

SUPPLY AGREEMENT

Between

[The Government of Colombia]

And

SINOVAC LIFE SCIENCES CO., LTD.
北京科兴中维生物技术有限公司

January 2021

Supply Agreement

This Supply Agreement ("Agreement") is made as of January 27, 2021 ("Effective Date") by and between:

[The Government of Colombia], through The NATIONAL RISK MANAGEMENT FUND, an Autonomous Patrimony created by law, identified by tax ID# 900.978.341-9, acting through FIDUCIARIA LA PREVISORA SA, as representative and administrator in accordance with article 48 of Law 1523 of 2012, legally represented herein by SAÚL HERNANDO SUANCHA TALERO, identified with Citizen ID# 19.472.461 of Bogota D.C, acting as Vicepresident of Trustee Administration "Fiduciaria La Previsora S.A", duly authorized to enter into this agreement by Resolution #039, 2020, issued by the Presidency of FIDUCIARIA LA PREVISORA S.A ("FNGRD");, hereinafter referred to as "Buyer",

The NATIONAL UNIT FOR DISASTER RISK MANAGEMENT represented herein by FERNANDO CARVAJAL CALDERON acting as General Director in charge appointed by Commissioned by Resolution No. 0033 del 2021, who by virtue of Article 48 of Law 1523 of 2012 and Article 7 of Decree 559 of 2020 acts as Expenditure Authorizing Officer of the Subaccount for the Mitigation of Emergencies -Covid 19- of the National Disaster Risk Management Fund ("UNGRD");

And

Sinovac Life Sciences Co., Ltd. (北京科兴中维生物技术有限公司), a company organized and existing under the laws of the People's Republic of China, having its principal office at No.21, Tianfu Street, Daxing Biomedicine Industrial Base of Zhongguancun Science Park, Daxing District, Beijing, P.R. China, hereinafter referred to as "SINOVAC".

Buyer and SINOVAC shall collectively be referred to as "Parties" and individually as a "Party".

WHEREAS

1. SINOVAC is an affiliate of Sinovac Biotech Ltd., a world leading biopharmaceutical research, development, production and marketing company.
2. SINOVAC has developed an inactivated vaccine for prophylaxis SARS-CoV-2 Vaccine (Vero Cell) ("Vaccine").
3. Buyer wishes to enter into this Agreement to purchase from SINOVAC the Vaccine in the form of finished product ("Product").

THEREFORE, the Parties have agreed the terms and conditions hereunder as follows:

Article 1 Supply of the Product, Regulatory Approvals

- 1.1. Buyer will purchase from SINOVAC and SINOVAC agrees to supply to Buyer in total 2,500,000 doses of the Product before 1st May 2021.
- 1.2. For the purpose of supplying the Product in the Colombia ("Territory"), SINOVAC will apply for and obtain the necessary emergency use approvals and/or market authorization and/or product registration from the relevant regulatory authorities in the Territory for the importation and use of the Product in the Territory (collectively "Regulatory Approvals") with the assistance and support of Buyer.
- 1.3. SINOVAC will prepare all the application documents, data and information as required by the regulatory authorities to obtain the Regulatory Approvals ("Application Documents").

- 1.4. SINOVAC shall authorize Buyer to act as its agent to submit the Application Documents to and communicate with the regulatory authorities in the Territory on behalf of SINOVAC.
- 1.5. Buyer undertakes that, in all the forms or any other documents used, filed and submitted by Buyer during the course of applying for the Regulatory Approvals on behalf of SINOVAC, Buyer shall file and record SINOVAC as the manufacturer of the Product and the sole owner of the related intellectual property in the Product, and shall file and record SINOVAC as the holder of the Regulatory Approvals.
- 1.6. During the course of applying for the Regulatory Approval, if Buyer receives any interim approvals, deficiency letter, notices, letters, notification and other written communication from the regulatory authorities in connection with the application for the Regulatory Approval, Buyer shall share such interim approvals, notices, letters, notification and other written communication with SINOVAC by providing SINOVAC, within twenty-four (24) hours upon its receipt without delay, the complete copies thereof and the original copy of such documentation within three business days.

SINOVAC will prepare the response to any request from the regulatory authorities within thirty (30) days or other term as required by the said regulatory authorities.
- 1.7. Buyer shall maintain in confidentiality all the data, information, and documents provided by SINOVAC in connection with the application for the Regulatory Approval.
- 1.8. SINOVAC will bear all the fees, expenses or any other costs charged by the regulatory authorities for the application of the Regulatory Approvals.
- 1.9. Buyer shall immediately hand over, pass, send and deliver to SINOVAC the originals of the full set of any Regulatory Approvals, including all the appendixes and attachments thereto, by international courier once it receives the Regulatory Approvals from the regulatory authorities and send by email a copy of the full set of the Regulatory Approvals.
- 1.10. Buyer and SINOVAC acknowledge and confirm that Buyer does not and shall not obtain or hold any right or interest in the Regulatory Approvals and SINOVAC shall be the sole owner and holder of the Regulatory Approvals and hold all the right and interests in the Regulatory Approvals.
- 1.11. In the event that SINOVAC fails to obtain the Regulatory Approvals by 5 February 2021, this Agreement shall automatically terminate unless both Parties agree otherwise in writing.

Article 2 Purchase Order

- 2.1 Within thirty (30) days of obtaining the Regulatory Approvals, Buyer shall submit to SINOVAC, at least [ninety (90)] days in advance of the Date of Delivery required by Buyer, the purchase order following the schedule below, in the format as set forth on Appendix A attached hereto ("**Purchase Order**"), for 2,500,000 doses of the Product via facsimile transmission or any other non-verbal electronic means (including email transmission).

