



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

COPIA INVESTMENT PARTNERS LTD.,
MASO CAPITAL INVESTMENTS LIMITED,
BLACKWELL PARTNERS LLC – SERIES A,
and STAR V PARTNERS LLC, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

STERLING FUND MANAGEMENT, LLC,
STERLING CAPITAL PARTNERS IV, L.P.,
SCP IV PARALLEL, L.P., AVI MEZZ CO.,
L.P., M. AVI EPSTEIN, R. CHRISTOPHER
HOEHN-SARIC, and STEVE FIRENG,

Defendants.

C.A. No. 2024-1184-KSJM

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

This Stipulation and Agreement of Settlement, Compromise, and Release, dated September 24, 2025 (the “Stipulation”), is entered into by and among: (i) Plaintiffs Copia Investment Partners Ltd., Maso Capital Investments Limited, Blackwell Partners LLC – Series A, and Star V Partners LLC (“Plaintiffs”), on behalf of themselves and the other members of the Class (as defined in Paragraph 1 below); and (ii) Defendants Sterling Fund Management, LLC, SCP IV Parallel, L.P., Sterling Capital Partners IV, L.P., and AVI Mezz Co., L.P. (“Sterling Partners” or the “Sterling Partners Defendants”), M. Avi Epstein, R. Christopher Hoehn-Saric,

and Steve Fireng (the “Individual Defendants” and, with the Sterling Partners Defendants, “Defendants,” and collectively with Plaintiffs, the “Parties” and each a “Party”).¹ Subject to the terms and conditions set forth herein and the approval of the Court of Chancery of the State of Delaware (the “Court”) under Court of Chancery Rule 23, the Settlement embodied in this Stipulation is intended (i) to be a full and final disposition of the above-captioned action (the “Action”); (ii) to state all of the terms of the Settlement and the resolution of the Action; and (iii) to fully, finally, and forever compromise, resolve, discharge, and settle the Released Claims and result in the complete dismissal of the Action with prejudice.

WHEREAS:

A. On May 23, 2024, Keypath Education International, Inc. (“Keypath”) announced that it had entered into an Agreement and Plan of Merger with affiliates of Sterling Partners, pursuant to which Keypath’s stockholders unaffiliated with Sterling Partners would be cashed out for A\$0.87² per share and the Company would be taken private (the “Merger”).

B. On August 26, 2024, Plaintiff Copia Investment Partners Ltd. sent Keypath a demand to inspect Keypath’s books and records concerning the proposed

¹ All terms herein with initial capitalization shall, unless defined elsewhere in this Stipulation, have the meanings given to them in Paragraph 1 below.

² Valuations in the form A\$__ are stated in Australian Dollars, the currency in which the Company transacted.

Merger pursuant to 8 *Del. C.* § 220 (the “Copia 220 Demand”).

C. Also on August 26, 2024, Plaintiffs Maso Capital Investments Limited, Blackwell Partners LLC – Series A, and Star V Partners LLC sent Keypath a separate demand to inspect Keypath’s books and records concerning the proposed Merger pursuant to 8 *Del. C.* § 220 (the “Maso 220 Demand,” and together with the Copia 220 Demand, the “220 Demands”).

D. In response to the 220 Demands, the Company produced certain responsive materials concerning the Merger.

E. On September 11, 2024, the Merger closed. Plaintiffs and other stockholders unaffiliated with Sterling Partners were cashed out for A\$0.87 per share in Merger consideration.

F. On November 20, 2024, Plaintiffs filed a Verified Class Action Complaint (the “Complaint”) against Defendants in the Court of Chancery in the State of Delaware, commencing the action styled as *Copia Investment Partners Ltd. et al. v. Sterling Fund Management, LLC et al.*, C.A. No. 2024-1184-KSJM (Del. Ch.), alleging breaches of fiduciary duties by Defendants in connection with the Merger.

G. On January 2, 2025, the Court granted a Stipulation and Order Regarding Service of Process of Complaint and Deadline for Response, pursuant to which Defendants accepted service of the Complaint. The Stipulation and Order also

set a schedule for Defendants' response to the Complaint.

H. On February 21, 2025, Defendants answered the Complaint.

I. Over the course of the next several months, the Parties engaged in document and written discovery, including targeted discovery into valuation and damages issues, while simultaneously engaging in arm's-length negotiations regarding potential settlement of the Action.

J. On the discovery track, Plaintiffs served, and Defendants responded and objected to, thirty-three requests for the production of documents and twenty-six interrogatories. Plaintiffs also served subpoenas for the production of documents on four non-parties, including BMO Capital Markets Corp., Macquarie Capital (USA) Inc., Kirkland & Ellis LLP, and Katten Muchin Rosenman LLP. Defendants produced to Plaintiffs 23,815 pages of confidential discovery materials relating to the Merger.

K. On the settlement negotiation track, counsel for the Parties engaged in multiple, extensive discussions regarding potential settlement.

L. As a result of the settlement negotiations between Plaintiffs and Defendants, the Parties reached an agreement in principle to settle the Action, which was memorialized in a Settlement Term Sheet executed on July 8, 2025 (the "Settlement Term Sheet"). The Settlement Term Sheet set forth, among other things, the Parties' agreement to settle and release all claims against Defendants in the

Action in return for a cash payment of \$4,850,000.00 (United States Dollars), subject to certain terms and conditions and the execution of a customary “long form” stipulation and agreement of settlement and related papers.

M. This Stipulation (together with the Exhibits hereto) has been duly executed by the undersigned signatories on behalf of their respective clients, reflects the final and binding agreement among the Parties, and supersedes the Settlement Term Sheet.

