# MANUFACTURING AND SUPPLY AGREEMENT

**BETWEEN**

**PFIZER PHARMACEUTICAL ISRAEL LTD.**

**AND**

**ISRAELI MINISTRY OF HEALTH**

**DATED AS OF**

**DECEMBER 24TH, 2021**



[redacted]

# MANUFACTURING AND SUPPLY AGREEMENT

**THIS MANUFACTURING AND SUPPLY AGREEMENT** dated as of December 24th 2021 (the "**Effective Date**") is made by and between Pfizer Pharmaceuticals Israel Ltd. with offices at 9 Shenkar street Herzliya Pituach, Israel 46725 (hereinafter "**Pfizer**") and Israeli Ministry of Health, acting on its own behalf and on behalf of the State of Israel (hereinafter "**Purchaser**"). Purchaser and Pfizer may be referred to herein individually as a "**Party**" or collectively as the "**Parties**".

WHEREAS, Pfizer Inc. ("**Pfizer US**") and its Affiliates are currently in clinical development of a proprietary orally administered SARS-CoV2 3CL protease inhibitor PF-07321332 that is co-packaged and co-administered with the pharmaceutical product ritonavir ("**Product**");

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

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

WHEREAS the Parties recognize that in order to ensure an efficient, fast and safe means of providing the Product to consumers and thereby helping to protect public health Pfizer reasonably requires certain indemnities and assurances about the transportation, storage, use and disposal of the Product; and

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

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

## 1. DEFINITIONS.

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

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

1.2 "**Advance Payment**" shall have the meaning set forth in Section 3.2(a).

1.3 "**Affiliate(s)**" means, with respect to each Party, any corporation, firm, partnership or other entity or Person which directly or indirectly controls or is controlled by or is under common control with the named Party, including without limitation Pfizer US. For purposes of this definition, "control" (including, with correlative meaning, the terms "controlled by" and "under common control with") shall be presumed to exist if one of the following conditions is met: (a) in the case of corporate entities, direct or indirect ownership of at least fifty

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

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

1.5 "**Authorization**" means the Conditional Approval or Marketing Authorization or any form of authorization or local regulatory mechanism under which the Product may be placed on the market in Israel. If a change is made to the type of the pharmaceutical product ritonavir forming part of the Product which requires a separate Authorization for that version of the Product, reference to "**Authorization**" in this Agreement shall include reference to both the original and new Authorization unless stated otherwise.

1.6 "**Business Day**" means any day other than Saturday, Sunday or a public holiday in New York, New York or Jerusalem, Israel.

[redacted] "**Commercially Reasonable Efforts**" [redacted]

1.8 "**Conditional Approval**" means a conditional marketing authorization for the Product granted by (a) the European Commission, as amended or varied by the European Commission from time to time, that allows the Product to be placed on the market in the EEA according to Law or an Emergency Use Authorization (EUA) as conferred by the US Food and Drug Administration (FDA), and (b) in Israel pursuant to the Pharmacists Regulations (Preparations), 5746-1986 Rule 29 (or other legal procedure).

1.9 "**Confidential Information**" means all confidential or proprietary information, other than Exempt Information, in any form, directly or indirectly disclosed to Recipient or its Representatives by or on behalf of the Disclosing Party pursuant to this Agreement, regardless of the manner in which such information is disclosed, delivered, furnished, learned, or observed, either marked "Confidential" or, if oral, declared to be confidential

when disclosed and confirmed in writing within thirty (30) days of disclosure. Confidential Information includes, without limitation, the terms and conditions of this Agreement. Failure to mark Confidential Information disclosed in writing hereunder as "Confidential" shall not cause the information to be considered non-confidential, with the burden on the Disclosing Party to prove such information clearly should have been known by a reasonable Person with expertise on the subject matter, based on the nature of the information and the circumstances of its disclosure, to be Confidential Information, provided that the Disclosing Party has otherwise made good faith efforts to clearly mark Confidential Information as such.

1.10 "**Contracted Treatment Courses**" shall have the meaning set forth in Section 2.3(a).

1.11 "**Current Good Manufacturing Practices**" or "**cGMP**" means the current practices for manufacture required by the standards, rules, principles and guidelines set out in Directive 2001/83/EC (as amended by Directive 2004/27/EC), Directive 2017/1572, Directive 2003/94/EC and EudraLex - Volume 4 of the Rules Governing Medicinal Products in the EU entitled "EU Guidelines to Good Manufacturing Practice Medicinal Products for Human and Veterinary Use" or the appropriate equivalent under United States law.

[redacted]

1.13 "**Delivery Price**" shall have the meaning set forth in Section 3.2(b).

1.14 "**Delivery Schedule**" shall have the meaning set forth in Section 2.4(d).

1.15 "**Delivery Specifications**" shall have the meaning set forth in Section 2.4(d).

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

1.17 "**Distribution Area**" means the sovereign territory of Israel as well as an embassy, consulate or armed forces installation of Israel outside its sovereign territory.

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

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

under one of the above exceptions; similarly, a combination of several pieces of information, which individually would be deemed Exempt Information, will not be deemed Exempt Information unless the combination itself is in the public domain, independently developed by the Recipient or its Representatives or otherwise lawfully in the possession of the Recipient or any of its Representatives.

1.20 "**Facilities**" means [redacted] manufacturing site [redacted]

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

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

1.23 "**Government**" means all levels and subdivisions of government (i.e., local, regional, national, provincial, federal, administrative, legislative, or executive) of Israel.

1.24 "**ICC**" shall have the meaning set forth in Section 12.2.

1.25 "**Indemnified Persons**" shall have the meaning set forth in Section 8.1.

1.26 "**Indemnified Product**" shall [redacted]

1.27 "**Initial Purchase Order**" shall have the meaning set forth in Section 2.3(a).

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

1.29 "**Labelling and Packaging Specifications**" shall have the meaning set forth in Section 2.4(e).

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

1.31 "**Long Stop Authorization Date**" shall have the meaning set forth in Section 2.4(f).

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

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

1.34 "**Marketing Authorization**" means the marketing authorization, or such other permission having similar effect, in respect of the Product granted by both: (a) (i) the FDA or (ii) European Commission, and (b) in Israel pursuant to the Pharmacists Regulations (Preparations), 5746-1986 Rule 29 (or other legal procedure), as amended or varied from time to time, that allows the Product to be placed on the market in Israel according to applicable Law.

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

1.36 "**Party**" or "**Parties**" shall have the meaning set forth in the preamble.

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

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

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

1.40 "**Pfizer US**" shall have the meaning set forth in the recitals.

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

[redacted]

1.43 "**Product**" shall have the meaning set forth in the preamble.

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

1.45 "**Purchase Order**" means a written or electronic order form submitted by Purchaser to Pfizer in accordance with the terms of this Agreement authorizing the manufacture and supply of the Product, in a form mutually agreed upon by the Parties.

1.46 "**Purchaser**" shall have the meaning set forth in the preamble.

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

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

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

1.50 "**ROW Pack**" shall have the meaning set forth in Section 2.4(f).

