



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

FUNICULAR FUNDS, LP,)
)
Plaintiff,)
)
v.)
)
CONCORD ACQUISITION CORP,)
CONCORD SPONSOR GROUP LLC,)
CA CO-INVESTMENT LLC, BOB)
DIAMOND, JEFF TUDER, MICHELE)
CITO, DAVID SCHAMIS, PETER)
ORT, THOMAS KING, and LARRY)
LEIBOWITZ)
)
Defendants.)

C.A. No. 2022-1173-PAF

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

This Stipulation and Agreement of Settlement, Compromise, and Release, dated August 21, 2025 (the “**Stipulation**”), is entered into by and among: (i) Plaintiff Funicular Funds, LP (“**Plaintiff**”), on behalf of itself and the other members of the Settlement Class (as defined in Paragraph 1(w) below); and (ii) Defendants Concord Acquisition Corp, Bob Diamond, Jeff Tuder, Michele Cito, David Schamis, Peter Ort, Thomas King, and Larry Leibowitz (collectively, “**Defendants**”) (Plaintiff and Defendants together, the “**Parties**”). Subject to the terms and conditions set forth herein and the approval of the Court of Chancery of the State of Delaware (the “**Court**”) under Court of Chancery Rule 23, the Settlement embodied in this

Stipulation is intended to be a full and final disposition of the claims asserted against Defendants in the above-captioned stockholder class action (the “**Action**”).

WHEREAS:

A. Concord Acquisition Corp. (“**Concord**” or the “**SPAC**”) was incorporated in Delaware on August 20, 2020 “for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization, or similar business combination with one or more businesses” with a focus on the financial services and financial technology sectors. The SPAC was capitalized through an initial public offering (“**IPO**”) of 27,600,000 units (the “**Units**”), generating gross proceeds of \$276,000,000. Each Unit consisted of one share of Class A Common Stock, par value \$0.0001 per share, of the SPAC (“**Class A Stock**”) and one-half of one redeemable warrant. Each whole warrant (*i.e.*, two half-warrants) entitled the unitholder to purchase one share of Class A Stock for \$11.50 (“**Warrant**”).

B. The SPAC also conducted a private placement of 752,000 Units, similarly consisting of one share of Class A Stock and one-half of a Warrant, collectively generating gross proceeds of \$7,520,000 (the “**PIPE**”).

C. The SPAC filed an amended and restated certificate of incorporation (“**Amended Charter**”) with the Delaware Secretary of State on December 7, 2020. The Amended Charter required the SPAC to complete an initial business combination within 18 months of the IPO (or 24 months from the IPO if an

“Extension Election” under the Amended Charter was properly made) or otherwise redeem all of its outstanding Class A Stock and dissolve.

D. Following the IPO, the SPAC successfully identified an initial business combination opportunity involving Circle Internet Financial Ltd. (“**Circle**”), a global financial technology company that provides payment and treasury infrastructure for digital assets and blockchain. Concord and Circle agreed on July 7, 2021, to consummate a business combination, pursuant to a Business Combination Agreement (the “**Original Agreement**”) and, after mutually terminating the Original Agreement on February 16, 2022, entered into a Transaction Agreement providing for a business combination (the “**Transaction Agreement**”).

E. After effectuating an extension of the deadline to consummate a business combination under the Amended Charter, Concord had until December 10, 2022 to consummate an initial business combination under the relevant provisions of the Amended Charter.

F. On December 5, 2022, realizing that the business combination contemplated by the Transaction Agreement was not capable of being consummated prior to the deadline in the Amended Charter, Concord and Circle terminated the Transaction Agreement and entered into a Termination Agreement as of December 5, 2022 (the “**Termination Agreement**”). As a result of the termination of the Transaction Agreement, and as required by the Termination Agreement, Circle paid

certain of Concord's incurred expenses and issued to Concord 396,514 shares of Circle's restricted, unregistered ordinary shares (the "**Break-Up Fee**").

G. On December 19, 2022, Plaintiff filed its Verified Class Action Complaint for Declaratory, Injunctive, and Monetary Relief (the "**Complaint**") on behalf of itself and similarly situated stockholders of Concord against Defendants, Concord Sponsor Group LLC (the "**Sponsor**") and CA Co-Investment LLC, asserting claims for breach of fiduciary duty, *inter alia*, with respect to the distribution of the Break-Up Fee.

H. On December 28, 2022, Concord redeemed all of the Class A Stock at a per share redemption price of \$10.18 per share pursuant to the terms of the Amended Charter.

I. On January 31, 2023, the Court granted the Parties' Stipulation and [Proposed] Order Regarding the Break-Up Fee (the "**Break-Up Fee Stipulation**"), in which Concord agreed not to distribute the Break-Up Fee pending resolution of this Action.

J. On June 16, 2023, Defendants, Sponsor, and CA Co-Investment LLC moved to dismiss the Complaint.

K. On July 17, 2023, Plaintiff issued a subpoena *duces tecum* to Ernst & Young LLP ("EY"), pursuant to which Plaintiff received EY's valuation analysis regarding the Circle shares included in the Break-Up Fee.

L. On November 17, 2023, Plaintiff filed its Verified Amended Class Action Complaint for Declaratory, Injunctive and Monetary Relief (the “**Amended Complaint**”).

M. On January 12, 2024, Defendants moved to dismiss the Amended Complaint.

N. On June 14, 2024, Plaintiff filed its Opposition to Defendants’ motion to dismiss.

O. On October 1, 2024, Defendants withdrew their motions to dismiss.

P. On October 3, 2024, the Court entered a Stipulation and [Proposed] Order providing for dismissal without prejudice of: (i) all claims against Sponsor and CA Co-Investment LLC, and (ii) Counts I, III, and IV of the Amended Complaint.

Q. Beginning in October 2024, the Parties issued written discovery requests to each other, including requests for the production of documents and interrogatories to Defendants, which Defendants responded to on January 10, 2025.

R. On January 10, 2025, Defendants filed their Answer to Plaintiff’s Verified Amended Class Action Complaint.

S. On April 30, 2025, Plaintiff deposed Defendant Tudor, the CEO of the Concord.

T. In parallel with discovery and following Defendants' Answer, the Parties, directly and through their counsel, engaged in extensive, arm's-length negotiations over a period of several months regarding an appropriate distribution of the value of the Break-Up Fee to members of the Settlement Class. Such discussions continued following Circle's initial public offering, through which the Circle shares issued in connection with the Break-Up Fee would become publicly tradeable.

U. On August 13, 2025, the Parties reached an agreement in principle to settle the Action (the "**Settlement**"). The Settlement provides, *inter alia*, the Parties' agreement to settle and release all claims against Defendants in the Action in return for consideration of (i) a cash payment of \$3,700,000 (United States Dollars) (the "**Settlement Cash**"); and (ii) an amount of shares of the Break-Up Fee (the "**Settlement Shares**," and with the Settlement Cash, the "**Settlement Amount**"), calculated as follows based on the volume weighted average price (*i.e.* "VWAP") of Circle stock, as reported by Bloomberg, for the 30-day period preceding the expiration of the Lock Up (as defined in Paragraph 8 below):

Circle Share Price (NYSE: CRCL)	Amount Of Settlement Shares
< \$50	92,668
\$50.01 - \$125	117,668
\$125.01 - \$225	130,668
\$225.01 - \$250	137,668
>\$250.01	142,668

V. 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 among the Parties, subject to approval by the Court.

W. Plaintiff, through its counsel, has conducted an investigation and pursued discovery relating to the claims and the underlying events alleged in the Action. Counsel analyzed the evidence adduced during the investigation and fact discovery as such evidence relates to the applicable law with respect to the claims asserted in the Action and the potential defenses thereto. This investigation and the settlement negotiations between the Parties have provided Plaintiff with a detailed basis upon which to assess the relative strengths and weaknesses of Plaintiff's position, Defendants' positions in this litigation, and thus the value of Plaintiff's claims.

X. Based upon Plaintiff's investigation, prosecution, and negotiations with Defendants during the course of this Action, including discovery, Plaintiff and its counsel have concluded that the terms and conditions of the Settlement and this Stipulation are fair, reasonable, and adequate to Plaintiff and the other members of the Settlement Class and in their best interests. Based on Plaintiff's direct oversight of the prosecution of this matter, along with the input of its counsel, Plaintiff agreed to settle the claims raised in the Action pursuant to the terms and provisions of this Stipulation, after considering: (i) the substantial and immediate benefits that Plaintiff and the other members of the Settlement Class will receive from the resolution of the Action; (ii) the attendant risks and delay associated with litigation through trial, including the potential depreciation of the asset in dispute; and (iii) the desirability of the terms of the Settlement provided by this Stipulation. 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 this Action.

Y. Defendants deny all allegations of wrongdoing, fault, liability, or damage to Plaintiff or the Settlement Class, and further deny that Plaintiff has asserted a valid claim as to any of them. Defendants further deny that they engaged in any wrongdoing or committed any violation of law or breach of duty and believe that they acted properly, in good faith, and in a manner consistent with their legal duties and are entering into the Settlement and this Stipulation solely to avoid the

substantial burden, expense, inconvenience, and distraction of continued litigation and to resolve Plaintiff's claim against Defendants. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of or an admission or concession on the part of any of the Defendants with respect to any claim or factual allegation or of any fault or liability or wrongdoing or damage whatsoever or any infirmity in the defenses that any of the Defendants have or could have asserted.

Z. The Parties recognize that the Action has been filed and prosecuted by Plaintiff in good faith and defended by Defendants in good faith and further that the Settlement Amount to be paid, and the other terms of the Settlement as 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 STIPULATED AND AGREED, by and among Plaintiff (individually and on behalf of the Settlement Class) and Defendants that, subject to the approval of the Court under Court of Chancery Rule 23, for good and valuable consideration set forth herein and conferred on Plaintiff and the Settlement Class, the sufficiency of which is acknowledged, the claims asserted in the Action on behalf of the Settlement Class against Defendants shall be finally and fully settled, compromised, and dismissed with prejudice, and that the Released Claims shall be finally and fully compromised, resolved, discharged, settled, and

dismissed with prejudice against the Released Defendants' Persons, and that the Released Defendants' Claims shall be finally and fully compromised, resolved, discharged, settled, and dismissed with prejudice against the Released Plaintiff in the manner set forth herein.

I. DEFINITIONS.

1. In addition to the terms defined elsewhere in this Stipulation, the following capitalized terms, used in this Stipulation and any Exhibits attached hereto and made a part hereof, shall have the meaning ascribed to them below:

- a. **"Defendants' Counsel"** means Greenberg Traurig, LLP.
- b. **"DTC"** means the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company.
- c. **"Effective Date"** means the first date by which all of the events and conditions specified in Paragraph 29 of this Stipulation have been met and have occurred or have been waived.
- d. **"Escrow Account"** means the account maintained by Morris Kandinov LLP and into which the Settlement Cash shall be deposited.
- e. **"Excluded Stockholders"** means (i) Defendants; (ii) any person who is, or was at the close of business on December 28, 2022, an officer or director of Concord; (iii) the immediate family members of any of the foregoing excluded persons; (iv) any trusts, estates, entities, or accounts that held Concord Class A Stock

for the benefit of any of the foregoing excluded persons; (v) any entity in which any of the foregoing excluded persons or entities has, or had at the close of business on December 28, 2022, a controlling interest; and (vi) the legal representatives, heirs, successors-in-interest, successors, transferees, and assigns of the foregoing excluded persons or entities.

f. **“Final,”** when referring to the Judgment or any other court order, means (i) if no appeal is filed, the expiration date of the time provided for filing or noticing any motion for reconsideration, reargument, appeal, or other review of the order; or (ii) if there is an appeal from the Judgment or order, the later of (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari, reconsideration, or otherwise, or (b) the date the judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari, reconsideration, reargument, or other form of review, or the denial of a writ of certiorari, reconsideration, reargument, or other form of review, and, if certiorari, reconsideration, or other form of review is granted, the date of final affirmance following review pursuant to that grant; provided, however, that any disputes or appeals relating solely to (i) the amount, payment, or allocation of attorneys’ fees and expenses or (ii) the plan of allocation of the Settlement Fund (as submitted or subsequently modified) shall have no effect on finality for purposes of determining the date on which the Judgment becomes Final and shall not otherwise

prevent, limit or otherwise affect the Judgment, or prevent, limit, delay or hinder entry of the Judgment.

g. “**Judgment**” means the Order and Final Judgment, substantially in the form attached hereto as **Exhibit A**, to be entered by the Court approving the Settlement.

h. “**Litigation Expenses**” means costs and expenses incurred by Plaintiff’s Counsel in connection with commencing, prosecuting, and settling the Action, including any Notice and Administrative Costs incurred by Plaintiff’s Counsel, for which Plaintiff’s Counsel intend to apply to the Court for payment from the Settlement Fund.

i. “**Net Settlement Fund**” means the Settlement Fund less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any attorneys’ fees and/or Litigation Expenses awarded by the Court from the Settlement Fund, including any incentive award to Plaintiff, which shall be deducted solely from any award of attorneys’ fees; and (iv) any other costs or fees approved by the Court.

j. “**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**, which is to be mailed (or emailed) to potential Settlement Class Members.

k. **“Notice and Administration Costs”** means costs and expenses incurred by the Settlement Administrator or Plaintiff’s Counsel in connection with disseminating the Notice and administering and distributing the Settlement Fund.

l. **“Plaintiff’s Counsel”** means Morris Kandinov LLP and Meluney Alleman & Spence, LLC.

m. **“Plan of Allocation”** means the proposed plan of allocation of the Net Settlement Fund set forth in the Notice.

n. **“Released Claims”** means, collectively, the Released Plaintiff Claims and the Released Defendants’ Claims.

o. **“Released Defendants’ Claims”** means any claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses, matters, and issues, whether contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, including known claims and Unknown Claims, that arise out of or relate to the institution, prosecution, or settlement of the claims asserted in the Action; provided, however, that the Released Defendants’ Claims shall not include any claims to enforce the Settlement.

p. **“Released Defendants’ Persons”** means Defendants or any of their family members, spouses, parent entities, controlling persons, associates,

affiliates or subsidiaries and each and all of their respective past or present officers, directors, stockholders, principals, representatives, employees, fiduciaries, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, insurers, reinsurers, entities providing fairness opinions, advisors or agents, heirs, executors, trusts, trustees, general or limited partners or partnerships, limited liability companies, members, managers, joint ventures, personal or legal representatives, estates, administrators, beneficiaries, predecessors, successors, and assigns.

q. **“Released Plaintiff Claims”** means any claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses, matters, and issues, whether contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, including known claims and Unknown Claims, that have been asserted in the Amended Complaint or could have been asserted in any other court, tribunal, or proceeding by or on behalf of Plaintiff or any other member of the Settlement Class that arise out of or relate to (i) the acts, events, facts, matters, transactions, occurrences, statements, representations, misrepresentations, or omissions, or any other matter set forth in, the Amended Complaint, including without limitation, any such claims concerning the Break-Up Fee, the decision of Concord to redeem the Class A Stock, the decision

to liquidate Concord, or disclosures made in connection therewith (including the adequacy and completeness of such disclosures) and (ii) the ownership of Concord Class A Stock at the close of business on December 19, 2022; provided, however, that the Released Plaintiff Claims shall not include any claims to enforce the Settlement.

r. **“Released Plaintiff Persons”** means Plaintiff, any other Settlement Class Member, Plaintiff’s Counsel, or any of their respective family members, spouses, parent entities, controlling persons, associates, affiliates or subsidiaries and each and all of their respective past or present officers, directors, stockholders, principals, representatives, employees, fiduciaries, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, entities providing fairness opinions, advisors or agents, heirs, executors, trusts, trustees, general or limited partners or partnerships, limited liability companies, members, managers, joint ventures, personal or legal representatives, estates, administrators, beneficiaries, predecessors, successors, and assigns.

s. **“Released Persons”** means, collectively, the Released Plaintiff Persons and the Released Defendants’ Persons.

t. **“Releases”** means the releases set forth in Paragraphs 4-5 of this Stipulation.

u. “**Scheduling Order**” means the Order, substantially in the form attached hereto as **Exhibit C**, directing notice of the Settlement and scheduling Settlement-related events.

v. “**Settlement**” means the resolution of the Action as against Defendants on the terms and conditions set forth in this Stipulation.

w. “**Settlement Class**” means all record holders and beneficial owners of Concord Class A Stock at the time of the redemption of such stock on December 28, 2022; provided, however, that the Excluded Stockholders are excluded from the Settlement Class.

x. “**Settlement Class Member**” means a member of the Settlement Class.

y. “**Settlement Fund**” means the Settlement Amount plus any and all interest earned thereon.

z. “**Settlement Hearing**” means the hearing to be set by the Court under Delaware Court of Chancery Rule 23 to consider, among other things, final approval of the Settlement.

aa. “**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 D**, to be published as set forth in the Scheduling Order.

bb. “**Taxes**” means: (i) all federal, state, and/or local taxes of any kind on any income earned by the Settlement Fund; and (ii) the reasonable expenses and costs incurred by Plaintiff, Plaintiff’s Counsel, or the Settlement Administrator in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants).

cc. “**Unknown Claims**” means any Released Plaintiff Claims which Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Defendants’ Claims which any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiff and Defendants shall expressly waive, and each of the other Settlement Class Members shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil 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.

Plaintiff and Defendants acknowledge, and each of the other Settlement Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

II. CLASS CERTIFICATION

2. Solely for the purposes of the Settlement and for no other purpose, the Parties stipulate and agree to: (a) certification of the Settlement Class as a non-opt-out class pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (b) appointment of Plaintiff as Class Representative for the Settlement Class; and (c) appointment of Plaintiff's Counsel as Class Counsel for the Settlement Class.

III. RELEASE OF CLAIMS

3. The obligations incurred pursuant to this Stipulation are in consideration of: (a) the full and final disposition of the Action; and (b) the Releases provided for under this Stipulation.

4. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Plaintiff and all other members of the Settlement Class, on behalf of themselves and their respective heirs, executors, administrators, predecessors, successors, representatives, trustees, estates, transferees, and assigns,

in their capacities as such, and any other person or entity purporting to claim through or on behalf of them in such capacity, by operation of the Judgment and to the fullest extent permitted by law, shall completely, fully, finally, and forever release, relinquish, settle, and discharge the Released Plaintiff Claims as against the Released Defendants' Persons, and shall forever be barred and enjoined from commencing, instigating, or prosecuting the Released Plaintiff Claims against the Released Defendants' Persons.

5. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Defendants, on behalf of themselves and their respective heirs, executors, administrators, predecessors, successors, representatives, trustees, estates, transferees, and assigns, in their capacities as such, and any other person or entity purporting to claim through or on behalf of them in such capacity, by operation of the Judgment and to the fullest extent permitted by law, shall completely, fully, finally, and forever release, relinquish, settle, and discharge the Released Defendants' Claims as against the Released Plaintiff Persons, and shall forever be barred and enjoined from commencing, instigating, or prosecuting the Released Defendants' Claims against the Released Plaintiff Persons.

6. Notwithstanding Paragraphs 4-5 above, nothing in the Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of this Stipulation or the Judgment.

IV. SETTLEMENT CONSIDERATION

7. Defendants shall cause the Settlement Cash to be paid into the Escrow Account no later than thirty (30) days following the Court's approval of this Stipulation. If Defendants fail to cause the full payment of the Settlement Cash in a timely manner, Plaintiff may seek an executable judgment compelling payment of the Settlement Cash or exercise their right under to terminate the Settlement. Payment of the Settlement Cash shall be made by wire transfer into the Escrow Account; payment shall not be made by check.

8. The Settlement Shares shall continue to be held by Concord pursuant to the Break-Up Fee Stipulation until the expiration of the Lock-Up Agreement currently applicable to the Settlement Shares (the "**Lock Up**"), which is expected to be two business days following disclosure of Circle's financial results for the third quarter of 2025. Immediately upon the expiration of the Lock-Up, and without the need for any order of the Court, Concord shall coordinate with Plaintiff's Counsel to calculate the amount of Settlement Shares pursuant to Paragraph U above and, upon confirmation in writing from Plaintiff's Counsel, Concord shall arrange for the shares to be promptly transferred to Concord's brokerage account for sale. As soon as the shares are in the brokerage account and freely tradable, Concord shall arrange for the sale or sales of all Settlement Shares at the prevailing market price in a commercially reasonable manner in consultation with Plaintiff and Plaintiff's

Counsel, with such sale(s) to occur as soon as practicable upon the Court's approval of this Stipulation, without regard to whether the Effective Date has occurred. The proceeds of the sale(s) of the Settlement Shares, net of the Settlement Class's pro rata share of any corporate taxes that may be incurred by Concord as result of the sale of the shares, shall be paid into the Escrow Account no later than five (5) business days following each sale of the Settlement Shares. Concord shall act in a commercially reasonable manner to minimize any corporate taxes owed as a result of any sale.

V. USE OF SETTLEMENT FUND

9. The Settlement Amount, including the proceeds received from the sale(s) of the Settlement Shares as set forth in Paragraph 8, plus any and all interest earned thereon, is referred to as the "Settlement Fund." The Settlement Fund shall be used to pay or reimburse: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any attorneys' fees and/or Litigation Expenses awarded by the Court from the Settlement Fund; and (iv) any other costs or fees approved by the Court. The balance remaining in the Settlement Fund, that is, the Net Settlement Fund, shall be distributed to Settlement Class Members pursuant to the terms of this Stipulation and the proposed Plan of Allocation set forth in the Notice or such other plan of allocation approved by the Court.

10. Except as provided herein or pursuant to orders of the Court, the Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held in the Escrow Account by the custodian of the Escrow Account (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 or returned pursuant to the terms of this Stipulation and/or further order of the Court. 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 fully insured by the FDIC or backed by the full faith and credit of the United States.

11. The Parties agree that the Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1 and that the

Settlement Administrator, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for 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. The Settlement Administrator shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. The Released Defendants' Persons shall not have any liability or responsibility for any such Taxes. Upon written request, Defendants will provide to Plaintiff's Counsel and the Settlement Administrator the statement described in Treasury Regulation § 1.468B-3(e). The Settlement Administrator, 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, 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.

12. Notwithstanding that the Effective Date may not have occurred, all Taxes 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 (as well as the election set forth therein) 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. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Taxes paid or incurred, including any related fees, shall not be returned or repaid to Defendants, any of the other Released Defendants' Persons, or any other person or entity who or which paid any portion of the Settlement Amount.

13. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, Defendants, the other Released Defendants' Persons, and any other person or entity who or which paid any portion of the Settlement Amount shall not have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever, including the inability to locate Settlement Class Members.

14. Notwithstanding that the Effective Date may not have occurred, upon approval of this Stipulation by the Court, Plaintiff's Counsel may pay from the Settlement Fund, without further approval from Defendants or further order of the Court, all Notice and 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 and/or the Summary Notice, publishing the Notice and/or 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 costs, fees, and expenses incurred in connection with the Escrow Account, including 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 and Administration Costs paid or incurred, including any related fees, shall not be returned or repaid to Defendants, any of the other Released Defendants' Persons, or any other person or entity who or which paid any portion of the Settlement Amount.

VI. ATTORNEYS' FEES AND LITIGATION EXPENSES

15. In connection with the Settlement, Plaintiff's Counsel will apply to the Court for a collective award of attorneys' fees and payment of Litigation Expenses (the "**Fee and Expense Award**") to be paid solely from (and out of) the Settlement Fund. In connection with Plaintiff's Counsel's application for a Fee and Expense Award, Plaintiff may petition the Court for an incentive award to be paid solely from any Fee and Expense Award to Plaintiff's Counsel (the "**Incentive Awards**"). Plaintiff's Counsel's application for a Fee and Expense Award, including any application for Incentive Award, is not the subject of any agreement among the Parties other than what is set forth in this Stipulation.

16. Notwithstanding that the Effective Date may not have occurred, the Fee and Expense Award shall be paid to Plaintiff's Counsel, and any Incentive

Award approved by the Court shall be paid to Plaintiff, from the Settlement Fund immediately upon Court approval of such award(s), notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to Plaintiff's Counsel's and Plaintiff's obligation to make appropriate refunds or repayments to the Settlement Fund, plus accrued interest at the same net rate as is earned by 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 and Plaintiff shall make the appropriate refund or repayment in full no later than seven (7) business days after: (a) receiving from Defendants' Counsel notice of the termination of the Settlement; or (b) any order reducing or reversing the Fee and Expense Award has become Final. Any Fee and Expense Award is not a necessary term of this Stipulation and is not a condition of the Settlement embodied herein. Neither Plaintiff nor Plaintiff's Counsel may cancel or terminate the Settlement based on this Court's or any appellate court's ruling with respect to any Fee and Expense Award.

17. Plaintiff's Counsel shall allocate the attorneys' fees awarded amongst Plaintiff's Counsel in a manner which they, in their discretion, believe reflects the contributions of such counsel to the institution, prosecution, and settlement of the

Action. The Released Defendants' Persons shall have no responsibility for or liability whatsoever with respect to the allocation or award of any Fee and Expense Award to Plaintiff's Counsel.

VII. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR APPROVAL

18. As soon as practicable after execution of this Stipulation, Plaintiff shall apply to the Court for entry of the Scheduling Order, substantially in the form attached hereto as **Exhibit C**, providing for, among other things: (a) the dissemination and publication of the Notice; (b) the dissemination and publication of the Summary Notice; and (c) the scheduling of the Settlement Hearing to consider: (1) final approval of the proposed Settlement, (2) the request that the Judgment, substantially in the form attached hereto as **Exhibit A**, be entered by the Court, (3) Plaintiff's Counsel's application for the Fee and Expense Award, including any application for incentive awards to Plaintiff, and approval of the proposed Plan of Allocation, and (4) any objections to any of the foregoing. The Parties shall take all reasonable and appropriate steps to seek and obtain entry of the Scheduling Order. The date and time of the Settlement Hearing set by the Court in the Scheduling Order may be changed by the Court without further written notice to the Settlement Class.

19. The Parties shall request at the Settlement Hearing that the Court approve the Settlement and enter the Judgment, substantially in the form attached

hereto as **Exhibit A**. The Parties shall take all reasonable and appropriate steps to obtain entry of the Judgment.

VIII. SETTLEMENT ADMINISTRATION

20. As soon as practicable following execution of this Stipulation, Plaintiff shall retain a professional third-party settlement administrator (the “**Settlement Administrator**”) to provide notice of the Settlement and to facilitate the disbursement of the Net Settlement Fund to eligible Settlement Class Members in accordance with the terms of this Stipulation and any order of the Court. Defendants and the other Released Defendants’ Persons shall not have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Settlement Administrator.

21. Defendants shall cooperate with Plaintiff in providing notice of the Settlement and administering the Settlement, including, but not limited to, providing the information required under Paragraphs 22 and 23 below.

22. For purposes of providing notice of the Settlement to potential Settlement Class Members, Defendants, at no cost to the Settlement Fund, Plaintiff’s Counsel, or the Settlement Administrator, will provide to Plaintiff’s Counsel the stockholder register from Concord’s transfer agent containing the names, mailing addresses, and email addresses (where available) for all registered holders

(“**Registered Holders**”) of Concord Class A Stock as of the close of business on December 28, 2022.

23. For purposes of distributing the Net Settlement Fund to eligible Settlement Class Members and effectuating any plan of allocation, within ten (10) business days after entry of the Judgment by the Court, Defendants, at no cost to the Settlement Fund, Plaintiff’s Counsel, or the Settlement Administrator, shall cause to be provided to the Settlement Administrator or Plaintiff’s Counsel the following information:

(a) the names, mailing addresses and, if available, email addresses of all Registered Holders of Concord Class A Stock at the close of business on December 28, 2022, and the number of shares of Concord Class A Stock held by those persons and entities at the close of business on December 28, 2022;

(b) the allocation or “chill” report generated by DTC to facilitate the redemption of the Concord Class A Stock (the “**Allocation Report**”), which shall include, for each DTC participant, the number of shares of Concord Class A Stock reflected on the Allocation Report used by DTC to redeem the Concord Class A Stock;

(c) for each of the Excluded Stockholders, (1) an indication of whether the Excluded Stockholder was, at the close of business on December 28, 2022, either (i) a Registered Holder of the Concord Class A Stock listed or (ii) a

beneficial holder of Concord Class A Stock whose shares were held via a financial institution on behalf of the Excluded Stockholder (“**Beneficial Holder**”); (2) the number of shares of Concord Class A Stock owned by the Excluded Stockholder at the close of business on December 28, 2022 (“**Excluded Shares**”); and (c) for each of the Excluded Stockholders that is a Beneficial Holder, the name and “DTC Number” of the financial institution where their Excluded Shares were held and the Excluded Person’s account number at such financial institution.

24. Defendants and other Excluded Stockholders shall not have any right to receive any part of the Settlement Fund for his, her, or its own account(s) (*i.e.*, accounts in which he, she, or it holds a proprietary interest, but not including accounts managed on behalf of others), or any additional amount based on any claim relating to the fact that Settlement proceeds are being received by any other stockholder, in each case under any theory, including but not limited to contract, application of statutory or judicial law, or equity.

25. The Net Settlement Fund shall be distributed to eligible Settlement Class Members in accordance with the proposed Plan of Allocation set forth in the Notice or such other plan of allocation as may be approved by the Court. The Plan of Allocation proposed in the Notice is not a necessary term of the Settlement or of this Stipulation and it is not a condition of the Settlement or of 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 this Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in this Action. Defendants and the other Released Defendants' Persons shall not object in any way to the Plan of Allocation or any other plan of allocation in this Action and shall not have any involvement with the application of the Court-approved plan of allocation.

26. The Net Settlement Fund shall be distributed to eligible Settlement Class Members only after the Effective Date of the Settlement and after: (i) all Notice and Administration Costs, all Taxes, and any Fee and Expense Award, including any Incentive Awards to Plaintiff to be paid solely from any Fee and Expense Award, have been paid from the Settlement Fund or reserved; and (ii) the Court has entered an order authorizing the specific distribution of the Net Settlement Fund (the "**Class Distribution Order**"). At such time that Plaintiff's Counsel, in their sole discretion, deem it appropriate to move forward with the distribution of the Net Settlement Fund to the Settlement Class, Plaintiff's Counsel will apply to the Court, on notice to Defendants' Counsel, for the Class Distribution Order. Plaintiff's Counsel shall arrange for subsequent distribution(s) of the Net Settlement Fund, as appropriate, upon liquidation of the Settlement Shares as set forth in Paragraph 8.

27. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Settlement Class Members. Plaintiff, Defendants, and the other Released Defendants' Persons, and 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 Concord Class A Stock, the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

28. 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.

IX. CONDITIONS OF SETTLEMENT

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

(a) the full amount of the Settlement Cash has been paid into the Escrow Account in accordance with Paragraph 7 above;

(b) The Court has entered the Scheduling Order, substantially in the form attached hereto as **Exhibit C**;

(c) Defendants have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation;

(d) Plaintiff has not exercised its option to terminate the Settlement pursuant to the provisions of this Stipulation;

(e) the Court has approved the Settlement as described herein, following notice to the Settlement Class and a hearing, and entered the Judgment, substantially in the form attached hereto as **Exhibit A**; and

(f) the Judgment has become Final.

X. TERMINATION OF SETTLEMENT; EFFECT OF TERMINATION

30. Plaintiff and Defendants (provided Defendants unanimously agree amongst themselves) shall each have the right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so (“**Termination Notice**”) to the other Parties within thirty (30) calendar days of: (a) the Court’s refusal to enter the Scheduling Order in any material respect and such refusal decision has become Final; (b) the Court’s refusal to approve the Settlement or any material part thereof and such refusal decision has become Final; (c) the Court’s refusal to enter the Judgment in any material respect as to the Settlement and such refusal decision has become Final; or (d) the date upon which an order modifying or reversing the Judgment in any material respect becomes Final. In addition to the foregoing, Plaintiff shall have the unilateral right to terminate the Settlement and this

Stipulation, by providing written notice of its election to do so to Defendants within thirty (30) calendar days of any failure of Defendants to cause the full payment of the Settlement Amount into the Escrow Account in a timely manner in accordance with this Stipulation. However, any decision or proceeding, whether in this Court or any appellate court, with respect to an application by Plaintiff's Counsel for attorneys' fees and Litigation Expenses, or with respect to any plan of allocation, shall not be considered material to the Settlement, shall not affect the finality of the Judgment, and shall not be grounds for termination of the Settlement.

31. If (i) Plaintiff exercises its right to terminate the Settlement as provided in this Stipulation; or (ii) Defendants exercise their right to terminate the Settlement as provided in this Stipulation, then:

(a) The Settlement and the relevant portions of this Stipulation shall be canceled and terminated;

(b) Plaintiff and Defendants shall revert to their respective positions in the Action as of immediately prior to agreement of the Settlement Amount;

(c) The terms and provisions of this Stipulation shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*; and

(d) Within twenty (20) business days after joint written notification of termination is sent by Defendants' Counsel and Plaintiff's Counsel to the Escrow Agent, the Settlement Fund (including accrued interest thereon, and change in value as a result of the investment of the Settlement Fund, and any funds received by Plaintiff's Counsel), less any Notice and Administration Costs actually incurred, paid, or payable and less any Taxes paid, due, or owing shall be refunded by the Escrow Agent to Defendants and/or such other person or entity contributing to the payment of the Settlement Amount, with the refund allocated according to the respective contributions to the Settlement Amount (according to instructions to be provided by Defendants to Plaintiff's Counsel). In the event that the funds received by Plaintiff's Counsel have not been refunded to the Settlement Fund within the twenty (20) business days specified in this Paragraph, those funds shall be refunded by the Escrow Agent to Defendants and/or such other person or entity contributing to the payment of the Settlement Amount, with the refund allocated according to the respective contributions to the Settlement Amount (according to instructions to be provided by Defendants to Plaintiff's Counsel) immediately upon their deposit into the Escrow Account.

XI. NO ADMISSION OF WRONGDOING

32. Neither the agreement of the Settlement Amount, this Stipulation (whether or not consummated), including the Exhibits hereto and the Plan of

Allocation contained therein (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of this Stipulation, nor any proceedings taken pursuant to or in connection with this Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered against any of the Released Defendants' Persons as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendants' Persons with respect to the truth of any fact alleged by Plaintiff or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Released Defendants' Persons or in any way referred to for any other reason as against any of the Released Defendants' Persons, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(b) shall be offered against any of the Released Plaintiff Persons, as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Plaintiff Persons that any of their claims are without merit, that any of the Released Defendants' Persons had meritorious defenses, or that damages recoverable under the Amended Complaint

would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Released Plaintiff Persons, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; or

(c) shall be construed against any of the Released Persons as an admission, concession, or presumption that the consideration to be given hereunder represents the consideration which could be or would have been achieved after trial; *provided, however*, that if this Stipulation is approved by the Court, the Parties and the Released Persons and their respective counsel may refer to it to effectuate the protections from liability granted under this Stipulation or otherwise to enforce the terms of the Settlement.

XII. MISCELLANEOUS PROVISIONS

33. All of the Exhibits attached hereto are incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, if there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any Exhibit attached hereto, the terms of the Stipulation shall prevail.

34. Each of the Defendants warrants that, as to the payments made or to be made on behalf of him, her, or it, at the time of entering into this Stipulation and at the time of such payment he, she, or it, or to the best of his, her, or its knowledge,

any persons or entities contributing to the payment of the Settlement Amount were not insolvent, nor will the payment required to be made by or on behalf of them render them insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof. This representation is made by each of the Defendants and not by their counsel.

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

36. 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 by or on behalf of 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, Plaintiff and Defendants shall jointly move the Court to vacate and set aside the Releases given and the Judgment entered in favor of Defendants and the other Released Persons pursuant to this Stipulation, in which event the Releases and Judgment shall be null and void, and Plaintiff and Defendants shall be restored to their respective positions in the litigation as provided in Paragraph 31 above and any cash amounts in the Settlement Fund (less any Taxes

paid, due, or owing with respect to the Settlement Fund) shall be returned as provided in Paragraph 31 above.

37. The 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 Settlement Class Members against Defendants with respect to the Released Plaintiff Claims. Accordingly, Plaintiff and its counsel and Defendants and their counsel agree not to assert in any forum that this Action was brought by Plaintiff or defended by Defendants in bad faith or without a reasonable basis. The Parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties, and reflect the Settlement that was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

38. The terms of the Settlement, as reflected in this Stipulation, may not be modified or amended, nor may any of its provisions be waived except by a writing signed on behalf of each of the Parties (or their successors-in-interest).

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

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

41. 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.

42. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and Litigation Expenses to Plaintiff's Counsel, and enforcing the terms of this Stipulation, including the Plan of Allocation (or such other plan of allocation as may be approved by the Court) and the distribution of the Net Settlement Fund to eligible Settlement Class Members.

43. The waiver by one 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.

44. 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.

45. This Stipulation and its Exhibits constitute the entire agreement among the Parties concerning the Settlement and this Stipulation and its Exhibits. Each Party acknowledges that no other agreements, representations, warranties, or

inducements have been made by any Party concerning this Stipulation or its Exhibits other than those contained and memorialized in such documents.

46. This Stipulation may be executed in one or more counterparts, including by signature transmitted via facsimile, or by a .pdf/.tif image of the signature transmitted via email. All executed counterparts and each of them shall be deemed to be one and the same instrument.

47. This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of the Parties, and the Released Persons, and any corporation, partnership, or other entity into or with which any Party may merge, consolidate, or reorganize. The Parties acknowledge and agree, for the avoidance of doubt, that the Released Defendants' Persons and the Released Plaintiff Persons are intended beneficiaries of this Stipulation and are entitled to enforce the Releases contemplated by the Settlement.

48. The Released Parties may file this Stipulation and/or the Judgment in any action that has been or may be brought against them in order to support any claim or defense that they may raise, including without limitation any claim or defense based on principles of res judicata, release, good faith settlement, judgment bar or judgment reduction, claim preclusion, issue preclusion, or otherwise or in connection with any insurance litigation.

49. The construction, interpretation, operation, effect, and validity of this Stipulation and all documents necessary to effectuate it shall be governed by the internal laws of the State of Delaware without regard to conflicts of laws, except to the extent that federal law requires that federal law govern.

50. Any action arising under or to enforce this Stipulation or any portion thereof shall be commenced and maintained only in the Court.

51. This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that it is the result of arm's-length negotiations between the Parties and that all Parties have contributed substantially and materially to the preparation of this Stipulation.

52. All counsel and all other persons executing this Stipulation and any of the Exhibits hereto, or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

53. Plaintiff's Counsel and Defendants' 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 (including, but not limited to, using their best efforts to resolve any objections raised to the Settlement), 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.

54. If any Party is required to give notice to another Party under this Stipulation, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or email transmission, with confirmation of the receipt. Notice shall be provided as follows:

If to Plaintiff or Plaintiff's Counsel:

Morris Kandinov LLP
Attn: Aaron T. Morris, Esq.
305 Broadway, 7th Floor
New York, New York 10007
(212) 431-7473
aaron@moka.law

If to Defendants or Defendants Counsel:

Greenberg Traurig, LLP
Attn: Samuel L. Moultrie, Esq.
222 Delaware Avenue
Suite 1600
Wilmington, Delaware 19801
(302) 661-7390
moultries@gtlaw.com

55. Except as provided herein, each party shall bear its own costs and expenses.

56. Whether or not the Stipulation is approved by the Court and whether or not the Stipulation is consummated, or the Effective Date occurs, the Parties and their counsel shall use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents signed, and proceedings in connection with the Stipulation confidential.

57. All agreements made and orders entered during the course of this Action relating to the confidentiality of information shall survive this Settlement.

58. The Parties shall mutually agree on any content relating to the Action that will be used by the Parties or their counsel and/or the Settlement Administrator in any settlement-related press release. Further, while maintaining their positions that the claims and defenses asserted in the Action are, respectively, meritorious or without merit, as the case may be, Plaintiff and Plaintiff's Counsel, on the one hand, and Defendants and Defendants' Counsel, on the other, shall not make any public statements or statements to the media (whether or not for attribution) that disparage the other's business, conduct, or reputation, or that of their counsel, connected to the Action, including, without limitation, any statements asserting that the Action was commenced or prosecuted in bad faith or any statements accusing any Party of wrongful conduct concerning the prosecution, defense, and resolution of the Action. Notwithstanding the foregoing, each of the Parties reserves their right to rebut, in a manner that such party determines to be reasonable and appropriate any contention made in any public forum that the Action was brought or defended in bad faith or without a reasonable basis.

59. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Settlement Class Members is being given or will be given

by the Parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.

IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of August 21, 2025.

**MELUNEY ALLEMAN
& SPENCE, LLC**

/s/ William M. Alleman
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