<u>בבית המשפט המחוזי בירושלים</u> **<u>עת"מ 47588-05-21</u>**
בשבתו כבית משפט לעניינים מנהליים
בפני כב' השופטת דנה כהן לקח

העותר: **דוד פיקז, ת"ז 055047740**
מרח' מחץ 6, רמת גן
טל': 050-5364220; פקס: 03-7306904
דוא"ל davidp@ksdlaw.co.il

- נ ג ד -

המשיבה
מדינת ישראל – הממונה על יישום חוק חופש המידע במשרד הבריאות
באמצעות פרקליטות מחוז ירושלים (אזרחי)
מרח' מח"ל 7, מעלות דפנה, ירושלים
טל: 073-3920000 פקס: 02-6468056
דוא"ל EZ-jer@justice.gov.il

<u>מועד אחרון להגשת ההודעה – 24.1.22 כ"ב שבט תשפ"ב</u>

<u>מועד החתימה על המסמך – 24.1.22 כ"ב שבט תשפ"ב</u>

<u>הודעה מטעם המשיבה</u>

1. בהתאם להחלטת בית המשפט הנכבד מיום 29.12.21, מתכבדת המשיבה להגיש מסמכים נוספים מושחרים
2. במקביל להודעה זו מגישה המשיבה במעטפה סגורה לעיונו של בית המשפט הנכבד את המסמכים הנ"ל בנוסח שנמסר לעיון העותר ובצמוד אליו הנוסח המקורי, כפי שנקבע בהחלטה מיום 6.12.21.
3. להלן פירוט המסמכים הנוספים:

א. CONFIDENTIAL DISCLOSURE AGREEMENT - **מצורף ומסומן 1**
ב. AMENDMENT TO MANUFACTURING AND SUPPLY AGREEMENT – **מצורף ומסומן 2**
ג. SUPPLEMENTARY AGREEMENT – **מצורף ומסומן 3**
ד. SECOND AMENDMENT TO MANUFACTURING AND SUPPLY AGREEMENT – **מצורף ומסומן 4**
ה. THIRD AMENDMENT TO MANUFACTURING AND SUPPLY AGREEMENT – **מצורף ומסומן 5**
ו. BINDING TERM SHEET – **מצורף ומסומן 6**

משה וילינגר, עו"ד
פרקליטות מחוז ירושלים – אזרחי

כ"ב שבט תשפ"ב, 24 ינואר 2022.

CONFIDENTIAL DISCLOSURE AGREEMENT

(Two way: Mutual Disclosure)

This Confidential Disclosure Agreement ("**Agreement**") is effective as of July 12th, 2020 ("Effective Date") and is made

Among:

Pfizer Inc, a corporation organized and existing under the laws of Delaware, with offices at 235 East 42nd Street, New York, New York 10017, USA ("**Pfizer**");**PfizerPfizer**; and Israeli Ministry of Health with offices at Jerusalem, Israel ("MOH")

WHEREAS, the Parties possess certain Confidential Information (as defined below) which relates to one or more proposed business arrangements involving the supply of modified RNA expressing influenza HA or SARS-CoV-2 proteins encapsulated in lipid nanoparticles in association with RNA influenza vaccine clinical trials and SARS-CoV-2 vaccine clinical trials (the "Proposed Transaction") and each desires to disclose to and receive from the other such Confidential Information for the Purpose (as defined below).

Pfizer and MOH are sometimes individually referred to herein as "Party" and collectively referred to herein as the "Parties.

The Parties agree as follows:

1) **Definitions**

"Affiliates" means, with respect to each Party, the Person(s) that (directly or indirectly) control, are controlled by, or are under common control with the named Party. For purposes of this definition, "control" (including, with correlative meanings, "controlled by", "controlling" and "under common control with") means (a) possession, direct or indirect, of the power to direct or cause direction of the management or policies of an entity (whether through ownership of securities or other ownership interests, by contract or otherwise), or (b) beneficial ownership of at least fifty percent (50%) of the voting securities or other ownership interest (whether directly or pursuant to any option, warrant or other similar arrangement) or other comparable equity interests of an entity.

"Confidential Information" means all confidential or proprietary information, other than Exempt Information, in any form concerning, the Purpose, in each case which is directly or indirectly disclosed by or on behalf of the Disclosing Party or its Affiliates to the Receiving Party or its Representatives pursuant to this Agreement during the Disclosure Period (as defined below) regardless of the manner in which it is disclosed, delivered, furnished, learned or observed, either marked "Confidential" or, if oral, declared to be confidential when disclosed and confirmed in writing within [redacted] of disclosure. 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.

"Disclosing Party" means the Party to this Agreement which discloses, or causes to be disclosed, Confidential Information to the other Party under this Agreement.

"Disclosure Period" means the period during which either Party may disclose Confidential Information to the other Party. The Disclosure Period shall commence on the Effective Date (as defined above), and shall expire [redacted] after such date, unless (i) the Disclosure Period is either extended or terminated earlier in writing by mutual agreement of the Parties, in which case the Disclosure Period shall expire on the date agreed by the Parties in such writing or (ii) the Disclosure Period is terminated pursuant to clause 3 below in which case the Disclosure Period shall expire on the date of termination.

