Confidential

Execution Version

DATED 28 March 2021

JANSSEN PHARMACEUTICA NV

-and-

THE AFRICAN VACCINE ACQUISITION TRUST

-and-

THE AFRICAN EXPORT-IMPORT BANK

ADVANCE PURCHASE AGREEMENT

FOR SARS-CoV-2/COVID-19 VACCINE

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THIS AGREEMENT is made as of 28 March 2021 ("**Effective Date**")

BETWEEN

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

2. **THE AFRICAN VACCINE ACQUISITION TRUST**, established under the Mauritius Trust Act 2001 with registered office at 7th Floor, Happy World House, 37 Sir William Newton Street, Port-Louis 11328 ("**AVAT**");

3. **AFRICAN EXPORT-IMPORT BANK** whose headquarters is at 72(B) El Maahad El Eshteraky Street, Heliopolis, Cariro 11341, Egypt (the "**Guarantor**"); and

4. each Participating Member State (with effect from its relevant Accession Date);

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

WHEREAS:

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

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

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

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

E. On 27 February 2021, the U.S. Food and Drug Administration issued an emergency use authorization (EUA) for the Vaccine Candidate for the prevention of coronavirus disease 2019 (COVID-19) caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). On 11 March 2021, the European Medicines Agency recommended the Vaccine Candidate for authorisation in the European Union, and the African Regulatory Task Force endorsed the Emergency Use Authorization for the Vaccine Candidate (the "**Africa CDC Approval**"). On 12 March 2021, the WHO added the Vaccine Candidate to the list of safe and effective emergency tools against COVID-19. Janssen is in discussion with other regulatory authorities around the world, on the timing for and manner in which Janssen could receive appropriate marketing approvals for the Vaccine Candidate.

F. The COVID-19 African Vaccine Acquisition Task Team ("**AVATT**") was created by President Cyril Ramaphosa, Chairperson of the African Union ("**AU**") and President of the Republic of South Africa, in November 2020 and mandated to secure the necessary vaccines and blended financing resources for achieving Africa's COVID-19 vaccination strategy which targets vaccinating a minimum of 60 per cent of Africa's population.

G. The AVATT Advance Procurement Commitment Facility, a mechanism structured by AVATT in collaboration with the Guarantor, aims at ensuring Africa's access to the COVID-19 vaccines, by providing assurance for payment to identified vaccine manufacturers that have vaccine orders placed through the African Medical Supplies Platform ("**AMSP**");

H. AVATT has also established AVAT for the purposes of developing, along with Guarantor, a contractual framework for the procurement of the necessary COVID-19 vaccines (the "**APC Framework**") and acting as a centralised purchasing agent by and on behalf of the member states of the African Union. AVAT is mandated to secure the necessary vaccines for achieving Africa's COVID-19 vaccination strategy referred to in Recital F;

I. AVAT, on behalf of the AU and the Member States, and Janssen entered into a non-binding term sheet in March 2021, setting forth the general terms and conditions based upon which the Parties would attempt to negotiate towards entering into this definitive Agreement (the "**Term Sheet**").

J. AVAT (whether through the Africa Centres for Disease Control and Prevention ("**Africa CDC**" or otherwise) is in the process of establishing a supranational no fault compensation system for Member States that will satisfy the minimum requirements set out in **Exhibit C** (such system the "**NFCS**"). If a Member State elects to not participate in the NFCS, then such Member State has adopted or enacted or will adopt or enact prior to becoming eligible for delivery of the Vaccine Candidate a no fault compensation system that complies with the minimum requirements set forth in **Exhibit C** of this Agreement.

K. AVAT by on and on behalf of the Member States who accede to this Agreement in accordance with its terms and conditions now wishes to enter into this Agreement to secure, in advance, the availability of the Vaccine Volume (as defined below) in accordance with the terms and conditions as set out in this Agreement. This Agreement shall apply to the Vaccine Volume only. It shall not, unless otherwise agreed between the Parties, apply to any purchase of any Additional Doses (as defined below) in excess of the Vaccine Volume or for use other than for the Purpose (as defined below), irrespective of the number of individuals who will ultimately be protected with the Vaccine Volume.

L. AVAT and the Participating Member States have appointed UNICEF, THE UNITED NATIONS CHILDREN'S FUND, an international inter-governmental organization established by the General Assembly of the United Nations by resolution No. 57(I) of 11 December 1946 as a subsidiary organ of the United Nations, ("**UNICEF**"), through a Memorandum of Understanding, as their procurement agency in connection with the procurement and delivery of the Vaccine Candidate and wish for UNICEF to perform certain services for AVAT and the Participating Member States in connection with this Agreement.

M. As part of its efforts to scale up manufacture of the COVID Vaccine, Janssen has established manufacturing capacity in the Territory and during the Term may further expand capacity in the Territory. The African Union recognizes Janssen's integrated global supply chain and the requirement to quality release Vaccine Doses manufactured in the Territory outside the

Territory. The African Union has requested that the majority of the Vaccine Doses that are manufactured in the Territory be made available to Member States of the African Union and Janssen acknowledges the importance of African doses being made available to Africans.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

"**Accession Date**" means, with respect to a Participating Member State, the date on which such Participating Member State duly executes and delivers to Janssen a Deed of Adherence;

"**Additional Doses**" has the meaning given to it in clause 4.2.1;

"**Additional Doses Agreement**" has the meaning given to it in clause 4.2.1;

"**Adjusted Price**" has the meaning given to it in clause 5.2;

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

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

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

"**Africa CDC Approval**" has the meaning given in Recital E;

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

"**Allocated**" means, with respect to a Participating Member State, the number of AU Vaccine Doses allocated to such Participating Member State in the AU Allocation and the term "**Allocation**" shall be construed accordingly;

"**AMC Member State**" means a Participating Member State identified as being eligible for GAVI's Advance Market Commitment in **Exhibit A**;

"**Arbitration Rules**" has the meaning given to it in clause 26.2.1;

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

"**AU Vaccine Doses**" means all Vaccine Doses comprising the Vaccine Volume or any quantity of Vaccine Doses thereof (as applicable);

"**AU Allocation**" means the Initial AU Allocation as may be amended from time to time in accordance with clause 9.2.

"**Business Day**" means any day other than a Saturday, Sunday or official public holiday in the Territory;

"**CDA**" means the confidential disclosure agreement dated 22 January 2021 between the Guarantor on behalf of AVATT and Janssen Vaccines & Prevention B.V. as amended;

"**Confidential Information**" means any and all information, data, documents and materials (in any form and including all copies), regardless of the form or means of communication and whether such information is labelled or otherwise identified as confidential, including customer, product, business, commercial, financial, technical, purchasing, specifications, know-how and other information (including analyses, compilations, studies, reports, interpretations, projections, forecasts and records), disclosed by one Party (or its Affiliates) to another Party (or its Affiliates) before, on or after the Effective Date. For the purpose of this Agreement, Janssen's Confidential Information shall be deemed to include this Agreement as well as any information provided by or on behalf of Janssen or its Affiliates to AVAT, Guarantor, UNICEF or any Participating Member State (or any ministry or other agency thereof) under or in connection with this Agreement, including such information that was disclosed in connection with the Term Sheet or pursuant to the CDA, and all information that is disclosed in connection with the Vaccine Candidate or the COVID Vaccine;

"**Cold Chain**" means, in relation to Vaccine Volume, temperature-controlled storage and transport conditions in accordance with the Specifications as established in the applicable Regulatory Approval;

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

"**Deed of Adherence**" means the deed of adherence to be entered into by each Member State prior to deployment of any AU Vaccine Doses in such Member State substantially in the form set forth in **Exhibit H**;

"Delivery" means, in respect of any quantity of Vaccine Volume the delivery of that quantity of AU Vaccine Doses by Janssen to the relevant Participating Member State (or its designee) at the Delivery Address in accordance with the requirements of clause 10 and the terms "**Deliver**" and "**Delivered**" (or any similar construct) shall be construed accordingly;

"Delivery Address" means Janssen's warehouse (or a Third Party's warehouse acting on Janssen's behalf) at or close to Brussels airport;

"**Delivery Requirements**" means delivery requirements set out in **Exhibit I**;

"**Dispute**" has the meaning given to it in clause 26.2.1;

"**Down Payment**" has the meaning given to it in clause 12.1;

"**Effective Date**" means the date mentioned at the beginning of this Agreement;

"**Final Availability Schedule**" has the meaning given to it in clause 10.2.3;

"**Force Majeure Event**" has the meaning given to it in clause 23;

"**Further Vaccine Volume**" means a volume of one hundred and eighty five million (185,000,000) Vaccine Doses.

"**Genetically Modified Organisms**" has the meaning ascribed to such term in the GMO Act or equivalent Law in the applicable Participating Member State;

"**Global Not-for-Profit Framework**" has the meaning given to it in clause 5.2;

"**GMO Act**" means in the Republic of South Africa, the Genetically Modified Organisms Act, 15 of 1997;

"**cGMP**" or "**current Good Manufacturing Practices**" means the current good manufacturing practices required by the standards, rules, principles and guidelines promulgated by (i) EU Directive 2001/83/EC (as amended by Directive 2004/27/EC), EU Directive 2003/94/EC and EudraLex - Volume 4 of the Rules Governing Medicinal Products in the EU entitled "EU Guidelines to Good Manufacturing Practice Medicinal Products for Human and Veterinary Use", (ii) the Food and Drug Administration under the United States Federal Food, Drug and Cosmetic Act, 21 C.F.R. § 210 et seq. or under the Public Health Service Act, Biological Products, 21 C.F.R. §§600-610) and (iii) WHO TRS 999 and TRS 961, relating to manufacturing practices for pharmaceutical products (including ingredients, testing, storage, handling, ingredients, seed lots, cell banks and intermediates, bulk and finished products), in each case as applicable to and at the time of manufacture of the COVID Vaccine;

"**Good Distribution Practices**" or "**GDP**" means current good distribution practices for medicinal products, as set forth in (i) the EU Guidelines on Good Distribution Practice of Medicinal Products for Human Use (2013/C 343/01), and (ii) WHO TRS 957, Annex 5, WHO Good Distribution Practices for Pharmaceutical Products, in each case as applicable to and at the time of distribution of the COVID Vaccine;

"**Government**" means, with respect to a Member State, the national government of such Member State in its entirety;

"**Guaranteed Obligations**" has the meaning given to it in clause 22.1;

"**Initial AU Allocation**" means the initial allocation of AU Vaccine Doses amongst Member States as set forth in **Exhibit J**;

"**Initial Price**" has the meaning given to it in clause 5.1;

"**Initial Vaccine Volume**" means a volume of 35,000,000 (thirty five million) Vaccine Doses;

"**Initial Vaccine Volume Final Availability Schedule**" has the meaning given to it in clause 10.2.1;

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

"**Janssen Material Breach**" means a failure by Janssen to make Available any AU Vaccine Doses by the date which falls nine (9) months after the date set out for Availability of such AU Vaccine Doses in the Final Availability Schedule, despite all conditions set out in clauses 6.2 and 6.3 being satisfied;

"**Losses**" means any and all (i) losses, claims (including claims for personal injury or death), actions, liabilities, damages, judgments and awards, (ii) costs and expenses pertaining to or resulting from the defense, resolution (including settlement) or processing of any such losses, claims, actions, liabilities, damages, judgments or awards (including attorneys' and other professional advisors' fees and expenses (including taxation)), and (iii) procedural costs (including penalties, interest, fines and taxes on court ordered payments);

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

"**Local Regulatory Approval**" means, with respect to a Participating Member State, the regulatory approval (emergency use or otherwise) granted or issued by a Regulatory Authority in such Participating Member State and required for the legal marketing, importation,

distribution, sale, administration and use of the Vaccine Candidate in such Participating Member State but excluding the WHO Approval, the Africa CDC Approval or any approval granted or issued by such Regulatory Authority on grant or issue of the WHO Approval or Africa CDC Approval without any further submission or application by Janssen;

"**Material Breach**" means, (i) in the case of Janssen, a Janssen Material Breach or, (ii) in the case of AVAT or a Participating Member State, any material breach by such Party of this Agreement (including, subject to clause 12.5, any breach by AVAT of its payment obligations under clause 12;

"**Member State**" means a member state of the Africa Union listed in **Exhibit A**;

"**NFCS**" has the meaning given to in in Recital J;

"**No Fault Compensation System**" means a no fault compensation system (including the NFCS) satisfying the minimum requirements set out in **Exhibit C** that provides, amongst other matters, compensation to individuals who have been vaccinated with the COVID Vaccine or Vaccine Candidate and who suffer serious physical injury or death caused by the COVID Vaccine or Vaccine Candidate, without the need to demonstrate a defect in the COVID Vaccine or Vaccine Candidate or any fault by a person;

"**Nonconforming COVID Vaccine**" has the meaning given to it in **Exhibit D**;

"**Operational Discussion Platform**" has the meaning given to it in clause 16.1;

"**Other Member State**" means a Participating Member State that is not an AMC Member State;

"**Participating Member State**" means a Member State that has duly executed and delivered a Deed of Adherence to Janssen;

"**Price**" means (i) with respect to the Initial Vaccine Volume, the Initial Price or the Adjusted Price, as applicable, and (ii) with respect to all other AU Vaccine Doses, an amount equal to the Adjusted Price as set forth in clause 5.3;

"**Price Balance**" has the meaning given to it in clause 12.2;

"**Product Warranty**" means the warranty given by Janssen to each Participating Member State under clause 10.7.1;

"**Purchase Order**" has the meaning given to it in clause 9.1;

"**Purpose**" means use of the Vaccine Volume, directly by a Participating Member State or indirectly by a Third Party engaged by such Participating Member State, in the applicable Participating Member State (and only in such Participating Member State) to vaccinate

individuals in the Territory against SARS-CoV-2/COVID-19 prior to its applicable Vaccine Expiry Date;

"**Regulatory Approval**" means any approval (emergency use or otherwise) granted or issued by a Regulatory Authority and required for the legal marketing, importation, distribution, sale, administration and use of the Vaccine Candidate in any jurisdiction including the WHO Approval and CDC Approval;

"**Regulatory Authority**" means any governmental authority exercising any executive, legislative, regulatory or administrative functions of government, whether local or national, that is concerned with the safety, efficacy, reliability, manufacture, investigation, approval, sale or marketing of vaccines;

"**Relevant Allocation**" has the meaning given to it in clause 6.3;

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

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

"**Term Sheet**" has the meaning given to it in Recital I;

"**Territory**" means territories of the Participating Member States;

"**Third Party**" means any person (including UNICEF) other than AVAT, the Participating Member States, the Guarantor and Janssen, or Janssen's Affiliates;

"**USD**" means United States Dollars, the legal currency of the United States of America;

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

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

"**Vaccine Dose**" means, with respect to the COVID Vaccine, one single injection of up to 1x1011 viral particles (one dose);

"**Vaccine Volume**" means the Initial Vaccine Volume and the Further Vaccine Volume;

"**WHO Approval**" means approval of the Vaccine Candidate by the WHO through either (i) WHO Emergency Use Listing, or (ii) WHO Prequalification;

"**WHO Emergency Use Listing**" means the risk-based procedure developed by the WHO for assessing and listing candidate vaccines for use during public health emergencies;

"**WHO Prequalification**" means the listing of the COVID Vaccine on the list of prequalified medicines maintained by the WHO; and

"**Wilful Default**" means a deliberate act or omission by a Party which results in a breach of this Agreement and where (i) at the time of that act or omission that Party knew that material loss or harm would arise directly from its acts or omissions; (ii) such act or omission was taken with the primary intent of causing such loss or harm and achieving a wrongful purpose, and (iii) such act or omission was taken without legal or factual justification (it being agreed and acknowledged by the Parties, however, that any action consistent with rules or guidance set out by the WHO, Participating Member State or any other government (be it state, provincial, municipal, local or regional) in the Territory, or any public agency, body or other public or regulatory authority in the Territory (including any Regulatory Authority), and any action, test or results disclosed to a regulatory authority as a part of receiving regulatory approval for the Vaccine Candidate in the Territory shall not be considered to be Wilful Default).

