ADVANCE PURCHASE AGREEMENT ("APA") FOR THE PRODUCTION, PURCHASE AND SUPPLY OF A COVID-19 VACCINE IN THE EUROPEAN UNION

This Advance Purchase Agreement (this **"Agreement"**) for the production, purchase and supply of the ChAdOx1 nCov-19 vaccine ("**Vaccine**") in the European Union (the "**EU"**) is entered into as of 27 August 2020 (the "**Effective Date**"), by the following parties:

- the European Commission having a business address of rue de la Loi 200, 1049 Brussels (Belgium) (the "**Commission**" or "**Contracting Authority**") acting on behalf and in the name of the member states of the European Union (each a "**Member State**").

- and AstraZeneca AB, a party incorporated in Sweden having a business address of KVARNBERGAG 16, 151 85 SÖDERTÄLJE ("**AstraZeneca**", the "**contractor**").

The Commission, the Participating Member States and AstraZeneca may each be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, by Decision C(2020) 4192 final of 18 June 2020, the Commission approved the agreement with Member States on procuring Covid-19 vaccines on behalf of the Member States ("**the Decision"**). This agreement is based on **Article 4**, paragraph 5, point (b) of Regulation (EU) 2016/369 of 15 March 2016 on the provision of emergency support within the Union[1] ("**the ESI Regulation**") which provides that the Commission may grant emergency support in the form of procurement on behalf of the Member States based on an agreement between the Commission and Member States. In order to implement such action, the Commission has offered to run a single central procurement procedure on behalf of Member States, with a view to signing EU-level advanced purchase agreements with various vaccine manufacturers.

WHEREAS, according to Article 4 of the agreement between the Commission and the Member States, as annexed to the Decision, where the Commission intends to conclude an APA containing an obligation to acquire Vaccine Doses, it shall inform the Member States of such intention and the detailed terms. In case a Member State does not agree with the conclusion of an APA containing an obligation to acquire Vaccine Doses or its terms, it has the right to opt out by explicit notification to the Commission within five working days after the Commission has communicated its intention to conclude the APA. All Member States not having opted out within the period of five (5) working days are deemed to have authorised the Commission to negotiate and conclude the APA with the vaccine manufacturer in their name and on their behalf and become thus by operation of law Participating Member States.

WHEREAS, the present APA contains obligations to acquire Vaccine Doses.

[1] OJ L 70, 16.3.2016, p.1, as amended by Council Regulation (EU) 2020/521 of 14 April 2020 activating the emergency support under Regulation (EU) 2016/369, and amending its provisions taking into account the COVID- 19 outbreak, OJ L 117, 15.4.2020, p. 3.

WHEREAS, consequently, the Commission can only conclude the APA in the name and on behalf of Participating Member States by signing it with the company concerned once the opt out period has lapsed.

WHEREAS, according to Article 5 of the agreement between the Commission and the Member States, once concluded, the terms of the APA shall be legally binding on the Member States, except for those who have exercised their right to opt out. Those Member States for which the agreement has become legally binding are set out in Schedule B (the **"Participating Member States"**).

WHEREAS, to combat the current COVID-19 global pandemic (the "**COVID Pandemic**"), AstraZeneca has partnered with Oxford University to rapidly clinically evaluate and scale-up global manufacturing of the Vaccine.

WHEREAS, AstraZeneca has accelerated its manufacturing scale-up concurrently with its conduct of global clinical trials to ensure the broadest possible availability of the Vaccine, as quickly as possible.

WHEREAS, as part of that scale-up, AstraZeneca has committed to use its Best Reasonable Efforts (as defined below) to build capacity to manufacture 300 million Doses of the Vaccine, at no profit and no loss to AstraZeneca, at the total cost currently estimated to be [redacted] Euros for distribution within the EU [redacted] (the "**Initial Europe Doses**"), with an option for the Commission, acting on behalf of the Participating Member States, to order an additional 100 million Doses (the "**Optional Doses**").

WHEREAS, AstraZeneca will supply the Initial Europe Doses to the Participating Member States according to the terms of this Agreement.