N. Plaintiffs, through Plaintiffs’ Counsel, have investigated the claims against each Defendant and the underlying events and transactions alleged in the Action. Plaintiffs’ Counsel have analyzed the evidence adduced during their investigation in the Action described above, and have also researched the applicable law with respect to the claims asserted in the Action and the potential defenses thereto. This investigation and the settlement negotiations between the Parties have provided Plaintiffs with a detailed basis upon which to assess the relative strengths and weaknesses of Plaintiffs’ position and Defendants’ positions in this Action.

O. Based upon their investigation and prosecution of the Action, Plaintiffs and Plaintiffs’ Counsel have concluded that the terms and conditions of the Settlement and this Stipulation are fair, reasonable, and adequate to Plaintiffs and the other members of the Class and in their best interests. Based on Plaintiffs’ oversight of the prosecution of this matter, along with the input of Plaintiffs’

Counsel, Plaintiffs have agreed to settle the claims raised in the Action pursuant to the terms and provisions of this Stipulation, after considering: (i) the substantial benefits that Plaintiffs and the other members of the Class will receive from the resolution of the Action; (ii) the attendant risks of litigation; and (iii) the desirability of permitting the Settlement to be consummated as provided by the terms of this Stipulation. The Settlement and this 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 this Action.

P. Defendants deny all allegations of wrongdoing, fault, liability, or damage to Plaintiffs or to any other member of the Class, and further deny that Plaintiffs have asserted a valid claim as to any of them. Defendants further deny that they engaged in any wrongdoing or committed, or aided or abetted, any violation of law or breach of duty and believe that they acted properly, in good faith, and in a manner consistent with their legal duties and are entering into the Settlement and this Stipulation solely to avoid the substantial burden, expense, inconvenience, and distraction of continued litigation and to resolve each of the Released Plaintiffs' Claims, as defined below, as against the Released Defendant Parties, as defined below. The Settlement and this Stipulation shall not in any event be offered, construed as, or deemed to be, evidence of or as a presumption or as an admission or concession on the part of any of the Defendants with respect to any claim or

factual allegation or of any fault or liability or wrongdoing of any kind or of damage whatsoever or any infirmity in the defenses that any of the Defendants have or could have asserted.

Q. The Parties recognize that the Action has been filed and prosecuted by Plaintiffs in good faith and defended by Defendants in good faith and further that the Settlement Amount (as defined below) to be paid, and the other terms of the Settlement as set forth herein, were negotiated at arm's length, in good faith, and reflect an agreement that was reached voluntarily by the Parties after consultation with experienced legal counsel.

NOW THEREFORE, IT IS STIPULATED AND AGREED, by and among Plaintiffs (individually and on behalf of the Class) and Defendants that, subject to the approval of the Court under Court of Chancery Rule 23, for good and valuable consideration set forth herein and conferred on Plaintiffs and the Class, the sufficiency of which is acknowledged, the claims asserted in the Action on behalf of the Class against Defendants shall be finally, fully, and forever settled, compromised, released, discharged, extinguished, and dismissed with prejudice and without costs (except as provided herein), and that the Released Plaintiffs' Claims, as defined below, shall be finally and fully compromised, settled, released, discharged, and dismissed with prejudice against the Defendants and released as to the Released Defendant Parties, as defined below, and that the Released Defendants'

Claims, as defined below, shall be finally, fully, and forever settled, compromised, released, discharged and extinguished as to the Released Plaintiff Parties, as defined below, in the manner set forth herein.

I. DEFINITIONS

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

(a) “Account” means the escrow account maintained by Plaintiffs’ Counsel into which the Settlement Amount shall be deposited.

(b) “Action” means *Copia Investment Partners Ltd. et al. v. Sterling Fund Management, LLC et al.*, C.A. No. 2024-1184-KSJM (Del. Ch.).

(c) “Administrative Costs” means all costs, expenses, and fees associated with administering or carrying out the terms of the Settlement, other than the Notice Costs (as defined below). Administrative Costs are not part of the Fee and Expense Award.

(d) “ASX” means the Australian Securities Exchange.

(e) “CDIs” means CHESS Depositary Interests.

(f) “CHESS” means the Clearing House Electronic Subregister System, the system that manages the settlement of transactions executed on the ASX.

(g) “CHESS Participants” means the CHESS participants to which

CHESS distributed the Merger Consideration.

(h) “Claims” means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, diminutions in value, costs, debts, expenses, interest, penalties, fines, sanctions, fees, attorneys’ fees, expert or consulting fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including known claims and Unknown Claims, whether direct, individual, class, derivative, representative, legal, equitable or of any other type, or in any other capacity, whether based on state, local, foreign, federal, statutory, regulatory, common or any other law, rule, or regulation.

(i) “Class” means a non-opt-out class consisting of all record and beneficial owners of shares of the Company (including holders of CDIs), except the Excluded Persons, whose Company shares or CDIs were exchanged for cash at the closing of the Merger.

(j) “Class Member” means a member of the Class.

(k) “Closing” means the closing of the Merger on or about September 11, 2024.

(l) “Complaint” means the Verified Class Action Complaint filed by Plaintiffs against Defendants in this Action in the Court of Chancery of the State of Delaware on November 20, 2024.

(m) “Court” means the Court of Chancery of the State of Delaware.

(n) “Defendants” means, collectively, Sterling Fund Management, LLC, SCP IV Parallel, L.P., Sterling Capital Partners IV, L.P., AVI Mezz Co., L.P., M. Avi Epstein, R. Christopher Hoehn-Saric, and Steve Fireng.

