



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE INTERPRIVATE
ACQUISITION CORP.
STOCKHOLDER LITIGATION

CONSOLIDATED
C.A. No. 2024-0221-LWW

AMENDED STIPULATION OF SETTLEMENT

This Amended Stipulation of Settlement, dated December 6, 2024, as amended this 28th day of April 2025 (with the Exhibits hereto, the “Stipulation,” and the settlement contemplated hereby, the “Settlement”), is made and entered into, through their respective counsel, by and among the following parties: (i) Louis Smith and Todd Katz (together, “Plaintiffs”), plaintiffs in the above-captioned action (“Action”) on behalf of themselves and the Class (defined below); and (ii) defendants Ahmed M. Fattouh, Brandon C. Bentley, Jeffrey A. Harris, Pietro Cinquegrana, Matthew Luckett, Alan Pinto, Brian Q. Pham, Minesh K. Patel, Soroush Salehian Dardashti, Mina Rezk, InterPrivate Acquisition Management LLC, InterPrivate LLC, and Aeva Technologies, Inc. (“Aeva” or the “Company”) (collectively, “Defendants,” and together with Plaintiffs, the “Parties,” and each a “Party”).

This Stipulation is submitted pursuant to Court of Chancery Rule 23(f). Subject to the terms and conditions set forth herein and the approval of the Court, the Settlement embodied in this Stipulation is intended: (i) to be a full and final

disposition of the Action; (ii) to state all of the terms of the Settlement and the resolution of the Action; and (iii) to fully, finally, and forever compromise, resolve, discharge and settle the Released Claims and result in the complete dismissal of the Action with prejudice.¹

I. SUMMARY OF THE ACTION AND PROCEDURAL HISTORY

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 (“InterPrivate 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

¹ Capitalized terms have the meanings set forth in the “Definitions” section below or as otherwise defined in this Stipulation.

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. 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”).

Prior to the Special Meeting, the holders of 30,874 shares of InterPrivate Class A Common Stock (the “Redeeming Stockholders”) exercised their right to redeem those shares, and, concurrent with the consummation of the Merger, the Redeeming Stockholders received approximately \$310,828.

On March 11, 2021, InterPrivate stockholders 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.

On March 7, 2024, plaintiff Louis Smith commenced his action against defendants Fattouh, Bentley, Harris, Cinquegrana, Lockett, 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, Defendants removed the *Smith Action* from the Delaware Chancery Court to the United States District Court for the District of Delaware purportedly pursuant to the Securities Litigation Uniform Standards Act of 1998.

On May 15, 2024, Smith filed a Motion for Remand of the *Smith* Action to the Court of Chancery.

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. 2024-0598-LWW (the “*Katz* Action”).

On June 5, 2024, certain of the Defendants opposed Smith’s Motion for Remand and cross moved to dismiss the *Smith* Action;

On June 12, 2024, the Parties participated in a full-day mediation (the “Mediation”) before Greg Danilow, Esq., of Phillips ADR Enterprises (the “Mediator”). When the Parties were unable to reach agreement at that Mediation, the Mediator issued a mediator’s recommendation that the Parties settle their dispute for consideration in the amount of \$14,000,000.

As a result of these 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 this Stipulation.

On December 6, 2024, the Parties executed a stipulation of settlement, the material terms of which are substantially identical to those in this Stipulation, and

Plaintiff in the *Smith* Action sought preliminary approval of the Settlement pursuant to Federal Rule of Civil Procedure 23, where the *Smith* Action was then pending. On March 6, 2025, the court in the *Smith* Action held a hearing to consider the Settlement, at which hearing the court expressed concerns about whether it had jurisdiction to approve the Settlement;

On March 20, 2025, the court in the *Smith* Action granted Plaintiff's Motion to Remand and denied Defendants' Motion to Dismiss and the *Smith* Action was remanded to the Delaware Court of Chancery;

On April 2, 2025, the *Smith* Action and *Katz* Action were consolidated and the Parties were ordered to submit the Settlement for approval within 21 days of that consolidation order.

This Stipulation (together with the Exhibits hereto) has been duly executed by the undersigned signatories on behalf of their respective clients, and reflects the final and binding agreement between the Parties.

II. PLAINTIFFS' CLAIMS AND THE BENEFITS OF THE SETTLEMENT

Based upon their investigation and prosecution of the Action, Plaintiffs and Plaintiffs' Counsel believe that the claims asserted have merit, but also believe that the Settlement set forth herein 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 this 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 herein. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Plaintiffs of any infirmity in the claims asserted in the Action.

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 this 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 this Stipulation.

III. DEFENDANTS' DENIAL OF WRONGDOING AND LIABILITY

Defendants deny any and all allegations of wrongdoing, fault, liability, or damages with respect to Released Plaintiffs' Claims, 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.

Nevertheless, Defendants have determined to enter into the Settlement on the terms and conditions set forth in this 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 this Stipulation or the Settlement shall be construed as an admission by Defendants or the Company of any wrongdoing, fault, liability, or damages whatsoever.

IV. TERMS OF THE STIPULATION AND AGREEMENT OF THE SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND AGREED, subject to the approval of the Court pursuant to Court of Chancery Rule 23, that the Action shall be fully and finally compromised, settled, and dismissed with prejudice, and that (i) all Released Plaintiffs' Claims shall be completely, fully, finally, and forever compromised, settled, released, discharged, extinguished, and dismissed with prejudice and without costs (except as provided herein) as against all Released Defendant Parties (as defined below), and (ii) all Released Defendants' Claims (as defined below) shall be completely, fully, finally, and forever compromised, settled, released, discharged, extinguished, and dismissed with prejudice and without costs (except as provided herein) as against all Released

Plaintiff Parties (as defined below), upon and subject to the following terms and conditions of the Settlement:

A. Definitions

1. In addition to the terms defined elsewhere in this Stipulation, following capitalized terms, used in this Stipulation and its Exhibits, shall have the meanings specified below:

a. “Class” means a class for settlement purposes only, and pursuant to Court of Chancery Rule 23(a), 23(b)(1) and 23(b)(2), consisting 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.

b. “Class Distribution Order” means an order authorizing the specific distribution of the Net Settlement Fund.

c. “Class Member” means a Person who is a member of the Class.

d. “Class Period” means the period between August 16, 2019 and March 12, 2021, inclusive.

e. “Custodian” means a broker-dealer, bank, sub-custodian, or other nominee that holds securities in its name on behalf of a beneficial owner.

f. “Defendants’ Counsel” means Boies Schiller Flexner LLP, Simpson Thacher & Bartlett LLP, and Morris, Nichols, Arsht & Tunnell LLP.

g. “DTC” means the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company.

h. “DTC Participants” means all DTC participants that held InterPrivate Class A Common Stock immediately after the Redemption Deadline on March 9, 2021.

