



**IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE**

IN RE ORBIT/FR, INC. ) C.A. No. 2018-0340-JTL  
STOCKHOLDERS LITIGATION )

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

Plaintiff AB Value Partners, L.P. (“AB Value” or “Plaintiff”), individually and on behalf of the Class, and defendants Microwave Vision, S.A. (“MVG”), Philippe Garreau, Arnaud Gandois, and Per Iversen (“Defendants,” and together with Plaintiff, the “Parties”) have entered into the following Stipulation and Agreement of Compromise, Settlement, and Release (the “Stipulation” and the “Settlement” described herein) of claims in the above-captioned class action (the “Action”), subject to Court approval under Court of Chancery Rule 23.

**RECITALS**

**WHEREAS:**

A. On March 29, 2018, Orbit/FR, Inc. (“Orbit/FR” or the “Company”) executed an Agreement and Plan of Merger (the “Merger Agreement”) under which its controlling stockholder, defendant Microwave Vision, S.A. (“MVG”), acquired all of the issued and outstanding common stock of Orbit/FR that MVG did not already own for \$3.30 per share in cash (the “Merger Consideration”) (such transaction, the “Merger”);

B. On April 6, 2018, the Merger closed, with Orbit/FR surviving the Merger as a wholly owned subsidiary of MVG;

C. On May 11, 2018, former Orbit/FR stockholder Minerva Group, LP filed the Action challenging the Merger, naming as defendants MVG, Philippe Garreau, Arnaud Gandois, Per Iversen, Douglas Merrill, Matthew Finlay (the “Original Defendants”), and Orbit/FR (Dkt. 1);

D. On January 8, 2019, the Court dismissed Orbit/FR as a defendant (Dkts. 35–36);

E. In February 2020, Minerva and the Original Defendants agreed in principle to settle the Action on a classwide basis, subject to confirmatory depositions and agreement on definitive settlement documentation (Dkt. 89 at 10–11);

F. On June 22, 2021, Minerva and the Original Defendants filed a stipulation of proposed settlement, which contemplated settlement consideration of \$825,000 before deducting attorneys’ fees and expenses (Dkt. 86);

G. On June 30, 2021, the Court, for settlement purposes, certified a class, Minerva as lead plaintiff, and Minerva’s counsel as lead counsel (Dkt. 88);

H. On September 24, 2021, AB Value objected to the proposed settlement (Dkt. 100);

I. On December 21, 2021, the Court ruled that it would approve the proposed settlement unless AB Value secured the proposed settlement consideration earmarked for (i) class members other than AB Value and (ii) a fee award for Minerva's counsel taken as a percentage of the total settlement consideration (Dkt. 135);

J. By January 19, 2022, AB Value escrowed \$395,000 to secure those amounts (Dkt. 136);

K. On April 7, 2022, the Court appointed AB Value as lead plaintiff in the Action (Dkt. 138);

L. On May 13, 2022, AB Value filed its Verified Substitute Class Action Complaint against MVG, Garreau, Gandois, Iversen, and Douglas Merrill (Dkt. 145);

M. On July 8, 2022, Merrill and Defendants moved to dismiss (Dkts. 151, 153, 154);

N. On January 9, 2023, the Court denied the motions to dismiss filed by Defendants (Dkt. 193);

O. On January 24, 2023, the Court granted the motion to dismiss filed by Merrill (Dkt. 194);

P. On November 19, 2024, the Court certified the Class (defined below) and appointed Abrams & Bayliss LLP as lead counsel (Dkt. 251);

Q. Trial in the Action was scheduled for September 29–October 3, 2025 (Dkt. 295);

R. On September 27, 2025, the Parties agreed to settle the Action;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, in consideration of the benefits afforded herein, subject to the approval of the Court and pursuant to Court of Chancery Rule 23, that the Action shall be compromised, settled, released and dismissed with prejudice as to all Defendants and against all Class members (as defined below), and all Released Claims (as defined below) shall be completely, fully, finally, and forever compromised, settled, released, discharged, extinguished, and dismissed with prejudice and without costs (except as provided in Section B below), as to all Released Parties (as defined below), upon and subject to the following terms and conditions:

**A. Definitions**

The following capitalized terms, used in this Stipulation and its Exhibits shall have the meanings specified below:

“Account” means an interest-bearing escrow account which is to be maintained by the Settlement Administrator, into which the Settlement Amount shall be deposited and maintained as is customary in settlement accounts of this nature.

