use of the Alexandria FitLab, (ii) imposing obligations on Tenant for matters occurring in, on, within, or about the Premises or arising out of the use or occupancy of the Premises (including, but not limited to, those obligations relating to insurance and indemnification) as applicable to Tenant's use of the Alexandria FitLab, or (iii) limiting Landlord's liability, shall apply with equal force to Tenant's use of the Alexandria FitLab. Landlord shall have the right at any time and from time to time in the exercise of its sole and absolute subjective discretion to eliminate, reconfigure, relocate, or modify the Alexandria FitLab or modify its hours of availability for Tenant's use, it being understood and agreed that Landlord makes no guaranty, assurance, or representation to Tenant that the Alexandria FitLab will remain available for use by Tenant during all or any part of the Term. Landlord or its designee may specifically condition the use of the Alexandria FitLab by any employee of Tenant upon such employee's execution and delivery of the standard license, indemnification, and waiver agreement required by Landlord or, if applicable, any operator of the Alexandria FitLab. Tenant and its employees shall be required to comply with all of the rules, regulations, conditions, and scheduling procedures of the 910 Clopper Landlord in connection with the use of the Alexandria FitLab. As of the Commencement Date, Tenant shall cause the 910 Clopper Landlord to be named as an additional insured under the commercial general liability policy of insurance that Tenant is required to maintain under this Lease. If Tenant Defaults in its obligations under this Section 7(b), Landlord shall have the right, in addition to any other rights and remedies available to Landlord for a Default by Tenant, to terminate immediately Tenant's license to use the Alexandria FitLab. The expiration or earlier termination of this Lease shall automatically terminate the license hereby granted to Tenant to so use the Alexandria FitLab.

(c) **Food Vending Machines; Micro-Market Systems**. Tenant shall have the right to install within the Premises, without Landlord's consent but otherwise subject to the provisions of Section 12, one or more food vending machines and micro-market systems for the use by Tenant's employees (collectively, "**Food Service Equipment**"). Tenant shall install, use, operate, maintain, and replace the Food Service Equipment in accordance with applicable Legal Requirements (including, but not limited to, obtaining and maintaining at Tenant's sole cost and expense any permits or licenses to install, use, and operate the Food Service Equipment). In no event shall the Food Service Equipment disperse or offer any alcoholic beverages, tobacco products, or chewing gum. Landlord shall have no obligation, responsibility, or liability for the operation of the Food Service Equipment. All food sold or dispensed from the Food Service Equipment shall be free from spoilage and decay and shall not be suspect of contamination from organisms causing foodborne illness.

8. **Holding Over**. If Tenant remains in possession of the Premises after the expiration or earlier termination of the Term, (a) Tenant shall become a tenant at sufferance upon the terms of this Lease except that (i) the monthly rental for the first 60 days of the holdover shall be equal to [***]% of Base Rent (and [***]% of the Additional Rent) in effect during the last 30 days of the Term, and (ii) from and after the initial 60 days of the holdover, the monthly rental shall be equal to [***]% of Base Rent (and [***]% of the Additional Rent) in effect during the last 30 days of the Term, and (b) Tenant shall be responsible for all damages suffered by Landlord resulting from or occasioned by Tenant's holding over, including consequential damages. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided, and this Section 8 shall not be construed as consent for Tenant to retain possession of the Premises. Acceptance by Landlord of Rent after the expiration of the Term or earlier termination of this Lease shall not result in a renewal or reinstatement of this Lease.

9. **Taxes**. Landlord shall pay, as part of Operating Expenses, all taxes, levies, fees, assessments and governmental charges of any kind, existing as of the Commencement Date or thereafter enacted (collectively referred to as "**Taxes**"), imposed by any federal, state, regional, municipal, local or other governmental authority or agency, including, without limitation, quasi-public agencies (collectively, "**Governmental Authority**") during the Term with respect to the land, buildings, and other improvements comprising the Project, including, without limitation, all Taxes: (i) imposed on or measured by or based, in whole or in part, on rent payable to (or gross receipts received by) Landlord under this

Lease and/or from the rental by Landlord of the Project or any portion thereof, or (ii) based on the square footage, assessed value or other measure or evaluation of any kind of the Premises or the Project, or (iii) assessed or imposed by or on the operation or maintenance of any portion of the Premises or the Project, including parking, or (iv) assessed or imposed by, or at the direction of, or resulting from Legal Requirements, or interpretations thereof, promulgated by any Governmental Authority, or (v) imposed as a license or other fee, charge, tax, or assessment on Landlord's business or occupation of leasing space in the Project. Landlord may contest by appropriate legal proceedings the amount, validity, or application of any Taxes or liens securing Taxes. Taxes shall not include any net income taxes imposed on Landlord except to the extent such net income taxes are in substitution for any Taxes payable hereunder. If any such Tax is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the same at such times and in such manner as the taxing authority shall require. Tenant shall pay, prior to delinquency, any and all Taxes levied or assessed against any personal property or trade fixtures placed by Tenant in the Premises, whether levied or assessed against Landlord or Tenant. If any Taxes on Tenant's personal property or trade fixtures are levied against Landlord or Landlord's property, or if the assessed valuation of the Project is increased by a value attributable to improvements in or alterations to the Premises, whether owned by Landlord or Tenant and whether or not affixed to the real property so as to become a part thereof, higher than the base valuation on which Landlord from time-to-time allocates Taxes to all tenants in the Project, Landlord shall have the right, but not the obligation, to pay such Taxes. Landlord's determination of any excess assessed valuation shall be binding and conclusive, absent manifest error. The amount of any such payment by Landlord shall constitute Additional Rent due from Tenant to Landlord immediately upon demand.

10. **Parking**. Subject to all Legal Requirements, Force Majeure, a Taking (as defined in Section 19 below) and the exercise by Landlord of its rights hereunder, Tenant shall have the right, in common with other tenants of the Project pro rata in accordance with the rentable area of the Premises and the rentable areas of the Project occupied by such other tenants, to park in those areas designated for non-reserved parking, subject in each case to Landlord's reasonable rules and regulations at no cost to Tenant. Landlord may allocate parking spaces among Tenant and other tenants in the Project pro rata as described above if Landlord determines that such parking facilities are becoming crowded. Landlord shall not be responsible for enforcing Tenant's parking rights against any third parties, including other tenants of the Project. As of the Commencement Date, the current parking ratio is 3.3 standard sized spaces per 1,000 leased rentable square feet.

11. **Utilities, Services.**

(a) **General**. Landlord shall provide, subject to the terms of this Section 11, janitorial services to the Common Areas, water, electricity, heat, light, power, telephone, sewer, and other utilities (including gas and fire sprinklers to the extent the Project is plumbed for such services), and refuse and trash collection (collectively, "**Utilities**"). Landlord shall pay, as Operating Expenses or subject to Tenant's reimbursement obligation, for all Utilities used on the Premises, all maintenance charges for Utilities, and any storm sewer charges or other similar charges for Utilities imposed by any Governmental Authority or Utility provider, and any taxes, penalties, surcharges or similar charges thereon. Landlord may cause, at Tenant's expense, any Utilities to be separately metered or charged directly to Tenant by the provider. Landlord shall, at its cost and as part of Landlord's Work, install separate electrical submeters in the Premises. Tenant shall pay directly to the Utility provider or reimburse Landlord (as Additional Rent), prior to delinquency, any separately metered Utilities and services that may be furnished to Tenant or the Premises during the Term. Tenant shall pay, as part of Operating Expenses, its share of all charges for jointly metered Utilities based upon consumption, as reasonably determined by Landlord based upon the actual utility rates without markup. Except as provided in paragraph (b) below, no interruption or failure of Utilities from any cause whatsoever shall result in eviction or constructive eviction of Tenant, termination of this Lease or the abatement of Rent. Tenant agrees to limit use of water and sewer with respect to Common Areas to normal restroom use. Landlord shall use commercially

reasonable efforts to promptly restore the utilities to the extent the cause of the interruption or the means to restore the same is within Landlord's reasonable control.

(b) **Abatement**. Notwithstanding the provisions of paragraph (a) above, if Tenant is prevented from using, and does not use, the Premises or any material portion thereof as a result of any failure of Landlord to provide or repair/restore Utilities in accordance with this Section 11, then Tenant shall give Landlord written notice of such failure. If such failure continues for 3 consecutive days after Landlord's receipt of any such notice ("**Eligibility Period**") and is solely due to Landlord's gross negligence or willful misconduct (to the extent within Landlord's reasonable control) ("**Abatement Event**"), then Base Rent and Operating Expenses shall be abated or reduced, as the case may be, after the expiration of the Eligibility Period, for such time that such Abatement Event continues ("**Abatement Period**"), in the proportion that the rentable area of the portion of the Premises that Tenant is actually prevented from using, and does not use, bears to the total rentable area of the Premises. Tenant's right to abate Base Rent under this Section 11 shall be Tenant's sole and exclusive remedy at law or in equity for an Abatement Event. This Section shall not apply to any event described in Section 18 or 19.

(c) **Energy Usage Data**. Tenant agrees to provide Landlord with access to Tenant's water and/or energy usage data on a monthly basis, either by providing Tenant's applicable utility login credentials to Landlord's designated online portal, or by another delivery method reasonably agreed to by Landlord and Tenant. The costs and expenses incurred by Landlord in connection with receiving and analyzing such water and/or energy usage data (including, without limitation, as may be required pursuant to applicable Legal Requirements) shall be included as part of Operating Expenses.

12. **Alterations and Tenant's Property**. Any alterations, additions, or improvements made to the Premises by or on behalf of Tenant, including additional locks or bolts of any kind or nature upon any doors or windows in the Premises, but excluding installation, removal or realignment of furniture systems (other than removal of furniture systems owned or paid for by Landlord) not involving any modifications to the structure or connections (other than by ordinary plugs or jacks) to Building Systems (as defined in Section 13) ("**Alterations**") shall be subject to Landlord's prior written consent, which may be given or withheld in Landlord's sole discretion if any such Alteration affects the structure or Building Systems, but which shall otherwise not be unreasonably withheld or delayed. Tenant may construct nonstructural Alterations in the Premises without Landlord's prior approval if the aggregate cost of all such work in any 12 month period does not exceed $["**"] (a "**Notice-Only Alteration**"), provided Tenant notifies Landlord in writing of such intended Notice-Only Alteration, and such notice shall be accompanied by plans, specifications, work contracts and such other information concerning the nature and cost of the Notice-Only Alteration as may be reasonably requested by Landlord, which notice and accompanying materials shall be delivered to Landlord not less than 15 days in advance of any proposed construction. If Landlord approves any Alterations, Landlord may impose such conditions on Tenant in connection with the commencement, performance and completion of such Alterations as Landlord may deem appropriate in Landlord's reasonable discretion. Any request for approval shall be in writing, delivered not less than 15 business days in advance of any proposed construction, and accompanied by plans, specifications, bid proposals, work contracts and such other information concerning the nature and cost of the alterations as may be reasonably requested by Landlord, including the identities and mailing addresses of all persons performing work or supplying materials. Landlord's right to review plans and specifications and to monitor construction shall be solely for its own benefit, and Landlord shall have no duty to ensure that such plans and specifications or construction comply with applicable Legal Requirements. Tenant shall cause, at its sole cost and expense, all Alterations to comply with insurance requirements and with Legal Requirements and shall implement at its sole cost and expense any alteration or modification required by Legal Requirements as a result of any Alterations. Tenant shall pay to Landlord, as Additional Rent, within 30 days after receipt of a reasonably detailed invoice specifying any reasonable out of pocket costs incurred by Landlord in connection with any Alteration that is not a Notice-Only Alteration. Before Tenant begins any Alteration, Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable law. Tenant shall reimburse Landlord for,

and indemnify and hold Landlord harmless from, any expense incurred by Landlord by reason of faulty work done by Tenant or its contractors, delays caused by such work, or inadequate cleanup.

(a) **Insurance**. Tenant shall provide (and cause each contractor or subcontractor to provide) certificates of insurance (in form and substance satisfactory to Landlord; form ACORD 28 [2006/07] is not satisfactory to Landlord) for workers' compensation and other coverage in amounts and from an insurance company satisfactory to Landlord protecting Landlord against liability for personal injury or property damage during construction. Upon completion of any Alterations, Tenant shall deliver to Landlord: (i) sworn statements setting forth the names of all contractors and subcontractors who did the work and final lien waivers from all such contractors and subcontractors; and (ii) "as built" plans for any such Alteration (if applicable).

(b) **Tenant's Property; Installations**. Other than (i) the items, if any, listed on **Exhibit F** attached hereto, (ii) any items agreed by Landlord in writing to be included on **Exhibit F** in the future, and (iii) any trade fixtures, machinery, equipment and other personal property not paid for out of the TI Allowance (as defined in the Work Letter) that may be removed without material damage to the Premises, which damage shall be repaired (including capping or terminating utility hook-ups behind walls) by Tenant during the Term (collectively, "**Tenant's Property**"), all property of any kind paid for with the TI Allowance, all Alterations, real property fixtures, built-in machinery and equipment, built-in casework and cabinets and other similar additions and improvements built into the Premises so as to become an integral part of the Premises, such as fume hoods that penetrate the roof or plenum area, built-in cold rooms, built-in warm rooms, walk-in cold rooms, walk-in warm rooms, deionized water systems, glass washing equipment, autoclaves, chillers, built-in plumbing, electrical and mechanical equipment and systems, and any power generator and transfer switch (collectively, "**Installations**") shall be and shall remain the property of Landlord during the Term and following the expiration or earlier termination of the Term, shall not be removed by Tenant at any time during the Term and shall remain upon and be surrendered with the Premises as a part thereof in accordance with Section 28 following the expiration or earlier termination of this Lease; provided, however, that (A) Landlord shall, at the time its approval of such Installation is requested or at the time it receives notice of a Notice-Only Alteration, notify Tenant if it has elected to cause Tenant to remove such Installation upon the expiration or earlier termination of this Lease, and (B) in no event shall Tenant have any obligation to remove from the Premises at the expiration or earlier termination of the Term those Installations approved by Landlord in the nature of HVAC, mechanical, electrical, and plumbing systems that form an integral part of the Premises. If Landlord so elects, Tenant shall remove such Installation upon the expiration or earlier termination of this Lease and restore any damage caused by or occasioned as a result of such removal, including, when removing any of Tenant's Property that was plumbed, wired or otherwise connected to any of the Building Systems, capping off all such connections behind the walls of the Premises and repairing any holes. During any such restoration period, Tenant shall pay Rent to Landlord as provided herein as if said space were otherwise occupied by Tenant.

(c) **Lien Waivers**. At Tenant's request, Landlord shall execute and deliver commercially reasonable lien waivers in favor of Tenant's equipment lender for Tenant's Property located on the Premises, which lien waivers shall (i) be limited to specific items of equipment (instead of so-called "blanket" lien waivers), and (ii) , in all cases, be in the form of the lien waivers, if any, used by Landlord and its affiliates with the lender in question.

13. **Landlord's Repairs**. Landlord, as an Operating Expense, shall maintain all of the structural portions of the Building (including the structural portions of the foundation, structural portions of the walls, structural portions of the floor/ceiling slabs, roof, exterior glass and mullions, columns, beams, shafts (including elevator shafts), elevators, and structural portions of the stairs), exterior, parking and other Common Areas of the Project, including electrical, life safety, plumbing, fire sprinklers, and all other building systems serving the Premises and other portions of the Project ("**Building Systems**"), in good repair, reasonable wear and tear and uninsured losses and damages caused by Tenant, or by any of

Tenant's agents, servants, employees, invitees and contractors (collectively, "**Tenant Parties**") excluded. Losses and damages caused by Tenant or any Tenant Party shall be repaired by Landlord, to the extent not covered by insurance, at Tenant's sole cost and expense, subject to the terms of Section 17 below regarding each party's waiver of subrogation. Landlord reserves the right to stop Building Systems services when necessary (i) by reason of accident or emergency, or (ii) for planned repairs, alterations or improvements, which are, in the judgment of Landlord, desirable or necessary to be made, until said repairs, alterations or improvements shall have been completed. Landlord shall have no responsibility or liability for failure to supply Building Systems services during any such period of interruption; provided, however, that Landlord shall, except in case of emergency, make a commercially reasonable effort to give Tenant 48 hours advance notice of any planned stoppage of Building Systems services for routine maintenance, repairs, alterations or improvements. Tenant shall promptly give Landlord written notice of any repair required by Landlord pursuant to this Section, after which Landlord shall have a reasonable opportunity to effect such repair. Landlord shall not be liable for any failure to make any repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after Tenant's written notice of the need for such repairs or maintenance. Tenant waives its rights under any state or local law to terminate this Lease or to make such repairs at Landlord's expense and agrees that the parties' respective rights with respect to such matters shall be solely as set forth herein. Repairs required as the result of fire, earthquake, flood, vandalism, war, or similar cause of damage or destruction shall be controlled by Section 18.

14. **Tenant's Repairs**. Subject to Section 13 hereof, Tenant, at its expense, shall repair, replace and maintain in good condition all portions of the Premises, including, without limitation, entries, doors, ceilings, interior windows, interior walls, the interior side of demising walls, and HVAC systems serving the Premises. Such repair and replacement may include capital expenditures and repairs whose benefit may extend beyond the Term. Should Tenant fail to make any such repair or replacement or fail to maintain the Premises, Landlord shall give Tenant notice of such failure. If Tenant fails to commence cure of such failure within 10 days of Landlord's notice, and thereafter diligently prosecute such cure to completion, Landlord may perform such work and shall be reimbursed the actual, reasonable cost thereof by Tenant within 10 days after demand therefor; provided, however, that if such failure by Tenant creates or could create an emergency, Landlord may immediately commence cure of such failure and shall thereafter be entitled to recover the actual, reasonable costs of such cure from Tenant. Subject to Sections 17 and 18, Tenant shall bear the full uninsured cost of any repair or replacement to any part of the Project that results from damage caused by Tenant or any Tenant Party and any repair that benefits only the Premises.

(a) **HVAC Maintenance Contracts**. Tenant, at its expense, shall at all times during the Term maintain with qualified contractors maintenance and repair contracts ("**HVAC Maintenance Contracts**") for all HVAC units serving the Premises. The HVAC Maintenance Contracts shall be in form and content reasonably satisfactory to Landlord. Landlord shall be a third party beneficiary of the HVAC Maintenance Contracts and, within 30 days after Landlord's request, Tenant shall deliver a copy of the HVAC Maintenance Contracts to Landlord.

(b) **HVAC Condition; Replacement**. Within 15 days after the Commencement Date, Landlord shall obtain and provide to Tenant a copy of a report prepared by a reputable mechanical engineer evaluating the condition of the base building HVAC system serving the Premises. If the report indicates that such HVAC system is not in good operating condition, Landlord shall, at its sole cost and expense, promptly replace such HVAC system with a new HVAC systems of comparable tonnage. Tenant shall thereafter maintain, repair, and replace such HVAC system as provided in this Section 14.

15. **Mechanic's Liens**. Tenant shall discharge, by bond or otherwise, any mechanic's lien filed against the Premises or against the Project for work claimed to have been done for, or materials claimed to have been furnished to, Tenant within 10 days after the filing thereof, at Tenant's sole cost and shall otherwise keep the Premises and the Project free from any liens arising out of work performed,

materials furnished or obligations incurred by Tenant. Should Tenant fail to discharge any lien described herein, Landlord shall have the right, but not the obligation, to pay such claim or post a bond or otherwise provide security to eliminate the lien as a claim against title to the Project and the cost thereof shall be immediately due from Tenant as Additional Rent. If Tenant shall lease or finance the acquisition of office equipment, furnishings, or other personal property of a removable nature utilized by Tenant in the operation of Tenant's business, Tenant warrants that any Uniform Commercial Code Financing Statement filed as a matter of public record by any lessor or creditor of Tenant will upon its face or by exhibit thereto indicate that such Financing Statement is applicable only to removable personal property of Tenant located within the Premises. In no event shall the address of the Project be furnished on the statement without qualifying language as to applicability of the lien only to removable personal property, located in an identified suite held by Tenant.

16. **Indemnification.**

(a) **By Tenant**. Tenant hereby indemnifies and agrees to defend, save and hold Landlord harmless from and against any and all third party Claims for injury or death to persons or damage to property occurring within or about the Premises, arising directly or indirectly out of use or occupancy of the Premises or a breach or default by Tenant in the performance of any of its obligations hereunder, except to the extent caused by the willful misconduct or negligence of Landlord or its employees. Landlord shall not be liable to Tenant for, and Tenant assumes all risk of damage to, personal property at the Premises (including, without limitation, loss of records kept within the Premises). Tenant further waives any and all Claims for injury to Tenant's business or loss of income relating to any such damage or destruction of personal property (including, without limitation, any loss of records). Landlord shall not be liable for any damages arising from any act, omission or neglect of any tenant in the Project or of any other third party.

(b) **By Landlord**. Landlord hereby indemnifies and agrees to defend, save and hold Tenant harmless from and against (i) any and all Claims for injury or death to persons or damage to property occurring within or about the Project (excluding, however, the Premises) to the extent arising directly or indirectly out of a breach or default by Landlord in the performance of any of its obligations hereunder, except to the extent caused by the willful misconduct or negligence of Tenant or its employees, and (ii) any and all Claims relating to the presence of Hazardous Materials in, on, under, or about the Project before the Commencement Date ("**Pre-Existing Environmental Condition**"), including Claims relating to the removal or remediation of Hazardous Materials that are a Pre-Existing Environmental Condition.

17. **Insurance**. Landlord shall maintain all risk property and, if applicable, sprinkler damage insurance covering the full replacement cost of the Project or such lesser coverage amount as Landlord may elect provided such coverage amount is not less than [***]% of such full replacement cost. Landlord shall further procure and maintain commercial general liability insurance with a single loss limit of not less than $[***] for bodily injury and property damage with respect to the Project. Landlord may, but is not obligated to, maintain such other insurance and additional coverages as it may deem necessary, including, but not limited to, flood, environmental hazard and earthquake, loss or failure of building equipment, errors and omissions, rental loss during the period of repair or rebuilding, workers' compensation insurance and fidelity bonds for employees employed to perform services and insurance for any improvements installed by Tenant or that are in addition to the standard improvements customarily furnished by Landlord without regard to whether or not such are made a part of the Project. All such insurance shall be included as part of the Operating Expenses. The Project may be included in a blanket policy (in which case the cost of such insurance allocable to the Project will be determined by Landlord based upon the insurer's cost calculations). Tenant shall also reimburse Landlord for any increased premiums or additional insurance that Landlord reasonably deems necessary as a result of Tenant's use of the Premises.

Tenant, at its sole cost and expense, shall maintain during the Term: all risk property insurance with business interruption and extra expense coverage, covering the full replacement cost of all property and improvements installed or placed in the Premises by Tenant at Tenant's expense; workers' compensation insurance with no less than the minimum limits required by law; employer's liability insurance with such limits as required by law; and commercial general liability insurance, with a minimum limit of not less than $[***] per occurrence for bodily injury and property damage with respect to the Premises. The commercial general liability insurance policy shall name Landlord and Alexandria Real Estate Equities, Inc., and its and their respective members, officers, directors, employees, managers, and agents (collectively, "**Landlord Parties**"), as additional insureds; insure on an occurrence and not a claims-made basis; be issued by insurance companies that have a rating of not less than policyholder rating of A and financial category rating of at least Class VII in "Best's Insurance Guide"; shall not be cancelable for nonpayment of premium unless 10 days prior written notice shall have been given to Landlord from the insurer; contain a hostile fire endorsement and a contractual liability endorsement; and provide primary coverage to Landlord (any policy issued to Landlord providing duplicate or similar coverage shall be deemed excess over Tenant's policies). Copies of such policies (if requested by Landlord), or certificates of insurance (in form and substance satisfactory to Landlord; form ACORD 28 [2006/07] is not satisfactory to Landlord) showing the limits of coverage required hereunder and showing Landlord as an additional insured, along with reasonable evidence of the payment of premiums for the applicable period, shall be delivered to Landlord by Tenant upon Tenant's execution and delivery of this Lease and upon each renewal of said insurance. Tenant's policy may be a "blanket policy" with an aggregate per location endorsement that specifically provides that the amount of insurance shall not be prejudiced by other losses covered by the policy. Tenant shall, at least 5 days prior to the expiration of such policies, furnish Landlord with renewal certificates.

In each instance where insurance is to name Landlord as an additional insured, Tenant shall upon written request of Landlord also designate and furnish certificates so evidencing Landlord as additional insured to: (i) any lender of Landlord holding a security interest in the Project or any portion thereof, (ii) the landlord under any lease wherein Landlord is tenant of the real property on which the Project is located, if the interest of Landlord is or shall become that of a tenant under a ground or other underlying lease rather than that of a fee owner, and/or (iii) any management company retained by Landlord to manage the Project.

The property insurance obtained by Landlord and Tenant shall include a waiver of subrogation by the insurers and all rights based upon an assignment from its insured, against Landlord or Tenant, and their respective officers, directors, employees, managers, agents, invitees and contractors ("**Related Parties**"), in connection with any loss or damage thereby insured against. Neither party nor its respective Related Parties shall be liable to the other for loss or damage caused by any risk insured against under property insurance required to be maintained hereunder, and each party waives any claims against the other party, and its respective Related Parties, for such loss or damage. The failure of a party to insure its property shall not void this waiver. Landlord and its respective Related Parties shall not be liable for, and Tenant hereby waives all claims against such parties for, business interruption and losses occasioned thereby sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Premises or the Project from any cause whatsoever. If the foregoing waivers shall contravene any law with respect to exculpatory agreements, the liability of Landlord or Tenant shall be deemed not released but shall be secondary to the other's insurer.

Landlord may require insurance policy limits to be raised to conform with requirements of Landlord's lender and/or to bring coverage limits to levels then being generally required of new tenants within the Project, provided that such limits shall not exceed the limits being required by other owners of comparable projects in the vicinity of the Project.

18. **Restoration.** If, at any time during the Term, the Project or the Premises are damaged or destroyed by a fire or other insured casualty, Landlord shall notify Tenant within 60 days after

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discovery of such damage as to the amount of time Landlord reasonably estimates it will take to restore the Project or the Premises, as applicable ("**Restoration Period**"). If the Restoration Period is estimated to exceed 12 months ("**Maximum Restoration Period**"), Landlord may, in such notice, elect to terminate this Lease as of the date that is 75 days after the date of discovery of such damage or destruction; provided, however, that notwithstanding Landlord's election to restore, Tenant may elect to terminate this Lease by written notice to Landlord delivered within 5 business days of receipt of a notice from Landlord estimating a Restoration Period for the Premises longer than the Maximum Restoration Period. Unless either Landlord or Tenant so elects to terminate this Lease, Landlord shall, subject to receipt of sufficient insurance proceeds (with any deductible to be treated as a current Operating Expense), promptly restore the Premises (excluding the improvements installed by Tenant or by Landlord and paid for by Tenant), subject to delays arising from the collection of insurance proceeds, from Force Majeure events or as needed to obtain any license, clearance or other authorization of any kind required to enter into and restore the Premises issued by any Governmental Authority having jurisdiction over the use, storage, handling, treatment, generation, release, disposal, removal or remediation of Hazardous Materials (as defined in Section 30) in, on or about the Premises (collectively referred to herein as "**Hazardous Materials Clearances**"); provided, however, that if repair or restoration of the Premises is not substantially complete as of the end of the Maximum Restoration Period or, if longer, the Restoration Period, Landlord may, in its sole and absolute discretion, elect not to proceed with such repair and restoration, or Tenant may by written notice to Landlord delivered within 5 business days of the expiration of the Maximum Restoration Period or, if longer, the Restoration Period, elect to terminate this Lease, in which event Landlord shall be relieved of its obligation to make such repairs or restoration and this Lease shall terminate as of the date that is 75 days after the later of: (i) discovery of such damage or destruction, or (ii) the date all required Hazardous Materials Clearances are obtained, but Landlord shall retain any Rent paid and the right to any Rent payable by Tenant prior to such election by Landlord or Tenant.

Tenant, at its expense, shall promptly perform, subject to delays arising from the collection of insurance proceeds, from Force Majeure (as defined in Section 34) events or to obtain Hazardous Material Clearances, all repairs or restoration not required to be done by Landlord and shall promptly re-enter the Premises and commence doing business in accordance with this Lease. Notwithstanding the foregoing, either Landlord or Tenant may terminate this Lease if the Premises are damaged during the last year of the Term and Landlord reasonably estimates that it will take more than 2 months to repair such damage, or if insurance proceeds are not available for such restoration. Rent shall be abated from the date all required Hazardous Material Clearances are obtained until the Premises are repaired and restored, in the proportion that the area of the Premises, if any, that is not usable by Tenant bears to the total area of the Premises, unless Landlord provides Tenant with other space during the period of repair that is suitable for the temporary conduct of Tenant's business (in Tenant's reasonable discretion). Such abatement shall be the sole remedy of Tenant, and except as provided in this Section 18, Tenant waives any right to terminate this Lease by reason of damage or casualty loss.

The provisions of this Lease, including this Section 18, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, or any other portion of the Project, and any statute or regulation that is now or may hereafter be in effect shall have no application to this Lease or any damage or destruction to all or any part of the Premises or any other portion of the Project, the parties hereto expressly agreeing that this Section 18 sets forth their entire understanding and agreement with respect to such matters.

19. **Condemnation.** If the whole or any material part of the Premises or the Project is taken for any public or quasi-public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "**Taking**" or "**Taken**"), and the Taking would either prevent or materially interfere with Tenant's use of the Premises or materially interfere with or impair Landlord's ownership or operation of the Project, then upon written notice by Landlord or Tenant to the other party this Lease shall terminate and Rent shall be apportioned as of said date. If part of the

Premises shall be Taken, and this Lease is not terminated as provided above, Landlord shall promptly restore the Premises and the Project as nearly as is commercially reasonable under the circumstances to their condition prior to such partial Taking and the rentable square footage of the Building, the rentable square footage of the Premises, Tenant's Share of Operating Expenses and the Rent payable hereunder during the unexpired Term shall be reduced to such extent as may be fair and reasonable under the circumstances. Upon any such Taking, Landlord shall be entitled to receive the entire price or award from any such Taking without any payment to Tenant, and Tenant hereby assigns to Landlord Tenant's interest, if any, in such award. Tenant shall have the right, to the extent that same shall not diminish Landlord's award, to make a separate claim against the condemning authority (but not Landlord) for such compensation as may be separately awarded or recoverable by Tenant for moving expenses and damage to improvements paid for by Tenant and Tenant's trade fixtures, if a separate award for such items is made to Tenant. Tenant hereby waives any and all rights it might otherwise have pursuant to any provision of state law to terminate this Lease upon a partial Taking of the Premises or the Project.

20. **Events of Default**. Each of the following events shall be a default ("**Default**") by Tenant under this Lease:

(a) **Payment Defaults**. Tenant shall fail to pay any installment of Rent or any other payment hereunder within 5 days of written notice of default from Landlord.

(b) **Insurance**. Any insurance required to be maintained by Tenant pursuant to this Lease shall be canceled or terminated or shall expire or shall be reduced or materially changed, or Landlord shall receive a notice of nonrenewal of any such insurance and Tenant shall fail to obtain replacement insurance before the expiration of the current coverage.

(c) **Abandonment**. Tenant shall abandon the Premises without (i) the release of the Premises of all Hazardous Materials Clearances and free of any residual impact from the Tenant HazMat Operations, and (ii) complying with the provisions of Section 28.

(d) **Improper Transfer**. Tenant shall assign, sublease or otherwise transfer or attempt to transfer all or any portion of Tenant's interest in this Lease or the Premises except as expressly permitted herein, or Tenant's interest in this Lease shall be attached, executed upon, or otherwise judicially seized and such action is not released within 90 days of the action.

(e) **Liens**. Tenant shall fail to discharge or otherwise obtain the release of any lien placed upon the Premises in violation of this Lease within 10 days after any such lien is filed against the Premises.

(f) **Insolvency Events**. Tenant or any guarantor or surety of Tenant's obligations hereunder shall: (A) make a general assignment for the benefit of creditors; (B) commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively a "**Proceeding for Relief**"); (C) become the subject of any Proceeding for Relief that is not dismissed within 90 days of its filing or entry; or (D) die or suffer a legal disability (if Tenant, guarantor, or surety is an individual) or be dissolved or otherwise fail to maintain its legal existence (if Tenant, guarantor or surety is a corporation, partnership or other entity).

(g) **Estoppel Certificate or Subordination Agreement**. Tenant fails to execute any document required from Tenant under Sections 23 or 27 within 5 business days after a second notice requesting such document.

(h) **Other Defaults**. Tenant shall fail to comply with any provision of this Lease other than those specifically referred to in this Section 20, and, except as otherwise expressly provided herein, such failure shall continue for a period of 15 days after written notice thereof from Landlord to Tenant.

Any notice given under Section 20(h) hereof shall: (i) specify the alleged default, (ii) demand that Tenant cure such default, (iii) be in lieu of, and not in addition to, or shall be deemed to be, any notice required under any provision of applicable law, and (iv) not be deemed a forfeiture or a termination of this Lease unless Landlord elects otherwise in such notice; provided that if the nature of Tenant's default pursuant to Section 20(h) is such that it cannot be cured by the payment of money and reasonably requires more than 15 days to cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said 15 day period and thereafter diligently prosecutes the same to completion; provided, however, that such cure shall be completed no later than 90 days from the date of Landlord's notice.

21. **Landlord's Remedies**.

(a) **Interest**. Upon a Default by Tenant hereunder, Landlord may, without waiving or releasing any obligation of Tenant hereunder, make such payment or perform such act. All sums so paid or incurred by Landlord, together with interest thereon, from the date such sums were paid or incurred, at the annual rate equal to [***]% per annum or the highest rate permitted by law ("**Default Rate**"), whichever is less, shall be payable to Landlord on demand as Additional Rent. Except as provided in Section 21(g) below, nothing herein shall be construed to create or impose a duty on Landlord to mitigate any damages resulting from Tenant's Default hereunder.

(b) **Late Payment Rent**. Late payment by Tenant to Landlord of Rent and other sums due will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult and impracticable to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges that may be imposed on Landlord under any Mortgage covering the Premises. Therefore, if any installment of Rent due from Tenant is not received by Landlord within 5 days after the date such payment is due, Tenant shall pay to Landlord an additional sum of 5% of the overdue Rent as a late charge (provided that Tenant shall not be required to pay such late charge upon the first occurrence of a late payment by Tenant of Rent). The parties agree that this late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. In addition to the late charge, Rent not paid when due shall bear interest at the Default Rate from the 5th day after the date due until paid.

(c) **Re-Entry**. Landlord shall have the right, immediately or at any time thereafter, without further notice to Tenant (unless otherwise provided herein), to enter the Premises, without terminating this Lease or being guilty of trespass, and do any and all acts as Landlord may deem necessary, proper or convenient to cure such default, for the account and at the expense of Tenant, any notice to quit or notice of Landlord's intention to re-enter being hereby expressly waived, and Tenant agrees to pay to Landlord as Additional Rent all damage and/or expense incurred by Landlord in so doing, including interest at the Default Rate, from the due date until the date payment is received by Landlord.

(d) **Termination**. Landlord shall have the right to terminate this Lease and Tenant's right to possession of the Premises and, in accordance with applicable Legal Requirements, take possession of the Premises and remove Tenant, any occupant and any property therefrom, without being guilty of trespass and without relinquishing any rights of Landlord against Tenant, any notice to quit, or notice of Landlord's intention to re-enter being hereby expressly waived. Landlord shall be entitled to recover damages from Tenant for all amounts covenanted to be paid during the remainder of the Term (except for the period of any holdover by Tenant, in which case the monthly rental rate stated at Section 8 herein shall apply), which may be accelerated by Landlord at its option to the present value of the amounts owed (which discount to present value shall be made in accordance with accepted financial practice using a rate of [***]% per annum), together with (i) all expenses of any proceedings (including, but not limited to, the

expenses set forth in Section 43(p) below) that may be necessary in order for Landlord to recover possession of the Premises, (ii) the expenses of the re-renting of the Premises (including, but not limited to, any commissions paid to any real estate agent, advertising expense and the costs of such alterations, repairs, replacements or modifications that Landlord, in its sole judgment, considers advisable and necessary for the purpose of re-renting), in each case prorated based on the remaining length of the Term, and (iii) interest computed at the Default Rate from the due date until paid; provided, however, that there shall be credited against the amount of such damages all amounts received by Landlord from such re-renting of the Premises, with any overage being refunded to Tenant (or, if Landlord has elected to accelerate the amounts due, then Tenant shall have the right to deduct the present value of the amount for which Landlord, in its reasonable determination, should reasonably be able to relet the Premises). Landlord shall in no event be liable in any way whatsoever for failure to re-rent the Premises or, in the event that the Premises are re-rented, for failure to collect the rent thereof under such re-renting and, except as provided in Section 21(g) below, Tenant expressly waives any duty of the Landlord to mitigate damages. No act or thing done by Landlord shall be deemed to be an acceptance of a surrender of the Premises, unless Landlord shall execute a written agreement of surrender with Tenant. Tenant's liability hereunder shall not be terminated by the execution of a new lease of the Premises by Landlord, unless that new lease expressly so states. In the event Landlord does not exercise its option to accelerate the payment of amounts owed as provided hereinabove, then Tenant agrees to pay to Landlord, upon demand, the amount of damages herein provided after the amount of such damages for any month shall have been ascertained; provided, however, that any expenses incurred by Landlord shall be deemed to be a part of the damages for the month in which they were incurred. Separate actions may be maintained each month or at other times by Landlord against Tenant to recover the damages then due, without waiting until the end of the term of this Lease to determine the aggregate amount of such damages. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or being dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease.

(e) **Suspension of Funding/Performance**. Upon a Default by Tenant hereunder and during the continuance thereof, Landlord shall have the right to suspend funding of any TI Allowance or the performance of Landlord's Work (and such suspension shall constitute a Tenant Delay [as defined in **Exhibit C-1** attached hereto]).

(f) **Other Remedies**. In addition to the remedies set forth in this Section 21, Landlord, at its option, without further notice or demand to Tenant, shall have all other rights and remedies provided at law or in equity.

(g) **Mitigation**. Nothing herein shall be construed to create or impose a duty on Landlord to mitigate any damages resulting from Tenant's Default hereunder; provided, however, that to the extent required by applicable Legal Requirements, each party shall use commercially reasonable efforts to mitigate its damages in the event of a default or breach hereunder by the other party.

22. **Assignment and Subletting.**

(a) **General Prohibition**. Without Landlord's prior written consent subject to and on the conditions described in this Section 22, Tenant shall not, directly or indirectly, voluntarily or by operation of law, assign this Lease or sublease the Premises or any part thereof or mortgage, pledge, or hypothecate its leasehold interest or grant any concession or license within the Premises, and any attempt to do any of the foregoing shall be void and of no effect. If Tenant is a corporation, partnership or limited liability company, the shares or other ownership interests thereof that are not actively traded upon a stock exchange or in the over-the-counter market, a transfer or series of transfers whereby 49% or more of the issued and outstanding shares or other ownership interests of such corporation are, or voting control is, transferred (but excepting transfers upon deaths of individual owners) from a person or persons

or entity or entities that were owners thereof at time of execution of this Lease to persons or entities who were not owners of shares or other ownership interests of the corporation, partnership or limited liability company at time of execution of this Lease, shall be deemed an assignment of this Lease requiring the consent of Landlord as provided in this Section 22. Notwithstanding the foregoing, any public offering of shares or other ownership interest in Tenant shall not be deemed an assignment.

(b) **Permitted Transfers**. If Tenant desires to assign, sublease, hypothecate or otherwise transfer this Lease or sublet the Premises other than pursuant to a Permitted Assignment (as defined below), then at least 15 business days, but not more than 45 business days, before the date Tenant desires the assignment or sublease to be effective ("**Assignment Date**"), Tenant shall give Landlord a notice ("**Assignment Notice**") containing such information about the proposed assignee or sublessee, including the proposed use of the Premises and any Hazardous Materials proposed to be used, stored handled, treated, generated in or released or disposed of from the Premises, the Assignment Date, any relationship between Tenant and the proposed assignee or sublessee, and all material terms and conditions of the proposed assignment or sublease, including a copy of any proposed assignment or sublease in its final form, and such other information as Landlord may deem reasonably necessary or appropriate to its consideration whether to grant its consent. Landlord may, by giving written notice to Tenant within 10 business days after receipt of the Assignment Notice: (i) grant such consent, or (ii) refuse such consent, in its reasonable discretion (provided that Landlord shall further have the right to review and approve or disapprove the proposed form of sublease prior to the effective date of any such subletting). Tenant shall pay to Landlord a fee equal to $1,500 in connection with its consideration of any Assignment Notice and/or its preparation or review of any consent documents.

Tenant shall have the right to assign this Lease, upon 30 days prior written notice to Landlord but without obtaining Landlord's prior written consent, to a corporation or other entity that is a successor-in-interest to Tenant, by way of merger, consolidation or corporate reorganization, or by the purchase of all or substantially all of the assets or the ownership interests of Tenant provided that (i) such merger or consolidation, or such acquisition or assumption, as the case may be, is for a good business purpose and not principally for the purpose of transferring this Lease, and (ii) the net worth (as determined in accordance with generally accepted accounting principles ("**GAAP**")) of the assignee is not less than the net worth (as determined in accordance with GAAP) of Tenant as of the date of Tenant's most current quarterly or annual financial statements, and (iii) such assignee shall agree in writing to assume all of the terms, covenants and conditions of this Lease arising after the effective date of the assignment (a "**Permitted Assignment**").

(c) **Additional Conditions**. As a condition to any such assignment or subletting, whether or not Landlord's consent is required, Landlord may require:

(i) that any assignee or subtenant agree, in writing at the time of such assignment or subletting, that if Landlord gives such party notice that Tenant is in default under this Lease, such party shall thereafter make all payments otherwise due Tenant directly to Landlord, which payments will be received by Landlord without any liability except to credit such payment against those due under this Lease, and any such third party shall agree to attorn to Landlord or its successors and assigns should this Lease be terminated for any reason; provided, however, in no event shall Landlord or its successors or assigns be obligated to accept such attornment; and

(ii) A list of Hazardous Materials, certified by the proposed assignee or sublessee to be true and correct, which the proposed assignee or sublessee intends to use, store, handle, treat, generate in or release or dispose of from the Premises, together with copies of all documents relating to such use, storage, handling, treatment, generation, release or disposal of Hazardous Materials by the proposed assignee or subtenant in the Premises or on the Project, prior to the proposed assignment or subletting, including, without limitation: permits;

approvals; reports and correspondence; storage and management plans; plans relating to the installation of any storage tanks to be installed in or under the Project (provided, said installation of tanks shall only be permitted after Landlord has given its written consent to do so, which consent may be withheld in Landlord's sole and absolute discretion); and all closure plans or any other documents required by any and all federal, state and local Governmental Authorities for any storage tanks installed in, on or under the Project for the closure of any such tanks. Neither Tenant nor any such proposed assignee or subtenant is required, however, to provide Landlord with any portion(s) of the such documents containing information of a proprietary nature that, in and of themselves, do not contain a reference to any Hazardous Materials or hazardous activities.

(d) **No Release of Tenant, Sharing of Excess Rents**. Notwithstanding any assignment or subletting, Tenant and any guarantor or surety of Tenant's obligations under this Lease shall at all times remain fully and primarily responsible and liable for the payment of Rent and for compliance with all of Tenant's other obligations under this Lease, provided, however, that the initial Tenant hereunder (i.e., Kite Pharma, Inc., shall have no responsibility or liability for such payment and compliance obligations under this Lease first arising from and after the date of a Permitted Assignment of this Lease to the initial Tenant's parent, Gilead Sciences, Inc., a Delaware corporation. If the Rent due and payable by a sublessee or assignee (or a combination of the rental payable under such sublease or assignment plus any bonus or other consideration therefor or incident thereto in any form) exceeds the sum of the rental payable under this Lease (excluding, however, any Rent payable under this Section and actual and reasonable brokerage fees, legal costs, any design or construction fees directly related to and required pursuant to the terms of any such sublease, and the unamortized cost of any improvements [calculated on a straight-line basis over the useful life of the improvement in question] made to the subleased area paid for by Tenant outside of the TI Allowance) ("**Excess Rent**"), then Tenant shall be bound and obligated to pay Landlord as Additional Rent hereunder 50% of such Excess Rent within 10 days following receipt thereof by Tenant; provided, however, that Tenant's obligation to pay Excess Rent in connection with a sublease or assignment shall not apply to any sublease or assignment made pursuant to a Permitted Assignment. If Tenant shall sublet the Premises or any part thereof, Tenant hereby immediately and irrevocably assigns to Landlord, as security for Tenant's obligations under this Lease, all rent from any such subletting, and Landlord may collect such rent and apply it toward Tenant's obligations under this Lease; except that, until the occurrence of a Default, Tenant shall have the right to collect such rent. Notwithstanding the foregoing, Tenant may convey, in connection with an assignment or subletting, but pursuant to a separate legally binding agreement, Tenant's non-real property assets, goodwill, intellectual property, business and trade fixtures, inventory, equipment, or furniture as well as all other Tenant's Property to the extent paid for by Tenant ("**Tenant's FF&E**"), and Tenant shall be entitled to retain any and all consideration received in connection with such conveyance to the extent such consideration does not exceed the fair market value of Tenant's FF&E, and the value thereof shall not be included in the calculation of Excess Rent to the extent such consideration does not exceed the fair market value of Tenant's FF&E.

(e) **No Waiver**. The consent by Landlord to an assignment or subletting shall not relieve Tenant or any assignees of this Lease or any sublessees of the Premises from obtaining the consent of Landlord to any further assignment or subletting nor shall it release Tenant or any assignee or sublessee of Tenant from full and primary liability under this Lease. The acceptance of Rent hereunder, or the acceptance of performance of any other term, covenant, or condition thereof, from any other person or entity shall not be deemed to be a waiver of any of the provisions of this Lease or a consent to any subletting, assignment or other transfer of the Premises.

(f) **Prior Conduct of Proposed Transferee**. Notwithstanding any other provision of this Section 22, if (i) the proposed assignee or sublessee of Tenant has been required by any prior landlord, lender or Governmental Authority to take remedial action in connection with Hazardous Materials contaminating a property, where the contamination resulted from such party's action or use of the

property in question, (i) the proposed assignee or sublessee is subject to an enforcement order issued by any Governmental Authority in connection with the use, storage, handling, treatment, generation, release or disposal of Hazardous Materials (including, without limitation, any order related to the failure to make a required reporting to any Governmental Authority), or (ii) because of the existence of a pre-existing environmental condition in the vicinity of or underlying the Project, the risk that Landlord would be targeted as a responsible party in connection with the remediation of such pre-existing environmental condition would be materially increased or exacerbated by the proposed use of Hazardous Materials by such proposed assignee or sublessee, Landlord shall have the absolute right to refuse to consent to any assignment or subletting to any such party.

(g) **Business Entity Occupancy**. Tenant shall have the right, upon 30 days prior written notice to Landlord but without obtaining Landlord's prior written consent, to permit a business entity that is a contractor of Tenant (or an entity for whom Tenant is a subcontractor), collaborator, affiliate, subsidiary, client, customer, co-developer, or otherwise has a business relationship with Tenant, and is providing Tenant services in the course of Tenant's business operations at the Premises or is occupying the Building in furtherance of such business relationship with Tenant (a "**Business Entity**" or "**Business Entities**") to use not more than 5,000 rentable square feet of the Premises for any Permitted Use; provided, however, that (i) Tenant receives no compensation for such use in excess of that portion of the Rent attributable to such portion of the Premises, (ii) the entity remains a Business Entity for the entire duration of such use and the entity is not indicated on the Building directory or any signage on the Premises ("**Business Entity Occupancy**"), (iii) no new demising walls are constructed to accomplish the Business Entity Occupancy, (iv) Tenant shall be responsible for any and all Claims arising out of or in connection with the Business Entity Occupancy or any act or omission of any Business Entity, and Tenant shall indemnify, defend, hold and save Landlord harmless from and against any and all Claims arising out of or in connection with any Business Entity Occupancy or any act or omission of any Business Entity, and (v) the provisions of this paragraph are personal to Kite Pharma, Inc. and the transferee under any Permitted Assignment. Such Business Entity Occupancy shall not be deemed a sublease or assignment hereunder, nor shall it vest in any such Business Entity any right, title, or interest in this Lease or the Premises nor shall it relieve, release, impair, or discharge any of Tenant's obligations hereunder. Tenant shall ensure that the Business Entity complies with the terms of this Lease. A failure or breach of any term, covenant, condition, or other provision of this Lease by any Business Entity shall constitute a breach of such term, covenant, condition, or other provision of this Lease by Tenant and, if such failure or breach is not cured within any applicable notice and cure period under this Lease, shall constitute a Default by Tenant.

23. **Estoppel Certificate**. Tenant shall, within 10 business days of written notice from Landlord, execute, acknowledge and deliver a statement in writing in any form reasonably requested by a proposed lender or purchaser, (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect) and the dates to which the rental and other charges are paid in advance, if any, (ii) acknowledging that to the actual knowledge of Tenant there are not any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (iii) setting forth such further information with respect to the status of this Lease or the Premises as may be requested thereon. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part. Tenant's failure to deliver such statement within such time shall, at the option of Landlord, be conclusive upon Tenant that this Lease is in full force and effect and without modification except as may be represented by Landlord in any certificate prepared by Landlord and delivered to Tenant for execution.

24. **Quiet Enjoyment**. So long as Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall, subject to the terms of this Lease, at all times during the Term, have peaceful and quiet enjoyment of the Premises against any person claiming by, through or under Landlord.

25. **Prorations**. All prorations required or permitted to be made hereunder shall be made on the basis of a 360 day year and 30 day months.

26. **Rules and Regulations**. Tenant shall, at all times during the Term and any extension thereof, comply with all reasonable rules and regulations at any time or from time to time established by Landlord covering use of the Premises and the Project. The current rules and regulations are attached hereto as **Exhibit E**. If there is any conflict between said rules and regulations and other provisions of this Lease, the terms and provisions of this Lease shall control. Landlord shall not have any liability or obligation for the breach of any rules or regulations by other tenants in the Project and shall not enforce such rules and regulations in a discriminatory manner.

27. **Subordination**. As of the Commencement Date, the Project and the Premises are not encumbered by a Mortgage. This Lease and Tenant's interest and rights hereunder are hereby made and shall be subject and subordinate at all times to the lien of any Mortgage hereafter created on or against the Project or the Premises, and all amendments, restatements, renewals, modifications, consolidations, refinancing, assignments and extensions thereof, without the necessity of any further instrument or act on the part of Tenant; provided, however that so long as there is no Default hereunder, Tenant's right to possession of the Premises shall not be disturbed by the Holder of any such Mortgage. Tenant agrees, at the election of the Holder of any such Mortgage, to attorn to any such Holder. Tenant agrees upon demand to execute, acknowledge and deliver such instruments, confirming such subordination, and such instruments of attornment as shall be requested by any such Holder, provided any such instruments contain appropriate non-disturbance provisions assuring Tenant's quiet enjoyment of the Premises as set forth in Section 24 hereof. Notwithstanding the foregoing, any such Holder may at any time subordinate its Mortgage to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such Mortgage without regard to their respective dates of execution, delivery or recording and in that event such Holder shall have the same rights with respect to this Lease as though this Lease had been executed prior to the execution, delivery and recording of such Mortgage and had been assigned to such Holder. On Tenant's written request, Landlord shall obtain from any Holder of a first lien Mortgage at any time during the Term covering any or all of the Project or the Premises a non-disturbance agreement on Holder's standard form in favor of Tenant assuring Tenant's quiet enjoyment of the Premises as set forth in Section 24 hereof. The term "**Mortgage**" whenever used in this Lease shall be deemed to include deeds of trust, security assignments and any other encumbrances, and any reference to the "**Holder**" of a Mortgage shall be deemed to include the beneficiary under a deed of trust.

28. **Surrender**. Upon the expiration of the Term or earlier termination of Tenant's right of possession, Tenant shall surrender the Premises to Landlord in the same condition as received, subject to any Alterations or Installations permitted by Landlord to remain in the Premises, free of Hazardous Materials brought upon, kept, used, stored, handled, treated, generated in, or released or disposed of from, the Premises by any person other than a Landlord Party (collectively, "**Tenant HazMat Operations**") and released of all Hazardous Materials Clearances, broom clean, ordinary wear and tear and casualty loss and condemnation covered by Sections 18 and 19 excepted. At least 3 months prior to the surrender of the Premises, Tenant shall deliver to Landlord a narrative description of the actions proposed (or required by any Governmental Authority) to be taken by Tenant in order to surrender the Premises (including any Installations permitted by Landlord to remain in the Premises) at the expiration or earlier termination of the Term, in the condition required by this Lease ("**Surrender Plan**"). Such Surrender Plan shall be accompanied by a current listing of (i) all Hazardous Materials licenses and permits held by or on behalf of any Tenant Party with respect to the Premises, and (ii) all Hazardous Materials used, stored, handled, treated, generated, released or disposed of from the Premises, and shall be subject to the review and approval of Landlord's environmental consultant. In connection with the review and approval of the Surrender Plan, upon the request of Landlord, Tenant shall deliver to Landlord or its consultant such additional non-proprietary information concerning Tenant HazMat Operations as Landlord shall request. On or before such surrender, Tenant shall deliver to Landlord evidence that the

approved Surrender Plan shall have been satisfactorily completed and Landlord shall have the right, subject to reimbursement at Tenant's expense as set forth below, to cause Landlord's environmental consultant to inspect the Premises and perform such additional procedures as may be deemed reasonably necessary to confirm that the Premises are, as of the effective date of such surrender or early termination of this Lease, free from any residual impact from Tenant HazMat Operations. Tenant shall reimburse Landlord, as Additional Rent, for the actual out-of-pocket expense incurred by Landlord for Landlord's environmental consultant to review and approve the Surrender Plan and to visit the Premises and verify satisfactory completion of the same, which cost shall not exceed $5,000. Landlord shall have the unrestricted right to deliver such Surrender Plan and any report by Landlord's environmental consultant with respect to the surrender of the Premises to third parties.

If Tenant shall fail to prepare or submit a Surrender Plan approved by Landlord, or if Tenant shall fail to complete the approved Surrender Plan, or if such Surrender Plan, whether or not approved by Landlord, shall fail to adequately address any residual effect of Tenant HazMat Operations in, on or about the Premises, Landlord shall have the right to take such actions as Landlord may deem reasonable or appropriate to assure that the Premises and the Project are surrendered free from any residual impact from Tenant HazMat Operations, the cost of which actions shall be reimbursed by Tenant as Additional Rent, without regard to the limitation set forth in the first paragraph of this Section 28.

Tenant shall immediately return to Landlord all keys and/or access cards to parking, the Project, restrooms or all or any portion of the Premises furnished to or otherwise procured by Tenant. If any such access card or key is lost, Tenant shall pay to Landlord, at Landlord's election, either the cost of replacing such lost access card or key or the cost of reprogramming the access security system in which such access card was used or changing the lock or locks opened by such lost key. Any Tenant's Property, Alterations and property not so removed by Tenant as permitted or required herein shall be deemed abandoned and may be stored, removed, and disposed of by Landlord at Tenant's expense, and Tenant waives all claims against Landlord for any damages resulting from Landlord's retention and/or disposition of such property. All obligations of Tenant hereunder not fully performed as of the termination of the Term, including the obligations of Tenant under Section 30 hereof, shall survive the expiration or earlier termination of the Term, including, without limitation, indemnity obligations, payment obligations with respect to Rent and obligations concerning the condition and repair of the Premises.

29. **Waiver of Jury Trial**. TENANT AND LANDLORD WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN LANDLORD AND TENANT ARISING OUT OF THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.

30. **Environmental Requirements**.

