



## Article I

### Subject matter

1. This Vaccine Order Form is submitted by Republic of Slovenia to Contractor in accordance with the terms of the APA, and forms an integral part of the APA. The terms and conditions of the APA are incorporated into this Vaccine Order Form by reference. In the event of contradiction between this Vaccine Order Form and the APA, the terms of the APA prevail regardless of any provision to the contrary. Any capitalised terms in this Vaccine Order Form will have the meaning attributed to them in the definitions list included in Article I.2 of the APA.
2. This Vaccine Order Form relates to the order for the Participating Member State's full allocated portion of the Contracted Doses or the relevant Additional Order (as applicable) as set out in the allocation provided by the Commission to Contractor pursuant to Article I.6.2 of the APA. The submission of this signed Vaccine Order Form by the Member State to Contractor constitutes a binding order by the Member State for the purchase of its full allocated portion of the Contracted Doses or the relevant Additional Order (as applicable) as follows:

- a. Republic of Slovenia will purchase 924.338 number of doses of Contracted Doses of the Vaccine, on the basis of the following delivery schedule:

Quarter	Q4 2020	Q1 2021	Q2 2021	Q3 2021
Doses	115.542	184.868	277.301	346.627

- b. The Delivery Price of Contracted Doses is        euros per dose excl. VAT.

The total amount payable by the Participating Member State for the 924.338 Contracted Doses is        , excluding 9,5% VAT.

3. By signature of this Vaccine Order Form, the undersigned Member State warrants to Contractor that:
  - a        it is irrevocably and unconditionally bound by the terms of the APA (as concluded by the Commission on behalf and in the name of the Participating Member States), including the indemnification obligations and the liability, limitation of liability and exclusions terms set out therein;
  - b        the provisions of the APA are enforceable against it in accordance with its terms;

- c it shall indemnify the Indemnified Persons in accordance with Article I.12 (*Indemnification*) of the APA;
  - d it has full right, power and authority to enter into this Vaccine Order Form and to perform its respective obligations under it;
  - e the person executing this Vaccine Order Form is duly authorized to execute and bind the undersigned Participating Member State to the terms set forth herein and incorporated by reference.
4. The Participating Member State acknowledges that the Vaccine and materials related to the Vaccine, and their components and constituent materials are being rapidly developed due to the emergency circumstances of the COVID-19 pandemic and will continue to be studied after provision of the Vaccine to the Participating Member States under the APA. The Participating Member State further acknowledges that the long-term effects and efficacy of the Vaccine are not currently known and that there may be adverse effects of the Vaccine that are not currently known. Further, to the extent applicable, the Participating Member State acknowledges that the Vaccine shall not be serialized.
  5. The Participating Member State represents and warrants that all necessary permissions and approvals have been or will be obtained prior to the time for performance by the Participating Member State, to authorise performance of all of the obligations contained herein.

## **Article II**

### **Delivery, Supply**

1. Delivery Address. The Delivery Address for the Participating Member State is as follows:

SALUS, Veletrovina, d.o.o., Litostrojska cesta 46A, 1000 Ljubljana, Slovenia

2. Supply of the Products

The Contractor shall supply the Products as further described in the APA.

## **Article III**

### **Invoices; Notices**

1. Invoice and Payments. Contractor shall invoice the Participating Member State in accordance with the terms of the APA. All payments to Contractor or its designated Affiliate shall be made in accordance with the terms of the APA.

Payment shall be made in the following currency pursuant to the provisions of Article II.19.2: Euro.

2. **Notice.** Any notice given under this Vaccine Order Form must a) be made in writing in English in paper or electronic format; b) bear the APA number and the number of this Vaccine Order Form; c) be made using the relevant communication details set out below with respect to the Member State and Contractor (as applicable); d) be sent by mail and email:

Participating Member State:

Republic of Slovenia  
Ministry of Health of the Republic of Slovenia, Štefanova 5, 1000 Ljubljana,  
Slovenia

Secretary  
E-mail: [secretary@zdr.gov.si](mailto:secretary@zdr.gov.si)

Contractor:

Pfizer Luxembourg SARL Branch Office Ljubljana  
Letališka cesta 29a, 1000 Ljubljana  
Slovenia  
E-mail: [pfizer@pfizer.com](mailto:pfizer@pfizer.com)

#### **Article IV.**

##### **Entry into Force and Duration**

1. This Vaccine Order Form shall enter into force on the date of signature by the Parties and will remain into force until termination of the APA, or if the APA expires, until the last delivery of Product which in any event must take place within 6 months of such expiry.

