Exhibit 1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE HUT 8 CORP. SECURITIES LITIGATION	Case No. 1:24-cv-00904-VM CLASS ACTION
THIS DOCUMENT RELATES TO: ALL ACTIONS	

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement, dated as of June 18, 2026 (the "Stipulation"), is made and entered into by and among (a) Lead Plaintiff Abhishek Maheshwari ("Plaintiff"), on behalf of himself and all other members of the Settlement Class (defined herein); and (b) Defendants Hut 8 Corp. ("Hut 8" or the "Company") and Asher Genoot ("Genoot"), Michael Ho ("Ho"), Jaime Leverton ("Leverton"), and Shenif Visram ("Visram") (together, the "Individual Defendants," collectively with Hut 8, the "Defendants," and together with Plaintiff, the "Parties"), by and through their undersigned counsel, and embodies the terms and conditions of the settlement of the above-captioned action (the "Action"). Subject to the approval of the Court and the terms and conditions expressly provided herein, this Stipulation is intended by the Parties to fully, finally, and forever compromise, release, resolve, discharge, settle, and dismiss with prejudice the Action and all Released Plaintiffs' Claims as against the Defendants and Released Defendant Parties.[1]

[1] All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in the "Definitions" section below.

RECITALS

WHEREAS:

A. On February 7, 2024, Ryan Mayiras filed a putative securities class action complaint in the United States District Court for the Southern District of New York styled *Mayiras v. Hut 8 Corp.*, No. 1:24-cv-00904-VM, on behalf of all persons and entities that purchased or otherwise acquired Hut 8 securities between November 9, 2023 and January 18, 2024, inclusive, and who were allegedly damaged thereby. ECF No. 1. The complaint asserted claims under Section 10(b) of the Securities Exchange Act against Hut 8, Leverton, and Visram, and claims under Section 20(a) of the Exchange Act against Leverton and Visram.

B. On March 4, 2024, Mark Latino filed a related action in the United States District Court for the Southern District of New York styled *Latino v. Hut 8 Corp.*, No. 1:24-cv-01636-VM, on behalf of the same putative class.

C. On March 15, 2024, the two cases were consolidated under docket No. 1:24-cv-00904-VM. ECF No. 9.

D. On April 19, 2024, the Court entered an order appointing Abhishek Maheshwari as Lead Plaintiff in this Action and approving Pomerantz LLP as Lead Counsel. ECF No. 34.

E. On June 14, 2024, Plaintiff filed a Consolidated Amended Complaint (the "Complaint"), which asserted claims on behalf of persons and entities that purchased or otherwise acquired Hut 8 securities between February 13, 2023 and January 18, 2024 under: (i) Section 11 of the Securities Act against Hut 8, Ho, Genoot, and Leverton, (ii) Section 15 of the Securities Act against the Individual Defendants, (iii) Section 10(b) of the Securities Exchange Act against Defendants, and (iv) Section 20(a) of the Securities Exchange Act against the Individual Defendants. ECF No. 39.

F. On August 12, 2024, pursuant to the Court's Individual Practices, Defendants transmitted to Plaintiff and filed with the Court a letter regarding the Complaint's alleged deficiencies. ECF No. 46. Plaintiff filed a response on September 11, 2024. ECF No. 47.

G. On October 11, 2024, pursuant to the Court's Individual Practices, Defendants filed a letter requesting a pre-motion conference or that the Court permit the Parties to submit full briefing on the motion to dismiss. ECF No. 48.

H. On October 17, 2024, the Court directed the Parties to submit full briefing on the motion to dismiss. ECF No. 49.

I. Defendants filed their motion to dismiss on December 2, 2024. ECF Nos. 52-54. Plaintiff opposed the motion on January 16, 2025. ECF No. 55. Defendants filed a reply in support of their motion to dismiss on February 18, 2025. ECF No. 56.

J. On September 12, 2025, the Court entered a decision and order that found the Complaint adequately alleged Section 11 and Section 15 claims with respect to two alleged misstatements. ECF No. 57. The Court dismissed the remaining claims and statements.

K. On October 24, 2025, Defendants answered the Complaint. ECF No. 60. Defendants filed an amended answer on November 14, 2025. ECF No. 62.

L. On December 5, 2025, the Court entered the Amended Civil Case Management Plan and Scheduling Order. ECF No. 66.

M. On February 4, 2026, the Court stayed all proceedings, upon the Parties' request, until April 15, 2026, so that the Parties could pursue mediation. ECF No. 68.

N. On April 15, 2026, the Court extended the stay, upon the Parties' request, until May 22, 2026. ECF No. 70.

O. On May 7, 2026, the Parties participated in a full-day, virtual mediation session with Jed D. Melnick, Esq. of JAMS (the "Mediator"). In advance of the mediation, the Parties exchanged opening and reply mediation statements that were accompanied by appendices of exhibits. The session ended without any agreement being reached.

P. Following the mediation session, the Mediator issued a mediator's proposal to resolve the Action for $2,350,000, which the Parties accepted on May 13, 2026.

Q. Thereafter, the Parties memorialized their agreement in principle to settle the Action in a term sheet executed on May 27, 2026 (the "Term Sheet").

R. On May 28, 2026, the Parties notified the Court that the Parties had reached an agreement in principle to settle the Action and were in the process of memorializing their agreement in a comprehensive written settlement agreement. ECF No. 71.

S. This Stipulation (together with the exhibits hereto) reflects the final and binding agreement between the Parties, subject to this Court's approval, and supersedes the Term Sheet.

T. Plaintiff believes that the claims and allegations in the Action have merit and that the information developed to date supports the claims and allegations asserted. However, Plaintiff and Lead Counsel have taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as the Action, as well as the difficulties and delays inherent in such litigation. Lead Counsel are mindful of the inherent problems of proof and the defenses to the claims alleged in the Action. Based upon their investigation, prosecution, and mediation of the Action, Plaintiff and Lead Counsel have concluded that the terms and conditions of this Stipulation are fair, reasonable and adequate to Plaintiff and the other members of the Settlement Class, and in their best interests.

U. This Stipulation constitutes a compromise of all matters that are in dispute between and among the Parties. Throughout this Action, Defendants have denied, and continue to deny, that they engaged in any wrongdoing of any kind, or that they committed any act or omission giving rise to any liability, fault, wrongdoing, or violation of law, including the federal securities laws. Defendants deny that they committed any act or made any material misleading statement or omission giving rise to any liability under the federal securities laws. Defendants deny that they have committed any wrongdoing or violations of law as alleged in the Complaint, any complaint in the Action, or that could have been alleged in the Action, and Defendants maintain that their conduct was at all times proper and in compliance with applicable provisions in law. Defendants maintain that the claims asserted in the Action are without merit, and are entering into this Stipulation solely to avoid and eliminate the burden, expense, distraction, and uncertainty of continued litigation. Defendants expressly deny that Plaintiff has asserted any valid claims as to any of them, and expressly deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever. Defendants also deny, *inter alia*, any allegation that Plaintiff or any Settlement Class Member suffered damages or were otherwise harmed in any way by any Defendant or by the conduct alleged in the Action. Defendants further have asserted and continue to assert that, at all times, they acted in good faith and in a manner they reasonably believed to be in accordance with applicable rules, regulations, and laws. Nevertheless, Defendants have determined to enter into the Settlement on the terms and conditions set forth in this Stipulation solely to put the Released Plaintiffs' Claims to rest, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages. The Stipulation, the Settlement, and the negotiations leading to execution of the Stipulation or Settlement, and any proceedings taken pursuant to or in connection with the Stipulation or approval of the Settlement, shall not be offered against any Defendant or any of the Released Defendant Parties as evidence of any presumption, admission, or concession by any Defendant or any other of the Released Defendant Parties of any fault, liability, or wrongdoing of any kind or of any damages whatsoever.

V. The Parties recognize that the Action has been filed and prosecuted by Plaintiff in good faith and defended by Defendants in good faith and further that the Settlement Amount, and the other terms of this Stipulation as set forth herein, were negotiated at arm's length, in good faith, and reflect an agreement that was reached voluntarily after consultation with experienced legal counsel. The Parties confirm that they will not assert any claims under Federal Rule of Civil Procedure 11 ("Rule 11") and will propose a Final Judgment that shall contain a finding that all Parties and their counsel complied with the provisions of Rule 11 throughout the course of the litigation.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Parties to this Stipulation, through their respective undersigned counsel, subject to approval by the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure and the Private Securities Litigation Reform Act of 1995, that, in consideration of the benefits flowing to the Parties, all Released Plaintiffs' Claims and all Released Defendants' Claims, as against all Released Parties, shall be fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed with prejudice, and without costs, upon and subject to the terms and conditions of this Stipulation, as follows:

DEFINITIONS

1. As used in this Stipulation, the following capitalized terms shall have the meanings set forth below. In the event of any inconsistency between any definition set forth below and any

definition in any other document related to the Settlement, the definition set forth below shall control.

(a) "Action" means the case captioned *In re Hut 8 Corp. Securities Litigation*, Case No. 1:24-cv-00904-VM, pending in the United States District Court for the Southern District of New York before the Honorable Victor Marrero.

(b) "Additional Plaintiffs' Counsel" means Bronstein, Gewirtz & Grossman, LLC.

(c) "Authorized Claimant" means a Settlement Class Member who submits a Claim that is approved by the Court for payment from the Net Settlement Fund.

(d) "Canadian Action" means the litigation currently pending in the Ontario Superior Court of Justice, captioned *Duckett v. Hut 8 Corp.*, Case No. CV-25-00757022-00CP.

(e) "Claim" means a proof of claim and release form submitted to the Claims Administrator.

(f) "Claimant" means a person or entity who or which submits a Claim Form to the Claims Administrator seeking to be eligible to share in the proceeds of the Net Settlement Fund.

(g) "Claim Form" or "Proof of Claim and Release" means the form, substantially in the form attached hereto as Exhibit A-2, that a Claimant must complete and submit should that Claimant seek to share in a distribution of the Net Settlement Fund.

(h) "Claims Administrator" means the firm retained by Lead Counsel, subject to approval of the Court, to provide all notices approved by the Court to potential Settlement Class Members and to administer the Settlement.

(i) “Class Distribution Order” means an order entered by the Court authorizing and directing that the Net Settlement Fund be distributed, in whole or in part, to Authorized Claimants.

(j) “Complaint” means the Consolidated Amended Complaint (ECF No. 39) filed by Plaintiff in this Action on June 14, 2024.

(k) “Court” or “District Court” means the United States District Court for the Southern District of New York.

(l) “Defendants” means Hut 8, Genoot, Ho, Leverton, and Visram.

(m) “Defendants’ Counsel” means Gibson, Dunn & Crutcher LLP.

(n) “Effective Date” with respect to the Settlement means the first date by which all of the events and conditions specified in Paragraph 35 of this Stipulation have been met and have occurred or have been waived.

(o) “Escrow Account” means the separate account maintained at Huntington National Bank, in which the Settlement Amount shall be deposited and held in escrow for the benefit of the Settlement Class pursuant to this Stipulation and subject to the jurisdiction of the Court.

(p) “Escrow Agent” means Huntington National Bank.

(q) “Fee and Expense Application” means Lead Counsel’s application for an award of attorneys’ fees, reimbursement of Litigation Expenses incurred in prosecuting the Action, and an award to Plaintiff pursuant to 15 U.S.C. § 78u-4(a)(4) of the PSLRA.

(r) “Final” with respect to the Judgment, or any other court order, means: (i) if no appeal is filed, the expiration date of the time provided for filing or noticing any appeal under the Federal Rules of Appellate Procedure, *i.e.*, thirty (30) days after entry of the Judgment or order;

or (ii) if there is an appeal from the Judgment or order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or otherwise, or (b) the date the judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari or other form of review, or the denial of a writ of certiorari or other form of review, and, if certiorari or other form of review is granted, the date of final affirmance following review pursuant to that grant. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to (i) attorneys' fees, costs, expenses, or an award to Plaintiff, (ii) the Plan of Allocation of the Net Settlement Fund (as submitted or subsequently modified), or (iii) the procedures for determining Authorized Claimants' recognized claims shall not in any way delay or preclude a judgment from becoming Final.

(s) "Immediate Family" means any children, stepchildren, parents, stepparents, spouses, partners in a state-recognized domestic relationship or civil union, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law and any persons (other than a tenant or employee) sharing the household.

(t) "Individual Defendants" means Genoot, Ho, Leverton, and Visram.

(u) "Judgment" means the Final Judgment to be entered by the Court granting final approval of the Settlement, certifying the Settlement Class for Settlement purposes only, approving the Releases, and dismissing the Released Claims with prejudice and without costs to any of the Parties, which shall be substantially in the form attached hereto as Exhibit B or in a similar form adopted by the Court.

(v) "Lead Counsel" means Pomerantz LLP.

(w) "Litigation Expenses" means the costs and expenses incurred in connection with commencing, prosecuting, and settling the Action (which may include the costs and expenses of Plaintiff directly related to his representation of the Settlement Class), for which Lead Counsel intends to apply to the Court for payment from the Settlement Fund.

(x) "Mediator" means Jed D. Melnick, Esq. of JAMS.

(y) "Merger" means the merger between U.S. Data Mining Group d/b/a US Bitcoin Corp. ("USBTC") and Hut 8 Mining Corp. ("Legacy Hut"), pursuant to which Hut 8 was formed, which closed on November 30, 2023.

(z) "Net Settlement Fund" means the Settlement Fund less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses and any interest thereon awarded by the Court; (iv) any attorneys' fees and any interest thereon awarded by the Court; and (v) any award to Plaintiff approved by the Court.

(aa) "Notice" means the Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys' Fees and Litigation Expenses to be published as set forth in the Preliminary Approval Order, which, subject to Court approval, shall be substantially in the form attached hereto as Exhibit A-1.

(bb) "Notice and Administration Costs" means the costs, fees, and expenses that are actually incurred by the Claims Administrator and/or Lead Counsel in connection with providing notice to the Settlement Class and administering the Settlement, including, but not limited to, the Claims process, as well as the costs, fees, and expenses associated with the Escrow Account.

(cc) "Parties" means Plaintiff and Defendants.

(dd) "Person(s)" means any individual, natural person, corporation (including all divisions and subsidiaries), general or limited partnership, association, joint stock company, joint venture, limited liability company, professional corporation, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity.

(ee) "Plaintiff" means Lead Plaintiff Abhishek Maheshwari.

(ff) "Plaintiffs' Counsel" means Lead Counsel and Additional Plaintiffs' Counsel.

(gg) "Plan of Allocation" means the proposed plan for the distribution of the Net Settlement Fund, which, subject to the approval of the Court, shall be substantially in the form described in the Notice.

(hh) "Postcard Notice" means the notice, substantially in the form attached hereto as Exhibit A-4, to be distributed to Settlement Class Members as set forth in the Preliminary Approval Order.

(ii) "Preliminary Approval Order" means the order, substantially in the form attached hereto as Exhibit A, to be entered by the Court preliminarily approving the Settlement and directing that notice of the Settlement be provided to the Settlement Class.

(jj) "PSLRA" means the Private Securities Litigation Reform Act of 1995, 15 U.S.C. §§ 77z-1 and 78u-4, as amended.

(kk) "Released Claims" means Released Defendants' Claims and Released Plaintiffs' Claims.

(ll) "Released Defendants' Claims" means any and all claims, demands, rights, liabilities, and causes of every nature and description, whether known or Unknown Claims, contingent or absolute, mature or not mature, liquidated or unliquidated, accrued or not accrued, concealed or hidden, whether direct, representative, class, or individual in nature, regardless of legal or equitable theory and 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 asserted in the Action against Defendants, except for claims relating to the enforcement or effect of the Settlement or any claims against any person who submits a valid request for exclusion that is accepted by the Court.

(mm) "Released Defendant Parties" means Defendants and each of their respective former, present or future parents, subsidiaries, divisions, controlling Persons, associates, related entities and affiliates and each and all of their respective present and former employees, members, partners, principals, officers, directors, controlling shareholders, agents, attorneys, advisors (including financial or investment advisors), accountants, auditors, consultants, underwriters, investment bankers, commercial bankers, general or limited partners or partnerships, limited liability companies, members, joint ventures and insurers and reinsurers of each of them, in their capacities as such; and the predecessors, successors, assigns, estates, Immediate Family, heirs, executors, trusts, trustees, administrators, agents, legal representatives, and assignees of each of them, in their capacities as such, as well as any trust of which any Released Defendant Party is the settlor or which is for the benefit of any of their Immediate Family members.

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

(oo) "Released Plaintiffs' Claims" means any and all claims, demands, rights, liabilities, and causes of action of every nature and description, whether known or Unknown, contingent or absolute, mature or not mature, liquidated or unliquidated, accrued or not accrued, concealed or hidden, whether direct, representative, class, or individual in nature, regardless of legal or equitable theory and whether arising under federal, state, common, or foreign law, or any other law, rule, or regulation, at law or in equity, that Plaintiff or any other member of the

Settlement Class: (a) asserted in the Action, including, for the avoidance of doubt, all claims already dismissed by the Court's order dated September 12, 2025 (ECF No. 57); or (b) could have asserted in the Action or any forum that arise out of, are based upon, or relate in any way to:(i) the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Action, or (ii) the purchase, acquisition, transfer, or sale of Hut 8 securities during the Settlement Class Period. Released Plaintiffs' Claims shall not include (a) claims to enforce the Settlement; (b) any claims by persons or entities who or which submit a request for exclusion that is accepted by the Court; or (c) claims brought in the related derivative actions, including *Aliko v. Tai*, No. 1:24-cv-20890 (S.D. Fla.), *Medney v. Tai*, No. 1:24- cv-21482 (S.D. Fla.), *Jiang v. Leverton*, No. 1:24-cv-21591 (S.D. Fla.), *Torres v. Genoot*, No. 1:26-cv-21558 (S.D. Fla.), *Burnley v. Genoot*, No. 2026-0265 (Del. Ch.), *Repchinsky v. Genoot*, No. 2026-0351 (Del. Ch.), *Wells Capital, Inc. v. Flinn*, No. 1:26-cv-22309 (S.D. Fla.), *Bertolino v. Genoot*, No. 1:26-cv-22459 (S.D. Fla.).

(pp) "Released Plaintiff Parties" means Plaintiff, the Settlement Class Members, Plaintiffs' Counsel, on behalf of themselves, and to the fullest extent permitted by law, their respective heirs, executors, administrators, predecessors, successors, attorneys, insurers, agents, and assigns. Released Plaintiff Parties does not include any Person who timely and validly seeks exclusion from the Settlement Class.

(qq) "Settlement" means the resolution of the Action in accordance with the terms and provisions of this Stipulation.

(rr) "Settlement Amount" means $2,350,000 in cash.

(ss) "Settlement Class" or "Settlement Class Member" means all persons and entities that purchased or otherwise acquired Hut 8 securities in the United States or on an exchange based in the United States between February 13, 2023 and January 18, 2024, inclusive, and who were damaged thereby. Excluded from the Settlement Class are Defendants, the officers and directors of Hut 8 at all relevant times, members of their Immediate Family and their legal representatives, heirs, successors, or assigns, and any entity in which Defendants have or had a controlling interest. Also excluded from the Settlement Class are any persons or entities who or which timely and validly exclude themselves from the Settlement Class.

(tt) "Settlement Class Period" means February 13, 2023 through January 18, 2024, inclusive.

(uu) "Settlement Fund" means the Settlement Amount and any interest or income earned thereon.

(vv) "Settlement Hearing" means the hearing to be held by the Court to determine, *inter alia*, whether the proposed Settlement is fair, reasonable, and adequate and should be approved.

(ww) "Summary Notice" means the Summary Notice of Pendency and Proposed Settlement of Class Action and Motion for Attorneys' Fees and Expenses for publication, which, subject to approval of the Court, shall be substantially in the form attached hereto as Exhibit A-3.

(xx) "Taxes" means all federal, state, or local taxes of any kind (including any interest or penalties thereon) on any income earned by the Settlement Fund and the expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, interest, penalties and the reasonable expenses of tax attorneys and accountants).