WHEREAS, each Participating Member State must execute and deliver an Order Form in the form of Exhibit A (an "**Order Form**") with the information relevant to such member state filled in.

WHEREAS the present Agreement has been awarded to AstraZeneca by decision C(2020) 5707 of 14 August 2020 resulting from the negotiated procedure n° SANTE/2020/C3/037.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Parties hereby agree as follows:

1. Definitions.

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

1.1. "**Accounting Standards**" means International Financial Reporting Standards (IFRS).

1.2. "**Additional Doses**" has the meaning given in Section 5.3.

1.3. "**Affiliate**" means, with respect to a Party, any Person that Controls, is Controlled by or is under common Control with such Party.

1.4. "**Agreement**" has the meaning given in the preamble, namely the Advance Purchase Agreement.

1.5. **"Alliance Manager"** has the meaning given in Section 2.3.

1.6. "**Applicable Law**" means any law or statute, any rule or regulation (including written governmental interpretations thereof, the guidance related thereto, or the application thereof) issued by a Governmental Authority or Regulatory Authority and any judicial, governmental, or administrative order, judgment, decree, or ruling, in each case as applicable to the subject matter and the parties at issue.

1.7. "**AstraZeneca**" has the meaning given in the preamble.

1.8. "**AZ Exchange Rate**" has the meaning given in Section 1.15.

1.9. "**Best Reasonable Efforts**" means

(a) in the case of AstraZeneca, the activities and degree of effort that a company of similar size with a similarly-sized infrastructure and similar resources as AstraZeneca would undertake or use in the development and manufacture of a Vaccine at the relevant stage of development or commercialization having regard to the urgent need for a Vaccine to end a global pandemic which is resulting in serious public health issues, restrictions on personal freedoms and economic impact, across the world but taking into account efficacy and safety; and

(b) in the case of the Commission and the Participating Member States, the activities and degree of effort that governments would undertake or use in supporting their contractor in the development of the Vaccine having regard to the urgent need for a Vaccine to end a global pandemic which is resulting in serious public health issues, restrictions on personal freedoms and economic impact, across the world.

1.10. "**Binding Allocation**" has the meaning given in Section 8.3.

1.11. "**CMOs**" means contract manufacturing organizations.

1.12. "**Commission**" has the meaning given in the preamble.

1.13. "**Confidential Information**" has the meaning given in Section 16.1.

1.14. "**Control**" means: (i) to possess, directly or indirectly, the power to direct the management or policies of a Person, whether through ownership of voting securities or by contract relating to voting rights or corporate governance, or (ii) to own, directly or indirectly, fifty percent (50%) or more of the outstanding voting securities or other ownership interest of such Person, or (iii) in the case of a partnership, control of the general partner, and "Controls" and "Controlled" shall be construed accordingly.

(b) On reasonable notice and as reasonably requested, AstraZeneca shall enable the Commission (or an independent expert appointed by the Commission as set forth below) to access all clinical trial data (including communications and correspondence with Regulatory Authorities and bodies to include all audit observations, inspection reports, meeting minutes, and all AstraZeneca commitments and responses) and all data relevant to the manufacturing of the Vaccine; *provided,* that AstraZeneca is permitted to share such information with the Commission; and *provided, further,* that if AstraZeneca is not permitted to share such information with the Commission, it shall use its Best Reasonable Efforts to obtain permission to share such information. If the Commission chooses to access such information through a third party, such third party must be an independent expert in the applicable field, the Commission shall notify AstraZeneca of such expert in advance, and such expert shall be subject to Section 15 of this Agreement. The Commission shall choose another expert if AstraZeneca provides reasonable justification upon which such expert should not be permitted access to such information.

5. Manufacturing and Supply.

5.1. Initial Europe Doses. AstraZeneca shall use its Best Reasonable Efforts to manufacture the Initial Europe Doses within the EU for distribution, and to deliver to the Distribution Hubs, following EU marketing authorization, as set forth more fully in Section 7.1, approximately [redacted] 2020 [redacted] Q1 2021, and (iii) the remainder of the Initial Europe Doses by the end of [redacted].

