

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

MILANA NEMETH and ADAM SAAB, individually on behalf of themselves and all others similarly situated,)	
)	
)	
Plaintiffs,)	
)	
v.)	C.A. No. 2024-1268-PAF
)	
ELI D. CASDIN, KEITH A. MEISTER, CHRISTIAN HENRY, KWAME OWUSU-KESSE, CHAD ROBINS, HARLAN ROBINS, AMY ABERNETHY, BRIAN EMES, SHAUN RODRIGUEZ, CMLS HOLDINGS III LLC, CORVEX MANAGEMENT LP, CASDIN CAPITAL, LLC, REVOLUTION MEDICINES, INC., and ALEXIS BORISY,)	
)	
Defendants.)	

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

The Court of Chancery of the State of Delaware authorized this Notice.

This is not a solicitation from a lawyer.

TO: ALL RECORD AND BENEFICIAL HOLDERS OF CM LIFE SCIENCES III, INC. (“CMLS III”) CLASS A COMMON STOCK WHO HELD SUCH STOCK IMMEDIATELY FOLLOWING THE REDEMPTION DEADLINE OF 5:00 PM ET ON DECEMBER 14, 2021, INCLUDING THEIR SUCCESSORS IN INTEREST WHO OBTAINED SHARES BY OPERATION OF LAW

NOTICE OF PENDENCY OF CLASS ACTION:¹ Please be advised that your rights as a former CMLS III Class A stockholder 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”) with respect to any shares of CMLS III Class A Common Stock (“Class A Common Stock”) you held as of 5:00 PM ET on December 14, 2021 (the “Class Period”).

NOTICE OF SETTLEMENT: Please also be advised that: (i) plaintiffs Milana Nemeth and Adam Saab (the “Plaintiffs”), on behalf of themselves and the Class (as defined below), and (ii) defendants Eli D. Casdin, Keith A. Meister, Christian Henry, Kwame Owusu-Kesse, Chad Robins, Harlan Robins, Amy Abernethy, Brian Emes, Shaun Rodriguez, CMLS Holdings III LLC (the “CMLS III Defendants”), Casdin Capital, LLC, Corvex Management LP, Revolution Medicines, Inc., and Alexis Borisy (collectively, with the CMLS III Defendants, the “Defendants”, and, together with the Plaintiffs, the “Parties” and each a “Party”) have reached a proposed settlement of the Action (the “Settlement”) for \$7,250,000 (United States Dollars) in cash (the “Settlement Amount”). The proposed Settlement, if approved by the Court, will resolve all claims in the Action.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. This Notice explains how members of the Class (as defined herein) (“Class Members,” and each a “Class Member”) 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.

¹ Any capitalized terms not otherwise defined in this Notice shall have the meanings given to them in the Stipulation and Agreement of Compromise, Settlement, and Release entered into by the Parties on January 5, 2026 (the “Stipulation”). A copy of the Stipulation is available at www.cmlsiiistockholderssettlement.com.

CLASS MEMBERS' LEGAL RIGHTS IN THE SETTLEMENT:	
TO RECEIVE A PAYMENT FROM THE SETTLEMENT, CLASS MEMBERS <u>MUST</u> SUBMIT A PROOF OF CLAIM AND RELEASE NO LATER THAN MAY 25, 2026.	If you are a member of the Class, you <u>may</u> be eligible to receive a distribution from the Settlement proceeds. Eligible Class Members <u>must</u> submit a Proof of Claim and Release in order to receive a distribution from the Settlement, if approved by the Court. If you are eligible for a distribution from the Settlement, it will be paid to you directly. <i>See</i> § 6 below for further discussion.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS <u>RECEIVED</u> NO LATER THAN APRIL 7, 2026.	If you are a member of the Class and would like to object to the proposed Settlement, the proposed Plan of Allocation, and/or Plaintiffs' Counsel's Fee Application, including Plaintiffs' application for a service award, you may write to the Court and explain the reasons for your objection.
ATTEND A HEARING ON APRIL 21, 2026, AT 1:30 P.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS <u>RECEIVED</u> NO LATER THAN APRIL 7, 2026.	Filing a written objection and notice of intention to appear that is received by April 7, 2026 allows you to speak in Court, at the discretion of the Court, about your objection. In the Court's discretion, the April 21, 2026 hearing may be conducted by telephone or videoconference (<i>see</i> § 9 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 4
What Is This Case About?	Page 5
How Do I Know If I Am Affected By The Settlement?	Page 8
What Are The Terms Of The Settlement?	Page 9
What Are The Parties' Reasons For The Settlement?	Page 9
Will I Receive A Payment From The Settlement? How Much Will My Payment From The Settlement, If Any, Be? How Would I Receive My Payment?	Page 10
What Will Happen If The Settlement Is Approved? What Claims Will The Settlement Release?	Page 15
How Will Plaintiffs' Counsel Be Paid?	Page 19
When And Where Will The Settlement Hearing Be Held? Do I Have To Attend The Hearing? May I Speak At The Hearing If I Don't Like The Settlement?	Page 19
Can I See The Court File? Who Should I Contact If I Have Questions?	Page 23
What If I Held Shares On Someone Else's Behalf?	Page 24

