

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

TEUZA - A FAIRCHILD TECHNOLOGY	)	
VENTURE LTD., NACHOS, INC. and ADNIR	)	
HOLDINGS LTD., Individually And On Behalf	)	
Of All Others Similarly Situated,	)	
	)	
Plaintiffs,	)	C.A. No. 2022-0130-BWD
vs.	)	
	)	
MARK LINDON, MICHAEL DREYER,	)	
ANOOSHEH BOSTANI, DAVID SCOTT,	)	
NICHOLAS TERRAFRANCA, JOSEPH	)	
RUBLE, ALFRED E. MANN TRUST, MANN	)	
GROUP, LLC, BIOVENTUS LLC, and	)	
BIOVENTUS INC.	)	
	)	
Defendants.	)	
	)	

**NOTICE OF CLASS ACTION, PROPOSED SETTLEMENT,  
SETTLEMENT HEARING, AND RIGHT TO APPEAR**

**TO:** ALL RECORD AND BENEFICIAL HOLDERS OF BIONESS, INC. COMMON STOCK AS OF MARCH 30, 2021, TOGETHER WITH THEIR HEIRS, ASSIGNS, TRANSFEREES, AND SUCCESSORS-IN-INTEREST

IF YOU HELD COMMON STOCK FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT THIS NOTICE TO SUCH BENEFICIAL OWNER.

This Notice of Pendency of Class Action, Proposed Settlement, Settlement Hearing, and Right to Appear (the “Notice”) relates to a proposed settlement (the “Settlement”) of the above-captioned action (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”).

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.**

**YOUR RIGHTS WILL BE AFFECTED BY THE ACTION.**

Plaintiffs Teuza – A Fairchild Technology Venture Ltd., Nachos, Inc., and Adnir Holdings Ltd. (collectively, “Plaintiffs”), on behalf of themselves and the Class (as defined herein); (ii) defendants Michael Dreyer, Anoosheh Bostani, Alfred E. Mann Trust, and Mann Group, LLC (the “Mann Defendants”); and (iii) defendant Mark Lindon (together with the Mann Defendants, “Defendants,” and together with Plaintiffs, the “Parties”) entered into a Stipulation and Agreement of Compromise, Settlement, and Release (the “Stipulation”)<sup>1</sup> on January 15, 2026. The Settlement set forth in the Stipulation is contingent on its approval by the Court.

**Please note:** This Notice describes the rights you may have under the Stipulation and what steps you may, but are not required to, take concerning the proposed Settlement. If the Court approves

---

<sup>1</sup> The capitalized terms used in this Notice and not otherwise defined are defined in the Stipulation. A copy of the Stipulation, including exhibits, is available at [www.BionessStockholderSettlement.com](http://www.BionessStockholderSettlement.com).

the Settlement, the Parties will ask the Court to approve the Order and Final Judgment that would end the Action.

### WHAT IS THE PURPOSE OF THIS NOTICE?

1. This Notice is provided to Bioness stockholders pursuant to an order of the Court. This is not a solicitation from a lawyer. The purpose of this Notice is to inform you about the pendency of the Action, which was brought by the Plaintiffs on behalf of Bioness stockholders, the proposed Settlement, a hearing on the proposed Settlement (the “Settlement Hearing”), and your right, among other things, to participate in the Settlement Hearing.

2. Pursuant to the Court’s Scheduling Order, the Settlement Hearing will be held on May 8, 2026, 1:30 p.m., before the Honorable Bonnie W. David at the Court of Chancery of the State of Delaware, Sussex County, 34 The Circle, Georgetown, Delaware 19947 (or at such a date and time as the Court may direct without further notice), to: (i) determine whether to finally certify the Class (as defined below) for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(i), and 23(b)(ii), (ii) determine whether Plaintiffs and Plaintiffs’ counsel have adequately represented the interests of the Class; (iii) determine whether the proposed Settlement, as set forth in the Stipulation, should be approved by the Court as fair, reasonable, adequate, and in the best interests of the Class; (iv) determine whether an order and judgment should be entered approving the Settlement and dismissing the Action with prejudice, releasing, barring, and enjoining prosecution of Released Plaintiffs’ Claims (as summarized in paragraph 51 below), upon the terms and conditions set forth in the Stipulation; (v) hear and determine any objections to the Settlement; (vi) hear and determine whether the Plan of Allocation (described in paragraphs 43 to 48 below) is fair and reasonable and should be approved; (vii) hear and determine any Fee and Expense Application and Service Award Request(s), and (viii) hear other such matters as the Court may deem necessary and appropriate.