(yy) "Term Sheet" means the Parties' memorialization of their agreement in principle to settle the Action, executed on May 27, 2026.

(zz) "Unknown Claims" means any and all Released Plaintiffs' Claims that Plaintiff or any other Settlement Class Member do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, and any and all Released Defendants' Claims that any of the Released Defendant Parties do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiff Parties, which if known by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement, including the decision to object to the terms of the Settlement or to exclude himself, herself, or itself from the Settlement Class. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, the Parties shall expressly, and each Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, to the fullest extent permitted by law, expressly waived and relinquished any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or foreign law, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides as follows:

> **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 Released Parties acknowledge they may hereafter discover facts, legal theories, or authorities in addition to, or different from, those which any of them now knows or believes to be true with respect to the Action or the Released Claims, but the Parties shall expressly, fully, finally, and forever settle and release, and each Settlement Class Member shall be deemed to have fully, finally, and forever settled and released, and by operation of the Judgment shall have settled and released, fully, finally, and forever, any and all Released Claims, as applicable, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Parties expressly acknowledge, and other Settlement Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims was separately bargained for and was a material element of the Settlement.

CLASS CERTIFICATION

2. For purposes of this Settlement only, the Parties stipulate and agree to: (i) certification of the Action as a class action, pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, on behalf of the Settlement Class; (ii) the appointment of Plaintiff as class representative for the Settlement Class; and (iii) the appointment of Lead Counsel as class counsel for the Settlement Class pursuant to Rule 23(g) of the Federal Rules of Civil Procedure. The certification of the Settlement Class shall be binding only with respect to the Settlement and only if the Judgment becomes Final.

PRELIMINARY APPROVAL OF SETTLEMENT

3. Shortly after the execution of this Stipulation, Plaintiff, with Defendants' consent, will move for preliminary approval of the Settlement together with its Exhibits, and apply for the entry of a Preliminary Approval Order substantially in the form of Exhibit A, which will, *inter alia*, (i) grant preliminary approval of the Settlement; (ii) provisionally certify the Settlement Class for Settlement purposes only; (iii) approve the form and manner of giving notice of the proposed Settlement to Settlement Class Members; (iv) appoint the Claims Administrator; and (v) set a date for the Settlement Hearing.

RELEASE OF CLAIMS

4. The obligations incurred pursuant to this Stipulation are in consideration of (i) the full and final disposition of the Action as against Defendants, and (ii) the releases provided for herein.

5. Pursuant to the Judgment, without further action by anyone, upon the Effective Date, Plaintiff and each and every other Settlement Class Member, on behalf of themselves and each of their respective heirs, executors, trustees, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, to the fullest extent permitted by law, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed with prejudice each and every one of the Released Plaintiffs' Claims against each and every one of the Released Defendant Parties and shall forever be barred and enjoined from asserting, commencing, instituting, prosecuting, continuing to prosecute, or maintaining in any court of law or equity, arbitration tribunal, or administrative forum any and all of the Released Plaintiffs' Claims against any and all of the Released Defendant Parties. The foregoing release is given regardless of whether Plaintiff or any Settlement Class Member has: (a) executed and delivered a Claim Form; (b) received the Postcard Notice or Notice; (c) filed an objection to the Settlement, the proposed Plan of Allocation, or any Fee and Expense Application; (d) had their Claim Form approved or allowed; or (e) received a distribution from the Settlement Fund.

6. Pursuant to the Judgment, without further action by anyone, upon the Effective Date, Defendants, on behalf of themselves and each of their respective heirs, executors, trustees, administrators, predecessors, successors, and assigns, in their capacities as such, shall have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed with prejudice each and every one of the Released Defendants' Claims against each

and every one of the Released Plaintiff Parties and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Defendants' Claims against any and all of the Released Plaintiff Parties.

7. Notwithstanding Paragraphs 5-6 above, nothing in the Judgment, if applicable, shall bar any action by any of the Parties to enforce or effectuate the terms of this Stipulation or the Judgment, if applicable.

THE SETTLEMENT CONSIDERATION

8. In full settlement of the claims asserted in the Action against Defendants and in consideration of the releases specified in Paragraphs 5-6 above and the other promises and covenants as set forth in this Stipulation, all of which the Parties agree are good and valuable consideration, Defendants agree to pay, or cause to be paid, the Settlement Amount of two million three hundred fifty thousand U.S. dollars and zero cents ($2,350,000.00) into the Escrow Account within thirty (30) calendar days after the later of: (a) the Court entering an order granting preliminary approval of the Settlement, and (b) Lead Counsel providing Defendants' Counsel with all information necessary to effectuate the payment of the Settlement Amount (e.g., a W-9, wiring instructions, contact information for escrow agent to confirm wiring details, details if paying by check, completion of any verification forms reasonably required by the payors).

9. The Settlement Amount represents the entirety of Defendants' and Released Defendant Parties' financial obligations under this Stipulation and in connection with this Settlement. Plaintiff and each of the Settlement Class Members shall look solely to the Settlement Fund as satisfaction of all Released Plaintiffs' Claims. Payment of the Settlement Amount into the Escrow Account as provided for in Paragraph 8 shall be the Released Defendant Parties' only payment obligation in connection with the Settlement, with the exception of Defendants'

obligation pursuant to Paragraphs 22- 23 to pay costs associated with providing shareholder records and notice under the Class Action Fairness Act, 28 U.S.C. §1715, *et seq*. ("CAFA"). None of Defendants, Defendants' Counsel, Released Defendant Parties, including Defendants' insurers or reinsurers, shall have any responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Lead Counsel or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund, including any Notice and Administration Costs; (iii) the Plan of Allocation; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any loss suffered by, or fluctuation in value of, the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund, distributions, or other payments from the Escrow Account, or the filing of any federal, state, or local tax returns. The full payment of the entire Settlement Amount into the Escrow Account in accordance with this Section discharges Defendants' financial obligations under this Stipulation and in connection with the Settlement.

USE AND TAX TREATMENT OF SETTLEMENT FUND

10. The Settlement Fund shall be used to pay: (a) any Taxes; (b) any Notice and Administration Costs; (c) any attorneys' fees and expenses of Plaintiffs' Counsel, and any interest thereon, awarded by the Court; (d) any award to Plaintiff approved by the Court; (e) any other fees and expenses awarded by the Court; and (f) the claims of Authorized Claimants.

11. The Net Settlement Fund shall be distributed to Authorized Claimants as provided in Paragraphs 25-26 below. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held in

the Escrow Account, and all earnings thereon, shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed, or returned to the parties who deposited such funds pursuant to this Stipulation, or returned pursuant to the terms of this Stipulation and/or further order of the Court. The Escrow Agent shall invest funds in the Escrow Account in instruments backed by the full faith and credit of the United States Government (or a mutual fund invested solely in such instruments), or deposit some or all of the funds in non-interest-bearing transaction account(s) that are fully insured by the Federal Deposit Insurance Corporation ("FDIC") in amounts that are up to the limit of FDIC insurance. Defendants and Defendants' Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions executed by, or any other actions of, the Escrow Agent. All risks related to the investment of the Settlement Fund shall be borne solely by the Settlement Fund.

12. After the Settlement Amount has been paid into the Escrow Account, the Parties agree to treat the Settlement Fund as a "Qualified Settlement Fund" within the meaning of Treasury Regulation § 1.468B-1. All provisions of this Stipulation shall be interpreted in a manner that is consistent with the Settlement Fund being a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1. In addition, Lead Counsel shall timely make, or cause to be made, such elections as necessary or advisable to carry out the provisions of this Paragraph 12, including the "relation-back election" (as defined in Treasury Regulation § 1.468B-1) back to the earliest permitted date. Such election shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of Lead Counsel to timely and properly prepare and deliver, or cause to be prepared and delivered, the necessary documentation for

signature by all necessary parties, and thereafter take all such actions as may be necessary or appropriate to cause the appropriate filing(s) to timely occur. Consistent with the foregoing:

(a) For the purposes of Section 468B of the Internal Revenue Code of 1986, as amended, and Treasury Regulation § 1.468B promulgated thereunder, the "administrator" shall be Lead Counsel or their successors, which shall timely and properly file, or cause to be filed, all federal, state, or local tax returns and information returns (together, "Tax Returns") necessary or advisable with respect to the earnings on the funds deposited in the Escrow Account (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such Tax Returns (as well as the election described above) shall be consistent with this subparagraph and in all events shall reflect that all Taxes (including any estimated taxes, earnings, or penalties) on the income earned on the funds deposited in the Escrow Account shall be paid out of such funds as provided in subparagraph (c) of this Paragraph 12.

(b) All Taxes shall be paid out of the Settlement Fund. In all events, Defendants and Defendants' Counsel shall have no liability or responsibility whatsoever for the Taxes or the filing of any Tax Return or other document with the Internal Revenue Service or any other state or local taxing authority or any expenses associated therewith. Neither Defendants nor Defendants' Counsel shall have any liability or responsibility for the Taxes of the Escrow Account with respect to the Settlement Amount or the filing of any Tax Returns or other documents with the Internal Revenue Service or any other taxing authority. Nevertheless, in the event any Taxes are owed by any of Defendants on any earnings on the funds on deposit in the Escrow Account, such amounts shall also be paid out of the Settlement Fund. The Escrow Agent, through the Settlement Fund, shall indemnify and hold the Released Parties harmless for Taxes and tax expenses (including, without limitation, Taxes payable by reason of any such indemnification).

(c) Taxes with respect to the Settlement Fund and the Escrow Account shall be treated as, and considered to be, a Notice and Administration Expense and shall be timely paid, or caused to be paid, by Lead Counsel out of the Settlement Fund without prior order from the Court or approval by Defendants. Lead Counsel shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts (as well as any amounts that may be required to be withheld under Treasury Regulation § 1.468B-2(l)(2)).

13. This is not a claims-made settlement. As of the Effective Date, Defendants, and/or any other Person funding the Settlement on a Defendant's behalf, shall not have any right to the return of the Settlement Fund or any portion thereof except as provided in this Stipulation.

ATTORNEYS' FEES AND LITIGATION EXPENSES

14. Lead Counsel shall submit to the Court a Fee and Expense Application to be paid solely from (and out of) the Settlement Fund.

15. The amount of attorneys' fees and Litigation Expenses awarded by the Court is within the sole discretion of the Court. Any attorneys' fees and Litigation Expenses awarded by the Court shall be payable from the Settlement Fund immediately after entry of the Order granting such award and entry of the Judgment, notwithstanding the existence of any timely filed objections thereto or to the Settlement, or potential for appeal therefrom, or collateral attack on the Fee and Expense Application, the Settlement, or any part thereof, or as otherwise ordered by the Court. Lead Counsel shall allocate any Court-awarded attorneys' fees and Litigation Expenses among Plaintiffs' Counsel.

16. Any payment of attorneys' fees and Litigation Expenses pursuant to Paragraphs 14-15 above shall be subject to Lead Counsel's obligation to make full refunds or repayments to the

Settlement Fund of any paid amounts, plus accrued earnings at the same rate as is earned by the Settlement Fund, if any, if the Settlement is terminated pursuant to the terms of this Stipulation or fails to become effective for any reason, or if, as a result of any appeal or further proceedings on remand or successful collateral attack, the award of attorneys' fees and/or Litigation Expenses is reduced or reversed by Final non-appealable court order. Lead Counsel shall make the appropriate refund or repayment in full no later than thirty (30) calendar days after receiving notice of the termination of the Settlement pursuant to this Stipulation, notice from a court of appropriate jurisdiction of the disapproval of the Settlement by Final non-appealable court order, or notice of any reduction or reversal of the award of attorneys' fees and/or expenses by Final non-appealable court order.

17. Released Defendant Parties shall have no responsibility for, and no liability whatsoever with respect to, any allocation of any attorneys' fees or Litigation Expenses in the Action, or to any other Person who may assert some claim thereto, or any fee or expense awards the Court may issue in the Action. With the sole exception of Defendants' obligation to pay, or cause the payment of, the Settlement Amount into the Escrow Account as provided for in Paragraph 8, Released Defendant Parties shall have no obligation to pay Lead Counsel anything in connection with the Action. Released Defendant Parties shall have no responsibility for, and no liability whatsoever with respect to, any attorneys' fees, costs, or expenses incurred by or on behalf of Settlement Class Members, whether or not paid from the Escrow Account. The Settlement Fund will be the sole source of payment from Released Defendant Parties for any award of attorneys' fees and Litigation Expenses incurred by Plaintiff, Lead Counsel, or any Settlement Class Member or their counsel in connection with this Action.

18. The Settlement is separate from, and is not conditioned upon, any award of attorneys' fees and/or Litigation Expenses. The procedure for and the allowance or disallowance by the Court of any Fee and Expense Application are not part of the Settlement set forth in this Stipulation, and any order or proceeding relating to any Fee and Expense Application, including an award of attorneys' fees or expenses in an amount less than the amount requested by Lead Counsel, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Stipulation, or affect or delay the finality of the Judgment approving the Stipulation and the Settlement set forth herein. In the event of any delay in resolving the Fee and Expense Application, Plaintiff agrees to request that the Court rule on the motion for approval of the Settlement while the Fee and Expense Application remains pending. Plaintiff and Lead Counsel may not cancel or terminate the Stipulation or the Settlement in accordance with Paragraph 36 or otherwise based on the Court's or any appellate court's ruling with respect to fees and expenses in the Action.

NOTICE AND ADMINISTRATION COSTS

19. Except as otherwise provided herein, the Settlement Fund shall be held in the Escrow Account until the Effective Date.

20. Before the Effective Date, without further approval from Defendants or further order of the Court, Lead Counsel may pay actual and reasonable Notice and Administration Costs from the Settlement Fund up to two hundred and fifty thousand U.S. dollars and zero cents ($250,000.00). Taxes and fees related to the Escrow Account and investment of the Settlement Fund may be paid as incurred, without further approval of Defendants or further order of the Court.

NOTICE AND SETTLEMENT ADMINISTRATION

21. As part of the Preliminary Approval Order, Lead Counsel shall seek appointment of a Claims Administrator. Lead Counsel shall be solely responsible for designating the Claims Administrator, subject to approval by the Court. The Claims Administrator, subject to such supervision and direction of Lead Counsel and/or the Court as may be necessary or as circumstances may require, shall administer the Settlement in accordance with the terms of this Stipulation, the Court-approved Plan of Allocation, and subject to the jurisdiction of the Court. For the avoidance of doubt, no Plan of Allocation is part of this Stipulation and Released Defendant Parties shall have no responsibility or liability with respect thereto. Any order or proceeding relating to the Plan of Allocation shall not operate to terminate or cancel this Stipulation or affect the finality of the Judgment. Further, none of Released Defendant Parties shall have responsibility for, interest in, or liability whatsoever with respect to the administration of the Settlement or the actions or decisions of the Claims Administrator, and shall have no liability whatsoever to any Person, including, but not limited to, Plaintiff, any Settlement Class Member, and Lead Counsel in connection with such administration

22. In accordance with the terms of the Preliminary Approval Order to be entered by the Court, the Claims Administrator shall receive Claims and determine, *inter alia*, whether the Claim is valid, in whole or part, and each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's recognized loss, as defined in the Plan of Allocation included in the Notice, or in such other plan of allocation as the Court may approve. For the purposes of identifying and providing notice to the Settlement Class, within five (5) business days of entry of the Preliminary Approval Order, Defendants will, at their own expense, provide or cause to be provided to the Claims Administrator or Lead Counsel a list (consisting of names, mailing addresses, and email addresses, if available) in electronic format, such as Excel,

of Hut 8's shareholders of record during the Settlement Class Period. Plaintiff and the Claims Administrator agree to maintain the list or lists provided pursuant to this Paragraph 22 in confidence and use it only for the purpose of administering this Settlement.

23. Defendants shall be responsible for providing any required notice under CAFA at their own expense, no later than ten (10) calendar days following the filing of this Stipulation with the Court.

24. Defendants shall have no role in the development of, and will take no position with respect to, the Plan of Allocation. Any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement. The Plan of Allocation is not a necessary term of the Settlement or this Stipulation and it is not a condition of the Settlement or this Stipulation that any particular plan of allocation be approved by the Court. Plaintiff and Lead Counsel may not cancel or terminate the Stipulation or the Settlement in accordance with Paragraph 36 or otherwise based on the Court's or any appellate court's ruling with respect to the Plan of Allocation or any plan of allocation in the Action. Defendants and Defendants' Counsel shall have no responsibility or liability for reviewing or challenging of claims, the allocation of the Net Settlement Fund, or the distribution of the Net Settlement Fund.

25. Upon the Effective Date and thereafter, and in accordance with the terms of the Stipulation, the Plan of Allocation, or such further approval and further order(s) of the Court as may be necessary or as circumstances may require, the Net Settlement Fund shall be distributed to Authorized Claimants.

26. If there is any balance remaining in the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise) after at least six (6) months from the date of initial distribution of the Net Settlement Fund, the Claims Administrator shall, if feasible and economical

after payment of Notice and Administration Costs, Taxes, and attorneys' fees and Litigation Expenses, if any, redistribute such balance among Authorized Claimants who have cashed their checks in an equitable and economic fashion. Once it is no longer feasible or economical to make further distributions, any balance that still remains in the Net Settlement Fund after re-distribution(s) and after payment of outstanding Notice and Administration Costs, Taxes, and attorneys' fees and expenses, if any, shall be contributed to a private, non-profit, non-sectarian 501(c)(3) organization designated by Plaintiff.

ADMINISTRATION OF THE SETTLEMENT

27. Any Settlement Class Member who fails to timely submit a valid Claim Form (substantially in the form of Exhibit A-2) will not be entitled to receive any distribution from the Net Settlement Fund, except as otherwise ordered by the Court or allowed by Lead Counsel in their discretion, but will otherwise be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment to be entered in the Action and all releases provided for herein, and will be barred and enjoined, to the fullest extent permitted by law, from commencing, instituting, prosecuting, or maintaining any and all of the Released Plaintiffs' Claims against any and all of the Released Defendant Parties.

28. Lead Counsel shall be responsible for supervising the administration of the Settlement and disbursement of the Net Settlement Fund by the Claims Administrator. Lead Counsel shall have the right, but not the obligation, to advise the Claims Administrator to waive what Lead Counsel deem to be *de minimis* or formal or technical defects in any Claim Form submitted in the interest of achieving substantial justice.

29. It shall be Lead Counsel's responsibility to disseminate the Postcard Notice, Notice, Claim Form, and Summary Notice to potential Settlement Class Members in accordance with this

Stipulation and as ordered by the Court. The Released Defendant Parties shall have no responsibility for, or liability or obligation whatsoever with respect to, the Notice and Claims Administration Costs incurred in connection with doing so, nor shall they have any responsibility or liability whatsoever for any claims with respect thereto. The Escrow Agent, through the Settlement Fund, shall indemnify and hold each of the Released Defendant Parties harmless for any Notice and Claims Administration Costs.