(o) “Defendants’ Counsel” means Young Conaway Stargatt & Taylor, LLP, Kirkland & Ellis LLP, Abrams & Bayliss LLP, Ropes & Gray LLP, and the partners, counsel, members, associates, and employees of each such firm.

(p) “Effective Date” means the first date by which all of the events and conditions specified in Paragraph 11 of this Stipulation have been met and have occurred or have been waived.

(q) “Eligible Class Members” means Class Members who received the Merger Consideration at the Closing of the Merger. For the avoidance of doubt, Eligible Class Members exclude all Excluded Persons.

(r) “Escrow Agents” means the law firms of Equity Litigation Group LLP or its successor(s) and Saxena White P.A. or its successor(s), which shall hold any and all escrowed funds in the Account.

(s) “Excluded Persons” means (i) Defendants, (ii) any other director

or officer of the Company as of the date of the Closing, (iii) the Immediate Family of Defendants and the Company's other directors and officers as of the date of the Closing, (iv) any entity in which the foregoing has a controlling interest, and (v) the affiliates, legal representatives, heirs, successors, or assigns of the foregoing.

(t) "Fee and Expense Application" means an application to the Court by Plaintiffs' Counsel for a Fee and Expense Award.

(u) "Fee and Expense Award" means an award to Plaintiffs' Counsel of fees and expenses to be paid from the Settlement Fund, approved by the Court and in full satisfaction of all claims for fees and expenses that have been, could be, or could have been asserted by Plaintiffs' Counsel or any other counsel or any Class Member with respect to the Settlement Fund or against Defendants or Keypath relating to the Settlement Fund. The Fee and Expense Award does not include Administrative Costs or Notice Costs, which are to be paid separately from the Settlement Fund.

(v) "Final," when referring to the Judgment or any other court order, means (i) if no appeal is filed, the expiration date of the time provided for filing or noticing any motion for reconsideration, reargument, appeal, or other review of the order; or (ii) if there is an appeal from the Judgment or order, the later of (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari, reconsideration, or otherwise, or (b) the date the judgment or order is

finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari, reconsideration, reargument, or other form of review, or the denial of a writ of certiorari, reconsideration, reargument, or other form of review, and, if certiorari, reconsideration, or other form of review is granted, the date of final affirmance following review pursuant to that grant; provided, however, that any disputes or appeals relating solely to (i) the amount, payment, or allocation of attorneys' fees and expenses or (ii) the plan of allocation of the Settlement proceeds (as submitted or subsequently modified) shall have no effect on finality for purposes of determining the date on which the Judgment becomes Final and shall not otherwise prevent, limit or otherwise affect the Judgment, or prevent, limit, delay or hinder entry of the Judgment.

(w) "Immediate Family" means a natural person's spouse and minor children.

(x) "Initial Deposit Amount" means \$250,000.00 (United States Dollars).

(y) "Judgment" means the Order and Final Judgment, substantially in the form attached hereto as Exhibit D, to be entered by the Court approving the Settlement.

(z) "Long-Form Notice" means the Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to

Appear, substantially in the form attached hereto as Exhibit B, which is to be made available to Class Members via internet distribution and by first-class mail or email.

(aa) “Merger” means the acquisition of Keypath by affiliates of Sterling Partners that closed on or about September 11, 2024.

(bb) “Merger Consideration” means the A\$0.87 cash per Company share that Class Members were entitled to receive as compensation under the terms of the Merger.

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

(dd) “Notice” means, collectively, the Long-Form Notice and Summary Notice.

(ee) “Notice Costs” means the costs, fees, and expenses that are incurred by the Settlement Administrator and/or Plaintiffs’ Counsel in connection with providing notice to the Class. Notice Costs are not part of the Fee and Expense Award.

(ff) “Parties” means Plaintiffs and Defendants.

(gg) “Plan of Allocation” means the proposed plan of allocation of the Net Settlement Fund set forth in the Notice.

(hh) “Plaintiffs” means, collectively, Copia Investment Partners Ltd.,

Maso Capital Investments Limited, Blackwell Partners LLC – Series A, and Star V Partners LLC.

(ii) “Plaintiffs’ Counsel” means, collectively, Saxena White P.A., Equity Litigation Group LLP, and the partners, counsel, members, associates, and employees of each such firm.

(jj) “Released Claims” means, collectively, the Released Plaintiffs’ Claims and the Released Defendants’ Claims.

(kk) “Released Defendant Parties” means Defendants and Keypath, as well as any and all of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, committees, managers, partners, limited partners, general partners, stockholders, representatives, attorneys, advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, immediate family members, beneficiaries, estates, administrators, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, insurers, and reinsurers, and any entity under their control.

(ll) “Released Defendants’ Claims” means any and all Claims, including Unknown Claims, that have been or could have been asserted in the Action, or in any court, tribunal, forum or proceeding, by the Releasing Defendant Parties, or any of their respective successors and assigns against any of the Released

Plaintiff Parties, and any of their respective successors and assigns, that relate to or arise out of the institution, prosecution, settlement or dismissal of the Action; provided, however, that the Released Defendants' Claims shall not include Claims to enforce this Stipulation.

(mm) "Released Parties" means the Released Plaintiff Parties and the Released Defendant Parties.

(nn) "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 claims 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, individually or on behalf of the Class, (a) asserted in the Action or (b) could have alleged, asserted, set forth, or claimed in the Action, 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 Keypath stock, including but not limited to, any claims related to (i) the Merger, or (ii) any control or participation of any of the Released Defendant Parties with respect to the Merger. For the avoidance of doubt, Released Plaintiffs' Claims shall not include the right to enforce this Stipulation, the Settlement, or any final judgment in this Action, nor do Released Plaintiffs' Claims release any actual or potential claims held by the Company.