5.2. Optional Doses. The Commission shall have an option to increase its order on behalf and in the name of the Participating Member States of the Vaccine Doses by an additional 100 million Doses (**"Optional Doses"**). In order to exercise such option, the Commission shall deliver an irrevocable notice to AstraZeneca exercising such option within [redacted] of delivery by AstraZeneca to the Commission of the first Phase III Trial report that includes efficacy and safety data. The Optional Doses shall be delivered to the Participating Member States following delivery of the Initial Europe Doses and no earlier than [redacted] As a condition to exercising the Optional Doses, the Commission must provide the necessary information on allocation of the full 100 million Optional Doses among the Participating Member States.

5.3. Additional Doses. AstraZeneca shall consider in good faith any request for additional Vaccine Doses made by the Participating Member States, but shall not be required to manufacture and supply Vaccine Doses in excess of the Initial Europe Doses and the Optional Doses ("**Additional Doses**"). The Commission and the Participating Member States recognize that it may not be possible for AstraZeneca to manufacture any Additional Doses prior to [redacted].

5.4. Manufacturing Sites. AstraZeneca shall use its Best Reasonable Efforts to manufacture the Vaccine at manufacturing sites located within the EU (which, for the purpose of this Section 5.4 only shall include the United Kingdom) and may manufacture the Vaccine in non-EU facilities, if appropriate, to accelerate supply of the

Vaccine in Europe; *provided*, that AstraZeneca shall provide prior written notice of such non-EU manufacturing facilities to the Commission which shall include an explanation for such determination to use non-EU manufacturing facilities. If AstraZeneca is unable to deliver on its intention to manufacture the Initial Europe Doses and/or Optional Doses under this Agreement in the EU, the Commission or the Participating Member States may present to AstraZeneca, CMOs within the EU capable of manufacturing the Vaccine Doses, and AstraZeneca shall use its Best Reasonable Efforts to contract with such proposed CMOs to increase the available manufacturing capacity within the EU. The manufacturing site planning is set out in Schedule A.

5.5. Reporting**.** AstraZeneca shall notify the Commission as soon as (a) it selects initial manufacturing sites and (b) it changes any of its manufacturing sites for the Vaccine.

6. Acquisition of Materials and Services.

6.1. Materials. The Commission and the Participating Member States shall use their Best Reasonable Efforts to enable AstraZeneca to timely supply the Initial Europe Doses. AstraZeneca shall secure the supply of all drug substances needed and drug product capacity (if required) as well as components critical to the development, manufacture, and supply of the Initial Europe Doses (*e.g.* glass vials/stoppers, media, etc.). Notwithstanding the foregoing, the Commission and the Participating Member States shall, on the request of AstraZeneca and in accordance with all Applicable Laws and within the framework of their competencies, use Best Reasonable Efforts to assist AstraZeneca in securing the supply of any drug substances needed and drug filling and finishing capacity as well as components for the development, manufacture, and supply of the Initial Europe Doses.

6.2. Capacity Limitations. In the event AstraZeneca's ability to fulfill its obligations under this Agreement is impeded by a competing agreement entered into by or on behalf of the Commission, AstraZeneca shall promptly inform the Commission. While AstraZeneca shall continue to use Best Reasonable Efforts to engage with its own contract manufacturers and suppliers to utilize the capacity and/or components, the Commission will assist in finding a mutually acceptable solution for this Agreement and the competing agreement. To the extent AstraZeneca's performance under this Agreement is impeded by any such competing agreements, AstraZeneca shall not be deemed in breach of this Agreement as a result of any such delay due to the aforementioned competing agreement(s).

6.3. Reporting and Notification to the Commission. AstraZeneca will report to the Commission in regular intervals on whether it has been able to secure the supply of all drug substances needed and drug product capacity (if required) as well as components critical to the development, manufacture, and supply of the Initial Europe Doses (*e.g.* glass vials/stoppers, media, etc.). AstraZeneca will promptly notify the Commission if it encounters difficulties in this regard that place at significant risk AstraZeneca's ability to manufacture or sell the Vaccine Doses as contemplated by this Agreement.

confirmatory notification (including confirmation of delivery instructions to the distribution hub for each Participating Member State as set forth in the Order Form) ("**Distribution Hubs**").

