AGREEMENT

between

GlaxoSmithKline Biologicals SA
Rue de l'Institut 89
B-1330 Rixensart
Belgium

GlaxoSmithKline AB
Hemvärnsgatan 9
SE-169 29 Solna
Sweden

(together "**GSK**")

and

Public Health Agency of Sweden
Nobels väg 18
SE-171 82 Solna

("**PHAS**")

regarding

Reservation and Supply of Pandemic Influenza Vaccine

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Advance Purchase Agreement

Preamble

Terms used in this Preamble are further defined in Section 1 below.

A. GlaxoSmithKline Biologicals SA, based in Belgium, is active within research and development as well as the manufacture and export of vaccine products against various potential pandemic strains of influenza virus including the Pandemic Vaccine. GlaxoSmithKline Intellectual Property Ltd, based in the United Kingdom, an affiliate of the GlaxoSmithKline group of companies owns certain intellectual property rights relating to the Pandemic Vaccine.

B. GlaxoSmithKline AB, based in Sweden, is active within marketing and distribution of i.a. vaccine products manufactured by GlaxoSmithKline Biologicals S.A. and other affiliates of the GlaxoSmithKline group of companies and is the local representative of the GlaxoSmithKline group of companies in Sweden.

C. The Public Health Agency of Sweden is an expert authority with responsibility for public health issues at a national level in Sweden. The PHAS develops and supports activities to promote health, prevent illness and improve preparedness for health threats. The PHAS recognizes the need to take suitable measures to increase the level of pandemic influenza preparedness in Sweden and has officially been mandated by the government of Sweden to acquire on its behalf supplies of the Pandemic Vaccine, and therefore wishes to reserve, and in the event of an outbreak of pandemic influenza, purchase a certain number of Doses of Pandemic Vaccine on the terms and conditions set out in this Agreement.

The Parties acknowledge that prior to executing this Agreement, they discussed the clinical and safety data and information available to GSK regarding its pre-pandemic and pandemic influenza vaccines, including data and information regarding the cases of narcolepsy which have been reported in some individuals who were vaccinated during the 2009-2010 H1N1 pandemic with one of GSK's H1N1 pandemic vaccines;

D. The Pandemic Vaccine will comprise a separate Adjuvant Component and Pandemic Antigen Component, and is currently approved in Europe as mock-up vaccine based on the A/H5N1/Vietnam influenza virus strain. This Regulatory Authorisation shall be varied with such other influenza virus strain of pandemic potential as is technically and commercially feasible and which is recommended by WHO at the time of Production Switch.

E. GSK's manufacturing capacity of the Pandemic Vaccine is dependent on a number of factors such as the selection and receipt of the strain, the production yield of the antigen for such strain and the amount of antigen content required in the Pandemic Vaccine.

F. PHAS wishes to reserve and, in the event of actual influenza pandemic, purchase Pandemic Vaccine and GSK agrees to reserve production capacity for the supply of the Pandemic Vaccine to PHAS, to supply and sell the Pandemic Vaccine to PHAS in the event of a Pandemic Declaration, and PHAS correspondingly agrees to order and purchase the Pandemic Vaccine from GSK, in the event of a pandemic influenza as communicated through a Pandemic Declaration on the terms and conditions set out in this Agreement.

Now, therefore, PHAS and GSK have agreed as follows:

1. Definitions and Interpretation

1.1. Definitions

In this Agreement, unless otherwise specified or inconsistent with the context, the following definitions shall apply:

"Actual Delivery Time" means the actual period of time expressed in weeks between the first Delivery to PHAS and the Delivery of the Firm Order Volume or, if applicable, the Final Quantity.

"Actual Value" means the value of the total number of Doses delivered by GSK to PHAS under this Agreement.

"Adjuvant Component" means the adjuvant component of the Pandemic Vaccine as described in Exhibit A.

"Adverse Reactions" means other reactions to the Pandemic Vaccine than as specifically described in the Summary of the Product Characteristics which are (i) either common (affecting >1/100 vaccinated) or at least uncommon (affecting >1/1000 vaccinated) and (ii) which through Best Evidence, are established as an adverse reaction to the Pandemic Vaccine with a serious effect on human health.

"Affiliate" means any company which Controls, is Controlled by or is under common Control with GSK and/or its ultimate parent company.

"Agreement" means this agreement including all Exhibits, as amended in accordance with Section 14.5. from time to time.

"Allocated Percentage" means the percentage of the Total Weekly Production Volume allocated for the supply of Pandemic Vaccine to the PHAS which shall be determined as set out in Exhibit F.

"Allocation Principles" means the principles (including, but not limited to the Assumptions) described in Exhibit F that will be used by GSK to determine the actual weekly volumes of doses to be delivered by GSK to the PHAS.

"Assumptions" means the assumptions as detailed in Exhibit G.

"Best Efforts" means using all efforts, know-how and resources normally used by either Party in the exercise of their respective activities relating to influenza vaccines which, taking into regard the legitimate interests of both Parties, may not be deemed unreasonable. Using efforts, know-how and resources which would be economically unviable for either Party in connection with the Pandemic Vaccine shall be deemed unreasonable.

"Best Evidence" means the best available knowledge on the basis of existing best practices and established experience, as established by experts at qualified clinics in Sweden in agreement, to be used as Best Evidence in the absence of evidence-based practice.

"Claim" means a claim, complaint, lawsuit, administrative or other legal proceedings or cause of action.

"Cancellation Date" means the date on which a Cancellation or Reduction Notice shall take effect, as further detailed in Section 2.7.1. b).

"Cancellation Notice" means a notification by the PHAS to cancel the number of Doses of Pandemic Vaccine to be supplied under a Firm Order, as detailed in Section 2.7.1. b).

"Competent Regulatory Authority" means EMA and the European Commission or the Swedish Medical Products Agency as the context allows.

"Component(s)" means the Adjuvant Component and/or the Pandemic Antigen Component as the context allows.

"Control" means the holding, directly or indirectly, of:

A. more than fifty percent (50%) of the voting share capital of a company; or

B. the power to appoint at least one half of the Board of Directors or similar body of a company; or

C. the power, by virtue of the constitution of the company or other arrangements or documents regulating that company, to secure that the affairs of a company are conducted in accordance with the holder's wishes.

"Delivery" and "Deliver" means completion by GSK of all activities of the seller under the definition of the delivery terms in INCOTERMS 2010 set out in Section 2.9.4., at the Place of Delivery.

"Delivery Schedule" means the delivery schedule as further described in Section 2.9.1. and Exhibit H to be provided by GSK to the PHAS.

"Dose" means a single dose of Pandemic Vaccine for a healthy adult as specified in the Specifications.

"Effective Date" means the 2nd May 2016 assuming that all Parties have executed this Agreement or, if all Parties have executed this Agreement at a later date, such later date

"EMA" means the European Medicines Agency.

"Filling and/or Packaging Facilities" means the filling facilities and/or the packaging facilities owned and operated by GSK and/or such other facilities (including third party facilities) as GSK shall designate from time to time for the filling and/or packaging of the Pandemic Vaccine and references to Filling and Packaging Facilities shall be to any one or more of such facilities.

"Final Quantity" shall have the meaning set out in Section 2.7.1. c).

"Firm Order" means the firm binding order to be placed by the PHAS within fourteen (14) days of a Pandemic Declaration as defined in Section 2.6.1. a).

"Firm Order Volume" means the volume to be delivered under a Firm Order, as defined in Section 2.6.1.a).

