תוכן עניינים

נספח 1

מסמך עקרונות

עמ' 3

BINDING TERM SHEET

Pfizer ("**Pfizer**" or "**Supplier**") and BioNTech are currently in clinical development of BNT162, an mRNA vaccine directed against SARS-COV2 to prevent COVID-19 infection in humans with four different vaccine candidates being tested (the "**Vaccine**").

The Vaccine is being evaluated as a potential two dose regimen[redacted]. Subject to clinical success, Pfizer and BioNTech anticipate potential approval from the US Food & Drug Administration ("**FDA**") and/or European Commission ("**EC**") initially under emergency use authorization or other form of regulatory approvals (individually referred to as "**Conditional Approval**") and to ship and supply the Vaccine under Special Procedure 29 (or under other legal procedure) as early as Q4 2020 ("**29 Approval to Supply**"). Pfizer will use commercially reasonable efforts (as defined in the Definitive Agreement) to file an application to obtain the 29 Approval to Supply in Israel within[redacted] of receipt of Conditional Approval.

The Israeli Ministry of Health ("**MOH**") wishes to explore arrangements to secure Vaccine supply for Israel during the pandemic period.

MOH acknowledges and agrees that Supplier's efforts to develop and manufacture the Vaccine are aspirational in nature and subject to significant risks and uncertainties. Notwithstanding the efforts and any estimated dates set forth in this Binding Term Sheet, the Parties recognize that the Vaccine is currently in Phase 2/3 clinical trials and that, despite the efforts of the Supplier in research, and development and manufacturing, the Vaccine may not be successful due to technical, clinical, regulatory, manufacturing or other challenges or failures.

Accordingly, Supplier shall have no liability for any failure by Supplier to develop or obtain regulatory approval or authorization of the Vaccine in accordance with the estimated dates described in this Binding Term Sheet. Even if the Vaccine is successfully developed and obtains regulatory approval or authorization, Supplier shall have no liability for any failure to deliver doses in accordance with any estimated delivery dates set forth herein (other than as set out in the Advance Payment section of this Binding Term Sheet), nor shall any such failure give MOH any right to cancel orders for any quantities of Vaccine (other than as set out in the Orders & Delivery section of this Binding Term Sheet).

MOH further acknowledges that the Vaccine and related materials are being rapidly developed due to the emergency circumstances of the COVID-19 pandemic, and will continue to be studied after provision of the Vaccine to Israel under the Agreement. MOH also acknowledges that the long-term effects and efficacy of the Vaccine are not currently known and that there may be adverse effects of the Vaccine that are not currently known.

This Binding Term Sheet records the terms between Pfizer and MOH in respect of the supply of the Vaccine but the parties acknowledge that these terms are proposed as the basis for concluding a definitive agreement (the "**Definitive Agreement**"). The provisions of this Binding Term Sheet include all of the essential terms but do not describe all the terms and conditions that would be included in the Definitive Agreement. The legal effect of this document is set out below.

PARTIES		
Parties	(1) (2)	Pfizer Inc. MOH, on behalf of the State of Israel

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PANDEMIC SUPPLY	
Order & Delivery	Under and subject to terms to be agreed in the Definitive Agreement, MOH will place a binding order (the "**Order**") for [redacted] doses of the Vaccine. Subject to points (i) to (v) below, it is estimated that the Order will be shipped as follows (the "**Interim Delivery Schedule**") provided that 29 Approval to Supply is received by [redacted] • [redacted] doses estimated to be shipped in [redacted] ("Batch 1"); and • [redacted] doses estimated to be shipped in [redacted] ("Batch 2"); and • [redacted] doses estimated to be shipped in [redacted] ("Batch 3"); and • [redacted] Million doses estimated to be shipped in [redacted] ("Batch 4"); and • [redacted] doses estimated to be shipped in [redacted] ("Batch 5"). (i) No doses will be shipped prior to the Supplier receiving a Conditional Approval and 29 Approval to Supply. (ii) If 29 Approval to Supply is received after [redacted] but before [redacted] then the Interim Delivery Schedule will shift accordingly and be adjusted to reflect the delay between [redacted] and the date of 29 Approval to Supply ("**Adjusted Delivery Schedule**"). (iii) If 29 Approval to Supply is not received by [redacted], either Party may terminate the Definitive Agreement by written notice to the other. (iv) If 29 Approval to Supply is received prior to [redacted] and Supplier is able to manufacture and deliver a certain number of contracted doses, but there is insufficient supply to deliver the full amount of contracted doses on the Interim Delivery Schedule or the Adjusted Delivery Schedule, then the Supplier will abide by allocation guidelines based on fair and equitable principles under the then existing circumstances, taking into account, among other things, the contracted volumes and the estimated or adjusted delivery dates across all commitments of Supplier and BioNTech. (v) If 29 Approval to Supply is received by [redacted] but by [redacted] Supplier is unable to manufacture or deliver any contracted doses for technical or other reasons, either Party may terminate the Definitive Agreement by written notice to the other. (vi) If Pfizer is unable to supply all of the Order of the Vaccine by [redacted] then either Party may terminate the Definitive Agreement by written notice to the other. Under no circumstances will the Supplier be subject to or liable for any late delivery penalties.
Supply	Based on current knowledge and subject to Conditional Approval, the Vaccine is expected to be a two-dose regimen in a concentration liquid formulation [redacted]

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	[redacted]
Recall	MOH shall be responsible for all costs of any recall or market withdrawal of the Vaccine in Israel, including reasonable costs incurred by or on behalf of Supplier and their Affiliates, [redacted]
PRICING	
Vaccine Pricing	Pricing will be: • [redacted] • [redacted] In total, the [redacted] ordered will have an aggregate consideration of [redacted]. All quoted prices exclude tax. Any VAT or other local taxes as may be applicable will be added to net price and solely borne by the MOH.
Advance payment	MOH agrees to pay an upfront payment of [redacted] to Supplier within [redacted] of signature of the Definitive Agreement (the "**Advance Payment**"). The Advance Payment shall be treated as a prepayment towards the Delivery Price as defined below. The Parties agree that [redacted] of the Advance Payment will be refunded if the Supplier does not obtain 29 Approval to Supply to market the Vaccine in Israel by [redacted], provided that where 29 Approval to Supply is not obtained by such date as the result of an event attributable to MOH, MOH shall not receive such refund. Also, if 29 Approval to Supply is received on or before [redacted] but there is insufficient supply to deliver the full amount of contracted doses by 31 [redacted] then [redacted] of the [redacted] per dose Advance Payment will be returned ratably for the amount of doses not shipped during such schedule except for cases where such event is attributable to MOH.
Further payment terms	After the Advance Payment is made, the remainder of the contracted price per dose (the "**Delivery Price**") is to be paid promptly to Supplier upon delivery of contracted doses. The Delivery Price is equal to the price per dose set out above minus the Advance Payment per dose, multiplied by the number of doses supplied in the relevant timeframe. If Supplier is unable to manufacture and deliver any contracted doses, the Delivery Price would not be payable or due

	to Supplier for the undelivered doses (and for clarity, the Supplier would retain possession of and have no obligation to deliver the doses).
OTHER PROVISIONS	
Liability protection	The Definitive Agreement will include the Indemnification Provision in Appendix A hereto.
Intellectual Property	Supplier and BioNTech will be the sole owners of all intellectual property they generate during the development, manufacture and supply of the Vaccine or otherwise related to the Vaccine.
Donation	To the extent the doses supplied constitute an excess of supply over the requirements of MOH, the MOH may determine that some or all of the Vaccine doses are to be donated to another country or organisation (including an NGO). The right to donate excess doses under the preceding sentence shall be subject to Supplier's prior written consent and contingent on receipt of (i) written indemnification of Supplier and BioNTech (whether by the MOH or the country or public institution receiving the doses) on terms satisfactory to Supplier in their sole discretion, and (ii) written confirmation that MOH and the receiving third countries or public institutions shall comply with applicable storage, transport and product acceptance requirements to the satisfaction of Supplier in their sole discretion. For clarity, in such instance, there shall be no refund of the Advance Payment.
Other Terms	The Definitive Agreement shall contain other terms typically found in supply and funding agreements to be agreed by the Parties, including, without limitation: warranties, representations, further assurance and "boiler-plate" provisions, including force majeure. The Supplier will warrant that the Vaccine will only be released in compliance with the specification of the 29 Approval to Supply and in accordance with Good Manufacturing Practices in effect at the time of manufacture. Supplier (or one of its affiliates) shall be the importer of the Vaccine in front of the relevant customs authorities in Israel.
Information	The Supplier shall keep MOH apprised of the progress of the development of the Vaccine and shall provide MOH with such information regarding that development as MOH reasonably requests.
Legal Costs	Each Party will bear its own legal costs in preparing and concluding the Definitive Agreement.

EFFECT OF BINDING TERM SHEET	
Legal Effect of Binding Term Sheet	The Parties identified at the end of this document expressly agree that all of the terms of this Binding Term Sheet are intended to be and are legally binding on the Parties. If one or more terms or provisions contained in this Binding Term Sheet are, for any reason, held to be invalid, void or unenforceable in any respect, the offending term or provision shall be deleted or revised to the extent necessary to be enforceable, and, if possible, replaced by a term or provision which, so far as practicable, achieves the legitimate aims of the parties. The offending term or provision shall not affect or limit the validity or enforceability of any other term or provision in this Binding Term Sheet
Confidentiality	"**Confidential Information**" means all confidential or proprietary information, other than Exempt Information, in any form, directly or indirectly disclosed to a receiving Party ("**Recipient**") or its representatives by or on behalf of the disclosing Party ("**Disclosing Party**") pursuant to this Binding Term Sheet, regardless of the manner in which such information is disclosed, delivered, furnished, learned, or observed, either marked "Confidential" or, if oral, declared to be confidential when disclosed and confirmed in writing within thirty (30) days of disclosure. Confidential Information includes, without limitation, the terms and conditions of this Binding Term Sheet. Failure to mark Confidential Information disclosed in writing hereunder as "Confidential" shall not cause the information to be considered non-confidential, with the burden on the Disclosing Party to prove such information clearly should have been known by a reasonable person with expertise on the subject matter, based on the nature of the information and the circumstances of its disclosure, to be Confidential Information, provided that the Disclosing Party has otherwise made good faith efforts to clearly mark Confidential Information as such. "**Exempt Information**" means information that: (a) the Recipient or any of its representatives lawfully possessed, as demonstrated by competent proof, before the Disclosing Party disclosed such information under this Binding Term Sheet; or (b) was already generally available and in the public domain at the time of disclosure, or becomes public (other than as a result of breach of this Agreement by the Recipient or its representatives); (c) the Recipient or any of its representatives lawfully obtains from a person not in breach of any confidentiality obligation (or other prohibition from disclosing the information) to the Disclosing Party with respect to such information (and Recipient has made reasonable enquiry with respect thereto); or (d) the Recipient evidences to the reasonable satisfaction of the Disclosing Party is independently developed by or on behalf of the Recipient or its representatives without the use of, reference to, aid from, or reliance on, the Confidential Information. In clarification of the foregoing, a general disclosure in the public domain will not cause more specific (but related) information to be deemed Exempt Information under one of the above exceptions; similarly, a combination of several pieces of information, which individually would be deemed Exempt Information, will not be deemed Exempt Information unless the combination itself is in the public domain, independently developed by the Recipient or its representatives or otherwise lawfully in the possession of the Recipient or any of its representatives.

	Each Recipient shall, and shall cause its representatives which have access to the Disclosing Party's Confidential Information to, maintain in strict confidence, and shall not disclose to any third party, all Confidential Information observed by or disclosed to it by or on behalf of the Disclosing Party pursuant to this Binding Term Sheet. Recipient shall be responsible for all actions of its representatives, including any breach of the terms hereof, regardless of whether or not such Representatives remain employed or in contractual privity with the Recipient. Each Recipient shall not use or disclose such Confidential Information except as permitted by this Agreement. Each Recipient shall safeguard the confidential and proprietary nature of the Disclosing Party's Confidential Information with at least the same degree of care as it holds its own confidential or proprietary information of like kind, which shall be no less than a reasonable degree of care. The Recipient and its representatives may use, copy, and make extracts of the Disclosing Party's Confidential Information only in connection with fulfilling its obligations under this Agreement and, without limiting the foregoing, shall not use the Confidential Information for the benefit of the Recipient or any of its Representatives, or for the benefit of any other person. In the event that Recipient becomes aware of any breach of the obligations contained in this Section (Confidential Information) by it or its representatives, Recipient shall promptly notify the Disclosing Party in writing of such breach and all facts known to Recipient regarding same. In addition, if Recipient is required to disclose the Disclosing Party's Confidential Information in connection with any court order, statute or Government directive or requirement under any Law, Recipient shall give the Disclosing Party notice of such request, as soon as practicable, before such Confidential Information is disclosed so that the Disclosing Party may seek an appropriate protective order or other remedy, or waive compliance with the relevant provisions of this Binding Term Sheet. If the Disclosing Party seeks a protective order or other remedy, Recipient shall promptly cooperate with and reasonably assist the Disclosing Party (at the Disclosing Party's cost) in such efforts. If the Disclosing Party fails to obtain a protective order or waives compliance with the relevant provisions of this Agreement, Recipient shall disclose only that portion of Confidential Information which its legal counsel determines it is required to disclose. Neither this Binding Term Sheet nor the performance by either Party hereunder shall transfer to the Recipient any proprietary right, title, interest or claim in or to any of the Disclosing Party's Confidential Information (including, but not limited to, any intellectual property rights subsisting therein) or be construed as granting a license in its Confidential Information. Notwithstanding the foregoing, in all cases: (a) MoH may not disclose any of the financial or indemnification provisions contained in this Binding Term Sheet, including the price per dose of Vaccine or refundability of the Advance Payment or any information that could reasonably ascertain the price per dose of Vaccine, without the prior written consent of Pfizer, provided, however, that MOH may share Confidential Information with other ministries in Israel that are subject to obligations of confidentiality at least as protective as the terms set out in this Binding Term Sheet provided that MOH remains fully liable for the acts or omissions or any breach by such ministries of such confidentiality requirements; and (b) Pfizer may disclose (i) Confidential Information to its affiliates and BioNTech without prior written consent of MoH, and (ii) upon foreign government request, financial information relating to this Binding Term

Confidential – Binding Term Sheet

	Sheet, including cost per dose; provided that the disclosure of any financial terms shall be subject to Pfizer entering into a confidentiality agreement with such foreign government or if disclosure is required by law, and if confidential treatment is available, Pfizer will use commercially reasonable efforts to request such treatment. The Definitive Agreement shall include additional provisions relating to return of Confidential Information. All obligations of confidentiality set forth herein shall survive for a period of [redacted] after expiration or termination of this Binding Term Sheet, other than Confidential Information that constitutes a trade secret, which shall continue to be bound by the terms of confidentiality set forth herein for so long as such information continues to constitute a trade secret. The obligations of confidentiality shall survive termination of this Binding Term Sheet.
Negotiation	The Parties shall use commercially reasonable efforts, acting in good faith, to execute a Definitive Agreement within [redacted] of execution of this Binding Term Sheet, which shall be subject to mutual extensions by the Parties. Upon its execution by both Parties, the Definitive Agreement will supersede and replace this Binding Term Sheet with immediate effect. If the Definitive Agreement is not entered into on or before [redacted] from the date of execution of this Binding Term Sheet or such later date as the Parties may agree, the Parties may mutually agree to terminate this Binding Term Sheet. Where the Binding Term Sheet is terminated, neither Party has any right to claims for losses arising directly or indirectly from the termination.
Governing Law and Dispute Resolution	This Binding Term Sheet is, and the Definitive Agreement shall be, governed by New York law. [redacted]
Counterparts	This Binding Term Sheet may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Binding Term Sheet may be executed 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.

