[redacted]

CONFIDENTIAL

MANUFACTURING AND SUPPLY AGREEMENT

BETWEEN

PFIZER CANADA ULC

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

DATED AS OF

OCTOBER 26, 2020

[redacted]

s.20(1)(b)
s.20(1)(c)
s.20(1)(d)

CONFIDENTIAL

TABLE OF CONTENTS

TABLE OF CONTENTS
(continued)

Page

CONFIDENTIAL

MANUFACTURING AND SUPPLY AGREEMENT

THIS MANUFACTURING AND SUPPLY AGREEMENT dated as of October 26, 2020 (the "**Effective Date**") is made by and between Pfizer Canada ULC with offices at 17300 Trans-Canada Highway, Kirkland, Quebec, Canada, H9J 2M5 (hereinafter "**Pfizer**") and Her Majesty The Queen In Right of Canada, as represented by the Minister of Public Works and Government Services Canada with offices at 11 Laurier St. / 11, rue Laurier, 6B3, Place du Portage III, Gatineau, Quebec, K1A 0S5 (hereinafter "**Purchaser**"). Purchaser and Pfizer may be referred to herein individually as a "**Party**" or collectively as the "**Parties**".

WHEREAS, Pfizer Inc. ("**Pfizer US**") and BioNTech SE, a company organized and existing under the laws of Germany ("**BioNTech**"), are collaborating to develop a vaccine to address the global COVID-19 pandemic;

WHEREAS, subject to clinical success, Pfizer US and BioNTech shall be responsible for all requirements of the processes of approval of the clinical trials and the marketing authorization of the Product;

WHEREAS, Purchaser desires to purchase the Product for use in Canada, and subject to clinical success and regulatory approval in Canada, Pfizer desires to manufacture and supply such Product to Purchaser; and

WHEREAS, the Parties are willing to carry out the foregoing pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of these premises and the covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged and agreed, and intending to be legally bound thereby, the Parties hereby agree as follows:

1. DEFINITIONS.

As used in this Agreement, the following terms shall have the meanings set forth below.

1.1 "**Additional Order**" shall have the meaning set forth in Section 2.3.

1.2 "**Additional Product**" shall have the meaning set forth in Section 2.3.

1.3 "**Adjusted Delivery Schedule**" shall have the meaning set forth in Section 2.4(b).

1.4 "**Advance Payment**" shall have the meaning set forth in Section 3.2.

1.5 "**Affiliate(s)**" means, with respect to each Party, any corporation, firm, partnership or other entity or Person which directly or indirectly controls or is controlled by or is under common control with the named Party. For purposes of this definition, "control" (including, with correlative meaning, the terms "controlled by" and "under common control with") shall be presumed to exist if one of the following conditions is met: (a) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) of the stock or shares having the right to vote for the

election of directors of Pfizer or any direct or indirect parent of Pfizer, and (b) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities.

1.6 "**Agreement**" means this Manufacturing and Supply Agreement and all Attachments hereto as the same may be amended, amended and restated, supplemented or otherwise replaced from time to time.

1.7 "**Allocation**" shall have the meaning set forth in Section 2.5.

1.8 "**Authorization**" shall mean (i) an Expedited Authorization or (ii) an authorization granted by Health Canada under Division 8 of the *Food and Drug Regulations* that allows the Product to be placed on the market in Canada.

1.9 "**BioNTech**" shall have the meaning set forth in the recitals.

1.10 [redacted]

1.11 "**Business Day**" means any day other than Saturday, Sunday or a public holiday in New York, New York, Ontario, Canada, or Quebec, Canada.

1.12 [redacted]

1.13 "**Confidential Information**" means all confidential or proprietary information, other than Exempt Information, in any form, directly or indirectly disclosed to Recipient or its Representatives by or on behalf of the Disclosing Party pursuant to this Agreement, regardless of the manner in which such information is disclosed, delivered, furnished, learned, or observed, either marked "Confidential" or, if oral, declared to be confidential when disclosed and confirmed in writing within thirty (30) days of disclosure. Confidential Information includes, without limitation, the terms and conditions of this Agreement. Failure to mark Confidential Information disclosed in writing hereunder as "Confidential" shall not cause the information to be considered non-confidential, with the burden on the Disclosing Party to prove such information clearly should have been known by a reasonable person with

[redacted]

expertise on the subject matter, based on the nature of the information and the circumstances of its disclosure, to be Confidential Information, provided that the Disclosing Party has otherwise made good faith efforts to clearly mark Confidential Information as such. For avoidance of any doubt, Confidential Information shall not include Product label information, administration instructions or any instructions related to storage, transport or any warnings in respect of the Product.

1.14 "**Contracted Doses**" shall have the meaning set forth in Section 2.3.

1.15 "**Current Good Manufacturing Practices**" or "**cGMP**" means applicable Good Manufacturing Practices as required under the Food and Drug Regulations prescribed under the Food and Drugs Act (Canada) and any successor legislation and amendments thereto from time to time, prevailing at the time of the manufacture of the Product.

1.16 "**Delivery Price**" shall have the meaning set forth in Section 3.2.

1.17 "**Delivery Schedule**" shall have the meaning set forth in Section 2.4.

1.18 "**Disclosing Party**" means the Party or any of its Affiliates that discloses, or causes to be disclosed, Confidential Information to the other Party or any of its Affiliates.

1.19 "**Diverted Product**" shall have the meaning set forth in Section 2.4.

1.20 "**Effective Date**" shall have the meaning set forth in the preamble.

