EXECUTION VERSION

Confidential

DATED 15 JANUARY 2021

JANSSEN PHARMACEUTICA NV

-and-

THE SECRETARY OF STATE FOR BUSINESS, ENERGY AND INDUSTRIAL STRATEGY, ACTING ON BEHALF OF THE CROWN

ADVANCE PURCHASE AGREEMENT

FOR SARS-CoV-2/COVID-19 VACCINE

TABLE OF CONTENTS

THIS AGREEMENT is made as of **15 January 2021**

BETWEEN

1. **JANSSEN PHARMACEUTICA NV**, incorporated in Belgium with company number 0403834160 whose registered office is at 30 Turnhoutseweg, B-2340 Beerse ("**Janssen**"); and

2. **THE SECRETARY OF STATE FOR BUSINESS, ENERGY AND INDUSTRIAL STRATEGY**, acting on behalf of the Crown, of 1 Victoria Street, London, SW1H 0ET ("**Government Purchaser**"),

together the "**Parties**" and each a "**Party**".

WHEREAS:

A. The world is experiencing an emergency healthcare crisis from SARS-CoV-2/COVID-19.

B. The Johnson & Johnson group of companies, to which Janssen is an Affiliate (as defined below), is developing the Vaccine Candidate (as defined below), through its Affiliate company Janssen Pharmaceuticals, Inc., in response to the current SARS-CoV-2/COVID-19 pandemic, leveraging its proprietary AdVac® and high yielding manufacturing platforms, as well as its experience and capabilities from the development of its Ebola vaccine and investigational HIV, RSV and Zika vaccine candidates, with the aim of making available a safe and efficacious vaccine in 2021.

C. In response to the current SARS-CoV-2/COVID-19 pandemic and in view of the medical urgency, Janssen, together with its Affiliates, is currently executing an accelerated clinical development plan for the Vaccine Candidate, initiating multiple large multi-country studies within highly compressed timelines, based on the outcomes of multiple pre-clinical studies and initial clinical studies performed world-wide.

D. In parallel, and in an effort to ensure accelerated availability and deployment, Janssen, together with its Affiliates, is at risk expanding its internal and external global manufacturing network for the Vaccine Candidate, i.e. prior to the generation of the clinical data that is usually available before contemplating such further investment in a candidate, and in parallel to the development of the commercial scale, manufacturing process.

E. Janssen is discussing with regulatory authorities around the world on, when and how Janssen could receive appropriate marketing approvals for the Vaccine Candidate.

F. Government Purchaser and Janssen agreed to the terms of a non-binding term sheet on 13 August 2020 setting forth the general terms and conditions upon which the Parties would attempt to negotiate this Agreement (the "**Term Sheet**").

G. Recognising the unprecedented global impact of the current SARS-CoV-2/COVID-19 pandemic, the UK Government has amended, with effect from 31 December 2020, the Vaccine Damages Payment Act to include SARS-CoV-2/COVID-19 as an applicable disease under that Act.

H. Government Purchaser now wishes to enter into this Agreement to secure, in advance, the availability and delivery of the Vaccine Volume (as defined below) in accordance with the terms and conditions as set out in this Agreement. The Parties' intention is that the terms of

this Agreement apply to the Vaccine Volume only (and not to any purchase of any Further Vaccine Volume (as defined below) in excess of the Vaccine Volume).

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

"**Adjudicated"** means a final determination by a court of competent jurisdiction for which the time for filing an appeal has expired and all appeals have been exhausted;

"**Adjusted Price**" has the meaning given to it in clause 3.2;

"**Administering Entity**" means any person responsible for administering or having administered the COVID Vaccine including all health service bodies;

"**Adverse Events Following Immunisation**" means any untoward medical occurrence in a patient or a clinical-trial subject following immunisation, which does not necessarily have a causal relationship with usage of the COVID Vaccine. An Adverse Event Following Immunisation can therefore be any unfavourable and unintended sign (e.g., an abnormal laboratory finding), symptom, or disease temporally associated with the use of a medicinal product, whether or not considered related to this medicinal product;

"**Affiliate**" means, with respect to (i) Government Purchaser, any Related Parties; and (ii) Janssen, any person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Janssen. For the purposes of this definition, "**control**" and, with correlative meanings, the terms "**controlled by**" and "**under common control with**" means:

(a) the possession, directly or indirectly, of the power to direct the management or policies of a business entity, whether through the ownership of voting securities, by contract relating to voting rights or corporate governance, or otherwise; or

(b) the ownership, directly or indirectly, of at least fifty per cent (50%) of the voting securities or other ownership interest of a business entity (or, with respect to a limited partnership or other similar entity, its general partner or controlling entity);

"**Agreement**" means this Advance Purchase Agreement (including its Exhibits), as amended, supplemented, replaced or novated from time to time in accordance with its terms and conditions;

"**Applicable Standards**" shall mean all applicable cGDP, cGMP, and GVP requirements and guidelines;

"**Approval Long Stop Date**" has the meaning given to it in clause 18.5;

"**Arbitration Rules**" has the meaning given to it in clause 28.2.1;

"**Authorised Agent**" means any authorised agent appointed by Government Purchaser as notified to Janssen in writing;

"**Availability**" means, with respect to any quantity of the Vaccine Volume, its presence at a Janssen central warehouse, quality released by Janssen and prior to shipment and Delivery to Government Purchaser; and the terms "**Available**" and "**made Available**" (or any similar construct) shall be construed accordingly;

[redacted]

"**Base Volume Commitment**" has the meaning given to it in clause 2.1;

"**Business Continuity Event**" means an event or issue that could adversely impact on the operations of Janssen, its Affiliates, and Subcontractors, and the ability of Janssen to make Available and Deliver the COVID Vaccine;

"**Business Continuity Plan**" means Janssen's business continuity plan which includes its plans for continuity of the Development, Manufacture, making Available and Delivery of the COVID Vaccine during a Business Continuity Event;

"**Business Day**" means any day other than a Saturday or Sunday or a day which is a public holiday in London, United Kingdom, and/or in Beerse, Belgium;

[redacted]

"**CDA**" means the confidential disclosure agreement dated 4 June 2020 between Government Purchaser and [redacted]

"**Central Government Body**" means a body listed in one of the following sub-categories of the United Kingdom's Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: Government Department; Non-Departmental Public Body; Assembly Sponsored Public Body (advisory, executive, or tribunal); Non-Ministerial Department; or Executive Agency;

"**Claim**" has the meaning given to it in clause 16.4;

"**Cold Chain**" means, in relation to the Vaccine Volume, temperature-controlled storage and transport conditions such that the temperatures to which such Vaccine Volume are exposed to, expected to be either minus 20 (-20) degrees Celsius or between two (2) and eight (8) degrees Celsius, shall be maintained according to the Specifications as established in the Regulatory Approval;

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

"**Confidential Information**" means any and all confidential or proprietary information, data, documents and materials (in any form and including all copies), regardless of the form or means of communication and whether such information is labelled or otherwise identified as confidential, including customer, product, business, commercial, financial, technical, purchasing, specifications, know-how and other information (including analyses, compilations, studies, reports, interpretations, projections, forecasts and records), disclosed by one Party (or its Affiliates) to the other Party (or its Affiliates) before, on or after the Effective Date. For the purpose of this Agreement, (i) Janssen's Confidential Information shall be deemed to include (a) confidential or proprietary information that was disclosed by

Janssen or its Affiliates in connection with the Term Sheet or pursuant to the CDA, and (b) all confidential or proprietary information that is disclosed by Janssen or its Affiliates in connection with the Vaccine Candidate or COVID Vaccine; and (ii) the terms of this Agreement shall be deemed the Confidential Information of both Government Purchaser and Janssen;

"**Conforming COVID Vaccine**" means COVID Vaccine that has been Manufactured and Delivered in accordance with the Specifications, GMP, GDP, applicable UK Law, the Documentation, and the Regulatory Approval, and which at the time of Delivery has a Minimum Shelf Life;

"**COVID Vaccine**" means the final drug product form of the Vaccine Candidate, the substance of which has received Regulatory Approval;

"**Credit**" has the meaning given to it in clause 10.2;

"**Crown**" means the government of the United Kingdom (including the Northern Ireland Executive Committee, the Scottish Executive and the Welsh Government), including government ministers, government departments, government and particular bodies, and government agencies;

"**Data Protection Legislation**" means (i) the General Data Protection Regulation 2016, the Data Protection Law Enforcement Directive 2016 and any applicable national implementing Law in the Territory as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law in the Territory concerning the processing of personal data and privacy;

"**Delivery**" means, with respect to any quantity of the Vaccine Volume, physical delivery of that Vaccine Volume by Janssen to Government Purchaser at the Delivery Address in accordance with the requirements of clause 8, and the terms "**Deliver**" and "**Delivered**" shall be construed accordingly;

"**Delivery Address**" means [redacted] for Delivery in the Territory to be communicated by Government Purchaser to Janssen in writing at the latest [redacted] following the Effective Date but in any case at least [redacted] prior to the first Delivery and, subject to Government Purchaser using commercially reasonable efforts to limit any changes, should a change be necessary such alternative location as may be communicated by Government Purchaser to Janssen in writing at least [redacted] prior to the first Delivery of COVID Vaccine to such alternative location;

"**Develop**" or "**Development**" means any and all research, discovery, characterization, preclinical, clinical and regulatory activity with respect to the Vaccine Candidate (including the submission of filings with applicable regulatory authorities to support such preclinical and clinical activities), including undertaking any clinical studies necessary before and after the COVID Vaccine receives Regulatory Approval, in order to (a) file for, secure and maintain the Regulatory Approval; or (b) fulfil conditions applicable to a conditional Regulatory Approval where necessary;

"**Devolved Administrations**" means the devolved administrations of Scotland, Wales and Northern Ireland (the Scottish Parliament, the Welsh Assembly and the Northern Ireland Assembly);

"**Disclosing Party**" has the meaning given to it in clause 17.1;

"**Dispute**" has the meaning given to it in clause 28.2.1;

"**Documentation**" means the documents listed in Exhibit G to accompany a Delivery;

[redacted]

"**DOTAS**" means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue and Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;

[redacted]

"**Effective Date**" means the date first set forth on page 3 above;

"**EIR**" has the meaning given to it in clause 17.8.1;

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

"**Expected Approval Date**" has the meaning given to it in clause 8.2.2;

"**Facilities**" means each of the facilities used by or on behalf of Janssen, its Affiliates, and Subcontractors in respect of the Manufacturing of the Vaccine Volume, which, as of the Effective Date, may include those facilities identified in Exhibit H;

"**Final Availability Schedule**" has the meaning given to it in clause 8.2.5;

"**FOIA**" has the meaning given to it in clause 17.8.1;

"**Force Majeure**" has the meaning given to it in clause 20;

[redacted]

"**Further Vaccine Volume**" has the meaning given to it in clause 2.3.1;

"**General Anti-Abuse Rule**" means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;

"**Global Not-for-Profit Framework**" has the meaning given to it in clause 3.2;

"**GMP**" or "**cGMP**" means the then current good practices for manufacturing required by the standards, rules, principles and guidelines set out in the Human Medicines Regulations 2012, Directive 2001/83/EC (as amended by Directive 2004/27/EC), Directive 2003/94/EC, EudraLex - Volume 4 of the Rules Governing Medicinal Products in the EU entitled "EU Guidelines to Good Manufacturing Practice Medicinal Products for Human and Veterinary Use" and ICH Q7 Guideline, in each case as applicable to and at the time of manufacture of the COVID Vaccine;