Confidential – Binding Term Sheet

SIGNED for and on behalf of
Pfizer Inc

Name: [redacted]

Position: [redacted]

Signature: DocuSigned by: [redacted] 7D12345DDE67456...

Date: November 13, 2020

SIGNED for and on behalf of
The Israeli Ministry of Health

Name:

Position:

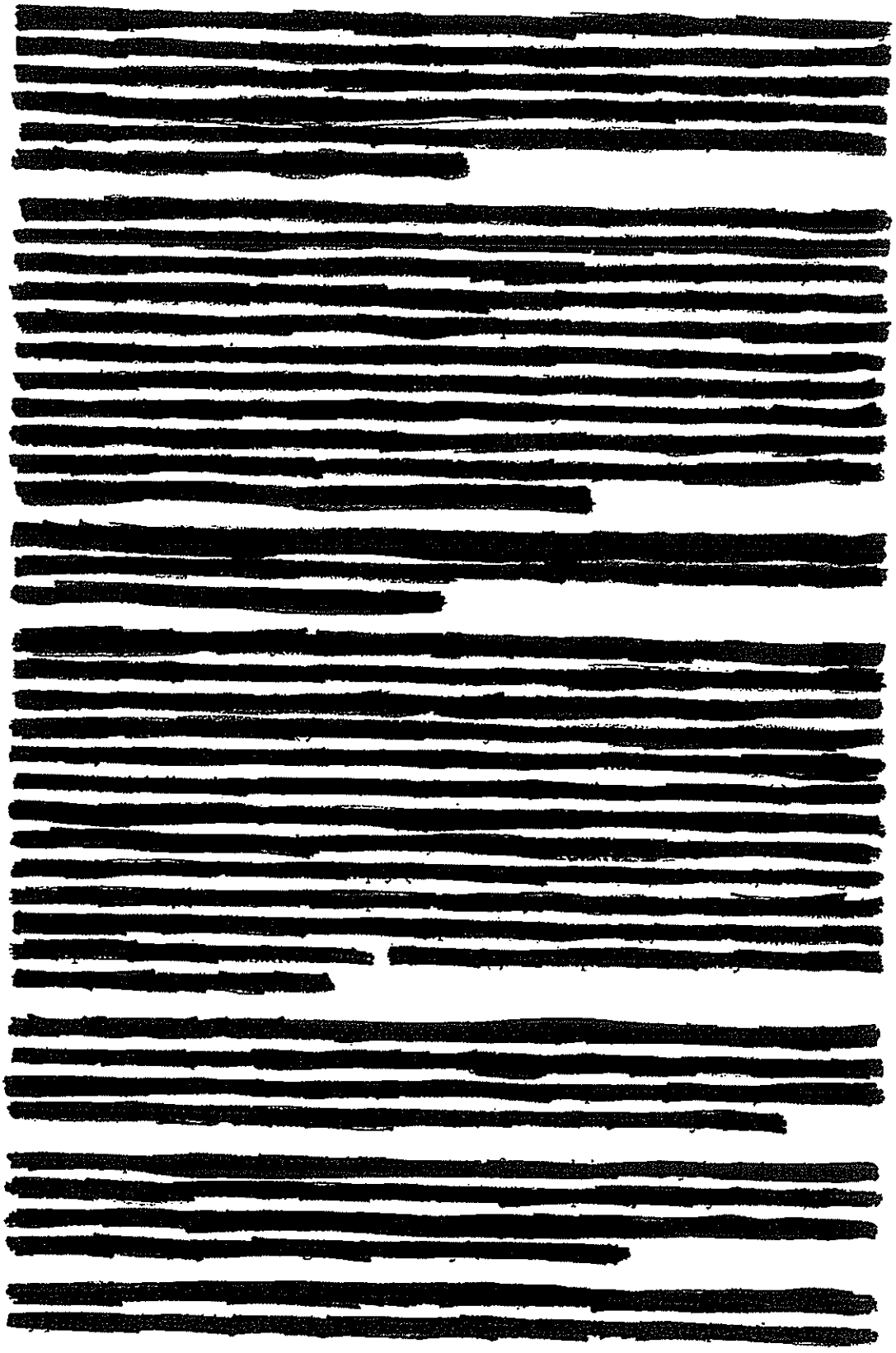
Signature:

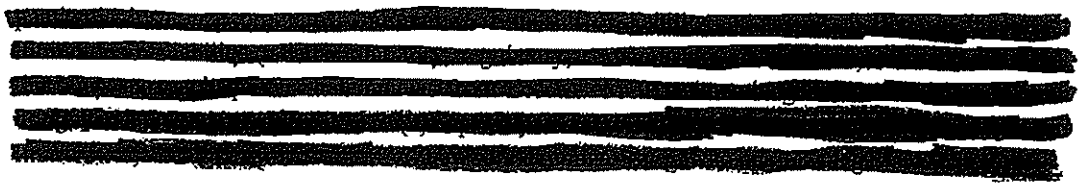
Date:

Appendix A

Liability & Indemnity Provision for the Definitive Agreement

[redacted]





נספח 2

הסכם רכש

עמ' 15

2

Execution Version

MANUFACTURING AND SUPPLY AGREEMENT

BETWEEN

Pfizer Pharmaceuticals Israel Ltd.

AND

Israeli Ministry of Health

DATED AS OF

December 1, 2020

1. Contents

[redacted]

[redacted]

CONFIDENTIAL

MANUFACTURING AND SUPPLY AGREEMENT

THIS MANUFACTURING AND SUPPLY AGREEMENT dated as of December 1, 2020 (the "**Effective Date**") is made by and between Pfizer Pharmaceuticals Israel Ltd. (hereinafter "**Pfizer**") and Israeli Ministry of Health, acting on its own behalf and on behalf of the State of Israel (hereinafter "**Purchaser**"). Purchaser and Pfizer may be referred to herein individually as a "**Party**" or collectively as the "**Parties**".

WHEREAS, Pfizer Inc. ("**Pfizer US**") and BioNTech SE, a company organized and existing under the laws of Germany ("**BioNTech**"), are collaborating to develop a vaccine to address the global COVID-19 pandemic;

WHEREAS, subject to clinical success, Pfizer US and BioNTech shall be responsible for all requirements of the processes of approval of the clinical trials and the marketing authorization of the Product;

WHEREAS, Purchaser desires to purchase the Product for use in Israel, and subject to clinical success and regulatory approval, Pfizer desires to manufacture and supply such Product to Purchaser;

WHEREAS, Purchaser and Pfizer desire to cooperate under this Agreement to demonstrate Purchaser's ability to successfully re-open and restart Purchaser's economy in light of the global COVID-19 pandemic, and Purchaser is well-suited in connection with this cooperation and supply, distribution and administration of Product to Purchaser's Territory because of Purchaser's geographical location and border system, advanced technological and medical infrastructure, scientific acumen, long-term medical databases related to Purchaser's population and extensive experience managing crises; and

WHEREAS, the Parties are willing to carry out the foregoing pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of these premises and the covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged and agreed, and intending to be legally bound thereby, the Parties hereby agree as follows:

1. **DEFINITIONS**.

As used in this Agreement, the following terms shall have the meanings set forth below.

1.1 "**Adjusted Delivery Schedule**" shall have the meaning set forth in Section 2.4(d).

1.2 "**Advance Payment**" shall have the meaning set forth in Section 3.2(a).

1.3 "**Affiliate(s)**" means, with respect to each Party or, if applicable, BioNTech, any corporation, firm, partnership or other entity or Person which directly or indirectly controls or is controlled by or is under common control with the named Party, including but not

limited to Pfizer US, or, if applicable, BioNTech. For purposes of this definition, "control" (including, with correlative meaning, the terms "controlled by" and "under common control with") shall be presumed to exist if one of the following conditions is met: (a) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) of the stock or shares having the right to vote for the election of directors of such corporate entity or any direct or indirect parent of such corporate entity, and (b) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities.

1.4 "**Agreement**" means this Manufacturing and Supply Agreement and all Attachments hereto as the same may be amended, amended and restated, supplemented or otherwise replaced from time to time.

1.5 "**Allocation**" shall have the meaning set forth in Section 2.5(a).

1.6 "**Authorization**" means the Conditional Approval or Marketing Authorization.

1.7 "**BioNTech**" shall have the meaning set forth in the recitals.

1.8 "**Binding Term Sheet**" means the binding term sheet entered into by and between the Parties on 13 November 2020.

1.9 "**Business Day**" means any day other than Saturday, Sunday, a public holiday or a holiday eve in New York, New York or Tel Aviv, Israel.

[redacted] "**Commercially Reasonable Efforts**" [redacted]

1.11 "**Conditional Approval**" means a conditional marketing authorization or emergency use authorization for the Product granted by the: (a) by (i) United States Food and Drug Administration (the federal agency of the United States Department of Health and Human Services) ("**US FDA**") or (ii) European Commission or (b) via appropriate regulatory

[redacted]

mechanism that allows the Product to be placed on the market in Israel under Special Procedure 29 (or other legal procedure).

1.12 "**Confidential Information**" means all confidential or proprietary information, other than Exempt Information, in any form, directly or indirectly disclosed to Recipient or its Representatives by or on behalf of the Disclosing Party pursuant to the Binding Term Sheet (prior to the Effective Date) or this Agreement, regardless of the manner in which such information is disclosed, delivered, furnished, learned, or observed, either marked "Confidential" or, if oral, declared to be confidential when disclosed and confirmed in writing within thirty (30) days of disclosure. Confidential Information includes, without limitation, the terms and conditions of this Agreement. Failure to mark Confidential Information disclosed in writing hereunder as "Confidential" shall not cause the information to be considered non-confidential, with the burden on the Disclosing Party to prove such information clearly should have been known by a reasonable person with expertise on the subject matter, based on the nature of the information and the circumstances of its disclosure, to be Confidential Information, provided that the Disclosing Party has otherwise made good faith efforts to clearly mark Confidential Information as such.

1.13 "**Contracted Doses**" shall have the meaning set forth in Section 2.3(a).

1.14 "**Current Good Manufacturing Practices**" or "**cGMP**" means applicable Good Manufacturing Practices as specified in the United States Code of Federal Regulations and/or the EU Good Manufacturing Guidelines, and any successor legislation from time to time, prevailing at the time of the manufacture of the Product.

1.15 "**Delivery Price**" shall have the meaning set forth in Section 3.2(b).

1.16 "**Delivery Specifications**" shall have the meaning set forth in Section 2.4(d).

1.17 "**Disclosing Party**" means the Party or any of its Affiliates that discloses, or causes to be disclosed, Confidential Information to the other Party or any of its Affiliates.

1.18 "**Effective Date**" shall have the meaning set forth in the preamble.

1.19 "**Exempt Information**" means information that: (a) the Recipient or any of its Representatives lawfully possessed, as demonstrated by competent proof, before the Disclosing Party disclosed such information under this Agreement; or (b) was already generally available and in the public domain at the time of disclosure, or becomes public (other than as a result of breach of this Agreement by the Recipient or its Representatives); (c) the Recipient or any of its Representatives lawfully obtains from a Person not in breach of any confidentiality obligation (or other prohibition from disclosing the information) to the Disclosing Party with respect to such information (and Recipient has made reasonable enquiry with respect thereto); or (d) the Recipient evidences to the reasonable satisfaction of the Disclosing Party is independently developed by or on behalf of the Recipient or its Representatives without the use of, reference to, aid from, or reliance on, the Confidential

[redacted]

Information. In clarification of the foregoing, a general disclosure in the public domain will not cause more specific (but related) information to be deemed Exempt Information under one of the above exceptions; similarly, a combination of several pieces of information, which individually would be deemed Exempt Information, will not be deemed Exempt Information unless the combination itself is in the public domain, independently developed by the Recipient or its Representatives or otherwise lawfully in the possession of the Recipient or any of its Representatives.

1.20 "**Facilities**" means [redacted] manufacturing sites [redacted]

1.21 "**Force Majeure Event**" shall have the meaning set forth in Section 12.8.

1.22 "**Forms**" shall have the meaning set forth in Section 12.12.

1.23 "**Government**" means all levels and subdivisions of government (i.e., local, regional, national, provincial, federal, administrative, legislative, or executive) of Israel.

1.24 "**ICC**" shall have the meaning set forth in Section 12.2.

1.25 "**Indemnified Claims**" shall have the meaning set forth in Section 8.2.

1.26 "**Indemnitee**" shall have the meaning set forth in Section 8.1.

1.27 "**Intellectual Property**" means (a) any processes, trade secrets, inventions, industrial models, designs, methodologies, drawings, discoveries, result, materials, formulae, procedures, techniques, clinical data or technical or other information or data, manufacturing, engineering and technical drawings, including proprietary rights in any of the foregoing, and (b) registered trademarks, trade mark applications, unregistered marks, trade dress, copyrights, know-how, patents, patent applications, and any and all provisionals, divisions, continuations, continuations in part, extensions, substitutions, renewals, registrations, revalidations, reissues or additions, including certificates of supplementary protection, of or to any of the aforesaid patents and patent applications, and all foreign counterparts of any, or to any, of the aforesaid patents and patent applications.

1.28 "**Interim Delivery Schedule**" shall have the meaning set forth in Section 2.4(d).

1.29 "**Labelling and Packaging Specifications**" shall have the meaning set forth in Section 2.4(e).

1.30 "**Latent Defect**" means a defect causing the Product to not conform to the applicable Specifications that Purchaser can show was present at the time of Pfizer's delivery of the

[redacted]

Product to Purchaser and which could not have been detected by Purchaser, its designee, or their Personnel at delivery through diligent inspection.

1.31 "**Law/s**" means, collectively, all applicable national and local laws, common laws, statutes, ordinances, codes, rules, regulations, orders, decrees or other pronouncements of any Government, administrative or judicial authority having the effect of law.

1.32 "**Losses**" shall have the meaning set forth in Section 8.1.

1.33 "**Marketing Authorization**" means the marketing authorization, or such other permission having similar effect, in respect of the Product granted by both: (a) (i) the FDA, or (ii) European Commission, or (b) in Israel pursuant to the Special Procedure 29 (or other legal procedure) , as amended or varied from time to time, that allows the Product to be placed on the market in Israel according to applicable Law.

1.34 "**Non-Complying Product**" shall have the meaning set forth in Section 4.4(a).

1.35 "**Party**" or "**Parties**" shall have the meaning set forth in the preamble.

1.36 "**Person**" means any natural person, entity, corporation, general partnership, limited partnership, limited liability partnership, joint venture or similar entity or organization, joint stock company, proprietorship, other business organization, trust, union, association or Government.

1.37 "**Personnel**" means all Affiliates, subcontractors, or other third parties, and employees and agents of each of them, used by either Party in the performance of services or obligations or in connection with this Agreement.

1.38 "**Pfizer**" shall have the meaning set forth in the preamble.

1.39 "**Pfizer US**" shall have the meaning set forth in the preamble.

1.40 "**Price**" shall have the meaning set forth in Section 3.1.