3. The Court has reserved the right to adjourn and reconvene the Settlement Hearing without dissemination of further notice other than by announcement at the Settlement Hearing or any adjournment thereof. The Court has further reserved the right to approve the Settlement, at or after the Settlement Hearing, with such modifications as may be consented to by the Parties to the Stipulation and without further notice of any kind.

### WHAT IS THIS CASE ABOUT?

**THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY CLAIMS OR DEFENSES BY ANY OF THE PARTIES. IT IS BASED ON STATEMENTS OF THE PARTIES AND IS SENT FOR THE SOLE PURPOSE OF INFORMING YOU OF THE EXISTENCE OF THE ACTION AND OF THE PROPOSED SETTLEMENT OF THE ACTION SO THAT YOU MAY MAKE APPROPRIATE DECISIONS AS TO STEPS YOU MAY, OR MAY NOT, WISH TO TAKE IN RELATION TO THE ACTION.**

4. In 2004, Alfred Mann founded Bioness, Inc. (“Bioness” or the “Company”), a medical device company. Mr. Mann served as Bioness’s chairman until 2013 and as a director until his death in February 2016.

5. At all relevant times, Defendant Alfred E. Mann Trust (“Mann Trust”) held a majority of Bioness common stock. Following Mr. Mann’s death, the Mann Trust was administered by Defendants Anoosheh Bostani and Michael Dreyer (together, the “Trustees”), together with a third trustee.

6. Defendant Mann Group, LLC (“Mann Group”) was a creditor of Bioness and loaned Bioness a significant amount of capital throughout the company’s existence. Bostani and Dreyer served as officers of Mann Group. At all relevant times, Mann Group held the majority of Bioness’s debt. At the time of the merger between Bioness and Bioventus, Bioness owed Mann Group approximately \$273 million, including interest.

7. Plaintiff, Teuza – A Fairchild Technology Venture Ltd. (“Teuza”) was a stockholder of Bioness and owned approximately 2.5% of the common stock of Bioness at all relevant times. Avi Kerbs, the CEO of Teuza Management and Development Ltd. (Teuza’s management company), was a director of Bioness at all relevant times.

8. In February 2016, Bioness engaged an investment bank to assist in selling the company.

9. In June 2017, Bioness and Mann Group entered into an amended promissory note incorporating Mann Group’s loans since 2008. In August 2017, Bioness and Mann Group entered into an amended security agreement pursuant to which the debt held by Mann Group was secured against all of Bioness’s assets.

10. On December 24, 2020, the Bioness board voted to execute a letter of intent presented by Bioventus Inc. (“Bioventus”), which offered to lend Bioness \$1.5 million and acquire Bioness for upfront consideration of \$35 million, with up to an additional \$65 million of consideration contingent on the achievement of certain milestones.

11. On March 30, 2021, the Bioness board voted 3-1 in favor of entering into an agreement and plan of merger (the “Merger Agreement”) with Bioventus, pursuant to which Bioventus paid \$45 million in upfront consideration, with up to \$65 million of consideration contingent on the achievement of certain milestones, to acquire Bioness (the “Merger”). Bioness directors Robert Perry, Nicholas Terrafranca, and Joseph Ruble voted in favor of the Merger Agreement, with Kerbs dissenting.

12. The Merger Agreement provided that \$5 million of the upfront payment plus 2.5% of the earnout would be paid to minority stockholders unaffiliated with the Mann Trust, Mann Group, or Trustees, subject to the terms of the Merger Agreement.

13. On March 30, 2021, the Merger was consummated. Included as Exhibit D to the Merger Agreement was the Letter of Transmittal sent by SRS Acquiom to the minority stockholders. According to the Letter of Transmittal, in order to receive payment of their portion of the consideration from the Merger, the recipient stockholders were required to complete and sign the Letter of Transmittal. By signing the Letter of Transmittal, a signing stockholder waived any appraisal rights or dissenter’s right, and released claims against any and all persons and entities arising out of or relating to the recipient stockholder’s capacity as a current or former stockholder. Thus, in signing the Letter of Transmittal in order to receive their portions of the Merger consideration, the signing stockholders were releasing claims. Approximately 80% of the minority stockholders signed the Letter of Transmittal and received Merger consideration. Teuza and the other Plaintiffs in this Action did not.

