

CONFIDENTIALITY AGREEMENT

BETWEEN

SANOFI PASTEUR S.A., a company existing and organized under the laws of the Republic of France with its registered head-office located at 14 espace Henry Vallée 69007 Lyon, France, acting in its own name and in the name and on behalf of its affiliates, in particular Protein Sciences Corp. (hereinafter referred to as the "Sanofi Pasteur")

Represented by (10)(2e) (10)(2e)

Hereafter referred to as "SP"

AND

The Dutch Scientific Committee on COVID-19 vaccines

Represented by Dr. (10)(2e) (10)(2e)
(10)(2e) as an individual subject matter expert and CHAIR of the Dutch Scientific Committee duly authorised hereto

Hereafter referred to as "the Receiving Party"

SP and the Receiving Party are hereafter collectively referred to as the "Parties" and individually as the "Party".

WHEREAS

Sanofi Pasteur is a pharmaceutical company specialising in vaccine development, registration and marketing, primarily for human use throughout the world. In the fight against COVID-19 pandemic crisis Sanofi Pasteur and GSK are running a R&D project in order to develop and manufacture an adjuvanted COVID-19 vaccine (hereafter the "Adjuvanted Pandemic Vaccine") composed of Sanofi Pasteur's recombinant Covid-19 Spike protein antigen ("S Antigen") and GSK's squalene-based Adjuvant (the "Adjuvant") both in multidose vials and to be reconstituted at bedside before injection.

The recipient of the information provided by SP is a member of the Dutch Scientific Committee for Vaccines COVID-19, whose missions vis-à-vis the Dutch government are as follows:

To provide the Minister of Health and Human Services of the Netherlands solicited and unsolicited with accurate and timely advice in the form of a scientific, independent interpretation of the safety, efficacy, administration and availability of COVID-19 candidate vaccines.

Since the recipient of the information acts as an individual expert, no information relating to the SP vaccine may be transmitted by the expert, beyond what is necessary to support the collective recommendation that the Committee must make to the Dutch government.

This Confidentiality Agreement (hereafter the "Agreement") has been concluded for the purposes of protecting and preserving the confidentiality of information disclosed by SP to the Receiving Party when the Project is discussed and, in case the Receiving Party is selected, when the Project is carried out.

It is expressly understood that nothing in this Agreement requires SP to provide Confidential Information and/or proceed with any Project related transaction with the Receiving Party.

IT IS THEREFORE AGREED AS FOLLOWS

ARTICLE 1 – PURPOSE

In the framework of their discussions on the Project and in case the Receiving Party is selected to carry out all or part of the Project, SP may disclose to the Receiving Party information that SP wishes to see treated as confidential by the Receiving Party.

ARTICLE 2 – CONFIDENTIAL INFORMATION: DEFINITION

Subject to the exceptions referred to in Article 3, “Confidential Information” any information supplied by or made available by, or on behalf of, SP to the Receiving Party whether conveyed orally, in writing, in machine readable form or otherwise which relates to SP’s business, products, developments, trade secrets, know-how, processes, methodologies, personnel, suppliers and customers (whether or not designated as “confidential information” by SP) together with all information derived from the above and all information designated confidential or which ought reasonably to be considered confidential. The existence and terms of this Agreement will themselves be treated as Confidential Information.

ARTICLE 3 – NON-CONFIDENTIAL INFORMATION: EXCLUSIONS

- 3.1 Subject to written evidence provided by the Receiving Party, the confidentiality obligations and undertakings set out in this Agreement do not apply to Confidential Information:
- (a) which now is in, or later comes into, the public domain otherwise than by reason of a breach of this Agreement or the failure of the Receiving Party or its Authorised Third Party (as defined in Article 4 below) to adhere to its terms;
 - (b) which is already possessed by the Receiving Party, as proven by its written records and documents, from a source other than SP, provided that such information is not subject to an obligation (direct or indirect, implied or otherwise) of confidentiality to SP;
 - (c) which becomes available to the Receiving Party on a non-confidential basis from a source other than SP (as can be demonstrated from written records), provided that such source is not (to the best of the Receiving Party’s knowledge after due and careful enquiry) bound directly or indirectly or impliedly by an obligation of confidentiality to SP;
 - (d) Is developed independently by the Receiving Party, with no violation of this Agreement; or
 - (e) the disclosure of which is required by law, the rules of any regulatory organisation, a court or any other authority of competent jurisdiction provided that if the Receiving Party becomes, or it is reasonably likely that they shall become, legally compelled to disclose any Confidential Information, the Receiving Party shall, to the extent legally permissible, provide as much notice as possible of such fact to SP prior to making any disclosure.