1.41 [redacted]

1.42 "**Product**" means all vaccines manufactured, in whole or in part, or supplied, directly or indirectly, by or on behalf of Pfizer or BioNTech or any of their Affiliates pursuant to this Agreement that are intended for the prevention of the human disease COVID-19 or any other human disease, in each case which is caused by any of the virus SARS-CoV-2, and/or any or all related strains, mutations, modifications or derivatives of the foregoing.

[redacted]

1.43 "**Product Materials**" means all packaging materials and components needed for delivery of the Product.

1.44 "**Purchase Order**" means a written or electronic order form submitted by Purchaser to Pfizer in accordance with the terms of this Agreement authorizing the manufacture and supply of the Product, in accordance with Attachment G.

1.45 "**Purchaser**" shall have the meaning set forth in the preamble.

1.46 "**Recipient**" means the Party who receives Confidential Information from the other Party.

1.47 "**Records**" means books, documents, and other data, of all matters relating to performance of obligations under this Agreement.

1.48 "**Representatives**" means, with respect to Recipient, its Affiliates and its and their respective directors, officers, and employees, agents, contractors, consultants, advisors and representatives who (a) are subject to an obligation of confidentiality protecting the Confidential Information on terms no less restrictive than those contained in this Agreement; and (b) have a need to know the Confidential Information in connection with this Agreement.

1.49 "**Specifications**" means the material specifications for the manufacture, processing, packaging, labeling, testing and testing procedures, shipping, storage and supply of the Product as will be set out in Attachment A following the Effective Date (and in any event before supply in accordance with the agreed Interim Delivery Schedule or Adjusted Delivery Schedule), and as such specifications may be amended, supplemented or otherwise modified by Pfizer and communicated to Purchaser.

1.50 "**Taxes**" shall have the meaning set forth in Section 3.4.

1.51 "**Term**", with respect to this Agreement, shall have the meaning set forth in Section 6.1.

1.52 "**Third Party Beneficiary**" or "**Third Party Beneficiaries**" shall have the meaning set forth in Section 12.5(a).

1.53 "**USD**" means the lawful currency of the United States of America.

1.54 "**Vaccine**" shall include (a) all vaccines manufactured, in whole or in part, or supplied, directly or indirectly, by or on behalf of Pfizer or BioNTech or any of their Affiliates to Purchaser pursuant to this Agreement that are intended for the prevention of the human disease COVID-19 or any other human disease, in each case which is caused by any of the virus SARS-CoV-2, and/or any or all related strains, mutations, modifications or derivatives of the foregoing, (b) any device, technology, or product used in the administration of or to enhance the use or effect of, such vaccine supplied under this Agreement, or (c) any component or constituent material of (a) or (b).

[redacted]

1.55 "**VAT**" means Value Added Tax.

[redacted]

Except where the context expressly requires otherwise, (a) the use of any gender herein shall be deemed to encompass references to either or both genders, and the use of the singular shall be deemed to include the plural (and vice versa), (b) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", (c) the word "will" shall be construed to have the same meaning and effect as the word "shall", (d) any definition of or reference to any agreement, instrument or other document herein shall 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 shall be construed to include the person's successors and assigns, (f) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (g) all references herein to Sections or Attachments shall be construed to refer to Sections or Attachments of this Agreement, and references to this Agreement include all Attachments hereto, (h) the word "notice" means notice in writing (whether or not specifically stated) and shall include notices, consents, approvals and other written communications contemplated under this Agreement, (i) references to any specific law, rule or regulation, or article, section or other division thereof, shall be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof and (j) the term "or" shall be interpreted in the inclusive sense commonly associated with the term "and/or".

2. SUPPLY OF PRODUCT.

2.1 Agreement to Supply.

(a) During the Term, Pfizer shall use Commercially Reasonable Efforts to supply or have supplied the Product to Purchaser, and Purchaser shall purchase the Product, subject to and in accordance with the terms and conditions of this Agreement.

(b) Purchaser acknowledges and agrees that (i) Pfizer's efforts to develop and manufacture the Product are aspirational in nature and subject to significant risks and uncertainties, and (ii) the fact that any other drug or vaccine to prevent, treat or cure COVID-19 infection is successfully developed or granted authorization earlier than the granting of Authorization for the Product shall not change the current situation of urgent needs for prevention of the spread of the COVID-19 infection that poses serious threats to and harmful effects on the lives and health of the general public.

[redacted]

(c) Notwithstanding the efforts and any estimated dates set forth in the Interim Delivery Schedule, the Parties recognize that the Product is currently in Phase 2b/3 clinical trials and that, despite the efforts of Pfizer in research, and development and manufacturing, the Product may not be successful due to technical, clinical, regulatory, manufacturing, shipping, storage, or other challenges or failures.

(d) Accordingly, Pfizer and its Affiliates shall have no liability for any failure by Pfizer or its Affiliates to develop or obtain Authorization of the Product in accordance with the estimated dates described in this Agreement. Even if the Product is successfully developed and obtains Authorization, Pfizer shall have no liability for any failure to deliver doses in accordance with any estimated delivery dates set forth herein (other than as expressly set out in this Agreement). [redacted]

(e) Pfizer shall keep Purchaser apprised of the progress of the development of the Product and shall provide Purchaser with such information regarding that development as Purchaser reasonably requests.

(f) The Parties agree to cooperate on a reasonable basis to share information and data regarding the distribution, administration and use of the Product in the Territory, including to track the benefits to Purchaser, its citizens and residents of the use of the Product as well as economic recovery information.

2.2 Capacity.

Pfizer shall use Commercially Reasonable Efforts to build or obtain (including via its Affiliates and/or BioNTech) manufacturing capacity to be capable of manufacturing and supplying the Product to Purchaser in accordance with the provisions of this Agreement.

2.3 Purchase Orders.

(a) On the Effective Date, Purchaser shall submit to Pfizer a legally binding and irrevocable Purchase Order for [redacted] doses ("**Contracted Doses**") of the Product.

(b) The Purchase Order shall be provided together with Purchaser's order number, VAT number, and invoice address. Pfizer shall accept the Purchase Order conforming to the terms set forth in this Agreement in writing, and the confirmed Purchase Order shall be binding upon the Parties and subject to the terms and conditions set out in this Agreement.

2.4 Delivery Schedule.

(a) Pfizer shall deliver the Product [redacted]. Pfizer shall be the Importer of Record.

[redacted]

(b) The Parties shall reasonably agree, in writing, to the location(s) (including number of locations) for delivery of shipments of Product as soon as reasonably practicable following the Effective Date; provided that: (i) each location meets the requirements set forth in Attachment D, (ii) all agreed upon locations shall be agreed in writing upon by the Parties at least eight (8) weeks prior to shipment of the Product, or for the first shipment of Product, immediately after the Effective Date (iii) the delivery location is serviced by a contracted transportation carrier of Pfizer, and (iv) each location is an authorized location to receive the Product, evidence of which shall be presented to Pfizer on Purchaser's official letterhead, or other official format acceptable to Pfizer, and Purchaser shall provide any additional information, as requested by Pfizer in advance of delivery, to verify such authorization.. Pfizer shall have the ability, acting reasonably, to restrict the number of locations where shipments of Product shall be delivered. Pfizer will use reasonable efforts to coordinate delivery of the Product during business hours.

[redacted] Each shipment of Product shall have a minimum volume of at least [redacted]

(d) Pfizer may deliver the Product by separate installments and shall use Commercially Reasonable Efforts to meet the delivery schedule set out in Attachment B (the "**Interim Delivery Schedule**"), provided that no Product shall be shipped until Authorization is received. All deliveries shall be accompanied by the documentation specified in Attachment C (which may be updated from time to time by Pfizer upon notice to Purchaser; provided, that any update requiring a change to the equipment or material resources required by Purchaser shall be provided at least [redacted] in advance of Purchaser's compliance), and shall be in accordance with, and subject to, the delivery specifications to be set forth in Attachment D (which shall be populated following the Effective Date, but in any event before supply in line with the agreed Interim Delivery Schedule (or Adjusted Delivery Schedule; provided, that any update requiring a change to the equipment or material resources required by Purchaser shall be provided at least [redacted] in advance of Purchaser's compliance), and as may be updated from time to time by Pfizer upon notice to Purchaser) ("**Delivery Specifications**"). In the event Pfizer updates Attachment C and/or Attachment D in a manner that requires Purchaser to obtain additional resources (e.g. different freezer, dry-ice supplies, bar code readers), Pfizer will provide Purchaser with at least [redacted] advance written notice of such change. Purchaser acknowledges and agrees that Pfizer's supply of the Product hereunder may be delayed in the event Purchaser requires such additional time period to comply with the Attachment C and/or Attachment D modifications.

(e) The Product shall be labelled and packaged in accordance with the packaging specifications to be set forth in Attachment E (which shall be populated following the Effective Date, but in any event before supply in line with the agreed Interim Delivery Schedule (or Adjusted Delivery Schedule), and as may be updated from

time to time by Pfizer upon notice to Purchaser) ("**Labelling and Packaging Specifications**").

[redacted]

2.5 Product Shortages.

[redacted]

[redacted] Except for the remedy set forth in Section 6.3, Purchaser hereby waives all rights and remedies that it may have at Law, in equity or otherwise, arising from or relating to: (i) any failure by Pfizer to develop or obtain Authorization of the Product in accordance with the estimated dates described in this Agreement; or (ii) any failure by Pfizer to deliver the Contracted Doses in accordance with the Interim Delivery Schedule (or Adjusted Delivery Schedule). [redacted]

2.6 Delivery Delays.

Under no circumstances will Pfizer be subject to or liable for any late delivery penalties.

2.7 Product Handling.

[redacted]

(a) Upon delivery of Product to Purchaser, Purchaser shall store and handle the Product in the manner set forth in the Specifications, instructions on Attachment D and the instructions provided by Pfizer to ensure stability and integrity of the Product.

(b) For the avoidance of doubt, Purchaser shall bear all expenses for use of the Product upon transfer from Pfizer at the agreed upon location at a port or in Israel, including, but not limited to, those for storage of the Product and distribution and administration of the Product (if applicable) in Israel.

(c) Purchaser shall be solely responsible and liable for the proper storage, handling, distribution, transportation, administration, use and disposal of the Product in Israel following delivery of the Product to Purchaser or its designee. Without prejudice to the generality of the foregoing, Purchaser shall ensure that: (a) recipients of the Product shall follow the return and disposal instructions in Attachment F (which may be updated from time to time by Pfizer upon notice to Purchaser) when disposing of open and unused Product and its packaging components; and (b) such return and disposal complies with Laws regarding pharmaceutical waste, medical waste, or hazardous waste, as appropriate. Attachment F provides the ability for Pfizer to charge Purchaser for the cost of such packaging components, without limiting any other remedies available to Pfizer, in the event that Purchaser fails to comply with the return requirement set forth in Attachment F.

(d) Purchaser shall be responsible for and shall ensure that any equipment used to deliver the Product, for example the shipper(s) and monitoring device(s), are stored in an appropriate clean and secure location to protect and maintain the functionality of such equipment (in controlled conditions, with no exposure to weather or pests, etc). [redacted] Purchaser shall organize safe return of all such equipment, including the shipper and monitoring device, in accordance with Pfizer's instructions.

(e) Pfizer may provide safety data sheets and other information to Purchaser to assist Purchaser to develop processes and procedures, including training, to handle the Product and Product Materials in a safe manner and in compliance with Laws, including occupational health and safety Laws. Purchaser represents and warrants that Purchaser has and shall ensure that all recipients of the Product and Product Materials have the requisite expertise to develop and implement appropriate procedures and training programs to enable proper handling of the Product and Product Materials in a safe and lawful manner.

2.8 Title to Product, Risk of Loss.

[redacted]

[redacted]

[redacted]

2.9 Right to Donate Product.

To the extent the Contracted Doses supplied by Pfizer to Purchaser constitutes an excess of supply over the requirements of Purchaser, Purchaser will have the right to donate such excess supply to in need third countries or public institutions (including an NGO), contributing to a global and fair access to the Vaccine across the world. The right to donate excess doses under the preceding sentence shall be subject to Pfizer's prior written consent and contingent on receipt of: (i) written indemnification of Pfizer and the other indemnities set out Section 8.1 (whether by Purchaser or the country or public institution receiving the doses) on terms satisfactory to Pfizer in its sole discretion; and (ii) written confirmation that Purchaser and the receiving third countries or public institutions shall comply with applicable registrations, approvals, waivers, storage, transport and product acceptance requirements to the satisfaction of Pfizer in its sole discretion. For clarity, in such instance, there shall be no refund of the Advance Payment.

3. **PRICE AND PAYMENT.**

3.1 Purchase Price.

Purchaser shall purchase the Product from Pfizer at the price per dose set out in Attachment B, excluding VAT (the "**Price**") and in accordance with the terms of this Agreement. [redacted]. The Price shall be firm for the Term.

3.2 Invoices and Payment.

(a) [redacted] Purchaser shall pay an upfront [redacted] All amounts due hereunder shall be converted to Israeli New Shekel (ILS) which shall be determined based on the

[redacted]

exchange rate used by The Wall Street Journal, Eastern U.S. Edition, at the time of invoice.

[redacted]

(c) Purchaser shall provide contact information immediately following the Effective Date. All Invoices shall be provided to such contact. Pfizer shall include the following information on all invoices: the Purchase Order number and billing address; and shall also include, where applicable, the type description, part number (if any) and number of Contracted Doses delivered; the delivery date; the actual date of shipment; the Price; any applicable taxes or other charges provided for in the Purchase Order; and the ship-to destination.

3.3 Method of Payment.

(a) Purchaser shall pay all undisputed (in good faith) amounts due in Israeli New Shekel (ILS) [redacted] from the date of the invoice. Payment shall be remitted by wire transfer in immediately available funds to a bank and account designated by Pfizer. Any payment which falls due on a date which is not a Business Day may be made on the next succeeding Business Day. Any dispute by Purchaser of an invoice shall be provided to Pfizer in writing (along with substantiating documentation and a reasonably detailed description of the dispute) within [redacted] from the date of such invoice. Purchaser will be deemed to have accepted all invoices for which Pfizer does not receive timely notification of disputes, and shall pay all undisputed amounts due under such invoices within the period set forth in this Section 3.3(a). The Parties shall seek to resolve all such disputes expeditiously and in good faith.

(b) Any amount required to be paid by a Party hereunder which is not paid on the date due shall bear interest, to the extent permitted by law, at [redacted] Such interest shall be computed on the basis of a year of three hundred sixty (360) days for the actual number of days payment is delinquent. In addition to all other remedies available under this Agreement or at Law, if Purchaser fails to pay any undisputed amounts when due under this Agreement, Pfizer may (i) suspend the delivery of the Product or (ii) terminate this Agreement.

(c) Purchaser shall not, and acknowledges that it will have no right, under this Agreement, any Purchase Order, any other agreement, document or Law, to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Pfizer, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Pfizer or a Pfizer Affiliate.

3.4 Taxes.

It is understood and agreed between the Parties that any payments made and other consideration provided under this Agreement are exclusive of any VAT or similar tax and all other taxes which are incurred as a result of manufacturing and supplying the Product (including, without limitation, custom duties, levies and charges and all local taxes) ("**Taxes**"), which shall be added thereon as applicable. Where Taxes are properly chargeable on a payment made or consideration provided under this Agreement, the Party making the payment or providing the consideration will pay the amount of Taxes in accordance with the laws and regulations of the country in which the Taxes are chargeable.

[redacted]

4. MANUFACTURING STANDARDS AND QUALITY ASSURANCE.

4.1 Manufacturing Standards.

Pfizer shall manufacture and supply the Product in material compliance with the Specifications and cGMP. Such Specifications may be revised through written notification by Pfizer to Purchaser to conform to the Authorization or changes to the manufacturing or distribution of the Product.

4.2 Legal and Regulatory Filings and Requests.

(a) Pfizer shall (a) comply with all regulatory or government licenses and permits, and (b) comply with all cGMP with respect to its manufacturing and packaging processes, the Facilities or otherwise, to permit the performance of its obligations hereunder. [redacted]

(b) Pfizer shall ensure that all Product is properly labelled and packaged in accordance with the applicable Authorization, Specifications and material cGMP standards.

[redacted]

(c) Prior to delivery, Pfizer shall comply with all conditions (in the relevant timescales) set out in the Authorization [redacted]

(d) In the event that a third party is the applicant or holder of the Authorization, any obligation on Pfizer under this Agreement shall be taken as a requirement on Pfizer to use Commercially Reasonable Efforts to procure the compliance of such third party Authorization applicant or holder with such obligations to the extent necessary to ensure the relevant obligation is fully met.

4.3 Quality Tests and Checks. [redacted]

4.4 Rejection of Product; Disposal of Rejected Shipments.

(a) Purchaser may reject any Product that does not materially conform to Specifications or cGMP ("**Non-Complying Product**") by providing written notice of rejection to Pfizer and setting out detailed reasons for such rejection: (i) immediately (and in [redacted], provided that in all cases and notwithstanding Section 12.20, Purchaser must document that such inspection and discovery of non-compliance occurred [redacted] upon delivery of such Non-Complying Product to Purchaser; or (ii) immediately and in no event [redacted] upon its first knowledge of a Latent Defect. Pfizer shall respond to any rejection and notice of Non-Complying Product from Purchaser in a timely manner. For clarity, Purchaser shall not be entitled to reject any Product based on service complaints unless a Product does not materially conform to Specifications or cGMP.

[redacted]

[redacted]

[redacted]

4.5 Maintenance and Retention of Records.

(a) Each Party shall maintain detailed Records with respect to its activities under this Agreement as required by Laws.

(b) Purchaser will maintain a quality system for receipt, inspection, storage, traceability to further delivery points, and recall activities. If Purchaser does not have a quality system for the activities defined, Pfizer may share details of a proposed quality system for Purchaser's compliance.

4.6 Diversion Issues.

All Product delivered to Purchaser shall be: (a) stored securely by Purchaser; and (b) distributed by Purchaser only in Israel in a secure manner appropriate to the transportation route and destination, in each case (a) and (b) to guard against and deter theft, diversion, tampering, substitution (with, for example, counterfeits) resale or export out of Israel, and to protect and preserve the integrity and efficacy of the Product. Purchaser shall promptly notify Pfizer in email within 48 hours (with follow up in writing in line with the notice provisions of this Agreement) if at any time Purchaser believes that any of the Product has been stolen, diverted, tampered with, substituted, or otherwise subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Pfizer. The notice shall provide all information relating to the Product diversion, including, but not limited to, detailed information including the date, time, location, number, batch number(s), expiration date, circumstances, and contact person(s) information. Purchaser shall cooperate with Pfizer or its designee, upon Pfizer's request, to cooperate in connection with such Product diversion.

4.7 Recalls.

[redacted]

[redacted]

[redacted]

5. REPRESENTATIONS & WARRANTIES.

5.1 Mutual Representations and Warranties. Pfizer and Purchaser each represents and warrants to each other the following:

(a) Organization and Authority. It has full right, power and authority to enter into this Agreement and to perform its respective obligations under this Agreement, including, in the case of Purchaser, that all necessary authorizations and approvals have been obtained by Purchaser to authorize its performance of all of its obligations contained herein, and that Purchaser has the authority to bind the State of Israel and that Purchaser has exercised that authority to bind the State of Israel as to each of the provisions and terms and conditions set forth in this Agreement;

(b) No Conflicts or Violations. The execution and delivery of this Agreement by such Party and the performance of such Party's obligations hereunder (i) do not conflict with or violate any Laws existing as of the Effective Date and applicable to such Party and (ii) do not conflict with, violate, breach or constitute a default under, and are not prohibited or materially restricted by, any contractual obligations of such Party existing as of the Effective Date; and

(c) Valid Execution. Such Party is duly authorized to execute and deliver this Agreement, and the Person executing this Agreement on behalf of such Party is duly authorized to execute and bind such Party to the terms set forth herein.

5.2 Warranties of Pfizer.

[redacted]

[redacted]

[redacted]

5.3 Anti-Bribery/Anti-Corruption and Global Trade Controls.

(a) The Parties represent and warrant that, beyond the mutual consideration set forth in this Agreement, neither they nor their agents have provided or requested, or will provide or request, any additional incentive or benefit to or from the other Party or its agents to induce either Party to enter this Agreement or perform any part of this Agreement.

(b) Pfizer has not made, and will not make, in the performance of this Agreement directly or indirectly any payment, offer, promise, or authorization of payment of money or anything of value to a Government official, political party, candidate for political office, or any other Person, and has not sought and will not seek improperly or corruptly to influence any Government official, political party, candidate for political office, or any other Person, in order to gain an improper business advantage.

(c) The Parties will comply with applicable economic sanctions, import, and export control laws, regulations, and orders in the performance of this Agreement.

(d) Activities performed under this Agreement will not involve Restricted Parties (defined as the list of sanctioned parties maintained by the United Nations; the Specially Designated Nationals List and the Sectoral Sanctions Identifications List, as administered by the U.S. Department of the Treasury Office of Foreign Assets Control; the U.S. Denied Persons List, the U.S. Entity List, and the U.S. Unverified List, all administered by the U.S. Department of Commerce; the entities subject to restrictive measures and the Consolidated List of Persons, Groups and Entities Subject to E.U. Financial Sanctions, as implemented by the E.U. Common Foreign & Security Policy; and similar lists of restricted parties maintained by relevant governmental entities).

(e) Notwithstanding any other provision of this Agreement, Pfizer shall not be required to take or refrain from taking any action prohibited or penalized under the laws of the United States or any applicable non-United States jurisdiction, including, without limitation, the antiboycott laws administered by the U.S. Commerce and Treasury Departments.

5.4 No Other Warranty.

Except to the extent set out expressly in this Agreement, all conditions, warranties or other terms which might have effect between the Parties or be implied or incorporated into this

[redacted]

Agreement (whether by statute, common law or otherwise) are hereby excluded to the fullest extent permitted by Laws. Without prejudice to the general nature of the previous sentence, unless this Agreement specifically states otherwise and to the maximum extent permitted by Law, Pfizer expressly disclaims any representations or warranties with respect to the Product, including, but not limited to, any representation, warranties or undertaking as to (a) non-infringement of Intellectual Property rights of any third party, (b) that there is no requirement to obtain a license of third party Intellectual Property rights to enable the use or receipt of the Product, (c) merchantability, or (d) fitness for a particular purpose.

5.5 Purchaser Acknowledgement.

Purchaser acknowledges that the Vaccine and materials related to the Vaccine, and their components and constituent materials are being rapidly developed due to the emergency circumstances of the COVID-19 pandemic and will continue to be studied after provision of the Vaccine to Purchaser under this Agreement. Purchaser further acknowledges that the long-term effects and efficacy of the Vaccine are not currently known and that there may be adverse effects of the Vaccine that are not currently known. Further, to the extent applicable, Purchaser acknowledges that the Product shall not be serialized.

6. **TERM; TERMINATION.**

6.1 Term of Agreement.

This Agreement shall commence on the Effective Date and shall continue until delivery of the Contracted Doses of the Product under the accepted Purchase Order, unless extended or terminated pursuant to this Section 6 (*Term; Termination*) or the mutual written agreement of the Parties ("**Term**").

6.2 Termination for Cause.

Either Party may terminate this Agreement immediately upon written notice to the other Party in the event of a material breach by the other Party of any term of this Agreement, which breach remains uncured for thirty (30) days following written notice to such breaching Party of such material breach. Notwithstanding the foregoing, if such material breach, by its nature, cannot be cured, the non-breaching Party may terminate this Agreement immediately upon written notice to the breaching Party. [redacted]

6.3 Mutual Termination Rights.

[redacted] In the event: [redacted]

[redacted]

terminate this Agreement upon written notice to the other Party. [redacted]

[redacted]

6.4 Termination in Event of Insolvency.

In the event that Pfizer: (a) becomes insolvent, or institutes or has instituted against it a petition for bankruptcy or is adjudicated bankrupt; or (b) executes a bill of sale, deed of trust, or a general assignment for the benefit of creditors; or (c) is dissolved or transfers a substantial portion of its assets to a third party (excluding any of Pfizer's Affiliates); or (d) has a receiver appointed for the benefit of its creditors, or has a receiver appointed on account of insolvency; then Pfizer shall immediately notify Purchaser of such event and Purchaser shall be entitled to terminate this Agreement.

6.5 Effect of Termination.

(a) Upon expiry or termination of this Agreement for any reason:

(i) Purchaser shall pay any sums owed to Pfizer pursuant to this Agreement within [redacted] of the date of invoice for the same; and

(ii) each Party shall use Commercially Reasonable Efforts to mitigate both (1) the damages that would otherwise be recoverable from the other pursuant to this Agreement, and (2) any costs, fees, expenses or losses that may be incurred by a Party, or for which a Party may be responsible, under this Agreement, by taking appropriate and reasonable actions to reduce or limit the amount of such damages, costs, fees, expenses or losses.

[redacted]

(b) The termination or expiration of this Agreement shall not affect the survival and continuing validity of Articles 1, 7, 8, 10, 11 and 12 and Sections 2.1(b) – (d), 2.5(b), 2.6, 2.7(b)-(e), 2.8, 2.9, 3.1, 3.3, 3.4, 4.4, 4.5, 4.6, 4.7, 5.4, 5.5, 6.5, 9.2, 9.3, 9.4 and 9.5 or of any other provision which is expressly or by implication intended to continue in force after such termination or expiration.

(c) Expiry or termination of this Agreement for any reason shall be without prejudice to either Party's other rights and remedies or to any accrued rights and liabilities as the date of such expiry or termination; provided that (i) Pfizer shall have no liability for any failure by Pfizer to develop or obtain Authorization of the Product in accordance with the estimated dates described in this Agreement and (ii) even if the Product is successfully developed and Pfizer obtains Authorization, Pfizer shall have no liability for any failure to deliver Contracted Doses in accordance with any estimated delivery dates set forth herein.

7. INTELLECTUAL PROPERTY.

Pfizer US will be the sole owner of all Intellectual Property it generates during the development, manufacture, and supply of the Product or otherwise related to the Product. Neither Party will gain any rights of ownership to or use of any property or Intellectual Property owned by the other (whether by virtue of this Agreement, by implication or otherwise).

8. INDEMNIFICATION.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

9. **INSURANCE AND LIABILITY.**

[redacted]

[redacted]

9.5 Conditions Precedent to Supply.

Purchaser represents that it has and will continue to have adequate statutory or regulatory authority and adequate funding appropriation to undertake and completely fulfil the indemnification obligations and provide adequate protection to Pfizer and all Indemnitees from liability for claims and all Losses arising out of or in connection with the Vaccine or its use. Purchaser hereby covenants and acknowledges and agrees that a condition precedent for the supply of the Product hereunder requires that Purchaser shall implement and maintain in effect such statutory or regulatory requirements or funding appropriation sufficient to meet its obligations in this Agreement prior to supply of the Product by Pfizer and thereafter shall maintain such statutory and regulatory requirement and funding appropriation, each as applicable, for so long as necessary to meet all of Purchaser's obligations under this Agreement, including, without limitation, any such obligations that, pursuant to Section 6.5, survive expiration or termination of this Agreement. For clarity, the sufficiency of such statutory or regulatory requirements or funding appropriation shall be in Pfizer's sole discretion. Purchaser acknowledges that Pfizer's supply of Product hereunder is in reliance (without any duty of investigation or confirmation by or on behalf of Pfizer or its Affiliates), *inter alia*, on Purchaser's representations and covenants under this Section 9.6, Purchaser implementing and maintaining in effect the requirements and funding appropriation described in this Section 9.6 and the other representations and warranties made by Purchaser under this Agreement.

10. CONFIDENTIAL INFORMATION.

10.1 Non-Use and Non-Disclosure.

Each Recipient shall, and shall cause its Representatives which have access to the

Disclosing Party's Confidential Information to, maintain in strict confidence, and shall not disclose to any third party, all Confidential Information observed by or disclosed to it by or on behalf of the Disclosing Party pursuant to this Agreement. Each Recipient shall not use or disclose such Confidential Information except as permitted by this Agreement. Each Recipient shall safeguard the confidential and proprietary nature of the Disclosing Party's Confidential Information with at least the same degree of care as it holds its own confidential or proprietary information of like kind, which shall be no less than a reasonable degree of care. The Recipient and its Representatives may use, copy, and make extracts of the Disclosing Party's Confidential Information only in connection with fulfilling its obligations under this Agreement and, without limiting the foregoing, shall not use the Confidential Information for the benefit of the Recipient or any of its Representatives, or for the benefit of any other Person. In the event that Recipient becomes aware of any breach of the obligations contained in this Section 10 (Confidential Information) by it or its Representatives, Recipient shall promptly notify the Disclosing Party in writing of such breach and all facts known to Recipient regarding same. In addition, if Recipient is required to disclose the Disclosing Party's Confidential Information in connection with any court order, statute or Government directive or requirement under any Law, Recipient shall give the Disclosing Party notice of such request, as soon as practicable, before such Confidential Information is disclosed so that the Disclosing Party may seek an appropriate protective order or other remedy, or waive compliance with the relevant provisions of this Agreement. If the Disclosing Party seeks a protective order or other remedy, Recipient shall promptly cooperate with and reasonably assist the Disclosing Party (at the Disclosing Party's cost) in such efforts. If the Disclosing Party fails to obtain a protective order or waives compliance with the relevant provisions of this Agreement, Recipient shall disclose only that portion of Confidential Information which its legal counsel determines it is required to disclose. Neither this Agreement nor the performance by either Party hereunder shall transfer to the Recipient any proprietary right, title, interest or claim in or to any of the Disclosing Party's Confidential Information (including, but not limited to, any Intellectual Property rights subsisting therein) or be construed as granting a license in its Confidential Information.

Notwithstanding the foregoing, in all cases, (a) Purchaser may not disclose information relating to the delivery schedule, including, but not limited to changes, updates or amendment thereto, of the Contracted Doses (including, without limitation, the number of Contracted Doses anticipated to be delivered per calendar quarter), or any of the financial or indemnification provisions contained in this Agreement, including, without limitation, the price per dose of Product [redacted] or any information that could reasonably ascertain the price per dose of Product, without the prior written consent of Pfizer; provided, however, that Purchaser may share Confidential Information with other ministries in Israel that are subject to obligations of confidentiality at least as protective as the terms set out in this Agreement provided that Purchaser remains fully liable for the acts or omissions or any breach by such ministries of such confidentiality requirements, and (b) Pfizer may disclose (i) Confidential Information to its Affiliates and BioNTech without prior written consent of Purchaser, and (ii) upon foreign government request, financial information relating to this Agreement, including cost per dose provided

[redacted]

that the disclosure of any financial terms shall be subject to Pfizer entering into a confidentiality agreement with such foreign government or if disclosure is required by law, and if confidential treatment is available, Pfizer will use commercially reasonable efforts to request such treatment.

