SUPPLY AGREEMENT

This **SUPPLY AGREEMENT** (this "**Agreement**"), entered into as of ___ day of July, 2020 (the "**Effective Date**"), is by and between Her Majesty the Queen in Right of Canada, as represented by the Minister of Public Works and Government Services ("**Purchaser**") and Moderna Switzerland GmbH, a limited liability company ("*Gesellschaft mit beschränkter Haftung*") organized and existing under the Laws of Switzerland with company number CHE-344.522.989 and registered address at Aeschenvorstadt 55 (c/o Katja Schott, Wenger Plattner), 4051 Basel, Switzerland ("**Moderna**"). Purchaser and Moderna are referred to in this Agreement individually as a "**Party**" and together as the "**Parties**".

WHEREAS, Purchaser and Moderna entered into the Agreement, dated July 21, 2020, relating to the supply of Product as provided for herein (the "**Prior Agreement**").

WHEREAS, Purchaser wishes to obtain from Moderna supply of filled and finished mRNA-1273 in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the Parties hereby agree as follows:

1. DEFINITIONS.

Unless specifically set forth to the contrary herein, the following terms, whether used in the singular or plural, will have the respective meanings set forth below:

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

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

1.3 "**Anticipated Delivery Schedule**" has the meaning set forth in Section 5.3(i).

1.4 "**Anticipated First Delivery Date**" has the meaning set forth in Section 5.3(i).

1.5 "**Applicable Laws**" means, (a) with respect to Moderna, the Laws of the jurisdiction where the Manufacturing Site is located, and (b) with respect to Purchaser, the Laws of all jurisdictions in the Territory where the Product is Manufactured, imported, distributed, administered or used, including any other jurisdiction ([redacted]) where the Product provided under this Agreement is distributed, administered or used.

1.6 "**Business Day**" means a calendar day other than a Saturday, a Sunday, or a bank or other public holiday in Boston, Massachusetts, Visp, Switzerland or the location of the Manufacturing Site.

1.7 "**Cessation Date**" means the date Moderna provided written notice to Purchaser that Moderna and its Affiliates have discontinued worldwide clinical development of the Product due to clinical failure or otherwise. Notwithstanding the foregoing, the Cessation Date will never occur if any Relevant Marketing Approval has been obtained prior to such date.

1.8 "**cGMP**" means current good manufacturing practices [redacted]

1.9 "**Confidential Information**" means all technical, scientific and other know-how and information, trade secrets, knowledge, technology, means, methods, processes, practices, formulas, instructions, skills, techniques, procedures, specifications, data, results and other material, pre-clinical and clinical trial results, manufacturing procedures, test procedures and purification and isolation techniques, and any tangible embodiments of any of the foregoing, and any scientific, manufacturing, marketing and business plans, any financial and personnel matters relating to a Party or its present or future products, sales, licensors, licensees, suppliers, purchasers, employees, investors or businesses, that have been disclosed by or on behalf of such Party or such Party's Affiliates or Related Parties (as applicable) to the other Party or the other Party's Affiliates or Related Parties (as applicable), including in connection with the discussions and negotiations pertaining to this Agreement or in the course of performing this Agreement. Without limiting the foregoing, (a) this Agreement and its terms as well as all information pertaining to the relationship between the Parties will be deemed Confidential Information of Moderna (the "**Agreement Information**"), except as set forth in the last sentence of Section 7.1, (b) the Moderna Technology is Confidential Information of Moderna, and (c) the Product, including the Specifications, Marketing Approvals for the Product, and all data, results and other information relating to the Product (including the safety, immunogenicity or efficacy of the Product) is Confidential Information of Moderna.

1.10 "**Confirmed Volume**" means, based on a dose of 100-micrograms of the Product, six (6) million doses of the Product, [redacted]

1.11 "**Contracting Authority**" has the meaning set forth in Section 2.3.

1.12 "**COVID-19 Pandemic**" has the meaning set forth in Section 12.11.

1.13 [redacted] **Delivery Schedule**" has the meaning set forth in Section 5.3(i).

1.14 [redacted] has the meaning set forth in Section 5.3(v).

1.15 [redacted] **Option Increase**" has the meaning set forth in Section 5.3(v).

1.16 [redacted] **Option Notice**" has the meaning set forth in Section 5.3(v).

1.17 "**Deficient Product**" has the meaning set forth in Section 5.4(i).

1.18 [redacted] has the meaning set forth in Section 5.3(iii).

1.19 "**Delivery Site**" means [redacted]

1.20 "**Dispute**" has the meaning set forth in Section 12.3(i).

1.21 [redacted] has the meaning set forth in Section 5.3(ii).

1.22 "**FOIA**" has the meaning set forth in Section 7.3(vi).

1.23 "**Force Majeure Event**" has the meaning set forth in Section 12.11.

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

1.25 "**ICC**" has the meaning set forth in Section 12.3(iii).

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

1.27 [redacted] has the meaning set forth in Section 9.1(iv).

1.28 "**Major European Country**" means [redacted]

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

1.30 "**Manufacturing Site**" means any manufacturing site at which the Product for delivery to the Territory has been Manufactured, which locations will be identified by Moderna to Purchaser in writing from time to time.

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

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

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

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

1.35 [redacted] **Option Increase**" has the meaning set forth in Section 5.3(v).

