

Execution Version

ASTRAZENECA PLC
AND
ASTRAZENECA FINANCE LLC
AS ISSUERS
AND
ASTRAZENECA PLC
AS GUARANTOR
AND
DEUTSCHE TRUSTEE COMPANY LIMITED
AS TRUSTEE

AMENDMENT AND RESTATEMENT DEED
RELATING TO THE TRUST DEED
DATED 10 SEPTEMBER 2007
AS AMENDED AND RESTATED
ON 4 SEPTEMBER 2009, 29 JUNE 2012, 28 JUNE
2013, 24 JUNE 2015, 5 MAY 2016 21 JUNE 2018,12
JUNE 2019, 10 JUNE 2020, 24 MAY 2021 AND 15
JUNE 2022
IN RESPECT OF THE U.S.\$10,000,000,000
EURO MEDIUM TERM NOTE PROGRAMME OF
ASTRAZENECA PLC AND ASTRAZENECA
FINANCE LLC

GUARANTEED BY
ASTRAZENECA PLC (IN RESPECT OF NOTES
ISSUED BY ASTRAZENECA FINANCE LLC)

15 June 2023

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THIS AMENDMENT AND RESTATEMENT DEED is made on 15 June 2023

BETWEEN:

- (1) **ASTRAZENECA PLC** and **ASTRAZENECA FINANCE LLC** as Issuers (each an "Issuer" and together the "Issuers");
- (2) **ASTRAZENECA PLC** as guarantor of Notes issued by AstraZeneca Finance LLC (the "**Guarantor**"); and
- (3) **DEUTSCHE TRUSTEE COMPANY LIMITED** (the "**Trustee**", which expression includes, where the context admits, all persons for the time being the trustee or trustees of this Trust Deed).

WHEREAS:

- (A) The Issuers and the Guarantor have established a Euro Medium Term Note Programme pursuant to which the Issuers may issue from time to time Notes (the "**Programme**"). The Guarantor has agreed to guarantee the payment of all sums expressed to be payable from time to time in relation to Notes to be issued by AstraZeneca Finance LLC under the Programme. Notes up to a maximum nominal amount from time to time outstanding of U.S.\$10,000,000,000 (subject to increase as provided in the Dealer Agreement (as defined below)) (the "**Authorised Amount**") may be issued pursuant to the said Programme.
- (B) In connection with the Programme, AstraZeneca PLC and the Trustee entered into a trust deed dated 10 September 2007 as amended and restated on 4 September 2009, 29 June 2012, 28 June 2013, 24 June 2015, 5 May 2016, 21 June 2018, 12 June 2019, 10 June 2010, 24 May 2021 and 15 June 2022 (the "**Original Trust Deed**" and, as amended by this Deed and as may be further amended or supplemented from time to time, the "**Trust Deed**").
- (C) The Issuers, the Guarantor and the Trustee wish to amend and restate the Original Trust Deed on the terms set out herein.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

Save where the contrary is indicated or the context otherwise requires, terms defined in the Trust Deed, shall bear the same meaning in this Deed.

2. AMENDMENT TO AND RESTATEMENT OF THE TRUST DEED

With effect on and from the date hereof, the parties hereto hereby expressly agree that the Original Trust Deed shall stand amended as set out in the Exhibit attached to this Deed save in relation to any Notes issued prior to the date of this Deed or any Notes issued on or after the date of this Deed and which are consolidated with, and form a

single Series with, the Notes of any Series issued prior to the date of this Deed. Subject to such amendment, the Original Trust Deed shall continue in full force and effect.

3. COSTS AND EXPENSES

3.1 Costs and expenses

The Issuers and the Guarantor are responsible for payment of all costs, charges and expenses (and any applicable value added tax) properly incurred:

3.1.1 of any legal, accountancy and other professional advisers instructed by the parties to this Deed in connection with the preparation of the Base Prospectus relating to this Programme;

3.1.2 incurred in connection with the preparation, production and delivery of this Deed; and

3.1.3 incidental to the setting, proofing, printing and delivery of the Base Prospectus relating to this Programme.

3.2 Stamp taxes

The Relevant Issuer and, in respect of Notes issued by AstraZeneca Finance LLC, the Guarantor, shall pay all stamp, registration and other taxes and duties (including any interest and penalties thereon or in connection therewith) which may be payable in connection with the execution and delivery of this Deed and shall indemnify the Trustee against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it may incur as a result of or arising out of or in relation to any failure to pay or delay in paying any of the same.

4. COUNTERPARTS

This Deed may be executed in counterparts, all of which when taken together shall constitute one and the same deed.

5. LAW AND JURISDICTION

This Deed and all non-contractual obligations arising out of or in connection with it are governed by English law. The provisions of Clause 15 (*Law and Jurisdiction*) of the Trust Deed shall apply to this Deed *mutatis mutandis*.

Each party understands and agrees that its electronic signature manifests its consent to be bound by all terms and conditions set forth in this Deed.

EXECUTION CLAUSES

The Issuers

ASTRAZENECA PLC

By:

Name: ADRIAN KEMP
Position: ATTORNEY

By:

Name: MATTHEW BOWDEN
Position: ATTORNEY

ASTRAZENECA FINANCE LLC

By:

Name: DAVID E. WHITE
Position: DIRECTOR

[Signature page to Trust Deed]

The Guarantor

ASTRAZENECA PLC

By:

Name: ADRIAN KEMP
Position: ATTORNEY

By:

Name: MATTHEW BOWDEN
Position: ATTORNEY

[Signature page to Trust Deed]

The Trustee

EXECUTED as a **DEED** by affixing) ASSOCIATE DIRECTOR
THE COMMON SEAL of) ASSOCIATE DIRECTOR
DEUTSCHE TRUSTEE COMPANY LIMITED)

[Signature page to Trust Deed]

**EXHIBIT
AMENDED AND RESTATED TRUST DEED**

ASTRAZENECA PLC
AND
ASTRAZENECA FINANCE LLC
AS ISSUERS
AND
ASTRAZENECA PLC
AS GUARANTOR (IN RESPECT OF NOTES ISSUED BY ASTRAZENECA FINANCE
LLC)
AND
DEUTSCHE TRUSTEE COMPANY LIMITED
AS TRUSTEE

TRUST DEED
RELATING TO U.S.\$10,000,000,000
EURO MEDIUM TERM NOTE PROGRAMME
GUARANTEED BY
ASTRAZENECA PLC (IN RESPECT OF NOTES
ISSUED BY ASTRAZENECA FINANCE LLC)

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THIS TRUST DEED is made on 10 September 2007 and amended and restated on 4 September 2009, 29 June 2012, 28 June 2013, 24 June 2015, 5 May 2016, 21 June 2018, 12 June 2019, 10 June 2020, 24 May 2021, 15 June 2022 and on 15 June 2023.

BETWEEN:

- (1) **ASTRAZENECA PLC** and **ASTRAZENECA FINANCE LLC** as Issuers (each an "**Issuer**" and together the "**Issuers**");
- (2) **ASTRAZENECA PLC** as guarantor of Notes issued by AstraZeneca Finance LLC (the "**Guarantor**"); and
- (3) **DEUTSCHE TRUSTEE COMPANY LIMITED** (the "**Trustee**", which expression includes, where the context admits, all persons for the time being the trustee or trustees of this Trust Deed).

WHEREAS

- (A) The Issuers and the Guarantor have established a Euro Medium Term Note Programme pursuant to which the Issuers may issue from time to time Notes (the "**Programme**"). The Guarantor has agreed to guarantee the payment of all sums expressed to be payable from time to time in relation to Notes to be issued by AstraZeneca Finance LLC under the Programme. Notes up to a maximum nominal amount from time to time outstanding of U.S.\$10,000,000,000 (subject to increase as provided in the Dealer Agreement (as defined below)) (the "**Authorised Amount**") may be issued pursuant to the said Programme.
- (B) The Trustee has agreed to act as trustee of this Trust Deed on the following terms and conditions.

NOW THIS TRUST DEED WITNESSES AND IT IS HEREBY DECLARED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Trust Deed the following expressions have the following meanings:

"**Agency Agreement**" means, in relation to the Notes of any Series, the agreement appointing the initial Paying Agent, the Registrars and the Calculation Agent and the Transfer Agents in relation to such Series and any other agreement for the time being in force appointing Successor paying agents or a Successor registrar or a Successor calculation agent or Successor transfer agents in relation to such Series, together with any agreement for the time being in force amending or modifying with the prior written approval of the Trustee any of the aforesaid agreements in relation to such Series.

"**Agents**" means, in relation to the Notes of any Series other than CMU Notes, the Principal Paying Agent, in relation to CMU Notes, the CMU Lodging and Paying Agent,

the other Paying Agents, the ICSD Registrar, the CMU Registrar, the Calculation Agent, the Transfer Agent or any of them.

"**Authorised Signatory**" means any officer of the relevant Issuer or the Guarantor, as the case may be, or any other person or persons notified to the Trustee by any officer of the relevant Issuer or the Guarantor, as the case may be, as being an Authorised Signatory pursuant to subclause 7.1.18 (*Authorised Signatories*).

"**Bearer Note**" means a Note issued in bearer form.

"**Calculation Agent**" means, in relation to the Notes of any Series, the institution at its Specified Office initially appointed as calculation agent in relation to such Notes pursuant to the Agency Agreement and/or, if applicable, Successor calculation agent in relation to such Notes at its Specified Office.

"**CGN Permanent Global Note**" means a Permanent Global Note representing Notes for which the relevant Final Terms specify that the New Global Note form is not applicable.

"**CGN Temporary Global Note**" means a Temporary Global Note representing Notes for which the relevant Final Terms specify that the New Global Note form is not applicable.

"**Clearing Systems**" means the ICSDs and the CMU.

"**Clearstream**" means Clearstream Banking S.A.

"**CMU**" means the Central Moneymarkets Unit Service operated by the HKMA.

"**CMU Issue Position Report**" shall have the meaning specified in the CMU Rules.

"**CMU Lodging and Paying Agent**" means, in relation to the CMU Notes of any Series, the institution at its Specified Office initially appointed as CMU lodging and paying agent in relation to such Series or, if applicable, any Successor CMU lodging and paying agent in relation to such Series at its Specified Office.

"**CMU Main Account**" means an account, other than a custody account, within the CMU of a person who has entered into an appropriate membership agreement with the HKMA.

"**CMU Member**" means any member of the CMU.

"**CMU Notes**" means any Notes lodged with the CMU.

"**CMU Reference Manual**" means the reference manual relating to the operation of the CMU issued by the HKMA to CMU Members, as amended from time to time.

"**CMU Registrar**" means in relation to the Registered Notes of any Series of CMU Notes, Deutsche Bank AG, Hong Kong Branch, initially appointed as registrar in

relation to such Notes pursuant to the relative Agency Agreement and/or, if applicable, any successor registrar in relation to such Registered Notes.

"CMU Rules" means all requirements of the CMU for the time being applicable to a CMU Member and includes: (a) all the obligations for the time being applicable to a CMU Member under or by virtue of its membership agreement with the CMU and the CMU Reference Manual; (b) all the operating procedures as set out in the CMU Reference Manual for the time being in force in so far as such procedures are applicable to a CMU Member; and (c) any directions for the time being in force and applicable to a CMU Member given by the HKMA through any operational circulars or pursuant to any provision of its membership agreement with the HKMA or the CMU Reference Manual.

"Common Safekeeper" means an ICSD in its capacity as common safekeeper or a person nominated by the ICSDs to perform the role of common safekeeper.

"Conditions" means:

- (a) in relation to the Bearer Notes of any Series, the terms and conditions to be endorsed on, or incorporated by reference in, the Bearer Notes of any such Series, in the form set out in Schedule 1 or in such other form, having regard to the terms of the Notes of the relevant Series, as may be agreed between the Relevant Issuer, the Guarantor (where applicable) in the case of Notes other than CMU Notes, the Principal Paying Agent, in the case of CMU Notes, the CMU Lodging and Paying Agent, the Trustee and the relevant Dealer(s) as completed by the Final Terms(s) applicable to such Series, as any of the same may from time to time be modified in accordance with this Trust Deed and any reference in this Trust Deed to a particular numbered Condition shall be construed in relation to the Bearer Notes of such Series accordingly; and
- (b) in relation to the Registered Notes of any Series, the terms and conditions to be endorsed on, or incorporated by reference in, the Note Certificates in respect of such Series, in the form set out in Schedule 1 or in such other form, having regard to the terms of the relevant Series, as may be agreed between the Relevant Issuer, the Guarantor (where applicable), the Registrar, the Trustee and the relevant Dealer(s) as modified and supplemented by the Final Terms applicable to such Series, as any of the same may from time to time be modified in accordance with the provisions of this Trust Deed and any reference in this Trust Deed to a particular numbered Condition shall be construed in relation to the Registered Notes of such Series accordingly;

"Contractual Currency" means, in relation to any payment obligation of any Note, the currency in which that payment obligation is expressed and, in relation to Clause 12.1 (*Remuneration*), pounds sterling or such other currency as may be agreed between the Relevant Issuer and the Trustee from time to time.

"Couponholder" means the holder of a Coupon.

"**Coupons**" means any bearer interest coupons appertaining to the Bearer Notes of any Series in or substantially in the form set out in Part E of Schedule 2, in the case of Notes issued by AstraZeneca PLC and Part K of Schedule 2, in the case of Notes issued by AstraZeneca Finance LLC, and for the time being outstanding or, as the context may require, a specific number thereof and includes any replacement Coupons issued pursuant to Condition 15 (*Replacement of Notes and Coupons*) and, where the context so permits, the Talons appertaining to the Bearer Notes of such Series.

"**Dealer Agreement**" means the agreement between the Issuers, the Guarantor and the Dealers named therein concerning the purchase of Notes to be issued pursuant to the Programme as amended from time to time or any restatement thereof for the time being in force.

"**Dealers**" means any person appointed as a Dealer by the Dealer Agreement and any other person which the Issuers and the Guarantor or the Relevant Issuer and the Guarantor (in respect of Notes issued by AstraZeneca Finance LLC) may appoint as a Dealer and notice of whose appointment has been given to the Principal Paying Agent, the CMU Lodging and Paying Agent and the Trustee by the Issuers and the Guarantor or the Relevant Issuer and the Guarantor (where applicable), as the case may be, in accordance with the provisions of the Dealer Agreement but excluding any entity whose appointment has been terminated in accordance with the terms of the Dealer Agreement and notice of whose termination has been given to the Principal Paying Agent, the CMU Lodging and Paying Agent and the Trustee by the Issuers and the Guarantor or the Relevant Issuer and the Guarantor (where applicable), as the case may be, in accordance with the provisions of the Dealer Agreement and references to the "**relevant Dealer(s)**" mean, in relation to any Note, the Dealer(s) with whom the Relevant Issuer has agreed the issue and purchase of such Note.

"**Definitive Notes**" means Bearer Notes in definitive form issued or, as the case may be, required to be issued by the Relevant Issuer in accordance with the provisions of the Dealer Agreement or any other agreement between the Relevant Issuer and the Relevant Dealer(s), the Agency Agreement and this Trust Deed in exchange for a Temporary Global Note or part thereof or a Permanent Global Note (all as indicated in the relevant Final Terms), such Bearer Notes in definitive form being in the form or substantially in the form set out in Part C of Schedule 2, in the case of Notes issued by AstraZeneca PLC and Part I of Schedule 2, in the case of Notes issued by AstraZeneca Finance LLC;

"**Director**" means any Director of any of the Issuers or the Guarantor, as the case may be, from time to time.

"**Drawdown Prospectus**" means a prospectus specific to a Tranche of Notes.

"**Euroclear**" means Euroclear Bank SA/NV.

"**Event of Default**" means any one of the circumstances described in Condition 13.

"**Extraordinary Resolution**" has the meaning set out in Schedule 4.

"**Final Terms**" has the meaning ascribed to it in the Dealer Agreement.

"**Fixed Rate Note**" means a Note on which interest is calculated at a fixed rate payable in arrear on a fixed date or dates in each year and on redemption or on such other dates as may be agreed between the Relevant Issuer and the relevant Dealer(s) (as indicated in the relevant Final Terms).

"**Floating Rate Note**" means a Note on which interest is calculated at a floating rate payable at intervals of one, two, three, six or twelve months or at such other intervals as may be agreed between the Relevant Issuer and the relevant Dealer(s) (as indicated in the relevant Final Terms).

"**Global Note**" means, a CGN Temporary Global Note, a CGN Permanent Global Note, an NGN Temporary Global Note or an NGN Permanent Global Note.

"**Global Registered Note**" means, in relation to any Series of Registered Notes, any Global Registered Note issued or to be issued pursuant to Clause 4.2 (*Global Registered Notes*).

"**Guaranteed Notes**" means Notes issued by AstraZeneca Finance LLC, as Relevant Issuer, which are guaranteed by AstraZeneca PLC;

"**Individual Note Certificate**" means, in relation to any Series, any Individual Note Certificate representing a Noteholder's entire holding of Notes, in or substantially in the form set out in Part B of Schedule 3, in the case of Notes issued by AstraZeneca PLC and Part D of Schedule 3, in the case of Notes issued by AstraZeneca Finance LLC.

"**HKMA**" means The Hong Kong Monetary Authority.

"**ICSDs**" means Clearstream and Euroclear.

"**Issue Date**" means, in relation to any Note, the date of issue of such Note pursuant to the Dealer Agreement or any other relevant agreement between the Relevant Issuer, the Guarantor (where applicable) and the relevant Dealer(s).

"**Interest Commencement Date**" means, in relation to any interest-bearing Note, the date specified in the relevant Final Terms from which such Note bears interest or, if no such date is specified therein, the Issue Date.

"**Liabilities**" means any loss, damage, cost, charge, claim, demand, expense, judgment, action, proceeding or other liability whatsoever (including, without limitation, in respect of taxes, duties, levies, imposts and other charges) and including any value added tax or similar tax charged or chargeable in respect thereof and legal fees and expenses on a full indemnity basis.

"**NGN Permanent Global Note**" means a Permanent Global Note representing Notes for which the relevant Final Terms specify that the New Global Note form is applicable.

"**NGN Temporary Global Note**" means a Temporary Global Note representing Notes for which the relevant Final Terms specify that the New Global Note form is applicable.

"**Note Certificate**" means, in relation to any Series, any Global Registered Note or Individual Note Certificate and includes any replacement Note Certificate issued pursuant to Condition 15 (*Replacement of Notes and Coupons*);

"**Noteholder**" and (in relation to a Note) "**holder**" means, in the case of a Bearer Note, the bearer of a Note or, in the case of a Registered Note, a person in whose name a Note is registered in the Register (or in the case of joint holders, the first named thereof), save that, for so long as the Notes of any Series are represented by a Global Note or Global Registered Note, each person who has for the time being a particular principal amount of such Notes credited to his securities account in the records of Clearstream, Luxembourg or Euroclear shall be deemed to be the Noteholder in respect of the principal amount of such Notes for all purposes hereof other than for the purpose of payments in respect thereof, the right to which shall be vested, as against the Relevant Issuer, solely in the bearer, in the case of a Bearer Note, or registered holder, in the case of a Registered Note, of such Global Note or Global Registered Note, as applicable, in accordance with and subject to the terms of this Trust Deed and such Global Note or Global Registered Note.

"**Notes**" means the notes of each Series constituted in relation to or by this Trust Deed which shall, in the case of Bearer Notes, be in or substantially in the form set out in Schedule 2 and, in the case of Registered Notes, be represented by a Note Certificate in or substantially in the form set out in Schedule 4 and, for the time being outstanding or, as the case may be, a specific number thereof and includes any replacement Notes of such Series issued pursuant to Condition 15 (*Replacement of Notes and Coupons*) and (except for the purposes of Clauses 4.1 (*Global Bearer Notes*), 4.2 (*Global Registered Note*) and 4.5 (*Signature*)) each Global Note or Global Registered Note in respect of such Series for so long as it has not been exchanged in accordance with the terms thereof.

"**outstanding**" means, in relation to the Notes of any Series, all the Notes of such Series other than:

- (a) those which have been redeemed in accordance with this Trust Deed;
- (b) those in respect of which the date for redemption in accordance with the provisions of the Conditions has occurred and for which the redemption moneys (including all interest accrued thereon to the date for such redemption) have been duly paid to the Trustee, the Principal Paying Agent or the CMU Lodging and Paying Agent, as the case may be, in the manner provided for in the Agency Agreement (and, where appropriate, notice to that effect has been given to the Noteholders in accordance with Condition 19) and remain available for payment in accordance with the Conditions;
- (c) those which have been purchased and surrendered for cancellation as provided in Condition 9(j) (*Redemption and Purchase – Cancellation*) and notice of the cancellation of which has been given to the Trustee;

- (d) those which have become void under Condition 14 (*Prescription*);
- (e) in the case of Bearer Notes only:
 - (i) those mutilated or defaced Notes which have been surrendered or cancelled and in respect of which replacement Notes have been issued pursuant to Condition 15 (*Replacement of Notes and Coupons*);
 - (ii) (for the purpose only of ascertaining the aggregate nominal amount of Notes outstanding and without prejudice to the status for any other purpose of the relevant Notes) those Notes which are alleged to have been lost, stolen or destroyed and in respect of which replacements have been issued pursuant to Condition 15 (*Replacement of Notes and Coupons*);

provided that for each of the following purposes, namely:

- (i) the right to attend and vote at any meeting of the holders of Notes of any Series;
- (ii) the determination of how many and which Notes of any Series are for the time being outstanding for the purposes of Clauses 9.1 (*Legal Proceedings*) and 8.1 (*Waiver*), Conditions 12 (*Taxation*) and 16 (*Trustee and Agents*) and Schedule 4; and
- (iii) any discretion, power or authority, whether contained in this Trust Deed or provided by law, which the Trustee is required to exercise in or by reference to the interests of the holders of the Notes of any Series or any of them;

those Notes (if any) of the relevant Series which are for the time being held by any person (including but not limited to the Relevant Issuer, the Guarantor (in the case of Guaranteed Notes) or any Subsidiary of AstraZeneca PLC) for the benefit of the Relevant Issuer or the Guarantor (in the case of Guaranteed Notes) or any Subsidiary of AstraZeneca PLC) shall (unless and until ceasing to be so held) be deemed not to remain outstanding.

"Paying Agents" means, in relation to the Notes of any Series, the several institutions (including, where the context permits, the Principal Paying Agent or, as the case may be, the CMU Lodging and Paying Agent) at their respective Specified Offices appointed pursuant to the relative Agency Agreement and/or, if applicable, any additional and/or Successor paying agents in relation to such Series at their respective Specified Offices.

"Permanent Global Note" means, in relation to any Series, a Global Note to be issued pursuant to Clause 4.1 (*Global Bearer Notes*) in the form or substantially in the form set out in Part B of Schedule 2, in the case of Notes issued by AstraZeneca PLC and Part H of Schedule 2, in the case of Notes issued by AstraZeneca Finance LLC.

"**Potential Event of Default**" means an event or circumstance which could, with the giving of notice, lapse of time, the issuing of a certificate and/or fulfilment of any other requirement provided for in Condition 13 (*Event of Default*), become an Event of Default.

"**Principal Paying Agent**" means, in relation to the Notes of any Series other than CMU Notes, the institution at its Specified Office initially appointed as issuing and principal paying agent in relation to such Series pursuant to the relative Agency Agreement or, if applicable, any Successor principal paying agent in relation to such Series at its Specified Office.

"**Receiptholder**" means the holder of a Receipt.

"**Receipts**" means any bearer principal receipts appertaining to the Bearer Notes of any Series or, as the context may require, a specific number thereof and includes any replacement Receipts issued pursuant to Condition 15 (Replacement of Notes and Coupons).

"**Register**" means the register maintained by the Registrar at its Specified Office;

"**Registered Note**" means a Note issued in registered form;

"**Registrar**" means the ICSD Registrar or the CMU Registrar, as the context may require, and "**Registrars**" means both of them;

"**Relevant Date**" has the meaning ascribed to it in the Conditions.

"**Relevant Issuer**" in relation to any Tranche of Notes, means the Issuer which is, or is intended to be, the Issuer of such Notes as indicated in the applicable Final Terms;

"**repay**" includes "**redeem**" and *vice versa* and "**repaid**", "**repayable**", "**repayment**", "**redeemed**", "**redeemable**" and "**redemption**" shall be construed accordingly.

"**Restricted Subsidiary**" means any Subsidiary (whether now existing or hereafter organised or acquired) defined as a "Restricted Subsidiary" in the Conditions.

"**Series**" means a Tranche of Notes together with any further Tranche or Tranches of Notes expressed to be consolidated and form a single series with the Notes of the original Tranche and the terms of which are identical (save for the Issue Date and/or the Interest Commencement Date but including as to whether or not the Notes are listed).

"**Special Conditions**" means, in relation to any Series of Notes, any provision of the Conditions applicable thereto which does not appear in the form set out in Schedule 2 but which, by comparison with the form set out in Schedule 2, is a significant new factor capable of affecting an assessment of the rights attaching to the Notes **provided, however, that** any information which can only be determined at the time of the issue of the Notes shall not constitute a Special Condition.

"**Specified Office**" means, in relation to any Agent in respect of any Series, either the office identified with its name in the Conditions of such Series or any other office notified to any relevant parties pursuant to the Agency Agreement.

"**Subsidiary**" means a subsidiary or subsidiary undertaking of either Issuer and, in the case of Guaranteed Notes, the Guarantor, as the case may be, as defined in the Conditions.

"**Successor**" means, in relation to the Paying Agents, such other or further person as may from time to time be appointed pursuant to the Agency Agreement as a Paying Agent.

"**Talonholder**" means the holder of a Talon.

"**Talons**" means any bearer talons appertaining to the Bearer Notes of any Series or, as the context may require, a specific number thereof and includes any replacement Talons issued pursuant to Condition 15 (*Replacement of Notes and Coupons*).

"**Temporary Global Note**" means, in relation to any Series, a Global Note to be issued pursuant to Clause 4.1 (*Global Bearer Notes*) in the form or substantially in the form set out in Part A of Schedule 2, in the case of Notes issued by AstraZeneca PLC and Part G of Schedule 2, in the case of Notes issued by AstraZeneca Finance LLC.

"**this Trust Deed**" means this Trust Deed and the Schedules (as from time to time modified in accordance with the provisions contained herein) and (unless the context requires otherwise) includes any deed or other document executed in accordance with the provisions hereof (as from time to time modified as aforesaid) and expressed to be supplemental hereto.

"**Tranche**" means all Notes of the same Series with the same Issue Date and Interest Commencement Date.

"**Transfer Agents**" means, in relation to the Notes of any Series, the several institutions at their respective Specified Offices initially appointed pursuant to the relative Agency Agreement and/or, if applicable, any Successor transfer agents in relation to such Series at their respective Specified Offices;

"**Trustee Acts**" means both the Trustee Act 1925 and the Trustee Act 2000 of England and Wales.

"**Written Resolution**" means, in relation to any Series, a resolution in writing signed by or on behalf of all holders of Notes of such Series for the time being outstanding, whether contained in one document or several documents in like form, each signed by or on behalf of one or more such Noteholders.

"**Zero Coupon Note**" means a Note on which no interest is payable.

1.2 Principles of interpretation

In this Trust Deed:

- 1.2.1 **Statutory modification:** a provision of any statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment;
- 1.2.2 **Additional amounts:** principal and/or interest in respect of the Notes of any Series shall be deemed also to include references to any additional amounts, any redemption amounts and any premium which may be payable under the Conditions;
- 1.2.3 **Relevant Currency:** "relevant currency" shall be construed as a reference to the currency in which payments in respect of the Notes and/or Receipts and/or Coupons of the relevant Series are to be made as indicated in the relevant Final Terms;
- 1.2.4 **Tax:** costs, charges or expenses shall include any value added tax or similar tax charged or chargeable in respect thereof;
- 1.2.5 **Enforcement of rights:** an action, remedy or method of judicial proceedings for the enforcement of rights of creditors shall include, in respect of any jurisdiction other than England, references to such action, remedy or method of judicial proceedings for the enforcement of rights of creditors available or appropriate in such jurisdictions as shall most nearly approximate thereto;
- 1.2.6 **Clauses and Schedules:** a Schedule or a Clause, subclause, paragraph or sub-paragraph is, unless otherwise stated, to a schedule hereto or a clause, subclause, paragraph or sub-paragraph hereof respectively;
- 1.2.7 **Clearing systems:** references to Euroclear, Clearstream and/or the CMU shall, wherever the context so admits, be deemed to include references to any additional or alternative clearing system approved by the Relevant Issuer, the Guarantor (in the case of Guaranteed Notes) and the Trustee;
- 1.2.8 **Trust corporation:** a trust corporation denotes a corporation entitled by rules made under the Public Trustee Act 1906 to act as a custodian trustee or entitled pursuant to any other legislation applicable to a trustee in any jurisdiction other than England to act as trustee and carry on trust business under the laws of the country of its incorporation;
- 1.2.9 **Coupons:** in the case of any Notes which are Zero Coupon Notes or Registered Notes, references to Coupons and Couponholders in this Trust Deed are not applicable to such Notes;
- 1.2.10 **Interpretation:** words denoting the masculine gender shall include the feminine gender also, words denoting individuals shall include companies, corporations

and partnerships, words importing the singular number shall include the plural and, in each case, *vice versa*;

1.2.11 **Records:** any reference to the records of an ICSD or, as the case may be, the CMU, shall be to the records that each of the ICSDs or, as the case may be, the CMU, holds for its customers which reflect the amount of such customers' interests in the Notes (but excluding any interest in any Notes of one such clearing system shown in the records of another such clearing system); and

1.2.12 **Drawdown Prospectus:** each reference to Final Terms shall, in the case of a series of Notes which is the subject of a Drawdown Prospectus be read and construed as a reference to the final terms of the Notes set out in such Drawdown Prospectus.

1.3 **The Conditions**

In this Trust Deed, unless the context requires or the same are otherwise defined, words and expressions defined in the Conditions and not otherwise defined herein shall have the same meaning in this Trust Deed.

1.4 **Headings**

The headings and sub-headings are for ease of reference only and shall not affect the construction of this Trust Deed.

1.5 **The Schedules**

The schedules are part of this Trust Deed and shall have effect accordingly.

2. **AMOUNT AND ISSUE OF THE NOTES**

2.1 **Amount of the Notes**

The Notes will be issued in Series in an aggregate nominal amount from time to time outstanding not exceeding the Authorised Amount and, for the purpose of determining such aggregate nominal amount, clause 14 of the Dealer Agreement shall apply.

2.2 **Prior to each Issue Date**

By not later than 3.00 p.m. (London time) on the second business day in London (which for this purpose shall be a day on which commercial banks are open for business in London) preceding each proposed Issue Date, the Relevant Issuer shall:

2.2.1 deliver or cause to be delivered to the Trustee a draft of the relevant Final Terms and, if applicable, notify the Trustee of any proposed changes to the draft Final Terms delivered to the Trustee; and

2.2.2 notify the Trustee in writing without delay of the Issue Date and the nominal amount of the Notes of the relevant Tranche.

If no Special Conditions apply to the relevant Tranche or, as the case may be, the relevant Series of Notes, the Trustee shall not be required in any case to approve such Final Terms. In any other case the Trustee shall be deemed to have approved the relevant Final Terms or any proposed changes notified to the Trustee in accordance with subclause 2.2.1 above if it has not objected in writing to all or any of the terms thereof within one business day of the Trustee receiving them **provided, however, that** if the Trustee indicates as soon as practicable after receipt of any draft Final Terms or any proposed changes to any draft Final Terms within such period that it does not approve of the provisions of the relevant Final Terms or the relevant changes then the Tranche or, as the case may be, the Series of Notes relating to such Final Terms shall not be issued until such time as the Trustee shall approve the relevant Final Terms.

2.3 **Constitution of Notes**

Upon the issue of the Temporary Global Note, in the case of Bearer Notes, or the Note Certificate, in the case of Registered Notes, initially representing the Notes of any Tranche, such Notes shall become constituted by this Trust Deed without further formality.

2.4 **Further legal opinions**

Before the first issue of Notes occurring after each anniversary of this Trust Deed, on each occasion when a legal opinion is delivered to a Dealer(s) pursuant to clause 5.11 (*Legal opinions*) of the Dealer Agreement and on such other occasions as the Trustee so requests, the Issuers and the Guarantor, where applicable, will procure, at no cost to the Trustee, that further legal opinions in such form and with such content as the Trustee may require from the legal advisers specified in the Dealer Agreement or in the relevant jurisdiction approved by the Trustee are delivered to the Trustee **provided that** the Trustee shall not be required to approve the applicable legal opinions if there are no Special Conditions opined upon therein. In each such case, receipt by the Trustee of the relevant opinion shall be a condition precedent to the issue of Notes pursuant to this Trust Deed.

