

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE INTERPRIVATE ACQUISITION CORP.  
STOCKHOLDER LITIGATION

CONSOLIDATED

C.A. No. 2024-0221-LWW

**NOTICE OF: (I) PROPOSED SETTLEMENT AND PLAN OF ALLOCATION; (II)  
SETTLEMENT HEARING; AND (III) MOTION FOR AN AWARD OF ATTORNEYS' FEES  
AND EXPENSES**

**The Delaware Court of Chancery authorized this Notice.**

**This is not a solicitation from a lawyer.**

**TO: ALL PERSONS AND ENTITIES WHO:**

**PURCHASED, ACQUIRED OR HELD INTERPRIVATE CLASS A COMMON STOCK BETWEEN AUGUST 16, 2019, AND MARCH 12, 2021, AND HELD REDEEMABLE COMMON STOCK ON MARCH 9, 2021 (THE "CLASS" OR "CLASS MEMBERS") AND ARE NOT OTHERWISE EXCLUDED FROM THE CLASS.**

THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT JUNK MAIL, AN ADVERTISEMENT, OR SOLICITATION FROM A LAWYER.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THE LITIGATION. PLEASE NOTE THAT IF YOU ARE A CLASS MEMBER, YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT DESCRIBED IN THIS NOTICE. TO CLAIM YOUR MAXIMUM POTENTIAL SHARE OF THE SETTLEMENT PROCEEDS, YOU MUST SUBMIT A VALID PROOF OF CLAIM AND RELEASE FORM ("PROOF OF CLAIM") **POSTMARKED OR SUBMITTED ONLINE ON OR BEFORE SEPTEMBER 11, 2025.**

If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please DO NOT contact the Court, InterPrivate LLC, Aeva Technologies, Inc., or any other Defendant in the litigation or their counsel. All questions should be directed to the Settlement Administrator or Plaintiffs' Counsel (see pages 12 and 13 below).

This Notice of: (I) Proposed Settlement and Plan of Allocation; (II) Settlement Hearing and Right to Appear; and (III) Motion for an Award of Attorneys' Fees and Expenses ("Notice") has been sent to you pursuant to Rule 23 of the Delaware Court of Chancery Rules and as ordered by the Delaware Court of Chancery (the "Court"). The purpose of this Notice is to inform you of the \$14 million global settlement (the "Settlement") reached in the above-captioned class action lawsuit, *In re InterPrivate Stockholder Litigation*, Consolidated C.A. No. 2024-0221-LWW (Del. Ch.) (the "Action"); your rights with respect to the Settlement; and the hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement and the Plan of Allocation, as well as the application for fees and expenses by Plaintiffs' Counsel and Plaintiffs, as set forth in the Stipulation of Settlement dated December 6, 2024, as amended April 28, 2025 (the "Stipulation") by and among lead plaintiffs Louis Smith and Todd Katz (together, "Plaintiffs"), on behalf of themselves and the Class (as defined above); and defendants Ahmed Fattouh, Brandon C. Bentley, Jeffrey A. Harris, Allan Pinto, Brian Q. Pham, Minesh K. Patel, Soroush Salehian Dardashti, Mina Rezk, InterPrivate Acquisition Management LLC, InterPrivate LLC, and Aeva Technologies, Inc. (collectively,

“Defendants”), by their respective counsel.<sup>1</sup> This Notice describes what steps you may take in relation to the Settlement and the Action.

This Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Action as to the Defendants or the merits of the claims or defenses asserted by or against the Defendants. This Notice is solely to advise you of the proposed Settlement of the Action and of your rights in connection therewith. Defendants have: (i) denied all claims and wrongdoing asserted in the Action and any liability arising out of the conduct alleged therein; and (ii) asserted various defenses. No trial has yet occurred in this Action and no findings of fact, fault, or liability have been made as to any of the parties.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	In order to maximize your potential recovery from the Net Settlement Fund, you must submit a Proof of Claim form. <b>Proofs of Claim must be postmarked or submitted online on or before September 11, 2025.</b>
<b>OBJECT</b>	If you do not like the proposed Settlement, the proposed Plan of Allocation, or the request for attorneys’ fees and expenses, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation, or the fee and expense requests unless you are a Class Member.  <b>Objections must be <i>received</i> by the Court and counsel on or before August 21, 2025. If you submit a written objection, you may (but do not have to) attend the hearing.</b>
<b>GO TO THE HEARING ON SEPTEMBER 12, 2025</b>	You may ask to speak in Court about the fairness of the Settlement. <b>Requests to speak must be <i>received</i> by the Court and counsel on or before August 21, 2025.</b> If you submit a written objection, you may (but you do not have to) attend the hearing.
<b>DO NOTHING</b>	If you do nothing, and you are an Eligible Class Member, you will receive only your share of the <i>pro rata</i> distribution of the Net Settlement Fund pursuant to section 1 (Nominal Damages) of the proposed Plan of Allocation. To maximize your potential recovery, you must submit a claim. In addition, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants and/or the other Released Defendant Parties about the Released Plaintiffs’ Claims in the Action.

### **SUMMARY OF THIS NOTICE**

#### **Description of the Litigation**

This Notice relates to a proposed settlement of claims in a consolidated class action brought by investors in InterPrivate securities. The Action allege that Defendants violated Delaware state law by impairing InterPrivate stockholders’ redemption and voting rights, including through false and misleading proxy solicitation materials. A more detailed description of the Action is set forth on pages 5 and 6 below. Defendants deny each and every claim and contention alleged in the Action and deny any misconduct or wrongdoing whatsoever. The proposed Settlement, if approved by the Court, will settle claims of the Class.

