

CONFIDENTIAL DISCLOSURE AGREEMENT

(Two way: Mutual Disclosure)

This Confidential Disclosure Agreement (“**Agreement**”) is effective as of September 16, 2020 (“**Effective Date**”) and is made

Among:

Pfizer Inc, a corporation organized and existing under the laws of Delaware, with offices at 235 East 42nd Street, New York, New York 10017, USA (“**Pfizer**”) and The State of the Netherlands, represented by his Minister of Public Health, Welfare and Sport, on behalf of the Minister represented by (10)(2e) (10)(2e) (10)(2e) (10)(2e) of the National Institute for Public Health and the Environment (Rijksinstituut voor Volksgezondheid en Milieu) with offices at Antonie van Leeuwenhoeklaan 9, 3721 MA Bilthoven, The Netherlands (“**RIVM**”).

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

Pfizer and RIVM are sometimes individually referred to herein as “Party” and collectively referred to herein as the “Parties.

The Parties agree as follows:

1) Definitions

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

“**Confidential Information**” means all confidential or proprietary information, other than Exempt Information, in any form concerning, the Purpose, in each case which is directly or indirectly disclosed by or on behalf of the Disclosing Party or its Affiliates to the Receiving Party or its Representatives pursuant to this Agreement during the Disclosure Period (as defined below) regardless of the manner in which it is disclosed, delivered, furnished, learned or observed, either marked “Confidential” or, if oral, declared to be confidential when disclosed and confirmed in writing within thirty (30) days of disclosure. Failure to mark Confidential Information disclosed in writing hereunder as “Confidential” shall not cause the information to be considered non-confidential, with the burden on the Disclosing Party, to prove such information clearly should have been known by a reasonable person with expertise on the subject matter, based on the nature of the information and the circumstances of its disclosure, to be Confidential Information, provided that the Disclosing Party has otherwise made good faith efforts to clearly mark Confidential Information as such.

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

“Disclosure Period” means the period during which either Party may disclose Confidential Information to the other Party. The Disclosure Period shall commence on the Effective Date (as defined above), and shall expire twelve (12) months after such date, unless (i) the Disclosure Period is either extended or terminated earlier in writing by mutual agreement of the Parties, in which case the Disclosure Period shall expire on the date agreed by the Parties in such writing or (ii) the Disclosure Period is terminated pursuant to clause 3 below in which case the Disclosure Period shall expire on the date of termination.

“Exempt Information” means information that: (i) the Receiving Party or any of its Representatives lawfully possessed, as demonstrated by competent proof, before the Disclosing Party, or its Affiliates, disclosed such information under this Agreement; or (ii) was already generally available and in the public domain at the time of disclosure, or becomes public (other than as a result of breach of this Agreement by the Receiving Party or its Representatives); (iii) the Receiving Party or any of its Representatives lawfully obtains from a Person not in breach of any confidentiality obligation (or other prohibition from disclosing the information) to the Disclosing Party or its Affiliates with respect to such information (and Receiving Party has made reasonable enquiry with respect thereto); or (iv) the Receiving Party evidences to the reasonable satisfaction of the Disclosing Party is independently developed by or on behalf of the Receiving Party or its Representatives without the use of, reference to, aid from, or reliance on, the Confidential Information. In clarification of the foregoing, a general disclosure in the public domain will not cause more specific (but related) information to be deemed Exempt Information under one of the above exceptions; similarly, a combination of several pieces of information, which individually would be deemed Exempt Information, will not be deemed Exempt Information unless the combination itself is in the public domain, independently developed by the Receiving Party or its Representatives or otherwise lawfully in the possession of the Receiving Party or any of its Representatives.

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

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

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

“Representatives” means, with respect to Receiving Party, its Affiliates and its and their respective directors, officers, and employees, agents, contractors, consultants, advisors and representatives who (a) are subject to an obligation of confidentiality protecting the Confidential Information on terms no less restrictive than those contained in this Agreement; and (b) have a need to know the Confidential Information in connection with the Purpose.

“Restricted Market(s)” (10)(2a)

(10)(2a)

“Restricted Party(ies)” means an individual or entity on the list of sanctioned entities maintained by the United Nations; the Specially Designated Nationals List and the Sectoral Sanctions Identifications List of the U.S. Treasury Department’s Office of Foreign Assets Control; the U.S. Denied Persons List, the U.S. Entity List, and the U.S. Unverified List of the U.S. Department of Commerce; entities subject to restrictive measures and the Consolidated List of Persons, Groups and Entities Subject to E.U. Financial Sanctions, as implemented by the E.U. Common Foreign and Security Policy; the List of Excluded Individuals / Entities published by the U.S. Health and Human Services Office of Inspector General; any lists of prohibited or debarred parties established under the U.S. Federal Food Drug and Cosmetic Act; the list of parties suspended

or debarred from contracting with the U.S. government; and similar lists of restricted parties maintained by the governmental authorities of the countries that have jurisdiction over the activities conducted under this Agreement.

