CAPACITY RESERVATION AGREEMENT

between

The United Kingdom
(initially represented by the Department of
Business Energy and Industrial Strategy)

("**UK**")

and

Aventis Pharma Limited
Company number – 01535640
Thames Valley Park Drive,
Reading, Berkshire, England, RG6 1PT

("Aventis Pharma Ltd")

and

GlaxoSmithKline Biologicals S.A.
Rue de l'Institut 89
B-1330 Rixensart
Belgium

("**GSK**")

regarding

Capacity Reservation of COVID-19 Adjuvanted Pandemic Vaccine

CAPACITY RESERVATION AGREEMENT

PREAMBLE

Terms used in this Preamble are further defined in Article 1 below.

Whereas:

A. GSK owns and controls certain intellectual property rights, data (including established scientific and safety data), know-how and technologies with respect to the Adjuvant and its use in the development and use of vaccines.

B. Sanofi Pasteur an Affiliate of Aventis Pharma Ltd owns and controls certain intellectual property rights with respect to the S Antigen as well as its related BEVS system used in connection with the production of such S Antigen.

C. Aventis Pharma Ltd has been appointed by Sanofi Pasteur to commercialize Sanofi Pasteur's vaccines in the United Kingdom.

D. On July 9, 2020, Sanofi Pasteur and GSK entered into a Collaboration and License Agreement to develop and manufacture the Adjuvanted Pandemic Vaccine, which incorporates the Adjuvant and S Antigen components, both in multidose vials and to be reconstituted at bedside before injection.

E. Sanofi Pasteur and GSK are actively building their production capacities for the Adjuvanted Pandemic Vaccine.

F. Sanofi Pasteur and GSK aim at making available hundreds of millions of doses of Adjuvanted Pandemic Vaccine globally directly or through their respective Affiliates which, as at the Effective Date, are targeted for supply in the second half of 2021, as soon as possible after clinical trial success and regulatory approval.

G. To achieve this ambition in terms of volume manufacturing and time to supply, Sanofi Pasteur and GSK are mobilising their network of internal industrial sites and contract manufacturing organisations.

H. The UK wishes to secure supply of the Adjuvanted Pandemic Vaccine for human use during the COVID-19 Pandemic as promptly as possible. In this regard, on July 21, 2020, Sanofi Pasteur, GSK and the UK entered into a non-binding term sheet for the reservation of production capacity by the UK and supply to the UK of the Adjuvanted Pandemic Vaccine (the "**Term Sheet**"). The Term Sheet anticipates that Sanofi Pasteur, GSK and/or their Affiliates and the UK will enter into (1) a capacity reservation agreement, and (2) an advance purchase agreement.

This Agreement constitutes the "Reservation Agreement" as referred to in the Term Sheet and sets out terms upon which the Parties will collaborate with respect to the acceleration of the at-risk production of the Reserved Volume of the Adjuvanted Pandemic Vaccine for supply to the UK, including terms governing the [redacted] payable by the UK under this

Agreement, and also certain terms that will be incorporated into the Advance Purchase Agreement. Now, therefore, the UK, Aventis Pharma Ltd and GSK have agreed as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, unless otherwise specified or inconsistent with the context, the following definitions shall apply:

"**Actual Cause**" means a cause or factor without which the event could not have occurred.

[redacted]

"Adjuvant" means the squalene-based adjuvant component of the Adjuvanted Pandemic Vaccine, developed by GSK.

"Adjuvanted Pandemic Vaccine" means the adjuvanted COVID-19 vaccine, comprising the Adjuvant and S Antigen, to be developed by Sanofi Pasteur and GSK.

"Advance Purchase Agreement" means the advance purchase agreement for the purchase by the UK of the Adjuvanted Pandemic Vaccine to be entered into by the Parties pursuant to Article 4, and containing the terms (among others) set out in Exhibit A.

"Affiliate" means any company which Controls, is Controlled by or is under common Control with Aventis Pharma Ltd and/or GSK, as applicable, and/or its respective ultimate parent company, as applicable.

"Agreement" means this capacity reservation agreement including all Exhibits, as amended from time to time.