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<sup>1</sup> The Stipulation can be viewed and/or downloaded at [www.InterPrivateStockholderSettlement.com](http://www.InterPrivateStockholderSettlement.com). Unless otherwise indicated, all capitalized terms used herein have the same meaning as the terms defined in the Stipulation.

## **Statement of Class Recovery**

Pursuant to the Settlement described herein, a \$14,000,000 settlement fund has been established (the “Settlement Amount”). The Settlement Amount and any interest earned thereon is the “Settlement Fund.” The Settlement Fund, less: (i) any Taxes and Tax Expenses; (ii) any Notice and Administration Costs; and (iii) any attorneys’ fees and expenses awarded by the Court to Plaintiffs’ Counsel (the “Net Settlement Fund”), will distributed to Eligible Class Members in accordance with a plan of allocation that is approved by the Court. *See* Plan of Allocation set forth and discussed at pages 13 through 16 below for more information on the calculation of your claim.

## **Statement of Potential Outcome of Cases**

The Parties disagree on both liability and damages and do not agree on the amount of damages per security, if any, that would be recoverable if the Class prevailed on each claim alleged. Defendants deny that they are liable to the Class and deny that the Class has suffered any injury or damages. The issues on which the Parties disagree are many, but include: (1) whether Defendants engaged in conduct that would give rise to any liability to the Class under applicable law; (2) whether Defendants have valid defenses to any such claims of liability; (3) whether Defendants made any materially false or misleading statements or omissions; (4) whether InterPrivate investors suffered any damage from the alleged breaches of fiduciary duties; (5) whether Defendants were unjustly enriched; and (6) the appropriate economic model for determining the amount by which Class Members were damaged.

## **Statement of Attorneys’ Fees and Expenses Sought**

Since the Action was filed, Plaintiffs’ Counsel have expended considerable time and effort in the prosecution of the Action on a wholly contingent basis and have advanced the expenses of the Action in the expectation that if they were successful in obtaining a recovery for the Class, they would be paid from such recovery. Plaintiffs’ Counsel will apply to the Court for an award of attorneys’ fees in an amount not to exceed 20 percent of the Settlement Amount, inclusive of litigation expenses. Any attorneys’ fees and expenses awarded by the Court shall be paid solely from the Settlement Fund.

## **Further Information**

For further information regarding the Action, this Notice, or to review the Stipulation of Settlement, please contact the Settlement Administrator at 877-580-8462, via email at [Info@InterPrivateStockholderSettlement.com](mailto:Info@InterPrivateStockholderSettlement.com), or visit the website [www.InterPrivateStockholderSettlement.com](http://www.InterPrivateStockholderSettlement.com).

You may also contact a representative of counsel for the Class:

Kelly L. Tucker, Grant & Eisenhofer P.A., 123 Justison Street, 7th Floor, Wilmington, DE 19801, 302-622-7000, [ktucker@gelaw.com](mailto:ktucker@gelaw.com); Shareholder Relations Department, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900, [settlementinfo@rgrdlaw.com](mailto:settlementinfo@rgrdlaw.com); and Aaron Dumas, Robbins LLP, 5060 Shoreham Place, Suite 300, San Diego, CA 92122, 1-800-350-6003, [adumas@robbinsllp.com](mailto:adumas@robbinsllp.com).

## **Please Do Not Call the Court or Defendants with Questions About the Settlement.**

## **Reasons for the Settlement**

Plaintiffs’ principal reason for entering into the Settlement is the substantial immediate cash benefit to Eligible Class Members now, without further risk or the delays inherent in continued litigation. Moreover, the substantial cash benefit provided under the Settlement must be considered against the significant risk that a smaller recovery—or, indeed, no recovery at all—might be achieved after contested motions, trial, and likely appeals, a process that could last several years into the future.

Defendants have denied and continue to deny each and all of the claims alleged by Plaintiffs in the Action. Defendants expressly have denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. Defendants also have denied and continue to deny, among other things, the allegations that Plaintiffs or the Class

have suffered any damage, or that Plaintiffs or the Class were harmed by the conduct alleged in the Action. Defendants' sole reason for entering into the Settlement is to eliminate the time, expense, distraction, and inherent uncertainty of further protracted litigation.

## **BASIC INFORMATION**

### **1. Why did I get this Notice package?**

The Court directed that this Notice be mailed to you because you, someone in your family, or an investment account for which you serve as a custodian may have purchased, otherwise acquired, or held InterPrivate Class A Common Stock during the period between August 16, 2019 and March 12, 2021, inclusive (the "Class Period"), and held redeemable InterPrivate Class A Common Stock on the Redemption Deadline, March 9, 2021 ("Eligible Shares"). The Court has directed us to send you this Notice because, as a potential Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how the Action may generally affect your legal rights. If the Court approves the Settlement and the Plan of Allocation (or some other plan of allocation), the Settlement Administrator, selected by Plaintiffs and approved by the Court, will make payments pursuant to the Settlement after any objections and appeals are resolved.

This Notice explains the class action lawsuits, the Settlement, Class Members' legal rights in connection with the Settlement, what benefits are available, who is eligible for them, and how to get them.

The Action was filed and is being litigated in the Court of Chancery of the State of Delaware, and has been assigned to the Vice Chancellor Lori W. Will. The individuals representing the Class are the "Plaintiffs" and the companies and individuals they sued and which have now settled are called the "Defendants."

### **2. What is this lawsuit about?**

On August 16, 2019, InterPrivate Acquisition Corp. ("InterPrivate"), a special purpose acquisition company, was incorporated as a Delaware corporation for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization, or similar business combination with one or more businesses.

