REAL-WORLD EPIDEMIOLOGICAL EVIDENCE COLLABORATION AGREEMENT

This REAL-WORLD EPIDEMIOLOGICAL EVIDENCE COLLABORATION AGREEMENT dated as of January 6, 2021 (this "**Agreement**") by and between the Israeli Ministry of Health, acting on its own behalf and on behalf of the State of Israel (the "**MoH**"), and Pfizer Inc., a Delaware corporation (together with its Affiliates, "**PFIZER**") (each, a "**Party**" and, collectively, the "**Parties**").

WHEREAS, PFIZER and BioNTech SE, a company organized and existing under the laws of Germany are collaborating to develop a vaccine to address the global COVID-19 pandemic; and

WHEREAS, the Parties had previously entered into the confidential Manufacturing and Supply Agreement dated [redacted] (the "**Manufacturing and Supply Agreement**"), under which MoH agreed to purchase the Product (as defined below) and PFIZER agreed to manufacture and supply the Product, all in accordance with the terms of the Manufacturing and Supply Agreement, and subject to certain conditions precedent, including but not limited to certain regulatory approvals and supply availability; and

WHEREAS, under Section 2.1(f) of the Manufacturing and Supply agreement, the Parties agreed to cooperate on a reasonable basis to share information and data regarding the distribution, administration and use of the Product, including to track its benefits; and

WHEREAS, PFIZER has obtained certain conditional approvals for the Product, including under Regulation 29(a)(9) of the Israeli *Pharmacist Regulations (Medical Preparations)*, 1986, as amended, and analogous emergency use authorizations in other jurisdictions; and

WHEREAS, the Parties agree that it would be highly beneficial from a public health perspective to track pandemic data in accordance with vaccination compliance in a Real-World context to evaluate whether herd immunity protection is observed during the Product vaccination program rollout.

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

The following terms shall have the meanings assigned to them for all purposes of the Agreement.

1.1 "Affiliate" means, with respect to each Party or, if applicable, BioNTech, any corporation, firm, partnership or other entity or person which directly or indirectly controls or is controlled by or is under common control with the named Party, including but not limited to Pfizer US, or, if applicable, BioNTech. For purposes of this definition, "control" (including, with correlative meaning, the terms "controlled by" and "under common control with") shall be presumed to exist if one of the following conditions is met: (a) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) of the stock or shares having the right to vote for the election of directors of such corporate entity or any direct or indirect parent of such corporate entity, and (b) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities.

1.2 "Global Trade Control Laws" means the U.S. Export Administration Regulations; the U.S. International Traffic in Arms Regulations; the U.S. economic sanctions rules and regulations implemented under statutory authority and/or the President's Executive Orders and administered by the U.S.

Department of the Treasury Office of Foreign Assets Control; European Union (E.U.) Council Regulations on export controls, including Nos.428/2009, 267/2012; other E.U. Council sanctions regulations, as implemented in E.U. Member States; United Nations sanctions policies; all relevant regulations and legislative instruments made under any of the above; other relevant economic sanctions, export and import control laws, and other laws, regulations, legislation, orders and requirements imposed by a relevant governmental entity.

1.3 "**Identifiable Health Information**" means health information, as such term is defined in the Israeli *Patient's Rights Law,* which contains details that identify an individual without cross referring to additional information, or health information which does not contain details that identify an individual but that may result in the identification of an individual by either using reasonable means or other information which is available to the general public.

1.4 "**Intellectual Property**" means on a worldwide basis any and all (a) patents, applications for patents (including, without limitation, divisions, continuations, continuations-in-part and reexamination applications) and any renewals, extensions or reissues thereof; (b) trademarks, service marks, whether or not registered, copyrights and registrations or applications for registration of copyrights, rights associated with works of authorship, including copyrights, moral rights and mask-works; (c) designs, algorithms and other industrial property rights; (d) computer software, including, without limitation, source code, operating systems and specifications, documentation and other written materials related thereto; (e) trade secret rights; (f) data; (g) other ideas, inventions (whether or not patentable), methods, research information and know-how; (h) reagents, kits, chips, microarrays, instrumentation, devices used for genetic tests, compositions, methods, markers and method to direct treatment; (i) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (j) registrations, applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including, without limitation, any rights in any of the foregoing).

1.5 "**Pfizer Data"** means aggregated information about the Product in other jurisdictions in the world, which may include scientific, safety and efficacy information collected by PFIZER as may be useful to serve the Project's objectives which will be provided by PFIZER to the MoH subject to applicable legal requirements and based on PFIZER's reasonable determination.

1.6 "**Product"** means all vaccines manufactured in whole or in part, or supplied, directly or indirectly, by or on behalf of PFIZER or BioNTech or any of their Affiliates pursuant to the Manufacturing and Supply Agreement that are intended for the prevention of the human disease COVID-19 or any other human disease, in each case which is cause by any of the virus SARS-CoV-2 and/or any or all related strains, mutation, modifications or derivatives of the foregoing.

