



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

MICHAEL FARZAD and GREGORY PERRI,
Individually and on Behalf of All Others
Similarly Situated,

Plaintiffs,

v.

C.A. No. 2023-0193-JTL

TRASIMENE CAPITAL FT, LP II,
TRASIMENE CAPITAL MANAGEMENT,
LLC, WILLIAM P. FOLEY, II, RICHARD N.
MASSEY, ERIKA MEINHARDT, MARK D.
LINEHAN, and C. MALCOLM HOLLAND,

Defendants.

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

This Stipulation and Agreement of Compromise, Settlement, and Release (with the Exhibits hereto, the “Stipulation” and the settlement contemplated herein, the “Settlement”) in the above-captioned action (the “Action”), filed in the Delaware Court of Chancery (the “Court”), is made and entered into as of August 28, 2026 by and between: (i) plaintiffs Michael Farzad and Gregory Perri (“Plaintiffs”), individually and on behalf of the Class (defined below); and (ii) defendants Trasimene Capital FT, LP II (the “Founder”), Trasimene Capital Management, LLC (the “Sponsor”), William P. Foley, II, Richard N. Massey, Erika Meinhardt, Mark D. Linehan, and C. Malcolm Holland (collectively, the “Defendants,” and with Plaintiffs, the “Parties” and each a “Party”). This Stipulation is submitted pursuant to Court of Chancery Rule 23.

This Stipulation states all of the terms of the Settlement and resolution of the claims asserted in the Action and is intended to fully, finally, and forever release, resolve, compromise, settle, and discharge the Released Plaintiffs' Claims and Released Defendants' Claims (defined below), subject to the approval of the Court.¹

WHEREAS:

A. On July 17, 2020, Foley Trasimene Acquisition Corp. II ("FTAC II"), 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.

B. On August 21, 2020, FTAC II consummated its initial public offering (the "IPO") of 130,000,000 units at a price of \$10.00 per unit. Each unit consisted of one share of FTAC II common stock and one-third of one redeemable warrant. Simultaneously with the IPO, FTAC II sold 18,666,667 private placement warrants (the "Private Placement Warrants") to Trasimene Capital FT, LP II (the "Founder") at a price of \$1.50 per warrant.

¹ Capitalized terms have the meanings set forth in the "Definitions" section below or as otherwise defined in this Stipulation.

C. On or around August 26, 2020, the underwriters partially exercised an overallocation, with FTAC II selling an additional 16,703,345 units and 2,227,113 Private Placement Warrants.

D. The aggregate funds raised from the IPO (including the overallocation) and the proceeds of the sale of the Private Placement Warrants, totaling approximately \$1,467,033,450, were placed in a trust account. FTAC II public stockholders had the right to redeem all or a portion of their shares at approximately \$10 per-share prior to the close of a transaction between FTAC II and a target.

The Merger

E. On December 7, 2020, FTAC II and Paysafe Limited (“Legacy Paysafe”), Paysafe Merger Sub Inc., Paysafe Group Holdings Limited, Paysafe Bermuda Holdings LLC, and PI Jersey Holdco 1.5 Limited entered into an Agreement and Plan of Merger (the “Merger Agreement”) to form a publicly traded entity, Paysafe Ltd. (“New Paysafe”). FTAC II and Legacy Paysafe announced the Merger Agreement that same day.

F. On February 26, 2021, FTAC II filed with the U.S. Securities and Exchange Commission (the “SEC”) a proxy statement concerning the proposed merger (such proxy statement together with any preliminary proxy filings, as well as any amendments or supplements thereto, the “Proxy”), which was disseminated

to FTAC II stockholders. The Proxy informed stockholders of a special meeting to be held on March 25, 2021 (the “Special Meeting”), at which, among other things, stockholders would vote as to whether to approve the Merger Agreement and related transactions. The Proxy also informed stockholders that the deadline for them to redeem their shares in connection with the proposed merger was March 23, 2021 – two business days before the Special Meeting (the “Redemption Deadline”).

G. Before the Special Meeting, out of the over 183 million Class A shares, there were only 98,846 redemptions of FTAC II Class A Common Stock (the “Redeeming Stockholders”), less than 0.00006 percent of Class A shares, who exercised their right to redeem those shares and received their pro rata share of the trust proceeds.

H. On March 25, 2021, FTAC II stockholders voted to approve the Merger at the Special Meeting.

I. On March 30, 2021, the proposed merger was consummated (the “Merger”). Following the Merger, New Paysafe securities (common shares and warrants) began trading on the New York Stock Exchange under the ticker symbol “PSFE.”

This Action

J. On February 16, 2023, Farzad commenced this Action against the Defendants on behalf of himself and all other similarly situated former FTAC II

stockholders by filing the Verified Class Action Complaint (the “Initial Complaint”) (Dkt. 1), asserting, among other things, claims against the Defendants for breach of fiduciary duty and unjust enrichment resulting from the alleged impairment of FTAC II stockholders’ redemption rights in connection with the Merger.

K. On April 24, 2023, Defendants filed a motion and opening brief seeking to dismiss the Initial Complaint (Dkt. 15).

L. On June 15, 2023, Plaintiffs filed the First Amended Class Action Complaint, adding Perri as a plaintiff and further detailing the claims against Defendants (the “First Amended Complaint”) (Dkt. 19).

M. On July 31, 2023, Defendants moved to dismiss the First Amended Complaint (Dkt. 21).

N. On January 31, 2024, following briefing and oral argument, the Court denied Defendants’ motion to dismiss the First Amended Complaint (Dkt. 29).

O. On March 14, 2024, Plaintiffs served their First Set of Interrogatories Directed to all Defendants and their First Request for the Production of Documents Directed to the Individual Defendants (Dkt. 32).

P. On March 15, 2024, Defendants answered the First Amended Complaint (Dkt. 33).

Q. On March 28, 2024, Plaintiffs served their First Requests for Production of Documents Directed to Defendants Trasimene Capital FT, LP, II and Trasimene Capital Management, LLC (Dkt. 35).

R. On May 16, 2024, the Parties filed a Stipulation and [Proposed] Order Governing Case Schedule (Dkt. 38), which the Court granted on May 18, 2024 (Dkt. 40).

S. On May 17, 2024, the Parties filed a Stipulation and [Proposed] Order for the Production and Exchange of Confidential Information (Dkt. 39), which the Court granted on May 21, 2024 (Dkt. 41).

T. On July 1, 2024, the Parties filed the Stipulation and [Proposed] Order Governing Expert Discovery (“Expert Stip.”) (Dkt. 42), which the Court granted on July 2, 2024 (Dkt. 43).

U. Between August 9, 2024, and August 19, 2025, Plaintiffs served subpoenas on RBC Capital Markets, LLC (“RBC”); Credit Suisse Securities (USA) LLC (“Credit Suisse”); Ismail Dawood; Danny Chazonoff; New Paysafe; The Blackstone Group Inc. (“Blackstone”); CVC Capital Partners (U.S.), Inc.; BofA Securities Inc.; Deloitte LLP (“Deloitte”); Philip McHugh; Proton Partners LLC; CVC Advisors (U.S.), Inc.; AT&T Inc.; Third Point LLC (“Third Point”); Verizon Communications Inc.; Bryan D. Coy; David W. Ducommun; Michael L. Gravelle;

Ryan Kelley; Niron Stabinsky; Cannae Holdings Inc. (“Cannae”); and Fidelity National Financial, Inc. (“FNF”).

V. On September 9, 2024, Defendants served their First Set of Interrogatories Directed to Plaintiffs and First Request for Production of Documents Directed to Plaintiffs (Dkt. 48).

W. On December 18, 2024, Plaintiffs served their Second Set of Interrogatories Directed to All Defendants (Dkt. 65).

X. On January 10, 2025, the Parties filed a Stipulation and [Proposed] Amended Order Governing Case Schedule, which the Court granted the same day (Dkt. 68).

Y. On January 13, 2025, Plaintiffs served their Third Set of Interrogatories on the Individual Defendants. (Dkt. 69)

Z. On January 24, 2025, Plaintiffs filed a Motion to Compel Credit Suisse to Produce Documents and Appear for Deposition (Dkt. 83).

AA. On February 14, 2025, Plaintiffs informed the Court that they reached an agreement with Credit Suisse to resolve the motion to compel and withdrew the motion (Dkt. 99).

BB. Between March 6, 2025, and January 22, 2026, Plaintiffs took the following 20 fact depositions:

<u>Date</u>	<u>Deponent</u>
March 6, 2025	Mark Linehan
March 11, 2025	Erika Meinhardt
March 20, 2025	Malcolm Holland
April 4, 2025	Ryan Kelley
May 1, 2025	Ryan Caswell
May 20, 2025	Bryan Coy
May 21, 2025	RBC, through Asif Ahsan
September 24, 2025	Third Point, through Janice Zhang
October 9, 2025	Ismail Dawood
October 13, 2025	Peter Smith
October 28, 2025	Credit Suisse, through Adam Baer
November 24, 2025	Danny Chazonoff
December 2, 2025	Deloitte, through Brian Lightle
December 3-4, 2025	David Ducommun in his individual capacity, and as a representative of Sponsor, Founder, Cannae, and FNF
December 4, 2025	Phillip McHugh
December 11, 2025	Anthony Jabbour
December 18, 2025	RBC, through Jason Gurandiano
January 14, 2026	Blackstone

January 15, 2026	Richard N. Massey
January 22, 2026	William P. Foley

CC. On March 28, 2025, the Parties filed a Stipulation and [Proposed] Amended Order Governing Case Schedule (Dkt. 118), which the Court granted on March 31, 2025 (Dkt. 119).

DD. On April 3, 2025, Plaintiffs filed a Motion to Compel the Blackstone Group Inc. to Produce Documents Promptly (Dkt. 121).

EE. On April 21, 2025, the Parties filed a Supplemental Stipulation and [Proposed] Order for the Production of Highly Confidential Information (Dkt. 130), which the Court granted on April 23, 2025 (Dkt. 132).

FF. On May 6, 2025, the Court granted Plaintiffs' motion to compel concerning Blackstone, with modifications concerning the timing of productions and related issues (Dkt. 139).

GG. On May 28, 2025, Plaintiffs filed a Motion for Leave to File Verified Second Amended Class Action Complaint (the "Motion for Leave") (Dkt. 141).

HH. On May 30, 2025, Plaintiffs served their Third Set of Interrogatories to the Trasimene Entity Defendants and Fourth Set of Interrogatories Directed to the Individual Defendants (Dkt. 143).

II. On June 3, 2025, the Court granted Plaintiffs' Motion for Leave (Dkt. 147).

JJ. On June 4, 2025, Plaintiffs filed the Verified Second Amended Class Action Complaint (the "SAC") (Dkt. 152), adding claims for aiding and abetting breach of fiduciary duty and unjust enrichment against the CVC Defendants, the Blackstone Defendants, Paysafe, and former Legacy Paysafe CEO Phillip McHugh (collectively, the "Aiding and Abetting Defendants") (Dkt. 152).

KK. On June 4, 2025, Defendants filed an Emergency Motion to Quash Subpoena and for Protective Order Regarding Katz Deposition (Dkt. 151). The motion was subsequently withdrawn as moot after the Parties agreed to postpone the Katz deposition.

LL. On June 23, 2025, the Parties and the Aiding and Abetting Defendants, filed the Stipulation and [Proposed] Third Amended Order Governing Case Schedule (Dkt. 160), which the Court granted on June 24, 2025 (Dkt. 161).

MM. On July 8, 2025, the Aiding and Abetting Defendants moved to dismiss the SAC (Dkts. 165 and 166).

NN. On July 9, 2025, Plaintiffs served their First Set of Interrogatories Directed to Paysafe Limited and Philip McHugh (Dkt. 170).

OO. On July 28, 2025, Plaintiffs served their First Request for Production of Documents Directed to Defendants Paysafe Limited and Philip McHugh (Dkt. 175).

PP. On July 28, 2025, Plaintiffs served their First Request for Production of Documents and First Set of Interrogatories on the Blackstone Defendants and CVC Defendants (Dkt. 176).

QQ. On September 5, 2025, Defendants served their answer to the SAC (Dkt. 190).

RR. On October 22, 2025, the Parties participated in a full-day mediation before David Murphy, Esq., of Phillips ADR (the “Mediator”). Before and in connection with the mediation, the Parties exchanged written mediation submissions. The mediation session concluded without a settlement agreement.

SS. On October 23, 2025, following briefing and oral argument, the Court granted the Aiding and Abetting Defendants’ Motions to Dismiss for failure to satisfy the applicable statute of limitations (Dkts. 217 and 218).

TT. On November 7, 2025, Plaintiffs served their First Request for Production of Documents Directed to defendants Foley, Sponsor, and Founder (Dkt. 226).

UU. On November 7, 2025, Defendants served their Second Set of Interrogatories to Farzad and Perri and First Set of Requests for Admission Directed to Farzad and Perri (Dkt. 228).

VV. On November 11, 2025, Plaintiffs served their First Set of Interrogatories Directed to defendants Foley, Sponsor, and Founder (Dkt. 230).

WW. On January 6, 2026, Defendants deposed Farzad.

XX. On January 6, 2026, Plaintiffs filed a Motion for Class Certification (Dkt. 245).

YY. On January 8, 2026, Defendants deposed Perri.

ZZ. On February 4, 2026, Credit Suisse served its Responses to Deposition on Written Questions (Dkt. 263).

AAA. On February 9, 2026, Paysafe served its Responses and Objections to Plaintiffs' Deposition on Written Questions.

BBB. As of the close of fact discovery: (i) Defendants produced 35,298 documents, consisting of 260,792 pages; (ii) Plaintiffs produced 447 documents, consisting of 19,395 pages; (iii) third parties produced 195,253 documents, consisting of 1,444,153 pages; (iv) Plaintiffs served, and Defendants answered, 222 interrogatories; (v) Defendants served, and Plaintiffs each answered, 69 interrogatories; (vi) Plaintiffs served, and Defendants answered, 28 requests for

admission; and (vii) Defendants served, and Plaintiffs each answered, sixteen requests for admission.

CCC. On February 13, 2026, Defendants served the Expert Report of R. Glenn Hubbard on behalf of Defendants (Dkt. 266).

DDD. On February 13, 2026, Plaintiffs served the Expert Reports of Carl S. Saba and Matthew D. Cain (Dkt. 267).

EEE. On February 28, 2026, following briefing, the Court granted Plaintiffs' Motion for Class Certification, certifying the Class (as defined below), appointing Plaintiffs as the representatives of the Class, and designating Robbins Geller Rudman & Dowd LLP and Robbins LLP as Co-Lead Counsel for the Class, and Andrews & Springer LLC as Additional Counsel for the Class (Dkt. 270).

FFF. On March 31, 2026, Defendants served the Expert Rebuttal Reports of Hubbard and Michiel C. McCarty (Dkt. 271).

GGG. On March 31, 2026, Plaintiffs served the Expert Rebuttal Reports of Saba and Cain (Dkt. 272).

HHH. On April 21, 2026, the Parties participated in a second mediation with the Mediator. Before and in connection with the second mediation, the Parties exchanged written submissions. The second mediation session concluded without a settlement agreement. With the assistance of the Mediator, the Parties' arm's-length negotiations continued following the April 21, 2026, mediation session.

III. On May 1, 2026, the Parties served their respective identifications of trial witnesses (Dkt. 274).

JJJ. On May 7, 2026, Plaintiffs deposed McCarty.

KKK. On May 11, 2026, Plaintiffs deposed Hubbard.

LLL. On May 13, 2026, Defendants deposed Cain.

MMM. On May 15, 2026, Defendants deposed Saba.

NNN. On May 21, 2026, Plaintiffs provided Defendants with the initial draft pretrial stipulation and order.

OOO. On May 22, 2026, Plaintiffs provided Defendants with the initial draft proposed joint exhibit list.

PPP. On May 29, 2026, Defendants filed a Motion in Limine to Narrow Scope of Trial by Excluding Claims and Evidence Concerning Net Cash Per Share (Dkt. 277), Motion in Limine to Preclude Plaintiffs from Pursuing Derivative Claims at Trial and Clarifying that Plaintiffs Bear the Burden to Prove a Material Disclosure Violation, Causation and Damages (Dkt. 278), Motion in Limine to Preclude Proposed Expert Testimony of Cain that Derives from the Inadmissible Expert Testimony of Saba (Dkt. 279), and Motion in Limine to Strike Proposed Expert Testimony of Saba and to Preclude Saba from Offering Inadmissible Opinions at Trial (Dkt. 281).

QQQ. On May 29, 2026, Plaintiffs filed a Motion in Limine to Exclude the Expert Rebuttal Report and Testimony of McCarty (Dkt. 280).

RRR. On June 9, 2026, the Parties accepted a recommendation from the Mediator to settle the Action for \$59.5 million in cash, subject to Court approval, the definitive terms of which are reflected in this Stipulation.

This Stipulation

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

TTT. This Stipulation is intended to fully, finally, and forever release, resolve, remise, compromise, settle, and discharge the Released Plaintiffs' Claims and the Released Defendants' Claims with prejudice as set forth herein.

UUU. This Stipulation is not, and shall not be construed as or deemed to be evidence of, an admission as to the merit or lack of merit of any claims or defenses that were asserted or could have been asserted in the Action. This Action is being resolved without any admission of liability, wrongdoing, fault, causation, or damages, by Defendants, or any of the dismissed Aiding and Abetting Defendants.

VVV. Plaintiffs continue to believe that the claims asserted in the Action have merit, but also believe that the Settlement set forth herein provides substantial and immediate benefits for the Class. In addition to these substantial

benefits, Plaintiffs and Plaintiffs' Counsel have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Action; (ii) the probability of success on the merits; (iii) the inherent problems of proof associated with, and possible defenses to, the claims asserted in the Action; (iv) the desirability of permitting the Settlement to be consummated according to its terms; (v) the expense and length of continued proceedings necessary to prosecute the Action through trial and appeals; and (vi) the conclusion of Plaintiffs and Plaintiffs' Counsel that the terms and conditions of the Settlement and this Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the claims asserted in the Action on the terms set forth herein.