30. For purposes of determining the extent, if any, to which a Settlement Class Member shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

(a) Each Claimant shall be required to submit a Claim Form, substantially in the form attached hereto as Exhibit A-2, supported by such documents as are designated therein, including proof of the Claimant's loss, or such other documents or proof as the Claims Administrator or Lead Counsel, in their discretion, may deem acceptable. Claimants shall bear the burden of establishing their right to a recovery;

(b) All Proofs of Claim and Release must be submitted by the date set by the Court in the Preliminary Approval Order and specified in the Notice, unless such deadline is extended by Lead Counsel in its discretion or by Order of the Court. Any Settlement Class Member who fails to submit a Claim Form by such date shall be barred from receiving any distribution from the Net Settlement Fund or payment pursuant to this Stipulation (unless, by Order of the Court or the discretion of Lead Counsel, late-filed Proofs of Claim and Release are accepted), but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment and all releases provided for herein, and will be permanently barred and enjoined, to the fullest extent permitted by law, from commencing, instituting, prosecuting, or maintaining any and all of the Released Plaintiffs' Claims against any and all of the Released Defendant Parties. A Claim Form shall be deemed to be submitted when mailed, if received with a postmark on the envelope and if mailed by first-class or overnight U.S. Mail and addressed in accordance with the instructions thereon. In all other cases, the Claim Form shall be deemed to have been submitted when actually received by the Claims Administrator;

(c) Each Claim Form shall be submitted to and reviewed by the Claims Administrator, under the supervision of Lead Counsel, which shall determine in accordance with this Stipulation and the Plan of Allocation the extent, if any, to which each claim shall be allowed, subject to review by the Court pursuant to subparagraph (e) below as necessary;

(d) Claim Forms that do not meet the submission requirements may be rejected. Prior to rejecting a Claim Form in whole or in part, the Claims Administrator shall communicate with the Claimant in writing to give the Claimant the chance to remedy any curable deficiencies in the Claim Form submitted. The Claims Administrator, under supervision of Lead Counsel, shall notify, in a timely fashion and in writing, all Claimants whose Claim the Claims Administrator proposes to reject in whole or in part for curable deficiencies, setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose Claim is to be rejected has the right to a review by the Court if the Claimant so desires and complies with the requirements of subparagraph (e) below; and

(e) If any Claimant whose timely Claim has been rejected in whole or in part for curable deficiency desires to contest such rejection, the Claimant must, within ten (10) calendar days after the date of mailing of the notice required in subparagraph (d) above, or a lesser period of time if the Claim was untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a Claim cannot be otherwise resolved, Lead Counsel shall thereafter present the request for review to the Court.

31. Each Claimant who submits a Claim Form shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's claim, including, but not limited to, all releases provided for herein and in the Judgment, and the Claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to the Claimant's status as a Settlement Class Member and the validity and amount of the Claimant's Claim. All proceedings with respect to the administration, processing, and determination of Claims described by this Stipulation and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court, but shall not in any event delay or affect the finality of the Judgment. In connection with processing the Proofs of Claim, no discovery shall be allowed on the merits of the Action or the Settlement.

32. Payment pursuant to the Stipulation and Court-approved Plan of Allocation shall be deemed final and conclusive against any and all Claimants. No Person shall have any claim of any kind against the Defendants, Released Defendant Parties or Defendants' Counsel with respect to the matters set forth in this section (*i.e.*, Paragraphs 27-33) or any of its subsections, or otherwise related in any way to the administration of the Settlement, including without limitation the processing of Claims and distributions.

33. No Person shall have any claim against Plaintiff, Lead Counsel, or the Claims Administrator, or other agent designated by Lead Counsel, based on the distributions made substantially in accordance with this Stipulation and the Settlement contained herein, the Plan of Allocation, or further order(s) of the Court.

TERMS OF THE JUDGMENT

34. If the Settlement contemplated by this Stipulation is approved by the Court, Lead Counsel and Defendants' Counsel shall jointly request that the Court enter a Judgment substantially in the form annexed hereto as Exhibit B.

EFFECTIVE DATE OF SETTLEMENT

35. The Effective Date of this Settlement shall be the first business day on which all of the following shall have occurred or been waived:

(a) entry of the Preliminary Approval Order, which shall be in all material respects substantially in the form set forth in Exhibit A annexed hereto;

(b) payment of the Settlement Amount into the Escrow Account in accordance with Paragraph 8;

(c) Defendants have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation or the Supplemental Agreement (as defined below);

(d) Plaintiff has not exercised his option to terminate the Settlement pursuant to the provisions of this Stipulation;

(e) approval by the Court of the Settlement, following notice to the Settlement Class, as prescribed by Rule 23 of the Federal Rules of Civil Procedure; and

(f) a Judgment, which shall be in all material respects substantially in the form set forth in Exhibit B annexed hereto, has been entered by the Court and has become Final.

WAIVER OR TERMINATION

36. Defendants and Plaintiff, respectively, shall have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so (the "Termination Notice"), through counsel, to all other Parties hereto within thirty (30) calendar days

of: (i) the Court's final refusal to enter the Preliminary Approval Order in any material respect; (ii) the Court's final refusal to approve this Stipulation or any material part thereof; (iii) the Court's Final refusal to enter the Judgment in any material respect; (iv) the date upon which the Judgment is modified or reversed in any material respect by a Final order of the Court, the United States Court of Appeals for the Second Circuit, or the Supreme Court of the United States; or (v) a Final order declining to dismiss the Action with prejudice. Without limitation, any reduction in the scope of the definitions of the Settlement Class or Released Plaintiffs' Claims will be deemed material. For the avoidance of doubt, Plaintiff shall not have the right to terminate the Settlement due to any decision, ruling, or order respecting the Fee and Expense Application, the Plan of Allocation, or any other plan of allocation.

37. In addition to the foregoing, Hut 8, in its sole discretion, shall also have the right to terminate the Settlement in the event the Termination Threshold (defined below) has been reached. Simultaneously herewith, Defendants' Counsel and Lead Counsel are executing a confidential Supplemental Agreement Regarding Requests for Exclusion ("Supplemental Agreement"). The Supplemental Agreement sets forth certain conditions under which Hut 8 shall have the sole option to terminate the Settlement and render this Stipulation null and void in the event that requests for exclusion from the Settlement Class exceed certain agreed-upon criteria (the "Termination Threshold"). The Parties agree to maintain the confidentiality of the Supplemental Agreement, which shall not be filed with the Court unless a dispute arises as to its terms, or as otherwise ordered by the Court, nor shall the Supplemental Agreement otherwise be disclosed unless ordered by the Court. If submission of the Supplemental Agreement is required for resolution of a dispute or is otherwise ordered by the Court, the Supplemental Agreement and/or any of its terms may be disclosed to the Court *in camera* or filed under seal, but such disclosure shall be carried out to the

fullest extent possible in accordance with the practices of the Court so as to preserve the confidentiality of the Supplemental Agreement, particularly the Termination Threshold. In the event of a termination of this Settlement pursuant to the Supplemental Agreement, this Stipulation shall become null and void and of no further force and effect, with the exception of the provisions of Paragraphs 16, 42-44, 54, and 64 which shall continue to apply.

38. The Preliminary Approval Order, attached hereto as Exhibit A, shall provide that requests for exclusion shall be received no later than twenty-one (21) calendar days prior to the Settlement Hearing. Upon receiving any request for exclusion pursuant to the Notice, Lead Counsel shall promptly, and in any event no later than five (5) calendar days after receiving a request for exclusion or twenty-one (21) calendar days prior to the Settlement Hearing, whichever is earlier, notify Defendants' Counsel by email of such request for exclusion and provide copies of such request for exclusion and any documentation accompanying it.

39. In addition to all of the rights and remedies that Plaintiff has under the terms of this Stipulation, Plaintiff shall also have the right to terminate the Settlement in the event that the Settlement Amount has not been paid in the time period provided for in Paragraph 8 above, by providing written notice of the election to terminate to all other Parties and, thereafter, there is a failure to pay the Settlement Amount within fourteen (14) calendar days of such written notice.

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

and that Defendant and Plaintiff and the members of the Settlement Class shall be restored to their litigation positions as of May 27, 2026. All releases and the Judgment as to the other Defendants shall remain unaffected. Defendants warrant, as to the payments they make or cause to be made pursuant to this Stipulation, that, at the time of such payment, they will not be insolvent, nor will payment render them insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including Sections 101 and 547 thereof.

41. If an option to withdraw from and terminate this Stipulation and the Settlement arises under any of Paragraphs 36-37 above: (i) neither Defendants nor Plaintiff (as the case may be) will be required for any reason or under any circumstance to exercise that option; and (ii) any exercise of that option shall be made in good faith, but in the sole discretion of Defendants or Plaintiff, as applicable.

42. With the exception of Paragraphs 43-45 which shall continue to apply, in the event the Settlement is terminated as set forth herein or cannot become effective for any reason, then the Settlement shall be without prejudice, and none of its terms shall be effective or enforceable except as specifically provided herein; the Parties shall be deemed to have reverted to their respective litigation positions in the Action as of May 27, 2026, and the Parties shall proceed in all respects as if this Stipulation and all related orders had not be entered. In such event, this Stipulation, and any aspect of the discussions or negotiations leading to this Stipulation shall not be admissible in this Action or any other action and shall not be used against or to the prejudice of Defendants or against or to the prejudice of Plaintiff, in any court filing, deposition, at trial, or otherwise.

43. In the event the Settlement is terminated or fails to become effective, any portion of the Settlement Amount previously paid into the Escrow Account, together with any interest thereon, less reasonable Notice and Administration Costs, up to $500,000, actually incurred, paid,

or payable from the Settlement Amount, and less any Taxes paid, due, or owing shall be refunded to the persons or entities that paid the Settlement Amount pursuant to written instructions from Defendants' Counsel. In such event, the Escrow Agent or its designee shall apply for any tax refund owed on the Settlement Amount and pay the proceeds, after deduction of any fees or expenses incurred in connection with such application(s) for refund, to the persons or entities that paid the Settlement Amount.

NO ADMISSION OF WRONGDOING

44. Except as set forth in Paragraph 45 below, this Stipulation, whether or not consummated, and whether or not approved by the Court, and any discussion, negotiation, proceeding, or agreement relating to the Stipulation, the Settlement, and any matter arising in connection with settlement discussions or negotiations, proceedings, or agreements, shall not be offered or received against or to the prejudice of any of the Parties or their respective counsel, for any purpose other than in an action to enforce the terms hereof, and in particular:

(a) do not constitute, and shall not be offered or received against or to the prejudice of any of the Released Defendant Parties as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendant Parties with respect to the truth of any allegation by Plaintiff or the Settlement Class, or the validity of any claim that has been or could have been asserted in the Action or in any litigation, including, but not limited to, the Released Plaintiffs' Claims, or of any liability, damages, negligence, fault or wrongdoing of any of the Released Defendant Parties or any Person or entity whatsoever, or of any infirmity in any of Defendants' defenses;

(b) do not constitute, and shall not be offered or received against or to the prejudice of any of the Released Defendant Parties as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by any of the Released Defendant Parties, or against or to the prejudice of Plaintiff, or any Settlement Class Member as evidence of any infirmity in the claims of Plaintiff or the Settlement Class Members;

(c) do not constitute, and shall not be offered or received against or to the prejudice of any of the Released Defendant Parties, Plaintiff, any Settlement Class Member, or their respective counsel, as evidence of a presumption, concession, or admission with respect to any liability, damages, negligence, fault, infirmity, or wrongdoing, or in any way referred to for any other reason against or to the prejudice of any of the Released Defendant Parties, Plaintiff, Settlement Class Members, or their respective counsel, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(d) do not constitute, and shall not be construed against any of the Released Defendant Parties, Plaintiff, or any Settlement Class Member, as an admission or concession that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial; and

(e) do not constitute, and shall not be construed as or received in evidence as an admission, concession, or presumption against Plaintiff or any Settlement Class Member that any of their claims are without merit or infirm or that damages recoverable under the Complaint would not have exceeded the Settlement Amount.

45. Notwithstanding Paragraph 44 above, the Parties and their respective counsel may file this Stipulation and/or the Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel,

release, statute of limitations, statute of repose, good-faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim, or to effectuate any liability protection granted them under any applicable insurance policy. The Parties may file this Stipulation and/or the Judgment in any action that may be brought to enforce the terms of this Stipulation and/or the Judgment. All Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

MISCELLANEOUS PROVISIONS

46. All of the exhibits to the Stipulation (except any plan of allocation to the extent incorporated in those exhibits), and the Supplemental Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

47. The Parties intend this Stipulation and the Settlement to be the full, final, and complete resolution of all claims asserted or that could have been asserted by the Parties with respect to the Released Plaintiffs' Claims and Released Defendants' Claims. Accordingly, the Parties agree not to assert in any court that the Action was brought, prosecuted, or defended in bad faith or without a reasonable basis. The Parties and their respective counsel agree not to contest that each has complied fully with Rule 11 of the Federal Rules of Civil Procedure in connection with the maintenance, prosecution, defense, and settlement of the Action and shall not make any application for sanctions, pursuant to Rule 11 or other court rule or statute, with respect to any claim or defense in this Action. The Parties agree that the amount paid and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties and their respective counsel, including through a mediation process, and reflect a settlement that was reached voluntarily based upon adequate information and after consultation with experienced legal

counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

48. This Stipulation, along with its exhibits and the Supplemental Agreement, may not be modified or amended, nor may any of its provisions be waived, except by a writing signed on behalf of the Parties (or their successors-in-interest) by counsel for the Parties, or their successors, that are materially and adversely affected by the modification, amendment, or waiver. The waiver by one party of any breach of this Stipulation by another party shall not be deemed a waiver by any of the other Parties or a waiver of any other prior or subsequent breaches of this Stipulation.

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

50. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and Litigation Expenses and implementing and enforcing the terms of this Stipulation.

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

52. This Stipulation, its exhibits, and the Supplemental Agreement constitute the entire agreement among the Parties concerning the Settlement, and no representation, warranty, or inducement has been made by any Party concerning this Stipulation and its exhibits other than those contained and memorialized in such documents.

53. Nothing in the Stipulation, or the negotiations relating thereto, is intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, including, without

limitation, the attorney-client privilege, joint defense privilege, or work product protection. The Parties and their counsel shall not suggest that the Settlement constitutes an admission of any claim or defense alleged. None of the Parties shall disparage the others in any statements concerning the Action or the Settlement. For the avoidance of doubt, neither describing the allegations in the Complaint nor denying the allegations in the Complaint shall be considered disparagement within the meaning of this Paragraph 53. Notwithstanding the foregoing, the Parties reserve their right to indicate, in a manner that such a party determines to be appropriate, their belief as to whether the claims asserted were meritorious, and to rebut any contention made in any public forum that the Action was brought or defended in bad faith or without a reasonable basis.

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

55. Whenever this Stipulation requires or contemplates that the Parties shall or may give notice to the other, notice shall be in writing and shall be deemed to have been duly given upon receipt of hand-delivery, emailed PDF or similar-format electronic document, or facsimile transmission with confirmation of receipt. Notice shall be provided as follows:

If to Plaintiff or Lead Counsel:

Jeremy Lieberman
POMERANTZ LLP
600 Third Avenue, 20th Floor
New York, NY 10016
Tel: (212) 661-1100
Email: jalieberman@pomlaw.com

If to Defendants or Defendants' Counsel:

Lissa M. Percopo
GIBSON, DUNN & CRUTCHER LLP
1700 M. Street N.W.
Washington, D.C. 20036-4504
Tel: (202) 887-3770

Email: lpercopo@gibsondunn.com

56. All designations and agreements made, or orders entered during the course of the Action relating to the confidentiality of documents or information shall survive this Stipulation.

57. This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Signatures sent by facsimile or via e-mail in pdf format shall be deemed originals.

58. Once executed, this Stipulation may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

59. This Stipulation shall be binding when signed, but the Settlement shall be effective upon the Effective Date.

60. This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

61. The construction, interpretation, operation, effect, and validity of this Stipulation, the Supplemental Agreement, and all documents necessary to effectuate the Settlement, shall be governed by the laws of the State of New York without regard to conflicts of laws, except to the extent that federal law requires that federal law govern.

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

63. All counsel and any other Person executing this Stipulation and any of the exhibits hereto, or any related Settlement document, warrant and represent that they have the full authority

to do so, and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

64. The Parties and their respective counsel agree to cooperate fully with one another in promptly applying for preliminary approval by the Court of the Settlement and for the scheduling of a hearing for consideration of Final approval of the Settlement, and to agree promptly upon and execute all such other documentation as reasonably may be required to obtain Final approval by the Court of the Settlement.

65. If any disputes arise out of the finalization of the Settlement documentation or the Settlement itself prior to joint submission to the Court of the application for preliminary approval of the Settlement as set forth in Paragraph 64 above, those disputes (after good faith attempts at resolution among the Parties) will be resolved by the Mediator in his sole discretion, by way of mediation.

66. Whether or not the Stipulation is approved by the Court and whether or not the Stipulation is consummated, the Parties and their counsel shall use their best efforts to keep all negotiations, discussions, acts performed, drafts, and proceedings in connection with negotiating the Settlement confidential, unless disclosure is compelled by the Court or required under applicable laws, rules, or regulations. Notwithstanding the foregoing, the Parties agree that this Stipulation may be filed publicly via ECF as part of any motion for preliminary approval of the Settlement.

67. The Parties further understand and agree that Defendants deny all of the Settlement Class and Plaintiff's claims and material allegations asserted in this Action; and that the Parties shall, in good faith, communicate the terms of the Settlement in a manner that is consistent with the fact that no adjudication of fault was made by any court or jury. No public communication

about the negotiation of the Settlement shall claim success or construe the Settlement as an admission of liability. The Parties may not make, by direct or indirect publication, any statements intended to be disparaging of the other Party and/or the claims and defenses they contemplated in the Action. For the avoidance of doubt, nothing herein shall prevent: (i) any Defendant from stating that the claims asserted in the Action were entirely without merit and that none of their conduct, statements, acts, or omissions constitute a violation of any rules, regulations, or laws; or (ii) Plaintiff or Lead Counsel from stating that the Settlement is favorable for the Settlement Class.

68. Except as otherwise provided herein and by the Court to Lead Counsel from the Settlement Fund, each Party shall bear its own costs, expenses, and legal fees.

IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of June 18, 2026.

POMERANTZ LLP

By: ______________________________

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Murielle J. Steven Walsh
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Attorneys for Plaintiff and the Settlement Class

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By: ______________________________

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Attorneys for Defendants

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE HUT 8 CORP. SECURITIES LITIGATION	Case No. 1:24-cv-00904-VM CLASS ACTION
THIS DOCUMENT RELATES TO: ALL ACTIONS	

ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, APPROVING FORM AND MANNER OF NOTICE, AND SETTING DATE FOR HEARING ON FINAL APPROVAL OF SETTLEMENT

WHEREAS:

A. On June 18, 2026, Lead Plaintiff Abhishek Maheshwari ("Plaintiff"), on behalf of himself and all other members of the Settlement Class (defined below) and Defendants Hut 8 Corp. ("Hut 8") and Asher Genoot, Michael Ho, Jaime Leverton, and Shenif Visram (together, the "Individual Defendants," collectively with Hut 8, the "Defendants," and together with Plaintiff, the "Parties") entered into a Stipulation and Agreement of Settlement (the "Stipulation") in the above-captioned litigation (the "Action"), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure, and which, together with the exhibits thereto, sets forth the terms and conditions of the proposed settlement of the Action and all Released Plaintiffs' Claims as against the Defendants and Released Defendant Parties on the merits and with prejudice (the "Settlement");

B. The Court has reviewed and considered the Stipulation and the accompanying exhibits;

C. The Parties to the Stipulation have consented to the entry of this order; and

D. All capitalized terms used in this order that are not otherwise defined herein have the meanings defined in the Stipulation.

NOW, THEREFORE, IT IS HEREBY ORDERED, this 8th day of July, 2026, that:

1. The Court has reviewed the Stipulation, preliminarily approves the Settlement, and finds, pursuant to Federal Rule of Civil Procedure 23(e)(1), that the Court will likely be able to finally approve the proposed Settlement as fair, reasonable, and adequate to the Settlement Class under Federal Rule of Civil Procedure 23(e)(2), subject to further consideration at the Settlement Hearing described below.

2. Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Court preliminarily certifies, for purposes of the Settlement only, the Settlement Class of: all persons and entities that purchased or otherwise acquired Hut 8 securities in the United States or on an exchange based in the United States between February 13, 2023 and January 18, 2024, inclusive, and who were allegedly damaged thereby. Excluded from the Settlement Class are Defendants, the officers and directors of Hut 8 at all relevant times, members of their Immediate Family and their legal representatives, heirs, successors, or assigns, and any entity in which Defendants have or had a controlling interest. Also excluded from the Settlement Class are any persons or entities who or which timely and validly exclude themselves from the Settlement Class.