Estimate Delivery Date	Quantity (Doses)
Before 1 st March	200,000
Before 1 st April	1,000,000
Before 1 st May	1,300,000

- 2.2 The Purchase Orders placed by Buyer shall set forth the expected date of delivery ("**Date of Delivery**").
- 2.3 Together with the Purchase Order, Buyer shall provide to SINOVAC a list of the documents required by the government authorities in the Territory for Buyer to import and use of the Product in the Territory, together with necessary details of such documents.

- 2.4 Within ten (10) business days of receiving the Purchase Order, subject to that SINOVAC has received by email a copy of the full set of the Regulatory Approvals, SINOVAC shall confirm whether it can fill the Purchase Order or not. If the Purchase Order can be filled, SINOVAC shall send to Buyer a notice of confirmation in writing.
- 2.5 Both Parties confirm that once the Purchase Order is confirmed by SINOVAC, Buyer shall not change, amend, or cancel the Purchase Order.
- 2.6 For avoidance of doubt, if there is any discrepancy between this Agreement with the Purchase Order, the terms and conditions of this Agreement shall prevail.

Article 3 Purchase Price and Trade Term

- 3.1 SINOVAC will charge and Buyer will pay for the Product, to be supplied and sold to Buyer under this Agreement, at the unit price of USD 17.8 per dose for vial package ("Unit Price").
- 3.2 The Unit Price is quoted at the price in the mode of transport of FCA in the currency of U.S. Dollars and does not include sales taxes, value added taxes or similar taxes or fees which shall be paid by Buyer. Unless otherwise provided in this Agreement, the term FCA shall be construed in accordance with the INCOTERMS (2020) of the International Chamber of Commerce (ICC).
- 3.3 The total purchase price for 2,500,000 doses of the Product purchased and supplied under this Agreement shall be USD 44,500,000 ("Purchase Price").
- 3.4 The Parties shall strictly keep all the Unit Price and all the information related to the Unit Price as Confidential Information and shall not disclose such to any third party without SINOVAC's prior written consent.

Article 4 Payment

- 4.1 Upon SINOVAC's confirmation of the Purchase Order, SINOVAC shall within ten (10) business days issue to Buyer a Pro Forma Invoice, in the format as set forth on Appendix B.
- 4.2 SINOVAC and Buyer agree to settle the Purchase Price under this Agreement according to the following schedule:
- (i) Within five (5) working days of the Effective Date, Buyer shall pay to SINOVAC 20% of the full Purchase Price, i.e. USD 8,900,000
 - (ii) Within five (5) working days after SINOVAC's confirmation of the Purchase Order, Buyer shall pay to SINOVAC 30% of the total purchase price under said Purchase Order; and
 - (iii) No later than five (5) working days before the scheduled Date of Delivery indicated in the Purchase Order, Buyer shall pay to SINOVAC 50% of the total purchase price under said Purchase Order.
- 4.3 If Buyer delays in making any payment of the Purchase Price, the Date of Delivery shall be postponed accordingly unless both Parties agree in writing not to postpone the Date of Delivery and Buyer shall pay SINOVAC a penalty equivalent to 0.1% of the overdue Purchase Price per day, calculated from the date of default to the date when the Purchase Price is actually paid.
- 4.4 If Buyer delays in making the payment of the Purchase Price for more than one (1) month, the Purchase Order and this Agreement shall be automatically terminated unless both Parties agree in writing to continue to perform and complete the Purchase Order and this Agreement, but with the Date of Delivery postponed accordingly.

- 4.5 All the payments under this Agreement shall be paid in U.S. Dollars by direct bank transfer to the bank designated by SINOVAC as below:

Account Name: Sinovac Life Sciences Co., Ltd.

Company address: Building 1, No. 21, Tianfu St, Daxing Biomedicine Industrial Base of Zhongguancun Science Park, Daxing District, Beijing, P.R.China

Bank Name: Citibank (China) Co.,Ltd. Beijing Branch

Bank Address: 17F Excel Center, No.6 WUDINGHOU Street, XICHENG District, Beijing CHINA.

Account Number: 1776547049

Swift Code: CITICNSXBJG

Article 5 Delivery of the Product

- 5.1 Buyer shall at its cost engage and contract a carrier which can provide appropriate cold-chain transportation, carriage and storage of the Product with temperature controlled between two (2) to eight (8) Celsius degrees ("Carrier") to take the shipment of the Product delivered by SINOVAC from Beijing Capital International Airport or Beijing Daxing International Airport ("Place of Delivery").
- 5.2 After the Purchase Order is confirmed and at least five (5) business days before the scheduled Date of Delivery, Buyer shall inform SINOVAC in writing the details of the Carrier and the exact point of delivery designated by the Carrier ("Point of Delivery").
- 5.3 If Buyer wishes to change the Date of Delivery, it shall notify SINOVAC at least three (3) business days in advance in writing.
- Buyer shall bear and pay the additional costs incurred by SINOVAC due to the change of the Delivery Date, including but not limited to storage fees, warehouse costs, and penalties charged by warehouses.
- 5.4 After receiving the full payment of the purchase price for a Purchase Order, SINOVAC shall pass and deliver the Product under relevant Purchase Order to and at the disposal of the Carrier at the Point of Delivery on the scheduled Date of Delivery.
- 5.5 SINOVAC shall at its own costs provide and use the packages and wrapping fit for the transportation of the Product and ensure that due and proper remarks be made on the packages.

