

TERM SHEET

Serum Institute of India Private Limited (“Serum”), Serum Life Sciences Limited, (“SLS”) and Department of Health, Republic of South Africa (“DOH”), are executing this term sheet (“Term Sheet”) on this ___ day of _____, 2021 (“Effective Date”), to record the general terms and conditions in relation to a commercialization of a Vaccine Product (as defined below) within Republic of South Africa (“Territory”).

<p>Name and details of Parties</p>	<p>1. Serum Institute of India Private Limited, a company incorporated under the laws of India and having its registered office at 212/2, Hadapsar, Off Soli Poonawalla Road, Pune 411028, India</p> <p style="text-align: center;">AND</p> <p>2. Serum Life Sciences Limited, a company duly incorporated having its registered office situated in England and Wales, formerly known as Covicure Holdings Limited having its principal office at 12 New Fetter Lane, London, United Kingdom, EC4A 1JP</p> <p style="text-align: center;">AND</p> <p>3. Department of Health, Republic of South Africa, having its principal office at _____, through its Authorized Signatory _____.</p>
<p>Vaccine Product</p>	<p>A vaccine manufactured by Serum for the prevention of SARS-CoV-2 i.e. AZD1222 – AstraZeneca (“Vaccine Product”).</p>
<p>Supply and Commercialization Agreement</p>	<p>Serum / SLS agrees to supply to DOH, the Vaccine Product manufactured by Serum for commercialization in the Territory in such number of doses and on such commercial terms agreed hereunder in the Term Sheet, and in lieu of which, all Parties agree to execute, in good faith, a comprehensive and definitive supply and commercialization agreement (“Supply / Distributorship and Commercialization Agreement”) to govern all other terms and conditions between Parties.</p> <p>The supply shall be governed in accordance with Incoterms 2020.</p>
<p>Term of the Supply and Commercialization Agreement</p>	<p>To be jointly agreed to between Parties and to be recorded in the Supply / Distributorship and Commercialization Agreement.</p>
<p>Commercial Terms</p>	<p>1. DOH shall pay SLS the following consideration for the supply and commercialization of the Vaccine Product in the Territory:</p>

	<p>a. At a price of US\$ 5.25 per dose.</p> <p>b. This price is FOB, Mumbai International Airport. The Freight and Insurance for delivery to Johannesburg to be borne by the DOH at actuals.</p> <p>2. DOH shall pay SLS 100% amount as stated above as an advance payment ("Advance Consideration"), simultaneous with the Parties signing Term Sheet / Supply / Distributorship and Commercialization Agreement and shall also raise purchase orders for the Vaccine Product in the name of SLS ("Purchase Orders") in accordance with the agreed commercials stated hereinabove.</p> <p>3. The Parties agree and confirm that supply and delivery of the below mentioned quantity of the Vaccine Product shall be as follows:</p> <p>a) 1 million doses in January 2021 b) 0.5 million doses in February 2021</p> <p>The abovementioned supply and delivery shall be subject to regulatory approvals in the Territory [DOH will be applicant under Section 21 - South African Health Products Authority (SAHPRA)].</p>
<p>Ownership and IP of Vaccine Product</p>	<p>Serum / SLS owns and shall continue to exclusively own all right title and interest in the Vaccine Product, including all rights, title and interest in any discovery, data, improvements, inventions, know-how, findings, processes, systems etc. in relation to Serum/SLS's development, manufacturing and commercialization of the Vaccine Product ("Serum/SLS IP").</p> <p>Nothing stated hereunder in this Term Sheet and/or in any subsequently executed agreement between Parties, shall mean, or shall be interpreted as a license, transfer or assignment or grant of any rights in Serum/SLS, in favor of DOH.</p>
<p>Covenants</p>	<p>The DOH covenants that the authorized signatory to this Agreement has the right and authority to enter into this Term Sheet on its behalf and to undertake any activity stipulated by the terms contained herein on its behalf and execution of this Term Sheet or any performance in furtherance is not inconsistent with the applicable laws or in breach of any other contractual obligations, expressed or implied by which DOH is bound.</p> <p>Serum covenants that it has the right to enter into this Term Sheet and to undertake any activity stipulated by the terms contained herein and execution of this Term Sheet or its performance, is not</p>