“Administrative Costs” means all costs and expenses associated with disbursing the Settlement Amount, calculating any payment owed to any Class

member or resolving any dispute relating thereto, or any other cost or expense otherwise incurred by the Settlement Administrator in administering or carrying out the terms of the Settlement, including Notice Costs.

“Bond Interest Amount” means a payment to be paid from the Settlement Amount, and approved in accordance with this Settlement, to Plaintiff, reflecting the application of interest to Plaintiff’s \$395,000 escrow deposit from January 19, 2022 through the date on which the Order and Final Judgment becomes Final.

“Class” means the non-opt-out class certified by the Court on November 19, 2024, under Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), consisting of all record and beneficial owners of Orbit/FR, Inc. common stock, as of April 6, 2018 (the date of the consummation of the Merger). Excluded from the Class are (i) Defendants; (ii) Orbit/FR, Inc.; (iii) any parent, subsidiary, or affiliate of Defendants; (iv) any person or entity who is or was on April 6, 2018, a partner, member, officer, director, or controlling person of any of the foregoing; (v) members of the immediate families of any of the foregoing; (vi) any entity in which any of the foregoing has or had on April 6, 2018, a controlling interest; (vii) Defendants’ directors’ and officers’ liability insurance carriers, and any parents, affiliates, or subsidiaries thereof; (viii) persons who held Orbit/FR, Inc. common stock that were borrowed as part of a short sale transaction (only with respect to their holdings in

such borrowed shares); and (ix) the legal representatives, agents, heirs, successors, and assigns of any such excluded party (“Excluded Persons”).

“Class Counsel” means the law firm of Abrams & Bayliss LLP.

“Defendant Released Claims” means, as against the Plaintiff Released Parties, all claims and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, common, or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendants in the Action; provided, however, that the release shall not include claims to enforce the Settlement.

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

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

“DTC Participants” means the brokers, dealers, banks, trust companies, clearing corporations, and other financial organizations on whose behalf the DTC holds securities.

“Effective Date” means the first business day following the date on which the Order and Final Judgment becomes Final.

“Eligible Closing Date Beneficial Holder” means the ultimate beneficial owner of any shares of Orbit/FR common stock held of record by Cede & Co. at the time such shares were converted into the right to receive the Merger Consideration in connection with the closing of the Merger, provided that no Excluded Person may be an Eligible Closing Date Beneficial Holder.

“Eligible Closing Date Record Holder” means the record holder of any shares of Orbit/FR common stock, other than Cede & Co., at the time such shares were converted into the right to receive the Merger Consideration in connection with the closing of the Merger, provided that no Excluded Person may be an Eligible Closing Date Record Holder.

“Eligible Closing Date Stockholders” means Eligible Closing Date Beneficial Holders and Eligible Closing Date Record Holders.

“Fee and Expense Award” means an award of Plaintiff’s litigation expenses, to be paid from the Settlement Amount, approved by the Court in accordance with this Settlement and in full satisfaction of any and all claims for attorneys’ fees or

expenses that have been, could be, or could have been asserted by Plaintiff or any Class member.

“Final” when referring to any order or award entered by the Court, means that one of the following has occurred: (i) the time for the filing or noticing of any motion for reconsideration, appeal, or other review of the order or award has expired without any such filing or notice; or (ii) the order or award has been affirmed in all material respects on an appeal or after reconsideration or other review and is no longer subject to review upon appeal, reconsideration, or other review, and the time for any petition for reconsideration, reargument, appeal or review of such order or award (or any order affirming it) has expired; provided, however, that any disputes or appeals relating solely to the amount, payment or allocation of attorneys’ fees and expenses shall have no effect on finality for purposes of determining the date on which the Order and Final Judgment became Final, and shall not prevent, limit, or otherwise affect the Order and Final Judgment.

