

Dear Mr. Prosecutor of the Judicial Court of
.....

SIMPLE COMPLAINT <i>Article 40 of the Code of Criminal</i>
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Name.....
F i r s t name.....
Place and date of birth.....
Home address.....
City.....
Postcode.....

I have the honour to bring to your attention serious facts committed by :

- Mrs Ursula VON DER LEYEN, born on 8 October 1958, of German nationality, having the status of President of the European Commission, residing at 200 rue de la Loi, 1049 Brussels, Belgium,

And any other natural or legal person that the investigation may reveal,

of such a nature as to constitute the offences of :

- passive bribery and passive trading in influence, as provided for and punished by Articles 432-11 and 435-1 of the Criminal Code,
- embezzlement and misappropriation of public funds in an organised gang, as provided for and punished by Articles 432-15 and 132-71 of the Criminal Code,
- swindling in an organised gang - acts provided for and punished by articles 313-1, 313-2 al.1 and al.5 and 132-71 of the Criminal Code.

PLAN

I. STATEMENT OF FACTS IN SUPPORT OF THE COMPLAINT :

I.1. Mrs VON DER LEYEN, President of the European Commission, who guided the Commission's policy decisions, took the initiative to set up the strategy for the acquisition of vaccines against COVID-19.

I.2. The European Commission decision approving the agreement with the Member States on the purchase of COVID-19 vaccines on their behalf and the procedures for such purchases.

I.3. Mrs VON DER LEYEN, President of the European Commission, has knowingly exceeded the procedure laid down in the agreement between the Member States, in particular the obligations imposed on contract negotiations.

I.3.1. Mrs VON DER LEYEN, in her capacity as President of the European Commission, thought she could negotiate alone, in total disregard of the procedure laid down, the purchase of vaccines against COVID-19.

a) There was no justification for the totally disproportionate amount, in terms of the total E U population, vaccines negotiated and ordered by Ms VON DER LEYEN, on 20 May 2021, during the third contract concluded with the laboratory PFIZER / BIONTECH.

b) There was no justification for the contractual conditions, financially detrimental to the French State and its citizens, established during the preliminary negotiations conducted by Ms VON DER LEYEN.

c) The price of a dose of vaccine was exorbitant and unjustified in view of a contract whose financial imbalance was detrimental to the French State and its taxpayers and favourable to the PFIZER/BIONTECH group.

d) The purchase of an additional 1.8 billion "vaccines" against COVID-19 was all the more unnecessary as the vaccines are ineffective and do not prevent transmission of the virus.

I.3.2. Ms VON DER LEYEN's secret activities have been noted and deplored by several European institutions, including the European Court of Auditors.

II. THE ACTIONS OF MRS VON DER LEYEN IN HER CAPACITY AS PRESIDENT OF THE EUROPEAN COMMISSION ARE OF SUCH A NATURE AS TO BE CLASSIFIED AS CRIMINAL OFFENCES.

II.1 The facts committed by Ms VON DER LEYEN are likely to be classified as passive corruption.

II.1.1. Ms VON DER LEYEN has knowingly exceeded the procedure laid down in the agreement between the Member States, in particular the obligations imposed on contract negotiations.

II.1.2. Ms VON DER LEYEN negotiated the contract for the purchase of the COVID-19 vaccines in secret and refused to produce the exchanges in this regard.

II.1.3. A few months after the conclusion of the contract for the acquisition of the vaccines, Mrs VON DER LEYEN's husband was co-opted onto the Board of Directors of ORGENESIS, a pharmaceutical company specialising in RNA technology with which PFIZER was closely linked.

II.1.4. It is therefore clear that Mrs VON DER LEYEN has abused her position and her mandate as President of the European Commission by agreeing, without right, to offers and promises from the PFIZER / BIONTECH Group.

II.2. Ms. VON DER LEYEN has committed acts that may be classified as embezzlement and misappropriation of public funds.

II.2.1. As President of the European Commission, Mrs VON DER LEYEN was a person in a position of public authority.

II.2.2. The misappropriated public funds were handed over to the European Commission under the contract negotiated by its President as part of her duties.

II.2.3. Ms. VON DER LEYEN has embezzled public funds, including those paid by FRANCE.

II.2.4. The circumstance of organised gang may also be targeted in the context of the opening of an investigation.

II.3. Ms VON DER LEYEN has committed acts that can be classified as criminal offence of swindling.

II.3.1. Ms. VON DER LEYEN abused her real capacity as President of the European Commission to conduct negotiations in fraud of the European Commission's decision of 18.06.2020.

II.3.2. The illegal negotiations conducted by Mrs. VON DER LEYEN deceived the French State into agreeing to an act that imposed excessively prejudicial obligations and determined the remittance of exorbitant funds.

II.3.3. Ms VON DER LEYEN's intention to defraud the Member States was manifest.

II.3.4. Ms VON DER LEYEN's actions have caused damage to the French State, to other Member States and to their taxpayers.

II.3.5. Given her status as a person holding public authority, the facts committed by Ms. VON DER LEYEN can be classified as aggravated fraud.

II.3.6. The circumstance of an organised gang may also be targeted in the context of the opening of an investigation.

III. THE DAMAGE SUFFERED BY THE FRENCH STATE AND ITS TAXPAYERS.

MAY IT PLEASE THE PUBLIC PROSECUTOR

I intend to file a complaint against Ms. Von Der Leyen for the following offences

- **PASSIVE BRIBERY AND INFLUENCE PEDDLING**
Offences provided for and punishable under Articles 432-11 and 435-1 of the Criminal Code.
- **EMBEZZLEMENT AND MISAPPROPRIATION OF PUBLIC FUNDS IN AN ORGANISED GANG**
Offences provided for and punishable under Articles 432-15 and 132-71 of the Criminal Code.
- **ORGANISED FRAUD**
*Offences provided for and punishable under Articles 313-1 and 132-71 of the Criminal Code
With the aggravating circumstances provided for in Article 313-2, paragraph 1 and 5 of the Criminal Code.*

And for any other offence that the investigation may reveal.

I. STATEMENT OF FACTS IN SUPPORT OF THE COMPLAINT :

I.1. Mrs VON DER LEYEN, President of the European Commission, who guided the Commission's policy decisions, took the initiative to set up the strategy for the acquisition of vaccines against COVID-19.

According to Article 17(6) of the Treaty on European Union, among other functions, the President of the European Commission defines the guidelines for the tasks of the European Commission.

Therefore, in accordance with Article 17(1) of the Treaty on European Union, the European Commission is the institution which exercises the functions of coordination, implementation and management of the European Union.

This shows that Ursula VON DER LEYEN, as President of the European Commission, has decided on the EU's policy guidelines in all areas, including external policy and health.

Exhibit 1: Page of Ms URSULA VON DER LEYEN - Extract from the European Commission website

Thus, the EU strategy for COVID-19 vaccines was developed under the guidance of Mrs. VON DER LEYEN.