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

j. “Eligible Class Members” means those Class Members who held Eligible Shares, *i.e.*, holders of InterPrivate Class A Common Stock who had the right to but did not exercise their redemption rights as to all shares of Class A Common Stock held by them in connection with the Merger.

k. “Eligible Shares” means shares of InterPrivate Class A Common Stock owned by Class Members immediately after the Redemption Deadline (March 9, 2021) that were not submitted for redemption in connection with the Merger.

l. “Escrow Account” means the bank account that is maintained by the Escrow Agent and into which the Settlement Amount will be deposited and wherein the Settlement Fund will be held.

- m. “Escrow Agent” means Robbins Geller Rudman & Dowd LLP.
- n. “Excluded Persons” means: (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.
- o. “Exhibits” means the exhibits attached hereto.
- p. “FDIC” means the Federal Deposit Insurance Corporation.
- q. “Fee and Expense Award” means an award to Plaintiffs’ Counsel 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.
- r. “Final” when referring to any judgment or order entered by the Court, means that one of the following has occurred: (i) the time for the filing or noticing of any motion for reconsideration, reargument, appeal, or review of the

judgment or order has expired without any such filing or notice; or (ii) the judgment or order has been affirmed in all material respects on an appeal or after reconsideration or other review and is no longer subject to further review upon appeal, reconsideration, or other review, and the time for any petition for reconsideration, reargument, appeal, or review of such judgment or order (or any order affirming it) has expired; provided, however, that any disputes or appeals relating solely to the amount, payment, or allocation of attorneys' fees and expenses or the Plan of Allocation, or any other plan of allocation, in the Action shall have no effect on finality for purposes of determining the date on which the Order and Final Judgment becomes Final, and shall not prevent, limit, or otherwise affect whether the Order and Final Judgment are considered Final.

s. "First Settlement Payment" means the sum of \$2,800,000 (two million eight hundred thousand United States dollars) in cash.

t. "Individual Defendants" means defendants Fattouh, Bentley, Harris, Cinquegrana, Lockett, Pinto, Pham, Patel, Dardashti, and Rezk.

u. "Net Settlement Fund" means the balance remaining in the Settlement Fund after the payment of (a) any taxes or Tax Expenses; (b) any Notice and Administration Costs; (c) any Fee and Expense Award awarded by the Court; and (d) any other costs or fees approved by the Court.

v. “Notice” means the Notice of: (I) Pendency and Proposed Settlement and Plan of Allocation; (II) Settlement Hearing; and (III) Motion for an Award of Attorneys’ Fees and Expenses, substantially in the form attached hereto as Exhibit B.

w. “Notice and Administration Costs” means all costs, fees, and expenses associated with the administration or disbursement of the Settlement Fund, including, without limitation, processing claims made by Eligible Class Members, calculating payments to Eligible Class Members or resolving any dispute relating thereto, or any other cost, fee, or expense otherwise incurred by the Settlement Administrator or Plaintiffs’ Counsel in providing notice of the Settlement to the Class or administering or carrying out the terms of the Settlement.

x. “Order and Final Judgment” means the Final Judgment and Order of Dismissal with Prejudice to be entered in the Action, substantially in the form attached hereto as Exhibit D, or as modified by agreement of the Parties in writing.

y. “Person” means any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, affiliate, joint stock company, investment fund, estate, legal representative, trust, unincorporated association, entity, government and any political subdivision thereof, or any other type of business or legal entity.

z. “Plaintiffs’ Counsel” means Grant & Eisenhofer P.A., Robbins Geller Rudman & Dowd LLP, and Robbins LLP.

aa. “Plan of Allocation” means the proposed plan of allocation of the Net Settlement Fund to Eligible Class Members, substantially in the form set forth in the Notice, or such other plan of allocation approved by the Court.

bb. “Scheduling Order” means the proposed Scheduling Order with Respect to Notice and Settlement Hearing, substantially in the form attached hereto as Exhibit A.

cc. “Proof of Claim and Release” means the form that is to be sent to Class Members with the Notice Package, substantially in the form of Exhibit B-1 attached hereto or as modified pursuant to agreement of the Parties or order of the Court.

dd. “Released Claims” means Released Plaintiffs’ Claims and Released Defendants’ Claims, collectively or individually.

ee. “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.

ff. “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 in 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 this Stipulation, the Settlement, or the Order and Final Judgment.

gg. “Released Parties” means Released Plaintiff Parties and Released Defendant Parties, collectively or individually.

hh. “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.

ii. “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 this Stipulation, the Settlement, or the Order and Final Judgment.

jj. "Releases" means Released Defendants' Claims and Released Plaintiffs' Claims, collectively or individually. "Releases" shall have the same meaning as "Released Claims."

kk. "Securities Transfer Records" means the stock transfer records maintained by or on behalf of the Company listing the names, mailing addresses, and, if available, email addresses for all registered holders of InterPrivate Class A Common Stock during the Class Period and information identifying all Redeeming Stockholders and the number of shares each Redeeming Stockholder redeemed.

ll. "Second Settlement Payment" means the sum of \$11,200,000 (eleven million two hundred thousand United States dollars) in cash.

mm. "Settlement Administrator" means A.B. Data, Ltd.