On February 3, 2020, InterPrivate consummated its initial public offering ("IPO") of 21 million units ("Public Units") at a price of \$10.00 per Public Unit, generating gross proceeds of \$210 million. Each Public Unit consisted of one share of InterPrivate Class A Common Stock ("Class A Common Stock"), and one-half of one public warrant ("Public Warrant"). Each whole Public Warrant entitled the holder thereof to purchase one share of Class A Common Stock at an exercise price of \$11.50 per share. On February 10, 2020, InterPrivate consummated the sale of an additional 3.15 million Public Units, generating additional proceeds of \$31.5 million.

The funds raised from the IPO were placed in a trust account for the benefit of InterPrivate public stockholders, who had the right to redeem all or a portion of their shares of Class A Common Stock at a per-share price, payable in cash, equal to their *pro rata* share of the aggregate amount on deposit in the trust account upon the occurrence of certain events.

On March 12, 2021, InterPrivate and WLLY Merger Sub Corp. entered into a business combination agreement with Aeva, Inc. ("Legacy Aeva"), pursuant to which InterPrivate would merge with Legacy Aeva (the "Merger").

On February 12, 2021, InterPrivate filed with the United States Securities and Exchange Commission ("SEC") on Form S-4 a joint proxy statement/prospectus/consent solicitation concerning the Merger (such proxy statement together with any preliminary proxy filings, as well as any amendments or supplements thereto, the "Proxy"), which was mailed to InterPrivate stockholders the following day. Among other things, the Proxy included the InterPrivate board of directors' recommendation that stockholders vote in favor of the Merger and provided other information to stockholders about the Merger and Legacy Aeva. The Proxy informed stockholders of a special meeting to be held on March 11, 2021 (the "Special Meeting"), at which InterPrivate stockholders would vote whether to approve the Merger and related transactions. The Proxy also informed stockholders that the deadline for them to redeem their shares in connection with the Merger was on March 9, 2021 (the "Redemption Deadline").

On March 11, 2021, InterPrivate stockholders, after being provided the opportunity to redeem their shares, voted to approve the Merger and related transactions. On March 12, 2021, the Merger and related transactions closed (the “Closing”).

Following the Closing, InterPrivate was renamed Aeva Technologies, Inc. (“Aeva” or the “Company”).

#### **A. The Action**

On March 7, 2024, plaintiff Louis Smith commenced an action captioned against defendants Fattouh, Bentley, Harris, Cinquegrana, Luckett, Pinto, Pham, Patel, InterPrivate Acquisition Management LLC, and InterPrivate LLC, on behalf of himself and similarly situated current and former Company stockholders, by filing a Verified Class Action Complaint in the Court of Chancery of the State of Delaware bearing the caption *Smith v. Fattouh*, C.A. No. 2024-0221-LWW (the “*Smith* Action”). On April 10, 2024, plaintiff Smith filed his Amended Verified Class Action Complaint.

On April 15, 2024, certain of the defendants removed the *Smith* Action from the Delaware Chancery Court to the United States District Court for the District of Delaware (the “Federal Court”) purportedly pursuant to the Securities Litigation Uniform Standards Act (“SLUSA”), and on May 15, 2024, plaintiff Smith filed a motion to remand the *Smith* Action to the Delaware Court of Chancery. On June 5, 2024, Defendants opposed the motion to remand and cross moved to dismiss.

On June 3, 2024, plaintiff Todd Katz commenced an action against Defendants, on behalf of himself and similarly situated current and former Company stockholders, by filing a Verified Class Action Complaint in Chancery Court bearing the caption *Katz v. Fattouh*, C.A. No. 2024-0589-LWW (the “*Katz* Action”).

On March 20, 2025, the Federal Court granted Smith’s motion to remand and denied Defendants’ motion to dismiss. On April 2, 2025, the *Smith* Action and *Katz* Action were consolidated before Vice Chancellor Will and are currently pending in the Delaware Court of Chancery.

The complaints filed in the Action alleged that certain of the Defendants, aided and abetted by other Defendants, breached their fiduciary duties to InterPrivate Stockholders by impairing their redemption and voting decisions, in part, by disseminating a Proxy that omitted material information and contained materially false and misleading statements concerning: (i) the net cash per share underlying InterPrivate shares exchanged in the Merger; (ii) Aeva’s projected future performance; and (iii) the involvement of advisors in the Merger process. Both Action also alleged Defendants were unjustly enriched.

Defendants have denied, and continue to deny, the Action’s allegations that they breached their fiduciary duties, aided and abetted any breaches of fiduciary duty, or were unjustly enriched. Defendants contend that they made no false or misleading statements, and they made full and accurate disclosures of all information required to be disclosed by law. Defendants also contend that the Plaintiffs’ claim for damages is speculative.

#### **B. The Settlement**

During the course of the Action, the Parties agreed to participate in a full-day mediation (the “Mediation”) before Greg Danilow, Esq., of Phillips ADR Enterprises (the “Mediator”), on June 12, 2024. The Parties were unable to reach agreement at that Mediation. Later, following further discussions with the parties, the Mediator issued a recommendation that the Parties settle their dispute for consideration in the amount of \$14,000,000.

As a result of their arm’s-length negotiations, and following receipt of the Mediator’s recommendation, the Parties reached an agreement in principle to settle the Action, which agreement was subsequently recorded in a term sheet, fully executed by the Parties on July 2, 2024 (the “Term Sheet”), the definitive terms of which are reflected in the Stipulation. The Stipulation (together with the exhibits and amendments thereto) reflects the final and binding agreement, and a compromise of all matters that are in dispute, between the Parties.

On April 23, 2025, the Court authorized this Notice to be disseminated to potential Class Members, and scheduled the Settlement Hearing to consider, among other things, whether to grant final approval to the Settlement.

Based on their extensive investigation, discovery, prosecution, and mediation of the Action, Plaintiffs and Plaintiffs’ Counsel have concluded that the terms and conditions of the Stipulation are fair, reasonable, and adequate

to Plaintiffs and the other members of the Class, and in their best interests. Based on Plaintiffs' oversight of the prosecution of the Action and with the advice of their counsel, Plaintiffs have agreed to settle and release the claims raised in the Action pursuant to the terms and provisions of the Stipulation, after considering, among other things, (i) the substantial financial benefit that Plaintiffs and the other members of the Class will receive under the proposed Settlement; (ii) the significant risks and costs of continued litigation and trial; and (iii) the desirability of permitting the proposed Settlement to be consummated as provided by the terms of the Stipulation.

Defendants have denied, and continue to deny, any and all allegations of wrongdoing, fault, liability, or damages, including, but not limited to, any allegations that Defendants have committed any violations of law or breach of any duty owed to InterPrivate stockholders, that the Merger was not entirely fair to, or in the best interests of, InterPrivate stockholders, that Defendants have acted improperly in any way, that Defendants have any liability or owe any damages of any kind to Plaintiffs and/or the Class, and/or that Defendants were unjustly enriched in the Merger. Defendants maintain that their conduct was at all times proper, in the best interests of InterPrivate and its stockholders, and in compliance with applicable law. Defendants also deny that the Company's stockholders were harmed by any conduct of Defendants that was alleged, or that could have been alleged, in the Action. Each of the Defendants asserts that, at all relevant times, such Defendant acted in good faith and in a manner believed to be in the best interests of InterPrivate and all of its stockholders. Defendants deny Plaintiffs' allegations because the allegations never were (and still are not) true and could be, and would have been, disproven at trial by, among other things, evidence of the Company's robust, ongoing financial performance and development of next-generation sensing and perception technology, and contemporaneous evidence of Defendants' due diligence, with the assistance of numerous expert advisors, into Legacy Aeva's business, including its key customer relationships and technology, in connection with the Merger. Defendants maintain that they have meritorious defenses to the claims alleged in the Action.

Neither the Settlement nor any of the terms of the Stipulation shall be construed or deemed to be evidence of or constitute an admission, concession, or finding of any liability or damage whatsoever or any infirmity in the defenses that Defendants have, or could have, asserted.

**THE COURT HAS NOT DETERMINED WHETHER DEFENDANTS ARE LIABLE TO PLAINTIFFS OR TO THE CLASS. THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF THE ALLEGATIONS IN THE ACTION OR THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PROPOSED SETTLEMENT OF THE ACTION AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.**

**3. Why is there a settlement? What if there were no settlement?**

Neither the Court of Chancery nor the Federal Court has decided the merits of the Action in favor of Defendants or Plaintiffs. Instead, both sides agreed to the Settlement to avoid the burden, expense, and uncertainty of further litigation, and Plaintiffs agreed to the Settlement in order to ensure that Eligible Class Members will receive compensation.

If there was no Settlement and Plaintiffs failed to plead or establish any essential legal or factual element of the claims against Defendants, neither Plaintiffs nor the other members of the Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses, the Class could recover substantially less than the amount provided in the Settlement, or nothing at all.

**WHO IS IN THE SETTLEMENT**

**4. How do I know if I am a member of the Class?**

If you are a member of the Class, you are subject to the Settlement. The Class preliminarily certified by the Court solely for purposes of the Settlement consists of:

All record and beneficial holders of Eligible Shares, who purchased, acquired, or held such securities at any time during the Class Period and continued to hold redeemable common stock on March 9, 2021, the Redemption Deadline, but excluding the Excluded Persons. Excluded from the Class are: (a) Defendants; (b) members of the immediate family of any Individual Defendant; (c) any person

who was an officer, director, or partner of any Defendant during the Class Period and any members of their immediate family; (d) any parent, subsidiary, or affiliate of Defendants; (e) any entity in which any Defendant or any other excluded person or entity has, or had during the Class Period, a controlling interest; (f) affiliates, heirs, estates, trusts, successors, or assigns of any such excluded persons or entities; and (g) accounts that held Legacy Aeva or InterPrivate stock for the benefit of any such excluded persons or entities.

**Please Note:** Receipt of this Notice does not mean that you are a Class Member or that you will be entitled to receive a payment from the Settlement. If you are a Class Member and you wish to be eligible to participate in the distribution of the proceeds from the Settlement, you are required to submit the Proof of Claim that is being distributed with this Notice and the required supporting documentation as set forth therein postmarked or submitted online on or before **September 11, 2025**.

**Please Note:** The Class is a non-opt-out settlement class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2). Accordingly, Class Members do not have the right to exclude themselves from the Class.

**5. What if I am still not sure if I am included?**

If you are still not sure whether you are included in the Class, you can ask for free help. You can contact the Settlement Administrator at 877-580-8462, via email at [Info@InterPrivateStockholderSettlement.com](mailto:Info@InterPrivateStockholderSettlement.com), or visit the website [www.InterPrivateStockholderSettlement.com](http://www.InterPrivateStockholderSettlement.com), or you can fill out and return, via mail or online, the Proof of Claim enclosed with this Notice package to see if you qualify.

