VACCINATION SUPPLY AGREEMENT

This Vaccination Supply Agreement (“Agreement”), effective as of June , 2021 (“Effective Date”), is by and between the Palestinian National Authority (“PA”) and the Israeli Ministry of Health, acting on its own behalf and on behalf of the State of Israel (“Israel”). Each of PA and Israel may be referred to herein individually as a “Party” and, collectively, as the “Parties.”

RECITALS

A. Whereas, Israel has arranged to procure the Vaccine from Pfizer Pharmaceuticals Israel Ltd. (“Pfizer”) pursuant to a Manufacturing and Supply Agreement dated as of December 1, 2020 by and between Israel and Pfizer (the “Israel-Pfizer Agreement”);

B. Whereas, PA has arranged to procure the Vaccine from [Pfizer] pursuant to a Manufacturing and Supply Agreement dated as of [DATE] by and between PA and Pfizer (the “PA-Pfizer Agreement”);

C. Whereas, pursuant to and subject to the terms and conditions of the Israel-Pfizer Agreement, Israel has received from Pfizer and is holding in storage one million doses of the Vaccine, sufficient to vaccinate 500,000 individuals (the “Stored Doses”);

D. Whereas, pursuant to and subject to the terms and conditions of the PA-Pfizer Agreement, PA expects to receive from Pfizer the shipments of the Vaccine identified in Schedule A to this Agreement on the timelines set forth in such Schedule (the “Anticipated Doses”);

E Whereas, pursuant to and subject to the terms and conditions of the Israel-Pfizer Agreement, Israel has agreed to indemnify Pfizer for administration of the Vaccine in Israel (“Israel Indemnification”);

F. Whereas, pursuant to and subject to the terms and conditions of the PA-Pfizer Agreement, PA has agreed to indemnify Pfizer for administration of the Vaccine in the Territory (“PA Indemnification”);

G. Whereas, in order to ensure access to the Vaccine by Territory Residents prior to the receipt of the Anticipated Doses, Israel desires to supply the Stored Doses to PA for use in Territory and PA desires to receive the Stored Doses from Israel for use in the Territory;

H. Whereas, in consideration of the supply of the Stored Doses to PA and to replace the Stored Doses which are transferred and shipped to PA pursuant to this Agreement, Israel desires to assume PA’s rights under the PA-Pfizer Agreement to receive the Anticipated Doses and to have those Anticipated Doses shipped directly from Pfizer to Israel and PA desires to assign its rights under the PA-Pfizer Agreement to receive the Anticipated Doses and to arrange for the transfer and shipment of the Anticipated Doses directly from Pfizer to Israel;

J. Whereas, the Parties desire to set forth additional terms and conditions with respect to the supply of the Stored Doses to PA and the transfer and shipment of the Anticipated Doses to Israel.

NOW, THEREFORE, PA and Israel in consideration of the promises and mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, agree as follows:

1. Definitions.

1.1. “Intellectual Property” means (a) any processes, trade secrets, inventions, industrial models, designs, methodologies, drawings, discoveries, result, materials, formulae, procedures, techniques, clinical data or technical or other information or data, manufacturing, engineering and technical drawings, including proprietary rights in any of the foregoing, and (b) registered trademarks, trade mark applications, unregistered marks, trade dress, copyrights, know-how, patents, patent applications, and any and all provisionals, divisions, continuations, continuations in part, extensions, substitutions, renewals, registrations, revalidations, reissues or additions, including certificates of supplementary protection, of or to any of the aforesaid patents and patent applications, and all foreign counterparts of any, or to any, of the aforesaid patents and patent applications.

1.2. “Laws” means, collectively, all applicable 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.

1.3 “Territory” shall mean the West Bank.

1.4 “Territory Residents” shall mean habitual residents in the Territory.

1.5 “Vaccine” shall include (a) all vaccines manufactured, in whole or in part, or supplied, directly or indirectly, by or on behalf of Pfizer or BioNTech or any of their Affiliates to Israel or PA pursuant to the Israel-Pfizer Agreement or the PA-Pfizer Agreement, as applicable, that are intended for the prevention of the human disease COVID-19 or any other human disease, in each case which is caused by any of the virus SARS-CoV-2, and/or any or all related strains, mutations, modifications or derivatives of the foregoing, (b) any device, technology, or product used in the administration of or to enhance the use or effect of, such vaccine, or (c) any component or constituent material of (a) or (b).

2. Stored Doses.

2.1. Supply. Israel shall supply the Stored Doses to PA, and PA shall accept the Stored Doses, subject to and in accordance with the terms and conditions of this Agreement.