"**Good Distribution Practices**", "**GDP**" or "**cGDP**" means the then current good distribution practices for medicinal products, as applicable at the time of distribution of the COVID Vaccine, as set forth in the EU Guidelines on Good Distribution Practice of Medicinal Products for Human Use (2013/C 343/01), as amended and revised from time to time;

"**Governmental Authority**" means any government, supra-national, regional, regulatory or administrative body, authority, board, commission or agency, including any corresponding foreign agency or any instrumentality or officer acting in an official capacity of any of the foregoing, including any court, tribunal or judicial or arbitral body, or any committee exercising any executive, legislative, regulatory or administrative functions of government, whether local or national, including the MHRA, EMA and other regulatory authorities;

"**GVP**" means the then current principles and guidelines of good pharmacovigilance practice for medicinal products for human use, as set forth in EU Directive 2001/83/EC, Commission Implementing Regulation No 520/2012 and the EMA's Guideline on Good Pharmacovigilance Practice;

"**Halifax Abuse Principle**" means the principle explained in the CJEU Case C-255/02 Halifax and others;

"**Incremental Volume Commitment**" has the meaning given to it in clause 2.2.1;

"**Indemnified Persons**" has the meaning given to it in clause 16.1;

"**Integrity Principle**" has the meaning given to it in clause 22.1;

"**Intellectual Property Rights**" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"**IT Media**" has the meaning given to it in clause 19.1;

"**Janssen Representatives**" has the meaning given to it in clause 21.1;

"**Law**" means all civil codes, statutes, legislation, regulations, rules, bye-laws, instruments, rules of common law, treaties, directives, judgments, decrees or orders of any governmental, administrative, supervisory, regulatory or determinative authority, agency, court or other organisation of any jurisdiction, in each case which is established by, or having the authority of, law, and other measures or decisions having the force of law in any jurisdiction from time to time;

"**Losses**" has the meaning given to it in clause 16.1;

"**Manufacturing**", "**Manufactured**" or "**Manufacture**" means the manufacturing, quality assurance, quality control, stability testing, labelling, packaging, release and related services for the manufacture of the COVID Vaccine for use and distribution in the Territory under this Agreement;

"**Maximum Additional Volume Commitment**" means a total of no more than twenty-two (22) million Vaccine Doses, or such reduced number of Vaccine Doses as may be determined pursuant to clause 2.2.2;

"**Minimum Shelf Life**" has the meaning given to it in clause 8.4.2(c);

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

"**Nonconforming COVID Vaccine**" means any COVID Vaccine that is not Conforming COVID Vaccine;

"**Number of Unvaccinated Individuals**" has the meaning given to it in clause 2.2.2(a);

"**Occasion of Tax Non-Compliance**" means:

(a) any tax return of Janssen submitted to a Relevant Tax Authority on or after 1 October 2012 is found, on or after 1 April 2013, to be incorrect as a result of:

(i) a Relevant Tax Authority successfully challenging Janssen under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; or

(ii) the failure of an avoidance scheme which Janssen was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; or

(b) any tax return of Janssen submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;

"**Option Exercise Notice**" has the meaning given to it in clause 2.2.1;

"**Option Exercise Period**" has the meaning given to it in clause 2.2.1;

"**Personal Data**" shall have the same meaning as defined in the Data Protection Act 2018;

"**Personnel**" means the employees of a Party (or where, the context requires, those of a Party's Affiliates);

"**Price**" has the meaning given to it in clause 3.1;

"**Price Balance**" has the meaning given to it in clause 10.2;

"**Prohibited Acts**" has the meaning given to it in clause 21.1;

"**Receiving Party**" has the meaning given to it in clause 17.1;

"**Regulatory Approval**" means regulatory approval (conditional, full, or otherwise) for the legal marketing, importation, distribution, sale, administration and use of the Vaccine Candidate in the Territory granted or issued by the MHRA pursuant to the UK Human Medicines Regulations (SI 2012/1916), as amended;

"**Related Parties**" means, with respect to Government Purchaser, other Central Government Bodies and each of the Devolved Administrations in the Territory;

"**Relevant Tax Authority**" means HM Revenue & Customs;

"**Residence**" means the place of permanent home or principal establishment;

"**Seized Volumes**" has the meaning given to it in clause 2.4;

"**Special Situations**" means any special situation, including reports of exposure during pregnancy or breastfeeding, overdose, abuse and misuse, medication errors, suspected transmission of any infectious agents, outside of label use, occupational exposure, inadvertent or accidental exposure, failure of expected pharmacological action, unexpected therapeutic or clinical benefit, expired drug use and falsified medicine;

"**Specifications**" means the specifications and requirements for the COVID Vaccine as set out in the Regulatory Approval (as may be amended following the relevant regulatory processes and approvals by the MHRA under applicable Law from time to time);

"**Subcontractor**" means an Affiliate and/or any Third Party partner, consultant or contractor to whom Janssen has subcontracted or delegated any obligations or services in respect of the COVID Vaccine to be made Available and Delivered under this Agreement;

"**Tentative Availability Schedule**" means the tentative availability schedule for the Vaccine Volume as set out in Exhibit A;

"**Term**" has the meaning given to it in clause 18.1;

"**Term Sheet**" has the meaning given to it in Recital (F);

"**Territory**" means the United Kingdom of Great Britain and Northern Ireland, excluding any overseas provinces and territories;

"**Third Party**" means any person other than Government Purchaser, Janssen, or either of their respective Affiliates;

"**Third Party Government**" has the meaning given to it in clause 9.4.1;

"**UK Government Agencies**" has the meaning given to it in clause 17.8.1;

"**Unvaccinated Individual**" means an adult whose Residence is in the Territory who has not received a first administration or any administration of a Third Party vaccine product authorised (whether temporarily or otherwise) by MHRA with an indication including the prevention, vaccination or prophylaxis of SARS-CoV-2/COVID-19;

"**Vaccinated Individual**" means any individual who has been administered with the COVID Vaccine Delivered pursuant to this Agreement [redacted]

"**Vaccine Candidate**" means Janssen's investigational SARS-CoV-2 vaccine, Ad26.COV2-S, recombinant;

"**Vaccine Dose**" means, with respect to the COVID Vaccine, one (1) single injection of [redacted] as further detailed in clause 5 and which will conform to the approved dose under the Regulatory Approval;

"**Vaccine Expiry Date**" means, with respect to any vial of the COVID Vaccine, the date on which the shelf life of such vial of COVID Vaccine ends;

"**Vaccine Volume**" means the Base Volume Commitment, and, if Government Purchaser has exercised any Option Exercise Notice(s) in accordance with clause 2.2 and Janssen has accepted such Option Exercise Notice(s) under clause 2.2.2(d), the aggregate of the Incremental Volume Commitment(s) (provided such Incremental Volume Commitment(s) shall not exceed the Maximum Additional Volume Commitment);

"**VAT**" has the meaning given to it in clause 10.8;

"**Wilful Misconduct**" means an act or omission that is taken (i) with intentional disregard of a known risk in the manufacture of the COVID Vaccine that is so great as to make it highly probable that the harm will outweigh the benefit, (ii) without legal or factual justification, and (iii) with the intent of achieving a wrongful purpose; it being understood, however, that any action in conformance with then current rules or guidance set out by Government Purchaser or any other Governmental Authority in the Territory, or any public agency, body or other public or regulatory authority (including the MHRA) in the Territory, and any action, test or results disclosed to the MHRA as a part of receiving Regulatory Approval for the COVID Vaccine in the Territory shall not be considered to be Wilful Misconduct); and

"**Working Committee**" has the meaning given to it in clause 13.1.

1.2 Interpretation

1.2.1 Unless the context otherwise requires, the following rules of interpretation shall apply to this Agreement:

(a) words in the singular include the plural and in the plural include the singular;

(b) use of any gender or neuter includes the other genders and neuter;

(c) references to a particular statute or statutory provision or other Law shall:

(i) include all subordinate legislation made from time to time under that statute, statutory provision or other Law;

(ii) be construed as a reference to such Law as amended, re-enacted, consolidated, supplemented, replaced or renumbered (or as its application or interpretation is changed or affected by other Law) from time to time and as was, is, or will be (as the case may be) applicable at the time in question; and

(iii) in the case of any legislation of the European Union, be construed as a reference to such Law as incorporated or re-enacted into domestic UK law (as implementing legislation or as a consequence of the UK's departure from the European Union) that is most approximate to such legislation of the European Union;

(d) references to "**clauses**" and "**Exhibits**" are to clauses of, and exhibits to, this Agreement;

(e) references to a "**day**" shall mean a period of twenty four (24) hours running from midnight to midnight and reference to any time or date shall, save where otherwise expressly stated to the contrary, be a reference to the time or date (as the case may be) in London, United Kingdom and references to a "**month**" or "**year**" shall respectively mean a calendar month and calendar year;

(f) references to a "**person**" shall be construed so as to include:

(i) any individual, firm, body corporate, regulatory authority (including the MHRA), other Governmental Authorities, joint venture, association, undertaking, partnership or limited partnership (whether or not having separate legal personality); and

(ii) a reference to the estate, successors, permitted transferees and permitted assignees of any of such person;

(g) any reference to GBP, Pounds Sterling or £ is to the lawful currency from time to time of the United Kingdom of Great Britain and Northern Ireland and to US Dollars or $ is to the lawful currency from time to time of the United States of America;

(h) any undertaking by, or obligation on, a Party to (i) do any act or thing includes an undertaking to procure the doing of that act or thing by that Party's Affiliates; and (ii) not do any act or thing includes an undertaking to procure its Affiliate does not do such act or thing and an undertaking not to encourage, solicit, cause, or assist the doing of that act or thing by any other person;

(i) any reference to a **Party** or the **Parties** is to a party or the parties (as the case may be) to this Agreement and shall include legal successors and/or any permitted assignees of a party;

(j) the words "**herein**", "**hereof**" and "**hereunder**", and words of similar import, will be construed to refer to this Agreement in its entirety and not to any particular provision hereof;

(k) the words "**include**", "**including**" or "**in particular**" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible;

(l) provisions that require a Party or the Parties to "agree," "consent," or "approve" or the like will require that such agreement, consent or approval be specific and in writing;

(m) references to "**written**" or "**writing**" shall include all data in written form in the English language, whether represented in hand-written, facsimile, printed, electronic or other format (including e-mail, but excluding short-message-service (SMS) or other temporary electronic messages); and

(n) the interpretation of this Agreement, any notice, consent or the like delivered hereunder, and any action, dispute, arbitration or proceeding, will be provided or conducted in English.

2. VOLUME COMMITMENTS

2.1 Base Volume Commitment.

In consideration of Janssen's obligations hereunder, Government Purchaser shall advance purchase a volume of thirty (30) million Vaccine Doses (the "**Base Volume Commitment**") and pay the Price for the same in accordance with clause 10 and the terms hereof and Janssen shall make Available and Deliver the Base Volume Commitment in accordance with the terms hereof.

2.2 Additional Volume Commitment.

2.2.1 Subject to clause 2.2.2, Government Purchaser may elect to advance purchase further quantities of Vaccine Doses up to the Maximum Additional Volume Commitment in increments of at least five (5) million Vaccine Doses (or two (2) million Vaccine Doses in the event the Incremental Volume Commitment has reached twenty (20) million Vaccine Doses or such lower increments as may be imposed by the application of clause 2.2.2 below) (each such increment being an "**Incremental Volume Commitment**") by providing to Janssen by no earlier than [redacted] (the "**Option Exercise Period**"), one or more binding notices, in the form of Exhibit C (an "**Option Exercise Notice**"). Subject to the satisfaction of the conditions in clause 2.2.2(a)-(c) and confirmation of acceptance of the Option Exercise Notice by Janssen pursuant to clause 2.2.2(d), if Government Purchaser provides any Option Exercise Notice(s) to Janssen during the Option Exercise Period, Government Purchaser shall advance purchase and pay the Price for the Incremental Volume Commitment(s) in accordance with clause 10 and the terms hereof, and Janssen shall make Available and Deliver the Incremental Volume Commitment(s) in accordance with the terms hereof.