"Amended Price Effective Date" has the meaning set out in Clause 5.3.

"Clinical Trial" means a clinical investigation of the Adjuvanted Pandemic Vaccine conducted on human subjects.

"Component(s)" means the Adjuvant and/or the S Antigen as the context allows.

"**Confidential Information"** means any and all information of any kind disclosed directly or indirectly by one Party and/or any of its Affiliates or Representatives to the other Party and/or any of its Affiliates or Representatives (whether in written, oral, electronic or in any other form and whether or not such information is expressly stated to be confidential or marked as such) pursuant to or in connection with this Agreement.

"Control" means the holding, directly or indirectly, of:

a) equal to or more than fifty percent (50%) of the voting share capital of a company; or

b) the power to appoint at least one half of the Board of Directors or similar body of a company; or

c) the power, by virtue of the constitution of the company or other arrangements or documents regulating that company, to secure that the affairs of a company are conducted in accordance with the holder's wishes.

[redacted]

"Dose" means a single dose of Adjuvanted Pandemic Vaccine for a healthy adult based on a final drug product dosage of 5µg of S Antigen per dose. The Advance Purchase Agreement shall contain full details of how the Adjuvanted Pandemic Vaccine will be packaged, administered and supplied.

"Effective Date" means the date when all Parties have executed this Agreement.

"EIR" has the meaning set out in Clause 11.2.1.

"EMA" means the European Medicines Agency, or any successor agency thereto.

"Events of Force Majeure" has the meaning set out in Clause 11.3.1.

"FOIA" has the meaning given to it in Clause 11.2.1.

"Good Manufacturing Practice" or **"GMP"** means all applicable Good Manufacturing Practices, as current and in force at the applicable time, including: (i) the applicable part of quality assurance to ensure that products are consistently produced and controlled in accordance with the quality standards appropriate for their intended use, as defined in European Commission Directive 2003/94/EC laying down the principals and guidelines of good manufacturing practice; (ii) the principles detailed in the United States Current Good Manufacturing Practices, 21 C.F.R. Sections 210, 211, 601, 610 and 820; (iii) the Rules Governing Medicinal Products in the European Community, Volume IV Good Manufacturing Practice for Medicinal Products; (iv) the principles detailed in the ICH Q7A guidelines; and (v) the equivalent Applicable Laws in any relevant country, each as may be amended and applicable from time to time.

"**GSK Pasteur**[redacted]" has the meaning set out in paragraph 7.2 of Exhibit A.

"**Injury**" has the meaning set out in paragraph 7.2 of Exhibit A.

"**Losses**" has the meaning set out in paragraph 7.2 of Exhibit A.

"Marketing Authorisation" means regulatory approval (emergency use, conditional approval or otherwise) for the administration and use of the Adjuvanted Pandemic Vaccine in the UK.

"MHRA" means the UK Medicines and Healthcare products Regulatory Agency, or any successor agency thereto.

[redacted]

[redacted]

"Parties" means the UK, Aventis Pharma Ltd and GSK, and "**Party**" shall mean each of them, as the context dictates.

"**Phase I/II Clinical Trial**" means a Clinical Trial of the Adjuvanted Pandemic Vaccine, carried out in a limited number (e.g. few hundreds) of healthy adults, to select the dose level and immunization schedule for the Phase III Clinical Trial and to test the properties of the Adjuvanted Pandemic Vaccine, including preliminary information about the Adjuvanted Pandemic Vaccine's ability to produce its desired effect (immunogenicity) in target population and general safety.

"**Phase III Clinical Trial**" means a pivotal Clinical Trial with a defined dose and immunization schedule of the Adjuvanted Pandemic Vaccine and conducted on a sufficient number of subjects to fully assess protective efficacy and safety of the Adjuvanted Pandemic Vaccine which trial is necessary to support the Marketing Authorisation.

"Price per Dose" means the price per Dose of the Adjuvanted Pandemic Vaccine which shall be equal to [redacted]

"Regulatory Approvals" has the meaning set forth in Article 6.

"Representative" means a Party's employees, officers, agents, consultants or subcontractors.

