OPERATING AGREEMENT

OF

ASTRAZENECA FINANCE LLC

THIS OPERATING AGREEMENT (this "**Agreement**") of AstraZeneca Finance LLC (the "**Company**"), dated and effective as of May 6, 2021, is entered into by AstraZeneca Finance and Holdings Inc., a Delaware corporation (the "**Member**"), under the Delaware Limited Liability Company Act, 6 Del. C. §18-101, et seq. (as amended from time to time and any successor statute thereto, the "**Act**").

WHEREAS, the Company was formed as a limited liability company by the filing of the Certificate of Formation with the Secretary of State of the State of Delaware on May 6, 2021 (the "**Certificate of Formation**");

WHEREAS, the Member agrees that the membership in and management of the Company shall be governed by the terms set forth herein.

NOW, THEREFORE, the Member agrees as follows:

ARTICLE I NAME, FORMATION, CONTINUATION AND POWERS

SECTION 1.1 <u>Name</u>. The name of the limited liability company for which this Agreement serves as the operating agreement under the Act is "AstraZeneca Finance LLC".

SECTION 1.2 <u>Certificate of Formation and Continuation</u>. The Company has been formed as a limited liability company pursuant to the provisions of the Act by the execution of the Certificate of Formation, and the filing of the Certificate of Formation with the office of the Secretary of State of the State of Delaware, on May 6, 2021. The Member hereby adopts, confirms and ratifies the Certificate of Formation, and all acts taken in connection therewith. The Member or an officer of the Company shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) or take any action necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

SECTION 1.3 <u>Purpose and Scope of Activity</u>. The Company has been formed for the object and purpose of, and the nature of the business to be conducted by the Company is, to engage in any lawful business purpose or activity for which limited liability companies may be formed under the Act. The Company shall possess and may exercise all the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, that are necessary or convenient to the conduct, promotion or attainment of the business, purposes or activities of the Company.

SECTION 1.4 <u>Principal Place of Business</u>. For purposes of the Act, the principal place of business of the Company shall at such place as the Board shall designate from time to time.

SECTION 1.5 <u>Registered Office</u>. The address of the registered office of the Company in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801. At any time, the Company may designate another registered office.

SECTION 1.6 <u>Registered Agent</u>. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801. At any time, the Company may designate another registered agent.

ARTICLE II MANAGEMENT

SECTION 2.1 <u>Management Generally</u>. Except as otherwise expressly provided in this Agreement, the business and affairs of the Company shall be managed under the direction of the Board of Directors of the Company (the "**Board**"). In addition to the powers and authorities by this Agreement expressly conferred upon them, the Board may

exercise all such powers of the Company and do all such lawful acts and things as are not by the Act or by this Agreement required to be exercised or done by the Member. Certain powers and authorities of the Board may be concurrently allocated to or executed by the President, or one or more other officers, when and to the extent expressly delegated thereto by the Board in accordance with this Agreement; provided, that any such delegation may be revoked at any time and for any reason by the Board. Approval by or action taken by the Board in accordance with this Agreement shall constitute approval or action by the Company and shall be binding on the Member(s). Each Director (as defined below) on the Board shall be a "manager" of the Company within the meaning of the Act.

SECTION 2.2 Board Composition.

(i) <u>Generally</u>. The Board shall consist of two (2) members or any such other number of members as may be determined by the Member from time to time (individually, a "**Director**" and collectively, the "**Directors**"). Each Director shall be appointed by the Member.

(ii) <u>Compensation</u>. Directors, in their capacity as such, shall not be entitled to compensation, unless, and to the extent, approved by the Member.

Meetings. Meetings of the Board shall be held at the Company's principal (iii) place of business or such other place, within or without the State of Delaware, as has been designated from time to time by the Board. Meetings of the Board for any purpose or purposes may be called at any time by (i) the Member, (ii) the President, or (iii) a majority of the Directors. Notice of any meeting of the Board shall be given to each Director at his business or residence in writing by first-class or overnight mail or courier service, facsimile transmission, electronic mail transmission, hand delivery or orally by telephone. If mailed by first-class mail, such notice shall be deemed adequately delivered when deposited in the United States mails so addressed, with postage thereon prepaid, at least five (5) days before such meeting. If by overnight mail or courier service, such notice shall be deemed adequately delivered when the notice is delivered to the overnight mail or courier service company at least twenty-four (24) hours before such meeting. If by facsimile transmission, such notice shall be deemed adequately delivered when the notice is transmitted at least twenty-four (24) hours before such meeting. If by electronic mail transmission, hand delivery or telephone, the notice shall be given at least twelve (12) hours prior to the time set for the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice of such meeting. A meeting may be held at any time without notice if all the Directors are present or if those not present waive notice of the meeting in accordance with Section 2.2(vi) of this Agreement.