1.7 **"Project"** means the COVID-19 Real-World epidemiological data analyses conducted by the Parties involving data collected during the MoH's vaccination program using the Product, as described in Section 2 and Exhibit A of this Agreement, including components thereof and enhancements thereto, developed and implemented by the Parties under the terms of this Agreement.

1.8 **"Project Data"** means any de-identified data provided by the MoH to PFIZER in the framework of the Project.

1.9 **"Regulatory Requirements"** The requirements of all applicable national, regional, and local laws and regulations and court rulings and consent decrees and all requirements, guidelines, policies and orders of all governmental bodies or agencies having jurisdiction over each of the Parties and their respective employees and agents with respect to activities taken under this Agreement. Regulatory Requirements include, but are not limited to, the following:

a) the Israeli *Patient's Rights Law*, 1996, as amended;

[redacted]

b) The Israeli *Privacy protection law*, 1981, as amended`

c) the Israeli *Public Health Ordinance*, 1940, as amended;

d) the Israeli *Pharmacist Regulations (Medical Preparations)*, 1986, as amended;

e) The Israeli *Freedom of Information law*, 1998, as amended;

f) anti-bribery laws including the U.S. *Foreign Corrupt Practices Act,* 1977, as amended; and

g) Global Trade Control Laws.

1.10 "Restricted Party (ies)" means any individual or entity on any of the following: U.S. Government Suspension and Debarment List; HHS OIG Excluded Parties List; FDA OIG Debarment List; and any similar disqualification lists, licensure restrictions, disciplinary sanctions, or enforcement action against scientists, health care providers, or research professionals under the laws of Israel, the U.S. or any other jurisdiction.

1.11 "Results" means : (i) epidemiological reports from Israel generated by MoH; (ii) analyses, that are generated by either Party, independently or jointly with the other Party relating to the Project Data; and (iii) any epidemiological reports from outside Israel related to the Product, provided by Pfizer.

1.12 "Term" As defined in Section 4.1.

2. THE PROJECT

2.1 Objective of the Project.

To measure and analyze epidemiological data arising from the Product rollout, to determine whether herd immunity is achieved after reaching a certain percentage of vaccination coverage in Israel.

2.2 Principles of Collaboration.

The Parties agree that the Project is intended to generate and analyze epidemiological and population-level vaccine effectiveness data, vitally necessary for public health purposes that may inform vaccine technical recommendations globally. The data generated by the Project is aimed at helping end the global COVID-19 pandemic for the benefit of all patients inside and outside of Israel. The Project will be based on the current medical literature, and guidelines adopted by respected medical bodies.

To conduct the Project and measure population level impact of the Product, MoH is relying on receipt of Product doses, in accordance with the terms of the Manufacturing and Supply Agreement, as may be amended from time to time, and on the product delivery rate by PFIZER to allow maintaining vaccination rate sufficient to achieving herd immunity and enough data as soon as possible, and should be agreed by the two parties. Nothing in this Agreement shall modify or amend in any way the terms of the Manufacturing and Supply Agreement. In case of a conflict between the terms of the Manufacturing and Supply Agreement and this Agreement in regard to the manufacturing and supply of the Product,, the terms of the Manufacturing and Supply Agreement will control. [redacted]

[redacted]

2.3 Collaboration Governance.

During the Term, unless the Parties mutually agree to a different frequency, the Parties shall meet weekly by video conference/tele conference at a mutually convenient time to review and discuss the status of the development and implementation of the Project. Project team members shall be determined by the Parties. Each Party shall be responsible for its own costs associated with any meetings.

3. FUNDING/CONTRIBUTION OF THE PARTIES

No funding will be provided under this Agreement. Project Data is collected on a routine basis by MoH for epidemiological, logistical and oversight purposes to monitor pandemic and vaccination status, including data detailed in Exhibit A. To maintain the viability and relevance of the Project, MoH will use its best efforts to ensure timely reporting to PFIZER in accordance with Exhibit B. Both Parties acknowledge that the viability and success of the Project is dependent on the rate and scope of vaccinations in Israel. [redacted] MoH will assure rapid distribution, deployment, and use of the Product, maintaining all Product storage requirements and ensuring patient safety while ensuring timely and accurate collection of epidemiological data, under applicable regulatory requirements.

PFIZER will collaborate with the MoH in the Project by providing, subject to PFIZER'S assessment, qualified PFIZER colleagues and consultants with technical knowledge and subject matter expertise in infectious disease, respiratory disease, vaccines, epidemiology, infectious disease modeling, data analysis and public health, and by providing the MoH with the Pfizer Data, subject to applicable legal requirements and based on PFIZER's reasonable determination.

