Sense of Awareness

PfizerLeak: Exposing the Pfizer Manufacturing and Supply Agreement – The Brazilian Job (DAY 5&6)

31/07/2021 by Ehden Biber

By Ehden Biber (https://T.ME/EH_DEN)

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Following the great conversation I had with Stew Peters on his show (https://rumble.com/vkjp4s-pfizerleak-author-of-viral-twitter-post-validates-document-live-on-stew-pet.html), I thought of expanding a little bit about the Brazilian contract.

First, if you did not watch the episode, I highly recommend you do so.

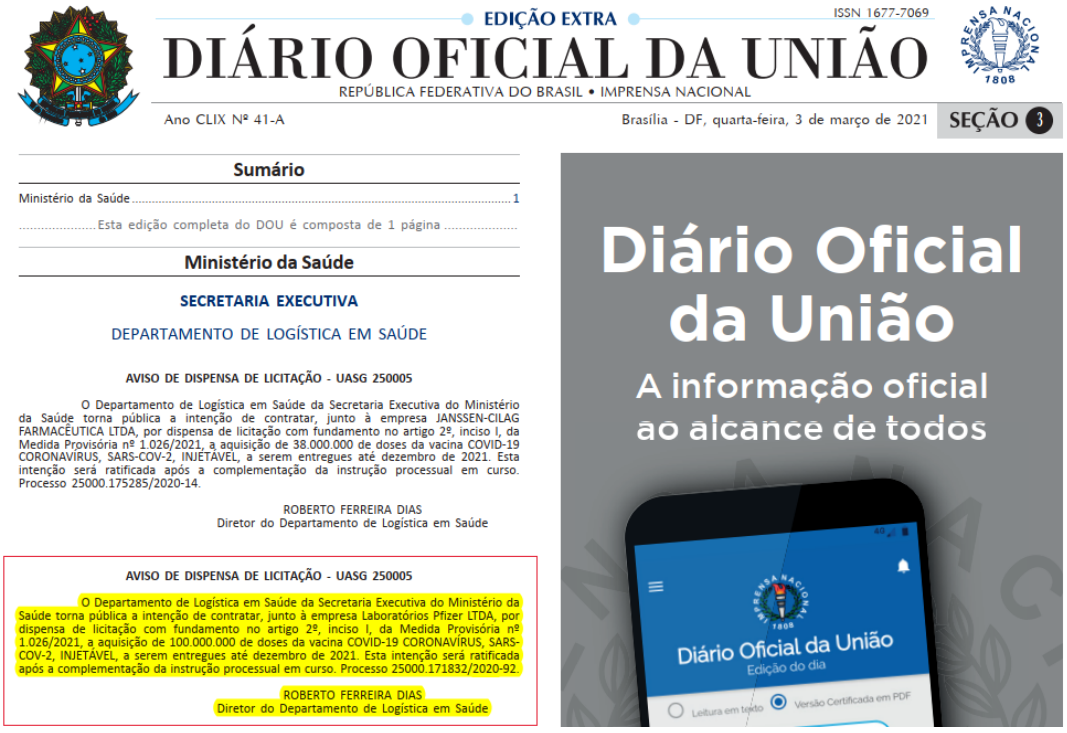
Now, let us first talk whether or not the contract is real.

Contract timeline

On the 3rd of March 2021 (https://sintse.tse.jus.br/documentos/2021/Mar/4/saude/aviso-de-dispensa-de-licitacao-laboratorios-pfizer-ltda-aquisicao-de-100-000-000-de-doses-da-vacina-), the following message has appeared in the "Diario Official Da UNiado" (Official Diary of the Union) which is the national press of the federative republic of Brazil.

BIDDING WAIVER NOTICE – UASG 250005

The Department of Logistics in Health of the Executive Secretariat of the Ministry of Health makes public its intention to contract, with the company Laboratórios Pfizer LTDA, by waiver of a bidding process based on article 2, item I, of Provisional Measure No. 1.026/2021, the acquisition 100,000,000 doses of the COVID-19 CORONAVÍRUS, SARS-COV-2, INJECTABLE vaccine, to be delivered by December 2021. This intention will be ratified after the completion of the procedural instruction in progress. Process 25000.171832/2020-92. ROBERTO FERREIRA DIAS Director of the Health Logistics Department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DIÁRIO OFICIAL DA UNIÃO

REPÚBLICA FEDERATIVA DO BRASIL • IMPRENSA NACIONAL

Ano CLIX Nº 41-A Brasília - DF, quarta-feira, 3 de março de 2021 SEÇÃO 3

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Ministério da Saúde

SECRETARIA EXECUTIVA

DEPARTAMENTO DE LOGÍSTICA EM SAÚDE

AVISO DE DISPENSA DE LICITAÇÃO - UASG 250005

O Departamento de Logística em Saúde da Secretaria Executiva do Ministério da Saúde torna pública a intenção de contratar, junto à empresa JANSSEN-CILAG FARMACÊUTICA LTDA, por dispensa de licitação com fundamento no artigo 2º, inciso I, da Medida Provisória nº 1.026/2021, a aquisição de 38.000.000 de doses da vacina COVID-19 CORONAVÍRUS, SARS-COV-2, INJETÁVEL, a serem entregues até dezembro de 2021. Esta intenção será ratificada após a complementação da instrução processual em curso. Processo 25000.175285/2020-14.

ROBERTO FERREIRA DIAS
Diretor do Departamento de Logística em Saúde

AVISO DE DISPENSA DE LICITAÇÃO - UASG 250005

O Departamento de Logística em Saúde da Secretaria Executiva do Ministério da Saúde torna pública a intenção de contratar, junto à empresa Laboratórios Pfizer LTDA, por dispensa de licitação com fundamento no artigo 2º, inciso I, da Medida Provisória nº 1.026/2021, a aquisição de 100.000.000 de doses da vacina COVID-19 CORONAVÍRUS, SARS-COV-2, INJETÁVEL, a serem entregues até dezembro de 2021. Esta intenção será ratificada após a complementação da instrução processual em curso. Processo 25000.171832/2020-92.

ROBERTO FERREIRA DIAS
Diretor do Departamento de Logística em Saúde

(https://infoseq.files.wordpress.com/2021/07/image-13.png)

On the 15th of March, (https://sintse.tse.jus.br/documentos/2021/Mar/16/saude/extrato-de-dispensa-de-licitacao-no-18-2021-aquisicao-de-vacina-covid-19-coronavirus-sars-cov-2-inje) on the same publication, the bidding waiver was explained.

BIDDING WAIVER EXTRACT No. 19/2021 – UASG 250005

Species: Process No.: 25000.171832/2020-92. Object: Acquisition of VACCINE, COVID-19 (CORONAVIRUS, SARS-COV-2), INJECTABLE (ComirnatyTM Vaccine). Total Items: 01. Legal Basis: Article 2, item I, of Provisional Measure nº 1.026/2021. Justification: Acquisition of vaccines and supplies for vaccination against Covid-19. Recognition on 03/15/2021. MARCELO BATISTA COSTA – Deputy General Coordinator of Strategic Health Inputs. Ratification on 03/15/2021. ROBERTO FERREIRA DIAS – Director of the Health Logistics Department. Global Value: R$5,630,060,241.00. Contractor: Pfizer Export B.V, represented by Laboratórios Pfizer Ltda, CNPJ: 46.070.868/0036-99. Value: BRL 5,630,060,241.00.

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REPÚBLICA FEDERATIVA DO BRASIL • IMPRENSA NACIONAL

Ano CLIX Nº 49-A Brasília - DF, segunda-feira, 15 de março de 2021 SEÇÃO 3

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Ministério da Saúde

SECRETARIA EXECUTIVA

DEPARTAMENTO DE LOGÍSTICA EM SAÚDE

EXTRATO DE DISPENSA DE LICITAÇÃO Nº 18/2021 - UASG 250005

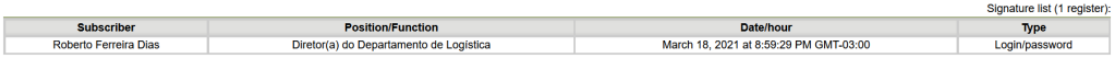
Espécie: Nº Processo: 25000.175285/2020-14. Objeto: Aquisição de VACINA, COVID-19 (CORONAVÍRUS, SARS-COV-2), INJETÁVEL (Ad26.COV2.S/JNJ-78436735). Total de Itens: 01. Fundamento Legal: Artigo 2º, inciso I, da Medida Provisória nº 1.026/2021. Justificativa: Aquisição de vacinas e de insumos destinados à vacinação contra a Covid-19. Reconhecimento em 15/03/2021. MARCELO BATISTA COSTA - Coordenador Geral Substituto de Aquisições de Insumos Estratégicos para Saúde. Ratificação em 15/03/2021. ROBERTO FERREIRA DIAS - Diretor do Departamento de Logística em Saúde. Valor Global: R$ 2.139.400.000,00. Contratada: JANSSEN PHARMACEUTICA NV, representada pela empresa JANSSEN-CILAG FARMACEUTICA LTDA, CNPJ: 51.780.468/0001-87. Valor: R$ 2.139.400.000,00.

EXTRATO DE DISPENSA DE LICITAÇÃO Nº 19/2021 - UASG 250005

Espécie: Nº Processo: 25000.171832/2020-92. Objeto: Aquisição de VACINA, COVID-19 (CORONAVÍRUS, SARS-COV-2), INJETÁVEL (Vacina ComirnatyTM). Total de Itens: 01. Fundamento Legal: Artigo 2º, inciso I, da Medida Provisória nº 1.026/2021. Justificativa: Aquisição de vacinas e de insumos destinados à vacinação contra a Covid-19. Reconhecimento em 15/03/2021. MARCELO BATISTA COSTA - Coordenador Geral Substituto de Aquisições de Insumos Estratégicos para Saúde. Ratificação em 15/03/2021. ROBERTO FERREIRA DIAS - Diretor do Departamento de Logística em Saúde. Valor Global: R$ 5.630.060.241,00. Contratada: Pfizer Export B.V, representada pela empresa Laboratórios Pfizer Ltda, CNPJ: 46.070.868/0036-99. Valor: R$ 5.630.060.241,00.

(https://infoseq.files.wordpress.com/2021/07/image-14.png)

The contract itself was signed on the 18th of March. Here are the details as appears in the Brazilian document repository:



Signature list (1 register):

Subscriber	Position/Function	Date/hour	Type
Roberto Ferreira Dias	Diretor(a) do Departamento de Logística	March 18, 2021 at 8:59:29 PM GMT-03:00	Login/password

(https://infoseq.files.wordpress.com/2021/07/image-15.png)

You can validate by yourself if you go to the document repository of the Brazilian government here (https://sei.saude.gov.br/sei/controlador_externo.php?acao=documento_conferir&acao_origem=documento_conferir&id_orgao_acesso_externo=0&lang=en_US), and use the validation code: 0019603551 with the following CRC: 1A550AF8

Signatures

First, the information on the Pfizer side:

PFIZER EXPORT B.V.

By: PFIZER EXPORT B.V.

Name: LIESBETH LEONIE MARJOLEINE VAN GORKOM

Title: Director of PFIZER EXPORT B.V.

DocuSigned by:

Liesbeth van Gorkom

ED23AAE25FCA405...

(https://infoseq.files.wordpress.com/2021/07/image-16.png)

This is the signature of the representative of Pfizer, who you can validate is a real person who is a director in Pfizer Export B.V. here (http://opencorporates.al/en/nipt/66254302).

