

## CONFIDENTIAL DISCLOSURE AGREEMENT

This CONFIDENTIAL DISCLOSURE AGREEMENT (this “Agreement”) dated as of March 25, 2019 (the “Effective Date”) by and between LIFFEY BIOTECH LTD., an Irish limited company with offices at 70 Sir John Rogerson’s Quay, Ireland (together with its affiliates, “**Liffey**”), Pfizer Inc., a corporation organized and existing under the laws of Delaware, , with offices at 235 East 42<sup>nd</sup> Street, New York, New York 10017 (“**Pfizer**”), and Liffey and Pfizer shall each be individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties possess certain Confidential Information (as defined below) which in the case of Pfizer relates to its pneumococcal conjugate vaccines (the “Pfizer Subject Matter”) and in the case of Liffey relates to compositions of pneumococcal vaccines intellectual property that will be auctioned off and is listed in Appendix A (the “Liffey Subject Matter”) and each desire to disclose to and receive from the other such Confidential Information for the Purpose (as defined below).

The Parties hereby agree as follows:

1. Definitions:

“**Affiliates**” means, with respect to each Party, the Person’s that (directly or indirectly) control, are controlled by, or are under common control with the named Party. For purposes of this definition, “control” (including, with correlative meanings, “controlled by”, “controlling” and “under common control with”) means (a) possession, direct or indirect, of the power to direct or cause direction of the management or policies of an entity (whether through ownership of securities or other ownership interests, by contract or otherwise), or (b) beneficial ownership of at least fifty percent (50%) of the voting securities or other ownership interest (whether directly or pursuant to any option, warrant or other similar arrangement) or other comparable equity interests of an entity.

“**Confidential Information**” means all confidential or proprietary information relating to the Disclosing Party, regardless of whether such information is specifically designated as confidential and regardless of whether such information is in written, oral, electronic or other form, either marked “Confidential” or, if oral, declared to be confidential when disclosed and confirmed in writing within thirty (30) days of disclosure. Failure to so mark or identify Confidential Information disclosed hereunder as “Confidential” shall not cause the information to be considered non-confidential, with the burden on the Disclosing Party to prove such information should have been known by a reasonable person with expertise on the subject matters, 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 so mark or identify Confidential Information as such. Such Confidential Information shall include, without limitation, (i) know-how, inventions, technical data or specifications, testing methods, business or financial information, research and development activities, product and marketing plans and customer and supplier information; (ii) analyses, compilations, forecasts, studies or other documents or records that contain, reflect, interpret or are based directly or indirectly upon such information that are prepared by the Receiving Party or any of Representatives (as defined below); and (iii) the existence of the Confidential Information or this Agreement, the fact that the Disclosing Party is providing Confidential Information to the Receiving Party and any of the terms, conditions or other facts with respect to this Agreement, including the fact that discussions or negotiations are or may be taking place

with respect to a possible transaction between the Parties and the proposed terms of any such transaction.

**“Disclosing Party”** means the Party to this Agreement which discloses, or causes to be disclosed, Confidential Information to the other Party under this Agreement.

**“Disclosure Period”** means the period during which either Party may disclose Confidential Information to the other Party. The Disclosure Period shall commence on the Effective Date and shall expire six (6) months after such date unless (i) the Disclosure Period is either extended, or terminated earlier, in writing by mutual agreement of the Parties, in which case the Disclosure Period shall expire on the date agreed by the Parties in such writing or, (ii) the Disclosure Period is terminated pursuant to Section 7 below in which case the Disclosure Period Shall expire on the effective date of termination.

**“Enhanced Confidential Information”** means Confidential Information that shall have restricted exposure under this Agreement and will be marked as Enhanced Confidential Information or placed in a data room that is accessible only by the Enhanced Representatives. For the avoidance of doubt, Enhanced Confidential Information should be provided only when it’s clearly marked as such. The specific content of the Enhanced Confidential Information is Company’s unpublished patent applications and documents relating thereto. For the purposes of this Agreement, solely the Enhanced Representative(s) as defined below will have access to and evaluate this Enhanced Confidential Information, solely for the Purpose, without sharing such Enhanced Confidential Information with any other Representatives or other Persons.

**“Enhanced Representative(s)”** means the following Pfizer Representative(s): Aaron Maurer, David Berl, Jyoti Jindal, Sumeet Dang, and Tori Kenner, all of whom are employed by Pfizer’s counsel, Williams & Connolly LLP.

**“Person”** means an individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, incorporated association, joint venture or similar entity or organization, including a government or political subdivision, department or agency of a government.

**“Purpose”** is to explore a possible transaction or other relationship involving Liffey and Pfizer and/or one or more of their respective Affiliates relating to Liffey’s auction of the Liffey Subject Matter.

**“Receiving Party”** means the Party to this Agreement which receives Confidential Information from the other Party under this Agreement.

**“Representatives”** means, with respect to Receiving Party, its Affiliates and its and their respective directors, officers, and employees, agents, contractors, consultants, advisors and representatives who (a) are subject to an obligation of confidentiality protecting the Confidential Information on terms no less restrictive than those contained in this Agreement; and (b) have a need to know the Confidential Information in connection with the Purpose.

**“Restricted Market(s)”** means the Crimean Peninsula, Cuba, the Donbass Region, Iran, North Korea, Sudan, and Syria, or any other country or region subject to sanctions by the United States or European Union.

**“Restricted Party(ies)”** means an individual or entity on the list of sanctioned entities maintained by the United Nations; the Specially Designated Nationals List and the Sectoral Sanctions Identifications List of the U.S. Treasury Department’s Office of Foreign Assets Control; the U.S. Denied Persons List, the U.S. Entity List, and the U.S. Unverified List of the U.S. Department of Commerce; entities subject to restrictive measures and the Consolidated List of Persons, Groups and Entities Subject to E.U. Financial Sanctions, as implemented by the E.U. Common Foreign and Security Policy; the List of Excluded Individuals / Entities published by the U.S. Health and Human Services Office of Inspector General; any lists of prohibited or debarred parties established under the U.S. Federal Food Drug and Cosmetic Act; the list of parties suspended or debarred from contracting with the U.S. government; and similar lists of restricted parties maintained by the governmental authorities of the countries that have jurisdiction over the activities conducted under this Agreement.

2. With respect to all Confidential Information furnished by the Disclosing Party to the Receiving Party, the Receiving Party agrees that it shall:

(a) maintain such Confidential Information with the same degree of care as it maintains the confidentiality of its own confidential information, which in no event shall be less than a reasonable standard of care;

(b) use such Confidential Information solely for the Purpose; and

(c) not disclose or permit the disclosure of such Confidential Information to any Persons other than its Representatives that have a need to know such Confidential Information in connection with the Purpose; provided, however, that (i) such Representatives agree to treat such Confidential Information in accordance with the terms of this Agreement and (ii) the Receiving Party shall be liable for any breach of this Agreement by any of its Representatives.

(d) The Disclosing Party acknowledges and agrees that the Receiving Party may have present or future business activities or opportunities, including business activities or opportunities with other Persons, involving similar products, programs, technologies or processes that may compete with a product, program, technology or process included in the Confidential Information or covered by this Agreement. Accordingly, each Party acknowledges and agrees that nothing in this Agreement shall be construed as a representation or inference that the other Party will not develop for itself or enter into business relationships with other Persons regarding products, programs, technologies or processes that are similar to or that may compete with any product, program, technology or process included in the Confidential Information or covered by this Agreement, provided that Confidential Information shall not be used or disclosed in breach of this Agreement

3. The obligations of the Receiving Party under Section 2 above shall not apply to the extent that the Receiving Party can demonstrate that certain Confidential Information:

(a) was in the public domain prior to the time of its disclosure;

(b) entered the public domain after the time of its disclosure other than through a breach of this Agreement by the Receiving Party or any of its Representatives;

(c) was independently developed or discovered by the Receiving Party prior to the time of its disclosure under this Agreement and without reference to any Confidential Information; or

(d) is or was disclosed to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its Representatives; provided, however, that such source is not known to the Receiving Party, after due inquiry, to be bound by a confidentiality agreement with the Disclosing Party or any other Person or otherwise to be prohibited from transmitting such information to the Receiving Party by a contractual, legal or fiduciary obligation.

4. In the event that the Receiving Party is requested or required (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or otherwise) to disclose any of the Confidential Information, it shall provide the Disclosing Party, to the extent practicable and permissible, with prompt written notice of any such request or requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or, in its sole discretion, waive compliance with the terms of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Disclosing Party, the Receiving Party is, nonetheless, by advice of its counsel, legally compelled to disclose Confidential Information to any tribunal or else stand liable for contempt or suffer other censure or penalty, it may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which such counsel advises is legally required to be disclosed, provided that the Receiving Party exercises its best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such tribunal.

5. The Receiving Party agrees that the Disclosing Party (or any third party entrusting its own confidential information to the Disclosing Party) is and shall remain the exclusive owner of the information disclosed by the Disclosing Party and all patent, copyright, trademark, trade secret and other intellectual property rights in such information or arising therefrom. No option, license or conveyance of such rights to the Receiving Party is granted or implied under this Agreement. If any such rights are to be granted to the Receiving Party, such grant shall be expressly set forth in a separate written instrument.

6. Nothing herein shall obligate either Party to proceed with any additional business relationship, and each Party reserves the right, in its sole discretion, to terminate the relationship contemplated by this Agreement. This Agreement does not constitute a binding agreement to enter into any other agreement. The Receiving Party understands that nothing herein requires the disclosure of any Confidential Information by the Disclosing Party, which shall be disclosed, if at all, at the discretion of the Disclosing Party.

7. The Receiving Party's obligations of non-use and non-disclosure under this Agreement will terminate five (5) years from the Effective Date. Notwithstanding the foregoing, either Party may terminate the Disclosure Period with immediate effect at any time, without cause, and in its sole discretion upon ten (10) days' written notice to the other Party. Upon termination or expiration of this Agreement, if requested by the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party, or, at the Receiving Party's sole discretion, destroy (which destruction shall be certified in writing to the Disclosing Party by an authorized officer of the Receiving Party), all documents containing Confidential Information

and all other tangible manifestations of Confidential Information in the possession or control of the Receiving Party and its Representatives; provided, however, that one copy of such Confidential Information may be retained by the Receiving Party to monitor compliance with its obligations set forth herein and the Receiving Party shall not be required to destroy any computer files stored securely by the Receiving Party or its Affiliates that are created during automatic system back up, or retained for legal purposes by the legal division or legal counsel of the Receiving Party and its Affiliates, provided that such retained Confidential Information shall remain subject to the terms of this Agreement.

8. Each Party represents and warrants to the other that it has the legal power and authority to enter into and perform under this Agreement, and that it has the right to disclose its Confidential Information without violating the rights or obtaining the consent of any Person. Except as set forth in the foregoing sentence, each Party understand and acknowledge that any and all information contained in the Confidential Information is being provided without any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information on the part of the Receiving Party or the Disclosing Party or any of its or their respective Representatives and that the Receiving Party may solely rely on only such representations and warranties as may be included in any agreement between the Parties, subject to such limitations and restrictions as may be contained therein. The Parties specifically waive and disclaim any reliance, dependence or action based on any written or verbal statement or promise made by either Party to the other.

9. The Receiving Party acknowledges that disclosure of Confidential Information contrary to the terms of this Agreement may cause irreparable harm and significant injury to Disclosing Party for which damages at law may not be a sufficient remedy for any breach of this Agreement and that the Disclosing Party shall be entitled to seek specific performance prohibiting the disclosure and use of the Confidential Information and injunctive or other equitable relief as a remedy for any such breach, and the Receiving Party further agrees to waive any requirement for the security or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement but shall be in addition to all other remedies available at law or equity to the Disclosing Party. This Agreement shall be governed by the laws of the State of New York, without regard to conflicts of law principles thereof, and the Parties hereto agree to submit to the exclusive jurisdiction of the state courts located in the County of New York and State of New York and the Federal courts of the United States of America located in the Southern District of New York.

10. In the event of litigation relating to this Agreement, the non-prevailing Party shall be liable, and pay to the prevailing Party, the reasonable legal fees such prevailing Party has incurred in connection with such litigation, including any appeal therefrom.

11. In the event that any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such provision shall be interpreted so as to comply with the ruling of such court, and such holding shall in no way affect, invalidate or render unenforceable any other provision hereof and, if possible, replaced by a term or provision which, so far as practicable, achieves the legitimate aims of the Parties.

12. The Parties agree that they may disclose Confidential Information in furtherance of their common legal interest in establishing a business relationship. Such Confidential Information may be subject to the attorney-client privilege, work product doctrine or other applicable privilege. The Parties understand and agree that it is their desire, intention

and mutual understanding that the sharing of such Confidential Information is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege. All Confidential Information provided by a Party that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege shall remain entitled to such protection under these privileges, this Agreement and the common interest doctrine. Nothing in this paragraph shall be interpreted to mean that a Party hereto would be prevented from using Confidential Information in a legal proceeding against the other Party hereto based upon a dispute arising out of this Agreement; provided that the other Party has been notified in advance of such use or disclosure and been afforded sufficient opportunity to seek and obtain confidential treatment by the court or other entity having jurisdiction over the matter at hand.

13. Each Party will comply with any and all applicable import, export, and economic sanctions laws and regulations relating to its performance under this Agreement. Each Party agrees that all of the activities under this Agreement will (i) not take place in a Restricted Market; (ii) not involve individuals from or ordinarily resident in a Restricted Market; and (iii) not involve companies, organizations, or Governmental Entities from a Restricted Market. Each Party agrees that it will not knowingly transfer to the other any goods, software, technology, information, or services that are (i) controlled at a level other than EAR99 under the U.S. Export Administration Regulations; (ii) controlled under the U.S. International Traffic in Arms Regulations (ITAR); (iii) specifically identified as an E.U. Dual Use Item; or (iv) on an applicable export control list of a foreign country. Each Party certifies that it is (i) not on any Restricted Party list that would prohibit it from engaging in the performance of this Agreement; and (ii) not owned or controlled by any individual or entity on any Restricted Party list that would prohibit it from engaging in the performance of this Agreement.

14. The Parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors and permitted assigns. Neither Party shall assign or delegate its obligations under this Agreement either in whole or in part without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement, without the other Party's consent, to (a) an Affiliate or (b) a Person that acquires all or substantially all of the business or assets of the assigning Party relating to the subject matter of this Agreement, whether by merger, reorganization, acquisition, sale or otherwise. An assignment of this Agreement to an Affiliate under subsection (a) above shall not relieve the assignor of liability of its obligations hereunder. Any attempted assignment not in accordance with this Section 14 shall be void.

15. All waivers must be in writing and signed by the Party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

16. This Agreement sets forth the Parties' entire understanding about its subject matter and supersedes any other prior agreement or understanding between the Parties about its subject matter. This Agreement may be amended, or any term hereof modified, only by a written instrument duly executed by authorized representatives of both Parties hereto.

17. This Agreement may be executed in counterparts, each of which shall be an original and both of which taken together shall constitute the same instrument. Transmission by telecopy, facsimile, email or other form of electronic transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of

such counterpart and that in any proceeding arising under or related to this Agreement, each Party hereby waives any right to raise any defense or waiver based upon execution of this Agreement by means of such electronic signatures or maintenance of the executed agreement electronically.

18. All notices given hereunder shall be in writing and shall be sent to the Parties hereto at the addresses set forth above or to such other address as a Party may provide. Any notice required to be given hereunder shall be deemed to have been sufficiently given, (i) when delivered in person, (ii) on the next business day after mailing by overnight courier service, or, where overnight courier service is unavailable, by other expedited delivery provided by a recognized express courier, or (iii) when delivered via e-mail, provided the original is delivered via one of the preceding methods on or prior to the fifth (5th) business day after transmission of the e-mail. Each notice shall specify the name and date of and parties to this Agreement

IN WITNESS WHEREOF, duly authorized representatives of the Parties have executed this Agreement effective as of the Effective Date.

Pfizer Inc.

By:  \_\_\_\_\_

Name: Kathrin U. Jansen

Title: SVP and Head of Vaccine R&D

**LIFFEY BIOTECH LTD.**

  
By: \_\_\_\_\_

Bruce D. Forrest  
Managing Director & Authorized  
Representative Agent

## Exhibit A

### Liffey Intellectual Property

**Lot #1:** Lot #1 comprises two patent applications as described below.

Both applications comprise novel compositions of matter for saccharide- polypeptide/protein carrier conjugate vaccines to provide expanded coverage against disease caused by diverse serotypes of *S. pneumoniae*.

| Patent                         | Number                             | Priority Date | Title                                                                    | Assignee                                               |
|--------------------------------|------------------------------------|---------------|--------------------------------------------------------------------------|--------------------------------------------------------|
| Application<br><br>Publication | PCT/US2017/025621<br><br>EP3436061 | 2016-03-31    | Saccharide-polypeptide conjugate compositions and methods of use thereof | Liffey Biotech Limited                                 |
| Application                    | PCT/US18/54391                     | 2017-10-04    | Saccharide-polypeptide conjugate compositions and methods of use thereof | Liffey Biotech Limited; Bruce D. Forrest; Jack D. Love |

### Lot #2

Exclusive US license to University of Alabama at Birmingham rights, and exclusive option for all US and EU rights for the following issued patents.

| Patent | Number      | Priority Date | Title                  | Assignee                                                                                                      |
|--------|-------------|---------------|------------------------|---------------------------------------------------------------------------------------------------------------|
| Grant  | US8481054B2 | 2005-12-28    | Pneumococcal serotypes | Fundação Oswald Cruz;<br>Instituto Adolfo Lutz;<br>University of Alabama at Birmingham<br>Research Foundation |
| Grant  | EP1976974   | 2005-12-28    | Pneumococcal serotypes | Fundação Oswald Cruz;<br>Instituto Adolfo Lutz;<br>University of Alabama at Birmingham<br>Research Foundation |