1.51 "**Specifications**" means the material specifications for the manufacture, processing, packaging, labelling, testing and testing procedures, shipping, storage and supply of the Product as will be set out in Attachment A following the Effective Date (and in any event before supply in accordance with the agreed Delivery Schedule), and as such specifications may be amended, supplemented or otherwise modified by Pfizer and communicated to Purchaser.

1.52 "**Target Authorization Date**" shall have the meaning set forth in Section 2.4(h).

1.53 "**Taxes**" shall have the meaning set forth in Section 3.4.

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

1.55 "**Third Party Beneficiary**" or "**Third Party Beneficiaries**" shall have the meaning set forth in Section 12.5(a).

1.56 "**Treatment Course**" means a five (5) day treatment course of the Product.

1.57 "**US Pack**" shall have the meaning set forth in Section 2.4(f).

1.58 "**VAT**" means Value Added Tax.

[redacted]

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

any reference herein to any Person shall be construed to include the Person's successors and assigns, (f) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (g) all references herein to Sections or Attachments shall be construed to refer to Sections or Attachments of this Agreement, and references to this Agreement include all Attachments hereto, (h) the word "notice" means notice in writing (whether or not specifically stated) and shall include notices, consents, approvals and other written communications contemplated under this Agreement, (i) references to any specific law, rule or regulation, or article, section or other division thereof, shall be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof and (j) the term "or" shall be interpreted in the inclusive sense commonly associated with the term "and/or".

2. **SUPPLY OF PRODUCT**.

2.1 Agreement to Supply.

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

(b) Purchaser acknowledges and agrees that (i) Pfizer's efforts to develop and manufacture the Product are aspirational in nature and subject to significant risks and uncertainties, and (ii) the fact that any other drug or vaccine to prevent, treat or cure COVID-19 infection exists or is successfully developed or granted authorization earlier than the granting of Authorization for the Product shall not change the current situation of urgent needs for prevention of the spread of the COVID-19 infection that poses serious threats to and harmful effects on the lives and health of the general public.

(c) Notwithstanding the efforts and any estimated dates set forth in the Delivery Schedule, the Parties recognize that the Product is currently in clinical development and that, despite the efforts of Pfizer in research and development and manufacturing, the Product may not be successful due to technical, clinical, regulatory, manufacturing, shipping, storage, or other challenges or failures.

(d) Accordingly, Pfizer and its Affiliates shall have no liability for any failure by Pfizer or its Affiliates to develop, obtain or maintain Authorization of the Product in accordance with the estimated dates described in this Agreement. Even if the Product is successfully developed and obtains Authorization, Pfizer shall have no liability for any failure to deliver the Product in accordance with any estimated delivery dates set forth herein (other than as expressly set out in this Agreement),

[redacted]

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

2.2 Capacity.

Pfizer shall use Commercially Reasonable Efforts to build or obtain manufacturing capacity to be capable of manufacturing and supplying the Product to Purchaser in accordance with the provisions of this Agreement.

2.3 Purchase Orders.

(a) [redacted] Effective Date, Purchaser shall submit to Pfizer a legally binding and irrevocable Purchase Order(s) for [redacted] Treatment Courses (the "**Contracted Treatment Courses**") of the Product ("**Initial Purchase Order**").

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

2.4 Delivery Schedule.

(a) Pfizer shall deliver the Product [redacted]. Pfizer shall be the Importer of Record.

(b) The Parties shall reasonably agree, in writing, to the location(s), not to exceed 2 locations, for delivery of shipments of Product as soon as reasonably practicable following the Effective Date; provided that: (i) each location meets the requirements set forth in Attachment D, (ii) all agreed upon locations shall be agreed in writing by the Parties at least eight (8) weeks prior to shipment of the Product, (iii) the delivery location is serviced by a contracted transportation carrier of Pfizer, and (iv) each location is an authorized location to receive the Product, evidence of which shall be presented to Pfizer on Purchaser's official letterhead, or other official format acceptable to Pfizer, and Purchaser shall provide any additional information, as requested by Pfizer in advance of delivery, to verify such authorization. Pfizer shall have the ability, acting reasonably, to restrict the number of locations where shipments of Product shall be delivered. Pfizer will use reasonable efforts to coordinate delivery of the Product during business hours.

(c) Each shipment of Product shall have such minimum order quantity [redacted] Pfizer may adjust upward or downward each quarterly amount set forth on the Delivery Schedule to account for full cases of delivery of Product (or multiples thereof) based on the minimum order quantity of one (1) case for such product. Pfizer will notify Purchaser of any changes in amount no fewer than [redacted] before delivery.

(d) Pfizer may deliver the Product by separate instalments and shall use Commercially Reasonable Efforts to meet the estimated delivery schedule set out in Attachment B (the "**Delivery Schedule**"), provided that no Product shall be shipped until Authorization is received for such Product. All deliveries shall be accompanied by the documentation specified in Attachment C (which may be updated from time to time by Pfizer upon notice to Purchaser); provided, that any update requiring a change to the equipment or material resources required by Purchaser shall be provided at least [redacted] in advance of Purchaser's compliance), and shall be in accordance with, and subject to, the delivery specifications to be set forth in Attachment D (which shall be further populated following the Effective Date, but in any event before supply in line with the agreed Delivery Schedule, and as may be updated from time to time by Pfizer upon notice to Purchaser) ("**Delivery Specifications**").

(e) Delivery instalments may be delayed and/or subdivided at Purchaser's request, upon provision of such request in writing to Pfizer no fewer than [redacted] before expected delivery of the subsequent instalment.

(f) The Product shall be labelled and packaged in accordance with the packaging specifications to be set forth in Attachment E (which shall be populated following the Effective Date, but in any event before supply in line with the agreed Delivery Schedule, and as may be updated from time to time by Pfizer upon notice to Purchaser) ("**Labelling and Packaging Specifications**"). In order to expedite supply, the Parties agree that Pfizer may, in its sole discretion, deliver the first instalment of Product with packaging and labelling in English as supplied in the United States ("**US Pack**"); whereas all subsequent instalments of product shall be with packaging and labelling as supplied outside of the U.S. that does not include the dosing regimen on the blister or package ("**ROW Pack**"). The Parties acknowledge that if any customization of or changes to the US Pack or ROW Pack is required due to local regulatory requirements, the Delivery Schedule will shift accordingly and be adjusted to reflect the additional time needed for Pfizer to meet such regulatory requirements. Pfizer confirms that "US Pack" and "ROW Pack" refer to English packaging and labelling in accordance with the particular manufacturing site.

(g) With regard to the first shipping installment, the Parties agree that a QR code shall be printed on the packaging and linking to a Patient Information Sheet. Subject to regulatory approval, following the first shipping installment, Pfizer commits to make reasonable efforts to supply a printed Patient Information Sheet for distribution with Product.