14. On February 8, 2022, Teuza commenced this Action by filing a Verified Class Action Complaint for Breach of Fiduciary Duty.

15. First, the Complaint alleged claims against the Mann Trust and Trustees as alleged controllers of Bioness for breach of fiduciary duties in connection with the Merger and the security agreement. Teuza alleged that the Mann Trust and Trustees worked against the interests of the Company and its minority stockholders to reject any opportunity the Board identified to raise funds necessary for the Company’s operations from outside sources and through business combinations, and instead forced Bioness to obtain financing exclusively from the Mann Trust in the form of loans. Teuza

further alleged that, following Mr. Mann's death, the Mann Trust and Trustees took actions that made Bioness entirely dependent on them for funding, then abruptly threatened to and ultimately withdrew continued funding, placing the Company in a helpless position in order to force a fire sale and block any alternative source of funding. Ultimately, Teuza claimed that the Mann Trust and the Trustees used their control of the Board and the Company to force a sale through an unfair process and for an unfair price that favored Bioventus LLC over competing proposal, and affirmatively blocked the Board from considering alternative acquisition proposals as well as alternative financing proposals that would have maintained the Company's status as a solvent going concern so that it might serve its own interest in liquidating its controlling stake in Bioness.

16. Second, the Complaint alleged a claim against the Mann Group and Trustees for aiding and abetting the alleged breaches of fiduciary duty. Teuza alleged that the Mann Group, as the provider of loans to the Company, knowingly and affirmatively participated with the Trustees in a course of conduct that aided and abetted the Mann Trust's breaches of fiduciary duty. Teuza further alleged that the Trustees individually leveraged their personal control over both the Mann Trust and the Mann Group to directly intervene in the Company's affairs.

17. Third, the Complaint alleged a claim for unjust enrichment against the Mann Group in connection with the Bioventus Merger.

18. Fourth, the Complaint alleged a claim for promissory estoppel against the Mann Group. The Complaint asserted that when Alfred Mann originally made loans to the Company, he did so with the express intention that such loans would be forgiven. The Complaint alleged that the Mann Group was aware of Mr. Mann's promises to forgive the debts, yet refused to forgive the loans in accordance with the representations and promises made by Mr. Mann.

19. Fifth, the Complaint alleged breach of contract against the Mann Trust, Mann Group, and Bioventus Inc. According to the Complaint, the Merger Agreement provided that minority stockholders were entitled to their share of \$5,000,000 in cash, and they did not release Teuza's pro rata share of such funds to it, nor to the other Class members who did not execute the Letter of Transmittal.

20. Sixth, the Complaint alleged an aiding and abetting claim against Bioventus. The Complaint alleged that Bioventus was fully aware of certain ongoing legal proceedings and fiduciary claims brought by both Avi Kerbs and Teuza relating to the execution of the Merger Agreement, and that Bioventus specifically requested future indemnification from ongoing legal proceedings and future fiduciary claims brought by either Avi Kerbs or Teuza. The Complaint asserted that despite its awareness of these legal proceedings and fiduciary claims, Bioventus allegedly continued to engage in back-channel discussions with both the Mann Trust and certain Bioness directors to conspire to block competing offers through imposition of a no-shop, as well as its alleged insistence on a very short timeline and prompt closing of the Merger.

21. Seventh, the Complaint alleged a claim for unjust enrichment against Bioventus. The Complaint asserted that due to the alleged short sale process and the allegation that no alternative bids were considered, the Company was sold for less than its valuation and Bioventus received benefit from the Merger solely as a result of its position.

22. Eighth, the Complaint alleged a claim for breach of fiduciary duty against David Scott, Nicholas Terrafranca, and Joseph Ruble, three of the Company's directors. According to the Complaint, the Mann Trust appointed these directors shortly before execution of the Merger Agreement, and they then allegedly favored the interests of the Mann Trust over those of the unaffiliated stockholders in agreeing to the Merger at an unfair price.