WWW. Based on Plaintiffs' Counsel's thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiffs' Counsel believe that the Settlement set forth in this Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon the Class. Based upon Plaintiffs' Counsel's evaluation, as well as their own evaluation, Plaintiffs have determined that the Settlement is in the best interests of the Class and have agreed to the terms and conditions set forth in this Stipulation.

XXX. Defendants continue to believe that the claims asserted in the Action are without merit and deny any and all allegations of wrongdoing, fault, liability, causation, or damages with respect to Released Plaintiffs' Claims,

including, but not limited to, any allegations that Defendants or the dismissed Aiding and Abetting Defendants have committed any violations of law or breach of any duty owed to FTAC II stockholders, that entire fairness was the applicable standard of review, that the Merger was not entirely fair to, or in the best interests of, FTAC II 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 FTAC II'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 and in compliance with their fiduciary duties.

YYY. Nevertheless, Defendants have determined to enter into the Settlement on the terms and conditions set forth in this Stipulation solely to put Released Plaintiffs' Claims to rest, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, causation, or damages. For the avoidance of doubt, nothing in this Stipulation or the Settlement shall be construed as an admission by Defendants of any wrongdoing, fault, liability, or damages whatsoever.

ZZZ. Plaintiffs, for themselves and on behalf of the Class, and Defendants agree that the Settlement is intended to and will resolve Released Plaintiffs' Claims against Released Defendant Parties.

a. NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO AND AGREED, by Plaintiffs, for themselves and on behalf of the Class, and Defendants that, subject to the approval of the Court pursuant to Court of Chancery Rule 23, that the Action shall be fully, finally, and forever released, relinquished, settled, and discharged with prejudice, and that for the good and valuable consideration set forth herein, (i) all Released Plaintiffs' Claims shall be completely, fully, finally, and forever compromised, settled, released, discharged, extinguished, and dismissed with prejudice and without costs (except as provided herein) as against all Released Defendant Parties, and (ii) all Released Defendants' Claims shall be completely, fully, finally, and forever compromised, settled, released, discharged, extinguished, and dismissed with prejudice and without costs (except as provided herein) as against all Released Plaintiffs Parties, in the manner and upon the terms and conditions 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 its Exhibits, shall have the meanings specified below:

(a) “Authorized Claimant” means any Class Member whose claim for recovery has been allowed pursuant to the terms of this Stipulation.

(b) “Blackstone Defendants” means Blackstone, BCP Pi Aggregator (Cayman) L.P., BCP VII Holdings Manager (Cayman) L.L.C., Blackstone Pi Co-Invest (Cayman) L.P., BCP VII Co-Invest-Star (Cayman) L.P., Blackstone Family Investment Partnership (Cayman) VII-ESC L.P., Blackstone Management Associates (Cayman) VII L.P., BCP VII GP L.L.C., Blackstone LR Associates (Cayman) VII Ltd., Blackstone Holdings III L.P., Blackstone Holdings III GP L.P., Blackstone Holdings III GP Management L.L.C., Martin Brand, Eli Nagler, and Jason Roswig.

(c) “Class” means, the non-opt-out class the Court certified pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) on February 28, 2026, consisting of all Persons who held shares of FTAC II Class A common stock as of the redemption deadline on March 23, 2021, either of record or beneficially, and who were entitled to, but did not, redeem all of their shares, including their heirs and successors who obtained their shares by operation of law. Excluded from the Class are: (i) Defendants, as well as the members of their immediate families, and any entity in which any of them has a controlling interest, and the legal representatives, heirs, successors, or assignees of any such excluded party; and (ii) any trusts, estates,

entities, or accounts that held shares of FTAC II Class A or Class B common stock for the benefit of any of the foregoing (the “Excluded Persons”).

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

(e) “Company” means FTAC II prior to the Merger, and New Paysafe upon and following the Merger.

(f) “CVC Defendants” means CVC Capital Partners plc, CVC Advisers Limited, Pi Holdings Jersey Limited, Pi Syndication LP, Pi Syndication GP, CVC Capital Partners VI GP, Peter Rutland, and Matthew Bryant.

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

(h) “Defendants’ Counsel” means Skadden, Arps, Slate, Meagher and Flom LLP.

(i) “DTC” means the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company.

(j) “Effective Date” means the first business day following the date the Judgment becomes Final.

(k) “Escrow Account” means the account that is maintained by the Escrow Agent and into which the Settlement Amount shall be deposited. The funds deposited into the Escrow Account shall be invested in instruments backed by the full faith and credit of the U.S. Government or an agency thereof or in money funds holding only instruments backed by the full faith and credit of the U.S. Government

and the proceeds of these instruments shall be reinvested at their then-current market rates.

(l) “Escrow Agent” means Robbins Geller Rudman & Dowd LLP, who Plaintiffs’ Counsel has chosen to administer the Escrow Account.

(m) “Fee and Expense Award” means an award to Plaintiffs’ Counsel of fees and expenses to be paid exclusively from the Settlement Fund, approved by the Court and in full satisfaction of all claims for attorneys’ fees and any other expenses or charges that have been, could be, or could have been asserted by Plaintiffs’ Counsel or any other counsel, or any Class Member in connection with the Released Plaintiffs’ Claims and the Settlement.

(n) “Final” when referring to the Judgment, means the later of (i) entry of the Judgment and the expiration of any time for appeal, reconsideration, reargument, rehearing, or other review of the Judgment, or (ii) if any appeal or application for reconsideration, reargument, rehearing, or other review is filed and not dismissed or withdrawn, issuance of a decision upholding the Judgment in all material respects, which is no longer subject to appeal, reconsideration, reargument, rehearing, or other review, by certiorari or otherwise, and the expiration of all times for the filing of any petition for reconsideration, reargument, rehearing, appeal, or review of the Judgment or any order affirming the Judgment; provided, however, that any disputes or appeals relating solely to the amount, payment, or allocation of

the Fee and Expense Award, or to the allocation or distribution of the Net Settlement Fund, including the Plan of Allocation, 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 Judgment.

(o) “Judgment” means the Order and Final Judgment to be entered in the Action, in all material respects in the form attached as Exhibit D hereto.

(p) “Net Settlement Fund” means the Settlement Fund, as defined herein, 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.

(q) “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.

(r) “Notice and Administration Costs” means all costs, fees, and expenses associated with the administration or disbursement of the Settlement Fund, including, without limitation, calculating payments to eligible Class Members or resolving any dispute relating thereto, or any other cost, fee, or expense otherwise incurred in providing notice of the proposed Settlement to the Class, locating Class Members, distributing the Net Settlement Fund, paying taxes, escrow fees and costs,

if any, and otherwise administering or carrying out the terms of the Settlement. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice Package, publishing the Summary Notice, reimbursements to brokers and nominees for forwarding the Notice to their eligible beneficial owners, the administrative expenses incurred and fees charged by the Settlement Administrator in connection with providing notice and administering the Settlement, and the fees, if any, of the Escrow Agent.

(s) “Notice Package” means the Notice (including the Plan of Allocation set forth therein) and the Proof of Claim and Release.

(t) “Party” means any one of, and “Parties” means, collectively, Defendants and Plaintiffs, on behalf of themselves and the Class.

(u) “Person” means any natural person, individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, affiliate, joint stock company, investment fund, estate, legal representative, trust, unincorporated association, entity, government and any political subdivision thereof, or any other type of business or legal entity.

(v) “Plaintiffs’ Counsel” means the law firms of Robbins Geller Rudman & Dowd LLP, Robbins LLP, and Andrews & Springer LLC.

(w) “Plan of Allocation” means the manner in which the Net Settlement Fund will be distributed, substantially in the form set forth in the Notice or as otherwise modified by order of the Court.

(x) “Proof of Claim and Release” means the form that is to be sent to Class Members with the Notice Package, substantially in the form of Exhibit B-1 attached hereto or as modified pursuant to agreement of the Parties or order of the Court.

(y) “Released Defendant Parties” means Defendants, and their respective past and present successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, stockholders, members, parents, subsidiaries, affiliates, funds, directors, officers, employees, agents, insurers, reinsurers, counselors, attorneys, advisors, immediate family members, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any Person or entity acting for or on behalf of, or claiming under or through, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns.

(z) “Released Defendants’ Claims” means, as against the Released Plaintiffs 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 this Stipulation, or (ii) any claims to enforce the Judgment entered by the Court.

(aa) "Released Plaintiffs Parties" means Plaintiffs, all other Class Members, and Plaintiffs' Counsel, and the family members, partners, principals, representatives, heirs, executors, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns of any of the foregoing.

(bb) "Released Plaintiffs' Claims" means all claims and causes of action of every nature and description, both direct and derivative, 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 other law or rule (including federal securities law, rules and regulations, and any state disclosure laws), that Plaintiffs or

any other Class Member (a) asserted in the Action, (b) could have alleged, asserted, set forth, or claimed in the Action, or (c) have alleged, asserted, set forth, or claimed in any other action or proceeding in any forum, individually or on behalf of the Class or any subset or group of Class Members that (i) directly or indirectly relate in any way to, or arise out of: (1) the Merger, (2) any control, participation, or conduct of any of the Released Defendant Parties with respect to the Merger, (3) the Action, or (4) the facts, circumstances, events, acts, disclosures, statements, representations, omissions, or failures to act that were alleged in the Action or that could have been raised in the Action; or (ii) arise out of or relate in any way to the institution, prosecution, settlement, or dismissal of the claims and allegations asserted in the Action, except for claims to enforce the Settlement.

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

(dd) “Securities Transfer Records” means the stock transfer records (if any) maintained by or on behalf of the Company listing the names, mailing addresses, and, if available, email addresses for all registered holders of FTAC II Class A Common Stock as of the Redemption Deadline.

(ee) “Settlement” means the settlement contemplated by this Stipulation.

(ff) “Settlement Administrator” means JND Legal Administration.

(gg) “Settlement Amount” means a total of \$59.5 million (\$59,500,000.00 USD) in cash. The Settlement Amount includes not only amounts to resolve claims and allegations in the Action but also all attorneys’ fees, Notice and Administration Costs, and any other costs, expenses, or fees of any kind whatsoever associated with the resolution of the Action, unless otherwise stated herein.

(hh) “Settlement Fund” means the Settlement Amount plus any interest that may accrue on that sum after it is deposited in the Escrow Account.

(ii) “Settlement Hearing” means the hearing to be held by the Court under Delaware Court of Chancery Rule 23 to consider, among other things, final approval of the Settlement and approval of the Fee and Expense Award.

(jj) “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.

(kk) “Taxes” means all federal, state, and/or local taxes of any kind (including any interest or penalties thereon) on any income earned in the Settlement Fund.

(ll) “Tax Expenses” means the reasonable expenses and costs incurred in connection with the calculation and payment of Taxes or the preparation

of tax returns and related documents, including expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in Section X.

(mm) “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 the Defendants shall expressly waive, and each of the Released Plaintiffs 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 Plaintiffs 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 the Defendants, and by operation of law the Released Plaintiffs 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 Plaintiffs 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.

II. SETTLEMENT FUND

2. In consideration for the full and final release, settlement, and discharge of the Released Plaintiffs' Claims and Released Defendants' Claims, the Parties have agreed as follows:

(a) Defendants shall cause 50% of the Settlement Amount to be deposited into the Escrow Account within twenty (20) business days after the later of: (i) execution of this Stipulation; or (ii) delivery to Defendants' Counsel of all

necessary wiring/payment information, a signed IRS Form W-9 reflecting a valid taxpayer identification number for the Escrow Account, and any other information reasonably requested to effectuate payment into the Escrow Account, including, but not limited to, contact information for an authorized representative of the Escrow Account who can verbally verify payment instructions. Defendants shall cause the remaining 50% of the Settlement Amount to be paid into the Escrow Account by the close of business on the fifth business day before the Settlement Hearing.

(b) All funds held in the Escrow 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 this Stipulation and/or further order(s) of the Court.

(c) The Settlement Fund shall be administered by the Settlement Administrator and the Escrow Agent and shall be used: (i) to pay all Notice and Administration Costs; (ii) to pay any Fee and Expense Award; (iii) to pay any Taxes and Tax Expenses; and (iv) following the payment of (i), (ii), and (iii) herein, for subsequent disbursement of the Net Settlement Fund to the Authorized Claimants as provided in Section IV herein and the Plan of Allocation as approved by the Court.

(d) Notwithstanding the fact that the Effective Date has not yet occurred, Plaintiffs' Counsel may pay from the Settlement Fund, without further approval from Defendants and/or order of the Court, all reasonable costs and

expenses actually incurred in connection with Notice and Administration Costs up to the sum of \$500,000, which shall include the costs of disseminating the Notice Package. Before the Effective Date, all such Notice and Administration Costs in excess of \$500,000 may be paid from the Settlement Fund only with prior approval of the Court. In the event that the Settlement does not become Final, Notice and Administration Costs paid out of the Settlement Fund or incurred shall not be returned or repaid to any person or entity who or which funded the Settlement Fund. After the Effective Date, Notice and Administration Costs may be paid as incurred, without approval of the Defendants or further order of the Court.

(e) For the avoidance of doubt: (i) none of Plaintiffs, the Class Members, or Plaintiffs' Counsel shall seek any further or other monetary relief as a condition of the Settlement other than payment of the Settlement Amount in accordance with ¶2(a), (b); and (ii) the Released Defendant Parties and the Company shall have no liability or responsibility whatsoever in connection with the Settlement, the Settlement Fund, the investment or distribution of the Settlement Fund, the Net Settlement Fund, the administration or calculation of any payment from the Net Settlement Fund, the Plan of Allocation, Notice and Administration Costs, Taxes, Tax Expenses, acts or omissions of the Settlement Administrator or the Escrow Agent, or the Action, except as specifically set forth herein.

III. NOTICE TO CLASS MEMBERS

3. The Parties have negotiated the form of the notices to be disseminated to all Persons who fall within the Class definition and whose names and addresses can be identified with reasonable effort. The proposed Notice Package, consisting of the Notice (including the Plan of Allocation) and the Proof of Claim and Release, is attached hereto as Exhibits B and B-1.

4. The proposed Notice Package to be mailed to eligible Class Members in accordance with the Scheduling Order apprises eligible Class Members of (among other disclosures) the nature of the Action, the definition of the Class, the claims and issues in the Action, the claims that will be released in the Settlement, Class Members' right to object to the Settlement and the process for lodging an objection, the process for submitting a claim, and the plan and process for allocating and distributing the Net Settlement Fund.

5. At no cost to the Settlement Fund, Plaintiffs' Counsel, or the Settlement Administrator, Defendants shall use reasonable best efforts to, within twenty (20) business days after the Court's entry of the Scheduling Order, cause to be provided to Plaintiffs' Counsel or the Settlement Administrator in an electronically searchable form, such as Microsoft Excel, a list of record holders from the Company's Transfer Agent records, containing the names, mailing address, and, if available email

addresses. At the request of the Company or Defendants, the Settlement Administrator may obtain such Securities Transfer Records on their behalf.

6. In accordance with the Scheduling Order, the Settlement Administrator shall also contact entities that commonly hold securities in “street name” as nominees for the benefit of their customers who are beneficial purchasers of securities to identify beneficial holders of FTAC II Class A Common Stock as of the Redemption Deadline.

7. The Parties further agree that the Notice Package, as approved by the Court, and other relevant documents will be posted on a Settlement website established and maintained by the Settlement Administrator in accordance with the Scheduling Order.

8. Subject to the approval of the Court, Plaintiffs shall retain the Settlement Administrator to provide all notices approved by the Court to eligible Class Members, to establish and maintain the Settlement website, to process the Proofs of Claim and Release, to oversee the administration of the Settlement, and to distribute the Net Settlement Fund.

9. In accordance with the Scheduling Order, the Settlement Administrator shall mail, or cause to be mailed, by first-class U.S. mail or other mail service if mailed outside the United States, postage prepaid, the Notice Package to each identified Class Member at their last known address. All record holders of stock

who held such stock on behalf of beneficial owners and who receive the Notice Package shall be requested to forward the Notice Package promptly to such beneficial owners. Plaintiffs' Counsel and the Settlement Administrator shall use reasonable efforts to provide notice to such beneficial owners by making additional copies of the Notice Package available to any record holder who, before the Settlement Hearing, requests the same for distribution to beneficial owners.

10. In accordance with the Scheduling Order, Plaintiffs' Counsel or the Settlement Administrator shall also cause the Summary Notice to be published over *PR Newswire*.

11. Any and all Notice and Administration Costs shall be paid from the Settlement Fund, regardless of the form or manner of notice approved or directed by the Court and regardless of whether the Court declines to approve the Settlement or the Effective Date otherwise fails to occur. In no event shall Plaintiffs, the Released Defendant Parties, or any of their attorneys have any liability or responsibility for the Notice and Administration Costs. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs actually paid or incurred up to the date of termination shall not be returned or repaid to Defendants or their insurers.

IV. DISTRIBUTION OF THE NET SETTLEMENT FUND

12. Except as otherwise ordered by the Court, all Class Members who fail to timely submit a Proof of Claim and Release within the period provided for in the Notice, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments pursuant to the Stipulation and the Settlement set forth herein, but will in all other respects be subject to and bound by the provisions of the Stipulation, the releases contained herein, and the Judgment. Notwithstanding the foregoing, Plaintiffs' Counsel shall have the discretion (but not the obligation) to accept for processing late-submitted claims so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby. No Person shall have any claim against Plaintiffs, Plaintiffs' Counsel, or the Settlement Administrator by reason of the exercise or non-exercise of such discretion.