2.2.2 Government Purchaser's right to elect to advance purchase any Incremental Volume Commitment, and Janssen's Availability and Delivery obligations in respect of (any quantity of) any such Incremental Volume Commitment, shall be subject to and conditional upon the satisfaction of the following cumulative conditions being satisfied in respect of and at the time of an Option Exercise Notice:

(a) as at the date of the relevant Option Exercise Notice there are, and, following the administration of any unadministered Vaccine Doses

comprised in the Base Volume Commitment and any Incremental Volume Commitment in respect of which an Option Exercise Notice has already been provided and accepted by Janssen under clause 2.2.2(d), there will be, remaining Unvaccinated Individuals [redacted]

(b) each Option Exercise Notice shall specify the [redacted] and Incremental Volume Commitment to which it relates and Government Purchaser shall provide such evidence as Janssen (acting reasonably and in good faith) shall request following receipt of each relevant Option Exercise Notice to confirm the [redacted]

(c) the Incremental Volume Commitment covered by any Option Exercise Notice shall not [redacted] (and in no event shall each Option Exercise Notice individually or in the aggregate exceed twenty-two (22) million Vaccine Doses), and to the extent that the aggregate [redacted] is less than twenty-two (22) million, the Maximum Additional Volume Commitment shall be [redacted] and

(d) subject to the satisfaction of the conditions in clause 2.2.2 (a)-(c), Janssen shall confirm its [redacted] of such Option Exercise Notice and the [redacted] and the Incremental Volume Commitment referred to therein [redacted] but acting reasonably and in good faith) promptly following its receipt thereof by way of service of a written confirmation notice to Government Purchaser.

2.2.3 Subject to clause 2.2.2, if Janssen has not received an Option Exercise Notice(s) during the Option Exercise Period, Government Purchaser's right to advance purchase any difference between the Maximum Additional Volume Commitment and the aggregate volume of Vaccine Doses that are the subject of Option Exercise Notices already served (and accepted by Janssen pursuant to clause 2.2.2(d)) during the Option Exercise Period shall lapse and Janssen shall be free to take any action it considers appropriate in respect of such difference in volume of Vaccine Doses (including reallocating the volume of such difference in Vaccine Doses to any Third Party of its choice).

2.3 Further Purchases.

2.3.1 Government Purchaser may, on written notice to Janssen, request to purchase additional quantities of the Vaccine Doses in excess of the Vaccine Volume. Within [redacted] of Janssen's receipt of such request, the Parties shall initiate discussions regarding such request and Janssen may, in its sole discretion, agree to make available additional quantities of the Vaccine Doses in excess of the Vaccine Volume (such additional quantities agreed to be made available, the "**Further Vaccine Volume**") at such times as may be agreed between the Parties. For clarity, nothing in this Agreement requires Janssen to agree to make available to

Government Purchaser any Further Vaccine Volume or obliges Government Purchaser to order or purchase any Further Vaccine Volume.

2.3.2 Any orders for Further Vaccine Volume, to the extent agreed by Janssen in [redacted] shall be subject to the execution of a separate purchase agreement and the terms and conditions set forth therein prior to such order being binding on either Party. Such Further Vaccine Volume, if agreed to be made available by Janssen, shall be made available at the price agreed between the Parties at that time [redacted]. The terms of this Agreement apply to the Vaccine Volume only and, unless agreed otherwise by Janssen, shall not apply to any purchase of Further Vaccine Volume.

2.4 Seized Volumes.

To the extent (i) any foreign government officially mandates or procures supply to itself of, or otherwise seizes or commandeers, any volume of Vaccine Doses (the "**Seized Volumes**") which was destined to Government Purchaser as part of its Vaccine Volume and such foreign government pays or otherwise compensates Janssen for such Seized Volumes, and (ii) Janssen is not able to make Available (or Deliver) to Government Purchaser a volume of Vaccine Doses replacing any such Seized Volumes within [redacted] despite all conditions set out in clause 4.1 (other than sub-clause 4.1(c)) being satisfied, then Government Purchaser may (a) cancel those Seized Volumes (and, consequently, its Vaccine Volume will be reduced accordingly) and (b) receive a refund of Down Payments corresponding to the Seized Volumes in respect of the Seized Volumes only (i.e. amount refundable = Credit x (quantities of Seized Volume)).

2.5 No exclusive purchasing obligations.

Nothing in this Agreement shall amount to an exclusive purchasing obligation on Government Purchaser or shall preclude or restrict Government Purchaser from purchasing any products whatsoever from Third Parties, including any products that are complementary to, competitive to, equivalent to, or substitutable for the COVID Vaccine or that are indicated for or expected to be beneficial for use in the prophylaxis, treatment or vaccination against SARS-CoV-2/COVID-19.

2.6 [redacted]

[redacted]

[redacted]

2.7 [redacted]

[redacted]

3. PRICE

3.1 The price per single Vaccine Dose of the Vaccine Volume purchased hereunder shall be the single global price of [redacted] ("**Price**"). Government Purchaser acknowledges that Janssen is willing to sell the Vaccine Volume at the Price in reliance on Government Purchaser's agreement, and Government Purchaser hereby confirms, that the Vaccine Volume (or any portion thereof) shall, [redacted] be used only by Government Purchaser or any Administering Entity:

(a) during the [redacted] immediately following Delivery of such Vaccine Volume (or relevant portion thereof); and

(b) [redacted]

in each case in accordance with the terms of this Agreement.

3.2 The Parties acknowledge that Janssen is [redacted] to strengthen its commitment to making the Vaccine Dose available on a not-for-profit basis during the emergency pandemic response period. [redacted] (such framework, the "**Global Not-for-Profit Framework**"). [redacted] Global Not-for-Profit Framework, [redacted] in accordance with its Global Not-for-Profit Framework, Janssen shall notify Government Purchaser in writing thereof and [redacted] in accordance with the Global Not-for-Profit Framework [redacted] (if any) to Government Purchaser for such Vaccine Volume as soon as reasonably practicable. If the [redacted] in accordance with this clause 3.2, references in this Agreement to the "Price" shall be deemed to be references to the [redacted] For the avoidance of doubt, the Price per single Vaccine Dose Delivered in accordance with clause 8.3.1 shall not exceed [redacted]

3.3 [redacted]

3.4 The Price shall be exclusive of any and all sales, value-added and other taxes, as well as customs and import fees and duties incurred in importing the Vaccine Volume to the Territory, which taxes, fees and duties shall be met by Government Purchaser (as further set out in clause 10.8) but otherwise the Price is the final price payable by Government Purchaser for the Vaccine Doses Delivered pursuant to this Agreement inclusive of all costs for Delivery in accordance with clause 8.3.1. Government Purchaser shall be solely responsible for any and all costs it or any Administering Entity or Authorised Agent incurs in relation to the subsequent allocation, maintenance, distribution, storage, transport, administration, and/or management of the Vaccine Volume by Government Purchaser, Administering Entity or Authorised Agent following Delivery.

4. DELIVERY CONDITIONS

4.1 Janssen's Availability and Delivery obligations in respect of (any quantity of) the Vaccine Volume under this Agreement shall be subject to and conditional upon the satisfaction of the following cumulative conditions (which in the case of (b) Janssen shall use Commercially Reasonable Efforts to achieve or overcome, as applicable):

(a) subject to clause 11.5, the MHRA having granted or issued the Regulatory Approval and such Regulatory Approval not having subsequently been withdrawn, suspended or discontinued;

(b) subject to having fulfilled its obligations under clause 11.1(a), Janssen having sufficiently scaled up manufacture and sufficiently expanded manufacturing capacity of the COVID Vaccine so that it is able to produce and make Available the Vaccine Volume, it being understood that as at the Effective Date, Janssen has not yet scaled up and expanded its manufacturing processes at anticipated mass scale;

(c) Janssen not being prohibited by Law to export (finished or unfinished portions of) the Vaccine Volume from the applicable country or countries of production to the Territory and to import the Vaccine Volume into the Territory; and

(d) [redacted]

5. VACCINE VOLUME

5.1 Subject to the terms and conditions of this Agreement (including satisfaction of the Delivery conditions in clause 4), Janssen shall Deliver the Vaccine Volume to Government Purchaser in accordance with the procedure in Exhibit I.

5.2 Government Purchaser acknowledges and agrees that:

(a) Janssen's expectation, as at the Effective Date, based on the current status of development of the Vaccine Candidate, is that to address the current pandemic, and depending on the results generated as part of the overall clinical development plan, each Vaccine Dose will consist of one (1) single injection of [redacted] (one dose);

(b) Janssen shall be entitled, upon written notice to Government Purchaser, to adjust the definition of Vaccine Dose set out in this Agreement after the Effective Date, provided that such adjustment (i) is compatible with and based on data generated as part of the ongoing clinical trials for the Vaccine Candidate; and (ii) reflects the dose that is the subject of the application for and as approved pursuant to the Regulatory Approval;

(c) the final total dose and administration schedule of COVID Vaccine required to protect one (1) individual against SARS-CoV-2/COVID-19 has not been determined as of the Effective Date and, without prejudice to clause 5.2(b) and 5.2(d), will be determined solely by Janssen prior to the time of filing its application for Regulatory Approval based on data generated in ongoing clinical trials of the Vaccine Candidate, the results of which will be generated and/or reported after the Effective Date; and

(d) Janssen provides no warranty at the Effective Date that a Vaccine Dose as described in clause 5.2(a) will [redacted] rovided that:

(i) Janssen hereby warrants to Government Purchaser that as at the Effective Date (1) it believes that the Vaccine Dose described in clause 5.2(a) is the most likely dose for the COVID Vaccine and

that a single Vaccine Dose will be the likely regimen approved pursuant to the Regulatory Approval; and (2) so far as it is aware the Vaccine Candidate remains a viable investigative drug that remains suitable for investigation for the development of a licensed medicine with an indication including the prevention, vaccination or prophylaxis of SARS-CoV-2/COVID-19; and

(ii) the foregoing is without prejudice to Janssen's other obligations under this Agreement.

5.3 Janssen undertakes and agrees with Government Purchaser that the dose and administration schedule that will be the subject of the application for the Regulatory Approval will be the same dose and administration schedule that will be the subject of equivalent applications for regulatory approval of the COVID Vaccine in the EU (subject to any administrative differences in the applications or application processes for regulatory approval in the different territories).

5.4 Subject to clause 5.3, once Janssen has determined the final total dosage and administration schedule of the Vaccine Candidate to protect one (1) individual against SARS-CoV-2/COVID-19, Janssen shall, as soon as reasonably practicable, inform Government Purchaser of such final dose and administration schedule.

6. COOPERATION

6.1 Janssen shall keep Government Purchaser regularly informed through the Working Committee of the status and its progress in securing all regulatory approvals (including the Regulatory Approval) required for the Vaccine Candidate in the Territory (subject always to compliance by Janssen with any confidentiality obligations towards the MHRA and other applicable Governmental Authorities) as well as the maintenance and renewal of the same.

6.2 Government Purchaser and Janssen shall cooperate and share relevant information through the Working Committee to facilitate swift Delivery of the Vaccine Volume to Government Purchaser.

6.3 If and when reasonably requested by Government Purchaser in anticipation of or following the grant of Regulatory Approval, Janssen shall provide Government Purchaser with COVID Vaccine description information [redacted] in such form as reasonably requested or as Janssen has generally available at the time of request [redacted] for the purpose of illustrating and describing the COVID Vaccine in product catalogues, together with such rights and consents from Janssen (for the avoidance of doubt, excluding Third Parties) which are reasonably necessary to use the information for such purposes.