MoH will share aggregate Project Data with Pfizer and the Parties will jointly analyze such Project Data. MoH reserves the right to continue analyzing and reporting Public Health data collected by the MoH, and information about product safety and efficacy, publicly. MoH and Pfizer will jointly report in submission(s) for publication, to peer-reviewed scientific or medical journals, the results of the Project. PFIZER will provide to MoH the Results of Project analyses conducted by PFIZER or its consultant.

4. TERM AND TERMINATION

4.1 Term.

This Agreement and the obligations of the Parties hereunder shall commence upon its execution, and shall survive until completion of the Project, unless sooner terminated pursuant to the provisions of Section 4.2 (the "**Term**").

4.2 Events of Termination.

This Agreement shall be terminated upon the first to occur of any of the following events (each, an "**Event of Termination**"):

4.2.1 the expiration of the Term;

4.2.2 the written agreement of the Parties hereto to terminate this Agreement;

4.2.3 if PFIZER or the MoH determines that a Project is scientifically futile;

[redacted]

4.2.4 in the event of a catastrophe, such as severe patient safety issue with the Product resulting in a recall of the Product, requiring early termination of the Project;

4.2.5 in the event of a material breach of this Agreement, the Party alleging such breach gives written notice thereof to the other Party and such Party fails to cure the breach within thirty (30) days of such written notice;

4.2.6 either (i) any law, rule or regulation is amended or promulgated, or any new interpretation is made or given of any law, rule or regulation or (ii) any legal action, including any investigation, is commenced by a governmental agency against either of the Parties hereto or their Affiliates which in the case of either (i) or (ii), (x) can reasonably be expected to have a material adverse effect on such Party's ability to fulfill its obligations under this Agreement or (y) renders illegal or unenforceable material obligations of the other Party under this Agreement; provided, however, that at least 30 days prior to giving notice of termination, the terminating Party has notified the other Party of its intention to give such notice of termination and has made reasonable efforts to work with the other Party to modify this Agreement so as to preserve its essential purpose while at the same time making the effect of the event specified in clause (i) or (ii) of this Section 4.2(d) not materially adverse to the terminating Party or any of its Affiliates;

4.2.7 either Party may terminate this Agreement if the other Party breaches any of the Representations and Warranties contained in this Agreement.

4.3 Effect of Termination.

Except as set forth in the next sentence, termination of this Agreement pursuant to Section 4.2 shall terminate all obligations and liabilities of the Parties hereunder (or with respect to the individual Project being terminated, as applicable) except for obligations and liabilities previously accrued. Sections 5, 6, 7, and 8 shall survive any termination of this Agreement. For the avoidance of doubt, Pfizer is not obligated to return or destroy Project Data or Results, including after termination of this Agreement.

5. CONFIDENTIALITY

5.1 "**Confidential Information**" means, other than Exempt Information (defined below), any and all information, in whatever form or manner presented, and (a) relates to a Party's business/operations or plans thereof, technology, research, finances, or any other confidential or proprietary information that PFIZER or MoH, may disclose through their employees or consultants under this Agreement to the other Party; (b) is or contains Identifiable Health Information; (c) Pfizer Data; or (d) is Project Data or Results, unless such Project Data or Results, in the case of Project Data or Results prepared or compiled by MoH, is considered public health data. "**Exempt Information**" means information that the receiving Party can demonstrate (a) was lawfully in its possession prior to the time of disclosure; (b) is or becomes public knowledge through no fault, omission, or other act of the receiving Party; (c) is obtained from a third Party lawfully entitled to possession of such information and under no obligation of confidentiality to the disclosing Party; or (d) was independently collected or developed by or for the receiving Party without violating the terms of this Agreement. MoH is entitled to publicly disclose this Agreement, subject to reasonable redaction of any Confidential Information, to be agreed upon by the Parties.

5.2 The Parties, and each of its employees, agents, subcontractors, affiliates and other representatives ("Representatives"), shall not, either during or after the term of this Agreement disclose any Confidential Information to any third Party without the approval of the disclosing Party; or (b) use Confidential Information for its own benefit or advantage, other than in the performance of this Agreement.

Each Party shall safeguard the Confidential Information of the other Party with the same degree of care as it holds its own confidential information of like kind, which shall be no less than a reasonable degree of care. No Identifiable Health Information shall be shared between the Parties and the MoH shall provide the Project Data solely in a form rendered anonymized by MoH in accordance with the Regulatory Requirements such that the Project Data could not reasonably be used to re-identify the identity of an individual. If Identifiable Health Information is inadvertently shared by either Party, it shall be treated as Confidential Information by the receiving Party, immediately returned to the disclosing Party, and destroyed by the receiving Party.

