

EXHIBIT 1

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

RAVISHANKER NARAYANAN, Individually
and on Behalf of All Others Similarly Situated,

Plaintiff,

v.

MAREX GROUP PLC, IAN LOWITT, and
ROBERT IRVIN,

Defendants.

Case No. 1:25-cv-08393-RA-SDA

[rel. 1:25-cv-08368-RA-SDA]

CLASS ACTION

**STIPULATION AND AGREEMENT
OF SETTLEMENT**

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement, dated as of August 20, 2026 (the “Stipulation”), is entered into pursuant to Rule 23 of the Federal Rules of Civil Procedure by and among: (a) Lead Plaintiffs Ali Shahsavanpour and Jaimin Patel (“Lead Plaintiffs”), on behalf of themselves and each of the other members of the Settlement Class (defined below); and (b) defendants Marex Group plc (“Marex” or the “Company”), Ian Theo Lowitt (sued as Ian Lowitt), and Crispin Robert John Irvin (sued as Robert Irvin) (collectively, “Defendants,” and, together with Lead Plaintiffs, the “Parties”), by and through their respective counsel of record in 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, settle, release, resolve, discharge, and dismiss with prejudice the Action and all Released Claims. All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in ¶ 1 below; the singular of any defined term includes the plural and vice versa.

I. THE ACTION

The initial complaint in the Action was filed in this District on October 9, 2025 by plaintiff Ravishanker Narayanan, individually and on behalf of all others similarly situated, asserting claims against Marex, Ian Theo Lowitt, and Crispin Robert John Irvin under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the “Exchange Act”) and Rule 10b-5 promulgated thereunder. ECF No. 1. A related securities class action, *Katz v. Marex Group plc*, No. 1:25-cv-08368-RA-SDA (S.D.N.Y.) (the “Katz Action”), was filed the same day and was accepted as related. Both actions were assigned to the Honorable Ronnie Abrams, United States District Judge, and were subsequently referred to the Honorable Stewart D. Aaron, United States Magistrate Judge, for general pretrial supervision (ECF No. 38).

On October 21, 2025, notice of the pendency of the Action was published pursuant to the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4(a)(3)(A)(i). On December 8, 2025, motions for appointment as lead plaintiff were filed. By Opinion and Order dated February 2, 2026 (ECF No. 41), the Court appointed Ali Shabsavanpour and Jaimin Patel as Lead Plaintiffs in the Action pursuant to the PSLRA and approved their selection of Schall Brown & Schwartz LLP (“SBS,” formerly known as The Schall Law Firm) as Lead Counsel; the Court further denied Defendants’ cross-motion to consolidate the Action with the *Katz* Action without prejudice and ordered that the two actions be coordinated for discovery and case-management purposes. On April 13, 2026, the plaintiff in the *Katz* Action filed a notice of voluntary dismissal of that action with prejudice pursuant to Rule 41(a)(1)(A)(i) of the Federal Rules of Civil Procedure. No. 1:25-cv-08368, ECF No. 33.

In accordance with the schedule ordered on February 18, 2026 (ECF No. 43), on April 20, 2026, Lead Plaintiffs filed the First Amended Class Action Complaint for Violations of the Federal

Securities Laws (ECF No. 44) (the “First Amended Complaint”), asserting claims under Sections 10(b) and 20(a) of the Exchange Act and Rule 10b-5 promulgated thereunder on behalf of all persons and entities that purchased or otherwise acquired Marex ordinary shares between November 7, 2024 and August 5, 2025, inclusive. The First Amended Complaint alleges, among other things, that during that period Defendants made materially false and misleading statements and omissions concerning the composition and quality of the revenues reported in the “Securities” revenue line of Marex’s Market Making segment and the relationship of those revenues to the Company’s published “Marex volumes: Financials” key performance indicator, and that the price of Marex ordinary shares was artificially inflated during the Class Period and declined after the publication of a research report on August 5, 2025. Defendants dispute each of these allegations. The First Amended Complaint was filed following an extensive investigation by Lead Counsel that included, among other things: the review and analysis of Marex’s public filings with the U.S. Securities and Exchange Commission (the “SEC”) and other publicly available regulatory disclosures in the United States and the United Kingdom, the Company’s press releases, investor presentations, and earnings-call transcripts, analyst reports concerning the Company, news and media coverage, and market, pricing, and trading data for Marex Ordinary Shares; research regarding the applicable law governing the claims asserted in the Action and Defendants’ potential defenses; and an assessment of the risks of establishing liability, falsity, scienter, loss causation, and damages, and of the range of potentially recoverable damages. No motion to dismiss the First Amended Complaint had been filed, and no discovery had been taken, at the time the Parties reached the agreement in principle to settle the Action.

Beginning in April 2026, counsel for the Parties engaged in extended, arm’s-length settlement negotiations conducted directly between experienced counsel, without the involvement

of a mediator, which included the exchange of the Parties' respective assessments of the strengths and weaknesses of the claims and defenses asserted in the Action, including with respect to liability, loss causation, and damages. Those negotiations culminated in an agreement in principle to settle the Action for \$950,000 in cash for the benefit of the Settlement Class, subject to the negotiation of a full settlement agreement and approval by the Court, which was memorialized in a confidential term sheet executed on or about June 2, 2026 (the "Term Sheet"). On June 5, 2026, the Parties filed a notice of settlement informing the Court of the agreement in principle (ECF No. 45), and on June 10, 2026, the Court entered an Order in connection therewith (ECF No. 46). This Stipulation, together with its Exhibits, reflects the final and binding agreement of the Parties with respect to the Settlement and supersedes the Term Sheet.

II. LEAD PLAINTIFFS' CLAIMS AND BENEFITS OF SETTLEMENT

Lead Plaintiffs and Lead Counsel believe that the claims asserted in the Action have merit. However, Lead Plaintiffs and Lead Counsel recognize and acknowledge the expense, duration, and uncertainty of continued proceedings necessary to prosecute the Action against Defendants through motion practice, class certification, summary judgment, trial, and appeals. Lead Plaintiffs and Lead Counsel have taken into account the uncertain outcome and risks of any litigation, especially complex securities class-action litigation such as this Action, as well as the difficulties and delays inherent in such litigation, including the particular challenges of establishing falsity, materiality, scienter, loss causation, and damages. Based upon their evaluation, and in light of the substantial and immediate cash benefit conferred on the Settlement Class by the Settlement, Lead Plaintiffs and Lead Counsel have determined that the Settlement set forth in this Stipulation is in the best interests of the Settlement Class and is fair, reasonable, and adequate.

This Stipulation shall in no event be construed as, or deemed to be evidence of, an admission or concession by Lead Plaintiffs or any other Settlement Class Member of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of Defendants' defenses to liability had any merit.

III. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY

Defendants have denied and continue to deny each and every claim and contention alleged in the Action, along with all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action. Defendants have denied and continue to deny, among other things, that they made any materially false or misleading statement or omission, that they acted with scienter or otherwise wrongfully, and that Lead Plaintiffs or any other member of the Settlement Class suffered damages or was harmed by any conduct of Defendants alleged in the Action or that could have been alleged in the Action. Defendants maintain that their conduct was at all times proper and in compliance with applicable law and that they have meritorious defenses to all claims asserted in the Action.

Nonetheless, having taken into account the uncertainty, risk, expense, distraction, and burden inherent in any litigation, especially complex class-action litigation such as this Action, Defendants have concluded that it is desirable and beneficial to them that the Action be fully and finally settled, compromised, and dismissed with prejudice in the manner and upon the terms and conditions set forth in this Stipulation. Defendants are entering into this Stipulation solely to eliminate the uncertainty, burden, and expense of further protracted litigation. This Stipulation shall in no event be construed as, or deemed to be evidence of, an admission or concession by any Defendant with respect to any claim of any fault, liability, wrongdoing, or damage whatsoever.

IV. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Lead Plaintiffs (individually and on behalf of all other members of the Settlement Class) and Defendants, by and through their respective undersigned counsel, that, subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, and in consideration of the benefits flowing to the Parties from the Settlement set forth herein, all Released Plaintiffs' Claims as against the Defendants' Releasees and all Released Defendants' Claims as against the Plaintiffs' Releasees shall be finally, fully, and forever compromised, settled, released, resolved, relinquished, waived, and discharged, and the Action shall be dismissed with prejudice, without costs except as stated herein, upon and subject to the following terms and conditions:

1. Definitions

As used in this Stipulation, the following terms have the meanings specified below:

1.1 “**Action**” means the putative securities class action styled *Narayanan v. Marex Group plc, et al.*, Case No. 1:25-cv-08393-RA-SDA (S.D.N.Y.), in which Ali Shahsavanpour and Jaimin Patel have been appointed Lead Plaintiffs.

1.2 “**Alternate Judgment**” means a form of final judgment that may be entered by the Court in the Action but in a form other than the form of Judgment provided for in this Stipulation, and where neither Lead Plaintiffs nor Defendants elect to terminate the Settlement by reason of such variance.

1.3 “**Authorized Claimant**” means a Settlement Class Member who or which submits a timely and valid Claim Form to the Claims Administrator that is approved for payment from the Net Settlement Fund.

1.4 “**Bar Date**” is defined in ¶ 4.6(b) below.

1.5 “**Claim**” means a Claim Form, or electronic claim, submitted by a Claimant or Settlement Class Member to the Claims Administrator.

1.6 “**Claim Form**” or “**Proof of Claim and Release Form**” means the Proof of Claim and Release form, substantially in the form attached hereto as Exhibit A-2, or in such other form as may be approved in writing by all of the Parties acting by and through their respective counsel of record in the Action and approved by the Court, that a Claimant or Settlement Class Member must complete and submit should that Claimant or Settlement Class Member seek to share in a distribution of the Net Settlement Fund.

1.7 “**Claimant**” means a Person who or which submits a Claim to the Claims Administrator seeking to be eligible to share in the proceeds of the Net Settlement Fund.

1.8 “**Claims Administrator**” means Strategic Claims Services, 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.

1.9 “**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.

1.10 “**Court**” means the United States District Court for the Southern District of New York.

1.11 “**D&O Insurers**” means Defendants’ directors’ and officers’ liability insurance carriers and any and all of their reinsurers.

1.12 “**Defendants**” means Marex and the Individual Defendants.

1.13 “**Defendants’ Counsel**” means Latham & Watkins LLP.

1.14 “**Defendants’ Releasees**” means Defendants, Defendants’ Counsel, and the D&O Insurers, and each of their respective predecessors, successors, parents (including holding companies), direct and indirect subsidiaries, affiliates, related entities and divisions, and each of their respective present and former officers, directors, employees, agents, shareholders, attorneys, insurers and reinsurers, accountants, auditors, advisors, representatives, consultants, liability insurance carriers, underwriters, investment bankers, commercial bankers, general or limited partners or partnerships, limited liability companies, joint ventures, trustees, and assigns of any of the foregoing, in their capacities as such, as well as, with respect to each Individual Defendant, his Immediate Family members, heirs, executors, administrators, estates, personal or legal representatives, successors, and assigns, any trust of which an Individual Defendant is the settlor or which is for the benefit of an Individual Defendant and/or member(s) of his Immediate Family, and any other entity in which an Individual Defendant has a controlling interest, and each of their respective Related Persons.

1.15 “**Effective Date**” means the first date by which all of the events and conditions specified in ¶ 8.1 of this Stipulation have been met and have occurred or have been waived in accordance with ¶ 8.1.

1.16 “**Escrow Account**” means the interest-bearing escrow account maintained at the Escrow Agent, wherein the Settlement Amount shall be deposited and held in escrow under the control of Lead Counsel.

1.17 “**Escrow Agent**” means The Huntington National Bank, the independent third-party financial institution selected by Lead Counsel.

1.18 “**Escrow Agreement**” means the agreement between Lead Counsel and the Escrow Agent setting forth the terms under which the Escrow Agent shall maintain the Escrow Account.

1.19 “**Excluded Claims**” means any claims of any Person who or which timely and validly requests exclusion from the Settlement Class in accordance with the Preliminary Approval Order and the Notice, where such request is accepted by the Court.

1.20 “**Fee and Expense Application**” and “**Fee and Expense Award**” are defined in ¶ 7.1 below.

1.21 “**Final**,” with respect to the Judgment, any Alternate Judgment, or any other order of the Court, means: (i) if no appeal is filed, the expiration of the time provided for filing or noticing any appeal under the Federal Rules of Appellate Procedure; 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 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, or expenses, or any award to Lead Plaintiffs; (ii) the Plan of Allocation (as submitted or subsequently modified); or (iii) the procedures for determining Authorized Claimants’ recognized claims, or the distribution of the Net Settlement Fund to Authorized Claimants, shall not in any way delay or affect the time set forth above for the Judgment or Alternate Judgment to become Final, or otherwise preclude the Judgment or Alternate Judgment from becoming Final.

1.22 “**First Amended Complaint**” means the First Amended Class Action Complaint for Violations of the Federal Securities Laws, dated April 20, 2026, filed in the Action (ECF No. 44), which is the operative complaint in the Action.

1.23 “**Immediate Family**” means, as set forth in 17 C.F.R. § 229.404, children, stepchildren, parents, stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. As used in this paragraph, “spouse” shall mean a husband, a wife, or a partner in a state-recognized domestic relationship, civil union, or marriage.

1.24 “**Individual Defendants**” means Ian Theo Lowitt and Crispin Robert John Irvin.

1.25 “**Judgment**” means the proposed final judgment and order of dismissal with prejudice to be rendered by the Court upon approval of the Settlement, substantially in the form attached hereto as Exhibit B.

1.26 “**Lead Counsel**” means Schall Brown & Schwartz LLP (“SBS,” formerly known as The Schall Law Firm), which was appointed Lead Counsel for the Action by the Court’s Opinion and Order dated February 2, 2026 (ECF No. 41).

1.27 “**Lead Plaintiffs**” means Ali Shabsavanpour and Jaimin Patel.

1.28 “**Litigation Expenses**” means the costs, charges, and expenses incurred in connection with commencing, prosecuting, and settling the Action (which may include the reimbursement of the time, costs, and expenses of Lead Plaintiffs directly related to their representation of the Settlement Class, as permitted by 15 U.S.C. § 78u-4(a)(4)), for which Lead Counsel intends to apply to the Court for payment or reimbursement from the Settlement Fund.

1.29 “**Marex**” or the “**Company**” means Marex Group plc, a public limited company organized under the laws of England and Wales.

1.30 “**Marex Ordinary Shares**” means the ordinary shares of Marex, which trade on the Nasdaq Global Select Market under the ticker symbol “MRX.”

1.31 “**Net Settlement Fund**” means the Settlement Fund less: (i) any Taxes and Tax Expenses; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; (iv) any attorneys’ fees awarded by the Court; and (v) any other Court-approved fees, costs, or deductions.

1.32 “**Notice**” means the Notice of (i) Pendency of Class Action, Certification of Settlement Class, and Proposed Settlement; (ii) Settlement Hearing; and (iii) Motion for an Award of Attorneys’ Fees and Litigation Expenses, substantially in the form attached hereto as Exhibit A-1, or in such other form as may be approved in writing by all of the Parties acting by and through their respective counsel of record in the Action and approved by the Court, which shall be made available on the Settlement website maintained by the Claims Administrator and mailed or emailed to Settlement Class Members upon request.

1.33 “**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: (i) providing notice of the Settlement to the Settlement Class, including through the distribution of the Postcard Notice, the posting of the Notice and Claim Form, the publication of the Summary Notice, and other means of identifying and locating potential Settlement Class Members; and (ii) administering the Settlement, including, but not limited to, the Claims process, as well as the costs, fees, and expenses incurred in connection with the Escrow Account.

1.34 “**Parties**” means Defendants and Lead Plaintiffs, on behalf of themselves and the other members of the Settlement Class; “**Party**” means one of the Parties.

1.35 “**Person**” means an individual, corporation (including all divisions and subsidiaries), general or limited partnership, limited liability company, association, pension fund, mutual fund, joint stock company, joint venture, professional corporation, estate, legal representative, trust,

unincorporated association, government or any political subdivision or agency thereof, or any other business or legal entity, and his, her, or its spouses, heirs, predecessors, successors, representatives, beneficiaries, trustees, or assignees.

1.36 “**Plaintiffs’ Counsel**” means Lead Counsel and all other legal counsel who, at the direction and under the supervision of Lead Counsel, performed services on behalf of Lead Plaintiffs or the Settlement Class in the Action, including Sparacino PLLC, Glancy Prongay Wolke & Rotter LLP (formerly known as Glancy Prongay & Murray LLP), and Holzer & Holzer, LLC.

1.37 “**Plaintiffs’ Releasees**” means Lead Plaintiffs, all other named plaintiffs in the Action, Plaintiffs’ Counsel, and all other Settlement Class Members, as well as each of their respective current and former officers, directors, employees, agents, parents, affiliates, subsidiaries, attorneys, advisors, representatives, predecessors, successors, assigns, and assignees, in their capacities as such, and, for any Plaintiffs’ Releasee who is an individual, his or her Immediate Family members, heirs, executors, administrators, personal or legal representatives, estates, successors, and assigns.

1.38 “**Plan of Allocation**” means the proposed plan or formula for allocating the Net Settlement Fund to Authorized Claimants, as set forth in the Notice, or such other plan of allocation as the Court may approve. The Plan of Allocation is not a part of this Stipulation, and none of the Defendants’ Releasees shall have any responsibility, obligation, or liability with respect to the Plan of Allocation or its implementation. Any order or proceeding relating to the Plan of Allocation, or any appeal from any such order, shall not operate to terminate or cancel this Stipulation or affect or delay the Effective Date or the finality of the Judgment or any other orders entered by the Court pursuant to this Stipulation.

1.39 “**Postcard Notice**” means the Postcard Notice of (i) Pendency of Class Action, Certification of Settlement Class, and Proposed Settlement; (ii) Settlement Hearing; and (iii) Motion for an Award of Attorneys’ Fees and Litigation Expenses, substantially in the form attached hereto as Exhibit A-4, or in such other form as may be approved in writing by all of the Parties acting by and through their respective counsel of record in the Action and approved by the Court, which is to be mailed or emailed to potential Settlement Class Members and which shall direct recipients to the Settlement website to access the Notice and the Claim Form.

1.40 “**Preliminary Approval Order**” means the order preliminarily approving the Settlement, certifying the Settlement Class for settlement purposes, and directing that notice of the Settlement be provided to the Settlement Class, substantially in the form attached hereto as Exhibit A, or in such other form as may be approved in writing by all of the Parties acting by and through their respective counsel of record in the Action and entered by the Court.

1.41 “**PSLRA**” means the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended.

1.42 “**Related Persons**” means (i) with respect to Defendants, Defendants’ Counsel, and the D&O Insurers, each of their respective current and former officers, directors, employees, agents, servants, representatives, parents, affiliates, subsidiaries, divisions, reinsurers, successors, predecessors, assigns, assignees, advisors, and attorneys, in their capacities as such; and (ii) with respect to the Individual Defendants, their respective spouses, Immediate Family members, heirs, successors, executors, estates, administrators, attorneys, agents, accountants, insurers or reinsurers, personal representatives, trusts, and community property, and any other entity in which any of them has a controlling interest, and, as to such entities or trusts, each and all of their predecessors, successors, past or present parents, subsidiaries, and affiliates, and each of their

respective past or present officers, directors, shareholders, agents, partners, principals, members, employees, attorneys, advisors, trustees, auditors and accountants, and insurers and reinsurers, in their capacities as such.

1.43 “**Released Claims**” means all Released Defendants’ Claims and all Released Plaintiffs’ Claims.

1.44 “**Released Defendants’ Claims**” means all claims (including, but not limited to, Unknown Claims), demands, losses, rights, liabilities, and causes of action, in law or in equity, accrued or unaccrued, fixed or contingent, direct, individual, or representative, of every nature and description whatsoever, whether arising under federal, state, local, statutory, common, or foreign law, or any other law, rule, or regulation, that were or could have been asserted in the Action, or could in the future be asserted in any forum, whether foreign or domestic, by Defendants or any of the Defendants’ Releasees against any of the Plaintiffs’ Releasees, which arise out of, are based upon, or relate to in any way the institution, prosecution, or settlement of the claims asserted in the Action. Released Defendants’ Claims do not include: (i) any claims relating to the enforcement of the Settlement or this Stipulation; or (ii) any Excluded Claims.

1.45 “**Released Plaintiffs’ Claims**” means, to the fullest extent permitted by law, all claims (including, but not limited to, Unknown Claims), demands, losses, rights, liabilities, and causes of action, in law or in equity, accrued or unaccrued, fixed or contingent, mature or not mature, liquidated or unliquidated, concealed or hidden, direct, individual, or representative, of every nature and description whatsoever, whether arising under federal, state, local, statutory, common, or foreign law, or any other law, rule, or regulation (including the law of any jurisdiction outside the United States), whether brought directly or indirectly against any of the Defendants’ Releasees, that Lead Plaintiffs or any other member of the Settlement Class, or their successors, assigns,

executors, administrators, representatives, attorneys, or agents, in their capacities as such, (i) asserted in the Action or the First Amended Complaint, or (ii) could have asserted in the Action or in any other action or in any forum, whether foreign or domestic, that (a) arise out of, are based upon, or relate to in any way any of the allegations, facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions, or failures to act involved, set forth, alleged, or referred to in the Action or the First Amended Complaint, or that otherwise would have been barred by *res judicata* had the Action been fully litigated to a final judgment, and (b) arise out of, are based upon, or relate to in any way the purchase, acquisition, holding, sale, or disposition of Marex Ordinary Shares during the Settlement Class Period. Released Plaintiffs' Claims do not include: (i) any claims relating to the enforcement of the Settlement or this Stipulation; or (ii) any Excluded Claims.