(a) **Prohibition/Compliance/Indemnity**. Tenant shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, kept, used, stored, handled, treated, generated in or about, or released or disposed of from, the Premises or the Project in violation of applicable Environmental Requirements (as hereinafter defined) by Tenant or any Tenant Party. If Tenant breaches the obligation stated in the preceding sentence, or if the presence of Hazardous Materials in the Premises during the Term or any holding over results in contamination of the Premises, the Project or any adjacent property or if contamination of the Premises, the Project or any adjacent property by Hazardous Materials brought into, kept, used, stored, handled, treated, generated in or about, or released or disposed of from, the Premises by anyone other than Landlord and Landlord's employees, agents and contractors otherwise occurs during the Term or any holding over, Tenant hereby indemnifies and shall defend and hold Landlord, its officers, directors, employees, agents and contractors harmless from any and all actions (including, without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), costs, claims,

damages (including, without limitation, punitive damages and damages based upon diminution in value of the Premises or the Project, or the loss of, or restriction on, use of the Premises or any portion of the Project), expenses (including, without limitation, attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage, or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses (collectively, "**Environmental Claims**") that arise during or after the Term as a result of such contamination; provided, however, that Tenant shall have no indemnification, remediation, or other obligation or responsibility under this Section 30 for any contamination or Environmental Claim if Tenant proves by a preponderance of the evidence that such contamination or Environmental Claim arises from any Hazardous Materials brought into, kept, used, stored, handled, treated, generated in or about, or released or disposed of from the Premises by Landlord, its employees or contractors, or another tenant unrelated or unaffiliated with Tenant or that existed in the Premises as of the Commencement Date and were not brought into, kept, used, stored, handled, treated, generated in or about, or released or disposed of from the Premises by Tenant or any Tenant Party. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, treatment, remedial, removal, or restoration work required by any federal, state or local Governmental Authority because of Hazardous Materials present in the air, soil or ground water above, on, or under the Premises. Without limiting the foregoing, if the presence of any Hazardous Materials on the Premises, the Project, or any adjacent property caused or permitted by Tenant or any Tenant Party results in any contamination of the Premises, the Project, or any adjacent property, Tenant shall promptly take all actions at its sole expense and in accordance with applicable Environmental Requirements as are necessary to return the Premises, the Project, or any adjacent property to the condition existing prior to the time of such contamination, provided that Landlord's approval of such action shall first be obtained, which approval shall not unreasonably be withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises or the Project.

(i) **Remediation of Pre-Existing Environmental Condition**. Landlord shall, at no expense to Tenant, remediate any Pre-Existing Environmental Condition in the Premises as required by applicable Legal Requirements that Tenant proves by a preponderance of the evidence is a Pre-Existing Environmental Condition.

(b) **Business**. Landlord acknowledges that it is not the intent of this Section 30 to prohibit Tenant from using the Premises for the Permitted Use. Tenant may operate its business according to prudent industry practices so long as the use or presence of Hazardous Materials is strictly and properly monitored according to all then applicable Environmental Requirements. As a material inducement to Landlord to allow Tenant to use Hazardous Materials in connection with its business, Tenant agrees to deliver to Landlord prior to the Commencement Date a list identifying each type of Hazardous Materials to be brought upon, kept, used, stored, handled, treated, generated on, or released or disposed of from, the Premises and setting forth any and all governmental approvals or permits required in connection with the presence, use, storage, handling, treatment, generation, release or disposal of such Hazardous Materials on or from the Premises ("**Hazardous Materials List**"). Tenant shall deliver to Landlord an updated Hazardous Materials List at least once a year upon request of Landlord and shall also deliver an updated list before any new Hazardous Material is brought onto, kept, used, stored, handled, treated, generated on, or released or disposed of from, the Premises. Tenant shall deliver to Landlord true and correct copies of the following documents ("**Haz Mat Documents**") relating to the use, storage, handling, treatment, generation, release or disposal of Hazardous Materials prior to the Commencement Date, or if unavailable at that time, concurrent with the receipt from or submission to a Governmental Authority: permits; approvals; reports and correspondence; storage and management plans, notice of violations of any Legal Requirements; plans relating to the installation of any storage tanks to be installed in or under the Project (provided, said installation of tanks shall only be permitted after Landlord has given Tenant its written consent to do so, which consent may be withheld in Landlord's sole and absolute discretion); all closure plans or any other documents required by any and all federal, state and local Governmental

Authorities for any storage tanks installed in, on or under the Project for the closure of any such tanks; and a Surrender Plan (to the extent surrender in accordance with Section 28 cannot be accomplished in 3 months). Tenant is not required, however, to provide Landlord with any portion(s) of the Haz Mat Documents containing information of a proprietary nature that, in and of themselves, do not contain a reference to any Hazardous Materials or hazardous activities. It is not the intent of this Section to provide Landlord with information that could be detrimental to Tenant's business should such information become possessed by Tenant's competitors.

(c) **Tenant Representation and Warranty**. Tenant hereby represents and warrants to Landlord that (i) neither Tenant nor any of its legal predecessors has been required by any prior landlord, lender, or Governmental Authority at any time to take remedial action in connection with Hazardous Materials contaminating a property, which contamination was permitted by Tenant or such predecessor or resulted from Tenant's or such predecessor's action or use of the property in question, and (ii) Tenant is not subject to any enforcement order issued by any Governmental Authority in connection with the use, storage, handling, treatment, generation, release or disposal of Hazardous Materials (including, without limitation, any order related to the failure to make a required reporting to any Governmental Authority). If Landlord determines that this representation and warranty was not true as of the date of this lease, Landlord shall have the right to terminate this Lease in Landlord's sole and absolute discretion.

(d) **Testing**. Landlord shall have access to, and a right to perform inspections and tests of, the Premises and the Project to determine Tenant's compliance with Environmental Requirements (as defined below), its obligations under this Section 30, or the environmental condition of the Premises and the Project. In connection with such testing, upon the request of Landlord, Tenant shall deliver to Landlord or its consultant such non-proprietary information concerning the use of Hazardous Materials in or about the Premises by Tenant or any Tenant Party. Access shall be granted to Landlord upon Landlord's prior notice to Tenant and at such times so as to minimize, so far as may be reasonable under the circumstances, any disturbance to Tenant's operations. Such inspections and tests shall be conducted at Landlord's expense, unless such inspections or tests are conducted pursuant to Section 21 hereof or reveal that Tenant has not complied with any Environmental Requirement, in which case Tenant shall reimburse Landlord for the reasonable cost of such inspection and tests. Tenant shall, at its sole cost and expense, promptly and satisfactorily remediate any environmental conditions identified by such testing in accordance with all Environmental Requirements. Landlord's receipt of or satisfaction with any environmental assessment in no way waives any rights that Landlord may have against Tenant.

(e) **Underground Tanks**. Under no circumstances whatsoever will Tenant have the right to install any underground storage tank on or about the Premises or the Project. If underground or other storage tanks storing Hazardous Materials located on the Premises or the Project before the Commencement Date are used by Tenant, Tenant shall install, use, monitor, operate, maintain, upgrade and manage such storage tanks, maintain appropriate records, obtain and maintain appropriate insurance, implement reporting procedures, properly close any underground storage tanks if required by applicable Legal Requirements, and take or cause to be taken all other actions necessary or required under applicable state and federal Legal Requirements, as such now exists or may hereafter be adopted or amended in connection with the installation, use, maintenance, management, operation, upgrading and closure of such storage tanks.

(f) **Control Areas**. Tenant shall be allowed to utilize up to its pro rata share of the Hazardous Materials inventory within any control area or zone (located within the Premises), as designated from time to time by the applicable building code or other Legal Requirement, for Hazardous Materials use or storage. As used in the preceding sentence, Tenant's pro rata share of any control area or zone located within the Premises shall be determined based on the rentable square footage that Tenant leases within the applicable control area or zone. For purposes of example only, if a control area or zone contains 10,000 rentable square feet and 2,000 rentable square feet of a tenant's premises are

located within such control area or zone (while such premises as a whole contains 5,000 rentable square feet), the applicable tenant's pro rata share of such control area or zone would be 20%.

(g) **Tenant's Obligations**. Tenant's obligations under this Section 30 shall survive the expiration or earlier termination of this Lease for the applicable statute of limitations period under federal, state, or local Legal Requirement. During any period of time after the expiration or earlier termination of this Lease required by Tenant or Landlord to complete the removal from the Premises of any Hazardous Materials (including, without limitation, the release and termination of any licenses or permits restricting the use of the Premises and the completion of the approved Surrender Plan), Tenant shall continue to pay the full Rent in accordance with this Lease for any portion of the Premises not relet by Landlord in Landlord's sole discretion, which Rent shall be prorated daily.

(h) **Definitions**. As used herein, (i) the term "**Environmental Requirements**" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any Governmental Authority regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the Project, or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder, and (ii) the term "**Hazardous Materials**" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, or regulated by reason of its impact or potential impact on humans, animals and/or the environment under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). As defined in Environmental Requirements, Tenant is and shall be deemed to be the "**operator**" of Tenant's "**facility**" and the "**owner**" of all Hazardous Materials brought on the Premises by Tenant or any Tenant Party, and the wastes, by-products, or residues generated, resulting, or produced therefrom.

31. **Tenant's Remedies/Limitation of Liability**. Landlord shall not be in default hereunder unless Landlord fails to perform any of its obligations hereunder within 30 days after written notice from Tenant specifying such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of 30 days, then after such period of time as is reasonably necessary). Upon any default by Landlord, Tenant shall give notice by registered or certified mail to any Holder of a Mortgage covering the Premises and to any landlord of any lease of property in or on which the Premises are located and Tenant shall offer such Holder and/or landlord a reasonable opportunity to cure the default, including time to obtain possession of the Project by power of sale or a judicial action if such should prove necessary to effect a cure; provided Landlord shall have furnished to Tenant in writing the names and addresses of all such persons who are to receive such notices. All obligations of Landlord hereunder shall be construed as covenants, not conditions; and, except as may be otherwise expressly provided in this Lease, Tenant may not terminate this Lease for breach of Landlord's obligations hereunder.

Notwithstanding the foregoing, if any claimed Landlord default hereunder will immediately, materially and adversely affect Tenant's ability to conduct its business in the Premises or creates the reasonable likelihood of damage to persons or material damage to property or material financial loss to Tenant (a "**Material Landlord Default**"), and if Tenant gives Landlord written notice of such claim, Landlord shall then have 2 business days to commence cure of such claimed Material Landlord Default and shall diligently prosecute such cure to completion. If such claimed Material Landlord Default is subsequently determined to not be a default by Landlord hereunder, Landlord shall be entitled to recover from Tenant, as Additional Rent, any costs reasonably incurred by Landlord to effect such cure. If Landlord fails to commence cure of any claimed Material Landlord Default as provided above, Tenant may commence and prosecute such cure to completion, and shall be entitled to recover the costs of such cure (but not any consequential or other damages) within 30 days after receipt of invoice to Landlord, together with interest at the Default Rate accruing upon any late payment thereof, from

Landlord, to the extent of Landlord's obligation to cure such claimed Material Landlord Default hereunder, subject to the limitations set forth in the immediately preceding sentence of this paragraph and the other provisions of this Lease.

The term "**Landlord**" in this Lease shall mean only the owner for the time being of the Premises. Upon the transfer by such owner of its interest in the Premises, such owner shall thereupon be released and discharged from all obligations of Landlord thereafter accruing, but such obligations shall be binding during the Term upon each new owner for the duration of such owner's ownership.

32. **Inspection and Access**. Landlord and its agents, representatives, and contractors may enter the Premises at any reasonable time to inspect the Premises and to make such repairs as may be required or permitted pursuant to this Lease and for any other business purpose. Landlord and Landlord's representatives may enter the Premises during business hours on not less than 48 hours advance written notice (except in the case of emergencies in which case no such notice shall be required and such entry may be at any time) for the purpose of effecting any such repairs, inspecting the Premises, showing the Premises to prospective purchasers and, during the last year of the Term, to prospective tenants or for any other business purpose; provided, however, that except for emergencies, Landlord shall use commercially reasonable efforts in connection with any entry not to materially interfere with Tenant's use of the Premises. Landlord may erect a suitable sign on the Premises stating the Premises are available to let or that the Project is available for sale. Landlord may grant easements, make public dedications, designate Common Areas and create restrictions on or about the Premises, provided that no such easement, dedication, designation or restriction materially, adversely affects Tenant's use or occupancy of the Premises for the Permitted Use. At Landlord's request, Tenant shall execute such instruments as may be reasonably necessary for such easements, dedications or restrictions. Tenant shall at all times, except in the case of emergencies, have the right to escort Landlord or its agents, representatives, contractors or guests while the same are in the Premises, provided such escort does not materially and adversely affect Landlord's access rights hereunder.

33. **Security**. Tenant acknowledges and agrees that security devices and services, if any, while intended to deter crime may not in given instances prevent theft or other criminal acts and that Landlord is not providing any security services with respect to the Premises. Tenant agrees that Landlord shall not be liable to Tenant for, and Tenant waives any claim against Landlord with respect to, any loss by theft or any other damage suffered or incurred by Tenant in connection with any unauthorized entry into the Premises or any other breach of security with respect to the Premises. Tenant shall be solely responsible for the personal safety of Tenant's officers, employees, agents, contractors, guests and invitees while any such person is in, on or about the Premises and/or the Project. Tenant shall at Tenant's cost obtain insurance coverage to the extent Tenant desires protection against such criminal acts.

34. **Force Majeure**. Neither Landlord nor Tenant shall be responsible or liable for delays in the performance of its obligations hereunder when caused by, related to, or arising out of acts of God, strikes, lockouts, or other labor disputes, embargoes, quarantines, weather, national, regional, or local disasters, calamities, or catastrophes, inability to obtain labor or materials (or reasonable substitutes therefor) at reasonable costs or failure of, or inability to obtain, utilities necessary for performance, governmental restrictions, orders, limitations, regulations, or controls, national emergencies, delay in issuance or revocation of permits, enemy or hostile governmental action, terrorism, insurrection, riots, civil disturbance or commotion, fire or other casualty, and other causes or events beyond the reasonable control of such party ("**Force Majeure**"); provided, however, that in no event shall Force Majeure excuse Tenant from performing any monetary obligation under this Lease.

35. **Brokers**. Landlord and Tenant each represents and warrants that it has not dealt with any broker, agent or other person (collectively, "**Broker**") in connection with this transaction and that no Broker brought about this transaction, other than CBRE and Scheer Partners, Inc. ("**SPI**"). CBRE shall be

paid by Landlord pursuant to a separate agreement between Landlord and CBRE, and SPI shall be paid by Landlord pursuant to a separate agreement between Landlord and SPI. Landlord and Tenant each hereby agree to indemnify and hold the other harmless from and against any claims by any Broker, other than CBRE and SPI, claiming a commission or other form of compensation by virtue of having dealt with Tenant or Landlord, as applicable, with regard to this leasing transaction.

36. **Limitation on Landlord's Liability.** NOTWITHSTANDING ANYTHING SET FORTH HEREIN OR IN ANY OTHER AGREEMENT BETWEEN LANDLORD AND TENANT TO THE CONTRARY: (A) LANDLORD SHALL NOT BE LIABLE TO TENANT OR ANY OTHER PERSON FOR (AND TENANT AND EACH SUCH OTHER PERSON ASSUME ALL RISK OF) LOSS, DAMAGE OR INJURY, WHETHER ACTUAL OR CONSEQUENTIAL TO: TENANT'S PERSONAL PROPERTY OF EVERY KIND AND DESCRIPTION, INCLUDING, WITHOUT LIMITATION TRADE FIXTURES, EQUIPMENT, INVENTORY, SCIENTIFIC RESEARCH, SCIENTIFIC EXPERIMENTS, LABORATORY ANIMALS, PRODUCT, SPECIMENS, SAMPLES, AND/OR SCIENTIFIC, BUSINESS, ACCOUNTING AND OTHER RECORDS OF EVERY KIND AND DESCRIPTION KEPT AT THE PREMISES AND ANY AND ALL INCOME DERIVED OR DERIVABLE THEREFROM; (B) THERE SHALL BE NO PERSONAL RECOURSE TO LANDLORD FOR ANY ACT OR OCCURRENCE IN, ON OR ABOUT THE PREMISES OR ARISING IN ANY WAY UNDER THIS LEASE OR ANY OTHER AGREEMENT BETWEEN LANDLORD AND TENANT WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ANY LIABILITY OF LANDLORD HEREUNDER SHALL BE STRICTLY LIMITED SOLELY TO LANDLORD'S INTEREST IN THE PROJECT OR ANY PROCEEDS FROM SALE OR CONDEMNATION THEREOF AND ANY INSURANCE PROCEEDS PAYABLE IN RESPECT OF LANDLORD'S INTEREST IN THE PROJECT OR IN CONNECTION WITH ANY SUCH LOSS; AND (C) IN NO EVENT SHALL ANY PERSONAL LIABILITY BE ASSERTED AGAINST ANY OF LANDLORD'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS. UNDER NO CIRCUMSTANCES SHALL LANDLORD OR ANY OF LANDLORD'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS BE LIABLE FOR INJURY TO TENANT'S BUSINESS OR FOR ANY LOSS OF INCOME OR PROFIT THEREFROM.

37. **Severability.** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in effect to such illegal, invalid or unenforceable clause or provision as shall be legal, valid and enforceable. This Lease, including the exhibits attached hereto, constitutes the entire agreement between Landlord and Tenant pertaining to the subject matter hereof and supersedes all prior agreements, understandings, letters of intent, negotiations, and discussions, whether oral or written, of the parties, and there are no warranties, representations, or other agreements, express or implied, made to either party by the other party in connection with the subject matter hereof except as specifically set forth herein or in the documents delivered pursuant hereto or in connection herewith.

38. **Signs; Exterior Appearance.** Tenant shall not, without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole discretion: (i) attach any awnings, exterior lights, decorations, balloons, flags, pennants, banners, painting or other projection to any outside wall of the Project, (ii) use any curtains, blinds, shades or screens other than Landlord's standard window coverings, (iii) coat or otherwise sunscreen the interior or exterior of any windows, (iv) place any bottles, parcels, or other articles on the window sills, (v) place any equipment, furniture or other items of personal property on any exterior balcony, or (vi) paint, affix or exhibit on any part of the Premises or the Project any signs, notices, window or door lettering, placards, decorations, or advertising media of any type that can be viewed from the exterior of the Premises. Interior signs on doors and the directory tablet shall be inscribed, painted or affixed for Tenant by Landlord at the sole cost and expense of Tenant, and shall be of a size, color and type acceptable to Landlord. Nothing may be placed on the exterior of corridor walls

or corridor doors other than Landlord's standard lettering. The directory tablet shall be provided exclusively for the display of the name and location of tenants.

(a) **Identification Signage**. Landlord shall, at its expense, place Tenant's name on the existing monument sign in front of the Building, the suite entry, and loading dock.

(b) **Façade Signage**. If and when Tenant leases more than 50% of the rentable square footage in the Building, Tenant shall have the exclusive right, at its sole cost and expense and in compliance with all applicable Legal Requirements, to install and affix to the façade of the Building facing Clopper Road a single sign bearing Tenant's name and its then current corporate logo ("**Identification Signage**"). Such Identification Signage right shall be personal to Kite Pharma, Inc. and the transferee under any Permitted Assignment. Landlord shall have the right to approve the place, size (the area of the Identification Signage shall be equal to Tenant's proportionate share of the Project in relation to the area of the Premises), and design of the Identification Signage, which approval shall not be unreasonably withheld, delayed, or conditioned, and shall in all cases comply with building standard signage requirements. On the expiration or earlier termination of this Lease, Tenant shall remove the Identification Signage at its sole cost and expense and in accordance with all applicable Legal Requirements.

39. [***]

(a) [***]

(i) [***]

(ii) [***]

(b) [***]

(c) [***]

(d) [***]

(e) [***]

(f) [***]

40. [***]

(a) [***]

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[***]

(c) [***]

(i) [***]

(ii) [***]

(iii) [***]

(d) [***]

(e) [***]

(f) [***]

(g) [***]

[***]

41. **Roof Equipment**. As long as Tenant is not in default under this Lease, Tenant shall have the right at its sole cost and expense, subject to compliance with all Legal Requirements, to install, maintain, and remove on the top of the roof of the Building (based on Tenant's proportionate share of the space available on the roof) directly above the Premises one or more satellite dishes, communication antennae, or other equipment (all of which having a diameter and height acceptable to Landlord) for the transmission or reception of communication of signals as Tenant may from time to time desire (collectively, the "**Roof Equipment**") at no rental charge to Tenant on the following terms and conditions:

(a) **Requirements**. Tenant shall submit to Landlord (i) the plans and specifications for the installation of the Roof Equipment, (ii) copies of all required governmental and quasi-governmental permits, licenses, and authorizations that Tenant will and must obtain at its own expense, with the cooperation of Landlord, if necessary for the installation and operation of the Roof Equipment, and

(iii) an insurance policy or certificate of insurance evidencing insurance coverage as required by this Lease and any other insurance as reasonably required by Landlord for the installation and operation of the Roof Equipment. Landlord shall not unreasonably withhold or delay its approval for the installation and operation of the Roof Equipment; provided, however, that Landlord may reasonably withhold its approval if the installation or operation of the Roof Equipment (A) may damage the structural integrity of the Building, (B) may void, terminate, or invalidate any applicable roof warranty, (C) may interfere with any service provided by Landlord or any tenant of the Building, (D) may reduce the leaseable space in the Building, or (E) is not properly screened from the viewing public.

(b) **No Damage to Roof**. If installation of the Roof Equipment requires Tenant to make any roof cuts or perform any other roofing work, such cuts shall only be made to the roof area of the Building located directly above the Premises and only in the manner designated in writing by Landlord; and any such installation work (including any roof cuts or other roofing work) shall be performed by Tenant, at Tenant's sole cost and expense by a roofing contractor designated by Landlord. If Tenant or its agents shall otherwise cause any damage to the roof during the installation, operation, and removal of the Roof Equipment such damage shall be repaired promptly at Tenant's expense and the roof shall be restored in the same condition it was in before the damage. Landlord shall not charge Tenant Additional Rent for the installation and use of the Roof Equipment. If, however, Landlord's insurance premium or Tax assessment increases as a result of the Roof Equipment, Tenant shall pay such increase as Additional Rent within 10 days after receipt of a reasonably detailed invoice from Landlord. Tenant shall not be entitled to any abatement or reduction in the amount of Rent payable under this Lease if for any reason Tenant is unable to use the Roof Equipment. In no event whatsoever shall the installation, operation, maintenance, or removal of the Roof Equipment by Tenant or its agents void, terminate, or invalidate any applicable roof warranty.

(c) **Protection**. The installation, operation, and removal of the Roof Equipment shall be at Tenant's sole risk. Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, costs, damages, liabilities and expenses (including, but not limited to, attorneys' fees) of every kind and description that may arise out of or be connected in any way with Tenant's installation, operation, or removal of the Roof Equipment.

(d) **Removal**. At the expiration or earlier termination of this Lease or the discontinuance of the use of the Roof Equipment by Tenant, Tenant shall, at its sole cost and expense, remove the Roof Equipment from the Building. Tenant shall leave the portion of the roof where the Roof Equipment was located in good order and repair, reasonable wear and tear excepted. If Tenant does not so remove the Roof Equipment, Tenant hereby authorizes Landlord to remove and dispose of the Roof Equipment and charge Tenant as Additional Rent for all costs and expenses incurred by Landlord in such removal and

disposal. Tenant agrees that Landlord shall not be liable for any Roof Equipment or related property disposed of or removed by Landlord.

(e) **No Interference**. The Roof Equipment shall not interfere with the proper functioning of any telecommunications equipment or devices that have been installed or will be installed by Landlord or for any other tenant or future tenant of the Building. Tenant acknowledges that other tenant(s) may have approval rights over the installation and operation of telecommunications equipment and devices on or about the roof, and that Tenant's right to install and operate the Roof Equipment is subject and subordinate to the rights of such other tenants. Tenant agrees that any other tenant of the Building that currently has or in the future takes possession of any portion of the Building will be permitted to install such telecommunication equipment that is of a type and frequency that will not cause unreasonable interference to the Roof Equipment.

(f) **Relocation**. Landlord shall have the right, at its expense and after 60 days prior notice to Tenant, to relocate the Roof Equipment to another site on the roof of the Building as long as such site reasonably meets Tenant's sight line and interference requirements and does not unreasonably interfere with Tenant's use and operation of the Roof Equipment.

(g) **Access**. Landlord grants to Tenant the right of ingress and egress on a 24 hour 7 day per week basis to install, operate, and maintain the Roof Equipment. Before receiving access to the roof of the Building, Tenant shall give Landlord at least 24 hours' advance written or oral notice, except in emergency situations, in which case 2 hours' advance oral notice shall be given by Tenant. Landlord shall supply Tenant with the name, telephone, and pager numbers of the contact individual(s) responsible for providing access during emergencies.

(h) **Appearance**. If permissible by Legal Requirements, the Roof Equipment shall be painted the same color as the Building so as to render the Roof Equipment virtually invisible from ground level.

(i) **No Assignment**. The right of Tenant to use and operate the Roof Equipment shall be personal solely to Kite Pharma, Inc. and the transferee under any Permitted Assignment, and (i) no other person or entity shall have any right to use or operate the Roof Equipment, and (ii) Tenant shall not assign, convey, or otherwise transfer to any person or entity any right, title, or interest in all or any portion of the Roof Equipment or the use and operation thereof.

42. **Termination Option**. Notwithstanding anything to the contrary contained herein, Tenant shall have a one-time option to terminate this Lease ("**Termination Option**") in accordance with the following terms and conditions:

(a) **Tenant Gives Notice**. If Tenant desires to exercise the Termination Option, Tenant shall give Landlord irrevocable written notice ("**Termination Notice**") of Tenant's exercise of the Termination Option. Landlord must receive the Termination Notice no later than the date that is 12 full months before the Termination Date. Time is of the essence with respect to Landlord's receipt of the Termination Notice and all other deadlines in this Section.

(b) **Termination Date**. If Tenant gives the Termination Notice and complies with all the provisions in this Section, this Lease shall terminate at midnight at the end of the 84th month after the Rent Commencement Date ("**Termination Date**").

(c) [***]

[***]
[***]

(d) **Tenant's Obligation Survives Termination.** Tenant's obligations to pay Base Rent and Additional Rent under this Lease, and to perform all other Lease obligations for the period up to and including the Termination Date, shall survive the termination of this Lease.

(e) **Landlord May Cancel and Void Termination if Tenant in Default.** Notwithstanding the foregoing provisions of this Section, if Tenant shall exercise the Termination Option (in accordance with paragraph (a) above) when it is in Default, then Landlord may elect, but is not obligated, to cancel and declare null and void Tenant's exercise of the Termination Option and this Lease shall continue in full force and effect for the full Term unaffected by Tenant's exercise of the Termination Option. If Landlord does not cancel Tenant's exercise of the Termination Option after such Default, Tenant shall cure any Default within the period of time specified in this Lease and this obligation shall survive the Termination Date.

(f) **Tenant Shall Surrender Space by Termination Date.** If Tenant exercises the Termination Option, Tenant shall surrender full and complete possession of the Premises to Landlord on or before the Termination Date vacant, broom-clean, in good order and condition, and in accordance with the provisions of this Lease (including, but not limited to, Section 28), and thereafter the Premises shall be free and clear of all leases, tenancies, and rights of occupancy of any entity claiming by, through, or under Tenant.

(g) **Failure to Surrender Makes Tenant a Holdover.** If Tenant shall fail to deliver possession of the Premises on or before the Termination Date in accordance with the terms hereof, Tenant shall be deemed to be a holdover tenant from and after the Termination Date, and in such event, Tenant shall be subject to the provisions of Section 8 relating to holdover tenancies.

(h) **Lease Ceases After Termination.** If Tenant properly and timely exercises the Termination Option and properly and timely satisfies all other monetary and non-monetary obligations under this Lease, this Lease shall cease and expire on the Termination Date with the same force and effect as if the Termination Date were the date originally provided in this Lease as the expiration date of the Term.

(i) **No Termination Option After Assignment.** If this Lease has been assigned other than pursuant to a Permitted Assignment, the Termination Option shall be deemed null and void and neither Tenant nor any assignee shall have the right to exercise the Termination Option during the term of such assignment.

43. **Miscellaneous.**

(a) **Notices.** All notices or other communications between the parties shall be in writing and shall be deemed duly given upon delivery or refusal to accept delivery by the addressee thereof if delivered in person, or upon actual receipt if delivered by reputable overnight guaranty courier, addressed and sent to the parties at their addresses set forth above. Landlord and Tenant may from time to time by written notice to the other designate another address for receipt of future notices.

(b) **Joint and Several Liability.** If and when included within the term "**Tenant**," as used in this instrument, there is more than one person or entity, each shall be jointly and severally liable for the obligations of Tenant.

(c) **Financial Information**. Tenant shall furnish Landlord with true and complete copies of (i) Tenant's most recent audited annual financial statements within 90 days of the end of each of Tenant's fiscal years during the Term, (ii) Tenant's most recent unaudited quarterly financial statements within 45 days of the end of each of Tenant's first three fiscal quarters of each of Tenant's fiscal years during the Term, and (iii) any other financial information or summaries that Tenant typically provides to its lenders or shareholders. The foregoing to the contrary notwithstanding, so long as Tenant's stock is listed for trading on the NASDAQ stock market or other public stock exchange and whose financial statements are publicly available within 3 months after the end of each calendar quarter, then Tenant's obligation to provide such financial statements and information shall be deemed satisfied by the availability of on-line access to U.S. Securities and Exchange Commission filings and other financial information of Kite Pharma, Inc. on its corporate website at http://www.kitepharma.com/.

(d) **Recordation**. Neither this Lease nor a memorandum of lease shall be filed by or on behalf of Tenant in any public record. Landlord may prepare and file, and upon request by Landlord Tenant will execute, a memorandum of lease.

(e) **Interpretation**. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

(f) **Not Binding Until Executed**. The submission by Landlord to Tenant of this Lease shall have no binding force or effect, shall not constitute an option for the leasing of the Premises, nor confer any right or impose any obligations upon either party until execution of this Lease by both parties.

(g) **Limitations on Interest**. It is expressly the intent of Landlord and Tenant at all times to comply with applicable law governing the maximum rate or amount of any interest payable on or in connection with this Lease. If applicable law is ever judicially interpreted so as to render usurious any interest called for under this Lease, or contracted for, charged, taken, reserved, or received with respect to this Lease, then it is Landlord's and Tenant's express intent that all excess amounts theretofore collected by Landlord be credited on the applicable obligation (or, if the obligation has been or would thereby be paid in full, refunded to Tenant), and the provisions of this Lease immediately shall be deemed reformed and the amounts thereafter collectible hereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder.

(h) **Choice of Law**. Construction and interpretation of this Lease shall be governed by the internal laws of the state in which the Premises are located, excluding any principles of conflicts of laws.

(i) **Time**. Time is of the essence as to the performance of Tenant's obligations under this Lease.

(j) **OFAC**. Tenant, and all beneficial owners of Tenant, are currently (i) in compliance with and shall at all times during the Term of this Lease remain in compliance with the regulations of the Office of Foreign Assets Control ("**OFAC**") of the U.S. Department of Treasury and any statute, executive order, or regulation relating thereto (collectively, the "**OFAC Rules**"), (ii) not listed on, and shall not during the Term of this Lease be listed on, the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, or the Sectoral Sanctions Identifications List, which are all maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any

authorizing statute, executive order, or regulation, and (iii) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

(k) **Incorporation by Reference**. All exhibits and addenda attached hereto are hereby incorporated into this Lease and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this Lease, such exhibits or addenda shall control.

(l) **No Accord and Satisfaction**. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of Base Rent or any Additional Rent will be other than on account of the earliest stipulated Base Rent and Additional Rent, nor will any endorsement or statement on any check or letter accompanying a check for payment of any Base Rent or Additional Rent be an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other remedy provided in this Lease.

(m) **Confidential Information**. Except as expressly permitted in this Section 43(m), neither party will, without the prior written consent of the other party, disclose any Confidential Information of the other party to any third party. Information will be considered "**Confidential Information**" of a party if either (i) it is disclosed by the party to the other party in tangible form and is conspicuously marked "Confidential", "Proprietary" or the like; or (ii) (A) it is disclosed by one party to the other party in non-tangible form and is identified as confidential at the time of disclosure; and (B) it contains the disclosing party's customer lists, customer information, technical information, pricing information, pricing methodologies, or information regarding the disclosing party's business planning or business operations; or (iii) it is disclosed to Tenant or its representatives, agents, or consultants in connection with the exercise of any audit right by Tenant under this Lease or the Work Letter, including, the audit right set forth in Section 5 of this Lease. In addition, notwithstanding anything in this Lease to the contrary, the terms of this Lease (but not its mere existence) will be deemed Confidential Information of each party. Tenant acknowledges and agrees that it will not take the position that this Lease is a material agreement for purposes of the Securities Exchange Act of 1934 or the Securities Act of 1933 or must be publicly filed with any governmental agency.

(i) **Confidential Information - Exceptions**. Other than the terms and conditions of this Lease, information will not be deemed Confidential Information hereunder if such information (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Lease by the receiving party; or (iv) is independently developed by the receiving party. The terms and conditions of this Lease will cease being confidential if, and only to the extent that, they become publicly known, except through a breach of this Lease by the receiving party.

(ii) **Confidentiality - Exceptions**. Each party will secure and protect the Confidential Information of the other party (including, without limitation, the terms of this Lease) in a manner consistent with the steps taken to protect its own trade secrets and confidential information, but not less than a reasonable degree of care. Each party may disclose the other party's Confidential Information where (i) the disclosure is required by applicable Legal Requirement or by an order of a court or other governmental body having jurisdiction after giving reasonable notice to the other party with adequate time for such other party to seek a protective order; (ii) if in the reasonable opinion of counsel for such party, disclosure is advisable under any applicable securities laws regarding public disclosure of business information; (iii) the disclosure is reasonably necessary and is to that party's or its affiliates' employees, officers, directors, members, attorneys, accountants, lenders, underwriters, prospective purchasers, analysts, tax preparers, bank personnel, brokers, consultants and other advisors, or the disclosure is otherwise necessary for a party to exercise its rights and perform its obligations under this

Lease, so long as in all cases the disclosure is no broader than necessary and the disclosing party instructs the receiving party to maintain the confidentiality of the Confidential Information, or (iv) the disclosure is reasonably necessary in the course of operations of the Project or business of Landlord and its affiliates, including, without limitation, capital formation.

(n) **Hazardous Activities**. Notwithstanding any other provision of this Lease, Landlord, for itself and its employees, agents and contractors, reserves the right to refuse to perform any repairs or services in any portion of the Premises that, pursuant to Tenant's routine safety guidelines, practices or custom or prudent industry practices, require any form of protective clothing or equipment other than safety glasses. In any such case, Tenant shall contract with parties who are acceptable to Landlord, in Landlord's reasonable discretion, for all such repairs and services, and Landlord shall, to the extent required, equitably adjust Tenant's Share of Operating Expenses in respect of such repairs or services to reflect that Landlord is not providing such repairs or services to Tenant.

(o) [***]

(p) **Attorneys' Fees**. If any action is brought by either party against the other party, relating to or arising out of this Lease or the enforcement hereof, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. For purposes of this Lease, the term "**attorneys' fees**" or "**attorneys' fees and costs**" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photostating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. Such expenses are recoverable at all levels, including appeals and post-judgment actions or proceedings. The provisions of this Section shall survive the entry of any judgment, and shall not merge, or be deemed to have merged, into any judgment.

[Signatures on next page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease under seal as of the day and year first above written.

TENANT:

KITE PHARMA, INC.,
a Delaware corporation

By: /s/ Tim Moore (SEAL)
NAME: Tim More
Title: EVP Technical Operations

TECH PARK 270 III, LLC,
a Maryland limited liability company

By: ARE-MM Tech Park 270 III, LLC,
a Delaware limited liability company,
managing member

By: ARE-930 Clopper Road, LLC
a Delaware limited liability company,
managing member

By: Alexandria Real Estate Equities, L.P.,
a Delaware limited partnership,
managing member

By: ARE-QRS CORP.,
a Maryland corporation,
general partner

By: /s/ Eric S. Johnson (SEAL)
NAME: Eric S. Johnson
Title: Senior Vice President
RE Legal Affairs

EXHIBIT A TO LEASE
DESCRIPTION OF PREMISES

[***]

EXHIBIT B TO LEASE
DESCRIPTION OF PROJECT

[**]

[**]

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[**]

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[**]

EXHIBIT C-1 TO LEASE
LANDLORD'S WORK

[***]

EXHIBIT C-2 TO LEASE
WORK LETTER

[***]

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   (b) [***]

   (c) [***]

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(c) [***]

(d) [***]

3. [***]

(a) [***]

(b) [***]

(c) [***]

(d) [***]

4. [***]

(a) [***]

(b) [***]

5. [***]

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(b) ["*"]

(c) ["*"]

(d) ["*"]

(e) ["*"]

(f) [***]

6. [***]

(a) [***]

(b) [***]

EXHIBIT D TO LEASE
ACKNOWLEDGMENT OF COMMENCEMENT DATE

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EXHIBIT E TO LEASE

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EXHIBIT F TO LEASE
TENANT'S PERSONAL PROPERTY

[***]

[***]

THE SYMBOL "[***]" DENOTES PLACES WHERE CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (i) NOT MATERIAL, AND (ii) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF PUBLICLY DISCLOSED

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT ("this Third Amendment") is made as of this 24 day of September, 2018 ("**Effective Date**"), between **TECH PARK 270 III, LLC**, a Maryland limited liability company, having an address at 385 E. Colorado Boulevard, Suite 299, Pasadena, California 91101 ("**Landlord**"), and **KITE PHARMA, INC.**, a Delaware corporation, having an address at Suite 200, 930 Clopper Road, Gaithersburg, Maryland 20878-1301 ("**Tenant**").

RECITALS

A. Landlord and Tenant have entered into that certain Lease Agreement ("**Original Lease**") dated as of December 1, 2017, as amended by that certain First Amendment to Lease Agreement dated January 29, 2018 ("**First Amendment**"), and that certain Second Amendment to Lease Agreement dated February 26, 2018 ("**Second Amendment**"; together with the Original Lease and the First Amendment, the "**Lease**"), wherein Landlord leased to Tenant approximately [***] rentable square feet ("**Existing Premises**") located at Suite 200, 930 Clopper Road, Gaithersburg, Maryland 20878-1301, as more particularly described in the Lease.

B. Landlord and Tenant desire to amend the Lease, among other things, to expand the Existing Premises by an additional 33,919 rentable square feet ("**Expansion Premises**") so that Tenant will lease the entire Building, to provide a tenant improvement allowance to Tenant, and to modify certain of Landlord and Tenant's maintenance and repair obligations.

AGREEMENT

Now, therefore, the parties hereto agree that, as of the Effective Date, the Lease is amended as follows:

1. **Definitions**. Terms used in this Third Amendment but not otherwise defined shall have the meanings set forth in the Lease.

2. **Expansion Premises**. Effective as of the Expansion Premises Commencement Date (as defined below), (a) the Existing Premises shall be expanded to include the Expansion Premises, and (b) **Exhibit A** to this Third Amendment, which depicts the Expansion Premises as the hatched area, is hereby added to **Exhibit A** to the Lease.

3. **Changes to Defined Terms**. Effective as of the Expansion Premises Commencement Date, the following amendments are hereby made to the definitions contained on page 1 of the Lease in the Basic Lease Provisions.

a. The defined term "**Premises**" shall be deleted in its entirety and replaced with the following:

"**Premises**": That portion of the Project, containing approximately 60,022 rentable square feet, as determined by Landlord, consisting of (a) approximately 26,103 rentable square feet of space shown as the hatched area on **Exhibit A** to this Lease ("**Existing Premises**"), and (b) approximately 33,919 rentable square feet of space shown on **Exhibit A** to this Lease and identified thereon as the "Expansion Premises" ("**Expansion Premises**"). Gaudreau, Inc., Landlord's architect, has measured the area of the Premises pursuant to the 1996 Standard Method of Measuring Floor Area in Office Buildings as adopted by the Building Owners and Managers Association (ANSI/BOMA Z65.1-1996) ("**BOMA Standards**"). Tenant acknowledges receipt of such measurement, and

Landlord and Tenant each confirm that such measurement shall be conclusive as to the area of the Premises.

b. The defined term "**Rentable Area of the Premises**" shall mean approximately 60,022 rentable square feet.

c. The defined term "**Tenant's Share of Operating Expenses**" shall mean 100%.

4. **Delivery of Expansion Premises**. On the Effective Date and as long as Tenant has delivered to Landlord the evidence of insurance required by the Lease with respect to the entire Premises, Tenant shall have full access to the Expansion Premises. The commencement date for the Expansion Premises shall be October 1, 2018 ("**Expansion Premises Commencement Date**").

a. Except as set forth in this Third Amendment, if applicable: (i) Tenant shall accept the Expansion Premises in their broom-clean "as is" condition as of the Expansion Premises Commencement Date, which condition shall be substantially similar in all material respects to the condition of the Expansion Premises as of the Effective Date, but Landlord shall be responsible for any costs to bring the Expansion Premises into compliance with applicable Legal Requirements as of the Expansion Premises Commencement Date as long as Tenant notifies Landlord in writing of such items that are not in compliance by no later than 6 months after the Expansion Premises Commencement Date (i.e., by no later than April 1, 2019); (ii) Landlord shall have no obligation for any defects in the Expansion Premises; and (iii) Tenant's taking possession of the Expansion Premises shall be conclusive evidence that Tenant accepts the Expansion Premises and that the Expansion Premises were in good condition at the time possession was taken.

b. Neither Landlord nor any of its agents has made any representation or warranty with respect to the condition of all or any portion of the Expansion Premises, and/or the suitability of the Expansion Premises for the conduct of Tenant's business, and Tenant waives any implied warranty that the Expansion Premises are suitable for the Permitted Use. Tenant shall use the Expansion Premises only for the Permitted Use under the Lease in compliance with the provisions of Section 7 of the Lease.

c. Except as set forth in this Third Amendment, Landlord shall have no obligation to perform any work at the Building in connection with Tenant's occupancy of the Expansion Premises or obtain any permits, approvals, or entitlements related to Tenant's specific use of the Expansion Premises or Tenant's business operations therein.

d. Notwithstanding the foregoing provisions of this Section 4, Tenant shall have a period of 6 months after the Expansion Premises Commencement Date (i.e., by no later than April 1, 2019) to reasonably identify in writing any (i) latent defects in the mechanical, electrical, and plumbing systems and the structural components serving the Expansion Premises, and (ii) HVAC system or component that is not in good working order. For purposes of this paragraph, "**latent defects**" means those material defects in such systems or components that could not have been identified or discovered through a reasonable inspection of such systems or components conducted by a qualified technician. Landlord will promptly repair such identified latent defects or HVAC system or component at Landlord's cost (and not as part of Operating Expenses), subject to Landlord's confirmation that such defects are, in fact, latent defects or that the HVAC system or component is not, in fact, in good working order.

e. Tenant acknowledges receipt of the Focused Tenant Exit Audit dated as of March 16, 2017 relating to the prior tenant's operations at the Expansion Premises. By no later than the Expansion Premises Commencement Date, Tenant shall have the right, at its expense, to engage a qualified environmental engineering firm to inspect the Expansion Premises before the Expansion Premises Commencement Date to determine whether, as of the date of such

inspection, the Premises is in violation of any applicable Environmental Requirements. If such report indicates any such violation, Tenant shall provide a copy to Landlord and Landlord shall, at its expense (and not as an Operating Expense), take such action as is necessary to correct such violation. Tenant shall provide such access to Landlord and its agents as may be necessary to allow Landlord to correct such violation.

f. Landlord shall be responsible for the compliance of the Expansion Premises with the ADA as of the Expansion Premises Commencement Date. Thereafter, Tenant shall be responsible for the compliance of the Expansion Premises with the ADA.

g. Tenant acknowledges receipt of the letter dated August 23, 2018 addressed to Tenant from Jeenerik Engineering, Inc. stating that the HVAC equipment serving the Expansion Premises is in good working order.

5. **Base Rent for Expansion Premises**. Tenant shall continue to pay Base Rent with respect to the Existing Premises at the rates set forth in the Lease. The Base Rent for the Expansion Premises shall be phased in as follows:

a. Commencing on the Expansion Premises Commencement Date through September 30, 2019, Base Rent for the Expansion Premises shall be payable at the rate of $40,249.58 per month (i.e., $29/rentable square foot ("**rsf**") per annum x 16,655 rsf).

b. Commencing on October 1, 2019 (i.e., the first anniversary of the Expansion Premises Commencement Date), Base Rent for the Expansion Premises shall be payable at the rate of $34,430.04 per month (i.e., $29.07/rsf per annum x 33,919 rsf). The Base Rent for this period reflects the first annual increase in the Base Rent for the Expansion Premises based on the Rent Adjustment Percentage as set forth in the Basic Lease Provisions. On each anniversary of the Expansion Premises Commencement Date occurring after October 1, 2019 (i.e., October 1, 2020 and each October 1 thereafter), the Base Rent for the Expansion Premises shall be increased by multiplying the Base Rent payable for the Expansion Premises immediately before such date by the Rent Adjustment Percentage (i.e., 3%) and adding the resulting amount to the Base Rent payable for the Expansion Premises immediately before such date. Base Rent for the Expansion Premises, as so adjusted, shall thereafter be due as provided in the Lease.

6. **Tenant's Share of Operating Expenses**. Tenant shall continue to pay Tenant's Share of Operating Expenses with respect to the Existing Premises as set forth in the Lease. Commencing on the Expansion Premises Commencement Date and during the balance of the Term, Tenant's Share of Operating Expenses for the Expansion Premises shall be 50.5% based on 33,919 rsf. As a result, commencing on the Expansion Premises Commencement Date and during the balance of the Term, Tenant's Share of Operating Expenses for the Premises shall be 100%.

7. **Electrical Submeter Installation**. By no later than the Expansion Premises Commencement Date, Landlord shall, at its sole cost, install separate electrical submeters in the Expansion Premises.

8. **Identification Signage**. Section 38(b) of the Lease provides that if and when Tenant leases more than 50% of the rentable square footage in the Building, Tenant shall have the exclusive right, at its sole cost and expense and in compliance with all applicable Legal Requirements, to install and affix to the Identification Signage to the façade of the Building facing Clopper Road. Pursuant to Section 38(b) of the Lease, from and after the Expansion Premises Commencement Date, Tenant shall have the right to install and affix the identification Signage as provided in Section 38(b) of the Lease.

9. **Expansion Premises TI Allowance**. Landlord shall provide to Tenant an additional tenant improvement allowance in an amount equal to **$30** per rentable square foot of the Expansion Premises (i.e., **$1,017,570**) ("**Expansion Premises TI Allowance**") to be used by Tenant as set forth in

this Section. Other than funding the Expansion Premises TI Allowance, Landlord shall have no other obligation whatsoever with respect to making any leasehold or other improvements to the Expansion Premises. Landlord's obligations with respect to the Expansion Premises TI Allowance shall cease upon disbursement in full of the Expansion Premises TI Allowance to or on behalf of Tenant. The Expansion Premises TI Allowance shall be used to reimburse Tenant only for the design, permits, and construction (including, without limitation, construction management and engineering fees) of modifications of or improvements to the Premises (including, without limitation, modifications of or improvements to the Tenant Improvements under the Original Lease) of a fixed and permanent nature desired by Tenant to the Premises ("Third **Amendment Improvements**"), but shall not be used to purchase any personal property or other non-Building Systems materials or equipment. Notwithstanding anything to the contrary, Landlord shall be solely responsible for, and the Expansion Premises TI Allowance shall not be reduced by, costs incurred to remove Hazardous Materials from the Expansion Premises that existed before the Expansion Premises Commencement Date or, except to the extent required as a result of the specialized nature of Tenant's Improvements, costs to bring the Expansion Premises into compliance with Legal Requirements.

a. **Third Amendment Improvements; Insurance.** Title to the Third Amendment Improvements shall remain in the sole name of Landlord and shall not be subject to any liens or encumbrances. Landlord's approval of the Third Amendment Improvements and Tenant's contractors and architect for the Third Amendment Improvements shall not be unreasonably withheld, delayed, or conditioned. Tenant shall have no right to the use or benefit (including any reduction to Base Rent) of any portion of the Expansion Premises TI Allowance not required for the Third Amendment Improvements (as approved by Landlord pursuant to this Section). Before the commencement of the Third Amendment Improvements, Tenant shall deliver to Landlord a copy of any contract with Tenant's contractors (including any architect), and certificates of insurance from any contractor performing any part of the Third Amendment Improvements evidencing industry standard commercial general liability, automotive liability, "builder's risk", and workers' compensation insurance. Tenant shall cause the general contractor, if any, to provide a certificate of insurance naming Landlord, Alexandria Real Estate Equities, Inc., and Landlord's lender (if any) as additional insureds for the general contractor's liability coverages required above.

b. **Reimbursement.** Upon submission by Tenant to Landlord of a draw request in Landlord's standard form, containing such certifications, lien waivers (including a conditional lien release for each progress payment and unconditional lien releases for the prior month's progress payments), inspection reports, and other matters as Landlord customarily obtains for the expenses incurred by Tenant with respect to the Third Amendment Improvements, Landlord shall promptly reimburse Tenant for such expenses from the Expansion Premises TI Allowance, but only to the extent of the Expansion Premises TI Allowance. Landlord shall make the Expansion Premises TI Allowance available to Tenant for any expenses incurred for the Third Amendment Improvements made for a period of [***] after the Expansion Premises Commencement Date, i.e., such period shall end on [***] subject to extension for Force Majeure Delays to a maximum of [***] in the aggregate. Tenant shall not make more than one such submission each month to Landlord.

10. **Amendment to Basic Lease Provisions (Tenant's Notice Address).** Tenant's Notice Address under the Lease is hereby changed to the following:

Tenant's Notice Address:

Kite Pharma, Inc.
930 Clopper Road
Gaithersburg, MD 20878-1301
Attention: Head of Facilities

and

Kite Pharma, Inc
2400 Broadway
Santa Monica, CA 90404
Attention: VP of Facilities

With a copy to:

Gilead Sciences, Inc.
333 Lakeside Drive
Foster City, CA 94404
Attention: General Counsel

11. **Amendment to Section 1 (Lease of Premises).** Effective as of the Expansion Premises Commencement Date, Tenant shall lease the entire Premises and, as a result, there shall be no Common Areas as of that date. Accordingly, Section 1 of the Lease is hereby amended by adding the following sentence at the end thereof: "Notwithstanding any contrary provision contained in this Lease, as of the Expansion Premises Commencement Date there shall be no Common Areas."

12. **Amendment to Section 7 (Use).** Effective as of the Expansion Premises Commencement Date, Section 7 of the Lease is hereby amended as follows: (i) delete the 7th sentence stating "Tenant shall cause any equipment or machinery to be installed in the Premises so as to reasonably prevent sounds or vibrations from the Premises from extending into Common Areas, or other space in the Project[.]", and (ii) delete the 8th sentence and replace it with the following new sentence stating "Tenant shall not place any machinery or equipment weighing 500 pounds or more in or upon the Premises."

13. **Amendment to Section 7(a) (Modifications to Common Areas).** Effective as of the Expansion Premises Commencement Date, Section 7(a) of the Lease is hereby amended as follows: (i) delete the first sentence in its entirety and replace it with the following: "Landlord shall be responsible for the compliance of the Building exterior and all areas of the Project outside of the Building with the ADA and other Legal Requirements as of the Commencement Date (and shall not include such costs in Operating Expenses)[.]"; and (ii) delete the phrase "Common Areas or the exterior of the Building" in the 2nd sentence and replace the same with "the Building exterior and all areas of the Project outside of the Building".

14. **Amendment to Section 10 (Parking).** Effective as of the Expansion Premises Commencement Date, Section 10 of the Lease shall be deleted and replaced with the following new Section 10:

> **10. Parking.** Subject to all Legal Requirements, Force Majeure, a Taking (as defined in Section 19 below) and the exercise by Landlord of its rights hereunder, Tenant shall have the exclusive right to park in those areas of the Project designated for parking, subject to Landlord's reasonable rules and regulations at no cost to Tenant. Landlord shall not be responsible for enforcing Tenant's parking rights against any third parties. As of the Commencement Date, the current parking ratio is 3.3 standard sized spaces per 1,000 leased rentable square feet.

15. **Amendment to Section 11(a) (General).** Effective as of the Expansion Premises Commencement Date, Section 11(a) of the Lease is hereby amended as follows: (i) delete the phrase "janitorial services to the Common Areas," and (ii) delete the penultimate sentence stating "Tenant agrees to limit use of water and sewer with respect to Common Areas to normal restroom use."

16. **Amendment to Section 11—New Section 11(d) (Generator).** Effective as of the Expansion Premises Commencement Date, Section 11 of the Lease is hereby amended by adding the

following new Section 11(d):

(d) **Generator**. An emergency electricity generator ("**Generator**") and fuel supply system ("**Fuel System**"; together with the Generator, the "**Generator Equipment**") serve the Building as of the Commencement Date. From and after the Expansion Premises Commencement Date, Tenant shall, at its sole cost and expense, properly maintain and repair the Generator Equipment. At the expiration or earlier termination of the Term, the Generator Equipment shall remain at the Project and Tenant shall return the Generator Equipment to Landlord in the condition it was in on the Expansion Premises Commencement Date, ordinary wear and tear excepted. Tenant shall pay all governmental fees, charges, and taxes and all hook-up and disconnection fees associated with Tenant's use of the Generator Equipment and Landlord shall have no liability therefor. All of the provisions of this Lease, including, without limitation, the insurance, maintenance, repair, and indemnification provisions set forth in this Lease shall apply and be applicable to Tenant's operation, maintenance, replacement, and removal of the Generator Equipment. Without limiting any other obligations of Tenant set forth in this Lease, Tenant shall, at its sole cost and expense, maintain and repair the Generator Equipment and keep it in good order and operating condition.

(i) **Insurance**. If the presence of the Generator Equipment is the sole cause of an increase in Landlord's property or liability insurance premiums for the Building, Landlord shall so inform Tenant in writing and Tenant shall pay to Landlord as Additional Rent within 10 days after demand therefor an amount equal to such increase.

(ii) **Compliance**. Tenant shall, at its sole cost and expense, comply with all Legal Requirements that may now or hereafter be applicable to the area in which the Generator Equipment is located or to the use, operation, repair, maintenance, and replacement of the Generator Equipment. The Legal Requirements include, but are not limited to, Legal Requirements (A) requiring that Tenant obtain the necessary permits and approvals for the use, operation, repair, maintenance, and replacement of the Generator Equipment, (B) prohibiting any form of pollution, (C) requiring the person discharging or permitting the discharging of Hazardous Materials or participating in the discharge or spilling of Hazardous Materials to report such discharge or spill to the proper Governmental Authorities, (D) requiring certain inspections, gauging, and recordkeeping. Tenant shall pay all costs, expenses, claims, fines, penalties, and damages that may in any manner arise out of or be imposed because of the failure of Tenant to comply with this Section. Tenant shall indemnify, defend, and hold harmless Landlord and its officers, members, directors, employees, managers, employees, agents, and contractors from all claims, injuries, damages, costs, expenses, losses, and liabilities (including, but not limited to, attorneys' fees) arising from Tenant's failure to comply with this Section. Each party shall promptly give notice to the other of any notice of violation received by each party.

17. **Amendment to Sections 13 (Landlord's Repairs) and 14 (Tenant's Repairs)**. Effective as of the Expansion Premises Commencement Date, Sections 13 and 14 of the Lease are hereby deleted in their entirety and replaced with the following new Sections 13 and 14:

13. Landlord's Repairs. Landlord, as an Operating Expense, shall maintain the following in good repair, reasonable wear and tear and uninsured losses and damages caused by Tenant, or by any of Tenant's agents, servants, employees, invitees

and contractors (collectively, "**Tenant Parties**") excluded: (a) all of the exterior structural portions of the Building, (b) roof, roof membrane, and roofing and covering materials (including performing roof surveys), (c) foundations, (d) exterior demising walls and Building façade, (e) all landscaping, sidewalks, and parking areas contained in or about the Project, including all areas covered by asphalt and concrete; (f) exterior lighting (including parking lot lighting), (g) exterior signage at the Project (excluding, however, the Identification Signage), (h) patio and patio furniture, and (i) elevators. Landlord, as an Operating Expense, shall perform snow removal, exterior washing of windows, and exterior window repair. Losses and damages caused by Tenant or any Tenant Party shall be repaired by Landlord, to the extent not covered by insurance, at Tenant's sole cost and expense, subject to the terms of Section 17 below regarding each party's waiver of subrogation. Landlord reserves the right to stop the elevators and Building Systems (as defined in Section 14) services when necessary (i) by reason of accident or emergency, or (ii) for planned repairs, alterations or improvements, which are, in the judgment of Landlord, desirable or necessary to be made, until said repairs, alterations or improvements shall have been completed. Landlord shall have no responsibility or liability for failure to supply elevator and Building Systems services during any such period of interruption; provided, however, that Landlord shall, except in case of emergency, make a commercially reasonable effort to give Tenant 48 hours advance notice of any planned stoppage of elevator and Building Systems services for routine maintenance, repairs, alterations or improvements. Tenant shall promptly give Landlord written notice of any repair required by Landlord pursuant to this Section, after which Landlord shall have a reasonable opportunity to effect such repair. Landlord shall not be liable for any failure to make any repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after Tenant's written notice of the need for such repairs or maintenance. Tenant waives its rights under any Legal Requirement to terminate this Lease or to make such repairs at Landlord's expense and agrees that the parties' respective rights with respect to such matters shall be solely as set forth herein. Repairs required as the result of fire, earthquake, flood, vandalism, war, or similar cause of damage or destruction shall be controlled by Section 18.

