DATED: February 3, 2021

LIMITED LIABILITY COMPANY "HUMAN VACCINE",

and

MINISTRY OF HEALTH OF THE UNITED MEXICAN STATES

SUPPLY AGREEMENT

SUPPLY AGREEMENT

This SUPPLY AGREEMENT (the "Agreement") is entered into full legal force on February 3, 2021

BY AND BETWEEN:

(1) 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: [redacted], having taxpayer identity number: [redacted], 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 its management company, RDIF Corporate Center Limited Liability Company, main state registration number (OGRN): [redacted] with its registered address at: 123112, Moscow, 8 Presnenskaya emb., bldg.1, floor 6, premises I, room 9 (the "Seller");

(2) The Ministry of Health, a centralized institution of the Federal Public Administration of the United Mexican States, represented by Jorge Carlos Alcocer Varela with offices at Lieja 7, Colonia Juarez, Cuauhtémoc 06600, Ciudad de México, Mexico (hereinafter the "Buyer"), on behalf of the Government of Mexico; and,

The Seller and the Buyer shall be jointly referred to as the "Parties" and individually – as the "Party".

RECITALS:

(A) The Seller is engaged in the business of manufacturing, sale, marketing and distribution of the Products (as this term is defined in Definitions and Interpretation section).

[redacted]

(C) The Buyer is the Ministry of Health, a centralized institution of the Federal Public Administration of the United Mexican States.

NOW THEREFORE the Parties hereby agree as follows.

DEFINITIONS AND INTERPRETATIONS

Unless the context requires otherwise, capitalized words and expressions used in this Agreement (including the Recitals) shall have the following meanings:

"Adverse Event" shall mean any observation in humans, whether or not considered to be product-related, that is unfavorable and unintended and that occurs after any use of a Product (on-label use only). Included are events related to noxious reactions in humans after being exposed to a Product, violations of approved residue limits, potential environmental problems and transmission of any infectious agent via a Product, as well as any other reactions, specified by law on medicines in Territory.

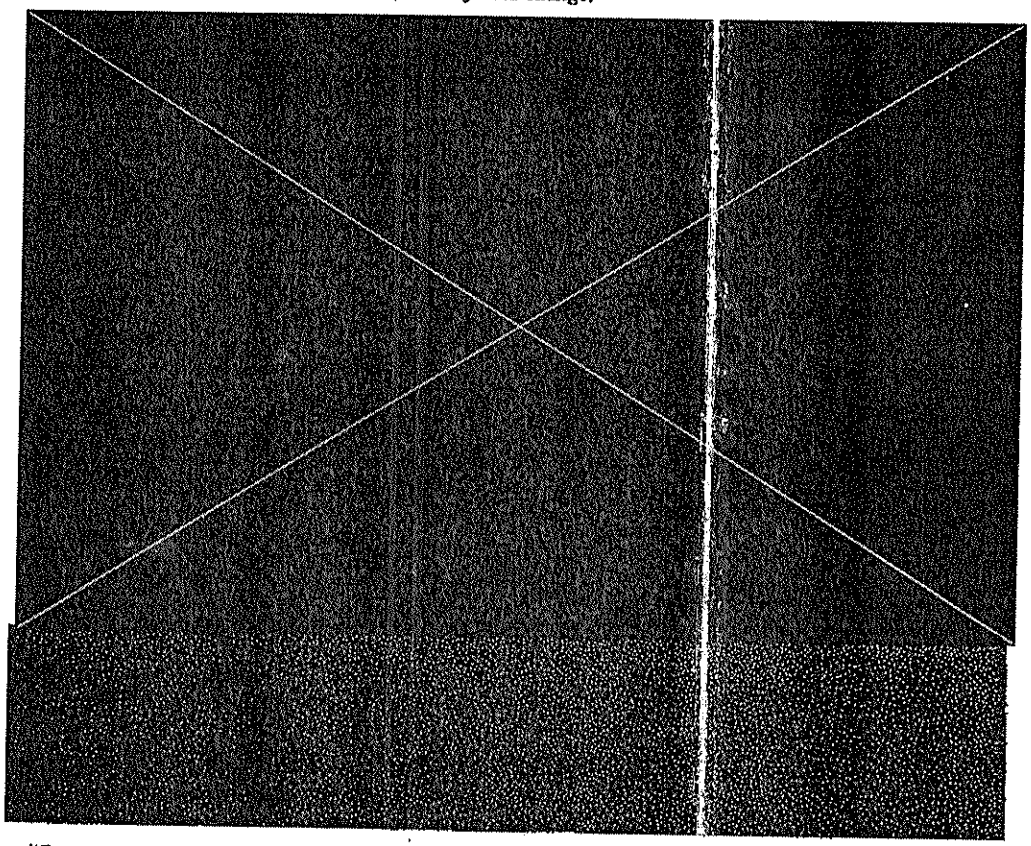
"Commercialization" or **"Commercialize"** means any and all activities that relate to labeling, marketing, promoting, distributing, importing, selling, offering for sale, having sold or use of the Products. For the avoidance of doubt, all activities related to manufacturing of the Products are not included into this definition.

