



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

LAWRENCE BASS,	:	
	:	
Plaintiff,	:	
	:	C.A. No. 2022-0778-JTL
v.	:	
	:	
GENEVE HOLDINGS, INC., STEVEN B.	:	
LAPIN, ROY T.K. THUNG, and TERESA	:	
HERBERT,	:	
	:	
Defendants.	:	

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

This Stipulation and Agreement of Settlement, Compromise, and Release, dated November 27, 2024 (the “**Stipulation**” and the settlement embodied herein the “**Settlement**”), is entered into in the above-captioned action (the “**Action**”) by and among the following parties: (i) Plaintiff Lawrence Bass (“**Plaintiff**”), individually and on behalf of the Class (as defined below); (ii) Geneve Holdings, Inc. (“**Geneve**”), Steven B. Lapin (“**Lapin**”), Roy T.K. Thung (“**Thung**”), and Teresa Herbert (“**Herbert**”) (collectively, “**Defendants**”); and (iii) Non-Party Independence Holding Company (“**IHC**”) (and together with Plaintiff and Defendants, the “**Settling Parties**,” and each a “**Settling Party**” to the Settlement). This Stipulation is submitted pursuant to Court of Chancery Rule 23.

Subject to the terms and conditions set forth herein and the approval of the Court, the Settlement embodied in this Stipulation is intended to: (i) be a full and

final disposition of the Action; (ii) state all of the terms of the Settlement and the resolution of the Action; (iii) fully and finally compromise, resolve, dismiss, discharge and settle each and every one of the Released Plaintiff's Claims, as defined below, against Defendants and to release the Released Plaintiff's Claims, as defined below, as to each and every one of the Released Defendant Parties, as defined below; and (iv) fully and finally compromise, resolve, dismiss, discharge and settle each and every one of the Released Defendants' Claims, as defined below, against each and every one of the Released Plaintiff Parties, as defined below.¹

WHEREAS:

A. On November 9, 2021, IHC announced a transaction in which Geneve proposed to acquire the shares of IHC common stock that it did not already own for \$57.00 per share in cash (the "**Transaction**").

B. On December 30, 2021, Plaintiff sent IHC a demand to inspect IHC's books and records pursuant to 8 *Del. C.* § 220 (the "**220 Demand**") concerning the proposed Transaction. Plaintiff received 90 documents (520 pages), including emails, in connection with the 220 Demand.

C. On February 15, 2022, the Transaction closed (the "**Closing**").

¹ All terms herein with initial capitalization shall, unless defined elsewhere in this Stipulation, have the meanings given to them in Article I, Paragraph 1.

D. On September 1, 2022, Plaintiff filed a Verified Class Action Complaint (the “**Complaint**”) (Trans. ID 68015752) against Defendants, commencing the action styled as *Lawrence Bass v. Geneve Holdings et al.*, C.A. No. 2022-0778-JTL (as defined above, the “**Action**”).

E. On November 28, 2022, Defendants filed a Motion to Dismiss the Complaint, accompanied by an Opening Brief in Support of their Motion to Dismiss the Complaint (Trans. ID 68425556).

F. On December 22, 2022, Plaintiff filed an Answering Brief in Opposition to Defendants’ Motion to Dismiss the Complaint (Trans. ID 68720867).

G. On February 17, 2023, Defendants filed a Reply Brief in Further Support of their Motion to Dismiss the Complaint (Trans. ID 69178173).

H. On May 1, 2023, the Court held oral argument on the Motion to Dismiss. At the hearing, the Court deferred ruling on the Motion to Dismiss and suggested that Plaintiff and Defendants engage in limited discovery concerning certain limited topics (the “**Limited Topics**”).

I. On May 15, 2023, Plaintiff and Defendants entered into a Stipulation and Order Governing Limited Scope Discovery (Trans. ID 70036023).

J. From May 15, 2023 to October 6, 2023, the Settling Parties engaged in expedited discovery concerning the Limited Topics. Plaintiff served document requests and interrogatories upon Defendants and served subpoenas upon third

parties, including Perella Weinberg (“**Perella**”), the financial advisor to the special committee of IHC’s board of directors. Plaintiff received 736 documents (2,524 pages) from Defendants and third parties on the Limited Topics. Defendants provided privilege logs in connection with their productions. Plaintiff’s Counsel deposed six witnesses, three of whom were deposed in both their individual and Rule 30(b)(6) designee capacities.

K. On October 17, 2023, Plaintiff filed a Verified Supplemental Complaint (“**Supplemental Complaint**”) in the Action (Trans. ID 71120543).

L. On January 5, 2024, Defendants filed a Motion to Dismiss the Supplemental Complaint, which was accompanied by a Supplemental Opening Brief in Support of their Motion to Dismiss the Complaint and Supplemental Complaint (Trans. ID 71750946).

M. On February 23, 2024, Plaintiff filed a Supplemental Answering Brief in Opposition to Defendants’ Motion to Dismiss the Complaint and Supplemental Complaint (Trans. ID 72131035).

N. On April 15, 2024, Defendants filed a Supplemental Reply Brief in Further Support of their Motion to Dismiss the Complaint and Supplemental Complaint (Trans. ID 72749255).

O. The hearing to consider Defendants’ Motion to Dismiss the Complaint and Supplemental Complaint was scheduled for October 21, 2024 at 1:30 p.m.

P. On September 25, 2024, the Settling Parties reached an agreement in principle to settle the Action.

Q. On September 26, 2024, Plaintiff's Counsel and Defendants' Counsel jointly informed the Court of the settlement of the Action in principle and requested a stay of further proceedings pending submission of the Settlement for Court approval.

R. Plaintiff, through Plaintiff's Counsel, has conducted an investigation and pursued discovery relating to the claims against each Defendant and the underlying events and transactions alleged in the Action. Plaintiff's Counsel has analyzed the evidence adduced during their investigation and through the discovery in the Action described above, and have also researched the applicable law with respect to the claims asserted in the Action and the potential defenses thereto.