1.46 “**Releasees**” means each and any of the Defendants’ Releasees and each and any of the Plaintiffs’ Releasees.

1.47 “**Releases**” means the releases set forth in ¶¶ 5.2 through 5.5 of this Stipulation.

1.48 “**Settlement**” means the resolution of the Action between the Parties in accordance with the terms and provisions of this Stipulation.

1.49 “**Settlement Amount**” means the principal amount of nine hundred fifty thousand U.S. dollars (\$950,000.00) in cash, to be paid pursuant to ¶ 2.1 of this Stipulation.

1.50 “**Settlement Class**” means all persons and entities that purchased or otherwise acquired Marex Ordinary Shares on the Nasdaq Global Select Market or in another domestic transaction during the Settlement Class Period and were allegedly damaged thereby. Excluded from the Settlement Class are: (i) Defendants; (ii) the present and former officers and directors of Marex during the Settlement Class Period; (iii) the Immediate Family members of any of the

foregoing natural persons; (iv) any entity in which any Defendant has or had a controlling interest; (v) the legal representatives, heirs, successors, and assigns of any of the foregoing; and (vi) those Persons who or which timely and validly request exclusion from the Settlement Class in accordance with the Preliminary Approval Order and the Notice, where such request is accepted by the Court.

1.51 “**Settlement Class Member**” means each Person who or which falls within the definition of the Settlement Class.

1.52 “**Settlement Class Period**” or “**Class Period**” means the period from November 7, 2024 through August 5, 2025, inclusive.

1.53 “**Settlement Fund**” means the Settlement Amount, together with any and all interest and income earned thereon.

1.54 “**Settlement Hearing**” means the hearing to be held by the Court pursuant to Rule 23(e)(2) of the Federal Rules of Civil Procedure to determine, among other things, whether: (i) the Settlement is fair, reasonable, and adequate and should be finally approved; (ii) the Plan of Allocation should be approved; and (iii) Lead Counsel’s application for an award of attorneys’ fees and Litigation Expenses, and any award to Lead Plaintiffs pursuant to 15 U.S.C. § 78u-4(a)(4), should be granted.

1.55 “**Stipulation**” means this Stipulation and Agreement of Settlement, including the recitals and the exhibits attached hereto (the “Exhibits”), each of which is incorporated herein by reference.

1.56 “**Summary Notice**” means the Summary Notice of (i) Pendency of Class Action, Certification of Settlement Class, and Proposed Settlement; (ii) Settlement Hearing; and (iii) Motion for an Award of Attorneys’ Fees and Litigation Expenses, substantially in the form

attached hereto as Exhibit A-3, or in such other form as may be approved in writing by all of the Parties acting by and through their respective counsel of record in the Action and approved by the Court, to be published as set forth in the Preliminary Approval Order.

1.57 “**Supplemental Agreement**” is defined in ¶ 9.3 below.

1.58 “**Taxes**” means all federal, state, local, and/or foreign taxes of any kind (including any estimated taxes, and any interest or penalties thereon) arising with respect to any income or gains earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon the Defendants’ Releasees with respect to any income or gains earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes.

1.59 “**Tax Expenses**” means the expenses and costs incurred in connection with the operation and implementation of ¶¶ 2.6 and 2.7 of this Stipulation, including, without limitation, expenses of tax attorneys and/or accountants, and mailing and distribution costs and expenses relating to filing (or failing to file) the tax returns described in ¶¶ 2.6 and 2.7.

1.60 “**Term Sheet**” means the confidential term sheet setting forth the material deal points of the Settlement, executed by counsel for the Parties on or about June 2, 2026.

1.61 “**Termination Notice**” is defined in ¶ 9.1 below.

1.62 “**Unknown Claims**” means any and all Released Plaintiffs’ Claims that Lead Plaintiffs or any other Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any and all Released Defendants’ Claims that any Defendant or any other Defendants’ Releasee does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement, including, but not limited

to, whether or not to object to this Settlement or to the release of the Released Claims 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 of the Settlement, Lead Plaintiffs and Defendants shall expressly waive, and each of the other Settlement Class Members and each of the other Releasees shall be deemed to have waived, and by operation of the Judgment or any Alternate Judgment shall have, to the fullest extent permitted by law, expressly waived and relinquished, any and all provisions, rights, and benefits conferred by California Civil Code § 1542, and any law of any state or territory of the United States, or principle of common law or foreign law, that is similar, comparable, or equivalent to California Civil 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.

Lead Plaintiffs, Defendants, and each of the other Releasees acknowledge that they may hereafter discover facts, legal theories, or authorities in addition to or different from those which he, she, it, or their counsel now knows or believes to be true with respect to the subject matter of the Released Claims, but they are, notwithstanding that possibility, entering into this Stipulation and intend it to be a full, final, and permanent resolution of the matters at issue in the Action. Lead Plaintiffs and Defendants acknowledge, and each of the other Settlement Class Members and each of the other Releasees shall be deemed by operation of law to have acknowledged, that the foregoing waiver and the inclusion of Unknown Claims in the definition of Released Claims were separately bargained for and were key elements of the Settlement.

2. The Settlement

2.1 Payment of the Settlement Amount. Marex shall pay, or cause to be paid, the Settlement Amount into the Escrow Account within the later of: (a) sixty (60) calendar days after entry of the Preliminary Approval Order; or (b) receipt by Defendants' Counsel from Lead Counsel of complete and accurate information necessary to effectuate a transfer of funds to the Escrow Account, including wiring instructions that include the bank name and ABA routing number, the account name and number, a signed Form W-9 reflecting a valid taxpayer identification number for the Escrow Account as a qualified settlement fund, and the name and telephone number of a contact person from Lead Counsel who can verbally confirm the wire instructions. If the date described in the preceding sentence falls on a Saturday, Sunday, or bank holiday, the Settlement Amount shall be paid on the next business day. Upon deposit, the Settlement Amount, together with any interest and income earned thereon, shall be held in the Escrow Account as the Settlement Fund.

2.2 No Other Payment Obligations. The payment described in ¶ 2.1 is the only payment to be made by or on behalf of any of the Defendants' Releasees in connection with the Settlement. Except as required by ¶ 2.1, Defendants shall have no obligation to make any other payment into the Escrow Account or to Lead Plaintiffs or any other Settlement Class Member pursuant to this Stipulation, and the Defendants' Releasees shall have no responsibility or liability whatsoever with respect to the Escrow Account or the funds maintained therein, including, without limitation, any responsibility or liability related to any fees, Taxes, investment decisions, maintenance, supervision, allocation, or distribution of any portion of the Settlement Fund. All fees, costs, and expenses associated with the Settlement, including, but not limited to, any Taxes and Tax Expenses, Notice and Administration Costs, Litigation Expenses awarded by the Court, and

attorneys' fees awarded by the Court, shall be paid exclusively from the Settlement Fund, and in no event shall any of the Defendants' Releasees bear any responsibility or liability for any such fees, costs, or expenses, except for Defendants' obligations with respect to CAFA notice under ¶ 4.14 and with respect to the shareholder records provision under ¶ 4.2.

2.3 Use of the Settlement Fund. Subject to the terms and conditions of this Stipulation, the Settlement Fund shall be applied as follows: (a) to pay all Notice and Administration Costs; (b) to pay any Taxes and Tax Expenses; (c) to pay any Fee and Expense Award and any award to Lead Plaintiffs pursuant to 15 U.S.C. § 78u-4(a)(4), in each case as and to the extent approved and awarded by the Court; and (d) after the Effective Date, to distribute the Net Settlement Fund to Authorized Claimants pursuant to this Stipulation and the Plan of Allocation approved by the Court, or as the Court otherwise directs.

2.4 Custody and Investment of the Settlement Fund. 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 by the Escrow Agent 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 the funds are distributed or returned pursuant to the terms of this Stipulation and/or further order(s) of the Court. At the written direction of Lead Counsel, the Escrow Agent shall invest the Settlement Fund exclusively in instruments, funds, or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation or (b) secured by instruments backed by the full faith and credit of the United States Government, and shall reinvest the proceeds of such instruments as they mature in similar instruments at their then-current market rates. The Defendants' Releasees shall

have no responsibility for, interest in, or liability whatsoever with respect to any investment decisions or the actions of the Escrow Agent, or any transaction executed by the Escrow Agent.

2.5 Limitations on Disbursement. The Escrow Agent shall not disburse any portion of the Settlement Fund except: (a) as provided in this Stipulation; (b) by order of the Court; or (c) with the prior written agreement of Lead Counsel and Defendants' Counsel.

2.6 Qualified Settlement Fund. The Parties agree that the Settlement Fund is intended to be, and shall be treated at all times as, a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1, and that Lead Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Lead Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes and Tax Expenses owed with respect to the Settlement Fund. Lead Counsel, as administrator, shall timely make, or cause to be made, such elections as are necessary or advisable to carry out this paragraph, including, as necessary, a "relation-back election," as described in Treasury Regulation § 1.468B-1(j), to cause the qualified settlement fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith. Upon written request, Defendants shall provide to Lead Counsel the statement described in Treasury Regulation § 1.468B-3(e). The Defendants' Releasees shall have no liability or responsibility for any Taxes, Tax Expenses, tax returns, elections, or filings relating to the Settlement Fund.

2.7 Payment of Taxes. All Taxes and Tax Expenses shall be paid out of the Settlement Fund, shall be considered a cost of administration of the Settlement, and shall be timely paid, or

caused to be paid, by the Escrow Agent pursuant to the disbursement instructions set forth in the Escrow Agreement, without prior order of the Court. Any tax returns prepared for the Settlement Fund (as well as any elections made therein) shall be consistent with ¶ 2.6 and shall in all events reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Defendants' Releasees shall have no responsibility or liability for the acts or omissions of Lead Counsel, the Escrow Agent, the Claims Administrator, or their agents with respect to the payment of Taxes or Tax Expenses or the filing of any tax returns or other documents in connection with the Settlement Fund.

2.8 No Reversion; Not a Claims-Made Settlement. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, no Defendant, Defendants' Releasee, or any other Person or entity who or which paid any portion of the Settlement Amount shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever, including, without limitation, the number of Claims submitted, the collective amount of recognized claims of Authorized Claimants, the percentage of recovery of losses, or the amounts to be paid to Authorized Claimants from the Net Settlement Fund. Upon the occurrence of the Effective Date, any and all remaining right, title, or interest of Defendants or any other Person who or which paid any portion of the Settlement Amount in or to the Settlement Fund, if any, shall be absolutely and forever extinguished.

2.9 Notice and Administration Costs. Notwithstanding the fact that the Effective Date has not yet occurred, Lead Counsel may pay from the Settlement Fund, without further approval from Defendants and without further order of the Court, reasonable Notice and Administration Costs actually incurred and paid or payable. Such costs and expenses shall include, without limitation, the actual costs of printing, mailing, and emailing the Postcard Notice and the Notice,

publishing the Summary Notice, reimbursements to nominee owners for forwarding notice to their beneficial owners, the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing notice and administering the Settlement (including processing submitted Claims), and the fees, if any, of the Escrow Agent. In the event the Settlement is terminated or fails to become effective, all Notice and Administration Costs properly paid or incurred, including any related fees, shall not be returned or repaid to Defendants or any other Person who or which paid any portion of the Settlement Amount.

2.10 Right to Terminate for Non-Payment. If the entire Settlement Amount is not timely deposited into the Escrow Account in accordance with ¶ 2.1, Lead Plaintiffs may terminate the Settlement, but only if: (a) Lead Counsel has provided written notice to Defendants' Counsel of Lead Plaintiffs' intention to terminate the Settlement; and (b) the entire Settlement Amount is not deposited into the Escrow Account within fourteen (14) business days after Defendants' Counsel receives such written notice.

3. Class Certification and Preliminary Approval

3.1 Certification of the Settlement Class. Solely for purposes of the Settlement and for no other purpose, the Parties stipulate and agree to: (a) certification of the Action as a class action on behalf of the Settlement Class pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure; (b) certification of Lead Plaintiffs as class representatives for the Settlement Class; and (c) appointment of Lead Counsel as class counsel for the Settlement Class pursuant to Rule 23(g) of the Federal Rules of Civil Procedure. Defendants shall not oppose such certification and appointments solely for purposes of the Settlement. If the Settlement is terminated or fails to become effective for any reason, this stipulated certification shall be null and void and of no further force or effect, shall not be used or referred to for any purpose, and the Parties shall revert to their

respective positions in the Action with respect to class certification as they existed on the date the Term Sheet was executed, as provided in ¶ 9.5.

3.2 Motion for Preliminary Approval. As soon as practicable after execution of this Stipulation, and in any event by any deadline set by the Court, Lead Plaintiffs shall submit this Stipulation together with its Exhibits to the Court and shall move, unopposed by Defendants, for entry of the Preliminary Approval Order, substantially in the form attached hereto as Exhibit A, requesting, *inter alia*: preliminary approval of the Settlement; certification of the Settlement Class for settlement purposes only; approval of the form and manner of notice to the Settlement Class described in ¶ 4.3; and the scheduling of the Settlement Hearing.

3.3 Final Approval. Lead Counsel shall request that, after notice is given to the Settlement Class, the Court hold the Settlement Hearing and finally approve the Settlement as set forth herein. At or before the Settlement Hearing, Lead Counsel shall also request that the Court approve the proposed Plan of Allocation and, by separate motion as provided in ¶ 7.2, the Fee and Expense Application and any application for an award to Lead Plaintiffs pursuant to 15 U.S.C. § 78u-4(a) (4).

4. Notice and Settlement Administration

4.1 Claims Administrator. As part of the motion for entry of the Preliminary Approval Order, Lead Plaintiffs shall seek approval of the retention of the Claims Administrator. The Claims Administrator shall administer the Settlement — including the process of receiving, reviewing, and approving or denying Claims — under Lead Counsel’s supervision and subject to the jurisdiction of the Court. Other than Marex’s obligations under ¶ 4.2 and Defendants’ CAFA-notice obligations under ¶ 4.14, none of the Defendants’ Releasees shall have any involvement in, or any responsibility, authority, or liability whatsoever for: the selection or retention of the Claims

Administrator; the Plan of Allocation; the administration of the Settlement; the notice process; the Claims process, including the review of Claims of Settlement Class Members; or the disbursement or distribution of the Net Settlement Fund; and the Defendants' Releasees shall have no liability whatsoever to any Person, including, but not limited to, Lead Plaintiffs, any other Settlement Class Member, or Lead Counsel, in connection with any of the foregoing.

4.2 Shareholder Records. For the purposes of identifying and providing notice to the Settlement Class, within ten (10) calendar days after entry of the Preliminary Approval Order, Marex shall use reasonable efforts to provide, or cause to be provided, to the Claims Administrator (at no cost to the Settlement Fund, Lead Counsel, or the Claims Administrator) records reasonably available to Marex or its transfer agent(s) concerning the identity and last known postal address and email address (if available) of holders of record of Marex Ordinary Shares during the Settlement Class Period, in electronic form or such other form as is reasonably available, and shall identify and facilitate access to Marex's transfer agent(s) for that purpose. Marex shall also use reasonable efforts to provide or facilitate, to the extent reasonably available, the security identifiers for Marex Ordinary Shares and such information as is reasonably necessary to facilitate notice to beneficial holders of Marex Ordinary Shares holding through banks, brokers, or other nominees, and shall reasonably cooperate with the Claims Administrator's requests to such nominees for that purpose. The Claims Administrator shall treat and maintain any information so provided as confidential and shall use it solely for the purpose of providing notice of the Settlement and administering the Settlement.

4.3 The Notice Program. In accordance with the schedule and terms set forth in the Preliminary Approval Order, Lead Counsel shall cause the Claims Administrator to: (a) mail or email the Postcard Notice to all potential Settlement Class Members who or which may be

identified through reasonable effort, including through the records described in ¶ 4.2 and outreach to banks, brokers, and other nominees; (b) post the Notice, the Claim Form, and this Stipulation on the Settlement website maintained by the Claims Administrator, from which copies may be downloaded, and provide copies of the Notice and Claim Form by mail or email upon request; and (c) cause the Summary Notice to be transmitted once over *GlobeNewswire*, or as otherwise directed or approved by the Court. The costs of providing notice to the Settlement Class in the manner set forth in this paragraph shall be paid from the Settlement Fund as Notice and Administration Costs. Provided that Marex complies with its obligations under ¶ 4.2, Settlement Class Members shall have no recourse against any of the Defendants' Releasees or Defendants' Counsel with respect to any claims arising from any failure of the notice process. No later than seven (7) calendar days before the Settlement Hearing, Lead Counsel shall cause proof of the mailing, emailing, posting, and publication described above to be filed with the Court.

4.4 Plan of Allocation. Lead Counsel shall be responsible for developing the proposed Plan of Allocation, which shall be set forth in the Notice and submitted to the Court for approval. The Claims Administrator shall calculate the Claims of Authorized Claimants substantially in accordance with the Plan of Allocation approved by the Court.

4.5 Plan of Allocation Not a Condition. The Plan of Allocation is not a necessary term of the Settlement or of this Stipulation, and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. Neither Lead Plaintiffs nor Defendants may cancel or terminate the Settlement or this Stipulation based on any ruling by this Court or any appellate court with respect to the Plan of Allocation or any other plan of allocation in the Action. The Defendants' Releasees shall not object in any way to the Plan of Allocation or

any other plan of allocation in the Action, and shall have no involvement with, or liability, obligation, or responsibility whatsoever in connection with, any plan of allocation.

4.6 Claims Process. 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 Settlement Class Member seeking to share in a distribution of the Net Settlement Fund shall be required to submit to the Claims Administrator a completed Claim Form, substantially in the form of Exhibit A-2, signed under penalty of perjury and supported by such documents as are specified in the Claim Form, 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;

(b) All Claim Forms must be submitted by the date set by the Court in the Preliminary Approval Order and specified in the Notice (the "Bar Date"), unless extended by the Court. A Claim Form shall be deemed submitted when postmarked, if mailed by first-class mail by the Bar Date and addressed in accordance with the instructions on the Claim Form; in all other cases, including submission through the Settlement website, a Claim Form shall be deemed submitted on the date it is actually received by the Claims Administrator;

(c) Each Claim shall be submitted to and reviewed by the Claims Administrator, which shall determine, in accordance with this Stipulation and the Court-approved 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) Claims that do not meet the submission requirements may be rejected. Before rejecting a Claim in whole or in part, the Claims Administrator shall communicate with the Claimant in writing to give the Claimant a reasonable opportunity to remedy any curable deficiencies in the Claim submitted. The Claims Administrator shall notify, in a timely fashion and in writing, each Claimant whose Claim the Claims Administrator proposes to reject in whole or in part, setting forth the reason(s) therefor, and shall indicate in such notice that the Claimant has the right to review by the Court if the Claimant so desires and complies with the requirements of subparagraph (e) below;

(e) If any Claimant whose Claim has been rejected in whole or in part desires to contest such rejection, the Claimant must, within twenty (20) calendar days after the date of mailing or emailing of the notice required in subparagraph (d) above, 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 review thereof by the Court. If a dispute concerning a Claim cannot otherwise be resolved, Lead Counsel shall thereafter present the request for review to the Court, on reasonable notice to Defendants' Counsel; and

(f) Each Claimant 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 or Alternate Judgment, and each Claim shall be subject to reasonable investigation to the extent necessary to determine the Claimant's status as a Settlement Class Member and the validity and amount of the Claim. No discovery or investigation shall be permitted with respect to the merits of the Action or of the Settlement in connection with the processing of Claims.

4.7 Late or Unsubmitted Claims. Except as otherwise ordered by the Court, any Settlement Class Member who or which fails to submit a Claim Form by the Bar Date, or who or which submits a Claim that is rejected, shall be forever barred from receiving any payment or distribution pursuant to this Stipulation and the Settlement, but shall in all other respects remain subject to, and bound by, all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or any Alternate Judgment and the Releases provided for herein and therein, and shall be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against any Defendants' Releasee with respect to any Released Plaintiffs' Claim. Notwithstanding the foregoing, Lead Counsel shall have the discretion (but not the obligation) to accept for processing late-submitted Claims, so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby, and to waive what Lead Counsel deems to be formal or technical defects in any submitted Claim, in the interests of achieving substantial justice.

4.8 Effect of Not Requesting Exclusion. Any Settlement Class Member who or which does not timely and validly request exclusion from the Settlement Class in the manner stated in the Preliminary Approval Order and the Notice: (a) shall be deemed to have waived his, her, or its right to be excluded from the Settlement Class; (b) shall be forever barred from requesting exclusion from the Settlement Class in this or any other proceeding; (c) shall be bound by the provisions of this Stipulation and the Settlement and all proceedings, determinations, orders, and judgments in the Action relating to the Settlement, including, but not limited to, the Judgment or any Alternate Judgment and the Releases provided for herein and therein, whether favorable or unfavorable to such Settlement Class Member; and (d) shall be permanently barred and enjoined

from commencing, maintaining, or prosecuting any of the Released Plaintiffs' Claims against any of the Defendants' Releasees.

