EXHIBIT 1

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 Direct Purchaser Class Actions	

SETTLEMENT AGREEMENT

This Settlement Agreement is made as of the Execution Date (as defined herein) by and between Plaintiffs J M Smith Corporation d/b/a, Smith Drug Company and KPH Healthcare Services, Inc. a/k/a Kinney Drugs, Inc. (together, the "Direct Purchaser Plaintiffs" or "Class Representatives"), individually and on behalf of the Direct Purchaser Class (as defined herein), together with Class Counsel (as defined herein), on one side, and Defendants AstraZeneca Pharmaceuticals LP and AstraZeneca UK Limited (collectively, "AstraZeneca") on the other side.

WITNESSETH:

WHEREAS, Direct Purchaser Plaintiffs are representatives and members of the Direct Purchaser Class in *In re Seroquel XR (Extended Release Quetiapine Fumarate) Antitrust Litigation*, Master Docket No. 20-1076-CFC (collectively, the "Litigation");

WHEREAS, the Direct Purchaser Plaintiffs have asserted claims in the Litigation based both on their own behalf and on behalf of the Direct Purchaser Class;

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

WHEREAS, the Direct Purchaser Plaintiffs and AstraZeneca agree that neither this Settlement 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 the Direct Purchaser Plaintiffs' allegations;

WHEREAS, on or about February 6, 2024, the United States District Court for the District of Delaware certified the Direct Purchaser Class and appointed Smith Drug Company and KPH as Class Representatives and Class Counsel as counsel for the Class;

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

WHEREAS, the Direct Purchaser Plaintiffs and 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 the Direct Purchaser Class;

WHEREAS, AstraZeneca has agreed to enter this Settlement Agreement without admitting any liability in order 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 the Direct Purchaser Plaintiffs in the Litigation be settled, without costs, except as described herein, as to the Direct Purchaser Plaintiffs, the Direct Purchaser Class, or AstraZeneca, subject to the approval of the Court, 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 Counsel" means the law firms of McCarter & English, LLP, 405 North King Street, 8th Floor Wilmington, DE 19801 and Williams & Connolly LLP, 680 Maine Avenue, S.W., Washington, DC 20024.

3. "Direct Purchaser Class" or "Class" is defined by the Court's February 26, 2024 Order (D.I. 582):

> All persons or entities in the United States, including its territories, possessions, and the Commonwealth of Puerto Rico, who purchased 50mg, 150mg, 200mg, and/or 300mg strength of brand or generic Seroquel XR directly from any of the Defendants[1] at any time from August 2, 2015 until April 30, 2017 (the "Class Period").
>
> Excluded from the Class are Defendants and their officers, directors, management and employees, predecessors, subsidiaries, and affiliates, and all federal governmental entities.

Also excluded from the Definition of "Direct Purchaser Class" or "Class" herein are the Retailer Plaintiffs.

4. "Class Member" means each person or entity within the definition of the Class or who is a member thereof by virtue of an assignment of claims from a Class Member.

5. "Retailer Plaintiffs" are Walgreen Co., The Kroger Co., Albertsons Companies, Inc., H-E-B, L.P., Hy-Vee, Inc., CVS Pharmacy, Inc., Rite Aid Corp., and Rite Aid Hdqtrs. Corp.

6. "Claims Administrator" means a third party retained and paid by the Direct Purchaser Plaintiffs to manage and administer the process by which Class Members are notified of and paid pursuant to this Settlement Agreement, all consistent with this Settlement Agreement and any orders by the Court.

[1] "Defendants" were defined by the Court's Order as "AstraZeneca Pharmaceuticals L.P., AstraZeneca L.P. (collectively, 'AstraZeneca'), Handa Pharmaceuticals, LLC ('Handa'), and Par Pharmaceutical, Inc. ('Par')."

7. "Court" means the United States District Court for the District of Delaware.

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

a. This Settlement Agreement has been executed by AstraZeneca's Counsel and delivered to Class Counsel;

b. This Settlement Agreement has been executed by Class Counsel and delivered to AstraZeneca's Counsel;

c. No party has exercised any right to rescind this Settlement Agreement as provided for in Paragraphs 41 or 42 below;

d. The Court has approved this Settlement 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 asserted by the Direct Purchaser Plaintiffs on behalf themselves and the Class 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 8(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 8(a)–8(d) above.

9. "Escrow Account" means the account referenced in Paragraph 33 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 the Escrow Agent (as defined herein), subject to the approval of the Direct Purchaser Plaintiffs and the Court.

10. "Escrow Agent" means the third party approved by the Court responsible for managing and administering the Escrow Account according to this Settlement Agreement, and to any orders by the Court.