**THE SETTLEMENT BENEFITS – WHAT YOU GET**

**6. What does the Settlement provide?**

The Settlement provides that, in exchange for the release of the Released Plaintiffs' Claims (defined below) and dismissal of the Action, Defendants have agreed to pay (or cause to be paid) \$14,000,000 in cash to be distributed after taxes, tax expenses, Notice and Administration Costs, and approved attorneys' fees and expenses, *pro rata*, to Eligible Class Members who send in a valid Proof of Claim pursuant to the Court-approved Plan of Allocation. The Plan of Allocation is described in more detail at the end of this Notice.

**7. How much will my payment be?**

At this time, it is not possible to make any determination as to how much any individual Eligible Class Member may receive from the Settlement. Your share of the Net Settlement Fund will depend on several things, including the total dollar amount of claims represented by the valid Proofs of Claim that Eligible Class Members send in, compared to the dollar amount of your claim, all as calculated under the Plan of Allocation discussed below.

Only Eligible Class Members will be potentially eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Class by definition will not be eligible to receive a distribution from the Net Settlement Fund and should not submit Proofs of Claim. The only securities that are included in the Settlement are Eligible Shares.

**HOW YOU GET A PAYMENT – SUBMITTING A PROOF OF CLAIM**

**8. How can I get a payment?**

To be eligible to receive your maximum potential payment from the Settlement, you must submit a Proof of Claim. A Proof of Claim is enclosed with this Notice or it may be downloaded or submitted online at [www.InterPrivateStockholderSettlement.com](http://www.InterPrivateStockholderSettlement.com). Read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and **mail it to the Settlement Administrator at the address provided in the Proof of Claim or submit it online so that it is postmarked or received no later than September 11, 2025**.

**9. When would I get my payment?**

The Court will hold a Settlement Hearing on September 12, 2025, at 1:30 p.m. EST, to decide whether to approve the Settlement. If the Court approves the Settlement, there might be appeals. It is always uncertain whether appeals can be resolved, and if so, how long it would take to resolve them. It also takes time for all the Proofs of Claim to be processed. Please be patient.

**10. What claims with the Settlement release?**

If the Settlement is approved, the Court will enter an Order and Final Judgment (the “Judgment”). Pursuant to the Judgment, all claims asserted against Defendants in the Action will be dismissed with prejudice. As a member of the Class you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or the other Released Defendant Parties about the Released Plaintiffs’ Claims (as defined below) in this Action. It also means that all of the Court’s orders will apply to you and legally bind you. If the Settlement is approved, you will give up all “Released Plaintiffs’ Claims” (as defined below), including “Unknown Claims” (as defined below), against the “Released Defendant Parties” (as defined below):

- “Released Claims” means Released Plaintiffs’ Claims and Released Defendants’ Claims, collectively or individually.
- “Released Defendant Parties” means Defendants and any and all of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, managers, partners, limited partners, general partners, stockholders, representatives, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, estates, administrators, predecessors, successors, assigns, insurers, and reinsurers.
- “Released Defendants’ Claims” means any and all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, and demands of every nature and description, whether or not currently asserted, whether known claims or Unknown Claims, suspected, existing, or discoverable, whether arising under state, federal, common, or foreign law, whether based in contract, tort, statute, law, equity, or otherwise that Defendants ever had, now have, or hereafter can, shall, or may have in any capacity that, in full or in part, concern, relate to, arise out of, or are any way connected to the institution, prosecution, or settlement of the claims and allegations against Defendants and Aeva in the Action. For the avoidance of doubt, Released Defendants’ Claims shall not include the right to enforce the Stipulation, the Settlement, or the Order and Final Judgment.
- “Released Plaintiff Parties” means Plaintiffs, all other Class Members, and Plaintiffs’ Counsel, and any and all of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, managers, partners, limited partners, general partners, stockholders, representatives, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, estates, administrators, predecessors, successors, assigns, insurers, and reinsurers.
- “Released Plaintiffs’ Claims” means any and all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, and demands of every nature and description, whether or not currently asserted, whether known claims or Unknown Claims, suspected, existing, or discoverable, whether arising under federal, state, common, or foreign law, whether based in contract, tort, statute, law, equity, or otherwise (including, but not limited to, federal and state securities laws), that Plaintiffs or any other Class Member (a) asserted in the Action or (b) ever had, now have, or hereafter can, shall, or may have in any capacity that (1) in full or in part, concern, relate to, arise out of, or are in any way connected to the claims, allegations, transactions, facts, circumstances, events, acts, disclosures, statements, representations, omissions, or failures to act alleged, set forth, referred to, or



involved in the Action, and (2) arise out of, are based upon, relate to, or concern the rights of, duties owed to, and/or ownership of InterPrivate common stock during the Class Period, including, but not limited to, any claims related to (i) the Merger, (ii) the Proxy, (iii) any other disclosures related to or concerning the Merger or Aeva, or (iv) the control or participation of any of Released Defendant Parties with respect to any of the foregoing. For the avoidance of doubt, Released Plaintiffs' Claims shall not include the right to enforce the Stipulation, the Settlement, or the Order and Final Judgment.

- “Unknown Claims” means (i) any Released Plaintiffs' Claims that Plaintiffs 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 or the Company 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 any and all 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 have waived, relinquished, and released any and all provisions, rights, and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state of the United States or territory of the United States or principle of common law, that is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

The Parties acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of the Parties, and 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.

## WHO REPRESENTS THE CLASS

### 11. Who are the lawyers representing the Class in this case?

The Court ordered that the law firms of Grant & Eisenhofer, P.A., Robbins LLP, and Robbins Geller Rudman & Dowd LLP are Co-Lead Counsel in this Action. These lawyers are called Plaintiffs' Counsel.