13. As soon as practicable after the Effective Date, the Settlement Administrator shall distribute the Net Settlement Fund to Authorized Claimants as set forth in this Section IV and in accordance with the Plan of Allocation substantially in the form set forth in the Notice or as otherwise approved by the Court.

14. The Net Settlement Fund will be allocated and 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 Authorized Claimant's Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund (the "Initial Distribution"). 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.

15. Plaintiffs and Defendants shall work together in good faith and shall use reasonable best efforts to identify information necessary for the distribution of the Net Settlement Fund, including:

(a) Defendants' Counsel shall instruct Defendants that Excluded Persons are not entitled to submit a claim to receive payment out of the Net Settlement Fund.

(b) No later than ten (10) business days after execution of this Stipulation, Defendants shall provide to the Settlement Administrator, in an electronically searchable form, such as Excel, a list containing the names of the

Excluded Persons, and for each of the Excluded Persons: (i) the number of shares of FTAC II Class A Common Stock owned by the Excluded Persons as of the Redemption Deadline; and (ii) if applicable, the name and “DTC Number” of the financial institution(s) where his, her, or its shares of FTAC II Class A Common Stock were held and the number of shares of FTAC II Class A Common Stock that were held at each such financial institution(s), the account number(s) at such financial institution(s) where his, her, or its shares of FTAC II Class A Common Stock were held, and the number of shares of FTAC II Class A Common Stock held in each such account(s).

(c) The Settlement Administrator and, to the extent they obtain access to the stockholder or Excluded Persons information obtained through ¶¶ 5 and 15(a)-(b) of this Stipulation, Plaintiffs’ Counsel, shall use the stockholder or Excluded Persons information solely for the purpose of administering the Settlement as set forth in this Stipulation, and not for any other purpose, and shall not disclose the stockholder or Excluded Persons information to any other party except as necessary to administer the Settlement or as required by law.

16. If there is any balance remaining in the Net Settlement Fund within a reasonable amount of time after distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, amounts returned by Excluded Persons who erroneously receive settlement payments, or otherwise), the Settlement

Administrator shall, if economically feasible, distribute such balance among the Authorized Claimants who received and deposited the Initial Distribution, in the same manner as the Initial Distribution. If the cost of making such a further distribution or distributions is unreasonably high relative to the amount remaining in the Net Settlement Fund, Plaintiffs' Counsel may instruct the Settlement Administrator to distribute any balance which still remains in the Net Settlement Fund, after provision for all anticipated taxes and other expenses, to the Delaware Combined Campaign for Justice. Neither the Released Defendant Parties nor their indemnitors or insurers shall have any reversionary interest in the Net Settlement Fund.

17. The Net Settlement Fund shall be distributed to eligible Class Members only after the Effective Date of the Settlement and after all Notice and Administration Costs, all Taxes and Tax Expenses, and any Fee and Expense Award have been paid from the Settlement Fund or reserved.

18. Payment pursuant to the Plan of Allocation or other such plan of allocation as may be approved by the Court shall be final and conclusive against all Class Members. Plaintiffs, the Released Defendant Parties, the Company and their respective counsel shall have no liability whatsoever for: (i) the determination, administration, or investment of the Settlement Fund or the Net Settlement Fund; (ii) the calculation or distribution of any payment from the Net Settlement Fund; (iii)

the performance or nonperformance of the Settlement Administrator, Escrow Agent, or any nominee holding shares on behalf of a Class Member; and (iv) the determination, administration, payment, or withholding of Taxes (including interest and penalties) owed by the Settlement Fund; or any losses incurred in connection with any of the foregoing.

19. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, Defendants, the Released Defendant Parties, and any other person or entity who or which paid any portion of the Settlement Amount shall have no right to the return of the Settlement Amount or any portion thereof for any reason whatsoever, including the inability to locate Class Members or the failure of Authorized Claimants to deposit settlement funds distributed by the Settlement Administrator.

20. 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. No Party may cancel or terminate the Settlement (or this Stipulation) based on this Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in this Action. Defendants shall not object in any way to the Plan of Allocation or any other plan of allocation in this Action and shall not have

any involvement with the implementation of the Court-approved plan of allocation except as explicitly provided herein.

21. All proceedings with respect to the administration of the Settlement and distribution pursuant to the proposed Plan of Allocation or other such plan of allocation as may be approved by the Court shall be subject to the exclusive jurisdiction of the Court.

22. Defendants and the Company shall have no input, responsibility, or liability for any claims, payments, or determinations by the Settlement Administrator concerning the distribution of the Settlement Fund, except to provide information as required in ¶¶ 5 and 15(a)-(b) of this Stipulation.

V. THE ESCROW AGENT

23. The Escrow Agent shall invest the Settlement Fund, deposited pursuant to ¶ 2 above, 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 in money funds holding only instruments backed by the full faith and credit of the United States Government, and shall reinvest the proceeds of these instruments at their then-current market rates. The Settlement Fund shall bear all risks related to the investment of the Settlement Amount.

24. The Escrow Agent shall not disburse the Settlement Fund except as provided in this Stipulation, by an order of the Court, or with the written agreement of Plaintiffs' Counsel and Defendants' Counsel.

25. Subject to further order and/or direction as may be made by the Court, the Escrow Agent is authorized to execute such transactions on behalf of the Class as are consistent with the terms of this Stipulation.

VI. SCOPE OF THE SETTLEMENT AND RELEASES

26. Upon entry of the Judgment approving the Settlement as between all Parties, the Action shall be dismissed with prejudice, on the merits, and without costs. Notwithstanding any other provision herein, nothing in this Stipulation, the Judgment, or the Settlement shall affect any Defendant's right or entitlement to advancement or indemnification from any other Defendant or third party in connection with the Action and/or the Settlement, or any claim that any Defendant may have against any of his, her, its, or the Company's insurers. Each Defendant reserves all rights.

27. Upon the Effective Date, Plaintiffs and each and every Class Member, on behalf of themselves and any and all of their respective predecessors, successors, assigns, agents, representatives, trustees, executors, administrators, estates, heirs, and transferees, whether immediate or remote, shall and shall be deemed to have fully, finally, and forever released, relinquished, settled, and discharged the

Released Defendant Parties from and with respect to every one of Released Plaintiffs' Claims on the terms and conditions set forth herein, 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.

28. 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 to the fullest extent permitted by law, including in light of the releases set forth in ¶ 27 of this Stipulation, the other Released Defendant Parties, shall or shall be deemed to have fully, finally, and forever released, settled, and discharged the Released Plaintiffs Parties from and with respect to every one of the Released Defendants' Claims on the terms and conditions set forth herein, 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 Plaintiffs Parties.

VII. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR APPROVAL

29. As soon as practicable after this Stipulation has been executed, the Parties shall jointly apply to the Court for entry of the Scheduling Order, substantially in the form attached hereto as Exhibit A, providing for, among other things: (i) the dissemination of the Notice Package, which includes the Notice

(including the Plan of Allocation) and the Proof of Claim and Release, substantially in the forms attached hereto as Exhibits B and B-1, and the Summary Notice, attached hereto as Exhibit C; and (ii) the scheduling of the Settlement Hearing to consider: (a) the proposed Settlement; (b) the joint request of the Parties that the Judgment be entered in all material respects in the form attached hereto as Exhibit D; (c) Plaintiffs' Counsel's Fee Application (defined below); and (d) any objections to any of the foregoing. Plaintiffs agree to take all reasonable and appropriate steps to seek and obtain entry of the Scheduling Order.

30. If the Settlement Administrator does not receive the FTAC II stockholder and Excluded Persons information responsive to ¶¶ 5 and 15(a)-(b) of this Stipulation within the time period set forth in ¶¶ 5 and 15(a)-(b) after execution of this Stipulation, then Plaintiffs' Counsel may seek a postponement or adjournment of the Settlement Hearing for a period reasonably sufficient for the Settlement Administrator to obtain the missing information; provided, however, that if the Settlement Hearing has been postponed or adjourned and the Settlement Administrator does not receive all of FTAC II stockholder and Excluded Persons information responsive to ¶¶ 5 and 15(a)-(b) of this Stipulation within six months of the date of this Stipulation, the Parties shall confer in good faith, including with respect to an alternative plan of allocation of the Settlement Fund to be presented to

the Court, and seek to schedule as promptly as practicable the Settlement Hearing and obtain Court approval of the Stipulation and the Settlement.

31. The Parties agree to (i) use their individual and collective best efforts to obtain Court approval of the Stipulation; (ii) use their individual and collective best efforts to effect, take, or cause to be taken all actions, and to do, or cause to be done, all things reasonably necessary, proper, or advisable under applicable laws, regulations, and agreements to consummate and make effective, as promptly as practicable, the Stipulation provided for hereunder and the entry of the Judgment; and (iii) use their individual and collective best efforts to cooperate fully with one another in seeking the Court's approval of this Stipulation, including jointly requesting at the Settlement Hearing that the Judgment be entered, and using their individual and collective best efforts to obtain a Final Judgment in the form attached hereto as Exhibit D.

32. The Parties hereby agree to stay the proceedings in the Action, to file no further actions against the Released Plaintiffs Parties and the Released Defendant Parties asserting any Released Defendants' Claims or Released Plaintiffs' Claims, and to stay and not to initiate any and all other proceedings other than those incident to the Settlement itself, pending the occurrence of the Effective Date. The Parties' (and any third parties') respective deadlines to respond to any filed or served pleadings, motions, or discovery requests are extended indefinitely until the

Effective Date when they will be vacated. Any Party may inform the recipient of any subpoenas issued in connection with the Action (regardless of which Party issued the subpoena) that the proceedings in the Action are stayed pending approval of the Settlement and entry of the Judgment.

33. If, before the Settlement becomes Final, any action is filed in any court, arbitration tribunal, or administrative forum, or other forum of any kind, asserting a Released Plaintiffs' Claim, Plaintiffs agree to cooperate in good faith with any and all reasonable actions by Defendants and/or the Company seeking a stay or dismissal of such action or proceeding and preventing and opposing entry of any interim or final relief against the Released Defendant Parties and/or the Company in any such action or proceeding.

34. Notwithstanding Paragraphs VII.32 and VIII.33, nothing herein shall in any way impair or restrict the rights of any Party to defend this Stipulation or the Settlement or to otherwise respond in the event any Person objects to this Stipulation, the Settlement, the Order and Final Order, the Fee and Expense Award, or the Plan of Allocation.

VIII. CONDITIONS OF SETTLEMENT

35. The Settlement shall be subject to the following conditions, which the Parties shall use their best efforts to obtain:

(a) the entry of the Scheduling Order in all material respects in the form attached hereto as Exhibit A;

(b) the deposit of the Settlement Amount in the Escrow Account in accordance with ¶ 2 above;

(c) the entry of the Judgment in all material respects in the form attached hereto as Exhibit D, including Releases substantially in the form set out herein, and dismissal of the Action with prejudice;

(d) the absence of any adjustment to the Court's prior certification of the Class as a non-opt-out class, and continued existence of the Class as defined by the Court's February 28, 2026 order; and

(e) the occurrence of the Effective Date.

IX. ATTORNEYS' FEES AND EXPENSES

36. Plaintiffs' Counsel will apply for a Fee and Expense Award (the "Fee Application") to include an award of attorneys' fees in an amount not to exceed 30% of the net Settlement Amount after reimbursement of expenses incurred in connection with the Action, to be determined by the Court and paid solely from the Settlement Fund, 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.

37. Plaintiffs' Counsel's Fee Application has not been discussed by, and is not subject of any agreement between, Defendants and Plaintiffs other than what is set forth in this Stipulation. Any Fee and Expense Award shall be determined by the Court.

38. 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.

39. Plaintiffs' Counsel may apply to the Court for a representative party award to each Plaintiff not to exceed \$15,000, payable out of any Fee and Expense Award. Plaintiffs' Counsel warrant that no portion of any Fee and Expense Award shall be paid to Plaintiffs or any Class Member, except as approved by the Court.

40. The Fee and Expense Award shall be payable to Plaintiffs' Counsel from the Settlement Fund immediately upon entry of an order by the Court granting the Fee and Expense Award. In the event that: (i) the Effective Date does not occur; (ii) this Stipulation is disapproved, canceled, or terminated pursuant to its terms; (iii) the Settlement otherwise does not become Final for any reason; or (iv) the Fee and Expense Award is disapproved, reduced, reversed, or otherwise modified, as a result of any further proceedings, including any successful collateral attack, then Plaintiffs' Counsel shall, within ten (10) business days after Plaintiffs' Counsel receives notice of any such failure of the Effective Date to occur, termination of this

Stipulation, failure of the Settlement to become Final, or disapproval, reduction, reversal, or other modification of the Fee and Expense Award, return to the Escrow Account, as applicable, either the entirety of the Fee and Expense Award or the difference between the attorneys' fees and expenses awarded by the Court in the Fee and Expense Award, and any attorneys' fees and expenses ultimately and finally awarded on appeal, further proceedings on remand, or otherwise. For the avoidance of doubt, no Court order or reversal on appeal of any order concerning the Plan of Allocation or the Fee and Expense Award shall operate to terminate or cancel this Stipulation and/or the Settlement, or constitute grounds for termination or cancellation of this Stipulation and/or the Settlement.

41. The disposition of the Fee Application is not a material term of this Stipulation, and it is not a condition of this Stipulation that such application be granted or that any Fee and Expense Award be made. The Fee Application may be considered separately from the proposed Stipulation.

42. Released Defendant Parties shall have no input into, or responsibility or liability for, Plaintiffs' Counsel's allocation of the Fee and Expense Award.

X. THE ESCROW ACCOUNT AND TAXES

43. The Parties agree as follows:

(a) The Parties and the Escrow Agent agree to treat the Settlement Fund as being at all times a "qualified settlement fund" within the

meaning of Treas. Reg. § 1.468B-1, and the regulations promulgated thereunder. The Parties and the Escrow Agent further agree that the Settlement Fund shall be established pursuant to the Court’s subject matter jurisdiction within the meaning of Treas. Reg. § 1.468B-1(c)(1). In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this ¶ 43, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent 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.

(b) For the purpose of § 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” (as defined in Treas. Reg. § 1.468B-2(k)(3)) shall be the Escrow Agent. The Escrow Agent shall timely and properly file all informational and other federal, state, or local tax returns necessary or advisable with respect to the earnings on the Settlement Fund (including the returns described in Treas. Reg. § 1.468B-2(k)). Such returns (as well as the elections described in ¶ 43(a) hereof) shall be consistent with this ¶ 43 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 ¶ 43(c) hereof.

(c) Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court, and the Escrow Agent shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(l)(2)). Released Defendant Parties and their counsel shall have no responsibility or liability for any Taxes, Tax Expenses, administration of Taxes and Tax Expenses, or any acts or omissions of the Escrow Agent (or its agents). The Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this ¶ 43.

XI. TERMINATION OF SETTLEMENT; EFFECT OF TERMINATION

44. Plaintiffs and Defendants (as a Defendant group that unanimously agrees amongst themselves) shall each have the right (but not the obligation) to terminate the Settlement and this Stipulation by providing written notice of their election to do so to all other Parties within ten (10) business days of: (i) the Court's

declining to enter the Scheduling Order in any material respect; (ii) the Court's declining to enter the Judgment approving the Settlement, in any material respect; (iii) modification or reversal of the Judgment approving the Settlement, in any material respect on or following reargument, reconsideration, rehearing, appellate review, remand, collateral attack, or other proceedings; or (iv) failure to satisfy any of the other conditions of Section IIX.

45. Neither a modification nor a reversal on appeal of the Fee and Expense Award or the Plan of Allocation shall be deemed a material modification of the Judgment or this Stipulation, shall operate to terminate or cancel this Stipulation and/or the Settlement, or shall constitute ground for termination or cancellation of this Stipulation and/or the Settlement. If the Effective Date does not occur, this Stipulation is disapproved, canceled, or terminated pursuant to its terms, or the Settlement otherwise does not become Final for any reason, then: (i) the Settlement and this Stipulation (other than Section XI and Section XIII) shall be canceled and terminated; (ii) any judgment entered in the Action and any related orders entered by the Court shall in all events be treated as vacated, *nunc pro tunc*; (iii) the Releases provided under the Settlement shall be null and void; (iv) the fact of, and negotiations and other discussions leading to, the Settlement shall not be admissible in any proceeding before any court or tribunal; (v) all proceedings in the Action shall revert to their status before the Settlement; (vi) the Parties shall proceed in all respects as

if the Settlement and this Stipulation (other than this Paragraph) had not been entered into by the Parties; and (vii) the Settlement Amount (including any accrued interest thereon in the Escrow Account), less any Notice and Administration Costs and Taxes and Tax Expenses actually incurred and paid or payable, and including any Fee and Expense Award or portion thereof required to be returned to the Escrow Account by Plaintiffs' Counsel pursuant to ¶ 40 above, shall be refunded by the Escrow Agent, within fifteen (15) business days after such cancellation or termination, directly to the Parties who made payments pursuant to ¶ 2(a), (b) of this Stipulation in amounts set forth by Defendants' Counsel to the Escrow Agent.

46. Each Defendant warrants and represents as to himself, herself, or itself only, that he, she, or it is not "insolvent" within the meaning of 11 U.S.C. § 101(32) as of the time this Stipulation and as of the time the payments of the Settlement Amount are to be transferred or made as reflected in the Stipulation. In the event of a final order of a court of competent jurisdiction, not subject to any further proceedings, determining the transfer of the Settlement Fund, or any portion thereof, by or on behalf of any Defendant to be a preference, voidable transfer, fraudulent transfer or similar transaction under Title 11 of the United States Code (Bankruptcy) or applicable state law and any portion thereof is required to be refunded and such amount is not promptly deposited in the Settlement Fund by or on behalf of any other Defendant, then, at the election of Plaintiffs' Counsel, as to the Defendant as to

whom such order applies, the Settlement may be terminated and the releases given and the judgment(s) entered in favor of such Defendant pursuant to the Settlement shall be null and void. In such an instance, the releases given and the judgment(s) entered in favor of other Defendants shall remain in full force and effect. Alternatively, Plaintiffs' Counsel may elect to terminate the entire Settlement as to all Defendants and all of the releases given and the judgment(s) entered in favor of the Defendants pursuant to the Settlement shall be null and void and Plaintiffs may proceed as if the Settlement were never entered into.