2.2 Delivery. The Parties shall reasonably agree, in writing, to the location(s) for delivery of one or more shipments of the Stored Doses as soon as reasonably practicable following the Effective Date; provided that PA confirms in writing to Israel prior to any shipment that (i) each location meets the requirements set forth in the PA-Pfizer Agreement for storage of the Vaccine and (ii) each location is an authorized and qualified location to receive the Vaccine pursuant to the PA-Pfizer Agreement.

2.3. Application of PA-Pfizer Agreement. Upon delivery of Stored Doses to PA, PA shall be subject to all obligations with respect to the Vaccine and the Product, as such terms are defined in the PA-Pfizer Agreement, as if such Stored Doses were delivered directly by Pfizer to PA pursuant to such Agreement, including the PA Indemnification, and Pfizer shall have all causes of action arising under such Agreement with respect to the Stored Doses as if such Stored Doses were delivered directly by Pfizer to PA (and not to Israel) pursuant to such Agreement.

2.4 Product Use and Handling.

(a) The Stored Doses are being provided to PA solely for use in the Territory and shall be administered solely to Territory Residents. PA shall not transfer any of the Stored Doses outside of the Territory for any reason or administer the Stored Doses within the Territory to anyone other than Territory Residents. Israel, in its sole discretion, shall have the right to require any information or document required to ensure compliance with territory restrictions.

(b) In addition to all obligations of PA pursuant to Section 2.3 of this Agreement, upon delivery of Stored Doses to PA, PA shall store and handle the Stored Doses in the manner set forth in the PA-Pfizer Agreement and in strict compliance with the instructions provided by Pfizer to ensure stability and integrity of the Stored Doses and shall comply with any additional registrations, approvals, waivers, storage, ‎transport and product acceptance requirements set forth in the PA-Pfizer, to the satisfaction of ‎Pfizer in its sole discretion. PA shall be solely responsible and liable for the proper storage, handling, distribution, transportation, administration, use and disposal of the Stored Doses following delivery of the Stored Doses to PA.

(c) Without prejudice to the generality of the foregoing, PA shall ensure that: (i) recipients of the Stored Doses shall follow the return and disposal instructions provided by Pfizer when disposing of open and unused Vaccine and its packaging components; and (ii) such return and disposal complies with all applicable Laws regarding pharmaceutical waste, medical waste, or hazardous waste, as appropriate.

(d) All Stored Doses delivered to PA shall be: (a) stored securely by PA; and (b) distributed by PA only in the Territory 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) resale or export out of the Territory, and to protect and preserve the integrity and efficacy of the Stored Doses. PA shall promptly notify Israel and Pfizer in writing (email being sufficient) within 48 hours (with follow up in writing in line with the notice provisions of this Agreement and the PA-Pfizer Agreement) if at any time PA believes that any of the Stored Doses have been stolen, diverted, tampered with, substituted, or otherwise subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Pfizer. The notice shall provide all information relating to the incident or incidents, including, but not limited to, detailed information including all relevant dates, times, locations, numbers, batch number(s), expiration dates, circumstances, and contact person(s) information. PA shall cooperate with Israel, Pfizer or their designees to address any such incident.

2.5 Acknowledgement. PA acknowledges that each of the Stored Doses has a stated expiration date of either end of June 2021 or end of July 2021, it is accepting such Stored Doses in their current condition as of the Effective Date “as-is” and “where-is” and, as between Israel and PA, it shall assume all risks associated with the administration of the Vaccine in the Territory and specifically the Stored Doses. On and after the delivery of the Stored Doses pursuant to this Agreement, PA accepts all responsibility with respect to the Stored Doses and all liability, whether known or unknown, fixed or contingent, with respect to the Stored Doses will be transferred from Israel to PA and assumed by PA.

2.6 Cessation of Shipment. A breach of Section 2.4 of this Agreement shall be considered a material breach, and in additional to all other rights Israel may have under this Agreement, upon written notification to PA by Israel of a breach or reasonably suspected breach of Section 2.4, Israel shall be entitled to immediately stop delivery of any the Stored Doses not yet delivered to PA.

3. Anticipated Doses.

3.1 Assignment of Shipment. In consideration for Israel’s supply of the Stored Doses pursuant to this Agreement, PA hereby assigns and Israel hereby assumes all of PA’s rights under the PA-Pfizer Agreement to receive the shipments of the Anticipated Doses and will take all commercially reasonable action to ensure that Pfizer delivers the Anticipated Doses to Israel directly.

