

**Supplemental Agreement to
Tripartite Agreement of 15 July 2017**

This **Supplemental Agreement to Tripartite Agreement of 15 July 2017** (this “**Supplemental Agreement**”) is made and signed on this date of 13th July 2023 (“**Effective Date**”) by and between:

Indian Immunological Ltd, a company organized and existing under the laws of India, having its registered office at Road No.44, Jubilee Hills, Hyderabad, 50033, Telangana, India, hereinafter referred to as “**IIL**”;

And

Sinovac Biotech Co., Ltd.(北京科兴生物制品有限公司), a company organized and existing under the laws of the People’s Republic of China, with its registered address at No. 39 Shangdi West Road, Haidian District, Beijing, P. R. China, hereinafter referred to as “**Sinovac**”.

And

Techn invention Lifecare Pvt Ltd ., a company organized under the laws of India, having its principal office at 1004, The Summit Business Bay Off WEH Station, Andheri Kurla Road, Andheri (E), Mumbai 400093, Maharashtra INDIA (Formerly at 702, Samparan Complex, New link Road, Chakala, Andheri (E) Mumbai 400099 Maharashtra, India represented by its Director & CEO Syed Ahmed, hereinafter referred to as “**TLPL**”

Sinovac IIL and TLPL are hereinafter referred to collectively as “the Parties” and individually as “the Party”.

WHEREAS

- A. IIL , Sinovac and TLPL signed the Tripartite Agreement for Supplying Sabin IPV Bulk Drug Substance for Formulation & Filling and Packaging of Finished Products for Sale on 15 July 2017 (“**Tripartite Agreement**”), pursuant to which Sinovac appoints IIL through TLPL as its exclusive distributor and IIL accepts such appointment as exclusive distributor to manufacture, register, market, sell or otherwise distribute the Finished Product locally manufactured in the Territory using the Bulk Drug Substance supplied by Sinovac.
- B. Pursuant to the Tripartite Agreement, IIL shall sponsor and conduct all the required clinical trials for the Finished Product Registration and the Parties agree that Sinovac shall conduct the titer testing of neutralizing antibodies against the poliovirus Sabin strain in rat sera (“**Test**”).

THEREFORE, in respect of the conduct of the Test, IIL and Sinovac reach the terms and conditions in this Supplemental Agreement as follows.

1. IIL shall ship, a total of 640 rat serum samples including reference vaccines & placebo control (“**Samples**”).



All the Samples shall be transported in the mode of DAP Sinovac Changping workshop and the term DAP shall be construed in accordance with the INCOTERMS (2020) of the International Chamber of Commerce (ICC).

2. IIL shall ensure that Samples are separated under the Grade C environment in compliance of sterile condition, the volume of which is 400 µl/tube x 2 tubes per animal.
3. Sinovac shall ensure that the Test is conducted in a negative pressure clean room laboratory that meets the requirements of Good Agricultural Practice (GAP) Level III. at No. 15 Zhitong Road, Zhongguancun Changping Science and Technology Park, Changping District, Beijing, P. R. China.
4. No later than [10] business days before the date of shipment of the Samples, IIL shall provide the details of the label information of the Samples subject to written approval of Sinovac, including but not limited to vaccine dilution (e.g., primordial, 1:3, 1:9, 1:27) corresponding to animal serum number, batch number, product name, manufacture date, expiration date (if applicable), product specification and other essential information for the import clearance.
5. IIL shall arrange appropriate cold-chain transportation, package and temperature logger and storage of the Samples with dry ice with temperature controlled below negative twenty (-20) Celsius degree all the time, monitored and recorded by daily checker and registration.

IIL shall keep the full records of the conditions of temperature during the storage and transportation of the Samples from the point of shipment to the point of delivery as mutually agreed by the Parties.

6. IIL shall at its own risks and costs obtain the export license or other official authorization and carry out all customs formalities for the export of the Samples classified as Grade 2 biological materials out of Territory.

Sinovac shall obtain all the import licenses, permits or other official authorizations and carry out and complete all the customs formalities necessary for the import of the Samples into China.

One Party shall provide the other Party, at the request of the other Party and at the risk and costs of the other Party, any assistance in obtaining such export license, import license or other official authorization necessary of the export of the Samples out of the Territory and import of the Samples into China.

7. IIL shall provide all the necessary documents to assist customs clearance of the Samples including but not limited to No Animal Disease Infectivity Statement, Official Quarantine Certificate (with "SPF" on the Certificate), commercial invoice and packing list.
8. If any qualification documentation of Sinovac laboratory is required, IIL agrees that WHO PQ Letter and GMP Compliance Letter provided by Sinovac shall be sufficient.



9. IIL agrees to pay to Sinovac an amount of CNY80,000 for the Test no later than 3 business days before the date of shipment of the Samples.

All the payments under this Supplemental Agreement shall be paid in China Yuan by telegraphic transfer to the bank designated by Sinovac as below:

Bank Name: Sinovac Biotech Co., Ltd.

No.39,Shangdi Xi Road,Haidian District,Beijing 100085,China.

Account No.: 1775786201

Beneficiary Bank: Citibank(China) Co., Ltd. Beijing Branch

Bank Address: 17F Excel Center, No. 6 WUDINGHOU Street, XICHENG District,
Beijing, CHINA, 100032

Swift Code:CITICNSXBJG

Intermediary Bank/Swift Code:CITIBANK N.A / CITIUS33

10. Within one (1) month upon the receipt of Samples, Sinovac shall provide the following to IIL:
(i) Certificate of Analysis with the final results; and
(ii) the raw data and records of the Test.
11. Except otherwise specified in Articles 1 to 10 above, all the rest of the terms and conditions of the Tripartite Agreement shall remain in effect and unchanged.
12. This Supplemental Agreement shall not prejudice or impact the effect, interpretation and application of the terms and conditions of the Tripartite Agreement to the subject matter of the Tripartite Agreement. The terms and conditions of the Tripartite Agreement shall remain in effect and unchanged and shall apply to the subject matter under the Tripartite Agreement.
13. Unless otherwise specified in this Supplemental Agreement, all the defined terms used in this Supplemental Agreement are quoted from the Tripartite Agreement, and shall have the same meaning as defined therein.
14. This Supplemental Agreement shall take effect on the Effective Date upon signing by the Parties.
15. This Supplemental Agreement is written and made in English language only.
16. This Supplemental Agreement shall be made and signed in two (2) originals with each Party holding one original and each original shall have the same and equal authenticity and validity.

In Witness Whereof, the undersigned representatives of each Party have signed and executed this Supplemental Agreement as of the Effective Date first written above.



Indian Immunological Ltd



Name: Dr. Priyabrata Pattnaik
Title: Deputy Managing Director
Date:

Sinovac Biotech Co., Ltd.
(北京科兴生物制品有限公司)



Name: Jing Li
Title: Executive General Manager
Date:

Techinvention Lifecare Pvt Ltd



Name: Syed Ahmed
Title: Director & CEO
Date:

