2022-2023 LONG-FORM SUPPLY AGREEMENT

This **SUPPLY AGREEMENT** (this "**Agreement**"), entered into as of 5 April 2022 (the "**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 Peter Merian-Weg 10, 4052 Basel, Switzerland ("**Moderna**"). Purchaser and Moderna are referred to in this Agreement individually as a "**Party**" and together as the "**Parties**".

WHEREAS, Purchaser and Moderna entered into a supply agreement, dated November 16, 2020 (as amended by subsequent amendment agreements dated November 23, 2020, December 31, 2020 and October 11, 2021), relating to the supply of seventeen (17) million doses (based on a dose of 100-micrograms of Original Product) of filled and finished mRNA-1273 vaccine (the "**2020 Supply Agreement**").

WHEREAS, recognizing the identification of new variants and strains of SARS-CoV-2 (COVID-19), and Moderna's efforts to develop new vaccines to target such variants or strains, including the recent emergence of the Omicron B.1.1.529 variant, Purchaser and Moderna entered into a further supply agreement, dated November 30, 2021 (the "**Interim 2022-2023 Supply Agreement**"), by which Purchaser agreed to purchase and Moderna agreed to supply an additional sixty (60) million doses of vaccines targeting SARS-CoV-2 (being Original Product and Variant Product selected by Purchaser pursuant to the terms of this Agreement), of which, subject to the terms of that Agreement, twenty-nine (29) million doses are to be delivered by Moderna to Purchaser in 2022 and a further thirty-one (31) million doses are to be delivered by Moderna to Purchaser in 2023.

WHEREAS, the purpose of the Interim 2022-2023 Supply Agreement was to rapidly reserve and secure Delivery of Products as a minimum commitment between the Parties, with the intention that the Parties agreed to subsequently discuss, negotiate and agree in good faith this Agreement as a separate more detailed agreement to replace the Interim 2022-2023 Supply Agreement. The Parties recognize that neither the terms of the 2020 Supply Agreement, the Interim 2022-2023 Supply Agreement nor the terms of this Agreement shall form the basis of, or hold any influence over, any separate negotiations between the Parties or their respective Affiliates or Related Parties regarding any other supply terms or partnership.

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, the following terms, whether used in the singular or plural, will have the respective meanings set forth below:

1.1 "**2022/2023 Delivery Schedule**" has the meaning set forth in Section 6.6(i).

1.2 "**Additional Doses**" has the meaning set forth in Section 3.3.

1.3 "**Affiliate**" means, with respect to Moderna, any Person that controls, is controlled by, or is under common control with Moderna. For the purposes of this Agreement, such Person will be deemed to control another Person if it owns or controls, directly or indirectly, more than fifty percent (50%) of the equity securities of such Person entitled to vote in the election of directors (or, in the case that such Person is not a corporation, for the election of the corresponding managing authority), or otherwise has the power to direct the management and policies of such Person. The Parties acknowledge that in the case of certain entities organized under the Laws of certain countries, the maximum percentage ownership permitted by Law for a foreign investor may be less than fifty

percent (50%), and that in such case such lower percentage will be substituted in the preceding sentence; *provided*, that such foreign investor has the power to direct the management and policies of such entity.

1.4 "**Agreed Deficient Product Date**" has the meaning set forth in Section 11.1(i).

1.5 "**Agreement**" has the meaning set forth in the preamble.

1.6 "**Applicable Laws**" means, (a) with respect to Moderna, the Laws of the jurisdiction(s) where each Manufacturing Site is located and the Laws of all jurisdictions in the Territory, and (b) with respect to Purchaser, the Laws of all jurisdictions in the Territory where the Product is imported, distributed, administered or used.

1.7 "**Authorized Agent**" means any authorized agent appointed by the Purchaser as notified to Moderna in writing.

1.8 "**Business Continuity Event**" means any event or issue that could reasonably be expected to impact on the operations of Moderna and its Affiliates, and the ability of Moderna to supply and have supplied the Product including, without limitation, any Force Majeure event, and the withdrawal of the United Kingdom (or any part of it) from the European Union and any related circumstances, events, changes or requirement;

1.9 "**Business Continuity Plan**" means Moderna's business continuity plan which includes its plans for continuity of the Development, Manufacture and supply of the Product during any Business Continuity Event and to seek to manage risks presented by the COVID-19 Pandemic;

1.10 "**Business Day**" means a calendar day other than a Saturday, a Sunday, or a bank or other public holiday in London, United Kingdom, or Boston, Massachusetts (or, solely in connection with timelines applicable to the date of Delivery of Product, Visp, Switzerland or the location of the Manufacturing Site).

1.11 "**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, in so far as that body's activities reasonably relate to this Agreement, the subject matter hereof, the Product and services to be provided hereunder, or the transactions contemplated hereby, including the Purchaser, the Department of Health, and the Treasury including their respective arm's length bodies such as UK Research and Innovation, Public Health England and UK Government Investments.

1.12 "**cGMP**" or "**Good Manufacturing Practice**" means current good manufacturing practices applicable in the Territory and each of the countries where the Manufacturing Sites are situated, together with applicable rules and guidance documents issued by the applicable Regulatory Authority pertaining to Manufacturing and quality control practice, all as updated, amended and revised from time to time.

1.13 "**Change of Control**" means with respect to Moderna (a) the acquisition of beneficial ownership, directly or indirectly, by any Person of securities or other voting interest of such Party representing a combined voting power of such Party's then outstanding securities or other voting interests to exercise direct or indirect control over that Party, (b) any merger, reorganization, consolidation or business combination involving such Party with a Third Party that results in the holders of beneficial ownership (other than by virtue of obtaining irrevocable proxies) of the voting securities or other voting interests of such Party (or, if applicable, the ultimate parent of such Party) immediately

prior to such merger, reorganization, consolidation or business combination ceasing to hold beneficial ownership of at least fifty percent (50%) of the combined voting power of the surviving entity immediately after such merger, reorganization, consolidation or business combination, (c) any sale, lease, exchange, contribution or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of such Party to which this Agreement relates, other than a sale or disposition of such assets to an Affiliate of such Party.

1.14 "**Claim**" has the meaning set forth in Section 4.3.

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

1.16 "**Confidential Information**" means all technical, scientific and other know-how and information, trade secrets, knowledge, technology, means, methods, processes, practices, formulas, instructions, skills, techniques, procedures, specifications, data, results and other material, pre-clinical and clinical trial results, manufacturing procedures, test procedures and purification and isolation techniques, and any tangible embodiments of any of the foregoing, and any scientific, manufacturing, marketing and business plans, any financial and personnel matters relating to a Party or its present or future products, sales, licensors, licensees, suppliers, purchasers, employees, investors or businesses, that have been disclosed by or on behalf of such Party or such Party's Affiliates or Related Parties (as applicable) ("**Disclosing Party**") to the other Party or the other Party's Affiliates or Related Parties (as applicable) ("**Receiving Party**"), including in connection with the discussions and negotiations pertaining to this Agreement or in the course of performing this Agreement. Without limiting the foregoing, (a) this Agreement and its terms as well as all information pertaining to the relationship between the Parties will be deemed Confidential Information of each Party (the "**Agreement Information**") (b) the Moderna Technology is Confidential Information of Moderna; and (c) each Product, including the Specifications, Marketing Approvals for that Product, and all data, results and other information relating to that Product (including the safety, immunogenicity or efficacy of the Product) is Confidential Information of Moderna.

1.17 "**Confirmed Volume**" means sixty (60) million Doses of Product [redacted] of which (i) twenty-nine (29) million Doses are to be delivered by Moderna to Purchaser in 2022; and (ii) thirty-one (31) million Doses are to be delivered by Moderna to Purchaser in 2023; [redacted]

1.18 "**Crown**" means the government of the United Kingdom (including the Northern Ireland Executive Committee, the Scottish Executive and the Welsh Government), including, but not limited to, government ministers, government departments, government and particular bodies, and government agencies.

1.19 "**Deficient Product**" has the meaning set forth in Section 6.9(i).

1.20 "**Delivery**" has the meaning set forth in Section 6.8 (and "**Delivered**" and "**Deliver**" shall be construed accordingly).

1.21 "**Delivery Site**" means a site within the Territory as notified by the Purchaser to Moderna in writing at least ten (10) Business Days prior to the date of Delivery of the Product from time to time, provided always that there shall be no more than two (2) Delivery Sites at any one time or more than four (4) Delivery Sites during the Term of this Agreement.

1.22 "**Develop**" or "**Development**" means any and all research, discovery, characterization, preclinical, clinical and regulatory activity with respect to Original Product or any Variant Product, as applicable, (including the submission of filings with applicable Regulatory Authorities to support such preclinical and clinical activities and seek Marketing Approval), including clinical trials conducted after the Original Product or Variant Product, as applicable, receives a Marketing Approval in order to (a) maintain the existing Marketing Approval; or (b) fulfil conditions applicable to a conditional Marketing Approval where necessary.

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

1.24 "**Dispute**" has the meaning set forth in Section 14.3(i).

1.25 "**Donation Recipient**" has the meaning set forth in Section 4.12.

1.26 "**Dose**" means (i) a dose of 50-micrograms of Original Product, unless a higher dose of Original Product for administration as a booster is specified in the Relevant Marketing Approval for that Original Product booster, in which case that higher dose will apply; or (ii) in respect of any Variant Product, including any substitute volume of any of the Confirmed Volume with a Variant Product, the dose as specified in the Relevant Marketing Approval for that Variant Product.

1.27 "**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.

1.28 "**FOIA**" has the meaning set forth in Section 9.3(iii).

1.29 "**Force Majeure Event**" has the meaning set forth in Section 14.11.

1.30 "**Governmental Authority**" means any applicable government authority, court, council, tribunal, arbitrator, agency, regulatory body, department, bureau, branch, office, legislative body, commission or other instrumentality of (a) any government of any country, (b) any nation, state, province, county, city, or other political subdivision thereof, or (c) any regional or supranational body.

1.31 [redacted]

1.32 "**ICC**" has the meaning set forth in Section 14.3(iii).

1.33 "**Importation Costs**" has the meaning set forth in Section 5.5(iv).

1.34 "**Indemnity Third Party**" has the meaning set forth in Section 4.1.

1.35 [redacted]

1.36 "**Intellectual Property Rights**" means all patent rights, supplemental protection certificates and patent term extensions, trademarks, copyrights, design rights, database rights, domain names, rights in inventions, confidential information, know how, trade names, business names, get-up, logos and trade dress, and all other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications and rights to apply for the above, anywhere in the world in each case for their full term and any extension thereto.

1.37 "**Laws**" means, all laws, statutes, ordinances, regulations, rules, treaties, directives, judgments, decrees or orders of any Governmental Authority.

1.38 [redacted]

1.39 "**Loss**" has the meaning set forth in Section 4.1.

1.40 "**Manufacturing**", "**Manufactured**" or "**Manufacture**" means the manufacturing, quality assurance, quality control, stability testing, labelling, packaging, release and related services for the manufacture of the Product for use and distribution in the Territory.

1.41 "**Manufacturing Site**" means any manufacturing site at which the applicable Product (or any part of it) for delivery to the Territory has been Manufactured, which locations will be identified by Moderna to Purchaser in writing from time to time to the extent required under Section 6.2.

1.42 "**Marketing Approval**" means, with respect to a product in a particular country or jurisdiction, all approvals, licenses, permits, certifications, registrations or authorizations necessary for the sale or supply of such product in such country or jurisdiction for human use outside of clinical trials, but excluding pricing or reimbursement approvals. For the avoidance of doubt, "**Marketing Approval**" includes any of the following: emergency use authorization, accelerated approval, conditional approval, exceptional circumstances approval, temporary approval or similar approval under Laws in the particular country or jurisdiction.

1.43 "**Minimum Shelf Life**" has the meaning set out in Section 7.5.

1.44 "**Moderna**" has the meaning set forth in the preamble.

1.45 "**Moderna Parties**" means Moderna and its Affiliates, and each of their respective contractors, subcontractors, collaborators or (sub)licensees involved in any capacity in any part of the Development, Manufacture, supply, storage, distribution, importation or exportation of the Product pursuant to this Agreement, and each of their parent companies, subsidiaries and affiliates and their respective directors, managers, officers, employees, advisors, representatives, agents, successors and assigns.

1.46 "**Moderna Representative**" has the meaning set forth in Section 2.1.

1.47 "**Moderna Technology**" means any and all rights in any patents, patent applications, know-how, data, Trademarks (including Product Marks), inventions (whether or not patentable), copyrights, industrial designs, trade secrets and any other Intellectual Property Rights owned or otherwise controlled by Moderna or any of its Affiliates as of the Effective Date or any time during the Term.