### 12. How will the lawyers be paid?

Plaintiffs' Counsel have not received any payment for their services in pursuing claims in the Action on behalf of the Class, nor have Plaintiffs' Counsel been paid for their litigation expenses incurred in connection with the Action. Before final approval of the Settlement, Plaintiffs' Counsel will apply to the Court for an award of fees and expenses to be paid from the Settlement Fund and approved by the Court in accordance with the Settlement, in full satisfaction of any and all claims for attorneys' fees or expenses that have been, could be, or could have been asserted by Plaintiffs' Counsel or any other counsel for any Class Member (the “Fee and Expense Award”). Plaintiffs' Counsel will seek a Fee and Expense Award consisting of attorneys' fees in an amount not to exceed \$2,800,000, inclusive of litigation expenses. The Court will determine the amount of the Fee and Expense Award. The Fee and

Expense Award will be paid solely from (and out of) the Settlement Fund in accordance with the terms of the Stipulation. Class Members are not personally liable for any such fees or expenses.

### **OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the Settlement or any part of it.

#### **13. How do I tell the Court that I object to the proposed Settlement?**

If you are a Class Member, you may object to the proposed Settlement, the proposed Plan of Allocation, and/or the fee and expense applications of Plaintiffs' Counsel or Plaintiffs. For any objection to be considered, you must file a written statement with the Clerk of the Court and send a copy to Plaintiffs' Counsel and Defendants' Counsel at the addresses listed below so that it is **received by August 21, 2025**.

<b>REGISTER IN CHANCERY</b>	<b>PLAINTIFFS' COUNSEL</b>	<b>DEFENDANTS' COUNSEL</b>
Court of Chancery of the State of Delaware  Leonard L. Williams Justice Center  500 North King Street  Wilmington, DE 19801	GRANT & EISENHOFER P.A.  Kelly L. Tucker 123 Justison St., 7th Floor Wilmington, DE 19801	BOIES SCHILLER FLEXNER LLP  Joshua I. Schiller 44 Montgomery St. 41st Floor San Francisco, CA 94104

Any objection must: (i) state the name, address, and telephone number of the objector and must be signed by the objector, even if the objector is represented by counsel; (ii) state the objection(s) and the specific reasons for each objection, including any legal and evidentiary support the objector wishes to bring to the Court's attention and whether the objections apply only to the objector, a specific subset of the Class, or to the entire Class; (iii) include documents sufficient to prove the objector's membership in the Class, including the objecting Class Member's purchases, acquisitions, and any sales of Eligible Shares, proof that such shares were held as of the Redemption Deadline, the number and type of Eligible Shares purchased, acquired, or sold, as well as the dates and prices of each such purchase, acquisition, or sale; and (iv) identify all other class action settlements in which you or your counsel have filed objections in the past five years.

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 file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

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, Defendants' Counsel, and Company Counsel at the mailing and email addresses set forth above so that the notice is *received* on or before August 21, 2025.

The Settlement Hearing may be adjourned by the Court without further written notice to Class Members. If you intend to attend the Settlement Hearing, you should confirm the date and time with Plaintiffs' Counsel or the Settlement Administrator.

**Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection (including the right to appeal) and shall be forever foreclosed from making any objection to the Settlement, the proposed Plan of Allocation, Plaintiffs' Counsel's application for the Fee and Expense Award, or any other matter related to the Settlement or the Action, and**

**will otherwise be bound by the Order and Final Judgment to be entered and the releases to be given. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.**

#### **IF YOU DO NOTHING**

##### **14. What happens if I do nothing?**

If you do nothing, and you are an Eligible Class Member, you will receive only your share of the pro rata distribution of the Net Settlement Fund pursuant to section 1 (Nominal Damages) of the Plan of Allocation. To maximize your potential recovery, you must submit a claim. In addition, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants and/or the other Released Defendant Parties about the Released Plaintiffs' Claims in the Action.

#### **GETTING MORE INFORMATION**

##### **15. How do I get more information?**

This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware, 19801. Additionally, copies of the Stipulation, the Complaints, and any related orders entered by the Court will be posted on the Settlement website, [www.InterPrivateStockholderSettlement.com](http://www.InterPrivateStockholderSettlement.com). If you have questions regarding the Settlement, you may contact the Settlement Administrator: InterPrivate Stockholders Litigation, c/o A.B. Data, Ltd., P.O. Box 173040, Milwaukee, WI 53217, 877-580-8462, [Info@InterPrivateStockholderSettlement.com](mailto:Info@InterPrivateStockholderSettlement.com); or Plaintiffs' Counsel Kelly L. Tucker, Grant & Eisenhofer P.A., 123 Justison Street, 7th Floor, Wilmington, DE 19801, 302-622-7000, [ktucker@gelaw.com](mailto:ktucker@gelaw.com); Shareholder Relations Department, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900, [settlementinfo@rgrdlaw.com](mailto:settlementinfo@rgrdlaw.com); and Aaron Dumas, Robbins LLP, 5060 Shoreham Place, Suite 300, San Diego, CA 92122, 1-800-350-6003, [adumas@robbinsllp.com](mailto:adumas@robbinsllp.com).

#### **THE PROPOSED PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG ELIGIBLE CLASS MEMBERS**

##### **16. How will my claim be calculated?**

The Plan of Allocation is a matter separate and apart from the proposed Settlement, and any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement.