Article 6 Import and Export of the Product

- 6.1 SINOVAC shall at its own risks and costs obtain the export license or other official authorization and carry out all customs formalities for the export of the Product out of China.
- 6.2 Buyer may at its sole discretion and at its own expense procure and purchase insurances against the risks during the air carriage of the Product and any additional insurance as needed.
- 6.3 Buyer must obtain, at its own costs, all the import licenses, permits or other official authorizations and carry out and complete all the customs formalities necessary for the import of the Product into the Territory.
- 6.4 One Party shall provide the other Party, at the request of the other Party and at the risk and costs of the other Party, any assistance in obtaining such export license, import license or other official authorization necessary of the export of the Product out of China and import of the Product into the Territory.
- 6.5 Buyer shall bear and pay all the duties, taxes and other charges as well as the costs of carrying out and completing the customs formalities payable in relation to the import of the Product into the Territory.

- 6.6 Buyer shall keep the full records of the conditions of temperature during the storage and transportation of the Product from the point where Buyer collects the Product from the Carrier until the Product is transported to the warehouse of Buyer.
- 6.7 Buyer shall store in its own facility or warehouse the Product in locked and secured areas with appropriate conditions of temperature controlled between two (2) to eight (8) Celsius degree all the time, monitored and recorded by daily checker and registration, as indicated in the label and the Certificate of Analysis ("COA") of the Product.
- 6.8 Buyer shall keep the full records of the storage and transportation conditions of temperature during the dispensing transfer of the Product to its customers.
- 6.9 If there is any deviation from the storage conditions as required in the label or the COA of the Product, Buyer shall immediately report the same to SINOVAC in writing.

In case of any such deviation, Buyer shall not use or administer or procure or allow any person to use or administer the Product before the risk analysis has been made by both Buyer and SINOVAC and it has been certified that it is safe to use or administrate the Product.

- 6.10 Any consequences of improper transportation or storage caused by negligence, fault or intention of Buyer shall be borne solely by Buyer.

Article 7 Final Acceptance

- 7.1 Upon the arrival of the Product at the site of Buyer, Buyer shall conduct the examination and inspection of the Product, which shall be the final inspection ("**Final Inspection**"), within ten (10) working days thereof. The Final Inspection shall be conducted to check the Product in respect of the batch production information and the COA, wrapping and packaging, exterior conditions and number of packages, the cold-chain transportation conditions, and further inspect the quantity, specifications and quality of the Product.
- 7.2 If the Product does not have any damage, defect, shortage in quantity or the other non-compliance, and after the examination and inspection to the documents and information shared by SINOVAC to Buyer, as described above in Article 7.1, Buyer shall sign the final acceptance document. Upon the signing of the final acceptance document, the Product shall be deemed as having passed the Final Inspection and Buyer shall be deemed as having finally accepted the Product ("**Final Acceptance**").
- 7.3 If, by the Final Inspection, Buyer has found any damage, defect, shortage in quantity or the other non-compliance, as described above in Article 7.1. Buyer shall record and submit SINOVAC the same in writing, which can serve as the valid basis of making claims of damages from SINOVAC pursuant to Article 8.
- 7.4 Buyer shall make claims of damages in writing from SINOVAC within seven (7) working days of the completion of the Final Inspection on the basis of the written record made accordingly.
- 7.5 The risks of loss of or damage to the Products shall pass from SINOVAC to Buyer at the time of the completion of the Delivery of the Products to the Carrier at the Point of Delivery at the Place of Delivery pursuant to FCA Incoterms 2020. The ownership and title of the Product shall be passed and assigned to Buyer at the time of the Final Acceptance.

Article 8 Claims

- 8.1 SINOVAC shall assure that the quality of the Product is able to meet the specifications as set forth in Appendix C ("**Specifications**").

If Buyer finds the Product is defective or otherwise fails to meet its Specifications (“**Defective Products**”), Buyer shall inform SINOVAC in writing within five (5) business days of such finding, together with all the details and the supporting documents of the finding of such defects or other non-conformity.

- 8.2 SINOVAC shall review the claims made by Buyer and determine whether the defects or non-conformity is due to the reasons of SINOVAC.
- 8.3 If the defects or non-conformity are due to the reasons of SINOVAC, SINOVAC shall at its own costs and at its sole discretion replace the Defective Products. In such a case, SINOVAC shall require Buyer to return to SINOVAC or destroy the Defective Products according to SINOVAC’s instructions and at the costs of SINOVAC. Buyer shall duly comply with SINOVAC’s requests of returning or destroying the Defective Products and shall not sell, use or administer the Defective Products for any purpose.

The Parties will discuss about the timeline for the supply of the replacement of Defective Vaccine by SINOVAC in good faith.

- 8.4 If SINOVAC determines that the defects or non-conformity are caused by the reasons other than the reasons of SINOVAC, such as the events that occurred during the transportation, carriage and storage of the Product by Buyer, SINOVAC shall inform Buyer in writing about its decision and the reasons. In such a case, SINOVAC shall require Buyer to destroy the Defective Products according to SINOVAC’s instructions and at the costs of Buyer. Buyer shall duly comply with SINOVAC’s requests of destroying the Defective Products and shall not sell, use or administer the Defective Products for any purpose.
- 8.5 If SINOVAC and Buyer have disagreement on the reasons of the defect or inconformity of the Defective Product, SINOVAC and Buyer may jointly engage a well-known international third-party testing and inspection body to conduct testing and inspection on the Product. The costs of the inspection and testing will be covered by the Party to which, according to the aforesaid third-party testing and inspection body, the defects are attributable to. The results of such inspection and testing shall be binding on both Parties.

