days after the grant of Marketing Approval for the Product in the Territory pursuant to Section 5.2(iv); or (e) any Additional Volume Payment is not made within fifteen (15) days following the end of the relevant Calendar Quarter pursuant to Section 5.2(v); in each case ((a)-(e)), unless its failure to pay is caused by administrative or technical error and payment is made within five (5) days of its due date."

2.28 Section 12.3(iv) of the Agreement is hereby deleted and restated as follows:

"(iv) In the event of a termination of this Agreement pursuant to Section 12.2(ii), 12.2(iv) or 12.2(v) (as a result of Purchaser's failure to comply with its obligations under Sections 4.1 through 4.8, Section 4.10(i) or Section 4.11), any remaining Delayed Balancing Payment and any Additional Volume Delivery Payment for doses of Additional Product already delivered but not yet paid by Purchaser will be paid to Moderna within five (5) Business days after such termination."

2.29 Section 13.3(ii) of the Agreement is hereby deleted and restated as follows:

"(ii) Dispute Escalation. In the event of a Dispute between the Parties, the Parties will first attempt to resolve such Dispute by negotiation and consultation between Purchaser Representative and the Project Manager. In the event that such Dispute is not resolved on an informal basis within twenty (20) days from receipt of the written notice of a Dispute, any Party may, by written notice to the other, have such Dispute referred to [REDACTED] for Moderna and [REDACTED] for Purchaser (or their respective designees, which designee is required to have decision-making authority on behalf of such Party), who will attempt to resolve such Dispute by negotiation and consultation for a twenty (20) day period following receipt of such written notice."

2.30 Moderna's address as set forth in Section 13.10 of the Agreement is hereby deleted and replaced with the following address:

If to Moderna, to: Moderna Switzerland GmbH

[REDACTED]
Aeschenvorstadt 48
4051 Basel, Switzerland

With a copy to:

Moderna Switzerland GmbH
c/o ModernaTX, Inc.
200 Technology Square
Cambridge, MA 02139
Attn: [REDACTED]
Email: [REDACTED]

2.31 Exhibit D of the Agreement is deleted and replaced with the table annexed hereto as Annex 1, which will be deemed to be an updated Anticipated Delivery Schedule and is inclusive of the anticipated delivery schedule for the Confirmed Volume and the Additional Volume.

2.32 For purposes of the Agreement, the doses delivered in a calendar quarter will be deemed to first be doses included in the Confirmed Volume, and second to be doses included in the Additional Volume.

2.33 Exhibit H of the Agreement is deleted and replaced with the Amended Parent Guarantee Agreement annexed hereto as Annex 2, duly executed by ModernaTX on the Amendment Effective Date.

2.34 Except to the extent modified herein, the terms and conditions of the Agreement will remain in full force and effect.

3. MISCELLANEOUS.

3.1 This First 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 First Amendment. The Parties expressly reject any application of the United Nations Convention on Contracts for the International Sale of Goods to this First Amendment.

3.2 The provisions of Section 13.3(i), Section 13.3(ii) (as amended pursuant to this First Amendment), Section 13.3(iii), Section 13.5, Section 13.6, Section 13.7, Section 13.8, Section 13.12 and Section 13.13 of the 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 First Amendment to be executed by their duly authorized representatives as of the Amendment Effective Date.

SWISS CONFEDERATION, represented by

MODERNA SWITZERLAND GMBH

FEDERAL OFFICE OF PUBLIC HEALTH

BY: _____
NAME: _____
TITLE: _____

BY: _____
NAME: _____
TITLE: _____



BY: _____
NAME: _____
TITLE: _____

THE SWISS ARMED FORCES PHARMACY

BY: _____
NAME: _____
TITLE: _____

BY: _____
NAME: _____
TITLE: _____

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

SWISS CONFEDERATION, represented by MODERNA SWITZERLAND GmbH

FEDERAL OFFICE OF PUBLIC HEALTH

BY: [REDACTED]
NAME: [REDACTED]
TITLE: [REDACTED]

BY: [REDACTED]
NAME: [REDACTED]
TITLE: [REDACTED]

BY: [REDACTED]
NAME: *Nora KRONIG LOFFERO*
TITLE: *VICEDIRECTOR GENERAL*

THE SWISS ARMED FORCES PHARMACY

Thomas Suesli [REDACTED]