"Efficacy" shall have the meaning described in the Protocol for the Sputnik V vaccine's Phase 3 clinical trials conducted in Moscow.

"Marketing Authorizations" means authorizations to place the Products on the market in the Territory in accordance with the applicable laws to be granted by any Regulatory Authority.

"Marketing Authorization Holder" shall mean the Party who holds the Marketing Authorization of a Product in the Territory.

"Products" means vectored Covid-19 vaccines ("Sputnik V"), consisting out of the two components according to the Schedule 1 of this Agreement. For the first time worldwide the Product has been introduced into civil circulation in the territory of the Russian Federation (marketing authorization issued by the Ministry of Health of the Russian Federation No. LP-006395 of August 11, 2020). The Parties hereby acknowledge and agree that for the purpose of registration of the Product in the Territory compound and other certain aspects of the Product may be subject to change.



"State Authority" means any public authority, including regulatory authorities, registration, antitrust, customs or other legislative, executive and judicial authority (including their territorial departments and

offices and subordinate organizations), other persons acting on behalf of the mentioned authorities as well as any judicial authority or local self-government authorities having necessary public powers and competent jurisdiction in the relevant regulatory scope of matters in accordance with applicable law.

"Territory" means the United Mexican States.

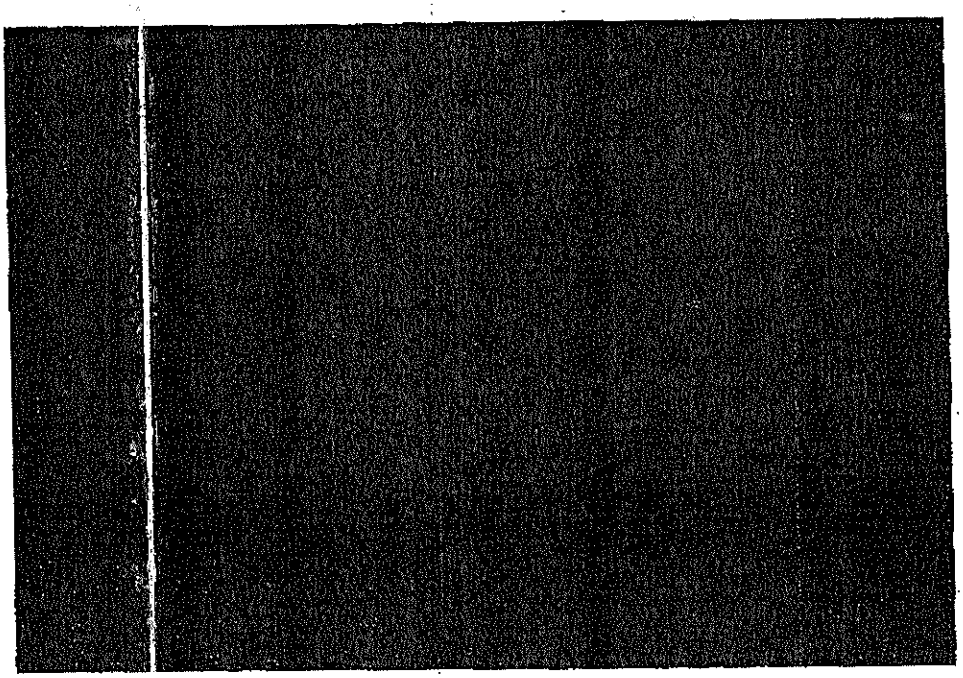
1. SUPPLY OF THE PRODUCTS

Framework arrangements

1.1. This Agreement determines the general terms and conditions of the legally binding relationship between the Seller and the Buyer arising out of, and in connection with, the supply of the Products by the Seller to the Buyer.

