

**MANUFACTURING AND SUPPLY AGREEMENT**

**BETWEEN**

**PFIZER LABORATORIES PROPRIETARY LIMITED**

**AND**

**THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA ACTING THROUGH  
THE NATIONAL DEPARTMENT OF HEALTH OF SOUTH AFRICA ( "NDOH" )**

**DATED AS OF**

**30 March 2021**

political office, or any other Person, and has not sought and will not seek improperly or corruptly to influence any Government official, political party, candidate for political office, or any other Person, in order to gain an improper business advantage.

- (c) The Parties will comply with applicable economic sanctions, import, and export control laws, regulations, and orders in the performance of this Agreement.
- (d) Activities performed under this Agreement will not involve Restricted Parties (defined as the list of sanctioned parties maintained by the United Nations; the Specially Designated Nationals List and the Sectoral Sanctions Identifications List, as administered by the U.S. Department of the Treasury Office of Foreign Assets Control; the U.S. Denied Persons List, the U.S. Entity List, and the U.S. Unverified List, all administered by the U.S. Department of Commerce; the 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 & Security Policy; and similar lists of restricted parties maintained by relevant governmental entities).
- (e) Notwithstanding any other provision of this Agreement, Pfizer shall not be required to take or refrain from taking any action prohibited or penalized under the laws of the United States or any applicable non-United States jurisdiction, including, without limitation, the antiboycott laws administered by the U.S. Commerce and Treasury Departments.

5.4 No Other Warranty.

Except to the extent set out expressly in this Agreement, all conditions, warranties or other terms which might have effect between the Parties or be implied or incorporated into this Agreement (whether by statute, common law or otherwise) are hereby excluded to the fullest extent permitted by Laws. Without prejudice to the general nature of the previous sentence, unless this Agreement specifically states otherwise and to the maximum extent permitted by Law, Pfizer expressly disclaims any representations or warranties with respect to the Product, including, but not limited to, any representation, warranties or undertaking as to (a) non-infringement of Intellectual Property rights of any third party, (b) that there is no requirement to obtain a license of third party Intellectual Property rights to enable the use or receipt of the Product, (c) merchantability, or (d) fitness for a particular purpose.

→ 5.5 Purchaser Acknowledgement.

Purchaser 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 Purchaser under this Agreement. Purchaser 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, Purchaser acknowledges that the Product shall not be serialized.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered as of the date first written above.

**PFIZER LABORATORIES  
(PROPRIETARY) LIMITED**

**THE GOVERNMENT OF THE  
REPUBLIC OF SOUTH AFRICA  
ACTING THROUGH THE NATIONAL  
DEPARTMENT OF HEALTH OF  
SOUTH AFRICA**

Redacted by HJI  
4 Sept 2023

By  01/04/2021

Name: Rhulani Nhlani

Title: Cluster Lead: SSA and Country  
Manager: South Africa

 01-04-2021

Name: Dr. Sandile S.S. Buthelezi

Title: Director General of Health

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