Yar No. 510031

1

Supreme Court of Nova Scotia

BETWEEN:

Citizens Alliance of Nova Scotia and J.M. by his litigation guardian K.M

Applicant

and

Robert Strang acting as Chief Medical Officer of Health of Nova Scotia and Michelle Thompson acting as Minister of Health and Wellness of Nova Scotia and the Attorney General of Nova Scotia representing His Majesty the King in Right of the Province of Nova Scotia

Respondents

Affidavit of Chris Milburn

I make oath and affirm and give evidence as follows:

- 1. I am Chris Milburn, I live in Cape Breton.
- 2. I am a physician currently working primarily at Eastern Memorial Hospital.
- 3. My position during the early pandemic and declared state of emergency was Chief of ER for the Eastern Zone of Nova Scotia, until June of 2021.
- 4. I have personal knowledge of the evidence sworn to in this Affidavit, except where otherwise stated to be based on information and belief.
- 5. I state, in this Affidavit, the source of any information that is not based on my own personal knowledge, and I state my belief in the source.
- 6. I was a practicing front-line medical doctor / physician in the NS health system during the entire period of the pandemic and declared state of emergency.
- 7. I have direct knowledge of the actions of the CMOH during the period of the declared COVID-19 pandemic.
- 8. This affidavit has three exhibits attached (Exhibits 1, 2 and 3).

Sworn before me in ______, Nova Scotia, this _____ day of November, 2024.

Notary Public

TAB 1

2021	YAR 510031
This is Exhibit 1 referred to in th sworn before me on November	
Notary Public sign	nature and seal



A GUIDE TO THE HEALTH PROTECTION ACT AND REGULATIONS

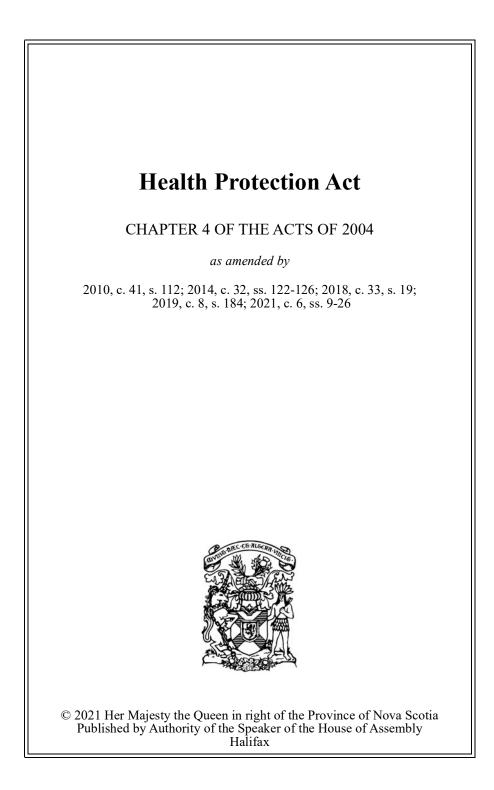
Fall 2005



Your Health Matters

TAB 2

2021	YAR 510031
This is Exhibit 2 referred to in t sworn before me on Novembe	
Notary Public sig	nature and seal



TAB 3

2021	YAR 510031
This is Exhibit 3 referred to in the affidavit of Chris Milburn sworn before me on November, 2024	
Notary Public signature and seal	



MANUFACTURING AND SUPPLY AGREEMENT

BETWEEN

PFIZER CANADA ULC

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

DATED AS OF

OCTOBER 26, 2020

11 CONFIDENTIAL

improperly or corruptly to influence any Government official, political party, candidate for political office, or any other Person, in order to gain an improper business advantage.

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 warranties or undertaking as to (a) non-infringement of Intellectual Property rights of a 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.

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.

6. TERM; TERMINATION.

6.1 <u>Term of Agreement</u>.

This Agreement shall commence on the Effective Date and shall continue until the later of (a)

and (b)

unless terminated pursuant to this Section 6 (Term; Termination) or the mutual written agreement of the Parties ("Term").

6.2 <u>Termination for Cause</u>.

may terminate this Agreementupon written noticein the event of a material breachof any term of thisAgreement, which breach remains uncuredfollowing writtennotice to suchof such material breach. Notwithstanding theforegoing, if such material breach, by its nature, cannot be cured, themay terminate this Agreementmay terminate this Agreementupon written notice