5.3 In the event that a Party is required by applicable law, regulation or legal process to disclose any Confidential Information of the other Party, such receiving Party will: (a) notify the disclosing Party immediately so that the disclosing Party may seek a protective order or other appropriate remedy and cooperate with disclosing Party in such efforts at the expense of the disclosing Party, (b) disclose only that portion of the Confidential Information which its legal counsel determines it is required to disclose, and (c) exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information.

5.4 Any and all written Confidential Information received by a Party Pursuant to this Agreement shall be returned to the disclosing Party along with all copies of the same, or shall be destroyed, upon the request and at the option of the disclosing Party.

5.5 MoH will keep and safely maintain, at its expense, the Project Data, for a period determined by Israeli applicable laws and regulations, but no less than fifteen (15) years after Agreement termination, (the "Retention Period").

6. INDEMNIFICATION; LIMITATION OF DAMAGES AND LIABILITY

[redacted]

[redacted]

7. REPRESENTATIONS AND WARRANTIES

7.1 Each Party covenants, represents and warrants to the other Party that such Party has full right, power and authority to enter into this Agreement and there is nothing which will prevent it from performing its obligations under the terms and conditions of this Agreement;

7.2 Each Party covenants, represents and warrants that it shall, in its respective performance of this Agreement and the Project, take all actions necessary and appropriate to assure that it complies with (a) the terms of this Agreement, including any applicable Project plans and other attachments hereto, and (b) the Regulatory Requirements. Each Party warrants and undertakes that it has obtained all necessary regulatory approvals and permits required under law to transfer or receive the Project Data, as applicable, and there is no impediment under any law to execute this Agreement. MoH has determined that no IRB or privacy board approvals are required for the Project.

[redacted]

7.3 Each Party covenants that all materials, work product and documentation created pursuant to this Agreement shall not infringe upon any patent, copyright or other intellectual property rights of any third party.

7.4 Each Party covenants, represents and warrants to the other Party that such Party is not debarred by any applicable authority, including under subsections 306(a) or (b) of the federal Food, Drug, and Cosmetic Act, as amended, is not on the U.S. Government Suspension and Debarment List; HHS OIG Excluded Parties List; or any similar disqualification lists, licensure restrictions, disciplinary sanctions, or enforcement action against scientists, health care providers, or research professionals under the laws of Israel, the U.S. or any other jurisdiction and it has not and shall not use in any capacity the services of any person or entity, including any individuals, agents, employees, subcontractors, customers, healthcare providers, hospitals, pharmacies, clinics and any other relevant party that is involved, directly or indirectly, in the activities under this Agreement, that has been debarred by any such applicable authority with respect to this Agreement. Such Party shall immediately notify the other Parties in the event that it, its subcontractors or any of its or their employees becomes debarred or excluded during the Term of this Agreement. Such Party acknowledges that such debarment shall be grounds for termination of this Agreement by the other Parties for cause.

7.5 Each Party represents and warrants that the services performed under this Agreement do not and will not involve the counseling or promotion of a business arrangement or other activity that violates applicable law. Each Party further represents and warrants that it has not and will not in the future directly or indirectly offer or pay, or authorize the offer or payment, of any money or anything of value in an effort to influence any government official or any other person in order for Pfizer to improperly obtain or retain business or to gain an improper business advantage, and, has not accepted, and will not accept in the future, such a payment. Each party further represents and warrants that MOH has been provided with a copy of Pfizer's International Anti-Bribery and Anti-Corruption Principles (attached hereto as Exhibit C) and will communicate such principles to all persons acting on its behalf in connection with the Project, including agents or subcontractors. For the avoidance of doubt, nothing in this Agreement shall be construed to (a) obligate MoH to grant regulatory approval, promote, prescribe, purchase, order or recommend, or arrange for the promotion, prescription, purchase, order or recommendation of any products manufactured and/or marketed by PFIZER, or (b) obligate MoH to place any products manufactured and/or marketed by PFIZER on MoH's formularies (e.g., formularies MoH operates or maintains on behalf of itself) or third parties (such as sick funds) formularies.

7.6 Each Party represents and warrants the services and any transfers of value provided by the respective Party, are in no way based upon the value or volume of purchases or business between the Parties.

7.7 Compliance with Global Trade Controls: The activities covered by this Agreement may be subject to Global Trade Control Laws. Parties will perform their respective obligations under this Agreement in full compliance with all applicable Global Trade Control Laws.

7.7.1 Each Party represents and warrants that such party and its respective owners, directors, and officers are neither a Restricted Party, nor owned or controlled by a Restricted Party. With respect to the activities performed under this Agreement, each Party confirms that Affiliates, agents, employees, or subcontractors directly or indirectly involved in the activities contemplated under this Agreement are not Restricted Parties and that no such Restricted Parties will be engaged in any activities contemplated under this Agreement or delegated any activities contemplated under this Agreement. In the event that any of these representations change during the Term of this Agreement, the Party connected with such a person or entity will immediately inform the other Party and suspend all related activities and payments under this Agreement until the Parties agree to move forward.

