VACCINE PURCHASE AGREEMENT

BETWEEN

MINISTRY OF INTERNALLY DISPLACED PERSONS FROM THE OCCUPIED TERRITORIES, LABOUR, HEALTH AND SOCIAL AFFAIRS OF GEORGIA

AND

SERUM INSTITUTE OF INDIA PRIVATE LIMITED

AND

SERUM LIFE SCIENCES LIMITED

FOR

PURCHASE OF
ChAdOx1 nCoV-19 Corona Virus Vaccine (Recombinant) COVISHIELD

VACCINE PURCHASE AGREEMENT

This Vaccine Purchase Agreement ("**this Agreement**") is entered into and made effective on the last date of signature by the Parties to this document (the "**Effective Date**")

BY AND BETWEEN

1) **MINISTRY OF INTERNALLY DISPLACED PERSONS FROM THE OCCUPIED TERRITORIES, LABOUR, HEALTH AND SOCIAL AFFAIRS OF GEORGIA** having its office address at 144 Tsereteli ave., Tbilisi 0119 Georgia, through its authorized signatory **Mr. Giorgi Tsotskolauri**, Deputy Minister of Internally Displaced Persons from the Occupied Territories, Labour, Health and Social Affairs of Georgia, (hereinafter referred to as "**Purchaser**");

AND

2) **SERUM INSTITUTE OF INDIA PRIVATE LIMITED**, CIN NO. U80903PN1984PTC032945, a company incorporated under the laws of India, having its registered office at 212/2, Off Soli Poonawalla Road, Hadapsar, Pune – 411 028, Maharashtra, India (hereinafter referred to as the "**Manufacturer**"), through its authorized signatory and representative **Mr. Ajay Kumar Jha,** AGM-International Business, which expression shall unless it be repugnant to or inconsistent with the context or meaning thereof be deemed to mean and include its successors, affiliates, administrators and permitted assigns;

AND

3) **SERUM LIFE SCIENCES LIMITED**, a company duly incorporated having its registered office situated in England and Wales, formerly known as Covicure Holdings Limited having its principal office at 12 New Fetter Lane, London, United Kingdom, EC4A 1JP (hereinafter referred to as the "**Supplier**" / "**SLL**"), through its authorised signatory and representative **Mr. Parag Deshmukh**, Director-International Business Global, which expression shall unless it be repugnant to or inconsistent with the context or meaning thereof be deemed to mean and include its successors, administrators and permitted assigns.

Purchaser, Manufacturer, and the Supplier shall be collectively referred to as "**Parties**" and singly as "**Party**". Where necessary and expedient, throughout the Agreement, the Manufacturer and the Supplier are collectively referred to as "**Serum**".

PREAMBLE:

WHEREAS, to combat the current COVID-19 global pandemic, AstraZeneca UK Limited ("AstraZeneca"), a company incorporated in United Kingdom, has partnered with Oxford University (UK) ("Oxford") to rapidly clinically evaluate and scale up and/or coordinate global manufacturing of a vaccine candidate against Covid-19**;** and

WHEREAS AstraZeneca has entered into a license agreement (the "**R-Pharm Agreement**") with R-Pharm, JSC, having a business address of 19 Berzarina Street, building 1, 123154, Moscow, Russian Federation ("**R-Pharm**"), on 1 July 2020, pursuant to which said R-Pharm has been granted a sublicense of certain of AstraZeneca's rights to a vaccine against Covid-19 in certain countries, including the territory of **Georgia** ("**Territory**"); and

WHEREAS AstraZeneca UK Limited has entered into a license agreement with the Manufacturer, on June 4th 2020, as amended from time to time (the "**License Agreement**"), pursuant to which the Manufacturer has been granted a sublicense of certain of AstraZeneca's rights to manufacture, supply and commercialize a vaccine in certain countries and accordingly Manufacturer has developed and manufactured a vaccine titled as ChAdOx1 nCoV-19 Corona Virus Vaccine (Recombinant) COVISHIELD (the "**Vaccine**") and

WHEREAS, due to the delay in the supply of the Vaccine from said R-Pharm and at the Purchaser's express request, the Manufacturer (either through itself or its Affiliate, the Supplier) in collaboration with AstraZeneca, agreed to make available to the Purchaser the Total Doses (as defined below) of the Vaccine during the global pandemic, at the price and terms and conditions set out below for distribution within the Territory;

AND WHEREAS, considering the necessity of the said Vaccine to ensure health safety and security of the people of **Georgia** during the Coronavirus pandemic, in good faith and on mutually acceptable terms, the Purchaser has expressed its interest to purchase from the Manufacturer and the Supplier, the **Vaccine,** subject to the terms and conditions as stated hereinforth below and all Parties are entering into this Agreement therefor;

NOW THEREFORE, the Parties agree as follows:

1. Definitions

When used in this Agreement, the following capitalized terms shall have the meanings set forth in this Clause 1.

1.1 "**Affiliate**" means

i) with respect to the Purchaser, any Person that Controls, is Controlled by, or is under common Control with another Person;

ii) and with respect to Serum, any Person directly or indirectly Controlled by the Cyrus Poonawalla Group (each a "Cyrus Poonawalla Group Company" or "CPGC"). "Cyrus Poonawalla Group Company" or "CPGC" means any Person controlled directly or indirectly by Dr. Cyrus Poonawalla, Mr. Adar Cyrus Poonawalla and their family members.

For purposes of the preceding definition, "Control" (including, with correlative meanings, the terms "Controlled by" and "under common Control with") shall mean the possession, directly or indirectly, of more than 50% of the outstanding voting securities of or comparable equity interest in any other type of a Person, or otherwise having the legal power to direct the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

1.2 "**Applicable Law**" means any law or statute, any rule or regulation issued by a Governmental Authority or Regulatory Authority and any judicial, governmental, or administrative order, judgment, decree, or ruling, in each case as applicable to the subject matter of this Agreement and the Parties hereunder.

1.3 "**Authorisation**" means the applicable approvals from a Regulatory Authority as necessary for the: (i) for exporting the Vaccine (including all allied permissions or requirements or approvals) to the Territory (ii) supply to the Territory; and (iii) importation into the Territory and distribution- sale within the Territory, of the Vaccine.

1.4 "**Business Day**" shall mean any day designated as working day by the nationalized banks in India and in the Territory.

1.5 "**Condition Precedent**" shall have the meaning ascribed to it under Clause 2.4.

1.6 **"Defect**" or "**Defective**" means, in respect of the Vaccine, that it is not compliant with the Authorisation for the Vaccine, or with Applicable Laws.

1.7 "**Dossier**" means all confidential scientific documents available, compiled and developed by the Manufacturer/Supplier, in English language, according to the requirements of then current regulatory guidelines, Good Manufacturing Practices and International Conference on Harmonization guidelines (ICH), necessary or useful to obtain any Authorizations for the Vaccine in the Territory.

1.8 "**Effective Date**" means the last date of signature by the Parties to this Agreement.

