



**IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE**

PETER J. KREHER, on behalf of  
himself and all others similarly situated,

Plaintiff,

v.

ADVANT-E CORPORATION, JASON  
WADZINSKI, and JASON BOONE,

Defendants.

C.A. No. 2022-0584-SG

**STIPULATION AND AGREEMENT OF SETTLEMENT**

This Stipulation and Agreement of Settlement, dated as of July 6, 2023 (the “Stipulation”) is entered into by and among (a) Plaintiff Peter J. Kreher (“Plaintiff”), on behalf of himself and the Settlement Class; (b) Defendants Advant-e Corporation (“Advant-e” or the “Company”), Jason Wadzinski (“Wadzinski”), and Jason Boone (“Boone”) (collectively, “Defendants”), by and through their respective undersigned counsel, and embodies the terms and conditions of the settlement of the above-captioned class action lawsuit (the “Litigation” or “Action”).<sup>1</sup> Subject to the approval of the Court of Chancery of the State of Delaware (the “Court of Chancery” or the “Court”) and the terms and conditions expressly provided herein, this

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<sup>1</sup> All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in Paragraph 1 herein.

Stipulation is intended to release, resolve, remise, compromise, settle and discharge the Released Plaintiff Claims and the Released Defendant Claims.

WHEREAS, this Litigation arose from a 1 for 20,000 reverse stock split of common stock of Advant-e that took place in December 2021 (the “2021 Reverse Stock Split”);

WHEREAS, the 2021 Reverse Stock Split resulted in a cash payment in lieu of fractional shares at the price of \$5.25 per share on a pre-split basis, or \$105,000 per share on a post-split basis;

WHEREAS, the 2021 Reverse Stock Split was approved on November 1, 2021 by written consent of Defendants Wadzinski and Boone in lieu of a special meeting, and was effective December 15, 2021 (the “2021 Reverse Stock Split Effective Date”);

WHEREAS, Defendants assert that minority stockholders of Advant-e, including Plaintiff, were advised of the 2021 Reverse Stock Split in a letter from Advant-e dated December 15, 2021 (“December 15 Letter”);

WHEREAS, Defendants assert that as a result of the 2021 Reverse Stock Split, 530,556 shares of Advant-e common stock were cashed out of their positions at a price of \$5.25 per share on a pre-split basis (the “2021 Reverse Stock Split Cash Payment”);

WHEREAS, the 2021 Reverse Stock Split Cash Payment was paid in exchange for the fractional shares that resulted from the 2021 Reverse Stock Split on December 15, 2021 and January 28, 2022 (the “2021 Reverse Stock Split Cash Payment Date”);

WHEREAS, Plaintiff filed a Verified Class Action Complaint (the “Complaint”) on July 1, 2022 on behalf of himself and a proposed class of “all minority stockholders of Advant-e who were paid cash for fractional shares of Advant-e common stock as a result of the 2021 Reverse Stock Split and were harmed by the Defendants’ actions,”

WHEREAS, Plaintiff alleged in the Complaint, among other things, that Defendants breached their fiduciary duties to the minority stockholders of Advant-e whose shares were cashed out in the 2021 Reverse Stock Split because the \$5.25 per share price for fractional shares that resulted from the 2021 Reverse Stock Split was unfair, and the 2021 Reverse Stock Split was approved and effected through an unfair process without approval by an independent special committee of the Board of Directors of Advant-e and a majority vote of fully informed Advant-e minority stockholders, as described more fully in the Complaint;

WHEREAS, following the filing of the Complaint, Plaintiff and Defendants entered into a Confidentiality Stipulation, which was granted by the Court on

September 19, 2022, after which Defendants produced to Plaintiff the non-public valuation report prepared in connection with the 2021 Reverse Stock Split;

WHEREAS, after receiving and reviewing the non-public valuation report, Plaintiff's Counsel requested 16 additional categories of documents from Defendants, and Defendants produced the responsive documents on October 10, 2022, comprising approximately 500 pages of mostly non-public documents, including financial documents, documents related to the 2021 Reverse Stock Split, drafts of the valuation report, and other relevant documents;

WHEREAS, Plaintiff and Plaintiff's Counsel assert that they reviewed the documents produced by Defendants and other publicly available information concerning Advant-e;

WHEREAS, Plaintiff's Counsel asserts that they consulted with a valuation expert concerning the fair value of Advant-e and the cashed-out minority stock at the time of the 2021 Reverse Stock Split Effective Date, and potential damages to the Settlement Class (as defined herein);

WHEREAS, Plaintiff and Defendants engaged in arm's-length negotiations in an attempt to resolve the Action, culminating in the agreement on the terms of a proposed settlement between Plaintiff and Defendants;

WHEREAS, Defendants produced information to evidence that the Settlement Class owned, collectively, 512,556 shares of Advant-e common stock that were cashed out in the 2021 Reverse Stock Split

WHEREAS, as a result of these negotiations, the Parties have agreed to settle the Litigation and provide the Releases in return for a cash payment on behalf of Defendants of \$896,973 for the benefit of the Settlement Class (which represents \$1.75 for each Advant-e share, on a pre-split basis, owned by a Settlement Class Member (as defined herein) that was cashed out in the 2021 Reverse Stock Split), subject to certain terms and conditions;

WHEREAS, Defendants, to avoid the costs, disruption, distraction, and risk of further litigation, and without admitting the validity of any allegations made in the Complaint, or any liability with respect thereto, and denying any and all allegations of wrongdoing, liability, violations of law or damages arising out of or related to any of the conduct, statements, acts, or omissions alleged against Defendants in the Action, have concluded that it is desirable that the claims against them be settled on the terms reflected in this Stipulation;

WHEREAS, Plaintiff continues to believe that his claims have merit, but nevertheless recognizes and acknowledges the costs, risk and uncertainty of prosecuting this Litigation;

NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO AND AGREED by Plaintiff, for himself and on behalf of the Settlement Class, and Defendants that, subject to the approval of the Court of Chancery and the other conditions set forth below, and pursuant to Court of Chancery Rule 23, for the good and valuable consideration set forth herein, the Litigation shall be finally and fully settled, compromised and dismissed, with prejudice, and that the Released Plaintiff Claims and the Released Defendant Claims shall be and hereby are finally and fully settled, compromised, released and dismissed with prejudice as to each of the Released Persons, in the manner and upon the terms and conditions hereafter set forth herein.