1.36 [redacted] **Option Notice**" has the meaning set forth in Section 5.3(v).

1.37 [redacted]

1.38 "**Option Notice**" has the meaning set forth in Section 5.3(v).

1.39 "**Option Payment**" has the meaning set forth in Section 5.3(v).

1.40 [redacted] has the meaning set forth in Section 11.2(iii).

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

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

1.43 "**PREP Act**" means the Public Readiness and Emergency Preparedness Act, 42 U.S.C. § 247d-6d and the US HHS Declaration (effective February 4, 2020) regarding medical countermeasures against COVID-19.

1.44 "**Price Per 100-microgram Dose**" means US$[redacted] assuming multi-dose vials.

1.45 "**Product**" means the finished and packaged form of Moderna's proprietary mRNA-1273 vaccine against COVID-19, as further described in Exhibit A.

1.46 [redacted] has the meaning set forth in Section 5.4(i).

1.47 "**Product Marks**" means the Trademarks set forth on Exhibit B attached hereto.

1.48 "**Product Payment**" means the dollar amount equal to the Confirmed Volume multiplied by the Price Per 100-microgram Dose, which amount equals US$[redacted]

1.49 "**Project Manager**" has the meaning set forth in Section 2.2.

1.50 "**Purchaser**" is the Government of Canada, as set forth in the preamble.

1.51 "**Recall**" has the meaning set forth in Section 6.4(i).

1.52 [redacted] has the meaning set forth in Section 5.3(ii).

1.53 "**Regulatory Authority**" means any Governmental Authority involved in granting Marketing Approvals in the Territory.

1.54 "**Related Parties**" means, with respect to Purchaser, other Governmental Authorities in the Territory.

1.55 "**Relevant Marketing Approval**" means any of the following Marketing Approvals for the Product: (a) Marketing Approval for the Product by the Regulatory Authority in the Territory; [redacted]

[redacted]

1.56 "**Representative**" with respect to a Person means any of its directors, managers, officers, employees, officials, contractors, advisors or other representatives of such Person (including any contractors, representatives or advisors retained by any department or central agency, in the case of Purchaser).

1.57 "**SEC**" has the meaning set forth in Section 7.6.

1.58 "**Specifications**" means the specifications or similar requirements for the Product that are provided by Moderna to Purchaser in writing.

1.59 "**Survival Date**" has the meaning set forth in Section 13.3.

1.60 "**Technical Authority**" has the meaning set forth in Section 2.4.

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

1.62 "**Term**" has the meaning set forth in Section 11.1.

1.63 "**Territory**" means Canada.

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

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

1.66 "**Tribunal**" has the meaning set forth in Section 12.3(iii).

1.67 "**Updated First Delivery Date**" has the meaning set forth in Section 5.3(ii).

2. GOVERNANCE.

2.1 Each Party will appoint representatives as provided for in Section 2. Each Party may designate or substitute its representative by providing written notice to the other Party.

2.2 Moderna will appoint a Moderna representative (the "**Project Manager**") to be responsible for overseeing the conduct of the activities of Moderna under this Agreement.

2.3 Purchaser will appoint a representative to be responsible for contract management, administration, and making payments, and any other responsibilities specifically identified in this Agreement (the "**Contracting Authority**"). Unless specified otherwise, all communications between Moderna and Purchaser regarding the conduct of the obligations under this Agreement will be addressed to or routed through the Project Manager and the Contracting Authority, respectively.

2.4 Purchaser will appoint a representative to be responsible for providing information, guidance and advice on the technical and regulatory aspects under this Agreement (the "**Technical Authority**"). The Project Manager and the Technical Authority will coordinate the performance of the activities of the Parties relating to the technical and regulatory aspects of this Agreement.

3. PURCHASER OBLIGATIONS.

3.1 RESERVED.

3.2 Purchaser Responsibilities. Subject to the terms and conditions of this Agreement, [redacted] Without limiting the foregoing, in fulfillment of its rights and obligations under this Agreement, during the Term, [redacted]

[redacted]

(v) distribute the Product in the Territory;

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

[redacted]

[redacted]

3.4 Approved Dose. Purchaser acknowledges that no dose other than that specified in the Marketing Approval for the Product (as and when granted) in the Territory has been approved or recommended by Moderna, and Moderna makes no representations or warranties regarding the use of the Product at any dose other than such dose. Purchaser, other than the National Advisory Committee on Immunization, [redacted] Moderna will be entitled to disclose such information to any Governmental Authority or Regulatory Authority in any country or jurisdiction in connection with compliance with its legal or regulatory obligations.

3.5 Drug Label. Purchaser acknowledges and agrees that the terms and conditions hereof assume that a drug label for the [redacted] will be implemented for the Product in the Territory, [redacted]

3.6 Exceptions to Territory Restrictions. By way of exceptions to territory restrictions stated in Section 3.3, Purchaser and its Related Parties may provide the Product to [redacted]

[redacted]

4. PAYMENT; REFUND.

4.1 Payment. [redacted] Effective Date, Purchaser will pay [redacted] to Moderna.

4.2 Payment Instructions. All amounts payable to Moderna under this Agreement will be paid in U.S. Dollars, [redacted]

4.3 Taxes.

(i) All payments hereunder will be exclusive of any sales taxes, VAT, duties, levies, surcharges, or other similar taxes or governmental charges and any penalties levied thereon and will be increased as a result of any such amounts.