11. "Execution Date" means the date as of which both Class Counsel and AstraZeneca's Counsel have executed and delivered this Settlement Agreement to each other, as reflected on the signature page hereto.

12. "Notice" means a method of informing Class Members about this Settlement Agreement pursuant to Federal Rule of Civil Procedure 23(c)(2)(B) and the requirements of due process, as approved by the Court.

13. "Notice Date" means the date as of which Notice has been disseminated to the Class Members, as required by the Federal Rules of Civil Procedure, and any Court order.

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

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

16. "Released Claims" means the claims described in Paragraph 30 below.

17. "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.

18. "Releasing Parties" means, Class Representatives and all Class Members, whether or not they object to the Settlement Agreement and whether or not they make a claim upon or participate in the Settlement Fund, on behalf of themselves and their respective past, present, and future parents, subsidiaries, associates, affiliates, officers, directors, employees, insurers, general or limited partners, divisions, agents, attorneys, servants, trustees, joint ventures, heirs, executors, administrators, representatives (and the parents' subsidiaries' and affiliates' past and present officers, directors, employees, agents, attorneys, servants, and representatives), and their predecessors, successors, heirs, executors, administrators, and representatives.

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

20. "Settlement Amount" means fifty million nine-hundred twenty-five thousand dollars ($50,925,000.00), subject to any adjustment required by Paragraph 25(a).

21. "Class Counsel" means the law firms Cooch and Taylor, P.A., 1000 N. West Street, Suite 1500, Wilmington, DE 19899; and Garwin Gerstein & Fisher LLC, 88 Pine Street, 28th Floor, New York, NY 10005.

22. "Settlement Fund" means the Settlement Amount paid by AstraZeneca in settlement of the Litigation pursuant to Paragraph 33 below and any interest or income earned on amounts in the fund.

APPROVAL, NOTICE, AND DISMISSAL OF CLAIMS

23. The Direct Purchaser Plaintiffs and AstraZeneca shall use all reasonable efforts to effectuate this Settlement Agreement, including by cooperating in the Direct Purchaser Plaintiffs' effort to obtain the Court's approval of procedures (including the approval of Notice) and to secure the prompt, complete, and final dismissal with prejudice of the Litigation as to the Released Parties.

24. Motion for Preliminary Approval of the Settlement. Plaintiffs shall submit to the Court—and AstraZeneca shall not oppose in any court, including on appeal—a motion (the "Motion") requesting entry of an order preliminarily approving the settlement, the proposed forms of notice, and plan of allocation. The text of the Motion, proposed order and corresponding notices shall be agreed upon by the Direct Purchaser Plaintiffs and by AstraZeneca before the Direct Purchaser Plaintiffs submit it to the Court, provided AstraZeneca provides comments and edits to such documents within forty-eight (48) hours of receiving the same from the Direct Purchaser Plaintiffs. Direct Purchaser Plaintiffs shall provide drafts of the Motion, proposed order, and corresponding notices to counsel for AstraZeneca within eight (8) calendar days of the Execution Date and shall submit same to the Court within forty-eight (48) hours of receiving final comments and edits from AstraZeneca. The Motion shall, *inter alia*:

a. request preliminary approval of the settlement set forth in this Settlement Agreement as fair, reasonable, and adequate within the meaning of Federal Rule of Civil Procedure 23, and in the best interests of the Direct Purchaser Class;

b. request a stay of all proceedings against AstraZeneca until such time as the Court renders a final decision regarding the approval of the settlement, except those proceedings provided for or required by this Settlement Agreement;

c. seek approval of an escrow agreement regarding the settlement consideration described herein;

d. seek approval for notice to the Class by means of direct first-class United States mail notice; and

e. include a proposed form of order, which includes such provisions as are typical in such orders, including a finding that the proposed plan of notice complies with Federal Rule of Civil Procedure 23 and the requirements of due process.

25. No Second Notice Period.

a. In the Motion seeking preliminary approval, Direct Purchaser Plaintiffs will recommend to the Court that a second, discretionary opt-out period pursuant to Federal Rule of Civil Procedure 23(e)(4) is unnecessary. In the event that the Court allows such a second, discretionary opt-out period and additional Class members (other than the Retailer Plaintiffs described in Paragraph 5 above) opt out of the Class ("Additional Opt Outs") and the Settlement Agreement is approved by

the Court and becomes final as described in Paragraph 8, a *pro rata* adjustment to the Settlement Amount will be made (*i.e.*, a reduction in the Settlement Amount of the Additional Opt Outs' *pro rata* share of net direct unit purchases of brand and generic Seroquel XR of all Class Member purchases during the Class Period). In the event of Additional Opt Outs, Direct Purchaser Plaintiffs and Class Counsel shall direct the Escrow Agent to effectuate a refund to AstraZeneca—within ten (10) business days of the close of any second, discretionary opt-out period—of any amounts paid by AstraZeneca in excess of the Settlement Amount net of such *pro rata* adjustment and net of notice costs, taxes, or other administrative costs already incurred specifically related to such Additional Opt Outs.

b. Nothing herein will preclude a Class Member(s) who has sought exclusion from the Class from seeking leave of court to rescind its (their) decision to exclude itself (themselves) from the Class until such time as the Settlement Agreement becomes final pursuant to Paragraph 8. Nothing precludes Class Counsel from contacting such Class Member(s) concerning its (their) decision to opt out of the Class.