nn. "Settlement Amount" means the sum of fourteen million United States dollars (\$14,000,000.00) in cash.

oo. "Settlement Fund" means the Settlement Amount plus all interest earned thereon.

pp. “Settlement Hearing” means the hearing to be held by the Court to, among other things: (i) determine whether to finally certify the Class for settlement purposes only, pursuant to Court of Chancery Rule 23(a), (b)(1) and (b)(2); (ii) determine whether Plaintiffs and Plaintiffs’ Counsel have adequately represented the Class, and whether Plaintiffs should be finally appointed as Class representatives for the Class and Plaintiffs’ Counsel should be finally appointed as Class Counsel for the Class; (iii) determine whether the proposed Settlement should be approved as fair, reasonable, and adequate to the Class and in the best interests of the Class; (iv) determine whether the Action should be dismissed with prejudice and the Releases provided under this Stipulation should be granted; (v) determine whether the Order and Final Judgment approving the Settlement should be entered; (vi) determine whether the Plan of Allocation is fair and reasonable, and should therefore be approved; (vii) determine whether and in what amount any Fee and Expense Award should be paid to Plaintiffs’ Counsel out of the Settlement Fund; (viii) hear and rule on any objections to the Settlement, the Plan of Allocation, and/or Plaintiffs’ Counsel’s application for a Fee and Expense Award; and (ix) consider any other matters that may properly be brought before the Court in connection with the Settlement.

qq. “Summary Notice” means the Summary Notice of Pendency and Proposed Class Action Settlement, substantially in the form attached hereto as Exhibit C.

rr. “Tax Expenses” means expenses and costs incurred in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any tax returns).

ss. “Termination Notice” means written notice of a Party’s election of their right to terminate the Settlement and this Stipulation.

tt. “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 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 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 this Stipulation.

B. Notice and Scheduling Order

2. Promptly after execution of the Stipulation, Plaintiffs' Counsel shall submit the Stipulation together with its exhibits (the "Exhibits") to the Court and shall apply for entry of the Scheduling Order, requesting, *inter alia*, approval for the mailing (electronically where such Class Members have agreed to electronic delivery) of the Notice and publication of the Summary Notice, in the forms of Exhibits B and C, respectively, attached hereto. The Notice shall include the general terms of the Settlement set forth in the Stipulation, the proposed Plan of Allocation, the general terms of the fee and expense application, and the date of the Settlement Hearing.

3. From the date of this Stipulation through the Effective Date of the Settlement, Plaintiffs agree, other than for those matters necessary to implement and effectuate the Settlement itself: (a) not to take any steps to prosecute any of the Released Plaintiffs' Claims against any of the Released Defendant Parties; and (b) not to initiate or participate in any proceedings asserting any of the Released Plaintiffs' Claims against any of the Released Defendant Parties.

C. Settlement Consideration

4. In consideration for the full and final release, settlement, dismissal, and discharge of any and all of the Released Claims against the Released Parties, the Parties have agreed to the following:

a. The Settlement Payments:

i. Within five (5) business days after execution of this Stipulation, Plaintiffs' Counsel shall provide complete wire transfer information, instructions, as well as a completed Form W-9, and the name and telephone number of a person with knowledge who verbally can confirm the wiring instructions, to Defendants' Counsel.

ii. No later than five (5) business days following entry of the Scheduling Order, the Company shall pay or cause to be paid the First Settlement Payment into the Escrow Account.

iii. No more than thirty (30) days before the hearing on the final approval of the Settlement, the Company shall pay or cause to be paid the Second Settlement Payment into the Escrow Account.

iv. The First Settlement Payment and Second Settlement Payment shall be made by wire transfer into the Escrow Account; payment shall not be made by check.

b. If either the First Settlement Payment or Second Settlement Payment is not paid in a timely manner in accordance with Paragraph 4(a) above, Plaintiffs may exercise their right to terminate the Settlement under Paragraph 42 below.

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

d. The Settlement Fund shall be administered by the Escrow Agent and shall be used (i) to pay all Notice and Administration Costs; (ii) to pay any Fee and Expense Award; (iii) to pay any taxes and Tax Expenses; and (iv) following the payment of (i), (ii), and (iii) herein, for subsequent disbursement of the Net Settlement Fund to the Authorized Claimants as provided in Section J herein and the Plan of Allocation as approved by the Court.

e. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiffs' Counsel may pay from the Settlement Fund, without further approval from Defendants and/or order of the Court, all reasonable costs and expenses actually incurred in connection with Notice and Administration Costs up to the sum of \$500,000, which shall include the costs of disseminating the Notice Package. Before the Effective Date, all such Notice and Administration Costs in

excess of \$500,000 may be paid from the Settlement Fund only with prior approval of the Court. In the event that the Settlement does not become Final, Notice and Administration Costs paid out of the Settlement Fund or incurred shall not be returned or repaid to any person or entity who or which funded the Settlement Fund. After the Effective Date, Notice and Administration Costs may be paid as incurred, without approval of Defendants or further order of the Court.

D. Scope of the Settlement

5. Upon entry of the Order and Final Judgment, the Action shall be dismissed in their entirety and with prejudice. Plaintiffs and Defendants shall each bear their own fees, costs, and expenses, except as expressly provided in this Stipulation; provided, however, that nothing herein shall affect Defendants' rights to, and claims for, advancement or indemnity of their legal fees, costs, and expenses in connection with the Action, the Settlement, or any of Released Plaintiffs' Claims, nor any claims that Defendants may have against their respective insurers, co-insurers, or reinsurers.

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

prosecuting, or continuing to prosecute any of Released Plaintiffs' Claims against any of Released Defendant Parties.

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

E. Class Certification

8. Solely for the purposes of the Settlement and for no other purpose, the Parties agree to: (a) certification of the Action as a class action pursuant to Court of Chancery Rule 23(a), 23(b)(1), and 23(b)(2) on behalf of the Class; (b) appointment of Plaintiffs as Class representatives for the Class; and (c) appointment of Plaintiffs' Counsel as counsel for the Class.