1.48 "**Moderna UK**" means Moderna Biotech UK Limited, a company duly incorporated and existing under the laws of England and Wales, with registration number 11990046 and registered office at 11th floor, Whitefriars, Lewins Mead, Bristol, England, BS1 2NT.

1.49 "**Occasion of Tax Non-Compliance**" means: (a) any tax return of Moderna or Moderna UK submitted to HM Revenue & Customs on or after 1 October 2012 is found, on or after 1 April 2013, to be incorrect as a result of: (i) HM Revenue & Customs successfully challenging Moderna or Moderna UK 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 Moderna or Moderna UK was involved in, and which was, or should have been, notified to HM Revenue & Customs under the DOTAS or any equivalent or similar regime; or (b) any tax return of Moderna or Moderna UK submitted to HM Revenue & Customs 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.

1.50 "**OFAC**" means the U.S. economic sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control.

1.51 "**Off-Label Use**" means any off-label use of the applicable Product (including use of any dosage other than the dose that is specified in the Marketing Approval for that Product in the Territory, or where an authorization is issued pursuant to Regulation 174 of the Human Medicines Regulations 2012, any dosage other than the dosage recommended by Moderna and on which such temporary authorization is based).

1.52 [redacted]

1.53 "**Ordered Product**" has the meaning set forth in Section 8.4(i).

1.54 "**Original Product**" means the finished and packaged drug product form of Moderna's proprietary mRNA-1273 vaccine against SARS-CoV-2, as further described in Part A of Exhibit A.

1.55 "**Party**" or "**Parties**" has the meaning set forth in the preamble.

1.56 "**Person**" means an individual, partnership, corporation, limited liability company, joint stock company, unincorporated organization or association, trust or joint venture, or a Governmental Authority or political subdivision thereof.

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

1.58 "**Personnel**" means the employees, officers and contractors of a Party or (where, the context requires, those of a Party's Affiliates or Related Parties).

1.59 [redacted]

1.60 "**Product**" means (as the context requires) each of or all of the Original Product and each Variant Product [redacted] in each case as are to be supplied under this Agreement.

1.61 "**Product Claim**" has the meaning set forth in Section 6.9(i).

1.62 "**Product Marks**" means the Trademarks set forth in Exhibit B attached hereto.

1.63 "**Proposed Indication**" means indicated for active immunization against SARS-CoV-2 (including variants thereto) (COVID-19) initially in adolescents between the ages of 12

and 18 and adults 18 years of age and older, and subsequently in the pediatric (6 months to age 11) population.

1.64 "**Purchaser**" has the meaning set forth in the preamble.

1.65 "**Purchaser Representative**" has the meaning set forth in Section 2.1.

1.66 "**Recall**" has the meaning set forth in Section 7.7(i).

1.67 "**Regulatory Authority**" means any Governmental Authority involved in granting Marketing Approvals.

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

1.69 "**Relevant Marketing Approval**" means on a Product-by-Product basis a Marketing Approval for the applicable Product that is issued or granted by a Regulatory Authority for the Territory.

1.70 "**Reporting Indicators**" means those reporting indicators set out under Exhibit G.

1.71 "**Restricted Person**" means any Person (or any of its Affiliates) that satisfies any of the following: (i) is currently the subject or the target of any Sanctions; (ii) is located, organized or resident in a country, territory or geographical region that is itself the subject of Sanctions (including, as of the Effective Date, Cuba, Iran, North Korea, Sudan, Syria, and the Crimea region of Ukraine) or whose government is the subject or target of Sanctions; (iii) is named in any Sanctions-related list maintained by the U.S. Department of State, the U.S. Department of Commerce, or the U.S. Department of the Treasury, including to the Specially Designated Nationals and Blocked Persons List maintained by OFAC and the Denied Persons, Entity, and Unverified Lists maintained by the Bureau of Industry and Security; (iv) is, otherwise, by public designation of the United Nations Security Council, the European Union, Her Majesty's Treasury, or other equivalent, applicable Governmental Authority, the subject or target of any Sanctions; (v) is a Person with which any United States Person is prohibited from dealing or otherwise engaging in any transaction by any applicable Law or regulation; (vi) is owned or controlled by Persons described in clauses (i) through (v) or is otherwise the subject of Sanctions; (vii) conducts any business or engages in, or has conducted any business or engaged in, making or receiving any contribution of goods, services or money to or for the benefit of any Person, or in any country or territory that is the subject of Sanctions, other than in compliance with Sanctions Laws and regulations; (viii) the United States and its related parties; or (ix) any other Governmental Authority (or a related party under the direct control of that Governmental Authority thereof) to which Moderna (through an Affiliate or other Person) provides any Product.

1.72 "**Rolling Delivery Schedule**" has the meaning set forth in Section 6.6(ii).

1.73 "**Sanctions**" means any economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by any United States Governmental Authority (including but not limited to OFAC), the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority.

1.74 "**SDEA**" means one or more Safety Data Exchange Agreements entered into by the Parties relating to the Product.

1.75 "**SEC**" has the meaning set forth in Section 9.5.

1.76 "**Specifications**" means, on a Product by Product basis, the specifications or similar requirements for the applicable Product to be supplied under this Agreement (as initially set out in Part B of Exhibit A for the Original Product, which Exhibit shall be updated for any Variant Product forming part of the Confirmed Volume) and which shall be updated by Moderna to reflect the specifications that are approved pursuant to all Relevant Marketing Approval(s) as notified in advance to Purchaser as set forth in Section 2.6.

1.77 "**Substitution Notice**" has the meaning set forth in Section 8.4(i).

1.78 "**Swiss Licenses**" means the following licenses from Swissmedic in Switzerland in respect of the importation, manufacture, release, wholesale distribution and exportation of the Product (including a "Trade Abroad" right): (i) importation de produits de Thérapie Génique (TG) / Organismes Génétiquement Modifiés (OGM) prêts à l'emploi avec libération sur le marché de préparations combinées et vaccins ARNm avec octroi de contrats de fabrication à façon de Transplants Standardisés (TrSt) /TG/OGM comme donneur d'ordre; (ii) commerce de gros de produits de TG/OGM prêts à l'emploi avec libération sur le marché de préparations combinées et vaccins ARNm; and (iii) exportation de produits de TG/OGM prêts à l'emploi y compris préparations combinées et vaccins ARNm.

1.79 "**Technical Dispute**" has the meaning set forth in Exhibit C attached hereto.

1.80 "**Term**" has the meaning set forth in Section 13.1.

1.81 "**Territory**" means the United Kingdom of Great Britain and Northern Ireland.

1.82 "**Third Party**" means any Person other than (a) Purchaser or any of its Related Parties or (b) Moderna or any of its Affiliates.

1.83 "**Trademark**" means trademarks, service marks, certification marks, trade dress, internet domain names, trade names, identifying symbols, designs, product names, company names, slogans, logos or insignia, whether registered or unregistered, and all common law rights, applications and registrations therefor, and all goodwill associated therewith.

1.84 "**Tribunal**" has the meaning set forth in Section 14.3(iii).

1.85 "**Undelivered Replacement Product**" has the meaning set forth in Section 11.1(i).

1.86 "**Variant Product**" has the meaning set forth in Section 8.1.

1.87 "**Willful Misconduct**" has the meaning set forth in Section 4.2(ii).

2. GOVERNANCE.

2.1 Moderna and Purchaser shall each procure that their respective senior managers shall meet at least once per calendar quarter beginning on 14 January 2022 to discuss strategic issues under and applicable to this Agreement including the progress of Development and pipeline of Variant Products; Deliveries in the quarter to come and matters associated therewith; review of the Reporting Indicators and data related thereto; and such other matters as a Party may reasonably raise concerning the overall relationship of the Parties or performance hereunder. The senior managers shall comprise [redacted]

2.2 Moderna will appoint a Moderna representative (the "**Moderna Representative**") to be responsible for overseeing the conduct of the activities of Moderna under this Agreement, reporting on Moderna's progress against the Reporting Indicators, and maintaining communication with Purchaser. [redacted] They shall be of sufficient seniority and experience to be able to make decisions on behalf of Moderna on the day-to-day operation of this Agreement. Purchaser will appoint a Purchaser representative (the "**Purchaser Representative**") to be responsible for overseeing the conduct of the activities of Purchaser under this Agreement, discussing Moderna's progress against the Reporting Indicators, and maintaining communication with Moderna.

2.3 The Moderna Representative and the Purchaser Representative will coordinate the performance of all activities under this Agreement. Unless otherwise mutually agreed to by the Parties, all communications between Moderna and Purchaser regarding the conduct of the obligations under this Agreement will be addressed to, or routed through, the Moderna Representative and the Purchaser Representative. Moderna or Purchaser may, at its option, appoint, designate and substitute the Moderna Representative or the Purchaser Representative, respectively, by providing written notice to the other Party.

2.4 Each Party shall procure that its respective Moderna Representative or Purchaser Representative shall:

(i) make themselves reasonably available to their counterpart for meetings in accordance with the provisions of this Section 2 and co-operate with their counterpart in good faith in connection with this Agreement including to discuss those items in Exhibit G; and

(ii) be suitably qualified and have knowledge of matters concerning this Agreement.

2.5 Each calendar month during the Term the Parties shall discuss progress of the Delivery of Confirmed Volume as against the 2022/2023 Delivery Schedule and the Rolling Delivery Schedule.

2.6 The Moderna Representative shall provide the Purchaser Representative with an updated version of the Specifications for each Product (comparable to that as laid out in Part B of Exhibit A) by no later than the date that an application for a Relevant Marketing Approval (or any amendment to the same) for each Product is filed by or on behalf of Moderna, and a final copy of the Specifications for each Product that conform with the Relevant Marketing Approval issued or granted (including following any application to amend the same) for each such Product.

2.7 Each Party shall use reasonable efforts to minimize a change of the Moderna Representative or Purchaser Representative (as applicable), but any such change shall be notified to the other Party as soon as reasonably possible in writing and each Party shall use reasonable endeavors to ensure notice of any change on no less than one (1) month's prior written notice.

2.8 The Moderna Representative and the Purchaser Representative will meet at such times as they reasonably elect to do so, provided that they shall meet at least once a month unless (i) they both agree to a less frequent meeting schedule, or (ii) either representative reasonably considers that a more urgent meeting is necessary to discuss a material issue relating to this Agreement or in an emergency, and may meet via teleconference or videoconference or as they otherwise agree. Each Party will be solely responsible for the Moderna Representative's or Purchaser Representative's (as applicable) expenses relating to attending and participating in the meetings.

2.9 [redacted]

[redacted]

2.10 The Moderna Representative and the Purchaser Representative shall not have any authority to bind the Parties with respect to this Agreement.

3. CONFIRMED VOLUME

3.1 Confirmed Volume. Subject to the terms set out herein, Purchaser hereby agrees to purchase, and Moderna hereby agrees to supply, the Confirmed Volume of Product in accordance with the 2022/2023 Delivery Schedule set out in Schedule D to this Agreement and on the [redacted] and payment terms set out herein.

3.2 [redacted]

[redacted]

[redacted]

3.3 [redacted]

[redacted]

[redacted]

[redacted]

4. PURCHASER OBLIGATIONS.

4.1 [redacted]

[redacted]

4.2 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

4.3 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

4.4 [redacted]

4.5 [redacted]

4.6 [redacted]

[redacted]

4.7 [redacted]

4.8 Purchaser Responsibilities. Subject to the terms and conditions of this Agreement, Purchaser will solely control and assume all responsibility, at Purchaser's own cost and expense, for conducting all distribution activities relating to the Product in the Territory following its delivery and supply by Moderna pursuant to this Agreement in the Territory, *provided that* the foregoing shall not relieve Moderna's responsibilities with respect to the Manufacture and quality of the Product pursuant to the terms of this Agreement, nor its or its Affiliates' responsibilities to seek the Relevant Marketing Approval(s) and to ensure that Moderna UK fulfils the obligations of the holder of the applicable Marketing Approval in the Territory. Without limiting the foregoing, in fulfillment of its rights and obligations under this Agreement, during the Term, Purchaser will, at Purchaser's cost and expense:

(i) obtain any required license, permit, approval, authorization, consent or the like required for its, or its Authorized Agent's, wholesale distribution of the Product in the Territory following its release and Delivery to Purchaser;

(ii) store the Product after Delivery to Purchaser in accordance with the requirements in the applicable SmPC and Applicable Law;

(iii) carry out wholesale distribution of the Product in the Territory;

(iv) [redacted]

(v) comply with Applicable Law in relation to its rights and obligations in relation to the Product and its activities under this Agreement.

