# Pfizer Engineered Agreements With Governments Stating They Had to Pay for Covid Vaccines Whether They Worked or Not – NO Recourse for Injuries

<u>Pfizer Engineered Agreements With Governments Stating</u> <u>They Had to Pay for Covid Vaccines Whether They Worked</u> <u>or Not - NO Recourse for Injuries</u>

by <u>Captaindaretofly</u>, <u>The Daily Expose</u> July 29, 2021

Shocking revelations posted to social media this week revealed that Pfizer engineered a contract, which governments had to sign when purchasing the experimental Covid-19 vaccine. Excerpts appear to show that there is no way for the pharmaceutical company to lose, even if the vaccine is dangerous, causes injury, or is ineffective.

PFIZERLEAK: EXPOSING THE PFIZER MANUFACTURING AND SUPPLY AGREEMENT.

(thread)

Background:

Pfizer has been extremely aggressive in trying to protect the details of their international COVID19 vaccine agreements.

Luckily, I've managed to get one.<u>#PfizerLeak#Pfizer</u> <u>pic.twitter.com/1JlyJzxByb</u>

– Ehden (#PfizerLeak/#MonkeyBusiness/#COptiGate) [] (@eh\_den)

## <u>July 26, 2021</u>

The details of the <u>contract</u> were posted by a Twitter user named Ehden, who begins a <u>thread</u> of tweets (many of which have since been deleted) by stating: "Pfizer has been extremely aggressive in trying to protect the details of their international COVID19 vaccine agreements.

"These agreements are confidential, but luckily one country did not protect the contract document well enough, so I managed to get a hold of a copy. As you are about to see, there is a good reason why Pfizer was fighting to hide the details of these contracts."

#### Here are some of the key points taken from the contract:

The contract appears to state that the agreement covers the manufacturing of vaccines for Covid-19 and its mutations, but also for "any device, technology, or product used in the administration of or to enhance the use or effect of, such vaccine."

1.54 "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 pursuant to this Agreement that 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, (b) any device, technology, or product used in the administration of or to enhance the use or effect of, such vaccine, or (c) any component or constituent material of (a) or (b).

The reason why governments around the world were suppressing the use of alternative treatments for Covid-19 – including Ivermectin – is because the contract does not allow them to pull out even if a more effective treatment than Pfizer is discovered. 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.

Pfizer cannot be held liable for any delivery delays or missed deliveries: "Pfizer shall have no liability for any failure to deliver doses in accordance with any estimated delivery dates... nor shall any such failure give Purchaser any right to cancel orders for any quantities of Product."

Accordingly, Pfizer and its Affiliates shall have no liability for any failure by Pfizer or its Affiliates to develop or obtain Authorization of the Product in accordance with the estimated dates described in this Agreement. Even if the Product is successfully developed and obtains Authorization, Pfizer shall have no liability for any failure to deliver doses in accordance with any estimated delivery dates set forth herein (other than as expressly set out in this Agreement), nor shall any such failure give Purchaser any right to cancel orders for any quantities of Product.

To emphasise this, the contract states: "Purchaser hereby waives all rights and remedies that it may have at Law, in equity or otherwise, arising from or relating to:...any 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.

Additionally, once governments have purchased vaccines, they cannot be returned: "Pfizer will not, in any circumstances, accept any returns of Product (or any dose)...no Product returns

# may take place under any circumstances."

(d) Without prejudice to Section 4.4, Purchaser acknowledges that Pfizer will not, in any circumstances, accept any returns of Product (or any dose). In particular, following receipt of the Product in accordance with this Section 2.8, no Product returns may take place under any circumstances (inclusive of future changes in stock, expired Products, changes in Product allocation, delivery, demand or new product launch).

There is also the cost of the vaccines. Reportedly, the US government, and likely Israel as Ehden speculates, were charged \$19.50 per dose of the jab whilst other countries were only charged \$12.

#### 3.2 Invoices and Payment.

(a) In partial consideration of the Contracted Doses, Purchaser shall pay an upfront payment of \$2,997,540 USD (calculated as \$12.00USD/dose multiplied by 249,795 of the Contracted Doses) within thirty (30) days of receipt of an invoice from Pfizer issued upon Purchaser's receipt of Approval set forth in Section 9.6 (the "Advance Payment"); provided, however, that Pfizer shall have no obligation to ship or deliver Product until receipt of the Advance Payment. All amounts due hereunder shall be converted to EUR which shall be determined based on the exchange rate used by The Wall Street Journal, Eastern U.S. Edition, one (1) Business Day prior to the date of this Agreement.

To add to this, Pfizer assured that it is guaranteed its money and that governments cannot withhold or try to credit funds for the vaccines.

(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.

It seems as though that it doesn't matter to Pfizer whether the vaccines are effective in the short or long term, either. The contract states that the "Purchaser acknowledges…the longterm 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."

#### 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.

Through the contract, Pfizer has guaranteed that all sales are basically final, as is the exception of the contract. Ehden writes: "There are clauses about termination possibility, but in fact, as you saw so far, the buyer has almost nothing that can be considered a material breach, while Pfizer can easily do so if they don't get their money or if they deem so."

#### 6.2 Termination for Cause.

- a) Pfizer may terminate this Agreement immediately upon written notice to Purchaser in the event of a material breach by the Purchaser of any term of this Agreement, which breach remains uncured for thirty (30) days following written notice to Purchaser of such material breach.
- b) Purchaser may terminate this Agreement immediately upon written notice to Pfizer in the event of a material breach by Pfizer of any term of this Agreement, which breach remains uncured for thirty (30) days following written notice to Pfizer of such material breach.
- c) Notwithstanding the foregoing, if such material breach, by its nature, cannot be cured, the terminating Party may terminate this Agreement immediately upon written notice to the other Parties. In the event that this Agreement is terminated by Pfizer under this Section 6.2, Purchaser shall pay within thirty (30) days of the date of notice of termination of this Agreement the full Price for all Contracted Doses less amounts already paid to Pfizer as of such date.

And, of course, no one can hold Pfizer liable for anything related to its Covid-19 vaccine, as the contract states: "Purchaser must provide Pfizer protection from liability for claims and all Losses, must implement it via statutory or regulatory requirements, and the sufficiency of such efforts shall be in Pfizer's sole discretion."

Whilst to many of us a contract like this isn't really surprising, it just emphasises that these pharmaceutical companies are only interested in money and power. It shows that the Covid vaccine has never been about protecting the population, but that it's just a worldwide experiment that guarantees Pfizer and big pharma will get rich whilst those who receive a dose suffer adverse reactions.

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