(oo) "Released Plaintiff Parties" means Plaintiffs, each and every Class Member, and Plaintiffs' Counsel, as well as any of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, committees, managers, partners, limited partners, general partners, stockholders, representatives, attorneys, advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, immediate family members, beneficiaries, estates, administrators, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, insurers, and reinsurers, and any entity under their control.

(pp) "Releases" means the releases set forth in Paragraphs 4–6 of this Stipulation.

(qq) "Releasing Defendant Parties" means Defendants and the Released Defendant Parties, on behalf of themselves and their successors and

assigns.

(rr) “Releasing Parties” means the Releasing Plaintiff Parties and the Releasing Defendant Parties.

(ss) “Releasing Plaintiff Parties” means Plaintiffs, all other Class Members, and all Released Plaintiff Parties, on behalf of themselves and their successors and assigns.

(tt) “Scheduling Order” means the Order, substantially in the form attached hereto as Exhibit A, directing notice of the Settlement and scheduling Settlement-related events.

(uu) “Settlement” means the resolution of the Action on the terms and conditions set forth in this Stipulation.

(vv) “Settlement Administrator” means the settlement administrator selected by Plaintiffs’ Counsel to provide notice to the Class and administer the Settlement.

(ww) “Settlement Amount” means \$4,850,000.00 (United States Dollars) in cash.

(xx) “Settlement Fund” means the Settlement Amount plus any and all interest earned thereon.

(yy) “Settlement Hearing” means the hearing to be set by the Court under Delaware Court of Chancery Rule 23 to consider, among other things, final

approval of the Settlement.

(zz) “Summary Notice” means the Summary Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as Exhibit C, to be published as set forth in an Order in the form attached hereto as Exhibit A (the “Scheduling Order”).

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

(bbb) “Unknown Claims” means any Released Plaintiffs’ Claims which any of the Releasing Plaintiff Parties do not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Defendants’ Claims which any of the Releasing Defendant Parties do not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, the Releasing Plaintiff Parties and the Releasing Defendant Parties shall expressly waive, and each of the other Class Members shall be deemed to have waived, and

by operation of the Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

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

II. CLASS CERTIFICATION

2. Solely for the purposes of the Settlement and for no other purpose, the Parties stipulate and agree to: (a) certification of the Action as a non-opt-out class action pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), on behalf of the Class; (b) appointment of Plaintiffs as Class Representatives for the Class; and (c) appointment of Plaintiffs' Counsel as Class Counsel for the Class. In the event that this Settlement is terminated in accordance with the terms and conditions of this Stipulation or the Effective Date fails to occur, Defendants reserve the right to oppose certification of any plaintiff class in future proceedings.

III. SETTLEMENT CONSIDERATION

3. In consideration for the full and final release, settlement, and discharge of all Released Plaintiffs' Claims against the Released Defendant Parties, the Parties have agreed to the following consideration:

(a) Settlement Amount:

(i) Defendants shall cause the Initial Deposit Amount to be deposited into the Account by the later of (a) ten (10) calendar days after the Scheduling Order is approved and entered by the Court, or (b) Plaintiffs' Counsel providing all required funding information, including wire instructions, verbal confirmation of such instructions, and a complete Form W-9 with a tax identification number for the Account, to Defendants' Counsel.

(ii) The Defendants shall cause the balance of the Settlement Amount (*i.e.*, the Settlement Amount less the Initial Deposit Amount) to be deposited into the Account no later than ten (10) calendar days before the Settlement Hearing.

(iii) Deposits made into the Account pursuant to Sections (i) and (ii) above shall be in United States Dollars. For the avoidance of doubt, to the extent any distributions are made pursuant to this Settlement in a currency other than United States Dollars, Released Defendant Parties shall not be responsible for any fluctuations to any exchange rate.

(iv) All funds held in the Account shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

(v) The Settlement Fund shall be administered by the Settlement Administrator and the Escrow Agents and shall be used (i) to pay all Administrative Costs, Notice Costs, Taxes, and any other fees, costs, and expenses approved by the Court; (ii) to pay any Fee and Expense Award; and (iii) following the payment of (i) and (ii) herein, for subsequent disbursement of the Net Settlement Fund to the Eligible Class Members as provided in Paragraph 3(b) herein. For the avoidance of doubt, the Parties agree and confirm that no amount of the Settlement Amount or Settlement Fund constitutes, represents or is substantially equivalent to, an increase of the Merger Consideration or any other consideration paid or proposed to be paid in connection with the Merger.

(vi) Upon approval of the Scheduling Order, the Settlement Administrator and Escrow Agents may incur reasonable Notice Costs to issue the Notice (as defined below) in an aggregate amount up to \$250,000.00 (United States Dollars).

(vii) Apart from causing the Settlement Amount to be deposited into the Account as set forth herein, Defendants and the Released Defendant Parties

shall have no further obligation whatsoever to Plaintiffs or the Class Members or Plaintiffs' Counsel under this Settlement. For the avoidance of doubt, neither Plaintiffs, the Class Members, nor Plaintiffs' Counsel shall seek any other relief, whether legal, equitable, or otherwise, as a condition of the Settlement, and the Released Defendant Parties shall have no other obligations, liabilities or responsibilities in connection with the Settlement, or Settlement Fund, except as specifically set forth herein.

