SUPPLY AGREEMENT

This **SUPPLY AGREEMENT** (this "**Agreement**"), entered into as of ___ day of [February], 2021 (the "**Effective Date**"), is by and between Fondo Nacional de Gestión del Riesgo de Desastres, legal trust identified with NIT. 900.978.341-9, acting through FIDUCIARIA LA PREVISORA S.A. ("**Purchaser**") and Moderna Switzerland GmbH, a limited liability company ("*Gesellschaft mit beschränkter Haftung*") organized and existing under the Laws of Switzerland with company number CHE-344.522.989 and registered address at Aeschenvorstadt 48 (c/o Katja Schott, Walder Wyss), 4051 Basel, Switzerland ("**Moderna**"). Purchaser and Moderna are referred to in this Agreement individually as a "**Party**" and together as the "**Parties**".

WHEREAS, Purchaser wishes to obtain from Moderna supply of filled and finished mRNA-1273 in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the Parties hereby agree as follows:

1. DEFINITIONS.

Unless specifically set forth to the contrary herein, the following terms, whether used in the singular or plural, will have the respective meanings set forth below:

1.1 "**Affiliate**" means, with respect to Moderna, any Person that controls, is controlled by, or is under common control with Moderna. For purposes of this Agreement, such Person will be deemed to control another Person if it owns or controls, directly or indirectly, more than fifty percent (50%) of the equity securities of such Person entitled to vote in the election of directors (or, in the case that such Person is not a corporation, for the election of the corresponding managing authority), or otherwise has the power to direct the management and policies of such Person. The Parties acknowledge that in the case of certain entities organized under the Laws of certain countries, the maximum percentage ownership permitted by Law for a foreign investor may be less than fifty percent (50%), and that in such case such lower percentage will be substituted in the preceding sentence; *provided*, that such foreign investor has the power to direct the management and policies of such entity.

1.2 "**Agreement**" has the meaning set forth in the preamble.

1.3 "**Anticipated Delivery Schedule**" has the meaning set forth in Section 5.3(i).

1.4 "**Anticipated First Tranche Delivery Date**" has the meaning set forth in Section 5.3(i).

1.5 "**Applicable Laws**" means, (a) with respect to Moderna, the Laws of the jurisdiction where the Manufacturing Site(s) is/are located, and (b) with respect to Purchaser, the Laws of all jurisdictions where the Product is Manufactured, imported, distributed, administered or used.

1.6 "**Business Day**" means a calendar day other than a Saturday, a Sunday, or a bank or other public holiday in Boston, Massachusetts, Visp, Switzerland or the location of the Manufacturing Site.

1.7 "**cGMP**" means current good manufacturing practices applicable in the country where the Manufacturing Site is situated together with applicable rules and guidance documents issued by

the applicable Regulatory Authority pertaining to manufacturing and quality control practice, all as updated, amended and revised from time to time.

1.8 "**Confidential Information**" means all technical, scientific and other know-how and information, trade secrets, knowledge, technology, means, methods, processes, practices, formulas, instructions, skills, techniques, procedures, specifications, data, results and other material, pre-clinical and clinical trial results, manufacturing procedures, test procedures and purification and isolation techniques, and any tangible embodiments of any of the foregoing, and any scientific, manufacturing, marketing and business plans, any financial and personnel matters relating to a Party or its present or future products, sales, licensors, licensees, suppliers, purchasers, employees, investors or businesses, that have been disclosed by or on behalf of such Party or such Party's Affiliates (in the case of Moderna) or Related Parties (in the case of Purchaser) to the other Party or the other Party's Affiliates (in the case of Moderna) or Related Parties (in the case of Purchaser), including in connection with the discussions and negotiations pertaining to this Agreement or in the course of performing this Agreement. Without limiting the foregoing, (a) this Agreement and its terms as well as all information pertaining to the relationship between the Parties, including any invoices issued by or on behalf of Moderna, will be deemed Confidential Information of Moderna (the "**Agreement Information**"), except as set forth in the last sentence of Section 7.1, (b) the Moderna Technology is Confidential Information of Moderna, and (c) the Product, including the Specifications, Marketing Approvals for the Product, and all data, results and other information relating to the Product (including the safety, immunogenicity or efficacy of the Product) is Confidential Information of Moderna.

1.9 "**Confirmed Volume**" means, based on a dose of the Product, as of the Effective Date, ten (10) million doses of the Product (the "**Initial Confirmed Volume**").

1.10 "**COVID-19 Pandemic**" has the meaning set forth in Section 12.11.

1.11 "**Deficient Product**" has the meaning set forth in Section 5.4(i).

1.12 "**Delayed Payments**" means the Local Marketing Approval Payment and the Delivered Product Payments.

1.13 "**Delivered Doses**" means, as of the applicable time, the actual aggregate number of doses of Product delivered under this Agreement.

1.14 "**Delivered Product Payment**" means, for each delivery of Product, the dollar amount equal to (a) the number of doses of Product delivered multiplied by (b) thirty percent (30%) of the applicable Price Per Dose for such doses. "**Delivered Product Payments**" means, collectively, all of the Delivered Product Payments hereunder.

1.15 "**Delivery Site**" means the site identified by Moderna to Purchaser in writing prior to making the Product available for delivery to Purchaser.

1.16 "**Dispute**" has the meaning set forth in Section 12.3(i).

1.17 "**End Date**" has the meaning set forth in Section 11.1.

1.18 "**FOIA**" has the meaning set forth in Section 7.3(vi).

1.19 "**Force Majeure Event**" has the meaning set forth in Section 12.11.

1.20 "**Governmental Authority**" means any applicable government authority, court, council, tribunal, arbitrator, agency, department, bureau, branch, office, legislative body, commission or other instrumentality of (a) any government of any country, (b) any nation, state, province, county, city, or other political subdivision thereof, or (c) any supranational body.

1.21 "**ICC**" has the meaning set forth in Section 12.3(iii).

1.22 "**Indemnity Third Party**" has the meaning set forth in Section 9.1(i).

1.23 "**Initial Confirmed Volume**" has the meaning set forth in Section 1.9.

1.24 "**Initial Product Payment**" means US$88,154,064.00 representing the dollar amount equal to thirty percent (30%) of the Total Payment.

1.25 "**Laws**" means, all laws, statutes, ordinances, regulations, rules, judgments, decrees or orders of any Governmental Authority.

1.26 "**Local Marketing Approval**" means any Marketing Approval for the Product by the Regulatory Authority in the Territory.

1.27 "**Local Marketing Approval Payment**" means US$117,538,752.00 representing the dollar amount equal to forty percent (40%) of the quantity of the Total Payment.

1.28 "**Loss**" has the meaning set forth in Section 9.1.

1.29 "**Manufacturing**", "**Manufactured**" or "**Manufacture**" means the manufacturing, quality assurance, quality control, stability testing, packaging, and related services for the manufacture of the Product for distribution in the Territory.

1.30 "**Manufacturing Site**" means any manufacturing site at which the Product for delivery to the Territory has been Manufactured, which locations will be identified by Moderna to Purchaser in writing from time to time.

1.31 "**Marketing Approval**" means, with respect to a product in a particular country or jurisdiction, all approvals, licenses, permits, certifications, registrations or authorizations necessary for the sale or supply of such product in such country or jurisdiction, but excluding pricing approvals. For the avoidance of doubt, "Marketing Approval" includes any of the following: emergency use authorization, accelerated approval, conditional approval, temporary approval or similar approval under Law in the particular country or jurisdiction.

1.32 "**Minimum Product Payment**" means US$88,154,064.00.

1.33 "**Moderna**" has the meaning set forth in the preamble.

1.34 "**Moderna Parties**" means Moderna and its Affiliates, and each of their respective contractors, subcontractors, collaborators or (sub)licensees involved in any capacity in any part of the research, development, Manufacture, supply, fill, finish, storage, distribution, importation or exportation of the Product, and each of their parent companies, subsidiaries and Affiliates and their respective directors, managers, officers, employees, advisors, representatives, agents, successors and assigns.

1.35 "**Moderna Technology**" means any and all rights in any patents, patent applications, know-how, data, Trademarks (including Product Marks), inventions (whether or not patentable), copyrights, industrial designs, trade secrets and any other intellectual property rights owned or otherwise controlled by Moderna or any of its Affiliates as of the Effective Date or any time during the Term.

1.36 "**Off-Label Use**" has the meaning set forth in Section 3.3.

1.37 "**Party**" or "**Parties**" has the meaning set forth in the preamble.

1.38 "**Person**" means an individual, partnership, corporation, limited liability company, joint stock company, unincorporated organization or association, trust or joint venture, or a Governmental Authority or political subdivision thereof.

1.39 "**PREP Act**" means the Public Readiness and Emergency Preparedness Act, 42 U.S.C. § 247d-6d and the US HHS Declaration (effective February 4, 2020) regarding medical countermeasures against COVID-19.

1.40 "**Price Per Dose**" means (a) for doses delivered in Q2 2021, US$39.90 (thirty-nine US dollars and ninety US cents), (b) for doses delivered in Q3 2021, US$31.09 (thirty-one US dollars and nine US cents), and (c) for doses delivered in Q4 2021, US$27.44 (twenty-seven US dollars and forty-four US cents), in each case ((a)-(c)) assuming multi-dose vials.

1.41 "**Product**" means the finished and packaged form of Moderna's proprietary mRNA-1273 vaccine against COVID-19, as further described in Exhibit A.

1.42 "**Product Claim**" has the meaning set forth in Section 5.4(i).

1.43 "**Product Marks**" means the Trademarks set forth on Exhibit B attached hereto or such other Trademarks that are used in association with the Product in the Territory.

1.44 "**Project Manager**" has the meaning set forth in Section 2.1.

1.45 "**Purchaser**" has the meaning set forth in the preamble.

1.46 "**Purchaser Representative**" has the meaning set forth in Section 2.1.

1.47 "**PVA**" has the meaning set forth in Section 6.3(ii).

1.48 "**QAA**" has the meaning set forth in Section 6.3(iii).

1.49 "**Recall**" has the meaning set forth in Section 6.4(i).

1.50 "**Regulatory Authority**" means any Governmental Authority involved in granting Marketing Approvals in a country or territory.

1.51 "**Related Parties**" means, with respect to Purchaser, other Governmental Authorities in the Territory.

1.52 "**SEC**" has the meaning set forth in Section 7.6.

1.53 "**Specifications**" means the specifications or similar requirements for the Product that are provided by Moderna to Purchaser in writing and expressly designated as such.

1.54 "**Technical Dispute**" has the meaning set forth in Exhibit C attached hereto.

1.55 "**Term**" has the meaning set forth in Section 11.1.

1.56 "**Territory**" means Colombia.

1.57 "**Third Party**" means any Person other than (a) Purchaser or any of its Related Parties or (b) Moderna or any of its Affiliates.

1.58 "**Total Payment**" means US$293,846,880.00.

1.59 "**Trademark**" means trademarks, service marks, certification marks, trade dress, internet domain names, trade names, identifying symbols, designs, product names, company names, slogans, logos or insignia, whether registered or unregistered, and all common law rights, applications and registrations therefor, and all goodwill associated therewith.

1.60 "**Tribunal**" has the meaning set forth in Section 12.3(iii).

1.61 "**Updated Delivery Schedule**" has the meaning set forth in Section 5.3(i).

1.62 "**Willful Misconduct**" has the meaning set forth in Section 9.1.