"Force Majeure" means any cause preventing either Party from performing any or all of its obligations under the Agreement which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the relevant Party in that it could not reasonably have been foreseen or avoided for the relevant Party such as strikes, lock-outs or other industrial disputes, unavailability of transport, technical failure, default of supplies or suppliers and comparable necessities required for the production, fire, flood, storm, acts of god, acts of governments, war, riot, civil commotion, malicious damage, compliance with any law or judicial

order or government or quasi-governmental or other competent institution (including WHO) order, rule, regulation or direction, decisions by the Competent Regulatory Authority relating to the Pandemic Vaccine, accident or comparable circumstances which directly affects either Party to perform under this Agreement.

"Good Manufacturing Practice" or **"GMP"** means good manufacturing practice in accordance with standards currently required by EU legislation and in particular those set out in its Directive 91/356/EEC, as amended by Directive 2003/94/EC and 91/412/EEC as amended from time to time or other applicable regulation and including in particular the guidelines set out in Volume 4 of EudraLex – The Rules Governing Medical Products in the European Union.

"GSK" means GlaxoSmithKline Biologicals SA and/or GlaxoSmithKline AB and/or any Affiliate.

"ICH Guidelines" means applicable guidelines used by the International Conference on Harmonisation of Technical Requirements for the Registration of Pharmaceuticals for Human Use.

"Minimum Order Quantity" means fifty percent (50%) of the Reserved Volume.

"Monobulk Yield" means the actual production bulk yield of Pandemic Antigen Component per inoculated egg (including any over dosage, overfilling and any other process losses necessary for the release of the Pandemic Vaccine). GSK anticipates to have the Monobulk Yield results available within [redacted] after Pandemic Declaration (assuming the Pandemic Antigen Seed has been received at least [redacted] weeks before Pandemic Declaration), or within [redacted] weeks after receipt of the calibrated reagents, whichever comes later.

"Pandemic" means any continuous period of spread of human influenza for which a Pandemic Declaration has been made.

"Pandemic Antigen Component" means the antigen component of the Pandemic Vaccine based on the pandemic influenza virus strain antigen identified by WHO at the time of the Production Switch as described in Exhibit A.

"Pandemic Antigen Facility" means the facilities at Dresden in Germany at which the Pandemic Antigen Component is produced, owned and operated by GSK.

"Pandemic Antigen Seed" means the seed used for the Pandemic Antigen Component as prepared by a WHO reference laboratory.

"Pandemic Declaration" means a declaration of a pandemic by WHO with respect to human influenza caused by a specific influenza virus strain.

"Pandemic Facilities" means GSK's Pandemic Antigen Facility in Dresden where the Pandemic Antigen Component will be manufactured and GSK's or Affiliate's facilities in Belgium where the Adjuvant Component will be manufactured (or in either case such other facilities as GSK may designate from time to time).

"Pandemic Vaccine" means GSK's proposed split inactivated virus adjuvanted vaccine comprising a separate Adjuvant Component and separate Pandemic Antigen Component, as described in more detail in Exhibit A and as may be varied from time to time in accordance with this Agreement and references to Pandemic Vaccine shall include a reference to each of the Components, as the context allows.

"Parties" means PHAS and GSK.

"Place of Delivery" means the place of delivery as specified in Exhibit B.

"Preparedness Fee" means the non-refundable fee as more fully described in Exhibit B for the reservation of the Pandemic Vaccine for supply under this Agreement.

"Price" means the price for the Pandemic Vaccine as more fully described in Exhibit B but excluding the Preparedness Fee.

"Production Switch" shall have the meaning set out in Section 2.3.

"Reduction Notice" means a notification by PHAS to GSK to reduce the number of Doses of Pandemic Vaccine to be supplied under a Firm Order, as defined in Section 2.7.1 b).

"Regulatory Authorisation" means a centralized marketing authorisation (or any Variation thereto) for the Pandemic Vaccine issued by the Competent Regulatory Authority on the basis of Regulation (EC) No 726/2004, or its implementing Commission Regulations or Directives, guidelines, etc., or a temporary authorisation issued by the Competent Regulatory Authority, as the context dictates.

"Reserved Volume" means the total of eight million nine hundred thousand (8 900 000) Doses of Pandemic Vaccine reserved under this Agreement as detailed in Exhibit B.

"Specifications" means the specifications for the Pandemic Vaccine set out in Exhibit A, as these may be updated or replaced by GSK from time to time.

"Target Delivery Time" means the anticipated period of time expressed in weeks between the first Delivery to PHAS and the Delivery of the Firm Order Volume or, if applicable, the Final Quantity. The Target Delivery Time will be determined by GSK after Pandemic Declaration and communicated to PHAS in accordance with Section 2.9.1.

"Term" means the term of this Agreement set out in Exhibit B, subject to earlier termination in accordance with Sections 13.3. or 13.4.

"Total Capacity" means the estimated capacity at the time of the first Monobulk Yield results of GSK to manufacture and supply Pandemic Vaccine in the event of a Pandemic, with Pandemic Antigen Component manufactured at the Pandemic Antigen Facility expressed as a number of Doses over a [redacted] period from first delivery, and subject to the preparedness activities described in Exhibit D and to the Assumptions being realised.

"Total Weekly Production Volume" means the actual weekly filled and released production volume of Pandemic Antigen Component at the Pandemic Antigen Facility excluding (i) any retained samples, (ii) any failed batches outside the reasonable control of GSK, and (iii) Doses of Pandemic Antigen Component reserved by GSK in accordance with its business continuity planning.

"Variations" means such variations to the Regulatory Authorisation for the Vaccine as may be required by Regulation EC/1085/2003 and Regulation 1234/2008.

"Week 14" means the fourteenth week after the week of Pandemic Declaration provided that GSK receives the Pandemic Antigen Seed at least [redacted] weeks before Pandemic Declaration or the tenth week after the week in which the calibrated reagents are received, whichever comes later. If GSK receives the Pandemic Antigen Seed less than [redacted] weeks before Pandemic Declaration, for every week of delay in the receipt of the Pandemic Antigen Seed, one week shall, for the purpose of calculating Week 14, be added to the fourteenth week mentioned above.

"WHO" means the World Health Organization.

"Wilful Misconduct" means an act or omission that is taken (a) intentionally to achieve a wrongful purpose; (b) without legal or factual justification; and (c) in disregard of a known or obvious risk that is so great as to make it highly probable that the harm will outweigh the benefit.

1.2. Interpretation

In this Agreement, the following rules of interpretation shall apply:

A. references to the singular include the plural and vice versa;

B. a reference to any law shall include a reference to any revision or re-enactment of that law;

C. references to "days" are to all calendar days including weekends and bank or public holidays in Sweden and references to 'week' are to a period of seven consecutive days;

2. Reservation and Supply of Pandemic Vaccine

2.1. Reservation of Reserved Volume

During the Term and subject to the terms and conditions of this Agreement, GSK shall reserve production capacity at the Pandemic Facilities and at the Filling and Packaging Facilities for the production and supply of the Reserved Volume exclusively to PHAS with regard to each Production Switch taking place during the Term. Thus, the Reserved Volume shall be available for PHAS for each Production Switch occurring during the Term provided that, in case of more than one Pandemics occurring during the Term, that the WHO first has declared the end of a Pandemic prior to declaring another Pandemic.