If SINOVAC and Buyer have disagreement on the selection and engagement of the third-party testing and inspection body, the testing and inspection body under the World Health Organization shall be jointly engaged by the Parties.

- 8.6 For avoidance of doubt, SINOVAC and Buyer agree that they will recognize, agree and accept the conclusions made by the third-party testing and inspection body jointly engaged by them and such conclusions shall be the basis for both Parties to settle the claims made by Buyer. The conclusions made by any other third party which one party privately engages in violation of this Article shall be invalid and shall not serve as the basis for both Parties to settle the claims made by Buyer.

Article 9 Adverse Event and Serious Adverse Event

- 9.1 Buyer shall guarantee that the Product shall be only provided to the person permitted by the laws of the Territory and Buyer shall notify SINOVAC about all Serious Adverse Events (“SAEs”) and Adverse Events (“AEs”) reported with the Product, if there is any.
- 9.2 Buyer shall follow the requirements and instructions set out in Appendix D, to provide SINOVAC with all reporting documents about SAEs and AEs, reported with the Product, according to the following timelines:
- All Death cases and Cluster cases, within twenty-four (24) hours, and
 - All SAEs on a case by case basis, within five (5) business days, and
 - All AEs, on a quarterly basis, no later than one hundred (100) calendar days,
- of “date of first receipt”.

- 9.3 Before the date of 31 January of each year, Buyer shall provide SINOVAC with all documents which have not been transmitted for the previous year, including "Reporting form for adverse events following immunization (AEFI)", "Reporting form for adverse events following immunization (AEFI) cluster" and "Summary of reports for adverse events following immunization in 20XX".
- 9.4 Buyer and SINOVAC shall sign a safety data exchange agreement, governing their respective responsibilities to report and handle all the cases of AEs and SAEs.
- 9.5 Buyer shall handle the AEs and SAEs pursuant to the laws and regulations of the Territory. If the laws and regulations of the Territory are silent on this, the AEs and SAEs shall be handled according to the laws and regulations of China.
- 9.6 Buyer shall adopt an appropriate liability scheme, including insurance scheme, for taking and discharging all associated liabilities which may arise from the AEs and SAEs reported with the Product in the Territory.
- 9.7 Buyer shall at its own costs procure, place and maintain at all times appropriate and sufficient insurance to cover the claims arising from AEs or SAEs as described in this Article 9 during the Term of this Agreement.
- 9.8 In the case of occurrence of AEs or SAEs, Buyer shall cover, through the insurance Buyer has placed or alternatively, the costs related to the treatment, investigation and hospitalization of the users of the Product who have suffered the AEs or SAEs according to the applicable laws and regulations of the Territory.
- 9.9 In the case of injury or death caused by the AEs or SAEs, Buyer shall be responsible to pay to the users of the Product or their rightful legal heir, through the insurance Buyer has placed or alternatively, reasonable and commensurate economic compensations that Buyer may be required to pay according to the applicable laws and regulations of the Territory.

Article 10 Product Complaint

- 10.1 In the event that Buyer receives any complaint regarding the Product, it shall notify SINOVAC immediately within three (3) working days.
- 10.2 SINOVAC shall conduct an investigation on the complaint and inform the findings to Buyer in writing as requested by the relevant regulatory authorities of the Territory. Buyer shall provide assistance and support to SINOVAC for such investigation and respond to the requirements of the regulatory authorities.
- 10.3 If the Product is found to have manufacturing defect, SINOVAC shall request Buyer to return all such affected Product to SINOVAC, at SINOVAC's costs and shall replace the affected Product on a FCA basis, within sixty (60) calendar days from SINOVAC's request to return being made or within the period of time as agreed by the Parties, at SINOVAC's own expenses. The Parties will discuss about the timeline for the supply of the replacement of the affected Product by SINOVAC in good faith.

Article 11 Product Recalls

- 11.1 Whenever a recall of the Product in the Territory is being contemplated for any reason ("Recalls") by the regulatory authorities in the Territory, the Parties shall without prejudice to their obligations under any governmental regulation in the Territory and prior to making any notification to the regulatory authorities or taking any action and/or communication, promptly consult with each other with the view to decide on the appropriate response or action to make.
- 11.2 Buyer shall bear all the expenses of any Recall resulting from damages or defects in the Product occurring after the Final Acceptance by Buyer, not related to the manufacturing and delivery of the Product by SINOVAC or not related to negligence and/or willful misconduct of SINOVAC.

- 11.3 SINOVAC shall bear all the expenses for the Recalls resulting from SINOVAC's fault, actions or inactions, or for mandatory Recalls imposed by the relevant regulatory authority in the Territory for reasons related to quality and/or safety of the Product.
- 11.4 The Parties shall equally share and bear all the expenses of any Recall other than those resulting from the situations described in Articles 11.2 and 11.3 provided always that such Recall is due to the fault of neither Party.
- 11.5 The expenses of Recalls shall include, without limitation, the value of the recalled Product and the expense of notification and destruction or return of the recalled Product.
- 11.6 Buyer shall notify SINOVAC promptly in writing of any decision of Suspension of Sales/Use or Withdrawal from Market made by the relevant regulatory authorities in the Territory once such decision firstly comes to the knowledge of Buyer.