3. Solely for the purposes of effectuating the proposed Settlement of this Action, the Court finds and preliminarily concludes that the prerequisites of class action certification under Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure have been satisfied for the Settlement Class defined herein and for the purposes of the Settlement only, in that:

(a) the members of the Settlement Class are so numerous that joinder of all Settlement Class Members is impracticable;

(b) there are questions of law and fact common to the Settlement Class Members;

(c) the claims of Plaintiff are typical of the Settlement Class's claims;

(d) Plaintiff and Lead Counsel have fairly and adequately represented and protected, and will fairly and adequately represent and protect, the interests of the Settlement Class;

(e) the questions of law and fact common to Settlement Class Members predominate over any individual questions; and

(f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for purposes of the Settlement only, Plaintiff is preliminarily certified as Class Representative for the Settlement Class. The law firm of Pomerantz LLP is preliminarily appointed Class Counsel for the Settlement Class.

5. The Court finds that (a) the Stipulation resulted from good faith, arms'-length negotiations overseen by an experienced mediator and (b) the Stipulation is sufficiently fair, reasonable, and adequate to the Settlement Class to warrant providing notice of the Settlement to Settlement Class Members and holding the Settlement Hearing.

6. The Settlement Hearing, to be held before the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, is hereby scheduled, either in person or remotely at the Court's discretion, at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York,

NY 10007, in Courtroom 15B, on November 6, 2026, at 11:00 p.m. [a date at least 100 days from entry of this order] for the following purposes:

(a) to determine whether the proposed Settlement is fair, reasonable, and adequate, and should be finally approved by the Court;

(b) to determine whether the proposed Final Order and Judgment ("Judgment") as provided under the Stipulation should be entered, and to determine whether the release by the Settlement Class of the Released Plaintiffs' Claims, as set forth in the Stipulation, should be provided to the Released Defendant Parties;

(c) to determine, for purposes of the Settlement only, whether the Settlement Class should be finally certified; whether Plaintiff should be finally certified as Class Representative for the Settlement Class; and whether the law firm of Pomerantz LLP should be finally appointed as Class Counsel for the Settlement Class;

(d) to determine whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and reasonable and should be approved by the Court;

(e) to consider Lead Counsel's application for an award of attorneys' fees and Litigation Expenses (which may include an application for an award to Plaintiff for reimbursement of his reasonable costs and expenses directly related to his representation of the Settlement Class, pursuant to the Private Securities Litigation Reform Act of 1995 ("PSLRA")); and

(f) to rule upon such other matters as the Court may deem appropriate.

7. The Court reserves the right to approve the Settlement with or without modification and with or without further notice to the Settlement Class. The Court further reserves the right to enter the Judgment approving the Settlement and dismissing the Action on the merits and with prejudice, regardless of whether it has approved the Plan of Allocation or awarded attorneys' fees

and/or Litigation Expenses. The Court may also adjourn the Settlement Hearing, decide to hold the hearing remotely, or modify any of the dates herein without further individual notice to members of the Settlement Class. Any such changes shall be posted on the website for the Settlement.

8. The Court approves the form, substance, and requirements of the Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys' Fees and Litigation Expenses (the "Notice"), the Proof of Claim and Release form ("Claim Form"), the Summary Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys' Fees and Litigation Expenses ("Summary Notice"), and the Postcard Notice, substantially in the forms annexed hereto as Exhibits 1, 2, 3, and 4, respectively, and finds that the mailing and distribution of the Postcard Notice and publishing of the Notice, Summary Notice, and Claim Form substantially in the manner and form set forth in this Order: (a) constitute the best notice to Settlement Class Members practicable under the circumstances; (b) are reasonably calculated, under the circumstances, to describe the terms and effect of the Settlement and to apprise Settlement Class Members of their right to object to the proposed Settlement or to exclude themselves from the Settlement Class; (c) are reasonable and constitute due, adequate, and sufficient notice to all Persons entitled to receive such notice; and (d) satisfy all applicable requirements of the Federal Rules of Civil Procedure (including Rules 23(c)–(e)), the Due Process Clause of the United States Constitution, and 15 U.S.C. § 77z-1(a)(7) and 15 U.S.C. § 78u-4(a)(7), as amended by the PSLRA.

9. The Court approves the retention of and appoints Strategic Claims Services ("SCS") as the Claims Administrator to supervise and administer the notice procedure as well as the processing of claims.

10. No later than thirty (30) calendar days following the later of (i) entry of this Preliminary Approval Order; and (ii) Lead Counsel providing Defendants' Counsel with all information necessary to effectuate the payment of the Settlement Amount (e.g., a W-9, wiring instructions, contact information for escrow agent to confirm wiring details, details if paying by check, completion of any verification forms reasonably required by the payors), Defendants shall pay or cause the payment of $2,350,000 in cash into an interest-bearing escrow account specified by Lead Counsel.

11. At any time after entry of this Order, Lead Counsel may, without further approval from the Court or Defendants, disburse up to two hundred and fifty thousand U.S. dollars and zero cents ($250,000.00) from the Settlement Fund to pay reasonable and necessary Notice and Administration Costs prior to the Effective Date. After the Effective Date, additional amounts may be transferred from the Settlement Fund for Lead Counsel to pay additional reasonable and necessary Notice and Administration Costs actually incurred and paid or payable without further order of this Court. Unless otherwise provided, all fees, costs, and expenses incurred in identifying and notifying Settlement Class Members shall be paid from the Settlement Fund and in no event shall any of the Released Defendant Parties bear any responsibility, liability or obligation for such fees, costs, or expenses.

12. Within five (5) business days of entry of this Order, Hut 8 will, at its own expense, provide or cause to be provided to Lead Counsel a list (consisting of names, mailing addresses, and email addresses, if available) in electronic format, such as Excel, of Hut 8's known, registered shareholders of record during the Settlement Class Period. Plaintiff and the Claims Administrator agree to maintain the list or lists provided pursuant to this Paragraph 12 in confidence and use it only for the purpose of administering the Settlement.

13. Within thirty (30) calendar days after entry of this Preliminary Approval Order, the Claims Administrator shall cause the Postcard Notice, substantially in the form annexed hereto, to be mailed, by first-class mail, postage prepaid, to all Settlement Class Members who can be identified with reasonable effort (the "Notice Date").

14. The Claims Administrator also shall cause the Stipulation and its exhibits, including the Preliminary Approval Order, the Notice, and Claim Form, to be posted on a website to be developed for the Settlement, from which the Notice and Claim Form can be downloaded, within thirty (30) calendar days after entry of this Preliminary Approval Order.

15. The Claims Administrator shall use reasonable efforts to give notice to nominee purchasers such as custodians, brokerage firms, and other Persons and entities that purchased or otherwise acquired Hut 8 securities during the Settlement Class Period for the benefit of another Person or entity. Such nominees shall, within seven (7) calendar days of receipt of the notice: (a) provide a list of the names, addresses, and email addresses (to the extent that email addresses are available) of all such beneficial owners to the Claims Administrator, and the Claims Administrator is ordered to promptly mail the Postcard Notice and/or email the link to the Notice and Claim Form to such identified beneficial owners; (b) request from the Claims Administrator the link to the electronic Notice and Claim Form and, within seven (7) calendar days of receipt of the link, email it to all such beneficial owners; or (c) request from the Claims Administrator sufficient copies of the Postcard Notice to forward to all such beneficial owners and, within seven (7) calendar days of receipt of those Postcard Notices from the Claims Administrator, forward them to all such beneficial owners. Nominees who elect to send the Postcard Notice or the link to the Notice and Claim Form to their beneficial owners shall also send a statement to the Claims Administrator confirming that the mailing and/or emailing was made as directed. Upon full

compliance with these directions, nominees may seek reimbursement of their reasonable expenses actually incurred in providing notice to beneficial owners up to a maximum of $0.02 per name, address, and email address provided to the Claims Administrator, up to $0.02 per Postcard Notice actually mailed plus postage at the pre-sort rate used by the Claims Administrator, or up to $0.02 per link to the electronic Notice and Claim Form transmitted by email, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Such properly documented expenses incurred by nominees in compliance with the terms of this Order shall be paid from the Settlement Fund, with any disputes as to the reasonableness or documentation of expenses incurred subject to review by the Court. Nominees are not authorized to print the Postcard Notice. Postcard Notices may only be printed by the Claims Administrator.

16. Lead Counsel shall, at least seven (7) calendar days before the Settlement Hearing, file with the Court proof, by affidavit or declaration, of mailing of the Postcard Notice and/or emailing the links to the Notice and Claim Form.

17. Lead Counsel shall cause the Summary Notice to be published in *PR Newswire* within fourteen (14) calendar days of the Notice Date. Lead Counsel shall, at or before the Settlement Hearing, file with the Court proof of publication of the Summary Notice.

18. In order to be eligible to receive a distribution from the Net Settlement Fund, in the event the Settlement is effected in accordance with the terms and conditions set forth in the Stipulation, each Claimant shall take the following actions and be subject to the following conditions:

(a) A properly executed Claim Form, substantially in the form annexed hereto as Exhibit 2, must be submitted to the Claims Administrator, at the address indicated in the Notice, postmarked no later than 120 days after the Notice Date. Such deadline may be further extended by Court order or by Lead Counsel in its discretion. Each Claim Form shall be deemed to have been submitted when postmarked (if properly addressed and mailed by first-class or overnight mail, postage prepaid). Any Claim Form submitted in any other manner shall be deemed to have been submitted when it was actually received at the address designated in the Notice. Any Settlement Class Member who does not timely submit a Claim Form within the time provided for shall be barred from sharing in the distribution of the Net Settlement Fund, unless otherwise ordered by the Court, but shall remain bound by all determinations and judgments in this Action concerning the Settlement, as provided by Paragraph 21 of this order.

(b) The Claim Form submitted by each Claimant must satisfy the following conditions, unless otherwise allowed pursuant to the Stipulation: (i) it must be properly completed, signed, and submitted in a timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must be accompanied by adequate supporting documentation for the transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by the Claims Administrator and/or Lead Counsel; (iii) if the Person executing the Claim Form is acting in a representative capacity, a certification of her current authority to act on behalf of the Claimant must be included in the Claim Form; and (iv) the Claim Form must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury. Claimants bear the burden of establishing their right to a recovery from the Net Settlement Fund.

(c) Once the Claims Administrator has considered a timely submitted Claim Form, it shall determine whether such Claim is valid, deficient, or rejected. For each Claim determined to be either deficient or rejected, the Claims Administrator shall send a deficiency letter or rejection letter as appropriate, describing the basis on which the Claim was so determined. Any Person who timely submits a Claim Form that is deficient shall be afforded a reasonable time (at least ten (10) calendar days) to cure such deficiency if it appears that such deficiency may be cured. If any Claimant whose Claim has been rejected in whole or in part (either due to uncurable deficiency, a failure to cure a deficiency, or any other stated basis) wishes to contest such rejection, the Claimant must, within ten (10) calendar days after the date of mailing of the rejection or partial rejection notice, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's ground for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If an issue concerning a Claim cannot be otherwise resolved, Lead Counsel shall thereafter present the request for review to the Court.

(d) As part of the Claim Form, each Claimant shall submit to the jurisdiction of the Court with respect to the Claim submitted, and shall, upon the Effective Date, release all claims as provided in the Stipulation.

19. All Settlement Class Members who do not submit valid and timely Claim Forms will be forever barred from receiving any payments from the Net Settlement Fund, except as otherwise ordered by the Court or allowed by Lead Counsel in their discretion, but will in all other respects be subject to and bound by the provisions of the Stipulation and Judgment, if entered, unless they validly exclude themselves from the Settlement Class.

20. Any Settlement Class Member may enter an appearance in this Action, at his, her, or its own expense, individually or through counsel of his, her, or its own choice. If any Settlement Class Member does not enter an appearance, he, she, or it will be represented by Lead Counsel.

21. Settlement Class Members shall be bound by all orders, determinations, and judgments in this Action, whether favorable or unfavorable, unless such Persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. A putative Settlement Class Member wishing to make such an exclusion request shall mail the request in written form by first-class mail to the address designated in the Notice for such exclusions, such that it is received no later than twenty-one (21) calendar days prior to the Settlement Hearing. Such request for exclusion must clearly: (a) indicate the name, address, telephone number, and e-mail contact information (if any) of the Person seeking exclusion, (b) state that the sender requests to be "excluded from the Settlement Class in "*In re Hut 8 Corp. Securities Litigation*, Case No. 1:24-cv-00904-VM (S.D.N.Y.)," and (c) state the number of shares of Hut 8 common stock the Person seeking exclusion (i) owned as of the opening of trading on February 13, 2023, (ii) received in exchange for U.S. Data Mining Group d/b/a US Bitcoin Corp. ("USBTC") capital stock in connection with the Merger, (iii) received in exchange for Hut 8 Mining Corp. ("Legacy Hut") securities in connection with the Merger, (iii) purchased, acquired, and/or sold during the Settlement Class Period, including the number of shares and prices for each transaction, and (iv) held as of the close of trading on January 14, 2024. To be valid, such request for exclusion must be submitted with documentary proof (i) of each purchase, acquisition, and, if applicable, sale of Hut 8 common stock during the Settlement Class Period, and (ii) demonstrating such Person's status as a beneficial owner of the Hut 8 common stock. Any such request for exclusion must be signed and submitted by the beneficial owner under penalty of perjury. The request for exclusion shall not be effective unless it provides the required information, is legible, and is made within the time stated above, or the exclusion is otherwise accepted by the Court. Lead Counsel may contact

any Person filing a request for exclusion, or their attorney if one is designated, to discuss the exclusion.

22. The Claims Administrator shall provide all requests for exclusion and supporting documentation submitted therewith (including untimely requests and revocations of requests) to Lead Counsel as soon as possible and no later than the deadline for requesting exclusion or upon the receipt thereof (if later than the deadline for requesting exclusion). Lead Counsel shall promptly (and in any event no later than five (5) calendar days after receiving a request for exclusion or twenty-one (21) calendar days prior to the Settlement Hearing, whichever is earlier) provide Defendants' counsel with copies of such requests for exclusion, and any written revocations of requests for exclusion, by email.

23. All Persons who submit a valid, timely, and unrevoked request for exclusion shall have no rights under the Stipulation, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Stipulation or any Final Judgment. Unless otherwise ordered by the Court, any Class Member who does not submit a valid and timely written Request for Exclusion as provided by this paragraph shall be bound by the Stipulation.

24. Any Settlement Class Member who does not request exclusion from the Settlement Class may object to the proposed Settlement, the proposed Plan of Allocation, or the Fee and Expense Application. Any objections must be signed by the objector and clearly and legibly (a) state the name, address, telephone number, and e-mail address (if any) of the objector; (b) state that the objector is objecting to the proposed Settlement, Plan of Allocation, or Fee and Expense Application in "*In re Hut 8 Corp. Securities Litigation*, Case No. 1:24-cv-00904-VM (S.D.N.Y.);" (c) state the objection(s) and the specific reasons for each objection, including whether it applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class,

and any legal and evidentiary support, and witnesses the Settlement Class Member wishes to bring to the Court's attention; and (d) include documents sufficient to prove the objector's membership in the Settlement Class, including the number of shares of Hut 8 common stock that the objector purchased, acquired, or sold during the Settlement Class Period, as well as the date(s) and price(s) of each such purchase, acquisition, or sale. Objectors who are represented by counsel must also provide the name, address, and telephone number of all counsel, if any, who represent them, including their former or current counsel who may be entitled to compensation in connection with the objection; the number of times the objector and their counsel have filed an objection to a class action settlement in the last five years; the nature of each such objection in each case; and the name and docket number of each case.

25. The Court will consider any Settlement Class Member's objection to the Settlement, the Plan of Allocation, or the Fee and Expense Application only if such Settlement Class Member has served on the following counsel, by hand or by mail, his, her, or its written objection and supporting papers, such that they are received on or before twenty-one (21) calendar days before the Settlement Hearing:

Lead Counsel:
Jeremy A. Lieberman
Murielle J. Steven Walsh
POMERANTZ LLP
600 Third Avenue, 20th Floor
New York, NY 10016

Counsel for Defendants:
Lissa M. Percopo
GIBSON, DUNN & CRUTCHER LLP
1700 M Street N.W.
Washington, D.C. 20036-4504

and has filed, either by mail or in person, at least twenty-one (21) calendar days prior to the Settlement Hearing, said objections and supporting papers with the Clerk of the Court, United

States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007.

26. Any Settlement Class Member who does not object in the manner prescribed above shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to any aspect of the Settlement, to the Plan of Allocation, or to the Fee and Expense Application, unless otherwise ordered by the Court, and shall otherwise be bound by the Judgment to be entered and the releases to be given.

27. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval. However, Persons wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, and/or the Fee and Expense Application are required to indicate in their written objection their intention to appear at the hearing. Further, Persons who intend to object to the Settlement, the Plan of Allocation, and/or the Fee and Expense Application and desire to present evidence at the Settlement Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing.

28. Until otherwise ordered by the Court, the Court stays all proceedings in the Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement. Pending final determination of whether the Settlement should be approved, Plaintiff, each and every Settlement Class Member, and anyone who acts or purports to act on their behalf, shall not institute, commence, or prosecute any action or proceeding in any court or tribunal which asserts Released Plaintiffs' Claims against the Released Defendant Parties.

29. All papers in support of the Settlement, Plan of Allocation, and Lead Counsel's Fee and Expense Application shall be filed with the Court and served on or before thirty-five (35)

calendar days prior to the date set herein for the Settlement Hearing. Any submissions filed in response to any objections or in further support of the Settlement, the Plan of Allocation, and/or the Fee and Expense Application shall be filed no later than seven (7) calendar days prior to the Settlement Hearing.

30. No Person who is not a Settlement Class Member or Lead Counsel shall have any right to any portion of, or to any distribution of, the Net Settlement Fund unless otherwise ordered by the Court or otherwise provided in the Stipulation.

31. All funds held in escrow shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be disbursed pursuant to the Stipulation and/or further order of the Court.

32. Neither Defendants, their counsel, nor any of the Released Defendant Parties shall have any responsibility for the Plan of Allocation nor any application for attorney's fees or Litigation Expenses submitted by Lead Counsel or Plaintiff, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to the Plan of Allocation or any application for attorneys' fees or Litigation Expenses, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Stipulation, or affect or delay the finality of the Judgment approving the Stipulation and the settlement of the Action.

33. If the Settlement is terminated as provided in the Stipulation, the Settlement is not approved or consummated for any reason whatsoever, or the Effective Date of the Settlement otherwise fails to occur, then both the Stipulation (as well as any amendments thereto), except as otherwise provided therein, this Preliminary Approval Order, and all proceedings had in connection therewith shall be null and void, of no further force or effect, and without prejudice to

any Party, and may not be introduced as evidence or used in any actions or proceedings by any Person or entity against the Parties for any purpose. In any such event, the Parties shall not forfeit or waive any factual or legal defense or contention in the Action and the Parties shall be deemed to have reverted to their respective litigation positions in the Action as of May 27, 2026.

34. This Order, the term sheet entered into by and between the Parties on May 27, 2026, the Stipulation (whether or not finally approved or consummated), in addition to the negotiations of these items and any proceedings taken pursuant to them, do not constitute and shall not be:

(a) offered against or received against or to the prejudice of any of the Released Defendant Parties as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendant Parties with respect to the truth of any allegation by Plaintiff or the Settlement Class, or the validity of any claim that has been or could have been asserted in the Action or in any litigation, including, but not limited to, the Released Plaintiffs' Claims, or of any liability, damages, negligence, fault, or wrongdoing of any of the Released Defendant Parties or any Person or entity whatsoever, or of any infirmity in any of Defendants' defense;

(b) offered or received against or to the prejudice of any of the Released Defendants Parties as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by any of the Released Defendants Parties, or against or to the prejudice of Plaintiff, or any Settlement Class Member as evidence of any infirmity in the claims of Plaintiff or the Settlement Class Members;

(c) offered or received against or to the prejudice of any of the Released Defendant Parties, Plaintiff, any Settlement Class Member, or their respective counsel, as evidence of a presumption, concession, or admission with respect to any liability, damages, negligence, fault, infirmity, or wrongdoing, or in any way referred to for any other reason against or to the prejudice of any of the Released Defendant Parties, Plaintiff, Settlement Class Members, or their respective counsel, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(d) construed against any of the Released Defendant Parties, Plaintiff, or any Settlement Class Member, as an admission or concession that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial; and

(e) construed as or received in evidence as an admission, concession, or presumption against Plaintiff or any Settlement Class Member that any of their claims are without merit or infirm or that damages recoverable in the Action would not have exceeded the Settlement Amount.