1.2 **Interpretation**

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

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

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

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

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

(ii) be construed as a reference to such Law as amended, re-enacted, consolidated, supplemented, replaced or renumbered (or as its application or interpretation is changed or affected by other Laws) from time to time and as was, is, or will be (as the case may be) applicable at the time in question except that as amongst the Parties, no such amendment or modification shall apply for the purposes of this Agreement to the extent that it would impose any new or extended liability, obligation or restriction on, or otherwise adversely affect the rights of, any Party;

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

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

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

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

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

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

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

(i) the words "**intends to**" shall be construed as a right to do something (and shall not impose an obligation on a Party); and

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

2. UNICEF

2.1 The Parties acknowledge and agree that AVAT and each Participating Member State may appoint UNICEF to perform certain of its obligations and exercise certain of its rights under this Agreement , including in respect of:

(a) ordering the Vaccine Volume through Purchase Orders in accordance with clause 9;

(b) making payment of the Price Balance for the Vaccine Volume in accordance with clause 12;

(c) arranging for Delivery of the Vaccine Volume in accordance with clause 10;

(d) engaging with Janssen in connection with certain operational matters regarding the implementation of this Agreement in accordance with clause 16; and

(e) other activities to be performed by AVAT or such Participating Member State in connection with this Agreement that such Party determines requires UNICEF's engagement from time to time;

provided that AVAT or the relevant Participating Member State (as applicable) remain bound by its contractual obligations and responsible for the implementation of this Agreement including any act or omission by UNICEF (and Janssen agrees that UNICEF assumes no direct responsibility or liability to Janssen under this Agreement in respect of such performance). AVAT and each Participating Member State agree that Janssen shall be entitled to assume that UNICEF is authorised to act on behalf of AVAT and each Participating Member State in connection with this Agreement and shall have no liability to AVAT or any

Participating Member State in connection with any rights or obligations under this Agreement to the extent such right is exercised by UNICEF or such obligation is performed by Janssen for the benefit of or in accordance with instructions from, UNICEF.

2.2 Nothing in this Agreement or in connection with this Agreement, including clause 26.3, shall be deemed as a waiver, express or implied, of any of the privileges and immunities of UNICEF that UNICEF enjoys pursuant to the Convention on the Privileges and Immunities of the United Nations, 1946, and other relevant provisions of international and relevant national law.

3. PARTICIPATING MEMBER STATES

3.1 The Parties acknowledge and agree that the Vaccine Volumes to be delivered under this Agreement shall be provided to Participating Member States in accordance with the AU Allocation and subject to and on the terms and conditions of this Agreement, provided that for clarity no Member State shall be entitled to any AU Vaccine Doses unless such Member State accedes to this Agreement in respect of its receipt and use of AU Vaccine Doses by executing and delivering a Deed of Adherence.

3.2 On receipt of an original of the Deed of the Adherence duly executed by an individual with the requisite power and authority and the legal right to execute such Deed of Adherence on behalf of a Participating Member State, binding such Participating Member State to the terms and conditions of this Agreement, Janssen acknowledges and consents to such Participating Member State acceding to this Agreement.

3.3 With effect from the Accession Date applicable to the relevant acceding Participating Member State:

(a) such Participating Member State hereby agrees to accede to the provisions of this Agreement and subject to its adherence to the terms and conditions of this Agreement shall have the rights and obligations set out in respect of a 'Participating Member State' hereunder; and

(b) each of the other Parties hereby agrees to grant the rights, and perform its respective obligations, to such Participating Member State in each case with respect to a 'Participating Member State' hereunder,

in each case ((a) and (b)) solely in respect of the AU Vaccine Doses Allocated, or re-sold, donated or otherwise distributed pursuant to clause 11.5(b), to such Participating Member State.

3.4 Janssen acknowledges AVAT's desire to allow for the provision of AU Vaccine Doses by Janssen to member states of the Caribbean Community (CARICOM) under this Agreement and accordingly for such member states to be included as Participating Member States. Janssen and AVAT shall establish a task force to consider whether and if so how this could be implemented.

4. PURCHASE COMMITMENTS

4.1 Firm Commitment

In consideration of Janssen's obligations under this Agreement, AVAT shall advance purchase and pay for the Vaccine Volume in accordance with clause 12.

4.2 **Further Purchases in 2022**

4.2.1 AVAT may, on giving written notice to Janssen by 30 September 2021, request to advance purchase an additional volume of up to one hundred and eighty million (180,000,000) Vaccine Doses in excess of the Vaccine Volume and Further Vaccine Volume for delivery in 2022 (commencing no earlier than July 1, 2022) (the "**Additional Doses**"). Within sixty (60) days of Janssen's receipt of such request, AVAT and Janssen shall initiate discussions regarding such request and the terms and conditions of a potential separate advance purchase agreement between AVAT and Janssen or its Affiliates in respect of the Additional Doses, in accordance with clause 4.2.2 (the "**Additional Doses Agreement**").

4.2.2 Any orders for the Additional Doses, to the extent agreed by Janssen in its sole and absolute discretion, shall be subject to the execution of separate advance purchase agreements and the terms and conditions set forth therein. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree that, if they agree to enter into such Additional Doses Agreement, the terms and conditions of such agreement are expected to be substantially similar to the terms and conditions of this Agreement (with pricing as set out in clause 5.7), subject to required amendments in relation to timing for payment and delivery of the Additional Doses, and such other amendments as AVAT and Janssen may agree.

4.2.3 The Additional Doses, if agreed to be made available by Janssen, shall be made available on the terms and conditions set out in the applicable advance purchase agreement on a tentative availability schedule to be determined by Janssen in due course based on the then available Janssen production capacity which will not have been allocated to other customers (and AVAT acknowledges that Janssen is currently limited by its expected production volume and existing contractual commitments, and that any such schedule will be dependent on manufacturing results, Janssen identifying additional sources of supply and/or the renegotiation of existing contractual commitments to allow for the reallocation of doses of its COVID Vaccine). For clarity, the terms and conditions of this Agreement apply to the Vaccine Volume only and, shall not apply to any purchase of Additional Doses.

5. PRICE

5.1 The price per single AU Vaccine Dose of the Initial Vaccine Volume purchased hereunder shall be ten United States Dollars (USD 10) for the Vaccine Volume ("**Initial Price**").

5.2 The Parties acknowledge that Janssen is developing a framework for determining the global price for its Vaccine Dose, to strengthen its commitment to making its initial production allocation of the Vaccine Candidate and COVID Vaccine in 2021 available on a not-for-profit basis during the emergency pandemic response period. This framework will be subject to a review process by a third party audit firm (such framework, the "**Global Not-for-Profit Framework**"). Janssen shall review the Initial Price in light of the Global Not-for-Profit Framework, and to the extent Janssen determines, acting in good faith, that the Initial Price is higher than the global price for the Vaccine Dose calculated in accordance with its Global Not-for-Profit Framework, Janssen shall notify AVAT in writing thereof and the Initial Price shall then be adjusted downwards in accordance with the Global Not-for-Profit Framework

(the "**Adjusted Price**"). To the extent AVAT has already paid the Initial Price for (any quantity of) the Initial Vaccine Volume, Janssen shall (directly or indirectly through one of its Affiliates) refund the difference between the Initial Price paid and the Adjusted Price to AVAT for such Initial Vaccine Volume as soon as reasonably practicable.

5.3 AVAT and each Participating Member State acknowledges and agree that the Global Not-For-Profit Framework only applies to the Initial Vaccine Volume whenever Delivered. The Price of the remainder of the AU Vaccine Doses shall be equal to the Adjusted Price.

5.4 The Parties agree that the Global Not-for-Profit Framework shall remain confidential and that Janssen is under no obligation to disclose to AVAT, UNICEF or any Participating Member State the Global Not-for-Profit Framework, and nothing in this Agreement shall permit AVAT, UNICEF or any Participating Member State to assess, audit, analyse, question, or otherwise have access to or evaluate, the Global Not-for-Profit Framework.

5.5 AVAT and each Participating Member State acknowledges that Janssen is willing to sell the Vaccine Volume at the Price in reliance on AVAT's, and each Participating Member State's agreement that the Vaccine Volume shall be used solely for the Purpose.

5.6 The Price shall be exclusive of any and all costs, duties, fees or other compensation in relation to the allocation, maintenance, distribution, storage, transport, administration and management of the Vaccine Volume following Delivery, and, for clarity, of VAT and other taxes (as further set out in clause 12.8). AVAT or the relevant Participating Member State shall be solely responsible for any and all costs in relation to the allocation, maintenance, distribution, storage, transport, administration, and management of the Vaccine Volume, including follow-on-care, following Delivery and for payment of VAT and other taxes.

5.7 AVAT and each Participating Member State acknowledges that the price payable for COVID Vaccine that is for use other than for the Purpose, may be higher than the Price and that Janssen may transition to a commercial pricing framework for any COVID Vaccines, including any Additional Doses, after Janssen's initial production of the Vaccine Candidate in 2021, but, for clarity, the Parties acknowledge and agree that this transition to commercial pricing shall not apply to the Vaccine Volume.

6. DELIVERY CONDITIONS

6.1 AVAT and each Participating Member State agrees that AU Vaccine Doses will only be allocated to or deployed in a Member State if that Member State is a Participating Member State and that a condition of allocation of AU Vaccine Doses to a Member State is that such Member State is a Participating Member State and that the No Fault Compensation System applicable to such Member State remains in full force and effect.

6.2 Janssen's Availability and Delivery obligations in respect of AU Vaccine Doses under this Agreement shall be subject to and conditional upon the satisfaction of the following cumulative conditions:

(a) Janssen having scaled up and expanded its manufacturing capacity of the COVID Vaccine, so that it is able to produce and make Available the Vaccine Volume, it being understood that (i) Janssen relies also on third party CMOs to achieve such

effect, (ii) Janssen shall use commercially reasonable efforts to scale up and expand its manufacturing processes, and (iii) as at the Effective Date, Janssen has not yet scaled up and expanded its manufacturing processes at anticipated mass scale; and

(b) Janssen being able to lawfully export (finished or unfinished portions of) the Vaccine Volume from the applicable country or countries of production to the Delivery Address and without prejudice to clause 8.4, to import the Vaccine Volume into Belgium; and

(c) AVAT having paid the Down Payment in accordance with clause 12.1 and having paid the applicable Price Balance in accordance with clause 12.5 (or such amount has been paid by the Guarantor in accordance with clause 22).

6.3 Without prejudice to clause 6.2, Janssen's Availability and Delivery obligations under this Agreement with respect to a particular Participating Member State shall be limited to the AU Vaccine Doses Allocated to such Participating Member State (the "**Relevant Allocation**") and, with respect to the Relevant Allocation for such Participating Member State, shall be subject to and conditional upon satisfaction of the following cumulative conditions with respect to such Participating Member State:

(a) the Government of such Participating Member State having agreed to adhere to the terms and conditions of this Agreement by duly executing a Deed of Adherence in accordance with clause 3 and providing an original executed version of such Deed of Adherence to Janssen. For clarity, on such execution, such Participating Member State shall be a Party to this Agreement;

(b) if required to market the COVID Vaccine in such Participating Member State, the Regulatory Authority of such Participating Member State having granted or issued Regulatory Approval and such Regulatory Approval not having been subsequently withdrawn, suspended or discontinued;

(c) to the extent applicable, Janssen being able to lawfully export (finished or unfinished portions of) the Vaccine Volume from the applicable country or countries of production, and/or the Delivery Address to the ultimate destination of the AU Vaccine Doses;

(d) such Participating Member State being able to lawfully export (finished or unfinished portions of) the Relevant Allocation from the applicable country or countries of production and import the Relevant Allocation into the Participating Member State;

(e) to the extent that the COVID Vaccine is regulated as a Genetically Modified Organism in such Participating Member State, the COVID Vaccine being exempted from, or permitted under, the applicable Law;

(f) a No Fault Compensation System having been adopted in or for or otherwise covering the COVID Vaccine in such Participating Member State, and such No Fault Compensation System (i) remaining in full force and effect, and (ii) being enforced and continuing to provide compensation to individuals who have been vaccinated with the COVID Vaccine or Vaccine Candidate and who suffer serious physical injury or death caused by the COVID Vaccine or Vaccine Candidate,

without the need to demonstrate a defect in the COVID Vaccine or Vaccine Candidate or any fault by a person;

(g) the Relevant Allocation and the relevant Purchase Order satisfying the Delivery Requirements;

(h) such Participating Member State having the processes and procedures that are necessary to ensure that the allocation, maintenance, distribution, storage, transport, administration and management of Vaccine Doses along with any related follow on care, are in accordance with cGDP, applicable Specifications, Janssen's reasonable instructions for storage and distribution (including Cold Chain requirements and with respect to thawing), and applicable Law; and

(i) such Participating Member State having complied with all of its other obligations under this Agreement to be satisfied: (i) prior to Delivery of any AU Vaccine Doses; or (ii) with respect to such AU Vaccine Doses already Delivered, after Delivery (including obligations to use AU Vaccine Doses solely for the Purpose).

6.4 AVAT and the Participating Member States shall not deploy any AU Vaccine Doses in any Member State: (i) that is not a Participating Member State, and (ii) unless and until all the conditions under clause 6.3 are satisfied in respect of such Participating Member State, and Janssen reserves the right not to make Available or Deliver any AU Vaccine Doses allocated to a Member State until such conditions ((i) and (ii)) are satisfied in respect of such Member State. The AU Vaccine Doses shall be made Available from Janssen's global network, without any restriction as to the origin of any drug substance and/or drug product comprised in such Vaccine Doses.

6.5 In the event Janssen becomes aware of any circumstances which, in its reasonable and good faith opinion, mean a Participating Member State does not satisfy the condition in clause 6.3(h) (in particular, in conformance with Cold Chain requirements, cGDP, applicable Specifications and Janssen's reasonable instructions for storage and distribution), then Janssen shall promptly inform AVAT thereof and AVAT, Janssen and such Participating Member State shall work together, in good faith, to resolve any such issues and/or AVAT shall propose adjustments to the AU Allocation in accordance with clause 9.2, with the aim of ensuring that AU Vaccine Doses do not go to waste.

7. VACCINE VOLUME

7.1 Subject to the terms and conditions of this Agreement, Janssen shall Deliver the Vaccine Volume to the Participating Member States.

7.2 The Parties acknowledge and agree that:

(a) each Vaccine Dose will consist of one (1) single injection of up to $1x10^{11}$ viral particles (one (1) dose) and, without prejudice to clause 7.2(b) and (c), Janssen's expectation as at the Effective Date is that to address the current pandemic each individual to be vaccinated will be administered a single Vaccine Dose;

(b) Janssen provides no warranty that a Vaccine Dose will be sufficient to protect one (1) individual against COVID-19, or that the COVID Vaccine is safe or efficacious; and

(c) this Agreement relates only to the manufacture and Delivery of the Vaccine Volume to the Participating Member States and does not regard or provide any assurances on the number of individuals who can or will ultimately be protected with the Vaccine Volume.

8. COOPERATION

8.1 Each Participating Member State shall assist Janssen, on Janssen's reasonable request, and shall work with the Regulatory Authority and such other governmental authorities (including, as applicable, provincial and/or municipal authorities) to facilitate and expedite the review of all licenses, permits, authorizations, legislative or regulatory exemptions and activities, testing and subsequent releases in relation to the Vaccine Candidate and/or the COVID Vaccine in the Territory, including all necessary Regulatory Approvals.

8.2 In respect of the No Fault Compensation System:

(a) AVAT shall establish and maintain the NFCS in full force and effect as a No Fault Compensation System;

(b) each Participating Member State shall either (i) participate in the NFCS or (ii) establish and maintain its own No Fault Compensation System;

(c) each Participating Member State shall adequately fund (or procure that it is adequately funded) the relevant No Fault Compensation System; and

(d) each Participating Member State shall require individuals entitled to compensation thereunder to seek redress from and shall enforce the relevant No Fault Compensation System.

8.3 For the avoidance of doubt, AVAT and each Participating Member State understands and expressly agrees that if at any time after the Effective Date the No Fault Compensation System is cancelled in any Participating Member State or in any way diminished, limited or reduced in scope in respect of such Participating Member State such that it no longer satisfies the minimum requirements set forth in **Exhibit C**, Janssen shall immediately and automatically be released from its obligations to make Available and Deliver the Relevant Allocation of the COVID Vaccine for such Participating Member State under this Agreement.

8.4 AVAT and each Participating Member State acknowledges and agrees that: (i) Janssen's supply chain for the COVID Vaccine is global, (ii) after final quality check and release from a central warehouse in Belgium and subject to the requirements of the relevant Regulatory Approval, Janssen will supply Vaccine Doses received from a variety of manufacturing sites and countries (including from manufacturing sites for the COVID Vaccine within the Territory); (iii) in order for Janssen to manufacture the COVID Vaccine at global scale and fulfil its obligations to all purchasers of the Vaccine Candidate and the COVID Vaccine (including the Participating Member States), it is necessary that the Vaccine Candidate and the COVID Vaccine, and any finished or unfinished portions thereof, including any related

raw materials and components, are able to move freely across national borders. Each Participating Member State shall permit Janssen and its Affiliates, or procure that Janssen and its Affiliates are permitted, to import into, export from, or otherwise move freely through, such Participating Member State the Vaccine Candidate and the COVID Vaccine, and any finished or unfinished portions thereof, including any related raw materials and components. For clarity, each Participating Member State, shall not impose any embargoes, export or import restrictions, quota or other restrictions or prohibitions on the Vaccine Candidate or the COVID Vaccine, and any finished or unfinished portions thereof, including any related raw materials and components, or fail to grant necessary licenses or consents for any such free movement.