#### **Article V.**

##### **Applicable Law and Settlement of Disputes**

1. For the avoidance of doubt, Article I.13 (*Applicable Law and Settlement of Disputes*) of the APA shall apply to any dispute arising out of the implementation of or in connection with this Vaccine Order Form and the Participating Member State irrevocably agrees to be bound by the provisions set out therein.

(Signature page follows)

**SIGNATURES**

**For the Participating Member State,**

\_\_\_\_\_, Ministry of Health,

Signature: \_\_\_\_\_

Done at Ljubljana, 10<sup>th</sup> December 2020

For acceptance of the Vaccine Order Form,

Pfizer Inc,

\_\_\_\_\_, Vaccine Global President

Signature: \_\_\_\_\_

Done at [place], [date]

The invoice will be paid only once the Contractor has returned the signed Vaccine Order Form.

## VACCINE ORDER FORM

This Vaccine Order Form is submitted by:

The Government of Republic of Slovenia (the **"Participating Member State"**),  
represented for the purposes of signing this Vaccine Order Form by

to:

Pfizer Inc, incorporated in Delaware (Registration Number 0383418) with its registered address at 235 East 42nd Street, 10017 New York City, NY (UNITED STATES) (**"Pfizer"**);

and

BioNTech Manufacturing GmbH, registered with the commercial register of the lower court (Amtsgericht) of Mainz, Germany under HRB 47548, with its registered address at An ger Goldgrube 12, 55131 Mainz, Germany (**"BioNTech"**),

(Pfizer and BioNTech together the **"Contractor"**, represented for the purposes of signing this Vaccine Order Form by Nanette Cocero, Vaccine Global President, Pfizer).

The Participating Member State and Contractor are together referred to as the **"Parties"** and each individually as a **"Party"**.

### WHEREAS

- Contractor and the European Commission, acting on behalf of and in the name of the Participating Member States, entered into a Purchase Agreement for the purchase and supply of Contractor's Vaccine for EU Member States dated 17 February 2021 (the **"PA"**), the terms of which are binding on the Participating Member States and must be read in conjunction with this Vaccine Order Form.
- The PA provides that each Participating Member State will submit to Contractor a Vaccine Order Form through which Contractor shall make available and deliver to the relevant Participating Member State a proportion of the Contracted Doses or Additional Order as applicable, in accordance with the allocation provided by the Commission pursuant to Article I.6.3 of the PA and at the price and conditions as set out in the PA.
- In accordance with Article I.5.2 of the PA, the Participating Member State hereby places its order for its full allocated portion of the Contracted Doses or Additional Order (as applicable).

## Article I

### Subject matter

1. This Vaccine Order Form is submitted by the Participating Member State to Contractor in accordance with the terms of the PA, and forms an integral part of the PA. The terms and conditions of the PA are incorporated into this Vaccine Order Form by reference. In the event of contradiction between this Vaccine Order Form and the PA, the terms of the PA prevail regardless of any provision to the contrary. Any capitalised terms in this Vaccine Order Form will have the meaning attributed to them in the definitions list included in Article I.2 of the PA.
2. This Vaccine Order Form relates to the order for the Participating Member State's full allocated portion of the Contracted Doses or the relevant Additional Order (as applicable) as set out in the allocation provided by the Commission to Contractor pursuant to Article I.6.2 of the PA. The submission of this signed Vaccine Order Form by the Participating Member State to Contractor constitutes a binding order by the Participating Member State for the purchase of its full allocated portion of the Contracted Doses or the relevant Additional Order (as applicable) as follows
  - a. Participating Member State will purchase 912,676 number of doses of Contracted Doses of the Vaccine, on the basis of the following delivery schedule:

Quarter	Q2 2021	Q3 2021	Q4 2021
Doses	342,253	342,253	228,170

- b. The Delivery Price of Contracted Doses is                    euros per dose excl. VAT.