1. WHAT IS THE PURPOSE OF THIS NOTICE?

The purpose of this Notice is to notify Class Members of the existence of the Action and the terms of the proposed Settlement of the Action. 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 Plaintiffs' Counsel's Fee Application, including Plaintiffs' application for a service award (the "Settlement Hearing"). See § 9 below for details about the Settlement Hearing, including the date and time of the hearing.

The Court directed that this Notice be mailed to you because you may be a Class Member. 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 affect 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.

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 eligible 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.

2. 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.

1. Summary of Claims, Issues, Defenses, and Relief Sought in the Action

This Action arises out of the business combination between CMLS III and EQRx, Inc ("Legacy EQRx") (the "Merger"). Plaintiffs allege that Defendants caused CMLS III to make materially false and misleading public statements about the proposed business combination and that Defendants' alleged breaches of fiduciary duty, or aiding and abetting of breaches of fiduciary duty, and unjust enrichment harmed the Class by, among other things, dissuading CMLS III's stockholders from redeeming their stock. In this Action, Plaintiffs sought an award

for alleged damages to themselves and the Class or an equitable reopening of the redemption window to allow Plaintiffs and Class Members to redeem their shares at the redemption price.

Defendants deny any and all allegations of wrongdoing, fault, liability, or damages, including, but not limited to, any allegations that Defendants have committed or aided and abetted the commissions of any violations of law or breach of any duty owed to CMLS III stockholders, that the Merger was not entirely fair to, or in the best interests of, CMLS III 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 Defendants were unjustly enriched in connection with the Merger. Defendants maintain that their conduct was at all times proper and in compliance with applicable law. Defendants also deny that CMLS III's stockholders were harmed by any conduct of Defendants that was alleged, or that could have been alleged, in the Action. Each of the Defendants asserts that, at all relevant times, such Defendant acted in good faith. Each of the CMLS III Defendants asserts that, at all relevant times, such Defendant acted in a manner believed to be in the best interests of CMLS III and all of its stockholders.

2. Factual Background

On January 25, 2021, CMLS III, a special purpose acquisition company, was incorporated in Delaware for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization, or similar business combination with one or more businesses.

On April 9, 2021, CMLS III consummated its initial public offering (the "IPO") of 55.2 million units (the "Public Units") at a price of \$10.00 per Public Unit, generating gross proceeds of \$552 million. Each Public Unit consisted of one share of CMLS III Class A Common Stock, and one fifth of one public warrant.

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

On August 5, 2021, CMLS III entered into a business combination agreement with Legacy EQRx, Inc, pursuant to which CMLS III would merge with Legacy EQRx.

On December 1, 2021, CMLS III filed with the U.S. Securities and Exchange Commission (the “SEC”) a Definitive Proxy Statement concerning the Merger (such proxy statement together with any preliminary proxy filings, as well as any amendments or supplements thereto, the “Proxy”), which was disseminated to CMLS III stockholders. The Proxy informed stockholders of a special meeting to be held on December 16, 2021 (the “Special Meeting”), at which, among other things, 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 5:00 PM Eastern Time (ET) on December 14, 2021 (the “Redemption Deadline”).