"Exempt Information" means information that: (i) the Receiving Party or any of its Representatives lawfully possessed, as demonstrated by competent proof, before the Disclosing Party, or its Affiliates, disclosed such information under this Agreement; or (ii) 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 Receiving Party or its Representatives); (iii) the Receiving Party 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 or its Affiliates with respect to such information (and Receiving Party has made reasonable enquiry with respect thereto); or (iv) the Receiving Party evidences to the reasonable satisfaction of the Disclosing Party is independently developed by or on behalf of the Receiving Party 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 Receiving Party or its Representatives or otherwise lawfully in the possession of the Receiving Party or any of its Representatives.

"Person" means an individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, incorporated association, joint venture or similar entity or organization, including a government or political subdivision, department or agency of a government.

"Purpose" is to facilitate discussions and explore the Proposed Transaction or other relationship involving the Parties and/or one or more of their respective Affiliates.

"Receiving Party" means the Party to this Agreement which receives Confidential Information from the other Party under this Agreement.

"Representatives" means, with respect to Receiving Party, 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 the Purpose.

"Restricted Market(s)" means the Crimean Peninsula, Cuba, the Donbass Region, Iran, North Korea, Sudan, and Syria, or any other country or region subject to sanctions by the United States or European Union.

"Restricted Party(ies)" means an individual or entity on the list of sanctioned entities maintained by the United Nations; the Specially Designated Nationals List and the Sectoral Sanctions Identifications List of the U.S. Treasury Department's Office of Foreign Assets Control; the U.S. Denied Persons List, the U.S. Entity List, and the U.S. Unverified List of the U.S. Department of Commerce; 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 and Security Policy; the List of Excluded Individuals / Entities published by the U.S. Health and Human Services Office of Inspector General; any

lists of prohibited or debarred parties established under the U.S. Federal Food Drug and Cosmetic Act; the list of parties suspended or debarred from contracting with the U.S. government; and similar lists of restricted parties maintained by the governmental authorities of the countries that have jurisdiction over the activities conducted under this Agreement.

2) **Treatment of Confidential Information**

(a) The Receiving Party shall maintain, and shall cause its Representatives which have access to the Disclosing Party's Confidential Information to maintain, the confidentiality of the Disclosing Party's Confidential Information with the same degree of care as it maintains the confidentiality of its own confidential information, which in no event shall be less than a reasonable standard of care.

(b) The Receiving Party and its Representatives may use, copy and make extracts of the Disclosing Party's Confidential Information only in connection with the Purpose and, without limiting the foregoing, shall not use the Confidential Information for the benefit of the Receiving Party or any of its Representatives, or for the benefit of any other Person.

(c) The Receiving Party shall not disclose any of the Disclosing Party's Confidential Information to any Person other than its Representatives. The Receiving Party is liable to the Disclosing Party for any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement by any of its Representatives, whether or not such Representatives remain employed by or in contractual privity with the Receiving Party.

(d) Except as set out in clause 2(e) below, upon the Disclosing Party's written request, the Receiving Party shall promptly return to the Disclosing Party or, at the Receiving Party's option, destroy or delete all copies and extracts of the Disclosing Party's Confidential Information, in whatever medium, then in the Receiving Party's or its Representatives' possession. Upon the Disclosing Party's request, the Receiving Party shall confirm in writing as to any such destruction.

(e) Notwithstanding clause 2(d) above, the Receiving Party: (i) may retain a single copy of the Disclosing Party's Confidential Information for the sole purpose of ascertaining its ongoing rights and responsibilities in respect of such information; and (ii) shall not be required to destroy any computer files stored securely by the Receiving Party or its Affiliates that are created during automatic system back up, or retained for legal purposes by the legal division of the Receiving Party and its Affiliates, provided that such retained Confidential Information shall remain subject to the terms of this Agreement.

(f) Notwithstanding anything to the contrary contained herein, the Receiving Party shall be permitted to disclose (and the Receiving Party shall not be required to destroy) any of the Disclosing Party's Confidential Information that is required or requested to be disclosed by a governmental authority or pursuant to applicable law in connection with a legal or administrative proceeding, provided that the Receiving Party shall: (i) notify the Disclosing Party of any such disclosure requirement or request as soon as practicable; (ii) cooperate and reasonably assist with the Disclosing Party (at the Disclosing Party's cost) if the Disclosing Party seeks a protective order or other remedy in respect of any such disclosure and (iii) furnish only that portion of the Confidential Information which, in the opinion of Receiving Party's legal counsel, is responsive to such requirement or request.

(g) The Disclosing Party acknowledges and agrees that the Receiving Party may have present or future business activities or opportunities, including business activities or opportunities with other Persons, involving similar products, programs, technologies or processes that may compete with a product, program, technology or process included in the Confidential Information or covered by this Agreement. Accordingly, each Party acknowledges and agrees that nothing in this Agreement shall be

construed as a representation or inference that the other Party will not develop for itself, or enter into business relationships with other Persons regarding products, programs, technologies or processes that are similar to or that may compete with any product, program, technology or process included in the Confidential Information or covered by this Agreement, provided that Confidential Information shall not be used or disclosed in breach of this Agreement.

3) **Term and Termination**

The term during which disclosures may be made and received under this Agreement will be the Disclosure Period. Each Party's obligations under this Agreement will terminat[redacted] from the Effective Date. Notwithstanding the foregoing, either Party may terminate the Disclosure Period with immediate effect at any time, without cause and in its sole discretion, upon giving written notice.