### **CERTAIN DEFINITIONS**

1. In addition to the terms defined above, as used in this Stipulation and the Exhibits attached hereto and made a part hereof, the following capitalized terms have the meanings specified below:

1.1. “2021 Reverse Stock Split” has the meaning defined in the Whereas clauses.

1.2. “2021 Reverse Stock Split Cash Payment” has the meaning defined in the Whereas clauses.

1.3. “2021 Reverse Stock Split Cash Payment Date” has the meaning defined in the Whereas clauses.

1.4. “2021 Reverse Stock Effective Date” has the meaning defined in the Whereas clauses.

1.5. “Advant-e” or “Company” has the meaning defined in the Preamble.

1.6. “Boone” has the meaning defined in the Preamble.

1.7. “Claims” means all claims and causes of action, rights, liabilities, suits, debts, obligations, demands, damages, losses, costs, expenses, judgments, executions, matters, issues of every nature and description whatsoever, including Unknown Claims, whether arising under federal law, state law, statutory law, common law, foreign law, or any other law, rule or regulation.

1.8. “Complaint” has the meaning defined in the Whereas clauses.

1.9. “Court of Chancery” or the “Court” has the meaning defined in the Preamble.

1.10. “December 15 Letter” has the meaning defined in the Whereas clauses.

1.11. “Defendants” has the meaning defined in the Preamble.

1.12. “Defendants’ Counsel” means Potter Anderson & Corroon LLP.

1.13. “DTC” means the Depository Trust Company.

1.14. “DTC Information” has the meaning defined in Paragraph 28.1

1.15. “DTC Participants” means the participants of DTC for whom Cede & Co., as nominee for DTC, was the holder of record of Advant-e common stock at the time of the 2021 Reverse Stock Split and whose customers were the beneficial owners of such common stock at the time of the 2021 Reverse Stock Split.

1.16. “Effective Date” means the first date by which all of the events and conditions specified in Paragraph 13 of this Stipulation have occurred and been met (or have been waived in a writing signed by the Party that is waiving the event and condition).

1.17. “Eligible Beneficial Holder” means Settlement Class Members who were the ultimate beneficial owner of any shares of Advant-e common stock held of record by Cede & Co. at the effective time of the 2021 Reverse Stock Split, provided that no Excluded Person may be an Eligible Beneficial Holder.

1.18. “Eligible Record Holder” means Settlement Class Members who were the record holder of any shares of Advant-e common stock, other than Cede & Co., at the effective time of the 2021 Reverse Stock Split, provided that no Excluded Person may be an Eligible Record Holder.

1.19. “Eligible Stockholders” means Eligible Beneficial Holders and Eligible Record Holders.

1.20. “Escrow Account” means the interest-bearing escrow bank account in a U.S. bank that is established and maintained by Plaintiff’s Counsel



and/or the Escrow Agent under the supervision and direction of Plaintiff's Counsel into which the Settlement Amount shall be deposited and wherein the Settlement Fund will be held. The Escrow Account shall be managed by Plaintiff's Counsel or the Escrow Agent under the direction of Plaintiff's Counsel, subject to the Court's supervisory authority, for the benefit of Plaintiff and the Settlement Class in accordance with the terms of the Stipulation. The Escrow Account shall require a signature from a partner of the law firm of Wolf Popper LLP to release any portion of the Settlement Fund.

1.21. "Escrow Agent" means The Huntington National Bank. The Escrow Agent shall perform the duties set forth in this Stipulation.

1.22. "Excluded D&Os" has the meaning defined in Paragraph 1.56.

1.23. "Excluded Person" has the meaning defined in Paragraph 1.56.

1.24. "Excluded Shares" has the meaning defined in Paragraph 28.6.

1.25. "Fee and Expense Application" means the application by Plaintiff and Plaintiff's Counsel for a Fee and Expense Award and a Service Award.

1.26. "Fee and Expense Award" means an award to Plaintiff's Counsel of fees and expenses to be paid from the Settlement Fund, approved by the Court and in full satisfaction of any and all claims for attorneys' fees that have been, could be, or could have been, asserted by Plaintiff's Counsel against Defendants with respect to the Litigation or the Settlement.

1.27. “Final” means, with respect to any judgment or order entered by the Court, that (i) if no appeal is filed, the expiration date of the time for filing or noticing of any appeal of the judgment or order; or (ii) if there is an appeal from the judgment or order, (a) the date of the final dismissal of all such appeals, or the final dismissal of any proceeding on *certiorari* or otherwise to review the judgment or order, or (b) the date 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 review upon appeal, the expiration of the time to file a petition for a writ of *certiorari* or other form of review, or the denial of a writ of *certiorari* or other form of review of the judgment or order, and, if *certiorari* or other form of review is granted, the date of final affirmance of the judgment or order following review pursuant to that grant. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to attorneys’ fees or expenses or any plan of allocation in this Litigation shall not in any way delay or preclude the Judgment from becoming Final.