	<p>inconsistent with or in breach of any other contractual obligations, expressed or implied.</p> <p>SLS covenants that it has the right to enter into this Term Sheet and to undertake any activity stipulated by the terms contained herein and execution of this Term Sheet or its performance, is not inconsistent with or in breach of any other contractual obligations, expressed or implied</p>
Term and Termination of this Term Sheet	<ol style="list-style-type: none"> 1. This Term Sheet shall be valid for a period 180 days from the Effective Date (“Term”) within which Term, Parties agree to execute the Supply / Distributorship and Commercialization Agreement. 2. In the event Parties execute the Supply / Distributorship and Commercialization Agreement or any other such formal agreement as may be required, this Term Sheet shall stand cancelled upon execution of such further agreement(s), and Term of this Term Sheet shall be interpreted accordingly. 3. Serum and/or SLS may terminate this Term Sheet with a written notice of fifteen (15) days to DOH.
Confidentiality	<p>The existence of this Term Sheet and any data, information, including the commercial arrangements, exchanged between Parties, whether prior to the execution of this Term Sheet or thereafter, shall remain confidential (“Confidential Information”) at all times and neither Party shall disclose / cause to disclose, or use / cause the use of, such Confidential Information without the express written consent of the other Parties.</p>
Publication and Advertising	<p>DOH shall not disclose, nor shall it cause a third party to disclose, the contents of this Term Sheet, nor cause any publication, advertising, news release, promotion, or marketing, or applications to any authority in connection there with, without the express written consent of Serum / SLS. Serum / SLS reserve the right to publish any matters in relation to this Term Sheet without requiring any consent from DOH.</p>
Governing Law	<p>The Term Sheet and any disputes, controversies, claims and differences, arising out of or in relation to this Term Sheet, or any breach hereof shall be governed by the laws and jurisdiction of India and this clause shall survive the termination or expiry of this Term Sheet.</p>

Assignment	Neither Party shall assign or transfer any or all of its obligations under this Term Sheet to any third party except with the prior written consent of the other Party, provided that Serum / SLS may assign the benefits of this Term Sheet to its Affiliates without the prior consent of DOH.
Relationship between Parties	The relationship between Parties is strictly on a principal – principal basis and contained herein or done hereunder shall be deemed to constitute or create any relationship of principal or agent or partnership or of a joint venture or of employer-employee or any other relationship between the Parties other than as expressly set forth herein.

All Parties agree to incorporate the terms contained herein into the Supply / Distributorship and Commercialization Agreement or any other further agreement(s) which may be entered into between the Parties for the commercialization of the Vaccine Product in the Territory, as may be necessary and expedient at the relevant time.

For the avoidance of doubt, however, DOH agrees that the Commercial Terms agreed between the Parties herein shall be binding for the Supply / Distributorship and Commercialization Agreement or any such further agreement(s) which may be entered into between the Parties, while the other terms may vary subject to revision and with additional terms which will be agreed between the Parties in the **Supply / Distributorship and Commercialization Agreement**.

REQUISITES FOR THE TERM SHEET:

A) Contact Details of the Management / Authorized personnel of DOH:

Name: _____ Name: _____
 Designation: _____ Designation: _____
 Email Add: _____ Email Add: _____

B) Duly certified document from DOH authorizing the signatory hereunder execute the Term Sheet:

- Authorization Letter from DOH / Power of Attorney in favor of signatory authorizing the signatory enter into the arrangement mentioned in this Term Sheet.

Agreed and Accepted

FOR SERUM INSTITUTE OF INDIA PVT. LTD.	FOR SERUM LIFE SCIENCES LIMITED	FOR DEPARTMENT OF HEALTH, REPUBLIC OF SOUTH AFRICA
Serum Institute of India Pvt. Ltd.	Serum Life Sciences Limited	Department of Health, Republic of South Africa