

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

KYLE MARTEL and JOE BRYANT,

Plaintiffs,

v.

FUSION SPONSOR LLC, JOHN JAMES,
JEFFREY GARY, JIM ROSS, KELLY
DRISCOLL, BEN BUETTEL, DIWAKAR
CHOUBEY, and BROADHAVEN
CAPITAL PARTNERS, LLC,

Defendants.

C.A. No. 2024-0329-NAC

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT OF CLASS ACTION,
SETTLEMENT HEARING, AND RIGHT TO APPEAR**

*The Delaware Court of Chancery authorized this Notice.
This is not a solicitation from a lawyer.*

TO: ALL RECORD AND BENEFICIAL HOLDERS OF FAC CLASS A COMMON STOCK, WHO HELD SUCH STOCK AS OF THE REDEMPTION DEADLINE OF SEPTEMBER 17, 2021, AND WHO ELECTED NOT TO REDEEM ALL OR SOME OF THEIR STOCK, INCLUDING THEIR HEIRS, SUCCESSORS-IN-INTEREST, SUCCESSORS, TRANSFEREES AND ASSIGNS EXCLUDING ANY EXCLUDED PERSONS.

Notice of Pendency of Class Action: Please be advised that your rights will be affected by the above-captioned stockholder class action (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”) if you were a public stockholder of Fusion Acquisition Corp. (“FAC” or the “Company”) Class A Common Stock who held such stock as of the Redemption Deadline on September 17, 2021 (the “Redemption Deadline”), and who elected not to redeem all or some of your stock, including your heirs, successors in-interest, transferees, and assigns, excluding any Excluded Persons (the “Class”).¹

Notice of Settlement: Please be advised that (i) Plaintiffs Kyle Martel and Joe Bryant (the “Plaintiffs”), individually and on behalf of the Class (defined in Paragraph 31 below); (ii) Defendants John James, Jeffrey Gary, Jim Ross, Kelly Driscoll, Ben Buettell, Fusion Sponsor LLC (the “FAC Defendants”), Diwakar Choubey (“Choubey”), and Broadhaven Capital Partners, LLC (“Broadhaven”) (collectively, the “Defendants,” and together with Plaintiffs, the “Parties,” and each a “Party”), have reached a proposed settlement for \$12,750,000.00 in cash (the “Settlement Amount”) as set forth in the Stipulation (the “Settlement”). The Settlement, if approved, will resolve all claims in the Action.

¹ Any capitalized terms used in this Notice that are not otherwise defined in this Notice shall have the meanings given to them in the Stipulation and Agreement of Settlement, Compromise, and Release between Plaintiffs and Defendants, dated April 14, 2025 (the “Stipulation”). A copy of the Stipulation is available at www.MoneyLionStockholderSettlement.com.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. This Notice explains how Class Members will be affected by the Settlement. The following table provides a brief summary of the rights you have as a Class Member and the relevant deadlines, which are described in more detail later in this Notice.

CLASS MEMBERS' LEGAL RIGHTS IN THE SETTLEMENT:	
TO MAXIMIZE YOUR RECOVERY POTENTIAL FROM THE SETTLEMENT, CLASS MEMBERS <u>MUST</u> SUBMIT A PROOF OF CLAIM FORM BY NO LATER THAN SEPTEMBER 2, 2025.	If you are a member of the Class (defined in Paragraph 31 below), you <u>may</u> be eligible to receive a distribution from the Settlement proceeds. Class Members (defined in Paragraph 31 below) <u>must</u> submit a Proof of Claim and Release in order to maximize their recovery potential from the Settlement, if approved by the Court. <i>See</i> Paragraphs 40-45 below for further discussion.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS <i>RECEIVED</i> NO LATER THAN JULY 9, 2025.	If you are a member of the Class and would like to object to the proposed Settlement, the proposed Plan of Allocation, or Class Counsel's request for a Fee and Expense Award, you may write to the Court by the deadline for submitting such objection and explain the reasons for your objection.
ATTEND A HEARING ON JULY 24, 2025 AT 11:00 A.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS <i>RECEIVED</i> NO LATER THAN JULY 9, 2025.	Filing a written objection and notice of intention to appear that is received by July 9, 2025, allows you to speak in Court, at the discretion of the Court, about your objection. In the Court's discretion, the July 24, 2025 hearing may be conducted by telephone or videoconference (<i>see</i> Paragraphs 59-62 below). If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.