1.2. The Buyer undertakes not to sell the Products to any third party. All Products shall be used by the Buyer only in the course of providing healthcare services on the Territory as a government authority.

Formation of the Specifications

1.3. 

1.4.

1.5.

1.6.

2. TERMS AND CONDITIONS OF THE SPECIFICATIONS

2.1. Subject to the provisions of section 1, the Seller in accordance with the terms and conditions of the Specification and terms set out in this Agreement shall (acting as the seller of the Products) transfer into the Buyer's ownership the Products in question, and the Buyer (acting as the purchaser of the Products) shall accept such Products and pay to the Seller a certain agreed amount (price) for the Products as set out in this Agreement and the relevant Specification.

2.2. All the Products, supplied by the Seller in accordance with this Agreement, shall be supplied and transferred by the Seller on the delivery basis EXW (as defined in Incoterms 2020) at the destination point specified in the Specification or at the other place as may be additionally agreed by the Parties in writing (including via e-mail at the corporate e-mail addresses of the respective Buyer's and Seller's authorized representatives) (the "Place of Dispatch").

2.3. For the avoidance of any doubt and without prejudice to the above the Parties confirm the following:

(a) The moment of delivery of the Products is when the Products are accepted by the Buyer at the Place of Dispatch in accordance with clause 1 (s) of the Schedule 2 (the "Moment of Delivery"). The Seller has fulfilled its obligation and the risk or liability for the Products unless otherwise provided by this Agreement as well as the title to the Products are transferred from the Seller to the Buyer from the Moment of Delivery.

(b) The Buyer bears all costs for storage and transportation of the Products. The Seller may organize delivery of Products to the Place of Dispatch that does not coincide with the place where the Products are manufactured. Such costs shall be compensated by the Buyer. In this case the risk or liability for the Products are transferred to the Buyer since the time of the delivery of goods to the first carrier.

(c) The storage and transportation of the Products shall be made in accordance with requirements specified in Schedule 3. The Buyer is responsible for transportation of the Products and everything else necessary to get the Products to the final destination from the Moment of Delivery.

(d) The Buyer shall provide the Seller with access to temperature data loggers during the period of transportation of the Products to the final destination and storage, and usage of the Products by the healthcare organizations (if relevant) of the Products. The Buyer shall ensure that the Seller has the aforesaid access.

(e) The Buyer covenants that it will perform all the required storage and transportation requirements set out in Schedule 3. Each quality case shall be reported by the Buyer to the Seller and carefully investigated, taking into account the thermolability of the Product and applicable cold chain in the Territory.

2.4. The Parties have agreed that the supply of the Products is subject to the approval of the Product marketing by the State Authorities of the Territory (permanent marketing authorizations, emergency use authorization, 'ad hoc' authorization, etc.) and the Product can only be supplied after receipt of the relevant authorization.

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

№	Type	Quantity	Price (USD)
1.	Two component COVID-19 vaccine	[redacted]	[redacted]

2.6. [redacted]

2.7. [redacted]

2.8. [redacted]

2.9. The Buyer shall accept the Products in accordance with a clause 1 (a) of the Schedule 2.

2.10. [redacted]

[redacted]

3. REGULATORY AFFAIRS AND QUALITY

3.1. The Seller shall issue authorizations in favor of the Buyer to represent the interests in front of the State Authorities on the Territory of Product if required in accordance with the applicable law.

3.2. The Seller shall supply the Products (manufactured by the Seller or a respective third party) in accordance with applicable law (including cGMP), Marketing Authorisation, all terms and conditions set forth in this Agreement and the applicable Specifications.

4. INTELLECTUAL PROPERTY

4.1. [redacted]

4.2. [redacted]

4.3. The Buyer is entitled to examine all the information about the cases of counterfeit Products on the Territory. The Buyer shall collect and provide the Seller with all the data related to such cases and shall be liable for non-performance or improper performance of this obligation.