"Reserved Volume" means up to sixty million (60,000,000) doses of Adjuvanted Pandemic Vaccine.

"**Aventis Pharma Ltd Indemnified Entities**" has the meaning set out in paragraph 7.2 of Exhibit A.

"S Antigen" means the recombinant COVID-19 Spike protein antigen component of the Adjuvanted Pandemic Vaccine, developed by Sanofi Pasteur.

"Term" means the term of this Agreement as set out in Clause 10.1.

"Term Sheet" has the meaning set forth in Recital H

"Third Party Claim" means any third-party claim, complaint, suit, proceedings or cause of action brought against Aventis Pharma Ltd and/or GSK and/or any of their respective Affiliates before any courts in the UK.

"Total Price" means the total price for the Reserved Volume at the Price per Dose which shall equal [redacted]

1.2. Interpretation

In this Agreement, the following rules of interpretation shall apply:

a) references to the singular include the plural and vice versa;

b) a reference to any law shall include a reference to any revision or re-enactment of that law;

c) references to "days" are to all calendar days including weekends and bank or public holidays in the United Kingdom and references to "week" are to a period of seven consecutive days;

d) references to "GSK" shall be to GlaxoSmithKline Biologicals S.A., and its Affiliates acting together or to each of GlaxoSmithKline Biologicals S.A. and its Affiliates acting severally, as the context allows;

e) references to " Aventis Pharma Ltd"" shall be to Aventis Pharma Ltd., and its Affiliates (expressly including Protein Sciences Corp. , Sanofi Pasteur Inc. and Sanofi Pasteur SA) acting together or to each of Aventis Pharma Ltd and its Affiliates acting severally, as the context allows;

f) references to "the UK" shall be to the Department of Business, Energy and Industrial Strategy of the UK Government, or any successor agency thereto, and it is acknowledged that the UK is acting on behalf of England, Scotland, Wales and Northern Ireland;

g) references to Exhibits are to the exhibits attached to this Agreement, as varied, updated and/or replaced from time to time in accordance with this Agreement; and

h) references to 'including' shall be construed without limitation.

2. VOLUME OF ADJUVANTED PANDEMIC VACCINE AVAILABLE FOR UK

2.1. Subject to the terms and conditions of this Agreement and the Advance Purchase Agreement, Aventis Pharma Ltd and GSK shall, respectively, manufacture the S Antigen and the Adjuvant [redacted] on an accelerated basis, and supply to the UK, the Reserved Volume of Adjuvanted Pandemic Vaccine. Aventis Pharma Ltd and GSK shall, to the greatest extent possible, ensure manufacture of the S Antigen and the Adjuvant, for supply to the UK, takes place [redacted] Aventis Pharma Ltd and GSK may use [redacted]

2.2. The Parties acknowledge that it is their common intention to make available for the UK, as soon as possible, the Reserved Volume of the Adjuvanted Pandemic Vaccine, which requires Aventis Pharma Ltd and GSK to start producing the Adjuvanted Pandemic Vaccine as soon as possible and while the Adjuvanted Pandemic Vaccine is still under development.

2.3. The Parties acknowledge that the acceleration of the at-risk production of the Reserved Volume of Adjuvanted Pandemic Vaccine for the UK will require Aventis Pharma Ltd and GSK to support substantial expenditures related to the manufacturing and supply of such Reserved Volume. Consequentially, the Parties agree to share the financial risk related to such manufacturing and supply of the Adjuvanted Pandemic Vaccine in accordance with the terms of this Agreement and the Advance Purchase Agreement.