WHAT THIS NOTICE CONTAINS

What Is The Purpose Of This Notice?	Page 3
What Is This Case About?	Page 3
How Do I Know If I Am Affected By The Settlement?	Page 6
What Are The Terms Of The Settlement?	Page 6
What Are The Parties' Reasons For The Settlement?	Page 6
Will I Receive A Payment From the Settlement? How Much Will My Payment From The Settlement Be? How Will I Receive My Payment?	Page 7
What Will Happen If The Settlement Is Approved? What Claims Will The Settlement Release?	Page 10
How Will Class Counsel Be Paid?	Page 12
When And Where Will The Settlement Hearing Be Held? Do I Have To Come To The Hearing? May I Speak At The Hearing If I Do Not Like The Settlement?	Page 12
Can I See The Court File? Whom Should I Contact If I Have Questions?	Page 15

WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to notify Class Members of the existence of the Action and the terms of the proposed Settlement. The Notice is also being sent to inform Class Members of a hearing that the Court has scheduled to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation for the Settlement proceeds, and the application by Plaintiffs' Counsel for a Fee and Expense Award and service awards in connection with the Settlement (the "Settlement Hearing"). See Paragraphs 59-62 below for details about the Settlement Hearing, including the location, date, and time of the hearing.

2. The Court directed that this Notice be delivered to you because you may be a member of the Class. The Court has directed us to send you this Notice because, as a Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how the Action and the proposed Settlement generally affects your legal rights.

PLEASE NOTE: The Court may approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Class.

3. The issuance of this Notice is not an expression by the Court of any findings of fact or any opinion concerning the merits of any claim in the Action, and the Court has not yet decided whether to approve the Settlement. If the Court approves the Settlement, then payments to Class Members will be made after any appeals are resolved.

PLEASE NOTE: Receipt of this Notice does not mean that you are a Class Member or that you will be entitled to receive a payment from the Settlement.

WHAT IS THIS CASE ABOUT?

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO THE FOLLOWING MATTERS, AND THESE RECITATIONS SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.

4. This Action arises out of Defendants' alleged impairment of FAC Class A common stockholders' right to make an informed redemption in connection with the business combination between FAC and Legacy MoneyLion (the "Merger"). The FAC Defendants were duty bound to provide FAC stockholders with all material information related to their redemption decision in an honest and forthright manner. Plaintiffs allege: (i) that the FAC Defendants, aided and abetted by Choubey and Broadhaven, caused FAC to make materially false and misleading public statements about the benefits of the proposed business combination; (ii) that the Merger was not entirely fair to FAC stockholders, and (iii) that the alleged breaches of fiduciary duty, related aiding and abetting breaches of fiduciary duty, and unjust enrichment harmed the Class by, among other things, dissuading Class Members from redeeming their stock. In this Action, Plaintiffs sought an award of monetary and/or rescissory damages to themselves and the Class.

5. Defendants deny any and all allegations of wrongdoing, fault, liability, or damages whatsoever in connection with the Action, including, but not limited to, any allegations that any Defendants have committed any violations of law or breach of any duty owed to FAC stockholders, that the Merger was not entirely fair to, or in the

best interests of, FAC stockholders, that Defendants have acted improperly in any way, that Defendants have any liability or owe any damages of any kind to Plaintiffs and/or the Class, and/or that any Defendants were unjustly enriched in, or as a result of, the Merger.

FACTUAL BACKGROUND

6. On March 6, 2020, FAC, a special purpose acquisition company, was incorporated as a Delaware corporation for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization, or similar business combination with one or more businesses.

7. On June 30, 2020, FAC consummated its initial public offering (the “IPO”) of 35 million units (the “Public Units”) at a price of \$10.00 per Public Unit, generating gross proceeds of \$350 million. Each Public Unit consisted of one share of FAC Class A Common Stock, and one half of one public warrant redeemable at a price of \$11.50 per share to purchase one share of FAC Class A Common Stock upon the completion of an initial business combination.

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

9. On February 11, 2021, FAC entered into an Agreement and Plan of Merger by and among FAC, Legacy MoneyLion and ML Merger Sub Inc., a wholly owned subsidiary of FAC (“Merger Sub”), pursuant to which Merger Sub would merge with and into Legacy MoneyLion, with Legacy MoneyLion becoming a wholly owned subsidiary of FAC (the “Merger”).

10. On September 3, 2021, FAC filed with the United States Securities and Exchange Commission (“SEC”) a proxy statement and prospectus concerning the Merger (such proxy statement and prospectus together with any preliminary proxy filings, as well as any amendments or supplements thereto, the “Proxy”), which was mailed to FAC stockholders on or about September 7, 2021. The Proxy informed stockholders of a special meeting to be held on September 21, 2021 (the “Special Meeting”), at which stockholders would vote whether to approve the Merger and related transactions. The Proxy also informed stockholders that the deadline for them to redeem their shares in connection with the Merger was September 17, 2021.

11. Prior to the Special Meeting, the holders of 25,887,987 shares of FAC Common Stock (the “Redeeming Stockholders”) exercised their right to redeem those shares, and, concurrent with the consummation of the Merger, the Redeeming Stockholders received approximately \$258,895,892.

12. On September 21, 2021, FAC stockholders voted to approve the Merger.

13. On September 22, 2021, the Merger and related transactions closed (the “Closing”). Following the Closing, FAC was renamed MoneyLion Inc. (“MoneyLion”).

14. On December 27, 2022, and May 5, 2023, respectively, Plaintiffs Martel and Bryant made demands to inspect certain of MoneyLion’s internal books and records, and MoneyLion made certain books and records available for inspection.

