Supply Agreement

This Supply Agreement ("**Agreement**") dated December 8, 2020 ("**Effective Date**") is made by and among:

CanSino Biologics Inc., whose registered office address is at 185 South Ave, TEDA West District, Tianjin, 300457, China ("**CanSinoBIO**"), represented by its CEO, Xuefeng Yu.

LATAM Pharma Innovative Ventures SA, whose registered office address is at c/o Joseph Schuler, Baarerstrasse 21, 6302 Zug, Switzerland, on behalf of itself and its Affiliate (collectively, "**LATAM Pharma**"), represented by legal representative, Mr. Jérôme PIGUET

And

Ministry of Health Mexico, whose registered office address is at Lieja 7, Colonia Juarez, Demarcacion Territorial Cuauhtemoc, Ciudad de Mexico ("**Purchaser**"), represented by Dr. Jorge C. Alcocer Varela.

CanSinoBIO, LATAM Pharma and **the Purchaser** hereinafter also individually referred to as "**Party**", and collectively referred to as the "**Parties**".

Recitals

WHEREAS, CanSinoBIO is a biotech company in the People's Republic of China, dedicated to developing novel vaccines and therapeutics for unmet medical needs. CanSinoBIO is developing a novel recombinant Ad5-nCoV vaccine composed of an adenovirus type 5 vector (liquid for injection) and owns all the intellectual property rights thereon. Under the auspices of an appropriate regulatory approval process and compliance with applicable laws and regulations, CanSinoBIO is interested in supplying the Bulk Product to LATAM Pharma, and the later, through dedicating certain rights to its affiliate, further complete the Manufacturing (fill and finish) from the Bulk Product to the Finished Product; and

WHEREAS, the Purchaser is interested in purchasing the Finished Products from CanSinoBIO and LATAM Pharma as per their cooperation, for the commercialization of Finished Product in the Territory.

WHEREAS, as restricted by applicable laws and regulations, LATAM Pharma would appoint designated Affiliate of LATAM Pharma as its representative to perform the Manufacturing (fill and finish) from the Bulk Product to the Finished Product, including obtaining the necessary approvals (including the Marketing Authorization) of the Products in the Territory. Upon the Product's registration and approval by competent governmental authority, such Affiliate, as the representative of LATAM Pharma, is responsible for Manufacturing (initially on the level of secondary packaging and release and then ultimately fill and finish) from the Bulk Product to the Finished Product in the Territory subject to the terms and conditions under the Registration and Manufacturing Agreement executed by CanSinoBIO, LATAM Pharma and LATAM Pharma's Affiliate; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions

In this Agreement, the following terms shall have the specified meanings:

Affiliate: shall mean with respect to either Party, any Person that, directly or through one or more Affiliate, controls, or is controlled by, or is under common control with, such Party. For purposes of this definition, "control" means (a) ownership of fifty percent (50%) or more of the shares or participation interests entitled to vote for the election of directors, in the case of a corporation, or more than fifty percent (50%) of the equity interests in the case of any other type of legal entity, (b) status as a general partner in any partnership, or (c) any other arrangement whereby a Person controls or has the right to control the board of directors or equivalent governing body of a corporation or other entity.

Agreement: shall mean this Agreement, including any annexes, attachments or addenda hereto as the same may be modified, amended, supplemented or replaced from time to time by mutual written agreement of the Parties.

Applicable Laws: shall mean any national, international, federal, state or local laws, treaties, statutes, ordinances, rules and regulations, including any rules, regulations, guidance, guidelines or requirements of any governmental authority, regulatory authority, national securities exchanges or securities listing organizations, that are in effect from time to time during the Term and apply to a particular activity hereunder.

Bulk Product: shall mean drug substance of a recombinant Ad5-nCoV vaccine composed of an adenovirus type 5 vector (liquid for injection) produced by CanSinoBIO for use as active pharmaceutical ingredient in the Finished Products and supplied by CanSinoBIO or its Affiliate to **LATAM Pharma** and its designated Affiliate in accordance with this Agreement. To clarify, the Finished Product shall be directly and ultimately filled and finished including but not limited to aseptic filling, packaging, labeling and release by LATAM Pharma and its Affiliate of which responsibilities shall be defined in a separate service agreement between LATAM Pharma and its' Affiliate.

cGMP: shall mean current applicable Good Manufacturing Practices issued from time to time by the Regulatory Authorities for Bulk Products.

Confidential Information: shall mean any all tangible and intangible information or data disclosed by disclosing Party to the receiving Party, pursuant to this Agreement, either in writing or orally, irrespective of whether so marked, subject to the conditions set forth hereafter, and including, without limitation, any written, printed or electronic documents, manufacturing, technical, financial, commercial, and proprietary information, know-how, and trade secrets of any description, registration and business information, sales, distribution and marketing data, samples, models whether created or produced by the disclosing Party, or any person on behalf of such Party, that concerns or relates to the business or technology of the disclosing Party or is otherwise acquired in anticipation of, during, or as a result of, or in any way connected with this Agreement.