1.28. “Final Approval of the Settlement” means that the Court of Chancery has entered the Judgment, substantially in the form attached hereto as Exhibit E, and such Judgment has become Final.

1.29. “Included Employee” has the meaning defined in Paragraph 1.56.

1.30. “Individual Defendants” means Wadzinski and Boone.

1.31. “Judgment” means the Order and Final Judgment to be entered by the Court, materially in the form attached hereto as Exhibit E, approving the Settlement and dismissing with prejudice the Claims asserted against Defendants in the Litigation without costs to any of Plaintiff or Defendants (except as provided in this Stipulation).

1.32. “Litigation” or “Action” has the meaning defined in the Preamble.

1.33. “Long-Form Notice” means the Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as Exhibit D.

1.34. “Net Settlement Fund” means the Settlement Fund less: (i) any Taxes and Tax Expenses; (ii) any Notice and Administration Costs; (iii) any Fee and Expense Award and Service Award awarded by the Court; and (iv) any other costs or fees approved by the Court.

1.35. “Notice and Administration Costs” means fees, costs and expenses incurred by any person in connection with providing notice (including postage and any broker reimbursement costs) to Settlement Class Members and administering the Settlement, including all fees, costs and expenses incurred in connection with issuing payments to Settlement Class Members.

1.36. “Notice Program” means the distribution and/or publication of the Notices.

1.37. “Notices” means collectively the Postcard Notice, Summary Notice, Long-Form Notice, and Settlement Website.

1.38. “Party” means any one of, and “Parties” means all of, the parties to this Stipulation, namely, Plaintiff, Advant-e, Wadzinski, and Boone.

1.39. “Person” means a natural person, individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, joint venture, joint stock company, estate, legal representative, trust, unincorporated association, government, or any political subdivision or agency thereof, or any other business or legal entity.

1.40. “Plaintiff” has the meaning defined in the Preamble,

1.41. “Plaintiff’s Counsel” means the law firms of Cooch and Taylor, P.A. and Wolf Popper LLP.

1.42. “Plan of Allocation” means the plan for the distribution of the Net Settlement Fund to Settlement Class Members as set forth in Paragraphs 28 through 36 herein.

1.43. “Postcard Notice” means the Postcard Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as Exhibit B.

1.44. “Released Defendant Claims” means all Claims that could have been asserted in the Litigation against the Released Plaintiff Persons, which arise out of the institution, prosecution, settlement or dismissal of the Action, provided, however, that the Released Defendant Claims shall not include claims to enforce the Settlement.

1.45. “Released Defendant Persons” means all Defendants and/or their respective controlling persons and/or their respective families, parent entities, associates, affiliates, or subsidiaries, and each and all of their respective past, present, or future officers, directors, stockholders, agents, representatives, employees, attorneys, financial or investment advisors or investment bankers, other advisors, consultants, accountants, commercial bankers, financing bank or lenders, trustees, engineers, insurers, co-insurers and reinsurers, heirs, executors, trustees, general or limited partners or partnerships, limited liability companies, members, heirs, executors, personal or legal representatives, estates, administrators, predecessors, successors, and assigns, and any of their affiliates, parents, and subsidiaries and their respective control persons, directors, officers, employees, and agents of each and any of them, whether or not any such person or entity was served or appeared in the Litigation.

1.46. “Released Persons” means collectively the Released Defendant Persons and the Released Plaintiff Persons. Released Persons who are not signatories

to this Stipulation are intended to be third-party beneficiaries of the Settlement and this Stipulation for purposes of enforcing the Releases given in this Stipulation and as part of the Settlement.

1.47. “Released Plaintiff Claims” means all Claims that were alleged, asserted, set forth, or claimed in the Complaint or could have been alleged, asserted, set forth, or claimed in the Complaint or in any other court, tribunal, or proceeding by Plaintiff or any other member of the Settlement Class, individually, or as a member of the Settlement Class directly in their capacities as current or former Advant-e stockholders, against Defendants, in each case arising out of, based on, or relating to the allegations, transactions, facts, events, matters, occurrences, representations, or omissions involved, set forth, or referred to in the Complaint, including without limitation all such claims relating to (i) the 2021 Reverse Stock Split and the process of effecting the 2021 Reverse Stock Split; (ii) the consideration received by Plaintiff and/or the Settlement Class in connection with the 2021 Reverse Stock Split; and (iii) any fiduciary obligations of Defendants relating to the 2021 Reverse Stock Split, the process of deliberation leading to the 2021 Reverse Stock Split, the disclosures respecting the 2021 Reverse Stock Split, or the consideration received by Plaintiff and/or the Settlement Class in connection with the 2021 Reverse Stock Split, provided, however, that the Released Plaintiff Claims shall not include claims to enforce the Settlement.

1.48. “Released Plaintiff Persons” means Plaintiff and all other Settlement Class Members and their heirs, estates, executors, trustees, successors and assigns, and Plaintiff’s Counsel.

1.49. “Releases” means the releases set forth in Paragraphs 6 and 7 of this Stipulation.

1.50. “Scheduling Order” means the scheduling order to be entered pursuant to Court of Chancery Rule 23, substantially in the form attached hereto as Exhibit A.

1.51. “Security Position Report” has the meaning set forth in Paragraph 28.1.

1.52. “Service Award” means any award granted by the Court to Plaintiff to compensate Plaintiff for his time, costs, or expenses incurred related to the Litigation or as an incentive award to Plaintiff.

1.53. “Settlement” means the settlement between Plaintiff and Defendants on the terms and conditions set forth in this Stipulation.

1.54. “Settlement Administrator” means KCC LLC, the firm retained by Plaintiff to disseminate the Notices, oversee the administration of the Settlement and distribution of the Settlement Amount, and such other administrative functions as are required under the Settlement.