15. Plaintiffs thereafter commenced actions against MoneyLion Inc. in the Court of Chancery to compel the production of books and records. In connection with these actions, Plaintiffs and MoneyLion negotiated for the collection and production of additional books and records. On November 16, 2023, MoneyLion certified that its

books and records production was complete. Plaintiffs thereafter voluntarily dismissed their books and records actions.

16. On March 29, 2024, Plaintiffs commenced an action against Defendants, on behalf of themselves and similarly situated current and former Company stockholders, by filing a Verified Class Action Complaint in this Court bearing the caption *Martel v. Fusion Sponsor LLC*, C.A. 2024-0329-NAC (Del. Ch.) (the “Complaint”), which Plaintiffs publicly filed on April 3, 2024. The Complaint alleged claims against the Defendants for breach of fiduciary duties, aiding and abetting breaches of fiduciary duties, and unjust enrichment in connection with the Merger.

17. On May 30, 2024, the FAC Defendants filed an Answer to the Complaint (the “Answer”).

18. On May 30, 2024, Choubey filed his Motion to Dismiss and Opening Brief in Support of the Motion to Dismiss Plaintiffs’ Verified Class Action Complaint (the “Choubey Motion”), which he filed publicly on June 6, 2024.

19. On May 30, 2024, Broadhaven filed its Motion to Dismiss and Opening Brief in Support of the Motion to Dismiss Plaintiffs’ Verified Class Action Complaint (the “Broadhaven Motion” together with the Choubey Motion, the “Motions”), which it publicly filed on June 6, 2024.

20. On July 1, 2024, Plaintiffs filed their Answering Brief in Opposition to the Motions, which Plaintiffs publicly filed on July 9, 2024.

21. On July 22, 2024, Choubey filed his Reply Brief in Support of the Choubey Motion.

22. On July 22, 2024, Broadhaven filed its Reply Brief in Support of the Broadhaven Motion.

23. Plaintiffs served discovery requests on all Defendants and subpoenas on various non-parties, including MoneyLion, Edison Partners Management, LLC, and J.P. Morgan Securities LLC.

24. In connection with these requests, various documents were produced to the Parties.

25. A hearing for the Motions was scheduled for January 13, 2025.

26. On October 22, 2024, the Parties participated in a voluntary mediation in New York before David Murphy of Phillips ADR Enterprises.

27. Although the mediation concluded without a settlement agreement, the Parties continued their arms’-length negotiations with the assistance of Mr. Murphy.

28. Following those arms’-length negotiations, on January 11, 2025, the Parties executed a Settlement Term Sheet (the “Term Sheet”) after receiving and accepting a double-blind mediator’s proposal as to the Settlement Amount, which is now superseded by the Stipulation.

29. Following these arm’s-lengths negotiations, on April 14, 2025, the Parties entered into the Stipulation, which reflects the final and binding agreement among the Parties to settle the Action. The Stipulation can be viewed at www.MoneyLionStockholderSettlement.com.

30. On April 28, 2025, the Court entered a Scheduling Order directing that this Notice of the Settlement be provided to potential Class Members, and scheduling the Settlement Hearing to, among other things, consider whether to grant final approval of the Settlement.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

31. If you are a member of the Class, you are subject to the Settlement. The Class is preliminarily certified by the Court solely for purposes of the Settlement, consisting of:

All record and beneficial holders of FAC Class A Common Stock, who held such stock as of the Redemption Deadline of September 17, 2021, and who elected not to redeem all or some of their stock, including their heirs, successors-in-interest, successors, transferees, and assigns, but excluding: (a) Defendants; (b) members of the immediate family of any Individual Defendant; (c) any person who was a manager or managing member of any Entity Defendant as of September 17, 2021, and any members of their immediate family; (d) any parent, subsidiary, or affiliate of an Entity Defendant; (e) any entity in which any Defendant or any other Excluded Person, or group of Excluded Persons, has, or had as of the Redemption Deadline, a controlling interest; and (f) the legal representatives, agents, affiliates, heirs, estates, successors, or assigns of any such Excluded Persons.

PLEASE NOTE: The Class is a non-opt-out settlement class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2). Accordingly, Class Members do not have the right to exclude themselves from the Class.

WHAT ARE THE TERMS OF THE SETTLEMENT?

32. In consideration of the settlement of Released Plaintiffs' Claims (defined in Paragraph 56 below) against Released Defendant Parties (defined in Paragraph 56 below), MoneyLion and its insurance carriers, on behalf of Defendants, will pay the \$12,750,000.00 Settlement Amount into an interest-bearing escrow account for the benefit of the Class in accordance with the Stipulation. See Paragraphs 40-45 below for details about the distribution of the Settlement proceeds to Eligible Class Members.

WHAT ARE THE PARTIES' REASONS FOR THE SETTLEMENT?

