

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TEUZA - A FAIRCHILD)
TECHNOLOGY VENTURE LTD.,)
NACHOS, INC. and ADNIR)
HOLDINGS LTD., Individually And)
On Behalf Of All Others Similarly) C.A. No. 2022-0130-BWD
Situating,)
)
Plaintiffs,)
vs.)
)
MARK LINDON, MICHAEL)
DREYER, ANOOSHEH BOSTANI,)
DAVID SCOTT, NICHOLAS)
TERRAFRANCA, JOSEPH RUBLE,)
ALFRED E. MANN TRUST, MANN)
GROUP, LLC, BIOVENTUS LLC, and)
BIOVENTUS INC.)
)
Defendants.)

**STIPULATION AND AGREEMENT OF SETTLEMENT,
COMPROMISE, AND RELEASE**

This Stipulation and Agreement of Settlement, Compromise, and Release, dated January 15, 2026 (with the Exhibits hereto, the “**Stipulation**,” and the settlement contemplated hereby, the “**Settlement**”), regarding the above-captioned stockholder class action (the “**Action**”), is entered into by and among the following parties: (i) plaintiffs Teuza – A Fairchild Technology Venture Ltd., Nachos, Inc.,

and Adnir Holdings Ltd. (collectively, “**Plaintiffs**”), on behalf of themselves and the Class (as defined herein); (ii) defendants Michael Dreyer, Anoosheh Bostani, Alfred E. Mann Trust, and Mann Group, LLC (the “**Mann Defendants**”); and (iii) defendant Mark Lindon (together with the Mann Defendants, “**Defendants**,” and together with Plaintiffs, the “**Parties**”).

This Stipulation is submitted pursuant to Court of Chancery Rule 23. Subject to the terms and conditions set forth herein and the approval of the Court, the Settlement embodied in this Stipulation is intended: (i) to be a full and final disposition of the Action; (ii) to state all of the terms of the Settlement and the resolution of the Action; and (iii) to fully, finally, and forever compromise, resolve, discharge and settle the Released Claims and result in the complete dismissal of the Action with prejudice.¹

RECITALS

WHEREAS:

Summary of the Action

A. In 2004, Alfred Mann founded Bioness, Inc., a medical device company. Mann served as Bioness’s chairman until 2013 and as a director until his death in February 2016.

¹ Capitalized terms have the meanings set forth in the “Definitions” section below or as otherwise defined in this Stipulation.

B. At all relevant times, Defendant Alfred E. Mann Trust (“**Mann Trust**”) held a majority of Bioness common stock. Following Mann’s death, the Mann Trust was administered by Defendants Anoosheh Bostani and Michael Dreyer (together, the “**Trustees**”), together with a third trustee.

C. Defendant Mann Group, LLC (“**Mann Group**”) was a creditor of Bioness and loaned Bioness a significant amount of capital throughout the company’s existence. Bostani and Dreyer served as officers of Mann Group.

D. At all relevant times, Mann Group held the majority of Bioness’s debt. At the time of the merger between Bioness and Bioventus, Bioness owed Mann Group approximately \$273 million, including interest.

E. Following Mann’s death, Defendant Mark Lindon was appointed to the Bioness board of directors and later appointed Chairman of the board.

F. Plaintiff Teuza – A Fairchild Technology Venture Ltd. (“**Teuza**”) was a stockholder of Bioness and, prior to the merger of Bioness and Bioventus, owned approximately 2.5% of the common stock of Bioness. Avi Kerbs, the CEO of Teuza Management and Development Ltd. (Teuza’s management company), was a director of Bioness at all relevant times.

G. In February 2016, Bioness engaged an investment bank to assist in selling the company.

H. In June 2017, Bioness and Mann Group entered into an amended promissory note incorporating Mann Group's loans since 2008. In August 2017, Bioness and Mann Group entered into an amended security agreement pursuant to which the debt held by Mann Group was secured against all of Bioness's assets.

I. On December 24, 2020, the Bioness board voted to execute a letter of intent presented by Bioventus Inc. ("**Bioventus**"), which offered to lend Bioness \$1.5 million and acquire Bioness for upfront consideration of \$35 million, with up to an additional \$65 million of consideration contingent on the achievement of certain milestones.

J. On March 15, 2021, Lindon resigned from the Bioness board.

K. On March 30, 2021, the Bioness board voted 3-1 in favor of entering into an agreement and plan of merger (the "**Merger Agreement**") with Bioventus, pursuant to which Bioventus paid \$45 million in upfront consideration, with up to \$65 million of consideration contingent on the achievement of certain milestones, to acquire Bioness (the "**Merger**"). Bioness directors Robert Perry, Nicholas Terrafranca, and Joseph Ruble voted in favor of the Merger Agreement, with Kerbs dissenting.

L. The Merger Agreement provided that \$5 million of the upfront payment plus 2.5% of the earnout would be paid to minority stockholders unaffiliated with

the Mann Trust, Mann Group, or Trustees, subject to the terms of the Merger Agreement.

M. On February 8, 2022, Teuza commenced this Action by filing a Verified Class Action Complaint for Breach of Fiduciary Duty in the Court of Chancery of the State of Delaware (the “**Court**”). The Complaint alleged claims: (i) against the Mann Trust and Trustees as alleged controllers of Bioness for breach of fiduciary duties in connection with the Merger and security agreement; (ii) against the Mann Group and Trustees for aiding and abetting the alleged breach of fiduciary duty; (iii) against the Mann Group for unjust enrichment; (iv) against the Mann Group for promissory estoppel; (v) against the Mann Trust, Mann Group, and Bioventus for breach of contract; (vi) against Bioventus for aiding and abetting the alleged breach of fiduciary duty; (vii) against Bioventus for unjust enrichment; (viii) against David Scott, Terrafranca, and Ruble for breach of fiduciary duty; and (ix) against Lindon for breach of fiduciary duty.

N. On May 6, 2022, Teuza filed an Amended Verified Class Action Complaint (the “**Amended Complaint**”) adding Bioventus LLC as a defendant but otherwise asserting substantially similar claims.

O. On April 27, 2023, the Court issued a Memorandum Opinion granting in part, and denying in part, Defendants’ motions to dismiss the Amended Complaint under Rules 12(b)(2) and 12(b)(6).

P. On May 18, 2023, the Court issued a Letter Opinion and accompanying Order implementing its April 27, 2023 Memorandum Opinion, pursuant to which it dismissed with prejudice all of Teuza’s claims against Bioventus, Bioventus LLC, Scott, Terrafranca, and Ruble (the “**Dismissed Defendants**”), as well as the claims against the Mann Defendants for promissory estoppel and unjust enrichment.