Its strategy revolved around two points, namely "*the development of a safe and effective COVID-19 vaccine*" and "*the investment needed to roll out the vaccine in the European market*".

Furthermore, the strategy set the objectives of "*ensuring the quality, safety and efficacy of vaccines*" and "*ensuring equitable access to an affordable vaccine for all in the EU as soon as possible*".

As for the financing of this strategy, according to the European Commission, it was to be "*provided by the Emergency Aid Instrument*", for which "*the budgetary authorities, the European Parliament and the Council have made available €2.7 billion under this instrument*".

400 million in 2020 has been invested in the research for COVID-19 vaccines.

In addition, until the end of 2021 the Commission has paid more than €2.55 billion in advances to vaccine manufacturers.

Exhibit 2: Communication from the Commission to the European Parliament, the European Council, the Council and the European Investment Bank on the EU strategy for COVID-19 vaccines

Exhibit 3: European Court of Auditors' report on the procurement of COVID-19 vaccines

It is within the framework of this strategy that the agreement between the Member States and the European Commission for the procurement of vaccines was signed.

Therefore, the said Commission was given the mandate to conclude, in the name and on behalf of the Member States contracts for the purchase of safe and effective COVID-19 vaccines.

1.2. The European Commission decision approving the agreement with the Member States on the purchase of COVID-19 vaccines on their behalf and the procedures for such purchases.

After the World Health Organization described the COVID-19 outbreak as a *In the context of the "pandemic"*, the European Commission, chaired by Ms VON DER LEYEN, published its strategy for vaccines against COVID-19.

This strategy consisted in setting up a procurement procedure of COVID-19 vaccines centralised at EU level.

It argued that a centralised approach would *allow "better hedging, risk sharing and pooling of investments to increase scope and speed and achieve economies of scale."*

Exhibit 2 - European Union Strategy on COVID-19 vaccines

As a result, the European Commission signed an agreement with the 27 EU Member States, authorising it to conclude purchase contracts with manufacturers of COVID-19 vaccines on their behalf.

This agreement was therefore endorsed by a decision of the European Commission on 18.06.2020.

The agreement made very specific provisions regarding the acquisition procedure of these vaccines, including :

- The establishment of a steering committee, whose role is to oversee the negotiations and validate the contracts before signing.

The Steering Committee is composed of one representative from each Member State and chaired jointly by the European Commission and a representative of one of the Member States with experience in negotiations and vaccine production capacity.

In addition, the co-chairs of the Steering Committee should propose a team of experts to join the Commission to form a joint negotiating team.

- A Joint Negotiating Team (JNT) to negotiate the contracts, composed of representatives from seven Member States, selected from the Steering Committee, and Commission officials from different Directorates-General.

Exhibit 4 - The European Commission Decision of 18/6/2020 approving the agreement with the Member States on the procurement of COVID-19 vaccines and its annex

The negotiation procedure was also defined in a very clear and precise manner and included the following steps

- a) Market research (meetings with vaccine manufacturers after **t h e** mailing of the (e.g., pre-questionnaires);
- b) The Steering Committee's agreement to open negotiations ;
- c) Preliminary negotiations between the joint negotiating team and the manufacturer of a vaccine ;
- d) The conclusion of preliminary negotiations, once the essential elements of the contract were provisionally agreed and recorded in non-binding "*term sheets*";
- e) The launch of a call for tenders, which takes place only if the steering committee gives its agreement following the preliminary negotiations;
- f) Post-tender negotiations between the joint negotiating team and the manufacturer of a vaccine. They start after the manufacturer has responded to the tender and end with the signing of a contract.

These negotiations could not therefore begin without the agreement of at least four Member States.

In addition, during these negotiations, the joint negotiating team was obliged to take into account the advice of the Steering Committee and to report back regularly.

- g) Finally, assisted by the Steering Committee, the Commission then had to decide which contract would be concluded. In this sense, the Commission had to consider only those contracts that were expressly accepted by at least four Member States.

Exhibit 4 - The European Commission Decision of 18/6/2020 approving the agreement with the Member States on the procurement of COVID-19 vaccines and its annex

Any contract negotiations for the procurement of COVID-19 "vaccines", including those conducted by the President of the European Commission, should have followed the above procedure in accordance with the terms of the agreement between the European Commission and the EU Member States.

In this case, however, this was not the case.

I.3. Mrs VON DER LEYEN, President of the European Commission, has knowingly exceeded the procedure laid down in the agreement between the Member States, in particular the obligations imposed on contract negotiations.

On 20 May 2021, the European Commission signed the third vaccine purchase contract against COVID-19 with the PFIZER / BIONTECH group on behalf of the Member States.

This was the largest contract ever concluded by the European Commission, and was drawn up and negotiated by Ms VON DER LEYEN alone, outside of any procedure.

Moreover, the contract contained provisions that were totally unfavourable to the Member States.

Exhibit n°6 - The COVID- 19 vaccine purchase contract, concluded on 20/05/2021

I.3.1. Mrs VON DER LEYEN, in her capacity as President of the European Commission, thought she could negotiate alone, in total disregard of the procedure laid down, for the purchase of vaccines against COVID-19.

The contractual conditions established during the preliminary negotiations conducted by Ms VON DER LEYEN were prejudicial to the French State and its taxpayers, as :

- a) There was no justification for the totally disproportionate amount, in relation to the total EU population, vaccines negotiated and ordered by Ms VON

DER LEYEN, on 20 May 2021, during the third contract with the laboratory PFIZER / BIONTECH.

It is important to remember that the contract concluded on 20 May 2021 targeted 900 million doses of vaccine with the possibility of ordering a further 900 million doses.

A total of 4.6 billion doses of COVID-19 vaccine may be ordered by the European Commission under the contract, at a total cost of approximately €71 billion.

However, the total population of the European Union states was no more than 447 million citizens!

Exhibit 6: Press article from the newspaper VALEURS ACTUELLES "Ursula VON DER LEYEN cornered and asked to explain the "SMSSGate""

This disproportionate order explains why, according to official information, about 1.6 billion doses ordered were thrown away.

Indeed, in May 2022, FRANCE was forced to destroy 3.6 million doses and will destroy another 30 million doses as a result of these abusive and damaging acquisitions.

Exhibit 7: Formal notice addressed to the President of the Republic, published on the Reaction 19 website on 4 November 2022;

Exhibit 8: Press article Ladepeche.fr, "COVID-19 vaccines: Poland terminates contracts with PFIZER, should we be concerned?"

Exhibit 9: Investigate Europe press article, "Vaccines: Who is negotiating with Big Pharma?"

Thus, through the negotiations that Ms VON DER LEYEN conducted on her own and in violation of the procedure, she thereby forced the French State (including the other Member States) to purchase more doses of COVID-19 vaccine than necessary.