2.4. This Agreement sets out the terms upon which the UK shall pay the [redacted] and certain principles relating to the execution of the Advance Purchase Agreement between the Parties. For the avoidance of doubt, the terms of supply by Aventis Pharma Ltd and GSK of the Reserved Volume of Adjuvanted

Pandemic Vaccine shall be set out in the Advance Purchase Agreement. The Parties acknowledge that Aventis Pharma Ltd and GSK shall, subject to the terms of the Advance Purchase Agreement, apply for the Marketing Authorisation [redacted] and begin to supply the Reserved Volume of Adjuvanted Pandemic Vaccine to the UK [redacted] The Parties acknowledge that delivery to the UK shall be on a pro-rated basis, by comparing the confirmed amounts of Reserved Volume with the overall confirmed volume commitment to the European Commission and the EU Member States and, [redacted] supplying doses on a pro-rata basis to the UK using the resulting percentage allocate available manufactured volume of the Adjuvanted Pandemic Vaccine. For example, in the event that the UK orders 50 million doses of the Adjuvanted Pandemic Vaccine and the EU Member States order 150 million doses of the Adjuvanted Pandemic Vaccine for delivery [redacted], and the available manufactured volume of the Adjuvanted Pandemic Vaccine is equal to 200 million doses, then, as such volume is made available, 25% of such available manufactured volume shall be made available to the UK and 75% of such available manufactured volume shall be made available to the EU Member States. As an additional example, in the event that the UK orders 10 million doses of the Adjuvanted Pandemic Vaccine and the EU Member States order 200 million doses of the Adjuvanted Pandemic Vaccine for delivery [redacted], and the available manufactured volume of the Adjuvanted Pandemic Vaccine is equal to 210 million doses, then, as such volume is made available, 4,76% of such available manufactured volume shall be made available to the UK and 95,24% of such available manufactured volume shall be made available to the EU Member States.

3. PRICE

[redacted]

[redacted]

4. ADVANCE PURCHASE AGREEMENT

4.1. Promptly following the satisfactory completion of the Phase I/II Clinical Trial, Aventis Pharma Ltd and GSK will provide the UK with [redacted]

4.2. Following receipt of [redacted] the UK shall determine [redacted] whether it intends to purchase the Adjuvanted Pandemic Vaccine from Aventis Pharma Ltd and GSK. The UK shall promptly communicate its decision to Aventis Pharma Ltd and GSK, and in any event shall do so [redacted]

4.3. If the UK confirms its intention to purchase the Adjuvanted Pandemic Vaccine from Aventis Pharma Ltd and GSK, the Parties shall negotiate the Advance Purchase Agreement in good faith and shall enter into the Advance Purchase Agreement [redacted] For the avoidance of doubt, the Advance Purchase Agreement shall contain the terms (among others) set out in Exhibit A.

4.4. If the UK does not confirm its intention to purchase the Adjuvanted Pandemic Vaccine from Aventis Pharma Ltd and GSK [redacted] this Agreement will terminate in accordance with Clause 10.2.

5. [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

6. REGULATORY APPROVALS

Aventis Pharma Ltd and GSK are wholly responsible for obtaining any permit, approval, license, authorisation, registration or notification from or by the MHRA, EMA or other applicable regulatory authority, required to manufacture and supply (in the context of Clinical Trials and otherwise) the Adjuvanted Pandemic Vaccine in the UK (including the Marketing Authorisation) (collectively, "**Regulatory Approval**s"). The UK shall provide advisory assistance reasonably requested by Aventis Pharma Ltd and/or GSK to secure, prior to the supply of any Adjuvanted Pandemic Vaccine under the Advance Purchase Agreement, any and all such Regulatory Approvals.

7. WARRANTIES

7.1. General

7.1.1. [redacted]

7.2. Warranty by GSK

GSK represents and warrants that it is legally entitled and has the full power to enter into this Agreement, to carry out its obligations under this Agreement either directly or by engaging its Affiliates or sub-contractors and to grant the rights and benefits granted by it to the UK under this Agreement and by doing so does not infringe any agreement with any third party.

7.3. Warranty by Aventis Pharma Ltd

Aventis Pharma Ltd represents and warrants that it is legally entitled and has the full power to enter into this Agreement, to carry out its obligations under this Agreement either directly or by engaging its Affiliates or sub-contractors and to grant the rights and benefits granted by it to the UK under this Agreement and by doing so does not infringe any agreement with any third party.