Competing Product shall mean a recombinant adenovirus vectored COVID-19 vaccine.

Emergency Use shall mean the purchase and use of Finished Products by the Purchaser before the obtaining of the registration certificates of the Products for commercial use. Under the Emergency Use,

CanSinoBIO's Bulk Products shall only comply with the specifications as stipulated in the quality agreement as attached in Appendix B, regardless such specification complies with the statutory requirements under any Applicable Law or regulation or not, and LATAM Pharma shall undertake that the Finished Product complies with the NORMA Oficial Mexicana NOM-059-SSA1-2015, Buenas prácticas de fabricación de medicamentos (NOM-059-SSA1-2015).

Finished Product shall mean recombinant Ad5-nCoV vaccine composed of an adenovirus type 5 vector (liquid for injection), which ready for administration to patients registered on the Territory, containing the Bulk Product, which passed all Manufacturing stages, including labelling and secondary packaging.

Force Majeure: shall mean any cause or event beyond the reasonable control of either Party affecting its ability to perform any of its obligations under this Agreement including, but not limited to: change of Applicable Laws and regulations in PRC or Territory, act or order, fire, flood, lightning, explosion, earthquake, storm or other adverse weather, war, revolution, act of terrorism, riot or civil commotion, blockage, embargo, strikes, lock-outs or other industrial action, failure of supplies of power, fuel, transport, equipment or other goods or services, any cause or event beyond the reasonable control of either party that affects the ability of the party.

"**Manufacture**" or "**Manufacturing**" shall mean all operations of LATAM Pharma or by its Affiliate related to (i) purchase, storage, and warehousing of the Bulk Product, raw and packaging materials, (ii) formulation of the finished dosage form from the Bulk Product and raw materials, (iii) primary packaging, labelling, secondary packaging resulting in the Finished Product, (iv) releasing Finished Product, (v) warehousing, physical delivery and shipping of Finished Product, (vi) quality control on each stage.

Minimum Order Quantity: shall mean the annual minimum order quantity of the Finished Product to be purchased by the Purchaser for each Purchase Order during the Term of this Agreement as mentioned in the Appendix A.

Purchase Order: shall have the meaning specified in Clause 4.2.

Registration - Marketing Authorization: shall mean the registration process to obtain the approval by the national regulatory authority of the Marketing Authorization of the Product, in accordance with the Applicable Laws of the Territory.

Quality Agreement: shall mean the Quality Agreement dealing with quality responsibilities involved in the manufacture and control of the Bulk Product among LATAM Pharma, LATAM Pharma's designated Affiliate and CanSinoBIO as attached in Appendix B.

Territory: shall mean United States of Mexico.

Bulk Unit: shall mean the supply unit of Bulk Product is 0.55 mL/dose of liquid bulk in vials.

2. Registration – Marketing Authorization and Governmental Approval

2.1. CanSinoBIO acts only as the supplier of Bulk Product, with its liabilities limited to such position. With assistance and necessary license from CanSinoBIO, LATAM Pharma or LATAM Pharma's

designated Affiliate, subject to the applicable laws and regulations in the Territory, is the Marketing Authorization holder of the Finished Products, who shall be responsible for the regulatory filing and manufacturing of Finished Products with the support from Purchaser. The Finished Product will be registered in the Territory after completion of the Part of Global Phase 3 Study and the conditions for registration in the Territory have been fulfilled and before the successful registration of Finished Product for commercial use, the Purchaser, with LATAM Pharma and LATAM Pharma's designated Affiliate shall get the relevant approval for the Emergency Use for the Finished Products.

However, CanSinoBIO, will be responsible for the Bulk Product and supervising the manufacturing operation process of the finished Product by LATAM Pharma and its affiliates until the finished products are supplied to the Mexican Government

2.2 LATAM Pharma, along with its Affiliate, shall perform its obligation to register the Finished Product with The Federal Commission for the Protection against Sanitary Risk ("COFEPRIS") at its own cost for Marketing Authorization with the support of CanSinoBIO, especially shall,