This acquisition represented billions of euros for the French taxpayers and was a useless and undue expenditure of public money for the benefit of the PFIZER / BIONTECH group.

- b) There was no justification for the contractual conditions, financially detrimental to the French State and its citizens, established during the preliminary negotiations conducted by Ms VON DER LEYEN.

The vaccine purchase contract concluded on 20 May 2021, published on the Commission's website European, has many blank passages.

Firstly, the contract includes an obligation for Member States to purchase all the doses of COVID-19 vaccine ordered, otherwise they will be contractually liable.

Furthermore, with regard to the drawing up and amendment of the annexes to the contract, the latter stipulates that the drawing up and amendment of the annexes may be carried out by the manufacturer, without any prior negotiation between the parties.

The contractual regime for hidden defects in the vaccines covered by this contract is highly questionable, and appears absurd even to a neophyte in law.

Thus, *the existence of a defect must be established by a simple visual inspection and within 5 working days to report hidden defects in vaccines, after their discovery (sic).*

Exhibit 10: Legal Note REACTION 19 on the Advance Purchase Agreement ("APA") for COVID-19 vaccines concluded on 20/11/2020 between the European Commission and the PFIZER BioNTech Group;

Exhibit 11: Reaction 19 legal note on the European Commission's decision of 18 June 2020 published on the Reaction 19 website on 23 November 2022

Exhibit 12: Ouest France press article, "The four questions raised by the price increase of PFIZER and MODERNA vaccines in the midst of a pandemic"

Finally, through her negotiations, Ms VON DER LEYEN has not only :

- released the PFIZER / BIONTECH group from its obligation to compensate the citizens who have suffered side effects from vaccines,
- However, it also made the Member States responsible for such compensation as well as for the manufacturer's legal costs in the event of legal action concerning adverse effects!

This legal approach is unique and exorbitant in relation to ordinary law!

Consequently, in addition to the violation of the negotiation procedure, it is clear from all the contractual provisions that the third contract concluded with the PFIZER / BIONTECH group was totally unfavourable to the French State and other Member States, as the contractual conditions negotiated by Ms VON DER LEYEN created a legal imbalance that was prejudicial to FRANCE, the EU Member States and their taxpayers.

- c) The price of a dose of vaccine was exorbitant and unjustified in view of a contract whose financial imbalance was detrimental to the French State and its taxpayers and favourable to the PFIZER/BIONTECH group.

As such, part of the upfront costs normally borne by vaccine manufacturers were financed by the EU through *the 'emergency aid instrument'*, in exchange for the right to purchase vaccine doses within a given timeframe and at a given price.

In this context, the Commission has provided guarantees to the European Investment Bank in the framework of its financial instruments for the benefit of vaccine manufacturers.

This is the case for BIONTECH SE, which has signed an agreement with the European Bank for a 100 million euro financing package jointly guaranteed by the European Fund for Strategic Investments and the INNOVFIN scheme from the HORIZON 2020 programme.

*Exhibit 2 - European Union Strategy
on COVID-19 vaccines*

In addition, the prices initially foreseen by the purchase of doses of vaccines produced by PFIZER were between 9 and 12 euros.

In the vaccine purchase agreement signed on 17 February 2021 with the PFIZER / BIONTECH group, the price of a vaccine dose was set at 15.5 euros.

Exhibit 13: The COVID-19 vaccine purchase contract concluded on 17/02/2021 between the European Commission and the PFIZER / BIONTECH group

However, in the framework of the contract negotiated by Mrs VON DER LEYEN and concluded on 20 May 2021 with the same vaccine manufacturer, and which was the most consequential, the price increased, unjustifiably, to 19.50 euros for a dose of vaccine, i.e. an increase of 25.8%!

This price increase was surprising and unjustified, as this contract was concluded only 3 months after the second contract signed with the PFIZER / BIONTECH group, without any change in circumstances that could have justified such a price increase.

Exhibit 6: Press article from the newspaper VALEURS ACTUELLES "Ursula VON DER LEYEN cornered and asked to explain the "SMSSGate""

Exhibit 12: Ouest France press article, "The four questions raised by the price increase of PFIZER and Moderna vaccines in the midst of a pandemic".

Exhibit 14: European Commission website page: Questions and Answers on vaccination against COVID-19 in the EU

In addition, according to a study conducted by IMPERIAL COLLEGE LODON, it was shown that the cost of producing a dose of vaccine produced by PFIZER/BIONTECH against COVID-19 was 88 cents.

It appears that the purchase price of the vaccine under the contract was manifestly unjustified and disproportionate as it was sold at 22 times the cost of production.

Exhibit 15: Imperial London College study - Zoltan Kis and Zain Rizvi, "How to make enough vaccines for the world in one year";

This exorbitant margin was not economically justified, especially as the manufacturer benefited from European aid and took no risk in the event of liability.

All these aspects inevitably raise questions about the exchanges that took place between the PFIZER / BIONTECH group and the President of the Commission during the preliminary negotiations in question, and without any explanation of the exorbitant quantity of vaccine doses being given.

It is clear that the price of the vaccine is totally inexplicable and that Mrs VON DER LEYEN has made commitments that are highly unfavourable to the French State and the other Member States, to the exclusive benefit of the PFIZER / BIONTECH group!

- d) The purchase of an additional 1.8 billion "vaccines" against COVID-19 was all the more unnecessary as the vaccines are ineffective and do not prevent transmission of the virus.

The ineffectiveness of vaccines against COVID-19 has been proven since 2021, especially before the conclusion of this third contract on 20 May 2021 with the PFIZER / BIONTECH group.

In this respect, in a dispute before the Council of State in April 2021, concerning the suspension of certain measures in the context of the COVID-19 epidemic, the judges held that vaccination "does not completely eliminate the possibility that vaccinated persons remain carriers of the virus" and that "vaccinated persons may nevertheless remain carriers of the virus and thus contribute to the spread of the epidemic to an extent that is difficult to quantify at this stage".

It is difficult to make this clearer than the Council of State has done.

Since then, this observation has never been questioned either legally or scientifically.

*Exhibit 16: The decision of the Council of State
French No. 450956 of 1 April 2021*

Furthermore, and above all, according to the PFIZER / BIONTECH group's own admission, last October the President of PFIZER's international markets, Mrs Janine SMALL, admitted before the European Parliament that the "vaccine" produced by PFIZER / BIONTECH had not been tested for the transmissibility of COVID-19.

This has only increased the deception orchestrated around the COVID-19 vaccines!

