IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

In re: Seroquel XR (Extended Release Quetiapine Fumarate) Antitrust Litigation	Master Dkt. No. 20-1076-CFC
This Document Relates To: All End-Payor Class Actions	

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Agreement") is made as of the Execution Date (as defined herein) by and between Plaintiffs Fraternal Order of Police, Miami Lodge 20, Insurance Trust Fund; Law Enforcement Health Benefits, Inc.; the Mayor and City Council of Baltimore; Welfare Plan of the International Union of Operating Engineers Locals 137, 137A, 137B, 137C, and 137R; the Uniformed Firefighters' Association of Greater New York Security Benefit Fund; and the Retired Firefighters' Security Benefit Fund of the Uniformed Firefighters' Association (collectively, "End-Payor Plaintiffs"), individually and on behalf of the Proposed Settlement Class (as defined herein), together with Settlement Class Counsel (as defined herein), on one side, and Defendants AstraZeneca Pharmaceuticals LP and AstraZeneca UK Limited (collectively, "AstraZeneca")[1] on the other side.

[1] Although End-Payor Plaintiffs pleaded claims against AstraZeneca LP, AstraZeneca LP was merged into AstraZeneca Pharmaceuticals LP on December 31, 2018, and AstraZeneca Pharmaceuticals LP assumed all of its assets and liabilities. *In re Seroquel XR (Extended Release Quetiapine Fumarate) Antitrust Litigation*, No. 20-MD-1076-CFC (D. Del. Apr. 27, 2022), D.I. 171 at 1. For the avoidance of

WITNESSETH:

WHEREAS, End-Payor Plaintiffs are plaintiffs in Civil Action Nos. 20-CV-1090-CFC, 20-CV-1468-CFC, 20-CV-1469-CFC, 20-CV-1470-CFC, and 20-CV-1473-CFC, pending in the United States District Court for the District of Delaware as part of *In re Seroquel XR (Extended Release Quetiapine Fumarate) Antitrust Litigation*, Master Docket No. 20-1076-CFC (collectively, the "Litigation");

WHEREAS, End-Payor Plaintiffs have asserted claims in the Litigation based both on their own behalf and on behalf of the Proposed Settlement Class (as defined herein);

WHEREAS, AstraZeneca denies each and every one of End-Payor Plaintiffs' allegations of unlawful or wrongful conduct, denies that any conduct challenged by End-Payor Plaintiffs caused any damage whatsoever, and has asserted defenses to End-Payor Plaintiffs' claims;

WHEREAS, End-Payor Plaintiffs and AstraZeneca agree that neither this Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against AstraZeneca or evidence of the truth of any of End-Payor Plaintiffs' allegations;

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doubt, to the extent AstraZeneca LP could be found liable for any of the Released Claims (as defined herein), AstraZeneca LP is a Released Party (as defined herein) as an Affiliate (as defined herein) of AstraZeneca Pharmaceuticals LP.

WHEREAS, arm's length settlement negotiations have occurred between Settlement Class Counsel (as defined herein) and AstraZeneca's Counsel (as defined herein), and this Agreement has been reached as a result of those negotiations;

WHEREAS, End-Payor Plaintiffs and Settlement Class Counsel have investigated the facts and the law at issue in the Litigation and have concluded that a settlement with AstraZeneca according to the terms set forth below is in the best interests of End-Payor Plaintiffs and the Proposed Settlement Class;

WHEREAS, AstraZeneca, despite its belief that it committed no wrongdoing, has nevertheless agreed to enter this Agreement to avoid the expense, inconvenience, and distraction of potentially burdensome and protracted litigation.

NOW THEREFORE, in consideration of the mutual promises, covenants, agreements, and releases set forth herein, and for other good and valuable consideration, and incorporating the above recitals herein, it is agreed by and among the undersigned that the claims asserted by End-Payor Plaintiffs in the Litigation be settled, without costs, except as described herein, as to End-Payor Plaintiffs, the Proposed Settlement Class (as defined herein), or AstraZeneca, subject to the approval of the Court (as defined herein), on the following terms and conditions.

DEFINITIONS

1. "Affiliates" means all entities controlling, controlled by, or under common control with a particular entity.

2. "AstraZeneca's Counsel" means the law firms Williams & Connolly LLP, 680 Maine Avenue SW, Washington, DC 20024; and McCarter & English, LLP, 405 North King Street, 8th Floor, Wilmington, DE 19801.

3. "Claims Administrator" means a third party retained and paid by End-Payor Plaintiffs to manage and administer the process by which Proposed Settlement Class Members (as defined herein) are notified of and paid pursuant to this Agreement, all consistent with this Agreement and any orders by the Court (as defined herein).

4. The "Class States" are Arizona, Arkansas, California, the District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Maryland, Michigan, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Dakota, Tennessee, Vermont, West Virginia, and Wisconsin.

5. "Court" means the United States District Court for the District of Delaware overseeing the Litigation.