XII. NO ADMISSION OF WRONGDOING

47. It is expressly understood and agreed that Defendants deny any and all allegations of wrongdoing, fault, breach of duty, liability, or damage in connection with the Action and the Settlement. Nothing in this Stipulation (whether or not consummated) shall be deemed or argued to be evidence of, or to constitute an admission or concession by Defendants, as to: (i) the truth of any fact alleged by Plaintiffs; (ii) the validity of any claims or other issues raised, or which might be or might have been raised, in the Action or in any other proceeding; (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any other proceeding; or (iv) any wrongdoing, fault, or liability of any kind by any of them, which each of them expressly denies.

48. The Parties further mutually covenant that neither this Stipulation, nor the fact or any terms of the Settlement, or any communications relating thereto, is evidence of, or an admission or concession by Plaintiffs, any Class Member, any of the Released Plaintiffs Parties, any of Defendants, or any of the Released Defendant Parties of, any fault, liability, or wrongdoing whatsoever, or as to the validity or merit of any claim or defense alleged or asserted in any proceeding, including the Action. Accordingly, neither the Settlement, the Stipulation, any terms of this Stipulation, any negotiations or proceedings in connection therewith, nor any documents or statements referred to herein or therein, (i) shall (a) be argued to be, used, or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury, or damages, or of any wrongful conduct, act, or omission on the part of any of the Released Defendant Parties or Released Plaintiffs Parties, or of any infirmity of any defense, or of any damage to Plaintiffs or any other Class Member, or any lack of merit of any claim, or lack of damages to Plaintiffs or any other Class Member, or (b) otherwise be used to create or give rise to any inference or presumption against any of the Released Defendant Parties or Released Plaintiffs Parties concerning any fact or any purported liability, fault, or wrongdoing of the Released Defendant Parties or Released Plaintiffs Parties or any injury, or damages to any person or entity, or (ii) shall otherwise be admissible, referred to, or used in

any proceeding of any nature, for any purpose whatsoever; provided, however, that the Judgment may be introduced in any proceeding subject to Delaware Rule of Evidence 408 and any and all other state and federal law corollaries thereto, whether in the Court or otherwise, as may be necessary to argue and establish that the Judgment has *res judicata*, collateral estoppel, or other issue or claim preclusion effect or to otherwise consummate or enforce the Settlement and Judgment or to secure any insurance rights or proceeds of any of the Released Defendant Parties or Released Plaintiffs Parties or as otherwise required by law.

XIII. MISCELLANEOUS PROVISIONS

49. The Parties represent and agree that the terms of the Settlement were negotiated at arm's length and in good faith, with the assistance of the Mediator, and reflect a settlement that was reached voluntarily based upon adequate information, sufficient discovery, and after consultation with experienced legal counsel. The Parties agree that throughout the course of the litigation, all parties and their counsel complied with the provisions of Delaware Court of Chancery Rule 11. Accordingly, the Parties 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.

50. All of the Exhibits attached hereto (the "Exhibits") are material and integral parts of the Stipulation and shall be incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, if there exists a conflict or

inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto, the terms of this Stipulation shall prevail.

51. This Stipulation and the Exhibits constitute the entire agreement between Plaintiffs, on the one hand, and Defendants, on the other hand, with respect to the Settlement and supersede any prior agreements among Plaintiffs, on the one hand, and Defendants, on the other hand, with respect to the Settlement. No representations, warranties, or inducements have been made to or relied upon by any party concerning this Stipulation or its Exhibits, other than the representations, warranties, and covenants expressly set forth in such documents.

52. This Stipulation is and shall be binding upon and shall inure to the benefit of the Released Defendant Parties, the Released Plaintiffs Parties (including the Class Members), and the respective legal representatives, heirs, executors, administrators, transferees, successors, and assigns of all such foregoing persons and entities and upon any corporation, partnership, or other entity into or with which any of the foregoing may merge, consolidate, or reorganize.

53. This Stipulation may not be amended or modified, nor may any of its provisions be waived, except by written instrument signed by Plaintiffs' Counsel and the Defendants' Counsel, or their successors-in-interest.

54. The waiver by Plaintiffs or Defendants of any breach of this Stipulation shall not be deemed a waiver of any other prior or subsequent breach of any provision of this Stipulation.

55. Plaintiffs represent and warrant that Plaintiffs are Class Members and that none of Plaintiffs' claims or causes of action referred to in this Stipulation have been assigned, encumbered, or otherwise transferred in whole or in part.

56. Each Party represents and warrants that the Party has made such investigation of the facts pertaining to the Settlement provided for in this Stipulation, and all of the matters pertaining thereto, and has been advised by counsel, as the Party deems necessary and advisable.

57. Each counsel signing this Stipulation warrants that such counsel has been duly empowered and authorized to sign this Stipulation on behalf of his or her client(s).

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

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

60. Without further order of the Court, Plaintiffs and Defendants may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

61. To the extent permitted by law, all agreements made and orders entered during the course of the Action related to the confidentiality of documents or information shall survive this Stipulation.

62. This Stipulation may be executed in one or more counterparts by electronic signature, email, PDF, fax, or original signature by any of the signatories hereto and as so executed shall constitute one agreement.

63. This Stipulation, the Settlement, and any and all disputes arising out of or relating in any way to this Stipulation or Settlement, whether in contract, tort, or otherwise, shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to its conflict of law principles. The Parties to this Stipulation will seek to resolve any such dispute in mediation before the Mediator in the first instance unless it implicates the rights of any other member of the Class or potential member of the Class. If the Parties to this Stipulation cannot resolve any such dispute in mediation, or the dispute implicates the rights of any other member of the Class or potential member of the Class, then the Delaware Court of Chancery, or if that Court shall be unavailable, any other court in the State of Delaware, shall be the exclusive forum for the adjudication of any disputes arising under this Stipulation. Solely with respect to the adjudication of any disputes arising

under this Stipulation, each Party accepts and consents to the jurisdiction of the identified courts and waives any objection to venue or inconvenience of such courts. Each Party consents to service of process by registered mail (with a copy to be delivered at the time of such mailing to counsel for each Party by electronic mail) upon such Party and/or such Party's agent for purposes of such action and waives any right to demand a jury trial as to such action.

64. The consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for an award of attorneys' fees and expenses to Plaintiffs' Counsel and enforcing the terms of this Stipulation.

65. Plaintiffs and Defendants agree that, in the event of any breach of this Stipulation, all of Plaintiffs' and Defendants' rights and remedies at law, equity, or otherwise are expressly reserved.

IN WITNESS WHEREOF, the undersigned counsel have executed this Stipulation on behalf of their client(s) as of August 28, 2026.

Of Counsel:

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Management, LLC, William P. Foley,
II, Richard N. Massey, Erika
Meinhardt, Mark D. Linehan, and C.
Malcolm Holland*



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

MICHAEL FARZAD and GREGORY PERRI,
Individually and on Behalf of All Others
Similarly Situated,

Plaintiffs,

v.

TRASIMENE CAPITAL FT, LP II,
TRASIMENE CAPITAL MANAGEMENT,
LLC, WILLIAM P. FOLEY, II, RICHARD N.
MASSEY, ERIKA MEINHARDT, MARK D.
LINEHAN, and C. MALCOLM HOLLAND,

Defendants.

C.A. No. 2023-0193-JTL

[PROPOSED] SCHEDULING ORDER

WHEREAS, the Parties plan to make an application, pursuant to Court of Chancery Rule 23(e), for an Order: (a) approving the proposed settlement (“Settlement”) of the above-captioned action (the “Action”) in accordance with a Stipulation and Agreement of Compromise, Settlement, and Release, dated August 28, 2026 (the “Stipulation”), entered into by and among: (i) plaintiffs Michael Farzad and Gregory Perri (“Plaintiffs”), on behalf of themselves and all other members of the Class (as defined herein), and (ii) defendants Trasimene Capital FT, LP II (the “Founder”), Trasimene Capital Management, LLC (the “Sponsor”), William P. Foley, II, Richard N. Massey, Erika Meinhardt, Mark D. Linehan, and C. Malcolm Holland (collectively, the “Defendants,” and with Plaintiffs, the “Parties”

and each a “Party”); and (b) dismissing the Action with prejudice upon the terms and conditions set forth in the Stipulation;

WHEREAS, the Stipulation contemplates the absence of any adjustment to the Court’s prior certification of the Class as a non-opt-out class, and continued existence of the Class as defined by the Court’s February 28, 2026 order granting class certification;

WHEREAS, the Court has read and considered the Stipulation and the accompanying documents, and the Court has determined that the Stipulation is sufficient to warrant notice to Class (as defined below); and

WHEREAS, the Parties have consented to the entry of this Order;

NOW, THEREFORE, IT IS HEREBY ORDERED this ____ day of _____, 2026, that:

1. Except for terms defined herein, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Order.

2. For purposes of the Settlement only, and pending the Settlement Hearing (defined below), in accordance with the Court’s February 28, 2026 order granting class certification, the Action shall be maintained as a non-opt-out class action pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) on behalf of the following class (the “Class”):

All Persons who held shares of FTAC II Class A common stock as of the redemption deadline on March 23, 2021, either of record or

beneficially, and who were entitled to, but did not, redeem all of their shares, including their heirs and successors who obtained their shares by operation of law. Excluded from the Class are: (i) Defendants, as well as the members of their immediate families, and any entity in which any of them has a controlling interest, and the legal representatives, heirs, successors, or assignees of any such excluded party; and (ii) any trusts, estates, entities, or accounts that held shares of FTAC II Class A or Class B common stock for the benefit of any of the foregoing.

For purposes of Settlement only, in accordance with the Court's February 28, 2026 order granting class certification, Plaintiffs shall continue to serve as representatives of the Class, Robbins Geller Rudman & Dowd LLP and Robbins LLP shall continue to be designated as Co-Lead Counsel for the Class, and Andrews & Springer LLC shall continue to be designated as Additional Counsel for the Class.

3. A hearing (the "Settlement Hearing") shall be held on _____, 2026, at _____.m., either in person at the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, or remotely by telephone or videoconference (in the discretion of the Court), to:

(i) determine whether the Court should approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class;

(ii) determine whether the Order and Final Judgment should be entered pursuant to the Stipulation, dismissing with prejudice the claims asserted in the Action, releasing the Released Plaintiffs' Claims and Released Defendants'

Claims against the respective released parties, and barring and enjoining prosecution of any and all released claims against any and all respective released parties;

(iii) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved;

(iv) consider Plaintiffs' Counsel's application for a Fee and Expense Award, including any application for a representative party award to Plaintiffs;

(v) hear and determine any objections to the Settlement, the Plan of Allocation, and/or Plaintiffs' Counsel's application for a Fee and Expense Award, including any application for a representative party award to Plaintiffs; and

(vi) rule on such other matters as the Court may deem appropriate.

4. The Court reserves the right to adjourn the Settlement Hearing or any adjournment thereof, including the consideration of the application for the Fee and Expense Award, including any application for a representative party award to Plaintiffs, without further notice of any kind other than oral announcement at the Settlement Hearing or any adjournment thereof, and retains jurisdiction over the Action to consider all further applications arising out of or connected with the proposed Settlement.

5. The Court reserves the right to approve the Settlement at or after the Settlement Hearing, according to the terms and conditions of the Stipulation, as it may be modified by the Parties, without further notice to Class Members. Further,

the Court may render its judgment and order the payment of the Fee and Expense Award, including any representative party award to Plaintiffs, at or after the Settlement Hearing, with such modifications as may be consented to by the Parties and without further notice of any kind.

6. The Court may decide to hold the Settlement Hearing by telephone or videoconference without notice to the Class. If the Court orders that the Settlement Hearing be conducted by telephone or videoconference, that decision will be posted on the Settlement website, www.FTACIIStockholderSettlement.com. Any Class Member (or his, her, or its counsel) who wishes to appear at the Settlement Hearing should consult the Court's docket and/or the Settlement website for any change in date, time, or format of the Settlement Hearing.

7. The Court approves JND Legal Administration as the Settlement Administrator to provide notice to the Class and administer the Settlement, including the allocation and distribution of the Settlement Fund.

8. The Court approves, in form and content, the Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear (the "Notice"), including the Plan of Allocation, attached as Exhibit B to the Stipulation, the Proof of Claim and Release Form, attached as Exhibit B-1 to the Stipulation (together with the Notice, the "Notice Package"), and the Summary Notice of Pendency and Proposed Settlement of Stockholder Class Action,

Settlement Hearing, and Right to Appear, attached as Exhibit C to the Stipulation (the “Summary Notice”), and finds that the mailing of the Notice Package and publication of the Summary Notice in substantially the manner and form set forth in this Order meets the requirements of Court of Chancery Rule 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

9. Defendants shall use reasonable best efforts to, not later than twenty (20) business days after the Court’s entry of this Order, at no cost to the Settlement Fund, Plaintiffs’ Counsel, or the Settlement Administrator, cause to be provided to Plaintiffs’ Counsel or the Settlement Administrator in an electronically searchable form, such as Microsoft Excel, the Securities Transfer Records. At the request of the Company or Defendants, the Settlement Administrator may obtain such Securities Transfer Records on their behalf.

10. No less than sixty (60) calendar days before the Settlement Hearing (“Notice Date”), the Settlement Administrator shall mail, or cause to be mailed, by first-class U.S. mail or other mail service if mailed outside the United States, postage prepaid, the Notice Package to: (i) each identified Class Member at their last known address, including to record holders of stock who held such stock on behalf of beneficial owners; and (ii) other entities known to the Settlement Administrator which commonly hold securities in “street name” as nominees for the benefit of their

customers who are beneficial purchasers of securities. All record holders of stock who held such stock on behalf of beneficial owners and who receive the Notice Package shall be requested, within seven (7) calendar days of receipt of the Notice Package, to either (i) forward copies of the Notice Package to their beneficial owners, or (ii) provide the Settlement Administrator with lists of the names, last known addresses and email addresses (to the extent known) of such beneficial owners, in which case the Settlement Administrator is directed to send the Notice Package promptly to such identified beneficial owners. Nominee holders who elect to send the Notice Package to their beneficial owners shall send a statement to the Settlement Administrator confirming that the mailing was made as directed. Plaintiffs' Counsel and the Settlement Administrator shall use reasonable efforts to provide notice to such beneficial owners by making additional copies of the Notice Package available to any record holder who, before the Settlement Hearing, requests the same for distribution to beneficial owners. Upon full compliance with this Order, such nominees may seek reimbursement of their reasonable expenses actually incurred in complying with this Order by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought.

11. No later than the Notice Date, the Settlement Administrator shall cause the Stipulation and the Notice to be posted on the Settlement Website,

www.FTACIIStockholderSettlement.com, from which copies of the Notice and the Stipulation may be downloaded.

12. No later than the Notice Date, Plaintiffs' Counsel or the Settlement Administrator shall cause the Summary Notice, substantially in the form attached as Exhibit C to the Stipulation, to be published over *PR Newswire*.

13. The Parties will work together in good faith and shall use reasonable best efforts to identify information necessary for distribution of the Net Settlement Fund, including:

(a) No later than twenty (20) business days after the Court's entry of this Order, Defendants' Counsel shall instruct Defendants that Excluded Persons are not entitled to submit a claim to receive payment out of the Net Settlement Fund.

(b) No later than ten (10) business days after execution of the Stipulation, Defendants shall provide to the Settlement Administrator, in an electronically searchable form, such as Excel, a list containing the names of the Excluded Persons, and for each of the Excluded Persons: (i) the number of shares of FTAC II Class A Common Stock owned by the Excluded Person as of the Redemption Deadline; and (ii) if applicable, the name and "DTC Number" of the financial institution(s) where his, her, or its shares of FTAC II Class A Common Stock were held and the number of shares of FTAC II Class A Common Stock that were held at each such financial institution(s), the account number(s) at such

financial institution(s) where his, her, or its shares of FTAC II Class A Common Stock were held, and the number of shares of FTAC II Class A Common Stock held in each such account(s).

14. Any and all Notice and Administration Costs shall be paid in accordance with the Stipulation and without further order of the Court.

15. Plaintiffs shall file and serve their opening brief in support of the Settlement and the Fee and Expense Award, including any application by Plaintiffs for a representative party award, together with any supporting affidavit(s), no later than thirty (30) business days before the Settlement Hearing. Plaintiffs shall file with the Court at that time proof of mailing of the Notice Package.

16. Class Members who wish to participate in the Settlement and to be eligible to receive a distribution from the Net Settlement Fund must complete and submit a Proof of Claim and Release Form in accordance with the instructions contained therein. Unless the Court orders otherwise, all Proof of Claim and Release Forms must be postmarked (if mailed), or submitted online via the Settlement website, no later than ninety (90) calendar days after the Notice Date. Notwithstanding the foregoing, Plaintiffs' Counsel shall have the discretion (but not the obligation) to accept for processing late-submitted claims so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby. By submitting a Proof of Claim and Release Form, a person or

entity shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its claim and the subject matter of the Settlement.

17. Unless the Court orders otherwise, any Class Member may enter an appearance in the Action, at the Class Member's own expense, individually or through counsel of the Class Member's own choice, by filing with the Register in Chancery and delivering a notice of appearance to Plaintiffs' Counsel and Defendants' Counsel, at the addresses set forth in Paragraph 18 below, such that it is received no later than ten (10) business days prior to the Settlement Hearing, or as the Court may otherwise direct. Any Class Member who does not enter an appearance will be represented by Plaintiffs' Counsel, and shall be deemed to have waived and forfeited any and all rights the Class Member may otherwise have to appear separately at the Settlement Hearing.