4.9 Distributions; Re-Distributions; Residual. The Claims Administrator shall, following the Effective Date and entry of a Class Distribution Order, distribute the Net Settlement Fund to Authorized Claimants in accordance with the Court-approved Plan of Allocation. If any balance remains in the Net Settlement Fund at least six (6) months following the initial distribution (whether by reason of tax refunds, uncashed checks, or otherwise), the Claims Administrator shall, if Lead Counsel, in consultation with the Claims Administrator, determines that it is cost-effective to do so, conduct one or more re-distributions of the balance remaining (after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution) to Authorized Claimants who have cashed their prior distributions and who would receive at least \$10.00 from such re-distribution. At such time as it is determined that further re-distribution is not cost-effective, any *de minimis* balance remaining in the Net Settlement Fund shall be contributed to one or more non-sectarian, not-for-profit organization(s) recommended by Lead Counsel and approved by the Court.

4.10 Class Distribution Order. Lead Counsel shall apply to the Court, on reasonable notice to Defendants' Counsel, for a Class Distribution Order: (a) approving the Claims Administrator's administrative determinations concerning the acceptance and rejection of the Claims submitted; (b) approving payment of any outstanding administration fees and expenses associated with the administration of the Settlement from the Escrow Account; and (c) if the Effective Date has occurred, directing payment of the Net Settlement Fund to Authorized Claimants from the Escrow Account.

4.11 Finality of Distributions. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Settlement Class Members. All Settlement Class Members whose Claims are not approved by the Court for payment shall be barred from participating in distributions from the Net Settlement Fund, but shall otherwise be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or any Alternate Judgment and the Releases provided for herein and therein, and shall be permanently barred and enjoined from bringing any action against any of the Defendants' Releasees with respect to any of the Released Plaintiffs' Claims.

4.12 No Liability for Administration. No Person shall have any claim against Lead Plaintiffs, Lead Counsel, Plaintiffs' Counsel, the Claims Administrator, the Escrow Agent, or any other agent designated by Lead Counsel, or any of the Defendants' Releasees or Defendants' Counsel, arising from or relating to any investment of the Settlement Fund, or any distribution, determination, administration, calculation, or payment of any Claim, the withholding or payment of Taxes (including any interest or penalties) owed by the Settlement Fund, any losses incurred in connection with any of the foregoing, or the administration of the Settlement, the Plan of Allocation, or any distribution made substantially in accordance with this Stipulation, the Court-approved Plan of Allocation, or any order of the Court. This paragraph does not preclude any claim by a Party for breach of this Stipulation.

4.13 Jurisdiction over Claims Administration. All proceedings with respect to the administration, processing, and determination of Claims, and the determination of all controversies relating thereto, including disputed questions of law or 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 or Alternate Judgment. All Settlement Class Members and the Parties expressly

waive trial by jury (to the extent any such right exists) and any right of appeal or review with respect to such determinations.

4.14 CAFA Notice. Defendants shall serve, or cause to be served, the notices required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, no later than ten (10) calendar days after this Stipulation is filed with the Court, shall provide Lead Counsel with a copy of such notice within five (5) calendar days of service, and shall bear all costs and responsibility associated with such notice. The Parties shall request that the Court schedule the Settlement Hearing for a date at least ninety (90) days after service of the notices required by 28 U.S.C. § 1715(b), consistent with 28 U.S.C. § 1715(d).

5. Releases

5.1 Consideration. The obligations incurred pursuant to this Stipulation are in consideration of: (a) the full and final disposition of the Action as against Defendants and the Defendants' Releasees; and (b) the Releases provided for herein. The satisfaction of the obligations incurred pursuant to this Stipulation shall be in full and final disposition of the Action as against the Defendants' Releasees and of any and all Released Claims as against all Releasees.

5.2 Release of Released Plaintiffs' Claims. Pursuant to the Judgment, or the Alternate Judgment, if applicable, without further action by anyone, upon the Effective Date of the Settlement, Lead Plaintiffs and each of the other Settlement Class Members (except any Person who or which has timely and validly requested exclusion from the Settlement Class where such request has been accepted by the Court), on behalf of themselves and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment or Alternate Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived,

discharged, and dismissed each and every Released Plaintiffs' Claim against Defendants and the other Defendants' Releasees, and shall forever be barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of the Released Plaintiffs' Claims against any of the Defendants' Releasees. This Release shall not apply to any Excluded Claims.

5.3 Bar and Injunction. Pursuant to the Judgment, or the Alternate Judgment, if applicable, without further action by anyone, upon the Effective Date of the Settlement, Lead Plaintiffs and each of the other Settlement Class Members (except any Person who or which has timely and validly requested exclusion from the Settlement Class where such request has been accepted by the Court) shall be permanently barred and enjoined from the institution, maintenance, prosecution, or enforcement against any of the Defendants' Releasees, in any local, state, or federal court, or in any court of any foreign jurisdiction, or in any arbitral or administrative forum (whether foreign or domestic, and regardless of the procedural rules or substantive law applied in such forum), of any and all Released Plaintiffs' Claims.

5.4 Release of Released Defendants' Claims. Pursuant to the Judgment, or the Alternate Judgment, if applicable, without further action by anyone, upon the Effective Date of the Settlement, Defendants, on behalf of themselves and each of the other Defendants' Releasees, and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment or Alternate Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed each and every Released Defendants' Claim against Lead Plaintiffs and the other Plaintiffs' Releasees, and shall forever be barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of the Released

Defendants' Claims against any of the Plaintiffs' Releasees. This Release shall not apply to any Excluded Claims.

5.5 Estoppel. Upon the Effective Date, to the fullest extent permitted by law, this Stipulation shall operate conclusively as an estoppel and full defense in the event, and to the extent, of any claim, demand, action, or proceeding brought by a Settlement Class Member against any of the Defendants' Releasees with respect to any Released Plaintiffs' Claim, or brought by any Defendant or Defendants' Releasee against any of the Plaintiffs' Releasees with respect to any Released Defendants' Claim.

5.6 Enforcement Not Barred. Notwithstanding ¶¶ 5.2 through 5.5 above, nothing in the Judgment or any Alternate Judgment shall bar any action or claim by any of the Parties or the Releasees to enforce or effectuate the terms of this Stipulation, the Judgment, or any Alternate Judgment.

5.7 Dismissal; Costs. The Judgment or Alternate Judgment shall, among other things, provide for the dismissal of the Action against Defendants with prejudice, without costs to any Party except as expressly provided herein. Except as expressly provided in this Stipulation (including with respect to the payments provided for in ¶¶ 2.1 and 7 and the CAFA notice costs provided for in ¶ 4.14), each Party shall bear its own costs, expenses, and attorneys' fees incurred in connection with the Action, the Term Sheet, and the resolution of the Action.

6. Terms of the Judgment

6.1 Entry of Judgment. If the Settlement contemplated by this Stipulation is finally approved by the Court, Lead Counsel and Defendants' Counsel shall jointly request that the Court enter the Judgment, substantially in the form attached hereto as Exhibit B, which shall, among other things: (a) finally certify the Settlement Class for settlement purposes; (b) approve the

Settlement as fair, reasonable, and adequate under Rule 23(e)(2) of the Federal Rules of Civil Procedure; (c) dismiss the Action with prejudice; (d) provide for the Releases set forth in ¶ 5 and permanently bar and enjoin the prosecution of the Released Claims as provided therein; (e) include the bar order contemplated by the PSLRA, 15 U.S.C. § 78u-4(f)(7), discharging and barring claims for contribution arising out of the Action and providing for the judgment-reduction provisions of 15 U.S.C. § 78u-4(f)(7)(B), as provided therein; (f) contain the finding contemplated by ¶ 13.2 regarding compliance with Rule 11 of the Federal Rules of Civil Procedure; and (g) provide for the Court's retention of jurisdiction as set forth in ¶ 13.17.

6.2 Alternate Judgment. In the event the Court enters an Alternate Judgment and neither Lead Plaintiffs nor Defendants elect to terminate the Settlement pursuant to ¶ 9.1, references in this Stipulation to the Judgment shall be deemed to refer to the Alternate Judgment.

7. Attorneys' Fees and Litigation Expenses

7.1 Fee and Expense Application. Lead Counsel may submit an application or applications (the "Fee and Expense Application") to the Court for distributions to it from the Settlement Fund for: (a) an award of attorneys' fees; (b) payment or reimbursement of Litigation Expenses incurred in connection with instituting, prosecuting, and settling the Action, which may include an application for an award to each Lead Plaintiff of his reasonable costs and expenses (including lost wages) directly relating to his representation of the Settlement Class, pursuant to 15 U.S.C. § 78u-4(a)(4); and (c) any interest on such attorneys' fees and Litigation Expenses at the same rate and for the same periods as earned by the Settlement Fund (until paid). Any and all such fees, expenses, awards, and interest awarded by the Court (the "Fee and Expense Award") shall be paid solely out of the Settlement Fund. Lead Counsel's Fee and Expense Application is not the subject of any agreement between the Parties other than as set forth in this Stipulation.

7.2 Separate Motions; No Conditioning of Settlement Approval. Any motion for the Fee and Expense Award shall be made separately from the motion for final approval of the Settlement, and the two motions shall not be contingent upon one another. In the event of any delay in the resolution of the motion for the Fee and Expense Award, Lead Plaintiffs shall request that the Court rule on the motion for final approval of the Settlement while the fee and expense motion remains pending.

7.3 Payment of the Fee and Expense Award. Any attorneys' fees and Litigation Expenses awarded by the Court (exclusive of any award to Lead Plaintiffs pursuant to 15 U.S.C. § 78u-4(a)(4)) shall be paid from the Settlement Fund to Lead Counsel immediately after the Court enters the order making such award, notwithstanding any timely filed objections to the Settlement or to the requested attorneys' fees or expenses, any appeal therefrom, or any collateral attack on the Settlement or the award, subject to Lead Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund, in full, plus interest earned thereon at the same rate as earned by the Settlement Fund, if the Settlement is terminated pursuant to the terms of this Stipulation or fails to become effective, or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the Fee and Expense Award is reduced or reversed and such order reducing or reversing the award has become final and non-appealable. Lead Counsel shall make the appropriate refund or repayment no later than thirty (30) calendar days after: (a) Lead Counsel's receipt from the Court of notice of any final, non-appealable order reversing or reducing the Fee and Expense Award; or (b) Lead Counsel's receipt of notice of the termination of the Settlement. Each Plaintiffs' Counsel firm that receives any portion of the Fee and Expense Award shall be severally liable for the repayment of the amounts it received, and, as a condition of receiving such fees and expenses, Lead Counsel and each such firm agree that they and each of

them are subject to the jurisdiction of the Court for the purpose of enforcing this paragraph. Any award to Lead Plaintiffs pursuant to 15 U.S.C. § 78u-4(a)(4) shall be paid from the Settlement Fund upon the later of the Effective Date or entry of the order granting such award.

7.4 Fees Not a Condition of the Settlement. The procedure for, and the allowance or disallowance by the Court of, the Fee and Expense Application and any application for an award to Lead Plaintiffs are not part of the Settlement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to the Fee and Expense Application or any award to Lead Plaintiffs, or any appeal from any such order, shall not operate to terminate or cancel this Stipulation or the Settlement, and shall not affect or delay the Effective Date or the finality of the Judgment or any Alternate Judgment. Neither an award of attorneys' fees or Litigation Expenses nor an award to Lead Plaintiffs is a necessary term of this Stipulation or a condition of the Settlement, and neither Lead Plaintiffs nor Lead Counsel may cancel or terminate the Settlement based on any ruling by this Court or any appellate court with respect to attorneys' fees, Litigation Expenses, or any award to Lead Plaintiffs.

7.5 No Defendant Responsibility. The Defendants' Releasees shall have no responsibility for, and no liability whatsoever with respect to, the Fee and Expense Application, any Fee and Expense Award, any award to Lead Plaintiffs, the allocation of any Fee and Expense Award among Plaintiffs' Counsel or any other Person who may assert a claim thereto, or the payment of any Notice and Administration Costs. Any attorneys' fees, Litigation Expenses, awards, and Notice and Administration Costs shall be payable solely from the Settlement Fund, except that Defendants shall bear the costs of CAFA notice as provided in ¶ 4.14 and the provision of shareholder records as provided in ¶ 4.2.

7.6 Allocation Among Counsel. Lead Counsel shall allocate any Fee and Expense Award among Plaintiffs' Counsel in a manner that Lead Counsel, in good faith, believes reflects the contributions of such counsel to the institution, prosecution, and resolution of the Action.

8. Conditions of Settlement

8.1 Conditions. The Effective Date of the Settlement shall be conditioned on the occurrence (or waiver, in accordance with the final sentence of this paragraph) of all of the following events:

(a) the execution of this Stipulation, and such other documents as may be required to obtain final Court approval of the Settlement, by or on behalf of the Parties;

(b) the Court has entered the Preliminary Approval Order, substantially in the form of Exhibit A, as provided in ¶ 3.2;

(c) the Settlement Amount has been deposited into the Escrow Account in accordance with ¶ 2.1;

(d) neither Lead Plaintiffs nor Defendants have exercised any right to terminate the Settlement pursuant to the terms of this Stipulation;

(e) the Court has approved the Settlement following notice to the Settlement Class and the Settlement Hearing, and has entered the Judgment, substantially in the form of Exhibit B, or an Alternate Judgment as to which neither Lead Plaintiffs nor Defendants have elected to terminate the Settlement; and

(f) the Judgment or Alternate Judgment has become Final.

A condition set forth in this ¶ 8.1 may be waived only by a writing signed by or on behalf of both Lead Plaintiffs and Defendants; provided, however, that the conditions in subparagraphs (b), (c), (e), and (f) may not be waived.

8.2 Failure of Conditions. If all of the conditions specified in ¶ 8.1 are not met or waived in accordance therewith, then this Stipulation shall be canceled and terminated, subject to and in accordance with ¶ 9.5, unless Lead Counsel and Defendants' Counsel mutually agree in writing to proceed with this Stipulation.

9. Rights of Termination and Effects Thereof

9.1 Termination Rights. Lead Plaintiffs (through Lead Counsel) and Defendants (through Defendants' Counsel) shall each have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so (a "Termination Notice") to counsel for the other Parties within thirty (30) calendar days after the date on which any of the following occurs: (a) the Court declines to enter the Preliminary Approval Order in any material respect, including by declining to certify the Settlement Class for settlement purposes; (b) the Court refuses to approve this Stipulation or the Settlement, or any material part thereof; (c) the Court declines to enter the Judgment in any material respect; (d) the Judgment is modified or reversed in any material respect on appeal or by any higher court; or (e) an Alternate Judgment is entered and is modified or reversed in any material respect on appeal or by any higher court. In addition, Lead Plaintiffs may terminate the Settlement as provided in ¶ 2.10, and Marex may terminate the Settlement as provided in ¶ 9.3. For the avoidance of doubt, and as provided in ¶¶ 4.5, 7.4, and 9.6, no order of the Court, and no modification or reversal on appeal of any order of the Court, concerning the Plan of Allocation, any Fee and Expense Award, or any award to Lead Plaintiffs shall constitute grounds for termination of this Stipulation or the Settlement.

9.2 Good-Faith Modification Before Termination. If the Court declines to grant preliminary or final approval of the Settlement, or declines to enter the Preliminary Approval Order or the Judgment in any material respect, that occurrence shall not be an immediate basis for

termination; rather, the Parties shall first work together in good faith to make such modifications to the Settlement documents (not including the Settlement Amount) as may be necessary to address and resolve any concerns raised by the Court. If, after such good-faith efforts, the Parties are unable to resolve the Court's concerns, either Lead Plaintiffs or Defendants may exercise their termination rights under ¶ 9.1.

9.3 Supplemental Agreement. Marex shall have the sole and exclusive option, but not the obligation, to terminate the Settlement in the event that Persons who or which would otherwise be members of the Settlement Class timely and validly request exclusion from the Settlement Class, in accordance with the provisions of the Preliminary Approval Order and the Notice, and such Persons in the aggregate purchased or otherwise acquired Marex Ordinary Shares during the Settlement Class Period in an amount that equals or exceeds the threshold set forth in a separate, confidential supplemental agreement executed between Lead Counsel and Defendants' Counsel (the "Supplemental Agreement"), which is incorporated by reference into this Stipulation, and in accordance with the procedures set forth therein. The Supplemental Agreement is confidential and shall not be filed with the Court unless the Court so orders or a dispute arises among the Parties concerning its interpretation or application, and, in either event, it shall be filed in camera or under seal to the fullest extent permitted by the Court's practices, so as to maintain the confidentiality of the exclusion threshold. The Parties shall, in connection with the motion for preliminary approval, file a statement identifying the existence of the Supplemental Agreement pursuant to Rule 23(e) (3) of the Federal Rules of Civil Procedure, and the Notice shall likewise disclose its existence. The Claims Administrator shall provide copies of all requests for exclusion received (together with any written revocations thereof) to Lead Counsel and Defendants' Counsel promptly upon receipt, and in no event later than twenty-one (21) calendar days before the Settlement Hearing.

9.4 Refund upon Termination or Non-Approval. If (i) the Settlement is not approved through a final, non-appealable order, (ii) the Court does not grant final approval of the Settlement through a final, non-appealable order, or (iii) the Settlement is otherwise terminated, canceled, or fails to become final or effective for any reason (including, without limitation, in the event the Judgment or any Alternate Judgment is reversed or vacated following any appeal or successful collateral attack), then the Settlement Fund, including all interest and income earned thereon, less any Taxes paid or due with respect to the Settlement Fund, and less any Notice and Administration Costs actually incurred, paid, or payable, shall be returned, at the written direction of Defendants' Counsel, to the Person(s) who or which funded the Settlement Amount, within fifteen (15) calendar days of the date on which the termination of the Settlement becomes final and all appellate rights with respect thereto have expired or been exhausted. If this Stipulation is terminated, the Escrow Agent, at the request of Defendants' Counsel, shall also apply for any tax refund owed to the Settlement Fund and pay the proceeds of any such refund, after deduction of any fees and expenses incurred in connection with such application(s), to the Person(s) who or which funded the Settlement Amount.

9.5 Effect of Termination. Except as otherwise provided herein, in the event the Settlement is terminated or fails to become effective in accordance with its terms, the Parties shall be deemed to have reverted to their respective statuses and litigation positions in the Action as of the date of execution of the Term Sheet, and they shall proceed in all respects as if this Stipulation had not been executed and the related orders had not been entered, without prejudice to, and without forfeiting or waiving, any factual or legal claim, defense, or contention of any Party, and any judgment or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*. In such event: (a) the certification of the Settlement Class

provided for in ¶ 3.1 shall be null and void and shall not be used or cited in this Action or any other proceeding for any purpose; and (b) the terms and provisions of this Stipulation, with the exception of ¶¶ 1 (to the extent necessary to construe the surviving provisions), 2.9, 7.3 (refund obligations), 9.4, 9.5, 10.1, 11.1, 12.1, 13.5, 13.13, 13.16, 13.17, 13.19, 13.20, and 13.22, and any other paragraph that by its terms survives termination, shall have no further force or effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose.

9.6 Fee and Allocation Rulings Not Grounds for Termination. For the avoidance of doubt, no order of the Court, and no modification or reversal on appeal of any order of the Court, concerning the Plan of Allocation, any Fee and Expense Award, any award to Lead Plaintiffs, or the procedures for determining Authorized Claimants' recognized claims shall constitute a condition to the Effective Date or grounds for cancellation or termination of this Stipulation or the Settlement, or shall affect or delay the finality of the Judgment or any Alternate Judgment.

10. No Admission of Wrongdoing

10.1 No Admissions. Neither this Stipulation (whether or not consummated), including its Exhibits and the Plan of Allocation (or any other plan of allocation that may be approved by the Court), nor the Term Sheet, nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Stipulation or the Settlement, nor any of the negotiations, discussions, proceedings, or agreements leading to the execution of the Term Sheet or this Stipulation or in connection with the approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered against any of the Defendants' Releasees as evidence of, or construed as, or deemed to be evidence of, any presumption, concession, or admission by any of the Defendants' Releasees with respect to: (i) the truth of any fact alleged by Lead

Plaintiffs or any other Settlement Class Member; (ii) the validity of any claim that was or could have been asserted in the Action or in any other litigation; (iii) the deficiency of any defense that was or could have been asserted in the Action or in any other litigation; (iv) any liability, negligence, fault, or other wrongdoing of any kind by any of the Defendants' Releasees; or (v) any damages suffered by Lead Plaintiffs, any other Settlement Class Member, or the Settlement Class; nor shall any of the foregoing be referred to for any other reason as against any of the Defendants' Releasees, in any civil, criminal, or administrative action or proceeding (including any arbitration), other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(b) shall be offered against any of the Plaintiffs' Releasees as evidence of, or construed as, or deemed to be evidence of, any presumption, concession, or admission by any of the Plaintiffs' Releasees: (i) that any of their claims are without merit, that any of the Defendants' Releasees had meritorious defenses, or that damages recoverable under the First Amended Complaint would not have exceeded the Settlement Amount; or (ii) with respect to any liability, negligence, fault, or wrongdoing of any kind; nor shall any of the foregoing be referred to for any other reason as against any of the Plaintiffs' Releasees, in any civil, criminal, or administrative action or proceeding (including any arbitration), other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; or

(c) shall be construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial; *provided, however*, that if this Stipulation is approved by the Court, the Parties and the Releasees and their respective counsel may refer

to it to effectuate the protections from liability granted hereunder or otherwise to enforce the terms of the Settlement.

10.2 Permitted Uses. The Releasees and their respective counsel may file this Stipulation and/or the Judgment or any Alternate Judgment in any action or proceeding that may be brought against them, or any of them, in order to support a defense, claim, 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 other 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, or in connection with any proceeding to enforce the terms of this Stipulation, the Judgment, or any Alternate Judgment.