1.55. “Settlement Amount” means a total of \$896,973, which represents \$1.75 for each Advant-e share, on a pre-split basis, owned by a Settlement Class Member that was cashed out in the 2021 Reverse Stock Split.

1.56. “Settlement Class” means the non-opt-out class of record holders and beneficial owners of Advant-e common stock who were paid cash for fractional shares of Advant-e common stock as a result of the 2021 Reverse Stock Split, excluding: (i) Defendants; (ii) current and former employees, executives, and directors of Advant-e (“Excluded D&Os”), except for one Advant-e employee who Defendants represent is a programmer and had no involvement in the reverse stock split (the “Included Employee”); and (iii) members of Defendants’ and the Excluded D&Os’ immediate families, legal representatives, heirs, successors or assigns and any entity in which Defendants or the Excluded D&Os have or had a controlling interest (each person or entity listed by romanette in this Paragraph 1.56 except for the Included Employee, an “Excluded Person”). For the avoidance of doubt, the Included Employee is a member of the Settlement Class and is not an Excluded D&O or Excluded Person.

1.57. “Settlement Class Member” means a member of the Settlement Class.

1.58. “Settlement Fund” means the Settlement Amount, plus any and all interest earned thereon, held in the Escrow Account.



1.59. “Settlement Hearing” means the hearing to be held by the Court of Chancery to determine (a) whether the Settlement Class should be certified; (b) whether the proposed Settlement should be approved as fair, reasonable, and adequate; (c) whether Plaintiff and Plaintiff’s Counsel have adequately represented the Settlement Class; (d) the validity of any objections to the Settlement; (e) whether the Action should be dismissed with prejudice as against the Defendants; (f) whether to fully, finally and forever, release, settle and discharge the Released Defendant Persons from and with respect to every one of the Released Plaintiff Claims; (g) whether a Judgment approving the Settlement should be entered in accordance with the terms of this Stipulation; and (h) whether and in what amount any Fee and Expense Award should be paid to Plaintiff’s Counsel and any Service Award should be paid to Plaintiff.

1.60. “Settlement Website” means the website maintained by the Settlement Administrator to provide information and documents concerning the Litigation and the Settlement to the Settlement Class, located at [www.AdvantEStockholderSettlement.com](http://www.AdvantEStockholderSettlement.com).

1.61. “Stipulation” has the meaning defined in the Whereas clauses.

1.62. “Summary Notice” means the Summary Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right

to Appear, substantially in the form attached hereto as Exhibit C, to be published as set forth in the Scheduling Order.

1.63. “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).

1.64. “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).

1.65. “Termination Notice” has the meaning defined in Paragraph 37.

1.66. “Unknown Claims” means, as appropriate, (i) any Released Plaintiff Claims that any 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 the Released Defendant Persons, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement, or (ii) any Released

Defendant Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiff Persons, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Plaintiff Claims and Released Defendant Claims, the Parties stipulate and agree that Plaintiff and Defendants shall expressly waive, and each of the other Settlement Class Members by operation of law shall be deemed to have waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law or foreign law, which 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.

Plaintiff and Defendants acknowledge, and each of the other Settlement Class Members by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Plaintiff Claims and the Released Defendant Claims, but that it is the intention of Plaintiff and Defendants, and by operation of law the other Settlement Class Members, to completely, fully, finally, and forever extinguish any and all Released Plaintiff Claims and Released Defendant Claims, known or

unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Plaintiff and Defendants also acknowledge, and each of the other Settlement Class Members by operation of law are deemed to acknowledge, that the inclusion of “Unknown Claims” in the definition of Released Plaintiff Claims and Released Defendant Claims is separately bargained for and is a key element of the Settlement.

1.67. “Wadzinski” has the meaning defined in the Preamble.

### **SETTLEMENT CONSIDERATION**

2. Within five (5) business days of the Court’s entry of the Scheduling Order and Defendants’ receipt of wire information and a W-9 form for the Escrow Account, whichever is later, Defendants shall deposit or cause to be deposited, by wire transfer, the Settlement Amount into the Escrow Account.

3. Defendants shall not be responsible for the payment of any amounts in connection with the Settlement other than the Settlement Amount, except that if the Settlement Class owned more than 512,556 shares of Advant-e common stock that were cashed out at the price of \$5.25 per share on a pre-split basis in the 2021 Reverse Stock Split, Defendants shall deposit or cause to be deposited into the Escrow Account, by wire transfer, within five (5) business days of learning of or being notified of such additional shares of Advant-e common stock owned by the

Settlement Class that were cashed out in the 2021 Reverse Stock Split, an amount equal to the number of those additional shares of Advant-e common stock multiplied by \$1.75 per share.

4. If Defendants fail to cause the full payment of the Settlement Amount to be deposited in the Escrow Account within the deadline set forth in Paragraph 2, then Plaintiff may exercise its unilateral right under Paragraph 37 of this Stipulation to terminate the Settlement.

#### **SCOPE OF THE SETTLEMENT**

5. Upon entry of the Judgment, the Litigation shall be dismissed with prejudice. Plaintiff and Defendants shall each bear their own fees, costs, and expenses, except as expressly provided in this Stipulation,

6. Upon the Effective Date, Plaintiff and each and every other Settlement Class Member, on behalf of themselves and their respective heirs, executors, administrators, estates, predecessors in interest, predecessors, successors in interest, successors, and assigns in their capacities as such, shall have fully, finally and forever released, settled and discharged the Released Defendant Persons from and with respect to the Released Plaintiff Claims; and will be forever barred and enjoined from commencing, instituting or prosecuting any action or other proceeding, in any forum, asserting any Released Plaintiff Claims against any of the Released

Defendant Persons; provided, however, that Released Plaintiff Claims shall not include Plaintiff's rights to enforce the Settlement.