35. The Parties' agreements entered during this Action relating to the confidentiality of information shall survive this Settlement.

36. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement.

DATED this 8th day of July, 2026.
New York, New York

HONORABLE VICTOR MARRERO
UNITED STATES DISTRICT JUDGE

Exhibit 1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE HUT 8 CORP. SECURITIES LITIGATION	Case No. 1:24-cv-00904-VM CLASS ACTION
THIS DOCUMENT RELATES TO: ALL ACTIONS	

NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT, AND MOTION FOR ATTORNEYS' FEES AND LITIGATION EXPENSES

Please be advised that your rights may be affected by the above-captioned securities class action (the "Action") pending in the United States District Court for the Southern District of New York (the "Court") if you purchased or otherwise acquired Hut 8 Corp. ("Hut 8") securities in the United States or an exchange based in the United States between February 13, 2023 and January 18, 2024, inclusive (the "Settlement Class Period"), and were allegedly damaged thereby (the "Settlement Class").[1]

A federal court authorized this Notice. This is not attorney advertising.

- Please be advised that the Court-appointed Lead Plaintiff Abhishek Maheshwari ("Plaintiff"), on behalf of himself and the Settlement Class, has reached a proposed settlement of the Action for two million three hundred and fifty thousand U.S. dollars and zero cents ($2,350,000.00) (the "Settlement Amount") in cash that, if approved, will resolve all claims in the Action (the "Settlement").

- The Court will hold a Settlement Hearing on ____, 202__ at _____ :__ __.m. to decide whether to approve the Settlement. If approved by the Court, the Settlement will provide for the payment of the Settlement Amount, plus interest as it accrues, minus attorneys' fees to Lead Counsel, Litigation Expenses, any interest on such attorneys' fees and Litigation Expenses awarded by the Court, any compensatory award to Plaintiff approved by the Court, Notice and Administration Expenses, and Taxes on interest, to persons and entities who purchased or otherwise acquired Hut 8 common stock in the United States or an exchange based in the United States during the Settlement Class Period, and who submit an eligible Proof of Claim and Release form ("Claim Form").

- Based on Plaintiff's consulting damages expert's estimate that approximately 34.23 million shares of Hut 8 publicly traded common stock may have been affected by the alleged conduct

[1] All capitalized terms used in this Notice that are not otherwise defined herein shall have the same meanings as set forth in the Stipulation and Agreement of Settlement, dated June 18, 2026 (the "Stipulation"), available at www.strategicclaims.net/Hut8.

at issue in the Action,[2] and assuming that all Settlement Class Members elect to participate in the Settlement, the estimated average recovery (before the deduction of any Court-approved fees, expenses, and costs as described herein) is approximately $0.07 per share. This is not an estimate of the actual recovery per share you should expect. Your actual recovery, if any, will depend on the aggregate losses of all Settlement Class Members, the date(s) you purchased or otherwise acquired and sold Hut 8 common stock, the purchase and sale prices, and the total number and amount of claims filed.

- Attorneys for Plaintiff and the Settlement Class, Pomerantz LLP ("Lead Counsel"), intend to ask the Court to award them and Additional Plaintiffs' Counsel, Bronstein, Gewirtz & Grossman LLC (together, "Plaintiffs' Counsel"), fees of up to 33.3% of the Settlement Amount, plus interest; payment of up to $150,000 in Litigation Expenses, plus interest; and up to $10,000 for a compensatory award to Plaintiff, pursuant to the Private Securities Litigation Reform Act of 1995 ("PSLRA"). Since the Action's inception, Lead Counsel have expended considerable time and effort in this case on a contingent-fee basis and have advanced the expenses of the Action with the expectation that if they were successful in obtaining a recovery for the Settlement Class, they would be paid from such recovery. Collectively, the requested attorneys' fees to Lead Counsel, Litigation Expenses, and compensatory award to Plaintiff are

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[2] Only Plaintiff's Securities Act claims remain in this Action. Those claims arise from allegedly false or misleading statements made in a registration statement, as amended, and prospectus (the "Registration Statement"), issued in connection with the merger between U.S. Data Mining Group d/b/a US Bitcoin Corp. ("USBTC") and Hut 8 Mining Corp. ("Legacy Hut"), pursuant to which Hut 8 was formed ("the Merger").

Pursuant to the Registration Statement, roughly 34.23 million shares—the shares that Plaintiff's damages expert estimates may be entitled to recovery—were issued to USBTC shareholders (excluding the roughly 10 million shares issued to USBTC insiders). In connection with the Merger, unregistered shares—*i.e.*, shares not issued pursuant to the Registration Statement—were also issued to Legacy Hut shareholders. After the Merger closed, the unregistered shares issued to Legacy Hut shareholders and registered shares issued to USBTC shareholders were commingled in the market. Because, under the Securities Act, only shares traceable to the Registration Statement would be eligible for recovery, Plaintiff and other Settlement Class Members who purchased shares in the open market after the Merger closed faced significant hurdles in proving that their shares were the registered shares rather than the unregistered shares. Defendants' position is that any shareholder who purchased a share on the open market cannot trace and therefore is entitled to no recovery. The Settlement eliminates the risk that the Court would agree with Defendants.

The Proposed Plan of Allocation provides that only shares assumed to be purchased pursuant to and traceable to the Registration Statement are eligible for recovery, and assumes those shares include: (i) the shares of Hut 8 common stock issued to USBTC shareholders, and (ii) shares of Hut 8 common stock purchased in the open market in the United States or on a U.S. exchange after the Merger closed during the Settlement Class Period. The unregistered Hut 8 shares issued to Legacy Hut shareholders in connection with the Merger are not eligible for recovery.

estimated to average approximately $0.03 per share. If approved by the Court, these amounts will be paid from the Settlement Fund (defined below).

- The estimated average net recovery, after the deductions set forth in the preceding paragraph, is approximately $0.04 per share. These estimates are based on the assumptions set forth in the preceding paragraphs. Your actual recovery, if any, will depend on, among other things, when your shares were purchased or otherwise acquired and the price at the time of purchase or acquisition; whether the shares were sold and, if so, when they were sold and for how much; and the aggregate value of the Recognized Losses (defined in the proposed Plan of Allocation) represented by valid and acceptable Claim Forms.
- The Settlement resolves the Action and the claims that Hut 8 and Asher Genoot ("Genoot"), Michael Ho ("Ho"), Jaime Leverton ("Leverton"), and Shenif Visram ("Visram") (together, the "Individual Defendants," collectively with Hut 8, the "Defendants") violated federal securities laws by allegedly making misrepresentations and/or omissions of material fact in public statements to the investing public in connection with the Merger. Specifically, the Complaint alleges that Defendants misrepresented, *inter alia*, energy and internet issues that had materialized at one of Hut 8's (and formerly, USBTC's) digital asset mining sites, the King Mountain joint venture (the "King Mountain JV"), causing damage to Settlement Class Members. Defendants have entered into the Stipulation with Plaintiff (collectively, the "Parties"). Defendants have denied and continue to deny all allegations of wrongdoing, fault, liability or damage whatsoever asserted by Plaintiff.
- The Parties disagree on how much money, if any, could have been won if Plaintiff prevailed on any of his claims.
- For Plaintiff, the principal reason for the Settlement is the guaranteed cash benefit to the Settlement Class. This benefit must be compared to the risk that the Court may grant the Defendants' anticipated motion for judgment on the pleadings; the costs and delay associated with completing discovery; the risk that the Court may refuse to certify a class and/or grant anticipated motions for summary judgment filed by Defendants, in whole or in part; the risks involved in proving the allegations; the uncertainty of a greater recovery after a trial and appeals; and the difficulties and delays inherent in such litigation. For Defendants, who deny all allegations of wrongdoing or liability whatsoever and deny that the Settlement Class Members were damaged, the reasons for entering into the Settlement are to end the burden, expense, distraction, and uncertainty of continued litigation.
- If you are a Settlement Class Member, your legal rights will be affected whether you act or do not act. If you do not act, you may permanently forfeit your right to recover on these claims. Therefore, you should read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	The only way to get a payment from the Settlement. Claim Forms must be postmarked or submitted online **on or before ____, 202_**

EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the Defendants or any other Released Defendant Parties about the legal claims that were or could have been asserted in this Action. Requests for exclusion must be received **on or before ____, 202_**
OBJECT	Write to the Court about why you do not like the Settlement, the Plan of Allocation, and/or the request for attorneys' fees, costs, and expenses. You will still be a member of the Settlement Class. Objections must be received by the Court and counsel **on or before ____, 202_**
PARTICIPATE IN THE HEARING	Ask to speak in Court about the fairness of the Settlement, the Plan of Allocation, and/or the request for attorneys' fees, costs, and expenses. Requests to speak must be received by the Court and counsel **on or before ____, 202_**
DO NOTHING	Get no payment and give up your rights to bring your own individual action.

INQUIRIES

Please do not contact the Court, Defendants, Defendants' Counsel, or the Office of the Clerk of Court regarding this Notice. All inquiries concerning this Notice, the Claim Form, or any other questions by Settlement Class Members should be directed to:

In re Hut 8 Securities Litigation c/o Strategic Claims Services 600 N. Jackson Street, Suite 205 P.O. Box 230 Media, PA 19063 Toll-Free: (866) 274-4004 Fax: (610) 565-7985 info@strategicclaims.net	Jeremy Lieberman Murielle J. Steven Walsh POMERANTZ LLP 600 Third Ave, Floor 20 New York, NY 10016 Telephone: (212) 661-1100 Email: jalieberman@pomlaw.com mjsteven@pomlaw.com

BASIC INFORMATION CONCERNING THE SETTLEMENT

1. Why did I receive notice of the Settlement?

You or someone in your family may have purchased or otherwise acquired Hut 8 common stock in the United States or on an exchange based in the United States during the period from February 13, 2023 to January 18, 2024, both dates inclusive.

RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE A PAYMENT. The Parties do not have access to your individual investment information. If you wish to be eligible for a payment, you are required to submit the Claim Form that is being distributed with this Notice. *See* Question 10 below.

2. What is this case about?

This Settlement resolves the case known as *In re Hut 8 Corp. Securities Litigation,* Case No. 1:24-cv-00904-VM (S.D.N.Y.). The Court in charge of the case is the United States District Court for the Southern District of New York. The Action involves allegations that Defendants violated the Securities Exchange Act of 1934 ("Exchange Act") and the Securities Act of 1933 (the "Securities Act"). The operative complaint, the Consolidated Amended Complaint (the "Complaint"), alleges that Defendants made material misrepresentations and/or omissions to the public about purported energy and internet issues at the King Mountain JV and USBTC's financial condition before the Merger, causing damage to Settlement Class Members. Defendants deny any wrongdoing. The Complaint alleges that Hut 8's common stock price was artificially inflated and when the true facts were revealed, the artificial inflation was removed from the price of Hut 8's common stock, causing the price to drop and damaging Settlement Class Members.

On September 12, 2025, the Court denied Defendants' motion to dismiss the Complaint in part. Specifically, the Court found that Plaintiff sufficiently alleged that two of Defendants' statements concerning the King Mountain JV contained misrepresentations and/or omissions of material fact in violation of the Securities Act. The Court dismissed the Exchange Act claims and the claims related to alleged misrepresentations and omissions concerning USBTC's financial condition prior to the Merger. Defendants deny any wrongdoing. The Court did not finally decide the Action in favor of Plaintiff or Defendants, and there has been no trial. Instead, both sides agreed to a settlement.

Throughout this Action, Defendants have denied, and continue to deny, that they engaged in any wrongdoing of any kind, or that they committed any act or omission giving rise to any liability, fault, wrongdoing, or violation of law, including the federal securities laws. The Settlement shall not be construed as, or deemed to be evidence of, liability, fault, wrongdoing, injury, or damages, or of any wrongful conduct, acts, or omissions on the part of Defendants or any of the Released Defendant Parties, or of any infirmity of any defense, or of any damages to the Plaintiff or any other Settlement Class Member. The Settlement resolves all of the claims in the Action, as well as certain other related claims or potential claims, whether known or unknown.

3. Why is this a class action?

In a class action, one or more persons called plaintiffs sue on behalf of all persons who have similar claims. All of the persons with similar claims are referred to as a class. One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a settlement?

Plaintiff and Defendants do not agree about the merits of Plaintiff's allegations and Defendants' defenses with respect to liability or the average amount of damages per share, if any, that would be recoverable if Plaintiff were to prevail at trial on any of his claims. The issues on which Plaintiff and the Defendants disagree include: (1) whether Defendants made any allegedly materially false or misleading statements in connection with the Merger; (2) whether Plaintiff and other Settlement Class Members who purchased their Hut 8 shares in the open market following the Merger can prove that their shares are traceable to the Registration Statement, given the commingling of unregistered shares and registered shares issued pursuant to the Merger; (3) whether the alleged disclosure corrected the alleged misrepresentations or omissions; (4) the amount of alleged damages, if any, that could be recovered at trial; and (5) whether Plaintiff would have prevailed on any appeal of the Court's dismissal of Plaintiff's Exchange Act claims and claims that Defendants mispresented USBTC's financial condition prior to the Merger.

This matter has not gone to trial, and the Court has not decided in favor of either Plaintiff or Defendants. Instead, Plaintiff and Defendants have agreed to settle the Action. Plaintiff and Lead Counsel believe the Settlement is best for all Settlement Class Members because of the risks associated with continued litigation and the nature of the defenses raised by Defendants. Among the reasons that Plaintiff and Lead Counsel believe the Settlement is fair is the fact that there is uncertainty about whether they would have been able to prove: (i) traceability for Plaintiff and the other Settlement Class Members who purchased their Hut 8 shares in the open market after the Merger, (ii) that any challenged statement was false or misleading, (iii) that any disclosure corrected the alleged misrepresentations or omissions, (iv) that the alleged misstatements and omissions actually caused the Settlement Class any damages, and (v) the amount of damages, if any.

Moreover, in addition to litigation of this type usually being expensive, it appears that, even if Plaintiff's allegations were found to be true, the total amount of damages to which class members might have been entitled could have been substantially reduced. For the avoidance of doubt, Defendants believe that Plaintiff's allegations and claims are without merit, maintain that Hut 8's disclosures were true and correct in all material respects, and maintain that they have agreed to resolve this case to avoid the burden, expense, distraction, and uncertainty of continued litigation.

WHO IS IN THE SETTLEMENT

To see if you will get money from this Settlement, you first have to determine if you are a Settlement Class Member.

5. How do I know if I am part of the Settlement Class?

The Settlement Class is comprised of all persons and entities that purchased or otherwise acquired Hut 8 securities in the United States or an exchange based in the United States between February 13, 2023 and January 18, 2024, inclusive, and who were allegedly damaged thereby, subject to the exclusions in Question 6 below.[3]

Check your investment records or contact your stockbroker to see if you have any eligible securities transactions. The Parties do not independently have access to your trading information.

6. Are there exceptions to being included in the Settlement Class?

Yes. Excluded from the Settlement Class are: Defendants, the officers and directors of Hut 8 at all relevant times, members of their Immediate Family and their legal representatives, heirs, successors, or assigns, and any entity in which Defendants have or had a controlling interest, and any Persons who submit valid and timely requests for exclusion as described below in the response to Question 13.

[3] While the Settlement Class is defined more broadly, because only the Securities Act claims survived dismissal, only shares deemed to have been purchased pursuant to and traceable to the Registration Statement are eligible for recovery under the Plan of Allocation.

7. What if I am still not sure if I am included?

If you are still not sure whether you are included, you can ask for free help. You can contact the Claims Administrator toll-free at (866) 274-4004 or at info@strategicclaims.net or by visiting the website www.strategicclaims.net/Hut8, or you can fill out and return the Claim Form described in Question 10 to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the Settlement provide?

The proposed Settlement provides for Defendants to pay, or cause the payment of, $2,350,000 into a settlement fund, which may accrue interest (the "Settlement Fund"). The Settlement is subject to Court approval. Also, subject to the Court's approval, a portion of the Settlement Fund will be used to pay attorneys' fees and reasonable Litigation Expenses to Lead Counsel, interest on such attorneys' fees and Litigation Expenses, and a compensatory award to Plaintiff. A portion of the Settlement Fund also will be used to pay Taxes due on interest earned by the Settlement Fund, if necessary, and the costs of the claims administration, including the costs of printing and mailing the Postcard Notice, the costs of publishing notice, and the costs of processing claims. After the foregoing deductions from the Settlement Fund have been made, the amount remaining (the "Net Settlement Fund") will be distributed to Settlement Class Members who submit timely, valid claims, according to the Plan of Allocation to be approved by the Court ("Authorized Claimants").

9. How much will my payment be?

Your share of the Net Settlement Fund will depend on several factors, including: (i) when and in what amounts you purchased or otherwise acquired Hut 8 common stock; (ii) whether you sold Hut 8 common stock and, if so, when and for how much; (iii) the Recognized Losses (defined in the proposed Plan of Allocation) of timely and valid claims submitted by other Settlement Class Members; (iv) the amount of administrative costs, including the costs of notice; and (v) the amount awarded by the Court to Lead Counsel for attorneys' fees and Litigation Expenses, and a compensatory award to Plaintiff.

The Claims Administrator will determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's Recognized Losses calculated pursuant to the allocation formulas set forth in the Plan of Allocation approved by the Court. The allocation formulas are the basis upon which the Net Settlement Fund will be proportionately allocated to Settlement Class Members with valid claims. The allocation formulas are not intended to estimate the amount that a Settlement Class Member might have been able to recover after a trial; they also are not an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement.

It is unlikely that you will get a payment for all of your Recognized Losses. After all Settlement Class Members have sent in their Claim Forms, the payment you get will be a share of the Net Settlement Fund equal to your Recognized Losses divided by the total Recognized Losses of all Authorized Claimants, multiplied by the amount of the Net Settlement Fund.

PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG CLASS MEMBERS[4]

The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Authorized Claimants based on their respective alleged economic losses as a result of the alleged fraud. The Claims Administrator shall determine each Authorized Claimant's share of the Net Settlement Fund based upon the recognized loss formula (the "Recognized Loss") described below.

As described herein, while the Action initially alleged claims under both the Exchange Act and the Securities Act, only certain Securities Act claims survived Defendants' motion to dismiss. Accordingly, under the Plan of Allocation, Recognized Losses are limited to shares Plaintiff asserts were purchased pursuant and traceable to the Registration Statement filed in connection with the Merger. For purposes of the Plan of Allocation, shares purchased pursuant and traceable to the Registration Statement are assumed to include: (i) shares of Hut 8 common stock issued in exchange for USBTC capital stock in connection with the Merger; and (ii) shares of Hut 8 common stock purchased in the open market in the United States or on a U.S. exchange during the period from December 4, 2023, the first day Hut 8 common stock began trading following the Merger, through January 18, 2024, the end of the Settlement Class Period.[5,6]

The calculation of a Recognized Loss will depend upon several factors, including when and in what amounts Hut 8 common stock was purchased or otherwise acquired, whether those shares were sold, and if sold, when they were sold and for what amounts. The Recognized Loss is not intended to estimate the amount a Settlement Class Member might have recovered at trial, nor to estimate the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Loss is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants. The Claims Administrator will make its best efforts to administer and distribute the Net Settlement Fund in a manner that is both equitable and economically feasible.