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

[redacted]

(iv) The Parties will cooperate with respect to all documentation required by any taxing authority, the preparation of any tax returns, or reasonably requested by either Party [redacted]

4.4 Refunds. [redacted]

4.5 Moderna represents and the Purchaser acknowledges that there are complex manufacturing processes, high technological and research and development barriers, regulatory approval, licensure acquisition, supply security, marketing approval and other cost drivers involved in the manufacturing steps necessary to produce vaccines in a manner that is safe, effective, and consistent over the life cycle. As a result, the Parties agree that [redacted]

5. MANUFACTURING AND DELIVERY.

5.1 Manufacture and Supply. [redacted]

5.2 Subcontracting. Moderna may subcontract all or any part of the Manufacture or supply of the Product or any other of its obligations under this Agreement to any of its Affiliates or any Third Party(ies).

5.3 Delivery Schedule; Delivery.

(i) Subject to the terms set forth herein (including Section 5.3(ii), Section 5.3(iii) and Section 9.1(i)), Moderna will supply the Confirmed Volume to Purchaser in accordance with this Agreement. Exhibit D contains information related [redacted] the Product to Purchaser [redacted] including [redacted] date for the Product to Purchaser (the ' [redacted] Moderna will provide an update to Exhibit D on or about [redacted] (the ' [redacted]), which is [redacted]

(ii) [redacted]

(iii) [redacted]

[redacted]

(iv) Moderna will make available each quantity of the Product required under this Agreement to Purchaser [redacted] (Incoterms 2020) at the Delivery Site. Risk of loss or of damage to the Product will remain with Moderna until [redacted] at which time risk of loss or damage will transfer [redacted] If Purchaser [redacted]

(v) Purchaser may, at its sole option, provide Moderna with a written notice to increase the number of doses of Product to be delivered by Moderna to Purchaser under this Agreement by up to fifty (50) million doses of Product (based on a dose of 100-micrograms of Product and such option must be exercised [redacted] (such increased doses, the **Option Increase**", and such written notice, the **Option Notice**"); *provided*, that, [redacted] (such increased doses, the **Option Increase**" and each of the [redacted] Option Increase and the [redacted] Option Increase, an "**Option Increase**"), and such written notice, the "[redacted] **Option Notice**", and each of the [redacted] Option Notice and the [redacted] Option Notice, an "**Option Notice**"). [redacted]

[redacted]

5.4 Acceptance/Rejection of Product.

(i) Product Claim. [redacted]

(ii) [redacted]

[redacted]

(iii) Determination of Deficiency. Upon receipt of a Product Claim, [redacted] If, after joint testing or investigation has been performed, the Parties still cannot agree on the root cause, the provisions of Exhibit C will apply and, after the required negotiation, the dispute will be handled as a Technical Dispute.

5.5 Disposition of Deficient Product. Purchaser will not dispose of any damaged, returned, or Deficient Product for which it intends to assert a Product Claim against Moderna without Moderna's prior written authorization to do so. Moderna may instruct Purchaser to return the Product to Moderna to a location identified by Moderna. [redacted]

6. REGULATORY. In the event of any conflict between this Agreement and any provision of the *Food and Drugs Act* (including any provision made under it), the *Food and Drugs Act* will prevail; *provided*, that in the event that a conflict between the terms of this Agreement and any provision of the *Food and Drugs Act* exists or arises, (i) the Party determining that such conflict exists or arises will give prompt written notice (and in any event, within [redacted] of such determination) to the other Party, (ii) the Parties will cooperate in good faith to resolve any such conflict, including [redacted] and (iii) will negotiate a replacement provision that complies with the *Food and Drugs Act* but preserves the intent of the Parties as provided hereunder (if necessary).

6.1 General. Moderna and Purchaser will discuss the available regulatory pathways for obtaining approval for the Product in the Territory. If an emergency use authorization, conditional approval, temporary approval, expedited approval, accelerated approval or similar approval for the Product in the Territory cannot be obtained, or Moderna or its designee must obtain a non-accelerated Marketing Approval after such other authorization or approval is obtained, then, as between the Parties, Moderna or its designee will be the Marketing Approval holder for the Product in the Territory, unless otherwise agreed in writing by the Parties or otherwise not permissible under Applicable Laws in the Territory.

6.2 Regulatory Authority Documentation. If an emergency use authorization, conditional approval, temporary approval, expedited approval, accelerated approval or similar approval for the Product in the Territory cannot be obtained, then Moderna [redacted] Marketing Approval for the Product in the Territory (itself or through its Affiliates, collaborators or contractors) and to make available to the Regulatory Authority in the Territory, [redacted] all relevant documents relating to Marketing Approval application required by the Regulatory Authority in the Territory for the distribution, supply and sale of the Product in the Territory; *provided, however*, that such efforts will not require Moderna to carry out any additional non-clinical trials, clinical trials or post-approval trials other than any trials the Minister of Health determines are necessary under Applicable Law to address safety measures post-approval. Purchaser will provide assistance reasonably required by Moderna in connection with the same.