26. If the Court preliminarily approves this Settlement Agreement (the "Preliminary Approval Order"), the Direct Purchaser Plaintiffs shall, with the assistance of any qualified Claims Administrator appointed by the Court, provide Class

Members with the Notice approved by the Court within the Notice Period approved by the Court.

27. If the Court preliminarily approves this Settlement Agreement, the Direct Purchaser Plaintiffs shall submit—and AstraZeneca shall not oppose in any court, including on appeal—a motion for final approval by the Court of this Settlement Agreement ("Final Approval Motion") after notice has been disseminated to the Class pursuant to the Preliminary Approval Order. The Final Approval Motion shall seek entry of an order and final judgment ("Final Approval Order"):

a. finding this Settlement Agreement and its terms to be a fair, reasonable, and adequate settlement as to the Direct Purchaser Plaintiffs and the Direct Purchaser Class within the meaning of Federal Rule of Civil Procedure 23 and directing its consummation pursuant to its terms;

b. finding that all members of the Class ("Class Members") shall be bound by this Settlement Agreement, including the release provisions and covenant not to sue set forth in this Settlement Agreement;

c. finding that the notice given constitutes due, adequate, and sufficient notice and meets the requirements of due process and the Federal Rules of Civil Procedure;

d. incorporating the release set forth in Paragraph 30 of this Settlement Agreement, and forever barring the Releasing Parties from asserting any Released Claims against any of the Released Parties as defined below;

e. directing that all claims of the Direct Purchaser Class and of the Class Representatives be dismissed with prejudice as to AstraZeneca and, except as provided for herein, without costs or attorneys' fees recoverable under 15 U.S.C. § 15(a), which dismissal shall be final and appealable (to the extent necessary, pursuant to Federal Rule of Civil Procedure 54(b), there being no just reason for delay); and

f. retaining exclusive jurisdiction over the Settlement Agreement, including the administration and consummation thereof.

28. Should the Direct Purchaser Plaintiffs submit a motion to the Court seeking the payment of reasonable attorneys' fees and reimbursement of costs and expenses from the Settlement Fund, and awarding service awards to the Class Representatives, AstraZeneca shall not oppose it in any court, including on appeal.

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

RELEASE AND DISCHARGE

30. 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 and discharge the Released Parties from: any and all manner of claims, counterclaims, complaints, demands, actions, potential actions, suits, causes of action, grievances, allegations, accusations, obligations, 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, direct or indirect, 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 the Litigation or any conduct that reasonably could have been alleged in the Litigation, including but not limited to any conduct related in any way to the sale of Seroquel XR or its generic equivalents ("Released Claims").

For the avoidance of doubt, Released Claims shall not include Claims for breach of warranty, breach of contract, violation of the Uniform Commercial Code, personal or bodily injury, or only arising out of or in any way relating to any products other than brand or generic Seroquel XR.

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31. 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. issue any subpoena or discovery request to any of the Released Parties seeking discovery concerning any Released Claim (however, if additional information is needed for purposes of distribution of the Settlement Fund, the Parties will work together in good faith to address); or

c. 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.

32. 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 Paragraph 30 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, provided that such conduct occurred before the Effective Date. For the avoidance of doubt, Released Claims shall not include Claims for breach of warranty, breach of contract, violation of the Uniform Commercial Code, personal or bodily injury, or only arising out of or in any way relating to any products other than brand or generic Seroquel

XR. The parties acknowledge that the foregoing waiver was separately bargained for and is a key and integral element of this Settlement Agreement.

PAYMENT AND COOPERATION

33. Within thirty (30) calendar days of the Execution Date, AstraZeneca shall pay or cause to be paid the Settlement Amount by wire transfer into an Escrow Account to be established pursuant to the terms set forth in an escrow agreement to be entered into with Huntington National Bank, subject to the approval of the Direct Purchaser Plaintiffs and 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 Settlement Agreement, to the escrow agreement to be entered into with Huntington National Bank, and to any orders by the Court.