1.21 "**Exempt Information**" means information that: (a) the Recipient or any of its Representatives lawfully possessed, as demonstrated by competent proof, before the Disclosing Party disclosed such information under this Agreement; or (b) was already generally available and in the public domain at the time of disclosure, or becomes public (other than as a result of breach of this Agreement by the Recipient or its Representatives); (c) the Recipient or any of its Representatives lawfully obtains from a Person not in breach of any confidentiality obligation (or other prohibition from disclosing the information) to the Disclosing Party with respect to such information (and Recipient has made reasonable enquiry with respect thereto); or (d) the Recipient evidences to the reasonable satisfaction of the Disclosing Party is independently developed by or on behalf of the Recipient or its Representatives without the use of, reference to, aid from, or reliance on, the Confidential Information. In clarification of the foregoing, a general disclosure in the public domain will not cause more specific (but related) information to be deemed Exempt Information under one of the above exceptions; similarly, a combination of several pieces of information, which individually would be deemed Exempt Information, will not be deemed Exempt Information unless the combination itself is in the public domain, independently developed by the Recipient or its Representatives or otherwise lawfully in the possession of the Recipient or any of its Representatives.

1.22 "**Expedited Authorization**" means an expedited authorization for the Product granted by Health Canada that allows the Product to be placed on the market in

Canada or under an Interim Order Respecting the Importation, Sale and Advertising of Drugs in Relation to COVID-19.

1.23 [redacted]

1.24 "**Force Majeure Event**" shall have the meaning set forth in Section 12.8.

1.25 "**Forms**" shall have the meaning set forth in Section 12.12.

1.26 "**Government**" means all levels and subdivisions of government (i.e. local, provincial, federal, administrative, legislative or executive) of Canada.

1.27 "**Health Canada**" means Health Canada, a federal department of the federal government, and any successor.

1.28 [redacted]

1.29

1.30

1.31 "**Intellectual Property**" means (a) any processes, trade secrets, inventions, industrial models, designs, methodologies, drawings, discoveries, results, materials, formulae, procedures, techniques, clinical data or technical or other information or data, manufacturing, engineering and technical drawings , including proprietary rights in any of the foregoing, and (b) registered trademarks, trade mark applications, unregistered marks, trade dress, copyrights, know-how, patents, patent applications, and any and all provisionals, divisions, continuations, continuations in part, extensions, substitutions, renewals, registrations, revalidations, reissues or additions, including certificates of supplementary protection, of or to any of the aforesaid patents and patent applications, and all foreign counterparts of any, or to any, of the aforesaid patents and patent applications.

1.32 "**Latent Defect**" means a defect causing the Product to not conform to the applicable Specifications that Purchaser can show was present at the time of delivery of the Product and which could not have been detected by Purchaser, its designee, or their Personnel at delivery through diligent inspection.

1.33 "**Law/s**" means, collectively, all applicable national and local laws, common laws, statutes, ordinances, codes, rules, regulations, orders, decrees or other pronouncements of any Government, administrative or judicial authority having the effect of law.

1.34 "**Losses**" shall have the meaning set forth in Section 8.1.

1.35 "**Non-Complying Product**" shall have the meaning set forth in Section 4.4.

1.36 "**Person**" means any natural person, entity, corporation, general partnership, limited partnership, limited liability partnership, joint venture or similar entity or organization, joint stock company, proprietorship, other business organization, trust, union, association or Government.

1.37 "**Personnel**" means all Affiliates, subcontractors, or other third parties, and employees and agents of each of them, used by either Party in the performance of services or obligations or in connection with this Agreement.

1.38 "**Pfizer**" shall have the meaning set forth in the preamble.

1.39 "**Pfizer US**" shall have the meaning set forth in the preamble.

1.40 "**Price**" shall have the meaning set forth in Section 3.1.

1.41 [redacted]

1.42 [redacted]

1.43 "**Product Materials**" means all packaging materials and components needed for delivery of the Product.

1.44 "**Purchase Order**" means a written or electronic order form substantially in the form attached as Attachment G submitted by Purchaser to Pfizer in accordance with the terms of this Agreement authorizing the manufacture and supply of the Product.

1.45 [redacted] shall have the meaning set forth in Section 8.2(b).

1.46 [redacted] shall have the meaning set forth in Section 8.2(a).

1.47 "**Recipient**" means the Party who receives Confidential Information from the other Party.

1.48 "**Records**" means books, documents, and other data, of all matters relating to performance of obligations under this Agreement.

1.49 "**Representatives**" means, with respect to Recipient, its Affiliates and its and their respective directors, officers, and employees, agents, contractors, consultants, advisors and representatives who (a) are subject to an obligation of confidentiality protecting the Confidential Information on terms no less restrictive than those contained in this Agreement; and (b) have a need to know the Confidential Information in connection with this Agreement.

1.50 "**Sales Taxes**" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and/or any provincial tax, by law, payable in Canada such as the Quebec Sales Tax (QST), as applicable.

1.51 "**Serious Injury**" shall have the meaning set forth in Section 8.1(a).

1.52 "**Specifications**" means the specifications for the manufacture, processing, packaging, labeling, testing and testing procedures, shipping, storage and supply of the Product as set out in the Authorization, including those set forth on Attachment A, and as such specifications may be amended, supplemented or otherwise modified by Pfizer and communicated to Purchaser.

1.53 "**Term**", with respect to this Agreement, shall have the meaning set forth in Section 6.1.