7. Upon the Effective Date, Defendants on behalf of themselves and their respective heirs, executors, administrators, estates, predecessors in interest, predecessors, successors in interest, successors, and assigns in their capacities as such, shall have fully, finally and forever released, settled and discharged the Released Plaintiff Persons, including Settlement Class Members from and with respect to the Released Defendant Claims; and will be forever barred and enjoined from commencing, instituting or prosecuting any action or other proceeding, in any forum, asserting any Released Defendant Claims against any of the Released Plaintiff Persons, including Settlement Class Members; provided, however, that the Released Defendant Claims shall not include Defendants' rights to enforce the Settlement.

### **CLASS CERTIFICATION**

8. Solely for purposes of the Settlement and for no other purpose, Defendants stipulate and agree to: (a) certification of the Litigation as a non-opt out class action pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) on behalf of the Settlement Class; (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.

9. The certification of the Settlement Class, which is subject to the approval of the Court at the Settlement Hearing, shall be binding only with respect to this Stipulation and the Settlement. In the event that this Stipulation is terminated pursuant to its terms or the Effective Date otherwise fails to occur, the certification of the Settlement Class shall be deemed vacated and the Action shall proceed as though the Settlement Class had never been certified.

**SUBMISSION OF THE SETTLEMENT  
TO THE COURT OF CHANCERY FOR APPROVAL**

10. As soon as practicable after this Stipulation has been executed, the Parties shall jointly apply to the Court of Chancery for entry of the Scheduling Order substantially in the form attached hereto as Exhibit A, providing for, among other things: (a) the mailing to the Settlement Class Members of the Postcard Notice, substantially in the form attached hereto as Exhibit B; (b) publication of the Summary Notice, substantially in the form attached hereto as Exhibit C; (c) publication of the Settlement Website, where Settlement Class Members can access and download the Long-Form Notice (substantially in the form attached hereto as Exhibit D), the Stipulation, the Complaint, the Scheduling Order, and other documents and information related to the Litigation and the Settlement; (d) the scheduling of the Settlement Hearing to consider the items set forth in Paragraph 1.59, including: (i) whether the Settlement Class should be finally certified; (ii) the proposed Settlement, (ii) the joint request of the Parties that the Judgment be entered

substantially in the form attached hereto as Exhibit E, (iii) whether to award Plaintiff's Counsel the Fee and Expense Award and/or Plaintiff the Service Award, and (iv) such other matters as the Court may deem appropriate. The Parties agree to take all reasonable and appropriate steps to seek and obtain entry of the Scheduling Order.

11. The Parties agree to use their individual and collective best efforts to obtain Court approval of the Settlement. The Parties further agree to use their individual and collective best efforts 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 hereunder and the dismissal of the Litigation with prejudice. The Parties agree to cooperate fully with one another in seeking the Court's approval of this Stipulation and to use their best efforts to effect consummation of the Settlement.

12. At the Settlement Hearing, the Parties shall jointly request that the Judgment be entered materially in the form attached hereto as Exhibit E.

### **CONDITIONS OF SETTLEMENT**

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



13.1. Defendants cause the Settlement Amount to be paid into the Escrow Account in accordance with Paragraph 2 above;

13.2. the Court of Chancery certifies the Settlement Class as a non-opt-out class;

13.3. the Court of Chancery enters the Scheduling Order substantially in the form attached hereto as Exhibit A;

13.4. the Court of Chancery has entered a Judgment materially in the form attached hereto as Exhibit E, dismissing the Litigation with prejudice and providing for the Releases; and

13.5. the Judgment becomes Final.

14. Upon the occurrence of the Effective Date, any and all remaining interest or right of Defendants in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

#### **ATTORNEYS' FEES AND EXPENSES**

15. 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 litigation expenses on behalf of any Settlement Class Member or his, her, or its counsel in connection with the Settlement. The Parties acknowledge and agree that any Fee and Expense Award in connection with the Settlement shall be paid solely from the Settlement Fund and shall reduce the Settlement consideration paid to the

Settlement Class accordingly. Plaintiff's Counsel's application for a Fee and Expense Award is not the subject of any agreement among Plaintiff and Defendants other than what is set forth in this Stipulation.

16. Plaintiff's Counsel may petition the Court to award a Service Award to Plaintiff. Any such Service Award would be paid solely out of the Fee and Expense Award to Plaintiff's Counsel. Neither the Settlement Class nor the Settling Parties will have any separate responsibility with respect to any such Service Award.

17. The Fee and Expense Award shall be paid from the Settlement Fund in the Escrow Account to Plaintiff's Counsel within five (5) business days of the entry of the Judgment or another order approving the Fee and Expense Award, notwithstanding the existence of any timely filed objections to the Fee and Expense Application or 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, 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 shall make the appropriate refund or repayment in full no later than thirty

(30) calendar days after: (a) Plaintiff's or Defendants' receipt of any notice of the termination of the Settlement; or (b) any order disapproving, reducing, reversing, or otherwise modifying the Fee and Expense Award has become Final.

18. This Stipulation, the Settlement, the Judgment, and whether the Judgment becomes Final, are not conditioned upon the approval of an award of attorneys' fees, costs, or expenses, either at all or in any particular amount, by the Court. The Fee and Expense Award and the Service Award may be considered separately from the proposed Settlement. Any disapproval or modification of the Fee and Expense Award or the Service Award by the Court or on appeal shall not affect or delay the enforceability of this Stipulation or the Settlement; provide any of the Settling Parties with the right to terminate the Settlement; affect or delay the binding effect or finality of the Judgment and the release of the Released Claims; or prevent the occurrence of the Effective Date.