6. "Effective Date" means the date on which all the following have occurred:

a. This Agreement has been executed by AstraZeneca's Counsel and delivered to Settlement Class Counsel (as defined herein);

b. This Agreement has been executed by Settlement Class Counsel (as defined herein) and delivered to AstraZeneca's Counsel;

c. No party has exercised any right to rescind this Agreement as provided for in Paragraphs 47, 53, 54, or 55 below;

d. The Court has approved this Agreement as required by Federal Rule of Civil Procedure 23(e); and

e. The Court has entered a final approval order, entering a final judgment of dismissal with prejudice of all Claims (as defined herein) asserted by End-Payor Plaintiffs, on behalf of themselves and the Proposed Settlement Class (as defined herein), against AstraZeneca; and either

i. the time for appeal or to seek permission to appeal has passed without an appeal of the Court's final approval order and entry of final judgment of dismissal; or

ii. the Court's final approval order and entry of final judgment of dismissal have been affirmed in their entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review.

Neither Federal Rule of Civil Procedure 60 nor the All Writs Act, 28 U.S.C. § 1651, shall be considered in determining the dates stated in this Paragraph 6(e), so long as any filing or challenge made to the Court's final approval

order and entry of final judgment of dismissal is initiated after the dates set forth in Paragraphs 6(a)–6(d) above.

7. "Escrow Account" means the account referenced in Paragraph 39 below to maintain the Settlement Fund (as defined herein), established pursuant to the terms set forth in an escrow agreement to be entered into with Huntington Bank, an Escrow Agent (as defined herein), subject to the approval of End-Payor Plaintiffs, AstraZeneca, and the Court, as provided for in Paragraph 39 below.

8. "Escrow Agent" means the third party approved by the Court responsible for managing and administering the Escrow Account according to this Agreement, to the escrow agreement to be entered into with Huntington Bank, and to any orders by the Court.

9. "Execution Date" means the date as of which Settlement Class Counsel (as defined herein) have executed and delivered this Agreement to AstraZeneca's Counsel, as reflected on the signature page hereto; provided that AstraZeneca's Counsel theretofore also have executed and delivered this Agreement to Settlement Class Counsel (as defined herein).

10. "Notice" means a method of informing Proposed Settlement Class Members (as defined herein) about the Litigation and this Agreement pursuant to Federal Rule of Civil Procedure 23(c)(2)(B) and the requirements of due process.

11. "Notice Date" means the date as of which Notice has been disseminated to the Proposed Settlement Class Members (as defined herein), as required by the Federal Rules of Civil Procedure, and any Court order.

12. "Notice Period" means the maximum allowable length of time between the Preliminary Approval Date (as defined herein) and the Notice Date.

13. "Opt-Out" means each Proposed Settlement Class Member (as defined herein) that, as determined by the Court, timely and validly requests exclusion from the Proposed Settlement Class (as defined herein)—by providing the certifications and data described in Paragraph 32(b) below, unless otherwise approved by the Court.

14. "Opt-Out Period" means the length of time between the Notice Date and the deadline for Proposed Settlement Class Members (as defined herein) to post-mark a writing requesting exclusion from the Proposed Settlement Class (as defined herein).

15. "Potential Opt-Out" means each Proposed Settlement Class Member (as defined herein) that timely requests exclusion from the Proposed Settlement Class (as defined herein).

16. "Preliminary Approval Date" means the date on which the Court enters an order granting preliminary approval of this Agreement.

17. "Proposed Settlement Class" means all entities in the Class States that, for consumption by their members, employees, insureds, participants, or beneficiaries, purchased, paid, and/or provided reimbursement for some or all of the purchase price of Seroquel XR or quetiapine fumarate ER 50 mg, 150 mg, 200 mg, and/or 300 mg tablets, other than for resale, at any time from September 5, 2015, through and until the Preliminary Approval Date.

a. Excluded from the Proposed Settlement Class are:

i. Defendants and their subsidiaries and Affiliates; and

ii. Federal and state governmental entities.

18. "Proposed Settlement Class Member" means each entity meeting the definition of the Proposed Settlement Class.

19. "Released Claims" means the claims described in Paragraph 36 below.

20. "Released Parties" means, jointly and severally, individually and collectively, AstraZeneca and its past, present, or future parents, subsidiaries, and Affiliates; all of the past, present, or future officers, directors, insurers, general or limited partners, divisions, stockholders, agents, attorneys, associates, employees, and legal representatives of any of the foregoing; the trustees, heirs, executors, administrators, beneficiaries, predecessors, successors, and assigns of any of the foregoing; and any other person or entity that claims, or might claim, by, through, under, on behalf of, or for the benefit of any of the foregoing.