3.2 Application of Israel-Pfizer Agreement. The Anticipated Doses shall be treated, in all respects, as “Product” under the Israel-Pfizer Agreement and Israel and Pfizer shall have all rights and obligations arising thereunder with respect to the Vaccine and the “Product,” as defined in the PA-Pfizer Agreement. Pfizer is intended to be a third-party beneficiary of this Agreement.

4. Representations and Warranties.

4.1. Israel represents, warrants, and covenants to PA as follows:

4.1.1. It has full right, power and authority to enter into this Agreement and perform its obligations under this Agreement and all necessary authorizations and approvals have been obtained to authorize its performance of all of its obligations contained herein.

4.1.2 The execution and delivery of this Agreement by Israel and the performance of its obligations hereunder (i) do not conflict with or violate any Laws existing as of the Effective Date and applicable to Israel, and (ii) do not conflict with, violate, breach or constitute a default under, and are not prohibited or materially restricted by, any contractual obligations of Israel existing as of the Effective Date.

4.2. PA represents, warrants, and covenants to Israel as follows:

4.2.1. It has full right, power and authority to enter into this Agreement and perform its obligations under this Agreement and all necessary authorizations and approvals have been obtained to authorize its performance of all of its obligations contained herein.

4.2.2. The execution and delivery of this Agreement by PA and the performance of its obligations hereunder (i) do not conflict with or violate any Laws existing as of the Effective Date and applicable to PA, and (ii) do not conflict with, violate, breach or constitute a default under, and are not prohibited or materially restricted by, any contractual obligations of PA existing as of the Effective Date.

5. Reporting Obligations.

5.1. PA acknowledges the Stored Doses may be subject to regulatory and contractual reporting obligations and will use commercially reasonable efforts to provide information and support to Israel as needed, where such reporting obligations relate to this Agreement.

6. No Warranty; Waiver of Claims and Indemnification.

6.1. Except to the extent set out expressly in this Agreement, all conditions, warranties or other terms which might have effect between the Parties or be implied or incorporated into this Agreement (whether by statute, common law or otherwise) are hereby excluded to the fullest extent permitted by Laws. Without prejudice to the general nature of the previous sentence, unless this Agreement specifically states otherwise and to the maximum extent permitted by Law, Israel expressly disclaims any representations or warranties with respect to the Stored Doses, including, but not limited to, any representation, warranties or undertaking as to (a) non‑infringement of Intellectual Property rights of any third party, (b) any requirement to obtain a license of third party Intellectual Property rights to enable the use or receipt of the Stored Doses, (c) merchantability, or (d) fitness for a particular purpose.

6.2 PA waivesall claims it may have against Israel and its affiliates, successors, officers, employees, personnel, representatives, partners, agents, suppliers, vendors, contractors and subcontractors, for injury or death to person or damage to property sustained by PA or any persons claiming through PA which arise out of or derive from the Vaccine or the Stored Doses, or the administration thereof, including in accordance with the Vaccine Victims’ Insurance Law-1989.

6.3. PA agrees to indemnify and hold harmless Israel, and its affiliates, successors, officers, employees, personnel, representatives, partners, agents, suppliers, vendors, contractors and subcontractors, including, without limitation, Pfizer (the “Indemnified Parties”) from and against any and all claims, liabilities, damages, losses, costs, expenses or judgments, including reasonable attorney’s and accountant’s fees and expenses (collectively, “Losses”), imposed upon, incurred by or asserted against the Indemnified Parties arising out of, relating to, or resulting from the transport, storage, distribution, purchase, licensing, donation, dispensing, prescribing, administration, provision, or use of the Vaccine supplied to PA under this Agreement, in each case, including, without limitation, any Losses associated with claims asserted by Territory Residents, whether or not in accordance to the Vaccine Victims’ Insurance Law-1989. For the avoidance of doubt, the Vaccine Victims’ Insurance Law-1989 shall not be applicable to the use or administration of the Stored Doses.

7. Term and Termination.

7.1. This Agreement shall commence upon the Effective Date and, unless sooner terminated as provided herein, shall extend until the later of (i) the date of the final administration by PA of all of the Stored Doses or (ii) the date of the last shipment of the Anticipated Doses.

7.2. Either Party may terminate this Agreement upon a material breach of any obligation or representation hereunder by the other Party, provided that no such termination may be made if such breach is cured by the other Party within thirty (30) days of notice of such breach by the other Party.

7.3. Until the first delivery of the Stored Doses, either Party may terminate this Agreement at any time without cause by giving at least thirty (30) days’ prior written notice to the other Party.