(a) prepare and submit the documents required for obtaining the Marketing Authorization for the Product in the Territory;
(b) perform all regulatory or other affairs in the Territory required to obtain the Market Authorization for the Product in the Territory;
(c) actively and efficiently coordinate the communication with competent regulatory authorities;
(d) notify CanSinoBIO of any notifications and documents from any governmental authority in the Territory and provide CanSinoBIO with copies and English translation (if needed) thereof within three (3) business days after the receipt;
(e) maintain at its own cost the Marketing Authorization and registration dossiers of the Product up-to-date and valid and shall perform all rights and obligations pertaining to the status of the holder of the Marketing Authorization, including, but not limited to, renewals, any variation or amendment to the Marketing Authorization;
(f) provide a copy of the original Marketing Authorization(s) for the Products in the Territory and provide CanSinoBIO with such copy of the original as soon as possible but no later than one (1) month after its receipt;
(g) fully cooperate with CanSinoBIO and provide the assistance upon requests from CanSinoBIO for the purposes of obtaining the regulatory approval of CanSinoBIO product in CanSinoBIO's territory;
(h) keep CanSinoBIO regularly informed of material regulatory developments specific to Products throughout the Territory;
(i) provide CanSinoBIO with at least three (3) days prior written notice (or, to the extent such meeting or discussion is scheduled in less than three (3) days, notice as quickly as practicable) of any meeting or discussion with any governmental authority in the Territory related to Products. CanSinoBIO's designated representative shall have the right, but not the obligation, to attend such meeting or discussion with any government authority in the Territory related to Products, to the extent permitted by Applicable Laws in the Territory. If CanSino elects not to attend such meeting or discussion, LATAM Pharma shall provide CanSino with a written summary thereof in English promptly following such meeting or discussion.
(j) LATAM Pharma shall secure the renewal thereof on due time; and procure sales and commercialization licenses required for the commercialization thereof within the Territory. Such registration shall be made in the name and property of LATAM Pharma's designated Affiliate.

2.3. LATAM Pharma's designated Affiliate shall provide a copy of the original registration certificates for the Products in the Territory and provide CanSinoBIO with such original copy as soon as possible but no later than one (1) month after receipt.

2.4 Approval for the use of Finished Products. As the precondition for the supply of the Bulk Product from CanSinoBIO,

(a) Purchaser, together with LATAM Pharma and LATAM Pharma's designated Affiliate, shall get the approval for the Emergency Use upon the execution of this Agreement; and
(b) Purchaser shall give full support to LATAM Pharma and LATAM Pharma's designated Affiliate on the registration of Finished Products in the Territory in order to finish such registration for the commercialization for the Finished Products as soon as possible.

Only upon the satisfaction of both above conditions, CanSinoBIO will be obligated to perform this Agreement and supply the Bulk Product to LATAM Pharma's designated Affiliate (who assume the title of market authorization holder of Finished Product in the Territory).

3. Supply and Purchase of Bulk Product

[redacted]

3.3 The Bulk Product shall comply with the specifications as stipulated in the Quality Agreement and shall be manufactured in accordance with cGMP and the Quality Agreement, and the Finished Product shall comply with the NORMA Oficial Mexicana NOM-059-SSA1-2015, Buenas prácticas de fabricación de medicamentos (NOM-059-SSA1-2015).

3.4 LATAM Pharma shall take the liability of the Manufacturing of the Finished Products, such as the material and accessories for Manufacturing, including all primary and secondary packaging materials conducted by LATAM Pharma's designated Affiliate required to manufacture the Finished Product pursuant to the Agreement (primary containers, labels, leaflets, cartons).

[redacted]

3.6 LATAM Pharma is responsible at its own costs (including variation fees) for LATAM Pharma's designated Affiliate on all preparing and filing of variations with the applicable regulatory authorities in respect of Marketing Authorizations as required to maintain compliance and sales in the Territory.

[redacted]

3.10 LATAM Pharma shall in exercising its rights under the Agreement:

(a) undertake that the Manufacturing Know-How and all right, title and interest therein shall remain the sole and exclusive property of CanSinoBIO. Except as expressly set forth in the Agreement, LATAM Pharma shall not make or attempt to make analogs, progeny or derivatives of, or modifications to, any material provided by CanSinoBIO, except with CanSinoBIO's prior written consent;

(b) [redacted]