Article 12 Anti-Corruption

- 12.1 Buyer fully understands that SINOVAC, as a company listed in Nasdaq, US, shall be subject to and comply with the Foreign Corrupt Practices Act ("FCPA") and as the business partner of SINOVAC, Buyer shall also comply with the requirements of FCPA.
- 12.2 Buyer hereby represents and warrants that:
- (a) Buyer will fully comply with the requirements of FCPA.
 - (b) Buyer, its Affiliates or their respective employees, officers, directors, advisors, consultants and attorneys will not and shall not, in any form, directly or indirectly, offer or agree to offer any personal benefits or interests (including but not limited to cash, cash equivalent, securities, gifts, gift cards or vouchers, meals, accommodations, hospitalities, entertainment, sightseeing activities, travel expenses, services, employment offers, loans, donations or contributions, any transfer of value, or other personal benefits or interests) ("**Illegitimate Benefits**") to any government officials, staff of public healthcare institutions, healthcare professionals or business partners to influence any act or decision of those persons with respect of or in relation to the business contemplated under this Agreement in order to gain business opportunities, advantageous position in the market or other commercial or business benefits for Buyer or SINOVAC.
 - (c) Buyer, its Affiliates or their respective employees, officers, directors, advisors, consultants, attorneys have never, in any form, directly or indirectly, offered or agreed to offer and will not offer or agree to offer any Illegitimate Benefits to any personnel of SINOVAC or his/her relatives, which may have inappropriately influenced the selection of Buyer by SINOVAC to perform this Agreement.

"indirectly" in this Article 12.2 includes offering the Illegitimate Benefits to the family members or relatives of the said person or persons otherwise closely related to the person or persons.

- 12.3 If Buyer violates any of the above-mentioned statements, representations and warranties, it shall be deemed as material breach of this Agreement, in which case, SINOVAC shall have the right to terminate this Agreement with a written notice and Buyer shall pay to SINOVAC a punitive penalty equivalent to 50% of the total Purchase Price under this Agreement.

Article 13 Force Majeure

- 13.1 Neither Party to this Agreement shall be liable for any delay or failure in the performance of any of its obligations hereunder, if such delay in whole or in part is due to any unexpected and/or unavoidable events that are out of its reasonable control, including, without limitation, acts of God, fires, storms, floods, earthquakes, riot, strikes, acts of war, civil unrest or intervention of any governmental authority ("**Force**

Majeure Event") provided that such exemption of liability shall be limited to the extent of the influence of the Force Majeure Event.

- 13.2 The Party which has been affected by the Force Majeure Event ("Affected Party") shall immediately inform the other Party of the occurrence of the Force Majeure Event and, within fourteen (14) days thereafter, the Affected Party shall send by commercially available means to the other Party the evidence of the occurrence of the Force Majeure Event, demonstrating the details of the event and the performance of this Agreement that has been affected. When the Force Majeure Event subsides, the Affected Party shall immediately notify the other Party of the same by commercially available means.
- 13.3 Notwithstanding this, in the case of the Force Majeure Event, the Affected Party still has the obligation to take all necessary measures to hasten the performance of this Agreement and minimize the damages and losses to the other Party caused by the Force Majeure Event.
- 13.4 In the event that the Force Majeure Event lasts for more than six (6) months, SINOVAC shall have the right to immediately terminate this Agreement with a written notice to Buyer.

Article 14 Publicity

No Party may disclose in any publicity, or news release or make any public announcement about any part of the contents of this Agreement, the fact that this Agreement is being negotiated or has been signed, the other Party or Parties or their staff members, or the Product, without the prior written consent of the other Party.

Article 15 Term and Termination

- 15.1 This Agreement shall commence on the Effective Date upon signing by the representatives of both Parties and shall remain valid for one (1) year ("Term").
- 15.2 One Party ("Notifying Party") shall have the right to immediately terminate this Agreement with a written notice to the other Party if:
- (i) the other Party has materially breached this Agreement and as a result this Agreement cannot be performed or continued or the objectives of this Agreement cannot be reached;
 - (ii) the other Party fails to take any corrective and remedy measures within the reasonable period stated in the written notice sent by the Notifying Party after the other party (breaching Party) has initially breached this Agreement;
 - (iii) the other Party becomes bankrupt or is threatened, or is the subject of proceedings for liquidation or dissolution, or ceases to carry on business or becomes unable to pay its debts.
- 15.3 One Party shall be liable and compensate the other Party for the losses and damages directly arising from or caused by its breach of contract, negligence, omission, failure to act according to this Agreement.

Article 16 Notice

All the notices and communications required and made under this Agreement shall be submitted to the following representatives of each Party:

For SINOVAC:

Name: Tang Zijian

Position: International marketing Development Manager

Email: tangzj@sinovac.com

For Buyer:

Name: Adriana Lucía Jiménez Rodríguez
Position: Subaccount Manager COVID-19
Email: adriana.jimenez@gestiondelriesgo.gov.co

Article 17 Dispute Resolution

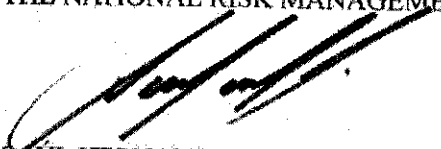


Any dispute in connection with this Agreement or the execution thereof shall be settled friendly through negotiations. In the case that no settlement or no agreement in respect of the extension of the negotiation period can be reached within two (2) months of the arising of the dispute, the dispute shall be submitted to the International Chamber of Commerce ("ICC") to be settled by arbitration in accordance with the International Chamber of Commerce Arbitration Rules ("ICC Rules") in force when the Notice of Arbitration is submitted, which rules are deemed to be incorporated by reference in this Article 17. The seat of the arbitration shall be Singapore. The tribunal shall consist of three arbitrators. The language of the arbitration shall be English. The decision of ICC shall be final and binding on both parties. The arbitration fee shall be borne by the losing Party.