21. "Releasing Parties" means, jointly and severally, individually and collectively, End-Payor Plaintiffs and Settlement Class Members (as defined herein); any of the respective past, present, or future parents, subsidiaries, and Affiliates of any of the foregoing End-Payor Plaintiffs or Settlement Class Members (as defined herein); all of the past, present, or future officers, directors, general or limited partners, divisions, agents, attorneys, associates, employees, and any legal representatives of any of the foregoing End-Payor Plaintiffs or Settlement Class Members (as defined herein), only in their capacity acting on behalf of or for the benefit of any of the foregoing End-Payor Plaintiffs or Settlement Class Members (as defined herein); the trustees, heirs, executors, administrators, beneficiaries, predecessors, successors, and assigns of any of the foregoing End-Payor Plaintiffs or Settlement Class Members (as defined herein); and any other entity that claims, or might claim, by, through, under, on behalf of, or for the benefit of any of the foregoing.

22. "Seroquel XR Dosages" means Seroquel XR or quetiapine fumarate ER 50 mg, 150 mg, 200 mg, and 300 mg tablets.

23. "Settlement Amount" means five million U.S. Dollars ($5,000,000).

24. "Settlement Class Counsel" means the law firms Grant & Eisenhofer P.A., 123 Justison Street, 7th Floor, Wilmington, DE 19801; Miller Shah LLP, 1845 Walnut Street, Suite 806, Philadelphia, PA 19103; and Cohen Milstein Sellers & Toll PLLC, 88 Pine Street, 14th Floor, New York, NY 10005.

25. "Settlement Class Member" means each Proposed Settlement Class Member that does not timely and validly request exclusion from the Proposed Settlement Class.

26. "Settlement Fund" means the Settlement Amount paid by AstraZeneca in settlement of the Litigation pursuant to Paragraph 39 below and any interest or income earned on amounts in the fund.

STIPULATION TO CERTIFICATION

27. End-Payor Plaintiffs and AstraZeneca hereby stipulate for the purposes of this settlement only that the requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(3) are satisfied as to the Proposed Settlement Class and that, subject to Court approval, the following class shall be certified for settlement purposes only:

> All entities that, for consumption by their members, employees, insureds, participants, or beneficiaries, purchased, paid, and/or provided reimbursement for some or all of the purchase price of Seroquel XR or quetiapine fumarate ER 50 mg, 150 mg, 200 mg, and/or 300 mg tablets, other than for resale, in Arizona, Arkansas, California, the District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Maryland, Michigan, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Dakota, Tennessee, Vermont, West Virginia, and Wisconsin, at any time from September 5, 2015, through and until the Preliminary Approval Date; except Defendants and their subsidiaries and Affiliates; and except federal and state governmental entities.

28. For the avoidance of doubt, AstraZeneca's stipulation in Paragraph 27 above is contingent on the Court's preliminary and final approval of this Agreement. In the event this Agreement is not finally approved by the Court for any reason, is not executed by all parties, or is rescinded by any party as provided for in Paragraphs 47, 53, 54, or 55 below, AstraZeneca reserves all rights to contest class certification, and nothing in this Agreement shall be construed as an admission or as evidence that certification of any class is appropriate or consistent with the requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(3).

APPROVAL, NOTICE, AND DISMISSAL OF CLAIMS

29. End-Payor Plaintiffs and AstraZeneca shall use all reasonable efforts to effectuate this Agreement, including by cooperating in End-Payor Plaintiffs' effort to obtain the Court's approval of procedures (including the approval of Notice) and to secure certification of the Proposed Settlement Class for settlement purposes and the prompt, complete, and final dismissal with prejudice of the Litigation as to the Released Parties.

30. No later than September 27, 2024, End-Payor Plaintiffs shall file with the Court a motion for preliminary approval of the settlement set forth in this Agreement and a proposed order effectuating such preliminary approval, the text of which motion and proposed order shall be agreed upon by End-Payor Plaintiffs and by AstraZeneca before End-Payor Plaintiffs submit it to the Court. This motion shall:

a. seek certification of the Proposed Settlement Class solely for settlement purposes under Federal Rules of Civil Procedure 23(a) and 23(b)(3);

b. request preliminary approval of the settlement set forth in this Agreement as fair, reasonable, and adequate;

c. seek appointment of End-Payor Plaintiffs as representatives of the Proposed Settlement Class;

d. seek appointment of Settlement Class Counsel to represent the Proposed Settlement Class under Federal Rule of Civil Procedure 23(g);

e. propose and seek approval of Notice that:

i. is intended to be the best Notice practicable under the circumstances and that shall be given in such manner and scope as is reasonable and consistent with all applicable legal requirements;

ii. requires any Proposed Settlement Class Member that wishes to seek exclusion from the Proposed Settlement Class to submit, within the Opt-Out Period ordered by the Court, a certification reflecting the total dollar amount of Seroquel XR Dosages for which it reimbursed during the class period in the Class States and itemized, transaction-by-transaction data relating to same; and

iii. requires any third party that seeks to exclude any Proposed Settlement Class Member from the Proposed Settlement Class to satisfy the requirements in Paragraph 30(e)(ii) above, and to furnish proof of its authority to seek exclusion for each such Proposed Settlement Class Member(s);

f. propose and seek approval of a Notice Period of thirty (30) calendar days;