18. Any Class Member may file a written objection to the Settlement, the proposed Plan of Allocation, and/or Plaintiffs' Counsel's application for the Fee and Expense Award, including any application for a representative party award (an "Objector"), if the Class Member has any cause why the proposed Settlement, Plan of Allocation, and/or the application for the Fee and Expense Award, including any application for a representative party award, should not be approved; provided, however, that, unless otherwise directed by the Court for good cause shown, no Objector shall be heard or entitled to contest the approval of the terms and conditions

of the proposed Settlement, the Plan of Allocation, and/or the application for the Fee and Expense Award, including any application for a representative party award, unless that person or entity has filed a written objection with the Register in Chancery, Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, and served (electronically by File & ServeXpress, by hand, by first class U.S. mail, or by express service) copies of the objection upon each of the following counsel at the following mailing addresses such that it is received no later than ten (10) business days prior to the Settlement Hearing, with copies also emailed to the following counsel:

PLAINTIFFS' COUNSEL	
Gregory E. Del Gaizo Robbins LLP 5060 Shoreham Place, Suite 300 San Diego, CA 92122 gdelgaizo@robbinsllp.com	Erik W. Luedeke Robbins Geller Rudman & Dowd LLP 655 West Broadway, Suite 1900 San Diego, CA 92101 eluedeke@rgrdlaw.com
DEFENDANTS' COUNSEL	
Edward B. Micheletti Skadden, Arps, Slate, Meagher & Flom LLP One Rodney Square P.O. Box 636 Wilmington, DE 19899-0636 edward.micheletti@skadden.com	Patrick G. Rideout Skadden, Arps, Slate, Meagher & Flom LLP One Manhattan West New York, NY 10001-8602 patrick.rideout@skadden.com

Counsel for the Parties are directed to promptly furnish each other with copies of any and all objections that might come into their possession.

19. Any objections must: (i) identify the case name and civil action number, “*Farzad, et al. v. Trasimene Capital FT, LP II, et al.*, C.A. No. 2023-0193-JTL”; (ii) state the name, address, and telephone number of the Objector and, if represented by counsel, the name, address, and telephone number of the Objector’s counsel; (iii) be signed by the Objector; (iv) contain a specific, written statement of the objection(s) and the specific reason(s) for the objection(s), including any legal and evidentiary support the Objector wishes to bring to the Court’s attention, and if the Objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the identity of any witnesses the Objector may call to testify and any exhibits the Objector intends to introduce into evidence at the Settlement Hearing; and (v) include documentation sufficient to prove that the Objector is a member of the Class. Documentation establishing that an Objector is a member of the Class must consist of copies of monthly brokerage account statements or an authorized statement from the Objector’s broker containing the transactional and holding information found in an account statement. Plaintiffs’ Counsel may request that the Objector submit additional information or documentation sufficient to prove that the Objector is a Class Member.

20. Any Person who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising any objection in the Action or otherwise contesting

the Settlement, the Plan of Allocation, or the application for the Fee and Expense Award, including any application for a representative party award, in the Action, and will otherwise be bound by the Order and Final Judgment to be entered and the releases to be given. Class Members who do not object need not appear at the Settlement Hearing or take any other action to indicate their approval.

21. Not later than five (5) business days before the Settlement Hearing, the Parties may file any reply in response to any objections to the Settlement and Plaintiffs' Counsel may file any reply in response to any objections to the Plan of Allocation or Plaintiffs' Counsel application for the Fee and Expense Award, including any application by Plaintiff for a representative party award.

22. If the Court approves the Settlement provided for in the Stipulation following the Settlement Hearing, the Court shall enter an Order and Final Judgment substantially in the form attached as Exhibit D to the Stipulation.

23. In the event that: (a) the Court declines, in any material respect, to enter the Order and Final Judgment provided for in the Stipulation and any one of the Parties fails to consent to the entry of another form of order in lieu thereof; (b) the Court disapproves the Settlement proposed in the Stipulation, including any amendments thereto agreed upon by all of the Settling Parties; or (c) the Court approves the Settlement proposed in the Stipulation or any amendment thereto approved by all of the Parties, but such approval is reversed or substantially modified

on appeal and such reversal or modification becomes final by a lapse of time or otherwise; then, in any of such events, the Stipulation, the Settlement proposed in the Stipulation (including any amendments thereof), any actions taken or to be taken with respect to the Settlement proposed in the Stipulation, and the Order and Final Judgment to be entered shall be of no further force or effect, shall be null and void, and shall be without prejudice to any of the Parties, who shall be restored in all respects to their respective positions immediately prior to the agreement in principle reached on June 9, 2026, as provided in and subject to the terms of the Stipulation. For purposes of this provision, a disallowance, modification, or reversal of the fees and/or expenses sought by Plaintiffs or Plaintiffs' Counsel shall not be deemed a disapproval, modification, or reversal of the Settlement or the Order and Final Judgment.

24. If the Settlement is terminated as provided in the Stipulation, this Order shall be vacated, rendered null and void and be of no further force and effect, except as otherwise provided by the Stipulation, and this Order shall be without prejudice to the rights of Plaintiffs, the other Class Members, and Defendants, and Plaintiffs and Defendants shall revert to their status before the Settlement, as provided in the Stipulation.

25. The Stipulation, and any negotiations, statements, or proceedings in connection therewith, shall not be construed or deemed evidence of, a presumption,

concession, or admission by any released party or any other person of any fault, liability, or wrongdoing as to any facts or claims alleged or asserted in the Action or otherwise, or that Plaintiffs or Plaintiffs' Counsel, the Class, or any present or former stockholders of FTAC II or New Paysafe, or any other person, has suffered any damage attributable in any manner to any released party. The Stipulation, and any negotiations, statements, or proceedings in connection therewith, shall not be offered or admitted in evidence or referred to, interpreted, construed, invoked, or otherwise used by any person for any purpose in the Action or otherwise, except as may be necessary to enforce or obtain Court approval of the Settlement.

26. All proceedings in the Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, are hereby stayed and suspended until further order of this Court. Pending final determination of whether the Settlement should be approved, Plaintiffs and all members of the Class, and anyone acting or purporting to act on behalf of, in the stead of, as a representative of, or derivatively for, any Class Member, are hereby barred and enjoined from asserting, commencing, pursuing, prosecuting, assisting, instigating, maintaining, or in any way participating in any action asserting any of Released Plaintiffs' Claims against any of Released Defendant Parties.

27. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to Class Members.

IT IS HEREBY ORDERED this ____ day of _____, 2026.

Vice Chancellor J. Travis Laster



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

MICHAEL FARZAD and GREGORY PERRI,
Individually and on Behalf of All Others
Similarly Situated,

Plaintiffs,

v.

C.A. No. 2023-0193-JTL

TRASIMENE CAPITAL FT, LP II,
TRASIMENE CAPITAL MANAGEMENT,
LLC, WILLIAM P. FOLEY, II, RICHARD N.
MASSEY, ERIKA MEINHARDT, MARK D.
LINEHAN, and C. MALCOLM HOLLAND,

Defendants.

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

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

TO: ALL PERSONS WHO HELD SHARES OF FOLEY TRASIMENE ACQUISITION CORP. II ("FTAC II") CLASS A COMMON STOCK, WHO HELD SUCH STOCK AS OF MARCH 23, 2021 (THE "REDEMPTION DEADLINE"), EITHER OF RECORD OR BENEFICIALLY, AND WHO WERE ENTITLED TO, BUT DID NOT, REDEEM ALL OF THEIR SHARES, INCLUDING THEIR HEIRS AND SUCCESSORS WHO OBTAINED THEIR SHARES BY OPERATION OF LAW, BUT EXCLUDING: (I) DEFENDANTS, AS WELL AS THE MEMBERS OF THEIR IMMEDIATE FAMILIES, AND ANY ENTITY IN WHICH ANY OF THEM HAS A CONTROLLING INTEREST, AND THE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS, OR ASSIGNEES OF ANY SUCH EXCLUDED PARTY; AND (II) ANY TRUSTS, ESTATES, ENTITIES, OR ACCOUNTS THAT HELD SHARES OF FTAC II

CLASS A OR CLASS B COMMON STOCK FOR THE BENEFIT OF ANY OF THE FOREGOING (THE “CLASS”).¹

Notice of Pendency of Stockholder Class Action: Please be advised that your rights will be affected by the above-captioned stockholder class action (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”) if you were a public stockholder of FTAC II Class A common stock as of the Redemption Deadline.

Notice of Settlement: Please be advised that (i) Plaintiffs Michael Farzad and Gregory Perri (the “Plaintiffs”), on behalf of themselves and the Class (as defined herein); and (ii) Defendants Trasimene Capital FT, LP II (the “Founder”), Trasimene Capital Management, LLC (the “Sponsor”), William P. Foley, II, Richard N. Massey, Erika Meinhardt, Mark D. Linehan, and C. Malcolm Holland (the “Defendants”) (together with Plaintiffs, the “Parties,” and each a “Party”), have reached a proposed settlement for \$59,500,000.00 in cash (the “Settlement Amount”) as set forth in the Stipulation (the “Settlement”). The Settlement, if approved, will resolve all claims in the Action.

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

CLASS MEMBERS’ LEGAL RIGHTS IN THE SETTLEMENT:	
TO RECEIVE A PAYMENT FROM THE SETTLEMENT, <u>CLASS MEMBERS MUST SUBMIT A PROOF OF CLAIM AND RELEASE.</u>	If you are a member of the Class, you may be eligible to receive a distribution from the Settlement proceeds. Class Members <u>must</u> submit a Proof of Claim and Release such that it is submitted online or postmarked (if mailed) no later than _____, 2026, in order to receive a distribution from the Settlement, if approved by the Court. If you are eligible to receive a distribution from the Settlement,

¹ Any capitalized terms used in this Notice that are not otherwise defined in this Notice shall have the meanings given to them in the Stipulation and Agreement of Compromise, Settlement, and Release between Plaintiffs and Defendants, dated as of August 28, 2026 (the “Stipulation”). A copy of the Stipulation is available at www.FTACIIStockholderSettlement.com (the “Settlement Website”).

CLASS MEMBERS' LEGAL RIGHTS IN THE SETTLEMENT:	
	it will be paid to you directly. <i>See</i> Paragraphs 49-64 below for further discussion.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS <i>RECEIVED</i> NO LATER THAN ____, 2026.	If you are a member of the Class and would like to object to the proposed Settlement, the proposed Plan of Allocation, or Plaintiffs' Counsel's request for a Fee and Expense Award (defined in Paragraph 70 below), including Plaintiffs' request for a representative party award, you may write to the Court and explain the reasons for your objection.
ATTEND A HEARING ON ____, 2026, AT __:__.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS <i>RECEIVED</i> NO LATER THAN ____, 2026.	Filing a written objection and notice of intention to appear that is received by ____, 2026 allows you to speak in Court, at the discretion of the Court, about your objection. In the Court's discretion, the ____, 2026 hearing may be conducted by telephone or videoconference (<i>see</i> Paragraphs 71-72 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.

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WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to notify Class Members of the existence of the Action and the terms of the proposed Settlement. The Notice is also being sent to inform Class Members of a hearing that the Court has scheduled to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation for the Settlement proceeds, and the applications by Plaintiffs' Counsel for a Fee and Expense Award and by Plaintiffs for a representative party award in connection with the Settlement (the "Settlement Hearing"). See Paragraphs 71-72 below for details about the Settlement Hearing, including the location, date, and time of the hearing.

2. The Court directed that this Notice be mailed to you because you may be a member of the Class, and 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.

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

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

WHAT IS THIS CASE ABOUT?

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

4. Plaintiffs' claims in this Action concern Defendants' alleged impairment of FTAC II Class A common stockholders' right to make an informed redemption decision in connection with the business combination between FTAC II

Questions? Visit www.FTACIIStockholderSettlement.com or call toll-free at 1-877-926-1973

and Paysafe Limited (“Legacy Paysafe”) (the “Merger”). Plaintiffs allege that the Defendants, FTAC II’s sponsor, directors, and officers, were duty bound to act with loyalty to FTAC II stockholders in connection with the Merger, including by providing FTAC II stockholders with all material information related to their redemption decision in an honest and forthright manner. Plaintiffs allege, among other things, that: (i) Defendants prioritized their own personal, financial, and reputational interests over those of the Class Members in negotiating and approving the Merger; (ii) Defendants knew of, but ignored, various red flags regarding Legacy Paysafe; (iii) Defendants knowingly created inflated financial projections to support the Merger; (iv) FTAC II’s outside directors did not satisfy their duties to ensure the Merger was fair to public stockholders; (v) Defendants issued disclosure documents in support of the Merger that contained false or misleading statements and omissions; and (vi) Defendants’ alleged breaches of fiduciary duty, and Defendants’ unjust enrichment, harmed the Class by, among other things, dissuading Class Members from redeeming their stock. In this Action, Plaintiffs sought an award of damages to themselves and the Class, and/or injunctive relief and/or corresponding declaratory relief.

5. Defendants continue to believe that the claims asserted in the Action are without merit and deny any and all allegations of wrongdoing, fault, liability, causation, or damages with respect to Released Plaintiffs’ Claims, including, but not limited to, any allegations that: (i) Defendants or the dismissed Aiding and Abetting Defendants have committed any violations of law or breach of any duty owed to FTAC II stockholders; (ii) that entire fairness was the applicable standard of review; (iii) that the Merger was not entirely fair to, or in the best interests of, FTAC II stockholders; (iv) that Defendants have acted improperly in any way; (v) that Defendants have any liability or owe any damages of any kind to Plaintiffs and/or the Class; and/or (vi) 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 FTAC II’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 and in compliance with their fiduciary duties.

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

FACTUAL BACKGROUND

7. On July 17, 2020, FTAC II, 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.

8. On August 21, 2020, FTAC II consummated its initial public offering (the “IPO”) of 130,000,000 units at a price of \$10.00 per unit. Each unit consisted of one share of FTAC II common stock, and one-third of one redeemable warrant. Simultaneously with the IPO, FTAC II sold 18,666,667 private placement warrants (the “Private Placement Warrants”) to Trasimene Capital FT, LP II (the “Founder”) at a price of \$1.50 per warrant.

9. On or around August 26, 2020, the underwriters partially exercised an overallotment, with FTAC II selling an additional 16,703,345 units and 2,227,113 Private Placement Warrants.

10. The aggregate funds raised from the IPO (including the overallotment) and the proceeds of the sale of the Private Placement Warrants, totaling approximately \$1,467,033,450, were placed in a trust account. FTAC II public stockholders had the right to redeem all or a portion of their shares at approximately \$10 per-share prior to the close of a transaction between FTAC II and a target.

11. On December 7, 2020, FTAC II and Legacy Paysafe, Paysafe Merger Sub Inc., Paysafe Group Holdings Limited, Paysafe Bermuda Holdings LLC, and PI Jersey Holdco 1.5 Limited entered into an Agreement and Plan of Merger (the “Merger Agreement”) to form a publicly traded entity, Paysafe Ltd. (“New Paysafe”). FTAC II and Legacy Paysafe announced the Merger that same day.

12. On February 26, 2021, FTAC II filed with the U.S. Securities and Exchange Commission (the “SEC”) a 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 FTAC II stockholders. The Proxy informed stockholders of a special meeting to be held on March 25, 2021 (the “Special Meeting”), at which, among other things, stockholders would vote as to 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 March 23, 2021 – two business days before the Special Meeting (the “Redemption Deadline”).

13. Before the Special Meeting, out of the over 183 million Class A shares, there were only 98,846 redemptions of FTAC II Class A common stock (the “Redeeming Stockholders”), less than 0.00006 percent of Class A shares, who

exercised their right to redeem those shares and received their pro rata share of the trust proceeds.

14. On March 25, 2021, FTAC II stockholders voted to approve the Merger at the Special Meeting.

15. On March 30, 2021, the Merger was consummated (the “Closing”). Following the Closing, New Paysafe securities (common shares and warrants) began trading on the New York Stock Exchange under the ticker symbol “PSFE.”

16. On February 16, 2023, Farzad commenced this Action against the Defendants on behalf of himself and all other similarly situated former FTAC II stockholders by filing the Verified Class Action Complaint (the “Initial Complaint”) (Dkt. 1), asserting, among other things, claims against the Defendants for breach of fiduciary duty and unjust enrichment resulting from the alleged impairment of FTAC II stockholders’ redemption rights in connection with the Merger.

17. On April 24, 2023, Defendants filed a motion and opening brief seeking to dismiss the Initial Complaint (Dkt. 15).

18. On June 15, 2023, Plaintiffs filed the First Amended Class Action Complaint, adding Perri as a plaintiff and further detailing the claims against Defendants (the “First Amended Complaint”) (Dkt. 19).

19. On July 31, 2023, Defendants moved to dismiss the First Amended Complaint (Dkt. 21).

20. On January 31, 2024, following briefing and oral argument, the Court denied Defendants’ motion to dismiss the First Amended Complaint (Dkt. 29).

21. On March 15, 2024, Defendants answered the First Amended Complaint (Dkt. 33).

22. From March 2024 to February 2026, the Parties engaged in fact discovery: (i) Plaintiffs propounded, and Defendants each answered, requests for production of documents, interrogatories, and requests for admission; (ii) Plaintiffs served subpoenas *duces tecum* and *ad testificandum* on 22 third parties; (iii) Defendants propounded, and Plaintiffs each answered, requests for production of documents, interrogatories, and requests for admission; (iv) Defendants produced 35,298 documents, consisting of 260,792 pages; (v) Plaintiffs moved to compel the production of documents from two third parties; (vi) Plaintiffs produced 447 documents, consisting of 19,395 pages; (vii) third parties produced 195,253 documents, consisting of 1,444,153 pages; (viii) Plaintiffs took 20 fact depositions and deposed two additional third parties by writing question; and (ix) Defendants deposed each Plaintiff.