5. PHARMACOVIGILANCE

5.1. The Buyer shall, within one (1) Business Day or [redacted], whichever is shorter, from the date of receipt of notice or information concerning any Adverse Event relating to any Product and in accordance with applicable law of the Territory, notify the Seller of such Adverse Event. Such notice shall:

(a) be forwarded to the Seller by email to the designated point of contact ("DPOC") and

(b) include the name, address and telephone number of the person making the complaint or report of an Adverse Event, the Product(s) involved, the nature of the Adverse Event and such other information as Seller may reasonably require.

5.2. The Buyer shall cooperate fully with, and provide all reasonable and necessary information and assistance to the Seller in connection with submission of complete, accurate and timely responses to requests for additional information and collection of samples of each Product. The Buyer shall:

(a) take all steps necessary to assist Seller in meeting any reporting obligations and other obligations under applicable law of the Territory relating to Product; and

(b) fulfill its reporting and other obligations under applicable law of the Territory relating to Product.

5.3. [redacted]

5.4. [redacted]

5.5. [redacted]

5.6. [redacted]

5.7. [redacted]

6. LIABILITY

6.1 [redacted]

6.2 [redacted]

6.3 [redacted]

6.4 [redacted]

7 SELLER'S IMMUNITY FROM LIABILITY

7.1 [redacted]

7.2 For the purpose of the Agreement herein:

(a) "Connected Persons" means (in relation to a Party) the shareholders, officers, servants, employees, agents and advisers of that Party or any of its Affiliates;

(b) "Affiliates" means, in relation to any person, any other person that, directly or indirectly, control, are directly or indirectly controlled by or are under common direct or indirect control with that person, and "Affiliate" means any of them; for the purposes of this definition, "control" shall mean holding of more than 50% of the voting power in respect of, the right to appoint sole executive officer, to elect a majority of the members of the board of directors or management board or any other collegial management body, which under the applicable laws or constitutive documents of the relevant person has a similar authority, or the right to otherwise determine the principal conditions of the conduct of business of, a person and "controlled", "control" and "controlling" shall be construed accordingly;

(c) "Loss" means all losses, damages liabilities, costs (including legal costs and experts' and consultants' fees), charges, expenses, actions, proceedings, claims and demands, punitive damages, loss of profit, loss of goodwill, whether actual or prospective, consequential loss, product liability or any other detrimental effect (including any Adverse Effect);

(d) "Adverse Effect" means any observation in humans, whether or not considered to be product-related, that is unfavorable and unintended and that occurs after any use of the Product. Included are events related to noxious reactions in humans after being exposed to the Product, violations of approved residue limits, potential environmental problems and transmission of any infectious agent via the Product, as well as any other detrimental reactions.

8 WHOLE AGREEMENT

8.1 This Agreement contains the whole agreement between the Parties relating to the subject matter of this Agreement at the date hereof to the exclusion of any terms implied by law, which may be excluded by contract and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.

8.2 Each of the Parties agrees and acknowledges that its only right and remedy in relation to any representation, warranty or undertaking made or given in connection with this Agreement shall be for breach of the terms of this Agreement and each of the Parties waives all other rights and remedies (including those in tort or arising under statute) in relation to any such representation, warranty or undertaking. Except for any liability in respect of a breach of this Agreement, no Party (or any of its Connected Persons) shall owe any duty of care or have any liability in tort or otherwise to the other Party (or its respective Connected Persons) in relation to this Agreement.

8.3 Any terms or conditions implied by law in any jurisdiction in relation to the Agreement or any action envisaged by it are excluded to the fullest extent permitted by law or, if incapable of exclusion, any right, or remedies in relation to them are irrevocably waived.

8.4 Any and all claims whatsoever (whether in contract, tort or otherwise) arising out of or in any way connected with or relating to this Agreement shall be brought exclusively by the Parties strictly in accordance with the terms of this Agreement, and not by or against any other persons or under any other documents.

8.5 Each Party agrees to the terms of this clause on its own behalf and as agent for each of its Connected Persons.

9 INDEMNITY

9.1 [redacted]

10 TERM AND TERMINATION

10.1 This Agreement shall enter into force on the date on which this Agreement is duly executed by the Parties as specified on the title page of this Agreement (the "Effective Date").