S. Based upon their investigation and prosecution of the Action, Plaintiff and Plaintiff's Counsel have concluded that the terms and conditions of the Settlement and this Stipulation are fair, reasonable, and adequate to Plaintiff and the other Class Members, as defined below, and in their best interests. Based on his direct oversight of the prosecution of this matter, along with the input of Plaintiff's Counsel, Plaintiff has agreed to settle the claims raised in the Action pursuant to the terms and provisions of this Stipulation, after considering: (i) the substantial benefits that Plaintiff and the other Class Members will receive from the resolution of the

Action; (ii) the attendant risks of litigation; and (iii) the desirability of permitting the Settlement to be consummated as provided by the terms of this Stipulation. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Plaintiff of any infirmity in the claims asserted in the Action.

T. Defendants deny all allegations of wrongdoing, fault, liability, or damage to Plaintiff or to any other member of the Class, and further deny that Plaintiff has asserted a valid claim as to any of them. Defendants further deny that they engaged in any wrongdoing or committed, or aided or abetted, any violation of law or breach of duty and believe that they acted properly, in good faith, and in a manner consistent with their legal duties and are entering into this Settlement and Stipulation solely to avoid the substantial burden, expense, inconvenience, and distraction of continued litigation and to resolve each of the Released Plaintiff's Claims, as defined below, as against the Released Defendant Parties, as defined below. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of or an admission or concession on the part of any of the Defendants with respect to any claim or factual allegation or of any fault or liability or wrongdoing or damage whatsoever or any infirmity in the defenses that any of the Defendants have or could have asserted.

U. The Settling Parties recognize that the Action has been filed and prosecuted by Plaintiff in good faith and defended by Defendants in good faith, and that the Settlement Amount, as defined below, to be paid, and the other terms of the Settlement as set forth herein, were negotiated at arm's-length, in good faith, and reflect an agreement that was reached voluntarily after consultation with experienced legal counsel.

NOW THEREFORE, it is **STIPULATED AND AGREED**, by and among Plaintiff (individually and on behalf of the Class), Defendants, and IHC that, subject to the approval of the Court under Court of Chancery Rule 23 and the other conditions set forth in Article VI, for good and valuable consideration set forth herein and conferred on Plaintiff and the Class, the sufficiency of which is acknowledged, the Action against the Defendants shall be finally and fully settled, compromised, and dismissed, on the merits and with prejudice, and that the Released Plaintiff's Claims, as defined below, shall be finally and fully compromised, settled, released, discharged, and dismissed with prejudice against the Defendants and released as to the Released Defendant Parties, as defined below, and that the Released Defendants' Claims, as defined below, shall be finally and fully compromised, settled, released, and discharged as to the Released Plaintiff Parties, as defined below, in the manner set forth herein.

I. DEFINITIONS

1. In addition to the terms defined elsewhere in this Stipulation, the following capitalized terms, as used in this Stipulation and any exhibits attached hereto and made a part hereof, shall have the meanings given to them below:

(a) “**Account**” means the account that is maintained by Plaintiff’s Counsel and into which the Settlement Amount shall be deposited.

(b) “**Administrative Costs**” means all costs, expenses, and fees associated with administering or carrying out the terms of the Settlement, other than the Notice Costs (as defined below). Administrative Costs are not part of the Fee and Expense Award.

(c) “**Claims**” means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, diminutions in value, costs, debts, expenses, interest, penalties, fines, sanctions, fees, attorneys’ fees, expert or consulting fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including known claims and Unknown Claims, whether direct, individual, class, derivative, representative, legal, equitable or of any other type, or in any other capacity, whether

based on state, local, foreign, federal, statutory, regulatory, common or any other law, rule, or regulation.

(d) “**Class**” means a non-opt-out class consisting of all record holders and beneficial owners of shares of IHC common stock whose shares were exchanged for or who had the right to receive in exchange \$57.00 per share in cash at the Closing of the Transaction, including each such Class Member’s heirs, successors in interest, successors, transferees, and assigns, but excluding the Excluded Persons, as defined below. The Settling Parties estimate that the Class consists of approximately 4.9 million shares.

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

(f) “**Closing**” means the consummation of the Transaction on February 15, 2022.

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

(h) “**Defendants’ Counsel**” means the law firm of Paul, Weiss, Rifkind, Wharton & Garrison LLP.

(i) “**DTCC**” means The Depository Trust & Clearing Corporation, including its subsidiary The Depository Trust Company.

(j) “**DTCC Participants**” means the DTCC participants to which DTCC distributed the Transaction Consideration.

(k) **“Effective Date”** means the first date by which all of the events and conditions specified in Paragraph 13 of this Stipulation have been met and have occurred or have been waived.

(l) **“Eligible Class Members”** means Class Members who held shares of IHC common stock at the Closing and therefore received or were entitled to receive the Transaction Consideration. For the avoidance of doubt, Eligible Class Members exclude all Excluded Persons.

(m) **“Escrow Agent”** means the law firm of Block & Leviton LLP or its successor(s) which shall hold any and all escrowed funds in the Account.

(n) **“Excluded Persons”** means (i) each Defendant, (ii) any person who was a Geneve officer or director at Closing, (iii) members of the Immediate Family of any of the foregoing, and (iv) any entity in which any of the Defendants has a controlling interest.

(o) **“Fee and Expense Award”** means an award to Plaintiff’s Counsel of fees and expenses to be paid from the Settlement Fund, approved by the Court and in full satisfaction of all claims for fees and expenses that have been, could be, or could have been asserted by Plaintiff’s Counsel or any other counsel or any Class Member with respect to the Settlement Fund or against Defendants or IHC relating to the Settlement Fund. The Fee and Expense Award does not include

Administrative Costs or Notice Costs, which are to be paid separately from the Settlement Fund.