14. **Tenant's Repairs**. Except as expressly provided in Section 13 above or in this Section, Tenant, at its expense, shall repair, replace and maintain in good condition all portions and components of the interior of the Premises, including, without limitation, (i) entries, (ii) doors, (iii) ceilings (including structural portions of the floor/ceiling slabs), (iv) interior windows, (v) interior walls, (vi) the interior side of demising walls, (vii) HVAC, mechanical, electrical, life safety, plumbing, pipes and conduits, fire sprinklers, and all other building systems serving the Premises and other portions of the Project ("**Building Systems**"), (viii) shafts (including elevator shafts), (ix) columns and beams, (x) emergency electrical generator ("**Generator**") and related fuel supply system and infrastructure, and (xi) security cameras and related hardware installed by Landlord and used by Tenant (Tenant shall have the right to request Landlord to disconnect [but not remove] the Landlord-installed security cameras and related hardware serving the Building, which work Landlord shall promptly perform at its expense; if disconnected, such cameras and related hardware shall remain in place and maintained in such state by Tenant). Such repair and replacement may include capital expenditures and repairs whose benefit may extend beyond the Term; provided, however, that the cost to replace any HVAC system shall be allocated as set forth in Section 14(c) below. Should Tenant fail to make any such repair or replacement or fail to maintain the Premises, Landlord shall give Tenant notice of such failure. If Tenant fails to commence cure of such failure within 10 days of Landlord's notice, and thereafter diligently prosecute such cure to completion, Landlord may perform such work and shall be reimbursed the actual, reasonable cost thereof by Tenant within 10 days after demand therefor; provided, however, that if such failure by Tenant creates or could create an emergency, Landlord may immediately commence cure of such failure and shall thereafter be entitled to

recover the actual, reasonable costs of such cure from Tenant. Subject to Sections 17 and 18, Tenant shall bear the full uninsured cost of any repair or replacement to any part of the Project that results from damage caused by Tenant or any Tenant Party and any repair that benefits only the Premises.

(a) **Maintenance Contracts.** Tenant, at its expense, shall at all times during the Term maintain with qualified contractors maintenance and repair contracts ("**Maintenance Contracts**") for all Building Systems and the Generator. The Maintenance Contracts shall be in form and content reasonably satisfactory to Landlord. Landlord shall be a third party beneficiary of the Maintenance Contracts and, within 30 days after Landlord's request, Tenant shall deliver a copy of the Maintenance Contracts to Landlord.

(b) [***]

(c) [***]

(d) **Performance Audits.** Landlord shall have the ongoing right to inspect, perform maintenance audits (not to exceed twice per calendar year), and contract for an independent facility condition assessment (not to exceed once every 3 calendar years) to monitor Tenant's maintenance and repair obligations under this Lease, the reasonable costs of which may be included in Operating Expenses. Landlord shall have the right to review Tenant's certification records or maintenance records upon Landlord's written request (but not to exceed once per calendar year). All repairs made by Tenant shall be at least equal in quality to the original work, and shall be made only by a licensed, bonded (if required by Landlord in its sole discretion) contractor approved in advance by Landlord, which approval shall not be unreasonably withheld, delayed, or conditioned.

(e) **Lab Systems.** Tenant acknowledges that (i) the Expansion Premises contains an autoclave, glass washer, ice maker, RO water system, compressed air system, and vacuum system (collectively, "**Lab Systems**"), (ii) Tenant will not use the Lab Systems during the Term, and (iii) the Lab Systems shall remain in their current location within the Expansion Premises during the Term and shall not be removed from the Expansion Premises or

relocated within the Expansion Premises. By no later than the Expansion Premises Commencement Date, Landlord shall take such action as it deems necessary to secure the Lab Systems. From and after the Expansion Premises Commencement Date, Tenant shall have no obligation to maintain service contracts on the Lab Systems, but shall be responsible for repairing or replacing any Lab Systems damaged by Tenant or any Tenant Party. On the expiration or earlier termination of the Term, Tenant shall surrender the Lab Systems to Landlord in their then current condition, ordinary wear and tear and damage by Tenant or any Tenant Party excluded.

18. **Amendment to Sections 16(b) and 30(i) (Pre-Existing Environmental Conditions)**. Sections 16(b) and 30(i) of the Lease shall remain in full force and effect, but as to the Expansion Premises, Pre-Existing Environmental Conditions shall mean the presence of Hazardous Materials in, on, under, or about the Expansion Premises before the Expansion Premises Commencement Date.

19. **Amendment to Sections 21(c) and (d) (Default Remedies)**. Sections 21(c) and 21(d) of the Lease are each hereby amended by inserting "Upon a Default by Tenant hereunder," at the beginning of the first sentence thereof.

20. **Amendment to Section 21(e) (Suspension of Funding/Performance)**. Section 21(e) of the Lease is hereby amended by deleting that provision in its entirety and replacing it with the following new Section 21(e):

(e) **Suspension of Funding/Performance**. Upon a Default by Tenant hereunder and during the continuance thereof, Landlord shall have the right to suspend funding of any TI Allowance, the Expansion Premises TI Allowance, or the performance of Landlord's Work (and such suspension shall constitute a Tenant Delay [as defined in **Exhibit C-1** attached hereto]).

21. **Amendment to Section 27 (Subordination)**. The reference to the "Commencement Date" in the first sentence of Section 27 of the Lease shall be deemed a reference to the 'Commencement Date and the Expansion Premises Commencement Date'.

22. **Amendment to Section 39 (Right of First Offer)**. Effective as of the Expansion Premises Commencement Date, Section 39 of the Lease is hereby deleted in its entirety and replaced with the words "Reserved."

23. [***]

24. [***]

(c) [***]

["*"]

25. ["*"]

26. **Tenant's Property.** Notwithstanding anything to the contrary in the Lease, all alterations and improvements that may be installed or placed in or about the Premises, including, without limitation, the Tenant Improvements and the Third Amendment Improvements, to the extent paid for by Tenant, shall be Tenant's property during the Term of the Lease. As such, prior to the expiration or earlier termination of the Lease, Tenant shall be entitled to all depreciation, amortization, and other tax benefits with respect thereto. All such alterations and improvements shall be and become the property of Landlord upon the expiration or earlier termination of the Lease, except to the extent Tenant is required to remove the same pursuant to the terms of the Lease.

27. **No Liens.** Landlord hereby waives each and every lien for rent or right of distress, whether statutory, common law, contractual, or otherwise, with respect to Tenant's personal property in the Premises.

28. **Miscellaneous.**

a. This Third Amendment is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This Third Amendment may be amended only by an agreement in writing, signed by the parties hereto.

b. This Third Amendment is binding upon and shall inure to the benefit of the parties hereto, their respective agents, employees, representatives, officers, directors, divisions, subsidiaries, affiliates, assigns, heirs, successors in interest and shareholders.

c. This Third Amendment may be executed in 2 or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature process complying with the U.S. federal ESIGN Act of 2000), or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Electronic signatures shall be deemed original signatures for purposes of this Third Amendment and all matters related thereto, with such electronic signatures having the same legal effect as original signatures.

d. Tenant represents and warrants to Landlord that Tenant has not dealt with any broker, agent, or other person (collectively, "Broker") in connection with this Third Amendment and that no Broker brought about this transaction, other than CBRE, Inc. ("CBRE") and Scheer Partners, Inc. ("SPI"). CBRE, acting as Tenant's broker, shall be paid by Landlord pursuant to a separate agreement between Landlord and CBRE. SPI, acting as Landlord's broker, shall be paid by Landlord pursuant to a separate agreement between Landlord and SPI. Tenant hereby agrees to indemnify and hold Landlord harmless from and against any claims by any Broker (other than CBRE and SPI) claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this Third Amendment.

e. Except as amended and/or modified by this Third Amendment, the Lease is

hereby ratified and confirmed and all other terms of the Lease shall remain in full force and effect, unaltered and unchanged by this Third Amendment. In the event of any conflict between the provisions of this Third Amendment and the provisions of the Lease, the provisions of this Third Amendment shall prevail. Regardless of whether specifically amended by this Third Amendment, all of the terms and provisions of the Lease are hereby amended to the extent necessary to give effect to the purpose and intent of this Third Amendment.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment under seal as of the day and year first above written.

TENANT:

KITE PHARMA, INC.,
a Delaware corporation

By: _____ (SEAL)
Name: _____
Title: _____

GILEAD
Approved by Legal Department

LANDLORD:

TECH PARK 270 III, LLC,
a Maryland limited liability company

By: ARE-MM Tech Park 270 III, LLC,
a Delaware limited liability company,
managing member

By: ARE-930 Clopper Road, LLC,
a Delaware limited liability company,
managing member

By: Alexandria Real Estate Equities, L.P.,
a Delaware limited partnership,
managing member

By: ARE-ORS CORP.,
a Maryland corporation,
general partner

By: _____ (SEAL)
Name: _____
Title: Jennifer Banks
Co-Chief Operating Officer
& General Counsel

EXHIBIT A
EXPANSION PREMISES

Expansion Premises

[***]

EXHIBIT A--continued
EXPANSION PREMISES

Expansion
Premises

[***]

THE SYMBOL "[***]" DENOTES PLACES WHERE CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (i) NOT MATERIAL, AND (ii) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF PUBLICLY DISCLOSED

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT ("**this Fourth Amendment**") is made as of this 23 day of May, 2019 ("**Effective Date**"), between **TECH PARK 270 III, LLC**, a Maryland limited liability company, having an address at 386 E. Colorado Boulevard, Suite 299, Pasadena, California 91101 ("**Landlord**"), and **KITE PHARMA, INC.**, a Delaware corporation, having an address at Suite 200, 930 Clopper Road, Gaithersburg, Maryland 20878-1301 ("**Tenant**").

RECITALS

A. Landlord and Tenant have entered into that certain Lease Agreement ("**Original Lease**") dated as of December 1, 2017, as amended by that certain First Amendment to Lease Agreement dated January 29, 2018 ("**First Amendment**"), that certain Second Amendment to Lease Agreement dated February 26, 2018 ("**Second Amendment**"), and that certain Third Amendment to Lease Agreement dated September 24, 2018 ("**Third Amendment**"; together with the Original Lease, the First Amendment, and the Second Amendment, the "**Lease**"), wherein Landlord leased to Tenant approximately [***] rentable square feet ("**Premises**") located at Suite 200, 930 Clopper Road, Gaithersburg, Maryland 20878-1301, as more particularly described in the Lease.

B. Landlord and Tenant desire to amend the Lease, among other things, to modify the provisions governing the costs to replace certain HVAC systems serving the Premises and to allow for the removal from the Premises of certain Lab Systems.

AGREEMENT

Now, therefore, the parties hereto agree that, as of the Effective Date, the Lease is amended as follows:

1. **Amendments to Certain Provisions of Section 14 (Tenant's Repairs)**. Effective as of the Effective Date, Sections 14(b) (HVAC System Condition), 14(c) (HVAC System Replacement), and 14(e) (Lab Systems) of the Lease are hereby deleted in their entirety and replaced with the following new Sections 14(b) (HVAC System Condition), 14(c) (Replacement of Certain Existing HVAC/Water Equipment), 14(e) (Lab Systems), and a new Section 14(f) (Boiler):

(b) **HVAC System Condition**. Tenant confirms that (i) Landlord previously obtained and provided to Tenant a copy of a report prepared by Jennerik Engineering, Inc. dated August 23, 2018 and addressed to Tenant evaluating the condition of the base building HVAC system serving the Premises, and (ii) Landlord has, at its sole cost and expense, replaced the HVAC unit known as RTU-14 (Carrier Model 48GK-024040301; serial number 2501G1162) with a new HVAC unit ("**Replaced HVAC Unit**"). Subject to the provisions of Section 14(c) below, Tenant shall thereafter maintain, repair, and replace the Replaced HVAC Unit, the Existing HVAC/Water Equipment (as defined below), and the New HVAC/Water Equipment (as defined below) as provided in this Section 14.

(c) **Replacement of Certain Existing HVAC/Water Equipment**. Notwithstanding any contrary provision contained in Section 5 (Operating Expense Payment) or Section 13 (Landlord's Repairs) or this Section 14, the cost to replace certain of the existing HVAC units, exhaust fans, air handling units, boilers, and water pumps serving the Premises shall be governed by the provisions of this Section. For purposes of this Lease, "**Existing HVAC/Water Equipment**" means the following HVAC units, exhaust fans, air handling units, boilers, and water pumps serving the Premises:

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(iii) **Other HVAC Systems**. Landlord shall, as an Operating Expense, promptly replace when operationally required any HVAC system that is not a Replaced HVAC Unit, an item of the Existing HVAC/Water Equipment, or an item of the New HVAC/Water Equipment ("**Other HVAC Systems**") with a new HVAC system of comparable tonnage. The cost of the Other HVAC System shall be amortized over the useful life of the Other HVAC System.

* * * * * * * * * * *

(e) **Lab Systems**. Tenant acknowledges that (i) room 330 in the Expansion Premises contains 2 autoclaves, glass washer, ice maker, RO water system, compressed air system, and vacuum system (collectively, "**Lab Systems**"), (ii) Tenant will not use the Lab Systems during the Term, and (iii) the Lab Systems shall remain in their current location within the Expansion Premises during the Term and shall not be removed from the Expansion Premises or relocated within the Expansion Premises except as otherwise stated in this paragraph. By no later than the Expansion Premises Commencement Date, Landlord shall take such action as it deems necessary to secure the Lab Systems. From and after the Expansion Premises Commencement Date, Tenant shall have no obligation to maintain service contracts on the Lab Systems, but shall be responsible for repairing or replacing any Lab Systems damaged by Tenant or any Tenant Party. On the expiration or earlier termination of the Term, Tenant shall surrender the Lab Systems to Landlord in their then current condition, ordinary wear and tear and damage by Tenant or any Tenant Party excluded; provided, however, that (A) Tenant shall have the right, at Tenant's expense and upon not less than 120 days' advance notice to Landlord, to remove and dispose of all or some of the Lab Systems, which removal and disposal shall be performed in a good and workmanlike manner in accordance with applicable Legal Requirements, and (B) during such 120 day period, Landlord shall have the superior right to sell all or any of the Lab Systems and, in the event of any such sale, Landlord and its agents shall at Landlord's expense remove such Lab Systems (such removal shall be performed in a good and workmanlike manner in accordance with applicable Legal Requirements), and Landlord shall at its expense promptly repair any damage caused by or occasioned as a result of such removal, including capping off any connections behind the walls of the Premises and repairing any holes. If Tenant exercises its right to remove and dispose of all or any of the Lab Systems as described in this paragraph, Tenant shall at its expense promptly repair any damage caused by or occasioned as a result of such removal, including capping off any connections behind the walls of the Premises and repairing any holes.

(f) [***]

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2. **Amendment to Section 21(e) (Suspension of Funding/Performance).** Section 21(e) of the Lease is hereby amended by deleting that provision in its entirety and replacing it with the following new Section 21(e):

(e) **Suspension of Funding/Performance.** Upon a Default by Tenant hereunder and during the continuance thereof, Landlord shall have the right to suspend funding of any TI Allowance, the Expansion Premises TI Allowance, the HVAC Allowance, or the performance of Landlord's Work (and such suspension shall constitute a Tenant Delay [as defined in **Exhibit C-1** attached hereto]).

3. [***]
[***]
[***]

(c) [***]
[***]
[***]
[***]
[***]
[***]

4. **Miscellaneous.**

a. This Fourth Amendment is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This Fourth Amendment may be amended only by an agreement in writing, signed by the parties hereto.

b. This Fourth Amendment is binding upon and shall inure to the benefit of the parties

hereto, their respective agents, employees, representatives, officers, directors, divisions, subsidiaries, affiliates, assigns, heirs, successors in interest and shareholders.

c. This Fourth Amendment may be executed in 2 or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature process complying with the U.S. federal ESIGN Act of 2000), or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Electronic signatures shall be deemed original signatures for purposes of this Fourth Amendment and all matters related thereto, with such electronic signatures having the same legal effect as original signatures.

d. Tenant represents and warrants to Landlord that Tenant has not dealt with any broker, agent, or other person (collectively, "**Broker**") in connection with this Fourth Amendment and that no Broker brought about this transaction. Tenant hereby agrees to indemnify and hold Landlord harmless from and against any claims by any Broker claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this Fourth Amendment.

e. Except as amended and/or modified by this Fourth Amendment, the Lease is hereby ratified and confirmed and all other terms of the Lease shall remain in full force and effect, unaltered and unchanged by this Fourth Amendment. In the event of any conflict between the provisions of this Fourth Amendment and the provisions of the Lease, the provisions of this Fourth Amendment shall prevail. Regardless of whether specifically amended by this Fourth Amendment, all of the terms and provisions of the Lease are hereby amended to the extent necessary to give effect to the purpose and intent of this Fourth Amendment.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment under seal as of the day and year first above written.

TENANT:

KITE PHARMA, INC.,
a Delaware corporation

By: /s/ Tim Moore (SEAL)
Name: Tim Moore
Title: EVP Technical Operations

GILEAD
Approved by Legal Department
By: /s/ Illegible

LANDLORD:

TECH PARK 270 III, LLC,
a Maryland limited liability company

By: ARE-MM Tech Park 270 III, LLC,
a Delaware limited liability company,
managing member

By: ARE-930 Clopper Road, LLC,
a Delaware limited liability company,
managing member

By: Alexandria Real Estate Equities, L.P.,
a Delaware limited partnership,
managing member

By: ARE-QRS CORP.,
a Maryland corporation,
general partner

By: /s/ Jackie Clem (SEAL)
Name: Jackie Clem
Title: Senior Vice President
RE Legal Affairs

Signature:

Email: [***]

THE SYMBOL "[***]" DENOTES PLACES WHERE CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (i) NOT MATERIAL, AND (ii) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF PUBLICLY DISCLOSED

Non-exclusive License Agreement

by and between

Acuitas Therapeutics, Inc.

and

BioNTech RNA Pharmaceuticals GmbH

dated

April 7, 2020

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License Agreement

This License Agreement ("License Agreement"), dated as of April 7, 2020 (the "License Agreement Effective Date"), is made by and between Acuitas Therapeutics Inc., a British Columbia corporation ("Acuitas"), and BioNTech RNA Pharmaceuticals GmbH, a German corporation ("BioNTech"). Each of Acuitas and BioNTech may be referred to herein as a "Party" or together as the "Parties."

WHEREAS, Acuitas has proprietary LNP Technology (as defined below);

WHEREAS, BioNTech has expertise and intellectual property relating to mRNA Constructs (as defined below) as well as to formulation development including non-clinical testing and GMP manufacturing;

WHEREAS, Acuitas and BioNTech are parties to that certain Development and Option Agreement (dated July 10, 2017) (the "Development and Option Agreement") pursuant to which BioNTech has options to take licenses under the Acuitas LNP Technology (as defined below) with respect to BioNTech's mRNA Constructs; and

WHEREAS, pursuant to the terms of the Development and Option Agreement, BioNTech has exercised an option with respect to the Target (as defined below) and the Parties are now entering into a licensing arrangement whereby BioNTech will have a license under the Acuitas LNP Technology to develop and commercialize Licensed Products (as defined below) based on such Target.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the amount and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions.

The following terms and their correlatives will have the following meanings:

1.1 "Acuitas LNP Technology" means any and all LNP Technology Controlled by Acuitas or any of its Affiliates as of the License Agreement Effective Date or at any time during the Term, including Acuitas' right and interest in any Technology created, conceived or reduced to practice under the Development and Option Agreement and necessary or useful for the research, development, manufacturing and commercialization of Licensed Products. Unless otherwise set forth herein, Acuitas LNP Technology will exclude Jointly Owned Patents and Dual Improvement Patents.

1.2 "Acuitas Indemnitees" has the meaning set forth in Section 9.6(a).

1.3 "Affiliate" of a person or entity means any other entity which (directly or indirectly) is controlled by, controls or is under common control with such person or entity. For the purposes of this definition, the term "control" (including, with correlative meanings, the terms "controlled by" and "under common control with") as used with respect to an entity will mean (i) in the case of a corporate entity, direct or indirect ownership of voting securities entitled to cast at least fifty percent (50%) of the votes in the election of directors or (ii) in the case of a non-corporate entity, direct or indirect ownership of at least fifty percent (50%) of the equity interests with the voting power to direct the management and policies of such entity, provided that if local Law restricts foreign ownership, control will be established by direct or indirect ownership of the maximum ownership percentage that may, under such local Law, be owned by foreign interests.

1.4 [***]

1.5 "cGMP" means current Good Manufacturing Practices as specified in the U.S. C.F.R., ICH Guideline Q7A, or equivalent Laws of an applicable Regulatory Authority at the time of manufacture.

1.6 "Calendar Quarter" means the respective periods of three (3) consecutive calendar months ending on March 31, June 30, September 30 and December 31.

1.7 "Change of Control" with respect to Acuitas, shall be deemed to have occurred if during the Term (i) any person or entity is or becomes the "beneficial owner", directly or indirectly, of shares of capital stock or other interests (including partnership interests) of Acuitas then outstanding and normally entitled (without regard to the occurrence of any contingency) to vote in the election of the directors, managers or similar supervisory positions of Acuitas representing fifty percent (50%) or more of the total voting power of all outstanding classes of voting stock of Acuitas or has the power, directly or indirectly, to elect a majority of the members of the Acuitas' board of directors, or similar governing body; or (ii) Acuitas enters into a merger, consolidation or similar transaction with another person or entity; or (iii) Acuitas sells or transfers to any Third Party, in one (1) or more related transactions, properties or assets representing all or substantially all of Acuitas' consolidated total assets to which this Agreement relates; or (iv) the holders of capital stock of Acuitas approve a plan or proposal for the liquidation or dissolution of Acuitas."

1.8 "Combination Product" means a Licensed Product that is combined and sold together (but not, for avoidance of doubt, formulated together) with at least one additional active ingredient/product other than a Licensed Product. Drug delivery vehicles, adjuvants, and excipients shall not be deemed to be "active ingredients", except in the case where such delivery vehicle, adjuvant, or excipient is recognized as an active ingredient in accordance with 21 C.F.R. 210.3(b)(7) or equivalent Laws in other jurisdictions, provided however, [***]

1.9 "Competitive Product" shall mean a product that is, or can reasonably be, used for the same indication as a Licensed Product.

1.10 "Indication" shall mean an individual disease or clinical condition with respect to which at least one adequate and well controlled study is required to support inclusion of such disease or condition in the indication statement of an FDA approved package insert for a Licensed Product.

1.11 "Confidential Information" has the meaning set forth in Section 8.1.

1.12 "Control" or "Controlled" means, with respect to any Know-How or Patent, the possession (whether by ownership or license, other than by a license or sublicense granted pursuant to this License Agreement or the Development and Option Agreement) by Acuitas or its Affiliates of the ability to grant to BioNTech a license or access to such Know-How or Patent as provided herein to such item, without violating the terms of any agreement or other arrangement with any Third Party and without owing any milestone, royalty or other monetary obligations to a Third Party.

1.13 "Covered Product" means a Licensed Product covered by one or more Valid Claims of the Acuitas LNP Technology.

1.14 "Covers", with reference to (a) a Patent, means that the manufacture, development or commercialization of a Licensed Product would infringe a Valid Claim of such Patent in the country in which such activity occurs; and (b) Know-How, means that the manufacture, development or commercialization of a Licensed Product incorporates or embodies such Know-How.

1.15 "Development and Option Agreement" has the meaning set forth in the Preamble.

1.16 "Disclosing Party" has the meaning set forth in Section 8.1.

1.17 "Dual Improvement Patents" means the Patents listed in Appendix 1.17 hereto, as amended from time to time.

1.18 "Field of Use" means use of Licensed Product for human therapeutic and prophylactic applications.

1.19 "First Commercial Sale" means the first sale for use or consumption of any Licensed Product in a country after all required Regulatory Approvals for commercial sale of such Licensed Product have been obtained in such country.

1.20 "Fusion Protein" [***]

1.21 "Indemnification Claim Notice" has the meaning set forth in Section 9.6(c).

1.22 "Indemnified Party" has the meaning set forth in Section 9.6(c).

1.23 "Jointly Owned Patents" means the Patents listed in Appendix 1.23 hereto, as amended from time to time.

1.24 "Know-How" means all commercial, technical, scientific and other know-how and information, trade secrets, knowledge, technology, methods, processes, practices, formulae, instructions, skills, techniques, procedures, experiences, ideas, technical assistance, designs, drawings, assembly procedures, computer programs, specifications, data and results (including biological, chemical,

pharmacological, toxicological, pharmaceutical, physical and analytical, preclinical, clinical, safety, manufacturing and quality control data and know-how, including study designs and protocols), in all cases, provided it is confidential and proprietary, and regardless of whether patentable, in written, electronic or any other form.

1.25 "Law" or "Laws" means all laws, statutes, rules, regulations, orders, judgments, or ordinances having the effect of law of any federal, national, multinational, state, provincial, county, city or other political subdivision.

1.26 "License Agreement" has the meaning set forth in the Preamble.

1.27 "License Agreement Effective Date" has the meaning set forth in the Preamble.

1.28 "Licensed Product(s)" means [***] product(s) consisting of Lipid Nanoparticles (LNP) containing [***] mRNA Constructs [***] where such product is derived from, is based on, or utilizes any Acuitas LNP Technology. For the avoidance of doubt, the term "Licensed Product" in respect of the Target [***].

1.29 "LNP Technology" means Technology that claims, embodies or incorporates delivery systems (and components thereof) based on or incorporating lipid nanoparticles (LNP).

1.30 "LNP Technology Patent(s)" means Patents comprised in the Acuitas LNP Technology, including any future Patent which will become part of the Acuitas LNP Technology during the Term and further including Acuitas' rights in the Jointly Owned Patents, unless otherwise set forth herein.

1.31 "Losses" has the meaning set forth in Section 9.6(a).

1.32 "Major Market Countries" means Canada, United States, Japan, France, Germany, Spain, Italy, or United Kingdom.

1.33 "mRNA Construct" [***]

1.34 "mRNA Technology" means Technology that claims, embodies or incorporates expression systems (and components thereof), based on or incorporating mRNA.

1.35 "Milestones" means the milestones payable pursuant to Section 4.

1.36 "Milestone Event" has the meaning set forth in Section 4.1.

1.37 "Milestone Payment" has the meaning set forth in Section 4.1.

1.38 "Net Sales" means, with respect to any Licensed Product, [***]

(a) [***]

(b) [***]

(c) [***]

(d) [***]

(e) [***]

(f) [***]

(g) [***]

[***]
[***]

[***]

[***]

1.39 "Patent(s)" means an (i) issued patent, a patent application, and a future patent issued from any such patent application, (ii) a future patent issued from a patent application filed in any country worldwide which claims priority from a patent or patent application of (i), and (iii) any additions, divisions, continuations, continuations-in-part, invention certificates, substitutions, reissues, reexaminations, extensions, registrations, utility models, supplementary protection certificates and renewals based on any patent or patent application under (i) or (ii), but not including any rights that give rise to regulatory

exclusivity periods (other than supplementary protection certificates, which will be treated as "Patents" hereunder).

1.40 "Patent Costs" means the reasonable, documented, out-of-pocket costs and expenses paid to outside legal counsel, and filing and maintenance expenses, actually and reasonably incurred by a Party in prosecuting and maintaining Patents and enforcing and defending them.

1.41 "Phase 1 Study" means a human clinical trial of a Licensed Product in any country, the primary purpose of which is the determination of safety and which may include the determination of pharmacokinetic and/or pharmacodynamic profiles in healthy individuals or a diseased patient population. A Phase 1 Study in a diseased patient population may include, in addition to primary determination of safety, dose exploration and a determination of preliminary efficacy of a product in the target patient population. For clarity, a particular human clinical trial of a Licensed Product will not be considered both a Phase 1 Study and a Phase 2 Study for the purposes of Milestone payments under Section 4.1.

1.42 "Phase 2 Study" means a human clinical trial of a Licensed Product in any country, and which is: (a) a human clinical trial (other than a Phase 1 Study) in which the primary purpose is dose exploration, dose response, duration of effect, kinetics or preliminary efficacy and safety of a product in the target patient population; or (b) a controlled dose-ranging clinical trial to evaluate further the efficacy and safety of such product in the target patient population and to define the optimal dosing regimen.

1.43 "Phase 3 Study" means a human clinical trial of a Licensed Product in any country, and which is: (a) a controlled study of a product in the target patient population of the efficacy and safety of such product which is prospectively designed to demonstrate statistically whether such product is effective and safe for use in a particular indication in a manner sufficient to obtain Regulatory Approval to market such product.

1.44 "Pre-Existing Restrictions" means, with respect to a Target, that (a) [***] ("Pre-Existing Third Party Restrictions"), or (b) [***] ("Pre-Existing Internal Restrictions").

1.45 "Receiving Party" has the meaning set forth in Section 8.1.

1.46 "Regulatory Approval" means, with respect to a country or extra-national territory, any and all approvals (including BLAs and MAAs), licenses, registrations or authorizations of any Regulatory Authority necessary in order to commercially distribute, sell or market a product in such country or some or all of such extra-national territory, including any pricing or reimbursement approvals.

1.47 "Regulatory Authority" means any national (e.g., the FDA), supra-national (e.g., the EMA), regional, state or local regulatory agency, department, bureau, commission, council or other governmental authority, in any jurisdiction in the world, involved in the granting of Regulatory Approval.

1.48 "[***] Target" means the [***]

1.49 "Royalty Term" has the meaning set forth in Section 4.2(d).

1.50 "BioNTech Indemnitees" has the meaning set forth in Section 9.6(b).

1.51 "Solely Owned IP" has the meaning set forth in Article 5.

1.52 "Sublicensee" means any Third Party that is granted a sublicense as permitted by Section 2.2, either directly by BioNTech or its Affiliates or indirectly by any other Sublicensee hereunder.

1.53 "Target" means the proteins described in Appendix 1.53 and includes: (a) [***] naturally occurring human protein [***].

1.54 "Technology" means collectively Patents and Know-How.

1.55 "Term" has the meaning set forth in Section 10.1.

1.56 "Territory" means worldwide.

1.57 "Third Party" means any person or entity other than BioNTech, Acuitas and their respective Affiliates.

1.58 "Third Party Claims" has the meaning set forth in Section 9.6(a).

1.59 "Vaccine" means any product primarily intended (i) to elicit an adaptive immune response in the recipient against a specific disease-causing organism or malignancy as the result of presentation of antigen(s) associated with the disease-causing organism or malignancy; or (ii) to provide passive immune protection against a specific disease-causing organism.

1.60 "Vaccine Target" means Covid-19 Target as described in Appendix 1.53.

1.61 "Valid Claim" means, with respect to a particular country, any claim of (i) an issued and unexpired Patent; or (ii) a pending Patent claim, [***]

2. License Grants; Technology Transfer.

2.1 Licenses by Acuitas. Subject to the terms and conditions of this License Agreement, Acuitas hereby grants to BioNTech and its Affiliates (i) a non-exclusive, non-transferrable license, with the right to sublicense only as permitted by Section 2.3(b), under the Acuitas LNP Technology, to develop, have developed, make, have made, use and have used, sell, offer for sale, have sold and import and have imported Licensed Products in the Field of Use in the Territory and (ii) an exclusive, non-transferrable license, with the right to sublicense only as permitted by Section 2.3(b), under the Jointly Owned Program Patents, and any Dual Improvement Patents owned by Acuitas, to develop, have developed, make, have made, use and have used, sell, offer for sale, have sold and import and have imported Licensed Products within the scope of allowed and/or issued claims within any Major Market Country (whether or not expired) within the BioNTech mRNA Technology in the Field of Use in the Territory. [***]

2.2 Option to Convert Non-exclusive License. BioNTech will have a limited option to convert the non-exclusive license granted pursuant to Section 2.1 to an exclusive license. BioNTech will notify Acuitas and the Escrow Agent in writing of its desire to exercise the exclusive license option ("Conversion Option Notice") and pay to Acuitas an escrow fee of [***] dollars (U.S.$ [***]). The Escrow Agent - on behalf of Acuitas - will review the Conversion Option Notice provided by BioNTech hereunder to determine whether or not any such proposed Target is on the Restricted Target List as of the date of such Option Conversion Notice. If the Target is subject to Pre-existing Restrictions, the Escrow Agent will notify BioNTech that the license set forth in Section 2.1 may not be converted to an exclusive license. If the Target is not subject to Pre-existing Restrictions, the Escrow Agent will notify BioNTech that the license set forth in Section 2.1 may be converted to an exclusive license upon BioNTech's delivery of a signed Exclusive License Agreement in the form attached hereto as Exhibit 2.2 and payment of a conversion fee equal to (the difference between the nonexclusive and exclusive option fee under the Development and Option Agreement ([***] dollars (U.S.$ [***])) plus (the difference between any milestone fees paid under the nonexclusive license prior to the Conversion Option Notice and the milestone fees for such events under an exclusive license).

2.3 Sublicensing Rights.

(a) Transfer. The license granted in Section 2.1 [and option set forth in Section 2.2] is transferable only upon a permitted assignment of this License Agreement in accordance with Section 11.11.

(b) BioNTech Sublicenses. The licenses granted in Section 2.1 may be sublicensed (with the right to sublicense through multiple tiers), in full or in part, by BioNTech, its Affiliates or Sublicensees to Third Parties provided, that for any sublicense to Third Parties:

(i) Each sublicense will be in writing and on terms consistent with and subject to the terms of this License Agreement,

(ii) BioNTech will provide Acuitas with a copy of any sublicense agreement with a Sublicensee within [***] days of execution thereof, which sublicense agreement may be redacted as

necessary to protect commercially sensitive information and shall be treated as BioNTech Confidential Information hereunder;

(iii) BioNTech will be responsible for any and all obligations of such Sublicensee as if such Sublicensee were BioNTech hereunder; and

(iv) Any sublicense granted by BioNTech to any rights licensed to it hereunder shall terminate immediately upon the termination of the license from Acuitas to BioNTech and its Affiliates with respect to such rights, provided that such sublicensed rights shall not terminate if, as of the effective date of such termination pursuant to Sections 10.2, 10.3(a) or 10.4, a Sublicensee is not in material default of its obligations under its sublicense agreement, and within [***] days of such termination and a written notice by Acuitas and disclosure of this License Agreement to the Sublicensee, the Sublicensee agrees in writing to be bound directly to Acuitas under a license agreement substantially similar to this License Agreement with respect to the rights sublicensed hereunder, substituting such Sublicensee for BioNTech.

(c) Subcontractors. For clarity purposes, BioNTech is entitled to engage contract research organizations and contract manufacturing organizations for the development and manufacture of Licensed Products on behalf of BioNTech. To the extent such contract organizations require a license to perform such subcontracted activities under applicable Laws, BioNTech is entitled to grant a limited license without an obligation to meet the conditions of Section 2.2 (b)(ii) and (iv).

2.4 Technology Transfer. After the License Agreement Effective Date Acuitas will conduct a single full transfer of Acuitas LNP Technology to BioNTech and/or its designee(s) (which designee(s) may be an Affiliate or a Third Party cGMP manufacturer) as required for the applicable transferee of the then-current process. The technology transfer activities, the rights and obligations of the Parties, the reimbursement of Acuitas for the technology transfer activities, and the rights and licenses to any Technology generated in the course of the technology transfer will be as set forth in the Technology Transfer Agreement becoming effective on the License Agreement Effective Date and included in Appendix 2.4.

2.5 Updates to Appendix 1.1. Acuitas shall notify BioNTech at least once every [***] months of Patents that are added to the Acuitas LNP Technology following the License Agreement Effective Date or any Patents that have been abandoned or discontinued in accordance with the terms of this License Agreement. Appendix 1.1 shall be automatically updated to include any such added or deleted Patents.

2.6 Documents and Declarations. Acuitas shall execute all documents, give all declarations regarding the licenses granted hereunder and reasonably cooperate with BioNTech to the extent such documents, declarations and/or cooperation are required for the recording or registration of the licenses granted hereunder at the various patent offices in the Territory for the benefit of BioNTech, its Affiliates or their Sublicensees.

3. License Limitations. No licenses or other rights are granted by Acuitas hereunder to use any trademark, trade name, trade dress or service mark owned or otherwise Controlled by Acuitas or any of its Affiliates. All licenses and other rights are or shall be granted only as expressly provided in this License Agreement, and no other licenses or other rights is or shall be created or granted by either Party hereunder by implication, estoppel or otherwise.

4. Payments and Royalties.

4.1 Milestone Payments. BioNTech will make milestone payments (each, a "Milestone Payment") to Acuitas upon the first occurrence of each of the milestone events (each, a "Milestone Event") by a Licensed Product as set forth below in this Section 4.1. BioNTech will notify Acuitas of the

achievement of each Milestone Event within [***] business days of such achievement. Each Milestone Payment will be payable to Acuitas by BioNTech within [***] days of the achievement of the specified Milestone Event and such payments when owed or paid will be non-refundable and non-creditable. If one or more of the Milestone Events set forth below are not achieved or not required for any reason, the payment for such skipped Milestone Event will be due at the same time as the payment for the next achieved Milestone Event.

Milestone Event	Milestone Payment For Covered Products
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

[***]

4.2 Royalties.

(a) Royalty. Subject to the remainder of this Section 4.2, on a country-by-country basis and a Licensed Product-by-Licensed Product basis,

(i) [***] BioNTech will pay to Acuitas a royalty of [***]% Net Sales.

[***]

(b) Third Party Royalty Payments. If BioNTech or its Affiliate or Sublicensee, in its reasonable judgment, considers it necessary or useful to obtain a license from any Third Party that Covers a Licensed Product in order to develop, manufacture or commercialize such Licensed Product the amount of BioNTech's royalty obligations under Sections 4.1(a) will be reduced by [***] percent ([***]%) of the amount of the royalty payments made to such Third Party ("Third Party Royalty Payments"), provided, however, [***] For avoidance of doubt, Third Party Royalty Payments will include payments by BioNTech in connection with Acuitas sublicenses under Section 2.2.

(c) [***]

(d) Term. The royalty term ("Royalty Term") shall expire on a country-by-country

and Licensed Product-by-Licensed Product basis, on the last to occur of (i) expiration of the last to expire Valid Claim in the Acuitas LNP Technology that, but for the license described herein from Acuitas to BioNTech for the applicable Licensed Product, is infringed by the making, using or sale of such Licensed Product, (ii) expiration of any period of data exclusivity, market exclusivity or supplemental protection certificates covering the Licensed Product in such country; and (iii) [***] years after First Commercial Sale of Licensed Product in such country, provided [***]. For the avoidance of doubt, upon exhaustion of the obligation to pay Royalties to Acuitas as set forth above the continued use of Acuitas Know-How comprised in the LNP Technology for the development, manufacture and/or sale of the Licensed Product shall not, in and of itself, obligate BioNTech to pay further royalties to Acuitas. Thereafter, BioNTech's license under Section 2.1 will become irrevocable, fully paid-up and royalty-free on a country-by-country and Licensed Product-by-Licensed Product basis.

(e) [***]

4.3 Payment Terms.

(a) Manner of Payment. All payments to be made by BioNTech hereunder will be made in U.S. dollars by wire transfer to such bank account as Acuitas may designate.

(b) Records and Audits. BioNTech shall keep, and shall cause each of its Affiliates and Sublicensees, as applicable, to keep adequate books and records of accounting for the purpose of calculating all royalties payable to Acuitas hereunder. For the [***] years next following the end of the calendar year to which each shall pertain, such books and records of accounting (including those of BioNTech's Affiliates) shall be kept at each of their principal places of business and shall be open for inspection at reasonable times and upon reasonable notice by an independent certified accountant selected by Acuitas, and which is reasonably acceptable to BioNTech, for the sole purpose of inspecting the royalties due to Acuitas under this License Agreement. In no event shall such inspections be conducted hereunder more frequently than once every [***] months. Such accountant must have executed and delivered to BioNTech and its Affiliates, a confidentiality agreement as reasonably requested by BioNTech, which shall include provisions limiting such accountant's disclosure to Acuitas to only the results and basis for such results of such inspection. The results of such inspection, if any, shall be binding on both Parties. Any underpayments shall be paid by BioNTech within [***] days of notification of the results of such inspection. Any overpayments shall be fully creditable against amounts payable in subsequent payment periods. Acuitas shall pay for such inspections, except that in the event there is any upward adjustment in aggregate royalties payable for any calendar year shown by such inspection of more than [***] percent ([***]%) of the amount paid, BioNTech shall reimburse Acuitas for any reasonable out-of-pocket costs of such accountant.

(c) Reports and Royalty Payments. For as long as royalties are due under Section 4.2, BioNTech shall furnish to Acuitas a written report for each Calendar Quarter, showing the amount of Net Sales of Licensed Products and royalty due for such Calendar Quarter. Reports shall be provided within [***] ([***]) days of the end of the Calendar Quarter for Net Sales generated by BioNTech and its Affiliates, and within [***] ([***]) days of the end of the Calendar Quarter for Net Sales generated by Sublicensees. Royalty payments for each Calendar Quarter shall be due at the same time as the last such written report for the Calendar Quarter. The report shall include, at a minimum, the following information for the applicable Calendar Quarter, each listed by Licensed Product and by country of sale: (i) [***] (ii) [***] (iii) [***] (iv) [***] and (v) [***]. All such reports shall be treated as Confidential Information of BioNTech. [***].

(d) Currency Exchange. With respect to Net Sales invoiced in U.S. dollars, the Net Sales and the amounts due to Acuitas hereunder will be expressed in U.S. dollars. With respect to Net Sales invoiced in a currency other than U.S. dollars, payments will be calculated based on standard methodologies employed by BioNTech or its Affiliates or Sublicensees for consolidation purposes for the Calendar Quarter for which remittance is made for royalties.

(e) Withholding Taxes. BioNTech may withhold from payments due to Acuitas amounts for payment of any withholding tax that is required by Law to be paid to any taxing authority with respect to such payments. BioNTech will provide Acuitas all relevant documents and correspondence, and will also provide to Acuitas any other cooperation or assistance on a reasonable basis as may be necessary to enable Acuitas to claim exemption from such withholding taxes and to receive a refund of such withholding tax or claim a foreign tax credit. BioNTech will give proper evidence from time to time as to the payment of any such tax. The Parties will cooperate with each other in seeking deductions under any double taxation or other similar treaty or agreement from time to time in force. Such cooperation may include BioNTech making payments from a single source in the U.S., where possible. Apart from any such permitted withholding and those deductions expressly included in the definition of Net Sales, the amounts payable by BioNTech to Acuitas hereunder will not be reduced on account of any taxes, charges, duties or other levies.\

(f) Taxes on Income. Except as otherwise set forth in this Section 4.3, each Party shall be solely responsible for the payment of all taxes imposed on such Party's income arising directly or indirectly from the activities of the Parties under this Agreement.

(g) Blocked Payments. In the event that, by reason of applicable law in any country, it becomes impossible or illegal for BioNTech or its Affiliates or Sublicensees to transfer, or have transferred on its behalf, payments owed to Acuitas hereunder, BioNTech will promptly notify Acuitas of the conditions preventing such transfer and such payments will be deposited in local currency in the relevant country to the credit of Acuitas in a recognized banking institution designated by Acuitas or, if none is designated by Acuitas within a period of [***] days, in a recognized banking institution selected by BioNTech or its Affiliate or Sublicensee, as the case may be, and identified in a written notice given to Acuitas.

(h) Interest Due. If any payment due to Acuitas under this License Agreement is overdue (and is not subject to a good faith dispute), then BioNTech will pay interest thereon (before and after any judgment) at an annual rate of the lesser of [***] percent ([***]%) above the prime rate as reported in The Wall Street Journal, Eastern Edition, and [***], such interest to run from the date upon which payment of such sum became due until payment thereof in full together with such interest.

(i) Mutual Convenience of the Parties. The royalty and other payment obligations set forth hereunder have been agreed to by the Parties for the purpose of reflecting and advancing their mutual convenience, including the ease of calculating and paying royalties and other amounts to Acuitas.

5. Ownership and Inventorship of IP. As between the Parties, each Party will own and retain all right, title and interest in and to any and all Know-How and Patents arising therefrom that are discovered, created, conceived, developed or reduced to practice solely by or on behalf of such Party under or in connection with this License Agreement ("Solely Owned IP"). Subject to the licenses hereunder and the other terms and conditions of this License Agreement or any other agreement between the Parties, each Party will be solely responsible for the prosecution and maintenance, and the enforcement and defense, of any Patents within its Solely Owned IP.

6. Patent Prosecution and Maintenance.

6.1 Generally. As between the Parties and subject to Section 6.2 below, Acuitas (or its Third Party licensor, if any) will have the sole right, at its sole costs, to prosecute and maintain Acuitas LNP Technology Patents. Upon filing, Acuitas will provide BioNTech with copies of all applications for all such LNP Technology Patents, and will keep BioNTech timely updated about patent applications intended for grant. If BioNTech deems it necessary to file a divisional application before grant of the patent but Acuitas elects not to file such a divisional application, BioNTech will have the right to request the filing on its own costs under the provisions of Section 6.2(a). The Parties will enter into a joint patent prosecution and maintenance agreement with respect to prosecution and maintenance any and all Jointly Owned Patents and the Parties will share equally all costs in connection with such efforts.

6.2 Election Not to Prosecute or Maintain or Pay Patent Costs.

(a) By Acuitas. If Acuitas elects not (i) to file, prosecute or maintain any LNP Technology Patents (including filing a divisional application for any LNP Technology Patents) for which it is responsible under Section 6.1 in any particular country before the applicable filing deadline or continue such activities once filed in a particular country, or (ii) to pay the Patent Costs associated with prosecution or maintenance of any such LNP Technology Patents then in each such case Acuitas will so notify BioNTech, promptly in writing and in good time to enable Acuitas to meet any deadlines by which an action must be taken to preserve such LNP Technology Patent in such country, if BioNTech so requests. Upon receipt of each such notice by Acuitas, BioNTech will have the right, but not the obligation, to notify Acuitas in writing on a timely basis that Acuitas should continue the prosecution and/or maintenance and/or file divisional application of such LNP Technology Patent in the respective country, and thereafter, Acuitas would prosecute and maintain such LNP Technology Patent in such country at the sole direction of BioNTech, Acuitas would make available to BioNTech all documentation and correspondence with respect to such Acuitas LNP Technology Patent, and BioNTech would compensate the reasonable Patent Costs incurred by Acuitas in connection with such efforts, i.e., Patent Costs which Acuitas would not have had incurred if it had elected not to file, prosecute or maintain the respective Acuitas LNP Technology Patent. BioNTech's license to such Acuitas LNP Technology Patent hereunder under Section 2.1 will be, irrevocable and royalty free, and such Acuitas LNP Technology Patent will thereafter no longer be part of the Acuitas LNP Technology in such country for purposes of this License Agreement. BioNTech is entitled to discontinue the payment of Patent Costs for any LNP Technology Patents at any time, provided that it will so notify Acuitas in writing in time for such discontinuance.

(b) By BioNTech. If BioNTech elects not (i) to file, prosecute or maintain any Jointly Owned Patents for which it is responsible under Section 6.1 in any particular country before the applicable filing deadline or continue such activities once filed in a particular country, or (ii) to pay the Patent Costs associated with prosecution or maintenance of any Jointly Owned Patents then in each such case BioNTech will so notify Acuitas, promptly in writing and in good time to enable BioNTech to meet any deadlines by which an action must be taken to preserve such Jointly Owned Patent in such country at Acuitas' expense, if Acuitas so requests. Upon receipt of each such notice by BioNTech, Acuitas will have the right, but not the obligation, to notify BioNTech in writing on a timely basis that BioNTech should transfer the prosecution or maintenance of such Jointly Owned Patent to Acuitas and at Acuitas' sole expense and such LNP Technology Patent will thereafter no longer be part of the Acuitas LNP Technology in such country for purposes of this License Agreement. Acuitas is entitled to discontinue the payment of Patent Costs for any Jointly Owned Patents at any time, provided that it will so notify BioNTech in writing in time for such discontinuance.

6.3 Regulatory Exclusivity Periods. With respect to any Patent listings required for any regulatory exclusivity periods for Licensed Products the Parties will discuss and seek to reach mutual agreement, subject to Applicable Law, on which Acuitas LNP Technology Patents to list. Except where required under Applicable Law, without the written consent of BioNTech, Acuitas will not apply for, and

is not authorized under this Agreement to apply for, any Patent listings required for any regulatory exclusivity periods for any Licensed Product. For the avoidance of doubt, Acuitas is not restricted from applying for any Patent listings required for any regulatory exclusivity periods for any product but the Licensed Products.

6.4 Cooperation. Each Party will reasonably cooperate with the other Party in those activities involving the Acuitas LNP Technology Patents set forth in Sections 6.1 to 6.3. Such cooperation includes promptly executing all documents, or requiring inventors, subcontractors, employees and consultants and agents of BioNTech and Acuitas and their respective Affiliates and Sublicensees to execute all documents, as reasonable and appropriate so as to enable such activities in respect of any such Acuitas LNP Technology Patents in any country.

7. Patent Enforcement and Defense.

7.1 Notice. To the extent not in breach of an obligation of confidentiality, each Party will promptly notify, in writing, the other Party upon learning of any actual or suspected infringement of any Acuitas LNP Technology Patents by a Third Party, or of any claim of invalidity, unenforceability, or non-infringement of any Acuitas LNP Technology Patents, and will, along with such notice, supply the other Party with any evidence in its possession pertaining thereto.

7.2 Enforcement and Defense.

(a) Enforcement. As between the Parties, Acuitas (or its Third Party licensor, or licensee if any) will have the first right, but not the obligation, to seek to abate any infringement of the Acuitas LNP Technology Patents by a Third Party, or to file suit against any such Third Party for such infringement provided that (i) Acuitas shall bear all the expense of such suit or abatement of infringement, and (ii) BioNTech shall have the first right but not the obligation to take action or bring suit against such Third party infringer with respect to: (A) Jointly Owned Patents; and/or (B) any other LNP Technology Patents that, on the date of first notice of such infringement, are necessary or useful for the research, development, manufacturing and commercialization of Licensed Product but not necessary or useful for the research, development, manufacturing and commercialization of any LNP-comprising product that is exclusively licensed or optioned to a Third Party or is under late stage development by Acuitas; provided that BioNTech shall bear all the expense of such suit or abatement of infringement. If the Party first responsible for such enforcement elects not to take action or to bring suit to prosecute such infringement or to continue such action or suit, it shall notify the other Party of such election within [***] days after become aware of or receipt of the notice of the infringement or after the election to stop any such action or suit. If after the expiration of the [***] days period (or, if earlier, the date upon which the responsible Party provides written notice that it does not plan to bring such action) the responsible Party has neither obtained a discontinuance of infringement nor filed suit against any such Third Party infringer of such Patent, then (i) in the case of an election by Acuitas (or its Third Party licensor, or licensee if any) not to prosecute an infringement of an LNP Technology Patent, BioNTech shall have the right, but not the obligation, to take action or bring suit against such Third Party infringer of such Patents, provided the infringement is with respect to a product related to the Target(s) being the subject of this License Agreement, and further provided that BioNTech shall bear all the expenses of such suit and (ii) in the case of a BioNTech election not to prosecute an infringement of a Jointly Owned Patents or LNP Technology Patent, Acuitas shall have the right, but not the obligation, to take action or bring suit against such Third Party infringer of such Patents, provided that Acuitas shall bear all the expenses of such suit.

(b) Defense. As between the Parties, Acuitas (or is Third Party licensor or licensee, if any) will have the first right, but not the obligation, at its sole costs, to defend against a declaratory judgment action or other action challenging any Acuitas LNP Technology Patents, other than: (i) Jointly Owned

Patents; and (ii) any other LNP Technology Patents that, on the date of first notice of such action, are not necessary or useful for the research, development, manufacturing and commercialization of any LNP-comprising product that is exclusively licensed or optioned to a Third Party or is under Late Stage Development by Acuitas, and as between the Parties, BioNTech will have the first right, but not the obligation, at its sole costs, to defend against a declaratory judgment action or other action challenging Jointly Owned Patents and/or such other LNP Technology Patents. If the Party first responsible for such defense does not take steps to defend within a commercially reasonably time, or elects not to continue any such defense (in which case it will promptly provide notice thereof to the other Party), then (i) in the case of an election by Acuitas (or its Third Party licensor, or licensee if any) not to defend an LNP Technology Patent, BioNTech shall have the right, but not the obligation, to take defend any LNP Technology Patents that cover Licensed Product and no other product licensed or optioned by Acuitas to a Third Party or commercialized by Acuitas provided that BioNTech shall bear all the expenses of such suit and (ii) in the case of a BioNTech election not to defend the Jointly Owned Patents, Acuitas shall have the right, but not the obligation, to take action or bring suit to defend such Patents, provided that Acuitas shall bear all the expenses of such suit.

(c) Notwithstanding the foregoing, any response to a Third Party infringer's counterclaim of invalicity or unenforceability of any Acuitas LNP Technology Patents shall be controlled by the Party who controls the relevant enforcement proceeding pursuant to Section 7.2 (a) unless otherwise mutually agreed by the Parties.

(d) Withdrawal, Cooperation and Participation. With respect to any infringement or defensive action identified above in this Section 7.2 which may be controlled by either BioNTech or Acuitas:

(i) If the controlling Party ceases to pursue or withdraws from such action, it will promptly notify the other Party (in good time to enable the other Party to meet any deadlines by which any action must be taken to preserve any rights in such infringement or defensive action) and such other Party may substitute itself for the withdrawing Party, shall be granted the right and standing to sue in the other Party's name, and proceed under the terms and conditions of this Section 7.2.

(ii) The non-controlling Party will cooperate with the Party controlling any such action (as may be reasonably requested by the controlling Party), including (A) providing access to relevant documents and other evidence, (B) making its and its Affiliates and licensees and Sublicensees and all of their respective employees, subcontractors, consultants and agents available at reasonable business hours and for reasonable periods of time, but only to the extent relevant to such action, and (C) if necessary, by being joined as a party, subject for this clause (C) to the controlling Party agreeing to indemnify such non-controlling Party for its involvement as a named party in such action and paying those Patent Costs incurred by such Party in connection with such joinder. The Party controlling any such action will keep the other Party updated with respect to any such action, including providing copies of all documents received or filed in connection with any such action.

(iii) Each Party will have the right to participate or otherwise be involved in any such action controlled by the other Party, in each case at the participating (i.e., non-controlling) Party's sole cost and expense. If a Party elects to so participate or be involved, the controlling Party will provide the participating Party and its counsel with an opportunity to consult with the controlling Party and its counsel regarding the prosecution of such action (including reviewing the contents of any correspondence, legal papers or other documents related thereto), and the controlling Party will

take into account reasonable requests of the participating Party regarding such enforcement or defense.

(e) Settlement. Neither Party will settle or consent to an adverse judgment in any action described in this Section 7.2 and controlled by such Party, including any judgment which affects the scope, validity or enforcement of any Acuitas LNP Technology Patents involved therewith, without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).

(f) Damages. Unless otherwise agreed by the Parties, all monies recovered upon the final judgment or settlement of any action which may be controlled by either BioNTech or Acuitas and described in Section 7.2(a) or 7.2(b) in each case will be used first to reimburse the controlling Party, and thereafter the non-controlling Party, for each of their out-of-pocket costs and expenses relating to the action, with the balance of any such recovery to be divided as follows:

(i) To the extent such recovery reflects lost profits damages, BioNTech will retain such lost profits recovery, less the amount of royalties payable to Acuitas by treating such lost profits recovery as "Net Sales" hereunder; and

(ii) To the extent such recovery reflects reasonable royalty damages, [***] percent ([***]%) to the Party controlling the action and [***] percent ([***]%) to the other Party.

8. Confidentiality.

8.1 Confidential Information. Each Party ("Disclosing Party") may disclose to the other Party ("Receiving Party"), and Receiving Party may acquire during the course and conduct of activities under this License Agreement, certain proprietary or confidential information of Disclosing Party in connection with this License Agreement. The term "Confidential Information" means all information of any kind, whether in written, oral, graphical, machine-readable or other form, whether or not marked as confidential or proprietary, that are disclosed or made available by or on behalf of the Disclosing Party to the Receiving Party in connection with this License Agreement.