9. The certification of the Class shall be binding only with respect to the Settlement and this Stipulation. In the event that the Settlement or this Stipulation is terminated pursuant to its terms or the Effective Date fails to occur, the certification of the Class shall be deemed vacated and the Action shall proceed as though the Class had never been certified.

F. Stay Pending Court Approval

10. The Parties hereby agree to stay the proceedings in the Action, to file no further actions against the Released Parties asserting any Released Claims, and to stay and not to initiate any and all other proceedings other than those incident to the Settlement itself, pending the occurrence of the Effective Date. The Parties' (and any third-parties') respective deadlines to respond to any filed or served pleadings, motions, or discovery requests are extended indefinitely.

11. The Parties agree to use their best efforts to seek the stay and dismissal of, and to oppose entry of any interim or final relief in favor of, any Class Member, in any other proceedings against any of Defendants or any other Released Defendant Parties that challenge the Settlement or otherwise assert or involve, directly or indirectly, any of the Released Plaintiffs' Claims against any of Released Defendant Parties.

12. Notwithstanding Paragraphs 10 and 11 above, nothing herein shall in any way impair or restrict the rights of any Party to defend this Stipulation or the Settlement or to otherwise respond in the event any Person objects to this Stipulation, the Settlement, the Order and Final Judgment, the Fee and Expense Award, or the Plan of Allocation.

G. Conditions of Settlement

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

a. the Stipulation, and such other documents as may be required to obtain final Court approval of the Stipulation in a form satisfactory to the Parties, have been executed;

b. the payment in full of the Settlement Amount into the Escrow Account in accordance with Paragraph 4(a) above;

c. the Court's certification of the Class;

d. the Court has entered the Scheduling Order, substantially in the form of Exhibit A hereto, as required by ¶ 2 hereof;

e. the Court's entry of the Order and Final Judgment, including the Releases substantially in the form set out in this Stipulation and the dismissal with prejudice of the Action without the award of any damages, costs, or fees and expenses, except as provided for in this Stipulation; and

f. the Order and Final Judgment becoming Final.

14. Upon the occurrence of the Effective Date, any and all remaining interest or right in the Settlement Fund of Defendants or any other of Released

Defendant Parties shall be absolutely and forever extinguished, and the Releases provided under this Stipulation shall be effective.

H. Attorneys' Fees and Expenses

15. Plaintiffs' Counsel intend to petition the Court for a Fee and Expense Award, which application will be wholly inclusive of any request for attorneys' fees and expenses on behalf of any Class Member or their counsel in connection with the Settlement. The Parties acknowledge and agree that any Fee and Expense Award in connection with the Settlement shall be paid from the Settlement Fund and shall reduce the Settlement consideration paid to the Class accordingly. Plaintiffs' Counsel's application for a Fee and Expense Award is not the subject of any agreement among the Parties except as set forth in this Stipulation. The application for a Fee and Expense Award is separate from the Settlement, and any issues, problems, or objections in connection therewith will not affect the validity of the Settlement. Defendants will take no position on the application for a Fee and Expense Award. The Court may consider and rule upon the fairness, reasonableness, and adequacy of the Settlement independently of any Fee and Expense Award. Any disapproval or modification of any application for a Fee and Expense Award by the Court or on appeal shall not affect or delay the enforceability of the Settlement, provide any Party with the right to terminate the Settlement, impose any obligation on any Defendant, subject any Defendant in any way to an increase in the amount

paid on their behalf in connection with the Settlement, or affect or delay the binding effect or finality of the Settlement and the releases by any Party. For the avoidance of doubt, Plaintiffs' Counsel will only seek a Fee and Expense Award and any service award from the Settlement Fund; Plaintiffs and Plaintiffs' Counsel will not seek any additional fees, costs, expenses, or other monetary sum from Defendants, their insurers, or anyone else; and Plaintiffs and Plaintiffs' Counsel shall not make any other fee application in connection with the Action in the Court or in any other court or other tribunal or forum. No discussions occurred between the Parties concerning the amount of any fee and expense application or award prior to the time the Parties agreed in principle to the material terms of the Settlement, and as of the date hereof, no discussions between the Parties concerning the amount of any fee and expense application or award have occurred.

16. At the time the Settlement is presented to the Court for final approval, Plaintiffs' Counsel shall submit an application for a Fee and Expense Award and any service award to be paid from the Settlement Fund. The Fee and Expense Award shall be paid from the Settlement Fund to Plaintiffs' Counsel within five (5) calendar days of the Court's entry of any order awarding Plaintiffs' Counsel attorneys' fees and expenses notwithstanding the existence of any timely filed objections thereto, or any potential appeal therefrom, or collateral attack on the Settlement, or any part thereof. Plaintiffs and Plaintiffs' Counsel acknowledge and agree that any payment

of Plaintiffs' Counsel attorneys' fee and expenses and any service award is subject to the several obligation of Plaintiffs' Counsel to make full refund of its share of attorneys' fee and expenses and any service award granted if for any reason the Settlement is terminated and to refund the portion of any such payment as to which, as a result of any appeal or further proceedings on remand or successful collateral attack, the amount of fees or expenses or service award is reduced or reversed and such order reducing or reversing the award has become final and no longer subject to appeal.

17. This Stipulation, the Settlement, the Order and Final Judgment, and whether the Order and Final Judgment becomes Final, are not conditioned upon the approval of any Fee and Expense Award, either at all or in any particular amount, by the Court. The Fee and Expense Award may be considered separately from this Stipulation and the proposed Settlement. Any disapproval or modification of the Fee and Expense Award by the Court or on appeal shall not (a) affect or delay the enforceability of this Stipulation or the Settlement, (b) provide any Party the right to terminate the Settlement, (c) affect or delay the binding effect or finality of the Order and Final Judgment or the release of the Released Claims against the Released Parties, or (d) prevent the occurrence of the Effective Date.