11. Confidentiality

11.1 Confidentiality of Settlement Negotiations. The Parties and their counsel agree that the communications and negotiations related to the Settlement shall remain confidential and shall not be disclosed except: to the Parties and their attorneys; to Marex's Board of Directors, accountants, auditors, insurers and reinsurers, financial advisors, and any other agents or advisors necessary to effectuate the Settlement; as required by subpoena, regulatory requirement (including any applicable public reporting or disclosure obligation), or court order; as necessary in connection with seeking Court approval of the Settlement; or as otherwise required by applicable law. Nothing in this paragraph shall restrict any communication that is required by applicable law or that is made in connection with seeking Court approval of the Settlement, and nothing in this paragraph applies to or binds any absent Settlement Class Member.

12. Settlement Dispute Resolution

12.1 **Dispute Resolution.** Except for (a) disputes concerning the administration or processing of Claims, which are governed by ¶¶ 4.6 and 4.13, and (b) matters that under this Stipulation require action, approval, or determination by the Court (including approval of the Settlement under Rule 23(e) and the rights of Settlement Class Members), any dispute among the Parties arising out of or relating to the finalization of the settlement documentation, this Stipulation, or the Settlement (a "Settlement Dispute") shall be resolved exclusively as follows: (i) the Party raising the Settlement Dispute shall provide written notice of the dispute to counsel for the other Parties; (ii) the Parties shall endeavor in good faith to agree upon a neutral arbiter within fourteen (14) calendar days of such notice and, failing agreement, the neutral arbiter shall be appointed, upon application of any Party, by JAMS in New York, New York from its panel of

neutrals experienced in the settlement of securities class actions; (iii) the Parties shall first submit the Settlement Dispute to expedited mediation before the neutral arbiter, to be conducted by telephone or videoconference within twenty-one (21) calendar days after the neutral arbiter is agreed upon or appointed; and (iv) if the mediation is unsuccessful, the Settlement Dispute shall be submitted to the same neutral arbiter for final, binding, non-appealable resolution, on written submissions and, if the neutral arbiter so directs, a telephonic or videoconference hearing, with a resolution to be rendered no later than thirty (30) calendar days after submission. The seat of any such proceeding shall be New York, New York, and the neutral arbiter shall apply the law governing this Stipulation as provided in ¶ 13.17. The fees and expenses of the neutral arbiter shall be borne equally by the Parties to the Settlement Dispute, and each Party shall otherwise bear its own costs and attorneys' fees in connection with the dispute. The neutral arbiter's resolution may be enforced, and judgment upon it may be entered, by the Court. All proceedings under this paragraph shall be treated as confidential settlement communications within the scope of ¶ 11.1 and Rule 408 of the Federal Rules of Evidence. For the avoidance of doubt, the neutral arbiter shall have no authority to modify the Settlement Amount, the definition of the Settlement Class, the Releases, the notice program, the rights of Settlement Class Members (including the rights to object to the Settlement or request exclusion from the Settlement Class), or any other term of the Settlement that is subject to the approval of the Court.

13. Miscellaneous Provisions

13.1 **Best Efforts.** The Parties: (a) acknowledge that it is their intent to consummate the Settlement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Stipulation, and to exercise their reasonable best efforts

to accomplish the terms and conditions of this Stipulation expeditiously, including in seeking entry of the Preliminary Approval Order and final approval of the Settlement.

13.2 Final Resolution; Rule 11. The Parties intend the Settlement to be a final and complete resolution of all disputes between them with respect to the Action and the Released Claims. Except in the event of the termination of the Settlement, the Parties agree not to assert in any forum that the Action was brought by Lead Plaintiffs or defended by Defendants in bad faith or without a reasonable basis, and no Party shall assert any claim of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the institution, prosecution, defense, or settlement of the Action. The Parties agree that the Judgment shall contain a finding that, during the course of the Action, the Parties and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure.

13.3 Arm's-Length Negotiations. The Parties agree that the Settlement Amount and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties through their respective counsel, without the involvement of a mediator, and reflect a Settlement that was reached voluntarily, without collusion, and after extended negotiations and consultation with experienced legal counsel who were fully competent to assess the strengths and weaknesses of their respective clients' claims and defenses.

13.4 Statements to the Media. Subject to ¶¶ 11.1 and 11.2, while retaining their right to deny that the claims asserted in the Action were meritorious, Defendants and their counsel, in any statement made to any media representative (whether or not for attribution), will not assert that the Action was commenced or prosecuted in bad faith, nor will they deny that the Action was commenced and prosecuted in good faith and is being settled voluntarily after consultation with competent legal counsel. Likewise, while retaining their right to assert that the claims in the Action

were meritorious, Lead Plaintiffs and their counsel, in any statement made to any media representative (whether or not for attribution), will not assert that Defendants defended the Action in bad faith, nor will they deny that Defendants defended the Action in good faith and that the Action is being settled voluntarily after consultation with competent legal counsel.

13.5 Confidentiality Agreements Survive. All agreements made, and all orders entered, during the course of the Action relating to the confidentiality of documents or information shall survive this Stipulation and the Settlement, whether or not the Settlement is consummated or the Effective Date occurs, pursuant to their terms.

13.6 Exhibits Incorporated. All of the Exhibits attached hereto are material and integral parts of this Stipulation and are fully incorporated herein by this reference. Notwithstanding the foregoing, in the event of a conflict or inconsistency between the terms of this Stipulation and the terms of any Exhibit attached hereto, the terms of this Stipulation shall prevail.

13.7 Amendments and Waivers. This Stipulation may be amended or modified, and any of its provisions waived, only by a written instrument signed by or on behalf of Lead Plaintiffs and Defendants (or their respective successors-in-interest), or by order of the Court. No waiver of any term or provision of this Stipulation, or of any breach or default hereunder, shall be valid or effective unless in such a writing, and no such waiver shall be construed as a waiver of the same or any other term or provision, or of any previous or subsequent breach or default.

13.8 No Construction Against Drafter. 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 this Stipulation is the result of arm's-length negotiations between the Parties, and that all Parties have contributed substantially and materially to its preparation.

13.9 Entire Agreement. This Stipulation, its Exhibits, the Supplemental Agreement, and the Escrow Agreement constitute the entire agreement among the Parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, negotiations, representations, and communications, whether written or oral, among the Parties with respect to the subject matter hereof, including the Term Sheet.

13.10 Disclaimer of Reliance. The Parties expressly acknowledge and agree that there are no representations, agreements, arrangements, or understandings, oral or written, concerning the subject matter of this Stipulation between or among the Parties that are not fully expressed in, or incorporated by reference into, this Stipulation. Each Party acknowledges and agrees that it has not relied on, or been induced by, any representation, warranty, statement, estimate, communication, or information of any nature whatsoever, written or oral, of or by any other Party (or any agent or representative of any other Party), except as expressly set forth in this Stipulation.

13.11 Authority of Lead Counsel. Lead Counsel, on behalf of the Settlement Class, is expressly authorized by Lead Plaintiffs to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this Stipulation to effectuate its terms, and is expressly authorized to enter into any modifications or amendments to this Stipulation on behalf of the Settlement Class that Lead Counsel deems appropriate.

13.12 Signatory Authority. Each counsel or other Person executing this Stipulation, any of its Exhibits, or any related Settlement document on behalf of any Party hereby warrants and represents that such Person has the full authority to do so, and has the authority to take appropriate action required or permitted to be taken pursuant to this Stipulation to effectuate its terms.

13.13 Notices. All notices, requests, demands, and other communications under this Stipulation shall be in writing and shall be deemed duly given upon receipt of hand delivery or

email transmission, with confirmation of receipt, addressed as follows: if to Lead Plaintiffs or Lead Counsel: Brian J. Schall and William M. Brody, Schall Brown & Schwartz LLP, 2049 Century Park East, Suite 2460, Los Angeles, CA 90067, Telephone: (310) 301-3335, brian@schallfirm.com, wbrody@schallfirm.com; if to Defendants or Defendants' Counsel: Jeff G. Hammel and Jason C. Hegt, Latham & Watkins LLP, 1271 Avenue of the Americas, New York, NY 10020, Telephone: (212) 906-1200, jeff.hammel@lw.com, jason.hegt@lw.com.

13.14 Counterparts. This Stipulation may be executed in one or more counterparts, including by signature transmitted by facsimile or by .pdf or other electronic image transmitted via email, or by electronic signature. Signatures so transmitted shall be deemed and given the same effect as original signatures. All executed counterparts, and each of them, shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

13.15 Successors and Assigns. This Stipulation shall be binding upon, and inure to the benefit of, the heirs, successors, and assigns of the Parties and the Releasees, including any corporation, partnership, or other entity into or with which any Party may merge, consolidate, or reorganize.

13.16 Time Computation. Unless otherwise expressly provided, all time periods set forth in this Stipulation shall be computed in calendar days. In computing any period of time prescribed or allowed by this Stipulation or by order of the Court, the day of the act or event from which the designated period begins to run shall not be included, and the last day of the period shall be included, unless it is a Saturday, a Sunday, or a legal holiday (as defined in Rule 6(a) of the Federal Rules of Civil Procedure), in which event the period shall run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

13.17 Governing Law; Jurisdiction. This Stipulation, the Supplemental Agreement, and the Exhibits hereto shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of New York, and shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict-of-laws principles, except to the extent that federal law governs. The Court shall retain exclusive jurisdiction with respect to the implementation, administration, interpretation, consummation, and enforcement of the terms of this Stipulation and the Settlement, including any Fee and Expense Award and the distribution of the Net Settlement Fund, and the Parties and all Settlement Class Members submit to the jurisdiction of the Court for such purposes (subject, as between the Parties, to ¶ 12.1). Subject to ¶ 12.1, any action arising under or to enforce this Stipulation shall be commenced and maintained only in the Court.

13.18 Stay of Proceedings. Pending approval by the Court of the Settlement, all proceedings and motions in the Action, other than those necessary to obtain approval of, carry out, or enforce the terms and conditions of this Stipulation, shall be stayed, and all members of the Settlement Class shall be barred and enjoined from commencing or prosecuting any of the Released Plaintiffs' Claims against any of the Defendants' Releasees.

13.19 No Waiver of Privilege. Nothing in this Stipulation, the Settlement, 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, the joint-defense or common-interest privilege, or the work-product protection.

13.20 Extensions of Time. Unless otherwise ordered by the Court, the Parties may agree in writing to reasonable extensions of time to carry out any of the provisions of this Stipulation without further order of the Court.

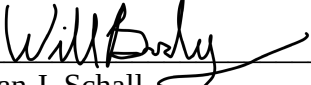
13.21 **Headings.** The headings used in this Stipulation are for convenience of reference only, are not part of this Stipulation, and shall not be given any legal effect.

13.22 **Preference or Voidable-Transfer Recovery.** In the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the Settlement Fund, or any portion thereof, to be a preference, voidable transfer, fraudulent transfer, or similar transaction, and any portion thereof is required to be returned and is not promptly re-deposited into the Settlement Fund by others, then, at the election of Lead Plaintiffs, Lead Plaintiffs and Defendants shall jointly move the Court to vacate and set aside the Releases given and the Judgment (or Alternate Judgment) entered, in which event the Releases and the Judgment (or Alternate Judgment) shall be null and void, the Parties shall be restored to their respective positions in the Action as provided in ¶ 9.5, and any amounts remaining in the Settlement Fund (less any Taxes paid or due and less any Notice and Administration Costs actually incurred, paid, or payable) shall be returned as provided in ¶ 9.4.

13.23 **No Tax Advice.** No opinion or advice concerning the tax consequences of the proposed Settlement to any individual Settlement Class Member is being given or will be given by the Parties or their counsel, nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Settlement Class Member is solely responsible for determining the amount of, and for paying, any taxes (including any interest and penalties) owed on any amount received pursuant to the Settlement, and the Releasees shall have no liability or responsibility therefor.

IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed by their duly authorized attorneys, dated as of the date first written above.

Dated: August 20, 2026



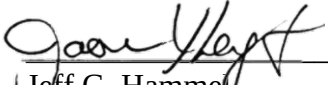
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Dated: August 20, 2026



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Theo Lowitt, and Crispin Robert John Irvin*

INDEX OF EXHIBITS

Exhibit A — [Proposed] Order Preliminarily Approving Settlement and Providing for Notice

Exhibit A-1 — Notice of (I) Pendency of Class Action, Certification of Settlement Class, and Proposed Settlement; (II) Settlement Hearing; and (III) Motion for an Award of Attorneys' Fees and Litigation Expenses

Exhibit A-2 — Proof of Claim and Release Form

Exhibit A-3 — Summary Notice (for publication)

Exhibit A-4 — Postcard Notice

Exhibit B — [Proposed] Judgment Approving Class Action Settlement

EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

RAVISHANKER NARAYANAN, Individually
and on Behalf of All Others Similarly Situated,

Plaintiff,

v.

MAREX GROUP PLC, IAN LOWITT, and
ROBERT IRVIN,

Defendants.

Case No. 1:25-cv-08393-RA-SDA

[rel. 1:25-cv-08368-RA-SDA]

CLASS ACTION

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
SETTLEMENT AND PROVIDING
FOR NOTICE**

WHEREAS, a putative class action is pending in this Court entitled *Narayanan v. Marex Group plc, et al.*, No. 1:25-cv-08393-RA-SDA (S.D.N.Y.) (the “Action”);

WHEREAS, (a) Lead Plaintiffs Ali Shabsavanpour and Jaimin Patel (“Lead Plaintiffs”), on behalf of themselves and the Settlement Class (defined below), and (b) Defendants Marex Group plc (“Marex”), Ian Theo Lowitt, and Crispin Robert John Irvin (“Defendants”) have determined to settle all claims asserted against Defendants in the Action with prejudice on the terms and conditions set forth in the Stipulation and Agreement of Settlement dated August 20, 2026 (the “Stipulation”), subject to approval of this Court (the “Settlement”);

WHEREAS, Lead Plaintiffs have made an application, pursuant to Rule 23 of the Federal Rules of Civil Procedure, for an order preliminarily approving the Settlement in accordance with the Stipulation, certifying the Settlement Class for purposes of the Settlement only, and permitting notice to Settlement Class Members, as more fully described herein;

WHEREAS, the Court has read and considered: (a) Lead Plaintiffs’ unopposed motion for preliminary approval of the Settlement, and the papers filed and arguments made in connection therewith; and (b) the Stipulation and the exhibits attached thereto; and

WHEREAS, unless otherwise defined herein, all capitalized terms used herein shall have the same meanings as set forth in the Stipulation;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Class Certification for Settlement Purposes.** Pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, the Court certifies, solely for purposes of effectuating the proposed Settlement, a Settlement Class consisting of all persons and entities that purchased or otherwise acquired Marex Ordinary Shares on the Nasdaq Global Select Market or in another domestic transaction between November 7, 2024 and August 5, 2025, inclusive (the “Settlement Class Period”), and were allegedly damaged thereby. Excluded from the Settlement Class are: (i) Defendants; (ii) the present and former officers and directors of Marex during the Settlement Class Period; (iii) the Immediate Family members of any of the foregoing natural persons; (iv) any entity in which any Defendant has or had a controlling interest; (v) the legal representatives, heirs, successors, and assigns of any of the foregoing; and (vi) those persons and entities who or which timely and validly request exclusion from the Settlement Class in accordance with the provisions below, where such request is accepted by the Court.

2. **Class Findings.** Solely for purposes of the proposed Settlement of this Action, the Court finds that each element required for certification of the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure has been met: (a) the members of the Settlement Class are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Settlement Class which predominate over any individual questions; (c) the claims of Lead Plaintiffs in the Action are typical of the claims of the Settlement Class; (d) Lead Plaintiffs and Lead Counsel have fairly and adequately represented

and protected, and will continue to fairly and adequately represent and protect, the interests of the Settlement Class; and (e) a class action on behalf of the Settlement Class is superior to other available methods for the fair and efficient adjudication of the Action.

3. The Court finds and concludes that, pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for purposes of the Settlement only, Lead Plaintiffs Ali Shahsavanpour and Jaimin Patel are adequate class representatives and certifies them as Class Representatives for the Settlement Class. The Court also appoints Schall Brown & Schwartz LLP (“SBS,” formerly known as The Schall Law Firm) as Class Counsel for the Settlement Class, pursuant to Rule 23(g) of the Federal Rules of Civil Procedure.

4. **Preliminary Approval of the Settlement.** The Court hereby preliminarily approves the Settlement, as embodied in the Stipulation, as being fair, reasonable, and adequate to the Settlement Class, subject to further consideration at the Settlement Hearing to be conducted as described below. Pursuant to Rule 23(e)(1) of the Federal Rules of Civil Procedure, the Parties have shown that the Court will likely be able to approve the proposed Settlement under Rule 23(e)(2). For purposes of preliminary approval, the Court finds: (a) Lead Plaintiffs and Lead Counsel have adequately represented the Settlement Class; (b) the Settlement is the result of extended, arm’s-length negotiations conducted directly between experienced counsel for the Parties; (c) the relief provided to the Settlement Class is adequate, taking into account (i) the substantial costs, risks, and delay of continued litigation, trial, and appeal, including the risks of establishing liability, loss causation, and damages, (ii) the proposed method of processing Settlement Class Members’ claims and distributing relief to eligible claimants, which is standard in securities class action settlements and has been found to be effective, (iii) the terms of the proposed award of attorneys’ fees, including timing of payment, which will ultimately be

determined by the Court and is separate from approval of the Settlement, and (iv) the Parties' agreement identified pursuant to Rule 23(e)(3) — the confidential Supplemental Agreement establishing the conditions under which Marex may terminate the Settlement — which is standard in securities class action settlements and does not appear to undermine the fairness, reasonableness, or adequacy of the Settlement, subject to the Court's review as provided in this Order; and (d) the proposed Settlement treats Settlement Class Members equitably relative to one another under the proposed Plan of Allocation.

5. **Settlement Hearing.** The Court will hold a settlement hearing (the "Settlement Hearing") on _____, 2026 at __:__ .m. in Courtroom ____ of the United States Courthouse, 40 Foley Square, New York, New York 10007 for the following purposes: (a) to determine whether the proposed Settlement, on the terms and conditions provided for in the Stipulation, is fair, reasonable, and adequate to the Settlement Class and should be finally approved by the Court; (b) to determine whether the Judgment, substantially in the form attached as Exhibit B to the Stipulation, should be entered dismissing the Action with prejudice as against Defendants; (c) to determine whether the proposed Plan of Allocation for the net proceeds of the Settlement is fair and reasonable and should be approved; (d) to consider Lead Counsel's motion for an award of attorneys' fees and payment of Litigation Expenses, including any awards to Lead Plaintiffs pursuant to 15 U.S.C. § 78u-4(a)(4); and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. Notice of the Settlement and the Settlement Hearing shall be given to Settlement Class Members as set forth in paragraph 7 of this Order.

6. The Court may adjourn the Settlement Hearing, or conduct it remotely, without further notice to the Settlement Class other than a posting on the Settlement website or the

Court's docket, and may approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Settlement Class.

7. **Retention of Claims Administrator and Manner of Giving Notice.** Lead Counsel is hereby authorized to retain Strategic Claims Services (the "Claims Administrator") to supervise and administer the notice procedure in connection with the proposed Settlement as well as the processing of Claims as more fully set forth below. Notice of the Settlement and the Settlement Hearing shall be given by Lead Counsel as follows:

(a) not later than twenty (20) business days after the date of entry of this Order (the "Notice Date"), the Claims Administrator shall cause a copy of the Postcard Notice, substantially in the form attached to the Stipulation as Exhibit A-4, to be mailed by first-class mail and/or emailed to potential Settlement Class Members who or which may be identified through reasonable effort, including through the records and cooperation provided pursuant to ¶ 4.2 of the Stipulation, with mailing addresses updated through the U.S. Postal Service National Change of Address database before mailing; the Claims Administrator shall promptly re-mail any notice returned with a forwarding address, shall use reasonable efforts (including standard address-tracing techniques) to obtain updated addresses for notices returned as undeliverable, and shall maintain a log of returned mail for inclusion in its declaration;

(b) contemporaneously with the mailing of the Postcard Notice, the Claims Administrator shall cause copies of the Notice, the Claim Form, and the Stipulation to be posted on a website to be developed for the Settlement, www.strategicclaims.net/Marex/, from which copies of the Notice and Claim Form can be downloaded or requested;

(c) not later than ten (10) business days after the Notice Date, the Claims Administrator shall cause the Summary Notice, substantially in the form attached to the Stipulation as Exhibit A-3, to be transmitted once over *GlobeNewswire*; and

(d) not later than seven (7) calendar days prior to the Settlement Hearing, Lead Counsel shall serve on Defendants' Counsel and file with the Court proof, by affidavit or declaration, of such mailing, posting, and publication.