2. GOVERNANCE.

2.1 Governance. Moderna will appoint a Moderna representative (the "**Project Manager**") to be responsible for overseeing the conduct of the activities of Moderna under this Agreement. Purchaser will appoint a Purchaser representative (the "**Purchaser Representative**") to be responsible for overseeing the conduct of the activities of Purchaser under this Agreement. The Project Manager and the Purchaser Representative will coordinate the performance of all such activities. Unless otherwise mutually agreed to by the Parties, all communications between Moderna and Purchaser regarding the conduct of the obligations under this Agreement will be addressed to or routed through the Project Manager and the Purchaser Representative. Moderna or Purchaser may, at its option, appoint, designate and substitute the Project Manager or the Purchaser Representative, respectively, by providing written notice to the other Party.

3. PURCHASER OBLIGATIONS.

3.1 Purchaser Responsibilities. Subject to the terms and conditions of this Agreement, Purchaser will solely control and assume all responsibility, at Purchaser's own cost and expense, for conducting all importation, distribution and related activities relating to the Product in the Territory. Without limiting the foregoing, in fulfillment of its rights and obligations under this Agreement, during the Term, Purchaser will, at Purchaser's cost and expense:

(i) obtain any required license, permit, approval, authorization, consent or the like related to importation or distribution of the Product in the Territory, other than the Marketing Approval for the Product in the Territory (if any);

(ii) provide Moderna with reasonable support consistent with FCA (Incoterms 2020) in connection with Moderna's exportation of the Product pursuant to Section 5.3(i);

(iii) transport the Product from the Delivery Site to and within the Territory, and be the exporter of record with respect to the Product delivered under this Agreement;

(iv) import the Product into the Territory, and be the importer of record with respect to the Product delivered under this Agreement;

(v) store the Product in accordance with the Specifications and Applicable Law after the Product has been made available to Purchaser at the Delivery Site in accordance with Section 5.3(ii);

(vi) distribute the Product in the Territory;

(vii) comply with Applicable Law in relation to its rights and obligations in relation to the Product and its activities under this Agreement; and

(viii) not take any action that will or could reasonably be expected to have a material adverse effect on any Marketing Approvals for the Product in the Territory or Marketing Approval necessary for the development, Manufacture, importation, distribution or commercialization of the Product outside the Territory.

3.2 Territory Restrictions. Purchaser and its Related Parties will not sell, resell, transfer, hypothecate, assign, export or distribute the Product outside the Territory, and if Purchaser or any of its Related Parties receives any order or request for the Product outside the Territory, then it will refer such order or request to Moderna for acceptance or rejection by Moderna or one of its Affiliates. Purchaser and its Related Parties will not export (other than export from the Delivery Site for transport to the Territory) the Product or import the Product into any country other than the Territory. If Purchaser or any of its Related Parties learns that any Third Party to whom Purchaser or any of its Related Parties distributed or sold the Product for use in the Territory is exporting, distributing, reselling, administering or using the Product outside the Territory, Purchaser will, and will cause its Related Parties to, use reasonable best efforts to stop any such exportation, distribution, resale, administration or use of the Product, and if Purchaser and its Related Parties is unable to stop such exportation, distribution, resale, administration or use, it will take steps to cease distribution or sales of the Product by itself and its Related Parties to such Third Party.

3.3 Approved Dose. Purchaser acknowledges that no dose other than that specified in the Marketing Approval for the Product (as and when granted) in the Territory has been approved or recommended by Moderna, and Moderna makes no representations or warranties regarding the use of the Product at any dose other than such dose. Purchaser and its Related Parties will not encourage or recommend any off-label use of the Product (including any dosage other than the dose that is specified in the Marketing Approval for the Product in the Territory) (**"Off-Label Use"**). Any Off-Label Use of the Product will void the right of Purchaser to make a Product Claim hereunder or to receive any remedy associated therewith. Purchaser will immediately notify Moderna in the event that Purchaser becomes aware that any Product has been packaged, administered or used in any manner other than in accordance with the Marketing Approval for the Product in the Territory, including for any Off-Label Use. Moderna will be entitled to disclose such information to any Governmental Authority or Regulatory Authority in any country or jurisdiction in connection with compliance with its legal or regulatory obligations.

3.4 Drug Label. Purchaser acknowledges and agrees that the terms and conditions hereof assume that a drug label for the Product in English, as determined by Moderna and which is not specific to the Territory, will be implemented for the Product in the Territory, and that Purchaser will, and will cause its Related Parties to, accept the use of such drug label in the Territory; provided, however, that all delivery schedules and applicable remedies will be tolled for the duration corresponding to any delay caused by the development of a bilingual or multilingual label for the Territory, an insert specific to the Territory or another solution to any bilingual or multilingual requirements in the Territory. Purchaser shall not, and shall ensure that no Third Party or Related Party does, with respect to the Product, add a label, relabel, add to, modify or otherwise alter the label provided by Moderna without Moderna's prior written consent.

3.5 Subcontracting and Recipient Parties. To the extent Purchaser subcontracts the performance of any obligations of Purchaser to a subcontractor, Purchaser shall:

(i) notify Moderna of the Purchaser's subcontractor's engagement and specific obligations that will be performed by the Purchaser's permitted subcontractor by sending an email to Legal@modernatx.com;

(ii) ensure that such permitted subcontractor performs those obligations in a manner consistent with the terms of this Agreement;

(iii) ensure that any such permitted subcontractor will have entered into a written agreement with Purchaser that includes terms and conditions protecting the rights of Moderna under this Agreement, including but not limited to Moderna's rights regarding intellectual property, obtaining and maintaining any necessary licenses, authorizations, and approvals, confidentiality, data privacy, pharmacovigilance, audits, regulatory communications, regulatory inspections, quality assurance, indemnification and any other terms that would reasonably be required to protect Moderna's rights to the extent applicable to the subcontracted obligations;

(iv) oversee the performance by any Purchaser permitted subcontractor, and remain responsible and primarily liable for the performance of Purchaser's permitted subcontractor in accordance with this Agreement and for any costs associated with such subcontract; and

(v) expressly waive any requirement that Moderna exhaust any right, power or remedy, or proceed against any of Purchaser's permitted subcontractor for any obligation or performance hereunder, prior to proceeding directly against the Purchaser.

3.6 Transfer of Product to Related Parties or Third Parties. To the extent Purchaser releases, distributes, or otherwise transfers possession of the Product to any third parties, (including but not limited to Purchaser's permitted subcontractors) the Purchaser shall ensure that:

(i) the Third Party or Related Party (as applicable) shall transport, store, administer, or otherwise use the product solely in accordance with the directions provided by Moderna and as required by Applicable Laws;

(ii) the Third Party or Related Party (as applicable) shall ensure that all individuals to whom the Product is administered receive all documentation required for patient dissemination as required by Applicable Laws;

(iii) the Third Party or Related Party (as applicable) shall be required to report any safety information in accordance with Section 6.3;

(iv) to the extent a PVA is entered that does not address the safety information obligations of a Third Party or Related Party (as applicable) as set out under this Section 3.6, the obligations to comply with Section 6.3 shall remain in full force and effect.

4. PAYMENT; REFUND.

4.1 Payments. Purchaser will pay to Moderna the Total Payment according to the following schedule:

(i) Within fifteen (15) days after the Effective Date, Purchaser will pay the Initial Product Payment to Moderna.

(ii) Within thirty (30) days after the grant of the Local Marketing Approval, Purchaser will pay the Local Marketing Approval Payment to Moderna.

(iii) Within thirty (30) days after receipt of Moderna's invoice for each delivery, Purchaser will pay the Delivered Product Payment to Moderna for such delivery. For any doses of Initial Confirmed Volume delivered to Purchaser by Moderna later than as described in Exhibit D to this Agreement as of the Effective Date, the amount Purchaser is required to pay Moderna under this clause (iii) upon delivery of such delivered doses shall be reduced by an amount equal to (a) (I) the Price Per Dose for the actual delivery date for the applicable doses minus (II) seventy percent (70%) of the Price Per Dose for the scheduled delivery date for the applicable doses, multiplied by (b) the number of such applicable doses delivered in the later calendar quarter.

4.2 Payment Instructions. All amounts payable to Moderna under this Agreement will be paid in U.S. Dollars, without deduction, and by authenticated and value dated Swift telegraphic transfer for any such payments made from outside the United States, to the bank account identified by Moderna.

4.3 Taxes.

(i) All payments hereunder will be exclusive of any sales taxes, VAT, duties, levies, surcharges, or other similar taxes or governmental charges and any penalties levied thereon and will be increased as a result of any such amounts.

(ii) Each Party will be solely responsible for the payment of all taxes imposed on its share of income arising directly or indirectly from the activities of the Parties under this Agreement.

(iii) Purchaser will make all payments in full without set-off or counterclaim and without deduction or withholding for taxes except to the extent that any such deduction or withholding is required by applicable Law in effect at the time of payment. Purchaser may withhold from payments due to Moderna amounts for payment of any withholding tax that is required by applicable Law to be paid to any taxing authority with respect to such payments. Purchaser will give proper evidence, as may be reasonably requested by Moderna, from time to time, as to the payment of any such tax. If Purchaser is required by applicable Law to withhold any taxes from or in respect of any amount payable under this Agreement, then any such amount payable under this Agreement will be increased to take into account the taxes withheld as may be necessary so that, after making all required withholdings (including withholdings on the withheld amounts), Moderna receives an amount equal to the sum it would have received had no such withholding been made.

(iv) The Parties will cooperate with respect to all documentation required by any taxing authority, the preparation of any tax returns, or reasonably requested by either Party to secure a reduction in the rate of applicable taxes.

(v) Purchaser's VAT number is as follows:

VAT Number: *Purchaser does not possess a VAT number*

4.4 Refunds. If any refund is required to be paid by Moderna to Purchaser as a result of the Term expiring following the occurrence of the End Date (if any), Moderna will issue a refund to Purchaser due no later than ninety (90) days following such refund becoming due hereunder. Notwithstanding anything herein to the contrary, (a) until the Total Payment is paid in full, any refund to be paid under this Section 4.4 by Moderna to Purchaser will first be satisfied through a reduction of the outstanding Delayed Payments prior to Moderna paying an amount to Purchaser directly under this Section 4.3(v) (and Moderna will have no obligation to make such payment to the extent of the reduction of the outstanding Delayed Payments), and (b) in no event shall the aggregate reductions and refunds under this Agreement result in Moderna receiving less than the Minimum Product Payment.

4.5 Budgetary Impairment. Purchaser will pay the Total Payment based on the following budget allocations: (a) Budget Deposit Certificate (CDP) No. 210468 of February 5, 2021, charged to the budget item ICC-Risk Management FNGRD, whose origin of the resources corresponds to the National Operating Budget; (b) the application of the expense to ICC- FNGRD 9677018; and (c) the source of the appropriation to MHCP / FIC 2736.

5. MANUFACTURING AND DELIVERY.

5.1 Manufacture and Supply. Moderna will Manufacture the Product delivered pursuant to this Agreement in accordance with this Agreement, the Specifications, cGMPs, and Applicable Laws.

5.2 Subcontracting. Moderna may subcontract all or any part of the Manufacture or supply of the Product or any other of its obligations under this Agreement to any of its Affiliates or any Third Party(ies); provided that Moderna will remain liable to the Purchaser for any performance or non-performance of any such subcontractor, and Moderna's execution of such a subcontractor agreement will not relieve Moderna of any of its obligations under this Agreement.

5.3 Delivery Schedule; Delivery.

(i) Subject to the terms set forth herein (including Section 9.9(i)), Moderna will supply the Confirmed Volume to Purchaser in accordance with this Agreement. Exhibit D contains information related to the estimated delivery of the Product to Purchaser (the "**Anticipated Delivery Schedule**"), including the anticipated delivery date for the first tranche of Product to Purchaser (the "**Anticipated First Tranche Delivery Date**"). Moderna will provide an update to Exhibit D on or before July 15, 2021 (the "**Updated Delivery Schedule**"), including the updated Anticipated First Tranche Delivery Date. On or before August 31, 2021 and continuing each calendar month until the end of the Term, Moderna will give a rolling update on the status of the delivery of the Product to Purchaser.