23. And finally, the Complaint alleged a claim for breach of fiduciary duty against Mark Lindon, who was a former Bioness director and counsel for the Mann Trust. Teuza asserted that Lindon orchestrated the agreements and securitization of the Mann Group's loans to Bioness without Board or other valid Company approval, failed to take steps to conduct a fair, conflict-free sale process, and improperly engineered and shepherded the Merger through a conflicted process designed to advance the Mann Trust's wishes at the expense of the Company's minority stockholders.

24. On May 6, 2022, Teuza filed an Amended Verified Class Action Complaint (the "Amended Complaint") adding Bioventus LLC as a defendant but otherwise asserting substantially similar claims.

25. On April 27, 2023, the Court issued a Memorandum Opinion granting in part, and denying in part, Defendants' motions to dismiss the Amended Complaint under Court of Chancery Rules 12(b)(2) and 12(b)(6).

26. On May 18, 2023, the Court issued a Letter Opinion and accompanying Order implementing its April 27, 2023 Memorandum Opinion, pursuant to which it dismissed with prejudice all claims against Bioventus, Scott, Terrafranca, and Ruble (the "Dismissed Defendants"), as well as the claims against the Mann Defendants for promissory estoppel and unjust enrichment.

27. On June 16, 2023, the Mann Defendants and Lindon filed their respective Answers and Affirmative Defenses to the Amended Complaint.

28. The Parties subsequently engaged in extensive written discovery, including serving multiple sets of interrogatories on one another.

29. The Parties also served multiple sets of document requests on each other, as well as document requests on various third parties. In all, Plaintiffs produced roughly 83,000 pages of documents to Defendants, Defendants produced roughly 132,000 pages of documents to Plaintiffs, and roughly 80,000 pages of third-party discovery was produced.

30. On June 13, 2025, former Bioness stockholders Nachos, Inc. ("Nachos") and Adnir Holdings Ltd. ("Adnir") moved to intervene as additional named plaintiffs. The unopposed motion was granted on July 18, 2025.

31. Defendants took the depositions of Teuza representatives Avi Kerbs, Gil Kerbs, and Moshe Zimmerman. Defendants also took Rule 30(b)(6) depositions of Nachos and Adnir. The Parties also took the depositions of third-party witnesses Robert Kuhn, Uri Geiger, Claude Mann, Robert Perry, David Scott, and Nicholas Terrafranca.

32. The Parties engaged in extensive mediation and arm's-length negotiations for over a year, guided by former Vice Chancellor Joseph R. Slights (the "Mediator"), including two full-day in-person mediations and numerous emails and phone calls. On November 3, 2025, the Parties agreed to a settlement term sheet (the "Settlement Term Sheet") that reflected a Mediator's proposal and the Parties' agreement in principle to settle the Action.

33. On December January 15, 2026, the Parties filed an executed Stipulation setting forth the terms of the Settlement.

#### **WHY ARE THE PARTIES SETTLING?**

34. Based upon the investigation and prosecution of the Action, Plaintiffs and Plaintiffs' Counsel maintain that their claims asserted in the Action have merit, but also believe that the Settlement on the terms set forth in the Stipulation provides substantial and immediate benefits for the Class. In addition to these substantial benefits, Plaintiffs and Plaintiffs' Counsel have considered: (i) the

attendant risks of continued litigation and the uncertainty of the outcome of the Action; (ii) the probability of success on the merits; (iii) the inherent problems of proof associated with, and possible defenses to, the claims asserted in the Action; (iv) the desirability of permitting the Settlement to be consummated according to its terms; (v) the expense and length of continued proceedings necessary to prosecute the Action through trial and appeals; and (vi) the conclusion of Plaintiffs and Plaintiffs' Counsel that the terms and conditions of the Settlement and the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the claims asserted in the Action on the terms set forth in the Stipulation. The Settlement and the Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Plaintiffs of any flaws, faults, or infirmities in Plaintiffs' claims asserted in the Action.

35. Based on Plaintiffs' Counsel's thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiffs' Counsel believe that the Settlement set forth in the Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon the Class. Based upon their direct oversight of the prosecution of the Action, as well as evaluation and input from Plaintiffs' Counsel, Plaintiffs have determined that the Settlement is in the best interests of the Class, and have agreed to the terms and conditions set forth in the Stipulation.