(iv) <u>Quorum; Alternates; Participation in Meetings by Conference Telephone</u> <u>Permitted</u>. Except as otherwise required by law, the presence of a majority of the Directors shall constitute a quorum for the transaction of business. If at any meeting of the Board there shall be less than a quorum present, a majority of the Directors present may adjourn the meeting from time to time without further notice. Directors may participate in a meeting of the Board through use of conference telephone or similar communications equipment, so long as all Directors participating in such meeting can communicate with and hear one another. The Directors present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Directors to leave less than a quorum.

(v) <u>Vote Required for Action</u>. The act of the majority of the Directors present at a meeting of the Board at which a quorum is present shall be the act of the Board.

(vi) <u>Waiver of Notice; Consent to Meeting</u>. Notice of a meeting need not be given to any Director who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Director. All such waivers, consents and approvals shall be filed with the Company's records and made a part of the minutes of the meeting.

(vii) <u>Action by Board Without a Meeting</u>. Any action required or permitted to be taken by the Board may be taken without a meeting and without prior notice if all of the Directors shall consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a vote of the Board in favor of such action.

(viii) <u>Records</u>. The Board shall cause to be kept a record containing the minutes of the proceedings of the meetings of the Board, appropriate books and registers and such books of records and accounts as may be necessary for the proper conduct of the business of the Company.

(ix) <u>Agents</u>. To the extent of their powers set forth in this Agreement, the Directors are agents of the Company for the purpose of the Company's business, and the actions of the Directors taken in accordance with such powers set forth in this Agreement shall bind the Company. Except as provided in this Agreement or in a resolution of the Board, a Director may not bind the Company.

(x) <u>Term of Office; Resignation; Removal; Vacancies</u>. Each Director shall hold office until his or her successor is elected or appointed and qualified or until his or her earlier resignation or removal. Any Director may resign at any time upon written notice to the Board or to such person or persons as the Board may designate. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein no acceptance of such resignation shall be necessary to make it effective. The Member may remove any Director with or without cause at any time.

SECTION 2.3 Officers.

(i) <u>President; Secretary; Treasurer</u>. The Company shall have a President, Secretary and Treasurer. The Company may have one or more additional officers, including Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board from time to time may deem proper.

(ii) <u>Term of Office; Resignation, Removal; Vacancies</u>. Officers of the Company shall be appointed by the Board. Unless otherwise provided in the resolution of

the Board appointing or authorizing the appointment of any officer, each officer shall hold office until his or her successor is appointed and qualified or until his or her earlier resignation or removal. Any officer may resign at any time upon written notice to the Board or to such person or persons as the Board may designate. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein no acceptance of such resignation shall be necessary to make it effective. The Board may remove any officer with or without cause at any time. Any officer authorized by the Board to appoint a person to hold an office of the Company may also remove such person from such office with or without cause at any time, unless otherwise provided in the resolution of the Board providing such authorization. Any vacancy occurring in any office of the Company by death, resignation, removal or otherwise may be filled by the Board or by an officer authorized by the Board to appoint a person to hold such office.

(iii) <u>Powers and Duties</u>. The officers of the Company shall have such powers and duties in the management of the Company as shall be stated in this Agreement or in a resolution of the Board which is not inconsistent with this Agreement and, to the extent not so stated, as generally pertain to their respective offices, subject to the control of the Board. The Board may require any officer, agent or employee to give security for the faithful performance of his or her duties.

(iv) <u>Contracts</u>. Notwithstanding any other provision contained in this Agreement and except as required by law, any contracts or other instruments may be executed and delivered in the name and on behalf of the Company by such officer or officers of the Company as the Board may from time to time direct. Such authority may be general or confined to specific instances as the Board may determine.

ARTICLE III MEMBER; INTERESTS; LIMITED LIABILITY

SECTION 3.1 <u>Member</u>. The sole member under §18-101 of the Act shall be the Member. The name and the mailing address of the Member are set forth on Schedule A attached hereto.

SECTION 3.2 <u>Interests</u>. There shall be only one class of Company membership interests, all of which are held by the Member.

SECTION 3.3 <u>Resignation</u>. The Member may resign from the Company only if an additional member shall be admitted to the Company, and such additional member executes an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.