[redacted]

[redacted]

2.5 Product Shortages.

[redacted]

(b) Purchaser hereby waives all rights and remedies that it may have at Law, in equity or otherwise, arising from or relating to: (i) any failure by Pfizer to develop or obtain Authorization of the Product in accordance with the estimated dates described in this Agreement; or (ii) any failure by Pfizer to deliver the Contracted Treatment Courses in accordance with the Delivery Schedule [redacted]

2.6 Delivery Delays.

Under no circumstances will Pfizer be subject to or liable for any late delivery penalties or other payments for late delivery. Pfizer will use reasonable efforts to keep Purchaser apprised of the progress of (i) material developments regarding the Product that may, in Pfizer's reasonable opinion, significantly affect Pfizer's ability to meet the Delivery Schedule, (ii) clinical trials data and outcomes from these trials, and (iii) the extent to which Pfizer is on track to deliver the Product in accordance with the Delivery Schedule.

2.7 Product Handling.

(a) The Product is manufactured in accordance with material Specifications and cGMP.

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

(c) For the avoidance of doubt, Purchaser shall bear all expenses for use of the Product upon transfer from Pfizer at the agreed upon location at a port or in Israel, including, but not limited to, (i) those for unloading and storage of the Product, and (ii) those relating to the distribution of the Product in Israel.

(d) Purchaser shall be solely responsible and liable for the proper storage, handling, distribution, transportation, administration, use and disposal of the Product in its Distribution Area following delivery of the Product to Purchaser or its designee, in accordance with local laws and regulations. Without prejudice to the generality of the foregoing, Purchaser shall ensure that: any such return and/or disposal of open and/or unused Product and Product Materials complies with Laws regarding pharmaceutical waste, medical waste, or hazardous waste.

(e) Upon delivery, the Purchaser shall be responsible for and shall ensure that the temperature monitoring device(s), are stored in an appropriate clean and secure location to protect and maintain the functionality of such devices (in controlled conditions, with no exposure to weather or pests, etc). [redacted] the Purchaser shall take the necessary measures to enable the collection by Pfizer of all such temperature monitoring devices, in accordance with Pfizer's instructions, consistent with the provisions of Attachment F (Return and Disposal of Product Materials) which the Purchaser shall comply with.

(f) Pfizer shall provide Safety Data Sheets and may provide other information to Purchaser to assist Purchaser to develop processes and procedures, including training, to handle the Product and Product Materials in a safe manner and in compliance with Laws, including occupational health and safety Laws.

(g) [redacted]

2.8 Title to Product, Risk of Loss.

[redacted]

2.9 Right to Donate Product.

[redacted]

3. **PRICE AND PAYMENT**.

3.1 Purchase Price.

Purchaser shall purchase the Product from Pfizer at the price per Treatment Course set out in Attachment B, excluding VAT (the "**Price**") and in accordance with the terms of this Agreement. [redacted]

The Price shall be firm for the Contracted Treatment Courses subject to the Initial Purchase Order.

3.2 Invoices and Payment.

[redacted]

(b) [redacted] Purchaser shall pay an upfront [redacted]

[redacted]

[redacted]

(d) Invoices shall be provided to the Israel Ministry of Health. Pfizer shall include the following information on all invoices: the Purchase Order number and billing address; and shall also include, where applicable, the type description, part number (if any) [redacted] any applicable taxes or other charges provided for in the Purchase Order; and the ship-to destination.

[redacted]

(f) All amounts due hereunder shall be converted to Israeli New Shekel from United States Dollars (USD) using the Bloomberg BFIX exchange rate published at 5:00pm (Eastern time) two Business Days preceding the Effective Date.

3.3 Method of Payment.

(a) Purchaser shall pay all undisputed (in good faith) amounts due in Israeli New Shekel [redacted] from the date of the invoice. Payment shall be remitted by wire transfer in immediately available funds to a bank and account designated by Pfizer. Any payment which falls due on a date which is not a Business Day may be made on the next succeeding Business Day. Any dispute by Purchaser of an invoice shall be provided to Pfizer in writing (along with substantiating documentation and a reasonably detailed description of the dispute) within [redacted] from the date of such invoice. Purchaser will be deemed to have accepted all invoices for which Pfizer does not receive timely notification of disputes, and shall pay all undisputed amounts due under such invoices within the period set forth in this Section 3.3(a). The Parties shall seek to resolve all such disputes expeditiously and in good faith.

(b) Any amount required to be paid by a Party hereunder which is not paid on the date due shall bear interest, to the extent permitted by law, at [redacted] Such interest shall be computed on the basis of a year of three hundred sixty (360) days for the actual number of days payment is delinquent. In addition to all other remedies available under this Agreement or at Law, if Purchaser fails to pay any undisputed amounts when due under this Agreement, Pfizer may (i) suspend the delivery of the Product or (ii) terminate this Agreement.

(c) Purchaser shall not, and acknowledges that it will have no right, under this Agreement, any Purchase Order, any other agreement, document or Law, to

withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Pfizer, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Pfizer or a Pfizer Affiliate.

3.4 Taxes.

It is understood and agreed between the Parties that any payments made and other consideration provided under this Agreement are exclusive of any VAT or similar tax and all other taxes which are incurred as a result of manufacturing and supplying the Product (including, without limitation, custom duties, levies and charges and all local taxes) ("**Taxes**"), which shall be added thereon as applicable. Where Taxes are properly chargeable on a payment made or consideration provided under this Agreement, the Party making the payment or providing the consideration will pay the amount of Taxes in accordance with the Laws of the country in which the Taxes are chargeable.

[redacted]

4. **MANUFACTURING STANDARDS AND QUALITY ASSURANCE**.

4.1 Manufacturing Standards.

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

4.2 Legal and Regulatory Filings and Requests.

(a) Pfizer shall (i) comply with all regulatory or Government licenses and permits, and (ii) comply with all cGMP with respect to its manufacturing and packaging processes, the Facilities or otherwise, to permit the performance of its obligations hereunder. [redacted]

(b) Pfizer shall ensure that all Product is properly labelled and packaged in accordance with the applicable Authorization, Specifications and material cGMP standards.

(c) Prior to delivery, Pfizer shall comply with all conditions (in the relevant timescales) set out in the applicable Authorization; [redacted]

[redacted] In order to maintain an efficient supply chain for the manufacture, release and supply of the Product, Pfizer will be solely responsible for determination of manufacturing and testing locations and will conduct testing in accordance with the applicable Authorization. The Parties have agreed that Pfizer will not be required to respond to, or provide product or method transfer in connection with, requests for local testing, requests for lot release protocols or requests for samples in this Agreement or in subsequent amendments or extensions of this Agreement.

4.3 Quality Tests and Checks.

[redacted]

4.4 Rejection of Product; Disposal of Rejected Shipments.

(a) Purchaser may reject any Product that does not materially conform to Specifications or cGMP ("**Non-Complying Product**") by providing written notice of rejection to Pfizer and setting out detailed reasons for such rejection: (i) immediately (and in [redacted] upon delivery of such Non-Complying Product to Purchaser; or (ii) immediately [redacted] upon its first knowledge of a Latent Defect. In the event notice is not provided within [redacted] from delivery, the Product shall have been deemed accepted. Pfizer shall respond to any rejection and notice of Non-Complying Product from Purchaser in a timely manner. For clarity, Purchaser shall not be entitled to reject any Product based on service complaints unless a Product does not materially conform to Specifications or cGMP.