1.54 [redacted]

1.55 [redacted]

1.56 [redacted]

Except where the context expressly requires otherwise, (a) the use of any gender herein shall be deemed to encompass references to either or both genders, and the use of the singular shall be deemed to include the plural (and vice versa), (b) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", (c) the word "will" shall be construed to have the same meaning and effect as the word "shall", (d) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (e)

any reference herein to any person shall be construed to include the person's successors and assigns, (f) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (g) all references herein to Sections or Attachments shall be construed to refer to Sections or Attachments of this Agreement, and references to this Agreement include all Attachments hereto, (h) the word "notice" means notice in writing (whether or not specifically stated) and shall include notices, consents, approvals and other written communications contemplated under this Agreement, (i) provisions that require that a Party or Parties "agree", "consent" or "approve" or the like shall require that such agreement, consent or approval be specific and in writing, whether by written agreement, letter, approved minutes or otherwise (but excluding e-mail and instant messaging), (j) references to any specific law, rule or regulation, or article, section or other division thereof, shall be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof and (k) the term "or" shall be interpreted in the inclusive sense commonly associated with the term "and/or".

2. SUPPLY OF PRODUCT.

2.1 Agreement to Supply.

(a) During the Term, Pfizer [redacted] supply or have supplied the Product to Purchaser, and Purchaser shall purchase the Product, subject to and in accordance with the terms and conditions of this Agreement.

(b) [redacted]

(c)

(d)

[redacted]

(e) Pfizer shall keep Purchaser apprised of the progress of the material development of the Product and shall provide Purchaser with such information regarding that development as Purchaser reasonably requests.

2.2 Capacity.

Pfizer [redacted] build manufacturing capacity to be capable of manufacturing and supplying the Product to Purchaser in accordance with the provisions of this Agreement.

2.3 Purchase Orders.

(a) On the Effective Date, Purchaser shall submit to Pfizer a legally binding and irrevocable Purchase Order for twenty (20) million doses ("**Contracted Doses**") of the Product.

(b) The Purchase Order shall be provided together with Purchaser's order number, Sales Taxes number, and invoice address. Pfizer shall accept the Purchase Order conforming to the terms set forth in this Agreement in writing, and the confirmed Purchase Order shall be binding upon the Parties and subject to the terms and conditions set out in this Agreement.

(c) Pfizer acknowledges and agrees that Purchaser may wish to place additional binding orders in the future (each the "**Additional Order**") for a maximum of up to 56 million additional doses of the Product, but only upon being advised that (i) Pfizer has availability of supply of such additional requested doses (the "**Additional Product**") and (ii) Pfizer agrees, in its sole discretion, to allocate the Additional Product to Purchaser. Each Additional Order will be subject to the same terms and conditions set forth in this Agreement, as applicable.

2.4 Delivery Schedule.

(a) Pfizer shall deliver the Product [redacted] the Product by separate installments [redacted] the delivery schedule set out in Attachment B (the "**Delivery Schedule**"), provided that no Product shall be shipped until Authorization is received. All deliveries shall be accompanied by the documentation specified in Attachment C (which may be updated from time to time by Pfizer upon notice to Purchaser), and shall be in accordance with, and subject to, the delivery specifications set forth in Attachment D ("**Delivery Specifications**"). The Product shall be packaged and labelled in accordance with the packaging specifications set forth on Attachment E ("**Labelling and Packaging Specifications**").

s.18(b)

s.20(1)(b)

s.20(1)(c)

s.20(1)(d)

(b) If an Authorization is granted [redacted] but [redacted] then the Delivery Schedule will be revised to add the period of time between [redacted] and the date of the Authorization ("**Adjusted Delivery Schedule**").

(c) [redacted]

(d) [redacted]

(e) [redacted]

(f) [redacted]

(g) The Parties [redacted] the locations (including number of locations) for delivery of shipments of Product; provided that (i) each location meets the requirements set forth in Attachment D, and (ii) all agreed upon locations shall be agreed upon by the Parties [redacted] Product and (iii) the delivery location is serviced by a contracted transportation carrier of Pfizer. [redacted] where shipments of Product shall be delivered.

(h) All shipments of Product [redacted]

s.20(1)(b)
s.20(1)(c)
s.20(1)(d)

2.5 Product Shortages.

(a) [redacted]

(b) [redacted]

2.6 Product Handling.

(a) Upon delivery of Product to Purchaser, Purchaser shall store and handle the Product in the manner set forth in the Specifications set forth on Attachment A, instructions on Attachment D and the instructions provided by Pfizer to ensure stability and integrity of the Product.

(b) For the avoidance of doubt, Purchaser shall bear all expenses for use of the Product upon transfer from Pfizer at the agreed upon location at a port or in Canada, including, but not limited to, those for storage of the Product and distribution and administration of the Product (if applicable) in Canada.

(c) Purchaser shall be solely responsible and liable for the proper storage, handling, distribution, transportation, administration, use and disposal of the Product in Canada following delivery of the Product to Purchaser or its designee. Without prejudice to the generality of the foregoing, Purchaser shall ensure that: (a) recipients of the Product shall follow the return and disposal instructions in Attachment F when disposing of open and unused Product and its packaging components; and (b) such return and disposal

[redacted]

complies with Laws regarding pharmaceutical waste, medical waste, or hazardous waste, as appropriate.

(d) Purchaser shall be responsible for and shall ensure that any equipment used to deliver the Product, [redacted] are stored in an appropriate clean and secure location to protect and maintain the functionality of such equipment (in controlled conditions, with no exposure to weather or pests, etc.). Within [redacted] of receipt of the Product, subject to Section 4.4(b), Purchaser shall organize safe return of all such equipment, [redacted] in accordance with Pfizer's instructions.

(e) [redacted]

2.7 Delivery Delays. [redacted]

2.8 Title to Product, Risk of Loss [redacted]

2.9 [redacted]

[redacted]

3. **PRICE AND PAYMENT**

3.1 Purchase Price.

[redacted]

3.2 Invoices and Payment.

(a) In partial consideration of the Contracted Doses, Purchaser shall [redacted] of receipt of an invoice from Pfizer issued on the Effective Date (the [redacted]).