2.2 Preparedness and Inspection

GSK shall maintain and implement its business continuity plans, including with its third party suppliers and in respect of stockpiling of materials, in preparation for events that as at the date of this Agreement are reasonably foreseeable during a Pandemic. A summary of GSK's current plans are attached as Exhibit D. These may be updated by GSK from time to time and GSK shall inform PHAS of such updates. Subject to PHAS prior written notice of no less than six (6) weeks, PHAS shall have the right to inspect or audit the Pandemic Facilities, either as an inspection at the Pandemic Facilities during normal working hours on any Business Day, or as a document audit, as chosen by PHAS, against the requirements specified in this Agreement. Each Party shall bear its own costs related to such inspections.

2.3. Production Switch

In response to a Pandemic during the Term, GSK will use its' Best Efforts to initiate the process for switching its seasonal influenza and pre-pandemic vaccine production at the Pandemic Facilities to production of the Pandemic Vaccine (the **"Production Switch"**) as necessary to deliver the Reserved Volume of the Pandemic Vaccine to PHAS. The Production Switch will take place as soon as practicable after a Pandemic Declaration.

2.4. Supply and Purchase of Firm Order Volume

In the event of a Production Switch, PHAS shall purchase from GSK the Firm Order Volume or the Final Quantity and GSK shall supply the Firm Order Volume or the Final Quantity in accordance with this Agreement. PHAS shall purchase the Firm Order Volume or the Final Quantity at the price per Dose of the Pandemic Vaccine as agreed in Exhibit B.

2.5. Conditions Precedent

The supply and purchase obligations in respect of the Pandemic Vaccine under Section 2.4 shall be subject to and conditional upon:

A. GSK receiving the Pandemic Antigen Seed and associated calibrated reagents from the WHO nominated reference laboratory; and

B. the Competent Regulatory Authority granting Regulatory Authorisation in respect of the Pandemic Vaccine.

2.6. Firm Order

2.6.1. Within fourteen (14) days of a Pandemic Declaration, PHAS shall either

A. place a firm binding order (the '**Firm Order**') for the number of Doses of Pandemic Vaccine to be supplied to PHAS under this Agreement with regard to this Pandemic (the '**Firm Order Volume**'). The Firm Order Volume shall not be lower than the Minimum Order Quantity and shall not exceed the Reserved Volume; or

B. notify GSK in writing that it does not wish to purchase any Pandemic Vaccine under this Agreement with regard to the Production Switch.

2.6.2. If PHAS does not place a Firm Order or notify GSK that it does not wish to purchase Pandemic Vaccine within the fourteen (14) days specified in Section 2.6.1. above, PHAS shall be deemed to have placed a Firm Order for the Reserved Volume.

2.6.3. GSK shall have no obligation to supply any Doses in excess of the Firm Order Volume in respect of the relevant Production Switch. However, if PHAS wishes to purchase additional Doses in excess of the Firm Order Volume and GSK has additional Doses available, PHAS will be treated as a preferred customer and the parties will negotiate such request in good faith.

2.6.4. PHAS shall be entitled to place multiple Firm Orders during the Term, provided that it may place only one Firm Order for each Production Switch.

2.7. Cancellation or Reduction of a Firm Order

2.7.1. General Principles

A. In each Production Switch during the Term, PHAS shall have the right to either cancel or reduce the entirety or part of the supply of the number of Doses to be delivered under a Firm Order in accordance with this Section 2.7.

B. For this purpose, PHAS shall give GSK at least two (2) weeks written notice of such cancellation or reduction (the **'Cancellation Notice'** or the **'Reduction Notice'** as the case may be). Such Notice shall indicate the number of Doses PHAS still wishes to receive in accordance with Sections 2.7.2. and 2.7.3. below and the date at which such Notice shall take effect (the '**Cancellation Date**'). For the avoidance of doubt, the Cancellation Date shall be no less than two (2) weeks after the date of the Cancellation or Reduction Notice.

C. The total number of Doses delivered by GSK following the cancellation or the latest reduction of a Firm Order Volume shall be referred to as the **'Final Quantity'** and GSK shall have no obligation to supply more than the Final Quantity to PHAS with regard to such Production Switch. For the avoidance of doubt, the Final Quantity shall not be lower than the number of Doses that have already been shipped to PHAS at the time the Cancellation or Reduction Notice is received by GSK or than the number of Doses that, in accordance to the Delivery Schedule applicable at the date of sending the Cancellation or Reduction Notice, are to be delivered on the Cancellation Date.

D. If the Firm Order Volume is reduced or cancelled this shall automatically cause a corresponding reduction in the Allocated Percentage with effect from the date of the Cancellation or Reduction Notice. GSK shall promptly provide an updated Delivery Schedule to PHAS following receipt of the Cancellation Date.

2.7.2. Cancellation of a Firm Order

PHAS shall have the right to cancel some or all of the remaining supply of the Pandemic Vaccine under a Firm Order at any time, however not more than once in respect of each Production Switch. The cancelation shall not reduce PHAS's purchase obligation below the number of Doses, which, depending on the Cancellation Date, correspond to the percentage of the Firm Order Volume set out in the table below (the "Non-Cancellable Volume").

Occurrence of Cancellation Date within weeks after Pandemic Declaration	**Non-Cancellable Volume expressed as percentage of the Firm Order Volume**
[redacted] weeks or less	[redacted]
[redacted] weeks or less (but more than [redacted] weeks)	[redacted]
[redacted] weeks or less (but more than [redacted] weeks)	[redacted]
[redacted] weeks or less (but more than [redacted] weeks)	[redacted]
[redacted] weeks or less (but more than [redacted] weeks)	[redacted]
[redacted] weeks or less (but more than [redacted] weeks)	[redacted]
[redacted] weeks or less (but more than [redacted] weeks)	[redacted]
[redacted] weeks or less (but more than [redacted] weeks)	[redacted]
More than [redacted] weeks	[redacted]

The cancellation of supply is subject to the PHAS taking Delivery of the Final Quantity and paying to GSK the balance between (a) the amount equal to the Price for the Non-Cancellable Volume or the Price for the Final Quantity, whichever is higher, and (b) the amount equal to the Price for the Doses that have already been paid by PHAS.

2.7.3. Reduction of the Firm Order Volume

PHAS shall, at any time, have the right to reduce free of charge the supply of the Pandemic Vaccine under a Firm Order if the Regulatory Authorization is amended because:

A. the Competent Regulatory Authority has advised that the Pandemic Vaccine should cease to be used in respect of certain categories of the population. Any such reduction of the Firm Order Volume shall be prorated across the remaining Doses specified in the Delivery Schedule in order for the reduction to correspond to the categories of the population; and/or

B. the Competent Regulatory Authority has advised that GSK's data support the efficacy of a reduced number of Doses per patient in place of the number of Doses per patient recommended at the time of the Firm Order. Any such reduction of the Firm Order Volume shall be proportionate to the reduction of Doses per patient recalculated and the Final Quantity shall not be less than 50% (fifty percent) of the Firm Order Volume;

C. in connection with the use of the Pandemic Vaccine, there are independent reports of Adverse Reactions to the Pandemic Vaccine.

2.8. Production

GSK anticipates the lead times of the pre-production preparation and production of Pandemic Vaccine set out in Exhibit C. Production of Pandemic Vaccine to be supplied under this Agreement shall take place at the Pandemic Facilities, provided that certain filling and packaging and/or release activities may take place at the Pandemic Facilities or the Filling and/or Packaging Facilities.

Without prejudice to the foregoing, PHAS agrees that in the specific emergency circumstances of an influenza pandemic, GSK may, at its discretion change the Pandemic Facilities and/or the Filling and/or the Packaging Facilities for certain activities, or implement certain process changes relating to the production, filling and/or packaging of Pandemic Vaccine prior to relevant Variations being submitted and approved by the Competent Regulatory Authority.