Prior to the Special Meeting, the holders of 39,587,066 shares of CMLS III Class A Common Stock (the “Redeeming Stockholders”) exercised their right to redeem those shares and received their pro rata share of the trust proceeds.

On December 16, 2021, CMLS III stockholders voted to approve the Merger at the Special Meeting.

On December 17, 2021, the Merger closed (the “Closing”). Following the Closing, CMLS III was renamed EQRx, Inc. (“New EQRx”).

On August 1, 2023, New EQRx announced that it would be acquired by Revolution Medicines, Inc. in a stock-for-stock merger (the “Revolution Merger”).

On October 13, 2023, Plaintiff Adam Saab, and on October 30, 2023, Plaintiff Milana Nemeth, sent New EQRx demands to inspect certain of its books and records pursuant to 8 *Del. C.* § 220 concerning the Merger (the “Section 220 Demands”).

On November 8, 2023, Plaintiff Milana Nemeth filed a Verified Complaint to Compel Inspection of Books and Records under 8 *Del. C.* § 220 (the “Section 220 Complaint”).

On November 9, 2023, the Revolution Merger closed.

Between January and December 2024, New EQRx made four document productions to Plaintiffs in response to the Section 220 Demands and the Section 220 Complaint, consisting of approximately 70 documents and 2,200 pages.

On December 9, 2024, Plaintiffs commenced an action against Defendants on behalf of themselves and all other similarly situated former CMLS III stockholders by filing a Verified Class Action Complaint in the Court of Chancery for the State

of Delaware (the “Court”) bearing the caption *Nemeth v. Casdin*, C.A. No. 2024-1268-PAF (the “Action”), asserting claims for breach of fiduciary duty resulting from the CMLS III Defendants’ alleged impairment of CMLS III stockholders’ redemption rights in connection with the Merger, claims for aiding and abetting the CMLS III Defendants’ breaches of fiduciary duty by the remaining Defendants, and a claim for unjust enrichment against the CMLS III Defendants (the “Complaint”).

On February 28, 2025, Defendants filed motions and opening briefs seeking to dismiss the Complaint (the “Motions to Dismiss”).

On April 14, 2025, Plaintiffs filed their Answering Brief in Opposition to the Motions to Dismiss.

On May 22, 2025, Defendants filed their Reply Briefs in Support of the Motions to Dismiss.

On September 8, 2025, the Parties initiated arms-length settlement negotiations, and reached an agreement in principle to settle the Action on October 31, 2025.

On January 6, 2026, following extensive negotiations regarding the specific terms and conditions of their agreement, the Parties entered into the Stipulation. The Stipulation (together with the Exhibits thereto), which reflects the final and binding agreement between the Parties and the terms and conditions of the Settlement, can be viewed at www.cmlsiiiStockholderSettlement.com.

On January 23, 2026, the Court entered a Scheduling Order directing that 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 to the Settlement.

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

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

All record and beneficial holders of CM Life Sciences III, Inc. (“CMLS III”) Class A Common Stock who held such stock immediately following the Redemption Deadline of 5:00 PM ET on December 14,

2021, including their successors in interest who obtained shares by operation of law, but excluding, to the extent such Persons or entities held shares of CMLS III Class A Common Stock during the Class Period: (i) Defendants and members of the Individual Defendants' immediate families; (ii) any Person, firm, trust, corporation, or any entity in which any of the foregoing individuals or entities has a controlling interest; (iii) the legal representatives, heirs, successors, or assignees of any such Excluded Persons; and (iv) any trusts, estates, entities, or accounts that held shares of CMLS III Class A Common Stock for the benefit of any Excluded Persons.

Please Note: The Class is a non “opt-out” 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.

4. WHAT ARE THE TERMS OF THE SETTLEMENT?

In consideration of the settlement of the Released Plaintiffs' Claims (defined herein) against Released Defendant Parties (defined herein), Defendants will deposit or cause to be deposited the \$7,250,000 Settlement Amount into an interest-bearing escrow account for the benefit of the Class.

5. WHAT ARE THE PARTIES' REASONS FOR THE SETTLEMENT?

Plaintiffs continue to believe that the claims asserted in the Action have merit, but also believe that the Settlement set forth in the Stipulation 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; (vi) the delay attendant to obtaining discovery from individuals and entities located outside the United States; and (vii) the conclusion of Plaintiffs and Plaintiffs' Counsel that the terms and conditions of the Settlement and the Stipulation are fair, reasonable, adequate, and in the best interests of the Class to settle the claims asserted in the Action on the terms set forth in the Stipulation.