8.2 Restrictions. During the Term and for [***] years thereafter, Receiving Party will keep all Disclosing Party's Confidential Information in confidence with the same degree of care with which Receiving Party holds its own confidential information, but in no event less than reasonable care. Receiving Party will not use Disclosing Party's Confidential Information except for in connection with the performance of its obligations and exercise of its rights under this License Agreement. Receiving Party has the right to disclose Disclosing Party's Confidential Information without Disclosing Party's prior written consent to Receiving Party's Affiliates, and each of their employees, subcontractors, consultants and agents who have a need to know such Confidential Information in order to perform their obligations and exercise their rights under this License Agreement and who are under written obligation to comply with the restrictions on use and disclosure that are no less restrictive than those set forth in this Section 8.2. Receiving Party assumes responsibility for such entities and persons maintaining Disclosing Party's Confidential Information in confidence and using same only for the purposes described herein.

8.3 Exceptions. Receiving Party's obligation of nondisclosure and the limitations upon the right to use the Disclosing Party's Confidential Information will not apply to a specific portion of the Disclosing Party's Confidential Information to the extent that Receiving Party can demonstrate that such portion: (i) was known to Receiving Party or any of its Affiliates prior to the time of disclosure by the Disclosing Party without obligation of confidentiality; (ii) is or becomes public knowledge through no fault or omission of Receiving Party or any of its Affiliates; (iii) is obtained on a non-confidential basis by

Receiving Party or any of its Affiliates from a Third Party who to Receiving Party's knowledge is lawfully in possession thereof and under no obligation of confidentiality to Disclosing Party; or (iv) has been independently developed by or on behalf of Receiving Party or any of its Affiliates without the aid, application or use of Disclosing Party's Confidential Information.

8.4 Permitted Disclosures. Receiving Party may disclose Disclosing Party's Confidential Information to the extent (and only to the extent) such disclosure is reasonably necessary in the following instances:

(a) in order and to the extent required to comply with applicable Law (including any securities Law or regulation or the rules of a securities exchange) or with a legal, regulatory or administrative proceeding;

(b) in connection with prosecuting or defending litigation, and filing, prosecuting and enforcing LNP Technology Patents in connection with Receiving Party's rights and obligations pursuant to this License Agreement; and

(c) to acquirers or permitted assignees; investment bankers, investors and lenders, including potential acquirers, assignees, investment bankers, and lenders;

(d) in the case of BioNTech, to (i) subcontractors; or (ii) potential licensees or collaboration partners, but in case (ii) only such information that is reasonably necessary or useful for the potential licensee or partner to evaluate the applicable Licensed Product, and LNP/Licensed Product manufacturing processes, but excluding the particular chemical structure and formulation of any LNPs (which excluded information may be disclosed to such potential licensee or partner upon Acuitas' prior written consent);

provided that (1) where reasonably possible, Receiving Party will notify Disclosing Party of Receiving Party's intent to make any disclosure pursuant to subsections (a) and (b) sufficiently prior to making such disclosure so as to allow Disclosing Party adequate time to take whatever action it may deem appropriate to protect the confidentiality of the information to be disclosed, and (2) with respect to subsections (c) and (d), each of those entities are required to comply with the restrictions on use and disclosure in Section 8.2 (other than investment bankers, investors and lenders, which must be bound prior to disclosure by commercially reasonable obligations of confidentiality).

8.5 Return of Confidential Information. Upon expiry or earlier termination of this License Agreement, upon written request of a Party (such request, if made, to be made within [***] months of such expiry or termination) the other Party will destroy or return (as shall be specified in such request) to the requesting Party all copies of the Confidential Information of the requesting Party; provided that the Party may retain: (i) one copy of such Confidential Information for record-keeping purposes, for the sole purpose of ensuring compliance with this Agreement; (ii) any copies of such Confidential Information as is required to be retained under applicable Law; (iii) any copies of such Confidential Information as is necessary or useful for such Party to exercise a right or fulfill an obligation under another License Agreement, if any, or as set forth in this License Agreement; and (iv) any copies of any computer records and files containing Confidential Information that have been created by such Party's routine archiving/backup procedures.

8.6 Publications. Notwithstanding anything in this License Agreement to the contrary, BioNTech is permitted to publish the results of its development under this License Agreement, provided, however, that it will not disclose Acuitas Confidential Information in any publication by BioNTech of the

results of any Licensed Product development by BioNTech without Acuitas' prior written consent, which will not be unreasonably withheld, conditioned or delayed.

8.7 Terms of this License Agreement; Publicity. The Parties agree that the existence and terms of the Parties' relationship and this License Agreement will be treated as Confidential Information of both Parties, and thus may be disclosed only as permitted by Section 8.4. Except as required by Law, each Party agrees not to issue any press release or public statement disclosing information relating to the existence of this License Agreement or the transactions contemplated hereby or the terms hereof without the prior written consent of the other Party.

9. Warranties; Limitations of Liability; Indemnification.

9.1 Representations and Warranties. Each Party represents and warrants to the other as of the License Agreement Effective Date that:

(a) it is a corporation duly organized, validly existing, and in good standing under the Laws of the jurisdiction in which it is incorporated;

(b) it has the legal right and power to enter into this License Agreement, to extend the rights and licenses granted or to be granted to the other in this License Agreement, and to fully perform its obligations hereunder;

(c) it has taken all necessary corporate action on its part required to authorize the execution and delivery of this License Agreement and the performance of its obligations hereunder and

(d) this License Agreement has been duly executed and delivered on behalf of such Party, and constitutes a legal, valid, and binding obligation of such Party that is enforceable against it in accordance with its terms.

9.2 Additional Representations of Acuitas. Except as set forth on Appendix 9.2, Acuitas hereby represents and warrants to BioNTech as of the License Agreement Effective Date as follows:

(a) Impairment. Neither Acuitas nor any of its Affiliates has entered into any agreement or otherwise licensed, granted, assigned, transferred, conveyed or otherwise encumbered or disposed of any right, title or interest in or to any of its assets, including any intellectual property rights including Know-How, that would in any way conflict with or impair the scope of any rights or licenses granted to BioNTech hereunder, including under any of the agreements which Acuitas has identified to BioNTech prior to the License Agreement Effective Date.

(b) Patents. Appendix 1.1 sets forth a complete and accurate list of all LNP Technology Patents. Acuitas Controls, and will Control during the Term, the LNP Technology Patents listed on Appendix 1.1 and the Know-How within the Acuitas LNP Technology, and is entitled to grant the licenses specified herein. To Acuitas' knowledge, the LNP Technology Patents have been procured or are being procured from the respective patent offices in accordance with applicable Law. None of the LNP Technology Patents is or has been involved in any opposition, cancellation, interference, reissue or reexamination proceeding, and to Acuitas' knowledge as of the License Agreement Effective Date, no Acuitas LNP Technology is the subject of any judicial, administrative or arbitral order, award, decree, injunction, lawsuit, proceeding or stipulation. Neither Acuitas nor any of its Affiliates has received any notice alleging that the LNP Technology Patents are invalid or unenforceable, or challenging Acuitas' ownership of or right to use any such rights before the Effective Date.

(c) Entire LNP Technology. The Acuitas LNP Technology licensed to BioNTech under this License Agreement comprises all Technology Controlled by Acuitas which is required to develop, manufacture and commercialize the Licensed Products.

(d) Encumbrances. Acuitas and its Affiliates are not subject to any payment obligations to Third Parties as a result of the execution or performance of this License Agreement. Until the License Agreement Effective Date, neither Acuitas nor any of its Affiliates has granted any license or security interests on the Acuitas LNP Technology, and the Acuitas LNP Technology as licensed hereby is free and clear of any mortgage, pledge, claim, security interest, covenant, easement, encumbrance, lien or charge of any kind.

(e) Defaults. The execution, delivery and performance by Acuitas of this License Agreement and the consummation of the transactions contemplated hereby will not result in any violation of, conflict with, result in a breach of or constitute a default under any understanding, contract or agreement to which Acuitas is a party or by which it is bound, including each of the agreements which Acuitas has identified to BioNTech prior to the License Agreement Effective Date, in each case as would reasonably be expected to have a material adverse effect on the rights granted to BioNTech hereunder.

(f) Litigation. There is no action, suit, proceeding or investigation pending or, to the knowledge of Acuitas, currently threatened in writing against or affecting Acuitas that questions the validity of this License Agreement or the right of Acuitas to enter into this License Agreement or consummate the transactions contemplated hereby or that relates to the Acuitas LNP Technology.

(g) Infringement. Neither Acuitas nor any of its Affiliates has received any notice of any claim, nor does Acuitas or its Affiliates have any knowledge of any basis for any claim, that any Patent, Know-How or other intellectual property owned or controlled by a Third Party would be infringed or misappropriated by the practice of any Acuitas LNP Technology in connection with the production, use, research, development, manufacture or commercialization of any Licensed Product.

(h) Third Party Infringement. To Acuitas' knowledge, no Third Party is infringing or has infringed any Patent within the Acuitas LNP Technology or is misappropriating or has misappropriated any Know-how within the Acuitas LNP Technology.

9.3 Disclaimers. Without limiting the respective rights and obligations of the Parties expressly set forth herein, each Party specifically disclaims any guarantee that any Licensed Product will be successful, in whole or in part. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS LICENSE AGREEMENT, THE PARTIES MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTY OF ANY KIND UNDER THIS LICENSE AGREEMENT, EITHER EXPRESS OR IMPLIED.

9.4 No Consequential Damages. NOTWITHSTANDING ANYTHING IN THIS LICENSE AGREEMENT OR OTHERWISE, NEITHER PARTY WILL BE LIABLE TO THE OTHER OR ANY THIRD PARTY WITH RESPECT TO ANY SUBJECT MATTER OF THIS LICENSE AGREEMENT FOR ANY INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES; PROVIDED THAT THIS SECTION 9.4 WILL NOT APPLY TO BREACHES OF A PARTY'S OBLIGATIONS OR UNDER ARTICLE NINE OR THE PARTIES' INDEMNIFICATION RIGHTS AND OBLIGATIONS UNDER SECTION 9.6.

9.5 Performance by Others. The Parties recognize that each Party may perform some or all of its obligations under this License Agreement through Affiliates and permitted subcontractors provided, however, that each Party will remain responsible and liable for the performance by its Affiliates and

permitted subcontractors and will cause its Affiliates and permitted subcontractors to comply with the provisions of this License Agreement in connection therewith.

9.6 Indemnification.

(a) Indemnification by BioNTech. BioNTech will indemnify Acuitas, its Affiliates and their respective directors, officers, employees, Third Party licensors and agents, and their respective successors, heirs and assigns (collectively, "Acuitas Indemnitees"), and defend and hold each of them harmless, from and against any and all losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) (collectively, "Losses") in connection with any and all suits, investigations, claims or demands of Third Parties (collectively, "Third Party Claims") against the Acuitas Indemnitees to the extent arising from or occurring as a result of: (i) the breach by BioNTech of any provision of this License Agreement; (ii) any negligence or willful misconduct on the part of any BioNTech Indemnitee; or (iii) the development or commercialization by or on behalf of BioNTech or any of its Affiliates or Sublicensees of Licensed Product other than if related to an LNP component thereof, except in each case (i)-(iii) to the extent arising from or occurring as a result of the negligence or willful misconduct on the part of an Acuitas Indemnitee or Acuitas' breach of this License Agreement.

(b) Indemnification by Acuitas. Acuitas will indemnify BioNTech, its Affiliates and their respective directors, officers, employees and agents, and their respective successors, heirs and assigns (collectively, "BioNTech Indemnitees"), and defend and hold each of them harmless, from and against any and all Losses in connection with any and all Third Party Claims against BioNTech Indemnitees to the extent arising from or occurring as a result of: (i) the breach by Acuitas of any provision of this License Agreement; or (ii) any negligence or willful misconduct on the part of any Acuitas Indemnitee, or (iii) [***].

(c) Notice of Claim. All indemnification claims provided for in Sections 9.6(a) and 9.6(b) will be made solely by such Party to this License Agreement (the "Indemnified Party"). The Indemnified Party will promptly notify the indemnifying Party (an "Indemnification Claim Notice") of any Losses or the discovery of any fact upon which the Indemnified Party intends to base a request for indemnification under Section 9.6(a) and 9.6(b), but in no event will the indemnifying Party be liable for any Losses that result from any delay in providing such notice. Each Indemnification Claim Notice must contain a description of the claim and the nature and estimated amount of such Loss (to the extent that the nature and amount of such Loss is known at such time). The Indemnified Party will furnish promptly to the indemnifying Party copies of all papers and official documents received in respect of any Losses and Third Party Claims.

(d) Defense, Settlement, Cooperation and Expenses.

(i) Control of Defense. At its option, the indemnifying Party may assume the defense of any Third Party Claim by giving written notice to the Indemnified Party within [***] days after the indemnifying Party's receipt of an Indemnification Claim Notice. The assumption of the defense of a Third Party Claim by the indemnifying Party will not be construed as an acknowledgment that the indemnifying Party is liable to indemnify the Indemnified Party in respect of the Third Party Claim, nor will it constitute a waiver by the indemnifying Party of any defenses it may assert against the Indemnified Party's claim for indemnification. Upon assuming the defense of a Third Party Claim, the indemnifying Party may appoint as lead counsel in the defense of the

Third Party Claim any legal counsel selected by the indemnifying Party (the indemnifying Party will consult with the Indemnified Party with respect to such counsel and a possible conflict of interest of such counsel retained by the indemnifying Party). In the event the indemnifying Party assumes the defense of a Third Party Claim, the Indemnified Party will immediately deliver to the indemnifying Party all original notices and documents (including court papers) received by the Indemnified Party in connection with the Third Party Claim. In the event that it is ultimately determined that the indemnifying Party is not obligated to indemnify, defend or hold harmless the Indemnified Party from and against the Third Party Claim, the Indemnified Party will reimburse the indemnifying Party for any and all costs and expenses (including reasonable attorneys' fees and costs of suit) and any Third Party Claims incurred by the indemnifying Party in its defense of the Third Party Claim.

(ii) Right to Participate in Defense. Without limiting Section 9.6(d)(i), any Indemnified Party will be entitled to participate in, but not control, the defense of such Third Party Claim and to employ counsel of its choice for such purpose; provided, however, that such employment will be at the Indemnified Party's own cost and expense unless (i) the indemnifying Party has failed to assume the defense and employ counsel in accordance with Section 9.6(d)(i) (in which case the Indemnified Party will control the defense) or (ii) the interests of the Indemnified Party and the indemnifying Party with respect to such Third Party Claim are sufficiently adverse to prohibit the representation by the same counsel of both Parties under applicable Law, ethical rules or equitable principles, in which case the indemnifying Party will assume one hundred percent (100%) of any such costs and expenses of counsel for the Indemnified Party.

(iii) Settlement. With respect to any Third Party Claims that relate solely to the payment of money damages in connection with a Third Party Claim and that will not result in the Indemnified Party's becoming subject to injunctive or other relief or otherwise adversely affecting the business of the Indemnified Party in any manner, and as to which the indemnifying Party will have acknowledged in writing the obligation to indemnify the Indemnified Party hereunder, the indemnifying Party will have the sole right to agree to the entry of any judgment, enter into any settlement or otherwise dispose of such Loss, on such terms as the indemnifying Party, in its sole discretion, will deem appropriate. With respect to all other Losses in connection with Third Party Claims, where the indemnifying Party has assumed the defense of the Third Party Claim in accordance with Section 9.6(d)(i), the indemnifying Party will have authority to agree to the entry of any judgment, enter into any settlement or otherwise dispose of such Loss provided it obtains the prior written consent of the Indemnified Party (such consent not to be unreasonably withheld, delayed or conditioned). The indemnifying Party will not be liable for any settlement or other disposition of a Loss by an Indemnified Party that is reached without the prior written consent of the indemnifying Party. Regardless of whether the indemnifying Party chooses to defend or prosecute any Third Party Claim, no Indemnified Party will admit any liability with respect to or settle, compromise or discharge, any Third Party Claim without the prior written consent of the indemnifying Party, such consent not to be unreasonably withheld, delayed or conditioned.

(iv) Cooperation. Regardless of whether the indemnifying Party chooses to defend or prosecute any Third Party Claim, the Indemnified Party will, and will cause each other indemnified party to, cooperate in the defense or prosecution thereof and will furnish such records, information and testimony, provide such witnesses and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested in connection therewith, at the indemnifying Party's expense. Such cooperation will include access during normal business hours afforded to the indemnifying Party to, and reasonable retention by the Indemnified Party of, records and information that are reasonably relevant to such Third Party Claim, and making indemnified parties and other employees and agents available on a mutually convenient basis to provide

additional information and explanation of any material provided hereunder, and the indemnifying Party will reimburse the Indemnified Party for all its reasonable out-of-pocket costs and expenses in connection therewith.

(v) Costs and Expenses. Except as provided above in this Section 9.6(d), the costs and expenses, including attorneys' fees and expenses, incurred by the Indemnified Party in connection with any claim will be reimbursed on a Calendar Quarter basis by the indemnifying Party, without prejudice to the indemnifying Party's right to contest the Indemnified Party's right to indemnification and subject to refund in the event the indemnifying Party is ultimately held not to be obligated to indemnify the Indemnified Party.

9.7 Insurance. Each Party will maintain at its sole cost and expense, an adequate liability insurance or self-insurance program (including product liability insurance) to protect against potential liabilities and risk arising out of activities to be performed under this License Agreement, and any agreement related hereto and upon such terms (including coverages, deductible limits and self-insured retentions) as are customary in the respective industry of such Party for the activities to be conducted by such Party under this License Agreement. Subject to the preceding sentence, such liability insurance or self-insurance program will insure against all types of liability, including personal injury, physical injury or property damage arising out of the manufacture, sale, use, distribution or marketing of Licensed Product. The coverage limits set forth herein will not create any limitation on a Party's liability to the other under this License Agreement.

10. Term and Termination.

10.1 Term. This License Agreement will commence as of the License Agreement Effective Date and, unless sooner terminated in accordance with the terms hereof or by mutual written consent, will continue on a Licensed Product-by-Licensed Product and a country-by-country basis, until there are no more payments owed to Acuitas in such country (the longest such period of time hereunder, the "Term"). Upon there being no more such payments hereunder in such country, the license contained in Section 2.1 will become fully paid up and will remain in effect with respect to such Licensed Product in such country.

10.2 Termination by Acuitas.

(a) Breach. Acuitas will have the right to terminate this License Agreement in full upon delivery of written notice to BioNTech in the event of any material breach by BioNTech of any terms and conditions of this License Agreement, provided that such breach has not been cured within [***] days after written notice thereof is given by Acuitas to BioNTech specifying the nature of the alleged breach.

(b) Disputed Breach. If BioNTech disputes in good faith the existence or materiality of a breach specified in a notice provided in accordance with Section 10.2(a), and BioNTech provides Acuitas notice of such dispute within such [***]-day period, then Acuitas shall not have the right to terminate this License Agreement under Section 10.2(a) unless and until it is finally determined, in accordance with Section 11.1, that BioNTech has materially breached this License Agreement and that BioNTech fails to cure such breach within [***] days following such decision. It is understood and agreed that during the pendency of such dispute, all of the terms and conditions of this License Agreement shall remain in effect and the Parties shall continue to perform all of their respective obligations hereunder. During the pendency of any such dispute, BioNTech shall pay to Acuitas all Acuitas Milestone payments and royalty payments set forth herein.

10.3 Termination by BioNTech

(a) Breach. BioNTech will have the right to terminate this License Agreement in full upon delivery of written notice to Acuitas in the event of any material breach by Acuitas of any terms and conditions of this License Agreement, provided that such breach has not been cured within [***] days after written notice thereof is given by BioNTech to Acuitas specifying the nature of the alleged breach.

(b) Discretionary Termination. BioNTech will have the right (i) to terminate this License Agreement in full at its discretion for any reason by delivering written notice to Acuitas, such termination to be effective [***] days following the date of such notice.

(c) Alternative to Termination Under Section 10.3(a). If BioNTech has the right to terminate this License Agreement under Section 10.3(a) as a result of a material breach by Acuitas (including following expiration of all applicable cure periods thereunder) that fundamentally impairs the value of BioNTech's rights hereunder with respect to the Licensed Target, then BioNTech may, in lieu of exercising such termination right, elect by written notice to Acuitas before the end of such applicable cure period to have this License Agreement continue in full force and effect for the Term, provided that the following will apply: [***].

10.4 Termination Upon Bankruptcy. All rights and licenses granted under or pursuant to this License Agreement by Acuitas are, and will otherwise be deemed to be, for purposes of Section 65.11(7) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3 and Section 32(6) of the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36 (the "Insolvency Legislation"), a grant of "right to use intellectual property" as used in the Insolvency Legislation. The Parties agree that BioNTech and its Affiliates and Sublicensees, as licensees of such rights under this License Agreement, will retain and may fully exercise all of their rights and elections under the Insolvency Legislation subject to the payment of amounts provided for herein. Without limiting BioNTech's rights under the Insolvency Legislation, if Acuitas becomes insolvent or makes an assignment for the benefit of its creditors or there is filed by or against the Acuitas any bankruptcy, receivership, reorganization or similar proceeding (an "Insolvency Event") pursuant to or under the Insolvency Legislation or otherwise, BioNTech shall be entitled to a copy of any and all such intellectual property and all embodiments of such intellectual property, and the same, if not in the possession of Acuitas, shall be promptly delivered to it (i) before this License Agreement is rejected by or on behalf of Acuitas, within [***] days after BioNTech's written request, unless Acuitas, or its trustee or receiver, elects within [***] days to continue to perform all of its obligations under this License Agreement, or (ii) after any rejection of this License Agreement by or on behalf of Acuitas, if not previously delivered as provided under clause (i) above. All rights of the Parties under this Section 10.4(b) and under Section 65.11(7) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3 and Section 32(6) of the Companies' Creditors Arrangement Act are in addition to and not in substitution of any and all other rights, powers, and remedies that each party may have under this License Agreement, the Insolvency Legislation, and any other

applicable Laws. BioNTech shall have the right to perform the obligations of Acuitas hereunder with respect to such intellectual property, but neither such provision nor such performance by BioNTech shall release Acuitas from any such obligation or liability for failing to perform it.

10.5 Effects of Termination. Upon termination (but not expiration pursuant to Section 10.1) of this License Agreement for any reason:

(a) Cessation of Rights. Except as otherwise expressly provided herein, including in Sections 8.5, 10.3(c) and 10.5(b), all rights and licenses granted by Acuitas to BioNTech in Section 2.1 will terminate.

(b) Sell Off. Notwithstanding the termination of BioNTech's licenses and other rights under this License Agreement, BioNTech shall retain the right to distribute, sell or otherwise dispose of its existing inventory of the Licensed Products, in each case that is intended for distribution, sale or disposition in the Territory, for a period of not more than [***] months following the date of the effective termination, as though this License Agreement had not been terminated, and such distribution, sale or other disposition shall not constitute infringement of the Patents or other intellectual property or proprietary rights of Acuitas or its Affiliates. BioNTech's right to distribute, sell or otherwise dispose of its existing inventory of the Licensed Products pursuant to this Section 10.5 (b) shall be subject to BioNTech's continuing obligation to pay royalties with respect to the Net Sales.

10.6 Survival. In addition to the termination consequences set forth in Section 10.5, the following provisions will survive termination or expiration of this License Agreement: Articles 1 and 8 and Sections 4.4, 5.1, 9.3, 9.4, 9.6, 9.7, 10.4, 10.5, 10.6, 11.1, 11.2, 11.5, 11.7, 11.8, 11.9, 11.10, 11.11 and 11.12. Termination or expiration of this License Agreement will not relieve the Parties of any liability or obligation which accrued hereunder prior to the effective date of such termination or expiration nor preclude either Party from pursuing all rights and remedies it may have hereunder or at law or in equity with respect to any breach of this License Agreement nor prejudice either Party's right to obtain performance of any obligation. All other rights and obligations will terminate upon expiration of this License Agreement.

11. General Provisions.

11.1 Dispute Resolution.

(a) Disputes. Disputes arising under or in connection with this License Agreement will be resolved pursuant to this Section 11.1; provided, however, that in the event a dispute cannot be resolved without an adjudication of the rights or obligations of a Third Party (other than any BioNTech Indemnitees or Acuitas Indemnitees identified in Section 9.6), the dispute procedures set forth Sections 11.1(c) and 11.1(c) will be inapplicable as to such dispute.

(b) Dispute Escalation. In the event of a dispute between the Parties, the Parties will first attempt in good faith to resolve such dispute by negotiation and consultation between themselves. In the event that such dispute is not resolved on an informal basis within [***] days, any Party may, by written notice to the other, have such dispute referred to each Party's [***], who will attempt in good faith to resolve such dispute by negotiation and consultation for a [***] day period following receipt of such written notice.

(c) Dispute Resolution. In the event the [***] of the Parties are not able to resolve such dispute as set forth above, the Parties agree to try to solve such dispute amicably by mediation. The Parties shall conduct a mediation procedure according to the Mediation Rules of the World Intellectual Property Organization (WIPO) in effect on the date of the commencement of the mediation.

proceedings. The location of the mediation proceedings will be London, England. The number of mediators will be [***]. The language of the mediation proceedings will be English. If the dispute has not been settled pursuant to the said rules within [***] days following the filing of a request for mediation or within such other period as the Parties may agree in writing, either Party may submit the dispute to final and binding arbitration. Any dispute relating to the validity performance, construction or interpretation of this Agreement, which cannot be resolved amicably between the Parties after following the procedure set forth in this Section 11.1, shall be submitted to arbitration in accordance with the Arbitration Rules of WIPO in effect on the date of the commencement of the arbitration proceedings. The location of the arbitration proceedings will be London, England. The number of arbitrators will be [***]. The language of the arbitration proceeding will be English. The decision of the arbitrators shall be final and binding upon the Parties (absent manifest error on the part of the arbitrator(s)) and enforceable in any court of competent jurisdiction.

(d) Injunctive Relief. Notwithstanding the dispute resolution procedures set forth in this Section 11.1, in the event of an actual or threatened breach hereunder, the aggrieved Party may seek equitable relief (including restraining orders, specific performance or other injunctive relief) in any court or other forum, without first submitting to any dispute resolution procedures hereunder.

(e) Tolling. The Parties agree that all applicable statutes of limitation and time-based defenses (such as estoppel and laches) will be tolled while the dispute resolution procedures set forth in this Section 11.1 are pending, and the Parties will cooperate in taking all actions reasonably necessary to achieve such a result.

(f) Prevailing Party. The prevailing Party in any arbitration under Section 11.1(c) or any other suit related to this License Agreement will be entitled to recover from the losing Party all out-of-pocket fees, costs and expenses (including those of attorneys, professionals and accountants and all those arising from appeals and investigations) incurred by the prevailing Party in connection with such arbitration or suit.

11.2 Cumulative Remedies and Irreparable Harm. All rights and remedies of the Parties hereunder will be cumulative and in addition to all other rights and remedies provided hereunder or available by agreement, at Law or otherwise. Each Party acknowledges and agrees that breach of any of the terms or conditions of this License Agreement may cause irreparable harm and damage to the other and that such damage may not be ascertainable in money damages and that as a result thereof the non-breaching Party may be entitled to seek from a court equitable or injunctive relief restraining any breach or future violation of the terms contained herein by the breaching Party without the necessity of proving actual damages or posting bond. Such right to equitable relief is in addition to whatever remedies either Party may be entitled to as a matter of Law or equity, including money damages.

11.3 Relationship of Parties. Nothing in this License Agreement is intended or will be deemed to constitute a partnership, agency, employer-employee or joint venture relationship between the Parties. No Party will incur any debts or make any commitments for the other, except to the extent, if at all, specifically provided therein. There are no express or implied third party beneficiaries hereunder (except for BioNTech Indemnitees and Acuitas Indemnitees for purposes of Section 9.6). For clarity, BioNTech does not grant to Acuitas any rights or licenses under this License Agreement to any BioNTech technology or intellectual property rights.

11.4 Compliance with Law. Each Party will perform or cause to be performed any and all of its obligations or the exercise of any and all of its rights hereunder in good scientific manner and in compliance with all applicable Law.

11.5 Governing Law. This License Agreement will be governed by and construed in accordance with the Laws of England and Wales, without respect to its conflict of Laws rules, provided that any dispute relating to the scope, validity, enforceability or infringement of any Patents or Know-How will be governed by, and construed and enforced in accordance with, the substantive Laws of the jurisdiction in which such Patents or Know-How apply.

11.6 Counterparts; Facsimiles. This License Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument. Facsimile or PDF execution and delivery of this License Agreement by either Party will constitute a legal, valid and binding execution and delivery of this License Agreement by such Party.

11.7 Headings. All headings in this License Agreement are for convenience only and will not affect the meaning of any provision hereof.

11.8 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 License Agreement. Accordingly, the rule of construction that any ambiguity in this License Agreement will be construed against the drafting party will not apply.

11.9 Interpretation. Whenever any provision of this License Agreement uses the term "including" (or "includes"), such term will be deemed to mean "including without limitation" (or "includes without limitations"). "Herein," "hereby," "hereunder," "hereof" and other equivalent words refer to this License Agreement as an entirety and not solely to the particular portion of this License Agreement in which any such word is used. All definitions set forth herein will be deemed applicable whether the words defined are used herein in the singular or the plural. Unless otherwise provided, all references to Sections and Appendices in this License Agreement are to Sections and Appendices of this License Agreement. References to any Sections include Sections and subsections that are part of the related Section.

11.10 Binding Effect. This License Agreement will inure to the benefit of and be binding upon the Parties, their Affiliates, and their respective lawful successors and assigns.

11.11 Assignment. This License Agreement may not be assigned by either Party, nor may either Party delegate its obligations or otherwise transfer licenses or other rights created by this License Agreement, except as expressly permitted hereunder or otherwise without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided that either Party may assign this License Agreement without such consent to an Affiliate or to its successor in connection with sale of all or substantially all of its assets or business or that portion of its business pertaining to the subject matter of this License Agreement (whether by merger, consolidation or otherwise).

11.12 Notices. All notices, requests, demands and other communications required or permitted to be given pursuant to this License Agreement will be in writing and will be deemed to have been duly given upon the date of receipt if delivered by hand, recognized international overnight courier, or registered or certified mail, return receipt requested, postage prepaid to the following addresses:

If to BioNTech:
BioNTech SE
An der Goldgrube 12
D-5513 Mainz
Germany
Attention: [***]

If to Acuitas:
Acuitas Therapeutics Inc.
6190 Agronomy Road, Suite 405
Vancouver, B.C.
Canada V6T 1Z3

Attention: [***]

With a copy to: McCarthy Tetrault LLP
Suite 2400 745 Thurlow Street
Vancouver, B.C.
Canada V6E 0C5
Attention: [***]

Either Party may change its designated address by notice to the other Party in the manner provided in this Section 11.12.

11.13 Amendment and Waiver. This License Agreement may be amended, supplemented, or otherwise modified only by means of a written instrument signed by both Parties; provided that any unilateral undertaking or waiver made by one Party in favor of the other will be enforceable if undertaken in a writing signed by the Party to be charged with the undertaking or waiver. Any waiver of any rights or failure to act in a specific instance will relate only to such instance and will not be construed as an agreement to waive any rights or fail to act in any other instance, whether or not similar.

11.14 Severability. In the event that any provision of this License Agreement will, for any reason, be held to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect any other provision hereof, and the Parties will negotiate in good faith to modify the License Agreement to preserve (to the extent possible) their original intent.

11.15 Entire Agreement. This License Agreement together with the Development and Option Agreement and any other license agreements entered into during the Term pursuant to the Development and Option Agreement are the sole agreement with respect to the subject matter hereof and supersedes all other agreements and understandings between the Parties with respect to same.

11.16 Force Majeure. Neither Acuitas nor BioNTech will be liable for failure of or delay in performing obligations set forth in this License Agreement (other than any obligation to pay monies when due), and neither will be deemed in breach of such obligations, if such failure or delay is due to natural disasters or any causes reasonably beyond the control of Acuitas or BioNTech; provided that the Party affected will promptly notify the other of the force majeure condition and will exert reasonable efforts to eliminate, cure or overcome any such causes and to resume performance of its obligations as soon as possible.

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

ACURITAS THERAPEUTICS INC.

By: _____
(Signature)

Name: Thomas Madden

Title: President & CEO

Date: April 7, 2020

BIONTECH RNA PHARMACEUTICALS GMBH

By: _____
(Signature)

Name:

Title:

Date:

Appendix 1.1

Appendix 1.17

[***]

Appendix 1.23

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Appendix 3.37

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Appendix 2.4

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Appendix 9.2

Exceptions to Acuitas' Representations and Warranties in Section 9.2

THE SYMBOL "[***]" DENOTES PLACES WHERE CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (i) NOT MATERIAL, AND (ii) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF PUBLICLY DISCLOSED

EUROPEAN COMMISSION
Directorate-General for Health and Food Safety

PURCHASE AGREEMENT ("PA")[1] for the further development, production, purchasing options and supply of COVID-19 Vaccines for EU Member States

NUMBER — SANTE/2021/03/020

1. **The European Commission**, acting on behalf and in the name of the Member States set out in Annex III (hereinafter referred to as "Participating Member States"),[2]:

being represented for the purposes of the signature of this PA by Ms Stella Kyriakides, Commissioner of Health and Food Safety

on the one part and

2. **Pfizer Inc.**

Incorporated in Delaware (Registration Number 0383418) with its registered address at 235 East 42nd Street

10017 New York City, NY (UNITED STATES)

appointed as the leader of the group by the members of the group that submitted the joint tender

(hereinafter referred to as **"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
(hereinafter referred to as **"BioNTech"**)

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1 This PA is based on the agreement between the Commission and the Member States as approved by Commission Decision C(2020) 4192 final on approving the agreement with Member States on procuring Covid-19 vaccines on behalf of the Member States and related procedures.

2 As provided for in Article 4(5)(b) of Council Regulation (EU) 2016/369 of 15 March 2016 on the provision of emergency support within the Union as amended by Council Regulation (EU) 2020/521 of 14 April 2020 activating the emergency support under Regulation (EU) 2016/369, and amending its provisions taking into account the COVID - 19 outbreak.

as a member of the group (collectively '**the Contractor**'), represented for the purposes of the signature of this PA which has the form of a framework contract by [***]

on the other part,

HAVE AGREED

to the **special conditions and the general conditions of this PA** and the following Annexes and Attachments:

Annex I – Model for Vaccine Order Form

Annex II – Agreement between the Commission and Member States on procuring Covid-19 vaccines on behalf of the Member States and related procedures, annexed to the Commission Decision C(2020) 4192 final of 18 June 2020

Annex III – Participating Member States

Annex IV – Subcontractors

Annex V – Participating Contractor Affiliates

Attachment 1 – Specifications

Attachment 2 – Delivery Documentation

Attachment 3 – Delivery Specification

Attachment 4 – Labelling and Packaging Specifications

Attachment 5 – Return and Disposal of Product Materials

which form an integral part of this PA.

[***]
[***]
[***]
[***]

For any other proposed amendments, the parties will discuss the impact thereof in good faith and any such shall require the written prior approval of the Commission and the Participating Member States, not to be unreasonably withheld or delayed.

This PA sets out:

1. the procedure and conditions by which the Participating Member States will pay for the services and/or supplies from the Contractor;

2. the provisions that apply to any Vaccine Order Form which the Participating Member States and the Contractor may conclude under this PA; and

3. the obligations of the parties during and after the duration of this PA.

All documents issued by the Contractor (end-user agreements, general terms and conditions, etc.) except its tender are held inapplicable, unless explicitly mentioned in the special conditions of this PA. In all circumstances, in the event of contradiction between this PA and documents issued by the Contractor, this PA prevails, regardless of any provision to the contrary in the Contractor's documents.

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IN ADDITION, ANY CONTRACTOR AFFILIATE WHICH IS INVOLVED IN THE SALE OR DISTRIBUTION OF PRODUCT WHICH IS RESOLD OR DONATED BY A PARTICIPATING MEMBER STATE SHALL BE DEEMED TO BE A PARTICIPATING CONTRACTOR AFFILIATE.ATTACHMENT 1: SPECIFICATIONS 19
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I. SPECIAL CONDITIONS

I.1 ORDER OF PRIORITY OF PROVISIONS

If there is any conflict between different provisions in this PA, the following rules must be applied:

(a) The provisions set out in the special conditions and Article II.6 of the general conditions (Liability) take precedence over those in the other parts of the PA.

(b) The other provisions set out in the general conditions take precedence over those in the Annexes and Attachments.

(c) The provisions set out in the PA take precedence over those in the Vaccine Order Forms.

I.2 DEFINITIONS

The following definitions shall apply to this PA:

'**Additional Order**': has the meaning set forth in Article I.6.2;

'**Additional Product**': has the meaning set forth in Article I.6.2;

'**Affiliate**': means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;

'**Authorisation**': means a Conditional Marketing Authorisation and/or Marketing Authorisation that permits the Products to be placed on the market in the European Economic Area;

"**Commission Experts**" means up to three (3) clinical expert individuals employed by, or advising, the Commission in connection with the COVID-19 pandemic, such individuals to be identified by the Commission and communicated to Contractor promptly following the Effective Date (it being understood that if Contractor expresses a reasonable objection to the identity of one or more Commission Experts, the Commission will suggest (an) alternative expert(s));

'**Conditional Marketing Authorisation**': means a conditional marketing authorisation granted by the European Commission, as amended or varied from time to time, as referred to in Article 14-a of Regulation (EC) No 726/2004;

'**Confidential Information**': means any information disclosed to or obtained by one party to the other party, either directly or indirectly, or which the disclosing party indicates in writing at the time of disclosure to, or receipt by, the recipient is to be considered confidential or proprietary, or which such recipient knows or ought reasonably to know is information of a

confidential or proprietary nature, including the terms of this PA and any Vaccine Order Form. Confidential Information shall not include any information (i) the receiving party can prove was known to it prior to the date of disclosure; (ii) the receiving party can prove was lawfully obtained from a third party without any obligation of confidentiality; (iii) is or becomes part of the public domain other than through any act or omission of the receiving party; or (iv) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as evidenced by the receiving party's records;

'Conflict of interest': a situation where the impartial and objective implementation of the PA by the Contractor is compromised for reasons involving family, emotional life, political or national affinity, economic interest, any other direct or indirect personal interest, or any other shared interest with the Commission, the Participating Member State or any third party related to the subject matter of the PA;

'Contracted Doses': has the meaning set forth in Article I.6.2;

'Control': means the possession by a person or an entity, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person or entity (whether through the ownership of voting shares, by contract or otherwise) and **"Controls"** and **"Controlled"** shall be interpreted accordingly;

"COVAX Facility" means the COVID-19 Vaccines Global Access procurement initiative led by Gavi, UNICEF, the Vaccine Alliance, the World Health Organization (WHO) and the Coalition for Epidemic Preparedness Innovations (CEPI), for the procurement and delivery of doses of approved vaccine for COVID-19.

'Delivery Price': has the meaning set forth in Article I.8.2;

'Delivery Schedule': has the meaning set forth in Article I.6.3, as such may be modified by agreement of the parties pursuant to the provisions in Articles I.6.2 and I.6.3;

'Effective Date': has the meaning set forth in Article I.4.1;

'Force majeure': any unforeseeable, exceptional situation or event beyond the reasonable control of the parties that prevents either of them from fulfilling any of their obligations under the PA.[***].

'Formal notification' (or 'formally notify'): form of communication between the parties made in writing by mail or email, which provides the sender with compelling evidence that the message was delivered to the specified recipient;

'Fraud': an act or omission committed in order to make an unlawful gain for the perpetrator or another by causing a loss to the Union's financial interests, and relating to: i) the use or presentation of false, incorrect or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of funds or assets from the Union budget, ii) the non-disclosure of information in violation of a specific obligation, with the same effect or iii)

the misapplication of such funds or assets for purposes other than those for which they were originally granted, which damages the Union's financial interests, it being understood that the Union's financial interests are impacted within the framework of this PA as the Union is engaging resources into the coordination and preparation of the PA, resulting from Decision C(2020) 4192 final of 18 June 2020 which approved the agreement with Member States on procuring COVID-19 vaccines on behalf of the Member States ("the Decision"), this agreement being based on Article 4(5)(b) of Regulation (EU) 2016/369 of 15 March 2016 on the provision of emergency support within the Union[3] ("the ESI Regulation");

'Good Manufacturing Practice': means the current practices for manufacture required by the standards, rules, principles and guidelines set out in Directive 2001/83/EC (as amended by Directive 2004/27/EC), Directive 2017/1572, Directive 2003/94/EC and EudraLex - Volume 4 of the Rules Governing Medicinal Products in the EU entitled "EU Guidelines to Good Manufacturing Practice Medicinal Products for Human and Veterinary Use";

'Implementation of the PA': the purchase of services or supplies envisaged in the PA through the signature and performance of Vaccine Order Forms;

'Indemnified Persons': has the meaning set forth in Article 0;

'Irregularity': any infringement of a provision of Union law resulting from an act or omission by the Contractor within the meaning of Article 1(2) of the Council (EC, Euratom) Regulation 2988/95 of 18 December 1995 on the protection of the European Communities financial interests (in OJ 23.12.95, L 312/1) , which has, or would have, the effect of prejudicing the Union's budget, it being understood that the Union's financial interests are impacted within the framework of this PA, as the Union is engaging resources into the coordination and preparation of the PA, resulting from the Decision which approved the agreement with Member States on procuring COVID-19 vaccines on behalf of the Member States, this agreement being based on Article 4(5)(b) of the ESI Regulation;

[***]

"Key Supply/ies": means those critical components, services and other critical input items required for the development, production and supply of the Vaccine pursuant to this PA, for which a delay in their supply is capable of materially adversely affecting the timely performance of the Contractor's delivery obligations under this PA.

[***]
[***]

'Latent Defect': means a defect causing the Product to not conform to the applicable Specifications which could not have been detected by the Participating Member State, its designee, or their personnel at delivery through visual inspection;

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3 OJ L 70, 16.3.2016, p.1, as amended by Council Regulation (EU) 2020/521 of 14 April 2020 activating the emergency support under Regulation (EU) 2016/369, and amending its provisions taking into account the COVID - 19 outbreak, OJ L 117, 15.4.2020, p. 3.

'Law(s)': means, collectively, all applicable supranational, national and local laws, common laws, statutes, ordinances, codes, rules, regulations, orders, decrees or other pronouncements of any government, administrative or judicial authority having the effect of law;

'Losses': has the meaning set forth in Article 0;

'Marketing Authorisation': means the marketing authorisation (other than Conditional Marketing Authorisation), in respect of the Product granted by the European Commission, as amended or varied from time to time, that allows the Product to be placed on the market in the European Economic Area according to applicable Law;

"New Countries": has the meaning set forth in Article I.6.3;

'Non-Complying Product': has the meaning set forth in Article I.6.14;

"Non-EU Key Supply/ies": means **Key Supply/ies** for which, at the time of production of the Vaccine pursuant to this PA, no supplier exists in the European Union that could provide the component, service and other input item from the territory of the EU. [***]

'Notification' (or 'notify'): form of communication between the parties made in writing including by electronic means;

'Participating Contractor Affiliate': means an Affiliate of Pfizer or BioNTech as identified in Annex V;

"PMS Experts" means, in relation to each Participating Member State, one (1) clinical expert employed by, or advising, such Participating Member State in connection with the COVID-19 pandemic, the identity of such individual to be communicated by the Commission to Contractor promptly following the Effective Date (it being understood that if Contractor expresses a reasonable objection to the identity of a PMS Expert, the relevant Participating Member State will suggest an alternative expert);

[***]**'Product'**: means the Vaccine;

'Product Materials': means all packaging materials and components needed for delivery of the Product;

'Professional conflicting interest': a situation in which the Contractor's previous or ongoing professional activities affect its capacity to implement the PA or to perform a Vaccine Order Form to an appropriate quality standard;

'Record': means books, documents, and other data, of all matters relating to performance of obligations under this PA;

'Related person': any natural or legal person who is a member of the administrative, management or supervisory body of the Contractor, or who has powers of representation, decision or control with regard to the Contractor;

[***][***]'Specifications': means the specifications for the manufacture, testing and testing procedures, and supply of the Product as set out in Attachment 1 (Specifications), and as such specifications may be amended, supplemented or otherwise modified by the Contractor and communicated to the Commission;

'Taxes': has the meaning set forth in Article II.17.1;

'Term': means the term of the PA set out in Article I.4.2 of the PA;

'Thermal Shipper': has the meaning set forth in Article I.6.8;

'Third Party Claim': has the meaning set forth in Article 0.

'Vaccine': the medicinal product, being BNT162b2, a nucleoside-modified messenger RNA (mRNA) vaccine that encodes an optimized SARS-CoV-2 full-length spike glycoprotein (S) for which Authorisation has been granted, **[***]**.

'Vaccine IP Rights': has the meaning set forth in Article I.11;

'Vaccine Order Form": has the meaning set forth in Article I.5.2; and

[***]Except where the context expressly requires otherwise, (a) the use of any gender herein shall be deemed to encompass references to either or both genders, and the use of the singular shall be deemed to include the plural (and vice versa), (b) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", (c) the word "will" shall be construed to have the same meaning and effect as the word "shall", (d) any definition of or reference to any agreement, instrument or other document herein shall 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), (e) any reference herein to any person shall be construed to include the person's successors and assigns, (f) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this PA in its entirety and not to any particular provision hereof, (g) all references herein to Articles, Annexes or Attachments shall be construed to refer to Articles, Annexes or Attachments of this PA, and references to this PA include all Annexes and Attachments hereto, (h) the word "notice" means notice in writing or by email (whether or not specifically stated) and shall include notices, consents, approvals and other written communications contemplated under this PA, (i) provisions that require that a party or parties "agree", "consent" or "approve" or the like shall require that such agreement, consent or approval be specific and in writing, whether by written agreement, letter, approved minutes or otherwise (including e-mail), (j) references to any specific law, rule or regulation, or article, section or other division thereof, shall be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof.

I.3 SUBJECT MATTER

The subject of the call for tenders SANTE/2021/03/020 is securing the purchase of certain vaccine doses for the Participating Member States.

Following the Decision, taken in accordance with Article 4(5)(b) of the ESI Regulation, the Commission is running procurement procedures on behalf of Participating Member States, with a view to signing EU-level Advance Purchase Agreements and Purchase Agreements with vaccine manufacturers.

An APA between the Parties was signed on 20 November 2020 ("**APA**"). Subsequently, a PA between the Parties was signed on 17 February 2021 ("**PA.1**").

In compliance with Article 164(I)(d) as well as Annex I, Points 11.1(b)(ii) and 11.1(c) of the Financial Regulation, the Commission launched on 9 April 2021 a negotiated procedure without prior publication of a contract notice for the procurement of additional doses of vaccines. This procedure was justified by the need to urgently secure an exceptionally high amount of additional doses of vaccines to address the pandemic within a reasonable period of time, as well as by the absence of competition for technical reasons. This PA is for such additional doses, and while it is organised following the Decision, it is entirely separate from the APA and from the PA 1 between the Parties.

In view of its importance, this PA will be approved for signature on behalf and in the name of the Participating Member States by a separate individual Commission decision.

The Conditional Marketing Authorisation for the Vaccine was granted on 21 December 2020.

The Commission, on behalf of the Participating Member States, wishes to purchase the Vaccine through this PA to ensure the availability in the European Union of sufficient vaccine doses to address the pandemic **[***]**.

On the basis of this PA, the European Commission commissions the Contractor to commit to produce and deliver 900 million doses of the Vaccine which shall be ordered by the Participating Member States (via specific Vaccine Order Forms) at the price and conditions, including timeframe, agreed under this PA, with the option to obtain a further 900 million doses of the Vaccine subject to the conditions set out in this PA.

The Contractor or a Participating Contractor Affiliate shall supply to the Participating Member States the agreed doses of the Vaccine pursuant to the Vaccine Order Forms.

The Vaccine Order Forms shall be signed by the Contractor and shall incorporate by reference this PA.

I.4 ENTRY INTO FORCE AND DURATION OF THE PA

I.4.1 The PA enters into force on the date on which the last party signs it (**"Effective Date"**).

I.4.2 The PA is concluded for a period of thirty six (36) months with effect from the Effective Date (**"Term"**).

I.4.3 Contractor and the Participating Member States may not sign any Vaccine Order Form after the PA expires.

I.4.4 The PA continues to apply to such Vaccine Order Forms after its expiry. **[***]**.

I.4.5 Renewal of the PA

The PA will expire automatically at the end of the Term, unless it is extended in mutual written agreement between the parties. For the avoidance of doubt, if the exercise of the Additional Order involves delivery of doses beyond the Term, the parties shall agree to a renewal until the end of the last month for which deliveries of the Additional Order are foreseen in the relevant delivery schedule. This renewal process will be repeated until all doses have been delivered. Renewal does not change or postpone any existing obligations.

I.5 IMPLEMENTATION OF THE PA

I.5.1 Period of provision of the supplies

The period for the provision of the supplies starts to run as foreseen in Article I.6.3.

I.5.2 Implementation of the PA

The PA shall be implemented following signature between the Commission and the Contractor as follows:

The Contractor agrees to supply an initial total number of 900 million Vaccine doses to Participating Member States collectively, upon their order, in accordance with this PA and the respective Vaccine Order Forms.

The Participating Member States shall place orders for supplies of 900 million Vaccine doses in total in accordance with the allocation communicated by the Commission to the Contractor pursuant to Article I.6.3, by sending the Contractor a completed copy of Annex I ("**Vaccine Order Form**") in paper format or emailed pdf [***]. This Vaccine Order Form shall be signed by an authorised representative of the Participating Member State and the Contractor.

[***] the Contractor must send back to the Participating Member States the duly signed and dated Vaccine Order Form in paper format or emailed pdf.

I.6 SUPPLY OF THE VACCINE

I.6.1 General

During the term of this PA, the Contractor shall supply or have supplied the Product to the relevant Participating Member States, and the Participating Member States shall purchase the Product, subject to and in accordance with the terms and conditions of this PA.

I.6.2 Product supply

At the Effective Date, the Commission orders 900 million doses (**"Contracted Doses"**) of the Product on behalf of the Participating Member States. The Contracted Doses shall be delivered by the Contractor to the Participating Member States in accordance with the allocation provided by the Commission and according to the schedule and in the quantities [***] as set out in the Delivery Schedule.

The Additional Order

The parties acknowledge that the Commission may wish to place an additional binding order (the "**Additional Order**") for a maximum of up to 900 million doses of the Vaccine, to be exercised (unless otherwise agreed by the parties) in minimum tranches of [***]). Vaccine to be supplied pursuant to an Additional Order will be "**Additional Product**". [***].

The parties also agree that such Additional Order may be placed by the Commission only after (i) the Contractor confirms whether the doses are available (if the request is for more than the minimum Additional Order volume of [***]) and when they can be delivered (ii) the Commission confirms the required allocation between Participating Member States and (iii) the Contractor confirms the delivery schedule which shall be based on the allocation provided (and which shall not commence earlier than [***]).

All Additional Orders must be placed by the Commission by [***] .

The Participating Member States participating in one or more tranches of the Additional Order shall be obliged to send an additional Vaccine Order Form for each tranche of the Additional Order in which they participate. All terms and conditions included in this PA, in particular those included in Article I.6.3 with regard to Deliveries, [***] , shall apply mutatis mutandis to the Additional Order.

The Commission shall communicate to the Contractor the allocation of the Contracted Doses supplied pursuant to the initial order and any Additional Product among the Participating Member States.

Resale and Donation

[***]
[***]
[***]
[***]
[***]
[***]
[***]
[***]
[***]
[***]

I.6.3 Supply mechanism

The supply under this PA shall in principle come from [***], and shall incorporate RNA produced at [***]manufacturing sites, including, [***] sites operated by the following sub-contractors:

[***]
[***]
[***]
[***]
[***]

The parties acknowledge that Contractor is not obliged to use all these sites provided it has sufficient capacity.

Recognising the urgency of the public health crisis and the necessity to hasten/enable supply, (1) the Commission and Participating Member States shall make best reasonable efforts, where appropriate in collaboration with the European Medicines Agency, to expedite any relevant and outstanding authorisations required for supply to commence from the Contractor's controlled manufacturing sites [***]; [***]

Delivery

The Contracted Doses shall be delivered by the Contractor to the Participating Member States in accordance with the allocation provided by the Commission and according to the schedule and in the quantities [***] as set out in the following table (the "**Delivery Schedule**"):

[***]
[***]

Within [***] following the Effective Date, the Commission shall communicate to the Contractor a table how to allocate the 900 million Vaccine doses amongst the Participating Member States. Each Participating Member State shall have a commitment to purchase the number of Vaccine doses as set out in such allocation table and, to operationalise the ordering of the Vaccine, each Participating Member State will enter into a Vaccine Order Form per Article I.5.2. Each Vaccine Order Form will specify in particular the number of doses that the Participating Member State will purchase from the above-mentioned allocation table, the price of all Vaccine doses pursuant to Article I.7, and the liability and indemnification undertakings by the Participating Member State (which will be incorporated by reference from the PA into the Vaccine Order Form). For the avoidance of doubt, the Contractor shall have no obligation to supply any Vaccine doses to any Participating Member State where there is not a Vaccine Order Form, including provisions related to liability and indemnity (which will be incorporated by reference from the PA into the Vaccine Order Form executed by the Participating Member State and the Contractor). It is agreed that the Contractor may discharge its obligations under the Vaccine Order Form acting with one or more Participating Contractor Affiliates.

The Delivery Schedule and logistics will be further refined into a [***] schedule by the Contractor in accordance with provisions below, after the execution of the Vaccine Order Form for that Participating Member State.

To operationalise the Vaccine Order Forms, [***].

For the avoidance of doubt, the Delivery Schedule is firm and no adjustments can be made without the written agreement of the parties. This is without prejudice to the ability of the Contractor to accelerate supply [***] .

[***]
[***]
[***]
[***]

I.6.4 Manufacturing

The Contractor warrants that [***].

The Contractor confirms that it is in possession of all necessary manufacturing authorisations to undertake the manufacturing of the Vaccine.

The Contractor also warrants that, [***].

For the purpose of fulfilling its obligation to manufacture the Vaccine , the Contractor shall, in principle, procure all Key Supplies [***] .

For each such Key Supply including, in particular, Non-EU Key Supplies, the Contractor commits that it will have in place, when producing the Vaccine doses covered by this PA, an effective supply management system [***].

I.6.5 Legal and regulatory filings and requests

The Contractor shall ensure that all Product is properly labelled and packaged in accordance with the provisions of Article I.6.8 and Good Manufacturing Practice and in accordance with the applicable EU legislation on information on packaging (Title V of Directive 2001/83/EC).

Notwithstanding the above, [***]the Contractor shall comply with all conditions (in the relevant timescales) set out in the Authorisation (where applicable), subject to any exemption, exception or waiver of requirements for the Product granted or permitted by the Participating Member State (including but not limited to serialization).

I.6.6 [***]

I.6.7 Waiver

[***]
[***]

I.6.8 Packaging, labelling and shipping

At the date of execution of this PA, the Vaccine is expected to be supplied in a thermal shipping box in accordance with Attachment 4 (Labelling and Packaging Specifications) (**"Thermal Shipper"**). [***]. The costs of packaging, packing materials, addressing, labelling, loading and delivery to the agreed Participating Member States' delivery point of the Vaccine **[***]**.

All deliveries shall be accompanied by the documentation specified in Attachment 2 (Delivery Documentation) (which may be updated from time to time by the Contractor upon notice to the Commission), and shall be in accordance with, and subject to, the delivery specification set forth in Attachment 3 (Delivery Specification). The Product shall be labelled and packaged in

accordance with the packaging specifications set forth in Attachment 4 (Labelling and Packaging Specifications).

Final specifications including package size and labels will be communicated to the Commission and to the Participating Member States prior to delivery. All specifications shall be consistent with any conditions set out in the Authorisation and applicable Law.

I.6.9 Storage, transport and product acceptance

[***].

Final storage specifications, based on the Authorisation received, will be communicated to the Participating Member State prior to delivery.

[***]
[***]

I.6.10 Delivery

The Contractor will deliver the doses ordered by each of the Participating Member States to one or more locations selected by the Participating Member State in accordance with the procedure set out in this Article I.6.10 and the Vaccine Order Form. [***]. For the avoidance of doubt, the Participating Member States shall bear all costs and expenses for operating these distribution hubs and for use of the Vaccine, including, but not limited to, those for storage and distribution of the Vaccine after delivery, local duties and local QA testing.

The Participating Member States must have all appropriate facilities and personnel in place to enable the timely receipt of delivered doses. The duly authorised representative of the Participating Member State shall sign to confirm receipt of delivery (the current proposed format of which is as set out in Attachment 2 (Delivery Documentation)). The person signing for receipt must ensure the contents of the delivery match the accompanying shipping documentation proof of receipt.