9. ORDERS OF VACCINE VOLUME

9.1 This Agreement constitutes a binding order by AVAT, and acceptance of such order by Janssen, for the purchase of the Vaccine Volume, such Vaccine Volume to be made Available and Delivered by Janssen in accordance with clause 10. AVAT shall (or UNICEF as its nominee shall) issue purchase orders (in a form to be agreed between AVAT and Janssen acting reasonably and in good faith; provided that for clarity any such purchase order shall be subject to the terms and conditions of this Agreement and shall not impose any additional obligations on Janssen) and in compliance with the Delivery Requirements in respect of each Relevant Allocation of the Vaccine Volume to implement its binding order for that Relevant Allocation of the Vaccine Volume under this Agreement (each a "**Purchase Order**"), it being understood that any such Purchase Order shall under no circumstances impact AVAT's obligations under this Agreement.

9.2 Prior to submission of a Purchase Order for a Relevant Allocation or where a Purchase Order has been issued in respect of a Relevant Allocation of the Vaccine Volume for a Participating Member State but Delivery of that Relevant Allocation to the relevant Participating Member State is, or is reasonably likely to be, unable to take place on the relevant date for Delivery established in accordance with this Agreement (including because the relevant Participating Member State has not satisfied the conditions set out in clause 6.3 or is not practically able to take delivery of the Relevant Allocation within the Participating Member State), AVAT shall be entitled to inform Janssen that it wishes to reallocate such Relevant Allocation to another Participating Member State. Following any request to amend any Relevant Allocation, AVAT and Janssen shall, through the Operational Discussion Platform and taking into account the Delivery Requirements, discuss acting reasonably and in good faith any proposal to reallocate such Relevant Allocation or otherwise amend the Initial AU Allocation (if applicable, as previously amended pursuant to this clause 9.2) and any related Delivery schedules in order to avoid wastage of AU Vaccine Doses. If AVAT and Janssen agree any amendment to the Initial AU Allocation (or if applicable any previously agreed amendment to the Initial AU Allocation) as evidenced by AVAT and Janssen each confirming by e-mail the form of the amended allocation such amended allocation shall be the AU Allocation from the date of such agreement and binding on the Parties.

9.3 For clarity, Janssen shall not be responsible for the Allocation of AU Vaccine Doses, and shall not have any obligation to any Participating Member State with respect to the order of Deliveries of the AU Vaccine Doses.

10. DELIVERY OF VACCINE VOLUME

10.1 Conditionality of Janssen's Delivery Obligation

10.1.1 Janssen agrees to make Available for subsequent Delivery the Vaccine Volume in accordance with the terms and conditions of this Agreement, subject to satisfaction of the relevant conditions in clause 6.

10.2 Availability Schedule

10.2.1 As at the Effective Date, Janssen agrees to use commercially reasonable efforts to make Available the Initial Vaccine Volume in accordance with the final availability schedule set out in **Exhibit B** (the "**Initial Vaccine Volume Final Availability Schedule**").

10.2.2 As at the Effective Date, Janssen tentatively expects that the Further Vaccine Volume shall be made Available for subsequent Delivery to the Participating Member States on the schedule and in the quantities as set out in the Tentative Availability Schedule. AVAT and each Participating Member State acknowledges and agrees that the quantities set forth in the Tentative Availability Schedule may not be available at the time set forth in such schedule, and Janssen can therefore not be held responsible if such quantities of Vaccine Doses are ultimately not delivered in accordance with the Tentative Availability Schedule.

10.2.3 As soon as reasonably practicable after the Effective Date, Janssen shall refine and, to the extent possible, update the Tentative Availability Schedule in respect of the Further Vaccine Volume with the intention to provide AVAT with a tentative quarterly availability schedule and thereafter as soon as available a final availability schedule for the Further Vaccine Volume (the "**Further Vaccine Volume Final Availability Schedule**" and together with the Initial Vaccine Volume Final Availability Schedule, the "**Final Availability Schedules**").

10.2.4 The schedule and quantities set out in the Initial Vaccine Volume Final Availability Schedule or the Tentative Availability Schedule are based on Janssen's current assumption that no Local Regulatory Approvals are required in any Participating Member States, and AVAT and each Participating Member State acknowledges that Janssen is not required to seek any Local Regulatory Approvals and if any Local Regulatory Approvals are required, Delivery for the applicable Participating Member State may not be possible.

10.2.5 The schedule set out in the Initial Vaccine Volume Final Availability Schedule and the Tentative Availability Schedule reflects, and the schedule that will be set out in the Further Vaccine Volume Final Availability Schedule will reflect, the quarter in which the applicable quantity of Vaccine Volume shall be made Available (based on Janssen's standard requirements as to specifications, packaging, labelling, release testing and other matters (other than any such activities that are normally conducted within the Territory by Janssen or its Affiliates)). Janssen shall provide a more granular monthly schedule for Delivery of the Initial Vaccine Volume (the scope and date(s) for provision of which shall be developed by AVAT and Janssen through the Operational Discussion Platform) and the Parties acknowledge and agree that such schedule is for informational purposes only.

10.2.6 Without prejudice to AVAT's right under clause 20.3, Janssen shall bear no liability if Availability cannot take place in accordance with the Tentative Availability Schedule or the Final Availability Schedules, unless the failure is due to Janssen's Wilful Default, provided

however that Janssen shall use reasonable commercial efforts to make the applicable quantity of Vaccine Volume Available at the earliest possible date thereafter.

10.2.7 Janssen shall inform AVAT, through the Operational Discussion Platform, of any expected material change in the Availability of the Vaccine Volume as per the Tentative Availability Schedule or Final Availability Schedules. In such case, Janssen shall provide to AVAT an updated schedule with the intention to make Available the Vaccine Volume within a schedule that is as close as reasonably possible to the Final Availability Schedules or the Tentative Availability Schedule (as applicable).

10.3 **Delivery**

10.3.1 Each Relevant Allocation of the Vaccine Volume shall be Delivered by Janssen to the relevant Participating Member State (or via UNICEF as its nominee), and the relevant Participating Member State shall accept Delivery of the Vaccine Volume, FCA (Incoterms 2020), at the Delivery Address. AVAT and the Participating Member States acknowledge that Janssen will make multiple Deliveries over a period of time, in varying quantities, depending on Availability and the Delivery Requirements. The intended date for Delivery of each Relevant Allocation (which shall be after the date on which the Relevant Allocation shall become available) shall be agreed between AVAT (on behalf of the relevant Participating Member State) and Janssen through the Operational Discussion Platform.

10.3.2 Title in the Relevant Allocation of the Vaccine Volume shall transfer to the relevant Participating Member State upon Delivery in accordance with clause 10.3.1.

10.4 **Form of Delivery**

10.4.1 Vaccine Volume will be Delivered in collector boxes, each box containing a certain quantity of primary packaged and labelled multi-dose vials without preservative(s), and each vial containing a certain quantity of Vaccine Doses, as further described in the Delivery Requirements. Janssen shall inform the relevant Participating Member States through the Operational Discussion Platform in due course of any specificities of shipment packaging and of ordering of the Vaccine Volume.

10.4.2 The Parties acknowledge and agree that:

(a) Janssen's current expectation is that, to address the current pandemic, regulatory authorities will require all Vaccine Doses comprised in a vial to be used within four (4) to six (6) hours after administration of the first dose of the vial (provided the Vaccine Doses are kept refrigerated in accordance with Specifications); and

(b) given the current pandemic and the urgency of required Delivery of the Vaccine Volume:

(i) Janssen may not be able to Deliver the Vaccine Volume fully in accordance with the usual packaging and labelling requirements for medicinal products approved for commercialization within the relevant Participating Member State. Each Participating Member State shall accept Delivery of any Vaccine Volume in a generic packaged and labelled form suitable for usage in the Territory; and

(ii) no paper leaflets will be Delivered, and each Participating Member State acknowledges and accepts (unless otherwise agreed with Janssen) that any information with respect to the COVID Vaccine will be provided via electronic leaflets, at Janssen's discretion.

10.5 **Import**

Each Participating Member State is responsible for compliance with all applicable import requirements for its purchases of its Relevant Allocation of AU Vaccine Doses.

10.6 **Nonconforming Vaccine Volume**

If a Participating Member State alleges that any quantity of the Vaccine Volume Delivered to it under this Agreement is Nonconforming COVID Vaccine, the provisions of **Exhibit D** shall apply, it being understood that under no circumstances shall the provisions of **Exhibit D** impact Janssen's indemnification rights under clause 19 (*Indemnification*). In this instance, such Participating Member State shall be entitled to a refund or replacement of the Nonconforming COVID Vaccine in accordance with and subject to the terms and conditions of **Exhibit D**.

10.7 **Product Warranty**

10.7.1 Janssen warrants that as at the time of Delivery pursuant to clause 10.3, Janssen has manufactured, filled, stored, packaged, labelled, released and Delivered the AU Vaccine Doses in compliance with cGMP applicable at the time of Delivery, to the extent that each standard of cGMP is or can be applicable, and taking into account any waiver, forbearance or exemption granted or allowed by a Participating Member State or any other applicable regulatory authority in the Territory (the "**Product Warranty**").

10.7.2 In the event that Janssen is in breach of the Product Warranty with respect to any AU Vaccine Doses as determined in accordance with **Exhibit D**, then, to the extent such AU Vaccine Doses have not been administered to individuals at the time such breach is identified, Janssen shall (directly or indirectly through one of its Affiliates), as soon as reasonably practicable, refund the Price for such AU Vaccine Doses to the extent already paid by AVAT (it being understood, for the avoidance of doubt, that such refund shall then apply only with respect to such AU Vaccine Doses in respect of which a breach of the Product Warranty has been identified, which has not been administered to individuals, and which the relevant Participating Member State confirms will not be so administered). Such refund shall be the only remedy available to AVAT or the Participating Member State in respect of this clause 10.7 and does not impact Janssen's indemnification rights under clause 19.

11. USE OF VACCINE VOLUME

11.1 Following Delivery in accordance with clause 10.3, each Participating Member State shall be solely responsible and liable for the subsequent inspection, allocation, maintenance, distribution, storage, transport, administration, and management of the Vaccine Volume, along with any related follow-on care, for the Purpose and in accordance with this Agreement and applicable Laws.

11.2 Each Participating Member State acknowledges and agrees that, for any quantity of the Vaccine Volume it receives from Janssen under this Agreement, it shall establish and maintain a Cold Chain distribution channel in compliance with:

(a) Good Distribution Practices;

(b) the Specifications; and

(c) Janssen's reasonable instructions for storage and distribution thereof (including instructions with respect to thawing).

11.3 Janssen may audit on reasonable prior written notice each Participating Member State's distribution channels that are used for AU Vaccine Doses to determine whether such channels are in compliance with Cold Chain requirements, Good Distribution Practices, Specifications, and Janssen's reasonable instructions for storage and transportation of the Vaccine Volume (but shall not be entitled to audit such distribution channels to the extent they are provided by UNICEF). If Janssen discovers any non-compliance during such audit, Janssen will inform the relevant Participating Member State thereof, and the relevant Participating Member State (as applicable) shall then cure such non-compliance within the cure period, being not less than 10 (ten) Business Days, communicated by Janssen (acting reasonably). If by the end of such cure period such non-compliance is not cured, Janssen may (after prior consultation with the Participating Member State) take measures and actions it considers reasonably appropriate.

11.4 The Parties acknowledge and agree that Janssen is selling the Vaccine Volume to AVAT and the Participating Member States at the Price solely for deployment in Participating Member States and for the Purpose (and AVAT and each Participating Member State agrees that it shall not use, nor permit the use of, the Vaccine Volume for any purpose other than the Purpose).

11.5 AVAT and each Participating Member State shall:

(a) not apply any mark-up or other price differentials to any resale price in the distribution of the Vaccine Volume. For clarity, nothing in this clause 11.5(a) shall prevent AVAT or a Participating Member State (or UNICEF as their nominee) from: (i) seeking reimbursement from its customers of any handling, additional transport and/or distribution costs it would have incurred in the purchase and distribution of the Vaccine Volume in the Territory, and (ii) applying any discounts in the distribution of the Vaccine Volume in the Territory (provided that such discounts are applied uniformly throughout the Territory);

(b) not re-sell, donate or otherwise distribute any Vaccine Volume to any Third Party (including with a view to vaccinate individuals outside of the Territory) without the prior written approval of Janssen except that in keeping with the Purpose, AVAT or a Participating Member State shall be permitted to re-sell, donate or otherwise distribute any Vaccine Volume to any other Participating Member State (with a view to vaccinate individuals within that Participating Member State) with the prior written approval of Janssen, such approval to not be unreasonably withheld or delayed. For clarity, Janssen shall not be required to approve any sale, donation or other distribution to or in a Participating Member State unless the conditions in clause 6.3 are satisfied with respect to such AU Vaccine Doses in such country;

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

(d) shall promptly notify Janssen in the event that such Participating Member State has any unadministered stock of the Vaccine Volume past the Vaccine Expiry Date and destroy such Vaccine Volume at its own cost and provide Janssen with a certificate of destruction; and

(e) not use any quantity of the Vaccine Volume which has not been maintained in conformance with the Cold Chain requirements and, in case of occurrence of temperature excursions, follow the procedures set out in item 5 (*Cold Chain & Temperature Excursions*) of **Exhibit E**.

12. FINANCIAL PROVISIONS

12.1 Down Payment.

Within fourteen (14) days of the Effective Date and following receipt of a validly issued invoice, AVAT shall make a non-refundable down payment of three hundred and thirty million United States Dollars (USD 330,000,000) to Janssen ("**Down Payment**") by wire transfer of immediately available funds on the following bank account of Janssen:

Name of bank: ING

Exact denomination of account holder: Janssen Pharmaceutica NV

Full account number including bank codes IBAN: BE92320035555523

BIC/SWIFT code: BBRUBEBBXXX

12.2 Credit.

Janssen shall credit the Down Payment toward the Price for the Vaccine Volume to be Delivered by Janssen to each Participating Member State at a rate of USD 1.50 per Vaccine Dose (such amount, the "**Credit**") and AVAT shall be liable, for each Vaccine Dose, to pay the difference between the Price and the Credit (the "**Price Balance**") in accordance with clause 12.4.

12.3 Refundability.

Subject to clause 25.10 (*Wilful Default*) and Janssen's obligation to refund the Price on Delivery of Nonconforming COVID Vaccine as set forth in clauses 10.6, 10.7.2 and **Exhibit D** (*Nonconforming Vaccine Volume*) of this Agreement, the Down Payment shall not be refundable or repayable, including by way of damages, by Janssen to AVAT or any Participating Member State including if the Vaccine Candidate does not receive Regulatory Approval, or any other condition set out in clause 6.2 or 6.3 is not satisfied.

12.4 Price Balance.

Prior to Delivery of any quantity of the Vaccine Volume and as soon as any such quantity of the Vaccine Volume is Available, Janssen shall invoice AVAT in accordance with clause 12.7 and AVAT shall pay to Janssen the Price Balance for such quantity of the Vaccine Volume

prior to Delivery thereof, and in any event within ten (10) Business Days of the date of such invoice.

12.5 **Payment Default.**

If AVAT fails to pay (any portion of) the Down Payment(s) or Price Balance (as applicable) for any quantity of the Vaccine Volume in accordance with this clause 12, Janssen may, refuse or delay any and all future Availability and Delivery of the Vaccine Volume until payment is made, or, provided that Janssen has made a demand in accordance with clause 22, such Down Payment or Price Balance has not been paid by the Guarantor) terminate this Agreement subject to and in accordance with clause 20.4(a).

12.6 **Currency.**

12.6.1 Any payments to be made by AVAT or a Participating Member State under this Agreement shall be made, and any invoices issued pursuant to this Agreement shall be issued, in United States Dollars ($ USD).

12.7 **Invoice.**

12.7.1 Janssen shall issue a valid invoice for payment of:

(a) the Down Payment under clause 12.1 to AVAT; and

(b) as and when each quantity of the Vaccine Volume is made Available, the aggregate the Price Balance in respect of such quantity of the Vaccine Volume pursuant to clause 12.4 to AVAT (or UNICEF as its nominee),

in each case ((a) and (b)) to the following address 7th Floor, Happy World House, 37 Sir William Newton Street, Port-Louis 11328, with a copy sent by e-mail to AVATT@afreximbank.com, as may be updated by AVAT on written notice to Janssen from time to time (including in order to facilitate payment through UNICEF).