Here is information on Pfizer Export B.V. (https://www.transfirm.nl/nl/organisatie/662543020000-pfizer-export-b.v.?lang=en), which is sharing the same registered address as:

Pfizer Australia Holdings B.V. (https://www.transfirm.nl/nl/organisatie/548398820000-pfizer-australia-holdings-b.v.), Pfizer B.V. (https://www.transfirm.nl/nl/organisatie/340877280000-pfizer-b.v.), Pfizer Development B.V. (https://www.transfirm.nl/nl/organisatie/764333230000-pfizer-development-b.v.), Pfizer East India B.V. (https://www.transfirm.nl/nl/organisatie/550554940000-pfizer-east-india-b.v.), Pfizer Eastern Investments B.V. (https://www.transfirm.nl/nl/organisatie/341733840000-pfizer-eastern-investments-b.v.), Pfizer Enterprise Holdings B.V. (https://www.transfirm.nl/nl/organisatie/593498320000-pfizer-enterprise-holdings-b.v.),Pfizer Global Holdings B.V. (https://www.transfirm.nl/nl/organisatie/242856680000-pfizer-global-holdings-b.v.),Pfizer Himalaya Holdings Coöperatief U.A. (https://www.transfirm.nl/nl/organisatie/549939890000-pfizer-himalaya-holdings-co%C3%B6peratief-u.a.), Pfizer Manufacturing Holdings LLC (https://www.transfirm.nl/nl/organisatie/756157460000-pfizer-manufacturing-holdings-llc), Pfizer Manufacturing LLC (https://www.transfirm.nl/nl/organisatie/766421000000-pfizer-manufacturing-llc) , Pfizer Mexico Holding B.V. (https://www.transfirm.nl/nl/organisatie/723390390000-pfizer-mexico-holding-b.v.) , Pfizer OTC B.V. (https://www.transfirm.nl/nl/organisatie/244021910000-pfizer-otc-b.v.), Pfizer PFE AsiaPac Holding B.V. (https://www.transfirm.nl/nl/organisatie/619938320000-pfizer-pfe-asiapac-holding-b.v.), Pfizer PFE Australia Holding B.V. (https://www.transfirm.nl/nl/organisatie/605643340000-pfizer-pfe-australia-holding-b.v.), Pfizer PFE Eastern Investments B.V. (https://www.transfirm.nl/nl/organisatie/624694950000-pfizer-pfe-eastern-investments-b.v.), Pfizer PFE Global Holdings B.V. (https://www.transfirm.nl/nl/organisatie/624692150000-pfizer-pfe-global-holdings-b.v.) , Pfizer PFE Ireland Pharmaceuticals Holding 1 B.V. (https://www.transfirm.nl/nl/organisatie/605588140000-pfizer-pfe-ireland-pharmaceuticals-holding-1-b.v.) , Pfizer PFE Service Company Holding B.V. (https://www.transfirm.nl/nl/organisatie/625062340000-pfizer-pfe-service-company-holding-b.v.), Pfizer PFE Spain B.V. (https://www.transfirm.nl/nl/organisatie/605643690000-pfizer-pfe-spain-b.v.) , Pfizer PFE Turkey Holding 1 B.V. (https://www.transfirm.nl/nl/organisatie/623520400000-pfizer-pfe-turkey-holding-1-b.v.), Pfizer Pharmaceuticals Global B.V. (https://www.transfirm.nl/nl/organisatie/515811750000-pfizer-pharmaceuticals-global-b.v.) , Pfizer Production LLC (https://www.transfirm.nl/nl/organisatie/766506260000-pfizer-production-llc), Pfizer R&D Holding B.V. (https://www.transfirm.nl/nl/organisatie/724574570000-pfizer-r&d-holding-b.v.), and… Pfizer Ventures LLC (https://www.transfirm.nl/nl/organisatie/766507820000-pfizer-ventures-llc).

And here is **the Brazilian signature**, which translates to: "Document signed electronically by Roberto Ferreira Dias, Director of the Logistics Department, on 03/18/2021, at 20:59, according to official Brasília time, based on art. 6, § 1, of Decree No. 8.539, of October 8, 2015; and art. 8, of Ordinance No. 900 of March 31, 2017."


Documento assinado eletronicamente por **Roberto Ferreira Dias**, **Diretor(a) do Departamento de Logística**, em 18/03/2021, às 20:59, conforme horário oficial de Brasília, com fundamento no art. 6º, § 1º, do Decreto nº 8.539, de 8 de outubro de 2015; e art. 8º, da Portaria nº 900 de 31 de Março de 2017.

(https://infoseq.files.wordpress.com/2021/07/image-12.png)

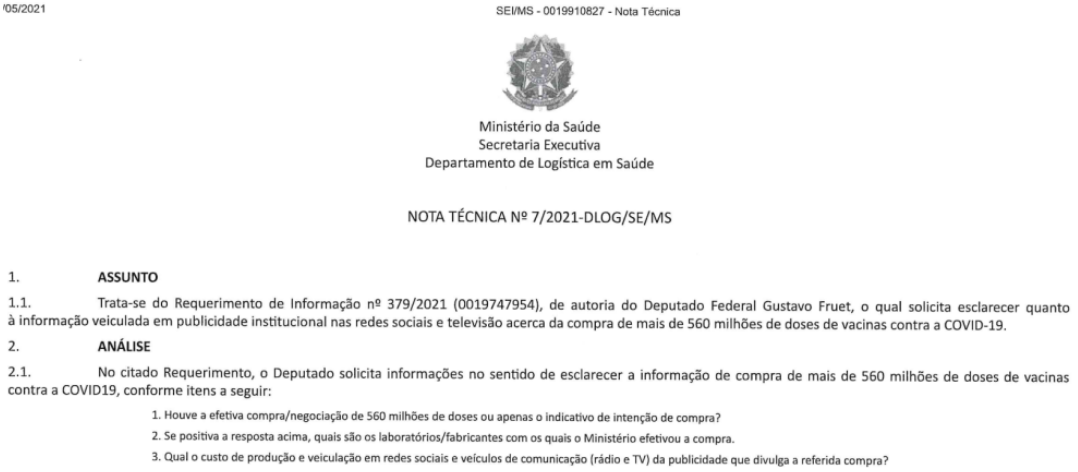
More about Mr Roberto Ferreira Dias soon.

Legality of digitally signed document

To those who want to read more about the legality of digitally signed documents (e-signature) as audit trail relied upon as key evidence, as legally binding, its usage for court filings, and for class actions and related matters can read more the DocuSign whitepapers related to US courts (https://www.docusign.com/sites/default/files/resource_event_files/Court%20Support_WPHM071519LEGPUBUS%20%281%29.pdf) and to Canadian courts (https://www.docusign.com/sites/default/files/na_canada_court_support_for_electronic_signatures_in_canada_2020.pdf), the fact that digital signatures can be used to execute documents, including where there is a statutory requirement for a signature, according to the Law Commission in the UK (https://www.lawcom.gov.uk/electronic-signatures-are-valid-confirms-law-commission/)… and I can go on and on.

Let us continue.

Following an Information Request No. 379/2021 (0019747954), authored by Federal Deputy Gustavo Fruet, which requested clarification on the information conveyed in institutional advertising on social networks and television about the purchase of more than 560 million doses of vaccines against COVID-19, the Department of Health Logistics in the ministry of health has replied to the request on April 7, 2021 via a "Technical Note No. 7/2021-DLOG/SE/MS", signed by no other than Roberto Ferreira Dias , Director of the Logistics Department.



'05/2021 SEI/MS - 0019910827 - Nota Técnica

Ministério da Saúde
Secretaria Executiva
Departamento de Logística em Saúde

NOTA TÉCNICA Nº 7/2021-DLOG/SE/MS

1. **ASSUNTO**

1.1. Trata-se do Requerimento de Informação nº 379/2021 (0019747954), de autoria do Deputado Federal Gustavo Fruet, o qual solicita esclarecer quanto à informação veiculada em publicidade institucional nas redes sociais e televisão acerca da compra de mais de 560 milhões de doses de vacinas contra a COVID-19.

2. **ANÁLISE**

2.1. No citado Requerimento, o Deputado solicita informações no sentido de esclarecer a informação de compra de mais de 560 milhões de doses de vacinas contra a COVID19, conforme itens a seguir:

1. Houve a efetiva compra/negociação de 560 milhões de doses ou apenas o indicativo de intenção de compra?
2. Se positiva a resposta acima, quais são os laboratórios/fabricantes com os quais o Ministério efetivou a compra.
3. Qual o custo de produção e veiculação em redes sociais e veículos de comunicação (rádio e TV) da publicidade que divulga a referida compra?

(https://infoseq.files.wordpress.com/2021/07/image-18.png)

The Request for information asked 3 questions:

1. Was there an effective purchase/negotiation of 560 million doses or just an indication of purchase intention?
2. If the answer above is yes, which are the laboratories/manufacturers with which the Ministry made the purchase?

3. What is the cost of production and placement on social networks and media (radio and TV) of the advertising that publicizes the aforementioned purchase?

In the response, on article 2.4, the director wrote: "In response to this demand, the main data regarding the contracts signed by the Ministry of Health for the acquisition of vaccines against COVID19 are listed below:"

Here is the full table:

Process No.	TYPE	INPUT	Quantity contracted	Unit Value	Amount	Contract	Date Signed	Company	CNPJ
25000.002031/2021-69	VACCINE	SINOVAC	46,000,000	BRL 58.20	BRL 2,677,200,000.00	005/2021	07/Jan	BUTANTAN FOUNDATION	61.189.445/0001-56
25000.013174/2021-04	VACCINE	CORONAVAC	54,000,000	BRL 58.20	BRL 3,142,800,000	014/2021	Feb 15th	BUTANTAN FOUNDATION	61.189.445/0001-56
25000.175250/2020-85	VACCINE	COVAXIN	20,000,000	$15.00	US$300,000,000.00	029/2021	Feb 25	BHARAT BIOTECH LIMITED INTERNATIONAL, represented nationally by PRECISA COMERCIALIZATION DE MEDICAMENTOS LTDA	03.394.819/0005-00
25000.175293/2020-61	VACCINE	SPUTNIK V comp. I	5,000,000	BRL 69.36	BRL 346,800,000.00	042/2021	12/mar	UNION QUÍMICA FARMACÊUTICA NACIONAL S/A	60.665.981/0001-18
25000.175293/2020-61	VACCINE	SPUTNIK V comp. II	5,000,000	BRL 69.36	BRL 346,800,000.00	042/2021	12/mar	UNION QUÍMICA FARMACÊUTICA NACIONAL S/A	60.665.981/0001-18
25000.002023/2021-12	VACCINE	COVID 19 vaccine	2,000,000	BRL 29.70	BRL 59,400,000.00	TED - 001/2021	07/Jan	FUNDACAO OSWALDO CRUZ/RJ	33.781.055/0001-35
25000.002023/2021-12	VACCINE	COVID 19 vaccine	10,000,000	BRL 30.25	BRL 302,500,000.00	1st Adt. - TED - 001/2021	Feb 5th	FUNDACAO OSWALDO CRUZ/RJ	33.781.055/0001-35
25000.171832/2020-92	VACCINE	COVID 19 vaccine	100,001,070	USD 10.00	USD 1,000,010,700.00	052/2021	March 18	PFIZER EXPORT BV, herein represented by LIESBETH LEONIE MARJOLEINE VAN GORKOM	foreign
25000.175285/2020-14	VACCINE	COVID 19 vaccine	38,000,000	USD 10.00	USD 380,000,000.00	051/2021	March 18	JANSSEN PHARMACEUTICA NV, represented nationally by JANSSEN-CILAG FARMACEUTICA LTDA	51.780.468/0001-87

(https://infoseq.files.wordpress.com/2021/07/image-17.png)

As before, you are more than welcome to validate the information here (https://sei.saude.gov.br/sei/controlador_externo.php?acao=documento_conferir&acao_origem=documento_conferir&id_orgao_acesso_externo=0&lang=en_US), by using the Validation code 0019910827, and the CRC code 3722E1DD.

25000.171832/2020-92	VACCINE	COVID 19 vaccine	100,001,070	USD 10.00	USD 1,000,010,700.00	052/2021	March 18	PFIZER EXPORT BV, herein represented by LIESBETH LEONIE MARJOLEINE VAN GORKOM	foreign

(https://infoseq.files.wordpress.com/2021/07/image-19.png)

Notice this price matches the price as appears in appendix B in the contract.

Quarter / Trimestre	Q2 2021	Q3 2021	Total
	T2 2021	T3 2021	
Doses / Doses	13.518.180	86.482.890	100.001.070
Price per dose / Preço por dose	USD 10,00	USD 10,00	USD 1.000.010.700,00

(https://infoseq.files.wordpress.com/2021/07/image-20.png)

Contracts visibility:

According to the Brazilian ministry of health website (https://www.gov.br/saude/pt-br/acesso-a-informacao/licitacoes-e-contratos/coronavirus),

“All contracts or acquisitions made pursuant to this Law will be immediately made available on a specific official website on the world wide web (internet), containing, as appropriate, in addition to the information provided for in § 3 of art. 8 of Law No. 12,527, of November 18, 2011 , the name of the contractor, the registration number with the Federal Revenue Service of Brazil, the contractual term, the value and the respective hiring or acquisition process.”