4.9 Territory Restrictions. Subject to Section 4.12 and such restriction being compliant with Applicable Law, Purchaser and its Related Parties will not sell, resell, transfer, hypothecate, assign, export or distribute the Product(s) Delivered pursuant to this Agreement outside the Territory, and if Purchaser or any of its Related Parties receives any order or request for any Product outside the Territory, then it will refer such order or request to Moderna for acceptance or rejection by Moderna or one of its Affiliates. Purchaser and its Related Parties will not export (other than as permitted pursuant to Section 4.12) the Product or import the Product into any country other than the Territory. If Purchaser or any of its Related Parties learns that any Third Party to whom Purchaser or any of its Related Parties distributed or sold the Product for use in the Territory is exporting, distributing, reselling, administering or using the Product outside the Territory, Purchaser will, and will cause its Related Parties to, use reasonable efforts to stop any such exportation, distribution, resale, administration or use of the Product, and if Purchaser and its Related Parties is unable to stop such exportation, distribution, resale, administration or use, it will take steps to cease further distribution or sales of the Product by itself and its Related Parties to such Third Party.

4.10 Approved Dose. Purchaser acknowledges that no dose other than that specified in the Relevant Marketing Approval(s) for the Product (as and when granted) in the Territory has been approved or recommended by Moderna, and Moderna makes no representations or warranties regarding the use of the Product at any dose other than such dose. [redacted] Purchaser will immediately notify Moderna in the event that Purchaser becomes aware that any Product has been packaged, administered or used other than in accordance with the Relevant Marketing Approval for that Product in the Territory, including for any Off-Label Use. Moderna will be entitled to disclose such information to any Governmental Authority or Regulatory Authority in any country or jurisdiction in connection with compliance with its legal or regulatory obligations.

4.11 Drug Label. Purchaser acknowledges and agrees that the terms and conditions hereof assume that a drug label for the Product will be provided at least in English for the Product in the Territory and that the drug label shall be compliant with the Relevant Marketing Approval granted or issued for the Territory.

4.12 Right to Support other Government Authorities. By way of exception to the Territory Restrictions stated in Section 4.9, Purchaser and its Related Parties may provide the Product to (i) any Governmental Authority outside of the Territory that is a party to, or becomes a party to, a donation arrangement between any Moderna Party, the Purchaser and such Governmental Authority; (ii) any NGOs (such as CEPI or GAVI), charitable foundations (such as the Gates Foundation) or the World Health Organization or other international humanitarian body; (iii) any Crown dependencies and United Kingdom Overseas Territories; or (iv) other than those under (i) or (iii) a Governmental Authority outside of the Territory that is not a Restricted Person, (any such NGO, charity, body, Crown dependency, United Kingdom Overseas Territory, or Governmental Authority, being a "**Donation Recipient**"). Any such provision of Product shall only be made on a not-for-profit basis [redacted] Any provision of Product to a Donation Recipient shall be subject to the terms set out in [redacted]

5. PAYMENT; REFUND.

5.1 [redacted]

5.2 Invoicing & Payments. Subject to the terms of this Agreement, Purchaser will pay to Moderna the following payments:

[redacted]

[redacted]

[redacted]

5.3 Invoicing. All invoices pursuant to this Agreement shall be issued only in accordance with Section 5.1 and 5.2 and shall be addressed to the Purchaser and conform to the Purchaser's reasonable requirements as notified to Moderna in advance. To the extent any taxes are to be charged by Moderna pursuant to Section 5.5, Moderna shall ensure that the applicable invoice is in compliance with all legislative requirements in respect of such taxes and that the taxes chargeable are clearly set out in such invoices. All invoices issued in accordance with this Agreement shall be paid within thirty (30) days of receipt of such invoice.

5.4 Payment Instructions. All amounts payable to Moderna under this Agreement will be paid in U.S. Dollars, without deduction or set-off unless expressly permitted under this Agreement, and by authenticated and value dated Swift telegraphic transfer for any such payments made from outside the United States, to the bank account identified by Moderna.

5.5 Taxes.

(i) All payments hereunder will be exclusive of any sales taxes, VAT, duties, levies, surcharges, or other similar taxes or governmental charges which, if due, Purchaser shall pay upon receipt of an appropriate invoice.

(ii) Each Party will be solely responsible for the payment of all taxes imposed on its income arising, directly or indirectly, from the activities of the Parties under this Agreement.

(iii) [redacted]

[redacted]

(iv) [redacted]

(v) The Parties will reasonably cooperate with respect to all documentation required by any taxing authority, the preparation of any tax returns, or reasonably requested by either Party to secure a reduction in the rate of applicable withholding taxes.

5.6 [redacted]

6. MANUFACTURING AND DELIVERY.

6.1 Manufacturing Responsibility. As between the Parties, Moderna (or, as applicable, a Moderna Party) shall perform all Manufacturing activities for the Product including bulk holding stability, manufacturing trials, validation (including, but not limited to, method, process and equipment cleaning validation), raw material, in-process, bulk finished product and stability (chemical and/or microbial) tests or checks required to assure the quality of a given Product, in each case to the extent required by the Specification, Relevant Marketing Approval and Applicable Laws, and any other tests or checks required by the Specification, Relevant Marketing Approval and Applicable Laws. [redacted]

6.2 Manufacturing Location. [redacted] in each case in accordance with and ensuring all Product is compliant with the Relevant Marketing Approval for use in the Territory and Moderna holds all necessary licences, consents, permissions and authorizations as required under Section 7.4. Subject to the foregoing, Moderna shall procure drug substance and drug product for the Product to be Delivered pursuant to this Agreement from the European Economic Area, Switzerland or the United Kingdom; however, if, having used Commercially Reasonable Efforts, Moderna is unable to procure sufficient drug substance or drug product from the European Economic Area, Switzerland or the United Kingdom then Moderna shall, with advance written notice to Purchaser, be entitled to procure drug substance or drug product from any facility in the USA which is authorized under the Relevant Marketing Approval. Moderna shall keep the Purchaser

informed promptly of all Manufacturing Sites and facilities in which any Manufacturing activities are undertaken with respect to the Product to be supplied hereunder, and shall be responsible for ensuring the validation of such facilities and that they are authorized facilities pursuant to the Relevant Marketing Approval.

6.3 Product Conformance. [redacted]

6.4 Documentation. All Product supplied hereunder shall, at the time of Delivery or in advance of the Delivery of the Product, be accompanied with the documentation and requirements set out in Exhibit H.

6.5 Subcontracting. Without prejudice to Section 6.1, Moderna may, at its cost and risk, subcontract all or any part of the Manufacture of the Product under this Agreement to any of its Affiliates or any Third Party(ies) provided, however, that (i) Moderna shall have previously informed Purchaser in writing of any such subcontracting including the details and identities of the parties to whom activities are subcontracted; and (ii) Moderna shall remain responsible for performance of this Agreement, and liable to Purchaser for all actions and omissions of any of its Affiliates or any Third Party(ies) under any such subcontracting. [redacted]

6.6 Delivery Schedule; Delivery.

(i) 2022/2023 Delivery Schedule. Subject to the terms set forth herein, Moderna will procure the supply and Delivery of the Confirmed Volume to Purchaser in accordance with this Agreement and in the volumes and within the calendar quarters set forth in the delivery schedule at Exhibit D (the "**2022/2023 Delivery Schedule**") as amended only by the written agreement of the Parties or in accordance with Sections 3.2, 3.3, or 6.6(iv). Without prejudice to the foregoing, Moderna will notify Purchaser promptly upon any reasonable belief that it may fail to Deliver any volume of Confirmed Volume in accordance with the 2022/2023 Delivery Schedule.

(ii) Rolling Delivery Schedule. Commencing April 29, 2022, and monthly at the end of each calendar month thereafter, Moderna shall issue to Purchaser a rolling delivery schedule for the following twelve (12) month period, [redacted] setting forth the volume of Confirmed Volume to be Delivered [redacted] covered by such twelve (12) month period (the "**Rolling Delivery Schedule**"), ensuring that (i) Moderna uses Commercially Reasonable Efforts in preparing such Rolling Delivery Schedule to keep as close as possible to and minimise any changes from the volumes [redacted] set out in the 2022/2023 Delivery Schedule; and (ii) notwithstanding (i), [redacted]

(iii) [*This Section is left intentionally blank*]

(iv) [redacted]

[redacted]

(v) [redacted]

(vi) [redacted]

(vii) [redacted]

6.7 [redacted]

6.8 [redacted]

[redacted]

6.9 [redacted]

[redacted]

[redacted]

[redacted]

6.10 [redacted]

[redacted]

7. REGULATORY.

7.1 References to "Product" in this Section 7 shall only include those Variant Product(s) for which Moderna has elected to seek Marketing Approval [redacted] and that Purchaser gives written notice of to Moderna to have the potential to include in this Agreement. Without prejudice to Section 8.1, Moderna shall, upon request, notify Purchaser of all Variant Products in Development at the time of such notice.

7.2 Marketing Approvals. Moderna and Purchaser will, on a Product by Product basis, collaborate on defining a plan for obtaining both (i) a conditional, temporary, expedited, accelerated or similar Marketing Approval(s) for the Product for the Territory; and (ii) full Marketing Approval(s) for the Product for the Territory. Moderna (itself or through its Affiliate) shall (a) in the name of Moderna UK use Commercially Reasonable Efforts to file an application for such Marketing Approval(s) (whether conditional or full) for the Product for the Territory in good faith in the Proposed Indication (as amended or updated from time to time by Moderna or its Affiliates in response to consultation with the Medicines and Healthcare products Regulatory Agency) and prosecute and secure such Marketing Approval(s); and (b) maintain the grant or issuance of such Marketing Approval(s) including fulfilling any conditions attached to such Marketing Approval(s) by the Regulatory Authority for the Territory. This obligation shall continue to apply after the expiry or termination of this Agreement until such time as the shelf life of all Product supplied hereunder has expired.

In the case of the Relevant Marketing Approval(s), Moderna UK will be the Marketing Approval holder for the Product for the Territory. Purchaser will not procure or enable any other Person to apply for or obtain Marketing Approval(s) for the Product for the Territory without the prior written consent of Moderna.

7.3 Jurisdictional Limitations. If due to its legal seat of incorporation Moderna is precluded or prevented from performing any regulatory obligations, including those related to supply, required of it pursuant to this Agreement due to Applicable Laws, including fulfilling any regulatory activities related to supply, applying for, maintaining or holding any Marketing Approval or other license or authorization required by a Regulatory Authority in the Territory, or Manufacturing or delivery of Product to Purchaser, then Moderna shall notify the Purchaser and shall procure that one or more of its Affiliates or third party service provider (established within an acceptable jurisdiction and possessing the necessary licences) shall fulfil those obligations of Moderna under this Agreement that Moderna is otherwise precluded, inhibited or prevented from performing. Moderna shall be responsible to the Purchaser for any performance, non-performance, act or omission by such Affiliate(s) in connection with the foregoing.

7.4 Other Licenses. In addition to securing the Marketing Approval(s) for the Product for the Territory, Moderna shall be responsible for, and shall procure that it and its Affiliates, contractors and suppliers hold and maintain for the Term of this Agreement all other licenses, consents, permissions and authorizations required for the Development, Manufacture, testing, packaging, labelling, storage, supply and transport of the Product prior to delivery to Purchaser.

7.5 [redacted]

7.6 Pharmacovigilance. The Parties will cooperate with regard to the reporting and handling of safety information involving the Product in accordance with Applicable Laws on pharmacovigilance and clinical safety having regard to their respective activities relating to and concerning the Product. Upon Moderna's written request, the Parties will discuss in good faith whether or not it is necessary to enter into a SDEA governing the exchange of information affecting the Product

(including serious adverse events and emerging safety issues to enable each Party to comply with all of its legal and regulatory obligations related to the Product).

7.7 Product Recalls.

(i) The Parties will each maintain records required of it pursuant to Applicable Laws as necessary to permit a Recall of any Product delivered to Purchaser or customers of Purchaser. Each Party will promptly notify the other Party of any information it has which might reasonably be considered to affect the marketability, safety or effectiveness of the Product or which might result in the Recall or seizure of the Product in the Territory. Upon receiving this notice or upon this discovery, if the entity holding the Marketing Approval(s) in the Territory for the Product issues a stop notice then each Party will stop making any further use or shipments of any Product in the Territory in its possession or control until a decision has been made whether a Recall or some other corrective action is necessary. The decision to initiate a Recall or to take some other corrective action, if any, with respect to the Product in the Territory will be made and implemented by Moderna (or its Affiliates) in its sole discretion and in accordance with its obligations under Applicable Laws as a Marketing Approval holder but having consulted with Purchaser in respect of the issue to the extent reasonably possible under Applicable Laws. "**Recall**" means any action: (a) to recover title to or possession of quantities of the Product sold or shipped to any Person in the Territory (including the voluntary withdrawal of the Product from the Territory); (b) by any Regulatory Authority in the Territory to detain or destroy any of the Product; or (c) to refrain from selling or shipping quantities of the Product to any Person in the Territory which would be subject to a Recall if sold or shipped.