ARTICLE 4 – OBLIGATION OF CONFIDENTIALITY

4.1 NON-DISCLOSURE - The Receiving Party agrees to keep the Confidential Information in strict confidence, in safe custody and shall not disclose the Confidential Information to any third party, nor use the Confidential Information for any purpose other than that set out in this Agreement without the prior written consent of SP.

The Receiving Party is authorised to use the Confidential Information only insofar as it is required for the Purpose of this Agreement. The Confidential Information shall not be copied, recorded or otherwise reproduced in any form without the prior written consent of SP.

The Receiving Party shall limit access to Confidential Information to those of its employees who reasonably and necessarily require access to the Confidential Information for the Purpose. The Receiving Party shall ensure that each such employee is bound by, and observes, the terms of this Agreement.

In the case where the Receiving Party shall be authorised in writing by SP to communicate Confidential Information to a designated third party (hereafter the "Authorised Third Party"), the Receiving Party shall ensure that the Authorised Third Party maintains the confidentiality of the information communicated. To this end, the Receiving Party shall have the Authorised Third Party sign a confidentiality agreement whose terms and conditions are at least as strict as the terms of this Agreement prior to providing any Confidential Information.

4.2 RETURN OF CONFIDENTIAL INFORMATION - On written request by SP, the Receiving Party shall, as soon as reasonably practicable,

- (a) return or destroy (at SP's election) all written Confidential Information provided to the Receiving Party and/or its Authorised Third Party;
- (b) either send to SP or destroy all copies of (at SP's election), and any analyses, plans, reports, compilations, studies or other documents which contain or otherwise reflect, such Confidential Information; and
- (c) take reasonable steps to delete any Confidential Information from any computer or other device containing such Confidential Information (and, following such deletion, not attempt to recover such material).

The Receiving Party may retain one copy of Confidential Information to the extent required by law and to the extent permitted by law, the Receiving Party shall notify SP of the same.

The Receiving Party shall, upon SP's written request, confirm in writing to SP that it has complied with this Article 4.2.

4.3 INTELLECTUAL PROPERTY - The provision of Confidential Information under this Agreement shall not be interpreted in any way as creating or granting to the Receiving Party any license, right, title, interest or ownership with respect to any of SP's Confidential Information.

ARTICLE 5 – EFFECTIVE DATE – DURATION

This Agreement shall commence on 28 September 2020 ("Effective Date") and continue for a period of one (1) year. The confidentiality obligations contained in this Agreement shall remain in force for five (5) years from the date of termination and/ or expiry of this Agreement.

ARTICLE 6 – APPLICABLE LAW - SETTLEMENT OF DISPUTES

The Receiving Party hereby acknowledges that any breach of this Agreement, including, but not limited to, the disclosure or threat of disclosure or unauthorised use of any of SP's Confidential Information without its prior written agreement, constitutes irreparable damage against or for which no remedy can offer adequate protection or appropriate compensation. In consequence, the Receiving Party hereby acknowledges that SP shall have the right to demand performance in kind of the Receiving Party's obligations under this Agreement, as well as any other redress liable to be granted by a competent court or authority with jurisdiction.

This Agreement and the rights and obligations of each of the parties shall be governed by and interpreted in accordance with French law.

SANOPI PASTEUR SA.

Signature: [Redacted] (10)(2e)

Name: [Redacted] (10)(2e)

Title: [Redacted] (10)(2e)

Date: 28-Sep-2020

The Dutch Scientific Committee

Signature: [Redacted] (10)(2e)

Name: Dr. [Redacted] (10)(2e)

Title: [Redacted] (10)(2e)

Date: 30-Sep-2020