DEFINED TERMS USED IN PROTOCOL
FOR
AVAT NO FAULT COMPENSATION SCHEME

Note: The definitions of words in singular shall apply to such words when used in the plural, and vice versa. Reference to the male pronoun throughout the Program's Protocol should be read as reference to the male or female pronoun, as the context requires.

"**Administrator**" – means ESIS, Inc., the claims Administrator appointed to manage and administer the Program, including, but not limited to, the receipt and registration of Applications, distributing acknowledgements of receipt of Applications, setting financial reserves for Receivable Claims, review of Applications, Supporting Evidence and other documents to assess receivability, assessing Receivable Claims, and approve or deny, as the case may be, Payment for compensation, in accordance with the terms of the Program's Protocol.

"**Appeals Panel**" – a three-member panel: (i) that is comprised of 2 duly licensed physicians and 1 duly licensed nurse, who shall be appointed by the Administrator from a roster of 6 such physicians and nurses; and (ii) that will review all Notices of Appeal of Denied Receivable Claims filed by Claimants and determine – in accordance with the terms of the Program's Protocol—whether the Review Panel's denial of the relevant Receivable Claim should be upheld or reversed.

"**Applicant**" – means, as the context requires, either:

(i) the Patient who directly submits an Application for compensation under the Program for himself; or

(ii) in the event the Patient has died, is a child, or is disabled or otherwise lacks the legal capacity to submit an Application for himself, then the Applicant must be a person who is a duly authorized legal heir (in the case of death), parent, legal guardian, or other legal representative of the Patient.

"**Application**" – a written claim for compensation completed by an Applicant on the application form approved by and provided by the Administrator, as set forth in Schedule 2 to the Program's Protocol, which must be accompanied by all Supporting Evidence, using the prescribed form in Schedule 3 to the Program's Protocol.

"**AU Member State"** means any member state of the African Union participating in the AVAT Framework from time to time and "AU Member States" shall mean all such states.

"**AVAT**" means the African Vaccine Acquisition Trust of 7th Floor, Happy World House, 37 Sir William Newton Street, Port-Louis 11328, Mauritius, a centralised negotiating, purchasing and payment agent incorporated on behalf of the AU Member States and CARICOM Member States for the purchase of COVID-19 vaccines pursuant to the AVAT Framework.

"**AVAT Framework**" means a mechanism structured by AVATT in collaboration with the African Export-Import Bank to establish a pan-African centralized procurement platform to ensure Africa's access to COVID-19 vaccines by creating AVAT and providing assurance for the payment of Vaccines to identified vaccine manufacturers.

"AVAT NFCS Trust" means the AVAT No Fault Compensation Scheme Trust of 7th Floor, Happy World House, 37 Sir William Newton Street, Port-Louis 11328, Mauritius, incorporated on behalf of the AU Member States and CARICOM Member States for the purposes of establishing and maintaining in place the AVAT No Fault Compensation Scheme.

"AVAT No Fault Compensation Scheme" means a pan-African and pan-Caribbean no fault compensation program established by the AVAT NFCS Trust and administered by the Administrator with the aim of providing compensation to Patients who suffer an Injury (the most likely cause of such Injury (based on the balance of probabilities) being the result of a Vaccine or its administration), without the need for the Patient to demonstrate a defect in the relevant Vaccine or any fault by any person.

"**AVATT**" means the COVID-19 African Vaccine Acquisition Task Team of the African Union created by President Cyril Ramaphosa, Chairperson of the African Union and President of the Republic of South Africa, in November 2020 and mandated to secure the necessary Vaccines and blended financing resources for achieving Africa's COVID-19 vaccination strategy.

"**CARICOM State**" means any member state of the Caribbean Community participating in the AVAT Framework from time to time and "**CARICOM States"** shall mean all such states.