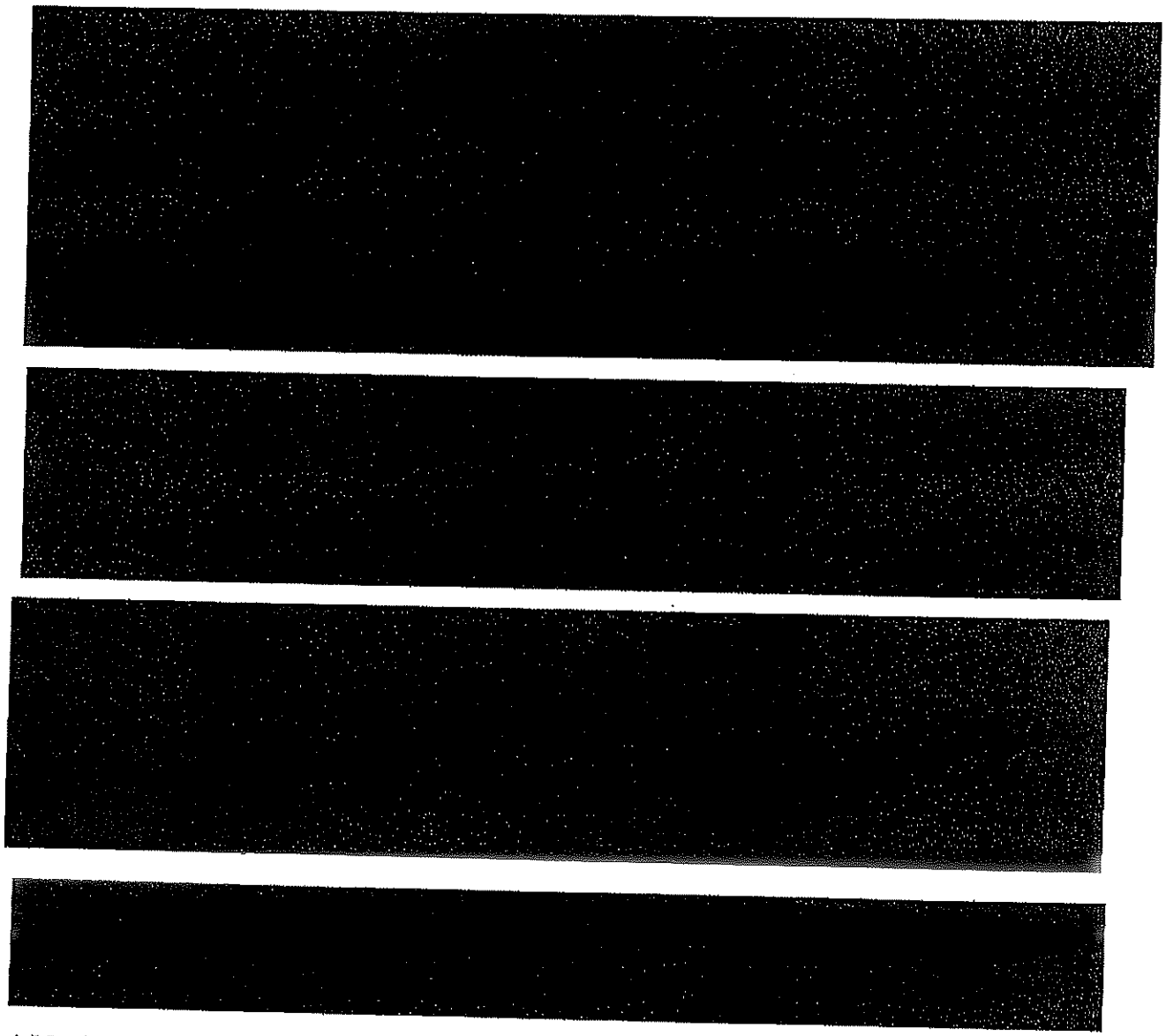
(c) [redacted]

(d) perform obligations in connection with the Manufacturing of the Finished Products with all due skill, care and diligence.

4. Orders and Delivery

4.1 CanSinoBIO and LATAM Pharma shall inform the Purchaser in advance whether or not has the capacity to supply the Bulk Product and the Finished Product set out in the written notice separately. LATAM Pharma shall be responsible for the production capacity of its designated Affiliate for the manufacturing from Bulk Product to the Finished Product.

4.2 All and each of the accepted request from the Purchaser to CanSinoBIO shall be regarded as firm ordering and firm ordering will be performed in writing ("Purchase Order", template of which are provided in Appendix C) in accordance with the amount as listed in Delivery Schedule in Appendix A.



4.5 In the event that LATAM Pharma would fail to deliver the Finished Product on or before the delivery date listed in the Purchase Order, CanSinoBIO and LATAM Pharma shall notify the Purchaser of such

delay jointly and provide the Purchaser with the expected date of arrival for the shipment.

[redacted]

5. Marketing and Sales Reporting

5.1 LATAM Pharma and the Purchaser hereby undertake to use its best endeavors to actively promote and market the Product within the Territory.

[redacted]

5.3 Trademarks. CanSinoBIO hereby grants to LATAM Pharma a nonexclusive license to use and display the trademarks recognized by CanSinoBIO as part of Products brand elements ("**Trademarks**") in the Territory solely in compliance with the terms and conditions of this Agreement.