The Recognized Loss will generally be calculated in accordance with the statutory measure of damages under the Securities Act. For shares sold before the Securities Act claims were first

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[4] Defendants, their respective counsel, and all other Released Defendant Parties have no responsibility or liability whatsoever for the Plan of Allocation, including with respect to any descriptions of the Plan of Allocation provided herein. For the avoidance of doubt, the Plan of Allocation and any descriptions herein are solely the responsibility of Plaintiff and Lead Counsel.

[5] Throughout the Settlement Class Period, shares of Hut 8 common stock were listed on the Nasdaq Capital Market ("Nasdaq") and the Toronto Stock Exchange ("TSX") under the ticker symbol "HUT." Following the completion of the Merger on November 30, 2023, the combined company, Hut 8, commenced trading under the same ticker symbol on December 4, 2023.

[6] For the avoidance of doubt, the unregistered shares of Hut 8 common stock issued in the Merger to holders of Legacy Hut securities are not considered to have been purchased pursuant and traceable to the Registration Statement and, therefore, are not eligible for a Recognized Loss under the Plan of Allocation. Likewise, shares purchased during the Settlement Class Period that were sold prior to the completion of the Merger are not eligible for a Recognized Loss.

alleged in this Action,[7] the Recognized Loss is the difference between the purchase price (not to exceed $9.50) and the sale price.[8] For shares held as of the date the Securities Act claims were first alleged, the Recognized Loss is $0.00 because the market price of Hut 8 common stock at the time the claims were first alleged exceeded its value at the time of the Merger.

In the calculations below, all purchase and sale prices shall exclude any fees, taxes, and commissions. If a Recognized Loss amount is calculated to be a negative number, that Recognized Loss shall be set to zero. Any transactions in Hut 8 common stock executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

Calculation of Recognized Loss Per Share of Hut 8 Common Stock

For each share of Hut 8 common stock purchased or otherwise acquired pursuant and traceable to the Registration Statement, the Recognized Loss per share shall be calculated as follows:

i. For each share that was sold prior to June 14, 2024, the Recognized Loss shall be the lesser of the purchase price and $9.50, *minus* the sale price.

ii. For each share held through the opening of trading on June 14, 2024, the Recognized Loss shall be $0.00.[9]

INSTRUCTIONS APPLICABLE TO ALL CLAIMANTS

The payment you receive will reflect your proportionate share of the Net Settlement Fund. Such payment will depend on the number of eligible securities that participate in the Settlement, and when those securities were purchased and sold. The number of claimants who send in claims varies widely from case to case.

A purchase or sale of Hut 8 common stock shall be deemed to have occurred on the “contract” or “trade” date, as opposed to the “settlement” or “payment” date.

Acquisition by gift, inheritance, or operation of law: If a Class Member acquired Hut 8 common stock by way of gift, inheritance, or operation of law, such a claim will be computed by using the date and price of the original purchase and not the date and price of transfer.

[7] The Securities Act claims on behalf of persons and entities who purchased or otherwise acquired Hut 8 shares pursuant to and traceable to the Registration Statement were first alleged in this Action in the Complaint filed on June 14, 2024.

[8] $9.50 was the closing price of Hut 8 common stock on November 30, 2023, the date the Merger was completed, and represents the value of Hut 8 common stock at the time of the Merger for purposes of the Plan of Allocation.

[9] The closing price of Hut 8 common stock on June 14, 2024 was $11.28.

Shares of Hut 8 common stock acquired through the exercise, conversion, or exchange of non-publicly traded securities of Hut 8 are not eligible to participate in the Settlement.

The first-in-first-out ("FIFO") basis will be applied to purchases and sales. Under FIFO, sales of Hut 8 common stock will be matched against previous purchases/acquisitions of Hut 8 common stock in chronological order, beginning with the earliest purchase/acquisition.

The date of covering a "short sale" is deemed to be the date of purchase of shares. The date of a "short sale" is deemed to be the date of sale of shares. In accordance with the Plan of Allocation, however, the Recognized Loss on "short sales" is zero. In the event that a Claimant has a short position in Hut 8 common stock, the earliest subsequent purchases shall be matched against such short position and not be entitled to a recovery until that short position is fully covered.

Option contracts are not securities eligible to participate in the Settlement. With respect to Hut 8 common stock purchased or sold through the exercise of a publicly traded option, the purchase/sale date of the stock shall be the exercise date of the option and the purchase/sale price of the stock shall be the exercise price of the option. Any Recognized Loss arising from purchases of Hut 8 common stock acquired through the exercise of a publicly traded option on Hut 8 common stock[10] shall be computed as provided for other purchases of Hut 8 common stock in the Plan of Allocation.

A Recognized Loss will be calculated as defined herein and cannot be less than zero. The Claims Administrator shall allocate to each Authorized Claimant a *pro rata* share of the Net Settlement Fund based on his, her, or its Recognized Loss as compared to the total Recognized Losses of all Authorized Claimants (see the Plan of Allocation at p. __ for additional details). No distribution will be made to Authorized Claimants who would otherwise receive a distribution of less than $10.00.

Settlement Class Members who do not submit an acceptable Claim Form, with appropriate supporting documentation, will not share in the Settlement proceeds. The Settlement and the Final Order and Judgment dismissing this Action with prejudice will nevertheless bind Settlement Class Members who do not submit a request for exclusion and/or submit an acceptable Claim Form.

Please contact the Claims Administrator or Lead Counsel if you disagree with any determinations made by the Claims Administrator regarding your Claim Form. If you are unsatisfied with the determinations, you may ask the Court, which retains jurisdiction over all Settlement Class Members and the claims administration process, to decide the issue by submitting a written request.

Payment according to the Plan of Allocation will be deemed conclusive against all Authorized Claimants.

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[10] Including (1) purchases of Hut 8 common stock as the result of the exercise of a call option, and (2) purchases of Hut 8 common stock by the seller of a put option as a result of the buyer of such put option exercising that put option.

Defendants, their respective counsel, and all other Released Defendant Parties will have no responsibility or liability whatsoever for the processing of Claim Forms, the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation, or the payment of any claim. Plaintiff and Lead Counsel, likewise, will have no liability for their reasonable efforts to execute, administer, and distribute the Settlement.

Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. If any funds remain in the Net Settlement Fund by reason of uncashed distribution checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Settlement Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distributions, any balance remaining in the Net Settlement Fund after at least six (6) months after the initial distribution of such funds will be used in the following fashion: (a) first, to pay any amounts mistakenly omitted from the initial disbursement; (b) second, to pay any additional settlement administration fees, costs, and expenses, including those of Lead Counsel or the Claims Administrator, as may be approved by the Court; and (c) finally, to make a second distribution to Authorized Claimants who cashed their checks from the initial distribution and who would receive at least $10.00 in the second distribution, after payment of the estimated costs, expenses, or fees to be incurred in administering the Net Settlement Fund and in making this second distribution, if such second distribution is economically feasible. These redistributions shall be repeated, if economically feasible, until the balance remaining in the Net Settlement Fund is *de minimis* and such remaining balance will then be distributed pursuant to a method approved by the Court.

HOW YOU GET A PAYMENT—SUBMITTING A CLAIM FORM

10. How can I get a payment?

To qualify for a payment, you must submit a Claim Form. The Claims Administrator will process your claim and determine whether you are an Authorized Claimant.

A Claim Form is enclosed with this Notice and may also be downloaded at or submitted online using the website claim portal. Read the instructions carefully, fill out the form, and sign it in the location indicated. The Claim Form may be completed in two ways: (1) by completing and submitting it electronically at www.strategicclaims.net/Hut8 **by 11:59 p.m. EST on ______ __, 202__**; or (2) by mailing the Claim Form together with all documentation requested in the form, **postmarked no later than ________ __, 202__**, to:

In re Hut 8 Securities Litigation
c/o Strategic Claims Services
600 N. Jackson Street, Suite 205
P.O. Box 230
Media, PA 19063
Toll-Free: (866) 274-4004
Fax: (610) 565-7985
info@strategicclaims.net

11. When would I get my payment?

The Court will hold a Settlement Hearing on ____, 202___ at _____ _.m. to decide whether to approve the Settlement. If the Court approves the Settlement, there might be appeals afterwards. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

12. What am I giving up to get a payment or to stay in the Settlement Class?

If you are a Settlement Class Member, **unless you exclude yourself from the Settlement Class by the ______, 202__ deadline**, you will remain a Settlement Class Member and will be bound by the release of claims against Defendants and the other Released Defendant Parties if the Settlement is approved. It also means you will be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment. The Judgment will dismiss with prejudice the claims against the Released Defendant Parties and will provide that, upon the Effective Date of the Settlement, Plaintiff and each and every other Settlement Class Member, on behalf of themselves and each of their respective heirs, executors, trustees, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, to the fullest extent permitted by law, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed with prejudice each and every one of the Released Plaintiffs' Claims against each and every one of the Released Defendant Parties and shall forever be barred and enjoined from asserting, commencing, instituting, prosecuting, continuing to prosecute, or maintaining in any court of law or equity, arbitration tribunal, or administrative forum any and all of the Released Plaintiffs' Claims against any and all of the Released Defendant Parties. The foregoing release is given regardless of whether Plaintiff or any Settlement Class Member: (a) executes and delivers a Claim Form; (b) receives the Postcard Notice or Notice; (c) files an objection to the Settlement, the proposed Plan of Allocation, or any Fee and Expense Application; (d) has their Claim Form approved or allowed; or (e) receives a distribution from Net Settlement Fund. Claims to enforce the terms of the Stipulation are not released. In addition, claims brought in the related derivative actions—including *Aliko v. Tai*, No. 1:24-cv-20890 (S.D. Fla.), *Medney v. Tai*, No. 1:24- cv-21482 (S.D. Fla.), *Jiang v. Leverton*, No. 1:24-cv-21591 (S.D. Fla.), *Torres v. Genoot*, No. 1:26-cv-21558 (S.D. Fla.), *Burnley v. Genoot*, No. 2026-0265 (Del. Ch.), *Repchinsky v. Genoot*, No. 2026-0351 (Del. Ch.), *Wells Capital, Inc. v. Flinn*, No. 1:26-cv-22309 (S.D. Fla.), *Bertolino v. Genoot*, No. 1:26-cv-22459 (S.D. Fla.)—are not released. You will accept a share of the Net Settlement Fund as sole compensation for any losses you allegedly suffered as a result of your purchase or acquisition of Hut 8 common stock during the Settlement Class Period. Additional specific terms of the release are included in the Stipulation available at www.strategicclaims.net/Hut8.

"**Released Parties**" means the Released Defendant Parties and the Released Plaintiff Parties.

"Released Plaintiffs' Claims" means any and all claims, demands, rights, liabilities, and causes of action of every nature and description, whether known or Unknown, contingent or absolute, mature or not mature, liquidated or unliquidated, accrued or not accrued, concealed or hidden, whether direct, representative, class, or individual in nature, regardless of legal or equitable theory and whether arising under federal, state, common, or foreign law, or any other law, rule, or regulation, at law or in equity, that Plaintiff or any other member of the Settlement Class: (a) asserted in the Action, including, for the avoidance of doubt, all claims already dismissed by the Court's order dated September 12, 2025 (ECF No. 57); or (b) could have asserted in the Action or any forum that arise out of, are based upon, or relate in any way to:(i) the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Action, or (ii) the purchase, acquisition, transfer, or sale of Hut 8 securities during the Settlement Class Period. Released Plaintiffs' Claims shall not include (a) claims to enforce the Settlement; (b) any claims by persons or entities who or which submit a request for exclusion that is accepted by the Court; or (c) claims brought in the related derivative actions, including *Aliko v. Tai*, No. 1:24-cv-20890 (S.D. Fla.), *Medney v. Tai*, No. 1:24-cv-21482 (S.D. Fla.), *Jiang v. Leverton*, No. 1:24-cv-21591 (S.D. Fla.), *Torres v. Genoot*, No. 1:26-cv-21558 (S.D. Fla.), *Burnley v. Genoot*, No. 2026-0265 (Del. Ch.), *Repchinsky v. Genoot*, No. 2026-0351 (Del. Ch.), *Wells Capital, Inc. v. Flinn*, No. 1:26-cv-22309 (S.D. Fla.), *Bertolino v. Genoot*, No. 1:26-cv-22459 (S.D. Fla.).

"**Released Defendants' Claims**" means any and all claims, demands, rights, liabilities, and causes of every nature and description, whether known or Unknown claims, contingent or absolute, mature or not mature, liquidated or unliquidated, accrued or not accrued, concealed or hidden, whether direct, representative, class, or individual in nature, regardless of legal or equitable theory and 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 asserted in the Action against Defendants, except for claims relating to the enforcement or effect of the Settlement or any claims against any person who submits a valid request for exclusion that is accepted by the Court.

"**Unknown Claims**" means any and all Released Plaintiffs' Claims that Plaintiff or any other Settlement Class Member do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, and any and all Released Defendants' Claims that any of the Released Defendant Parties do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiff Parties, which if known by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement, including the decision to object to the terms of the Settlement or to exclude himself, herself, or itself from the Settlement Class. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, the Parties shall expressly, and each Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, to the fullest extent permitted by law, expressly waived and relinquished any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or foreign law, 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 Released Parties acknowledge that they may hereafter discover facts, legal theories, or authorities in addition to, or different from, those which any of them now knows or believes to be true with respect to the Action or the Released Claims, but the Parties shall expressly, fully, finally, and forever settle and release, and each Settlement Class Member shall be deemed to have fully, finally, and forever settled and released, and by operation of the Judgment shall have settled and released, fully, finally, and forever, any and all Released Claims, as applicable, without regard

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to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Parties expressly acknowledge, and other Settlement Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims was separately bargained for and was a material element of the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

If you do not want a payment from this Settlement, and you want to keep any right you may have to sue or continue to sue Defendants and the other Released Defendant Parties on your own about the claims being released in this Settlement, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself, or "opting out," from the Settlement Class. Defendants can terminate the Settlement if a certain amount of exclusion requests are received.

13. How do I get out of the proposed Settlement?

To exclude yourself from the Settlement, you must mail a letter that (A) clearly indicates your name, address, phone number, and e-mail contact information (if any) and states that you "request to be excluded from the Settlement Class in *In re Hut 8 Corp. Securities Litigation*, Case No. 1:24-cv-00904-VM (S.D.N.Y.)"; and (B) states the number of shares of Hut 8 common stock you (i) owned as of the opening of trading on February 13, 2023, (ii) received in exchange for USBTC capital stock in connection with the Merger, (iii) received in exchange for Legacy Hut securities in connection with the Merger, (iv) purchased and/or sold during the Settlement Class Period, including the number of shares, dates, and prices for each transaction, and (v) held as of the close of trading on January 14, 2024.

To be valid, such request for exclusion must be submitted with documentary proof: (i) of each purchase, acquisition, and, if applicable, sale transaction of Hut 8 common stock during the Settlement Class Period; and (ii) demonstrating your status as a beneficial owner of the Hut 8 common stock. Any such request for exclusion must be signed and submitted by you, as the beneficial owner, under penalty of perjury. You must mail your exclusion request so that it is **received no later than _____, 202__ at**:

In re Hut 8 Securities Litigation
c/o Strategic Claims Services
600 N. Jackson Street, Suite 205
P.O. Box 230
Media, PA 19063

You cannot exclude yourself by telephone or by email. If you properly exclude yourself, you will not receive a payment from the Net Settlement Fund, you cannot object to the Settlement, and you will not be legally bound by any orders or the Judgment in this case.

14. If I do not exclude myself, can I sue the Defendants or the other Released Defendant Parties for the same thing later?

No. Unless you exclude yourself by following the instructions above, you give up any rights to sue Defendants or the other Released Defendant Parties for the claims being released in this Settlement. If you have a pending lawsuit against the Released Defendant Parties or related to any

Released Plaintiffs' Claims, speak to your lawyer in that case immediately, since you must exclude yourself from this Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is **_____, 202__.**

15. If I exclude myself, can I get money from the proposed Settlement?

No. If you exclude yourself, you may not send in a Claim Form to ask for any money.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court appointed Pomerantz LLP as Lead Counsel for the Settlement Class to represent you and the other Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense and they may file a notice of appearance in the Action. Contact information for Lead Counsel is provided above.

17. How will the lawyers be paid?

Lead Counsel have expended considerable time litigating this Action on a contingent-fee basis and have paid for the expenses of the case themselves. They have not been paid attorneys' fees or for their expenses in advance of this Settlement. Court-appointed Lead Counsel will apply to the Court for an award of attorneys' fees, on behalf of all Plaintiffs' Counsel, in an amount not to exceed 33.3% of the Settlement Fund ($782,550), plus interest. In addition, Lead Counsel will apply for reimbursement of Litigation Expenses paid or incurred in connection with the institution, prosecution and resolution of the claims against Defendants, in an amount not to exceed $150,000, plus interest, and a compensatory award to Plaintiff of no more than $10,000 for reimbursement of the reasonable costs and expenses incurred by Plaintiff directly related to his representation of the Settlement Class. The Court may award less than these amounts. Any amounts awarded by the Court will come out of the Settlement Fund.

OBJECTING TO THE SETTLEMENT AND RELATED MATTERS

18. How do I tell the Court that I object to the proposed Settlement, the Fee and Expense Application, and/or the Plan of Allocation?

If you are a Settlement Class Member, you can tell the Court you do not agree with the proposed Settlement, any part of the Settlement, the proposed Plan of Allocation, and/or Lead Counsel's motion for attorneys' fees and Litigation Expenses and application for a compensatory award to Plaintiff. You can write to the Court setting out your objection. The Court will consider your views.

To object, you must send a signed letter saying that you object to the proposed Settlement, Plan of Allocation, and/or application for attorneys' fees, Litigation Expenses, and Plaintiff award in "*In re Hut 8 Corp. Securities Litigation*, Case No. 1:24-cv-00904-VM (S.D.N.Y.)." Any objection must be signed by you, and must include: (1) your name, address, telephone number, and email address (if any); (2) documents sufficient to prove your membership in the Settlement Class, including the number of shares of Hut 8 common stock that you purchased, acquired, or sold during the Settlement Class Period, as well as the date(s) and price(s) of each such purchase, acquisition, or sale; and (3) a statement of your objection(s) and the specific reasons for each objection, including whether it applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class, and any legal and evidentiary support and witnesses you wish to bring to the Court's attention. If you are represented by counsel, you must also provide: (1) the name, address, and telephone number of all counsel who represent you, including your former or current counsel who may be entitled to compensation in connection with the objection; (2) the number of times you and your counsel have filed an objection to a class action settlement in the last five years; (3) the nature of each such objection in each case; and (4) the name and docket number of each case.

If you object, you subject yourself to the jurisdiction of the Court in this matter and consent to being deposed in your district of residence and producing, in advance of a deposition, any responsive documents to a discovery request prior to the Settlement Hearing.

Attendance at the Settlement Hearing is not necessary. Objectors wishing to be heard orally at the Settlement Hearing must indicate in their written objection that they intend to appear at the Settlement Hearing and identify any witnesses they may call to testify or exhibits they intend to introduce into evidence at the Settlement Hearing.

All written objections and supporting papers must be submitted to the Court either by mailing them to, or filing them with, the Clerk of the Court such that they are received by the Court or filed no **later than ____, 202__** at the following address: Clerk of Court, United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007.

You must also mail or deliver copies of any objections, papers, and briefs to **each** of the counsel below such that they are **received no later than ____, 202__:**

Lead Counsel	**Counsel For Defendants**
Jeremy A. Lieberman Murielle J. Steven Walsh POMERANTZ LLP 600 Third Avenue, Floor 20 New York, NY 10016	Lissa M. Percopo GIBSON, DUNN & CRUTCHER LLP 1700 M Street N.W. Washington, D.C. 20036-4504

19. What is the difference between objecting and excluding myself?

Objecting is telling the Court you do not like something about the Settlement or some part of it. You can object only if you stay in the Settlement Class. Requesting exclusion is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer concerns you. If you stay in the Settlement Class and object, but your objection is overruled, you will not be allowed a second opportunity to exclude yourself.

