

ORDER FORM

1. The Czech Republic (the **“Participating Member State”**), represented for the purposes of signing this specific order form by Radek Policar, Deputy Minister for Legislation and Legal Affairs, Ministry of Health of the Czech Republic,

and

2. AstraZeneca AB, a party incorporated in Sweden having a business address of KVARNBERGAG 16, 151 85 SÖDERTÄLJE

Reg Office AstraZeneca AB
SE-151 85 Södertälje, Sweden
Reg No 556011-7482

“AstraZeneca” or **“the contractor”**), represented for the purposes of signing this specific order form by Derek Seaborn, VP Head of Sweden Operations,

WHEREAS, AstraZeneca and the Commission acting on behalf of and in the name of the Participating Member States entered into that Advance Purchase Agreement for the production, purchase and supply of the ChAdOx1 nCov-19 vaccine in the European Union dated 27 August, 2020 (the **“APA”**).

WHEREAS, the APA provides that each Participating Member State must deliver and execute an Order Form in this form with the information filled in (a **“Order form”**);

WHEREAS, the Participating Member State wishes to order Doses from AstraZeneca in accordance with the terms of the APA.

WHEREAS in accordance with the provisions set out in the APA, AstraZeneca has agreed to supply the Initial Europe Doses allocated to each Participating Member State in a given timeframe, should it manage to develop a safe and effective vaccine against COVID-19 (**“Vaccine”**).

WHEREAS, capitalized terms that are used but not otherwise defined herein shall have the meaning for such capitalized terms set forth in the APA.

HAVE AGREED

Article 1

Subject matter

1.1 This Order Form is entered into as contemplated by the APA **for the production and purchase of a successful COVID-19 vaccine in the European Union**, signed by the parties on 27 August 2020. This Order Form is an integral part of the APA and the terms and conditions of the APA are incorporated into this Order Form by this reference.

1.2 By execution of this Order Form, the undersigned Participating Member State hereby:

(a) shall have a legally binding obligation to purchase a portion of (i) the Initial Europe Doses as set forth in the Binding Allocation to be/as determined pursuant to Section 8.3. (a) or 8.3. (b), as applicable, of the APA and (ii) the Optional Doses allocated as set forth in Section 5.2 of the APA, in each case, as set forth in the APA and in this Order Form.

Article 2

Entry into force and duration

2.1 This Order Form shall become effective upon execution and delivery by the Participating Member State and counter-execution and delivery by AstraZeneca.

Article 3

Price and Quantity

3.1 Price Per Dose. The Price Per Dose for the Initial Europe Doses and Optional Doses shall equal the amount calculated pursuant to Sections 7.3, 7.4 and 10.3 of the APA, taking into account adjustments provided for therein.

3.2. Initial Europe Doses: Quantity and Binding Order. The precise quantity of the Initial Europe Doses purchased by the Czech Republic as determined pursuant to [REDACTED]. The number of Initial Europe Doses allocated to each Participating Member State in the Binding Allocation shall be the number of Initial Europe Doses that the Participating Member State is required to purchase pursuant to this Order Form.

3.3. Optional Doses: Quantity and Binding Order. The precise quantity of the Optional Doses to be purchased by the Czech Republic as determined pursuant to Section 5.2 of the APA is [TBD]. The number of Optional Doses set forth in such allocation shall be the total number of Optional Doses that the Participating Member State is required to purchase pursuant to this Order Form.

3.4. Additional Doses. Additional Doses may be agreed to by AstraZeneca the Czech Republic in accordance with Section 5.3 of the APA. The Price per Dose for Additional Doses would equal the amount calculated pursuant to Section 7.4 of the APA, taking into account adjustments provided for in the APA.

3.5. Method of Payment. All payments to AstraZeneca under this Order Form shall be made by deposit of Euros by wire transfer of immediately available funds in the requisite amount to such bank account as AstraZeneca may from time to time designate by written notice to the Participating Member State. For the purpose of calculating any sums due under, or otherwise reimbursable pursuant to this Agreement, AstraZeneca shall convert any amount expressed in

a foreign currency into Euro equivalents using the AZ Exchange Rate. Payments for shipments of Doses shall be due and payable within thirty (30) days following invoicing for such Doses.

3.6. Distribution Hubs. The Distribution Hub for the Participating Member State is as follows:

[REDACTED]

Article 4

Communication details; Notices

Any notice given under this Order Form shall be in writing in English, shall refer to the APA and this Order Form and shall be sent by either pre-paid recorded first class post/pre-paid airmail or courier to the principal office or registered office of the recipient or by electronic transmission to the addresses set forth below:

4.1 Participating Member State:

Radek Policar
Deputy Minister for Legislation and Legal Affairs
Czech Republic
Ministry of Health of the Czech Republic
Palackého náměstí 4
128 01 Praha 2
E-mail: [REDACTED]

Contractor:
Iskra Reic, EVP Europe & Canada
Neuhofstrasse 34, 6340 Baar Switzerland
Email: [REDACTED]

Copy to
Mariam Koohdary, Deputy General Counsel
1800 Concord Pike Wilmington, DE 19850-5437 United States of America
Email: [REDACTED]

Article 5

Representations, Warranties and Covenants

5.1 The Participating Member State represents, warrants and covenants to AstraZeneca that:

- (a) the execution and delivery of this Order Form and the performance by it of the transactions contemplated hereby have been duly authorized by all necessary action;
- (b) it has the power and authority to execute and deliver this Order Form and to perform its obligations hereunder, including to satisfy the payment obligations hereunder;

- (c) this Order Form has been duly executed and is a legal, valid and binding obligation on it, enforceable against it in accordance with its terms;
- (d) it 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 Order Form or that would impede the complete fulfillment of its obligations under this Order Form;
- (e) it shall comply with all Applicable Laws that are applicable to its activities and operations under the APA;
- (f) Upon request by AstraZeneca and in coordination with the Commission, the Participating Member State will use its Best Reasonable Efforts, in accordance with all Applicable Laws and within the framework of its competencies, 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; and
- (g) **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 Participating Member State, AstraZeneca shall promptly inform the Participating Member State. 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 Participating Member State 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).

Article 6

Termination

This Order Form shall terminate concurrent with the APA and with the same effects of termination as set forth in Article 12 of the APA. Within thirty (30) days following the date of termination of this Order Form, the Participating Member State (pro rata to the Binding Allocation pursuant to Section 8.3(b) of the APA or if there is no Binding Allocation, then pro rata in accordance with the method for allocation set forth in Section 8.3(b) of the APA) shall reimburse AstraZeneca for all reasonably incurred unpaid expenses and any non-cancellable expenses relating to the activities under this Agreement for which Funding has not yet been provided.

Signatures

For the Czech Republic State authority,

Radek Policar

Deputy Minister for Legislation and Legal
Affairs

signature. 

Done at Prague, 19th October 2020

In duplicate in English.