



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

BRAD IHLE, Individually and On
Behalf of All Others Similarly
Situating,

Plaintiff,

v.

C.A. No. 2023-0759-LWW

THEODORE J. BROMBACH,
PATRICK C. EILERS, JAMES P.
NYGAARD, JR., and XPD SPONSOR
LLC,

Defendants.

[CORRECTED]
STIPULATION AND AGREEMENT OF SETTLEMENT,
COMPROMISE, AND RELEASE

This Stipulation and Agreement of Settlement, Compromise, and Release, dated November 13, 2025 (with the Exhibits hereto, the “Stipulation,” and the settlement contemplated hereby, the “Settlement”), regarding the claims (the “Claims”) against the Defendants (as defined below) in the above captioned stockholder class action (the “Action”), is entered into by and among the following parties: (i) Plaintiff Brad Ihle, individually and on behalf of the Class (as defined herein), and (ii) Defendants Theodore J. Brombach (“Brombach”), Patrick C. Eilers

(“Eilers”), James P. Nygaard, Jr. (“Nygaard”), and XPDI Sponsor LLC (the “Sponsor”) (collectively, the “Defendants”).

The parties hereto submit this Stipulation 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 in full and final disposition of the Claims; (ii) to state all of the terms of the Settlement and the resolution of the Claims; and (iii) to fully, finally, and forever compromise, resolve, discharge, settle, and dismiss with prejudice the Action and all Claims.¹

RECITALS

WHEREAS:

Summary of the Action

A. On December 29, 2020, Power & Digital Infrastructure Acquisition Corp. (“XPDI” or the Company), a special purpose acquisition company, was incorporated as a Delaware corporation for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization, or similar business combination with one or more businesses or entities.

B. On February 12, 2021, XPDI completed its initial public offering (“IPO”) of 34,500,000 units (“Public Units”) at \$10.00 per unit, generating gross

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

proceeds of \$345 million. Each Public Unit consisted of one share of XPDI Class A Common Stock (“Class A Common Stock”) and one fourth of one redeemable public warrant (“Public Warrant”). Each Public Warrant entitled the holder thereof to purchase one share of Class A Common Stock at an exercise price of \$11.50 per share.

C. The funds raised from the IPO were placed in a trust account for the benefit of XPDI public stockholders, who had the right to redeem all or a portion of their shares of Class A Common Stock at a per-share price, payable in cash, equal to their *pro rata* share of the aggregate amount on deposit in the trust account upon the occurrence of certain events.

D. On July 20, 2021, XPDI entered into an Agreement and Plan of Merger and Reorganization (the “Merger Agreement”) with Core Scientific, Inc. (“Legacy Core”), pursuant to which XPDI would merge with Legacy Core (the “Transaction”).

E. On December 30, 2021, XPDI filed with the United States Securities and Exchange Commission (“SEC”) a definitive Proxy Statement concerning the Transaction (such proxy statement together with any preliminary proxy filings, as well as any amendments or supplements thereto, the “Proxy”), which was mailed to XPDI stockholders on January 3, 2022.

F. The Proxy informed stockholders of a special meeting to be held on January 19, 2022 (the “Special Meeting”), at which stockholders would vote whether to approve the Transaction and related transactions outlined in the Merger Agreement. The Proxy also informed stockholders that the deadline for stockholders to redeem their shares in connection with the Transaction was two business days prior to the consummation of the Transaction, January 14, 2022 at 5:00 p.m. EST (the “Redemption Deadline”).

G. Prior to the Special Meeting, the holders of 12,347,077 shares of XPDI Class A Common Stock (the “Redeeming Stockholders”) exercised their right to redeem those shares, and, concurrent with the consummation of the Transaction, the Redeeming Stockholders received \$123,483,147.34. At the close of the Transaction, the total number of shares of XPDI Class A Common Stock that were not redeemed equaled 22,152,923.

H. On January 19, 2022, XPDI’s stockholders voted to approve the Transaction.

I. On January 20, 2022, the Transaction and related transactions closed (the “Closing”). Following the Closing, XPDI was renamed Core Scientific, Inc.

J. On July 25, 2023, Plaintiff filed a Verified Stockholder Class Action Complaint for Breach of Fiduciary Duty and Aiding and Abetting Breach of

Fiduciary Duty against the Defendants, as well as Paul Dabbar, Paul Gaynor, Colleen Sullivan, Scott Widham, Benjamin W. Atkins, Jesse Peltan, AP XDPI Sponsor Holdings, LLC, Energy & Power Transition Partners, LLC (N/K/A Transition Equity Partners, LLC), XMS XPDI Sponsor Holdings LLC, and XMS Capital Partners, LLC (the “Former Defendants”). *Brad Ihle v. Theodore J. Brombach, et al.*, C.A. No. 2023-0759-LWW (Trans. ID 70481348) (the “Complaint”).