18. Plaintiffs and Plaintiffs' Counsel warrant that no portion of any Fee and Expense Award shall be paid to Plaintiffs or any Class Member, except as may be approved by the Court.

19. Plaintiffs' Counsel shall be responsible for allocating and paying any portion of the Fee and Expense Award to any other counsel or any Class Member. Released Defendant Parties shall not have any liability to any counsel for any Class Member for any claimed attorneys' fees and expenses in connection with the Action or the Settlement.

I. The Settlement Fund

20. The Settlement Fund shall be used to pay: (a) any taxes or Tax Expenses; (b) any Notice and Administration Costs; (c) any Fee and Expense Award awarded by the Court; and (d) any other costs or fees approved by the Court. The Net Settlement Fund shall be distributed pursuant to the Plan of Allocation approved by the Court.

21. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned to the Defendants pursuant to the terms of this Stipulation and/or further order of the Court.

22. The Escrow Agent shall invest any funds in the Escrow Account exclusively in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, or in money funds holding only instruments backed by the full faith and credit of the United States Government and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC. In the event that the yield on United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. The Settlement Fund shall bear all risks related to investment of the Settlement Amount.

23. The Settlement Fund is intended to be a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1, and the Escrow Agent, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for timely and properly filing or causing to be filed all informational and other tax returns as may be necessary or appropriate

(including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Plaintiffs' Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any taxes owed with respect to the Settlement Fund. Upon written request, the Company shall provide to Plaintiffs' Counsel the statement described in Treasury Regulation § 1.468B-3(e). The Escrow Agent, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this Paragraph, including, as necessary, making a "relation back election," as described in Treasury Regulation § 1.468B-1(j), to cause the qualified settlement fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

24. All taxes and Tax Expenses shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by the Escrow Agent and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the previous Paragraph and in all events shall reflect that all taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. Released Defendant Parties shall have no responsibility or liability for any such taxes or Tax Expenses.

25. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, none of Defendants, any other Released Defendant Parties, or any other Person who or which paid any portion of the Settlement Amount, shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever.

J. Notice to Class Members

26. In accordance with the Scheduling Order, the Settlement Administrator shall mail, or cause to be mailed, by first class U.S. mail, postage prepaid, or other mail service if mailed outside the United States, the Notice, including the Plan of Allocation, and Proof of Claim and Release, attached hereto as Exhibits B and E (the “Notice Package”), to each Class Member at their last known address appearing in the Securities Transfer Records. All record holders of stock who hold such stock on behalf of beneficial owners and who receive the Notice shall be requested to forward the Notice promptly to such beneficial owners.

27. In accordance with the Scheduling Order, Plaintiffs’ Counsel or the Settlement Administrator shall also cause the Summary Notice to be published in *The Wall Street Journal* and over the *PR Newswire*.

28. The Parties further agree that the Notice Package, as approved by the Court, and other relevant documents will be posted on a Settlement website

established and maintained by the Settlement Administrator in accordance with the Scheduling Order.

29. Subject to the approval of the Court, Plaintiffs shall retain the Settlement Administrator to provide all notices approved by the Court to eligible Class Members, to establish and maintain the Settlement website, to process the Proof of Claim and Release forms, to oversee the administration of the Settlement, and to distribute the Net Settlement Fund.

30. Any and all Notice and Administration Costs shall be paid from the Settlement Fund, regardless of the form or manner of notice approved or directed by the Court and regardless of whether the Court declines to approve the Settlement or the Effective Date otherwise fails to occur. In no event shall Plaintiffs or Plaintiffs' Counsel be liable for returning any costs incurred in connection with providing notice to the Class or taxes or Tax Expenses. Aeva shall provide or cause to be provided to the Settlement Administrator or Plaintiffs' Counsel, at Defendants' sole cost, stockholder information as maintained by the transfer agent of InterPrivate, as well as a list of all record holders of InterPrivate Class A Common Stock on the Redemption Deadline, for providing notice to the Class and issuing payments to Eligible Class Members.

K. Distribution of the Settlement Fund

31. Plaintiffs' Counsel shall retain the Settlement Administrator to provide notice of the Settlement to the Class and for the disbursement of the Net Settlement Fund to Eligible Class Members as set forth in the Plan of Allocation, substantially in the form provided for in the Notice attached hereto as Exhibit B. Released Defendant Parties shall not have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Settlement Administrator, the giving of Notice to the Class, or the disbursement of the Net Settlement Fund to Eligible Class Members.

32. For purposes of distributing the Net Settlement Fund to Eligible Class Members, the Company, at no cost to the Settlement Fund, Plaintiffs' Counsel, or the Settlement Administrator, shall: (i) within five (5) business days after the Court's entry of the Scheduling Order, provide, or cause to be provided, to Plaintiffs' Counsel or the Settlement Administrator in an electronically searchable form, such as Microsoft Excel, the Securities Transfer Records and an allocation report, "chill" report, or such other report generated by DTC providing, for each relevant DTC Participant, the participant's "DTC number," the relevant number of shares of InterPrivate Class A Common Stock, and the address or other contact information used to communicate with the appropriate representatives of each such DTC Participant; and (ii) within twenty (20) business days after the Court's entry of the

Scheduling Order, provide, or cause to be provided, to Plaintiffs' Counsel or the Settlement Administrator in an electronically searchable form, such as Microsoft Excel, the Securities Transfer Records for Redeeming Stockholders.

33. In addition to the information to be provided under Paragraph 32 above, Defendants, at the request of Plaintiffs and/or Plaintiffs' Counsel, and at no cost to the Settlement Fund, Plaintiffs, Plaintiffs' Counsel, or the Settlement Administrator, shall make reasonable efforts to provide such additional information as may be required to distribute the Net Settlement Fund to Eligible Class Members and to ensure that the Net Settlement Fund is paid only to Eligible Class Members, and as to Eligible Shares, and not to Excluded Persons, including, without limitation, using reasonable efforts to obtain suppression letters from Excluded Persons and/or Excluded Persons' brokers if requested to do so by the DTC.