2) Treatment of Confidential Information

- (a) The Receiving Party shall maintain, and shall cause its Representatives which have access to the Disclosing Party's Confidential Information to maintain, the confidentiality of the Disclosing Party's Confidential Information with the same degree of care as it maintains the confidentiality of its own confidential information, which in no event shall be less than a reasonable standard of care.
- (b) The Receiving Party and its Representatives may use, copy and make extracts of the Disclosing Party's Confidential Information only in connection with the Purpose and, without limiting the foregoing, shall not use the Confidential Information for the benefit of the Receiving Party or any of its Representatives, or for the benefit of any other Person.
- (c) The Receiving Party shall not disclose any of the Disclosing Party's Confidential Information to any Person other than its Representatives. The Receiving Party is liable to the Disclosing Party for any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement by any of its Representatives, whether or not such Representatives remain employed by or in contractual privity with the Receiving Party.
- (d) Except as set out in clause 2(e) below, upon the Disclosing Party's written request, the Receiving Party shall promptly return to the Disclosing Party or, at the Receiving Party's option, destroy or delete all copies and extracts of the Disclosing Party's Confidential Information, in whatever medium, then in the Receiving Party's or its Representatives' possession. Upon the Disclosing Party's request, the Receiving Party shall confirm in writing as to any such destruction.
- (e) Notwithstanding clause 2(d) above, the Receiving Party: (i) may retain a single copy of the Disclosing Party's Confidential Information for the sole purpose of ascertaining its ongoing rights and responsibilities in respect of such information; and (ii) shall not be required to destroy any computer files stored securely by the Receiving Party or its Affiliates that are created during automatic system back up, or retained for legal purposes by the legal division of the Receiving Party and its Affiliates, provided that such retained Confidential Information shall remain subject to the terms of this Agreement.
- (f) Notwithstanding anything to the contrary contained herein, the Receiving Party shall be permitted to disclose (and the Receiving Party shall not be required to destroy) any of the Disclosing Party's Confidential Information that is required or requested to be disclosed by a governmental authority or pursuant to applicable law in connection with a legal or administrative proceeding, provided that the Receiving Party shall: (i) notify the Disclosing Party of any such disclosure requirement or request as soon as practicable; (ii) cooperate and reasonably assist with the Disclosing Party (at the Disclosing Party's cost) if the Disclosing Party seeks a protective order or other remedy in respect of any such disclosure and (iii) furnish only that portion of the Confidential Information which, in the opinion of Receiving Party's legal counsel, is responsive to such requirement or request.
- (g) The Disclosing Party acknowledges and agrees that the Receiving Party may have present or future business activities or opportunities, including business activities or opportunities with other Persons, involving similar products, programs, technologies or processes that may compete with a product, program, technology or process included in the Confidential Information or covered by this Agreement. Accordingly, each Party acknowledges and agrees that nothing in this Agreement shall be construed as a representation or inference that the other Party will not develop for itself, or enter into business relationships with other Persons regarding products, programs, technologies or processes that are similar

to or that may compete with any product, program, technology or process included in the Confidential Information or covered by this Agreement, provided that Confidential Information shall not be used or disclosed in breach of this Agreement.

3) Term and Termination

The term during which disclosures may be made and received under this Agreement will be the Disclosure Period. Each Party's obligations under this Agreement will terminate five (5) years from the Effective Date. Notwithstanding the foregoing, either Party may terminate the Disclosure Period with immediate effect at any time, without cause and in its sole discretion, upon giving written notice.

4) Other Matters

- (a) Each Party represents and warrants to the other that it has the legal power and authority to enter into and perform under this Agreement, and that it has the right to disclose its Confidential Information, without violating the rights or obtaining the consent of any Person. The Parties acknowledge that except as expressly set forth herein: (a) neither Party has made any representation, warranty, or promise to the other, express or implied, upon which either is entitled to rely in any way; and (b) the Parties specifically waive and disclaim any reliance, dependence or action based on any written or verbal statement or promise made by either Party to the other.
- (b) Each Party will comply with any and all applicable import, export, and economic sanctions laws and regulations relating to its performance under this Agreement. Each Party will not, for activities under this Agreement, (1) engage in any such activities in a Restricted Market; (2) involve individuals ordinarily resident in a Restricted Market; or (3) involve companies, organizations, or governmental entities from a Restricted Market. Each Party agrees that it will not knowingly transfer to the other any goods, software, technology, information, or services that are (a) controlled at a level other than EAR99 under the U.S. Export Administration Regulations; (b) controlled under the U.S. International Traffic in Arms Regulations (ITAR); (c) specifically identified as an E.U. Dual Use Item; or (d) on an applicable export control list of a foreign country. Each Party certifies that (i) it is not on any Restricted Party list; and (ii) it is not owned or controlled by any individual or entity on any Restricted Party list.
- (c) Neither this Agreement nor the performance by either Party hereunder shall transfer to the Receiving Party any proprietary right, title, interest or claim in or to any of the Disclosing Party's Confidential Information (including but not limited to any intellectual property rights subsisting therein) or be construed as granting a license to its Confidential Information.
- (d) No Party is obligated to negotiate or enter into any other agreement and any evaluation or discussions may be terminated at the sole discretion of any Party at any time and for any reason. Each Party shall be responsible for its own expenses in connection with any evaluation or discussion relating to the Confidential Information or any possible transaction or other relationship between the Parties and/or one or more of their respective Affiliates. Unless and until a definitive agreement is executed and delivered by the Parties, no Party is under any legal obligation of any kind with respect to any transaction, except for the matters specifically agreed to in this Agreement, and the execution and delivery of such definitive agreement is a condition precedent to the creation of any legally binding obligation with respect to any transaction.
- (e) A waiver by any Party of any term or condition of this Agreement must be in writing signed by the waiving Party. A waiver in one instance of a term or condition shall not be deemed a waiver of such term or condition in any other instance.
- (f) This Agreement sets forth the Parties' entire understanding about its subject matter and supersedes any other prior agreement or understanding between the Parties about its subject matter. This Agreement