Notwithstanding any cure periods set forth herein, the Parties acknowledge that designation as a Restricted Party shall be grounds for immediate termination of this Agreement, in whole or in relevant part, by the other Party, for cause, with no cure period.

7.7.2 Parties must include this and all Global Trade Control Laws provisions above, as well as related definitions, in any contract or agreement necessary to perform , or related to the performance of the discount arrangement under this Agreement.

7.8 PFIZER shall not use the Project Data for any purpose and in any manner which does not serve to improve healthcare, public health, or is discriminatory in respect of insurance or employment or has otherwise an inappropriate social purpose, and (ii) perform or enable to perform in any way, any activity that may result in exposing the identity or identifying data of individual patients, in relation to the Project Data, including de-anonymizing or (re)identifying the Project Data in any way.

7.9 The MoH warrants, represents and covenants that it has obtained all necessary regulatory approvals and permits required under law to transfer and grant the license to the Project Data.

8. OWNERSHIP

8.1 Each Party owns its respective Intellectual Property created or developed outside this collaboration and prior to the date of this Agreement and all modifications, improvements or changes in or to such pre-existing Intellectual Property (the foregoing being referred to as a Party's "**Intellectual Property**"). For the avoidance of doubt, the Project Data (but not Pfizer Data) is owned by the MoH or the respective health organization and its transfer shall not affect the rights therein, other than the licenses granted under this Agreement.

8.2 Unless otherwise agreed to in this Agreement, any Intellectual Property which is jointly developed by MoH and PFIZER ("**Joint Intellectual Property**"), shall be jointly owned by MoH and PFIZER [redacted]

8.3 As between PFIZER and MoH, PFIZER shall own all right, title and interest in and to the Product, including any Project Intellectual Property included or incorporated into, or useful to, the Product, excluding public health data collected by the MoH [redacted].

8.4 PFIZER shall have the right to use the Project Data for research and development purposes, for submission to the competent authorities, scientific, publication (subject to the provisions of Section 9) and other legitimate business purposes.

9. PUBLICATIONS AND PUBLICITY

9.1 Publications.

9.1.1 PFIZER and MoH will jointly prepare and publish the Results in submission(s) for publication, to peer-reviewed scientific or medical journals. Nothing in this Agreement shall prevent the MoH from continuing to disseminate Project Data or other data collected by the MoH, other than Results of the Project objective

[redacted]

specified in Section 2.1, to the public on a regular basis or as required for public health reasons and according to Israeli laws, or prevent MoH from possessing and analyzing such data, independent of this agreement and making publications thereof. Nothing in this Agreement shall prevent PFIZER from making publications using publicly available data. All publications involving the Project, will acknowledge the role of MoH and Pfizer in the Project.

Without derogating from the generality of the above, to the extent that PFIZER and MoH cannot agree on a joint publication within a reasonable time, or to the extent that PFIZER or the MoH wishes to make further publications of data and results from this Agreement other than a joint publication, each Party will provide to the other Party with a copy of the publication [redacted] days prior to the date of submission for publication or of public disclosure to review such material. During its review period, the other Party may provide input, make factual corrections, and request the deletion of any reference to the other Party's Confidential Information from the proposed disclosure or publication. All disclosures and publications must expressly acknowledge the other Party, unless such Party objects to such acknowledgment. To the extent the Parties cannot resolve disputes regarding publications they shall escalate such matters to a good faith discussion between PFIZER's [redacted] and Sharon Alroy-Preis, MD, MPH, MBA.

9.2 Publicity.

9.2.1 The Parties will issue a press release or public announcement, either joint or solo (as agreed), about this Agreement, including, information regarding the Project, it's terms and time after the Effective Date; once content of such an announcement is mutually agreed upon. All other public announcements (e.g., press releases) about this Agreement shall be mutually agreed upon and issued at a time mutually agreed by the Parties, except to the extent disclosures are required by law or necessary to respond to requests of state or federal regulators. Timely written notice shall be provided to the other Party if a Party is required to make such disclosures. During the course of this Agreement, if either Party desires to make a public announcement about this Agreement or the program, such Party shall give reasonable prior advance notice, but in no event less than [redacted] days notice, of the proposed text to the other Party for its prior review and approval.

9.2.2 Except as authorized in this Section, neither Party shall use the corporate or product name or logo of the other Party in any presentation, including publications, news releases, promotional materials, advertisement, or other public announcement, whether written or oral, without the prior written approval of the other Party.