(p) “**Final**,” when referring to the Judgment or any other court order, means (i) if no appeal is filed, the expiration date of the time provided for filing or noticing of any motion for reconsideration, reargument, appeal, or other review of the order; or (ii) if there is an appeal from the Judgment or order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari, reconsideration, or otherwise to review the Judgment or order, or (b) the date the Judgment or order is affirmed in all material respects on an appeal or after reconsideration or other review and is no longer subject to review upon appeal, the expiration of the time to file a petition for a writ of certiorari, reconsideration, reargument, or other form of review, or the denial of a writ of certiorari, reconsideration, reargument, or other form of review, and, if certiorari, reconsideration, or other form of review is granted, the date of final affirmance of the Judgment or order following review pursuant to that grant; provided, however, that any disputes, proceeding, or appeals relating solely to an order issued with respect to (i) the amount, payment, or allocation of attorneys’ fees, costs, and expenses, or (ii) the plan of allocation of the Net Settlement Fund (as submitted or subsequently modified) shall have no effect on the finality of the Judgment, shall not delay determining the date on which the Judgment becomes Final, and shall not

otherwise prevent, limit or affect the Judgment, or prevent, limit, delay or hinder the entry of the Judgment.

(q) “**Immediate Family**” means parents, children, stepchildren and spouses (a “**spouse**” shall mean a husband, a wife, or a partner in a state-recognized domestic relationship).

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

(s) “**Long-Form Notice**” means the Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as **Exhibit B**, which is to be made available to Class Members via internet distribution and by first-class mail or email.

(t) “**Net Settlement Fund**” means the Settlement Fund less (i) any and all Notice Costs; (ii) any and all Administrative Costs; (iii) any and all Taxes; (iv) any Fee and Expense Award; and (v) any other fees, costs, and expenses approved by the Court.

(u) “**Notice**” means the Long-Form Notice and Publication Notice, collectively.

(v) “**Notice Costs**” means all costs, expenses, and fees associated with providing notice of the Settlement to the Class. Notice Costs are not part of the Fee and Expense Award.

(w) “**Plan of Allocation**” means the proposed plan of allocation of the Net Settlement Fund set forth in the Notice.

(x) “**Plaintiff’s Counsel**” means the law firm of Block & Leviton LLP.

(y) “**Publication Notice**” means the Summary Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as **Exhibit C**, to be published as set forth in an Order in the form attached hereto as **Exhibit A** (the “**Scheduling Order**”).

(z) “**Released Claims**” means the Released Plaintiff’s Claims and the Released Defendants’ Claims.

(aa) “**Released Defendant Parties**” means (i) Defendants; (ii) IHC; (iii) the Immediate Family of any Defendant who is a natural person; (iv) Defendants’ and IHC’s past or present, direct or indirect, affiliates, members, partners, partnerships, investment managers, advisors and funds, subsidiaries, parents, predecessors, and successors (collectively, “**Affiliates**”); (v) all past or present officers, directors, employees, associates, agents, advisors, members,

partners, experts, financial or investment advisors, insurers, and attorneys (including Defendants' Counsel) of Defendants, IHC, and their respective Affiliates; (vi) all artificial persons, firms, trusts, foundations, corporations, partnerships, member firms, limited liability companies, divisions, joint ventures, or other entities, organizations, or associations, in which any of the Defendants, IHC, or their Affiliates have a financial interest; and (viii) the legal representatives, heirs, executors, administrators, predecessors, successors, transferees, and assigns of any of the foregoing.

(bb) **“Released Defendants’ Claims”** means any and all Claims, including Unknown Claims, that have been or could have been asserted in the Action, or in any court, tribunal, forum or proceeding, by the Releasing Defendant Parties, or any of their respective successors and assigns against any of the Released Plaintiff Parties, and any of their respective successors and assigns, that relate to or arise out of the institution, prosecution, settlement or dismissal of the Action; provided, however, that the Released Defendants’ Claims shall not include Claims to enforce this Stipulation.

(cc) **“Released Parties”** means the Released Plaintiff Parties and the Released Defendant Parties.

(dd) **“Released Plaintiff’s Claims”** means any and all Claims, including Unknown Claims, that the Releasing Plaintiff Parties or any other Class

Member (i) asserted in the Action or (ii) ever had, now has, or may have, directly, representatively, or derivatively, arising out of or relating in any manner to: (1) the Transaction, (2) any control or participation of any of the Released Defendant Parties with respect to the Transaction; (3) the Action, or (4) any claims, allegations, transactions, facts, circumstances, events, acts, disclosures, statements, representations, omissions, or failures to act alleged, set forth, referred to, or involved in any of the complaints filed in the Action. The Released Plaintiff's Claims shall not include claims to enforce this Stipulation.

(ee) **“Released Plaintiff Parties”** means Plaintiff, all other Class Members, and their respective past and present trustees, officers, directors, employees, agents, affiliates, insurers, partners, advisors, experts and attorneys (including Plaintiff's Counsel), or any of their respective successors and assigns.

(ff) **“Releases”** means the releases set forth in Paragraphs 5-6 of this Stipulation.

(gg) **“Releasing Defendant Parties”** means Defendants and the Released Defendant Parties, on behalf of themselves and their successors and assigns.

(hh) **“Releasing Parties”** means the Releasing Plaintiff Parties and the Releasing Defendant Parties.

(ii) “**Releasing Plaintiff Parties**” means Plaintiff, all other Class Members, all Excluded Persons, and all Released Plaintiff Parties, on behalf of themselves and their successors and assigns.

(jj) “**Settlement**” means the settlement between Plaintiff, Defendants, and IHC on the terms and conditions set forth in this Stipulation.