Article 18 General Provisions

- 18.1 The headings of the Articles of this Agreement have been inserted for convenience of reference only and do not constitute a part of interpretation of this Agreement.
- 18.2 A reference to this Agreement includes references to this Agreement and its Appendices as amended, varied, supplemented, replaced and/or restated in any manner from time to time.
- 18.3 Articles 1.7, 3.4, 8, 9, 10, 11, 12, 13, 14, 16, 17 and 18.3 under this Agreement shall survive after the expiration and termination of this Agreement.
- 18.4 Each Party shall act as an independent contractor to perform its obligations under this Agreement. Nothing in this Agreement shall create any partnership, joint venture, or relationship of principal and agent between the Parties. This Agreement does not make either Party the employee, agent or legal representative of the other for any purpose whatsoever. Except the authorization given under this Agreement, neither Party is granted any right or authorization to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party.
- 18.5 No Party shall assign, whether entirely or in part, the rights and/or obligations under this Agreement to any third party without the other Party's prior written consent.
- 18.6 The Appendices to this Agreement shall constitute an integral part of this Agreement.
- 18.7 This Agreement and the Appendices thereto constitute the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and shall supersede all prior discussions, negotiations and agreements between the Parties with respect to the subject matter hereof.
- 18.8 Any amendments and supplements to this Agreement agreed upon by both Parties shall be made and signed in writing by both Parties in the format of written amendments or supplemental agreement.
- 18.9 No failure or delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof except as explicitly provided herein, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power and privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 18.10 If any provision of this Agreement is held by any court or competent authority as void or unenforceable, in whole or part, such invalidity or unenforceability shall not affect any other provisions of this Agreement, and the other provisions of this Agreement shall continue to be valid.

18.11 This Agreement is written and made in English language only.

18.12 This Agreement shall be made and signed in two (2) originals which each Party holding one (1) original and each original shall have the same and equal authenticity and validity.

<p align="center">[Colombia] (signature and stamp here)</p>	<p align="center">SINOVAC LIFE SCIENCES CO., LTD. 北京科兴中维生物技术有限公司 (signature and stamp here)</p>
<p>THE NATIONAL RISK MANAGEMENT FUND</p>  <p>SAÚL HERNANDO SUANCHA TALERO Legal Representative FIDUPREVISORA S.A. Spokesperson and Administrator of the Trust NATIONAL FUND FOR DISASTER RISK MANAGEMENT</p> <p>THE NATIONAL UNIT FOR DISASTER RISK MANAGEMENT</p>  <p>FERNANDO CARVAJAL CALDERON General Director (e) Commissioned by Resolution No. 0033 del 2021 NATIONAL DISASTER MANAGEMENT UNIT Expense Officer FNGRD</p> <p>Date: _____</p>	<p><i>Qiang Gao</i></p>  <p>Name: Qiang Gao Title: General Manager Date: 29th January 2021</p>
<p>In presence of:</p>	<p>In presence of:</p>
<p>Designation:</p>	<p>Designation:</p>
<p>Sign:</p>	<p>Sign:</p>

SAMPLE

Appendix A

PURCHASE ORDER

Buyer's Order Number: INSERT BUYER'S ORDER NUMBER

Order Number: INSERT SELLER'S ORDER NUMBER

DATE: INSERT THE DATE OF THIS ORDER

Buyer: INSERT FULL ENTITY NAME

Address: INSERT ENTITY ADDRESS

Contact Person: INSERT FULL NAME

Contact Number: INSERT CELL NUMBER

Tel: INSERT TELEPHONE NUMBER

Email: INSERT EMAIL ADDRESS

Seller:

Product Name	Description	Quantity	Unit Price (Per Dose)	Amount
		<u>INSERT QUANTITY</u>	<u>USD PRICE</u>	<u>USD INSERT TOTAL AMOUNT</u>

TOTAL: INSERT TOTAL AMOUNT IN WORDS

USD INSERT TOTAL AMOUNT

Shipment Method

FCA INSERT NAMED PLACE OF DELIVERY

Place of Delivery

INSERT CITY, COUNTRY

Expecting Date of Delivery

INSERT DATE

SIGNATURE & SEAL

Legal Representative: INSERT FULL NAME

Signature:

Date:

Company Stamp

Appendix B

PRO FORMA INVOICE

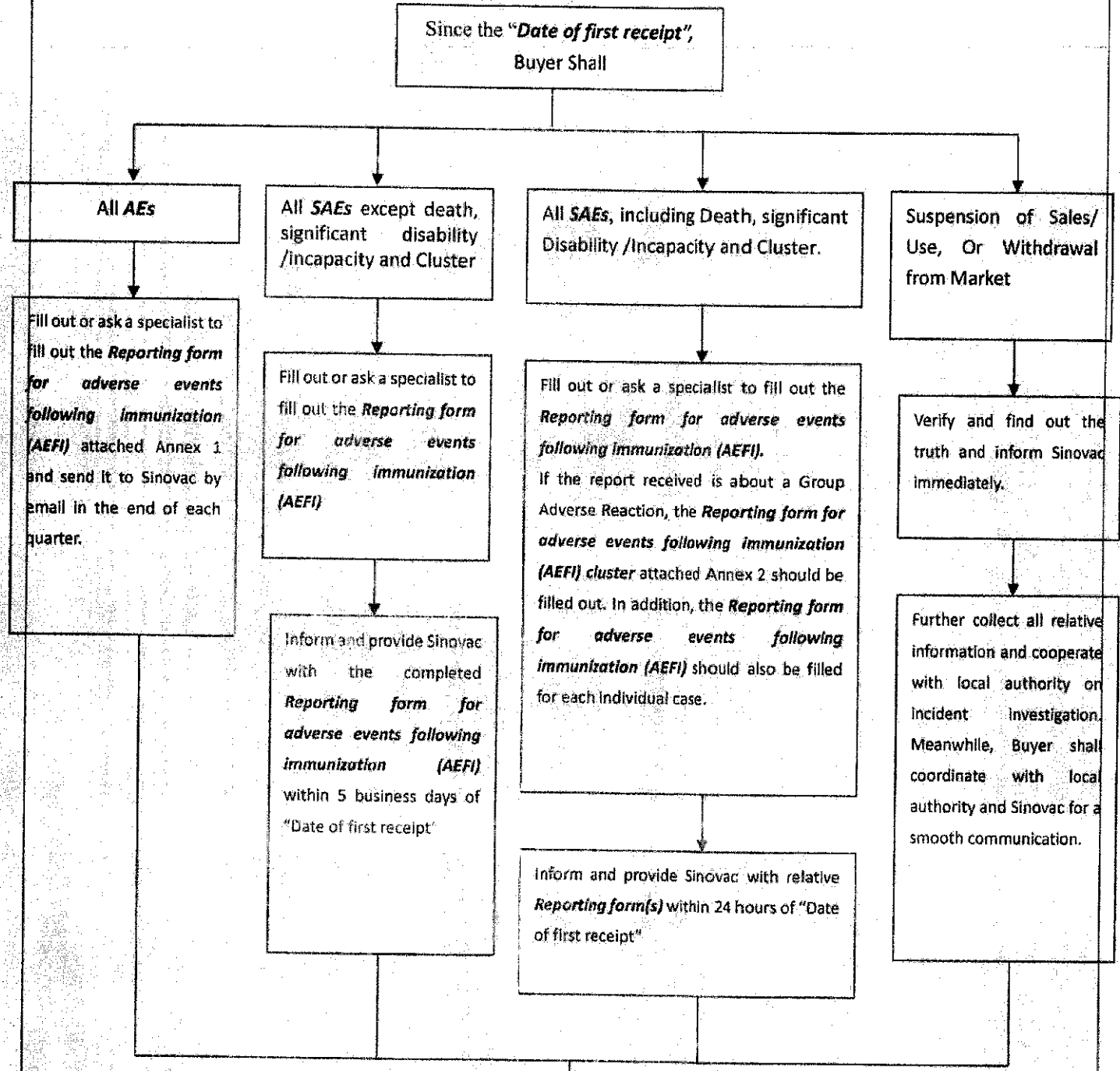
SAMPLE

Date: <u>INSERT DATE</u>				
Pro Forma Invoice Number:		<u>INSERT SELLER'S PFI NUMBER</u>		
Order Number:		<u>INSERT SELLER'S ORDER NUMBER</u>		
Consignee's Name and Address: <u>INSERT BUYER'S FULL ENTITY NAME</u> <u>INSERT BUYER'S ENTITY POST ADDRESS</u>				
Exporter's Name and Address: SINOVAC Life Sciences Co., Ltd				
PRICE AND SHIPMENT				
Means of Transport and Route:		By air transportation from Supply location (City Name) to Receiving location (City Name)		
Price Term:		FCA <u>INSERT NAMED PLACE OF DELIVERY</u>		
Product	Description	Quantity	Unit Price	Total Amount
		<u>INSERT QUANTITY</u>	<u>USD PRICE</u>	<u>USD INSERT TOTAL AMOUNT</u>
TOTAL: <u>INSERT TOTAL AMOUNT IN WORDS</u>				<u>USD INSERT TOTAL AMOUNT</u>
PACKING AND MEASUREMENT				
	Packing (Pieces)	Volume (m³)	Gross Weight(kg)	Net Weight (kg)
	Unit Specification			
	In Total	Number	Number	Number
	Marks	<u>INSERT THE SHIPPING MARKS</u>		
Exporter's Bank Details:				
DECLARATION				
The Product of the Vaccine must be stored between +2°C and +8°C. DO NOT FREEZE.				
We declare that:				
[1] This Pro Forma Invoice shows the actual price of goods described;				
[2] All particulars provided herein are true and correct to best of our knowledge.				
Pro Forma Invoice Maker:			Date:	

Appendix C
Product Specifications

Item	Specification
Identification	Shall contains SARS-CoV-2 virus antigen.
Appearance	Opalescent suspension, stratified precipitate may form which can be dispersed by shaking. No clumps shall be found upon shaking.
Extractable volume	Not less than the indicated volume
pH	6.8-7.8
Aluminum content	0.3-0.6 mg/mL
Sterility	No growth of microorganisms shall be observed.
Abnormal toxicity	Conforms
Bacterial endotoxin	≤ 5EU/dose
Osmolality	250-400 mOsmol/kg
Post-dissociation Antigen content	≥60% of the labelled content

Appendix D
AE and SAE Reporting
Working Procedure of Safety Data Exchange



Before 31 January of each year, Buyer shall provide Sinovac with all documents which have not been transmitted for last year, including "Reporting form for adverse events following immunization (AEFI)", "Reporting form for adverse events following immunization (AEFI) cluster" and "Summary of reports for adverse events following immunization in 20XX" attached Annex 3.