(ii) Moderna will make available each quantity of the Product required under this Agreement to Purchaser FCA (Incoterms 2020) at the Delivery Site and title to the Product will transfer to Purchaser when such quantity of Product is made available to Purchaser at the Delivery Site.

(iii) Upon Moderna's written request, Purchaser will provide written notice to Moderna identifying the names of any subcontractors that will be performing logistics, transit or related services on behalf of Purchaser in connection with the Product under this Agreement.

5.4 Acceptance/Rejection of Product.

(i) Product Claim. Subject to Section 3.3 Purchaser may claim a remedy (a "**Product Claim**") for any portion of Product delivered to Purchaser under this Agreement for which Moderna did not perform the Manufacturing of the Product in accordance with the Specifications, cGMPs, or Applicable Laws ("**Deficient Product**"). Purchaser will inspect the Product, or documentation provided by or on behalf of Moderna, upon delivery or receipt (as applicable) and will give Moderna written notice of all Product Claims within thirty (30) days after such delivery or receipt (or, in the case of any deficiency at the time of delivery to Purchaser under this Agreement that was not reasonably susceptible to discovery upon such delivery or receipt, within thirty (30) days after discovery by Purchaser, but not after the expiration date of the Product). If Purchaser fails to provide a Product Claim within the applicable thirty (30) day period, then the Product will be considered to have been accepted by Purchaser on the thirtieth (30^{th}) day. Moderna will have no liability for any deficiency or claim for which it has not received notice from Purchaser within the applicable thirty (30) day period.

(ii) Sole Remedy for Product Claims. This Section 5.4 sets out the only liability of Moderna, and the sole and exclusive remedy (in contract, tort, negligence, equity or otherwise), for Deficient Products. Moderna will provide a remedy for Product Claims as specified in Section 9.9(i), but Moderna will have no obligation for any Product Claims to the extent the Deficient Product was caused by: (a) deficiencies in the safety, efficacy, or marketability of the Product or its distribution; (b) actions of Purchaser, any of its Related Parties or Third Parties occurring after the Product is delivered by Moderna or its designee; (c) any unascertainable reason despite Moderna having performed the Manufacturing of the Product in accordance with the Specifications, cGMPs, and Applicable Laws; or (d) any other breach by Purchaser of its obligations under this Agreement.

(iii) Determination of Deficiency. Upon receipt of a Product Claim, Moderna will have thirty (30) days to advise Purchaser by notice in writing whether it disagrees with the contents of the Product Claim. If, after joint testing or investigation has been performed, the Parties still cannot agree on the root cause, the provisions of Exhibit C will apply and, after the required negotiation, the dispute will be handled as a Technical Dispute.

5.5 Disposition of Deficient Product. Purchaser will not dispose of any damaged, returned, or Deficient Product for which it intends to assert a Product Claim against Moderna without Moderna's prior written authorization to do so. Moderna may instruct Purchaser to return the Product to Moderna to a location identified by Moderna. Moderna will bear the cost of return and disposition of any Deficient Product. In all other circumstances, Purchaser will bear the cost of return and disposition, including all applicable fees for Manufacturing of the Product.

6. REGULATORY.

6.1 General. Moderna and Purchaser will collaborate on defining a plan for obtaining the appropriate emergency, conditional, temporary, expedited, accelerated or similar approval for the Product in the Territory. If an emergency use authorization, conditional approval, temporary approval, expedited approval, accelerated approval or similar approval for the Product in the Territory cannot be obtained, or Moderna or its designee must obtain a non-accelerated Marketing Approval after such other authorization or approval is obtained, then, as between the Parties, Moderna or its designee

will be the Marketing Approval holder for the Product in the Territory, unless otherwise agreed in writing by the Parties or otherwise not permissible under Applicable Laws in the Territory. Purchaser will not, and will not procure or enable any other Person to, apply for or obtain Marketing Approval for the Product in the Territory without the prior written consent of Moderna.

6.2 Regulatory Authority Documentation. If an emergency use authorization, conditional approval, temporary approval, expedited approval, accelerated approval or similar approval for the Product in the Territory cannot be obtained, then Moderna will use commercially reasonable efforts to seek and obtain the Marketing Approval for the Product in the Territory (itself or through its Affiliates, collaborators or contractors) and to make available to the Regulatory Authority in the Territory, at its own cost, all relevant documents relating to Marketing Approval application required by the Regulatory Authority in the Territory for the distribution, supply and sale of the Product in the Territory; *provided, however*, that such efforts will not require Moderna to carry out any additional non-clinical trials, clinical trials or post-approval trials. Purchaser will provide all assistance reasonably required by Moderna in connection with the same, at Purchaser's cost.

6.3 Pharmacovigilance; Quality Agreement.

(i) Safety Information Reporting. In the event that Purchaser or its Related Parties or its subcontractors, designees, or delegates learns of an adverse event or special situation (including but not limited to exposure during pregnancy and/or lactation; suspected transmission of infectious agent, abuse or misuse, medication error or overdose, occupational exposure, failure of the product to exhibit its expected pharmacologic or biologic effect, or unexpected benefit), complaint (including but not limited to any product quality complaint) or query with respect to the Product, Purchaser shall provide such adverse event report, complaint or query to Moderna as soon as practicable, but no later than twenty four (24) hours after such report, is received by Purchaser or its Related Parties, subcontractor designee or delegate, as secure email to ModernaPV@modernatx.com with the date of first receipt clearly noted on the report. Purchaser shall use reasonable efforts to gather and report the following information regarding the adverse event, query, or complaint relating to the Product: (a) description of potential adverse event, complaint or query, including a description of the relationship between the product and adverse event, product complaint, or query, as applicable; (b) identifying patient demographics; and (c) contact information of the reporting individual. An adverse event is any unfavorable and/or unintended sign, symptom, or disease experienced by a patient to whom the Product has been administered, whether or not considered causally related to the use of the Product. An "adverse event" may include, but is not limited to, an unfavorable side effect; exacerbation of a preexisting condition; toxicity; injury or death; or a sensitivity reaction. For the avoidance of doubt, this Section 6.3(i) shall not be construed to relieve Purchaser from any reporting requirements that may be imposed upon it by Applicable Law.

(ii) Pharmacovigilance Agreement. Upon Moderna's request, the Parties shall enter into a separate Pharmacovigilance Agreement ("**PVA**") within sixty (60) days of Moderna's request to ensure that safety data with respect to the Product is exchanged in a manner and timeframe to allow the Parties to fulfill their respective regulatory obligations and to enable Moderna to have proper audit and inspection rights and oversight of regulatory communications regarding the Product. In the event of conflict between this Agreement and the PVA, the terms of such PVA shall take precedence over this Agreement on matters relating to the Parties' respective responsibilities related to pharmacovigilance for the Product, and the terms of this Agreement shall take precedence on all other matters. Although executed separately, the terms and provisions of the PVA are incorporated into and considered a material part of this Agreement. For the avoidance of doubt, any PVA shall in no way relieve a Party of any responsibilities, obligations or duties related to safety information with respect to the Product under Applicable Laws. To the extent that Purchaser engages a subcontractor to perform

any activities that Moderna determines require a separate PVA be executed between Moderna and such subcontractor, Purchaser will cooperate in good faith with Moderna and cause such subcontractor to enter into the PVA (or other documentation reasonably requested by Moderna) with Moderna within sixty (60) days of Moderna's request, and Purchaser shall be responsible for enforcing and ensuring the subcontractor performs its obligations in accordance with the PVA.

(iii) Quality Agreement. Upon Moderna's request, the Parties shall enter into a separate Quality Assurance Agreement ("**QAA**") within sixty (60) days of Moderna's request. In the event of conflict between this Agreement and the QAA, the terms of such QAA shall take precedence over this Agreement on matters relating to the Parties' respective responsibilities related to quality assurance and oversight with respect to the Product, and the terms of this Agreement shall take precedence on all other matters. Although executed separately, the terms and provisions of the QAA are incorporated into and considered a material part of this Agreement. For the avoidance of doubt, any QAA shall in no way relieve a Party of any responsibilities, obligations or duties related to quality assurance and oversight with respect to the Product under Applicable Laws. To the extent that Purchaser engages a subcontractor to perform any activities that Moderna determines require a separate QAA be executed between Moderna and such subcontractor, Purchaser will cooperate in good faith with Moderna and cause such subcontractor to enter into the QAA (or other documentation reasonably requested by Moderna) with Moderna within sixty (60) days of Moderna's request, and Purchaser shall be responsible for enforcing and ensuring the subcontractor performs its obligations in accordance with the QAA.

6.4 Product Recalls.

(i) The Parties will each maintain records necessary to permit a Recall of any Product delivered to Purchaser or customers of Purchaser. Each Party will promptly notify the other Party of any information which might affect the marketability, safety or effectiveness of the Product or which might result in the Recall or seizure of the Product in the Territory. Upon receiving this notice or upon this discovery, each Party will stop making any further shipments of any Product in the Territory in its possession or control until a decision has been made whether a Recall or some other corrective action is necessary. The decision to initiate a Recall or to take some other corrective action, if any, with respect to the Product in the Territory will be made and implemented by Moderna, in its sole discretion, subject to applicable Laws. "**Recall**" means any action: (a) to recover title to or possession of quantities of the Product sold or shipped to any Person in the Territory (including the voluntary withdrawal of the Product from the Territory); (b) by any Regulatory Authority to detain or destroy any of the Product; or (c) to refrain from selling or shipping quantities of the Product to any Person in the Territory which would be subject to a Recall if sold or shipped.

(ii) If: (a) any Regulatory Authority issues a directive, order or, following the issuance of a safety warning or alert about a Product, a written request that any Product be Recalled in the Territory; (b) a court of competent jurisdiction orders a Recall in the Territory; or (c) Moderna determines that any Product should be Recalled or that a "Dear Doctor" letter is required relating the restrictions on the use of any Product in the Territory, then Purchaser will cooperate as reasonably required by Moderna, having regard to all Applicable Laws.

6.5 Records. Moderna will keep and maintain records of the Manufacture, testing and shipping of the Product delivered under this Agreement for a period of five (5) years after delivery of such Product, or such longer period as required by Applicable Law.

6.6 Relevant Vaccine Law. Purchaser will, as soon as reasonably possible after the Effective Date and in any event before any administration or use of the Product in the Territory, ensure

that the Product is included within the scope of the Government of Colombia's no-fault compensation system or any other similar system (if any), such that any persons (including both adults and children) who are injured or die as a result of the administration or use of the Product will be entitled to claim payment of the relevant statutory sum thereunder.

7. CONFIDENTIALITY.

7.1 Non-Disclosure and Non-Use. Except as set forth herein, each Party and its Affiliates (in the case of Moderna) or its Related Parties (in the case of Purchaser) will protect the Confidential Information of the other Party using measures that such Party uses to protect its own, similar confidential and proprietary information, which shall not be less than a reasonable standard of care for the industry, to keep confidential, and each Party and its Affiliates (in the case of Moderna) or its Related Parties (in the case of Purchaser) will not disclose to any Person any Confidential Information of the other Party, except in accordance with Section 7.2, 7.3, 7.4 or 7.6. Neither Party will use Confidential Information of the other Party except as necessary to perform its obligations or to exercise its rights under this Agreement. Notwithstanding anything to the contrary herein, Purchaser will not permit or enable the disclosure of Confidential Information of Moderna to, or use any Confidential Information of Moderna by, any Third Party involved in the research, development, manufacturing or commercialization of any mRNA construct (or formulation thereof) or lipid nanoparticle. Without Purchaser's consent and except as expressly provided for herein (as if such information is Confidential Information of Purchaser), Moderna will not disclose to any other Person (other than representatives of Moderna or any of its Affiliates) any Agreement Information in any way that identifies Purchaser or its Related Parties or would reasonably be expected to identify Purchaser or its Related Parties.

7.2 Exclusions. The obligations of nondisclosure and non-use set forth in Section 7.1 will not apply to the extent that such Confidential Information:

(i) is known by the receiving Party at the time of its receipt (and not pursuant to a prior disclosure by or on behalf of the disclosing Party, any of its Affiliates or Related Parties, as applicable, or any of its or their representatives), as documented by the receiving Party's contemporaneous written business records or government records;

(ii) at the time of disclosure by the disclosing Party, any of its Affiliates or Related Parties, as applicable, or any of its or their representatives is in the public domain;

(iii) becomes part of the public domain, by publication or otherwise, through no fault of the receiving Party, any of its Affiliates or Related Parties, as applicable, or any of its or their representatives; or

(iv) is subsequently disclosed to the receiving Party, without restriction as to confidentiality or use, by a Third Party who is lawfully and contractually entitled to the possession and disclosure of such Confidential Information; or

(v) is developed by the receiving Party independently without use of, reliance upon or reference to Confidential Information received from the disclosing Party, any of its Affiliates or Related Parties, as applicable, or any of its or their representatives, as documented by the receiving Party's contemporaneous written business records or government records.

7.3 Authorized Disclosures. Each receiving Party agrees to institute and maintain security procedures to identify and account for all copies of Confidential Information of the disclosing Party. Notwithstanding the obligations of confidentiality and non-use set forth above:

(i) a receiving Party may provide Confidential Information disclosed to it to the extent agreed to in writing in advance by the disclosing Party;

(ii) a receiving Party may provide or disclose Confidential Information disclosed to it to such Party's professional advisors;

(iii) Purchaser will be permitted to discuss this Agreement (and its terms) with personnel within its administration who: (a) have a need to know such information in order to execute this Agreement or to pay any amounts or to make or approve any decisions hereunder; (b) are legally bound to keep such information confidential and not disclose such information to any other Person outside its administration and restricts the use of such information, in each case, on terms no less stringent than the terms of this Section 7; (c) are informed of the confidential nature of such information; and (d) use such information solely for the permitted purpose set forth in Section 7.1;

(iv) Moderna will be permitted to discuss this Agreement (and its terms) with actual or potential Moderna Parties who (a) have a need to know such information in order to perform this Agreement; (b) are legally bound to keep such information confidential and not disclose such information to any other Person and restricts the use of such information, in each case, on terms no less stringent than the terms of this Section 7; (c) are informed of the confidential nature of such information and (d) use such information solely for the permitted purpose set forth in Section 7.1;

(v) Moderna will be permitted to disclose Confidential Information of Purchaser to Governmental Authorities in order to perform its obligations or exercise its rights under this Agreement; *provided,* that such Confidential Information will be disclosed only to the extent reasonably necessary to do so, and where permitted, subject to confidential treatment;

(vi) a receiving Party may disclose Confidential Information disclosed to it to the extent required by applicable Law; *provided,* that (A) if a Party is required by Law to disclose Confidential Information of the other Party that is subject to the confidentiality provisions of this Section 7, then if legally permitted, such Party will use reasonable best efforts to prevent and limit the disclosure of such Confidential Information and promptly inform the other Party of the disclosure that is being sought in order to provide the other Party an opportunity to challenge or limit the disclosure; (B) if Purchaser receives a request under the relevant freedom of information legislation or similar Law ("**FOIA**") to disclose any Confidential Information, it will notify Moderna as soon as reasonably practicable, and in any event within three (3) days of receiving the request, Purchaser will work with Moderna to assess which exemption(s) under FOIA may apply to the request to disclose any Confidential Information, and will use its reasonable best efforts to resist disclosure of any Confidential Information, whether using the exemption(s) identified or otherwise; and (C) Confidential Information that is required to be disclosed by Law will remain otherwise subject to the confidentiality and non-use provisions of this Section 7; and

(vii) Moderna will be permitted to disclose Confidential Information of Purchaser to any bona fide actual or prospective acquirers, underwriters, financial advisors, investors, lenders, or other non-strategic financing sources and any bona fide actual or prospective collaborators, licensors, licensees, or strategic partners and to employees, directors, agents, consultants, contractors, and advisers of any such Third Party, in each case, who are under obligations of confidentiality and non-use with respect to such information that is no less stringent than the terms of this Section 7 (but of duration customary in confidentiality agreements entered into for a similar purpose with underwriters, financial advisors, investors, lenders, or other non-strategic financing sources but not less than two (2) years).

7.4 Publicity; Press Releases. Subject to Section 7.6, each Party will not, and will cause each of its Affiliates or Related Parties, as applicable, and representatives not to, issue or cause the publication of any press release or other public announcement with respect to this Agreement, the subject matter hereof or the transactions contemplated hereby without the prior written consent of the other Party; *provided*, that upon the request of a Party, the other Party will cooperate in good faith with such Party in making a press release relating to this Agreement, the subject matter hereof and the transactions contemplated hereby. Either Party may subsequently publicly disclose any information previously contained in any public announcement made in accordance with this Section 7.

7.5 Data Protection and Security Standards. Without prejudice to any other provision of this Agreement, in the event that Moderna intends to provide to Purchaser any sensitive Confidential Information, Moderna will notify Purchaser in writing prior to such disclosure. In the event that Purchaser consents to the disclosure of such sensitive Confidential Information, then the provisions of Exhibit E will apply to such sensitive Confidential Information and Purchaser will comply with the provisions of Exhibit E.

7.6 Securities Filings. Notwithstanding anything to the contrary herein, Purchaser acknowledges and agrees that Moderna and its Affiliates may submit this Agreement (and any other agreement entered into in connection herewith) to the United States Securities and Exchange Commission (the "**SEC**") or any securities exchange for which its securities are listed and if Moderna or any such Affiliate does submit this Agreement (and any other agreement entered into in connection herewith) to the SEC or any such securities exchange for filing, Moderna agrees to consult with Purchaser with respect to the preparation and submission of a confidential treatment request for this Agreement, if confidential treatment is available for such disclosure. If Moderna or any of its Affiliates is required by applicable Law to make a disclosure of the terms of this Agreement in a filing with or other submission to the SEC or any securities exchange for which its securities are listed or otherwise to comply with applicable Law, and (i) Moderna has provided copies of the disclosure to Purchaser with reasonable advance notice of such filing or other disclosure under the circumstances, (ii) Moderna has promptly notified Purchaser in writing of such requirement and any respective timing constraints, and (iii) Moderna has given Purchaser a reasonable amount of time under the circumstances from the date of notice by Moderna of the required disclosure to comment upon, request confidential treatment or approve such disclosure, then Moderna or such Affiliate will have the right to make such public disclosure at the time and in the manner reasonably determined by its counsel to be required by applicable Law. Notwithstanding anything to the contrary herein, it is hereby understood and agreed that if Moderna or any of its Affiliates is seeking to make a disclosure as set forth in this Section 7.6, and Purchaser provides comments within the respective time periods or constraints specified herein or within the respective notice, Moderna, such Affiliate or its counsel, as the case may be, will in good faith consider incorporating such comments.

8. INTELLECTUAL PROPERTY.

8.1 Moderna Technology. As between the Parties, all right, title and interest in and to all Moderna Technology will be the exclusive property of Moderna and no right or interest therein is transferred or granted to Purchaser under this Agreement. Purchaser acknowledges and agrees that it does not acquire a license or any other right to any Moderna Technology.

8.2 Use of Product Marks.

(i) Purchaser acknowledges that the Product Marks and all goodwill pertaining thereto are the exclusive property of Moderna or its Affiliates, that nothing in this Agreement grants Purchaser or its Related Parties or any Person any right, title or interest therein, and that all use of

the Product Marks by Purchaser or its Related Parties or any Person acting under its or their authority or instructions will inure to the benefit of Moderna.

(ii) Purchaser and its Related Parties will not hold itself out as the owner of any of the Product Marks. Purchaser and its Related Parties will not challenge or deny the validity of the Product Marks or Moderna's ownership thereof.

(iii) Purchaser and its Related Parties will not use or attempt to register, or aid any Third Party in using or attempting to register, any Trademark or Internet domain name that in the opinion of Moderna is likely to cause confusion with any of the Product Marks.

(iv) Purchaser's use of the Product Marks is subject to control by Moderna, and Purchaser will discontinue use of any Product Marks to which Moderna objects. Purchaser and its Related Parties will not use any of the Product Marks in a manner that diminishes the value of any of the Product Marks or disparages Moderna or its Affiliates or that Moderna otherwise deems to be inappropriate.

(v) Purchaser and its Related Parties will not modify, overprint, distort, change, remove or obscure any Product Marks associated with the Product as delivered by Moderna under this Agreement.

(vi) In the event Purchaser or its Related Parties become(s) aware of potential confusion by any person between a Product Mark and a Third Party Trademark or Internet domain name, Purchaser will promptly notify Moderna and will cooperate with Moderna in the enforcement or defense of the Product Mark.

(vii) Purchaser and its Related Parties will cooperate with Moderna and its Affiliates in the recordation of the Product Marks with customs authorities to help prevent the importation of counterfeit or infringing goods.

8.3 No Implied Licenses. Except as expressly provided in this Agreement, no Party will be deemed by estoppel, implication or otherwise to have granted the other Party any licenses or other right with respect to any intellectual property.

9. INDEMNIFICATION; LIABILITY.

9.1 Indemnification of Moderna Parties. Purchaser will indemnify all Moderna Parties, and defend and hold each of them harmless, from and against any and all losses, liabilities, claims, fines, damages, costs and expenses of any nature (including all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses and including all costs of investigation and defense of any actual or threatened demand, claim, action or proceeding) ("**Losses**" and each a "**Loss**"):

(i) suffered or incurred by such Moderna Party in connection with any demands, claims, actions, or proceedings of any kind whatsoever by a Person other than Purchaser or any Moderna Parties in their capacity as such (each, an "**Indemnity Third Party**") in connection with, caused by, arising out of, relating to, or resulting from the Manufacture, testing, development, delivery, distribution, administration, offer for sale, sale, import, export or use of the Product supplied to Purchaser under this Agreement;

(ii) suffered or incurred by such Moderna Party in connection with the provision, after the Effective Date, of clinical intervention for the Product or compensation to participants in any clinical trials in the Territory who may claim or suffer death or personal injury in connection with such clinical trials in the Territory;

(iii) which such Moderna Party would have statutory immunity pursuant to the PREP Act if it were applicable in the Territory, including with respect to all claims for Losses relating to the Manufacture, testing, development, delivery, export, import, distribution, administration, sale, offer for sale or use of the Product in the Territory for which Purchaser is responsible under this Agreement; or

(iv) for which Purchaser is responsible under this Agreement;

except, in each case of (i) through (iv) above, to the extent that any such Loss arises out of the Willful Misconduct of such Moderna Party. "**Willful Misconduct**" means conduct which comprises: (1) an intentional act, aimed at achieving a wrongful purpose and knowingly committed; (2) the absence of a legal or factual justification; and (3) disregard of a known or obvious risk that is so great as to make it highly probable that the harm will outweigh the benefit. Actions consistent with rules or guidance set out by the appropriate Governmental Authorities will be considered to have an adequate legal or factual justification.