“Immediate Family” means an individual’s spouse, parents, siblings, or children, and includes step and adoptive relationships. As used in this Paragraph, “spouse” shall mean a husband, wife, or partner in a state-recognized domestic relationship or civil union.

“Incentive Award” means an award to be paid from the Settlement Amount, and approved by the Court in accordance with this Settlement, to Plaintiff.



“Initial Settlement Amount” means the sum of one million dollars and zero cents United States Dollars (\$1,000,000.00).

“Net Settlement Amount” means the Settlement Amount as defined herein plus any interest accrued thereon after its deposit in the Account less any Administrative Costs, Taxes and Tax Expenses (defined below), any Fee and Expense Award, any Incentive Award, and any Bond Interest Amount.

“Notice Costs” means the reasonable costs and expenses associated with providing notice of the Settlement to the Class.

“Order and Final Judgment” means the Order and Final Judgment to be entered in the Action substantially in the form attached as Exhibit C hereto, or as modified by agreement of the Parties in writing, or as modified by the Court.

“Plaintiff Released Claims” means, as against the Defendant Released Parties, any and all rights, liabilities, suits, debts, obligations, demands, damages, losses, judgments, matters, issues, claims, and causes of action of every nature and description whatsoever, whether known or unknown, contingent or absolute, mature or not mature, liquidated or unliquidated, accrued or not accrued, direct or indirect, regardless of legal or equitable theory and whether arising under federal law, state law, statutory law, common law, foreign law, or any other law, rule or regulation, whether class and/or individual in nature, that Plaintiff and any other Class member (a) asserted in the Action; or (b) could have asserted in the Action or any forum,

including Unknown Claims, that arise out of, are based on, or relate to (i) the allegations, transactions, facts, events, matters, occurrences, representations, or omissions involved, set forth, or referred to in any of the complaints filed in the Action or (ii) the Merger; provided, however, that the release shall not include claims to enforce the Settlement.

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

“Released Claims” means the Plaintiff Released Claims and the Defendant Released Claims, collectively or individually.

“Released Parties” means the Plaintiff Released Parties and the Defendant Released Parties.

“Remaining Settlement Amount” means the sum of sixteen million, eight hundred and fifty thousand dollars and zero cents United States Dollars (\$16,850,000.00).

“Settlement Administrator” means the class action settlement administrator selected by Class Counsel in connection with this Settlement.

“Settlement Amount” means the sum of the Initial Settlement Amount and the Remaining Settlement Amount, *i.e.*, seventeen million, eight hundred and fifty thousand dollars and zero cents United States Dollars (\$17,850,000.00).

“Settlement Fund” means the Settlement Amount plus all interest earned thereon.

“Settlement Hearing” means the hearing to be held by the Court to determine (i) whether Plaintiff and Class Counsel have adequately represented the Class; (ii) whether the proposed Settlement should be approved as fair, reasonable, and adequate to the Class and in the best interests of the Class; (iii) whether all Released Claims against the Released Parties should be dismissed with prejudice; (iv) whether an Order and Final Judgment approving the Settlement should be entered; (v) whether and in what amount any Fee and Expense Award should be paid out of the Settlement Fund; (vi) whether and in what amount any Incentive Award should be paid to Plaintiff out of the Settlement Fund; and (vii) whether and in what amount any Bond Interest Amount should be paid to Plaintiff out of the Settlement Fund.

“Unknown Claims” means any claim that any Party or any Class member does not know or suspect exists in his, her or its favor at the time of the release of the Released Claims as against the Released Parties, including without limitation those which, if known, might have affected the decision to enter into the Settlement or to object or not to object to the Settlement. With respect to any of the Released Claims, the Parties stipulate and agree that, upon the occurrence of the Effective Date, the Parties shall expressly and, by operation of the Order and Final Judgment, each Class member shall be deemed to have, and shall have, expressly waived, relinquished and released any and all provisions, rights and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state of the United States or territory of the United States, or principle of common law, 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.