As stated above, the \$14,000,000 Settlement Amount will be deposited into an interest-bearing escrow account for the benefit of the Class. If the Settlement is approved by the Court and the Effective Date of the Settlement occurs, the "Net Settlement Fund" (that is, the Settlement Amount plus any and all interest earned thereon (the "Settlement Fund") less: (i) any taxes and Tax Expenses; (ii) any Notice and Administration Costs; (iii) any attorneys' Fee and Expense Award ordered by the Court, including any service award to Plaintiffs to be deducted solely from any Fee and Expense Award; and (iv) any other costs or fees approved by the Court) will be distributed in accordance with the proposed Plan of Allocation stated below or such other plan of allocation as the Court may approve.

The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and the Effective Date of the Settlement has occurred. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

The Court may approve the Plan of Allocation as proposed or it may modify the Plan of Allocation without further notice to the Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the Settlement website, [www.InterPrivateStockholderSettlement.com](http://www.InterPrivateStockholderSettlement.com).

## PROPOSED PLAN OF ALLOCATION

### UNDERSTANDING YOUR PAYMENT – NET SETTLEMENT FUND

If the Settlement is approved by the Court, the Net Settlement Fund will be distributed only to Eligible Class Members in accordance with this proposed Plan of Allocation (“Plan of Allocation” or “Plan”) or such other plan of allocation as the Court may approve. To maximize potential recovery under this Plan, Eligible Class Members must timely submit a valid Proof of Claim to the Settlement Administrator. Class Members will be bound by the Settlement regardless of whether they timely submit a valid Proof of Claim. The Court may approve this proposed Plan of Allocation, or modify it, without additional notice to the Class. Any order modifying the Plan of Allocation will be posted on the Settlement website: [www.InterPrivateStockholderSettlement.com](http://www.InterPrivateStockholderSettlement.com).

The objective of the Plan of Allocation is to distribute the Net Settlement Fund equitably among Eligible Class Members. The Plan of Allocation is not a formal damages analysis, and the calculations made in accordance with the Plan of Allocation are not intended to be estimates of, or indicative of, the amounts that Class Members might have been able to recover after a trial. Nor are the calculations in accordance with the Plan of Allocation intended to be estimates of the amounts that will be paid to Eligible Class Members under the Settlement. The computations under the Plan of Allocation are only a method to weigh, in a fair and equitable manner, the claims of Eligible Class Members against one another for the purpose of making *pro rata* allocations of the Net Settlement Fund. The formulas below are intended solely for purposes of this Plan of Allocation and cannot and should not be binding on Plaintiffs or any Class Member for any other purpose.

#### **Calculation of Distribution Amounts**

A “Recognized Claim” will be calculated for each share of InterPrivate Class A Common Stock held by an Eligible Class Member at the close of the market on March 9, 2021 that was not redeemed in connection with the Merger. For the avoidance of doubt, there will be no Recognized Claim for any share of InterPrivate Class A Common Stock redeemed in connection with the closing of the Merger. A Recognized Claim shall have two components:

1. **Nominal Damages:** Regardless of whether a Proof of Claim is submitted, for each share of InterPrivate Class A Common Stock held by an Eligible Class Member at the close of the market on March 9, 2021, each Eligible Class Member shall receive nominal damages in the amount of \$0.10 per Eligible Share (“Nominal Damages”).
2. **Proof of Claim:** For Each Eligible Share held by an Eligible Class Member at the close of the market on March 9, 2021 that was not redeemed in connection with the Merger and is listed on the Proof of Claim and for which adequate documentation is provided to the Settlement Administrator, payments will be calculated as follows:
  - A. For each Eligible Share sold after the close of the market on March 9, 2021 and before the close of the market on March 7, 2024 at a price<sup>2</sup> below \$10.07, the Recognized Claim component pursuant to this subsection 2 for each such share shall be the Redemption Price of \$10.07 minus the sale price. If any such shares were sold after the close of the market on March 9, 2021 and before the close of the market on March 7, 2024 at a price of \$10.07 or greater, the Recognized Claim component pursuant to this subsection 2 for each such share shall be zero; or
  - B. For each Eligible Share held as of the close of the market on March 7, 2024, the Recognized Claim component pursuant to this subsection 2 for each such share shall be \$8.88, calculated as the Redemption Price of \$10.07 minus \$1.19 (the closing stock price of Aeva on this date rounded to the nearest cent based on the trading price prior to the 1-for-5 reverse stock split on March 18, 2024).

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<sup>2</sup> Aeva common stock underwent a 1-for-5 reverse stock split effective March 19, 2024. All stock prices stated herein reflect historical prices unadjusted for the split.

- C. To the extent that the calculation of an Eligible Class Member's Recognized Claim component pursuant to this subsection 2 results in a negative number, that number shall be set to zero.

The Net Settlement Fund will be distributed to Eligible Class Members on a *pro rata* basis based on the relative size of their Recognized Claims. Specifically, a "Distribution Amount" will be calculated for each Eligible Class Member, which will be the sum of the (1) Nominal Damages, and, as applicable (2) the Eligible Class Member's Recognized Claim component calculated pursuant to subsection 2 herein divided by the total Recognized Claim components claimed for all Eligible Class Members pursuant to subsection 2 herein, multiplied by the total amount in the Net Settlement Fund after allocation of all Nominal Damages. If any Eligible Class Member's Distribution Amount calculates to less than \$10.00, other than the Nominal Damages amount, it will not be included in the calculation, and no distribution will be made to that Eligible Class Member; however, they will nevertheless be bound by the Settlement and the Order and Final Judgment of the Court dismissing this Action. If the sum total of Nominal Damages and Recognized Claims of all Eligible Class Members who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Eligible Class Member shall receive their *pro rata* share of the Net Settlement Fund. If the Net Settlement Fund exceeds the sum total amount of the Nominal Damages and Recognized Claims of all Eligible Class Members entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund shall be distributed *pro rata* to all Eligible Class Members entitled to receive payment pursuant to subsection 2 of this section of the Plan. Defendants shall not have a reversionary interest in the Net Settlement Fund.