33. Based upon their investigation and prosecution of the Action, Plaintiffs and Plaintiffs' Counsel believe that the claims asserted have merit, but also believe that the Settlement set forth herein provides substantial and immediate benefits for the Class. In addition to these substantial benefits, Plaintiffs and Plaintiffs' Counsel have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Action; (ii) the probability of success on the merits; (iii) the inherent problems of proof associated with, and possible defenses to, the claims asserted in the Action; (iv) the desirability of permitting the Settlement to be consummated according to its terms; (v) the expense and length of continued proceedings necessary to prosecute the Action through trial and appeals; and (vi) the conclusion of Plaintiffs and Plaintiffs' Counsel that the terms and conditions of the Settlement and the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the claims asserted in the Action on the terms set forth herein. The Settlement and the Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Plaintiffs of any infirmity in the claims asserted in the Action.

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

that the Settlement is in the best interests of the Class and have agreed to the terms and conditions set forth in the Stipulation.

35. Defendants deny any and all allegations of wrongdoing, fault, liability, or damages with respect to Released Plaintiffs' Claims (defined in Paragraph 56 below)

36. Nevertheless, Defendants have determined to enter into the Settlement on the terms and conditions set forth in the Stipulation solely to put Released Plaintiffs' Claims to rest, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages. For the avoidance of doubt, nothing in the Stipulation or the Settlement shall be construed as an admission by Defendants of any wrongdoing, fault, liability, or damages whatsoever. Neither the Term Sheet, the Stipulation, the Settlement, the negotiations leading to the execution of the Term Sheet or the Stipulation, nor any proceedings taken pursuant to or in connection with the Term Sheet or the Stipulation and/or approval of the Settlement shall be deemed or argued to be evidence of, or to constitute any presumption, admission, or concession by any Defendant or any of the other Released Defendant Parties, as to (i) the truth of any fact alleged by Plaintiffs; (ii) the validity of any claims or other issues raised, or which might be or might have been raised, in the Action or in any other proceeding; (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any other proceeding; (iv) any wrongdoing, fault, or liability of any kind by any of them, which each of them expressly denies, or (v) any damages whatsoever.

WILL I RECEIVE A PAYMENT FROM THE SETTLEMENT? HOW MUCH WILL MY PAYMENT FROM
THE SETTLEMENT BE?
HOW WILL I RECEIVE MY PAYMENT?

37. As stated above, the Settlement Amount will be deposited into an interest-bearing escrow account for the benefit of the Class. If the Settlement is approved by the Court and the Effective Date of the Settlement occurs, the Net Settlement Fund (that is, the Settlement Amount plus any interest accrued thereon after its deposit in the Escrow Account less: (i) any Taxes or Tax Expenses, (ii) any Administration Costs or Notice Costs, (iii) any Fee and Expense Award awarded by the Court; and (iv) any other costs or fees approved by the Court) will be distributed in accordance with the proposed Plan of Allocation stated below or such other plan of allocation as the Court may approve.

38. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

39. The Court may approve the Plan of Allocation as proposed or it may modify the Plan of Allocation without further notice to the Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the Settlement website, www.MoneyLionStockholderSettlement.com.

PROPOSED PLAN OF ALLOCATION

40. If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to Class Members in accordance with the proposed Plan of Allocation, subject to any modifications by the Court. In order to maximize potential recovery, Class Members must timely submit valid "Claim Forms" to the Settlement Administrator **by no later than September 2, 2025**. Class Members who do not timely submit valid Claim Forms will nonetheless be bound by the Settlement. The Court may approve this proposed Plan of Allocation, or modify it, without additional notice to the Class. Any order modifying the Plan of Allocation will be posted on the Settlement website: www.MoneyLionStockholderSettlement.com.

41. The objective of the Plan of Allocation is to distribute the Net Settlement Fund equitably among those Class Members who suffered economic losses as a result of the alleged wrongdoing. The Plan of Allocation is not a formal damages analysis, and the calculations made in accordance with the Plan of Allocation are not intended to be estimates of, or indicative of, the amounts that Class Members might have been able to recover after a trial. Nor are the calculations in accordance with the Plan of Allocation intended to be estimates of the amounts that will be paid to Class Members under the Settlement. The computations under the Plan of Allocation are only a method to weigh, in a fair, equitable and cost-effective manner, the claims of Class Members against one another for the purpose of making pro rata allocations of the Net Settlement Fund. The formulas below are intended solely for purposes of this Plan of Allocation and are not binding on Plaintiffs or any Class Member for any other purpose.

42. Pursuant to Rule 23 of the Court of Chancery of the State of Delaware, Class Members are all record and beneficial holders of FAC Class A Common Stock who held such stock as of the Redemption Deadline of September 17, 2021, and who elected not to redeem all or some of their stock, including their heirs, successors-in-interest, successors, transferees, and assigns, but excluding any Excluded Persons.