"**Claimant**" – any Applicant, who meets all of the following requirements:

(i) is a Patient who is a resident, citizen or person within the population of, and was administered a Vaccine in, a Participating Member State through the AVAT Framework (or is an individual who is duly authorized to represent such a Patient, in the event the Patient has died, is a child, or is disabled or otherwise lacks the legal capacity to submit an Application for himself); and

(ii) is or is duly authorized to represent a Patient who has sustained an Injury which, in the opinion of a Registered Health Professional, is deemed to have resulted from a Vaccine or its administration; and

(iii) the Vaccine was administered before its Scope of Coverage Endpoint (as indicated in Schedule 1 to the Program's Protocol); and

(iv) has submitted an Application for compensation, online or by using the prescribed form in Schedule 2 to the Program's Protocol, together with all Supporting Evidence, using the prescribed form in Schedule 3 to the Program's Protocol, to the Administrator, following the procedures described in the Program's Protocol, and provided that this Application is submitted: (a) in full observance of the waiting period of 30 days referred to in Section 1(c) of the Program's Protocol

and in Schedules 2 and 3 to the Program's Protocol; (b) before the end of the Reporting Period; and (c) otherwise within the time limits set forth in Section 4 of the Program's Protocol; and

(v) has not received any prior payment from any other source, including, but not limited to, court awards, settlements and insurance payments, as compensation for the Injury; and

(vi) is not eligible to receive compensation from any other source for the Injury, or if eligible for such compensation, discloses the nature and full extent of such eligibility; and

(vii) has no pending lawsuits or claims for compensation for the Injury; and

(viii) agrees not to seek or make any claims for any other compensation for the Injury through any other means for as long as the Application and/or Receivable Claim, as applicable, is pending with the Program; and

(ix) is not and does not represent a Patient in respect of whom the Administrator is by any applicable sanctions regime, including any UN Security Council sanctions regime, precluded from accepting an Application and/or paying compensation under the Program.

"**Hospital**" – means a public or private institution which: (1) is licensed or otherwise formally recognized as a hospital, clinic or other healthcare facility by the Government of the Participating Member State where it is located; (2) provides 24-hour medical, surgical and/or nursing care or treatment under the supervision of licensed physicians, surgeons, nurses and/or other healthcare professionals; and (3) has the capacity to provide room and board to patients resident overnight.

"**Hospitalization**" means the admission of the Patient to a Hospital for more than 24 consecutive hours of resident overnight medical, surgical and/or nursing care.

"**Impairment**" – means a significant deviation, loss, or loss of use of any body structure or body function in an individual with a health condition, disorder or disease.

The evaluation of an Impairment as provided in the Program's Protocol will be based upon the most recently published edition of the *American Medical Association's Guides to the Evaluation of Permanent Impairment* (*AMA's Guides*). Impairment percentages or ratings contained in the AMA's Guides have been developed by medical specialists and are consensus-derived estimates that reflect the severity of the medical condition and the degree to which the Impairment decreases an individual's ability to perform common activities of daily living.

The Impairment rating is a percentage that represents the extent of a whole person impairment of an individual, based on the organ or body function affected by an Injury (as defined in the Program's Protocol).

"**Injury**" – serious bodily injury or illness suffered or sustained by a Patient that:

(i) requires Hospitalization or prolongs an existing Hospitalization; and

(ii) results in permanent total or partial Impairment; or

(iii) is a congenital birth injury or illness in an unborn or new-born child of a woman who received a Vaccine and results in permanent total or partial Impairment; or

(iv) results in death.

"**Most Probable Cause**" – the most likely cause (based on the balance of probabilities) that a Vaccine or its administration resulted in a claimed Injury.

"**Notary Official**" – a notary public or other public official legally authorized to provide notarization and/or legalization services within the Participating Member State in which the Applicant or Claimant, as the case may be, resides.

"**Notice of Appeal of Denied Receivable Claim**" - an appeal filed by a Claimant, following the denial of his Receivable Claim by the Review Panel, in accordance with the procedure described in Section 8 of the Program's Protocol and using the form in Schedule 5 to the Program's Protocol.