THE COURT'S SETTLEMENT HEARING

The Court will hold a hearing to decide whether to approve the proposed Settlement, the Fee and Expense Application, and the Plan of Allocation. You may participate, and you may ask to speak, but you do not have to.

20.	**When and where will the Court decide whether to approve the proposed Settlement?**

The Court will hold a Settlement Hearing, either in person or remotely at the Court's discretion, at the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse 500 Pearl St., New York, NY 10007-1312, in Courtroom 15B, on ________________, 202___, at __:____ _.m.

At this hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate and should be approved by the Court; whether a Judgment as provided for in the Stipulation should be entered; and whether the proposed Plan of Allocation should be approved. If there are objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. The Court may also decide how much should be awarded to Lead Counsel, on behalf of all Plaintiffs' Counsel, for attorneys' fees and Litigation Expenses and a compensatory award to Plaintiff for his service to the Settlement Class.

You should be aware that the Court may change the date and time of the Settlement Hearing, or decide to hold it remotely, without another notice being mailed to the Settlement Class Members. If you want to attend the Settlement Hearing, you should check with Lead Counsel or on the Settlement website, www.strategicclaims.net/Hut8, beforehand to be sure that the date and/or time has not changed.

21.	**Do I have to come to the hearing?**

No. Lead Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submit your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

22.	**May I speak at the hearing?**

If you object, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection (see question 18 above) a statement that you "intend to appear in *In re Hut 8 Corp. Securities Litigation*, Case No. 1:24-cv-00904-VM (S.D.N.Y.)." Persons who intend to object to the Settlement, the Plan of Allocation, and/or the application for an award of attorneys' fees, costs, and expenses, and desire to present evidence at the Settlement Hearing, must include in their written objection the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing. You cannot speak at the hearing if you exclude yourself.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you will not receive a payment from the Settlement. However, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the Released Defendant Parties about the Released Plaintiffs' Claims ever again.

GETTING MORE INFORMATION

24. How do I get more information about the case?

This Notice contains only a summary of the terms of the proposed Settlement. For the precise terms and conditions of the proposed Settlement, please see the Stipulation. You can obtain a copy of the Stipulation and other documents related to the Settlement and the Fee and Expense Application and obtain answers to common questions regarding the proposed Settlement, by visiting www.strategicclaims.net/Hut8 or by contacting the Claims Administrator toll-free at (866) 274-4004. For more detailed information about matters involved in this Action, you are referred to the papers on file in the Action, which may be inspected during business hours at the Office of the Clerk of Court, United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse 500 Pearl St., New York, NY 10007. Please check the Court's website, www.nysd.uscourts.gov, for information about Court closures before visiting.

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If, during the Settlement Class Period, you purchased or otherwise acquired Hut 8 common stock for the beneficial interest of a person or entity other than yourself, the Court has directed that, WITHIN SEVEN (7) CALENDAR DAYS OF YOUR RECEIPT OF NOTICE, you: (a) provide to the Claims Administrator a list of the names, addresses, and email addresses (to the extent that email addresses are available) of each person or entity for whom or which you purchased or otherwise acquired Hut 8 common stock during such time period; (b) request from the Claims Administrator the link to the electronic Notice and Claim Form and, WITHIN SEVEN (7) CALENDAR DAYS of receipt of the link, email it to all such beneficial owners; or (c) request from the Claims Administrator sufficient copies of the Postcard Notice to forward to all such beneficial owners and, WITHIN SEVEN (7) CALENDAR DAYS of receipt of those Postcard Notices from the Claims Administrator, forward them to all such beneficial owners. If you choose to follow alternative procedures (b) or (c), the Court has directed that, upon such emailing or mailing, you send a statement to the Claims Administrator confirming that the emailing or mailing was made as directed. **YOU ARE NOT AUTHORIZED TO PRINT THE POSTCARD NOTICE YOURSELF. POSTCARD NOTICES MAY ONLY BE PRINTED BY THE COURT-APPOINTED CLAIMS ADMINISTRATOR**.

You may request reimbursement from the Settlement Fund of your reasonable out-of-pocket expenses actually incurred in connection with the foregoing of up to: $0.02 per Postcard Notice actually mailed, plus postage at the current pre-sort rate used by the Claims Administrator; $0.02 per link to the electronic Notice and Claim Form sent by email; or $0.02 per name, address, and email address provided to the Claims Administrator. Expenses will be paid upon request and submission of appropriate supporting documentation and timely compliance with the above directives. All communications regarding the foregoing should be addressed to the Claims Administrator at the address listed on page ____ above.

DATED: ____________, 2026

BY ORDER OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

Exhibit 2

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE HUT 8 CORP. SECURITIES LITIGATION	Case No. 1:24-cv-00904-VM CLASS ACTION
THIS DOCUMENT RELATES TO: ALL ACTIONS	

PROOF OF CLAIM AND RELEASE[1]

A. GENERAL INSTRUCTIONS

1. To recover as a member of the Settlement Class based on your claims in the class action entitled *In re Hut 8 Corp. Securities Litigation,* Case No. 1:24-cv-00904-VM (S.D.N.Y.) (the "Action"), you must complete and, on page ____ below, sign this Proof of Claim and Release form ("Claim Form"). If you fail to submit a timely and properly addressed (as explained in paragraph B.3 below) Claim Form, your claim may be rejected and you may not receive any recovery from the Net Settlement Fund created in connection with the proposed Settlement.[2]

2. Submission of this Claim Form, however, does not assure that you will share in the proceeds of the Settlement of the Action. Claimants are responsible for establishing their eligibility to recover.

3. **THIS CLAIM FORM MUST BE SUBMITTED ONLINE AT WWW.STRATEGICCLAIMS.NET/HUT8 NO LATER THAN 11:59 P.M. ET ON _______________, 2026 OR, IF MAILED, BE POSTMARKED OR RECEIVED NO LATER THAN __________, 2026, ADDRESSED AS FOLLOWS**:

In re Hut 8 Securities Litigation
c/o Strategic Claims Services
600 N. Jackson Street, Suite 205
P.O. Box 230
Media, PA 19063
Toll-Free: (866) 274-4004

[1] Defendants, their respective counsel, and all other Released Defendant Parties have no responsibility or liability whatsoever for the Plan of Allocation, including with respect to any descriptions of the Plan of Allocation provided herein. For the avoidance of doubt, the Plan of Allocation and any descriptions herein are solely the responsibility of Plaintiff and Lead Counsel.

[2] All capitalized terms used in this Claim Form that are not otherwise defined herein have the meanings given to them in the Stipulation and Agreement of Settlement dated June 18, 2026 (the "Stipulation"), which is available at www.strategicclaims.net/Hut8.

Fax: (610) 565-7985
info@strategicclaims.net

4. If you are a member of the Settlement Class, and you do not timely request exclusion from the Settlement Class in response to the Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys' Fees and Litigation Expenses (the "Notice"), dated ____, 2026, you are bound by the terms of any judgment entered in the Action, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A CLAIM FORM OR RECEIVE A PAYMENT. RECEIPT OF THIS CLAIM FORM DOES NOT MEAN YOU ARE A MEMBER OF THE SETTLEMENT CLASS.

B. CLAIMANT IDENTIFICATION

1. You are eligible to file a claim, or have a legal representative file a claim for you, if you are a member of the Settlement Class, which is: all persons and entities that purchased or otherwise acquired Hut 8 Corp. ("Hut 8") securities in the United States or an exchange based in the United States between February 13, 2023 and January 18, 2024, inclusive ("Settlement Class Period"), and who were allegedly damaged thereby.[3] Excluded from the Settlement Class are Defendants, the officers and directors of Hut 8 at all relevant times, members of their Immediate Family and their legal representatives, heirs, successors, or assigns, and any entity in which Defendants have or had a controlling interest. Also excluded from the Settlement Class are any persons or entities who or which timely and validly exclude themselves from the Settlement Class.

2. If you purchased or acquired Hut 8 common stock in your name, you were the record owner as well as the beneficial owner. However, if you purchased or acquired Hut 8 common stock through a third party, such as a brokerage firm, you were the beneficial owner and the third party was the record owner.

3. Use **Part I** of this form entitled "Claimant Information" to identify each beneficial owner of Hut 8 common stock whose purchase or acquisition forms the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL OWNER(S) OR THE LEGAL REPRESENTATIVE OF SUCH OWNER(S). All joint owners must sign this claim.

4. Executors, administrators, guardians, conservators, custodians, trustees, and legal representatives must complete and sign this Claim Form on behalf of persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of the claim or result in rejection of the claim.

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[3] As described in the Notice, only certain claims under the Securities Act remain in the Action. Accordingly, under the Plan of Allocation, Recognized Losses are limited to shares assumed to be purchased pursuant and traceable to the Registration Statement filed in connection with the Merger. For purposes of the Plan of Allocation, such shares are assumed to include: (i) shares of Hut 8 common stock issued in exchange for USBTC capital stock in connection with the Merger; and (ii) shares of Hut 8 common stock purchased in the open market in the United States or on a U.S. exchange during the period from December 4, 2023 through January 18, 2024.

C. IDENTIFICATION OF TRANSACTIONS

1. Use **Part II** of this form entitled "Schedule of Transactions in Hut 8 Common Stock" to supply all required details of your transaction(s) in Hut 8 common stock. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

2. On the schedules, provide all of the requested information with respect to all of your purchases, acquisitions, sales, and tenders/cancellations/exchanges of Hut 8 common stock at the relevant times, whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.

3. Copies of broker confirmations or other documentation of your transactions in Hut 8 common stock must be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim. **THE CLAIMS ADMINISTRATOR DOES NOT HAVE INFORMATION ABOUT YOUR TRANSACTIONS IN HUT 8 COMMON STOCK.**

4. NOTICE REGARDING INSTITUTIONAL FILERS: Representatives with authority to file on behalf of (a) accounts of multiple Settlement Class Members and/or (b) institutional accounts with large numbers of transactions ("Representative Filers") must submit information regarding their transactions in an electronic spreadsheet format. If you are a Representative Filer, you must contact the Claims Administrator at efile@strategicclaims.net or visit their website at www.strategicclaims.net/Hut8 to obtain the required file layout. Claims which are not submitted in electronic spreadsheet format and in accordance with the Claims Administrator's instructions may be subject to rejection. All Representative Filers MUST also submit a manually signed Proof of Claim and Release form, as well as proof of authority to file, along with the electronic spreadsheet format. No claims submitted in electronic spreadsheet format will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

5. NOTICE REGARDING ONLINE FILING: Claimants who are not Representative Filers may submit their claims online using the electronic version of the Proof of Claim and Release form hosted at www.strategicclaims.net/Hut8. If you are not acting as a Representative Filer, you do not need to contact the Claims Administrator prior to filing; you will receive an automated e-mail confirming receipt once your Proof of Claim and Release Form has been submitted. If you are unsure if you should submit your claim as a Representative Filer, please contact the Claims Administrator at info@strategicclaims.net or (866) 274-4004. If you are not a Representative Filer, but your claim contains a large number of transactions, the Claims Administrator may request that you also submit an electronic spreadsheet showing your transactions to accompany your Proof of Claim and Release Form.

PART I – CLAIMANT INFORMATION

The Claims Administrator will use this information for all communications regarding this Claim Form. If this information changes, you MUST notify the Claims Administrator in writing at the address above. Complete names of all persons and entities must be provided.

Beneficial Owner Name			
Joint Beneficial Owner Name			
Address 1 (Street Name and Number)			
Address 2 (apartment, unit, or box number)			
City	State		ZIP
Foreign Province	Foreign Country		
Telephone Number (home)	Telephone Number (work)		
Email Address			
Account Number (if filing for multiple accounts, file a separate Claim Form for each account)			
Social Security Number (for individuals):	OR	Taxpayer Identification Number (for estates, trusts, corporations, etc.):	

Claimant Account Type (check appropriate box):

- ☐ Individual (includes joint owner accounts)
- ☐ Corporation
- ☐ IRA/401K
- ☐ Pension Plan
- ☐ Estate
- ☐ Other ______________ (please specify)
- ☐ Trust

PART II – SCHEDULE OF TRANSACTIONS IN HUT 8 COMMON STOCK

1. HUT 8 SHARES ISSUED IN EXCHANGE FOR USBTC SHARES IN THE MERGER[4] – Separately state the total number of shares of Hut 8 common stock issued in exchange for USBTC capital stock in connection with the completion of the Merger on November 30, 2023. (Must be documented.) If none, write "zero" or "0." _____	Confirm Proof of Position Enclosed ○
2. HUT 8 SHARES ISSUED IN EXCHANGE FOR LEGACY HUT SECURITIES IN THE MERGER – Separately state the total number of shares of Hut 8 common stock issued in exchange for Legacy Hut securities in connection with the completion of the Merger on November 30, 2023.[5] (Must be documented.) If none, write "zero" or "0." _____	Confirm Proof of Position Enclosed ○

3. PURCHASES FROM DECEMBER 4, 2023 THROUGH JUNE 14, 2024, INCLUSIVE[6] – Separately list each and every purchase of Hut 8 common stock from after the opening of trading on December 4, 2023 through and including the close of trading on June 14, 2024.[7] (Must be documented.)

Date of Purchase (List Chronologically) (Month/Day/Year)	Number of Shares Purchased	Purchase Price Per Share	Total Purchase Price (excluding taxes, commissions, and fees)	Confirm Proof of Purchase Enclosed
/ /		$	$	○
/ /		$	$	○
/ /		$	$	○
/ /		$	$	○

4. SALES FROM DECEMBER 4, 2023 THROUGH JUNE 14, 2024, INCLUSIVE – Separately list each and every sale of Hut 8 common stock from after the opening of trading on December 4, 2023 through and including the close of trading on June 14, 2024. (Must be documented.)	**IF NONE, CHECK HERE** ○

[4] The "Merger" refers to the merger between U.S. Data Mining Group d/b/a US Bitcoin Corp. ("USBTC") and Hut 8 Mining Corp. ("Legacy Hut"), pursuant to which Hut 8 was formed, which closed on November 30, 2023.

[5] As described in the Notice, shares of Hut 8 common stock issued in the Merger to holders of Legacy Hut securities are not eligible to recover a Recognized Loss under the Plan of Allocation. However, this information is required for purposes of calculating your Recognized Loss and reconciling your holdings.

[6] Following the closing of the Merger on November 30, 2023, shares of Hut 8 common stock began trading on the open market on December 4, 2023.

[7] As described in the Notice, the Settlement Class Period ends on January 18, 2024. However, all purchases of Hut 8 common stock through June 14, 2024 must be reported for the purposes of calculating your Recognized Loss and reconciling your holdings.

Date of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding taxes, commissions, and fees)	Confirm Proof of Sale Enclosed
/ /		$	$	○
/ /		$	$	○
/ /		$	$	○
/ /		$	$	○
5. SHARES HELD AS OF JUNE 14, 2024 – Separately state the total number of shares of Hut 8 common stock held at the close of trading on June 14, 2024. (Must be documented.) If none, write "zero" or "0." _____				Confirm Proof of Position Enclosed ○

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, PLEASE PHOTOCOPY THIS PAGE, WRITE YOUR NAME, AND CHECK THIS BOX: ☐

PART IV – SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

YOU MUST READ AND SIGN THE RELEASE BELOW. FAILURE TO SIGN MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

1. I (We) submit this Claim Form under the terms of the Stipulation and Agreement of Settlement, dated June 18, 2026. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York, with respect to my (our) claim as a Settlement Class Member(s) and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to the Claims Administrator to support this Claim if requested to do so. I (We) have not submitted any other claim in the Action covering the same transactions in Hut 8 shares during the relevant period and know of no other person having done so on my (our) behalf.

2. I (We) hereby warrant and represent that I am (we are) a Settlement Class Member(s) as defined above, and that I am (we are) not excluded from the Settlement Class.

3. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge from the Released Plaintiffs' Claims each and all of the Released Defendant Parties, both as defined in the Stipulation. This release shall be of no force or effect unless and until the Court approves the Settlement and the Settlement becomes effective on the Effective Date (as defined in the Stipulation).

4. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

5. I (We) hereby warrant and represent that I (we) have included the information requested about all of my (our) transactions in Hut 8 common stock which are the subject of this claim, as well as the opening and closing positions in such securities held by me (us) on the dates requested in this Claim Form.

6. I (We) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code. (Note: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the prior sentence.)

I (We) declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied on this Claim Form by the undersigned is true and correct.

Executed this ______ day of __________________, in ________________, __________________.
(Month / Year) (City) (State/Country)

____
Signature of Claimant

____
Signature of Joint Claimant, if any

____
Print Name of Claimant

____
Print Name of Joint Claimant, if any

____
(Capacity of person(s) signing, *e.g.*, Beneficial Owner, Executor or Administrator)

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

Reminder Checklist:

1. Please sign the above release and acknowledgement.
2. If this claim is being made on behalf of Joint Claimants, then both must sign.
3. Remember to attach copies of supporting documentation, if available.
4. **Do not send** originals of certificates.
5. If you desire an acknowledgment of receipt of your Claim Form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send your new address to:

In re Hut 8 Securities Litigation
c/o Strategic Claims Services
600 N. Jackson Street, Suite 205

5. Keep a copy of your Claim Form and all supporting documentation for your records.

P.O. Box 230
Media, PA 19063
Toll-Free: (866) 274-4004
Fax: (610) 565-7985
info@strategicclaims.net

8. **Do not use red pen or highlighter** on the Claim Form or supporting documentation.

Exhibit 3

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE HUT 8 CORP. SECURITIES LITIGATION	Case No. 1:24-cv-00904-VM CLASS ACTION
THIS DOCUMENT RELATES TO: ALL ACTIONS	

SUMMARY NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT, AND MOTION FOR ATTORNEYS' FEES AND LITIGATION EXPENSES

To: All persons and entities that purchased or otherwise acquired Hut 8 Corp. ("Hut 8") securities in the United States or on an exchange based in the United States between February 13, 2023 and January 18, 2024, inclusive (the "Class Period"), and who were allegedly damaged thereby (the "Settlement Class").[1]

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Southern District of New York, that Court-appointed Lead Plaintiff, on behalf of himself and all members of the proposed Settlement Class, Hut 8, and the Individual Defendants have reached a proposed settlement of the claims in the above-captioned class action (the "Action") in the amount of two million three hundred and fifty thousand U.S. dollars and zero cents ($2,350,000.00) (the "Settlement").

A hearing will be held before the Honorable Victor Marrero either in person or remotely, at the Court's discretion, at Daniel Patrick Moynihan United States Courthouse 500 Pearl St., New York, NY 10007-1312, in Courtroom 15B, on ________________, 202___, at __:____ _.m. (the "Settlement Hearing") to determine whether the Court should: (i) approve the proposed Settlement

[1] All capitalized terms used in this Notice that are not otherwise defined herein shall have the same meanings as set forth in the Stipulation and Agreement of Settlement, dated June 18, 2026 (the "Stipulation"), available at www.strategicclaims.net/Hut8.

as fair, reasonable, and adequate; (ii) dismiss the Action with prejudice as provided in the Stipulation of Settlement, dated June 18, 2026; (iii) approve the proposed Plan of Allocation for distribution of the proceeds of the Settlement (the "Net Settlement Fund") to Settlement Class Members; and (iv) approve Lead Counsel's Fee and Expense Application. The Court may change the date of the Settlement Hearing, or hold it remotely, without providing another written notice. Information about the hearing will be posted at www.strategicclaims.net/Hut8. You do NOT need to attend the Settlement Hearing to receive a distribution from the Net Settlement Fund.