2.9. Delivery

2.9.1. Within three (3) weeks after Pandemic Declaration, GSK shall provide to PHAS a first estimate of:

- the Total Capacity, and
- the Allocated Percentage.

Within seven (7) days of the receipt of the initial Monobulk Yield result, GSK shall provide PHAS with:

- the date on which it has received the Pandemic Antigen Seed,
- the Total Capacity,
- the Allocated Percentage,
- a first Delivery Schedule, and
- the Target Delivery Time.

Thereafter, GSK shall provide an updated Delivery Schedule every two (2) weeks until completion of the Delivery of the Firm Order Volume (or, as applicable the Final Quantity).

2.9.2. GSK shall Deliver to PHAS and PHAS shall accept delivery of the number of Doses of Pandemic Vaccine corresponding to the Allocated Percentage until the Firm Order Volume (or, as applicable, the Final Quantity) is reached. In doing so, GSK shall comply with the Allocation Principles to determine the actual number of Doses to be Delivered to PHAS in a given week.

2.9.3. GSK shall use Best Efforts to

A. make the first Delivery of Pandemic Vaccine to PHAS in Week 14; and

B. deliver the Pandemic Vaccine in accordance with the Delivery Schedule; and

C. deliver the Firm Order Volume (or, as applicable the Final Quantity) within [redacted] of the first Delivery of Pandemic Vaccine to PHAS.

2.9.4. Pandemic Vaccine supplied under this Agreement shall be delivered CIP Place of Delivery (INCOTERMS 2010).

2.9.5. Risk of loss and title in the Pandemic Vaccine shall transfer to PHAS upon Delivery at the Place of Delivery.

2.9.6. Upon completion of the Delivery of all Doses of Pandemic Vaccine related to a Production Switch, GSK shall provide PHAS with a report showing the Actual Delivery Time. If the Actual Delivery Time is longer than the Target Delivery Time, GSK shall pay a penalty of [redacted] per week with a maximum of [redacted] on the Price of the Firm Order Volume or, if applicable, the Final Quantity with regard to this Production Switch.

This penalty shall not be payable if the delayed delivery

A. is a result of an event of Force Majeure, or

B. is attributable to gross negligence or Willful Misconduct of PHAS or any party employed by or acting on behalf of PHAS or to any breach by PHAS of its obligations, representations or warranties under this Agreement.

The amounts payable by GSK under this Section 2.9.6. shall be deducted from any other amounts that may be payable by GSK to PHAS with regard to such late delivery.

2.9.7. If GSK anticipates that delivery of Doses corresponding to the Firm Order Volume shall not be possible, GSK shall within three (3) weeks from a Pandemic Declaration, notify PHAS of such anticipated inability to deliver. GSK shall indemnify PHAS for any direct costs associated with PHAS ordering a pandemic vaccine equivalent to the Pandemic Vaccine from a third party supplier to cover the absence of Doses to be delivered by GSK. GSK shall not have any liability to indemnify PHAS if the circumstances in Section 2.9.6 a) or b) are applicable.

3. Storage, Use and Label Changes

After Delivery, PHAS shall be solely responsible for the proper storage, distribution, implementation of label and product insert changes (as may be required by the Competent Regulatory Authority or otherwise) and administration and/or other use of the Pandemic Vaccine after Delivery.

GSK shall provide all necessary information required for changes to be made to the labelling and product inserts of Pandemic Vaccine after Delivery, as may be reasonably required by PHAS.

4. Release and Vaccine Acceptance

Release of the Pandemic Vaccine will take place in accordance with Exhibit B. Upon Delivery, PHAS shall promptly visually inspect each consignment of Pandemic Vaccine Delivered and shall notify GSK within five (5) days of Delivery of any apparent non-conformity of the Pandemic Vaccines with Specification.

If any Pandemic Vaccine Delivered is not in conformity with the applicable Specification PHAS shall as soon as practicable and in any event within ten (10) days of discovery of such non-compliance notify GSK of such non-conformity.

Should GSK accept (or should the Independent Laboratory referred to below determine) that the Pandemic Vaccines is not in conformity with Specification, PHAS's sole remedy shall be at PHAS's sole discretion either to reject the affected Pandemic Vaccine and to require GSK to replace such Delivered Pandemic Vaccine that does not conform to Specification as soon as practicable, subject to its allocation arrangements or to require GSK to credit PHAS with any Price invoiced for, or where such Price has been paid, to refund the Price paid for the Delivered Pandemic Vaccine that does not conform to Specification. Any such Pandemic Vaccine rejected by PHAS

shall be deemed not to have been Delivered and the Firm Order Volume or, where applicable, the Final Quantity shall be reduced accordingly.

If GSK disputes that the Pandemic Vaccine is not in conformity with the applicable Specification, it may refer the matter to an independent laboratory mutually agreed between the Parties, or, failing such agreement, to the Paul Ehrlich Institute in Germany or such laboratory as the Paul Ehrlich Institute shall nominate, (the "**Independent Laboratory**") for retesting. The decision of the Independent Laboratory shall be final and the costs of such procedure shall be borne by the Party whose opinion is not upheld by the Independent Laboratory.

PHAS shall not be entitled to reject any consignment of Pandemic Vaccine except for non-conformity with the Specification at Delivery. For the avoidance of doubt, PHAS shall not be entitled to reject any Vaccine where failure to comply with Specification has been caused by storage conditions or other external factors after Delivery.

5. Financial Terms

5.1. Preparedness Fee

During the Term PHAS shall pay to GSK the Preparedness Fee in accordance with Exhibit B and the payment terms set out in Section 5.4. The Preparedness Fee shall cover all costs necessary in order to maintain readiness for the manufacturing of Pandemic Vaccine corresponding to the Reserved Volume reserved for supply to PHAS under Article 2.1 and Article 2.2 above including but not limited to costs for the readiness of manufacturing sites, maintaining relevant Regulatory Approvals, upholding GMP facility requirements, risk assessments and safety updates including evaluation of strains, technical variations, satisfactory investments in equipment and facilities maintenance, staff training and competence, readiness for potential clinical trial requirements and the preparedness activities as set out further in Exhibit D. The Preparedness Fee shall constitute GSK's only compensation for maintaining supply preparedness under this Agreement. For the avoidance of doubt, the Preparedness Fee shall be payable whether or not a Production Switch occurs or Pandemic Vaccine is supplied under this Agreement.

The Preparedness Fee shall not be refundable in any situation and shall not be creditable against any Price payable under this Agreement.

5.2. Prices

The Price for the Pandemic Vaccine is as set out in Exhibit B.

5.3. Taxes and Duties

The Price and Preparedness Fee stated are exclusive of value added tax. In addition to the Price and Preparedness Fee, PHAS shall be fully responsible for paying all indirect taxes, including sales, import, withholding or other taxes or duties including any value added taxes in Sweden which may be imposed on the sale or delivery of the Pandemic Vaccine to PHAS or otherwise in connection with this Agreement.

5.4. Invoices and Payment

5.4.1. Payment of the Price and of the Preparedness Fee for the Pandemic Vaccine, or any other payment under this Agreement, is due in accordance with Exhibit B.

GSK shall be entitled to invoice PHAS for the Price and the Preparedness Fee in accordance with the invoice schedule set out in Exhibit B. PHAS will pay invoices submitted by GSK within [redacted] days of the date of invoice.