4) **Other Matters**

(a) Each Party represents and warrants to the other that it has the legal power and authority to enter into and perform under this Agreement, and that it has the right to disclose its Confidential Information, without violating the rights or obtaining the consent of any Person. The Parties acknowledge that except as expressly set forth herein: (a) neither Party has made any representation, warranty, or promise to the other, express or implied, upon which either is entitled to rely in any way; and (b) the Parties specifically waive and disclaim any reliance, dependence or action based on any written or verbal statement or promise made by either Party to the other.

(b) Each Party will comply with any and all applicable import, export, and economic sanctions laws and regulations relating to its performance under this Agreement. Each Party will not, for activities under this Agreement, (1) engage in any such activities in a Restricted Market; (2) involve individuals ordinarily resident in a Restricted Market; or (3) involve companies, organizations, or governmental entities from a Restricted Market. Each Party agrees that it will not knowingly transfer to the other any goods, software, technology, information, or services that are (a) controlled at a level other than EAR99 under the U.S. Export Administration Regulations; (b) controlled under the U.S. International Traffic in Arms Regulations (ITAR); (c) specifically identified as an E.U. Dual Use Item; or (d) on an applicable export control list of a foreign country. Each Party certifies that (i) it is not on any Restricted Party list; and (ii) it is not owned or controlled by any individual or entity on any Restricted Party list.

(c) Neither this Agreement nor the performance by either Party hereunder shall transfer to the Receiving Party 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 to its Confidential Information.

(d) No Party is obligated to negotiate or enter into any other agreement and any evaluation or discussions may be terminated at the sole discretion of any Party at any time and for any reason. Each Party shall be responsible for its own expenses in connection with any evaluation or discussion relating to the Confidential Information or any possible transaction or other relationship between the Parties and/or one or more of their respective Affiliates. Unless and until a definitive agreement is executed and delivered by the Parties, no Party is under any legal obligation of any kind with respect to any transaction, except for the matters specifically agreed to in this Agreement, and the execution and delivery of such definitive agreement is a condition precedent to the creation of any legally binding obligation with respect to any transaction.

(e) A waiver by any Party of any term or condition of this Agreement must be in writing signed by the waiving Party. A waiver in one instance of a term or condition shall not be deemed a waiver of such term or condition in any other instance.

(f) This Agreement sets forth the Parties' entire understanding about its subject matter and supersedes any other prior agreement or understanding between the Parties about its subject matter. This Agreement may be amended, or any term hereof modified, only by a written instrument duly executed by authorized representatives of all Parties hereto.

(g) The Parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors and permitted assigns. No Party shall assign or delegate its obligations under this Agreement either in whole or in part without the prior written consent of the other Parties; provided, however, that any Party may assign this Agreement, without the other Parties' consent, to (a) an Affiliate or (b) a Person that acquires all or substantially all of the business or assets of the assigning Party relating to the subject matter of this Agreement, whether by merger, reorganization, acquisition, sale or otherwise. An assignment of this Agreement to an Affiliate under subsection (a) above shall not relieve the assignor of liability of its obligations hereunder. Any attempted assignment not in accordance with this clause 4(g) shall be void.

(h) Each Party shall maintain as confidential this Agreement, the fact that discussions are taking place between the Parties and the content of such discussions, and no Party shall issue or make, or cause to be issued or made, any announcement or any other public disclosure concerning this Agreement or the substance of any discussions between the Parties (except as required under applicable laws and regulations) without the prior written consent of the other Parties.

(i) If a court or other tribunal of competent jurisdiction should hold any term or provision of this Agreement to be excessive, invalid, void or unenforceable, the offending term or provision shall be deleted or revised to the extent necessary to be enforceable, and, if possible, replaced by a term or provisions which, so far as practicable, achieves the legitimate aims of the Parties.

(j) Receiving Party acknowledges that disclosure of Confidential Information contrary to the terms of this Agreement may cause irreparable harm and significant injury to Disclosing Party for which damages at law may not be an adequate remedy and agrees that Disclosing Party shall have, in addition to any other rights or remedies available to it at law or in equity, the right to seek (a) injunctive relief to enjoin any breach or violation or (b) specific performance of the provisions of this Agreement prohibiting disclosure and use of the Confidential Information.

(k) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same agreement. The Parties agree that execution of this Agreement by industry standard electronic signature software and/or by exchanging executed signature pages in .pdf format via e-mail shall have the same legal force and effect as the exchange of original signatures, and that in any proceeding arising under or related to this Agreement, each Party hereby waives any right to raise any defense or waiver based upon execution of this Agreement by means of such electronic signatures or maintenance of the executed agreement electronically.

(l) All notices given hereunder shall be in writing and shall be sent to the Parties hereto at the addresses set forth above or to such other address as a Party may provide. Any notice required to be given hereunder shall be deemed to have been sufficiently given, (i) when delivered in person, (ii) on the [redacted] after mailing by overnight courier service, or, where overnight courier service is unavailable, by other expedited delivery provided by a recognized express courier, or (iii) when delivered via e-mail, with receipt electronically confirmed; provided the original is delivered via one of the preceding methods on or prior to the [redacted] after transmission of the e-mail. Each notice shall specify the name and date of and parties to this Agreement.

(m) This Agreement shall be governed by and construed in accordance with the laws of the state of New York, without regard to the conflict of laws principles thereof, and all Parties submit to the exclusive jurisdiction of the courts of the Borough of Manhattan, State of New York, and the Federal courts of the United States of America located in the Southern District of New York.

SIGNATURES IMMEDIATELY FOLLOWING ON NEXT PAGE

IN WITNESS WHEREOF, duly-authorized representatives of the Parties have signed this Agreement as of the Effective Date.