10.2 This Agreement shall remain in full force and effect until the date which falls [redacted]

10.3 The Seller may at any time unilaterally withdraw (through non-judicial procedure) from this Agreement and / or any of the Specifications in full by sending the termination notice (the "Termination Notice") to the Buyer in any of the following cases:

(a) any delay by the Buyer in the performance of its obligations to pay for the Products under any Specifications; or

(b) the occurrence of one case of disclosure by the Buyer or failure by the Buyer to procure for the non-disclosure of the confidential information (as defined in clause 13.1 of the Agreement).

10.4 The Agreement shall be deemed terminated upon expiry of [redacted] Business Days from the date of receipt by the Buyer of the Termination Notice.

11 RULES FOR SENDING MESSAGES AND DOCUMENTS

11.1 Unless this Agreement expressly provides otherwise, any messages or documents arising out of or in connection with the entry or performance of this Agreement and / or any Specification, which the Party may need or require to send to the other Party, shall be sent to the other Party: (i) in person (by hand); (ii) by e-mail; (iii) by registered post; (iv) by fax (with receipt confirmed) or (v) internationally recognized courier service to the following addresses:

To the Seller:

[redacted]

To the Buyer:

Address: Lejia 7, Colonia Juarez, Cuauhtémoc 06600, Ciudad de México. Mexico

Attn: Ministry of Health of Mexico

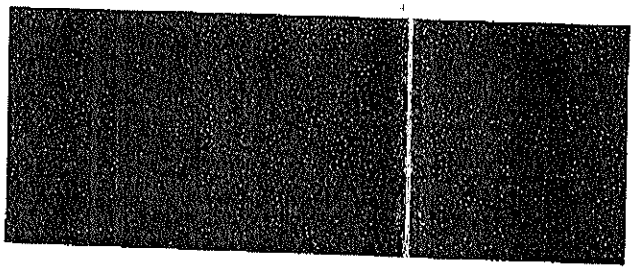
Name: Jorge Carlos Alcocer Varela

Title: Minister of Health

E-mail: jorge.alcocer @salud.gob.mx

11.2 Unless this Agreement provides otherwise, all payments under this Agreement and/or all Specifications shall be made in accordance with the bank details of the Parties set out in this clause below.

Bank details of the Seller:



12 GOVERNING LAW AND DISPUTE RESOLUTION

12.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales, excluding all applicable collision (international private) law provisions.

12.2 The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to this Agreement and any of the Specifications.

12.3 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

12.4 The arbitral tribunal shall consist of three arbitrators. The place of arbitration shall be Singapore. The arbitration shall be conducted in the English language. The arbitration award shall be final for the Parties.

13 MISCELLANEOUS

13.1 Any information relating to this Agreement, the terms and conditions of this Agreement, the content of oral and written negotiations or correspondence, any other documents, statements relating to this Agreement and the information (including proprietary information and data of a financial, commercial or technical nature, know-how, scientific information, methods, processes, business plans, Intellectual Property Rights which is not publicly available and is owned or controlled by the disclosing Party) received by any Party in connection with this Agreement shall be deemed confidential (the "Confidential Information") and shall not be disclosed by either Party to any third parties without the prior written consent of the other Party, except where such disclosure is required in connection with the lawful requests from the competent state authorities or courts under applicable law, and except for other cases stipulated by this Agreement.

13.2 All costs and expenses in respect of any resulting negotiations and agreement, including without limitation, legal and accounting charges, shall be borne by the Party, which incurs the same. Except as otherwise provided in this Agreement, each Party shall be responsible for its respective expenses, including payment of taxes, incurred in the course of exercising its rights and responsibilities under this Agreement.

13.3 All payments to be performed by one Party in favor of another Party (the Taxable Recipient) under this Agreement shall not include any withholding taxes imposed by the relevant tax legislation on such payment. If any of such withholding taxes is applicable, the Party, obliged to pay and withhold

(Tax Agent) shall be required to gross up such payment to the extent of such taxes to ensure that the Taxable Rec pient receives full amount stipulated by this Agreement.

In this case, he Taxable Recipient shall provide to the Tax Agent:

(a) the certificate properly issued and authorized by the competent tax authority to prove that relevant double tax treaty is applicable to the income paid, and

(b) the letter, signed by the Taxable Recipient, or other evidence to certify that the Taxable Recipient is the beneficial owner for such income.