g. propose and seek approval of an Opt-Out Period of forty-five (45) calendar days, which deadline shall be set forth in the Notice;

h. seek appointment of a qualified Claims Administrator;

i. seek appointment of Huntington Bank as a qualified Escrow Agent;

j. seek approval of a stay of all proceedings in the Litigation as to End-Payor Plaintiffs and AstraZeneca until the Court renders a final decision on approval of the settlement set forth in this Agreement; and

k. attach a proposed form of order that includes such other provisions as are typical in such orders, including:

i. requesting that the Court set a date for a hearing seventeen (17) calendar days after the filing of the motion provided for in Paragraph 49 below to address Potential Opt-Outs;

ii. requesting that the Court set a date for a fairness hearing; and

iii. a provision that, if final approval of the settlement is not obtained, the settlement set forth in this Agreement is null and void, and the parties will revert to their positions *ex ante* without prejudice to their rights, claims, or defenses.

31. Provided that it has theretofore agreed upon the text of the motion and proposed order, AstraZeneca will not oppose End-Payor Plaintiffs' motion for preliminary approval of the settlement set forth in this Agreement.

32. If the Court preliminarily approves the settlement set forth in this Agreement, End-Payor Plaintiffs shall, with the assistance of any qualified Claims Administrator appointed by the Court:

a. provide Proposed Settlement Class Members with the Notice approved by the Court within the Notice Period approved by the Court;

b. exercise reasonable efforts to collect from each Potential Opt-Out a certification reflecting the total dollar amount of Seroquel XR Dosages for which it purchased, paid, or reimbursed during the class period in the Class States and itemized, transaction-by-transaction data relating to same; and

c. serve such certifications and data on AstraZeneca, on a rolling basis, within two (2) business days of End-Payor Plaintiffs' receipt of each Potential Opt-Out's certification and data.

33. If the Court preliminarily approves the settlement set forth in this Agreement, End-Payor Plaintiffs shall, within thirty (30) calendar days of the close of the Opt-Out Period ordered by the Court, or within seven (7) calendar days of the Opt-Out Rescission Deadline, as defined by Paragraph 53 below, whichever is later (the "Motion for Final Approval Deadline"), file a motion for entry of an order and a final judgment, the text of which motion, proposed order, and final judgment shall be agreed upon by End-Payor Plaintiffs and by AstraZeneca before End-Payor Plaintiffs submit it to the Court. This proposed order and final judgment shall:

a. seek approval of the settlement set forth in this Agreement as a fair, reasonable, and adequate settlement as to the Proposed Settlement Class within the meaning of Federal Rule of Civil Procedure 23;

b. attach a record of all Opt-Outs;

c. seek approval of any applications for attorneys' fees, reimbursement of costs and expenses, and service awards for representatives of the Proposed Settlement Class, which approval AstraZeneca shall not oppose;

d. seek dismissal of the Litigation with prejudice by the Releasing Parties as to the Released Parties with respect to the Released Claims;

e. request that the Court retain exclusive jurisdiction over the settlement, this Agreement, the administration and consummation of this settlement, and, if allowed by the Court, any awards of attorneys' fees, reimbursement of costs and expenses, and service awards for representatives of the Proposed Settlement Class; and

f. seek the Court's direction that the judgment of dismissal of the Litigation with prejudice as to the Released Parties shall be final and appealable pursuant to Federal Rule of Civil Procedure 54(b), there being no just reason for delay.

34. Provided that it has theretofore agreed upon the text of the motion for final approval, and corresponding proposed order, and final judgment, AstraZeneca will not oppose End-Payor Plaintiffs' motion for entry of an order and a final judgment, including as to any applications for attorneys' fees, reimbursement of costs and expenses, and service awards for representatives of the Proposed Settlement Class.

35. This Agreement shall become final only upon occurrence of the Effective Date.

RELEASE AND DISCHARGE

36. Upon the occurrence of the Effective Date, and in consideration of the payment by AstraZeneca of the Settlement Amount, the Releasing Parties shall be

deemed to and do hereby completely, finally, and forever release, acquit, and discharge the Released Parties from:

a. any and all manner of claims, counterclaims, complaints, demands, actions, potential actions, suits, causes of action, grievances, allegations, accusations, obligations, demands, liabilities, matters, disputes, and issues of any nature whatsoever, as well as all forms of relief, including all remedies, costs, expenses, losses, liabilities, debts, damages, penalties, and attorneys' and other professionals' fees and related disbursements, whether known or unknown, foreseen or unforeseen, discoverable or undiscoverable, accrued or unaccrued, contingent or non-contingent, suspected or unsuspected, apparent or unapparent, liquidated or unliquidated, in law or equity (collectively, "Claims"), that Releasing Parties ever had, now have, or hereafter can, shall, or may have from the beginning of the world through the Effective Date, directly, representatively, derivatively, as assignees, or in any other capacity, to the extent arising out of or relating in any way to any alleged delay in the market entry of any version of Seroquel XR or quetiapine fumarate ER, including for dosages other than the Seroquel XR Dosages, or any other conduct alleged to have impacted the price at which the Releasing Parties were able to purchase, pay, or reimburse for some or all of the purchase price of Seroquel XR or any generic version of Seroquel XR; and