12.8 **Taxes.**

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

12.8.2 For the avoidance of doubt, where legally required, VAT may be charged on any quantity of the Vaccine Volume under the conditions of applicable Laws. In such cases, the taxable amount for each Vaccine Dose shall be the Price (including the respective portion of the Down Payments).

12.9 **Late payments**.

12.9.1 Without prejudice to Janssen's other remedies under this Agreement, if AVAT or the Participating Member State fails to make a payment due to Janssen under this Agreement by the due date, then, AVAT or the Participating Member State shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 12.9.1 shall accrue each day at two percent (2%) a year above the Bank of England's base rate from time to time, but at two percent (2%) a year for any period when that base rate is below zero percent (0%), or any lower figure otherwise required by applicable Laws.

12.10 **Set off**.

All amounts due under this Agreement from AVAT or any Participating Member State to Janssen shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by applicable Laws). If any deductions or withholding of tax is required by applicable Laws to be made from any amounts due under this Agreement from AVAT or a Participating Member State to Janssen, AVAT or such Participating Member State shall pay to Janssen such additional sum as will, after the deduction or withholding has been made, leave Janssen with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

13. REGULATORY APPROVAL

13.1 Janssen's Affiliate, Janssen-Cilag International NV, has obtained WHO Approval and Africa CDC Approval.

13.2 It is anticipated that each Member State will accept WHO Approval and/or Africa CDC Approval and not require a separate Local Regulatory Approval. Where a Regulatory Authority in a Participating Member State has requirements that are not satisfied by the WHO Approval and/or Africa CDC Approval, and an additional marketing authorization submission would be required to obtain Local Regulatory Approval in such Participating Member State, AVAT and such Participating Member State and Janssen shall discuss in good faith whether Janssen can apply for such Local Regulatory Approval, provided that Janssen shall have the right to decide whether, and if so when, to seek any such Local Regulatory Approval. For clarity, nothing in this Agreement shall require Janssen to seek or obtain any Local Regulatory Approvals.

13.3 Each Participating Member State shall cooperate with Janssen and share any relevant information to facilitate the grant or issuance of the Regulatory Approval.

14. PHARMACOVIGILANCE AND QUALITY

14.1 Each Participating Member State shall inform Janssen of any Adverse Events Following Immunisation and Special Situations following use of the COVID Vaccine (together, if available, with the relevant lot/batch numbers of the relevant COVID Vaccine), within one (1) day of date of first receipt. Such information shall be sent to Janssen in accordance with the method of exchange below:

General Mailbox: (secure e-mail only): AdverseEventZA@its.jnj.com

For the purposes of this clause 14.1:

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

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

14.2 The allocation of roles and responsibilities between Janssen and the relevant Participating Member State set out in **Exhibit E** shall apply in relation to quality assurance matters in respect of such Participating Member State's Relevant Allocation of the Vaccine Volume.

15. REPRESENTATIONS AND WARRANTIES

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

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

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

15.2 AVAT and each Participating Member State represents and warrants to Janssen that it has the right and/or requisite authorisation to perform its obligations under this Agreement and to order, purchase allocate, maintain, distribute, store, transport, administer, and manage the Vaccine Volume in accordance with any applicable Law, including the provisions of national procurement Laws.

15.3 Each Participating Member State further represents and warrants to Janssen that:

(a) it is executing the Deed of Adherence on behalf of the national government of such Participating Member State in its entirety; and

(b) by executing the Deed of Adherence on behalf of the national government of such Participating Member State in its entirety, such government is irrevocably and unconditionally agreeing to be bound by this Agreement as if it were an original signatory hereto, and such Participating Member State shall not challenge, the terms and conditions of this Agreement (including the provisions of clause 19 (*Indemnification*) and **Exhibits F** and **G**, as applicable).

15.4 Janssen represents and warrants to AVAT and each Participating Member State that:

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

(b) it shall comply with all Laws that are applicable to its activities and operations under this Agreement.

15.5 Except for the warranties set out in clauses 10.7, 15.1 and 15.4, Janssen disclaims, to the fullest extent permitted by Law, all warranties, express or implied (whether by Law, custom or course of dealing), including the implied warranties of merchantability and fitness for a particular purpose, and any warranty relating to the sufficiency of a single Vaccine Dose to protect one (1) individual against SARS-CoV-2/COVID-19 or the safety or effectiveness of the COVID Vaccine.

16. OPERATIONAL DISCUSSION PLATFORM

16.1 AVAT and Janssen shall, after the Effective Date, set up an informal operational discussion platform to discuss, on an as-needed basis, certain operational matters regarding the implementation of this Agreement (such as, for instance, regulatory, supply chain, logistics and/or other relevant matters, including any requirements for issuance of formal purchase order(s) to implement this Agreement and invoicing terms) (such platform, the "**Operational Discussion Platform**"). Janssen acknowledges and agrees that if, and for so long as requested by AVAT or the Participating Member States, UNICEF may participate in such Operational Discussion Platform alongside AVAT.

17. INTELLECTUAL PROPERTY

17.1 Nothing in this Agreement shall grant any Party any rights to another Party's Intellectual Property Rights. Under no circumstances does Janssen grant to AVAT or any Participating Member State or to any Third Party, by transfer, implication, estoppel or otherwise, any right, title, license or interest in any Intellectual Property Rights it or any of its Affiliates owns or controls in relation to, in connection with or resulting from the Vaccine Candidate, the COVID Vaccine or the Vaccine Volume.

18. CONFIDENTIALITY

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

18.2 The obligations of confidentiality in clause 18.1 shall not apply to any use or disclosure expressly authorised by the Disclosing Party in writing or any information, data or materials which:

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

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

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

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

18.3 The Receiving Party may only disclose Confidential Information to its employees, consultants, agents, officers, advisers and other representatives including in the case of Janssen, to its Affiliates and sub-contractors, and in the case of AVAT and the Participating Member States to UNICEF, on a need to know basis solely for the purpose of performing its obligations and exercising its rights under this Agreement, provided that the Receiving Party shall be responsible for actions and omissions of such employees, consultants, agents, officers, advisers, representatives, Affiliates or sub-contractors (as applicable), to whom Confidential Information is disclosed pursuant to this clause 18.3, and shall be liable as if such actions or omissions were those of the Receiving Party. Notwithstanding the forgoing, a Participating Member State may only disclose Janssen's Confidential Information pursuant to this clause 18.3 to the government of any province or territory within such Participating Member State, including any agency thereof, after: (i) providing advance written notice to Janssen of its intention to disclose such Confidential Information, and (ii) to the extent such government of any province or territory within the Territory, including any agency thereof agrees in writing to comply with the confidentiality provisions set out in this Agreement (including clause 18.4 below).

18.4 The Receiving Party may disclose any part of the Confidential Information solely to the extent that it is legally required to do so pursuant to an order of a court or arbitral tribunal of competent jurisdiction or any applicable Law or, in the case of Janssen, a competent governmental authority, or the rules of any securities exchange to which Janssen or its Affiliates may be subject or under applicable securities Laws; provided that and subject to clause 18.6 the Receiving Party shall (a) unless prohibited by Law, promptly notify the Disclosing Party prior to making such disclosure and limit such disclosure and, if permitted, provide the Disclosing Party with an opportunity to intervene to protect its Confidential Information, including an opportunity to make representations to the relevant court, arbitral tribunal, or governmental authority (as applicable) objecting to disclosure, and (b) use reasonable efforts to obtain assurances that confidential treatment will be accorded to the Confidential Information to be disclosed pursuant to this clause 18.4. Without prejudice to the generality of the foregoing, each Participating Member State acknowledges and agrees that Janssen's Confidential Information (a) constitutes commercial, financial, scientific and/or technical information supplied to such Participating Member State in confidence, and (b) is

competitively sensitive and proprietary information of Janssen that, if disclosed or otherwise made available to the public, would result in significant competitive prejudice and undue loss to Janssen and its Affiliates. Accordingly, Janssen reserves and relies upon all of its rights under any applicable freedom of information Laws, and each Participating Member State shall assist Janssen in protecting Janssen's Confidential Information and take all other reasonable steps to prevent disclosure of any such Confidential Information under such applicable Laws.

18.5 The obligations contained in this clause 18 shall continue for ten (10) years following the expiry or termination of this Agreement.

18.6 No Party shall issue any press release or make any other public statement disclosing the other Party's Confidential Information without the prior written consent of the other Party, provided that Janssen or its Affiliates may issue any press release or other public statement required under the rules of any securities exchange to which Janssen or its Affiliates may be subject or applicable securities Laws.

18.7 Janssen acknowledges and agrees that AVAT and the Participating Member States may face any of the circumstances below in which event AVAT or the Participating Member States may desire to disclose certain information regarding their vaccination programme, the COVID Vaccine or this Agreement which may constitute Confidential Information, namely that AVAT or the Participating Member States:

(a) believe transparency as regards the vaccination programme is important to garner public trust and confidence in and support for the vaccination programme, so as to encourage maximum public uptake of the COVID-19 vaccines; or

(b) during the course of the vaccination programme, consider it possible that emergency situations may arise which necessitates expeditious disclosure of Confidential Information in order to protect public safety.

18.8 Accordingly, if AVAT or a Participating Member State believes that any of the circumstances envisioned in clause 18.7 exist, (i) such Receiving Party shall provide notice of such circumstances to Janssen which describes the circumstances, the desired disclosures and an identification of the portion of such disclosure which constitutes Janssen's Confidential Information; and (ii) without prejudice to the remainder of this clause 18, Janssen and such Receiving Party shall generally co-operate with one another in good faith with respect to reaching a mutually agreeable approach to such disclosure. As part of such cooperation, Janssen and such Receiving Party will discuss, among other things:

(a) the value of disclosure of Janssen Confidential Information toward resolution of the circumstances in clause 18.7;

(b) the commercial, regulatory, scientific, strategic or other value of the Janssen Confidential Information to Janssen, and, the extent to which, if disclosed or otherwise made available to the public, would result in significant competitive prejudice and undue loss to Janssen and its Affiliates;

(c) the extent to which similar information of other vaccine manufacturers has been disclosed (or has not been disclosed) by such Receiving Party;

(d) the extent to which similar information has been disclosed (or has not been disclosed) by Janssen in other countries; and

(e) redaction, partial or selective disclosure (whether as to content or audience) or other mechanisms by which appropriate disclosure may considered to be made while providing reasonable assurances that confidential treatment will be accorded to the Confidential Information.

19. INDEMNIFICATION

19.1 Each AMC Member State shall indemnify Janssen as set out in **Exhibit F**.

19.2 Each Other Member State shall indemnify Janssen as set out in **Exhibit G**.

19.3 The Parties acknowledge and agree that the provisions of **Exhibits F** and **G** are reasonable and necessary to protect the legitimate interest of the Indemnified Persons. However, if any provision in clauses 19.1 to 19.4 is held to be illegal, invalid or unenforceable, in whole or in part, under any applicable Law, then such provision shall not be nullified, but the Parties shall be deemed to have agreed to such provision that conforms with the limitations imposed by applicable Law and that is as close as possible to the original intention of the Parties and has the same or as similar as possible economic effect, and such provision shall be automatically reformed accordingly.

19.4 If any payment in satisfaction of the indemnification rights under **Exhibits F** and **G** is liable to tax in the hands of an Indemnified Person (as defined therein) as recipient of such payment (the "**payee**"), then the payment shall be increased by such additional amount as necessary to ensure that the payee receives a net sum equal to the sum it would have received had the payment not been liable to tax. If and to the extent the relevant tax authority subsequently determines that no liability for tax arose in respect of such payment, then the payee shall re-pay such additional amount to the payor which made the aforementioned payment in satisfaction of the indemnification rights under **Exhibits F** and **G**.

20. TERM AND TERMINATION

20.1 To the extent that the requisite Regulatory Approvals for the COVID Vaccine in a particular Participating Member State are discontinued, becomes invalid or are otherwise withdrawn by the relevant Regulatory Authority, nothing in this Agreement shall prevent such Participating Member State from ceasing implementation of its vaccination programme, and such action by such Participating Member State shall not constitute a breach of this Agreement by such Participating Member State.

20.2 Without prejudice to clause 21.3, this Agreement shall automatically expire at such time as Janssen shall have Delivered the Vaccine Volume and received payment in full of the aggregate Price for the Vaccine Volume by AVAT.

20.3 Without prejudice to clause 21.3, AVAT may terminate this Agreement with immediate effect on notice (a "**Termination Notice**") if:

(a) at any time Janssen commits a Material Breach of this Agreement and fails to remedy that breach within ninety (90) days; or

(b) in respect of a Participating Member State, if and to the extent the COVID Vaccine is not safe and/or efficacious in vaccinating individuals in such Participating Member State, provided that such termination shall not reduce the total number of Vaccine Doses making up the Vaccine Volume.

20.4 Without prejudice to any other right under this Agreement and to clause 21.3, Janssen may terminate this Agreement in its entirety or with respect to a Participating Member State with immediate effect on notice to AVAT or such Participating Member State (as applicable) in the following circumstances:

(a) if at any time AVAT or such Participating Member State commits a Material Breach of this Agreement and fails to remedy that breach within ninety (90) days, or, in the case of a breach by AVAT of its payment obligations under clause 12, twenty (20) days, of AVAT being notified in writing to do so provided that where the Material Breach has been committed by one Participating Member State, Janssen may only terminate this Agreement in respect of that Participating Member State; or

(b) in the circumstances set out in clause 23 (*Force Majeure*), where resuming implementation of the Agreement is considered impossible by Janssen (acting reasonably).

21. EFFECTS OF TERMINATION OR EXPIRY

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

(a) return to the applicable other Party all equipment, materials and property belonging to such other Party that such other Party had supplied to it in connection with the purchase of the Vaccine Volume under or in connection with this Agreement;

(b) return to the Disclosing Party all documents and materials (and any copies) containing such Disclosing Party's Confidential Information except copies or originals of this Agreement;

(c) subject to clause 21.1(b), erase all Confidential Information of the Disclosing Party from its computer systems (to the extent possible) except copies or originals of this Agreement; and

(d) on request, certify in writing to the applicable other Party that it has complied with its obligations under this clause 21.1.

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

21.3 Clauses 1, 3.2, 3.3, 5.2 (to the extent that any refund is still owed to AVAT), 5.4, 5.5, 5.6, 6.1 (with respect to the No Fault Compensation System only), 7.2, 8.2, 10.6, 10.7.2 (to the extent that any refund is still owed to AVAT or the relevant Participating Member State), 11, 12 (to the extent any payment obligations are still outstanding), 14, 15, 17, 18 (for the period stated therein), 19, 21, 22, 23, 24, 25 (except 25.11) and 26 shall survive the termination or expiry of this Agreement.

22. GUARANTEE AND INDEMNITY

22.1 In consideration of Janssen's obligations under this Agreement, the Guarantor unconditionally and irrevocably guarantees as a primary obligation to Janssen the complete, due and punctual performance and observance by AVAT of all of its payment obligations and discharge of all of AVAT's liabilities to make payment to Janssen arising under or out of this Agreement, including any costs incurred by or on behalf of Janssen in enforcing this clause 22 (the "**Guaranteed Obligations**").

22.2 Without in any way affecting AVAT's obligations under this Agreement, the Guarantor shall be liable under this clause 22 as if it were the sole principal obligor and not merely as surety.

22.3 If AVAT defaults in the payment, when due, of any amount of the Guaranteed Obligations and no payment of such amount is made within five (5) Business Days of the date on which such amount became due and payable, the Guarantor shall, on demand by Janssen, unconditionally pay that amount to Janssen within five (5) Business Days of that demand in the manner prescribed by this Agreement as if it were AVAT.

22.4 As an independent and primary obligation and without prejudice to clause 22.1, the Guarantor unconditionally and irrevocably agrees to indemnify and keep indemnified Janssen from and against all and any Losses suffered or incurred by Janssen arising out of, or in connection with, the failure of AVAT to comply with or discharge any of the Guaranteed Obligations or as a result of any of the Guaranteed Obligations becoming unenforceable, invalid or illegal on any grounds (whether known to AVAT or not). The amount payable by the Guarantor under this clause 22.4 will not exceed the amount that it would have had to pay under clause 22.1 or 22.3 if the amount claimed had been recoverable on the basis of the guarantee.

22.5 This guarantee is a continuing guarantee and shall remain in force until all of the Guaranteed Obligations have been fully discharged (whether by AVAT, the Guarantor or otherwise on behalf of AVAT), notwithstanding any intermediate payment or discharge in whole or in part.