K. On October 20, 2023, Defendants filed an Answer to the Complaint, and the Former Defendants filed a Partial Motion to Dismiss the Complaint (Trans. ID 71146714).

L. On December 19, 2023, Plaintiff and the Former Defendants agreed to dismiss the claims asserted in the Complaint against the Former Defendants without prejudice by stipulation (Trans. ID 71654633).

M. The Complaint, as amended by the above-described stipulation, asserted claims against the Defendants for breaches of fiduciary duties in their capacities as directors, officers, and controllers of XPDI (the “Claims”).

N. On January 29, 2024, Plaintiff served his First Requests for Production of Documents on the Defendants.

O. Between February 26 and February 29, 2024, Plaintiff served subpoenas on various third parties to obtain responsive materials related to the Transaction.

P. Between May 3 and August 22, 2024, Plaintiff obtained approximately 4,945 documents comprising approximately 45,589 pages from certain subpoenaed third parties in response to Plaintiff's subpoenas.

Q. Between December 6, 2024 and June 24, 2025, Defendants produced approximately 15,707 documents comprising approximately 117,865 pages to Plaintiff in response to targeted requests Plaintiffs had made for materials concerning the Transaction.

R. On June 26, 2025, the parties to the Action filed an Amended Joint Stipulation and [Proposed] Scheduling Order (Trans. ID 76540691), noting that the parties had agreed to pursue mediation (the "Mediation") and would stay certain discovery pending the outcome of the Mediation, which the Court granted on June 27, 2025 (Trans. ID 76543318).

S. On July 7, 2025, in advance of the Mediation, Defendants produced to Plaintiff an additional 178 documents comprised of 347 pages, which included Defendants' responsive text message communications.

T. On July 30, 2025, Plaintiff and Defendants participated in a full-day Mediation session before David M. Murphy, Esq., of Phillips ADR Enterprises (the “Mediator”).

U. On August 21, 2025, following additional negotiations and discussions through the Mediator, the parties accepted a double-blind Mediator’s proposal to resolve the Action, for the “Settlement Amount” described herein.

V. Later, on August 21, 2025, Plaintiff filed a letter to inform the Court that the parties had reached an agreement in principle to settle the Action (Trans. ID 76910213).

W. 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 Settling Parties.

Plaintiff’s Claims and the Benefits of the Settlement

X. Based upon their investigation, discovery, and prosecution of the Action, Plaintiff and Plaintiff’s Counsel (defined below) believe that the Claims asserted against the Defendants have substantial merit. Plaintiff and Plaintiff’s Counsel also believe, however, that the Settlement set forth in this Stipulation provides substantial and immediate benefits to the Class. In reaching this conclusion, Plaintiff and Plaintiff’s Counsel considered, among other things: (i) the

risks and uncertainties of continued litigation, including the outcome of motions, trial, and appeals; (ii) the limited available insurance coverage, including the risk that defense costs or other proceedings would continue to diminish such coverage; (iii) the inherent problems of proof associated with, and the possible defenses to, Plaintiff's Claims against the Defendants; (iv) the desirability of permitting the Settlement to be consummated according to its terms; (v) the expense, burden, and length of continued proceedings necessary to prosecute the Action through trial and appeals; (vi) the Mediator's proposal to resolve the Claims on the terms set forth in this Stipulation; and (vii) the conclusion of Plaintiff and Plaintiff's Counsel that 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 against the Defendants on the terms set forth herein.

Y. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Plaintiff of any infirmity in the Claims asserted in the Action.

Z. Based on Plaintiff's Counsel's thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiff's Counsel believes 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 Claims asserted in the Action, as well as evaluation and input from Plaintiff's Counsel, Plaintiff has determined that the Settlement is in the best interests of the Class and has agreed to the terms and conditions set forth in this Stipulation.

The Defendants' Denial of Wrongdoing and Liability

AA. The Defendants and Former Defendants deny any and all allegations of fault, liability, wrongdoing, or damages with respect to the Claims, including, but not limited to, any allegation that any of the Defendants or Former Defendants committed any violation of law or breach of any duty to XPDI or its stockholders, or that any of the Defendants or Former Defendants have any liability or owe any damages of any kind to Plaintiff or the Class. Defendants and Former Defendants maintain that their conduct was at all times proper and in compliance with applicable law and their fiduciary duties. Defendants and Former Defendants further deny that the stockholders of XPDI were harmed by any conduct alleged, or that could have been alleged, in the Action. Defendants and Former Defendants make no admission of liability or any form of wrongdoing whatsoever. Neither the Settlement, the Stipulation, nor any negotiations or proceedings related thereto shall be offered against any Defendant or Former Defendant as evidence of any presumption,

admission, or concession by any Defendant or Former Defendants of any fault, liability, wrongdoing, or damages of any kind.

BB. Defendants have determined to enter into the Settlement on the terms and conditions set forth in this Stipulation solely to put the 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 the Defendants or Former Defendants of any wrongdoing, fault, liability, or damages whatsoever.

CC. The parties recognize that the Action has been filed and prosecuted by Plaintiff in good faith and defended by the Defendants in good faith, and further that the Settlement Payment, and the other terms of the Settlement set forth herein, were negotiated 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 Claims shall be fully and finally compromised, settled, and dismissed with prejudice, and that (i) all Released Plaintiff's 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. In addition to the terms defined elsewhere in this Stipulation, 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 Eligible Class Members, calculating payments to Eligible Class Members or resolving any dispute relating thereto, or any other cost, fee, or expense otherwise incurred by the Settlement Administrator or Plaintiff's 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 XPDI Class A Common Stock who held such stock during the Class Period, together with their respective successors-in interest who obtained shares by operation of law, but excluding 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. “Class Period” means the close of the market on January 14, 2022 at 5:00 p.m. EST (the “Redemption Deadline”) through the close of the Transaction on January 20, 2022.

f. “Custodian” means a broker-dealer, bank, sub-custodian, or other nominee that holds securities in its name on behalf of a beneficial owner.

g. “DTC” means the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company.

h. “DTC Participants” means all DTC participants that held XPDI Class A Common Stock immediately after the Redemption Deadline on January 14, 2022.

i. “Effective Date” means the first date by which all of the events and conditions specified in Paragraph 15 of this Stipulation have been met and have occurred or have been waived in writing.

j. “Eligible Class Members” means those Class Members who held Eligible Shares, i.e., holders of XPDI Class A Common Stock who had the right to but did not exercise their redemption rights in connection with the Transaction.

k. “Eligible Shares” means shares of Class A Common Stock owned by Class Members immediately after the Redemption Deadline (January 14, 2022 at 5:00 p.m. EST) that were not submitted for redemption in connection with the Transaction.

l. “Escrow Account” means the bank account that is maintained by Plaintiff’s Counsel and into which the Settlement Amount will be deposited and wherein the Settlement Fund will be held.

m. “Escrow Agent” means the agent or agents who shall be chosen by Plaintiff’s Counsel to administer the Escrow Account.

n. “Excluded Persons” means:

i. (a) all Defendants in the Action; (b) members of the immediate family of any individual Defendant in the Action; (c) any person who was an officer, director, owner, manager or managing member of any Defendant during the Class Period and any members of their immediate family; (d) any parent, subsidiary, or affiliate of any Defendant; (e) any entity in which any Defendant or any other excluded person or entity has, or had during the Class Period, a controlling

interest; and (f) the legal representatives, agents, affiliates, heirs, estates, successors, or assigns of any such excluded party.

ii. (a) XPDI; and (b) any person who was an officer or director of XPDI during the Class Period and any members of their immediate family.

iii. Redeeming Stockholders.

o. “Exhibits” means the exhibits attached hereto.

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

q. “Fee and Expense Award” means an award to Plaintiff’s 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 Plaintiff’s Counsel or any other counsel for any Class Member.

r. “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, re-argument, 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, re-argument, 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 attorneys' fees and expenses 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.

s. “Insurance Carrier” means the issuer of XPDI’s directors and officers insurance policy.

t. “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.

u. “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.

v. “Notice Costs” means the reasonable costs, fees, and expenses associated with providing notice of the Settlement to the Class.

w. “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 Settling Parties in writing.

x. “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.

y. “Plaintiff’s Counsel” means Scott + Scott Attorneys at Law LLP, Christensen Law LLC, and Kaskela Law.

z. “Plan of Allocation” means the proposed plan of allocation of the Net Settlement Fund to Eligible Class Members, set forth in Exhibit B hereto, or such other plan of allocation approved by the Court.

aa. “Redeeming Stockholders” means any XPDI stockholder who redeemed 100% of the stockholders’ shares of XPDI Class A common stock before January 20, 2022.

bb. “Released Claims” means Released Plaintiff’s Claims and Released Defendants’ Claims, collectively or individually.

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

dd. “Released Plaintiff’s Claims” means any and all rights, liabilities, suits, debts, obligations, demands, damages, losses, judgments, matters, issues, claims and causes of action of every nature and description whatsoever, whether known or unknown, contingent or absolute, mature or not mature, liquidated or unliquidated, accrued or not accrued, direct or indirect, legal or equitable, and whether arising under federal, state, or foreign law that are, have been, could have been, could now be, or in the future could, can, or might be asserted in the Action or in any other court, tribunal, or proceeding by Plaintiff or any other member of the Class, individually, or as a member of the Class directly (in their capacities as former XPDI stockholders) against any of the Released Defendant Parties that (i) arise out of or relate to the ownership of XPDI common stock during the Class Period, including the Claims asserted in the Complaint, or (ii) arise out of or relate to the allegations, transactions, facts, matters, representations, or alleged omissions involved, set forth, or referred to in the Complaint.

ee. “Released Plaintiff Parties” means Plaintiff, all other Class Members, and Plaintiff’s Counsel, as well as 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, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only.

ff. “Released Defendants’ Claims” means any and all claims, liabilities, sanctions and causes of action of every nature and description, whether known or unknown, whether arising under state, federal, common, local, statutory, regulatory, foreign, or other law or rule that arise out of or relate to the institution, prosecution, or settlement of the Claims asserted in the Action. For the avoidance of doubt, the Released Defendants’ Claims shall not include the right to enforce this Stipulation or the Settlement.

gg. “Released Defendant Parties” means the Defendants and Former Defendants as well as each of their respective current and former parents, affiliates, subsidiaries, committees, insurers, reinsurers, attorneys, heirs, executors, administrators, trustees, estates, employees, officers, directors, predecessors, predecessors-in-interest, successors, successors-in-interest, beneficiaries, assigns, and any entity under their control.

hh. “Releases” means Released Defendants’ Claims and Released Plaintiff’s Claims, collectively or individually.

ii. “Scheduling Order” means the [Proposed] Scheduling Order with Respect to Notice and Settlement Hearing substantially in the form attached hereto as Exhibit A.

jj. “Securities Transfer Records” means the stock transfer records maintained by or on behalf of XPDI listing the names, mailing addresses, and, if available, email addresses for all registered holders of XPDI Class A Common Stock during the Class Period, including information identifying all Redeeming Stockholders and the number of shares each Redeeming Stockholder redeemed.

kk. “Settlement Administrator” means the class action settlement administrator to be selected by Plaintiff’s Counsel in connection with the Settlement.

ll. “Settlement Amount” means the sum of \$14.75 million in United States dollars (\$14,750,000) in cash.

mm. “Settlement Fund” means the Settlement Amount plus all interest earned thereon.

nn. “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 whether Plaintiff and Plaintiff's Counsel have adequately represented the Class, and whether Plaintiff should be finally appointed as Class representative for the Class and Plaintiff's Counsel should be finally appointed as 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 Claims 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 Plaintiff's Counsel out of the Settlement Fund; (viii) hear and rule on any objections to the Settlement, the Plan of Allocation, and/or Plaintiff's 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.

oo. "Settling Parties" means Plaintiff and Defendants, collectively.

pp. "Settlement Payment" means the payment of the Settlement Amount.

qq. “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.

rr. “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).

ss. “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).

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

uu. “Unknown Claims” means (i) any Released Plaintiff’s Claims that Plaintiff or any other Class Member does not know or suspect to exist in their

favor at the time of the release of the 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 the Released Plaintiff Parties. This includes, without limitation, those claims 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 Settling Parties stipulate and agree that, upon the occurrence of the Effective Date, the Settling Parties shall expressly waive, and by operation of the Order and Final Judgment, each Class Member shall be deemed to have expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state or territory of the United States, or principle of common law, that is similar, comparable, or equivalent to Cal. Civ. Code § 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 Settling 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 Settling 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 Settling 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 Plaintiff’s 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 Plaintiff and Defendants in entering into this Stipulation.

B. Settlement Consideration

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

a. The Settlement Payment:

i. Within five (5) business days after execution of this Stipulation, Plaintiff’s Counsel shall provide to Defendants’ Counsel complete and correct ACH transfer information and instructions for payment to the Escrow Account, as well as a completed Form W-9 for any and all payees, and the name and

telephone number of a person with knowledge who verbally can confirm the wiring instructions.

ii. No later than (A) twenty (20) business days after entry of the Scheduling Order by the Court authorizing notice of the Settlement and scheduling a final approval hearing for the Settlement, and (B) receipt of the information required in Paragraph 2(a)(i) above, the Defendants shall pay or cause to be paid the Settlement Amount into the Escrow Account.

iii. Payment of the Settlement Amount shall be made by ACH 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 2(a), Plaintiff may exercise his right to terminate the Settlement under Paragraph 45 below.

c. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiff's Counsel may pay from the Settlement Fund, without further approval from Defendants or order of the Court, all Notice Costs and Administration Costs up to the sum of \$200,000, which shall include the costs of disseminating the Notice. Before the Effective Date, all such Notice Costs and Administration Costs in excess of \$200,000 may be paid from the Settlement Fund only with prior approval of the Court. If the Settlement does not become Final,

Notice Costs and Administration Costs paid out of the Settlement Fund or incurred shall not be returned or repaid to any person or entity who or which funded the Settlement Fund. After the Effective Date, Notice Costs and Administration Costs may be paid as incurred, without approval of Defendants or further order of the Court.

C. Scope of the Settlement

3. Upon entry of the Order and Final Judgment, the Released Claims shall be dismissed in their entirety and with prejudice. Plaintiff and Defendants shall each bear their own fees, costs, and expenses, except as expressly provided in this Stipulation; provided, however, that nothing herein shall affect Defendants' rights to, and claims for, advancement or indemnity of their legal fees, costs, and expenses in connection with the Action, the Settlement, or any of the Released Plaintiff's Claims, nor any claims that Defendants may have against third parties, or their respective insurers, co-insurers, or reinsurers.

4. Upon the Effective Date, the Released Plaintiff Parties shall have fully, finally, and forever released, settled, and discharged the Released Defendant Parties from and with respect to every one of the Released Plaintiff's Claims, and shall thereupon be forever barred and enjoined from commencing, instituting,

prosecuting, or continuing to prosecute any of the Released Plaintiff's Claims against any of the Released Defendant Parties.

5. The Order and Final Judgment shall contain a bar order in a form substantially similar to the following:

Upon the Effective Date, any claims (i) against any of the Released Defendant Parties, or (ii) by any of the Defendants against any other Person, in which the injury claimed is the claimant's actual or threatened liability to Plaintiff or any other Class Member, arising out of or relating to the subject matter of the Action, including without limitation any third-party claims for contribution in accordance with 10 Del. C. § 6304 and any similar laws and statutes, are hereby barred; provided, however, that any claims by a Defendant for advancement, indemnification, and insurance arising out of or relating to the Action shall not be barred.

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

D. Class Certification

7. Solely for the purposes of the Settlement and for no other purpose, the Settling 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 (b)(2) on behalf of the

Class; (b) appointment of Plaintiff as Class representative for the Class; and (c) appointment of Plaintiff's Counsel as counsel for the Class.

8. 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

9. As soon as practicable after this Stipulation has been executed, the Settling Parties shall jointly submit this Stipulation, together with its Exhibits, to the Court, and shall jointly apply to the Court for entry of the Scheduling Order.

10. The Settling 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 Settling 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.

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

F. Stay Pending Court Approval

12. Other than as set forth in this Paragraph 12, the Settling Parties hereby agree to stay the proceedings against the Defendants in the Action, to file no further actions against the Released Defendant Parties asserting any Released Claims, and to stay and not to initiate any and all other proceedings against the Released Defendant Parties other than those incident to the Settlement itself, pending the occurrence of the Effective Date. This Settlement and the stay contemplated by this Paragraph 12 shall apply to any and all claims filed against the Defendants in an amended complaint prior to the Effective Date.

13. The Settling 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 the Defendants or any other Released Defendant Parties that challenge the Settlement or otherwise assert or involve, directly or indirectly, any of the Released Plaintiff's Claims against any of the Released Defendant Parties.

14. Notwithstanding Paragraphs 12 and 13 above, nothing herein shall in any way impair or restrict the rights of any Settling 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

15. 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 Settling 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 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 Released Plaintiff's Claims 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.

16. Upon the occurrence of the Effective Date, any and all remaining interest or right in the Settlement Fund of the Defendants or any other of the Released Defendant Parties shall be absolutely and forever extinguished, and the Releases provided under this Stipulation shall be effective.

H. Attorneys' Fees and Expenses

17. Plaintiff's 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 and may also include provision for a service award to the named Plaintiff not to exceed \$2,500. Defendants shall take no position with respect to any such petition. The Settling 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. Plaintiff's Counsel's application for a Fee and Expense Award is not the subject of any agreement among the Settling Parties except as set forth in this Stipulation.

18. The Fee and Expense Award shall be paid from the Settlement Fund to Plaintiff's Counsel within five (5) calendar days of the Court's entry of a Fee and Expense Award, 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 Plaintiff's 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. Plaintiff's Counsel shall make the appropriate refund or repayment in full no later than twenty (20) business days after: (a) receiving from Defendants' Counsel 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 has become Final.

19. This Stipulation, the Settlement, the Order and Final Judgment, and whether the Order and Final Judgment becomes Final, are not conditioned upon the approval of any Fee and Expense Award, either at all or in any particular amount, by the Court. The Fee and Expense Award may be considered separately from this Stipulation and the proposed Settlement. Any disapproval or modification of the Fee and Expense Award by the Court or on appeal shall not (a) affect or delay the enforceability of this Stipulation or the Settlement, (b) provide any Settling Party the right to terminate the Settlement, (c) impose any obligation on any Defendant, (d) subject any Defendant in any way to an increase in the amount paid on his behalf in

connection with the Settlement; or (e) affect or delay the binding effect or finality of the Order and Final Judgment or the release of the Released Claims against the Released Parties.

20. Plaintiff and Plaintiff's Counsel warrants that no portion of any Fee and Expense Award shall be paid to Plaintiffs or any Class Member, except as may be approved by the Court.

21. Plaintiff's Counsel shall be responsible for allocating and paying any portion of the Fee and Expense Award to any other counsel or any Class Member. 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

22. 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 the Plan of Allocation approved by the Court.

23. 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 the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed to the Class or returned to the Defendants pursuant to the terms of this Stipulation and/or further order of the Court.

24. The Escrow Agent shall invest any funds in the Escrow Account exclusively in United States Treasury Bills (or a mutual fund invested solely in such instruments) 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 Treasury Bills, 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 backed by the full faith and credit of the United States.

25. The Settlement Fund is intended to be a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1, and Plaintiff’s Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for timely and properly filing or causing

to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Plaintiff's Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. Plaintiff's Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this Paragraph 25, including, as necessary, making a "relation back election," as described in Treasury Regulation § 1.468B-1(j), to cause the qualified settlement fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

26. All Taxes and Tax Expenses shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by Plaintiff's Counsel and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with Paragraph 25 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 Plaintiff's Counsel or its agents with respect to the payment of Taxes or Tax Expenses, as described herein.

27. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, none of the Defendants, 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.

28. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiff's Counsel and/or the Escrow Agent may pay or cause to be paid from the Settlement Fund, without further approval from the 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. If 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 Defendants and/or the Insurance Carrier.

J. Notice to Class Members

29. In accordance with the Scheduling Order, the Settlement Administrator shall 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 Notice, which includes the Plan of Allocation, attached hereto as Exhibit B, to each Class Member at their last known address appearing in the Securities Transfer Records. All record holders of stock who hold such stock on behalf of beneficial owners and who receive the Notice shall be requested to forward the Notice promptly to such beneficial owners.

30. The proposed Notice to be mailed to Class Members in accordance with the Scheduling Order apprises Eligible Class Members of (among other disclosures) the nature of the Action, the definition of the Class, the claims and issues in the Action, the Released Claims that will be released in the Settlement, Class Members' right to object to the Settlement and the process for lodging an objection, and the plan and process for allocating and distributing the Net Settlement Fund.

31. In accordance with the Scheduling Order, the Settlement Administrator shall also cause the Summary Notice to be published in the *Investor's Business Daily* and over the PR Newswire.

32. The Parties further agree that the Notice and Summary Notice (as approved by the Court), as well as any other relevant documents will be posted on a Settlement website established and maintained by the Settlement Administrator in accordance with the Scheduling Order.

33. Subject to the approval of the Court, Plaintiff's Counsel shall engage the Settlement Administrator to provide all notices approved by the Court to Eligible Class Members, to establish and maintain the Settlement website, to oversee the administration of the Settlement, and to distribute the Net Settlement Fund.

34. Any and all Notice Costs and Administration 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 Plaintiff, the Released Defendant Parties, or any of their attorneys have any liability or responsibility for the Notice Costs and Administration Costs. If the Settlement is terminated pursuant to the terms of this Stipulation, all Notice Costs and Administration Costs actually paid or incurred up to the date of termination shall not be returned or repaid to the Defendants or their insurers.

K. Distribution of the Settlement Fund

35. Plaintiff's Counsel shall engage the Settlement Administrator to provide notice of the Settlement to the Class and for the disbursement of the Net Settlement Fund to Eligible Class Members as set forth in the Plan of Allocation, included in the Notice, attached hereto as Exhibit B. The 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 Eligible Class Members.

36. For purposes of distributing the Net Settlement Fund to Eligible Class Members, Defendants, at no cost to the Settlement Fund, Plaintiff's Counsel, or the Settlement Administrator, shall (a) within ten (10) business days after the Court's entry of the Scheduling Order, provide or cause to be provided to Plaintiff's Counsel or the Settlement Administrator in an electronically searchable form, such as Microsoft Excel: (i) the Securities Transfer Records which includes name, address, and number of shares and an allocation report, "chill" report, or such other report generated by DTC providing, for each relevant DTC Participant on the Redemption Deadline, the participant's "DTC number," the relevant number of shares of XPDI Class A common stock held as of January 14, 2022; and (ii) a list of Excluded

Persons, which includes entity name, entity account number, DTC Participant, DTC Participant number, and number of excluded shares.

37. The Defendants, at the request of Plaintiff and/or Plaintiff's Counsel, and at no cost to the Settlement Fund, Plaintiff, Plaintiff's Counsel, or the Settlement Administrator, shall make reasonable efforts to provide such additional information as may be required to distribute the Net Settlement Fund to Eligible Class Members and to ensure that the Net Settlement Fund is paid only to Eligible Class Members, and as to Eligible Shares, and not to Excluded Persons, including, without limitation, using reasonable efforts to obtain additional information from Excluded Persons and/or Excluded Persons' brokers if requested to do so by the DTC Participants.

38. Excluded Persons shall not have any right to receive any part of the Settlement Fund for their own account(s) (i.e., accounts in which they hold a proprietary interest), or any additional amount based on any claim relating to the fact that Settlement proceeds are being received by any other stockholder, under any theory, including, but not limited to, contract, application of statutory or judicial law, or equity.

39. The Net Settlement Fund shall be allocated and distributed to Eligible Class Members in accordance with the Plan of Allocation, set forth in detail in Exhibit B hereto, which is subject to approval by the Court.

40. If there is any balance remaining in the Net Settlement Fund within a reasonable amount of time after distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, amounts returned by Excluded Persons who erroneously receive settlement payments, or otherwise), the Settlement Administrator shall, if feasible, distribute such balance among the Eligible Class Members who received and deposited the initial distribution, in the same manner as the initial distribution. If the cost of making such a further distribution or distributions is unreasonably high relative to the amount remaining in the Net Settlement Fund, Plaintiff's Counsel may instruct the Settlement Administrator to distribute any balance which still remains in the Net Settlement Fund, after provision for all anticipated taxes and other expenses, to the Delaware Combined Campaign for Justice. Neither the Released Defendant Parties nor their indemnitors or insurers shall have any reversionary interest in the Net Settlement Fund.

41. 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. Plaintiff and Plaintiff's 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.

42. The Net Settlement Fund shall be distributed to Eligible 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 Plaintiff's Counsel, in its sole discretion, deems it appropriate to move forward with the distribution of the Net Settlement Fund to the Class, Plaintiff's Counsel will apply to the Court, on notice to Defendants' Counsel, for the Class Distribution Order.

43. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Class Members. Plaintiff, 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, or any losses incurred in connection therewith.

44. 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.

L. Termination of Settlement; Effect of Termination

45. The Settling Parties 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 Settling 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, Plaintiff 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 Defendants to pay the full payment of the Settlement Amount into the Escrow Account in a timely manner in accordance with Paragraph 2(a) of

this Stipulation. For the avoidance of doubt, the Settling 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 Settling 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.

46. In the event that the Settlement is terminated pursuant to the terms of Paragraph 45 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 46 and Paragraphs 8, 18, 23, 26, 45, 50, 53, 69, and 70 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 in principle reached on August 21, 2025; (f) the Settling Parties shall meet and confer

and jointly petition the Court for a case scheduling order; (g) the Settling Parties shall proceed in all respects as if the Settlement and this Stipulation (other than this Paragraph) had not been entered into by the Settling Parties; and (h) within fifteen (15) 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 Plaintiff's Counsel consistent with Paragraph 18 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 2(a) above. In the event that the funds received by Plaintiff's Counsel consistent with Paragraph 18 of this Stipulation above have not been refunded to the Settlement Fund within the fifteen (15) 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 2(a) above. Before directing Plaintiff's Counsel under this Paragraph, the Defendants agree to notify all Persons who made payments pursuant to Paragraph 2(a) and obtain their prior written approval on the proposed refund direction to be given to Plaintiff's Counsel.

M. No Admission of Liability

47. 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 the Released Defendant Parties, as to (i) the truth of any fact alleged by Plaintiff, (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) Plaintiff that any of the Claims are without merit, that any of the Defendants had meritorious defenses, or that damages recoverable from Defendants under the Complaint would not have exceeded the Settlement Amount.

48. The Released Parties may file this Stipulation and/or the Order and Final Judgment in any action 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, claim preclusion or issue preclusion or similar defense or counterclaim or in connection with any insurance litigation.

N. Miscellaneous Provisions

49. The 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, none of the Defendants or the Insurance Carrier are insolvent, nor will the payment required to be made on behalf of the Defendants render the Defendants or the Insurance Carrier insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof.

50. In the event of the entry of a Final order of a court of competent jurisdiction determining the transfer of money to the Settlement Fund or any portion thereof on behalf of the Defendants to be a preference, voidable transfer, fraudulent transfer, or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited into the Settlement Fund by others, then, at the election of Plaintiff, the Settling Parties shall jointly move the Court to vacate and set aside the Releases given and the Order and Final Judgment entered pursuant to this Stipulation, in which event (i) the Releases and the Order and Final Judgment shall be null and void; (ii) the Settling Parties shall be restored to their respective positions in the litigation as provided in Paragraph 46 of this Stipulation; (iii) Plaintiff's Counsel shall refund the Fee and Expense Award consistent with

Paragraph 18 of this Stipulation; and (iv) any cash amounts in the Settlement Fund (less any Taxes paid, due, or owing with respect to the Settlement Fund, and less any Notice Costs and Administration Costs actually incurred, paid, or payable) shall be returned to the Persons who made payments pursuant to Paragraph 2(a) above. Before directing Plaintiff's Counsel under this Paragraph, the Defendants agree to notify all Persons who made payments pursuant to Paragraph 2(a) and obtain their prior written approval on the proposed refund direction to be given to Plaintiff's Counsel.

51. The Settling 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 of 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.

52. This Stipulation shall be deemed to have been mutually prepared by the Settling Parties and shall not be construed against any of them by reason of authorship.

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

54. This Stipulation may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. Any signature to this Stipulation by means of facsimile or other electronic means shall be treated in all manner and respects as an original signature and shall be considered to have the same binding legal effect as if it were the original signed version thereof and without any necessity for delivery of the original signed signature pages in order for this to constitute a binding agreement.

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

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

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

58. Plaintiff represents and warrants that none of the Released Plaintiff's Claims have been assigned, encumbered, or in any manner transferred, in whole or in part.

59. 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 Settling Parties (or their successors-in-interest).

60. Any failure by any Settling Party to insist upon the strict performance by any other Settling Party of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and such Settling 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 Settling Party. Waiver by any Settling Party of any breach of this Stipulation by any other Settling Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation, and failure by any Settling 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 Settling Party from seeking to remedy a breach and enforce the terms of this Stipulation.

61. This Stipulation is and shall be binding upon, and shall inure to the benefit of, the Settling 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.

62. 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 Settling 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 Settling Parties (i) consents to personal jurisdiction, (ii) consents to service of process on such Settling 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.

63. 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.

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

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

66. Whether or not this Stipulation is approved by the Court and whether the Settlement is consummated, or the Effective Date occurs, the Settling Parties and their respective counsel shall keep all negotiations, discussions, acts performed, agreements, drafts, documents signed, and proceedings in connection with this Stipulation confidential to the extent permitted by law.

67. All agreements made and orders entered during this Settlement relating to the confidentiality of information, including, without limitation, the Confidentiality Order, shall survive the Settlement and entry of the Order and Final Judgment.

68. 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 Settling 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 Settling Party concerning this Stipulation or its Exhibits, other than the representations, warranties, and covenants expressly set forth in this Stipulation or the Exhibits.

69. The Settling Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Plaintiff and any other Class Members against the Released Defendant Parties with respect to Released Plaintiff's Claims. Accordingly, Plaintiff, the Defendants, and their respective counsel agree not to assert in any forum that this Action was brought by Plaintiff or defended by the Defendants in bad faith or without a reasonable basis. Plaintiff and the Defendants represent and agree that the terms of the Settlement reached between Plaintiff and the Defendants were negotiated at arm's-length and in good faith by Plaintiff and the Defendants, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

70. While retaining their right to deny that the claims asserted in the Action were meritorious, the 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, Plaintiff, the Defendants, and their respective counsel shall not make any accusations of wrongful or actionable conduct by any Settling Party concerning the prosecution, defense, and resolution of the Claims, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

71. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by Plaintiff, the 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 Settling Parties, through their undersigned counsel, have executed this Stipulation effective as of the date set forth above.

Dated: November 13, 2025

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