b. any Claims arising from conduct alleged at any point during the Litigation or conduct that could reasonably have been alleged in the Litigation, or conduct alleged in or that could have reasonably been alleged in any other complaint filed in *In re Seroquel XR (Extended Release Quetiapine Fumarate) Antitrust Litigation*, Master Docket No. 20-1076-CFC,

provided that such conduct occurred before the Effective Date (collectively, "Released Claims"). For the avoidance of doubt, Released Claims shall not include Claims for products liability, breach of warranty, breach of contract, violation of the Uniform Commercial Code, or personal or bodily injury.

37. The Releasing Parties hereby covenant and agree that they shall not, hereafter, to the full extent permitted by law:

a. sue or otherwise seek to establish or to impose liability based, in whole or in part, on any Released Claim against any of the Released Parties;

b. assist, support, cooperate with, or provide information to, directly or indirectly, any person or entity in seeking to establish or to impose liability based, in whole or in part, on any Released Claim against any of the Released Parties;

c. cause or release any agent, employee, or contractor retained by any Releasing Party in connection with the Litigation to engage in any such

assistance, support, cooperation, or provision of information with respect to the Released Claims against any of the Released Parties;

d. grant any waivers with respect to any such assistance, support, cooperation, or provision of information with respect to the Released Claims against any of the Released Parties;

e. release any attorney who represented any Releasing Parties in connection with the Litigation from maintaining the confidentiality of non-public information to which such attorney had access in the Litigation; or

f. grant any waivers with respect to any such maintenance unless ordered to do so by the Court or otherwise compelled to do so by law.

38. The Releasing Parties hereby expressly waive and release any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which reads:

> **Section 1542. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party[,]**

or by any law of any state or territory of the United States or other jurisdiction, or principle of common law that is similar, comparable, or equivalent to § 1542 of the California Civil Code. The Releasing Parties may hereafter discover facts other than or different from those that they know or believe to be true regarding the claims that

are the subject matter of Paragraphs 36 to 38 hereof, but each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases any Claim that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, regardless of the subsequent discovery or existence of such different or additional facts. For the avoidance of doubt, each Releasing Party also hereby expressly waives and fully, finally, and forever settles and releases any and all Claims that would otherwise fall within the definition of Released Claims it may have against any Released Party under § 17200 *et seq.* of the California Business and Professions Code or any similar, comparable, or equivalent provision of the law of any other state or territory of the United States or other jurisdiction, which Claims are hereby expressly incorporated into the definition of Released Claims. For the avoidance of doubt, the waiver and release under this Paragraph 38 shall not include Claims arising from conduct that occurred after the Effective Date or Claims for products liability, breach of warranty, breach of contract, violation of the Uniform Commercial Code, or personal or bodily injury. The parties acknowledge that the foregoing waiver and release was separately bargained for and is a key and integral element of this Agreement.

PAYMENT

39. Within twenty (20) business days of the Preliminary Approval Date, AstraZeneca shall pay or cause to be paid the Settlement Amount by wire transfer

into an Escrow Account established pursuant to the terms set forth in an escrow agreement to be entered into with Huntington Bank, an Escrow Agent, subject to the approval of End-Payor Plaintiffs, AstraZeneca, and the Court; provided, however, that AstraZeneca shall not unreasonably withhold such approval. The Escrow Account shall be administered according to the provisions of this Agreement, to the escrow agreement to be entered into with the Escrow Agent, Huntington Bank, and to any orders by the Court.

40. Any attorneys' fees, reimbursement of costs and expenses, or service awards for representatives of the Proposed Settlement Class approved by the Court shall be paid solely from the Settlement Fund, subject to Paragraph 57(c) below. AstraZeneca shall have no obligation to pay any amount of Releasing Parties' attorneys' fees, costs, expenses, or service awards. Releasing Parties shall look solely to the Settlement Fund for satisfaction against Released Parties of the Released Claims.

SETTLEMENT FUND

41. The Settlement Fund is intended by the parties to this Agreement to be treated as a "qualified settlement fund" for federal-income-tax purposes pursuant to Treas. Reg. § 1.468B- l, and to that end the parties to this Agreement shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. At the request of AstraZeneca, a "relation back election" as described in Treas. Reg. § l .468B-l (j) shall be made so as to enable

the Settlement Fund to be treated as a qualified settlement fund from the earliest date possible, and the parties shall take all actions as may be necessary or appropriate to this end.

42. To the extent practicable, the Settlement Fund shall be invested in short-term instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or any agency thereof, or money-market funds invested substantially in such instruments, and shall reinvest any income from these instruments and the proceeds from these instruments as they mature in similar instruments at their then-current rates. All interest and income earned on the Settlement Fund or any portion thereof shall become and remain part of the Settlement Fund.

