

November 26, 2021

Czech Republic,
Represented by Ministry of Health of the Czech Republic
Palackeho namesti 4
128 01, Prague 2

Republic of Austria,
Represented by Federal Ministry of Social Affairs, Health, Care and Consumer Protection
Stubenring 1
1010 Vienna

Resale of Vaccine doses from Czech Republic to Austria

We refer to:

- (i) the Advance Purchase Agreement SANTE/2021/C3/005 between Pfizer Inc ("Pfizer"), BioNTech Manufacturing GmbH ("BioNTech") (Pfizer and BioNTech together the "Contractor") and the European Commission, acting for and on behalf of and in the name of the Participating Member States, for the purchase and supply of Vaccine for EU Member States dated 17 February 2021 (the "PA");
- (ii) the Vaccine Order Form signed by Contractor and the Government of Czech Republic ("Czech Republic") on March 4, 2021 placing Czech Republic's order for its full allocated portion of the Contracted Doses (the "Czech Republic Contracted Doses") under the PA (the "Czech Republic Vaccine Order Form"); and
- (iii) the Vaccine Order Form signed by Contractor and Austria ("Austria") on March 5, 2021 and March 8, 2021, as amended from time to time, placing Austria's order for its full allocated portion of the Contracted Doses (the "Austria Contracted Doses") under the PA (the "Austria Vaccine Order Form").

The Czech Republic Vaccine Order Form and the Austria Vaccine Order Form are together the "Vaccine Order Forms".

This Side Letter (this "Side Letter") is entered into by and between Contractor, Czech Republic and Austria (individually a "Party" and collectively the "Parties") as of the date hereof and, in consideration of the mutual obligations undertaken by each Party under this Side Letter, sets forth a legally binding set of obligations between the Parties as to the terms on which Czech Republic will resell a certain proportion of the Czech Republic Contracted Doses to Austria. Any capitalized term used, but not otherwise defined, in this Side Letter shall have the meaning assigned to such term in the Vaccine Order Forms and the PA.

1. Czech Republic agrees to resell 749,970 doses/641 trays of the Czech Republic Contracted Doses to Austria (the "Resold Contracted Doses") with the following batch number:

Number of doses	Number of trays	Batch Number
93 600	80	[REDACTED]
56 160	48	
210 600	180	
306 540	262	
83 070	71	

2. The Contractor has delivered the Resold Contracted Doses to Czech Republic in accordance with terms of the Czech Republic Vaccine Order Form and the PA. The Parties agree that by doing so the Contractor has fulfilled its delivery obligations in respect of the Resold Contracted Doses. For the avoidance of doubt, there will be no change made as a result of this Side Letter to the number of Contracted Doses delivered by Contractor to Czech Republic or Austria as set out in the Delivery Schedule in the Vaccine Order Forms.
3. To avoid doubt, the Contractor will not be liable for any risks of loss or damage to the Product after delivering the Product to Czech Republic, including without limitation, temperature excursions, theft, or damages of any kind to the Product and the Contractor shall have no liability to Austria for any storage, transport and handling of the Resold Contracted Doses following delivery of the Resold Contracted Doses by the Contractor to Czech Republic.
4. Czech Republic and Austria shall enter into a bilateral resell agreement which shall include arrangements for delivery of and payment for the Resold Contracted Doses (the "Resell Agreement").
5. Without prejudice to paragraph 4, Austria shall pick up the Resold Contracted Doses on FCA (as per Incoterms 2020) at a warehouse designated by the Czech Republic pursuant to the Resell Agreement. Czech Republic warrants, prior to the pick-up of the Resold Contracted Doses by Austria, that it has stored the Resold Contracted Doses in accordance with applicable Laws and the requirements of the PA at all times. Czech Republic shall continue to comply with all storage, transport, handling, product acceptance, security, destruction and disposal provisions of the Czech Republic Vaccine Order Form and PA applicable to the Product, and any further protocols agreed with the Contractor, until the pick-up of the Resold Contracted Doses by Austria, whereupon title and risk shall transfer to Austria in accordance with the Resell Agreement.
6. Czech Republic has paid the Delivery Price for the Resold Contracted Doses to the Contractor pursuant to the terms of Article I.2b and Article III.1 of the Czech Republic Vaccine Order Form. Austria shall pay Czech Republic for the Resold Contracted Doses pursuant to the Resell Agreement.

7. Subject to the delivery and payment obligation in paragraphs 2, 3, 4, 5 and 6 above, the Resold Contracted Doses shall be treated as Austria Contracted Doses once delivered to Austria, and all obligations of Austria under the Austria Vaccine Order Form and PA (including, to avoid doubt, the indemnity obligations) shall apply to the Resold Contracted Doses.
8. Article 1.13 (Applicable Law and Settlement of Disputes) of the PA shall apply to any dispute arising out of the implementation of or in connection with this Side Letter and the Parties irrevocably to be bound by the provisions set out therein.

Please confirm your agreement to, and intention to be legally bound, by the terms of this Side Letter by signing and returning the duplicate copy of this Side Letter to the Contractor.

Yours sincerely,



November 28, 2021

Nanette Cocero, Vaccine Global President, Pfizer
For and on behalf of Contractor

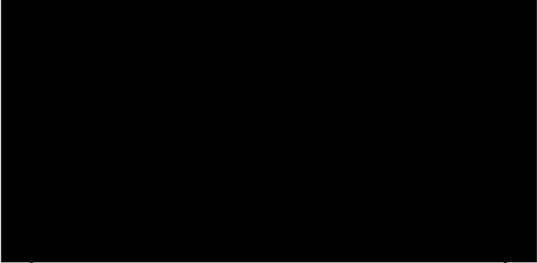
Read, Understood, Accepted and Agreed:



Adam Vojtěch
Minister of Health

Mag. Ines Stilling
Secretary General of the Federal Ministry of
Social Affairs, Health, Care and Consumer
Protection

For and on behalf of Austria



For and on behalf of Czech Republic