9.2 Indemnification Procedure. If any Indemnity Third Party makes or initiates a demand, claim, action, or proceeding, or notifies an intention to make or initiate a demand, claim, action, or proceeding, against such Moderna Party which may reasonably be considered likely to cause a Loss or be subject to the indemnity under Section 9.1 above (a "**Claim**"):

(i) Moderna, on behalf of such Moderna Party, will as soon as reasonably practicable, give written notice of the Claim to Purchaser, specifying the nature of the Claim in reasonable detail provided that the failure to promptly provide such notice will not relieve Purchaser of its obligations under this Agreement, provided that any delay in notice has not caused actual prejudice to the rights of Purchaser hereunder;

(ii) In the event the threat of a Claim is made against Moderna before the claim is filed in its appropriate jurisdiction, and if the Claim would be covered by the indemnification set out above in Section 9.1 and the related provisions in Sections 9.1 through 9.8, Moderna shall make reasonable efforts to provide notice of the threat of the Claim to the Purchaser (and the Parties will consult in good faith on how to address such threatened Claim);

(iii) In the event the entirety of the Indemnity Third Party Claim would be covered by the indemnification set out above in Section 9.1 and the related provisions in Sections 9.2 through 9.8, Moderna will, and will take reasonable actions to cause such Moderna Party to, provide all assistance and information reasonably required by Purchaser and its legal representatives in the investigation and defense of the Claim, all at the expense of Purchaser;

(iv) If an Indemnity Third Party Claim includes damages outside the scope of the Purchaser's indemnification in Section 9.1 then, regardless of whether the Indemnity Third Party makes its claim against the Purchaser or the Moderna Party, the Parties agree to participate in the defence and any settlement negotiations, to the extent of the responsibility of each Party. Both Parties agree to not settle any claim that admits the other's liability without the prior written approval of the other Party (such approval not to be unreasonably withheld, conditioned or delayed); and

(v) After consultation with the Purchaser, the Moderna Party shall, either:

(1) subject to Purchaser providing security to the applicable Moderna Parties (to the applicable Moderna Parties' reasonable satisfaction) against any Losses which may be incurred, Moderna will, and will cause such Moderna Parties to, take such actions as may be reasonable and appropriate to avoid, dispute, compromise or defend the Claim with all related costs and Losses to be paid by Purchaser within twenty eight (28) days of the submission by a Moderna Party of an invoice to Purchaser for such costs and Losses (subject to the payment in addition of interest on any outstanding invoice amount at an annual rate (but with interest accruing on a daily basis) of the lesser of the prime rate as reported in the Wall Street Journal, Eastern Edition in effect on the date that such payment would have been first due, and the maximum rate permitted by applicable Law, such interest to run from thirty (30) days from the date of receipt of the applicable invoice to Purchaser, until payment thereof in full together with such interest), provided always that the Moderna Parties may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to Purchaser, but without needing to obtain Purchaser's consent) if the applicable Moderna Parties believe that failure to settle the Claim would be prejudicial to the applicable Moderna Parties in any material respect; or

(2) require Purchaser to assume (with its own counsel and at its own costs) sole control of the defense and settlement of the Claim; *provided, further*, that: (A) Purchaser will reasonably take into consideration the interests of Moderna and the applicable Moderna Parties and will not conclude any agreement or make any compromise or settlement with any Person in relation to such Claim without the prior written consent of Moderna (such consent not to be unreasonably conditioned, withheld or delayed); and (B) the applicable Moderna Parties will have the right, but not the obligation, to participate in the defense or settlement of the Claim and to retain its own counsel in connection with such Claim at its own expense.

9.3 Limitations on Indemnification. The indemnification set out above in Section 9.1 and the related provisions in Sections 9.2 through 9.8 are intended to be interpreted broadly in favor of indemnification and to provide indemnification to the fullest extent permitted by the Laws of the State of New York. The indemnification set forth above is limited only if and to the extent that any such Loss arises out of the Willful Misconduct of the applicable Moderna Party. The indemnification set out in Section 9.1 and the related provisions in Sections 9.2 through 9.8 will otherwise be without financial cap, and without exclusion of any form of Loss, and will apply to all Product supplied pursuant to this Agreement whenever and howsoever distributed, used or administered. Nothing in this Agreement will restrict the type of damages available to Moderna for Purchaser's breach of the indemnification set out in Sections 9.1 through 9.8. Such recoverable damages will include diminutions in value, special, consequential, incidental, punitive, or indirect damages (including loss of profits, loss of revenue, and loss of Moderna's enterprise value).

9.4 Most Favored Nations on Indemnity Terms. Purchaser hereby represents and warrants to Moderna that the indemnity in Section 9.1 and the related provisions in Sections 9.2 through 9.8 are, at the Effective Date, as favorable as any indemnity offered by or on behalf of Purchaser or any Related Party to any Third Party in respect of any vaccine, medicine, medical device or other commercial product supplied to Purchaser or any Related Party in connection with the COVID-19 Pandemic. If Purchaser or any Related Party gives an indemnity in respect of any vaccine, medicine, medical device or other commercial product supplied to Purchaser or any Related Party in connection with the COVID-19 Pandemic on any terms that (individually or as a whole) are more preferable to that other party than to the Moderna Parties, then Purchaser will promptly notify Moderna of such preferential terms, which preferential terms will be substituted for and apply to this Agreement (in substitution of the less preferential terms) unless Moderna objects to such substitution.

9.5 Immunity from Suit. If Purchaser or any Related Party introduces legislation to provide for immunity from suit for developers, suppliers, exporters, importers, manufacturers, distributors or other members of the supply chain for any vaccine, medicine, medical device or other commercial product supplied to Purchaser in connection with the COVID-19 Pandemic, Purchaser will ensure that all Moderna Parties have the full benefit of any such immunity from suit in respect of the Product.

9.6 Attorneys' Fees and Expenses. The Parties acknowledge that the indemnity provisions and related covenants set forth herein are an essential inducement to Moderna entering into this Agreement. In the event that Moderna brings legal action (including arbitration) to enforce any right to indemnity and related covenants under this Agreement and prevails in whole or in any material part, Purchaser will pay all attorneys' fees and other expenses incurred by the Moderna Parties in connection with any such action, such that the Moderna Parties are made whole.

9.7 Suspension and Termination. In the event that Purchaser fails to comply with any of its obligations under Sections 9.1 through 9.8, Moderna will be entitled to (i) immediately suspend (a) performance of any or all of its obligations under this Agreement in its sole discretion and (b) any rights granted to Purchaser under this Agreement in relation to the Manufacture, testing, development, delivery, export, import, distribution, administration, sale, offer for sale, donation or use of the Product, in each case until such failure to comply is fully cured and without being in breach of this Agreement or waiving Moderna's right to demand indemnification under this Agreement, or (ii) terminate this Agreement in accordance with Section 11.2(ii) as a material breach of this Agreement.

9.8 Set-off. Moderna will be entitled, to the fullest extent permitted by applicable Law, to set-off and apply against any amounts payable to Purchaser (including pursuant to Section 4.3(v)) or any Related Party or any department, institution or other such entity of the Government of Colombia (other than import and export duties, income tax, corporation tax, capital gains tax, value added tax, or any other taxes), any amounts owed to Moderna or any other Moderna Party by Purchaser under the terms of this Agreement, including the payments under Section 4.1(ii) or 4.1(iii) or under the indemnification in Sections 9.1 through 9.8.

9.9 Limitation of Liability.

(i) Remedies for Deficient Product. If Purchaser makes a Product Claim under Section 5.4 and the Parties agree the Product is Deficient Product, or the Product is determined to be Deficient Product under Section 5.4, Moderna will promptly replace the Product. Except for any claim for expenses related to a Recall under Section 6.4, the remedies described in this Section 9.9(i) will be Purchaser's sole and exclusive remedy (in contract, tort, negligence, equity or otherwise) for Deficient Product. Notwithstanding anything herein to the contrary, the remedy under this Section 9.9(i), if applicable (including in the case of Recall), will apply only to the extent that the affected Deficient Product is unsold or unused and returned, destroyed or otherwise disposed of by Purchaser in accordance with this Agreement.

(ii) Remedies for Shortages. The sole and exclusive remedy (in contract, tort, negligence, equity or otherwise) for any claim by Purchaser for shortages or any failure to deliver any Product (excluding, for the avoidance of doubt, any Deficient Product under Section 5.4) to Purchaser prior to the end of the Term will be as set forth in Section 11.3(ii).

(iii) Maximum Liability. Except as set forth in Sections 4.3(v), 5.4(i), or 11.3(ii), Moderna's maximum aggregate liability to Purchaser under or in connection with this Agreement (however arising, including contract, tort, negligence, indemnity, breach of statutory duty,

or otherwise) will not exceed ten percent (10%) of the Total Payment actually paid hereunder (net of any offsets or refunds due or payable hereunder).

9.10 Consequential and Other Damages. UNDER NO CIRCUMSTANCES WHATSOEVER WILL MODERNA OR ITS AFFILIATES BE LIABLE TO PURCHASER OR ANY RELATED PARTIES IN CONTRACT, TORT, NEGLIGENCE, INDEMNITY, BREACH OF STATUTORY DUTY, OR OTHERWISE FOR: (I) ANY (DIRECT OR INDIRECT) DELAY, PENALTY, LOSS OF PROFITS, OF ANTICIPATED SAVINGS, OF BUSINESS, OF GOODWILL, OR OF USE OF THE PRODUCT OR COSTS OF ANY SUBSTITUTE SERVICES; (II) ANY RELIANCE DAMAGES, INCLUDING TO COSTS OR EXPENDITURES INCURRED TO EVALUATE THE VIABILITY OF ENTERING INTO THIS AGREEMENT OR TO PREPARE FOR PERFORMANCE UNDER THIS AGREEMENT; OR (III) FOR ANY OTHER LIABILITY, DAMAGE, COSTS, PENALTY, OR EXPENSE OF ANY KIND INCURRED BY THE OTHER PARTY OF AN INDIRECT OR CONSEQUENTIAL NATURE, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF THESE DAMAGES.

9.11 Allocation of Risk. The limitations of liability reflect the allocation of risk between the Parties. The limitations specified in this Section 9 will survive and apply even if any limited remedy specified in this Agreement is found to have failed its essential purpose. Purchaser acknowledges the urgent nature of the circumstances giving rise to this Agreement and acknowledge that vaccine development, especially with the accelerated development time frame in respect of the Product, involves risk including in relation to safety and efficacy. However, given the nature of the current pandemic and its global health and economic impact Purchaser has determined that the potential benefits of the accelerated development, manufacture, supply, and use of the Product outweighs the potential risks and is in the best interest of the public.

10. REPRESENTATIONS AND WARRANTIES.

10.1 Moderna Warranties. Moderna represents and warrants to Purchaser as of the Effective Date that:

(i) Moderna is a limited liability company ("*Gesellschaft mit beschränkter Haftung*") duly incorporated, validly existing, and in good standing under the Laws of Switzerland;

(ii) it has the full power and right to enter into this Agreement and to carry out its obligations under this Agreement;

(iii) the execution and delivery of this Agreement by Moderna has been authorized by all requisite company action and this Agreement is and will remain a valid and binding obligation of Moderna, enforceable in accordance with its terms, subject to laws of general application; and

(iv) the execution, delivery and performance of this Agreement, and compliance with the provisions of this Agreement, by Moderna does not and will not: (a) violate in any material respect any provision of applicable Laws or any ruling, writ, injunction, order, permit, judgment or decree of any Governmental Authority, (b) constitute a material breach of, or default under (or an event which, with notice or lapse of time or both, would become a default under) or materially conflict with, or give rise to any right of termination, cancellation or acceleration of, any agreement, arrangement or instrument, whether written or oral, by which Moderna or any of its assets are bound, or (c) violate or conflict with any of the provisions of Moderna's organizational documents (including any articles or memoranda of organization or association, charter, bylaws or similar documents).