The Parties acknowledge, and Class members by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of the Parties, and by operation of law Class members, to completely, fully, finally, and forever extinguish any and all Released 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. Plaintiff and Defendants acknowledge, and the other Class members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the Released Claims was separately bargained for and was a key element of the Settlement.

**B. Settlement Consideration**

1. In consideration for the full settlement and release of the Released Claims and dismissal of the Action with prejudice, Defendants shall cause the Initial Settlement Amount to be deposited into the Account within ten (10) business days after entry of the Scheduling Order (as defined below). Defendants shall cause the Remaining Settlement Amount to be deposited into the Account within ten (10) business days after the entry of the Order and Final Judgment. The Fee and Expense Award, the Incentive Award and the Bond Interest Amount shall be disbursed by the Settlement Administrator to Plaintiff, from the Account immediately upon award by the Court and payment of the Remaining Settlement Amount into the Account, in accordance with this Paragraph. The balance of the Settlement Fund shall be administered by the Settlement Administrator and shall be used (a) to pay any Administrative Costs; (b) to pay Taxes and Tax Expenses; and (c) after the payment of Administrative Costs, Taxes, and Tax Expenses, for disbursement of the Net

Settlement Amount to eligible Class members consistent with the Plan of Allocation set forth below in Section C.

2. All funds held in the Account shall be deemed to be held in the custody of the Court and shall remain subject to the jurisdiction of the Court pending distribution in accordance with this Settlement or any further order of the Court.

**C. Plan of Allocation**

3. As soon as reasonably practicable after the Effective Date, the Settlement Administrator shall distribute the Net Settlement Amount to Eligible Closing Date Stockholders on a pro rata, per-share basis and distribute the Net Settlement Amount to Eligible Closing Date Stockholders in the manner set forth in this Paragraph (the “Plan of Allocation”).

i. For Eligible Closing Date Beneficial Holders whose Merger Consideration was distributed through Cede & Co., as nominee for DTC, the Settlement Administrator shall send their portion of the Net Settlement Amount to DTC for distribution.

1) The Settlement Administrator shall instruct DTC Participants to distribute the Eligible Closing Date Beneficial Holders’ portion of the Net Settlement Amount to Eligible Closing Date Beneficial Holders in the same manner in which the DTC Participants distributed proceeds in connection with the Merger.

2) The Settlement Administrator shall provide DTC Participants with a list of Excluded Persons and direct the DTC Participants not to distribute any payment to any Excluded Person.

3) DTC's sole obligation in connection with the Settlement shall be to distribute the Eligible Closing Date Beneficial Holders' portion of the Net Settlement Amount to DTC Participants in accordance with this Paragraph and DTC rules and procedures, and DTC shall not be responsible for any errors in the calculation of any distribution or for any failure by the Settlement Administrator, Defendants, or Class Counsel to identify the Excluded Persons.

ii. For Eligible Closing Date Record Holders, the Settlement Administrator shall send their portion of the Net Settlement Amount to the address listed on the stockholder register or other relevant books and records of the Company or its transfer agent.

4. If there is any balance remaining in the Account after six (6) months from the date of initial distribution (whether by reason of tax refunds; uncashed checks; amounts returned by Excluded Persons, to the extent they receive Settlement payments; or for any other reason), the Settlement Administrator shall, if feasible, distribute the balance to eligible Class members on a pro rata basis. If the cost of making such a further distribution or distributions is unreasonably high relative to

the amount remaining in the Account, any balance which still remains in the Account, after provision for all anticipated expenses, shall be distributed to the Combined Campaign for Justice, P.O. Box 2113, Wilmington, Delaware 19899, a 501(c)(3) charitable organization. Before a distribution to the Combined Campaign for Justice of any remaining funds in the Account, Plaintiff may apply to the Court for reimbursement for Class Counsel's time and expenses incurred in administering the Settlement; provided, however, that any such reimbursement shall be paid out of the Settlement Fund, and no Defendant or Released Party shall have any further responsibility therefor. Neither Defendants nor their insurers shall have any reversionary interest in the Account.