22.6 The Guarantor shall not be released from any of its obligations under this clause 22, nor shall any of such obligations be in any way prejudiced or affected by any act, omission, matter or thing which, but for this clause 22.1 might operate to, or would reduce, release or prejudice any of the Guarantor's obligations under this clause 22, including (and whether or not known to the Guarantor):

(a) any time being given or any other indulgence, concession, compromise or release being given to AVAT or any person at any time;

(b) any variation, amendment, supplement, extension or novation of, or waiver or release granted under or in connection with this Agreement;

(c) any legal limitation, disability, incapacity or other circumstance relating to AVAT or any other person;

(d) any defect, invalidity, illegality, frustration, irregularity, unenforceability or voidability of any obligation of AVAT arising under or in connection with this Agreement;

(e) any act or omission by Janssen or any other person in taking up, enforcing or perfecting any of the rights or remedies of Janssen against AVAT or any other person; and

(f) the amalgamation, merger, reconstruction, insolvency, receivership, administration, or winding up of AVAT or the appointment of a receiver, administrative receiver or administrator of any of AVAT's assets or the occurrence of any circumstance affecting the liability of AVAT to discharge any of its obligations under or in connection with this Agreement.

22.7 Janssen may enforce the guarantee and indemnity contained in this clause 22, without first being required to take any steps or proceedings against AVAT.

22.8 Any settlement or discharge of any obligation or liability of the Guarantor under this clause 22, agreed between Janssen and the Guarantor shall be conditional upon no security given or payment made, or obligation owed by, AVAT to Janssen under this Agreement being reclaimed, avoided, set-aside or reduced as a result of any applicable insolvency Laws. If any such security, payment or obligation is so reclaimed, avoided, set-aside or reduced, such settlement or discharge shall not prohibit Janssen from enforcing any right (if any) it may have to recover from the Guarantor under this clause 22, the value of the security, payment or obligation to the extent so reclaimed, avoided, set-aside or reduced.

22.9 Until AVAT and/or or the Guarantor has complied fully with, and discharged the Guaranteed Obligations, whether discharged by AVAT, the Guarantor or otherwise on behalf of AVAT, the Guarantor shall not exercise any rights which it might have as a result of performing its obligations under this clause 22, to:

(a) be indemnified by AVAT; and/or

(b) claim any contribution from any other guarantor of AVAT's obligations under this Agreement; and/or

(c) to prove or vote as a creditor of AVAT or its property, undertaking or assets, in competition with Janssen; and/or

(d) take the benefit (whether in whole or in part or by way of subrogation or otherwise) of any of Janssen's rights under this Agreement or any other security taken by Janssen pursuant to, or in connection with, this Agreement.

22.10 The Guarantor is a Party to this Agreement for the purposes of this clause 22 only and save as provided in this clause 22, shall not be liable under, nor entitled to enforce, any other provisions of this Agreement nor shall its consent be required to amend any other provision of this Agreement.

23. FORCE MAJEURE

If and to the extent that Janssen, its Affiliates or its or their respective sub-contractors are prevented from performing any or all of Janssen's obligations under this Agreement because of any cause which arises from or is attributable to acts of regulatory or governmental authorities or entities (including embargoes, export or import restrictions, quota or other restrictions or prohibitions, or failures to grant necessary licenses or consents) or acts, events, omissions or accidents beyond the reasonable control of Janssen, its Affiliates and/or its or their subcontractors, including strikes, lock-outs or other industrial disputes (whether involving the work force of Janssen and/or its Affiliates and/or sub-contractors, of the relevant Participating Member State or of any Third Party), fire, storm, flood, earthquake or other acts of god or nature, disease (including SARS-CoV-2/COVID-19 or other pandemics), shortage of materials (including raw materials for the manufacture of the COVID Vaccine), unavailability of transport, interruption in electricity supply, default by suppliers, war, riot, civil commotion, malicious damage, any Law or direction issued by any judicial, arbitral, governmental, quasi-governmental or other competent institution (including the Regulatory Authority), or the inability of Janssen and/or its Affiliates to operate manufacturing or development activities due to lack of staff as a consequence of any of the foregoing (a "**Force Majeure Event**"), then Janssen shall be excused performance of its obligations to the extent and for the period required by such cause. Janssen shall use commercially reasonable efforts to mitigate the impact of any such Force Majeure Event on the performance of its obligations under this Agreement.

24. NOTICES

24.1 Method of service

A notice given under this Agreement by any Party to the other Party shall be in writing (which shall include e-mail), signed in manuscript by or on behalf of the Party giving it (which includes a scanned manuscript signature or, in the case of e-mail, that the message was sent from an e-mail address of the Party giving it (and which sender's e-mail address is one to which notices and other communications may also be validly delivered to that Party under this clause 24.1)), in the English language and may be either:

(a) delivered personally by hand; or

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

(c) sent by e-mail,

in each case addressed as follows:

For Janssen:

Address: Janssen Pharmaceutica NV, 30 Turnhoutseweg, B-2340 Beerse

E-mail address: fcossalt@its.jnj.com

For the attention of: Legal department

With a copy to Covington & Burling LLP:

Address: 265 Strand, London WC2R 1BH

E-mail address: losborne@cov.com

For the attention of Lucinda Osborne

For AVAT:

Address: The African Vaccine Acquisition Trust, 7th Floor, Happy World House, 37 Sir William Newton Street, Port-Louis 11328

E-mail address: AVATT@afreximbank.com

For the attention of: Mr Strive Masiyiwa and Mr Malcolm Moller

With a copy to the Legal Director of the Guarantor

For the Guarantor:

Address: The African Export-Import Bank, 72(B) El Maahad El Eshteraky Street, Heliopolis, Cariro 11341, Egypt

E-mail address: AVATT@afreximbank.com

For the attention of: Director of Banking Operations

24.2 **Deemed service**

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

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

(b) if posted to an address in the same jurisdiction as that from which it was sent by first class pre-paid recorded delivery post or courier (which courier advises of delivery within two (2) Business Days), be deemed to have been given and received two (2) Business Days after the date of posting;

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

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

24.3 **Proof of service**

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

(a) the envelope containing the notice was addressed to the address of the relevant Party as set out in clause 24.1 (or as otherwise notified by that Party pursuant to clause 24.5) and delivered either to that address or into the custody of the postal authorities as first class pre-paid recorded delivery post or custody of the courier, or international courier firm; or

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

24.4 **Receipt outside business hours**

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

24.5 **Change of address**

Any Party to this Agreement may give at least five (5) Business Days' notice to the other Party to change its address or other details specified in clause 24.1.

24.6 **Service of proceedings**

24.6.1 Clauses 24.1 to 24.5 do not apply to the service of any documents relating to any Disputes or where applicable, any arbitration or other method of dispute resolution.

24.6.2 Each of the Participating Member States hereby appoint AVAT as its process agent to receive on its behalf service of process of any proceedings brought by Janssen relating to this Agreement. Service on AVAT shall be good service upon each of the Participating Member States whether or not it is forwarded to and received by such Participating Member State. AVAT and each of the Participating Member State irrevocably consents to any process in any legal action or proceedings arising out of or in connection with this Agreement or its subject matter or formation being served on it in accordance with the provisions of this Agreement relating to service of notices of claims. Nothing contained in this Agreement shall affect the right to serve process in any other manner permitted by Law.

25. MISCELLANEOUS

25.1 **Assignment and other dealings**

25.1.1 Other than with the written consent of Janssen, none of AVAT or the Participating Member States may assign, transfer, mortgage, charge, or otherwise grant any other person any interest in, the whole or any part of the benefit of, or any of its rights or obligations or interests under, this Agreement; provided that AVAT and each Participating Member State may appoint UNICEF to perform certain services on its behalf in accordance with clause 2 without such consent.

25.1.2 Janssen may assign, transfer, mortgage, charge or grant to any of its Affiliates any interest in, the whole or any part of the benefit of, or any of its rights or obligations or interests under, this Agreement but shall otherwise require the written consent of AVAT to assign, mortgage, transfer, charge or otherwise grant any other person any interest in the whole or any part of the benefit of, or any of its rights or obligations or interests under, this Agreement.

25.1.3 Janssen may perform its obligations under this Agreement through any of its Affiliates, provided that Janssen remains bound by its contractual obligations and responsible for the implementation of this Agreement.

25.2 **Entire agreement**

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

25.2.2 Nothing in this clause 25.2 or this Agreement shall limit or exclude any liability or remedy for fraud or wilful misconduct or any liability to the extent such liability cannot be limited or excluded by applicable Law.

25.3 **Language**

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

25.4 **Variation**

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

25.5 **Severance**

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

25.5.2 To the extent it is not possible to delete or modify the provision, in whole or in part, under clause 25.5.1, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under this clause 25.5, not be affected.

25.6 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original and which together have the same effect as if each Party had signed the same document. The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and

shall have the same force and effect as an original signature. "Electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature or signatures affixed via e-signing platforms (such as Adobe Sign or DocuSign).

25.7 **No agency, joint venture or partnership**

Nothing contained in this Agreement shall constitute or be deemed to constitute an association, joint venture or partnership between the Parties and no Party shall be, or be construed to be, the agent of the other Party for any purpose or to have any authority to bind or incur any liability on behalf of the other Party, save as otherwise expressly provided in this Agreement.

25.8 **Waiver**

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

25.9 **Third party rights**

Subject to the rights of Indemnified Persons under clause 19, a person who is not a Party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

25.10 **Wilful Default**

Without prejudice to any other rights or remedies a Participating Member State may have, in the event of Wilful Default by Janssen of its obligations under this Agreement, such Participating Member State may bring a contractual claim for damages (including, as the case may be, a claim for refund of all or part of the Down Payments paid to Janssen) in the courts of competent jurisdiction and, in such case, nothing in this Agreement shall exclude or limit such Participating Member State's ability to request (as part of its claim for damages) to recover Down Payments which have been lost.

25.11 **Anti- Bribery and Corruption**

25.11.1 For the purposes of this clause 25.11: "Fraud and Corruption" shall collectively and individually mean:

(a) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; and

(b) any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(c) an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(d) impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(e) an obstructive practice that: (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Party's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of any Party's contractual rights of audit or access to information,

which: (1) in each case relates to or involves the subject matter of this Agreement and is in violation of applicable Law; and (2) in the case of clause (e) also further relates to or involves the conduct specified in these clauses 25.11.1(a) to (d).

25.11.2 Each Party shall:

(a) take reasonable measures to prevent Fraud and Corruption in connection with the performance of this Agreement, including, but not limited to: (i) adopting or having in place policies and procedures designed to prevent actions constituting fraud and corruption generally; and (ii) ensuring that all of its representatives involved with the performance of this Agreement are made aware of those policies and procedures;

(b) promptly report to the other Parties or, in the case of Janssen, to AVAT any Fraud and Corruption in connection with the performance of this Agreement that come to its attention;

(c) if it reasonably determines that any person or entity referred to in clause 25.11.2(a) above has engaged in Fraud and Corruption in connection with the performance of this Agreement, take timely and appropriate remedial action;

(d) use commercially reasonable efforts to include appropriate provisions in agreements made pursuant to or specifically in connection with this Agreement as may be required to give full effect to this clause 25.11;

(e) cooperate with any reasonable request for information from another Party in relation to credible allegations of Fraud and Corruption with respect to such other Party in connection with the performance of this Agreement; and

(f) upon being notified by any Party that any representative referred to in clause 25.11.2(a) has been declared ineligible by a World Bank Group entity, take reasonable steps to give effect to such declaration by, among other things, either removing such representative from all duties and responsibilities in connection with the performance of this Agreement or, where appropriate and if permitted under the relevant agreement, terminate its contractual relationship with such representative as soon as reasonably practicable,

provided that Janssen shall bear no liability, and shall not be in Material Breach of this Agreement, if the making Available or Delivery of AU Vaccine Doses cannot take place in

accordance with the Tentative Availability Schedule or the Final Availability Schedules as a result of Janssen terminating any agreement with a Third Party to give effect to the declaration under clause 25.11.2(f).

25.11.3 The provisions of this clause 25.11 do not limit any other rights, remedies or obligations of the Parties under this Agreement.

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

26.1 Governing law

This Agreement (including the agreement to arbitration in clause 26.2 below) and all matters relating to or in connection with it shall be governed by, and construed in accordance with, the Laws of England and Wales, without regard to any conflicts of law principles. The Parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods.

26.2 Dispute Resolution

26.2.1 In the event of any contractual or non-contractual dispute, controversy or claim arising out of or in connection with this Agreement (including any question regarding its existence, validity or termination) (a "**Dispute**"), the Dispute shall be referred to and finally resolved by arbitration under the LCIA Arbitration Rules (the "**Arbitration Rules**"), which Arbitration Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. AVAT and Janssen shall each nominate in the Request and the Response (both terms as defined in the Arbitration Rules), respectively, one co-arbitrator for appointment by the LCIA Court. If AVAT or Janssen fails to nominate a co-arbitrator in the Request or the Response, the selection and appointment of the co-arbitrator shall be made by the LCIA Court. The presiding arbitrator shall be jointly nominated by the two co-arbitrators for appointment by the LCIA Court. If the two co-arbitrators fail to reach agreement regarding a nomination within thirty (30) days of their appointment by the Court, the selection and appointment of the presiding arbitrator shall be made by the LCIA Court. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.

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

26.3 Waiver of sovereign immunity

The Participating Member State hereby expressly, unconditionally, and irrevocably waives, to the extent possible, in respect of itself and its assets, any right of immunity under the laws of any jurisdiction on the grounds of sovereignty or otherwise which may now or hereafter exist, whether immunity from service, from any legal or arbitral process, from jurisdiction of any court or arbitral tribunal, from attachment prior to judgment, in aid of execution or execution, or claim thereto, which may now or thereafter exist, and agrees not to assert any such right or claim in any legal or arbitral action or proceeding, whether in the United Kingdom or otherwise. This waiver includes but is in no way limited to waiving any right of sovereign immunity as to the Participating Member State and any of its property, regardless of the commercial or non-commercial nature of this property, including any bank account belonging to Participating Member State (whether held in the name of a diplomatic mission or otherwise) or bank accounts, belonging to the Participating Member State 's central bank

or other monetary authority. For the avoidance of doubt, the irrevocable waiver in this clause 26.3 includes a waiver of any right of sovereign immunity in respect of pre-judgment interim relief and post-judgment execution of any arbitral award, wherever such relief or execution is sought.