Q. On June 16, 2023, the Mann Defendants and Lindon filed their respective Answers and Affirmative Defenses to the Amended Complaint.

R. The Parties subsequently engaged in extensive written discovery, including serving multiple sets of interrogatories on one another.

S. The Parties also served multiple sets of document requests on each other, as well as document requests on various third parties. In all, Plaintiffs produced roughly 83,000 pages of documents to Defendants, Defendants produced roughly 132,000 pages of documents to Plaintiffs, and roughly 80,000 pages of third-party discovery was produced.

T. On January 8, 2025, the Action was reassigned from Vice Chancellor Sam Glasscock III to Vice Chancellor Bonnie W. David.

U. On June 13, 2025, former Bioness stockholders Nachos, Inc. (“Nachos”) and Adnir Holdings Ltd. (“Adnir”) moved to intervene as additional named plaintiffs. The unopposed motion was granted on July 18, 2025.

V. Defendants took the depositions of Teuza representatives Avi Kerbs, Gil Kerbs, and Moshe Zimmerman. Defendants also took Rule 30(b)(6) depositions of Nachos and Adnir. The Parties also took the depositions of third parties Robert Kuhn, Uri Geiger, Claude Mann, Robert Perry, David Scott, and Nicholas Terrafranca.

W. The Parties engaged in extensive mediation and arm's-length negotiations for over a year, guided by former Vice Chancellor Joseph R. Slights (the "**Mediator**"), including two full-day in-person mediations and numerous emails and phone calls. On November 3, 2025, the Parties agreed to a settlement term sheet (the "**Settlement Term Sheet**") that reflected the Mediator's proposal and the Parties' agreement in principle to settle the Action.

X. This Stipulation (together with the Exhibits hereto) has been duly executed by the undersigned signatories on behalf of their respective clients and reflects the final and binding agreement between the Parties.

Plaintiffs' Claims and the Benefits of the Settlement

Y. Based upon the investigation and prosecution of the Action, Plaintiffs and Plaintiffs' Counsel maintain that their claims asserted in the Action have substantial merit but also believe that the Settlement set forth herein provides substantial and immediate benefits for the Class. In addition to these substantial benefits, Plaintiffs and Plaintiffs' Counsel have considered: (i) the attendant risks of

continued litigation and the uncertainty of the outcome of the Action; (ii) the probability of success on the merits; (iii) the inherent problems of proof associated with, and possible defenses to, the claims asserted in the Action; (iv) the desirability of permitting the Settlement to be consummated according to its terms; (v) the expense and length of continued proceedings necessary to prosecute the Action through trial and appeals; and (vi) the conclusion of Plaintiffs and Plaintiffs' Counsel that the terms and conditions of the Settlement and this Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the claims asserted in the Action on the terms set forth herein. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Plaintiffs of any flaws, faults, or infirmities in Plaintiffs' claims asserted in the Action.

Z. Based on Plaintiffs' Counsel's thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiffs' Counsel believe that the Settlement set forth in this Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon the Class. Based upon their direct oversight of the prosecution of the Action, as well as evaluation and input from Plaintiffs' Counsel, Plaintiffs have determined that the Settlement is in the best interests of the Class, and have agreed to the terms and conditions set forth in this Stipulation.

Defendants' Denial of Wrongdoing and Liability

AA. Defendants deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever alleged in the Action. Defendants make no admission of liability or any form of wrongdoing whatsoever. Neither the Term Sheet, the Stipulation, the Settlement, nor the negotiations leading to execution of the Term Sheet or the Settlement, nor any proceedings taken pursuant to or in connection with the Term Sheet or the Stipulation, and/or approval of the Settlement shall be offered against any Party or any releasees as evidence of any presumption, admission, or concession by any Party or any other of the releasees of any fault, liability, or wrongdoing of any kind (or any lack thereof) or of any damages whatsoever (or lack thereof).

BB. Nevertheless, Defendants have determined to enter into the Settlement on the terms and conditions set forth in this Stipulation solely to put Released Plaintiffs' Claims to rest, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages. For the avoidance of doubt, nothing in this Stipulation or the Settlement shall be construed as an admission by Defendants of any wrongdoing, fault, liability, or damages whatsoever.

CC. The Parties recognize that the Action has been filed and prosecuted by Plaintiffs in good faith and defended by Defendants in good faith and further that the Settlement Fund, and the other terms of the Settlement as set forth herein, were

negotiated with the assistance of the Mediator at arm's length, in good faith, and reflect an agreement that was reached voluntarily after consultation with experienced legal counsel.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, subject to the approval of the Court pursuant to Court of Chancery Rule 23, that the Action shall be fully and finally compromised, settled, and dismissed with prejudice, and that (i) all Released Plaintiffs' Claims (as defined below) shall be completely, fully, finally, and forever compromised, settled, released, discharged, extinguished, and dismissed with prejudice and without costs (except as provided herein) as against all Released Defendant Parties (as defined below), and (ii) all Released Defendants' Claims (as defined below) shall be completely, fully, finally, and forever compromised, settled, released, discharged, extinguished, and dismissed with prejudice and without costs (except as provided herein) as against all Released Plaintiff Parties (as defined below), upon and subject to the following terms and conditions of the Settlement:

A. Definitions

1. The following capitalized terms, used in this Stipulation and its Exhibits, shall have the meanings specified below:

a. "Administration Costs" means all costs, fees, and expenses associated with the administration or disbursement of the Settlement Fund,

including, without limitation, processing claims made by Class Members, calculating payments to Class Members or resolving any dispute relating thereto, or any other cost, fee, or expense otherwise incurred by the Settlement Administrator or Plaintiffs' Counsel in administering or carrying out the terms of the Settlement.

b. "Class" means a non-opt out class for settlement purposes only, and pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), consisting of all record and beneficial holders of Bioness common stock as of the Merger Date, together with their heirs, assigns, transferees, and successors-in-interest, with the exception of the Excluded Persons.

c. "Class Distribution Order" means an order authorizing the specific distribution of the Net Settlement Fund.

d. "Class Member" means a Person who is a member of the Class.

e. "Confidentiality Order" means the Stipulation and Amended Order for the Production and Exchange of Confidential and Highly Confidential Information dated January 2, 2024.

f. "Defendants' Counsel" means Lindon's Counsel and the Mann Defendants' Counsel, together.

g. "Effective Date" means the first date by which all of the events and conditions specified in Paragraph 17 of this Stipulation have been met and have occurred or have been waived in writing.

h. “Eligible Shares” means shares of Bioness common stock owned by Class Members on the Merger Date.

i. “Escrow Account” means the bank account that is maintained by the Settlement Administrator and into which the Settlement Fund will be deposited and held.

j. “Escrow Agent” means the agent or agents who shall be chosen by the Settlement Administrator to administer the Escrow Account.

k. “Excluded Persons” means:

i. (a) Defendants; (b) the members of immediate families of Defendants; (c) Excluded Stockholders as defined in the Merger Agreement; (d) any entity in which any Defendant has, or had, a controlling interest as of the Merger Date; and (e) the heirs, successors, or assigns of any such excluded person or entity and the legal representatives of Defendants.

l. “Exhibits” means the exhibits attached hereto.

m. “FDIC” means the Federal Deposit Insurance Corporation.

n. “Fee and Expense Award” means an award to Plaintiffs’ Counsel of fees and expenses to be paid from the Settlement Fund and approved by the Court in accordance with the Settlement, in full satisfaction of any and all claims for attorneys’ fees or expenses that have been, could be, or could have been asserted by Plaintiffs’ Counsel or any other counsel for any Class Member.

o. “Final” when referring to any judgment or order entered by the Court, means that one of the following has occurred: (i) the time for the filing or noticing of any motion for reconsideration, reargument, appeal, or review of the judgment or order has expired without any such filing or notice; or (ii) the judgment or order has been affirmed in all material respects on an appeal or after reconsideration or other review and is no longer subject to further review upon appeal, reconsideration, or other review, and the time for any petition for reconsideration, reargument, appeal, or review of such judgment or order (or any order affirming it) has expired; provided, however, that any disputes or appeals relating solely to the amount, payment, or allocation of the Fee and Expense Award or the Plan of Allocation, or any other plan of allocation, in this Action shall have no effect on finality for purposes of determining the date on which the Order and Final Judgment becomes Final, and shall not prevent, limit, or otherwise affect whether the Order and Final Judgment are considered Final.

p. “Insurance Carriers” means the issuers of the Mann Defendants’ insurance policies for the relevant policy period.

q. “Letter of Transmittal” means the letter of transmittal substantially in the form of Exhibit D to the Merger Agreement, which Bioness stockholders were required to sign in order to receive Merger Consideration as part of the Merger.

- r. “Lindon’s Counsel” means Wilks Law LLC.
- s. “Mann Defendants’ Counsel” means Gibson, Dunn & Crutcher LLP and Richards, Layton & Finger, P.A.
- t. “Merger Consideration” means proceeds of the Merger.
- u. “Merger Date” means March 30, 2021.
- v. “Net Settlement Fund” means the balance remaining in the Settlement Fund after the payment of (a) any Taxes or Tax Expenses; (b) any Administration Costs or Notice Costs; (c) any Fee and Expense Award awarded by the Court; and (d) any other costs or fees approved by the Court.
- w. “Notice” means the Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear substantially in the form attached hereto as Exhibit B.
- x. “Notice Costs” means the reasonable costs, fees, and expenses associated with providing notice of the Settlement to the Class.
- y. “Notice Payment” means One Hundred Thousand Dollars (\$100,000) of the Settlement Fund to be paid into the Account to cover Notice Costs.
- z. “Order and Final Judgment” means the Order and Final Judgment to be entered in the Action substantially in the form attached hereto as Exhibit D, or as modified by agreement of the Parties in writing.

aa. “Person” means any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, affiliate, joint stock company, investment fund, estate, legal representative trust, unincorporated association, entity, government and any political subdivision thereof, or any other type of business or legal entity.

bb. “Plaintiffs’ Counsel” means Levi & Korsinsky, LLP and Ashby & Geddes, P.A.

cc. “Plan of Allocation” means the proposed plan of allocation of the Net Settlement Fund to Class Members, as reflected in the Notice attached hereto as Exhibit B.

dd. “Released Claims” means Released Plaintiffs’ Claims and Released Defendants’ Claims, collectively or individually.

ee. “Released Defendant Parties” means Defendants as well as each of their respective current and former parents, affiliates, subsidiaries, committees, insurers, reinsurers, heirs, executors, administrators, trustees, estates, agents, employees, officers, directors, predecessors, predecessors-in-interest, successors, successors-in-interest, immediate family members, beneficiaries, assigns, advisors, counsel, representatives, and any entity under their control.

ff. “Released Defendants’ Claims” means upon the Effective Date of the Settlement, Defendants shall release the Released Plaintiff Parties from all

claims, liabilities, sanctions, complaints, and causes of action of every nature and description, including Unknown Claims, whether arising under state, federal, common, local, statutory, regulatory, foreign, or other law or rule that arise out of or relate to the investigation, institution, prosecution, or settlement of the claims asserted in the Action, except for claims to enforce the Settlement.

gg. “Released Parties” means Released Plaintiff Parties and Released Defendant Parties, collectively or individually.

hh. “Released Plaintiff Parties” means Plaintiffs, and each and every other member of the Class, and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under or through, any of them, and each of them, including Plaintiffs’ Counsel, any experts engaged by Plaintiffs in connection with the Action, and the Settlement Administrator, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only.

ii. “Released Plaintiffs’ Claims” means upon the Effective Date of the Settlement, the Plaintiffs, and each and every other member of the Class, on behalf of themselves and any and all of their respective successors-in-interest,

successors, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns, and transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under or through, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only, shall release the Released Defendant Parties and the Dismissed Defendants from all claims and causes of action of every nature and description, including Unknown Claims, whether arising under state, federal, common, local, statutory, regulatory, foreign, or other law or rule, that Plaintiffs asserted or could have asserted in connection with, relating to, or arising from the Merger, Mann Group's loans to Bioness, or the facts and circumstances alleged in the Verified Class Action Complaint or the Amended Complaint, except for claims to enforce the Settlement.

jj. "Releases" means Released Defendants' Claims and Released Plaintiffs' Claims, collectively or individually. "Releases" shall have the same meaning as "Released Claims."

kk. "Scheduling Order" means the [Proposed] Scheduling Order With Respect to Notice and Settlement Hearing substantially in the form attached hereto as Exhibit A.

ll. "Securities Transfer Records" means the stock transfer records maintained by or on behalf of Bioness, listing the names, mailing addresses, and, if

available, email addresses for all registered holders of Bioness common stock at the time of the Merger, including information identifying all Class Members and the number of Eligible Shares held by each Class Member.

mm. “Settlement Administrator” means Epiq Systems, Inc., the class action settlement administrator selected by Plaintiffs’ Counsel in connection with the Settlement.

nn. “Settlement Fund” means the sum of eight million nine hundred thousand United States dollars (\$8,900,000) (the “**Settlement Amount**”) in cash paid into the Escrow Account, inclusive of the Notice Payment.