The Purchaser and LATAM Pharma acknowledges CanSinoBIO's exclusive ownership of the Trademarks and that use of any of the Trademarks by LATAM Pharma shall be subject to this Agreement and shall inure to the sole benefit of CanSinoBIO. The Purchaser LATAM Pharma shall not, by itself or through third party, do or suffer to be done any act or thing inconsistent with such ownership and shall not acquire or claim or assist third parties in acquiring or claiming any title in or to any of the Trademarks by virtue of this Agreement. In addition, the Purchaser and LATAM Pharma hereby covenants that it shall not directly or indirectly undertake any action that in any manner might question, contest, challenge, infringe or impair the validity, enforceability, scope of rights or title of CanSinoBIO in any of the Trademarks at any time during the Term of this Agreement and thereafter.

[redacted]

[redacted]

6. Quality

[redacted]

6.2 The Purchaser, or any third party appointed by the Purchaser, shall promptly inspect the Finished Product upon delivery. Finished Product may be rejected if it does not comply with the Specifications; the Purchaser will be deemed to have accepted the Finished Product if the Purchaser does not give written notice of rejection of the Finished Product within fifteen (15) working days after the delivery of the batch in question and the associated documentation. LATAM Pharma would be solely responsible for return or exchange of any of the batch that are not accepted by the Purchaser.

[redacted]

[redacted]

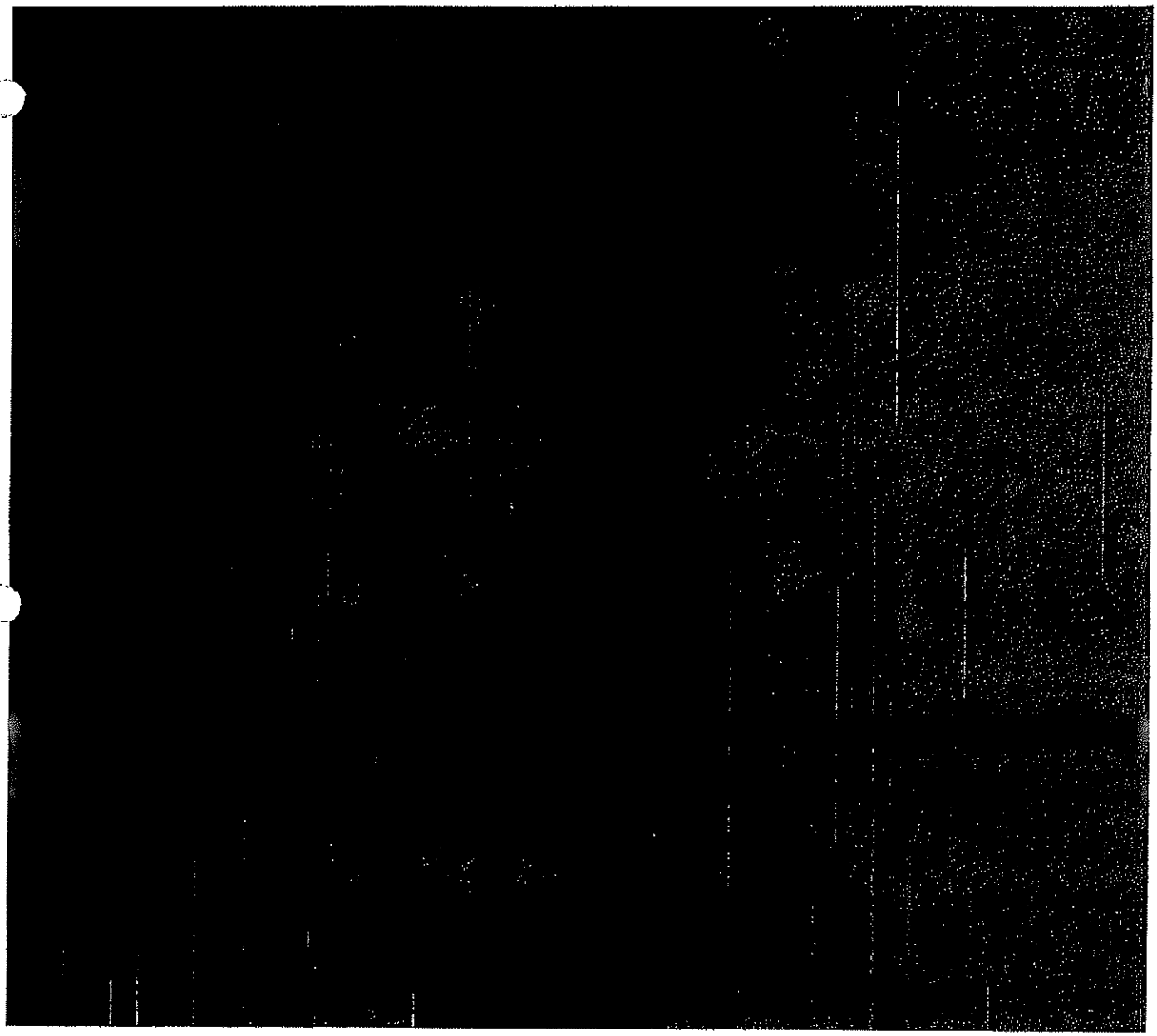
[redacted]

[redacted]

6.6 The Purchaser shall inform LATAM Pharma and CanSinoBIO about any latent defects or complaints of the Finished Products. The ongoing action towards such Finished Products, including return, exchange, recall, destroy and so on, shall be fully taken by LATAM Pharma and LATAM Pharma shall be solely responsible for the quality of the Finished Products to the Purchaser and the end users.