(b) Following receipt of such notification, AstraZeneca shall issue an invoice to the Participating Member States. Each Participating Member State shall pay such invoice in accordance with Section 7.5. AstraZeneca and the Representative for each Participating Member State shall work together to identify the final delivery schedule for such Doses taking into account the goal of creating an efficient delivery of the Doses. Each Participating Member State shall identify only one Distribution Hub and delivery to each Distribution Hub will be a minimum of one batch as defined in Section 8.1(b) of finished drug product. Delivery at each Distribution Hub will occur [redacted] The delivery costs shall be borne by the Participating Member States. The Participating Member States shall reimburse AstraZeneca within [redacted] of being invoiced therefor.

8.2. Suspension of payments: In case of non-delivery or late delivery past the firm delivery date, the obligation of payment will be suspended. The obligation of payment will resume once the delivery has been completed. In that case, the Commission and/or the Participating Member State will notify AstraZeneca in writing of such late payment and the reason therefor.

8.3. Allocation.

(a) No later than [redacted] following the Effective Date, the Commission shall deliver to AstraZeneca a final and binding written allocation of Initial Europe Doses between the Participating Member States (the **"Binding Allocation"**), which Initial Europe Doses must equal 300 million. The number of Initial Europe Doses set forth in the Binding Allocation shall be the total number of Initial Europe Doses that each Participating Member State is required to purchase pursuant to this Agreement.

(b) In the event that the Commission does not provide a Binding Allocation within the [redacted] period or the number of Doses set forth in the Binding Allocation does not equal 300 million, then, unless otherwise agreed in writing by the Commission and AstraZeneca, the binding allocation of the Initial Europe Doses shall be made on a pro-rata basis to reflect the respective populations of each of the Participating Member States utilizing the population estimate as of 10 July 2020 reported by the statistical office of the European Union, Eurostat. In the event there is an excess of supply of the Initial Europe Doses and Optional Doses, the Participating Member States shall keep their shared rights in the Initial Europe Doses, and shall determine their best use of such excess doses, reserving the possibility to donate them to lower or middle income countries or public institutions and to donate or resell, at no profit, such doses to other European countries that agree to be bound by the terms and conditions of this Agreement applicable to a Participating Member State.

10. Regulatory Matters.

10.1. Compliance; Assistance. AstraZeneca shall be responsible for timely complying with all legal requirements of approval processes of the clinical trials and the market authorization of the Vaccine in the Member States. Notwithstanding the foregoing, the Commission and the Participating Member States shall use Best Reasonable Efforts, within the framework of their competencies, to support AstraZeneca in providing accelerated quality and current Good Manufacturing Practices facility approvals and OMCL testing if the requirements of safety, quality and efficacy of the Vaccine allow it to do so and are fully met. The Commission and the Participating Member States shall use their Best Reasonable Efforts to support, within the framework of their competencies, AstraZeneca in its Best Reasonable Efforts to achieve for the Vaccine fast access to the European population through pan-European access mechanisms, including accelerated regulatory approval processes.

10.2. Reporting. AstraZeneca shall promptly inform the Commission if, in the process of reviewing the results or progress of AstraZeneca's clinical trials, AstraZeneca reasonably determines that the ongoing or planned clinical trials by AstraZeneca and its partners are not likely to be sufficient for approval of the Vaccine by the Commission.

10.3. Post-Launch Safety and Risk Management Studies. In the event that post-launch safety or risk management studies for the Vaccine are (i) required by the EMA, (ii) required by another Regulatory Authority and relied upon by EMA for approval, or (iii) otherwise required or advisable to be conducted for the benefit of any Participating Member States in AstraZeneca's reasonable discretion, [redacted]

11. Intellectual Property.

11.1. Ownership. The Commission acknowledges that AstraZeneca [redacted] The Commission acknowledges and agrees that as between the Parties, (i) AstraZeneca shall be the sole owner of all intellectual property rights generated during the development, manufacture, and supply of the Vaccine, including all Know-How (collectively, the "**Vaccine IP Rights**"), and (ii) AstraZeneca shall be entitled to exclusively exploit any such Vaccine IP Rights. [redacted] All rights not expressly granted by AstraZeneca hereunder are reserved by AstraZeneca.