SECTION 3.4 <u>Admission of Additional Members</u>. One (1) or more additional members of the Company may be admitted to the Company with the written consent of the Member, provided that such additional member executes an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.

SECTION 3.5 <u>Limited Liability</u>. Except as otherwise expressly provided by the Act and notwithstanding anything herein to the contrary, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Member nor any

Director or officer shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member, manager, Director or officer of the Company.

SECTION 3.6 <u>Other Business</u>. The Member may engage in or possess an interest in other business ventures of every kind and description, independently or with others. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

ARTICLE IV CAPITAL; ALLOCATIONS; DISTRIBUTIONS

SECTION 4.1 <u>Capital Contributions</u>. The Member was admitted as the sole member of the Company upon its execution and delivery of this Agreement. The Member has contributed to the Company the amount listed on <u>Schedule A</u> attached hereto. In exchange for the capital contribution listed on <u>Schedule A</u> attached hereto, the Member owns the number of the Company's membership interests ("**Membership Interests**") set forth on <u>Schedule A</u>. <u>Schedule A</u> shall be revised and updated from time to time as necessary to properly reflect the capital contributions made by the Member and the Membership Interests issued to the Member.

SECTION 4.2 Certificates.

(i) <u>Issuing Certificates.</u> The Company may deliver a certificate in the form attached hereto as <u>Exhibit A</u> (the "**Certificate**") representing the Membership Interest of the Member. Any Certificate issued by the Company will be consecutively numbered and will be entered in the Company's books as it is issued. Each Certificate will state on its face the holder's name, the percentage of Membership Interest held by such member, and other matters required by the Act or that the Member may deem appropriate and must be signed by an authorized person of the Member.

(ii) <u>Replacement of Lost or Destroyed Certificate</u>. The Member may direct a new Certificate to be issued in place of any Certificate alleged to have been lost or destroyed. The holder (or the holder's authorized legal representative) of the lost or destroyed Certificate must sign an affidavit to the fact that the Certificate is lost or destroyed.

(iii) <u>Transfer of Membership Interest</u>. Certificates may only be transferred in compliance with this Agreement and any Certificate being transferred must be endorsed and accompanied by proper evidence of succession, assignment, authority to transfer, and necessary consents to transfer, if any. Once these requirements have been met and the Certificate evidencing Membership Interest is surrendered for transfer to the Company or its transfer agent, the Company will issue a new Certificate to the person entitled to the new Certificate, cancel the old Certificate, and record the transaction upon its books.

SECTION 4.3 <u>Additional Capital Contributions</u>. The Member is not required to make any additional capital contributions to the Company. However, the Member may make additional capital contributions to the Company in its sole discretion. Any additional capital contributions to the Company made by the Member shall be reflected

on a revised <u>Schedule A</u> reflecting the additional capital contributions and additional Membership Interests issued to the Member.

SECTION 4.4 <u>Tax Election</u>. The Company shall elect effective as of the date of its formation to be treated as a corporation for US federal tax purposes.

SECTION 4.5 <u>Distributions</u>. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Member on account of its interest in the Company if such distribution would violate the Act or other applicable law.

ARTICLE V DISSOLUTION; LIQUIDATION

SECTION 5.1 Dissolution.

(i) The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (i) the written consent of the Member, (ii) at any time there are no members of the Company unless the Company is continued in a manner permitted by the Act, or (iii) the entry of a decree of judicial dissolution under the Act or applicable law.

(ii) The bankruptcy of the Member will not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

(iii) In the event of dissolution, the affairs of the Company shall be wound up in accordance with the Act, and the assets of the Company shall be applied in the manner, and in the order of priority, set forth under the Act.

SECTION 5.2 <u>Liquidation</u>. Upon a dissolution pursuant to <u>Section 5.1</u>, the Company's business and assets shall be wound up promptly in an orderly manner. The Board shall be the liquidator to wind up the affairs of the Company. In performing its duties, the Board is authorized to sell, exchange or otherwise dispose of the Company's business and assets in accordance with the Act in any reasonable manner that the Board determines to be in the best interests of the Members.

SECTION 5.3 <u>Cancellation of Certificate of Formation</u>. Upon completion of a liquidation pursuant to <u>Section 5.2</u> following a dissolution of the Company pursuant to <u>Section 5.1</u>, a certificate of cancellation of the Certificate of Formation of the Company shall be filed in the office of the Secretary of State of the State of Delaware.

ARTICLE VI INDEMNIFICATION

SECTION 6.1 Indentification.