The total amount payable by the Participating Member State for the Contracted Doses is                    euros, excluding VAT.

3. By signature of this Vaccine Order Form, the undersigned Participating Member State warrants to Contractor that:
  - a            it is irrevocably and unconditionally bound by the terms of the PA (as concluded by the Commission on behalf and in the name of the Participating Member States), including the indemnification obligations and the liability, limitation of liability and exclusions terms set out therein;
  - b            the provisions of the PA are enforceable against it in accordance with its terms;
  - c            it shall indemnify the Indemnified Persons in accordance with Article I.12 (*Indemnification*) of the PA;

d it has full right, power and authority to enter into this Vaccine Order Form and to perform its respective obligations under it;

e the person executing this Vaccine Order Form is duly authorized to execute and bind the undersigned Participating Member State to the terms set forth herein and incorporated by reference.

4. The Participating Member State acknowledges that the Vaccine and materials related to the Vaccine, and their components and constituent materials are being rapidly developed due to the emergency circumstances of the COVID-19 pandemic and will continue to be studied after provision of the Vaccine to the Participating Member States under the PA. The Participating Member State further acknowledges that the long-term effects and efficacy of the Vaccine are not currently known and that there may be adverse effects of the Vaccine that are not currently known. Further, to the extent applicable, the Participating Member State acknowledges that the Vaccine shall not be serialized.
5. The Participating Member State represents and warrants that all necessary permissions and approvals have been or will be obtained prior to the time for performance by the Participating Member State, to authorise performance of all of the obligations contained herein.

## **Article II**

### **Delivery, Supply**

1. **Delivery Address.** The Delivery Address for the Participating Member State is as follows:
  - Nacionalni inštitut za javno zdravje, Trebarjeva 2, 1000 Ljubljana, Slovenia;
  - SALUS, Veletrgovina, d.o.o., Litostrojska cesta 46A, 1000 Ljubljana, Slovenia.
2. **Supply of the Products**

The Contractor shall supply the Products as further described in the PA.

## **Article III**

### **Invoices; Notices**

1. **Invoice and Payments.** Contractor shall invoice the Participating Member State in accordance with the terms of the PA. All payments to Contractor or its designated Affiliate shall be made in accordance with the terms of the PA.

Payment shall be made in the following currency pursuant to the provisions of Article II.19.2: Euros.



2. Notice. Any notice given under this Vaccine Order Form must a) be made in writing in English in paper or electronic format; b) bear the PA number and the number of this Vaccine Order Form; c) be made using the relevant communication details set out below with respect to the Participating Member State and Contractor (as applicable); d) be sent by mail and email:

Participating Member State:

Republic of Slovenia  
Ministry of Health of the Republic of Slovenia, Štefanova 5, 1000 Ljubljana,  
Slovenia

Secretary  
E-mail: [info@rov.si](mailto:info@rov.si)

Contractor:

Pfizer Luxembourg SARL Branch Office Ljubljana  
Letališka cesta 29a, 1000 Ljubljana  
Slovenia  
E-mail: [info@pfizer.com](mailto:info@pfizer.com)

**Article IV.**

**Entry into Force and Duration**

1. This Vaccine Order Form shall enter into force on the date of signature by the Parties and will remain into force until termination of the PA, or if the PA expires, until the last delivery of Product which in any event must take place within 6 months of such expiry.

**Article V.**

**Applicable Law and Settlement of Disputes**

1. For the avoidance of doubt, Article I.13 (*Applicable Law and Settlement of Disputes*) of the PA shall apply to any dispute arising out of the implementation of or in connection with this Vaccine Order Form and the Participating Member State irrevocably agrees to be bound by the provisions set out therein.

(Signature page follows)

**SIGNATURES**

For the **Participating Member State,**

Signature: \_\_\_\_\_

Done at [place], [date] *Hilberfame, 4.3.2021*

For acceptance of the Vaccine Order Form,

Contractor,

Signature: \_\_\_\_\_

Done at [place], [date]

The invoice will be paid only once the Contractor has returned the signed Vaccine Order Form.