10.2 Purchaser Warranties. Purchaser represents and warrants to Moderna as of the Effective Date that:

(i) it has the full power and right to enter into this Agreement and to carry out its obligations under this Agreement;

(ii) the execution and delivery of this Agreement by Purchaser has been authorized by all requisite action and this Agreement is and will remain a valid and binding obligation of Purchaser, enforceable in accordance with its terms, subject to laws of general application;

(iii) the execution, delivery and performance of this Agreement, and compliance with the provisions of this Agreement, by Purchaser does not and will not: (a) violate in any material respect any provision of applicable Laws or any ruling, writ, injunction, order, permit, judgment or decree of any Governmental Authority, or (b) constitute a material breach of, or default under (or an event which, with notice or lapse of time or both, would become a default under) or materially conflict with, or give rise to any right of termination, cancellation or acceleration of, any agreement, arrangement or instrument, whether written or oral, by which Purchaser or any of its assets are bound;

(iv) it has sufficient, liquid funds to pay all amounts hereunder; and

(v) the Product, if labelled and Manufactured in accordance with this Agreement, the Marketing Approval, and in compliance with cGMP and Applicable Laws, may be lawfully imported, distributed, administered and used in the Territory.

10.3 Disclaimer. MODERNA AND ITS AFFILIATES MAKE NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OF NON-INFRINGEMENT, OR REGARDING RESULTS OBTAINED THROUGH THE USE OF ANY PRODUCT.

11. TERM; TERMINATION.

11.1 Term. This Agreement will commence on the Effective Date and will continue until the earliest of (i) the date that all of the then current Confirmed Volume of the Product has been delivered by Moderna to Purchaser, (ii) December 31, 2022 (the "**End Date**") and (iii) the termination of this Agreement in accordance with Section 11.2 (the "**Term**").

11.2 Termination.

(i) The Parties may terminate this Agreement for any reason by mutual written agreement if set forth in writing and executed by an authorized representative of each Party.

(ii) Moderna may terminate this Agreement, in its sole discretion, by written notice to Purchaser if the Initial Product Payment, the Local Marketing Approval Payment, or any Delivered Product Payment is not paid in accordance with Section 4.1.

(iii) Either Party may terminate this Agreement, by written notice to the other Party, for any material breach of this Agreement by the other Party (other than a failure to pay the

Initial Product Payment on time), if such breach is not cured within thirty (30) days after the breaching Party receives written notice of such breach from the non-breaching Party; *provided*, *however*, that if such breach is not capable of being cured within such thirty (30)-day period and the breaching Party has commenced and diligently continued actions to cure such breach within such thirty (30)-day period, except in the case of a payment default, the cure period will be extended to ninety (90) days, so long as the breaching Party is making diligent efforts to do so. Such termination will be effective upon expiration of such cure period; *provided,* that in the event that the breaching Party disputes in good faith the non-breaching Party's grounds for terminating this Agreement pursuant to this Section 11.2(ii), then the Parties will refer such dispute for resolution in accordance with Section 12.3, and the provisions therein will apply.

11.3 Effects of Expiration or Termination.

(i) In the event of the expiration or termination of this Agreement in accordance with the terms hereof, this Agreement will forthwith become void and thereafter there will be no liability on the part of any Party, any Moderna Party or any Related Party; *provided*, that any expiration or termination of this Agreement will not affect any payments due prior to and unpaid as of the effectiveness of such expiration or termination; *provided, further*, that the provisions of Sections 3.2, 3.3, 3.4, 4.3, 6.6, 7, 8, 9, 10.3, 11.3(i), 11.3(ii) (solely in the case in which the Term expires as a result of the occurrence of the End Date), 11.3(iii) and 11.3(iv), and Exhibits C and E and Sections 1 and 12 of this Agreement (solely as each applies to the foregoing Sections and Exhibits) will remain in full force and effect and survive any termination or expiration of this Agreement.

(ii) If the Term expires as a result of the occurrence of the End Date, Purchaser will be entitled to a refund pursuant to Section 4.3(v) in an amount equal to the Total Payment minus any Delivered Doses as of such date multiplied by the applicable Price Per Dose for each such Delivered Dose; provided in no event shall the aggregate refund under this Section 11.3(ii) result in Moderna receiving less than the Minimum Product Payment.

(iii) In the event of a termination of this Agreement pursuant to Section 11.2(ii) as a result of Purchaser's material breach, any unpaid Delayed Payments (subject to any reductions in accordance with Section 4.3(v) (if applicable)) will be paid to Moderna within five (5) Business Days after such termination.

(iv) Upon the expiration or termination of this Agreement, at the written request of the disclosing Party, the receiving Party will return to the disclosing Party or destroy all originals, copies, and summaries of documents, materials, and other tangible manifestations of Confidential Information in the possession or control of the receiving Party (including its employees, advisors, agents and Affiliates); *provided*, *however*, that (a) one (1) copy of the Confidential Information may be retained by the receiving Party for the sole purpose of monitoring its ongoing obligations hereunder and (b) one (1) copy of Purchaser's Confidential Information may be retained and used by or on behalf of Moderna or its Affiliates in connection with regulatory filings for the Products. Purchaser also will promptly return to Moderna all materials, equipment, samples, data, reports, and other property, information or know-how in recorded form that was provided by or on behalf of Moderna or developed for Purchaser hereunder.

12. MISCELLANEOUS.

12.1 Assignment. Except as expressly provided in this Agreement, this Agreement may not be assigned or otherwise transferred, nor may any right or obligation hereunder be delegated, assigned or transferred, by either Party without the written consent of the other Party. Notwithstanding

the foregoing, Moderna may, without Purchaser's written consent, assign this Agreement and its rights and obligations hereunder in whole to any Affiliate of Moderna or any party that acquires, by or otherwise in connection with, merger, sale of assets, reorganization, consolidation or otherwise, all or substantially all of the business of Moderna to which the subject matter of this Agreement relates. Any purported assignment in violation of this Section 12.1 will be null, void, and of no legal effect.

12.2 Governing Law. This Agreement will be construed and the respective rights of the Parties determined in accordance with the substantive Laws of the State of New York, notwithstanding any provisions of New York Laws or any other Laws governing conflicts of laws to the contrary, and the patent Laws of the relevant jurisdiction without reference to any rules of conflicts of laws to the contrary. Each Party, and its Affiliates and Related Parties, disclaims any reliance on any representation, act or omission other than what is expressly set forth in this Agreement. The Parties expressly reject any application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods.

12.3 Dispute Resolution.

(i) Disputes. Except as expressly set forth otherwise in this Agreement, disputes of any nature arising (whether in contract, tort or otherwise) under, relating to, or in connection with this Agreement or the transactions contemplated by this Agreement ("**Disputes**") will be resolved pursuant to this Section 12.3.

(ii) Dispute Escalation. In the event of a Dispute between the Parties, the Parties will first attempt to resolve such Dispute by good faith negotiation and consultation between Purchaser Representative and the Project Manager. In the event that such Dispute is not resolved on an informal basis within twenty (20) days from receipt of the written notice of a Dispute, any Party may, by written notice to the other, have such Dispute referred to Stéphane Bancel for Moderna and Fondo Nacional de Gestion del Riesgo de Desastres for Purchaser (or their respective designees, which designees will have decision-making authority on behalf of the applicable designating Party), who will attempt to resolve such Dispute by good faith negotiation and consultation for a twenty (20) day period following receipt of such written notice.

(iii) ICC Arbitration. In the event a Dispute between the Parties is not resolved pursuant to Section 12.3(ii), either Party may at any time after the time periods set forth in Section 12.3(ii) above submit such Dispute to be finally settled by arbitration administered in accordance with the procedural rules of the International Chamber of Commerce ("**ICC**") in effect at the time of submission, as modified by this Section 12.3. The arbitration and any arbitral award will be enforced under the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*), including the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (9 U.S.C. §201 *et seq.*). The arbitration will be heard and determined by three (3) arbitrators who are retired judges or attorneys with at least ten (10) years of relevant experience in the pharmaceutical and biotechnology industry, each of whom will be impartial and independent (the "**Tribunal**"). Pursuant to Article 13 of the ICC Rules of Arbitration, each Party will appoint one arbitrator and the third arbitrator will be selected by the International Court of Arbitration. Such arbitration will take place in New York, New York and the arbitration will be conducted in English. The Parties covenant and agree that they will participate in the arbitration in good faith and that they will share equally its costs, except as otherwise provided herein or as ordered by the Tribunal. The Tribunal will award the prevailing Party its costs and expenses of the arbitration, including attorneys' fees and related fees and expenses. Any Party unsuccessfully refusing to comply with an order or award of the Tribunal will be liable for costs and expenses, including attorneys' fees, incurred by the other Party in enforcing any such order or award. The Tribunal will have the power to order the production of relevant documents by each Party. No other discovery will be permitted in the

absence of extraordinary circumstances as determined by the Tribunal. It is the intent of the Parties that the arbitration proceed in a manner that is efficient, expeditious and cost-effective.

(iv) The Tribunal will determine the arbitrability of any disputes and the applicability of this Section 12.3, and will be empowered to grant interim and injunctive relief. Purchaser (a) hereby waives to the extent not prohibited by Law, and agrees not to assert, by way of motion, as a defense or otherwise, in any such action, suit, arbitration or proceeding, any claim of sovereign immunity or that it is not subject personally to the jurisdiction of the forums named herein, that its property is exempt or immune from attachment or execution, that any such action, suit, arbitration or proceeding brought in one of the forums named herein should be dismissed on grounds of forum non conveniens, should be transferred to any forum other than one of the forums named herein, or should be stayed by reason of the pendency of some other action, suit, arbitration or proceeding in any other forum other than one of the forums named herein, or that this Agreement or the subject matter hereof may not be enforced in or by such forums, and (b) hereby agrees not to commence any such action, suit, arbitration or proceeding other than before one of the forums named herein nor to make any motion or take any other action, suit, arbitration or proceeding seeking or intending to cause the transfer or removal of any such action, suit, arbitration or proceeding to any forum other than one of the forums named herein whether on the grounds of forum non conveniens or otherwise. The Parties agree that this arbitration agreement and any arbitral award may be enforced in the federal and state courts located in New York, New York and each Party hereby submits to the jurisdiction of such courts for such purposes. Notwithstanding the foregoing, application may be made to any court of competent jurisdiction with respect to the enforcement of any judgment or award, and if Moderna is unable to obtain jurisdiction in the forums named herein over Purchaser, then Moderna will, in its sole discretion, be permitted to commence any such action, suit, arbitration or proceeding in any forum in the Territory. To the extent that Purchaser has or hereafter may acquire any immunity (sovereign or otherwise) or similar defense from any action, suit, arbitration or proceeding, from jurisdiction of any forum, or from set off or any legal process (whether service or notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment, or otherwise) with respect to itself or any of its property, Purchaser hereby irrevocably waives and agrees not to plead or claim such immunity or defense in respect of any action, suit, arbitration or proceeding brought to enforce Moderna's rights or Purchaser's obligations under this Agreement or relating in any way to the Product.

(v) Injunctive Relief. Notwithstanding the Dispute resolution procedures set forth in this Section 12.3, in the event of an actual or threatened breach of this Agreement, the aggrieved Party may seek provisional equitable relief (including restraining orders, specific performance or other injunctive relief), without first submitting to any Dispute resolution procedures hereunder.