10. GENERAL

10.1 Relationship of the Parties. PFIZER and MoH acknowledge and agree that nothing herein contained is intended to constitute them as employer/employee, joint ventures or partners, it being their intention that each Party shall have an independent relationship with the other Party. PFIZER and MoH acknowledge and agree that the personnel employed by each Party in connection with any work to be performed pursuant to this Agreement shall remain at all times employees or hired consultants of such Party, and such Party shall remain solely liable for all aspects of the employment of such persons including,

[redacted]

recruitment, termination, training, promotion, compensation, benefits, payroll taxes, severance pay, and all other deductions or payments to be made by employers for or on behalf of employees.

10.2 Compliance with Laws**.** MoH and PFIZER shall, in their respective performance of this Agreement, take all actions necessary and appropriate to assure that they comply with all Regulatory Requirements.

10.3 Hierarchy of Terms. The terms and conditions of this Agreement shall apply to any and all Exhibits or other attachments to this Agreement executed by the Parties that reference this Agreement. In the event that there are any conflicts between the terms of this Agreement and the terms of any such Exhibits or other attachments to this Agreement, the provisions of this Agreement shall control. The terms of this Agreement and the applicable Exhibits and other attachments, to this Agreement shall be controlling over any terms of any sales acknowledgement, invoice or other such documents issued by either Party.

10.4 Non-Exclusivity. Nothing in this Agreement shall be interpreted to impose any obligation of exclusivity of either Party; and either Party shall be free to work with other third Parties subject to the terms of this Agreement, including, but not limited to pharmaceutical companies, in development of programs and services similar to those programs and services set forth in this Agreement.

10.5 Assignment. No Party shall assign any of its rights or any of its duties under this Agreement, without the prior written consent of the other Parties hereto. Any such attempted assignment of rights or delegation of duties without the prior written consent of the other Parties shall be void and ineffective. Any such assignment, or delegation consented to by a Party shall not relieve the other Party of its responsibilities and liabilities hereunder.

10.6 [redacted] No modification, change or amendment of this Agreement shall be binding upon the Parties unless contained in a writing signed by a duly authorized agent for each respective Party and specifically referring hereto or thereto.

10.7 Notices. Any notice required to be given hereunder shall be in writing and shall be deemed to have been given: (a) when received, if delivered in person, (b) on the third business day following the mailing thereof, if mailed by certified first class mail, postage prepaid, return receipt requested, (c) on the next business day after mailing by overnight courier service , or (d) on the day sent by electronic mail; provided, however, in the case of electronic mail, the sender shall follow-up with a telephone call to confirm receipt unless the recipient acknowledges receipt by return electronic mail, in any such case to the addresses specified below:

Israeli Ministry of Health
Attn: Dr. [redacted]
39 Yirmiyahu St.
Jerusalem 9101002
Email: [redacted]@moh.gov.il

PFIZER INC.
Dr. [redacted]
Pfizer Vaccines Medical
235 East 42nd Street
New York, New York 10017

[redacted]

cc: PFIZER INC.
Attn: General Counsel
235 East 42nd Street
New York, New York 10017

PFIZER or MoH may, by written notice to the others, change the addresses and names given above.

10.8 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of PFIZER and MoH their respective successors and permitted assigns.

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

10.10 Dispute Resolution.

[redacted]

[redacted]

[redacted]

[redacted]

10.11 Expenses. Each of the Parties hereto shall bear all expenses incurred by it in connection with the negotiation and preparation of this Agreement and the consummation of the transactions contemplated hereby and preparation therefore, including, without limitation, any taxes incurred in connection with the consummation of the transactions contemplated by this Agreement.

10.12 Independent Parties. The Parties hereto are independent contractors engaged in the operation of their own respective businesses. No Party is, or is to be considered as, the agent or employee of the other for any purpose whatsoever. No Party has the authority to enter into contracts or assume any obligations for the other Party or make any warranties or representations on behalf of the other Party. Nothing in this Agreement shall be construed to establish a relationship of co-partners or joint ventures between the Parties.

10.13 Third Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party, including, without limitation, any creditor of any other party hereto. No such third party shall obtain any right under any provision of this Agreement or shall by reason of any such provision make any claim in respect of any debt, liability or obligation (or otherwise) against any Party hereto.

10.14 Counterparts. This Agreement may be signed in any number of counterparts, each of which for all purposes shall be deemed an original, but all of which together shall constitute one and the same document.

10.15 Severability. Should any part, term or condition hereof be declared illegal or unenforceable, the validity of the remaining portions or provisions of this Agreement shall not be affected thereby and the illegal or unenforceable portions of the Agreement shall be enforceable to the fullest extent allowed by law, while leaving the remaining portions of this Agreement intact.

10.16 Headings. The headings of the Sections of this Agreement are inserted as a matter of convenience and for reference purposes only, are of no binding effect, and in no respect define, limit or describe the scope of this Agreement or the intent of any Section.