*Exhibit 17: Press article Libération -
"Covid: Did PFIZER "reveal" that the effect of
the vaccine on transmission had not been
assessed before it was marketed?"*

*Exhibit 18: Veridik press article, "European Public
Prosecutor's Office opens investigation into
COVID-19 vaccine procurement contracts*

*Exhibit 19: The Veridik press article, "PFIZER
Gate: Towards the biggest scandal in the history
of mankind*

Moreover, this ineffectiveness has been stated by several studies and positions taken by health authorities, such as the American Food and Drug Administration and the World Health Organisation, which indicated on its website that "*the impact of the vaccine on transmission is modest. (...)*"

*Exhibit 20: Excerpt from the World Health
Organization website - "PFIZER-BioNTech
COVID-19 vaccine: what you need to know*

It is therefore more than legitimate to ask about this order, made under secret conditions, for additional doses of a product that has never been tested on one of the essential characteristics of a vaccine: preventing the transmission of the disease.

In view of the facts set out, it is clear that the terms of the third contract negotiated by Ms VON DER LEYEN were highly prejudicial to the French State, since :

- he was hired illegally and fraudulently;
- the contract concluded was totally unbalanced in that it contained provisions totally unfavourable to the EU Member States;
- the quantity of doses ordered was disproportionate and far exceeded the population of the EU Member States ;
- The price per dose of vaccine was exorbitant and unjustified,
- The effectiveness of the ordered 'vaccine' was already highly questionable at that time
as the product is even dangerous since no
The first time a drug has caused so many serious side effects for such a result
derisory.

1.3.2. Ms VON DER LEYEN's secret activities have been noted and deplored by several European institutions, including the European Court of Auditors.

In April 2021, on the occasion of an article published in the American newspaper NEW YORK TIME concerning the exchanges between the President of the European Commission and the CEO of PFIZER regarding the third contract for the purchase of COVID-19 vaccines by the European Commission, journalist Alexander Fanta requested that these messages and other documents relating to these exchanges be made public

Ms VON DER LEYEN categorically refused to communicate these SMS messages.

The European Commission, against all expectations, sided with its President, explaining that the messages exchanged between Ms. VON DER LEYEN and the CEO of PFIZER were not documents within the meaning of the European regulation and that their publication was therefore not necessary.

*Exhibit 21: EURACTIV press article,
"COVID-19:*

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Noting the lack of response to his request to publish documents, the journalist referred the matter to the European Ombudsman, who opened an enquiry.

The European Ombudsman therefore logically requested that a search be carried out of said SMS!

Exhibit 22: The European Ombudsman's recommendation concerning the European Commission's refusal to give public access to the text messages (SMS) exchanged between the President of the Commission and the CEO of PFIZER concerning the purchase of COVID-19 vaccines

Contrary to what the European Commission may have thought, the SMS messages in question were indeed documents and should therefore have been communicated in accordance with Regulation 1049/2001, which establishes a right of public access to EU documents, which defines the concept of document as: "*any content whatever its medium (written on paper or stored in electronic form, sound, visual or audiovisual recording) concerning a matter relating to the policies, activities and decisions falling within the institution's sphere of competence*".

Exhibit 22: Regulation (EC) No 1049/2001 regarding public access to European Parliament, Council and Commission documents

In addition, the European Court of Auditors, which is responsible for monitoring the legality and regularity of EU expenditure, issued a damning report on 12 December 2022 on the actions of Ms VON DER LEYEN.

Exhibit 3: European Court of Auditors' report on the procurement of COVID-19 vaccines

In the European Court of Auditors' report, the Court concluded that :

"...During the month of March 2021, the President of the Commission conducted the preliminary negotiations for a contract with PFIZER / BIONTECH. This is the only contract for which the joint negotiating team did not participate in this stage of the negotiations, contrary to the Commission's decision on the procurement of COVID-19 vaccines."

"...We have had access to the relevant Commission documents, with the exception of those concerning the participation of the Commission President in the preliminary negotiations with PFIZER / BIONTECH..."

The extremely serious issues raised by the Court of Auditors were reported in paragraphs 14 and 48-50 of the report.

This report attested to the illegality of the preliminary negotiations conducted by Mrs VON DER LEYEN in her capacity as President of the European Commission, in disregard of the conditions imposed by the procedure laid down in the agreement concluded between the Member States and the European Commission.

The European Court of Auditors has therefore officially and irrefutably established that Mrs VON DER LEYEN alone and outside of any procedure conducted the preliminary negotiations prior to the conclusion of the most important contract in terms of quantity of vaccines ever ordered by the Member States, as well as in terms of price and the importance of the obligations imposed on the Member States.

*Exhibit 23: Michèle RIVASI press article,
"SMS affair: European Court of Auditors slams
Commission for opaque negotiations on
Europe's biggest vaccine contract*

However, suspiciously, Mrs VON DER LEYEN did not respond to the Ombudsman's request, nor to the Court of Auditors' conclusions, nor to the requests of several MEPs, who asked for explanations on the purchase contract concluded on 20 May 2021.

*Exhibit 24: Question with request for written
answer to the Commission from Virginie
JORON and Robert ROSS MEPs*

*Exhibit 25: Question with request for written
answer to the Commission from Virginie
JORON and Robert ROSS MEPs*

Worse still, the CEO of PFIZER also refused to give explanations before the European Parliament.

*Exhibit 26: EURACTIV article, "COVID-19
vaccines: PFIZER CEO still refuses to meet
MEPs*

In this context, the NEW YORK TIMES newspaper filed a complaint before the Court of Justice of the European Union against the European Commission in order to obtain the communication of the text messages exchanged by Mrs. VON DER LEYEN with the CEO of PFIZER, Mr. Albert BOURLA.

*Exhibit 6 : Article from article
from newspaper VALEURS ACTUELLES
" Ursula VON DER
LEYEN cornered and asked to explain the
"MSGate""*

It is clear that Mrs VON DER LEYEN, by abusing her position as President of the European Commission, has conducted illegal and fraudulent negotiations to the detriment of the French State, its taxpayers, the other Member States and the EU.

The refusal of Mrs. VON DER LEYEN to publish the exchanges and to explain herself before the MEPs, and the refusal of the CEO of PFIZER, demonstrate this perfectly.

Thus, the text messages exchanged between Ms VON DER LEYEN and the CEO of PFIZER should have

This means that the information should be published and made public, which is still not the case.

Finally, in order to get to the bottom of this, it is also necessary to question the members of the French Joint Negotiation Team and Steering Committee, who were supposed to represent the French state in the procurement strategy for COVID-19 vaccines. This team was composed of :

- Mr Pierre CUNEO - member of the joint negotiating team;
- Mr Edgar TILLY - member of the steering committee. -

*Exhibit 9: Investigate Europe press article,
"Vaccines : Who so negotiate
with Big Pharma";*

It is in this context that the present complaint is lodged against Mrs. VON DER LEYEN for the offences developed below and against any person that the investigation will allow to identify as a perpetrator or accomplice.

II. THE ACTIONS OF MRS. VON DER LEYEN, IN HER CAPACITY AS PRESIDENT OF THE EUROPEAN COMMISSION, ARE LIKELY TO BE CLASSIFIED AS CRIMINAL ACTS IN SEVERAL WAYS

It is clear from the information provided that the President of the European Commission, Ms Ursula VON DER LEYEN, committed acts that can be classified as passive corruption or passive trading in influence (II.1.), embezzlement and misappropriation of public funds (II.2.) and swindling (II.3.).

II.1 The facts committed by Ms VON DER LEYEN are likely to be classified as passive corruption.

Article 432-11 of the Criminal Code states that:

"It is punishable by ten years' imprisonment and a fine of €1,000,000, which may be increased to twice the amount of the proceeds of the offence, for a person who is a representative of the public authority, entrusted with a public service mission, or invested with a public elective mandate, to solicit or agree, without right, at any time, directly or indirectly, offers, promises, gifts, presents or advantages of any kind for himself or herself or for another person :

1° Either for performing or having performed, or for refraining or having refrained from performing, an act of his or her office, mission or mandate or facilitated by his or her office, mission or mandate;

2° Or for abusing or having abused his real or supposed influence in order to obtain from a public authority or administration distinctions, jobs, contracts or any other favourable decision.

The fine shall be increased to €2,000,000 or, if this amount is exceeded, to twice the proceeds of the offence, where the offences provided for in this Article are committed by an organised gang.

Article 435-1 of the Penal Code states that:

"The following is punishable by ten years' imprisonment and a fine of €1,000,000, which may be increased to twice the amount of the proceeds of the offence, by a person who is a representative of public authority, entrusted with a public service mission or invested with a public elective office in a foreign State or within a public international organisation to solicit or accept, without right, at any time, directly or indirectly, offers, promises, gifts, presents or benefits of any kind, for himself or herself or for another person, in order to carry out or have carried out, to refrain from carrying out or to have refrained from carrying out an act in the exercise of his or her function, mission or mandate or facilitated by his or her function, mission or mandate.

The fine shall be increased to €2,000,000 or, if this amount is exceeded, to twice the proceeds of the offence, where the offences provided for in this Article are committed in an organised gang.

II.1.1. Ms VON DER LEYEN has knowingly exceeded the procedure laid down in the agreement between the Member States, in particular the obligations imposed on contract negotiations.

As explained above, on 20 May 2021, the European Commission signed the third COVID-19 vaccine purchase contract with the PFIZER / BIONTECH group on behalf of the Member States.

This was the largest purchase contract ever concluded by the Commission.

However, it appeared that the provisions of this contract were totally unfavourable to the Member States, and what is more, it was only negotiated between Ms VON DER LEYEN and the CEO of PFIZER outside the protocol provided for by the European Commission's decision of 18/6/2020.

It is recalled that the European Court of Auditors issued a damning report on 12 December 2022 on the actions of Mrs. VON DER LEYEN.

"...During the month of March 2021, the President of the Commission conducted the preliminary negotiations for a contract with PFIZER / BIONTECH. This is the only contract for which the joint negotiating team did not participate in this stage of the negotiations, contrary to the Commission's decision on the procurement of COVID-19 vaccines."

"...We have had access to the relevant Commission documents, with the exception of those concerning the participation of the Commission President in the preliminary negotiations with PFIZER / BIONTECH..."

Exhibit 3: European Court of Auditors' report on the procurement of COVID-19 vaccines

It is therefore clear that Ms VON DER LEYEN, who holds a public elected office in a public international organisation, has performed or refrained from performing an act in her official capacity, has facilitated by her office and has abused her influence an illegal decision of the European Commission to the detriment of the Member States.

II.1.2. Ms VON DER LEYEN negotiated the contract for the purchase of the vaccines against COVID-19 in a covert manner and refused to produce the exchanges in this regard.

As a corollary to the above-mentioned offences, the actions of Mrs VON DER LEYEN, in the context of the facts of which she is accused, were totally concealed.

Thus, while the actions of Mrs VON DER LEYEN have been noted and deplored by several European institutions, including the European Court of Auditors, the President of the European Commission and the Chairman and CEO of PFIZER have refused to communicate their exchanges in the context of these negotiations. |

The European Ombudsman was forced to investigate the conditions under which the contract for the purchase of COVID-19 vaccines was negotiated under Regulation 1049/2001, which establishes a right of public access to EU documents.

Exhibit 22: Regulation (EC) No 1049/2001 regarding public access to European Parliament, Council and Commission documents

The European Ombudsman considered that these exchanges constituted documents and requested that a search be carried out for the said SMS!

Exhibit 21: The European Ombudsman's recommendation on the European Commission's refusal to grant access

public to the written messages (SMS) exchanged between the President of the Commission and the CEO PFIZER concerning the purchase of COVID-19 vaccines;

In addition, the European Court of Auditors issued a damning report on 12 December 2022 on the actions of Ms VON DER LEYEN.

Exhibit 3: European Court of Auditors' report on the procurement of COVID-19 vaccines

Indeed, the European Court of Auditors' report concluded that

"...We have had access to the relevant Commission documents, with the exception of those concerning the participation of the Commission President in the preliminary negotiations with PFIZER / BIONTECH..."

It is also recalled that the New York Times has filed a complaint against the European Commission before the Court of Justice of the European Union in order to obtain the text messages exchanged by Ms. VON DER LEYEN with the CEO of PFIZER, Mr. Albert BOURLA.

To this day, neither the European Ombudsman nor the European Court of Auditors has had access to the exchanges between the President of the European Commission and the CEO of PFIZER.

Thus, the refusal of Mrs. VON DER LEYEN to publish the exchanges and the refusal of the CEO of PFIZER perfectly demonstrate that the negotiations took place under perfectly fraudulent, illicit and illegal conditions.

The covert nature of the negotiations is a decisive element in the qualification of the offence of passive bribery and trading in influence.

II.1.3. A few months after the conclusion of the contract for the acquisition of the vaccines, Mrs VON DER LEYEN's husband was co-opted onto the Board of Directors of ORGENESIS, a pharmaceutical company specialising in RNA technology with which PFIZER was closely linked.

Mr. Heiko VON DER LEYEN, husband of Mrs. Ursula VON DER LEYEN, was a physician who worked in research at Stanford, focusing on "cardiovascular gene therapy".

At the same time, he was managing director of the company ARTISSGMBH in Hanover, founded in 2001, which designs biological cardiac mitral valves.

In 2005, he became the managing director of HANNOVER CLINICAL TRIAL CENTER GMBH (HCTC), which provides clinical trial services.

Thus, Mr VON DER LEYEN's profile was far removed from mRNA technology.

At the same time, however, Mr VON DER LEYEN was a scientific consultant for the American company ORGENESIS, which specialises in mRNA technology, particularly used in vaccines against COVID-19.

In this context, ORGENESIS would be linked to HCTC through the company KKS.

It is in this context that Mr VON DER LEYEN became a consultant for the company ORGENESIS.

It appears that ORGENESIS has very close connections with the American PFIZER Group, in particular through major common shareholders.

According to the NEW YORK Stock Exchange, they are as follows:

- ORGENESIS: The Vanguard Group, Inc. 3.77%; SSgAFunds Management, Inc. 0.34%; Geode Capital Management LLC 0.81
- PFIZER: The Vanguard Group, Inc. 7.78%; SSgAFunds Management, Inc. 4.97%; Geode Capital Management LLC 1.78

However, in a curious way, following the conclusion of the contract for the acquisition of vaccines against COVID-19 between the PFIZER / BIONTECH group and the European Commission, negotiated by Mrs VON DER LEYEN, her husband was co-opted onto the Board of Directors of ORGENESIS, which would have risen from a basic salary of approximately 300,000 dollars per year in Germany to more than 1.5 million dollars at ORGENESIS.

Exhibit 27: Survey and article written by Romanian journalist, Mr. Adian ONCIU, "Ursula Von der "Liar" and her lost memories

In addition, the VON DER LEYEN couple were also suspected of corruption, as the Italian press revealed in October 2020, when Mr VON DER LAYEN was on the supervisory board of the ORGENESIS ITALY S.R.L. foundation, that the latter had received funding of more than 300 million euros from the European Commission, headed by his wife.

Exhibit 28: Mediapart article, "Conflict of interest: the disturbing activities of the VON DER LEYEN couple

Exhibit 29: Press article Boulevard Voltaire, "VON DER LEYEN cited in alleged corruption case involving 60,000 euros

Exhibit 30: France Soir article, "Ursula and Heiko VON DER LEYEN: conflicts of interest at a minimum

Moreover, seven MEPs have referred the matter to the Commissioner for Transparency and the Rule of Law in view of the numerous suspicions of corruption concerning the VON DER LEYEN couple.

Exhibit 31: Letter from 7 MEPs to the Commissioner for Transparency and Rule of Law concerning the activities of Mr Heiko VON DER LEYEN

Exhibit 32: Article Le Courrier du Soir, "Corruption in the EU, MEPs revolt and declare war on VON DER LEYEN and her husband"

Consequently, in view of these elements and the conditions under which Mrs VON DER LEYEN negotiated the contract for the acquisition of the vaccines with the PFIZER / BIONTECH Group, it is clear that she agreed to promises and offers, in particular concerning her husband's career in the context of the acquisition of the Group's COVID-19 vaccines.

II.1.4. It is therefore clear that Mrs VON DER LEYEN has abused her position and her mandate as President of the European Commission by agreeing, without right, to offers and promises from the PFIZER / BIONTECH Group.

In view of the above, it is clear that all the elements required to open an investigation for passive corruption and trading in influence against Ms VON DER LEYEN are present.

II.2. Ms. VON DER LEYEN has committed acts that may be classified as embezzlement and misappropriation of public funds.

According to Article 432-15 of the Penal Code:

"The fact, by a person holding public authority or entrusted with a public service mission, a public accountant, a public depositary or one of his subordinates, of destroying, embezzling or removing a deed or document, or public or private funds, or effects, documents or documents in lieu thereof, or any other object which has been entrusted to him by virtue of his functions or mission, shall be punishable by ten years' imprisonment and a fine of €1,000,000, the amount of which may be doubled by the proceeds of the offence.

The fine shall be increased to €2,000,000 or, if it exceeds this amount, to twice the proceeds of the offence, where the offence is committed in an organised gang.

Attempts to commit the offences provided for in the preceding paragraphs shall be punishable by the same penalties.

II.2.1. As President of the European Commission, Ms VON DER LEYEN was a person holding public authority.

Ms VON DER LEYEN was the President of the European Commission, the institution of the the European Union at the time of the events.

Exhibit 1: Page of Ms URSULA VON DER LEYEN - Extract from the European Commission website

In this framework, the President of the Commission is elected for a renewable five-year term and chairs the Commission, which collectively holds the monopoly on initiating European legislation and ensuring its implementation.

The President controls the policy agenda of the Commission during its term of office and, in practice, no policy can be proposed without the President's agreement.

The President is responsible for giving the European Commission and the European Union a and policy directions.

In addition, the President can force a commissioner to resign.

Ultimately, the role of the President is similar to that of a national Prime Minister, but at EU-wide.

Therefore, in view of her capacity as President of the European Commission and taking into account her decision-making powers, Ms. VON DER LEYEN was a person holding public authority at the time of the events.

II.2.2. The misappropriated public funds were handed over to the European Commission under the contract negotiated by its President as part of her duties.

As explained above, in the framework of the COVID- 19 vaccine procurement strategy, through the above-mentioned agreement, the European Commission has been mandated by the Member States to conclude contracts for the procurement of vaccines in their name and on their behalf, under specific provisions.

The fraudulent contract that was concluded between the European Commission and the PFIZER / BIONTECH Group was negotiated solely on the terms of the President of the European Commission.

Exhibit 4: The European Commission Decision of 18/6/2020 approving the agreement with the Member States on the procurement of COVID-19 vaccines and its annex

Thus, the public funds that Ms. VON DER LEYEN committed, through her illegal negotiations, were at her disposal solely because of her functions within the European Commission, which constitutes a misappropriation.

Furthermore, according to Article 4 of the European Commission's decision :

"Where the Commission intends to conclude an APA containing an obligation to acquire vaccine doses in accordance with this Agreement, it will inform the participating Member States of such an intention and the conditions in detail.

If a participating Member State does not agree with the conclusion of an ACS containing a vaccine purchase obligation or with its conditions, it shall have the right to withdraw, by explicitly notifying the Commission of its withdrawal within 5 working days of the Commission's communication of its intention to conclude the ACS.

On the one hand, it has never been demonstrated that the information by the European Commission of the intention to order additional doses was delivered to the Member States so that they could exercise their right to withdraw.

On the other hand, it appears from the contract that the Member States were no longer able to withdraw from the contract and were left with a purchase obligation, even though the contractual process was not in line with the agreement between the European Commission and the Member States.

Exhibit 4: The European Commission Decision of 18/6/2020 approving the agreement with the Member States on the procurement of COVID-19 vaccines and its annex

Exhibit 5: The COVID- 19 vaccine purchase contract concluded on 20/05/2021 between the European Commission and the PFIZER / BIONTECH group

Consequently, the negotiations, the conclusion of this contract and consequently its execution, representing a huge unnecessary expense for the exclusive benefit of the PFIZER / BIONTECH group, decided outside of any legal procedure by the President of the European Commission and the aforementioned Commission, constitute a misappropriation of public funds.

II.2.3. Ms. VON DER LEYEN has embezzled public funds, including those paid by FRANCE.

Despite the contract negotiation procedure put in place by the above-mentioned agreement, Mrs VON DER LEYEN negotiated alone and outside of any procedure the third vaccine purchase contract concluded on 20 May 2021 with PFIZER / BIONTECH.

Thus, Mrs. VON DER LEYEN engaged the French State (and other Member States) in a contractual relationship to purchase an exorbitant number of doses of Covid-9 vaccine, which greatly exceeded the needs of the population and at a very high price.

This contract was paid for by the Member States with sums from public funds, made up of the contributions, the taxes, of the European people, including the French people.

The misuse of public funds is then obvious, as 35 billion euros of public funds (of which 4.6 billion euros were paid by the French state) were used in a flawed and illegal procedure for the unnecessary purchase of doses of COVID-19 "*vaccines*".

II.2.4. The circumstance of organised gang may also be targeted in the context of the opening of an investigation.

An organised gang is defined as '*any grouping formed or any agreement established with a view to the preparation, characterised by one or more material facts, of one or more offences*' by Article 132-71 of the Criminal Code.

In the present case, the contract was negotiated by Ms VON DER LEYEN alone and was approved by the European Commission on the terms negotiated by the latter in fraud of the protocol that the members of this Commission had themselves put in place with the Member States of the European Union.

It is therefore clear that a cartel was set up by Ms VON DER LEYEN and, at the very least, the members of the European Commission with a view to misappropriating the public funds of the Member States.

Moreover, the behaviour of the members of the European Commission following the request for disclosure of the exchanges between Mrs VON DER LEYEN and the CEO of the company PFIZER allows us to assume that she played an active role in the misappropriation of public funds.

The misappropriation of funds was therefore clearly carried out in an organised manner, in particular with the members of the European Commission.

II.3. Ms VON DER LEYEN has committed acts that are of a nature to receive the criminal qualification of fraud.

Article L. 313-1 of the French Penal Code states that:

*"Fraud is the act, either by the use of a false name or capacity, or by the abuse of a true capacity, or by the use of fraudulent manoeuvres, of deceiving a natural or legal person and thus determining him, to his detriment or to the detriment of a third party, to hand over funds, securities or any other property whatsoever, to provide a service or to consent to an act giving rise to an obligation or discharge.
Swindling is punishable by five years' imprisonment and a fine of 375,000 euros.*

II.3.1. Ms. VON DER LEYEN abused her real capacity as President of the European Commission to conduct negotiations in fraud of the European Commission's decision of 18.06.2020.

Under the agreement signed with the European Commission, the French State and the other EU Member States gave their prior agreement to the conclusion of these contracts, and set up a contract negotiation procedure that was supposed to ensure the representativeness of the Member States through the European Commission.

Exhibit 4: The European Commission Decision of 18/6/2020 approving the agreement with the Member States on the procurement of COVID-19 vaccines and its annex

Despite her capacity as President of the European Commission, Mrs VON DER LEYEN did not have the power to conduct preliminary negotiations on her own prior to the conclusion of the contracts for the purchase of vaccines, as established above.

Thus, by abusing her true capacity as President of the European Commission, Mrs. VON DER LEYEN, exceeding her powers, conducted preliminary negotiations with the PFIZER / BIONTECH group, which were decisive for the conclusion and execution of the third vaccine purchase contract.

Consequently, Mrs VON DER LEYEN, who did not have the power to negotiate the vaccine purchase contracts, abused and fraudulently used her position as President of the European Commission to determine the conclusion of the said vaccine purchase contract.

II.3.2. The illegal negotiations carried out by Mrs. VON DER LEYEN deceived the French State into agreeing to an act that created excessively prejudicial obligations and determined the remittance of exorbitant funds.

As explained above, Mrs. VON DER LEYEN conducted preliminary negotiations outside of any procedure with the PFIZER / BIONTECH group, with a view to determining the conclusion of a vaccine purchase contract worth 35 billion euros, and this in total opacity!

This contract, signed on 20 May 2021 by the European Commission with the PFIZER / BIONTECH group, provided for the obligation for Member States to purchase 1.8 billion doses of the vaccine at a rate excessively higher than its manufacturing cost.

Exhibit 5: The COVID-19 vaccine purchase contract concluded on 20/05/2021 between the European Commission and the PFIZER / BIONTECH group

Thus, the conclusion and execution of the said contract constituted the result of the fraud since the abuse of Mrs VON DER LEYEN's capacity led to an act obliging the French State to purchase millions of doses of useless COVID-19 vaccine and determining it to remit funds for this purpose.

II.3.3. Ms VON DER LEYEN's intention to defraud the Member States was manifest.

It is clear from the facts that Mrs VON DER LEYEN, in her capacity as President of the European Commission, could not have been unaware of the imposed negotiation procedure, and despite this, she voluntarily conducted the negotiations with the PFIZER / BIONTECH group on her own, outside of any procedure.

Moreover, the fact that the exchanges with the CEO of PFIZER on this subject were concealed and refused to be published, despite the injunctions of the EU Ombudsman and the EU Court of Auditors, only reinforces the characterisation of the infringement

Consequently, by abusing her position, Mrs VON DER LEYEN has conducted illegal negotiations with the CEO of PFIZER, outside of any procedure, thus deceiving the Member States, so that they find themselves bound by a contract that is highly prejudicial to them and determine them to hand over funds!

II.3.4. Ms VON DER LEYEN's actions have caused damage to the French State, to other Member States and to their taxpayers.

The damage caused to the French State and its taxpayers is detailed in Chapter III of this complaint.

II.3.5. In view of her status as a person holding public authority, the facts committed by Ms VON DER LEYEN can be classified as aggravated fraud.

According to Article 313-2 of the Criminal Code:

"The penalties are increased to seven years' imprisonment and a fine of 750,000 euros when the fraud is carried out :

1° By a person who is a representative of public authority or entrusted with a public service mission, in the exercise or on the occasion of the exercise of his functions or mission; (...)

5° To the detriment of a public person, a social welfare body or a body entrusted with a public service mission, in order to obtain an allowance, a benefit, a payment or an undue advantage (...).

Ms VON DER LEYEN was the President of the European Commission of the European Union, and as such, she was a person with public authority at the Community level.

The above-mentioned acts committed in his capacity as a person holding public authority to the detriment of the French State and the other Member States constitute the above-mentioned aggravations.

II.3.6. The circumstance of organised gang may also be targeted in the context of the opening of an investigation.

An organised gang is defined as '*any grouping formed or any agreement established with a view to the preparation, characterised by one or more material facts, of one or more offences*' by Article 132-71 of the Criminal Code.

In this case, the contract was negotiated by Ms VON DER LEYEN, alone, and was approved by the European Commission on the terms negotiated by the latter in fraud of the protocol that they themselves had put in place with the Member States of the European Union.

Therefore, it is clear that a cartel was established by Mrs. VON DER LEYEN and, at least, the members of the European Commission in order to determine the Member States to hand over the funds for the acquisition of the vaccines.

Moreover, the behaviour of members of the European Commission following the request to reveal the exchanges between Mrs VON DER LEYEN and the CEO of the company PFIZER allows us to assume that she played an active role in the swindle of the Member States.