7.4. Warranties by both GSK and Aventis Pharma Ltd

GSK and Aventis Pharma Ltd jointly and severally warrant and represent that:

(a) they shall: (i) comply with all relevant law and guidance to ensure that there is no slavery or human trafficking in its supply chains; and (ii) notify the UK

immediately if it becomes aware of any actual or suspected incidents of slavery or human trafficking in its supply chains;

(b) they shall at all times conduct their business in a manner that is consistent with any anti-slavery policy of the UK and shall provide to the UK any reports or other information that the UK may request as evidence of their compliance with this Clause;

(c) it has notified the UK in writing of any occasions of non-compliance with tax legislation or any litigation that it is involved in that is in connection with any occasions of non-compliance with tax legislation.

7.5. **Warranty by UK**

The UK represents and warrants that:

a) it is legally entitled and has the full power to enter into this Agreement, to carry out its obligations under this Agreement and to grant the rights and benefits granted by it to Aventis Pharma Ltd and GSK respectively under this Agreement and by doing so does not infringe any agreement with any third party; and

b) [redacted]

8. LIABILITY TOWARDS THIRD PARTIES AND INDEMNIFICATION – PRODUCT LIABILITY

8.1. [redacted]

9. LIMITATION OF LIABILITY

9.1. **Interpretation**

Where it is stated that Aventis Pharma Ltd and/or GSK or any of its or their respective Affiliates "anticipates", "estimates", "expects" or "believes", or where there is a stated "assumption" that an event or occurrence will happen on or by a certain date, such anticipated, estimated, expected, believed or assumed happening or date of such happening is only Aventis Pharma Ltd's and/or GSK's or the respective Affiliate's current good faith expectation and is not a commitment, guarantee or undertaking. Aventis Pharma Ltd, GSK and their respective Affiliates shall not be liable where such anticipated or expected events or happenings do not occur or do not occur by the anticipated, estimated or expected date.

9.2. **Limitation of Liability**

9.2.1. Each Party shall be severally liable under this Agreement.

9.2.2. Nothing in this Agreement shall exclude or limit a Party's liability to any third party or each other to the extent it would be illegal or invalid in any way for that Party to exclude or attempt to exclude or limit its liability under the laws of England and Wales.

9.2.3. [redacted]

10. TERM AND TERMINATION

10.1. **Term**

This Agreement shall come into force on the Effective Date and shall remain valid, unless and until terminated in accordance with this Article 10 (the "**Term**").

10.2. **Termination on Occurrence of Certain Events**

This Agreement shall automatically terminate on the earlier of:

- [redacted]
- [redacted]
- [redacted]

10.3. **Termination by Either Party**

This Agreement may be terminated, on the one hand by the UK, or on the other by Aventis Pharma Ltd and/or GSK, if the other Party is in material breach of its obligations under this Agreement and has not remedied such breach within [redacted]

10.4. **Effect of Termination**

[Articles 1. (Definitions and Interpretation), 2.3. (in so far as it relates to circumstances when the [redacted]), 7. (Warranties), 8. (Liability Towards Third Parties and Indemnification), 9. (Limitation of Liability), this Clause 10.4, Clauses 11.1 (Confidentiality), 11.9. (Assignment) and 12. (Governing Law and Jurisdiction) shall survive termination or expiration of this Agreement. Termination shall not prejudice the rights of any Party accrued as at the date of termination.

11. MISCELLANEOUS

11.1. **Confidentiality**

11.1.1. Each Party undertakes and shall procure that any third party to whom disclosure may be made under this Article 11 undertakes, for the benefit of the other Party, to treat the Confidential Information as confidential and shall keep it confidential, and shall not disclose such Confidential Information to third parties.

11.1.2. The above obligation shall not apply to Confidential Information to the extent that such information at the time of disclosure (whether such disclosure was or is made before or after the Effective Date):

a) is or becomes generally available to the public other than as a result of a disclosure by that Party or any of its Representatives in violation of this Article 11;

b) was lawfully in the possession of that Party or any of its Representatives prior to such information being received from the other Party or any of its Representatives free of any restriction as to its use and disclosure (as can be demonstrated by that Party's or its Representative's written records);

c) becomes available to that Party or any of its Representatives thereafter, provided that at the time of its receipt such information is not, to the best of that Party's and its Representative's knowledge, subject to any confidentiality or restricted-use obligation for the benefit of the other Party; and/or was lawfully in the possession of that Party or any of its Representatives prior to such information being received from the other Party or its Representatives free of any restriction as to its use and disclosure (as can be demonstrated by that Party's or its Representative's written records);

d) is independently developed by that Party or any of its Representatives without reference to the other Party's Confidential Information (as can be demonstrated by that Party's or its Representative's written records).