3. **COVENANT TO REPAY**

3.1 **Covenant to repay**

The Relevant Issuer covenants with the Trustee that it shall, as and when the Notes of any Series or any of them become due to be redeemed or any principal on the Notes of any Series or any of them becomes due to be repaid in accordance with the Conditions, unconditionally pay or procure to be paid to or to the order of the Trustee in immediately available freely transferable funds in the relevant currency the principal amount of the Notes of such Series or any of them becoming due for payment on that date and shall (subject to the provisions of the Conditions and except in the case of Zero Coupon Notes), until all such payments (both before and after judgment or other order) are duly made, unconditionally pay or procure to be paid to or to the order of the Trustee as aforesaid on the dates provided for in the Conditions interest on the principal amount (or such other amount as may be specified in the Final Terms) of the Notes or any of them of such Series outstanding from time to time as set out in the Conditions (subject

to Clause 3.3 (*Interest on Floating Rate Notes following Event of Default*)) **provided that:**

- 3.1.1 every payment of principal or interest in respect of such Notes or any of them made to the Principal Paying Agent, the Registrar, or the CMU Lodging and Paying Agent, as the case may be in the manner provided in the Agency Agreement shall satisfy, to the extent of such payment, the relevant covenant by the Relevant Issuer contained in this Clause except to the extent that there is default in the subsequent payment thereof to the relevant Noteholders, Receiptholders or Couponholders (as the case may be) in accordance with the Conditions;
- 3.1.2 if any payment of principal or interest in respect of such Notes or any of them is made after the due date, payment shall be deemed not to have been made until either the full amount is paid to the relevant Noteholders, Receiptholders or Couponholders (as the case may be) or, if earlier, the seventh day after notice has been given to the relevant Noteholders in accordance with the Conditions that the full amount has been received by the Principal Paying Agent, the Registrar, the CMU Lodging and Paying Agent, as the case may be, or the Trustee except, in the case of payment to the Principal Paying Agent, the Registrar or the CMU Lodging and Paying Agent, as the case may be, to the extent that there is failure in the subsequent payment to the Noteholders, Receiptholders, or Couponholders (as the case may be) under the Conditions; and
- 3.1.3 in any case where payment of the whole or any part of the principal amount due in respect of any Note is improperly withheld or refused upon due presentation of the relevant Note or Receipt or (if so provided for in the Conditions) the relevant Note Certificate (as the case may be) interest shall accrue on the whole or such part of such principal amount (except in the case of Zero Coupon Notes, to which the provision of Condition 8 (*Zero Coupon Note Provisions*) shall apply) from the date of such withholding or refusal until the date either on which such principal amount due is paid to the relevant Noteholders or Receiptholders (as the case may be) or, if earlier, the seventh day after which notice is given to the relevant Noteholders in accordance with the Conditions that the full amount payable in respect of the said principal amount is available for collection by the relevant Noteholders or Receiptholders (as the case may be) **provided that** on further due presentation of the relevant Note or Receipt or (if so provided for in the Conditions) the relevant Note Certificate (as the case may be) such payment is in fact made.

The Trustee will hold the benefit of this covenant and the covenant in Clause 6 (*Covenant to comply with the Trust Deed*) on trust for the Noteholders in accordance with their respective interests.

3.2 Following an Event of Default

At any time after any Event of Default or Potential Event of Default shall have occurred, the Trustee may:

- 3.2.1 by notice in writing to the Relevant Issuer, the Guarantor (in the case of Guaranteed Notes), the Principal Paying Agent, the CMU Lodging and Paying Agent (as the case may be) and the other Agents require the Principal Paying Agent, the CMU Lodging and Paying Agent and the other Agents or any of them:
- (a) to act thereafter, until otherwise instructed by the Trustee, as Agents of the Trustee under the provisions of this Trust Deed on the terms provided in the Agency Agreement (with consequential amendments as necessary and save that the Trustee's liability under any provisions thereof for the indemnification, remuneration and payment of out-of-pocket expenses of the Agents shall be limited to amounts for the time being held by the Trustee on the trusts of this Trust Deed in relation to the Notes on the terms of this Trust Deed and available to the Trustee for such purpose) and thereafter to hold all Notes, Receipts, Coupons and Note Certificates and all sums, documents and records held by them in respect of Notes, Receipts, Coupons and Note Certificates on behalf of the Trustee; and/or
 - (b) to deliver up all Notes, Receipts, Coupons and Note Certificates and all sums, documents and records held by them in respect of Notes, Receipts, Coupons and Note Certificates to the Trustee or as the Trustee shall direct in such notice **provided that** such notice shall be deemed not to apply to any document or record which the relevant Agent is obliged not to release by any law or regulation; and
- 3.2.2 by notice in writing to the Relevant Issuer and the Guarantor (in the case of Guaranteed Notes) require the Relevant Issuer and the Guarantor (in the case of Guaranteed Notes) to make all subsequent payments in respect of Notes, Receipts, Coupons and Note Certificates to or to the order of the Trustee and, with effect from the issue of any such notice until such notice is withdrawn, subclause 3.1.1 to Clause 3.1 (*Covenant to repay*) and (so far as it concerns payments such Issuer or the Guarantor (as the case may be)) Clause 10.4 (*Payments to Noteholders, Receiptholders and Couponholders*) shall cease to have effect.

3.3 Interest on Floating Rate Notes following Event of Default

If Floating Rate Notes become immediately due and repayable under Condition 13 (*Events of Default*) the rate and/or amount of interest payable in respect of them will be calculated at the same intervals as if such Notes had not become due and repayable, the first of which will commence on the expiry of the Interest Period (as defined in the Conditions) during which the Notes become so due and repayable in accordance with Condition 13 (with consequential amendments as necessary) except that the rates of interest need not be published.

3.4 **Currency of payments**

All payments in respect of, under and in connection with this Trust Deed and the Notes to the relevant Noteholders, Receiptholders and Couponholders shall be made in the relevant currency as required by the Conditions.

3.5 **Separate Series**

The Notes of each Series shall form a separate Series of Notes and accordingly, unless for any purpose the Trustee in its absolute discretion shall otherwise determine, all the provisions of this Trust Deed shall apply *mutatis mutandis* separately and independently to the Notes of each Series and in such Clauses and Schedule the expressions "Notes", "Noteholders", "Receipts", "Receiptholders", "Coupons", "Couponholders", "Talons" and "Talonholders" shall be construed accordingly.

4. **THE NOTES**

4.1 **Global Bearer Notes**

4.1.1 The Bearer Notes of each Tranche will initially be together represented by a Temporary Global Note. Each Temporary Global Note shall (save as may be specified in the relevant Final Terms) be exchangeable, in accordance with its terms, for interests in a Permanent Global Note or Definitive Notes.

4.1.2 Each Permanent Global Note shall be exchangeable, in accordance with its terms, for Definitive Notes.

4.2 **Global Registered Notes**

4.2.1 The Registered Notes of each Tranche will initially be evidenced by a Global Registered Note.

4.2.2 Interests in the Global Registered Note shall be exchangeable, in accordance with their terms, for Individual Note Certificates.

4.3 **Definitive Notes**

Definitive Notes will be security printed in accordance with applicable legal and stock exchange requirements substantially in the form set out in Part C of Schedule 2, in the case of Notes issued by AstraZeneca PLC and Part I of Schedule 2, in the case of Notes issued by AstraZeneca Finance LLC Any Coupons, Receipts and Talons will also be security printed in accordance with the same requirements and will be attached to the Definitive Notes at the time of issue. Definitive Notes will be endorsed with the Conditions.

4.4 **Individual Note Certificates**

Individual Note Certificates will be security printed in accordance with applicable legal and stock exchange requirements substantially in the form set out in Part B of Schedule 3, in the case of Notes issued by AstraZeneca PLC and Part D of Schedule 3, in the case

of Notes issued by AstraZeneca Finance LLC. Individual Note Certificates will be endorsed with the Conditions.

4.5 **Signature**

The Global Notes, the Definitive Notes and the Note Certificates will be signed manually by a duly authorised person designated by the Relevant Issuer and will be authenticated by or on behalf of the Principal Paying Agent or, as the case may be, the CMU Lodging and Paying Agent, (in the case of Global Notes and Definitive Notes) or the Registrar (in the case of Note Certificates) and if applicable, will be effectuated by or on behalf of the Common Safekeeper. Global Notes, the Definitive Notes and the Note Certificates so executed, duly authenticated and, if applicable, duly effectuated will be binding and valid obligations of the Relevant Issuer.

4.6 **Entitlement to treat holder as owner**

The Relevant Issuer, the Guarantor (in case of Guaranteed Notes), the Trustee and any Agent may deem and treat the holder of any Note as the absolute owner of such Note, free of any equity, set-off or counterclaim on the part of the Relevant Issuer (and the Guarantor in the case of Guaranteed Notes) against the original or any intermediate holder of such Note (whether or not such Note shall be overdue and notwithstanding any notation of ownership or other writing thereon or any notice of previous loss or theft of such Global Note or Global Registered Note) for all purposes and, except as ordered by a court of competent jurisdiction or as required by applicable law, the Relevant Issuer, the Guarantor (in case of Guaranteed Notes), the Trustee and the Paying Agent shall not be affected by any notice to the contrary. All payments made to any such holder shall be valid and, to the extent of the sums so paid, effective to satisfy and discharge the liability for the moneys payable upon the Notes.

5. **GUARANTEE AND INDEMNITY**

In respect of Guaranteed Notes:

5.1 **Guarantee**

The Guarantor hereby unconditionally and irrevocably guarantees to the Trustee the due and punctual payment of all sums expressed to be payable by AstraZeneca Finance LLC under this Trust Deed or in respect of the Guaranteed Notes or related Coupons, as and when the same becomes due and payable, whether at maturity, upon early redemption, upon acceleration or otherwise, according to the terms of this Trust Deed and the Guaranteed Notes and Coupons. In case of the failure of AstraZeneca Finance LLC to pay any such sum as and when the same shall become due and payable, the Guarantor hereby agrees to cause such payment to be made as and when the same becomes due and payable, whether at maturity, upon early redemption, upon acceleration or otherwise, as if such payment were made by AstraZeneca Finance LLC. This guarantee referred to in this Clause 5.1 constitutes direct, general and unconditional obligations of the Guarantor which will at all times rank at least *pari passu* with all other present and future unsecured obligations of the Guarantor, save for

such obligations as may be preferred by provisions of law that are both mandatory and of general application.

5.2 Indemnity

The Guarantor agrees, as an independent primary obligation, that it shall pay to the Trustee on demand sums sufficient to indemnify the Trustee and each Holder of Guaranteed Notes and Couponholder against any Liability sustained by the Trustee or such Holder of Guaranteed Notes or Couponholder by reason of the non-payment as and when the same shall become due and payable of any sum expressed to be payable by AstraZeneca Finance LLC under this Trust Deed or in respect of the Guaranteed Notes, whether by reason of any of the obligations expressed to be assumed by AstraZeneca Finance LLC in this Trust Deed or the Guaranteed Notes being or becoming void, voidable or unenforceable for any reason, whether or not known to the Trustee or such Holder of Guaranteed Notes or Couponholder or for any other reason whatsoever.

5.3 Unconditional payment

If AstraZeneca Finance LLC defaults in the payment of any sum expressed to be payable by AstraZeneca Finance LLC under this Trust Deed or in respect of the Guaranteed Notes or related Coupons as and when the same shall become due and payable, the Guarantor shall forthwith unconditionally pay or procure to be paid to or to the order of the Trustee in the relevant currency owed in same day, freely transferable funds the amount in respect of which such default has been made; provided that every payment of such amount made by the Guarantor to the Principal Paying Agent in the manner provided in the Agency Agreement shall be deemed to cure pro tanto such default by AstraZeneca Finance LLC and shall be deemed for the purposes of this Clause 5.3 to have been paid to or for the account of the Trustee except to the extent that there is failure in the subsequent payment of such amount to the Holder of Guaranteed Notes and Couponholders in accordance with the Conditions, and everything so paid by the Guarantor in accordance with the Agency Agreement shall have the same effect as if it had been paid thereunder by AstraZeneca Finance LLC, as applicable.

5.4 Unconditional obligation

The Guarantor agrees that its obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of this Trust Deed or any Guaranteed Note or related Coupon and shall not be affected by:

- 5.4.1 any change in or amendment to this Trust Deed or any Guaranteed Note or related Coupon, including any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and of whatsoever nature) or replacement, waiver or release of, any obligation of AstraZeneca Finance LLC under or in respect of this Trust Deed or any Guaranteed Note or related Coupon or any security or other Guarantee or indemnity in respect thereof including without limitation any change in the purposes for which the proceeds of the issue of any Guaranteed

Note are to be applied and any extension of or any increase of the obligations of AstraZeneca Finance LLC in respect of any Guaranteed Note or related Coupon or the addition of any new obligations for AstraZeneca Finance LLC under this Trust Deed;

- 5.4.2 the absence of any action to enforce the same;
- 5.4.3 any waiver or consent by any Holder of Guaranteed Notes or Couponholder or by the Trustee with respect to any provision of this Trust Deed or the Guaranteed Notes;
- 5.4.4 any judgment obtained against AstraZeneca Finance LLC or any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defence of a guarantor.

5.5 Guarantor's obligations continuing

The Guarantor waives diligence, presentment, demand of payment, filing of claims with a court in the event of merger or bankruptcy of AstraZeneca Finance LLC, any right to require a proceeding first against AstraZeneca Finance LLC, protest or notice with respect to any Guaranteed Note or the indebtedness evidenced thereby and all demands whatsoever. The Guarantor agrees that the guarantee and indemnity contained in this Clause 5.5 is a continuing guarantee and indemnity and shall remain in full force and effect until all amounts due as principal, interest or otherwise in respect of the Guaranteed Notes or Coupons or under this Trust Deed shall have been paid in full and that the Guarantor shall not be discharged by anything other than a complete performance of the obligations contained in this Trust Deed and the Guaranteed Notes and Coupons.

5.6 Subrogation of Guarantor's rights

The Guarantor shall be subrogated to all rights of the Holder of Guaranteed Notes against AstraZeneca Finance LLC in respect of any amounts paid by such Guarantor pursuant hereto; *provided that* the Guarantor shall not without the consent of the Trustee be entitled to enforce, or to receive any payments arising out of or based upon or prove in any insolvency or winding up of AstraZeneca Finance LLC in respect of, such right of subrogation until such time as the principal of and interest on all outstanding Guaranteed Notes and Coupons and all other amounts due under this Trust Deed and the Guaranteed Notes and Coupons have been paid in full. Furthermore, until such time as aforesaid the Guarantor shall not take any security or counter-indemnity from AstraZeneca Finance LLC in respect of the Guarantor's obligations under this Clause 5.6.

5.7 No implied waivers

If any payment received by the Trustee or the Principal Paying Agent pursuant to the provisions of this Trust Deed or the Conditions shall, on the subsequent bankruptcy, insolvency, corporate reorganisation or other similar event affecting AstraZeneca Finance LLC, be avoided, reduced, invalidated or set aside under any laws relating to

bankruptcy, insolvency, corporate reorganisation or other similar events, such payment shall not be considered as discharging or diminishing the liability of the Guarantor whether as guarantor, principal debtor or indemnifier and the guarantee and indemnity contained in this Clause 5.7 shall continue to apply as if such payment had at all times remained owing by AstraZeneca Finance LLC and the Guarantor shall indemnify and keep indemnified the Trustee and the Holders of Guaranteed Notes on the terms of the guarantee and indemnity contained in this Clause.

5.8 Suspense account

Any amount received or recovered by the Trustee from the Guarantor in respect of any sum payable by AstraZeneca Finance LLC under this Trust Deed or the Guaranteed Notes or Coupons may be placed in a suspense account and kept there for so long as the Trustee thinks fit.

6. COVENANT TO COMPLY WITH THE TRUST DEED

6.1 Covenant to comply with the Trust Deed

The Issuers and the Guarantor covenant with the Trustee to comply with those provisions of this Trust Deed and the Conditions which are expressed to be binding on it and to perform and observe the same. The Notes, the Receipts and the Coupons are subject to the provisions contained in this Trust Deed, all of which shall be binding upon the Issuers, the Guarantor, the Noteholders, the Receiptholders, the Couponholders and all persons claiming through or under them respectively.

6.2 Trustee may enforce Conditions

The Trustee shall itself be entitled to enforce the obligations of the Relevant Issuer and the Guarantor, in the case of any Guaranteed Notes, under the Notes and the Conditions as if the same were set out and contained in this Trust Deed which shall be read and construed as one document with the Notes.

7. COVENANTS BY THE ISSUERS AND THE GUARANTOR

Each of the Issuers and the Guarantor (for so long as the Guaranteed Notes remain outstanding) covenants with the Trustee that, so long as any of the Notes remain outstanding, it will:

7.1.1 **Books of account:** at all times keep and (in the case of AstraZeneca PLC only) procure that all its Subsidiaries keep such books of account as may be necessary to comply with all applicable laws and so as to enable the financial statements of AstraZeneca PLC to be prepared and, if the Trustee, in its sole opinion, determines that it is necessary to request access to such books of account, allow the Trustee and any person appointed by it free access to the same at all reasonable times and to discuss the same with responsible officers of AstraZeneca PLC;

- 7.1.2 ***Event of Default:*** give notice in writing to the Trustee forthwith upon becoming aware of any Event of Default or Potential Event of Default and without waiting for the Trustee to take any further action;
- 7.1.3 ***Certificate of Compliance:*** provide to the Trustee within 10 days of any request by the Trustee and at the time of the despatch to the Trustee of AstraZeneca PLC's annual balance sheet and profit and loss account, and in any event not later than 180 days after the end of its financial year, a certificate, signed by one Authorised Signatory of the relevant Issuer or the Guarantor, as the case may be, certifying that up to a specified date not earlier than seven days prior to the date of such certificate (the "**Certified Date**") the relevant Issuer or the Guarantor, as the case may be, has complied with its obligations under this Trust Deed (or, if such is not the case, giving details of the circumstances of such non-compliance) and that as at such date there did not exist nor had there existed at any time prior thereto since the Certified Date in respect of the previous such certificate (or, in the case of the first such certificate, since the date of this Trust Deed) any Event of Default or Potential Event of Default or other matter which could affect the Issuer's ability to perform its obligations under this Trust Deed or (if such is not the case) specifying the same;
- 7.1.4 ***Accounts in relation to Restricted Subsidiaries:*** in the case of AstraZeneca PLC only, ensure that such accounts are prepared as may be necessary to determine which subsidiaries are Restricted Subsidiaries and, in respect only of Notes issued after the date hereof, prepare and deliver to the Trustee at the time of issue of every audited consolidated balance sheet of AstraZeneca PLC, and in any event not later than 180 days after the end of AstraZeneca PLC's financial year, and at any other time within 10 days of any request by the Trustee, a certificate signed by one Authorised Signatory of AstraZeneca PLC specifying the Restricted Subsidiaries at the date of such balance sheet or request;
- 7.1.5 ***Certificate relating to Restricted Subsidiaries:*** in the case of AstraZeneca PLC only, provide to the Trustee, as soon as reasonably practicable after the acquisition or disposal of any company which thereby becomes or ceases to be a Restricted Subsidiary or after any transfer is made to any Subsidiary which thereby becomes a Restricted Subsidiary, a certificate to such effect signed by one Authorised Signatory of AstraZeneca PLC;
- 7.1.6 ***Financial statements:*** in the case of AstraZeneca PLC only, send to the Trustee, to the Principal Paying Agent and the CMU Lodging and Paying Agent (if the same are produced) as soon as practicable after their date of publication and in the case of annual financial statements in any event not more than 180 days after the end of each financial year, one copy of AstraZeneca PLC's consolidated annual balance sheet and profit and loss account and of every balance sheet, profit and loss account, report or other notice, statement or circular issued (or which under any legal or contractual obligation should be issued) to AstraZeneca PLC's members or holders of debentures or its creditors (or any class of them) in their capacity as such at the time of the actual (or legally or contractually required) issue or publication thereof and procure that the same

are made available for inspection by Noteholders, Receiptholders and Couponholders at the Specified Offices of the Paying Agents as soon as practicable thereafter;

- 7.1.7 **Information:** so far as permitted by applicable law, at all times give to the Trustee such information, opinions, certificates and other evidence as it shall reasonably require in accordance with its fiduciary duties and obligations to the Noteholders and in such form as it shall require (including, without limitation, the certificates called for by the Trustee pursuant to subclause 7.1.3 (*Certificate of Compliance*) above for the performance of its functions;
- 7.1.8 **Notes held by the Relevant Issuer or, in respect of Guaranteed Notes, the Guarantor:** send to the Trustee forthwith upon being so requested in writing by the Trustee a certificate of the Relevant Issuer or (if applicable) the Guarantor (signed in each case on its behalf by one Authorised Signatory) setting out the total number of Notes of each Series which at the date of such certificate are held by or for the benefit of the Relevant Issuer, the Guarantor or any of their respective Subsidiaries;
- 7.1.9 **Execution of further Documents:** so far as permitted by applicable law, at all times execute all such further documents and do all such further acts and things as may be necessary at any time or times in the opinion of the Trustee to give effect to the provisions of this Trust Deed;
- 7.1.10 **Notices to Noteholders:** send or procure to be sent to the Trustee not less than three days prior to the date of publication, for the Trustee's approval, one copy of each notice to be given to the Noteholders in accordance with the Conditions and not publish such notice without such approval and, upon publication, send to the Trustee two copies of such notice (such approval, unless so expressed, not to constitute approval of such notice for the purpose of Section 21 of the Financial Services and Markets Act 2000);
- 7.1.11 **Notification of non-payment:** use its best endeavours to procure that the Principal Paying Agent or, as the case may be, the CMU Lodging and Paying Agent, notifies the Trustee forthwith in the event that it does not, on or before the due date for payment in respect of the Notes, Receipts or Coupons of any Series or any of them receive unconditionally the full amount in the relevant currency of the moneys payable on such due date on all such Notes, Receipts or Coupons;
- 7.1.12 **Notification of late payment:** in the event of the unconditional payment to the Principal Paying Agent or the CMU Lodging and Paying Agent, as the case may be, or the Trustee of any sum due in respect of any of the Notes, the Receipts or the Coupons or any of them being made after the due date for payment thereof, forthwith give notice to the Noteholders that such payment has been made;
- 7.1.13 **Notification of redemption or payment:** not less than the number of days specified in the relevant Condition prior to the redemption or payment date in respect of any Note, Receipt or Coupon give to the Trustee notice in writing of

the amount of such redemption or payment pursuant to the Conditions and duly proceed to redeem or pay such Notes, Receipts or Coupons accordingly;

- 7.1.14 ***Tax or optional redemption:*** if the Relevant Issuer gives notice to the Trustee that it intends to redeem the Notes pursuant to Conditions 9(b), 9(c) or 9(e) the Relevant Issuer shall, prior to giving such notice to the Noteholders, provide such information to the Trustee as the Trustee requires in order to satisfy itself of the matters referred to in such Condition;
- 7.1.15 ***Obligations of Agents:*** observe and comply with its obligations and use all reasonable endeavours to procure that the Agents observe and comply with all their obligations under the Agency Agreement and procure that the Registrar maintains the Register and notify the Trustee immediately it becomes aware of any material breach or failure by an Agent in relation to the Notes, Receipts or Coupons;
- 7.1.16 ***Change of taxing jurisdiction:*** if before the Relevant Date for any Note, Receipt or Coupon the Relevant Issuer or the Guarantor (if applicable) shall become subject generally to the taxing jurisdiction of any territory or any political sub-division thereof or any authority therein or thereof having power to tax other than or in addition to the Relevant Jurisdiction(s), immediately upon becoming aware thereof notify the Trustee of such event and (unless the Trustee otherwise agrees) enter forthwith into a trust deed supplemental hereto, giving to the Trustee an undertaking or covenant in form and manner satisfactory to the Trustee in terms corresponding to the terms of Condition 12 (*Taxation*) with the substitution of (or, as the case may be, the addition to) the references therein to the Relevant Jurisdiction with references to that other or additional territory to whose taxing jurisdiction, or that of a political subdivision thereof or an authority therein or thereof, the Relevant Issuer or the Guarantor (if applicable) shall have become subject as aforesaid, such trust deed also to modify Condition 12 so that such Condition shall make reference to that other or additional territory;
- 7.1.17 ***Listing:*** at all times use reasonable endeavours to maintain the admission to listing, trading and/or quotation of the Notes of each Series by the relevant competent authority, stock exchange and/or quotation system on which they are admitted to listing, trading and/or quotation on issue as indicated in the relevant Final Terms or, if it is unable to do so having used all reasonable endeavours or if the maintenance of such admission to listing, trading and/or quotation is certified by one Authorised Signatory of the Relevant Issuer to be unduly burdensome or impractical, use reasonable endeavours to obtain and maintain admission to listing, trading and/or quotation of the Notes on such other competent authority, stock exchange and/or quotation system as the Relevant Issuer and the Guarantor (in the case of Guaranteed Notes) may (with the approval of the Trustee) decide and give notice of the identity of such other competent authority, stock exchange or quotation system to the Noteholders;

- 7.1.18 **Authorised Signatories:** upon the execution hereof and thereafter forthwith upon any change of the same, deliver to the Trustee (with a copy to the Principal Paying Agent and the CMU Lodging and Paying Agent) a list of its Authorised Signatories, together with certified specimen signatures of the same;
- 7.1.19 **Payments:** pay moneys payable by it to the Trustee hereunder without set-off, counterclaim, deduction or withholding, unless otherwise compelled by law and in the event of any deduction or withholding compelled by law pay such additional amount as will result in the payment to the Trustee of the amount which would otherwise have been payable by it to the Trustee hereunder;
- 7.1.20 **Notification of amendment to Dealer Agreement:** notify the Trustee of any amendment to the Dealer Agreement; and
- 7.1.21 **Benchmark Amendments:** no later than notifying the Trustee, pursuant to Condition 7(i)(vii) (*Benchmark Discontinuation*) of the Conditions, the Relevant Issuer shall deliver to the Trustee a certificate (on which the Trustee shall be entitled to rely on without further enquiry or liability) signed by one Authorised Signatory of the Relevant Issuer certifying that each change which the Relevant Issuer requires the Trustee to make pursuant to Condition 7(i)(v) (*Benchmark Discontinuation*) of the Conditions is a Benchmark Amendment (as defined in the Conditions) and that the effect of the drafting of such change is solely to implement a Benchmark Amendment (as defined in the Conditions).

8. AMENDMENTS AND SUBSTITUTION

8.1 Waiver

The Trustee may, without any consent or sanction of the Noteholders, Receiptholders or Couponholders and without prejudice to its rights in respect of any subsequent breach, condition, event or act, from time to time and at any time, but only if and in so far as in its opinion the interests of the Noteholders shall not be materially prejudiced thereby, authorise or waive, on such terms and conditions (if any) as shall seem expedient to it, any breach or proposed breach of any of the covenants or provisions contained in this Trust Deed or the Notes, Receipts or Coupons or determine that any Event of Default or Potential Event of Default shall not be treated as such for the purposes of this Trust Deed; any such authorisation, waiver or determination shall be binding on the Noteholders, the Receiptholders and the Couponholders and, if, but only if, the Trustee shall so require, the Relevant Issuer shall cause such authorisation, waiver or determination to be notified to the Noteholders as soon as practicable thereafter in accordance with the Conditions; **provided that** the Trustee shall not exercise any powers conferred upon it by this Clause in contravention of any express direction by an Extraordinary Resolution or of a request in writing made by the holders of not less than 25 per cent. in aggregate principal amount of the Notes then outstanding (but so that no such direction or request shall affect any authorisation, waiver or determination previously given or made) or so as to authorise or waive any such breach or proposed breach relating to any of the matters the subject of the Reserved Matters as specified and defined in Schedule 4.

8.2 **Modifications**

The Trustee may from time to time and at any time without any consent or sanction of the Noteholders, Receipholders or Couponholders concur with the Relevant Issuer in making (a) any modification to this Trust Deed, the Notes or the Conditions (other than in respect of Reserved Matters as specified and defined in Schedule 4 or any provision of this Trust Deed referred to in that specification) which in the opinion of the Trustee it may be proper to make provided the Trustee is of the opinion that such modification will not be materially prejudicial to the interests of the Noteholders or (b) any modification to this Trust Deed, the Conditions or the Notes if in the opinion of the Trustee such modification is of a formal, minor or technical nature or made to correct a manifest error. Any such modification shall be binding on the Noteholders, the Receipholders and the Couponholders and, unless the Trustee otherwise agrees, the Relevant Issuer shall cause such modification to be notified to the Noteholders as soon as practicable thereafter in accordance with the Conditions.

In addition, the Trustee shall agree to vary or amend the Conditions, this Deed and/or the Agency Agreement to give effect to certain amendments without the requirement for the consent or approval of Noteholders of the relevant Notes of Coupons on the basis set out in Condition 7(i)(v)(*Benchmark Discontinuation*) provided however it shall not be obliged to concur with the Relevant Issuer in respect of any Benchmark Amendments (as defined in the Conditions) which, in its reasonable opinion, would have the effect of (i) exposing it to any liabilities against which it has not been indemnified and/or prefunded and/or secured to its satisfaction or (ii) imposing more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions in this Trust Deed, the Conditions and/or the Agency Agreement. For the avoidance of doubt, none of the Trustee, the Paying Agents or the Calculation Agent will be responsible for determining whether or not a Benchmark Event has occurred.

8.3 **Substitution**

8.3.1 **Procedure:** The Trustee may, without the consent of the Noteholders, the Receipholders or the Couponholders, agree to the substitution, in place of the Relevant Issuer (or of any previous substitute under this Clause) of any of the Guarantor or a subsidiary of the Guarantor (hereinafter called the "**Substituted Obligor**") as the principal debtor under this Trust Deed in relation to the Notes, Receipts, and Coupons of any Series if:

- (a) a trust deed is executed or some other written form of undertaking is given by the Substituted Obligor to the Trustee, in form and manner satisfactory to the Trustee, agreeing to be bound by the terms of this Trust Deed, the Notes, the Receipts and the Coupons with any consequential amendments which the Trustee may deem appropriate as fully as if the Substituted Obligor had been named in this Trust Deed and on the Notes, the Receipts and the Coupons as the principal debtor in place of the Relevant Issuer (or of any previous substitute under this Clause);

- (b) the Relevant Issuer, the Guarantor and the Substituted Obligor execute such other deeds, documents and instruments (if any) as the Trustee may require in order that the substitution is fully effective and (unless the Substituted Obligor is the Guarantor) the Guarantee contained in Clause 5 (*Guarantee and Indemnity*) is fully effective in relation to the obligations of the Substituted Obligor and comply with such other requirements as the Trustee may direct in the interests of the Noteholders, the Receiptholders and the Couponholders;
- (c) unless the Substituted Obligor is the Guarantor, an unconditional and irrevocable guarantee in form and substance satisfactory to the Trustee shall have been given by the Relevant Issuer of the obligations of the Substituted Obligor under this Trust Deed and the Notes;
- (d) the Trustee is satisfied that (i) the Substituted Obligor has obtained all governmental and regulatory approvals and consents necessary for its assumption of liability as principal debtor in respect of the Notes, the Receipts and the Coupons in place of the Relevant Issuer (or such previous substitute as aforesaid), (ii) the Guarantor has obtained all governmental and regulatory approvals and consents necessary for the Guarantee to be fully effective described in subclause (b) above and (iii) such approvals and consents are at the time of substitution in full force and effect;
- (e) (without prejudice to the generality of the preceding subclauses of this subclause 8.3.1) where the Substituted Obligor is incorporated, domiciled or resident in or is otherwise subject generally to the taxing jurisdiction of any territory or any political sub-division thereof or any authority of or in such territory having power to tax (the "**Substituted Territory**") other than or in addition to the territory, the taxing jurisdiction of which (or to any such authority of or in which) the Relevant Issuer is subject generally (the "**Issuer's Territory**"), the Substituted Obligor will (unless the Trustee otherwise agrees) give to the Trustee an undertaking in form and manner satisfactory to the Trustee in terms corresponding to the terms of Condition 12 (*Taxation*) with the substitution for the reference in that Condition to the Issuer's Territory of references to the Substituted Territory and in such event the Trust Deed and Notes, Receipts and Coupons will be interpreted accordingly;
- (f) without prejudice to the rights of reliance of the Trustee under subclause 8.3.4 (*Directors' certification*) below the Trustee is satisfied that the said substitution is not materially prejudicial to the interests of the Noteholders;
- (g) Moody's Investors Service Limited and S&P Global Ratings UK Limited have confirmed in writing to the Trustee that the substitution of the Substituted Obligor will not result in (i) in respect of any Series of

Notes which is not specifically rated by any rating agency, a downgrading of the then current credit rating of any rating agency applicable to the class of debt represented by the Notes or (ii) in respect of any Series of Notes which is specifically rated by any rating agency, a downgrading of the then current credit rating applicable to such Series of Notes by such rating agency;

- 8.3.2 ***Change of law:*** In connection with any proposed substitution of the Relevant Issuer or any previous substitute, the Trustee may, in its absolute discretion and without the consent of the Noteholders or the Couponholders agree to a change of the law from time to time governing the Notes and the Coupons and this Trust Deed **provided that** such change of law, in the opinion of the Trustee, would not be materially prejudicial to the interests of the Noteholders;
- 8.3.3 ***Extra duties:*** The Trustee shall be entitled to refuse to approve any Substituted Obligor if, pursuant to the law of the country of incorporation of the Substituted Obligor, the assumption by the Substituted Obligor of its obligations hereunder imposes responsibilities on the Trustee over and above those which have been assumed under this Trust Deed;
- 8.3.4 ***Directors' certification:*** If any two directors of the Substituted Obligor certify that immediately prior to the assumption of its obligations as Substituted Obligor under this Trust Deed the Substituted Obligor is solvent after taking account of all prospective and contingent liabilities resulting from its becoming the Substituted Obligor, the Trustee need not have regard to the financial condition, profits or prospects of the Substituted Obligor or compare the same with those of the Relevant Issuer or the Guarantor (in the case of Guaranteed Notes) (or of any previous substitute under this Clause);
- 8.3.5 ***Interests of Noteholders:*** In connection with any proposed substitution, the Trustee shall not have regard to, or be in any way liable for, the consequences of such substitution for individual Noteholders or the Couponholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory. No Noteholder or Couponholder shall, in connection with any such substitution, be entitled to claim from the Relevant Issuer any indemnification or payment in respect of any tax consequence of any such substitution upon individual Noteholders or Couponholders;
- 8.3.6 ***Release of Issuer:*** Any agreement by the Trustee pursuant to subclause 8.3.1 (*Procedure*) above shall, if so expressed, operate to release the Relevant Issuer (or such previous substitute as aforesaid) from any or all of its obligations as principal debtor under the Notes and this Trust Deed (but without prejudice to its liabilities under any guarantee given pursuant to subclause 8.3.1(c)). Not later than fourteen days after the execution of any such documents as aforesaid and after compliance with the said requirements of the Trustee, the Substituted Obligor shall cause notice thereof to be given to the Noteholders; and

8.3.7 ***Completion of substitution:*** Upon the execution of such documents and compliance with the said requirements, the Substituted Obligor shall be deemed to be named in this Trust Deed and the Notes, Receipts and Coupons as the principal debtor in place of the Relevant Issuer (or of any previous substitute under this Clause) and this Trust Deed, the Notes, the Receipts and the Coupons shall thereupon be deemed to be amended in such manner as shall be necessary to give effect to the substitution and without prejudice to the generality of the foregoing any references in this Trust Deed, in the Notes, Receipts and Coupons to the Relevant Issuers shall be deemed to be references to the Substituted Obligor.

9. **ENFORCEMENT**

9.1 **Legal proceedings**

The Trustee may at any time, at its discretion and without further notice, institute such proceedings against the Relevant Issuer and/or (if applicable) the Guarantor as it may think fit to recover any amounts due in respect of the Notes which are unpaid or to enforce any of its rights under this Trust Deed or the Conditions but it shall not be bound to take any such proceedings unless (a) it shall have been so directed by an Extraordinary Resolution or so requested in writing by the holders of at least one-quarter in principal amount of the outstanding Notes and (b) it shall have been indemnified and/or secured to its satisfaction against all liabilities, proceedings, claims and demands to which it may thereby become liable and all costs, charges and expenses which may be incurred by it in connection therewith and **provided that** the Trustee shall not be held liable for the consequence of taking any such action and may take such action without having regard to the effect of such action on individual Noteholders or Couponholders. Only the Trustee may enforce the provisions of the Notes or this Trust Deed and no Noteholder, Receiptholder or Couponholder shall be entitled to proceed directly against the Relevant Issuer and/or (if applicable) the Guarantor unless the Trustee, having become bound so to proceed, fails to do so within a reasonable time and such failure is continuing.

9.2 **Evidence of default**

If the Trustee (or any Noteholder, Receiptholder or Couponholder where entitled under this Trust Deed so to do) makes any claim, institutes any legal proceeding or lodges any proof in a winding up or insolvency of the Relevant Issuer and/or (if applicable) the Guarantor under this Trust Deed or under the Notes, proof therein that:

9.2.1 as regards any specified Note the Relevant Issuer has made default in paying any principal due in respect of such Note shall (unless the contrary be proved) be sufficient evidence that the Relevant Issuer has made the like default as regards all other Notes in respect of which a corresponding payment is then due; and

9.2.2 as regards any specified Coupon or any specified Registered Note the Relevant Issuer has made default in paying any interest due in respect of such Coupon or Registered Note shall (unless the contrary be proved) be sufficient evidence that

the Relevant Issuer has made the like default as regards all other Coupons or Registered Notes in respect of which a corresponding payment is then due; and

- 9.2.3 as regards any Talon, the Relevant Issuer has made default in exchanging such Talon for further Coupons and a further Talon as provided by its terms shall (unless the contrary be proved) be sufficient evidence that the Relevant Issuer has made the like default as regards all other Talons which are then available for exchange;

and for the purposes of subclauses 9.2.1 and 9.2.2 a payment shall be a "corresponding" payment notwithstanding that it is due in respect of a Note of a different denomination from that in respect of the above specified Note.

10. APPLICATION OF MONEYS

10.1 Application of moneys

All moneys received by the Trustee in respect of the Notes of any Series or amounts payable under this Trust Deed will despite any appropriation of all or part of them by the Relevant Issuer and/or (as the case may be) the Guarantor (including any moneys which represent principal or interest in respect of Notes, Receipts or Coupons which have become void under the Conditions) be held by the Trustee on trust to apply them (subject to Clause 10.2 (*Investment of moneys*)):

- 10.1.1 first, in payment or satisfaction of those costs, charges, expenses and liabilities incurred by the Trustee in the preparation and execution of the trusts of this Trust Deed (including remuneration of the Trustee);
- 10.1.2 secondly, in or towards payment *pari passu* and rateably of all interest remaining unpaid in respect of the Notes of the relevant Series and all principal moneys due on or in respect of the Notes of that Series **provided that** where the Notes of more than one Series become so due and payable, such monies shall be applied as between the amounts outstanding in respect of the different Series *pari passu* and rateably (except where, in the opinion of the Trustee, such monies are paid in respect of a specific Series or several specific Series, in which event such monies shall be applied solely to the amounts outstanding in respect of that Series or those Series respectively); and
- 10.1.3 thirdly, the balance (if any) in payment to the Relevant Issuer and/or (as the case may be) the Guarantor.

10.2 Investment of moneys

If the amount of the moneys at any time available for payment of principal and interest in respect of the Notes of any Series under Clause 10.1 (*Application of moneys*) shall be less than a sum sufficient to pay at least one-tenth of the principal amount of the Notes of such Series then outstanding, the Trustee may, at its discretion, invest such moneys upon some or one of the investments hereinafter authorised with power from time to time, with like discretion, to vary such investments; and such investment with

the resulting income thereof may be accumulated until the accumulations together with any other funds for the time being under the control of the Trustee and available for the purpose shall amount to a sum sufficient to pay at least one-tenth of the principal amount of the Notes of such Series then outstanding and such accumulation and funds (after deduction of any taxes and any other deductibles applicable thereto) shall then be applied in the manner aforesaid.

10.3 Authorised Investments

Any moneys which under this Trust Deed may be invested by the Trustee may be invested in the name or under the control of the Trustee in any of the investments for the time being authorised by English law for the investment by trustees of trust moneys or in any other investments, whether similar to those aforesaid or not, which may be selected by the Trustee or by placing the same on deposit in the name or under the control of the Trustee with such bank or other financial institution as the Trustee may think fit and in such currency as the Trustee in its absolute discretion may determine and the Trustee may at any time vary or transfer any of such investments for or into other such investments or convert any moneys so deposited into any other currency and shall not be responsible for any Liability occasioned by reason of any such investments or such deposit whether by depreciation in value, fluctuation in exchange rates or otherwise.

10.4 Payment to Noteholders, Receiptholders and Couponholders

The Trustee shall give notice to the Noteholders in accordance with the Conditions of the date fixed for any payment under Clause 10.1 (*Application of Moneys*). Any payment to be made in respect of the Notes, Receipts or Coupons of any Series by the Relevant Issuer, the Guarantor (in respect of Guaranteed Notes) or the Trustee may be made in the manner provided in the Conditions, the Agency Agreement and this Trust Deed and any payment so made shall be a good discharge to the extent of such payment by the Relevant Issuer, the Guarantor or the Trustee (as the case may be).

10.5 Production of Notes, Receipts and Coupons and Notes Certificates

Upon any payment under Clause 10.4 (*Payment to Noteholders, Receiptholders and Couponholders*) of principal or interest, the Note, Receipt, or Note Certificate or Coupon in respect of which such payment is made shall, if the Trustee so requires, be produced to the Trustee or the Paying Agent by or through whom such payment is made and the Trustee shall in respect of a Note:

- (a) in respect of a Bearer Note, Receipt or Coupon (a) in the case of part payment, enface or cause such Paying Agent to enface a memorandum of the amount and date of payment thereon (or, in the case of part payment of an NGN Temporary Global Note or an NGN Permanent Global Note cause the Principal Paying Agent to procure that the ICSDs make appropriate entries in their records to reflect such payment) or (b) in the case of payment in full, cause such Bearer Note, Receipt or Coupon to be surrendered or shall cancel or procure the same to be

cancelled and shall certify or procure the certification of such cancellation; and

- (b) in respect of a Registered Note, (a) in the case of part payment, require the Registrar to make a notation in the Register of the amount and date of payment (and in the case of a Registered Note held under the New Safekeeping Structure, to procure that the ICSDs make appropriate entries in their records to reflect such payment) or (b) in the case of payment in full, cause the relevant Note Certificate to be surrendered or shall cancel or procure the same to be cancelled and shall certify or procure the certification of such cancellation.

10.6 Holders of Bearer Notes to be treated as holding all Coupons

Wherever in this Trust Deed the Trustee is required or entitled to exercise a power, trust, authority or discretion under this Trust Deed, the Trustee shall, notwithstanding that it may have express notice to the contrary assume that each holder of Bearer Notes is the holder of all Coupons and Talons appertaining to each Bearer Note of which they are the holder.

11. TERMS OF APPOINTMENT

By way of supplement to the Trustee Acts, it is expressly declared as follows:

11.1 Reliance on Information

11.1.1 **Advice:** The Trustee may in relation to this Trust Deed act on the opinion or advice of or a certificate or any information obtained from any lawyer, banker, valuer, surveyor, broker, auctioneer, accountant or other expert (whether obtained by the Trustee, the Relevant Issuer, the Guarantor (if applicable) or any Agent) and which advice or opinion may be provided on such terms (including as to limitations on liability) as the Trustee may consider in its sole discretion to be consistent with prevailing market practice with regard to advice or opinions of that nature and shall not be responsible for any Liability occasioned by so acting; any such opinion, advice, certificate or information may be sent or obtained by letter or electronic communication and the Trustee shall not be liable for acting on any opinion, advice, certificate or information purporting to be so conveyed although the same shall contain some error or shall not be authentic;

11.1.2 **Certificate of Director or Authorised Signatory:** the Trustee may call for and shall be at liberty to accept a certificate signed by one Director and/or one Authorised Signatory of such Issuer, the Guarantor (if applicable) or other person duly authorised on its behalf as to any fact or matter *prima facie* within the knowledge of such Issuer and the Guarantor (if applicable) as sufficient evidence thereof and a like certificate to the effect that any particular dealing, transaction or step or thing is, in the opinion of the person so certifying expedient, as sufficient evidence that it is expedient and the Trustee shall not be

bound in any such case to call for further evidence or be responsible for any Liability that may be occasioned by its failing so to do;

- 11.1.3 ***Certificate on Restricted Subsidiaries:*** a certificate signed by one Authorised Signatory of AstraZeneca PLC that in their opinion a Subsidiary of AstraZeneca PLC is or is not or was or was not at any particular time or during any particular period a Restricted Subsidiary shall, in the absence of manifest error, be conclusive and binding on the Relevant Issuer, the Guarantor (in the case of Guaranteed Notes), the Trustee, the Noteholders, the Receiptholders and the Couponholders;
- 11.1.4 ***Resolution or direction of Noteholders:*** the Trustee shall not be responsible for acting upon any resolution purporting to be a Written Resolution or to have been passed at any meeting of the Noteholders in respect whereof minutes have been made and signed or a direction of a specified percentage of Noteholders, even though it may subsequently be found that there was some defect in the constitution of the meeting or the passing of the resolution or the making of the directions or that for any reason the resolution purporting to be a Written Resolution or to have been passed at any Meeting or the making of the directions was not valid or binding upon the Noteholders, the Receiptholders and the Couponholders;
- 11.1.5 ***Reliance on certification of clearing system:*** the Trustee may call for any certificate or other document issued by Euroclear, Clearstream, the CMU or any other relevant clearing system in relation to any matter. Any such certificate or other document shall, in the absence of manifest error, be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EUCLID or Clearstream's Cedcom system) in accordance with its usual procedures and in which the holder of a particular principal or nominal amount of the Notes is clearly identified together with the amount of such holding. The Trustee shall not be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by Euroclear or Clearstream, the CMU or any other relevant clearing system and subsequently found to be forged or not authentic;
- 11.1.6 ***Noteholders as a class:*** whenever in this Trust Deed the Trustee is required in connection with any exercise of its powers, trusts, authorities or discretions to have regard to the interests of the Noteholders, it shall have regard to the interests of the Noteholders as a class and in particular, but without prejudice to the generality of the foregoing, shall not be obliged to have regard to the consequences of such exercise for any individual Noteholder resulting from such Noteholder being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory;
- 11.1.7 ***Trustee not responsible for investigations:*** the Trustee shall not be responsible for, or for investigating any matter which is the subject of, any recital, statement,

representation, warranty or covenant of any person contained in this Trust Deed, the Notes or any other agreement or document relating to the transactions herein or therein contemplated or for the execution, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence thereof;

- 11.1.8 ***No obligation to monitor:*** the Trustee shall be under no obligation to monitor or supervise the functions of any other person under the Notes or any other agreement or document relating to the transactions herein or therein contemplated and shall be entitled, in the absence of actual knowledge of a breach of obligation, to assume that each such person is properly performing and complying with its obligations;
- 11.1.9 ***Notes held by the Relevant Issuer or the Guarantor:*** in the absence of knowledge or express notice to the contrary, the Trustee may assume without enquiry (other than requesting a certificate of the Relevant Issuer or the Guarantor under subclause 7.1.8 (*Notes held by the Relevant Issuer or the Guarantor*)), that no Notes are for the time being held by or for the benefit of the Relevant Issuer, if applicable, or the Guarantor or any of their respective Subsidiaries;
- 11.1.10 ***Forged Notes:*** the Trustee shall not be liable to the Issuers and the Guarantor or any Noteholder, Receiptholder or Couponholder by reason of having accepted as valid or not having rejected any Bearer Note, Receipt or Coupon as such and subsequently found to be forged or not authentic;
- 11.1.11 ***Entry on the Register:*** the Trustee shall not be liable to the Issuers, the Guarantor or any Noteholder by reason of having accepted as valid or not having rejected any entry on the Register later found to be forged or not authentic and can assume for all purposes in relation hereto that any entry on the Register is correct;
- 11.1.12 ***Events of Default:*** the Trustee shall not be bound to give notice to any person of the execution of this Trust Deed or to take any steps to ascertain whether any Event of Default or Potential Event of Default has happened and, until it shall have actual knowledge or express notice to the contrary, the Trustee shall be entitled to assume that no such Event of Default or Potential Event of Default has happened and that each of the Relevant Issuer and the Guarantor (in the case of Guaranteed Notes) observing and performing all the obligations on its part contained in the Notes, Receipts and Coupons and under this Trust Deed and no event has happened as a consequence of which any of the Notes may become repayable;
- 11.1.13 ***Legal Opinions:*** the Trustee shall not be responsible to any person for failing to request, require or receive any legal opinion relating to any Notes or for checking or commenting upon the content of any such legal opinion;
- 11.1.14 ***Authorised Amount:*** the Trustee shall not be concerned, and need not enquire, as to whether or not any Notes are issued in breach of the Authorised Amount;

- 11.1.15 ***Trustee not Responsible:*** the Trustee shall not be responsible for the execution, delivery, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence of this Trust Deed or any other document relating thereto and shall not be liable for any failure to obtain any rating of Notes (where required), any licence, consent or other authority for the execution, delivery, legality, effectiveness, adequacy, genuineness, validity, performance, enforceability or admissibility in evidence of this Trust Deed or any other document relating thereto. In addition the Trustee shall not be responsible for the effect of the exercise of any of its powers, duties and discretions hereunder;
- 11.1.16 ***Freedom to Refrain:*** notwithstanding anything else herein contained, the Trustee may refrain from doing anything which would or might in its opinion be contrary to any law of any jurisdiction or any directive or regulation of any agency or any state of which would or might otherwise render it liable to any person and may do anything which is, in its opinion, necessary to comply with any such law, directive or regulation; and
- 11.1.17 ***Right to Deduct or Withhold:*** notwithstanding anything contained in this Trust Deed, to the extent required by any applicable law, if the Trustee is or will be required to make any deduction or withholding from any distribution or payment made by it hereunder or if the Trustee is or will be otherwise charged to, or is or may become liable to, tax as a consequence of performing its duties hereunder whether as principal, agent or otherwise, and whether by reason of any assessment, prospective assessment or other imposition of liability to taxation of whatsoever nature and whensoever made upon the Trustee, and whether in connection with or arising from any sums received or distributed by it or to which it may be entitled under this Trust Deed (other than in connection with its remuneration as provided for herein) or any investments or deposits from time to time representing the same, including any income or gains arising therefrom or any action of the Trustee in connection with the trusts of this Trust Deed (other than the remuneration herein specified) or otherwise, then the Trustee shall be entitled to make such deduction or withholding or, as the case may be, to retain out of sums received by it an amount sufficient to discharge any liability to tax which relates to sums so received or distributed or to discharge any such other liability of the Trustee to tax from the funds held by the Trustee upon the trusts of this Trust Deed.

11.2 **Trustee's powers and duties**

- 11.2.1 ***Trustee's determination:*** The Trustee may determine whether or not a default in the performance or observance by the Relevant Issuer or the Guarantor (where applicable) of any obligation under the provisions of this Trust Deed or contained in the Notes, Receipts or Coupons is capable of remedy and if the Trustee shall certify that any such default is, in its opinion, not capable of remedy such certificate shall be conclusive and binding upon the Relevant Issuer, the Guarantor (where applicable), the Noteholders, the Receiptholders and the Couponholders;

- 11.2.2 ***Determination of questions:*** the Trustee as between itself and the Noteholders, the Receiptholders and the Couponholders shall have full power to determine all questions and doubts arising in relation to any of the provisions of this Trust Deed and every such determination, whether made upon a question actually raised or implied in the acts or proceedings of the Trustee, shall be conclusive and shall bind the Trustee, the Noteholders, the Receiptholders and the Couponholders;
- 11.2.3 ***Trustee's discretion:*** the Trustee shall (save as expressly otherwise provided herein) as regards all the trusts, powers, authorities and discretions vested in it by this Trust Deed or by operation of law have absolute and uncontrolled discretion as to the exercise or non-exercise thereof and the Trustee shall not be responsible for any Liability that may result from the exercise or non-exercise thereof but, whenever the Trustee is under the provisions of this Trust Deed bound to act at the request or direction of the Noteholders, the Trustee shall nevertheless not be so bound unless first indemnified and/or provided with security to its satisfaction against all actions, proceedings, claims and demands to which it may render itself liable and all costs, charges, damages, expenses and liabilities which it may incur by so doing;
- 11.2.4 ***Trustee's consent:*** any consent given by the Trustee for the purposes of this Trust Deed may be given on such terms and subject to such conditions (if any) as the Trustee may require;
- 11.2.5 ***Conversion of currency:*** where it is necessary or desirable for any purpose in connection with this Trust Deed to convert any sum from one currency to another it shall (unless otherwise provided by this Trust Deed or required by law) be converted at such rate(s) of exchange, in accordance with such method and as at such date for the determination of such rate(s) of exchange as may be specified by the Trustee in its sole discretion as relevant and any rate of exchange, method and date so specified shall be binding on the Relevant Issuer, the Guarantor (where applicable), the Noteholders, the Receiptholders and the Couponholders;
- 11.2.6 ***Application of proceeds:*** the Trustee shall not be responsible for the receipt or application by the Relevant Issuer of the proceeds of the issue of the Notes, the exchange of any Temporary Global Note for any Permanent Global Note or Definitive Note, the exchange of any Permanent Global Note for Definitive Notes, the exchange of any Global Registered Note for Individual Note Certificates or the delivery of any Note, Receipt or Coupon to the persons entitled to them;
- 11.2.7 ***Error of judgment:*** the Trustee shall not be liable for any error of judgment made in good faith by any officer or employee of the Trustee assigned by the Trustee to administer its corporate trust matters;
- 11.2.8 ***Agents:*** the Trustee may, in the conduct of the trusts of this Trust Deed instead of acting personally, employ and pay an agent on any terms, whether or not a lawyer or other professional person, to transact or conduct, or concur in

transacting or conducting, any business and to do or concur in doing all acts required to be done by the Trustee (including the receipt and payment of money) and the Trustee shall not be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of any person appointed by it hereunder or be bound to supervise the proceedings or acts of any such person;

- 11.2.9 ***Delegation***: the Trustee may, in the execution and exercise of all or any of the trusts, powers, authorities and discretions vested in it by this Trust Deed, act by responsible officer(s) for the time being of the Trustee and the Trustee may also whenever it thinks fit, whether by power of attorney or otherwise, delegate to any person(s) or fluctuating body of persons (whether being a joint trustee of this Trust Deed or not) all or any of the trusts, powers, authorities and discretions vested in it by this Trust Deed and any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate with the consent of the Trustee) as the Trustee may think fit in the interests of the Noteholders and the Trustee shall not be bound to supervise the proceedings or acts of and shall not in any way or to any extent be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of such delegate or sub-delegate;
- 11.2.10 ***Custodians and nominees***: the Trustee may appoint and pay any person to act as a custodian or nominee on any terms in relation to such assets of the trust as the Trustee may determine, including for the purpose of depositing with a custodian this Trust Deed or any document relating to the trust created hereunder and the Trustee shall not be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of any person appointed by it hereunder or be bound to supervise the proceedings or acts of any such person; the Trustee is not obliged to appoint a custodian if the Trustee invests in securities payable to bearer; and
- 11.2.11 ***Confidential information***: the Trustee shall not (unless required by law or ordered so to do by a court of competent jurisdiction) be required to disclose to any Noteholder, Receipholder or Couponholder confidential information or other information made available to the Trustee by the Relevant Issuer or the Guarantor (where applicable) in connection with this Trust Deed and no Noteholder, Receipholder or Couponholder shall be entitled to take any action to obtain from the Trustee any such information.

11.3 Financial matters

- 11.3.1 ***Professional charges***: any trustee being a banker, lawyer, broker or other person engaged in any profession or business shall be entitled to charge and be paid all usual professional and other charges for business transacted and acts done by such person or such person's partner or firm on matters arising in connection with the trusts of this Trust Deed and also such person's properly

incurred charges in addition to disbursements for all other work and business done and all time spent by such person or such person's partner or firm on matters arising in connection with this Trust Deed, including matters which might or should have been attended to in person by a trustee not being a banker, lawyer, broker or other professional person;

11.3.2 ***Expenditure by the Trustee:*** nothing contained in this Trust Deed shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties or the exercise of any right, power, authority or discretion hereunder if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it; and

11.3.3 ***Trustee may enter into financial transactions with either Issuer or the Guarantor:*** no Trustee and no director or officer of any corporation being a Trustee hereof shall by reason of the fiduciary position of such Trustee be in any way precluded from making any contracts or entering into any transactions in the ordinary course of business with the Issuers, the Guarantor or any of their respective Subsidiaries, or any person or body corporate directly or indirectly associated with the Issuers, the Guarantor or any of their respective Subsidiaries, or from accepting the trusteeship of any other debenture stock, debentures or securities of the Issuers, the Guarantor or any of their respective Subsidiaries or any person or body corporate directly or indirectly associated with the Issuers, the Guarantor or any of their respective Subsidiaries, and neither the Trustee nor any such director or officer shall be accountable to the Noteholders, the Receiptholders, the Couponholders, the Issuers, the Guarantor or any of their respective Subsidiaries, or any person or body corporate directly or indirectly associated with Issuers, the Guarantor or any of their respective Subsidiaries, for any profit, fees, commissions, interest, discounts or share of brokerage earned, arising or resulting from any such contracts or transactions and the Trustee and any such director or officer shall also be at liberty to retain the same for their own benefit.

11.4 Disapplication

Section 1 of the Trustee Act 2000 shall not apply to the duties of the Trustee in relation to the trusts constituted by this Trust Deed. Where there are any inconsistencies between the Trustee Acts and the provisions of this Trust Deed, the provisions of this Trust Deed shall, to the extent allowed by law, prevail and, in the case of any such inconsistency with the Trustee Act 2000, the provisions of this Trust Deed shall constitute a restriction or exclusion for the purposes of that Act.

11.5 Trustee Liability

Subject to Section 750 of the Companies Act 2006 (if applicable) and notwithstanding anything to the contrary in this Trust Deed, the Notes or the Agency Agreement, the Trustee shall not be liable to any person for any matter or thing done or omitted in any way in connection with or in relation to this Trust Deed, the Notes or the Agency Agreement save in relation to its own negligence, wilful default or fraud.

12. COSTS AND EXPENSES

12.1 Remuneration

- 12.1.1 **Normal remuneration:** The Relevant Issuer (failing whom, the Guarantor in the case of Guaranteed Notes) shall pay to the Trustee remuneration for its services as trustee as from the date of this Trust Deed, such remuneration to be at such rate as may from time to time be agreed between the Issuers and the Trustee. Such remuneration shall be payable in advance on the anniversary of the date hereof in each year and the first payment shall be made on the date hereof. Such remuneration shall accrue from day to day and be payable (in priority to payments to the Noteholders, Receiptholders or Couponholders up to and including the date when, all the Notes having become due for redemption, the redemption moneys and interest thereon to the date of redemption have been paid to the Principal Paying Agent, the CMU Lodging and Paying Agent or the Trustee, **provided that** if upon due presentation (if required pursuant to the Conditions) of any Note or Note Certificate or any cheque, payment of the moneys due in respect thereof is improperly withheld or refused, remuneration will commence again to accrue).
- 12.1.2 **Extra remuneration:** In the event of the occurrence of an Event of Default or a Potential Event of Default or the Trustee considering it expedient or necessary or being requested by the Relevant Issuer or the Guarantor (where applicable) to undertake duties which the Trustee and the Relevant Issuer or the Guarantor (where applicable) agree to be of an exceptional nature or otherwise outside the scope of the normal duties of the Trustee under this Trust Deed, the Relevant Issuer (failing whom, the Guarantor in the case of Guaranteed Notes) shall pay to the Trustee such additional remuneration as shall be agreed between them.
- 12.1.3 **Value added tax:** The Relevant Issuer (failing whom, the Guarantor in the case of Guaranteed Notes) shall in addition pay to the Trustee an amount equal to the amount of any value added tax or similar tax chargeable in respect of its remuneration under this Trust Deed.
- 12.1.4 **Failure to agree:** In the event of the Trustee and the Relevant Issuer and the Guarantor (where applicable) failing to agree:
- (a) (in a case to which subclause 12.1.1 (*Normal remuneration*) above applies) upon the amount of the remuneration; or
 - (b) (in a case to which subclause 12.1.2 (*Extra remuneration*) applies) upon whether such duties shall be of an exceptional nature or otherwise outside the scope of the normal duties of the Trustee under this Trust Deed, or upon such additional remuneration;

such matters shall be determined by a merchant bank (acting as an expert and not as an arbitrator) selected by the Trustee and approved by the Relevant Issuer (or the Guarantor, at the case may be) or, failing such approval, nominated (on the application of the Trustee) by the President for the time being of The Law

Society of England and Wales (the expenses involved in such nomination and the fees of such merchant bank being payable by the Relevant Issuer (or the Guarantor, at the case may be)) and the determination of any such merchant bank shall be final and binding upon the Trustee and the Relevant Issuer (and/or the Guarantor, at the case may be).

- 12.1.5 **Expenses:** The Relevant Issuer (failing whom, the Guarantor in the case of Guaranteed Notes) shall also pay or discharge all costs, charges and expenses properly incurred by the Trustee in relation to the preparation and execution of, the exercise of its powers and the performance of its duties under, and in any other manner in relation to, this Trust Deed, including but not limited to legal and travelling expenses and any stamp, issue, registration, documentary and other taxes or duties paid or payable by the Trustee in connection with any action taken or contemplated by or on behalf of the Trustee for enforcing, or resolving any doubt concerning, or for any other purpose in relation to, this Trust Deed. Notwithstanding anything to the contrary in this Trust Deed, the Relevant Issuer or (if applicable) the Guarantor shall not be obliged to pay any amounts, or indemnify any person in respect of, any tax on the net income or profits of the Trustee (other than, for the avoidance of doubt, any value added tax or similar chargeable in respect of: i) the Trustee's remuneration under this Trust Deed; or ii) any Liabilities incurred by the Trustee).
- 12.1.6 **Indemnity:** The Relevant Issuer (failing whom, the Guarantor in the case of Guaranteed Notes) shall indemnify the Trustee (a) in respect of all liabilities and expenses incurred by it or by any Appointee or other person appointed by it to whom any trust, power, authority or discretion may be delegated by it in the execution or purported execution of the trusts, powers, authorities or discretions vested in it by this Trust Deed and (b) against all liabilities, actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to this Trust Deed **provided that** it is expressly stated that Clause 11.5 (*Trustee Liability*) shall apply in relation to these provisions.
- 12.1.7 **Payment of amounts due:** All amounts due and payable pursuant to subclauses 12.1.5 (*Expenses*) and 12.1.6 (*Indemnity*) shall be payable by the Relevant Issuer (failing whom, the Guarantor in the case of Guaranteed Notes) on the date specified in a demand by the Trustee; the rate of interest applicable to such payments shall be one per cent. per annum above the base rate from time to time of Barclays Bank PLC and interest shall accrue:
- (a) in the case of payments made by the Trustee prior to the date of the demand, from the date on which the payment was made or such later date as specified in such demand;
 - (b) in the case of payments made by the Trustee on or after the date of the demand, from the date specified in such demand, which date shall not be a date earlier than the date such payments are made.

All remuneration payable to the Trustee shall carry interest at the rate specified in this subclause 12.1.7 (*Payment of amounts due*) from the due date thereof.

- 12.1.8 ***Apportionment of expenses:*** The Trustee shall apportion the costs, charges, expenses and liabilities incurred by the Trustee in the preparation and execution of the trusts of this Trust Deed (including remuneration of the Trustee) between the several Series of Notes in such manner and in such amounts as it shall, in its absolute discretion, consider appropriate.
- 12.1.9 ***Discharges:*** Unless otherwise specifically stated in any discharge of this Trust Deed the provisions of this Clause 12.1 (*Remuneration*) shall continue in full force and effect notwithstanding such discharge.
- 12.1.10 ***Payments:*** All payments to be made by the Relevant Issuer or (if applicable) the Guarantor to the Trustee under this Trust Deed shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any Relevant Jurisdiction, unless such withholding or deduction is required by law. In that event, the Relevant Issuer (failing whom, the Guarantor in the case of Guaranteed Notes) shall pay such additional amounts as will result in the receipt by the Trustee of such amounts as would have been received by it had no such withholding or deduction been required.

12.2 **Stamp duties**

The Relevant Issuer or, failing whom, the Guarantor (in the case of Guaranteed Notes) will pay all stamp duties, registration taxes, capital duties and other similar duties or taxes (if any) payable in the United Kingdom, Belgium, Luxembourg and the United States on (a) the constitution and issue of the Notes, (b) the initial delivery of the Notes, (c) any action taken by the Trustee (or any Noteholder, Receiptholder or Couponholder where permitted or required under this Trust Deed so to do) to enforce the provisions of the Notes or this Trust Deed and (d) the execution of this Trust Deed. If the Trustee (or any Noteholder, Receiptholder, or Couponholder where permitted under this Trust Deed so to do) shall take any proceedings against the Issuers or the Guarantor in any other jurisdiction and if for the purpose of any such proceedings this Trust Deed or any Note or any Note Certificate is taken into any such jurisdiction and any stamp duties or other duties or taxes become payable thereon in any such jurisdiction, the Relevant Issuer or, failing whom, the Guarantor (in the case of Guaranteed Notes) will pay (or reimburse the person making payment of) such stamp duties or other duties or taxes (including penalties).