(i) Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit, or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "**proceeding**"), by reason of the fact that

he or she, or a person of whom he or she is the legal representative, is or was (a) a Director or officer of the Company or (b) serving at the request of the Company as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, or person, in each case whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Company to the fullest extent authorized by the Delaware General Corporation Law (the "DGCL") as the same exists or may hereafter be amended (but, in the case of any such amendment, to the fullest extent permitted by law, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment), if the Company were a corporation organized under the DGCL, against all expense, liability and loss (including attorneys' fees, judgments, fines, amounts paid or to be paid in settlement and excise taxes or penalties arising under the Employee Retirement Income Security Act of 1974) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 6.1(iii), the Company shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board. The right to indemnification conferred in this <u>Section 6.1</u> shall be a contract right and shall include the right to be paid by the Company the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the DGCL requires, the payment of such expenses incurred by a Director or officer in his or her capacity as a Director or officer (and not in any other capacity in which service was or is rendered by such person while a Director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding shall be made only upon delivery to the Company of an undertaking by or on behalf of such Director or officer to repay all amounts so advanced if it shall ultimately be determined that such Director or officer is not entitled to be indemnified under this Section 6.1 or otherwise. The Company may, by action of the Board, provide indemnification to employees and agents of the Company with the same scope and effect as the foregoing indemnification of Directors and officers. For purposes of this Article VI, the term "Company" shall include any predecessor of the Company and any constituent entity (including any constituent of a constituent) absorbed by the Company in a consolidation or merger.

(ii) To obtain indemnification under this <u>Section 6.1</u>, a claimant shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to the claimant and is reasonably necessary to determine whether and to what extent the claimant is entitled to indemnification. Upon written request by a claimant for indemnification pursuant to the first sentence of this <u>Section 6.1(ii)</u>, a determination, if required by the DGCL if the Company were a corporation organized under the DGCL, with respect to the claimant's entitlement thereto shall be made as follows: (1) if requested by the claimant, by Independent Counsel (as hereinafter defined), or (2) if no request is made by the claimant for a determination by Independent Counsel, (i) by the Board by a majority of the Disinterested Directors (as hereinafter defined) even though less than a quorum, or (ii) if there are no Disinterested Directors, or if a majority of the Disinterested Directors so directs, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to the claimant, or (iii) if a majority of Disinterested Directors so directs, such determination shall be approved by the Member. In the event that the determination of entitlement to indemnification is to be made by Independent Counsel at the request of the claimant, the Independent Counsel shall be selected by the Board. If it is so determined that the claimant is entitled to indemnification, payment to the claimant shall be made within ten (10) days after such determination.

(iii) If a claim under (i) is not paid in full by the Company within thirty (30) days after a written claim pursuant to Section 6.1(ii) has been received by the Company, the claimant may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Company) that the claimant has not met the standard of conduct that makes it permissible under the DGCL as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) by the Company to indemnify the claimant for the amount claimed if the Company were a corporation organized under the DGCL, but the burden of proving such defense shall be on the Company. Neither the failure of the Company (including the Board, Independent Counsel or the Member) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Company (including its Board, Independent Counsel or the Member) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(iv) If a determination shall have been made pursuant to <u>Section 6.1(ii)</u> that the claimant is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to <u>Section 6.1(iii)</u>.

(v) The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to Section 6.1(iii) that the procedures and presumptions of this Section 6.1 are not valid, binding and enforceable and shall stipulate in such proceeding that the Company is bound by all the provisions of this Section 6.1.

(vi) The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this <u>Section 6.1</u> shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of this Agreement, agreement, vote of Disinterested Directors or otherwise. No amendment or other modification of this <u>Section 6.1</u> shall in any way diminish or adversely affect the rights of any Director, officer, employee or

agent of the Company hereunder in respect of any occurrence or matter arising prior to any such repeal or modification.

(vii) The Company may, to the extent authorized from time to time by the Board, grant rights to indemnification, and rights to be paid by the Company the expenses incurred in defending any proceeding in advance of its final disposition, to any employee or agent of the Company to the fullest extent of the provisions of this <u>Section 6.1</u> with respect to the indemnification and advancement of expenses of Directors and officers of the Company.

(viii) If any provision or provisions of this <u>Section 6.1</u> shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (1) the validity, legality and enforceability of the remaining provisions of this <u>Section 6.1</u> (including, without limitation, each portion of any subsection of this <u>Section 6.1</u> containing any such provision held to be invalid, illegal or unenforceable, that is not itself held to be invalid, illegal or unenforceable, that is not itself held to be invalid, illegal or unenforceable, the provisions of this <u>Section 6.1</u> (including, without limitation, each such portion of any subsection of this <u>Section 6.1</u> (including, without limitation, each such portion of any subsection of this <u>Section 6.1</u> (including, without limitation, each such portion of any subsection of this <u>Section 6.1</u> containing any such provision) held to be invalid, illegal or unenforceable shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

(ix) Any notice, request or other communication required or permitted to be given to the Company under this <u>Section 6.1</u> shall be in writing and either delivered in person or sent by overnight mail or courier service, or certified or registered mail, postage prepaid, return receipt requested, to the Board and shall be effective only upon receipt by the Board.

(x) For purposes of this <u>Article VI</u>: (1) "Disinterested Director" means a Director who is not and was not a party to the matter in respect of which indemnification is sought by the claimant; and (2) "Independent Counsel" means a law firm, a member of a law firm, or an independent practitioner, that is experienced in matters of corporation law and shall include any person who, under the applicable standards of professional conduct then prevailing, would not have a conflict of interest in representing either the Company or the claimant in an action to determine the claimant's rights under this <u>Section 6.1</u>.

SECTION 6.2 <u>Insurance</u>. The Company may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Company or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under the DGCL if the Company were a corporation organized under the DGCL.

SECTION 6.3 <u>Survival</u>. This <u>Article VI</u> shall survive any termination of this Agreement.

ARTICLE VII MISCELLANEOUS

SECTION 7.1 <u>Amendments</u>. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member; provided, however, that the Board may authorize, without further approval of another person or group, any amendment to this Agreement to correct any technicality, incorrect statement or error apparent on the face hereof in order to further the intent of the parties hereto.

SECTION 7.2 <u>Benefits of Agreement</u>. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or by any creditor of the Member. Except as provided in <u>Article VI</u>, nothing in this Agreement shall be deemed to create any right in any person not a party hereto, and this instrument shall not be construed in any respect to be a contract in whole or in part for the benefit of any third person. Without limiting the generality of the foregoing, except as provided in <u>Article VI</u>, no person not a party hereto shall have any right to compel performance by a Director of his obligations hereunder.

SECTION 7.3 <u>Waiver of Notice</u>. Whenever any notice is required to be given to the Member or any Director under the provisions of the Act or this Agreement, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any meeting of the members (if any shall be called) or the Board need be specified in any waiver of notice of such meeting.

SECTION 7.4 <u>Successors and Assigns</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective estates, heirs, legal representatives, successors and permitted assigns, any additional member admitted in accordance with the provisions hereof and any successor to a trustee of a trust that is or becomes a party hereto.

SECTION 7.5 <u>Severability</u>. If any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

SECTION 7.6 <u>Headings</u>. The Article, Section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

SECTION 7.7 <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles.

* * * * *

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement effective as of the date first written above.

AstraZeneca Finance and Holdings Inc.

Mariam Koohdary

By: Name: Mariam Koohdary Title: President and Secretary

Schedule A MEMBER

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<u>Exhibit A</u> CERTIFICATE EVIDENCING LIMITED LIABILITY COMPANY INTERESTS OF ASTRAZENECA FINANCE LLC

Membership Interests

Certificate Number

This certifies that ______ is the registered holder of _____% of the Membership Interests in AstraZeneca Finance LLC, a limited liability company organized under the laws of the State of Delaware (the "<u>Company</u>").

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AND MAY NOT BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933 OR AN EXEMPTION THEREFROM AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS. ANY TRANSFER OF THIS CERTIFICATE OR ANY MEMBERSHIP INTERESTS REPRESENTED HEREBY IS SUBJECT TO THE TERMS AND CONDITIONS OF OPERATING AGREEMENT OF THE COMPANY, DATED AS OF MAY 6, 2021, AS THE SAME MAY BE AMENDED FROM TIME TO TIME (THE <u>"AGREEMENT"</u>), COPIES WHICH ARE ON FILE WITH THE COMPANY.

This Certificate and the Membership Interests represented hereby are issued and shall in all respects be subject to the terms and provisions of the Agreement. The Company will furnish without charge to each Membership Interest holder who so requests a copy of the Agreement.

This Certificate evidences an interest in AstraZeneca Finance LLC and shall be a security for purposes of Article 8 of the Delaware Uniform Commercial Code.

IN WITNESS WHEREOF, the Company has caused this Certificate to be signed by its duly authorized representative as of_____.

ASTRAZENECA FINANCE LLC

By its Member:

ASTRAZENECA FINANCE AND HOLDINGS INC.

By: _____

Name:

Title: _____