8. **Approval of Form and Content of Notice.** The Court (a) approves, as to form and content, the Notice, the Claim Form, the Summary Notice, and the Postcard Notice, attached to the Stipulation as Exhibits A-1, A-2, A-3, and A-4, respectively, and (b) finds that the mailing and/or emailing of the Postcard Notice directing Settlement Class Members to the Settlement website to access the Notice and Claim Form, the posting on the Settlement website of the Notice, Claim Form, Stipulation, operative complaint, this Order, the Summary Notice, the Postcard Notice, Table B referenced in the Plan of Allocation, the papers filed in support of preliminary and final approval of the Settlement and any application for attorneys' fees and Litigation Expenses (when filed), and the Judgment (when entered), and the publication of the Summary Notice, in the manner and form set forth in paragraph 7 of this Order: (i) is the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, of the effect of the proposed Settlement (including the Releases to be provided thereunder), of Lead Counsel's motion for an award of attorneys' fees and payment of Litigation Expenses, of their right to object to the Settlement, the Plan of Allocation, and/or the fee and expense motion, of their right to exclude themselves from the Settlement Class, and of their right to appear at the Settlement Hearing; (iii) constitutes due, adequate, and sufficient notice to all persons and

entities entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended, and all other applicable law and rules. The date and time of the Settlement Hearing shall be included in the Postcard Notice, Notice, and Summary Notice before they are mailed, posted, and published, respectively.

9. **Nominee Procedures.** Banks, brokers, and other nominees who or which purchased or otherwise acquired Marex Ordinary Shares on the Nasdaq Global Select Market or in another domestic transaction during the Settlement Class Period for the benefit of another person or entity shall, within seven (7) calendar days of receipt of the Postcard Notice or the Claims Administrator's notification of the Settlement, either: (a) 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 forward them to all such beneficial owners; (b) request from the Claims Administrator the link to the electronic Notice and Claim Form on the Settlement website to forward to all such beneficial owners, and within seven (7) calendar days of receipt of the link, forward it to all such beneficial owners; or (c) provide a list of the names, mailing addresses, and email addresses (to the extent available) of all such beneficial owners to the Claims Administrator, in which event the Claims Administrator shall promptly mail the Postcard Notice or email the link to the electronic Notice and Claim Form to such beneficial owners. Nominees that elect the first or second options shall send a statement to the Claims Administrator confirming that the mailing or emailing was made as directed. Postcard Notices may be printed only by the Claims Administrator.

10. Upon full and timely compliance with this Order, nominees may seek reimbursement of their reasonable expenses actually incurred in complying with this Order, in an amount not to exceed \$0.02 plus postage at the current pre-sort rate used by the Claims Administrator per Postcard Notice mailed; \$0.02 per link to the electronic Notice and Claim Form sent by email; or \$0.02 per name, mailing address, and email address (to the extent available) provided to the Claims Administrator, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Such properly documented expenses shall be paid from the Settlement Fund, with any disputes as to the reasonableness or documentation of such expenses subject to review by the Court.

11. **Participation in the Settlement.** Settlement Class Members who wish to participate in the Settlement and to be potentially eligible to receive a distribution from the Net Settlement Fund must complete and submit a Claim Form in accordance with the instructions contained therein. Unless the Court orders otherwise, all Claim Forms must be postmarked or submitted online at the Settlement website no later than one hundred (100) calendar days after the Notice Date. Notwithstanding the foregoing, Lead Counsel may, in its discretion, accept for processing late-submitted Claims provided such acceptance does not materially delay the distribution of the Net Settlement Fund to the Settlement Class. By submitting a Claim, a person or entity shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim and the subject matter of the Settlement.

12. Each Claim Form submitted must satisfy the following conditions: (a) it must be properly completed, signed, and submitted in a timely manner in accordance with the provisions of the preceding paragraph; (b) it must be accompanied by adequate supporting documentation for the transactions and holdings reported therein, in the form of broker confirmation slips,

broker account statements, an authorized statement from the broker containing the transactional and holding information found in a broker confirmation slip or account statement, or such other documentation as is deemed adequate by Lead Counsel or the Claims Administrator; (c) if the person executing the Claim Form is acting in a representative capacity, a certification of his, her, or its current authority to act on behalf of the Settlement Class Member must be included in the Claim Form to the satisfaction of Lead Counsel or the Claims Administrator; and (d) 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.

13. Any Settlement Class Member that does not timely and validly submit a Claim Form, or whose Claim is not otherwise approved by the Court: (a) shall be deemed to have waived his, her, or its right to share in the Net Settlement Fund; (b) shall be forever barred from participating in any distributions therefrom; (c) shall be bound by the provisions of the Stipulation and the Settlement and all proceedings, determinations, orders, and judgments in the Action relating thereto, including, without limitation, the Judgment or Alternate Judgment and the Releases provided for therein, whether favorable or unfavorable to the Settlement Class; and (d) will be barred from commencing, maintaining, or prosecuting any of the Released Plaintiffs' Claims against any of the Defendants' Releasees, as more fully described in the Stipulation and the Notice. Notwithstanding the foregoing, late Claim Forms may be accepted for processing as set forth in paragraph 11 above.

14. **Exclusion from the Settlement Class.** Any member of the Settlement Class who or which wishes to be excluded from the Settlement Class must request exclusion in writing within the time and in the manner set forth in the Notice, which shall provide that: (a) any such request for exclusion must be mailed or delivered such that it is *received* no later than twenty-one

(21) calendar days prior to the Settlement Hearing, to: Marex Securities Litigation — EXCLUSIONS, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson St., Suite 205, Media, PA 19063; and (b) each request for exclusion must: (i) state the name, address, email address, and telephone number of the person or entity requesting exclusion, and, in the case of entities, the name and telephone number of an appropriate contact person; (ii) state that such person or entity “requests exclusion from the Settlement Class in *Narayanan v. Marex Group plc, et al.*, Case No. 1:25-cv-08393-RA-SDA (S.D.N.Y.)”; (iii) state the number of Marex Ordinary Shares that the person or entity requesting exclusion purchased or otherwise acquired and sold during the Settlement Class Period, as well as the dates and prices of each such purchase, acquisition, and sale, and the number of Marex Ordinary Shares held at the beginning and end of the Settlement Class Period; and (iv) be signed by the person or entity requesting exclusion or an authorized representative. A request for exclusion shall not be effective unless it provides all of the required information and is received within the time stated above, or is otherwise accepted by the Court. The Claims Administrator shall provide copies of all requests for exclusion received (and any written revocations thereof) to Lead Counsel and Defendants’ Counsel on a rolling basis within two (2) business days of receipt, and shall provide a complete and final list of all requests for exclusion (and any written revocations thereof) no later than three (3) business days after the deadline for requesting exclusion.

15. Any person or entity who or which timely and validly requests exclusion in compliance with the terms stated in this Order, and whose request is accepted by the Court, shall not be a Settlement Class Member, shall not be bound by the terms of the Settlement or any orders or judgments in the Action, and shall not receive any payment out of the Net Settlement Fund.

16. Any Settlement Class Member who or which does not timely and validly request exclusion from the Settlement Class in the manner stated in this Order: (a) shall be deemed to have waived his, her, or its right to be excluded from the Settlement Class; (b) shall be forever barred from requesting exclusion from the Settlement Class in this or any other proceeding; (c) shall be bound by the provisions of the Stipulation and the Settlement and all proceedings, determinations, orders, and judgments in the Action, including, but not limited to, the Judgment or Alternate Judgment and the Releases provided for therein, whether favorable or unfavorable to the Settlement Class; and (d) will be barred from commencing, maintaining, or prosecuting any of the Released Plaintiffs' Claims against any of the Defendants' Releasees, as more fully described in the Stipulation and the Notice.

17. **Appearance and Objections at Settlement Hearing.** Any Settlement Class Member who or which does not request exclusion from the Settlement Class may enter an appearance in the Action, at his, her, or its own expense, individually or through counsel of his, her, or its own choice, by filing with the Clerk of Court and delivering a notice of appearance to both Lead Counsel and Defendants' Counsel, at the addresses set forth in paragraph 18 below, such that it is *received* no later than twenty-one (21) calendar days prior to the Settlement Hearing, or as the Court may otherwise direct. Any Settlement Class Member who or which does not enter an appearance will be represented by Lead Counsel.

18. Any Settlement Class Member who or which does not request exclusion from the Settlement Class may file a written objection to the proposed Settlement, the proposed Plan of Allocation, and/or Lead Counsel's motion for an award of attorneys' fees and payment of Litigation Expenses, and appear and show cause, if he, she, or it has any cause, why the proposed Settlement, the proposed Plan of Allocation, and/or the fee and expense motion should not be

approved; provided, however, that no Settlement Class Member shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, the proposed Plan of Allocation, and/or the fee and expense motion unless that person or entity has filed a written objection with the Court and served copies of such objection on Lead Counsel and Defendants' Counsel, at the addresses set forth below, such that they are received no later than twenty-one (21) calendar days prior to the Settlement Hearing.

Lead Counsel

SCHALL BROWN & SCHWARTZ LLP
 Brian J. Schall, Esq.
 William M. Brody, Esq.
 2049 Century Park East, Suite 2460
 Los Angeles, CA 90067
 brian@schallfirm.com
 wbrody@schallfirm.com

Defendants' Counsel

LATHAM & WATKINS LLP
 Jeff G. Hammel, Esq.
 Jason C. Hegt, Esq.
 1271 Avenue of the Americas
 New York, NY 10020
 jeff.hammel@lw.com
 jason.hegt@lw.com

19. Any objections, filings, and other submissions by an objecting Settlement Class Member: (a) must state the name, address, and telephone number of the person or entity objecting and must be signed by the objector; (b) must contain a statement of the Settlement Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Settlement Class Member wishes to bring to the Court's attention; (c) must include documents sufficient to prove membership in the Settlement Class, including the number of Marex Ordinary Shares that the objecting Settlement Class Member purchased, acquired, and/or sold during the Settlement Class Period, as well as the dates and prices of each such purchase, acquisition, and sale, and the number of Marex Ordinary Shares held at the beginning of the Settlement Class Period, accompanied by adequate supporting documentation for the transactions and holdings reported therein; (d) must identify all other class-action settlements to which the objector or the objector's counsel has previously objected,

by case name, court, and docket number; and (e) must state whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class. Objectors who enter an appearance and desire to present evidence at the Settlement Hearing in support of their objection must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and any exhibits they intend to introduce into evidence at the Settlement Hearing.

20. Any Settlement Class Member who or which does not make his, her, or its objection in the manner provided herein shall be deemed to have waived his, her, or its right to object to any aspect of the proposed Settlement, the proposed Plan of Allocation, and the fee and expense motion, and shall be forever barred and foreclosed from objecting to the fairness, reasonableness, or adequacy of the Settlement, the Plan of Allocation, or the requested attorneys' fees and Litigation Expenses, or from otherwise being heard concerning the Settlement, the Plan of Allocation, or the fee and expense motion in this or any other proceeding.

21. **Stay and Temporary Injunction.** 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 Stipulation. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Lead Plaintiffs and all other members of the Settlement Class from commencing, maintaining, or continuing to prosecute any of the Released Plaintiffs' Claims against any of the Defendants' Releasees. Nothing in this paragraph bars any Settlement Class Member from submitting a Claim Form, requesting exclusion from the Settlement Class, objecting to the Settlement, appearing at the Settlement Hearing, or otherwise exercising any right under the Stipulation or this Order.

22. **Settlement Administration Fees and Expenses.** All reasonable costs incurred in identifying Settlement Class Members and notifying them of the Settlement, as well as in administering the Settlement, shall be paid as set forth in the Stipulation without further order of the Court.

23. **Settlement Fund.** The contents of the Settlement Fund held by The Huntington National Bank (which the Court approves as the Escrow Agent) 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 they are distributed pursuant to the Stipulation or further order(s) of the Court.

24. **Taxes.** Lead Counsel is authorized and directed to prepare any tax returns and any other tax reporting form for or in respect of the Settlement Fund, to pay from the Settlement Fund any Taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to Taxes and any reporting or filings in respect thereof without further order of the Court, in a manner consistent with the provisions of the Stipulation.

25. **Termination of Settlement.** If the Settlement is terminated as provided in the Stipulation, the Settlement is not approved, or the Effective Date of the Settlement otherwise fails to occur, this Order shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation, and this Order shall be without prejudice to the rights of Lead Plaintiffs, the other Settlement Class Members, and Defendants, and the Parties shall revert to their respective statuses and positions in the Action as provided in the Stipulation.

26. **Use of this Order.** Neither this Order, the Stipulation (whether or not consummated), including its exhibits and the Plan of Allocation (or any other plan of allocation that may be approved by the Court), the Supplemental Agreement, the Term Sheet, the

negotiations leading to the execution of the Term Sheet and the Stipulation, nor any proceedings taken pursuant to or in connection with the Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith), shall be offered or received against any of the Releasees, or used in any manner, except as described in ¶ 10 of the Stipulation, which is incorporated herein by reference.

27. **Supplemental Agreement.** The Parties have identified, pursuant to Rule 23(e)(3) of the Federal Rules of Civil Procedure, the confidential Supplemental Agreement described in ¶ 9.3 of the Stipulation. The Supplemental Agreement need not be filed with the Court unless the Court so orders or a dispute arises concerning its interpretation or application, and, in such event, it shall be submitted to the Court for in camera review upon request, and any application to file any portion of it under seal shall be made in accordance with the Court's Individual Rules and the standards governing public access to judicial documents.

28. **Supporting Papers.** Lead Counsel shall file the opening papers in support of final approval of the proposed Settlement and the Plan of Allocation, and Lead Counsel's separate motion for an award of attorneys' fees and payment of Litigation Expenses, no later than thirty-five (35) calendar days prior to the Settlement Hearing; and reply papers, if any, shall be filed no later than seven (7) calendar days prior to the Settlement Hearing.

29. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

SO ORDERED this ____ day of _____, 2026.

HONORABLE RONNIE ABRAMS
UNITED STATES DISTRICT JUDGE

EXHIBIT A-1

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

RAVISHANKER NARAYANAN, Individually
and on Behalf of All Others Similarly Situated,

Plaintiff,

v.

MAREX GROUP PLC, IAN LOWITT, and
ROBERT IRVIN,

Defendants.

Case No. 1:25-cv-08393-RA-SDA

[rel. 1:25-cv-08368-RA-SDA]

CLASS ACTION

EXHIBIT A-1

**NOTICE OF (I) PENDENCY OF CLASS ACTION, CERTIFICATION OF
SETTLEMENT CLASS, AND PROPOSED SETTLEMENT; (II) SETTLEMENT
HEARING; AND (III) MOTION FOR AN AWARD OF ATTORNEYS' FEES AND
LITIGATION EXPENSES**

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

NOTICE OF PENDENCY OF CLASS ACTION: 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, during the period from November 7, 2024 through August 5, 2025, inclusive (the “Settlement Class Period”), you purchased or otherwise acquired ordinary shares of Marex Group plc (“Marex” or the “Company”) (Nasdaq ticker: MRX) (“Marex Ordinary Shares”) and were allegedly damaged thereby.¹

NOTICE OF SETTLEMENT: Please also be advised that the Court-appointed Lead Plaintiffs, Ali Shahsavanpour and Jaimin Patel (“Lead Plaintiffs”), on behalf of themselves and the Court-certified Settlement Class (defined in paragraph 17 below), have reached a proposed settlement of the Action for \$950,000.00 in cash that, if approved, will resolve all claims in the Action (the “Settlement”).

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of cash from the Settlement. If you are a member of the Settlement Class, your legal rights will be affected whether or not you act. If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please DO NOT contact the Court, Marex, the other Defendants, or their counsel. All questions should be directed to the Claims Administrator or Lead Counsel (see paragraph 46 below).

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement dated August 20, 2026 (the “Stipulation”), which is available at www.strategicclaims.net/Marex/.

1. Description of the Action and the Settlement Class: This Notice relates to a proposed Settlement of claims in a pending securities class action brought by investors alleging, among other things, that Defendants Marex, Ian Theo Lowitt, and Crispin Robert John Irvin (the “Individual Defendants” and, collectively with Marex, “Defendants”) violated the federal securities laws by making materially false and misleading statements and omissions concerning the composition and quality of the revenues reported in the “Securities” revenue line of Marex’s Market Making segment. A more detailed description of the Action is set forth in paragraphs 9–16 below. The proposed Settlement, if approved by the Court, will resolve the claims of the Settlement Class, as defined in paragraph 17 below.

2. Statement of the Settlement Class’s Recovery: Subject to Court approval, Lead Plaintiffs, on behalf of themselves and the Settlement Class, have agreed to settle the Action in exchange for a non-reversionary payment of \$950,000.00 in cash (the “Settlement Amount”), to be deposited into an interest-bearing escrow account. The Net Settlement Fund (i.e., the Settlement Amount plus any and all interest earned thereon (the “Settlement Fund”), less (i) any Taxes and Tax Expenses, (ii) any Notice and Administration Costs, (iii) any Litigation Expenses awarded by the Court, (iv) any attorneys’ fees awarded by the Court, and (v) any other Court-approved deductions) will be distributed in accordance with a plan of allocation that is approved by the Court, which will determine how the Net Settlement Fund shall be allocated among members of the Settlement Class. The proposed plan of allocation (the “Plan of Allocation”) is set forth in the Appendix at the end of this Notice and is posted at www.strategicclaims.net/Marex/.

3. Estimate of Average Amount of Recovery Per Share: Based on Lead Counsel’s estimate of the number of Marex Ordinary Shares purchased or acquired during the Settlement Class Period that may have been affected by the conduct at issue in the Action, 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) would be approximately \$0.03 per allegedly damaged share. Settlement Class Members should note, however, that the foregoing average recovery per share is only an estimate. Some Settlement Class Members may recover more or less than this estimated amount depending on, among other factors, when and at what prices they purchased or acquired and sold their Marex Ordinary Shares, and the total number and recognized loss amounts of valid Claims submitted. Distributions to Authorized Claimants will be made based on the Plan of Allocation set forth herein or such other plan of allocation as may be ordered by the Court.

4. Average Amount of Damages Per Share: The Parties do not agree on the average amount of damages per share that would be recoverable if Lead Plaintiffs were to prevail in the Action. Lead Plaintiffs contend that recoverable damages would be measured by the artificial inflation in the price of Marex Ordinary Shares attributable to the alleged misstatements and omissions, subject to proof of liability and loss causation and to the limitations on damages imposed by the PSLRA, including 15 U.S.C. § 78u-4(e). Among other things, Defendants deny that they made any materially false or misleading statement or omission, deny that any Settlement Class Member was damaged by any conduct alleged in the Action, contend that any decline in the price of Marex Ordinary Shares was caused in whole or in part by factors other than the alleged misstatements and omissions, and expressly deny all allegations of fault, liability, wrongdoing, or damages whatsoever.

5. Attorneys' Fees and Expenses Sought: Plaintiffs' Counsel have not received any payment of attorneys' fees for their representation of the Settlement Class and have advanced the funds to pay the expenses necessarily incurred to prosecute this Action. Court-appointed Lead Counsel, Schall Brown & Schwartz LLP ("Lead Counsel"), will apply to the Court for an award of attorneys' fees in an amount not to exceed one-third of the Settlement Amount (i.e., \$316,666.67), plus a proportionate share of the interest earned on the Settlement Fund. In addition, Lead Counsel will apply for payment of Litigation Expenses incurred in connection with the institution, prosecution, and resolution of the Action in an amount not to exceed \$75,000, which may include an application for awards to Lead Plaintiffs of no more than \$2,500 each, pursuant to 15 U.S.C. § 78u-4(a)(4), in connection with their representation of the Settlement Class. Any fees and expenses awarded by the Court will be paid from the Settlement Fund; Settlement Class Members are not personally liable for any such fees or expenses. Pursuant to fee-sharing agreements and the Stipulation, a portion of any attorneys' fees awarded by the Court will be shared with or allocated as follows: a total of 30% to Glancy Prongay Wolke & Rotter LLP (formerly known as Glancy Prongay & Murray LLP) and Holzer & Holzer, LLC, who will share that 30% equally (15% each). The balance will be retained by Lead Counsel, which will pay 10% of such balance to local counsel Sparacino PLLC (7% of the total fee awarded). Any² such sharing or allocation will be paid solely out of the attorneys' fees awarded to Lead Counsel and will not increase the amount of fees or expenses paid from the Settlement Fund. If the Court approves Lead Counsel's fee and expense application in full, the estimated average cost would be approximately \$0.01 per allegedly damaged share.

6. Identification of Attorneys' Representative: Lead Plaintiffs and the Settlement Class are represented by Brian J. Schall, Esq. and William M. Brody, Esq. of Schall Brown & Schwartz LLP, 2049 Century Park East, Suite 2460, Los Angeles, CA 90067, (310) 301-3335, brian@schallfirm.com, wbrody@schallfirm.com.

7. Reasons for the Settlement: Lead Plaintiffs' principal reason for entering into the Settlement is the substantial, immediate, and certain cash benefit for the Settlement Class without the risk or the delays inherent in further litigation. The proposed Settlement was reached at an early stage of the Action, before any ruling on the merits of the claims, and the substantial cash benefit provided by the Settlement must be considered against the significant risk, expense, and delay of prevailing on a motion to dismiss, at class certification, at summary judgment, at trial, and on any appeals. Among other things, Lead Plaintiffs faced substantial risks in establishing loss causation and damages — that is, in proving the extent to which the declines in the price of Marex Ordinary Shares were caused by the alleged misstatements and omissions, as opposed to other factors — which significantly affected the realistic range of any class-wide recovery. Defendants, who deny all allegations of wrongdoing or liability whatsoever, are entering into the Settlement solely to eliminate the uncertainty, burden, and expense of further protracted litigation.