(kk) “**Settlement Administrator**” means the settlement administrator selected by Plaintiff to provide notice of Settlement to the Class and administer the Settlement.

(ll) “**Settlement Amount**” means eleven million dollars (\$11,000,000.00) in cash.

(mm) “**Settlement Fund**” means the Settlement Amount plus any and all interest earned thereon.

(nn) “**Settlement Hearing**” means the hearing to be set by the Court under Court of Chancery Rule 23 to consider, among other things, final approval of the Settlement.

(oo) “**Taxes**” means: (i) all federal, state and/or local taxes of any kind on any income earned by the Settlement Fund; and (ii) the reasonable expenses and costs incurred by Plaintiff’s Counsel in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants).

(pp) “**Transaction Consideration**” means consideration that IHC stockholders were entitled to receive under the terms of the Transaction.

(qq) “**Unknown Claims**” means (i) any Released Plaintiff’s Claims that the Releasing Plaintiff Parties do not know or suspect to exist in his, her, its, or their favor at the time of the release of the Released Plaintiff’s Claims, as well as (ii) any Released Defendants’ Claims that any Releasing Defendant Party does not know or suspect to exist in his, her, its, or their favor at the time of the release of the Released Defendants’ Claims, which, if known by him, her, it, or them might have affected his, her, its, or their decision(s) with respect to the Settlement. Plaintiff and Defendants acknowledge, and the other Releasing Plaintiff Parties and Releasing Defendant Parties by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Plaintiff’s Claims and the Released Defendants’ Claims, but that it is the intention of Plaintiff and Defendants, and by operation of law the other Releasing Plaintiff Parties and Releasing Defendant Parties, to completely, fully, finally and forever extinguish any and all Released Plaintiff’s Claims and Released Defendants’ Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed and without regard to the subsequent discovery of additional or different facts. Plaintiff and Defendants also acknowledge, and the other Releasing Plaintiff Parties and Releasing Defendant

Parties by operation of law are deemed to acknowledge, that the inclusion of Unknown Claims in the definition of the Released Plaintiff's Claims and the Released Defendants' Claims is separately bargained for and is a key element of the Settlement.

II. CLASS CERTIFICATION

2. Solely for purposes of the Settlement and for no other purpose, Defendants stipulate and agree to: (a) certification of the Action as a non-opt-out class action, pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2), on behalf of the Class; (b) appointment of Plaintiff as Class representative for the Class; and (c) appointment of Plaintiff's Counsel as Class counsel for the Class. In the event that this Settlement is terminated in accordance with the terms and conditions of this Stipulation or the Effective Date fails to occur, Defendants reserve the right to oppose certification of any plaintiff class in future proceedings.

III. SETTLEMENT CONSIDERATION

3. In consideration for the full and final release, settlement, and discharge of all Released Plaintiff's Claims against the Released Defendant Parties, the Settling Parties have agreed to the following consideration:

(a) **Settlement Amount:**

(i) The Settlement Amount will be deposited by Defendants and/or their insurers into the Account within ten (10) business days after the

Scheduling Order is approved and entered by the Court (whichever is later), provided that Plaintiff's Counsel has provided all necessary wiring transfer information and payment instructions, as well as a complete Form W-9 for the Account, to Defendants' Counsel.

(ii) All funds held in the Account shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

(iii) The Settlement Fund shall be administered by the Settlement Administrator and the Escrow Agent and shall be used (i) to pay all Administrative Costs, Notice Costs, Taxes, and any other fees, costs, and expenses approved by the Court; (ii) to pay any Fee and Expense Award; and (iii) following the payment of (i) and (ii) herein, for subsequent disbursement of the Net Settlement Fund to the Eligible Class Members as provided in Paragraph 3(b) herein. For the avoidance of doubt, the Settling Parties agree and confirm that no amount of the Settlement Amount or Settlement Fund constitutes, represents or is substantially equivalent to, an increase of the Transaction Consideration or any other consideration paid or proposed to be paid in connection with the Transaction.

(iv) Upon approval of the Scheduling Order, the Settlement Administrator and Escrow Agent may incur Administrative Costs and Notice Costs to issue the Notice (as defined below) in an aggregate amount up to \$250,000.00.

(v) Apart from the Settlement Amount, Defendants and the Released Defendant Parties shall have no further monetary obligation to Plaintiff or the Class Members or Plaintiff's Counsel under this Settlement. For the avoidance of doubt, neither Plaintiff, the Class Members, nor Plaintiff's Counsel shall seek any other relief, whether legal, equitable, or otherwise, as a condition of the Settlement, and the Released Defendant Parties shall have no other obligations, liabilities or responsibilities in connection with the Settlement, or Settlement Fund, except as specifically set forth herein.

(b) **Distribution of the Settlement Fund:**

i. For purposes of providing notice of the Settlement to potential Class Members, as soon as practicable following the entry of the Scheduling Order, IHC will use reasonable efforts to provide or cause to be provided—at no cost to the Settlement Fund, Plaintiff, Plaintiff's Counsel, or the Settlement Administrator—to the Settlement Administrator or Plaintiff's Counsel in electronic format, the stockholder register from IHC's transfer agent containing (to the extent available) the names, mailing addresses, and email addresses (as

available) for all registered or record holders of IHC common stock as of the Closing (the “**Class Member Records**”).

ii. For purposes of distributing the Net Settlement Fund to Eligible Class Members, within thirty (30) business days after execution of the Stipulation, IHC and/or Defendants, at no cost to the Settlement Fund, Plaintiff, Plaintiff’s Counsel, or the Settlement Administrator, shall use their reasonable efforts to cause to be provided to Plaintiff’s Counsel or the Settlement Administrator in an electronically-searchable form, such as Excel, the following information to the extent that such information is in IHC’s possession, custody, or control, or available to IHC through other reasonable means (the “**Transaction Records**”):

a. For each of the registered holders, the number of shares of IHC common stock held as of the Closing that were exchanged for \$57.00 per share in cash upon the Closing;

b. The allocation or “chill” report generated by the DTCC, including its subsidiary the Depository Trust Company (“DTC”), in anticipation of the Transaction (the “Allocation Report”), which shall include, for each DTCC Participant, the number of shares of IHC common stock that were exchanged for \$57.00 per share upon the Closing; and

c. For each Excluded Person, as previously defined, the following information:

- a. An indication whether the Excluded Person was, as of the Closing, either (x) a registered holder of IHC common stock or (y) a beneficial holder of IHC common stock whose shares were held via a financial institution on behalf of the Excluded Person (“Beneficial Holder”);
- b. The number of shares of IHC common stock owned by the Excluded Person as of the Closing that were exchanged for \$57.00 per share in cash upon the Closing (“Excluded Shares”); and
- c. For each of the Excluded Persons that is a Beneficial Holder, the name and “DTC Number” of the financial institution(s) where their Excluded Shares were held and the Excluded Person’s account number(s) at such financial institution(s).

iii. In addition to the information to be provided under Paragraph 3(b)(ii) above, at the request of Plaintiff’s Counsel, and at no cost to the Settlement Fund, Plaintiff, Plaintiff’s Counsel, or the Settlement Administrator, IHC and Defendants will use reasonable efforts to (i) provide or cause to be provided

such additional information as may be required to distribute the Net Settlement Fund to Eligible Class Members and not to Excluded Persons and (ii) request suppression letters from Excluded Persons and/or Excluded Persons' brokers if requested to do so by DTC.

iv. Defendants and any other Excluded Person shall not have any right to receive any part of the Settlement Fund for his, her, or its own account(s) (*i.e.*, accounts in which he, she or it holds a proprietary interest, but not including accounts managed on behalf of others, so long as such others are not an otherwise Excluded Person), in each case under any theory, including but not limited to contract, application of statutory or judicial law, or equity.

v. The Net Settlement Fund shall be distributed to Eligible Class Members in accordance with the proposed Plan of Allocation set forth in the Notice or such other plan of allocation as may be approved by the Court. The Plan of Allocation for the Net Settlement Fund will be developed solely by Plaintiff or Plaintiff's Counsel or their expert, subject to Court approval. The Plan of Allocation proposed in the Notice is not a necessary term of the Settlement or of this Stipulation and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. Plaintiff and Plaintiff's Counsel may not cancel, terminate, modify, or purport to modify the Settlement (or this Stipulation) based on this Court's or any appellate court's ruling with respect to the

Plan of Allocation or any other plan of allocation in this Action. The Released Defendant Parties shall not object in any way to the Plan of Allocation or any other plan of allocation in this Action and shall not have any involvement with the application of the Court-approved plan of allocation.

vi. The Net Settlement Fund shall be distributed to Eligible Class Members only after the Effective Date of the Settlement and after: (a) all Notice Costs, Administrative Costs, Taxes, and any other fees, costs, and expenses as may be approved by the Court, and any Fee and Expense Award have been paid from the Settlement Fund or reserved; and (b) the Court has entered an order authorizing the specific distribution of the Net Settlement Fund (the “**Class Distribution Order**”). Plaintiff’s Counsel will apply to the Court, on notice to Defendants’ Counsel, for the Class Distribution Order.

vii. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Eligible Class Members. Defendants, IHC, their respective insurers, the Released Defendant Parties, and their respective counsel shall have no liability whatsoever for the investment or distribution of, including but not limited to any acts or omission as to, the Settlement Fund or the Net Settlement Fund, the determination, administration, or calculation of any payment from the Net Settlement Fund, any nonperformance of the Settlement Administrator or a nominee holding shares on behalf of an Eligible Class Member, the payment or withholding

of Taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith, whether or not by Plaintiff, Plaintiff's Counsel, the Settlement Administrator or any of their agents.

viii. All proceedings with respect to the administration of the Settlement and distribution pursuant to the Class Distribution Order shall be subject to the exclusive jurisdiction of the Court.

(c) **Costs of Distribution:** Plaintiff's Counsel shall be responsible for paying out of the Account all Administrative Costs associated with the allocation and distribution of the Net Settlement Fund (including the costs, if any, associated with escheat).

(d) **Investment and Disbursement of the Settlement Fund:**

i. The Settlement Fund deposited in accordance with Paragraph 3(a) above shall be invested in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, or if the yield on such instruments is negative, in an account fully insured by the United States Government or an agency thereof, and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. The Settlement Fund shall bear all risks related to investment of the Settlement Fund. The Settlement Fund shall not be disbursed except as provided in the Stipulation or by an order of the Court.

IV. SCOPE OF THE SETTLEMENT

4. Upon entry of the Judgment, and subject to the occurrence of the Effective Date, Defendants shall be dismissed with prejudice from the Action without the award of any damages, costs, or fees or the grant of further relief except for the payment of the Settlement Amount as provided in this Stipulation.

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

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

7. The contemplated releases given by the Releasing Parties in this Stipulation extend to Released Claims that the Releasing Parties did not know or

suspect to exist at the time of the release, which if known, might have affected the decision to enter into this Stipulation.

8. Regarding the Released Claims, the Releasing Parties shall be deemed to have waived all provisions, rights, and benefits conferred by any law of the United States, any law of any state, or principle of common law which governs or limits a person's release of Unknown Claims to the fullest extent permitted by law, and to have relinquished, to the full extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, 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.

V. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR APPROVAL

9. As soon as practicable after execution of this Stipulation, Plaintiff shall (i) apply to the Court for entry of the Scheduling Order, providing for, among other things: (a) the dissemination by mail of the Long-Form Notice; (b) the publication of the Publication Notice; and (c) the scheduling of the Settlement Hearing to consider: (1) the proposed Settlement, (2) the request that the Judgment be entered in all material respects in the form attached hereto as **Exhibit D**, (3) Plaintiff's Counsel's application for an award of attorneys' fees and expenses, and (4) any

objections to any of the foregoing; and (ii) take all reasonable and appropriate steps to seek and obtain entry of the Scheduling Order.

