

(g) it has not received public funding from any source for the same costs that are funded by the Commission or the Participating Member States and

(h) it shall comply with all Applicable Laws that are applicable to its activities and operations under this Agreement.

13.2. Commission. The Commission and the Participating Member States represents, warrants and covenants to AstraZeneca that:

(a) the execution and delivery of this Agreement by the Commission acting on behalf of itself and the Participating Member States, and the performance by each of them of the transactions contemplated hereby have been duly authorized by all necessary action;

(b) the Commission has the power and authority to execute and deliver this Agreement on behalf of itself and the Participating Member States, and the Commission and each of the Participating Member States have the power and authority to perform each of its obligations hereunder, including to satisfy the payment obligations hereunder;

(c) this Agreement has been duly executed by the Commission acting on behalf of itself and the Participating Member States and is a legal, valid and binding obligation on each of them, enforceable against it in accordance with its terms;

(d) the Commission acting on behalf of itself and the Participating Member States is not under any obligation, contractual or otherwise, to any Person or third party that conflicts with or is inconsistent in any material respect with the terms of this Agreement or that would impede the complete fulfillment of each of its obligations under this Agreement; and

(e) the Commission and the Participating Member States shall comply with all Applicable Laws that are applicable to each of its activities and operations under this Agreement.

#### 14. **Indemnification.**

14.1. Member States. Each Participating Member State shall indemnify and hold harmless AstraZeneca, its Affiliates, subcontractors, licensors, and sub-licensees, and officers, directors, employees and other agents and representatives of each (collectively, the “**Indemnified Persons**”) from and against any and all damages and liabilities, including settlements for which the Indemnifying party has given its consent pursuant to Section 14.2, and necessary legal costs relating to, resulting from or associated with claims for death, physical, mental, or emotional injury, illness, disability, or condition, fear of the foregoing, property loss or damage, and business interruption of the injured party or a Related Person of such injured person (together, “**Losses**”) relating to or arising from the use or administration of the Vaccine shipped or allocated to its jurisdiction. Such indemnification will be available regardless of where the Vaccine is administered, where the claim is brought, and whether the claim