

SECOND AMENDMENT AGREEMENT

This **SECOND AMENDMENT AGREEMENT** (this “**Second Amendment**”), entered into as of the 31st day of December, 2020 (the “**Second Amendment Effective Date**”), is by and between The Secretary of State for Business, Energy and Industrial Strategy, acting on behalf of the Crown, whose principal office is at 1 Victoria Street, Westminster, London, SW1H 0ET (“**Purchaser**”), and Moderna Switzerland GmbH, a limited liability company (“*Gesellschaft mit beschränkter Haftung*”) organized and existing under the Laws of Switzerland with company number CHE-344.522.989 and registered address at Aeschenvorstadt 48 (c/o Katja Schott, Walder Wyss), 4051 Basel, Switzerland (“**Moderna**”). Purchaser and Moderna are referred to in this Second Amendment individually as a “**Party**” and together as the “**Parties**”.

WHEREAS, Purchaser and Moderna entered into a supply agreement, dated November 16, 2020 (as amended November 23, 2020), relating to the supply of seven (7) million doses (based on a dose of 100-micrograms of Product) of filled and finished mRNA-1273 (the “**Supply Agreement**”).

WHEREAS, Purchaser wishes to purchase an additional ten (10) million doses (based on a dose of 100-micrograms of Product) of Product (as defined in the Supply Agreement) to be delivered by Moderna to Purchaser under the Supply Agreement, and in connection therewith;

[REDACTED]

WHEREAS, the Parties now wish to amend the Supply Agreement to reflect the foregoing principles as provided in this Second Amendment.

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

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

2. **AMENDMENTS.**

2.1 Section 1.18 of the Supply Agreement is hereby deleted and restated as follows:

“1.18 “**Confirmed Volume**” means, based on a dose of 100-micrograms of the Product, (a) seventeen (17) million doses of all Products (the “**Initial Confirmed Volume**”), and (b) at any time during the Term, the Initial Confirmed Volume as adjusted in accordance with Section 5.6(iv).”

2.2 Section 1.40 of the Supply Agreement is hereby deleted and restated as follows:

“1.40 [REDACTED]

[REDACTED]

2.3 Section 1.49 of the Supply Agreement is hereby deleted and restated as follows:

“1.49 [REDACTED]

2.4 New Section 1.92 is hereby inserted immediately following Section 1.91 of the Supply Agreement:

“1.92 “**Second Amendment Effective Date**” means 31 December 2020.”

2.5 Section 4.1(i) of the Supply Agreement is hereby deleted and restated as follows:

“(i) [REDACTED]

2.6 Section 6 of the Supply Agreement shall be amended by the addition of the following section after Section 6.10:

“6.11 [REDACTED]

2.7 Exhibit D of the Supply Agreement is hereby deleted and replaced with the table annexed hereto as Annex 1, which will be deemed to be an updated Anticipated Delivery Schedule.

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

3. MISCELLANEOUS.

3.1 This Second Amendment will be construed and the respective rights of the Parties determined in accordance with the substantive Laws of [REDACTED] notwithstanding any provisions of [REDACTED] Laws or any other Laws governing conflicts of laws to the contrary, and the patent Laws of the relevant jurisdiction without reference to any rules of conflicts of laws to the contrary. The Parties expressly reject any application to this Second Amendment of the United Nations Convention on Contracts for the International Sale of Goods. Each Party, and its Affiliates and Related Parties (as applicable), disclaim any reliance on any representation, act or omission other than what is expressly set forth in this Second Amendment.

3.2 The provisions of Section 12.3, Section 12.5, Section 12.6, Section 12.7, Section 12.8, Section 12.12 and Section 12.13 of the Supply Agreement are incorporated herein by reference as though set forth herein, *mutatis mutandis*.

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

**THE SECRETARY OF STATE FOR
BUSINESS, ENERGY AND INDUSTRIAL
STRATEGY**

MODERNA SWITZERLAND GMBH



BY: _____
NAME: _____
TITLE: Director General Vaccine Taskforce

BY: _____
NAME: _____
TITLE: _____

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STRATEGY**

MODERNA SWITZERLAND GMBH

BY: _____
NAME:
TITLE:

BY:  _____
NAME: 
TITLE: 

ANNEX 1

EXHIBIT D

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]