7. ORDERS OF VACCINE VOLUME

7.1 This Agreement constitutes a binding order by Government Purchaser, and acceptance of such order by Janssen, for the purchase of the Base Volume Commitment, such Base Volume

Commitment, subject to clause 2.7, to be made Available and Delivered by Janssen in accordance with clause 8.

7.2 If Government Purchaser elects and is entitled to purchase an Incremental Volume Commitment in accordance with clause 2.2, the provision of each Option Exercise Notice to Janssen (once accepted by Janssen by way of confirmation notice in accordance with clause 2.2.2(d)) shall constitute a binding order by Government Purchaser, and acceptance of such order by Janssen, for the purchase of the Incremental Volume Commitment, such Incremental Volume Commitment to be made Available and Delivered by Janssen in accordance with clause 8.

7.3 If and to the extent requested by Janssen, Government Purchaser shall issue a purchase order (in the format to be mutually agreed by the Parties) to reflect its binding order for the Base Volume Commitment or an Incremental Volume Commitment (as applicable) under this Agreement, provided that any such purchase order(s) shall under no circumstances impact either Party's rights or obligations under this Agreement and that this Agreement shall exclusively govern the rights and obligations of each Party concerning the making Available and Delivery of the Vaccine Volume.

8. DELIVERY OF VACCINE VOLUME

8.1 Conditionality of Janssen's Delivery Obligation.

Janssen agrees to make Available, for subsequent Delivery, the Vaccine Volume in accordance with the terms of this Agreement, subject to satisfaction of the conditions in clause 4.

8.2 Availability Schedule.

8.2.1 As at the Effective Date, [redacted] that the Vaccine Volume will be made Available for subsequent Delivery to Government Purchaser on the schedule and in the quantities as set out in the [redacted] Availability Schedule, provided that the Parties acknowledge that the [redacted] Availability Schedule [redacted] in accordance with the provisions of this clause 8.

8.2.2 The schedule and quantities set out in the [redacted] Availability Schedule are based on Janssen's [redacted] which it considers in good faith to be accurate as of the Effective Date, that the Regulatory Approval will be granted or issued on or prior to [redacted] Subject to Janssen's compliance with its obligations under clause 11.5 Government Purchaser acknowledges that if the Regulatory Approval is not granted or issued by the [redacted] Janssen shall be entitled, through consultation via the Working Committee and subject to this clause 8, to adjust such schedule and quantities by a period not to exceed the expected delay of grant of the Regulatory Approval as against the [redacted] where the delay to the [redacted] will delay Availability.

8.2.3 After the Effective Date, and through consultation via the Working Committee, Janssen shall (a) keep Government Purchaser updated with respect to progress towards Availability of the Vaccine Volume against the [redacted] Availability

Schedule and (b) in accordance with this clause 8, refine and, to the extent possible, update the [redacted] Availability Schedule.

8.2.4 Janssen shall use Commercially Reasonable Efforts to minimise any delay to, or reduction in volume of Vaccine Doses to be made Available against time periods under, the original [redacted] Availability Schedule.

8.2.5 Janssen shall provide Government Purchaser with a final Availability schedule for subsequent Delivery of the Vaccine Volume as soon as reasonably practicable (the "**Final Availability Schedule**").

8.2.6 Janssen shall use Commercially Reasonable Efforts to ensure that the Vaccine Volume will be made Available for subsequent Delivery to Government Purchaser in accordance with the Final Availability Schedule (or, until the Final Availability Schedule is issued, the then most recent [redacted] Availability Schedule as updated in accordance with this clause 8).

8.2.7 Janssen shall inform Government Purchaser in due course of any possibility to make Available for subsequent Delivery any portion of the Vaccine Volume earlier than the dates set forth in the [redacted] Availability Schedule or Final Availability Schedule, as applicable, if and to the extent Vaccines Doses are Available for subsequent Delivery and if so by which dates. Following such notification, if Government Purchaser wishes to take earlier Delivery, the Parties shall discuss in good faith and Janssen shall use Commercially Reasonable Efforts to Deliver in accordance with the Delivery date agreed between the Parties.

8.2.8 The schedule set out in the [redacted] Availability Schedule reflects, and the schedule that will be set out in the Final Availability Schedule will reflect, the quarter in which the applicable quantity of Vaccine Volume will be made Available (based on Janssen's current best estimates, taking into account the standard requirements, where required, as to specifications, packaging, labelling, release testing, regulatory time lines, NIBSC release testing and certification, and product serialization). Notwithstanding the foregoing, the Parties acknowledge that such quantities of Vaccine Volume made Available in any given quarter shall be made Available for Delivery by Janssen in smaller separate individual tranches in accordance with Exhibit I and as notified by Janssen to Government Purchaser in accordance with sub-clause (b) below. With respect to Delivery:

(a) the exact dates of Delivery of Vaccine Volume in a specified quarter will be determined in accordance with the Delivery process set forth in Exhibit I which shall be determined by reference to those factors set forth in Exhibit I including shipping time from Janssen's distribution centres to the Delivery Address;

(b) Janssen will provide Government Purchaser with advance notice of the actual date of Availability, along with the process for Delivery and the actual Delivery date of each tranche of Vaccine Volume, in accordance with the principles set out in Exhibit I of this Agreement; and

(c) Janssen may not Deliver COVID Vaccine to Government Purchaser earlier than the applicable Delivery date provided under sub-paragraph 8.2.8(b) above as agreed with Government Purchaser without Government Purchaser's prior written consent.

8.2.9 The grant or issuance of the Regulatory Approval earlier than the Expected Approval Date shall not require Janssen to make Available or Deliver any quantities of the Vaccine Volume ahead of the [redacted] Availability Schedule or the Final Availability Schedule, but the foregoing is without prejudice to clause 8.2.7.

8.3 Delivery.

8.3.1 The Vaccine Volume shall be Delivered by Janssen to Government Purchaser DAP (Delivered At Place Incoterms 2020) the Delivery Address in accordance with Exhibit I. Government Purchaser acknowledges that Janssen will make multiple Deliveries over a period of time, in varying quantities, depending on Availability but in each case in accordance with Exhibit I.

8.3.2 Risk of loss and title in the Vaccine Volume shall transfer to Government Purchaser upon Delivery in accordance with clause 8.3.1.

8.3.3 Government Purchaser may delegate or subcontract its Authorised Agent to receive the Deliveries of the Vaccine Volume at the Delivery Address on its behalf.

8.3.4 All Deliveries of COVID Vaccine shall be accompanied by the Documentation applicable to such COVID Vaccine. Janssen represents that all such Documentation shall be accurate and complete.

8.3.5 If a regulatory approval for the COVID Vaccine is suspended, withdrawn or discontinued in, or withdrawn from, any market other than the Territory for safety, quality or regulatory reasons, then Janssen shall promptly give Government Purchaser notice of such discontinuation, suspension or withdrawal through the Working Committee.

8.4 Form of Delivery.

8.4.1 The Vaccine Volume will be Delivered in collector boxes as described in Exhibit I, and with each box containing a certain quantity of primary packaged and labelled multi-dose vials without preservative(s), and each vial containing a certain quantity of Vaccine Doses.

8.4.2 Government Purchaser acknowledges that:

(a) [redacted]

(b) [redacted]

(i) ensure all packaging and labelling of the Vaccine Volume complies with the requirements of the MHRA, the Regulatory Approval and applicable UK Law; and

(ii) promptly provide such data as may reasonably be requested by Government Purchaser from time to time regarding the weight and type of packaging according to material types used in relation to the COVID Vaccine Delivered to Government Purchaser under this Agreement; and

(c) the Parties acknowledge that the shelf life of each vial of the COVID Vaccine shall be determined by the transport and storage conditions of the COVID Vaccine as approved under the Regulatory Approval. In the event the Regulatory Approval specifies the COVID Vaccine is to be transported and stored at [redacted] the "**Minimum Shelf Life**" shall mean a remaining shelf life of a vial of the COVID Vaccine being no less than [redacted] from the date of Delivery of the applicable COVID Vaccine at the Delivery Address until the applicable Vaccine Expiry Date. In the event the Regulatory Approval specifies the COVID Vaccine is to be transported and stored at temperatures above [redacted]

8.5 **Nonconforming COVID Vaccine.**

If Government Purchaser (or its Authorised Agent on its behalf) alleges that any quantity of Vaccine Volume Delivered to it under this Agreement is Nonconforming COVID Vaccine, the provisions of Exhibit D shall apply, it being understood that under no circumstances shall the provisions of Exhibit D impact [redacted]

9. USE OF VACCINE VOLUME

9.1 Following its Delivery in accordance with clause 8.3, Government Purchaser (or its Authorised Agent) shall be responsible for the subsequent inspection, allocation, distribution, storage, transport, administration by Administering Entities and management of the Vaccine Volume, and shall use the Vaccine Volume only in accordance with this Agreement and applicable Law. Janssen shall provide such technical assistance [redacted] as reasonably requested by Government Purchaser to enable Government Purchaser (or its Authorised Agent) to perform such incoming inspection.

9.2 Government Purchaser acknowledges and agrees that, for any quantity of the Vaccine Volume it receives from Janssen under this Agreement, it shall (or its Authorised Agent shall) establish and maintain a Cold Chain distribution channel in compliance with (i) GDP and (ii) the Specifications.

9.3 Government Purchaser shall:

(a) not apply any mark-up or other price differentials to any resale price in the distribution of the Vaccine Volume. For clarity, nothing in this clause 9.3(a) shall prevent Government Purchaser from (i) seeking

reimbursement from its customers of any additional storage, transport and/or distribution costs it would have incurred in the distribution of the Vaccine Volume in the Territory, and (ii) applying any discounts in the distribution of the Vaccine Volume in the Territory (provided that such discounts are applied uniformly throughout the Territory);

(b) [redacted]

(c) not use any quantity of the Vaccine Volume after the Vaccine Expiry Date;

(d) in case Government Purchaser has any unadministered stock of the Vaccine Volume outside the Vaccine Expiry Date, Government Purchaser shall promptly notify Janssen thereof and destroy such Vaccine Volume at its own cost, and provide Janssen with a certificate of destruction; and

(e) be entitled to sub-contract and delegate its handling, allocation, distribution, storage, transport, management and/or inspection of the Vaccine Volume to its Authorised Agents and Administering Entities.

9.4 [redacted]

9.4.1 [redacted]

(a) [redacted]

(b) [redacted]

(c) [redacted]

(d) [redacted]

9.4.2 [redacted]

(a) [redacted]

(b) [redacted]

(c) [redacted]

(d) [redacted]

(e) [redacted]

(f) [redacted]

(g) [redacted]

10. FINANCIAL PROVISIONS

10.1 [redacted]

10.1.1 [redacted]

10.1.2 To the extent Government Purchaser serves an Option Exercise Notice during the Option Exercise Period to purchase an Incremental Volume Commitment, then (once accepted by Janssen by way of confirmation notice in accordance with clause 2.2.2(d)) Government Purchaser shall make a [redacted]

10.1.3 [redacted]

10.1.4 Government Purchaser shall pay to Janssen [redacted]

[redacted]

(a) [redacted]

(b) [redacted]

10.2 [redacted]

[redacted]

10.3 [redacted]

[redacted]

10.3.2 If:

(a) Janssen fails to make Available any quantity of the Vaccine Volume by [redacted] despite all conditions set out in clause 4.1 being satisfied; or

(b) Government Purchaser terminates this Agreement pursuant to clause 18.3.1 as a result of a material breach by Janssen of any of its material obligations,

Janssen shall [redacted]

10.3.3 Janssen shall [redacted]

10.3.4 Any [redacted] shall be made by SWIFT transfer of immediately available funds to the account notified by Government Purchaser within [redacted] of the date of a [redacted] becoming due or determination of the [redacted] (together with any refund of VAT thereon).