oo. “Settlement Hearing” means the hearing to be held by the Court to, among other things: (i) determine whether to finally certify the Class for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (ii) determine, for settlement purposes only, whether Plaintiffs and Plaintiffs’ Counsel have adequately represented the Class, and whether Plaintiffs should be finally appointed as Class representatives for the Class and Plaintiffs’ Counsel should be finally appointed as Plaintiffs’ Counsel for the Class; (iii) determine whether the proposed Settlement should be approved as fair, reasonable, and adequate to the Class and in the best interests of the Class; (iv) determine whether the Action should be dismissed with prejudice and the Releases provided under this Stipulation should be granted; (v) determine whether the Order and Final

Judgment approving the Settlement should be entered; (vi) determine whether the Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vii) determine whether and in what amount any Fee and Expense Award should be paid to Plaintiffs' Counsel and/or to Plaintiffs as service awards; (viii) hear and rule on any objections to the Settlement, the Plan of Allocation, and/or Plaintiffs' Counsel's application for a Fee and Expense Award; and (ix) consider any other matters that may properly be brought before the Court in connection with the Settlement.

pp. “Summary Notice” means the Summary Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear substantially in the form attached hereto as Exhibit C, which will be published on a national wire service and on Levi & Korsinsky's firm website, and mailed in postcard form to Class Members, and will direct recipients to the Notice on the Settlement Administrator's website.

qq. “Taxes” means any taxes (including any estimated taxes, interest, penalties, or additional amounts) arising with respect to income earned by the Settlement Fund, including with respect to (i) any income earned by the Settlement Fund for any period during which the Settlement Fund on deposit in the Escrow Account is not treated, or does not qualify, as a “qualified settlement fund” for

federal or state income tax purposes, and (ii) the payment or reimbursement by the Settlement Fund of any amounts described in clause (i).

rr. “Tax Expenses” means expenses and costs incurred in connection with determining the amount of, and paying, any Taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any tax returns).

ss. “Termination Notice” means written notice of a Party’s election of their right to terminate the Settlement and this Stipulation.

tt. “Unknown Claims” means (i) any Released Plaintiffs’ Claims any Plaintiff or any other Class Member does not know or suspect to exist in their favor at the time of the release of Released Defendant Parties, and (ii) any Released Defendants’ Claims that any Defendant does not know or suspect to exist in their favor at the time of the release of Released Plaintiff Parties, including, without limitation, those which, if known, might have affected the decision to enter into the Settlement or to object or not to object to the Settlement. With respect to the Released Claims, the Parties stipulate and agree that, upon the occurrence of the Effective Date, the Parties shall waive expressly, and by operation of the Order and Final Judgment, each Class Member shall be deemed to have, and shall have, expressly waived, relinquished, and released any and all provisions, rights, and

benefits conferred by or under Civil Code of California Section 1542 or any law of the United States or any state of the United States or territory of the United States, or any foreign law, or principle of common law, that is similar, comparable, or equivalent to Civil Code of California Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Parties acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of the Parties, and Class Members (by operation of law), to completely, fully, finally, and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. The Parties acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of “Released Plaintiffs’ Claims” and “Released Defendants’ Claims” was separately bargained for and was a material element of the Settlement and was relied upon by each and all of Plaintiffs and Defendants in entering into this Stipulation.

B. Settlement Consideration

2. In consideration for the full and final release, settlement, dismissal, and discharge of any and all of the Released Claims against the Released Parties, the Parties have agreed to the following:

a. The Settlement Payments:

i. Within five (5) business days after execution of this Stipulation, or as soon thereafter as practicable, Plaintiffs' Counsel shall provide complete wire transfer information for the Escrow Account, instructions, as well as a completed Form W-9, and the name and telephone number of a person with knowledge who verbally can confirm the wiring instructions, to the Mann Defendants' Counsel.

ii. Within ten (10) business days after execution of this Stipulation, the Mann Defendants shall pay, or cause their Insurance Carriers to pay, the Notice Payment into the Escrow Account, provided that Plaintiffs' Counsel has provided complete wire transfer information and instructions as well as a completed Form W-9 to the Mann Defendants or Mann Defendants' Counsel pursuant to Paragraph B(2)(a)(i) of this Stipulation.

iii. Within twenty (20) calendar days after the Order and Final Judgment become Final, the Mann Defendants shall pay, or cause their Insurance Carriers to pay, the remainder of the Settlement Amount (\$8,800,00.00) into the

Escrow Account, provided that Plaintiffs' Counsel has provided complete wire transfer information and instructions as well as a completed Form W-9 to the Mann Defendants or Mann Defendants' Counsel pursuant to Paragraph B(2)(a)(i) of this Stipulation. For the avoidance of doubt, the payment due pursuant to this subparagraph shall be the total amount of the Settlement Amount, less the Notice Payment.

iv. Payment of the Settlement Amount, including the Notice Payment, shall be made by wire transfer into the Escrow Account; payment shall not be made by check.

b. If the Settlement Amount is not paid in a timely manner in accordance with Paragraph B(2)(a) above, Plaintiffs may exercise their right to terminate the Settlement under Paragraph 40 below.

C. Scope of the Settlement

3. Upon entry of the Order and Final Judgment, the Action shall be dismissed in its entirety and with prejudice. Each Party shall bear its own costs and legal fees, except (1) any costs associated with administrating and distributing the Settlement, which shall be paid out of the Escrow Account; and (2) any costs and legal fees awarded by the Court to Plaintiffs' Counsel, which shall be paid from the Escrow Account.

4. Upon the Effective Date, the Released Plaintiff Parties shall have fully, finally, and forever released, settled, and discharged the Released Defendant Parties and the Dismissed Defendants from and with respect to all of Released Plaintiffs' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of Released Plaintiffs' Claims against any of the Released Defendant Parties and the Dismissed Defendants.

5. Upon the Effective Date, the Released Defendant Parties shall have fully, finally, and forever released, settled, and discharged the Released Plaintiff Parties from and with respect to every one of Released Defendants' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of Released Defendants' Claims against any of the Released Plaintiff Parties.

D. Class Certification

6. Solely for the purposes of the Settlement and for no other purpose, the Parties agree to: (a) certification of the Action as a non-opt-out class action pursuant to Court of Chancery Rules 23(a) and 23(b)(1) and 23(b)(2) on behalf of the Class; (b) appointment of Plaintiffs as Class representative for the Class; and (c) appointment of Plaintiffs' Counsel as counsel for the Class.

7. The certification of the Class shall be binding only with respect to the Settlement and this Stipulation. In the event that the Settlement or this Stipulation

is terminated pursuant to their terms or the Effective Date fails to occur, the certification of the Class shall be deemed vacated and the Action shall proceed as though the Class had never been certified.

E. Submission of the Settlement to the Court for Approval

8. Promptly upon execution of the Stipulation, Plaintiffs and Defendants will file the Stipulation with the Court and seek certification of the Class as defined in Paragraph A(1)(b) and entry of a Scheduling Order authorizing notice of the Settlement and scheduling a Settlement Hearing.

9. In accordance with the Scheduling Order, the Settlement Administrator shall: (a) mail, or cause to be mailed, by first class U.S. mail, postage prepaid, or other mail service if mailed outside the United States, the Summary Notice to each Class Member at their last known address appearing in the Securities Transfer Records; and (b) email the Summary Notice to all Class Members for whom email addresses are available in the Securities Transfer Records. All record holders of stock who hold such stock on behalf of beneficial owners and who receive the Summary Notice shall be requested to forward the Summary Notice promptly to such beneficial owners. The Settlement Administrator shall use reasonable efforts to provide notice to such beneficial owners by making additional copies of the Summary Notice available to any record holder who, prior to the Settlement Hearing, requests the same for distribution to beneficial owners. In accordance with the

Scheduling Order, Plaintiffs' Counsel shall also cause the Summary Notice to be published on a national wire service and on Levi & Korsinsky, LLP's firm website. The Summary Notice will direct the recipient to the full Notice, which will be made available on a website devoted to this Settlement, to be created and maintained by the Settlement Administrator.

10. Any and all Notice Costs shall be paid from the Settlement Fund, regardless of the form or manner of notice approved or directed by the Court and regardless of whether the Court declines to approve the Settlement or the Effective Date otherwise fails to occur. In no event shall Plaintiffs, Released Defendant Parties, or any of their attorneys have any liability or responsibility for the Notice Costs. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, no Notice Costs and/or Administration Costs actually paid or incurred shall be returned or repaid to the Mann Defendants or the Insurance Carriers.

11. The Parties and their respective attorneys agree to use their individual and collective best efforts to obtain Court approval of the Settlement as soon as practicable and to effect, take, or cause to be taken all actions, and to do, or cause to be done, all things reasonably necessary, proper, or advisable under applicable laws, regulations, and agreements to consummate and make effective, as promptly as practicable, the Settlement provided for in this Stipulation and the dismissal of the Action with prejudice. The Parties and their respective attorneys agree to cooperate

fully with one another in seeking the Court's approval of the Settlement and this Stipulation and to use their best efforts to effect the consummation of the Settlement.

12. If the Settlement embodied in this Stipulation is approved by the Court, the Parties shall request that the Court enter the Order and Final Judgment.

13. In the event the Settlement is not approved by the Court or does not become Final or is not consummated for any reason, then the Settlement Fund, including any interest (but excluding any cost incurred in connection with providing notice to the Class), shall be returned to the entities which funded the Settlement Fund within ten (10) business days.

F. Stay Pending Court Approval

14. The Parties hereby agree to stay the proceedings in the Action, to file no further actions against the Released Parties asserting any Released Claims, and to stay and not to initiate any and all other proceedings other than those incident to the Settlement itself, pending the occurrence of the Effective Date or Termination of the Settlement. The Parties' (and any third parties') respective deadlines to respond to any filed or served pleadings, motions, or discovery requests are extended indefinitely. Any Party may inform the recipient of any subpoenas issued in connection with the Action (regardless of which Party issued the subpoena) that the proceedings in the Action are stayed pending approval of the Settlement and entry of the Order and Final Judgment.

15. The Parties agree to use their best efforts to seek the stay and dismissal of, and to oppose entry of any interim or final relief in favor of, any Class Member, in any other proceedings against any of Defendants or any other Released Defendant Parties that challenge the Settlement or otherwise assert or involve, directly or indirectly, any of the Released Plaintiffs' Claims against any of Released Defendant Parties.

16. Notwithstanding Paragraphs 14 and 15 above, nothing herein shall in any way impair or restrict the rights of any Party to defend this Stipulation or the Settlement or to otherwise respond in the event any Person objects to this Stipulation, the Settlement, the Order and Final Judgment, the Fee and Expense Award, or the Plan of Allocation.

G. Conditions of Settlement

17. The Effective Date of the Settlement shall be deemed to occur on the occurrence or written waiver of all of the following events, which events the Parties shall use their best efforts to achieve:

a. the payment in full of the Settlement Amount into the Escrow Account in accordance with Paragraph B(2)(a) above;

b. the Court's certification of the Class as a non-opt-out settlement class;

c. the Court's entry of the Order and Final Judgment, including the Releases substantially in the form set out in this Stipulation and the dismissal with prejudice of the Action without the award of any damages, costs, or fees and expenses, except as provided for in this Stipulation; and

d. the Order and Final Judgment becoming Final.

18. Upon the occurrence of the Effective Date, any and all remaining interest or right in the Settlement Fund of Defendants or any other of the Released Defendant Parties, including, but not limited to, the Insurance Carriers, shall be absolutely and forever extinguished, and the Releases provided under this Stipulation shall be effective.

H. Attorneys' Fees and Expenses

19. Plaintiffs' Counsel intends to petition the Court for a Fee and Expense Award, which application will be wholly inclusive of any request for attorneys' fees and expenses on behalf of any Class Member or their counsel in connection with the Settlement. The Parties acknowledge and agree that any Fee and Expense Award in connection with the Settlement shall be paid from the Settlement Fund and shall reduce the Settlement consideration paid to the Class accordingly.

20. The Parties did not discuss attorneys' fees before finalizing the substantive terms of this Stipulation. Defendants acknowledge that Plaintiffs' Counsel is entitled to a fee award for their efforts in achieving the Settlement. In

connection with the Settlement, Plaintiffs' counsel intends to apply for an award of fees of no more than \$2,225,000, plus reimbursement of out-of-pocket expenses not to exceed \$500,000 (the "**Fee and Expense Application**").

21. Plaintiffs may request that the Court allocate a portion of the Fee and Expense Award to Plaintiffs as service awards in consideration of Plaintiffs' time and efforts in connection with the prosecution of the Action on behalf of the Class. Any amount so allocated shall come out of the amount awarded under the Fee and Expense Award, and shall not increase the amount of the Fee and Expense Award or Application. No portion of the Fee and Expense Award shall be allocated or paid to Plaintiffs except insofar as the Court expressly approves such an award, and then, only in the amount approved by the Court.

22. The Court may consider and rule upon the fairness, reasonableness, and adequacy of the Settlement independently of the Fee and Expense Application. Any disapproval or modification of the Fee and Expense Application by the Court or on appeal shall not affect or delay the enforceability of the Settlement, provide any Party with the right to terminate the Settlement, impose any obligation on any Defendant, subject any Defendant in any way to an increase in the amount paid by them or on their behalf in connection with the Settlement, affect or delay the binding effect or finality of the Settlement or the release of the Released Claims against the Released Parties, or prevent the occurrence of the Effective Date. For the avoidance

of doubt, this Stipulation, the Settlement, the Order and Final Judgment, and whether the Order and Final Judgment become Final, are not conditioned upon the approval of any Fee and Expense Award, either at all or in any particular amount, by the Court. For the further avoidance of doubt, Plaintiffs' Counsel will only seek an award of attorneys' fees and expenses and any service awards from the Settlement Fund; Plaintiffs and Plaintiffs' Counsel will not seek any additional fees, costs, expenses, or other monetary sum from Defendants; and Plaintiffs and Plaintiffs' Counsel shall not make any other fee application in connection with the Action in the Court or in any other court or other tribunal or forum.

23. The Fee and Expense Award shall be paid from the Settlement Fund to Plaintiffs' Counsel within twenty (20) calendar days of the Court's entry of any order awarding Plaintiffs' Counsel attorneys' fees or expenses or as soon thereafter as the Settlement Fund is fully funded, notwithstanding the existence of any timely filed objections to the Fee and Expense Award or any appeal or potential for appeal therefrom, or collateral attack on the Fee and Expense Award, the Settlement, or any part thereof, subject to Plaintiffs' Counsel's obligation to make refunds or repayments to the Settlement Fund, if the Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the Fee and Expense Award is reduced or reversed and such order reducing or reversing the award has become Final.

Plaintiffs' Counsel shall make the appropriate refund or repayment in full no later than thirty (30) calendar days after: (a) receiving from Defendants a notice of termination of the Settlement pursuant to the terms of this Stipulation; or (b) any order disapproving, reducing, reversing, or otherwise modifying the Fee and Expense Award.

24. Plaintiffs' Counsel shall be responsible for allocating and paying any portion of the Fee and Expense Award to any other counsel or (if awarded by the Court) as service awards to Plaintiffs. Released Defendant Parties shall not have any liability to any counsel for any Class Member for any claimed attorneys' fees and expenses in connection with the Action or the Settlement.

I. The Settlement Fund

25. The Settlement Fund shall be used to pay: (a) any Taxes or Tax Expenses; (b) any Administration Costs or Notice Costs; (c) any Fee and Expense Award awarded by the Court; and (d) any other costs or fees approved by the Court. The Net Settlement Fund shall be distributed pursuant to a plan of allocation to be approved by the Court. Defendants' sole obligation with respect to the Settlement Fund shall be to pay or cause to be paid the Settlement Fund into the Escrow Account.

26. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All

funds held by the Escrow Agent shall be deemed to be in custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned to the Mann Defendants and/or the Insurance Carriers pursuant to the terms of this Stipulation and/or further order of the Court.

27. The Escrow Agent shall invest any funds in the Escrow Account exclusively in instruments or securities backed by the full faith and credit of the government of the United States of America (or a mutual fund invested exclusively in such instruments or securities), and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC. In the event that the yield on United States Treasury Bills is negative, in lieu of purchasing such instruments or securities, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. The Released Defendant Parties shall not have any responsibility or liability for any decrease in value in the funds deposited in the Escrow Account.

28. All Taxes and Tax Expenses shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by the Settlement Administrator and without further order of the Court. Any tax returns prepared for the Settlement Fund shall be consistent with the previous Paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. Released Defendant Parties shall have no responsibility or liability for any such Taxes or Tax Expenses or the acts or omissions of the Settlement Administrator or its agents with respect to the payment of Taxes or Tax Expenses, as described herein.

29. The Settlement Fund is an all-in settlement number, meaning that it includes not only amounts to resolve claims and allegations in the Action but also all attorneys' fees, administration costs, notice costs, expenses, as well as any other costs, expenses, or fees of any kind whatsoever associated with the resolution of the Action.

30. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, none of Defendants, the Insurance Carriers, any other Released Defendant Parties, or any other Person who or which paid any portion of the Settlement Amount, shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever.

31. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiffs' Counsel may pay from the Settlement Fund, without further approval from Defendants or further order of the Court, all Notice Costs or Administration Costs actually incurred and paid or payable. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, publishing the Summary Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the administrative expenses incurred and fees charged by the Settlement Administrator in connection with providing notice and administering the Settlement, and the fees, if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice Costs, Administration Costs, Taxes, or Tax Expenses actually paid or incurred, including any related fees, shall not be returned or repaid to the Mann Defendants and/or the Insurance Carriers. In no event shall Plaintiffs' Counsel be responsible or liable for any Notice Costs or Administration Costs, which costs shall solely be paid out of the Settlement Fund.

J. Settlement Administration

32. Plaintiffs' Counsel shall engage the Settlement Administrator, subject to the approval of the Court, which shall provide notice of the Settlement to the Class and for the disbursement of the Net Settlement Fund to Class Members pursuant to a plan of allocation to be approved by the Court. Released Defendant Parties shall

not have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Settlement Administrator, the giving of Notice to the Class, or the disbursement of the Net Settlement Fund to Class Members.

33. Defendants shall cooperate with Plaintiffs' Counsel regarding the provision of notice of the Settlement to the Class and the administration of the Settlement, which cooperation shall include, but not be limited to, providing to the extent available the Securities Transfer Records in accordance with Paragraph 34 below.

34. For purposes of distributing the Net Settlement Fund to Class Members, the Mann Defendants' Counsel shall: (i) within twenty (20) business days after the Court's entry of the Scheduling Order, provide, or cause to be provided, to Plaintiffs' Counsel or the Settlement Administrator in an electronically searchable form, such as Microsoft Excel, the Securities Transfer Records providing, for each Class Member, the number of Eligible Shares each Class Member held, whether the Class Member signed the Letter of Transmittal, whether the Class Member received Merger Consideration after signing the Letter of Transmittal, and the contact information of each such Class Member, including mailing address, telephone number(s) and email address(es), as available.

35. The Net Settlement Fund shall be distributed to Class Members in accordance with the Plan of Allocation, which is subject to Court approval, or such other plan of allocation as may be approved by the Court.

36. Notwithstanding anything to the contrary in this Stipulation, the Plan of Allocation is not a necessary term of the Settlement or this Stipulation, and it is not a condition of the Settlement or this Stipulation that any particular plan of allocation be approved by the Court. Plaintiffs and Plaintiffs' Counsel may not cancel or terminate the Settlement (or this Stipulation) based on the Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in connection with the Settlement.

37. The Net Settlement Fund shall be distributed to Class Members only after the Effective Date of the Settlement and after: (a) all Notice Costs, all Administration Costs, all Taxes, and any Fee and Expense Award have been paid from the Settlement Fund or reserved; and (b) the Court has entered the Class Distribution Order. At such time that Plaintiffs' Counsel, in its sole discretion, deems it appropriate to move forward with the distribution of the Net Settlement Fund to the Class, Plaintiffs' Counsel will apply to the Court, on notice to Defendants' Counsel, for the Class Distribution Order.

38. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Class Members. Plaintiffs, Defendants, and the other Released

Defendant Parties, and each of their respective counsel, shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the determination, administration, or calculation of any payment from the Net Settlement Fund, the nonperformance of the Settlement Administrator or a nominee holding shares on behalf of a Class Member, the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund except as provided in Paragraph 28, or any losses incurred in connection therewith.

39. All proceedings with respect to the administration of the Settlement and distribution pursuant to the Class Distribution Order shall be subject to the exclusive jurisdiction of the Court.

K. Termination of Settlement; Effect of Termination

40. Plaintiffs and the Mann Defendants (as a group that unanimously agrees amongst themselves) shall each have the right to terminate the Settlement and this Stipulation by providing a Termination Notice to the other parties to this Stipulation within thirty (30) calendar days of: (a) the Court's final refusal to enter the Scheduling Order in any material respect and such final refusal decision has become Final; (b) the Court's refusal to approve this Stipulation, the Settlement, or any part of it that materially affects any Party's rights or obligations hereunder and such final refusal decision has become Final; (c) the Court's declining to enter the Order and Final Judgment in any material respect and such final refusal decision has become

Final; or (d) the date upon which the Order and Final Judgment is modified or reversed in any material respect by an appellate court and such order modifying or reversing the Order and Final Judgment becomes Final. In addition to the foregoing, Plaintiffs shall have the unilateral right to terminate the Settlement and this Stipulation, by providing a Termination Notice within thirty (30) calendar days of any failure of the Insurance Carriers or the Mann Defendants to pay the Notice Payment or full payment of the Settlement Amount into the Escrow Account in accordance with Paragraph B(2)(a) of this Stipulation. For the avoidance of doubt, the Parties stipulate and agree that any change to the scope or substance of the Releases provided for in this Stipulation and the Settlement would constitute a material change that gives rise to each of the Parties' rights to terminate this Stipulation and the Settlement. Neither a modification nor a reversal on appeal of any Fee and Expense Award awarded by the Court or any order modifying or rejecting the Plan of Allocation shall be deemed a material modification of the Order and Final Judgment or this Stipulation.

41. In the event that the Settlement is terminated pursuant to the terms of Paragraph 40 of this Stipulation or the Effective Date otherwise fails to occur for any other reason, then (a) the Settlement and this Stipulation (other than this Paragraph 41 and Paragraphs 7, 10, 23, 27, 28, 31, 39, 40, 46, 55, 56, 58, 59, and 60 of this Stipulation) shall be canceled and terminated; (b) any judgment entered in the

Action and any related orders entered by the Court shall in all events be treated as vacated, *nunc pro tunc*; (c) the Releases provided under the Settlement shall be null and void; (d) the fact of, and negotiations and other discussions leading to, the Settlement shall not be admissible in any proceeding before any court or tribunal; (e) all proceedings in the Action shall revert to their status as of immediately prior to the agreement to the Settlement Term Sheet on November 3, 2025; (f) the Parties shall meet and confer and jointly petition the Court for a case scheduling order; (g) the Parties shall proceed in all respects as if the Settlement and this Stipulation (other than this Paragraph) had not been entered into by the Parties; and (h) within ten (10) calendar days after joint written notification of termination is sent by the Parties' counsel to the Escrow Agent, the Settlement Fund (including accrued interest thereon, and any other change in value as a result of the investment of all or any portion of the Settlement Fund, and any funds received by Plaintiffs' Counsel consistent with Paragraph 23 of this Stipulation), less any Notice Costs and Administration Costs actually incurred, paid, or payable, and less any Taxes and Tax Expenses paid, due, or owing, shall be refunded by the Escrow Agent directly to the Persons who made payments pursuant to Paragraph B(2)(a) above in such amounts as directed by the Mann Defendants' Counsel. In the event that the funds received by Plaintiffs' Counsel consistent with Paragraph 23 of this Stipulation above have not been refunded to the Settlement Fund within the ten (10) calendar days specified

in this Paragraph, those funds shall be refunded by the Escrow Agent immediately upon their deposit into the Escrow Account directly to the Persons who made payment pursuant to Paragraph B(2)(a) above in such amounts as directed by the Mann Defendants' Counsel consistent with Paragraph 23 of this Stipulation.

L. No Admissions

42. It is expressly understood and agreed that neither the Settlement nor any act or omission in connection therewith is intended or shall be deemed or argued to be evidence of or to constitute an admission or concession by: (a) Defendants or any of Released Defendant Parties, as to (i) the truth of any fact alleged by Plaintiffs, (ii) the validity of any claims or other issues raised, or which might be or might have been raised, in the Action or in any other litigation, (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation, or (iv) any wrongdoing, fault, or liability of any kind by any of them, which each of them expressly denies; or (b) Plaintiffs that any of their claims lack merit in any respect, that any of Defendants had meritorious defenses, or that damages recoverable from Defendants under the Amended Complaint would not have exceeded the Settlement Amount.

43. The Released Parties may file this Stipulation and/or the Order and Final Judgment in any action to enforce the Settlement or that has been or may be brought against them in order to support a claim or defense based on principles of

res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim or in connection with any insurance litigation.

M. Miscellaneous Provisions

44. The Mann Defendants warrant that, as to the payments made or to be made on behalf of the Defendants pursuant to the Settlement and this Stipulation, at the time of entering into this Stipulation and at the time of such payment, to the best of their knowledge, neither the Mann Defendants nor the Insurance Carriers are insolvent, nor will the payment required to be made on behalf of Defendants render the Mann Defendants or the Insurance Carriers insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including Sections 101 and 547 thereof.

45. The Parties and their respective counsel agree to cooperate fully with one another to obtain (and, if necessary, defend on appeal) all necessary approvals of the Court required by this Stipulation, and to use best efforts to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

46. The Parties agree that in the event of any breach of this Stipulation, all of the Parties' rights and remedies at law, equity, or otherwise, are expressly reserved.

47. This Stipulation may be executed in one or more counterparts, including by signature transmitted by facsimile or email. Each counterpart when so executed shall be deemed to be an original, and all such counterparts together shall constitute the same instrument.

48. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

49. If any deadline set forth in this Stipulation or the Exhibits thereto falls on a Saturday, Sunday, or legal holiday, that deadline will be continued to the next business day.