(b) Distribution of the Settlement Fund:

(i) For purposes of providing notice of the Settlement to potential Class Members, no later than five (5) business days following the entry of the Scheduling Order, Defendants will:

a. Use reasonable efforts to provide or cause to be provided—at no cost to the Settlement Fund, Plaintiffs, Plaintiffs' Counsel, or the Settlement Administrator—to Plaintiffs' Counsel or the Settlement Administrator in electronic format, a stockholder register containing (to the extent available) the names, mailing addresses, and email addresses (as available) for all registered or record holders of Keypath CDIs as of the Closing, as maintained by Keypath's transfer agent, Computershare (the "Class Member Records"); and

b. Confirm—at no cost to the Settlement Fund, Plaintiffs, Plaintiffs' Counsel, or the Settlement Administrator—to Plaintiffs'

Counsel, in writing, that the Company had no common stockholders other than CHESS as of the Closing. If there were common stockholders other than CHESS as of the Closing, Defendants will also provide Class Member Records for all such stockholders.

(ii) For purposes of distributing the Net Settlement Fund to Eligible Class Members, within thirty (30) business days after execution of the Stipulation, Defendants will use reasonable efforts to provide or cause to be provided—at no cost to the Settlement Fund, Plaintiffs, Plaintiffs’ Counsel, or the Settlement Administrator—to Plaintiffs’ Counsel or the Settlement Administrator in an electronically-searchable form, such as Excel, the following information to the extent that such information is in Keypath’s possession, custody, or control, or available to Keypath through other reasonable efforts, including as maintained by Keypath’s transfer agent, Computershare (the “Transaction Records”):

a. For each of the registered or record holders of Keypath CDIs as of the Closing, the number of shares of Keypath CDIs held as of the Closing that were exchanged for A\$0.87 per share in cash upon the Closing; and

b. For each Excluded Person, as previously defined, the following information:

(1) An indication whether the Excluded Person was, as of the Closing, either (x) a registered holder of Keypath CDIs, or (y) a

beneficial holder of Keypath CDIs, whose CDIs were held via a financial institution on behalf of the Excluded Person (“Beneficial Holder”);

(2) The number of CDIs owned by the Excluded Person as of the Closing (“Excluded Shares”); and

(iii) In addition to the information to be provided under Paragraph 3(b)(ii) above, at the request of Plaintiffs’ Counsel, and at no cost to the Settlement Fund, Plaintiffs, Plaintiffs’ Counsel, or the Settlement Administrator, Defendants will use reasonable efforts to (i) provide or cause to be provided such additional information as may be required to distribute the Net Settlement Fund to Eligible Class Members and not to Excluded Persons, and (ii) request suppression letters from Excluded Persons and/or Excluded Persons’ brokers if requested to do so by CHES or a CHES Participant.

(iv) Defendants and any other Excluded Person shall not have any right to receive any part of the Settlement Fund for his, her, or its own account(s) (*i.e.*, accounts in which he, she or it holds a proprietary interest, but not including accounts managed on behalf of others, so long as such others are not an otherwise Excluded Person), in each case under any theory, including but not limited to contract, application of statutory or judicial law, or equity.

(v) The Net Settlement Fund shall be distributed to Eligible Class Members in accordance with the proposed Plan of Allocation set forth in the

Notice or such other plan of allocation as may be approved by the Court. The Plan of Allocation for the Net Settlement Fund will be developed solely by Plaintiffs or Plaintiffs' Counsel or their expert, subject to Court approval. The Plan of Allocation proposed in the Notice is not a necessary term of the Settlement or of this Stipulation and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. Plaintiffs and Plaintiffs' Counsel may not cancel, terminate, modify, or purport to modify the Settlement (or this Stipulation) based on this Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in this Action. The Released Defendant Parties shall not object in any way to the Plan of Allocation or any other plan of allocation in this Action and shall not have any responsibility for or involvement with the application of the Court-approved plan of allocation.

(vi) The Net Settlement Fund shall be distributed to Eligible Class Members only after the Effective Date of the Settlement and after: (a) all Notice Costs, Administrative Costs, Taxes, and any other fees, costs, and expenses as may be approved by the Court, and any Fee and Expense Award have been paid from the Settlement Fund or reserved; and (b) the Court has entered an order authorizing the specific distribution of the Net Settlement Fund (the "Class Distribution Order"). Plaintiffs' Counsel will apply to the Court, on notice to Defendants' Counsel, for the Class Distribution Order.

(vii) Payment pursuant to the Class Distribution Order shall be final and conclusive against all Eligible Class Members. Defendants, Keypath, their respective insurers, the Released Defendant Parties, and their respective counsel shall have no liability whatsoever for the investment or distribution of, including but not limited to any acts or omission as to, the Settlement Fund or the Net Settlement Fund, the determination, administration, or calculation of any payment from the Net Settlement Fund, any nonperformance of the Settlement Administrator or a nominee holding shares on behalf of an Eligible Class Member, the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith, whether or not by Plaintiffs, Plaintiffs' Counsel, the Settlement Administrator or any of their agents.

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

(c) Costs of Distribution: Plaintiffs' Counsel shall be responsible for paying out of the Account all Administrative Costs associated with the allocation and distribution of the Net Settlement Fund (including the costs, if any, associated with escheat).

(d) Investment and Disbursement of the Settlement Fund:

(i) The Settlement Fund deposited in accordance with Paragraph 3(a) above shall be invested in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, or if the yield on such instruments is negative, in an account fully insured by the United States Government or an agency thereof, and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. The Settlement Fund shall bear all risks related to investment of the Settlement Fund. The Settlement Fund shall not be disbursed except as provided in the Stipulation or by an order of the Court.