Defendants continue to believe that the claims asserted in the Action are without merit and deny any and all allegations of wrongdoing, fault, liability, or damages with respect to Released Plaintiffs' Claims, including, but not limited to, any allegations that Defendants have committed any violations of law or breach of any duty owed to CMLS III stockholders, that the Merger was not entirely fair to, or in the best interests of, CMLS III 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 Defendants were unjustly enriched in the Merger. Defendants maintain that their conduct was at all times proper and in compliance with applicable law. Defendants also deny that CMLS III's stockholders were harmed by any conduct of Defendants that was alleged, or that could have been alleged, in the Action. Each of the Defendants asserts that, at all relevant times, such Defendant acted in good faith. Each of the CMLS III Defendants asserts that, at all relevant times, such Defendant acted in a manner believed to be in the best interests of CMLS III and all of its stockholders.

Nevertheless, Defendants have determined to enter into the Settlement on the terms and conditions set forth in the Stipulation solely to resolve the Released Plaintiffs' Claims, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages.

<p>6. WILL I RECEIVE A PAYMENT FROM THE SETTLEMENT? HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENT, IF ANY, BE? HOW WOULD I RECEIVE MY PAYMENT?</p>
--

As stated above, the \$7,250,000 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 and all interest earned thereon (the "Settlement Fund") less: (i) any Fee and Expense Award, and interest earned thereon; (ii) Notice and Administration Costs; (iii) Taxes and Tax Expenses; and (iv) other Court-approved deductions will be distributed in accordance with the proposed Plan of Allocation stated below or such other plan of allocation as the Court may approve.

The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and the Effective Date of the Settlement has occurred. 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.

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.cmlsiiiistockholderssettlement.com.

PROPOSED PLAN OF ALLOCATION

UNDERSTANDING YOUR PAYMENT – NET SETTLEMENT FUND

If the Settlement is approved by the Court, the Net Settlement Fund will be distributed only to Class Members who timely submit a valid Proof of Claim and Release to the Settlement Administrator in accordance with this proposed Plan of Allocation (“Plan of Allocation” or “Plan”) or such other plan of allocation as the Court may approve. Class Members who do not timely submit a valid Proof of Claim and Release will not share in the Net Settlement Fund but will otherwise 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.cmlsiiiistockholderssettlement.com.

The objective of the Plan of Allocation is to distribute the Net Settlement Fund equitably among Class Members. 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 Authorized Claimants under the Settlement. The computations under the Plan of Allocation are only a method to weigh, in a fair and equitable manner, the claims of Authorized Claimants 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 cannot and should not be binding on Plaintiffs or any Class Member for any other purpose.

3. Calculation of Distribution Amounts

A “Recognized Claim” will be calculated for each share of CMLS III Class A Common Stock held by an Authorized Claimant as of December 14, 2021, that was not redeemed in connection with the Merger that is listed on the Proof of Claim and

Release and for which adequate documentation is provided to the Settlement Administrator, as follows:

- A. the Recognized Claim for each share of CMLS III Class A Common Stock held as of December 14, 2021, that could have been but was not redeemed and that was (i) sold prior to the Closing on December 17, 2021, or (ii) cancelled and converted to a share of New EQRx common stock and sold before the close of the market on November 9, 2023, at a price below \$10.00 shall be the Redemption Price of \$10.00 minus the sale price, plus Base Amount (as defined below).
- B. the Recognized Claim for each share of CMLS III Class A Common Stock held as of December 14, 2021, that could have been but was not redeemed and that was (i) sold prior to the Closing on December 17, 2021, or (ii) cancelled and converted to a share of New EQRx common stock and sold before the close of the market on November 9, 2023, at a price of \$10.00 or greater shall be zero, plus Base Amount (as defined below).
- C. the Recognized Claim for each share of CMLS III Class A Common Stock held as of December 14, 2021, that could have been but was not redeemed and that was cancelled and converted to a share of New EQRx common stock and held as of the close of the market on November 9, 2023, shall be \$7.66, calculated as the Redemption Price of \$10.00 minus \$2.34 (the closing stock price of New EQRx on November 9, 2023, rounded to the nearest cent), plus Base Amount (as defined below).
- D. Base Amount for each share of CMLS III Class A Common Stock held as of December 14, 2021 that could have been but was not redeemed shall be \$0.10 per share.

For the avoidance of doubt, there will be no Recognized Claim for any share of CMLS III Class A Common Stock redeemed in connection with the Merger. To the extent that the calculation of an Authorized Claimant's Recognized Claim results in a negative number, that number shall be set to zero.

The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims. Specifically, a "Distribution Amount" will be calculated for each Authorized Claimant, which will

be the sum of the Authorized Claimant's Recognized Claims divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. If any Authorized Claimant'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 Authorized Claimant; however, they will nevertheless be bound by the Settlement and the Order and Final Judgment of the Court dismissing this Action.

If the sum total of Recognized Claims of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Authorized Claimant shall receive their *pro rata* share of the Net Settlement Fund. If the Net Settlement Fund exceeds the sum total amount of the Recognized Claims of all Authorized Claimants 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 Authorized Claimants entitled to receive payment. Defendants shall not have a reversionary interest in the Net Settlement Fund.

4. Additional Provisions

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.

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

Purchases and sales of CMLS III Class A Common Stock or New EQRx common stock 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 CMLS III Class A Common Stock or New EQRx common stock shall not be deemed a purchase or sale of these shares of CMLS III Class A Common Stock or New EQRx common stock for the calculation of an Authorized Claimant's Recognized Claim, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase of such shares of such CMLS III Class A Common Stock or New EQRx common stock unless (i) the donor or decedent purchased such shares of CMLS III Class A Common Stock or New EQRx common stock; (ii) no Proof of Claim and Release was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such shares of CMLS III Class A Common Stock or New EQRx common stock; and (iii) it is specifically so provided in the instrument of gift or assignment.

The date of covering a “short sale” is deemed to be the date of purchase of CMLS III Class A Common Stock or New EQRx common stock. The date of a “short sale” is deemed to be the date of sale of CMLS III Class A Common Stock or New EQRx common stock. Under the Plan of Allocation, however, the Recognized Claim on “short sales” is zero and the Recognized Claim on any portion of a purchase that matches against (or “covers”) a “short sale” is zero. The Recognized Claim on a “short sale” that is not covered by a purchase is also zero.

CMLS III Class A Common Stock (including those shares converted to New EQRx common stock) is 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 shares of CMLS III Class A Common Stock or New EQRx common stock purchased or sold through the exercise of an option, the purchase/sale date of the CMLS III Class A Common Stock or New EQRx common stock is the exercise date of the option and the purchase/sale price of the CMLS III Class A Common Stock or New EQRx common stock is the exercise price of the option.

Distributions will be made to Authorized Claimants after all Proofs of Claim and Release have been processed and after the Court has finally approved the Settlement. After the initial distribution of the Net Settlement Fund, the Settlement Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the fund after a reasonable amount of time following the date of the initial distribution, if Plaintiffs’ Counsel, in consultation with the Settlement Administrator, determine that it is cost-effective to do so, the Settlement Administrator will conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks may occur thereafter if Plaintiffs’ Counsel, in consultation with the Settlement Administrator, determine that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance shall be donated to the Delaware Combined Campaign for Justice.

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 Authorized

Claimants. No person shall have any claim against Plaintiffs, Plaintiffs' Counsel, Plaintiffs' damages 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 or nonperformance of the Settlement Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.

Class Members who do not submit an acceptable Proof of Claim and Release will not share in the distribution of the Net Settlement Fund; however, they will nevertheless be bound by the Settlement and the Order and Final Judgment of the Court dismissing this Action.

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

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

<p>7. WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED? WHAT CLAIMS WILL THE SETTLEMENT RELEASE?</p>

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

Upon the Effective Date, Plaintiffs, each and every Class Member, on behalf of themselves and any other person or entity who could assert any of Released Plaintiffs' Claims on their behalf, and the other Released Plaintiff Parties, to the fullest extent permitted by law, shall and shall be deemed to have fully, finally, and forever released, relinquished, settled, and discharged Released Defendant Parties from and with respect to every one of Released Plaintiffs' Claims on the terms and conditions set forth in the Stipulation, and shall thereupon be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting,

continuing, maintaining, participating in, or prosecuting any and all Released Plaintiffs' Claims against any of Released Defendant Parties; and

Upon the Effective Date, Defendants, on behalf of themselves and any other person or entity who could assert any of Released Defendants' Claims on their behalf, and the other Released Defendant Parties, shall or shall 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 on the terms and conditions set forth in the Stipulation, and shall thereupon be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, continuing, maintaining, participating in, or prosecuting any of Released Defendants' Claims against any of the Released Plaintiff Parties.

The following capitalized terms used in this section 7 shall have the meanings specified below:

"Released Defendant Parties" means Defendants, and any and all of their respective current and former directors (including, without limitation, the Individual Defendants), officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, managers, partners, limited partners, general partners, controlling stockholders, representatives, attorneys, advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, estates, administrators, predecessors, successors, assigns, insurers, and reinsurers; the spouses, members of the immediate families, representatives, and heirs of the Individual Defendants, as well as any trust of which any Individual Defendant is the settlor or which is for the benefit of any of their immediate family members; and any firm, trust, corporation, or entity in which any Defendant has a controlling interest.

"Released Defendants' Claims" means, as against the Released Plaintiff Parties, any and all claims, complaints, causes of action, or sanctions, including Unknown Claims, that have been or could have been asserted by the Defendants in the Action, or in any court, tribunal, forum or proceeding, which arise out of or relate in any way to the institution, prosecution, settlement, or dismissal of the Action; provided, however, that the Released Defendants' Claims shall not include (i) any claims to enforce the Stipulation, or (ii) any claims to enforce the Judgment entered by the Court.

“Released Plaintiff Parties” means Plaintiffs, all other Class Members, Plaintiffs’ Counsel, and each of their respective past or present trustees, officers, directors, partners, employees, affiliates, contractors, principals, agents, attorneys, predecessors, successors, assigns, heirs, executors, insurers, parents, subsidiaries, general or limited partners or partnerships, and limited liability companies; and the spouses, members of the immediate families, representatives, and heirs of any Released Plaintiff Party who is an individual, as well as any trust of which any Released Plaintiff Party is the settlor or which is for the benefit of any of their immediate family members.

“Released Plaintiffs’ Claims” means, as against the Released Defendant Parties, to the fullest extent permitted by Delaware law, any and all manner of claims, including Unknown Claims, suits, actions, causes of action, demands, liabilities, losses, rights, obligations, duties, damages, diminution in value, disgorgement, debts, costs, expenses, interest, penalties, fines, sanctions, fees, attorneys’ fees, expert or consulting fees, agreements, judgments, decrees, matters, allegations, issue, and controversies of any kind, nature, or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or unapparent, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, whether based on state, local, federal, foreign, statutory, regulatory, or common law or equity or otherwise, that (i) were alleged, asserted, set forth, or claimed in the Complaint, or (ii) could have been alleged, asserted, set forth, or claimed in the Complaint, the Action, or in any other action in any other court, tribunal, proceeding, or other forum, by Plaintiffs or any other member of the Class, individually or on behalf of the Class that, in full or in part, concern, are based upon, arise out of, relate to, 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, or referred to in the Complaint, or arise out of, are based upon, relate to, or concern (i) the rights of and/or duties owed to the owners of CMLS III Class A Common Stock during the Class Period, (ii) the Proxy and/or any other disclosure relating to or concerning the Merger, or (iii) the involvement of any of the Released Defendant Parties with respect to any of the foregoing; provided, however, that the Released Plaintiffs’ Claims shall not include (a) any claims to enforce the

Stipulation, or (b) any claims to enforce the Judgment entered by the Court.