[redacted]

[redacted]

4.5 Maintenance and Retention of Records.

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

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

4.6 Diversion Issues.

All Product delivered to Purchaser shall be: (a) stored securely by Purchaser; and (b) without prejudice to Section 2.9 of this Agreement, distributed by Purchaser only in Israel in a secure manner appropriate to the transportation route and destination, in each case (a) and (b) to guard against and deter theft, diversion, tampering, substitution (with, for example, counterfeits) or resale or export out of the Jurisdiction, and to protect and preserve the integrity and efficacy of the Product. Purchaser shall promptly notify Pfizer via email within 72 hours (with follow up in writing and in any event within 5 Business Days) if at any time Purchaser believes or becomes aware that any of the Product has been stolen, diverted, tampered with, substituted, or otherwise subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Pfizer. The notice shall provide all information relating to the Product diversion, including, but not limited to, detailed information including the date, time, location, number, batch number(s), expiration date, circumstances, and contact person(s) information. Purchaser shall cooperate with Pfizer or its designee, upon Pfizer's request, in connection with such Product diversion. Except for further distribution in the Jurisdiction by Purchaser permitted in accordance with this Agreement and subject to Section 2.9 of this Agreement, Purchaser shall not directly or indirectly resell, export, transfer, donate, exchange, swap, or otherwise distribute Product without Pfizer's prior written consent, in its sole discretion. Any breach of this Section 4.6 shall be deemed an uncurable material breach of this Agreement, and Pfizer may immediately terminate this Agreement pursuant to Section 6.2.

4.7 Recalls.

[redacted]

[redacted]

5. **REPRESENTATIONS & WARRANTIES**.

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

(a) Organization and Authority. It has full right, power and authority to enter into this Agreement and to perform its respective obligations under this Agreement, including, in the case of Purchaser, that all necessary authorizations and approvals have been obtained by Purchaser to authorize its performance of all of its obligations contained herein, that Purchaser has the authority to bind the State of Israel and the Government and that Purchaser has exercised that authority to bind the State of Israel and the Government as to each of the provisions and terms and conditions set forth in this Agreement;

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

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

5.2 Warranties of Pfizer.

[redacted]

5.3 Anti-Bribery/Anti-Corruption and Global Trade Controls.

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

(b) Pfizer has not made, and will not make, in the performance of this Agreement directly or indirectly any payment, offer, promise, or authorization of payment of money or anything of value to a Government official, political party, candidate for political office, or any other Person, and has not sought and will not seek improperly or corruptly to influence any Government official, political party, candidate for political office, or any other Person, in order to gain an improper business advantage.

(c) The Parties will comply with applicable economic sanctions, import, and export control Laws in the performance of this Agreement.

(d) Activities performed under this Agreement will not involve Restricted Parties (defined as the list of sanctioned parties maintained by the United Nations; the Specially Designated Nationals List and the Sectoral Sanctions Identifications List, as administered by the U.S. Department of the Treasury Office of Foreign Assets Control; the U.S. Denied Persons List, the U.S. Entity List, and the U.S. Unverified List, all administered by the U.S. Department of Commerce; the entities subject to restrictive measures and the Consolidated List of Persons, Groups and Entities Subject to E.U. Financial Sanctions, as implemented by the E.U. Common Foreign & Security Policy; and similar lists of restricted parties maintained by relevant governmental entities).

(e) Notwithstanding any other provision of this Agreement, Pfizer shall not be required to take or refrain from taking any action prohibited or penalized under the Laws of the United States or any applicable non-United States jurisdiction, including, without limitation, the antiboycott laws administered by the U.S. Commerce and Treasury Departments.

5.4 No Other Warranty.

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

use or receipt of the Product, (c) merchantability, or (d) fitness for a particular purpose.

5.5 Purchaser Acknowledgement.

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

(b) Purchaser acknowledges that the Product is novel and being produced under pandemic conditions, and despite the Commercially Reasonable Efforts of Pfizer, Pfizer's efforts to develop, manufacture and supply the Product are aspirational in nature and subject to significant risks and uncertainties due to technical, clinical, regulatory and/or manufacturing challenges and/or failures. Purchaser acknowledges that, in such circumstances, the rights to terminate set out in this Agreement are reasonable and constitute Purchaser's sole and exclusive remedies for Pfizer's or its Affiliate's failure to obtain or procure the obtaining of Authorization or to manufacture, supply or deliver the Product, for whatever reason.

(c) Purchaser's Purchase Order volume is based on the Purchaser's own forecasting, modelling and assumptions, of which the Purchaser is wholly responsible. In no event shall Pfizer or any of its Affiliates be liable for any losses or damages of any nature arising at any time and caused by the Purchaser's Purchase Order volume.

6. **TERM; TERMINATION**.

6.1 Term of Agreement.

This Agreement shall commence on the Effective Date and shall continue until delivery of the Contracted Treatment Courses under the accepted Purchase Order(s), unless extended or terminated pursuant to this Section 6 (Term; Termination) or the mutual written agreement of the Parties ("**Term**").

6.2 Termination for Cause.

Either Party may terminate this Agreement immediately upon written notice to the other Party in the event of a material breach by the other Party of any term of this Agreement, which breach remains uncured for thirty (30) days following written notice to the other Party of such material breach. Notwithstanding the foregoing, if such material breach, by its nature, cannot be cured, the terminating Party may terminate this Agreement immediately upon written notice to the other Party. [redacted]

[redacted]

6.3 Mutual Termination Rights.

In the event: [redacted]

terminate this Agreement upon written notice to the other Party, [redacted]

6.4 Termination in Event of Insolvency.

In the event that Pfizer: (a) becomes insolvent, or institutes or has instituted against it a petition for bankruptcy or is adjudicated bankrupt; or (b) executes a bill of sale, deed of trust, or a general assignment for the benefit of creditors; or (c) is dissolved or transfers a substantial portion of its assets to a third party (excluding any of Pfizer's Affiliates); or (d) has a receiver appointed for the benefit of its creditors, or has a receiver appointed on account of insolvency; then Pfizer shall immediately notify Purchaser of such event and Purchaser shall be entitled to terminate this Agreement.

6.5 Effect of Termination.

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

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

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

(b) The termination or expiration of this Agreement shall not affect the survival and continuing validity of Articles 1, 7, 8, 10, 11 and 12 and Sections 2.1(b) (d), 2.5(b), 2.6, 2.7 (b)-(e), 2.8 2.9, 3.1, 3.3, 3.4, 4.4, 4.5, 4.6, 4.7, 5.4, 5.5, 6.2 (last sentence), 6.5, 9.2-, 9.3, 9.4, and 9.5 or of any other provision which is expressly or by implication intended to continue in force after such termination or expiration. To avoid doubt, in the event that the Purchaser donates any Product after the