IV. SCOPE OF THE SETTLEMENT

4. Upon entry of the Judgment, and subject to the occurrence of the Effective Date, Defendants shall be dismissed with prejudice from the Action without the award of any damages, costs, or fees or the grant of further relief except for the payment of the Settlement Amount as provided in this Stipulation.

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

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

V. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR APPROVAL

7. As soon as practicable after execution of this Stipulation, Plaintiffs shall submit this Stipulation, together with its Exhibits, to the Court, including the Scheduling Order attached hereto as Exhibit A, providing for, among other things: (a) the dissemination by mail of the Long-Form Notice; (b) the publication of the Summary Notice; and (c) the scheduling of the Settlement Hearing to consider: (1) the proposed Settlement, (2) the request that the Judgment be entered in all material respects in the form attached hereto as Exhibit D, (3) Plaintiffs' Counsel's Fee and Expense Application, and (4) any objections to any of the foregoing. Plaintiffs shall take all reasonable and appropriate steps to seek and obtain entry of the Scheduling Order.

8. Plaintiffs shall request at the Settlement Hearing that the Court approve the Settlement and enter the Judgment.

9. The Parties and their respective attorneys agree to use their individual

and collective best efforts to (i) obtain Court approval of the Settlement as soon as practicable and to effect, take, or cause to be taken all actions, and to do, or cause to be done, all things reasonably necessary, proper, or advisable under applicable laws, regulations, and agreements to consummate and make effective, as promptly as practicable, the Settlement provided for in this Stipulation and the dismissal of the Action with prejudice; (ii) cooperate fully with one another in seeking the Court's approval of the Settlement and this Stipulation; and (iii) consummate the Settlement.

10. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiffs' Counsel may, without further approval from Defendants or their insurers or further order of the Court, pay all reasonable Administrative Costs and Notice Costs to issue the Notice in an aggregate amount up to \$250,000.00 (United States Dollars). Plaintiffs' Counsel and/or the Settlement Administrator for purposes of providing notice of the Settlement to the Class shall file with the Court an appropriate declaration or affidavit with respect to the preparation and dissemination of the Notice. Notice shall be provided in accordance with the Scheduling Order. Plaintiffs shall retain a Settlement Administrator to disseminate Notice and for the disbursement of the Net Settlement Fund to Eligible Class Members. Defendants and Keypath shall reasonably cooperate with Plaintiffs in providing Notice, including, but not limited to, providing the Class Member Records and the Transaction Records in accordance with Paragraph 3(b) above. For the

avoidance of doubt, in the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice Costs and Administrative Costs already paid or incurred, including any related fees, shall not be returned or repaid to Defendants, Keypath, or their insurance carriers, or any other person or entity who or which paid any portion of the Settlement Fund.

VI. CONDITIONS OF SETTLEMENT

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

(a) the Court has entered the Judgment in all material respects in the form attached hereto as Exhibit D; and

(b) the Judgment has become Final.

12. In the event the Effective Date fails to occur, the full value of the Settlement Amount (except for any Notice Costs and Administrative Costs already paid or incurred), including any interest accrued, shall be returned to the paying party amongst Defendants and their respective insurers within ten (10) business days after Plaintiffs' Counsel receives written notice that the Settlement failed to become and cannot become effective pursuant to the terms of this Stipulation.

VII. ATTORNEYS' FEES AND EXPENSES

13. Plaintiffs' Counsel intend to apply for an award of attorneys' fees (and

any interest earned thereupon) and any and all expenses incurred in connection with the Action in an amount not to exceed 22% of the Settlement Fund, to be paid solely from the Settlement Fund (the “Fee and Expense Application”). Plaintiffs’ Counsel’s Fee and Expense Application is not the subject of any agreement between the Parties other than what is set forth in this Stipulation. The Fee and Expense Application shall be the only petition for attorneys’ fees and expenses filed by or on behalf of Plaintiffs and Plaintiffs’ Counsel. The Released Defendant Parties shall have no responsibility for or liability whatsoever with respect to the allocation or award of any Fee and Expense Award to Plaintiffs’ Counsel. The Fee and Expense Award shall be payable solely from the Settlement Fund.

14. An amount equal to the Fee and Expense Award shall be payable to Plaintiffs’ Counsel from the Settlement Fund immediately upon award by the Court and payment of the balance of the Settlement Amount into the Account pursuant to Section III.3(a)(ii) above, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to Plaintiffs’ Counsel’s and any named Plaintiff’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, in the event that (i) this Stipulation is disapproved, canceled, or terminated pursuant to its terms or the Effective Date otherwise fails to occur for any reason, or (ii) the Fee and

Expense Award is disapproved, reduced, reversed or otherwise modified by Final Court order. Plaintiffs' Counsel and any named Plaintiff shall make the appropriate refund or repayment in full, including, for the avoidance of doubt, any Plaintiff service awards, no later than ten (10) business days after: (a) receiving from Defendants a written notice of termination of the Settlement pursuant to the terms of this Stipulation; or (b) any order disapproving, reducing, reversing, or otherwise modifying the Fee and Expense Award has become Final.

VIII. STAY PENDING FINALITY OF THE SETTLEMENT

15. The Releasing Plaintiff Parties agree not to initiate any other proceedings against any Released Defendant Party other than those incident to the Settlement itself pending the occurrence of the Effective Date. The Releasing Plaintiff Parties also agree to use their reasonable efforts to cooperate with any effort by Defendants to seek the stay and dismissal of, and to oppose entry of, any interim or final relief in favor of any Class Member in any other proceedings which challenge the Settlement or the Merger or otherwise assert or involve the commencement or prosecution of any Released Plaintiffs' Claim, either directly, representatively, derivatively, or in any other capacity, against any Released Defendant Party.