(ii) If: (a) any Regulatory Authority in the Territory (or which is responsible for issuing the Relevant Marketing Approval(s)) issues a directive, order or, following the issuance of a safety warning or alert about a Product, a written request that any Product be Recalled in the Territory; (b) a court of competent jurisdiction orders a Recall in the Territory; or (c) Moderna determines that any Product should be Recalled or that a "Dear Doctor" letter is required relating the restrictions on the use of any Product in the Territory, then Purchaser will cooperate as reasonably required by Moderna, having regard to all Applicable Laws.

7.8 Records. Moderna will (or, as applicable, will procure that the relevant Moderna Party will) keep and maintain records of the Manufacture, testing and shipping of the Product delivered under this Agreement for a period of five (5) years after delivery of such Product, or such longer period as required by Applicable Law.

7.9 Notice Obligations. Moderna will provide Purchaser with prompt written notice of its receipt of any Relevant Marketing Approval(s) or in the event that Moderna and its Affiliates have discontinued worldwide clinical Development of any Product due to clinical failure or otherwise. It is acknowledged however that Moderna shall not withdraw the Relevant Marketing Approval for the Original Product or take steps to cease its availability as a licensed vaccine in the Territory until expiry of the remaining shelf life of the last of the Original Product supplied or to be supplied to Purchaser in accordance with this Agreement (including following termination or expiry of this Agreement).

7.10 Traceability. During the term of this Agreement and for a period of ten (10) years thereafter (or longer if required by Applicable Laws), Purchaser will (a) maintain an inventory control system for traceability of the Product supplied to Purchaser under this Agreement, and (b) store and promptly make available to Moderna all traceability records for the Product. The inventory control system is without prejudice to other traceability requirements in accordance with Applicable Laws.

7.11 Assistance. To the extent it is legally able to, Moderna shall, and shall procure that its Affiliates and subcontractors shall, provide reasonable assistance and cooperate in all reasonable respects with regard to any requests for information or investigations being undertaken by or on behalf of the Purchaser with respect to the Product.

7.12 [redacted]

8. VARIANT PRODUCT.

8.1 Variant Product. The Parties acknowledge that Moderna is Developing one or more alternative versions of the Original Product, such variants to the Original Product may include modification to (i) its active substance or antigenic characteristics to target variants identified to the SARS-CoV-2 coronavirus 2019 strain such as, but without limitation, the Omicron B.1.1.529 variant; (ii) other aspects of its formulation including to improve stability; and (iii) its packaging or labelling [redacted]

8.2 [redacted]

8.3 [redacted]

8.4 [redacted]

[redacted]

[redacted]

9. CONFIDENTIALITY.

9.1 Non-Disclosure and Non-Use. Except as set forth herein, each Party and its Affiliates (in the case of Moderna) or its Related Parties (in the case of Purchaser) will keep completely confidential and will not disclose to any Person any Confidential Information of the other Party, except in accordance with Section 9.2, 9.3, 9.4 or 9.5, and will take all proper and reasonable measures to prevent the public disclosure of such Confidential Information, including but not limited to treating such Confidential Information with at least the same care and in the same manner as its own secret and valuable information. Neither Party will use Confidential Information of the other Party except as necessary to perform its obligations or to exercise its rights under this Agreement. Without Purchaser's consent and except as expressly provided for herein (as if such information is Confidential Information of Purchaser), Moderna will not disclose to any other Person (other than representatives of Moderna or any of its Affiliates) any Agreement Information in any way that identifies Purchaser or its Related Parties or would reasonably be expected to identify Purchaser or its Related Parties.

9.2 Exclusions. The obligations of nondisclosure and non-use set forth in Section 9.1 will not apply to the Receiving Party to the extent that such Disclosing Party's Confidential Information:

(i) is known by the Receiving Party at the time of its receipt (and not pursuant to a prior disclosure by or on behalf of the Disclosing Party, any of its Affiliates or Related Parties, as applicable, or any of its or their representatives, as documented by the Receiving Party's contemporaneous written business records);

(ii) at the time of disclosure by the Disclosing Party, any of its Affiliates or Related Parties, as applicable, or any of its or their representatives, is in the public domain;

(iii) becomes part of the public domain, by publication or otherwise, through no fault of the Receiving Party, any of its Affiliates or Related Parties, as applicable, or any of its or their representatives;

(iv) is subsequently disclosed to the Receiving Party, without restriction as to confidentiality or use, by a Third Party who is lawfully and contractually entitled to the possession and disclosure of such Confidential Information; or

(v) is developed by the Receiving Party independently without use of, reliance upon or reference to Confidential Information received from the Disclosing Party, any of its

Affiliates or Related Parties, as applicable, or any of its or their representatives, as documented by the receiving Party's contemporaneous written business records.

9.3 Authorized Disclosures. Each Receiving Party agrees to institute and maintain security procedures to identify and account for all copies of Confidential Information of the Disclosing Party. Notwithstanding the obligations of confidentiality and non-use set forth above:

(i) a Receiving Party may provide Confidential Information disclosed to it to the extent agreed to in writing in advance by the Disclosing Party;

(ii) a Receiving Party may provide Confidential Information disclosed to it to such Party's professional advisors;

(iii) a Receiving Party may disclose the Disclosing Party's Confidential Information disclosed to it to the extent required by applicable Law, such applicable Law including the Freedom of Information Act 2000 (c.36) ("**FOIA**") (to the extent that the exemptions under that legislation do not apply) or by order or direction of Her Majesty's Parliament or the National Audit Office, or by order of a Court that has jurisdiction over it; *provided*, that: (A) other than under a FOIA request, if a Receiving Party is required by applicable Law (or by order or direction of Her Majesty's Parliament (including any Parliamentary Committees) or the National Audit Office), or by order of a Court that has jurisdiction over it, to disclose Confidential Information of the Disclosing Party that is subject to the confidentiality provisions of this Section 9, then, only to the extent legally permitted, such Receiving Party will use reasonable commercial efforts to prevent and limit the disclosure of such Confidential Information, and shall promptly inform the Disclosing Party of the disclosure that is being sought in order to provide the Disclosing Party with an opportunity to consult on whether any exemptions may apply (which the Receiving Party shall reasonably consider) and, following such consultation, shall promptly inform the Disclosing Party of the Receiving Party's proposed disclosure so that the Disclosing Party may challenge or limit the disclosure; (B) if Purchaser receives a request under the FOIA or similar Law to disclose any Confidential Information of Moderna, it will (i) notify Moderna as soon as reasonably practicable, and in any even within seven (7) Business Days of receiving the request (ii) consult with Moderna on Purchaser's assessment as to which exemption(s) under FOIA may apply to the request to disclose any Confidential Information of Moderna, with Moderna to respond to such request within seven (7) Business Days, (iii) exercise its obligations under the FOIA legislation lawfully, and (iv) only disclose Confidential Information of Moderna to the extent that the exemptions under the FOIA do not apply to such Confidential Information, which shall be determined in Purchaser's discretion having reasonably considered any observations of Moderna as to whether it considers any exemptions lawfully apply, provided that, if Purchaser declines to apply any FOIA exemption sought by Moderna, in whole or in part, then Purchaser shall notify Moderna as soon as reasonably possible after making such decision. Purchaser acknowledges that any such Confidential Information may fall within the absolute exemption set out in section 41 of FOIA as information provided by a third party in confidence, and where such section 41 is reasonably assessed to apply Purchaser shall use reasonable endeavours to assert that exemption; and (C) Confidential Information that is required to be disclosed by Law will remain otherwise subject to the confidentiality and non-use provisions of this Section 9;

(iv) Moderna will be permitted to discuss this Agreement (and its terms) with the Moderna Parties who and only to the extent that they (a) have a need to know such information in order to perform this Agreement; (b) are legally bound to keep such information confidential and not disclose such information to any other Person and restrict the use of such information, in each case, on terms no less stringent than the terms of this Section 9; (c) are informed of the confidential nature of such information and (d) use such information solely for the permitted purpose set forth in Section 9.1;

(v) Moderna will be permitted to disclose Confidential Information of Purchaser to Governmental Authorities in order to perform its obligations or exercise its rights under this Agreement; *provided*, that such Confidential Information will be disclosed only to the extent reasonably necessary to do so, and where permitted, subject to confidential treatment;

(vi) Moderna will be permitted to disclose Confidential Information of Purchaser to any bona fide actual or prospective acquirers, underwriters, financial advisors, investors, lenders, or other non-strategic financing sources and any bona fide actual or prospective collaborators, licensors, licensees, or strategic partners and to employees, directors, agents, consultants, and advisors of any such Third Party, in each case, who are under obligations of confidentiality and non-use with respect to such information that are no less stringent than the terms of this Section 9 (but of a duration which is customary in confidentiality agreements entered into for a similar purpose with underwriters, financial advisors, investors, lenders, or other non-strategic financing sources but not less than two (2) years);

(vii) Purchaser shall be permitted to discuss this Agreement (and its terms) with personnel within its administration and its Related Parties who: (a) have a need to know such information in order to perform or execute this Agreement, or to pay any amounts, or to make or approve any decisions hereunder; (b) are legally bound to keep such information confidential and not disclose such information to any other Person outside its administration and restricts the use of such information, in each case, on terms no less stringent than the terms of this Section 9; (c) are informed of the confidential nature of such information; and (d) use such information solely for the permitted purpose set forth in Section 9.1;

(viii) Purchaser may disclose the Confidential Information of Moderna on a confidential basis for the purpose of the exercise of its rights under this Agreement, including the audit rights pursuant to Section 14.19; and 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 Purchaser under this Section 9;

(ix) Nothing in this Agreement shall prevent Purchaser from disclosing Confidential Information: (A) to any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015 ("**Contracting Authority**"), provided that all Contracting Authorities receiving such Confidential Information shall only be entitled to further disclose the Confidential Information to other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to any Third Party which is not part of any Contracting Authority; (B) to any person conducting an Office of Government Commerce gateway review to which this Agreement is relevant; or (C) for the purpose of the examination and certification of the Purchaser's accounts; *provided* in each case that disclosure is made on a confidential basis and such Confidential Information will be disclosed only to the extent necessary for the relevant purpose. For the avoidance of doubt, Purchaser shall not disclose any Confidential Information of Moderna pursuant to this Section 9.3(ix), or otherwise, to any Third Party whose business is principally involved in the commercialization of any mRNA construct (or formulation thereof) or lipid nanoparticle; and

(x) Moderna hereby gives consent for Purchaser to publish this Agreement (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to this Agreement, to the general public, subject always, where legally permitted, to the provision by the Purchaser to Moderna of seven (7) day's prior written notice of any such disclosure and proposed redactions. The Purchaser may, at its sole discretion, redact information from this Agreement prior to publishing for one or more of the following reasons: (A) national security; (B) Personal Data; (C) confidential information protected by Intellectual Property Rights; (D) Third Party confidential information; (E) IT security; or (F) prevention of fraud. Purchaser shall consult with Moderna to inform its decision regarding any exemptions and/or redactions and shall act reasonably in considering any redactions requested by Moderna for protection of its Confidential Information, commercially sensitive information or trade secrets. Moderna shall assist and cooperate with the Purchaser to enable the Purchaser to publish this Agreement. Purchaser will follow its own internal policies together with any applicable guidelines, including any published by Her Majesty's Treasury, the Cabinet Office or the Information Commissioner.

9.4 Publicity; Press Releases. Subject to Section 9.5, each Party will not, and will cause each of its Affiliates or Related Parties, as applicable, and representatives not to, issue or cause the publication of any press release or other public announcement with respect to this Agreement, the subject matter hereof or the transactions contemplated hereby without the prior written consent of the other Party; *provided*, that upon the request of a Party, the other Party will cooperate in good faith with such Party in making a press release relating to this Agreement, the subject matter hereof and the transactions contemplated hereby. Either Party may subsequently publicly disclose any information previously contained in any public announcement made in accordance with this Section 9.4.