36. Defendants deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever alleged in the Action. Defendants make no admission of liability or any form of wrongdoing whatsoever. Neither the Settlement Term Sheet, the Stipulation, the Settlement, nor the negotiations leading to execution of the Settlement Term Sheet or the Settlement, nor any proceedings taken pursuant to or in connection with the Settlement Term Sheet or the Stipulation, and/or approval of the Settlement shall be offered against any Party or any releasees as evidence of any presumption, admission, or concession by any Party or any other of the releasees of any fault, liability, or wrongdoing of any kind (or any lack thereof) or of any damages whatsoever (or lack thereof).

37. Nevertheless, Defendants have determined to enter into the Settlement on the terms and conditions set forth in the Stipulation solely to put Released Plaintiffs' Claims to rest, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages. For the avoidance of doubt, nothing in the Stipulation or the Settlement shall be construed as an admission by Defendants of any wrongdoing, fault, liability, or damages whatsoever.

#### **WHAT ARE THE TERMS OF THE SETTLEMENT?**

38. The terms and conditions of the Settlement are set forth in detail in the Stipulation, which has been filed with the Court and is available for downloading at [www.BionessStockholderSettlement.com](http://www.BionessStockholderSettlement.com). The Settlement is subject to and will become effective only upon approval by the Court. This Notice includes only a summary of various terms of the Settlement, and it does not purport to be a comprehensive description of its terms, which are available for review as described.

39. Pursuant to the Settlement, the Mann Defendants shall pay, or cause their Insurance Carriers to pay, \$8,900,000 in cash (the "Settlement Fund") which will be deposited into an escrow account. If the Settlement is approved by the Court and the Effective Date occurs, the "Net Settlement Fund" (the Settlement Fund minus: (a) any Taxes or Tax Expenses; (b) any Administration Costs or Notice Costs; (c) any Fee and Expense Award awarded by the Court; and (d) any other costs or fees approved by the Court) will be distributed to the Class in accordance with the Plan of Allocation (described below) or such other plan of allocation as the Court may approve.

40. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal, or review has expired.

41. No Released Defendant Parties, including any insurance carriers, or any person or entity that paid any portion of the Settlement Fund on Defendants' behalf, are entitled to get back any portion of the Settlement Fund once the Court's order or judgment approving the Settlement becomes Final. Defendants shall not have any liability, obligation, or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund, or the Plan of Allocation. In no instance shall any Released Defendant Party be required to pay any amount other than as expressly provided for in the Stipulation.

42. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to, or alterations to, a plan of allocation will not affect the finality of the Settlement, if approved.

#### **WHAT IS THE PROPOSED PLAN OF ALLOCATION OF THE SETTLEMENT FUND?**

43. Exhibit D to the Merger Agreement was a Letter of Transmittal from SRS Acquiom. In order to have received a portion of the \$5 million allocated to the minority stockholders in connection with the Merger, minority stockholders were required to complete and sign the Letter of Transmittal.

44. The Letter of Transmittal stated that payment to the minority stockholders of their pro rata share of these funds was "being paid in consideration of the release by the Undersigned of claims against any and all persons and entities arising out of or relating to the Undersigned's capacity as a current or former stockholder or other equity holder of the Company or the Undersigned's ownership of Fully Diluted Shares, and the Undersigned is therefore agreeing to release all such claims, whether currently known or unknown, by execution of this Letter of Transmittal except to the extent prohibited by law."

45. Roughly \$900,000 of the \$5 million upfront payment allocated by the Merger Agreement to be paid to minority stockholders unaffiliated with the Mann Trust, Mann Group, or Trustees, was not distributed, and is included in the Settlement Fund. Accordingly, 10% of the Net Settlement Fund will be distributed on a pro rata basis exclusively to stockholders who **did not sign** the Letter of Transmittal and did not previously receive any portion of the \$5 million upfront payment (the "No Prior Consideration Allocation").

46. The remaining 90% of the Net Settlement Fund after the No Prior Consideration Allocation will be distributed on a pro rata basis as follows: (i) 95% will be allocated on a pro rata per share basis to stockholders who **did not sign** the Letter of Transmittal; and (ii) 5% will be allocated on a pro rata per share basis to stockholders who signed the Letter of Transmittal.