(b) Pfizer shall invoice Purchaser [redacted] for the Contracted Doses delivered upon each delivery pursuant to Section 2.4 (Delivery Schedule) (the "**Delivery Price**"). [redacted]

(c) Invoices shall be provided to the Purchaser at the following address:

Public Health Agency of Canada
P2P Invoices
200 Eglantine Drive, 18th floor Rm 1855C
Jeanne Mance Building
Ottawa, Ontario, K1A 0K9

[redacted]

s.20(1)(b)
s.20(1)(c)
s.20(1)(d)

Pfizer shall include the following information on all invoices: the Purchase Order number and billing address; and shall also include, where applicable, the type description, part number (if any) and number of Contracted Doses delivered; the delivery date; the actual date of shipment; the Price; any applicable Sales Taxes or other charges provided for in the Purchase Order; and the ship-to destination.

3.3 Method of Payment.

(a) Purchaser shall pay all undisputed (in good faith) amounts due [redacted] within [redacted] from the date of the invoice. Payment shall be remitted by wire transfer in immediately available funds to a bank and account designated by Pfizer. Any payment which falls due on a date which is not a Business Day may be made on the next succeeding Business Day.

[redacted]

(b) [redacted]

(c) [redacted]

(d) [redacted]

[redacted]

(e) [redacted]

3.4 Taxes.

The Price includes all taxes except Sales Taxes and any other transactional taxes and except such sales and use taxes which Pfizer is required by Law to collect from Purchaser. [redacted]

4. MANUFACTURING STANDARDS AND QUALITY ASSURANCE

4.1 Manufacturing Standards.

Pfizer shall manufacture and supply the Product in material accordance with the Specifications and cGMP. Such Specifications may be revised through written notification by Pfizer to Purchaser to conform to the Authorization or changes to the manufacturing or distribution of the Product.

4.2 Legal and Regulatory Filings and Requests.

Pfizer shall (a) comply with all regulatory or government licenses and permits, and (b) comply with all cGMP with respect to its manufacturing and packaging processes, the Facility or otherwise, to permit the performance of its obligations hereunder. Notwithstanding the foregoing, Pfizer [redacted] Authorization.

Pfizer shall ensure that all Product is properly labeled and packaged (possibly with a Pfizer label) in accordance with the Specifications and material cGMP standards.

[redacted] Pfizer shall comply with all conditions (in the relevant timescales) imposed on or agreed in relation to the Authorization.

In the event that a third party is the applicant or holder of the Authorization, any obligation on Pfizer under this Agreement shall be taken as a requirement on Pfizer [redacted] compliance of such third party Authorization applicant or holder with such obligations to the extent necessary to ensure the relevant obligation is fully met.

4.3 Quality Tests and Checks.

Pfizer shall perform all bulk holding stability, manufacturing trials, validation (including, but not limited to, method, process and equipment cleaning validation), raw material, in-process, bulk finished product and stability (chemical and/or microbial) tests or checks required to assure the quality of the Product and tests or checks required by the Specifications and cGMP.

4.4 Rejection of Product; Disposal of Rejected Shipments.

(a) Purchaser may reject any Product that does not conform to Specifications, cGMP ("**Non-Complying Product**") by providing written notice of rejection to Pfizer and the delivery carrier and setting out detailed reasons for such rejection

(b)

(c) The provisions of this Section 4.4 (Rejection of Product; Disposal of Rejected Shipments) shall survive termination or expiration of this Agreement.

4.5 Maintenance and Retention of Records.

(a) Each Party shall maintain with respect to its activities under this Agreement as required by Laws.

(b) Purchaser will maintain a quality system for receipt, inspection, storage, traceability to further delivery points, and recall activities. If Purchaser does not have a quality system for the activities defined, Pfizer may share details of a proposed quality system for Purchaser's compliance.

4.6 Diversion Issues.

All Product delivered to Purchaser shall be: (a) stored securely by Purchaser; and (b) distributed by Purchaser only in Canada in a secure manner appropriate to the transportation route and destination, in each case (a) and (b) to guard against and deter theft, diversion, tampering, substitution (with, for example, counterfeits) resale or export out of Canada, and to protect and preserve the integrity and efficacy of the Product.

4.7 Recalls.

5. REPRESENTATIONS & WARRANTIES.

5.1 Mutual Representations and Warranties. Pfizer and Purchaser each represents and warrants to each other the following:

(a) Organization and Authority. It has full right, power and authority to enter into this Agreement and to perform its respective obligations under this Agreement, including in the case of Purchaser, that this Agreement falls within the scope of Section 8.5 of the Policy on Decision Making in Limiting Contractor Liability in Crown Procurement Contracts and all necessary authorizations and approvals have been obtained by Purchaser to authorize its performance of all of its obligations contained herein (including the indemnity obligations set out in Section 8.1;

(b) No Conflicts or Violations. The execution and delivery of this Agreement by such Party and the performance of such Party's obligations hereunder (i) do not conflict with or violate any Laws existing as of the Effective Date and applicable to such Party and (ii) do not conflict with, violate, breach or constitute a default under, and are not prohibited or materially restricted by, any contractual obligations of such Party existing as of the Effective Date; and

(c) Valid Execution. Such Party is duly authorized to execute and deliver this Agreement, and the Person executing this Agreement on behalf of such Party is duly authorized to execute and bind such Party to the terms set forth herein.

5.2 Warranties of Pfizer.

Pfizer warrants to Purchaser that:

5.3 Anti-Bribery/Anti-Corruption.

The Parties represent and warrant that, beyond the mutual consideration set forth in this Agreement, neither they nor their agents have provided or requested, or will provide or request, any additional incentive or benefit to or from the other Party or its agents to induce either Party to enter this Agreement or perform any part of this Agreement.