16. The Parties will request the Court to order (in the Scheduling Order attached hereto as Exhibit A) that, pending final determination of whether the

Settlement should be approved, the Releasing Plaintiff Parties are barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any Released Plaintiffs' Claim, either directly, representatively, derivatively, or in any other capacity, against any Released Defendant Party.

IX. TAXES

17. The Parties agree that the Settlement Fund, together with all interest earned on the Settlement Fund, is intended to be a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1. The Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Section IX, including, if necessary, the "relation-back election" (as defined in Treas. Reg. § 1.468B-1(j)(2)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such Treasury regulations promulgated under § 1.468B of the Internal Revenue Code of 1986, as amended. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. Defendants or Keypath shall provide, or shall cause to be provided, the statement described in Treas. Reg. § 1.468B-3(e) to Plaintiffs' Counsel within the time period required thereunder.

18. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns (as well as the election described in Paragraph 17 above) shall be consistent with this Section IX and in all events shall reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in Paragraph 19 below.

19. All taxes shall be paid out of the Settlement Fund and shall be timely paid without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth herein) shall be consistent with this Section IX 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. Any costs for the preparation of applicable tax returns shall be paid from the Settlement Fund. Defendants and the Released Defendant Parties shall not bear any tax liability in connection with the Settlement Fund, including any liability for income taxes owed by any Class Member by virtue of their receipt of payment from the Settlement Fund.

20. Keypath, Defendants, and their counsel agree to reasonably cooperate with Plaintiffs' Counsel, as administrators of the Settlement Fund, and their tax attorneys and accountants to the extent reasonably necessary to carry out the

provisions of this Section IX.

X. TERMINATION OF THE SETTLEMENT; EFFECT OF TERMINATION; EFFECT OF PARTIAL APPROVAL OF SETTLEMENT

21. Subject to Paragraphs 22 and 23 below, if either (i) the Court finally refuses to enter the Judgment in any material respect or alters the Judgment in any material respect prior to entry, or (ii) the Court enters the Judgment but on or following appellate review, the Judgment is modified or reversed in any material respect, the Settlement and this Stipulation shall be canceled and terminated unless each of the Parties to this Stipulation, within ten (10) business days from receipt of such ruling, agrees in writing with the other Parties hereto to proceed with this Stipulation and Settlement, including only with such modifications, if any, as to which all other Parties in their sole judgment and discretion may agree. In addition to the foregoing, Plaintiffs shall have the right to cancel and terminate the Settlement and this Stipulation in the event that the Initial Deposit Amount and/or the balance of the Settlement Amount is not paid within thirty (30) calendar days of any failure of Defendants to make the payment of the Settlement Amount in accordance with Paragraph 3(a) above. For purposes of this Paragraph, an intent to proceed shall not be valid unless it is expressed in a signed writing. Neither a modification nor a reversal on appeal of the amount of attorneys' fees, costs and expenses awarded by the Court to Plaintiffs' Counsel shall be deemed a material modification of the

Judgment or this Stipulation. For the avoidance of doubt, any modification of the definition of “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.

22. The Parties agree and acknowledge that if any provision of this Stipulation is determined by a final judgment of a court of competent jurisdiction to be illegal or unenforceable, such assertion or determination shall not affect the balance of this Stipulation, which shall remain in full force and effect as such invalid provision shall be deemed severable; provided, however, that severability provided by this Paragraph 22 shall not apply to the conditions contained in Paragraph 11. Further, subject to Paragraph 21, the Parties agree that if any material provision in this Stipulation is determined by a court of competent jurisdiction to be illegal or unenforceable, within five (5) business days of such determination by such court, the Parties will make a good faith effort to confer concerning any necessary and appropriate modifications to the Stipulation. The Parties agree to endeavor to obtain approval of the Settlement under Rule 23 of the Rules of the Court of Chancery of the State of Delaware, including any revisions to the Stipulation made pursuant to this Paragraph.

23. If this Stipulation is disapproved, canceled, or terminated pursuant to its terms or the Effective Date of the Settlement otherwise fails to occur, (i) the Settlement and this Stipulation (other than Paragraphs 12, 23, 24, 27, 40, 45, 47, and

48) shall be canceled and terminated; (ii) the Parties shall be deemed to have reverted to their respective positions in the Action immediately before June 9, 2025, they shall negotiate a case schedule in good faith as necessary to prevent prejudice to any Party, and they shall proceed as if the Stipulation had not been executed and the related orders had not been entered; (iii) all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice in any way; (iv) the payment received by Plaintiffs and any Class Member pursuant to this Settlement or Stipulation (collectively, “Distributed Settlement Amount”), including any interest accrued, shall be returned to the paying party amongst Defendants and their respective insurers for any portion of the Settlement Amount pursuant to Paragraph 12, less any reasonable Notice Costs and Administrative Costs paid or due, and (v) the statements made in connection with the negotiations of this Stipulation shall not be deemed to prejudice in any way the positions of any of the Parties with respect to the Action, or to constitute an admission of fact of wrongdoing by any Party, shall not be used or entitle any Party to recover any fees, costs, or expenses incurred in connection with the Action except to the extent necessary to justify additional expenditures for any potential future fee application in the event of the failure of the Settlement, and neither the existence of this Stipulation nor its contents nor any statements made in connection with its negotiation or any settlement communications shall be admissible in evidence or shall be referred to for any

purpose in the Action, or in any other litigation or judicial proceeding, except to the extent that reference to the existence of the Stipulation is necessary in the event of the failure of the Settlement to justify a request for a modified scheduling order and trial date in the Action.