47. The pro rata distribution of the Net Settlement Fund will be based upon Bioness shares held by Class Members as of March 30, 2021 (the date of the consummation of the Merger).

48. The Settlement Administrator will use stockholder information maintained by or on behalf of Bioness to allocate and distribute the funds. No claim forms need to be completed by any Class Members to receive their pro rata share of the Net Settlement Fund.

**WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED?  
WHAT CLAIMS WILL THE SETTLEMENT RELEASE?**

49. If the Settlement is approved, the Court will enter an Order and Final Judgment (the “Judgment”). For purposes of settlement, the Court will certify a non-opt-out class (the “Class”) consisting of all record and beneficial holders of Bioness common stock as of the Merger Date (March 30, 2021), together with their heirs, assigns, transferees, and successors-in-interest, with the exception of Defendants, the members of immediate families of Defendants, Excluded Stockholders (as defined in the Merger Agreement), any entity in which any Defendant has, or had, a controlling interest as of the Merger Date, and the heirs, successors, or assigns of any such excluded person or entity and the legal representatives of Defendants.

50. Pursuant to the Judgment, the terms of settlement summarized in paragraphs 38 through 42 above will take effect.

51. Pursuant to the Judgment, the Action will be dismissed with prejudice and the following releases will bind the Parties, including the Class:

**Released Plaintiffs’ Claims** means upon the Effective Date of the Settlement, the Plaintiffs, and each and every other member of the Class, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns, and transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under or through, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only, shall release the Released Defendant Parties and the Dismissed Defendants from all claims and causes of action of every nature and description, including Unknown Claims, whether arising under state, federal, common, local, statutory, regulatory, foreign, or other law or rule, that Plaintiffs asserted or could have asserted in connection with, relating to, or arising from the Merger, Mann Group’s loans to Bioness, or the facts and circumstances alleged in the Verified Class Action Complaint or the Amended Complaint, except for claims to enforce the Settlement.

**Released Defendants’ Claims** means upon the Effective Date of the Settlement, Defendants shall release the Released Plaintiff Parties from all claims, liabilities, sanctions, complaints, and causes of action of every nature and description, including Unknown Claims, whether arising under state, federal, common, local, statutory, regulatory, foreign, or other law or rule that arise out of or relate to the investigation, institution, prosecution, or settlement of the claims asserted in the Action, except for claims to enforce the Settlement.

**Unknown Claims** means (i) any Released Plaintiffs’ Claims any Plaintiff or any other Class Member does not know or suspect to exist in their favor at the time of the release of Released Defendant Parties, and (ii) any Released Defendants’ Claims that any Defendant does not know or suspect to exist in their favor at the time of the release of Released Plaintiff Parties, including, without limitation, those which, if known, might have affected the decision to enter into the Settlement or to object or not to object to the Settlement. With respect to the Released Claims, the Parties stipulate and agree that, upon the occurrence of the Effective Date, the Parties shall waive expressly, and by operation of the Order and Final Judgment, each Class Member shall be deemed to have, and shall have, expressly waived, relinquished, and released any and all

provisions, rights, and benefits conferred by or under Civil Code of California Section 1542 or any law of the United States or any state of the United States or territory of the United States, or any foreign law, or principle of common law, that is similar, comparable, or equivalent to Civil Code of California Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Parties acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of the Parties, and Class Members (by operation of law), to completely, fully, finally, and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. The Parties acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of “Released Plaintiffs’ Claims” and “Released Defendants’ Claims” was separately bargained for and was a material element of the Settlement and was relied upon by each and all of Plaintiffs and Defendants in entering into the Stipulation.

52. Pending final determination of whether the Settlement should be approved, all proceedings in the Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, are stayed and suspended until further order of the Court. Pending final determination of whether the Settlement should be approved, Plaintiffs and all Bioness stockholders are barred and enjoined, to the maximum extent permitted under law, from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any action asserting any of Released Plaintiffs’ Claims as defined in the Stipulation, either directly, representatively, or in any other capacity.