Pfizer has not made, and will not make, in the performance of this Agreement directly or indirectly any payment, offer, promise, or authorization of payment of money or anything of value to a Government official, political party, candidate for political office, or any other Person, and has not sought and will not seek

improperly or corruptly to influence any Government official, political party, candidate for political office, or any other Person, in order to gain an improper business advantage.

5.4 No Other Warranty.

Except to the extent set out expressly in this Agreement, all conditions, warranties or other terms which might have effect between the Parties or be implied or incorporated into this Agreement (whether by statute, common law or otherwise) are hereby excluded to the fullest extent permitted by Laws. Without prejudice to the general nature of the previous sentence, unless this Agreement specifically states otherwise and to the maximum extent permitted by Law, Pfizer expressly disclaims any representations or warranties with respect to the Product, including, but not limited to, any warranties or undertaking as to (a) non-infringement of Intellectual Property rights of a third party, (b) that there is no requirement to obtain a license of third party Intellectual Property rights to enable the use or receipt of the Product, (c) merchantability, or (d) fitness for a particular purpose.

5.5 Purchaser Acknowledgement.

Purchaser acknowledges that the Vaccine and materials related to the Vaccine, and their components and constituent materials are being rapidly developed due to the emergency circumstances of the COVID-19 pandemic and will continue to be studied after provision of the Vaccine to Purchaser under this Agreement. Purchaser further acknowledges that the long-term effects and efficacy of the Vaccine are not currently known and that there may be adverse effects of the Vaccine that are not currently known. Further, to the extent applicable, Purchaser acknowledges that the Product shall not be serialized.

6. TERM; TERMINATION.

6.1 Term of Agreement.

This Agreement shall commence on the Effective Date and shall continue until the later of (a) [redacted] and (b) [redacted] unless terminated pursuant to this Section 6 (Term; Termination) or the mutual written agreement of the Parties ("**Term**").

6.2 Termination for Cause.

[redacted] may terminate this Agreement [redacted] upon written notice [redacted] in the event of a material breach [redacted] of any term of this Agreement, which breach remains uncured [redacted] following written notice to such [redacted] of such material breach. Notwithstanding the foregoing, if such material breach, by its nature, cannot be cured, the [redacted] may terminate this Agreement [redacted] upon written notice [redacted]

[redacted]

6.3 Mutual Termination Rights.

[redacted]

6.4 [redacted]

[redacted]

6.5 Effect of Termination.

(a) Upon expiry or termination of this Agreement for any reason:

(i) Purchaser shall pay any sums owed to Pfizer pursuant to this Agreement [redacted] of the date of invoice for the same; and

(ii) each Party [redacted] mitigate both (1) the damages that would otherwise be recoverable from the other pursuant to this Agreement, and (2) any costs, fees, expenses or losses that may be incurred by a Party, or for which a Party may be responsible, under this Agreement, by taking appropriate and reasonable actions to reduce or limit the amount of such damages, costs, fees, expenses or losses.

(b) The termination or expiration of this Agreement shall not affect the survival and continuing validity of Sections 4, 5, 6, 7, 8, 9 and 10 or of any other provision which is expressly or by implication intended to continue in force after such termination or expiration.

(c) [redacted]

7. **INTELLECTUAL PROPERTY**.

[redacted]

8. [redacted]

8.1 [redacted]

s.20(1)(b)
s.20(1)(c)
s.20(1)(d)

s.18(b)
s.18(d)
s.20(1)(b)
s.20(1)(c)
s.20(1)(d)

[redacted]

8.2 [redacted]

[redacted]

9. [redacted]

9.1 [redacted]

[redacted]

s.18(b)
s.18(d)
s.20(1)(b)
s.20(1)(c)
s.20(1)(d)

9.2

(a)

(b)

9.3

(a)

(b)

9.4 Conditions Precedent to Supply.

10. CONFIDENTIAL INFORMATION.

10.1 Non-Use and Non-Disclosure.

Each Recipient shall, and shall cause its Representatives which have access to the Disclosing Party's Confidential Information to, maintain in strict confidence, and shall not disclose to any third party, all Confidential Information observed by or disclosed to it by or on behalf of the Disclosing Party pursuant to this Agreement. Each Recipient shall not use or disclose such Confidential Information except as permitted by this Agreement. Each Recipient shall safeguard the confidential and proprietary nature of the Disclosing Party's Confidential Information with at least the same degree of care as it holds its own confidential or proprietary information of like kind, which shall be no less than a reasonable degree of care. The Recipient and its Representatives may use, copy, and make extracts of the Disclosing Party's Confidential Information only in connection with fulfilling its obligations under this Agreement and, without limiting the foregoing, shall not use the Confidential Information for the benefit of the Recipient or any of its Representatives, or for the benefit of any other Person. In the event that Recipient becomes aware of any breach of the obligations contained in this Section 10 (Confidential Information) by it or its Representatives, Recipient shall promptly notify the Disclosing Party in writing of such breach and all facts known to Recipient regarding same. In addition, if Recipient is required to disclose the Disclosing Party's Confidential Information in connection with any court order, statute or Government directive or requirement under any Law, Recipient shall give the Disclosing Party notice of such request, as soon as practicable, before such Confidential Information is disclosed so that the Disclosing Party may seek an appropriate protective order or other remedy, or waive compliance with the relevant provisions of this Agreement. If the Disclosing Party seeks a protective order or other remedy, Recipient shall promptly cooperate with and reasonably assist the Disclosing Party (at the Disclosing Party's cost) in such efforts. If the Disclosing Party fails to obtain a protective order or waives compliance with the relevant provisions of this Agreement, Recipient shall disclose only that portion of Confidential Information which its legal counsel determines it is required to disclose. Neither this Agreement nor the performance by either Party hereunder shall transfer to the Recipient any

proprietary right, title, interest or claim in or to any of the Disclosing Party's Confidential Information (including, but not limited to, any Intellectual Property rights subsisting therein) or be construed as granting a license in its Confidential Information.