5.4.2. If PHAS fails to pay any amount when due under this Agreement (subject to postponement of the due date for payment under Section 5.4.3. below):

A. PHAS shall be liable to pay GSK interest on such outstanding amount from the due date at the annual rate of [redacted] accruing on a daily basis until payment is made, whether before or after judgment, and

B. If payment is more than [redacted] days late, GSK may cease delivery of Pandemic Vaccine until payment is made.

5.4.3. If PHAS receives an invoice which it reasonably believes specifies an amount which is not valid and properly due (a "Disputed Amount"):

A. PHAS shall pay the undisputed amount due to GSK within thirty (30) days of the date of the invoice; and

B. PHAS may withhold payment of the Disputed Amount in that invoice provided that PHAS shall notify GSK within fifteen (15) days of receipt of the invoice, of the nature of the dispute. The due date for payment of the Disputed Amount shall be postponed and GSK and PHAS shall endeavour in good faith to resolve the dispute as soon as reasonably possible. If the Parties do amicably resolve the dispute, PHAS shall within thirty (30) days of the date of the resolution of such dispute, pay either the Disputed Amount or, as the case may be depending on the resolution, part of the Disputed Amount that in the course of resolution of the dispute has been determined as due to GSK. If the Parties cannot amicably resolve the dispute, the dispute shall be subject to the general dispute resolution provisions set forth in Section 15 below.

6. Regulatory Authorisation

GSK shall in accordance with applicable regulatory standards in Sweden file for and shall use Best Efforts to maintain the Regulatory Authorisation for the Pandemic Vaccine in the European Union and/or Sweden.

The Parties shall cooperate in good faith to endeavour to secure Regulatory Authorisation in respect of the Pandemic Vaccine and PHAS shall provide any assistance reasonably requested by GSK to secure, prior to the supply of any Pandemic Vaccine, any and all regulatory approvals (including Regulatory Approval) for the purpose of supply, stockpile and administration of the Pandemic Vaccine for all age groups concerned in Sweden.

The Regulatory Authorisation will be held by GSK.

7. Safety Risks and Recall of Vaccines

The Parties shall immediately notify each other of any information in relation to the Pandemic Vaccine received regarding any threatened or pending action by any regulatory authority in Sweden and/or elsewhere in the European Union.

GSK will investigate and, where appropriate, the Parties shall discuss in good faith whether additional terms are necessary in order to facilitate the management of safety for the Pandemic Vaccine in accordance with standards which are no less stringent than the ones encompassed in any applicable pharmacovigilance or recall regulation or the ICH Guidelines, if applicable.

If the Parties agree that such additional terms are necessary, they shall negotiate such additional terms as are necessary to enable:

A. GSK to comply with regulatory requirements for the reporting of safety data in accordance with standards stipulated in the ICH Guidelines, and all applicable regulatory and legal requirements regarding the management of safety data; and

B. the Parties to exchange relevant safety data within timeframes and in a format that will facilitate compliance by GSK with both expedited and periodic regulatory reporting requirements; and

C. GSK to comply with any risk management plans or any other plans for minimizing risks or managing potential safety issues, as may be required by the Competent Regulatory Authority and/or the EMA in the Regulatory Authorisation for the Pandemic Vaccine or by guidelines from international bodies such as WHO.

If a recall of the Pandemic Vaccine in Sweden is required for any reason, GSK in consultation with the Competent Regulatory Authority will be responsible for the coordination and accomplishment of the recall unless the Competent Regulatory Authority in cooperation with PHAS wishes to take the lead on such recall. PHAS shall provide all reasonable assistance, consultation and information reasonably required in respect of any such recall.

8. Import and Export

PHAS shall provide all assistance and information which is reasonably necessary for GSK to obtain any manufacturing, export and/or import licences required for GSK to manufacture, and/or export. Pandemic Vaccine. Any information is to be provided within fourteen (14) days of GSK's request.

9. Warranties

9.1. Notice of Claim

PHAS may claim a breach of warranty under this Agreement against GSK only by written notice to GSK, submitted within thirty (30) days following the date on which PHAS has obtained reasonable knowledge of the existence of such claim and within the warranty period stated for the warranty in question ("**Notice of Claim**"). The Notice of Claim shall contain in reasonable detail all the relevant facts of the alleged breach and a clear reference to the warranty allegedly breached.

9.2. Warranty by GSK

The sole warranties given by GSK in relation to this Agreement are confined to this Section 9.2 whereby GSK represents and warrants that

A. it is legally entitled and has the full power to enter into this Agreement, to carry out its obligations under this Agreement either directly or by engaging its Affiliates or sub-contractors and to grant the rights and benefits granted by it to PHAS under this Agreement and by doing so does not infringe any agreement with any third party.

B. GSK shall manufacture, fill, store, package, label, release and Deliver the Pandemic Vaccine in compliance with GMP applicable at the time of Delivery, to the extent that each standard of GMP is or can be applicable. GSK further warrants that the Pandemic Vaccine shall at Delivery comply with the Specification for the Pandemic Vaccine as set out in Exhibit A.

The warranty period for the warranty under this Section 9.2.b) shall commence on Delivery of the relevant consignment of Pandemic Vaccine and shall continue for the longer of either the [redacted] of the Pandemic Vaccine or [redacted] years from Delivery.

C. it has made all reasonable enquiries relating to its portfolio of patents and intellectual property rights; and based on such enquiries and subject to the disclosure made by GSK to PHAS prior to the Effective Date it is not aware that the manufacture and supply to PHAS and use in Sweden of the Pandemic Vaccine (as it is described in the Regulatory Authorization at the time of the Effective Date) in accordance with this Agreement infringes or may infringe the intellectual property of any third party.

If GSK is in breach of this warranty PHAS shall be entitled to seek damages from GSK and in such case, GSK's liability is set out in Section 12 and the procedure available for PHAS is set out in Section 9.1.

The warranty period for a claim with regard to the warranty in this Section 9.2. c) shall be the Term of this Agreement.

9.3. Warranty by PHAS

PHAS represents and warrants that:

A. it is legally entitled and has the full power to enter into this Agreement, to carry out its obligations under this Agreement and to grant the rights and benefits granted by it to GSK under this Agreement and by doing so does not infringe any agreement with any third party; and

B. it when entering into this Agreement, in PHAS' view and assessment, does so in accordance with any applicable laws and regulations, including the provisions of the Swedish public procurement law.

10. Product Liability and Indemnity

10.1. Indemnity

10.1.1 GSK is associated with the Pharmaceutical Insurance ("PI") in Sweden which provides for compensation to individuals suffering from adverse effects of pharmaceutical treatment in Sweden. To the extent that any Claim will be made against GSK, PHAS shall indemnify and hold GSK harmless against any and all liability (including damages, penalties, fines, costs, expenses such as e.g. reasonable legal expenses and reasonable expenses of other professionals) and other losses suffered or incurred by GSK ('Losses') including Claims for lack of safety or efficacy and for death or personal injury to the extent such Claim will not be compensated by the PI.