9.5 Securities Filings. Notwithstanding anything to the contrary herein, Purchaser acknowledges and agrees that Moderna and its Affiliates may submit this Agreement (and any other agreement entered into in connection herewith) to the United States Securities and Exchange Commission (the "**SEC**") or any securities exchange for which its securities are listed and if Moderna or any such Affiliate does submit this Agreement (and any other agreement entered into in connection herewith) to the SEC or any such securities exchange for filing, Moderna agrees to consult with Purchaser with respect to the preparation and submission of a confidential treatment request for this Agreement, if confidential treatment is available for such disclosure. If Moderna or any of its Affiliates is required by applicable Law to make a disclosure of the terms of this Agreement in a filing with or other submission to the SEC or any securities exchange for which its securities are listed or otherwise to comply with applicable Law, and (i) Moderna has provided copies of the disclosure to Purchaser with reasonable advance notice of such filing or other disclosure under the circumstances, (ii) Moderna has promptly notified Purchaser in writing of such requirement and any respective timing constraints, (iii) Moderna has given Purchaser a reasonable amount of time under the circumstances from the date of notice by Moderna of the required disclosure to comment upon, request confidential treatment or approve such disclosure, then Moderna or such Affiliate will have the right to make such public disclosure at the time and in the manner reasonably determined by its counsel to be required by applicable Law. Notwithstanding anything to the contrary herein, it is hereby understood and agreed that if Moderna or any of its Affiliates is seeking to make a disclosure as set forth in this Section 9.5, and Purchaser provides comments within the respective time periods or constraints specified herein or within the respective notice, Moderna, such Affiliate or its counsel, as the case may be, will in good faith consider incorporating such comments where reasonable and in accordance with applicable rules.

9.6 Equitable remedies. Each Party acknowledges that damages alone resulting from disclosure of the Confidential Information not permitted under this Section 9 may not be an adequate remedy. Accordingly, without prejudice to any other rights and remedies it may have, each Party acknowledges and agrees that the other Party shall be entitled to seek, by way of private litigation, injunctive relief or other equitable relief in connection with any actual or threatened breach of this Section 9.

9.7 Period in Force. This Section 9 shall remain in force without limit in time in respect of Confidential Information which comprises Personal Data or which relates to a patient, his or her treatment and/or medical records. Save as aforesaid, the obligations in this Section 9 shall last for the Term and for a period of ten (10) years thereafter.

10. INTELLECTUAL PROPERTY.

10.1 Moderna Technology. As between the Parties, all right, title and interest in and to all Moderna Technology will be the exclusive property of Moderna and no right or interest therein is transferred or granted to Purchaser under this Agreement. Purchaser acknowledges and agrees that it does not acquire a license or any other right to any Moderna Technology other than the right to use the Product.

10.2 Product Listings. Where reasonably requested by Purchaser, Moderna shall provide Purchaser with Product description information (including Product photographs, SmPC information and descriptions, but not trade secrets of Moderna) in such manner and upon such media

as requested. Moderna grants Purchaser a perpetual, non-exclusive, royalty-free license to use such Product information and any Intellectual Property Rights therein solely for the purpose of illustrating and describing the Product in product catalogues.

10.3 Use of Product Marks.

(i) Purchaser does not claim any rights in the Product Marks and any use of the Product Marks by Purchaser or its Related Parties or any Person acting under its or their authority or instructions, and all goodwill arising from such use, will inure to the benefit of Moderna.

(ii) Purchaser will not hold itself out as the owner of any of the Product Marks.

(iii) Purchaser will not use or attempt to register, or aid any Third Party in using or attempting to register, any Trademark or Internet domain name that is confusingly similar to the Product Marks. Purchaser will discontinue the use of any Product Marks to which Moderna reasonably objects. Purchaser will not use, or permit the use by its Related Parties or any Person acting under its or their authority or instructions of, any of the Product Marks in a manner that diminishes the value of any of the Product Marks or disparages Moderna or its Affiliates.

(iv) Purchaser will not modify, overprint, distort, change, remove or obscure any Product Marks associated with the Product as delivered by Moderna under this Agreement.

10.4 No Implied Licenses. Except as expressly provided in this Agreement, no Party will be deemed by estoppel, implication or otherwise to have granted the other Party any licenses or other right with respect to any Intellectual Property Rights.

11. LIABILITY.

11.1 [redacted]

[redacted]

[redacted]

[redacted]

[redacted].

11.2 [redacted].

11.3 [redacted]

11.4 [redacted]

11.5 [redacted]

12. WARRANTIES.

12.1 Moderna Representations & Warranties. Moderna represents and warrants to Purchaser as of the Effective Date that:

(i) Moderna is a limited liability company ("*Gesellschaft mit beschränkter Haftung*") duly incorporated, validly existing, and in good standing under the Laws of Switzerland;

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

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

(iv) the execution, delivery and performance of this Agreement, and compliance with the provisions of this Agreement, by Moderna do not and will not: (a) violate in any

material respect any provision of applicable Laws or any ruling, writ, injunction, order, permit, judgment or decree of any Governmental Authority; (b) constitute a material breach of, or default under (or an event which, with notice or lapse of time, or both, would become a default under) or materially conflict with, or give rise to any right of termination, cancellation or acceleration of, any agreement, arrangement or instrument, whether written or oral, by which Moderna or any of its assets are bound; or (c) violate or conflict with any of the provisions of Moderna's organizational documents (including any articles or memoranda of organization or association, charter, bylaws or similar documents); and

(v) [redacted]

12.2 Product Assurances. Moderna warrants to the Purchaser that:

(i) the Products to be supplied under this Agreement shall at the time of Delivery meet the Minimum Shelf Life requirement, when stored at the intended storage condition of -20°C ± 5°C;

(ii) Moderna shall, in fulfilling its obligations hereunder and supplying and procuring supply of the Product to the Purchaser, comply with the regulatory requirements required by Applicable Laws;

(iii) it has, or its Affiliates, and Moderna Parties have, manufacturing and warehousing capacity and facilities sufficient to Manufacture Products compliant with the requirements under this Agreement;

(iv) it will use Commercially Reasonable Efforts to procure the holding of sufficient stock levels (including reasonable safety stock levels) of raw materials, consumables and other materials required to Manufacture the Product in the volumes in accordance with its obligations under this Agreement;

(v) [redacted]

(vi) at the time of their delivery, title to the Product supplied under this Agreement will pass to the Purchaser as provided in this Agreement free and clear of any security interest, lien, charge or other encumbrance; and

(vii) [redacted]

12.3 Other Assurances. Moderna further warrants to the Purchaser that:

(i) as of the Effective Date, there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition, business or operations of Moderna;

(ii) as of the Effective Date, there are no material agreements existing to which Moderna is a party which prevent Moderna from entering into this Agreement or that will hinder or prevent Moderna from performing its obligations under this Agreement; and

(iii) it shall: (i) comply with all Applicable Law and guidance to ensure that there is no slavery or human trafficking in its supply chains; and (ii) notify the Purchaser promptly if it becomes aware of any actual or suspected incidents of slavery or human trafficking in its supply chains;

(iv) it shall at all times conduct its business in a manner that is consistent with any anti-slavery Policy of the Purchaser and shall provide to the Purchaser any reports or other information that the Purchaser may reasonably request as evidence of Moderna's compliance with this Section 12.3(iv) and/or as may be reasonably requested or otherwise reasonably required by the Purchaser in accordance with its anti-slavery Policy;

(v) [redacted]

(vi) [redacted]

12.4 Record Keeping. Moderna shall (and shall procure that its Affiliates shall) maintain all records and reports with respect to the Manufacture and supply of the Product (and in relation to the provision of any other services) under this Agreement as required by Applicable Laws and in any event for a minimum period of six (6) years following the termination or expiry of this Agreement.

12.5 Purchaser Representations & Warranties. Purchaser represents and warrants to Moderna as of the Effective Date that:

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

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

(iii) the execution, delivery and performance of this Agreement, and compliance with the provisions of this Agreement, by Purchaser do not and will not: (a) violate in any material respect any provision of applicable Laws or any ruling, writ, injunction, order, permit, judgment or decree of any Governmental Authority; or (b) constitute a material breach of, or default under (or an event which, with notice or lapse of time, or both, would become a default under) or materially conflict with, or give rise to any right of termination, cancellation or acceleration of, any agreement, arrangement or instrument, whether written or oral, by which Purchaser or any of its assets are bound.

12.6 Disclaimer. OTHER THAN AS SET OUT IN THIS AGREEMENT, NEITHER PARTY OR ITS RESPECTIVE AFFILIATES OR RELATED PARTIES MAKE ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OF NON-INFRINGEMENT, OR REGARDING RESULTS OBTAINED THROUGH THE USE OF ANY PRODUCT.

13. TERM; TERMINATION.

13.1 Term. This Agreement will, subject to the guarantee coming into force in accordance with Section 14.17, commence on the Effective Date and will continue until the earliest of (i) the date that all of the then current Confirmed Volume of Product has been Delivered by Moderna to Purchaser pursuant to this Agreement (including in conformance with Section 6.3); and (ii) the termination of this Agreement in accordance with Section 13.2 (the "**Term**").

13.2 Termination.

(i) The Parties may terminate this Agreement for any reason by mutual written agreement if set forth in writing and executed by an authorized representative of each Party.

(ii) [redacted]

(iii) [redacted]

(iv) Either Party may terminate this Agreement, by written notice to the other Party, for any material breach of this Agreement by the other Party [redacted] if such breach is not cured within thirty (30) days after the breaching Party receives written notice of such breach from the non-breaching Party; *provided, however*, that if such breach is not capable of being cured within such thirty (30) day period and the breaching Party has commenced and diligently continued actions to cure such breach within such thirty (30) day period, except in the case of a payment default, the cure period will be extended to ninety (90) days from the date of the original notice of breach, so long as the breaching Party is making diligent efforts to do so. Such termination will be effective upon expiration of such cure period; *provided,* that in the event that the breaching Party disputes in good faith the non-breaching Party's grounds for terminating this Agreement pursuant to this Section 13.2(iv), then the Parties will refer such dispute for resolution in accordance with Section 14.3, and the provisions therein will apply.

(v) Purchaser shall be entitled to terminate this Agreement before the expiry of the Term in its sole discretion acting reasonably and upon [redacted] written notice to that effect to the other Party, as detailed below and to the extent permitted by Applicable Laws, if: (A) any resolution is passed, or application made, in relation to Moderna for a moratorium on the payment of its debts, or for its dissolution, liquidation, winding-up or administration; or (B) a receiver, liquidator, administrator or administrative receiver (or equivalent officer) is appointed over Moderna or its undertaking or all or a substantial part of its assets; or (C) Moderna suffers any event in any jurisdiction to which it is subject that has an effect equivalent to any of the events described in this section; or (D) Moderna ceases to carry on business;

(vi) [redacted]

(vii) Purchaser shall be entitled to terminate this Agreement before the expiry of the Term in its sole discretion and upon reasonable written notice if the Agreement has been substantially amended to the extent that the Public Contracts Regulations 2015 require a new procurement procedure;

(viii) Purchaser shall be entitled to terminate this Agreement before the expiry of the Term in its sole discretion and upon reasonable written notice if Purchaser has become aware that Moderna should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Agreement; or

(ix) Purchaser shall be entitled to terminate this Agreement before the expiry of the Term in its sole discretion and upon reasonable written notice if the Agreement should not have been awarded to Moderna in view of a serious infringement of obligations under European law declared by the Court of Justice of the European Union under Article 258 of the Treaty on the Functioning of the EU as implemented into UK law under the European Union (Withdrawal) Act 2018, its subsidiary legislation, and any related decisions of the UK Courts.

(x) [redacted]

13.3 Effects of Expiration or Termination.

(i) Survivorship. The expiration or termination of this Agreement shall result in the immediate cancellation of any outstanding order for Confirmed Volume but otherwise will not affect any accrued rights of a Party (including any payments due prior to and unpaid as of the effectiveness of such expiration or termination for Product Delivered pursuant to this Agreement) and any provision of this Agreement which expressly or by implication is intended to come into or continue in force after expiry or termination or is required for its interpretation, including Sections 4.1 to 4.4, 4.6 to 4.12, 5.5, 5.6, 7.5 to 7.8, 7.10, 7.11, 7.12, 9, 10, 11, 12.4, 12.6, 13.3, 13.4, 14.19(i) and (ii) and Exhibits A, B, C, E and F, and Sections 1 and 14 (solely as each applies to the foregoing Sections, Exhibits and accrued rights), which will remain in full force and effect and survive any termination or expiration of this Agreement.

(ii) [redacted]

(iii) Upon the expiration or termination of this Agreement, at the written request of the Disclosing Party, the Receiving Party will take reasonable steps to return to the Disclosing Party or destroy all originals, copies, and summaries of documents, materials, and other tangible manifestations of the Disclosing Party's Confidential Information in the possession or control of the Receiving Party (including its employees, advisors, agents and Affiliates or Related Parties (as applicable)); provided, however, that: (a) one (1) copy of the Confidential Information may be retained by the receiving Party for the sole purpose of monitoring its ongoing obligations hereunder; and (b) one (1) copy of Purchaser's Confidential Information may be retained and used by or on behalf of Moderna or its Affiliates in connection with regulatory filings for the Products; and (c) Purchaser may retain the Disclosing Party's Confidential Information to comply with requirements of open government policy, including making such information available to the National Audit Office or for any future inquiry or investigation, provided that Purchaser shall continue to treat the same as confidential pursuant to Section 9 and shall ensure that the National Audit Office and any person to whom the Disclosing Party's Confidential Information is disclosed shall keep the same confidential in accordance with the

requirements of Section 9. Notwithstanding the foregoing, the Receiving Party shall not be obliged to destroy, erase, return or provide to the Disclosing Party any electronic records of Confidential Information which may be stored in electronic back-ups or other digital archives in the ordinary course; but in each case the Receiving Party shall continue to treat those, in so far as they contain Confidential Information, as confidential pursuant to the terms of this Agreement.

