

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

**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.

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.FTACIISStockholderSettlement.com (the “Settlement Website”).

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, CLASS MEMBERS MUST SUBMIT A PROOF OF CLAIM AND RELEASE.	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 January 7, 2027, 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, 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 NOVEMBER 20, 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 DECEMBER 8, 2026, AT 9:15 A.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS <i>RECEIVED</i> NO LATER THAN NOVEMBER 20, 2026.	Filing a written objection and notice of intention to appear that is received by November 20, 2026, allows you to speak in Court, at the discretion of the Court, about your objection. In the Court’s discretion, the December 8, 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 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 of the pretrial stipulation and order.

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

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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 September 2, 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.

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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.FTACIISStockholderSettlement.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.FTACIISStockholderSettlement.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

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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.

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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?

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.FTACIISStockholderSettlement.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.FTACIISStockholderSettlement.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.FTACIISStockholderSettlement.com.**

72. The Settlement Hearing will be held on **December 8, 2026, at 9:15 a.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 **November 20, 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 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 November 20, 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?**

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@FTACIIStockholderSettlement.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.FTACIIStockholderSettlement.com, by calling the Settlement Administrator at 1-877-926-1973, or by emailing the Settlement Administrator at FTASecurities@FTACIIStockholderSettlement.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: October 9, 2026