VACCINE ORDER FORM FOR ADDITIONAL ORDER

This Vaccine Order Form is submitted by:

The Government of Republic of Slovenia (the "**Participating Member State**"), represented for the purposes of signing this Vaccine Order Form by

to:

Pfizer Inc, incorporated in Delaware (Registration Number 0383418) with its registered address at 235 East 42nd Street, 10017 New York City, NY (UNITED STATES) ("**Pfizer**");

and

BioNTech Manufacturing GmbH, registered with the commercial register of the lower court (Amtsgericht) of Mainz, Germany under HRB 47548, with its registered address at An ger Goldgrube 12, 55131 Mainz, Germany ("**BioNTech**"),

(Pfizer and BioNTech together the "**Contractor**", represented for the purposes of signing this Vaccine Order Form by

The Participating Member State and Contractor are together referred to as the "**Parties**" and each individually as a "**Party**".

WHEREAS

- Contractor and the European Commission, acting on behalf of and in the name of the Participating Member States, entered into a Purchase Agreement for the purchase and supply of Contractor's Vaccine for EU Member States dated 17 February 2021 (the "**PA**"), the terms of which are binding on the Participating Member States and must be read in conjunction with this Vaccine Order Form.
- The PA provides that each Participating Member State will submit to Contractor a Vaccine Order Form through which Contractor shall make available and deliver to the relevant Participating Member State a proportion of the Contracted Doses or Additional Order as applicable, in accordance with the allocation provided by the Commission pursuant to Article I.6.3 of the PA and at the price and conditions as set out in the PA.
- In accordance with Article I.5.2 of the PA, the Participating Member State hereby places its order for its full allocated portion of the Additional Order.

## Article I

### Subject matter

1. This Vaccine Order Form is submitted by the Participating Member State to Contractor in accordance with the terms of the PA, and forms an integral part of the PA. The terms and conditions of the PA are incorporated into this Vaccine Order Form by reference. In the event of contradiction between this Vaccine Order Form and the PA, the terms of the PA prevail regardless of any provision to the contrary. Any capitalised terms in this Vaccine Order Form will have the meaning attributed to them in the definitions list included in Article I.2 of the PA.
2. This Vaccine Order Form relates to the order for the Participating Member State's full allocated portion of the Additional Order as set out in the allocation provided by the Commission to Contractor pursuant to Article I.6.2 of the PA. The submission of this signed Vaccine Order Form by the Participating Member State to Contractor constitutes a binding order by the Participating Member State for the purchase of its full allocated portion of the Additional Order as follows:

- a. Participating Member State will purchase 462,208 number of doses of Additional Order of the Vaccine, on the basis of the following delivery schedule:

Quarter	Q2 2021	Q3 2021	Q4 2021
Doses	46,813	184,619	230,776

- b. The Delivery Price of Additional Order is \_\_\_\_\_ euros per dose excl. VAT.

The total amount payable by the Participating Member State for the Additional Order is \_\_\_\_\_ euros, excluding VAT.

3. By signature of this Vaccine Order Form, the undersigned Participating Member State warrants to Contractor that:
  - a. it is irrevocably and unconditionally bound by the terms of the PA (as concluded by the Commission on behalf and in the name of the Participating Member States), including the indemnification obligations and the liability, limitation of liability and exclusions terms set out therein;
  - b. the provisions of the PA are enforceable against it in accordance with its terms;
  - c. it shall indemnify the Indemnified Persons in accordance with Article I.12 (*Indemnification*) of the PA;

d it has full right, power and authority to enter into this Vaccine Order Form and to perform its respective obligations under it;

e the person executing this Vaccine Order Form is duly authorized to execute and bind the undersigned Participating Member State to the terms set forth herein and incorporated by reference.