10.2 Recipient Precautions.

In order to comply with the obligations contained in this Section 10 (*Confidential Information*), Recipient shall take at least the following precautions: (a) Recipient shall exercise all reasonable efforts to prevent unauthorized employees and unauthorized third parties from gaining access to Confidential Information (and in no event less than reasonable care); (b) Recipient shall disclose Confidential Information only to such of its Representatives who have a need to know such Confidential Information to fulfill its obligations under this Agreement; provided, however, before any disclosure of Confidential Information, Recipient shall bind its Representatives receiving such Confidential Information to a written agreement of confidentiality at least as restrictive as this Agreement; and (c) prior to any disclosure, Recipient shall instruct its Representatives of the confidential nature of, and to maintain the confidentiality of, the Confidential Information. Recipient shall be responsible for all actions of its Representatives, including, without limitation, any breach of the terms hereof, regardless of whether or not such Representatives remain employed or in contractual privity with the Recipient.

10.3 Return of Confidential Information.

Upon the written request of the Disclosing Party, Recipient shall promptly return or, at the Recipient's option, delete or destroy all Confidential Information of the Disclosing Party (including, without limitation, all copies in whatever medium provided to, or made by, such recipient); provided, however, that, subject to the terms of this Agreement, (i) Recipient shall be entitled to retain one archival copy of such Confidential Information for purposes of determining its obligations under this Agreement; and (ii) Recipient shall not be required to destroy any computer files stored securely by the Recipients or its Affiliates that are created during automatic system back up, or retained for legal purposes by the legal division of the Recipient and its Affiliates, provided that such retained Confidential Information shall remain subject to the terms of this Agreement. Notwithstanding Recipient's return or destruction of Confidential Information, Recipient shall continue to be bound by its obligation of confidentiality and non-use under this Agreement.

10.4 Survival.

The provisions of this Section 10 (*Confidential Information*) shall survive the termination or expiration of the this Agreement for a period of [redacted] except with respect to any information that constitutes a trade secret (as defined under Law), in which case the recipient of such information will continue to be bound by its obligations under this Section 10 (Confidential Information) for so long as such information continues to constitute a trade secret, but in no event for a period of less than the [redacted] period specified

[redacted]

above.

11. **NOTICES**.

Any notice required to be given hereunder shall be in writing and deemed to have been sufficiently given, (a) when delivered in person, (b) on the next Business Day after mailing by overnight courier service, or, where overnight courier service is unavailable, by other expedited delivery provided by a recognized express courier, or (c) when delivered via e-mail, provided the original is delivered via one of the preceding methods on or prior to the fifth (5th) Business Day after transmission of the e-mail, to the addresses specified below. Each notice shall specify the name and date of and parties to this Agreement.

If to Purchaser:

Israeli Ministry of Health
39 Yirmiyahu St.
Jerusalem 9101002
[redacted]

If to Pfizer:

Pfizer Pharmaceuticals Israel Ltd.
P.O. Box 12133, 9 Shenkar St.
Herzliya Pituach, Israel 46725
Attn: Liron Rogel
[redacted]

With a copy (which shall not constitute notice) to:

Pfizer Pharmaceuticals Israel Ltd.
P.O. Box 12133, 9 Shenkar St.
Herzliya Pituach, Israel 46725
[redacted]

With a copy (which shall not constitute notice) to:

Pfizer Inc.
235 East 42nd Street
New York, NY 10017
Attention: General Counsel
LegalNotice@Pfizer.com

Either Party may, by notice to the other Party, change the addresses and names given above.

[redacted]

12. MISCELLANEOUS.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

29

[redacted]

[redacted]

12.3 Publicity.

A Party shall not use the name, trade name, service marks, trademarks, trade dress or logos of the other Party in publicity releases, advertising or any other publication, without the other Party's prior written consent in each instance.

12.4 Governing Law.

All disputes shall be governed by the Laws of the State of New York, USA, without regard to conflict of Law principles, except that any dispute regarding the arbitrability or the scope and application of this Section shall be governed by the Federal Arbitration Act of the United States.

12.5 Third Party Rights.

(a) Purchaser agrees the applicable rights granted or provided to Pfizer under this Agreement are also granted or provided to Pfizer's Affiliates or to BioNTech to the extent that those rights relate to such Affiliates or BioNTech, including but not limited to the indemnification in Section 8(a) (each a "**Third Party Beneficiary**" and together the "**Third Party Beneficiaries**"). Each Third Party Beneficiary shall be entitled to enforce the terms of this Agreement; provided that, to the extent permissible by Law and where reasonably practicable, any claims, demands or actions from any Third Party Beneficiary shall be brought by Pfizer itself on behalf of the relevant Third Party Beneficiary.

(b) Any Losses suffered by a Third Party Beneficiary will not be treated as being indirect solely because it has been suffered by a Third Party Beneficiary and not by Pfizer directly.

12.6 Relationship of the Parties.

The relationship hereby established between Purchaser and Pfizer is solely that of independent contractors. Neither Party has authority to act or make any agreements or representations on behalf of the other Party. This Agreement is not intended to create, and shall not be construed as creating, between Pfizer and Purchaser, the relationship of principal and agent, employer and employee, joint venturers, co-partners, or any other such relationship, the existence of which is expressly denied.

[redacted]

12.7 Assignment; Binding Effect.

Neither Purchaser nor Pfizer shall assign any of its rights or delegate or subcontract any of its duties and obligations under this Agreement without the prior written consent of the other Party, which may be withheld at such Party's discretion, provided that Pfizer, without Purchaser's consent, may assign, delegate or subcontract any of its duties and obligations under this Agreement to an Affiliate of Pfizer, BioNTech or an Affiliate of BioNTech. Any such attempted assignment of rights or delegation or subcontracting of duties without the required prior written consent of the other Party shall be void and ineffective. Any such assignment, delegation or subcontracting consented to by a Party in writing shall not relieve the other Party of its responsibilities and liabilities hereunder and such assigning Party shall remain liable to other Party for the conduct and performance of each permitted assignee, delegate and subcontractor hereunder. This Agreement shall apply to, inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. The Parties agree that this Agreement is not intended by either Party to give any benefits, rights, privileges, actions or remedies to any Person or entity, partnership, firm or corporation as a third party beneficiary or otherwise under any theory of Law.

12.8 Force Majeure.

Neither Party shall be liable for any failure to perform or any delays in performance, and neither Party shall be deemed to be in breach or default of its obligations set forth in this Agreement, if, to the extent and for so long as, such failure or delay is due to any causes that are beyond its reasonable control and not to its acts or omissions, [redacted] ("**Force Majeure Event**"). Failure or inability to pay shall not be a basis for a Force Majeure Event under this Agreement. In the event of a Force Majeure Event, the Party prevented from or delayed in performing shall promptly give notice to the other Party and shall use Commercially Reasonable Efforts to avoid or minimize the delay. The parties agree that, although the current COVID-19 crisis is in itself no longer an 'unforeseeable' situation, it may still result in circumstances which are unforeseeable and beyond the reasonable control of the Parties and therefore within the definition of Force Majeure Event.

12.9 Severability.

If and solely to the extent that any court or tribunal of competent jurisdiction holds any provision of this Agreement to be unenforceable in a final non-appealable order, such unenforceable provision shall be stricken and the remainder of this Agreement shall not be affected thereby. In such event, the Parties shall in good faith attempt to replace any unenforceable provision of this Agreement with a provision that is enforceable and that comes as close as possible to expressing the intention of the original provision.

12.10 Non-Waiver; Remedies.

A waiver by any Party of any term or condition of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies specified in this Agreement shall be cumulative and in addition to any other remedies provided at Law or in equity.

12.11 Further Documents.

Each Party hereto agrees to execute such further documents and take such further steps as may be reasonably necessary or desirable to effectuate the purposes of this Agreement.

12.12 Forms.

The Parties recognize that, during the Term, a Purchase Order acknowledgment form or similar routine document (collectively, "**Forms**") may be used to implement or administer provisions of this Agreement. The Parties agree that the terms of this Agreement shall prevail in the event of any conflict between terms of this Agreement and the terms of such Forms, and any additional or different terms contained in such Forms shall not apply to this Agreement.

12.13 Headings.

Headings of Sections or other parts of this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement or change the meaning of this Agreement.

12.14 Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement, and shall become effective when signed by each of the Parties hereto and delivered to the other Party in accordance with the means set forth in Section 11 (Notices) or by reliable electronic means (with receipt electronically confirmed).

12.15 Electronic Delivery and Storage.

Delivery of a signed Agreement by reliable electronic means, including facsimile or email (with receipt electronically confirmed), shall be an effective method of delivery of the executed Agreement. This Agreement may be stored by electronic means and either an original or an electronically stored copy of this Agreement can be used for all purposes, including in any proceeding to enforce the rights or obligations of the Parties to this Agreement.

12.16 Entire Agreement; Amendments.

[redacted]

This Agreement and the side letter executed by the Parties on 13 November 2020, together with any attachments and amendments (and as such attachments may be amended, amended and restated or replaced from time to time), which are hereby incorporated by reference, constitute the entire agreement of the Parties with respect to its subject matter and merges and supersedes all prior discussions and writings with respect to thereto, including the Binding Term Sheet. Except as otherwise set out herein; no modification or alteration of this Agreement shall be binding upon the Parties unless contained in a writing signed by a duly authorized agent for each respective Party and specifically referring hereto or thereto.

12.17 Rule of Construction.

The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

12.18 English Language.

This Agreement shall be written and executed in, and all other communications under or in connection with this Agreement shall be in, the English language. Any translation into any other language shall not be an official version thereof, and in the event of any conflict in interpretation between the English version and such translation, the English version shall control.

12.19 Legal Costs.

Each Party will bear its own legal costs in preparing and concluding this Agreement.

12.20 Time Periods.

Except as set forth in Section 4.4(a) regarding inspection, the Parties agree that in the event a required time period [redacted] set forth in this Agreement occurs during a Friday eve, Saturday or one of the following holidays: Rosh Hashana, Yom Kippur, Sukkot (except intermediate days), Pesach (except intermediate days), Shavuot, Yom Hazikaron or Yom Haatzmaut ("**Holidays**"), such period of time shall be extended until Sunday or completion of such Holiday.

[signature on following page]

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

Pfizer Pharmaceuticals Israel Ltd.

By: [redacted] Pfizer Pharmaceuticals Israel LTD.

Name: Wiebke Rieb Liron Rogel

Title: Country Manager Finance Director

Israeli Ministry of Health

By: _____

Name: Prof. Chezy Levy M.D, M.H.A Director General Ministry of Health

Title: _____

Hassan Ismael

C.F.O

2/12/2020

[redacted]

Attachment A - Specifications

To be inserted following the Effective Date (and in any event before supply in line with the agreed Interim Delivery Schedule (or Adjusted Delivery Schedule))

[redacted]

Attachment B – Interim Delivery Schedule and Price

Quarter	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Doses (units)	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Price per dose USD	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

[redacted]

Attachment C- Delivery Documentation

[redacted]

Thermal Shipper Documentation

[redacted]

[redacted]

Attachment D – Delivery Specification

[redacted]

[redacted]

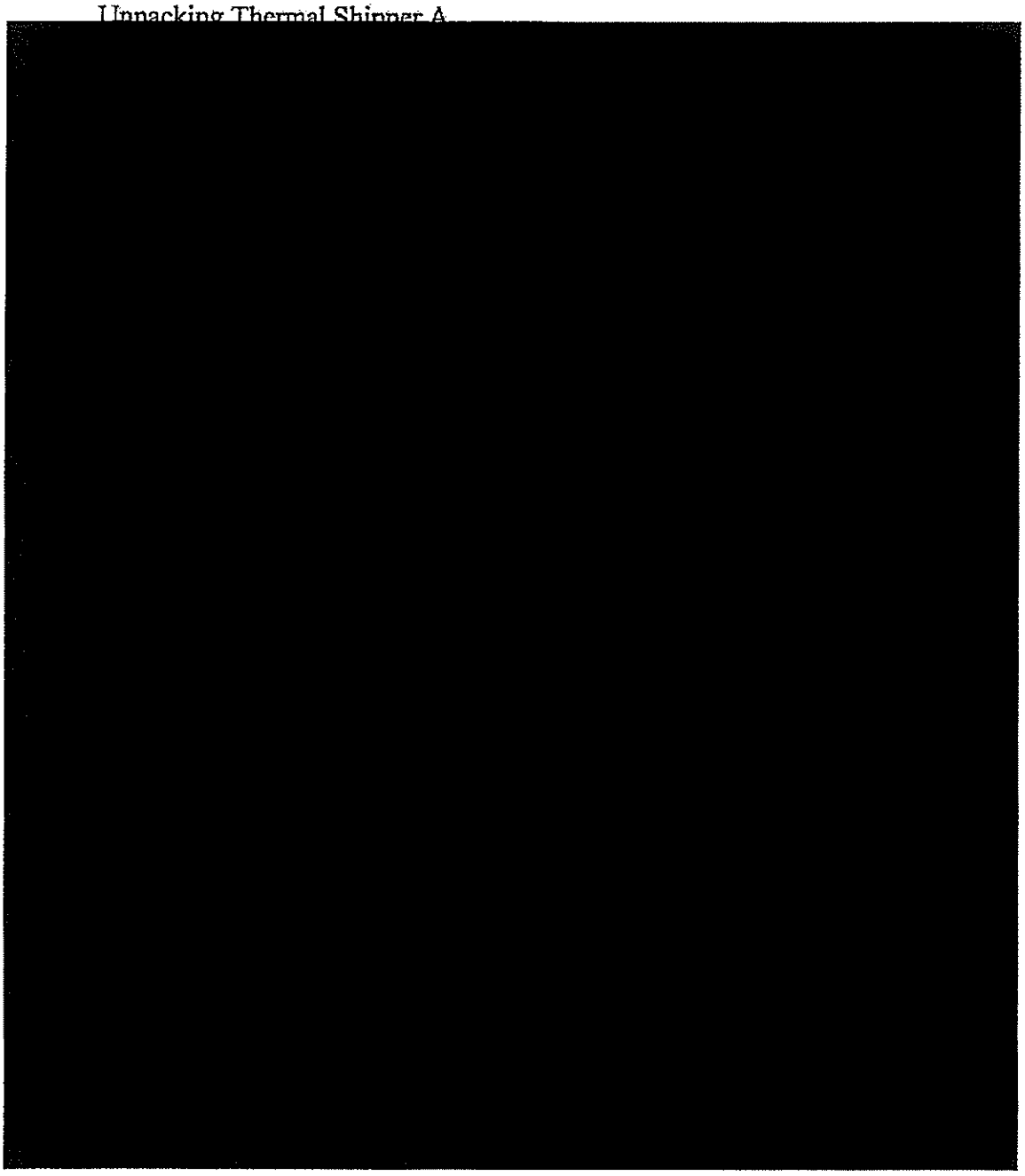
[redacted]