43. AstraZeneca shall not have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such investment, distribution and administration, except as expressly otherwise provided in this Agreement.

44. All costs associated with Notice and claims administration shall be paid out of the Settlement Fund, subject to Paragraph 57(c) below.

45. Subject to approval by the Court, End-Payor Plaintiffs and Settlement Class Counsel shall be reimbursed and paid solely out of the Settlement Fund for all

expenses and claims including, but not limited to, attorneys' fees and past, current, and future Litigation expenses; provided, however, that no such expenses shall be payable before the Opt-Out Rescission Deadline defined in Paragraph 53 below. If, after the Opt-Out Rescission Deadline, AstraZeneca has not exercised its rights to rescind the Agreement as provided for in Paragraphs 53 or 54 below, attorneys' fees and expenses awarded by the Court shall be payable from the Settlement Fund upon award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the settlement or any part thereof, subject to Settlement Class Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund if and when, as the result of any appeal or further proceedings on remand, or successful collateral attack, such fee or expense award is reduced or reversed. The Released Parties shall not be liable for any costs, fees, or expenses of any of End-Payor Plaintiffs' respective attorneys, experts, advisors, agents, or representatives, but all such costs, fees, and expenses as approved by the Court may be paid out of the Settlement Fund, subject to Paragraph 57(c) below.

46. The Released Parties shall not be responsible for, and shall have no liability with respect to, disbursements from the Settlement Fund pursuant to any allocation plan approved by the Court.

RESCISSION OF THIS AGREEMENT

47. End-Payor Plaintiffs and AstraZeneca shall each, in their sole and absolute discretion, have the option to rescind this Agreement by furnishing written notice to counsel for the opposing party of such rescission under this Paragraph within five (5) calendar days of the occurrence of any of the following:

a. the Court refuses to approve this Agreement or any part thereof;

b. the Court's approval of this Agreement is modified, vacated, or set aside on appeal;

c. the Court refuses to enter the final judgment provided for in Paragraph 33 above; or

d. the Court enters the final judgment provided for in Paragraph 33 above, but appellate review of that final judgment is sought, and that final judgment is not affirmed (or such appeal is not dismissed) in its entirety.

48. The terms of Paragraph 48 of this Agreement are set forth in a confidential supplement to this Agreement dated September 18, 2024, by and between End-Payor Plaintiffs, the Proposed Settlement Class, and Settlement Class Counsel on one side, and AstraZeneca on the other side (the "Confidential Supplement"). The terms of Paragraph 48 of the Confidential Supplement are hereby expressly incorporated into this Paragraph 48 as though fully set forth herein.

49. The terms of Paragraph 49 of this Agreement are set forth in the Confidential Supplement. The terms of Paragraph 49 of the Confidential Supplement are hereby expressly incorporated into this Paragraph 49 as though fully set forth herein.

50. The terms of Paragraph 50 of this Agreement are set forth in the Confidential Supplement. The terms of Paragraph 50 of the Confidential Supplement are hereby expressly incorporated into this Paragraph 50 as though fully set forth herein.

51. The terms of Paragraph 51 of this Agreement are set forth in the Confidential Supplement. The terms of Paragraph 51 of the Confidential Supplement are hereby expressly incorporated into this Paragraph 51 as though fully set forth herein.

52. The terms of Paragraph 52 of this Agreement are set forth in the Confidential Supplement. The terms of Paragraph 52 of the Confidential Supplement are hereby expressly incorporated into this Paragraph 52 as though fully set forth herein.

53. The terms of Paragraph 53 of this Agreement are set forth in the Confidential Supplement. The terms of Paragraph 53 of the Confidential Supplement are hereby expressly incorporated into this Paragraph 53 as though fully set forth herein.

54. The terms of Paragraph 54 of this Agreement are set forth in the Confidential Supplement. The terms of Paragraph 54 of the Confidential Supplement are hereby expressly incorporated into this Paragraph 54 as though fully set forth herein.

55. If, by September 27, 2024, End-Payor Plaintiffs have not:

a. executed a settlement agreement with Handa Pharmaceuticals, LLC ("Handa"), providing for, upon final approval, dismissal with prejudice of all Claims asserted by End-Payor Plaintiffs against Handa in the Litigation and a complete release of all Claims that reasonably could have been asserted by End-Payor Plaintiffs against Handa in the Litigation, known or unknown, as of the effective date of the Handa settlement; and

b. filed with the Court a motion for preliminary approval of such settlement with Handa,

then AstraZeneca alone shall have the option, in its sole and absolute discretion, to rescind this Agreement by furnishing written notice to Settlement Class Counsel of such rescission under this Paragraph by October 7, 2024.

56. In the event of any dispute over the validity of any party's purported rescission of this Agreement under Paragraphs 47, 53, 54, or 55 above, the parties will promptly submit that dispute to the Court for resolution.