4. The Participating Member State acknowledges that the Vaccine and materials related to the Vaccine, and their components and constituent materials are being rapidly developed due to the emergency circumstances of the COVID-19 pandemic and will continue to be studied after provision of the Vaccine to the Participating Member States under the PA. The Participating Member State further acknowledges that the long-term effects and efficacy of the Vaccine are not currently known and that there may be adverse effects of the Vaccine that are not currently known. Further, to the extent applicable, the Participating Member State acknowledges that the Vaccine shall not be serialized.
5. The Participating Member State represents and warrants that all necessary permissions and approvals have been or will be obtained prior to the time for performance by the Participating Member State, to authorise performance of all of the obligations contained herein.

## **Article II**

### **Delivery, Supply**

1. Delivery Address. The Delivery Addresses for the Participating Member State are as follows:
  - Nacionalni inštitut za javno zdravje, Trebarjeva 2, 1000 Ljubljana, Slovenia;
  - SALUS, Veletrgovina, d.o.o., Litostrojska cesta 46A, 1000 Ljubljana, Slovenia.
2. Supply of the Products

The Contractor shall supply the Products as further described in the PA.

## **Article III**

### **Invoices; Notices**

1. Invoice and Payments. Contractor shall invoice the Participating Member State in accordance with the terms of the PA. All payments to Contractor or its designated Affiliate shall be made in accordance with the terms of the PA.

Payment shall be made in the following currency pursuant to the provisions of Article II.19.2: Euros.

2. Notice. Any notice given under this Vaccine Order Form must a) be made in writing in English in paper or electronic format; b) bear the PA number and the number of this Vaccine Order Form; c) be made using the relevant communication details set out below with respect to the Participating Member State and Contractor (as applicable); d) be sent by mail and email:

Participating Member State:

Republic of Slovenia  
Ministry of Health of the Republic of Slovenia, Štefanova 5, 1000 Ljubljana,  
Slovenia

Secretary  
E-mail: [z@ov.si](mailto:z@ov.si)

Contractor:

Pfizer Luxemburg SARL Branch Office Ljubljana  
Letališka cesta 29a, 1000 Ljubljana  
Slovenia  
E-mail: [z@pfizer.com](mailto:z@pfizer.com)

**Article IV.**

**Entry into Force and Duration**

1. This Vaccine Order Form shall enter into force on the date of signature by the Parties and will remain into force until termination of the PA, or if the PA expires, until the last delivery of Product which in any event must take place within 6 months of such expiry.

**Article V.**

**Applicable Law and Settlement of Disputes**

1. For the avoidance of doubt, Article I.13 (*Applicable Law and Settlement of Disputes*) of the PA shall apply to any dispute arising out of the implementation of or in connection with this Vaccine Order Form and the Participating Member State irrevocably agrees to be bound by the provisions set out therein.

(Signature page follows)

**SIGNATURES**

For the **Participating Member State**,

Signature: \_\_\_\_\_

Done at Ljubljana, 7. 04. 2021]

For acceptance of the Vaccine Order Form,

Contractor,

Signature: \_\_\_\_\_

Done at [place], [date]

The invoice will be paid only once the Contractor has returned the signed Vaccine Order Form.