may be amended, or any term hereof modified, only by a written instrument duly executed by authorized representatives of all Parties hereto.

- (g) The Parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors and permitted assigns. No Party shall assign or delegate its obligations under this Agreement either in whole or in part without the prior written consent of the other Parties; provided, however, that any Party may assign this Agreement, without the other Parties' consent, to (a) an Affiliate or (b) a Person that acquires all or substantially all of the business or assets of the assigning Party relating to the subject matter of this Agreement, whether by merger, reorganization, acquisition, sale or otherwise. An assignment of this Agreement to an Affiliate under subsection (a) above shall not relieve the assignor of liability of its obligations hereunder. Any attempted assignment not in accordance with this clause 4(g) shall be void.
- (h) Each Party shall maintain as confidential this Agreement, the fact that discussions are taking place between the Parties and the content of such discussions, and no Party shall issue or make, or cause to be issued or made, any announcement or any other public disclosure concerning this Agreement or the substance of any discussions between the Parties (except as required under applicable laws and regulations) without the prior written consent of the other Parties.
- (i) If a court or other tribunal of competent jurisdiction should hold any term or provision of this Agreement to be excessive, invalid, void or unenforceable, the offending term or provision shall be deleted or revised to the extent necessary to be enforceable, and, if possible, replaced by a term or provisions which, so far as practicable, achieves the legitimate aims of the Parties.
- (j) Receiving Party acknowledges that disclosure of Confidential Information contrary to the terms of this Agreement may cause irreparable harm and significant injury to Disclosing Party for which damages at law may not be an adequate remedy and agrees that Disclosing Party shall have, in addition to any other rights or remedies available to it at law or in equity, the right to seek (a) injunctive relief to enjoin any breach or violation or (b) specific performance of the provisions of this Agreement prohibiting disclosure and use of the Confidential Information.
- (k) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same agreement. The Parties agree that execution of this Agreement by industry standard electronic signature software and/or by exchanging executed signature pages in .pdf format via e-mail shall have the same legal force and effect as the exchange of original signatures, and that in any proceeding arising under or related to this Agreement, each Party hereby waives any right to raise any defense or waiver based upon execution of this Agreement by means of such electronic signatures or maintenance of the executed agreement electronically.
- (l) All notices given hereunder shall be in writing and shall be sent to the Parties hereto at the addresses set forth above or to such other address as a Party may provide. Any notice required to be given hereunder shall be deemed to have been sufficiently given, (i) when delivered in person, (ii) on the next business day after mailing by overnight courier service, or, where overnight courier service is unavailable, by other expedited delivery provided by a recognized express courier, or (iii) when delivered via e-mail, with receipt electronically confirmed; provided the original is delivered via one of the preceding methods on or prior to the fifth (5th) business day after transmission of the e-mail. Each notice shall specify the name and date of and parties to this Agreement.
- (m) This Agreement shall be governed by and construed in accordance with the laws of the state of New York, without regard to the conflict of laws principles thereof, and all Parties submit to the exclusive jurisdiction of the courts of the Borough of Manhattan, State of New York, and the Federal courts of the United States of America located in the Southern District of New York.

SIGNATURES IMMEDIATELY FOLLOWING ON NEXT PAGE

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

Signed on behalf of Pfizer Inc.

By: [REDACTED] (10)(2e)

[REDACTED] (10)(2e)

[REDACTED] (10)(2e)

[REDACTED] (10)(2e)

Signed on behalf of The State of The Netherlands

By: [REDACTED] (10)(2e)

[REDACTED] (10)(2e)

[REDACTED] (10)(2e) the National Institute for Public Health and the Environment