[Signatures appear on the next pages]

SIGNATURE PAGE TO ADVANCE PURCHASE AGREEMENT

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

EXECUTED by **JANSSEN PHARMACEUTICA NV**

acting by its duly authorised officer

Jaak Peeters

Role: J&J Special Envoy for Covid 19 Vaccine

Name: Jaak Peeters

SIGNATURE PAGE TO ADVANCE PURCHASE AGREEMENT

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

EXECUTED by **AFRICAN VACCINE ACQUISITION TRUST**

acting by its duly authorised signatory

Role: Trustee of the African Vaccine Acquisition Trust

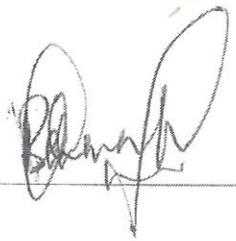
Name: Mr Strive Masiyiwa

SIGNATURE PAGE TO ADVANCE PURCHASE AGREEMENT

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

EXECUTED by **AFRICAN EXPORT-IMPORT BANK**

acting by its duly authorised officer



Role: President of African Export-Import Bank

Name: Professor Benedict Oramah

EXHIBIT A

AFRICAN UNION MEMBER STATES

#	*African Union Member State*	*Eligible for GAVI's Advance Market Commitment?*
1.	Republic of Angola	Yes
2.	Republic of Burundi	Yes
3.	Republic of Benin	Yes
4.	Burkina Faso	Yes
5.	Republic of Botswana	No
6.	Central African Republic	Yes
7.	Republic of Côte d'Ivoire	Yes
8.	Republic of Cameroon	Yes
9.	Democratic Republic of the Congo	Yes
10.	Republic of the Congo	Yes
11.	Union of the Comoros	Yes
12.	Republic of Cabo Verde	Yes
13.	Republic of Djibouti	Yes
14.	People's Democratic Republic of Algeria	Yes
15.	Arab Republic of Egypt	Yes
16.	State of Eritrea	Yes
17.	Federal Democratic Republic of Ethiopia	Yes
18.	Gabonese Republic	No
19.	Republic of Ghana	Yes
20.	Republic of Guinea	Yes
21.	Republic of The Gambia	Yes
22.	Republic of Guinea-Bissau	Yes
23.	Republic of Equatorial Guinea	No
24.	Republic of Kenya	Yes
25.	Republic of Liberia	Yes
26.	State of Libya	No
27.	Kingdom of Lesotho	Yes
28.	Kingdom of Morocco	Yes
29.	Republic of Madagascar	Yes
30.	Republic of Mali	Yes
31.	Republic of Mozambique	Yes
32.	Islamic Republic of Mauritania	Yes
33.	Republic of Mauritius	No
34.	Republic of Malawi	Yes
35.	Republic of Namibia	No
36.	Republic of the Niger	Yes
37.	Federal Republic of Nigeria	Yes
38.	Republic of Rwanda	Yes
39.	Republic of the Sudan	Yes
40.	Republic of Senegal	Yes
41.	Republic of Sierra Leone	Yes
42.	Federal Republic of Somalia	Yes
43.	Republic of South Sudan	Yes

#	*African Union Member State*	*Eligible for GAVI's Advance Market Commitment?*
44.	Democratic Republic of São Tomé and Príncipe	Yes
45.	Kingdom of Eswatini	Yes
46.	Republic of Seychelles	No
47.	Republic of Chad	Yes
48.	Togolese Republic	Yes
49.	Republic of Tunisia	Yes
50.	United Republic of Tanzania	Yes
51.	Republic of Uganda	Yes
52.	Republic of South Africa	No
53.	Republic of Zambia	Yes
54.	Republic of Zimbabwe	Yes
55.	Sahrawi Arab Democratic Republic	Other

EXHIBIT B

AVAILABILITY SCHEDULE

Initial Vaccine Volume Final Availability Schedule

Janssen shall Deliver to the Participating Member State allocations of the Initial Vaccine Volumes after Regulatory Approval, and subject to the terms and conditions of this Agreement, as follows:

Expected Calendar Quarter(s) of Availability	***Number of Vaccine Doses per Quarter***	***Number of Vaccine Doses Cumulative***
Q3 (July – September) 2021	15 million (tentatively 5 million in August and 10 million in September)	15 million
Q4 (October – December) 2021	20 million	35 million

Tentative Availability Schedule for Further Vaccine Volumes

Janssen tentatively expects to be able to Deliver to the Participating Member State allocations of the Further Vaccine Volumes after Regulatory Approval, and subject to the terms and conditions of this Agreement, as follows:

Expected Calendar Quarter(s) of Availability	***Number of Vaccine Doses per Quarter***	***Number of Vaccine Doses Cumulative***
H1 (January - June) 2022	70 million	105 million
Q3 (July – September) 2022	115 million	220 million

Notes and Assumptions:

- Commencement of supply is dependent on local quality release by local competent authorities, and is based on current status of regulatory approvals globally and process and timing for local quality release by local competent authorities. Should certain jurisdictions obtain regulatory

approval prior to or later than the current assumptions or should the current expectations regarding process and timing for local quality release by local competent authorities prove to be incorrect, the foregoing allocation may be subject to change.

- The foregoing assumes that all contemplated Janssen manufacturing capacity produces at expected volumes and that the jurisdictions of production allow free export of raw materials, the COVID Vaccine or the Vaccine Candidate. Should one or more facilities (or portions thereof) fail to come online as expected or should there be any issues with export or transport, this allocation may be subject to change.

- The timing reflected in the above table assumes that the Vaccine Doses will be released for sale based solely on Janssen's standard requirements. If importation or sale of the Vaccine Candidate is subject to additional local release testing or other requirements, delivery of the Vaccine Doses may take longer than the schedule set forth above.

EXHIBIT C

NO FAULT COMPENSATION SYSTEM

The Participating Member State has established and shall maintain the No Fault Compensation System in accordance with the following minimum requirements:

1 No-Fault Compensation System (also referred to in this Exhibit C as the "System"):
a. Victims should only be required to demonstrate a causal link between the COVID Vaccine and the relevant damages, without the need to prove negligence, fault or product defect.
b. Victims should be required to demonstrate causation by a preponderance of the evidence (or a similar evidentiary standard).
2 Administrative structure
a. A system should be administered by a public administrative body.
b. System should include an adequate public funding mechanism but additional financing sources can be added.
3 Governance structure
a. Administrative bodies should include representation from diverse stakeholders.
b. Decision making panels should be composed of experts with clearly defined requirements (medical, legal).
4 Covered vaccines
a. Systems should cover injuries resulting from Covid-19 vaccines. Systems may cover injuries from other classes of vaccines as well, but the funding needs to be separate for Covid-19 vaccines.
b. Applicants can be anyone who has been administered a Covid-19 vaccine in the Territory.
5 Covered damages
a. System should cover a reasonably broad class of damages, including death, injury, disability, pain and suffering, and other forms of economic and noneconomic loss resulting from the injury.
b. Minor injury and resulting damages should not be covered.

6 Compensation
a. The level of compensation offered by the System, as supplemented by other governmental arrangements (e.g., social security programs), should be sufficient to provide long-term relief to victims.
b. Compensation could be tariff-based, consistent with the level of compensation as per 6a.
7 Accessible and Efficient Procedures
a. System should use simple and easily available intake forms.
b. Bringing claims should not require legal assistance.
c. Bringing claims should be free of charge.
d. The review and decision-making process should be well-defined and easily understood by victims.
e. System should have reasonably efficient timelines for processing claims and rendering decisions.
f. System should allow victims to appeal decisions within the compensation system and finally through a court system (adequate legal remedies), with such appeal being directed against the compensation system (not against the manufacturer or any other party).
g. The Participating Member State should implement strategies to ensure broad public awareness of their compensation system.
h.The system needs to be properly resourced (personnel, funding, organization) and have the proper infrastructure, in particular, IT, to handle the case load.
8 Transparency
a. System should include formal, well-defined transparency measures, such as mandatory annual reports and/or requirements to regularly provide public access to system information (e.g., claims received, claims excepted, and compensation amounts).

EXHIBIT D

NONCONFORMING VACCINE VOLUME

Section 1.01. Defective COVID Vaccine. All COVID Vaccine Delivered to the Participating Member State under this Agreement may be inspected by the Participating Member State by means of (i) a customary visual inspection of the shipment (without opening secondary packaging) and (ii) by consulting the certificate of analysis accompanying such COVID Vaccine. If any of such inspections referenced above under (i) and (ii) reveal that any COVID Vaccine Delivered to the Participating Member State does not meet the Product Warranty or Specifications (any such COVID Vaccine being the "**Nonconforming COVID Vaccine**"), the Participating Member State may reject such Nonconforming COVID Vaccine by delivering a written notice (a "**Rejection Notice**") to Janssen describing, in reasonable detail, the alleged nonconformity and, if requested by Janssen, providing sample(s) of the alleged Nonconforming COVID Vaccine. If the Participating Member State does not deliver a Rejection Notice within (a) in the case of a visible defect, five (5) Business Days after Delivery of such COVID Vaccine or (b) in the case of a defect not detectable through initial customary visual inspection, within ten (10) Business Days after the date UNICEF (as nominee) or the Participating Member State discovered or should have reasonably discovered such nonconformity, the received COVID Vaccine shall be deemed to be in compliance with the Specifications or not in breach of the Product Warranty (as applicable) and accepted by the Participating Member State.

Section 1.02. Janssen's Right to Verify Nonconforming COVID Vaccine. Following receipt of a Rejection Notice pursuant Section 1.01 above, Janssen will have ten (10) Business Days to inspect the Nonconforming COVID Vaccine and make a reasonable assessment of the alleged nonconformance, provided that the Participating Member State has provided Janssen with appropriate sample(s) of the Nonconforming COVID Vaccine or such other reasonably available evidence Janssen may reasonably specify. If Janssen agrees that any Delivery contains Nonconforming COVID Vaccine and that such non-conformance was caused by Janssen or any of Janssen's suppliers or subcontractors, Janssen shall either (i) replace such Nonconforming COVID Vaccine as soon as commercially practicable at no additional charge to AVAT or the Participating Member State or (ii) refund AVAT or the Participating Member State the applicable Price paid by AVAT to Janssen for the Nonconforming COVID Vaccine. Any such replacement and reimbursement to which Janssen is obliged in accordance with the foregoing shall constitute Janssen's sole and exclusive liability for such Nonconforming COVID Vaccine and AVAT, and the Participating Member State waives any and all other remedies it may be entitled to under applicable Laws.

Section 1.03. Disagreements Regarding Nonconforming COVID Vaccine.

(a) Independent Third Party Laboratory. If Janssen disagrees with the Participating Member State's determination that certain COVID Vaccine Delivered is a Nonconforming COVID Vaccine, then Janssen shall promptly notify the Participating Member State thereof and, if the relevant Parties are unable to resolve such disagreement within a five (5) Business Days period after delivery of such notice and the Participating Member State still allege that such COVID Vaccine Delivered, as applicable, is Nonconforming COVID Vaccine, then sample(s) of such COVID Vaccine Delivered shall be submitted for testing to a qualified independent Third Party laboratory mutually agreed to by Janssen and the relevant Participating Member State ("**Third Party Lab**"), for analytical testing to verify the COVID Vaccine Delivered conformance to the Specifications.

(b) Resolution Process. The determination of such Third Party Lab with respect to all or part of such COVID Vaccine Delivered being a Nonconforming COVID Vaccine or not, shall be final and binding on the Parties, absent manifest error. All costs, fees and expenses of the Third Party

Lab testing, as well as any freight and disposition costs of the COVID Vaccine and samples sent to the Third Party Lab, and related dispute resolution costs (collectively, "**Third Party Lab Fees**"), shall be paid as follows:

(i) In the event the Third Party Lab determines the COVID Vaccine Delivered not to be Nonconforming COVID Vaccine, (a) all Third Party Lab Fees shall be paid by the Participating Member State and (b) the Participating Member State shall accept the applicable Delivery of and, if it has not already done so, pay the applicable Price for such COVID Vaccine, as applicable.

(ii) In the event the Third Party Lab determines the COVID Vaccine Delivered to be Nonconforming COVID Vaccine and such laboratory determines that such non-conformance was caused by Janssen prior to the Delivery of the relevant COVID Vaccine to the Participating Member State, (a) all Third Party Lab Fees shall be paid by Janssen and (b) Janssen shall, at Janssen's election, either replace such Nonconforming COVID Vaccine as soon as commercially practicable at no additional charge to AVAT or the Participating Member State or refund AVAT the applicable Price paid by AVAT to Janssen for the Nonconforming COVID Vaccine.

(iii) In the event (i) the Third Party Lab cannot determine if the COVID Vaccine Delivered is a Nonconforming COVID Vaccine, or (ii) the COVID Vaccine Delivered is a Nonconforming COVID Vaccine, but the Third Party Lab cannot determine the cause of such non-conformance; (a) all such Third Party Lab Fees shall be equally borne by the Participating Member State and Janssen and (b) the Participating Member State shall accept the Delivery of and, if it has not already done so, AVAT shall pay the Price for such COVID Vaccine, as applicable.

(iv) In the event the Third Party Lab determines (i) the COVID Vaccine Delivered to be Nonconforming COVID Vaccine and (ii) such non-conformance was caused by the Participating Member State or any of the Participating Member State 's contractors, or (b) improper handling after the Delivery, then (x) all Third Party Lab Fees shall be borne by the Participating Member State and (y) the Participating Member State shall accept the Delivery of and, if it has not already done so, AVAT shall pay the Price for such COVID Vaccine, as applicable.

Section 1.04. Handling of Rejected COVID Vaccine. The relevant Participating Member State shall not destroy, and shall be required to keep and store in accordance with cGMP and GDP, any allegedly Nonconforming COVID Vaccine until (i) it receives written notification from Janssen that Janssen does not dispute that the COVID Vaccine Delivered is Nonconforming COVID Vaccine; (ii) following completion of the resolution process set forth in Section 1.03(b), where such COVID Vaccine Delivered is determined by the Third Party Lab to be Nonconforming COVID Vaccine and (A) it receives written notification from Janssen that Janssen does not desire return of such Nonconforming COVID Vaccine, (B) it receives written authorization from Janssen to destroy such Nonconforming COVID Vaccine, or (C) it receives no notice, authorization or other instruction from Janssen regarding such Nonconforming COVID Vaccine within ten (10) Business Days following such completion of the resolution process pursuant to Section 1.03(b); or (iii) following completion of the resolution process set forth in Section 1.03(b), where the COVID Vaccine Delivered is determined by the Third Party Lab not to be Nonconforming COVID Vaccine, it elects to do so in its sole discretion. Upon the occurrence of any of the foregoing events under (i) through (iii), the Participating Member State shall destroy or have destroyed such Nonconforming COVID Vaccine promptly and provide Janssen with certification of such destruction. The expense of such destruction shall be borne (1) by Janssen in the event that Janssen does not dispute that the COVID Vaccine is Nonconforming COVID Vaccine or (2) in the event the relevant Parties resort to the resolution process, by the Party responsible to pay for the Third Party Lab Fees as described in Section 1.03(b).

Section 1.05. Recalls.

(a) In the event of an actual or threatened Recall of COVID Vaccine required or recommended by a Regulatory Authority within a Participating Member State, or if a Recall of COVID Vaccine is reasonably deemed advisable by the Participating Member State, or jointly deemed advisable by Janssen and such Participating Member State due to the COVID Vaccine that is subject of such Recall being determined to be a Nonconforming COVID Vaccine pursuant Sections 1.01 to 1.03 above, such Recall shall be promptly implemented and administered by such Participating Member State in a manner which is appropriate and reasonable under the circumstances and in conformity with applicable regulatory requirements (accepted trade practices). Janssen shall assist such Participating Member State as requested by such Participating Member State to ensure a timely, accurate and complete Recall. The aggregate out-of-pocket expenses of such Recall shall be borne by (i) such Participating Member State where its acts or omissions resulted in the need for the Recall; or (ii) Janssen where its acts or omissions resulted in the need for the Recall, or (iii) equally by such Participating Member State and Janssen where each Party's acts or omissions resulted in the need for the Recall.

(b) Janssen and the Participating Member State shall keep each other fully and promptly informed of any notification, event or other information, whether received directly or indirectly, which might reasonably affect the marketability, safety or effectiveness of COVID Vaccine or might reasonably result in a Recall of COVID Vaccine by a Regulatory Authority.

(c) In the event of any Recall, other than to the extent caused by the Participating Member State's, the Participating Member State's sub-contractors' (including UNICEF's) or the Participating Member State customers' handling of the COVID Vaccine following the Delivery thereof, Janssen shall, at the election of Janssen, either (i) replace such Nonconforming COVID Vaccine subject to the Recall as soon as commercially practicable at no additional charge to the Participating Member State or (ii) refund the Participating Member State the applicable Price paid by the Participating Member State to Janssen for the Nonconforming COVID Vaccine subject to a Recall.

(d) Notwithstanding the final sentence of Section 1.05(a), in the event of any Recall caused by the Participating Member State's, the Participating Member State's sub-contractors' or the Participating Member State customers' handling of the COVID Vaccines following the Delivery thereof, the Participating Member State shall pay Janssen's reasonable out-of-pocket expenses incurred in connection with such Recall in accordance with this Section.

For the purpose of this Section 1.05, "**Recall**" means a recall, correction or market withdrawal relating to COVID Vaccine and shall include any post-sale warning or mailing of information.

EXHIBIT E

QUALITY REQUIREMENTS

The table below defines the roles and responsibilities between Janssen and the Participating Member State, as applicable, (for the purpose of this **Exhibit E**, the "**GP**") with respect to compliance with applicable quality assurance requirements in respect of AU Vaccine Doses and the COVID Vaccine in each Participating Member State.