10.3.5 Nothing in this clause 10.3 shall limit Government Purchaser's remedy for any breach of this Agreement.

10.4 [redacted]

[redacted] Janssen shall invoice Government Purchaser in accordance with clause 10.7 for the [redacted] for [redacted] which invoice shall become due and payable by Government Purchaser within [redacted] after Delivery of the quantity of Vaccine Volume that is the subject of that invoice.

10.5 Payment Default.

If Government Purchaser fails to pay (any portion of) the [redacted] (as applicable) for any quantity of the Vaccine Volume in accordance with this clause 10, to the extent such sums have not been paid ten [redacted] after a written notice from Janssen to Government Purchaser, Janssen may thereafter, refuse or delay all future Availability and Delivery of the Vaccine Volume (until such sums are paid in full), or, pursuant to clause 18.3.1, terminate this Agreement.

10.6 Currency.

10.6.1 [redacted]

10.6.2 [redacted]

10.6.3 [redacted]

10.6.4 [redacted]

10.7 Invoice.

Janssen shall issue a valid tax invoice for payment of the [redacted] in respect of such quantity pursuant to clause 10.4 to Government Purchaser at the following address:

Vaccine Task Force

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

Attention: Vaccine Task Force [redacted]

10.8 Taxes.

All amounts payable by Government Purchaser under this Agreement are exclusive of amounts in respect of value added tax chargeable from time to time ("**VAT**"), sales taxes and all other taxes, as well as customs and import fees and duties. Government Purchaser is responsible to pay all such taxes, customs and import fees and duties in addition to any payments for the Vaccine Volume under this Agreement as required by applicable Law. To the extent Janssen has paid any customs and import fees and duties in relation to the import of the Vaccine Volume, Government Purchaser shall reimburse Janssen in respect of such costs. Where any taxable delivery for VAT purposes is made under this Agreement by Janssen, Government Purchaser shall, on receipt of a valid VAT invoice from Janssen, pay to Janssen or directly towards the relevant taxing authorities, in case required by applicable Law, such additional amounts in respect of VAT as are chargeable on such delivery. Where a payment is to be made on account before the goods are Delivered, VAT shall become chargeable on receipt of the payment and on the amount received. Government Purchaser

represents and warrants to Janssen that it is registered for VAT in respect of the supplies to be made under this Agreement with [redacted] Janssen represents and warrants to Government Purchaser that it is registered for VAT in respect of the supplies to be made under this Agreement with [redacted]

10.9 **Late payments**.

Without prejudice to Janssen's other remedies under this Agreement, if Government Purchaser fails to make a payment due to Janssen under this Agreement by the due date, then Government Purchaser shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 10.9 shall accrue each day at [redacted] or any lower figure otherwise required by applicable Law.

10.10 Withholding Taxes.

If any withholding of tax is required by applicable Law to be made from any amounts due under this Agreement from Government Purchaser to Janssen, Government Purchaser and Janssen shall cooperate with each other to minimise the extent of withholding tax to be deducted and Government Purchaser shall pay to Janssen such sums as will, after the deduction of withholding tax by Government Purchaser is made, leave Janssen with the same amount as it would have been entitled to receive in the absence of any such requirement to make any such deduction. Thereafter, Janssen shall use Commercially Reasonable Efforts to seek to mitigate such withholding or comply with any taxation treaties to mitigate such withholding tax liability and to the extent any rebate or repayment or release of any such withholding tax is allowed or made, Janssen shall promptly reimburse the lower of the amount of such rebate or repayment or release or the amount originally withheld to Government Purchaser.

11. DEVELOPMENT, MANUFACTURING AND REGULATORY APPROVAL

11.1 Janssen:

(a) shall use [redacted] to scale up and expand its manufacturing processes sufficient for the Manufacture, making Available and Delivery of the Vaccine Volume pursuant to the terms of this Agreement;

(b) shall keep, or procure the keeping of, the Facilities in a state and condition that meets cGMP, certified to cGMP standards, and is suitable and necessary for the Manufacture of the COVID Vaccine to enable Janssen to comply with its obligations to make Available and Deliver COVID Vaccine to Government Purchaser in accordance with this Agreement;

(c) without prejudice to its obligations in respect of the Regulatory Approval, shall procure and hold (or shall procure that its Affiliates procure and hold) all other regulatory consents, approvals, licenses, authorizations, certifications or approvals necessary for the Development, Manufacture, Availability and Delivery of COVID Vaccine pursuant to this Agreement; and

(d) shall ensure that the Facilities notified to and approved by MHRA as part of the Regulatory Approval will be the facilities used for the Manufacturing of the COVID Vaccine and that such Facilities shall be quality approved and validated for the same in accordance with applicable Law and cGMP.

11.2 Janssen shall ensure that all COVID Vaccine Delivered under this Agreement is Conforming COVID Vaccine, provided that if Government Purchaser alleges that any quantity of Vaccine Volume Delivered to it under this Agreement is Nonconforming COVID Vaccine the provisions of clause 8.5 shall apply. Furthermore, Janssen shall ensure that all Vaccine Doses made Available and Delivered under this Agreement shall have not (i) previously left the control of Janssen or its Affiliates or Subcontractors, or (ii) been physically rejected or returned by any other entity.

11.3 If due to its legal seat of incorporation Janssen is precluded or prevented from performing any obligations required of it pursuant to this Agreement due to applicable Law, including fulfilling any regulatory activities, applying for, maintaining or holding the Regulatory Approval, or Delivery of COVID Vaccine, then Janssen shall appoint Janssen-Cilag Limited or (following agreement with Government Purchaser, such agreement not to be unreasonably withheld) such other Affiliate or Subcontractor, established within the Territory (or another acceptable jurisdiction), to fulfil those of Janssen's obligations under this Agreement that Janssen is otherwise precluded or prevented from performing (subject to clause 27.1.4). In connection with the foregoing, Janssen acknowledges that as of the Effective Date, it intends to appoint its Affiliate, Janssen-Cilag Limited, to apply for and hold the Regulatory Approval. Janssen shall notify Government Purchaser of any changes in the foregoing assumption.

11.4 Janssen shall (or, as applicable, shall procure that its Affiliates shall) keep and maintain records of the Manufacture, testing and shipping of the COVID Vaccine Delivered under this Agreement for a period of [redacted] after Delivery of such COVID Vaccine, or such longer period as required by applicable Law.

11.5 Janssen shall:

(a) use [redacted] to Develop the Vaccine Candidate in order to file for a Regulatory Approval for the COVID Vaccine with an indication including the prevention, vaccination or prophylaxis of SARS-CoV-2/COVID-19; and

(b) use [redacted] to submit an application for full or conditional Regulatory Approval of the Vaccine Candidate, with an indication including the prevention, vaccination or prophylaxis of SARS-CoV-2/COVID-19 as soon as practicable, having regard to the estimated time required to secure full or conditional Regulatory Approval in order to meet the Expected Approval Date, and to make the Vaccine Doses Available in accordance with the [redacted] Final Availability Schedule.

11.6 [redacted]

[redacted]

11.7 Janssen shall file an application for full or conditional Regulatory Approval with the MHRA on or around the same time as it files an application for regulatory approval with the EMA, [redacted] and subject to the condition that the applicable regulatory framework(s) (including, as the case may be, any changes to such framework(s) as a result of the UK's departure from the European Union or otherwise) will allow for such filing to take place on or around the same time.

12. PHARMACOVIGILANCE AND QUALITY

12.1 Government Purchaser shall, and shall procure that any Authorised Agent or Administering Entity shall, inform Janssen of any Adverse Events Following Immunisation and Special Situations following use of the COVID Vaccine (together, if available, with the relevant lot/batch numbers of the relevant COVID Vaccine), within one [redacted] of date of first receipt by Government Purchaser, an Authorised Agent or an Administering Entity (as applicable). Such information shall be sent to Janssen in accordance with the method of exchange below:

[redacted]

12.2 The allocation of roles and responsibilities between Janssen and Government Purchaser set out in Exhibit E shall apply with respect to quality assurance matters in respect of the Vaccine Volume.

13. WORKING COMMITTEE

13.1 The Parties shall establish a working committee (the "**Working Committee**") to oversee the implementation of the Agreement.

13.2 The Working Committee shall consist of the Party representatives set out in Exhibit F. Each Party may replace its representatives upon written notice to the other Party. From time to time, the Working Committee may invite additional, non-voting representatives to its meetings as dictated by the respective meeting agenda.

13.3 The Working Committee shall serve as a forum for discussing, exchanging and sharing information relating to the Agreement and shall in particular:

(a) discuss the Parties' performance under the Agreement and shall agree within two weeks of the Effective Date a list of standard agenda items to be discussed at each Working Committee meeting;

(b) plan to ensure the prompt Availability and Delivery of the Vaccine Volume; and

(c) review and discuss possibilities to update the Tentative Availability Schedule.

13.4 The Parties acknowledge and agree that the Working Committee is a forum for discussion to facilitate the operation of this Agreement. For the avoidance of doubt, the Working Committee shall not have the authority to amend any of the terms and conditions of this Agreement or waive any rights of a Party under this Agreement.

13.5 The first meeting of the Working Committee shall occur as soon as reasonably possible following the Effective Date, but no later than within fifteen (15) Business Days after the Effective Date. Thereafter, the Working Committee shall meet at least monthly for a period of at least two (2) hours, and at such other times as the Parties agree or as required to fulfil functions allocated to the Working Committee pursuant to this Agreement. Instead of having a personal meeting, the Parties may also agree from time to time to hold a Working Committee meeting by video or telephone conference or to take decisions in writing.

13.6 The Parties acknowledge that the Working Committee will operate by consensus.

13.7 Each Party shall bear all expenses of their respective Working Committee representatives related to their participation in the Working Committee.

14. REPRESENTATIONS AND WARRANTIES

14.1 Each Party represents and warrants to the other Party that:

(a) it has the requisite power and authority and the legal right to enter into this Agreement and to perform its obligations hereunder; and

(b) this Agreement has been duly executed and delivered by it and constitutes a valid and legally binding obligation enforceable against it in accordance with the terms of this Agreement.

14.2 Government Purchaser warrants to Janssen that:

(a) it has the right to order and purchase the Vaccine Volume in accordance with applicable Law, including the provisions of national procurement law;

(b) it, or its Authorised Agent or Administering Entity, has the right to allocate, maintain, distribute, store, transport, administer, and manage the Vaccine Volume in accordance with applicable Law; and

(c) it is executing the Agreement on behalf of the Crown and the national government of the United Kingdom in its entirety and this Agreement

comprises a valid and legally binding obligation enforceable against the Crown and the national government of the United Kingdom.