11.1.3. Subject to the provisions of this Article 11, or unless otherwise agreed to in writing by the other Party, during the Term of this Agreement and for a period [redacted] each Party hereby agrees not to:

a) disclose any Confidential Information of the other Party to any person other than its Representatives who need to know the Confidential Information for the purpose of this Agreement; and

b) use any Confidential Information of the other Party for any purpose other than in connection with this Agreement.

11.1.4. GSK and Aventis Pharma Ltd hereby give consent for the UK to publish this Reservation Agreement (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA and or the Environmental Information Regulations, including but not limited to commercially sensitive information, redacted), including from time to time agreed changes to this Reservation Agreement, to the general public.

11.1.5. If a Party (the "**Disclosing Party**") is required by applicable law or regulation, by applicable stock exchange regulation, by legal or parliamentary process or Government policy, or for the purposes of enforcement of its rights under this Agreement, to disclose all or any portion of the Confidential Information of the other Party, the Disclosing Party (or its Representative) may so disclose such Confidential Information, provided that the Disclosing Party shall, to the extent permitted by law:

a) provide the other Party with a written notice of such requirement so that the other Party may seek a protective order or other appropriate remedy;

b) exercise commercially reasonable efforts to narrow the scope of any such requirement and consult with the other Party to that effect; and

c) if such protective order or other remedy is not obtained, furnish only that portion of the Confidential Information which the Disclosing Party (or its Representative) is compelled to disclose and exercise commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information.

11.1.6. In the event of termination of this Agreement, each Party shall (and shall ensure that its Representatives shall) promptly, upon the other Party's written request, return all copies of Confidential Information of such other Party in its possession or in the possession of any of its Representatives and destroy all information or other documents derived from such Confidential Information. If so requested, the other Party shall confirm in writing that its undertakings relating to the return or destruction of any such Confidential Information have been complied with.

11.1.7. For the purposes of this Agreement, the Confidential Information of Aventis Pharma Ltd and GSK shall, for the avoidance of doubt, include the Price per Dose, the Total Price, [redacted] Information specific to the Adjuvant shall be the Confidential Information of GSK, and information specific to the S Antigen shall be the Confidential Information of Sanofi Pasteur.

11.1.8. Notwithstanding the terms of this Clause 11.1, Aventis Pharma Ltd and GSK agree that the UK may disclose the Price per Dose, the Total Price and the pricing and payment structure to such agencies or offices of the Government of the United Kingdom who need to know such information for use as an internal reference price for other COVID-19 vaccines, provided the UK uses commercially reasonable efforts to ensure such disclosure is subject to an assurance that confidential treatment will be accorded to such Confidential Information.

11.1.9. The Parties agree that the UK (or any other agency or office of the Government of the United Kingdom), Aventis Pharma Ltd (or any Affiliate) and GSK (or any Affiliate) may issue a press release and/or make a public announcement about the signing of this Agreement and the transactions contemplated by it. The Parties will exchange and agree in good faith draft press releases prior to publication. Date and time of press releases and/or public announcements shall be agreed between the Parties in good faith.

11.2. **Freedom of Information**

11.2.1. Aventis Pharma Ltd and GSK acknowledge that the UK, along with other agencies and offices of the Government of the United Kingdom, including the National Audit Office and the Parliament of the United Kingdom (collectively, the "**UK Government Agencies**"), are subject to requirements under the Freedom of Information Act 2000 ("**FOIA**") and the Environmental Information Regulations 2004 ("**EIR**") which may require the UK Government Agencies to disclose information to third parties on request.