6.7 In the event that any clinical studies are legally necessary or planned to be implemented in the Territory after registration of Product, the Parties will, through further writing agreement, decide on the detailed implementation plan of such post-approval clinical studies.

7. Price and Payment



[redacted]

For each Purchase Order, after receiving full amount of the Purchase Price from the Purchaser and upon written confirmation of the Purchase on the duly delivery of Finished Products by LATAM Pharma CanSinoBIO shall remit the manufacturing cost to LATAM Pharma within [30] days.

7.5 Purchaser undertakes that it has sufficient financial capacities and budget availability to meet the current costs and expenses arising out of this Agreement during the Term (as defined below) and shall comply with the payments agreed with CanSinoBIO, in accordance with applicable Law, during tax years 2020 and 2021 for the amount of Contracted Doses. Payment made hereunder shall be made by debiting funds authorized under the Federation Expenditure Budget and/or from the subaccount of the Health Fund for Wellness, as it relates to the resources contemplated under by the Second paragraph of Transitory article 10 of the Decree published in the Official Gazette of the Federation on November 29, 2019; provided that such use of funds shall be made subject to the legal documents to be entered into by and between the Purchaser and the Health and Wellness Institute ("INSABI").

8. Representations and Warranties

8.1 CanSinoBIO represents and warrants to the Purchaser that:
(a) CanSinoBIO is properly constituted under the laws of the country in which it is established and has full authority to enter into this Agreement.
(b) the Bulk Product supplied will be in accordance with the Specifications and shall be manufactured in accordance with the Quality Agreement, cGMP, and applicable law in the country of manufacture.
(c) CanSinoBIO holds all licenses, permits and approvals required from all relevant authorities for the implementation of this Agreement and that it will maintain such licenses, permits and approvals for the Term of this Agreement.

8.2 LATAM Pharma represents and warrants to CanSinoBIO and the Purchaser that:
(a) LATAM Pharma shall take the full responsibility of LATAM Pharma's designated Affiliate, as the holder for the Market Authorization in the Territory, including but not limited to the product liability for the Finished Products.
(b) LATAM Pharma or its designated Affiliate holds all licenses, permits and approvals required from all relevant authorities for the implementation of this Agreement and that it will maintain such licenses, permits and approvals for the Term of this Agreement.
(c) LATAM Pharma ensure and warrant that during the Term of this Agreement any conduction and/or activities of developing, manufacturing, and commercializing any Competing Product in the Territory is prohibited.
(d) the Bulk Product shall only be used for Manufacturing the Finished Products without any other use.

8.3 The Purchaser warrant to CanSinoBIO that:
(a) the Purchaser is properly constituted under the laws of the country in which it is established and has full authority to enter into this Agreement.

9. Pharmacovigilance and Product Recall

9.1 The responsibilities of CanSinoBIO and LATAM Pharma for all activities in relation to pharmacovigilance concerning the Product in the Territory, shall be detailed in a Pharmacovigilance Agreement (PVA) signed by the Parties as attached in Appendix D, including any subsequent amendments.

9.2 Whenever a recall and/or withdrawal of Product in Territory is being contemplated for any reason whatsoever, both Parties shall promptly consult with each other for the purpose of deciding the appropriate action to be taken. However, ultimate responsibility, cost and expenses to recall or withdraw the Product shall rest on LATAM Pharma and conducted by LATAM Pharma's designated Affiliate, as the Holder of the Marketing Authorization.

10. Confidentiality

10.1 Each Party shall treat and maintain all Confidential Information (including all such information disclosed prior to the Effective Date) it receives from other Parties in strict confidence and secrecy, use it solely for the purposes authorized under this Agreement, and not disclose it to any person or entity whatsoever, except as specifically provided herein. The Parties may disclose the Confidential Information of the other Party to their respective professional advisers, directors, officers and employees and those of any permitted sub- licensee, but only to the extent for which such disclosure is necessary in performance of this Agreement, provided such Party shall procure from such persons commitments to treat and maintain the Confidential Information in strict confidence and secrecy and not to use any Confidential Information for any purpose whatsoever except for the performance of their duties in the performance of this Agreement.