10.2 Recipient Precautions.

In order to comply with the obligations contained in this Section 10 (Confidential Information), Recipient shall take at least the following precautions: (a) Recipient shall exercise all reasonable efforts to prevent unauthorized employees and unauthorized third parties from gaining access to Confidential Information (and in no event less than reasonable care); (b) Recipient shall disclose Confidential Information only to such of its Representatives who have a need to know such Confidential Information to fulfill its obligations under this Agreement; provided, however, before any disclosure of Confidential Information, Recipient shall bind its Representatives receiving such Confidential Information to a written agreement of confidentiality at least as restrictive as this Agreement; and (c) prior to any disclosure, Recipient shall instruct its Representatives of the confidential nature of, and to maintain the confidentiality of, the Confidential Information. Recipient shall be responsible for all actions of its Representatives, including any breach of the terms hereof, regardless of whether or not such Representatives remain employed or in contractual privity with the Recipient.

10.3 Return of Confidential Information.

Upon the written request of the Disclosing Party, Recipient shall promptly return or, at the Recipient's option, delete or destroy all Confidential Information of the Disclosing Party (including all copies in whatever medium provided to, or made by, such recipient); provided, however, that, subject to the terms of this Agreement, (i) Recipient shall be entitled to retain one archival copy of such Confidential Information for purposes of determining its obligations under this Agreement and to otherwise satisfy requirements of law; and (ii) Recipient shall not be required to destroy any computer files stored securely by the Recipients or its Affiliates that are created during automatic system back up, or retained for legal purposes by the legal division of the Recipient and its Affiliates, provided that such retained Confidential Information shall remain subject to the terms of this Agreement. Notwithstanding Recipient's return or destruction of Confidential Information, Recipient shall continue to be bound by its obligation of confidentiality and non-use under this Agreement.

s.17
s.19(1)
s.20(1)(b)
s.20(1)(d)

10.4 Survival.

The provisions of this Section 10 (Confidential Information) shall survive the termination or expiration of the this Agreement for a period of ten (10) years, except with respect to any information that constitutes a trade secret (as defined under Law), in which case the recipient of such information will continue to be bound by its obligations under this Section 10 (Confidential Information) for so long as such information continues to constitute a trade secret, but in no event for a period of less than the ten (10)-year period specified above.

11. NOTICES.

Any notice required to be given hereunder shall be in writing and deemed to have been sufficiently given, (i) when delivered in person, (ii) on the next Business Day after mailing by overnight courier service, or, where overnight courier service is unavailable, by other expedited delivery provided by a recognized express courier, or (iii) when delivered via e-mail, provided the original is delivered via one of the preceding methods on or prior to the fifth (5th) Business Day after transmission of the e-mail, to the addresses specified below. Each notice shall specify the name and date of and parties to this Agreement.

If to Purchaser:

Public Services and Procurement Canada
10 Wellington Street, 5th Floor
Gatineau, Quebec K1A 0S5
Attention:

Email:

If to Pfizer:

Pfizer Canada ULC
17, 300 Trans-Canada Highway
Kirkland, Quebec H9J 2M5
Attention: Legal Affairs Division of Pfizer
Fax: 514-426-7599
Email: @pfizer.com

With a copy (which shall not constitute notice) to:

Pfizer Inc.
235 East 42nd Street
New York, NY 10017
Attention: General Counsel
LegalNotice@Pfizer.com

Either Party may, by notice to the other Party, change the addresses and names given above.

12. MISCELLANEOUS.

12.1

s.20(1)(b)
s.20(1)(c)
s.20(1)(d)

12.2

[redacted]

12.3 Publicity.

A Party shall not use the name, trade name, service marks, trademarks, trade dress or logos of the other Party in publicity releases, advertising or any other publication, without the other Party's prior written consent in each instance.

12.4 Governing Law.

[redacted]

12.5 [redacted]

[redacted]

12.6 Relationship of the Parties.

The relationship hereby established between Purchaser and Pfizer is solely that of independent contractors. Neither Party has authority to act or make any agreements or representations on behalf of the other Party. This Agreement is not intended to create, and shall not be construed as creating, between Pfizer and Purchaser, the relationship of principal and agent, employer and employee, joint venturers, co-partners, or any other such relationship, the existence of which is expressly denied.

12.7 Assignment; Binding Effect.

Neither Purchaser nor Pfizer shall assign, [redacted] any of its rights or delegate or subcontract any of its duties and obligations under

this Agreement without the prior written consent of the other Party, which may be withheld at such Party's discretion. Any such attempted assignment of rights or delegation or subcontracting of duties without the prior written consent of the other Party shall be void and ineffective. Any such assignment, delegation or subcontracting consented to by a Party shall not relieve the other Party of its responsibilities and liabilities hereunder and such assigning Party shall remain liable to other Party for the conduct and performance of each permitted assignee, delegate and subcontractor hereunder. This Agreement shall apply to, inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. The Parties agree that this Agreement is not intended by either Party to give any benefits, rights, privileges, actions or remedies to any Person or entity, partnership, firm or corporation as a third party beneficiary or otherwise under any theory of Law.

12.8 Force Majeure.

Neither Party shall be liable for any failure to perform or any delays in performance, and neither Party shall be deemed to be in breach or default of its obligations set forth in this Agreement, if, to the extent and for so long as, such failure or delay is due to any causes that are beyond its reasonable control and not to its acts or omissions,

12.9 Severability.

If and solely to the extent that any court or tribunal of competent jurisdiction holds any provision of this Agreement to be unenforceable in a final non-appealable order, such unenforceable provision shall be stricken and the remainder of this Agreement shall not be affected thereby. In such event, the Parties shall in good faith attempt to replace any unenforceable provision of this Agreement with a provision that is enforceable and that comes as close as possible to expressing the intention of the original provision.