11.2.2. In the event that any UK Government Agency receives a request for information under the FOIA or the EIR which may relate to Aventis Pharma Ltd's and/or GSK's confidential information, prior to making any disclosure of such information it shall notify and consult with Aventis Pharma Ltd and/or GSK, as applicable, and shall allow Aventis Pharma Ltd and/or GSK a reasonable opportunity to make representations to such UK Government Agency as to the applicability of any exemptions Aventis Pharma Ltd and/or GSK believe(s) apply to such information under the FOIA or EIR (as applicable). The UK Government Agency shall give due consideration to those representations received within [redacted] receipt of their notification under this Clause 11.2.2 and shall give Aventis Pharma Ltd and/or GSK, as applicable, reasonable advance notice of what (if any) information it intends to disclose to satisfy the request having given such due consideration.

11.3. **Force Majeure**

11.3.1. No Party shall be responsible or liable to the other Party for any failure to perform any of its covenants or obligations under this Agreement if such failure results from events or circumstances reasonably beyond the control of such Party including, without limitation, war or other national emergency, riot, fire, explosion, pandemic, flood or other Act of God, general and long-lasting strike affecting the activity of either Party, the inability of a Party to perform under this Agreement due to an injunction or blockade imposed by a jurisdiction acting further to a claim for infringement of intellectual property rights by a third-party any injunction, decree, order, law or regulation of any public authority or any decision by a government such as a constraint order or requisition or embargo, or any inability to obtain electricity, fuel or raw material (collectively, "**Events of Force Majeure**").

11.3.2. The affected Party shall (i) forthwith inform the other Party in writing of the occurrence of the Event of Force Majeure and (ii) exert reasonable efforts to eliminate, cure or overcome any such Event of Force Majeure and to resume performance hereunder with all possible [redacted]

11.4. **Relationship of Parties**

The Parties are independent contractors under this Agreement and no other relationship, including partnership, franchise, joint venture, agency, employer/employee, fiduciary, or other special relationship is intended. No Party shall act in a manner which expresses or implies a relationship other than that of independent contractor, nor attempt to bind another Party.

11.5. **Notices**

Notices provided for in this Agreement shall only be valid if duly signed by the relevant Party and transmitted by registered mail or delivered by hand to the address of the recipient as set out below:

If to Aventis Pharma Ltd : General Counsel SP

Aventis Pharma Ltd

Thames Valley Park Drive,
Reading, Berkshire, England, RG6 1PT

If to GSK: General Counsel, GSK Vaccines

GlaxoSmithKline Biologicals SA
Rue de l'Institut 89
B-1330 Rixensart
Belgium

If to the UK: Attention: Director General of the Vaccine Task Force

Secretary of State, Department for Business, Energy and Industrial Strategy
1 Victoria St
Westminster
London
SW1H 0ET

With copy to: Permanent Secretary, Department for Business, Energy & Industrial Strategy

Secretary of State, Department for Business, Energy and Industrial Strategy
1 Victoria St
Westminster
London
SW1H 0ET

11.6. **Entire Agreement**

11.6.1. This Agreement contains all the arrangements made between the Parties in connection with the development of the Adjuvanted Pandemic Vaccine. It is the intention of the Parties that this Agreement be executed in the English language. In the case of any translation of this Agreement, the English version of this Agreement shall prevail.

11.6.2. Any amendment of the Agreement and any future representation relating to the Adjuvanted Pandemic Vaccine is only valid if made in writing as an amendment to this Agreement and signed by authorised signatories of all Parties.

11.7. **Severability**

Should any part of this Agreement be or become or be found by a court, arbitration panel or judicial or administrative body to be void, ineffective or unenforceable for any reason, the validity of the remaining sections of this Agreement shall not be affected. In such a case, the ineffective section or sub-section shall be deemed as replaced by provisions achieving the purpose of this Agreement as far as possible.

11.8. **Counterparts**

This Agreement may be executed in counterparts, each of which shall be an original and which together shall constitute one and the same instrument.

11.9. **Assignment**

This Agreement and/or any right and obligation under this Agreement may only be assigned to third parties with the prior written consent of the non-assigning Parties, provided that neither Aventis Pharma Ltd nor GSK [redacted]

12. GOVERNING LAW AND JURISDICTION

The interpretation and operation of this Agreement and any assessment of the legal validity of the agreed forum for dispute resolution shall be governed by the law of England and Wales provided that any treaty shall hereby be expressly excluded.