The Contractor shall deliver the Product [***] to the location agreed pursuant to this Article I.6.10.

The Contractor and the Participating Member State shall agree the location(s) for delivery of shipments of the Product; provided that (i) each location meets the requirements set forth in Attachment 3 (Delivery Specification), and (ii) all locations which are additional to those approved in advance by the Contractor prior to the Effective Date shall be agreed upon by the Contractor and the Participating Member State [***].

All shipments of Product [***] or such other amount as notified to the Commission from time to time by the Contractor in accordance with the terms of this PA.

I.6.11 Product handling

Upon delivery of the Product, the Participating Member State shall store and handle the Product in the manner set forth in the Specifications set forth in Attachment 1 (Specifications), the

instructions in Attachment 3 (Delivery Specification) and the instructions provided by the Contractor to ensure stability and integrity of the Product.

The Participating Member States shall be solely responsible and liable for the proper storage, handling, distribution, transportation, administration, use and disposal of the Product in their [***] following delivery of the Product to the Participating Member State or its designee. Without prejudice to the generality of the foregoing, the Participating Member States shall ensure that: (a) recipients of the Product shall follow the return and disposal instructions in Attachment 5 (Return and Disposal of Product Materials) when disposing of open and unused Product and its packaging components; and (b) such return and disposal complies with Laws regarding pharmaceutical waste, medical waste, or hazardous waste, as appropriate.

Participating Member States shall be responsible for and shall ensure that any equipment used to deliver the Product, for example [***] are stored in an appropriate clean and secure location to protect and maintain the functionality of such equipment (in controlled conditions, with no exposure to weather or pests, etc). Within [***] of receipt of the Product, subject to Article I.6.14, the Participating Member State shall take the necessary measures to enable the collection by the Contractor of all such equipment, including [***] in accordance with the Contractor's instructions, consistent with the provisions of Attachment 5 (Return and Disposal of Product Materials).

The Contractor may provide Safety Data Sheets and other agreed information to Participating Member States [***]. .

I.6.12 Title to Product and risk of loss

[***]

I.6.13 Quality tests and checks

[***]

.

I.6.14 Rejection of Product; Disposal of rejected shipments

A Participating Member State must visually inspect the Product [***] following the instructions set out in Attachment 3 (Delivery Specification) and may reject any specific delivery of the Product or doses therein that does not conform [***] ("**Non-Complying Product**") by providing notice to Pfizer Customer Service following an agreed protocol:[***].

Without prejudice to the right to refer the matter to the dispute resolution procedure set out in Article I.1 and the provision on [***] , replacement of Non-Complying Product [***]. The provisions of this Article I.6.14 shall survive termination or expiration of this PA.

I.6.15 Maintenance and retention of Records

Each party shall maintain [***] with respect to its activities under this PA as required by Laws.

The Participating Member State will maintain a quality system for receipt, inspection, storage, traceability to further delivery points, and recall activities. If the Participating Member State

does not have a quality system for the activities defined, the Contractor may share details of a proposed quality system for the Participating Member State's compliance.

I.6.16 Diversion issues

All Product delivered to a Participating Member State shall be: (a) stored securely by the Participating Member State; and (b) without prejudice to Article I.6.2, distributed by the Participating Member State in a secure manner appropriate to the transportation route and destination, in each case (a) and (b) to guard against and deter theft, diversion, tampering, substitution (with, for example, counterfeits) or unauthorised resale or export out of the Participating Member State, and to protect and preserve the integrity and efficacy of the Product. [***]

I.7 PRICES

The price of the Vaccine to the Commission and the Participating Member States for the 900 million Contracted Doses and any Additional Order will be [***]

I.8 PAYMENT ARRANGEMENTS

I.8.1 [***]

I.8.2 [***]Delivery Price

The **Delivery Price** for the Contracted Doses and any Additional Order is to be paid by the Participating Member State to the Participating Contractor Affiliate [***].
[***]
[***]The Participating Contractor Affiliate may claim the payment of the Delivery Price in accordance with this Article I.8.2. The Participating Contractor Affiliate must send an invoice in paper format or emailed pdf for payment of the balance due under a Vaccine Order Form for each provision of supplies to the Participating Member States.

Invoices shall be established by the Participating Contractor Affiliate for a given order of supplies and for an identified delivery scheduled within the Vaccine Order Form.

The Participating Contractor Affiliate may not send an invoice to a Participating Member State before it receives from the Participating Member State [***]in respect of which such invoice is established, which [***] .

The Participating Contractor Affiliate must send an invoice in paper format or emailed pdf or by electronic systems for payment due under the Vaccine Order Form accompanied by the following:

- [***]

Each invoice must contain the following information:

- Name of the Participating Member State concerned
- PA and Vaccine Order Form number/reference
- Order reference
- Billing address
- Product [***]

- Quantity [***]
- [***] reference and date
- Price
- Any applicable taxes, transportation charges or other charges provided for in the Vaccine Order Form
- The ship-to destination
- [***]
- Participating Contractor Affiliate name and bank account.

The Participating Member States must approve the submitted documents or deliverables as conforming to the above requirements and pay [***]. Any payment which falls due on a date which is not a business day may be made on the next succeeding business day. Any dispute by a Participating Member State of an invoice shall be provided to the Participating Contractor Affiliate in writing (along with substantiating documentation and a reasonably detailed description of the dispute) [***]. A Participating Member State will be deemed to have accepted all invoices for which the Participating Contractor Affiliate does not receive timely notification of disputes, and shall pay all undisputed amounts due under such invoices within the period set forth in this Article I.8.2. The parties shall seek to resolve all such disputes expeditiously and in good faith.

In addition to all other remedies available under this PA or at Law, if a Participating Member State fails to pay any undisputed amounts when due under this PA, the Contractor [***]

The Commission and the Participating Member States shall not, and acknowledge that they will have no right, under this PA, any Vaccine Order Form, any order, any other agreement, document or Law, to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to the Participating Contractor Affiliate, against any other amount owed (or to become due and owing) to it by the Contractor or an Affiliate.

[***]
[***]

I.8.3 Bank account

Payments by the Commission must be made to [***]:[***][***][***][***][***]

I.9 COMMUNICATION DETAILS

For the purpose of this PA, communications must be sent to the following addresses:

If to the Commission:

European Commission

Directorate-General for Health and Food Safety

E-mail: SANTE-PROCUREMENT@ec.europa.eu

If to a Participating Member State – See details in Vaccine Order Form

By derogation from this Article I.9, different contact details for the Commission, the Participating Member States or the Contractor may be provided in Vaccine Order Form.

I.10 PROJECT MANAGEMENT

Pfizer, BioNTech and the Commission will each nominate a project manager that will be the sole contact point for and responsible for managing the overall relationship between the parties. Each Participating Member State shall in addition appoint an expert to work on PA implementation at Participating Member State level. Project meetings with the Commission and Participating Member State experts will be held regularly on a timeframe to be determined following execution of the PA to report, amongst other things, on progress of clinical studies, licensing activities, manufacturing status, forecast and deliveries. Details specific to each Participating Member State such as logistics and payments shall be handled directly by the respective Participating Member State experts.

I.11 EXPLOITATION OF THE RESULTS OF THE PA

The Commission acknowledges and agrees [***] (collectively, the **"Vaccine IP Rights"**). [***] . All rights not expressly granted by the Contractor hereunder are reserved by the Contractor.

I.12 INDEMNIFICATION

The Commission, on behalf of the Participating Member States, declares that the use of Vaccines produced under this PA will happen under epidemic conditions requiring such use, and that the administration of Vaccines will therefore be conducted under the sole responsibility of the Participating Member States. [***] .

I.13 APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.13.1 This PA shall be governed by the laws of Belgium.

[***]

I.14 OTHER SPECIAL CONDITIONS

The Contractor shall keep the Commission and the Participating Member States informed about [***] during the pharmacovigilance or vaccine monitoring programmes in relation to the Vaccines which are the object of this PA [***].

SIGNATURES

For the Contractor,

[***][***][***].

For the Commission, on behalf and in the name of the Participating Member States,

[forename/surname/position]

Signature:

Done at [place], [date]

In duplicate in English.

Signature:

Done at [place], [date]

II. GENERAL CONDITIONS FOR THE FRAMEWORK CONTRACT

II.1 DEFINITIONS

All definitions are contained in Article I.2 or in the relevant provisions of this PA.

II.2 ROLES AND RESPONSIBILITIES IN THE EVENT OF A JOINT TENDER

In the event of a joint tender submitted by a group of economic operators and where the group does not have legal personality or legal capacity, one member of the group is appointed as leader of the group.

II.3 SEVERABILITY

Each provision of this PA is severable and distinct from the others. If a provision is or becomes illegal, invalid or unenforceable to any extent, it must be severed from the remainder of the PA. This does not affect the legality, validity or enforceability of any other provisions of the PA, which continue in full force and effect. The illegal, invalid or unenforceable provision must be replaced by a legal, valid and enforceable substitute provision which corresponds as closely as possible with the actual intent of the parties under the illegal, invalid or unenforceable provision. The replacement of such a provision must be made in good faith between the parties. The PA must be interpreted as if it had contained the substitute provision as from its entry into force.

II.4 PROVISION OF SERVICES AND SUPPLIES

II.4.1 All periods specified in the PA are calculated in calendar days, unless otherwise specified.

II.4.2 The Contractor must immediately inform the Commission of any changes in the exclusion situations as declared, according to Article 137 (1) of Regulation (EU) 2018/1046.

II.5 COMMUNICATION BETWEEN THE PARTIES

II.5.1 Form and means of communication

Any formal notification under the PA must:

(a) be made in writing in paper or electronic format in the language of the contract;

(b) bear the PA number and, if applicable, the Vaccine Order Form number;

(c) be made using the relevant communication details set out in Article I.9; and

(d) be sent by mail or email.

If a party requests written confirmation of an e-mail within a reasonable time, the other party must provide an original signed paper version of the communication as soon as possible.

The parties agree that any communication made by email has full legal effect and is admissible as evidence in judicial proceedings.

II.5.2 Date of communications by mail and email

Any communication is deemed to have been made when the receiving party receives it, unless this PA refers to the date when the communication was sent.

E-mail is deemed to have been received by the receiving party on the day of dispatch of that e-mail, provided that it is sent to the e-mail address indicated in Article I.9. The sending party must be able to prove the date of dispatch. In the event that the sending party receives a non-delivery report, it must make every effort to ensure that the other party actually receives the communication by email or mail. In such a case, the sending party is not held in breach of its obligation to send such communication within a specified deadline.

Mail sent to the Commission or the Participating Member State is deemed to have been received on the date on which the department responsible referred to in Article I.9 registers it.

Formal notifications are considered to have been received by the receiving party on the date of receipt indicated in the proof received by the sending party that the message was delivered to the specified recipient.

II.6 LIABILITY

II.6.1 During the term of this PA, [***].

II.6.2 [***].

II.6.3 The Commission and the Participating Member States shall [***]to mitigate both (1) the damages that would otherwise be recoverable from the other or the Contractor pursuant to this PA and the Vaccine Order Forms, and (2) any costs, fees, expenses or losses that may be incurred by the Commission or the Participating Member State, or for which the Contractor may be responsible, under this PA and/or any Vaccine Order Form, by taking appropriate and reasonable actions to reduce or limit the amount of such damages, costs, fees, expenses or losses.

II.6.4 Limits on liability

(i) Taking into account the unprecedented nature of the current COVID-19 situation and the exceptional circumstances under which the Vaccine shall be delivered, the parties explicitly agree that [***].

(ii) [***].

(iii) The Contractor shall not be liable for any breach or non-compliance of this PA solely and exclusively towards the Participating Member State or any third parties acting on its behalf, whenever that Participating Member State or third parties acting on its behalf acted in breach of the Participating Member State's obligations under this PA or any Vaccine Order Form;

(iv) The aggregate liability of the Contractor and its Affiliates towards the Commission arising out of or relating to this PA and/or the Vaccine Order Forms (whether arising contractually or extra-contractually), shall not exceed [***].

(v) The liability of the Contractor and its Affiliates towards the Participating Member States arising out of or relating to this PA and/or any Vaccine Order Form concluded with a Participating Member State (whether arising contractually or extra contractually), shall not exceed [***].

(vi) [***].

II.6.5 No limitation of liability

Nothing in this PA excludes or limits the liability of either party for:

[***]

II.6.6 Waiver of sovereign immunity

Each Participating Member State represents that it has adequate statutory or regulatory authority and adequate funding appropriation to undertake and completely fulfil the indemnification obligations pursuant to Article I.12 of this PA.

II.6.7 Recall

In the event of a recall of the Vaccine, [***].

II.7 CONFLICT OF INTEREST AND PROFESSIONAL CONFLICTING INTERESTS

II.7.1 The Contractor must take all the necessary measures to prevent any situation of conflict of interest or professional conflicting interest.

II.7.2 The Contractor must notify the Commission in writing as soon as possible of any situation that could constitute a conflict of interest or a professional conflicting interest during the Implementation of the PA. The Contractor must immediately take action to rectify the situation.

The Commission may do any of the following:

(a) verify that the Contractor's action is appropriate;

(b) require the Contractor to take further action within a specified deadline;

(c) decide not to award a Vaccine Order Form to the Contractor.

II.7.3 The Contractor must pass on all the relevant obligations in writing to:

(a) its personnel which is directly involved in the performance of this PA;

(b) any natural person with the power to represent it or take decisions on its behalf;

(c) third parties involved in the Implementation of the PA, including subcontractors.

The Contractor must also ensure that the persons referred to above are not placed in a situation which could give rise to conflicts of interest.

II.8 Representations and warranties

II.8.1 Mutual representations and warranties

The parties each represent and warrant to each other the following:

(i) Organization and authority. They have full right, power and authority to enter into this PA and to perform their respective obligations under this PA;

(ii) No conflicts or violations. The execution and delivery of this PA by such party and the performance of such party's obligations hereunder (i) do not conflict with or violate any laws existing as of the date of entry into force of the PA and applicable to such party and (ii) do not and will not conflict with, violate, breach or constitute a default under, and are not prohibited or materially restricted by, any [***] contractual obligations of such party; [***]; and

(iii) Valid execution. Such party is duly authorised to execute and deliver this PA, and the person executing this PA on behalf of such party is duly authorised to execute and bind such party to the terms set forth herein.

The above warranties shall also be given by the Participating Member States in respect of the Vaccine Orders Forms and their obligations contained therein.

II.8.2 Warranties of either party

The Contractor warrants to the Commission and the Participating Member States that:

[***]
[***]

In the event of any breach of the Contractor's warranties or undertakings relating to the Vaccine, the Commission's and the Participating Member States' [***]

The Commission and the Participating Member State warrant that the PA is awarded and each Vaccine Order Form is concluded in accordance with applicable Laws.

[***].

II.8.3 Anti-bribery/anti-corruption

The parties represent and warrant that, beyond the mutual consideration set forth in this PA, neither they nor their agents have provided or requested, or will provide or request, any additional incentive or benefit to or from the other party or its agents to induce either party to enter into this PA or perform any part of this PA.

The Contractor has not made, and will not make, in the performance of this PA directly or indirectly any payment, offer, promise, or authorisation of payment of money or anything of value to a government official, political party, candidate for 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.

II.8.4 No other warranty

Except to the extent set out expressly in this PA, all conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this PA (whether by statute, common law or otherwise) are hereby excluded to the fullest extent permitted by applicable Law. [***]

II.9 CONFIDENTIALITY

II.9.1 Neither the Commission, a Participating Member State nor the Contractor shall, at any time, without the disclosing party's prior written consent, disclose to any third party any of the other party's Confidential Information.

II.9.2 The Commission, the Participating Member State and the Contractor shall:

(a) use such Confidential Information solely for the purposes for which it was provided;

(b) take all reasonable precautions to prevent any unauthorised use or disclosure;

(c) not disclose or distribute any Confidential Information to any third party except as and to the extent authorised in writing to do so by the disclosing party.

II.9.3 The receiving party shall be permitted to disclose Confidential Information that is required or requested to be disclosed by a governmental authority pursuant to applicable law in connection with any other legal or administrative proceeding, provided that it (i) notifies the disclosing party of any such disclosure requirement or request as soon as practicable and (ii) furnishes only that portion of the Confidential Information which, in the opinion of the receiving party or their legal counsel, is responsive to such requirement or request and (iii) asks the court or other public body, if applicable, to treat the Confidential Information as confidential.

II.9.4 The receiving party shall disclose Confidential Information only to such of its representatives who have a need to know such Confidential Information to fulfil its obligations under this PA; provided, however, before any disclosure of Confidential Information, the receiving party shall bind its representatives receiving such Confidential Information to a written agreement of confidentiality at least as restrictive as contained in this PA; and prior to any disclosure, the receiving party shall instruct its representatives of the confidential nature of, and to maintain the confidentiality of, the Confidential Information. The receiving party shall be responsible for all actions of its representatives, including any breach of the terms hereof, regardless of whether or not such representatives remain employed or in contractual privity with the receiving party.

II.9.5 Notwithstanding the foregoing, in all cases, [***] the Contractor may disclose Confidential Information to their Affiliates without prior written consent of the Participating Member States.

II.9.6 The confidentiality obligations set out in this Article II.9 are binding on the Commission, the Participating Member State and the Contractor during the Implementation of the PA and for as long as the information or documents remain confidential unless:

(a) the disclosing party agrees to release the receiving party from the confidentiality obligation earlier;

(b) the Confidential Information or documents become public through other means than a breach of the confidentiality obligation;

(c) the applicable Law requires the disclosure of the Confidential Information or documents.

II.9.7 The Contractor must obtain from any natural person with the power to represent it or take decisions on its behalf, as well as from third parties involved in the implementation of the PA a commitment that they will comply with this Article. At the request of the Commission, the Contractor must provide a document providing evidence of this commitment.

II.9.8 Neither this PA 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 in its Confidential Information.

II.9.9 The provisions of this Article II.9 shall survive the termination or expiration of this PA for [***], except with respect to any information that constitutes a trade secret (as defined by the applicable Law), in which case the recipient of such information will continue to be bound by its obligations under this Article II.9 for so long as such information continues to constitute a trade secret, but in no event for a period of less than [***] specified above.

II.9.10 The Contractor acknowledges that the Commission is subject to requirements laid down under Regulation (EC) 1049/2001. The Commission commits that it will consult with the Contractor on any disclosure request concerning documents containing Confidential Information as provided for in Article 4(4) of said Regulation.

II.10 ANNOUNCEMENTS AND PUBLICITY

The parties shall consult together on the timing, contents and manner of any press release relating to the execution of this PA. Other than the foregoing, no party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this PA or a Vaccine Order Form, the wider transactions contemplated by them, or the relationship between the parties, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except (i) as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction; or (ii) on terms that are consistent and do not go further than the matters covered in any agreed press release. For clarity, unless consent is granted pursuant to this Article II.10, no announcement or disclosure will [***].

A party shall not use the name, trade name, service marks, trademarks, trade dress or logos of the other party in publicity releases, advertising or any other publication, without the other party's prior written consent in each instance, provided, however, that consent is granted for public announcements pursuant to above sub-clause (ii) in this Article II.10.

II.11 PROCESSING OF PERSONAL DATA

II.11.1 Processing of personal data by the Commission

Any personal data included in or relating to the PA, including its implementation, shall be processed in accordance with Regulation (EU) 2018/1725. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the PA by the data controller. For the purpose of this provision, the data controller for the Commission shall be the Director-General of the European Commission's Directorate-General for Health and Food Safety. The data protection notice is available at https://ec.europa.eu/info/data-protection-public-procurement-procedures_en.

The Contractor or any other person whose personal data is processed by the data controller in relation to this PA has specific rights as a data subject under Chapter III (Articles 14-25) of Regulation (EU) 2018/1725, in particular the right to access, rectify or erase their personal data and the right to restrict or, where applicable, the right to object to processing or the right to data portability.

Should the Contractor or any other person whose personal data is processed in relation to this PA have any queries concerning the processing of its personal data, it shall address itself to the data controller. They may also address themselves to the Data Protection Officer of the data controller. They have the right to lodge a complaint at any time to the European Data Protection Supervisor.

II.11.2 Processing of personal data by the Contractor

The processing of personal data by the Contractor shall meet the requirements of Regulation (EU) 2016/679 and be processed solely for the purposes set out by the controller.

II.12 SUBCONTRACTING

II.12.1 The Contractor may not subcontract and have the PA implemented by third parties beyond the third parties already mentioned in its tender [***].

II.12.2 In the case of subcontracting, the Contractor remains bound by its contractual obligations and is solely responsible for the implementation of the PA.

II.12.3 The Contractor must ensure that the subcontract does not affect the rights of the Commission and the Participating Member States under this PA.

II.13 [***]AMENDMENTS

II.13.1 Any amendment to the PA or a Vaccine Order Form must be made in writing before all contractual obligations have been fulfilled. A Vaccine Order Form does not constitute an amendment to the PA.

II.13.2 No amendment can make changes to the PA or a Vaccine Order Form that might alter the initial conditions of the procurement procedure or result in unequal treatment of tenderers or contractors.

II.14 ASSIGNMENT

Neither this PA nor any interest hereunder will be assignable by a party without the prior written consent of the other party, except as follows: [***]. Neither this PA nor any interest hereunder will be assignable by a party without the prior written consent of the other party, except as follows: Force majeure

II.14.1 If a party is affected by Force majeure, it must immediately notify the other party, stating the nature of the circumstances, their likely duration and foreseeable effects.

II.14.2 A party is not liable for any delay or failure to perform its obligations under the PA or Vaccine Order Form if that delay or failure is a result of Force majeure. [***].

II.14.3 The parties must take all necessary measures to limit any damage due to Force majeure and shall use commercially reasonable efforts to avoid or minimize the delay in performance of their respective obligations affected by Force majeure.

II.15 SUSPENSION OF THE IMPLEMENTATION OF THE PA

II.15.1 Suspension by the Contractor

If the Contractor or a Participating Contractor Affiliate is affected by Force majeure, it may suspend the provision of the services under a Vaccine Order Form.

The Contractor or the Participating Contractor Affiliate must immediately notify the Commission of the suspension. The notification must include a description of the Force majeure and state when the Contractor or the Participating Contractor Affiliate expects to resume the provision of services.

The Contractor or the Participating Contractor Affiliate must notify the Commission as soon as it is able to resume performance of the Vaccine Order Form, unless the Commission has already terminated the PA or the Vaccine Order Form.

II.15.2 Suspension by the Commission or the Participating Member State

Pursuant to the Financial Regulation, the Commission or the Participating Member State may suspend the implementation of the PA or performance of a Vaccine Order Form or any part of it:

(a) if the procedure for awarding the PA or a Vaccine Order Form or the implementation of the PA proves to have been subject to Irregularities, Fraud (in the sense of the Financial Regulation) or breach of obligations;

(b) in order to verify whether the presumed Irregularities, Fraud (in the sense of the Financial Regulation) or breach of obligations have actually occurred.

The Commission or the Participating Member State in question must formally notify the Contractor of the suspension and the reasons for it. Suspension takes effect on the date of formal notification, or at a later date if the formal notification so provides.

The Commission or the Participating Member State in question must notify the Contractor as soon as the verification is completed whether:

(a) it is lifting the suspension; or

(b) it intends to terminate the PA or a Vaccine Order Form under Article II.16.1. (f) or (i).

The Contractor is not entitled to compensation for suspension of any part of the PA or a Vaccine Order Form. For the avoidance of doubt, the Contractor shall not be under any obligation to deliver any Contracted Doses or the Additional Order during the suspension period, and the Delivery Schedule shall be adjusted to take into account the period of such suspension. Equally for the avoidance of doubt, the Contractor shall complete the delivery of any Contracted Doses or Additional Order that were already in transit on the date of the formal notification or at the later date indicated in the formal notification.

II.16 TERMINATION OF THE PA

II.16.1 Grounds for termination by the Commission

The Commission may terminate the PA or the Participating Member State may terminate any on-going Vaccine Order Form (depending on whether the event affects the PA or the Vaccine Order Form) solely in the following circumstances:

(a) [***].
(b) if the Contractor does not implement the PA or perform the Vaccine Order Form in accordance with material aspects of the PA or the Vaccine Order Form (as applicable) or is otherwise in material breach of another substantial contractual obligation;
(c) [***].
(d) if the Contractor or any person that assumes unlimited liability for the debts of the Contractor is in one of the situations provided for in points (a) and (b) of Article 136(1) of the Financial Regulation[5];
(e) if the Contractor or any Related person is in one of the situations provided for in points (c) to (h) of Article 136(1) or Article 136(2) of the Financial Regulation;
(f) if the procedure for awarding the PA or the implementation of the PA proves to have been subject to Irregularities, Fraud (in the sense of the Financial Regulation) or breach of obligations;
(g) if the Contractor is in a situation that does constitute a Conflict of interest or a Professional conflicting interest which would have a material adverse impact on the performance of the PA;
(h) in case of a change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046 that calls into question the decision to award the contract;
(i) [***].

II.16.2 Grounds for termination by the Contractor

The Contractor may terminate the PA or any on-going Vaccine Order Form solely in the following circumstances:

(a) if the Commission or the Participating Member State does not implement the PA or does not perform the Vaccine Order Form in accordance with material aspects of the

[5] Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012. OJ L 193 of 30.7.2018, p.1 https://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1549759165304&uri=CELEX:32018R1046

PA or the Vaccine Order Form (as applicable) or is otherwise in material breach of another substantial contractual obligation, [***].

II.16.3 Procedure for termination

A party must formally notify the other party of its intention to terminate the PA or a Vaccine Order Form and the grounds for termination.

The other party has [***]following the date of receipt to submit observations, including the measures it has taken or will take to continue fulfilling its contractual obligations. Failing that, the decision to terminate becomes enforceable the day after the time limit for submitting observations has elapsed in the event the grounds giving rise to termination have not been cured.

If the other party submits observations, the party intending to terminate must formally notify it.

II.16.4 Effects of termination

[***] of the date of termination, the Contractor must submit any invoice required for services that were provided before the date of termination.

The termination or expiration of this PA shall not affect the survival and continuing validity of Articles I.1, I.2, I.4, I.6.2 (so far as it concerns resale and donation), I.6.7, I.6.9, I.6.11, I.6.12, I.6.14, I.6.16, I.7 to I.9, I.11 to I.14, II.3, II.5, II.6, II.8.2, II.8.4, II.9 to II.11, II.15, II.17.4, II.18 to II.28, Attachment 3 (Delivery Specification) and Attachment 5 (Return and Disposal of Product Materials) or of any other provision which is expressly or by implication intended to continue in force after such termination or expiration.

Expiry or termination of this PA for any reason shall be without prejudice to either party's other rights and remedies or to any accrued rights and liabilities as the date of such expiry or termination; [***].

II.17 INVOICES, VALUE ADDED TAX AND E-INVOICING

II.17.1 Invoices and value added tax

Invoices must contain the Contractor's or the Participating Contractor Affiliate's (or leader's in the case of a joint tender) identification data, the amount, the currency and the date, as well as the PA reference and reference to the Vaccine Order Form.

Invoices must indicate the place of taxation of the Contractor or the Participating Contractor Affiliate (or leader in the case of a joint tender) for value added tax (VAT) purposes and must specify separately amounts not including VAT and amounts including VAT.

It is understood and agreed between the parties that any prices stated under this PA and Vaccine Order Form are exclusive of any VAT or similar tax and all other taxes which are incurred as a result of manufacturing and supplying the Product (including custom duties, levies and charges and all local taxes) (**"Taxes"**), which shall be added thereon as applicable. Where Taxes are properly chargeable on any amounts payable under this PA or Vaccine Order Form, the party making the payment will pay the amount of Taxes, as specified on the invoice, in accordance with the laws and regulations of the country in which the Taxes are chargeable.

[***]

II.18 PAYMENTS AND GUARANTEES

II.18.1 Date of payment

The date of payment is deemed to be the date on which [***]

II.18.2 Currency

Payments are made in euros or, for non-Eurozone countries, the local functional currency of the Participating Member State. For non-Eurozone countries, the Vaccine Order Form shall set forth the Delivery Price in the local functional currency converted from euro at the exchange rate existing one (1) day prior to the Effective Date of the PA as of 4:00pm London time published in Bloomberg FX Fixings (BFIX), such rates being found via Bloomberg or the website www.bloomberg.com/markets/currencies/fx-fixings.

II.18.3 Costs of transfer

The costs of the transfer are borne as follows:

(a) the Commission or the Participating Member State in question bears the costs of dispatch charged by its bank;
(b) the Contractor or the Participating Contractor Affiliate bears the costs of receipt charged by its bank;
(c) the party causing repetition of the transfer bears the costs for repeated transfer.

II.18.4 Suspension of the time allowed for payment

The Commission or the Participating Member State in question may suspend the payment periods specified in Article I.8 at any time by notifying the Contractor or the Participating Contractor Affiliate (or leader in the case of a joint tender) that its invoice cannot be processed.

[***]
[***]
[***]

.

Suspension takes effect on the date the Commission or the Participating Member State in question sends the notification. The remaining payment period resumes from the date on which the requested information or revised documents are received or the necessary further verification, including on-the-spot checks, is carried out. [***] .

II.18.5 Interest on late payment

On expiry of the payment periods specified in Article I.8, the Contractor or the Participating Contractor Affiliate (or leader in the case of a joint tender) is entitled to interest on late payment at the higher of (a) the rate applied by the European Central Bank for its main refinancing operations in euros (the reference rate) [***] (or such centralized bank reference rate set forth

in the Vaccine Order Form) and (b) [***] The reference rate is the rate in force, as published in the C series of the Official Journal of the European Union, on the first day of the month in which the payment period ends.

Suspension of the payment period as provided for in Article II.18.4 is not considered as giving rise to late payment.

Interest on late payment covers the period running from the day following the due date for payment up to and including the date of payment as defined in Article II.18.1.

II.19 RECOVERY

II.19.1 Recovery procedure

In all cases where the recovery procedure as described in the Financial Regulation applies, the parties shall follow the procedure set out in this Article.

Before recovery, the Commission or the Participating Member State in question must formally notify the Contractor of its intention to recover the amount it claims, specifying the amount due and the reasons for recovery and inviting the Contractor to make any observations [***].

If no observations have been submitted or if, despite the observations submitted, the Commission or the Participating Member State in question decides to pursue the recovery procedure, it must confirm recovery by formally notifying a debit note to the Contractor, specifying the date of payment. The Contractor must pay in accordance with the provisions specified in the debit note.

If the Contractor does not pay by the due date, the Commission or the Participating Member State in question may, after informing the Contractor in writing, recover the amounts due:

(a) by offsetting them against any amounts owed to the Contractor by the Commission or the Participating Member State in question;
(b) by taking legal action.

II.19.2 Interest on late payment

If the Contractor does not honour the obligation to pay the amount due by the date set by the Commission or the Participating Member State in question, the amount due bears interest at the rate indicated in Article II.18.5. Interest on late payments will cover the period starting on the day after the due date for payment and ending on the date when the Commission or the Participating Member State in question receives the full amount owed.

Any partial payment is first entered against charges and interest on late payment and then against the principal amount.

II.20 CHECKS AND AUDITS

II.20.1 The Commission and the European Anti-Fraud Office may check or require an audit on the implementation of the PA. This may be carried out either by OLAF's own staff or by any outside body authorised to do so on its behalf, provided that the auditor may not be a competitor of the Contractor.

Such checks and audits may be initiated at any moment during business hours during the provision of the services and up to [***] starting from the payment of the balance of the last specific contract issued under this PA.

The audit procedure is initiated on the date of receipt of the relevant letter sent by the Commission. Audits are carried out on a confidential basis.

II.20.2 The Contractor must keep all original documents stored on any appropriate medium, including digitised originals if authorised under national law, for a period of [***] starting from the payment of the balance of the last specific contract issued under this PA.

II.20.3 The Contractor must grant the appropriate right of access to sites and premises where the PA is implemented, [***] , needed to conduct such checks and audits. The Contractor must ensure that the information is readily available at the moment of the check or audit and, if so requested, that information is handed over in an appropriate format. The auditor must, insofar possible, comply with all applicable and reasonable security measures notified to Commission by the Contractor subject to this not creating any material obstacles for the performance of the auditor's tasks.

II.20.4 On the basis of the findings made during the audit, a provisional report is drawn up. The Commission or its authorised representative must send it to the Contractor, who has [***] following the date of receipt to submit observations. The Contractor must receive the final report within [***] following the expiry of the deadline to submit observations.

On the basis of the final audit findings, the Participating Member State in question may recover all or part of the payments made in accordance with Article II.19 and may take any other measures which it considers necessary.

II.20.5 In accordance with Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspection carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office, the European Anti-Fraud Office may carry out investigations, including on the spot checks and inspections, to establish whether there has been fraud, corruption or any other illegal activity under the contract affecting the financial interests of the Union. Findings arising from an investigation may lead to criminal prosecution under national law.

The investigations may be carried out at any moment during the provision of the services and up to [***] starting from the payment of the balance of the last specific contract issued under this PA.

II.20.6 The Court of Auditors and the European Public Prosecutor's Office established by Council Regulation (EU) 2017/19398 ('the EPPO') have the same rights as the Commission, particularly right of access, for the purpose of checks, audits and investigations.

II.21 RELATIONSHIP OF THE PARTIES

The relationship hereby established between the Contractor and the Commission is solely that of independent contractors. Neither party has authority to act or make any agreements or representations on behalf of the other party. This PA is not intended to create, and shall not be construed as creating, between the parties, the relationship of principal and agent, employer and employee, joint venturers, co-partners, or any other such relationship, the existence of which is expressly denied.

II.22 Waiver

A waiver by any party of any term or condition of this PA in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies specified in this PA shall be cumulative and in addition to any other remedies provided at Law or in equity, except where expressly otherwise agreed.

II.23 Further documents

Each party hereto agrees to execute such further documents and take such further steps as may be reasonably necessary or desirable to effectuate the purposes of this PA.

II.24 Headings

Headings of Articles or other parts of this PA are included herein for convenience of reference only and shall not constitute a part of this PA or change the meaning of this PA.

II.25 Electronic Delivery and Storage

Delivery of a signed PA by reliable electronic means, including facsimile or email (with receipt electronically confirmed), shall be an effective method of delivery of the executed PA. This PA may be stored by electronic means and either an original or an electronically stored copy of this PA can be used for all purposes, including in any proceeding to enforce the rights or obligations of the parties to this PA.

II.26 Entire Agreement

This PA, together with any Annexes and Attachments, which are hereby incorporated by reference, constitute the entire agreement of the parties with respect to its subject matter and merges and supersedes all prior discussions and writings with respect to thereto.

II.27 Costs

Each party will bear its own legal costs in preparing and concluding this PA.

ANNEX I: VACCINE ORDER FORM

This Vaccine Order Form is submitted by:

[*The Government of [•]*] (the "**Participating Member State**"), represented for the purposes of signing this Vaccine Order Form by [forename, surname, function, department of authorising officer],

to:

Pfizer Inc, incorporated in Delaware (Registration Number 0383416) 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 (Amstgericht) 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 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 [•] 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 and I.6.2 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) 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. [***].
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: **[Note:** Include any additional details concerning the supply here.]

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 [***].

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 [insert amount] number of doses of [Contracted Doses] [Additional Order] of the Vaccine, on the basis of the following delivery schedule:

[***]

b. The price of [Contracted Doses] [Additional Order] is [***].

The total amount payable by the Participating Member State for the [Contracted Doses] [Additional Order] is [insert amount]. [***].

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

[insert]

d. Payment shall be made in the following currency pursuant to the provisions of Article II.19.2 of the PA: [to be completed]

e. Details for notices

Participating Member State:

[Name of Participating Member State]
[Full official address of Participating Member State]
[Full name of addressee physical person (contact person)]
[Function of addressee physical person (contact person)]
E-mail: [complete email of addressee physical person (contact person)]

Contractor:

[Add details]

(Signature page follows)

SIGNATURES

For the **Participating Member State**,

[forename/surname/position]

Signature:_____

Done at [place], [date]

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.

ANNEX II: AGREEMENT BETWEEN THE COMMISSION AND MEMBER STATES ON PROCURING COVID-19 VACCINES ON BEHALF OF THE MEMBER STATES AND RELATED PROCEDURES, ANNEXED TO THE COMMISSION DECISION C(2020) 4192 FINAL OF 18 JUNE 2020

Agreement

Preamble

Having regard to Article 4(5)(b) of Council regulation (EU) 2016/369 on the provision of emergency support within the Union1as amended by Council regulation (EU) 2020/521 of 14 April 2020 activating the emergency support under regulation (EU) 2016/369, and amending its provisions taking into account the COVID-19 outbreak (hereinafter "ESI" or "ESI regulation

***

The European Commission ("the Commission")

and

The following Member States: (XXX), hereinafter referred to as "the Participating Member States"

Together referred to as "the Parties"

Agree on the Following:

Article 1: Objective and mandate of the Commission

On the basis of the present agreement, the Commission is mandated to conclude, on behalf of the Participating Member States, Advance Purchase Agreements ("APA") with vaccine manufacturers with the objective to procure vaccines for the purposes of combatting the COVID 19 pandemic at Union level.

The Annex to this agreement sets out the negotiating directives for this purpose.

Article 2: Acquisition of vaccine doses

It is the Participating Member States, and not the Commission, that shall acquire vaccine doses from the manufacturers on the basis of the APAs unless otherwise agreed. All relevant vaccination policies shall therefore remain matters for the Participating Member States.

Article 3: APAs containing a right to acquire vaccine doses

Where the Commission concludes an APA in conformity with the present agreement that provides the right for the Participating Member States to acquire vaccine doses, the use of such a right shall take place by means of the conclusion of contracts between the Participating Member States and the vaccine manufacturers. There shall be no obligation for any Participating Member State to conclude such a contract on the basis of the APA. The APA shall contain a clause to this end.

Article 4: APAs containing an obligation to acquire vaccine doses

Where the Commission intends to conclude, in conformity with the present agreement, an APA containing an obligation to acquire vaccine doses, it shall inform the Participating Member States of such intention and the detailed terms. In case a Participating Member State does

not agree with the conclusion of an APA containing an obligation to acquire vaccine doses or its terms, it has the right to opt out by explicit notification to the Commission within 5 working days after the Commission has communicated its intention to conclude the APA. All Participating Member States not having opted out within the period of 5 working days are deemed to have authorised the Commission to negotiate and conclude the APA with the vaccine manufacturer in their name and on their behalf.

Article 5: The legally binding nature of APAs

Once concluded, the terms of the APA shall be legally binding on the Participating Member States, except for those who have exercised their right to opt out.

Article 6: Responsibility and liability

The present Agreement regulates only the division of potential liability and indemnification between the Commission and the Participating Member States. It does not regulate the extent to or the conditions under which potential liability of the vaccine manufacturer may be taken over or indemnified under the APAs.

The Commission shall be exclusively responsible for the procurement process and the conclusion of APAs including any liability arising out of the conduct of the negotiations.

Participating Member States acquiring a vaccine shall be responsible for the deployment and use of the vaccines under their national vaccination strategies, and shall bear any liability associated with such use and deployment. This shall extend to and include any indemnification of vaccine manufacturers under the terms and conditions of the relevant APA for liability related to the use and deployment of vaccines normally borne by such manufacturer.

Article 7: Obligation not to negotiate separately

By signing the present Agreement, the Participating Member States confirm their participation in the procedure and agree not to launch their own procedures for advance purchase of that vaccine with the same manufacturers.

In case an APA containing an obligation to acquire vaccine doses has been concluded with a specific manufacturer, the Member States having made use of the opt-out provided under the present Agreement can enter into separate negotiations with the same manufacturer after the APA under the present Agreement has been signed.

Annex

Initial considerations

A permanent solution to the COVID-19 crisis is most likely to be brought about by the development and deployment of a safe and effective vaccine against the virus. Every month gained in the deployment of a vaccine will save many lives, many jobs and billions of euros.

Therefore, it is the objective of the present Agreement that the EU takes steps to secure sufficient supplies of a safe and effective vaccine for Member States.

Structure and purpose of the procurement

Work on a COVID-19 vaccine is challenging for many reasons: the shortened development timeframe, the large upfront costs for manufacturers, the high failure rate during clinical trials. If vaccine producers follow their usual practice of making investments in production capacity

only when they are sure of a viable product, this will result in considerably longer waiting times for a vaccine. Investments need to be made now in order to ensure that vaccines are being produced at the scale required as early as possible.

Under the present agreement, this challenge will be addressed through concluding EU-level Advance Purchase Agreements ("APA") with vaccine manufacturers when necessary, to secure access to vaccine candidates where they are successful, including up-front EU financing to de-risk essential investments to increase the speed and scale of manufacturing successful vaccines. Funding for the up-front payments will come from the Emergency Support Instrument (ESI).

The Parties understand that developing a safe and effective vaccine is a highly complex process and the risk of failure in any such venture is very high. Therefore, the aim is to put in place APAs with a number of manufacturers of leading vaccine candidates, to maximise the chances of having access to at least one successful vaccine.

The Commission will invite all vaccine manufacturers to manifest interest. In general, the Commission will give priority to negotiating specific APAs with those manufacturers that (a) have entered or have firm plans to enter clinical trials still in 2020, (b) have the capacity to develop a successful vaccine and (c) have a proven capacity to produce at scale already in 2021.

Process and governance

In order to run the procurement centrally and efficiently, the European Commission will set up a steering board for the process subject to Article 6 of the present Agreement. It will be co-chaired by the European Commission and a Participating Member State with experience in the negotiations and production capacities for vaccines. The steering board will include senior officials from all Participating Member States to assist and provide guidance throughout the evaluation process.

The co-chairs of the steering board will propose a team of a limited number of experts with relevant experience for the ongoing negotiations from six Participating Member States with production capacities for vaccines. These experts will join with the European Commission in a negotiation team ("joint negotiation team"), which will work on a continuous basis as one unit. That joint negotiation team will start work immediately building on previous contacts with individual companies by the European Commission and Participating Member States. In order to launch negotiations with a specific manufacturer, there needs to be support from at least four Participating Member States. The joint negotiation team will make its best effort to take the advice of the steering board into account in the negotiations and will report back to the steering board on a regular basis on the progress made in negotiating with individual companies.

For compliance with the applicable rules, all members of the steering board and the joint negotiation team will obtain the status of experts associated to the procurement process as provided in the Financial Regulation. Given their access to highly sensitive business information, all those members will be required to sign strict confidentiality and no-conflict-of-interest agreements.

Assisted by the steering board, the European Commission will then decide which of the resulting APAs should be concluded, in particular if financing under ESI is insufficient to finance all relevant packages. The Commission will only consider those APAs for financing where at least four Participation Member States have expressed agreement. Before making any final decisions, the Commission will seek independent scientific advice on the state of progress and the available data on quality, safety and efficacy for the vaccine candidate in question.

Should financing under ESI be insufficient, Participating Member States can decide to top up ESI funding to make up the gap to finance all packages. In such a case where there are opportunities to conclude further APAs but money from ESI is no longer sufficient, Participating Member States will

have the opportunity to express their interest in such opportunities. If at least four Participating Member States express interest, those Participating Member States will make use of the possibility of a voluntary contribution to ESI to the required amount allowing the Commission to proceed with signing the APA only on behalf of those Member States that have expressed interest and contributed the funds to ESI.

For full transparency, the European Commission will report to the IPCR at least once every two weeks on overall progress more generally.

Advanced Purchase Agreements and conditions

To conclude APAs, the joint negotiating team will negotiate funding packages with individual vaccine producers in return for the right to buy a specific number of vaccine doses in a given timeframe and at a certain price.

As outlined in the present Agreement, the European Commission also has the possibility to conclude APAs including an obligation to procure the vaccine if it becomes available, where the conditions (notably the pricing) of those APAs make this worthwhile and in line with the conditions in the present Agreement. If in such a case the distinction between upfront payments and purchase price is difficult to draw, the Commission will share the total cost related to the vaccine purchase but will in any case contribute no more than 50% of the total cost.

Funding provided up front will be considered as an advance payment for any eventual purchase by Member States, thus reducing the amount that Member States will have to pay when eventually purchasing that vaccine.

The up-front payments under the APAs shall be used by manufacturers to de-risk the necessary investments related to both vaccine development and clinical trials, and the preparation of the at-scale production capacity along the entire vaccine production value chain in the EU required for a rapid deployment of millions of doses of an eventual vaccine. The relevant payments should be structured according to the need of the manufacturer, but subject to the state of the vaccine development, in particular relying on transparency of the associated clinical data and its assessment, at the time of payment. This is in order to avoid obligations to pay in situations where the development work has shown a vaccine candidate likely to be unsuccessful.

The purchase price of the vaccine, as well as the amount of funding provided up front will take into account a transparent estimation of production costs (supported by independent audits where available), as well as the resources already granted from other public sources. Under the APA, the manufacturer can be asked to provide ex post proof supported by independent audits concerning the activities financed by these payments.

The aim of the negotiation is to conclude APAs with individual companies under the best possible conditions. These APAs should specify details with respect to:

a) Payments to be made, such as payment amounts, payment schedules, type of payments requested and the use of those payments related to de-risk investment, financing clinical trials, providing working capital and scaling-up production capacity;
b) Delivery details of the vaccine if successful, such as price per person immunised (or alternatively, number of doses required per person immunised and price per dose), quantity of doses to be delivered and delivery timeline following approval;

and

c) Any other relevant conditions, such as production capacity built or used in the EU or liability arrangements.

For liability arrangements, the joint negotiation team will make its best effort to limit what is required by individual companies for the purpose of indemnification to be included in the terms and conditions of the APA.

The APAs will contain provisions to clarify the law applicable to both the APA and resulting purchase orders as well as the competent courts. The Participating Member States agree that each APA negotiated by the Commission on their behalf with a vaccine manufacturer will have the same applicable law for all Participating Member States, and that the courts corresponding to that applicable law will be competent to hear disputes arising from that APA.

When taking a decision to finance individual APAs, the European Commission, in consultation with the steering board, will take into account the following elements: any available data on quality, safety and efficacy of the vaccine at time of negotiation of the contract, speed of delivery at scale, cost, risk-sharing, diversification of technologies, capacity to supply through development of production capacity within the EU, possible flexible future use of any capacity funded, engagement at an early stage with EU regulators with the intention to apply for an EU marketing authorisation for the candidate vaccine(s), commitment to supply vulnerable countries.

The procedure outlined above complies with the ESI Regulation and the Financial Regulation. The latter is aligned to the European procurement Directives, which also provide the basis for national procurement rules. Participating Member States may rely on the procedure run by the European Commission to directly purchase vaccines from the manufacturers as and when any of the vaccines becomes available based on the conditions laid down in the APA. Access to vaccine doses will be allocated to Participating Member States according to the population distribution key.

In the negotiations with the pharmaceutical industry under the present Agreement, the Commission will promote a Covid-19 vaccine as a global public good. This promotion will include access for low and middle income countries to these vaccines in sufficient quantity and at low prices. The Commission will seek to promote related questions with the pharmaceutical industry regarding intellectual property sharing, especially when such IP has been developed with public support, in order to these objectives. Any vaccines available for purchase under the APAs concluded but not needed and purchased by Participating Member States can be made available to the global solidarity effort.

ANNEX III: PARTICIPATING MEMBER STATES

Federal Republic of Germany
French Republic
Italian Republic
Kingdom of Spain
Republic of Austria
Hellenic Republic
Republic of Cyprus
Republic of Malta
Kingdom of Denmark
Kingdom of Sweden
Republic of Finland
Ireland
Portuguese Republic
Kingdom of Belgium
Grand Duchy of Luxembourg
Kingdom of the Netherlands
Republic of Poland
Romania
Republic of Bulgaria
Republic of Slovenia
Republic of Croatia
Czech Republic
Hungary
Slovak Republic
Republic of Lithuania
Republic of Latvia
Republic of Estonia

ANNEX IV: SUBCONTRACTORS

[***]

[***]

[***]

[***]

ANNEX V – PARTICIPATING CONTRACTOR AFFILIATES

Country	Participating Contractor Affiliate
Germany	BioNTech Europe GmbH
France	Pfizer SAS
Italy	Pfizer S.r.l.
Spain	Pfizer S.L.U.
Austria	Pfizer Corporation Austria GmbH
Greece	Pfizer Hellas SA
Cyprus	Pfizer Export B.V.
Malta	Pfizer Export B.V.
Denmark	Pfizer ApS
Sweden	Pfizer Innovations AB
Finland	Pfizer Finland Oy
Ireland	Pfizer Healthcare Ireland
Portugal	Pfizer Biofarmacêutica Sociedade Unipessoal, Lda
Belgium	Pfizer SA
Luxembourg	Pfizer Luxembourg S.A.R.L.
Netherlands	Pfizer B.V.
Poland	Pfizer Export B.V. and Trading Polska sp. z o.o.
Romania	Pfizer Romania SRL
Bulgaria	Pfizer Export B.V.
Slovenia	Pfizer Export B.V.
Croatia	Pfizer Export B.V.
Czech Republic	Pfizer, spol. s r.o.
Hungary	Pfizer Gyógyszerkereskedelmi Kft.
Slovakia	Pfizer Export B.V.
Lithuania	Pfizer Export B.V.
Latvia	Pfizer Export B.V.
Estonia	Pfizer Export B.V.

In addition, any Contractor Affiliate which is involved in the sale or distribution of Product which is resold or donated by a Participating Member State shall be deemed to be a Participating Contractor Affiliate.

THE SYMBOL "[***]" DENOTES PLACES WHERE CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (i) NOT MATERIAL, AND (ii) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF PUBLICLY DISCLOSED

TRON gGmbH
Freiligrathstraße 12
D - 55131 Mainz

TRON gGmbH, Freiligrathstraße 12, D-55131 Mainz

BioNTech SE
An der Goldgrube 12
55131 Mainz

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[***]
[***]

05.05.2021

Transfer of Source Code for MyMUT® Software Versions [***] on May 5th 2021

TRON gGmbH hereby transfers the full source code of the MyMUT® software versions [***] under the URL [***], encrypted zip archive (the "SOURCE CODE"); the key will be sent separately as a printout). With regard to the use of the data and the software by BioNTech SE, TRON recognizes that the software will be used for the so-called IVAC project.

Since the IVAC Supplementary Agreement dated January 1st 2015 between TRON and BioNTech expired on December 31st 2019 and no other related agreement between BioNTech SE and TRON gGmbH has been concluded so far, TRON hereby transfers these data (including inventions, rights to patent applications / patents and so-called trade secrets) subject to the rights of use to which TRON, TRON AFFILIATED COMPANIES and the respective cooperation partners are entitled in the IVAC Supplementary Agreement with the proviso that Sec. 6.4.1. of the Framework Collaboration Agreement ("WP5") between BioNTech SE and TRON gGmbH is applied as amended in Schedule 1, which amendment shall be effective solely for the purpose of this letter and the exploitation of the SOURCE CODE including any so called trade secret inventions contained in the SOURCE CODE. All other terms of the IVAC Supplementary Agreement shall remain unaffected. The parties further agree, via separate amendment, to extend the term of the IVAC Supplementary Agreement to Dec. 31st 2023.

BioNTech SE accepts this transfer under this letter agreement and recognizes the fulfillment of the obligations by TRON according to the IVAC Supplementary Agreement with regard to the above data.

Mainz, 06.05.2021

/s/ Michael Föhlings

Michael Föhlings

Mainz, 05.05.2021

/s/ Dr. Andrée Rothermel

Dr. Andrée Rothermel

/s/ Sierk Poetting

Sierk Poetting

Schedule 1
Amendment to Sec. 6.4.1. of the Framework Collaboration Agreement ("WP5")

This Amendment is agreed by the PARTIES for the sole purpose of regulating the remuneration payable by the relevant BIONTECH PARTY to TRON for the exploitation of a TRADE SECRET INVENTION to the extent any such TRADE SECRET INVENTION is part of the source code of the MyMUT® software versions L and M under the URL [***] encrypted zip archive (the "**SOURCE CODE**"). For this purpose only, Sec. 6.4.1 of the Framework Collaboration Agreement ("WP5") will read as follows:

"For the WP5 CONTRACTUAL PRODUCTS sold by it or its licensees (or sublicensees) to THIRD PARTIES which fall within the scope of protection of a VALID CLAIM of a WP5 PROJECT PATENT or a TRADE SECRET INVENTION, the BIONTECH PARTY shall pay TRON remuneration to the amount of

(i) [***] percent ([***]) of the WP5 CONTRACTUAL PRODUCT's NET SELLING PRICE up to an annual aggregate worldwide NET SELLING PRICE per WP5 CONTRACTUAL PRODUCT of [***] euro (€[***]); and

(ii) [***] percent ([***]) of the WP5 CONTRACTUAL PRODUCT's NET SELLING PRICE if the annual aggregate worldwide NET SELLING PRICE per WP5 CONTRACTUAL PRODUCT exceeds [***] euro (€[***]).

The aforementioned remuneration under this clause 6.4.1 shall be paid on a country-by-country basis for so long as the relevant WP5 CONTRACTUAL PRODUCT is covered by a VALID CLAIM of a WP5 PROJECT PATENT in the country of sale.

If a WP5 CONTRACTUAL PRODUCT falls within the scope of a TRADE SECRET INVENTION, it is the mutual expectation of the PARTIES that the exploitation of such TRADE SECRET INVENTION will be coherent and jointly together with the exploitation of one or more WP5 PROJECT PATENTS. Based on that understanding, the royalty pursuant to this clause 6.4.1 for the use of a TRADE SECRET INVENTION shall only be payable (x) if the relevant WP5 CONTRACTUAL PRODUCT also falls within the scope of protection of a VALID CLAIM of a WP5 PROJECT PATENT or, (y) in the event that the BIONTECH PARTY should exploit a TRADE SECRET INVENTION by entering into an agreement with a THIRD PARTY, if the relevant WP5 CONTRACTUAL PRODUCT also falls within the scope of protection of a VALID CLAIM of a patent (co)owned by such THIRD PARTY ("THIRD PARTY PATENT").

The royalty is payable, on a WP5 CONTRACTUAL PRODUCT-by- WP5 CONTRACTUAL PRODUCT basis, only once per WP5 CONTRACTUAL PRODUCT, even if a WP5 CONTRACTUAL PRODUCT falls within the scope of protection of several WP5 PROJECT PATENTS and/or TRADE SECRET INVENTIONS.

TRON

For the avoidance of doubt, the sentence in Sec. 6.4.1. of the Framework Collaboration Agreement "WP5") starting "*If such exploitation is undertaken…..*" shall be deleted in its entirety."

For all other purposes the original version of Sec. 6.4.1 shall remain unchanged, in full effect and shall not be affected by the aforementioned amendment.

● TRON – Translationale Onkologie an der Universitätsmedizin der Johannes Gutenberg-Universität Mainz gemeinnützige GmbH

Bankverbindung: Mainzer Volksbank eG, BAN: [***], BIC: [***]
Amtsgericht Mainz: HRB 45181 - **USt.-Id.Nr.:** [***]
[***],

THE SYMBOL "[***]" DENOTES PLACES WHERE CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (i) NOT MATERIAL, AND (ii) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF PUBLICLY DISCLOSED

AMENDMENT No 6

to

the License and Collaboration Agreement of 19th May 2015

by and between

BioNTech SE

and

Genmab A/S

[***]

This Amendment No 6 is made and entered into as of June 01, 2021 ("Amendment No 6 Effective Date") by and between BioNTech SE, a German corporation having its principal office at An der Goldgrube 12, 55131 Mainz, Germany ("Biontech") and Genmab A/S, CVR no. 21023884, a Danish corporation having its principal office at Kalvebod Brygge 43, DK-1560 Copenhagen V, Denmark, on the other side ("Genmab").

(for the purposes of this Amendment No 6, Biontech and Genmab each a "Party" and together the "Parties").

PREAMBLE

WHEREAS, Biontech and Genmab are parties to a certain License and Collaboration Agreement of 19th May 2015 as amended by:

1) the Amendment No 1 dated May 18, 2017, Amendment No 2 dated August 4, 2017, Amendment No. 3 dated May 18, 2018, Amendment No. 4 dated November 25, 2019, Amendment No 5 dated May 08, 2020,

2) the Side Letter dated January 8, 2016, a Side Letter No 2 dated May 13, 2016 (as amended by the Amendment No 1 to Side Letter No 2 dated May 19, 2017 as well as Amendment No 2 to Side Letter No 2 dated May 18, 2018 as well as Amendment No. 3 to the Side Letter No. 2 dated 18 August 2020), a Side Letter No 3 dated September 25, 2017, a Side Letter No 4 dated October 6, 2020, as well as

3) a Letter Agreement dated January 29, 2020, a Letter Agreement dated February 04, 2020 (as amended by Amendment of Letter Agreement dated June 29, 2020) and a Letter Agreement dated November 11, 2020 with an effective date of September 10, 2020

(jointly referred to as the "Agreement");

WHEREAS, Biontech and Genmab wish to adjust the FTE rate;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree to amend the Agreement as follows:

1. DEFINITIONS

1.1. Except as otherwise defined herein, the words and phrases in the Agreement shall have the same meaning in this Amendment No 6.