57. If this Agreement is rescinded as provided for in Paragraphs 47, 53, 54, or 55 above, then:

a. this Agreement shall have no further force or effect;

b. whatever portion of the Settlement Fund remains after payment of costs associated with Notice and claims administration (including payment of taxes) incurred up to the date of such rescission shall be returned immediately to AstraZeneca; and

c. for purposes of determining the portion of the Settlement Fund that shall be returned to AstraZeneca pursuant to Paragraph 57(b) above, fifty percent (50%) of the costs associated with Notice and claims administration will be treated as having been deducted from the Settlement Fund, with the other fifty percent (50%) of such costs to be treated as having been deducted from a separate settlement fund to be created by Handa, except that the amount treated as having been deducted from the Settlement Fund shall not exceed two-hundred-fifty thousand U.S. Dollars ($250,000). For the avoidance of doubt, in the event that the figure equal to fifty percent (50%) of the costs associated with Notice and claims administration to be deducted from the Settlement Fund exceeds $250,000, AstraZeneca shall not be responsible for such costs in excess of $250,000, and shall be entitled to a full refund from the Settlement Fund other than with respect to such $250,000.

58. If this Agreement is not rescinded as provided for in Paragraphs 47, 53, 54, or 55 above, but any Opt-Out validly and timely requests exclusion, and such exclusion is approved by the Court, AstraZeneca shall, no later than five (5) business days after the Motion for Final Approval Deadline, be refunded from the Settlement Fund an amount to be calculated as follows:

a. the Opt-Out Volume, as defined in Paragraph 50(a) above, will be recalculated using certifications and data as described in Paragraph 32(b) above from all Opt-Outs that have provided such certifications and data at least three (3) business days before the Motion for Final Approval Deadline;

b. the Opt-Out Volume, as recalculated according to Paragraph 58(a) above, shall be used to recalculate the Opt-Out Percentage, as defined in Paragraph 50(b) above; and

c. the Opt-Out Percentage, as recalculated according to Paragraph 58(b) above, will be multiplied by the Settlement Amount.

d. For the avoidance of doubt, any Opt-Out that has not provided such certifications and data at least three (3) business days before the Motion for Final Approval Deadline, or that the Court has excused from providing such certifications and data, shall not be used to calculate the Opt-Out Volume or Opt-Out Percentage for purposes of this Paragraph.

End-Payor Plaintiffs and Settlement Class Counsel agree to effectuate such refund.

59. If this Agreement is rescinded as provided for in Paragraphs 47, 53, 54, or 55 above, if final approval of this Agreement is not obtained, or if the Court does not enter the final judgment provided for in Paragraph 33 above, End-Payor Plaintiffs and AstraZeneca agree that this Agreement and any and all negotiations, statements made during negotiations, documents, information, and discussions associated with it shall be without prejudice to the rights of AstraZeneca and shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, or of any liability or wrongdoing, or of the truth of any of the allegations made in the Litigation or in any pleading associated with the Litigation.

TAXES

60. End-Payor Plaintiffs shall be solely responsible for filing all informational and other tax returns necessary to report any net taxable income earned by the Settlement Fund or any portions thereof and shall file all informational and other tax returns necessary to report any income earned by the Settlement Fund or any portions thereof and shall be solely responsible for taking out of the Settlement Fund or any portions thereof, as and when legally required, any tax payments, including interest and penalties due on income earned by the Settlement Fund or any portions thereof. All taxes (including any interest and penalties) due with respect to the income earned by the Settlement Fund or any portions thereof, and all expenses incurred in connection with filing tax returns, shall be paid from the Settlement Fund.

MISCELLANEOUS

61. End-Payor Plaintiffs, Settlement Class Members, and AstraZeneca hereby irrevocably submit to the exclusive, retained jurisdiction of the Court, solely for the purpose of any Claims arising out of or relating to this Agreement or the applicability of this Agreement.

62. This Agreement contains an entire, complete, and integrated statement of each and every term and provision agreed to by and between the parties hereto with respect to the subject matter of this Agreement. For the avoidance of doubt, this Agreement supersedes the term sheet agreed to by End-Payor Plaintiffs and AstraZeneca on August 23, 2024, in all respects.

63. The parties shall maintain the confidentiality of the terms of this Agreement until End-Payor Plaintiffs move for preliminary approval of the settlement,[2] at which point the parties agree to make public the entire settlement with the sole exception of the Confidential Supplement, which the parties agree to seek to maintain as confidential, except from the Court, or as ordered by the Court.

[2] Notwithstanding this provision, End-Payor Plaintiffs may reveal the terms of this Agreement to potential Claims Administrators from whom they seek a bid prior to this date, subject to executing a non-disclosure agreement with each such potential Claims Administrator.

64. This Agreement may be modified or amended only by a writing executed by Settlement Class Counsel and AstraZeneca or AstraZeneca's Counsel and, after the Preliminary Approval Date, with approval by the Court.