6.3 RESERVED.

6.4 Product Recalls.

(i) The Parties will each maintain records necessary to permit a Recall of any Product delivered to Purchaser or customers of Purchaser. Each Party will promptly notify the other Party of any information which might affect the marketability, safety or effectiveness of the Product or which might result in the Recall or seizure of the Product in the Territory. Upon receiving this notice or upon this discovery, each Party will stop making any further shipments of any Product in the Territory in its possession or control until a decision has been made whether a Recall or some other corrective action is necessary. The decision to initiate a Recall or to take some other corrective action, if any, with respect to the Product in the Territory will be made and implemented by Moderna, in its sole discretion. "**Recall**" means any action: (a) to recover title to or possession of quantities of the Product sold or shipped to any Person in the Territory (including the voluntary withdrawal of the Product from the Territory); (b) by any Regulatory Authority to detain or destroy any of the Product; or (c) to refrain from selling or shipping quantities of the Product to any Person in the Territory which would be subject to a Recall if sold or shipped. Nothing in this provision affects the Minister of Health's ability to order recalls under the *Food and Drugs Act.*

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

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

6.6 [redacted]

6.7 Notice Obligations. Moderna will provide Purchaser with prompt written notice of its receipt of any Relevant Marketing Approval or that Moderna and its Affiliates have discontinued worldwide clinical development of the Product due to clinical failure or otherwise.

7. MUTUAL CONFIDENTIALITY.

7.1 Mutual Non-Disclosure and Non-Use. Except as set forth herein, each Party and its Affiliates (in the case of Moderna) or its Representatives will keep completely confidential and will not disclose to any Person any Confidential Information of the other Party, except in accordance with Section 7.2, 7.3, 7.4 or 7.6. Neither Party will use Confidential Information of the other Party except as necessary to perform its obligations or to exercise its rights under this Agreement. Notwithstanding anything to the contrary herein, Purchaser will not permit or enable the disclosure of Confidential Information of Moderna to, or use any Confidential Information of Moderna by, any Third Party involved in the research, development, manufacturing or commercialization of any mRNA construct (or formulation thereof) or lipid nanoparticle. Without Purchaser's consent and except as expressly provided

for herein (as if such information is Confidential Information of Purchaser), Moderna will not disclose to any other Person (other than representatives of Moderna or any of its Affiliates) any Agreement Information in any way that identifies Purchaser or would reasonably be expected to identify Purchaser.

7.2 Exclusions. The obligations of nondisclosure and non-use set forth in Section 7.1 will not apply to the extent that such Confidential Information:

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

(ii) at the time of disclosure by the disclosing Party, any of its Affiliates or its or their Representatives, as applicable, is in the public domain;

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

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

(v) is developed by the receiving Party independently without use of, reliance upon or reference to Confidential Information received from the disclosing Party, any of its Affiliates or any of its or their Representatives, as applicable, as documented by the receiving Party's contemporaneous written business records or government records.

7.3 Authorized Disclosures. Each receiving Party represents and warrants that it has instituted, and will maintain, security procedures to identify and account for all copies of Confidential Information of the disclosing Party. Notwithstanding the obligations of confidentiality and non-use set forth above:

(i) With Consent. A receiving Party may provide Confidential Information disclosed to it to the extent agreed to in writing in advance by the disclosing Party;

(ii) For Advice. A receiving Party may provide Confidential Information disclosed to it to such Party's professional advisors;

(iii) Agreement Performance. Purchaser will be permitted to discuss this Agreement (and its terms) with personnel within its administration who: (a) have a need to know such information in order to execute this Agreement or to pay any amounts or to make or approve any decisions hereunder; (b) are legally bound to keep such information confidential and not disclose such information to any other Person outside its administration and restricts the use of such information, in each case, on terms no less stringent than the terms of this Section 7; (c) are informed of the confidential nature of such information; and (d) use such information solely for the permitted purpose set forth in Section 7.1 or as required to perform the functions required by applicable Law or under this Agreement;

(iv) Agreement Performance. Moderna will be permitted to discuss this Agreement (and its terms) with the Moderna Parties who (a) have a need to know such information in order to perform this Agreement; (b) are legally bound to keep such information confidential and not

disclose such information to any other Person and restricts the use of such information, in each case, on terms no less stringent than the terms of this Section 7; (c) are informed of the confidential nature of such information and (d) use such information solely for the permitted purpose set forth in Section 7.1;

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

(vi) Required by Law. A receiving Party may disclose Confidential Information disclosed to it to the extent required by applicable Law; *provided,* that (A) if a Party is required by Law to disclose Confidential Information of the other Party that is subject to the confidentiality provisions of this Section 7, then if legally permitted, such Party will use reasonable best efforts to prevent and limit the disclosure of such Confidential Information and promptly inform the other Party of the disclosure that is being sought in order to provide the other Party an opportunity to challenge or limit the disclosure; (B) if Purchaser receives a request under the relevant freedom of information legislation or similar Law ("**FOIA**") to disclose any Confidential Information, if legally permitted, the receiving Party will comply with its legal disclosure obligations, including providing notice to the disclosing Party prior to disclosure of the request for disclosure being sought in order to provide the other Party an opportunity to submit to the receiving Party a non-disclosure justification, or to challenge or limit the disclosure by other methods. Additionally, the receiving Party will inform the other Party of the process and opportunity to make representations and challenge the receiving Party's proposed disclosure of information decision; and (C) Confidential Information that is required to be disclosed by Law will remain otherwise subject to the confidentiality and non-use provisions of this Section 7; and

(vii) Business Purposes. Moderna may disclose Confidential Information of Purchaser to any bona fide actual or prospective acquirers, underwriters, financial advisors, investors, lenders, or other non-strategic financing sources and any bona fide actual or prospective collaborators, licensors, licensees, or strategic partners and to employees, directors, agents, consultants, and advisers of any such Third Party, in each case, who are under obligations of confidentiality and non-use with respect to such information that is no less stringent than the terms of this Section 7 (but of duration customary in confidentiality agreements entered into for a similar purpose with underwriters, financial advisors, investors, lenders, or other non-strategic financing sources but not less than two (2) years).

(viii) Governmental Purposes**.** The Purchaser will be permitted to disclose Confidential Information of Moderna for the purposes of government administration and operations, and in the exercise of Crown privileges. For greater clarity, this includes reporting to the Parliament of Canada, for public safety and national security purposes and for proactive disclosure required by applicable Law. Any such disclosure of Confidential Information under this clause (viii) will be limited to only that Confidential Information that is reasonably necessary to disclose under applicable Law, and under and in compliance with the privacy, confidentiality and proactive disclosure policy regimes of the Government of Canada.

7.4 Publicity; Press Releases. Subject to Section 7.6, each Party will not, and will cause each of its Affiliates or Related Parties, as applicable, and representatives not to, issue or cause the publication of any press release or other public announcement with respect to this Agreement, the subject matter hereof or the transactions contemplated hereby without the prior written consent of the other Party; *provided*, that upon the request of a Party, the other Party will cooperate in good faith with such Party in making a press release relating to this Agreement, the subject matter hereof and the transactions

contemplated hereby. Either Party may subsequently publicly disclose any information previously contained in any public announcement made in accordance with this Section 7.

7.5 Data Protection and Security Standards. Without prejudice to any other provision of this Agreement, in the event that Moderna intends to provide to Purchaser any sensitive Confidential Information, Moderna will notify Contracting Authority in writing that the provisions of Exhibit E apply to such information and will identify whether it intends to provide the information to the Technical Authority or Contracting Authority. Purchaser will comply with the provisions of Exhibit E.

7.6 Securities Filings. Notwithstanding anything to the contrary herein, Purchaser acknowledges and agrees that Moderna and its Affiliates may submit this Agreement (and any other agreement entered into in connection herewith) to the United States Securities and Exchange Commission (the "**SEC**") or any securities exchange for which its securities are listed and if Moderna or any such Affiliate does submit this Agreement (and any other agreement entered into in connection herewith) to the SEC or any such securities exchange for filing, Moderna agrees to consult with Purchaser with respect to the preparation and submission of a confidential treatment request for this Agreement, if confidential treatment is available for such disclosure. If Moderna or any of its Affiliates is required by applicable Law to make a disclosure of the terms of this Agreement in a filing with or other submission to the SEC or any securities exchange for which its securities are listed or otherwise to comply with applicable Law, and (i) Moderna has provided copies of the disclosure to Purchaser with reasonable advance notice of such filing or other disclosure under the circumstances, (ii) Moderna has promptly notified Purchaser in writing of such requirement and any respective timing constraints, and (iii) Moderna has given Purchaser a reasonable amount of time under the circumstances from the date of notice by Moderna of the required disclosure to comment upon, request confidential treatment or approve such disclosure, then Moderna or such Affiliate will have the right to make such public disclosure at the time and in the manner reasonably determined by its counsel to be required by applicable Law. Notwithstanding anything to the contrary herein, it is hereby understood and agreed that if Moderna or any of its Affiliates is seeking to make a disclosure as set forth in this Section 7.6, and Purchaser provides comments within the respective time periods or constraints specified herein or within the respective notice, Moderna, such Affiliate or its counsel, as the case may be, will in good faith consider incorporating such comments.

8. INTELLECTUAL PROPERTY.

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

8.2 Use of Product Marks.

(i) Purchaser acknowledges that the Product Marks and all goodwill pertaining thereto are the exclusive property of Moderna or its Affiliates, that nothing in this Agreement grants Purchaser or any Person any right, title or interest therein, and that all use of the Product Marks by Purchaser or its Related Parties or any Person acting under its or their authority or instructions will inure to the benefit of Moderna.

(ii) Purchaser will not hold itself out as the owner of any of the Product Marks. Purchaser will not challenge or deny the validity of the Product Marks or Moderna's ownership thereof.

(iii) Purchaser will not use or attempt to register, or aid any Third Party in using or attempting to register, any Trademark or Internet domain name that in the opinion of Moderna is likely to cause confusion with any of the Product Marks.

(iv) Purchaser's use of the Product Marks is subject to control by Moderna, and Purchaser will discontinue use of any Product Marks to which Moderna objects. Purchaser will not use any of the Product Marks in a manner that diminishes the value of any of the Product Marks or disparages Moderna or its Affiliates or that Moderna otherwise deems to be inappropriate.

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

(vi) In the event Purchaser becomes aware of potential confusion by any person between a Product Mark and a Third Party Trademark or Internet domain name, Purchaser will promptly notify Moderna and will cooperate with Moderna in the enforcement or defense of the Product Mark.

(vii) Purchaser will cooperate with Moderna and its Affiliates in the recordation of the Product Marks with customs authorities to help prevent the importation of counterfeit or infringing goods.

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

9. [redacted]

9.1 [redacted]

[redacted]

[redacted]

9.2 [redacted]

9.3 [redacted]

10. REPRESENTATIONS AND WARRANTIES.

10.1 Moderna Warranties. Moderna represents and warrants to Purchaser as of the Effective Date that:

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

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

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

(iv) the execution, delivery and performance of this Agreement, and compliance with the provisions of this Agreement, by Moderna does not and will not: (a) violate in any material respect any provision of applicable Laws or any ruling, writ, injunction, order, permit,

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

10.2 Purchaser Warranties. Purchaser represents and warrants to Moderna as of the Effective Date that:

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

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

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

(iv) it has sufficient, liquid funds to pay all amounts hereunder;

(v) Purchaser is not aware of any conflicts between any of the terms of this Agreement and any provision of the *Food and Drugs Act* (including any provision made under it); and

(vi) the Product, if labelled and Manufactured in accordance with this Agreement, the Marketing Approval, and in compliance with cGMP and Applicable Laws, may be lawfully imported, distributed, administered and used in the Territory.

10.3 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, MODERNA AND ITS AFFILIATES MAKE NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OF NON-INFRINGEMENT, OR REGARDING RESULTS OBTAINED THROUGH THE USE OF ANY PRODUCT.

11. TERM; TERMINATION.

11.1 Term. This Agreement will commence on the Effective Date and will continue until the earliest of (a) the date that all of the then current Confirmed Volume of the Product and all Option Increases have been delivered by Moderna to Purchaser, (b) the Cessation Date, (c) [redacted] (which will automatically be extended to [redacted] upon the exercise of any option by Purchaser under Section 5.3(v)) and (d) the termination of this Agreement in accordance with Section 11.2 (the "**Term**").

11.2 Termination.

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

(ii) [redacted]

(iii) [redacted]

(iv) [redacted]

(v) [redacted] may terminate this Agreement, by written notice [redacted] for any material breach of this Agreement [redacted] if such breach is not cured [redacted] receives written notice of such breach from the [redacted] *provided*, *however*, that if such breach is not capable of being cured within such [redacted] and the [redacted] has commenced and diligently continued actions to cure such breach within such [redacted] except in the case of a payment default, the cure period will be [redacted] so long as [redacted] is making diligent efforts to do so. Such termination will be effective upon expiration of such cure period; *provided,* that in the event that the [redacted] disputes in good faith the [redacted] grounds for terminating this Agreement pursuant to this Section 11.2(v), then the Parties will refer such dispute for resolution [redacted] and the provisions therein will apply.

11.3 Effects of Expiration or Termination.

(i) In the event of the expiration or termination of this Agreement in accordance with the terms hereof, [redacted]

(ii) [redacted]

(iii) Upon the expiration or termination of this Agreement, at the written request of the disclosing Party, the receiving Party will return to the disclosing Party or destroy all originals, copies, and summaries of documents, materials, and other tangible manifestations of Confidential Information in the possession or control of the receiving Party (including its employees, advisors, agents and Affiliates); *provided*, *however*, that (a) one (1) copy of the Confidential Information may be retained by the receiving Party for the sole purpose of monitoring its ongoing obligations hereunder and (b) one (1) copy of Purchaser's Confidential Information may be retained and used by or on behalf of Moderna or its Affiliates in connection with regulatory filings for the Products. Purchaser also will promptly return to Moderna all materials, equipment, samples, data, reports, and other property, information or know-how in recorded form that was provided by or on behalf of Moderna or developed for Purchaser hereunder.

12. MISCELLANEOUS.

12.1 Assignment. Except as expressly provided in this Agreement, this Agreement may not be assigned or otherwise transferred, nor may any right or obligation hereunder be delegated, assigned or transferred, by either Party without the written consent of the other Party. Notwithstanding [redacted] in connection with, merger, sale of assets, reorganization, consolidation or otherwise, all or substantially all of the business of Moderna to which the subject matter of this Agreement relates. Any purported assignment in violation of this Section 12.1 will be null, void, and of no legal effect.

12.2 Governing Law. This Agreement will be construed and the respective rights of the Parties determined in accordance with the substantive Laws of [redacted] notwithstanding any provisions of [redacted] Laws or any other Laws governing conflicts of laws to the contrary, and the patent Laws of the relevant jurisdiction without reference to any rules of conflicts of laws to the contrary. Each Party, and its Affiliates and Related Parties, disclaims any reliance on any representation, act or omission other than what is expressly set forth in this Agreement. [redacted]

12.3 Dispute Resolution.

(i) Disputes. Except as expressly set forth otherwise in this Agreement, disputes of any nature arising (whether in contract, tort or otherwise) under, relating to, or in connection with this Agreement or the transactions contemplated by this Agreement ("**Disputes**") will be resolved pursuant to this Section 12.3.

(ii) Dispute Escalation. In the event of a Dispute between the Parties, the Parties will first attempt to resolve such Dispute by good faith negotiation and consultation between Contracting Authority and the Project Manager. In the event that such Dispute is not resolved on an

informal basis within [redacted] from receipt of the written notice of a Dispute (subject to subsection (v) below), any Party may, by written notice to the other, have such Dispute referred to [redacted] for Moderna and Assistant Deputy Minister, Procurement for Purchaser (or their respective designees, which designees will have decision-making authority on behalf of the applicable designating Party), who will attempt to resolve such Dispute by good faith negotiation and consultation for a [redacted] period following receipt of such written notice.

(iii) ICC Arbitration. In the event a Dispute between the Parties is not resolved pursuant to Section 12.3(ii), either Party may at any time after the time periods set forth in Section 12.3(ii) above submit such Dispute to be finally settled by arbitration administered in accordance with the procedural rules of the International Chamber of Commerce ("**ICC**") in effect at the time of submission, as modified by this Section 12.3. The arbitration and any arbitral award will be enforced under the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*), including the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (9 U.S.C. §201 *et seq.*). The arbitration will be heard and determined by three (3) arbitrators who are retired judges or attorneys with at least ten (10) years of relevant experience in the pharmaceutical and biotechnology industry, each of whom will be impartial and independent (the "**Tribunal**"). Pursuant to Article 13 of the ICC Rules of Arbitration, each Party will appoint one arbitrator and the third arbitrator will be selected by the International Court of Arbitration. Such arbitration will take place in [redacted] and the arbitration will be conducted in English. The Parties covenant and agree that they will participate in the arbitration in good faith and that they will share equally its costs, except as otherwise provided herein or as ordered by the Tribunal. The Tribunal will award the prevailing Party its costs and expenses of the arbitration, including attorneys' fees and related fees and expenses. Any Party unsuccessfully refusing to comply with an order or award of the Tribunal will be liable for costs and expenses, including attorneys' fees, incurred by the other Party in enforcing any such order or award. It is the intent of the Parties that the arbitration proceed in a manner that is efficient, expeditious and cost-effective. Notwithstanding anything to the contrary herein, the Parties agree that a Party may seek provisional equitable relief (including restraining orders, specific performance or other injunctive relief) (without first complying with Sections 12.3(ii) and 12.3(iii)) in a court of competent jurisdiction to prevent an actual or threatened breach of this Agreement.

(iv) The Tribunal will determine the arbitrability of any disputes and the applicability of this Section 12.3, and will be empowered to grant interim and injunctive relief. Purchaser (a) hereby waives to the extent not prohibited by Law, and agrees not to assert, by way of motion, as a defense or otherwise, in any such action, suit, arbitration or proceeding, any claim that this Agreement is not binding on Purchaser and/or that it is not subject personally to the jurisdiction of the forums named herein, that its property is exempt or immune from attachment or execution, that any such action, suit, arbitration or proceeding brought in one of the forums named herein should be dismissed on grounds of forum non conveniens, should be transferred to any forum other than one of the forums named herein, or should be stayed by reason of the pendency of some other action, suit, arbitration or proceeding in any other forum other than one of the forums named herein, or that this Agreement or the subject matter hereof may not be enforced in or by such forums, and (b) hereby agrees not to commence any such action, suit, arbitration or proceeding other than before one of the forums named herein nor to make any motion or take any other action, suit, arbitration or proceeding seeking or intending to cause the transfer or removal of any such action, suit, arbitration or proceeding to any forum other than one of the forums named herein whether on the grounds of forum non conveniens or otherwise. The Parties agree that this arbitration agreement and any arbitral award may be enforced in the federal and state courts located in [redacted] and each Party hereby submits to the jurisdiction of such courts for such purposes. Notwithstanding the foregoing, application may be made to any court of competent jurisdiction with respect to the enforcement of any judgment or award, and if Moderna is unable to obtain jurisdiction in the forums named herein over

Purchaser, then Moderna will, in its sole discretion, be permitted to commence any such action, suit, arbitration or proceeding in any forum in the Territory.

(v) RESERVED.

(vi) Tolling. The Parties agree that all applicable statutes of limitation and time-based defenses (such as estoppel and laches), as well as all time periods in which a Party must exercise rights or perform obligation hereunder, will be tolled once the dispute resolution procedures set forth in this Section 12.3 have been initiated and for so long as they are pending, and the Parties will cooperate in taking all actions reasonably necessary to achieve such a result. In addition, during the pendency of any Dispute under this Agreement (a) this Agreement will remain in full force and effect, (b) the provisions of this Agreement relating to termination for material breach with respect to such Dispute will not be effective, (c) the time periods for cure as to any termination notice given prior to the initiation of action, suit, arbitration or proceedings will be tolled, (d) any time periods to exercise rights or perform obligations will be tolled, and (e) neither Party will issue a notice of termination pursuant to this Agreement based on the subject matter of the action, suit, arbitration or proceedings, in each case ((a) – (e)), until the applicable forum has confirmed the material breach and the existence of the facts claimed by a Party to be the basis for the asserted material breach; *provided,* that if such breach can be cured by (i) the payment of money, then the defaulting Party will have an additional [redacted] after its receipt of the judgement or arbitral award to pay such amount, or (ii) the taking of specific remedial actions, the defaulting Party [redacted] to diligently undertake and complete such remedial actions [redacted] or any specific timeframe established by the applicable forum's decision before any such notice of termination can be issued. Further, with respect to any time periods that have run during the pendency of the Dispute, the applicable Party [redacted] or any specific timeframe established by the applicable forum's decision to exercise any rights or perform any obligations affected by the running of such time periods.