(vi) Tolling. The Parties agree that all applicable statutes of limitation and time-based defenses (such as estoppel and laches), as well as all time periods in which a Party must exercise rights or perform obligation hereunder, will be tolled once the dispute resolution procedures set forth in this Section 12.3 have been initiated and for so long as they are pending, and the Parties will cooperate in taking all actions reasonably necessary to achieve such a result. In addition, during the pendency of any Dispute under this Agreement (a) this Agreement will remain in full force and effect, (b) the provisions of this Agreement relating to termination for material breach with respect to such Dispute will not be effective, (c) the time periods for cure as to any termination notice given prior to the initiation of action, suit, arbitration or proceedings will be tolled, (d) any time periods to exercise rights or perform obligations will be tolled, and (e) neither Party will issue a notice of termination pursuant to this Agreement based on the subject matter of the action, suit, arbitration or proceedings, in each case ((a) – (e)), until the applicable forum has confirmed the material breach and the existence of the facts claimed by a Party to be the basis for the asserted material breach; *provided,* that if such breach can be

cured by (i) the payment of money, then the defaulting Party will have an additional ten (10) calendar days after its receipt of the judgement or arbitral award to pay such amount, or (ii) the taking of specific remedial actions, the defaulting Party will have a commercially reasonable period to diligently undertake and complete such remedial actions within such commercially reasonable period or any specific timeframe established by the applicable forum's decision before any such notice of termination can be issued. Further, with respect to any time periods that have run during the pendency of the Dispute, the applicable Party will have a commercially reasonable period of time or any specific timeframe established by the applicable forum's decision to exercise any rights or perform any obligations affected by the running of such time periods.

12.4 Entire Agreement; Amendments. This Agreement (including the Exhibits), together with the PVA and the QAA, contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all previous arrangements with respect to the subject matter hereof, whether written or oral, including, effective as of the Effective Date, that Acuerdo de Confidencialidad, dated December 2, 2020, between Moderna and el Ministerio de Salud y Protecciòn Social (*provided,* that all information disclosed or exchanged prior to the Effective Date relating to the subject matter of this Agreement will be treated as Confidential Information hereunder) will terminate and be of no further force and effect on and following the Effective Date. This Agreement (or any Exhibit to it) may be amended, or any term hereof modified, only by a written instrument duly executed by authorized representatives of both Parties.

12.5 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable will be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof, and the remaining provisions will be construed and enforced in all respects as if such invalid or unenforceable provision or provisions had been omitted and substituted with a provision that is valid, legal and enforceable and most closely effectuates the original intent of this Agreement. The invalidity of a particular provision in a particular jurisdiction will not invalidate such provision in any other jurisdiction.

12.6 Headings. The captions to the Sections hereof are not a part of this Agreement, but are merely for convenience to assist in locating and reading the several Sections hereof.

12.7 Waiver of Rule of Construction. Each Party has had the opportunity to consult with counsel in connection with the review, drafting and negotiation of this Agreement. Accordingly, the rule of construction that any ambiguity in this Agreement will be construed against the drafting Party will not apply.

12.8 Interpretation. Except where the context expressly requires otherwise: (i) the use of any gender herein will be deemed to encompass references to either or both genders, and the use of the singular will be deemed to include the plural (and vice versa); (ii) the words "include", "includes" and "including" will be deemed to be followed by the phrase "without limitation" and will not be interpreted to limit the provision to which it relates; (iii) the word "shall" will be construed to have the same meaning and effect as the word "will"; (iv) any definition of or reference to any agreement, instrument or other document herein will be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein); (v) any reference herein to any Person will be construed to include the Person's successors and permitted assigns; (vi) the words "herein," "hereof," and "hereunder," and words of similar import, will be construed to refer to this Agreement in each of their entirety, as the context requires, and not to any particular provision hereof; (vii) all references herein to Sections or Exhibits will be construed to refer to sections or exhibits of this Agreement, and references to this Agreement include all the Exhibits attached hereto; (viii) the word "notice" means notice in writing

(whether or not specifically stated); (ix) provisions that require that a Party or the Parties "agree," "consent," or "approve" or the like will require that such agreement, consent or approval be specific and in writing, whether by written agreement, letter, approved minutes or otherwise (but instant messaging); (x) references to any specific law, rule or regulation, or article, section or other division thereof, will be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof; (xi) the term "or" will be interpreted in the inclusive sense commonly associated with the term "and/or"; (xii) unless otherwise specified, "day" means a calendar day; and (xiii) the interpretation of this Agreement, any notice, consent or the like delivered hereunder, and any action, dispute, arbitration or proceeding, will be provided or conducted in English.

12.9 No Implied Waivers; Rights Cumulative. Except as expressly provided in this Agreement, no failure on the part of a Party to exercise, and no delay in exercising, any right, power, remedy or privilege under this Agreement, or provided by statute or at Law or in equity or otherwise, will impair, prejudice or constitute a waiver of any such right, power, remedy or privilege or be construed as a waiver of any breach of this Agreement or as an acquiescence therein, nor will any single or partial exercise of any such right, power, remedy or privilege preclude any other or further exercise thereof or the exercise of any other right, power, remedy or privilege.

12.10 Notices. Any notice or other communication required or permitted to be delivered to any Party under this Agreement will be in writing and will be deemed properly delivered, given and received: (i) if delivered by hand, when delivered; (ii) if sent on a Business Day by electronic mail before 5:00 p.m. (recipient's time) on the day sent by electronic mail and receipt is confirmed, on the date on which receipt is confirmed; (iii) if sent by electronic mail on a day other than a Business Day and receipt is confirmed, or if sent by electronic mail after 5:00 p.m. (recipient's time) on the day sent by electronic mail and receipt is confirmed, on the Business Day following the date on which receipt is confirmed; (iv) if sent by registered, certified or first class mail, the third Business Day after being sent; or (v) if sent by overnight delivery via a national courier service, two (2) Business Days after being delivered to such courier, in each case to the address set forth beneath the name of such Party below (or to such other address as such Party will have specified in a written notice given to the other Party):

If to Purchaser, to:	THE NATIONAL UNIT FOR DISASTER RISK MANAGEMENT Avenida Calle 26 No 92 – 32, Piso 2, Edificio Gold, Bogota – Colombia Attention: Adriana Lucia Jimenez Rodriguez Subaccount Manager COVID-19 Email: Adriana.jimenez@gestiondelriesgo.gov.co
With a copy to:	THE NATIONAL RISK MANAGEMENT FUND Calle 72 No. 10 – 03 Piso 5, Bogota - Colombia Attention: Saul Hernando Suancha Talero Email: ssuancha@fiduprevisora.com.co
If to Moderna, to:	Moderna Switzerland GmbH c/o Walder Wyss Aeschenvorstadt 48 4051 Basel, Switzerland Attention: Katja Schott Email: katja.schott@walderwyss.com

With a copy to: Moderna Switzerland GmbH
c/o ModernaTX, Inc.
200 Technology Square
Cambridge, MA 02139
Attention: General Counsel
Emails: legal@modernatx.com and
Jerome.Maddox@modernatx.com

12.11 Force Majeure. Neither Party will be held liable to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in performing any obligation under this Agreement (except for any obligation to make payment) to the extent that such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party (each, a "**Force Majeure Event**"), including strikes or other labor disturbances, lockouts, riots, quarantines, communicable disease outbreaks, wars, acts of terrorism, cyber-attacks, fires, floods, storms, interruption of or delay in transportation, lack of and inability to obtain fuel, power or components, or compliance with any order, regulation, or enforcement decision of any Governmental Authority. The affected Party will notify the other Party of such Force Majeure Event as soon as reasonably practical, and will promptly undertake all reasonable efforts necessary to cure such Force Majeure Event and resume performance of its obligations hereunder. For sake of clarity, Moderna and Purchaser acknowledge and agree that either Party's ability to perform its obligations under this Agreement after the Effective Date may be affected by the COVID-19 pandemic (the "**COVID-19 Pandemic**") ongoing at the time of execution of this Agreement, and as such, both Parties understand and acknowledge that this COVID-19 Pandemic constitutes a Force Majeure Event as of the Effective Date. If a Party is actually prevented from performing any of its obligations under this Agreement due to the COVID-19 Pandemic, such non-performing Party will not be liable for breach of this Agreement with respect to such non-performance. Without limiting the foregoing, the Parties will agree on extensions to timeframes set forth in this Agreement to account for delays in carrying out activities and obligations hereunder to the extent such delays are a result of disruptions to business caused by the COVID-19 Pandemic or related laws and regulations.

12.12 Independent Parties. It is expressly agreed that the Parties will be independent contractors and that, except as otherwise required by applicable Laws, the relationship between the Parties will not constitute a partnership (including for US federal tax purposes), joint venture, or agency. Moderna will not have the authority to make any statements, representations, or commitments of any kind, or to take any action, that will be binding on Purchaser, without the prior written consent of Purchaser, and Purchaser will not have the authority to make any statements, representations, or commitments of any kind, or to take any action, that will be binding on Moderna, without the prior written consent of Moderna.

12.13 Counterparts. This Agreement may be executed in two or more counterparts, including electronically or by facsimile or PDF signature pages, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

12.14 Further Assurances. The Parties agree to reasonably cooperate with each other in connection with any actions required to be taken as part of their respective obligations under this Agreement, and will (i) furnish to each other such further information, (ii) execute and deliver to each other such other documents, and (iii) take such other actions (including working collaboratively to correct any clerical, typographical, or other similar errors in this Agreement), all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement.

12.15 Performance by Affiliates. Purchaser acknowledges and accepts that Moderna will have the right to extend the rights, licenses, immunities and obligations granted or imposed under this Agreement to one or more of its Affiliates. All applicable terms and provisions of this Agreement will apply to any such Affiliate to which this Agreement has been extended to the same extent as such terms and provisions apply to Moderna. Moderna will however remain primarily liable for any acts or omissions, including financial liabilities, of its Affiliates.

12.16 Binding Effect; No Third Party Beneficiaries. As of the Effective Date, this Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns. Except as expressly set forth in this Agreement, no Person other than the Parties and their respective Affiliates, and in the case of Moderna, the Moderna Parties, and permitted assignees hereunder will be deemed an intended beneficiary hereunder or have any right to enforce any obligation of this Agreement.

[***THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK***]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FONDO NACIONAL DE GESTIÓN DEL RIESGO DE DESASTRES, LEGAL TRUST IDENTIFIED WITH NIT. 900.978.341-9, ACTING THROUGH FIDUCIARIA LA PREVISORA S.A.

BY: _____
NAME: Saúl Hernando Suancha Talero
TITLE: Vicepresidente de Negocios Fiduciarios

MODERNA SWITZERLAND GMBH

DocuSigned by:
BY: Christoph Brackmann
723C18DBD0584C6...
NAME: Christoph Brackmann
TITLE: SVP Finance

EXHIBIT A

PRODUCT DESCRIPTION

Moderna's proprietary vaccine candidate known as mRNA-1273, which is a novel lipid nanoparticle (LNP)-encapsulated mRNA-based vaccine that encodes for a full-length, prefusion stabilized spike (S) protein of SARS-CoV-2.

EXHIBIT B

PRODUCT MARKS

MODERNA, MODERNATX, any Trademark incorporating either term, any Trademark that is used by Moderna in association with the Product, including any Trademarks that accompany the Product when delivered by Moderna to Purchaser, and any Trademark for which Moderna has applied for registration in the Territory. Moderna may provide Purchaser with a list of such Product Marks from time to time.

EXHIBIT C

DISPUTE RESOLUTION

Negotiation

If any dispute arises out of the Agreement, the Parties will first try to resolve it amicably. Any Party may send a notice of a dispute to the other, and each Party will appoint, within ten (10) Business Days from receipt of the notice, an appropriate single representative having full power and authority to resolve the dispute. The representatives will meet as necessary in order to resolve the dispute. If the representatives fail to resolve the matter within one month from their appointment, or if a Party fails to appoint a representative as required above: for Technical Disputes, the expert determination procedure may be started by either Party; and for all other disputes, each Party will refer the dispute immediately to a senior officer or member of Purchaser's administration (or another senior manager as he/she may designate) who will meet and discuss as necessary to try to resolve the dispute amicably.