1.9 "**Force Majeure**" means causes beyond the control of any of the Parties, that prevents any of the Parties from performing its obligations assumed in this Agreement, including but not limited to, acts of God, regulations, action, inaction, laws or restrictions of any government, terrorism, war, civil commotion, destruction of production facilities or materials by fire, earthquake or storm, shortages, labour disturbances, failure of public utilities or common carriers, or any epidemics (excluding however the Sars-CoV-2 Coronavirus pandemic or Covid 19 and any quarantine or lockdown that may be implemented by any government / regulatory authority in a country in relation thereto).

1.10 "**Good Manufacturing Practices**" / "**GMP(s)**" means the then-current mandatory standards, rules, principles and guidelines of good manufacturing practice and general biologic products standards in each case contained in Applicable Laws which apply to the manufacture of the Vaccine in India from time to time.

1.11 "**Governmental Authority**" means any court, agency, department, authority or other instrumentality of any nation, supranational body, state, county, city or other political subdivision.

1.12 "**Gross Negligence**" means a conscious and voluntary or reckless disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both.

1.13 "**Indirect Taxes**" means value added, sales, consumption, goods and services taxes or other similar Taxes required by Applicable Laws to be disclosed as a separate item on the relevant invoice.

1.14 "**Know-How**" means (a) inventions, technical information, data (including physical data, chemical data, toxicology data, animal data, raw data, clinical data, and analytical and quality control data), formulae, assays, sequences, discoveries, procedures, processes, practices, protocols, methods, techniques, results of experimentation, knowledge, trade secrets, designs, skill, experience; and/or (b) any information embodied in compounds, compositions, materials (including chemical or biological materials), formulations, dosage regimens, apparatus, devices, specifications, samples, works, regulatory documentation and submissions pertaining to, or made in association with, filings with any Regulatory Authority.

1.15 **"Order" / "Purchase Order"** / "**Firm Order**" means the binding purchase order hereunder for the Vaccine doses, which order shall be non-cancelable and may be modified only with the written consent of Serum, which consent may be withheld in Serum's sole discretion.

1.16 "**Person**" means any individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, incorporated association, joint venture or similar entity or organization (whether or not having a separate legal personality), including a government or political subdivision or department or agency of a government.

1.17 "**Private Market**" shall mean such markets including private hospitals, private health care institutions, non-government organizations or other non-government body corporations within the Territory for the sale-purchase-distribution of the Vaccine.

1.18 "**R-Pharm**" has the meaning given in the preamble.

1.19 **"R-Pharm Agreement**" has the meaning given in the preamble.

1.20 "**Regulatory Authority**" means the Drug Controller General of India with respect to regulating the manufacture of the Vaccine, and/or any other Governmental Authority regulating the conduct, market approval, sale, distribution or use of the Vaccine within the Territory.

1.21 "**Specifications**" shall mean the specification of the Vaccine as specified in the **Annexure A**, to this Agreement.

1.22 "**Tax**" means any form of tax or taxation, levy, duty, charge, social security, charge, contribution, or withholding of whatever nature (including any related fine, penalty, surcharge or interest) imposed by, or payable to, a tax authority.

1.23 "**Trade Marks**" shall mean and include the trademarks, trade dress, trade names, labels, logos or brand names used by Serum for the Vaccine in the Territory.

1.24 "**Willful Misconduct**" means an act or omission taken (a) intentionally to achieve a wrongful purpose; (b) knowingly without legal or factual justification; and (c) in disregard of a known or obvious risk that is so great as to make it highly probable that the harm will outweigh the benefit. Each of the foregoing conditions must be proven with clear and convincing evidence.

2. Regulatory Approvals, Compliance Assistance and Condition Precedent

2.1 The Manufacturer and the Supplier (collectively referred to as "**Serum**") assures the Purchaser that all the doses of the Oxford/AstraZeneca vaccine ChAdOx1 nCoV-19 Corona Virus Vaccine (Recombinant) COVISHIELD (the "**Vaccine**", in the form and description as stated in **Annexure A** to this Agreement), purchased by the Purchaser have been approved by the Indian Drug Controller General for Emergency Use Authorization under the Applicable Laws and the World Health Organization (WHO) for emergency use.

2.2 The Purchaser shall be responsible for obtaining all Authorizations, permits, licenses and/or approval for the Vaccine from the relevant Regulatory Authority in and limited to the territory of **Georgia** ("**Territory**") for import into, distribution and use of the Vaccine, at its sole cost and expense. The Purchaser acknowledges and agrees that non-fulfilment or delay in fulfilment of the foregoing responsibility by the Purchaser may affect the supply and delivery of the agreed Total Doses of the Vaccine from Serum. The Purchaser further agrees that any constraint on such supply and delivery for Serum, due to the Purchaser's delay in obtaining all Authorizations, permits, licenses and/or approval for the Vaccine from the relevant Regulatory Authority in the Territory for import into, distribution and use of the Vaccine shall not be construed as a breach of this Agreement by Serum.

2.3 The Purchaser agrees that the scope of this Agreement is restricted to purchase of the Vaccine by the Purchaser for the **Government of Georgia only**. The

Purchaser hereby undertakes that it shall not, directly or through any third party, sell, assist in the sale of, or otherwise dispose the Vaccine doses, either (i) in the Private Market in the Territory or (ii) outside the Territory, nor knowingly, or having reason to believe that they would be so resold, sell the Product(s) to any third party within the Territory for resale and / or redistribution (i) in the Private Market in the Territory or (ii) outside the Territory.

2.4 **Condition Precedent**. The Purchaser is aware that AstraZeneca UK Limited has entered into an exclusive License Agreement for the Territory with R-Pharm. The Purchaser is further aware that for the performance of Serum's obligations hereunder this Agreement, AstraZeneca will take responsibility with respect to R-Pharm, which shall be a condition precedent for this Agreement ("**Condition Precedent**"). Without prejudice to any other conditions that need to be fulfilled prior to supply of the Total Doses to the Purchaser, Purchaser agrees that all of Serum's obligation under this Agreement shall be null and void if this Condition Precedent is not satisfied. Serum agrees to inform the Purchaser promptly after satisfaction of the Condition Precedent.

3. Supply and Quantity.

3.1 The Purchaser shall purchase such number of Vaccine doses ("Total Doses") and in such number of tranches as set out in **Annexure B** of this Agreement. However, Purchaser has the option to procure additional doses of the said Vaccine and the price and supply terms for such additional quantity (beyond Total Doses) will be negotiated in good faith and shall be mutually acceptable to all Parties.

3.2 The Supplier shall commence supply and delivery of the Total Doses of the said Vaccine in accordance with the schedule of supply and payment listed hereunder in **Annexure B**, subject, however, to the (i) fulfilment of the Condition Precedent, (ii) receipt by Serum of Authorisations from the Regulatory Authority / Government Authority with respect to exports permissions and / or any other requirements or approvals in India; (iii) availability of stocks for supply; and (iv) to the Authorization from the Government Authority / Regulatory Authority under the Applicable Laws for import in Territory of **Georgia**, which shall be duly intimated by the Purchaser to Manufacturer / Supplier upon receipt of the same and copies thereof shall be shared by the Purchaser with Manufacturer / Supplier.

3.3 The Purchaser expressly agrees that nothing in this Agreement shall affect, or be interpreted to affect Serum's rights to sell the said Vaccine within the territory of Georgia either (i) through international agencies such as GAVI, Gates foundation, UNICEF, WHO and other international agencies, or (ii) through its own efforts, or in collaboration with any third-party contractors, in the Private Market of the Territory, and Serum reserves all such rights.