19. Plaintiff's Counsel warrants that no portion of any such award of attorneys' fees or expenses shall be paid to Plaintiff, except as may be approved by the Court.

### **THE SETTLEMENT FUND**

20. The Settlement Fund shall be used to pay: (a) any Taxes and Tax Expenses; (b) any Notice and Administration Costs; (c) any Fee and Expense Award or Service Award awarded by the Court, with any Service Award being paid solely

from any Fee and Expense Award; and (d) any other costs or fees approved by the Court. The Net Settlement Fund shall be distributed pursuant to a plan of allocation approved by the Court.

21. 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 in the Escrow Account 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.

22. The funds in the Escrow Account, and all interest accrued thereon, shall be invested exclusively in United States Treasury Bills (or a mutual fund invested solely in such instruments), except that any residual cash balances up to the amount that is insured by the Federal Deposit Insurance Corporation (“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 in the Escrow Account 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 in the Escrow Account 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.

23. The Settlement Fund is intended to be a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1, and Plaintiff’s Counsel, or the Escrow Agent or the Settlement Administrator under the direction and supervision of 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, or the Settlement Administrator or the Escrow Agent under the direction of 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. Upon written request, Defendants shall provide or cause to be provided to Plaintiff’s Counsel, the Settlement Administrator, or the Escrow Agent the statement described in Treasury Regulation § 1.468B-3(e). Plaintiff’s Counsel or the Escrow Agent, 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 23, 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.

24. 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 or the Escrow Agent 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 23 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. The Released Defendant Persons shall have no responsibility or liability for any such Taxes or Tax Expenses or the acts or omissions of Plaintiff's Counsel, the Escrow Agent, or their agents with respect to the Settlement Fund or the payment of Taxes, as described herein.

25. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, no Defendant, Released Defendant Person, or 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.

26. 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 further order of the Court, all Notice and

Administration Costs actually incurred and paid or payable up to a total of \$75,000. Such costs and expenses shall include, without limitation, the costs of printing, mailing, publishing, or distributing the Notices, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, and other costs, expenses, or fees incurred or charged by the Settlement Administrator.

27. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs, Taxes, or Tax Expenses paid or incurred, including any related fees, shall not be returned or repaid to any Defendant, Released Defendant Person, or Person who or which paid any portion of the Settlement Amount.

#### **SETTLEMENT ADMINISTRATION**

28. Within ten (10) business days of the entry of the Scheduling Order, Defendants (as applicable) shall provide or cause to be provided to the Settlement Administrator and Plaintiff's Counsel the following information. Defendants shall pay any and all costs associated with providing the information set forth in this Paragraph 28, which includes its subparagraphs, and no portion of the costs for the information set forth in this Paragraph 28 shall be charged to the Settlement Administrator, Plaintiff's Counsel, Plaintiff, or the Settlement Fund:

28.1. (a) A security position report from DTC identifying any DTC Participant holding Advant-e common stock as of the 2021 Reverse Stock Split

Effective Date, and the identification number, name, available contact information, and number of shares held by the DTC Participant (the “Security Position Report”), (b) a copy of the allocation report or any similar document or data used by DTC or the transfer agent(s) used by Advant-e for the 2021 Reverse Stock Split to distribute the 2021 Reverse Stock Split Cash Payments, and any additional information necessary to identify all DTC Participants who received 2021 Reverse Stock Split Cash Payments, (c) the number of shares for which each DTC Participant received 2021 Reverse Stock Split Cash Payments, (d) the total aggregate amount of 2021 Reverse Stock Split Cash Payments received by each DTC Participant, and (e) the correct contact information (including name, mailing address, phone number, email address) or other information used to communicate with the appropriate representatives of each DTC Participant that received 2021 Reverse Stock Split Cash Payments (collectively, the “DTC Information”);

28.2. A list of the names and contact information (including mailing address, telephone number, and email address) for all record owners and beneficial owners of Advant-e common stock as of the 2021 Reverse Stock Split Effective Date;

28.3. For each record owner and beneficial owner of Advant-e common stock that received a 2021 Reverse Stock Split Cash Payment: (a) a list of the names and contact information (including mailing address, phone number, and email address) of the record and beneficial owners, the number of shares for which each record



owner and beneficial owner received 2021 Reverse Stock Split Cash Payments, and  
(b) the total aggregate amount of 2021 Reverse Stock Split Cash Payments received  
by each record owner and beneficial holder;

28.4. A list of all Excluded Persons;

28.5. Broker suppression letters for Defendants and each Excluded Person;  
and

28.6. For each Defendant and Excluded Person: (a) the number of shares of  
Advant-e common stock owned by each Defendant and Excluded Person (i) on the  
2021 Reverse Stock Split Effective Date, (ii) after the 2021 Reverse Stock Split  
Effective Date, and (iii) for which the Defendant or Excluded Person received a 2021  
Reverse Stock Split Cash Payment (collectively, the “Excluded Shares”); (b) each  
Defendants’ or Excluded Person’s account information, including his, her, or its  
financial institution, DTC number, and account number(s) where the Excluded  
Shares were held or the 2021 Reverse Stock Split Cash Payment was received.

29. As soon as reasonably practicable after the Effective Date, the  
Settlement Administrator shall allocate the Net Settlement Fund among Eligible  
Stockholders on a *pro rata*, per-share basis and distribute the Net Settlement Fund  
to Eligible Stockholders in the manner set forth below.

30. For Eligible Beneficial Holders whose 2021 Reverse Stock Split Cash  
Payment was distributed through Cede & Co., as nominee for DTC, the Settlement

Administrator shall send their portion of the Net Settlement Fund to the DTC Participant who held shares for the Eligible Beneficial Holder for distribution.