5. Notwithstanding any other provision of this Settlement, Defendants and the Defendant Released Parties shall have no responsibility or liability for any claims, payments or determinations that the Settlement Administrator makes with respect to any Class member claims for payment under this Settlement.

**D. Notice and Administration of Settlement**

6. The Settlement Administrator shall facilitate the dissemination of notice in accordance with the Scheduling Order, calculation of recognized losses, and distribution of the Net Settlement Amount in accordance with the Plan of Allocation. Under the supervision of Class Counsel, the Settlement Administrator shall mail and publish the Notice of Proposed Settlement of Class Action, Settlement



Hearing, and Right to Appear in substantially the form attached hereto as Exhibit B (the “Notice”) and perform all customary administrative functions necessary to implement the Settlement. Administrative Costs shall be paid from the Settlement Fund as incurred, subject to approval by Class Counsel.

7. MVG and its successors-in-interest shall use reasonable efforts to assist Class Counsel and the Settlement Administrator in obtaining information necessary for administration.

8. Class Counsel or the Settlement Administrator retained by them for purposes of providing notice of the Settlement to the Class shall file with the Court an appropriate declaration or affidavit with respect to the preparation and dissemination of the Notice. Such declaration or affidavit shall be filed in accordance with the Scheduling Order.

9. The Settlement Fund is intended to be a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1, and the Parties shall so treat it, and the Settlement Administrator, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be responsible for filing any required tax returns for the Settlement Fund and paying from the Settlement Fund any taxes, including any interest or penalties thereon (the “Taxes”), owed with respect to the Settlement Fund. The Settlement Administrator shall be solely responsible for determining whether any Taxes of any kind are due on income earned

by the Settlement Fund, for filing any necessary tax returns, and for causing any necessary Taxes to be paid. All tax returns shall be consistent with the terms herein and in all events shall reflect that all Taxes shall be paid out of the Settlement Fund.

10. All Taxes arising with respect to the Settlement Fund and any expenses and costs incurred in connection with the payment of Taxes (including, without limitation, expenses of tax attorneys or accountants and mailing, administration and distribution costs and expenses relating to the filing or the failure to file all necessary or advisable tax returns (the “Tax Expenses”)) shall be paid out of the Settlement Fund. The Settlement Administrator shall also timely pay any required Tax Expenses out of the Settlement Fund, and is authorized to withdraw, without prior consent of Defendants or order of the Court, from the Settlement Fund amounts necessary to pay Taxes and Tax Expenses. Upon written request, Defendants will provide promptly to Class Counsel or the Settlement Administrator the statement described in Treasury Regulation § 1.468B 3(e).

11. Neither Defendants nor any of the Defendant Released Parties shall have any liability or responsibility for any Taxes or Tax Expenses relating to the Account or the Settlement Fund, or any deduction or withholding by applicable law in respect of amounts distributed from the Settlement Fund (including any interest, penalties, additions to tax or additional amounts imposed thereon).

**E. Submission and Application to the Court**

12. As soon as practicable after this Stipulation has been executed, the Parties shall jointly apply to the Court for entry of an Order in the form attached hereto as Exhibit A (the “Scheduling Order”), providing for, among other things: (a) the dissemination to Class members of the Notice substantially in the form attached hereto as Exhibit B; and (b) the scheduling of the Settlement Hearing to consider (i) the proposed Settlement, (ii) the joint request of the Parties that the Order and Final Judgment be entered substantially in the form attached hereto as Exhibit C, (iii) the Fee and Expense Award, (iv) the Incentive Award, (v) the Bond Interest Amount, and (vi) any objections to any of the foregoing.

13. At the Settlement Hearing, the Parties shall jointly request that the Order and Final Judgment be entered substantially in the form attached hereto as Exhibit C.

**F. Release of Claims; Scope of the Settlement**

14. In consideration for the Settlement Amount, this Stipulation contemplates the full and final settlement and dismissal with prejudice of the Action and the release of any and all Plaintiff Released Claims. No Defendant Released Party shall have any obligation to pay or bear any additional amounts, expenses, costs, damages, or fees to or for the benefit of Plaintiff or any Class member in connection with the Action, this Settlement, or any Released Claims, including but

not limited to attorneys' fees and expenses for any counsel to any Class member in the Action.