- **“Date of first receipt”**: The date of first receipt of adverse event information (i.e. “clock date”) should be considered as the date of first receipt by any employee of Buyer or a third party such as a partner or a CRO appointed by Buyer. The date of first receipt will be considered as Day 0 for the calculation of transmission and submission timeframes.
- **“Adverse Event” (AE)**: Any untoward medical occurrence in a patient or clinical investigation subject administered a medicinal or pharmaceutical product and which does not necessarily have to have a causal relationship with the treatment. An AE can therefore be any unfavorable and unintended sign (including an abnormal laboratory finding, for example), symptom, or disease temporally associated with the use of a product whether or not considered related to the product.
- **“Serious Adverse Event” (SAE)**: Any untoward medical occurrence that at any dose:
 - ✓ results in death,
 - ✓ is life-threatening,
 - ✓ requires in-patient hospitalization or prolongation of existing hospitalization,
 - ✓ results in persistent or significant disability/incapacity,
 - ✓ is a congenital anomaly / birth defect
 - ✓ medical and scientific judgment should be exercised in deciding whether expedited reporting is appropriate in other situations, such as important medical events that may not be immediately life-threatening or result in death or hospitalization, but may jeopardize the patient or may require intervention to prevent one of the other outcomes listed in the definition above. These cases should also usually be considered as SAEs.

The term “life threatening” refers to an event in which the patient was at risk of death at the time of the event, and it does not refer to an event which hypothetically might have caused death if it were more severe.

- **“Cluster”**: Two or more cases of the same event or similar events related in time, geography, and/or the vaccine administered. National programme managers may decide upon a more precise definition.

Annex 1

Reporting form for adverse events following immunization (AEFI)

Initial Follow-up report AEFI Reporting ID Number:

Type of report: new serious common

Reporting organization: Medical institutions Business enterprise

Manufacturing enterprise Individual Other

Patient name: Telephone : Sex: <input type="checkbox"/> M <input type="checkbox"/> F Weight (kg): Race: Date of birth: (DD/MM/YYYY) // Or age:	Reporter's Name: Occupation: <input type="checkbox"/> doctor <input type="checkbox"/> nurse <input type="checkbox"/> pharmacists <input type="checkbox"/> other Institution, Department & address: Telephone: E-mail: Signature:
---	--

Relevant important information: History of smoking History of drinking pregnancy
History of liver disease History of kidney disease History of allergy Other

Name of vaccines received & concomitant medication (if exist)	Date of vaccination/ medication	Dose (e.g. 1st, 0.5ml)	Batch/Lot number	Expiry date	Manufacturer	License number

Adverse event(s): Date & Time AEFI started (DD/MM/YYYY): ___/___/___ <input type="checkbox"/> Hr <input type="checkbox"/> Min Was the patient hospitalized? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Hospital departments: Case ID: Date patient notified event to health system (DD/MM/YYYY) ___/___/___	Describe AEFI (signs, symptoms and time course) and treatment e.g. relevant diagnostic tests/laboratory date, if any. Use one additional sheet if necessary:
--	---

Outcome: Recovering Recovered Not recovered Unknown Recovered with sequelae it is:
Died if died, direct cause of death: date of death:(DD/MM/YYYY) : ___/___/___
 Autopsy done: Yes No Unknown

Past disease history and medication history (including history of similar reaction or other adverse reaction and family history of adverse reaction e.g. Allergic reaction) Yes No Unknown If Yes, what they were.

Use additional sheet if needed:

Influence on past disease of patient: Not clear Duration extended Sicker Sequelae Died

AEFIs are grouped into five categories.	Assessment of reporter: <input type="checkbox"/> Vaccine product-related reaction <input type="checkbox"/> Vaccine quality defect-related reaction <input type="checkbox"/> Immunization error-related reaction <input type="checkbox"/> Immunization anxiety-related reaction <input type="checkbox"/> Coincidental event	Signature:
---	---	------------

Notes/comments

Annex 2:

Reporting form for adverse events following immunization (AEFI) cluster

Vaccinated at:		Used by (place):		Number of people:	
Number of people with adverse event:		Number of people with serious adverse event:		Death toll:	
Date of first vaccination (DD/MM/YYYY) : _ / _ / _			Date of first adverse event: (DD/MM/YYYY) : _ / _ / _		
Name of vaccine	Manufacturer	Dose (e.g. 1st, 0.5ml)	Batch/Lot number	License number	
Name of medical device or concomitant medication (if exist)	Manufacturer	Batch/Lot number		License number	
<p><i>The medical devices here refer to syringe, infusion, and other medical device s which were used with vaccine received at the same time and were related with AEFI cluster.</i></p>					
Name of adverse event:					
Describe AEFI cluster (signs, symptoms and time course) and treatment e.g. relevant diagnostic tests/laboratory date, if any. Use one additional sheet if necessary:					
Evaluation of Reporter or Reporting Institution					
Reporter information	Telephone:	E-mail:	Signature:		
Reporting Institution: contact person:		Telephone:			

Reporting date(DD/MM/YYYY): _ / _ / _

Annex 3:

Summary of reports for adverse events following immunization in 20XX

Country or Region:		Year of Reporting:		
	Number of AE	Number of SAE (including Unexpected Adverse Reaction)	Number of Death Cases	Number of Cluster Cases
January				
February				
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				
TOTAL				
Reporter information	Reporting Institution:		Contact Person:	
	Address:		E-mail:	
	Signature:		Telephone:	

Reporting date (DD/MM/YYYY): / /