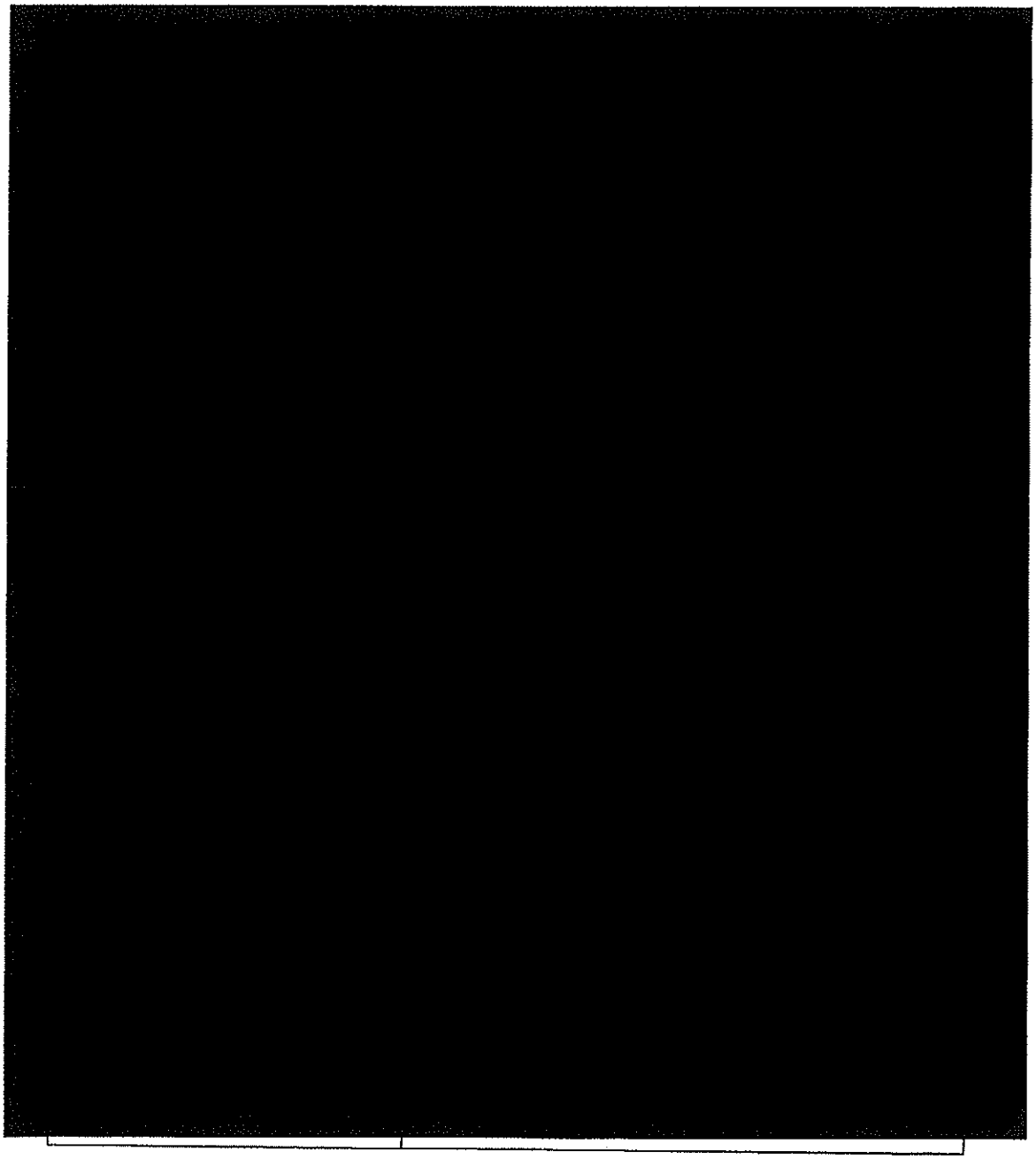
5

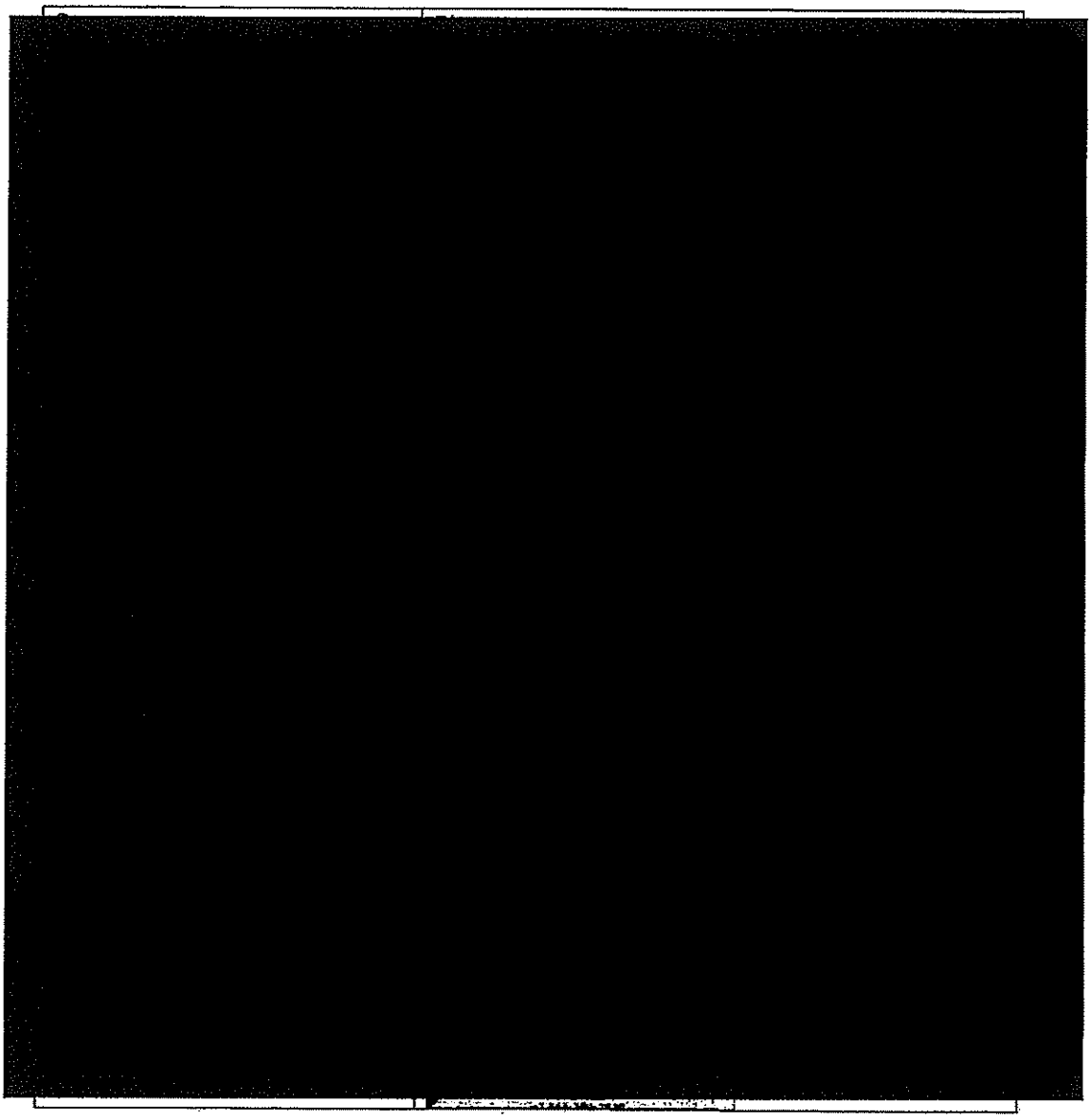
[redacted]

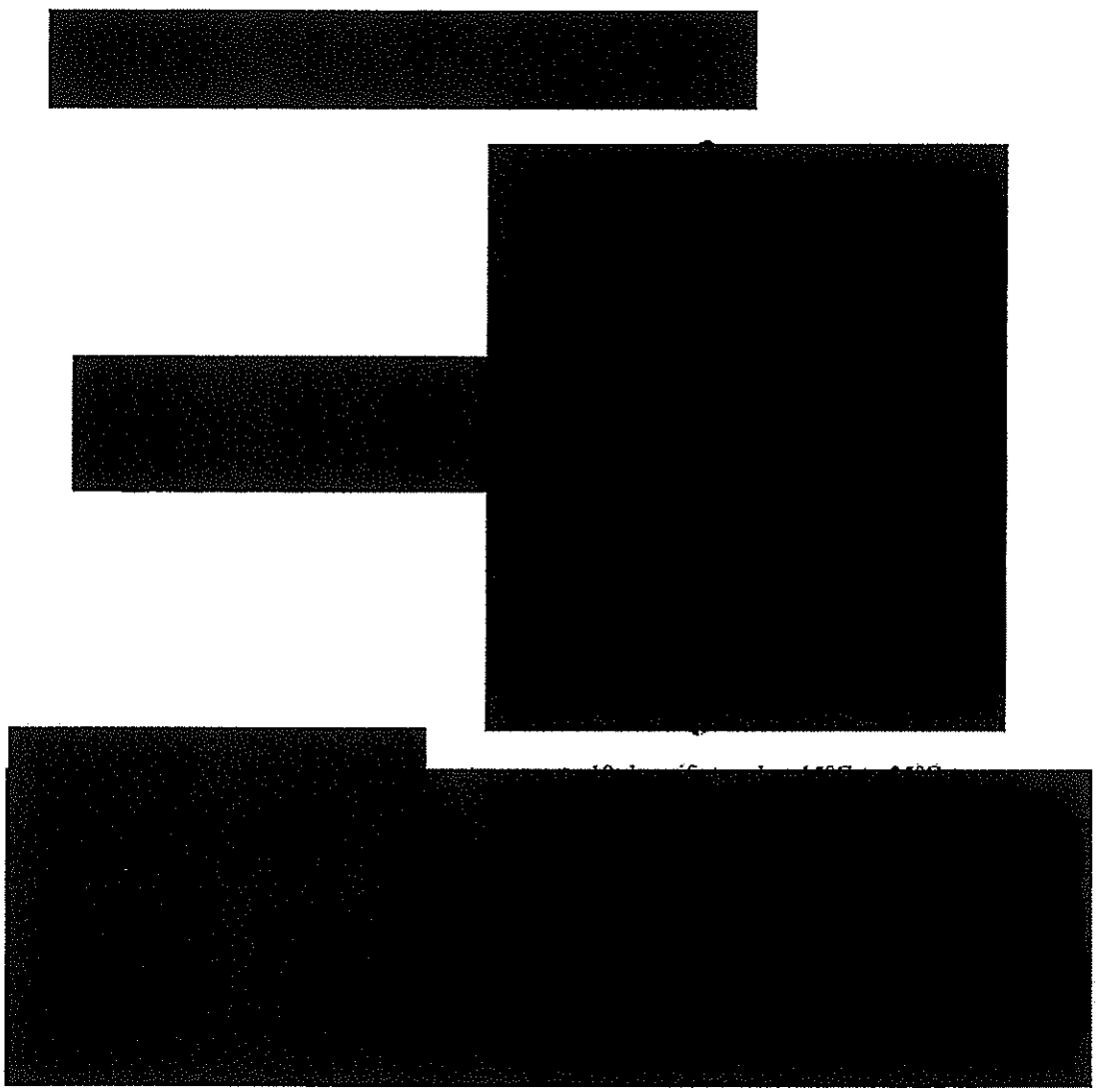
[redacted]

Unpacking Thermal Shipper A



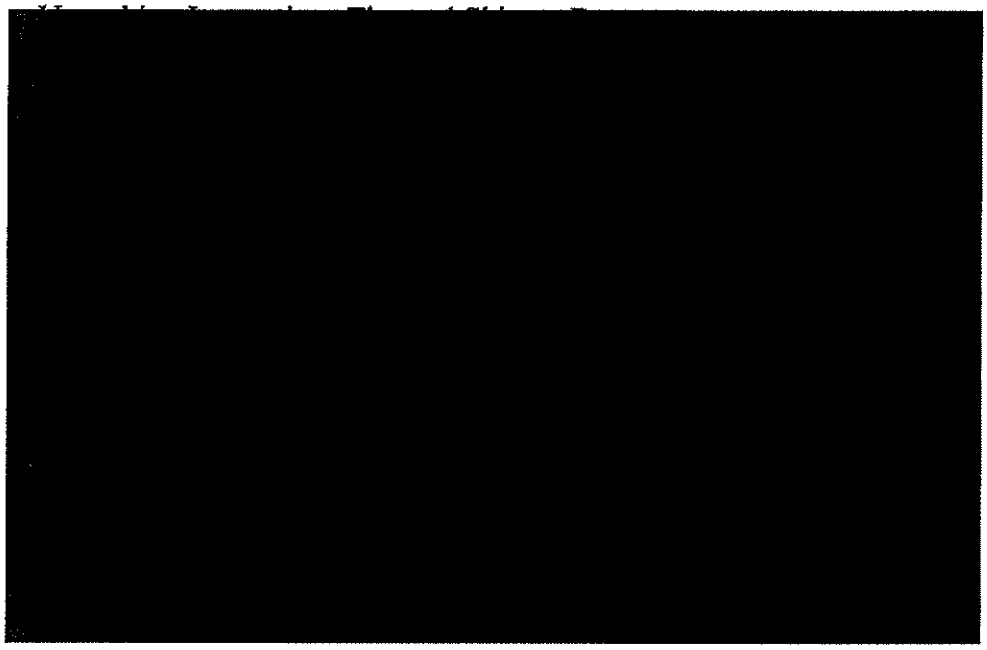


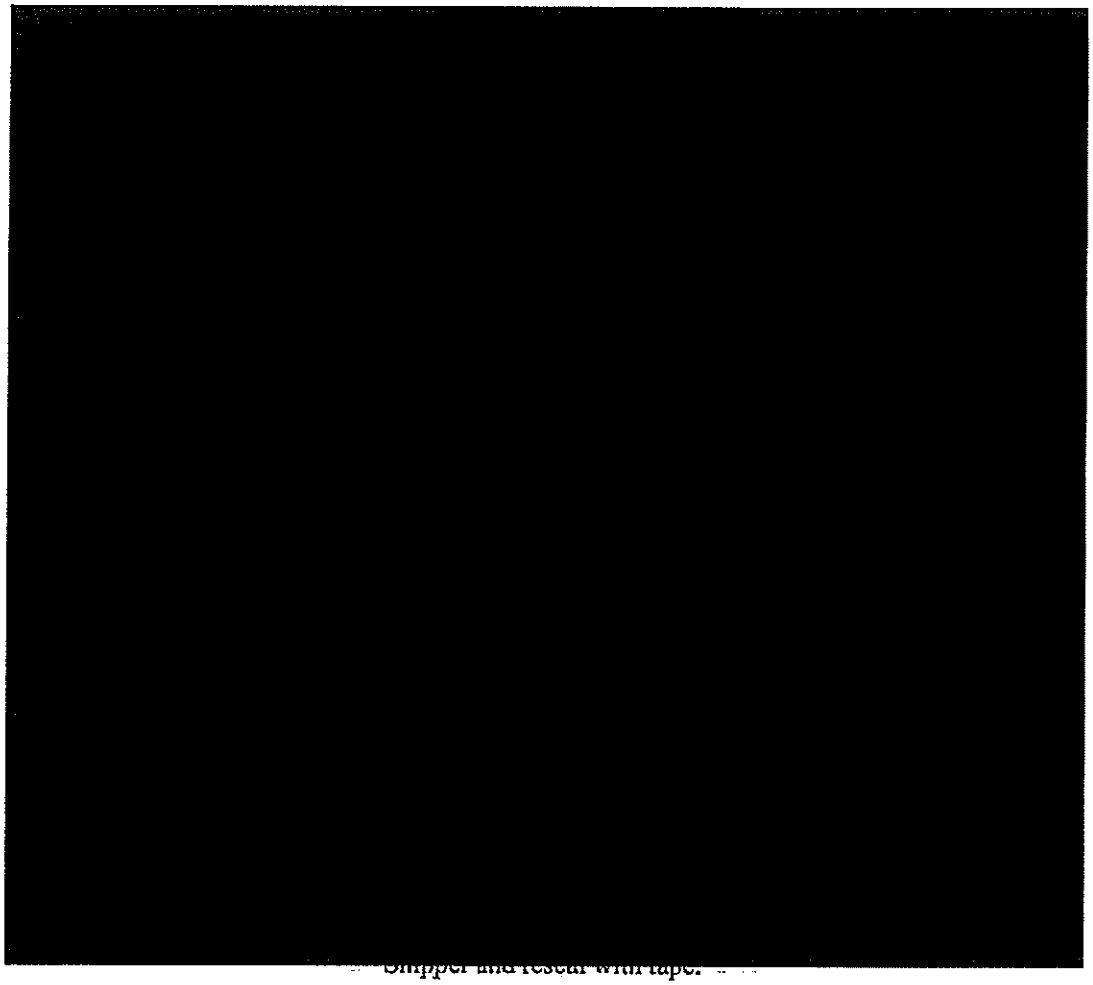




[redacted]

[redacted]





Snipped and resealed with tape.