15. The Order and Final Judgment shall provide for the dismissal of the Action with prejudice, on the merits and without costs, except as provided herein.

16. As of the Effective Date, the Released Parties shall be fully, finally, and forever released and discharged from all of the Released Claims.

#### **G. Conditions of the Settlement**

17. This Settlement is expressly conditioned on and subject to each of the following conditions: (a) entry by the Court of the Scheduling Order, substantially in the form attached hereto as Exhibit A; (b) approval of the Settlement and entry of the Order and Final Judgment, substantially in the form attached hereto as Exhibit C; and (c) the Order and Final Judgment becoming Final. If any of these conditions are not met, the Settlement shall not become effective, and the provisions of Section L ("Termination") shall apply.

#### **H. Attorneys' Fees and Expenses**

18. Plaintiff intends to apply for an award of attorneys' fees for the legal services rendered in connection with the prosecution and resolution of the Action, based on counsel's customary hourly billing rates, together with reimbursement of the reasonable expenses incurred in prosecuting the Action on behalf of the Class (the "Fee and Expense Application"). The Fee and Expense Application shall be

considered by the Court separately from its consideration of the fairness, reasonableness, and adequacy of the Settlement.

19. Any attorneys' fees and expenses awarded by the Court shall be paid from the Settlement Fund, or as otherwise approved by the Court, in accordance with Paragraph B(1) of this Stipulation. Payment of any such award shall constitute full satisfaction of any claim by Plaintiff representing the Class for attorneys' fees, costs, or expenses in connection with the Action, the Settlement, or any of the Released Claims. No Defendant Released Party shall have any responsibility or liability for any attorneys' fees, costs, or expenses beyond the amounts expressly provided for in this Stipulation and any order of the Court.

**I. Incentive Award**

20. Plaintiff intends to apply for the Incentive Award in recognition of Plaintiff's contributions to the Action and the achievement of the Settlement. Any Incentive Award shall be paid from the Settlement Fund, or as otherwise approved by the Court, in accordance with Paragraph B(1) of this Stipulation.

**J. Bond Interest Amount**

21. Plaintiff intends to apply for the Bond Interest Amount to compensate Plaintiff for the time value of the \$395,000 bond that Plaintiff posted to secure the consideration the Class stood to receive under the tentative settlement achieved before Plaintiff became lead plaintiff. Any Bond Interest Amount, as approved by

the Court, shall be paid from the Settlement Fund in accordance with Paragraph B(1) of this Stipulation.

**K. Interim Injunction**

22. Subject to the Court's order, and pending final determination of whether the Settlement should be approved, all Class members shall be barred and enjoined, to the fullest extent permitted by law, from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any action or proceeding, in any court or tribunal, directly or indirectly asserting any Plaintiff Released Claims against any of the Defendant Released Parties. All pending deadlines in any such actions shall be stayed.

**L. Termination**

23. If any of the conditions set forth in Section G ("Conditions of the Settlement") are not satisfied, or if the Effective Date otherwise fails to occur, this Stipulation and Settlement shall be canceled and terminated unless the Parties mutually agree in writing to proceed with the Settlement on such terms as may be modified by their written agreement and approved by the Court.

24. Neither modification, rejection of, nor a reversal on appeal of any Fee and Expense Award, any Incentive Award, any Bond Interest Amount, 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 grounds for termination or cancellation of this Stipulation and/or the Settlement. For the avoidance of doubt, the Parties stipulate and agree that any change to the scope or substance of the Plaintiff Released Claims would constitute a failure of the conditions set forth in Section G to be satisfied, and this Stipulation and Settlement shall be canceled and terminated unless the Parties mutually agree in writing to proceed with the Settlement on such terms as may be modified by their written agreement and approved by the Court.