Again, you can check the details of the contract there.

Correction to the statement I made in my interviews

Before we continue further, a reminder about Roberto Ferreira Dias. The story is as follows, according to Brazilian (https://istoe-com-br.translate.goog/aziz-manda-prender-ex-diretor-da-saude-por-mentir-na-cpi)news outlets (https://istoe-com-br.translate.goog/aziz-manda-prender-ex-diretor-da-saude-por-mentir-na-cpi/?_x_tr_sl=pt&_x_tr_tl=en&_x_tr_hl=es-419&_x_tr_pto=ajax,elem) (using google translate):

The president of Covid’s Parliamentary Inquiry Commission (CPI), Omar Aziz, has imprisoned former director of Logistics at the Ministry of Health, Roberto Ferreira Dias, on charges of lying during his testimony. “Call the Senate police. You are being held by the presidency of the CPI,” said Aziz, who accused him of perjury….Dias was called upon to explain the accusations that he would have asked for a bribe of **US$ 1 per dose of vaccine** in negotiations and would have pressured a ministry official to expedite the acquisition of Covaxin, an immunizing agent produced in India.

In my interviews I said that that Roberto Ferreira Dias asekd for $2M dollar bribe… and as you can see from the information above, the real figure is $20M. My lovely Dyslexia. He was later released on bail (https://istoe.com.br/ex-diretor-da-saude-preso-na-cpi-paga-fianca-de-r-1-100-e-e-liberado-apos-5h/).

Validating a DocuSign Document

Before we would continue to the contract itself, here is the validation I did to assure the digitally signed document I had is correct:

and here is a 5 minutes walkthrough of the system and the process that was used by the Brazilian government in order to sign the contract with the Pfizer:

The Brazilian Contract – The Terms

So, now that we have demonstrated beyond any reasonable doubt this contract is real, shall we again look into it? (I am obviously referring to the English version of the contract that states at page 27). We start with the terms, as they have significant implications on the nature of clauses.

Commercially Reasonable Efforts

In clause 1.9, Pfizer is making sure that whatever delay or problems with their product will fall under **commercially reasonable efforts.** "The efforts…by Pfizer to achieve relevant objectives…that a similarly situated company…would use to accomplish a similar objective… considering the…risks, uncertainties… taking into account… ACTUAL AND POTENTIAL ISSUES OF SAFETY AND EFFICACY… (and) the ability to produce or obtain adequate supply of the Product or any components or materials used in the manufacture of the Product".

After all, this is a novel treatment, no other company is competing with them in the mRNA field (Moderna has no capacity to produce as much as Pfizer), so this clause gives a lot of ability for Pfizer to claim that any problem that might rise out of production or delivery or safety falls under their commercially reasonable efforts to fulfill their side of the deal.

1.9"**Commercially Reasonable Efforts**" means with respect to the efforts to be expended by Pfizer to achieve the relevant objective, the activities and degree of effort that a similarly situated party (with respect to size, resources and assets) in the pharmaceutical industry would use to accomplish a similar objective in its own commercial interests under similar circumstances and considering the relevant risks, uncertainties, limitations and challenges of the development, manufacture, commercialization and distribution of a novel COVID-19 vaccine product, taking into account the following factors: actual and potential issues of safety and efficacy, novelty, product profile, the proprietary position, the then current competitive environment for such Product, the likely timing of the Product's entry into the market, the regulatory environment and status of the Product, compliance with Laws, past performance of the Product and other similar products, the ability to produce or obtain adequate supply of the Product or any components or materials used in the manufacture of the Product and other relevant scientific, technical, operational and commercial factors, in each case as measured by the facts and circumstances at the time such efforts are due.

(https://infoseq.files.wordpress.com/2021/07/image-21.png)

COVAX Facility

Now here is something that did not appear in the previous contract which I published (The Albanian). As you can see, on Match 2021 there was a new global procurement mechanism for the procurement and delivery of vaccines. We will talk about COVAX in another post.

1.13"**Covax Facility**" means the global procurement mechanism for the procurement and delivery of doses of approved vaccine for COVID-19.

(https://infoseq.files.wordpress.com/2021/07/image-22.png)

cGMP

Pfizer will later commit to Current Good Manufacturing Practices. The only problem is – while there are "gold standards" when it comes to manufacturing normal vaccines, the mRNA is a totally different beast. It is a gene therapy, and as far as I can find no such standards for mRNA technology.

1.14"**Current Good Manufacturing Practices**" or "**cGMP**" means applicable Good Manufacturing Practices as specified in the Brazilian regulatory legislation, including but not limited

(https://infoseq.files.wordpress.com/2021/07/image-23.png)

to RDC 301/2019, and any successor legislation from time to time, prevailing at the time of the manufacture of the Product.

(https://infoseq.files.wordpress.com/2021/07/image-24.png)

Latent Defect

According to Pfizer, a product is defected only if it does not confirm to the specification of the product, not if it does not perform wrongly. Remember that Pfizer has elements in the vaccine which are proprietary, including some of the genetic code (in the 3-'UTR). There is no way to prove latent defect on

those.

1.31 "**Latent Defect**" means a defect causing the Product to not conform to the applicable Specifications that Purchaser can show was present at the time of Pfizer's delivery of the Product to Purchaser and which could not have been detected by Purchaser, its designee, or their Personnel at delivery through diligent inspection.

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Vaccine (?)

According to Pfizer, the vaccines they sell are intended for the prevention of the human disease COVID-19 **or any other human disease**, in each case which is **caused by** any of the virus **SARS-CoV-2**, and/**or** any or all **related strains**, mutations, **MODIFICATIONS**, or derivatives of the foregoing.

It also means "any device, technology, or product used in the administration OR to enhance the use or effect of such vaccine" and any combination.

1.57 "**Vaccine**" shall include (a) all vaccines manufactured, in whole or in part, or supplied, directly or indirectly, by or on behalf of Pfizer or BioNTech or any of their Affiliates that are

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intended for the prevention of the human disease COVID-19 or any other human disease, in each case which is caused by any of the virus SARS-CoV-2, and/or any or all related strains, mutations, modifications or derivatives of the foregoing, that are (i) procured by Purchaser by any means whether pursuant to the Agreement or by way of any other purchase or donation including from any third party or otherwise, whether or not authorized pursuant to Section 2.1, and whether procured prior to or following execution of this Agreement, or (ii) administered in Brazil ("the **Territory**") by or on behalf of Pfizer (including to employees and agents), whether with Contracted Doses or non-Contracted Doses, and whether administered prior to or following execution of this Agreement; (b) any device, technology, or product used in the administration of or to enhance the use or effect of, such vaccine; (c) any component or constituent material of (a) or (b); or (d) any use or application of any product referred to in (a)-(b).

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This contract covers Pfizer vaccines whether or not they were procured by Brazil:

"…procured by Purchaser by any means whether pursuant to the Agreement or by way of any other purchase or
donation including from any third party or otherwise, **whether or not authorized pursuant to Section 2.1, and whether procured prior to or following execution of this Agreement**."

Will = Shall

In legal terms, shall is an obligation, a must (vs. should). Here Pfizer makes sure that any time the word "will" is used, it considered as a legal obligation.

Except where the context expressly requires otherwise, (a) the use of any gender herein shall be deemed to encompass references to either or both genders, and the use of the singular shall be deemed to include the plural (and vice versa); (b) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation"; (c) the word "will" shall be construed to have the same meaning and effect as the word "shall"; (d) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein); (e) any reference herein to any Person shall be construed to include the Person's successors and assigns; (f) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof; (g) all references herein to Sections or Attachments shall be construed to refer to Sections or Attachments of this Agreement, and references to this Agreement include all Attachments hereto; (h) the word "notice" means notice in writing (whether or not specifically stated) and shall include notices, consents, approvals and other written communications contemplated under this Agreement; (i) references to any specific Law, rule or regulation, or article, section or other division thereof, shall be deemed to include the then-current amendments thereto or any replacement or successor Law, rule or regulation thereof; and (j) the term "or" shall be interpreted in the inclusive sense commonly associated with the term "and/or".

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The Brazilian Contract – The Supply

You can't get out

The Product that Pfizer is selling is sold under emergency approval regulations. If there will be a product that can treat the disease, a medicine, this approval according to the FDA must be revoked. According to the contract, even if such a treatment will be found, this contract cannot be voided. Sorry, Ivermectin.

(b)Purchaser acknowledges and agrees that (i) Pfizer's efforts to develop and manufacture the Product are aspirational in nature and subject to significant risks and uncertainties, and (ii) the fact that any other drug or vaccine to prevent, treat or cure COVID-19 infection is successfully developed or granted authorization earlier than the granting of Authorization for the Product shall not change the current situation of urgent needs for prevention of the spread of the COVID-19 infection that poses serious threats to and harmful effects on the lives and health of the general public.

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You can only get it from Pfizer and authorized suppliers, and you are not allowed to sell it to anyone without Pfizer approval.

(f)Purchaser, including any related Person or any agents of Purchaser, covenants to exclusively obtain all of its supply of any Vaccine of Pfizer, BioNTech or their respective Affiliates intended for the prevention of the human disease COVID-19 (including the Product) either (i) directly from Pfizer or from Pfizer through the COVAX Facility, or (ii) from a Third Party, whether by donation, resale or otherwise, only if Purchaser has obtained Pfizer's prior written consent. Any breach of this Section 2.1(f) shall be deemed an uncurable material breach of this Agreement, and Pfizer may immediately terminate this Agreement pursuant to Section 6.2. For clarity, nothing in this Section 2.1(f) shall prevent Purchaser from purchasing competing vaccine products of any Third Party.

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Manufacturing capacity

Pfizer will use "commercially reasonable efforts" (which you remember, means it is more a "should" than a "shall") to make the product.

Pfizer shall use Commercially Reasonable Efforts to build or obtain manufacturing capacity to be capable of manufacturing and supplying the Product to Purchaser in accordance with the provisions of this Agreement.

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New order? New rules!

If you need more dosages, Pfizer might be "notifying Purchaser of additional or revised terms Pfizer would require in
connection with such Additional Order."

(c) The Purchaser may request additional doses during the Term of the Agreement but only upon being advised that: (i) Pfizer has availability of supply of such additional requested doses (the "**Additional Order**"); and (ii) Pfizer agrees, in its sole discretion, to allocate such Additional Order to Purchaser. In the event that Pfizer provides Purchaser written confirmation of (i) and (ii) herein, Pfizer shall provide notice to Purchaser (A) accepting such Additional Order and requesting Purchaser to submit a legally binding and irrevocable Purchase Order for such Additional Order in accordance with the terms set forth in this Section 2.3(c), or (B) notifying Purchaser of additional or revised terms Pfizer would require in connection with such Additional Order. In connection with execution of an amendment to include Pfizer's additional or revised terms for such Additional Order, the Purchaser would submit a legally binding and irrevocable Purchase Order for such Additional Order. For clarity, except for any additional or revised terms set forth by Pfizer for the Additional Order (as executed in an amendment to this Agreement at the time of such Additional Order), each Additional Order will also be subject to the same terms and conditions set forth in this Agreement (and any subsequent amendments thereto), as applicable. Any accepted Additional Order must be placed during the Term of the Agreement. Upon Pfizer's acceptance of a Purchase Order for an Additional Order (whether or not through amendment to this Agreement), the doses subject to the accepted Additional Order shall be Contracted Doses. After submission to, and acceptance by, Pfizer of an Additional Order, Purchaser shall pay Pfizer the additional advance payment (calculated as 20% of the price per dose multiplied by the doses subject to the Additional Order) within ten (10) days of the Purchase Order of such Additional Order ("**Additional Advance Payment**"). Purchaser shall pay such Additional Advance Payment, and Pfizer shall provide an updated Attachment B to reflect such Additional Order. Full payment of the Additional Advance Payment as well as the remainder of the Delivery Price for the additional contracted doses ("**Additional Delivery Price**") in accordance with the terms set forth herein, including without limitation Sections 3.2 and 3.3, are conditions to supply any doses subject to the Additional Order. If any failure by Purchaser to pay Pfizer for the Additional Advance Payment results in a delay in delivery, the undelivered doses will be at the sole risk of Purchaser, and Pfizer shall have no liability to Purchaser regarding such delay or further inability to supply by Pfizer.