#### **Additional Provisions**

Any transaction in common stock executed outside regular trading hours for the U.S. financial market shall be deemed to have occurred during the next trading session.

**FIFO Matching:** If a Claimant made more than one purchase or sale of InterPrivate LLC or Aeva Technologies, Inc. common stock during the Class Period, all purchases and sales will be matched on a First In, First Out ("FIFO") basis. Class Period sales will be matched first against any holdings at the beginning of the Class Period and then against purchases in chronological order, beginning with the earliest purchase made during the Class Period.

All purchases and sales shall exclude any fees, taxes, and commissions.

Purchases and sales of InterPrivate Class A Common Stock and Aeva common stock shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. The receipt or grant by gift, inheritance, or operation of law of InterPrivate Class A Common Stock or Aeva common stock shall not be deemed a purchase or sale of these shares of InterPrivate Class A Common Stock, or Aeva common stock for the calculation of an Eligible Class Member's Recognized Claim, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase of such shares of such InterPrivate Class A Common Stock, or Aeva common stock unless: (i) the donor or decedent purchased such shares of InterPrivate Class A Common Stock, or Aeva common stock; (ii) no Proof of Claim was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such shares of InterPrivate Class A Common Stock, or Aeva common stock; and (iii) it is specifically so provided in the instrument of gift or assignment.

The date of covering a "short sale" is deemed to be the date of purchase of InterPrivate Class A Common Stock or Aeva common stock. The date of a "short sale" is deemed to be the date of sale of InterPrivate Class A Common Stock, or Aeva common stock. Under the Plan of Allocation, however, the Recognized Claim on "short sales" is zero and the Recognized Claim on any portion of a purchase that matches against (or "covers") a "short sale" is zero. The Recognized Claim on a "short sale" that is not covered by a purchase is also zero.

InterPrivate Class A Common Stock (including those shares converted to Aeva common stock) is the only security eligible for recovery under the Plan of Allocation. Option Contracts are not securities eligible to participate in the Settlement. With respect to shares of InterPrivate Class A Common Stock or Aeva common stock purchased or sold through the exercise of an option, the purchase/sale date of the InterPrivate Class A Common Stock, or Aeva common stock is the exercise date of the option and the purchase/sale price of the InterPrivate Class A Common Stock, or Aeva common stock is the exercise price of the option.

Distributions will be made to Eligible Class Members after all Proofs of Claim and Release have been processed and after the Court has finally approved the Settlement. After the initial distribution of the Net Settlement Fund, the Settlement Administrator will make reasonable and diligent efforts to have Eligible Class Members cash their distribution checks. To the extent any monies remain in the fund after a reasonable amount of time following the date of the initial distribution, if Plaintiffs' Counsel, in consultation with the Settlement Administrator, determine that it is cost-effective to do so, the Settlement Administrator will conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Eligible Class Members who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution pursuant to the terms of this Plan. Additional re-distributions to Eligible Class Members who have cashed their prior checks may occur thereafter if Plaintiffs' Counsel, in consultation with the Settlement Administrator, determine that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance shall be donated to the Delaware Combined Campaign for Justice.

Payment pursuant to the Plan of Allocation or such other plan as may be approved by the Court for this Settlement shall be conclusive against all Eligible Class Members. No person shall have any claim against Plaintiffs, Plaintiffs' Counsel, Plaintiffs' damages expert, Defendants, Defendants' Counsel, any of the other Class Members, or the Settlement Administrator or other agent designated by Plaintiffs' Counsel arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further orders of the Court. Plaintiffs, Plaintiffs' Counsel, Defendants and their respective counsel, and all other released parties shall have no responsibility for or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the Plan of Allocation; the determination, administration, calculation, or payment of any claim or nonperformance of the Settlement Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.

The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any Class Member or claimant.

Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its claim.

#### **SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES**

If, during the Class Period, you purchased or otherwise acquired Eligible Shares for the beneficial interest of an individual or entity other than yourself, the Court has directed that, **WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS NOTICE**, you either: (a) provide to the Settlement Administrator the name and last known address of each person or organization for whom or which you purchased such securities during such time period, or (b) request additional copies of this Notice and the Proof of Claim, which will be provided to you free of charge, and within ten (10) days mail the Notice and Proof of Claim directly to the beneficial owners of the securities referred to herein. If you choose to follow alternative procedure (b), upon such mailing, you must send a statement to the Settlement Administrator confirming that the mailing was made as directed and retain the names and addresses for any future mailings to Class Members. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Reasonable out-of-pocket expenses actually incurred in connection with the foregoing includes up to \$0.03 for providing names, addresses, and email addresses to the Settlement Administrator per record, up to a maximum of \$0.03 per Notice and Proof of Claim emailed or mailed by you, plus postage at the rate used by the Settlement Administrator. Your reasonable expenses will be paid upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Settlement Administrator:

*InterPrivate Stockholder Settlement*

A.B. Data, Ltd.

P.O. Box 173040

Milwaukee, WI 53217

[www.InterPrivateStockholderSettlement.com](http://www.InterPrivateStockholderSettlement.com)

DATED: JUNE 13, 2025

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BY ORDER OF THE COURT

DELAWARE COURT OF CHANCERY