10.1.2 However, PHAS shall have no obligation to indemnify and hold GSK harmless according to Section 10.1.1 for Claims relating to death or serious personal injury where it is demonstrated that such death or serious personal injury is directly caused by defects in the manufacture of the Pandemic Vaccine that are:

A. the result of either

i. Wilful Misconduct on the part of GSK; or

ii. the Pandemic Vaccine not being manufactured by GSK in compliance with GMP, to the extent that each standard of GMP is applicable. For the avoidance of doubt, PHAS obligation to indemnify and hold GSK harmless according to Section 10.1.1 shall continue to exist if the absence of compliance with GMP is due to GMP deviations agreed upon by the Parties.

and

B. the actual cause of any alleged death and/ or serious personal injury that is the subject of the Claim.

10.2. Conduct of Litigation

GSK shall notify PHAS of any Claims to which the indemnity in Section 10 may apply. PHAS shall within [redacted] days of such a notification decide whether PHAS' position is that (i) the Claim falls within the remit of Section 10.1.1 and that (ii) PHAS will indemnify and hold GSK harmless against all Losses ("Concurring Position") or whether PHAS position is that (i) the Claim does not fall within the remint of Section 10.1.1. and that (ii) PHAS will not indemnify and hold GSK harmless against all Losses ("Dissenting Position") and shall notify GSK of its Concurring or Dissenting Position. Should PHAS not notify GSK of its Concurring or Dissenting Position within [redacted] days of such notification PHAS shall be deemed to have a Concurring Position.

If PHAS has notified GSK of its' Concurring Position, GSK shall have sole conduct of any negotiation and/or litigation with any person or party making a Claim to which the indemnity in Section 10 applies. During such negotiations and/or litigation, GSK shall cooperate with PHAS, take account of PHAS' reasonable arguments as to the merits of the Claim and keep PHAS fully informed about the progress of the negotiation and/or litigation relating to the Claim and the Parties will collaborate and agree in good faith on any potential settlement of the Claim.

If PHAS has notified GSK of its' Concurring Position, PHAS may by notification to GSK require GSK to allow PHAS to conduct any negotiation and/or litigation, including settlement, in relation to the Claim and GSK shall allow PHAS to conduct such negotiation and/or litigation provided that:

A. PHAS takes account of GSK's reasonable arguments as to the merits of the Claim in relation to the Pandemic Vaccine including its' safety and efficacy profile and related data and that no admission of liability is made without consulting GSK in advance.

B. PHAS keeps GSK fully informed of the progress of the negotiation and/or litigation relating to the Claim and allows GSK the right to participate in (although not conducting) any litigation related to the Claim;

C. PHAS appoints external legal counsel with appropriate expertise to advise on the Claim and conduct any litigation relating to the Claim.

If PHAS has notified GSK of its' Dissenting Position or fails to determine its' position within [redacted] days of the notification in accordance with the first paragraph of this Section 10.2, GSK shall, without prejudice to the possibility to enforce its rights under Section 10.1.1, be entitled to settle such Claim as it best sees fit.

11. Resale, Donation

11.1. Use of Pandemic Vaccine by PHAS

PHAS agrees that, because the exact composition of the Pandemic Vaccine comprising the Adjuvant Component and Pandemic Antigen Component is confidential and contains proprietary know-how belonging to GSK and because of relevant third party intellectual property rights that:

A. PHAS shall only use, and shall ensure that any third party to whom PHAS provides the Pandemic Vaccine only uses, the components of the Pandemic Vaccine i.e. the Adjuvant Component and the Pandemic Antigen Component supplied by GSK in conjunction with each other or otherwise with GSK's consent; and

B. PHAS shall not test, or have tested, the Pandemic Vaccine; and

C. without prejudice to (a) above, PHAS shall not sell, lend, donate, supply to or otherwise permit the use of the Pandemic Vaccine by any third party other than treating physicians and/or nurses in charge of administering the Pandemic Vaccine to patients and relevant personnel in the distribution chain.

Section 11.1 b) shall not prevent PHAS from testing the Pandemic Vaccine if there are independent reports of Adverse Reactions to the Pandemic Vaccine subject to (i) GSK giving PHAS explicit prior approval before any tests are made, (ii) that any tests are limited to the Adverse Reactions of the Pandemic Vaccine and (iii) that PHAS informs GSK and shares with GSK the results of any such tests. GSK may not unreasonably withhold its' approval to PHAS.

PHAS shall indemnify and hold GSK harmless against any and all liability, damages, penalties, fines, costs, expenses (including reasonable legal expenses and reasonable expenses of other professionals) and other losses suffered or incurred by GSK resulting from or arising out of any negligent breach of this Section 11.1.

GSK (or its Affiliates) shall have sole conduct of any litigation and/or negotiations with any person or party making a Claim to which the indemnity in this Section 11.1. applies. PHAS shall provide all reasonable assistance to settle such Claims.

GSK (or its Affiliates) shall promptly notify PHAS of any Claim to which the indemnity in this Section 11.1. applies.

11.2. Resale

PHAS shall not sell any Pandemic Vaccine received under this Agreement to any third party who has purchased or who has an outstanding obligation to purchase Pandemic Vaccine from GSK or any of its Affiliates prior to having obtained the explicit approval by GSK.

11.3. Donations

If PHAS wishes to donate some of the Pandemic Vaccine received under this Agreement to low income countries, GSK shall use Best Efforts to co-operate with the PHAS in facilitating such donation, subject to grant of applicable licences by the relevant authorities. In the case of such a donation, the PHAS shall pay to GSK on request the reasonable costs of any necessary additional regulatory or pharmacovigilance requirements which are the direct result of the proposed donation, provided that GSK shall notify PHAS in writing in advance of incurring such costs and shall use its Best Efforts to mitigate such cost. PHAS shall remain responsible for indemnifying GSK in accordance with Sections 10.1. and 11.1. with regard to any Claims arising from or in connection with the use and administration of any Doses of Pandemic Vaccine donated in accordance with this

Section 11.3. unless PHAS provides GSK with a valid and binding undertaking by the government of the recipient country that - with respect to the donated Doses of Pandemic Vaccine - such receiving country will indemnify GSK as detailed in Sections 10.1. and 11.1.

12. Limitation of Liability

The liability of GSK to PHAS for any Claim arising out of or in connection with this Agreement regardless of the form of action that imposes liability, whether in contract, tort (including negligence) breach of statutory duty, breach of warranty, contribution or other action or cause of action of any kind, and for any remedy whatsoever, will not exceed in aggregate for all such Claims the sum equal to [redacted] of the Actual Value.

Nothing in this Agreement shall exclude or limit a Party's liability to any third party or each other to the extent it would be illegal or invalid in any way for that Party to exclude or attempt to exclude or limit its liability under the laws of Sweden.

Nothing in this Section 12., shall exclude or limit PHAS's liability to GSK and its Affiliates for payment of the Preparedness Fee, the Price for the Pandemic Vaccine, or for payment under the indemnities set out in Sections 10.1. or 11.1.

13. Term and Termination

13.1. Term

Unless and until terminated in accordance with its terms, this Agreement shall come into force on the Effective Date and shall remain valid for the Term.

13.2. Expiry and Extension

If PHAS has placed a Firm Order during the Term but the Firm Order Volume (or as applicable the Final Quantity) has not been supplied before termination of this Agreement or expiry of the Term, this Agreement including in particular the obligations of PHAS to purchase Pandemic Vaccine and GSK's obligation to supply Pandemic Vaccine shall continue until the completion of supply of the Firm Order Volume (or as applicable the Final Quantity).

13.3. Termination by Either Party

13.3.1. This Agreement may be terminated by either Party if the other Party is in material breach of its obligations under this Agreement and has not remedied such breach within thirty (30) days of receipt from the first Party of written notice requiring remedy of such breach accompanied by the reason why it believes that the other Party is in breach.