12.3 **Exchange rate indemnity**

- 12.3.1 ***Currency of Account and Payment:*** The Contractual Currency is the sole currency of account and payment for all sums payable by the Issuers or the Guarantor under or in connection with this Trust Deed, the Notes, the Receipts and the Coupons including damages;

- 12.3.2 ***Extent of Discharge:*** An amount received or recovered in a currency other than the Contractual Currency (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the winding up or dissolution of the Issuers, the Guarantor or otherwise) by the Trustee or any Noteholder, Receiptholder or Couponholder in respect of any sum expressed to be due to it from the Issuers and/or the Guarantor will only discharge the relevant Issuer or the Guarantor, as the case may be, to the extent of the Contractual Currency amount which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so); and
- 12.3.3 ***Indemnity:*** If that Contractual Currency amount is less than the Contractual Currency amount expressed to be due to the recipient under this Trust Deed or the Notes, the Receipts or the Coupons, the Relevant Issuer or, failing whom, the Guarantor in respect of Guaranteed Notes will indemnify it against any Liability sustained by it as a result. In any event, the Relevant Issuer, failing whom, the Guarantor in respect of Guaranteed Notes will indemnify the recipient against the cost of making any such purchase.

12.4 Indemnities separate

The indemnities in this Clause 12 constitute separate and independent obligations from the other obligations in this Trust Deed, will give rise to separate and independent causes of action, will apply irrespective of any indulgence granted by the Trustee and/or any Noteholder, Receiptholder or Couponholder and will continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under this Trust Deed or the Notes, the Receipts or the Coupons or any other judgment or order. Any such Liability as referred to in subclause 12.3.3 (*Indemnity*) shall be deemed to constitute a Liability suffered by the Trustee, the Noteholders, the Receiptholders and the Couponholders and no proof or evidence of any actual Liability shall be required by the Issuers or the Guarantor or their liquidator or liquidators.

13. APPOINTMENT AND RETIREMENT

13.1 Appointment of Trustees

The power of appointing new trustees of this Trust Deed shall be vested in the Issuers and the Guarantor but no person shall be appointed who shall not previously have been approved by an Extraordinary Resolution of the Noteholders. A trust corporation may be appointed sole trustee hereof but subject thereto there shall be at least two trustees hereof one at least of which shall be a trust corporation. Any appointment of a new trustee hereof shall as soon as practicable thereafter be notified by the Issuers and the Guarantor to the Agents and the Noteholders. The Noteholders shall together have the power, exercisable by Extraordinary Resolution, to remove any trustee or trustees for the time being hereof. The removal of any trustee shall not become effective unless there remains a trustee hereof (being a trust corporation) in office after such removal.

13.2 **Co-trustees**

Notwithstanding the provisions of Clause 13.1 (*Appointment of Trustees*), the Trustee may, upon giving prior notice to the Issuers and the Guarantor but without the consent of the Issuers, the Guarantor or the Noteholders, the Receipholders or the Couponholders, appoint any person established or resident in any jurisdiction (whether a trust corporation or not) to act either as a separate trustee or as a co-trustee jointly with the Trustee:

- 13.2.1 if the Trustee considers such appointment to be in the interests of the Noteholders, the Receipholders or the Couponholders; or
- 13.2.2 for the purposes of conforming to any legal requirements, restrictions or conditions in any jurisdiction in which any particular act or acts are to be performed; or
- 13.2.3 for the purposes of obtaining a judgment in any jurisdiction or the enforcement in any jurisdiction either of a judgment already obtained or of this Trust Deed.

13.3 **Attorneys**

Each of the Issuers and the Guarantor (in the case of Guaranteed Notes) hereby irrevocably appoints the Trustee to be its attorney in its name and on its behalf to execute any such instrument of appointment. Such a person shall (subject always to the provisions of this Trust Deed) have such trusts, powers, authorities and discretions (not exceeding those conferred on the Trustee by this Trust Deed) and such duties and obligations as shall be conferred on such person or imposed by the instrument of appointment. The Trustee shall have power in like manner to remove any such person. Such proper remuneration as the Trustee may pay to any such person, together with any attributable costs, charges and expenses incurred by it in performing its function as such separate trustee or co-trustee, shall for the purposes of this Trust Deed be treated as costs, charges and expenses incurred by the Trustee.

13.4 **Retirement of Trustees**

Any Trustee for the time being of this Trust Deed may retire at any time upon giving not less than three calendar months' notice in writing to the Issuers and the Guarantor without assigning any reason therefor and without being responsible for any costs occasioned by such retirement. The retirement of any Trustee shall not become effective unless there remains a trustee hereof (being a trust corporation) in office after such retirement. The Issuers and the Guarantor hereby covenant that in the event of the only trustee hereof which is a trust corporation giving notice under this Clause they shall use their best endeavours to procure a new trustee, being a trust corporation, to be appointed and if the Issuers and the Guarantor have not procured the appointment of a new trustee within 30 days of the expiry of the Trustee notice referred to in this Clause 13.4, the Trustee shall be entitled to procure forthwith a new trustee.

13.5 Competence of a majority of Trustees

Whenever there shall be more than two trustees hereof the majority of such trustees shall (provided such majority includes a trust corporation) be competent to execute and exercise all the trusts, powers, authorities and discretions vested by this Trust Deed in the Trustee generally.

13.6 Powers additional

The powers conferred by this Trust Deed upon the Trustee shall be in addition to any powers which may from time to time be vested in it by general law or as the holder of any of the Notes, the Receipts or the Coupons.

13.7 Merger

Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such corporation shall be otherwise qualified and eligible under this Clause, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

14. NOTICES

14.1 Addresses for notices

All notices and other communications hereunder shall be made in writing and in English (by letter or email) and shall be sent as follows:

14.1.1 *Issuers and the Guarantor*

If to AstraZeneca PLC, to it at:

AstraZeneca PLC
1 Francis Crick Avenue
Cambridge Biomedical Campus
Cambridge
CB2 0AA

Telephone: +44(0)20 3749 5000
Email: aztbo@astrazeneca.com
Attention: Group Treasurer

If to AstraZeneca Finance LLC, to AstraZeneca PLC on its behalf at:

AstraZeneca PLC
1 Francis Crick Avenue
Cambridge Biomedical Campus

Cambridge
CB2 0AA

Telephone: +44(0)20 3749 5000
Email: aztbo@astrazeneca.com
Attention: Group Treasurer

14.1.2 **Trustee:** if to the Trustee, to it at:

Deutsche Trustee Company Limited
Winchester House
1 Great Winchester Street
London EC2N 2DB

Email: tss-gds.eur@db.com
Attention: The Managing Director

14.2 Effectiveness

Every notice or other communication sent in accordance with Clause 13.1 (*Appointment of Trustees*) shall be effective as follows:

14.2.1 **Letter:** if sent by letter, it shall be deemed to have been delivered 7 days after the time of despatch; and

14.2.2 **Email:** if sent by email, it shall be deemed to have been delivered at the time of despatch,

provided that any such notice or other communication which would otherwise take effect after 4.00 p.m. on any particular day shall not take effect until 10.00 a.m. on the immediately succeeding business day in the place of the addressee.

14.3 No Notice to Couponholders or Receiptholders

None of the Trustee, the Issuers or the Guarantor shall be required to give any notice to the Couponholders or Receiptholders for any purpose under this Trust Deed and the Couponholders and Receiptholders shall be deemed for all purposes to have notice of the contents of any notice given to the Noteholders in accordance with Condition 19 (*Notices*).

15. LAW AND JURISDICTION

15.1 Governing law

This Trust Deed and the Notes and any non-contractual obligation arising out of or in connection with them are governed by English law.

15.2 English courts

The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**"), arising out of or in connection with this Trust Deed or the Notes (including a dispute regarding the existence, validity or termination of this Trust Deed or the Notes and all non-contractual obligations arising out of or in connection with them) or the consequences of their nullity.

15.3 Appropriate forum

The parties agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.

15.4 Rights of the Trustee and Noteholders to take proceedings outside England

Notwithstanding Clause 15.2 (*English courts*) the Trustee or any of the Noteholders may take proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, the Trustee or any of the Noteholders may take concurrent Proceedings in any number of jurisdictions.

15.5 Process Agent

AstraZeneca Finance LLC irrevocably and unconditionally appoints AstraZeneca PLC at 1 Francis Crick Avenue, Cambridge Biomedical Campus, Cambridge, CB2 0AA at its registered office for the time being as its agent for service of process in England in respect of any Proceedings and undertakes that in the event of it ceasing so to act it will appoint such other person with a registered office in England as its agent for service of process.

16. SEVERABILITY

In case any provision in or obligation under this Trust Deed shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No person shall have any right to enforce any provision of this Trust Deed under the Contracts (Rights of Third Parties) Act 1999.

18. COUNTERPARTS

This Trust Deed may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF this Trust Deed has been executed as a deed by the parties hereto and is intended to be and is hereby delivered on the date first before written.

SCHEDULE 1
TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions which, as completed by the relevant Final Terms, will be endorsed on each Note in definitive form issued under the Programme. The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under "Summary of Provisions Relating to the Notes while in Global Form" below.

SCHEDULE 2

PART A

FORM OF TEMPORARY GLOBAL NOTE FOR ASTRAZENECA PLC

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]*

[CMU Instrument No.: [•]]

ASTRAZENECA PLC

*[Aggregate principal amount of Series]
[Title of Notes]*

TEMPORARY GLOBAL NOTE

1. INTRODUCTION

1.1 The Notes

This Temporary Global Note is issued in respect of the notes (the "**Notes**") of AstraZeneca PLC (the "**Issuer**") described in the final terms (the "**Final Terms**") or drawdown prospectus (the "**Drawdown Prospectus**") a copy of which is annexed hereto. If a Drawdown Prospectus is annexed hereto, each reference in this Temporary Global Note to "Final Terms" shall be read and construed as a reference to the final terms of the Notes set out in such Drawdown Prospectus. The Notes:

1.1.1 **Trust Deed:** (insofar as they are represented by this Temporary Global Note) are subject to and have the benefit of a trust deed made on 10 September 2007 and amended and restated on 4 September 2009, 29 June 2012, 28 June 2013, 24 June 2015, 5 May 2016, 21 June 2018, 12 June 2019, 10 June 2020, 24 May 2021, 15 June 2022 and on 15 June 2023 (as further amended, supplemented or restated from time to time, the "**Trust Deed**") made between the Issuer, AstraZeneca Finance LLC and Deutsche Trustee Company Limited as trustee (the "**Trustee**", which expression shall include all persons for the time being the trustee or trustees appointed under the Trust Deed); and

1.1.2 **Agency Agreement:** are the subject of an amended and restated agency agreement dated 15 June 2022 (as amended, supplemented or restated from time to time, the "**Agency Agreement**") made between, among others, the Issuer, AstraZeneca Finance LLC, the Trustee, Deutsche Bank AG, Hong Kong Branch as CMU lodging and paying agent (the "**CMU Lodging and Paying Agent**", which expression includes any successor or additional CMU lodging and paying

* Legend to appear on every Note with a maturity of more than one year.

agent appointed from time to time in connection with the Notes), Deutsche Bank AG, London Branch as principal paying agent (the "**Principal Paying Agent**", which expression includes any successor or additional principal paying agent appointed from time to time in connection with the Notes, and together with the CMU Lodging and Paying Agent and any additional or successor paying agents appointed from time to time in connection with the Notes, the "**Paying Agents**").

1.2 **Construction**

All references in this Temporary Global Note to an agreement, instrument or other document (including the Agency Agreement and the Trust Deed) shall be construed as a reference to that agreement, instrument or other document as the same may be amended, supplemented, replaced or novated from time to time **provided that**, in the case of any amendment, supplement, replacement or novation made after the date hereof, it is made in accordance with the Conditions and the Trust Deed. Headings and sub-headings are for ease of reference only and shall not affect the construction of this Temporary Global Note.

1.3 **References to Conditions**

Any reference herein to the "**Conditions**" is to the Conditions as defined in the Trust Deed, as supplemented, amended and/or replaced by the Final Terms and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Temporary Global Note.

2. **PROMISE TO PAY**

2.1 **Pay to bearer**

The Issuer, for value received, promises to pay to the bearer of this Temporary Global Note, in respect of each Note represented by this Temporary Global Note, on each instalment date (if the Notes are repayable in instalments) and on the Maturity Date or on such earlier date or dates as the same may become payable in accordance with the Conditions, the Redemption Amount or such lesser amount as is repayable upon any such redemption or repayment of instalment (or to pay such other amounts of principal on such dates as may be specified in the Final Terms), and to pay interest (if any) on the nominal amount of the Notes from time to time represented by this Temporary Global Note on the dates and in the manner specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions; **provided, however, that** such interest shall be payable only:

2.1.1 ***Before the Exchange Date:*** in the case of interest falling due before the Exchange Date (as defined below), to the extent that [a certificate or certificates issued by Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking S.A. ("**Clearstream**" and, together with Euroclear, the international central securities depositories or "**ICSDs**"), and/or any other relevant clearing system dated not earlier than the date on which such interest falls due and in

substantially the form set out in Schedule 3 (*Form of Euroclear/Clearstream Certification*) hereto is/are delivered to the Specified Office of the Principal Paying Agent][the person(s) (each a "**CMU Accountholder**") for whose account a relevant interest in this Temporary Global Note is credited as being held by the Central Moneymarkets Unit Service (the "**CMU**") in accordance with CMU Rules at the relevant time. For these purposes, a notification from the CMU shall be conclusive evidence of the records of the CMU (save in the case of manifest error] and payment made in accordance thereof shall discharge the obligations of the Issuer in respect of that payment; or

2.1.2 ***Failure to exchange:*** in the case of interest falling due at any time, to the extent that the Issuer has failed to procure the exchange for a permanent global note of that portion of this Temporary Global Note in respect of which such interest has accrued.

2.2 **NGN Principal Amount**

If the Final Terms specify that the New Global Note form is applicable, this Temporary Global Note shall be a "New Global Note" or "NGN" and the principal amount of Notes represented by this Temporary Global Note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression in this Temporary Global Note means the records that each ICSD holds for its customers which reflect the amount of such customers' interests in the Notes (but excluding any interest in any Notes of one ICSD shown in the records of another ICSD)) shall be conclusive evidence of the principal amount of Notes represented by this Temporary Global Note and, for these purposes, a statement issued by an ICSD (which statement shall be made available to the bearer upon request) stating the principal amount of Notes represented by this Temporary Global Note at any time shall be conclusive evidence of the records of the ICSD at that time.

2.3 **CGN Principal Amount**

If the Final Terms specify that the New Global Note form is not applicable, this Temporary Global Note shall be a "Classic Global Note" or "CGN" and the principal amount of Notes represented by this Temporary Global Note shall be the amount stated in the Final Terms or, if lower, the principal amount most recently entered by or on behalf of the Issuer in the relevant column in Schedule 1 (*Payments, Exchange and Cancellation of Notes*).

3. **NEGOTIABILITY**

This Temporary Global Note is negotiable and, accordingly, title to this Temporary Global Note shall pass by delivery.

4. EXCHANGE

4.1 Permanent Global Note

If the Final Terms specify the form of Notes as being "Temporary Global Note exchangeable for a Permanent Global Note", then on or after the day following the expiry of 40 days after the date of issue of this Temporary Global Note (the "**Exchange Date**"), the Issuer shall procure (in the case of first exchange) the delivery of a Permanent Global Note (which expression has the meaning given in the Trust Deed) in accordance with the Agency Agreement to the bearer of this Temporary Global Note or (in the case of any subsequent exchange) an increase in the principal amount of the Permanent Global Note in accordance with its terms against:

4.1.1 **Presentation and surrender:** presentation and (in the case of final exchange) surrender of this Temporary Global Note to or to the order of [the Principal Paying Agent] [the CMU Lodging and Paying Agent]; and

4.1.2 **Certification:** [receipt by the Principal Paying Agent of a certificate or certificates issued by Euroclear and/or Clearstream and/or any other relevant clearing system dated not earlier than the Exchange Date and in substantially the form set out in Schedule 3 (*Form of Euroclear/Clearstream Certification*) hereto][receipt by the CMU Lodging and Paying Agent of a certificate or certificates from each CMU Accountholder dated not earlier than the Exchange Date and in substantially the form set out in Schedule 2 (*Form of CMU Accountholder's Certification*) hereto or such other form as customarily used in such circumstances for Notes cleared through the CMU].

The principal amount of Notes represented by the Permanent Global Note shall be equal to the aggregate of the principal amounts specified in [the certificates issued by Euroclear and/or Clearstream and/or any other relevant clearing system][the CMU Issue Position Report (as defined in the Agency Agreement) issued by the HKMA] and received by the [Principal Paying Agent/CMU Lodging and Paying Agent]; **provided, however, that** in no circumstances shall the principal amount of Notes represented by the Permanent Global Note exceed the initial principal amount of Notes represented by this Temporary Global Note.

[The CMU may require that any exchange for a Permanent Global Note is made in whole and not in part and in such event, no such exchange will be effected until all relevant accountholders (as set out in a CMU Issue Position Report or any other relevant notification supplied to the CMU Lodging and Paying Agent by the CMU) have so certificated].

4.2 Definitive Notes; Not D Rules

If the Final Terms specify the form of Notes as being "Temporary Global Note exchangeable for Definitive Notes" and also specifies that the C Rules are applicable or that neither the C Rules or the D Rules are applicable, then on or after the day following the expiry of 40 days after the date of issue of this Temporary Global Note (the "**Exchange Date**"), the Issuer shall procure the delivery of Definitive Notes (which

expression has the meaning given in the Agency Agreement) in accordance with the Agency Agreement with Coupons and Talons (if so specified in the Final Terms) attached and in an aggregate principal amount equal to the principal amount of Notes represented by this Temporary Global Note to the bearer of this Temporary Global Note against presentation and surrender of this Temporary Global Note to or to the order of [the Principal Paying Agent] [the CMU Lodging and Paying Agent].

4.3 **Definitive Notes; D Rules**

If the Final Terms specify the form of Notes as being "Temporary Global Note exchangeable for Definitive Notes" and also specifies that the D Rules are applicable, then on or after the day following the expiry of 40 days after the date of issue of this Temporary Global Note (the "**Exchange Date**"), the Issuer shall procure the delivery of Definitive Notes (which expression has the meaning given in the Agency Agreement) in accordance with the Agency Agreement with Coupons and Talons (if so specified in the Final Terms) attached against:

- 4.3.1 **Presentation and surrender:** presentation and (in the case of final exchange) surrender of this Temporary Global Note to or to the order of [the Principal Paying Agent] [the CMU Lodging and Paying Agent]; and
- 4.3.2 **Certification:** [receipt by the Principal Paying Agent of a certificate or certificates issued by Euroclear and/or Clearstream and/or any other relevant clearing system dated not earlier than the Exchange Date and in substantially the form set out in Schedule 3 (*Form of Euroclear/Clearstream Certification*) hereto.][receipt by the CMU Lodging and Paying Agent of a certificate or certificates from each CMU Member as identified by the CMU Issue Position Report (as defined in the Agency Agreement) issued by the HKMA, dated not earlier than the Exchange Date and in substantially the form set out in Schedule 2 (*Form of Accountholder's Certification*) hereto.]

The Definitive Notes so delivered from time to time shall be in an aggregate principal amount equal to the aggregate of the principal amounts specified in the certificates [issued by Euroclear and/or Clearstream and/or any other relevant clearing system][presented by each CMU Member] and received by the [Principal Paying Agent/CMU Lodging and Paying Agent]; **provided, however, that** in no circumstances shall the aggregate principal amount of Definitive Notes so delivered exceed the initial principal amount of Notes represented by this Temporary Global Note.

5. **DELIVERY OF PERMANENT GLOBAL OR DEFINITIVE NOTES**

5.1 **Permanent Global Note**

Whenever any interest in this Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Issuer shall procure (in the case of first exchange) the prompt delivery (free of charge to the bearer) of such Permanent Global Note, duly authenticated, to the bearer of this Temporary Global Note or (in the case of any subsequent exchange) an increase in the principal amount of Notes represented by such

Permanent Global Note in accordance with its terms, in each case in an aggregate principal amount equal to the aggregate of the principal amounts specified in the certificates [issued by Euroclear and/or Clearstream and/or any other relevant clearing system][presented by each CMU Member] and received by the [Principal Paying Agent/CMU Lodging and Paying Agent] against presentation and (in the case of final exchange) surrender of this Temporary Global Note to or to the order of the Principal Paying Agent or the CMU Lodging and Paying Agent (as applicable) within 7 days of the bearer requesting such exchange.

5.2 **Definitive Notes**

Whenever this Temporary Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the Final Terms), in an aggregate principal amount equal to the principal amount of Notes represented by this Temporary Global Note to the bearer of this Temporary Global Note against the surrender of this Temporary Global Note to or to the order of the [Principal Paying Agent] [the CMU Lodging and Paying Agent] within 30 days of the bearer requesting such exchange.

6. **WRITING DOWN**

On each occasion on which:

- 6.1 **Permanent Global Note:** the Permanent Global Note is delivered or the principal amount of Notes represented thereby is increased in accordance with its terms in exchange for a further portion of this Temporary Global Note; or
- 6.2 **Definitive Notes:** Definitive Notes are delivered in exchange for this Temporary Global Note; or
- 6.3 **Cancellation:** Notes represented by this Temporary Global Note are to be cancelled in accordance with Condition 9(j) (*Redemption and Purchase – Cancellation*),

the Issuer shall procure that:

- (a) if the Final Terms specify that the New Global Note form is not applicable, (i) the principal amount of Notes represented by the Permanent Global Note, the principal amount of such increase or (as the case may be) the aggregate principal amount of such Notes and (ii) the remaining principal amount of Notes represented by this Temporary Global Note (which shall be the previous principal amount of Notes represented by this Temporary Global Note *less* the aggregate of the amounts referred to in (i) above) are entered in Schedule 1 (*Payments, Exchange and Cancellation of Notes*) hereto, whereupon the principal amount of Notes represented by this Temporary Global Note shall for all purposes be as most recently so entered; and

- (b) if the Final Terms specify that the New Global Note form is applicable, details of the exchange or cancellation shall be entered *pro rata* in the records of the ICSDs.

7. PAYMENTS

7.1 Recording of Payments

Upon any payment being made in respect of the Notes represented by this Temporary Global Note, the Issuer shall procure that:

- 7.1.1 **CGN:** if the Final Terms specify that the New Global Note form is not applicable, details of such payment shall be entered in Schedule 1 (*Payments, Exchange and Cancellation of Notes*) hereto and, in the case of any payment of principal, the principal amount of the Notes represented by this Temporary Global Note shall be reduced by the principal amount so paid; and
- 7.1.2 **NGN:** if the Final Terms specify that the New Global Note form is applicable, details of such payment shall be entered *pro rata* in the records of the ICSDs and, in the case of any payment of principal, the principal amount of the Notes entered in the records of ICSDs and represented by this Temporary Global Note shall be reduced by the principal amount so paid.

7.2 Discharge of Issuer's obligations

Payments due in respect of Notes for the time being represented by this Temporary Global Note shall be made to the bearer of this Temporary Global Note and each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries referred to above shall not affect such discharge.

7.3 [Payments in accordance with CMU notifications]

For so long as this Temporary Global Note is held by or on behalf of the CMU, payments of principal and interest in respect of Notes represented by this Temporary Global Note will be made to the person(s) for whose account(s) interests in this Temporary Global Note are credited as being held through the CMU in accordance with the CMU rules as notified to the CMU Lodging and Paying Agent by the CMU in a relevant CMU Issue Position Report or any other relevant notification by the CMU and, save in the case of final payment thereunder, no presentation of such Global Note shall be required. For these purposes, a notification from the CMU shall be conclusive evidence of the records of the CMU (save in the case of manifest error).]

8. CONDITIONS APPLY

Until this Temporary Global Note has been exchanged as provided herein or cancelled in accordance with the Agency Agreement, the bearer of this Temporary Global Note shall be subject to the Conditions and the Trust Deed and, subject as otherwise provided herein, shall be entitled to the same rights and benefits under the Conditions and the Trust Deed as if the bearer were the holder of Definitive Notes and any related Coupons

and Talons in the smallest Specified Denomination and in an aggregate principal amount equal to the principal amount of the Notes represented by this Temporary Global Note.

9. NOTICES

[Notwithstanding Condition 19 (*Notices*), while all the Notes are represented by this Temporary Global Note (or by this Temporary Global Note and the Permanent Global Note) and this Temporary Global Note is (or this Temporary Global Note and the Permanent Global Note are) deposited with a depositary or a common depositary for Euroclear and/or Clearstream and/or any other relevant clearing system (other than the CMU) or a Common Safekeeper (which expression has the meaning given in the Agency Agreement), notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with the Condition 19 (*Notices*) on the date of delivery to Euroclear and/or Clearstream and/or any other relevant clearing system.]

[Notwithstanding Condition 19 (*Notices*), while all the Notes are represented by this Temporary Global Note (or by this Temporary Global Note and the Permanent Global Note) and this Temporary Global Note is (or this Temporary Global Note and the Permanent Global Note are) deposited with a sub-custodian for the CMU, notices to Noteholders may be given by delivery of the relevant notice to persons shown in a CMU Issue Position Report (as defined in the Agency Agreement) issued by The Hong Kong Monetary Authority on the business day prior to the date of despatch of such notice. Any such notice shall be deemed to have been given to Noteholders on the second day after the day on which such notice is delivered to the persons shown in the relevant CMU Issue Position Report.]

10. MEETINGS

The holders of this Temporary Global Note shall, at any meeting of the Noteholders, be treated as having one vote in respect of each U.S.\$1 in principal amount of the Notes represented by this Temporary Global Note.

11. TRUSTEE'S POWERS

In considering the interests of Noteholders while this Temporary Global Note is held on behalf of a clearing system, the Trustee may have regard to any information provided to it by any such clearing system or its operator as to the identity (either individually or by category) of its accountholders with entitlements to this Temporary Global Note and may consider such interests as if such accountholders were the holders of this Temporary Global Note.

12. AUTHENTICATION

This Temporary Global Note shall not be valid for any purpose until it has been authenticated by and on behalf of [Deutsche Bank AG, London Branch as principal

paying agent] [Deutsche Bank AG, Hong Kong Branch as CMU lodging and paying agent].

13. EFFECTUATION

If the Final Terms specify that the New Global Note form is applicable, this Temporary Global Note shall not be valid for any purpose until it has been effectuated for and on behalf of the entity appointed as common safekeeper by the ICSDs.

14. GOVERNING LAW

This Temporary Global Note and any non-contractual obligations arising out of or in connection with it are governed by English law.

AS WITNESS the manual signature of a duly authorised person on behalf of the Issuer.

ASTRAZENECA PLC

By: _____

[manual signature]
(*duly authorised*)

ISSUED on the Issue Date

AUTHENTICATED by and on behalf of

[DEUTSCHE BANK AG, LONDON BRANCH as principal paying agent/ **DEUTSCHE BANK AG, HONG KONG BRANCH** as CMU lodging and paying agent] without recourse, warranty or liability

By: _____

[signature]
(*duly authorised*)

EFFECTUATED for and on behalf of

as common safekeeper without
recourse, warranty or liability

By: _____

[signature]
(*duly authorised*)

[Temporary Global Note for AstraZeneca Plc signature page]

SCHEDULE 1*
to the Temporary Global Note

Payments, Exchange and Cancellation of Notes

Date of payment, delivery or cancellation	Amount of interest then paid	Principal amount of Permanent Global Note then delivered or by which Permanent Global Note then increased or aggregate principal amount of Definitive Notes then delivered	Aggregate principal amount of Notes then cancelled	Remaining principal amount of this Temporary Global Note	Authorised Signature

* Schedule 1 should only be completed where the Final Terms specify that the New Global Note form is not applicable.

Date of payment, delivery or cancellation	Amount of interest then paid	Principal amount of Permanent Global Note then delivered or by which Permanent Global Note then increased or aggregate principal amount of Definitive Notes then delivered	Aggregate principal amount of Notes then cancelled	Remaining principal amount of this Temporary Global Note	Authorised Signature

**SCHEDULE 2
to the Temporary Global Note**

Form of CMU Accountholder's Certification

ASTRAZENECA PLC

[Aggregate principal amount of Series]
[Title of Notes]

This is to certify that as of the date hereof, and except as set forth below, the above-captioned Securities held by you for our account (a) are owned by persons that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States Federal income taxation regardless of its source ("**United States persons**"), (b) are owned by United States person(s) that (i) are foreign branches of a United States financial institution (as defined in U.S. Treasury Regulations Section 1.165-12(c)(1)(iv)) ("**financial institutions**") purchasing for their own account or for resale, or (ii) acquired the Securities through foreign branches of United States financial institutions and who hold the Securities through such United States financial institutions on the date hereof (and in either case (i) or (ii), each such United States financial institution hereby agrees, on its own behalf or through its agent, that you may advise the Issuer or the issuer's agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder), or (c) are owned by United States or foreign financial institution(s) for purposes of resale during the restricted period (as defined in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)), and in addition if the owner of the Securities is a United States or foreign financial institution described in clause (c) (whether or not also described in clause (a) or (b)) this is to further certify that such financial institution has not acquired the Securities for purposes of resale directly or indirectly to a United States person or to a person within the United States or its possessions.

If the Securities are of the category contemplated in Section 230.903(b)(3) of Regulation S under the Securities Act of 1933, as amended (the "**Act**"), then this is also to certify that, except as set forth below, the Securities are beneficially owned by (1) non-U.S. person(s) or (2) U.S. person(s) who purchased the Securities in transactions which did not require registration under the Act. As used in this paragraph the term "**U.S. person**" has the meaning given to it by Regulation S under the Act.

As used herein, "**United States**" means the United States of America (including the States and the District of Columbia); and its "**possessions**" include Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands.

We undertake to advise you promptly by electronic transmission on or prior to the date on which you intend to submit your certification relating to the Securities held by you for our account in accordance with your operating procedures if any applicable statement herein is not correct on such date, and in the absence of any such notification it may be assumed that this certification applies as of such date.

This certification excepts and does not relate to *[currency]* *[amount]* of such interest in the above Securities in respect of which we are not able to certify and as to which we understand

exchange and delivery of definitive Securities (or, if relevant, exercise of any rights or collection of any interest) cannot be made until we do so certify.

We understand that this certification is required in connection with certain tax laws and, if applicable, certain securities laws of the United States. In connection therewith, if administrative or legal proceedings or official enquiries are commenced or threatened in connection with which this certification is or would be relevant, we irrevocably authorise you to produce this certification to any interested party in such proceedings.

Dated: []

[name of account holder]
as, or as agent for,
the beneficial owner(s) of the Securities
to which this certificate relates.

By: _____

Authorised signatory

**SCHEDULE 3
to the Temporary Global Note**

Form of Euroclear/Clearstream Certification

ASTRAZENECA PLC

*[Aggregate principal amount of Series]
[Title of Notes]*

This is to certify that, based solely on certifications we have received in writing, by electronic transmission from member organisations appearing in our records as persons being entitled to a portion of the principal amount set forth below (our "**Member Organisations**") substantially to the effect set forth in the temporary global note issued in respect of the securities, as of the date hereof, [*currency*] [*amount*] principal amount of the above-captioned Securities (a) is owned by persons that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States Federal income taxation regardless of its source ("**United States persons**"), (b) is owned by United States persons that (i) are foreign branches of United States financial institutions (as defined in U.S. Treasury Regulations Section 1.165-12(c)(1)(iv)) ("**financial institutions**") purchasing for their own account or for resale, or (ii) acquired the Securities through foreign branches of United States financial institutions and who hold the Securities through such United States financial institutions on the date hereof (and in either case (i) or (ii), each such United States financial institution has agreed, on its own behalf or through its agent, that we may advise the Issuer or the Issuer's agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder), or (c) is owned by United States or foreign financial institutions for purposes of resale during the restricted period (as defined in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)), and to the further effect that United States or foreign financial institutions described in clause (c) (whether or not also described in clause (a) or (b)) have certified that they have not acquired the Securities for purposes of resale directly or indirectly to a United States person or to a person within the United States or its possessions.

[If the Securities are of the category contemplated in Section 230.903(b)(3) of Regulation S under the Securities Act of 1933, as amended (the "**Act**"), then this is also to certify with respect to the principal amount of Securities set forth above that, except as set forth below, we have received in writing, by electronic transmission, from our Member Organisations entitled to a portion of such principal amount, certifications with respect to such portion substantially to the effect set forth in the temporary global note issued in respect of the Securities.]

We further certify (1) that we are not making available herewith for exchange (or, if relevant, exercise of any rights or collection of any interest) any portion of the temporary global security excepted in such certifications and (2) that as of the date hereof we have not received any notification from any of our Member Organisations to the effect that the statements made by such Member Organisations with respect to any portion of the part submitted herewith for exchange (or, if relevant, exercise of any rights or collection of any interest) are no longer true and cannot be relied upon as of the date hereof.

We understand that this certification is required in connection with certain tax laws and, if applicable, certain securities laws of the United States. In connection therewith, if administrative or legal proceedings or official enquiries are commenced or threatened in connection with which this certification is or would be relevant, we irrevocably authorise you to produce this certification to any interested party in such proceedings.

Dated: []

Euroclear Bank SA/NV

or

Clearstream Banking S.A.

By: _____

Authorised signatory

PART B
FORM OF PERMANENT GLOBAL NOTE FOR ASTRAZENECA PLC

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]*

[CMU Instrument No.: [•]]

ASTRAZENECA PLC

[*Aggregate principal amount of Series*]
[*Title of Notes*]

PERMANENT GLOBAL NOTE

1. INTRODUCTION

1.1 The Notes

This Global Note is issued in respect of the notes (the "**Notes**") of AstraZeneca PLC (the "**Issuer**") described in the final terms (the "**Final Terms**") or drawdown prospectus ("**Drawdown Prospectus**") a copy of which is annexed hereto. If a Drawdown Prospectus is annexed hereto, each reference in this Global Note to "Final Terms" shall be read and construed as a reference to the final terms of the Notes set out in such Drawdown Prospectus. The Notes:

1.1.1 **Trust Deed:** (insofar as they are represented by this Global Note) are subject to and have the benefit of a trust deed made on 10 September 2007 and amended and restated on 4 September 2009, 29 June 2012, 28 June 2013, 24 June 2015, 5 May 2016, 21 June 2018, 12 June 2019, 10 June 2020, 24 May 2021, 15 June 2022 and on 15 June 2023 (as further amended, supplemented or restated from time to time, the "**Trust Deed**") made between the Issuer, AstraZeneca Finance LLC and Deutsche Trustee Company Limited as trustee (the "**Trustee**", which expression shall include all persons for the time being the trustee or trustees appointed under the Trust Deed); and

1.1.2 **Agency Agreement:** are the subject of an amended and restated agency agreement dated 15 June 2022 (as amended supplemented or restated from time to time) (the "**Agency Agreement**") made between, among others, the Issuer, AstraZeneca Finance LLC, the Trustee, Deutsche Bank AG, Hong Kong Branch as CMU lodging and paying agent (the "**CMU Lodging and Paying Agent**", which expression includes any successor or additional CMU lodging and paying agent appointed from time to time in connection with the Notes), Deutsche Bank AG, London Branch as principal paying agent (the "**Principal Paying Agent**",

* Legend to appear on every Note with a maturity of more than one year.

which expression includes any successor or additional principal paying agent appointed from time to time in connection with the Notes, and, together with the CMU Lodging and Paying Agent and any additional or successor paying agents appointed from time to time in connection with the Notes, the "**Paying Agents**").

1.2 **Construction**

All references in this Global Note to an agreement, instrument or other document (including the Agency Agreement and the Trust Deed) shall be construed as a reference to that agreement, instrument or other document as the same may be amended, supplemented, replaced or novated from time to time **provided that**, in the case of any amendment, supplement, replacement or novation made after the date hereof, it is made in accordance with the Conditions and the Trust Deed. Headings and sub-headings are for ease of reference only and shall not affect the construction of this Global Note.

1.3 **References to Conditions**

Any reference herein to the "**Conditions**" is to the Terms and Conditions of the Notes set out in Schedule 2 hereto, as supplemented, amended and/or replaced by the Final Terms and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Global Note.

2. **PROMISE TO PAY**

2.1 **Pay to bearer**

The Issuer, for value received, promises to pay to the bearer of this Global Note, in respect of each Note represented by this Global Note, on each instalment date (if the Notes are repayable in instalments) and on the Maturity Date or on such earlier date or dates as the same may become payable in accordance with the Conditions, the Redemption Amount or such lesser amount as is repayable upon any such redemption or repayment of instalment (or to repay such other amounts of principal on such dates as may be specified in the Final Terms and to pay interest (if any) on the nominal amount of the Notes from time to time represented by this Global Note on the dates and in the manner specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

2.2 **NGN Principal Amount**

If the Final Terms specify that the New Global Note form is applicable, this Global Note shall be a "**New Global Note**" or "**NGN**" and the principal amount of Notes represented by this Global Note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression in this Global Note means the records that each ICSD holds for its customers which reflect the amount of such customers' interests in the Notes (but excluding any interest in any Notes of one ICSD shown in the records of another ICSD)) shall be conclusive evidence of the principal amount of Notes represented by this Global Note and, for these purposes,

a statement issued by an ICSD (which statement shall be made available to the bearer upon request) stating the principal amount of Notes represented by this Global Note at any time shall be conclusive evidence of the records of the ICSD at that time.

2.3 **CGN Principal Amount**

If the Final Terms specify that the New Global Note form is not applicable, this Global Note shall be a "Classic Global Note" or "CGN" and the principal amount of Notes represented by this Global Note shall be the amount stated in the Final Terms or, if lower, the principal amount most recently entered by or on behalf of the Issuer in the relevant column in Schedule 1 (*Payments, Exchange and Cancellation of Notes*).

3. **NEGOTIABILITY**

This Global Note is negotiable and, accordingly, title to this Global Note shall pass by delivery.

4. **EXCHANGE**

This Global Note will become exchangeable, in whole but not in part only and at the request of the bearer of this Global Note, for Definitive Notes (which expression has the meaning given in the Trust Deed) in accordance with the Agency Agreement:

4.1 **Upon notice:** on the expiry of such period of notice as may be specified in the Final Terms; or

4.2 **Upon demand:** at any time, if so specified in the Final Terms; or

4.3 **In limited circumstances:** if the Final Terms specify "in the limited circumstances described in the Permanent Global Note", then if either of the following events occurs:

4.3.1 **Closure of clearing systems:** [Euroclear Bank SA/NV ("**Euroclear**") or Clearstream Banking S.A. ("**Clearstream**" and, together with Euroclear, the international central securities depositaries or "**ICSDs**"), or any other relevant clearing system][The Hong Kong Monetary Authority as operator of the Central Moneymarkets Unit Service (the "**CMU**") is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business and no successor clearing system approved by the Trustee is available; or

4.3.2 **Event of Default:** an Event of Default as defined in Condition 13 (*Events of Default*) occurs and Notes become due and payable.

5. **DELIVERY OF DEFINITIVE NOTES**

Whenever this Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the Final Terms), in an aggregate principal amount equal to the principal amount of Notes

represented by this Global Note to the bearer of this Global Note against the surrender of this Global Note to or to the order of [the Principal Paying Agent] [the CMU Lodging and Paying Agent] within 30 days of the bearer requesting such exchange.

6. WRITING DOWN

On each occasion on which:

6.1 **Payment of principal:** a payment of principal is made in respect of this Global Note;

6.2 **Definitive Notes:** Definitive Notes are delivered; or

6.3 **Cancellation:** Notes represented by this Global Note are to be cancelled in accordance with Condition 9(j) (*Redemption and Purchase – Cancellation*),

the Issuer shall procure that:

- (a) if the Final Terms specify that the New Global Note Form is not applicable, (i) the amount of such payment and the aggregate principal amount of such Notes; and (ii) the remaining principal amount of Notes represented by this Global Note (which shall be the previous principal amount hereof *less* the aggregate of the amounts referred to in (i) above) are entered in Schedule 1 (*Payment, Exchanges against Temporary Global Notes, Delivery of Definitive Notes and Cancellation of Notes*) hereto, whereupon the principal amount of Notes represented by this Global Note shall for all purposes be as most recently so entered; and
- (b) if the Final Terms specify that the New Global Note Form is applicable, details of the exchange or cancellation shall be entered *pro rata* in the records of the ISCDs.

7. WRITING UP

7.1 Initial Exchange

If this Global Note was originally issued in exchange for part only of a temporary global note representing the Notes, then all references in this Global Note to the principal amount of Notes represented by this Global Note shall be construed as references to the principal amount of Notes represented by the part of the temporary global note in exchange for which this Global Note was originally issued which the Issuer shall procure:

7.1.1 **CGN:** if the Final Terms specify that the New Global Note form is not applicable, is entered in Schedule 1 (*Payments, Exchanges against Temporary Global Note, Delivery of Definitive Notes and Cancellation of Notes*) hereto, whereupon the principal amount of Notes represented by this Global Note shall for all purposes be as most recently so entered; and

7.1.2 *NGN*: if the Final Terms specify that the New Global Note form is applicable, is entered by the ICSDs in their records.

7.2 **Subsequent Exchange**

If at any subsequent time any further portion of such temporary global note is exchanged for an interest in this Global Note, the principal amount of Notes represented by this Global Note shall be increased by the amount of such further portion, and the Issuer shall procure that the principal amount of Notes represented by this Global Note (which shall be the previous principal amount of Notes represented by this Global Note *plus* the amount of such further portion) is:

7.2.1 *CGN*: if the Final Terms specify that the New Global Note form is not applicable, entered in [Schedule]/[Appendix] Schedule 1 (*Payments, Exchanges against Temporary Global Note, Delivery of Definitive Notes and Cancellation of Notes*) hereto, whereupon the principal amount of this Global Note shall for all purposes be as most recently so entered; and

7.2.2 *NGN*: if the Final Terms specify that the New Global Note form is applicable, entered by the ICSDs in their records.

8. **PAYMENTS**

8.1 **Recording of Payments**

Upon any payment being made in respect of the Notes represented by this Global Note, the Issuer shall procure that:

8.1.1 *CGN*: if the Final Terms specify that the New Global Note form is not applicable, details of such payment shall be entered in Schedule 1 (*Payments, Exchange and Cancellation of Notes*) hereto and, in the case of any payment of principal, the principal amount of the Notes represented by this Global Note shall be reduced by the principal amount so paid; and

8.1.2 *NGN*: if the Final Terms specify that the New Global Note form is applicable, details of such payment shall be entered *pro rata* in the records of the ICSDs and, in the case of any payment of principal, the principal amount of the Notes entered in the records of ICSDs and represented by this Global Note shall be reduced by the principal amount so paid.

8.2 **Discharge of Issuer's obligations**

Payments due in respect of Notes for the time being represented by this Global Note shall be made to the bearer of this Global Note and each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries referred to above shall not affect such discharge.

8.3 [Payments in accordance with CMU notifications]

For so long as this Global Note is held by or on behalf of the CMU, payments of principal and interest in respect of Notes represented by this Global Note will be made to the person(s) for whose account(s) interests in this Global Note are credited as being held through the CMU in accordance with the CMU Rules as notified to the CMU Lodging and Paying Agent by the CMU in a relevant CMU Issue Position Report or any other relevant notification by the CMU and, save in the case of final payment thereunder, no presentation of such Global Note shall be required. For these purposes, a notification from the CMU shall be conclusive evidence of the records of the CMU (save in the case of manifest error).]

9. CONDITIONS APPLY

Until this Global Note has been exchanged as provided herein or cancelled in accordance with the Agency Agreement, the bearer of this Global Note shall be subject to the Conditions and, subject as otherwise provided herein, shall be entitled to the same rights and benefits under the Conditions as if the bearer were the holder of Definitive Notes and any related Coupons and Talons in the smallest Specified Denomination and in an aggregate principal amount equal to the principal amount of Notes represented by this Global Note.

10. EXERCISE OF PUT OPTION

For so long as all of the Notes are represented by one or both of the Global Notes and such Global Note(s) is/are held on behalf of Euroclear and/or Clearstream and/or the CMU, the option of the Noteholders provided for in Condition 9(f) (*Redemption and Purchase - Redemption at the option of the Noteholders*) may be exercised, in the case of Notes other than CMU Notes, by an accountholder giving notice to the Principal Paying Agent in accordance with the standard procedures of Euroclear and Clearstream (which may include notice being given on his instructions by Euroclear or Clearstream or any common depository for them to the Principal Paying Agent by electronic means) or, in the case of CMU Notes, by an accountholder giving notice to the CMU Lodging and Paying Agent in accordance with the standard procedures of the CMU (which may include notice being given on his instructions by a sub-custodian of the CMU by electronic means), of the principal amount of the Notes in respect of which such option is exercised and at the same time presenting or procuring the presentation of the relevant Global Note to the Principal Paying Agent or, as the case may be, the CMU Lodging and Paying Agent for notation accordingly within the time limits set forth in the relevant Condition.

11. EXERCISE OF CALL OPTION

For so long as all of the Notes are represented by one or both of the temporary global note and this Global Note and such Global Note(s) is/are held on behalf of Euroclear and/or Clearstream, or the CMU no drawing of Notes will be required under Condition 9(d) (*Redemption and Purchase – Partial redemption*) in the event that the Issuer exercises its call option pursuant to Condition 9(c) (*Redemption and Purchase – Redemption at the option of the Issuer*) in respect of less than the aggregate principal

amount of the Notes outstanding at such time. In such event, the standard procedures [of Euroclear and/or Clearstream] [the CMU] shall operate to determine which interests in the Global Note(s) are to be subject to such option.

12. NOTICES

[Notwithstanding Condition 19 (*Notices*), while all the Notes are represented by this Global Note (or by this Global Note and a temporary global note) and this Global Note is (or this Global Note and the temporary global note are) deposited with a depositary or a common depositary for Euroclear and/or Clearstream and/or any other relevant clearing system (other than the CMU) or a Common Safekeeper (which expression has the meaning given in the Agency Agreement), notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with the Condition 19 (*Notices*) on the date of delivery to Euroclear and/or Clearstream and/or any other relevant clearing system.]

[Notwithstanding Condition 19 (*Notices*) while this Permanent Global Note is deposited with a sub-custodian for the CMU, notices may be given by delivery to persons shown in a CMU Issue Position Report (as defined in the Agency Agreement) issued by the HKMA on the business day prior to the date of despatch of such notice. Any such notice shall be deemed to have been given to Noteholders on the second day after the day on which such notice is delivered to the persons shown in the relevant CMU Issue Position Report, in accordance with Condition 19 (*Notices*); **provided, however, that** so long as the Notes are Listed Notes, notices shall also be published as the FCA may require.]

Whilst any Notes held by a Noteholder are represented by a Global Note, notices to be given by such Noteholder may be given by such Noteholder to the Principal Paying Agent or, as the case may be, the CMU Lodging and Paying Agent, through Euroclear and/or Clearstream and/or the CMU, as the case may be, in such a manner as the Principal Paying Agent or, as the case may be, the CMU Lodging and Paying Agent, and Euroclear and/or Clearstream and/or the CMU, as the case may be, may approve for this purpose.

13. MEETINGS

The holders of this Global Note shall, at any meeting of the Noteholders, be treated as having one vote in respect of each U.S.\$1 in principal amount of the Notes represented by this Global Note.

14. TRUSTEE'S POWERS

In considering the interests of Noteholders while this Global Note is held on behalf of a clearing system, the Trustee may have regard to any information provided to it by any such clearing system or its operator as to the identity (either individually or by category) of its accountholders with entitlements to this Global Note and may consider such interests as if such accountholders were the holders of this Global Note.

15. AUTHENTICATION

This Global Note shall not be valid for any purpose until it has been authenticated by and on behalf of [Deutsche Bank AG, London Branch as principal paying agent/ Deutsche Bank AG, Hong Kong Branch as CMU lodging and paying agent].

16. EFFECTUATION

If the Final Terms specify that the New Global Note form is applicable, this Permanent Global Note shall not be valid for any purpose until it has been effectuated for and on behalf of the entity appointed as Common Safekeeper (which expression has the meaning given in the Agency Agreement).

17. GOVERNING LAW

This Global Note and any non-contractual obligations arising out of or in connection with it are governed by English law.

AS WITNESS the manual signature of a duly authorised person on behalf of the Issuer.

ASTRAZENECA PLC

By: _____

[manual signature]
(duly authorised)

[Permanent Global Note for AstraZeneca Plc signature page]

ISSUED on the Issue Date

AUTHENTICATED for and on behalf of
[**Deutsche Bank AG, London Branch** as principal paying agent/ **Deutsche Bank AG, Hong Kong Branch** as CMU lodging and paying agent] without
recourse, warranty or liability

By: _____

[signature]
(*duly authorised*)

EFFECTUATED for and on behalf of

as common safekeeper without
recourse, warranty or liability

By: _____

[signature]
(*duly authorised*)

**¹SCHEDULE 1
TO THE PERMANENT GLOBAL NOTE**

**Payments, Exchanges against Temporary Global Note, Delivery of Definitive Notes and
Cancellation of Notes**

Date of payment, exchange, delivery or cancellation	Amount of interest then paid	Amount of principal then paid	Principal amount of Temporary Global Note then exchanged	Aggregate principal amount of Definitive Notes then delivered	Aggregate principal amount of Notes then cancelled	New principal amount of this Global Note	Authorised signature

¹ Schedule 1 should only be completed where the Final Terms specify that the New Global Note form is not applicable.

**SCHEDULE 2
TO THE PERMANENT GLOBAL NOTE**

Terms and Conditions of the Notes
[As set out in Schedule 1 to the Trust Deed]

PART C
FORM OF DEFINITIVE NOTE FOR ASTRAZENECA PLC

[On the face of the Note:]

[currency][denomination]

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]*

ASTRAZENECA PLC

[Aggregate principal amount of Series]
[Title of Notes]

This Note is one of a series of notes (the "**Notes**") of AstraZeneca PLC (the "**Issuer**") described in the final terms (the "**Final Terms**") or drawdown prospectus ("**Drawdown Prospectus**") a copy of the relevant particulars of which is endorsed on this Note. Any reference herein to the "**Conditions**" is to the Terms and Conditions of the Notes endorsed on this Note, as completed by the Final Terms or as supplemented, amended and/or replaced by the Drawdown Prospectus and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Note.

The Issuer, for value received, promises to pay to the bearer of this Note the Redemption Amount on the Maturity Date or on such earlier date or dates as the same may become payable in accordance with the Conditions (or to pay such other amounts of principal on such dates as may be specified in the Final Terms or Drawdown Prospectus), and to pay interest (if any) on the nominal amount of this Note on the dates and in the manner specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

This Note shall not be valid for any purpose until it has been authenticated by and on behalf of [Deutsche Bank AG, London Branch as principal paying agent/ Deutsche Bank AG, Hong Kong Branch as CMU lodging and paying agent].

This Note and any non-contractual obligations arising out of or in connection with it are governed by English law.

* Legend to appear on every Note with a maturity of more than one year.

AS WITNESS the manual signature of a duly authorised person on behalf of the Issuer.

ASTRAZENECA PLC

By: _____

[manual signature]
(duly authorised)

[Definitive note for AstraZeneca Plc signature page]

ISSUED on the Issue Date

AUTHENTICATED by and on behalf of
[**DEUTSCHE BANK AG, LONDON BRANCH** as principal paying agent/ **DEUTSCHE
BANK AG, HONG KONG BRANCH** as CMU lodging and paying agent] without
recourse, warranty or liability

By: _____

[signature]
(*duly authorised*)

[On the reverse of the Note:]

FINAL TERMS

The following is a copy of the relevant particulars of the Final Terms or Drawdown Prospectus.

TERMS AND CONDITIONS

[As set out in Schedule 1 to the Trust Deed]

[At the foot of the Terms and Conditions:]

PRINCIPAL PAYING AGENT

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB

CMU LODGING AND PAYING AGENT

Deutsche Bank AG, Hong Kong Branch
Level 60 International Commerce Centre
1 Austin Road West
Kowloon
Hong Kong

**PART D
FORM OF RECEIPT FOR ASTRAZENECA PLC**

ASTRAZENECA PLC

*[Aggregate principal amount of Series]
[Title of Notes]*

Receipt for the sum of [] being the instalment of principal payable in accordance with the Terms and Conditions applicable to the Note to which this Receipt appertains (the "**Conditions**") on [].

This Receipt is issued subject to and in accordance with the Conditions which shall be binding upon the holder of this Receipt (whether or not it is for the time being attached to such Note) and is payable at the specified office of any of the Paying Agents set out on the reverse of the Note to which this Receipt appertains (and/or any other or further Paying Agents and/or specified offices as may from time to time be duly appointed and notified to the Noteholders).

This Receipt must be presented for payment together with the Note to which it appertains. The Issuer shall have no obligation in respect of any Receipt presented without the Note to which it appertains or any unmatured Receipts.

[ANY UNITED STATES PERSON (AS DEFINED IN THE INTERNAL REVENUE CODE OF THE UNITED STATES) WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]²

² Legend to appear on every Note with a maturity of more than one year.

**PART E
FORM OF COUPON FOR ASTRAZENECA PLC**

[On the face of the Coupon:]

[For Fixed Rate Notes]

ASTRAZENECA PLC

[Title of Notes]

Coupon for *[currency]**[amount of interest payment]* due on *[interest payment date]*.

Such amount is payable, subject to the terms and conditions (the "**Conditions**") endorsed on the Note to which this Coupon relates (which are binding on the holder of this Coupon whether or not it is for the time being attached to such Note), against presentation and surrender of this Coupon at the specified office for the time being of any of the agents shown on the reverse of this Coupon (or any successor or additional agents appointed from time to time in accordance with the Conditions).

[For Floating Rate Notes]

ASTRAZENECA PLC

[Title of Notes]

This Coupon relates to a Note in the denomination of *[currency]* *[amount]*.

Coupon for the amount of interest due on the Interest Payment Date falling in *[month and year]*.

Such amount is payable, subject to the terms and conditions (the "**Conditions**") endorsed on the Note to which this Coupon relates (which are binding on the holder of this Coupon whether or not it is for the time being attached to such Note), against presentation and surrender of this Coupon at the specified office for the time being of any of the agents shown on the reverse of this Coupon (or any successor or additional agents appointed from time to time in accordance with the Conditions).

The Note to which this Coupon relates may, in certain circumstances specified in the Conditions, fall due for redemption before the maturity date of this Coupon. In such event, this Coupon shall become void and no payment will be made in respect hereof.

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]*

* Legend to appear on every Note with a maturity of more than one year.

[On the reverse of the Coupon:]

[Principal Paying Agent: Deutsche Bank AG, London Branch, Winchester House, 1 Great Winchester Street, London EC2N 2DB/

CMU Lodging and Paying Agent: Deutsche Bank AG, Hong Kong Branch, Level 60 International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong]

**PART F
FORM OF TALON FOR ASTRAZENECA PLC**

[On the face of the Talon:]

ASTRAZENECA PLC

[Title of Notes]

Talon for further Coupons.

On or after the maturity date of the final Coupon which is (or was at the time of issue) part of the Coupon Sheet to which this Talon is (or was at the time of issue) attached, this Talon may be exchanged at the specified office for the time being of the [principal paying agent/CMU lodging and paying agent] shown on the reverse of this Talon (or any successor [principal paying agent/CMU lodging and paying agent] appointed from time to time in accordance with the terms and conditions (the "**Conditions**") of the Notes to which this Talon relates) for a further Coupon Sheet (including a further Talon but excluding any Coupons in respect of which claims have already become void pursuant to the Conditions).

The Note to which this Talon relates may, in certain circumstances specified in the Conditions, fall due for redemption before the maturity date of such final Coupon. In such event, this Talon shall become void and no Coupon will be delivered in respect hereof.

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]*

[On the reverse of the Talon:]

[Principal Paying Agent: Deutsche Bank AG, London Branch, Winchester House, 1 Great Winchester Street, London EC2N 2DB/

CMU Lodging and Paying Agent: Deutsche Bank AG, Hong Kong Branch, Level 60 International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong]

* Legend to appear on every Note with a maturity of more than one year.

**PART G
FORM OF TEMPORARY GLOBAL NOTES FOR ASTRAZENECA FINANCE LLC**

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]*

[CMU Instrument No.: [•]]

FOR ASTRAZENECA FINANCE LLC
[Aggregate principal amount of Series]
[Title of Notes]

guaranteed by

ASTRAZENECA PLC

TEMPORARY GLOBAL NOTE

1. INTRODUCTION

1.1 The Notes

This Temporary Global Note is issued in respect of the notes (the "**Notes**") of AstraZeneca Finance LLC (the "**Issuer**") described in the final terms (the "**Final Terms**") or drawdown prospectus (the "**Drawdown Prospectus**") a copy of which is annexed hereto. If a Drawdown Prospectus is annexed hereto, each reference in this Temporary Global Note to "Final Terms" shall be read and construed as a reference to the final terms of the Notes set out in such Drawdown Prospectus. The Notes:

1.1.1 **Trust Deed:** (insofar as they are represented by this Temporary Global Note) are subject to and have the benefit of a trust deed made on 10 September 2007 and amended and restated on 4 September 2009, 29 June 2012, 28 June 2013, 24 June 2015, 5 May 2016, 21 June 2018, 12 June 2019, 10 June 2020, 24 May 2021, 15 June 2022 and on 15 June 2023 (as further amended, supplemented or restated from time to time, the "**Trust Deed**") made between the Issuer, AstraZeneca PLC and Deutsche Trustee Company Limited as trustee (the "**Trustee**", which expression shall include all persons for the time being the trustee or trustees appointed under the Trust Deed); and

1.1.2 **Agency Agreement:** are the subject of an amended and restated agency agreement dated 15 June 2022 (as amended, supplemented or restated from time to time, the "**Agency Agreement**") made between, among others, the Issuer, AstraZeneca PLC, the Trustee, Deutsche Bank AG, Hong Kong Branch as CMU lodging and paying agent (the "**CMU Lodging and Paying Agent**",

* Legend to appear on every Note with a maturity of more than one year.

which expression includes any successor or additional CMU lodging and paying agent appointed from time to time in connection with the Notes), Deutsche Bank AG, London Branch as principal paying agent (the "**Principal Paying Agent**", which expression includes any successor or additional principal paying agent appointed from time to time in connection with the Notes, and together with the CMU Lodging and Paying Agent and any additional or successor paying agents appointed from time to time in connection with the Notes, the "**Paying Agents**").

1.2 **Construction**

All references in this Temporary Global Note to an agreement, instrument or other document (including the Agency Agreement and the Trust Deed) shall be construed as a reference to that agreement, instrument or other document as the same may be amended, supplemented, replaced or novated from time to time **provided that**, in the case of any amendment, supplement, replacement or novation made after the date hereof, it is made in accordance with the Conditions and the Trust Deed. Headings and sub-headings are for ease of reference only and shall not affect the construction of this Temporary Global Note.

1.3 **References to Conditions**

Any reference herein to the "**Conditions**" is to the Conditions as defined in the Trust Deed, as supplemented, amended and/or replaced by the Final Terms and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Temporary Global Note.

2. **PROMISE TO PAY**

2.1 **Pay to bearer**

The Issuer, for value received, promises to pay to the bearer of this Temporary Global Note, in respect of each Note represented by this Temporary Global Note, on each instalment date (if the Notes are repayable in instalments) and on the Maturity Date or on such earlier date or dates as the same may become payable in accordance with the Conditions, the Redemption Amount or such lesser amount as is repayable upon any such redemption or repayment of instalment (or to pay such other amounts of principal on such dates as may be specified in the Final Terms), and to pay interest (if any) on the nominal amount of the Notes from time to time represented by this Temporary Global Note on the dates and in the manner specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions; **provided, however, that** such interest shall be payable only:

- 2.1.1 ***Before the Exchange Date:*** in the case of interest falling due before the Exchange Date (as defined below), to the extent that [a certificate or certificates issued by Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking S.A. ("**Clearstream**" and, together with Euroclear, the international central securities depositaries or "**ICSDs**"), and/or any other relevant clearing system

dated not earlier than the date on which such interest falls due and in substantially the form set out in Schedule 3 (*Form of Euroclear/Clearstream Certification*) hereto is/are delivered to the Specified Office of the Principal Paying Agent][the person(s) (each a "**CMU Accountholder**") for whose account a relevant interest in this Temporary Global Note is credited as being held by the Central Moneymarkets Unit Service (the "**CMU**") in accordance with CMU Rules at the relevant time. For these purposes, a notification from the CMU shall be conclusive evidence of the records of the CMU (save in the case of manifest error] and payment made in accordance thereof shall discharge the obligations of the Issuer in respect of that payment; or

2.1.2 **Failure to exchange:** in the case of interest falling due at any time, to the extent that the Issuer has failed to procure the exchange for a permanent global note of that portion of this Temporary Global Note in respect of which such interest has accrued.

2.2 **NGN Principal Amount**

If the Final Terms specify that the New Global Note form is applicable, this Temporary Global Note shall be a "New Global Note" or "NGN" and the principal amount of Notes represented by this Temporary Global Note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression in this Temporary Global Note means the records that each ICSD holds for its customers which reflect the amount of such customers' interests in the Notes (but excluding any interest in any Notes of one ICSD shown in the records of another ICSD)) shall be conclusive evidence of the principal amount of Notes represented by this Temporary Global Note and, for these purposes, a statement issued by an ICSD (which statement shall be made available to the bearer upon request) stating the principal amount of Notes represented by this Temporary Global Note at any time shall be conclusive evidence of the records of the ICSD at that time.

2.3 **CGN Principal Amount**

If the Final Terms specify that the New Global Note form is not applicable, this Temporary Global Note shall be a "Classic Global Note" or "CGN" and the principal amount of Notes represented by this Temporary Global Note shall be the amount stated in the Final Terms or, if lower, the principal amount most recently entered by or on behalf of the Issuer in the relevant column in Schedule 1 (*Payments, Exchange and Cancellation of Notes*).

3. **NEGOTIABILITY**

This Temporary Global Note is negotiable and, accordingly, title to this Temporary Global Note shall pass by delivery.

4. EXCHANGE

4.1 Permanent Global Note

If the Final Terms specify the form of Notes as being "Temporary Global Note exchangeable for a Permanent Global Note", then on or after the day following the expiry of 40 days after the date of issue of this Temporary Global Note (the "**Exchange Date**"), the Issuer shall procure (in the case of first exchange) the delivery of a Permanent Global Note (which expression has the meaning given in the Trust Deed) in accordance with the Agency Agreement to the bearer of this Temporary Global Note or (in the case of any subsequent exchange) an increase in the principal amount of the Permanent Global Note in accordance with its terms against:

4.1.1 **Presentation and surrender:** presentation and (in the case of final exchange) surrender of this Temporary Global Note to or to the order of [the Principal Paying Agent] [the CMU Lodging and Paying Agent]; and

4.1.2 **Certification:** [receipt by the Principal Paying Agent of a certificate or certificates issued by Euroclear and/or Clearstream and/or any other relevant clearing system dated not earlier than the Exchange Date and in substantially the form set out in Schedule 3 (*Form of Euroclear/Clearstream Certification*) hereto][receipt by the CMU Lodging and Paying Agent of a certificate or certificates from each CMU Accountholder dated not earlier than the Exchange Date and in substantially the form set out in Schedule 2 (*Form of CMU Accountholder's Certification*) hereto or such other form as customarily used in such circumstances for Notes cleared through the CMU].

The principal amount of Notes represented by the Permanent Global Note shall be equal to the aggregate of the principal amounts specified in [the certificates issued by Euroclear and/or Clearstream and/or any other relevant clearing system][the CMU Issue Position Report (as defined in the Agency Agreement) issued by the HKMA] and received by the [Principal Paying Agent/CMU Lodging and Paying Agent]; **provided, however, that** in no circumstances shall the principal amount of Notes represented by the Permanent Global Note exceed the initial principal amount of Notes represented by this Temporary Global Note.

[The CMU may require that any exchange for a Permanent Global Note is made in whole and not in part and in such event, no such exchange will be effected until all relevant accountholders (as set out in a CMU Issue Position Report or any other relevant notification supplied to the CMU Lodging and Paying Agent by the CMU) have so certificated].

4.2 Definitive Notes; Not D Rules

If the Final Terms specify the form of Notes as being "Temporary Global Note exchangeable for Definitive Notes" and also specifies that the C Rules are applicable or that neither the C Rules or the D Rules are applicable, then on or after the day following the expiry of 40 days after the date of issue of this Temporary Global Note (the "**Exchange Date**"), the Issuer shall procure the delivery of Definitive Notes (which

expression has the meaning given in the Agency Agreement) in accordance with the Agency Agreement with Coupons and Talons (if so specified in the Final Terms) attached and in an aggregate principal amount equal to the principal amount of Notes represented by this Temporary Global Note to the bearer of this Temporary Global Note against presentation and surrender of this Temporary Global Note to or to the order of [the Principal Paying Agent] [the CMU Lodging and Paying Agent].

4.3 **Definitive Notes; D Rules**

If the Final Terms specify the form of Notes as being "Temporary Global Note exchangeable for Definitive Notes" and also specifies that the D Rules are applicable, then on or after the day following the expiry of 40 days after the date of issue of this Temporary Global Note (the "**Exchange Date**"), the Issuer shall procure the delivery of Definitive Notes (which expression has the meaning given in the Agency Agreement) in accordance with the Agency Agreement with Coupons and Talons (if so specified in the Final Terms) attached against:

4.3.1 **Presentation and surrender:** presentation and (in the case of final exchange) surrender of this Temporary Global Note to or to the order of [the Principal Paying Agent] [the CMU Lodging and Paying Agent]; and

4.3.2 **Certification:** [receipt by the Principal Paying Agent of a certificate or certificates issued by Euroclear and/or Clearstream and/or any other relevant clearing system dated not earlier than the Exchange Date and in substantially the form set out in Schedule 3 (*Form of Euroclear/Clearstream Certification*) hereto.][receipt by the CMU Lodging and Paying Agent of a certificate or certificates from each CMU Member as identified by the CMU Issue Position Report (as defined in the Agency Agreement) issued by the HKMA, dated not earlier than the Exchange Date and in substantially the form set out in Schedule 2 (*Form of Accountholder's Certification*) hereto.]

The Definitive Notes so delivered from time to time shall be in an aggregate principal amount equal to the aggregate of the principal amounts specified in the certificates [issued by Euroclear and/or Clearstream and/or any other relevant clearing system][presented by each CMU Member] and received by the [Principal Paying Agent/CMU Lodging and Paying Agent]; **provided, however, that** in no circumstances shall the aggregate principal amount of Definitive Notes so delivered exceed the initial principal amount of Notes represented by this Temporary Global Note.

5. **DELIVERY OF PERMANENT GLOBAL OR DEFINITIVE NOTES**

5.1 **Permanent Global Note**

Whenever any interest in this Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Issuer shall procure (in the case of first exchange) the prompt delivery (free of charge to the bearer) of such Permanent Global Note, duly authenticated, to the bearer of this Temporary Global Note or (in the case of any subsequent exchange) an increase in the principal amount of Notes represented by such

Permanent Global Note in accordance with its terms, in each case in an aggregate principal amount equal to the aggregate of the principal amounts specified in the certificates [issued by Euroclear and/or Clearstream and/or any other relevant clearing system][presented by each CMU Member] and received by the [Principal Paying Agent/CMU Lodging and Paying Agent] against presentation and (in the case of final exchange) surrender of this Temporary Global Note to or to the order of the Principal Paying Agent or the CMU Lodging and Paying Agent (as applicable) within 7 days of the bearer requesting such exchange.

5.2 **Definitive Notes**

Whenever this Temporary Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the Final Terms), in an aggregate principal amount equal to the principal amount of Notes represented by this Temporary Global Note to the bearer of this Temporary Global Note against the surrender of this Temporary Global Note to or to the order of the [Principal Paying Agent] [the CMU Lodging and Paying Agent] within 30 days of the bearer requesting such exchange.

6. **WRITING DOWN**

On each occasion on which:

- 6.1 **Permanent Global Note:** the Permanent Global Note is delivered or the principal amount of Notes represented thereby is increased in accordance with its terms in exchange for a further portion of this Temporary Global Note; or
- 6.2 **Definitive Notes:** Definitive Notes are delivered in exchange for this Temporary Global Note; or
- 6.3 **Cancellation:** Notes represented by this Temporary Global Note are to be cancelled in accordance with Condition 9(j) (*Redemption and Purchase - Cancellation*),

the Issuer shall procure that:

- (a) if the Final Terms specify that the New Global Note form is not applicable, (i) the principal amount of Notes represented by the Permanent Global Note, the principal amount of such increase or (as the case may be) the aggregate principal amount of such Notes and (ii) the remaining principal amount of Notes represented by this Temporary Global Note (which shall be the previous principal amount of Notes represented by this Temporary Global Note *less* the aggregate of the amounts referred to in (i) above) are entered in Schedule 1 (*Payments, Exchange and Cancellation of Notes*) hereto, whereupon the principal amount of Notes represented by this Temporary Global Note shall for all purposes be as most recently so entered; and

- (b) if the Final Terms specify that the New Global Note form is applicable, details of the exchange or cancellation shall be entered *pro rata* in the records of the ICSDs.

7. PAYMENTS

7.1 Recording of Payments

Upon any payment being made in respect of the Notes represented by this Temporary Global Note, the Issuer shall procure that:

- 7.1.1 **CGN:** if the Final Terms specify that the New Global Note form is not applicable, details of such payment shall be entered in Schedule 1 (*Payments, Exchange and Cancellation of Notes*) hereto and, in the case of any payment of principal, the principal amount of the Notes represented by this Temporary Global Note shall be reduced by the principal amount so paid; and
- 7.1.2 **NGN:** if the Final Terms specify that the New Global Note form is applicable, details of such payment shall be entered *pro rata* in the records of the ICSDs and, in the case of any payment of principal, the principal amount of the Notes entered in the records of ICSDs and represented by this Temporary Global Note shall be reduced by the principal amount so paid.

7.2 Discharge of Issuer's obligations

Payments due in respect of Notes for the time being represented by this Temporary Global Note shall be made to the bearer of this Temporary Global Note and each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries referred to above shall not affect such discharge.

7.3 [Payments in accordance with CMU notifications

For so long as this Temporary Global Note is held by or on behalf of the CMU, payments of principal and interest in respect of Notes represented by this Temporary Global Note will be made to the person(s) for whose account(s) interests in this Temporary Global Note are credited as being held through the CMU in accordance with the CMU rules as notified to the CMU Lodging and Paying Agent by the CMU in a relevant CMU Issue Position Report or any other relevant notification by the CMU and, save in the case of final payment thereunder, no presentation of such Global Note shall be required. For these purposes, a notification from the CMU shall be conclusive evidence of the records of the CMU (save in the case of manifest error).]

8. CONDITIONS APPLY

Until this Temporary Global Note has been exchanged as provided herein or cancelled in accordance with the Agency Agreement, the bearer of this Temporary Global Note shall be subject to the Conditions and the Trust Deed and, subject as otherwise provided herein, shall be entitled to the same rights and benefits under the Conditions and the Trust Deed as if the bearer were the holder of Definitive Notes and any related Coupons

and Talons in the smallest Specified Denomination and in an aggregate principal amount equal to the principal amount of the Notes represented by this Temporary Global Note.

9. NOTICES

[Notwithstanding Condition 19 (*Notices*), while all the Notes are represented by this Temporary Global Note (or by this Temporary Global Note and the Permanent Global Note) and this Temporary Global Note is (or this Temporary Global Note and the Permanent Global Note are) deposited with a depositary or a common depositary for Euroclear and/or Clearstream and/or any other relevant clearing system (other than the CMU) or a Common Safekeeper (which expression has the meaning given in the Agency Agreement), notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with the Condition 19 (*Notices*) on the date of delivery to Euroclear and/or Clearstream and/or any other relevant clearing system.]

[Notwithstanding Condition 19 (*Notices*), while all the Notes are represented by this Temporary Global Note (or by this Temporary Global Note and the Permanent Global Note) and this Temporary Global Note is (or this Temporary Global Note and the Permanent Global Note are) deposited with a sub-custodian for the CMU, notices to Noteholders may be given by delivery of the relevant notice to persons shown in a CMU Issue Position Report (as defined in the Agency Agreement) issued by The Hong Kong Monetary Authority on the business day prior to the date of despatch of such notice. Any such notice shall be deemed to have been given to Noteholders on the second day after the day on which such notice is delivered to the persons shown in the relevant CMU Issue Position Report.]

10. MEETINGS

The holders of this Temporary Global Note shall, at any meeting of the Noteholders, be treated as having one vote in respect of each U.S.\$1 in principal amount of the Notes represented by this Temporary Global Note.

11. TRUSTEE'S POWERS

In considering the interests of Noteholders while this Temporary Global Note is held on behalf of a clearing system, the Trustee may have regard to any information provided to it by any such clearing system or its operator as to the identity (either individually or by category) of its accountholders with entitlements to this Temporary Global Note and may consider such interests as if such accountholders were the holders of this Temporary Global Note.

12. AUTHENTICATION

This Temporary Global Note shall not be valid for any purpose until it has been authenticated by and on behalf of [Deutsche Bank AG, London Branch as principal

paying agent] [Deutsche Bank AG, Hong Kong Branch as CMU lodging and paying agent].

13. EFFECTUATION

If the Final Terms specify that the New Global Note form is applicable, this Temporary Global Note shall not be valid for any purpose until it has been effectuated for and on behalf of the entity appointed as common safekeeper by the ICSDs.

14. GOVERNING LAW

This Temporary Global Note and any non-contractual obligations arising out of or in connection with it are governed by English law.

AS WITNESS the manual signature of a duly authorised person on behalf of the Issuer.

ASTRAZENECA FINANCE LLC

By: _____

[manual signature]
(*duly authorised*)

ISSUED on the Issue Date

AUTHENTICATED by and on behalf of

[DEUTSCHE BANK AG, LONDON BRANCH as principal paying agent/ **DEUTSCHE BANK AG, HONG KONG BRANCH** as CMU lodging and paying agent] without recourse, warranty or liability

By: _____

[signature]
(*duly authorised*)

EFFECTUATED for and on behalf of

as common safekeeper without
recourse, warranty or liability

By: _____

[signature]
(*duly authorised*)

[Temporary Global Note for AstraZeneca Finance LLC signature page]

SCHEDULE 1*
to the Temporary Global Note

Payments, Exchange and Cancellation of Notes

Date of payment, delivery or cancellation	Amount of interest then paid	Principal amount of Permanent Global Note then delivered or by which Permanent Global Note then increased or aggregate principal amount of Definitive Notes then delivered	Aggregate principal amount of Notes then cancelled	Remaining principal amount of this Temporary Global Note	Authorised Signature

* Schedule 1 should only be completed where the Final Terms specify that the New Global Note form is not applicable.

Date of payment, delivery or cancellation	Amount of interest then paid	Principal amount of Permanent Global Note then delivered or by which Permanent Global Note then increased or aggregate principal amount of Definitive Notes then delivered	Aggregate principal amount of Notes then cancelled	Remaining principal amount of this Temporary Global Note	Authorised Signature

SCHEDULE 2
to the Temporary Global Note

Form of Accountholder's Certification

ASTRAZENECA FINANCE LLC

[Aggregate principal amount of Series]
[Title of Notes]

guaranteed by

ASTRAZENECA PLC

This is to certify that as of the date hereof, and except as set forth below, the above-captioned Securities held by you for our account (a) are owned by persons that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States Federal income taxation regardless of its source ("**United States persons**"), (b) are owned by United States person(s) that (i) are foreign branches of a United States financial institution (as defined in U.S. Treasury Regulations Section 1.165-12(c)(1)(iv)) ("**financial institutions**") purchasing for their own account or for resale, or (ii) acquired the Securities through foreign branches of United States financial institutions and who hold the Securities through such United States financial institutions on the date hereof (and in either case (i) or (ii), each such United States financial institution hereby agrees, on its own behalf or through its agent, that you may advise the Issuer or the issuer's agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder), or (c) are owned by United States or foreign financial institution(s) for purposes of resale during the restricted period (as defined in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)), and in addition if the owner of the Securities is a United States or foreign financial institution described in clause (c) (whether or not also described in clause (a) or (b)) this is to further certify that such financial institution has not acquired the Securities for purposes of resale directly or indirectly to a United States person or to a person within the United States or its possessions.

If the Securities are of the category contemplated in Section 230.903(b)(3) of Regulation S under the Securities Act of 1933, as amended (the "**Act**"), then this is also to certify that, except as set forth below, the Securities are beneficially owned by (1) non-U.S. person(s) or (2) U.S. person(s) who purchased the Securities in transactions which did not require registration under the Act. As used in this paragraph the term "**U.S. person**" has the meaning given to it by Regulation S under the Act.

As used herein, "**United States**" means the United States of America (including the States and the District of Columbia); and its "**possessions**" include Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands.

We undertake to advise you promptly by electronic transmission on or prior to the date on which you intend to submit your certification relating to the Securities held by you for our account in accordance with your operating procedures if any applicable statement herein is not

correct on such date, and in the absence of any such notification it may be assumed that this certification applies as of such date.

This certification excepts and does not relate to [*currency*] [*amount*] of such interest in the above Securities in respect of which we are not able to certify and as to which we understand exchange and delivery of definitive Securities (or, if relevant, exercise of any rights or collection of any interest) cannot be made until we do so certify.

We understand that this certification is required in connection with certain tax laws and, if applicable, certain securities laws of the United States. In connection therewith, if administrative or legal proceedings or official enquiries are commenced or threatened in connection with which this certification is or would be relevant, we irrevocably authorise you to produce this certification to any interested party in such proceedings.

Dated: []

**[*name of account holder*]
as, or as agent for,
the beneficial owner(s) of the Securities
to which this certificate relates.**

By: _____

Authorised signatory

**SCHEDULE 3
to the Temporary Global Note**

Form of Euroclear/Clearstream Certification

ASTRAZENECA FINANCE LLC

*[Aggregate principal amount of Series]
[Title of Notes]*

guaranteed by

ASTRAZENECA PLC

This is to certify that, based solely on certifications we have received in writing, by electronic transmission from member organisations appearing in our records as persons being entitled to a portion of the principal amount set forth below (our "**Member Organisations**") substantially to the effect set forth in the temporary global note issued in respect of the securities, as of the date hereof, [*currency*] [*amount*] principal amount of the above-captioned Securities (a) is owned by persons that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States Federal income taxation regardless of its source ("**United States persons**"), (b) is owned by United States persons that (i) are foreign branches of United States financial institutions (as defined in U.S. Treasury Regulations Section 1.165-12(c)(1)(iv)) ("**financial institutions**") purchasing for their own account or for resale, or (ii) acquired the Securities through foreign branches of United States financial institutions and who hold the Securities through such United States financial institutions on the date hereof (and in either case (i) or (ii), each such United States financial institution has agreed, on its own behalf or through its agent, that we may advise the Issuer or the Issuer's agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder), or (c) is owned by United States or foreign financial institutions for purposes of resale during the restricted period (as defined in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)), and to the further effect that United States or foreign financial institutions described in clause (c) (whether or not also described in clause (a) or (b)) have certified that they have not acquired the Securities for purposes of resale directly or indirectly to a United States person or to a person within the United States or its possessions.

[If the Securities are of the category contemplated in Section 230.903(b)(3) of Regulation S under the Securities Act of 1933, as amended (the "**Act**"), then this is also to certify with respect to the principal amount of Securities set forth above that, except as set forth below, we have received in writing, by electronic transmission, from our Member Organisations entitled to a portion of such principal amount, certifications with respect to such portion substantially to the effect set forth in the temporary global note issued in respect of the Securities.]

We further certify (1) that we are not making available herewith for exchange (or, if relevant, exercise of any rights or collection of any interest) any portion of the temporary global security excepted in such certifications and (2) that as of the date hereof we have not received any notification from any of our Member Organisations to the effect that the statements made by such Member Organisations with respect to any portion of the part submitted herewith for

exchange (or, if relevant, exercise of any rights or collection of any interest) are no longer true and cannot be relied upon as of the date hereof.

We understand that this certification is required in connection with certain tax laws and, if applicable, certain securities laws of the United States. In connection therewith, if administrative or legal proceedings or official enquiries are commenced or threatened in connection with which this certification is or would be relevant, we irrevocably authorise you to produce this certification to any interested party in such proceedings.

Dated: []

Euroclear Bank SA/NV

or

Clearstream Banking S.A.

By: _____

Authorised signatory

PART H
FORM OF PERMANENT GLOBAL NOTE FOR ASTRAZENECA FINANCE LLC

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]*

[CMU Instrument No: [•]]

ASTRAZENECA FINANCE LLC
[*Aggregate principal amount of Series*]
[*Title of Notes*]

guaranteed by

ASTRAZENECA PLC

PERMANENT GLOBAL NOTE

1. INTRODUCTION

1.1 The Notes

This Global Note is issued in respect of the notes (the "**Notes**") of AstraZeneca Finance LLC (the "**Issuer**") described in the final terms (the "**Final Terms**") or drawdown prospectus ("**Drawdown Prospectus**") a copy of which is annexed hereto. If a Drawdown Prospectus is annexed hereto, each reference in this Global Note to "Final Terms" shall be read and construed as a reference to the final terms of the Notes set out in such Drawdown Prospectus. The Notes:

1.1.1 **Trust Deed:** (insofar as they are represented by this Global Note) are subject to and have the benefit of a trust deed made on 10 September 2007 and amended and restated on 4 September 2009, 29 June 2012, 28 June 2013, 24 June 2015, 5 May 2016, 21 June 2018, 12 June 2019, 10 June 2020, 24 May 2021, 15 June 2022 and on 15 June 2023 (as further amended, supplemented or restated from time to time, the "**Trust Deed**") made between the Issuer, AstraZeneca PLC and Deutsche Trustee Company Limited as trustee (the "**Trustee**", which expression shall include all persons for the time being the trustee or trustees appointed under the Trust Deed); and

1.1.2 **Agency Agreement:** are the subject of an amended and restated agency agreement dated 15 June 2022 (as amended supplemented or restated from time to time) (the "**Agency Agreement**") made between, among others, the Issuer, AstraZeneca PLC, the Trustee, Deutsche Bank AG, Hong Kong Branch as CMU lodging and paying agent (the "**CMU Lodging and Paying Agent**",

* Legend to appear on every Note with a maturity of more than one year.

which expression includes any successor or additional CMU lodging and paying agent appointed from time to time in connection with the Notes), Deutsche Bank AG, London Branch as principal paying agent (the "**Principal Paying Agent**", which expression includes any successor or additional principal paying agent appointed from time to time in connection with the Notes, and, together with the CMU Lodging and Paying Agent and any additional or successor paying agents appointed from time to time in connection with the Notes, the "**Paying Agents**").

1.2 **Construction**

All references in this Global Note to an agreement, instrument or other document (including the Agency Agreement and the Trust Deed) shall be construed as a reference to that agreement, instrument or other document as the same may be amended, supplemented, replaced or novated from time to time **provided that**, in the case of any amendment, supplement, replacement or novation made after the date hereof, it is made in accordance with the Conditions and the Trust Deed. Headings and sub-headings are for ease of reference only and shall not affect the construction of this Global Note.

1.3 **References to Conditions**

Any reference herein to the "**Conditions**" is to the Terms and Conditions of the Notes set out in Schedule 2 (*Terms and Conditions of the Notes*) hereto, as supplemented, amended and/or replaced by the Final Terms and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Global Note.

2. **PROMISE TO PAY**

2.1 **Pay to bearer**

The Issuer, for value received, promises to pay to the bearer of this Global Note, in respect of each Note represented by this Global Note, on each instalment date (if the Notes are repayable in instalments) and on the Maturity Date or on such earlier date or dates as the same may become payable in accordance with the Conditions, the Redemption Amount or such lesser amount as is repayable upon any such redemption or repayment of instalment (or to repay such other amounts of principal on such dates as may be specified in the Final Terms and to pay interest (if any) on the nominal amount of the Notes from time to time represented by this Global Note on the dates and in the manner specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

2.2 **NGN Principal Amount**

If the Final Terms specify that the New Global Note form is applicable, this Global Note shall be a "**New Global Note**" or "**NGN**" and the principal amount of Notes represented by this Global Note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression in this

Global Note means the records that each ICSD holds for its customers which reflect the amount of such customers' interests in the Notes (but excluding any interest in any Notes of one ICSD shown in the records of another ICSD)) shall be conclusive evidence of the principal amount of Notes represented by this Global Note and, for these purposes, a statement issued by an ICSD (which statement shall be made available to the bearer upon request) stating the principal amount of Notes represented by this Global Note at any time shall be conclusive evidence of the records of the ICSD at that time.

2.3 **CGN Principal Amount**

If the Final Terms specify that the New Global Note form is not applicable, this Global Note shall be a "Classic Global Note" or "CGN" and the principal amount of Notes represented by this Global Note shall be the amount stated in the Final Terms or, if lower, the principal amount most recently entered by or on behalf of the Issuer in the relevant column in Schedule 1 (*Payments, Exchange and Cancellation of Notes*)

3. **NEGOTIABILITY**

This Global Note is negotiable and, accordingly, title to this Global Note shall pass by delivery.

4. **EXCHANGE**

This Global Note will become exchangeable, in whole but not in part only and at the request of the bearer of this Global Note, for Definitive Notes (which expression has the meaning given in the Trust Deed) in accordance with the Agency Agreement:

- 4.1 **Upon notice:** on the expiry of such period of notice as may be specified in the Final Terms; or
- 4.2 **Upon demand:** at any time, if so specified in the Final Terms; or
- 4.3 **In limited circumstances:** if the Final Terms specify "in the limited circumstances described in the Permanent Global Note", then if either of the following events occurs:
 - 4.3.1 **Closure of clearing systems:** [Euroclear Bank SA/NV ("**Euroclear**") or Clearstream Banking S.A. ("**Clearstream**" and, together with Euroclear, the international central securities depositaries or "**ICSDs**"), or any other relevant clearing system][The Hong Kong Monetary Authority as operator of the Central Moneymarkets Unit Service (the "**CMU**") is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business and no successor clearing system approved by the Trustee is available; or
 - 4.3.2 **Event of Default:** an Event of Default as defined in Condition 13 (*Events of Default*) occurs and the Notes become due and payable.

5. DELIVERY OF DEFINITIVE NOTES

Whenever this Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the Final Terms), in an aggregate principal amount equal to the principal amount of Notes represented by this Global Note to the bearer of this Global Note against the surrender of this Global Note to or to the order of [the Principal Paying Agent] [the CMU Lodging and Paying Agent] within 30 days of the bearer requesting such exchange.

6. WRITING DOWN

On each occasion on which:

- 6.1 **Payment of principal:** a payment of principal is made in respect of this Global Note;
- 6.2 **Definitive Notes:** Definitive Notes are delivered; or
- 6.3 **Cancellation:** Notes represented by this Global Note are to be cancelled in accordance with Condition 9(j) (*Redemption and Purchase – Cancellation*),

the Issuer shall procure that:

- (a) if the Final Terms specify that the New Global Note Form is not applicable, (i) the amount of such payment and the aggregate principal amount of such Notes; and (ii) the remaining principal amount of Notes represented by this Global Note (which shall be the previous principal amount hereof *less* the aggregate of the amounts referred to in (i) above) are entered in Schedule 1 (*Payment, Exchanges against Temporary Global Note, Delivery of Definitive Notes and Cancellation of Notes*) hereto, whereupon the principal amount of Notes represented by this Global Note shall for all purposes be as most recently so entered; and
- (b) if the Final Terms specify that the New Global Note Form is applicable, details of the exchange or cancellation shall be entered *pro rata* in the records of the ISCDs.

7. WRITING UP

7.1 Initial Exchange

If this Global Note was originally issued in exchange for part only of a temporary global note representing the Notes, then all references in this Global Note to the principal amount of Notes represented by this Global Note shall be construed as references to the principal amount of Notes represented by the part of the temporary global note in exchange for which this Global Note was originally issued which the Issuer shall procure:

- 7.1.1 **CGN:** if the Final Terms specify that the New Global Note form is not applicable, is entered in Schedule 1 (*Payments, Exchanges against Temporary Global Note, Delivery of Definitive Notes and Cancellation of Notes*) hereto, whereupon the principal amount of Notes represented by this Global Note shall for all purposes be as most recently so entered; and
- 7.1.2 **NGN:** if the Final Terms specify that the New Global Note form is applicable, is entered by the ICSDs in their records.

7.2 **Subsequent Exchange**

If at any subsequent time any further portion of such temporary global note is exchanged for an interest in this Global Note, the principal amount of Notes represented by this Global Note shall be increased by the amount of such further portion, and the Issuer shall procure that the principal amount of Notes represented by this Global Note (which shall be the previous principal amount of Notes represented by this Global Note *plus* the amount of such further portion) is:

- 7.2.1 **CGN:** if the Final Terms specify that the New Global Note form is not applicable, entered in Schedule 1 (*Payments, Exchanges against Temporary Global Note, Delivery of Definitive Notes and Cancellation of Notes*) hereto, whereupon the principal amount of this Global Note shall for all purposes be as most recently so entered; and
- 7.2.2 **NGN:** if the Final Terms specify that the New Global Note form is applicable, entered by the ICSDs in their records.

8. **PAYMENTS**

8.1 **Recording of Payments**

Upon any payment being made in respect of the Notes represented by this Global Note, the Issuer shall procure that:

- 8.1.1 **CGN:** if the Final Terms specify that the New Global Note form is not applicable, details of such payment shall be entered in Schedule 1 (*Payments, Exchange and Cancellation of Notes*) hereto and, in the case of any payment of principal, the principal amount of the Notes represented by this Global Note shall be reduced by the principal amount so paid; and
- 8.1.2 **NGN:** if the Final Terms specify that the New Global Note form is applicable, details of such payment shall be entered *pro rata* in the records of the ICSDs and, in the case of any payment of principal, the principal amount of the Notes entered in the records of ICSDs and represented by this Global Note shall be reduced by the principal amount so paid.

8.2 Discharge of Issuer's obligations

Payments due in respect of Notes for the time being represented by this Global Note shall be made to the bearer of this Global Note and each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries referred to above shall not affect such discharge.

8.3 [Payments in accordance with CMU notifications

For so long as this Global Note is held by or on behalf of the CMU, payments of principal and interest in respect of Notes represented by this Global Note will be made to the person(s) for whose account(s) interests in this Global Note are credited as being held through the CMU in accordance with the CMU Rules as notified to the CMU Lodging and Paying Agent by the CMU in a relevant CMU Issue Position Report or any other relevant notification by the CMU and, save in the case of final payment thereunder, no presentation of such Global Note shall be required. For these purposes, a notification from the CMU shall be conclusive evidence of the records of the CMU (save in the case of manifest error).]

9. CONDITIONS APPLY

Until this Global Note has been exchanged as provided herein or cancelled in accordance with the Agency Agreement, the bearer of this Global Note shall be subject to the Conditions and, subject as otherwise provided herein, shall be entitled to the same rights and benefits under the Conditions as if the bearer were the holder of Definitive Notes and any related Coupons and Talons in the smallest Specified Denomination and in an aggregate principal amount equal to the principal amount of Notes represented by this Global Note.

10. EXERCISE OF PUT OPTION

For so long as all of the Notes are represented by one or both of the Global Notes and such Global Note(s) is/are held on behalf of Euroclear and/or Clearstream and/or the CMU, the option of the Noteholders provided for in Condition 9(f) (*Redemption and Purchase – Redemption at the option of the Noteholders*) may be exercised, in the case of Notes other than CMU Notes, by an accountholder giving notice to the Principal Paying Agent in accordance with the standard procedures of Euroclear and Clearstream (which may include notice being given on his instructions by Euroclear or Clearstream or any common depositary for them to the Principal Paying Agent by electronic means) or, in the case of CMU Notes, by an accountholder giving notice to the CMU Lodging and Paying Agent in accordance with the standard procedures of the CMU (which may include notice being given on his instructions by a sub-custodian of the CMU by electronic means), of the principal amount of the Notes in respect of which such option is exercised and at the same time presenting or procuring the presentation of the relevant Global Note to the Principal Paying Agent or, as the case may be, the CMU Lodging and Paying Agent for notation accordingly within the time limits set forth in the relevant Condition.

11. EXERCISE OF CALL OPTION

For so long as all of the Notes are represented by one or both of the temporary global note and this Global Note and such Global Note(s) is/are held on behalf of Euroclear and/or Clearstream, or the CMU no drawing of Notes will be required under Condition 9(d) (*Redemption and Purchase – Partial redemption*) in the event that the Issuer exercises its call option pursuant to Condition 9(c) (*Redemption and Purchase – Redemption at the option of the Issuer*) in respect of less than the aggregate principal amount of the Notes outstanding at such time. In such event, the standard procedures [of Euroclear and/or Clearstream] [the CMU] shall operate to determine which interests in the Global Note(s) are to be subject to such option.

12. NOTICES

[Notwithstanding Condition 19 (*Notices*), while all the Notes are represented by this Global Note (or by this Global Note and a temporary global note) and this Global Note is (or this Global Note and the temporary global note are) deposited with a depositary or a common depositary for Euroclear and/or Clearstream and/or any other relevant clearing system (other than the CMU) or a Common Safekeeper (which expression has the meaning given in the Agency Agreement), notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with Condition 19 (*Notices*) on the date of delivery to Euroclear and/or Clearstream and/or any other relevant clearing system.]

[Notwithstanding Condition 19 (*Notices*) while this Permanent Global Note is deposited with a sub-custodian for the CMU, notices may be given by delivery to persons shown in a CMU Issue Position Report (as defined in the Agency Agreement) issued by the HKMA on the business day prior to the date of despatch of such notice. Any such notice shall be deemed to have been given to Noteholders on the second day after the day on which such notice is delivered to the persons shown in the relevant CMU Issue Position Report, in accordance with Condition 19 (*Notices*); **provided, however, that** so long as the Notes are Listed Notes, notices shall also be published as the FCA may require.]

Whilst any Notes held by a Noteholder are represented by a Global Note, notices to be given by such Noteholder may be given by such Noteholder to the Principal Paying Agent or, as the case may be, the CMU Lodging and Paying Agent, through Euroclear and/or Clearstream and/or the CMU, as the case may be, in such a manner as the Principal Paying Agent or, as the case may be, the CMU Lodging and Paying Agent, and Euroclear and/or Clearstream and/or the CMU, as the case may be, may approve for this purpose.

13. MEETINGS

The holders of this Global Note shall, at any meeting of the Noteholders, be treated as having one vote in respect of each U.S.\$1 in principal amount of the Notes represented by this Global Note.

14. TRUSTEE'S POWERS

In considering the interests of Noteholders while this Global Note is held on behalf of a clearing system, the Trustee may have regard to any information provided to it by any such clearing system or its operator as to the identity (either individually or by category) of its accountholders with entitlements to this Global Note and may consider such interests as if such accountholders were the holders of this Global Note.

15. AUTHENTICATION

This Global Note shall not be valid for any purpose until it has been authenticated by and on behalf of [Deutsche Bank AG, London Branch as principal paying agent/ Deutsche Bank AG, Hong Kong Branch as CMU lodging and paying agent].

16. EFFECTUATION

If the Final Terms specify that the New Global Note form is applicable, this Permanent Global Note shall not be valid for any purpose until it has been effectuated for and on behalf of the entity appointed as Common Safekeeper (which expression has the meaning given in the Agency Agreement).

17. GOVERNING LAW

This Global Note and any non-contractual obligations arising out of or in connection with it are governed by English law.

AS WITNESS the manual signature of a duly authorised person on behalf of the Issuer.

ASTRAZENECA FINANCE LLC

By: _____

[manual signature]
(duly authorised)

[Permanent Global Note for AstraZeneca Finance LLC signature page]

ISSUED on the Issue Date

AUTHENTICATED for and on behalf of
[**Deutsche Bank AG, London Branch** as principal paying agent/ **Deutsche Bank AG, Hong Kong Branch** as CMU lodging and paying agent] without
recourse, warranty or liability

By: _____

[signature]
(*duly authorised*)

EFFECTUATED for and on behalf of

as common safekeeper without
recourse, warranty or liability

By: _____

[signature]
(*duly authorised*)

**³SCHEDULE 1
TO THE PERMANENT GLOBAL NOTE**

**Payments, Exchanges against Temporary Global Note, Delivery of Definitive Notes and
Cancellation of Notes**

Date of payment, exchange, delivery or cancellation	Amount of interest then paid	Amount of principal then paid	Principal amount of Temporary Global Note then exchanged	Aggregate principal amount of Definitive Notes then delivered	Aggregate principal amount of Notes then cancelled	New principal amount of this Global Note	Authorised signature

³ Schedule 1 should only be completed where the Final Terms specify that the New Global Note form is not applicable.

**SCHEDULE 2
TO THE PERMANENT GLOBAL NOTE**

Terms and Conditions of the Notes
[As set out in Schedule 1 to the Trust Deed]

PART I
FORM OF DEFINITIVE NOTE FOR ASTRAZENECA FINANCE LLC

[*currency*][*denomination*]

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]*

ASTRAZENECA FINANCE LLC
[*Aggregate principal amount of Series*]
[*Title of Notes*]

guaranteed by

ASTRAZENECA PLC

This Note is one of a series of notes (the "**Notes**") of AstraZeneca Finance LLC (the "**Issuer**") described in the final terms (the "**Final Terms**") or drawdown prospectus ("**Drawdown Prospectus**") a copy of the relevant particulars of which is endorsed on this Note. Any reference herein to the "**Conditions**" is to the Terms and Conditions of the Notes endorsed on this Note, as completed by the Final Terms or as supplemented, amended and/or replaced by the Drawdown Prospectus and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Note.

The Issuer, for value received, promises to pay to the bearer of this Note the Redemption Amount on the Maturity Date or on such earlier date or dates as the same may become payable in accordance with the Conditions (or to pay such other amounts of principal on such dates as may be specified in the Final Terms or Drawdown Prospectus), and to pay interest (if any) on the nominal amount of this Note on the dates and in the manner specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

This Note shall not be valid for any purpose until it has been authenticated by and on behalf of [Deutsche Bank AG, London Branch as principal paying agent/ Deutsche Bank AG, Hong Kong Branch as CMU lodging and paying agent].

This Note and any non-contractual obligations arising out of or in connection with it are governed by English law.

* Legend to appear on every Note with a maturity of more than one year.

AS WITNESS the manual signature of a duly authorised person on behalf of the Issuer.

ASTRAZENECA FINANCE LLC

By: _____

[manual signature]
(*duly authorised*)

[*Definitive note for AstraZeneca Finance LLC signature page*]

ISSUED on the Issue Date

AUTHENTICATED by and on behalf of
[DEUTSCHE BANK AG, LONDON BRANCH as principal paying agent/ **DEUTSCHE BANK AG, HONG KONG BRANCH** as CMU lodging and paying agent] without recourse, warranty or liability

By: _____

[signature]
(*duly authorised*)

[On the reverse of the Note:]

FINAL TERMS

The following is a copy of the relevant particulars of the Final Terms or Drawdown Prospectus.

TERMS AND CONDITIONS

[As set out in Schedule 1 to the Trust Deed]

[At the foot of the Terms and Conditions:]

[PRINCIPAL PAYING AGENT

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB]

[CMU LODGING AND PAYING AGENT

Deutsche Bank AG, Hong Kong Branch
Level 60 International Commerce Centre
1 Austin Road West
Kowloon
Hong Kong]

PART J
FORM OF RECEIPT FOR ASTRAZENECA FINANCE LLC

ASTRAZENECA FINANCE LLC

guaranteed by

ASTRAZENECA PLC

[*Aggregate principal amount of Series*]

[*Title of Notes*]

Receipt for the sum of [] being the instalment of principal payable in accordance with the Terms and Conditions applicable to the Note to which this Receipt appertains (the "**Conditions**") on [].

This Receipt is issued subject to and in accordance with the Conditions which shall be binding upon the holder of this Receipt (whether or not it is for the time being attached to such Note) and is payable at the specified office of any of the Paying Agents set out on the reverse of the Note to which this Receipt appertains (and/or any other or further Paying Agents and/or specified offices as may from time to time be duly appointed and notified to the Noteholders).

This Receipt must be presented for payment together with the Note to which it appertains. The Issuer shall have no obligation in respect of any Receipt presented without the Note to which it appertains or any unmatured Receipts.

[ANY UNITED STATES PERSON (AS DEFINED IN THE INTERNAL REVENUE CODE OF THE UNITED STATES) WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]⁴

⁴ Legend to appear on every Note with a maturity of more than one year.

PART K
FORM OF COUPON FOR ASTRAZENECA FINANCE LLC

[On the face of the Coupon:]

[For Fixed Rate Notes]

ASTRAZENECA FINANCE LLC
***[Title of Notes]* guaranteed by ASTRAZENECA PLC**

Coupon for *[currency]**[amount of interest payment]* due on *[interest payment date]*.

Such amount is payable, subject to the terms and conditions (the "**Conditions**") endorsed on the Note to which this Coupon relates (which are binding on the holder of this Coupon whether or not it is for the time being attached to such Note), against presentation and surrender of this Coupon at the specified office for the time being of any of the agents shown on the reverse of this Coupon (or any successor or additional agents appointed from time to time in accordance with the Conditions).

[For Floating Rate Notes]

ASTRAZENECA FINANCE LLC
***[Title of Notes]* guaranteed by ASTRAZENECA PLC**

This Coupon relates to a Note in the denomination of *[currency]* *[amount]*.

Coupon for the amount of interest due on the Interest Payment Date falling in *[month and year]*.

Such amount is payable, subject to the terms and conditions (the "**Conditions**") endorsed on the Note to which this Coupon relates (which are binding on the holder of this Coupon whether or not it is for the time being attached to such Note), against presentation and surrender of this Coupon at the specified office for the time being of any of the agents shown on the reverse of this Coupon (or any successor or additional agents appointed from time to time in accordance with the Conditions).

The Note to which this Coupon relates may, in certain circumstances specified in the Conditions, fall due for redemption before the maturity date of this Coupon. In such event, this Coupon shall become void and no payment will be made in respect hereof.

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]*

* Legend to appear on every Note with a maturity of more than one year.

[On the reverse of the Coupon:]

[Principal Paying Agent: Deutsche Bank AG, London Branch, Winchester House, 1 Great Winchester Street, London EC2N 2DB/

CMU Lodging and Paying Agent: Deutsche Bank AG, Hong Kong Branch, Level 60 International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong]

PART L
FORM OF TALON FOR ASTRAZENECA FINANCE LLC

[On the face of the Talon:]

ASTRAZENECA FINANCE LLC
[Title of Notes] guaranteed by ASTRAZENECA PLC

Talon for further Coupons.

On or after the maturity date of the final Coupon which is (or was at the time of issue) part of the Coupon Sheet to which this Talon is (or was at the time of issue) attached, this Talon may be exchanged at the specified office for the time being of the [principal paying agent/CMU lodging and paying agent] shown on the reverse of this Talon (or any successor [principal paying agent/CMU lodging and paying agent] appointed from time to time in accordance with the terms and conditions (the "**Conditions**") of the Notes to which this Talon relates) for a further Coupon Sheet (including a further Talon but excluding any Coupons in respect of which claims have already become void pursuant to the Conditions).

The Note to which this Talon relates may, in certain circumstances specified in the Conditions, fall due for redemption before the maturity date of such final Coupon. In such event, this Talon shall become void and no Coupon will be delivered in respect hereof.

[ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.]*

[On the reverse of the Talon:]

[Principal Paying Agent: Deutsche Bank AG, London Branch, Winchester House, 1 Great Winchester Street, London EC2N 2DB/

CMU Lodging and Paying Agent: Deutsche Bank AG, Hong Kong Branch, Level 60 International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong]

* Legend to appear on every Note with a maturity of more than one year.

SCHEDULE 3

PART A FORM OF GLOBAL REGISTERED NOTE FOR ASTRAZENECA PLC

[THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE "SECURITIES ACT") OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM THE REGISTRATION UNDER THE SECURITIES ACT.]

[[CMU Instrument No.]/[ISIN]: [•]]

[Common Code: [•]]

ASTRAZENECA PLC

[Aggregate principal amount of Series]

[Title of Notes]

GLOBAL REGISTERED NOTE

[Registered Holder

This is to certify that: [•]

is the person registered in the register maintained by the CMU Lodging Agent/ICSD Registrar in relation to the Notes (the "**Register**") as the duly registered holder (the "**Holder**") of an aggregate principal amount of Notes equal to the Aggregate Nominal Amount specified in the Final Terms or Drawdown Prospectus (as applicable and each as defined below) or if the Aggregate Nominal Amount in respect of the Series specified in the Final Terms or Drawdown Prospectus (as applicable) is different from the Aggregate Nominal Amount in respect of the Tranche specified in the Final Terms or Drawdown Prospectus (as applicable), the Aggregate Nominal Amount in respect of the Tranche specified in such Final Terms or Drawdown Prospectus.]⁵

1. INTRODUCTION

1.1 The Notes

This Global Registered Note is issued in respect of the notes (the "**Notes**") of AstraZeneca PLC (the "**Issuer**") described in the final terms (the "**Final Terms**") or drawdown prospectus ("**Drawdown Prospectus**") a copy of which is annexed hereto. [If a Drawdown Prospectus is annexed hereto, each reference in this Global Registered

⁵ To be inserted into all Global Registered Notes issued through the CMU.

Note to "Final Terms" shall be read and construed as a reference to the final terms of the Notes set out in such Drawdown Prospectus. The Notes:

- 1.1.1 *Trust Deed*: are subject to and have the benefit of a trust deed made on 10 September 2007 and amended and restated on 4 September 2009, 29 June 2012, 28 June 2013, 24 June 2015, 5 May 2016, 21 June 2018, 12 June 2019, 10 June 2020, 24 May 2021, 15 June 2022 and on 15 June 2023 (as further amended, supplemented or restated from time to time, the "**Trust Deed**") made between the Issuer, AstraZeneca Finance LLC and Deutsche Trustee Company Limited as trustee (the "**Trustee**", which expression shall include all persons for the time being the trustee or trustees appointed under the Trust Deed);
- 1.1.2 *Agency Agreement*: are the subject of an amended and restated agency agreement dated 15 June 2022 (as amended, supplemented or restated from time to time, the "Agency Agreement") made between the Issuer, AstraZeneca Finance LLC, Deutsche Bank Trust Company Americas as ICSD registrar (the "**ICSD Registrar**" which expression includes any successor registrar appointed from time to time in connection with the Notes), Deutsche Bank AG, Hong Kong Branch as CMU registrar (the "**CMU Registrar**" which expression includes any successor registrar appointed from time to time in connection with the Notes), the Trustee, Deutsche Bank AG, Hong Kong Branch as CMU lodging and paying agent, Deutsche Bank AG, London Branch as principal paying agent and the other paying agents and the transfer agents named therein.

1.2 Construction

All references in this Global Registered Note to an agreement, instrument or other document (including the Agency Agreement and the Trust Deed) shall be construed as a reference to that agreement, instrument or other document as the same may be amended, supplemented, replaced or novated from time to time *provided that*, in the case of any amendment, supplement, replacement or novation made after the date hereof, it is made in accordance with the Conditions. Headings and sub-headings are for ease of reference only and shall not affect the construction of this Global Registered Note.

1.3 References to Conditions

Any reference herein to the "**Conditions**" is to the Terms and Conditions of the Notes set out in Schedule 1 (*Terms and Conditions of the Notes*) hereto, as supplemented, amended and/or replaced by the Final Terms, and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Global Registered Note.

2. REGISTERED HOLDER

This certifies that [the Hong Kong Monetary Authority is the person registered]/[the person whose name is entered] in the register maintained by [ICSD Registrar]/[CMU Registrar] in relation to the Notes (the "**Register**") is the duly registered holder (the "**Holder**") of the aggregate principal amount equal to the Aggregate Nominal Amount specified in the Final Terms or (if the Aggregate Nominal Amount in respect of the

Series specified in the Final Terms is different from the Aggregate Nominal Amount in respect of the Tranche specified in the Final Terms) the Aggregate Nominal Amount in respect of the Tranche specified in the Final Terms.

3. **PROMISE TO PAY**

The Issuer, for value received, promises to pay to the Holder, in respect of each Note represented by this Global Registered Note, the Redemption Amount on the Maturity Date or on such earlier date or dates as the same may become payable in accordance with the Conditions (or to pay such other amounts of principal on such dates as may be specified in the Final Terms), and to pay interest on each such Note on the dates and in the manner specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

4. **PAYMENT CONDITIONS**

4.1 *Payment Business Day:* If the currency of any payment made in respect of Notes represented by this Global Registered Note is euro, the applicable Payment Business Day shall be any day which is a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or, if the currency of any payment made in respect of Notes represented by this Global Registered Note is not euro, the applicable Payment Business Day shall be any day which is a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre.

4.2 *Payment Record Date:* Each payment made in respect of this Global Registered Note will be made to the person shown as the Holder in the Register at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (the "**Record Date**") where "**Clearing System Business Day**" means a day on which each clearing system for which this Global Registered Note is being held is open for business.

4.3 [*Payments in accordance with CMU notification:* All payments in respect of this Global Registered Note to the extent it is held in the CMU shall be made to the Relevant Person(s) (as defined below). In this paragraph, Relevant Person(s) means the person(s) for whose account(s) interests in this Global Registered Note are credited as being held through the CMU in accordance with the agreements, rules and regulations governing the CMU (the "**CMU Rules**") one business day prior to the relevant payment date and payment made in accordance thereof shall be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Notes. Save in the case of final payment thereunder, no presentation of such Global Registered Note shall be required.]

5. **EXCHANGE FOR INDIVIDUAL NOTE CERTIFICATES**

This Global Registered Note will be exchanged in whole (but not in part) for duly authenticated and completed Individual Note Certificates (which expression has the meaning given in the Trust Deed) in accordance with the Agency Agreement:

5.1 *Upon notice:* on the expiry of such period of notice as may be specified in the Final Terms; or

- 5.2 *Upon demand:* at any time, if so specified in the Final Terms; or
- 5.3 *In limited circumstances:* if the Final Terms specifies "in the limited circumstances described in the Global Registered Note ", then if either of the following events occurs:
- 5.3.1 *Closure of clearing systems:* [Euroclear Bank S.A./N.V. ("**Euroclear**") or Clearstream Banking S.A. ("**Clearstream, Luxembourg**")/the Hong Kong Monetary Authority as operator of the Central Moneymarkets Unit Service (the "**CMU**")]] or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or
- 5.3.2 *Event of Default:* an Event of Default as defined in Condition 13 (*Events of Default*) occurs and the Notes become due and payable.

6. DELIVERY OF INDIVIDUAL NOTE CERTIFICATES

Whenever this Global Registered Note is to be exchanged for Individual Note Certificates, such Individual Note Certificates shall be issued in an aggregate principal amount equal to the principal amount of this Global Registered Note within five business days of the delivery, by or on behalf of the Holder, [Euroclear and/or Clearstream, Luxembourg and/or the CMU] to the ICSD Registrar or CMU Registrar of such information as is required to complete and deliver such Individual Note Certificates (including, without limitation, the names and addresses of the persons in whose names the Individual Note Certificates are to be registered and the principal amount of each such person's holding) against the surrender of this Global Registered Note at the Specified Office of the of the ICSD Registrar or CMU Registrar. Such exchange shall be effected in accordance with the provisions of the Agency Agreement and the regulations concerning the transfer and registration of Notes scheduled thereto and, in particular, shall be effected without charge to any Holder, but against such indemnity as the ICSD Registrar or CMU Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange. In this paragraph, "business day" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the city in which the ICSD Registrar or CMU Registrar has its Specified Office.

7. CONDITIONS APPLY

Save as otherwise provided herein, the Holder of this Global Registered Note shall have the benefit of, and be subject to, the Conditions and, for the purposes of this Global Registered Note, any reference in the Conditions to "**Note Certificate**" or "**Note Certificates**" shall, except where the context otherwise requires, be construed so as to include this Global Registered Note.

8. EXERCISE OF PUT OPTION

In order to exercise the option contained in Condition 9(f) (*Redemption and Purchase – Redemption at the option of the Noteholders*), the bearer of this Global Note must within the period specified in the Conditions for the deposit of the relevant Note and Put Option Notice (as such expression is defined in the Agency Agreement), in the case of Notes other than CMU Notes, give notice of such exercise to the Principal

Paying Agent, in accordance with the rules and procedures of Euroclear, Clearstream, Luxembourg and/or any other relevant clearing system, specifying the principal amount of Notes in respect of which the Put Option is being exercised, or, in the case of CMU Notes, give notice of such exercise to the CMU Lodging and Paying Agent, in accordance with the rules and procedures of the CMU (which may include notice being given on his instructions by a sub-custodian of the CMU by electronic means), specifying the principal amount of Notes in respect of which the Put Option is being exercised and at the same time presenting or procuring the presentation of the relevant Global Note to the CMU Lodging and Paying Agent for notation accordingly within the time limits set forth in the relevant Condition. Any such notice shall be irrevocable and may not be withdrawn.

9. EXERCISE OF CALL OPTION

In connection with an exercise of the option contained in Condition 9(f) (*Redemption and Purchase – Redemption at the option of the Noteholders*) in relation to some only of the Notes, the Notes represented by this Global Registered Note may be redeemed in part in the principal amount specified by the Issuer in accordance with the Conditions and the Notes to be redeemed will not be selected as provided in the Conditions but in accordance with the rules and procedures of [Euroclear, Clearstream, Luxembourg]/[the CMU] (to be reflected in the records of [Euroclear and Clearstream, Luxembourg]/[the CMU] as either a pool factor or a reduction in principal amount, at their discretion).

10. NOTICES

[Notwithstanding Condition 19 (*Notices*), so long as this Global Registered Note is held on behalf of Euroclear, Clearstream, Luxembourg or any other clearing system (an "**Alternative Clearing System**"), notices to Holders of Notes represented by this Global Registered Note may be given by delivery of the relevant notice to Euroclear, Clearstream, Luxembourg or (as the case may be) such Alternative Clearing System].

[Notwithstanding Condition 19 (*Notices*) while this Global Registered Note is deposited with a sub custodian for the CMU, notices may be given by delivery to persons shown in a CMU Issue Position Report (as defined in the Trust Deed) issued by the CMU on the business day prior to the date of despatch of such notice. Any such notice shall be deemed to have been given to Noteholders on the second day after the day on which such notice is delivered to the persons shown in the relevant CMU Issue Position Report.]

11. DETERMINATION OF ENTITLEMENT

This Global Registered Note is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Global Registered Note.

12. AUTHENTICATION

This Global Registered Note shall not be valid for any purpose until it has been authenticated for and on behalf of [[Deutsche Bank AG, London Branch]/[Deutsche Bank AG, Hong Kong Branch]] as [Principal Paying Agent]/[CMU] registrar.

13. [EFFECTUATION]

This Global Registered Note shall not be valid for any purpose until it has been effectuated for or on behalf of the entity appointed as common safekeeper by Euroclear or Clearstream, Luxembourg.]

14. GOVERNING LAW

This Global Registered Note and any non-contractual obligations arising out of or in connection with it are governed by English law.

AS WITNESS the manual signature of a duly authorised person for and on behalf of the Issuer.

ASTRAZENECA PLC

By:.....

[manual signature]

(duly authorised)

ISSUED on the Issue Date

AUTHENTICATED for and on behalf of

[[Deutsche Bank AG, London Branch]/[Deutsche Bank AG, Hong Kong Branch]] as [Principal Paying Agent]/[CMU] registrar without recourse, warranty or liability

By:
[manual signature]
(*duly authorised*)

[EFFECTUATED for and on behalf of

[COMMON SAFEKEEPER] as common safekeeper

without recourse, warranty or liability

By:
[*manual signature*]
(*duly authorised*)

FORM OF TRANSFER

FOR VALUE RECEIVED, being the registered holder of this Global Registered Note, hereby transfers to.....

.....
of.....
.....

[currency] in principal amount of the Notes and irrevocably requests and authorises [[Deutsche Bank Trust Company Americas]/[Deutsche Bank AG, Hong Kong Branch]], in its capacity as [ICSD]/[CMU] registrar in relation to the Notes (or any successor to [[Deutsche Bank Trust Company Americas]/[Deutsche Bank AG, Hong Kong Branch]], in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

Dated:

By:
(duly authorised)

Notes

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Global Registered Note.

- (a) A representative of such registered holder should state the capacity in which such representative signs, e.g. executor.
- (b) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the [ICSD]/[CMU] Registrar may require.
- (c) Any transfer of Notes shall be in an amount equal to a Specified Denomination.

SCHEDULE 1
Terms and Conditions of the Notes

PART B
FORM OF INDIVIDUAL NOTE CERTIFICATE FOR ASTRAZENECA PLC

[CMU Instrument No: [•]/ISIN: [•]]
[CUSIP No.: [•]]

ASTRAZENECA PLC

[Aggregate principal amount of Series]
[Title of Notes]

INDIVIDUAL NOTE CERTIFICATE

This Note Certificate is issued in respect of a series of notes (the "**Notes**") of AstraZeneca PLC (the "**Issuer**") described in the final terms (the "**Final Terms**") or drawdown prospectus ("**Drawdown Prospectus**") a copy of the relevant particulars of which is endorsed on this Note. Any reference herein to the "**Conditions**" is to the Terms and Conditions of the Notes endorsed on this Note, as supplemented, amended and/or replaced by the Final Terms or Drawdown Prospectus, and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Note.

This is to certify that:

.....
of
.....

is the person registered in the register maintained by the [ICSD]/[CMU] Registrar in relation to the Notes (the "**Register**") as the duly registered holder or, if more than one person is so registered, the first-named of such persons (the "**Holder**") of:

[*currency*].....
(..... [**CURRENCY IN WORDS**])

in aggregate principal amount of the Notes.

The Issuer, for value received, hereby promises to pay the Redemption Amount to the Holder on Maturity Date or on such earlier date or dates as the same may become payable in accordance with the Conditions (or to pay such other amounts of principal on such dates as may be specified in the Final Terms or Drawdown Prospectus), and to pay interest on this Note on the dates and in the manner specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

This Note Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Note Certificate.

This Note Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of [[Deutsche Bank AG, London Branch]/[Deutsche Bank AG, Hong Kong Branch]] as [Principal Paying Agent]/[CMU] registrar.

This Note and any non-contractual obligations arising out of or in connection with it are governed by English law.

AS WITNESS the manual signature of a duly authorised person for and on behalf of the Issuer.

ASTRAZENECA PLC

By:
[*manual signature*]
(*duly authorised*)

ISSUED as of [*issue date*]

AUTHENTICATED for and on behalf of

[[Deutsche Bank AG, London Branch]/[Deutsche Bank AG, Hong Kong Branch]] as [Principal Paying Agent]/[CMU] registrar without recourse, warranty or liability

By:
[*manual signature*]
(*duly authorised*)

FORM OF TRANSFER

FOR VALUE RECEIVED, being the registered holder of this Note Certificate, hereby transfers to.....

.....
of.....
.....

[*currency*] in principal amount of the Notes and irrevocably requests and authorises [[Deutsche Bank Trust Company Americas]/[Deutsche Bank AG, Hong Kong Branch]], in its capacity as [ICSD]/[CMU] registrar in relation to the Notes (or any successor to [[Deutsche Bank Trust Company Americas]/[Deutsche Bank AG, Hong Kong Branch]], in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

Dated:

By:
(*duly authorised*)

Notes

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Note Certificate.

- (a) A representative of such registered holder should state the capacity in which such representative signs, *e.g.* executor.
- (b) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the [ICSD]/[CMU] Registrar may require.
- (c) Any transfer of Notes shall be in an amount equal to a Specified Denomination.

[On the reverse of the Note:]

FINAL TERMS

The following is a copy of the relevant particulars of the Final Terms or Drawdown Prospectus.

TERMS AND CONDITIONS

[As set out in the Base Prospectus /Drawdown Prospectus (as applicable)]

[At the foot of the Terms and Conditions:]

PRINCIPAL PAYING AGENT

Deutsche Bank AG, London Branch

Winchester House
1 Great Winchester Street
London EC2N 2DB

CMU LODGING AND PAYING AGENT

Deutsche Bank AG, Hong Kong Branch

Level 60 International Commerce Centre
1 Austin Road West
Kowloon
Hong Kong

ICSD REGISTRAR

Deutsche Bank Trust Company Americas

60 Wall Street, 24th Floor
Mail Stop: NYC60 – 2405
New York, New York 10005
USA

CMU REGISTRAR

Deutsche Bank AG, Hong Kong Branch

Level 60 International Commerce Centre
1 Austin Road West
Kowloon
Hong Kong

PART C
FORM OF GLOBAL REGISTERED NOTE FOR ASTRAZENECA FINANCE LLC

[THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE "SECURITIES ACT") OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM THE REGISTRATION UNDER THE SECURITIES ACT.]

[[CMU Instrument No.]/[ISIN]: [•]]

[Common Code: [•]]

ASTRAZENECA FINANCE LLC

[Aggregate principal amount of Series]

[Title of Notes]

guaranteed by

ASTRAZENECA PLC

GLOBAL REGISTERED NOTE

[Registered Holder

This is to certify that: [•]

is the person registered in the register maintained by the CMU Lodging Agent/ICSD Registrar in relation to the Notes (the "**Register**") as the duly registered holder (the "**Holder**") of an aggregate principal amount of Notes equal to the Aggregate Nominal Amount specified in the Final Terms or Drawdown Prospectus (as applicable and each as defined below) or if the Aggregate Nominal Amount in respect of the Series specified in the Final Terms or Drawdown Prospectus (as applicable) is different from the Aggregate Nominal Amount in respect of the Tranche specified in the Final Terms or Drawdown Prospectus (as applicable), the Aggregate Nominal Amount in respect of the Tranche specified in such Final Terms or Drawdown Prospectus.]⁶

1. INTRODUCTION

1.1 The Notes

This Global Registered Note is issued in respect of the notes (the "**Notes**") of AstraZeneca Finance LLC (the "**Issuer**") described in the final terms (the "**Final Terms**") or drawdown prospectus ("**Drawdown Prospectus**") a copy of which is annexed hereto. [If a Drawdown Prospectus is annexed hereto, each reference in this

⁶ To be inserted into all Global Registered Notes issued through the CMU.

Global Registered Note to "Final Terms" shall be read and construed as a reference to the final terms of the Notes set out in such Drawdown Prospectus. The Notes:

- 1.1.1 *Trust Deed*: are subject to and have the benefit of a trust deed made on 10 September 2007 and amended and restated on 4 September 2009, 29 June 2012, 28 June 2013, 24 June 2015, 5 May 2016, 21 June 2018, 12 June 2019, 10 June 2020, 24 May 2021, 15 June 2022 and on 15 June 2023 (as further amended, supplemented or restated from time to time, the "**Trust Deed**") made between the Issuer, AstraZeneca PLC and Deutsche Trustee Company Limited as trustee (the "**Trustee**", which expression shall include all persons for the time being the trustee or trustees appointed under the Trust Deed);
- 1.1.2 *Agency Agreement*: are the subject of an amended and restated agency agreement dated 15 June 2022 (as amended, supplemented or restated from time to time, the "Agency Agreement") made between the Issuer, AstraZeneca PLC, Deutsche Bank Trust Company Americas as ICSD registrar (the "**ICSD Registrar**" which expression includes any successor registrar appointed from time to time in connection with the Notes), Deutsche Bank AG, Hong Kong Branch as CMU registrar (the "**CMU Registrar**" which expression includes any successor registrar appointed from time to time in connection with the Notes), the Trustee, Deutsche Bank AG, Hong Kong Branch as CMU lodging and paying agent, Deutsche Bank AG, London Branch as principal paying agent and the other paying agents and the transfer agents named therein.

1.2 Construction

All references in this Global Registered Note to an agreement, instrument or other document (including the Agency Agreement and the Trust Deed) shall be construed as a reference to that agreement, instrument or other document as the same may be amended, supplemented, replaced or novated from time to time **provided that**, in the case of any amendment, supplement, replacement or novation made after the date hereof, it is made in accordance with the Conditions. Headings and sub-headings are for ease of reference only and shall not affect the construction of this Global Registered Note.

1.3 References to Conditions

Any reference herein to the "**Conditions**" is to the Terms and Conditions of the Notes set out in Schedule 1 (*Terms and Conditions of the Notes*) hereto, as supplemented, amended and/or replaced by the Final Terms, and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Global Registered Note.

2. REGISTERED HOLDER

This certifies that [the Hong Kong Monetary Authority is the person registered]/[the person whose name is entered] in the register maintained by [ICSD Registrar]/[CMU Registrar] in relation to the Notes (the "**Register**") is the duly registered holder (the "**Holder**") of the aggregate principal amount equal to the Aggregate Nominal Amount specified in the Final Terms or (if the Aggregate Nominal Amount in respect of the

Series specified in the Final Terms is different from the Aggregate Nominal Amount in respect of the Tranche specified in the Final Terms) the Aggregate Nominal Amount in respect of the Tranche specified in the Final Terms.

3. **PROMISE TO PAY**

The Issuer, for value received, promises to pay to the Holder, in respect of each Note represented by this Global Registered Note, the Redemption Amount on the Maturity Date or on such earlier date or dates as the same may become payable in accordance with the Conditions (or to pay such other amounts of principal on such dates as may be specified in the Final Terms), and to pay interest on each such Note on the dates and in the manner specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

4. **PAYMENT CONDITIONS**

4.1 *Payment Business Day:* If the currency of any payment made in respect of Notes represented by this Global Registered Note is euro, the applicable Payment Business Day shall be any day which is a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or, if the currency of any payment made in respect of Notes represented by this Global Registered Note is not euro, the applicable Payment Business Day shall be any day which is a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre.

4.2 *Payment Record Date:* Each payment made in respect of this Global Registered Note will be made to the person shown as the Holder in the Register at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (the "**Record Date**") where "**Clearing System Business Day**" means a day on which each clearing system for which this Global Registered Note is being held is open for business.

4.3 [*Payments in accordance with CMU notification:* All payments in respect of this Global Registered Note to the extent it is held in the CMU shall be made to the Relevant Person(s) (as defined below). In this paragraph, Relevant Person(s) means the person(s) for whose account(s) interests in this Global Registered Note are credited as being held through the CMU in accordance with the agreements, rules and regulations governing the CMU (the "**CMU Rules**") one business day prior to the relevant payment date and payment made in accordance thereof shall be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Notes. Save in the case of final payment thereunder, no presentation of such Global Registered Note shall be required.]

5. **EXCHANGE FOR INDIVIDUAL NOTE CERTIFICATES**

This Global Registered Note will be exchanged in whole (but not in part) for duly authenticated and completed Individual Note Certificates (which expression has the meaning given in the Trust Deed) in accordance with the Agency Agreement:

5.1 *Upon notice:* on the expiry of such period of notice as may be specified in the Final Terms; or

- 5.2 *Upon demand:* at any time, if so specified in the Final Terms; or
- 5.3 *In limited circumstances:* if the Final Terms specifies "in the limited circumstances described in the Global Registered Note ", then if either of the following events occurs:
- 5.3.1 *Closure of clearing systems:* [Euroclear Bank S.A./N.V. ("**Euroclear**") or Clearstream Banking S.A. ("**Clearstream, Luxembourg**")/the Hong Kong Monetary Authority as operator of the Central Moneymarkets Unit Service (the "**CMU**")]] or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; or
- 5.3.2 *Event of Default:* an Event of Default as defined in Condition 13 (*Events of Default*) occurs and the Notes become due and payable.

6. DELIVERY OF INDIVIDUAL NOTE CERTIFICATES

Whenever this Global Registered Note is to be exchanged for Individual Note Certificates, such Individual Note Certificates shall be issued in an aggregate principal amount equal to the principal amount of this Global Registered Note within five business days of the delivery, by or on behalf of the Holder, [Euroclear and/or Clearstream, Luxembourg and/or the CMU] to the ICSD Registrar or CMU Registrar of such information as is required to complete and deliver such Individual Note Certificates (including, without limitation, the names and addresses of the persons in whose names the Individual Note Certificates are to be registered and the principal amount of each such person's holding) against the surrender of this Global Registered Note at the Specified Office of the of the ICSD Registrar or CMU Registrar. Such exchange shall be effected in accordance with the provisions of the Agency Agreement and the regulations concerning the transfer and registration of Notes scheduled thereto and, in particular, shall be effected without charge to any Holder, but against such indemnity as the ICSD Registrar or CMU Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange. In this paragraph, "business day" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the city in which the ICSD Registrar or CMU Registrar has its Specified Office.

7. CONDITIONS APPLY

Save as otherwise provided herein, the Holder of this Global Registered Note shall have the benefit of, and be subject to, the Conditions and, for the purposes of this Global Registered Note, any reference in the Conditions to "**Note Certificate**" or "**Note Certificates**" shall, except where the context otherwise requires, be construed so as to include this Global Registered Note.

8. EXERCISE OF PUT OPTION

In order to exercise the option contained in Condition 9(f) (*Redemption and Purchase – Redemption at the option of the Noteholders*), the bearer of this Global Note must within the period specified in the Conditions for the deposit of the relevant Note and Put Option Notice (as such expression is defined in the Agency Agreement), in the case of Notes other than CMU Notes, give notice of such exercise to the Principal

Paying Agent, in accordance with the rules and procedures of Euroclear, Clearstream, Luxembourg and/or any other relevant clearing system, specifying the principal amount of Notes in respect of which the Put Option is being exercised, or, in the case of CMU Notes, give notice of such exercise to the CMU Lodging and Paying Agent, in accordance with the rules and procedures of the CMU (which may include notice being given on his instructions by a sub-custodian of the CMU by electronic means), specifying the principal amount of Notes in respect of which the Put Option is being exercised and at the same time presenting or procuring the presentation of the relevant Global Note to the CMU Lodging and Paying Agent for notation accordingly within the time limits set forth in the relevant Condition. Any such notice shall be irrevocable and may not be withdrawn.

9. EXERCISE OF CALL OPTION

In connection with an exercise of the option contained in Condition 9(f) (*Redemption and Purchase – Redemption at the option of the Noteholders*) in relation to some only of the Notes, the Notes represented by this Global Registered Note may be redeemed in part in the principal amount specified by the Issuer in accordance with the Conditions and the Notes to be redeemed will not be selected as provided in the Conditions but in accordance with the rules and procedures of [Euroclear, Clearstream, Luxembourg]/[the CMU] (to be reflected in the records of [Euroclear and Clearstream, Luxembourg]/[the CMU] as either a pool factor or a reduction in principal amount, at their discretion).

10. NOTICES

[Notwithstanding Condition 19 (*Notices*), so long as this Global Registered Note is held on behalf of Euroclear, Clearstream, Luxembourg or any other clearing system (an "**Alternative Clearing System**"), notices to Holders of Notes represented by this Global Registered Note may be given by delivery of the relevant notice to Euroclear, Clearstream, Luxembourg or (as the case may be) such Alternative Clearing System.]

[Notwithstanding Condition 19 (*Notices*) while this Global Registered Note is deposited with a sub custodian for the CMU, notices may be given by delivery to persons shown in a CMU Issue Position Report (as defined in the Trust Deed) issued by the CMU on the business day prior to the date of despatch of such notice. Any such notice shall be deemed to have been given to Noteholders on the second day after the day on which such notice is delivered to the persons shown in the relevant CMU Issue Position Report.]

11. DETERMINATION OF ENTITLEMENT

This Global Registered Note is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Global Registered Note.

12. AUTHENTICATION

This Global Registered Note shall not be valid for any purpose until it has been authenticated for and on behalf of [[Deutsche Bank AG, London Branch]/[Deutsche Bank AG, Hong Kong Branch]] as [Principal Paying Agent]/[CMU] registrar.

13. [EFFECTUATION]

This Global Registered Note shall not be valid for any purpose until it has been effectuated for or on behalf of the entity appointed as common safekeeper by Euroclear or Clearstream, Luxembourg.]

14. GOVERNING LAW

This Global Registered Note and any non-contractual obligations arising out of or in connection with it are governed by English law.

AS WITNESS the manual signature of a duly authorised person for and on behalf of the Issuer.

ASTRAZENECA FINANCE LLC

By:.....

[manual signature]

(duly authorised)

ISSUED on the Issue Date

AUTHENTICATED for and on behalf of

[[Deutsche Bank AG, London Branch]/[Deutsche Bank AG, Hong Kong Branch]] as [Principal Paying Agent]/[CMU] registrar without recourse, warranty or liability

By:
[manual signature]
(*duly authorised*)

[EFFECTUATED for and on behalf of

[COMMON SAFEKEEPER] as common safekeeper

without recourse, warranty or liability

By:
[*manual signature*]
(*duly authorised*)

FORM OF TRANSFER

FOR VALUE RECEIVED, being the registered holder of this Global Registered Note, hereby transfers to.....

.....
of.....
.....

....., [currency] in principal amount of the Notes and irrevocably requests and authorises [[Deutsche Bank Trust Company Americas]/[Deutsche Bank AG, Hong Kong Branch]], in its capacity as [ICSD]/[CMU] registrar in relation to the Notes (or any successor to [[Deutsche Bank Trust Company Americas]/[Deutsche Bank AG, Hong Kong Branch]], in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

Dated:

By:
(duly authorised)

Notes

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Global Registered Note.

- (d) A representative of such registered holder should state the capacity in which such representative signs, e.g. executor.
- (e) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the [ICSD]/[CMU] Registrar may require.
- (f) Any transfer of Notes shall be in an amount equal to a Specified Denomination.

SCHEDULE 1
Terms and Conditions of the Notes

PART D
FORM OF INDIVIDUAL NOTE CERTIFICATE FOR ASTRAZENECA FINANCE LLC

[CMU Instrument No: [•]/ISIN: [•]]
[CUSIP No.: [•]]

ASTRAZENECA FINANCE LLC

*[Aggregate principal amount of Series]
[Title of Notes]*

guaranteed by

ASTRAZENECA PLC

INDIVIDUAL NOTE CERTIFICATE

This Note Certificate is issued in respect of a series of notes (the "**Notes**") of AstraZeneca Finance LLC (the "**Issuer**") described in the final terms (the "**Final Terms**") or drawdown prospectus ("**Drawdown Prospectus**") a copy of the relevant particulars of which is endorsed on this Note. Any reference herein to the "**Conditions**" is to the Terms and Conditions of the Notes endorsed on this Note, as supplemented, amended and/or replaced by the Final Terms or Drawdown Prospectus, and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Note.

This is to certify that:

.....
of
.....

is the person registered in the register maintained by the [ICSD]/[CMU] Registrar in relation to the Notes (the "**Register**") as the duly registered holder or, if more than one person is so registered, the first-named of such persons (the "**Holder**") of:

[*currency*].....
(..... [**CURRENCY IN WORDS**])

in aggregate principal amount of the Notes.

The Issuer, for value received, hereby promises to pay the Redemption Amount to the Holder on Maturity Date or on such earlier date or dates as the same may become payable in accordance with the Conditions (or to pay such other amounts of principal on such dates as may be specified in the Final Terms or Drawdown Prospectus), and to pay interest on this Note on the dates and in the manner specified in the Conditions, together with any additional amounts payable in accordance with the Conditions, all subject to and in accordance with the Conditions.

This Note Certificate is evidence of entitlement only and is not a document of title. Entitlements are determined by the Register and only the Holder is entitled to payment in respect of this Note Certificate.

This Note Certificate shall not be valid for any purpose until it has been authenticated for and on behalf of [[Deutsche Bank AG, London Branch]/[Deutsche Bank AG, Hong Kong Branch]] as [Principal Paying Agent]/[CMU] registrar.

This Note and any non-contractual obligations arising out of or in connection with it are governed by English law.

AS WITNESS the manual signature of a duly authorised person for and on behalf of the Issuer.

ASTRAZENECA FINANCE LLC

By:
[*manual signature*]
(*duly authorised*)

ISSUED as of [*issue date*]

AUTHENTICATED for and on behalf of

[[Deutsche Bank AG, London Branch]/[Deutsche Bank AG, Hong Kong Branch]] as [Principal Paying Agent]/[CMU] registrar without recourse, warranty or liability

By:
[*manual signature*]
(*duly authorised*)

FORM OF TRANSFER

FOR VALUE RECEIVED, being the registered holder of this Note Certificate, hereby transfers to.....

.....
of.....
.....

[currency] in principal amount of the Notes and irrevocably requests and authorises [[Deutsche Bank Trust Company Americas]/[Deutsche Bank AG, Hong Kong Branch]], in its capacity as [ICSD]/[CMU] registrar in relation to the Notes (or any successor to [[Deutsche Bank Trust Company Americas]/[Deutsche Bank AG, Hong Kong Branch]], in its capacity as such) to effect the relevant transfer by means of appropriate entries in the register kept by it.

Dated:

By:
(duly authorised)

Notes

The name of the person by or on whose behalf this form of transfer is signed must correspond with the name of the registered holder as it appears on the face of this Note Certificate.

- (g) A representative of such registered holder should state the capacity in which such representative signs, e.g. executor.
- (h) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the [ICSD]/[CMU] Registrar may require.
- (i) Any transfer of Notes shall be in an amount equal to a Specified Denomination.

[On the reverse of the Note:]

FINAL TERMS

The following is a copy of the relevant particulars of the Final Terms or Drawdown Prospectus.

TERMS AND CONDITIONS

[As set out in the Base Prospectus /Drawdown Prospectus (as applicable)]

[At the foot of the Terms and Conditions:]

PRINCIPAL PAYING AGENT

Deutsche Bank AG, London Branch

Winchester House
1 Great Winchester Street
London EC2N 2DB

CMU LODGING AND PAYING AGENT

Deutsche Bank AG, Hong Kong Branch

Level 60 International Commerce Centre
1 Austin Road West
Kowloon
Hong Kong

ICSD REGISTRAR

Deutsche Bank Trust Company Americas

60 Wall Street, 24th Floor
Mail Stop: NYC60 – 2405
New York, New York 10005
USA

CMU REGISTRAR

Deutsche Bank AG, Hong Kong Branch

Level 60 International Commerce Centre
1 Austin Road West
Kowloon
Hong Kong

SCHEDULE 4
PROVISIONS FOR MEETINGS OF NOTEHOLDERS

1. Definitions

In this Trust Deed and the Conditions, the following expressions have the following meanings:

1.1 In relation to Meetings of holders of Registered Notes and/or holders of Bearer Notes:

"Chairperson" means, in relation to any Meeting, the individual who takes the chair in accordance with paragraph 8 (*Chairperson*);

"Extraordinary Resolution" means a resolution passed at a Meeting duly convened and held in accordance with this Schedule by a majority of not less than three quarters of the votes cast;

"Meeting" means a meeting of Noteholders (whether originally convened or resumed following an adjournment);

"Relevant Fraction" means:

- (a) for all business other than voting on an Extraordinary Resolution, one tenth;
- (b) for voting on any Extraordinary Resolution other than one relating to a Reserved Matter, more than half; and
- (c) for voting on any Extraordinary Resolution relating to a Reserved Matter, not less than three quarters;

provided, however, that, in the case of a Meeting which has resumed after adjournment for want of a quorum, it means:

- (i) for all business other than voting on an Extraordinary Resolution relating to a Reserved Matter, the fraction of the aggregate principal amount of the outstanding Notes represented or held by the Voters actually present at the Meeting; and
- (ii) for voting on any Extraordinary Resolution relating to a Reserved Matter, not less than one quarter;

"Relevant Jurisdiction" means the United Kingdom in the case of Notes issued by AstraZeneca PLC and the United States and/or the United Kingdom in the case of Notes issued by AstraZeneca Finance LLC

"Reserved Matter" means any proposal:

- (a) to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes or to alter the method of calculating the amount of any payment in respect of the Notes on redemption or maturity *provided however* for the avoidance of doubt that a Benchmark Amendment (as defined in the

Conditions) and the selection of a Successor Rate, Alternative Rate or Adjustment Spread (all as defined in the Conditions) shall not constitute a Reserved Matter;

- (b) to effect the exchange or substitution of the Notes for, or the conversion of the Notes into, shares, bonds or other obligations or securities of the Issuers or the Guarantor or any other person or body corporate formed or to be formed (other than as permitted under Clause 8.3 (*Substitution*) of this Trust Deed);
- (c) to modify any provision of the guarantee of the Notes (other than as permitted under Clause 8.3 (*Substitution*) of this Trust Deed);
- (d) to change the currency in which amounts due in respect of the Notes are payable;
- (e) to change the quorum required at any Meeting or the majority required to pass an Extraordinary Resolution; or
- (f) to amend this definition;

"Written Resolution" means a resolution in writing signed by or on behalf of at least 90 per cent. of the holders of Notes who for the time being are entitled to receive notice of a Meeting in accordance with the provisions of this Schedule, whether contained in one document or several documents in the same form, each signed by or on behalf of one or more such holders of the Notes;

"24 hours" means a period of 24 hours including all or part of a day (disregarding for this purpose the day upon which such Meeting is to be held) upon which banks are open for business in both the place where the relevant Meeting is to be held and in each of the places where the Paying Agents have their Specified Offices and such period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included as aforesaid all or part of a day upon which banks are open for business as aforesaid; and

"48 hours" means 2 consecutive periods of 24 hours.

1.2 In relation to Meetings of holders of Bearer Notes only:

"Block Voting Instruction" means, in relation to any Meeting, a document in the English language issued by a Paying Agent:

- (a) certifying that the Deposited Notes have been deposited with such Paying Agent (or to its order at a bank or other depositary) or blocked in an account with a clearing system and will not be released until the earlier of:
 - (i) the conclusion of the Meeting; and
 - (ii) the surrender to such Paying Agent, not less than 48 hours before the time fixed for the Meeting (or, if the Meeting has been adjourned, the time fixed for its resumption), of the receipt for the deposited or blocked Notes and notification thereof by such Paying Agent to the Relevant Issuer and the Trustee; and

- (b) certifying that the depositor of each Deposited Note or a duly authorised person on its behalf has instructed the relevant Paying Agent that the votes attributable to such Deposited Note are to be cast in a particular way on each resolution to be put to the Meeting and that, during the period of 48 hours before the time fixed for the Meeting, such instructions may not be amended or revoked;
- (c) listing the total number and (if in definitive form) the certificate numbers of the Deposited Notes, distinguishing for each resolution between those in respect of which instructions have been given to vote for, or against, the resolution; and
- (d) authorising a named individual or individuals to vote in respect of the Deposited Notes in accordance with such instructions;

"Deposited Notes" means certain specified Bearer Notes which have been deposited with a Paying Agent (or to its order at a bank or other depository) or blocked in an account with a clearing system, for the purposes of a Block Voting Instruction or a Voting Certificate;

"Proxy" means, in relation to any Meeting, a person appointed to vote under a Block Voting Instruction other than:

- (a) any such person whose appointment has been revoked and in relation to whom the relevant Paying Agent has been notified in writing of such revocation by the time which is 48 hours before the time fixed for such Meeting; and
- (b) any such person appointed to vote at a Meeting which has been adjourned for want of a quorum and who has not been reappointed to vote at the Meeting when it is resumed;

"Voter" means, in relation to any Meeting, the bearer of a Voting Certificate, Proxy or the bearer of a definitive Note who produces such definitive Note at the Meeting;

"Voting Certificate" means, in relation to any Meeting, a certificate in the English language issued by a Paying Agent and dated in which it is stated:

- (a) that the Deposited Notes have been deposited with such Paying Agent (or to its order at a bank or other depository) or blocked in an account with a clearing system and will not be released until the earlier of:
 - (i) the conclusion of the Meeting; and
 - (ii) the surrender of such certificate to such Paying Agent; and
- (b) that the bearer of such certificate is entitled to attend and vote at the Meeting in respect of the Deposited Notes;

1.3 In relation to any Meeting of the holders of Registered Notes:

"Block Voting Instruction" means, in relation to any Meeting, a document in the English language issued by a Registrar:

- (a) certifying:

- (i) that certain specified Registered Notes (each a "**Blocked Note**") have been blocked in an account with a clearing system and will not be released until the conclusion of the Meeting and that the holder of each Blocked Note or a duly authorised person on its behalf has instructed the Registrar that the votes attributable to such Blocked Note are to be cast in a particular way on each resolution to be put to the Meeting; or
- (ii) that each registered holder of certain specified Registered Notes (each a "**Relevant Note**") or a duly authorised person on its behalf has instructed the Registrar that the votes attributable to each Relevant Note held by it are to be cast in a particular way on each resolution to be put to the Meeting; and

in each case that, during the period of 48 hours before the time fixed for the Meeting, such instructions may not be amended or revoked;

- (b) listing the total principal amount of the Blocked Notes and the Relevant Notes, distinguishing for each resolution between those in respect of which instructions have been given to vote for, or against, the resolution; and
- (c) authorising a named individual or individuals to vote in respect of the Blocked Notes and the Relevant Notes in accordance with such instructions;

"**Form of Proxy**" means, in relation to any Meeting, a document in the English language available from the Registrar signed by a Noteholder or, in the case of a corporation, executed under its seal or signed on its behalf by a duly authorised officer and delivered to the Registrar not later than 48 hours before the time fixed for such Meeting, appointing a named individual or individuals to vote in respect of the Registered Notes held by such Noteholder;

"**Proxy**", in the case of Registered Notes means, in relation to any Meeting, a person appointed to vote under a Block Voting Instruction or a Form of Proxy other than:

- (a) any such person whose appointment has been revoked and in relation to whom the Registrar has been notified in writing of such revocation by the time which is 48 hours before the time fixed for such Meeting; and
- (b) any such person appointed to vote at a Meeting which has been adjourned for want of a quorum and who has not been reappointed to vote at the Meeting when it is resumed;

"**Voter**" means, in relation to any Meeting, (a) a Proxy or (b) (subject to paragraph 5 (*Record date in relation to Registered Notes*) below) a Noteholder; **provided, however, that** (subject to paragraph 5 (*Record date in relation to Registered Notes*) below) any Noteholder which has appointed a Proxy under a Block Voting Instruction or Form of Proxy shall not be a "**Voter**" except to the extent that such appointment has been revoked and the Registrar notified in writing of such revocation at least 48 hours before the time fixed for such Meeting.

2. Issue of Voting Certificates, and Block Voting Instructions and Forms of Proxy

2.1 Bearer Notes

The holder of a Bearer Note may obtain a Voting Certificate from any Paying Agent or require any Paying Agent to issue a Block Voting Instruction by depositing such Bearer Note with such Paying Agent or arranging for such Bearer Note to be (to its satisfaction) held to its order or under its control or blocked in an account with a clearing system not later than 48 hours before the time fixed for the relevant Meeting. A Voting Certificate or Block Voting Instruction shall be valid until the release of the Deposited Notes to which it relates. So long as a Voting Certificate or Block Voting Instruction is valid, the bearer thereof (in the case of a Voting Certificate) or any Proxy named therein (in the case of a Block Voting Instruction) shall be deemed to be the holder of the Bearer Notes to which it relates for all purposes in connection with the Meeting. A Voting Certificate and a Block Voting Instruction cannot be outstanding simultaneously in respect of the same Bearer Note.

2.2 Registered Notes

The holder of a Registered Note may require the Registrar to issue a Block Voting Instruction by arranging (to the satisfaction of the Registrar) for such Registered Note to be blocked in an account with a clearing system not later than 48 hours before the time fixed for the relevant Meeting. The holder of a Registered Note may require the Registrar to issue a Block Voting Instruction by delivering to the Registrar written instructions not later than 48 hours before the time fixed for the relevant Meeting. Any holder of a Note may obtain an uncompleted and unexecuted Form of Proxy from the Registrar. A Block Voting Instruction and a Form of Proxy cannot be outstanding simultaneously in respect of the same Registered Note.

3. References to deposit/release or blocking/release of Notes

3.1 Bearer Notes

Where Bearer Notes are represented by a Global Note or are held in definitive form within a clearing system, references to the deposit, or release, of Bearer Notes shall be construed in accordance with the usual practices (including blocking the relevant account) of such clearing system.

3.2 Registered Notes

Where Registered Notes are represented by a Global Registered Note or are held in definitive form within a clearing system, references to the blocking, or release, of Registered Notes shall be construed in accordance with the usual practices (including blocking the relevant account) of such clearing system.

4. Validity of Block Voting Instructions and Forms of Proxy

4.1 Bearer Notes

Block Voting Instructions in relation to Bearer Notes shall be valid only if it is deposited at the Specified Office of the relevant Paying Agent or at some other place approved by the Trustee, at least 24 hours before the time fixed for the relevant Meeting or the

Chairperson decides otherwise before the Meeting proceeds to business. If the Trustee requires, a notarised copy of each Block Voting Instruction and satisfactory proof of the identity of each Proxy named therein shall be produced at the Meeting, but the Trustee shall not be obliged to investigate the validity of any Block Voting Instruction or the authority of any Proxy.

4.2 Registered Notes

Block Voting Instructions in relation to Registered Notes and Forms of Proxy shall be valid only if deposited at the specified office of the Registrar or at some other place approved by the Trustee, at least 24 hours before the time fixed for the relevant Meeting or the Chairperson decides otherwise before the Meeting proceeds to business. If the Trustee requires, a notarised copy of each Block Voting Instruction and satisfactory proof of the identity of each Proxy named therein shall be produced at the Meeting, but the Trustee shall not be obliged to investigate the validity of any Block Voting Instruction or the authority of any Proxy.

5. Record date in relation to Registered Notes

The Relevant Issuer may fix a record date for the purposes of any Meeting of the holders of Registered Notes or any resumption thereof following its adjournment for want of a quorum provided that such record date is not more than 10 days prior to the time fixed for such Meeting or (as the case may be) its resumption. The person in whose name a Registered Note is registered in the Register on the record date at close of business in the city in which the Registrar has its Specified Office shall be deemed to be the holder of such Note for the purposes of such Meeting and notwithstanding any subsequent transfer of such Note or entries in the Register.

6. Convening of Meeting

The Relevant Issuer and the Guarantor (where applicable, and acting together with the Relevant Issuer) or the Trustee may convene a Meeting at any time, and the Trustee shall be obliged to do so subject to its being indemnified and/or secured to its satisfaction upon the request in writing of Noteholders holding not less than one tenth of the aggregate principal amount of the outstanding Notes. Every Meeting shall be held on a date, and at a time and place, approved by the Trustee.

7. Notice

At least 21 days' notice (exclusive of the day on which the notice is given and of the day on which the relevant Meeting is to be held) specifying the date, time and place of the Meeting shall be given to the Noteholders and the Paying Agents in relation to Bearer Notes, and the Registrar, in relation to Registered Notes (with a copy to the Relevant Issuer) and Guarantor (where applicable) where the Meeting is convened by the Trustee or, where the Meeting is convened by the Relevant Issuer, the Trustee.

7.1 In relation to Bearer Notes

The notice shall set out the full text of any resolutions to be proposed unless the Trustee agrees that the notice shall instead specify the nature of the resolutions without including the full text and shall state that the Bearer Notes may be deposited with, or to

the order of, any Paying Agent for the purpose of obtaining Voting Certificates or appointing Proxies not later than 48 hours before the time fixed for the Meeting.

7.2 In relation to Bearer Notes

The notice shall set out the full text of any resolutions to be proposed unless the Trustee agrees that the notice shall instead specify the nature of the resolutions without including the full text and shall state that Registered Notes may be blocked in clearing systems for the purposes of appointing Proxies under Block Voting Instructions until 48 hours before the time fixed for the Meeting and a Noteholder may appoint a Proxy either under a Block Voting Instruction by delivering written instructions to the Registrar or by executing and delivering a Form of Proxy to the Specified Office of the Registrar, in either case until 48 hours before the time fixed for the Meeting.

8. Chairperson

An individual (who may, but need not, be a Noteholder) nominated in writing by the Trustee may take the chair at any Meeting but, if no such nomination is made or if the individual nominated is not present within 15 minutes after the time fixed for the Meeting, those present shall elect one of themselves to take the chair failing which, the Relevant Issuers or the Guarantor (where applicable) may appoint a Chairperson. The Chairperson of an adjourned Meeting need not be the same person as was the Chairperson of the original Meeting.

9. Quorum

The quorum at any Meeting shall be at least two Voters representing or holding not less than the Relevant Fraction of the aggregate principal amount of the outstanding Notes; **provided, however, that**, so long as at least the Relevant Fraction of the aggregate principal amount of the outstanding Notes is represented by, in the case of Bearer Notes, the Global Note(s) or, in the case of Registered Notes, the Global Notes Certificate(s) or a single Individual Note Certificate, in the context of Registered Notes, a Voter appointed in relation thereto or being the holder of the Notes represented thereby shall be deemed to be two Voters for the purpose of forming a quorum.

10. Adjournment for want of quorum

If within 15 minutes after the time fixed for any Meeting a quorum is not present, then:

- (a) in the case of a Meeting requested by Noteholders, it shall be dissolved; and
- (b) in the case of any other Meeting (unless the Relevant Issuer, the Guarantor (where applicable) and the Trustee otherwise agree), it shall be adjourned for such period (which shall be not less than 14 days and not more than 42 days) and to such place as the Chairperson determines (with the approval of the Trustee); **provided, however, that:**
 - (i) the Meeting shall be dissolved if the Relevant Issuer, the Guarantor (where applicable) and the Trustee together so decide; and

- (ii) no Meeting may be adjourned more than once for want of a quorum.

11. Adjourned Meeting

The Chairperson may, with the consent of, and shall if directed by, any Meeting adjourn such Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting except business which might lawfully have been transacted at the Meeting from which the adjournment took place.

12. Notice following adjournment

Paragraph 7 (*Notice*) shall apply to any Meeting which is to be resumed after adjournment for want of a quorum save that:

- (a) 10 days' notice (exclusive of the day on which the notice is given and of the day on which the Meeting is to be resumed) shall be sufficient; and
- (b) the notice shall specifically set out the quorum requirements which will apply when the Meeting resumes.

It shall not be necessary to give notice of the resumption of a Meeting which has been adjourned for any other reason.

13. Participation

The following may attend and speak at a Meeting:

- (a) Voters;
- (b) representatives of the Relevant Issuer, the Guarantor (where applicable) and the Trustee;
- (c) the financial advisers of the Relevant Issuer, the Guarantor (where applicable) and the Trustee;
- (d) the legal counsel to the Relevant Issuer, the Guarantor (where applicable) and the Trustee and such advisers; and
- (e) in relation to Registered Notes, the Registrar, or in relation to Bearer Notes any other person approved by the Meeting or the Trustee.

14. Show of hands

Every question submitted to a Meeting shall be decided in the first instance by a show of hands. Unless a poll is validly demanded before or at the time that the result is declared, the Chairperson's declaration that on a show of hands a resolution has been passed, passed by a particular majority, rejected or rejected by a particular majority shall be conclusive, without proof of the number of votes cast for, or against, the resolution. Where there is only one Voter, this paragraph shall not apply and the resolution will immediately be decided by means of a poll.

15. Poll

A demand for a poll shall be valid if it is made by the Chairperson, the Relevant Issuer, the Guarantor (where applicable) the Trustee or one or more Voters representing or holding not less than one-fiftieth of the aggregate principal amount of the outstanding Notes. The poll may be taken immediately or after such adjournment as the Chairperson directs, but any poll demanded on the election of the Chairperson or on any question of adjournment shall be taken at the Meeting without adjournment. A valid demand for a poll shall not prevent the continuation of the relevant Meeting for any other business as the Chairperson directs.

16. Votes

Every Voter shall have:

- (a) on a show of hands, one vote; and
- (b) on a poll, the number of votes obtained by dividing the aggregate principal amount of the outstanding Note(s) represented or held by him by the unit of currency in which the Notes are denominated.

In the case of a voting tie the Chairperson shall have a casting vote.

Unless the terms of any Block Voting Instruction or Form of Proxy state otherwise, a Voter shall not be obliged to exercise all the votes to which they are entitled or to cast all the votes which he exercises in the same way.

In the case of any Meeting of holders of more than one Series of Notes where not all such Series are in the same currency, the principal amount of such Notes shall for all purposes in this Schedule 4 (whether, *inter alia*, in respect of the Meeting or any poll resulting therefrom), be the equivalent in U.S. dollars translated at the spot rate of a bank nominated by the Trustee for the sale of the relevant currency or currencies for U.S. dollars on the seventh dealing day prior to such Meeting, or in the case of a written request pursuant to paragraph 5 (*Record date in relation to Registered Notes*), the date of such request. In such circumstances, on any poll each person present shall have one vote for each Unit of Notes (converted as above) which he holds.

In this paragraph, a "Unit" means the lowest denomination of the Notes as stated in the Applicable Supplement or in the case of a meeting of Noteholders of more than one Series, shall be the lowest common denominator of the lowest denomination of the Notes.

17. Validity of Votes by Proxies

Any vote by a Proxy in accordance with the relevant Block Voting Instruction in relation to either Bearer of Registered Notes or Form of Proxy in relation to Registered Notes or shall be valid even if such Block Voting Instruction or Form of Proxy or any instruction pursuant to which it was given has been amended or revoked, **provided that** neither the Relevant Issuer, the Guarantor (where applicable) the Trustee nor the Chairperson has been notified in writing of such amendment or revocation by the time which is 24 hours before the time fixed for the relevant Meeting. Unless revoked, any appointment of a Proxy under a Block Voting Instruction or a Form of Proxy in relation

to a Meeting shall remain in force in relation to any resumption of such Meeting following an adjournment; **provided, however, that** no such appointment of a Proxy in relation to a Meeting originally convened which has been adjourned for want of a quorum shall remain in force in relation to such Meeting when it is resumed. Any person appointed to vote at such a Meeting must be reappointed under a Block Voting Instruction (or, in relation to Registered Notes, a Form of Proxy) to vote at the Meeting when it is resumed.

18. Powers

A Meeting shall have power (exercisable only by Extraordinary Resolution), without prejudice to any other powers conferred on it or any other person:

- (a) to approve any Reserved Matter;
- (b) to approve any proposal by the Relevant Issuer and the Guarantor (where applicable) for any modification, abrogation, variation or compromise of any provisions of this Trust Deed or the Conditions or any arrangement in respect of the obligations of the Relevant Issuer under or in respect of the Notes;
- (c) in the case of Guaranteed Notes, to approve any proposal by the Guarantor for any modification of any provision of the Guarantee of the Notes or any arrangement in respect of the obligations of the Guarantor thereunder;
- (d) (other than as permitted under Clause 8.3 (*Substitution*) of this Trust Deed) to approve the substitution of any person for the Relevant Issuer (or any previous substitute) as principal obligor under the Notes or in the case of Guaranteed Notes, the substitution of any person for the Guarantor as guarantor under the Guarantee of the Notes;
- (e) (other than as permitted under Clause 8.3 (*Substitution*) of this Trust Deed) to waive any breach or authorise any proposed breach by the Relevant Issuer or the Guarantor (where applicable) of its obligations under or in respect of this Trust Deed or the Notes or any act or omission which might otherwise constitute an Event of Default under the Notes;
- (f) to remove any Trustee;
- (g) to approve the appointment of a new Trustee;
- (h) to authorise the Trustee (subject to its being indemnified and/or secured to its satisfaction) or any other person to execute all documents and do all things necessary to give effect to any Extraordinary Resolution;
- (i) to discharge or exonerate the Trustee from any liability in respect of any act or omission for which it may become responsible under this Trust Deed or the Notes;
- (j) to give any other authorisation or approval which under this Trust Deed or the Notes is required to be given by Extraordinary Resolution; and

- (k) to appoint any persons as a committee to represent the interests of the Noteholders and to confer upon such committee any powers which the Noteholders could themselves exercise by Extraordinary Resolution.

19. Extraordinary Resolution binds all holders

An Extraordinary Resolution shall be binding upon all Noteholders, Receiptholders and Couponholders, whether or not present at such Meeting, and each of the Noteholders shall be bound to give effect to it accordingly. Notice of the result of every vote on an Extraordinary Resolution shall be given to the Noteholders and the Paying Agents (with a copy to the Relevant Issuer, the Guarantor and the Trustee) within 14 days of the conclusion of the Meeting.

20. Minutes

Minutes of all resolutions and proceedings at each Meeting shall be made. The Chairperson shall sign the minutes, which shall be *prima facie* evidence of the proceedings recorded therein. Unless and until the contrary is proved, every such Meeting in respect of the proceedings of which minutes have been summarised and signed shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted at it to have been duly passed and transacted.

21. Written Resolution

A Written Resolution shall take effect as if it were an Extraordinary Resolution.

22. Further regulations

Subject to all other provisions contained in this Trust Deed, the Trustee may:

- 22.1 without the consent of the Relevant Issuer, the Guarantor (where applicable) or the Noteholders prescribe such further regulations regarding the holding of Meetings of Noteholders and attendance and voting at them ("**Further Regulations**") as the Trustee may in its sole discretion determine; or
- 22.2 concur with the Relevant Issuer and/or the Guarantor (where applicable) in making Further Regulations if it is of the opinion that to do so is not materially prejudicial to the Noteholders.

23. Several Series

The following provisions shall apply where outstanding Notes belong to more than one Series:

- (a) Business which in the opinion of the Trustee affects the Notes of only one Series shall be transacted at a separate Meeting of the holders of the Notes of that Series.
- (b) Business which in the opinion of the Trustee affects the Notes of more than one Series but does not give rise to an actual or potential conflict of interest between the holder of Notes or one such Series and the holders of Notes of any other such Series shall be transacted either at separate Meetings of the holders of the

Notes of each such Series or at a single Meeting of the holders of the Notes of all such Series, as the Trustee shall in its absolute discretion determine.

- (c) Business which in the opinion of the Trustee affects the Notes of more than one Series and gives rise to an actual or potential conflict of interest between the holders of Notes of one such Series and the holders of Notes of any other such Series shall be transacted at separate Meetings of the holders of the Notes of each such Series.
- (d) The preceding paragraphs of this Schedule shall be applied as if references to the Notes and Noteholders were to the Notes of the relevant Series and to the holders of such Notes.
- (e) In this paragraph, "**business**" includes (without limitation) the passing or rejection of any resolution.