23. On May 28, 2025, Plaintiffs filed a Motion for Leave to File Verified Second Amended Class Action Complaint (the “Motion for Leave”) (Dkt. 141). On June 3, 2025, the Court granted Plaintiffs’ Motion for Leave (Dkt. 147).

24. On June 4, 2025, Plaintiffs filed the Verified Second Amended Class Action Complaint (the “SAC”) (Dkt. 152), adding claims for aiding and abetting breach of fiduciary duty and unjust enrichment against the CVC Defendants, the Blackstone Defendants, Paysafe, and former Legacy Paysafe CEO Phillip McHugh (collectively, the “Aiding and Abetting Defendants”) (Dkt. 152).

25. On July 8, 2025, the Aiding and Abetting Defendants moved to dismiss the SAC (Dkts. 165 and 166).

26. On September 5, 2025, Defendants served their answer to the SAC (Dkt. 190). Defendants disputed all allegations of wrongdoing against them, and asserted numerous defenses, including: (i) that they acted in good faith and in accordance with their duties; (ii) that their conduct should be reviewed under the deferential business judgment rule, because they did not materially mislead stockholders as to the redemption decision; (iii) that the Merger was entirely fair to FTAC II and its stockholders; (iv) that Plaintiffs’ claims are barred under 8 *Del. C.* §141(e) because Defendants relied in good faith on FTAC II’s employees, officers, and advisors; and (v) that Plaintiffs and the Class did not suffer any cognizable damages.

27. On October 22, 2025, the Parties participated in a full-day mediation before David Murphy, Esq., of Phillips ADR (the “Mediator”). Before and in connection with the mediation, the Parties exchanged written mediation submissions. The Mediation session concluded without a settlement agreement.

28. On October 23, 2025, following briefing and oral argument, the Court granted the Aiding and Abetting Defendants’ Motions to Dismiss for failure to satisfy the applicable statute of limitations (Dkts. 217 and 218).

29. On January 6, 2026, Plaintiffs filed a Motion for Class Certification (Dkt. 245).

30. From February 2026 to May 2026, the Parties engaged in expert discovery: (i) Defendants served the Expert Report of R. Glenn Hubbard on behalf of Defendants (Dkt. 266); (ii) Plaintiffs served the Expert Reports of Carl S. Saba and Matthew D. Cain (Dkt. 267); (iii) Defendants served the Expert Rebuttal Reports of Hubbard and Michiel C. McCarty (Dkt. 271); (iv) Plaintiffs served the Expert Rebuttal Reports of Saba and Cain (Dkt. 272); (v) Plaintiffs deposed McCarty and Hubbard; and (vi) Defendants deposed Cain and Saba.

31. On February 28, 2026, following briefing, the Court granted Plaintiffs' Motion for Class Certification, certifying the Class (as defined below), appointing Plaintiffs as the representatives of the Class, and designating Robbins Geller Rudman & Dowd LLP and Robbins LLP as Co-Lead Counsel for the Class, and Andrews & Springer LLC as Additional Counsel for the Class (Dkt. 270).

32. On April 21, 2026, the Parties participated in a second mediation with the Mediator. Before and in connection with the second mediation, the Parties exchanged written submissions. The second mediation session concluded without a settlement agreement. With the assistance of the Mediator, the Parties' arm's-length negotiations continued following the April 21, 2026, mediation session.

33. On May 1, 2026, the Parties served their respective identifications of trial witnesses (Dkt. 274).

34. On May 21, 2026, Plaintiffs provided Defendants with the initial draft pretrial stipulation and order.

35. On May 22, 2026, Plaintiffs provided Defendants with the initial draft proposed joint exhibit list.

36. On May 29, 2026, Defendants filed a Motion in Limine to Narrow Scope of Trial by Excluding Claims and Evidence Concerning Net Cash Per Share (Dkt. 277), Motion in Limine to Preclude Plaintiffs from Pursuing Derivative Claims at Trial and Clarifying that Plaintiffs Bear the Burden to Prove a Material Disclosure Violation, Causation and Damages (Dkt. 278), Motion in Limine to Preclude Proposed Expert Testimony of Cain that Derives from the Inadmissible Expert Testimony of Saba (Dkt. 279), and Motion in Limine to Strike Proposed Expert Testimony of Saba and to Preclude Saba from Offering Inadmissible Opinions at Trial (Dkt. 281).

37. On May 29, 2026, Plaintiffs filed a Motion in Limine to Exclude the Expert Rebuttal Report and Testimony of McCarty (Dkt. 280).

38. On June 9, 2026, the Parties accepted a recommendation from the Mediator to settle the Action for \$59.5 million in cash, subject to Court approval, the definitive terms of which are reflected in the Stipulation.

39. On August 28, 2026, the Parties entered into and executed the Stipulation, the definitive terms of which are reflected in the Stipulation, which can be viewed at www.FTACIISStockholderSettlement.com.

40. On _____, 2026, the Court entered a Scheduling Order directing that this Notice of the Settlement be provided to potential Class Members,

and scheduling the Settlement Hearing to, among other things, consider whether to grant final approval of the Settlement.

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

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

All Persons who held shares of FTAC II Class A common stock, who held such stock as of the Redemption Deadline (March 23, 2021), either of record or beneficially, and who were entitled to, but did not, redeem all of their shares, including their heirs and successors who obtained their shares by operation of law, but excluding: (i) Defendants, as well as the members of their immediate families, and any entity in which any of them has a controlling interest, and the legal representatives, heirs, successors, or assignees of any such excluded party; and (ii) any trusts, estates, entities, or accounts that held shares of FTAC II Class A or Class B common stock for the benefit of any of the foregoing.

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.

WHAT ARE THE TERMS OF THE SETTLEMENT?

42. In consideration of the settlement of Released Plaintiffs' Claims (defined in Paragraph 68 below) against Released Defendant Parties (defined in Paragraph 68 below), the Defendants shall pay or cause to be paid the Settlement Amount (\$59,500,000.00) into an interest-bearing escrow account for the benefit of the Class in accordance with the Stipulation. *See* Paragraphs 49-64 below for details about the distribution of the Settlement proceeds to Authorized Claimants.

43. Released Defendant Parties shall bear no personal responsibility for any payment in connection with the Stipulation or the Settlement.

WHAT ARE THE PARTIES' REASONS FOR THE SETTLEMENT?

44. Plaintiffs and Plaintiffs' Counsel have reviewed and analyzed the facts and circumstances relating to the claims asserted in the Action, as known by Plaintiffs to date. Plaintiffs' Counsel have reviewed a significant number of documents, taken a significant number of depositions, engaged in expert discovery, and were preparing for trial when the Parties agreed to the Settlement. Plaintiffs'

Counsel believe that they have received sufficient information to evaluate the merits of the proposed Settlement.

45. Based upon their investigation and prosecution of the Action, Plaintiffs and Plaintiffs' Counsel have concluded that while they believe that the claims they asserted have merit, the significant risks and uncertainties of further litigation outweigh the potential for recovery. In addition to the benefits of the Settlement for the Class, 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 hurdle of proving liability and damages associated with, and the strength of defenses to, the claims asserted in the Action, which depend in part on theories of liability that have not been addressed by the Delaware Supreme Court; (iv) the desirability of permitting the Settlement to be consummated according to its terms; (v) the expense and length of continued proceedings necessary to prosecute the Action through trial and appeals; and (vi) the conclusion of Plaintiffs and Plaintiffs' Counsel that the terms and conditions of the Settlement and the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the claims asserted in the Action on the terms set forth therein. The Settlement and the Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Plaintiffs of any infirmity in the claims asserted in the Action.

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

47. Defendants have denied and continue to deny, *inter alia*, that they have engaged in any wrongdoing, liability, or any alleged violations asserted or in connection with the Action, including, but not limited to, any allegations that Defendants have committed any violations of law or breach of any duty owed to FTAC II stockholders, that Defendants have aided and abetted any breach of any duty owed to FTAC II stockholders, that the Merger was not entirely fair to, or in the best interests of, FTAC II 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. Each of the Defendants asserts that, at all relevant times, such Defendant

acted in good faith and in a manner believed to be in the best interests of FTAC II and all of its stockholders.

48. Nevertheless, Defendants have determined to enter into the Settlement and the Stipulation solely to avoid the substantial burden, expense, inconvenience, and distraction of continued litigation and to put the Released Plaintiffs' Claims (defined in Paragraph 68, below) to rest, finally and forever. Neither the Stipulation, the Settlement, or the negotiations leading to the execution of the Stipulation or Settlement, nor any proceedings taken pursuant to or in connection with the Stipulation and/or approval of the Settlement shall be deemed or argued to be evidence of, or to constitute any presumption, admission, or concession by any Defendant or any of the other Released Defendant Parties, as to (i) the truth of any fact alleged by Plaintiffs; (ii) the validity of any claims or other issues raised, or which might be or might have been raised, in the Action or in any other proceeding; (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any other proceeding; or (iv) any wrongdoing, fault, or liability of any kind by any of them, which each of them expressly denies.

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

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

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

51. 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.FTACIIStockholderSettlement.com.

PROPOSED PLAN OF ALLOCATION

52. If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to Class Members who timely submit a valid “Proof of Claim and Release” (attached hereto) to the Settlement Administrator in accordance with this proposed Plan of Allocation 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 may not be entitled to any distributions from 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.FTACIIStockholderSettlement.com.

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

54. Pursuant to Rule 23 of the Court of Chancery of the State of Delaware, Class Members are all persons who held shares of FTAC II Class A common stock, who held such stock as of the Redemption Deadline, either of record or beneficially, and who were entitled to, but did not, redeem all of their shares, including their heirs and successors who obtained their shares by operation of law, but excluding: (i) Defendants, as well as the members of their immediate families, and any entity in which any of them has a controlling interest, and the legal representatives, heirs, successors, or assignees of any such excluded party; and (ii) any trusts, estates, entities, or accounts that held shares of FTAC II Class A or Class B common stock for the benefit of any of the foregoing.

55. Class Members eligible to recover under the Plan of Allocation are those Persons who held shares of FTAC II Class A common stock as of the Redemption Deadline, *i.e.*, March 23, 2021, that were not submitted for redemption in connection with the Merger, including their heirs and successors who obtained their shares by operation of law.

CALCULATION OF TOTAL LOSS

56. Based on the formulas set forth below, a “Total Loss” will be calculated for each share of FTAC II Class A common stock held as of the Redemption Deadline that is listed in the Proof of Claim and Release and for which adequate documentation is provided to the Settlement Administrator, as follows:

a. The Total Loss for each share of FTAC II Class A common stock held as of the close of trading on March 23, 2021 and sold after the close of trading on March 23, 2021 but prior to the close of trading on February 15, 2023 for less than \$10.00 (the “Redemption Price”) shall be the Redemption Price minus the sale price, plus the Nominal Amount (as defined below).

b. The Total Loss for each share of FTAC II Class A common stock held as of the close of trading on March 23, 2021 and sold after the close of trading on March 23, 2021 but prior to the close of trading on February 15, 2023 at a price of \$10.00 or greater shall be zero, plus the Nominal Amount (as defined below).

c. The Total Loss for each share of FTAC II Class A common stock held as of the close of trading on March 23, 2021 that was continuously held through the close of trading on February 15, 2023, shall be \$8.04 per share, calculated as the Redemption Price of \$10.00 minus \$1.96 (the closing stock price of New Paysafe common stock on February 15, 2023, rounded to the cent), plus the Nominal Amount (as defined below).

d. The Nominal Amount shall be \$0.10 per share for each share of FTAC II Class A common stock held as of the close of trading on March 23, 2021.

For the avoidance of doubt, there will be no Total Loss calculated for any share of FTAC II Class A common stock redeemed in connection with the Merger. To the extent that the calculation of an Authorized Claimant’s Total Loss results in a negative number, that number shall be set to zero.

The Net Settlement Fund shall be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of the Authorized Claimant’s Total Losses. Specifically, a “Distribution Amount” will be calculated for each Authorized

Claimant, which will be the sum of the Authorized Claimant's Total Losses divided by the combined Total Loss for all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. If the 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.

57. If the sum total of Total Losses 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 Total Losses 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. The Defendants shall not have a reversionary interest in the Net Settlement Fund.

ADDITIONAL PROVISIONS

58. 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.

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

60. Purchases, acquisitions, and sales of shares of FTAC II Class A 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 shares of FTAC II Class A common stock shall not be deemed a purchase, acquisition, or sale of these shares of FTAC II Class A common stock for the calculation of Total Loss, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of such shares of FTAC II Class A common stock unless: (i) the donor or decedent purchased or otherwise acquired such shares of FTAC II Class A 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 FTAC II Class A common stock; and (iii) it is specifically so provided in the instrument of gift or assignment.

61. The date of covering a "short sale" is deemed to be the date of purchase or acquisition of the shares of FTAC II Class A common stock. The date of a "short sale" is deemed to be the date of sale of the shares of FTAC II Class A common

stock. Under the Plan of Allocation, however, the Total Loss on “short sales” is zero, and the Total Loss on any portion of a purchase or acquisition that matches against (or “covers”) a “short sale” is zero. The Total Loss on a “short sale” that is not covered by a purchase or acquisition is also zero.

62. Shares of FTAC II Class A common stock are the only security eligible for recovery under the Plan of Allocation. Option contracts are not securities eligible to participate in the Settlement. With respect to shares of FTAC II Class A common stock purchased or sold through the exercise of an option, the purchase/sale date of the shares of FTAC II Class A common stock is the exercise date of the option, and the purchase/sale price of the shares of FTAC II Class A common stock is the exercise price of the option.

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

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

a. The Settlement Administrator, in consultation with brokers or other nominees as appropriate, shall use reasonable efforts to locate the Authorized Claimants and reattempt distribution.

b. If, after completion of such follow-up efforts, \$50,000 or more remains in the Net Settlement Fund, the Settlement Administrator shall conduct *pro rata* redistributions of the remaining funds to Authorized Claimants who cashed their initial distributions and who would receive at least \$10.00 from such redistribution until the remaining balance is under \$50,000.

c. At such time as the remaining balance in the Net Settlement Fund is less than \$50,000, the remaining funds shall be distributed to the Delaware Combined Campaign for Justice, P.O. Box 2113, Wilmington, Delaware 19899, a 501(c)(3) charitable organization.

65. Payment pursuant to the Plan of Allocation or such other plan as may be approved by the Court for this Settlement shall be conclusive against all Class Members. No person shall have any claim against Plaintiffs, Plaintiffs’ Counsel, any Plaintiffs’ expert, the Defendants or any Released Defendant Parties, 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, Defendants’ Counsel, and all other Released Plaintiffs Parties or Released Defendant 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 Proof of Claim and Release or nonperformance of the Settlement Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.

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

67. Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Proof of Claim and Release.

WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED? WHAT CLAIMS WILL THE SETTLEMENT RELEASE?
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68. If the Settlement is approved, the Court will enter an Order and Final Judgment (the “Order and Final Judgment”). Pursuant to the Order and Final Judgment, the claims asserted against Defendants in the Action will be dismissed with prejudice, and the following releases will occur:

a. **Release of Claims by Plaintiffs and the Class:** Upon the Effective Date, Released Plaintiffs Parties shall have fully, finally, and forever released, settled, and discharged Released Defendant Parties from and with respect to every one of 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 Released Defendant Parties.

“Released Defendant Parties” means Defendants, and their respective past and present successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, stockholders, members, parents, subsidiaries, affiliates, funds, directors, officers, employees, agents, insurers, reinsurers, counselors, attorneys, advisors, immediate family members, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any Person or entity acting for or on behalf of, or claiming under or through, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns.

“Released Plaintiffs’ Claims” means all claims and causes of action of every nature and description, both direct and derivative, 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 other law or rule (including federal securities law, rules and regulations, and any state disclosure laws), that Plaintiffs or any other Class Member (a) asserted in the Action, (b) could have alleged, asserted, set forth, or claimed in the Action, or (c) have alleged, asserted, set forth, or claimed in any other action or proceeding in any forum, individually or on behalf of the Class or any subset or group of Class Members that (i) directly or indirectly relate in any way to, or arise out of: (1) the Merger, (2) any control, participation, or conduct of any of the Released Defendant Parties with respect to the Merger, (3) the Action, or (4) the facts, circumstances, events, acts, disclosures, statements, representations, omissions, or failures to act that were alleged in the Action or that could have been raised in the Action; or (ii) arise out of or relate in any way to the institution, prosecution, settlement, or dismissal of the claims and allegations asserted in the Action, except for claims to enforce the Settlement.

"Released Plaintiffs Parties" means Plaintiffs, all other Class Members, and Plaintiffs' Counsel, and the family members, partners, principals, representatives, heirs, executors, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns of any of the foregoing.

"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 the Defendants shall expressly waive, and each of the Released Plaintiffs 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 Plaintiffs 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 the Defendants, and by operation of law the Released Plaintiffs 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 Plaintiffs 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.

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

"Released Defendants' Claims" means, as against the Released Plaintiffs 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.

69. By Order of the Court, pending final approval of the Settlement, all proceedings in the Action, except for those related to the Settlement, have been stayed and suspended, and Plaintiffs and all other Class Members, and anyone acting or purporting to act on behalf of, in the stead of, as a representative of, or derivatively for, any Class Member, are barred and enjoined from asserting, commencing, pursuing, prosecuting, assisting, instigating, maintaining, or in any way participating in any action asserting any of the Released Plaintiffs' Claims against any Released Defendant Parties.

HOW WILL PLAINTIFFS' COUNSEL BE PAID?

