

# SUPPLEMENTAL AGREEMENT 1

## 补充协议 1

Agreement No.: SPIT21-IMC-HKXG-168-S1

协议号: SPIT21-IMC-HKXG-168-S1

Date: [ ] Dec 2021

签署时间: 2021 年 12 月 [ ] 日

This Supplemental Agreement is made and entered into by and between:  
此补充协议在以下各方之间达成并生效:

**Supplier: China National Biotech Group Company Limited** (hereinafter referred to as “CNBG”), a subsidiary of China National Pharmaceutical Group Co., Ltd., having its registration address at Building 2, No. B2 Shuangqiao Road, Chaoyang District, Beijing, 100024, P.R. China, mainly engaging in vaccine product research and development, production and marketing.

**Beijing Institute of Biological Product Co., Ltd.** (hereinafter referred to as “BIBP/Manufacturer”), a subsidiary of China National Biotech Group Company Limited, having its registration address at No.6 Boxing 2nd Road, Beijing Economic and Technological Development Zone China.

CNBG and Manufacturer hereinafter collectively referred to as “Sinopharm CNBG/Supplier”.

供应商: 中国生物技术股份有限公司 (以下简称“中国生物”) 为中国医药集团有限公司的直属子公司, 注册地址为中国北京市朝阳区双桥路乙2号院2号楼2层, 主要从事疫苗产品的研发、生产和营销。

北京生物制品研究所有限责任公司 (以下简称为“北京公司/生产企业”) 为中国生物技术股份有限公司的直属子公司, 注册地址为北京经济技术开发区博兴二路6号。

中国生物和生产企业以下合称为“国药中国生物/供应商”。

And  
及

**Seller: Sinopharm International Hongkong Limited** (hereinafter referred to as “Sinopharm International HK/Seller”), an indirectly wholly-owned subsidiary of China National Pharmaceutical Group Co., Ltd, with its registered office at Room 1601, Emperor group centre, 288 hennessy road, Wanchai, HongKong, as the Seller of the **SARS-CoV-2 Vaccine (Vero Cell), Inactivated or COVID-19 Vaccine (Vero Cell), Inactivated**, in global market.

For and on behalf of  
SINOPHARM INTERNATIONAL  
国药国际香港有限公司  
Authorize

卖方：国药国际香港有限公司（以下简称“国药香港/卖方”）为中国医药集团有限公司的间接全资子公司，办公地点位于香港湾仔轩尼诗道 288 号英皇集团中心 1601 室，现作为新冠疫苗产品海外市场的卖方。

And  
及

**Buyer: Ministry of Health of the Republic of Armenia** (hereinafter referred to as “**Ministry of Health/Buyer**”), with its registered office at Republic Square, Government House 3, 0010 Yerevan, Republic of Armenia.

买方：亚美尼亚共和国卫生部（以下简称“卫生部/买方”），注册地址为 Republic Square, Government House 3, 0010 Yerevan, Republic of Armenia.

Base on the Purchase Contract for SARS-CoV-2 Vaccine (Vero Cell), Inactivated or COVID-19 Vaccine (Vero Cell), Inactivated with No.SPIT21-IMC-HKXG-168 ( hereinafter referred to as “Original Contract” ), which has already been signed by the four parties. Each party agrees on following supplemental contents:

基于四方已签订的新型冠状病毒灭活疫苗（Vero 细胞）购销合同，合同号：SPIT21-IMC-HKXG-168，（以下简称“原合同”）。现各方同意补充以下内容：

The quantity of the Original Contract is 400,000 doses. The 400,000 doses will be executed at the amended unit price of this Supplemental Agreement which is 5.6 USD.

原合同总数量 400,000 剂次，其中 400,000 剂次按照本协议调整后的价格 5.6 美元执行。

Amendment to Original Contract Article 2.2:  
对原合同 2.2 条修改为：

## 2.2 Quantity (dose)&Unit Price (FCA) 数量（剂量）& 单价（FCA）

Quantity 数量	Specifications 规格	Unit Price 单价	Total Amount 总金额	Expected Date of Delivery 预计供货日期
400,000 doses 40 万剂	0.5ml/dose in vial; (1 dose/Vial or 2 doses/Vial) 0.5ml/剂,西林瓶(1 剂/西林瓶或 2 剂/ 西林瓶)	5.60 USD/dose FCA Beijing 5.60 美元/剂 FCA 北京	2,240,000 USD 美元 224 万元整	Parties will negotiate in due course to deliver the goods as early as possible 各方将适时商议，尽早 发货

In total, 400,000 doses in quantity, and USD 2,240,000 FCA Beijing Manufacturer's warehouse or designated warehouse in Beijing airport. In the case of delivery at the airport, the Manufacturer transports the Product to the airport where the Manufacturer is located, and

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the Buyer shall be responsible for any expenses incurred at the airport.

以上数量合计 40 万剂，金额合计 224 万美元整，FCA 北京生产企业仓库交货或北京机场指定仓库交货价格。 机场交货的情况下，生产企业将产品运输至生产企业所在地的机场，在机场产生的任何费用，由买方负责。

Delivery of the Product will be effected: after the Product got Emergency Use Authorization in Armenia in Armenia, and comply with the law and regulation of Armenia.

产品的交付将：在产品获得亚美尼亚的紧急使用授权后，并符合亚美尼亚法律法规。

Partial shipments are allowed.

允许分批装运。

The final delivery time and arrangement shall be subject to the approval of the relevant regulatory authorities of the People's Republic of China. The Seller shall proceed the shipment after receiving the full payment according to 2.4 Payment terms.

具体供货时间及安排将以中国相关监管部门的批准为准，并且卖方按照 2.4 付款方式收到全部货款后开始执行。

This Supplemental Agreement has the same validity as the **Original Contract**.

本协议有效期与原合同一致。

Except for the added and revised terms in the Supplemental Agreement, all other terms shall be executed in accordance with the provisions of the Original Contract.

除该补充协议新增、修订条款以外，其他条款均按原合同约定执行。

This Supplemental Agreement is made in Chinese and English. In case of any discrepancy, the Chinese text shall prevail. This Supplemental Agreement is made in quadruplicate and each party shall hold one copy. All parties agree that this agreement may come into force upon signature in the form of fax, electronic scan and paper originals, and shall have the same legal effect as paper originals.

本补充协议以中英文订立，如有异议以中文文本为准。本补充协议一式四份，各方各执一份。各方均认可本合同可以传真件、电子扫描件与纸质原件形式签署后生效，与纸质原件具有同等法律效力。

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(以下无正文)

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(Signing Page Only)

( 签署页 )

供应商 **Supplier:**

中国生物技术股份有限公司

China National Biotech Group Company Limited



法定代表人或授权代表

**Legal representative or Authorized Representative**

生产企业 **Manufacturer:**

北京生物制品研究所有限责任公司

Beijing Institute of Biological Product Co., Ltd.



法定代表人或授权代表

**Legal representative or Authorized Representative**

买方 **Buyer:**

亚美尼亚共和国卫生部

Ministry of Health of the Republic of Armenia

法定代表人或授权代表

**Legal representative or Authorized Representative**

卖方 **Seller:**

国药国际香港有限公司

Sinopharm International Hong Kong Limited

For and on behalf of  
SINOPHARM INTERNATIONAL HONGKONG LIMITED  
国药国际香港有限公司(1)



Authorized Signature(s)

法定代表人或授权代表

**Legal representative or Authorized Representative**

国药国际香港有限公司

国药国际香港有限公司



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