14.3 Janssen warrants to Government Purchaser that:

(a) as of the Effective Date, it is not under any contractual obligation to any Third Party in respect of the Vaccine Volume or that conflicts with or is inconsistent in any material respect with the terms of this Agreement;

(b) it shall comply with all applicable Law, UK export controls and financial sanctions laws, regulations, and orders, that are applicable to its activities and operations under this Agreement;

(c) it has and shall maintain a properly documented system of quality controls, quality systems and quality processes covering Janssen's obligations (and its Affiliates' obligations, where such Affiliates are involved in performing Janssen's obligations under this Agreement) as required to comply with applicable Law or Applicable Standards (including those it may subcontract to others) and shall at all times comply with such quality controls, systems and processes and other requirements under the Regulatory Approval;

(d) at the time of their Delivery, title to the COVID Vaccine Delivered under this Agreement will pass to Government Purchaser as provided in this Agreement free and clear of any security interest, lien, charge or other encumbrance;

(e) COVID Vaccine made Available and Delivered under this Agreement will be subject to batch certification in accordance with Article 51 of Directive 2001/83/EC within the EEA;

(f) its relevant Affiliates shall comply with section 54 of the UK Modern Slavery Act 2015 (Janssen's United Kingdom Modern Slavery Act Statement, as amended from time to time, is available at: https://www.jnj.com/about-jnj/policies-and-positions/california-transparency-in-supply-chains-act-and-united-kingdom-modern-slavery-act-statement); and

(g) its Business Continuity Plan is reasonably appropriate and sufficient to mitigate risks to the continuity of the making Available and Delivery of the COVID Vaccine to Government Purchaser under this Agreement.

14.4 [redacted]

15. INTELLECTUAL PROPERTY

15.1 Save as provided at clause 6.3, nothing in this Agreement shall grant either Party any rights to the other Party's Intellectual Property Rights. Under no circumstances does Janssen grant

to Government Purchaser or to any Third Party, by transfer, implication, estoppel or otherwise, any right, title, license or interest in any Intellectual Property Rights it or any of its Affiliates owns or controls in relation to, in connection with or resulting from the Vaccine Candidate, the COVID Vaccine or the Vaccine Volume.

16. INDEMNIFICATION

16.1 [redacted]

16.2 [redacted]

[redacted]

16.3 [redacted]

16.4 [redacted]

17. CONFIDENTIALITY

17.1 Each Party (a "**Receiving Party**") shall keep confidential and not disclose to any Third Party, nor use other than for the purpose of exercising its rights and performing its obligations under this Agreement, any Confidential Information of the other Party (a "**Disclosing Party**").

17.2 The obligations of confidentiality in clause 17.1 shall not apply to any use or disclosure expressly authorised by the Disclosing Party in writing or any information, data or materials which:

(a) is already lawfully possessed by the Receiving Party without any obligations of confidentiality or restrictions on use prior to receiving it from the Disclosing Party (whether before, on or after the Effective Date);

(b) is already in, or comes into, the public domain otherwise than through the Receiving Party's unauthorised disclosure;

(c) is obtained by the Receiving Party from a Third Party, which Third Party is not itself subject to any obligations of confidentiality; or

(d) has been developed by the Receiving Party independently of any access to or use of any Confidential Information disclosed hereunder, as documented by the Receiving Party's written records.

17.3 The Receiving Party may only disclose Confidential Information to its Affiliates and its and their employees, consultants, agents, officers, advisers and other representatives, and in the case of:

(a) Janssen, to its Subcontractors; and

(b) Government Purchaser, to its Authorised Agents or Administering Entities,

on a need to know basis solely for the purpose of performing its obligations and exercising its rights under this Agreement, provided that the Receiving Party shall be responsible for actions and omissions of such employees, consultants, agents, officers, advisers, representatives, Affiliates, Subcontractors, Authorised Agents or Administering Entities (as applicable), to whom Confidential Information is disclosed pursuant to this clause 17.3, and shall be liable as if such actions or omissions where of the Receiving Party. Notwithstanding the foregoing, Government Purchaser shall be entitled to disclose Confidential Information to Parliament and Parliamentary Committees or, if required, by any Parliamentary reporting requirement and otherwise (acting reasonably) as is necessary or appropriate in the course of carrying out its public functions. For the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Receiving Party under this clause 17.

17.4 The Receiving Party may disclose any part of the Confidential Information solely to the extent that it is legally required to do so pursuant to an order of a court or arbitral tribunal of competent jurisdiction, any applicable Law or, in the case of Janssen, a competent Governmental Authority, or the rules of any securities exchange to which Janssen or its Affiliates may be subject or under applicable securities Law or for the purposes of any legal

proceedings to enforce or in respect of this Agreement; provided that and subject to clause 17.7 the Receiving Party shall (a) unless prohibited by Law, promptly notify the Disclosing Party prior to making such disclosure and limit such disclosure and, if permitted, provide the Disclosing Party with an opportunity to intervene to protect its Confidential Information, including an opportunity to make representations to the relevant court, arbitral tribunal, or Governmental Authority (as applicable) objecting to disclosure, and (b) use reasonable efforts to obtain assurances that confidential treatment will be accorded to the Confidential Information to be disclosed pursuant to this clause 17.4. [redacted]

17.5 If the Confidential Information includes any Personal Data then each Party shall comply with all relevant Data Protection Legislation applicable to it and its use of such Personal Data in accordance with clause 22.

17.6 The obligations contained in this clause 17 shall continue for [redacted] following the expiry or termination of this Agreement.

17.7 Neither Party shall issue any press release or make any other public statement disclosing the other Party's Confidential Information [redacted] without the prior written consent of the other Party, provided that Janssen or its Affiliates may issue any press release or other public statement required under the rules of any securities exchange to which Janssen or its Affiliates may be subject or applicable securities Law.

17.8 Freedom of Information.

17.8.1 Each Party acknowledges and agrees that:

(a) information held by Government Purchaser, along with Government Purchaser Affiliates (collectively, the "**UK Government Agencies**"), may be subject to the requirements of the Freedom of Information Act 2000 ("**FOIA**") and the Environmental Information Regulations 2004 ("**EIR**") and Janssen shall reasonably assist and cooperate with, and provide all information reasonably required by such UK Government Agencies, at such UK Government Agencies' request, to enable such UK Government Agencies to comply with any information disclosure obligations;

(b) such UK Government Agencies shall be solely responsible for determining whether any Confidential Information or any other information is not exempt from disclosure in accordance with the provisions of the FOIA or the EIR;

(c) Government Purchaser may disclose any Confidential Information to the UK Government Agencies if such disclosure is reasonably permitted under clause 17.3; and

(d) confidentiality obligations and use restrictions set forth in this Agreement shall not apply to any Confidential Information the disclosure of which is required to ensure the compliance of a UK Government Agency with FOIA and EIR, *provided however*, that the relevant UK Government Agency has provided reasonable advance notice to Janssen prior to making any disclosure of such information and allowed Janssen a reasonable opportunity to make representations as to the applicability of any exemptions Janssen believes may apply to the disclosure of such information under FOIA or EIR, and provided further that such UK Government Agency shall only disclose the Confidential Information to the extent strictly necessary.

17.8.2 Janssen represents to Government Purchaser that any Confidential Information of [redacted] disclosed pursuant to the CDA shall be deemed disclosed under this Agreement and that Government Purchaser may use the same for this Agreement.

17.8.3 If a UK Government Agency receives a request under FOIA or EIR to disclose any Confidential Information of Janssen, it will promptly notify Janssen, and in any event within [redacted] of receiving the request. Janssen asserts that any of its Confidential Information disclosed under this Agreement falls within the absolute exemption set out in section 41 of FOIA as information provided by a third party under obligation of confidentiality, in section 43 of FOIA as information the disclosure of which would (likely) prejudice the commercial interests of Janssen or Regulation 12(5)(e) of EIR where such confidentiality is provided by law to protect a legitimate economic interest. If such UK Government Agency (acting reasonably but in its sole discretion) concludes that any such exemption (or any other exemption of FOIA or EIR) applies to Confidential Information disclosed hereunder then such UK Government Agency shall refuse access to such Confidential Information to the extent permitted by such exemption.

18. TERM AND TERMINATION

18.1 This Agreement commences and takes effect on the Effective Date and shall continue until the date that this Agreement automatically expires or is otherwise terminated ("**Term**").

18.2 Without prejudice to clause 19.3, and subject to Exhibit D, this Agreement shall automatically expire [redacted]

[redacted]

18.3 Without prejudice to clause 19.3, either Party may terminate this Agreement with immediate effect on notice if at any time:

18.3.1 the other Party commits a material breach of any material obligation under this Agreement and fails to remedy that breach within [redacted] of that Party being notified in writing to do so;

18.3.2 the other Party undergoes a change of control within the meaning of sections 450 and 451 of the Corporation Tax Act 2010 (other than for an intra-group change of control) without the prior consent of the terminating Party (not to be unreasonably withheld);

18.3.3 in the circumstances where clause 20 (Force Majeure) applies to the performance of the other Party's obligations under this Agreement, [redacted] has elapsed since the other Party gave notice of such circumstances in accordance with clause 20, and resumption of implementation of the Agreement is considered impossible by the Party who is not suffering from the Force Majeure event and wishes to terminate the Agreement pursuant to this clause 18.3.3 (acting reasonably and in good faith);

18.3.4 the other Party or its ultimate parent undertaking suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

18.3.5 the other Party's or the other Party's ultimate parent undertaking's financial position deteriorates so far as to reasonably justify the opinion that the Party's ability to give effect to the terms of this Agreement is in jeopardy; or

18.3.6 to the extent permitted by applicable Law:

(a) any resolution is passed, or application made, in relation to the other Party or the other Party's ultimate parent undertaking for a moratorium on the payment of its debts, or its dissolution, liquidation, winding-up or administration;

(b) a receiver, liquidator, administrator or administrative receiver (or equivalent officer) is appointed over the other Party or the other Party's ultimate parent undertaking or the undertaking or all or a substantial part of the assets of the other Party or of the other Party's ultimate parent undertaking; and/or

(c) the other Party or the other Party's ultimate parent undertaking suffers any event in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events described in this clause 18.3.6.

18.4 Without prejudice to any other right under this Agreement and to clause 19.3, and subject to clause 11.5(a), Janssen may terminate this Agreement with immediate effect on notice to Government Purchaser if Janssen abandons its [redacted] development program in respect of the Vaccine Candidate for reason of [redacted]

18.5 [redacted]

19. EFFECTS OF TERMINATION OR EXPIRY

19.1 On termination or expiry of this Agreement, each Party shall promptly:

(a) return to the other Party all documents and materials (and any copies) containing the other Party's Confidential Information;

(b) subject to clause 19.1(a), take all reasonable steps to erase all the other Party's Confidential Information from its computer systems,

provided that with respect to clauses 19.1(a) and 19.1(b): (i) each Party shall be entitled to keep one copy of the other Party's Confidential Information for evidence purposes at a secure place and subject to the confidentiality and non-use obligations in clause 17 or as required to comply with applicable Law or Applicable Standards; and (ii) the obligation to return or erase the other Party's Confidential Information shall not apply to electronic copies of Confidential Information which are rightfully contained in computers, word processors, communication systems and system-backup media (collectively "**IT Media**") which do not need to be destroyed or returned, provided that such IT Media are: (x) overwritten in the ordinary course of their reuse; or (y) at all times maintained in confidence and not readily accessible and the receiving Party of such Confidential Information shall treat such copies as confidential in accordance with clause 17; and

(c) on request, certify in writing to the other Party that it has complied with its obligations under this clause 19.1.

19.2 On termination of this Agreement, Janssen shall immediately be relieved from any outstanding obligations to make Available and Deliver any outstanding Vaccine Volume and Government Purchaser shall be relieved of any outstanding obligations to pay the corresponding Price. Subject to the foregoing, termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry or remedies in respect of any Nonconforming COVID Vaccine.