CALCULATION OF TOTAL LOSS

43. A “Recognized Claim” will be calculated for each share of FAC Class A Common Stock held by an Eligible Settlement Class Member at the close of the market on September 17, 2021 that was not redeemed in connection with the Merger (an “Eligible Share”). For the avoidance of doubt, there will be no Recognized Claim for any share of FAC Class A Common Stock redeemed in connection with the closing of the Merger. A Recognized Claim shall have two components:

(a) Base Amount: Regardless of whether a Proof of Claim and Release is submitted, for each share of FAC Class A Common Stock held by an Eligible Settlement Class Member at the close of the market on September 17, 2021, each Eligible Settlement Class Member shall receive a base distribution in the amount of \$0.10 per Eligible Share (“Base Amount”).

(b) Proof of Claim: For Each Eligible Share held by an Eligible Settlement Class Member at the close of the market on September 17, 2021 that was not redeemed in connection with the Merger and is listed on the Proof of Claim and Release and for which adequate documentation is provided to the Settlement Administrator, payments will be calculated as follows:

(i) For each Eligible Share sold between the close of the market on September 17, 2021 and the close of the market on March 28, 2024 at a price below \$10.00, the Recognized Claim component pursuant to this subsection (b) for each such share shall be the Redemption Price of \$10.00 minus the sale price.

(ii) For each Eligible Share held after the close of the market on March 28, 2024, the Recognized Claim component pursuant to this subsection (b) for each such share shall be \$7.63, calculated as the Redemption Price of \$10.00 minus \$2.37 (the closing stock price of MoneyLion on this date rounded to the nearest cent, as adjusted for the April 24, 2023 1-for-30 reverse split).

(iii) To the extent that the calculation of an Eligible Settlement Class Member’s Recognized Claim pursuant to this subsection (b) results in a negative number, that number shall be set to zero.

44. The Net Settlement Fund will be distributed to Eligible Settlement Class Members on a pro rata basis based on the relative size of their Recognized Claims. Specifically, a “Distribution Amount” will be calculated for each Eligible Settlement Class Member, which will be the sum of the (1) Base Amount, and, as applicable (2) the Eligible Settlement Class Member’s Recognized Claim component calculated pursuant to subsection (b) herein

divided by the total Recognized Claim components claimed for all Eligible Settlement Class Members pursuant to subsection (b) herein, multiplied by the total amount in the Net Settlement Fund after allocation of the Base Amount. If any Eligible Settlement Class Member's Distribution Amount calculates to less than \$10.00, it will not be included in the calculation, and no distribution will be made to that Eligible Settlement Class Member; however, they will nevertheless be bound by the Settlement and the Order and Final Judgment of the Court dismissing this Action.

45. If the sum total of the Base Amount and Recognized Claims of all Eligible Settlement Class Members who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Eligible Settlement Class Member shall receive their pro rata share of the Net Settlement Fund. If the Net Settlement Fund exceeds the sum total amount of the Base Amount and Recognized Claims of all Eligible Class Members entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund shall be distributed pro rata to all Eligible Settlement Class Members entitled to receive payment pursuant to subsection (b) of the Plan. Defendants shall not have a reversionary interest in the Net Settlement Fund.

ADDITIONAL PROVISIONS

46. Any transaction in common stock executed outside regular trading hours for the U.S. financial market shall be deemed to have occurred during the next trading session.

47. All purchases, acquisitions, and sales shall exclude any fees, taxes, and commissions.

48. Purchases, acquisitions, and sales of Eligible Shares shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. The receipt or grant by gift, inheritance or operation of law of Eligible Shares shall not be deemed a purchase, acquisition, or sale of these Eligible Shares for the calculation of Total Loss, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of such Eligible Shares unless: (i) the donor or decedent purchased or otherwise acquired such Eligible Shares; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such Eligible Shares; and (iii) it is specifically so provided in the instrument of gift or assignment.

49. The date of covering a "short sale" is deemed to be the date of purchase or acquisition of Eligible Shares. The date of a "short sale" is deemed to be the date of sale of the Eligible Shares. Under the Plan of Allocation, however, the Total Loss on "short sales" is zero and the Total Loss on any portion of a purchase or acquisition that matches against (or "covers") a "short sale" is zero. The Total Loss on a "short sale" that is not covered by a purchase or acquisition is also zero.

50. The Eligible Shares are the only security eligible for recovery under the Plan of Allocation. Option Contracts are not securities eligible to participate in the Settlement. With respect to Eligible Shares purchased or sold through the exercise of an option, the purchase/sale date of the Eligible Shares is the exercise date of the option and the purchase/sale price of the Eligible Shares is the exercise price of the option.

51. Distributions will be made to Class Members pursuant to this Plan of Allocation after all claims have been processed and after the Court has finally approved the Settlement.

52. In the event that any payment from the Net Settlement Fund is undeliverable or in the event a check is not cashed by the stale date (i.e., more than three months from the check's issue date), the following procedures shall govern:

(a) For settlement funds distributed by a Custodian, the Custodian shall follow its respective policies with respect to further attempted distribution or escheatment;

(b) For settlement funds distributed to Class Members directly by the Settlement Administrator, or for any funds returned by a Custodian to the Settlement Administrator, the Settlement Administrator shall use reasonable efforts to locate the Class Members and reattempt distribution. If after completion of such follow-up efforts \$50,000 or more remains in the Net Settlement Fund, the Settlement Administrator shall conduct pro rata re-distributions of the remaining funds until the remaining balance is under \$50,000. At such time as the remaining balance is less than \$50,000, the remaining funds shall be distributed to the Combined Campaign for Justice, P.O. Box 2113, Wilmington, Delaware 19899, a 501(c)(3) charitable organization.