"**Notice of Appeal of Rejected Application (denial of receivability)**" – an appeal filed by an Applicant, following the denial of receivability of his Application by the Administrator, in accordance with the procedure described in Section 7 of the Program's Protocol and using the form in Schedule 4 to the Program's Protocol.

"**Participating Member State**" means any AU Member State or CARICOM State that has elected to participate in the AVAT No Fault Compensation Scheme and "**Participating Member States**" shall mean all such states that have elected to participate in the AVAT No Fault Compensation Scheme.

"**Patient**" means a resident, a citizen or person within the population of a Participating Member State who claims or in respect of whom it is claimed that he or she has suffered or sustained a Serious Adverse Event which is associated with a Vaccine or its administration, and which, in turn, has resulted in an Injury.

"**Payment**" – the no-fault, lump-sum payment which in respect of a Receivable Claim: (i) has been approved by the Review Panel or the Appeals Panel, as applicable, (ii) is calculated utilising the mechanism detailed in Section 9 of the Program's Protocol, and (iii) is to be paid (subject to and in accordance with the conditions set forth in the Program's Protocol and its Schedules) to a Claimant in full and final settlement and compensation of all claims arising from or relating to the Injury.

"**Payment Method Election Form**" – the written form to be provided by the Administrator, in which the Claimant will elect the means through which the Claimant will receive the Payment, out of the list of possible Payment means set forth in Section 9(d) of the Program's Protocol.

"Personal Data" means any data that contains one or more identifiers from which the identity of the person can be determined or accessed directly or indirectly such as (but not limited to) their full name, national identification number, social insurance or social security number, passport number, driver's license, or other government-issued identification number, credit card, debit card or financial account information, date of birth, mother's maiden name, medical information or health insurance information, biometric records, digital signature files, account login information (such as a combination of user ID or email address when combined with password or other information that would give access to an account), and any other data that is protected by Privacy Laws.

"Privacy Laws" means any and all applicable international, federal, state, provincial or other local laws, rules, regulations, or regulatory guidance and codes (to the extent binding) relating to data privacy, information security, personally identifiable information, identity theft, data breach notification, trans-border data flow or data protection, as amended from time to time.

"**Program**" means the AVAT No Fault Compensation Scheme, as detailed in the Protocol and its Schedules

"**Receivable Claim**"– any duly completed Application for compensation: (i) that is accompanied by all Supporting Evidence, (ii) that is filed/submitted by an Applicant prior to the end of the Reporting Period with the Administrator, and (iii) that is found by the Administrator and/or by the Administrator's Vice President of Risk Consulting to be receivable as provided in Section 4 or Section 7 of the Program's Protocol.

"**Registered Health Professional**" – any healthcare professional, including physicians, surgeons, nurses, midwives, nurse practitioners, physicians' assistants, psychiatrists, psychiatrists, physical therapists, occupational therapists, dentists and pharmacists, who is duly licensed or legally authorized to practice the profession in the Participating Member State in which the Patient resides and received the Vaccine, or in the case of birth defects, where the Patient's mother resides and received the Vaccine.

"**Reporting Period**" means, on a per Vaccine basis, the period during which an Applicant may file an Application for compensation under the Program in respect of such Vaccine. The **maximum** Reporting Period for each Vaccine extends from:

(a) the date on which such Vaccine was first put into circulation by the manufacturer within the AVAT Framework, following regulatory approval or an emergency use authorization of such Vaccine by any regulator (as indicated in Schedule 1 to the Program's Protocol); and

(b) terminates on the date which is **36 calendar months** immediately after the Scope of Coverage Endpoint for such Vaccine (as indicated in Schedule 1 to the Program's Protocol), provided always that the Vaccine was administered **before** this Vaccine's Scope of Coverage Endpoint (as defined in Section 2 of the Program's Protocol and indicated in Schedule 1 to the Program's Protocol). See the illustrative diagram of the Reporting Period attached as Schedule 7 to the Program's Protocol.