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

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

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

[redacted]

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be duly executed in its name and on its behalf, all on the date first above written.

ISRAELI MINISTRY OF HEALTH

By:_____
Name: Prof. Chezy Levy, M.D., M.H.A.
Title: Director General

PFIZER INC.

By:_____
Name [redacted]
Title: [redacted], Pfizer Vaccines

[redacted]

Exhibit A

MoH and PFIZER will collaborate on analyses of the data points listed in this Exhibit A. MoH will provide PFIZER with the data specified in Exhibit B.

Endpoints ***(beginning and ending dates to be mutually agreed by the Parties)***
• Confirmed COVID-19 cases/week • Confirmed COVID-19 hospitalizations/week • Confirmed COVID-19 severe/ critical cases /week • Confirmed COVID-19 ventilator use/week • Confirmed COVID-19 deaths/week • Symptomatic cases/week • Weekly numbers of vaccinees, as total and by age and other demographic subgroups. • Number of cases per week by age groups, and other demographic factors. • Additional subgroup analyses and vaccine effectiveness analyses, as agreed by the Parties
Additional potential analyses: • Direct medical costs averted based on modeled impact of national vaccination program on outpatient visits, hospitalizations, ICU admissions, etc.

[redacted]

Exhibit B

DATA TRANSFER REQUIREMENTS

MoH will transmit to PFIZER in electronic form aggregate pandemic data as described in this Exhibit. MoH will use a mutually agreeable electronic transmission method that protects the security and integrity of the data.

1. STATUS REPORTS

MoH will provide to PFIZER weekly data transfers that include the following information:

1.1 Epidemiological Data

Each data transfer will include, at a minimum, current counts of the following:

- Confirmed COVID-19 cases/week
- Confirmed COVID-19 hospitalizations/week
- Confirmed COVID-19 severe/ critical cases /week
- Confirmed COVID-19 ventilator use/week
- Confirmed COVID-19 deaths/week
- Symptomatic cases/week
- Weekly numbers of vaccinees, as total and by age and other demographic subgroups.
- Number of cases per week by age groups, and other demographic factors.

2. ANCILLARY DOCUMENTS

Both parties will provide to each other as needed the following Ancillary Documents:

2.1 If relevant an electronic "Data Dictionary" consisting of all data variables used, annotated with variable names and corresponding datasets;

2.2 documentation of statistical programming algorithms used to create the analysis datasets, methodologies used to convert source data into output (derived) data; and relevant statistical analysis assumptions or plans; if needed to understand the datasets (*e.g.*, Statistical Analysis Plan, List of Tables, programming plan);

2.3 any other documentation as may reasonably be requested by either party and mutually agreed upon by both parties.

2.4 Transfer Schedule.

MoH will transfer aggregate epidemiological data to PFIZER: (i) weekly; (ii) at the end of 1 year for any residual data both parties mutually agreed upon and other frequency mutually agreed upon. MoH will work with PFIZER if changes are needed in the data formatting or transmission process to ensure data quality and usability. Analysis of the data associated with the vaccination project will be independently or jointly performed by MOH and Pfizer and shared with the other Party. Any analysis/results Pfizer may perform will be shared with the MOH to discuss and finalize jointly.

Exhibit C

PFIZER'S INTERNATIONAL ANTI-BRIBERY AND ANTI-CORRUPTION PRINCIPLES

1. Pfizer's Policy

Pfizer has a long-standing policy forbidding bribery and corruption in the conduct of our business in the United States or abroad. Pfizer is committed to performing business with integrity, and acting ethically and legally in accordance with all applicable laws and regulations. Pfizer expects the same commitment from the collaborators, consultants, agents, representatives or other companies and individuals acting on Pfizer's behalf ("**Business Associates**"), as well as those acting on behalf of Business Associates (*e.g.*, Subcontractors), in connection with work for Pfizer.

2. Bribery of Government Officials

Most countries have laws that forbid making, offering or promising any payment or anything of value (directly or indirectly) to a Government Official when the payment is intended to influence an official act or decision to award or retain business. "**Government Official**" will be interpreted broadly and means: (a) any elected or appointed Government official (*e.g.*, a legislator or a member of a Government ministry); (b) any employee or individual acting for or on behalf of a Government Official, agency or enterprise performing a governmental function, or owned or controlled by, a Government (*e.g.*, a health care professional employed by a Government hospital or researcher employed by a Government university); (c) any political party officer, candidate for public office, officer, or employee or individual acting for or on behalf of a political party or candidate for public office; (d) any employee or individual acting for or on behalf of a public international organization; (e) any member of a royal family or member of the military; and (f) any individual otherwise categorized as a Government Official under law. "**Government**" means all levels and subdivisions of Governments (*i.e.*, local, regional or national and administrative, legislative or executive). Because the definition of Government Official is so broad, it is likely that Business Associates will interact with a Government Official in the ordinary course of their business on behalf of Pfizer. For example, doctors employed by Government-owned hospitals are considered Government Officials.