25. In the event the Settlement is terminated as provided herein, this Stipulation and the Settlement shall be null and void and of no further force or effect. In that event, (a) the Parties shall be restored to their respective positions in the Action immediately before the execution of this Stipulation; (b) all negotiations, proceedings, and statements made in connection with the Settlement shall be without prejudice to the rights of any Party and shall not be deemed or construed as an admission by any Party of any fact, matter, or position asserted in the Action, or of the propriety of any claim or defense that has been or could have been asserted therein; and (c) neither this Stipulation, nor the fact of the Settlement, nor any related communications, shall be admissible in any proceeding for any purpose other than to enforce the terms of this Stipulation.

26. In the event of termination, the Settlement Administrator shall, within ten (10) business days after written notice of termination is delivered to Class

Counsel, refund to Defendants all funds remaining in the Account, less only any Administrative Costs actually incurred and any Taxes or Tax Expenses due or owing.

27. Notwithstanding the foregoing, Paragraph 33 shall remain in full force and effect in the event of termination.

**M. No Admission of Liability**

28. The provisions contained in the Settlement and this Stipulation shall not be deemed a presumption, concession, or admission by any Party to this Stipulation of any fault, liability (or lack thereof), or wrongdoing, or any infirmity or weakness of any claim or defense, as to any facts or claims (including the Released Claims) that have been or might be alleged or asserted in the Action, or any other action or proceeding that has been, will be, or could be brought, and shall not be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any person in the Action, or in any other action or proceeding, whether civil, criminal, or administrative, for any purpose other than as permitted by applicable court rules and rules of evidence.

29. Plaintiff and Plaintiff's counsel make no admission or concession concerning any weakness or infirmity in Plaintiff's claims in the Action, and maintain that Plaintiff's claims have had substantial merit at all times.



30. Defendants deny that any of them have committed, threatened to commit, or aided and abetted in the commission of any violations of law or engaged in any of the alleged wrongful acts, and expressly maintain that they diligently and scrupulously complied with their fiduciary and other legal duties and are entering into the Settlement solely to eliminate the burden, expense, distraction, and uncertainties inherent in further litigation.

**N. Miscellaneous Provisions**

31. This Stipulation constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all written or oral communications, agreements, or understandings that may have existed before the execution of this Stipulation. No representations, warranties, or statements of any nature whatsoever, whether written or oral, have been made to or relied upon by any Party concerning this Stipulation, other than the representations, warranties, and covenants expressly set forth in such documents.

32. The terms of the Settlement may be modified or amended only by a written instrument that refers specifically to this Stipulation and the Settlement and is signed by the Parties or their duly authorized counsel.

33. This Stipulation shall be construed in all respects as jointly drafted and shall not be construed, in any way, against any Party on the ground that the Party or its counsel drafted the Stipulation.

34. Headings and paragraph titles are for convenience only and shall not affect the meaning or interpretation of this Stipulation.

35. This Stipulation and the Settlement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict-of-laws principles. The Parties irrevocably and unconditionally (i) consent to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (and, if subject-matter jurisdiction is lacking, the Superior Court of the State of Delaware) for any dispute arising out of or relating to this Stipulation or the Settlement; (ii) agree that no such dispute shall be brought in any other forum; (iii) waive any objection to venue in such courts; (iv) agree not to assert that any such action has been brought in an inconvenient forum; and (v) expressly waive any right to demand a jury trial in any such action.

36. This Stipulation shall be binding upon and inure to the benefit of the Parties hereto and their respective agents, executors, heirs, successors, and assigns.

37. This Stipulation may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

38. This Stipulation shall be executed by counsel for each of the Parties, each of whom represents and warrants that they have authority from their respective client(s) to execute this Stipulation and bind such client(s) hereto.

39. Failure by any Party to enforce this Stipulation against another Party shall not be deemed a waiver of any provision hereof, and such Party shall retain the right thereafter to enforce any and all provisions of this Stipulation against such other Party. No waiver by any Party of a breach or default shall be deemed a waiver of any other or subsequent breach or default.

**IN WITNESS WHEREOF**, the undersigned Parties, by and through their respective counsel, have executed this Stipulation as of the date set forth above.

*[Signature page follows]*

ABRAMS & BAYLISS LLP

/s/ Ben Lucy

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