² The applicants for an award of attorneys' fees, and their addresses, are: Schall Brown & Schwartz LLP, 2049 Century Park East, Suite 2460, Los Angeles, CA 90067; Glancy Prongay Wolke & Rotter LLP, 1925 Century Park East, Suite 2100, Los Angeles, CA 90067; Holzer & Holzer, LLC, 1050 Crown Pointe Parkway, Suite 940, Atlanta, GA 30338; and Sparacino PLLC, 1920 L Street, NW, Suite 835, Washington, D.C. 20036.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:

SUBMIT A CLAIM FORM ONLINE OR POSTMARKED NO LATER THAN _____, 2026.	This is the only way to be potentially eligible to receive a payment from the Settlement Fund. If you are a Settlement Class Member and you remain in the Settlement Class, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiffs' Claims (defined in paragraph 27 below) that you have against Defendants and the other Defendants' Releasees (defined in paragraph 28 below), so it is in your interest to submit a Claim Form.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN _____, 2026.	If you exclude yourself from the Settlement Class, you will not be eligible to receive any payment from the Settlement Fund. This is the only option that allows you ever to be part of any other lawsuit against any of the Defendants or the other Defendants' Releasees concerning the Released Plaintiffs' Claims.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN _____, 2026.	If you do not like the proposed Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and Litigation Expenses, you may write to the Court and explain why. You cannot object to the Settlement, the Plan of Allocation, or the fee and expense request unless you are a Settlement Class Member and do not exclude yourself from the Settlement Class.
ATTEND THE HEARING ON _____, 2026 AT __:__.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN _____, 2026.	Filing a written objection and notice of intention to appear allows you to speak in Court, at the discretion of the Court, at the Settlement Hearing about the fairness of the proposed Settlement, the Plan of Allocation, and/or the request for attorneys' fees and Litigation Expenses. If you submit a written objection, you may (but do not have to) attend the hearing. You may also attend the Settlement Hearing without submitting an objection, but you will not be permitted to address the Court unless you have complied with the procedures described in this Notice, unless the Court orders otherwise.
DO NOTHING	If you are a member of the Settlement Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Settlement Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.

WHY DID I GET A NOTICE?

8. The Court directed that the Postcard Notice be mailed or emailed to you because you, someone in your family, or an investment account for which you serve as a custodian may have purchased or otherwise acquired Marex Ordinary Shares on the Nasdaq Global Select Market or in another domestic transaction during the Settlement Class Period. The Court directed that this Notice be posted at www.strategicclaims.net/Marex/ and mailed or emailed upon request to the Claims Administrator. As a potential Settlement Class Member, you have a right to know about your options before the Court rules on the proposed Settlement, and about how this class action may affect your legal rights. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action. If the Court approves the Settlement and a plan of allocation, payments to Authorized Claimants will be made after any appeals are resolved and the processing of all Claims is completed. Please be patient, as this process takes time.

WHAT IS THIS CASE ABOUT?

9. The initial complaint in the Action was filed on October 9, 2025, asserting claims against Defendants under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the “Exchange Act”) and Rule 10b-5 promulgated thereunder. A related action, *Katz v. Marex Group plc*, No. 1:25-cv-08368-RA-SDA (S.D.N.Y.), was voluntarily dismissed on April 13, 2026.

10. By Opinion and Order dated February 2, 2026, the Court appointed Ali Shabsavanpour and Jaimin Patel as Lead Plaintiffs and approved their selection of Schall Brown & Schwartz LLP (formerly known as The Schall Law Firm) as Lead Counsel.

11. On April 20, 2026, Lead Plaintiffs filed the First Amended Class Action Complaint (the “Complaint”), asserting claims on behalf of purchasers and acquirers of Marex Ordinary Shares between November 7, 2024 and August 5, 2025, inclusive. The Complaint alleges, among other things, that Defendants made materially false and misleading statements and omissions concerning the composition and quality of the revenues reported in the “Securities” revenue line of Marex’s Market Making segment and the relationship of those revenues to the Company’s published “Marex volumes: Financials” key performance indicator, and that the price of Marex Ordinary Shares was artificially inflated during the Settlement Class Period and declined after the publication of a research report on August 5, 2025. Defendants dispute each of these allegations, deny that they made any materially false or misleading statement or omission, and deny that any Settlement Class Member suffered any damages as a result of any conduct of Defendants.

12. No motion to dismiss the Complaint had been filed, and no discovery had been taken, when the Parties reached their agreement in principle to settle. Beginning in April 2026, counsel for the Parties engaged in extended, arm’s-length settlement negotiations, conducted directly between experienced counsel, which included the exchange of the Parties’ respective assessments of the strengths and weaknesses of the claims and defenses, including as to liability, loss causation, and damages. Those negotiations culminated in an agreement in principle to settle the Action for \$950,000.00 in cash, memorialized in a confidential term sheet executed on or about June 2, 2026, and subsequently set forth in the Stipulation.

13. On _____, 2026, the Court entered its Preliminary Approval Order, which preliminarily approved the Settlement, certified the Settlement Class for settlement purposes only, authorized this Notice, and scheduled the Settlement Hearing to consider, among other things, whether to grant final approval of the Settlement.

14. Based on their investigation and prosecution of the Action and their assessment of the risks of continued litigation, Lead Plaintiffs and Lead Counsel have concluded that the terms and conditions of the Settlement are fair, reasonable, and adequate to the Settlement Class, and in its best interests.

15. The Stipulation and the Settlement constitute a compromise of matters that are in dispute among the Parties. Defendants have entered into the Stipulation solely to eliminate the uncertainty, burden, and expense of further protracted litigation. The Settlement may not be construed as an admission of any wrongdoing by any Defendant, or as an admission or concession on the part of Lead Plaintiffs of any infirmity in the claims asserted in the Action.

15A. In addition to the Stipulation, the Parties entered into a confidential Supplemental Agreement Regarding Requests for Exclusion. Under that agreement, Marex has the sole and exclusive option, but not the obligation, to terminate the Settlement if Settlement Class Members who timely and validly request exclusion from the Settlement Class collectively purchased or otherwise acquired Marex ordinary shares exceeding an agreed-upon amount. As is standard in securities class action settlements, the specific threshold is kept confidential to avoid encouraging the formation of groups of opt-outs for the sole purpose of leveraging individual payments. The Supplemental Agreement may be submitted to the Court in camera or under seal.

16. **PLEASE NOTE:** Receipt of the Postcard Notice or this Notice does not mean that you are a Settlement Class Member or that you will be entitled to receive proceeds from the Settlement. If you wish to be eligible to participate in the distribution of proceeds from the Settlement, you are required to submit the Claim Form that is available at www.strategicclaims.net/Marex/, together with the required supporting documentation, online or postmarked no later than _____, 2026.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT? WHO IS INCLUDED IN THE SETTLEMENT CLASS?

17. If you are a member of the Settlement Class, you are subject to the Settlement unless you timely request exclusion. The Settlement Class consists of:

All persons and entities that purchased or otherwise acquired Marex Ordinary Shares on the Nasdaq Global Select Market or in another domestic transaction between November 7, 2024 and August 5, 2025, inclusive, and were allegedly damaged thereby.

Excluded from the Settlement Class are: (i) Defendants; (ii) the present and former officers and directors of Marex during the Settlement Class Period; (iii) the Immediate Family members of any of the foregoing natural persons; (iv) any entity in which any Defendant has or had a controlling interest; (v) the legal representatives, heirs, successors, and assigns of any of the foregoing; and (vi) those persons and entities who or which timely and validly request exclusion from the Settlement Class in accordance with the Preliminary Approval Order and this Notice, where such request is accepted by the Court. See “What If I Do Not Want To Be A Member Of The Settlement Class?” below.

WHAT ARE LEAD PLAINTIFFS’ REASONS FOR THE SETTLEMENT?

18. Lead Plaintiffs and Lead Counsel recognize the expense and length of continued proceedings necessary to pursue their claims against Defendants through motion practice, discovery, class

certification, summary judgment, trial, and appeals, as well as the substantial risks they would face in establishing liability and damages. Among other things, Defendants would assert that the challenged statements were not materially false or misleading, that they were not made with the requisite state of mind, and that the alleged losses were not caused by the alleged misstatements. The risk as to loss causation was particularly significant: Defendants would contend that all or a substantial portion of the decline in the price of Marex Ordinary Shares was attributable to factors other than the alleged misstatements and omissions, which could have sharply limited any recoverable damages even if liability were established. Even if the hurdles to establishing liability were overcome, the amount of damages that could be attributed to the allegedly false and misleading statements would be vigorously contested. Lead Plaintiffs would have to prevail at several stages, and even if they prevailed, they would also need to prevail on any appeals that would likely follow, with any recovery delayed for years.

19. In light of these risks, the amount of the Settlement, and the immediacy of recovery to the Settlement Class, Lead Plaintiffs and Lead Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. The Settlement provides a substantial, certain, and immediate benefit — \$950,000.00 in cash (less the various deductions described in this Notice) — as compared to the risk that the claims would produce a smaller recovery, or no recovery, after motion practice, class certification, summary judgment, trial, and appeals, possibly years from now.

20. Defendants have denied and continue to deny each and all of the claims and contentions asserted against them in the Action and deny having engaged in any wrongdoing or violation of law whatsoever. Defendants have agreed to the Settlement solely to eliminate the burden and expense of continued litigation. The Settlement may not be construed as an admission of any wrongdoing by any of the Defendants.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

21. If there were no Settlement and Lead Plaintiffs failed to establish any essential legal or factual element of their claims against Defendants, neither Lead Plaintiffs nor the other members of the Settlement Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses — on a motion to dismiss, at class certification, at summary judgment, at trial, or on appeal — the Settlement Class could recover substantially less than the amount provided in the Settlement, or nothing at all.

HOW ARE SETTLEMENT CLASS MEMBERS AFFECTED BY THE ACTION AND THE SETTLEMENT?

22. As a Settlement Class Member, you are represented by Lead Plaintiffs and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf.

23. If you are a Settlement Class Member and do not wish to remain a Settlement Class Member, you may exclude yourself from the Settlement Class by following the instructions in the section entitled “What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself?” below.

24. If you are a Settlement Class Member and you wish to object to the Settlement, the Plan of Allocation, and/or the fee and expense motion, and you do not exclude yourself from the

Settlement Class, you may present your objection by following the instructions in the section entitled “When And Where Will The Court Decide Whether To Approve The Settlement?” below.

25. If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you will be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). The Judgment will dismiss with prejudice the claims against Defendants and will provide that, upon the Effective Date of the Settlement, Lead Plaintiffs and each of the other Settlement Class Members, on behalf of themselves and their respective heirs, executors, 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, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed each and every Released Plaintiffs’ Claim against Defendants and the other Defendants’ Releasees, and shall forever be barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of the Released Plaintiffs’ Claims against any of the Defendants’ Releasees.

26. The Judgment will also provide that, upon the Effective Date, Defendants, on behalf of themselves and the other Defendants’ Releasees, shall be deemed to have released each and every Released Defendants’ Claim against Lead Plaintiffs and the other Plaintiffs’ Releasees — that is, in general, all claims arising out of the institution, prosecution, or settlement of the claims asserted in the Action, as more fully described in the Stipulation.

27. “Released Plaintiffs’ Claims,” as more fully defined in ¶ 1.45 of the Stipulation, means, to the fullest extent permitted by law, all claims (including Unknown Claims), demands, losses, rights, liabilities, and causes of action, of every nature and description whatsoever, whether arising under federal, state, local, statutory, common, or foreign law, whether brought directly or indirectly, that Lead Plaintiffs or any other member of the Settlement Class (i) asserted in the Action or the Complaint, or (ii) could have asserted in the Action or in any other action or forum, that (a) arise out of, are based upon, or relate to in any way any of the allegations, facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions, or failures to act involved, set forth, alleged, or referred to in the Action or the Complaint, and (b) arise out of, are based upon, or relate to in any way the purchase, acquisition, holding, sale, or disposition of Marex Ordinary Shares during the Settlement Class Period. Released Plaintiffs’ Claims do not include claims relating to the enforcement of the Settlement or the claims of persons who timely and validly request exclusion. The full definitions of the Released Claims, the Releasees, and the related terms are set forth in the Stipulation, which is available at www.strategicclaims.net/Marex/, and which controls.

28. “Defendants’ Releasees,” as more fully defined in ¶ 1.14 of the Stipulation, means Defendants, Defendants’ Counsel, and Defendants’ directors’ and officers’ liability insurance carriers, and each of their respective predecessors, successors, parents, subsidiaries, affiliates, related entities and divisions, and each of their respective present and former officers, directors, employees, agents, shareholders, attorneys, insurers and reinsurers, accountants, auditors, advisors, representatives, and assigns, among others, as well as, with respect to the Individual Defendants, their Immediate Family members, heirs, executors, estates, and related persons and entities, in each case as set forth in the Stipulation.

29. “Unknown Claims,” as more fully defined in ¶ 1.62 of the Stipulation, means, in general, any Released Claims that a releasing party does not know or suspect to exist in his, her, or its favor at

the time of the release, which, if known, might have affected his, her, or its decisions with respect to the Settlement. The Stipulation provides that, upon the Effective Date, the releasing parties shall be deemed to have waived any and all provisions, rights, and benefits conferred by California Civil Code § 1542 — which provides that 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, would have materially affected his or her settlement — and by any comparable law or principle.

HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?

30. To be potentially eligible for a payment from the Settlement, you must be a member of the Settlement Class and you must timely complete and return a valid Claim Form, with adequate supporting documentation, postmarked — or submitted online at the Settlement website by 11:59 p.m. Eastern Time — no later than _____, 2026. A Claim Form is available at www.strategicclaims.net/Marex/, or you may request one by calling the Claims Administrator toll-free at (866) 274-4004 or by writing to: Marex Securities Litigation, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson St., Suite 205, Media, PA 19063. Please retain all records of your ownership of, and transactions in, Marex Ordinary Shares, as they may be needed to document your Claim. If you request exclusion from the Settlement Class or do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund.

HOW MUCH WILL MY PAYMENT BE?

31. At this time, it is not possible to determine how much any individual Settlement Class Member may receive from the Settlement. The Net Settlement Fund will be distributed to Authorized Claimants on a pro rata basis based on the relative size of their Recognized Claims, as calculated under the Court-approved Plan of Allocation. Lead Counsel estimates that the Net Settlement Fund (after deduction of the requested attorneys' fees and Litigation Expenses, and estimated Notice and Administration Costs and Taxes) will be approximately \$480,000, or approximately 50% of the Settlement Fund. The proposed Plan of Allocation is set forth in the Appendix to this Notice.

32. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation and the Effective Date has occurred, and a Class Distribution Order has been entered.

33. Neither Defendants nor any other person or entity that paid any portion of the Settlement Amount is entitled to reclaim any portion of the Settlement Fund once the Effective Date occurs. Defendants shall have no liability, obligation, or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund, or the Plan of Allocation.

34. Approval of the Settlement is independent from approval of the Plan of Allocation. Any determination with respect to the Plan of Allocation will not affect the Settlement, if approved.

35. Unless the Court otherwise orders, any Settlement Class Member who or which fails to submit a Claim Form postmarked or submitted online on or before _____, 2026 shall be fully and forever barred from receiving payments pursuant to the Settlement, but will in all other respects remain a Settlement Class Member and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and the Releases given.

36. Participants in and beneficiaries of employee benefit plans should NOT include in a Claim Form any Marex Ordinary Shares held through such plans; claims for those shares, if any, should

be made by the plan's trustee or fiduciary. Shares purchased or acquired outside of such plans may be claimed individually.

37. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Settlement Class Member. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim.

**WHAT PAYMENT ARE THE ATTORNEYS FOR THE SETTLEMENT CLASS
SEEKING? HOW WILL THE LAWYERS BE PAID?**

38. Plaintiffs' Counsel have not received any payment for their services in pursuing the claims asserted in the Action on behalf of the Settlement Class, nor have they been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Lead Counsel will apply to the Court, by separate motion, for an award of attorneys' fees in an amount not to exceed one-third of the Settlement Amount (i.e., \$316,666.67), plus a proportionate share of the interest earned on the Settlement Fund. At the same time, Lead Counsel will apply for payment of Litigation Expenses in an amount not to exceed \$75,000, which may include an application for awards to Lead Plaintiffs of no more than \$2,500 each pursuant to 15 U.S.C. § 78u-4(a)(4). The Court will determine the amount of any award. Any such amounts will be paid solely from the Settlement Fund; Settlement Class Members are not personally liable for any fees or expenses. Pursuant to fee-sharing agreements and the Stipulation, a portion of any attorneys' fees awarded by the Court will be shared with or allocated as follows: a total of 30% to Glancy Prongay Wolke & Rotter LLP and Holzer & Holzer, LLC, who will share that 30% equally (15% each). The balance will be retained by Lead Counsel, which will pay 10% of such balance to local counsel Sparacino PLLC (7% of the total fee awarded). Any such sharing or allocation will be paid solely out of the attorneys' fees awarded to Lead Counsel and will not increase the amount of fees or expenses paid from the Settlement Fund. Any attorneys' fees and Litigation Expenses awarded by the Court may be paid upon entry of the Court's award, notwithstanding any objection or appeal, subject to Lead Counsel's obligation to repay the amounts paid, with interest, if the award is reduced or reversed or the Settlement does not become effective.

**WHAT IF I DO NOT WANT TO BE A MEMBER OF THE SETTLEMENT CLASS?
HOW DO I EXCLUDE MYSELF?**

39. Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, whether favorable or unfavorable, unless such person or entity mails or delivers a written request for exclusion from the Settlement Class, addressed to: Marex Securities Litigation — EXCLUSIONS, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson St., Suite 205, Media, PA 19063. The exclusion request must be *received* no later than _____, 2026. You will not be able to exclude yourself from the Settlement Class after that date. Each request for exclusion must: (a) state the name, address, email address, and telephone number of the person or entity requesting exclusion, and, in the case of entities, the name and telephone number of an appropriate contact person; (b) state that such person or entity "requests exclusion from the Settlement Class in *Narayanan v. Marex Group plc, et al.*, Case No. 1:25-cv-08393-RA-SDA (S.D.N.Y.)"; (c) state the number of Marex Ordinary Shares that the person or entity requesting exclusion purchased or otherwise acquired and sold during the Settlement Class Period, as well as the dates and prices of each such purchase, acquisition, and sale, and the number of Marex Ordinary Shares held at the beginning of the Settlement Class Period; and (d) be signed by the person or entity requesting exclusion or an authorized representative. A request for exclusion shall

not be effective unless it provides all of the required information and is received within the time stated above, or is otherwise accepted by the Court.

40. If you do not want to be part of the Settlement Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or proceeding relating to any Released Plaintiffs' Claim against any of the Defendants' Releasees. Excluding yourself is the only option that may allow you to be part of any other current or future lawsuit against Defendants or any of the other Defendants' Releasees concerning the Released Plaintiffs' Claims. However, if you exclude yourself, you will not be eligible to receive any payment from the Net Settlement Fund.

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DO NOT LIKE THE SETTLEMENT?

41. The Court will hold the Settlement Hearing on _____, 2026 at __:__.m. in Courtroom ____ of the United States Courthouse, 40 Foley Square, New York, New York 10007, to determine, among other things: (a) whether the proposed Settlement is fair, reasonable, and adequate and should be finally approved; (b) whether the Action should be dismissed with prejudice as against Defendants and the Judgment entered; (c) whether the proposed Plan of Allocation is fair and reasonable and should be approved; and (d) whether Lead Counsel's separate motion for an award of attorneys' fees and payment of Litigation Expenses (including awards to Lead Plaintiffs) should be granted. The Court may adjourn the Settlement Hearing, or conduct it remotely, without further notice to the Settlement Class other than a posting on the Settlement website or the Court's docket. You do not need to attend the Settlement Hearing to receive a distribution from the Net Settlement Fund.

42. Any Settlement Class Member who or which does not request exclusion may object to the Settlement, the Plan of Allocation, and/or the fee and expense motion. Objections must be in writing, must be filed with the 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, and must be mailed or delivered to Lead Counsel and Defendants' Counsel at the addresses below, such that they are *received* no later than _____, 2026:

Lead Counsel

SCHALL BROWN & SCHWARTZ LLP
 Brian J. Schall, Esq.
 William M. Brody, Esq.
 2049 Century Park East, Suite 2460
 Los Angeles, CA 90067
 brian@schallfirm.com
 wbrody@schallfirm.com

Defendants' Counsel

LATHAM & WATKINS LLP
 Jeff G. Hammel, Esq.
 Jason C. Hegt, Esq.
 1271 Avenue of the Americas
 New York, NY 10020
 jeff.hammel@lw.com
 jason.hegt@lw.com

43. Any objection: (a) must state the name, address, and telephone number of the person or entity objecting and must be signed by the objector; (b) must contain a statement of the objection or objections and the specific reasons for each objection, including any legal and evidentiary support the objector wishes to bring to the Court's attention; and (c) must include documents sufficient to prove membership in the Settlement Class, including the number of Marex Ordinary Shares that

the objector purchased, acquired, and/or sold during the Settlement Class Period, the dates and prices of each such transaction, and the number of shares held at the beginning of the Settlement Class Period, with adequate supporting documentation; (d) must identify all other class-action settlements to which the objector or the objector's counsel has previously objected, by case name, court, and docket number; and (e) must state whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class. Objectors who wish to appear and present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call and any exhibits they intend to introduce.

44. Any Settlement Class Member who or which does not object in the manner provided herein shall be deemed to have waived his, her, or its right to object and shall be forever barred and foreclosed from objecting to the fairness, reasonableness, or adequacy of the Settlement, the Plan of Allocation, or the requested attorneys' fees and Litigation Expenses, or from otherwise being heard concerning them in this or any other proceeding.

WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?