4. Advance Payments, Purchase Order, Invoice, Taxes

4.1 Purchaser shall pay the Supplier at the designated bank account of the Supplier, such purchase price for the Total Doses ("**Purchase Price**") at such price per dose consideration as set out under Annexure B under this Agreement.

4.2 **Advance Payment and Supply**.

4.2.1 The Purchaser shall raise a Purchase Order for each consignment / shipment of the Vaccine doses in accordance with Annexure B, and shall make the requisite advance payments for the Purchase Price for each such consignment of Vaccine doses in the manner as set out in Annexure B.

4.2.2 Subject to (i) fulfilment of Condition Precedent (ii) receipt of the Authorizations from the Regulatory Authority as described in Clause 3.2 hereinabove, (iii) due execution of this Agreement; (iv) availability of stocks for supply; and (v) receipt of the Purchase Price in accordance with Clause 4.2.1, the Supplier agrees to supply to the Purchaser the Total Doses in the tranches in accordance with Annexure B hereto.

4.3 **Future Purchase Orders**. Parties agree that during the Term, in the event the Purchaser requires any additional quantity of Vaccine doses, beyond the Total Doses of the Vaccine, then the Purchaser may raise additional Purchase Orders for such additional quantities and Parties agree to suitably modify the Annexure B to record the same, provided that, the Parties further agree that they shall, at the relevant time, negotiate in good faith incorporate any revisions to the purchase price of the Vaccine and supply-delivery provisions for such subsequent Purchaser requirements on mutually agreed terms.

4.4 It is agreed between the Parties that every Purchase Order raised under this Agreement is non-cancellable by the Purchaser, and in the event (i) the Purchaser either cancels any Purchase Order after the Supplier has communicated the readiness of the quantity of doses of the Vaccine under such

Purchase Order, or (ii) for any reason whatsoever, if the Supplier has already shipped the consignment under a Purchase Order to the Tbilisi International Airport, Georgia on agreed CIP (By Air) Incoterms, then, in each case (i) and (ii), the Supplier shall not be obliged to refund any advance payments received by it, and in any event shall not be liable for any interest / charge / other fees or any Taxes / Indirect Taxes thereon.

4.5 **Taxes**. All payments due to Supplier under this Agreement are exclusive of any Indirect Tax which may be chargeable, and which the Purchaser shall pay in addition to the Purchase Price, at such rate and in such manner as prescribed by the Applicable Law.

5. Delivery and Defects

5.1 The Supplier shall supply each consignment of the said Vaccine under a Purchase Order to the Tbilisi International Airport, Georgia, on CIP (by Air) (INCOTERMS 2020, as published by the International Chamber of Commerce) by using temperature monitoring devices of international standard approved by WHO. Transfer of title to the delivered said Vaccine doses under the Purchase Order will occur in accordance with the agreed CIP (by Air) Incoterms. Purchaser shall take delivery of such quantity of the said Vaccine doses consignment immediately on arrival at the Tbilisi International Airport, Georgia.

5.2 Serum's responsibility shall end as soon as the said consignment of Vaccine doses is delivered at Tbilisi International Airport, Georgia in accordance with CIP (by Air) Incoterms. Thereafter the Purchaser shall be solely responsible for arranging for the transportation of the consignment/shipment to the desired destination in the Territory and all freight, insurance and cold storage management costs in relation thereto shall be borne solely by the Purchaser. The entire risk in the consignment of the Vaccine Doses passes on to the Purchaser once the Supplier delivers such consignment at Tbilisi International Airport, Georgia and thereafter, any deterioration in quality or any damage or loss to the Vaccine consignment thereafter shall be exclusively to the Purchaser's account.

5.3 The Purchaser shall ensure, where necessary and applicable, monitoring of cold chain storage systems (2^0 to 8^0 Celsius) used in the Territory by using temperature monitoring devices of international standard approved by WHO.

5.4 The delivered Vaccine doses shall meet the Specifications and shall be accompanied by a certificate of analysis issued by Serum showing conformity of

the consignment supplied with the Specifications. Such certificate of analysis shall conform with and be signed in accordance with Good Manufacturing Practices and other regulatory requirements as per the Applicable Laws. Further, the shelf life on the delivered Vaccine doses will be at Serum's discretion and will be provided on the labels on the vials.

5.5 Upon taking delivery of each consignment of the said Vaccine, the authorized personnel of the Purchaser may check all parameters, such as total quantity received, any damages, losses or defects other than latent defects, and audit the temperature monitoring devices to ascertain if requisite cold chain was maintained throughout the supply chain, i.e. from Serum facility in India to Tbilisi International Airport, Georgia. Thereafter, the Purchaser shall confirm the same to Serum in writing in a format like the standard UNICEF Vaccine Arrival Report (VAR). It is understood between the Parties that, Serum will not be liable for any claim on shortfalls, damages or defects or cold chain breakage if the Purchaser fails to notify Serum in the said format after receipt of each consignment at Tbilis**i** International Airport, Georgia within twenty-four (24) hours of such receipt.

5.6 **Claims other than for latent defect**. Any claims under the Clause 5.5 above i.e. other than latent defects, shall be communicated to Serum by the Purchaser within twenty-four (24) hours of receipt of each consignment. In case any non-conformity is detected and claim is accepted by the Supplier, the Supplier shall, within a period of Sixty (60) Business Days from the date of acceptance of claim forward a new shipment(s) of the Vaccine doses to the Purchaser at the Supplier's cost.

5.7 **Claims relating to latent defect.** Any claims of the Purchaser regarding latent defects shall be communicated to Serum within seven (7) Business Days after discovery of such defects. In case of a claim for latent defect communicated to Serum within the periods set forth above, Serum shall have an opportunity to examine the claim and if accepted by Serum, Serum shall replace the defective Vaccine doses with new Vaccine doses conforming to Specifications at its own cost. Serum's responsibility shall be limited to the above-mentioned replacement only.

5.8 In case of difference of opinion between the Parties with regard to claims for latent defects as stated in Clause 5.7 above, the samples of such doses of the Vaccine shall be referred to a WHO accredited mutually acceptable international laboratory outside the Territory for verification of the Parties' claims. The

decision of the laboratory shall be final and binding on all the Parties and the Party whose claim is rejected by the laboratory shall pay for the payments due to the laboratory for carrying out the verification.

5.8.1 In the event Serum's claim is upheld, the Purchaser shall accept the said Vaccine consignment.

5.8.2 In the event Purchaser's claim is upheld, Serum shall use its best efforts to replace the delivered consignment of the Vaccine with identical quantity of conforming Vaccine consignment within One Hundred Twenty (120) Business Days of receipt of communication from the laboratory. However, in such an event, the Purchaser shall destroy the rejected consignment of the Vaccine in accordance with Serum's instructions and in the presence of an authorized representative of Serum and shall produce a certificate of destruction duly signed by its authorized representative. The costs of destruction shall be pre-approved by Serum and thereafter Serum shall reimburse the costs upon the submission of necessary original proof of such destruction and costs incurred for the same.