3. The FCPA

The U.S. Foreign Corrupt Practices Act (the "**FCPA**") prohibits making, promising or authorizing a payment or providing anything of value to a non-U.S. Government Official to improperly or corruptly influence that official to perform any governmental act or make a decision to assist a company in obtaining or retaining business, or to otherwise gain an improper advantage. The FCPA also prohibits a company or person from using another company or individual to engage in any such activities. As a U.S. company, Pfizer must comply with the FCPA and could be held liable as a result of acts committed anywhere in the world by a Business Associate.

4. Anti-Bribery and Anti-Corruption Principles Governing Interactions with Governments and Government Officials

Business Associates must communicate and abide by the following principles with regard to their interactions with Governments and Government Officials:

4.1 Business Associates, and those acting on their behalf in connection with work for Pfizer, may not directly or indirectly make, promise or authorize the making of a corrupt payment or provide anything of value to any Government Official to induce that Government Official to perform any

governmental act or make a decision to help Pfizer obtain or retain business. Business Associates, and those acting on their behalf in connection with work for Pfizer, may never make a payment or offer any item or benefit to a Government Official, regardless of value, as an improper incentive for such Government Official to approve, reimburse, prescribe, or purchase a Pfizer product, to influence the outcome of a clinical trial, or to otherwise benefit Pfizer's business activities improperly.

4.2 In conducting their Pfizer-related activities, Business Associates, and those acting on their behalf in connection with work for Pfizer, must understand and comply with any local laws, regulations or operating procedures (including requirements of Government entities, such as Government-owned hospitals or research institutions) that impose limits, restrictions or disclosure obligations on compensation, financial support, donations or gifts that may be provided to Government Officials. If a Business Associate is uncertain as to the meaning or applicability of any identified limits, restrictions or disclosure requirements with respect to interactions with Government Officials, that Business Associate should consult with his or her primary Pfizer contact before engaging in such interactions.

4.3 Business Associates, and those acting on their behalf in connection with work for Pfizer, are not permitted to offer facilitation payments. A "facilitation payment" is a nominal payment to a Government Official for the purpose of securing or expediting the performance of a routine, non-discretionary governmental action. Examples of facilitation payments include payments to expedite the processing of licenses, permits or visas for which all paperwork is in order. In the event that a Business Associate, or someone acting on their behalf in connection with work for Pfizer, receives or becomes aware of a request or demand for a facilitation payment or bribe in connection with work for Pfizer, the Business Associate will report such request or demand promptly to his or her primary Pfizer contact before taking any further action.

5. Commercial Bribery

Bribery and corruption also can occur in non-Government, business to business relationships. Most countries have laws that prohibit offering, promising, giving, requesting, receiving, accepting or agreeing to accept money or anything of value in exchange for an improper business advantage. Examples of prohibited conduct include, but are not limited to, providing expensive gifts, lavish hospitality, kickbacks or investment opportunities to induce improperly the purchase of goods or services. Pfizer colleagues are not permitted to offer, give, solicit or accept bribes, and we expect our Business Associates, and those acting on their behalf in connection with work for Pfizer, to abide by the same principles.

6. Anti-Bribery and Anti-Corruption Principles Governing Interactions with Private Parties and Pfizer Colleagues

Business Associates must communicate and abide by the following principles with regard to their interactions with private parties and Pfizer colleagues:

6.1 Business Associates, and those acting on their behalf in connection with work for Pfizer, may not directly or indirectly make, promise or authorize a corrupt payment or provide anything of value to any person to influence that person to provide an unlawful business advantage for Pfizer.

6.2 Business Associates, and those acting on their behalf in connection with work for Pfizer, may not directly or indirectly, solicit, agree to accept or receive a payment or anything of value as an improper incentive in connection with their business activities performed for Pfizer.

6.3 Pfizer colleagues are not permitted to receive gifts, services, perks, entertainment or other items of more than token or nominal monetary value from Business Associates, and those acting on their behalf in connection with work for Pfizer. Moreover, gifts of nominal value are permitted only if they are received on an infrequent basis and only at appropriate gift-giving occasions.

7. Reporting Suspected or Actual Violations

7.1 Business Associates, and those acting on their behalf in connection with work for Pfizer, are expected to raise concerns related to potential violations of these International Anti-Bribery and Anti-Corruption Business Principles or the law. Such reports can be made to a Business Associate's primary point of contact at Pfizer or, if a Business Associate prefers, to Pfizer's Compliance Group by e-mail at corporate.compliance@pfizer.com or by phone at 1-212-733-3026.