XI. NO ADMISSION OF LIABILITY

24. It is expressly understood and agreed that neither the Settlement nor any act or omission in connection therewith is intended or shall be deemed or argued to be evidence of or to constitute an admission or concession by any Released Defendant Party as to (i) the truth of any fact alleged by Plaintiffs; (ii) the validity of any claims or other issues raised, or which might be or might have been raised, in the Action or in any other litigation; (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any litigation; or (iv) any wrongdoing, breach, fault, or liability of any kind by any of them, which each of them expressly denies.

25. Any Released Party may file this Stipulation and/or the Judgment in any action or proceeding, whether in this Court or otherwise, 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.

XII. MISCELLANEOUS PROVISIONS

26. This Stipulation and the Exhibits attached hereto constitute the entire agreement among the Parties with respect to the subject matter hereof. All of the Exhibits attached hereto are incorporated by reference as though fully set forth herein verbatim, and the terms of all Exhibits are expressly made part of this Stipulation. Notwithstanding the foregoing, if there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any Exhibit attached hereto, the terms of the Stipulation shall prevail. Each Party acknowledges that no other agreements, representations, warranties, covenants, or inducements have been made, and it is not relying upon any other agreements, representations, warranties, covenants or inducements (or the accuracy or completeness thereof), by any Party concerning this Stipulation or its Exhibits other than those contained and memorialized in such documents.

27. In the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the Settlement Fund or any portion thereof by or on behalf of Defendants or their insurers to be a preference, voidable transfer, fraudulent transfer, or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited into the Settlement Fund by others, then, at the election of Plaintiffs, the Parties shall jointly move the Court to vacate and set aside the Releases given and the Judgment entered in favor of

Defendants and the other Released Defendant Parties pursuant to this Stipulation, in which event the Releases and Judgment shall be null and void, and the Parties shall be restored to their respective positions in the Action as provided above and any cash amounts in the Settlement Fund (less any Taxes paid, due or owing with respect to the Settlement Fund and less any Notice Costs and Administrative Costs actually incurred, paid or payable) shall be returned as provided in Paragraph 12.

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

29. While maintaining their positions that the claims and defenses asserted in the Action were meritorious or without merit, as the case may be, Plaintiffs and

Plaintiffs' Counsel on the one hand and Defendants, Keypath, and their counsel, on the other hand, shall not make any public statements or statements to the media (whether or not for attribution) that disparage the other's business, conduct, or reputation, or that of their counsel, connected to the Action, including any statement asserting that the Action was commenced or prosecuted in bad faith or any statements accusing any Party of wrongful or actionable conduct concerning the prosecution, defense, and resolution of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged. Defendants and Defendants' Counsel reserve their right to state in any public statement that Defendants deny wrongdoing as well as liability. Additionally, each of the Parties reserves their right to rebut, in a manner that such party determines to be reasonable and appropriate, any contention made in any public forum that the Action was brought or defended in bad faith or without a reasonable basis. Notwithstanding the foregoing, nothing in this paragraph 29 shall restrict in any way any Party's ability to make statements in any written submission to the Court or at oral argument seeking approval of the Settlement, or restrict Plaintiffs' Counsel's private communications with any Class Members.

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

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

32. If any deadline set forth in this Stipulation or the exhibits thereto falls on a Saturday, Sunday, or legal holiday, that deadline will be automatically extended to the next business day.

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

34. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain exclusive jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and expenses to Plaintiffs' Counsel and enforcing the terms of this Stipulation, including the distribution of the Net Settlement Fund to Class Members.

35. The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

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

of them may merge, reorganize, or otherwise consolidate. The Parties acknowledge and agree, for the avoidance of doubt, that the Released Defendant Parties and the Released Plaintiff Parties are intended beneficiaries of this Stipulation and are entitled to enforce the Releases contemplated by the Settlement.

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

38. The construction, interpretation, operation, effect, and validity of this Stipulation and all documents necessary to effectuate it shall be governed by the internal laws of the State of Delaware without regard to conflicts of laws.

39. Notwithstanding the entry of the Judgment, the Court shall retain jurisdiction with respect to the implementation, enforcement, and interpretation of the terms of the Stipulation, and all Parties submit to the jurisdiction of the Court for all matters relating to the administration, enforcement, and consummation of the Settlement and the implementation, enforcement, and interpretation of the Stipulation, including, without limitation, any matters relating to awards of attorneys' fees and expenses. Each Party (i) consents to personal jurisdiction in any such action (but no other action) brought in the Court; (ii) consents to service of process by registered mail upon such Party or such Party's agent; and (iii) waives any objection to venue in the Court and any claim that Delaware or the Court is an

inconvenient forum.

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

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

42. Counsel to the Parties agree to cooperate fully with one another to obtain (and, if necessary, defend on appeal) all necessary approvals of the Court required of this Stipulation (including, but not limited to, using their best efforts to resolve any objections raised to the Settlement), and to use best efforts to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

43. Plaintiffs and Plaintiffs' Counsel represent and warrant that Plaintiffs are each a Class Member and that none of Plaintiffs' claims or causes of action referred to in this Stipulation have been assigned, encumbered or otherwise

transferred in any manner in whole or in part.

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

If to Plaintiffs of Plaintiffs' Counsel:

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If to Defendants or Defendants' Counsel:

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

costs.

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

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

48. No opinion or advice concerning the tax consequences of the proposed Settlement to individual 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 Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of September 24, 2025.

[Signatures Beginning on Next Page]

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/s/ Thomas Curry

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