11.2. IP Rights Following Abandonment. The Commission, or any third party designated by the Commission, shall have the right to obtain a license or sublicense from AstraZeneca for the Vaccine IP Rights to the extent reasonably necessary to

enable the Commission to continue the development efforts for the Vaccine for the EU market in the event that AstraZeneca determines to abandon the development efforts hereunder [redacted] To the extent the Commission, or any third party designated by the Commission, obtains any such license or sublicense from AstraZeneca, the Commission, or any such designated third party, shall be solely liable for all royalties, costs and other expenses incurred by AstraZeneca and payable to a third party in consideration for such license or sublicense (including, but not limited to, payment obligations AstraZeneca has to its upstream licensor for the Vaccine). For the avoidance of doubt, the Commission shall not pay any license fees or royalties that AstraZeneca would not have paid had it proceeded with the Vaccine development efforts.

12. Term and Termination.

12.1. Term. This Agreement shall commence on the Effective Date and, unless earlier terminated as provided in Section 12.2 or 12.3 below, shall remain in effect until the last Initial Europe Doses, Optional Doses (if Optional Doses are ordered pursuant to Section 5.2) and Additional Doses (if any are mutually agreed to be ordered pursuant to Section 5.3) are delivered to the Participating Member States pursuant to Article 5. For the avoidance of doubt, this Agreement does not govern the sale of any Doses of Vaccine that do not constitute Initial Europe Doses, Optional Doses or Additional Doses and the terms of this Agreement shall not bind the Parties if they determine to enter into a new agreement governing Doses that do not constitute Initial Europe Doses, Optional Doses or Additional Doses.

12.2. Termination for Abandonment.

(a) In the event that AstraZeneca abandons the development, manufacturing and other efforts hereunder (whether as a result of its determination that the Vaccine cannot be safely or efficaciously developed, manufactured, distributed, or administered or the determination that regulatory approvals for the Vaccine cannot or will not be obtained in a timely manner), AstraZeneca shall notify the Commission of such abandonment and the reasons justifying it and (i) the Commission will have the right to terminate this Agreement [redacted] prior written notice to AstraZeneca, and (ii) AstraZeneca will have the right to terminate this Agreement [redacted] prior written notice to the Commission.

(b) In addition, the Commission can terminate this Agreement if AstraZeneca reasonably determines that the ongoing or planned clinical trials by AstraZeneca and its partners are not likely to be sufficient for approval of the Vaccine as set out in Section 10.2 of this Agreement.

(c) In the event either Party terminates this Agreement pursuant to Section 12.2(a), upon the request of the Commission, AstraZeneca shall use Best Reasonable Efforts to:

(g) it has not received public funding from any source for the same costs that are funded by the Commission or the Participating Member States and

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

13.2. Commission. The Commission and the Participating Member States represents, warrants and covenants to AstraZeneca that:

(a) the execution and delivery of this Agreement by the Commission acting on behalf of itself and the Participating Member States, and the performance by each of them of the transactions contemplated hereby have been duly authorized by all necessary action;

(b) the Commission has the power and authority to execute and deliver this Agreement on behalf of itself and the Participating Member States, and the Commission and each of the Participating Member States have the power and authority to perform each of its obligations hereunder, including to satisfy the payment obligations hereunder;

(c) this Agreement has been duly executed by the Commission acting on behalf of itself and the Participating Member States and is a legal, valid and binding obligation on each of them, enforceable against it in accordance with its terms;

(d) the Commission acting on behalf of itself and the Participating Member States is not under any obligation, contractual or otherwise, to any Person or third party that conflicts with or is inconsistent in any material respect with the terms of this Agreement or that would impede the complete fulfillment of each of its obligations under this Agreement; and

(e) the Commission and the Participating Member States shall comply with all Applicable Laws that are applicable to each of its activities and operations under this Agreement.