For each Patient, the Reporting Period depends on the date the Vaccine was administered to the Patient. To calculate the Reporting Period that applies to the Patient, the Patient (or a person who is a duly authorized to represent the Patient as provided in part (ii) of the definition of Applicant in the Program's Protocol) needs to:

1. determine (through Schedule 1 to the Program's Protocol) what is the date of the Scope of Coverage End Point that applies to the Vaccine that was administered to Patient; and

2. calculate the number of months and days from the vaccination date (i.e. date that the Vaccine was administered to the Patient) until the date of the Vaccine's Scope of Coverage End Point, and add another 36 months. This establishes the Reporting Period that applies to the Patient.

"**Review Panel**" – a panel appointed by the Administrator comprised of 5 duly licensed nurses, selected from a roster of 11 such nurses, who will review all Receivable Claims submitted by Claimants and determine – in accordance with the terms of the Program's Protocol – whether Payment for compensation should be approved or denied.

"**Scientific Advisory Committee**" – an advisory panel of experts appointed by the Administrator, comprised of at least 3 duly qualified public health experts with relevant expertise and experience (which experts may include licensed physicians, epidemiologists and/or statisticians) that will conduct a review of the evolving literature on COVID-19 Vaccine safety and will provide the Administrator, Review Panel and Appeals Panel with updated information on the safety of the Vaccines and with relevant expert scientific advice to guide the process of the determination of Receivable Claims, including, but not limited to, advice on which, if any, types of injuries that manifest after vaccination are likely to have been caused by a Vaccine and the characteristics of those injuries.

"**Scope of Coverage Endpoint**" - For each Vaccine, the date which is 24 months following the date on which a Vaccine was first put into circulation by the relevant Vaccine manufacturer within the AVAT Framework following regulatory approval or an emergency use authorization of such Vaccine by any regulator.

"**Serious Adverse Event**" means a serious untoward medical occurrence that: (i) is sustained or suffered by a Patient following the administration of a Vaccine, and (ii) results in an Injury, as defined in the Program's Protocol.

"**Supporting Evidence**" means the supporting evidence, using the form in Schedule 3 to the Program's Protocol, that is required to evaluate an Application and that shall include:

(i) detailed medical documentation from a Registered Healthcare Professional describing the Injury and medical treatment required as a result of the Injury, together with details of any Hospitalization or prolonged Hospitalization, including but not limited to admission and discharge records;

(ii) a description of the nature, extent, functional impact and prognosis of the Injury, as assessed by the Registered Healthcare Professional.

(iii) a statement from the Registered Healthcare Professional that the Injury was, in the Registered Healthcare Professional's opinion, the result of the Vaccine or its administration;

(iv) certification from a Registered Healthcare Professional of when, where and which Vaccine was administered;

(v) in the case of death, a death certificate and any other documentation available from a Registered Healthcare Professional of the cause and manner of death; and

(vi) any further evidence that the Administrator may deem necessary to adjudicate the Application and/or Receivable Claim, as applicable, guided, as appropriate, by the Scientific Advisory Committee, the Review Panel and/or the Appeals Panel.

"**Vaccine**" – a COVID-19 vaccine received in any Participating Member State through the AVAT Framework that:

(i) either (A) has licensure or authorization from a stringent ("functional") regulatory authority or (B) has received WHO prequalification, following licensure or authorization from a stringent ("functional") regulatory authority, or (C) has been issued authorization for emergency use based on licensure or authorization by a stringent ("functional") regulatory authority; and

(ii) is included in Schedule 1 to the Program's Protocol, as updated from time to time; and

(iii) has received all required approvals and authorizations for importation, distribution and use in the relevant Participating Member State; and

(iv) has not reached its Scope of Coverage Endpoint.