70. Plaintiffs' Counsel have not received any payment for their services in pursuing claims in the Action on behalf of the Class, nor have Plaintiffs' Counsel been paid for their litigation expenses incurred in connection with the Action. Before final approval of the Settlement, Plaintiffs' Counsel will apply to the Court for an award of fees and expenses to be paid from the Settlement Fund and approved by the Court in accordance with the Settlement, in full satisfaction of any and all claims for attorneys' fees or expenses that have been, could be, or could have been asserted by Plaintiffs' Counsel or any other counsel for any Class Member (the "Fee and Expense Award"). Plaintiffs' Counsel will seek a Fee and Expense Award consisting of attorneys' fees in an amount not to exceed 30% of the Settlement Amount, plus an award of expenses incurred in connection with the Action. The Court will determine the amount of the Fee and Expense Award. The Fee and Expense Award will be paid solely from (and out of) the Settlement Fund in accordance with the terms of the Stipulation. Class Members are not personally liable for any such fees or expenses. Plaintiffs' Counsel may apply to the Court for a representative party award not to exceed \$15,000 to each of the Plaintiffs, payable out of any Fee and Expense Award.

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

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

72. The Settlement Hearing will be held on _____, 2026, at __:__.m., before The Honorable J. Travis Laster, Vice Chancellor, either in person at the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, or remotely by telephone or videoconference (in the discretion of the Court), to, among other things: (i) determine whether the Court should approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; (ii) determine whether the Order and Final Judgment should be entered pursuant to the Stipulation, dismissing with prejudice the claims asserted in the Action, releasing the Released Plaintiffs' Claims and Released Defendants' Claims against the respective released parties, and barring and enjoining prosecution of any and all released claims against any and all respective released parties; (iii) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (iv) consider Plaintiffs' Counsel's application for a Fee and Expense Award, including any application for a representative party award to Plaintiffs; (v) hear and determine any objections to the Settlement, the Plan of Allocation, and/or Plaintiffs' Counsel's application for a Fee and Expense Award, including any application for a representative party award to Plaintiffs; and (vi) consider any other matters that may properly be brought before the Court in connection with the Settlement.

73. Any Class Member may file a written objection to the Settlement, the proposed Plan of Allocation, and/or Plaintiffs' Counsel's application for the Fee and Expense Award (an "Objector"), if the Class Member has any cause why the proposed Settlement, Plan of Allocation, and/or the application for the Fee and Expense Award should not be approved; provided, however, that, unless otherwise directed by the Court for good cause shown, no Objector shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, the Plan of Allocation, and/or the application for the Fee and Expense Award unless that person or entity has filed a written objection with the Register in Chancery, Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, and served (electronically by File & ServeXpress, by hand, by first class U.S. mail, or by express service) copies of the objection upon each of the following counsel at the following mailing addresses such that it is received no later than _____, **2026**, with copies also emailed to the following counsel:

PLAINTIFFS' COUNSEL	
Erik W. Luedeke Robbins Geller Rudman & Dowd LLP 655 W. Broadway, Suite 1900 San Diego, CA 92101 eluedeke@rgrdlaw.com	Gregory E. Del Gaizo Robbins LLP 5060 Shoreham Place, Suite 300 San Diego, CA 92122 gdelgaizo@robbinsllp.com
DEFENDANTS' COUNSEL	
Edward B. Micheletti Skadden, Arps, Slate, Meagher & Flom LLP One Rodney Square P.O. Box 636 Wilmington, DE 19899-0636 edward.micheletti@skadden.com	Patrick G. Rideout Skadden, Arps, Slate, Meagher & Flom LLP One Manhattan West New York, NY 10001-8602 patrick.rideout@skadden.com

74. Any objections must: (i) identify the case name and civil action number, "*Farzad, et al. v. Trasimene Capital FT, LP II, et al.*, C.A. No. 2023-0193-JTL"; (ii) state the name, address, and telephone number of the Objector and, if represented by counsel, the name, address, and telephone number of the Objector's counsel; (iii) be signed by the Objector; (iv) contain a specific, written statement of the objection(s) and the specific reason(s) for the objection(s), including any legal and evidentiary support the Objector wishes to bring to the Court's attention, and if the Objector has indicated that he, she, or it intends to appear at the Settlement

Questions? Visit www.FTACIIStockholderSettlement.com or call toll-free at 1-877-926-1973

Hearing, the identity of any witnesses the Objector may call to testify and any exhibits the Objector intends to introduce into evidence at the Settlement Hearing; and (v) include documentation sufficient to prove that the Objector is a member of the Class. Documentation establishing that an Objector is a member of the Class must consist of copies of monthly brokerage account statements or an authorized statement from the Objector's broker containing the transactional and holding information found in an account statement. Plaintiffs' Counsel may request that the Objector submit additional information or documentation sufficient to prove that the Objector is a Class Member.

75. 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.

76. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Plaintiffs' Counsel and Defendants' Counsel at the mailing and email addresses set forth in Paragraph 73 above so that the notice is *received on or before* _____, 2026.

77. 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 and time with Plaintiffs' Counsel or the Settlement Administrator.

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

CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?
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79. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which

may be inspected during regular office hours at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801. Additionally, copies of the Stipulation, the Complaint, and any related orders entered by the Court will be posted on the Settlement Website, www.FTACIISStockholderSettlement.com. If you have questions regarding the Settlement, you may contact the Settlement Administrator: *FTAC II Stockholder Settlement*, c/o JND Legal Administration, P.O. Box 91227, Seattle, WA 98111; by telephone at 1-877-926-1973; or by email at info@FTACIISStockholderSettlement.com. You may also contact Plaintiffs' Counsel: Erik W. Luedeke, Robbins Geller Rudman & Dowd LLP, 655 W. Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900, settlementinfo@rgrdlaw.com and Gregory E. Del Gaizo, Robbins LLP, 5060 Shoreham Place, Suite 300, San Diego, CA 92122, 619-525-3990, gdelgaizo@robbinsllp.com. Do not contact the Court or its staff with questions about the terms of the proposed Settlement.

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

80. If you are a broker or other nominee that held FTAC II Class A common stock as of the Redemption Deadline for the beneficial interest of persons or entities other than yourself, you are requested, within seven (7) calendar days of receipt of this Notice, to either: (i) request from the Settlement Administrator sufficient copies of this Notice and the Proof of Claim and Release (together with the Notice, the "Notice Package") to forward to all such beneficial owners, and within seven (7) calendar days of receipt of those Notice Packages, forward them to all such beneficial owners; or (ii) provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to the Settlement Administrator at: *FTAC II Stockholder Settlement*, c/o JND Legal Administration, P.O. Box 91227, Seattle, WA 98111; by telephone at 1-877-926-1973; or by email at FTASecurities@FTACIISStockholderSettlement.com. If you choose the second option, the Settlement Administrator will send a copy of the Notice Package to the beneficial owners.

81. 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.FTACIIShockholderSettlement.com, by calling the Settlement Administrator at 1-877-926-1973, or by emailing the Settlement Administrator at FTASecurities@FTACIIShockholderSettlement.com.

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

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

Dated: _____, 2026



PROOF OF CLAIM AND RELEASE FORM

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

Farzad, et al. v. Trasimene Capital FT, LP II, et al., C.A. No. 2023-0193-JTL

Toll-Free Number: 1-877-926-1973

Email: info@FTACIIStockholderSettlement.com

Mail To: FTAC II Stockholder Settlement

c/o JND Legal Administration

PO Box 91227

Seattle, WA 98111

Must Be Received No Later Than:

_____, 2026

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06 SIGNATURE

I. GENERAL INSTRUCTIONS

1. To recover as a member of the Class based on your claims in the action entitled *Farzad, et al. v. Trasimene Capital FT, LP II, et al.*, C.A. No. 2023-0193-JTL (the “Action”), you must complete and, on page 6 hereof, sign this Proof of Claim and Release. If you fail to submit a timely and properly addressed (as set forth in paragraph 3 below) Proof of Claim and Release, your claim may be rejected, and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement of the Action.

2. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of the Settlement of the Action.

3. THE COURT-APPOINTED SETTLEMENT ADMINISTRATOR FOR THIS ACTION MUST RECEIVE YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, AT THE FOLLOWING MAILING ADDRESS OR THROUGH THE FOLLOWING WEBSITE:

FTAC II Stockholder Settlement
c/o JND Legal Administration
P.O. Box 91227
Seattle, WA 98111
1-877-926-1973

Online submissions: www.FTACIIStockholderSettlement.com

YOUR PROOF OF CLAIM AND RELEASE MUST BE SUBMITTED ONLINE OR RECEIVED BY MAIL **NO LATER THAN _____, 2026.**¹

If you are NOT a member of the Class, as defined in the Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear (the “Notice”), DO NOT submit a Proof of Claim and Release.

4. If you are a member of the Class, you will be bound by the terms of any judgment entered in the Action, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE.

II. CLAIMANT IDENTIFICATION

If you held shares of FTAC II Class A common stock in your name, you are the beneficial holder as well as the record holder. If, however, you held shares of FTAC II Class A common stock that were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial holder and the third party is the record holder.

Use Part I of this form entitled “Claimant Identification” to identify each holder of record (“Record Owner”), if different from the beneficial holder of the shares of FTAC II Class A common stock which form the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL HOLDER OR THE LEGAL REPRESENTATIVE OF SUCH HOLDER OF THE SHARES UPON WHICH THIS CLAIM IS BASED.

All joint holders must sign this claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of persons represented by them, and their authority must accompany this claim, and their titles or capacities must be stated. The last four digits of the Social Security Number (or Taxpayer Identification Number) and telephone number of the beneficial owner may be used in

¹ Proofs of Claim that are legibly postmarked no later than _____, 2026, will be treated as received on the postmark date. ***Please be advised that the U.S. Postal Service may not postmark mail which is not presented in person.***

verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

If you are acting in a representative capacity on behalf of a member of the Class (for example, as an executor, administrator, trustee, or other representative), you must submit evidence of your current authority to act on behalf of that Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request to, or may be requested to, submit information regarding their transactions in electronic files. All such claimants **MUST** also submit a manually signed paper Proof of Claim and Release listing all their transactions, whether or not they also submit electronic copies. If you wish to submit your claim electronically, you must contact the Settlement Administrator at FTASecurities@FTACIIStockholderSettlement.com to obtain the required file layout. Any file not in accordance with the required electronic filing format will be subject to rejection. Only one claim should be submitted for each separate legal entity, and the complete name of the beneficial holder(s) of the securities must be entered when called for. Distribution payment must be made by check or electronic payment payable to the Authorized Claimant (beneficial account holder). The third-party filer shall not be the payee of any distribution payment check or electronic distribution payment. No electronic files will be considered to have been properly submitted unless the Settlement Administrator issues to the claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

III. CLAIM FORM

Use Part II of this form, titled “Schedule of Transactions in FTAC II Class A Common Stock or New Paysafe Common Stock,” to supply all required details of your holdings, purchase(s), and sale(s) of Foley Trasimene Acquisition Corp. II (“FTAC II”) Class A Common Stock or Paysafe Ltd. (“New Paysafe”) Common Stock. If you need more space or additional schedules, attach separate sheets that provide all required information in substantially the same form. Sign and print or type your name on each additional sheet.

On the schedules, provide all of the requested information with respect to: (i) *all* of the shares of FTAC II Class A common stock held by you as of the close of the market on March 23, 2021; (ii) *all* of your purchases and sales (including any redemptions by FTAC II or New Paysafe) of shares of your FTAC II Class A common stock or New Paysafe common stock, after the close of the market on March 23, 2021 through February 15, 2023, regardless of whether such transactions resulted in a profit or loss; and (iii) if applicable, *all* of the shares of New Paysafe common stock that you held as of the close of the market on February 15, 2023. Failure to report all such transactions may result in the rejection of your claim.

List these transactions separately and in chronological order: (i) by number of shares of FTAC II Class A common stock held at the close of the market on March 23, 2021; (ii) then by purchase and sale date for all shares of FTAC II Class A Common Stock or New Paysafe common stock after the close of the market on March 23, 2021 through February 15, 2023, beginning with the earliest; (iii) then, if applicable, all of the shares of New Paysafe common stock that you held as of the close of the market on February 15, 2023. You must accurately provide the month, day, and year of each transaction you list.

Copies of stockbroker confirmation slips, stockbroker statements, or other documents evidencing: (i) your holdings of FTAC II Class A common stock as of the close of the market on March 23, 2021; (ii) your subsequent purchases and sales of FTAC II Class A common stock or New Paysafe common stock through February 15, 2023; and (iii) your holdings of New Paysafe common stock as of the close of the market on February 15, 2023, should be attached to your claim. If any such documents are not in your possession, please obtain a copy or equivalent documents from your broker because these documents are necessary to prove and process your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

PLEASE NOTE: If a Class Member has more than one purchase (or acquisition) and sale of FTAC II or New Paysafe shares, all such purchases and sales shall be matched on a First-In, First-Out (“FIFO”) basis. Sales will be matched against purchases in chronological order, beginning with the earliest purchase made.

As set forth in the Plan of Allocation, each Authorized Claimant shall receive his, her, its, or their *pro rata* share of the Net Settlement Fund. If the prorated payment to any Authorized Claimant calculates to less than \$10.00, it will not be included in the calculation, and no distribution will be made to that Authorized Claimant.

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

Farzad, et al. v. Trasimene Capital FT, LP II, et al., C.A. No. 2023-0193-JTL

PROOF OF CLAIM AND RELEASE

Must Be Postmarked or Received No Later Than:

_____, 2026 Please Type or Print

PART I – CLAIMANT IDENTIFICATION

Beneficial Owner's Last Name

MI

Beneficial Owner's First Name

Co-Beneficial Owner's First Name

MI

Co-Beneficial Owner's Last Name

Street Address 1

Street Address 2

City

State or Province

Zip Code or Postal Code

Country

Last Four Digits of Social Security Number or
Taxpayer Identification Number

Telephone Number (Work)

——

Telephone Number (Home)

——

Email Address

Record Owner's Name (if different from beneficial owner listed above)

Account Number

☐ Individual (includes joint owner accounts)

☐ Corporation

☐ Pension Plan

☐ IRA/401k

☐ Estate

☐ Trust

☐ Other (please specify): _____

PART II – SCHEDULE OF TRANSACTIONS IN FTAC II CLASS A COMMON STOCK OR NEW PAYSAFE COMMON STOCK

1. NUMBER OF SHARES OF FTAC II CLASS A COMMON STOCK – State the total number of shares of FTAC II Class A common stock held as of the close of trading on March 23, 2021. (Must be documented.) If none, write “zero” or “0.”				Confirm Proof of Position Enclosed ☐
2. PURCHASES/ACQUISITIONS AFTER CLOSE OF MARKET ON MARCH 23, 2021 THROUGH FEBRUARY 15, 2023 – Separately list each and every purchase or acquisition (including free receipts) of FTAC II Class A common stock or New Paysafe common stock from after the close of trading on March 23, 2021 through the close of trading on February 15, 2023. (Must be documented.)				
Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Number of Shares Purchased/Acquired	Purchase/Acquisition Price Per Share	Total Purchase/Acquisition Price (excluding any taxes, commissions, and fees)	Confirm Proof of Purchase Enclosed
/ /		\$	\$	☐
/ /		\$	\$	☐
/ /		\$	\$	☐
/ /		\$	\$	☐
3. REDEEMED SHARES IN CONNECTION WITH THE MERGER – State the total number of shares of FTAC II Class A common stock that were redeemed in connection with the business combination between FTAC II and Paysafe Limited on or about March 30, 2021. If none, write “zero” or “0.”				
4. SALES AFTER CLOSE OF MARKET FROM MARCH 23, 2021 THROUGH FEBRUARY 15, 2023 – Separately list each and every sale or disposition (including free deliveries) of FTAC II Class A common stock or New Paysafe common stock after the close of trading on March 23, 2021 through the close of trading on February 15, 2023. (Must be documented.)				IF NONE, CHECK HERE ☐
Date of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (not deducting any taxes, commissions, and fees)	Confirm Proof of Sale Enclosed
/ /		\$	\$	☐
/ /		\$	\$	☐
/ /		\$	\$	☐
/ /		\$	\$	☐
5. HOLDINGS AS OF THE CLOSE OF TRADING ON FEBRUARY 15, 2023 – State the total number of shares of New Paysafe common stock held as of the close of trading on February 15, 2023. (Must be documented.) If none, write “zero” or “0.”				Confirm Proof of Position Enclosed ☐
IF YOU REQUIRE ADDITIONAL SPACE FOR THE SCHEDULE ABOVE, ATTACH EXTRA SCHEDULES IN THE SAME FORMAT. PRINT THE BENEFICIAL OWNER’S FULL NAME AND LAST FOUR DIGITS OF SOCIAL				

IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Stipulation described in the Notice. I (We) also submit to the jurisdiction of the Court of Chancery of the State of Delaware with respect to my (our) claim as a Class Member and for purposes of enforcing the releases set forth in the [Proposed] Order and Final Judgment, attached as Exhibit D to the Stipulation.

I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to the Settlement Administrator to support this claim if requested to do so. I (We) have not submitted any other claim in connection with the Action and know of no other person having done so on my (our) behalf.

I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to the releases provided for in the [Proposed] Order and Final Judgment or any other part or portion thereof.

I (We) hereby warrant and represent that I (we) have included the required information about all of my (our) holdings, purchases or acquisitions, and sales or dispositions of shares of FTAC II Class A common stock.

I (We) certify that the claimant(s) is (are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because (a) the claimant(s) is (are) exempt from backup withholding or (b) the claimant(s) has (have) not been notified by the IRS that he/she/it/they is (are) subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified the claimant(s) that he/she/it/they is (are) no longer subject to backup withholding. **If the IRS has notified the claimant(s) that he/she/it/they is (are) subject to backup withholding, please strike out the language in the preceding sentence indicating that the Claim is not subject to backup withholding in the certification above.**

Executed this _____ day of _____
(Month/Year)

in _____
(City/State/Country)

(Sign your name here)

(Type or print your name here)

(Capacity of person(s) signing, e.g., Beneficial Purchaser or Acquirer, Executor or Administrator)

(Signature of Joint Claimant, if any)

(Type or print your name here)

ACCURATE CLAIMS PROCESSING TAKES
A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.