6. Pharmacovigilance, Complaints and Recalls

6.1 The Purchaser shall have a system in place to conduct the pharmacovigilance activities relating to the said Vaccine in accordance with the local regulatory requirements / guidelines in the Territory. The Purchaser shall provide necessary information to Serum with regard to implementation, management, monitoring of pharmacovigilance and the Purchaser shall ensure adequate manpower and logistics for the same. Further, the Purchaser shall provide training to the Purchaser nominated personnel related to storage, administration and transportation of the said Vaccine, if required. All Parties agree that a separate agreement ("**Safety Data Exchange Agreement**" / "**Pharmacovigilance Agreement**") shall be duly executed by the Parties to describe all such pharmacovigilance activities in details.

6.2 The Purchaser shall send any and all complaints / Adverse Event Following Immunisation (AEFI) notifications with regard to the administered Vaccine doses received by it to Serum, by email or by written notice, immediately but no later than 48 (Forty-Eight) hours of becoming aware of such an event. Within nine (9) Business days from the date of receipt of such complaint / AEFI, the Purchaser shall investigate all complaints associated with the distribution,

promotion, marketing, use or sale or handling of the said Vaccine and shall provide a written summary to Serum and a written response to the complainant, with a copy to Serum.

6.3 Within three (3) Business Days of the Effective Date, the Purchaser shall provide Serum with a description of its procedure for conducting and documenting recalls of any Vaccine products which procedure must meet regulations of the Regulatory Authority in the Territory and shall include a system to identify the end user of the Vaccine doses.

6.4 If, for any reason, it shall become necessary to trace back or recall any particular batch of the said Vaccine in accordance with the regulatory guidelines of the Territory, or to identify the end-users to whom the said Vaccine from such batch will have been delivered, the Purchaser shall take all necessary steps to trace back or recall such batch of the said Vaccine and send the said details to Serum in accordance with the procedure established for the said purpose.

6.5 The Purchaser undertakes and agrees to notify Serum any change or modification in the regulatory provisions or guidelines applicable to the said Vaccine in the Territory. In case the said Vaccine is recalled due to change in the regulation or applicable laws relating to the Regulatory Approvals in the Territory, then the Purchaser shall bear entire cost of such replacement. However, if such recall or change is due to guidelines of World Health Organization (WHO), then Serum shall bear entire cost of such recall.

6.5.1 The Purchaser shall be solely responsible at its own cost and expenses for recall of the said Vaccine at any time, if such recall is due to defective storage or handling of the said Vaccine by the Purchaser and the Purchaser shall accept any liability arising from or due to such recall.

6.5.2 Serum shall be solely responsible at its own cost and expenses for recall of the said Vaccine at any time, if such recall is due to any proven Gross Negligence or Willful Misconduct by Serum in complying with the Good Manufacturing Practices.

6.6 The Purchaser will not recall the said Vaccine from the market without obtaining Serum's prior written consent, such consent shall not be unreasonably withheld by Serum. In the event any recall mandated by the Regulatory Authority in the Territory, then the Purchaser shall immediately notify Serum about the same before such recall.

7. Product Security

7.1 The Purchaser shall destroy all waste material, including damaged or Defective doses of the Vaccine ("**Waste**") within mutually acceptable timelines during the term of this Agreement and upon termination of this Agreement. Such Waste shall be secured pending destruction. The Purchaser shall keep a record of destruction of any Waste and promptly issue certificates of destruction. Such records shall be kept for a period of at least two (2) years and shall be made available to Serum on request.

7.2 The Purchaser shall comply with all Applicable Laws relating to the traceability of the Vaccine doses in accordance with Serum's specifications, standards, strategy and instructions from time to time. For this purpose, Serum may, in its discretion, adopt any relevant third-party specifications, standards and strategy from time to time, in accordance with a timeline agreed with the Purchaser (with such agreement not to be unreasonably withheld or delayed by the Purchaser).

7.3 The Purchaser warrants and undertakes that it will not alter or modify any Vaccine doses in any way (including labelling and packaging but excluding any transportation packaging) after delivery.

7.4 All Vaccine doses in a consignment shall be: (i) stored securely by the Purchaser and in environmental conditions which are in accordance with the instructions and directions provided by Serum from time to time; and (ii) delivered, shipped and distributed by the Purchaser in a secure manner appropriate to the transportation route and destination, in each case (i) and (ii) to (without limitation) guard against and deter theft, diversion, tampering, damage or substitution (with, for example, counterfeits), and any such incidences shall be reported to Serum immediately and no later than twenty-four (24) hours thereafter. The Purchaser shall provide all reasonable assistance to Serum during any investigation that Serum may initiate in relation to such incident.

8. Confidentiality

8.1 In this Agreement, "**Confidential Information**" shall, subject to Sections 8.2 and 8.3 mean:

a) any and all Know-How, software, algorithms, designs, plans, forecasts, analyses, evaluations, research, business information, financial information, business plans, strategies, customer lists, marketing plans, or other information whether oral, in writing, in electronic form, or in any other form; and
b) any physical items, compounds, components, samples or other materials, in each case a) and b), disclosed by or on behalf of the Manufacturer, or the Supplier (the "**Disclosing Party**") to the Purchaser or any of its Affiliates (the "**Receiving Party**") before, on or after the Effective Date.

8.2 Without prejudice to the generality of Clause 8.1, the Purchaser agrees that the existence of this Agreement and/or the matters pertaining hereto constitute Confidential Information of the Manufacturer or Supplier, and agrees that nothing in this Agreement or in the disclosure of Confidential Information relating to the performance of this Agreement, constitutes, or shall be deemed as constituting, a grant to the Purchaser, directly or indirectly, for any purpose, of any license or other right under patents, designs, copyrights or other industrial or intellectual property rights.

8.3 **Exclusions from Confidential Information**. In this Agreement, Confidential Information shall not include any information or materials, for which the Receiving Party can prove with documentary evidence:
a) is or becomes public knowledge through no improper conduct on the part of the Receiving Party, the Receiving Party's Affiliates and/or their respective representatives;
b) is already lawfully possessed by the Receiving Party and/or the Receiving Party's Affiliates without any obligations of confidentiality or restrictions on use prior to first receiving it from the Disclosing Party;
c) is obtained subsequently by the Receiving Party and/or the Receiving Party's Affiliates from an unrelated third party without any obligations of confidentiality and such unrelated third party is in lawful possession of such information or materials and not in violation of any contractual or legal obligation to maintain the confidentiality of such information or materials; or
d) the Disclosing Party agreed to release the Receiving Party from the confidentiality obligation earlier.

8.4 **Mandatory Disclosures**. All Parties recognize that the Receiving Party and/or the Receiving Party's Affiliates may have to disclose Confidential Information to the extent required by law or regulation or by legal, judicial, regulatory or administrative process or pursuant to an audit or examination by a regulator or

self-regulatory organization subject to compliance with this Section 8.4. If the Receiving Party is so compelled to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice thereof so that the Disclosing Party may seek a protective order or other appropriate remedy. Subject to its obligations to comply with such subpoenas, court processes or directions, the Receiving Party will reasonably cooperate with the Disclosing Party's counsel in their efforts to obtain a protective order or other similar remedy to accord some form of confidential treatment to any such Confidential Information of the Disclosing Party.

8.5 **Limitations on Use of Confidential Information**. The Receiving Party shall treat all Confidential Information as secret and confidential and shall not use, copy or disclose to any third party any Confidential Information of the Disclosing Party (whether before, on or after the date of this Agreement) except as set out in Section 8.6 below.

8.6 **Use and Disclosures of Confidential Information.** The Receiving Party:

a) Shall ensure the protection of Confidential Information or documents with the same level of protection as its own confidential information or documents and in any case with due diligence and reasonable level of protection;
b) May use and disclose Confidential Information of the Disclosing Party solely to the extent necessary to enable the Receiving Party to exploit the rights granted under this Agreement and/or to perform its obligations under this Agreement; provided, that where any disclosure is required to third parties the Receiving Party shall: (1) only disclose Confidential Information to third parties that have entered into appropriate and legally binding confidentiality and non-use obligations in respect of the Confidential Information disclosed on terms no less stringent than those set out herein; and (2) procure that such third parties do not further disclose or use Confidential Information. For the avoidance of doubt, the Receiving Party shall not use the Confidential Information with respect to or for any other program or project other than the Vaccine and the express objectives set forth herein;
c) Shall disclose Confidential Information of the Disclosing Party to those of the Receiving Party's Affiliates, officers and employees to whom such disclosure is necessary (and only disclose that part of the Confidential Information which is necessary) to enable the Receiving Party to exploit the rights granted under this Agreement and/or to perform its obligations under this Agreement and provided that the Receiving Party shall remain responsible for procuring that the Receiving Party's Affiliates, officers and

employees do not further disclose and/or use the Confidential Information for any other purpose; and

d) Shall, subject to Clause 8.4 above, disclose such part of the Confidential Information of the Disclosing Party solely to the minimum extent that it is legally required to do so pursuant to an order of a court of competent jurisdiction or other Governmental Authority or otherwise as required by Applicable Law including the laws and regulations applying to any public listing authority, provided that the Receiving Party shall use reasonable endeavors to limit such disclosure and to provide the Disclosing Party with an opportunity to make representations to the relevant court or other Governmental Authority, Regulatory Authority, or allied authority or listing authority.

8.7 **Protection of Confidential Information**. The Receiving Party shall at all times maintain documents, materials and other items (including items in electronic form) containing Confidential Information of the Disclosing Party and any copies thereof, in a secure fashion by taking reasonable measures to protect them from theft and unauthorized use and disclosure. Without prejudice to the foregoing, the Receiving Party shall exercise at least the same degree of care to prevent theft and unauthorized disclosure and/or use of the Disclosing Party's Confidential Information as the Receiving Party exercises in respect of its own confidential material of like importance.

8.8 **Losses of Confidential Material**. The Receiving Party shall notify the Disclosing Party immediately if the Receiving Party becomes aware of any unauthorized use or disclosure of, or any unauthorized access to or of any theft or loss of any copies of any Confidential Information of the Disclosing Party.

8.9 **Survival**. The provisions of this Article 8 shall commence on the Effective Date and shall continue for so long as either Party has knowledge of any Confidential Information received or derived from the other Party and shall survive termination or expiry of this Agreement for a period of five (5) years in respect of all Confidential Information.

9. Intellectual Property Rights

9.1 The Purchaser acknowledges and agrees that as between the Parties, (i) all background intellectual property rights of Serum; and (ii) all other Know-How and other intellectual property rights generated during the development, manufacture, and supply of the Vaccine by Serum including all manufacturing

process improvements, (collectively, the "**Vaccine IP Rights**") shall be owned / controlled at all times by Serum. Except as expressly set forth in this Agreement, Serum does not grant to the Purchaser by implication, estoppel or otherwise, any right, title, license or interest in any such Vaccine IP Rights.

9.2 The distribution and sale of the Vaccine doses by the Purchaser in the Territory shall be under Serum's Trade Mark(s) only. The Purchaser hereby agrees that the Trade Marks under which the Vaccine is sold in the Territory, are owned wholly and solely by Serum who shall continue to have all the rights, title, interest and claims for the Trade Marks during and after the term of this Agreement. The Purchaser shall extend all co-operation in securing and protecting Serum's Trade Marks.

9.3 All statutory and other proprietary right, title and interest (including rights to require information to be kept confidential) in respect of Know-How and other Confidential Information, including the rights to apply for such rights and all applications and registrations therefor, which pertain to the said Vaccine, including the Dossier, literature, technical data and information for the said Vaccine, vest exclusively with Serum.

9.4 The Purchaser agrees that Serum reserves the right to alter the Trade Marks under which the Vaccine may be sold in the Territory and the terms of this Agreement shall be read harmoniously to be made applicable to such changed description of the Vaccine.

9.5 Upon expiry or termination of this Agreement in accordance with Clause 12, the Trade Marks shall not be utilized by the Purchaser, whether directly or indirectly, for any purpose whatsoever.

10. Representation, Warranty and Covenant

10.1 Each Party hereby represents, warrants and covenants to the other Party/ies as of the Effective Date and the date of delivery/supply of each consignment of the said Vaccine, as follows:

10.1.1 it has the power and authority and the legal right to enter into this Agreement and to perform its obligations hereunder, and has taken all necessary action on its part required to authorise the execution and delivery of this Agreement;

10.1.2 this Agreement has been duly executed and delivered on behalf of such Party and constitutes a legal, valid and binding obligation of such Party and is enforceable against it in accordance with its terms;

10.1.3 the execution and delivery of this Agreement and the performance of such Party's obligations hereunder (i) do not conflict with or violate in any material way any requirement of Applicable Law, (ii) do not conflict with or violate any provision of the articles of incorporation, constitutional documents, bylaws, limited partnership agreement or any similar instrument of such Party (or such affiliates, as applicable), and (iii) do not conflict with, violate, or breach or constitute a default or require any consent under, any contractual obligation or court or administrative order by which such Party (or its affiliates) is bound;

10.1.4 all necessary consents, approvals and authorizations of all government entities and other third parties required to be obtained by such Party in connection with the execution and delivery of this Agreement and the performance of its obligations under this Agreement have been obtained (other than regulatory approvals which the Parties shall obtain in the course of performing their obligations hereunder); and

10.1.5 it shall comply, in all material respects, with Applicable Law relating to such Party's rights, duties, responsibilities and obligations set forth in this Agreement.

10.2 In addition to Clause 10.1, the Purchaser hereby represents, warrants and covenants:

10.2.1 to not to make any representation or give any warranty in respect of the said Vaccine other than those authorized in writing by Serum from time to time;

10.2.2 to conform to all requirements issued by Serum or the drug Regulatory Authority in the Territory;

10.2.3 that regardless of the Purchaser's change in the name or structure by virtue of merger with other department / ministries / statutory bodies in the Territory, the terms and conditions of this Agreement shall continue to remain binding on the Purchaser;

10.2.4 to not sell or have sold (whether directly or indirectly), the Vaccine outside the Territory, or in the Private Market of the Territory;

10.2.5 to not take any action that may adversely affect or impair the rights, title and interest of Serum in or to any of its proprietary and intellectual property rights in the said Vaccine, during the Term of this Agreement or at any time thereafter;

10.2.6 that it shall not have any recourse to Serum and shall not hold Serum responsible and liable in the event of any default in supply of the Vaccine doses, which default is the result of non-fulfilment of the Condition Precedent.

10.2.7 that the Purchaser shall be responsible for obtaining all Authorizations, permits, licenses and/or approval for the Vaccine from the relevant Regulatory Authority in and limited to the Territory for import into, distribution and use of the Vaccine, at its sole cost and expense;

10.2.8 that any constraint on the supply and delivery, of the agreed Total Doses of the Vaccine, for Serum, due to the Purchaser's delay in obtaining all Authorizations, permits, licenses and/or approval for the Vaccine from the relevant Regulatory Authority in the Territory for import into, distribution and use of the Vaccine shall not be construed as a breach of this Agreement from Serum;

10.2.9 that delay in shipment of the Total Doses due to stock unavailability will not be considered as breach of this Agreement from Serum.

10.2.10 that the Purchaser shall be solely responsible for the consignment of Vaccine doses once the same has been delivered by Serum at Tbilisi International Airport, Georgia per the agreed CIP (By Air) Incoterms 2020; and

10.2.11 that it shall not have any recourse to Serum and shall not hold Serum responsible and / or liable, for any action or inaction, once the consignment of Vaccine doses has been delivered by Serum at Tbilisi International Airport, Georgia per the agreed CIP (By Air) Incoterms 2020. The title and risks to the delivered consignment of Vaccine doses shall completely pass on to the Purchaser immediately upon delivery to

the Purchaser at Tbilisi International Airport, Georgia per the agreed CIP (By Air) Incoterms 2020.

10.3 In addition to Clause 10.1, Serum warrants represents and undertakes to the Purchaser that –

10.3.1 it shall comply with all Applicable Laws including the Good Manufacturing Practices that are applicable towards manufacture of the Vaccine doses and has obtained the Emergency Use Approval (EUA) from the Regulatory Authority in India.

11. Indemnification and Limitation of Liability

11.1 **Indemnification**. The Purchaser shall indemnify and hold harmless the Manufacturer, the Supplier, their Affiliates, sub-contractors, licensors, licensees and sub-licensees, and officers, directors, employees and other agents and representatives of each (collectively, the "**Indemnified Persons**") from and against any and all damages and liabilities, including settlements for which the Purchaser has given its consent pursuant to Clause 11.2, and reasonable legal and attorney costs relating to, resulting from or associated with: (i) the breach by the Purchaser of its representations, warranties, covenants, and obligations under this Agreement and (ii) any third party claim (a "**Third Party Claim**") for death, physical, mental, or emotional injury, illness, disability, or condition, fear of the foregoing, property loss or damage, and business interruption of the injured party of such injured person (together, "**Losses**") relating to or arising from the use or administration of the Vaccine, including any claim made by R-Pharm for commercialization, use, sale or distribution of the Vaccine in the Territory. Such indemnification will be available regardless of where the Vaccine is administered, where the claim is brought, and whether the claim of a defect originates from the distribution, administration and use, clinical testing or investigation, manufacture, labelling, formulation, packaging, donation, dispensing, prescribing or licensing of the Vaccine in the Territory. Such indemnification will not be available to Indemnified Persons to the extent such Losses are the result of such Indemnified Person's Willful Misconduct and there has been a final determination by a court of competent jurisdiction that a defect in the Vaccine has arisen from such Indemnified Person's failure to comply with current Good Manufacturing Practices. Indemnification under Clause 11.1 will be available for Losses arising from the use and administration of the Vaccine supplied under this Agreement, regardless of when or where vaccination occurred and regardless of when or where the injury leading to the Losses occurs or is reported.

11.2 **Process of Indemnification for Third Party Claims**.

11.2.1 The Indemnified Person shall give the Purchaser prompt notice of any Third Party Claim served upon the Indemnified Person, stating the nature and basis of such Third-Party Claim and the maximum estimated amount (in US Dollars) of such Third-Party Claim, to the extent known (which estimate may be updated from time to time). Notwithstanding the foregoing, no delay or deficiency on the part of the Indemnified Person in so notifying the Purchaser shall limit any right of any Indemnified Person to indemnification under this Section 11.2, except to the extent such failure materially prejudices the defense of such Third-Party Claim.

11.2.2 The Indemnified Person shall assume and control the defense of any Third Party Claim using legal counsel reasonably chosen by the Indemnified Person. Each of the Parties shall (i) use commercially reasonable efforts to mitigate the effects of the claim and (ii) fully cooperate with the Indemnified Person and its legal representatives in the investigation and defense of any matter which is the subject of indemnification, at the Purchaser's cost and expense. The Indemnified Person shall keep the Purchaser reasonably informed of the progress of the defense of the Third-Party Claim. The Purchaser shall pay the invoices of legal counsel and other expenses of the Indemnified Person arising from defending the Third Party Claim promptly upon presentment of an invoice and in any case within ninety (90) days of presentment thereof, and the Indemnified Person shall have the right to seek settlement or compromise of, and to so settle or compromise, the Third-Party Claim, provided that, the Indemnified Person provides prior written intimation to the Purchaser thereof.

11.3 **Limitation of Liability.**

11.3.1 **Release**. The Purchaser waives and releases any claim against Serum arising out of or relating to: (a) lack of safety or efficacy of the Vaccine, subject to compliance by Serum with applicable regulatory requirements in the Territory for a pandemic product, limited to manufacture of the Vaccine by the Manufacturer in accordance with Good Manufacturing Practices; (b) use or administration of the Vaccine under pandemic

conditions; (c) issues relating to storage or transport conditions including deep cold chain storage; (d) lack of proper aseptic technique or dosing at the point of administration of the Vaccine; or (e) delays in delivery of the Vaccine under this Agreement.

11.3.2 **Limitation of Liability for claims other than Third Party indemnification**. The aggregate liability of Serum and their Affiliates in respect of claims made by the Purchaser, or any Affiliates acting on the Purchaser's behalf (as distinguished from Third Party Claims for indemnification), whether for breach of contract, another contractual-based claim, arising in tort (including negligence) or otherwise, arising out of, under or in connection with this Agreement shall not exceed the amounts actually paid by the Purchaser to the Supplier under this Agreement.

11.3.3 **Disclaimer of Warranties**. The Parties acknowledge that they are not relying on any understanding, arrangement, statement, representation (including, any negligent misrepresentation but excluding any fraudulent misrepresentation), warranty, condition, term, customary practice, course of dealing or provision except for the warranties set out in this Agreement. All statements, representations, warranties, terms, conditions and provisions (including, any implied by statute or equivalent, case law or otherwise and any implied warranties and/or conditions as to merchantability, satisfactory quality, fitness for purpose and skill and care), other than fraudulent misrepresentations and the provisions set out in this Agreement, are hereby excluded to the maximum extent permissible by law.

12. Term and Termination

12.1 Subject to earlier termination in accordance with the provisions hereof or according to law, the term of this Agreement shall commence on the Effective Date and shall continue until the Total Doses are delivered to the Purchaser in accordance with Clause 3.1 hereinabove, or until the completion of twelve (12) months from the Effective Date, whichever is later (the "**Term**").

12.2 The Term may be extended in writing for such further time and on such terms as the Parties hereto may mutually agree upon by executing an addendum to that effect.

12.3 In the event the Purchaser committed any material breach of its obligations hereunder then-

12.3.1 the Manufacturer and/or the Supplier may terminate this Agreement if the Purchaser fails to remedy the same within a period of thirty (30) days upon receipt of a written notice from the Manufacturer/Supplier; or

12.3.2 The Manufacturer and/or the Supplier reserves full right to rescind this Agreement forthwith with no surviving obligations of refund of payments and/or supply of the Vaccine, in the event the Purchaser commits breach of the provisions of Clause 15.1.2.

12.4 The Manufacturer and/or the Supplier may terminate this Agreement by giving the Purchaser a prior written notice of thirty (30) days.

13. Consequences of Termination

13.1 Termination of this Agreement for the reasons set out above, shall not affect the obligations or liabilities of the Parties hereunder in respect of matters outstanding at the time of such termination.

13.2 In the event of termination or expiry of this Agreement for whatever reason:

13.2.1 From the Total Doses, in case, certain quantity of Vaccine doses remains non-supplied by the Supplier due to termination of this Agreement, then, Serum reserve all the rights to distribute and sell such quantity of non-supplied doses of the Vaccine in the Territory through any third-party distributor or contractor and nothing stated in this Agreement shall debar the Manufacturer / Supplier from supply and commercialization of such quantity of non-supplied doses of the Vaccine after termination of this Agreement.

13.2.2 Parties agree that this Agreement is for supply of the Vaccine up to the quantum of Total Doses only, and, unless expressly agreed to in writing by all Parties, nothing stated herein this Agreement shall mean or be interpreted as a binding obligation on the Manufacturer and Supplier to supply any additional doses of Vaccine as may be requested by the Purchaser on the same commercial terms and conditions as this Agreement.

13.2.3 The Purchaser undertakes to promptly return or transfer to Supplier all regulatory approvals, and related files and other correspondences related to the Vaccine which are held by or are under the control of the Purchaser, without any delay, demur or seeking compensation.

13.2.4 The Purchaser shall, in no event, be entitled to any compensation or damages or other payment whatsoever, whether in respect of goodwill or loss of profit. For avoidance of doubt, it is clarified that the Serum shall be entitled to damages for breach of any obligations, representations, warranties or covenants under this Agreement including other payments whatsoever as provided in this Agreement.

13.2.5 The Purchaser undertakes to return to the Disclosing Party, immediately, any and all Confidential Information, technical data and documentation whether soft or hard copy, received from the other, or at the option of the Disclosing Party, destroy all such Confidential Information, and provide the Disclosing Party of such certification through an independent auditor

14. Force Majeure

14.1 Each of the Parties hereto shall be excused from the performance of its obligations hereunder, in the event that such performance is prevented or delayed by Force Majeure, provided that each of the Parties shall use its best efforts to complete such performance by other means. The Party relying on a Force Majeure event shall promptly notify the other Party/ies accordingly together with such evidence of Force Majeure event as it can reasonably give and also specifying the period for which it is estimated that the preventions or delay will continue.

14.2 If the performance by Purchaser of any of its obligations under this Agreement is prevented or delayed by Force Majeure for one hundred and twenty (120) days or more, consecutively or cumulatively, during the Term or any extended term of this Agreement, then either Manufacturer or Supplier shall in its discretion have the right to terminate this Agreement forthwith upon written notice.

14.3 All Parties agree that if the Purchaser suffers from any Force Majeure Event and notifies Serum in accordance with Clause 14.1 above, due to which the supply of the Vaccine by Serum is prevented or delayed, then Serum shall

not be obligated to refund the equivalent advance payment for a consignment of Vaccine doses under a Purchase Order it has already manufactured for the Purchaser but which has not been supplied to the Purchaser.

15. Publicity and Publication

15.1 Publicity and Advertisement.

15.1.1 Nothing contained in this Agreement shall be construed as conferring upon the Purchaser any right to use in advertising, publicity or other promotional activities, any name, trade name, trademark, or other designation of Serum, including any contraction, abbreviation, or simulation of any of the foregoing.

15.1.2 The Purchaser shall not (i) issue any press / media release or make any public statement or use any designation of the Serum in any promotional activity, in regard to this Agreement without the prior written approval of the Serum; and (ii) publish or cause the publication of, whether directly / indirectly, and whether in press or electronic media or through any social media platforms, any adverse or negative publicity for Serum (as determined by Serum in its sole discretion).

15.1.3 Serum reserves the right to make any public, press or media announcements in relation to the Vaccine.

15.2 Publication.

15.2.1 Nothing stated in this Agreement shall mean or be interpreted as to prevent or hinder or obstruct Serum from publishing any data and information in relation to the said Vaccine.

15.2.2 The Purchaser agrees that any data or information directly governed by this Agreement, may be published by the Purchaser only after Serum has been provided a reasonable opportunity to access such data or information and given its written consent prior to the publication.

16. Assignment

The rights and obligations of the Purchaser under this Agreement shall not be assignable in whole or in part, without the prior written consent of the Serum.

However, Serum can assign its rights and obligations under this Agreement to any other Affiliates, and Serum will intimate the Purchaser thereafter.

17. Severability

Should any part or provision of this Agreement be held unenforceable or in conflict with the Applicable Laws or regulations of any applicable jurisdiction, the invalid or unenforceable part or provision shall, provided that it does not go against the essence of this Agreement, be replaced with a revision which accomplishes, to the extent possible, the original commercial purpose of such part or provision in a valid and enforceable manner, and the balance of this Agreement shall remain in full force and effect and binding upon the Parties hereto.

18. Entire Agreement and Amendment

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, arrangements, understandings, dealings or writings between the Parties hereto. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by an authorized officer of each Party. No modification to this Agreement shall be effected by the acknowledgment or acceptance of any purchase order or shipping instruction forms or similar documents containing terms or conditions at variance with or in addition to those set forth herein. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any purchase order or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

19. Waiver

No waiver of a breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

20. Governing Laws

The Parties agree to submit the terms of this Agreement and further agree that this Agreement shall be read, governed by and construed and have effect according to the laws of India without giving effect to the conflicts of laws provisions thereof. The Courts of Pune, Maharashtra, India shall have exclusive jurisdiction over any disputes arising out of or in connection with this Agreement.

21. Notices

Any notice or other written communication required or permitted to be made or given hereunder may be made or given by either Party by Email, first-class mail, postage prepaid, or by prepaid international air courier to the mailing address set as below:

(i) If to Manufacturer: **Serum Institute of India Private Limited**
Address: 212/2 Off Soli Poonawalla Road, Hadapsar
Pune – 411 028. India
Attn.: Mr. Ajay Kumar Jha
Email: ajay.jha@seruminstitute.com

(ii) If to Supplier: **Serum Life Sciences Limited**
Address: 12 New Fetter Lane, London, United Kingdom, EC4A 1JP
Attn.: Mr. Parag Deshmukh
Email: prd@silsuk.com

(iii) If to the Purchaser: **Ministry of Internally Displaced Persons from the Occupied Territories, Labour, Health and Social Affairs of Georgia,**
Address: 144 Tsereteli ave.
Tbilisi 0119 Georgia,
Attn.: Maia Nikoleishvili,
Head of International Relations and Protocol Division of the Ministry
Telephone: +995 577272713
Email: mnikoleishvili@moh.gov.ge;

or to such other addresses numbers as any Party shall designate by notice, similarly given, to the other Party/ies.

22. Miscellaneous

22.1 **Relationship between Parties**.

All Parties are independent contractors and are entering into this Agreement on a principal-principal basis. Nothing stated in this Agreement shall mean or be interpreted as a joint venture, employment, partnership or any other fiduciary relationship between the Parties.

22.2 **No License**.

Nothing stated in this Agreement shall mean or be construed as license or assignment or as a transfer of any right, title or interest of Serum in the said Vaccine in favour of the Purchaser.

22.3 **Survival Clause**

Provisions of Clauses 4.4, 5.7, 5.8, 6, 7, 8, 9, 10, 11, 13, 15, 16, 20, 21, 22.2, 22.3, and 23 shall survive termination or expiry of this Agreement.

23. Interpretation

23.1 reference to a Clause or Annexure is a reference to a clause of, or annexure to, this Agreement;

23.2 reference to the meanings of the defined terms are applicable to both the singular and the plural form thereof;

23.3 the Preamble and Annexure form part of this Agreement and shall be interpreted and construed as though they were set out in this Agreement;

23.4 the headings to the Clauses and Annexures are for convenience only and shall not affect the interpretation or construction of this Agreement;

23.5 "this Agreement" means this Vaccine Purchase Agreement executed between the Purchaser, the Manufacturer, and the Supplier including the annexures forming an integral part of this Agreement.

23.6 Each of the Parties hereto this Agreement has participated in the drafting and negotiation of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if it is drafted by all the Parties hereto, and no presumption or burden of proof shall arise favouring or disfavouring any Party hereto by virtue of any authorship of any of the provisions contained in this Agreement.

23.7 This Agreement shall be prepared and executed in English and shall not be translated in any other language without the prior written approval of Serum. In the event this Agreement is translated into a language other than English for any purpose, the English version of this Agreement shall in all events prevail and be paramount in the event of any differences, questions or disputes concerning

the meaning, form, validity, or interpretation of this Agreement and any other translated version of this Agreement shall be deemed to be automatically amended to be consistent with the English version of this Agreement.

24. Counterparts

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

25. General

The Parties agree that the contents of this Agreement and all responsibilities and obligations by the Manufacturer and the Supplier shall be subject to all permissions, approvals, and sanctions from the Government of India including more specifically but not restricted to permission to export / export license from the Government of India.

----------Signature Page Follows----------

IN WITNESS WHEREOF, all Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates specified below:

SIGNED AND DELIVERED **For and on behalf of the** **MINISTRY OF INTERNALLY DISPLACED PERSONS FROM THE OCCUPIED TERRITORIES, LABOUR, HEALTH AND SOCIAL AFFAIRS OF GEORGIA** Signature: Name: Mr. Giorgi Tsotskolauri Designation: Deputy Minister of Internally Displaced Persons From The Occupied Territories, Labour, Health And Social Affairs of Georgia Date: Witness Signature: Name:	SIGNED AND DELIVERED **For and on behalf of the** **SERUM INSTITUTE OF INDIA PVT. LTD.** Signature: Name: Mr. Ajay Kumar Jha Designation: AGM- International Business Date: Witness Signature: Name:
SIGNED AND DELIVERED **For and on behalf of the** **SERUM LIFE SCIENCES LIMITED** Signature: Name: Mr. Parag Deshmukh Designation: Director – International Business Global Date: Witness Signature: Name:	

ANNEXURE A

SPECIFICATIONS

PRODUCT	SPECIFICATIONS	DESCRIPTION
ChAdOx1 nCoV-19 Corona Virus Vaccine (Recombinant) COVISHIELD (also known as SARS-CoV-2 AZD1222, Oxford/ AstraZeneca Vaccine) (5ml Vial, 10 Doses per Vial, Storage at 2 to 8 deg C.)	ChAdOx1 nCoV-19 Corona Virus Vaccine (Recombinant) COVISHIELD 0.5ml 1dose The COVISHIELD is presented in formulation buffer (10 mM L-Histidine and L-Histidine HCl, 7.5% (w/v) Sucrose, 35 mM Sodium Chloride, 1 mM, Magnesium Chloride, 0.1 % (w/v) Polysorbate 80, 0.1 mM, Disodium Edetate (EDTA), 0.5% (v/v) Ethanol, pH 6.1 to 7.1 in Water for Injection).	Supplied in 5ml, 10 dose vial with VVM; 10 doses per vial 50 vials in a carton box (2 to 8 deg C Storage Condition)

ANNEXURE B

SCHEDULE OF PAYMENT AND SUPPLY OF VACCINE

Supply of One Hundred Fifty Thousand (150,000) doses of ChAdOx1 nCoV-19 Corona Virus Vaccine (Recombinant) COVISHIELD – Total Doses

Base Price: **USD 5.25 (Five U.S. Dollars and Twenty-Five Cents)** per dose exclusive of any freight and insurance costs.

Purchase Price: **USD 5.40 (Five U.S. Dollars Forty Cents)** per dose on CIP (by Air) Tbilisi International Airport, Georgia inclusive of freight and insurance.

Total Purchase Price: for **One Hundred Fifty Thousand (150,000) Vaccine doses** is **USD 810,000 (Eight Hundred Ten Thousand U.S. Dollars).**

Supply Terms: **One Hundred Fifty Thousand (150,000)** Vaccine Doses to be supplied in such shipment tranches per the schedule below table-

Lots in Doses	**Supply Date**	**Tranche (Payment) in USD**	**Payment Date**
150,000 Vaccine doses in One Lot	Not later than March 31, 2021, subject to • Execution of this Agreement; • Execution of Safety Data Exchange Agreement/Pharmacovigilance Agreement, • Receipt of the Authorizations from the Regulatory Authority in the Territory • Receipt by Serum, of Authorisations from the Regulatory Authority / Government Authority with respect to exports permissions and / or any other requirements or approvals in India; • availability of stock for supply and • 100% advance payment on execution of this Agreement.	Single payment of USD 810,000 (Eight Hundred Ten Thousand U.S. Dollars)	Immediately upon execution of this Agreement.

Parties further agree and accept that –

a) Delay in shipment due to the uncertainties on stock availability will not be considered as breach of this Agreement from Serum.
b) Delay in shipment due to the delay in receipt of the Authorizations from the Regulatory Authority in the Territory or due to the delay in receipt of Authorisations from the Regulatory Authority / Government Authority with respect to exports permissions and / or any other requirements or approvals in India should not be considered as a breach of this Agreement by Serum and will determine a possible extension of timeline for supply.
c) The consignment of Vaccine doses shall be supplied by the Supplier, per the agreed timelines herein mentioned, to the Tbilisi International Airport, Georgia on agreed CIP (by Air) Incoterms after the receipt of the Authorizations from the Regulatory Authority in the Territory, receipt of Authorisations from the Regulatory Authority / Government Authority with respect to exports permissions and / or any other requirements or approvals in India, and 100% advance payment per the agreed timeline.
d) In the event, further Vaccine doses are required by the Purchaser, then the Parties may execute additional Purchase Orders, on mutually agreeable terms, and annex the same hereto this Agreement.