10.2 The obligations of confidentiality in this Clause shall not extend to any matter which the Party receiving Confidential Information can prove: (i) is in, or has become part of, the public domain other than as a result of a breach of its obligations of confidentiality under this Agreement; or (ii) was already known to it as evidenced by written documentation; or (iii) has been independently disclosed to it by a third party entitled to disclose the same; or (iv) is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction, and subject also to the proviso that such Party (i) gives the disclosing Party prior written notice of such disclosure and (ii) uses reasonable efforts to limit the scope of the disclosure and to obtain confidential treatment of the Confidential Information by the court or other body or authority.

10.3 Upon termination of this Agreement, or at such earlier time as it appears that the Confidential Information is no longer required, each Party shall, at its own expense, return to the disclosing Party the original and all copies of such Confidential Information within a reasonable time or, if requested by the disclosing Party, shall destroy the original and all copies of such Confidential Information and certify such destruction in writing to the disclosing Party within thirty (30) days of its request.

10.4 The confidentiality undertakings shall be valid during the Term of this Agreement and ten (10) years after the expiration or termination of this Agreement.

10.5 In case any Party breaches the confidentiality then the disclosing Party is entitled to claim for a contractual penalty of $50,000 (fifty thousand US dollars) for each breach. Moreover, the breaching Party

is obliged to recover all damages of the disclosing Party arising out of the breach of confidentiality.

11. Force Majeure

11.1 If either Party shall be unable to carry out any of its obligations under this Agreement due to a circumstance of Force Majeure, this Agreement shall remain in full effect but save as otherwise provided herein, Parties' obligations affected by the circumstance of Force Majeure shall be suspended without liability for a period equal to the duration of the event of Force Majeure, provided that,
(a) the Party affected by the Force Majeure gives other Parties prompt written notice describing the circumstances of the Force Majeure including the nature of the event and its expected duration and where reasonably practicable continues to furnish regular reports with respect thereto during the period of the Force Majeure; and
(b) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and
(c) no obligations of either Party that arose before the Force Majeure causing the suspension of performance are excused as a result of the Force Majeure; and
(d) the Party affected by the Force Majeure uses its best efforts to remedy its inability to perform as quickly as possible; and
(e) the non-performing Party shall give notice as soon as reasonably practicable once the circumstances of Force Majeure have ceased.

11.2 Without limiting the provisions of the above clause, if the Force Majeure continues for more than three (3) months, the Parties shall be entitled to terminate this Agreement with immediate effect.

12. Liability and indemnification

[redacted]

[redacted]

12.7 Product Liability.

12.7.1 Liability of LATAM Pharma and its designated Affiliate

[redacted]

12.7.2 Liability of CanSinoBIO

(a) [redacted]

[redacted]

(b) [redacted]

12.7.3 CanSinoBIO's liability limitations

(a) [redacted]

(b) [redacted]

(c) [redacted]

(d) [redacted]

(e) [redacted]

13. Emergency Use

13.1 As requested by the Purchaser, CanSinoBIO agrees to provide the LATAM Pharma with the Bulk Products for LATAM Pharma to Manufacture the Finished Products for Emergency Use. For the avoidance of doubt, "Emergency Use" shall refer to the purchase and use of Finished Products by the

Purchaser before obtaining of the registration certificates of the Finished Products by LATAM Pharma or its designated Affiliate.

13.2 LATAM Pharma shall, at its own cost, obtain government approval or administrative certificate required for the purchase and use of the Bulk Product, for the Manufacturing and Commercialization of Finished Products for Emergency Use from the competent governmental authorities.

13.3 The supply and purchase of Bulk Products for Manufacturing of Finished Products for Emergency Use shall refer to Clause 3.

13.4 Parties agree that under the Emergency Use, CanSinoBIO shall only undertake that the Bulk Products comply with the specifications as stipulated in the Quality Agreement, regardless such specification complies with the statutory requirements under the applicable laws or regulations or not.

[redacted]

13.7 After notifying the respective parties in writing thirty (30) days in advance, CanSinoBIO or the Purchaser may suspend or terminate any order of Bulk Products for Emergency Use, based on its discretion, including but not limited to the regulatory requirements, policy enforcement, or change of market conditions in the Territory or PRC. [redacted]

14. Term and Termination

[redacted]

[redacted]

14.7 Upon termination of this Agreement for any reason the following shall apply: (i) each Party shall return to other Parties or destroy all copies of documents containing Confidential Information of the disclosing Party; and (ii) all Purchase Orders not confirmed by CanSinoBIO and LATAM Pharma shall be cancelled (and in case the Agreement is terminated for cause, the Party terminating the Agreement may also terminate any outstanding confirmed Purchase Orders).

15. Applicable Law and Dispute Resolution

15.1 This Agreement shall be governed by and construed in accordance with the laws of Singapore, without regard to the conflicts of law principles thereof.

15.2 Except as specified in Clause, all disputes arising out of, or in relation to, this Agreement shall be referred for decision forthwith to a senior executive of each Party.

15.3 The Parties agree that all disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration (the "Rules") of the Singapore International Arbitration Centre ("SIAC"). The arbitration shall be held in Singapore International Arbitration Centre, Singapore Office and shall be conducted in the English language. The arbitrator shall not have the authority to award punitive damages to either Party. Each Party shall bear its own expenses, but the Parties shall share equally the expenses of the arbitration. This Agreement shall be enforceable, and any arbitration award will be final, and judgment thereon may be entered, in any court of competent jurisdiction. A Party may not appeal an award to a court of law on a question of tact or on a question of mixed tact and law. A Party may appeal an award to a court of law on a question of law

16. Survivals

16.1 Clause 9, 10,12, 14.6 and 14.7 shall will survive the expiration or earlier termination of this Agreement.

17. Notices

Any notice to be given under this Agreement shall be in writing and shall be sent by registered mail or e-mail to the address of the relevant Party set out below, or to such other address or email as that Party may from time to time notify to the other Party in accordance with this Clause 16. The addresses and emails of the Parties are as follows:

in the case of CanSinoBIO, to:
Name: Dr. Pierre Morgon
Title: SVP, International Business
Address: 185 South Ave., TEDA West District, Tianjin, 300457 China,
Phone: [redacted]
E-mail: [redacted]

in the case of the Purchaser, to:
Name: JORGE CARLOS ALCOCER VARELA
Title: SECRETARIO DE SALUD
Address: LIEJA 7, COL. JUÁREZ, DEL. CUAUHTEMOC
Email: jorge.alcocer@salud.gob.mx
Tel: 55621600

in the case of LATAM Pharma, to:
Name: Mr. Jérôme PIGUET
Title: Director
Address: c/o Joseph Schuler, Baarerstrasse 21, 6302 Zug, Switzerland
Email [redacted]

18. General / Miscellaneous

18.1 This Agreement may only be amended in a writing signed by duly authorized representatives of both Parties.

18.2 No failure or delay on the part of either Party to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.

18.3 If any provision or part of this Agreement is held to be invalid, illegal or incapable of being enforced by any applicable rule of law or public policy, all the other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Amendments to this Agreement may be made by the addition or deletion of wording as appropriate to remove the invalid part or provision but otherwise retain the provision and the other provisions of this Agreement to the maximum extent permissible under applicable laws.

18.4 Neither Party shall make any press or other public announcement concerning any aspect of this Agreement, or make any use of the name of the other Party in connection with or in consequence of this Agreement, without the prior written consent of the other Party.

18.5 This Agreement, including Appendixes, sets out the entire agreement between the Parties relating to its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them relating to such subject matter. The Parties acknowledge that they are not relying on any representation, agreement, term or condition which is not set out in this Agreement.

18.6 The Parties understand and agree that the relationship between the Parties described herein is limited to the activities, rights and obligations as set forth in this Agreement. Nothing in this Agreement shall be construed (a) to create or imply a general partnership between the Parties, (b) to make either Party the agent of others for any purpose, (c) to alter, amend, supersede or vitiate any other arrangements between the Parties with respect to any subject matter not covered hereunder, (d) to give either Party the right to bind others, (e) to create any duties or obligations between the Parties except as expressly set forth herein, or (f) to grant any direct or implied licenses or any other rights other than as expressly set forth herein.

18.7 Neither this Agreement nor any obligation of a Party hereunder may be assigned by either Party without the written consent of others, which consent shall not be unreasonably withheld, conditioned or delayed.

18.8 Each Party, upon the request of other Parties, whether before or after the Effective Date and without further consideration, will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged or delivered, all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney, instruments and assurances as may be reasonably necessary to effect complete consummation of the transactions contemplated by this Agreement, and to do all such other acts as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement. The Parties agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be reasonably necessary in order to consummate or implement expeditiously the transactions contemplated by this Agreement.

18.9 Each of the Parties will bear its own direct and indirect expenses incurred in connection with the negotiation and preparation of this Agreement and, except as set forth in this Agreement, the performance of the obligations contemplated hereby and thereby.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

CanSino Biologics Inc.

Signature

Xuefeng Yu

Chairman and CEO

Date Dec 8, 2020

Ministry of Health Mexico

Signature

Jorge Carlos Alcocer Varela

Secretario de Salud

Date

LATAM Pharma Innovative Ventures

Signature

Mr. Jérôme PIGUET

Director

Date