#### **HOW WILL THE ATTORNEYS BE PAID?**

53. The Parties did not discuss attorneys’ fees before finalizing the substantive terms of the Settlement. Plaintiffs’ counsel intends to apply for an award of fees of no more than \$2,225,000, plus reimbursement of out-of-pocket expenses not to exceed \$500,000 (the “Fees and Expenses Application”), with such award to be paid exclusively out of the Settlement Fund. Additionally, Plaintiffs intend to request that the Court award them service awards in compensation of their time, effort and expenses in connection with the Action and the Settlement (the “Service Award Requests”). Any amount granted by the Court upon the Service Award Requests shall be paid exclusively out of Plaintiffs’ counsel’s fee and expense award and will not reduce any payment to any Class Member. The Court’s disposition of the Fee and Expense Application and Service Award Requests shall not affect the validity and enforceability of the Settlement.

#### **WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD? DO I HAVE THE RIGHT TO APPEAR AT THE SETTLEMENT HEARING?**

54. The Court will consider the Settlement and all matters related to the Settlement at the Settlement Hearing. The Settlement Hearing will be held on May 8, 2026, 1:30 p.m., before the

Honorable Bonnie W. David at the Court of Chancery of the State of Delaware, Sussex County, 34 The Circle, Georgetown, Delaware 19947 (or at such a date and time as the Court may direct without further notice).

55. At the Settlement Hearing, the Court will, among other things: (i) determine whether to finally certify the Class (as defined in paragraph 49) for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(i), and 23(b)(ii), (ii) determine whether Plaintiffs and Plaintiffs' counsel have adequately represented the interests of the Class; (iii) determine whether the proposed Settlement, as set forth in the Stipulation, should be approved by the Court as fair, reasonable, adequate, and in the best interests of the Class; (iv) determine whether an order and judgment should be entered approving the Settlement and dismissing the Action with prejudice, releasing, barring, and enjoining prosecution of Released Plaintiffs' Claims (as summarized in paragraph 51 above), upon the terms and conditions set forth in the Stipulation; (v) hear and determine any objections to the Settlement; (vi) hear and determine whether the Plan of Allocation (described in paragraphs 43 to 48 above) is fair and reasonable and should be approved; (vii) hear and determine any Fee and Expense Application and Service Award Request(s), and (viii) hear other such matters as the Court may deem necessary and appropriate.

56. **Please note:** The Court has reserved the right to adjourn the Settlement Hearing at such hearing or any adjournment thereof, without further notice of any kind other than by oral announcement at the Settlement Hearing or any adjournment thereof. The Court has further reserved the right to approve the Settlement, at or after the Settlement Hearing, with such modifications as the Parties may agree to, without further notice to stockholders. You should monitor the Court's docket before making plans to attend the Settlement Hearing. You may also confirm the date and time of the Settlement Hearing by contacting Plaintiffs' counsel as indicated in paragraph 57 below.

57. Any member of the Class may object to the Settlement, certification of the Class, the proposed Order and Final Judgment, the proposed plan of allocation, or any Fees and Expenses Application. Objections must be in writing and must be filed, together with copies of all other papers and briefs supporting the objection, with the Register in Chancery, Court of Chancery, 500 North King Street, Wilmington, Delaware 19801 no later than fourteen (14) days prior to the Settlement Hearing. Objections must also be served (by e-mail or hand, first class mail, or express service) on the counsel listed below such that they are *received* no later than fourteen (14) days prior to the Settlement Hearing:

LEVI & KORSINSKY, LLP  
Donald J. Enright  
1101 Vermont Ave., N.W., Suite 800  
Washington, DC 20005  
(202) 524-4290  
denright@zlk.com

ASHBY & GEDDES, P.A.  
Stephen E. Jenkins  
500 Delaware Avenue, 8th Floor  
P.O. Box 1150  
Wilmington, Delaware 19899  
(302) 654-1888  
SJenkins@ashbygeddes.com  
*Attorneys for Plaintiffs Teuza – A Fairchild  
Technology Venture Ltd., Nachos, Inc., and  
Adnir Holdings Ltd.*

GIBSON, DUNN & CRUTCHER LLP  
Marshall R. King  
200 Park Avenue  
New York, New York 10166  
(212) 351-4000  
MKing@gibsondunn.com

RICHARDS, LAYTON & FINGER, P.A.  
Raymond J. DiCamillo  
One Rodney Square  
920 North King Street  
Wilmington, Delaware 19801

(302) 651-7700  
dicamillo@rlf.com  
*Attorneys for Defendants Michael Dreyer,  
Anoosheh Bostani, Alfred E. Mann Trust, and  
Mann Group, LLC*