10. Plaintiff shall request at the Settlement Hearing that the Court approve the Settlement and enter the Judgment.

11. The Settling Parties shall take all reasonable and appropriate steps to obtain Final entry of the Judgment in all material respects in the form attached hereto as **Exhibit D**.

12. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiff's Counsel may, without further approval from IHC, Defendants, or their insurers or further order of the Court, pay all Administrative Costs and Notice Costs to issue the Notice in an aggregate amount up to \$250,000.00. Plaintiff's Counsel and/or the Administrator for purposes of providing notice of the Settlement to the Class shall file with the Court an appropriate declaration or affidavit with respect to the preparation and dissemination of the Notice. Notice shall be provided in accordance with the Scheduling Order. Plaintiff shall retain a Settlement Administrator to disseminate Notice and for the disbursement of the Net Settlement Fund to Eligible Class Members. IHC shall reasonably cooperate with Plaintiff in providing Notice, including, but not limited to, IHC providing the Class Member Records and the Transaction Records in accordance with Paragraph 3(b) above. For the avoidance of doubt, in the event that

the Settlement is terminated pursuant to the terms of this Stipulation, all Notice Costs and Administrative Costs already paid or incurred, including any related fees, shall not be returned or repaid to Defendants, IHC, or their insurance carriers, or any other person or entity who or which paid any portion of the Settlement Fund.

VI. CONDITIONS OF SETTLEMENT

13. The Effective Date of the Settlement shall be deemed to occur on the occurrence or waiver of all of the following events, which the Settling Parties shall use their best efforts to achieve:

(a) the Court has entered the Scheduling Order in all material respects in the form attached hereto as **Exhibit A**;

(b) the Court has entered the Judgment in all material respects in the form attached hereto as **Exhibit D**; and

(c) the Judgment has become Final.

14. In the event the Settlement does not become effective pursuant to the terms herein after the Court grants final approval of the Settlement, the full value of the Settlement Amount (except for any Notice Costs and Administrative Costs already paid or incurred), including any interest accrued, shall be returned to the paying party amongst IHC, Defendants and their respective insurers for any portion of the Settlement Amount.

VII. ATTORNEYS' FEES AND EXPENSES

15. Plaintiff's Counsel will apply for an award of attorneys' fees (and any interest earned thereupon) and any and all expenses incurred in connection with the Action in an amount not to exceed 25% of the Settlement Fund, to be paid solely from the Settlement Fund (the "**Fee Application**"). Defendants agree that they shall take no position as to the Fee Application. Plaintiff's Counsel's Fee Application is not the subject of any agreement between the Settling Parties other than what is set forth in this Stipulation. The Fee Application shall be the only petition for attorneys' fees and expenses filed by or on behalf of Plaintiff and Plaintiff's Counsel. The Released Defendant Parties shall have no responsibility for or liability whatsoever with respect to the allocation or award of any Fee and Expense Award to Plaintiff's Counsel or incentive award to Plaintiff. The Fee and Expense Award shall be payable solely from the Settlement Fund, and any incentive award to Plaintiff shall be payable solely from the Fee and Expense Award.

16. An amount equal to the Fee and Expense Award shall be payable to Plaintiff's Counsel from the Settlement Fund immediately upon award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof. In the event that (i) this Stipulation is disapproved, canceled, or terminated pursuant to its terms or the Effective Date otherwise fails to occur for any reason, or (ii) the Fee

and Expense Award is disapproved, reduced, reversed or otherwise modified by Final court order, then Plaintiff's Counsel shall, within thirty (30) business days after Plaintiff's Counsel receives notice of any such event in (i) or (ii) above, return to the Account, as applicable, either the entirety of the Fee and Expense Award or the difference between the attorneys' fees and expenses awarded by the Court in the Fee and Expense Award on the one hand, and any attorneys' fees and expenses ultimately and finally awarded on appeal, further proceedings on remand or otherwise on the other hand.

17. Plaintiff's Counsel warrants that no portion of any such award of attorneys' fees or expenses shall be paid to Plaintiff, except as may be approved by the Court.

VIII. STAY PENDING FINALITY OF THE SETTLEMENT

18. The Releasing Plaintiff Parties agree not to initiate any other proceedings against any Released Defendant Party other than those incident to the Settlement itself pending the occurrence of the Effective Date. The Releasing Plaintiff Parties also agree to use their reasonable best efforts to seek the stay and dismissal of, and to oppose entry of, any interim or final relief in favor of any Class Member in any other proceedings which challenge the Settlement or the Transaction or otherwise assert or involve the commencement or prosecution of any Released

Plaintiff's Claim, either directly, representatively, derivatively, or in any other capacity, against any Released Defendant Party.

19. The Settling Parties will request the Court to order (in the Scheduling Order) that, pending final determination of whether the Settlement should be approved, the Releasing Plaintiff Parties are barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any Released Plaintiff's Claim, either directly, representatively, derivatively, or in any other capacity, against any Released Defendant Party.

IX. TAXES

20. The Settling Parties agree that the Settlement Fund, together with all interest earned on the Settlement Fund, is intended to be a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1. The Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Article IX, including, if necessary, the "relation-back election" (as defined in Treas. Reg. § 1.468B-1(j)(2)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such Treasury regulations promulgated under § 1.468B of the Internal Revenue Code of 1986, as amended. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

Defendants or IHC shall provide, or shall cause to be provided, the statement described in Treas. Reg. § 1.468B-3(e) to Plaintiff's Counsel within the time period required thereunder.

21. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns (as well as the election described in Paragraph 20 above) shall be consistent with this Article IX and in all events shall reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in Paragraph 22 below.

22. All taxes shall be paid out of the Settlement Fund and shall be timely paid by Plaintiff's Counsel without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth herein) shall be consistent with this Article IX and in all events shall reflect that all taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund, as provided herein. Any costs for the preparation of applicable tax returns shall be paid from the Settlement Fund. Defendants and the Released Defendant Parties shall not bear any tax liability in connection with the Settlement Fund, including any liability

for income taxes owed by any Class Member by virtue of their receipt of payment from the Settlement Fund.

23. IHC, Defendants, and their counsel agree to reasonably cooperate with Plaintiff's Counsel, as administrators of the Settlement Fund, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Article IX.

X. TERMINATION OF SETTLEMENT; EFFECT OF TERMINATION; EFFECT OF PARTIAL APPROVAL OF SETTLEMENT

24. Subject to Paragraphs 25 and 26 below, if either (i) the Court finally refuses to enter the Judgment in any material respect or alters the Judgment in any material respect prior to entry, or (ii) the Court enters the Judgment but on or following appellate review, the Judgment is modified or reversed in any material respect, the Settlement and this Stipulation shall be canceled and terminated unless each of the Settling Parties to this Stipulation, within ten (10) business days from receipt of such ruling, agrees in writing with the other Settling Parties hereto to proceed with this Stipulation and Settlement, including only with such modifications, if any, as to which all other Settling Parties in their sole judgment and discretion may agree. In addition to the foregoing, Plaintiff shall have the right to cancel and terminate the Settlement and this Stipulation in the event that the Settlement Amount is not paid within thirty (30) calendar days of any failure of Defendants to make the payment of the Settlement Amount in accordance with

Paragraph 3(a) above. For purposes of this Paragraph, an intent to proceed shall not be valid unless it is expressed in a signed writing. Neither a modification nor a reversal on appeal of the amount of fees, costs and expenses awarded by the Court to Plaintiff's Counsel shall be deemed a material modification of the Judgment or this Stipulation. For the avoidance of doubt, any modification of the definition of "Class" hereunder such that it means an opt-out class, rather than a non-opt-out class, shall be a material modification of the Settlement and/or the Judgment.

25. The Settling Parties agree and acknowledge that if any provision of this Stipulation is determined by a final judgment of a court of competent jurisdiction to be illegal or unenforceable, such assertion or determination shall not affect the balance of this Stipulation, which shall remain in full force and effect as such invalid provision shall be deemed severable; provided, however, that severability provided by this Paragraph 25 shall not apply to the conditions contained in Paragraph 13. Further, subject to Paragraph 24, the Settling Parties agree that if any material provision in this Stipulation is determined by a court of competent jurisdiction to be illegal or unenforceable, within five (5) business days of such determination by such court, the Settling Parties will make a good faith effort to confer concerning any necessary and appropriate modifications to the Stipulation. The Settling Parties agree to endeavor to obtain approval of the Settlement under Rule 23 of the Rules of

the Court of Chancery of the State of Delaware, including any revisions to the Stipulation made pursuant to this Paragraph.

26. If this Stipulation is disapproved, canceled, or terminated pursuant to its terms or the Effective Date of the Settlement otherwise fails to occur, (i) the Settlement and this Stipulation (other than Paragraphs 25, 26, 30, 43, 48, 50, and 51) shall be canceled and terminated; (ii) the Settling Parties shall be deemed to have reverted to their respective positions in the Action immediately before September 25, 2024, they shall negotiate a new case schedule in good faith, and they shall proceed as if the Stipulation had not been executed and the related orders had not been entered; (iii) all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice in any way; (iv) the payment received by Plaintiff and any Class Member pursuant to this Settlement or Stipulation (collectively, “Distributed Settlement Amount”), including any interest accrued, shall be returned to the paying party amongst IHC, Defendants and their respective insurers for any portion of the Settlement Amount, less any Notice Costs paid or due, and (v) the statements made in connection with the negotiations of this Stipulation shall not be deemed to prejudice in any way the positions of any of the Settling Parties with respect to the Action, or to constitute an admission of fact of wrongdoing by any Settling Party, shall not be used or entitle any Settling Party to recover any fees, costs, or expenses incurred in connection with the Action except to the extent

necessary to justify additional expenditures for any potential future fee application in the event of the failure of the Settlement, and neither the existence of this Stipulation nor its contents nor any statements made in connection with its negotiation or any settlement communications shall be admissible in evidence or shall be referred to for any purpose in the Action, or in any other litigation or judicial proceeding, except to the extent that reference to the existence of the Stipulation is necessary in the event of the failure of the Settlement to justify a request for a modified scheduling order and trial date in the Action.

XI. NO ADMISSION OF LIABILITY

27. It is expressly understood and agreed that neither the Settlement nor any act or omission in connection therewith is intended or shall be deemed or argued to be evidence of or to constitute an admission or concession by any Released Defendant Party as to (i) the truth of any fact alleged by Plaintiff; (ii) the validity of any claims or other issues raised, or which might be or might have been raised, in the Action or in any other litigation; (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any litigation; or (iv) any wrongdoing, breach, fault, or liability of any kind by any of them, which each of them expressly denies.

28. The Defendants and any Released Defendant Party may file this Stipulation and/or the Judgment in any action or proceeding, whether in this Court

or otherwise, that has been or may be brought against them in order to support a claim or defense 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 insurance litigation.

XII. MISCELLANEOUS PROVISIONS

29. All of the exhibits attached hereto are incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, if there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto, the terms of the Stipulation shall prevail.

30. 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 by or on behalf of IHC or Defendants or their insurers to be a preference, voidable transfer, fraudulent transfer, or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited into the Settlement Fund by others, then, at the election of Plaintiff, the Settling Parties shall jointly move the Court to vacate and set aside the Releases given and the Judgment entered in favor of Defendants and the other Released Defendant Parties pursuant to this Stipulation, in which event the releases and Judgment shall be null and void, and the Settling Parties shall be restored to their respective positions in the Action as

provided above and any cash amounts in the Settlement Fund (less any Taxes paid, due or owing with respect to the Settlement Fund and less any Notice Costs and Administrative Costs actually incurred, paid or payable) shall be returned as provided in Paragraph 14.

31. The Settling Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Plaintiff and any other Class Members or Releasing Plaintiff Parties against Defendants and any Released Defendant Party with respect to the Released Plaintiff's Claims. Accordingly, the Settling Parties and their counsel agree not to assert in any forum that this Action was brought by Plaintiff or defended by Defendants in bad faith or without a reasonable basis. The Settling Parties agree that the Settlement Amount and the other terms of the Settlement and this Stipulation were negotiated at arm's length and in good faith by the Settling Parties and reflect the Settlement that was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

32. While retaining their right to deny that the claims asserted in the Action were meritorious, Defendants and IHC and each of 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. In all events, each of the Settling Parties and their counsel shall not make any accusations of wrongful or actionable conduct by any Settling Party concerning the prosecution, defense, and resolution of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

33. The terms of the Settlement, as reflected in this Stipulation, may not be modified or amended, nor may any of its provisions be waived except by a writing signed on behalf of each of the Settling Parties (or their successors-in-interest).

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

35. If any deadline set forth in this Stipulation or the exhibits thereto falls on a Saturday, Sunday, or legal holiday, that deadline will be automatically extended to the next business day.

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

37. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain exclusive jurisdiction for the purpose of entering orders providing for awards of

attorneys' fees and expenses to Plaintiff's Counsel and enforcing the terms of this Stipulation, including the distribution of the Net Settlement Fund to Class Members.

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

39. This Stipulation is and shall be binding upon, and shall inure to the benefit of, the Settling Parties, the Released Parties (including as third-party beneficiaries) and their respective legal representatives, heirs, executors, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest and assigns, including without limitation any corporation or other entity with which any of them may merge, reorganize, or otherwise consolidate. The Settling Parties acknowledge and agree, for the avoidance of doubt, that the Released Defendant Parties and the Released Plaintiff Parties are intended beneficiaries of this Stipulation and are entitled to enforce the releases contemplated by the Settlement.

40. This Stipulation and its exhibits constitute the entire agreement among the Settling Parties concerning the Settlement and this Stipulation and its exhibits. Each Settling Party acknowledges that no other agreements, representations, warranties, covenants, or inducements have been made, and it is not relying upon any other agreements, representations, warranties, covenants or inducements (or the

accuracy or completeness thereof), by any Settling Party concerning this Stipulation or its exhibits other than those contained and memorialized in such documents.

41. This Stipulation may be executed in one or more counterparts, including by a .pdf/.tif image of the signature transmitted via email. All executed counterparts and each of them shall be deemed to be one and the same instrument.

42. The construction, interpretation, operation, effect, and validity of this Stipulation and all documents necessary to effectuate it shall be governed by the internal laws of the State of Delaware without regard to conflicts of laws.

43. Notwithstanding the entry of the Judgment, the Court shall retain jurisdiction with respect to the implementation, enforcement, and interpretation of the terms of the Stipulation, and all Settling Parties submit to the jurisdiction of the Court for all matters relating to the administration, enforcement, and consummation of the Settlement and the implementation, enforcement, and interpretation of the Stipulation, including, without limitation, any matters relating to awards of attorneys' fees and expenses. Each Settling Party (i) consents to personal jurisdiction in any such action (but no other action) brought in the Court; (ii) consents to service of process by registered mail upon such Settling Party or such Settling Party's agent; and (iii) waives any objection to venue in the Court and any claim that Delaware or the Court is an inconvenient forum.

44. This Stipulation shall not be construed more strictly against one Settling 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 Settling Parties, it being recognized that it is the result of arm's-length negotiations between the Settling Parties and that all Settling Parties have contributed substantially and materially to the preparation of this Stipulation.

45. All counsel and all other persons executing this Stipulation and any of the exhibits hereto, or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

46. Counsel to the Settling Parties agree to cooperate fully with one another to obtain (and, if necessary, defend on appeal) all necessary approvals of the Court required of this Stipulation (including, but not limited to, using their best efforts to resolve any objections raised to the Settlement), and to use best efforts to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

47. Plaintiff and Plaintiff's Counsel represent and warrant that Plaintiff is a Class Member and that none of Plaintiff's claims or causes of action referred to in

this Stipulation have been assigned, encumbered or otherwise transferred in any manner in whole or in part.

48. If any Settling Party is required to give notice to another Settling Party under this Stipulation, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or email transmission, with confirmation of receipt. Notice shall be provided as follows:

If to Plaintiff or Plaintiff's Counsel:	BLOCK & LEVITON LLP Attn: Kimberly Evans 222 Delaware Avenue, Suite 1120 Wilmington, DE 19801 kim@blockleviton.com
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If to Defendants, IHC or Defendants' Counsel:	PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP Attn: Andrew G. Gordon 1285 Avenue of the Americas New York, NY 10019-6064 agordon@paulweiss.com
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49. Except as otherwise provided herein, Plaintiff and Defendants shall bear their own costs.

50. Whether or not the Stipulation is approved by the Court and whether or not the Settlement is consummated, or the Effective Date occurs, the Settling Parties and their counsel shall use their best efforts to keep all negotiations, discussions, acts

performed, agreements, drafts, documents signed and proceedings in connection with the Stipulation confidential.

51. All agreements made and orders entered during the course of this Action relating to the confidentiality of information shall survive this Settlement.

52. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by the Settling Parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

[Signatures on Next Page]

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Dated: November 27, 2024