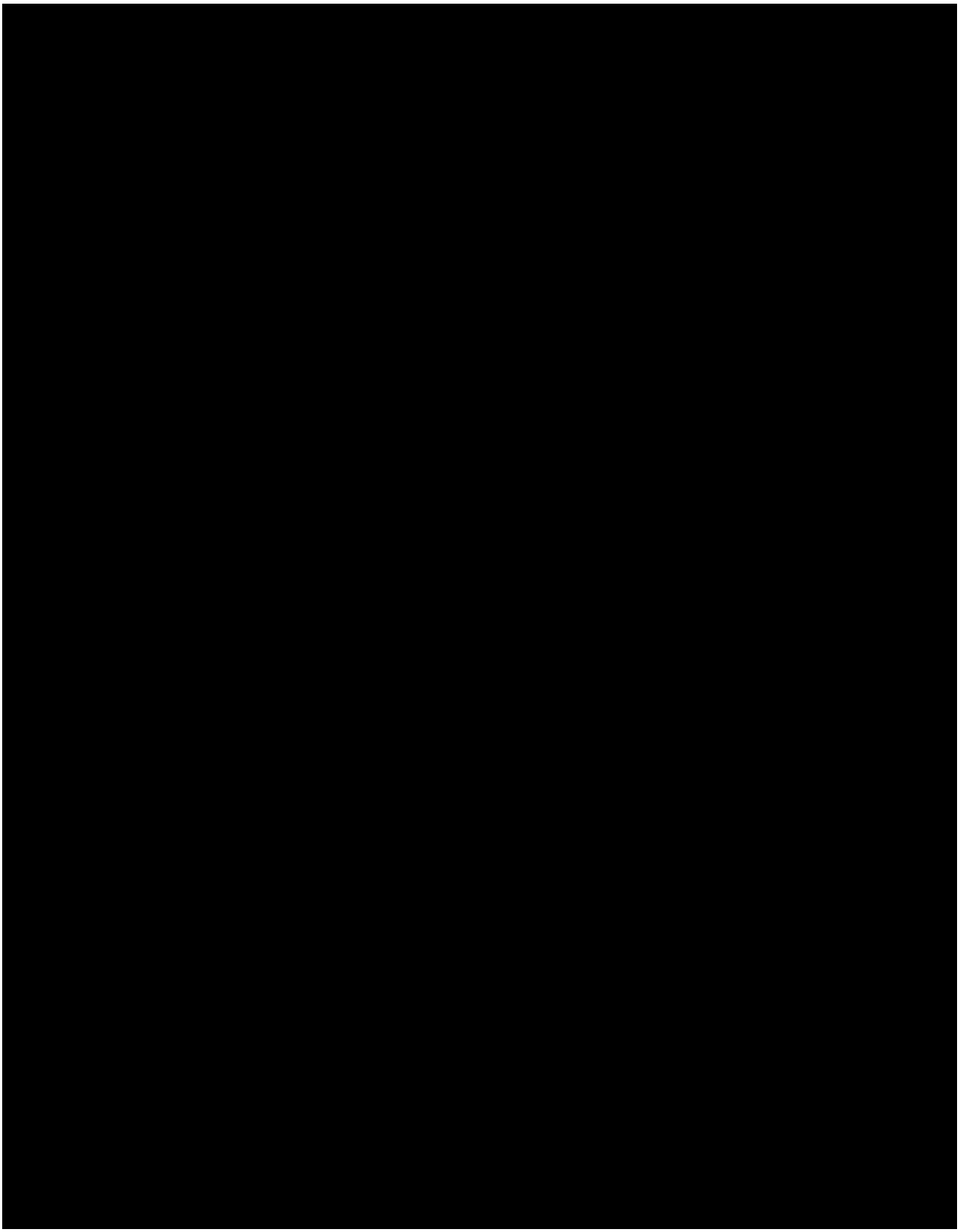
termination or expiry of this Agreement, the provision of this Agreement, including Sections 4.6, 8 and 9, will continue to apply in respect of such donated Product.

(c) Expiry or termination of this Agreement for any reason shall be without prejudice to either Party's other rights and remedies or to any accrued rights and liabilities as the date of such expiry or termination; provided that (i) Pfizer shall have no liability for any failure by Pfizer to develop or obtain Authorization of the Product in accordance with the estimated dates described in this Agreement and (ii) even if the Product is successfully developed and Pfizer obtains Authorization, Pfizer shall have no liability for any failure to deliver Contracted Treatment Courses in accordance with any estimated delivery dates set forth herein.

7. **INTELLECTUAL PROPERTY**.

Purchaser acknowledges and agrees that Pfizer US will be the sole owner of all Intellectual Property Rights generated during the development, manufacture, and supply of the Product or otherwise related to the Product, including all know-how (collectively, the "**Product IP Rights**"). Pfizer US shall be entitled to exclusively exploit any such Product IP Rights. Except as expressly set forth in this Agreement, neither Pfizer nor Pfizer US grants to Purchaser by implication, estoppel or otherwise, any right, title, licence or interest in the Product IP Rights. All rights not expressly granted by Pfizer or Pfizer US hereunder are reserved by Pfizer or Pfizer US.

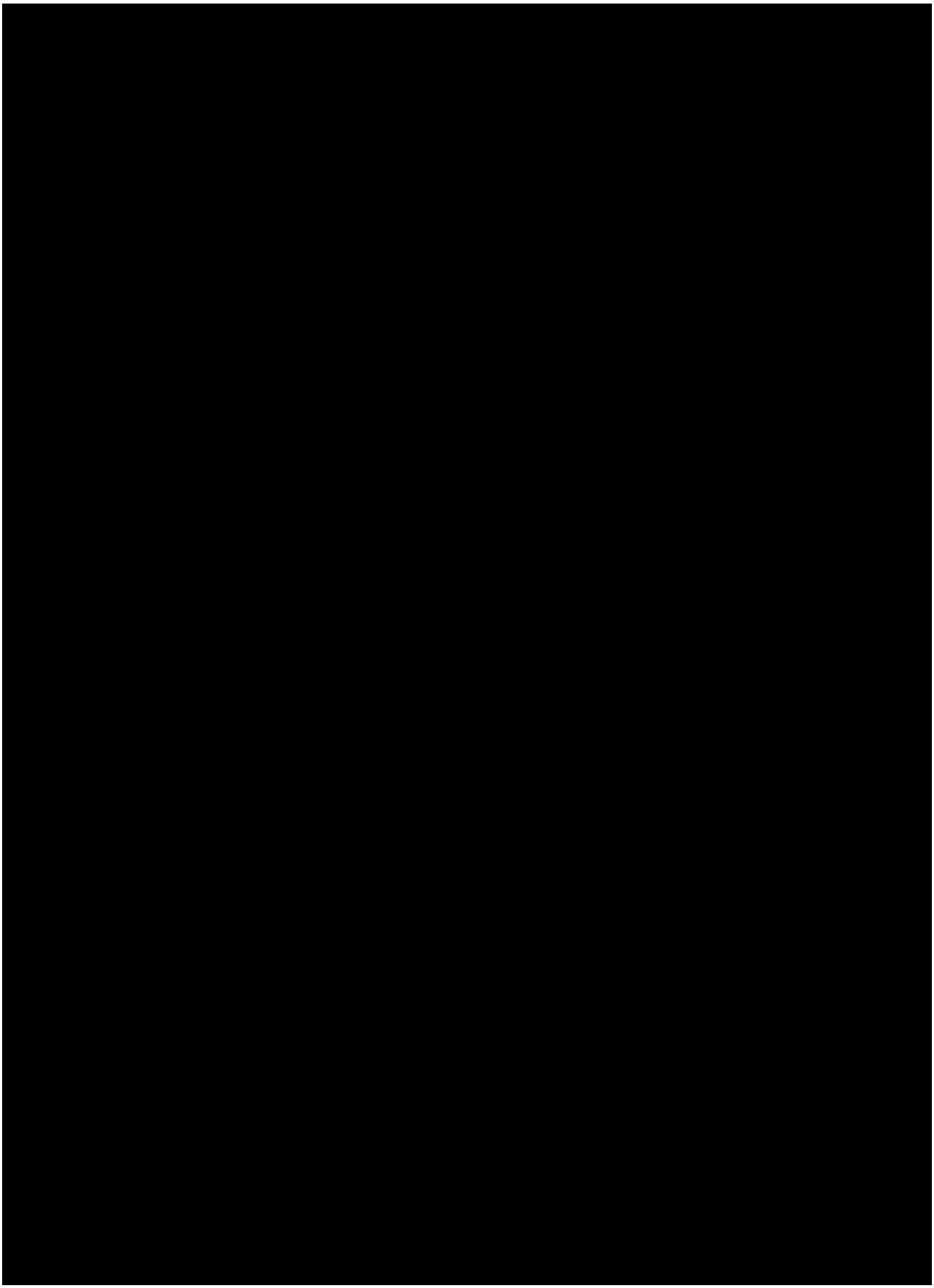
8. **INDEMNIFICATION**.