**WILKS LAW, LLC**  
Scott B. Czerwonka  
4250 Lancaster Pike, Suite 200  
Wilmington, DE 19805  
(302) 225-0850  
sczerwonka@wilks.law  
*Attorney for Defendant Mark Lindon*

58. Any objections must: (a) state the name of the objector and, if not represented by counsel, the address and telephone number of the objector, or if represented by counsel, the name, address, and telephone number of the objector's counsel; (b) be signed by the objector or the objector's counsel; (c) state that the objection is being filed with respect to "*Teuza v. Lindon, et al.*, C.A. No. 2022-0130-BWD"; (d) contain a detailed statement of the objection(s) and all grounds for the objection(s), including any legal and evidentiary support the objector wishes to bring to the Court's attention, and if the objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the identity of any witnesses the objector may call to testify and any exhibits the objector intends to introduce into evidence at the hearing; and (e) include documentation sufficient to show stock ownership of Bioness stock as of March 30, 2021.

59. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first filed and served a written objection in accordance with the procedures described above, unless the Court orders otherwise.

60. Any Class member wishing to be heard orally at the Settlement Hearing is required to file and serve a timely written objection as described above, and must also serve a notice of intention to appear with the Register in Chancery (either electronically by File & Serve*Xpress*, by hand, or by overnight mail) and serve it on Plaintiffs' counsel and counsel for each of the Defendants at the addresses set forth in paragraph 57 above so that it is received no later than fourteen (14) days prior to the Settlement Hearing. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any such witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

61. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Plaintiffs' counsel and counsel for each of the Defendants at the addresses set forth in paragraph 57 above so that the notice is received no later than fourteen (14) days prior to the Settlement Hearing.

**62. Unless the Court orders otherwise, any person or entity who does not make his, her, or its objection in the manner described above shall be deemed to have waived his, her, or its right to object to any aspect of the proposed Settlement, and shall forever be barred and foreclosed from objecting to the fairness, adequacy, or reasonableness of the Settlement or from otherwise being heard concerning the Settlement in this or any other proceeding.**

63. If the Court determines that the Settlement, as provided for in the Stipulation, is fair, reasonable, adequate, and in the best interests of the Class, the Parties to the Action will ask the Court to enter the Order and Final Judgment, which will, among other things:

- a. Approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class and approve the consummation of the Settlement in accordance with its terms and conditions;
- b. Determine that the requirements of the rules of the Court and due process have been satisfied in connection with this Notice; and
- c. Dismiss the Action with prejudice on the merits and, upon the Effective Date, grant the releases described above in accordance with the terms and conditions of the Stipulation.

**NOTICE TO PERSONS OR ENTITIES HOLDING SHARES OF  
COMMON STOCK OF BIONESS FOR THE BENEFIT OF OTHERS**

64. Brokerage firms, banks, and/or other persons or entities who, as of March 30, 2021, held shares of the stock of Bioness for the benefit of others are directed to either (a) promptly request from the Settlement Administrator listed below sufficient copies of this Notice to forward to all such beneficial owners and after receipt of the requested copies promptly forward such Notices to all such beneficial owners; or (b) promptly provide a list of the names and addresses of all such beneficial owners to the Settlement Administrator listed below, after which the Settlement Administrator will promptly send copies of the Notice to such beneficial owners. Any request for copies of the Notice and any provision of beneficial owner lists may be made to the Settlement Administrator listed below:

Bioness Stockholder Settlement  
c/o Epiq Systems, Inc.  
P.O. Box 5450  
Portland, OR 97228-5450

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

65. This Notice does not purport to be a comprehensive description of the Action, the allegations related thereto, or the terms of the Settlement. For more detailed information about the matters involved in the Action, you may view the papers on file in the Action, including the Stipulation, during regular office hours at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, 500 North King Street, Wilmington, Delaware 19801. If you have questions regarding the Settlement, you may write Plaintiffs' counsel at the addresses set forth in paragraph 57 above.

**PLEASE DO NOT TELEPHONE THE COURT OR THE REGISTER OF CHANCERY  
REGARDING THIS NOTICE.**

BY ORDER OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE

Dated: February 27, 2026

\_\_\_\_\_  
Register in Chancery