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

14. MISCELLANEOUS.

14.1 Assignment. Except as expressly provided in this Agreement, this Agreement may not be assigned or otherwise transferred, nor may any right or obligation hereunder be delegated, assigned or transferred, by either Party without the written consent of the other Party. Notwithstanding the foregoing, Moderna may, with the Purchaser's written consent (not to be unreasonably withheld or delayed), assign this Agreement and its rights hereunder in whole to any Affiliate of Moderna (for so long as it remains an Affiliate of Moderna) or any party that acquires, by or otherwise in connection with, merger, sale of assets, reorganization, consolidation or otherwise, all or substantially all of the business of Moderna to which the subject matter of this Agreement relates. Any purported assignment in violation of this Section 14.1 will be null, void, and of no legal effect and, for the purposes of Section 13.2(iv) considered a material breach.

14.2 Governing Law. This Agreement will be construed and the respective rights of the Parties determined in accordance with the substantive Laws of [redacted] 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 Agreement 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 Agreement.

14.3 Dispute Resolution.

(i) Disputes. Except as expressly set forth otherwise in this Agreement, disputes of any nature arising (whether in contract, tort or otherwise) under, relating to, or in connection with this Agreement ("**Disputes**") will be resolved pursuant to this Section 14.3.

(ii) Dispute Escalation. If a Party considers that a Dispute has arisen between the Parties, it shall provide written notice of such Dispute to the other Party and the Parties will first attempt to resolve such Dispute by negotiation and consultation between Purchaser Representative and the Project Manager. In the event that such Dispute is not resolved on an informal basis within twenty (20) days from receipt of the written notice of a Dispute, any Party may, by written notice to the other, have such Dispute referred to [redacted] for Moderna and the Director General, Vaccines Task Force for Purchaser (or their respective designees, which designees will have decision-making authority on behalf of the applicable designating Party), who will attempt to resolve such Dispute by negotiation and consultation for a twenty (20)-day period following receipt of such written notice.

(iii) ICC Arbitration. In the event a Dispute between the Parties is not resolved pursuant to Section 14.3(ii), either Party may, at any time after the time periods set forth in Section 14.3(ii) above, submit such Dispute to be finally settled by arbitration administered in accordance with the procedural rules of the International Chamber of Commerce ("**ICC**") in effect at

the time of submission, as modified by this Section 14.3. The arbitration and any arbitral award will be enforced in accordance with the Arbitration Act 1996. The arbitration will be heard and determined by three (3) arbitrators who are retired judges or attorneys with at least ten (10) years of relevant experience practicing under [redacted] and in respect of matters concerning the pharmaceutical and biotechnology industry, each of whom will be impartial and independent (the "**Tribunal**"). Pursuant to Article 13 of the ICC Rules of Arbitration, each Party will appoint one (1) arbitrator and the third arbitrator will be selected by mutual agreement of the two arbitrators or in the absence of agreement by the International Court of Arbitration. Such arbitration (and its seat) will take place in London, England and the arbitration will be conducted in English. The Parties covenant and agree that they will participate in the arbitration in good faith. The Tribunal shall have the right within the ICC rules to make such award as to the costs and expenses of the arbitration, including attorneys' fees and related fees and expenses, the Tribunal considers equitable. The Tribunal shall have the power to order the production of relevant documents by each Party. No other disclosure or discovery shall be permitted in the absence of extraordinary circumstances as determined by the Tribunal. It is the intent of the Parties that the arbitration proceeds in a manner that is efficient, expeditious and cost-effective.

(iv) Subject to the Arbitration Act 1996, the Tribunal shall determine the arbitrability of any disputes and the applicability of this Section 14.3, and shall be empowered to grant interim and injunctive relief. Each Party (to the extent applicable to it) (A) hereby waives to the extent not prohibited by Law, and agrees not to assert, by way of motion, as a defense or otherwise, in any such action, suit, arbitration or proceeding, any claim of sovereign immunity and/or that it is not subject personally to the jurisdiction of the forums named herein, that its property is exempt or immune from attachment or execution, that any such action, suit, arbitration or proceeding brought in one (1) of the forums named herein should be dismissed on grounds of *forum non conveniens*, should be transferred to any forum other than one (1) of the forums named herein, or should be stayed by reason of the pendency of some other action, suit, arbitration or proceeding in any other forum other than one of the forums named herein, or that this Agreement or the subject matter hereof may not be enforced in or by such forums; and (B) hereby agrees not to commence any such action, suit, arbitration or proceeding other than before one (1) of the forums named herein nor to make any motion or take any other action, suit, arbitration or proceeding seeking or intending to cause the transfer or removal of any such action, suit, arbitration or proceeding to any forum other than one (1) of the forums named herein whether on the grounds of *forum non conveniens* or otherwise. The Parties agree that this arbitration agreement and any arbitral award may be enforced in courts of [redacted] and each Party hereby irrevocably submits to the jurisdiction of such courts for such purposes. Notwithstanding the foregoing, application may be made to any court of competent jurisdiction with respect to the enforcement of any judgment or award, and if a Party is unable to obtain jurisdiction in the forums named herein over the other Party, then such Party will, in its sole discretion, be permitted to commence any such action, suit, arbitration or proceeding in any forum in the Territory. To the extent that Purchaser has or hereafter may acquire any immunity (sovereign or otherwise) or similar defense from any action, suit, arbitration or proceeding, from jurisdiction of any forum, or from set off or any legal process (whether service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment, or otherwise) with respect to itself or any of its property, Purchaser hereby irrevocably waives and agrees not to plead or claim such immunity or defense in respect of any action, suit, arbitration or proceeding brought to enforce Moderna's rights or Purchaser's obligations under this Agreement or relating in any way to the Product.

(v) Injunctive Relief. Notwithstanding the Dispute resolution procedures set forth in this Section 14.3, in the event of an actual or threatened breach of this Agreement, the aggrieved Party may seek provisional equitable relief (including restraining orders, specific performance or other injunctive relief), without first submitting to any Dispute resolution procedures hereunder.

14.4 Entire Agreement; Amendments. This Agreement (including the Exhibits), together with any SDEA if the Parties enter into one, contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all previous arrangements with respect to the

subject matter hereof, whether written or oral, including, effective as of the Effective Date, the Interim 2022-2023 Supply Agreement (provided, that all payments made under and information disclosed or exchanged prior to the Effective Date relating to the subject matter of the Interim 2022-2023 Supply Agreement and/or this Agreement will be treated as payments made and Confidential Information disclosed hereunder), which will terminate and be of no further force and effect on and following the Effective Date. This Agreement (or any Exhibit to it) may be amended, or any term hereof modified, only by a written instrument duly executed by authorized representatives of both Parties. For the avoidance of doubt, nothing in this Agreement (or the Interim 2022-2023 Supply Agreement) affects, modifies, changes or terminates the 2020 Supply Agreement.

14.5 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable will be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof, and the remaining provisions will be construed and enforced in all respects as if such invalid or unenforceable provision or provisions had been omitted and substituted with a provision that is valid, legal and enforceable and most closely effectuates the original intent of this Agreement. The invalidity of a particular provision in a particular jurisdiction will not invalidate such provision in any other jurisdiction.

14.6 Headings. The captions to the Sections hereof are not a part of this Agreement, but are merely for convenience to assist in locating and reading the several Sections hereof.

14.7 Waiver of Rule of Construction. Each Party has had the opportunity to consult with counsel in connection with the review, drafting and negotiation of this Agreement. Accordingly, the rule of construction that any ambiguity in this Agreement will be construed against the drafting Party will not apply.

14.8 Interpretation. Except where the context expressly requires otherwise: (a) the use of any gender herein will be deemed to encompass references to either or both genders, and the use of the singular will be deemed to include the plural (and vice versa); (b) the words "include", "includes" and "including" will be deemed to be followed by the phrase "without limitation" and will not be interpreted to limit the provision to which it relates; (c) the word "shall" will be construed to have the same meaning and effect as the word "will"; (d) any definition of or reference to any agreement, instrument or other document herein will be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein); (e) any reference herein to any Person will be construed to include the Person's successors and permitted assigns; (f) the words "herein," "hereof," and "hereunder," and words of similar import, will be construed to refer to this Agreement in each of their entirety, as the context requires, and not to any particular provision hereof; (g) all references herein to Sections or Exhibits will be construed to refer to sections or exhibits of this Agreement, and references to this Agreement include all the Exhibits attached hereto; (h) the word "notice" means notice in writing (whether or not specifically stated); (i) provisions that require that a Party or the Parties "agree," "consent," or "approve" or the like will require that such agreement, consent or approval be specific and in writing, whether by written agreement, letter, approved minutes or otherwise (but not by instant messaging); (j) references to any specific law, rule or regulation, or article, section or other division thereof, will be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof; (k) the term "or" will be interpreted in the inclusive sense commonly associated with the term "and/or"; (l) any undertaking by, or obligation on, a Party to (1) do any act or thing includes an undertaking to procure the doing of that act or thing by a Party's Affiliates; and (2) not do any act or thing includes an undertaking not to encourage, solicit, cause, or assist the doing of that act or thing by any Affiliate or other person; (m) any reference to a Party or the Parties shall include legal successors and/or any permitted assignees of a Party; (n) 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 US$ is to the lawful currency from time to time of the USA; (o) unless otherwise specified, "day" means a calendar day; (p) any reference to a statute or statutory provision includes any successor legislation thereto, regulations promulgated

thereunder, any consolidation or re-enactment, modification or replacement thereof, any statute or statutory provision of which it is a consolidation, re-enactment, modification or replacement and any subordinate legislation in force under any of the same from time to time except in each case to the extent that any consolidation, re-enactment, modification or replacement enacted after the date of this Agreement would extend or increase the obligations, in any manner (and whether financial obligations or otherwise), of either Party hereunder; and (q) 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.

14.9 No Implied Waivers; Rights Cumulative. Except as expressly provided in this Agreement, no failure on the part of a Party to exercise, and no delay in exercising, any right, power, remedy or privilege under this Agreement, or provided by statute or at Law or in equity or otherwise, will impair, prejudice or constitute a waiver of any such right, power, remedy or privilege or be construed as a waiver of any breach of this Agreement or as an acquiescence therein, nor will any single or partial exercise of any such right, power, remedy or privilege preclude any other or further exercise thereof or the exercise of any other right, power, remedy or privilege.

14.10 Notices. Any notice or other communication required or permitted to be delivered to any Party under this Agreement will be in writing and will be deemed properly delivered, given and received: (a) if delivered by hand, when delivered; (b) if sent on a Business Day by electronic mail before 5:00 p.m. (recipient's time) on the day sent by electronic mail and receipt is confirmed, on the date on which receipt is confirmed; (c) if sent by electronic mail (where an email is identified below) on a day other than a Business Day and receipt is confirmed, or if sent by electronic mail after 5:00 p.m. (recipient's time) on the day sent by electronic mail and receipt is confirmed, on the Business Day following the date on which receipt is confirmed; (d) if sent by registered, certified or first class mail, the third Business Day after being sent; or (e) if sent by overnight delivery via a national courier service, two (2) Business Days after being delivered to such courier, in each case to the address set forth beneath the name of such Party below (or to such other address as such Party will have specified in a written notice given to the other Party):

If to Purchaser, to:
Secretary of State, Department for Business, Energy and Industrial Strategy
1 Victoria Street
Westminster
London
SW1H 0ET
Attention: Director General of the Vaccine Taskforce
Email: [redacted]

With a copy to:
Permanent Secretary, Department for Business, Energy and Industrial Strategy
1 Victoria Street
Westminster
London
SW1H 0ET
Email: [redacted]

If to Moderna, to:
Moderna Switzerland GmbH
c/o ModernaTX, Inc.
200 Technology Square
Cambridge, MA 02139
Attention: Chief Executive Officer
Email: l[redacted]

With a copy to: Moderna Switzerland GmbH
c/o ModernaTX, Inc.
200 Technology Square
Cambridge, MA 02139
Attention: General Counsel
Email: [redacted]

14.11 Force Majeure. Neither Party will be held liable to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in performing any obligation under this Agreement (except for any obligation to make payment) to the extent that such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party (each, a "**Force Majeure Event**"), including strikes or other labor disturbances, lockouts, riots, quarantines, communicable disease outbreaks, wars, acts of terrorism, cyber-attacks, fires, floods, storms, interruption of or delay in transportation, lack of and inability to obtain fuel, power or components, or compliance with any order, regulation, or enforcement decision of any Governmental Authority. The affected Party will notify the other Party of such Force Majeure Event as soon as reasonably practical, and will promptly undertake Commercially Reasonable Efforts necessary to cure such Force Majeure Event and resume performance of its obligations hereunder during which period each Party's obligations hereunder shall be tolled in so far as and for so long as they are affected by the continuance of that Force Majeure Event. If a Party is actually prevented from performing any of its obligations under this Agreement due to the COVID-19 Pandemic, provided that the Party affected has taken reasonable steps since the onset of the COVID-19 Pandemic to mitigate any interruption, delay or impediment caused by the COVID-19 Pandemic, such non-performing Party will not be liable for breach of this Agreement with respect to such non-performance. Where the COVID-19 Pandemic so impacts a Party's performance which non-performance is excused pursuant to the foregoing, the Parties will agree on extensions to timeframes set forth in this Agreement to account for delays in carrying out activities and obligations hereunder to the extent such delays were the result of disruptions to business caused by the COVID-19 Pandemic that could not be overcome through reasonable steps and preparation. If a Force Majeure Event prevents a Party from performing any of its obligations hereunder for more than one hundred and eighty (180) days, then the other Party may terminate this Agreement on written notice.