Signed on behalf of Pfizer Inc.

By: _____

Print Name: [redacted]

Title: _____

Signed on behalf of Israeli Ministry of Health

By: 

Print Name: Prof. Chezy LEVY, M.D. M.H.A

Title: Director General, Israeli Ministry of Health

Eli Kahn

Deputy C.E.O

296193720

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CONFIDENTIAL

AMENDMENT TO MANUFACTURING AND SUPPLY AGREEMENT

THIS AMENDMENT AGREEMENT ("Amendment") is dated as of [redacted] ("Amendment Effective Date") and is made by and between Pfizer Pharmaceuticals Israel Ltd. (hereinafter "Pfizer") and Israeli Ministry of Health, acting on its own behalf and on behalf of the State of Israel (hereinafter "Purchaser") and amends the Manufacturing and Supply Agreement ("Agreement") entered into by and between Pfizer and Purchaser on December 1, 2020. Capitalized terms used, but not defined herein, shall have the meaning ascribed to such term in the Agreement.

WHEREAS, the Parties desire to enter into this Amendment to provide for the purchase of additional doses of Product by Purchaser under the Agreement in order to enable the objectives of the project set forth in the Real-World Epidemiological Evidence Collaboration Agreement entered into by and between Pfizer and the Purchaser on the Amendment Effective Date ("Collaboration Agreement");

WHEREAS, in connection with this Amendment, the Parties desire to update the number of doses of Product per vial to reflect [redacted] doses of Product per vial; and

WHEREAS, in accordance with Section 12.16 of the Agreement, the Parties desire to enter into this Amendment to amend such terms in accordance with the terms set forth herein.

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. AMENDMENTS TO AGREEMENT

The Parties agree to amend the Agreement as follows:

1.1 Section 2.3 (*Purchase Orders*) of the Agreement is hereby amended with the addition of the following subsection (c) as follows:

> "(c) On the Amendment Effective Date or no later than [redacted] from the Amendment Effective Date, Purchaser shall submit to Pfizer a legally binding and irrevocable purchase order (an "Additional Order") for [redacted] additional doses of Product. The Additional Order shall be subject to the same terms and conditions of this Agreement, as applicable, and the doses in such Additional Order shall be deemed Contracted Doses for purposes of the Agreement.

1.2 Section 2.4(c) of the Agreement is hereby deleted and restated effective on the Amendment Effective Date in its entirety as follows:

> "(c) Each shipment of Product shall have a minimum volume of at least [redacted] vials. Each vial shall contain [redacted] doses of Product."

1.3 Attachment B to the Agreement shall be deleted in its entirety and replaced with Attachment B attached to this Amendment to reflect the Additional Order.

2. Except as otherwise amended under the terms of Section 1 herein, the Agreement together with the side letter executed by the Parties on 13 November 2020, shall remain in full force and effect.

3. COUNTERPARTS; FACSIMILE

This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party, it being understood that all Parties need not sign the same counterpart. This Amendment may be executed and delivered by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means.

[signature on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the Amendment Effective Date.

Pfizer Pharmaceuticals Israel Ltd.	Israeli Ministry of Health
By:_____	By:_____
Name:_____	Name: Hassan Ismail
Title:_____	Title: C.F.O

Prof. Chezy Levy M.D, M.H.A
Director General
Ministry of Health

2/2/21

Attachment B – Delivery Schedule and Price

Quarter	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Doses	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Price per dose (in US dollars)	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	

(3)

Privileged & Confidential

SUPPLEMENTARY AGREEMENT

BETWEEN

Israeli Ministry of Health, acting on its own behalf and on behalf of the State of Israel ("Israel");

and

Pfizer Pharmaceuticals Israel Ltd, registered in Israel under HF 512092115 and with its address at 9 Shenkar Aric, Herzliya, 4672509 Israel ("Pfizer").

WHEREAS:

Israel has purchased supplies of COVID-19 mRNA Vaccine BNT162b2 (the "Vaccine") pursuant to the terms and conditions of a Manufacturing and Supply Agreement between Israel and Pfizer for the development, production, and supply of a successful COVID-19 vaccine dated 1 December 2020, and as amended from time to time ("**Manufacturing and Supply Agreement**"). Capitalised terms that are used but not otherwise defined herein shall have the same meaning as the capitalised terms set forth in the Manufacturing and Supply Agreement;
Israel intends to use some of the doses of the Vaccine supplied to it for the vaccination of Israeli citizens who are employees of the Government of Israel, and their families, stationed outside of Israel ("**GOI employees and their families, stationed outside of Israel**"), and wishes to transport the doses to the relevant countries for that purpose; and

Israel and Pfizer wish to affirm their mutual understanding that this proposed use is a use which is covered by the terms of the Manufacturing and Supply Agreement, in particular the provisions relating to indemnity as defined in Section 8 of the Manufacturing and Supply Agreement, subject to the specific conditions set out herein.

The parties have agreed that:

Permitted use

1. Subject to the following clauses, Pfizer agrees and acknowledges that the proposed use of the Vaccine on GOI employees and their families, stationed outside of Israel is a use that is permitted within the scope of the Manufacturing and Supply Agreement. The parties agree that the reference to "use in Israel" in the preamble to the Manufacturing and Supply Agreement shall include use of the Vaccine on GOI employees and their families, stationed outside of Israel.

2. Compliance with any regulatory requirements consequent upon the export and import into the relevant countries is the sole responsibility of Israel.

Indemnification

3. Israel will be bound by the indemnification clause in Section 8 of the Manufacturing and Supply Agreement also in respect of this or any subsequent proposed use of the Vaccine on GOI employees and their families, stationed outside of Israel.

Storage/handling

4 In effecting the use and deployment of the Vaccine pursuant to this agreement, Israel will at all times use its own transport and keep the Vaccine doses under its exclusive control.

5. Israel will comply with all applicable storage, handling, distribution, transportation, administration, use and disposal requirements in line with the terms of the Manufacturing and Supply Agreement.

Applicable law and dispute resolution

6. The terms of this agreement shall be governed by the same applicable law and dispute resolution provisions as set out in the Manufacturing and Supply Agreement, together with the side letter executed by the parties on 13 November 2020.

Signed

For Israeli Ministry of Health

Hassan Ismail
C.F.O

General Director
M.O.H.

For Pfizer Pharmaceuticals Israel Ltd

DocuSigned by: [redacted]
2FEB0E1752AC485...
maart 10, 2021
Country Manager

DocuSigned by: [redacted]
0B4CAC53F717483...
March 11, 2021
Finance Director

CONFIDENTIAL

SECOND AMENDMENT TO MANUFACTURING AND SUPPLY AGREEMENT

THIS SECOND AMENDMENT AGREEMENT ("Second Amendment") is dated as of [redacted] 2021 ("Second Amendment Effective Date"), is made by and between Pfizer Pharmaceuticals Israel Ltd. (hereinafter "**Pfizer**") and Israeli Ministry of Health, acting on its own behalf and on behalf of the State of Israel (hereinafter "**Purchaser**") and amends the Manufacturing and Supply Agreement entered into by and between Pfizer and Purchaser on December 1, 2020 ("**Original Agreement**"), as amended by that certain Amendment to Manufacturing and Supply Agreement dated as [redacted] ("**First Amendment**") (the Original Agreement as amended by the First Amendment, "**Agreement**"). Capitalized terms used, but not defined herein, shall have the meaning ascribed to such term in the Agreement.

WHEREAS, the Parties desire to enter into this Second Amendment to amend the effective date of the First Amendment and clarify the effective date for the update to the number of doses of Product per vial to reflect [redacted] doses of Product per vial to [redacted]; and

WHEREAS, in accordance with Section 12.16 of the Agreement, the Parties desire to enter into this Amendment to amend such terms in accordance with the terms set forth herein.

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. AMENDMENTS TO AGREEMENT

The Parties agree that Section 2.4(c) of the Agreement is hereby deleted and restated effective as of [redacted] in its entirety as follows:

> "(c) Each shipment of Product shall have a minimum volume of at least [redacted] vials. Each vial shall contain [redacted] doses of Product."

For clarity, the Price for all Product supplied by Pfizer under the Agreement on and after January 3, 2021 shall reflect [redacted] doses of Product per vial.

2. Except as otherwise amended under the terms of Section 1 herein, the Agreement, together with the side letter executed by the Parties on 13 November 2020, shall remain in full force and effect.

3. COUNTERPARTS; FACSIMILE

This Second Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that all Parties need not sign the same counterpart. This Second Amendment may be executed and delivered by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means.

[signature on following page]

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be duly executed and delivered as of the Second Amendment Effective Date.

Pfizer Pharmaceuticals Israel Ltd.	Israeli Ministry of Health
By: [redacted]	By: _____
Name: [redacted]	Name: _____
Title: [redacted]	Title: _____

Hassan Ismael
C.F.O.
21/2/2024.

Prof. Chezy Levy M.D, M.H.A
Director General
Ministry of Health

(5)

CONFIDENTIAL

THIRD AMENDMENT TO MANUFACTURING AND SUPPLY AGREEMENT

THIS THIRD AMENDMENT AGREEMENT ("**Third Amendment**") is dated as of [redacted] ("**Third Amendment Effective Date**"), is made by and between Pfizer Pharmaceuticals Israel Ltd. (hereinafter "**Pfizer**") and Israeli Ministry of Health, acting on its own behalf and on behalf of the State of Israel (hereinafter "**Purchaser**"), and amends the Manufacturing and Supply Agreement entered into by and between Pfizer and Purchaser on December 1, 2020 ("**Original Agreement**"), as amended by that certain Amendment to Manufacturing and Supply Agreement dated as of [redacted] ("**First Amendment**"), and further amended by that certain Second Amendment to the Manufacturing and Supply Agreement dated as of [redacted] ("**Second Amendment**") (the Original Agreement as amended by the First Amendment and Second Amendment is referred to as the "**Agreement**"). Capitalized terms used, but not defined herein, shall have the meaning ascribed to such terms in the Agreement.

WHEREAS, the Parties desire to enter into this Amendment to provide for the purchase of additional doses of Product by Purchaser under the Agreement for the benefit of the Israeli population;

WHEREAS, the Parties acknowledge that the purchase of additional doses will also enable the objectives of the project set forth in the Real-World Epidemiological Evidence Collaboration Agreement on January 6, 2021 ("**Collaboration Agreement**");

WHEREAS, in furtherance of such aims, the Parties desire to enter into this Third Amendment to provide for the purchase of additional doses of the current Product by Purchaser, with a separate option to purchase additional doses, and, upon development of an adapted product for variants of the Product, the purchase of such adapted product; and

WHEREAS, in accordance with Section 12.16 of the Agreement, the Parties desire to enter into this Third Amendment to amend such terms in accordance with the terms set forth herein.

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. AMENDMENTS TO AGREEMENT

The Parties agree to amend the Agreement as follows:

1.1 Section 1.42 of the Agreement is hereby deleted in its entirety and replaced with the following definition of Product:

> ""**Product**" means the medicinal product being BNT162b2, a nucleoside-modified messenger RNA (mRNA) vaccine that encodes an optimised SARS-CoV-2 full length spike glycoprotein (S) for which Authorization has been granted, including any subsequent minor variations approved for use in Israel pursuant to the Special Procedure 29 (or other legal procedure). For the avoidance of doubt, changes to the active substance or antigenic characteristics of BNT162b2 encoding a variant or new strain of SARS-CoV-2 as well as any new formulation of BNT162b2, including any ready-to-use liquid formulation or lyophilized formulation of BNT162b2, are explicitly excluded from the scope of the "Product" as defined herein."

1.2 Section 2.3 of the Agreement is hereby amended with the addition of the following subsections (c), (d), (e) and (f) as follows:

"(c) On the Third Amendment Effective Date, the Purchaser has agreed to purchase and shall submit to Pfizer [redacted] legally binding and irrevocable purchase orders as follows:

(i) an additional order for [redacted] Pfizer has invoiced Purchaser the full Price for such [redacted] Purchaser shall pay such invoice for [redacted] within [redacted] of the Third Amendment Effective Date. All amounts due hereunder shall be converted to Israeli New Shekel (ILS) which shall be determined based on the exchange rate used by The Wall Street Journal, Eastern U.S. Edition, at the time of invoice. Except as otherwise set forth in this Section 2.3(c), the [redacted] shall be subject to the same terms and conditions of this Agreement, as applicable, and the doses in such [redacted] shall be deemed Contracted Doses for purposes of the Agreement; and

(ii) an additional order for [redacted] The [redacted] be subject to the same terms and conditions of this Agreement, as applicable, and the doses in such [redacted] shall be deemed Contracted Doses for purposes of this Agreement. [redacted]

(d) Option Grants.

(i) [redacted]

(ii) [redacted]

[redacted]

(c) **Exercise of Options.** [redacted]

[redacted]

1.3 Section 6.1 of the Agreement is hereby deleted in its entirety and amended and replaced with the following language:

"This Agreement shall commence on the Effective Date and shall continue until the later of [redacted]

1.4 Attachment B to the Agreement shall be deleted in its entirety and replaced with Attachment B attached to this Third Amendment to reflect the 2021 Additional Order and 2022 Additional Order.

2. The terms of this Third Amendment, including, without limitation, the terms relating to the Option, Pediatric Option, and Adapted Product, are Confidential Information and shall be subject to the terms set forth in Article 10 of the Agreement. Unless consent is granted by Pfizer, no announcement or disclosure will (a) include or infer the price per dose or the arrangements reached between Pfizer and Purchaser on the grant of an Option or Pediatric Option or the availability of any Adapted Product pursuant to this Agreement or delivery schedule for the Adapted Product, or (ii) contain information that would be material to Pfizer.

3. Except as otherwise amended under the terms set forth in this Third Amendment, the Agreement, together with the side letter executed by the Parties on 13 November 2020, shall remain in full force and effect.

4. This Third Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party, it being understood that all Parties need not sign the same counterpart. This Third Amendment may be executed and delivered by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means.

[signature on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be duly executed and delivered as of the Third Amendment Effective Date.

Pfizer Pharmaceuticals Israel Ltd.

Date: April 15, 2021

Name: [redacted]

Title: Country Manager, Pfizer Israel

DocuSigned by:
[redacted]
564AB28B20DB4AC...

April 15, 2021

[redacted]

Finance Director

DocuSigned by:
[redacted]
0B4CAC53F717483...

Israeli Ministry of Health

Date:

Name: Hassan Ismael

Title: CFO

Hassan Ismael, C.F.O

Prof. Chezy Levy

General Director

M.O.H.

Attachment B – Delivery Schedule and Price

Quarter	[redacted]	[redacted]	[redacted]
Doses	[redacted]	[redacted]	[redacted]
Price per dose (in US dollars)	[redacted]	[redacted]	-

6

BINDING TERM SHEET

Pfizer ("**Pfizer**" or "**Supplier**") and BioNTech are currently in clinical development of BNT162, an mRNA vaccine directed against SARS-COV2 to prevent COVID-19 infection in humans with four different vaccine candidates being tested (the "**Vaccine**").

The Vaccine is being evaluated as a potential two dose regimen [redacted]. Subject to clinical success, Pfizer and BioNTech anticipate potential approval from the US Food & Drug Administration ("**FDA**") and/or European Commission ("**EC**") initially under emergency use authorization or other form of regulatory approvals (individually referred to as "**Conditional Approval**") and to ship and supply the Vaccine under Special Procedure 29 (or under other legal procedure) as early as Q4 2020 ("**29 Approval to Supply**"). Pfizer will use commercially reasonable efforts (as defined in the Definitive Agreement) to file an application to obtain the 29 Approval to Supply in Israel within [redacted] of receipt of Conditional Approval.

The Israeli Ministry of Health ("**MOH**") wishes to explore arrangements to secure Vaccine supply for Israel during the pandemic period.

MOH acknowledges and agrees that Supplier's efforts to develop and manufacture the Vaccine are aspirational in nature and subject to significant risks and uncertainties. Notwithstanding the efforts and any estimated dates set forth in this Binding Term Sheet, the Parties recognize that the Vaccine is currently in Phase 2/3 clinical trials and that, despite the efforts of the Supplier in research, and development and manufacturing, the Vaccine may not be successful due to technical, clinical, regulatory, manufacturing or other challenges or failures.

Accordingly, Supplier shall have no liability for any failure by Supplier to develop or obtain regulatory approval or authorization of the Vaccine in accordance with the estimated dates described in this Binding Term Sheet. Even if the Vaccine is successfully developed and obtains regulatory approval or authorization, Supplier shall have no liability for any failure to deliver doses in accordance with any estimated delivery dates set forth herein (other than as set out in the Advance Payment section of this Binding Term Sheet), nor shall any such failure give MOH any right to cancel orders for any quantities of Vaccine (other than as set out in the Orders & Delivery section of this Binding Term Sheet).

MOH further acknowledges that the Vaccine and related 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 Vaccine to Israel under the Agreement. MOH also acknowledges that the long-term effects and efficacy of the Vaccine are not currently known and that there may be adverse effects of the Vaccine that are not currently known.

This Binding Term Sheet records the terms between Pfizer and MOH in respect of the supply of the Vaccine but the parties acknowledge that these terms are proposed as the basis for concluding a definitive agreement (the "**Definitive Agreement**"). The provisions of this Binding Term Sheet include all of the essential terms but do not describe all the terms and conditions that would be included in the Definitive Agreement. The legal effect of this document is set out below.

PARTIES	
Parties	(1) Pfizer Inc. (2) MOH, on behalf of the State of Israel

PANDEMIC SUPPLY	
Order & Delivery	Under and subject to terms to be agreed in the Definitive Agreement, MOH will place a binding order (the "**Order**") for [redacted] doses of the Vaccine. Subject to points (i) to (v) below, it is estimated that the Order will be shipped as follows (the "**Interim Delivery Schedule**") provided that 29 Approval to Supply is received by [redacted] • [redacted] doses estimated to be shipped in [redacted] ("Batch 1"); and • [redacted] doses estimated to be shipped in [redacted] ("Batch 2"); and • [redacted] doses estimated to be shipped in [redacted] ("Batch 3"); and • [redacted] Million doses estimated to be shipped in [redacted] ("Batch 4"); and • [redacted] doses estimated to be shipped in [redacted] ("Batch 5"). (i) No doses will be shipped prior to the Supplier receiving a Conditional Approval and 29 Approval to Supply. (ii) If 29 Approval to Supply is received after [redacted] but before [redacted] then the Interim Delivery Schedule will shift accordingly and be adjusted to reflect the delay between [redacted] and the date of 29 Approval to Supply ("**Adjusted Delivery Schedule**"). (iii) If 29 Approval to Supply is not received by [redacted], either Party may terminate the Definitive Agreement by written notice to the other. (iv) If 29 Approval to Supply is received prior to [redacted] and Supplier is able to manufacture and deliver a certain number of contracted doses, but there is insufficient supply to deliver the full amount of contracted doses on the Interim Delivery Schedule or the Adjusted Delivery Schedule, then the Supplier will abide by allocation guidelines based on fair and equitable principles under the then existing circumstances, taking into account, among other things, the contracted volumes and the estimated or adjusted delivery dates across all commitments of Supplier and BioNTech. (v) If 29 Approval to Supply is received by [redacted] but by [redacted] Supplier is unable to manufacture or deliver any contracted doses for technical or other reasons, either Party may terminate the Definitive Agreement by written notice to the other. (vi) If Pfizer is unable to supply all of the Order of the Vaccine by [redacted] then either Party may terminate the Definitive Agreement by written notice to the other. Under no circumstances will the Supplier be subject to or liable for any late delivery penalties.
Supply	Based on current knowledge and subject to Conditional Approval, the Vaccine is expected to be a two-dose regimen in a concentration liquid formulation [redacted]

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	[redacted]
Recall	MOH shall be responsible for all costs of any recall or market withdrawal of the Vaccine in Israel, including reasonable costs incurred by or on behalf of Supplier and their Affiliates, [redacted]
PRICING	
Vaccine Pricing	Pricing will be: • [redacted] • [redacted] In total, the [redacted] ordered will have an aggregate consideration of [redacted]. All quoted prices exclude tax. Any VAT or other local taxes as may be applicable will be added to net price and solely borne by the MOH.
Advance payment	MOH agrees to pay an upfront payment of [redacted] to Supplier within [redacted] of signature of the Definitive Agreement (the "**Advance Payment**"). The Advance Payment shall be treated as a prepayment towards the Delivery Price as defined below. The Parties agree that [redacted] of the Advance Payment will be refunded if the Supplier does not obtain 29 Approval to Supply to market the Vaccine in Israel by [redacted], provided that where 29 Approval to Supply is not obtained by such date as the result of an event attributable to MOH, MOH shall not receive such refund. Also, if 29 Approval to Supply is received on or before [redacted] but there is insufficient supply to deliver the full amount of contracted doses by 31 [redacted] then [redacted] of the [redacted] per dose Advance Payment will be returned ratably for the amount of doses not shipped during such schedule except for cases where such event is attributable to MOH.
Further payment terms	After the Advance Payment is made, the remainder of the contracted price per dose (the "**Delivery Price**") is to be paid promptly to Supplier upon delivery of contracted doses. The Delivery Price is equal to the price per dose set out above minus the Advance Payment per dose, multiplied by the number of doses supplied in the relevant timeframe. If Supplier is unable to manufacture and deliver any contracted doses, the Delivery Price would not be payable or due

	to Supplier for the undelivered doses (and for clarity, the Supplier would retain possession of and have no obligation to deliver the doses).
OTHER PROVISIONS	
Liability protection	The Definitive Agreement will include the Indemnification Provision in Appendix A hereto.
Intellectual Property	Supplier and BioNTech will be the sole owners of all intellectual property they generate during the development, manufacture and supply of the Vaccine or otherwise related to the Vaccine.
Donation	To the extent the doses supplied constitute an excess of supply over the requirements of MOH, the MOH may determine that some or all of the Vaccine doses are to be donated to another country or organisation (including an NGO). The right to donate excess doses under the preceding sentence shall be subject to Supplier's prior written consent and contingent on receipt of (i) written indemnification of Supplier and BioNTech (whether by the MOH or the country or public institution receiving the doses) on terms satisfactory to Supplier in their sole discretion, and (ii) written confirmation that MOH and the receiving third countries or public institutions shall comply with applicable storage, transport and product acceptance requirements to the satisfaction of Supplier in their sole discretion. For clarity, in such instance, there shall be no refund of the Advance Payment.
Other Terms	The Definitive Agreement shall contain other terms typically found in supply and funding agreements to be agreed by the Parties, including, without limitation: warranties, representations, further assurance and "boiler-plate" provisions, including force majeure. The Supplier will warrant that the Vaccine will only be released in compliance with the specification of the 29 Approval to Supply and in accordance with Good Manufacturing Practices in effect at the time of manufacture. Supplier (or one of its affiliates) shall be the importer of the Vaccine in front of the relevant customs authorities in Israel.
Information	The Supplier shall keep MOH apprised of the progress of the development of the Vaccine and shall provide MOH with such information regarding that development as MOH reasonably requests.
Legal Costs	Each Party will bear its own legal costs in preparing and concluding the Definitive Agreement.

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EFFECT OF BINDING TERM SHEET	
Legal Effect of Binding Term Sheet	The Parties identified at the end of this document expressly agree that all of the terms of this Binding Term Sheet are intended to be and are legally binding on the Parties. If one or more terms or provisions contained in this Binding Term Sheet are, for any reason, held to be invalid, void or unenforceable in any respect, the offending term or provision shall be deleted or revised to the extent necessary to be enforceable, and, if possible, replaced by a term or provision which, so far as practicable, achieves the legitimate aims of the parties. The offending term or provision shall not affect or limit the validity or enforceability of any other term or provision in this Binding Term Sheet
Confidentiality	"**Confidential Information**" means all confidential or proprietary information, other than Exempt Information, in any form, directly or indirectly disclosed to a receiving Party ("**Recipient**") or its representatives by or on behalf of the disclosing Party ("**Disclosing Party**") pursuant to this Binding Term Sheet, 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 [redacted] of disclosure. Confidential Information includes, without limitation, the terms and conditions of this Binding Term Sheet. 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. "**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 Binding Term Sheet; 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.

	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 Binding Term Sheet. Recipient shall be responsible for all actions of its representatives, including any breach of the terms hereof, regardless of whether or not such Representatives remain employed or in contractual privity with the Recipient. 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 (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 Binding Term Sheet. 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 Binding Term Sheet 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) MoH may not disclose any of the financial or indemnification provisions contained in this Binding Term Sheet, including the price per dose of Vaccine or refundability of the Advance Payment or any information that could reasonably ascertain the price per dose of Vaccine, without the prior written consent of Pfizer, provided, however, that MOH 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 Binding Term Sheet provided that MOH 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 and BioNTech without prior written consent of MoH, and (ii) upon foreign government request, financial information relating to this Binding Term

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	Sheet, 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. The Definitive Agreement shall include additional provisions relating to return of Confidential Information. All obligations of confidentiality set forth herein shall survive for a period of [redacted] after expiration or termination of this Binding Term Sheet, other than Confidential Information that constitutes a trade secret, which shall continue to be bound by the terms of confidentiality set forth herein for so long as such information continues to constitute a trade secret. The obligations of confidentiality shall survive termination of this Binding Term Sheet.
Negotiation	The Parties shall use commercially reasonable efforts, acting in good faith, to execute a Definitive Agreement within [redacted] of execution of this Binding Term Sheet, which shall be subject to mutual extensions by the Parties. Upon its execution by both Parties, the Definitive Agreement will supersede and replace this Binding Term Sheet with immediate effect. If the Definitive Agreement is not entered into on or before [redacted] from the date of execution of this Binding Term Sheet or such later date as the Parties may agree, the Parties may mutually agree to terminate this Binding Term Sheet. Where the Binding Term Sheet is terminated, neither Party has any right to claims for losses arising directly or indirectly from the termination.
Governing Law and Dispute Resolution	[redacted]
Counterparts	This Binding Term Sheet may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Binding Term Sheet may be executed by facsimile, PDF format via email or other electronically transmitted signatures and such signatures shall be deemed to bind each party hereto as if they were original signatures.

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SIGNED for and on behalf of
Pfizer Inc

Name: [redacted]

Position: [redacted]

Signature: DocuSigned by: [redacted]
7D123E5DDE57AF6...

Date: November 13, 2020

SIGNED for and on behalf of
The Israeli Ministry of Health

Name:

Position:

Signature:

Date:

Appendix A

Liability & Indemnity Provision for the Definitive Agreement

[redacted]