[redacted]

9. **INSURANCE AND LIABILITY**.

[redacted]



9.5 Conditions Precedent to Supply.

Purchaser represents that it has and will continue to have adequate statutory or regulatory authority and adequate funding appropriation to undertake and completely fulfil the indemnification obligations and provide adequate protection to Pfizer and all Indemnitees from liability for claims and all Losses arising out of or in connection with the Product or its use. Purchaser hereby covenants and acknowledges and agrees that a condition precedent for the supply of the Product hereunder requires that Purchaser shall implement and maintain in effect such statutory or regulatory requirements or funding appropriation sufficient to meet its obligations in this Agreement prior to supply of the Product by Pfizer and thereafter shall maintain such statutory and regulatory requirement and funding appropriation, each as applicable, for so long as necessary to meet all of Purchaser's obligations under this Agreement, including, without limitation, any such obligations that, pursuant to Section 6.5, survive expiration or termination of this Agreement. For clarity, the sufficiency of such statutory or regulatory requirements or funding appropriation shall be in Pfizer's sole discretion. Purchaser acknowledges that Pfizer's supply of Product hereunder is in reliance (without any duty of investigation or confirmation by or on behalf of Pfizer or its Affiliates), *inter alia*, on Purchaser's representations and covenants under this Section 9.6, Purchaser implementing and maintaining in effect the requirements and funding appropriation described in this Section 9.6 and the other representations and warranties made by Purchaser under this Agreement.

10. **CONFIDENTIAL INFORMATION**.

10.1 Non-Use and Non-Disclosure.

Each Recipient shall, and shall cause its Representatives which have access to the Disclosing Party's Confidential Information to, maintain in strict confidence, and shall not disclose to any third party, all Confidential Information observed by or disclosed to it by or on behalf of the Disclosing Party pursuant to this Agreement. Each Recipient shall not use or disclose such Confidential Information except as permitted by this Agreement. Each Recipient shall safeguard the confidential and proprietary nature of the Disclosing Party's Confidential Information with at least the same degree of care as it holds its own confidential or proprietary information of like kind, which shall be no less than a reasonable

degree of care. The Recipient and its Representatives may use, copy, and make extracts of the Disclosing Party's Confidential Information only in connection with fulfilling its obligations under this Agreement and, without limiting the foregoing, shall not use the Confidential Information for the benefit of the Recipient or any of its Representatives, or for the benefit of any other Person. In the event that Recipient becomes aware of any breach of the obligations contained in this Section 10 (Confidential Information) by it or its Representatives, Recipient shall promptly notify the Disclosing Party in writing of such breach and all facts known to Recipient regarding same. In addition, if Recipient is required to disclose the Disclosing Party's Confidential Information in connection with any court order, statute or Government directive or requirement under any Law, Recipient shall give the Disclosing Party notice of such request, as soon as practicable, before such Confidential Information is disclosed so that the Disclosing Party may seek an appropriate protective order or other remedy, or waive compliance with the relevant provisions of this Agreement. If the Disclosing Party seeks a protective order or other remedy, Recipient shall promptly cooperate with and reasonably assist the Disclosing Party (at the Disclosing Party's cost) in such efforts. If the Disclosing Party fails to obtain a protective order or waives compliance with the relevant provisions of this Agreement, Recipient shall disclose only that portion of Confidential Information which its legal counsel determines it is required to disclose. Neither this Agreement nor the performance by either Party hereunder shall transfer to the Recipient any proprietary right, title, interest or claim in or to any of the Disclosing Party's Confidential Information (including, but not limited to, any Intellectual Property rights subsisting therein) or be construed as granting a license in its Confidential Information. Notwithstanding the foregoing, in all cases, (a) Purchaser may not disclose any of the financial or indemnification provisions contained in this Agreement, including, without limitation, the price per Treatment Course or [redacted] or any information that could reasonably ascertain the price per Treatment Course, without the prior written consent of Pfizer; provided, however, that Purchaser may share Confidential Information with other ministries in Israel that are subject to obligations of confidentiality at least as protective as the terms set out in this Agreement provided that Purchaser remains fully liable for the acts or omissions or any breach by such ministries of such confidentiality requirements, and (b) Pfizer may disclose (i) Confidential Information to its Affiliates without prior written consent of Purchaser, and (ii) upon foreign government request, financial information relating to this Agreement, including cost per dose provided that the disclosure of any financial terms shall be subject to Pfizer entering into a confidentiality agreement with such foreign government or if disclosure is required by law, and if confidential treatment is available, Pfizer will use commercially reasonable efforts to request such treatment.

10.2 Recipient Precautions.

In order to comply with the obligations contained in this Section 10 (Confidential Information), Recipient shall take at least the following precautions: (a) Recipient shall exercise all reasonable efforts to prevent unauthorized employees and unauthorized third parties from gaining access to Confidential Information (and in no event less than reasonable care); (b) Recipient shall disclose Confidential Information only to such of its Representatives who have a need to know such Confidential Information to fulfill its obligations under this Agreement; provided, however, before any disclosure of

Confidential Information, Recipient shall bind its Representatives receiving such Confidential Information to a written agreement of confidentiality at least as restrictive as this Agreement; and (c) prior to any disclosure, Recipient shall instruct its Representatives of the confidential nature of, and to maintain the confidentiality of, the Confidential Information. Recipient shall be responsible for all actions of its Representatives, including, without limitation, any breach of the terms hereof, regardless of whether or not such Representatives remain employed or in contractual privity with the Recipient. Notwithstanding the above, Purchaser shall obtain Pfizer's prior written consent (which shall be at Pfizer's sole discretion) before disclosing any pricing information to wholesalers, distributors, transportation carriers or any other delivery or logistics providers of the Product, and, where such consent is given, the Purchaser shall ensure that no further disclosure of the pricing information is made by such Persons.