BY: [REDACTED]
NAME: [REDACTED]
TITLE: [REDACTED]

Kaiser Thomas [REDACTED]

BY: [REDACTED]
NAME: [REDACTED]
TITLE: [REDACTED]

ANNEX 1

EXHIBIT D

ANTICIPATED DELIVERY SCHEDULE

Anticipated First Delivery Date: March 15, 2021

Period	100-microgram doses of Product
First Quarter 2021	One million three hundred and fifty thousand (1,350,000) of Confirmed Volume
Second Quarter 2021	Three million one hundred and fifty thousand (3,150,000) of Confirmed Volume One million nine hundred thousand (1,900,000) of Additional Volume
Third Quarter 2021	One million one hundred thousand (1,100,000) of Additional Volume

ANNEX 2

EXHIBIT H

FORM OF AMENDED PARENT GUARANTEE AGREEMENT

This **AMENDED AND RESTATED PARENT GUARANTEE AGREEMENT** (this "**Amended Guarantee Agreement**"), entered into as of this 4th day of December, 2020, by and between ModernaTx, Inc., a Delaware corporation with file number 4676789 and address at 200 Technology Square, Cambridge, MA 02139, USA ("**Parent Guarantor**"), in favor of 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 together with Parent Guarantor, the "**Parties**" and each a "**Party**").

WHEREAS, pursuant to the Agreement, dated as of August 5, 2020 (as amended, restated and/or otherwise modified from time to time, including by that certain First Amendment between the Parties dated December 4, 2020, the "**Agreement**"), by and between Moderna Switzerland GmbH, a limited liability company ("*Gesellschaft mit beschränkter Haftung*") organized and existing under the Laws of Switzerland ("**Moderna**"), and Purchaser, Purchaser may become entitled to certain refund payments upon the terms and subject to the conditions set forth therein;

WHEREAS, Parent Guarantor is a parent company to Moderna;

WHEREAS, Parent Guarantor and Moderna are engaged in related businesses, and Parent Guarantor shall derive substantial direct and indirect benefit from entry by Moderna into the Agreement with Purchaser; and

WHEREAS, it is an obligation of Moderna under the Agreement to cause Parent Guarantor to execute and deliver this Amended Guarantee Agreement to Purchaser.

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

SECTION 1. DEFINITIONS

- 1.1. Definitions. Unless specifically set forth to the contrary herein, terms, whether used in the singular or plural, defined in the Agreement will have the respective meanings set forth therein.

SECTION 2. GUARANTEE

- 2.1. Guarantee. Parent Guarantor hereby unconditionally and irrevocably, guarantees, as primary obligor and not merely as surety, to Purchaser and its successors, permitted transferees and permitted assigns, the prompt and complete payment by Moderna when due of the Guaranteed Obligations. For purposes hereof, "**Guaranteed Obligations**" means, without duplication, (a) the refund obligations required to be paid by Moderna to Purchaser pursuant to Sections 5.7, 6.3(ii), 6.3(iii)(1), 6.3(iv), 6.3(v), 6.3(vi), 10.1(iv), 12.3(ii) and 12.3(v) of the Agreement (after taking into account the exercise of any right to set-off any such amount by a Moderna Party under the Agreement) (the "**Refund Obligations**"); and (b) the payment of any damages if awarded (without further right of appeal) to Purchaser for a claim under the Agreement, whether in contract, tort, negligence or otherwise, subject to the limitations set forth in the Agreement (the "**Damages Obligations**"). For the avoidance of doubt, Purchaser will be entitled to enforce this Amended Parent Guarantee Agreement directly against the Parent Guarantor without exhausting remedies

against Moderna for any such damages claims.