34. Excluded Persons shall not have any right to receive any part of the Settlement Fund for their own account(s) (*i.e.*, accounts in which they hold a proprietary interest), or any additional amount based on any claim relating to the fact that Settlement proceeds are being received by any other stockholder, under any theory, including, but not limited to, contract, application of statutory or judicial law, or equity.

35. The Net Settlement Fund shall be allocated and distributed to Eligible Class Members in accordance with the Plan of Allocation, substantially in the form

set forth in detail in the Notice attached as Exhibit B hereto, which is subject to approval by the Court.

36. If there is any balance remaining in the Net Settlement Fund within a reasonable amount of time after distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, amounts returned by Excluded Persons who erroneously receive settlement payments, or otherwise), the Settlement Administrator shall, if feasible, distribute such balance among the Eligible Class Members who received and deposited the initial distribution, in the same manner as the initial distribution. If the cost of making such a further distribution or distributions is unreasonably high relative to the amount remaining in the Net Settlement Fund, Plaintiffs' Counsel may instruct the Settlement Administrator to distribute any balance which still remains in the Net Settlement Fund, after provision for all anticipated taxes and other expenses, to the Delaware Combined Campaign for Justice. Neither the Released Defendant Parties nor their indemnitors or insurers shall have any reversionary interest in the Net Settlement Fund.

37. Notwithstanding anything to the contrary in this Stipulation, the Plan of Allocation is not a necessary term of the Settlement or this Stipulation, and it is not a condition of the Settlement or this Stipulation that any particular plan of allocation be approved by the Court. Plaintiffs and Plaintiffs' Counsel may not cancel or terminate the Settlement (or this Stipulation) based on the Court's or any

appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in connection with the Settlement.

38. The Net Settlement Fund shall be distributed to Eligible Class Members only after the Effective Date of the Settlement and after: (a) all Notice and Administration Costs, all taxes and Tax Expenses, and any Fee and Expense Award have been paid from the Settlement Fund or reserved; and (b) the Court has entered the Class Distribution Order. At such time that Plaintiffs' Counsel, in their sole discretion, deem it appropriate to move forward with the distribution of the Net Settlement Fund to the Class, Plaintiffs' Counsel will apply to the Court, on notice to Defendants' Counsel, for the Class Distribution Order.

39. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Class Members. Plaintiffs, the other Released Plaintiff Parties, Defendants, and the other Released Defendant Parties, and each of their respective counsel, shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the determination, administration, or calculation of any payment from the Net Settlement Fund, the nonperformance of the Settlement Administrator or a nominee holding shares on behalf of a Class Member, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

40. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, Defendants, the Released Defendant Parties, and any other person or entity who or which paid any portion of the Settlement Amount shall have no right to the return of the Settlement Amount or any portion thereof for any reason whatsoever, including the inability to locate Class Members or the failure of Eligible Class Members to deposit settlement funds distributed by the Settlement Administrator.

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

L. Termination of Settlement; Effect of Termination

42. Plaintiffs, Defendants (as a Defendant group that unanimously agrees amongst themselves), and the Company shall each have the right to terminate the Settlement and this Stipulation by providing a Termination Notice to the other parties to this Stipulation within thirty (30) calendar days of: (a) the Court's final refusal to enter the Scheduling Order in any material respect and such final refusal decision has become Final; (b) the Court's refusal to approve this Stipulation, the Settlement, or any part of it that materially affects any Party's rights or obligations hereunder and such final refusal decision has become Final; (c) the Court's declining to enter the Order and Final Judgment in any material respect and such final refusal

decision has become Final; or (d) the date upon which the Order and Final Judgment is modified or reversed in any material respect by an appellate court and such order modifying or reversing the Order and Final Judgment becomes Final. In addition to the foregoing, Plaintiffs shall have the unilateral right to terminate the Settlement and this Stipulation, by providing a Termination Notice within thirty (30) calendar days of any failure of the Defendants to pay the full payment of the Settlement Amount into the Escrow Account in a timely manner in accordance with Paragraph 5(a) of this Stipulation. For the avoidance of doubt, the Parties stipulate and agree that any change to the scope or substance of the Releases provided for in this Stipulation and the Settlement would constitute a material change that gives rise to each of the Parties' rights to terminate this Stipulation and the Settlement. Neither a modification nor a reversal on appeal of any Fee and Expense Award awarded by the Court or any order modifying or rejecting the Plan of Allocation shall be deemed a material modification of the Order and Final Judgment or this Stipulation.

43. In the event that the Settlement is terminated pursuant to the terms of Paragraph 42 of this Stipulation or the Effective Date otherwise fails to occur for any other reason, then (a) the Settlement and this Stipulation (other than this Paragraph 43 and Paragraphs 7, 17, 25, 39, 45, 46, 62, and 63 of this Stipulation) shall be canceled and terminated; (b) any judgment entered in the Action and any related orders entered by the Court shall in all events be treated as vacated, *nunc pro*

tunc; (c) the Releases provided under the Settlement shall be null and void; (d) the fact of, and negotiations and other discussions leading to, the Settlement shall not be admissible in any proceeding before any court or tribunal; (e) all proceedings in the Action shall revert to their status as of immediately prior to the agreement in principle reached on July 2, 2024, and no materials created by or received from any Party that were used in, obtained during, or related to the Settlement discussions shall be admissible for any purpose in any court or tribunal, or used, absent consent from the disclosing party, for any other purpose or in any other capacity, except to the extent that such materials are otherwise required to be produced during discovery in the Action or in any other litigation; (f) the Parties shall meet and confer and jointly petition the Court for a case scheduling order; (g) the Parties shall proceed in all respects as if the Settlement and this Stipulation (other than this Paragraph) had not been entered into by the Parties; and (h) within fifteen (15) calendar days after joint written notification of termination is sent by the Parties' counsel to the Escrow Agent, the Settlement Fund (including accrued interest thereon, and any other change in value as a result of the investment of all or any portion of the Settlement Fund, and any funds received by Plaintiffs' Counsel consistent with Paragraph 16 of this Stipulation), less any Notice and Administration Costs actually incurred, paid, or payable, and less any taxes and Tax Expenses paid, due, or owing, shall be refunded by the Escrow Agent directly to Aeva who made payments pursuant to

Paragraph 4(a) above in such amounts as directed by Defendants' Counsel. In the event that the funds received by Plaintiffs' Counsel consistent with Paragraph 16 of this Stipulation above have not been refunded to the Settlement Fund within the fifteen (15) calendar days specified in this Paragraph, those funds shall be refunded by the Escrow Agent immediately upon their deposit into the Escrow Account directly to Aeva who made payment pursuant to Paragraph 4(a) above in such amounts as directed by Defendants' Counsel consistent with Paragraph 16 of this Stipulation.