Should Purchaser receive a request under Freedom of Information Law, 5758-1988 to disclose any Confidential Information, it will notify Pfizer as soon as reasonably practicable, thereby enabling Pfizer to comment on the information to be disclosed in accordance with Laws. Purchaser will, before disclosing any Confidential Information under Freedom of Information Law, 5758-1988, consult with Pfizer, in good faith, as to the content of the proposed disclosure, and shall safeguard the confidential and proprietary nature of the Pfizer's Confidential Information with at least the same degree of care as it holds its own confidential or proprietary information of like kind, which shall be no less than a reasonable degree of care.

No Party shall make, or permit any Person to make, any public announcement concerning the existence, subject matter or terms of this Agreement, the wider transactions contemplated by it, or the relationship between the Parties, without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by Law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

10.3 Return of Confidential Information.

Upon the written request of the Disclosing Party, Recipient shall promptly return or, at the Recipient's option, delete or destroy all Confidential Information of the Disclosing Party (including, without limitation, all copies in whatever medium provided to, or made by, such Recipient); provided, however, that, subject to the terms of this Agreement, (a) Recipient shall be entitled to retain one archival copy of such Confidential Information for purposes of determining its obligations under this Agreement; and (b) Recipient shall not be required to destroy any computer files stored securely by the Recipients or its Affiliates that are created during automatic system back up, or retained for legal purposes by the legal division of the Recipient and its Affiliates, provided that such retained Confidential Information shall remain subject to the terms of this Agreement. Notwithstanding Recipient's return or destruction of Confidential Information, Recipient shall continue to be bound by its obligation of confidentiality and non-use under this Agreement.

10.4 Survival.

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

11. **NOTICES**.

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

If to Purchaser:
Israel Ministry of Health
[redacted]
39 Yirmiyahu Street
Jerusalem, Israel 9446724
[redacted]

With a copy to:
Israeli Ministry of Health
Attn: Legal Department
39 Yirmiyahu Street
Jerusalem, Israel 9446724
[redacted]

If to Pfizer:

Pfizer Pharmaceuticals Israel LTD
9 Shenkar Street
Hezliya Pituach, Israel 46725

Pfizer Inc.
235 East 42nd Street
New York, NY 10017
[redacted]

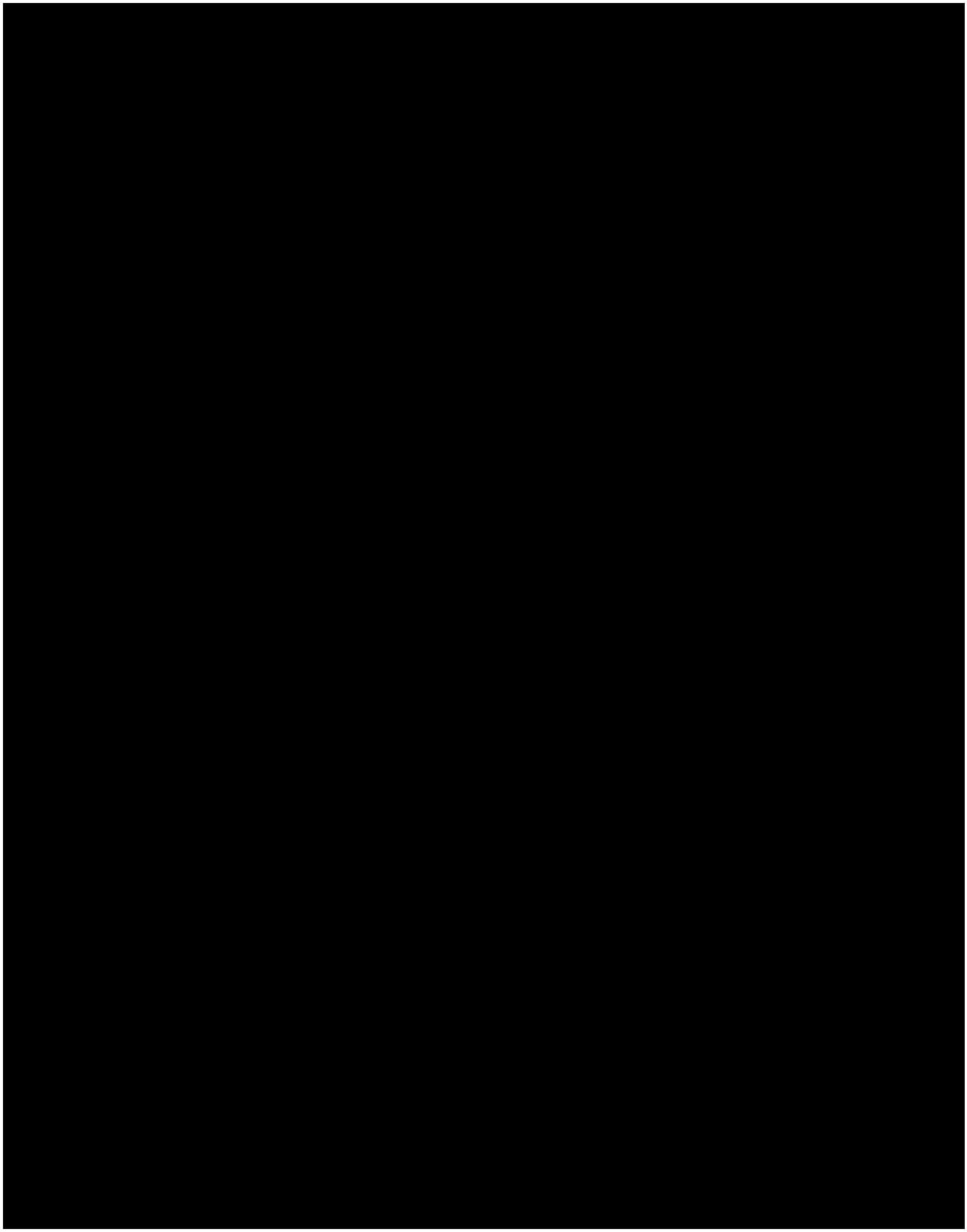
With a copy (which shall not constitute notice) to:
Pfizer Pharmaceuticals Israel LTD
9 Shenkar Street
Hezliya Pituach, Israel 46725

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

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

12. **MISCELLANEOUS**.

[redacted]



12.3 Publicity.

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

12.4 Governing Law.

All disputes shall be governed by the Laws of the State of New York, USA, without regard to conflict of Law principles, except that any dispute regarding the arbitrability or the scope and application of this Section shall be governed by the Federal Arbitration Act of the United States.

12.5 Third Party Rights.

(a) Purchaser agrees the applicable rights granted or provided to Pfizer under this Agreement are also granted or provided to Indemnified Persons to the extent that those rights relate to such Indemnified Persons, including but not limited to the indemnification in Section 8.1 (each a "**Third Party Beneficiary**" and together the "**Third Party Beneficiaries**"). Each Third Party Beneficiary shall be entitled to enforce the terms of this Agreement; provided that, to the extent permissible by Law and where reasonably practicable, any claims, demands or actions from any Third Party Beneficiary shall be brought by Pfizer itself on behalf of the relevant Third Party Beneficiary.