53. Payment pursuant to the Plan of Allocation or such other plan as may be approved by the Court for this Settlement shall be conclusive against all Class Members. No person shall have any claim against Plaintiffs, Plaintiffs' Counsel, any Plaintiffs' expert, Defendants, Defendants' Counsel, any of the other Class Members, or the Settlement Administrator or other agent designated by Plaintiffs' Counsel arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further orders of the Court. **Plaintiffs, Plaintiffs' Counsel, Defendants and their respective counsel, and all other Released Parties shall have no responsibility for or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the Plan of Allocation; the determination, administration, calculation, or payment of any Claim Form or nonperformance of the Settlement Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.**

54. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any Class Member or claimant.

55. Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim Form.

<p>WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED? WHAT CLAIMS WILL THE SETTLEMENT RELEASE?</p>

56. If the Settlement is approved, the Court will enter an Order and Final Judgment (the "Order and Final Judgment"). Pursuant to the Order and Final Judgment, the claims asserted against Defendants in the Action will be dismissed with prejudice and the following releases will occur:

(a) **Release of Claims by Plaintiffs and the Class:** Upon the Effective Date, the Released Plaintiffs Parties shall be deemed to have, and by operation of law and of the Order and Final Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged the Released Plaintiffs' Claims against the Released Defendant Parties, and shall forever be barred and enjoined from prosecuting the Released Plaintiffs' Claims against the Released Defendant Parties.

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

"Released Plaintiffs' Claims" means any and all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, and demands of every nature and description, whether or not currently asserted, whether known or unknown claims, suspected, existing, or discoverable, whether arising under federal, state, common, local, statutory, regulatory, foreign, or other law or rule, whether based in contract, tort, statute,

law, equity, or otherwise (including, but not limited to, federal and state securities laws), that Plaintiffs or any other Class Member, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any Person acting for or on behalf of, or claiming under or through, any of them, and each of them, (a) asserted in the Action or (b) could have alleged, asserted, set forth, or claimed in the Action by Plaintiffs or any other member of the Class, individually or on behalf of the Class or on behalf of the Company, that (1) in full or in part, concern, relate to, arise out of, or are in any way connected to the claims, allegations, transactions, facts, circumstances, events, acts, disclosures, statements, representations, omissions, or failures to act alleged, set forth, referred to, or involved in the Action, and (2) arise out of, are based upon, relate to, or concern the rights of, duties owed to, and/or ownership of FAC shares as to which Plaintiffs or Class Members had redemption rights as of the Redemption Deadline, including, but not limited to, any claims related to (i) the Merger, (ii) the Proxy, (iii) any other disclosures relating to or concerning the Merger or FAC, or (iv) the control or participation of any of Released Defendant Parties. For the avoidance of doubt, Released Plaintiffs' Claims do not include claims asserted in the action captioned *Frommer, et al. v. MoneyLion Technologies Inc.*, Civil Action No. 1:23-cv-06339 (S.D.N.Y.) For the further avoidance of doubt, Released Plaintiffs' Claims shall not include the right to enforce the Settlement or any final judgment in this Action, nor do Released Plaintiffs' Claims release any actual or potential claims held by the Company that can be brought by someone other than Plaintiffs or a Class Member.

(b) **Release of Claims by Defendants:** Upon the Effective Date, the Released Defendant Parties shall be deemed to have, and by operation of law and of the Order and Final Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged the Released Defendants' Claims against the Released Plaintiffs Parties, and shall forever be barred and enjoined from prosecuting the Released Defendants' Claims against the Released Plaintiff Parties. For avoidance of doubt, Released Defendants' Claims shall not include any of the Excluded Defendants' Claims.

"Released Plaintiff Parties" means Plaintiffs, and each and every other Class Member, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under or through, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns.

"Released Defendants' Claims" means any and all claims and causes of action that Defendants, FAC, or any of their respective successors and assigns, whether known or unknown, whether arising under state, federal, common, local, statutory, regulatory, foreign, or other law or rule that involve, arise out of or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action, except for claims to enforce the Settlement.