8. Miscellaneous Provisions.

8.1. Each Party agrees that it will not disclose the terms of this Agreement to any third party without the written consent of the other Party, except for each Party’s affiliates, or as required by law, and except for disclosure to its legal advisors under an obligation of confidentiality.

8.2 Any notice required to be given hereunder shall be in writing and deemed to have been sufficiently given, (a) when delivered in person, (b) on the next Business Day after mailing by overnight courier service, or, where overnight courier service is unavailable, by other expedited delivery provided by a recognized express courier, or (c) when delivered via e-mail, provided the original is delivered via one of the preceding methods on or prior to the fifth (5th) Business Day after transmission of the e-mail, to the addresses specified below. For purposes of this Agreement, Business Day means any day other than Friday, Saturday or a public holiday in Tel Aviv, Israel. Each notice shall specify the name and date of and parties to this Agreement.

Israel: Palestinian National Authority:

MANKAL@MOH.GOV.IL

asher.salmon@MOH.GOV.IL

mishpatitjer@MOH.GOV.IL

 [ADD NOTICE ADDRESS]

8.3. This Agreement shall be binding upon each Party and their respective successors and assigns and inure to the benefit of the aforementioned successors and assigns. Neither Party may assign this Agreement or any rights hereunder to any person without the prior written consent of the other Party, and such approval shall not be unreasonably withheld.

8.4. Israel does not waive and reserves, to the maximum extent permitted by applicable law, and PA acknowledges and agrees that Israel has not waived and has reserved, with respect to Israel and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from (i) suit (except as expressly provided in the next following paragraph), (ii) jurisdiction of any court, (iii) relief by way of injunction or order for specific performance or recovery of property, (iv) attachment of its assets (whether before or after judgment) and (v) execution or enforcement of any judgment to which Israel or its revenues or assets might otherwise be entitled in any Proceedings in the courts of any jurisdiction.

Subject to the foregoing, and solely for purposes of providing a forum for resolution of any available disputes, the Parties agree that any dispute that may be heard between the Parties, including with respect to the breach, implementation, or termination of this Agreement, shall be decided exclusively by a competent court of law in Tel-Aviv, Israel, which shall have exclusive jurisdiction and the law that shall apply in such case shall be the statutes and laws of the State of Israel without giving effect to the body of laws pertaining to conflict of laws. PA waives all objections to venue and jurisdiction within such forum. No delay or omission to exercise any right, power or remedy accruing to any Party under this Agreement, upon any breach or default of any other Party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting Party nor shall it be considered to be a waiver of any such breach or default, or any acquiescence therein.

8.5. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be considered to be an original and all of which, when taken together, shall constitute but one and the same Agreement. Facsimile signatures, including, without limitation, signatures exchanged by the sending of .pdf documents via electronic mail or via DocuSign, shall be binding upon the Parties.

8.6 Each Party represents and warrants that it has had the opportunity to be represented by counsel of its choice with respect to this Agreement. In view of the foregoing and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the Parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting Party.

8.7. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. This Agreement may only be amended in written agreement and signed by Israel and PA.

8.8. This Agreement is entered into by and between Israel and PA for their exclusive benefit. There is no intent by either Party to create or establish a third-party beneficiary status or rights to any party, except to Pfizer as stated above, and the Indemnified Parties with respect to indemnification under this Agreement.

8.9. Neither Party shall be deemed to have breached this Agreement if its delay or its failure to perform all or any part of its obligations hereunder, other than any payment obligations, result from the COVID-19 pandemic, flood, earthquake, fire, material tropical weather event, blizzard, or other acts of God, war, invasion, acts of foreign enemy, acts of terrorism, hostilities (whether war was declared or not), strikes, slowdowns, labor unrest, riot, civil commotion, the public enemy, power failure, common carrier error or disruption, computer processing or data transmission delays or difficulties, delays or difficulties in obtaining supplies, materials, or in the performance of services provided by others, or other circumstances beyond its reasonable control, or by reason of a judgment, ruling, or order of any court, agency, or competent jurisdiction, or change of law or regulation occurring subsequent to the signing of this Agreement.

8.10. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable, the remainder of this Agreement will not be affected or impaired thereby. If such term is material to the rights of either Party or the performance of either Party’s duties hereunder, the Parties will work in good faith to renegotiate the applicable provision.

8.11.Notwithstanding anything to the contrary, the following provisions shall survive and apply after expiration or termination of this Agreement: Articles 2, 5, 6, 7, 8.

 [Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Vaccination Services Agreement by their duly authorized officers or representatives.

**[Palestinian National Authority]**  **Israel Ministry of Health**

By: By:

Printed Name: Printed Name:

Title: Title:

Date: Date: