IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE QUOTIENT TECHNOLOGY INC. MERGER LITIGATION	)))))	C.A. No. 2024-0104-JTL

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

The Court of Chancery of the State of Delaware authorized this Notice. This is not a solicitation from a lawyer.

Notice of Pendency of Class Action: Please be advised that your rights will be affected by the above-captioned stockholder class action (the "Action") pending in the Court of Chancery of the State of Delaware (the "Court") if you were a record holder or beneficial holder of shares of Quotient Technology Inc. ("Quotient" or the "Company") common stock whose shares were converted into the right to receive $4.00 per share in cash when Quotient was acquired on September 5, 2023.

Notice of Settlement: Please also be advised that (i) Plaintiffs Steven Boal, Scott Raskin, The Spieker Living Trust, Spieker 2010 Irrevocable Children's Trust, SPK Investors LLC, and SPK Apartment Investors II LLC (collectively, "Plaintiffs"), on behalf of themselves and the Settlement Class (defined in paragraph 22 below); and (ii) Defendants Matthew Krepsik ("Krepsik"); Houlihan Lokey Inc. ("Houlihan"); Charlesbank Capital Partners LLC ("Charlesbank"); and CB Neptune Holdings, LLC ("Neptune") (collectively, "Defendants," and together with Plaintiffs, the "Parties" and each a "Party") have reached a proposed settlement of the Action (the "Settlement") for $48,000,000 (United States Dollars) in cash (the "Settlement Amount"). The proposed Settlement, if approved by the Court, will resolve all claims in the Action against Defendants, and the Action will be dismissed with prejudice.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. This Notice explains how members of the Settlement Class, or "Settlement Class Members," will be affected by the Settlement. The following table provides a brief summary of the rights you have as a Settlement Class Member and the relevant deadlines, which are described in more detail later in this Notice.

CLASS MEMBERS' LEGAL RIGHTS IN THE SETTLEMENT:	
RECEIVE A PAYMENT FROM THE SETTLEMENT. SETTLEMENT CLASS MEMBERS <u>DO</u> <u>NOT</u> NEED TO SUBMIT A CLAIM FORM.	If you are a Settlement Class Member (as defined in paragraph 22 below), you ***may*** be eligible to receive a *pro rata* distribution from the Settlement proceeds. Settlement Class Members **do not** need to submit a claim form in order to receive a distribution from the Settlement. If you are eligible for a distribution from the Settlement, it will be paid to you directly. *See* paragraphs 27-34 below for further discussion.
OBJECT TO THE SETTLEMENT, THE PROPOSED PLAN OF ALLOCATION, OR PLAINTIFFS' COUNSEL'S REQUEST FOR AN AWARD OF ATTORNEYS' FEES AND EXPENSES BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN SEPTEMBER 8, 2026.	If you are a Settlement Class Member and would like to object to the proposed Settlement, the proposed Plan of Allocation, or Plaintiffs' Counsel's application for a Fee and Expense Award (including any Incentive Awards to Plaintiffs), you may write to the Court and explain the reasons for your objection.
ATTEND A HEARING SEPTEMBER 22, 2026, AT 1:30 P.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN SEPTEMBER 15, 2026.	Filing a written objection that is received by September 8, 2026, and a notice of intention to appear that is received by September 15, 2026, allows you to speak in Court, at the discretion of the Court, about your objection. In the Court's discretion, the September 22, 2026, hearing may be conducted by telephone or videoconference (*see* paragraphs 40-49 below). If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.

WHAT THIS NOTICE CONTAINS

WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to notify Settlement Class Members of the existence of the Action and the terms of the proposed Settlement. This Notice is also being sent to inform Settlement Class Members of a hearing that the Court has scheduled to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation for the Settlement proceeds, and the application by Plaintiffs' Counsel for a Fee and Expense Award, including any Incentive Awards to Plaintiffs, in connection with the Settlement (the "Settlement Hearing"). *See* paragraphs 40-49 below for details about the Settlement Hearing, including the location, date, and time of the hearing.

2. The Court directed that this Notice be mailed to you because you may be a Settlement Class Member. The Court has directed us to send you this Notice because, as a Settlement 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 and the proposed Settlement generally affect your legal rights. Please Note: The Court may approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Settlement Class.

3. The issuance of this Notice is not an expression by the Court of any findings of fact or any opinion concerning the merits of any claim in the Action, and the Court has not yet decided whether to approve the Settlement. If the Court approves the Settlement, then payments to Settlement Class Members will be made after any appeals are resolved.

Please Note: Receipt of this Notice does not mean that you are a Settlement Class Member or that you will be entitled to receive a payment from the Settlement.

WHAT IS THIS CASE ABOUT?

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO THE FOLLOWING MATTERS AND THESE RECITATIONS SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.

4. Quotient Technology Inc. ("Quotient" or the "Company") was a Delaware corporation, formerly known as Coupons.com, that offered its customers a suite of digital media promotions technology products and services. The Company was headquartered in Salt Lake City, Utah, and its common stock traded on the New York Stock Exchange under the ticker symbol QUOT.

5. On June 20, 2023, Quotient announced that it had entered into a definitive agreement pursuant to which CB Neptune Holdings, LLC ("Neptune"), an affiliate of Charlesbank Capital Partners LLC ("Charlesbank"), would acquire all outstanding shares of Quotient common stock not already owned by the acquiring entities for $4.00 per share in cash, representing an aggregate equity value of approximately $430 million (the "Transaction" or "Merger").

6. On August 17, 21, and 23, 2023, Plaintiffs served demands to inspect the books and records of Quotient pursuant to 8 *Del. C.* § 220 (the "Section 220 Demands"). In response to the Section 220 Demands, Quotient produced 433 pages of documents to Plaintiffs.

7. On September 5, 2023, the Transaction closed.

8. On February 7, 2024, Plaintiffs filed a Verified Stockholder Class Action Complaint (the "Complaint") in the Court alleging breaches of fiduciary duty against Defendant Matthew Krepsik ("Krepsik"), Quotient's former Chief Executive Officer, in connection with the Transaction.

9. On September 5, 2024, the Court held a hearing on a motion by Defendant Krepsik to dismiss the Complaint, at which the Court denied the motion.

10. On October 4, 2024, Defendant Krepsik filed his Answer to Plaintiffs' Complaint.

11. On June 18, 2025, Plaintiffs filed their Verified First Amended Stockholder Class Action Complaint (the "Amended Complaint"), in which Plaintiffs again asserted a claim for breach of fiduciary duty against Defendant Krepsik and also asserted new claims for aiding and abetting breaches of fiduciary duty against Defendants Houlihan Lokey, Inc. ("Houlihan"), Neptune,

and Charlesbank.

12. Plaintiffs alleged in the Amended Complaint that Krepsik breached his fiduciary duties as both an officer and a director of Quotient in connection with the Transaction, that Houlihan, Neptune, and Charlesbank aided and abetted those breaches, and that, as a consequence thereof, Quotient common stockholders suffered damages. Specifically, Plaintiffs alleged that:

- Krepsik allegedly had conflicts of interest in connection with the Merger, including because Neptune had allegedly indicated he would eventually lead the post-Merger company;
- Krepsik and Houlihan, which served as Quotient's financial advisor in connection with the Merger, allegedly tilted Quotient's sale process in favor of Neptune and Charlesbank by allegedly favoring them over other potential bidders and by allegedly providing the Quotient Board of Directors with incomplete information; and as a result, Quotient stockholders received $4.00 per share in the Merger, which Plaintiffs alleged was below the fair value of the Company's shares and the merger consideration that could have been obtained from Neptune or an alternative bidder, but for the breaches of duty alleged by Plaintiffs.

13. On August 11, 2025, all four Defendants filed Answers to Plaintiffs' Amended Complaint. Defendants denied, and continue to deny, all substantive allegations in the Amended Complaint and any wrongdoing in connection with the Transaction. Specifically, Defendants deny that Krepsik had any conflict of interest, deny that Krepsik and Houlihan tilted the sales process in favor of Neptune and Charlesbank or favored them in any way, deny that Neptune and Charlesbank created a conflict of interest for Krepsik, and deny that the $4.00 per share that Quotient stockholders received was less than fair value or below what could have been obtained from Neptune or other bidders, particularly since there were no other bidders.

14. Between approximately September 30, 2024, and November 17, 2025, the Parties engaged in extensive discovery. Plaintiffs propounded 55 requests for document production to Defendants, served 90 interrogatories directed to Defendants, and served 21 subpoenas on third parties, including Quotient, Epsilon Data Management LLC, Inmar Inc., Criteo, Goldman Sachs Private Equity, Ibotta, Inc., PJT Partners Inc., Cerberus Business Finance LLC, and others. In response to Plaintiffs' discovery requests, Defendants and third parties produced over 485,000 pages of documents. Defendants propounded 59 document requests to Plaintiffs and served 76 interrogatories on Plaintiffs. Plaintiffs produced 1,806 pages of documents and interrogatory responses.

15. Between October 24, 2025, and December 15, 2025, the Parties participated in depositions of witnesses, including former Quotient directors Lorraine Hariton, Robert McDonald, and Andrew Jody Gessow, as well as corporate representatives of Epsilon Data Management LLC and PJT Partners Inc. pursuant to Court of Chancery Rule 30(b)(6).

16. On November 12, 2025, the Parties participated in a day-long mediation session before

David Murphy. This mediation session was not successful, but the Parties remained in touch with Mr. Murphy and settlement talks continued thereafter.

17. The Parties subsequently engaged in further negotiations, and agreed on January 5, 2026, to a mediator's proposal to settle the Action for the Settlement Amount.

18. The Parties memorialized their agreement in principle to settle the Action in a binding Term Sheet executed on March 5, 2026 (the "Term Sheet"). The Term Sheet set forth, among other things, the Parties' agreement to settle and release all claims against Defendants in the Action in return for a cash payment of $48,000,000.00 USD, subject to certain terms and conditions and the execution of a customary "long-form" stipulation and agreement of settlement and related papers.

19. On March 5, 2026, the Parties informed the Court of their agreement in principle to settle the Action and agreed to suspend all deadlines in the Action.

20. After additional negotiations regarding the specific terms of their agreement, the Parties entered into the Stipulation on May 11, 2026. The Stipulation, which reflects the final and binding agreement between the Parties on the terms and conditions of the Settlement and supersedes the Term Sheet, can be viewed at https://www.QuotientStockholderSettlement.com.

21. On May 21, 2026, the Court entered a Scheduling Order directing that notice of the Settlement be provided to potential Settlement Class Members, and scheduling the Settlement Hearing to, among other things, consider whether to grant final approval to the Settlement.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

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

All record and beneficial stockholders of Quotient as of September 5, 2023 (the date of the consummation of the Transaction), whose shares were converted into the right to receive $4.00 per share in cash in connection with the Transaction, together with their respective successors and assigns, except the Excluded Persons.

> The Excluded Persons are: (i) Defendants; (ii) Yuneeb Khan and Connie Chen (former named executive officers of the Company); (iii) Robert McDonald, Lorraine Hariton, Alison Hawkins, David Oppenheimer, Matthew O'Grady, Joseph Reece, Eric Higgs, Kimberly Anstett, Andrew Jody Gessow, and Michael Wargotz (former directors of the Company); (iv) any parent, subsidiary, affiliate, partner, executive officer, director, heir, successor, assign, or controlling person of any of the foregoing; (v) spouses and minor children of any of the foregoing; and (vi) any entity in which any of the foregoing has or had a controlling interest on September 5, 2023.

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

WHAT ARE THE TERMS OF THE SETTLEMENT?

23. In consideration of the Settlement of the Released Plaintiffs' Claims (defined in paragraph 35 below) against Defendants and the other Released Defendants' Persons (defined in paragraph 35 below), Defendants will pay, or cause their insurers to pay, $48,000,000 (United States Dollars) in cash (the "Settlement Amount") into an interest-bearing escrow account maintained by Plaintiffs' Counsel for the benefit of the Settlement Class. Further, Defendants will release all Released Defendants' Claims against the Settlement Class and the other Released Plaintiffs' Persons (such terms defined in paragraph 35 below). *See* paragraphs 27-35 below for details about the distribution of the Net Settlement Fund to eligible Settlement Class Members and the release of claims.

WHAT ARE THE PARTIES' REASONS FOR THE SETTLEMENT?

24. Plaintiffs and Plaintiffs' Counsel thoroughly considered the facts and law underlying the claims asserted in the Action. Although Plaintiffs and Plaintiffs' Counsel believe that the claims asserted have merit, the Court could have disagreed with Plaintiffs' view of the applicable legal standards or of the underlying evidence and could have entered judgment for Defendants, either dismissing the claims against Defendants on summary judgment (*i.e.*, prior to trial) or after trial. Plaintiffs and Plaintiffs' Counsel also considered the expense and length of continued proceedings necessary to pursue Plaintiffs' claims against Defendants through trial, the uncertainty of appeals, and the collectability of any potential judgment.

25. In light of the monetary recovery achieved, and based upon their investigation, prosecution, and mediation of the Action, and the information available to them through the public record, confidential materials obtained through books and records demands pursuant to 8 *Del. C.* § 220, and extensive discovery—which provided Plaintiffs and Plaintiffs' Counsel with a detailed basis upon which to assess the relative strengths and weaknesses of Plaintiffs' and Defendants' respective positions in 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 Settlement Class, and in their best interests. The Settlement provides an immediate benefit in the form of the $48,000,000 Settlement Amount without the risk that continued litigation could result in obtaining no recovery or a smaller recovery from Defendants after continued extensive and expensive litigation, including trial and appeals.

26. Defendants deny all allegations of wrongdoing, fault, liability, or damage to any Plaintiff or any other Settlement Class Member, and further deny that any Plaintiff has asserted or could assert a valid claim as to any of them. Defendants further deny that they engaged in any wrongdoing or committed, or aided or abetted, any violation of law or breach of duty, or that they have any liability or owe any damages of any kind to Plaintiffs and/or the Settlement Class. Defendants also deny that Quotient or its stockholders were harmed by any conduct of Defendants alleged in the Action or that could have been alleged in the Action. Defendants maintain that they acted properly, in good faith, and in a manner consistent with their legal and

equitable duties. Defendants affirmatively assert that the Merger provided Quotient and its stockholders, including Plaintiffs and the Settlement Class, with substantial benefits. Defendants are entering into the Settlement and the Stipulation solely to avoid the substantial burden, expense, inconvenience, and distraction of continued litigation and to resolve each of the Released Plaintiffs' Claims and any claims that could have been asserted by Plaintiffs or any other Class Member in the Action against the Released Defendants' Persons. The Settlement and the Stipulation shall in no event be construed as, or deemed to be, evidence of or an admission or concession on the part of any Defendant with respect to any claim or factual allegation or of any fault or liability or wrongdoing or damage whatsoever or any infirmity in the defenses that any Defendant has or could have asserted.

WILL I RECEIVE A PAYMENT FROM THE SETTLEMENT?
HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENT, IF ANY, BE?
HOW WOULD I RECEIVE MY PAYMENT?

27. **Please Note:** If you are eligible to receive a payment from the Net Settlement Fund, you **do not** have to submit a claim form in order to receive your payment.

28. As stated above, the Settlement Amount will be deposited into an interest-bearing escrow account maintained by Plaintiffs' Counsel for the benefit of the Settlement 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 and all Taxes; (ii) any and all Notice and Administration Costs; (iii) 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 in paragraphs 31-34 below or such other plan of allocation as the Court may approve.

29. 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.

30. The Court may approve the Plan of Allocation as proposed or it may modify the Plan of Allocation without further notice to the Settlement Class. Any orders regarding any modification of the Plan of Allocation will be posted on the Settlement website, https://www.QuotientStockholderSettlement.com.

PROPOSED PLAN OF ALLOCATION

31. The Net Settlement Fund will be distributed on a *pro rata* basis to all eligible Settlement Class Members who held or beneficially owned shares of Quotient common stock at the closing of the Transaction on September 5, 2023, and therefore received the Transaction Consideration for their "Eligible Shares." For the avoidance of doubt, eligible Settlement Class Members exclude all Excluded Persons. "Eligible Shares" will be the number of shares of Quotient common stock held or beneficially owned by eligible Settlement Class Members at

the closing of the Transaction and for which they received the Transaction Consideration. Each eligible Settlement Class Member will be eligible to receive a *pro rata* payment from the Net Settlement Fund equal to the product of: (i) the number of Eligible Shares held by the eligible Settlement Class Member; and (ii) the "Per-Share Recovery" for the Settlement, which will be determined by dividing the total amount of the Net Settlement Fund by the total number of Eligible Shares held by all eligible Settlement Class Members.

32. Payments from the Net Settlement Fund to eligible Settlement Class Members will be made in the same manner in which eligible Settlement Class Members received the Transaction Consideration. Accordingly, if your shares of Quotient common stock were held in "street name" and the Transaction Consideration was deposited into your brokerage account, your broker will be responsible for depositing your payment from the Net Settlement Fund into that same brokerage account.

33. Subject to Court approval in the Class Distribution Order, Plaintiffs' Counsel will direct the Settlement Administrator to conduct the distribution of the Net Settlement Fund to eligible Settlement Class Members as follows:

a. With respect to shares of Quotient common stock held of record at the closing of the Transaction by the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company (collectively, "DTC"), through its nominee Cede & Co., Inc. ("Cede"), the Settlement Administrator will cause that portion of the Net Settlement Fund to be allocated to eligible Settlement Class Members who held their shares through DTC Participants to be paid to the DTC Participants. The DTC Participants and their respective customers, including any intermediaries, shall then ensure *pro rata* payment to each eligible Settlement Class Member based on the number of Eligible Shares beneficially owned by such eligible Settlement Class Members.

b. With respect to shares of Quotient common stock held of record at the closing of the Transaction other than by Cede, as nominee for DTC (a "Closing Non-Cede Record Position"), the payment with respect to each such Closing Non-Cede Record Position shall be made by the Settlement Administrator from the Net Settlement Fund directly to the record owner of each Closing Non-Cede Record Position in an amount equal to the Per-Share Recovery times the number of Eligible Shares comprising such Closing Non-Cede Record Position.

c. A person who purchased shares of Quotient common stock on or before September 5, 2023, but had not settled those shares at the closing of the Transaction ("Non-Settled Shares"), shall be treated as an eligible Settlement Class Member (and his, her, or its shares treated as Eligible Shares) with respect to those Non-Settled Shares, and a person who sold those Non-Settled Shares on or before September 5, 2023, shall not be treated as an eligible Settlement Class Member with respect to those Non-Settled Shares.

34. In the event that any payment from the Net Settlement Fund is undeliverable or in the

event a check is not cashed by the stale date (*i.e.*, more than six months from the check's issue date), or if there is a remaining balance in the Net Settlement Fund for any other reason, such balance shall be redistributed to identifiable Settlement Class Members in accordance with the Plan of Allocation or, if Plaintiffs' Counsel, in consultation with the Settlement Administrator, determines that redistribution would not be cost-effective, transferred to the Delaware Combined Campaign for Justice.

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

35. If the Settlement is approved, the Court will enter a Final Order and Judgment Approving Class Action Settlement (the "Judgment"). Pursuant to the Judgment, all claims asserted against Defendants in the Action will be dismissed with prejudice and the following Releases will occur:

(i) Release of Claims by Plaintiffs and the Settlement Class: Upon the Effective Date, Plaintiffs and each of the other Settlement Class Members, on behalf of themselves, and their respective heirs, successors-in-interest, predecessors, successors, transferees, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever dismissed with prejudice, settled, resolved, and discharged the Released Plaintiffs' Claims against the Released Defendants' Persons, and shall forever be barred and enjoined from prosecuting the Released Plaintiffs' Claims against the Released Defendants' Persons, and shall be deemed to have covenanted not to sue any Released Defendants' Person with respect to any Released Plaintiffs' Claim.

(ii) Release of Claims by Defendants: Upon the Effective Date, Defendants, on behalf of themselves, and their respective heirs, successors-in-interest, successors, transferees, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever dismissed with prejudice, settled, resolved, and discharged the Released Defendants' Claims against the Released Plaintiffs' Persons, and shall forever be barred and enjoined from prosecuting the Released Defendants' Claims against the Released Plaintiffs' Persons, and shall be deemed to have covenanted not to sue any Released Plaintiffs' Person with respect to any Released Defendants' Claim.

"Released Plaintiffs' Claims" means any and all claims for relief, damages, compensation, demands, suits, actions, injuries, losses, costs, expenses, and/or causes of action of any kind or character, including Unknown Claims, whether at law or in equity, regardless of legal theory, whether foreseen or unforeseen, contingent or actual, liquidated or unliquidated, known or unknown, whether class or individual in nature, whether based on state, local, foreign, federal (including but not limited to any state securities laws), statutory, regulatory, common, or other law or rule (including but not limited to any claims that could be asserted by any