- (i) Anything herein or in the Agreement to the contrary notwithstanding, the maximum liability of Parent Guarantor hereunder shall in no event exceed the amount which can be guaranteed by Parent Guarantor under applicable federal and state Laws relating to the insolvency of debtors and in no event shall the amount payable by Moderna and Parent Guarantor in respect of the Guaranteed Obligations exceed (a) (i) sixty two and one-half percent (62.5%) of the Total Payment in relation to the Refund Obligations with respect to Sections 5.7, 6.3(ii), 6.3(iii)(1), 6.3(iv), 6.3(v)(1), 6.3(vi), 6.3(viii)(A), 10.1(iv), 12.3(ii) and 12.3(v) (inclusive of any reductions to the Delayed Balancing Payment as contemplated by Section 5.7 of the Agreement) or (ii) an amount equal to (A) the quantity of 100 microgram doses that comprise sixty two and one half percent (62.5%) of the portion of the then current Additional Volume that has not actually been delivered to Purchaser on or prior to such expiration of the Agreement multiplied by (B) by the Price Per 100-microgram Dose (which includes, for the avoidance of doubt, the related Fill and Finish Cost) in relation to the Refund Obligations with respect to Section 6.3(v)(2) or (b) ten percent (10%) of the Payment Amount in relation to the Damages Obligations.
 - (ii) This Amended Guarantee Agreement shall remain in full force and effect until the Termination Date occurs, notwithstanding that from time to time during the term of the Agreement no Guaranteed Obligations may be outstanding. Upon the Termination Date, this Amended Guarantee Agreement shall automatically terminate without any further action required by any Party. For purposes hereof, "Termination Date" means the earliest of the following: (a) the date on which the Guaranteed Obligations have been paid in full by Moderna or Parent Guarantor; (b) the date on which Moderna no longer has any obligation to make any refund payment under the Agreement pursuant to Section 5.7, 6.3(ii), 6.3(iii)(1), 6.3(iv), 6.3(v), 6.3(vi), 10.1(iv) and 12.3(ii) of the Agreement; (c) the date of termination or expiration of the Agreement with no Guaranteed Obligations that remain due and payable as of such date, except that, in the case in which the term of the Agreement expires as a result of the occurrence of the Cessation Date, then Parent Guarantor's guarantee obligations hereunder shall survive with respect to the Guaranteed Obligations related to Section 12.3(ii) of the Agreement until such Guaranteed Obligations are paid in full by Moderna or Parent Guarantor.
- 2.2. Modification of the Guaranteed Obligations. To the fullest extent permitted by applicable Law, Parent Guarantor shall remain obligated hereunder notwithstanding that any demand for payment of any of the Guaranteed Obligations made by Purchaser may be rescinded by Purchaser and any of the Guaranteed Obligations be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by Purchaser, and the Agreement, and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, in accordance with the terms thereof.
- 2.3. Guarantee Absolute and Unconditional. Parent Guarantor waives to the fullest extent permitted by applicable Law any and all notice of the creation, renewal, extension or accrual of any of the Guaranteed Obligations and notice of or proof of reliance by Purchaser upon this Amended Guarantee Agreement. To the fullest extent permitted by applicable Law, the Guaranteed Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon this Amended Guarantee Agreement and all dealings between Moderna and Parent Guarantor, on the one hand, and Purchaser, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon this Amended Guarantee Agreement. Parent Guarantor understands and agrees, to the fullest extent permitted by applicable Law, that this Amended Guarantee Agreement shall be construed as a continuing, absolute and unconditional guarantee of payment and not of collection without regard to any defense, set-off or counterclaim (other than a defense of payment) which may at any time be available to or be asserted by Moderna, Parent Guarantor or any other Person against Purchaser, except, in each case, any and all defenses available to be raised by

Moderna under the Agreement and the right to set-off expressly provided for in the Agreement). To the fullest extent permitted by applicable Law, when making any demand hereunder or otherwise pursuing its rights and remedies hereunder against Parent Guarantor, Purchaser may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against Moderna or any other Person or against any guarantee for the Guaranteed Obligations or any right of offset with respect thereto, and any failure by Purchaser to make any such demand, to pursue such other rights or remedies or to collect any payments from Moderna or any other Person or to realize upon any such guarantee or to exercise any such right of offset, or any release of Moderna, any other Person or any such guarantee or right of offset, shall, to the extent permitted by applicable Law, not relieve Parent Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of Purchaser against Parent Guarantor.

SECTION 3. REPRESENTATIONS AND WARRANTIES

- 3.1. Representations of Parent Guarantor. Parent Guarantor represents and warrants to Purchaser as of the date hereof that:

(i) Parent Guarantor is a Delaware corporation duly organized, validly existing, and, if applicable, in good standing under the Laws of its jurisdiction of formation;

(ii) it has the full power and right to enter into this Amended Guarantee Agreement and to carry out its obligations under this Amended Guarantee Agreement;

(iii) the execution and delivery of this Amended Guarantee Agreement by Parent Guarantor has been authorized by all requisite company action and this Amended Guarantee Agreement is and will remain a valid and binding obligation of Parent Guarantor, enforceable in accordance with its terms, subject to laws of general application; and

(iv) the execution, delivery and performance of this Amended Guarantee Agreement, and compliance with the provisions of this Amended Guarantee Agreement, by Parent Guarantor does not and will not: (a) violate in any material respect any provision of applicable Laws or any ruling, writ, injunction, order, permit, judgment or decree of any Governmental Authority, (b) constitute a material breach of, or default under (or an event which, with notice or lapse of time or both, would become a default under) or materially conflict with, or give rise to any right of termination, cancellation or acceleration of, any agreement, arrangement or instrument, whether written or oral, by which Parent Guarantor or any of its assets are bound, or (c) violate or conflict with any of the provisions of Parent Guarantor's organizational documents (including any articles or memoranda of organization or association, charter, bylaws or similar documents).

SECTION 4. MISCELLANEOUS

- 4.1. Assignment. Except as expressly provided in this Amended Guarantee Agreement, this Amended Guarantee Agreement may not be assigned or otherwise transferred, nor may any right or obligation hereunder be delegated, assigned or transferred, by either Party without the written consent of the other Party. Notwithstanding the foregoing, Parent Guarantor may, without Purchaser's written consent, assign this Amended Guarantee Agreement and its rights and obligations hereunder in whole to any Party that acquires, by or otherwise in connection with, merger, sale of assets, reorganization, consolidation or otherwise, all or substantially all of the business of Parent Guarantor to which the subject matter of this Amended Guarantee Agreement relates. Any purported assignment in violation of this Section 4.1 will be null, void, and of no legal effect.

- 4.2. Governing Law. This Amended Guarantee Agreement 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.
- 4.3. Dispute Resolutions. The following will apply to disputes of any nature arising under, relating to, or in connection with this Amended Guarantee Agreement ("**Disputes**").
- (i) Jurisdiction. In the event a Dispute between the Parties, each Party (a) hereby irrevocably submits to the exclusive jurisdiction of the courts located in Bern, Switzerland for the purpose of any and all unresolved Disputes, (b) hereby waives to the extent not prohibited by Law, and agrees not to assert, by way of motion, as a defense or otherwise, in any such action, suit or proceeding, any claim of sovereign immunity and/or that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such action, suit or proceeding brought in one of the above-named courts in such jurisdiction should be dismissed on grounds of forum non conveniens, should be transferred to any court other than one of the above-named courts, or should be stayed by reason of the pendency of some other action, suit or proceeding in any other court other than one of the above-named courts, or that this Agreement or the subject matter hereof may not be enforced in or by such courts, and (c) hereby agrees not to commence any such action, suit or proceeding other than before one of the above-named courts nor to make any motion or take any other action, suit or proceeding seeking or intending to cause the transfer or removal of any such action, suit or proceeding to any court other than one of the above-named courts whether on the grounds of inconvenient forum or otherwise. Notwithstanding the foregoing, application may be made to any court of competent jurisdiction with respect to the enforcement of any judgment or award.
- (ii) Injunctive Relief. Notwithstanding the Dispute resolution procedures set forth in this Section 4.3, in the event of an actual or threatened breach of this Agreement, the aggrieved Party may seek provisional equitable relief (including restraining orders, specific performance or other injunctive relief), without first submitting to any Dispute resolution procedures hereunder.
- (iii) Tolling. The Parties agree that all applicable statutes of limitation and time-based defenses, as well as all time periods in which a Party must exercise rights or perform obligation hereunder, will be tolled once the dispute resolution procedures set forth in this Section 4.3 have been initiated and for so long as they are pending, and the Parties will cooperate in taking all actions reasonably necessary to achieve such a result.
- 4.4. Entire Agreement; Amendments. This Amended Guarantee Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, amends and restates the Guarantee Agreement between Parent Guarantor and Purchaser, dated August 5, 2020, and supersedes all previous arrangements with respect to the subject matter hereof, whether written or oral. This Amended Guarantee Agreement may be amended, or any term hereof modified, only by a written instrument duly executed by authorized representatives of both Parties.
- 4.5. Severability. Any provision of this Amended Guarantee Agreement held to be invalid, illegal or unenforceable will be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof, and the remaining provisions will be construed and enforced in all respects as if such invalid or unenforceable provision or provisions had been omitted and substituted with a provision that is valid, legal and enforceable and most closely effectuates the original intent of this Amended Guarantee Agreement. The invalidity of a particular provision in a particular jurisdiction will not invalidate such provision in any other jurisdiction.

- 4.6. Headings. The captions to the Sections hereof are not a part of this Amended Guarantee Agreement, but are merely for convenience to assist in locating and reading the several Sections hereof.
- 4.7. Waiver of Rule of Construction. Each Party has had the opportunity to consult with counsel in connection with the review, drafting and negotiation of this Amended Guarantee Agreement. Accordingly, the rule of construction that any ambiguity in this Amended Guarantee Agreement will be construed against the drafting Party will not apply.
- 4.8. Interpretation. Except where the context expressly requires otherwise: (a) the use of any gender herein will be deemed to encompass references to either or both genders, and the use of the singular will be deemed to include the plural (and vice versa); (b) the words "include", "includes" and "including" will be deemed to be followed by the phrase "without limitation" and will not be interpreted to limit the provision to which it relates; (c) the word "shall" will be construed to have the same meaning and effect as the word "will"; (d) any definition of or reference to any agreement, instrument or other document herein will be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein); (e) any reference herein to any Person will be construed to include the Person's successors and permitted assigns; (f) the words "herein," "hereof," and "hereunder," and words of similar import, will be construed to refer to this Amended Guarantee Agreement in each of their entirety, as the context requires, and not to any particular provision hereof; (g) all references herein to Sections will be construed to refer to sections of this Amended Guarantee Agreement; (h) the word "notice" means notice in writing (whether or not specifically stated); (i) provisions that require that a Party or the Parties "agree," "consent," or "approve" or the like will require that such agreement, consent or approval be specific and in writing, whether by written agreement, letter, approved minutes or otherwise (but instant messaging); (j) references to any specific law, rule or regulation, or article, section or other division thereof, will be deemed to include the then current amendments thereto or any replacement or successor law, rule or regulation thereof; (k) the term "or" will be interpreted in the inclusive sense commonly associated with the term "and/or"; (l) unless otherwise specified, "day" means a calendar day; and (m) the interpretation of this Amended Guarantee Agreement, any notice, consent or the like delivered hereunder, and any action, dispute or proceeding, will be provided or conducted in English.
- 4.9. No Implied Waivers; Rights Cumulative. Except as expressly provided in this Amended Guarantee Agreement, no failure on the part of a Party to exercise, and no delay in exercising, any right, power, remedy or privilege under this Amended Guarantee Agreement, or provided by statute or at Law or in equity or otherwise, will impair, prejudice or constitute a waiver of any such right, power, remedy or privilege or be construed as a waiver of any breach of this Amended Guarantee Agreement or as an acquiescence therein, nor will any single or partial exercise of any such right, power, remedy or privilege preclude any other or further exercise thereof or the exercise of any other right, power, remedy or privilege.
- 4.10. Notices. All notices or other communications to or upon Parent Guarantor or Purchaser hereunder shall be effected in the manner provided for in Section 13.10 of the Agreement; provided, that, for purposes of this Amended Guarantee Agreement, the address for Parent Guarantor shall be deemed to be the same as the address of Moderna as set forth in Section 13.10 of the Agreement.
- 4.11. Counterparts. This Amended Guarantee Agreement may be executed in two or more counterparts, including electronically or by facsimile or PDF signature pages, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

- 4.12. Binding Effect; No Third Party Beneficiaries. As of the date hereof, this Amended Guarantee Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns. Except as expressly set forth in this Amended Guarantee Agreement, no Person other than the Parties and their respective Affiliates, and permitted assignees hereunder will be deemed an intended beneficiary hereunder or have any right to enforce any obligation of this Amended Guarantee Agreement.

[Signature Pages Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amended Parent Guarantee Agreement to be executed by their duly authorized representatives as of the date first written above.

SWISS CONFEDERATION, represented by MODERNATX, INC.

FEDERAL OFFICE OF PUBLIC HEALTH

BY: _____
NAME: _____
TITLE: _____

BY: _____
NAME: _____
TITLE: _____

BY: _____
NAME: _____
TITLE: _____

THE SWISS ARMED FORCES PHARMACY

BY: _____
NAME: _____
TITLE: _____

BY: _____
NAME: _____
TITLE: _____