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS, YOUR RIGHTS WILL BE AFFECTED BY THE PROPOSED SETTLEMENT AND YOU MAY BE ENTITLED TO A MONETARY PAYMENT. If you have not yet received a full Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys' Fees and Expenses ("Notice") and Proof of Claim and Release form ("Claim Form"), you may obtain copies of these documents by visiting www.strategicclaims.net/Hut8 or by contacting the Claims Administrator at:

In re Hut 8 Securities Litigation
c/o Strategic Claims Services
600 N. Jackson Street, Suite 205
P.O. Box 230
Media, PA 19063
Toll-Free: (866) 274-4004
Fax: (610) 565-7985
info@strategicclaims.net

Inquiries, other than requests for information about the status of a claim, may also be made to Lead Counsel:

POMERANTZ LLP
Jeremy A. Lieberman
Murielle J. Steven Walsh
600 Third Avenue, 20th Floor
New York, NY 10016

www.pomlaw.com
(212) 661-1100

If you are a Settlement Class Member, to be eligible to share in the distribution of the Net Settlement Fund, you must submit a Claim Form ***postmarked or submitted online no later than*** ___________ __, ***2026.*** If you are a Settlement Class Member and do not timely submit a valid Claim Form, you will not be eligible to share in the distribution of the Net Settlement Fund, but you will nevertheless be bound by all judgments or orders entered by the Court relating to the Settlement, whether favorable or unfavorable.

If you are a Settlement Class Member and wish to exclude yourself from the Settlement Class, you must submit a written request for exclusion in accordance with the instructions set forth in the Notice so that it is ***received no later than*** _____________ __, ***2026.*** If you properly exclude yourself from the Settlement Class, you will not be bound by any judgments or orders entered by the Court relating to the Settlement, whether favorable or unfavorable, and you will not be eligible to share in the distribution of the Net Settlement Fund.

Any objections to the proposed Settlement, Lead Counsel's Fee and Expense Application, and/or the proposed Plan of Allocation must be filed with the Court, either by mail or in person, and be mailed to counsel for the Parties in accordance with the instructions in the Notice, such that they are ***received no later than*** ____________ __, ***2026***.

PLEASE DO NOT CONTACT THE COURT, DEFENDANTS, OR DEFENDANTS' COUNSEL REGARDING THIS NOTICE.

DATED: __________________, 2026

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Exhibit 4

In re Hut 8 Securities Litigation
c/o Strategic Claims Services
600 N. Jackson St., Ste. 205
Media, PA 19063

[Postage Prepaid]

COURT-ORDERED LEGAL NOTICE

Important Notice about a Securities Class Action Settlement.

You may be entitled to a CASH payment. This Notice may affect your legal rights. Please read it carefully.

In re Hut 8 Corp. Securities Litigation, Case No. 1:24-cv-00904-VM (S.D.N.Y.)

Name
Address
City, State
Zip

THIS CARD PROVIDES ONLY LIMITED INFORMATION ABOUT THE SETTLEMENT. PLEASE VISIT WWW.STRATEGICCLAIMS.NET/HUT8 FOR MORE INFORMATION.

There has been a proposed settlement of claims against Hut 8 Corp. ("Hut 8") and Asher Genoot, Michael Ho, Jaime Leverton, and Shenif Visram (together, the "Individual Defendants," collectively with Hut 8, the "Defendants,"). The Settlement would resolve a lawsuit in which Plaintiff alleges Defendants disseminated materially false and misleading information to the investing public about Hut 8 between February 13, 2023 and January 18, 2024, both dates inclusive (the "Class Period"), in violation of the federal securities laws. Defendants deny any wrongdoing, maintain that their disclosures were true and correct in all material respects, and maintain that they have agreed to resolve this case solely to avoid the expense and potential distraction of litigation. You received this Postcard Notice because you or someone in your family may have purchased or otherwise acquired Hut 8 common stock during the Class Period.

Defendants have agreed to pay a Settlement Amount of $2,350,000. The Settlement provides that the Settlement Fund, after deduction of any Court-approved attorneys' fees and expenses, notice and administration costs, and taxes, is to be divided among all Settlement Class Members who submit a valid Proof of Claim and Release ("Claim Form") form, in exchange for the settlement of this case and the Release of claims related to this case by Settlement Class Members. **For all details of the Settlement, read the Stipulation and full Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys' Fees and Litigation Expenses ("Notice"), available at www.strategicclaims.net/Hut8.**

Your share of the settlement proceeds will depend on the number of valid Claim Forms submitted, and the number, size, and timing of your transactions in Hut 8 common stock. If every eligible Settlement Class Member submits a valid Claim Form, the average recovery will be $0.07 per eligible share before expenses and other Court-ordered deductions. Your award will be determined *pro rata* based on the number of claims submitted. This is further explained in the detailed Notice found on the Settlement website.

To qualify for payment, you must submit a valid and timely Claim Form. The Claim Form can be found at www.strategicclaims.net/Hut8 or will be mailed to you upon request to the Claims Administrator. **Claim Forms must be submitted online at the Settlement Website or postmarked by ____________, 2026 to the Claims Administrator at In re: Hut 8 Securities Litigation, c/o Strategic Claims Services, 600 N. Jackson St., Ste. 205, P.O. Box 230, Media, Pa 19063**. If you do not want to be legally bound by the Settlement, you must exclude yourself by _______, 2026, or you will not be able to sue Defendants relating to the legal claims in this case. If you exclude yourself, you cannot share in the Settlement proceeds. If you want to object to the Settlement, you may file an objection by __________, 2026. The detailed Notice explains how to submit a Claim Form, request exclusion from the Settlement Class, or file an objection.

The Court will hold a hearing in this Action on _____________, 2026 to consider whether to approve the proposed Settlement, the Plan of Allocation, and the request made by Lead Counsel for attorneys' fees up to 33.3% of the Settlement Fund (plus interest), actual expenses up to $150,000 (plus interest), and a compensatory award to Plaintiff not to exceed $10,000. You may attend the hearing and ask to be heard by the Court, but you do not have to. For more information, call toll-free (866) 274-4004 or visit the website www.strategicclaims.net/Hut8 and read the detailed Notice.

Exhibit B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE HUT 8 CORP. SECURITIES LITIGATION	Case No. 1:24-cv-00904-VM CLASS ACTION
THIS DOCUMENT RELATES TO: ALL ACTIONS	

[PROPOSED] FINAL ORDER AND JUDGMENT

WHEREAS, on June 18, 2026, Lead Plaintiff Abhishek Maheshwari ("Plaintiff"), on behalf of himself and all other members of the Settlement Class, and Defendants Hut 8 Corp. ("Hut 8" or the "Company") and Asher Genoot ("Genoot"), Michael Ho ("Ho"), Jaime Leverton ("Leverton"), and Shenif Visram ("Visram") (together, the "Individual Defendants," collectively with Hut 8, the "Defendants," and together with Plaintiff, the "Parties") entered into a Stipulation of Settlement (the "Stipulation") in the above-captioned litigation (the "Action");

WHEREAS, pursuant to the Order Granting Preliminary Approval of Class Action Settlement, Approving Form and Manner of Notice, and Setting Date for Hearing on Final Approval of Settlement, entered on _______________, 2026 (the "Preliminary Approval Order"), this Court: (a) preliminarily approved the Settlement; (b) certified the Settlement Class solely for purposes of effectuating the Settlement; (c) ordered that notice of the proposed Settlement be provided to potential Settlement Class Members; (d) provided Settlement Class Members with the opportunity either to exclude themselves from the Settlement Class or to object to the Settlement; and (e) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, due and adequate notice has been given to the Settlement Class;

WHEREAS, the Court conducted a hearing on _________ __, 202__ (the "Settlement Hearing") to consider, among other things, (a) whether the terms and conditions of the Settlement are fair, reasonable, and adequate to the Settlement Class, and should therefore be approved; (b) whether a judgment should be entered dismissing the Action with prejudice as against the Defendants; and (c) how to rule on Lead Counsel's Fee and Expense Application;

WHEREAS, the Court having reviewed and considered the Stipulation, all papers filed and proceedings held herein in connection with the Settlement, all oral and written comments received regarding the Settlement, and the record in the Action, and good cause appearing therefor;

IT IS ORDERED, ADJUDGED AND DECREED that:

1. **Incorporation of Settlement Documents.** This Judgment incorporates by reference the definitions in (a) the Stipulation, and (b) the Notice. All capitalized terms not defined herein shall have the same meaning set forth in the Stipulation.

2. **Jurisdiction.** This Court has jurisdiction over the subject matter of the Action and all matters relating to the Settlement, as well as personal jurisdiction over all the Parties, including all Settlement Class Members.

3. **Class Certification for Purposes of Settlement.** The Court hereby affirms its determinations in the Preliminary Approval Order and finally certifies, for purposes of the Settlement only, pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Settlement Class of: all persons and entities that purchased or otherwise acquired Hut 8 securities in the United States or on an exchange based in the United States between February 13, 2023 and

January 18, 2024, inclusive, and who were allegedly damaged thereby. Excluded from the Settlement Class are Defendants, the officers and directors of Hut 8 at all relevant times, members of their Immediate Family and their legal representatives, heirs, successors, or assigns, and any entity in which Defendants have or had a controlling interest. Also excluded from the Settlement Class are those persons or entities who or which properly excluded themselves by filing a valid and timely request for exclusion, as listed in Exhibit 1.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure and for purposes of the Settlement only, the Court hereby re-affirms its determinations in the Preliminary Approval Order and finally appoints Plaintiff as Class Representative for the Settlement Class and finally appoints Pomerantz LLP as Class Counsel for the Settlement Class. Class Representative and Class Counsel have fairly and adequately represented the Settlement Class both in terms of litigating the Action and for purposes of entering into and implementing the Settlement and have satisfied the requirements of Federal Rules of Civil Procedure 23(a)(4) and 23(g), respectively.

5. **Notice.** The Court finds that the dissemination of the Notice, Summary Notice, Postcard Notice, and Proof of Claim and Release form ("Claim Form"): (i) complied with the Preliminary Approval Order; (ii) constituted the best notice practicable under the circumstances; (iii) constituted notice that was reasonably calculated to apprise Settlement Class Members of the effect of the Settlement, of the proposed Plan of Allocation for the proceeds of the Settlement, of Lead Counsel's request for payment of attorneys' fees and Litigation Expenses incurred in connection with the prosecution of the Action, of Settlement Class Members' rights to object thereto or seek exclusion from the Settlement Class, and of their right to appear at the Settlement Hearing; (iv) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (v) satisfied the notice requirements of Rule 23 of the

Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and 15 U.S.C. § 77z-1(a)(7) and 15 U.S.C. § 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995 ("PSLRA").

6. **Objections.** [There have been no objections to the Settlement.]

7. **Final Settlement Approval and Dismissal of Claims**. Pursuant to Rule 23(e)(2) of the Federal Rules of Civil Procedure, this Court hereby approves the Settlement and finds that in light of the benefits to the Settlement Class, the complexity and expense of further litigation, the risks of establishing liability and damages, and the costs of continued litigation, said Settlement is, in all respects, fair, reasonable, and adequate, having considered and found that: (a) Plaintiff and Lead Counsel have adequately represented the Settlement Class; (b) the proposed settlement was negotiated at arm's length between experienced counsel; (c) the relief provided for the Settlement Class is adequate, having taken into account: (i) the costs, risks, and delay of trial and appeal, (ii) the effectiveness of any proposed method of distributing relief to the Settlement Class, including the method of processing Settlement Class Member Claims, (iii) the terms of any proposed award of attorneys' fees, including timing of payment, and (iv) any agreement required to be identified under Rule 23(e)(3); and (d) the proposed Plan of Allocation treats Settlement Class Members equitably relative to each other. Accordingly, the Settlement is hereby approved in all respects (including, without limitation: the amount of the Settlement; the releases provided for in the Stipulation; and the dismissal with prejudice of the claims asserted against Defendants) and shall be consummated in accordance with the terms and provisions of the Stipulation. The Parties are hereby directed to consummate the Stipulation and to perform its terms.

8. The Complaint, filed on June 14, 2024 (ECF No. 39), is dismissed in its entirety with prejudice. The Parties are to bear their own costs, except as otherwise provided in the Stipulation.

9. **Rule 11 Findings.** The Court finds that, during the course of the Action, the Parties and their respective counsel complied with each requirement of Rule 11 of the Federal Rules of Civil Procedure.

10. **Releases.** The releases set forth in Paragraphs 5 and 6 of the Stipulation, together with the definitions contained within the Stipulation relating thereto, are expressly incorporated herein in all respects. Without further action by anyone, and subject to Paragraph 12 below, upon the Effective Date of the Settlement, Plaintiff and each and every other Settlement Class Member, on behalf of themselves and each of their respective heirs, executors, trustees, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, to the fullest extent permitted by law, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed with prejudice each and every one of the Released Plaintiffs' Claims against each and every one of the Released Defendant Parties and shall forever be barred and enjoined from asserting, commencing, instituting, prosecuting, continuing to prosecute, or maintaining in any court of law or equity, arbitration tribunal, or administrative forum any and all of the Released Plaintiffs' Claims against any and all of the Released Defendant Parties, whether Plaintiff or any Class Member has: (a) executed and delivered a Claim Form; (b) received the Postcard Notice or Notice; (c) filed an objection to the Settlement, the proposed Plan of Allocation, or any Fee and Expense Application; (d) had their Claim Form approved or allowed; or (e) received a distribution from the Settlement Fund.

11. Without further action by anyone, and subject to Paragraph 12 below, upon the Effective Date of the Settlement, Defendants, on behalf of themselves and each of their respective heirs, executors, trustees, administrators, predecessors, successors, and assigns, in their capacities as such, shall have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed with prejudice each and every one of the Released Defendants' Claims against each and every one of the Released Plaintiff Parties and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Defendants' Claims against any and all of the Released Plaintiff Parties.

12. Notwithstanding Paragraphs 10 and 11 above, nothing in this Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Stipulation or this Judgment.

13. **Binding Effect.** The terms of the Stipulation and this Judgment shall be forever binding on Defendants, Plaintiff, and each Settlement Class Member (whether or not such Settlement Class Member executes and delivers a Claim Form), as well as their respective successors and assigns.

14. **No Admissions.** This Judgment and the Stipulation (including any exhibits thereto, the Supplemental Agreement, and any Plan of Allocation), whether or not consummated, and whether or not approved by the Court, and any discussion, negotiation, proceeding, or agreement relating to the Stipulation, the Settlement, and any matter arising in connection with settlement discussions or negotiations, proceedings, or agreements, shall not be offered or received against or to the prejudice of any of the Parties or their respective counsel, for any purpose other than in an action to enforce the terms of the Settlement, the Stipulation, or this Judgment, and in particular:

a. do not constitute, and shall not be offered or received against or to the prejudice of any of Released Defendant Parties as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendant Parties with respect to the truth of any allegation by Plaintiff or the Settlement Class, or the validity of any claim that has been or could have been asserted in the Action or in any litigation, including, but not limited to, the Released Plaintiffs' Claims, or of any liability, damages, negligence, fault, or wrongdoing of any of the Released Defendant Parties or any person or entity whatsoever, or of any infirmity in any of Defendants' defenses;

b. do not constitute, and shall not be offered or received against or to the prejudice of any of the Released Defendant Parties as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by any of the Released Defendant Parties, or against or to the prejudice of Plaintiff, or any other Settlement Class Member as evidence of any infirmity in the claims of Plaintiff, or Settlement Class Members;

c. do not constitute, and shall not be offered or received against or to the prejudice of any of the Released Defendant Parties, Plaintiff, any Settlement Class Member, or their respective counsel, as evidence of a presumption, concession, or admission with respect to any liability, damages, negligence, fault, infirmity, or wrongdoing, or in any way referred to for any other reason against or to the prejudice of any of the Released Defendant Parties, Plaintiff, Settlement Class Members, or their respective counsel, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

d. do not constitute, and shall not be construed against any of the Released Defendant Parties, Plaintiff, or any Settlement Class Member, as an admission or concession that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial; and

e. do not constitute, and shall not be construed as or received in evidence as an admission, concession, or presumption against Plaintiff or any Settlement Class Member that any of their claims are without merit or infirm or that damages recoverable under the Complaint would not have exceeded the Settlement Amount.

15. The administration of the Settlement, and the decision of all disputed questions of law and fact with respect to the validity of any claim or right of any Person to participate in the distribution of the Net Settlement Fund, shall remain under the authority of this Court.

16. **Modification of the Stipulation.** Without further approval from the Court, Plaintiff and Defendants are hereby authorized to agree to and adopt such amendments or modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Judgment; and (b) do not materially limit the rights of Settlement Class Members in connection with the Settlement. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

17. **Approval of the Plan of Allocation.** Copies of the Postcard Notice, which directed recipients to the Notice containing the proposed Plan of Allocation, were mailed to more than _______ potential Settlement Class Members and nominees. Pursuant to and in compliance with Rule 23 of the Federal Rules of Civil Procedure, the Court hereby finds and concludes that due and adequate notice was directed to Persons who are Settlement Class Members who could be identified with reasonable effort, advising them of the proposed Plan of Allocation, and of their

right to object thereto, and a full and fair opportunity was accorded to Persons who are Settlement Class Members to be heard with respect to the Plan of Allocation. [There were no objections to the Plan of Allocation.]

18. The Court hereby finds and concludes that the Plan of Allocation for the calculation of the claims of Claimants and distribution of the Net Settlement Fund, which was set forth in the Notice disseminated to Settlement Class Members, provides a fair and reasonable basis upon which to allocate the Net Settlement Fund among eligible Settlement Class Members. The Court hereby approves the Plan of Allocation.

19. The Court's approval of the Plan of Allocation is a matter separate and distinct from approval of the Settlement and shall in no way disturb or affect the finality of the other aspects of this Judgment with respect to the Settlement.

20. **Attorneys' Fees and Litigation Expenses.** Notice of Lead Counsel's motion for an award of attorneys' fees and payment of Litigation Expenses was given to all Settlement Class Members who could be identified with reasonable effort. The form and method of notifying the Settlement Class of the motion for an award of attorneys' fees and payment of Litigation Expenses satisfied the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and 15 U.S.C. § 77z-1(a)(7) and 15 U.S.C. § 78u-4(a)(7), as amended by the PSLRA; constituted the best notice practicable under the circumstances; and constituted due, adequate, and sufficient notice to all Persons entitled thereto.

21. [There were no objections to the application for attorneys' fees or expenses.]

22. Lead Counsel, on behalf of all Plaintiffs' Counsel, are hereby awarded attorneys' fees in the amount of $_______________, plus interest at the same rate earned by the Settlement Fund, and $_______________ in payment of Litigation Expenses, plus accrued interest, which

sums the Court finds to be fair and reasonable. The award of attorneys' fees and Litigation Expenses may be paid to Lead Counsel from the Settlement Fund immediately upon entry of this Judgment, subject to the terms, conditions, and obligations of the Stipulation, which terms, conditions, and obligations are incorporated herein.

23. The Court's approval of the Fee and Expense Application is a matter separate and distinct from approval of the Settlement and shall in no way disturb or affect the finality of this Judgment with respect to the Settlement.

24. **Plaintiff Award**. Pursuant to 15 U.S.C. § 77z-1(a)(4) and 15 U.S.C § 78u-4(a)(4), Plaintiff is hereby awarded $_____________ from the Settlement Fund as reimbursement for his reasonable costs and expenses directly related to his representation of the Settlement Class.

25. **Retention of Jurisdiction.** Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over: (i) implementation of the Settlement; (ii) the allowance, disallowance, or adjustment of any Settlement Class Member's Claim on equitable grounds and any award or distribution of the Settlement Fund; (iii) disposition of the Settlement Fund; (iv) any applications for attorneys' fees, costs, interest, and payment of Litigation Expenses in the Action; (v) all Parties for the purpose of construing, enforcing, and administering the Settlement and this Judgment; and (vi) other matters related or ancillary to the foregoing.

26. **Termination of Settlement.** In the event that the Settlement does not become effective in accordance with the terms of the Stipulation, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated, and in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation, and the Settlement Fund shall be returned in accordance with Paragraph 43 of the Stipulation.

27. **Entry of Final Judgment.** There is no just reason for delay in the entry of this Judgment and immediate entry by the Clerk of the Court is respectfully directed.

DATED this ____________ day of ________________, 2026.

____
HONORABLE VICTOR MARRERO
UNITED STATES DISTRICT JUDGE

[EXHIBIT 1]

[List of Persons and Entities Excluded from the Settlement Class Pursuant to Request]