14. Indemnification.

14.1. Member States. Each Participating Member State shall indemnify and hold harmless AstraZeneca, its Affiliates, subcontractors, licensors, and sub-licensees, and officers, directors, employees and other agents and representatives of each (collectively, the "**Indemnified Persons**") from and against any and all damages and liabilities, including settlements for which the Indemnifying party has given its consent pursuant to Section 14.2, and necessary legal costs relating to, resulting from or associated with claims for death, physical, mental, or emotional injury, illness, disability, or condition, fear of the foregoing, property loss or damage, and business interruption of the injured party or a Related Person of such injured person (together, "**Losses**") relating to or arising from the use or administration of the Vaccine shipped or allocated to its jurisdiction. Such indemnification will be available regardless of where the Vaccine is administered, where the claim is brought, and whether the claim

of a Defect originates from the distribution, administration and use, clinical testing or investigation, manufacture, labelling, formulation, packaging, donation, dispensing, prescribing or licensing of the Vaccine in its jurisdiction. Such indemnification will not be available to Indemnified Persons [redacted]

Indemnification under this Section 14.1 will be available for Losses arising from the use and administration of vaccines supplied under this Agreement, regardless of when or where vaccination occurred and regardless of when or where the injury leading to the Losses occurs or is reported.

14.2. Process. The Indemnified Person shall give (or cause AstraZeneca to give) the Participating Members State(s), as applicable (the "**Indemnifying Party**"), prompt notice of any claim or lawsuit served upon the Indemnified Person (a "**Third Party Claim**") stating the nature and basis of such Third Party Claim and the maximum estimated amount (in euro) of such Third Party Claim, to the extent known (which estimate may be updated from time to time). Notwithstanding the foregoing, no delay or deficiency on the part of the Indemnified Person in so notifying the other shall limit any right of any Indemnified Person to indemnification under this Article 14, except to the extent such failure materially prejudices the defense of such Third Party Claim. [redacted] Each of the Parties shall (i) use commercially reasonable efforts to mitigate the effects of the claim and (ii) fully cooperate [redacted] in the investigation and defense of any matter which is the subject of indemnification, at the Indemnifying Party's cost and expense The [redacted] reasonably informed of the progress of the defense of the Third Party Claim. [redacted] The Indemnified Person shall have the right to seek settlement or compromise of, and to so settle or compromise, the Third Party Claim; *provided* that the Indemnified Person shall not settle or compromise a Third Party Claim without the prior written consent of the Indemnifying Party and the Indemnifying Party shall not unreasonably withhold, condition or delay its approval of the settlement of any claim, liability or action covered by this Article 14.

15. Release; Limitation of Liability for claims other than third party indemnification; Disclaimer of Warranties.

15.1. Release. The Commission and each of the Participating Member States each within their respective competencies, on behalf of itself, waive and release any claim against AstraZeneca arising out of or relating to: (a) lack of safety or efficacy of the Vaccine, subject to compliance by AstraZeneca with applicable EU regulatory requirements for a pandemic product, limited to manufacture by AstraZeneca of the

Vaccine in accordance with Good Manufacturing Practices; (b) use or administration of the Vaccine under pandemic conditions, [redacted]

15.2. Limitation of Liability for claims other than third party indemnification. The aggregate liability of AstraZeneca and its Affiliates in respect of claims made by the Commission or Participating Member States, or any affiliates acting on the Commission or Participating Member States' behalf (as distinguished from claims for third party indemnification), whether for breach of contract, another contractual-based claim, arising in tort (including negligence) or otherwise, arising out of, under or in connection with this Agreement [redacted]

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

16. Confidentiality.

16.1. Definition of Confidential Information. In this Agreement, "**Confidential Information**" shall, subject to Section 16.2 mean:

(a) any and all Know-How, software, algorithms, designs, plans, forecasts, analyses, evaluations, research, business information, financial information, business plans, strategies, customer lists, marketing plans, or other information whether oral, in writing, in electronic form, or in any other form; and

(b) any physical items, compounds, components, samples or other materials; disclosed by or on behalf of a Partyor any of that Party's Affiliates (the "**Disclosing Party**") to the other Party or any of the other Party's Affiliates (the "**Receiving Party**") before, on or after the Effective Date.