**Article I**  
**Subject matter**

1. This Vaccine Order Form is submitted by the Participating Member State to Contractor in accordance with the terms of the PA, and forms an integral part of the PA. The terms and conditions of the PA are incorporated into this Vaccine Order Form by reference. In the event of contradiction between this Vaccine Order Form and the PA, the terms of the PA prevail regardless of any provision to the contrary. Any capitalised terms in this Vaccine Order Form will have the meaning attributed to them in the definitions list included in Article I.2 of the PA.
2. This Vaccine Order Form relates to the order for the Participating Member State's full allocated portion of the Contracted Doses or the relevant Additional Order (as applicable) as set out in the allocation provided by the Commission to Contractor pursuant to Article I.6.2 of the PA. The submission of this signed Vaccine Order Form by the Participating Member State to Contractor constitutes a binding order by the Participating Member State for the purchase of its full allocated portion of the Contracted Doses or the relevant Additional Order (as applicable) in accordance with the details set out in the Appendix to this Vaccine Order Form
3. By signature of this Vaccine Order Form, the undersigned Participating Member State warrants to Contractor that:
  - a. it is irrevocably and unconditionally bound by the terms of the PA (as concluded by the Commission on behalf and in the name of the Participating Member States), including the indemnification obligations and the liability, limitation of liability and exclusions terms set out therein;
  - b. the provisions of the PA are enforceable against it in accordance with its terms;
  - c. it shall indemnify the Indemnified Persons in accordance with Article I.12 (*Indemnification*) of the PA;
  - d. it has full right, power and authority to enter into this Vaccine Order Form and to perform its respective obligations under it;
  - e. the person executing this Vaccine Order Form is duly authorized to execute and bind the undersigned Participating Member State to the terms set forth herein and incorporated by reference.
4. The Participating Member State acknowledges that the Vaccine and materials related to the Vaccine, and their components and constituent materials are being rapidly developed due to the emergency circumstances of the COVID-19 pandemic and will continue to be studied after provision of the Vaccine to the Participating Member States under the PA. The Participating Member State further acknowledges that the long-term effects and efficacy of the Vaccine are not currently known and that there may be adverse effects of the Vaccine that are not currently known. Further, to the extent applicable, the Participating Member State acknowledges that the Vaccine shall not be serialized.

5. The Participating Member State represents and warrants that all necessary permissions and approvals have been or will be obtained prior to the time for performance by the Participating Member State, to authorise performance of all of the obligations contained herein.
6. Any change to the Appendix to this Vaccine Order Form requires to be agreed by the parties in writing or by email.

## **Article II Delivery, Supply**

1. Delivery Address. The Delivery Address(es) for the Participating Member State is as set out in the Appendix to this Vaccine Order Form.
2. Supply of the Products

The Contractor shall supply the Products as further described in the PA

## **Article III Invoices; Notices**

1. Invoice and Payments. Contractor shall invoice the Participating Member State in accordance with the terms of the PA. All payments to Contractor or its designated Affiliate shall be made in accordance with the terms of the PA.

Payment shall be made in the currency set out in the Appendix to this Vaccine Order Form.

2. Notice. Any notice given under this Vaccine Order Form must a) be made in writing in English in paper or electronic format; b) bear the PA number and the number of this Vaccine Order Form; c) be made using the relevant communication details set out in the Appendix to this Vaccine Order Form with respect to the Participating Member State and Contractor (as applicable); d) be sent by mail and email.

## **Article IV. Entry into Force and Duration**

1. This Vaccine Order Form shall enter into force on the date of signature by the Parties and will remain into force until termination of the PA, or if the PA expires, until the last delivery of Product which in any event must take place within 6 months of such expiry.

**Article V.**  
**Applicable Law and Settlement of Disputes**

1. For the avoidance of doubt, Article I.13 (*Applicable Law and Settlement of Disputes*) of the PA shall apply to any dispute arising out of the implementation of or in connection with this Vaccine Order Form and the Participating Member State irrevocably agrees to be bound by the provisions set out therein.

## Appendix

### Order Details

- a. Participating Member State will purchase 4,242,025 number of doses of Contracted Doses of the Vaccine, on the basis of the following delivery schedule:

Monthly	December 2021	January 2022	February 2022	March 2022	April 2022	May 2022	June 2022
Doses	282,802	306,369	306,369	306,369	306,369	306,369	306,366

Monthly	January 2023	February 2023	March 2023	April 2023	May 2023	June 2023
Doses	353,502	353,502	353,502	353,502	353,502	353,502

- b. The price of Contracted Doses is \_\_\_\_\_ euros per dose excl. VAT.

The total amount payable by the Participating Member State for the Contracted Doses is \_\_\_\_\_ euros excluding VAT.

- c. The Delivery Address(es) are as follows:

Nacionalni inštitut za javno zdravje  
Trubarjeva 2  
1000 Ljubljana, Slovenia

and

Salus, Veletrovina, d.o.o.,  
Litostrojska cesta 46 A  
1000 Ljubljana, Slovenia

- d. Payment shall be made in the following currency pursuant to the provisions of Article II.19.2 of the PA: Euro.