34. Any attorneys' fees, reimbursement of costs and expenses, or service awards for Class Representatives approved by the Court shall be paid solely from the Settlement Fund. AstraZeneca shall have no separate or additional 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

35. The Settlement Fund is intended by the parties to this Settlement 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 Settlement 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.

36. 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 and paid out with the Settlement Fund as provided in this Settlement Agreement. The Parties agree that AstraZeneca bears no responsibility for any losses sustained by any such investment.

37. 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, expenses, or potential losses related to any such investment, distribution and administration, except as expressly otherwise provided in this Settlement Agreement.

38. All costs associated with Notice and claims administration shall be paid out of the Settlement Fund.

39. Subject to approval by the Court, the Direct Purchaser Plaintiffs and 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. If AstraZeneca has not exercised its right to rescind the Settlement Agreement as provided for in Paragraphs 41 or 42 below, attorneys' fees and expenses awarded by the Court shall be payable from the Settlement Fund upon order of the Court, 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 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 the Direct Purchaser Plaintiffs' respective attorneys, experts, advisors, agents, or representatives, but all such costs, fees, and expenses may be paid out of the Settlement Fund to the extent approved by the Court.

40. 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

41. The Direct Purchaser Plaintiffs and AstraZeneca shall each, in their sole and absolute discretion, have the option to rescind this Settlement 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 Settlement Agreement or any material part thereof;

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

c. the Court refuses to enter the Final Approval Order provided for in Paragraph 27 above; or

d. the Court enters the Final Approval Order provided for in Paragraph 27 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.

42. In addition to its rights under Paragraph 41 hereof, AstraZeneca shall, in its sole and absolute discretion, have the option to rescind this Settlement Agreement by furnishing notice to Class Counsel of such rescission under this Paragraph within five (5) calendar days of notice from Class Counsel that one or more of the entities identified in Paragraph 1 of the Confidential Supplemental Agreement, dated and signed on the Execution Date, has timely opted out of the Class. With leave of Court, the Confidential Supplemental Agreement shall not be filed on the docket and, if ordered to be filed, the Parties jointly shall request that it be filed under seal.

43. If this Settlement Agreement is rescinded as provided for in Paragraphs 41 or 42, above, then:

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

b. whatever portion of the Settlement Fund remains after payment of costs associated with Notice and claims administration (including payment of taxes), subject to Paragraph 43(c) below, incurred up to the date of such rescission shall be returned immediately to AstraZeneca.

c. for purposes of determining the portion of the Settlement Fund that shall be returned to AstraZeneca pursuant to Paragraph 43(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.

44. If this Settlement Agreement is rescinded as provided for in Paragraphs 41 or 42, above, if final approval of this Settlement Agreement is not obtained, or if the Court does not enter the Final Approval Order provided for in Paragraph 27 above, the Direct Purchaser Plaintiffs and AstraZeneca agree that this Settlement 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

45. The Direct Purchaser 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

46. The Direct Purchaser Plaintiffs, Class Members, and AstraZeneca hereby irrevocably submit to the exclusive, retained jurisdiction of the Court, solely for the purpose of any disputes arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement.

47. This Settlement 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 Settlement Agreement.

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

49. Neither this Settlement Agreement nor any negotiations or proceedings connected with it shall be deemed or construed to be an admission by any party to this Settlement 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 used, directly or indirectly, in any way, except in a proceeding to interpret or enforce this Settlement 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).

50. Each of the parties hereto participated materially in the drafting of this Settlement Agreement. Neither AstraZeneca nor the Direct Purchaser Plaintiffs shall be considered to be the drafter of this Settlement 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 Settlement Agreement.

51. The captions and headings of the Sections of this Settlement Agreement are for convenience of reference only and are not to be considered in construing this Settlement Agreement. Unless the context of this Settlement 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 "includ-

ing but not limited to" or "including without limitation," (e) references to "hereunder," "herein," or "hereof" relate to this Settlement Agreement as a whole, and (f) the terms "dollars" and "$" refer to United States dollars. Paragraph references are to this Settlement Agreement as originally executed unless otherwise specified. Any reference herein to any statute, rule, regulation, or agreement, including this Settlement 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.

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

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

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

55. 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 Settlement 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 Settlement Agreement.

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

57. All terms of this Settlement 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.

58. This Settlement Agreement may be executed in counterparts by 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.

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

Lead Counsel on behalf of the Direct Purchaser Class, JM Smith Corporation, and KPH Healthcare Services, Inc.

Name: Jonathan M. Gerstein

Garwin Gerstein & Fisher LLP

Signature:

Date: 5/19/25

AstraZeneca's Counsel, on behalf of AstraZeneca

Name:

McCarter & English, LLP

Signature:

Date: 5/19/25

Name: Benjamin Greenblum

Williams & Connolly LLP

Signature:

Date: 5/19/25