After and if he tax is withheld, the Tax Agent, shall provide to the Taxable Recipient:

(c) the letter (signed and stamped) with information about the amount of tax withheld and transferred to the budget, and

(d) the confirmation of actual payment of such taxes to the budget, and

(e) the certificate properly issued and authorized by the competent authority to prove that relevant double tax treaty is applicable to the income paid.

13.4 Any amendments to this Agreement shall be effective only if made in writing and are executed by both Parties, unless any of the Party has under this Agreement the right to unilaterally amend this Agreement.

13.5 This Agreement is made in two (2) original copies of equal legal force. Each Party shall be provided with one original copy of this Agreement.

IN WITNESS WHEREOF this Agreement have been executed by the Parties through their duly authorized officers on Effective Date.

[SIGNATURE PAGE TO FOLLOW]

SIGNED for and on behalf of LIMITED LIABILITY COMPANY "HUMAN VACCINE":

Seller

[redacted]

SIGNED for and on behalf of the Ministry of Health:

Buyer

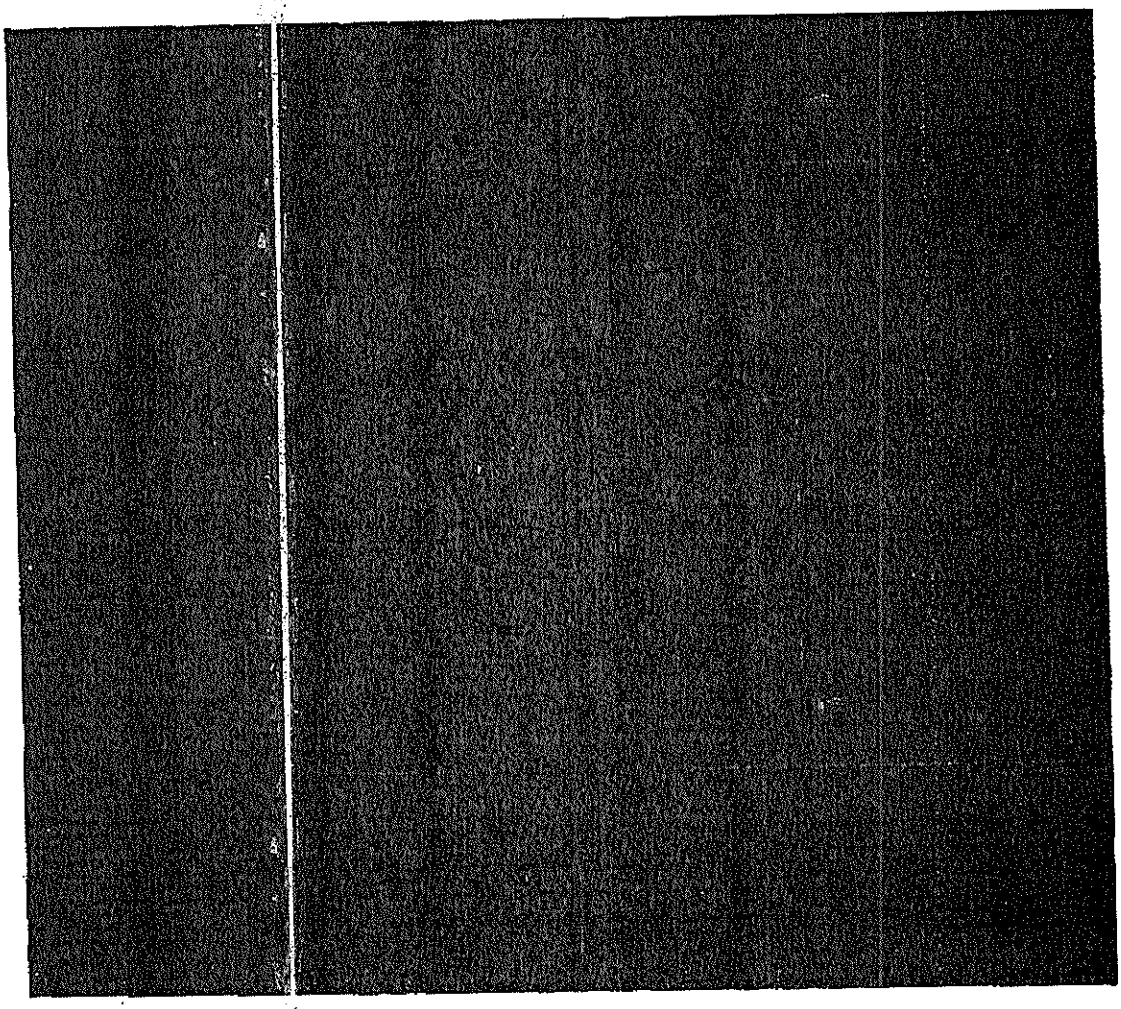
Name: Jorge Carlos Alcocer Varela

Title: Minister of Health

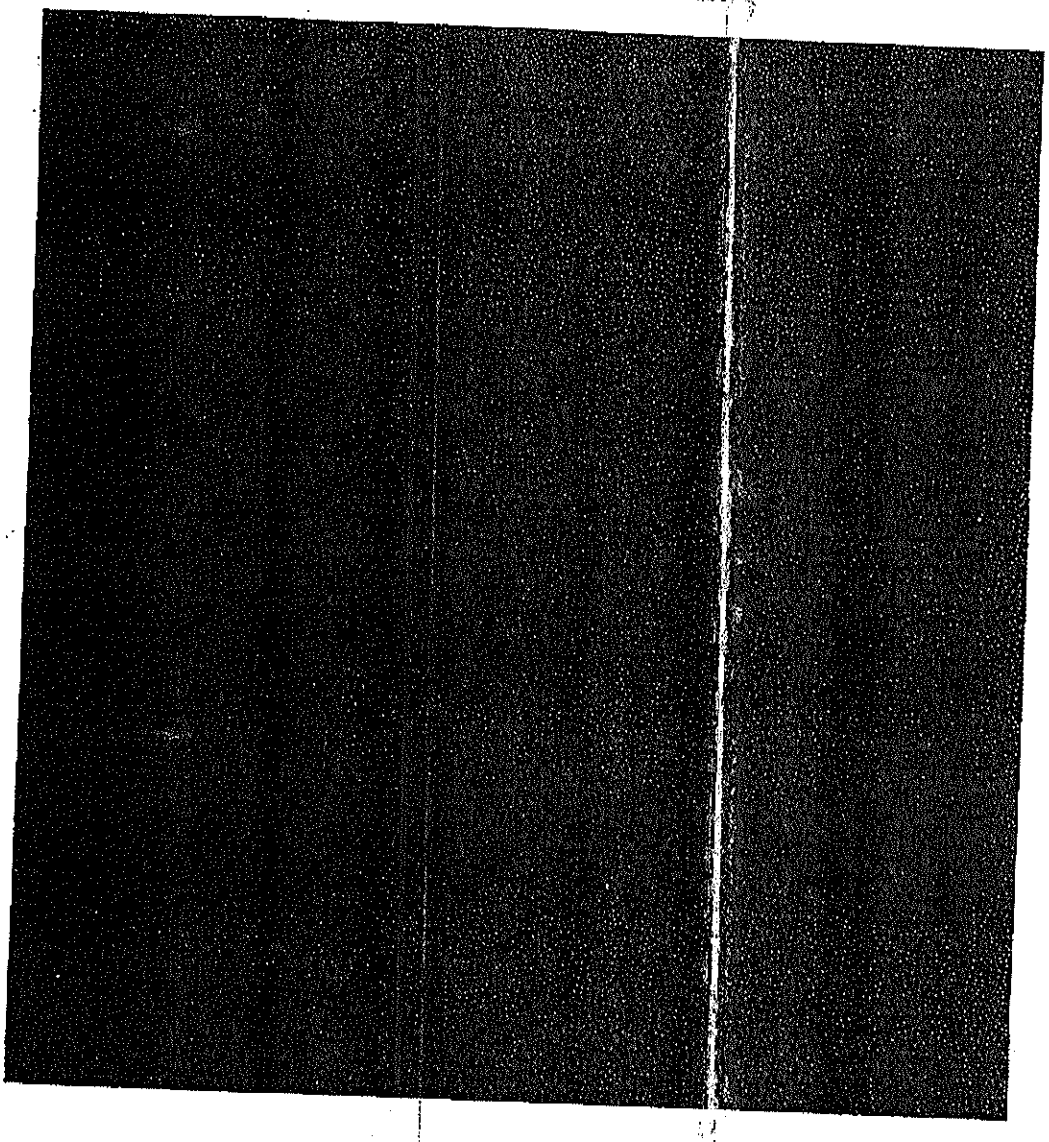
Signature:

SCHEDULE 1

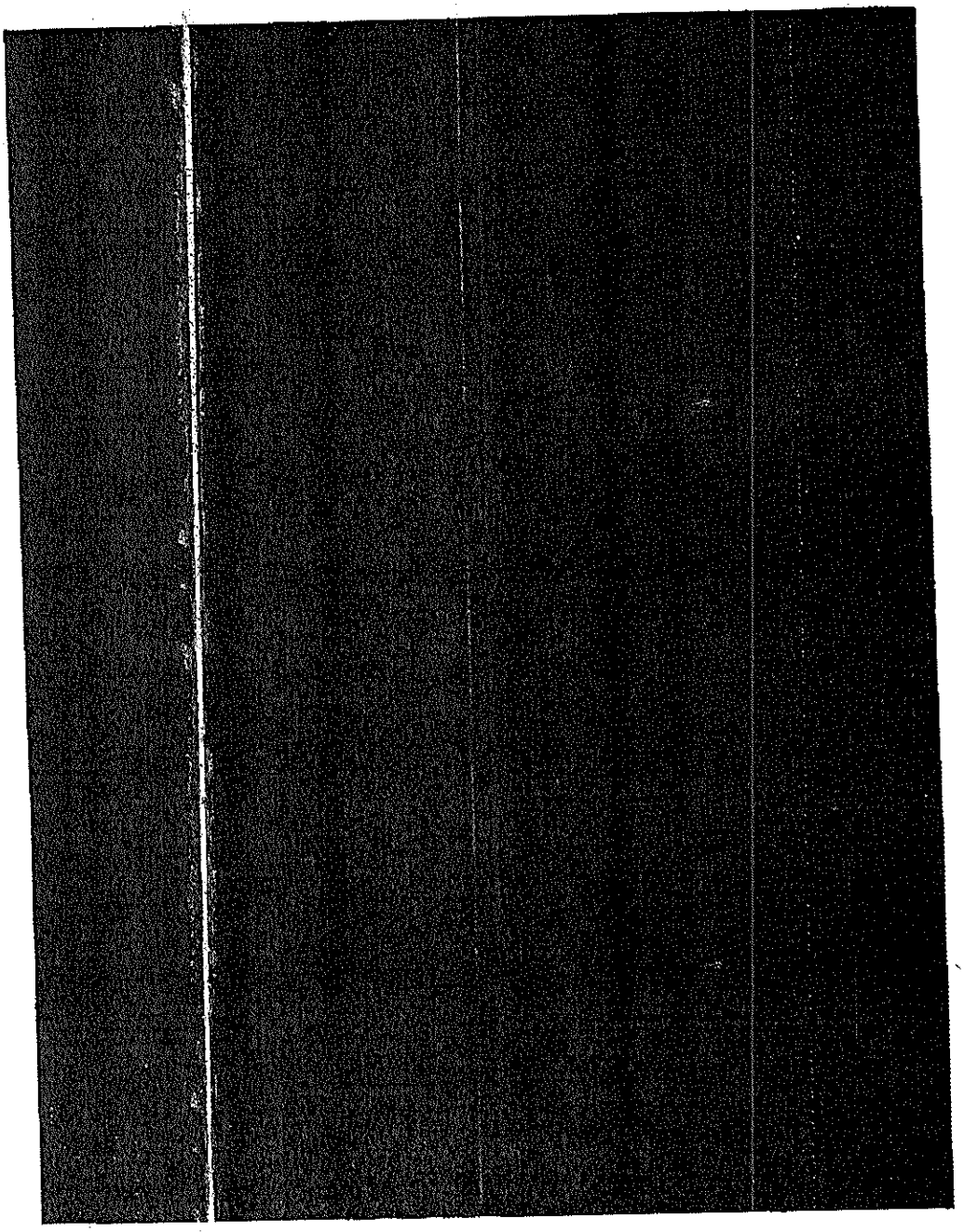
THE FORM OF THE NOTICE OF READINESS



THE FORM OF THE SPECIFICATION



SCHEDULE 2



SCHEDULE 3