31. The Settlement Administrator shall instruct DTC Participants to distribute the Eligible Beneficial Holders' portion of the Net Settlement Fund to Eligible Beneficial Holders in the same manner in which the DTC Participants distributed the 2021 Reverse Stock Split Cash Payments.

32. The Settlement Administrator shall provide DTC Participants with a list of Excluded Persons and direct the DTC Participants not to distribute any payment to any Excluded Person.

33. DTC's sole obligation in connection with the Settlement shall be to cooperate and assist in the distribution of the Eligible Beneficial Holders' portion of the Net Settlement Fund to DTC Participants in accordance with the Stipulation and the Plan of Allocation and in accordance with DTC rules and procedures, including but not limited to providing the Settlement Administrator or Plaintiff's Counsel with the Security Position Report. DTC shall not be responsible for any errors in the calculation of any distribution or for any failure by the Settlement Administrator, Defendants, Defendants' Counsel, Plaintiff, or Plaintiff's Counsel to identify the Excluded Persons.

34. For Eligible Record Holders, the Settlement Administrator shall, unless directed otherwise, send their portion of the Net Settlement Fund to the address listed

on the stockholder register or other relevant books and records of Advant-e or its transfer agent.

35. If there is any balance remaining in the Net Settlement Fund after six (6) months from the date of initial distribution (whether by reason of tax refunds; uncashed checks; amounts returned by Excluded Persons, to the extent they receive settlement payments; or for any other reason), the Settlement Administrator shall take all reasonable steps to locate Eligible Stockholders who have not cashed their checks or for whom payment was returned for the purpose of remitting those Eligible Stockholders' *pro rata* share of the Net Settlement Fund to the Eligible Stockholders. If, after the Settlement Administrator has taken all such reasonable steps, and a balance remains in the Net Settlement Fund, the Settlement Administrator shall, if feasible, distribute in an equitable and economic fashion such balance among the Eligible Stockholders who cashed their checks from or successfully received payment in the initial distribution in the same manner as the initial distribution. If a balance remains in the Net Settlement fund six (6) months after this second distribution, the Settlement Administrator shall make additional distributions as described for this second distribution. If the cost of making such a second or further distribution or distributions is unreasonably high relative to the amount remaining in the Net Settlement Fund, any balance which still remains in the Net Settlement Fund, after provision for all anticipated expenses including Taxes

and Tax Expenses, shall escheat in accordance with Delaware's unclaimed property law. Prior to escheating any remaining funds in the Net Settlement Fund, Plaintiff's Counsel may apply to the court for reimbursement for their time and expenses incurred in administering the Settlement; provided, for the avoidance of doubt, that any such reimbursement shall be paid out of the balance of the Escrow Account, and no Defendant or Released Party shall have any further responsibility therefor. Further, if the costs and expenses of escheat in accordance with Delaware's unclaimed property law are unreasonably high relative to the amounts that would escheat, Plaintiff's Counsel may apply to the Court for permission to donate the balance of the Escrow Account to a non-profit 501(c)(3) organization approved by the Court. Defendants, Released Defendant Persons, their insurers, and any person who or which paid any portion of the Settlement Amount shall have no reversionary interest in the Settlement Fund or the Settlement Amount.

36. Notwithstanding any other provision of this Settlement, Defendants shall have no responsibility or liability for any claims, payments or determinations that the Settlement Administrator makes with respect to any Settlement Class Member claims for payment under this Settlement Agreement, or right to participate in any such determinations of the Settlement Administrator.

## **TERMINATION OF SETTLEMENT; EFFECT OF TERMINATION**

37. Plaintiff and Defendants 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 to this Stipulation within thirty (30) calendar days of: (a) the Court’s refusal to approve the Settlement or any term or part of it that materially affects any Party’s rights or obligations hereunder; (b) the Court declining to enter the Judgment in any material respect; or (c) the date upon which the Judgment is modified or reversed in any material respect by an appellate court. In addition to the foregoing, Plaintiff shall have the unilateral right to terminate the Settlement and this Stipulation, by providing written notice of his 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 accordance with the deadline set forth in Paragraph 2 of this Stipulation. Neither a modification nor a reversal on appeal of the amount of fees, costs, and expenses awarded by the Court to Plaintiff’s Counsel nor any order modifying or rejecting a plan of allocation shall be deemed a material modification of the Judgment or this Stipulation. For the avoidance of doubt, any modification of the definition of “Settlement Class” hereunder such that it means an opt-out class, rather than a non-opt-out class, shall be a material modification of the Settlement and/or the Judgment.

38. If the Effective Date of the Settlement does not occur, or if this Stipulation is disapproved, canceled or terminated pursuant to its terms, all of the Plaintiff and Defendants shall be deemed to have reverted to their respective litigation status as of immediately prior to the execution of the Stipulation; and Plaintiff and Defendants shall proceed in all respects as if this Stipulation had not been executed and the related orders had not been entered, and in that event all of their respective claims and defenses as to any issue in any of the Litigation shall be preserved without prejudice in any way; and any cash amounts in the Escrow Account or the Settlement Fund shall be returned as provided in Paragraph 39 herein; and Plaintiff and Defendants reserve and do not waive any arguments currently available for any appeals proceedings, and the statements made herein and in connection with the negotiation of the Stipulation and in connection with any motions seeking to approve the Settlement shall not be deemed to prejudice in any way the positions of any of Plaintiff or Defendants with respect to the Litigation.

39. If either: (a) the Effective Date of the Settlement does not occur, or (b) this Stipulation is disapproved, canceled or terminated pursuant to its terms, or (c) the Settlement does not become final for any reason, then the Settlement Amount, including interest or other income actually earned thereon, less any Notice and Administration Costs actually incurred and paid or payable, less any Taxes or Tax Expenses incurred, paid or payable, and less any fees or costs actually incurred and

paid or payable, shall be refunded to Defendants within five (5) business days after such cancellation or termination.