12.10 Non-Waiver; Remedies.

A waiver by any Party of any term or condition of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies specified in this Agreement shall be cumulative and in addition to any other remedies provided at

Law or in equity.

12.11 Further Documents.

Each Party hereto agrees to execute such further documents and take such further steps as may be reasonably necessary or desirable to effectuate the purposes of this Agreement.

12.12 Forms.

The Parties recognize that, during the Term, a Purchase Order acknowledgment form or similar routine document (collectively, "**Forms**") may be used to implement or administer provisions of this Agreement. The Parties agree that the terms of this Agreement shall prevail in the event of any conflict between terms of this Agreement and the terms of such Forms, and any additional or different terms contained in such Forms shall not apply to this Agreement.

12.13 Headings.

Headings of Sections or other parts of this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement or change the meaning of this Agreement.

12.14 Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement, and shall become effective when signed by each of the Parties hereto and delivered to the other Party in accordance with the means set forth in Section 11 (Notices) or by reliable electronic means (with receipt electronically confirmed).

12.15 Electronic Delivery and Storage.

Delivery of a signed Agreement by reliable electronic means, including facsimile or email (with receipt electronically confirmed), shall be an effective method of delivery of the executed Agreement. This Agreement may be stored by electronic means and either an original or an electronically stored copy of this Agreement can be used for all purposes, including in any proceeding to enforce the rights and/or obligations of the Parties to this Agreement.

12.16 Entire Agreement; Amendments.

This Agreement, together with any attachments and amendments, which are hereby incorporated by reference (and as such attachments may be amended, amended and restated or replaced from time to time), constitute the entire agreement of the Parties with respect to its subject matter and merges and supersedes all prior discussions and writings with respect to thereto, [redacted] No modification or alteration of this Agreement shall be binding upon the Parties

unless contained in a writing signed by a duly authorized agent for each respective Party and specifically referring hereto or thereto.

12.17 Rule of Construction.

The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

12.18 Legal Costs.

Each Party will bear its own legal costs in preparing and concluding this Agreement.

[*signature on following page*]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

PFIZER CANADA ULC

By: [redacted]
Name: FABIEN PLANTE
Title: VACCINES LEAD, PFIZER CANADA

By: _____
Name: _____
Title: _____

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

By: _____
Name: Anita Anand
Title: Minister of Public Services and Procurement

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

PFIZER CANADA ULC

By:_____
Name:_____
Title:_____

By:_____
Name: COLE C. PINNOW
Title: President, Pfizer Canada

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

By:_____
Name: Anita Anand
Title: Minister of Public Services and Procurement

Attachment A - Specifications

[redacted]

Attachment B - Delivery Schedule and Price

Quarter		Total
Doses (million)		20

Price per dose:

Attachment C- Delivery Documentation

[redacted]

Attachment D – Delivery Specification

Attachment D – Delivery Specification

[redacted]

s.20(1)(b)

s.20(1)(d)

Attachment D – Delivery Specification

[redacted]

s.20(1)(b)

s.20(1)(d)

s.20(1)(b)

s.20(1)(d)

CONFIDENTIAL

[redacted]

Attachment E – Labelling and Packaging Specifications

[redacted]

Attachment F – Return and Disposal of Product Materials

Government of Canada / Gouvernement du Canada

Delivery Order
Bon de livraison

CONFIDENTIAL

s.18(b)

s.19(1)

Attachment G – Form of Purchase Order

To: - A:		Order No. - No. de la commande
PFIZER CANADA ULC PharmaCustomerServiceDept@pfizer.com [redacted]@pfizer.com		Order Date - Date de la commande Date Required - Demande pour le

Item No. No. de l'article	Item Description Description de l'article	Quantity Quantité	Price Prix
1 **Special Instructions/ Delivery Hours (if applicable)**			Firm dose price as set out in that certain manufacturing and supply agreement between PFIZER CANADA ULC and HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA dated September __, 2020.

Delivery Address - Adresse de livraison	Invoicing Address - Adresse de facturation
	Public Health Agency of Canada P2P Invoices 200 Eglantine Drive, 18th Floor Rm 1855C Jeanne Mance Building Ottawa, Ontario K1A 0K9 Email: [redacted]

Special Instructions - Instructions spéciales	Approved for the Minister - Approuvé pour le Ministre
The order number must appear on invoices, billing lists, packing lists, correspondence and outside containers. Please note additional instructions attached if applicable. Veuillez consulter les instructions supplémentaires s'il ya lieu. **PLEASE ADVISE PROVINCE/TERRITORY/DEPARTMENT CONTACT WHEN DELIVERY WILL OCCUR**	

Canada

s.18(b)
s.20(1)(b)
s.20(1)(c)

CONFIDENTIAL

AMENDMENT TO MANUFACTURING AND SUPPLY AGREEMENT

THIS AMENDMENT AGREEMENT ("**Amendment**") is dated as of December 4, 2020 ("**Amendment Effective Date**") and is made by and between Pfizer Canada ULC with offices at 17300 Trans-Canada Highway, Kirkland, Quebec, Canada, H9J 2M5 (hereinafter "**Pfizer**") and Her Majesty The Queen in Right of Canada, represented by the Minister of Public Works and Government Services Canada with offices at 11 Laurier St. / 11, rue Laurier, 6B3, Place du Portage III, Gatineau, Quebec, K1A 0S5 (hereinafter "**Purchaser**") and amends the Manufacturing and Supply Agreement ("**Agreement**") entered into by and between Pfizer and Purchaser on October 26, 2020. Capitalized terms used, but not defined herein, shall have the meaning ascribed to such term in the Agreement.