19.3 [redacted]

20. FORCE MAJEURE

If and to the extent that a Party (the "**Affected Party**"), its Affiliates or, in the case of Janssen, Subcontractors, are prevented from performing any or all of the Affected Party's obligations under this Agreement because of any cause which arises from or is attributable to acts of regulatory or Governmental Authorities or entities or acts, events, omissions or accidents in each case beyond the reasonable control of the Affected Party, its Affiliates and/or, in the case of Janssen, its Subcontractors ("**Force Majeure**"), including strikes, lock-outs or other industrial disputes (whether involving the work force of Janssen and/or its Affiliates and/or Subcontractors, or of any Third Party), fire, storm, flood, earthquake or other acts of god or nature, disease, shortage of materials, unavailability of transport, default of suppliers, war, riot, civil commotion, malicious damage, any Law or direction issued by any judicial, arbitral, governmental, quasi-governmental or other competent institution (including the MHRA) or the inability of Janssen and/or its Affiliates to operate manufacturing or development activities due to lack of staff as a consequence of any of the foregoing, then the Affected Party shall be excused performance of its obligations to the extent and for the period required by such cause. For the avoidance of doubt, the pandemic declared in respect of SARS-CoV-2 is a foreseeable risk and shall not be an event of Force Majeure.

21. ANTI-BRIBERY

21.1 Janssen represents and warrants, on behalf of itself and its Affiliates, and, to the best of its knowledge, its and their respective Personnel, if any, directly and effectively involved, in the obtaining or performance of this Agreement (together with Janssen, the "**Janssen Representatives**") that:

21.1.1 it and the Janssen Representatives have not committed any offence under the Bribery Act 2010 in connection with the award, negotiation or performance of this Agreement or done any of the following ("**Prohibited Acts**"):

(a) offered, given or agreed to give any officer or employee of Government Purchaser any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining or performance of this Agreement or for showing or not showing favour or disfavour to any person in relation to this Agreement; or

(b) in connection with this Agreement paid or agreed to pay any commission other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to Government Purchaser; and

21.1.2 the relevant Janssen Affiliates have in place and shall maintain adequate procedures designed and intended to prevent bribery and corruption, as contemplated by section 7 of the Bribery Act 2010; and

21.1.3 the Janssen Representatives have not knowingly taken and shall not take any action that will, or would reasonably be expected to, cause Government Purchaser or its Affiliates to be in violation of any such laws.

22. DATA PROTECTION

22.1 Each Party shall comply with the Data Protection Legislation in force from time to time in the Territory in respect of any Personal Data provided to it by the other Party under, or in connection with the performance of its obligations under, this Agreement or in the case of Government Purchaser, related to the use of the COVID Vaccine by Government Purchaser or any person to whom it is supplied pursuant to this Agreement. In particular, in respect of such Personal Data, each Party agrees to comply with the obligations placed on it by the Principle (f) (the "**Integrity Principle**") set out in the Data Protection Act 2018.

22.2 Both Parties agree to use all reasonable efforts to assist each other to comply with Data Protection Legislation, including in relation to subject access requests.

23. RIGHT OF AUDIT AND PREVENTION OF FRAUD

23.1 Each Party shall keep secure and maintain for the Term of this Agreement and [redacted] thereafter, or such longer period as may be agreed between the Parties, full and accurate records of all matters relating to this Agreement.

23.2 Subject to clause 3.3, Janssen shall grant to Government Purchaser or its authorised agents, such access to those records as they may reasonably require: (i) in order to check Janssen's compliance with this Agreement, and (ii) for the purposes of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economic efficiency and effectiveness with which Government Purchaser has used its resources.

23.3 Subject to clause 3.3, the Comptroller and Auditor General may examine such documents as they may reasonably require which are owned, held or otherwise within the control of Janssen and its Affiliates and may require Janssen to provide such oral and/or written explanations as may reasonably be necessary. This clause does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of Janssen under section 6(3)(d) and 6(5) of the National Audit Act 1983.

23.4 In entering into this Agreement and in its performance under this Agreement Janssen shall ensure that it, its Affiliates and its staff, act in good faith towards Government Purchaser in connection with the subject matter of this Agreement.

23.5 Janssen shall take all reasonable steps to prevent any offence under applicable Law creating offences in respect of fraudulent acts (including any fraudulent acts in relation to this Agreement, or defrauding or attempting to defraud or conspiring to defraud the Crown) by staff and Janssen in connection with the receipt of monies from Government Purchaser. Janssen shall notify Government Purchaser immediately if it has reason to suspect that any such fraudulent acts have occurred or is occurring or is likely to occur.

24. TAX NON-COMPLIANCE

24.1 If, at any point during the Term of this Agreement, an Occasion of Tax Non-Compliance occurs, Janssen shall:

24.1.1 notify Government Purchaser in writing of such fact within [redacted] of its occurrence; and

24.1.2 within a reasonable period, provide to Government Purchaser:

(a) details of the steps which Janssen is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

(b) such other information in relation to the Occasion of Tax Non-Compliance as Government Purchaser may reasonably require.

25. COMPLIANCE WITH LAW

25.1 During the Term, Janssen shall comply, and shall procure that its Personnel, its Affiliates, its Affiliates' Personnel and all Subcontractors comply, at all times and in all material respects with applicable Law, including equality and non-discrimination legislation, labour and employment legislation and environmental and safety legislation, in each case in relation to the Development, Manufacture and Delivery of the COVID Vaccine and Vaccine Doses.

25.2 Janssen shall notify Government Purchaser immediately if it becomes aware of:

25.2.1 any actual or suspected material failure to comply with clause 25.1; or

25.2.2 any investigation of or proceedings against Janssen under human rights legislation, equality and non-discrimination legislation, labour and employment legislation and environmental and safety legislation in relation to the Development, Manufacture and Delivery of the COVID Vaccine and Vaccine Doses and shall cooperate fully and promptly with any reasonable requests of the person or body conducting such investigation or proceedings, including allowing access to any documents or data required, attending any meetings and providing any information requested.

26. NOTICES

26.1 Method of service.

A notice given under this Agreement by any Party to the other Party shall be in writing (which shall include e-mail), signed in manuscript by or on behalf of the Party giving it (which includes a scanned manuscript signature or, in the case of e-mail, that the message was sent from an e-mail address of the Party giving it (and which sender's e-mail address is one to which notices and other communications may also be validly delivered to that Party under this clause 26.1)), in the English language and may be either:

(a) delivered personally by hand; or

(b) if sent from within the same jurisdiction in which the recipient's address is located, then sent by first class pre-paid recorded delivery post or courier (or, if sent from outside the jurisdiction in which the recipient's address is located, then sent by international courier); or

(c) sent by e-mail,

in each case addressed as follows:

For Janssen:

Address: Janssen Pharmaceutica NV

Johnson & Johnson Special Envoy for Covid-19 Vaccine

[redacted]

E-mail address: [redacted]

For the attention of: [redacted]

With a copy to:

Address: Legal Director, Janssen UK

[redacted]

E-mail address: [redacted]

For the attention of: [redacted]

For Government Purchaser:

Address: Director General of the UK Vaccine Task Force

Department for Business, Energy and Industrial Strategy

1 Victoria Street, London, SW1H 0ET

E-mail address: [redacted]

For the attention of: [redacted]

With a copy to:

Address: Permanent Secretary, Department for Business, Energy and Industrial Strategy

Department for Business, Energy and Industrial Strategy

1 Victoria Street, London, SW1H 0ET

E-mail address: [redacted]

For the attention of: [redacted]

26.2 Deemed service.

Without prejudice to any earlier time at which a notice may be actually given and received, a properly addressed notice will in any event:

(a) if personally delivered, be deemed to have been given and received upon delivery at the relevant address;

(b) if posted to an address in the same jurisdiction as that from which it was sent by first class pre-paid recorded delivery post or courier (which courier

advises of delivery within two (2) Business Days), be deemed to have been given and received two (2) Business Days after the date of posting;

(c) if sent to an address in a different jurisdiction as that from which it was sent by international courier (which courier advises of delivery within seven (7) Business Days), be deemed to have been given and received seven (7) Business Days after the date of posting; or

(d) if sent by e-mail and no delivery failure is reported to or by the sender's e-mail server, be deemed to have been given and received on the date such e-mail was sent (or, if such day is not a Business Day, then the next Business Day).

26.3 Proof of service.

In proving service, it shall be sufficient to prove that:

(a) the envelope containing the notice was addressed to the address of the relevant Party as set out in clause 26.1 (or as otherwise notified by that Party pursuant to clause 26.5) and delivered either to that address or into the custody of the postal authorities as first class pre-paid recorded delivery post or custody of the courier, or international courier firm; or

(b) that the e-mail was correctly addressed and that no delivery failure was reported to or by the sender's e-mail server.

26.4 Receipt outside business hours.

If receipt or deemed receipt of a notice occurs before 9.30 a.m. in the country of receipt on a Business Day, the notice shall be deemed to have been received at 9.30 a.m. (in the country of receipt) on that day. If deemed receipt occurs after 5.30 p.m. (in the country of receipt) on a Business Day or on a day which is not a Business Day, the notice shall be deemed to have been received at 9.30 a.m. (in the country of receipt) on the next Business Day.

26.5 Change of address.

Any Party to this Agreement may give at least [redacted] notice to the other Party to change its address or other details specified in clause 26.1.

27. MISCELLANEOUS

27.1 Assignment and other dealings.

27.1.1 Other than with the written consent of Janssen, Government Purchaser may not assign, transfer, mortgage, charge, or otherwise grant any other person any interest in, the whole or any part of the benefit of, or any of its rights or obligations or interests under, this Agreement.

27.1.2 Other than with the written consent of Government Purchaser (such consent not to be unreasonably withheld), Janssen may not assign, transfer, mortgage, charge, or grant any interest in, the whole or any part of the benefit of, or any of its rights or obligations or interests under, this Agreement to any of its Affiliates. Any

assignment, transfer, mortgage, charge or grant to a Third Party shall only be permitted with the written consent of Government Purchaser.

27.1.3 Either Party may perform or have performed its obligations under this Agreement through any of its Affiliates, provided that such Party remains bound by its contractual obligations and responsible for the implementation of this Agreement including the acts or omissions of such Affiliates.

27.1.4 Solely to the extent permitted under the terms of this Agreement, either Party may subcontract or delegate certain of its obligations under this Agreement (i) to a Subcontractor (in the case of Janssen) or (ii) to an Authorised Agent or Administering Entity (in the case of Government Purchaser), provided that in each case of (i) and (ii) each applicable Party shall remain responsible for all acts and omissions of its Subcontractor or its Authorised Agent or Administering Entity (as applicable) as if they were its own.

27.2 Entire agreement.

27.2.1 This Agreement constitutes the whole agreement and understanding between the Parties relating to the subject matter of this Agreement and supersedes and extinguishes any previous agreement or arrangement between the Parties relating to the subject matter of it (including the Term Sheet and, subject to clause 17.8.2 the CDA entered into between the Parties) and excludes any representation, promise, assurance or other undertaking implied by Law, custom or course of dealing.

27.2.2 Nothing in this clause 27.2 shall limit or exclude any liability or remedy for fraud or wilful misconduct.

27.3 Language.

This Agreement shall be executed in the English language. In the case of any translation of this Agreement, the English version of this Agreement shall prevail.

27.4 Variation.

No amendment to or variation of this Agreement is effective unless it is in writing and signed by a duly authorized representative of each Party to this Agreement.

27.5 Severance.

27.5.1 If any provision of this Agreement is held by any court or arbitral tribunal of competent jurisdiction to be invalid, unenforceable or illegal, in whole or in part, such provision shall apply with whatever deletion or modification is necessary so that the provision is valid, enforceable or legal and gives effect to the intention of the Parties.

27.5.2 To the extent it is not possible to delete or modify the provision, in whole or in part, under clause 27.5.1, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under this clause 27.5, not be affected.

27.6 Counterparts.

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original and which together have the same effect as if each Party had signed the same document. The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. "Electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature or signatures affixed via e-signing platforms (such as Adobe Sign or DocuSign).