M. No Admission of Liability

44. It is expressly understood and agreed that neither the Settlement nor any act or omission in connection therewith is intended or shall be deemed or argued to be evidence of or to constitute an admission or concession by: (a) Defendants or any of Released Defendant Parties, as to (i) the truth of any fact alleged by Plaintiffs, (ii) the validity of any claims or other issues raised, or which might be or might have been raised, in the Action or in any other litigation, (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation, or (iv) any wrongdoing, fault, or liability of any kind by any of them, which each of them expressly denies; or (b) Plaintiffs that any of their claims are without merit, that any of Defendants had meritorious defenses, or that damages recoverable from Defendants under the Complaint would not have exceeded the Settlement Amount.

45. The Released Parties may file this Stipulation and/or the Order and Final Judgment in any action that has been or may be brought against them in order to support a claim or defense based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim or in connection with any insurance litigation.

N. Miscellaneous Provisions

46. The Parties agree that no Party or their counsel violated Court of Chancery Rule 11, Rule 11 of the Federal Rules of Civil Procedure, or any similar law or statute during the prosecution, defense, or settlement of the Action and the proposed Judgment shall contain such a finding. The Parties agree that the amount paid and the other terms of the Settlement were negotiated at arm's length in good faith by the Parties, and reflect that the Settlement was reached voluntarily after extensive negotiations and consultation among experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims and defenses. Plaintiffs, Defendants, and their counsel shall not make any applications for sanctions, pursuant to Rule 11 of the Court of Chancery Rules, Rule 11 of the Federal Rules of Civil Procedure, or any other similar or applicable rule, code, or statute with respect to any claims or defenses in the Action. The Parties agree that throughout the course of this litigation, all Parties and their counsel

complied with, as applicable, the provisions of Rule 11 of the Court of Chancery Rules, Rule 11 of the Federal Rules of Civil Procedure, the Private Securities Litigation Reform Act of 1995, SLUSA, and all applicable ethics requirements, and the Judgment shall contain such a finding.

47. Defendants warrant that, as to the payments made or to be made on behalf of Defendants pursuant to the Settlement and this Stipulation, at the time of entering into this Stipulation and at the time of such payment, to the best of its knowledge, none of the Defendants or the Company is insolvent, within the meaning of 11 U.S.C. §101(32), nor will the payment required to be made on behalf of the Defendants render the Defendants or the Company, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof.

48. In the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the Settlement Fund or any portion thereof on behalf of the Defendants to be a preference, voidable transfer, fraudulent transfer, or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited into the Settlement Fund by others, then, at the election of Plaintiffs, the Parties shall jointly move the Court to vacate and set aside the Releases given and the Order and Final Judgment entered pursuant to this Stipulation, in which event (i) the Releases and the Order and Final Judgment shall

be null and void; (ii) the Parties shall be restored to their respective positions in the litigation as provided in Paragraph 43 of this Stipulation; (iii) Plaintiffs' Counsel shall refund the Fee and Expense Award consistent with Paragraph 16 of this Stipulation; and (iv) any cash amounts in the Settlement Fund (less any taxes paid, due, or owing with respect to the Settlement Fund, and less any Notice and Administration Costs actually incurred, paid, or payable) shall be returned to the Company and/or the Insurance Carrier as provided in this Stipulation.

49. The Parties and their respective counsel agree to cooperate fully with one another to obtain (and, if necessary, defend on appeal) all necessary approvals of the Court required of this Stipulation, and to use best efforts to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

50. This Stipulation shall be deemed to have been mutually prepared by the Parties and shall not be construed against any of them by reason of authorship.

51. The Parties agree that in the event of any breach of this Stipulation, all of the Parties' rights and remedies at law, equity, or otherwise, are expressly reserved.

52. This Stipulation may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. Any signature to this Stipulation by means of facsimile or other

electronic means shall be treated in all manner and respects as an original signature and shall be considered to have the same binding legal effect as if it were the original signed version thereof and without any necessity for delivery of the original signed signature pages in order for this to constitute a binding agreement.

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

54. If any deadline set forth in this Stipulation or the Exhibits thereto falls on a Saturday, Sunday, or legal holiday, that deadline will be continued to the following business day.

55. Each counsel or other person executing this Stipulation on behalf of any Party warrants that he or she has the full authority to bind his or her principal to this Stipulation.

56. Plaintiffs represent and warrant that none of Released Plaintiffs' Claims have been assigned, encumbered, or in any manner transferred, in whole or in part.

57. This Stipulation shall not be modified or amended, nor shall any provision of this Stipulation be deemed waived, unless such modification, amendment, or waiver is in writing and executed by or on behalf of all of the Parties (or their successors-in-interest).

58. Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Stipulation shall not be deemed a waiver

of any of the provisions hereof, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Stipulation to be performed by such other Party. Waiver by any Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation, and failure by any Party to assert any claim for breach of this Stipulation shall not be deemed to be a waiver as to that or any other breach and will not preclude any Party from seeking to remedy a breach and enforce the terms of this Stipulation.

59. This Stipulation is and shall be binding upon, and shall inure to the benefit of, the Parties (and, in the case of the Releases, all Released Parties as third-party beneficiaries), and their respective legal representatives, heirs, executors, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns, including, without limitation, any corporation or other entity with which any party hereto may merge, reorganize, or otherwise consolidate.