14.12 Independent Parties. It is expressly agreed that the Parties will be independent contractors and that, except as otherwise required by applicable Laws, the relationship between the Parties will not constitute a partnership (including for US federal tax purposes), joint venture, or agency. Moderna will not have the authority to make any statements, representations, or commitments of any kind, or to take any action, that will be binding on Purchaser, without the prior written consent of Purchaser, and Purchaser will not have the authority to make any statements, representations, or commitments of any kind, or to take any action, that will be binding on Moderna without the prior written consent of Moderna.

14.13 Counterparts. This Agreement may be executed in two (2) or more counterparts, including electronically or by facsimile or PDF signature pages, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

14.14 Further Assurances. The Parties agree to reasonably cooperate with each other in connection with any actions required to be taken as part of their respective obligations under this Agreement, and will (a) furnish to each other such further information, (b) execute and deliver to each other such other documents, and (c) take such other actions (including working collaboratively to correct any clerical, typographical, or other similar errors in this Agreement), all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement.

14.15 Performance by Affiliates. Purchaser acknowledges and accepts that Moderna will have the right to extend the rights, licenses, immunities and obligations granted or

imposed under this Agreement to one (1) or more of its Affiliates. All applicable terms and provisions of this Agreement will apply to any such Affiliate to which this Agreement has been extended to the same extent as such terms and provisions apply to Moderna. Moderna will, however, remain primarily liable for any acts or omissions, including financial liabilities, of its Affiliates.

14.16 Binding Effect; No Third Party Beneficiaries. As of the Effective Date, this Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns. Except as expressly set forth in this Agreement, no Person other than the Parties and their respective Affiliates or Related Parties (as applicable) and, in the case of Moderna, the Moderna Parties and permitted assignees hereunder will be deemed an intended beneficiary hereunder or have any right to enforce any obligation of this Agreement. Notwithstanding any third party beneficiary rights hereunder, the Parties may agree to terminate, amend or vary the terms of this Agreement without the consent or waiver of such rights by any third party beneficiary.

14.17 [redacted]

14.18 Anti-Bribery.

(i) Moderna 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 performance of this Agreement (together with Moderna, the "**Moderna Representatives**") that it and the Moderna Representatives have not committed (directly or indirectly) any offence under the Bribery Act 2010 or done any of the following ("**Prohibited Acts**"): (a) offered, given or agreed to give any officer or employee of the 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 or any other agreement with Purchaser or for showing or not showing favor or disfavor to any person in relation to this or any other agreement with Purchaser; 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 Purchaser.

(ii) Moderna further represents and warrants that: (a) it has in place adequate procedures to prevent bribery and corruption, as contemplated by section 7 of the Bribery Act 2010; and (b) the Moderna Representatives have not knowingly taken any action that will, or would reasonably be expected to, cause Purchaser or its Related Parties to be in violation of any such laws.

(iii) If Moderna or the Moderna Representatives (or anyone acting on its or their behalf) have done or do any of the Prohibited Acts or have committed or commit any offence under the Bribery Act 2010 with or without the knowledge of Moderna in relation to this Agreement, Purchaser shall be entitled to terminate this Agreement in accordance with Section 13; and any termination under Section 13.3 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to Purchaser.

14.19 Right of Audit, Conflicts of Interest and Prevention of Fraud.

(i) Moderna shall keep secure and maintain for the Term of this Agreement and six (6) years thereafter, or such longer period as may be agreed between the Parties, full and accurate records of all matters relating to this Agreement. Moderna shall grant to Purchaser or its authorized agents such access to those records as they may reasonably require: (i) in order to check Moderna'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 Purchaser has used its resources. The Comptroller and Auditor General may examine such documents as they may reasonably require which are owned, held or otherwise within the control of Moderna and

may require Moderna to provide such oral and/or written explanations as they consider necessary. This Section 14.19(i) does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of Moderna under section 6(3)(d) and 6(5) of the National Audit Act 1983.

(ii) Purchaser shall have the right, upon having reasonable grounds to suspect or believe that there has been a non-compliance, to audit Moderna's compliance with this Agreement. Moderna shall permit or procure permission for Purchaser or its authorized representative during normal business hours, having given advance notice of no less than five (5) Business Days, access to any premises and facilities, books and records used in the performance of Moderna's obligations under this Agreement.

(iii) Moderna will use Commercially Reasonable Efforts to ensure that all relevant subcontracts permit Purchaser to audit (including, but not limited to, a financial audit and a full manufacturing audit) and inspect the relevant Affiliate or Third Party, provided that this requirement shall not apply to any subcontract entered into by Moderna prior to the date of this Agreement.

(iv) Moderna shall use Commercially Reasonable Efforts to procure permission for Purchaser or its authorized representative during normal business hours, having given advance notice of no less than five (5) Business Days, access to any premises and facilities, books and records used in the performance of Moderna's Manufacturing obligations under this Agreement, but not including any that are subcontracted to such Third Party. Moderna shall cooperate with such audit and inspection and accompany Purchaser or its authorized representative if reasonably requested to do so.

(v) Moderna shall take appropriate steps to ensure that neither Moderna nor any staff are placed in a position where, in the reasonable opinion of Purchaser, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of Moderna (save as they relate to the terms of this Agreement) and the duties owed to Purchaser under the provisions of this Agreement. Moderna will disclose to Purchaser full particulars of any such conflict of interest which may arise. In the event there is a conflict or potential conflict as detailed in this clause (v), the Parties shall work together in order to address and resolve it.

(vi) Moderna shall take reasonable steps to prevent staff and Moderna from committing any offence under Applicable Laws 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 (together, "**Fraudulent Activity**") in connection with the receipt of monies from Purchaser. Moderna shall notify Purchaser immediately if it has reason to suspect that any Fraudulent Activity has occurred or is occurring or is likely to occur. If Moderna or its staff commit Fraudulent Activity in relation to this or any other contract with the Crown (including Purchaser), Purchaser may terminate this Agreement in accordance with Section 13.

14.20 Environmental Considerations. In complying with its obligations under this Agreement, Moderna shall comply in all material respects with applicable environmental laws and regulations in force from time to time in relation to the Product. Without prejudice to the generality of the foregoing, Moderna shall: (a) comply with all reasonable stipulations of Purchaser aimed at minimizing the packaging in which Product is supplied to Purchaser under this Agreement; (b) promptly provide such data as may reasonably be requested by Purchaser from time to time regarding the weight and type of packaging according to material types used in relation to the Product supplied to Purchaser under this Agreement; (c) comply with all obligations imposed on it in relation to the Product supplied to Purchaser under this Agreement by the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (SI 2007/871) (or any other equivalent legislation giving effect in any part of the European Economic Area to the Packaging and Packaging Waste Directive 94/62/EC as amended); (d) without prejudice to Moderna's other obligations under this Agreement, label all Product supplied to Purchaser under this Agreement, and the packaging of those units, to highlight environmental and safety information as required by applicable Law.

14.21 Tax Non-Compliance. If, at any point during the Term of this Agreement, an Occasion of Tax Non-Compliance occurs, Moderna shall: (a) notify Purchaser in writing of such fact within five (5) Business Days of its occurrence; and (b) promptly provide to Purchaser: (i) details of the steps which Moderna 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 (ii) such other information in relation to the Occasion of Tax Non-Compliance as Purchaser may reasonably require. A failure to comply with the foregoing, for the purposes of Section 13.2, shall be considered a material breach.

14.22 Equality, Non-Discrimination, Human Rights And Conduct.

(i) Moderna shall not, and shall procure that its Affiliates in the Territory shall not, engage in any prohibited conduct as defined in part 2 chapter 2 of the Equality Act 2010 (c.15) (the "**Equality Act**") in relation to any protected characteristic (as defined in section 4 of the Equality Act) where this would contravene any provisions of the Equality Act, including part 3 (goods and services) and part 5 (employment); or do (or omit to do) anything else that would amount to a contravention of the Equality Act, including part 8 (prohibited conduct: ancillary) and chapter 3 part 5 (equality of terms), in each case where Moderna is required under applicable Law to take, or not take, such action.

(ii) Moderna shall notify Purchaser immediately of any investigation of or proceedings against Moderna under the Equality Act or any predecessor legislation and shall cooperate fully and promptly with any 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.

(iii) In addition to its obligations under this Section 14.22(iii) relating to the Equality Act, Moderna shall ensure that it complies in the Territory with all other applicable current employment legislation and, in particular, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000 (SI 2000/1551), the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002, (SI 2002/2034), the National Minimum Wage Regulations 2015 (as amended by the National Minimum Wage (Amendment) Regulations 2016) and any equivalent legislation applicable in Scotland, Northern Ireland and/or Wales or any other relevant legislation relating to discrimination in the employment of employees.

(iv) Moderna shall, and shall use reasonable endeavors to ensure that its employees or agents shall, at all times, act in a way which is compatible with the Convention rights within the meaning of Section 1 of the Human Rights Act 1998 (c.42).

(v) Moderna shall (A) comply with all applicable Law to ensure that there is no slavery or human trafficking in its supply chains; and (B) notify Purchaser immediately if it becomes aware of any actual or suspected incidents of slavery or human trafficking in its supply chains.

(vi) Moderna shall use Commercially Reasonable Efforts to comply with the Supplier Code of Conduct (a copy of which is available online at https://www.gov.uk/government/publications/supplier-code-of-conduct) within a reasonable period from the Effective Date or the remaining duration of the Agreement. For the avoidance of doubt, if, notwithstanding Moderna's use of Commercially Reasonable Efforts, Moderna is not at any time in full compliance with the Supplier Code of Conduct, Moderna shall not be considered in breach of this Agreement.

[***THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK***]

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

THE SECRETARY OF STATE FOR BUSINESS, ENERGY AND INDUSTRIAL STRATEGY

[redacted]

MODERNA SWITZERLAND GMBH

BY: _____

NAME:

TITLE:

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

THE SECRETARY OF STATE FOR BUSINESS, ENERGY AND INDUSTRIAL STRATEGY

BY:_____

NAME:

TITLE:

MODERNA SWITZERLAND GMBH

[redacted]

EXHIBIT A

PRODUCT DESCRIPTION AND SPECIFICATIONS

[*To be updated by Moderna as further Relevant Marketing Approvals are sought*]

Part A: Product Description

Original Product:
Moderna's proprietary vaccine product known as mRNA-1273, which is a novel lipid nanoparticle (LNP)-encapsulated mRNA-based vaccine that encodes for a full-length, prefusion stabilized spike (S) protein of SARS-CoV-2.

Part B: Specifications

Original Product: The specifications as set out in the approved GB Summary of Product Characteristics for the Original Product with marketing authorisation number PLGB 53720/0002.

EXHIBIT B

PRODUCT MARKS

MODERNA, MODERNATX, any Trademark incorporating either term, any Trademark that is used by Moderna in association with the Product, including any Trademarks that accompany the Product when delivered by Moderna to Purchaser, and any Trademark for which Moderna has applied for registration in the Territory. Moderna may provide Purchaser with a list of such Product Marks from time to time.