It therefore appears that the fraud was clearly carried out as an organised gang, in particular with the members of the European Commission.

As a result, the Public Prosecutor will have to open a preliminary investigation into this matter.

III. THE DAMAGE SUFFERED BY THE FRENCH STATE AND ITS TAXPAYERS.

The sums that were committed by Mrs VON DER LEYEN for the payment of the contract concluded on 20 May 2021, came from public funds of which the French people and more generally the European Union were the taxpayers.

The existence of a financial loss for the French State and its taxpayers is constituted by the unnecessary and disproportionate expenditure since :

- According to official information, about 1.6 billion doses of vaccines ordered by the European Commission will be thrown away;
- Mrs VON DER LEYEN negotiated the said purchase at a price that was much higher than previous orders, even though the production cost of a dose of vaccine produced by PFIZER/BIONTECH is only 88 cents ;
- All the clauses of the contract negotiated by Ms VON DER LEYEN were prejudicial to the French State.

Exhibit 10: Legal Note REACTION 19 on the Advance Purchase Agreement ("APA") for COVID-19 vaccines concluded on 20/11/2020 between the European Commission and the PFIZER BioNTech Group;

Exhibit 12: Ouest France press article, "The four questions raised by the price increase of PFIZER and Moderna vaccines in the midst of a pandemic".

The total damage to the Member States amounts to 35 billion euros, according to the daily newspaper Ouest FRANCE, including 4.6 billion euros for the French State and its taxpayers.

30.4 billion above the cost of producing the COVID-19 vaccines ordered by the European Commission!

Exhibit 14: Imperial London College study - Zoltan Kis and Zain Rizvi, "How to make enough vaccines for the world in one year";

Consequently, it is clear from the above that the French State and its taxpayers have been the victims of the aforementioned actions of Mrs VON DER LEYEN, and have suffered a serious and gigantic prejudice.

It follows from all the above developments that the acts committed by Ms VON DER LEYEN are of a nature to receive the following criminal qualifications:

- **Passive bribery and influence peddling**
Offences provided for and punished by Articles 432-11 and 435-1 of the Criminal Code;

- **Embezzlement and misappropriation of public funds in an organised gang**
Offences provided for and punished by Articles 432-15 and 132-71 of the Criminal Code;

- **Organised swindling**
Offences provided for and punished by Articles 313-1 and 132-71 of the Penal Code, with the aggravating circumstances provided for in Article 313-2, paragraphs 1 and 5 of the Criminal Code;

and justify the opening of an investigation.

Of course we are at your disposal for any further information information.

Thanking you for your kind attention,

Please accept, Madam or Mr. Public Prosecutor, the assurances of our highest consideration.
the assurance of our sincere consideration.

Done at.....

On.....

Signature of complainant.....

DISCLOSURE FORM

Exhibit 1: Page of Ms URSULA VON DER LEYEN - Extract from the European Commission website

Exhibit 2: Communication from the Commission to the European Parliament, the European Council, the Council and the European Investment Bank on the EU strategy for COVID-19 vaccines

Exhibit 3: European Court of Auditors' report on the procurement of COVID-19 vaccines

Exhibit 4: The European Commission Decision of 18/6/2020 approving the agreement with the Member States on the procurement of COVID-19 vaccines and its annex

Exhibit 5: The COVID-19 vaccine purchase contract concluded on 20/05/2021 between the European Commission and the PFIZER / BIONTECH group

Exhibit 6: Press article from the newspaper VALEURS ACTUELLES "Ursula VON DER LEYEN cornered and summoned to explain the "SMSSGate"".

Exhibit 7: Formal notice addressed to the President of the Republic, published on the Reaction 19 website on 4 November 2022

Exhibit 8: Press article Ladepeche.fr, "Vaccines against COVID-19: Poland terminates its contracts with PFIZER, should we be concerned?"

Exhibit 9: Investigate Europe press article, "Vaccines: Who is negotiating with Big Pharma?"

Exhibit 10: Legal Note REACTION 19 on the Advance Purchase Agreement ("APA") for COVID-19 vaccines concluded on 20/11/2020 between the European Commission and the PFIZER BioNTech Group

Exhibit 11: Reaction 19 legal note on the European Commission's decision of 18 June 2020 published on the Reaction 19 website

Exhibit 12: Ouest France press article, "The four questions raised by the price increase of PFIZER and Moderna vaccines in the midst of a pandemic".

Exhibit 13: European Commission website page: Questions and Answers on vaccination against COVID-19 in the EU

Exhibit 14: Imperial London College study - Zoltan Kis and Zain Rizvi, "How to make enough vaccines for the world in one year";

Exhibit 15: Decision of the French Council of State No. 450956 of 1 April 2021

Exhibit 16: Libération press article - "Covid: Did PFIZER "reveal" that the effect of the vaccine on transmission had not been evaluated before it was put on the market?"

Exhibit 17: Veridik press article, "European Public Prosecutor's Office opens investigation on contracts for the purchase of COVID-19 vaccines".

Exhibit 18: Veridik press article, "PFIZER Gate: Towards the biggest scandal in the history of mankind

Exhibit 19: Excerpt from the World Health Organization website - "PFIZER-BioNTech's COVID-19 Vaccine: What you need to know

Exhibit 20: EURACTIV press article, "COVID-19: European Commission silent on PFIZER vaccine contracts

Exhibit 21: The European Ombudsman's recommendation concerning the European Commission's refusal to give public access to the text messages (SMS) exchanged between the President of the Commission and the CEO of PFIZER concerning the purchase of COVID-19 vaccines;

Exhibit 22: Regulation (EC) No 1049/2001 regarding public access to European Parliament, Council and Commission documents

Exhibit 23: Press article by Michèle RIVASI, "Affaire des SMS: La Cour des Comptes européenne fustige la Commission pour l'opacité des négociations du plus gros contrat d'achats de vaccins d'Europe".

Exhibit 24: Question with request for written answer to the Commission from Virginie JORON and Robert ROSS MEPs

Exhibit 25: Question with request for written answer to the Commission from Virginie JORON and Robert ROSS MEPs

Exhibit 26: EURACTIV article, "COVID-19 vaccines: PFIZER CEO still refuses to meet MEPs

Exhibit 27: Survey and article written by Romanian journalist, Mr. Adian ONCIU, "Ursula Von der "Liar" and her lost memories

Exhibit 28: Mediapart article, "Conflict of interest: the disturbing activities of the VON DER LEYEN couple

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Exhibit 31: Letter from 7 MEPs to the Commissioner for Transparency and Rule of Law concerning the activities of Mr Heiko VON DER LEYEN

Exhibit 32: Le Courrier du Soir article, "Corruption in the EU, MEPs revolt and declare war on VON DER LEYEN and her husband".

Exhibit 33: Copy of the complainant's identity card or passport.