Any dispute arising out or relating to this Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration. The arbitration shall be conducted under the rules of the International Chamber of Commerce (ICC), in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The arbitration shall be conducted by three arbitrators. The claimant shall appoint an arbitrator in its request for arbitration. The respondent shall appoint an arbitrator within 30 days of the receipt of the request for arbitration. The two arbitrators shall appoint a third arbitrator within 30 days after the appointment of the second arbitrator. The third arbitrator shall act as the chair of the tribunal. If any of the three arbitrators is not appointed within the time prescribed above, then the ICC shall appoint that arbitrator.

The seat of the arbitration shall be London, and it shall be conducted in English. The Parties submit to the non-exclusive jurisdiction of the High Court in London for the limited purpose of enforcing this agreement to arbitrate. The arbitration award shall be final and binding, and judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party and its assets.

The above is expressly without prejudice to, and shall not be construed as a waiver of, the right of any Party to seek injunctive or similar interim relief in any court of competent jurisdiction.

The Parties agree that the arbitration shall be kept confidential and that the existence of and any aspect of the proceeding shall not be disclosed beyond the tribunal, ICC International Court of Arbitration, the Parties and their Affiliates, their counsel, insurers and re-insurers, accountants and auditors, and any person necessary to the conduct of the proceeding. The confidentiality obligations shall not apply if (i) disclosure is required by law or (ii) to the extent necessary to enforce the rights arising out of the award.

[SIGNATURES APPEAR ON THE NEXT PAGE]

AGREED FOR AND OH BEHALF OF THE PARTIES

Place, Date: 14.09.2020

The Secretary of State for the Department of Business, Energy and Industrial Strategy

[NAME] [redacted]
[Title] DG Vaccine Taskforce

Place, Date: _____

Aventis Pharma Ltd.

_____
[NAME]
[Title]

Place, Date: _____

GlaxoSmithKline Biologicals S.A.

_____
[NAME]
[Title]

AGREED FOR AND OH BEHALF OF THE PARTIES

Place, Date: _____

The Secretary of State for the Department of Business, Energy and Industrial Strategy

_____
[NAME]
[Title]

Place, Date: Sep 15, 2020

Aventis Pharma Ltd.

[redacted]
_____
[redacted]
Managing Director, Sanofi UK

Place, Date: Sep 15, 2020
GSK

[redacted]

Place, Date: Sep 15, 2020
GSK

[redacted]

EXHIBIT A

[redacted]

2. VOLUME OF ADJUVANTED PANDEMIC VACCINE

2.1. [redacted]

2.2. The Adjuvanted Pandemic Vaccine is a refrigerator-stable product, which allows to leverage standard distribution and delivery infrastructure for vaccines. These anticipated volumes and delivery timelines are indicative only and are based on current assumptions around manufacturing, yield, and release.

3. PRICE

[redacted]

4. [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

5. [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

6. WARRANTIES

Aventis Pharma Ltd and GSK will warrant that the Adjuvanted Pandemic Vaccine [redacted]

7. LIABILITY TOWARDS THIRD PARTIES AND INDEMNIFICATION

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

8. TERMS FROM THE CAPACITY RESERVATION AGREEMENT

All relevant provisions of the Capacity Reservation Agreement, including (without limitation) [redacted]

EXHIBIT B

[redacted]

[redacted]

- [redacted]
- [redacted]
- [redacted]
- [redacted]

[redacted]

- [redacted]
- [redacted]
- [redacted]

[redacted]

- [redacted]
- [redacted]

[redacted]

EXHIBIT C

MANUFACTURING DATA

- Detailed manufacturing and supply plan
  - Volume of doses that can be supplied with schedule for 2021
  - Confirmation of corresponding manufacturing footprint (for both S Antigen and Adjuvant, drug substance and drug product)

EXHIBIT D

AFFILIATES

INTENTIONALLY LEFT BLANK

Exhibit E

[redacted]