EXHIBIT C

DISPUTE RESOLUTION

Negotiation

If any technical dispute arises out of the Agreement under Section 6.9, the Parties will first try to resolve it amicably. Any Party may send a notice of a dispute to the other, and each Party will appoint, within ten (10) Business Days from receipt of the notice, an appropriate single representative having full power and authority to resolve the dispute. The representatives will meet as necessary in order to resolve the dispute. If the representatives fail to resolve the matter within one (1) month from the latter's appointment, or if a Party fails to appoint a representative as required above: for Technical Disputes, the expert determination procedure may be started by either Party; and for all other disputes, each Party will refer the dispute immediately to a senior officer or member of Purchaser's administration (or another senior manager as he/she may designate) who will meet and discuss as necessary to try to resolve the dispute amicably.

Technical Disputes

If a dispute arises between the Parties that is exclusively related to technical aspects of the Manufacturing, packaging, labelling, quality control testing, handling, storage, or other activities under this Agreement, including conformance of the Product to the Specifications (a "**Technical Dispute**"), the Parties will use Commercially Reasonable Efforts to resolve the dispute by amicable negotiations as provided above. If the Parties are unable to resolve a Technical Dispute by negotiation, the Technical Dispute will, at the written request of either Party, be referred for determination to an expert in the following manner:

(a) Appointment of Expert. Within ten (10) Business Days after the written request, the Parties will appoint a single agreed expert with experience and expertise in the subject matter of the dispute. If the Parties fail to agree the appointment within that period, then either Party may request that a neutral from the International Institute of Conflict Prevention and Resolution appoints a suitable expert (and both Parties will accept that appointment in the absence of evident conflict or bias). As a condition of the expert's appointment, the Parties will ensure that the expert agrees to disclose any actual or potential conflicts of interest promptly as they arise. The Parties do not intend that the expert acts as an arbitrator.

(b) Procedure. The Parties will require the expert to provide an opinion on each referred issue (with reasonably detailed reasoning) within fifteen (15) Business Days (or as agreed by the Parties with the expert). Each Party will give to the expert all the evidence and information within their respective possession or control as the expert may reasonably request, which they will disclose promptly and in any event within five (5) Business Days of a written request from the expert to do so. At all times the Parties will co-operate and seek to narrow and limit the issues to be determined.

(c) Final and Binding. The determination of the expert will, except for fraud or manifest error or where an unapproved conflict of interest is discovered, be final and binding upon the Parties with respect to the referred Technical Dispute.

(d) Costs. Each Party will bear its own costs for any matter referred to an expert under this Exhibit C and, in the absence of express agreement to the contrary, the costs and expenses of the expert will be shared equally by the Parties.

EXHIBIT D

2022/2023 DELIVERY SCHEDULE

EXHIBIT E

TRANSFER REQUIREMENTS

Purchaser must comply with each of the following obligations in order to provide any Product to a Donation Recipient, and Purchaser will provide Moderna with any information reasonably requested by Moderna in connection with the Purchaser's supply of Product to a Donation Recipient to establish compliance with this Exhibit.

1. **Product Condition**. Purchaser shall only supply Product to Donation Recipients provided that:

   (a) it is lawful to do so in accordance with Applicable Laws on the Purchaser and the laws applicable to the Donation Recipient in relation to the packaging, storing, transporting, exporting, importing, insuring or distribution of vaccines;

   (b) the Donation Recipient confirms in writing to the Purchaser that the vaccines will be used and administered in accordance with the label and applicable Laws;

   (c) such Product has been stored and will be transported to the applicable Donation Recipient in accordance with GDP;

   (d) such Product has sufficient shelf life remaining to reasonably enable administration of the Product prior to the expiry of the Product's shelf life as set forth on the label for such Product.

EXHIBIT F

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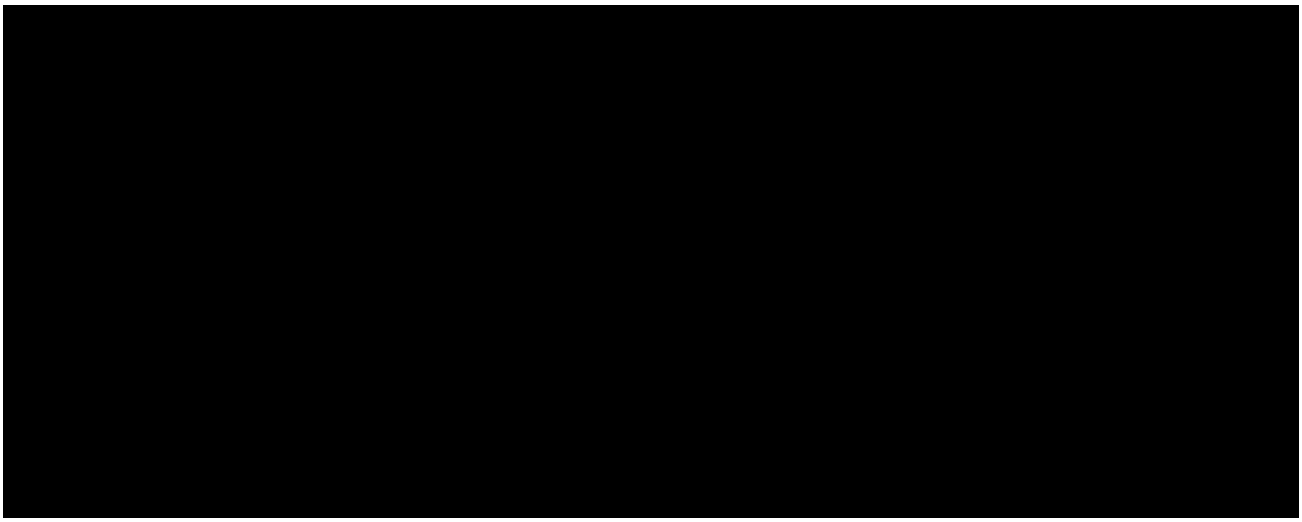


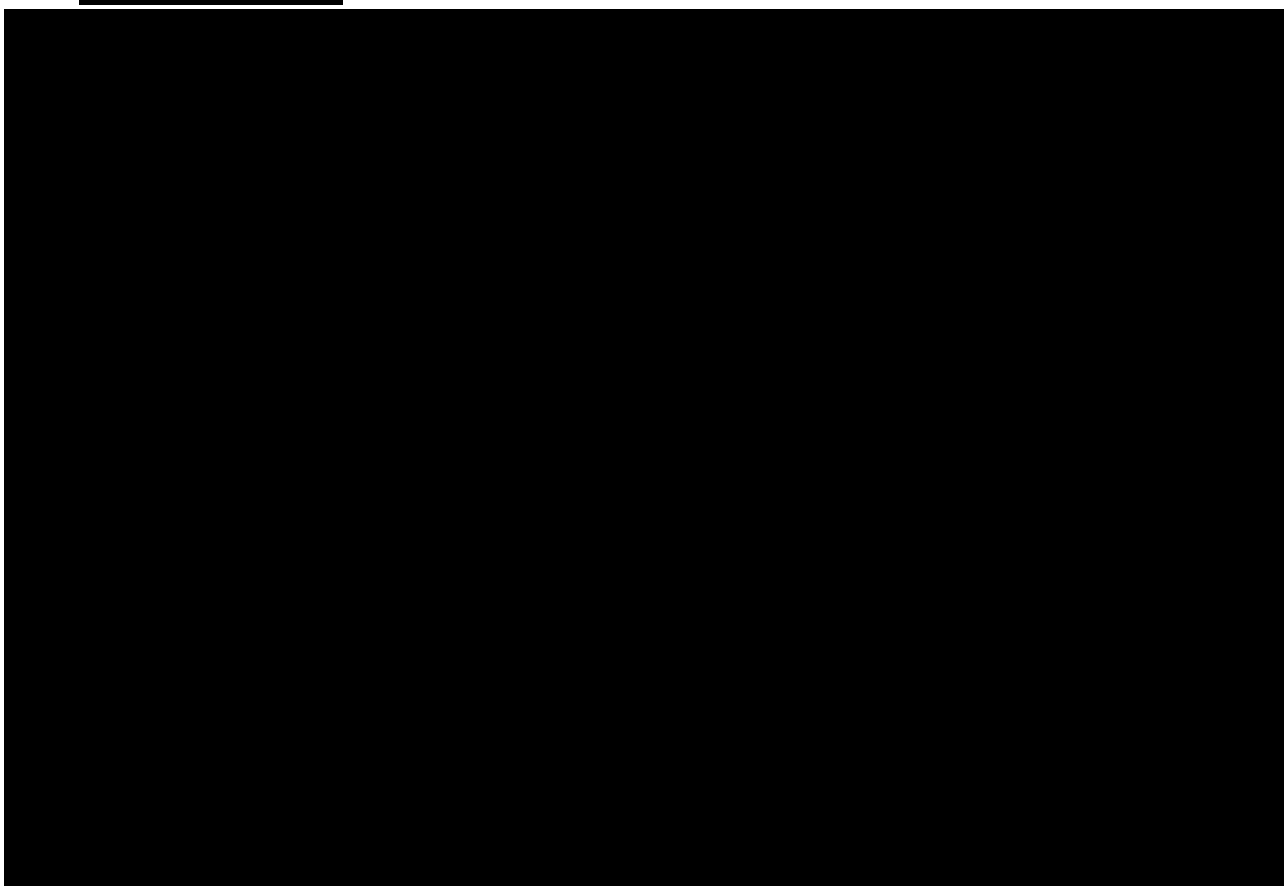
EXHIBIT G

PROJECT MANAGERS' SCOPE

Part A: Matters requiring prior notification

- Any proposed changes to the 2022/2023 Delivery Schedule, including any actual or anticipated delays in Delivery against, or updates to, the 2022/2023 Delivery Schedule.
- Any application for, or decision not to apply for, an emergency use authorisation.
- Any proposed changes to a Relevant Marketing Approval.
- Any proposed reduction to the Minimum Shelf Life.
- Any clinical trial results or findings that materially impact the efficacy or safety of the Product.
- Any material issues, or delays in the Manufacturing progress or Delivery of Product, including losing capacity at facilities or delays in supply of raw materials and equipment.

Part B: [redacted]



Part C: Social Values

The government of the United Kingdom of Great Britain and Northern Ireland is keen to ensure that public money spent through public procurement supports the government's priorities to boost growth and productivity, help communities in the UK recover from the COVID-19 pandemic and

tackle climate change. In line with these priorities, public procurement will give consideration to three key aspects of social value:

- economic (e.g. employment or apprenticeship/training opportunities),
- social (e.g. activities that promote cohesive communities) and
- environmental (e.g. efforts in reducing carbon emissions).

Accordingly, the Purchaser seeks to promote the government's priorities in this Contract by ensuring Moderna delivers on the following themes and policy outcomes:

Themes	**Policy outcomes**	
Theme 1	COVID-19 recovery	Help local communities to manage and recover from the impact of COVID-19
Theme 2	Tackling economic inequality	Create new businesses, new jobs and new skills Increase supply chain resilience and capacity
Theme 3	Fighting climate change	Effective stewardship of the environment
Theme 4	Equal opportunity	Reduce the disability employment gap Tackle workforce inequality
Theme 5	Wellbeing	Improve health and wellbeing Improve community cohesion

The Purchaser and Moderna shall jointly agree on the specific social value policy outcomes to be measured, delivered and included as part of this Agreement. Moderna will periodically provide the Purchaser with an evaluation report in respect of its delivery against these policy outcomes which will then be discussed as part of Governance, such evaluation criteria may include consideration of the following:

- Effective measures with respect to health and wellbeing, including physical and mental health, in the contract workforce
- Effective measures to deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions
- Effective measures by the supply chain to collaborate with users and communities in the co-design and delivery of the contract to support strong integrated communities.

The Purchaser and Moderna will develop KPI targets and reporting thresholds for each KPI target so that performance of Moderna with respect to the delivery of social values can be rated as one of the following:

- Good. Moderna is meeting or exceeding the KPI targets that are set out within the Contract.
- Approaching Target. Moderna is close to meeting the KPI targets that are set out within the Contract.
- Requires Improvement. The performance of Moderna is below that of the KPI targets that are set out within the Contract.
- Inadequate. The performance of Moderna is significantly below that of the KPI targets that are set out within the Contract.

For the avoidance of doubt, failure to meet any of these KPI targets will not be a breach of this Agreement by Moderna.

EXHIBIT H

DOCUMENTATION TO ACCOMPANY DELIVERIES

- Pack list and quantity of Doses and vials
- Certificate of Analysis (and where relevant, Certificate of Origin)
- Product description
- Batch details
- Expiry date
- Storage and transport temperature control records
- Storage and transport instructions
- Other information and notices required by the Relevant Marketing Approval(s) and Applicable Laws
- Quality personnel contact information
- Certificate of Release