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Monopoly

Pfizer might deliver to you dosages from other countries. Remember, Pfizer controls their products, even after you paid and got it.

(g) If Pfizer is unable to deliver any Contracted Doses for technical or other reasons from the Facilities intended to produce the Contracted Doses under this Agreement, Pfizer agrees to use Commercially Reasonable Efforts to obtain supply of the Product from another location, subject to availability of supply.

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Shortage, part 1 (2.5a):

If Pfizer cannot deliver the amount they committed to on time, they would decide how much and when the country will get, and "Purchaser shall be deemed to agree to any revision.".

(a) If Authorization is received but there is insufficient supply to deliver the full number of Contracted Doses on the Delivery Schedule (including the Adjusted Delivery Schedule), including to the extent any shortage is due to a requirement of Pfizer to divert available supply of the Product to another market, Pfizer shall work collaboratively to provide notice (and manage any communications associated with any Product shortages). Following receipt of such notification, Purchaser shall execute any instructions set out in the notice in a timely fashion (and in no event longer than 24 hours). Subject to the foregoing, including any requirement by Pfizer to divert Product to another market, Pfizer shall decide on necessary adjustments to the number of Contracted Doses and Delivery Schedule due to the Purchaser to reflect such shortages based on principles to be determined by Pfizer under the then existing circumstances ("**Allocation**") which shall be set out in such notice. Purchaser shall be deemed to agree to any revision.

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Shortage, part 2 (2.5b)

"Purchaser hereby waives all rights and remedies that it may have at Law, in equity or otherwise….(for) failure by Pfizer to deliver the Contracted Doses in accordance with the Delivery Schedule."

(b) Purchaser hereby waives all rights and remedies that it may have at Law, in equity or otherwise, arising from or relating to: (i) any failure by Pfizer to develop or obtain Authorization of the Product in accordance with the estimated dates described in this Agreement; or (ii) any failure by Pfizer to deliver the Contracted Doses in accordance with the Delivery Schedule. In the event of an inconsistency between the provisions of this Section 2.5 (Product Shortages) and those of other sections of this Agreement, the provisions of this Section 2.5 (Product Shortages) shall control and supersede over those of other sections of this Agreement to the extent of such inconsistency.

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Shortage, part 3 (2.6)

"Under no circumstances will Pfizer be subject to or liable for any late delivery penalties."

Under no circumstances will Pfizer be subject to or liable for any late delivery penalties.

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Purchase price

We already talked about it – $10 per dosage, with upfront payment of $2 per dosage, or 200 million dollars, which Pfizer MIGHT supply.

(a) In partial consideration of the Contracted Doses, Purchaser shall pay an upfront payment of 200,002,140.00USD (calculated as 2USD/dose multiplied by the Contracted Doses) within ten (10) days of receipt of an invoice from Pfizer issued on or after the Effective Date (the "**Advance Payment**"); provided, however, that Pfizer shall have no obligation to ship or deliver Product until receipt of the Advance Payment and Delivery Price. All amounts due hereunder shall be paid in US Dollars (USD) in the bank account indicated by Pfizer with no reduction of set-off whatsoever. The Purchaser is solely responsible for carrying out the foreign exchange agreement with a local bank aiming at remitting funds for the payment of the Price.

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You must pay

Purchaser is not allowed "to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Pfizer", regardless what.

(c) Purchaser shall not, and acknowledges that it will have no right, under this Agreement, any Purchase Order, any other agreement, document or Law, to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Pfizer, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Pfizer or a Pfizer Affiliate.

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cGMP – part two.

What is the cGMP for mRNA product which was never approved for humans before? Is the gene therapy itself is not covered by cGMP?

Pfizer shall manufacture and supply the Product in material accordance with the Specifications and cGMP. Such Specifications may be revised through written notification by Pfizer to Purchaser to conform to the Authorization or changes to the manufacturing or distribution of the Product.

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NO serialization, No TESTING is allowed, no specific requirements by local authorities.

“Pfizer will not agree to request for local testing or request for lot release protocol or requests for registration samples” !!!

(c) Prior to delivery, Pfizer shall comply with all conditions (in the relevant timescales) set out in the Authorization; provided, however, that Purchaser shall grant, or obtain on Pfizer's behalf, all exemptions, exceptions, and waivers of country specific requirements for the Product granted or permitted by the Government authority (including but not limited to serialization, applicable laboratory or quality testing and/or marketing information form submission and approval), which requirements, absent an exemption, exception or waiver, would prevent Pfizer from supplying and releasing the Product in Brazil upon receipt of the Authorization. In order to maintain an efficient supply chain for the manufacture, release and supply of the Product, Pfizer will be solely responsible for determination of manufacturing and testing locations and will conduct testing in accordance with the Authorization. Pfizer will not agree to requests for local testing or requests for lot release protocols or requests for registration samples in this Agreement or in subsequent amendments or extensions of this Agreement.

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Pfizer shall perform all bulk holding stability, manufacturing trials, validation (including, but not limited to, method, process and equipment cleaning validation), raw material, in-process, bulk finished product and stability (chemical or microbial) tests or checks required to assure the quality of the Product and tests or checks required by the Specifications and cGMP.

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Comment about serialization: Normally, each vaccine manufactured must have a batch related information, to be able to trace it, in case of adverse response to the vaccine. There are protocols for vaccinating children, for example, and one of the most important element in the training of those who inject any substance to human body is to register the details of the batch (lot) of the product (alongside the time, date, location, who administered it etc.)

[UPDATE – Aug 2021) while the batch information is present on the bottle (validated by FDA documentation on the matter), the lack of serialization is confusing, it stand against EU regulation, and it confusing why it was inserted as a legal clause.

Product rejection

You can only reject on cGMP OR latent defect (see above), but remember – YOU ARE NOT ALLOWED TO TEST THE PRODUCT !!!!

(a)Purchaser may reject any Product that does not materially conform to Specifications or cGMP (“**Non-Complying Product**”) by providing written notice of rejection to Pfizer and setting out detailed reasons for such rejection: (i) immediately (and in no event more than twenty-four (24) hours) upon delivery at the Place of Destination of such Non-Complying Product to Purchaser; or (ii) immediately and in no event more than twenty-four (24) hours upon its first knowledge of a Latent Defect. In the event notice is not provided within twenty-four (24) hours from delivery, the Product shall have been deemed accepted. Pfizer shall respond to any rejection and notice of Non-Complying Product from Purchaser in a timely manner. For clarity, Purchaser shall not be entitled to reject any Product based on service complaints unless a Product does not materially conform to Specifications or cGMP.

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Pfizer is the law

If you still want to file a complaint, **Pfizer** will test and tell you if they will decide if something is wrong or not, after all, you are not allowed to test, or to get it to be tested by a third party.

(b)Pfizer shall conduct an analysis of the causes of any such quality-related complaint and shall report to Purchaser on any corrective action taken. If Pfizer's inspection and testing reveals, to Pfizer's reasonable satisfaction, that such items of the Product are Non-Complying Product and that any such non-conformity or defect has not been caused or contributed to by any abuse, misuse, neglect, negligence, accident, improper testing, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Pfizer, Pfizer shall use Commercially Reasonable Efforts to replace such Non-Complying Product as soon as practicable at no additional charge to Purchaser. In such circumstances, Pfizer will further arrange for reverse logistics for Product collection and manage the destruction of the Non-Complying Product. Until collection, Purchaser shall store and maintain the relevant Non-Complying Product in appropriately secure locations and in accordance with the manufacturers' specifications. Notwithstanding any other provision of this Agreement, this Section 4.4(b) contains Purchaser's sole and exclusive remedy for Non-Complying Product. The provisions of this Section 4.4 (Rejection of Product; Disposal of Rejected Shipments) shall survive termination or expiration of this Agreement.

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Deadly Recall

Purchaser must pay for all recall expenses, unless it can prove that Pfizer performed “a wrongful act, willingly and knowingly committed without legal or factual justification, with the intent to cause the harmful effects”.

Purchaser shall be responsible for all costs of any recall or market withdrawal of the Product in Brazil, including, without limitation, reasonable costs incurred by or on behalf of Pfizer and its Affiliates or BioNTech and its Affiliates, except to the extent that such recall or market withdrawal results from willful misconduct (being a wrongful act, willingly and knowingly committed without legal or factual justification, with the intent to cause the harmful effects) on the part of, Pfizer or any of its Affiliates or any of their respective Personnel, in which event Pfizer will be responsible solely for: (a) any reasonable and documented out of pocket expenses directly incurred by Purchaser to third parties in implementing such recall or market withdrawal; and (b) replacing, at Pfizer's expense, the Product which has to be recalled.

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The purchaser hereby confirm there are no laws that can conflict with this contract.

(b) No Conflicts or Violations. The execution and delivery of this Agreement by such Party and the performance of such Party's obligations hereunder (i) do not conflict with or violate any Laws existing as of the Effective Date and applicable to such Party and (ii) do not conflict with, violate, breach or constitute a default under, and are not prohibited or materially restricted by, any contractual obligations of such Party existing as of the Effective Date; and

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But I had a warranty!!!

No, you actually have no warranty, not even for the "fitness {of the product} for a particular purpose."

5.4 No Other Warranty.

Except to the extent set out expressly in this Agreement, all conditions, warranties or other terms which might have effect between the Parties or be implied or incorporated into this Agreement (whether by statute, common law or otherwise) are hereby excluded to the fullest extent permitted by Laws. Without prejudice to the general nature of the previous sentence, unless this Agreement specifically states otherwise and to the maximum extent permitted by Law, Pfizer expressly disclaims any representations or warranties with respect to the Product, including, but not limited to, any representation, warranties or undertaking as to (a) non-infringement of Intellectual Property rights of any third party; (b) that there is no requirement to obtain a license of third party Intellectual Property rights to enable the use or receipt of the Product; (c) merchantability; or (d) fitness for a particular purpose.

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"Purchaser further acknowledges that the long-term effects and efficacy of the Vaccine are not currently known and that there may be adverse effects of the Vaccine that are not currently known. Further, to the extent applicable, Purchaser acknowledges that the Product shall not be serialized."

5.5 Purchaser Acknowledgement.

Purchaser acknowledges that the Vaccine and materials related to the Vaccine, and their components and constituent materials are being rapidly developed due to the emergency circumstances of the COVID-19 pandemic and will continue to be studied after provision of the Vaccine to Purchaser under this Agreement. Purchaser further acknowledges that the long-term effects and efficacy of the Vaccine are not currently known and that there may be adverse effects of the Vaccine that are not currently known. Further, to the extent applicable, Purchaser acknowledges that the Product shall not be serialized.

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[UPDATE] – 3rd of August, 2021: 6.3 Mutual Termination Rights.

When you see the NY TIMES telling you that the FDA is about to give Pfizer an approval for their vaccine by early next month (early September):

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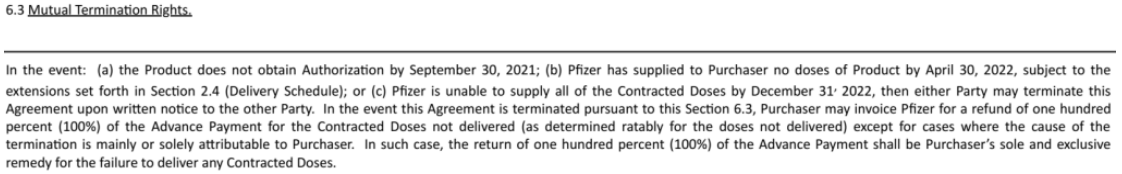
THIS IS THE REAL REASON:

"In the event: (a) the Product does not obtain Authorization by September 30, 2021…then either Party may terminate this Agreement upon written notice to the other Party."

BOOM


6.3 Mutual Termination Rights.

In the event: (a) the Product does not obtain Authorization by September 30, 2021; (b) Pfizer has supplied to Purchaser no doses of Product by April 30, 2022, subject to the extensions set forth in Section 2.4 (Delivery Schedule); or (c) Pfizer is unable to supply all of the Contracted Doses by December 31, 2022, then either Party may terminate this Agreement upon written notice to the other Party. In the event this Agreement is terminated pursuant to this Section 6.3, Purchaser may invoice Pfizer for a refund of one hundred percent (100%) of the Advance Payment for the Contracted Doses not delivered (as determined ratably for the doses not delivered) except for cases where the cause of the termination is mainly or solely attributable to Purchaser. In such case, the return of one hundred percent (100%) of the Advance Payment shall be Purchaser's sole and exclusive remedy for the failure to deliver any Contracted Doses.

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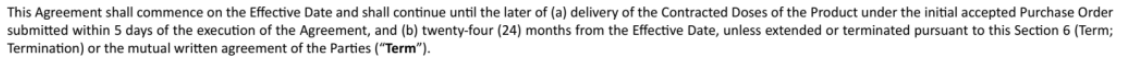
THE CONTRACT WILL LASTS 2 YEARS

Pfizer have 2 years to deliver what it promised. If they do. Remember – no promising!


This Agreement shall commence on the Effective Date and shall continue until the later of (a) delivery of the Contracted Doses of the Product under the initial accepted Purchase Order submitted within 5 days of the execution of the Agreement, and (b) twenty-four (24) months from the Effective Date, unless extended or terminated pursuant to this Section 6 (Term; Termination) or the mutual written agreement of the Parties ("**Term**").

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The Brazilian Contract – Indemnification

Purchaser hereby agrees to indemnify, defend and hold harmless Pfizer, BioNTech, each of their Affiliates… and each of the officers, directors, employees and other agents and representatives… from and against any and all suits, claims, actions, demands, losses, damages, liabilities, settlements, penalties, fines, costs and expenses, whether sounding in contract, tort (delict), intellectual property, or any other (losses) caused by, arising out of, relating to, or resulting from the Vaccine, including… prescribing, administration, provision, or use of the Vaccine"

8. Indemnification.

8.1 Indemnification by Purchaser

Purchaser hereby agrees to indemnify, defend and hold harmless Pfizer, BioNTech, each of their Affiliates, contractors, sub-contractors, licensors, licensees, sub-licensees, distributors, contract manufacturers, services providers, clinical trial researchers, third parties to whom Pfizer or BioNTech or any of their respective Affiliates may directly or indirectly owe an indemnity based on the research, development, manufacture, distribution, commercialization or use of the Vaccine, and each of the officers, directors, employees and other agents and representatives, and the respective predecessors, successors and assigns of any of the foregoing ("**Indemnitees**"), from and against any and all suits, claims, actions, demands, losses, damages, liabilities, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' and other counsels' fees and other expenses of an investigation or litigation), whether sounding in contract, tort (delict), intellectual property, or any other theory, and whether legal, statutory, equitable or otherwise by any natural or legal person (collectively, "**Losses**") caused by, arising out of, relating to, or resulting from the Vaccine, including but not limited to any stage of design, development, investigation, formulation, testing, clinical testing, manufacture, labeling, packaging, transport, storage, distribution, marketing, promotion, sale, purchase, licensing, donation, dispensing, prescribing, administration, provision, or use of the Vaccine, any information, instructions, advice or guidance provided by Pfizer and relating to the use of the Vaccine, or any processing or transfer of anyone's personal information processed and transferred by the Purchaser to the Indemnitees.

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Pfizer has the option to defend itself, or to require the country to perform the defense (with the oversight of Pfizer). Any settlement or agreement must be approved by Pfizer. Pfizer keep the right to "reasonably cooperate with Purchaser in the defense of any Indemnified Claims conducted and controlled by Purchaser."

The Indemnitee(s) shall notify Purchaser of Losses for which it is seeking indemnification pursuant hereto ("**Indemnified Claims**"). Upon such notification, the Indemnitee(s) shall have the option to conduct and control the defense or to require Purchaser to promptly assume conduct and control of the defense of such Indemnified Claims with counsel acceptable to Indemnitee(s), whether or not the Indemnified Claim is rightfully brought; provided, however, that Purchaser shall provide advance notice in writing of any proposed compromise or settlement of any Indemnified Claim and in no event may Purchaser compromise or settle any Indemnified Claim without Indemnitee(s)'s prior written consent, such consent not to be unreasonably withheld. Indemnitee(s) shall reasonably cooperate with Purchaser in the defense of any Indemnified Claims conducted and controlled by Purchaser.

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Pfizer has the right to participate of any legal proceedings as part of the defense.

8.3 Participation Rights

Each Indemnitee shall have the right to retain its own counsel and to participate in Purchaser's defense of any Indemnified Claim, at its own cost and expense except as set forth below. A failure by the Indemnitee(s) to give timely notice or to offer to tender the defense of the action or suit pursuant to this Section 8.3 (Participation Rights) shall not limit the obligation of Purchaser under this Section 8, except and only to the extent Purchaser is actually prejudiced thereby.

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If Pfizer things a country is not defending itself enough, they will take over the legal case (and the country will be forced to pay for it)

8.4 Assumption of Defense

Notwithstanding the foregoing and without prejudice to Section 12.5 (Third Party Rights), Pfizer, directly or through any of its Affiliates or through BioNTech, may elect to assume control of the defense of an Indemnified Claim (a) within thirty (30) days of Indemnitee's notice to Purchaser of the Indemnified Claim or (b) at any time if, in Pfizer's sole discretion: (i) Purchaser fails to timely assume the defense of or reasonably defend such Indemnified Claim(s) in good faith to the satisfaction of Pfizer (or Pfizer's Affiliates and BioNTech); or (ii) Pfizer believes (or any of Pfizer's Affiliates or BioNTech believe) in good faith that a bona fide conflict exists between Indemnitee(s) and Purchaser with respect to an Indemnified Claim hereunder. Upon written notice of such election, Pfizer shall have the right to assume control of such defense (directly or through either one of its Affiliates or BioNTech), and Purchaser shall pay (as incurred and on demand), all Losses, including, without limitation, the reasonable attorneys' fees and other expenses incurred by Indemnitee(s), in connection with the Indemnified Claim. In all events, Purchaser shall cooperate with Indemnitee(s) in the defense, settlement or compromise of the Indemnified Claim.

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Even if a court of law will decide that there is a place for compensation, the country must pay all court related costs to Pfizer on a quarterly basis.

8.6 Costs

Costs and expenses, including, without limitation, fees and disbursements of counsel, incurred by the Indemnitee(s) in connection with any Indemnified Claim shall be reimbursed on a quarterly basis by Purchaser, without prejudice to Purchaser's right to refund in the event that Purchaser is ultimately held in a final, non-appealable judgment or award to be not obligated to indemnify the Indemnitee(s).

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The Brazilian Contract – Product Liability

The country should get an insurance for the performance of the product, because "**In no instance shall Pfizer and its Affiliates be liable to Purchaser…for any liabilities of Purchaser to any third party, including, without limitation, through contribution, indemnity, or for any claim for which Purchaser would have to indemnify Pfizer if that claim were brought directly against Pfizer.**"

Or in other words – if someone sues Pfizer and win, the country must pay for it, so they should get insured.

9.2 Limits on Liability

(a)Subject to the exclusions set forth in Section 9.3, in no circumstances shall (i) either Party be liable to the other Party or its Affiliates, whether arising in tort (including, without limitation, negligence), contract or otherwise, for any indirect, special, consequential, incidental or punitive damages, whether in contract, warranty, tort, negligence, strict liability or otherwise arising out of or relating to this Agreement, the transactions contemplated therein or any breach thereof (whether or not reasonably foreseeable and even if the first Party had been advised of the possibility of the other Party incurring such loss or type of loss), and (ii) in the case of Pfizer and its Affiliates, in no event shall Pfizer be liable to Purchaser for any direct damages except to the extent such direct damages were a result of a material breach of a representation or warranty by Pfizer under this Agreement that directly and solely caused the damage. In no instance shall Pfizer and its Affiliates be liable to Purchaser (whether arising in warranty, tort (including, without limitation, negligence), contract, strict liability or otherwise) for any liabilities of Purchaser to any third party, including, without limitation, through contribution, indemnity, or for any claim for which Purchaser would have to indemnify Pfizer if that claim were brought directly against Pfizer.

(https://infoseq.files.wordpress.com/2021/07/image-55.png)

The total liability of Pfizer is the cost of the contract, not a penny/cent/pesos more.

(b)The aggregate liability of Pfizer and its Affiliates (whether arising in warranty, tort (including, without limitation, negligence), contract, strict liability or otherwise) arising out of, under or in connection with this Agreement shall not exceed a sum equivalent to one hundred percent (100%) of the total Price actually received by Pfizer under this Agreement for the Contracted Doses.

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The Embassies (and bank reserves, and any possible asset) clause

"Purchaser…waives any right of immunity which either it or its assets may have or acquire in the future including any assets controlled by any agency, instrumentality, central bank, or monetary authority of Brazil, in respect of any arbitration pursuant to Sec on 12.2 (Arbitration) or any other legal procedure…whether in Brazil or any other foreign jurisdiction, including but not limited to… immunity against precautionary seizure of any of its assets."

Purchaser, on behalf of itself and the State of Brazil, expressly and irrevocably waives any right of immunity which either it or its assets may have or acquire in the future (whether characterized as sovereign immunity or any other type of immunity), including any assets controlled by any agency, instrumentality, central bank, or monetary authority of Brazil, in respect of any arbitration pursuant to Section 12.2 (Arbitration) or any other legal procedure initiated to confirm or enforce any arbitral decision, order or award, or any settlement in connection with any arbitration pursuant to Section 12.2 (Arbitration), whether in Brazil or any other foreign jurisdiction, including but not limited to immunity against service of process, immunity of jurisdiction, or immunity against any judgment rendered by a court or tribunal, immunity against order to enforce the judgment, and immunity against precautionary seizure of any of its assets. Purchaser, on behalf of itself and the State of Brazil, further covenants and agrees not to assert any such immunity in any proceeding in

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New York, New York

"Purchaser, on behalf of itself and the State of Brazil, expressly and irrevocably submits to the jurisdiction of the courts of New York, or any other court of competent jurisdiction"

connection with this Agreement. Purchaser, on behalf of itself and the State of Brazil, expressly and irrevocably submits to the jurisdiction of the courts of New York, or any other court of competent jurisdiction, for the purposes of enforcing any arbitral decision, order or award, or any settlement in connection with any arbitration pursuant to Section 12.2 and represents and warrants that the Person signing this Agreement on its behalf has actual authority to submit to such jurisdiction. Purchaser also expressly and irrevocably waives the

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You cannot change the law

"Purchaser also expressly and irrevocably waives the application of any Law in any jurisdiction that may otherwise limit or cap its obligation to pay damages arising from or in connection with any Indemnified Claims."

represents and warrants that the Person signing this Agreement on its behalf has actual authority to submit to such jurisdiction. Purchaser also expressly and irrevocably waives the application of any Law in any jurisdiction that may otherwise limit or cap its obligation to pay damages arising from or in connection with any Indemnified Claims. Purchaser represents and warrants that the Person signing this Agreement on its behalf has actual authority to waive such immunity and bind Purchaser and the State of Brazil to the limitations of liability and liability waivers set forth herein.

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The "Purchaser (it)…will continue to have adequate (laws) and adequate funding…(to) fulfill the indentation obligations and provide adequate protection (to Pfizer and) shall maintain such (laws) and funding… for as long as necessary"

9.5 Conditions Precedent to Supply.

Purchaser represents that it has and will continue to have adequate statutory or regulatory authority and adequate funding appropriation to undertake and completely fulfil the indemnification obligations and provide adequate protection to Suppliers and all Indemnitees from liability for claims and all Losses arising out of or in connection with the Vaccine or its use. Purchaser hereby covenants and acknowledges and agrees that a condition precedent to supply of the Product hereunder requires that Purchaser shall implement and maintain in effect such statutory or regulatory requirements or funding appropriation sufficient to meet its obligations in this Agreement and thereafter shall maintain such statutory and regulatory requirement and funding appropriation, each as applicable, for so long as necessary to meet all of Purchaser's obligations under this Agreement, including, without limitation, any such obligations that, pursuant to Section 6.5, survive expiration or termination of this Agreement. For clarity, the sufficiency of such statutory or regulatory requirements or funding appropriation shall be in Suppliers' sole discretion. Purchaser acknowledges that Suppliers' supply of Product hereunder is in reliance (without any duty of investigation or confirmation by or on behalf of Pfizer or its Affiliates), *inter alia*, on Purchaser's representations and covenants under this Section 9.5, Purchaser implementing and

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The Brazilian Contract – Confidentiality

In clause 1.11 it was defined that "Confidential Information includes, without limitation, the terms and conditions of this Agreement."

1.11"**Confidential Information**" means all confidential or proprietary information, other than Exempt Information, in any form, directly or indirectly disclosed to Recipient or its Representatives by or on behalf of the Disclosing Party pursuant to this Agreement, regardless of the manner in which such information is disclosed, delivered, furnished, learned, or observed, either marked "Confidential" or, if oral, declared to be confidential when disclosed and confirmed in writing within thirty (30) days of disclosure. Confidential Information includes, without limitation, the terms and conditions of this Agreement. Failure to mark Confidential Information disclosed in writing hereunder as "Confidential" shall not cause the information to be considered non-confidential, with the burden on the Disclosing Party to prove such information clearly should have been known by a reasonable person with expertise on the subject matter, based on the nature of the information and the circumstances of its disclosure, to be Confidential Information, provided that the Disclosing Party has otherwise made good faith efforts to clearly mark Confidential Information as such.

In clause 1.18 it was described that "Disclosing Party" means *the Party or any of its Affiliates that discloses, or causes to be disclosed, Confidential Information to the other Party or any of its Affiliates*.

In clause 1.48 "Recipient" was described as "*the Party who receives Confidential Information from the other Party.*". In this case, **the contract was received by the country from Pfizer.**

Back to 10.1: Non-Use and Non-Disclosure:

1. **Contract must remain in strict confidentiality, countries are not allowed to be disclosed to 3rd party without the approval of the other side.**
2. **If required to share the contract due to legal or government directive, the country must inform Pfizer in advance so they could try and prevent it.**
3. **If failed to protect against exposure, the country legal council retract segments they believe should not be exposed.**
4. **The country is not allowed to expose the financial clauses OR the indemnification clauses**.

10.1 Non-Use and Non-Disclosure.

Each Recipient shall, and shall cause its Representatives which have access to the Disclosing Party's Confidential Information to, maintain in strict confidence, and shall not disclose to any third party, all Confidential Information observed by or disclosed to it by or on behalf of the Disclosing Party pursuant to this Agreement. Each Recipient shall not use or disclose such Confidential Information except as permitted by this Agreement. Each Recipient shall safeguard the confidential and proprietary nature of the Disclosing Party's Confidential Information with at least the same degree of care as it holds its own confidential or proprietary information of like kind, which shall be no less than a reasonable degree of care. The Recipient and its Representatives may use, copy, and make extracts of the Disclosing Party's Confidential Information only in connection with fulfilling its obligations under this Agreement and, without limiting the foregoing, shall not use the Confidential Information for the benefit of the Recipient or any of its Representatives, or for the benefit of any other Person. In the event that Recipient becomes aware of any breach of the obligations contained in this Section 10 (Confidential Information) by it or its Representatives, Recipient shall promptly notify the Disclosing Party in writing of such breach and all facts known to Recipient regarding same. In addition, if Recipient is required to disclose the Disclosing Party's Confidential Information in connection with any court order, statute or Government directive or requirement under any Law, Recipient shall give the Disclosing Party notice of such request, as soon as practicable, before such Confidential Information is disclosed so that the Disclosing Party may seek an appropriate protective order or other remedy, or waive compliance with the relevant provisions of this Agreement. If the Disclosing Party seeks a protective order or other remedy, Recipient shall promptly cooperate with and reasonably assist the Disclosing Party (at the Disclosing Party's cost) in such efforts. If the Disclosing Party fails to obtain a protective order or waives compliance with the relevant provisions of this Agreement, Recipient shall disclose only that portion of Confidential Information which its legal counsel determines it is required to disclose. Neither this Agreement nor the performance by either Party hereunder shall transfer to the Recipient any proprietary right, title, interest or claim in or to any of the Disclosing Party's Confidential Information (including, but not limited to, any Intellectual Property rights subsisting therein) or be construed as granting a license in its Confidential Information. Notwithstanding the foregoing, in all cases, (a) Purchaser may not disclose any of the financial or indemnification provisions contained in this Agreement, including, without limitation, the price per dose of Product or refundability of the Advance Payment or any information that could reasonably ascertain the price per dose of Product, without the prior written consent of Pfizer, and (b) Pfizer may disclose (i) Confidential Information to its Affiliates and BioNTech without prior written consent of Purchaser, and (ii) upon foreign government request, financial information relating to this Agreement, including cost per dose.

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Confidentiality, continued

Any breach of the confidentiality (of this contract) shall be considered the responsibility of the Recipient who exposed it to a 3rd party (representative):

10.2 Recipient Precautions.

In order to comply with the obligations contained in this Section 10 (Confidential Information), Recipient shall take at least the following precautions: (a) Recipient shall exercise all reasonable efforts to prevent unauthorized employees and unauthorized third parties from gaining access to Confidential Information (and in no event less than reasonable care); (b) Recipient shall disclose Confidential Information only to such of its Representatives who have a need to know such Confidential Information to fulfill its obligations under this Agreement; provided, however, before any disclosure of Confidential Information, Recipient shall bind its Representatives receiving such Confidential Information to a written agreement or obligation of confidentiality at least as restrictive as this Agreement; and (c) prior to any disclosure, Recipient shall instruct its Representatives of the confidential nature of, and to maintain the confidentiality of, the Confidential Information. Recipient shall be responsible for all actions of its Representatives, including, without limitation, any breach of the terms hereof, regardless of whether or not such Representatives remain employed or in contractual privity with the Recipient.

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A 10 years affair

The contract must be kept secret for 10 years.

10.4 Survival

The provisions of this Section 10 (Confidential Information) shall survive the termination or expiration of this Agreement for a period of ten (10) years, except with respect to any information that constitutes a trade secret (as defined under Law), in which case the recipient of such information will continue to be bound by its obligations under this Section 10 (Confidential Information) for so long as such information continues to constitute a trade secret, but in no event for a period of less than the ten (10)-year period specified above.

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Dispute resolution (12.1)

Disputes must be performed in New York, New York, USA.

irreparable harm. The Parties expressly and irrevocably submit to the jurisdiction of the courts of New York, New York, U.S.A. for any such injunctive relief. Further, the requirement to attempt to resolve a dispute in accordance with this Section 12.1 (Negotiations of Dispute) does not affect a Party's right to terminate this Agreement as provided in Section 6 hereof, and neither Party shall be required to follow these procedures prior to terminating the Agreement. The failure of either Party to participate in good faith discussions and negotiations in an attempt to resolve such dispute shall not delay the date by which the other Party may initiate arbitration under this Section 12.1 (Negotiations of Dispute).

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Arbirtation

1. Arbitration must be performed under the Rules of Arbitration of the International Court of Arbitration of the International Chamber of Commerce ("ICC").
2. The arbitration must be kept secret (exception list included)
3. The costs of the arbitration, including, without limitation, the Parties' reasonable legal fees, shall be on the loosing side.
4.

12.2 Arbitration.

Any dispute, controversy, or claim arising out of, relating to, or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof, or relating to arbitrability or the scope and application of this Section 12.2 (Arbitration), shall be finally resolved by arbitration. The arbitration will be at law and shall be conducted by three arbitrators, in accordance with the Rules of Arbitration of the International Court of Arbitration of the International Chamber of Commerce ("**ICC**"). The claimant shall nominate an arbitrator in its request for arbitration. The respondent shall nominate an arbitrator within thirty (30) days of the receipt of the request for arbitration. The two (2) arbitrators nominated by the Parties shall nominate a third arbitrator, in consultation with the Parties, within thirty (30) days after the confirmation of the later-nominated arbitrator. The third arbitrator shall act as chair of the tribunal. If any of the three (3) arbitrators are not nominated within the time prescribed above, then the ICC shall appoint the arbitrator(s). The seat of the arbitration shall be New York, New York, USA and it shall be conducted in the English language. The Parties undertake to maintain confidentiality as to all aspects of the arbitration, including its existence, content and result, and as to all submissions, correspondence and evidence relating to the arbitration proceedings. The foregoing sentence shall survive the termination of the arbitral proceedings. Notwithstanding the foregoing, a Party may disclose information relating to the arbitration proceedings to the extent that disclosure is required to protect or pursue a legal right related to the arbitration; enforce or challenge an award in bona fide legal proceedings; respond to a bona fide compulsory order or request for information of a governmental or regulatory body; make a disclosure required by securities Laws, rules of a securities exchange, or other similar Laws, regulations, or rules; or seek legal, accounting, or other professional services. The costs of the arbitration, including, without limitation, the Parties' reasonable legal fees, shall be borne by the unsuccessful Party or Parties. However, the arbitral tribunal may apportion such costs between the Parties if it determines that apportionment is reasonable, taking into account the circumstances of the case. The arbitration award shall be final and binding on the Parties, and the Parties undertake to carry out any award without delay. Judgment upon the award may be entered by any court having jurisdiction of the award or having jurisdiction over the relevant Party or its assets.

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Publicity:

1. A country is not allowed to mention Pfizer name without Pfizer approval.
2. The country must not disclose the existence of the contract, the clauses it contains nor its content, or the type of relationship with Pfizer without Pfizer consent.
3. Any press release regarding the agreement is subject to Pfizer approval.

12.3 Publicity.

A Party shall not use the name, trade name, service marks, trademarks, trade dress or logos of the other Party in publicity releases, advertising or any other publication, without the other Party's prior written consent in each instance. Purchaser shall not make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this Agreement, the wider transactions contemplated by it, or the relationship between the Parties (except as required by Law, and subject to the protections set forth in Section 10.1), without the prior written consent of Pfizer (such consent not to be unreasonably withheld or delayed). Any press release regarding this Agreement is subject to Pfizer's review and prior written approval.

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Governing Law:

The law that govern this contract is the laws of the states of New York, USA, (not the laws of the country).

12.4 Governing Law

All disputes shall be governed by the Laws of the State of New York, USA, without regard to conflict of Law principles other than Section 5-1401 of the New York General Obligations Law, except that any dispute regarding the arbitrability or the scope and application of this Section shall be governed by the Federal Arbitration Act of the United States.

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Affiliates:

1. The contract protect Pfizer and all of its affiliates (e.g. BioNTech, all of Pfizer subsiduries and legal entities etc.)
2. Any losses to the affiliates due to violations of the contract will be viewed as a loss of Pfizer and acted accordingly.

12.5 Third Party Rights.

(a) Purchaser agrees the applicable rights granted or provided to Pfizer under this Agreement are also granted or provided to Pfizer's Affiliates or to BioNTech to the extent that those rights relate to such Affiliates or BioNTech, including but not limited to the indemnification in Section 8.1 (each a "**Third Party Beneficiary**" and together the "**Third Party Beneficiaries**"). Each Third Party Beneficiary shall be entitled to enforce the terms of this Agreement; provided that, to the extent permissible by Law and where reasonably practicable, any claims, demands or actions from any Third Party Beneficiary shall be brought by Pfizer itself on behalf of the relevant Third Party Beneficiary.

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(b) Any Losses suffered by a Third Party Beneficiary will not be treated as being indirect solely because it has been suffered by a Third Party Beneficiary and not by Pfizer directly.

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Subcontracting:

Remember – this contract was signed with the ministry of health (on behalf of the Brazilian government).

1. I am not sure whether or not this means that the ministry is not allowed to delegate or subcontract any of its duties and obligations under this Agreement without the prior written consent of Pfizer. For sure for the country level.
2. Any such attempted assignment of rights or delegation or subcontracting of duties without the required prior written consent of the Pfizer shall be void and ineffective.
3. Pfizer can, without Purchaser's consent, assign, delegate or subcontract any of its duties and obligations under this Agreement to an Affiliate of Pfizer, BioNTech or an Affiliate of BioNTech.

12.7 Assignment; Binding Effect.

Neither Purchaser nor Pfizer shall assign any of its rights or delegate or subcontract any of its duties and obligations under this Agreement without the prior written consent of the other Party, which may be withheld at such Party's discretion, provided that Pfizer, without Purchaser's consent, may assign, delegate or subcontract any of its duties and obligations under this Agreement to an Affiliate of Pfizer, BioNTech or an Affiliate of BioNTech. Any such attempted assignment of rights or delegation or subcontracting of duties without the required prior written consent of the other Party shall be void and ineffective. Any such assignment, delegation or subcontracting consented to by a Party in writing shall not relieve the other Party of its responsibilities and liabilities hereunder and such assigning Party shall remain liable to other Party for the conduct and performance of each permitted assignee, delegate and subcontractor hereunder. This Agreement shall apply to, inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. Except for the Third Party Beneficiaries set forth under Section 12.5(a), the Parties agree that this Agreement is not intended by either Party to give any benefits, rights, privileges, actions or remedies to any Person or entity, partnership, firm or corporation as a third party beneficiary or otherwise under any theory of Law.

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eContract:

The digital version of contract which was sent electronically is considered to be legally executed.

12.15 Electronic Delivery and Storage.

Delivery of a signed Agreement by reliable electronic means, including facsimile or email (with receipt electronically confirmed), shall be an effective method of delivery of the executed Agreement. This Agreement may be stored by electronic means and either an original or an electronically stored copy of this Agreement can be used for all purposes, including in any proceeding to enforce the rights or obligations of the Parties to this Agreement.

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The agreement shall be viewed as if both parties have jointly wrote it.

Interesting statement, considering the statement of the ex-CEO of Pfizer in Brazil (see below).

12.17 Rule of Construction.

The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

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The English version of the contract is the one that is binding, not the local translation.

This Agreement shall be written and executed in, and all other communications under or in connection with this Agreement shall be in, the English language. Any translation into any other language shall not be an official version thereof, and in the event of any conflict in interpretation between the English version and such translation, the English version shall control.

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How much did Brazil pay so far?

This year Brazil has paid to Pfizer a total sum of $708,701,223 (yes, 708 MILLION dollars) for COVID19 vaccines to Pfizer (based on today's exchange rate of a total sum of 3,694,895,245.00 BRL). Here is the source (http://www.transparencia.gov.br/despesas/favorecido?

faseDespesa=3&favorecido=47609067&ordenarPor=data&direcao=desc). In May, Brazil ordered 100 million more dosages from Pfizer, using order 25000.062483/2021-08, this time at a price of $12 per dose (vs. $10).

ADDENDUM – 6th of august 2021:

The following message to the press was written by Denilson Oliveira, who works as a coordinator of communication AND a journalist for CDN Comunicação in Brazil, which Pfizer uses as a PR company: https://www.pfizer.com.br/noticias/sala-de-imprensa/contato-imprensa (https://www.pfizer.com.br/noticias/sala-de-imprensa/contato-imprensa)

This press release was published by CNN Brazil. (https://www.cnnbrasil.com.br/saude/2021/01/08/pfizer-diz-que-ofereceu-proposta-para-brasil-comprar-vacinas-em-agosto) Here is the English translation:

COMMUNICATION
Regarding negotiations with the Brazilian government for a possible supply of Pfizer and BioNTech's COVID-19 vaccine, the company clarifies:

✓ Based on a confidentiality agreement signed on July 31, 2020 between Pfizer and the Ministry of Health, the company cannot comment on details of the ongoing negotiation, but states that the clauses presented to the Government are in line with agreements reached in other countries around the world, including in Latin America, with several countries having already started vaccination, saving lives.

✓ Since the start of the pandemic, Pfizer has been searching for a therapeutic response that can help fight COVID-19. Globally, the company decided that the vaccine against COVID-19 is a good that should be offered to the general population, so it has allocated its efforts to negotiations with governments around the world at the same time, including with the Brazilian government, through negotiations that began in June 2020.

✓ Countries like the United States, Japan, Israel, Canada, the United Kingdom, Australia, Mexico, Ecuador, Chile, Costa Rica, Colombia, and Panama, as well as the European Union and other countries, have guaranteed a quantity of doses to start immunizing their populations, through an agreement that includes the same clauses presented to Brazil.

✓ Pfizer is still waiting for the Brazilian government's decision to establish a supply contract, based on the agreed terms and conditions required for a definitive agreement, based on the doses still available for distribution.

✓ The availability and delivery schedule of the doses to the country depends on the date of closing of the supply agreement in view of the high demand for doses and the ongoing contracts with other countries. Pfizer has submitted three proposals to the Brazilian government for a possible acquisition of 70 million doses of its vaccine. The first proposal was submitted by the company on August 15, 2020 and considered a quantity for delivery starting in December 2020.

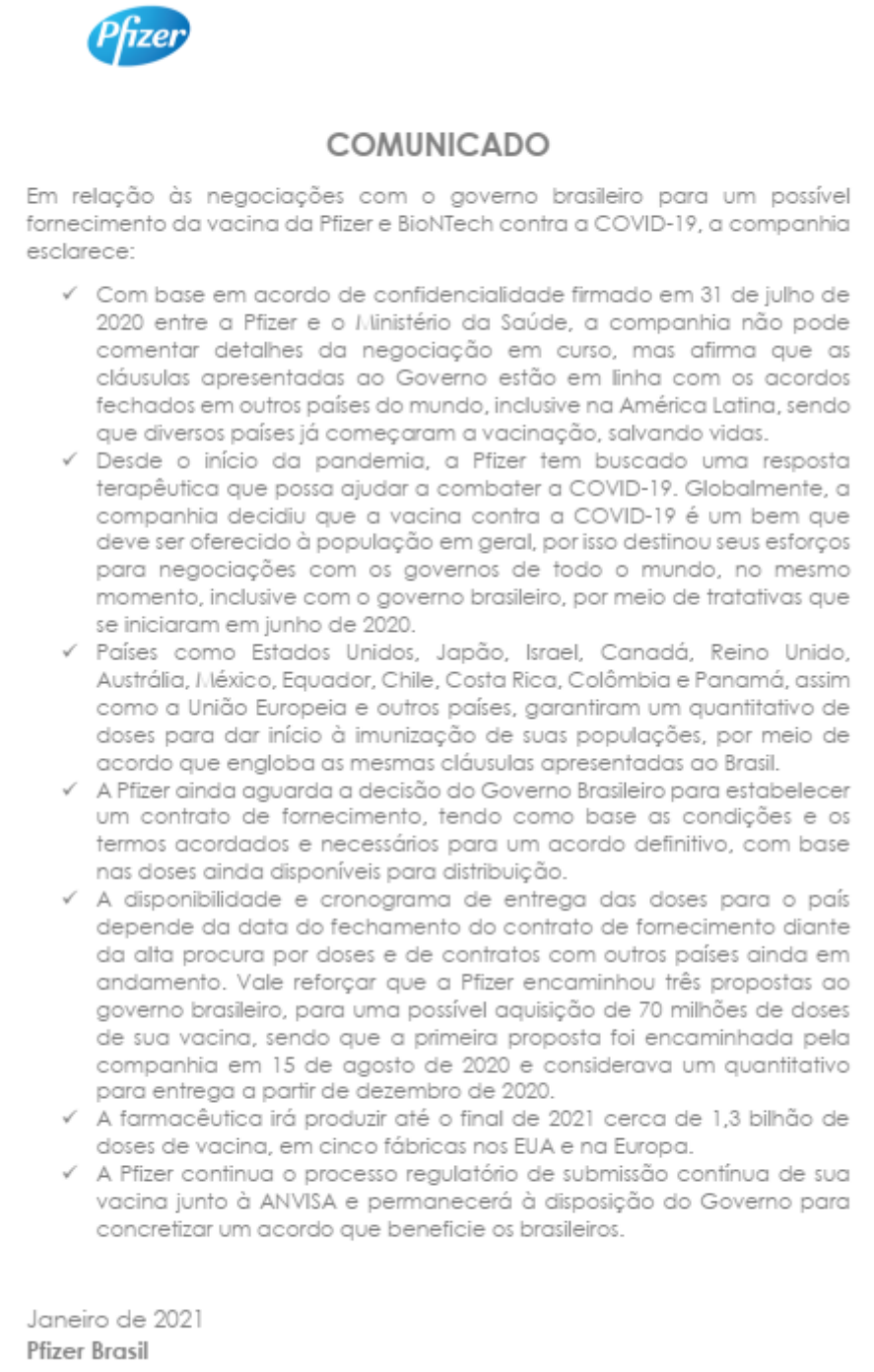
✓ The pharmaceutical company will produce about 1.3 billion doses of the vaccine by the end of 2021, in five plants in the US and Europe.

✓ Pfizer continues the regulatory process of continuous submission of its vaccine to ANVISA and will remain at the disposal of the Government to achieve an agreement that benefits Brazilians.

January 2021
Pfizer Brazil

———————————————-

Please visit my blog to see the article I've written on Brazil…



COMUNICADO

Em relação às negociações com o governo brasileiro para um possível fornecimento da vacina da Pfizer e BioNTech contra a COVID-19, a companhia esclarece:

- ✓ Com base em acordo de confidencialidade firmado em 31 de julho de 2020 entre a Pfizer e o Ministério da Saúde, a companhia não pode comentar detalhes da negociação em curso, mas afirma que as cláusulas apresentadas ao Governo estão em linha com os acordos fechados em outros países do mundo, inclusive na América Latina, sendo que diversos países já começaram a vacinação, salvando vidas.
- ✓ Desde o início da pandemia, a Pfizer tem buscado uma resposta terapêutica que possa ajudar a combater a COVID-19. Globalmente, a companhia decidiu que a vacina contra a COVID-19 é um bem que deve ser oferecido à população em geral, por isso destinou seus esforços para negociações com os governos de todo o mundo, no mesmo momento, inclusive com o governo brasileiro, por meio de tratativas que se iniciaram em junho de 2020.
- ✓ Países como Estados Unidos, Japão, Israel, Canadá, Reino Unido, Austrália, México, Equador, Chile, Costa Rica, Colômbia e Panamá, assim como a União Europeia e outros países, garantiram um quantitativo de doses para dar início à imunização de suas populações, por meio de acordo que engloba as mesmas cláusulas apresentadas ao Brasil.
- ✓ A Pfizer ainda aguarda a decisão do Governo Brasileiro para estabelecer um contrato de fornecimento, tendo como base as condições e os termos acordados e necessários para um acordo definitivo, com base nas doses ainda disponíveis para distribuição.
- ✓ A disponibilidade e cronograma de entrega das doses para o país depende da data do fechamento do contrato de fornecimento diante da alta procura por doses e de contratos com outros países ainda em andamento. Vale reforçar que a Pfizer encaminhou três propostas ao governo brasileiro, para uma possível aquisição de 70 milhões de doses de sua vacina, sendo que a primeira proposta foi encaminhada pela companhia em 15 de agosto de 2020 e considerava um quantitativo para entrega a partir de dezembro de 2020.
- ✓ A farmacêutica irá produzir até o final de 2021 cerca de 1,3 bilhão de doses de vacina, em cinco fábricas nos EUA e na Europa.
- ✓ A Pfizer continua o processo regulatório de submissão contínua de sua vacina junto à ANVISA e permanecerá à disposição do Governo para concretizar um acordo que beneficie os brasileiros.

Janeiro de 2021
Pfizer Brasil

(https://infoseq.files.wordpress.com/2021/08/image-18.png)

FINISHED!!!

Why is this contract so important? because Carlos Murilo, who is now the CEO for Latin America for Pfizer but was the head of Pfizer in Brazil in 2020 has testified to the Brazilian committee that **PFIZER DEMANDED THE SAME CONDITION FOR THE PURCHASE OF VACCINES AGAINST COVID19 FROM ALL COUNTRIES**. However, his statement that the claim that Pfizer might go after assets such as the embassies in which he said it is a distorted information is not correct. They might not go after them, but they have all the legal right to do so based on this contract…

Via CNN:

Murillo pointed out that, apart from regional changes in the agreements, the contract that has been suggested to Brazil is the same as the one signed by 110 other countries, and stated that none of these countries have contested the clauses in the contract that refer to liability for the vaccine's side effects.

"The conditions that Pfizer sought for Brazil are exactly the same conditions that Pfizer has negotiated and signed, at this moment, with more than 110 countries in the world.[…] From the point of view of our international consistency, given the pandemic situation, given our vaccine development process, these were the conditions negotiated and accepted by 110 countries with whom Pfizer has signed the contract today," he said.

Carlos Murillo diz que cláusulas criticadas pelo Brasil valem em 110 países

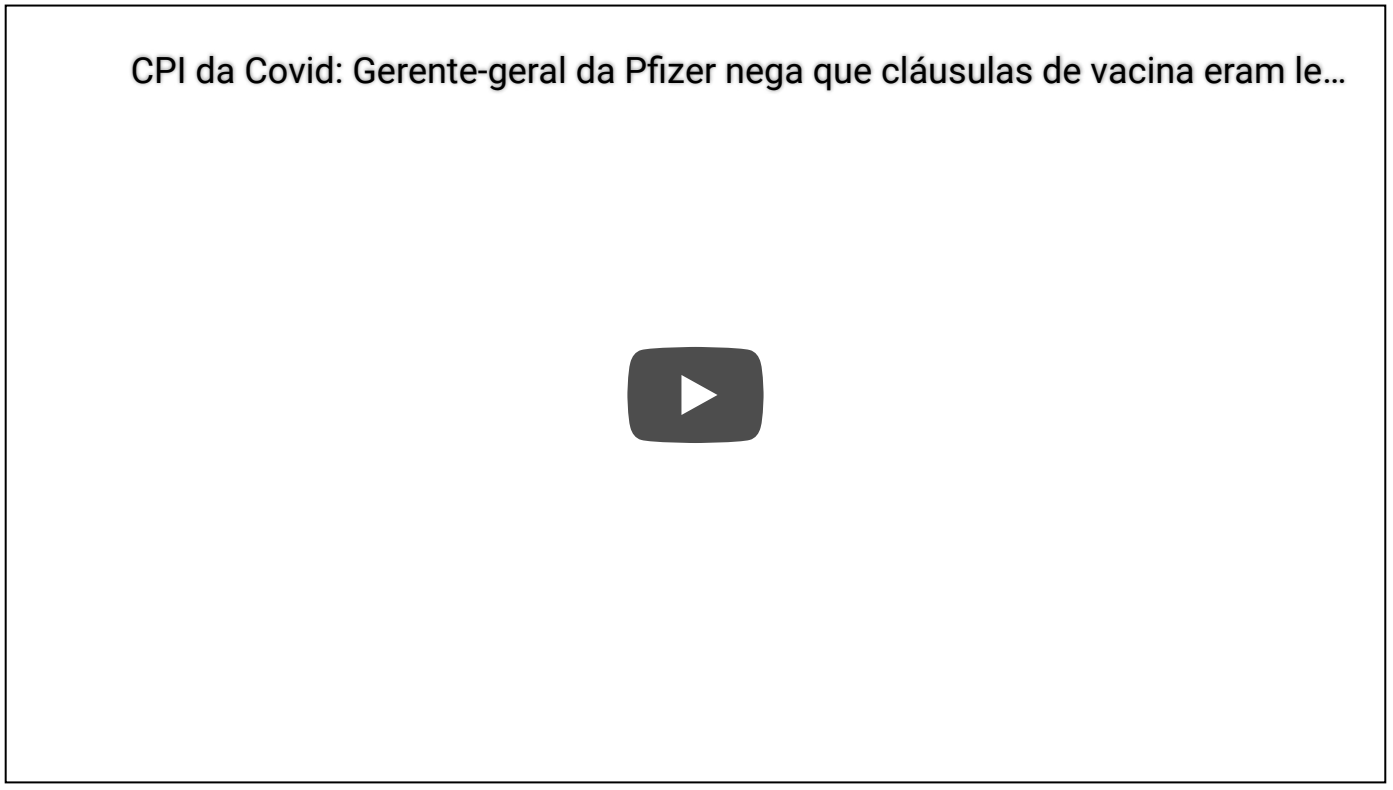
Em janeiro, Ministério da Saúde divulgou nota afirmando que as cláusulas da Pfizer para a venda de vacinas ao governo federal eram "abusivas"

CNN Brasil 0

ONE MORE SOURCE:

Former president of Pfizer in Brazil and CEO for Latin America, Carlos Murillo said today in testimony to Covid's CPI that the clauses proposed by the pharmaceutical company for the offer of vaccines to Brazil are not “leonines”, as stated by the former minister of Eduardo Pazuello Health. According to Murillo, Pfizer demanded the same conditions for the purchase of vaccines against covid-19 from all countries. In addition, he said that claims that the drugmaker would have demanded state assets such as embassies and military bases as collateral are not correct. “It's distorted information,” he declared.

(https://infoseq.files.wordpress.com/2021/08/e7qebzexsaanjjg1.png)



A longer video review on the testimony can be found here (https://www.youtube.com/watch?v=iBNYyTQkkKE).

UPDATE – SEPTEMBER 2021

Addendum (2nd of August, 2021)

I received the following comment on Telegram, and I thought of sharing it with you:

"Ehden, correction here. When you mentioned in this part: "The president of Covid's Parliamentary Inquiry Commission (CPI), Omar Aziz, has imprisoned former director of Logistics at the Ministry of Health, Roberto Ferreira Dias, on charges of lying during his testimony.", what in fact happened is that not one single penny was ever paid for the Covaxin. No contract. And the supplier have correct the invoice (not the purchase) where these values were mistakenly (or by purpose) stated.

The reason he was arrested is that this CPI (Inquisition) is not trying to investigate who really has embezzled Federal Government money, that were Governors and Mayors.
They are trying to blame the Federal Government.
But a decision by the Supreme Court, back in April's 07 2020, pull out of Federal Government it's duty to tackle the fraudemic, hence it's responsibility was to send OUR money to Governors and Mayors. And these guys went to Supreme Court, asked and were heard, NOT TO pay testimony in this CPI. That's the major point. **No State or Municipality has authority to make contracts with Pharmaceutical Companies for they don't have the guarantees to provide during contract phase. That's why Pfizer asked for the sovereign assets in many cases: only Federal Government has it."**

FINAL THOUGHTS

This was a LONG review. I tried to cover everything I saw in the contract. REMEMBER – I AM NOT A LEGAL EXPERT, everything above are MY OPINON and my OWN interpretation.

I am not a legal expert, but you don't need to be a legal expert to identify risks. I work in information security for many years, I help organizations manage risks of confidentiality, integrity and availability for a living.

If I can see endless contractual risks in this contract, and I am not a lawyer, I can assure you that lawyers would have noticed it.

1. This contract MUST have been approved by the legal departments not only of the ministry of health but the legal department of the Brazilian government. If not, it is a legal suicide.
2. Who are the legal experts who vetted this contract on behalf of the ministry of health and the governments?
3. Where they qualified to vet such a contract, considering the international jurisdiction involved?
4. If such legal experts vetted the contract, who saw the legal risk assessment and who signed off for the legal risks?
5. Was the person or body which signed off for the risk (accepted the legal risks) had the authority to do so?
6. Why citizens were not being presented with the contract and the contractual risk assessment prior to the agreement?
7. Why do citizens still being denied access to the contract their country signed in most of the countries of the world?

This is not a regular contract, this is a contract which introduce a magnitude of legal risks and huge liabilities to the countries that signed such an agreement. This contract impact every citizen, it strip away our rights, as citizens. This is not an agreement with a company, it is an agreement with a foreign power, a foreign government who sets up the rules and subjugate countries to follow them.

Every country that has signed this contract with Pfizer has been forced into becoming a pharmaceutical Banana Republic, where the priorities of a multinational supersede the priorities of its citizens. You might think that you live in the US, Canada, Israel, Brazil, or the United Kingdom, but in fact you are living in Pfizerland, or Modernaland, or AstraZenecaLand.

The contracts I have published brought to light the fact that our governments have been forced to sign such agreements without our knowledge and our consent as citizens, which turned our world into one big **pharmaland**. I do not want any company to be above the rule of law of my country, and I do not want my country to change its laws so that a company can be exempted from what we, as citizens of the country, are required to abide by. Our governments and ministries are supposed to serve us, not a pharmaceutical multinational, any other multinational company.

This needs to end, RIGHT NOW.

DO NOT FORGET TO VISIT MY POST – WHAT IF THE CONTRACT ARE ILLIGAL?

https://wordpress.com/post/senseofawareness.com/2338
(https://wordpress.com/post/senseofawareness.com/2338)

I want to leave you with the REAL Brazil… I ❤ Brazil

This Post was posted in Uncategorized. Bookmark the permalink.

19 thoughts on “PfizerLeak: Exposing the Pfizer Manufacturing and Supply Agreement – The Brazilian Job (DAY 5&6)”

1. Pingback: Por que? – O Grito
2. **Boysie Dent** says:
   02/08/2021 at 4:50 am
   I wish to download the complete document – is this possible?

   Reply
3. Pingback: PFIZERLEAK: EXPOSING THE PFIZER MANUFACTURING AND SUPPLY AGREEMENT – THE BRAZILIAN JOB – Freedom Of Speech
4. **srl42** says:
   04/08/2021 at 7:58 pm
   Now…what if Pfizer was given the formula by an (underground) group in South Africa, the formula for a real vaccine, one that actually worked, protected against all the variants indefinitely, that did not have the lethal side effects, that had been given to a very select few (1500 ppl) with good success? And then Pfizer seized the opportunity to take the entire world hostage while making a boatload of money by selling vaccines that are incomplete, faulty, do not cover the variants and carry genocidal risks?

And then with the ongoing sale of boosters, they could solidify their control over the world 'health by subscription'?
That would explain some of this egregiously onerous contractual arrangement wouldn't it?
Excellent analysis sir, you hit it out of the park. I'm beginning to understand why public procurement is so very secretive and obscure when it comes to the contracts that are entered into on behalf of the citizens.
The September 30 expiry is notable too.
Another item, specific to Canada – is that the interim order under which the injections are approved for use (emergency use authorization), is set to expire on Sept 16. So this is why they're so anxious to get the full approval beforehand. Because if they don't, the pharmaglobo takeover falls apart.

Reply

- **Ehden Biber** says:
  05/08/2021 at 1:31 am
  Hi there
  Thank you for your feedback. Yes, the whole acceleration of the approval is because of the contracts. There are more layers… will speak about them hopefully in my next post.
  Stay safe!
  Ehden

  Reply

5. Pingback: ההאשטג ששבר את טויטר, מגלה לכם את הסודות בחוזים החשאיים של פייזר – PfizerLeak-מגה סקופ בלעדי: יוצר ה! | Sense of Awareness
6. Pingback: Unikla smlouva, kterou Pfizer podepisuje se státy - alarmující znění a důsledky pro nás všechny (#PfizerLeak)
7. Pingback: PfizerLeak – What If the Pfizer Contracts Were Declared Illegal? | Sense of Awareness
8. Pingback: #PFIZERLEAK – UNIKLÁ SMLOUVA, KTEROU PFIZER PODEPISUJE SE STÁTY – ALARMUJÍCÍ ZNĚNÍ A DŮSLEDKY PRO NÁS VŠECHNY (VIDEA + Titulky + Přepis) » Oral.sk - Porno Politika
9. **Harry Bos** says:
   11/08/2021 at 9:45 pm
   Is there a possibility to download the eu contract

   Reply

   - **Ehden Biber** says:
     11/08/2021 at 11:54 pm
     Visit my Telegram…

     Reply

10. Pingback: TSA is Now Flagging Conservative Reporters as Homeland Security Threats and Domestic Terrorists
11. Pingback: Homeland Security and TSA are Now Flagging Conservative Figures as "Domestic Terrorists" - Free Independent News
12. Pingback: Pfizers geheimer Impfstoff-Vertrag geleakt: Pfizer kassiert, Regierungen zahlen und tragen mit den Geimpften alle Risiken – Rosenheim Alternativ
13. Pingback: "It's Not Worth the Risk" Big Pharma Panicking Covid Vaccines Will Not Get FDA Approval by Sept 30 Deadline
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