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

Do not sell, trade or donate any expired COVID Vaccine to anyone. Expired COVID Vaccine are not to be used as sales samples		X
3. Facilities and Equipment	**Janssen**	**GP**
Ensure sufficient space, suitable and adequate premises, installations and equipment, so as to ensure proper storage and handling of the Vaccine Volume according to specifications at all times. Premises and facilities must comply with all regulations for performing all agreed activities, including Good Distribution Practices.		X
4. Field Actions	**Janssen**	**GP**
Provide final decision and authority to initiate any field action.	X	
Provide all communications to the competent authority related to field actions.	X	
Assist, adhere to and execute all requested actions from Janssen in a timely manner related to field actions.		X
5. Cold Chain	**Janssen**	**GP**
Ensure that it and any and all of its government entities and contractors involved in receiving, handling, storage, distribution, delivery and similar actions with the COVID Vaccine have appropriate procedures in place (incl. training and monitoring) to effectively handle (i) cold chain products in compliance with the prescribed conditions and requirements and (ii) temperature excursions that may occur. These procedures shall include: (a) promptly upon receipt, checking the temperature datalogger accompanying each shipment of COVID Vaccine for potential temperature excursions that may occur; (b) where a temperature alarm is visible on the display of the datalogger accompanying a shipment of COVID Vaccine, ensuring a prompt download of the temperature recording and data from the datalogger (the "**Temperature Data**"); and (c) promptly report to Janssen any such temperature alarm and Temperature Data, and subsequently follow Janssen's instructions in respect to the use of the COVID Vaccine. <u>Note to Participating Member State</u> : - the temperature datalogger will be provided by Janssen in its shipment of COVID Vaccines, and the procedures in (a) to (c) reflect actions to be taken at the moment of Delivery of the COVID Vaccine. - After Delivery, the Participating Member State must ensure it has appropriate procedures in place to handle cold chain products and temperature excursions that may occur. The Participating Member State shall provide to Janssen an overview of its cold chain procedures and will consider any adjustments or additions to such procedures as may be reasonably requested by Janssen as part of the operational discussion platform referred to in clause 16.		X

Ensure that any COVID Vaccine for which cold chain requirements have not been maintained or met at any point in time following Delivery are appropriately disqualified and labelled to ensure such products are not administered to individuals. Take all necessary measures to prevent diversion of disqualified COVID Vaccine, obtain and keep destruction certificates as required by applicable law, provide Janssen with such destruction certificates promptly upon request by Janssen		X
6. Complaint Handling	**Janssen**	**GP**
Report all the available information to Janssen within 24 hours of becoming aware of any product complaint in relation to COVID Vaccine.		X

EXECUTED by **JANSSEN**

acting by its duly authorised officer .....

Responsible Pharmacist

.....

Name

EXHIBIT F

AMC MEMBER STATE INDEMNIFICATION

1. INDEMNIFICATIONS

1.1 Indemnity

1.1.1 Subject to paragraph 1.2, the AMC Member State shall indemnify and hold harmless each Indemnified Person against all Losses incurred by that Indemnified Person arising out of or in connection with any Claim. Such indemnification will be available regardless of where the COVID Vaccine is administered or where the Claim is brought.

1.2 Exceptions

1.2.1 Paragraph 1.1 shall not apply to any Claims which arise out of or in connection with, and in each case to the extent directly caused by:

(a) an Adjudicated material breach of current Good Manufacturing Practice (as applied at the time of manufacture) before certification of batch-release of the COVID Vaccine for export, leading to a Quality Defect in the COVID Vaccine; or

(b) the Adjudicated Wilful Misconduct of an Indemnified Person relating to the development, manufacture, use or administration of the COVID Vaccine.

1.2.2 For the purpose of Paragraph 1.2 "**Quality Defect**" shall mean a product quality defect resulting in an adverse impact on human health where the COVID Vaccine no longer possesses the quality attributes for it to be considered fit for its intended medical use, according to the product quality specifications and requirements of the marketing authorisation or the terms of the WHO pre-qualification procedure, having particular regard to the main principles described in the WHO guidelines on good manufacturing practices for pharmaceutical products.

2. CONDUCT OF INDEMNITY CLAIMS

2.1.1 The Indemnified Person shall notify the AMC Member State as soon as reasonably practicable in writing of any Indemnified Claim of which it is aware, stating the nature and basis of the Indemnified Claim and the maximum estimated amount of damages to the extent known (which estimate may be updated from time to time), provided that the failure to provide such notice shall not relieve the AMC Member State of its indemnification obligations under Paragraph 1.1, except to the extent such failure prejudices the defence of such Indemnified Claim.

2.1.2 Upon such notification, the AMC Member State shall promptly assume conduct and control of the defence of such Indemnified Claim provided however, that the AMC Member State shall reasonably take into consideration the interests of the Indemnified Person, provide reasonable advance notice in writing of any proposed compromise or settlement of any Indemnified Claim and in no event may the AMC Member State compromise or settle any Indemnified Claim without the Indemnified Person's prior written consent, such consent not to be unreasonably withheld.

2.1.3 The Indemnified Person shall reasonably cooperate with the AMC Member State in connection with the defence of any Indemnified Claim including providing all reasonable assistance in support of any such defence or action and shall not make any admission or take any other action which might be prejudicial to the conduct of the proceedings without the express prior written consent of the AMC Member State (such consent not to be unreasonably withheld), save that the Indemnified Person shall not be required to consult with, or obtain consent from, the AMC Member State before taking steps to comply with applicable laws and/or regulations in any jurisdiction, including requirements imposed by a regulatory authority. The AMC Member State will: (i) keep the Indemnified Person informed of all material developments in relation to the Indemnified Claim; and (ii) consult with the relevant Indemnified Person on the conduct of the litigation or negotiations.

2.1.4 Each Indemnified Person shall have the right to retain its own counsel to advise it in connection with and to assist it in cooperating with the AMC Member State's defence of any Indemnified Claim.

2.1.5 Notwithstanding the foregoing, the Indemnified Person may elect to assume control of the defence of an Indemnified Claim:

(a) at any time within thirty (30) days of the Indemnified Person's notice to the AMC Member State of the Indemnified Claim; or

(b) at any time, in the Indemnified Person's sole discretion, if (i) the AMC Member State fails to timely assume the defence of or reasonably defend such Indemnified Claim(s) to the satisfaction of the Indemnified Person; or (ii) acting reasonably, the Indemnified Person believes in good faith that a bona fide conflict exists between the Indemnified Person and the AMC Member State with respect to an Indemnified Claim.

2.1.6 Upon written notice of such election, the Indemnified Person shall have the right to assume control of such defence and the AMC Member State shall pay (as incurred and on demand) all Losses incurred by the Indemnified Person in connection with the Indemnified Claim. In respect of any such claims, the Indemnified Person shall (i) keep the AMC Member State informed of all material developments in relation to the Indemnified Claim; and (ii) consult regularly with the AMC Member State and its legal representatives, including in advance in relation to all material and/or strategic decisions. In all events, the AMC Member State shall reasonably cooperate with the Indemnified Person in the defence, settlement or compromise of the Indemnified Claim. In no event may the Indemnified Person compromise or settle any Indemnified Claim without the AMC Member State's prior written consent, such consent not to be unreasonably withheld.

3. REIMBURSEMENT OF LOSSES

The AMC Member State shall reimburse Losses incurred by an Indemnified Person in respect of an Indemnified Claim on a quarterly basis, provided that at least one month in advance of each quarterly date the Indemnified Person has shared with the AMC Member State reasonably satisfactory evidence of those Losses.

4. DEFINITIONS

For the purposes of this **Exhibit F**, the following terms shall have the following meanings:

4.1.1 "**Adjudicated**" means a binding determination by:

(a) a court or tribunal; or

(b) in respect of Paragraph 1.2 only, the competent regulatory authority in the EU, US or the country(ies) of COVID Vaccine manufacture,

in each case, of competent jurisdiction;

4.1.2 "**Claim**" means any claim, demand, action or proceeding (including claims for loss of property, business interruption or economic losses) arising out of or in connection with death or personal injury (including physical, mental and emotional injury, illness and disability) caused by:

(c) the use or administration of the COVID Vaccine; or

(d) the ineffectiveness of the COVID Vaccine,

whether such claim, demand, action or proceeding is brought by a patient or by any other third party;

4.1.3 "**Indemnified Claim**" means a claim in respect of which the AMC Member State has an obligation to indemnify the Indemnified Persons pursuant to paragraph 1.1;

4.1.4 "**Indemnified Persons**" means the Janssen and any of Janssen's Affiliate, and their respective officers, directors, employees and representatives;

4.1.5 "**Losses**" means any awards, costs, claims, damages, demands and expenses, including reasonable legal fees and costs, judgments, penalties, fines, or settlements but excluding any loss of profits, loss of goodwill, loss of share value and/or loss of business opportunity of the relevant Indemnified Person;

4.1.6 "**Wilful Misconduct**" means a wrongful act or omission by a party where at the time of that act or omission that party knew that loss or harm would arise from its acts or omissions and such act or omission was taken with the intent of causing such loss or harm.

EXHIBIT G

OTHER MEMBER STATE INDEMNIFICATION

1. The Other Member State shall indemnify and hold harmless Janssen, its Affiliates, sub-contractors and sub-licensees, all of its partners and Third-Party contractors involved in or otherwise contracted for the design, research, development (including pre-clinical and clinical testing), manufacturing (including contract manufacturers), packaging and labelling (including warnings), procurement, storage, distribution and deployment of the COVID Vaccine, as well as its and their respective officers, directors, employees and other agents and representatives (together, the "**Indemnified Persons**") from any and all Losses suffered or incurred by, or against, the Indemnified Persons in connection with any demands, claims, actions or proceedings of any kind:

   (a) involving, relating to, or arising out of or in connection with the COVID Vaccine (including, and regardless of whether the alleged cause of the damage originates from, the design, research, development, testing, manufacture, labelling, packaging, sale, procurement, delivery, deployment, distribution, storage, administration, effects and/or use of the COVID Vaccine); and

   (b) brought or initiated by or on behalf of:

      (i) the Other Member State or any state, provincial, municipal, local or regional governments or competent public authorities within the territory of such Other Member State, or any of its or their respective agencies, departments, ministries, bodies, governments (local, regional or federal) or other public authorities of any kind; or

      (ii) a Vaccinated Individual whose Residence is in the territory of such Other Member State (irrespective of the nationality, citizenship or country of origin or incorporation of such Vaccinated Individual); or

      (iii) a Vaccinated Individual who has been administered the COVID Vaccine in the territory of such Other Member State (even if such Vaccinated Individual's Residence is not in such territory); or

      (iv) any other person in the courts of competent jurisdiction of the territory of such Other Member State, including within any state, province, municipality or locality thereof.

2. The indemnification right under paragraph 1 will not be available to the Indemnified Persons to the extent that their Losses result directly from the Adjudicated Wilful Misconduct or Adjudicated Failure to comply with cGMP of such Indemnified Persons.

3. If any person makes a claim or initiates a demand, claim, action or proceeding (or notifies in writing an intention to do so) against an Indemnified Person which, in the reasonable opinion of Janssen is considered likely to result in indemnification under paragraph 1 above (a "**Claim**"), Janssen shall:

   (a) as soon as reasonably practicable, give written notice of the Claim to the Other Member State, specifying the nature of the Claim in reasonable detail (insofar as

available), provided that the failure to promptly provide such notice shall not relieve the Other Member State of its indemnification obligations under paragraph 1; and

(b) in Janssen's sole discretion:

(i) either take such actions as it may consider reasonable and appropriate to avoid, dispute, compromise or defend the Claim (with all related costs, fees and expenses, as well as Losses, to be paid by the Other Member State), provided that Janssen may settle the Claim only with the prior consent of the Other Member State (such consent not to be unreasonably withheld, conditioned or delayed); or

(ii) require the Other Member State to assume (with its own counsel and at its own costs) sole control of the defence or settlement of the Claim and substitute, where possible under applicable Law, the Participating Member State as the defendant; provided that in such case:

(1) the Participating Member State shall reasonably take into consideration the interests (commercial, corporate, reputational or other) of Janssen and shall not conclude any agreement or make any compromise or settlement with any person in relation to such Claim without the prior written consent of Janssen (such consent not to be unreasonably conditioned, withheld or delayed); and

(2) Janssen shall have the right, but not the obligation, to participate in the defence or settlement of the Claim and to retain its own counsel in connection with such Claim; and

(3) Janssen shall provide assistance and information reasonably required by the Other Member State in the defense of the Claim (at the expense of the Other Member State), provided that (a) any information reasonably considered by Janssen as confidential or proprietary information shall be provided by it only if and when satisfactory confidentiality arrangements are put in place, and (b) under no circumstances shall Janssen provide any information (including trade secrets) which it reasonably believes would cause material harm to it or other Indemnified Persons if disclosed.

4. The Other Member State's obligation to indemnify the Indemnified Persons for Claims under clause paragraph 1 is not subject to a financial limitation or maximum, nor is it limited by the number of indemnifiable Claims brought against the Indemnified Persons.

5. It is the intention of the Other Member State to constitute Janssen as a trustee for and agent of the Indemnified Persons that are not party to this Agreement of the covenants of the Other Member State contained in paragraph 1 to 4 above and the Other Member State agrees that Janssen may enforce the indemnity covenants of the Other Member State contained in paragraph 1 to 4 above for and on behalf of each applicable Indemnified Person and, in such event, the Other Member State will not, in any proceeding to enforce the indemnity by or on behalf of the applicable Indemnified Persons, assert any defense thereto based on the absence

of authority or consideration or privity of contract and irrevocably waives the benefit of any such defense.

6. For the purposes of this **Exhibit G**, the following terms shall have the following meanings:

6.1 "**Adjudicated**" shall mean a final determination by a court of competent jurisdiction, in respect of which the time for filing an appeal has expired or all appeals have been exhausted;

6.2 "**Failure to comply with cGMP**" shall mean a failure of compliance with the cGMP rules directly causing death or serious physical injury or illness of a Vaccinated Individual;

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

6.4 "**Vaccinated Individual**" means any individual who has been administered the COVID Vaccine (or, as the case may be, any individual, group, entity or organization purporting to represent, act on behalf of, recover for or in respect of, or seek damages with respect to, any such individual or group of such individuals); and

6.5 "**Wilful Misconduct**" shall mean an act or omission that is taken (i) with intentional disregard of a known risk in the manufacture of the COVID Vaccine that is so great as to make it highly probable that the harm will outweigh the benefit, (ii) without legal or factual justification, and (iii) with the intent of achieving a wrongful purpose (it being understood, however, that any action consistent with rules or guidance set out by the Other Member State, any governmental authority or any other government (be it state, provincial, municipal, local or regional) in the Territory, or any public agency, body or other public or regulatory authority in the Territory, and any action, test or results disclosed to a regulatory authority as a part of receiving regulatory approval for the COVID Vaccine in the Territory, shall not be considered to be Wilful Misconduct).

EXHIBIT H

DEED OF ADHERENCE

This Deed of Adherence is made and entered into on the _____ (the "**Accession Date**")

BY

[•] (the "**Participating Member State**"), represented for the purposes of signing this specific Deed of Adherence by the authorised signatory set out below.

WHEREAS, Janssen, AVAT, and the Guarantor entered into an Advance Purchase Agreement for the purchase and supply of the Vaccine Volume, dated 28 March 2021 (the "**APA**");

WHEREAS, Janssen, AVAT, and the Guarantor acknowledged and agreed that the Vaccine Volume supplied under the APA shall be provided to any Member State named in **Exhibit A**, provided that such Member State delivers and executes a completed Deed of Adherence in this form in order to accede to the APA;

WHEREAS, the Participating Member State wishes to receive an allocation of the Vaccine Volume from Janssen in accordance with the terms and conditions of the APA; and

WHEREAS, Janssen has agreed to supply the allocated Vaccine Volume to Participating Member States in accordance with the APA.

NOW THEREFORE, the Participating Member State, and Janssen agree as follows:

1. Subject matter

1.1 This Deed of Adherence is entered into as contemplated by clause 3 of the APA for the supply and delivery of the Vaccine Volume.

1.2 This Deed of Adherence is an integral part of the APA and the terms and conditions of the APA are incorporated into this Deed of Adherence by reference.

1.3 Capitalised terms that are used but not otherwise defined herein shall have the meaning for such capitalised terms set forth in the APA.

1.4 By execution of this Deed of Adherence, the undersigned Participating Member State shall be a Party to the APA in respect of its allocation of the Vaccine Volume (for clarity, including any AU Vaccine Doses re-sold, donated or otherwise distributed pursuant to clause 11.5(b) of the APA).

2. Effective date

2.1 This Deed of Adherence shall become effective on the above Accession Date.

3. Participating Member State obligations

3.1 With effect from the Accession Date, the Participating Member State hereby agrees to accede to the provisions of the APA and shall have the rights and obligations set out in respect of a 'Participating Member State' thereunder subject to and in accordance with the provisions of the APA.

4. Notices

4.1 Any notice given under this Deed of Adherence shall be in writing in English, shall refer to the APA and this Deed of Adherence and shall be sent by either pre-paid recorded first class post/pre-paid airmail or courier to the principal office or registered office of the recipient or by electronic transmission to the addresses set forth below:

Full name:

Function:

Name of Participating Member State:

Full official address:

E-mail:

or to such other addresses as the Participating Member State shall designate by notice, similarly given, to the other Parties. Notices or written communications shall be deemed to have been sufficiently made or given: (i) if mailed, fourteen (14) days after being dispatched by mail, postage prepaid; (ii) if by international air courier, seven (7) days after delivery to the international air courier company; or (iii) if by electronic transmission, at the time of transmission if delivered by email unless the sending party receives an automatic notification that the email has not been successfully delivered.

5. Governing Law

5.1 This Deed of Adherence and all matters relating to or in connection with it shall be governed by, and construed in accordance with, the Laws of England and Wales, without regard to any conflicts of law principles.