45. If you purchased or otherwise acquired Marex Ordinary Shares on the Nasdaq Global Select Market or in another domestic transaction during the Settlement Class Period for the beneficial interest of persons or organizations other than yourself, you must either: (a) within seven (7) calendar days of receipt of the Postcard Notice or the Claims Administrator's notification of the Settlement, 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 forward them to all such beneficial owners; (b) within seven (7) calendar days of receipt of the Postcard Notice or the Claims Administrator's notification of the Settlement, request from the Claims Administrator the link to the electronic Notice and Claim Form on the Settlement website and, within seven (7) calendar days of receipt of the link, forward it to all such beneficial owners for whom valid email addresses are available; or (c) within seven (7) calendar days of receipt of the Postcard Notice or the Claims Administrator's notification of the Settlement, provide a list of the names, mailing addresses, and email addresses (to the extent available) of all such beneficial owners to the Claims Administrator: Marex Securities Litigation, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson St., Suite 205, Media, PA 19063. If you choose the third option, the Claims Administrator will send a link to the electronic Notice and Claim Form to the beneficial owners by email, where the Claims Administrator is provided with a valid email address, or a copy of the Postcard Notice by mail if a valid email address is not provided. Upon full compliance with these directions, nominees may seek reimbursement of their reasonable expenses actually incurred in complying, as provided in the Preliminary Approval Order. Copies of this Notice and the Claim Form may also be obtained from the Settlement website, www.strategicclaims.net/Marex/, or by calling the Claims Administrator toll-free at (866) 274-4004. **Postcard Notices may only be printed by the Court-approved Claims Administrator.**

CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

46. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information, you may review the Stipulation and other Settlement documents at www.strategicclaims.net/Marex/. All papers filed in the Action are also available through the Court's Public Access to Court Electronic Records (PACER) system at

<https://ecf.nysd.uscourts.gov>, or may be inspected at the Office of the Clerk of the United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007, during regular business hours. All questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement should be directed to the Claims Administrator or Lead Counsel:

Claims Administrator

Marex Securities Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Suite 205
Media, PA 19063
(866) 274-4004
Fax: (610) 565-7985
info@strategicclaims.net
www.strategicclaims.net/Marex/

Lead Counsel

SCHALL BROWN & SCHWARTZ LLP
Brian J. Schall, Esq.
William M. Brody, Esq.
2049 Century Park East, Suite 2460
Los Angeles, CA 90067
(310) 301-3335
brian@schallfirm.com
wbrody@schallfirm.com

**PLEASE DO NOT CALL OR WRITE THE COURT, THE CLERK'S OFFICE, MAREX,
THE OTHER DEFENDANTS, OR THEIR COUNSEL REGARDING THIS NOTICE.**

Dated: _____, 2026

BY ORDER OF THE COURT

United States District Court for the Southern District of New York

APPENDIX — PROPOSED PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND

1. The objective of this proposed Plan of Allocation (the “Plan of Allocation” or “Plan”) is to equitably distribute the Net Settlement Fund among Settlement Class Members who suffered economic losses as a result of the alleged violations of the federal securities laws set forth in the Complaint. The calculations made pursuant to the Plan are not intended to be estimates of, nor indicative of, the amounts that Settlement Class Members might have been able to recover at trial, nor estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement; they are the basis upon which the Net Settlement Fund will be proportionately allocated among Authorized Claimants.
2. The Plan reflects Lead Plaintiffs’ allegation that the price of Marex Ordinary Shares was artificially inflated during the Settlement Class Period as the result of allegedly materially false and misleading statements and omissions, and that the alleged artificial inflation was removed when the allegedly corrective information was disseminated to the market on August 5, 2025.³ In developing the Plan, Lead Counsel calculated the estimated amount of alleged artificial inflation in the price per share of Marex Ordinary Shares during the Settlement Class Period, as reflected in Table A below, principally by considering the price declines associated with the alleged corrective disclosure.
3. In order to have a Recognized Loss Amount under the Plan, a Settlement Class Member must have purchased or otherwise acquired Marex Ordinary Shares on the Nasdaq Global Select Market or in another domestic transaction during the Settlement Class Period and held those shares through at least the dissemination of the allegedly corrective information on August 5, 2025. Shares purchased or acquired during the Settlement Class Period and sold prior to that time will have a Recognized Loss Amount of zero, because any loss on those shares is not attributable to the alleged corrective disclosure.
4. **PSLRA 90-Day Limitation.** Pursuant to Section 21D(e)(1) of the Exchange Act, 15 U.S.C. § 78u-4(e)(1), in any private action arising under the Exchange Act in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase price paid by the plaintiff for the security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market. Consistent with that requirement, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of Marex Ordinary Shares during the 90-day look-back period, August 5, 2025 through and including November 2, 2025. The mean (average) closing price of Marex Ordinary Shares during that period was \$33.20 per share (see Table B).

³ The Plan of Allocation treats the research report published on August 5, 2025 as the corrective disclosure event. The Complaint alleges a single-day decline in the price of Marex Ordinary Shares on August 5, 2025 and a cumulative two-day close-to-close decline through August 6, 2025.

CALCULATION OF RECOGNIZED LOSS AMOUNTS

5. For each Marex Ordinary Share purchased or otherwise acquired during the Settlement Class Period (i.e., from November 7, 2024 through and including August 5, 2025) that is listed in the Claim Form and for which adequate documentation is provided, a “Recognized Loss Amount” will be calculated by the Claims Administrator as follows (if a Recognized Loss Amount calculates to zero or a negative number, that Recognized Loss Amount will be set to zero):

(i) For shares sold before the opening of trading on August 5, 2025, the Recognized Loss Amount will be \$0.00;

(ii) For shares sold from August 5, 2025 through and including October 31, 2025 (the last trading day on or before the end of the 90-day look-back period on November 2, 2025), the Recognized Loss Amount will be the least of: (a) the amount of alleged artificial inflation per share on the date of purchase/acquisition, as stated in Table A; (b) the purchase/acquisition price minus the sale price; and (c) the purchase/acquisition price minus the average closing price from August 5, 2025 through the date of sale, as stated in Table B; and

(iii) For shares held as of the close of trading on October 31, 2025 (the last trading day on or before November 2, 2025), the Recognized Loss Amount will be the lesser of: (a) the amount of alleged artificial inflation per share on the date of purchase/acquisition, as stated in Table A; and (b) the purchase/acquisition price minus \$33.20, the mean closing price of Marex Ordinary Shares during the 90-day look-back period.

ADDITIONAL PROVISIONS

6. A Claimant’s “Recognized Claim” will be the sum of his, her, or its Recognized Loss Amounts.

7. **FIFO Matching.** If a Settlement Class Member made more than one purchase/acquisition or sale of Marex Ordinary Shares during the Settlement Class Period or the 90-day look-back period, all purchases/acquisitions and sales will be matched on a First In, First Out (“FIFO”) basis. Sales will be matched first against any holdings at the beginning of the Settlement Class Period, and then against purchases/acquisitions in chronological order. The Claims Administrator shall also compute each Claimant’s overall market gain or loss. To establish whether a Claimant had an overall market gain or loss, the Claims Administrator shall determine (i) the total amount paid for Marex Ordinary Shares purchased or otherwise acquired on the Nasdaq Global Select Market or in another domestic transaction during the Settlement Class Period, less (ii) the total amount received for any sales of Marex Ordinary Shares sold during the Settlement Class Period and 90-day lookback period and (iii) the total holding value of Marex Ordinary Shares still held at the close of trading on October 31, 2025 (with such holdings valued at \$33.20 per share). Any sales that match against Marex Ordinary Shares held at the opening of trading will not be included in the calculation of a Claimant’s overall market loss or gain. If the Claimant had an overall market gain, the Claimant’s Recognized Claim shall be zero; if the Claimant suffered an overall market loss, the Claimant’s Recognized Claim shall not exceed the amount of that loss.

8. **Purchase/Sale Dates.** Purchases/acquisitions and sales will be deemed to have occurred on the “contract” or “trade” date, as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance, or operation of law of Marex Ordinary Shares during the Settlement Class Period shall not be deemed a purchase, acquisition, or sale for the calculation of a Recognized Loss Amount, nor shall it be deemed an assignment of any claim relating to those shares, unless (i) the donor or decedent purchased or otherwise acquired the shares during the Settlement Class

Period, (ii) the instrument of gift or assignment specifically provides that it is intended to transfer such rights, and (iii) no Claim was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to those shares. Shares acquired during the Settlement Class Period upon the exercise of an option shall be treated as purchased on the date of exercise for a price equal to the exercise price (plus any documented premium paid for the option). Shares received during the Settlement Class Period as compensation, without the payment of consideration (for example, upon the vesting of restricted stock units), shall have a Recognized Loss Amount of zero unless the Claimant establishes a bona fide economic acquisition cost.

9. Short Sales. The date of covering a “short sale” is deemed to be the date of purchase or acquisition of the shares, and the date of a “short sale” is deemed to be the date of sale of the shares. Under the Plan, however, the Recognized Loss Amount on “short sales” and on purchases covering “short sales” is zero. If a Claimant has an opening short position in Marex Ordinary Shares, the earliest purchases or acquisitions during the Settlement Class Period will be matched against that opening short position and will not be entitled to a recovery until the short position is fully covered.

10. Pro Rata Distribution; \$10.00 Minimum. The Net Settlement Fund will be distributed to Authorized Claimants on a pro rata basis: each Authorized Claimant’s “Distribution Amount” will be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. If the Net Settlement Fund exceeds the aggregate Recognized Claims of all Authorized Claimants, the excess will be distributed pro rata among all Authorized Claimants. If an Authorized Claimant’s Distribution Amount calculates to less than \$10.00, no distribution will be made to that Authorized Claimant, and such amounts will be included in the distribution to Authorized Claimants whose Distribution Amounts are \$10.00 or greater.

11. Re-Distributions; Residual. After the initial distribution, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distributions. To the extent any monies remain six (6) months after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determines that it is cost-effective, the Claims Administrator will conduct one or more re-distributions (after payment of any unpaid fees and expenses of administration) to Authorized Claimants who have cashed their prior distributions and who would receive at least \$10.00. When it is determined that further re-distribution is not cost-effective, any remaining balance will be contributed to one or more non-sectarian, not-for-profit organization(s) serving the interests of investors (such as investor protection or investor education) and having no affiliation with any Party or counsel in the Action, recommended by Lead Counsel and approved by the Court.

12. Payment pursuant to the Plan, or such other plan of allocation as may be approved by the Court, will be conclusive against all Authorized Claimants. No person or entity shall have any claim against Lead Plaintiffs, Lead Counsel, Plaintiffs’ Counsel, Defendants, Defendants’ Counsel, or any of the other Releasees, or the Claims Administrator, the Escrow Agent, or any other agent designated by Lead Counsel, arising from distributions made substantially in accordance with the Stipulation, the Court-approved plan of allocation, or further orders of the Court. The Plan of Allocation is not a necessary term of the Settlement, and it is not a condition of the Settlement that any particular plan of allocation be approved by the Court.

TABLE A

Date of Purchase/Acquisition of Marex Ordinary Shares	Estimated Alleged Artificial Inflation Per Share
November 7, 2024 – August 4, 2025	\$2.33
August 5, 2025	\$0.00
August 6, 2025 and thereafter	\$0.00

Table B (90-Day Look-Back Schedule). The schedule of the daily closing prices of Marex Ordinary Shares during the 90-day look-back period (August 5, 2025 through and including November 2, 2025), and the running average closing prices used to compute Recognized Loss Amounts under paragraph 5 above, is set forth in Table B, which is posted on the Settlement website at www.strategicclaims.net/Marex/ and is available from the Claims Administrator upon request.

EXHIBIT A-2

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

RAVISHANKER NARAYANAN, Individually
and on Behalf of All Others Similarly Situated,

Plaintiff,

v.

MAREX GROUP PLC, IAN LOWITT, and
ROBERT IRVIN,

Defendants.

Case No. 1:25-cv-08393-RA-SDA

[rel. 1:25-cv-08368-RA-SDA]

CLASS ACTION

**PROOF OF CLAIM AND RELEASE
FORM**

I. GENERAL INSTRUCTIONS

1. To recover as a member of the Settlement Class based on your claims in the action entitled *Narayanan v. Marex Group plc, et al.*, No. 1:25-cv-08393-RA-SDA (S.D.N.Y.) (the “Action”), you must complete and, in Section V below, sign this Proof of Claim and Release Form (“Claim Form”).¹ If you fail to submit a timely and properly addressed 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. Submission of this Claim Form does not ensure that you will share in the proceeds of the Settlement.

3. **THIS CLAIM FORM MUST BE SUBMITTED ONLINE AT WWW.STRATEGICCLAIMS.NET/MAREX/ NO LATER THAN 11:59 P.M. EASTERN TIME ON _____, 2026, OR, IF MAILED, BE POSTMARKED NO LATER THAN _____, 2026, ADDRESSED AS FOLLOWS:** Marex Securities Litigation, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson St., Suite 205, Media, PA 19063. An electronic signature or typed name submitted with an online Claim Form, together with the certifications in Section V below, shall have the same force and effect as an original handwritten signature.

4. Do not mail or deliver your Claim Form to the Court, the Parties, or their respective counsel. Submit your Claim Form only to the Claims Administrator.

5. If you are a member of the Settlement Class and you do not timely and validly request exclusion, you will be bound by the terms of any judgment entered in the Action, including the releases provided therein, **WHETHER OR NOT YOU SUBMIT A CLAIM FORM OR RECEIVE A PAYMENT.**

¹All capitalized terms used herein that are not otherwise defined have the meanings ascribed to them in the Stipulation and Agreement of Settlement (the “Stipulation”) dated August 20, 2026, available at www.strategicclaims.net/Marex/.

II. CLAIMANT IDENTIFICATION

1. You are a Member of the Settlement Class if you purchased or otherwise acquired Marex Group plc (“Marex”) Ordinary Shares on the Nasdaq Global Select Market or in another domestic transaction from November 7, 2024 through August 5, 2025, inclusive (“Settlement Class Period”), and were allegedly damaged thereby. If you purchased and held the Marex Ordinary Shares in your name, you are the beneficial owner as well as the record owner. If, however, you purchased or otherwise acquired Marex Ordinary Shares on the Nasdaq Global Select Market or in another domestic transaction during the Settlement Class Period through a third party, such as a brokerage firm, you are the beneficial owner and the third party is the record owner.
2. Use Part I of this form to identify each beneficial owner of the Marex Ordinary Shares that form the basis of this claim, as well as the record owner if different. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL OWNER(S) OR THE LEGAL REPRESENTATIVE OF SUCH OWNER(S).**
3. All joint owners must sign this claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of the persons they represent; their authority must accompany this claim, and their titles or capacities must be stated. The last four digits of the Social Security (or Taxpayer Identification) Number and the telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in its rejection.

III. IDENTIFICATION OF TRANSACTIONS

1. Use Part II of this form to supply all required details of your transactions in and holdings of Marex Ordinary Shares. If you need more space, attach separate sheets giving all of the required information in substantially the same form, and sign and print your name on each additional sheet.
2. Provide all of the requested information with respect to all of your holdings, purchases, acquisitions, and sales of Marex Ordinary Shares from the opening of trading on November 7, 2024 through and including the close of trading on October 31, 2025 (the last trading day on or before November 2, 2025), whether or not the transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.
3. The date of covering a “short sale” is deemed to be the date of purchase or acquisition of the shares, and the date of a “short sale” is deemed to be the date of sale of the shares.
4. Copies of broker confirmations, broker account statements, or other documentation of your transactions in Marex Ordinary Shares must be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in its rejection. **THE PARTIES DO NOT HAVE INFORMATION ABOUT YOUR TRANSACTIONS.**
5. **NOTICE REGARDING INSTITUTIONAL FILERS:** Representatives with authority to file on behalf of (a) accounts of multiple 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 the Settlement website at www.strategicclaims.net/Marex/ 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 Claim 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.

6. NOTICE REGARDING ONLINE FILING: Claimants who are not Representative Filers may submit their claims online using the electronic version of the Claim Form hosted at www.strategicclaims.net/Marex/. 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 Claim 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 Claim Form.

PART I: CLAIMANT INFORMATION

Beneficial Owner's Name:		
Co-Beneficial Owner's Name (if any):		
Record Owner/Entity Name (if claimant is not an individual):		
Representative or Custodian Name (if different from Beneficial Owner(s)):		
Address 1 (street name and number):		
Address 2 (apartment, unit, or box number):		
City	State	Zip Code
Foreign Province:		Foreign Country:
Telephone Number(s):		
Email Address:		
Account Number (if filing for multiple accounts, file a separate Claim Form for each account):		
Last four digits of Social Security Number (for individuals)		Last four digits of Taxpayer Identification Number (for estates, trusts, corporations, etc.)
Claimant Account Type (check one): ☐ Individual (includes joint owners) ☐ Corporation ☐ IRA/401(k) ☐ Pension Plan ☐ Estate ☐ Trust ☐ Other: _____		

PART II: SCHEDULE OF TRANSACTIONS IN MAREX ORDINARY SHARES

1. **BEGINNING HOLDINGS** — State the total number of Marex Ordinary Shares held as of the close of trading on November 6, 2024. (Must be documented.) If none, write “zero” or “0”:

2. **PURCHASES/ACQUISITIONS DURING THE SETTLEMENT CLASS PERIOD** — Separately list each purchase/acquisition of Marex Ordinary Shares after the opening of trading on November 7, 2024 through and including the close of trading on August 5, 2025. (Must be documented.)

Date of Purchase/ Acquisition (Mo/Day/Yr)	Number of Shares Purchased/ Acquired	Purchase/ Acquisition Price Per Share	Total Purchase/ Acquisition Price (excluding taxes, commissions, fees)	Market of Purchase/ Acquisition ²
/ /		\$	\$	
/ /		\$	\$	
/ /		\$	\$	
/ /		\$	\$	
/ /		\$	\$	

3. **PURCHASES/ACQUISITIONS DURING THE 90-DAY LOOK-BACK PERIOD** — State the total number of Marex Ordinary Shares purchased/acquired from August 6, 2025 through and including the close of trading on October 31, 2025 (the last trading day on or before November 2, 2025). (Must be documented.) If none, write “zero” or “0”:

4. **SALES DURING THE SETTLEMENT CLASS PERIOD AND THE 90-DAY LOOK-BACK PERIOD** — Separately list each sale/disposition of Marex Ordinary Shares after the opening of trading on November 7, 2024 through and including the close of trading on October 31, 2025 (the last trading day on or before November 2, 2025). (Must be documented.)

Date of Sale (Mo/Day/Yr)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding taxes, commissions, fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

² In order to calculate your Claim in accordance with the Stipulation and the Plan of Allocation, please use this field to indicate the specific market or country in which the purchase/acquisition of Marex Ordinary Shares took place, whether on the Nasdaq Global Select Market or another location.

5. **ENDING HOLDINGS** — State the total number of Marex Ordinary Shares held as of the close of trading on October 31, 2025 (the last trading day on or before November 2, 2025). (Must be documented.) If none, write “zero” or “0”: _____

IV. SUBMISSION TO JURISDICTION OF THE COURT AND ACKNOWLEDGMENTS

By signing and submitting this Claim Form, the claimant(s), or the person(s) acting on behalf of the claimant(s), certify(ies) that: I (we) submit this Claim Form under the terms of the Plan of Allocation of the Net Settlement Fund described in the Notice, or any other plan of allocation approved by the Court. 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 releases set forth herein and in the Stipulation. I (we) further acknowledge that I (we) will be bound by the terms of any judgment entered in connection with the Settlement in the Action, including the releases set forth therein. I (we) agree to furnish additional information to the Claims Administrator to support this claim, including additional documentation of transactions in Marex Ordinary Shares, if required to do so. I (we) have not submitted any other claim covering the same transactions in Marex Ordinary Shares and know of no other person having done so on my (our) behalf.

V. RELEASES, WARRANTIES, AND CERTIFICATION

1. I (we) hereby warrant and represent that I am (we are) a Settlement Class Member(s) as defined in the Stipulation, that I am (we are) not excluded from the Settlement Class.
2. As a Settlement Class Member(s), I (we) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever compromise, settle, release, resolve, relinquish, waive, and discharge with prejudice each and every Released Plaintiffs' Claim against all of the Defendants' Releasees (as those terms are defined in the Stipulation). This release shall be of no force or effect unless and until the Court approves the Settlement and the Effective Date occurs.
3. 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.
4. I (we) have read and understand the contents of the Notice and this Claim Form, including the releases provided for in the Settlement and the terms of the Plan of Allocation.
5. I (we) hereby warrant and represent that I (we) have included information about all of my (our) holdings, purchases, acquisitions, and sales of Marex Ordinary Shares during the relevant periods, to the extent requested.
6. I (we) certify that I am (we are) NOT subject to backup tax withholding. (If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out this sentence.)
7. I (we) acknowledge that I (we) will be bound by and subject to the terms of any judgment that may be entered in the Action.
8. I (we) waive the right to trial by jury, to the extent it exists, and agree that, following completion of the review procedures set forth in the Stipulation, any determination made by the Court regarding the validity or amount of this claim shall be final and binding, subject to any rights that cannot lawfully be waived.

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 _____, 202_, in _____.