"Unknown Claims" means any Released Claims which any of the Released Parties does not know or suspect to exist at the time of the release of such claims, which, if known by any of the Released Parties, might have affected one or more of the Released Parties' decisions with respect to the Settlement. With respect to the Released Claims, the Parties stipulate and agree that, upon the occurrence of the Effective Date, the Parties shall waive expressly, and by operation of the Order and Final Judgment, each Class Member shall be deemed to have, and shall have, expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state of the United States or territory of the United States, or principle of common law, that is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

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

57. By Order of the Court, all proceedings in the Action, except for those related to the Settlement, have been stayed, and Plaintiffs and all other Class Members, and anyone acting or purporting to act on behalf of, in the stead of, or derivatively for, any Class Member, are barred and enjoined from commencing, pursuing, prosecuting, instigating, maintaining, or in any way participating in the commencement, pursuit, continuation, or prosecution of any action asserting or involving, directly or indirectly, any of the Released Plaintiffs’ Claims against any of Released Defendant Parties pending final determination of whether the Settlement should be approved.

HOW WILL CLASS COUNSEL BE PAID?

58. Plaintiffs’ Counsel have not received any payment for their services in pursuing claims in the Action on behalf of the Class, nor have Plaintiffs’ Counsel been paid for their litigation expenses incurred in connection with the Action. Before final approval of the Settlement, Plaintiffs’ Counsel will apply to the Court for an award of fees and expenses to be paid from the Settlement Fund and approved by the Court in accordance with the Settlement, in full satisfaction of any and all claims for attorneys’ fees or expenses that have been, could be, or could have been asserted by Plaintiffs’ Counsel or any other counsel, or any Class Member (the “Fee and Expense Award”) in connection with this Action. Plaintiffs’ Counsel will seek a Fee and Expense Award consisting of attorneys’ fees in an amount not to exceed 20% of the Settlement Amount, inclusive of expenses incurred in connection with the Action. The Court will determine the amount of the Fee and Expense Award. **The Fee and Expense Award will be paid solely from (and out of) the Settlement Fund in accordance with the terms of the Stipulation. Class Members are not personally liable for any such fees or expenses.** Plaintiffs’ Counsel may apply to the Court for a service award to Plaintiffs not to exceed \$5,000 to each Plaintiff, payable out of any Fee and Expense Award.

WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DO NOT LIKE THE SETTLEMENT?

59. Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the Settlement Hearing. Class Members can recover from the Settlement without attending the Settlement Hearing.

60. **PLEASE NOTE:** The date and time of the Settlement Hearing may change without further written notice to Class Members. In addition, the Court may decide to conduct the Settlement Hearing remotely by telephone

or videoconference, or otherwise allow Class Members to appear at the hearing remotely by phone or video, without further written notice to Class Members. **To determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate remotely by phone or video, it is important that you monitor the Court’s docket and the Settlement website, www.MoneyLionStockholderSettlement.com, before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing, or updates regarding in-person or remote appearances at the hearing, will be posted to the Settlement website, www.MoneyLionStockholderSettlement.com.** Also, if the Court requires or allows Class Members to participate in the Settlement Hearing remotely by telephone or videoconference, the information needed to access the conference will be posted to the Settlement website, www.MoneyLionStockholderSettlement.com.

61. The Settlement Hearing will be held on **July 24, 2025, at 11:00 a.m.**, before The Honorable Nathan A. Cook, Vice Chancellor. The Settlement Hearing will take place either in person at the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware, 19801, or remotely by telephone or videoconference (in the discretion of the Court). The purpose of the Settlement Hearing is, among other things, to: (i) determine whether to finally certify the Class for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (ii) determine whether Plaintiffs and Plaintiffs’ Counsel have adequately represented the Class, and whether Plaintiffs should be finally appointed as Class representatives for the Class and Plaintiffs’ Counsel should be finally appointed as Class counsel for the Class; (iii) determine whether the proposed Settlement should be approved as fair, reasonable, and adequate to the Class and in the best interests of the Class; (iv) determine whether the Action should be dismissed with prejudice and the Releases provided under the Stipulation should be granted; (v) determine whether the Order and Final Judgment approving the Settlement should be entered; (vi) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vii) determine whether and in what amount any Fee and Expense Award should be paid to Plaintiffs’ Counsel out of the Settlement Fund; (viii) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or Plaintiffs’ Counsel’s application for a Fee and Expense Award; and (ix) consider any other matters that may properly be brought before the Court in connection with the Settlement.

62. Any Class Member may file a written objection to the Settlement, the proposed Plan of Allocation, and/or Plaintiffs’ Counsel’s application for the Fee and Expense Award (an “Objector”); provided, however, that no Objector shall be heard or entitled to object unless **on or before July 9, 2025**, such person (1) files their written objection, together with copies of all other papers and briefs supporting the objection specified in Paragraph 63 below, with the Register in Chancery at the address set forth below; (2) serves such papers (electronically by File & ServeXpress, by hand, by First Class U.S. mail, or by express service) on Plaintiffs’ Counsel and Defendants’ Counsel at the addresses set forth below; and (3) emails a copy of the written objection to the below email addresses for Plaintiffs’ Counsel and Defendants’ Counsel.