IN WITNESS WHEREOF, the Participating Member State has caused this Deed of Adherence to be executed by its duly authorised representative and made effective and delivered on the Accession Date specified hereinabove:[1]

EXECUTED AND DELIVERED AS A DEED

For and on behalf of

[*PARTICIPATING MEMBER STATE*]

Signature:

Name:

Designation:

Witness:

Signature:

Name:

Designation:

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1 [*Note to draft:* Execution formalities to be updated, if necessary, to reflect requirements for execution as a deed by the relevant Member State.]

EXHIBIT I

DELIVERY REQUIREMENTS[2]

I. Rationale for Janssen's delivery requirements

In response to the COVID pandemic, Janssen has mobilized a tremendous amount of effort and resources to develop (and now deliver) a COVID-19 vaccine at a so far unprecedented pace. In particular, the current supply chain has been set-up to answer this specific pandemic situation, fostering simplicity and standardization in order to ensure a speedy, global and equitable supply availability while respecting strict safety, quality and cost principles.

To achieve this overarching goal to help address the pandemic, a number of principles must be taken into account in the allocation, ordering and delivery process of the AU Vaccine Doses to Participating Member States.

II. Overview of key delivery requirements / constraints

a) Units of Measurement

The current product repartition per Unit of Measure ("**UoM**") is the following:

UoM	Vial	Box/Carton	Shipper	Pallet	Batch
Number of Vaccine Doses	5	50	2,400	151,200	1.25 to 1.5 million *

** Due to variation in manufacturing yield*

- Vaccine Doses will be contained in vials (each vial will comprise 5 Vaccine Doses).
- Vials will be contained in boxes/cartons, each box/carton comprising 10 vials or 50 Vaccine Doses).
- Boxes will be contained in shippers, each shipper comprising 48 boxes or 2,400 Vaccine Doses.
- Shippers will be contained in pallets, each pallet comprising 63 shippers or 151,200 Vaccine Doses.
- Pallets will be contained in batches, with each batch ranging in size from approx. 1.25 million Vaccine Doses to approx. 1.5 million Vaccine Doses (1 batch corresponding to 8 pallets) (note: this range is due to variation in manufacturing yield).

b) Label pairing

Janssen has developed 2 distinct global Label's in respect of the Vaccine Doses:

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[2] The Delivery Requirements set out in this Exhibit I have been prepared by Janssen. Due to the timetable for signing this Agreement, AVAT has not had sufficient time to consult UNICEF on them. Accordingly, it is acknowledged that while it may not be feasible to change them, AVAT and Janssen will discuss in good faith through the Operational Discussion Platform any feedback which AVAT receives from UNICEF thereon and which it wishes to discuss with Janssen.

- one Label with shipment and storage of the Vaccine Doses at -20°C (the "**-20°C Label**"); and
- one Label with shipment and storage of the Vaccine Doses at 2-8°C (the "**2-8°C Label**").

Participating Member States will be paired by Janssen to one (and only one) of these 2 global Labels in application of the Pairing Principles (as described below), and Vaccine Doses will be delivered in accordance therewith.

The following principles will apply in this respect (the "**Pairing Principles**"):

- **As a general principle**, the standard Label to which Participating Member States will be paired by default is the -20°C Label. This is because the -20°C Label offers the longest potential shelf-life (see further details below under section (c)). This rationale explains why Janssen sought WHO EUL for the supply of the -20°C Label.
- Two exceptions apply to this general principle:
  - first exception: Participating Member States having been paired to the 2-8°C Label under a bilateral APA with Janssen outside the Agreement, will also automatically be paired to the 2-8°C Label for all their Vaccine Doses for efficiency (no wasted doses), speed of delivery and cost optimization, in addition to limiting regulatory requirement approvals to only 1 Label per country
  - second exception: Participating Member States without bilateral APA with Janssen may request to be paired to the 2-8°C Label in the context of this Agreement would they deem such Label fitter to their infrastructure, by asking Janssen upfront of the first allocation. Such countries will then be paired to the 2-8°C Label for all their Vaccine Doses.

Once a Participating Member State has been paired by Janssen to the -20°C Label or the 2-8°C Label pursuant to the Pairing Principles, this pairing is definitive and cannot be changed. All Vaccine Doses to be delivered to a Participating Member State over time will therefore be delivered pursuant to the relevant Label (i.e. no change of Label possible).

c) *Shelf life requirements / Vaccine Expiry Date*

Vaccine Doses delivered under the -20°C Label:

- require storage conditions of -20°C (as will be indicated on the Label of the vial).
- have a shelf life of 2 years at -20°C from manufacture of the Vaccine Doses (so-called manufacturing expiry date), and such shelf life/manufacturing expiry date will be printed on the Label of the vial.
- must be thawed by the Participating Member States after delivery by Janssen (in order to bring the temperature of the Vaccine Doses from -20°C to 2-8°C) and before being administered to patients.

Vaccine Doses delivered under the 2-8°C Label:

- require storage conditions of 2-8°C;
- have a shelf life of three (3) months at 2-8°C from the end of the thawing process;
- have a dynamic shelf life check (which starts at the end of the thawing process). Therefore:
  - no expiry date will be printed on the Label of a vial of Vaccine Doses delivered under the 2-8°C Label; and

- the expiry date of vials of Vaccine Doses delivered under the 2-8°C Label will have to be written by the receiving Health Care Professional on the box at the reception of the box (the "dynamic expiry date"); and
- the dynamic expiry date must be consulted by the receiving entity on the vax check website (www.vaxcheck.jnj) or through the toll number, as stipulated on the Label.

In case of questions or doubts, please refer to the thawing instructions in the document below (being the thawing instructions contained in the PDF entitled COVID_Supply_Chain_Instructions_Print_210218_01.Indd exchanged between Covington & Burling LLP (Franka Felsner) and Slaughter and May (Richard McDonnell) by email at 10.24am BST on 28 March 2021):

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COVID_Supply_Chai

All vials of Vaccine Doses resulting from the same batch production will be delivered under the same Label, and on delivery by Janssen, all such vials will have an identical shelf life and Vaccine Expiry Date.

Participating Member States should ensure that all Vaccine Doses comprised in a batch are administered prior to the Vaccine Expiry Date, to ensure quality and to avoid left-over quantities of vaccine doses which may lead to wastage due to the restricted shelf life.

d) Minimum order requirements

Minimum purchase order delivery quantities ("**MODQ**") for Vaccine Doses are based on the size of receiving country population.

- Participating Member States with a population of more than 5 million people will have a MODQ of 151,200 doses (or one pallet).
- Participating Member States with a population of less than 5 million people will have a MODQ of 2,400 doses (or one shipper).

AVAT must ensure these MODQ are complied with when Allocating Vaccine Doses to the Participating Member States and must ensure that the Purchasers submit Purchase Orders (POs) in accordance with the MODQ. Janssen reserves the right to round up or down quantities of Vaccine Doses during the ordering process to ensure increments of MODQ of Vaccine Doses are shipped to each Participating Member State; and

e) Batch requirements

During the entire process, to avoid wasted COVID Vaccine Doses the following critical requirements apply (the "**Batch Requirements**"):

1. *Ordering*: AVAT must ensure that the overall/global volume of Vaccine Doses Allocated to Participating Member States under the 2-8°C Label is an increment of full batches (with each full batch corresponding to ~1.25 to 1.5 million Vaccine Doses).

2. *Delivery*: Vaccine Doses to be delivered to Participating Member States under the 2-8°C Label will be delivered by Janssen only in increments of full batches (with each full batch

corresponding to ~1.25 million to ~1.5 million Vaccine Doses). This requirement is due to the shorter shelf life (3 months) of doses delivered under the 2-8°C Label.

As a result of the Batch Requirements, Janssen reserves the right to round up or down quantities of Vaccine Doses during the ordering process to ensure entire batches of Vaccine Doses under the 2-8°C Label are Allocated to (a group of) Participating Member States.

One batch of vaccines delivered in the context of this Agreement must include only AU Vaccine Doses (to the exclusion of any dose of Janssen's COVID Vaccine sold outside this Agreement). This requirement is to ensure that each batch delivered through this Agreement can always be traced back to AU deliveries (which is important would there be any claims to resolve through the AU claiming process).

Illustration: one batch of vaccine doses delivered to a Participating Member State cannot cover deliveries of AU *Vaccine Doses under the Agreement as well as deliveries of doses of Janssen's COVID Vaccine under a separate bilateral purchase agreement between Janssen and such Participating Member State outside of this Agreement.*

f) *Packaging requirements*

Janssen has developed a limited number of standardized/generic packaging and labelling formats for its COVID Vaccine for use globally during the pandemic period (the "**Standard Packaging**"). Each of these formats of Standard Packaging is deemed acceptable and suitable for usage in the Participating Member States, as set out in clause 10.4.2.

Janssen will not accommodate any country-specific, non-generic or non-standardized packaging or labelling requests for its COVID Vaccine that would deviate from the Standard Packaging.

All Vaccine Doses will be delivered by Janssen in its Standard Packaging, and AVAT and each Participating Member State acknowledges that the Standard Packaging is not fully in conformance with all the WHO requirements. In particular, (but not limited to) the following requirements from WHO in terms of packaging and labelling of COVID Vaccines cannot be met by Janssen as part of its Standard Packaging in the actual situation of a pandemic deployment:

- Labelling: E-Leaflet will be provided in the Standard Packaging.
  - Janssen acknowledges the need to have the E-Leaflet translated in local African languages and will conduct further investigation to assess the possibility to follow this guideline, if possible during the pandemic period

- Prequalified electronic data integrators (EDI) at pallet level:
  - There is currently not enough physical space in the package to store 1 data logger per carton; this request will require Janssen to modify existing pandemic packaging presentations and will result in significant vaccine supply delays to WHO markets.
  - However, you will find in attachment a full description of the packaging that will be used to transport the vaccine at the right temperature (note that the document is still a work in progress, the final version will follow in the following weeks).
  - Based on our current insights, the Vac-Q-Pal (single use) passive pallet shippers is ISTA 7D qualified and is qualified for up to 5 days (126 hours). Given the use and

qualification of the Vac-Q-Pal and to ensure maximum mitigation of risk, Janssen decided to add an additional back-up EDI /data logger per pallet. 2 Temperature loggers will be kept on top or side of the pallet inside the passive shipper.

- Manufacturer name on the packaging:
  - Janssen has developed a fit-for-purpose pandemic product presentations to enable the highest manufacturing output in the least amount time to save the most lives. Janssen is developing a global manufacturing network with multiple manufacturers to respond to the pandemic. Packaging presentations have been developed with the Janssen (and Johnson and Johnson) name on it (see attached) however without the manufacturer name. This has been done in consultation with major Health Authorities to ensure global vaccine distribution flexibility.
  - This WHO requirement would require Janssen to design, produce and deliver a new SKU for the WHO markets, hence impacting supply availability
  - Janssen will be able to take this requirement into consideration in the past pandemic requirements/specifications.

- Serialization in the secondary packaging and 2D matrix code on the tertiary packaging:
  - Given that Janssen is developing fit for purpose, standardized SKUs within a global manufacturing network to respond to the pandemic, Janssen's initial supplies will not have serialization containing the Identifier (11) linear barcode containing, MFD, Lot no., Quantity of boxes and Identifier (01) linear barcode with GTIN.
  - This WHO requirement would require Janssen to design, produce and deliver a new SKU for the WHO markets, impacting supply availability.
  - It takes several months for preparing the manufacturing facilities to be serialization ready. Janssen is working towards serialization of the future supplies and will be able to take this requirement fully into consideration in the past pandemic requirements/specifications.
  - Janssen is ramping up global manufacturing and serialization capabilities to support global vaccine distribution throughout 2021. Product for WHO countries will be sourced from multiple facilities with differing degrees of serialization capability. Janssen is currently working to bring full serialization capabilities in place by end of October 2021.

- "100-vials-per-pack" box/carton requirement:
  - Janssen acknowledges that as long standing logistics management strategy, shipper divisible by 100 would be optimal and will be able to take this requirement into consideration in the past pandemic requirements/specification
  - As a response to the pandemic, Janssen has developed a fit-for-purpose, standard pandemic product configuration to enable the highest manufacturing output in the least amount time to save the most lives. One shipper will contain 48 boxes each comprising 10 vials, leading to 480 vials per shipper
  - Complying with the WHO request would require Janssen to modify existing pandemic packaging and will result in significant vaccine supply delays to WHO markets.
  - Janssen will be able to take this requirement into consideration in the past pandemic requirements/specifications

g) *Purchase order requirements*

Janssen requires a minimum lead time of thirty (30) days as from receipt of a Purchase Order to make any Vaccine Doses Available to the relevant Participating Member State for

subsequent Delivery. Janssen will not proceed to Delivery unless and until AVAT has paid the Price for the Vaccine Doses covered by the relevant Purchase Order.

Janssen's preference is for a push model, where 1 Purchase Order is placed for each Participating Member State per the quarter and Janssen would deliver to its best, based on equity principle and available supply. Janssen would deliver maximum 1 shipment line per month respecting internal limitations. The Parties though will develop the detailed ordering process through the Operational Discussion Platform with the aim of making it as efficient as possible for all the Parties.

h) Other requirements

Product recall and safety incidents will be reported by Janssen only when they occur, according to internal processes agreed upon with Health Authorities.

Annex to Exhibit I

Supply chain set-up

Product Labels | -20 Label

Standard Label for AU

Backed-up by WHO EUL approval

Vial label
-20 Label

Box label | -20 Label

janssen

Discussion document

Supply chain set-up

Product Labels | 2-8 Label

Label available for AU on an exception-based basis

Vial label
2-8 Label

Box label | 2-8 Label

janssen

Discussion document

EXHIBIT J

INITIAL AU ALLOCATION

The Parties acknowledge and agree that implementation of this Initial AU Allocation and any subsequent AU Allocation is subject to the Delivery Requirements. The Participating Member States intend that the AU Vaccine Doses made Available in a calendar quarter are made Available to each Participating Member State in an equitable proportion (based on such Participating Member State's allocation of the entire Vaccine Volume). AVAT and Janssen shall discuss the application of the Delivery Requirements to the AU Allocation through the Operational Discussion Platform and update the Initial AU Allocation accordingly.

Population 2019		**Allocation of available Doses**
Total		**J & J**
All Africa Total	1,306,188,380	220,000,000
Algeria	43,053,054	5,603,342
Angola	31,825,295	4,190,000
Benin	11,801,151	0
Botswana	2,303,697	1,152,564
Burkina Faso	20,321,378	12,364
Burundi	11,530,580	1,942,084
Cabo Verde	549,935	0
Cameroon	25,876,380	0
Central African Republic	4,745,185	0
Chad	15,946,876	0
Comoros	850,886	0
Republic of Congo	5,380,508	0
Côte d'Ivoire	25,716,544	0
Democratic Republic of the Congo	86,790,567	700,271
Djibouti	973,560	0
Egypt	100,388,073	15,486,870
Equatorial Guinea	1,355,986	0
Eritrea	3,213,972	0
Eswatini	1,148,130	329,429
Ethiopia	112,078,730	0
Gabon	2,172,579	463,950
Gambia	2,347,706	924,000
Ghana	30,417,856	12,689,062
Guinea	12,771,246	0
Guinea-Bissau	1,920,922	1,324,451
Kenya	52,573,973	14,285,714
Lesotho	2,125,268	1,069,148
Liberia	4,937,374	0

Libya	6,777,452	1,500,000
Madagascar	26,969,307	0
Malawi	18,628,747	0
Mali	19,658,031	0
Mauritania	4,525,696	265,220
Mauritius	1,265,711	151,231
Morocco	36,471,769	0
Mozambique	30,366,036	3,952,130
Namibia	2,494,530	250,000
Niger	23,310,715	12,634
Nigeria	200,963,599	95,006,096
Rwanda	12,626,950	1,643,393
Saharawi Arab Democratic Republic	155,000	0
Sao Tome and Principe	215,056	0
Senegal	16,296,364	3,997,153
Seychelles	97,625	127,663
Sierra Leone	7,813,215	0
Somalia	15,442,905	0
South Africa	58,558,270	5,379,769
South Sudan	11,062,113	0
Sudan	42,813,238	0
Togo	8,082,366	1,200,000
Tunisia	11,694,719	1,522,064
Uganda	44,269,594	0
Tanzania	58,005,463	0
Zambia	17,861,030	7,351,724
Zimbabwe	14,645,468	5,000,000
Not yet allocated		48,695,202*

* Of these, Equatorial Guinea, Ethiopia, Liberia and Saharawi have expressed an interest in ordering 8,918 and Kenya has expressed an interest in ordering 14,285,714 but their initial allocation under the Initial AU Allocation, if any, will be confirmed through the Operational Discussion Platform.