[redacted]

WHEREAS, Purchaser has requested and Pfizer has agreed, subject to the conditions set forth in the Agreement, to amend the Delivery Schedule so that a certain number of Contracted Doses are delivered prior to January 1, 2021 and in consideration thereof the Parties have agreed to increase the Price for those Contracted Doses which are delivered prior to January 1, 2021;

WHEREAS, in accordance with Section 12.16 of the Agreement, the Parties desire to enter into this Amendment to amend such terms in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of these premises and the covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged and agreed, and intending to be legally bound thereby, the Parties hereby agree as follows:

1. AMENDMENTS TO AGREEMENT

The Parties agree to amend the Agreement as follows:

1.1 Section 2.3(a) of the Agreement (*Contracted Doses*) is hereby amended as follows:

> "On the Effective Date, Purchaser shall submit to Pfizer a legally binding and irrevocable Purchase Order(s) for twenty million, one hundred and seventy-five (20,000,175) doses ("**Contracted Doses**") of the Product.",

and the Parties agree that (a) the invoice issued by Pfizer dated October 26, 2020 and (ii) an invoice to be issued on or about December 4, 2020 (collectively, the "**Invoice**") reflects such amended Contracted Doses.

1.2 Section 3.2(a) of the Agreement [redacted] is hereby amended as follows:

> "In partial consideration of the Contracted Doses, Purchaser shall [redacted] of receipt of an invoice from Pfizer issued on or after the Effective Date (the [redacted].",

and the Parties agree that the Invoice reflects such amended [redacted]

XXX

1.3 Attachment B to the Agreement shall be deleted in its entirety and Appendix 1 to this Amendment shall be included as a new Attachment B.

2. CONTINUING FORCE AND EFFECT

Except as otherwise amended under the terms of Section 1 herein, the Agreement shall remain in full force and effect.

3. LAW AND DISPUTES

[redacted]

4. COUNTERPARTS; FACSIMILE

This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party, it being understood that all Parties need not sign the same counterpart. This Amendment may be executed and delivered by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means.

[signature on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the Amendment Effective Date.

PFIZER CANADA ULC

By: [redacted]

Name: Fabien Paquette

Title: Vaccines Lead, Pfizer Canada

By: [redacted]

Name: Cole C. Pinnow

Title: President, Pfizer Canada

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

By: [redacted]

Name: Reza, Arianne

Title:

s.20(1)(b)

s.20(1)(c)

CONFIDENTIAL

APPENDIX 1
Attachment B – Delivery Schedule and Price

Quarter		Total
Doses		20,000,175
Price per dose		

s.20(1)(b)

s.20(1)(d)

SECOND AMENDMENT TO MANUFACTURING AND SUPPLY AGREEMENT

THIS SECOND AMENDMENT AGREEMENT ("**Amendment**") is dated as of January 27, 2021 ("**Amendment Effective Date**") and is made by and between Pfizer Canada ULC with offices at 17300 Trans-Canada Highway, Kirkland, Quebec, Canada, H9J 2M5 (hereinafter "**Pfizer**") and Her Majesty The Queen in Right of Canada, represented by the Minister of Public Works and Government Services Canada with offices at 11 Laurier St. / 11, rue Laurier, 6B3, Place du Portage III, Gatineau, Quebec, K1A 0S5 (hereinafter "**Purchaser**") and amends the Manufacturing and Supply Agreement ("**Agreement**") entered into by and between Pfizer and Purchaser on October 26, 2020, as amended as of December 4, 2020. Capitalized terms used, but not defined herein, shall have the meaning ascribed to such term in the Agreement.

WHEREAS, Purchaser placed an Additional Order on December 24, 2020 for 20,000,175 doses of the Product (the "**Additional Product**") after being advised by Pfizer that it had availability to supply and that it agreed to allocate the Additional Product to Purchaser pursuant to Section 2.3(c) of the Agreement;

WHEREAS, Purchaser and Pfizer have agreed, subject to the conditions set forth in the Agreement, to amend the Delivery Schedule to include the Additional Product;

WHEREAS, in accordance with Section 12.16 of the Agreement, the Parties desire to enter into this Amendment to amend such terms in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of these premises and the covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged and agreed, and intending to be legally bound thereby, the Parties hereby agree as follows:

1. AMENDMENTS TO AGREEMENT

The Parties agree to amend the Agreement as follows:

1.1 Attachment B to the Agreement shall be deleted in its entirety and Appendix 1 to this Amendment shall be included as a new Attachment B.

2. CONTINUING FORCE AND EFFECT

Except as otherwise amended under the terms of Section 1 herein, the Agreement shall remain in full force and effect.

3. LAW AND DISPUTES

[redacted]

4. COUNTERPARTS; FACSIMILE

This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been

[redacted]

signed by each of the Parties hereto and delivered to the other Party, it being understood that all Parties need not sign the same counterpart. This Amendment may be executed and delivered by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means.

[signature on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the Amendment Effective Date.

PFIZER CANADA ULC

By: [redacted]

Name: Fabien Paquette

Title: Vaccines Lead, Pfizer Canada

By: [redacted]

Name: Cole C. Pinnow

Title: President, Pfizer Canada

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

By: Reza, Arianne [redacted]

Name:

Title:

s.20(1)(b)

s.20(1)(c)

CONFIDENTIAL

APPENDIX 1
Attachment B – Delivery Schedule and Price

Quarter	[redacted]	Total
Doses	[redacted]	40,000,350
Price per dose in [redacted]	[redacted]	

[redacted]

[redacted]