65. Neither this Agreement nor any negotiations or proceedings connected with it shall be deemed or construed to be an admission by any party to this Agreement or any Released Party or evidence of any fact or matter in the Litigation or in any related actions or proceedings, and evidence thereof shall not be discoverable or used, directly or indirectly, in any way, except in a proceeding to interpret or enforce this Agreement. No portion of the Settlement Amount shall constitute, or shall be construed as constituting, a payment in lieu of treble or enhanced damages, fines, penalties, punitive damages, or forfeitures (notwithstanding that the Released Claims may include claims for which such relief is sought).

66. Each of the parties hereto participated materially in the drafting of this Agreement. Neither AstraZeneca nor End-Payor Plaintiffs shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, caselaw, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

67. The captions and headings of the Sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agree-

ment. Unless the context of this Agreement clearly requires otherwise: (a) references to the plural include the singular, the singular the plural, and the part the whole, (b) references to one gender include all genders, (c) "or" has the inclusive meaning frequently identified with the phrase "and/or," (d) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation," (e) references to "hereunder," "herein," or "hereof" relate to this Agreement as a whole, and (f) the terms "dollars" and "$" refer to United States dollars. Paragraph references are to this Agreement as originally executed unless otherwise specified. Any reference herein to any statute, rule, regulation, or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation, or agreement as it may be modified, varied, amended, or supplemented from time to time. Any reference herein to any person shall be deemed to include the heirs, personal representatives, successors, and permitted assigns of such person.

68. This Agreement shall be construed and interpreted to effectuate the intent of the parties, which is to provide, through this Agreement, for a complete resolution of the Released Claims with respect to the Released Parties.

69. Nothing expressed or implied in this Agreement is intended to or shall be construed to confer upon or give any person or entity other than Settlement Class Members, other Releasing Parties, and the Released Parties any right or remedy under or by reason of this Agreement.

70. Settlement Class Counsel warrant that all End-Payor Plaintiffs in the Litigation are parties to this Agreement even if one or more of them is mistakenly identified in this Agreement by an incorrect name, and that Settlement Class Counsel are lawfully empowered to act on End-Payor Plaintiffs' behalves.

71. The Releasing Parties warrant that they are the sole and lawful owners of all right, title, and interest in and to the matters released by them under this Agreement or otherwise have the requisite authority to grant the releases contained herein, and that none of them has assigned or transferred to any person or entity any right to recover for any Claim or potential Claim that otherwise would be released under this Agreement.

72. This Agreement shall be binding upon, and inure to the benefit of, the Releasing Parties and the Released Parties.

73. All terms of this Agreement shall be governed and interpreted according to the substantive laws of the State of Delaware, including its statutes of limitations, without regard to any otherwise applicable principles of conflicts-of-law or choice-of-law rules (whether of the State of Delaware or any other jurisdiction) that would result in the application of the substantive or procedural laws or rules of any other jurisdiction.

74. This Agreement may be executed in counterparts by Settlement Class Counsel and by AstraZeneca's Counsel. Signatures transmitted via electronic mail,

facsimile, or other electronic means shall be considered valid signatures as of the date hereof.

75. Each of the undersigned attorneys represents that he or she is fully authorized to execute this Agreement and to enter into its terms on behalf of their respective clients, subject to the Court's approval.

Interim Co-Lead Counsel, on behalf of Settlement Class Counsel, End-Payor Plaintiffs, and the Proposed Settlement Class

Name: Robert Eisler

Grant & Eisenhofer P.A.

Signature: _____

Date: 09/18/2024

Interim Co-Lead Counsel, on behalf of Settlement Class Counsel, End-Payor Plaintiffs, and the Proposed Settlement Class

Name: _____

Cohen Milstein Sellers & Toll PLLC

Signature: _____

Date: _____

Interim Co-Lead Counsel, on behalf of Settlement Class Counsel, End-Payor Plaintiffs, and the Proposed Settlement Class

Name: _____

Miller Shah LLP

Signature: _____

Date: _____

AstraZeneca's Counsel, on behalf of AstraZeneca

Name: Benjamin Greenblum

Williams & Connolly LLP

Signature: _____

Date: September 18, 2024

Interim Co-Lead Counsel, on behalf of Settlement Class Counsel, End-Payor Plaintiffs, and the Proposed Settlement Class

Name: _____

Grant & Eisenhofer P.A.

Signature: _____

Date: _____

Interim Co-Lead Counsel, on behalf of Settlement Class Counsel, End-Payor Plaintiffs, and the Proposed Settlement Class

Name: Sharon K. Robertson

Cohen Milstein Sellers & Toll PLLC

Signature: _____

Date: 9/18/24

Interim Co-Lead Counsel, on behalf of Settlement Class Counsel, End-Payor Plaintiffs, and the Proposed Settlement Class

Name: Natalie Finkelman Bennett

Miller Shah LLP

Signature: _____

Date: 9/18/24

AstraZeneca's Counsel, on behalf of AstraZeneca

Name: Benjamin Greenblum

Williams & Connolly LLP

Signature: _____

Date: September 18, 2024