### **NO ADMISSION OF LIABILITY**

40. It is expressly understood and agreed that neither the Settlement, nor the fact of or any terms of 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 and Released Defendant Persons 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 Litigation or in any other litigation; (iii) the deficiency of any defense that has been or could have been asserted in the Litigation or in any litigation, including all positions available on appeal; or (iv) any wrongdoing, breach, fault, or liability of any kind by any of them, which each of them expressly denies or (b) Plaintiff that any of his claims are without merit or that damages recoverable from the Defendants under the Complaint would not have exceeded the Settlement Amount.

41. Defendants and the Released Persons may file this Stipulation and/or the 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, release, good faith settlement, judgment bar or reduction, or any other theory of

claim preclusion or issue preclusion or similar defense or counterclaim or in connection with any insurance litigation.

### **MISCELLANEOUS PROVISIONS**

42. All of the Exhibits referred to herein shall be incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, in the event that 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.

43. Advant-e represents and warrants that, through the Judgement, it has received and will receive fair and reasonable consideration in the form of a release of claims against it in exchange for the Settlement Amount, and accordingly will not seek to claw back the Settlement Amount as a preference, voidable transfer, fraudulent transfer or similar transaction, including in the event of a bankruptcy filing by Advant-e. If, prior to the distribution of the Escrow Account to the Eligible Stockholders (*i.e.* the Net Settlement Fund remains in the Escrow Account), a court of competent jurisdiction enters a final order determining the transfer of money to the Escrow Account 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, is actually returned, and such amount is not promptly deposited into the Escrow Account by others, then, at the election of Plaintiff, Plaintiff and Defendants shall jointly move the Court to vacate and set aside



the Releases given pursuant to this Stipulation, in which event the Releases and Judgment shall be null and void, Plaintiff and Defendants shall be restored to their respective positions in the Litigation as described in Paragraph 38. If such final order determining the transfer of money to the Escrow Account or any portion thereof by or on behalf of Defendants to be a preference, voidable transfer, fraudulent transfer or similar transaction is entered after the distribution of the Escrow Account to the Eligible Stockholders, then the Settlement Class, Plaintiff, and Plaintiffs' Counsel will have no obligation to return or refund the Settlement Amount.

44. This Stipulation may be amended, modified or waived only by a written instrument signed by counsel for all Parties hereto or their successors.

45. The Parties represent and agree that the terms of the Settlement were negotiated at arm's-length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

46. In the event that the Court or any other court is called upon to interpret this Stipulation, no one Party or group of Parties shall be deemed to have drafted this Stipulation. 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 all Parties have contributed substantially and materially to the preparation of this Stipulation.

47. The waiver by any Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of that or any other prior or subsequent breach of any provision of this Stipulation by any other Party.

48. This Stipulation and the Exhibits constitute the entire agreement among the Parties and supersede any prior agreements among the Parties with respect to the subject matter hereof. No representations, warranties or inducements have been made to or relied upon by any Party concerning this Stipulation or its Exhibits, other than the representations, warranties and covenants expressly set forth in such documents.

49. This Stipulation may be executed in one or more counterparts, including by facsimile and electronic mail, and, if so executed, shall constitute one agreement.

50. Each counsel signing this Stipulation represents and warrants that such counsel has been duly empowered and authorized to sign this Stipulation on behalf of his or her clients.

51. This Stipulation shall be binding upon and shall inure to the benefit of the Parties and the Settlement Class (and, in the case of the Releases, all Released Persons) and the respective legal representatives, heirs, executors, administrators,

transferees, successors and assigns of all such foregoing Persons and upon any corporation, partnership, or other entity into or with which any of the Defendants or Plaintiff may merge, consolidate or reorganize.

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

53. The headings in this Stipulation are solely for the convenience of the attorneys for the Parties and the relevant courts. The headings shall not be considered in construing or interpreting this Stipulation.

54. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court of Chancery, and the Court of Chancery shall retain jurisdiction for the purpose of entering orders and enforcing the terms of this Stipulation.

55. The Stipulation, the Settlement, and any and all disputes arising out of or relating in any way to any of them, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws principles. Any dispute arising out of this Stipulation or Settlement shall be filed and litigated exclusively in the Court of Chancery of the State of Delaware. Each Party hereto: (a) consents to personal jurisdiction in any such action (but in no other action) brought in this Court; (b) consents to service of process

by registered mail upon such Party and/or such Party's agent; (c) waives any objection to venue in the Court of Chancery and any claim that Delaware or this Court is an inconvenient forum; (d) waives any right to demand a jury trial as to any such action; (e) agrees not to bring any action or proceeding arising out of or relating to Stipulation in any other court; and (f) expressly waives, and agrees not to plead or to make any claim that any such action or proceeding is subject (in whole or in part) to a jury trial.

56. 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. Plaintiff and its counsel and Defendants and their counsel agree not to assert in any forum that this Litigation was brought by Plaintiff or defended by Defendants in bad faith. Plaintiff and its counsel and Defendants and their counsel agree that Plaintiff's Counsel and Defendants' Counsel complied at all times and in all respects with Court of Chancery Rule 11. Plaintiff and Defendants represent and agree that the terms of the Settlement reached between Plaintiff and Defendants were negotiated at arm's-length and in good faith by Plaintiff and Defendants, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

57. 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 the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.

IN WITNESS WHEREOF, the Parties by their undersigned attorneys have executed this Stipulation as of July 6, 2023.

COOCH AND TAYLOR, P.A.

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