REGISTER IN CHANCERY
Register in Chancery Court of Chancery of the State of Delaware Leonard L. Williams Justice Center 500 North King Street Wilmington, DE 19801

PLAINTIFFS' COUNSEL

Kelly L. Tucker, Esquire
GRANT & EISENHOFER P.A.
123 Justison Street
Wilmington, DE 19801
ktucker@gelaw.com

Adam J. Blander, Esquire
WOLF POPPER LLP
845 Third Avenue
New York, NY 10022
ablander@wolfdpopper.com

DEFENDANTS' COUNSEL

Paul J. Loughman, Esquire
YOUNG CONAWAY STARGATT & TAYLOR LLP
Rodney Square
1000 North King Street
Wilmington, DE 19801
ploughman@ycst.com

William M. Lafferty, Esquire
MORRIS, NICHOLS, ARSHT & TUNNEL, LLP
1201 North Market Street, 16th Floor
Wilmington, DE 19801
wlafferty@morrisnichols.com

Bradley R. Aronstam, Esquire
ROSS ARONSTAM & MORITZ LLP
Hercules Building
1313 North Market Street, Suite 1001
Wilmington, DE 19801
BAronstam@ramllp.com

63. Any objections must: (i) identify the case name and civil action number, “*Martel v. Fusion Sponsor LLC*, C.A. No. 2024-0329-NAC”; (ii) state the name, address, and telephone number of the Objector and, if represented by counsel, the name, address, and telephone number of the Objector’s counsel; (iii) be signed by the Objector; (iv) contain a specific, written statement of the objection(s) and the specific reason(s) for the objection(s), including any legal and evidentiary support the Objector wishes to bring to the Court’s attention, and if the Objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the identity of any witnesses the Objector may call to testify and any exhibits the Objector intends to introduce into evidence at the Settlement Hearing; and (v) include documentation sufficient to prove that the Objector is a member of the Class. Documentation establishing that an Objector is a member of the Class must consist of copies of monthly brokerage account statements or an

authorized statement from the Objector's broker containing the transactional and holding information found in an account statement. Plaintiffs' Counsel may request that the Objector submit additional information or documentation sufficient to prove that the objector is a Class Member.

64. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

65. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, or Plaintiffs' Counsel's Fee Application, including Plaintiffs' application for a service award (assuming you timely file and serve a written objection as described above), you must also file a notice of appearance with the Register in Chancery and serve it on Plaintiffs' Counsel and Defendants' Counsel at the mailing and email addresses set forth above so that the notice is received on or before July 9, 2025. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

66. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Plaintiffs' Counsel and Defendants' Counsel at the mailing and email addresses set forth in Paragraph 63 above so that the notice is **received on or before July 9, 2025**.

67. The Settlement Hearing may be adjourned by the Court without further written notice to Class Members. If you intend to attend the Settlement Hearing, you should confirm the date and time by monitoring the Court's docket and the Settlement website, www.MoneyLionStockholderSettlement.com, or contacting Plaintiffs' Counsel, before making any plans to attend the Settlement Hearing.

68. Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection (including the right to appeal) and shall be forever foreclosed from making any objection to the Settlement, the proposed Plan of Allocation, Plaintiffs' Counsel's application for the Fee and Expense Award, or any other matter related to the Settlement or the Action, and will otherwise be bound by the Order and Final Judgment to be entered and the releases to be given. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

<p style="text-align: center;">CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?</p>

69. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware, 19801. Additionally, copies of the Stipulation, the Complaint, and any related orders entered by the Court will be posted on the Settlement website, www.MoneyLionStockholderSettlement.com. If you have questions regarding the Settlement, you may contact the Settlement Administrator: MoneyLion Stockholder Settlement, c/o A.B. Data, Ltd., P.O. Box 173115, Milwaukee, WI 53217, by telephone at 877-390-3144; or Plaintiffs' Counsel: Kelly L. Tucker, Grant & Eisenhofer P.A., 123 Justison Street, Wilmington, DE 19801, 302-622-7000, ktucker@gelaw.com.

WHAT IF I HELD STOCK ON SOMEONE ELSE'S BEHALF?

70. If you are a broker or other nominee that held FAC Class A Common Stock as of September 17, 2021 for the beneficial interest of persons or entities other than yourself, you are requested, within seven (7) calendar days of receipt of this Notice, to either: (i) request from the Settlement Administrator sufficient copies of this Notice to forward to all such beneficial owners, and within seven (7) calendar days of receipt of those Notices, forward them to all such beneficial owners; or (ii) provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to the Settlement Administrator at: MoneyLion Stockholder Litigation, c/o A.B. Data, Ltd., P.O. Box 173115, Milwaukee, WI 53217, or by telephone at 877-390-3144. If you choose the second option, the Settlement Administrator will send a copy of the Notice to the beneficial owners.

71. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought. A copy of this Notice may also be obtained from the Settlement website, www.MoneyLionStockholderSettlement.com, by calling the Settlement Administrator at 877-390-3144, or by emailing the Settlement Administrator at info@MoneyLionStockholderSettlement.com.

DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE REGISTER IN CHANCERY REGARDING THIS NOTICE.

BY ORDER OF THE COURT OF
CHANCERY OF THE STATE OF
DELAWARE:

Dated: June 2, 2025