Vaccine Preparation & Administration Instructions

[redacted]

[redacted]

Attachment E – Labelling and Packaging Specifications

[redacted]

[redacted]

Attachment F – Return and Disposal of Product Materials

A. Return

"Logistics Delivery Equipment" refers to the long-distance thermal shipping container (**"Thermal Shipper"**) used for shipping and the temperature data logger/monitoring device attached to such Thermal Shipper.

Once dry ice is no longer needed, open the **Logistics Delivery Equipment** and leave it at room temperature in a well-ventilated area. The dry ice will readily sublime from a solid to a gas. DO NOT leave dry ice unattended.

Store the empty **Logistics Delivery Equipment** until return in an appropriate clean and secure location to protect and maintain the functionality of the equipment (e.g., do not store outside under uncontrolled conditions, exposed to weather, exposed to pests, etc.).

Return of the **Logistics Delivery Equipment** to be undertaken within 20 business days following delivery of the Product to the Purchaser's recipient. Instructions and logistics for return will be provided on the interior of the Thermal Shipper and will also be available on Pfizer's website. In the event that either: (a) the **Logistics Delivery Equipment** (or any part thereof), is not returned within such 20 business days; or (b) the **Logistics Delivery Equipment** (or any part thereof), is damaged in any way (determined in Pfizer's sole discretion), Pfizer shall be entitled to charge Purchaser $450 (exclusive of VAT) per Thermal Shipper and temperature data logger/monitoring device; which Purchaser shall pay within 30 days of the date of any invoice for such amount(s). Purchaser acknowledges that such amount represents a reasonable pre-estimate of replacement cost such Logistics Delivery Equipment as a result of Purchaser's default, act or omission.

B. Disposal

"Primary Container Units" refers to the vials that contain the Product.

Destruction of the **Primary Container Units** that have been opened or are unused must take place at a facility appropriately licensed to handle and destroy pharmaceutical waste, medical waste, and/or hazardous waste, and destruction must be by means of grinding or incineration.

"Secondary Cartons" refers to the immediate boxes that contain the vials of Product.

Secondary Cartons must be defaced and destroyed in accordance with local clinical dosing facility waste management services, and **Secondary Cartons** may not be disposed of in routine household waste collection or recycling centers.

[redacted]

Attachment G –Purchase Order

Immediately following the Effective Date, Pfizer shall provide a written purchase order to Purchaser or provide Purchaser instructions for electronic submission of same.

[redacted]

נספח 3

תיקון 1 הסכם רכש

עמ' 70

CONFIDENTIAL

AMENDMENT TO MANUFACTURING AND SUPPLY AGREEMENT

THIS AMENDMENT AGREEMENT ("**Amendment**") is dated as of February 2, 2021 ("**Amendment Effective Date**") and is made by and between Pfizer Pharmaceuticals Israel Ltd. (hereinafter "**Pfizer**") and Israeli Ministry of Health, acting on its own behalf and on behalf of the State of Israel (hereinafter "**Purchaser**") and amends the Manufacturing and Supply Agreement ("**Agreement**") entered into by and between Pfizer and Purchaser on December 1, 2020. Capitalized terms used, but not defined herein, shall have the meaning ascribed to such term in the Agreement.

WHEREAS, the Parties desire to enter into this Amendment to provide for the purchase of additional doses of Product by Purchaser under the Agreement in order to enable the objectives of the project set forth in the Real-World Epidemiological Evidence Collaboration Agreement entered into by and between Pfizer and the Purchaser on the Amendment Effective Date ("**Collaboration Agreement**");

WHEREAS, in connection with this Amendment, the Parties desire to update the number of doses of Product per vial to reflect [redacted] doses of Product per vial; and

WHEREAS, in accordance with Section 12.16 of the Agreement, the Parties desire to enter into this Amendment to amend such terms in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of these premises and the covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged and agreed, and intending to be legally bound thereby, the Parties hereby agree as follows:

1. AMENDMENTS TO AGREEMENT

The Parties agree to amend the Agreement as follows:

1.1 Section 2.3 (*Purchase Orders*) of the Agreement is hereby amended with the addition of the following subsection (c) as follows:

> "(c) On the Amendment Effective Date or no later than [redacted] from the Amendment Effective Date, Purchaser shall submit to Pfizer a legally binding and irrevocable purchase order (an "**Additional Order**") for [redacted] additional doses of Product. The Additional Order shall be subject to the same terms and conditions of this Agreement, as applicable, and the doses in such Additional Order shall be deemed Contracted Doses for purposes of the Agreement.

1.2 Section 2.4(c) of the Agreement is hereby deleted and restated effective on the Amendment Effective Date in its entirety as follows:

> "(c) Each shipment of Product shall have a minimum volume of at least [redacted] vials. Each vial shall contain [redacted] doses of Product."

1.3 Attachment B to the Agreement shall be deleted in its entirety and replaced with Attachment B attached to this Amendment to reflect the Additional Order.

2. Except as otherwise amended under the terms of Section 1 herein, the Agreement together with the side letter executed by the Parties on 13 November 2020, shall remain in full force and effect.

3. COUNTERPARTS; FACSIMILE

This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party, it being understood that all Parties need not sign the same counterpart. This Amendment may be executed and delivered by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means.

[signature on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the Amendment Effective Date.

Pfizer Pharmaceuticals Israel Ltd.	Israeli Ministry of Health
By:_____	By:_____
Name:_____	Name: Hassan Ismail
Title:_____	Title: C.F.O

Prof. Chezy Levy M.D, M.H.A
Director General
Ministry of Health

2/2/21

EAST\178511498.5

Attachment B – Delivery Schedule and Price

Quarter	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Doses	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Price per dose (in US dollars)	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	

נספח 4

תיקון 2 הסכם רכש

עמ' 75

CONFIDENTIAL

SECOND AMENDMENT TO MANUFACTURING AND SUPPLY AGREEMENT

THIS SECOND AMENDMENT AGREEMENT ("Second Amendment") is dated as of February ___, 2021 **("Second Amendment Effective Date")**, is made by and between Pfizer Pharmaceuticals Israel Ltd. (hereinafter **"Pfizer"**) and Israeli Ministry of Health, acting on its own behalf and on behalf of the State of Israel (hereinafter **"Purchaser"**) and amends the Manufacturing and Supply Agreement entered into by and between Pfizer and Purchaser on December 1, 2020 **("Original Agreement")**, as amended by that certain Amendment to Manufacturing and Supply Agreement dated as of February 2, 2021 **("First Amendment")** (the Original Agreement as amended by the First Amendment, **"Agreement"**). Capitalized terms used, but not defined herein, shall have the meaning ascribed to such term in the Agreement.

WHEREAS, the Parties desire to enter into this Second Amendment to amend the effective date of the First Amendment and clarify the effective date for the update to the number of doses of Product per vial to reflect [redacted] doses of Product per vial to [redacted]; and

WHEREAS, in accordance with Section 12.16 of the Agreement, the Parties desire to enter into this Amendment to amend such terms in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of these premises and the covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged and agreed, and intending to be legally bound thereby, the Parties hereby agree as follows:

1. **AMENDMENTS TO AGREEMENT**

The Parties agree that Section 2.4(c) of the Agreement is hereby deleted and restated effective as of [redacted] in its entirety as follows:

> "(c) Each shipment of Product shall have a minimum volume of at least [redacted] vials. Each vial shall contain [redacted] doses of Product."

For clarity, the Price for all Product supplied by Pfizer under the Agreement on and after January 3, 2021 shall reflect [redacted] doses of Product per vial.

2. Except as otherwise amended under the terms of Section 1 herein, the Agreement, together with the side letter executed by the Parties on 13 November 2020, shall remain in full force and effect.

3. **COUNTERPARTS; FACSIMILE**

This Second Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that all Parties need not sign the same counterpart. This Second Amendment may be executed and delivered by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means.

[signature on following page]

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be duly executed and delivered as of the Second Amendment Effective Date.

Pfizer Pharmaceuticals Israel Ltd.	**Israeli Ministry of Health**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Hassan Ismael
C.F.O.
21/2/2021.

Prof. Chezy Levy M.D, M.H.A
Director General
Ministry of Health

נספח 5

תיקון 3 הסכם רכש

עמ' 78

CONFIDENTIAL

THIRD AMENDMENT TO MANUFACTURING AND SUPPLY AGREEMENT

THIS THIRD AMENDMENT AGREEMENT ("**Third Amendment**") is dated as of 14th April 2021 ("**Third Amendment Effective Date**"), is made by and between Pfizer Pharmaceuticals Israel Ltd. (hereinafter "**Pfizer**") and Israeli Ministry of Health, acting on its own behalf and on behalf of the State of Israel (hereinafter "**Purchaser**"), and amends the Manufacturing and Supply Agreement entered into by and between Pfizer and Purchaser on December 1, 2020 ("**Original Agreement**"), as amended by that certain Amendment to Manufacturing and Supply Agreement dated as of February 2, 2021 ("**First Amendment**"), and further amended by that certain Second Amendment to the Manufacturing and Supply Agreement dated as of February 22, 2021 ("**Second Amendment**") (the Original Agreement as amended by the First Amendment and Second Amendment is referred to as the "**Agreement**"). Capitalized terms used, but not defined herein, shall have the meaning ascribed to such terms in the Agreement.

WHEREAS, the Parties desire to enter into this Amendment to provide for the purchase of additional doses of Product by Purchaser under the Agreement for the benefit of the Israeli population;

WHEREAS, the Parties acknowledge that the purchase of additional doses will also enable the objectives of the project set forth in the Real-World Epidemiological Evidence Collaboration Agreement on January 6, 2021 ("**Collaboration Agreement**");

WHEREAS, in furtherance of such aims, the Parties desire to enter into this Third Amendment to provide for the purchase of additional doses of the current Product by Purchaser, with a separate option to purchase additional doses, and, upon development of an adapted product for variants of the Product, the purchase of such adapted product; and

WHEREAS, in accordance with Section 12.16 of the Agreement, the Parties desire to enter into this Third Amendment to amend such terms in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of these premises and the covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged and agreed, and intending to be legally bound thereby, the Parties hereby agree as follows:

1. AMENDMENTS TO AGREEMENT

The Parties agree to amend the Agreement as follows:

1.1 Section 1.42 of the Agreement is hereby deleted in its entirety and replaced with the following definition of Product:

> ""**Product**" means the medicinal product being BNT162b2, a nucleoside-modified messenger RNA (mRNA) vaccine that encodes an optimised SARS-CoV-2 full length spike glycoprotein (S) for which Authorization has been granted, including any subsequent minor variations approved for use in Israel pursuant to the Special Procedure 29 (or other legal procedure). For the avoidance of doubt, changes to the active substance or antigenic characteristics of BNT162b2 encoding a variant or new strain of SARS-CoV-2 as well as any new formulation of BNT162b2, including any ready-to-use liquid formulation or lyophilized formulation of BNT162b2, are explicitly excluded from the scope of the "Product" as defined herein."

1.2 Section 2.3 of the Agreement is hereby amended with the addition of the following subsections (c), (d), (e) and (f) as follows:

"(c) On the Third Amendment Effective Date, the Purchaser has agreed to purchase and shall submit to Pfizer [redacted] legally binding and irrevocable purchase orders as follows:

(i) an additional order for [redacted] Pfizer has invoiced Purchaser the full Price for such [redacted] Purchaser shall pay such invoice for [redacted] within [redacted] of the Third Amendment Effective Date. All amounts due hereunder shall be converted to Israeli New Shekel (ILS) which shall be determined based on the exchange rate used by The Wall Street Journal, Eastern U.S. Edition, at the time of invoice. Except as otherwise set forth in this Section 2.3(c), the [redacted] shall be subject to the same terms and conditions of this Agreement, as applicable, and the doses in such [redacted] shall be deemed Contracted Doses for purposes of the Agreement; and

(ii) an additional order for [redacted] The [redacted] be subject to the same terms and conditions of this Agreement, as applicable, and the doses in such [redacted] shall be deemed Contracted Doses for purposes of this Agreement. [redacted]

(d) **Option Grants.**

(i) [redacted]

(ii) [redacted]

[redacted]

(e) **Exercise of Options.**

[redacted]

1.3 Section 6.1 of the Agreement is hereby deleted in its entirety and amended and replaced with the following language:

"This Agreement shall commence on the Effective Date and shall continue until the later of [redacted]

1.4 Attachment B to the Agreement shall be deleted in its entirety and replaced with Attachment B attached to this Third Amendment to reflect the 2021 Additional Order and 2022 Additional Order.

2. The terms of this Third Amendment, including, without limitation, the terms relating to the Option, Pediatric Option, and Adapted Product, are Confidential Information and shall be subject to the terms set forth in Article 10 of the Agreement. Unless consent is granted by Pfizer, no announcement or disclosure will (a) include or infer the price per dose or the arrangements reached between Pfizer and Purchaser on the grant of an Option or Pediatric Option or the availability of any Adapted Product pursuant to this Agreement or delivery schedule for the Adapted Product, or (ii) contain information that would be material to Pfizer.

3. Except as otherwise amended under the terms set forth in this Third Amendment, the Agreement, together with the side letter executed by the Parties on 13 November 2020, shall remain in full force and effect.

4. This Third Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party, it being understood that all Parties need not sign the same counterpart. This Third Amendment may be executed and delivered by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means.

[signature on following page]

...WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be duly executed and ... of the Third Amendment Effective Date.

Pfizer Pharmaceuticals Israel Ltd.

Date: April 15, 2021

Name: [redacted]

Title: Country Manager, Pfizer Israel

DocuSigned by:
[redacted]
584AB28B20DB4AC...

April 15, 2021

Liron Rogel

Finance Director

DocuSigned by:
0B4CAC53F717483...

Israeli Ministry of ...

Date:

Name: Hassan Ismael

Title: C.F.O

Hassan Ismael, C.F.O

Prof. Chezy Levy

General Director

M.O.H.