1.2. "Amendment No 6" shall mean this Amendment No 6 to the Agreement.

1.3. "Amendment No 6 Effective Date" shall have the meaning set forth in the first paragraph on the second page of this Amendment No 6.

1.4. References to "Sections" refer to sections of the Agreement and references to "clauses" refer to clauses of this Amendment No 6.

2. AGREED AMENDMENTS

2.1. The Parties agree to amend the Agreement as follows:

2.1.1. Section 7.2 of the Agreement is deleted in its entirety and replaced by the below new Section 7.2 with retroactive effect from the Effective Date:

> *"7.2* ***FTE Rate.*** *The Parties agree that the mutual annual rate per FTE of either Party who performs research, Development, consultation or support work under any Research or Development Plan is as follows:*
>
> *a. Up until and including 18th May 2018:* [***].
>
> *b. From and including 19th May 2018 up until and including 30 March 2019.* [***].
>
> *c. From and including 1 April 2019 up until and including 30 March 2020:* [***].
>
> *d. From and including 1 April 2020 up until and including 30 June 2020:* [***].
>
> *e. From and including 1 July 2020 up until and including 31 December 2020:* [***].
>
> *f. From and including 1 January 2021 up until and including 31 December 2021:* [***].
>
> *g. From and including 1 January 2022 and onwards:* [***] [***] *which shall be adjusted on an annual basis in accordance with the following sentence.* [***].

[***]

3. MISCELLANEOUS

3.1. Save as set forth in this Amendment No 6, all other terms and conditions of the Agreement shall remain in full force and effect.

3.2. This Amendment No 6 shall form an integral part of the Agreement and shall be regarded as incorporated into the Agreement in every respect as from the relevant dates stated above.

3.3. The Agreement and this Amendment No 6 constitute the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. In the event of any conflict, ambiguity or inconsistency between the provisions of this Amendment No 6 and the Agreement, the provisions of this Amendment No 6 shall prevail. Except as specifically modified by this Amendment No 6, the remainder of the terms of the Agreement shall remain in full force and effect, unamended.

3.4. This Amendment No 6 and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales without reference to its conflict of laws provisions.

3.5. This Amendment No 6 may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of the Amendment No 6.

3.6. The Parties agree that this Agreement can be signed using a DocuSign® electronic signature. Such electronic signature is the legally binding equivalent to a Party's handwritten signature and it has the same validity, enforceability and meaning as a handwritten signature and the Parties hereby waive any objection to the contrary.

Signature

[***]

IN WITNESS WHEREOF, authorized representatives of the Parties have duly executed this Amendment No 6 as of the Amendment No 6 Effective Date.

BioNTech SE:		**Genmab A/S**	
Date:	01.06.2021 03.06.2021	Date:	09-Jun-2021
Signature	[***] [***]	Signature:	[***]
	Sierk Poetting Sean Marett		
Print name:		Print name:	Anthony Mancini
Title:	Managing Director Managing Director	Title:	EVP & COO

CONFIDENTIAL
Execution version

THE SYMBOL "[***]" DENOTES PLACES WHERE CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (i) NOT MATERIAL, AND (ii) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF PUBLICLY DISCLOSED

AMENDED & RESTATED DEVELOPMENT AGREEMENT

This amended and restated development agreement (this ***Agreement***) is effective as of July 7, 2021 (the ***Effective Amendment Date***) and entered into by and between Sanofi, having a place of business at 54, rue La Boétie, 75008 Paris, France (***Sanofi***), and BioNTech RNA Pharmaceuticals GmbH, having a place of business at An der Goldgrube 12, 55131 Mainz, Germany (***Biontech***). Sanofi and Biontech shall each individually be referred to herein as a ***Party***, and shall be referred to together as the ***Parties***.

RECITALS

A. On November 2 nd, 2015, as amended by an amendment letter dated December 14th, 2017, the Parties entered into a Collaboration and License Agreement (the ***License Agreement***) with the desire to collaborate in the research, development and commercialization of RNA-based therapeutics for the treatment of cancer.

B. Under the License Agreement, a Mixture named Licensed Product #1 (as further defined below) has been approved by the Joint Steering Committee as a Licensed Product Candidate in accordance with Section 2.8 of the License Agreement.

C. On [***], Sanofi selected Licensed Product #1 as the first Licensed Product for further Development and Commercialization in accordance with Section 2.9 of the License Agreement and on [***] Biontech exercised its option to co-Develop and to co-Commercialize Licensed Product #1 in the Field in the Biontech Territory in accordance with Section 4.1 of the License Agreement.

D. The Parties entered into a Development Agreement (the "Original Agreement") on March 29, 2018 in order to jointly Develop Licensed Product #1 in the Field.

E. The Parties hereby wish to amend and restate the Original Agreement in order to address intellectual property rights relating to [***] formulations as well as the corresponding license grants. This Agreement constitutes the Development agreement with respect to Licensed Product #1 under Section 4.1.1 of the License Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth below, the Parties hereby agree as follows:

1. Definitions.

Capitalized terms used in this Agreement shall have the meanings as defined herein, provided that capitalized terms which are used but not defined herein shall have the meanings ascribed to them in the License Agreement.

1.1 ***Additional Co-Development Costs*** is defined in Section 6.3.A.

1.2 ***Approved Co-Development Third Party*** means a Third Party subcontractor or other Third Party engaged by a Party to perform or assist with any of such Party's obligations under this Agreement, and which (a) is listed in Schedule A; or (b) has been approved by the Joint Project Team under Section 6.2(h).

1.3 ***Binding Budget*** is defined in Section 3.3.1.

1.4 ***Biontech Co-Development Know-how*** is defined in Section 4.1.2.

1.5 ***Biontech Co-Development Patents*** is defined in Section 4.2.2.

1.6 ***Biontech Co-Development Technology*** means the Biontech Co-Development Know-how and the Biontech Collaboration Patents.

1.7 ***Budget*** means a rolling [***] budget set out in the Development Plan with respect to the forecasted Shared Development Costs to be incurred by each Party during each such Calendar Year during the Term, as amended or updated from time to time by the Joint Project Team or the Joint Steering Committee (as the case may be) in accordance with this Agreement.

1.8 ***Calendar Quarter*** means each successive period of three (3) calendar months commencing on January 1, April 1, July 1 and October 1, except that the last Calendar Quarter shall end on the last day of the Term.

1.9 ***Calendar Year*** means each successive period of twelve (12) calendar months commencing on January 1, except that the last Calendar Year shall end on the last day of the Term.

1.10 ***Clinical Data*** means [***], results and analyses [***] generated by or on behalf of either Party or at either Party's direction, or by or on behalf of the Parties together or at their direction, in the course of the performance of the clinical trials under the Development Plan.

1.11 ***Clinical Supply Agreement*** means the Clinical Development and Supply Agreement between the Parties, effective as of October 4th, 2017.

1.12 ***CMC*** means "Chemistry, Manufacturing, and Controls" as such term of art is used in the pharmaceutical industry.

1.13 ***CMC Activities*** means the activities with respect to Licensed Product #1 set out in the CMC Development Plan (or, for the purposes of Section 2.8.3, 2.8.4 and 2.8.5, the activities with respect to Licensed Product #1 proposed to be included in the CMC Development Plan).

1.14 ***CMC Development Plan*** means the development plan setting out the CMC and manufacturing process development activities with respect to Licensed Product #1 as set out in Schedule D, and amended by the Joint Manufacturing Committee or the Joint Steering Committee (as applicable) from time to time pursuant to Section 2.8.5.

1.15 ***CMC Know-how*** means the Know-how made, conceived or first reduced to practice by or on behalf of either Party (or its Affiliates), or jointly by or on behalf of the Parties (or their Affiliates), in the conduct of the activities under the CMC Development Plan.

1.16 ***CMC Patents*** is defined in Section 4.2.2.

1.17 ***CMC Technology*** means the CMC Know-how and CMC Patents.

1.18 ***Co-Development Activities*** means the Development and other activities with respect to the Licensed Product #1 in the Field as specified in or reasonably contemplated

by the Development Plan. For the avoidance of doubt, Co-Development Activities exclude the activities set out in the CMC Development Plan.

1.19 ***Co-Development Background Technology*** means, with respect to a Party, all Intellectual Property Rights ever which such Party has gained Control outside of the scope of the collaboration under the License Agreement (including the activities under this Agreement) during the Term, excluding any Background Technology.

1.20 ***Co-Development Personnel*** means the individuals engaged by a Party performing Co-Development Activities, including any of the foregoing who are Project Managers, members of the Joint Steering Committee, Joint Project Team, regulatory personnel, quality assurance personnel, quality control personnel, research personnel, and development personnel.

1.21 ***Co-Development Report*** is defined in Section 2.5.

1.22 ***Co-Development Records*** is defined in Section 2.6.1.

1.23 ***CPI*** means the Consumer Price Index – Urban Wage Earners and Clerical Workers, U.S. City Average, All Items, 1982-84 = 100, published by the United States Department of Labor, Bureau of Labor Statistics (or its successor equivalent index) in the United States.

1.24 ***Development Plan*** means the development plan set out in Schedule C and amended or updated from time to time (through the proposal of such amendments or updates to the Joint Steering Committee and the approval of such amendments or updates by the Joint Steering Committee), setting forth in reasonable detail: (i) the clinical Development strategy, (ii) the objectives for Development activities and market access, (iii) Development activities, including clinical trials and regulatory filings, (iv) the definition of countries or regions in which clinical trials shall be conducted, (v) an allocation of each Party's responsibilities and (vi) timelines and the associated Budget, in each case (i) to (vi), with respect to Licensed Product #1 in the Field intended for approval or Commercialization in the Biontech Territory. For the avoidance of doubt, the Development Plan excludes the CMC Development Plan.

1.25 ***Effective Amendment Date*** is defined in the introductory paragraph of this Agreement.

1.26 ***Excluded Clinical Trial Costs*** is defined in Section 1.52.

1.27 ***Formulation Know-how*** means:

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v1.28 ***Formulation Patents*** [***]

1.29 ***Formulation Technology*** means the Formulation Know-how and Formulation Patents.

1.30 ***FTE Costs*** means the cost of the Co-Development Personnel incurred by either Party, calculated at the FTE Rate multiplied by the applicable number of FTEs of Co-Development Personnel of such Party (on the basis of actual hours worked by such Co-Development Personnel on the Co-Development Activities or the activities in support thereof). For the avoidance of doubt, when calculating FTE Costs, any full-time employee who works more than [***] hours over the course of a twelve (12) month period shall count as one (1) FTE.

1.31 ***FTE Rate*** means [***] per FTE. Such rate shall be automatically adjusted on an annual basis in accordance with Section 2.2.3.

1.32 ***including*** means "including without limitation" (and ***include*** means "include without limitation").

1.33 ***Initiation*** means, with respect to a clinical trial, the first dosing of a human subject with Licensed Product #1 in such clinical trial.

1.34 ***Joint Financial Committee*** is defined in Section 6.5.1.

1.35 ***Joint Manufacturing Committee*** means the joint manufacturing committee established under the Clinical Supply Agreement.

1.36 ***Joint Patent Committee*** is defined in Section 6.5

1.37 ***Joint Project Team*** is defined in Section 6.2.

1.38 ***License Agreement*** is defined in the preamble.

1.39 ***Licensed Product #1*** means (a) the Mixture specified in Schedule B; or (b) any modified version of such Mixture as proposed by the Joint Project Team pursuant to Section 6.2(f) and approved by the Joint Steering Committee. For the avoidance of doubt, Licensed Product #1 includes any formulation in the Field of any Mixture described in (a) and (b).

1.40 ***Patent Documentation*** is defined in Section 4.9.

1.41 ***Prosecution and Maintenance*** (including variations such as ***Prosecute and Maintain***) means, with respect to a Patent Right, the preparation, filing, prosecution and maintenance of such Patent Right, including paying all maintenance and/or governmental fees to maintain such Patent Right in force, and requests for patent term extensions, supplementary protection certificates, and the like with respect to such Patent Right, together with the conduct of reissue proceedings, derivation proceedings, the defense of oppositions, *ex parte* reexaminations, *inter partes* reviews, post-grant reviews, and other similar proceedings with respect to such Patent Right.

1.42 ***Overspent Costs*** is defined in Section 3.3.2.

1.43 ***Overspent Costs Notice*** is defined in Section 3.3.2.

1.44 ***Project Manager*** is defined in Section 6.1.

1.45 ***Regulatory Documentation*** means all (a) marketing authorizations or registrations or any other approval, registration or authorization which is granted or accepted by a Regulatory Authority in a country in the Biontech Territory that are required for the Development, Manufacture or Commercialization of a Licensed Product #1 in the Field in such country, and all filings and submissions to a Regulatory Authority with respect to any of the foregoing; (b) correspondence, reports and other filings submitted to or received from Regulatory Authorities (including minutes and official contact reports relating to any communications with any Regulatory Authority) in order to Develop, Manufacture or Commercialize a Licensed Product #1 in the Field in the Biontech Territory.

1.46 ***Right of Reference*** means the non-exclusive right to cross reference, copy, incorporate by reference or rely upon any Clinical Data solely for the purposes of obtaining or maintaining Marketing Approval for a pharmaceutical product, including (1) a "Right of Reference or Use" as that term is defined in 21 C.F.R. §314.3(b) in the United States, (2) any analogous procedures with respect to biologics or BLAs in the United States and (3) any equivalents thereof outside the United States.

1.47 ***SDEA*** is defined in Section 7.2.

1.48 ***Sanofi CMC Technology*** means: (a) the CMC Know-how which is generated by or on behalf of Sanofi (or its Affiliates) or jointly by or on behalf of the Parties (or their Affiliates) in the conduct of the CMC Activities agreed by the Joint Manufacturing Committee (or, if the Joint Manufacturing Committee cannot agree on such matters, approved by the Joint Steering Committee pursuant to Section 6.3.2(c)) for performance by Sanofi under the CMC Development Plan; and (b) the CMC Patents claiming or covering such CMC Know-how.

1.49 ***Sanofi Co-Development Know-how*** is defined in Section 4.1.1.

1.50 ***Sanofi Co-Development Patents*** is defined in Section 4.2.1.

1.51 ***Sanofi Co-Development Technology*** means the Sanofi Co-Development Patents and the Sanofi Co-Development Know-how.

1.52 ***Shared Development Costs*** means the out-of-pocket costs and expenses and FTE Costs incurred by either Party or its Affiliate, in each case which are: (1) specifically identifiable to, or reasonably allocable to, any Co-Development Activity [***]; and (2) calculated in accordance with IFRS consistently applied, including (to the extent they come within the foregoing):

(a) the costs and expenses associated with the conduct of non-clinical studies [***]

(b) the costs and expenses associated with the conduct of clinical trials [***];

(c) the costs and expenses associated with the preparation, filing, submission, obtaining or maintenance (as applicable) of Regulatory Documentation with respect to any Licensed Product #1 in the Field; and

(d) the costs and expenses with respect to Approved Co-Development Third Parties engaged in the performance of such Co-Development Activity.

Excluded Clinical Trial Costs

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[***]shall be referred to as the ***Excluded Clinical Trial Costs***.

Notwithstanding the foregoing, "Shared Development Costs" shall exclude [***]

1.53 ***Shared Formulation Patent Costs*** is defined in Section 4.10.2.

1.54 ***Tax*** or ***Taxes*** means any federal, provincial, territorial, state, municipal, local, foreign or other taxes and other charges in the nature of a tax.

1.55 ***Term*** is defined in Section 9.1.

1.56 ***VAT*** is defined in Section 3.7.3.

1.57 ***Withholding Tax*** or ***Withholding Taxes*** is defined in Section 3.7.2.

2. Development of Licensed Product #1.

2.1 Development Activities Generally.

2.1.1 Each Party shall:

(a) perform the Co-Development Activities allocated to such Party under the Development Plan in accordance with the terms of this Agreement;

(b) contribute and commit the required resources and use Commercially Reasonable Efforts to meet the objectives set forth in the Development Plan; and

(c) perform its obligations under this Agreement in accordance with the Applicable Law.

2.1.2 The Development Plan in force at the Effective Amendment Date is set out in Schedule C. No later than [***] (or such other period as agreed by the Joint Steering Committee under Section 6.3.2(f)) prior to the end of each Calendar Year, commencing [***], the Joint Project Team shall review the Development Plan and propose any updates to the Development Plan to the Joint Steering Committee pursuant to

Section 6.2(c), such that the Joint Steering Committee can review and approve such proposed updated Development Plan pursuant to Section 6.3.2(b) no later than [***] days prior to the end of such Calendar Year. In addition, from time to time, the Joint Project Team shall review any proposal from either Party to amend the Development Plan, for proposal to the Joint Steering Committee pursuant to Section 6.2(c). Upon approval of the Joint Steering Committee of any such update or amendment, the Development Plan shall be deemed to be amended to incorporate such update or amendment.

2.1.3 For clarity, the Development Plan, and accordingly, the Co-Development Activities, shall exclude any CMC Activities conducted under the CMC Development Plan.

2.2 Allocation of Resources/Subcontracting.

2.2.1 Each Party agrees to primarily use its or its Affiliates' internal resources and capacities to fulfil such Party's respective obligations under the Development Plan. Each Party shall use Commercially Reasonable Efforts to minimize the delegation of its obligations hereunder to a Third Party subcontractor (including contract research organizations).

2.2.2 Each Party may subcontract any of its obligations under this Agreement to any of its Affiliates or one or more Approved Co-Development Third Parties, provided that: (i) none of the rights of the other Party are diminished or are otherwise adversely affected as a result of such subcontracting and (ii) the Approved Co-Development Third Party undertakes in writing all obligations of confidentiality and non-use regarding both Parties' Confidential Information which are substantially the same as those undertaken by the Parties under the License Agreement. In the event that a Party performs one or more of its obligations under this Agreement through any such Affiliate or Approved Co-Development Third Party, then such Party shall at all times be responsible for the performance by such Affiliate or Approved Co-Development Third Party of such Party's obligations hereunder.

2.2.3 All internal Co-Development Personnel of each Party (or its Affiliates) shall be expressed in terms of FTEs. The FTE Rate shall be adjusted on an annual basis, the first adjustment shall be on January 1, 2019 and thereafter each adjustment shall be on January 1 of each succeeding Calendar Year. Each such adjustment shall be calculated by increasing the FTE Rate as of December 31, 2018 by the percentage increase in the CPI as of December 31 of the then most recently ended Calendar Year over the level of the CPI on December 31, 2018.

2.3 Conduct of Clinical Trials. Sanofi shall act as the sponsor of any clinical trial conducted pursuant to the Development Plan, provided that Sanofi shall consider in good faith whether to use Biontech's resources in regions where such internal resources are available [***] and whether in certain circumstances Biontech shall be the co-sponsor or sponsor of selected clinical trials. The Party acting as sponsor (or co-sponsor, as applicable) shall ensure that any such clinical trial (for which it is sponsor (or co-sponsor, as applicable)) is performed in accordance with this Agreement, the applicable protocol and Applicable Law, and the other Party shall provide such Party with any assistance as reasonably requested by such Party, in order for such Party to fulfil its obligations as sponsor (or co-sponsor) of such clinical trial. Each Party shall mention or list the other Party as collaborator (e.g. "in collaboration with BioNTech RNA Pharmaceuticals GmbH" or "in collaboration with Sanofi", as applicable)) (and the other Party hereby agrees to such mention or listing) in the relevant clinical trial databases and registers (e.g. clinicaltrials.gov (or equivalent)), in public materials

published by such Party in relation to all clinical trials conducted pursuant to the Development Plan and, to the extent reasonably practicable, on labels of vials used in such clinical trials, as well as when either Party formally presents the Development program under this Agreement at conferences, provided that, prior to any such mention, listing or publication the Parties have agreed in writing the form of information that can be used in such mentions, listings or publications, and all mentions, listings and publications of a Party as collaborator under this Section 2.3 shall be made in all cases in a manner and to the extent consistent with Applicable Law and such agreed form of information.

2.4 Biomarker Execution. [***]

2.5 Reporting. Each Party shall keep the other Party reasonably informed as to its progress, results (including the development of any technology or invention), status and plans with respect to the Co-Development Activities performed by or on behalf of such Party through the provision of periodic, informal oral reports to the other Party's Project Manager. Without limiting the foregoing, each Party shall provide to the other Party a [***] written report (the ***Co-Development Report***) delivered no later than [***] following the end of each [***]. such written report shall set out detailed particulars of the following items: (a) the Co-Development Activities performed by such Party during such [***]; (b) the data, results and other Intellectual Property Rights made, conceived and first reduced to practice in the conduct of such Co-Development Activities by or on behalf of such Party; (c) the status of preparation for the planned Co-Development Activities to be performed in the upcoming [***] and the status of such activities; and (d) any other relevant information determined by the Joint Project Team to be included in such report pursuant to Section 6.2(i).

2.6 Maintenance of Records.

2.6.1 During the Term and for a period of at least [***] after the Term (or, if longer, a period required by Applicable Law), each Party shall maintain records reflecting the work done and the results achieved in its performance of the Development Plan (the ***Co-Development Records***), such records shall be in a reasonable level of detail customary for companies engaged in pharmaceutical research. Without limiting the foregoing, such records shall be in sufficient detail and in good scientific manner appropriate for patent and regulatory purposes in compliance with Applicable Law.

2.6.2 Each Party shall make its Co-Development Records available for inspection by the other Party or its representative, during normal business hours and upon reasonable notice, upon reasonable written request of the other Party. Upon request by each Party, the other Party shall deliver to the requesting Party copies of all its Co-Development Records (which may include copies in an electronic format readily accessible by the requesting Party), provided that the requesting Party shall reimburse the reasonable and documented out-of-pocket costs incurred by the other Party in connection with the preparation and delivery of such copies. Each Party shall not be obliged to: (a) provide the other Party with access to its Co-Development Records or (b) deliver to the other Party copies of its Co-Development Records, in each case (a) and (b), more than [***].

2.7 Ownership of Clinical Data. Sanofi shall exclusively own all Clinical Data, [***]

[***] Each Party acknowledges and agrees that Section 4.1.2 of the License Agreement shall not apply to such Clinical Data.

2.8 Manufacturing and Clinical Supply of Licensed Product #1

2.8.1 The Parties' respective responsibilities relating to the Manufacturing and supply of Licensed Product #1 to be used for Phase I Clinical Trials and Phase II Clinical Trials are set forth in the Clinical Supply Agreement and the License Agreement. If the Joint Steering Committee approves any modification to the Licensed Product #1 set out in Schedule B pursuant to Section 6.3.2(d), at Sanofi's request, the Parties shall promptly update Appendix 1 of the Clinical Supply Agreement, such that the Licensed Product #1 incorporating such modification shall constitute a Drug Product under the Clinical Supply Agreement.

2.8.2 Biontech shall: (a) subject to Section 2.8.3, be responsible for the performance of all CMC Activities with respect to Licensed Product #1 under the CMC Development Plan; (b) perform the CMC Activities allocated to Biontech under the CMC Development Plan in accordance with the terms of this Agreement, and (c) contribute and commit the required resources and use Commercially Reasonable Efforts to meet the objectives set forth in the CMC Development Plan.

2.8.3 If either Party wishes Sanofi to perform any CMC Activities with respect to Licensed Product #1, such Party shall propose to the Joint Manufacturing Committee an update to the CMC Development Plan reflecting such CMC Activities to be performed by Sanofi, and Sanofi may perform such CMC Activities if agreed by the Joint Manufacturing Committee or, if the Joint Manufacturing Committee cannot reach agreement on such matter, upon the approval by the Joint Steering Committee pursuant to Section 6.3.2(c) of such update to the CMC Development Plan.

2.8.4 The initial version of the CMC Development Plan is set out in Schedule D. Thereafter, the Joint Manufacturing Committee shall discuss and approve any amendments to the CMC Development Plan proposed by either Party under Section 2.8.5(a) (provided, with respect to any proposed amendments to the CMC Development Plan to provide for Sanofi's performance of any CMC Activities, if the Joint Manufacturing Committee cannot agree on such matters, the Joint Steering Committee shall decide whether Sanofi may perform such CMC Activities pursuant to Section 6.3.2(c)). Biontech shall keep the Joint Manufacturing Committee fully informed as to its progress, results (including the development of any technology or inventions), status and plans for performing and implementing the CMC Development Plan, including by periodic, informal oral reports to the Joint Manufacturing Committee, and by providing a quarterly report to the Joint Manufacturing Committee with respect to CMC Activities performed under the CMC Development Plan delivered no later than [***] following the end of every Calendar Quarter, such written report shall set out detailed particulars of the following items: (a) the CMC Activities performed under the CMC Development Plan during such [***]; (b) the data, results and other Intellectual Property Rights made, conceived and first reduced to practice in the performance of such CMC Activities; (c) the status of preparation for the planned CMC Activities to be performed under the CMC Development Plan in the upcoming [***] and the status of such CMC

Activities; and (d) any other relevant information determined by the Joint Manufacturing Committee to be included in such report pursuant to Section 2.8.5(b).

2.8.5 The Joint Manufacturing Committee shall be responsible for discussing and approving: (a) any amendments to the CMC Development Plan as proposed by either Party; and (b) the information to be included in the quarterly written reports described in Section 2.8.4. If the members of the Joint Manufacturing Committee cannot agree on such matters, notwithstanding anything to the contrary in Section 3.3.6 of the License Agreement and Sections 9.4 and 9.5 of the Clinical Supply Agreement: (i) with respect to any proposed amendment or update to the CMC Development Plan to provide for Sanofi's performance of any CMC Activities as described in Section 2.8.4, such matter shall be referred to the Joint Steering Committee for decision under Section 6.3.2(e); and (ii) with respect to any other matter, Sanofi shall have the deciding vote, and the third sentence of Section 9.5 of the Clinical Supply Agreement shall not apply with respect to such matter.

2.8.6 For the avoidance of doubt, the Manufacture and supply of any Licensed Product #1 for use in Phase III Clinical Trials pursuant to the Development Plan are subject to Sections 3.3.3 to 3.3.6 of the License Agreement.

3. Development Costs.

3.1 Development Costs related to the Biontech Territory. All Shared Development Costs shall be shared between the Parties pursuant to the following scheme:

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[***]	[***]

3.2 Development Costs not related to the Biontech Territory. Sanofi shall remain solely responsible [***]

3.3 Budget.

3.3.1 Annual Development Plan Budget.

(a) The Budget shall include particulars of the Shared Development Costs which each Party is reasonably expected to incur with respect to its Co-Development Activities during [***] period. Each Party acknowledges and agrees that [***], the ***Binding Budget***). The initial Binding Budget is set out in Schedule C to this Agreement. Thereafter, the Budget shall be updated in accordance with Section 3.3.1(b).

(b) No later than [***] (or such other period as agreed by the Joint Project Team under Section 6.2(p)) prior to the end of [***], the Parties' respective Joint Project Team representatives shall in good faith discuss the Budget: (i) if such Calendar Year is [***] or [***], for the following [***] (3) Calendar Year period (excluding the Calendar Year(s) comprising the then-current Binding Budget); or (ii) if such Calendar Year is [***] or any Calendar Year thereafter, [***], in each case (i) and (ii), pursuant to Section 6.2(d), and shall submit a proposed Budget to the Joint Financial Committee for review and comments. The Joint Project Team shall consider any comments from Joint Financial Committee with respect to such proposed Budget and may (but shall not be required to) amend such proposed Budget accordingly. Thereafter, the Joint Project Team shall submit the proposed Budget to the Joint Steering Committee for review and approval under Section 6.3.2(b), such that such proposed Budget shall be approved by the Joint Steering Committee no later than [***] prior to the end of such Calendar Year. In addition, the Joint Project Team may discuss any amendment to the Binding Budget pursuant to Section 6.2(d) and propose such amendment to the Joint Steering Committee for approval under Section 6.3.2(c). Notwithstanding the foregoing, from time to time, the Joint Project Team may approve any amendment to the Binding Budget with respect to the then-current Calendar Year under Section 6.2(e) without having to propose such amendment to the Joint Steering Committee, if the proposed amended Binding Budget will not deviate by [***] or more from the Binding Budget for such Calendar Year as of the first day of such Calendar Year.

3.3.2 Overspent Costs.

(a) Each Party shall promptly inform the other Party if it reasonably determines that it will or is likely to incur, or has incurred, any Shared Development Costs during any Calendar Year above [***] of the aggregate Shared Development Costs allocated to such Party in the Binding Budget with respect to such Calendar Year (the ***Overspent Costs***), such notice shall set out the amount of estimated or actual Overspent Costs in question (the ***Overspent Costs Notice***).

(b) Upon the submission of an Overspent Costs Notice from one Party to the other Party under Section 3.3.2(a), either Party may escalate the matter to the Joint Steering Committee. Upon such escalation, the Joint Steering Committee shall promptly (and in any event, no later than [***] after such escalation) discuss and decide whether the Binding Budget shall be amended.

(c) For the avoidance of doubt, if the Joint Steering Committee has approved an amendment to the Binding Budget for the relevant Calendar Year reflecting the Overspent Costs in question, such Overspent Costs shall continue to constitute Shared Development Costs.

(d) If the Joint Steering Committee has not approved an amendment to the Binding Budget for the relevant Calendar Year reflecting the Overspent Costs in question, then such Overspent Costs shall not be considered Shared Development Costs.

3.3.3 Reporting. Shared Development Costs and the Excluded Clinical Trial Costs shall initially be borne by the Party (or its Affiliate) incurring such cost or expense. Each Party shall report to the other Party, [***], the Shared Development Costs and any Excluded Clinical Trial Costs incurred by such Party (or its Affiliate) during [***]. Such report shall include

the details necessary to enable the receiving Party to compare the reported Shared Development Costs against the applicable Budget, including specifying in reasonable detail all Shared Development Costs and any Excluded Clinical Trial Costs incurred by such Party (or its Affiliate) during such [***], whereby all FTE Costs and out-of-pocket costs or expenses with respect to Shared Development Costs shall be allocated to the extent possible to a specific activity under the Development Plan. The Parties shall seek to resolve any questions related to such reports within [***] following receipt by each Party of the other Party's report hereunder.

3.3.4 Invoicing and Reconciliation of Shared Development Costs. Following the end of each [***]: (1) if Sanofi (or its Affiliates), but not Biontech (or its Affiliates), have incurred Shared Development Costs with respect to such Calendar Quarter, then Sanofi may submit an invoice to Biontech with respect to Biontech's share of the Shared Development Costs for such [***] in accordance with the scheme set out in Section 3.1; and (2) otherwise, the Shared Development Costs borne by each Party or its Affiliate with respect to such [***] shall be reported and reconciled as follows:

(a) no later than [***] days after the end of such [***] (provided that, Sanofi shall not be obliged to observe such timeframe if Biontech fails to provide the report described in, and within the [***] period set out in, Section 3.3.3), Sanofi shall submit to Biontech a proposed reconciliation report, setting out the particulars with respect to the reconciliation of the Shared Development Costs incurred by each Party or its Affiliate with respect to such [***]. For the purposes of such reconciliation, the Shared Development Costs incurred by each Party or its Affiliate shall be shared between the Parties in accordance with the scheme set out in Section 3.1;

(b) if Biontech disagrees with such reconciliation report, Biontech may, no later than [***] after Sanofi's submission of the proposed reconciliation report to Biontech, request the Joint Financial Committee to review such report under Section 6.5.2(a);

(c) (1) upon any confirmation by Biontech to Sanofi of its acceptance of such reconciliation report; (2) if Biontech has not requested the Joint Financial Committee to review and discuss such reconciliation report within the [***] period described in clause (b) above, upon the expiry of such [***] period; or (3) if Biontech has requested the Joint Financial Committee to review such reconciliation report within such [***] period, upon approval of such reconciliation report by the Joint Financial Committee:

(i) if the Shared Development Costs incurred by Biontech or its Affiliate in such [***] is less than its agreed share of Shared Development Costs during such [***], Sanofi or its Affiliate shall deliver an invoice to Biontech for any amounts due to Sanofi as a result of such reconciliation;

(ii) if the Shared Development Costs incurred by Sanofi or its Affiliate in such [***] is less than its agreed share of Shared Development Costs during such [***], Sanofi shall notify Biontech that Biontech should issue an invoice to Sanofi for any amounts due to Biontech as a result of such reconciliation,

(d) each Party shall pay the relevant reconciliation payment to the respective other Party within [***] days following receipt of the respective invoice from the other Party.

3.4 Records and Audit Rights. Each Party shall keep complete and accurate records for all of its Shared Development Costs, including the details of the FTEs allocated to the performance of its Co-Development Activities based on the actual hours of work spent on such performance. Each Party shall make such records available to the other Party upon request. For the avoidance of doubt, such records shall constitute the records reasonably necessary to verify the accuracy of the costs associated to the applicable Party's Development activities under Section 4.5 of the License Agreement, and the provisions of Section 4.5 of the License Agreement shall apply with respect to such records accordingly.

3.5 Payment. All payments to be made by one Party to the other Party under this Agreement shall be made in Euros by bank wire transfer without deduction for wire transfer fees in immediately available funds to such bank account designated in writing by the receiving Party to the paying Party from time to time.

3.6 Accounting and Currency. Shared Development Costs and Excluded Clinical Trial Costs shall be calculated, recorded and reported under this Agreement in accordance with the last updated IFRS and in Euros. In the case of Shared Development Costs and Excluded Clinical Trial Costs which are initially incurred in a currency other than Euros, exchange conversion of such amounts into Euros shall be made on a [***] basis and shall be made consistent with the incurring Party's normal practices used to prepare its audited financial statements for internal and external reporting purposes, which uses a widely accepted source of published exchange rates.

3.7 Taxes.

3.7.1 Each Party shall be solely responsible for the payment of all Taxes imposed on such Party's income arising directly or indirectly from the activities of the Parties under this Agreement. [***]

3.7.2 [***]

3.7.3 All payments between the Parties under this Agreement are exclusive of applicable statutory value added tax (***VAT***), if any, which shall be listed separately on each invoice. [***]

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4. Intellectual Property and Licensed Products.

4.1 Each Party acknowledges and agrees that:

4.1.1 Sanofi shall solely own all Know-how made, conceived or first reduced to practice:

(a) by or on behalf of Biontech (or its Affiliates) or jointly by or on behalf of the Parties (or their Affiliates) in the conduct of the Co-Development Activities, to the extent such Know-how: (i) is necessary or useful for Developing, Commercializing or otherwise using Licensed Product #1; (ii) if patented, would encompass an activity or composition that is necessary or useful for the Development, Commercialization or other use of Licensed Product #1; or (iii) is otherwise related to Licensed Product #1. [***]

(b) by or on behalf of Sanofi (or its Affiliates) in the conduct of the Co-Development Activities; and

(c) by or on behalf of either Party (or its Affiliates) or jointly by or on behalf of the Parties (or their Affiliates) in the conduct of activities in connection with the preparation of the clinical trials with respect to Licensed Product #1 [***] that were conducted before the effective date of the Original Agreement,

together (a), (b) and (c), the ***Sanofi Co-Development Know-how***.

4.1.2 Biontech shall solely own:

(a) all Know-how made, conceived or first reduced to practice by or on behalf of Biontech (or its Affiliates) in the conduct of the Co-Development Activities to the extent such Know-how does not constitute Sanofi Co-Development Know-how (the ***Biontech Co-Development Know-how***); and

(b) all CMC Know-how; and

(c) all Formulation Know-how.

4.2 As between the Parties:

4.2.1 Sanofi shall: (a) have the exclusive right (but not the obligation), at its sole expense and sole discretion, to control the Prosecution and Maintenance and enforcement of all Patent Rights claiming or otherwise covering any Sanofi Co-Development Know-how (the ***Sanofi Co-Development Patents***) and (b) solely own the Sanofi Co-Development Patents; and

4.2.2 Biontech shall: (a) have the exclusive right (but not the obligation), at its sole expense and sole discretion, to control the Prosecution and Maintenance and enforcement of all Patent Rights claiming or otherwise covering any Biontech Co-Development Know-how (the ***Biontech Co-Development Patents***) and all Patent Rights claiming or otherwise covering any CMC Know-how (the ***CMC Patents***) and (b) solely own the Biontech Co-Development Patents, the CMC Patents, and the Formulation Patents.

For the avoidance of doubt, for the purposes of interpretation of Section 1.48(b) and this Section 4.2, Sanofi Co-Development Know-how, Biontech Co-Development Know-how, CMC Know-how, and Formulation Know-how shall not cease to be Know-how to the extent it is disclosed or claimed by a Sanofi Co-Development Patent, Biontech Co-Development Patent, CMC Patent, or Formulation Patent (as applicable).

4.2.3 Sanofi shall have the exclusive right (but not the obligation), at its sole discretion, to control the Prosecution and Maintenance and enforcement of all Formulation Patents to the extent such Formulation Patents contain:

(i) [***]

(ii) [***]

(iii) [***] or

(iv) [***]

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4.3 For the purposes of Section 7.3.2(b)(ii) *(Co-Development and Co-Commercial License (Biontech Option Product) to Biontech*) of the License Agreement only, Sanofi Co-Development Technology shall constitute Sanofi Technology).

4.4 For the purposes of Section 7.3.1(b)(iii) (*Co-Development and Co-Commercial License (Sanofi Option Product) to Sanofi*) of the License Agreement, Biontech Co-Development Technology, CMC Technology, and Formulation Technology shall constitute Biontech Technology.

4.5 For the purposes of Section 1.88 (*Royalty Term*) of the License Agreement only, a Formulation Patent shall constitute a Licensed Product Patent.

4.6 Sanofi hereby grants to Biontech:

4.6.1 an exclusive, non-transferable (except through assignment of this Agreement pursuant to Section 13.4 of the License Agreement as incorporated into this Agreement under Section 11.4), worldwide license, with the right to sublicense (subject to Section 4.15), under the Sanofi Co-Development Technology to Develop, have Developed, make, have made, Commercialize and have Commercialized Licensed Products outside of the Field and Discarded Mixtures;

4.6.2 an irrevocable, perpetual, royalty-free, fully paid-up, non-exclusive, non-transferable (except through assignment of this Agreement pursuant to Section 13.4 of the License Agreement as incorporated into this Agreement under Section 11.4), worldwide license, with the right to sublicense (subject to Section 4.15), under the Sanofi Co-Development Technology to research, have researched, Develop, have Developed, make, have made, Commercialize and have Commercialized any product in and outside the Field (excluding any Licensed Product and any Discarded Mixture); and

4.6.3 a non-exclusive, non-transferable (except through assignment of this Agreement pursuant to Section 13.4 of the License Agreement as incorporated into this Agreement under Section 11.4), worldwide, royalty-free license, with the right to sublicense (subject to Section 4.15), under the Co-Development Background Technology of Sanofi to the extent required by Biontech for the co-Development and/or the co-Commercialization of Licensed Product #1 in accordance with this Agreement and/or Commercialization agreement concluded in relation to Licensed Product #1 under Section 4.1.3 of the License Agreement.

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4.7 Biontech hereby grants to Sanofi:

4.7.1 an exclusive, non-transferable (except through assignment of this Agreement pursuant to Section 13.4 of the License Agreement as incorporated into this Agreement under Section 11.4), worldwide license, with the right to sublicense (subject to Section 4.15), under the Biontech Co-Development Technology and the CMC Technology to Develop, have Developed, make, have made, Commercialize and have Commercialized Licensed Products in the Field;

4.7.2 an irrevocable, perpetual, royalty-free, fully paid-up, non-exclusive, non-transferable (except through assignment of this Agreement pursuant to Section 13.4 of the License Agreement as incorporated into this Agreement under Section 11.4), worldwide license, with the right to sublicense (subject to Section 4.15), under the Biontech Co-Development Technology to research, have researched, Develop, have Developed, make, have made, Commercialize and have Commercialized any product in and outside the Field (excluding any Licensed Product and any Discarded Mixture);

4.7.3 an irrevocable, perpetual, royalty-free, fully paid-up, non-exclusive, non-transferable (except through assignment of this Agreement pursuant to Section 13.4 of the License Agreement as incorporated into this Agreement under Section 11.4), worldwide license, with the right to sublicense (subject to Section 4.15), under the Sanofi CMC Technology to research, have researched, Develop, have Developed, make, have made, Commercialize and have Commercialized products (other than Licensed Products and Discarded Mixtures) in the field of Intratumoral Administration of any agent for any indication;

4.7.4 a non-exclusive, non-transferable (except through assignment of this Agreement pursuant to Section 13.4 of the License Agreement as incorporated into this Agreement under Section 11.4), worldwide, royalty-free license, with the right to sublicense (subject to Section 4.15), under the Co-Development Background Technology of Biontech to the extent required: (a) for the Development and Commercialization of Licensed Product #1 in the Field, and (b) by Sanofi for the co-Development and/or co-Commercialization of any Sanofi Option Product which constitutes Licensed Product #1 in accordance with the Development and/or Commercialization agreement concluded in relation to such Sanofi Option Product under Section 4.2.5 of the License Agreement.

4.7.5 an exclusive, non-transferable (except through assignment of the this Agreement pursuant to Section 13.4 of the License Agreement as incorporated into this Agreement under Section 11.4) worldwide license, with the right to sublicense (subject to Section 4.15), under the Formulation Technology to Develop, have Developed, make, have made, Commercialize and have Commercialized Licensed Products in the Field; and

4.7.6 an irrevocable, perpetual, royalty-free, fully paid-up, non-exclusive non-transferable (except through assignment of this Agreement pursuant to Section 13.4 of the License Agreement as incorporated into this Agreement under Section 11.4), worldwide license, with the right to sublicense (subject to Section 4.15) under the Formulation Technology to research, have researched, Develop, have Developed, make, have made, Commercialize and have Commercialized mRNA-based products (other than Licensed Products and Discarded Mixtures) in the field of Intratumoral Administration for any indication.

4.7.7 In the event BioNTech files any Patent Right covering an [***] formulation that:
(i) [***] and
(ii) [***] and
(iii) [***]
(iv) [***]
(v)[***]
before a Patent Right within the Formulation Technology publishes, then BioNTech hereby grants to Sanofi an irrevocable, perpetual, royalty-free, fully paid-up, non-exclusive, non-transferable (except through assignment of this Agreement pursuant to Section 13.4 of the License Agreement as incorporated into this Agreement under Section 11.4), worldwide license, with the right to sublicense (subject to Section 4.15) under such [***] formulation Patent Right to research, have researched, Develop, have Developed, make, have made, Commercialize and have Commercialized DNA-based uses and products.

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4.8 For the avoidance of doubt, Background Technology, Joint Collaboration Technology (other than for the purposes set out in Section 4.3) Biontech Collaboration Technology (other than for the purposes set out in Section 4.4), Licensed Product Patents, Sanofi Foreground Technology, Biontech Foreground Technology and Joint Foreground Technology shall exclude any Co-Development Technology, CMC Technology, and Formulation Technology, and Section 7.2.3 and the last sentence of Section 7.1 of the License Agreement shall not apply with respect to any Co-Development Technology, CMC Technology, or Formulation Technology.

4.9 With respect to the Co-Development Patents and CMC Patents, each Party shall (a) provide the other Party with written notice reasonably in advance of: (i) any filing of such Patent Rights for which it controls the Prosecution and Maintenance pursuant to Section 4.2 above; and (ii) any other substantive submissions and correspondence to patent office(s) with respect to the Prosecution and Maintenance of such Patent Rights; (b) provide the other Party with any final drafts of any application for such Patent Right to be filed or such substantive submission or correspondence (such application, submissions and correspondence, the ***Patent Documentation***) reasonably in advance of its filing or submission and consider in good faith the incorporation of reasonable comments by the other Party thereon; (c) provide the other Party with a copy of all Patent Documentation once it has been filed or otherwise submitted; (d) provide the other Party with copies of any substantive communications received from patent office(s) with respect to such Patent Rights; (e) notify the other Party of any: (i) [***] and (f) provide the other Party with written notice as early as possible (in any event, no later than [***] prior to abandoning any such

Patent Rights. Each Party shall cause its employees, agents or consultants, at its expense, to execute such documents and to take such other actions as reasonably necessary or appropriate to enable the other Party to prepare, file, Prosecute and Maintain such Patent Rights. In the event that either Party provides the other Party with the written notice described in clause (f) prior to abandoning any Patent Rights, then the other Party shall have the option, exercisable by delivery of written notice thereof within [***] thereafter, to assume the right (but not the obligation), at its sole expense and sole discretion, to control the Prosecution and Maintenance of such Patent Right.

4.10 Formulation Patents.

4.10.1 With respect to the Formulation Patents, (i) the Formulation Priority Application, as well as any Patent Rights filed within [***] of the filing date of the Formulation Priority Application; and (ii) any Formulation Patent that does not claim priority to the Formulation Priority Application, [***]. Additionally and also with respect to Formulation Patents, each Party will (i) provide the other Party's representative on the Joint Patent Committee copies of any material communications received from or filed in patent office(s); (ii) provide the other Party's representative on the Joint Patent Committee with drafts of any substantive submissions and correspondence to patent office(s) with respect to the Prosecution and Maintenance of such Patent Rights reasonably in advance of filing and consider in good faith the incorporation of reasonable comments by the other Party thereon; (iii) provide the other Party's representative on the Joint Patent Committee with copies of any filed substantive submissions and correspondence to patent office(s) with respect to the Prosecution and Maintenance of such Patent Rights; (iv) notify the other Party's representative on the Joint Patent Committee of [***] (v) notify the other Party's representative on the Joint Patent Committee of any intended request for patent term extension, supplemental protection certification or the like prior to the filing or submission of such request, which will be reviewed by the Joint Patent Committee before filing; and (vi) provide the other Party with written notice as early as possible (in any event, no later than [***] prior to abandoning any such Patent Rights. Each Party shall cause its employees, agents or consultants, at its expense, to execute such documents and to take such other actions as reasonably necessary or appropriate to enable the other Party to prepare, file, Prosecute and Maintain such Patent Rights. In the event that either Party provides the other Party with the written notice described in clause (vi) prior to abandoning any Patent Rights, then the other Party shall have the option, exercisable by delivery of written notice thereof within [***] thereafter, to assume the right (but not the obligation), at its sole expense and sole discretion, to control the Prosecution and Maintenance of such Patent Right. Neither Party shall file a terminal disclaimer in connection with a Formulation Patent without the written consent of the other Party. For clarity, with respect to Formulation Patents Prosecuted and Maintained by Sanofi pursuant to Section 4.2.3, Sanofi shall have the sole right (but not the obligation) to (i) use such Patent Rights for patent term extension (PTE) and supplementary protection certificate (SPC) and (ii) [***].

4.10.2 The Parties shall [***] share [***] (i) the costs for preparing and filing (a) the Formulation Priority Application and any other priority patent application(s) filed within [***] of the Formulation Priority Application, (b) PCT application(s) claiming priority to the Formulation Priority Application, and (c) national/ regional stage entries of PCT application(s) claiming priority to the Formulation

Priority Application; and (ii) application filing fees for non-divisional application(s) filed in non-PCT contracting states that claim priority to the Formulation Priority Application ((i) and (ii) the ***Shared Formulation Patent Costs***). [***] Sanofi shall have the right (but not the obligation) to file and validate Formulation Patents in additional countries at its costs, in the name of Biontech. Except for the Shared Formulation Patent Costs, Sanofi shall bear the Prosecution and Maintenance costs of Formulation Patents for which it controls Prosecution and Maintenance pursuant to Section 4.2.3 above. Except for the Shared Formulation Patent Costs, Biontech shall bear the Prosecution and Maintenance costs for Formulation Patents for which it controls Prosecution and Maintenance.

4.11 Patent Enforcement

4.11.1 Each Party (***Enforcing Party***) shall have the first right (but not the obligation), at its sole discretion, to control the enforcement or otherwise abate the infringement of any Patent Rights Prosecuted and Maintained by it in accordance with Section 4.2 above. [***].

4.11.2 [***]

4.12 Each Party shall perform such lawful acts and execute such documents as requested by the other Party from time to time in order to reasonably assist the other Party in the Prosecution and Maintenance and enforcement activities described in this Section 4.

4.13 Each Party shall ensure that all employees and other persons acting on its behalf in performing its obligations under this Agreement shall be obligated, either pursuant to Applicable Law or pursuant to a binding written agreement, to assign to it, or as it shall direct, all inventions made or conceived by such employees or other persons.

4.14 No rights or licenses with respect to any Intellectual Property Rights Controlled by either Party are granted or shall be deemed granted hereunder or in connection herewith, other than those rights expressly granted in this Agreement or the License Agreement.

4.15 [***]

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4.16 [***]

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4.17 [***]

5. Profit Sharing.

For the avoidance of doubt, the profit sharing within the Biontech Territory pursuant to Section 4.1.6 of the License Agreement as well as the financial terms (e.g. milestone and royalty payments) agreed for countries outside the Biontech Territory pursuant to Section 6 of the License Agreement shall remain unaffected by this Agreement.

6. Governance.

6.1 Project Managers. Each Party shall designate a Development project manager (***Project Manager***) to act as its primary contact for all operational matters related to this Agreement. Each Project Manager shall be responsible for implementing and coordinating activities hereunder and facilitating the exchange of information between the Parties. Either Party may replace its Project Manager at any time by informing the other Party's Project Manager in advance in writing (which may be by email).

6.2 Joint Project Team. The Parties shall establish a joint project team (the ***Joint Project Team***) made up of the Project Manager and at least [***] other representatives from each Party, which shall be responsible for coordinating all activities under this Agreement. Each Party may replace any of its Joint Project Team representatives upon prior notice to the other Party. In particular, the Joint Project Team shall be responsible for:

(a) the review and discussion of the Development Plan and underlying objectives for Licensed Product #1 in the Field, [***]

(b) co-ordinating the implementation of the Development Plan and the associated Budget;

(c) the review and discussion of any proposed amendment or update to the Development Plan, whether during the annual review under Section 2.1.2 or from time to time during the Term, and the proposal of such amendment or update to the Joint Steering Committee for approval;

(d) the review and discussion of: (i) the Budget for the applicable period pursuant to the annual review under Section 3.3.1(b), taking into account of any comments provided by the Joint Financial Committee under Section 6.5.2(b) and the applicable forecast prepared by the Joint Financial Committee under Section 6.5.2(c), and (ii) any other proposed amendment to the Binding Budget, and the proposal of each such amended Budget to the Joint Steering Committee for approval;

(e) the review and approval of any proposed amendment(s) to the Binding Budget with respect to the then-current Calendar Year, provided that such Binding Budget shall not deviate by [***] or more from the Binding Budget for such Calendar Year as of the first day of such Calendar Year;

(f) the review and discussion of the proposal by either Party of any modification to the Licensed Product #1 [***]

(g) discussion and approval of which party should be responsible for the performance of which Co-Development Activities [***]

(h) discussion and approval of any Third Party proposed to be engaged by a Party to perform or assist with its obligations under this Agreement;

(i) review and discussion of any Co-Development Reports, and discuss and agree whether additional information should be included in future Co-Development Reports;

(j) oversight of all clinical and regulatory matters with respect to the Licensed Product #1 in the Field;

(k) the preparation and review of all material Regulatory Documentation with respect to the Licensed Product #1 in the Field;

(l) the coordination with the Joint Manufacturing Committee in relation to the CMC Development Plan and the forecasting of Drug Products for Clinical Trials (as defined in the Clinical Supply Agreement);

(m) discussion and agreement on target product profiles;

(n) periodically update the Joint Steering Committee with respect to Co-Development Activities performed and other relevant matters;

(o) facilitating the sharing of data and information between the Parties in relation to the Development activities under the Development Plan, regulatory filings and regulatory approvals;

(p) discussion and agreement of any alternative timeframe with respect to the discussion of, and submission to the Joint Financial Committee, a proposed Budget by the Joint Project Team as part of the annual review under Section 3.3.1(b); and

(q) any other responsibilities allocated to the Joint Project Team by the Joint Steering Committee.

6.3 Decisions of the Joint Project Team/Escalation/Joint Steering Committee.

6.3.1 The quorum for each Joint Project Team meeting shall be at least one (1) Joint Project Team representative from each Party. Each Party shall have one collective vote in all decisions of the Joint Project Team with respect to matters falling within its responsibility, and shall use good faith efforts to decide such matters unanimously. If consensus cannot be reached by the Joint Project Team, the relevant matter shall be escalated to the Joint Steering Committee for discussion and decision.

6.3.2 Each Party hereby acknowledges and agrees that, notwithstanding the last sentence of Section 11.2.2 of the License Agreement, the Joint Steering Committee shall be responsible for:

(a) the discussion and agreement of any matter escalated by the Joint Project Team or the Joint Financial Committee under Section 6.3.1 or Section 6.5.3 (as applicable) for resolution by the Joint Steering Committee;

(b) the discussion and agreement of updates to the Development Plan as part of the annual review under Section 2.1.2 or updates to the Budget as part of annual review under Section 3.3.1(b) on an annual basis, each such annual update shall be approved no later than [***] days prior to the end of the relevant Calendar Year;

(c) the discussion and agreement of any other amendment or update to the Development Plan or the Budget, and any amendment or update of the CMC Development Plan to allocate any CMC Activities for performance by Sanofi as referred by the Joint Manufacturing Committee under Section 2.8.5;

(d) the discussion and agreement of any modification to the Licensed Product #1 set out in Schedule B;

(e) [***] and

(f) the discussion and agreement of any alternative timeframe with respect to the review of, and submission to the Joint Steering Committee of, any updates to a Development Plan by the Joint Project Team, as part of an annual review under Section 2.1.2, in the case of (b) to (d), as proposed by the Joint Project Team to the Joint Steering Committee pursuant to Sections 6.2(c) or Section 6.2(d) (as applicable), or, in the case of (e) and with respect to the Budget, as proposed by either Party under Section 3.3.2 to reflect the Overspent Costs in question.

6.3.3 If the Joint Steering Committee cannot agree unanimously on any matter set out in Sections 6.3.2(a) to (d) (inclusive) and (f):

(a) if such matter constitutes an amendment or update to the then-current Binding Budget, which causes an increase of Biontech's aggregate share of budgeted Shared Development Costs with respect to [***] covered by then-current Binding Budget by an amount equal to [***] or more, the third and fourth sentences of Section 11.2.4 of the License Agreement and the first two sentences of Section 13.7 of the License Agreement shall apply (but the last two sentences of Section 13.7 of the License Agreement shall not apply). If the Parties' CEOs are unable to settle any dispute

with respect to such matter escalated to them within thirty (30) days from the date that the dispute has been escalated to the CEOs, then Sanofi shall have the deciding vote with respect to such matters; and

(b) otherwise, the third and fourth sentences of Section 11.2.4 of the License Agreement and the last three sentences of Section 13.7 of the License Agreement shall not apply with respect to such matters, and Sanofi shall have a deciding vote with respect to such matters (for the avoidance of doubt, without having to escalate such matter to the Parties' CEOs).

For the avoidance of doubt, any matter set out in Section 6.3.3(a) which is so decided by the Parties' CEOs pursuant to Section 13.7 of the License Agreement and any matter set out in Sections 6.3.3(a) and 6.3.3(b) which is so decided by Sanofi through its exercise of its deciding vote, shall be treated as having been agreed or approved by the Joint Steering Committee for the purposes of this Agreement.

6.3.4 If, during each of Calendar Year [***], Sanofi exercises its final decision-making authority to approve any amendment or update to the Binding Budget (covering any such Calendar Year) which causes an increase in Biontech's share of Shared Development Costs with respect to such Calendar Year (compared with its share of Shared Development Costs had such amendment or update to the Binding Budget not been implemented), then Biontech shall not be required to pay to Sanofi the amount of such increase (the ***Additional Co-Development Costs***) [***] provided that: (i) Biontech shall not be required to pay more than [***].

6.3.5 The Joint Project Team shall not have the authority to amend or modify the terms and conditions of this Agreement or the License Agreement (save for the amendment of the Development Plan and the Budget in accordance with this Section 6.3) or to waive any obligation of either Party under this Agreement or the License Agreement.