“Unknown Claims” means any Released Plaintiffs’ Claims and Released Defendants’ Claims that a releasing Person does not know or suspect to exist in his, her, or its favor at the time of the release, which if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Plaintiffs’ Claims and Released Defendants’ Claims, upon the Effective Date, Plaintiffs and Defendants shall expressly waive, and each of the Released Plaintiff Parties and Released Defendant Parties shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by any law of the United States or any state or territory of the United States or other jurisdiction, or principle of common law or foreign law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

Plaintiffs and Defendants acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Plaintiffs’ Claims and the Released Defendants’ Claims, but that it is the intention of Plaintiffs and Defendants, and by operation of law the Released Plaintiff Parties and the Released Defendant Parties, to completely, fully, finally, and forever extinguish any and all Released Plaintiffs’ Claims and Released Defendants’ Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Plaintiffs and Defendants also acknowledge, and the Released Plaintiff Parties and the Released

Defendant Parties by operation of law are deemed to acknowledge, that the inclusion of “Unknown Claims” in the definition of Released Plaintiffs’ Claims and Released Defendants’ Claims is separately bargained for and is a key element of the Settlement.

8. HOW WILL PLAINTIFFS’ COUNSEL BE PAID?

Plaintiffs’ Counsel² have not received any payment for their services in pursuing claims asserted in the Action, nor have Plaintiffs’ Counsel been paid for their expenses incurred in connection with the Action. In connection with the Settlement, Plaintiffs’ Counsel will apply for a Fee and Expense Award to include an award of attorneys’ fees in an amount not to exceed 20% of the Settlement Amount, inclusive of expenses incurred in connection with the Action (the “Fee Application”), which application will be wholly inclusive of any request for attorneys’ fees and expenses on behalf of any Class Member or his, her, or its counsel in connection with the Settlement. Plaintiffs’ Counsel may apply to the Court for a service award to each Plaintiff not to exceed \$5,000, payable out of any Fee and Expense Award.

Any award of attorneys’ fees and expenses by the Court pursuant to the Fee Application (*i.e.*, the Fee and Expense Award) shall be paid out of, and not be in addition to, the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

9. WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD? DO I HAVE TO ATTEND THE HEARING? MAY I SPEAK AT THE HEARING IF I DON’T LIKE THE SETTLEMENT?

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.

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

² Plaintiffs’ Counsel means the law firms of Robbins LLP and Grant & Eisenhofer P.A.

otherwise allow Class Members to appear at the hearing remotely by telephone or video, without further written notice to Class Members. In order to determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate remotely by telephone or video, it is important that you monitor the Court's docket and the Settlement website, www.cmlsiiiistockholderssettlement.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.cmlsiiiistockholderssettlement.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.cmlsiiiistockholderssettlement.com.

The Settlement Hearing will be held on April 21, 2026, at 1:30 p.m., before the Honorable Paul A. Fioravanti, Vice Chancellor, at the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, DE 19801, to, among other things:

1. 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);
2. Determine whether Plaintiffs and Plaintiffs' Counsel have adequately represented the Class, and whether Plaintiffs should be finally appointed Class Representative for the Class and Plaintiffs' Counsel should be finally appointed Class Counsel for the Class;
3. Determine whether the proposed Settlement should be approved as fair, reasonable, and adequate to Plaintiffs and the other members of the Class and in their best interests;
4. Determine whether the proposed Order and Final Judgment approving the Settlement, dismissing the Action with prejudice, and granting the Releases provided under the Stipulation should be entered;
5. Determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved;
6. Determine whether and in what amount any Fee and Expense Award to Plaintiffs' Counsel should be paid out of the Settlement Fund, including any service award to Plaintiffs to be paid solely from any Fee and Expense Award;

7. 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, including any service award to Plaintiffs; and

8. Consider any other matters that may properly be brought before the Court in connection with the Settlement.

Any Class Member may object to the Settlement, the proposed Plan of Allocation, and/or Plaintiffs' Counsel's Fee Application, including Plaintiffs' application for a service award ("Objector"); provided, however, that no Objector shall be heard or entitled to object unless, no later than fourteen (14) calendar days before the Settlement Hearing (*i.e.*, by April 7, 2026), such person: (1) files his, her, or its written objection, together with copies of all other papers and briefs supporting the objection, with the Register in Chancery at the address set forth below; and (2) serves such papers on Plaintiffs' Counsel and Defendants' Counsel (electronically by File & ServeXpress, by hand, by first-class U.S. mail, by express service, or by email) at the addresses set forth below.