- e. Details for notices:

Participating Member State:

**Republic of Slovenia, Ministry of Health, Štefanova ulica 5, 1000 Ljubljana, Slovenia**

E-mail: \_\_\_\_\_@gov.si

E-mail : \_\_\_\_\_@gov.si

Contractor:

Pfizer Luxemburg SARL Branch Office Ljubljana  
Letališka cesta 29a, 1000 Ljubljana  
Slovenia  
E-mail: [@pfizer.com](mailto: @pfizer.com)

(Signature page follows)

**SIGNATURES**

For the **Participating Member State.**

, Ministry of Health

Signature: \_\_\_\_\_

Place: St. Petersburg

Date: 28.9.2021

For acceptance of the Vaccine Order Form,  
Contractor,

Pfizer

Signature: \_\_\_\_\_

Place: New York, NY

Date: September 28, 2021

The invoice will be paid only once the Contractor has returned the signed Vaccine Order Form

AMENDMENT (1) TO VACCINE ORDER FORM

FIRST ADDITIONAL ORDER

The Government of Republic of Slovenia (the “**Participating Member State**”), represented for the purposes of signing this Amendment to Vaccine Order Form by Ministry of Health,

on the one part; and

Pfizer Inc, incorporated in Delaware (Registration Number 0383418) with its registered address at 235 East 42nd Street, 10017 New York City, NY (UNITED STATES) (“**Pfizer**”);

and

BioNTech Manufacturing GmbH, registered with the commercial register of the lower court (Amtsgericht) of Mainz, Germany under HRB 47548, with its registered address at An der Goldgrube 12, 55131 Mainz, Germany (“**BioNTech**”),

(Pfizer and BioNTech together the “**Contractor**”, represented for the purposes of signing this Amendment to Vaccine Order Form by Pfizer).

on the other part,

the Participating Member State and Contractor are together referred to as the “**Parties**” and each individually as a “**Party**”,

HAVE AGREED

WHEREAS

- The Vaccine Order Form signed by the Parties on 28 September 2021 (“**Vaccine Order Form**”) in accordance with Articles I.5.2 and I.6.3 of the Purchase Agreement for the purchase and supply of Contractor’s Vaccine for EU Member States dated 20 May 2021 (the “**PA**”) places the order for full allocated portion of the Contracted Doses for the Participating Member State.
- The Commission has notified the Contractor of a first Additional Order and the allocation of doses of Additional Order.
- Participating Member State wishes to place the order for the full allocated portion of Additional Order for the Participating Member State.
- The Vaccine Order Form must therefore be amended.

**Article I**  
**Amendments to Vaccine Order Form**

1. The following table will be added at the end of Section a. of the Appendix to the Vaccine Order Form:

Participating Member State will purchase 707,004 doses of Additional Order of the Vaccine, on the basis of the following delivery schedule:

Monthly	January 2022	February 2022	March 2022	April 2022	May 2022	June 2022
Doses	N/A	N/A	N/A	N/A	N/A	N/A

Monthly	July 2022	August 2022	September 2022	October 2022	November 2022	December 2022
Doses	235,668	235,668	235,668	N/A	N/A	N/A

2. The following wording will be added at the end of Section b. of the Appendix to the Vaccine Order Form:

The price of Additional Order is        euros per dose excl. VAT.

The total amount payable by the Participating Member State for the Additional Order is excluding VAT.

**Article II.  
Entry into Force and Duration**

1. This Amendment to Vaccine Order Form shall enter into force on the date of signature by the Parties of this Amendment to the Vaccine Order Form and will remain in force for the duration of the Vaccine Order Form.

**Article III.  
Applicable Law and Settlement of Disputes**

1. For the avoidance of doubt, Article I.13 (*Applicable Law and Settlement of Disputes*) of the PA shall apply to any dispute arising out of the implementation of or in connection with this Amendment to Vaccine Order Form and the Participating Member State irrevocably agrees to be bound by the provisions set out therein.

(Signature page follows)



**SIGNATURES**

For the Participating Member State,

Minister Ministry of Health

Signature: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_



For the Contractor,

President, Pfizer

Signature: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_