6.4 Meetings of the Joint Project Team. The Joint Project Team shall meet no less than once every [***] months, and more often as reasonably considered necessary at the request of either Party, to, among other matters, provide an update on the progress of the Development activities hereunder. The Joint Project Team may meet in person or by means of teleconference, internet conference, videoconference or other similar communications equipment, provided that at least [***] meeting shall be conducted in person in each Calendar Year. Minutes of all meetings of the Joint Project Team shall be prepared by or on behalf of such representative of the Joint Project Team of either Party as the Joint Project Team may

from time to time agree and shall be transmitted by such representative of such Party to all members of the Joint Project Team within [***] days after the date of the meeting. The minutes shall be deemed to be approved by the other Party if the other Party does not object within [***] days of receipt.

6.5 Joint Financial Committee

6.5.1 Each Party shall designate [***] representatives which together shall constitute the joint financial committee (***Joint Financial Committee***). Each Party may replace any of its Joint Financial Committee representatives upon prior notice to the other Party.

6.5.2 The Joint Financial Committee shall be responsible for:

(a) review and approval of any reconciliation report as requested by Biontech under Section 3.3.4(b);

(b) review of the proposed Budget submitted by the Joint Project Team under Section 3.3.1(b), and submission of any comments to the Joint Project Team with respect to such proposed Budget within [***] of its receipt of the proposed Budget from the Joint Project Team;

(c) during each Calendar Quarter, preparation of a forecast of Shared Development Costs reasonably expected to be incurred by each Party with respect to the immediately subsequent Calendar Quarter; and

(d) preparation of necessary documentation to support strategic financial decisions of the Joint Steering Committee in connection with the Development Plan.

6.5.3 The quorum for each Joint Financial Committee meeting shall be at least one (1) representative from each Party. Each Party shall have one collective vote in all decisions of the Joint Financial Committee with respect to matters falling within its responsibility, and shall use good faith efforts to decide all such matters unanimously. If consensus cannot be reached by the Joint Financial Committee, the relevant matter shall be escalated to the Joint Steering Committee for discussion and decision. If the Joint Steering Committee cannot agree on such matter unanimously, the third sentence of Section 11.2.4 (and accordingly Section 13.7) of the License Agreement shall apply with respect to such matter accordingly, except that, the reference to "Parties' CEOs" in Section 13.7 shall instead be deemed to be a reference to Biontech's CEO and Sanofi's Chief Financial Officer with respect to such matter, and any such matter to the extent approved or agreed by the Joint Steering Committee or Biontech's CEO and Sanofi's Chief Financial Officer under Section 13.7 of the License Agreement (as applicable) shall be treated as having been agreed or approved by the Joint Financial Committee for the purposes of this Agreement. The Joint Financial Committee shall not have the authority to amend or modify the terms and conditions of this Agreement or the License Agreement or to waive any obligation of either Party under this Agreement or the License Agreement.

6.6 Joint Patent Committee

6.6.1 Each Party shall designate [***] shall constitute the joint patent committee (***Joint Patent Committee***). Each Party may replace its Joint Patent Committee [***] upon notice to the other Party.

6.6.2 The Joint Patent Committee shall be responsible for:

(a) review and approval of Prosecution and Maintenance decisions regarding Formulation Patents as per Section 4.10.1;

(b) review and approval of Patent Documentation related to Formulation Patents as per Section 4.10.1;

(c) reconciliation of Shared Formulation Patent Costs.

6.6.3 [***]

7. Pharmacovigilance and Regulatory Matters.

7.1 Regulatory Matters. Sanofi or its Affiliate shall have the exclusive right (but not the obligation) to file, submit and maintain any Regulatory Documentation in its name (and such Regulatory Documentation, to the extent filed by Sanofi or its Affiliate, shall be the sole property of Sanofi (or its Affiliate, as applicable)), unless otherwise agreed between the Parties. Without limiting the foregoing, Sanofi or its Affiliate shall be the holder of the Marketing Approval for any Licensed Product #1 in the Field to the extent the relevant applications have been filed by Sanofi or its Affiliate. Sanofi shall lead all interactions with all Regulatory Authorities in all regions. [***]

Biontech shall have the right (but not the obligation) to participate in and attend with Sanofi (with not less than two representatives from Biontech) all meetings with Regulatory Authorities in the Biontech Territory, to the extent permitted by the relevant Regulatory Authority and Applicable Law.

7.2 Pharmacovigilance. To the extent Sanofi or its Affiliate is the sponsor of a clinical trial with respect to a Licensed Product #1 in the Field, Sanofi or its Affiliate shall be the host of the clinical and pharmacovigilance related databases with respect to such clinical trial and shall be responsible for compliance with all Applicable Laws pertaining to the safety of such Licensed Product #1. Each Party shall comply with its respective obligations under the Safety Data Exchange Agreement entered into between the Parties dated October 4, 2018 (***SDEA***). For the avoidance of doubt, such agreement shall constitute a "SDEA" under Section 3.2.3 of the License Agreement.

8. Confidentiality and Data Privacy

8.1 For the avoidance of doubt: (a) any information disclosed by one Party to the other Party pursuant to this Agreement (including through any audit or inspection conducted pursuant to this Agreement or during any meeting of the Joint Project Team, Joint Steering Committee, Joint Manufacturing Committee or the Joint Financial Committee) shall constitute information related to the subject matter of the License Agreement for the purposes of the definition of "Confidential Information" under the License Agreement, and the provisions in such definition and Section 8 of the License Agreement shall apply to such information accordingly; and (b) the Sanofi Co-Development Technology, Co-Development Background Technology of Sanofi, Regulatory Documentation filed by Sanofi or its Affiliate and Clinical Data shall constitute Sanofi's Confidential Information (in respect of which Sanofi is the Disclosing Party and Biontech the Receiving Party) and the Biontech Co-Development Technology, CMC Technology and Co-Development Background Technology of Biontech shall constitute Biontech's Confidential Information (in respect of which Biontech is the Disclosing Party and Sanofi the Receiving Party).

8.2 Notwithstanding any other term of this Agreement, neither Party shall, or shall be required to, transfer to the other Party, any personal data if either Party, acting reasonably, determines that such transfer or any subsequent processing of such personal data would not comply with any Applicable Laws relating to the transfer and processing of such personal data. Each Party shall ensure that any transfer and subsequent processing of such personal data by it under or in connection with this Agreement is lawful, and if required the Parties shall negotiate in good faith and seek to enter into such agreements as are reasonably required to ensure the same, including, where applicable, entering into the Standard Contractual Clauses published by the European Commission. For the purposes of this Section 8.2, "personal data" and "process" shall be construed in accordance with the EU General Data Protection Regulation 2016/679.

9. Term and Termination.

9.1 Term. This Agreement shall be effective from the Effective Amendment Date and shall continue until the completion of all Co-Development Activities and CMC Activities, unless terminated earlier in accordance with Section 9.2 or otherwise agreed between the Parties (the ***Term***).

9.2 Termination.

9.2.1 This Agreement shall terminate automatically:

(a) in the event of any termination or expiry of the License Agreement in its entirety;

(b) in the event of any termination of the License Agreement on a Licensed Product-by-Licensed Product basis, where such Licensed Product is Licensed Product #1, under Section 12.3.1 or Section 12.3.2 of the License Agreement; or

(c) in the event of any termination of the Co-Development of an Option Product under Section 12.2.2 or Section 12.3.4 of the License Agreement, where such Option Product is Licensed Product #1.

9.2.2 Either Party may terminate this Agreement with immediate effect by written notice to the other Party:

(a) if the other Party materially breaches any of its material obligations hereunder and fails to cure such breach [***] following its receipt of written notice thereof from the first Party. In the event of a dispute between the Parties as to whether a material breach has occurred, either Party may refer such dispute to the dispute resolution process set out in Section 13.7 of the License Agreement. Any right to terminate under this Section 9.2.2(a) or Section 12.3.4 of the License Agreement and the cure period shall be suspended in the event that, during the cure period, the Party alleged to have been in material breach shall have in good faith initiated dispute resolution in accordance with Section 13.7 of the License Agreement with respect to the alleged breach, which suspension shall continue until such dispute has been resolved in accordance with Section 13.7 of the License Agreement; or

(b) if the other Party breaches its payment obligations under this Agreement with respect to an aggregate outstanding amount of at least [***] and such Party fails to cure such breach within [***] following its receipt of written notice thereof from the first Party.

9.3 Consequences of Termination or Expiry.

9.3.1 *General consequences.*

(a) In the event of any termination or expiry of this Agreement:

(i) within [***] days of such termination or expiry, each Party shall return or deliver to the other Party all of the other Party's Confidential Information disclosed to such Party under this Agreement, as well as any of the other Party's materials delivered by the other Party under this Agreement, provided that each Party shall be permitted to retain and use any Confidential Information of the other Party which is necessary or useful for such Party to exercise any remaining rights or perform its remaining obligations under this Agreement or under the License Agreement; and

(ii) within [***] days of such termination or expiry, the Parties shall reconcile the Shared Development Costs incurred prior to the date of such termination or expiry (to the extent not previously reconciled under Section 3.3.4), in accordance with the principles set out in Sections 3.1 and 3.2, and shall promptly make any required payments to the other Party as a result of such reconciliation. Except as set forth in Sections 9.3.2(a)(iii) and 9.3.2(c), any Additional Co-Development Costs, to the extent not already paid by Biontech as of the date of such termination or expiry, shall become immediately payable by Biontech.

9.3.2 *Specific consequences.*

(a) In the event of any termination of this Agreement as a result of Sanofi's termination of the entirety of the License Agreement under Section 12.2.1 (*Termination by Sanofi for convenience*) of the License Agreement, in addition to the termination events set out in Section 12.4.2 of the License Agreement:

(i) at Biontech's written request, Sanofi shall: (1) transfer control to Biontech of any ongoing clinical trial being conducted by or on behalf of Sanofi under the Development Plan as of the effective date of termination and (2) continue to conduct such clinical trial (the costs of which as between the Parties, and the invoicing and reconciliation of such costs, shall continue to be governed by Section 3), for up to [***] months to enable such transfer to be completed without interruption of any such clinical trial, whereupon after such transfer Biontech will assume the costs of such clinical trial, provided that, with respect to any such clinical trial for which such transfer is expressly prohibited by the applicable Regulatory Authority, Sanofi shall continue to conduct such clinical trial to completion, at Sanofi's cost and expense;

(ii) the licenses granted to Biontech under Section 4.6 of this Agreement shall survive; and

(iii) for any Additional Co-Development Costs, to the extent not already paid by Biontech as of the date of such termination, the payment schedule pursuant to Section 6.3.4 shall continue to apply.

(b) In the event of any termination of this Agreement as a result of Biontech's termination of co-Development of Licensed Product #1 under Section 12.2.2 (*Termination of co-development by Biontech for convenience*) of the License Agreement, for the avoidance of doubt, (i) the termination consequences set forth in Section 12.4.4 of the License Agreement shall apply; and (ii) the licenses granted to Sanofi under Sections 7.3.1 and 7.3.3(ii) of the License Agreement and under Section 4.7 of this Agreement shall survive.

(c) In the event of any termination of this Agreement as a result of Biontech's termination of the License Agreement under Section 12.3.1 (*Termination for Sanofi's breach*) or Section 12.3.3 (*Termination for Sanofi's insolvency*) of the License Agreement, whether in its entirety or with respect to Licensed Product #1 only, in addition to the termination events set out in Section 12.4.6 of the License Agreement, (1) Section 9.3.2(a)(i) of this Agreement shall apply with respect to any ongoing clinical trial conducted by or on behalf of Sanofi under the Development Plan as of the effective date of such termination; (2) the Clinical Supply Agreement shall automatically terminate with respect to Licensed Product #1 (and such termination shall be treated as a termination by Sanofi pursuant to Section 12.3(c) of the Clinical Supply Agreement); (3) the licenses granted to Biontech under Section 4.6 of this Agreement shall survive; and (4) for any Additional Co-Development Costs, to the extent not already paid by Biontech as of the date of such termination, the payment schedule pursuant to Section 6.3.4 shall continue to apply.

(d) In the event of any termination of this Agreement as a result of Sanofi's termination of the License Agreement under Section 12.3.2 (*termination for Biontech's breach*) or Section 12.3.3 (*termination for Biontech's insolvency*) of the License Agreement (whether in its entirety or with respect to Licensed Product #1 only), in addition to the termination events set out in Section 12.4.8 of the License Agreement:

(i) within [***] after such date of termination, Biontech shall provide to Sanofi a report containing the details set out in Section 2.5(a) to (d)

with respect to the Co-Development Activities performed by or on behalf of Biontech prior to the date of such termination, to the extent not previously reported to Sanofi under Section 2.5;

(ii) promptly upon Sanofi's request: (1) Biontech shall assign (or, in the case of agreements relating to Licensed Product #1 and other products being Developed or Commercialized by Biontech, partially assign) to Sanofi, to the extent assignable (or partially assignable, as applicable), Biontech's rights in any or all agreements with Biontech's Approved Co-Development Third Parties to the extent related to the Co-Development Activities; and (2) Biontech shall provide copies of such agreements to Sanofi. To the extent that any such agreement is not assignable (or partially assignable, as applicable) by Biontech, then such agreement shall not be assigned (or partially assigned, as applicable), and upon the request of Sanofi, Biontech shall cooperate with Sanofi in good faith and allow Sanofi to obtain and to enjoy the benefit of such agreement (or, in the case of any agreement relating to Licensed Product #1 and other products being Developed or Commercialized by Biontech, such agreement to the extent relating to Licensed Product #1) in the form of a license or such other rights;

(iii) to the extent the Manufacturing process with respect to Licensed Product #1 has not completely transferred to Sanofi pursuant to Section 3.3.4 of the License Agreement, at Sanofi's request: (1) Biontech shall transfer such Manufacturing process to Sanofi or its designee or (2) continue to supply to Sanofi with clinical quantities of Licensed Product #1 in the Field subject to a supply agreement to be negotiated and agreed in good faith between the Parties, until the earlier of: (i) [***] after the effective date of termination; or (ii) such Manufacturing process having been completely transferred to Sanofi, or establishment by Sanofi of an alternative supply for such Licensed Product on commercially reasonable terms; and

(iv) Biontech shall, at Sanofi's written request, (a) transfer control to Sanofi of any ongoing clinical trial being conducted by or on behalf of Biontech under the Development Plan as of the effective date of termination and (b) continue to conduct such clinical trials, at Biontech's cost in the case of termination of the License Agreement under Section 12.3.2 (*termination for Biontech's breach*) of the License Agreement, and at Sanofi's cost in the case of termination under Section 12.3.3 (termination for Biontech's insolvency) of the License Agreement in the case of, for up to [***] to enable such transfer to be completed without interruption of any such clinical trial, whereupon after such transfer Sanofi will assume the costs of such clinical trial, provided that, with respect to any such clinical trial for which such transfer is expressly prohibited by the applicable Regulatory Authority, Biontech shall continue to conduct such clinical trial to completion, at Biontech's cost and expense;

(e) In the event of any termination of this Agreement as a result of Sanofi's termination of the co-Development of Licensed Product #1 under Section 12.3.4 (*termination for Biontech's breach of co-development obligations*) of the License Agreement or any termination by Sanofi of this Agreement under Section 9.2.2, for the avoidance of doubt, Section 12.4.9 of the License Agreement shall apply, and the following provisions shall apply in addition:

(i) Biontech shall grant to Sanofi: (a) an exclusive, transferable, worldwide license, with the right to sublicense (subject to Section 7.3.4 of the License Agreement), under the Biontech Background Technology in Schedule D of the License Agreement, Biontech's interest in the Joint Collaboration Technology (if any), Biontech Co-Development Technology and Biontech Foreground Technology to Develop, have Developed,

make, have made, Commercialize and have Commercialized Licensed Product #1 in the Field; and (b) a non-exclusive, transferable, worldwide license, with the rights to sublicense (subject to Section 7.3.4 of the License Agreement), under the Biontech Background Technology (to the extent not set out in Schedule D of the License Agreement) to Develop, have Developed, make, have made, Commercialize and have Commercialized Licensed Product #1 in the Field. For the avoidance of doubt, the foregoing licenses shall not limit Section 7.3 of the License Agreement, and shall not be affected by any termination of the License Agreement (whether in its entirety or with respect to a product). For the purposes of Section 7.3.4(a) of the License Agreement, the phrase "the rights granted to such Party pursuant to Section 7.3.1 to 7.3.3" shall be deemed to also include the rights granted to Sanofi under this Section 9.3.2(e)(i), and for the purposes of Section 7.3.4(b) of the License Agreement, the phrase "the rights granted to it under Section 7.3.1(b) or 7.3.2(b)" shall be deemed to also include rights granted to Sanofi under this Section 9.3.2(e)(i);

(ii) the licenses granted to Sanofi under Section 4.7 shall survive;

(iii) Biontech shall no longer have the right to co-Develop or co-Commercialize Licensed Product #1;

(iv) any milestones payable by Sanofi pursuant to Section 6 of the License Agreement with respect to Licensed Product #1 shall be reduced by [***] and any royalties payable by Sanofi pursuant to Section 6 of the License Agreement to the extent relating to the Net Sales of Licensed Product #1 shall be reduced by [***] and

(v) the events set out in Section 9.3.2(d)(i) to (iv) shall apply.

9.3.3 Survival. Upon the expiry or termination of this Agreement, the provisions of this Agreement shall no longer be of any force or effect, save for the following provisions which shall survive such expiry or termination: Sections 1, 2.6.1 (for the duration set out therein), 2.7 (first sentence), 4 (in accordance with Sections 4.16 and 9.3.2), 8.1, 9.3, 10 and 11 (including the Sections of the License Agreement as incorporated into this Agreement under Section 11.4).

10. Disclaimer of Warranties; Limitation of Liability

10.1 For the avoidance of doubt, the Co-Development Activities constitute Development to be conducted under the License Agreement, and accordingly the provisions of Section 9.3 of the License Agreement shall apply accordingly.

10.2 For the avoidance of doubt, Section 10.3 of the License Agreement shall also apply with respect to this Agreement.

11. General Provisions.

11.1 This Agreement shall be governed by the laws of Germany without reference to its conflict of laws provision. Any dispute arising out of this Agreement shall be constitute a dispute arising between the Parties in connection with the License Agreement, and accordingly Section 13.7 and the second, third and fourth sentences of Section 13.8 of the License Agreement shall apply to any such dispute, subject to Sections 2.8.5, 6.3 and 6.5.3.

11.2 This Agreement (including the Schedules to this Agreement), together with the License Agreement and the Clinical Supply Agreement, represent the entire understanding between the Parties with respect to the subject matter hereof and supersedes all previous oral or written communication or agreements, and all contemporaneous oral communication and agreements between the Parties. Each Party acknowledges and agrees that, if there is any conflict between any provision of this Agreement and any provision of the License Agreement or the Clinical Supply Agreement, such provision of this Agreement shall prevail to the extent of such conflict.

11.3 This Agreement many only be amended, modified or supplemented by the Parties in writing. The same applies to this Section 11.3.

11.4 Sections 13.1, 13.4, 13.5, 13.6, 13.9 and 13.10 of the License Agreement shall be incorporated by reference into this Agreement (and any reference to "this Agreement" in each such incorporated provision shall be construed as a reference to this Agreement).

[*Signatures on the Following Page*]

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

SANOFI

By: /s/ Alban de La Sablière

Alban de La Sablière,

Head of Sanofi Partnering

BIONTECH RNA PHARMACEUTICALS GMBH

By: /s/ Dr. Sierk Poetting

Dr. Sierk Poetting,

Managing Director

Schedule A - Approved Co-Development Third Parties

Approved Co-Development Third Parties of Sanofi:

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Approved Co-Development Third Parties of Biontech:

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Schedule B –Licensed Product #1

SAR441000 - A Mixture containing the following:

- mRNA encoding Interferon alpha
- mRNA encoding IL12
- mRNA encoding IL15sushi
- mRNA encoding GM-CSF

Schedule C – Development Plan

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Schedule E – [***] Formulation for SAR441000

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THE SYMBOL "[***]" DENOTES PLACES WHERE CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (i) NOT MATERIAL, AND (ii) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF PUBLICLY DISCLOSED

SIXTH AMENDMENT TO LEASE AGREEMENT

THIS SIXTH AMENDMENT TO LEASE AGREEMENT (this "**Sixth Amendment**") is dated August 2, 2021 and hereby effective as of August 4, 2021 ("**Effective Date**"), between **TECH PARK 270 III, LLC**, a Maryland limited liability company, having an address at 26 North Euclid Avenue, Pasadena, California 91101 ("**Landlord**"), and **BIONTECH US INC.**, a Delaware corporation, having an address at Suite 110, 40 Erie Street, Cambridge, Massachusetts 02139 ("**Tenant**").

RECITALS

A. Landlord and Kite Pharma, Inc., a Delaware corporation ("**Kite**"), have entered into that certain Lease Agreement ("**Original Lease**") dated as of December 1, 2017, as amended and/or affected by that certain First Amendment to Lease Agreement dated January 29, 2018 ("**First Amendment**"), that certain Second Amendment to Lease Agreement dated February 26, 2018 ("**Second Amendment**"), that certain Third Amendment to Lease Agreement dated September 24, 2018 ("**Third Amendment**") that certain Fourth Amendment to Lease Agreement dated May 23, 2019 ("**Fourth Amendment**"), that certain Fifth Amendment to Lease Agreement dated July 7, 2020 ("**Fifth Amendment**"), that certain Expansion Premises Work Letter dated July 7, 2020 ("**Work Letter**"), that certain letter agreement dated June 23, 2020 (the "**June Letter Agreement**"), that certain letter agreement dated July 23, 2020 ("**July Letter Agreement**"), and that certain that certain Acknowledgement of Commencement Date dated December 7, 2017 ("**Acknowledgment of Commencement Date**" and, together with the Original Lease, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Work Letter, the June Letter Agreement and the July Letter Agreement, the "**Lease**"), wherein Landlord leased to Tenant approximately [***] rentable square feet ("**Premises**") located at Suite 200, 930 Clopper Road, Gaithersburg, Maryland 20878-1301, as more particularly described in the Lease.

B. Landlord, Kite, and Tenant entered into that certain Consent to Assignment dated as of August 2, 2021 ("**Consent**") wherein Landlord consented to the assignment of the Lease from Kite to Tenant since such assignment was not a Permitted Assignment.

C. Landlord and Tenant desire to amend the Lease, among other things, to extend the Base Term for a period of 34 months from the current expiration date of September 30, 2030 to July 31, 2033.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises and conditions contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree that the Lease is amended as follows:

1. **Definitions; Recitals**. Terms used in this Sixth Amendment but not otherwise defined shall have the meanings set forth in the Lease. The Recitals form an integral part of this Sixth Amendment and are hereby incorporated by reference.

2. **First Extension Term**. The Base Term expires at midnight on September 30, 2030. The Base Term is hereby extended, such that it shall run for an additional period ("**First Extension Term**") beginning on October 1, 2030 and, unless earlier terminated or extended in accordance with the terms and conditions of the Lease, expiring 34 months thereafter (i.e., July 31, 2033). For purposes of the Lease, "**Term**" shall mean, collectively, the Base Term and the First Extension Term.

3. **Base Rent for First Extension Term**. During the First Extension Term, the Base Rent for the Premises shall be increased on each anniversary of the Adjustment Date (i.e., October 1 of each year)).

by multiplying the monthly Base Rent payable immediately before such Adjustment Date by the Rent Adjustment Percentage (i.e., [***]%) and adding the resulting amount to the monthly Base Rent payable immediately before such Adjustment Date, as set forth in Section 4 of the Lease. The Parties acknowledge that the first Adjustment Date after the Effective Date shall occur on October 1, 2021. Base Rent, as so adjusted, shall thereafter be due as provided in Section 4 of the Lease.

4. **Amendment to Basic Lease Provisions (Tenant's Notice Address)**. Tenant's Notice Address under the Lease is hereby changed to the following:

Tenant's Notice Address:

[***]
[***]
[***]
[***]

With copies via e-mail to:

[***]
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5. **Identification Signage**. Notwithstanding any contrary provision contained in Section 38(b) of the Lease, Tenant shall have the right to install and affix the Identification Signage on the façade of the Building facing Clopper Road subject to the terms and conditions as more fully set forth in Section 38(b) of the Lease.

6. [***]

7. **Roof Equipment**. Notwithstanding any contrary provision contained in Section 41 of the Lease, Tenant shall have the right (and, where applicable, the obligation) to install, maintain, and remove the Roof Equipment on the top of the roof the Building subject to the terms and conditions as more fully set forth in Section 41 of the Lease.

8. **Landlord Representations**. Landlord represents and warrants to Tenant that (i) the Lease, as amended by this Sixth Amendment, represents the entire agreement between Landlord and Tenant and there are no further or other instruments or agreements, written or verbal, between Landlord and Tenant regarding the lease of the Premises, (ii) Tenant is not in default pursuant to the terms of the Lease, and to Landlord's Knowledge (as defined below), no event has occurred that, with the passage of time, or the giving of notice, or both, would constitute a default by Tenant under the Lease, (iii) both the Commencement Date and the Expansion Premises Commencement Date have occurred, (iv) [***]. For purposes of this paragraph, "**Landlord's Knowledge**" means the current actual knowledge after reasonable inquiry of Lawrence J. Diamond, Co-Chief Operating Officer of Alexandria Real Estate Equities, Inc. In no event whatsoever shall Mr. Diamond have any personal liability under this Sixth Amendment.

9. **Miscellaneous.**

a. This Sixth Amendment is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This Sixth Amendment may be amended only by an agreement in writing, signed by the parties hereto.

b. This Sixth Amendment is binding upon and shall inure to the benefit of the parties hereto, their respective agents, employees, representatives, officers, directors, divisions, subsidiaries, affiliates, assigns, heirs, successors in interest and shareholders.

c. This Sixth Amendment may be executed in 2 or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature process complying with the U.S. federal ESIGN Act of 2000), or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Electronic signatures shall be deemed original signatures for purposes of this Sixth Amendment and all matters related thereto, with such electronic signatures having the same legal effect as original signatures.

d. Tenant and Landlord represents and warrants to the other that neither has dealt with any broker, agent, or other person (collectively, "**Broker**") in connection with this Sixth Amendment and that no Broker brought about this transaction by or through the actions of such party. Landlord and Tenant hereby agrees to indemnify and hold each other harmless from and against any claims by any Broker claiming a commission or other form of compensation by virtue of having dealt with either Landlord or Tenant, respectively, with regard to this Sixth Amendment.

e. Except as amended and/or modified by this Sixth Amendment, the Lease is hereby ratified and confirmed and all other terms of the Lease shall remain in full force and effect, unaltered and unchanged by this Sixth Amendment. In the event of any conflict between the provisions of this Sixth Amendment and the provisions of the Lease, the provisions of this Sixth Amendment shall prevail. Regardless of whether specifically amended by this Sixth Amendment, all of the terms and provisions of the Lease are hereby amended to the extent necessary to give effect to the purpose and intent of this Sixth Amendment. All references in the Lease to the "Lease" shall be deemed to be a reference to the Lease as amended by this Sixth Amendment.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment under seal as of the day and year first above written.

TENANT:

BIONTECH US INC.,
a Delaware corporation

By: /s/ Richard Gaynor (SEAL)
Name: Richard Gaynor
Title: President

LANDLORD:

TECH PARK 270 III, LLC,
a Maryland limited liability company

By: ARE-MM Tech Park 270 III, LLC,
a Delaware limited liability company,
managing member

By: ARE-930 Clopper Road, LLC,
a Delaware limited liability company,
managing member

By: Alexandria Real Estate Equities, L.P.,
a Delaware limited partnership,
managing member

By: ARE-QRS CORP.,
a Maryland corporation,
general partner

By:_____(SEAL)
Name:_____
Title:_____

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment under seal as of the day and year first above written.

TENANT:

BIONTECH US INC.,
a Delaware corporation

By: /s/ Richard Gaynor (SEAL)
Name: Richard Gaynor
Title: President

LANDLORD:

TECH PARK 270 III, LLC,
a Maryland limited liability company

By: ARE-MM Tech Park 270 III, LLC,
a Delaware limited liability company,
managing member

By: ARE-930 Clopper Road, LLC,
a Delaware limited liability company,
managing member

By: Alexandria Real Estate Equities, L.P.,
a Delaware limited partnership,
managing member

By: ARE-QRS CORP.,
a Maryland corporation,
general partner

By: /s/ Gregory Kay (SEAL)
Name: Gregory Kay
Title: Senior Vice President
Real Estate Legal Affairs

THE SYMBOL "[***]" DENOTES PLACES WHERE CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (i) NOT MATERIAL, AND (ii) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF PUBLICLY DISCLOSED

Side Letter No 5

to

LICENSE AND COLLABORATION AGREEMENT

by and between

BioNTech SE

and

Genmab A/S

This Side Letter No 5 is made and entered into as of 12th August 2021 (***Side Letter No 5 Effective Date***) by and between **BioNTech SE**, a German corporation having its principal office at An der Goldgrube 12, 55131 Mainz, Germany (***Biontech***) and **Genmab A/S**, CVR no. 21023884, a Danish corporation having its principal office at Kalvebod Brygge 43, DK-1560 Copenhagen V, Denmark, (***Genmab***) (Biontech and Genmab each a ***Party*** and together the ***Parties***).

PREAMBLE

WHEREAS, the Parties entered into a License and Collaboration Agreement as of 19th May 2015, with subsequent amendments and side letters ("Agreement") under which the Parties collaborate with respect to research, development and commercialization of among others the Collaboration Products [***];

WHEREAS, the Parties would like to develop [***] and Genmab has entered into a certain [***] (said agreement is hereinafter referred to as the "[***]") under which [***], ("[***]") would conduct certain work with such objective under specific Project Schedules (as defined below) executed under the [***];

WHEREAS, the Parties would inter alia like i) to clarify how ownership of intellectual property arising under the [***] will be treated under the Agreement and ii) to ensure that Genmab has the necessary rights to grant the licenses under the [***] to [***];

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree to the following:

1. Except as otherwise defined herein, the words and phrases in the Agreement shall have the same meaning in this Side Letter No 5.

2. DEFINITIONS

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3. Genmab has provided a copy of the executed version of the [***] to a limited group of representatives of Biontech under the [***] dated 6th January between [***], Biontech and Genmab US, Inc., subject to the letter agreement between Biontech and Genmab US, Inc. dated 4th June 2021. The [***] is hereby incorporated into this Side Letter No 5 by reference. Notwithstanding Section [***] of the [***], the Parties and [***] have agreed that any [***] IP generated under Project Schedule [***] shall be equally and jointly owned by

[***]. Project Schedule [***] is hereby incorporated into this Side Letter No 5 by reference. In case Genmab and [***]negotiate an amendment to the [***] that relates to and/or affects a [***] Project Schedule that has been entered into in accordance with Section 4 below, Genmab shall involve Biontech in the process by (i) [***] and (ii) [***] Genmab and [***] shall not amend the [***] in a way that adversely affects Biontech's rights with respect to a [***] Project Schedule that has been entered into in accordance with Section 4 below, without obtaining Biontech's prior written consent, which can be provided via e-mail and which shall not be unreasonably withheld or delayed. The Parties acknowledge and agree that this Side Letter shall only apply to [***]

collectively, "[***] Project Schedules".

Genmab acknowledges and agrees that the [***] Project Schedules are subject to the approval of Biontech in accordance with Section 4 below. Furthermore, Genmab acknowledges and agrees that it shall use commercially reasonable efforts to negotiate with [***] to secure that [***] IP generated under all future executed [***] Project Schedules shall be jointly and equally owned by [***].

4. Subject to the terms and conditions of this Side Letter No 5, Biontech hereby accepts and agrees

   a) that Genmab may enter into t the [***] Project Schedules under the [***] and that the terms of the [***] will be applicable to such [***] Project Schedules; provided, however, Genmab discloses the initial version of the relevant [***] Project Schedules (including the budget) to Biontech for review. Genmab shall continue to consult in good faith with Biontech throughout the negotiation of the [***] Project Schedules and shall not execute any [***] Project Schedules without Biontech's prior written consent, which can be provided via e-mail and which shall not be unreasonably withheld or delayed; and

   b) that Genmab may enter into any Change Orders to any [***] Project Schedules and that the terms of the [***] will be applicable to such Change Orders; provided, however, Genmab discloses the initial version of the relevant Change Order (including changes to the budget, if any) to Biontech for review. Genmab shall continue to consult in good faith with Biontech throughout the negotiation of the relevant Change Order and shall not execute any Change Order to a [***] Project Schedule without Biontech's prior written consent.

which can be provided via e-mail and which shall not be unreasonably withheld or delayed.

Biontech agrees to adhere to the terms of the [***] with respect to any subject matter covered by any [***] Project Schedule(s) (as amended by any Change Order(s)) that have been entered into in accordance with this Section 4. In case any work performed by Genmab under such [***] Project Schedule(s) or the fulfilment by Genmab of any of its obligations under such [***] Project Schedule(s) or the [***] requires a deviation from the terms of the Agreement, Biontech consents to the performance of such work or fulfilment by Genmab of such obligations, *provided, however*, that (i) Biontech is named third party beneficiary under the relevant [***] Project Schedule(s) pursuant to Section 21 below and (ii) that (A) [***] IP under Sections [***] of the [***] arising out of any work performed under the [***] Project Schedule(s) will, as between Biontech and Genmab, be treated as Program Inventions under the Agreement, always subject to Sections [***] of the [***] and subject to Section 9 below, and (B) [***] IP under Sections [***] of the [***] arising out of any work performed under the [***] Project Schedule(s) will, as between Biontech and Genmab, for all practical purposes be treated as Program Inventions under the Agreement, provided that Genmab shall [***] of such [***] IP with [***], and if set forth in the relevant [***] Project Schedule(s), Biontech, and always subject to Sections [***] of the [***] and subject to Section 10 below.

5. On Genmab's reasonable request, Biontech shall without undue delay provide Genmab with reasonable assistance in connection with the performance of Genmab's obligations under the [***] in relation to any [***] Project Schedule(s) entered into in accordance with Section 4 above (as amended by any Change Order(s)) in the event such assistance is reasonably required to comply with the [***] (including the relevant [***] Project Schedule(s)).

6. All and any costs (including but not limited to any termination costs) incurred by or on behalf of Genmab in relation to any [***] Project Schedules (as amended by any Change Order(s)) that have been entered into in accordance with Section 4 above shall constitute [***] in accordance with the [***] mechanism under the Agreement. Any [***] incurred by Genmab under the [***] shall be borne solely by Genmab and shall not be considered [***] except to the extent that such [***] are a result of any breach by Biontech of any of its obligations pursuant to this Side Letter No 5 (including, for clarity, any in relation to any work performed on behalf of Genmab pursuant to a [***] Project Schedule).

7. Any [***] Intellectual Property is deemed to be comprised by the term "[***]" when such term is used in the Agreement, including but not limited to Section [***] thereof.

8. Any [***] Intellectual Property is deemed to be comprised by the term "[***]" when such term is used in the Agreement, including but not limited to Section [***] thereof.

9. Genmab shall inform Biontech of any [***] IP generated under any [***] Project Schedule. To the extent such [***] IP is generated by [***] or its employees, agents or independent contractors, such information shall be made without undue delay upon Genmab's receipt of [***] notification in accordance with Section [***] of the [***]. To the extent such [***] IP is generated by Genmab or its employees, agents or independent contractors, such information shall be made without undue delay upon Genmab's notification to [***] in accordance with Section [***] of the [***]. All [***] IP, including Intellectual Property thereto, which as between Genmab and [***] would be solely owned by Genmab under the [***] (cf. Section [***] of the [***]) ("[***] IP") shall be deemed Program Inventions under the Agreement. With respect to any such Program Inventions that would constitute [***] IP and be jointly owned by the Parties pursuant to Section [***] of the Agreement, the Parties hereby agree that such [***] IP shall solely be used by the Parties within the scope of the Agreement.

10. Notwithstanding Section [***] of the [***], Genmab shall not be entitled to practice, exploit or license [***] IP, including Intellectual Property thereto, which as between Genmab and [***] would be jointly and equally owned by [***] under the [***] without the prior written consent of Biontech. If Biontech provides such written consent, Genmab hereby grants to Biontech a [***] sublicense [***] under its rights under Section [***] [***] of the [***] within the scope of such consent. In the event a [***] Project Schedule that has been entered into in accordance with Section 4 above states that [***] IP generated under such executed [***] Project Schedule shall be jointly and equally owned by [***], this Section 10 shall also be applicable to Biontech *mutatis mutandis* with respect to such [***] IP.

11. To the extent Biontech performs any part of any [***] on behalf of Genmab, Biontech hereby agrees that such work shall be subject to the terms of the [***], including but not limited to Sections [***] in the [***], and hereby assigns to Genmab any of its rights to any [***] IP to the extent required to enable Genmab to convey such rights to [***] as required in accordance with the terms and conditions of Section [***] in the [***]. For clarity, the costs incurred by or on behalf of Biontech for such work shall be [***] in accordance with the terms of the Agreement.

12. Notwithstanding any provisions to the contrary in the Agreement, Biontech hereby agrees that Genmab is entitled to grant to [***] a sublicense under the license according to Section [***] in the Agreement in order for [***] to perform its obligations or to exercise any of its rights under the relevant [***] Project Schedules (as amended by any Change Order(s)) that have been entered into in accordance with Section 4 above and the [***].

13. Notwithstanding any provisions to the contrary in the Agreement, [***] hereby agrees that [***] is entitled to grant to [***] a license under any [***] IP in order for [***] to perform its obligations or to exercise any of its rights under the relevant [***] Project Schedules (as amended by any Change Order(s)) that have been entered into in accordance with Section 4 above and the [***].

14. Notwithstanding Section 9 above and any provisions to the contrary in the Agreement, [***] hereby agrees that [***] may grant to [***] a) the license set forth in Section [***] of the [***] with respect to any [***] Intellectual Property and [***] IP and b) the license set forth in Section [***] of the [***] with respect to any [***] IP.

15. To the extent that any [***] would fall within the definition of [***] IP or the definition of [***] Intellectual Property and notwithstanding any provisions to the contrary in the Agreement, [***] hereby agrees that [***] is entitled to grant to [***] the licenses set forth in Sections [***] in the [***].

16. Under its license from [***] pursuant to Section [***] of the [***], and subject to the terms and conditions of the Agreement and the [***], Genmab hereby grants to Biontech a [***] license in [***] under [***] Intellectual Property and the [***] IP [***]), in accordance with the [***] and the relevant [***] Project Schedule(s) and shall, upon Biontech's request, make available to Biontech such [***] Intellectual Property and [***] IP (e.g., any [***] included in such IP) to the extent required to enable Biontech to make use of the license granted in this Section 16.

17. The right to [***] IP as set forth in Section 9 above, the license granted in Section 16 above as well as any disclosures by Genmab to Biontech of [***] IP, [***] IP, [***] Confidential Information, Deliverables (as defined in the [***]) shall be subject to the non-use and confidentiality obligations and restrictions that apply to Genmab under the [***], including without limitation the obligations set forth in Section [***] of the [***]. Biontech hereby agrees to comply with all and any such obligations and restrictions that apply to Genmab under the [***] with respect to such right, license and disclosures.

18. Biontech agrees that Genmab may disclose any Confidential Information of Biontech to [***] under the relevant [***] Project Schedules (as amended by any Change Order(s)) to the extent [***] needs to know such Confidential Information in order to perform its obligations or to exercise any of its rights under the relevant [***] Project Schedules (as amended by any Change Order(s)) and the [***]

19. Genmab and Biontech shall agree on any material decisions to be made under any [***] Project Schedules in relation to 1) any Collaboration Product, 2) [***] Matters relating to any Collaboration Product, or 3) [***] Matters relating to any Collaboration Product ("Material Decisions"). For clarity, Material Decisions could include decisions on e.g. determination of [***] (as defined in the [***]), sourcing of [***] and [***] strategy, [***] strategy and [***] strategy for any Collaboration Product.

20. In case a Committee meeting will address one or more matter(s) that is/are relevant to any [***] Project Schedules ("Matter(s)"), Genmab shall ensure to invite a representative of Biontech to attend such Committee meeting solely with respect to such Matter(s). Without limiting the generality of Section 17 above, Biontech hereby agrees and shall ensure that any such representative shall be bound by the non-use and confidentiality obligations that apply to Genmab under the [***]. For clarity, any such representative shall have the right to participate in such Committee meeting but shall not have the right to vote on any Committee matters. Prior to any such Committee meeting, Genmab and Biontech shall agree on any Material Decisions that are to be taken with respect to the relevant Matter(s) during such Committee meeting and Genmab shall submit its vote on such Material Decisions in accordance with what has been agreed between Genmab and Biontech with respect to such Material Decisions.

21. A [***] Project Schedule that has been approved by Biontech in accordance with Section 4 above, may state that [***] and Genmab have agreed that Biontech is an intended third party beneficiary regarding Genmab's ownership interests in, and Genmab's rights to exploit, the [***] IP and [***] IP under Sections [***] of the [***], and the [***] license to Genmab under Section [***] of the [***] with respect to [***] and related Intellectual Property arising pursuant to performance of such [***] Project Schedule (collectively, the "[***] IP Rights"). In such event, such third party beneficiary designation of Biontech in such [***] Project Schedule reflects a desire of Genmab and Biontech to align their interests with respect to intellectual property rights and licenses as described in the [***]. Regarding Biontech's intended third party beneficiary designation the following conditions will apply: (a) Biontech will not exercise its third party beneficiary rights ("3PB Rights") unless Genmab fails to enforce any of the Genmab IP Rights that are within the scope of such 3PB Rights (taking reasonably into account Biontech's interest as third party beneficiary); (b) if Genmab so fails to enforce any such [***] IP Rights, and if Biontech has reasonably determined that it wishes to exercise its 3PB Rights in respect of such Genmab failure, then before exercising such 3PB Rights, Biontech must first notify Genmab in writing of such determination and its intended exercise, with a description of the [***] IP Rights that Genmab has failed to enforce;
(c) before exercising Biontech's right to enforce pursuant to its 3PB Rights, Genmab shall have [***] to enforce such described [***] IP Rights, or to provide to Biontech commercially reasonable reasons (taking reasonably into account Biontech's interest as third party beneficiary) why Genmab has not undertaken such enforcement; and (d) only if Genmab (i) fails to so enforce, or (ii) has not provided commercially reasonable reasons for its decision not to enforce (taking reasonably into account Biontech's interest as third party beneficiary), in each case of (i) and (ii), within such period pursuant to the foregoing clause (c), will Biontech be free to exercise its 3PB Rights, and only with respect to the

Genmab IP Rights described in Biontech's written notification that Genmab failed to enforce or to explain pursuant to the foregoing clause (c). Notwithstanding the above in this Section 21, in no event shall Biontech have any rights to enforce any 3PB Rights with respect to any Genmab Unilateral Product.

22. This Side Letter No 5 shall be governed by the same governing law as the Agreement, and all disputes arising out of or in connection with this Side Letter No 5 shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce as set forth in Section 17.10 of the Agreement.

23. The Parties agree that this Side Letter No 5 may be signed using a DocuSign® electronic signature. Such electronic signature is the legally binding equivalent to a Party's handwritten signature and it has the same validity, enforceability and meaning as a handwritten signature and the Parties hereby waive any objection to the contrary.

IN WITNESS WHEREOF, the Parties hereto have caused this Side Letter No 5 to be executed and delivered as of the Side Letter No 5 Effective Date.

GENMAB A/S		BIONTECH SE	
By:	[***]	By:	[***]
Name:	[***]	Name:	[***]
Title:	[***]	Title:	[***]

THE SYMBOL "[***]" DENOTES PLACES WHERE CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (i) NOT MATERIAL, AND (ii) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF PUBLICLY DISCLOSED

UNIVERSITY OF PENNSYLVANIA

AMENDMENT NO. 1 TO COLLABORATION & LICENSE AGREEMENT

This Amendment No. 1 to the Collaboration & License Agreement ("**Amendment**") by and between The Trustees of the University of Pennsylvania, a Pennsylvania nonprofit corporation ("**Penn**"), with offices located at Penn Center for Innovation, 3600 Civic Center Blvd, 9th Floor, Philadelphia, PA 19104-4310, and BioNTech SE, a German corporation ("**Sponsor**"), having a place of business at An der Goldgrube 12, 55131 Mainz, Germany is effective September 8, 2021 ("**Amendment Effective Date**"). Penn and Sponsor may be referred to herein as a "**Party**" or, collectively, as "**Parties**".

RECITALS:

WHEREAS, the Parties entered into a Collaboration & License Agreement dated October 9, 2018 ("**Agreement**") under which the Parties are undertaking the development, manufacture and commercialization of mRNA vaccines for infectious diseases, including RNA synthesis, formulation and GMP manufacturing. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement;

WHEREAS, on January 4, 2021, BioNTech RNA Pharmaceuticals GmbH transferred all its assets to BioNTech SE with economic effect as of January 1, 2021, including the Agreement.

WHEREAS, Penn and BioNTech are now entering into this Amendment because Penn has conducted, at the request of BioNTech, translational research and IND enabling activities revolving around HSV-2 vaccine, and BioNTech desires that Penn conduct additional research and IND enabling activities related to the HSV-2 vaccine development program;

WHEREAS, the Parties want to reimburse Penn for translational research and IND enabling activities undertaken and align on research and IND enabling activities to be conducted at Penn revolving around the HSV-2 mRNA vaccine and future mRNA vaccines for infectious diseases under the Research Program; and

WHEREAS, the Parties now desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the various promises and undertakings set forth herein, the Parties agree as follows:

1. **Scope of work and Budget**. The Research Program detailed in Exhibit C to the Agreement and Initial Research Program Budget as set forth in Exhibit G to the Agreement are hereby amended to include the additional research plans and additional research budgets in Attachment A-1 hereto.

2. **Funding of the Research Program.** The following language shall be added to the end of Section 2.3.1 of the Agreement,

   "During the Research Term, Licensee shall provide additional funding to Penn to support additional research and IND enabling activities conducted at Penn as mutually agreed to under work plans described in Exhibits C-1 through C-8 (each an "**Additional Research Plan**") and corresponding budgets in Exhibit G-1 through G-8 (each an "**Additional Research Budget**"). Future Additional Research Plans and Additional Research Budgets may be mutually agreed to and if executed by a duly authorized representative of each Party, such Additional Research Plans shall be added to the Agreement as Exhibit C-9, C-10, etc. and such associated Additional Research Budgets as Exhibits G-9, G-10, etc. Any Additional Research Budget shall be in addition to and shall not decrease, draw down from, or otherwise impact the Research Funding Commitment."

3. **Payment of Additional Research Budget.** Licensee shall pay Penn [***] US Dollars ($[***]) in accordance with the terms set forth in Exhibit G-1 to G-8, within [***] after invoice receipt.

4. **Entire Agreement of the Parties; Amendments.** The Agreement, including any Exhibits, as amended by this Amendment, constitutes and contains the entire understanding and agreement of the Parties with respect to the subject matter hereof and cancel and supersedes any and all prior negotiations, correspondence, understandings and agreements between the Parties, whether oral or written, regarding such subject matter. No waiver, modification or amendment of any provision of the Agreement as amended and/or this Amendment shall be valid or effective unless made in a writing referencing the Agreement and/or this Amendment and signed by a duly authorized officer of each Party.

5. **Conflict.** Other than as set forth in this Amendment, all the terms and conditions of the Agreement shall continue in full force and effect. In the event of a conflict between the Agreement and the Amendment, the Amendment shall control.

6. **Counterparts.** This Amendment may be executed in counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument. A portable document format (PDF) or electronic copy of this Amendment, including the signature pages, will be deemed an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereby execute this Amendment as of the date first written above.

THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA

By: /s/ John S. Swartley
Name: John S. Swartley

Title: Associate Vice Provost for Research, and Managing Director, Penn Center for Innovation

I have read and understood the responsibilities of the Designated Penn Contact:

By: /s/ Harvey Friedman, MD
Name: Harvey Friedman, MD

BIONTECH SE

By: /s/ Sierk Poetting
Name: Sierk Poetting
Title: Managing Director

Attachment A-1

Additional Research Budget (Exhibits C-1 through C-7)

Exhibit C-1

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TRON

TRON gGmbH, Freiligrathstraße 12, D-55131 Mainz

BioNTech SE
An der Goldgrube 12
55131 Mainz

TRON gGmbH
Freiligrathstraße 12
D – 55131 Mainz

[***]
[***]
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Transfer of Source Code for MyMUT® Software Version [***] 10.09.2021

TRON gGmbH is currently developing MyMut Software Version [***] and intends to successively transfer the full source code of the MyMUT® software version [***] latest by October 15th, 2021 under the URL [***], encrypted zip archive, the key will be sent separately as a printout; to BioNTech. With regard to the use of the data and the software by BioNTech SE, TRON recognizes that the software will be used for the so-called IVAC project.

Since the IVAC Supplementary Agreement dated January 1st 2015 between TRON and BioNTech expired on December 31st 2019 and no other related agreement between BioNTech SE and TRON gGmbH has been concluded so far, TRON hereby transfer these data (including inventions, rights to patent applications / patents and so-called trade secrets) subject to the rights of use to which TRON, TRON AFFILIATED COMPANIES and the respective cooperation partners are entitled in the IVAC Supplementary Agreement with the proviso that Sec. 6.4.1. of the Framework Collaboration Agreement ("WPS") between BioNTech SE and TRON gGmbH is applied as amended in Schedule 1, which amendment shall be effective solely for the purpose of this letter and the exploitation of the SOURCE CODE including any so called trade secret inventions contained in the SOURCE CODE . All other terms of the IVAC Supplementary Agreement shall remain unaffected. The parties further agree via separate amendment, to extend the term of the IVAC Supplemental Agreement to Dec. 31st 2023.

BioNTech SE accepts transfer under this letter agreement and recognizes the fulfillment of the obligations by TRON according to the IVAC Supplementary Agreement with regard to the above data.

Mainz, Sep 16, 2021

Mainz, 13-09-2021

/s/ Michael Föhlings
Michael Föhlings
Managing Director

/s/ Dr. Andrée Rothermel
Dr. Andrée Rothermel
Managing Director

/s/ Sierk Poetting
Sierk Poetting
COO, Managing Director BioNTech

TRON

Schedule 1
Amendment to Sec. 6.4.1. of the Framework Collaboration Agreement ("WP5")

This Amendment is agreed by the PARTIES for the sole purpose of regulating the remuneration payable by the relevant BIONTECH PARTY to TRON for the exploitation of a TRADE SECRET INVENTION to the extent any such TRADE SECRET INVENTION is part of the source code of the MyMUT® software version N under the URL [***], encrypted zip archive; the key will be sent separately as a printout) (the "SOURCE CODE"). For this purpose only, Sec. 6.4.1 of the Framework Collaboration Agreement ("WP5") will read as follows:

"For the WP5 CONTRACTUAL PRODUCTS sold by it or its licensees (or sublicensees) to THIRD PARTIES which fall within the scope of protection of a VALID CLAIM of a WP5 PROJECT PATENT or a TRADE SECRET INVENTION, the BIONTECH PARTY shall pay TRON remuneration to the amount of

(i) [***] percent ([***]) of the WP5 CONTRACTUAL PRODUCT's NET SELLING PRICE up to an annual aggregate worldwide NET SELLING PRICE per WP5 CONTRACTUAL PRODUCT of [***] euro (€[***]); and

(ii) [***] percent ([***]) of the WP5 CONTRACTUAL PRODUCT's NET SELLING PRICE if the annual aggregate worldwide NET SELLING PRICE per WP5 CONTRACTUAL PRODUCT exceeds [***] euro ([***]).

The aforementioned remuneration under this clause 6.4.1 shall be paid on a country-by-country basis for so long as the relevant WP5 CONTRACTUAL PRODUCT is covered by a VALID CLAIM of a WP5 PROJECT PATENT in the country of sale. If a WP5 CONTRACTUAL PRODUCT falls within the scope of a TRADE SECRET INVENTION, it is the mutual expectation of the PARTIES that the exploitation of such TRADE SECRET INVENTION will be coherent and jointly together with the exploitation of one or more WP5 PROJECT PATENTS.

Based on that understanding, the royalty pursuant to this clause 6.4.1 for the use of a TRADE SECRET INVENTION shall only be payable (x) if the relevant WP5 CONTRACTUAL PRODUCT also falls within the scope of protection of a VALID CLAIM of a WP5 PROJECT PATENT or, (y) in the event that the BIONTECH PARTY should exploit a TRADE SECRET INVENTION by entering into an agreement with a THIRD PARTY, if the relevant WP5 CONTRACTUAL PRODUCT also falls within the scope of protection of a VALID CLAIM of a patent (co-)owned by such THIRD PARTY ("THIRD PARTY PATENT").

The royalty is payable, on a WP5 CONTRACTUAL PRODUCT-by- WP5 CONTRACTUAL PRODUCT basis, only once per WP5 CONTRACTUAL PRODUCT, even if a WP5 CONTRACTUAL PRODUCT falls within the scope of protection of several WP5 PROJECT PATENTS and/or TRADE SECRET INVENTIONS."

For the avoidance of doubt, the sentence in Sec. 6.4.1. of the Framework Collaboration Agreement "WP5") starting "*If such exploitation is undertaken……*" shall be deleted in its entirety.

For all other purposes the original version of Sec. 6.4.1 shall remain unchanged, in full effect and shall not be affected by the aforementioned amendment.

TRON – Translationale Onkologie an der Universitätsmedizin der Johannes Gutenberg-Universität Mainz gemeinnützige GmbH

Bankverbindung: Mainzer Volksbank eG, BIC [***], IBAN [***]
Amtsgericht Mainz: HRB 46191 – **USt.-Id.Nr.:** DE 260156592
[***]

Amendment to Letter Agreement of November 11, 2020 in relation to Genmab's proprietary [***]

This Amendment Agreement to the Letter Agreement of November 11, 2020 (the ***Letter Agreement Amendment***) is entered into as of 15 December 2021 by and between

BioNTech SE, a German corporation having its principal office at An der Goldgrube 12, 55131 Mainz, Germany **(*Biontech*)**

and

Genmab A/S, CVR no. 21023884, a Danish corporation having its principal office at Bredgade 34E, P.O. Box 9068, DK-1260 Copenhagen K, Denmark, (***Genmab***).

(Biontech and Genmab each a ***Party*** and together the ***Parties***)

PREAMBLE

WHEREAS, as of 11 November 2020, the Parties have concluded a letter agreement (the ***Letter Agreement***, as amended from time to time) relating to the potential expansion of the License and Collaboration Agreement concluded by the Parties as of 19 May 2015 (the ***Collaboration Agreement***),

WHEREAS the Letter Agreement has been extended by the Parties several times and will currently expire on 15 December 2021,

WHEREAS, under the Letter Agreement, the Parties are negotiating an amendment to the Collaboration Agreement to expand the terms of the Collaboration Agreement to include Genmab's proprietary [***]. The current status of such negotiation is reflected in (i) the draft Amendment version sent by Genmab to Biontech on [***] attached to this Letter Agreement Amendment as Appendix 1 and (ii) the issues list produced by Biontech in response to such version attached to this Letter Agreement Amendment as Appendix 2.

WHEREAS, the Parties have decided to no longer pursue their collaboration in relation to the [***] product under an amendment to the Collaboration Agreement, but to establish a separate agreement for such purpose (the **[***] *Agreement***).

WHEREAS, the Parties intend to negotiate and execute such [***] Agreement as quickly as possible, but in any event no later than [***].

WHEREAS, until the [***] Agreement has been executed, the Parties wish to continue their development of the [***] product pursuant to the terms of the Letter Agreement, as amended by this Letter Agreement Amendment.

NOW, THEREFORE, the Parties hereby agree as follows:

1. NEGOTIATION OF [***] AGREEMENT

1.1 The Parties agree to negotiate in good faith the [***] Agreement to govern their collaboration in relation to the development of Genmab's proprietary [***] antibody with the goal to execute such agreement as early as possible, but in any event no later than [***].

1.2 The [***] Agreement shall be based on:

(i) [***] and

(ii) [***], and

(iii) [***].

1.3 Biontech will prepare a draft amended and restated Collaboration Agreement and on that basis subsequently a first draft of the [***] Agreement and provide such drafts to Genmab for review as soon as reasonably possible.

2. AMENDMENTS TO LETTER AGREEMENT

2.1 The Parties agree to extend the "Expiry Date" under Letter Agreement until [***].

2.2 In the event that, prior to the Expiry Date or to the execution of the [***] Agreement, (i) the Joint Steering Committee mutually decides to discontinue the Development of the [***] product and/or (ii) a Regulatory Authority suspends the Clinical Study referred to by the Parties as [***] for the [***] product due to product safety or quality issues and such Clinical Study is not allowed to resume prior to the Expiry Date or execution of the [***] Agreement, the following shall apply, unless otherwise agreed in writing:

(a) The Parties shall share all costs for the Development of the [***] product as per the then current Development Plan and Budget to the extent such costs have been incurred or committed to by the Parties during the Negotiation Period, and in accordance with the principles set out in Section 7.3 to 7.11 of the Collaboration Agreement. Following an event described in this Section 2.2, romanette (i) and (ii) above, Genmab and Biontech will each invoice the other party for the costs to be shared in accordance with the principles set out in Section 7.6 of the Collaboration Agreement.

(b) The Parties shall work together to ensure that any ongoing activities related to the [***] product are properly wound down, and shall share costs related to such winding down, if any; and

(c) Neither Party shall have the right to continue Development, Manufacturing or Commercialization of the [***] product without prior written agreement between the Parties.

3. OTHER

3.1 Capitalized terms used in this Letter Agreement Amendment that are not defined in it shall have the meanings given to them in the Letter Agreement, or, to the extent such capitalized terms are not defined in the Letter Agreement, the meanings given to them in the Agreement.

3.2 Save as set forth in this Letter Agreement Amendment, all other terms and conditions of the Letter Agreement shall remain in full force and effect.

3.3 The Parties agree that this Letter Agreement Amendment may be signed using DocuSign® electronic signature. Such electronic signature is the legally binding equivalent to a Party's handwritten signature and it has the same validity, enforceability and meaning as a handwritten signature and the Parties hereby waive any objection to the contrary.

For Genmab A/S:

[***]

Anthony Mancini

Executive Vice President & Chief Operating Officer

For Biontech SE:

Dr. Sierk Pötting

[***]

Managing Director

Appendices:

Appendix 1 – Draft Version of Amendment No 7 to the Collaboration Agreement as provided by Genmab on [***] (with redlines by Genmab)

Appendix 2 – Open Issues List as provided by Biontech on [***]

THE SYMBOL "[***]" DENOTES PLACES WHERE CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH (i) NOT MATERIAL, AND (ii) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF PUBLICLY DISCLOSED

UNIVERSITY OF PENNSYLVANIA

AMENDMENT NO. 2 TO COLLABORATION & LICENSE AGREEMENT

This Amendment No.2 to the Collaboration & License Agreement ("**Amendment No. 2** ") by and between The Trustees of the University of Pennsylvania, a Pennsylvania nonprofit corporation ("**Penn**"), with offices located at Penn Center for Innovation, 3600 Civic Center Blvd, 9th Floor, Philadelphia, PA 19104-4310, and BioNTech SE, a German corporation ("**Licensee**"), having a place of business at An der Goldgrube 12, 55131 Mainz, Germany is effective December 22, 2021 ("**Amendment No. 2 Effective Date**"). Penn and Licensee may be referred to herein as a "**Party**" or, collectively, as "**Parties**".

RECITALS:

WHEREAS, the Parties entered into a Collaboration & License Agreement dated October 9, 2018, as previously amended on September 8, 2021, ("**Agreement**") under which the Parties are undertaking the development, manufacture and commercialization of mRNA vaccines for infectious diseases, including RNA synthesis, formulation and GMP manufacturing. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement;

WHEREAS, on January 4, 2021, BioNTech RNA Pharmaceuticals GmbH transferred all its assets to BioNTech SE with economic effect as of January 1, 2021, including the Agreement.

WHEREAS, the Parties are in active negotiation of a separate collaboration and license agreement ("**Expanded Alliance Agreement**") to, amongst other contemplated research and development programs, develop products based on certain additional Penn background patent rights ("**Additional Penn Background Patents**")

WHEREAS, Parties are now entering into this Amendment No. 2 because the Parties want to begin developing products based on the Additional Penn Background Patents commencing on the Amendment No. 2 Effective Date, while the Parties work diligently to complete their negotiation of the Expanded Alliance Agreement between the Parties;

WHEREAS, the Parties now desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the various promises and undertakings set forth herein, the Parties agree as follows:

1. **Term of this Amendment No. 2.** This Amendment No. 2 shall become effective on the Amendment No. 2 Effective Date and terminate upon the earlier of 1) six (6) months from the Amendment No. 2 Effective Date or 2) the effective date of the Expanded Alliance Agreement ("**Amendment No. 2 Term**"). Upon mutual agreement by the Parties, the Amendment No. 2 Term may be extended. At the end of the Amendment No. 2 Term, the Parties shall amend the Agreement to remove the Targeting Research Plan.

2. **Scope of work.** The Research Program detailed in Exhibit C to the Agreement ("Original Research Program") is hereby amended to include the additional research plans in Schedule A-1 hereto ("**Targeting Research Plan**") only during the Amendment No. 2 Term. Execution of this Amendment No. 2 does not obligate the Parties to enter into the Expanded Alliance Agreement. If the Amendment No. 2 Term ends upon the effective date of the Expanded Alliance Agreement, the Parties shall determine by mutual agreement if the Targeting Research Plan shall be moved to and included as a portion of the research program under the Expanded Alliance Agreement.

3. **Funding of the Research Program**. During the Amendment No. 2 Term, up to ($[***]) of the existing funding for the Original Research Program under the Agreement can be reallocated to fund the Targeting Research Plan upon mutual agreement of the Parties ("**Targeting Research Plan Funding**"). Penn represents that the Targeting Research Plan Funding shall not detrimentally impact any existing rights of Licensee under the Agreement. Any portion of the Targeting Research Plan Funding not used under this Amendment No. 2 shall be reallocated to the Original Research Program following termination of this Amendment No. 2. No further funding or payment by Licensee shall be required in connection with this Amendment No. 2, and the used portion of the Targeting Research Plan Funding will not be replenished by Licensee for the Original Research Program at the conclusion of the Amendment No. 2 Term.

4. **Additional Penn Background Patents**. The Additional Penn Background Patents means Penn's rights and interest in the patents and patent applications specifically listed in Schedule B-1 hereto, together with any unlisted patents and patent applications claiming priority thereto, and any continuations, continuations-in-part (to the extent related directly to the subject matter of the parent application or containing new information developed pursuant to the Research Program), reissues, reexamination certificates, substitutions, divisionals, supplementary protection certificates, renewals, registrations, extensions including all confirmations, revalidations, patents of addition, PCTs, and pediatric exclusivity periods and all foreign counterparts thereof, and any patents issued or issuing with respect to any of the foregoing.

5. **Option to Additional Penn Background Patents**. Penn hereby grants to Licensee a time-limited option during the Amendment No.2 Term and pursuant to or superseded by the terms of the Expanded Alliance Agreement to negotiate to acquire a commercial license to Additional Penn Background Patents Controlled by Penn to research, develop, make, have made, use, import, offer for sale, commercialize and sell products using or incorporating Additional Penn Background Patents in the APBP Field of Use (the "**APBP Option**"). For clarity, the APBP Option can only be exercised pursuant to the terms of and under the Expanded Alliance Agreement and shall automatically expire at the end of the Amendment No.2 Term. "**APBP Field of Use**" means a) mRNA based diagnostics and therapeutics including mRNA based CAR-T and TCR therapies and b) lipid nanoparticle based mRNA delivery technologies, each for the diagnosis, detection, evaluation, prophylaxis and treatment of diseases in humans and animals, but specifically excluding the treatment and/or prevention of fibrosis in humans, including fibrosis caused by autoimmune disease and/or inflammation. "**Controlled**" means, with respect to intellectual property rights, that a Party or one of its Affiliates owns or has a license or sublicense to such intellectual property rights and has the ability to provide to, grant a license or sublicense to, or assign its right, title and interest in and to, such intellectual property rights as provided for in this Agreement without violating the terms of any agreement or other arrangement with any Third Party.

6. **Prosecution and Maintenance of Additional Penn Background Patents**. Additional Penn Background Patents will be held in the name of Penn. During the Amendment No.2 Term, Penn shall have the sole and exclusive right to control the preparation, filing, prosecution and maintenance of the Additional Penn Background Patents. Patent expense reimbursement by Licensee for the APBP Option to the Additional Penn Background Patents shall be addressed in the Expanded Alliance Agreement.

7. **Entire Agreement of the Parties; Amendments**. The Agreement, including any Exhibits, as amended by this Amendment No. 2, constitutes and contains the entire understanding and agreement of the Parties with respect to the subject matter hereof and cancel and supersedes any and all prior negotiations, correspondence, understandings and agreements between the Parties, whether oral or written, regarding such subject matter. No waiver, modification or amendment of

any provision of the Agreement as amended and/or this Amendment No. 2 shall be valid or effective unless made in a writing referencing the Agreement and/or this Amendment No. 2 and signed by a duly authorized officer of each Party.

8. **Conflict**. Other than as set forth in this Amendment No.2, all the terms and conditions of the Agreement shall continue in full force and effect. In the event of a conflict between the Agreement and the Amendment No.2, the Amendment No.2 shall control.

9. **Counterparts**. This Amendment No. 2 may be executed in counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument. A portable document format (PDF) or electronic copy of this Amendment No. 2, including the signature pages, will be deemed an original.

[SIGNATURE PAGE FOLLOWS]

UNIVERSITY OF PENNSYLVANIA

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereby execute this Amendment No. 2 as of the date first written above.

THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA

By: /s/ John S. Swartley, Ph.D.

Name: John S. Swartley, Ph.D.
Title: Associate Vice Provost for Research and Managing Director, Penn Center for Innovation

I have read and understood the responsibilities of the Designated Penn Contact:

By: /s/ Dr. Drew Weissman

Name: Dr. Drew Weissman

BIONTECH SE

By: /s/ Sean Marett

Name: Sean Marret
Title: Managing Director

By: /s/ Jens Holstein

Name: Jens Holstein
Title: Managing Director

Schedule A-1

Additional Research Plans

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Schedule B-1

Additional Perm Background Patents

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Lease Agreement

for

Areas and Rooms in Building M536 and Building M537

at the Behringwerke site in Marburg

between

Pharmaserv GmbH
Emil-von-Behring-Straße 76, 35041 Marburg, Germany

- hereinafter referred to as the "**Lessor**" -

and

BioNTech Manufacturing Marburg GmbH
Emil-von-Behring-Straße 76, 35041 Marburg, Germany

- hereinafter referred to as the "**Lessee**" -

Lessor and **Lessee** individually also referred to as the "Party" or jointly as the "Parties"

Preliminary remarks

The **Lessee** entered into the Lease Agreement for Buildings M537 and M536 (originally concluded between Pharmaserv GmbH & Co. KG and Chiron Behring GmbH & Co. KG) by way of a Takeover Agreement on July 1, 2021, 12:00 a.m. This Lease Agreement shall hereinafter be referred to as the "Old Agreement" and existed between Pharmaserv GmbH as the **Lessor** and GSK Vaccines GmbH as the Lessee before the takeover by the **Lessee**. The **Old Agreement** automatically ends on November 30, 2021, 12:00 a.m. the following day, according to the Takeover Agreement. The Parties have therefore agreed to reorganize the tenancy from December 1, 2021, 12:00 a.m., under this Lease Agreement.

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Taking into account and continuing the aforementioned premises, the Parties agree as follows:

§ 1

Leased Property

(1) The **Lessor**, as owner, rents to the **Lessee** the areas and rooms marked in green in **Appendix 1**) within building **M536** and building **M537** at the location Behringwerke, Emil-von-Behring-Straße 76, 35041 Marburg, including the circulation and ancillary areas, insofar as these circulation and ancillary areas are marked "green" instead of "gray" in **Appendix 1**) (hereinafter referred to as the "**Leased Property**").

The technical areas marked in blue may be used by the **Lessee** free of charge for the installation of the Lessee's own technical equipment, depending on the space available.

The outer roof areas and facade areas and the outer parts of the building are not part of the lease. The **Lessee** is entitled to use these roof and

(3) The following special features are agreed upon with regard to the drainage pipe and wastewater system: drainage pipe (this is the wastewater pipe beginning at the inlet of the floor slab up to the first connection manhole in front of the building) including stormwater pipes (these are the pipes carrying the stormwater away from the roof up to the first connection manhole in front of the building) shall be made available for use, repaired and maintained, serviced and, if necessary, renewed by the **Lessor** for the duration of the lease in proper and functional condition in accordance with the following provisions, regardless of whether they are part of the **Leased Property**.

The drainage pipe extending from the floor slab/floor inlet (as shown in the section attached to **Appendix 9)** marked in red) to the connection to the wastewater disposal system of the Behringwerke Industrial Park shall be refurbished immediately and as soon as possible after the commencement of the lease at the expense of the **Lessor** in accordance with the refurbishment concept – **Appendix 9)** – even if this drainage pipe is not part of the **Leased Property**.

In addition, the wastewater pipes located in the building shall be refurbished by the **Lessor** at the **Lessor**'s expense without delay and as soon as possible after the commencement of the lease in accordance with **Appendix 9)** insofar as they are part of the **Leased Property** (see **Appendix 9)**), whereby the wastewater pipes not required by the **Lessee** shall first be jointly identified, documented by addendum to this Lease Agreement and subsequently professionally plugged. After these pipes have been plugged, they are no longer part of the **Leased Property**. Claims for damages on the part of the **Lessor** due to possible damage to the drainage pipe and the stormwater pipes by the **Lessee** after the commencement of the lease shall remain unaffected by the assignment of duties to the **Lessor** made in accordance with § 1(3)(1).

(4) The **Lessor** shall be entitled to have existing technical building equipment in the **Leased Property**, insofar as it is part of the **Leased Property**, in particular fire protection and fault alarm systems, including the infrastructure required for it, to install it, convert and extend it, expand it and operate it and to renew it.

§ 2

Purpose of the lease, orders, requirements, permits

(1) The **Lessor** shall provide the **Leased Property** to the **Lessee** for the purpose of carrying out pharmaceutical production, together with production-specific ancillary activities, within it with the inclusion of preexisting finishes, fixtures and equipment of the previous tenants and finishes to be carried out by the **Lessee** itself. The **Lessor** shall consent to any changes to the **Leased Property** itself that accompany the finishes made to the **Leased Property** unless good cause stands in the way of the **Lessor**'s consent. Good cause in the sense of this provision includes, in particular, effects of the planned changes on statics, fire protection, development, roof or facade of the **Leased Property**, additional costs threatening the **Lessor** as a result of the changes, or if the changes are opposed by provisions under public law.

Other uses, in particular the storage, handling or other transfer to the **Leased Property** of hazardous materials, explosives, foodstuffs, other perishable goods or objects from which a hazard may emanate or the storage, handling or other transfer of which require special structural conditions or equipment of the **Leased Property** or building which are not described in **Appendices 2.1) and 2.2)** or which are opposed by provisions of public law, are not included in the purpose of the lease.

If a special use within the agreed purpose of the lease requires special equipment (e.g. floor coverings or air-conditioning equipment) of the **Leased Property** that goes beyond the building and equipment descriptions pursuant to **Appendices 2.1) and 2.2)**, it shall be the responsibility of the **Lessee** to provide such equipment at its own expense and to obtain the relevant permits. This shall apply accordingly in the event that changes are made to the **Leased Property** in the course of any finishes. In all other respects, § 11 (6) of this Lease Agreement shall apply.

(2) Official orders and requirements as well as necessary permits that are based exclusively on or required due to the general condition and/or location of the **Leased Property** shall be fulfilled or obtained by the **Lessor** at its own expense for the entire duration

of the lease.

Insofar as official requirements and/or the obtaining/maintenance of official permits are caused by the personal or special operational circumstances of the **Lessee** or in the special circumstances of its business operations, the measures and costs associated therewith shall be the sole responsibility of the **Lessee**.

In this respect, the **Lessee** shall also comply with any official orders and requirements relating to the use of the **Leased Property** issued during the term of the lease at its own expense, even if they are directed against the **Lessee**. The **Lessor** shall provide the **Lessee** with the necessary and reasonable support in this regard.

(3) A change of the purpose of use pursuant to subsection (1) above as well as changes of use of any kind requiring an official permit shall require the prior written consent of the **Lessor**. The **Lessee** shall have no claim to such consent. Any declarations of consent by the **Lessor** shall always, even if this is not repeated in the declaration of consent, be subject to any required official permit, the procurement of which shall be the responsibility of the **Lessee** at its own expense. Prior to the implementation of the approved changes the **Lessee** shall demonstrate to the **Lessor** that either the official permit required for this purpose has been granted in a legally valid manner or that such a permit is not required, and shall comprehensively explain any disruptive impacts of the intended changed use.

(4) Insofar as official permits required for the use intended by the **Lessee** are not granted or are not granted to a sufficient extent, this shall not entitle the **Lessee** to terminate this lease, unless the cause thereof is a deviation of the actual condition of the **Leased Property** from the agreed condition of the **Leased Property**.

§ 3

Regulations on value added tax

(1) In accordance with § 9 of the German Value Added Tax Act, the **Lessor** has waived the VAT exemption pursuant to § 4 (12) (a) of the German Value Added Tax Act ("**UStG**") for the rental of the **Leased Property** (VAT option). As a result, the **Lessee** shall pay VAT in the respective statutory amount in addition to the rent, operating costs and advance payments for operating costs.

The **Lessee** is aware that the **Lessor**'s VAT option is only permissible under the conditions set out in § 9 (2) UStG.

> *Wording of § 9 (2) UStG for informational purposes:*
>
> *"The waiver of tax exemption under subsection (1) is permissible in the case of the creation and transfer of heritable building rights (§ 4 (9) (a)), the renting or leasing of real estate (§ 4 (12) (1) (a)) and the transactions referred to in § 4 (12) (1) (b) and (c) only insofar as the recipient of the service uses or intends to use the real estate exclusively for transactions that do not exclude the deduction of input tax. The entrepreneur must provide evidence of these conditions."*

In view of this, the Parties enter into the following agreements:

(2) The **Lessee** agrees to use the **Leased Property** exclusively for transactions which do not exclude the deduction of input tax by the **Lessor**.

(3) Furthermore, the **Lessee** agrees to provide the **Lessor** at any time, upon request and without delay, with the documents required to enable the **Lessor** to comply with its obligations to provide evidence to the tax authorities pursuant to § 9 (2) UStG. In this respect, the **Lessor** may only require the **Lessee** to submit those documents and/or declarations that are required of it by the responsible tax authorities. The **Lessee** shall be entitled to forward the requested documents directly to the tax authorities.

(4) Should circumstances arise on the part of the **Lessee** or a subtenant, or be assumed by the tax authorities in the course of an external tax audit,

which affect the permissibility of the **Lessor**'s VAT option, the **Lessee** shall be obliged to inform the **Lessor** thereof in written form without delay.

(5) In the event of a sublease, the **Lessee** shall be obligated to opt for VAT for the sublease and otherwise to impose the obligations under § 3 (2) to (5) of this Lease Agreement on the subtenant in the sublease agreement in such a way that the **Lessor** may also derive rights directly against the subtenant under the agreement of the **Lessee** with the subtenant (agreement in favor of third parties, § 328 of the German Civil Code [BGB]). The **Lessee** shall be liable to the **Lessor** for ensuring that the subtenant complies with these obligations.

(6) Insofar and as long as the tax authorities apply a de minimis limitation with no detrimental effect – also recognized by the tax courts – with regard to the term "exclusive" use for transactions which do not exclude the deduction of input tax, this de minimis limit shall at the same time limit the exclusivity referred to in the above provisions.

(7) Should the **Lessee** and/or, in the event of a sublease, the subtenant violate the obligations under § 3 (2) to (6) of this Lease Agreement, the **Lessee** shall compensate the **Lessor** for all damages and other disadvantages caused thereby.

(8) If the precondition for the **Lessor**'s VAT option under § 3 (1) of this Lease Agreement no longer applies because the **Lessee** does not use the **Leased Property** in accordance with the agreement made in § 3 (2) of this Lease Agreement, the **Lessor** shall no longer be obliged to list VAT separately. In this case, the net base rent owed under this Lease Agreement – without prejudice to any further rights and/or claims of the **Lessor** – shall be increased as of the date on which the precondition for the VAT option ceased to apply by the amount corresponding to the VAT that would have been payable by the **Lessee** if the precondition for the VAT option had not ceased to apply. If the **Lessor** only becomes aware of the absence of the precondition for the VAT option after the fact, the **Lessor** shall be entitled to correct the invoices issued to date in such a way that the invoiced rent with VAT shown corresponds to the contractually owed rent without VAT shown. Further claims

of the **Lessor** based on a breach of contract by the **Lessee** shall remain unaffected.

(9) Claims of the **Lessor** against the **Lessee** under § 3 shall become time-barred upon expiration of ten years after termination of the lease. Should the **Lessee** or the subtenant fail to comply with its duty to provide information pursuant to § 3 (4), the limitation period shall be extended to 15 years for all claims based on circumstances of which the **Lessor** has not been informed by the **Lessee** or subtenant in breach of its duty.

§ 4

Lease term

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(3) Tacit extension of the lease pursuant to § 545 BGB is excluded.

§ 5

Uninterrupted possession of the Leased Property, keys

(1) The **Lessee** is already in possession of the **Leased Property**. The Parties confirm that the **Lessee**'s possession will be maintained uninterrupted.

(2) The **Lessee** is also in possession of the necessary keys. With the consent of the **Lessor**, it is entitled to produce additional keys at its own expense.

All keys shall be handed over by the **Lessee** to the **Lessor** after the end of the lease.

The **Lessee** is entitled, in consultation with the **Lessor**, to install and operate its own locking system for its leased areas at its own expense or to change and expand an existing locking system. The **Lessee** shall provide the **Lessor** with access to the leased areas and rooms for the cases agreed in this Lease Agreement. When moving out, the **Lessee** must restore the **Lessor**'s locking system to its original condition where possible or provide the changed or extended locking system to the **Lessor**, whereby the **Lessee** shall not be entitled to compensation in this case.

§ 6

Rent

(1) The monthly net base rent (graduated rent) also for the option periods is fixed in Appendix 4) by the Parties and is the result of extensive negotiations between the **Lessor** and **Lessee**. A significant reduction in rent was included in these negotiations, as well as the now agreed definition of the **Leased Property** and the corresponding allocation of maintenance and repair obligations.

(2) With regard to the net base rent and with regard to all operating costs pursuant to § 8, the **Lessee** shall also pay VAT at the respective statutory rate, i.e. currently 19%.

(3) The monthly rent, including the advance payment of operating costs pursuant to § 8, shall be paid to the **Lessor** in advance, free of charge, no later than on the [***] working day of each month to the account at Volksbank Mittelhessen eG, [***] with the reference [***].

(4) The **Lessee** shall only be entitled to set off against payment claims of the **Lessor** and to exercise a right of retention if its counterclaims are acknowledged or have become established by a final judgment.

§ 7

Rent adjustment

The monthly net base rent shall increase on January 1 of each year by [***] compared to the previous year. This annual increase is already taken into account in the statement of rent in **Appendix 4** of the Lease Agreement.

§ 8

Operating costs

(1) The **Lessee** shall bear all operating costs in addition to the net base rent. Operating costs are the costs incurred by the **Lessor** on an ongoing basis as a result of ownership of the property or as a result of the intended use of the **Leased Property**, the building or the management unit, its facilities and equipment and the land. The operating costs to be borne by the **Lessee** currently include those pursuant to **Appendix 5.1)** to this Lease Agreement. The operating costs to be borne by the **Lessee** also include the operating costs incurred by the **Lessor** on an ongoing basis as a result of the operation of the Behringwerke site and referred to as "Basic Infrastructure Costs" in **Appendix 5.1)**.

(2) If public assessments are newly introduced or if new operating costs within the meaning of this Lease Agreement are incurred by the **Lessor** as a result of the fulfilment of statutory obligations with respect to the **Leased Property** that have arisen after the conclusion of this Lease Agreement, such costs may be apportioned in accordance with this Lease Agreement, and the advance payment of operating costs may be adjusted accordingly. The adjustment of operating costs specified in **Appendix 5.1)** as well as the establishment of new operating costs

which do not relate to public assessments or the fulfillment of statutory obligations arising after the conclusion of the Lease Agreement with respect to the **Leased Property** may only

be made taking into account the principle of sound financial management. The **Lessor** shall inform the **Lessee** of the operating costs without delay.

(3) Insofar as the **Lessor** provides services in its own business operations which, in the case of their provision by third parties would have to be borne as part of the operating costs in accordance with this Lease Agreement, the **Lessor** may charge for such services at an amount which corresponds to appropriate remuneration plus, if applicable, the VAT in force at the time of performance for these services (e.g., if agreed, supply of energy and media to the location at the respective prices, elevator maintenance).

(4) Unless mandatory provisions to the contrary apply, the operating costs shall be apportioned in accordance with the share of the total area of the building attributable to the **Lessee**. The settlement period shall be the calendar year. The ratio between the **Lessee**'s share of the area and the total area of Building **M536** and Building **M537** agreed only for the purpose of allocating the operating costs is bindingly agreed by the **Parties** in **Appendix 3)** to this Lease Agreement.

(5) The **Lessor** may change the apportionment scale with future effect in agreement with the **Lessee** at its reasonable discretion.

(6) The operating costs referred to as "Basic Infrastructure Costs" in **Appendix 5.1)** shall be determined in accordance with the agreement made in **Appendix 5.1)** for the settlement year and shall be apportioned to the **Lessee** in accordance with the procedures agreed in **Appendix 5.1)**. The Basic Infrastructure Costs shall not be subject to the monthly advance payment of operating costs (**Appendix 5.2)**), but shall be invoiced separately by the **Lessor** and reimbursed by the **Lessee**.

(7) Insofar as fire protection and fault alarm systems and other technical building equipment required for the operation of the building – with the exception of access control equipment – is located in areas shared with other tenants of Building **M536**

and/or Building **M537** and/or other buildings, these buildings shall form the settlement unit for these types of costs. The tenants shall bear the costs of these facilities in proportion to the areas used exclusively by each of them to the total area of the settlement units **M536** and **M537** (**Appendix 3**). The same applies to lightning protection.

(8) The **Lessee** shall make monthly advance payments for the operating costs which, insofar as these are not the operating costs designated as "Basic Infrastructure Costs," shall be determined as follows:

For each calendar year, the **Lessor** shall estimate in advance a budgeted amount of the operating costs and shall invoice the **Lessee** 1/12 plus VAT of this amount as an advance operating cost payment in advance on a monthly basis.

(9) After the end of the settlement period (calendar year), the **Lessor** shall determine all operating costs incurred during the settlement period as part of the statement of operating costs. The **Lessor** shall compare the operating costs actually incurred with the advance operating cost payments made by the **Lessee** and shall notify the **Lessee** of the result by way of the statement of operating costs.

(10) Any difference between the advance payment amount and the settlement amount in favor of the **Lessor**/**Lessee** shall be settled by the **Lessor**/**Lessee** within [***] months after receipt of the statement of account by the **Lessee** plus the VAT applicable at the time of performance.

(11) Objections to the statement of account must be asserted by the **Lessee** in writing with the **Lessor** within [***] months of receipt thereof. Otherwise, any objections to the correctness of the statement of account shall be excluded, unless the **Lessee** is not responsible for the delayed assertion, or the **Lessor** has not expressly pointed out this exclusion period and the consequences of its expiration in the statement of account.

The **Lessor** shall allow the **Lessee** to inspect the accounting documents at the **Lessor**'s business premises during normal business hours at the **Lessee**'s request and after prior agreement on a date within [***] months after receipt of the statement of account.

(12) In the event that the **Lessee** moves out during the settlement period, the apportionment at the next invoice due shall, in case of doubt, be in the ratio of the lease period to the settlement period.

(13) The advance payment amounts current at the commencement of the Agreement are attached to this Agreement as **Appendix 5.2)**. The **Parties** agree that **Appendix 5.2)** shall not be amended and a new Appendix shall not be added to the Agreement in case of a change of the advance payment amounts, but that a mere notification of the change (e.g. in the form of an invoice) by the **Lessor** shall be sufficient.

(14) The **Lessor** shall provide the **Lessee** with the statement of account no later than the end of the [***] month after the end of the settlement period, after it has received all the documents and information required for the preparation of the statement of operating costs. After expiration of this period (these periods), the assertion of any subsequent claims by the **Lessor** shall be excluded, unless the **Lessor** is not responsible for the late assertion.

§ 9

Operator responsibility, liability of the Lessee

(1) The **Lessee** shall, at its own expense, create all the conditions for the legally compliant operation of its business in conformity with the law (operator responsibility).

The **Lessee** shall comply with any requirements imposed by the trade supervisory authority or other bodies at its own expense, insofar as such requirements are specifically related to the **Lessee**'s business or its activities in the **Leased Property**, even if they are directed against the **Lessor**. § 2 (2) of this Lease Agreement shall remain unaffected.

The **Lessee** shall conduct its business in the **Leased Property** in accordance with the applicable statutory regulations and in accordance with the requirements of national and international authorities.

(2) The **Lessee** shall indemnify the **Lessor** against all claims asserted by third parties on account of the **Lessee**'s operator responsibility vis-à-vis the **Lessor**. § 15 (1) of this Agreement shall remain unaffected.

(3) The **Lessee** shall be responsible for any culpable damage to the **Leased Property** and the building as well as to all facilities and equipment belonging to the building or the premises if and to the extent that the damage was caused by the **Lessee** or its bodies, employees, subtenants, visitors, suppliers or service providers commissioned by the **Lessee**, if such persons gained access to the building at the **Lessee**'s instigation or with its approval. The **Lessee** shall be responsible for proving that there was no fault or negligence on its part insofar as damage to the **Leased Property** is concerned.

(4) If, due to blockage, the leaving open of water taps or similar events, a flood or other damage to the building, objects or third parties, the **Lessee** shall, insofar as the event was caused in the **Leased Property**, be responsible for the repair of the damage and the elimination of all consequential damage resulting therefrom. This shall not apply if the damage is attributable to the **Lessor** or third parties who have entered the **Leased Property** at the **Lessor**'s instigation or with its approval.

(5) Claims for compensation by the **Lessor** pursuant to § 548 (1) BGB due to contamination of the **Leased Property** or the building caused by the **Lessee** or its subtenants or other persons entering or driving onto the **Leased Property** with the knowledge of the **Lessee** shall become statute-barred 18 months after the return of the **Leased Property**. Contamination in the sense of this clause refers to harmful environmental effects and pollution of the soil, buildings, parts of buildings, paved outdoor facilities or groundwater. Contamination in this sense refers, in particular, also to harmful changes to the soil and contaminated sites within the meaning of § 2 (3) and (5) of the German Federal Soil Protection Act (BBodSchG).

§ 10

Warranty, liability of the Lessor

(1) The **Lessee** is aware that the **Leased Property** is located on the premises of an industrial park and that the use of the **Leased Property** may be impaired in a manner customary for an industrial park, for example by emissions from neighboring users or by work on supply lines, roads and neighboring buildings and properties.

(2) The **Lessor**'s strict liability for damages for initial defects is excluded.

(3) If the **Lessor** defaults in remedying the defect, the **Lessee** may remedy the defect itself and demand reimbursement of the expenses required for this purpose.

(4) The **Lessee** shall only be entitled to a rent reduction under the condition that a reasonable period of time set by the **Lessee** for the **Lessor** to remedy the defect has elapsed unused.

(5) Claims for damages by the **Lessee**, unless excluded under this Agreement, including those arising from pre-contractual obligations and tort, may only be asserted if the **Lessor** has acted culpably. In the event of a breach of non-essential contractual obligations, however, such claims may only be asserted if they are based on intent or gross negligence on the part of the **Lessor** or its vicarious agents. Material contractual obligations (cardinal obligations) are obligations the fulfillment of which makes the proper execution of the Agreement possible in the first place and the observance of which the Party to the Agreement regularly relies on and may rely on. The **Lessor**'s liability for damages shall be limited to foreseeable, typical damage. If the **Lessor** has covered the above typical risk of damage with insurance, liability for damages shall be limited to the sum insured, unless the insurer can invoke its exemption from performance in whole or in part. The sum insured shall at least correspond to the requirements pursuant to § 14 (1).

(6) All exclusions and limitations of the **Lessor**'s liability contained in this Agreement shall also apply in favor of the **Lessor**'s bodies, representatives and vicarious agents.

(7) All exclusions and limitations of liability of the **Lessor**, its organs, representatives and vicarious agents contained in this Agreement shall apply neither in the case of intent or in the case of injury to life, body or health.

§ 11
Maintenance, repair and cosmetic repairs, structural and technical modifications

(1) In accordance with the negotiations held on November 23, 2021, the **Lessor** shall only be responsible for the maintenance (including servicing and inspection) and repair of the **Leased Property** within the limits of its definition pursuant to § 1 of the Lease Agreement, i.e. of the roof and framework (only to the extent described in Appendix 1 and Appendix 2.1), the building shell and the load-bearing components (including windows and exterior doors) and the fixtures, fittings and equipment of the **Leased Property** described in **Appendices 2.1) and 2.2)**, as well as the drainpipes and stormwater pipes pursuant to § 1 (3) of this Agreement, as well as to maintain and repair the circulation and ancillary areas (marked "gray" in **Appendix 1)**) and other common technical facilities, installations and areas, including the common area. Major maintenance and repair work to be carried out by the **Lessor**, i.e. such work as may have a significant effect on the **Lessee**'s operations, shall be coordinated between the **Lessor** and the **Lessee** well in advance. Prior coordination is not required if there is an imminent danger.

(2) In accordance with the statements in the preliminary remarks of this Lease Agreement, the **Lessee** shall be entitled at its own expense for the maintenance (including servicing and inspection) and repair of the technical facilities and equipment existing in or on Buildings 536 and 537, insofar as these are not listed in **Appendices 2.1) and 2.2)** as part of the **Leased Property**, and shall only be obligated to maintain and repair the same insofar as

such obligation arises from the operator responsibility pursuant to § 9 of this Lease Agreement or a risk to the **Leased Property** or personal injury cannot be ruled out. In particular, all work required by law and/or necessary according to the manufacturer's specifications to maintain the operational readiness and operational safety of these fittings, facilities and equipment shall be carried out by the **Lessee** at its expense. The same shall apply in particular to the maintenance (including servicing and inspection) and repair of the installations and conversions, fixtures and equipment carried out by the previous tenants and by the **Lessee** itself.

(3) Cosmetic repairs are to be carried out neither by the **Lessor** nor by the **Lessee**.

(4) The **Lessor** shall give the **Lessee** written notice of any modernization measures (§ 555 c BGB) to be carried out in the **Leased Property** with a reasonable period of notice prior to commencement of such measures in the **Leased Property**. As a rule, the **Parties** consider a period of three months to be reasonable. The **Lessee**'s special right of termination in the event of modernization measures (§ 555e (1) BGB) is excluded by mutual agreement.

(5) The **Lessee** shall treat with care the sanitary facilities, locks, lighting fixtures, built-in furniture, kitchens, external blinds and thermostats provided by the **Lessor**, insofar as these exist. Defective light bulbs shall be replaced by the **Lessee**. The **Lessee** shall keep the **Leased Property** free of vermin at its own expense and maintain sanitary facilities and social spaces, insofar as they exist in the **Leased Property**, in a proper, in particular hygienic, condition at all times and shall clean the leased areas used only by itself (excluding common areas) regularly and shall properly clean the windows at least twice a year.

(6) With the exception of the extension of the **Leased Property** permitted within the scope of the purpose of the lease pursuant to § 2 (1) of this Lease Agreement, the **Lessee** shall be entitled to make structural and/or technical changes to the **Leased Property** as defined in § 1 of this Lease Agreement itself only with the prior consent of the **Lessor**, to which the **Lessee** shall have no claim. To obtain consent on the part of the

Lessor, the **Lessee** must submit a detailed description of the planned structural change, including all relevant descriptions, a planning diagram and a presentation of the effects of the structural change in terms of permit requirements, insurance requirements, any disruptive environmental impacts such as noise or other emissions and the functioning of the building as a whole. Any declarations of consent by the **Lessor** shall always be issued, even if this is not repeated in the declaration of consent, subject to any necessary official approval, the procurement of which shall be the responsibility of the **Lessee** at its own expense. The **Lessee** shall be liable to the **Lessor** regardless of fault for any damage occurring during or as a result of the structural change, including effects on other leased areas, and for compliance with building regulations, and shall indemnify the **Lessor** in full in this respect. This shall also apply if defects or other impairments of the **Leased Property** or other leased units occur as a result of the structural change. The costs of any structural change, including all planning and permit costs, shall be borne by the **Lessee**.

All construction and/or technical changes to be made by the **Lessee**, insofar as they affect the **Leased Property** itself, must be sufficiently documented in writing, including the type and scope of the changes, prior to implementation of the measure by way of supplementary management.

§ 12

Company signs

(1) The **Lessee** may, taking into account the circumstances at the site and after consultation with the **Lessor**, affix its company name itself at its own expense only on those buildings of which it is the sole user. It shall bear the costs for affixing these signs. If official permits are required for the affixing of these signs, the **Lessee** shall obtain them and bear the costs incurred thereby. The **Lessee** shall be responsible for ensuring the safety of the fixtures which it attaches.

(2) The type, size and location of (display) boxes or boards for internal communication and information that are installed outside the areas used exclusively by the **Lessee** shall also be coordinated between the **Lessee** and the **Lessor**.

(3) If the removal of the company signs pursuant to subsections (1) or (2) is necessary for work on the site or on the **Leased Property**, the **Lessee** shall bear the costs of the removal, storage and reattachment, including any repairs to the fixture necessitated thereby. Upon termination of the lease, the **Lessee** shall remove the company signs at its own expense and remove at its own expense any damage caused by attaching, operating and removing them.

(4) If the **Lessor** erects uniform company signs, the **Lessee** shall share appropriately in the costs of erecting and maintaining such signs.

§ 13
Technical building equipment, supply and disposal

(1) The **Leased Property** shall have a technical connection for the supply of electrical power, drinking water and data communication to the currently existing supply and disposal facilities of the site. The **Lessee** shall itself and at its own expense ensure the supply of the **Leased Property** with the energy and media required for its use by concluding separate energy supply contracts with the **Lessor** or with third parties. The **Lessee** shall itself provide for the adequate heating of the **Leased Property**. If increased connection capacities or connections for other energy or media are required in addition to the connection available at the commencement of the lease, the Parties shall enter into discussions on this matter; the **Lessee** shall have no claim to the establishment of increased connection capacities or further connections.

Wastewater disposal is not the subject of this Lease Agreement and is therefore not owed by the **Lessor** under this Lease Agreement, but is governed by the Wastewater Agreement between the **Lessor** and the **Lessee** dated March 25/April 12, 2021 (**Appendix 8**), as amended.

(2) The **Lessee** shall use the supply and disposal lines installed in the **Leased Property**, e.g. for electricity, gas, nitrogen, compressed air and water/wastewater, only to the extent that no overloads occur.

The **Lessee** may cover any additional demand by extending the lines and necessary technical equipment at its own expense after prior written consent of the **Lessor**, which may only be refused for good cause.

(3) If, as a result of a legally mandatory conversion of a type of energy supply, it is necessary to convert equipment or installations, parts of installations and ancillary equipment belonging to the **Lessee**, the costs of converting these equipment and installations, parts of installations and ancillary equipment shall be borne by the **Lessee**. Any claims for compensation on the part of the **Lessee** as well as claims for a reduction of the rent shall be excluded in this case.

(4) Prior to setting up shelves, heavy machinery, apparatuses and safes in the **Leased Property**, the **Lessee** shall inquire with the **Lessor** about the permissible load limits of the floor and the floor ceilings and obtain the **Lessor**'s prior written consent. The **Lessee** shall be liable for any damage caused by non-compliance with these provisions; any liability on the part of the **Lessor** shall be excluded. If machinery causes disturbances or other detrimental effects on the building, vibrations, cracks, etc., the **Lessor** may revoke the permission granted or impose subsequent conditions. The **Lessor** shall also not be liable for the suitability of the **Leased Property** for the installation or connection of equipment.

§ 14
Insurance

(1) From the time of handover, the **Lessor** shall maintain all-risk property insurance, including fire insurance for the building, as well as liability insurance with a minimum coverage of €10 million. The costs of these insurance policies form – if applicable, on a pro rata basis – part of the operating costs pursuant to § 8 of this Agreement.

(2) The **Lessee** shall be obliged to take out, at its own expense, liability insurance providing coverage for damage to rented property with a minimum sum insured of €10 million from the commencement of the lease, as well as all insurance policies required for operation pursuant to § 2 of this Agreement. Global insurance policies or policies that provide for a deductible on the part of the **Lessee** fulfill this requirement.

In the event of an increase in the insured risk, the **Lessee** shall extend its insurance coverage without being requested to do so.

(3) All insurance policies shall be maintained during the term of the lease, either through a continuation of the respective insurance policy or by taking out new comparable insurance policies. The sole decisive factor is that insurance coverage must exist for the entire term.

(4) Upon request of the other Party, each **Party** shall submit certificates of the insurance policies it is required to take out, showing the amount of the deductible, and shall provide proof of premium payment on request at any time.

(5) Each **Party** agrees to draw the other **Party**'s attention without delay to any lacking or insufficient general or special insurance coverage which it has identified. This shall apply in particular to circumstances which have or may have the effect of changing or increasing the risk, in particular in the case of installations, structural measures or changes of use.

(6) The **Lessee** shall notify the insurer and the **Lessor** immediately of any case of damage and shall ensure that the site of the damage – wherever possible and reasonable – remains unchanged prior to inspection by the insurer. Notwithstanding the foregoing, the Parties shall be obligated to take such measures as are necessary to mitigate the damage or to reduce consequential damages. The **Parties** shall carry out these measures in coordination with each other and with the respective insurer.

§ 15
Termination of the lease, obligation to surrender, restoration of the original condition

(1) Upon termination of the lease, the **Lessee** shall return the **Leased Property** in accordance with the provisions of this Agreement and otherwise in a broom-clean condition and free of substances that are likely to cause hazards, significant disadvantages or significant nuisances.

within the meaning of § 3 of the German Federal Emissions Control Act for individuals or the general public (hereinafter collectively referred to as "Contamination"), insofar as they were caused by the **Lessee**.

If there is Contamination of the **Leased Property** or of fixtures, fittings and equipment that are not part of the lease, the **Lessee** shall indemnify the **Lessor** in full, even during the term of the lease, if a claim is made against the **Lessor** for investigation, remediation or other measures relating to the Contamination, as well as against any claims by third parties in connection with such Contamination. However, this shall only apply insofar as the **Lessor** proves that the contamination of the **Leased Property** was caused by the **Lessee** after the commencement of this contractual relationship. This proof of causation by the **Lessor** shall not be required with respect to the fixtures, fittings and equipment that are not part of the lease, in particular those taken over by the **Lessee** from the previous tenants.

(2) In accordance with the statements in the preliminary remarks of this Lease Agreement, the **Lessee** shall be obligated upon termination of the lease to

- to remove all fittings, installations and equipment located in the **Leased Property**, unless these are identified as part of the **Leased Property** in **Appendices 2.1) and 2.2)** to the Lease Agreement, including their connections to the **Leased Property**, in a professional manner at its own expense, even if these fittings, installations and equipment were not introduced to the **Leased Property** by the **Lessee** and regardless of whether this was done before or during the lease established by this Lease Agreement. The Parties clarify that the underground pipes as defined in § 1 (3) of this Lease Agreement and stormwater pipes may remain in the **Leased Property**.

- to restore the **Leased Property** to the structural condition as set forth in **Appendix 1) and Appendices 2.1) and 2.2)**, even if the structural or technical changes have not been made by the **Lessee** and regardless of whether this was done before or during the lease established by this Lease Agreement; and

- to remove its movable inventory at its own expense

unless the **Lessor** has waived this in writing in an addendum to this Lease Agreement.

(4) If the **Lessee** fails to comply with its obligation to return the **Leased Property** in due time pursuant to subsection (1), it shall pay to the **Lessor**, on the basis of a daily settlement per day of the delayed return, 1/30 of the last monthly net base rent paid, plus 1/30 of the last monthly advance payment of operating costs paid, plus the statutory VAT applicable at the time of performance. The assertion of further damages by the **Lessor** remains reserved.

(5) The Parties shall prepare a written handover report on the return of the **Leased Property**.

(6) The **Lessor** agrees to reimburse the **Lessee** in the event that the Lease Agreement is terminated at the end of December 31, 2031 for the documented costs for measures pursuant to § 15 (2) of this Lease Agreement up to an amount of € [***] (in words [***] euros) ("Reimbursement Amount"). In the event that the Lease Agreement is terminated at the end of December 31, 2036 or at the end of December 31, 2041, the maximum Reimbursement Amount in both cases shall be € [***] (in words: [***] euros).

§ 16
Force majeure

Insofar and as long as a **Party** is prevented from fulfilling its contractual obligations for reasons of force majeure, it shall be released from such fulfillment. It shall immediately notify the other **Party** of the circumstances of force majeure and endeavor to remedy such circumstances. To the extent necessary and possible, the **Parties** shall agree on necessary adjustment measures. The **Parties** clarify that force majeure shall be understood to mean an extraordinary event of external origin, unforeseeable and uncontrollable, which cannot be prevented or averted even by the utmost care, e.g. lightning, earthquake, war, warlike conditions, floods etc.

§ 17
Confidentiality

(1) The **Parties** mutually agree to keep confidential any information they receive in connection with the conclusion of this Lease Agreement and its performance, including the economic framework conditions and the provisions of this Lease Agreement as well as any business and trade secrets that may become known. This means that corresponding information may not be disclosed to third parties without the prior written consent of the other Party.

Excluded from this is the disclosure of information to third parties engaged by one **Party** for the performance of the Agreement, but only to the extent that it is absolutely necessary for such performance.

However, it is a prerequisite that such third parties (e.g. lawyers, tax consultants, brokers, experts, tradespeople etc.) are in turn obliged to maintain confidentiality.

The above duty of confidentiality shall apply for a period of up to [***] years after termination of the lease.

(2) Excluded from the duty of confidentiality pursuant to subsection (1) shall be such information which the **Parties** have already received prior to the conclusion of the lease, regardless of its performance, or such information which may be obtained by one of the **Parties** from generally accessible sources without either of the **Parties** having brought this about by violating the duty of confidentiality.

The duty of confidentiality shall not apply if one of the **Parties** discloses the information necessary for this purpose on the basis of a statutory or official order or in legal proceedings in order to safeguard its legitimate interests.

§ 18
Collateral

(1) In order to secure all claims of the **Lessor** against the **Lessee** arising from this Lease Agreement, the **Lessee** shall, within 2 months of signing this Agreement, provide on first demand a directly enforceable guarantee of a bank licensed to do business in accordance with the attached sample (**Appendix 7**) for an amount corresponding to 3 times the monthly base rent at the beginning of the lease, plus advance payment of operating costs at the beginning of the lease, plus VAT.

(2) If the **Lessee** fails to provide a proper lease guarantee within the agreed period, after setting a reasonable grace period, the **Lessor** shall be entitled to terminate the lease without notice for good cause.

(3) The guarantee shall be returned by the **Lessor** to the **Lessee** at the end of 6 months after the termination of the lease, unless the **Lessor** asserts claims from the lease secured by the guarantee against the **Lessee** or the guarantor.

§ 19
Subletting, transfer of use and partial transfer

(1) The **Lessee** shall only be entitled to transfer the use of the **Leased Property** to a third party, and in particular to sublet it, with the **Lessor**'s prior written consent. The **Lessor** shall refuse its consent only for good cause. Good cause within the meaning of this provision shall be deemed to exist, in particular, if the provisions of § 3 of this Agreement are violated or if the third party is in a competitive relationship with the **Lessor** with its services. The **Lessor** now agrees to subletting to affiliated companies pursuant to § 15 of the German Stock Corporation Act (AktG).

(2) In the event of the transfer of use to a third party, the **Lessee** shall be liable for the latter as its vicarious agent.

§ 20
Consideration/prevention of hazards

(1) The **Parties** agree that the above provisions are only practicable if they take consideration of the respective interests of the other **Party**, with the involvement of the other companies on site, and agree in particular to find mutually agreeable solutions to problems which cannot be foreseen and regulated in detail by a contract.

(2) This shall apply, in particular, to measures which the Parties carry out on their own responsibility and at their own expense in accordance with the provisions of this Agreement and to official and other requirements which can only be met by way of mutual agreement.

(3) In case of imminent danger, the **Lessee** shall comply with the instructions of the plant security provider and the plant fire department. It shall also impose this obligation on the personnel employed by it and on third parties commissioned by it.

(4) The placement and storage of objects of any kind (boxes, goods, etc.) outside the **Leased Property**, in particular in shared circulation routes, is not permitted. If, in exceptional cases, the **Lessor** grants its consent to such storage, the **Lessee** shall nevertheless be liable for any damage resulting therefrom.

(5) Packaging material or similar waste resulting from commercial activities may not be disposed of in the general household waste containers, but must be disposed of in the supply facilities designated for this purpose by the **Lessor**.

(6) The **Lessee** shall comply with the parking regulations (**Appendix 6**), ensure that its employees and visitors comply with the parking regulations and support the **Lessor** in enforcing the parking regulations to the best of its ability.

§ 21
Completeness, written form

(1) This Agreement contains all agreements of the **Parties**. No additional agreements, ancillary agreements and assurances exist. If, contrary to the preceding sentence, additional agreements, ancillary agreements or assurances do exist, they are hereby revoked.

(2) Amendments and supplements to this Agreement and its Appendices as well as all declarations of intent under this Agreement must be made in writing to be effective. This shall also apply in the event of an amendment to this written form clause.

(3) The Parties are aware of the statutory written form requirement for lease agreements with a term longer than one year (§§ 550 (1), 126 (1) and (2) in conjunction with § 578 (2) (1) (1) BGB). They therefore mutually agree, upon mutual request of the other Party, to perform all acts and make all declarations necessary to comply with the statutory written form requirement. This provision shall apply not only to the execution of the main Lease Agreement and its Appendices, but also to all ancillary agreements, addenda, amendments or supplements. It shall not bind a subsequent purchaser of the property on which the **Leased Property** is located; § 566 (1) BGB shall be excluded to this extent.

(4) The Agreement shall be executed in duplicate; each Party shall receive one copy.

§ 22
Other provisions

(1) The **Lessor**, its agents, experts and interested parties may enter the **Leased Property** during business hours, after due notice and taking into account the legitimate interests of the **Lessee**, for the purpose of inspecting its condition, leasing it to a subsequent tenant, sale or otherwise for good cause.

Insofar as regulatory requirements (such as GMP regulations) apply to parts of the **Leased Property**, entry shall only be permitted in compliance with such requirements, insofar as

the **Lessee** has provided timely and comprehensive information about the specific requirements and the necessary measures.

In case of imminent danger, they shall be permitted access at any time of the day or night. In this case, the **Lessee** shall provide the appropriate means of access and, if the **Lessee** is not present, shall deposit keys in a quickly accessible location known to the **Lessor**.

In addition, the **Lessor** and its agents shall be entitled to enter the **Leased Property** at any time of day or night in coordination with the **Lessee** (coordination documented, for example, by issuing an access authorization card) in order to access energy rooms, communication nodes, main and floor telephone exchanges, main and floor fire alarm exchanges, battery system rooms and electro-acoustic systems (ELA) including the infrastructure required for this purpose as well as other rooms serving the supply of the **Leased Property**.

(2) The **Lessee** shall be responsible for ensuring traffic safety within the **Leased Property**. The **Lessee** shall be responsible for ensuring safety within the leased areas used exclusively by it as well as the technical areas, insofar as these are also used exclusively by the **Lessee**. Insofar as technical areas are used by both the **Lessee** and the **Lessor** (§ 1 (1) of the Lease Agreement), both Parties shall be equally liable for traffic safety and shall be jointly and severally liable to third parties in the event of a breach of the traffic safety obligation.

(3) All Appendices form an integral part of this Lease Agreement.

(4) As of the date of its entry into force, this Lease Agreement shall replace all existing oral and/or written agreements between the Parties concerning the transfer of the **Leased Property** described in more detail in § 1 of this Lease Agreement. The Old Lease existing between the Parties dated July 1, 2021 shall have ended as agreed with effect from the end of November 30, 2021, 12:00 a.m. the following day. No return of the **Leased Property** to the **Lessor**, even for a limited period of time, has taken place, as the **Lessee** continues to use the **Leased Property** without interruption.

(5) This Agreement is independent of any other lease agreements existing between the Parties.

(6) The Wastewater Agreement between the **Lessor** and the **Lessee** dated March 25/April 12, 2021 is an integral part of this Lease Agreement and is attached to this Agreement as **Appendix 8)**.

(7) The law of the Federal Republic of Germany shall apply to this Agreement and the lease governed by it. Insofar as translations are made of this Agreement, the German version shall be controlling.

(8) Marburg/Lahn is agreed as the place of jurisdiction for all disputes arising from this Agreement.

(9) Should any provision of this Agreement or any future newly included provision be invalid or unenforceable in whole or in part or lose its validity or enforceability at a later date, or should a gap be found in this Agreement, this shall not affect the validity of the remaining provisions. In place of the invalid or unenforceable provisions or to fill the gap, an appropriate provision shall be agreed in due form which, to the extent legally permissible, shall come as close as possible to what the Parties intended or would have intended according to the meaning and purpose of the Agreement if they had considered the point in question.

(10) The **Lessor** assumes no liability for any complete or partial competitive overlaps between the business operations of the **Lessee** and those of other tenants which exist or which will arise in the future. No protection against competition is granted.

(11) The Appendices to this Agreement are:

Appendix 1)	**List of leased areas**
Appendix 2.1)	**List of fixtures, installations and equipment, facilities**
Appendix 2.2)	**Building description of the Leased Property, equipment description of the Leased Property**

Appendix 3)	**Lessee's share of total area of Building M536 and Building M537 in m²**
Appendix 4)	**Monthly net base rent**
Appendix 5.1)	**Operating costs**
Appendix 5.2)	**Advance payment of operating costs**
Appendix 6)	**General Entry and Parking Regulations**
Appendix 7)	**Sample lease guarantee**
Appendix 8)	**Wastewater Agreement dated March 25/April 12, 2021 including Addendum No.1 dated December 14, 2021**
Appendix 9)	**Refurbishment of wastewater pipes**

Marburg, 19/01/2022

Pharmaserv GmbH

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Marburg, 19/01/2022

BioNTech Manufacturing Marburg GmbH

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Appendix 1)

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Appendix 1.1)

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Appendix 3)

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Appendix 4)

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Appendix 5.1)

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APPENDIX 8

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Appendix 3 to the Wastewater Agreement with BioNTech

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Appendix 1 to the Wastewater Agreement (BioNTech) – Addendum 1

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Exhibit 8

Subsidiary	Jurisdiction of Incorporation
BioNTech Cell & Gene Therapies GmbH	Germany
BioNTech Delivery Technologies GmbH	Germany
BioNTech Diagnostics GmbH	Germany
BioNTech Europe GmbH	Germany
BioNTech Innovation GmbH	Germany
BioNTech Innovation and Services Marburg GmbH	Germany
BioNTech Innovative Manufacturing Services GmbH	Germany
BioNTech Manufacturing GmbH	Germany
BioNTech Manufacturing Marburg GmbH	Germany
JPT Peptide Technologies GmbH	Germany
reSano GmbH	Germany
BioNTech Real Estate Holding GmbH	Germany
BioNTech Real Estate Verwaltungs GmbH	Germany
BioNTech Real Estate GmbH & Co. KG	Germany
BioNTech Real Estate An der Goldgrube GmbH & Co. KG	Germany
BioNTech Real Estate An der Goldgrube 12 GmbH & Co. KG	Germany
BioNTech Real Estate Adam Opel Straße GmbH & Co. KG	Germany
BioNTech Real Estate Haus Vier GmbH & Co. KG	Germany
BioNTech R&D (Austria) GmbH	Austria
BioNTech Pharmaceuticals Asia Pacific Pte. Ltd.	Singapore
BioNTech (Shanghai) Pharmaceuticals Co., Ltd	China
BioNTech Turkey Tıbbi Ürünler Ve Klinik Araştırma Ticaret Anonim Şirketi	Turkey
BioNTech UK Limited	UK
BioNTech USA Holding, LLC	Delaware
BioNTech Research and Development Inc.	Delaware
BioNTech US, Inc	Delaware
JPT Peptide Technologies, Inc.	Delaware

Exhibit 15.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

(1) Registration Statement (Form F-3 No. 333-249991) of BioNTech SE,

(2) Registration Statement (Form S-8 No. 333-253263) pertaining to the 2020 Employee Equity Plan, the 2020 Restricted Stock Unit Plan for North America Employees and the 2017 Employee Stock Ownership Plan of BioNTech SE;

of our reports dated March 30, 2022, with respect to the consolidated financial statements of BioNTech SE and the effectiveness of internal control over financial reporting of BioNTech SE included in this Annual Report (Form 20-F) of BioNTech SE for the year ended December 31, 2021.

/s/ Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft
Cologne, Germany

March 30, 2022