13.4. Termination by PHAS

13.4.1. PHAS may terminate this Agreement

A. At any time with three (3) months written notice, if, at the time the termination notice is served, there has not yet been a Pandemic Declaration,

B. At any time with three (3) months written notice after completion of the delivery of the Firm Order Volume (or as applicable, the Final Quantity) in relation to a specific Pandemic and if, at the time of the termination notice, no further Pandemic Declaration has yet been made,

subject to the payment by PHAS of that part of the Preparedness Fee which has not been paid until the date of termination.

13.5. Effect of Termination

Sections 1. (Definitions and Interpretation), 7. (Safety Risks and Recall of Vaccine), 9. (Warranties), 10. (Product Liability and Indemnity), 12. (Limitation of Liability), 13.2. (Expiry and extension), this Section 13.5., 14.1. (Confidentiality), 14.7. (Assignment) and 0. (Governing Law and Jurisdiction) shall survive termination or expiration of this Agreement.

14. Miscellaneous

14.1. Confidentiality

The Parties undertake to keep confidential during and after the Term of this APA all electronic, oral or written communications from the other Party to the extent that such communications reasonably should be regarded as confidential information, business secretes or proprietary information, and to use or disclose such information only as necessary to exercise a Party's right or perform a Party's obligations under this Agreement. For the avoidance of doubt, confidentiality shall not prevail to the extent that PHAS is required to disclose information according to the Public Access to Information and Secrecy Act (*Sw.* Offentlighets- och sekretesslagen (2009:400)) and any other applicable laws and/or regulations. PHAS shall under such circumstances give GSK reasonable notice and consider any arguments put forward by GSK in relation to confidentiality prior to any decision relating to disclosure.

14.2. Force Majeure

If and to the extent that either Party (with respect to GSK including also any transporter, freight forwarder or other sub-contractors) is prevented from performing any or all of its obligations under this Agreement because of Force Majeure then that Party shall be excused from performance of its obligations to the extent and for the period required by such Force Majeure and shall promptly notify the other Party. The Party so prevented from performing any or all of its obligations due to Force Majeure shall use its best efforts to remove or, if possible, mitigate the circumstances causing Force Majeure in co-operation with the other Party.

14.3. Relationship of Parties

The Parties are independent contractors under this Agreement and no other relationship, including partnership, franchise, joint venture, agency, employer/employee, fiduciary, or other special relationship is intended. No Party shall act in a manner which expresses or implies a relationship other than that of independent contractor, nor attempt to bind another Party.

14.4. Notices

All notices between the Parties provided for in this Agreement shall be in writing and shall only be valid if duly signed by the relevant Party and transmitted by e-mail with a copy by regular mail or delivered by hand to the address of the recipient as set out in Exhibit B.

14.5. Entire Agreement

This Agreement contains all the arrangements made between the Parties in connection with the manufacture and supply of the Pandemic Vaccines. It is the intention of the Parties that this Agreement be executed in the English language. In the case of any translation of this Agreement, the English version of this Agreement shall prevail.

Any amendment of the Agreement and any future representation relating to the Pandemic Vaccine is only valid if made in writing as an amendment to this Agreement and signed by authorized signatories of all Parties.

No terms, conditions or representations endorsed on, delivered with or contained in any purchase order, confirmation of order, specification, correspondence preceding signature of this Agreement or any other document shall be incorporated into this Agreement or construed as a separate contract for the supply and purchase of the Pandemic Vaccine, for any reason.

14.6. Counterparts

This Agreement may be executed in two counterparts, each of which shall be an original and which together shall constitute one and the same instrument.

14.7. Assignment

This Agreement and/or any right and obligation under this Agreement may only be assigned to third parties with the prior written consent of the non-assigning Party. In the event of any purchase of all or a substantial part of GSK's or any Affiliate's business PHAS consent shall not be withheld insofar the purchaser can guarantee the fulfilment of the Agreement. The Parties shall undertake appropriate measures to assign all rights and duties arising under this Agreement to any legal successors they may have.

14.8. Most favoured customer status

GSK confirms that, at the Effective Date, it is not party to, and undertakes not to enter into, any undertakings in favour of, or agreements with, third parties which give a third party a right to delivery of Pandemic Vaccine at the Pandemic Facilities in priority to PHAS rights under this Agreement or which may delay Deliveries of the Allocated Percentage of the Total Weekly Production Volume as set out in Exhibit F to be made to PHAS under this Agreement.

The Parties acknowledge that GSK have entered and may in future enter undertakings in favour of or agreements with third parties which give a third party a right to delivery of a proportion GSK's actual weekly production volume of the Pandemic Vaccine that is greater than the Allocated Percentage and that therefore such third parties may receive larger weekly deliveries of the Pandemic Vaccine than PHAS. Such undertakings or agreements do not infringe the confirmation and undertaking in this Section 14.8

15. Governing Law and Jurisdiction

The interpretation and operation of this Agreement and any assessment of the legal validity of the agreed forum for dispute resolution shall be governed by the law of Sweden provided that any treaty shall hereby be expressly excluded. The Parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods.

Any dispute arising out or relating to the existence, interpretation, breach, termination or validity of this Agreement, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Stockholm Chamber of Commerce.

The arbitration tribunal shall be composed of three (3) independent arbitrators, each Party nominating one arbitrator and the chair of the tribunal to be chosen by the arbitrators appointed by the Parties. The procedure shall take place in Stockholm. The proceedings, including any outcome, shall be confidential and the existence of and any aspect of the proceeding shall not be disclosed beyond the tribunal, the Parties and their Affiliates, their counsel, insurers and re-insurers, accountants and auditors, and any person necessary to the conduct of the proceeding. The confidentiality obligations shall not apply if i) disclosure is required by law or ii) to the extent necessary to enforce the rights arising out of the award. The language of the arbitration proceedings shall be English, unless otherwise agreed in writing.

AGREED FOR AND ON BEHALF OF THE PARTIES

Place, Date: **Rixensart, 8 April, 2016**

GlaxoSmithKline Biologicals SA

Name: Denis DUBRU

Title: Director

Antoon LOOMANS

Director

Place, Date: Solna 13/4-16

GlaxoSmithKline AB

Name: Niclas Karlsson

Title: VD

DANIEL BERAPELOT

Place, Date: Solna 22/4 2016

Public Health Agency of Sweden

Name:

Title:

Exhibit A - Vaccine Specifications

Exhibit B – Specific Terms

1. Volumes

The total Reserved Volume is eight million nine hundred thousand (8 900 000) Doses of Pandemic Vaccine.

2. Preparedness Fee

An annual fee of [redacted] SEK per Dose of Pandemic Vaccine in the Reserved Volume, payable at signature of this Agreement and thereafter on each anniversary of the date of signature during the Term.

3. Prices

Vaccines	Price (SEK per Dose and exclusive of VAT and duties)
Pandemic Vaccine	[redacted] SEK for the Pandemic Antigen Component and [redacted] SEK for the Adjuvant Component (in total [redacted] SEK including transport to Place of Delivery)

4. Release of Product

In advance of Delivery, GSK shall inform PHAS of the process for quality release of the Pandemic Vaccine to be supplied under this Agreement.

5. Place of Delivery

The Place of Delivery shall be on one single location in Sweden. The PHAS shall notify GSK as to the Place of Delivery when placing the Firm Order.

6. Term

The Term shall be four (4) years from the Effective Date.