(b) Any Losses suffered by a Third Party Beneficiary will not be treated as being indirect solely because it has been suffered by a Third Party Beneficiary and not by Pfizer directly.

12.6 Relationship of the Parties.

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

12.7 Assignment; Binding Effect.

Neither Purchaser nor Pfizer shall assign any of its rights or delegate or subcontract any of its duties and obligations under this Agreement without the prior written consent of the other Party, which may be withheld at such Party's discretion, provided that Pfizer, without Purchaser's consent, may assign, delegate or subcontract any of its duties and obligations under this Agreement to an Affiliate of Pfizer. Any such attempted assignment of rights or delegation or subcontracting of duties without the required prior written consent of the other Party shall be void and ineffective. Any such assignment, delegation or subcontracting consented to by a Party in writing shall not relieve the other Party of its responsibilities and liabilities hereunder and such assigning Party shall remain liable to other Party for the conduct and performance of each permitted assignee, delegate and

subcontractor hereunder. This Agreement shall apply to, inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. Except as otherwise provided in Section 12.5, the Parties agree that this Agreement is not intended by either Party to give any benefits, rights, privileges, actions or remedies to any Person or entity, partnership, firm or corporation as a third party beneficiary or otherwise under any theory of Law.

12.8 Force Majeure.

Neither Party shall be liable for any failure to perform or any delays in performance, and neither Party shall be deemed to be in breach or default of its obligations set forth in this Agreement, if, to the extent and for so long as, such failure or delay is due to any causes that are beyond its reasonable control and not to its acts or omissions, [redacted] ("**Force Majeure Event**"). Failure or inability to pay shall not be a basis for a Force Majeure Event under this Agreement. In the event of a Force Majeure Event, the Party prevented from or delayed in performing shall promptly give notice to the other Party and shall use Commercially Reasonable Efforts to avoid or minimize the delay. The parties agree that, although the current COVID-19 crisis is in itself no longer an 'unforeseeable' situation, it may still result in circumstances which are unforeseeable and beyond the reasonable control of the Parties and therefore within the definition of Force Majeure Event.

12.9 Severability.

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

12.10 Non-Waiver; Remedies.

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

12.11 Further Documents.

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

12.12 Forms.

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

12.13 Headings.

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

12.14 Counterparts.

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

12.15 Electronic Delivery and Storage.

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

12.16 Entire Agreement; Amendments.

This Agreement and the side letter executed by the Parties on the Effective Date, together with any attachments and amendments (and as such attachments may be amended, amended and restated or replaced from time to time), which are hereby incorporated by reference, constitute the entire agreement of the Parties with respect to its subject matter and merges and supersedes all prior discussions and writings with respect to thereto. Except as otherwise set out herein; no modification or alteration of this Agreement shall be binding upon the Parties unless contained in a writing signed by a duly authorized agent for each respective Party and specifically referring hereto or thereto.

12.17 Rule of Construction.

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

12.18 English Language.

This Agreement shall be written and executed in, and all other communications under or in connection with this Agreement shall be in, the English language. Any translation into any other language shall not be an official version thereof, and in the event of any conflict in interpretation between the English version and such translation, the English version shall control.

12.19 Legal Costs.

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

12.20 Time Periods.

Except as set forth in Section 4.4(a) regarding inspection, the Parties agree that in the event a required time period of [redacted] set forth in this Agreement occurs during a Friday eve, Saturday or one of the following holidays: Rosh Hashana, Yom Kippur, Sukkot (except intermediate days), Pesach (except intermediate days), Shavuot, Yom Hazikaron or Yom Haatzmaut ("**Holidays**"), such period of time shall be extended until Sunday or completion of such Holiday.

*[signature on following page]*

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

**Pfizer Pharmaceuticals Israel Ltd.**

By: DocuSigned by: 584AB28B20DB4AC...

Name: Metin Hullu

Title: Country Manager, Pfizer Israel

December 24, 2021

DocuSigned by: 0B4CAC53F717483...

Liron Rogel

Finance Director

Pfizer Pharmaceuticals Israel LTD.

**Israel Ministry of Health**

By:

Name: Hassan Ismael

Title: CFO

NACHMAN ASH
DG-MOH
24.12.21

**Attachment A - Specifications**

To be inserted following the Effective Date (and in any event before supply in line with the agreed Delivery Schedule)

**Attachment B - Delivery Schedule and Price**

| Quarter | [redacted] | | | | Total |
|---|---|---|---|---|---|
| Treatment Courses | [redacted] | | | | |
| Price per Treatment Course | [redacted] | [redacted] | [redacted] | [redacted] | |

The Parties acknowledge and agree that the foregoing amounts are subject to the minimum order quantities per Product and Pfizer may adjust upward or downward each quarterly amount to account for full case of delivery of Product (or multiples thereof) based on the minimum order quantity [redacted]



[redacted]

**Attachment C- Documentation**

**Attachment D – Delivery Specification**

[redacted]

To be inserted following the Effective Date (and in any event before supply in line with the agreed Delivery Schedule)

[redacted]

**Attachment F – Return and Disposal of Product Materials**

**A. Return**

"**Logistics Delivery Equipment**" refers to the GPS location enabled temperature loggers that may be used for shipment real time temperature monitoring.

Store the empty **Logistics Delivery Equipment** until return in an appropriate clean and secure location to protect and maintain the functionality of the equipment (e.g., do not store outside under uncontrolled conditions, exposed to weather, exposed to pests, etc.).

Return of the **Logistics Delivery Equipment** to be undertaken within thirty (30) days following delivery of the Product to Purchaser or the Purchaser's recipient at the delivery location(s) agreed upon between the Parties pursuant to Article 2.4(b). Instructions and logistics for return will be provided and will also be available on Pfizer's website. In the event that either: (a) the **Logistics Delivery Equipment** (or any part thereof), is not (i) delivered to the return carrier within 30 days following delivery of the Product or (ii) received by Pfizer within five (5) days following the date of Purchaser's return shipment; or (b) the **Logistics Delivery Equipment** (or any part thereof), is damaged in any way (determined in Pfizer's sole discretion), Pfizer shall be entitled to charge Purchaser $150 (exclusive of VAT) per item of Logistics Delivery Equipment, which Purchaser shall pay within 30 days of the date of any invoice for such amount(s). Purchaser acknowledges that such amount represents a reasonable pre-estimate of replacement cost such Logistics Delivery Equipment as a result of Purchaser's default, act or omission.

**B. Disposal**

"**Primary Container Units**" refers to the blister packs that contain the Product.

Destruction of the **Primary Container Units** that have been opened or are unused must take place at a facility appropriately licensed to handle and destroy pharmaceutical waste, medical waste, and/or hazardous waste, and destruction must be by means of incineration.

"**Secondary Cartons**" refers to the immediate boxes that contain the Primary Container Units.

**Secondary Cartons** must be defaced and destroyed in accordance with local clinical dosing facility waste management services, and **Secondary Cartons** may not be disposed of in routine household waste collection or recycling centers.