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	
Gregory E. Del Gaizo Robbins LLP 5060 Shoreham Place, Suite 300 San Diego, CA 92122 gdelgaizo@robbinsllp.com	Kelly L. Tucker Grant & Eisenhofer P.A. 123 Justison Street, 7th Floor Wilmington, DE 19801 ktucker@gelaw.com

DEFENDANTS' COUNSEL	
Deborah S. Birnbach Goodwin Procter LLP 100 Northern Avenue Boston, MA 02210 dbirnbach@goodwinlaw.com	Gregory Starner White & Case LLP 1221 Avenue of the Americas New York, New York 10020 gstarner@whitecase.com

Any objections must: (i) identify the case name and civil action number, “*Nemeth v. Casdin*, C.A. No. 2024-1268-PAF”; (ii) state the name, address, telephone number, and email address (if available) of the Objector and, if represented by counsel, the name, address, telephone number, and email address 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 hearing; (v) include documentary evidence sufficient to prove that the Objector is a member of the Class; and (vi) identify all class actions to which the Objector and the Objector’s counsel have previously objected. Plaintiffs’ Counsel are authorized to request from any Objector additional information or documentation sufficient to prove that the Objector is a member of the Class.

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.

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 April 7, 2026. 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 any exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

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 above so that the notice is received on or before April 7, 2026.

The Settlement Hearing may be adjourned by the Court without further written notice to Class Members. If you plan to attend the Settlement Hearing, you should confirm the date, time, and location with Plaintiffs' Counsel.

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 Plan of Allocation, or Plaintiffs' Counsel's Fee Application, including Plaintiffs' application for a service award, or any other matter related to the Settlement or the Action, and will otherwise be bound by the 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>10. CAN I SEE THE COURT FILE? WHO SHOULD I CONTACT IF I HAVE QUESTIONS?</p>

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 business hours at the Office of the Register in Chancery, Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, DE 19801. Additionally, copies of the Stipulation and any related orders entered by the Court will be posted on the Settlement website, www.cmlsiiistockholderssettlement.com.

If you have questions regarding the Settlement, you may contact the Settlement Administrator by mail at CMLS III Stockholder Settlement, c/o JND Legal Administration, P.O. Box 91222, Seattle, WA 98111; by telephone at 1-877-206-2312; or by email at info@cmlsiiistockholderssettlement.com. You may also contact Plaintiffs' Counsel: Gregory E. Del Gaizo, Robbins LLP, 5060 Shoreham Place, Suite 300, San Diego, CA 92122, 619-525-3990; or Kelly L. Tucker, Grant & Eisenhofer P.A., 123 Justison Street, 7th Floor Wilmington, DE 19801, 302-622-

7000, ktucker@gelaw.com. ***Do not contact the Court, its staff, Defendants, or Defendants' Counsel with questions about the terms of the proposed Settlement.***

11. WHAT IF I HELD SHARES ON SOMEONE ELSE'S BEHALF?

If you are a broker or other nominee that held shares of CMLS III Class A Common Stock as of December 14, 2021 for the beneficial interest of persons or entities other than yourself, you are requested to either: (i) within seven (7) calendar days of receipt of this Notice, 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) within seven (7) calendar days of receipt of this Notice, provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to the Settlement Administrator at cmlsiiisecurities@cmlsiiistockholderssettlement.com or CMLS III Stockholder Settlement, c/o JND Legal Administration, P.O. Box 91222, Seattle, WA 98111. If you choose the second option, the Settlement Administrator will send a copy of the Notice to the beneficial owners. 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. Reasonable expenses actually incurred in connection with the foregoing include up to \$0.03 per record for providing names, addresses, and, if available, email addresses to the Settlement Administrator, up to a maximum of \$0.03 per Notice mailed by you, plus postage at the rate used by the Settlement Administrator, or \$0.03 per Notice sent by email. A copy of this Notice may also be obtained from the Settlement website, www.cmlsiiistockholderssettlement.com, by calling the Settlement Administrator toll free at 1-877-206-2312, or by emailing the Settlement Administrator at cmlsiiisecurities@cmlsiiistockholderssettlement.com.

DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE REGISTER IN CHANCERY ABOUT THIS NOTICE OR QUESTIONS ABOUT THE TERMS OF THE PROPOSED SETTLEMENT.

DATED: February 23, 2026

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