7. Invoice Schedule

GSK shall be entitled to invoice PHAS in respect of the Price for the Pandemic Vaccines as follows:

Event	Amount
On Delivery of each consignment of Pandemic Vaccine (on a week by week basis as the case may be)	100% (one hundred per cent) of the Price for the Pandemic Vaccine Delivered in that consignment

8. Notices

Notices shall be addressed as follows:

If to GSK: General Manager

GlaxoSmithKline AB
P.O. Box 516
SE-169 29 Solna
Sweden

With copies to: General Counsel

GlaxoSmithKline Biologicals SA
Rue de l'Institut 89
B-1330 Rixensart
Belgium

If to PHAS: Head of Unit, Preparedness and Crisis Management

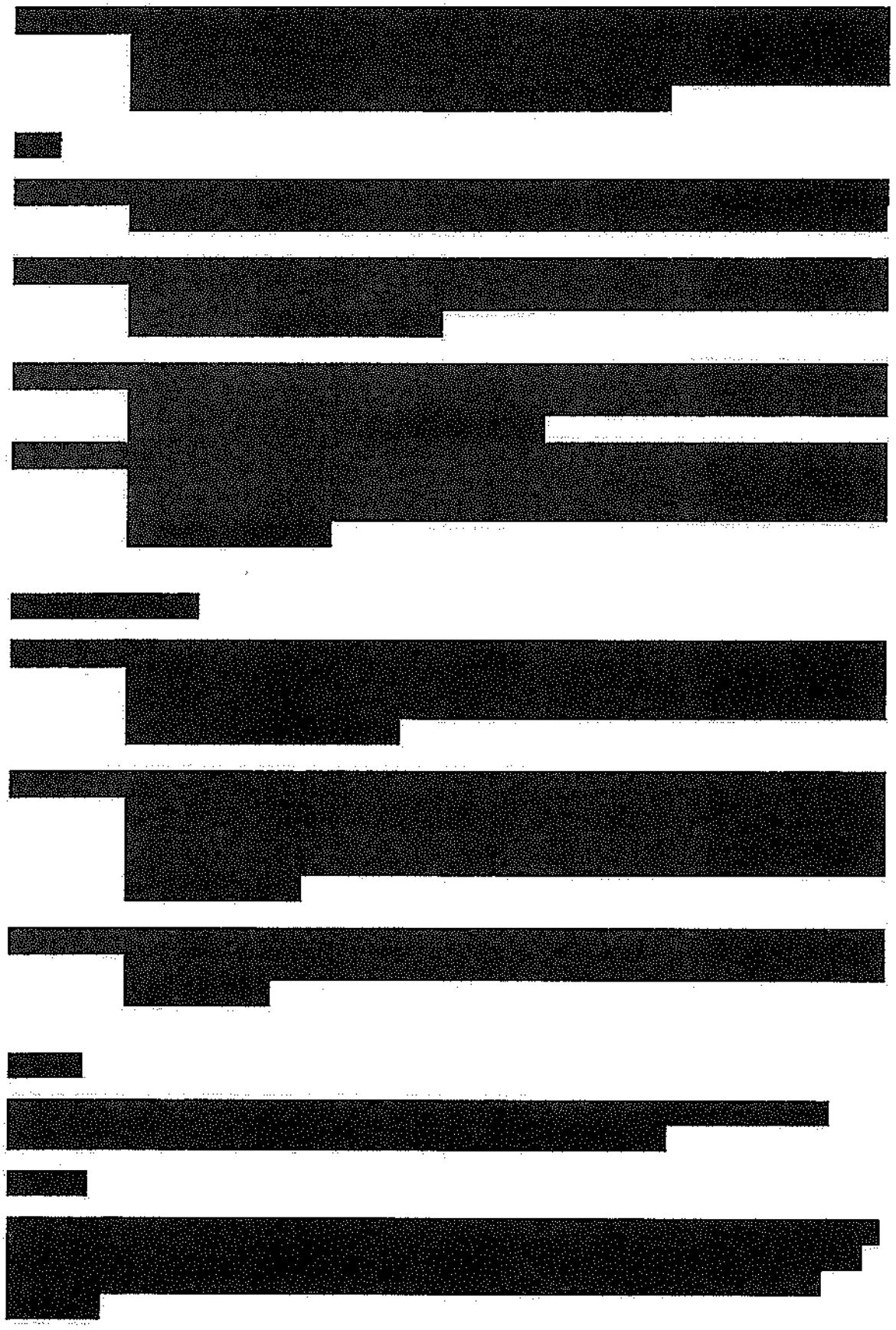
Public Health Agency of Sweden
SE-171 82 Solna
Sweden

Exhibit C – Production Lead Times for Pandemic Vaccine

Exhibit D –Preparedness Activities

[redacted]

[redacted]



Annex 1 to exhibit D –
executive summary of business continuity plan

Exhibit E – Communication of Agreement-related Information

1. Procedure

The Parties agree that PHAS (or any other agency or office of the Government of Sweden) and GSK (or any Affiliate) may issue a press release and/or make a public announcement about the signing of this Agreement and the transactions contemplated by it. The Parties will exchange and agree in good faith draft press releases prior to publication. Date and time of press releases and/or public announcements shall be agreed between the Parties in good faith.

The Parties will further discuss and support each other in preparing a question and answer list to assist the Parties in answering questions from persons such as journalists, vaccine experts and the public.

Exhibit F – Allocation principles

PHAS will be allocated a volume of Pandemic Vaccine on a weekly basis based on the Allocated Percentage.

The Allocated Percentage will be calculated from the Firm Order Volume expressed as a proportion of the Total Capacity.

The following illustration (with theoretical data) is provided for illustrative purposes only:

Pro-rata allocation = Firm Order Volume/ Total Capacity

Allocated Percentage for APA holders (government and/or authority with agreement similar to the Agreement with GSK) = Pro-rata allocation

Total Capacity	100 m	200 m
Firm Order Volume (Number of Doses)	10 m	10 m
Pro rata % allocation (Doses)	10%	5%
Supply: % allocation of weekly doses available for supply	10%	5%

When applying the Allocated Percentage to the Total Weekly Production Volume to determine the actual weekly volumes of doses to be delivered by GSK to the PHAS, there may be some practicalities (e.g. rounding and labelling requirements) which need to be taken into account, resulting in minor variances of Pandemic Vaccine Doses being delivered.

Exhibit G – Assumptions

The Total Capacity will be determined by GSK based on the assumption that all of the following points (the '**Assumptions**') will be realized:

- The Pandemic Antigen Seed is received at least [redacted] weeks prior to Pandemic Declaration
- Calibrated reagents are received within [redacted] weeks after Pandemic Declaration
- Competent Regulatory Authority approves any necessary Variation within 4 weeks after submission
- Release is based on SRD test
- No issues or delays in the release by the official medical control laboratory (OMCL) of the Pandemic Vaccine due for Delivery in the relevant weeks
- Production bulk yield of the antigen is not less than [redacted] per egg

Exhibit H – Delivery Schedules

The Delivery Schedules to be provided by GSK to PHAS in accordance with Section 2.9.1 shall include the following:

An outline of the date of the first Delivery and the anticipated weekly volumes of Pandemic Vaccine to be Delivered to PHAS each consecutive week, and

A summary of the key assumptions that GSK has used to determine these anticipated weekly volumes, which shall be in line with and based on the Allocation Principles.

The indicated date of the first Delivery and weekly volumes in the Delivery Schedules may change over time as the Total Weekly Production Volume and the actual deliveries are subject to a number of factors, including, but not limited to, changes in the Monobulk Yield, manufacturing losses, regulatory approvals and batch failures. Consequently, the delivery forecasts, schedules and information provided pursuant to this Exhibit H are therefore provided to the PHAS only for planning purposes and do not constitute a guarantee that a certain volume of Pandemic Vaccine will be delivered at a certain time.