

SUPPLEMENTARY AGREEMENT NO.1 TO THE SUPPLY AGREEMENT

This Supplementary Agreement (the “**Supplementary Agreement**”) to the Supply Agreement dated 21st December 2020 (the “**Agreement**”) concluded between the Parties indicated below is made and effective as of 22nd January 2021 (the “**Effective Date**”):

BY AND BETWEEN:

1. **National Public Health Center**, a legal entity duly established and existing in accordance with the laws of Hungary, registered under number: 598789 (PIR), with its registered office located at the address: H-1097 Budapest, Hungary, Albert Flórián út 2-6., represented by Dr. Müller Cecília Györgyi, Chief Medical Officer acting on the basis of the charter (the “**Buyer**”); and
2. **LIMITED LIABILITY COMPANY “HUMAN VACCINE”**, a legal entity duly established and existing in accordance with the laws of Russia, registered under primary state registration number: 1207700324633, having taxpayer identity number: 9703017050, registered at the address: 8, Presnenskaya emb. bld. 1, floor 7, premises I, part of room 3, work place 7.31, 123112 Moscow, Russia, represented by **ALEXANDER CHISTYAKOV** in his capacity as General Manager of the Management Company, RDIF Corporate Center Limited Liability Company, main state registration number (OGRN): 1147746718294, with its registered address at: 123112, Moscow, 8 Presnenskaya emb., bldg.1(the “**Seller**”).

The Buyer and the Seller are hereinafter collectively referred to as the “**Parties**” and individually as the “**Party**”.

WHEREAS:

- A. The Seller and the Buyer entered into the Agreement dated as of December 21st, 2020, which set out the Parties’ obligations regarding the supply of the Products; and
- B. The Parties mutually agree to change some of the provisions of the signed Agreement.

NOW THEREFORE the Parties hereby agree as follows:

1. The Parties have agreed to change the Committed Quantity (as this term is defined in clause 2.7 of the Agreement) and respectively state the clauses 2.7 of the Agreement as follows:

"2.6. The price of the Products is indicated below and shall be paid in USD:

Type (Product)	Quantity	Price (USD) per Product (Treatment)
Two components COVID-19 vaccine (Treatment)	1,003,000 Treatments	USD 19.90

2.7. The Buyer and the Seller hereby agree that the Buyer is obliged to purchase the Products in the quantity of **1,003,000 Treatments** to be applied to 1,003,000 people (the "**Committed Quantity**"). The purchase of the Committed Quantity is a "take or pay" obligation on the part of the Buyer such that Buyer is absolutely and irrevocably required to accept and pay for the Committed Quantity over the period at the price set forth in clause 2.6. In the event that Buyer fails to order the Committed Quantity, the Buyer is obliged to pay 100% of the total unfulfilled committed amount."

2. In respect that the Seller has already delivered 3,000 Products, Buyer shall pay 50% of the full price for the remaining part for **1,000,000 Treatments** of Committed Quantity before the first shipping of this Products ("**New Delivery**"), the Parties have agreed that payment of 50% for New Delivery of the Products shall be made by transferring monetary funds to the Seller's bank account within five (5) Business Days from the date of receipt by the Buyer the first Notice of Readiness for the New Delivery from the Seller. The Parties agreed that all expenses that may arise during the transferring monetary funds to the Seller's bank account are borne by the Buyer (Details of Charges OUR).
3. The Parties have agreed that the New Delivery of the Products shall be supplied in the following order if otherwise is not provided in the corresponding Specification:
 - a. **300,000 Treatments** shall be supplied within thirty (30) days from the Effective Date;
 - b. **500,000 Treatments** shall be supplied within sixty (60) days from the Effective Date;
 - c. The remaining part for **200,000 Treatments** shall be supplied within ninety (90) days from the Effective Date.
4. The Seller agrees to attach – free of extra charges – Russian-English bilingual summary of product characteristics (Analytical Passport) to the Products delivered under this Supplementary Agreement.
5. The Seller will use its best efforts to supply the Products maintain a shelf life of at least four (4) months from the Moment of Delivery, provided that the conditions for the storage are in accordance with the rules set out in Schedule 3. of the Agreement.
6. The Seller shall not be liable for any delay in supply of the Products if such delay is caused by interruption of production or lack of Products due to low production level at the respective

- production facilities. All terms of supply shall be extended until the sufficient production level is restored.
7. In this Supplementary Agreement, capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.
 8. The Parties confirm that, this Supplementary Agreement shall take effect retroactively from the effective date of the Agreement.
 9. Unless otherwise expressly supplemented to, or amended by this Supplementary Agreement, all other provisions of the Agreement shall remain unchanged and in full force and effect in accordance with its terms. In respect of any conflicts between the Agreement and this Supplementary Agreement, this Supplementary Agreement shall prevail.
 10. This Supplementary Agreement may be executed in any number of counterparts and via facsimile signature, including PDF / email, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument.
 11. This Supplementary Agreement shall constitute an integral part of the Agreement, become effective on the date when it is entered into and remain effective during the term of the Agreement.

IN WITNESS WHEREOF this Supplementary Agreement has been executed by the Parties through their duly authorised officers on Effective Date.

SIGNED for and on behalf of:

SIGNED for and on behalf of:

Seller

Buyer

Name: Alexander Chistyakov

Name: Dr. Müller Cecilia Györgyi

Title: General Director of LLC "RDIF Corporate Center" – management company

Title: Chief Medical Officer National Public Health Centre

Signature: _____

Signature: _____