50. Each counsel or other person executing this Stipulation on behalf of any Party warrants that he or she has the full authority to bind his or her principal to this Stipulation.

51. Plaintiffs represent and warrant that none of Released Plaintiffs' Claims have been assigned, encumbered, or in any manner transferred, in whole or in part.

52. This Stipulation shall not be modified or amended, nor shall any provision of this Stipulation be deemed waived, unless such modification, amendment, or waiver is in writing and executed by or on behalf of all of the Parties (or their successors-in-interest).

53. Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Stipulation shall not be deemed a waiver

of any of the provisions hereof, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Stipulation to be performed by such other Party. Waiver by any Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation, and failure by any Party to assert any claim for breach of this Stipulation shall not be deemed to be a waiver as to that or any other breach and will not preclude any Party from seeking to remedy a breach and enforce the terms of this Stipulation.

54. This Stipulation is and shall be binding upon, and shall inure to the benefit of, the Parties (and, in the case of the Releases, all Released Parties as third-party beneficiaries), and their respective legal representatives, heirs, executors, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns, including, without limitation, any corporation or other entity with which any party hereto may merge, reorganize, or otherwise consolidate.

55. Notwithstanding the entry of the Order and Final Judgment, the Court shall retain jurisdiction with respect to the implementation, enforcement, and interpretation of the terms of this Stipulation and the Settlement, and all of the Parties submit to the jurisdiction of the Court for all matters relating to the administration, enforcement, and consummation of the Settlement and the implementation, enforcement, and interpretation of this Stipulation. For any such action (but no other

action) brought in this Court, each of the Parties (i) consents to personal jurisdiction, (ii) consents to service of process on such Party by email to its undersigned counsel, and (iii) waives any objection to venue in the Court and any claim that the Court is an inconvenient forum.

56. The construction and interpretation of this Stipulation, and any and all disputes arising out of or relating in any way to this Stipulation, shall be governed by and construed in accordance with the laws of the State of Delaware and without regard to the laws that might otherwise govern under principles of conflicts of law applicable hereto. Any action arising under or to enforce this Stipulation or any portion thereof, shall be commenced and maintained only in this Court.

57. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

58. Except as otherwise provided herein, each Party shall bear its own costs.

59. Whether or not this Stipulation is approved by the Court and whether or not the Settlement is consummated, or the Effective Date occurs, the Parties and their respective counsel shall use their best efforts to keep all negotiations, discussions, and drafts in connection with this Stipulation confidential.

60. All agreements made and orders entered during the course of this Action relating to the confidentiality of information, including, without limitation,

the Confidentiality Order, shall survive the Settlement and entry of the Order and Final Judgment.

61. This Stipulation and the Exhibits (Exhibit A: [Proposed] Scheduling Order With Respect to Notice and Settlement Hearing; Exhibit B: Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear; Exhibit C: Summary Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear; and Exhibit D: [Proposed] Order and Final Judgment) constitute the entire agreement among the Parties with respect to the subject matter hereof. The Exhibits are incorporated by reference as if set forth herein verbatim, and the terms of all Exhibits are expressly made part of this Stipulation, provided, however, that if there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any Exhibit, the terms of the Stipulation shall prevail. No representations, warranties, or inducements have been made to or relied upon by any Party concerning this Stipulation or its Exhibits, other than the representations, warranties, and covenants expressly set forth in this Stipulation or the Exhibits.

62. The Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes between the Released Plaintiff Parties and the Released Defendant Parties. Accordingly, Plaintiffs, Defendants, and their respective counsel agree not to assert in any forum or to any authority that this Action

was brought by Plaintiffs or defended by Defendants in bad faith or without a reasonable basis. Plaintiffs and Defendants represent and agree that the terms of the Settlement reached between Plaintiffs and Defendants were negotiated at arm's length and in good faith by Plaintiffs and Defendants and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

63. While retaining their right to deny that the claims asserted in the Action were meritorious, Defendants and their respective counsel, in any statement made to any media representative (whether or not for attribution), will not assert that the Action was commenced or prosecuted in bad faith, nor will they deny that the Action was commenced and prosecuted in good faith and is being settled voluntarily after consultation with competent legal counsel. In all events, the Parties and their respective counsel shall not make any accusations of wrongful or actionable conduct by any Party concerning the prosecution, defense, and resolution of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

64. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by Plaintiffs, Defendants, or their respective counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class Member's tax obligations, and

the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

IN WITNESS WHEREOF, the Parties, through their undersigned counsel, have executed this Stipulation.

Dated: January 15, 2026

OF COUNSEL:

LEVI & KORSINSKY, LLP

Donald J. Enright
Elizabeth K. Tripodi
Jordan A. Cafritz
1101 Vermont Ave., N.W., Suite 800
Washington, DC 20005
(202) 524-4290

ASHBY & GEDDES, P.A.

/s/ Samuel M. Gross
Stephen E. Jenkins (#2152)
Samuel M. Gross (#6811)
500 Delaware Avenue, 8th Floor
P.O. Box 1150
Wilmington, Delaware 19899
(302) 654-1888
SJenkins@ashbygeddes.com
SGross@ashbygeddes.com

*Attorneys for Plaintiffs Teuza – A
Fairchild Technology Venture Ltd.,
Nachos, Inc., and Adnir Holdings Ltd.*

**RICHARDS, LAYTON & FINGER,
P.A.**

OF COUNSEL:

**GIBSON, DUNN & CRUTCHER
LLP**

Marshall R. King
M. Jonathan Seibald
200 Park Avenue
New York, New York 10166
(212) 351-4000

Luke A. Dougherty
1900 Lawrence St., Suite 3000
Denver, Colorado 80202
(303) 298-5700

/s/ Raymond J. DiCamillo

Raymond J. DiCamillo (#3188)
Kevin M. Gallagher (#5337)
Kyle H. Lachmund (#6842)
Kaitlyn R. Zavatsky (#7172)
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
(302) 651-7700
dicamillo@rlf.com
gallagher@rlf.com
lachmund@rlf.com
zavatsky@rlf.com

*Attorneys for Defendants Michael
Dreyer, Anoosheh Bostani, Alfred E.
Mann Trust, and Mann Group, LLC*

WILKS LAW, LLC

/s/ Scott B. Czerwonka

Scott B. Czerwonka (#4844)

Andrea S. Brooks (#5064)

Jordan P. Hicks (#7410)

4250 Lancaster Pike, Suite 200

Wilmington, DE 19805

(302) 225-0850

sczerwonka@wilks.law

abrooks@wilks.law

jhicks@wilks.law

Attorney for Defendant Mark Lindon