Signature of Claimant

Signature of Joint Claimant, if any

Print Name of Claimant

Print Name of Joint Claimant

Capacity of person signing (e.g., Beneficial
Owner, Executor, Administrator, Trustee)

REMINDER CHECKLIST

1. Please sign this Claim Form.
2. Do not highlight the Claim Form or your supporting documentation.
3. Attach only copies of supporting documentation, as these documents will not be returned.
4. Keep a copy of your Claim Form for your records.
5. If you change your address after submitting this Claim Form, please notify the Claims Administrator; otherwise, you may not receive further notices or payment.
6. If you desire confirmation that your Claim Form has been received, please send by Certified Mail, Return Receipt Requested.

THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR MAILED NO LATER THAN _____, 2026, ADDRESSED AS FOLLOWS:

Marex Securities Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 205
Media, PA 19063
Fax: (610) 565-7985
info@strategicclaims.net

Online Submissions: www.strategicclaims.net/Marex/

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

QUESTIONS? CALL (866) 274-4004 OR VISIT www.strategicclaims.net/Marex/.

EXHIBIT A-3

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

RAVISHANKER NARAYANAN, Individually
and on Behalf of All Others Similarly Situated,

Plaintiff,

v.

MAREX GROUP PLC, IAN LOWITT, and
ROBERT IRVIN,

Defendants.

Case No. 1:25-cv-08393-RA-SDA

[rel. 1:25-cv-08368-RA-SDA]

CLASS ACTION

**SUMMARY NOTICE OF (I)
PENDENCY OF CLASS ACTION,
CERTIFICATION OF SETTLEMENT
CLASS, AND PROPOSED
SETTLEMENT; (II) SETTLEMENT
HEARING; AND (III) MOTION FOR
AN AWARD OF ATTORNEYS' FEES
AND LITIGATION EXPENSES**

TO: All persons and entities that purchased or otherwise acquired ordinary shares of Marex Group plc ("Marex") on the Nasdaq Global Select Market or in another domestic transaction between November 7, 2024 and August 5, 2025, inclusive, and were allegedly damaged thereby (the "Settlement Class"):

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS WILL BE AFFECTED
BY A CLASS ACTION LAWSUIT PENDING IN THIS COURT.**

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 (the "Court"), that the above-captioned securities class action (the "Action") has been certified as a class action, for settlement purposes only, on behalf of the Settlement Class (except for certain persons and entities excluded from the Settlement Class by definition, as set forth in the full Notice of (I) Pendency of Class Action, Certification of Settlement Class, and Proposed Settlement; (II) Settlement Hearing; and (III) Motion for an Award of Attorneys' Fees and Litigation Expenses (the "Notice")), and that the Court-appointed Lead Plaintiffs, Ali Shahsavanpour and Jaimin Patel, on behalf of themselves and the Settlement Class, have reached a proposed settlement of the Action with Defendants Marex, Ian Theo Lowitt, and Crispin Robert John Irvin for \$950,000.00 in cash (the "Settlement"), that, if approved, will resolve all claims in the Action.

A hearing will be held on _____, 2026 at __:__.m. in Courtroom ____ of the United States Courthouse, 40 Foley Square, New York, New York 10007 to determine: (i) whether the proposed Settlement should be approved as fair, reasonable, and adequate; (ii) whether the Action should be dismissed with prejudice against Defendants, and the releases specified and described in the Stipulation and Agreement of Settlement dated August 20, 2026 (and in the Notice) should be granted; (iii) whether the proposed Plan of Allocation should be approved as fair and reasonable; and (iv) whether Lead Counsel's separate motion for an award of attorneys' fees of not more than one-third of the Settlement Amount, plus a proportionate share of the interest earned on the Settlement Fund, and payment of Litigation Expenses of not more than

\$75,000 (which may include awards of no more than \$2,500 to each of the Lead Plaintiffs), should be approved.

If you are a member of the Settlement Class, your rights will be affected by the pending Action and the Settlement, and you may be entitled to share in the Net Settlement Fund. If you have not yet received the Postcard Notice, you may obtain copies of the Notice and the Proof of Claim and Release Form (“Claim Form”) at www.strategicclaims.net/Marex/, or by contacting the Claims Administrator at: Marex Securities Litigation, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson St., Suite 205, Media, PA 19063, (866) 274-4004, info@strategicclaims.net.

Inquiries, other than requests for the Notice and Claim Form, may be made to Lead Counsel: Brian J. Schall, Esq. and William M. Brody, Esq., Schall Brown & Schwartz LLP, 2049 Century Park East, Suite 2460, Los Angeles, CA 90067, (310) 301-3335, brian@schallfirm.com, wbrody@schallfirm.com.

To be potentially eligible for a payment from the Settlement, you must submit a Claim Form *online or postmarked no later than* _____, 2026. If you are a Settlement Class Member and do not submit a valid Claim Form, you will not be eligible to share in the distribution of the net proceeds of the Settlement, but you will nevertheless be bound by any judgments or orders entered by the Court in the Action.

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 such that it is *received no later than* _____, 2026. If you properly exclude yourself, you will not be bound by any judgments or orders entered by the Court in the Action and you will not be eligible to share in the proceeds of the Settlement.

Any objections to the proposed Settlement, the proposed Plan of Allocation, and/or Lead Counsel’s motion for attorneys’ fees and Litigation Expenses must be filed with the Court and delivered to Lead Counsel and Defendants’ Counsel in accordance with the instructions in the Notice, such that they are *received no later than* _____, 2026.

PLEASE DO NOT CONTACT THE COURT, THE CLERK’S OFFICE, MAREX, THE OTHER DEFENDANTS, OR THEIR COUNSEL REGARDING THIS NOTICE. All questions about this notice, the proposed Settlement, or your eligibility to participate in the Settlement should be directed to the Claims Administrator or Lead Counsel.

Dated: _____, 2026

BY ORDER OF THE COURT

EXHIBIT A-4

POSTCARD NOTICE*[Front of Postcard]*

COURT-ORDERED LEGAL NOTICE Important notice about a securities class action settlement. You may be entitled to a payment. This notice may affect your legal rights. Please read it carefully. www.strategicclaims.net/Marex/	Marex Securities Litigation c/o Strategic Claims Services P.O. Box 230 600 N. Jackson St., Suite 205 Media, PA 19063 <i>Narayanan v. Marex Group plc, et al.,</i> No. 1:25-cv-08393-RA-SDA (S.D.N.Y.) [NAME] [ADDRESS 1] [ADDRESS 2]
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[Back of Postcard]

THIS CARD PROVIDES ONLY LIMITED INFORMATION ABOUT THE SETTLEMENT. VISIT WWW.STRATEGICCLAIMS.NET/MAREX/ OR CALL (866) 274-4004 FOR MORE INFORMATION.

If you purchased or otherwise acquired ordinary shares of Marex Group plc (“Marex”) on the Nasdaq Global Select Market or in another domestic transaction between November 7, 2024 and August 5, 2025, inclusive (the “Settlement Class Period”), this notice is to inform you that a class has been certified, for settlement purposes only, and that you could be entitled to a payment from a proposed \$950,000.00 cash settlement (the “Settlement”) reached with Defendants Marex, Ian Theo Lowitt, and Crispin Robert John Irvin in the above action (the “Action”). Your rights may be affected by the Action and the Settlement. A hearing will be held on _____, 2026 at __: __.m. to determine whether the proposed Settlement and the Plan of Allocation should be approved as fair, reasonable, and adequate; whether the Action should be dismissed with prejudice; and whether Lead Counsel’s separate motion for an award of attorneys’ fees of not more than one-third of the Settlement Amount, plus a proportionate share of the interest earned on the Settlement Fund, and payment of litigation expenses of not more than \$75,000 (which may include awards of no more than \$2,500 to each of the two Lead Plaintiffs) should be granted.

The proposed Settlement would resolve claims alleging that Defendants made materially false and misleading statements concerning the revenues reported in the “Securities” revenue line of Marex’s Market Making segment, in violation of the federal securities laws. Defendants deny any wrongdoing. For a full description of the Settlement and your rights, and to submit a claim, visit www.strategicclaims.net/Marex/, where you may obtain the Stipulation, the long-form Notice, and the Proof of Claim and Release Form (“Claim Form”); or you may request copies of the documents from the Claims Administrator by: (i) mail: *Marex Securities Litigation* c/o Strategic Claim Services, P.O. Box 230, 600 N. Jackson St., Suite 205, Media,

PA 19063; (ii) email: info@strategicclaims.net; or (iii) call toll-free: (866) 274-4004.

The net proceeds of the Settlement, after deduction of Court-approved attorneys' fees and expenses, notice and administration costs, and taxes, will be distributed among Settlement Class Members who submit valid claims, in exchange for the settlement of the Action and the release of claims related to it. Your share will depend on the number of valid claims submitted and the number, size, and timing of your transactions in Marex ordinary shares. If every eligible Settlement Class Member submits a valid claim, the estimated average recovery (before deduction of Court-approved fees, expenses, and costs) would be approximately \$0.03 per allegedly damaged share.

To qualify for a payment, you must submit a Claim Form, with supporting documentation, online or postmarked by _____, 2026. If you do not want to be legally bound by the Settlement, you must exclude yourself by a written request received by _____, 2026, or you will not be able to sue the Defendants about the legal claims resolved in this case. If you exclude yourself, you cannot receive money from this Settlement. If you stay in the Settlement Class, you may object to the Settlement, the Plan of Allocation, and/or the fee and expense motion by a written objection received by _____, 2026. The long-form Notice explains how to submit a claim, exclude yourself, or object.

All capitalized terms not defined in this Postcard Notice have the meanings ascribed to them in the Stipulation and Agreement of Settlement, available at www.strategicclaims.net/Marex/.

EXHIBIT B

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

RAVISHANKER NARAYANAN, Individually
and on Behalf of All Others Similarly Situated,

Plaintiff,

v.

MAREX GROUP PLC, IAN LOWITT, and
ROBERT IRVIN,

Defendants.

Case No. 1:25-cv-08393-RA-SDA
[rel. 1:25-cv-08368-RA-SDA]

CLASS ACTION

**[PROPOSED] JUDGMENT
APPROVING CLASS ACTION
SETTLEMENT**

WHEREAS, a class action is pending in this Court entitled *Narayanan v. Marex Group plc, et al.*, No. 1:25-cv-08393-RA-SDA (S.D.N.Y.) (the “Action”);

WHEREAS, (a) Lead Plaintiffs Ali Shahsavanpour and Jaimin Patel (“Lead Plaintiffs”), on behalf of themselves and the Settlement Class (defined below), and (b) Defendants Marex Group plc (“Marex” or the “Company”), Ian Theo Lowitt, and Crispin Robert John Irvin (the “Individual Defendants” and, together with Marex, “Defendants”) entered into a Stipulation and Agreement of Settlement dated August 20, 2026 (the “Stipulation”), which provides for a complete dismissal with prejudice of the claims asserted against Defendants in the Action, on the terms and conditions set forth in the Stipulation, subject to the approval of this Court (the “Settlement”);

WHEREAS, unless otherwise defined in this Judgment, all capitalized terms used herein shall have the same meanings as set forth in the Stipulation;

WHEREAS, by Order dated _____, 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 proposed 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 _____, 2026 (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; and (b) whether a judgment should be entered dismissing the Action with prejudice as against Defendants and authorizing the Releases specified and described in the Stipulation (and in the Notice); and

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 HEREBY ORDERED, ADJUDGED, AND DECREED:

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

2. **Incorporation of Settlement Documents.** This Judgment incorporates and makes a part hereof: (a) the Stipulation, including its exhibits; and (b) the Notice, the Postcard Notice, and the Summary Notice, all of which were previously filed with the Court.

3. **Class Certification for Settlement Purposes** or otherwise acquired Marex Ordinary Shares on the Nasdaq Global Select Market or in another domestic transaction between November 7, 2024 and August 5, 2025, inclusive, and were allegedly damaged thereby.

Excluded from the Settlement Class are: (i) Defendants; (ii) the present and former officers and directors of Marex during the Settlement Class Period; (iii) the Immediate Family members of any of the foregoing natural persons; (iv) any entity in which any Defendant has or had a controlling interest; (v) the legal representatives, heirs, successors, and assigns of any of the foregoing; and (vi) those persons and entities listed on Exhibit 1 hereto, who or which filed valid and timely requests for exclusion in accordance with the Preliminary Approval Order.

4. Adequacy of Representation. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for purposes of the Settlement only, the Court hereby affirms its determinations in the Preliminary Approval Order certifying Lead Plaintiffs Ali Shamsavanpour and Jaimin Patel as Class Representatives for the Settlement Class and appointing Schall Brown & Schwartz LLP as Class Counsel for the Settlement Class. Lead Plaintiffs and Lead 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 Rules 23(a)(4) and 23(g) of the Federal Rules of Civil Procedure, respectively.

5. Settlement Notice. The Court finds that the dissemination of the Postcard Notice, the posting of the Notice, the Claim Form, and the Stipulation on the Settlement website, and the publication of the Summary Notice: (a) were implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action, (ii) the effect of the proposed Settlement (including the Releases to be provided thereunder), (iii) Lead Counsel's motion for an award of attorneys' fees and payment of Litigation Expenses, (iv) their right to object to any aspect of the Settlement, the Plan of Allocation, and/or the fee and expense motion, (v) their right to exclude

themselves from the Settlement Class, and (vi) their right to appear at the Settlement Hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended, and all other applicable law and rules. No Settlement Class Member is relieved from the terms of the Settlement and the Stipulation, including the Releases provided for therein, based upon the contention or proof that such Settlement Class Member did not receive actual notice, provided that notice was given in accordance with the Preliminary Approval Order. A full opportunity has been offered to Settlement Class Members to object to the proposed Settlement and to participate in the Settlement Hearing. The Court further finds that the notice requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, have been satisfied and that the statutory waiting period has elapsed. It is hereby determined that all Settlement Class Members are bound by this Judgment, except those persons and entities listed on Exhibit 1 hereto.

6. Final Settlement Approval and Dismissal of Claims. Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and finally approves the Settlement set forth in the Stipulation in all respects (including, without limitation, the Settlement Amount, the Releases provided for therein, and the dismissal with prejudice of the claims asserted against Defendants in the Action), and finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Settlement Class. In particular, the Court finds, pursuant to Rule 23(e)(2), that: (a) Lead Plaintiffs and Lead Counsel have adequately represented the Settlement Class; (b) the Settlement was negotiated at arm's length by the Parties through experienced counsel; (c) the relief provided to the Settlement Class under the Settlement is

adequate, taking into account the costs, risks, and delay of trial and appeal (including the risks of establishing liability, loss causation, and damages), the effectiveness of the proposed method of distributing the Settlement Fund to the Settlement Class, the terms of the proposed award of attorneys' fees (including the timing of payment), and the agreement identified pursuant to Rule 23(e)(3); and (d) the Settlement treats members of the Settlement Class equitably relative to each other. The Parties are directed to implement, perform, and consummate the Settlement in accordance with the terms and provisions of the Stipulation.

7. The Action and all of the claims asserted against Defendants in the Action by Lead Plaintiffs and the other Settlement Class Members are hereby dismissed with prejudice. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Stipulation.

8. **Binding Effect.** The terms of the Stipulation and of this Judgment shall be forever binding on Defendants, Lead Plaintiffs, and all other Settlement Class Members (regardless of whether or not any individual Settlement Class Member submits a Claim Form or seeks or obtains a distribution from the Net Settlement Fund), as well as their respective heirs, executors, administrators, predecessors, successors, and assigns. The persons and entities listed on Exhibit 1 hereto are excluded from the Settlement Class pursuant to request and are not bound by the terms of the Stipulation or this Judgment.

9. **Releases.** The Releases set forth in Section 5 of the Stipulation, together with the definitions contained in the Stipulation relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

(a) Without further action by anyone, and subject to paragraph 10 below, upon the Effective Date of the Settlement, Lead Plaintiffs and each of the other Settlement Class

Members, on behalf of themselves and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of this Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed each and every Released Plaintiffs' Claim against Defendants and the other Defendants' Releasees, and shall forever be barred and enjoined from commencing, instituting, prosecuting, maintaining, or continuing to prosecute any action or other proceeding, in any court of law or equity, arbitration tribunal, administrative forum, or other forum of any kind, asserting any of the Released Plaintiffs' Claims against any of the Defendants' Releasees. This Release shall not apply to any Excluded Claims;

(b) Without further action by anyone, and subject to paragraph 10 below, upon the Effective Date of the Settlement, Defendants, on behalf of themselves and each of the other Defendants' Releasees, shall be deemed to have, and by operation of law and of this Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed each and every Released Defendants' Claim against Lead Plaintiffs and the other Plaintiffs' Releasees, and shall forever be barred and enjoined from commencing, instituting, prosecuting, maintaining, or continuing to prosecute any of the Released Defendants' Claims against any of the Plaintiffs' Releasees. This Release shall not apply to any person or entity listed on Exhibit 1 hereto; and

(c) Upon the Effective Date, to the fullest extent permitted by law, the Stipulation shall operate conclusively as an estoppel and full defense in the event, and to the extent, of any claim, demand, action, or proceeding brought by a Settlement Class Member

against any of the Defendants' Releasees with respect to any Released Plaintiffs' Claim, or brought by any Defendant or Defendants' Releasee against any of the Plaintiffs' Releasees with respect to any Released Defendants' Claim.

10. Notwithstanding paragraphs 9(a)–(c) above, nothing in this Judgment shall bar any action or claim by any of the Parties or the Releasees to enforce or effectuate the terms of the Stipulation or this Judgment.

11. PSLRA Discharge and Contribution Bar; Judgment Reduction. In accordance with the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4(f)(7):

(a) Pursuant to 15 U.S.C. § 78u-4(f)(7)(A), this Judgment constitutes a final discharge of each Defendant from all claims for contribution brought by other persons, whether arising under federal, state, or common law, based upon, arising out of, relating to, or in connection with the Released Plaintiffs' Claims or the matters alleged in the Action. All persons are hereby permanently barred, enjoined, and restrained from commencing, prosecuting, or asserting any such claim for contribution against any Defendant arising out of the Action, and each Defendant is hereby permanently barred, enjoined, and restrained from commencing, prosecuting, or asserting any claim for contribution against any person arising out of the Action, except as permitted by 15 U.S.C. § 78u-4(f)(7)(A)(ii); and

(b) Pursuant to 15 U.S.C. § 78u-4(f)(7)(B), if any Settlement Class Member obtains a subsequent verdict or judgment against any person other than a Defendant based upon, arising out of, or relating to the matters alleged in the Action, such verdict or judgment shall be reduced by the greater of: (i) an amount that corresponds to the percentage of responsibility of the Defendants for the loss to such Settlement Class

Member; or (ii) the amount paid by or on behalf of the Defendants to such Settlement Class Member pursuant to the Settlement.

12. Rule 11 Findings. Pursuant to 15 U.S.C. § 78u-4(c)(1), the Court finds that the Parties and their respective counsel have complied with each requirement of Rule 11(b) of the Federal Rules of Civil Procedure with respect to the complaint, the amended complaint, and all other pleadings and dispositive submissions in the Action; the Court notes that no responsive pleading or dispositive motion had been filed at the time the Parties reached the Settlement.

13. No Admissions. Neither this Judgment, the Stipulation (whether or not consummated), including its exhibits and the Plan of Allocation (or any other plan of allocation that may be approved by the Court), the Term Sheet, the Supplemental Agreement, the negotiations leading to the execution of the Term Sheet and the Stipulation, nor any proceedings taken pursuant to or in connection with the Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith), shall be offered or received against any of the Releasees, or used in any manner, except as provided in ¶ 10 of the Stipulation, which is incorporated herein by reference. Without limiting the foregoing, the Releasees and their respective counsel may file the Stipulation and/or this Judgment in any action or proceeding that may be brought against them in order to support a defense, claim, or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim, or in connection with any proceeding to enforce the terms of the Stipulation or this Judgment.

14. Retention of Jurisdiction. Without affecting the finality of this Judgment in any way, this Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of

the administration, interpretation, implementation, and enforcement of the Settlement; (b) the disposition of the Settlement Fund; (c) any motion for an award of attorneys' fees and/or Litigation Expenses, and any award to Lead Plaintiffs pursuant to 15 U.S.C. § 78u-4(a)(4), to be paid from the Settlement Fund; (d) any motion to approve the Plan of Allocation; (e) any motion to approve a Class Distribution Order; and (f) the Settlement Class Members, for all matters relating to the Action.

15. Separate orders shall be entered regarding approval of the Plan of Allocation and Lead Counsel's separate motion for an award of attorneys' fees and payment of Litigation Expenses. Such orders shall in no way affect or delay the finality of this Judgment and shall not affect or delay the Effective Date of the Settlement.

16. **Modification of the Stipulation.** Without further approval from the Court, Lead Plaintiffs 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, Lead Plaintiffs and Defendants may agree to reasonable extensions of time to carry out any provisions of the Settlement.

17. **Termination of Settlement.** If the Settlement is terminated as provided in the Stipulation, or the Effective Date of the Settlement otherwise fails to occur, this Judgment shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation, and this Judgment shall be without prejudice to the rights of Lead Plaintiffs, the other Settlement Class Members, and Defendants, and the Parties shall revert to

their respective statuses and positions in the Action as of the date of execution of the Term Sheet, as provided in the Stipulation.

18. Entry of Final Judgment. There is no just reason to delay the entry of this Judgment as a final judgment in this Action. Accordingly, the Clerk of the Court is expressly directed to enter this final Judgment in this Action forthwith.

SO ORDERED this ____ day of _____, 202__.

HONORABLE RONNIE ABRAMS
UNITED STATES DISTRICT JUDGE

Exhibit 1

List of Persons and Entities Excluded from the Settlement Class Pursuant to Request
[To be appended following the exclusion deadline]