Technical Disputes

If a dispute arises between the Parties that is exclusively related to technical aspects of the Manufacturing, packaging, labelling, quality control testing, handling, storage, or other activities under this Agreement, including conformance of the Product to the Specifications (a "**Technical Dispute**"), the Parties will use all reasonable efforts to resolve the dispute by amicable negotiations as provided above. If the Parties are unable to resolve a Technical Dispute by negotiation, the Technical Dispute will, at the written request of either Party, be referred for determination to an expert in the following manner:

(a) Appointment of Expert. Within ten (10) Business Days after the written request, the Parties will appoint a single agreed expert with experience and expertise in the subject matter of the dispute. If the Parties fail to agree the appointment within that period, then either Party may request that a neutral from the International Institute of Conflict Prevention and Resolution appoints a suitable expert (and both Parties will accept that appointment in the absence of evident conflict or bias). As a condition of the expert's appointment, the Parties will ensure that the expert agrees to disclose any actual or potential conflicts of interest promptly as they arise. The Parties do not intend that the expert acts as an arbitrator.

(b) Procedure. The Parties will require the expert to provide an opinion on each referred issue (with reasonably detailed reasoning) within fifteen (15) Business Days (or as agreed by the Parties with the expert). Each Party will give to the expert all the evidence and information within their respective possession or control as the expert may reasonably request, which they will disclose promptly and in any event within five (5) Business Days of a written request from the expert to do so. At all times the Parties will co-operate and seek to narrow and limit the issues to be determined.

(c) Final and Binding. The determination of the expert will, except for fraud or manifest error or where an unapproved conflict of interest is discovered, be final and binding upon the Parties with respect to the referred Technical Dispute.

(d) Costs. Each Party will bear its own costs for any matter referred to an expert under this Exhibit C and, in the absence of express agreement to the contrary, the costs and expenses of the expert will be shared equally by the Parties.

EXHIBIT D

ANTICIPATED DELIVERY SCHEDULE[1]

Anticipated First Tranche Delivery Date: []

Period	**Doses of Product**
Second Quarter 2021	One Hundred Thousand (100,000)
Third Quarter 2021	Five Million (5,000,000)
Fourth Quarter 2021	Four Million Nine Hundred Thousand (4,900,000)

[1] NTD: To be updated in connection with determining the final Confirmed Volume.

EXHIBIT E

DATA PROTECTION AND SECURITY STANDARDS

1. Background. In addition to the confidentiality, privacy, data security and data protection requirements set forth in this Agreement, where Moderna intends to provide to Purchaser any highly sensitive Confidential Information (including sensitive Confidential Information, information relating to Moderna Technology, personally identifiable information and other sensitive data or information owned, licensed or otherwise controlled by Moderna or its Affiliates (collectively, the "**Moderna Sensitive Data**")), Purchaser will at all times comply with the requirements set forth this Exhibit E (the "**Standards**") with respect to any Moderna Sensitive Data disclosed to Purchaser.

2. Control and Ownership. Purchaser must not access, collect, store, retain, transfer, use or otherwise process in any manner any Moderna Sensitive Data, except as directed by authorized personnel of Moderna, including any directions set forth in this Agreement or in these Standards. Purchaser will not make available any Moderna Sensitive Data to any Third Parties without the prior written consent of Moderna in each instance. Purchaser must return or delete (in the manner specified by Moderna) all Moderna Sensitive Data as indicated by Moderna if and when requested by Moderna.

3. Security Measures.

3.1 Security Policies and Management. Purchaser represents and warrants that it maintains a comprehensive cybersecurity program that complies with these Standards, all Applicable Law and incorporates industry best practices to protect its information technology systems, computers, hardware, software, technology and resources (the "**Purchaser Systems**") and all Moderna Sensitive Data. Purchaser's cybersecurity program must include a comprehensive organization-wide security policy that complies with all applicable and incorporates industry best practices which will include policies, procedures and technical and physical controls to (i) ensure the security, availability, integrity and/or confidentiality of Purchaser Systems and all Moderna Sensitive Data, (ii) identify and protect against potential threats or hazards to Purchaser Systems and Moderna Sensitive Data, (iii) protect against unauthorized access to or use of, alteration of and/or destruction of Purchaser Systems and Moderna Sensitive Data ("**Information Security Policy**"). Purchaser will ensure that these Standards, the Information Security Policy, incident response processes, and related guidelines will be communicated to all Purchaser personnel who are authorized to have access to such Moderna Sensitive Data. Purchaser will also communicate to such personnel any additional security requirements required by Moderna. Purchaser will conduct and review annual security risk assessments as part of its normal business operations and as part of its incident response processes, and will modify its security related processes, procedures, and guidelines based on the findings in such security risk assessments.

3.2 Data Security Responsibility. Prior to any disclosure of Moderna Sensitive Data, Purchaser will designate a management level or above security official employed by Purchaser responsible for the implementation and ongoing maintenance of its Information Security Policy. The appointed official will have appropriate recognized information security credentials and qualifications. Purchaser will identify such designated official and provide such official's contact information.

3.3 Data Classification. Purchaser's Information Security Policy will include a data classification system, which will protect Moderna Sensitive Data with at least the same level of protection that Purchaser uses for Purchaser's own most sensitive classified information.

4. Personnel Security.

4.1 Policies. Purchaser will inform its personnel and any approved Third Party contractors about relevant security procedures and their roles and ensure that personnel and approved Third Party contractors with access to Moderna Sensitive Data are subject to written confidentiality obligations. Purchaser will further inform its personnel and approved Third Party contractors of possible consequences of breaching Purchaser's security policies and procedures, which must include disciplinary action, including termination of employment for Purchaser's employees and termination of contract or assignment for contractors and temporary personnel.

5. Security Controls.

5.1 Access Controls. Purchaser will implement and maintain reasonable and appropriate access controls to protect Moderna Sensitive Data against unauthorized or accidental access, use, disclosure, deletion, loss, or alteration and to ensure that no unauthorized parties are able to access the Moderna Sensitive Data. Purchaser will routinely review the implemented access controls to ensure that they are adequate and sufficient to protect all Moderna Sensitive Data and the Purchaser Systems through which such Moderna Sensitive Data is stored, transmitted and/or processed.

5.2 Logical Segmentation. Purchaser will maintain Moderna Sensitive Data so that it is logically segmented from Purchaser's and other customers' information so that only authorized users can access Moderna Sensitive Data.

5.3 Physical Security Measures. Purchaser will take reasonable measures to ensure physical and logical security controls to mitigate the risk of unauthorized intrusion into Purchaser's premises. Additionally, Purchaser will ensure that restricted areas within facilities that house Moderna Sensitive Data and/or any Purchaser Systems through which Moderna Sensitive Data is processed or otherwise accessed will utilize industry standard physical access controls to permit access thereto by authorized users only.

5.4 System Access Controls. Purchaser will take reasonable measures to prevent Moderna Sensitive Data from being used without authorization. Purchaser will develop and maintain a patch management process, which ensures patches are appropriately tested and promptly deployed to rectify security vulnerabilities in a reasonable timeframe. Purchaser will maintain processes to continually monitor its network and systems for potential or actual security breaches. Purchaser will maintain robust processes to ensure that changes to the premises, networks, systems, software, information, websites and other media used to store or access Moderna Sensitive Data are appropriately tested and implemented to limit the potential for any adverse impact on the protection of Moderna Sensitive Data. Purchaser will utilize multi-factor authentication for those of its personnel who work remotely.

5.5 Endpoint Protection. Purchaser personnel will use trusted devices that are configured with security software (including without limitation, anti-virus, anti-malware, encryption, and remote administration) and protected against corruption, loss, or disclosure.

5.6 System Testing and Maintenance. Purchaser will test and maintain Purchaser Systems to protect Moderna Sensitive Data including, without limitation: (i) installing of critical security patches for operating systems and applications within thirty (30) days of publication, (ii) installing the latest recommended versions of operating systems, software and firmware for all system components, and (iii) ensuring that up-to-date system security agent software which includes malware protection set to receive automatically updated (at least daily) patches and virus definitions.

5.7 Malware and Antivirus Products. Purchaser will ensure that malware and anti-virus products are installed, running, updated and maintained on all hardware on which Moderna Sensitive Data is stored, or on which Moderna Sensitive Data is accessed.

5.8 Encryption and Transmission Controls. Purchaser will ensure that all Moderna Sensitive Data is encrypted using strong, standards-based, and commercially-reasonable encryption when transmitted over public networks (i.e. the Internet) and when stored on portable electronic devices (i.e., laptops or flash drives), and to use commercially reasonable encryption key management, including storing and transmitting encryption keys separately from the Moderna Sensitive Data. Purchaser will encrypt any devices including, without limitation, laptops, removable media and removable devices containing Moderna Sensitive Data that may be taken outside its facilities, including, without limitation, laptops and mobile devices. Purchaser will use standard encryption algorithms that meet the following criteria: (i) de facto cryptographic standard protocols (e.g., SSL, TLS, SSHv2, SFTP, IPSec, PGP, S/MIME, etc.), (ii) proven, standard algorithms as the basis for encryption technologies (e.g., AES, ECC, RSA, etc.), and (iii) the symmetric cryptosystem key lengths must be at least 128 bits strength. Asymmetric cryptosystem keys must be of a length equivalent to or more than the strength of 2048 bits for the RSA algorithm.

6. Network Controls. Purchaser will use robust processes to ensure that its firewalls, network segregation, perimeter, policies, and other network configurations and architecture are appropriately tested and implemented to limit the potential for any adverse impact on the confidentiality, integrity, or availability of Moderna Sensitive Data.

7. Breach Detection and Notification. Purchaser will implement an incident response plan and other policies and procedures designed to detect, respond to, and otherwise any possible information security incidents including measures to (i) monitor and detect actual and attempted attacks on, or intrusions into, the Purchaser Systems and/or Moderna Sensitive Data, (ii) to identify and respond to suspected or known information security incidents, (iii) to immediately mitigate the harmful effects of any information security incidents, and (iv) to closely track and frequently (at least on a daily basis, or more frequently as required by Moderna) provide detailed reports and documentation to Moderna regarding such information security incidents, and the resulting forensic and remediation efforts and outcomes of such efforts. If Purchaser becomes aware of any actual or suspect unauthorized access to any Moderna Sensitive Data and/or the systems on or through which any Moderna Sensitive Data is stored, transmitted and/or processed, Purchaser will notify Moderna immediately (and in all events within 24 hours of first becoming aware of any suspected unauthorized access) via email to legal@modernatx.com, consult and cooperate with investigations and potentially required notices, and provide any information reasonably requested by Moderna.

8. Cooperate with Compliance Obligations. At Moderna's reasonable request, Purchaser will contractually agree to comply with any changes to laws or industry standards designed to protect Moderna Sensitive Data ("Changes"), if and to the extent such Changes apply to any Moderna Sensitive Data disclosed to Purchaser.

9. Indemnification. Notwithstanding anything to the contrary in the Agreement, Purchaser will indemnify, defend and hold harmless Moderna, its officers, directors, agents and employees (the "Indemnitees") to the fullest extent permitted by law for any damages, losses or expenses (including attorneys' fees, experts' fees, court costs and expenses) incurred by any Indemnitee related to any breach of these Standards by Purchaser.

10. Limitation of Liability. Notwithstanding anything to the contrary in the Agreement, no limitations on liability or exclusions or damages set forth in the Agreement will apply to any losses, claims or actions arising out of these Standards.