REMINDER CHECKLIST



1. Please sign the above form and acknowledgment.

2. Remember to attach copies of supporting documentation.



3. **Do not send** originals of certificates or other documentation, as they will not be returned.



4. Keep a copy of your Proof of Claim and Release and all supporting documentation for your records.

5. If you desire an acknowledgment of receipt of your Proof of Claim, please send it by Certified Mail, Return Receipt Requested.



6. If you move after submitting this Proof of Claim and Release, please notify the Settlement Administrator of the change in your address, otherwise you may not receive additional notices or payment.

7. Do not use red pen or highlighter on the Proof of Claim and Release or supporting documentation. You must use black or blue ink, or your claim may be deemed deficient.





IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

MICHAEL FARZAD and GREGORY PERRI,
Individually and on Behalf of All Others
Similarly Situated,

Plaintiffs,

v.

C.A. No. 2023-0193-JTL

TRASIMENE CAPITAL FT, LP II,
TRASIMENE CAPITAL MANAGEMENT,
LLC, WILLIAM P. FOLEY, II, RICHARD N.
MASSEY, ERIKA MEINHARDT, MARK D.
LINEHAN, and C. MALCOLM HOLLAND,

Defendants.

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

TO: ALL PERSONS WHO HELD SHARES OF FOLEY TRASIMENE ACQUISITION CORP. II (“FTAC II”) CLASS A COMMON STOCK, WHO HELD SUCH STOCK AS OF MARCH 23, 2021 (THE “REDEMPTION DEADLINE”), EITHER OF RECORD OR BENEFICIALLY, AND WHO WERE ENTITLED TO, BUT DID NOT, REDEEM ALL OF THEIR SHARES, INCLUDING THEIR HEIRS AND SUCCESSORS WHO OBTAINED THEIR SHARES BY OPERATION OF LAW, BUT EXCLUDING: (I) DEFENDANTS, AS WELL AS THE MEMBERS OF THEIR IMMEDIATE FAMILIES, AND ANY ENTITY IN WHICH ANY OF THEM HAS A CONTROLLING INTEREST, AND THE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS, OR ASSIGNEES OF ANY SUCH EXCLUDED PARTY; AND (II) ANY TRUSTS, ESTATES, ENTITIES, OR ACCOUNTS THAT HELD SHARES OF FTAC II

CLASS A OR CLASS B COMMON STOCK FOR THE BENEFIT OF ANY OF THE FOREGOING (THE “CLASS”).¹

THIS SUMMARY NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER SOLICITATION. PLEASE READ THIS SUMMARY NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY A CLASS ACTION LAWSUIT PENDING IN THIS COURT.

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the Court of Chancery of the State of Delaware (the “Court”) and Delaware Court of Chancery Rule 23 that: (i) the above-captioned action (the “Action”) is pending in the Court and has been preliminarily certified as a class action; and (ii) Plaintiffs and the Defendants have reached a proposed settlement for \$59,500,000.00 in cash (the “Settlement Amount”) as set forth in the Stipulation (the “Settlement”), a copy of which is available at www.FTACIIStockholderSettlement.com. The Settlement, if approved by the Court, will resolve all claims in the Action.

A hearing (the “Settlement Hearing”) will be held on _____, 2026, at ____:____.m., before The Honorable J. Travis Laster, Vice Chancellor, either in person at the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, or remotely by telephone or videoconference (in the discretion of the Court), to, among other things: (i) determine whether the Court should approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; (ii) determine whether the Order and Final Judgment should be entered pursuant to the Stipulation, dismissing with prejudice the claims asserted in the Action, releasing the Released Plaintiffs’ Claims and Released Defendants’ Claims against the respective released parties, and barring and enjoining prosecution of any and all released claims against any and all respective released parties; (iii) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (iv) consider Plaintiffs’ Counsel’s application for a Fee and Expense Award, including any application for a representative party award to Plaintiffs; (v) hear and determine any objections to the Settlement, the Plan of Allocation, and/or Plaintiffs’ Counsel’s application for a Fee and Expense Award, including any application for a representative party award to Plaintiffs; and (vi) consider any other matters that may

¹ Any capitalized terms used in this Summary Notice that are not otherwise defined in this Summary Notice shall have the meanings given to them in the Stipulation and Agreement of Settlement, Compromise, and Release between Plaintiffs and Defendants, dated as of August 28, 2026 (the “Stipulation”). A copy of the Stipulation is available at www.FTACIIStockholderSettlement.com (the “Settlement Website”).

properly be brought before the Court in connection with the Settlement. 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.FTACIISTockholderSettlement.com.

If you are a member of the Class, your rights will be affected by the pending Action and the Settlement, and you may be entitled to share in the Net Settlement Fund. If you have not yet received the Notice and Proof of Claim and Release Form, you may obtain copies by contacting the Settlement Administrator at *FTAC II Stockholder Settlement*, c/o JND Legal Administration, P.O. Box 91227, Seattle, WA 98111; by telephone at 1-877-926-1973 or by email at info@FTACIISTockholderSettlement.com. A copy of the Notice and the Proof of Claim and Release Form can also be downloaded from the Settlement website, www.FTACIISTockholderSettlement.com. All Class Members are strongly encouraged to carefully review the full Notice and to complete a Proof of Claim and Release Form.

If the Settlement is approved by the Court and the Effective Date occurs, the Net Settlement Fund will be distributed on a *pro rata* basis to eligible Class Members in accordance with the terms of the proposed Plan of Allocation stated in the Notice or such other plan of allocation as is approved by the Court. 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 will be bound by any judgment entered in the Action pursuant to the terms and conditions of the Stipulation.

Any objections to the Settlement, the proposed Plan of Allocation, or Plaintiffs’ Counsel’s application for the Fee and Expense Award, including any representative party award to Plaintiffs, must be filed with the Register in Chancery in the Court of Chancery of the State of Delaware and delivered to Plaintiffs’ Counsel and Defendants’ Counsel such that they are *received no later than* _____, **2026**, in accordance with the instructions set forth in the Notice.

Please do not contact the Court or the Office of the Register in Chancery regarding this Summary Notice. All questions about this Summary Notice, the Settlement, or your eligibility to participate in the Settlement should be directed to the Settlement Administrator or Plaintiffs’ Counsel.

Requests for the Notice should be made to the Settlement Administrator:

FTAC II Stockholder Settlement
c/o JND Legal Administration
P.O. Box 91227, Seattle, WA 98111
1-877-926-1973

Website: www.FTACIIStockholderSettlement.com

Inquiries, other than requests for the Notice, should be made to Plaintiffs’

Counsel:

[mailto:Erik W. Luedeke](mailto:Erik.W.Luedeke@rgrdlaw.com)
Robbins Geller Rudman & Dowd LLP
655 W. Broadway, Suite 1900
San Diego, CA 92101
eluedeke@rgrdlaw.com

Gregory E. Del Gaizo
Robbins LLP
5060 Shoreham Place, Suite 300
San Diego, CA 92122
gdelgaizo@robbinsllp.com

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

Dated: _____, 2026



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

MICHAEL FARZAD and GREGORY PERRI,
Individually and on Behalf of All Others
Similarly Situated,

Plaintiffs,

v.

TRASIMENE CAPITAL FT, LP II,
TRASIMENE CAPITAL MANAGEMENT,
LLC, WILLIAM P. FOLEY, II, RICHARD N.
MASSEY, ERIKA MEINHARDT, MARK D.
LINEHAN, and C. MALCOLM HOLLAND,

Defendants.

C.A. No. 2023-0193-JTL

[PROPOSED] ORDER AND FINAL JUDGMENT

WHEREAS, a stockholder class action is pending in this Court, *Farzad, et al. v. Trasimene Capital FT, LP II, et al.*, C.A. No. 2023-0193-JTL (the “Action”);

WHEREAS, a Stipulation and Agreement of Compromise, Settlement, and Release, dated as of August 28, 2026 (the “Stipulation”), has been entered into by and among the following parties: (i) Plaintiffs Michael Farzad and Gregory Perri (“Plaintiffs”), on behalf of themselves and all other members of the Class (as defined herein); and (ii) Defendants Trasimene Capital FT, LP II, Trasimene Capital Management, LLC, William P. Foley, II, Richard N. Massey, Erika Meinhardt, Mark D. Linehan, and C. Malcolm Holland (collectively, the “Defendants,” and with Plaintiffs, the “Parties” and each a “Party”); and

WHEREAS, the Stipulation provides for a settlement, subject to the approval of the Court, among the Parties and for dismissal of the Action with prejudice as against Defendants upon the terms and conditions set forth in the Stipulation (the “Settlement”); and

WHEREAS, except for terms defined herein, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Order and Final Judgment; and

WHEREAS, by Order dated _____, 2026 (the “Scheduling Order”), the Court (i) ordered that notice of the proposed Settlement be provided to potential Class Members; (ii) provided Class Members with the opportunity to object to the proposed Settlement, the proposed Plan of Allocation, and/or Plaintiffs’ Counsel’s application for a Fee and Expense Award (as defined below), including a representative party award for Plaintiffs; and (iii) scheduled a hearing regarding final approval of the Settlement; and

WHEREAS, the Court conducted a hearing on _____, 2026 (the “Settlement Hearing”) to: (i) determine whether the Court should approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; (ii) determine whether the Order and Final Judgment should be entered pursuant to the Stipulation, dismissing with prejudice the claims asserted in the Action, releasing the Released Plaintiffs’ Claims and Released Defendants’ Claims against the respective released parties, and barring and enjoining prosecution of any and all released claims

against any and all respective released parties; (iii) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (iv) consider Plaintiffs' Counsel's application for a Fee and Expense Award, including any application for a representative party award to Plaintiffs; (v) hear and determine any objections to the Settlement, the Plan of Allocation, and/or Plaintiffs' Counsel's application for a Fee and Expense Award, including any application for a representative party award to Plaintiffs; and (vi) consider any other matters that may properly be brought before the Court in connection with the Settlement; and

WHEREAS, it appearing that due notice of the Settlement Hearing has been given in accordance with the Scheduling Order; the Parties having appeared by their respective attorneys of record; the Court having heard and considered evidence in support of the proposed Settlement, the Plan of Allocation, and the application by Plaintiffs' Counsel for a Fee and Expense Award and any representative party award to each of the Plaintiffs; the attorneys for the respective Parties having been heard; an opportunity to be heard having been given to all Class Members or other Persons requesting to be heard in accordance with the Scheduling Order; the Court having determined that notice to Class Members was adequate and sufficient; and the entire matter of the proposed Settlement having been heard and considered by the Court;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND
DECREED THAT:

1. The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over the Parties, and the Class Members, and it is further determined that Plaintiffs, Defendants, and the Class, as well as any and all of their respective representatives, trustees, executors, administrators, estates, heirs, successors-in-interest, successors, predecessors-in-interest, predecessors, transferees, and assigns, immediate and remote, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their respective successors-in-interest, successors, predecessors-in-interest, predecessors, transferees, and assigns, are bound by this Order and Final Judgment.

2. The mailing of the Notice, substantially in the form attached as Exhibit B to the Stipulation, the Proof of Claim and Release, substantially in the form attached as Exhibit B-1 to the Stipulation (together with the Notice, the “Notice Package”), and publication of the Summary Notice, substantially in the form attached as Exhibit C to the Stipulation, pursuant to and in the manner prescribed in the Scheduling Order, combined with the posting of the Notice Package on the Settlement website, pursuant to and in the manner prescribed in the Scheduling Order, is hereby determined to be the best notice reasonably practicable under the circumstances, to constitute due and sufficient notice to all Persons entitled to receive notice of the Settlement, and in full

compliance with Court of Chancery Rule 23, the requirements of due process, and all other applicable law and rules.

3. The Settlement as provided for in the Stipulation is approved as fair, reasonable, adequate, and in the best interests of the Class.

4. Pursuant to Court of Chancery Rule 23, the Court fully and finally approves the Settlement in all respects. The Parties are hereby authorized and directed to consummate the Settlement in accordance with the terms and provisions of the Stipulation, and the Register of Chancery is directed to enter and docket this Order and Final Judgment dismissing the Action in its entirety and with prejudice.

5. The Stipulation shall be binding upon and inure to the benefit of the released parties.

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

7. Upon the Effective Date, Released Defendant Parties shall have fully, finally, and forever released, settled, and discharged Released Plaintiffs Parties from and with respect to every one of Released Defendants' Claims, and shall thereupon be

forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of Released Defendants' Claims against any of Released Plaintiffs Parties.

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

9. Plaintiffs' Counsel are hereby awarded attorneys' fees in the amount of \$_____, in addition to litigation expenses in the amount of \$_____ (the "Fee and Expense Award"), which amounts the Court finds to be fair and reasonable. The Fee and Expense Award shall be paid solely out of the Settlement Fund. Neither Plaintiffs, nor Plaintiffs' Counsel, nor any Class Member, shall make, or assist any other counsel in making, any application for an award of fees, costs, or expenses in any other jurisdiction from Defendants, or any other of the Released Defendant Parties. In addition, Plaintiffs are each awarded a representative party award in the amount of \$_____, which is to be paid from the Fee and Expense Award.

10. The Court hereby finds and concludes that the formula for the calculation of payments to eligible Class Members as set forth in the Plan of Allocation stated in the Notice provides a fair and reasonable basis upon which to allocate the proceeds of

the Net Settlement Fund among eligible Class Members with due consideration having been given to administrative convenience and necessity.

11. The binding effect of this Order and Final Judgment and the obligations of Plaintiffs, Class Members, and Defendants, under the Stipulation shall not be conditioned upon or subject to the resolution of any appeal from this Order and Final Judgment that relates solely to the Fee and Expense Award, and/or the Plan of Allocation.

12. The Parties and all Class Members shall be and are deemed bound by the Stipulation and this Order and Final Judgment. This Order and Final Judgment, including the release of all Released Plaintiffs' Claims against all Released Defendant Parties and the release of all Released Defendants' Claims against all Released Plaintiffs Parties, shall have *res judicata*, collateral estoppel, and all other preclusive effect in all pending and future lawsuits, arbitrations, or other proceedings involving any of the released claims against any of the released parties.

13. The Court finds and concludes that the Parties and their respective counsel have complied in all respects with the strictures of Delaware Court of Chancery Rule 11 in connection with the investigation, institution, prosecution, defense, and settlement of the Action.

14. If the Settlement is terminated as provided in the Stipulation or the Effective Date otherwise fails to occur: (a) this Order and Final Judgment and any

related orders entered by the Court shall in all events be treated as vacated, *nunc pro tunc*; (b) the releases provided under the Settlement shall be null and void; (c) the fact of, and negotiations and other discussions leading to, the Settlement shall not be admissible in any proceeding before any court or tribunal; (d) all proceedings in the Action shall revert to their status as of immediately prior to the Settling Parties' agreement in principle to settle the Action on ____, 2026, and no materials created by or received from any Party that were used in, obtained during, or related to the Settlement discussions shall be admissible for any purpose in any court or tribunal, or used, absent consent from the disclosing Party, for any other purpose or in any other capacity, except to the extent that such materials are otherwise required to be produced during discovery in the Action or in any other litigation; and (e) the Parties shall jointly petition the Court for a revised case scheduling order.

15. Neither the Stipulation, the fact of or any terms and conditions of the Settlement, nor any communications relating thereto, are evidence, or a presumption, admission, or concession by any Party of any wrongdoing, fault, liability, or damages whatsoever, which are expressly denied and disclaimed by each of the Parties. Neither the Stipulation, nor any of its terms, conditions, and provisions, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Settlement, nor the fact of the Settlement, nor the Settlement proceedings, nor any statements in connection

therewith, shall (a) be argued to be, used, or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury, or damages, or of any wrongful conduct, acts, or omissions on the part of any of Released Defendant Parties, or of any infirmity of any defense, or of any damage to Plaintiffs or any Class Member; (b) otherwise be used to create or give rise to any inference or presumption against any of Released Defendant Parties concerning any fact alleged or that could have been alleged, or any claim asserted or that could have been asserted, in the Action, or of any purported liability, fault, or wrongdoing of any of Released Defendant Parties or of any injury or damages to any Person; (c) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or finding that any of Plaintiffs' claims are without merit, that any of Defendants had meritorious defenses, or that damages recoverable from Defendants under the Complaint would not have exceeded the Settlement Amount; or (d) be admissible, referred to, interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any Person in the Action, or in any other suit, action, or proceeding whatsoever, whether civil, criminal, or administrative; provided, however, that the Stipulation and/or this Order and Final Judgment may be introduced in any suit, action, or proceeding, whether in this Court or otherwise, as may be necessary to argue that the Stipulation and/or this

Order and Final Judgment has *res judicata*, collateral estoppel, or other issue or claim preclusive effect, or to otherwise consummate or enforce the Stipulation, Settlement, and/or this Order and Final Judgment, including, without limitation, to secure any indemnification or insurance rights or proceeds, or as otherwise required by law. This provision shall remain in force in the event that the Settlement is terminated for any reason whatsoever.

16. Without further order of the Court, the Parties may agree in writing to reasonable extensions of time to carry out any of the provisions of the Stipulation and the Settlement.

17. Without affecting the finality of this Order and Final Judgment in any way, the Court reserves jurisdiction over all matters relating to the administration, distribution, and consummation of the Settlement.

18. The Action is hereby dismissed in its entirety and with prejudice. The Parties are to bear their own costs, except as otherwise provided in this Order and Final Judgment, the Scheduling Order, and the Stipulation.

IT IS HEREBY ORDERED this ____ day of _____, 2026.

Vice Chancellor J. Travis Laster