Attachment B – Delivery Schedule and Price

Quarter	[redacted]	[redacted]	[redacted]
Doses	[redacted]	[redacted]	[redacted]
Price per dose (in US dollars)	[redacted]	[redacted]	-

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CONFIDENTIAL DISCLOSURE AGREEMENT
(Two way: Mutual Disclosure)

This Confidential Disclosure Agreement ("**Agreement**") is effective as of July 12th, 2020 ("**Effective Date**") and is made

Among:

Pfizer Inc, a corporation organized and existing under the laws of Delaware, with offices at 235 East 42nd Street, New York, New York 10017, USA ("**Pfizer**");**PfizerPfizer**; and Israeli Ministry of Health with offices at Jerusalem, Israel ("MOH")

WHEREAS, the Parties possess certain Confidential Information (as defined below) which relates to one or more proposed business arrangements involving the supply of modified RNA expressing influenza HA or SARS-CoV-2 proteins encapsulated in lipid nanoparticles in association with RNA influenza vaccine clinical trials and SARS-CoV-2 vaccine clinical trials (the "Proposed Transaction") and each desires to disclose to and receive from the other such Confidential Information for the Purpose (as defined below).

Pfizer and MOH are sometimes individually referred to herein as "Party" and collectively referred to herein as the "Parties.

The Parties agree as follows:

1) Definitions

"Affiliates" means, with respect to each Party, the Person(s) that (directly or indirectly) control, are controlled by, or are under common control with the named Party. For purposes of this definition, "control" (including, with correlative meanings, "controlled by", "controlling" and "under common control with") means (a) possession, direct or indirect, of the power to direct or cause direction of the management or policies of an entity (whether through ownership of securities or other ownership interests, by contract or otherwise), or (b) beneficial ownership of at least fifty percent (50%) of the voting securities or other ownership interest (whether directly or pursuant to any option, warrant or other similar arrangement) or other comparable equity interests of an entity.

"Confidential Information" means all confidential or proprietary information, other than Exempt Information, in any form concerning, the Purpose, in each case which is directly or indirectly disclosed by or on behalf of the Disclosing Party or its Affiliates to the Receiving Party or its Representatives pursuant to this Agreement during the Disclosure Period (as defined below) regardless of the manner in which it is disclosed, delivered, furnished, learned or observed, either marked "Confidential" or, if oral, declared to be confidential when disclosed and confirmed in writing within thirty (30) days of disclosure. Failure to mark Confidential Information disclosed in writing hereunder as "Confidential" shall not cause the information to be considered non-confidential, with the burden on the Disclosing Party, to prove such information clearly should have been known by a reasonable person with expertise on the subject matter, based on the nature of the information and the circumstances of its disclosure, to be Confidential Information, provided that the Disclosing Party has otherwise made good faith efforts to clearly mark Confidential Information as such.

"Disclosing Party" means the Party to this Agreement which discloses, or causes to be disclosed, Confidential Information to the other Party under this Agreement.

"Disclosure Period" means the period during which either Party may disclose Confidential Information to the other Party. The Disclosure Period shall commence on the Effective Date (as defined above), and shall expire [redacted] after such date, unless (i) the Disclosure Period is either extended or terminated earlier in writing by mutual agreement of the Parties, in which case the Disclosure Period shall expire on the date agreed by the Parties in such writing or (ii) the Disclosure Period is terminated pursuant to clause 3 below in which case the Disclosure Period shall expire on the date of termination.

"Exempt Information" means information that: (i) the Receiving Party or any of its Representatives lawfully possessed, as demonstrated by competent proof, before the Disclosing Party, or its Affiliates, disclosed such information under this Agreement; or (ii) was already generally available and in the public domain at the time of disclosure, or becomes public (other than as a result of breach of this Agreement by the Receiving Party or its Representatives); (iii) the Receiving Party or any of its Representatives lawfully obtains from a Person not in breach of any confidentiality obligation (or other prohibition from disclosing the information) to the Disclosing Party or its Affiliates with respect to such information (and Receiving Party has made reasonable enquiry with respect thereto); or (iv) the Receiving Party evidences to the reasonable satisfaction of the Disclosing Party is independently developed by or on behalf of the Receiving Party or its Representatives without the use of, reference to, aid from, or reliance on, the Confidential Information. In clarification of the foregoing, a general disclosure in the public domain will not cause more specific (but related) information to be deemed Exempt Information under one of the above exceptions; similarly, a combination of several pieces of information, which individually would be deemed Exempt Information, will not be deemed Exempt Information unless the combination itself is in the public domain, independently developed by the Receiving Party or its Representatives or otherwise lawfully in the possession of the Receiving Party or any of its Representatives.

"Person" means an individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, incorporated association, joint venture or similar entity or organization, including a government or political subdivision, department or agency of a government.

"Purpose" is to facilitate discussions and explore the Proposed Transaction or other relationship involving the Parties and/or one or more of their respective Affiliates.

"Receiving Party" means the Party to this Agreement which receives Confidential Information from the other Party under this Agreement.

"Representatives" means, with respect to Receiving Party, its Affiliates and its and their respective directors, officers, and employees, agents, contractors, consultants, advisors and representatives who (a) are subject to an obligation of confidentiality protecting the Confidential Information on terms no less restrictive than those contained in this Agreement; and (b) have a need to know the Confidential Information in connection with the Purpose.

"Restricted Market(s)" means the Crimean Peninsula, Cuba, the Donbass Region, Iran, North Korea, Sudan, and Syria, or any other country or region subject to sanctions by the United States or European Union.

"Restricted Party(ies)" means an individual or entity on the list of sanctioned entities maintained by the United Nations; the Specially Designated Nationals List and the Sectoral Sanctions Identifications List of the U.S. Treasury Department's Office of Foreign Assets Control; the U.S. Denied Persons List, the U.S. Entity List, and the U.S. Unverified List of the U.S. Department of Commerce; entities subject to restrictive measures and the Consolidated List of Persons, Groups and Entities Subject to E.U. Financial Sanctions, as implemented by the E.U. Common Foreign and Security Policy; the List of Excluded Individuals / Entities published by the U.S. Health and Human Services Office of Inspector General; any

lists of prohibited or debarred parties established under the U.S. Federal Food Drug and Cosmetic Act; the list of parties suspended or debarred from contracting with the U.S. government; and similar lists of restricted parties maintained by the governmental authorities of the countries that have jurisdiction over the activities conducted under this Agreement.

2) **Treatment of Confidential Information**

(a) The Receiving Party shall maintain, and shall cause its Representatives which have access to the Disclosing Party's Confidential Information to maintain, the confidentiality of the Disclosing Party's Confidential Information with the same degree of care as it maintains the confidentiality of its own confidential information, which in no event shall be less than a reasonable standard of care.

(b) The Receiving Party and its Representatives may use, copy and make extracts of the Disclosing Party's Confidential Information only in connection with the Purpose and, without limiting the foregoing, shall not use the Confidential Information for the benefit of the Receiving Party or any of its Representatives, or for the benefit of any other Person.

(c) The Receiving Party shall not disclose any of the Disclosing Party's Confidential Information to any Person other than its Representatives. The Receiving Party is liable to the Disclosing Party for any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement by any of its Representatives, whether or not such Representatives remain employed by or in contractual privity with the Receiving Party.

(d) Except as set out in clause 2(e) below, upon the Disclosing Party's written request, the Receiving Party shall promptly return to the Disclosing Party or, at the Receiving Party's option, destroy or delete all copies and extracts of the Disclosing Party's Confidential Information, in whatever medium, then in the Receiving Party's or its Representatives' possession. Upon the Disclosing Party's request, the Receiving Party shall confirm in writing as to any such destruction.

(e) Notwithstanding clause 2(d) above, the Receiving Party: (i) may retain a single copy of the Disclosing Party's Confidential Information for the sole purpose of ascertaining its ongoing rights and responsibilities in respect of such information; and (ii) shall not be required to destroy any computer files stored securely by the Receiving Party or its Affiliates that are created during automatic system back up, or retained for legal purposes by the legal division of the Receiving Party and its Affiliates, provided that such retained Confidential Information shall remain subject to the terms of this Agreement.

(f) Notwithstanding anything to the contrary contained herein, the Receiving Party shall be permitted to disclose (and the Receiving Party shall not be required to destroy) any of the Disclosing Party's Confidential Information that is required or requested to be disclosed by a governmental authority or pursuant to applicable law in connection with a legal or administrative proceeding, provided that the Receiving Party shall: (i) notify the Disclosing Party of any such disclosure requirement or request as soon as practicable; (ii) cooperate and reasonably assist with the Disclosing Party (at the Disclosing Party's cost) if the Disclosing Party seeks a protective order or other remedy in respect of any such disclosure and (iii) furnish only that portion of the Confidential Information which, in the opinion of Receiving Party's legal counsel, is responsive to such requirement or request.

(g) The Disclosing Party acknowledges and agrees that the Receiving Party may have present or future business activities or opportunities, including business activities or opportunities with other Persons, involving similar products, programs, technologies or processes that may compete with a product, program, technology or process included in the Confidential Information or covered by this Agreement. Accordingly, each Party acknowledges and agrees that nothing in this Agreement shall be

construed as a representation or inference that the other Party will not develop for itself, or enter into business relationships with other Persons regarding products, programs, technologies or processes that are similar to or that may compete with any product, program, technology or process included in the Confidential Information or covered by this Agreement, provided that Confidential Information shall not be used or disclosed in breach of this Agreement.

3) Term and Termination

The term during which disclosures may be made and received under this Agreement will be the Disclosure Period. Each Party's obligations under this Agreement will terminat[redacted] from the Effective Date. Notwithstanding the foregoing, either Party may terminate the Disclosure Period with immediate effect at any time, without cause and in its sole discretion, upon giving written notice.

4) Other Matters

(a) Each Party represents and warrants to the other that it has the legal power and authority to enter into and perform under this Agreement, and that it has the right to disclose its Confidential Information, without violating the rights or obtaining the consent of any Person. The Parties acknowledge that except as expressly set forth herein: (a) neither Party has made any representation, warranty, or promise to the other, express or implied, upon which either is entitled to rely in any way; and (b) the Parties specifically waive and disclaim any reliance, dependence or action based on any written or verbal statement or promise made by either Party to the other.

(b) Each Party will comply with any and all applicable import, export, and economic sanctions laws and regulations relating to its performance under this Agreement. Each Party will not, for activities under this Agreement, (1) engage in any such activities in a Restricted Market; (2) involve individuals ordinarily resident in a Restricted Market; or (3) involve companies, organizations, or governmental entities from a Restricted Market. Each Party agrees that it will not knowingly transfer to the other any goods, software, technology, information, or services that are (a) controlled at a level other than EAR99 under the U.S. Export Administration Regulations; (b) controlled under the U.S. International Traffic in Arms Regulations (ITAR); (c) specifically identified as an E.U. Dual Use Item; or (d) on an applicable export control list of a foreign country. Each Party certifies that (i) it is not on any Restricted Party list; and (ii) it is not owned or controlled by any individual or entity on any Restricted Party list.

(c) Neither this Agreement nor the performance by either Party hereunder shall transfer to the Receiving Party any proprietary right, title, interest or claim in or to any of the Disclosing Party's Confidential Information (including but not limited to any intellectual property rights subsisting therein) or be construed as granting a license to its Confidential Information.

(d) No Party is obligated to negotiate or enter into any other agreement and any evaluation or discussions may be terminated at the sole discretion of any Party at any time and for any reason. Each Party shall be responsible for its own expenses in connection with any evaluation or discussion relating to the Confidential Information or any possible transaction or other relationship between the Parties and/or one or more of their respective Affiliates. Unless and until a definitive agreement is executed and delivered by the Parties, no Party is under any legal obligation of any kind with respect to any transaction, except for the matters specifically agreed to in this Agreement, and the execution and delivery of such definitive agreement is a condition precedent to the creation of any legally binding obligation with respect to any transaction.

(e) A waiver by any Party of any term or condition of this Agreement must be in writing signed by the waiving Party. A waiver in one instance of a term or condition shall not be deemed a waiver of such term or condition in any other instance.

(f) This Agreement sets forth the Parties' entire understanding about its subject matter and supersedes any other prior agreement or understanding between the Parties about its subject matter. This Agreement may be amended, or any term hereof modified, only by a written instrument duly executed by authorized representatives of all Parties hereto.

(g) The Parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors and permitted assigns. No Party shall assign or delegate its obligations under this Agreement either in whole or in part without the prior written consent of the other Parties; provided, however, that any Party may assign this Agreement, without the other Parties' consent, to (a) an Affiliate or (b) a Person that acquires all or substantially all of the business or assets of the assigning Party relating to the subject matter of this Agreement, whether by merger, reorganization, acquisition, sale or otherwise. An assignment of this Agreement to an Affiliate under subsection (a) above shall not relieve the assignor of liability of its obligations hereunder. Any attempted assignment not in accordance with this clause 4(g) shall be void.

(h) Each Party shall maintain as confidential this Agreement, the fact that discussions are taking place between the Parties and the content of such discussions, and no Party shall issue or make, or cause to be issued or made, any announcement or any other public disclosure concerning this Agreement or the substance of any discussions between the Parties (except as required under applicable laws and regulations) without the prior written consent of the other Parties.

(i) If a court or other tribunal of competent jurisdiction should hold any term or provision of this Agreement to be excessive, invalid, void or unenforceable, the offending term or provision shall be deleted or revised to the extent necessary to be enforceable, and, if possible, replaced by a term or provisions which, so far as practicable, achieves the legitimate aims of the Parties.

(j) Receiving Party acknowledges that disclosure of Confidential Information contrary to the terms of this Agreement may cause irreparable harm and significant injury to Disclosing Party for which damages at law may not be an adequate remedy and agrees that Disclosing Party shall have, in addition to any other rights or remedies available to it at law or in equity, the right to seek (a) injunctive relief to enjoin any breach or violation or (b) specific performance of the provisions of this Agreement prohibiting disclosure and use of the Confidential Information.

(k) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same agreement. The Parties agree that execution of this Agreement by industry standard electronic signature software and/or by exchanging executed signature pages in .pdf format via e-mail shall have the same legal force and effect as the exchange of original signatures, and that in any proceeding arising under or related to this Agreement, each Party hereby waives any right to raise any defense or waiver based upon execution of this Agreement by means of such electronic signatures or maintenance of the executed agreement electronically.

(l) All notices given hereunder shall be in writing and shall be sent to the Parties hereto at the addresses set forth above or to such other address as a Party may provide. Any notice required to be given hereunder shall be deemed to have been sufficiently given, (i) when delivered in person, (ii) on the [redacted] after mailing by overnight courier service, or, where overnight courier service is unavailable, by other expedited delivery provided by a recognized express courier, or (iii) when delivered via e-mail, with receipt electronically confirmed; provided the original is delivered via one of the preceding methods on or prior to the [redacted] after transmission of the e-mail. Each notice shall specify the name and date of and parties to this Agreement.

(m) This Agreement shall be governed by and construed in accordance with the laws of the state of New York, without regard to the conflict of laws principles thereof, and all Parties submit to the exclusive jurisdiction of the courts of the Borough of Manhattan, State of New York, and the Federal courts of the United States of America located in the Southern District of New York.

SIGNATURES IMMEDIATELY FOLLOWING ON NEXT PAGE

IN WITNESS WHEREOF, duly-authorized representatives of the Parties have signed this Agreement as of the Effective Date.

Signed on behalf of Pfizer Inc.

By: _____

Print Name: [redacted]

Title: _____

Signed on behalf of Israeli Ministry of Health

By: Eli K.

Print Name: Prof. Chezy LEVY, M.D. M.H.A Eli Kahn

Title: Director General, Israeli Ministry of Health Deputy C.E.O

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