60. All of the Parties submit to the jurisdiction of the Court for all matters relating to the administration, enforcement, and consummation of the Settlement and the implementation, enforcement, and interpretation of this Stipulation. For any such action (but no other action) brought in this Court, each of the Parties (i) consents to personal jurisdiction, (ii) consents to service of process on such Party by email to

its undersigned counsel, and (iii) waives any objection to venue in the Court and any claim that the Court is an inconvenient forum.

61. The construction and interpretation of this Stipulation, and any and all disputes arising out of or relating in any way to this Stipulation, shall be governed by and construed in accordance with the laws of the State of Delaware and without regard to the laws that might otherwise govern under principles of conflicts of law applicable hereto. Any action arising under or to enforce this Stipulation or any portion thereof, shall be commenced and maintained only in this Court.

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

63. Except as otherwise provided herein, each Party shall bear its own costs.

64. All agreements made and orders entered during the course of these Action relating to the confidentiality of information shall survive the Settlement and entry of the Order and Final Judgment.

65. This Stipulation and the Exhibits (Exhibit A: [Proposed] Scheduling Order with Respect to Notice and Settlement Hearing; Exhibit B: Notice of: (I) Pendency and Proposed Settlement and Plan of Allocation; (II) Settlement Hearing; and (III) Motion for an Award of Attorneys' Fees and Expenses; Exhibit C: Summary Notice of Pendency and Proposed Class Action Settlement; and Exhibit

D: [Proposed] Final Judgment and Order of Dismissal with Prejudice) constitute the entire agreement among the Parties with respect to the subject matter hereof. The Exhibits are incorporated by reference as if set forth herein verbatim, and the terms of all Exhibits are expressly made part of this Stipulation; provided, however, that if there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any Exhibit, the terms of the Stipulation shall prevail. No representations, warranties, or inducements have been made to or relied upon by any Party concerning this Stipulation or its Exhibits, other than the representations, warranties, and covenants expressly set forth in this Stipulation or the Exhibits.

66. The Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Plaintiffs and any other Class Members against Released Defendant Parties with respect to Released Plaintiffs' Claims. Accordingly, Plaintiffs, Defendants, and their respective counsel agree not to assert in any forum that this Action was brought by Plaintiffs or defended by Defendants in bad faith or without a reasonable basis. Plaintiffs and Defendants represent and agree that the terms of the Settlement reached between Plaintiffs and Defendants were negotiated at arm's-length and in good faith by Plaintiffs and Defendants, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

67. While retaining their right to deny that the claims asserted in the Action were meritorious, Defendants and their respective counsel, in any statement made to any media representative (whether or not for attribution) will not assert that the Action was commenced or prosecuted in bad faith, nor will they deny that the Action was commenced and prosecuted in good faith and is being settled voluntarily after consultation with competent legal counsel. In all events, the Parties and their respective counsel shall not make any accusations of wrongful or actionable conduct by any Party concerning the prosecution, defense, and resolution of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

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

IN WITNESS WHEREOF, the Parties, through their undersigned counsel,
have executed this Stipulation effective as of the Effective Date set forth above.

Dated: April 28, 2025

GRANT & EISENHOFER P.A.

OF COUNSEL:

GRANT & EISENHOFER P.A.

David Wissbroecker
123 S. Justison Street, 7th Floor
Wilmington, DE 19801
(302) 622-7000

/s/ Kelly L. Tucker

Michael J. Barry (#4368)
Kelly L. Tucker (#6382)
123 S. Justison Street, 7th Floor
Wilmington, DE 19801
Tel: (302) 622-7000
Fax: (302) 622-7100

**BRONSTEIN, GEWIRTZ &
GROSSMAN, LLC**

Peretz Bronstein
Eitan Kimelman
60 East 42nd Street, 46th Floor
New York, NY 10165
(212) 697-6484

Counsel for Plaintiff Louis Smith

OF COUNSEL:

**ROBBINS GELLER RUDMAN
& DOWD LLP**

ROBBINS LLP

Brian J. Robbins
Gregory E. Del Gaizo
Mario D. Valdovinos
5060 Shoreham Place, Suite 300
San Diego, CA 92122
(619) 525-3990

/s/ Christopher H. Lyons

Christopher H. Lyons (#5493)
Tayler D. Bolton (#6640)
Jason M. Avellino (#5821)
1521 Concord Pike, Suite 301
Wilmington, DE 19803
Tel: (302) 467-2660
Fax: (302) 772-4477

**ROBBINS GELLER RUDMAN
& DOWD LLP**

Randall J. Baron
Benny C. Goodman III
Erik W. Luedeke
655 W. Broadway, Suite 1900
San Diego, CA 92101
(619) 231-1058

Counsel for Plaintiff Todd Katz

**MORRIS, NICHOLS, ARSHT
& TUNNELL LLP**

OF COUNSEL:

**BOIES SCHILLER FLEXNER
LLP**

Joshua I. Schiller
44 Montgomery Street
San Francisco, CA 94104
(415) 293-6800

Joseph Kroetsch
333 Main Street
Armonk, NY 10504
(914) 749-8200

*Counsel for Defendants Ahmed M.
Fattouh, Brandon Bentley, Jeffrey
Harris, Pietro Cinquegrana, Matthew
Luckett, Alan Pinto, Brian Q. Pham,
Minesh K. Patel, InterPrivate
Acquisition Management LLC and
InterPrivate LLC*

**SIMPSON THACHER &
BARTLETT LLP**

Stephen P. Blake
2475 Hanover Street
Palo Alto, California 94304
(650) 251-5153

*Counsel for Aeva Technologies, Inc.,
Soroush Salehian Dardashti, and
Mina Rezk*

/s/ D. McKinley Measley
D. McKinley Measley (#5108)
Phillip Reytan (#7255)
1201 North Market Street
Wilmington, DE 19801
Tel: (302) 658-9200

Counsel for Defendants