(vii) Notwithstanding anything to the contrary in this Agreement, the Purchaser shall continue to benefit from Crown privileges as applied under Canadian law.

12.4 Entire Agreement; Amendments. This Agreement (including the Exhibits) contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all previous arrangements with respect to the subject matter hereof, whether written or oral, including, effective as of the Effective Date, that the Prior Agreement and the Confidential Disclosure Agreement, dated June 28, 2020, between ModernaTX, Inc. and Her Majesty the Queen in Right of Canada, as represented by the Minister of Public Works and Government Services, as amended from time to time (*provided,* that all information disclosed or exchanged prior to the Effective Date relating to the subject matter of this Agreement will be treated as Confidential Information hereunder) will terminate and be of no further force and effect on and following the Effective Date. This Agreement (or any Exhibit to it) may be amended, or any term hereof modified, only by a written instrument duly executed by authorized representatives of both Parties.

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

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

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

12.8 Interpretation. Except where the context expressly requires otherwise: (a) the use of any gender herein will be deemed to encompass references to either or both genders, and the use of the singular will be deemed to include the plural (and vice versa); (b) the words "include", "includes" and "including" will be deemed to be followed by the phrase "without limitation" and will not be interpreted to limit the provision to which it relates; (c) the word "shall" will be construed to have the same meaning and effect as the word "will"; (d) any definition of or reference to any agreement, instrument or other document herein will be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein); (e) any reference herein to any Person will be construed to include the Person's successors and permitted assigns; (f) the words "herein," "hereof," and "hereunder," and words of similar import, will be construed to refer to this Agreement in each of their entirety, as the context requires, and not to any particular provision hereof; (g) all references herein to Sections or Exhibits will be construed to refer to sections or exhibits of this Agreement, and references to this Agreement include all the Exhibits attached hereto; (h) the word "notice" means notice in writing (whether or not specifically stated); (i) provisions that require that a Party or the Parties "agree," "consent," or "approve" or the like will require that such agreement, consent or approval be specific and in writing, whether by written agreement, letter, approved minutes or otherwise (but instant messaging); (j) references to any specific law, rule or regulation, or article, section or other division thereof, will be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof; (k) the term "or" will be interpreted in the inclusive sense commonly associated with the term "and/or"; (l) unless otherwise specified, "day" means a calendar day; and (m) the interpretation of this Agreement, any notice, consent or the like delivered hereunder, and any action, dispute, arbitration or proceeding, will be provided or conducted in English.

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

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

If to Purchaser, to: Public Services and Procurement Canada
10 Wellington Street, 5th Floor
Gatineau, Quebec K1A 0S5
Attention: [redacted]
Email: [redacted]

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

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

12.11 Force Majeure. Neither Party will be held liable to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in performing any obligation under this Agreement (except for any obligation to make payment) to the extent that such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party (each, a "**Force Majeure Event**"), [redacted] For sake of clarity, Moderna and Purchaser acknowledge and agree that either Party's ability to perform its obligations under this Agreement after the Effective Date may be affected by the COVID-19 pandemic (the "**COVID-19 Pandemic**") ongoing at the time of execution of this Agreement, and as such, both Parties understand and acknowledge that this COVID-19 Pandemic may constitute a Force Majeure Event as of the Effective Date. If a Party is actually prevented from performing any of its obligations under this Agreement due to the COVID-19 Pandemic, such non-performing Party will not be liable for breach of this Agreement with respect to such non-performance. Without limiting the foregoing, the Parties will agree on extensions to timeframes set forth in this Agreement to account for delays in carrying out activities and obligations hereunder to the extent such delays are a result of disruptions to business caused by the COVID-19 Pandemic or related laws and regulations which shall not exceed [redacted] (with respect to the Confirmed Volume as of the date hereof) or [redacted] (with respect to any Option Increase)).

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

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

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

12.15 Performance by Affiliates. Purchaser acknowledges and accepts that Moderna will have the right to extend the rights, licenses, immunities from suits as contemplated by Section 13.5 and obligations granted or imposed under this Agreement to one or more of its Affiliates. All applicable terms and provisions of this Agreement will apply to any such Affiliate to which this Agreement has been extended to the same extent as such terms and provisions apply to Moderna. Moderna will however remain primarily liable for any acts or omissions, including financial liabilities, of its Affiliates.

12.16 Binding Effect; No Third Party Beneficiaries. As of the Effective Date, this Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns. Except as expressly set forth in this Agreement, no Person other than the Parties and their respective Affiliates, and in the case of Moderna, the Moderna Parties, and permitted assignees hereunder will be deemed an intended beneficiary hereunder or have any right to enforce any obligation of this Agreement.

12.17 [redacted]

13. [redacted]

13.1 [redacted]

[redacted]

13.2

[redacted]

[redacted]

13.3 [redacted]

13.4 [redacted]

[redacted]

13.5

[redacted]

13.6

[redacted]

13.7

[redacted]

13.8

[redacted]

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

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

DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES	**MODERNA SWITZERLAND GMBH**
BY:_____	BY:_____
NAME:	NAME:
TITLE:	TITLE: