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EXECUTION COPY

Advance Market Commitment Agreement for supply of potential COVID-19 Vaccine in Thailand

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This Advance Market Commitment Agreement for the supply of a potential COVID-19 Vaccine in Thailand ("**Agreement**") is made at the National Vaccine Institute, Building 4, 5th floor, Bamrasnaradura Infectious Diseases Institute, No. 38 Soi Tiwanon 14, Tambon Talad Kwan, Amphoe Muang, Nonthaburi Province, on .....November 2020 between the National Vaccine Institute, by Mr. Nakorn Premsri, the Director of the National Vaccine Institute, pursuant to the Order of the Executive Committee of the National Vaccine Institute No. 2/2562 dated 23 January 2019 regarding appointment as the Director of the National Vaccine Institute, holding citizen identification card number 3-2507-00024-22-3, hereinafter referred to as "**NVI**";

AstraZeneca (Thailand) Ltd., registered as a juristic person at the Bangkok Partnerships and Companies Registration Office (Department of Business Development), with its principal office located at No. 173/20 Asia Center Building, South Sathorn Road, Khwaeng Thungmahamek, Khet Sathorn, Bangkok, by Mr. James Teague, position Country President, an authorized representative of the juristic person per the certification document issued by the Partnerships and Companies Registration Office, Department of Business Development No. SorJorGor.007131, dated 1 July 2020, and the power of attorney, dated 17 November 2020, hereinafter referred to as "**AZ**"; and

AstraZeneca UK Limited, a juristic person incorporated under the laws of England and Wales with the registration No. 3674842, whose registered office is at 1 Francis Crick Avenue, Cambridge Biomedical Campus, Cambridge, England CB2 0AA, hereinafter referred to as "**AZUK**".

WHEREAS, the World Health Organization (WHO) declared the Coronavirus disease 2019 a Public Health Emergency of International Concern (PHEIC), and subsequently a global pandemic. Countries around the world have issued various measures to stop virus transmission, reduce losses of lives, and ease the socioeconomic impacts.

WHEREAS, the Thai Government declared an Emergency about the Coronavirus disease outbreak situation in all areas of the Kingdom as from 26 March B.E. 2563 (2020) and issued the Regulation in accordance with the Emergency Decree on Public Administration in Emergency Situations.

WHEREAS, according to the National Vaccine Security Act B.E. 2561 (2018) (the "**Act**") and the Notification of the Ministry of Public Health re: Sourcing of Coronavirus Disease 2019 or COVID-19 Vaccines in Emergency Situations or as a Necessity, B.E. 2563 (2020) (the "**Notification**"), section 18 (4) of the Act, in the case of emergency or necessary cause for public interest, be responsible for prevention, control, treatment or abatement of disease severity, or act for security of the country, NVI shall establish a memorandum of understanding or agreement with private or state agencies concerning COVID-19 Vaccine development which may contain Advance Market Commitment (AMC) for COVID-19 Vaccine.

WHEREAS, to combat the current COVID-19 global pandemic, on 17 May 2020 AZUK entered into an agreement and partnered with Oxford University to rapidly clinically evaluate and scale-up global manufacturing of the Vaccine.

WHEREAS, AZ, in collaboration with relevant institutions and authorities involved with prevention of COVID-19, has a role in leading the global development, manufacturing and distribution of the potential COVID-19 vaccine AZD1222 (the "**Vaccine**"), at no profit and no loss for the duration of the COVID-19 pandemic.

WHEREAS, under the Notification, DDC shall be responsible for procuring the Vaccine. As such, NVI wishes to designate Department of Disease Control ("**DDC**") to procure the Vaccine from AZ in accordance with the terms of the Purchase Agreement (defined below).

Both parties hereby agree as follows:

1. Scope of the Agreement

Upon the successful development of the Vaccine and upon receipt of the requisite approvals from the Thai Food and Drug Administration ("**FDA**") by AZ for the Vaccine, AZ agrees, subject to terms of Agreement and the Purchase Agreement (defined below), to supply 26 million doses of the Vaccine to DDC, for a fixed amount equal to one hundred and thirty million Dollars ($130,000,000.00) (excluding Indirect Tax (as defined in the Purchase Agreement) (the "**Purchase Price**")). Prior to the Purchase Agreement becoming effective, AZ shall use its Best Reasonable Efforts (as defined in the Purchase Agreement) to implement the development of the Vaccine in accordance with the proposal attached to Appendix A of this Agreement (the "**Proposal**"). The parties agree that in no circumstances shall AZ be requested or required to manufacture or supply the Vaccine at a loss or to supply the Vaccine without regard to the commercial interests of AZ.

2. Documents that form an integral part of the Agreement

The following attachments to this Agreement shall be deemed an integral part of the Agreement:

Appendix A	Proposal	3 pages
Appendix B	Purchase Agreement (including Annex 1)	25 pages

In the event of a conflict in the terms and conditions of the attachments and/or this Agreement, conflicts among the documents shall be resolved in the following order of precedence: (1) Purchase Agreement (defined below), (2) this Agreement, and (3) the Proposal.

3. Project Management

3.1 Project Manager. Promptly after the date of this Agreement, each party shall appoint, and provide details to the other party of, a project manager ("**Project Manager**") who shall be responsible for and represent the applicable party as liaison between the parties concerning performance and progress under this Agreement. The Project Managers shall work together to manage and facilitate communications between NVI and AZ under this Agreement, and shall meet monthly to perform their responsibilities in accordance with the terms of this Agreement. The Project Managers shall not have final decision-making authority with respect to any matter under this Agreement. Each of NVI and AZ may replace its Project Manager at any time by seven (7) days' prior notice in writing to the other party. NVI and AZ shall each bear the costs of its Project Manager.

4. Purchase Agreement and Upfront Payments

4.1 The parties acknowledge that, on the date of this Agreement, AZ, AZUK and DDC have entered into the purchase agreement attached to Appendix B of this Agreement (the "**Purchase Agreement**") for the procurement of the Vaccine. The parties further acknowledge that, the Purchase Agreement shall become effective upon the successful development of the Vaccine and upon receipt of the requisite approvals from the FDA by AZ for the Vaccine.

4.2 Within 30 (thirty) days following the date of this Agreement, NVI shall make an upfront payment to AZ in the amount of $65,000,000 (sixty-five million US Dollars), which is equivalent to 50% (fifty percent) of the Purchase Price (the "**Upfront Payment 1**"), as an advance commitment for the procurement of the Vaccine for Thailand. Prior to the Purchase Agreement becoming effective, AZ shall use the Upfront Payment 1 in accordance with the principles set forth in the Proposal.

4.3 Within 10 (ten) days following the publication of the interim results of the phase III clinical trial of the Vaccine that supports a regulatory submission to the FDA to obtain the requisite approvals for the Vaccine, NVI shall make an upfront payment to AZ in the amount of $13,000,000 (thirteen million US Dollars), which is equivalent to 10% (ten percent) of the Purchase Price (the "**Upfront Payment 2**"), as an advance commitment for the procurement of the Vaccine for Thailand. Prior to the Purchase Agreement becoming effective, AZ shall use the Upfront Payment 2 in accordance with the principles set forth in the Proposal (hereinafter Upfront Payment 1 and Upfront Payment 2 shall be collectively referred to as the "**Upfront Payments**").

4.4 In the case that AZ abandons the development of the Vaccine and other efforts under the Proposal, AZ shall return the Upfront Payments in the manner detailed in clause 6.4 below.

4.5 For the avoidance of doubt, the parties agree that the Upfront Payments are only an advance commitment for the procurement of the Vaccine for Thailand, and shall not be considered as a grant provided by NVI to AZ in any case.

4.6 Upon the Purchase Agreement becoming effective, the parties agree that the Upfront Payments shall be deemed to be assigned by NVI to DDC, and the Upfront Payments received by AZ under this Agreement shall be deemed as partial payment of the Purchase Price under the Purchase Agreement.

4.7 Unless otherwise agreed by the parties, all payments to AZ under this Agreement shall be made by deposit of US Dollars by wire transfer of immediately available funds in the requisite amount to such bank account as AZ may from time to time designate by written notice to NVI.

5. Change to the Project

5.1 Any change in relation to the Agreement, shall be proposed by AZ to NVI for consideration and approval in writing before such change can be effected.

5.2 In the case that AZ must take any action in addition to that specified in the Proposal due to an event beyond the control of AZ and that could not have been foreseen by AZ, or in the case that the parties agree to amend or revise the Proposal and/or the Agreement as a result of AZ's request, AZ will receive additional compensation, including reimbursable expenses (if any), as shall be negotiated and agreed by the parties in good faith.

6. Termination of the Agreement

6.1 In the event that AZ abandons the development of the Vaccine and other efforts under the Proposal (whether as a result of its determination that the Vaccine cannot be safely or efficaciously developed, manufactured, distributed, or administered or the determination that regulatory approvals from the Regulatory Authority (as defined in the Purchase Agreement) for the Vaccine cannot or will not be obtained in a timely manner), AZ shall notify NVI of such abandonment and the reasons justifying it and either party will have the right to terminate this Agreement upon 10 (ten) days prior written notice to the other party.

6.2 Either party may terminate this Agreement if the other party is in material breach of its obligations (considered as a whole) of this Agreement following notice and opportunity to cure as set forth in this clause 6.2. Prior to any termination under this clause 6.2, if either party is in material breach of its obligations of this Agreement, the non-defaulting party shall notify the defaulting party in writing of its intention to terminate the Agreement and the grounds for termination. The defaulting party shall have a reasonable period of not less than thirty (30) days following the receipt of the written notification to rectify the non-compliance or dispute the existence of such underlying breach by submitting observations, including the measures it has taken or will take to continue fulfilling its contractual obligations. If the non-defaulting party confirms the measures the defaulting party has taken or will take to rectify the non-compliance, the notice of termination submitted by the non-

defaulting party shall become null and void. In the event of a dispute of the existence or cure status of any material breach, such dispute shall be subject to clause 14.2 of this Agreement prior to any termination of this Agreement.

6.3 Upon termination of the Agreement pursuant to clause 6.1 or 6.2, AZ shall prepare a report of the work done, together with all information or data of the work done, and submit the same to NVI within 45 (forty five) days from the date of receipt of the notice.

6.4 Upon termination of the Agreement pursuant to clause 6.1 or 6.2 or 7.4, AZ shall return any portion of the Upfront Payments that is unspent, after deducting all expenses incurred by AZ, including any non-cancellable and non-recoverable expenses, including, amongst others, reservation payments to CMOs (as defined in the Purchase Agreement), relating to its obligations under this Agreement, within 60 (sixty) days from the date of termination. NVI shall also reimburse AZ for all incurred unpaid expenses and non-cancellable and non-recoverable expenses relating to activities under the Agreement that the Upfront Payments do not cover, unless the expenses resulted from the Willful Misconduct or Gross Negligence (as defined in the Purchase Agreement) of AZ. AZ shall provide reasonable evidence and/or documentation in a transparent manner to NVI in respect of any unpaid expenses and non-cancellable and non-recoverable expenses that the Upfront Payments do not cover. NVI shall not be entitled to any interest on the unspent Upfront Payments. The periodic reports provided under clause 9.2 shall be taken into account in determining the amount of the Upfront Payments that is unspent.

6.5 Upon termination of the Agreement, AZ shall discuss with NVI in good faith to determine the activities set out in the Proposal that can reasonably still be undertaken in view of the goals expressed in the Proposal, including the contribution to the technical capability and expertise of the Thai biopharmaceutical industry.

7. Force majeure

7.1 Force majeure shall mean any of the force majeure events provided in Section 18.6 of the Purchase Agreement.

7.2 If either party cannot perform the Agreement due to a force majeure, such party shall notify the other party within 15 (fifteen) days from the date of the occurrence of the event, and the other person who receives such notice shall consider whether the event constitutes a force majeure and notify the notifying party within a reasonable time.

7.3 During the occurrence of a force majeure, preventing AZ from completing its obligations under the Proposal, as specified in this Agreement, AZ is entitled to suspend the performance of its obligations under the Proposal, and to an extension of the term equivalent to the period lost due to the force majeure. AZ shall notify NVI in writing within 30 (thirty) days from the date on which the force majeure ends.

7.4 In the case that either party cannot perform the work or consent to the performance of this Agreement in whole or in part, due to a force majeure event occurring longer than 60 (sixty) days from the date of the notification of the force majeure in accordance with clause 7.2, if either party deems that the performance of this Agreement is rendered impossible, such party is entitled to terminate the Agreement by written notice to the other party.

8. Rights of the parties upon suspension of work

8.1 Upon suspension of the Agreement pursuant to clause 7, NVI will pay expenses to AZ as necessary in accordance with the amount to be agreed between the parties.

9. Obligations of AZ

9.1 Prior to the Purchase Agreement becoming effective, if AZ spends any portion of the Upfront Payments for other reasons not in accordance with the principles set forth in the Proposal, AZ shall be responsible for returning such amount to NVI within 45 (forty five) days from the date on which AZ receives a written notice from NVI, together with an interest of 7.5 (seven point five) percent per annum accrued from the date on which the Upfront Payments is received and until the relevant portion of the Upfront Payments is fully repaid.

9.2 Subject to clause 11 hereof, AZ shall from time to time provide progress reports to NVI of the actions taken for the areas of work under clause 3.6 of the Proposal.

10. Intellectual property

The parties agree that, AZUK shall be the sole owner of all intellectual property rights created in connection with the Vaccine (collectively, the "**IP Rights**"), and AZUK shall be entitled to exclusively exploit any such IP Rights.

11. Disclosure of information or performance outcome

The parties shall keep confidential all data that it receives under this Agreement, without disclosing the data, in whole or in part, to the public or third parties, except if consent in writing is obtained from the disclosing party in advance. Either party may utilize the data for any other purpose, provided that a prior written consent is obtained from the other party.

12. Obligations of NVI

12.1 NVI shall share information in relation to the development of the Vaccine in the possession of NVI with AZ at the request of AZ, provided that NVI is not required to share with AZ any information which is subject to confidentiality obligations under a non-disclosure agreement between NVI and any third party.

12.2 If AZ requests for assistance, NVI will provide assistance or facilitation as appropriate, to ensure the smooth and effective performance of AZ's development of the Vaccine in accordance with the Proposal under this Agreement.

12.3 NVI shall support AZ in respect of the following matters:

(a) complying with all legal requirements of approval processes of the clinical trials and the market authorization of the Vaccine.

(b) providing accelerated quality and current Good Manufacturing Practices (as defined under the Purchase Agreement) facility approvals if the requirements of safety, quality and efficacy of the Vaccine allow it to do so and are fully met.

(c) achieving the Vaccine fast access to the population in Thailand and other countries in the south east region through access mechanisms in Thailand, including accelerated regulatory approval processes.

13. Representations

13.1 Each party represents that it has the power and authority to execute and deliver this Agreement and the attachments, it has the power and authority to perform each of its obligations hereunder, and it has complied with the Applicable Laws (as defined in the Purchase Agreement), including the Notification, and constitutional documents to enable it to undertake the foregoing actions. Each party further represents that this Agreement has been duly executed and is a legal, valid and binding obligation on it, enforceable against it in accordance with its terms.

14. Governing Law and Dispute Resolution

14.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Thailand.

14.2 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination and including any dispute relating to a non-contractual obligation, between NVI on the one hand and AZ on the other hand, shall be referred to and finally resolved by arbitration conducted in accordance with the Arbitration Rules of the Thai Arbitration Institute, as then in force (the "**Rules**"), which Rules are deemed to be incorporated by reference in this clause 14.2. The seat of arbitration shall be Thailand. The language to be used in any arbitration proceedings shall be English.

15. Notice

Notices or consent or approval given under this Agreement shall be made in writing and shall be deemed duly sent if delivered by any of the following method:

1) delivered to the authorized representative of each party;

2) by registered mail;

3) by facsimile or electronic mail, followed by a hardcopy sent to the name or address of each party, as follows:

NVI: National Vaccine Institute, No. 38 Building 4, 5th floor, Bamrasnaradura Infectious Diseases Institute, Soi Tiwanon 14, Tambon Talad Kwan, Amphoe Muang, Nonthaburi Province 11000, Email nakorn.p@nvi.go.th.

AZ: AstraZeneca (Thailand) Ltd., No. 173/20 Asia Center Building, South Sathorn Road, Khwaeng Thungmahamek, Khet Sathorn, Bangkok Tel. +6627397400, Facsimile +6627397497, Email predaporn.lertlunjakorn@astrazeneca.com.

AZUK: AstraZeneca UK Limited, 1 Francis Crick Avenue, Cambridge Biomedical Campus, Cambridge, England CB2 0AA, Email legalnotices@astrazeneca.com.

16. Performance Guarantee

AZUK shall use its Best Reasonable Efforts to ensure that AZ performs its obligations under the Agreement, in accordance with the terms and conditions specified hereunder.

This Agreement is made in duplicate with identical and correct wording. Having thoroughly read and understood the content of the Agreement, the parties hereby affix their names before the witnesses. Each party retains one copy.

Signed.....NVI

Dr. Nakorn Premsri

Director of the National Vaccine Institute

Signed.....AZ

Mr. James Teague

Country President, Thailand

Signed.....AZUK

Mr. Adrian Kemp

Company Secretary

Signed.....DDC (Witness)

Dr. Opas Karnkawinpong

Director General of the Department of Disease Control

Signed.....Witness

(.....)

Signed.....Witness

(.....)

APPENDIX A

Proposal of Project

Name of the Project

AZD1222 development and manufacturing in support of an advance purchase for Thailand

Head of the Project

Mr. James Teague
Position: Country President, AstraZeneca (Thailand) Ltd.
Contact address: AstraZeneca (Thailand) Ltd., No. 173/20 Asia Center Building, South Sathorn Road, Khwaeng Thungmahamek, Khet Sathorn, Bangkok
Telephone: +66 2 739 7400 Ext. 555
Facsimile: +66 2 739 7497
Email: james.teague@astrazeneca.com

Section A Description of the Project

1. Choose the applicable type of work in relation to the vaccine
   (X) 1.1 research and development of vaccines
   (X) 1.2 development of vaccine production process
   (X) 1.3 control of vaccine quality
   ( ) 1.4 effective use of vaccines
   ( ) 1.5 development of personnel in vaccines
   ( ) 1.6 others, please specify.....

.....

Section B Project summary

Key elements of the Project are summarized below:

1. Name of the Project

AZD1222 development and manufacturing in support of an advance purchase for Thailand

2. Name of the main agency responsible for the project, its address, and name(s) and nature of coordination with other agency (if any)

AstraZeneca (Thailand) Ltd., No. 173/20 Asia Center Building, South Sathorn Road, Khwaeng Thungmahamek, Khet Sathorn, Bangkok

In collaboration with: National Vaccine Institute of Thailand and Siam Bioscience

3.1 Background and Significance of the Project

In response to the COVID-19 pandemic, AstraZeneca is setting up global supply chains for its potential COVID-19 vaccine to enable broad, equitable and timely supply. AstraZeneca does so with a no-profit/no-loss commitment and is reliant on Advance Market Commitments from governments to share the risk of manufacturing investments prior to the conclusion of Phase 3 clinical trials.

3.2 Objectives

The objective is to support the COVID-19 vaccination strategy of the Ministry of Public Health and its relevant agencies and departments, by undertaking the preparations for the supply of 26 million doses as agreed upon through the 'Advance Market Commitment Agreement'.

Specific objectives:

1. Preparation of manufacturing capability and capacity at Siam Bioscience for a volume of 26 million doses, including the conclusion of a Master Service Agreement, training and the provision of technical resources, and ordering raw materials

2. Application for regulatory approval from the Thai Food and Drug Administration, enabled by research and development activities for AZD1222 as well as undertaking the required regulatory activities.

3. Undertaking other required preparations to support the timely deployment of AZD1222, in line with Thai laws and regulations, including but not limited to the preparations for pharmacovigilance as well as medical activities.

3.3 Expected benefits

The Project is expected to support access to AZD1222 at an earlier date than would reasonably be possible without the Project.

3.4 Goals and target groups who will receive benefits from the Project

- If successful, the Project will benefit the Government and the people of Thailand by supporting the timely vaccination of a significant percentage of the population against COVID-19.

- The Project also benefits Siam Bioscience by contributing to its technical capability and expertise as well as by contributing to its international reputation as a world-class vaccine manufacturer. This benefit implicitly extends to the wider Thai biopharmaceutical industry.

3.5 Duration of work

The scope of the Project covers the period of time from the Advance Market Commitment Agreement's effective date until the Purchase Agreement becomes effective, i.e. when regulatory approval by the Thai Food and Drug Administration is achieved.

3.6 Work plan throughout the Project

Areas of work	Begin date	End date
Research and development	Nov 2020	tbd
Development of vaccine production process	Nov 2020	tbd
Control of vaccine quality	Nov 2020	tbd
Pharmacovigilance system and organization	Nov 2020	tbd
Medical & Regulatory activities	Nov 2020	tbd
Others	Nov 2020	tbd

3.7 Project budget

USD 78 million (USD seventy eight million), required in two phases:

1. USD 65 million (USD sixty five million), which shall be paid within 30 (thirty) days following the date of the Advance Market Commitment Agreement; and

2. USD 13 million (USD thirteen million), which shall be paid within 10 (ten) days following the publication of the interim results of the phase III clinical trial of the Vaccine that supports a regulatory submission to the Regulatory Authority to obtain the requisite
approvals for the Vaccine.

Confidentiality agreements between AstraZeneca and its implementing partners and sub-contractors, including Siam Bioscience, prevent the provision of a budgetary breakdown in accordance with the areas of work.

APPENDIX B

PURCHASE AGREEMENT FOR THE SUPPLY OF AZD1222 IN THAILAND

This Purchase Agreement (this "**Agreement**") for the supply of the ChAdOx1 nCov-19 vaccine known as AZD1222 ("**Vaccine**") in Thailand (the "**Territory**") is entered into as of _____ November 2020, by the following parties:

- Department of Disease Control having a business address of 88/21 Tiwanon Road, Taladkwan, Mueng, Nonthaburi, Thailand, 11000 (the "**Purchaser**");

- AstraZeneca (Thailand) Ltd. ("**AstraZeneca**");

- and AstraZeneca UK Limited ("**AstraZeneca UK**").

The Purchaser, AstraZeneca UK and AstraZeneca may each be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS, to combat the current COVID-19 global pandemic, on 17 May 2020 AstraZeneca UK entered into an agreement and partnered with Oxford University to rapidly clinically evaluate and scale-up global manufacturing of the Vaccine.

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

WHEREAS, as part of that scale-up, AstraZeneca has committed to use its Best Reasonable Efforts (as defined below) to build capacity to manufacture 26 million Doses of the Vaccine, at no profit and no loss to AstraZeneca during the global pandemic, for distribution within the Territory (the "**Doses**").

WHEREAS, on the date of this Agreement, AstraZeneca and AstraZeneca UK have entered into an Advance Market Commitment Agreement for the supply of a potential COVID-19 Vaccine in Thailand ("**AMC**") with the National Vaccine Institute ("**NVI**"), regarding the procurement of the Vaccine, pursuant to which the Purchaser has entered into this Agreement, with the aim of facilitating the supply of the first batch of the Doses within the first half of 2021.

WHEREAS, AstraZeneca will supply the Doses to the Purchaser according to the terms of this Agreement.

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

1. Definitions.

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

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

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

1.3. "**Applicable Law**" means any law or statute, any rule or regulation issued by a Governmental Authority or Regulatory Authority and any judicial, governmental, or administrative order, judgment, decree, or ruling, in each case as applicable to the subject matter and the parties at issue.

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

1.5. "**AstraZeneca UK**" has the meaning given in the preamble.

1.6. "**Authorisation**" means the applicable approvals from a Regulatory Authority as necessary for the supply of the Vaccine.

1.7. "**Best Reasonable Efforts**" means

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

(b) in the case of the Purchaser, the activities and degree of effort that governments would undertake or use to obtain, purchase and deliver, including enable the contractor to develop and manufacture in a timely manner, a vaccine product and to create access to the target population with an aim to end a pandemic which is resulting in serious public health issues, restrictions on personal freedoms and economic impact, across the world.

1.8. "**CMOs**" means contract manufacturing organizations engaged by AstraZeneca or an Affiliate of AstraZeneca.

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

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

1.11. "**Defect**" or "**Defective**" means, in respect of a product, that it is not compliant with the Specification or Authorisation for the product, or Applicable Laws.

1.12. "**Disclosing Party**" has the meaning given in Section 16.1(b).

1.13. "**Distribution Hub**" has the meaning given in Section 6.1.

1.14. "**Dollars**" or "**$**" means United States Dollars.

1.15. "**Dose**" means approximately 5.0 x 10^{10} virus particles/dose in no more than 0.5m1 with the understanding that the final commercial dose and dose volume will be informed by the data emerging from the clinical development program and the optimization of the manufacturing process.

1.16. "**Effective Date**" has the meaning given in the Section 12.1.

1.17. "**Executive Officer**" means, with respect to AstraZeneca, its Country President, and with respect to Purchaser, its Director General.

1.18. "**Export/Import Laws**" means (a) any laws of the United States of America, the United Kingdom, the European Union or of any of its Member States that relate to the control of (re)export, transfer or import of products, software or technology and technical data; or (b) any other (re)export, transfer or import controls, sanctions or restrictions imposed or adopted by any government, state or regulatory authority in a country in which obligations under this Agreement are to be performed.

1.19. **"Firm Order"** means a binding order for a fixed number of Doses, which order shall be non-cancelable and may be modified only with the written consent of AstraZeneca which consent may be withheld in AstraZeneca's sole discretion.

1.20. "**Good Manufacturing Practices**" means the then-current mandatory standards, rules, principles and guidelines of good manufacturing practice and general biologics products standards in each case contained in Applicable Laws and Guidance which apply to the Vaccine from time to time.

1.21. "**Governmental Authority**" means any court, agency, department, authority or other instrumentality of any nation, supranational body, state, county, city or other political subdivision.

1.22. "**Gross Negligence**" means a conscious and voluntary or reckless disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both.

1.23. "**IFRS**" means International Financial Reporting Standards, consistently applied.

1.24. "**Indemnified Persons**" has the meaning given in Section 13.1.

1.25. "**Indirect Taxes**" means value added, sales, consumption, goods and services taxes or other similar Taxes required by Applicable Laws to be disclosed as a separate item on the relevant invoice.

1.26. "**Know-How**" means (a) inventions, technical information, know-how, show-how, data (including physical data, chemical data, toxicology data, animal data, raw data, clinical data, and analytical and quality control data), formulae, assays, sequences, discoveries, procedures, processes, practices, protocols, methods, techniques, results of experimentation, knowledge, trade secrets, designs, skill, experience; and/or (b) any information embodied in compounds, compositions, materials (including chemical or biological materials), formulations, dosage regimens, apparatus, devices, specifications, samples, works, regulatory documentation and

submissions pertaining to, or made in association with, filings with any Regulatory Authority.

1.27. "**Laboratory**" has the meaning given in Section 7.1.

1.28. "**Losses**" has the meaning given in Section 14.1.

1.29. "**Milestone Payment**" has the meaning given in Section 5.3(a).

1.30. "**Person**" means any 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 (whether or not having a separate legal personality), including a government or political subdivision or department or agency of a government.

1.31. **"Project Manager"** has the meaning given in Section 0.

1.32. "**Purchaser**" has the meaning given in the preamble.

1.33. **"Purchase Price**" has the meaning given in Section 5.2.

1.34. "**Receiving Party**" has the meaning given in Section 16.1(b).

1.35. "**Regulatory Authority**" means the Food and Drug Administration or any other Governmental Authority regulating the conduct, manufacture, market approval, sale, distribution or use of the Vaccine within the Territory.

1.36. **"Related Persons"** means spouses, heirs, children (whether natural or adopted), descendants, successors and assigns, estates, or legal representatives, executors, administrators or any other person or entity representing the rights of the injured person or any of the foregoing.

1.37. "**Serious Adverse Event**" means any adverse occurrence which occurs in relation to the administration of the Doses which results in death, is life-threatening, requires in-patient hospitalization or prolongation of existing hospitalization, results in persistent or significant disability/incapacity, results in a congenital anomaly/birth defect, or requires intervention to prevent permanent impairment or damage.

1.38. "**Specification**" means the written specifications for the Vaccine as determined by AstraZeneca for manufacturing occurring at-risk prior to a relevant Authorisation being obtained.

1.39. "**Tax**" means any form of tax or taxation, levy, duty, charge, social security, charge, contribution, or withholding of whatever nature (including any related fine, penalty, surcharge or interest) imposed by, or payable to, a tax authority.

1.40. "**Territory**" has the meaning given in the preamble.

1.41. "**Third Party Claim**" has the meaning given in Section 14.1.

1.42. "**Vaccine**" has the meaning given in the recitals.

1.43. "**Vaccine IP Rights**" has the meaning given in Section 11.1.

1.44. "**Waste**" has the meaning given in Section 9.1.

1.45. "**Willful Misconduct**" means an act or omission taken (a) intentionally to achieve a wrongful purpose; (b) knowingly without legal or factual justification; and (c) in disregard of a known or obvious risk that is so great as to make it highly probable that the harm will outweigh the benefit. Each of the foregoing conditions must be proven with clear and convincing evidence.

2. Project Management

2.1. Project Manager. Promptly after the Effective Date, each Party shall appoint, and provide details to the other Party of, a project manager ("**Project Manager**") who shall be responsible for and represent the applicable Party as liaison between the Parties concerning performance and progress under this Agreement. The Project Managers shall work together to manage and facilitate communications between the Purchaser and AstraZeneca under this Agreement, and shall meet monthly to perform their responsibilities in accordance with the terms of this Agreement. The Project Managers shall not have final decision-making authority with respect to any matter under this Agreement. Each of the Purchaser and AstraZeneca may replace its Project Manager at any time by seven (7) days' prior notice in writing to the other Party. The Purchaser and AstraZeneca shall each bear the costs of its Project Manager.

3. Development.

Development. As between the Parties, AstraZeneca shall have the sole right and responsibility for all aspects relating to the research and development of the Vaccine with the goal of establishing a Vaccine that is safe and efficacious for manufacture and sale as contemplated by this Agreement.

4. Manufacturing and Supply.

4.1. Doses. AstraZeneca shall use its Best Reasonable Efforts to supply the Doses for distribution within the Territory, from CMOs within the Territory, and to deliver to the Distribution Hub, following marketing authorization in the Territory, approximately 26 million Doses, in each case, in accordance with the terms and conditions of this Agreement.

In case the CMOs within Thailand is unable to produce the Doses and AstraZeneca is therefore prevented from making delivery in accordance with the terms and conditions of this Agreement, AstraZeneca shall use its Best Reasonable Efforts to supply the Doses for delivery under this Agreement.

4.2. Non-Exclusive Supply. Nothing in this Agreement shall amount to an exclusive purchasing obligation on the Purchaser or preclude or restrict the Purchaser from purchasing any products whatsoever from third parties, including any products that are complementary to, competitive to, equivalent to, or substitutable for the Vaccine or that are indicated for or expected to be beneficial for use in the prophylaxis, treatment or vaccination against SARS-CoV-2.

5. Ordering, Pricing and Payment.

5.1. Ordering. Promptly after the Effective Date the Purchaser shall submit to AstraZeneca a Firm Order for 26 million Doses of the Vaccine, together with the Purchaser's order number, Indirect Tax registration/identification details, and invoice address. AstraZeneca shall accept the Firm Order in writing, and the confirmed Firm Order shall be binding upon the Parties and subject to the terms and conditions set out in this Agreement. All other terms and conditions (including any terms and conditions which the Purchaser purports to apply under any order, specification or other document attached to any order form) are hereby excluded.

5.2. Pricing. With respect to the Firm Order, the Purchaser shall pay to AstraZeneca a fixed amount equal to one hundred and thirty million Dollars ($130,000,000.00) (excluding Indirect Tax) (the "**Purchase Price**") in accordance with the terms and conditions of this Agreement, reflecting a fixed price of five Dollars ($5) per Dose; provided that, notwithstanding any other provision in this Agreement, the Parties agree that:

(a) in no circumstances shall AstraZeneca be requested or required to manufacture or supply the Doses (at any time) at a loss or to supply the Doses without regard to the reasonable commercial interests of AstraZeneca; and

(b) if (at any time) AstraZeneca determines that the amount of the Purchase Price has resulted in (or would result in) AstraZeneca supplying the Doses at a loss (having regard, without limitation, to the total cost of goods and other directly attributable costs incurred in manufacturing, regulatory approval and supply of the Doses provided, or to be provided, to the Purchaser, while AstraZeneca shall provide reasonable evidence and/or documentation in a transparent manner, and taking into account any payments made by the Purchaser in respect of the Purchase Price) then AstraZeneca shall:

(i) provide a written statement to the Purchaser identifying the amount of such loss that has arisen or may arise; and

(ii) invoice the Purchaser for an amount equal to such loss, with such invoice due and payable to AstraZeneca within forty-five (45) working days following the date of issue to the Purchaser (unless a longer period is specified in the relevant invoice).

(c) in the event that the loss that has arisen or may arise results in the price of the Vaccine being greater than ten Dollars ($10) per Dose, the Purchaser shall have the right to either:

(i) purchase the 26 million Doses of the Vaccine at the higher price per Dose, in which case the price per Dose shall be adjusted upwards as appropriate to account for the losses incurred by AstraZeneca, and the Purchase Price shall be adjusted accordingly; or

(ii) purchase a reduced amount of Doses of the Vaccine at a fixed amount equal to the Purchase Price, in which case the remaining amount of Doses to be

delivered by AstraZeneca shall be adjusted downwards as appropriate to account for the losses incurred by AstraZeneca.

5.3. Funding and Invoicing.

(a) Payment Schedules. The Purchaser shall pay the Purchase Price to AstraZeneca in accordance with the following schedules (each a "**Milestone Payment**"):

(i) a fixed amount equal to sixty-five million Dollars ($65,000,000) on the Effective Date, provided that the upfront payment of the same amount made by NVI to AstraZeneca under the AMC shall be deemed to be assigned by NVI to the Purchaser on the Effective Date, and shall be deemed as the payment made by the Purchaser to AstraZeneca to satisfy this Milestone Payment;

(ii) a fixed amount equal to thirteen million Dollars ($13,000,000) on the Effective Date, provided that the upfront payment of the same amount made by NVI to AstraZeneca under the AMC shall be deemed to be assigned by NVI to the Purchaser on the Effective Date, and shall be deemed as the payment made by the Purchaser to AstraZeneca to satisfy this Milestone Payment; and

(iii) a fixed amount equal to fifty-two million Dollars ($52,000,000) promptly after each delivery of the batches of the Doses to the Distribution Hub in installments on a pro-rata basis (i.e. the amount payable shall be in proportion to the percentage of Doses delivered in each batch among the 26 million Doses).

(b) Cost Reimbursement. The Purchaser shall reimburse AstraZeneca for all costs associated with delivery, distribution, storage, and destruction of the Doses as set forth in more detail herein. Such reimbursement shall also include foreign exchange losses incurred by AstraZeneca during the term of this Agreement in transitioning collection to AstraZeneca's group account.

(c) Invoicing. AstraZeneca shall invoice the Purchaser for the Milestone Payment within 15 days after the achievement of the corresponding milestone event set forth in Section 5.3(a). For the avoidance of doubt, AstraZeneca shall invoice the Purchaser for the Milestone Payment set forth in Section 5.3(a)(iii) on receipt of the confirmatory notification set forth in Section 6.1(a). AstraZeneca shall thereafter invoice the Purchaser for the amount of costs pursuant to Section 5.3 and/or for the amount of loss or potential loss pursuant to Section 5.2 from time to time.

5.4. Timing and Method of Payments. The Purchaser shall pay each invoice submitted under this Agreement within ten (10) days after the date of the invoice. Unless otherwise agreed by the Parties, all payments to AstraZeneca under this Agreement shall be made by deposit of Dollars 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 Purchaser. All payments under this Agreement shall be due and payable within ten (10) days after the date of the invoice.

5.5. Late Payments. In the event the Purchaser fails to pay any amount payable under this Agreement within twenty (20) days of the due date for any such payment,

without prejudice to any other rights or remedies that AstraZeneca may have hereunder:

(a) interest shall accrue on that outstanding amount for the period beginning on the due date for payment and ending on the date of actual payment at the rate of greater of 1) zero (0); or 2) the then-current rate published by the Bank of Thailand, in each case plus four (4) percentage points, provided that the interest rate shall not be more than 7.5% per annum; and

(b) without prejudice to Section 5.5(a) and subject to giving the Purchaser twenty (20) days prior written notice of its intention to do so, AstraZeneca shall be entitled to suspend its obligations under this Agreement towards the Purchaser until such time as any unpaid amounts have been paid in full.

5.6. Indirect Tax. All payments due to AstraZeneca under this Agreement are exclusive of any Indirect Tax which may be chargeable, which if properly chargeable the Purchaser shall pay in addition at the rate and in the manner for the time being prescribed by Applicable Law and subject to AstraZeneca providing a valid and accurate Indirect Tax invoice.

6. Delivery, Distribution and Storage.

6.1. Delivery.

(a) AstraZeneca shall notify the Purchaser's Project Manager at least 30 days prior to such time that AstraZeneca expects Doses to be available. Such notification shall include an estimate of the total number of Doses expected to be available for delivery and the expected dates that such Doses will be available to be shipped to a single distribution hub designated by the Purchaser ("**Distribution Hub**"). Purchaser shall promptly send to AstraZeneca a confirmatory notification (including confirmation of delivery instructions to the Distribution Hub) and, subject to Section 6.2, shall take delivery of such Doses within five (5) working days of the date of availability as indicated by AstraZeneca's notification.

(b) Following receipt of such confirmatory notification, AstraZeneca shall issue an invoice to the Purchaser. The Purchaser shall pay such invoice in accordance with Section 5.4. AstraZeneca and the Purchaser shall work together to identify the final delivery schedule for such Doses taking into account the goal of creating an efficient delivery of the Doses. Deliveries made to the Distribution Hub may be made in installments or portions of the total number of Doses hereunder. Any delivery to the Distribution Hub will include a minimum of one batch of finished drug product and risk of loss or damage and title to Doses supplied under this Agreement shall pass to the Purchaser upon the Purchaser's issuance of the Official Receipt (defined below), or the Deemed Acceptance (defined below), as the case may be. The delivery costs shall be borne by the Purchaser. The Purchaser shall reimburse AstraZeneca within thirty (30) days of being invoiced therefor.

(c) On the date of delivery of the Doses to the Distribution Hub, the Purchaser shall inspect such Doses delivered at the Distribution Hub, and if the conditions in Annex 1, Part A have been complied with, the Purchaser shall promptly issue the official receipt of the Doses ("**Official Receipt**"), in any case no later than within six

(6) hours of the Doses being delivered to the Distribution Hub. In case the Purchaser fails to issue the Official Receipt within such six (6)-hour period, it shall be deemed that the conditions in Annex 1, Part A have been complied with and the Purchaser shall be deemed to have accepted the Doses ("**Deemed Acceptance**"). During the inspection process and upon the Doses being delivered to the Distribution Hub, the Purchaser shall ensure that the Doses are stored in accordance with Annex 1, Part B.

6.2. Storage and Destruction. Pursuant to Section 6.1 of this Agreement, AstraZeneca will provide the Purchaser with at least thirty (30) days' advance notice of when any Doses are available for delivery. At the Purchaser's request, AstraZeneca will agree to store such Doses for up to an additional five (5) working days (for a total of ten (10) working days). The Purchaser shall be responsible for all storage costs (including the cost of any amounts required to insure the Doses beyond the initial (5) working day period). To the extent the Purchaser has not taken delivery of such Doses by the end of the ten (10) working day period and either Party does not agree to AstraZeneca's continued storage of the Doses at Purchaser's full cost, AstraZeneca may destroy the Doses at Purchaser's full cost or sell the Doses to a third party. The Purchaser shall reimburse AstraZeneca for all costs associated with distribution, storage, and destruction of the Doses within thirty (30) days of being invoiced therefor, provided that AstraZeneca provides to the Purchaser specific evidence for such costs.

6.3. Estimated Delivery Schedule. Upon AstraZeneca being able to determine a provisional delivery plan, AstraZeneca shall provide such plan to the Purchaser for reference purposes. The Parties may discuss the plan set out in the provisional delivery plan in good faith taking into account the aim to achieve fast access to the population in the Territory. Notwithstanding the foregoing, the Parties acknowledge that the provisional delivery plan is merely a non-binding estimate, and is dependent on the timing for obtaining the necessary Authorisation among other factors.

7. Defective Product

7.1. This Section 7 shall only apply to those products in respect to which the Purchaser has issued an Official Receipt or there is a Deemed Acceptance in accordance with Section 6.

7.2. In the event of any disagreement concerning whether product has any Defect, the Purchaser and AstraZeneca will use their respective reasonable endeavours to resolve such disagreement as promptly as possible. Either Party may submit a sample of the allegedly Defective product for testing to an independent testing laboratory of recognised standing in the industry (to be mutually agreed and approved by the Parties acting in good faith) ("**Laboratory**") to determine whether or not such product was Defective at the time of delivery. The cost of the testing and evaluation by the Laboratory shall be borne by the Purchaser unless the Defect resulted from the Willful Misconduct or Gross Negligence of AstraZeneca or any CMO.

7.3. In respect of any product that a Laboratory has found to be Defective, AstraZeneca shall at the Purchaser's election:

(a) cancel delivery of the affected Defective product without prejudice to the obligation to pay for such product unless the relevant Defect is due to AstraZeneca's Willful Misconduct or Gross Negligence; or

(b) without prejudice to the obligation to pay for such affected Defective product unless the relevant Defect is due to AstraZeneca's Willful Misconduct or Gross Negligence, replace such product with an identical quantity of conforming product, upon the Parties agreeing on the delivery schedule for such replacement product, which AstraZeneca shall use Best Reasonable Efforts to deliver on an expedited basis. Absent AstraZeneca's Willful Misconduct or Gross Negligence, such replacement product will be invoiced to Purchaser at the price per dose set out in Section 5.1 (as applicable to the source of the Defective product); and the affected Defective product shall be made available for collection and disposal by AstraZeneca in accordance with Applicable Law.

In the event the relevant Defect is due to AstraZeneca's Willful Misconduct or Gross Negligence, AstraZeneca shall be responsible for (i) the cost of collection and disposal of such product and (ii) any of Purchaser's reasonable, and direct, out-of-pocket expenses actually incurred by Purchaser in connection with the storage, transportation and distribution of such product after delivery, provided that Purchaser shall use its Best Reasonable Efforts to mitigate any such costs and expenses. Absent AstraZeneca's Willful Misconduct or Gross Negligence, all such activities shall be at Purchaser's cost and expense and AstraZeneca shall be reimbursed therefor.

8. Product Recall.

The Purchaser shall be responsible for all costs of any recall or market withdrawal of the product in the Territory, including reasonable costs incurred by or on behalf of AstraZeneca, its Affiliates and Subcontractors, except to the extent that such recall or market withdrawal results from a breach of this Agreement by, or Gross Negligence on the part of, AstraZeneca and/or any of its Affiliates or any of their respective Personnel, in which event AstraZeneca will be responsible solely for: (i) any reasonable and documented out of pocket expenses directly incurred by the Purchaser to Third Parties in implementing such recall or market withdrawal; and (ii) replacing, at AstraZeneca's expense, the product which has to be recalled (for the avoidance of doubt, such obligation would not require AstraZeneca to supply any vaccine that is not the product).

9. Product Security

9.1. This Section 9 shall only apply to those products in respect to which the Purchaser has issued an Official Receipt or there is a Deemed Acceptance in accordance with Section 6.

9.2. The Purchaser shall destroy all waste material, including damaged or Defective product ("**Waste**") within mutually acceptable timelines during the term of this Agreement and upon termination of this Agreement. Such Waste shall be secured pending destruction. The Purchaser shall keep a record of destruction of any Waste and promptly issue certificates of destruction. Such records shall be kept for a period of at least two (2) years and shall be made available to AstraZeneca on request.

9.3. The Purchaser shall comply with all Applicable Laws relating to the traceability of pharmaceutical products.

9.4. The Purchaser warrants and undertakes that it will not alter or modify any product in any way (including labelling and packaging but excluding any transportation packaging) after delivery.

9.5. All product shall be: (i) stored securely by the Purchaser and in environmental conditions which are in accordance with instructions and directions provided by AstraZeneca from time to time; and (ii) distributed by the Purchaser in a secure manner appropriate to the transportation route and destination, in each case (i) and (ii) to (without limitation) guard against and deter theft, diversion, tampering or substitution (with, for example, counterfeits).

9.6. Any incident including any diversion, theft, tampering, substitution or other breach of the security of the products (including suspicious returns) shall be reported to AstraZeneca (copying the AstraZeneca global security team at globalsecurity@astrazeneca.com) within one (1) working day of confirmation of such incident by the Purchaser. The Purchaser shall provide all reasonable assistance to AstraZeneca during any investigation that AstraZeneca may initiate in relation to such incident.

10. Regulatory Matters.

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

11. Intellectual Property.

11.1. Ownership. The Purchaser acknowledges that AstraZeneca and AstraZeneca UK have pre-existing obligations to its upstream licensor and throughout the term of this Agreement, may incur obligations to its CMOs and other contractors in respect of patents, know-how and other intellectual property rights relating to the Vaccine. The Purchaser acknowledges and agrees that as between the Parties, (i) AstraZeneca UK shall be the sole owner of all intellectual property rights generated during the development, manufacture, and supply of the Vaccine, including all Know-How (collectively, the "**Vaccine IP Rights**"), and (ii) AstraZeneca UK shall be entitled to exclusively exploit any such Vaccine IP Rights. Except as expressly set forth in this Agreement, neither AstraZeneca nor AstraZeneca UK grant to the Purchaser by implication, estoppel or otherwise, any right, title, license or interest in the Vaccine IP Rights. All rights not expressly granted by AstraZeneca or AstraZeneca UK hereunder are reserved by AstraZeneca and AstraZeneca UK.

12. Term and Termination.

12.1. Term. This Agreement shall commence and become effective on the date AstraZeneca receives all requisite Authorisations for the Vaccine from the Thailand Food and Drug Administration (the "**Effective Date**") and, unless earlier terminated as provided in Section 12.2 or 12.3 below, shall remain in effect until the Doses are delivered to the Purchaser pursuant to Article 4.

12.2. Termination.

(a) In the event that AstraZeneca or AstraZeneca UK abandon the development, manufacturing and other efforts hereunder (whether as a result of its determination that the Vaccine cannot be safely or efficaciously developed, manufactured, distributed, or administered or the determination that regulatory approvals for the Vaccine cannot or will not be obtained in a timely manner), AstraZeneca shall notify the Purchaser of such abandonment and the reasons justifying it and either Party will have the right to terminate this Agreement upon providing the other Party with ten (10) days advance written notice.

(b) In the event where the Thailand Food and Drug Administration decides to revoke the Authorisations due to the Serious Adverse Event, the Parties shall discuss in good faith to determine the appropriate course of action, if any. If the Parties mutually agree, this Agreement may be terminated.

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

(i) mitigate all unused and wasted materials, costs and losses and to mitigate any sums otherwise payable by the Purchaser hereunder;

(ii) invoice the Purchaser for amounts that have not otherwise been paid by the Purchaser in respect of:

a. the price for product delivered under this Agreement prior to the date of termination;

b. the cost for any portion of the Firm Order which is cancelled as a consequence of the termination, to the extent such costs and expenses (or the materials or services associated therewith) cannot reasonably be refunded, cancelled, mitigated or otherwise reallocated to other products, activities or for manufacture of the product for third Parties, and provided that, in so far as it concerns raw materials, equipment and services for the manufacture of the product paid for by the Purchaser, the Purchaser shall be entitled, but not obliged, to take possession of the same; and

c. costs and expenses incurred by AstraZeneca in connection with the termination of this Agreement, including the cost of destruction any product for which delivery is cancelled as a consequence of the termination; and

(iii) return to the Purchaser (or its designee), within thirty (30) days after the date of termination of this Agreement, any portion of the Purchase Price that is unspent, if any, after deducting all expenses incurred by AstraZeneca including any non-cancellable expenses relating to the activities under this Agreement.

(d) Within thirty (30) days following the date of termination of this Agreement, the Purchaser shall reimburse AstraZeneca for all reasonably incurred unpaid expenses and any non-cancellable expenses relating to the activities under this Agreement that the Purchase Price does not cover.

Without prejudice to the indemnification rights of AstraZeneca and the other Indemnified Persons under Article 14, no additional compensation shall be claimed from the Purchaser for any damages AstraZeneca might incur due to the termination.

12.3. Termination for Cause. The Purchaser may terminate this Agreement if AstraZeneca is in material breach of its obligations (considered as a whole) of this Agreement following notice and an opportunity to cure as set forth below. Prior to any termination under this Section 12.3, the Purchaser must notify AstraZeneca in writing of its intention to terminate this Agreement and the grounds for termination as set forth below. AstraZeneca shall have a reasonable period of not less than thirty (30) days following the date of receipt of the written notification to cure such material breach or dispute the existence of such underlying breach by submitting observations, including the measures it has taken or will take to continue fulfilling its contractual obligations. If the Purchaser confirms that the measures AstraZeneca has taken or will take to cure such breach within such period is acceptable, the notice of termination submitted by the Purchaser shall become null and void. In the event of a dispute of the existence or cure status of any material breach, such dispute shall be subject to Section 18.4 of this Agreement prior to any termination of this Agreement.

12.4. Survival. The following provisions shall survive expiration or termination of this Agreement: Sections 5.4 (Method of Payments), 5.5 (Late Payments), and 5.6 (Indirect Tax), 6.1(b) (Delivery), 6.2 (Storage and Destruction) and Articles 1 (Definitions), 11 (Intellectual Property), 12 (Term and Termination), 14 (Indemnification), 15 (Release; Limitation of Liability, Disclaimer of Warranty), 16 (Confidentiality), 17 (Export/Import Controls) and 18 (Miscellaneous).

13. Representations and Warranties.

13.1. AstraZeneca. AstraZeneca represents, warrants and covenants to the Purchaser that:

(a) the execution and delivery of this Agreement and the performance by it of the transactions contemplated hereby have been duly authorized by all necessary corporate action;

(b) it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

(c) this Agreement has been duly executed and is a legal, valid and binding obligation on it, enforceable against it in accordance with its terms;

(d) it shall use its Best Reasonable Efforts to ensure that the Doses shall be manufactured in accordance with, and shall comply in all material respects with, current Good Manufacturing Practices in the country where the Doses are manufactured, including adherence to applicable pharmacovigilance regulations;

(e) it is not under any obligation, contractual or otherwise, to any Person or third party in respect of the Doses or that conflicts with or is inconsistent in any material respect with the terms of this Agreement or that would impede the complete fulfillment of its obligations under this Agreement;

(f) all information submitted to the Purchaser in relation to this Agreement is true, complete and accurate in all material respects; and

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

13.2. Purchaser. The Purchaser represents, warrants and covenants to AstraZeneca that:

(a) the execution and delivery of this Agreement, and the performance 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 Agreement, and it has the power and authority to perform each of its obligations hereunder, including to satisfy the payment obligations hereunder;

(c) this Agreement has been duly executed and is a legal, valid and binding obligation on each of them, 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 Agreement or that would impede the complete fulfillment of each of its obligations under this Agreement; and

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

14. Indemnification.

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

where the claim is brought, and whether the claim of a defect originates from the distribution, administration and use, clinical testing or investigation, manufacture, labelling, formulation, packaging, donation, dispensing, prescribing or licensing of the Vaccine in the Territory. Such indemnification will not be available to Indemnified Persons (a) to the extent such Losses are the result of such Indemnified Person's Willful Misconduct, or (b) to the extent that there has been a final determination by a court of competent jurisdiction that a defect in the Vaccine has arisen from AstraZeneca's failure to comply with current Good Manufacturing Practices or applicable pharmacovigilance regulations.

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

14.2. Process. The Indemnified Person shall give (or cause AstraZeneca to give) the Purchaser prompt notice of any Third Party Claim served upon the Indemnified Person stating the nature and basis of such Third Party Claim and the maximum estimated amount (in Thai Baht) of such Third Party Claim, to the extent known (which estimate may be updated from time to time). Notwithstanding the foregoing, no delay or deficiency on the part of the Indemnified Person in so notifying the Purchaser shall limit any right of any Indemnified Person to indemnification under this Article 14, except to the extent such failure materially prejudices the defense of such Third Party Claim. The Indemnified Person shall assume and control the defense of any Third Party Claim using legal counsel reasonably chosen by the Indemnified Person. Each of the Parties shall (i) use commercially reasonable efforts to mitigate the effects of the claim and (ii) fully cooperate with the Indemnified Person and its legal representatives in the investigation and defense of any matter which is the subject of indemnification, at the Purchaser's cost and expense. The Indemnified Person shall keep the Purchaser reasonably informed of the progress of the defense of the Third Party Claim. The Purchaser shall pay the invoices of legal counsel and other expenses of the Indemnified Person arising from defending the Third Party Claim promptly upon presentment of an invoice and in any case within ninety (90) days of presentment thereof. The Indemnified Person shall have the right to seek settlement or compromise of, and to so settle or compromise, the Third Party Claim; *provided* that the Indemnified Person shall not settle or compromise a Third Party Claim without the prior written consent of the Purchaser and the Purchaser shall not unreasonably withhold, condition or delay its approval of the settlement of any claim, liability or action covered by this Article 14.

15. Release; Limitation of Liability for Claims Other Than Third Party Indemnification; Disclaimer of Warranties.

15.1. Release. The Purchaser waives and releases any claim against AstraZeneca arising out of or relating to: (a) lack of safety or efficacy of the Vaccine, subject to compliance by AstraZeneca with applicable regulatory requirements in the Territory for a pandemic product, limited to manufacture by AstraZeneca of the Vaccine in accordance with Good Manufacturing Practices; (b) use or administration of the Vaccine under pandemic conditions, except to the extent such claim arises from AstraZeneca's Willful Misconduct or failure to comply with regulatory requirements

in the Territory applicable to the Vaccine including manufacture by AstraZeneca of the Vaccine in accordance with Good Manufacturing Practices; (c) issues relating to storage or transport conditions including deep cold chain storage; (d) lack of proper aseptic technique or dosing at the point of administration of the Vaccine; or (e) delays in delivery of the Vaccine under this Agreement.

15.2. Limitation of Liability for claims other than third party indemnification. The aggregate liability of AstraZeneca and its Affiliates in respect of claims made by the Purchaser, or any Affiliates acting on the Purchaser's behalf (as distinguished from Third Party Claims for indemnification), whether for breach of contract, another contractual-based claim, arising in tort (including negligence) or otherwise, arising out of, under or in connection with this Agreement shall not exceed the amounts actually paid by the Purchaser to AstraZeneca under this Agreement.

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

16. Confidentiality.

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

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

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

16.2. Exclusions from Confidential Information. In this Agreement, Confidential Information shall not include any information or materials, for which the Receiving Party can prove:

(a) is or becomes public knowledge through no improper conduct on the part of the Receiving Party, the Receiving Party's Affiliates and/or their respective representatives;

(b) is already lawfully possessed by the Receiving Party and/or the Receiving Party's Affiliates without any obligations of confidentiality or restrictions on use prior to first receiving it from the Disclosing Party;

(c) is obtained subsequently by the Receiving Party and/or the Receiving Party's Affiliates from an unrelated third party without any obligations of confidentiality and such unrelated third party is in lawful possession of such information or materials and not in violation of any contractual or legal obligation to maintain the confidentiality of such information or materials; or

(d) the Disclosing Party agreed to release the Receiving Party from the confidentiality obligation earlier.

16.3. Legally Required Disclosure of Confidential Information. The Receiving Party and/or the Receiving Party's Affiliates may disclose Confidential Information to the extent required by law or regulation or by legal, judicial, regulatory or administrative process or pursuant to an audit or examination by a regulator or self-regulatory organization subject to compliance with this Section 16.3. If the Receiving Party is so compelled to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice thereof so that the Disclosing Party may seek a protective order or other appropriate remedy. Subject to its obligations to comply with such subpoenas, court processes or directions, the Receiving Party will reasonably cooperate with the Disclosing Party's counsel in their efforts to obtain a protective order or other similar remedy to accord some form of confidential treatment to any such Confidential Information of the Disclosing Party.

16.4. Limitations on Use of Confidential Information. The Receiving Party shall treat all Confidential Information as secret and confidential and shall not use, copy or disclose to any third party any Confidential Information of the Disclosing Party (whether before, on or after the date of this Agreement) except as set out in Section 16.5 below.

16.5. Use and Disclosures of Confidential Information. The Receiving Party may:

(a) ensure the protection of confidential information or documents with the same level of protection as its own confidential information or documents and in any case with due diligence;

(b) use and disclose Confidential Information of the Disclosing Party solely to the extent necessary to enable the Receiving Party to exploit the rights granted under this Agreement and/or to perform its obligations under this Agreement; provided, that where any disclosure is required to third parties the Receiving Party shall: (1) only disclose Confidential Information to third parties that have entered into appropriate and legally binding confidentiality and non-use obligations in respect of the Confidential Information disclosed; and (2) procure that such third parties do not further disclose or use Confidential Information. For the avoidance of doubt, the Receiving Party shall not use the Confidential Information with respect to or for any other program or project other than the Vaccine and the express objectives set forth herein.

(c) disclose Confidential Information of the Disclosing Party to those of the Receiving Party's Affiliates, officers and employees to whom such disclosure is necessary (and only disclose that part of the Confidential Information which is necessary) to enable the Receiving Party to exploit the rights granted under this Agreement and/or to perform its obligations under this Agreement and provided that

the Receiving Party shall remain responsible for procuring that the Receiving Party's Affiliates, officers and employees do not further disclose and/or use the Confidential Information for any other purpose; and

(d) after giving written notice to the Disclosing Party, disclose any part of the Confidential Information of the Disclosing Party solely to the extent that it is legally required to do so pursuant to an order of a court of competent jurisdiction or other Governmental Authority or otherwise as required by Applicable Law including the laws and regulations applying to any public listing authority, provided that the Receiving Party shall use reasonable endeavors to limit such disclosure and to provide the Disclosing Party with an opportunity to make representations to the relevant court or other Governmental Authority, Regulatory Authority, or allied authority or listing authority.

16.6. Protection of Confidential Information. The Receiving Party shall at all times maintain documents, materials and other items (including items in electronic form) containing Confidential Information of the Disclosing Party and any copies thereof, in a secure fashion by taking reasonable measures to protect them from theft and unauthorized use and disclosure. Without prejudice to the foregoing, the Receiving Party shall exercise at least the same degree of care to prevent theft and unauthorized disclosure and/or use of the Disclosing Party's Confidential Information as the Receiving Party exercises in respect of its own confidential material of like importance.

16.7. Losses of Confidential Material. The Receiving Party shall notify the Disclosing Party immediately if the Receiving Party becomes aware of any unauthorized use or disclosure of, or any unauthorized access to or of any theft or loss of any copies of any Confidential Information of the Disclosing Party.

16.8. Survival. The provisions of this Article 16 shall commence on the Effective Date and shall continue for so long as either Party has knowledge of any Confidential Information received or derived from the other Party and shall survive termination or expiry of this Agreement for a period of five (5) years in respect of all Confidential Information.

17. AstraZeneca Expectations.

17.1. Export/Import Controls.

(a) This Agreement is made subject to any restrictions under the export control laws, rules and regulations concerning the export of products, materials, or technical information either from the United States of America or to a foreign national within the United States of America (e.g., a "deemed export" applying to transfers solely within the United States of America) which may be imposed upon or related to Purchaser or AstraZeneca from time to time by the government of the United States of America.

(b) Each Party shall at all times during the term of this Agreement comply with applicable Export/Import Laws and ensure that it has in place appropriate controls and safeguards to prevent any action being taken by it that would amount to or result in a violation of or non-compliance with any Export/Import Laws.

18. Miscellaneous.

18.1. Interpretation. In this Agreement:

(a) Any phrase introduced by the terms "including", "include" and "in particular" or any similar expression shall be construed as illustrative only and shall not limit the sense of the words preceding these terms and will be deemed to be followed by the phrase "without limitation";

(b) the words "hereof", "herein", "hereto" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(c) any reference to a "month" means a calendar month, any reference to a "day" means a calendar day;

(d) any reference to Thai Baht or ฿ is to the lawful currency from time to time of the Territory;

(e) the term "or" and "and/or" will be interpreted in the inclusive sense commonly associated with the term "and/or";

(f) the headings are for convenience only and shall not affect the interpretation of this Agreement;

(g) the meaning given to defined terms in this Agreement shall also apply to their grammatical variants provided that the initial letter is capitalized; and

(h) in the event of any inconsistencies between this Agreement and any attachments hereto, the terms of this Agreement shall prevail.

18.2. Notices.

(a) Any notice given under this Agreement shall be in writing in English, shall refer to this Agreement 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:

AstraZeneca:

AstraZeneca (Thailand) Ltd.
No. 173/20 Asia Center Building, South Sathorn Road,
Khwaeng Thungmahamek, Khet Sathorn, Bangkok
Attention: Predaporn Lertlunjakorn
Email: predaporn.lertlunjakorn@astrazeneca.com
Tel: +6627397400

Copy to *(which shall not constitute notice)*:

legalnotices@astrazeneca.com

AstraZeneca UK:

legalnotices@astrazeneca.com

Purchaser:

Department of Disease Control
88/21 Tiwanon Rd., Taladkwan district,
Mueng, Nonthaburi, 11000
Attention: Dr. Opart Karnkawinpong
Email: opart7@yahoo.com
Tel: +66 2 590 3351, +66 590 3804

Copy to *(which shall not constitute notice)*:

sjiamsiri@outlook.com
ungcmu@hotmail.com
niruit@hotmail.com
kub-2007@hotmail.com
piyanart.mc@gmail.com

(b) Any written notice sent by a Party that is actually received by the other Party shall be deemed to have been properly given and received by that Party irrespective of whether or not the delivery requirements of Section 18.2(a) have been complied with.

18.3. Governing Law. This Agreement shall be governed by the laws of Thailand.

18.4. Resolution.

(a) In the event of a dispute arising under this Agreement between the Parties, the Parties shall first refer such dispute to informal dispute resolution discussions between their respective Executive Officers. AstraZeneca, on the one hand, or the Purchaser may initiate such informal dispute resolution by sending written notice of the dispute to the other Party, and, within twenty (20) days of such notice, the Executive Officers shall meet and attempt to resolve the dispute by good faith negotiations.

(b) If the Parties are unable to reach agreement to settle the dispute within the period mentioned above, the Parties agree to submit the dispute to arbitration in Thailand in accordance with the arbitration rules of the Thai Arbitration Institute (the "**Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The arbitration will be conducted in the English language. Any notice of arbitration, response or other communication given to or by a Party to the arbitration must be given and deemed received as provided in the Rules.

(c) The Parties agree that the arbitration award shall be final and binding on the Parties. The Parties agree that no Party shall have any right to commence or maintain any suit or legal proceedings (other than for interim or conservatory measures) until

the dispute has been determined in accordance with the arbitration procedure provided herein and then only for enforcement of the award rendered in the arbitration. Judgment upon the arbitration award may be rendered in any court of competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be. Each Party hereby renounces any right it may otherwise have to appeal or seek relief from the award or any decision of the arbitrators contained therein and agrees that no Party shall appeal to any court from the award or decision of the arbitrators contained therein. Each Party waives any requirement under Applicable Law that arbitration need not be completed within a specific time.

18.5. Waiver. Failure or delay by either Party to exercise any right or remedy under this Agreement shall not be deemed to be a waiver of that right or remedy, or prevent the Party from exercising that or any other right or remedy on any occasion. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in writing duly executed by or on behalf of the Party waiving such right or remedy. The waiver by either Party of any right or remedy hereunder shall not be deemed a waiver of any other right whether of a similar nature or otherwise.

18.6. Force Majeure. Neither the Purchaser nor AstraZeneca shall be held liable or responsible to the other Party or be deemed to have breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from events beyond the reasonable control of the non-performing Party, subject to that Party having taken all reasonable steps (both anticipatory and reactionary) to avoid or mitigate such risks, including fires, floods, earthquakes, hurricanes, embargoes, shortages, epidemics, plague, pandemic, outbreaks of infectious disease or any other public health crisis, government orders imposing a lockdown, quarantines, war, acts of war (whether war be declared or not), terrorist acts, insurrections, riots, civil commotion, government interruptions, strikes, lockouts, or other employment disturbances (whether involving the workforce of the non-performing Party or of any other person) acts of God or acts, omissions or delays in acting by any governmental authority (except to the extent such delay results from the breach by the non-performing Party or any of its Affiliates of any term or condition of this Agreement). Defaults of service, defects in equipment or material or delays in making them available, labor disputes, strikes and financial difficulties may not be invoked as force majeure, unless they stem directly from a relevant case of force majeure. For the avoidance of doubt, the pandemic declared in respect of SARs-CoV-2 is a foreseeable risk and shall not be deemed an event of Force Majeure.

The situation or event must not be attributable to negligence on the part of the Parties or on the part of the sub-contractors.

The non-performing Party shall notify the other Party of such force majeure promptly following such occurrence takes place by giving written notice to the other Party stating the nature of the event, its anticipated duration (to the extent known), and any action being taken to avoid or minimize its effect. The suspension of performance shall be of no greater scope and no longer duration than is necessary and the non-performing Party shall use Best Reasonable Efforts to remedy its inability to perform and limit any damage.

18.7. Sub-contracting. AstraZeneca may, without the need for the Purchaser's consent, sub contract or delegate its obligations or services to be provided under this Agreement to one or more of its Affiliates and/or to any CMO or other third party consultant or contractor.

18.8. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed in writing 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.

18.9. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties relating to the subject matter of this Agreement and supersedes all prior oral or written agreements, representations, understandings or arrangements between the Parties relating to the subject matter of this Agreement.

18.10. Severability. If any provision of this Agreement is held to be void or otherwise unenforceable by a court of competent jurisdiction from whose judgment no appeal is made within the applicable time limit then the provision shall be omitted and the remaining provisions of this Agreement shall continue in full force and effect.

18.11. Amendment. No amendment shall be made to this Agreement except in writing signed by the duly authorized representatives of the Purchaser and AstraZeneca.

18.12. Relationship of the Parties. Nothing in this Agreement shall create or imply an agency, partnership or joint venture between the Parties. No Party shall act or describe itself as the agent of the other Parties nor shall any Party have or represent that it has any authority to make commitments on behalf of the other Parties.

19. Performance Guarantee. AstraZeneca UK shall use its Best Reasonable Efforts to ensure that AstraZeneca supplies the Vaccine and performs its other obligations under the Agreement, in accordance with the terms and conditions specified hereunder.

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement.

ASTRAZENECA (THAILAND) LTD.

_____

Name: Mr. James Teague

Title: Country President, Thailand

Date:

ASTRAZENECA UK LIMITED

_____

Name: Mr. Adrian Kemp

Title: Company Secretary

Date:

DEPARTMENT OF DISEASE CONTROL

_____

Name: Dr. Opart Karnkawinpong

Title: Director General of the Department of Disease Control

Date:

Annex 1

Specification of COVID-19 Vaccine and Delivery

Part A

AstraZeneca shall deliver the Doses according to the following conditions:

1. COVID-19 vaccine

1.1 The composition of each delivered Dose must contain active ingredients and antigens according to the Vaccine formula, and

1.2 The Vaccine is approved by Thai Food and Drug Administration before delivery to the Purchaser, and

1.3 The Vaccine is approved by Department of Medical Sciences (as shown in the Certificate of Lot release (COL)) for all Vaccine lots delivered to the Purchaser.

2. Label and package insert

The Vaccine containers shall contain label and packaging that is agreed with the Thai Food and Drug Administration.

3. Delivery of the Vaccine

Delivery shall take place within 7 business days after the date the relevant batch of the Vaccine is released from the Department of Medical Sciences, provided that no force majeure events as set out in clause 18.6 of the Agreement shall have occurred. Such Vaccine shall be delivered to the designated Distribution Hub.

4. Analysis of Finished Product

There is the Certificate of Analysis (COA) of the vaccine containing following information;

1. Identity test
2. Potency test
3. Sterility test
4. Inspection of final containers

5. Vaccine delivery in the Cold chain system

The Vaccine delivery shall comply with standard vaccine delivery procedures. At least one continuous temperature monitoring device (Data Logger) will be included for each pallet delivered and the Vaccine shall be delivered under continuous temperature control set at between +2◦C to +8◦C, or as otherwise specified in the relevant standards of AstraZeneca.

Part B

The Purchaser shall comply with standard vaccine storage requirements to ensure that the Vaccine is maintained in good conditions. The Purchaser shall store the Vaccine under continuous temperature control set at between +2◦C to +8◦C, or as otherwise specified in the relevant standards of AstraZeneca.