27.7 No agency, joint venture or partnership.

Nothing contained in this Agreement shall constitute or be deemed to constitute an association, joint venture or partnership between the Parties and neither Party shall be, or be construed to be, the agent of the other Party for any purpose or to have any authority to bind or incur any liability on behalf of the other Party, save as otherwise expressly provided in this Agreement.

27.8 Waiver.

No failure to exercise, nor any delay in exercising, any right, power, privilege or remedy under this Agreement shall in any way impair or affect the exercise of such right, power or privilege or remedy, or operate as a waiver of such right, power or privilege or remedy in whole or in part. The waiver by any Party of any of its rights or remedies arising under this Agreement or by Law shall not constitute a continuation of that or any other right or remedy. No single or partial exercise of any right, power, privilege or remedy under this Agreement shall preclude or restrict the further exercise of that or any other right, power, privilege or remedy.

27.9 Third party rights.

[redacted] a person who is not a Party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. [redacted] the Parties may mutually agree to amend the terms of or terminate this Agreement [redacted]

28. GOVERNING LAW, DISPUTE RESOLUTION AND WAIVER OF SOVEREIGN IMMUNITY

28.1 Governing law and jurisdiction.

This Agreement (including the agreement to arbitration in clause 28.2 below) and all matters relating to or in connection with it shall be governed by, and construed in accordance with, the laws of England and Wales, without regard to any conflicts of law principles. The Parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods.

28.2 **Dispute resolution.**

28.2.1 In the event of any contractual or non-contractual dispute, controversy or claim arising out of or in connection with this Agreement (including any question regarding its existence, validity or termination) (a "**Dispute**"), the Dispute shall be

referred to and finally resolved by arbitration under the LCIA Arbitration Rules (the "**Arbitration Rules**"), which Arbitration Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. Each Party shall nominate in the Request and the Response (both terms as defined in the Arbitration Rules), respectively, one co-arbitrator for appointment by the LCIA Court. If a party fails to nominate a co-arbitrator in the Request or the Response, the selection and appointment of the co-arbitrator shall be made by the LCIA Court. The presiding arbitrator shall be jointly nominated by the two co-arbitrators for appointment by the LCIA Court. If the two co-arbitrators fail to reach agreement regarding a nomination within [redacted] of their appointment by the Court, the selection and appointment of the presiding arbitrator shall be made by the LCIA Court. The seat, or legal place, of arbitration shall be London, United Kingdom. The language to be used in the arbitral proceedings shall be English.

28.2.2 Judgment upon the award may be entered by any court of competent jurisdiction.

28.3 **Waiver of sovereign immunity.**

Government Purchaser hereby expressly, unconditionally, and irrevocably submits to the jurisdiction of any arbitral tribunal constituted in accordance with clause 28.2, and any court in which any award rendered by an arbitral tribunal constituted pursuant to clause 28.2 may be enforced, and for the purposes thereof irrevocably waives any right of sovereign immunity it may have, whether before the arbitral tribunal or otherwise from suit and/or jurisdiction and/or adjudication, including but in no way limited to waiving any right of sovereign immunity as to it and any of its property. Such property includes but is in no way limited to any bank account belonging to Government Purchaser whether held in the name of a diplomatic mission or otherwise. This waiver extends but is in no way limited to property, including bank accounts, belonging to Government Purchaser's central bank or other monetary authority. For the avoidance of doubt, the irrevocable waiver in this clause 28.3 includes a waiver of any right of sovereign immunity in respect of pre-judgment interim relief and post-judgment execution of any arbitral award, wherever such relief or execution is sought.

[*Signatures appear on the next page.*]

SIGNATURE PAGE TO ADVANCE PURCHASE AGREEMENT

This Agreement has been entered into on the date stated at the beginning of it.

EXECUTED by **JANSSEN PHARMACEUTICA NV**

acting by its duly authorised signatory

[redacted]

[redacted]

(Managing Director, Janssen UK & Ireland, acting under delegated authority granted on 22 October 2020)

15 Jan 2021

Date

EXECUTED on behalf of **THE SECRETARY OF STATE FOR BUSINESS, ENERGY AND INDUSTRIAL STRATEGY, ACTING ON BEHALF OF THE CROWN**

.....

[redacted]

(Director General Vaccine Taskforce)

.....

Date

SIGNATURE PAGE TO ADVANCE PURCHASE AGREEMENT

This Agreement has been entered into on the date stated at the beginning of it.

EXECUTED by **JANSSEN PHARMACEUTICA NV**

acting by its duly authorised signatory

.....

[redacted]

(Managing Director, Janssen UK & Ireland, acting under delegated authority granted on 22 October 2020)

.....

Date

EXECUTED on behalf of **THE SECRETARY OF STATE FOR BUSINESS, ENERGY AND INDUSTRIAL STRATEGY, ACTING ON BEHALF OF THE CROWN**

[redacted]

[redacted]

(Director General Vaccine Taskforce)

15/01/2021

.....

Date

EXHIBIT A

[redacted] AVAILABILITY SCHEDULE

After Regulatory Approval and subject to the conditions of the Agreement, Janssen [redacted] expects to be able to make Available to Government Purchaser allocations of the Vaccine Volume as follows.

[redacted]

(a) **Base Volume Commitment**

[redacted]	[redacted]	***Vaccine Volume Cumulative***
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	30 million

(b) **Incremental Volume Commitment**

[redacted]

On the assumption that Government Purchaser exercises its option for up to the Maximum Additional Volume Commitment of 22 million Vaccine Doses then, Janssen [redacted] expects to be able to make Available to Government Purchaser allocations of the Maximum Additional Volume Commitment after Regulatory Approval, and subject to the terms of the Agreement, as follows:

[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

EXHIBIT B

PAYMENT [redacted]

		[redacted]	[redacted]
[redacted]		[redacted]	
[redacted]	[redacted]		[redacted]
[redacted]		[redacted]	[redacted]

Base Volume Commitment to consist of a total of 30 million Vaccine Doses.

Maximum Additional Volume Commitment to consist of a total of no more than 22 million Vaccine Doses.

EXHIBIT C

Option Exercise Notice Template

[GOVERNMENT PURCHASER LETTER HEAD]

[Janssen address]

[Date]

Dear [***JANSSEN CONTACT***],

Option Exercise Notice for Incremental Volume Commitment

We refer to the Advance Purchase Agreement between us dated **[●]** ("**APA**") for the SARS-CoV-2/COVID-19 vaccine. Capitalized terms not defined in this letter shall have the meaning given to them in the APA.

We hereby serve an Option Exercise Notice to purchase an Incremental Volume Commitment of **[●]** million Vaccine Doses [redacted] at the date of this Option Exercise Notice is [●], which, for the avoidance of doubt, includes the deduction of the Vaccine Doses comprised in the Base Volume Commitment and any Incremental Volume Commitment in respect of which a validly accepted existing Option Exercise Notice has already been provided. This Option Exercise Notice (and the Incremental Volume Commitment referred to herein) relates to [*insert Incremental Volume Commitment number*]. As required by clause 2.2 of the APA, on Janssen's request, we will provide evidence [redacted]

This Option Exercise Notice constitutes an offer by Government Purchaser for the purchase of such Incremental Volume Commitment, of which Janssen shall confirm [redacted] promptly following the receipt hereof by way of service of a confirmation notice to Government Purchaser. Upon Janssen's acceptance of this Option Exercise Notice this Option Exercise Notice shall be binding on the Parties and the terms of the APA shall govern each Parties obligations with respect thereto.

Yours sincerely,

[*Signature*]

[*Name*]

[*Role*]

EXHIBIT D

[redacted]

EXHIBIT E

Quality Requirements

The table below defines the roles and responsibilities between Janssen and Government Purchaser (for the purpose of this Exhibit E, the "**GP**") with respect to compliance with applicable quality assurance requirements in respect of the Vaccine Volume and the COVID Vaccine.

1. Notification	**Janssen**	**GP**
Promptly notify Janssen about any regulatory inspections related to COVID Vaccine, while under its control, including observations and actions taken to mitigate those observations.		X
Promptly communicate any untoward incident that occurs after Delivery and while COVID Vaccine is under its control and that impacts COVID Vaccine safety, quality or compliance.		X
Notify Janssen of any instance of suspected counterfeit, tampered or diverted COVID Vaccine within 24h of awareness		X
2. Permits & Regulatory Requirements	**Janssen**	**GP**
Have and maintain or ensure that its contractors have and maintain all necessary licenses, regulatory approvals and certificates required by competent authorities to perform all activities under its control with the COVID Vaccine up until Delivery. Premises and facilities must comply with regulations for performing all agreed activities, including manufacturing under GMP.	X	
Comply and ensure that its contractors comply with all laws, regulations and policies applicable to the activities performed under its control with COVID Vaccine up until Delivery, including Good Distribution Practices and GMP.	X	
Have and maintain or ensure that its contractors have and maintain all necessary licenses, regulatory approvals and certificates required by competent authorities to perform all activities under its control with the COVID Vaccine after Delivery, including but not limited to the receipt, storage, distribution, transport and handling thereof.		X
Comply and ensure that its contractors comply with all laws, regulations and policies applicable to the activities performed under its control with COVID Vaccine after Delivery, including Good Distribution Practices.		X
Ensure distribution of the COVID Vaccine from Delivery only to entities that have the required licenses, regulatory approvals and certificates as applicable.		X
Unless otherwise authorized by Janssen, ensure that from Delivery up until administration the COVID Vaccine remains in the same form of primary and/or secondary packages as originally Delivered by Janssen without altering the product, nor remove, deface, tamper the primary and/or secondary packages of the COVID Vaccine or affix any logo or words to the product or their primary and/or secondary packages that overwrite or destroy the product lot traceability and product information.		X
Expired COVID Vaccine held after Delivery are not to be used as sales samples		X
3. Facilities and Equipment	**Janssen**	**GP**

Ensure sufficient space, suitable and adequate premises, installations and equipment, so as to ensure proper storage and handling of the Vaccine Volume in its control after Delivery according to specifications at all times. Premises and facilities must comply with all regulations for performing all agreed activities, including Good Distribution Practices.		X
4. Field Actions	**Janssen**	**GP**
Provide final decision and authority to initiate any field action.	X	
Provide all communications to the competent authority related to field actions.	X	
5. Recalls	**Janssen**	**GP**
Implementation of recall	X	X
6. Cold Chain	**Janssen**	**GP**
Ensure that it any and all of its contractors involved in receiving, handling, storage, delivery and similar actions with the COVID Vaccine have appropriate procedures in place to handle cold chain products. These procedures shall include handling temperature excursion that may occur	X	X
7. Complaint Handling	**Janssen**	**GP**
Report all the available information to Janssen within 24 hours of becoming aware of any product complaint in relation to COVID Vaccine it distributes/uses.		X
8. Records Retention	**Janssen**	**GP**
Records applicable to the manufacture and supply of Vaccine Candidate to be retained for no less than five (5) years following Delivery.	X	

EXHIBIT F

Working Committee Party Representatives

Representatives

Membership	Government Purchaser	Janssen
[redacted]	[redacted]	[redacted]
Project Management	[redacted]	[redacted]
Manufacturing	[redacted]	[redacted]
Clinical Trials	[redacted]	[redacted]
Regulatory Approval	[redacted]	[redacted]
Delivery and Deployment	[redacted]	[redacted]

EXHIBIT G

Documentation to Accompany Deliveries

- Pack list and quantity of Vaccine Doses
- Certificate of Analysis (and, where relevant, Certificate of Origin)
- Product description as set out on the pack list
- Batch details
- Storage and transport temperature control records
- Quality contacts for Janssen

EXHIBIT H

Facilities

EXHIBIT I

Delivery Principles

[redacted]

Packaging and Palette Configuration