Settlement Class Member derivatively on behalf of Quotient), whether asserted in state or federal court or any other tribunal, forum, or other proceedings, that any Plaintiff or any other Settlement Class Member: (i) asserted or could have asserted in the Action or (ii) ever had, now has, or may have had, directly, representatively, or derivatively, against any of the Released Defendants' Persons by virtue of owning Quotient stock and arising out of or relating in any manner to: (1) the Transaction; (2) the Transaction Consideration; (3) the process leading up to the Transaction; (4) any agreements contemplated or executed in connection with the Transaction; (5) any disclosures contemplated or made in connection with the Transaction; (6) the Action; or (7) any claims, allegations, transactions, facts, circumstances, events, conduct, actions, inactions, breaches of fiduciary duty or other obligations, disclosures, statements, representations, omissions, or failures to act alleged, set forth, referred to, or involved in the Complaint or Amended Complaint filed in the Action, or that could have been alleged, set forth, referred to, or involved in the Complaint or Amended Complaint filed in the Action. For the avoidance of doubt, the Released Plaintiffs' Claims shall not include the right to enforce this Stipulation or the Settlement.

"Released Plaintiffs' Persons" means Plaintiffs, their attorneys (including Plaintiffs' Counsel), the other Settlement Class Members, and any of their current and former parents, subsidiaries, officers, directors, attorneys, family members, trustees, trusts, heirs, executors, administrators, predecessors, successors, and assigns.

"Released Defendants' Claims" means any and all claims for relief, damages, compensation, demands, suits, actions, injuries, losses, costs, expenses, and/or causes of action of any kind or character, including Unknown Claims, whether at law or in equity, regardless of legal theory, whether foreseen or unforeseen, contingent or actual, liquidated or unliquidated, known or unknown, whether based on state, local, foreign, federal, statutory, regulatory, common, or other law or rule, which any Defendant ever had, now has, or may have against any of the Released Plaintiffs' Persons: (i) arising out of and/or relating in any way to the institution or prosecution of, participation in, and/or settlement of the Action; or (ii) that otherwise in any way relate to the Transaction or the subject matter of the Action. Notwithstanding the foregoing, Released Defendants' Claims shall not include any claims arising out of Mr. Boal's or Mr. Raskin's severance arrangements with Quotient, other than claims or conduct that (i) post-date February 6, 2024, and relate to the initiation or litigation of the Action; or (ii) relate directly to Mr. Boal's and Mr. Raskin's pursuit of their respective Section 220 Demands, which claims are hereby released. For the avoidance of doubt, any claims arising out of or relating to Mr. Boal's or Mr. Raskin's severance arrangements with Quotient predating February 6, 2024, except for claims relating to those Section 220 Demands, will not constitute Released Defendants' Claims. Also, for the avoidance of doubt, the Released Defendants' Claims shall not include the right to enforce this Stipulation or the Settlement.

"Released Defendants' Persons" means Defendants and each of their respective past or present affiliates, parents, and subsidiaries, as well as each of their respective past or present family members, spouses, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employees, fiduciaries, partners, control persons, partnerships, general or limited partners or partnerships, joint ventures, member firms, limited liability companies, corporations, affiliates, parents, subsidiaries, divisions, associated entities, stockholders, equity holders, principals, officers, managers, directors, managing directors, members, managing members, managing agents, insurers, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, attorneys, personal or legal representatives, accountants, insurers, co-insurers, reinsurers, and associates.

"Unknown Claims" means any Released Claim that any Party or any Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Claims, including without limitation those which, if known by him, her, or it, might have affected his, her, or its decision(s) 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 Effective Date of the Settlement, the Parties shall expressly waive, and each Settlement Class Member shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Parties acknowledge, and each Settlement Class Member shall be deemed by operation of law 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 by operation of law the Settlement Class Members, to completely, fully, finally, and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, and without regard to the subsequent discovery of additional or different facts. The Parties acknowledge, and each Settlement Class Member shall be deemed by operation of law to have acknowledged, that the inclusion of

Unknown Claims in the definitions 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 Defendants in entering into this Settlement Agreement.

36. By Order of the Court, all proceedings against Defendants in the Action, except for those related to the Settlement, have been stayed, and Plaintiffs and all other Released Plaintiffs' Persons are barred and enjoined from commencing, instituting, or prosecuting any other proceedings against any Released Defendants' Persons asserting any Released Plaintiffs' Claims pending final determination of whether the Settlement should be approved.

37. If the Settlement is approved and the Effective Date occurs, no Settlement Class Member will be able to bring another action asserting the Released Plaintiffs' Claims against any of the Released Defendants' Persons.

HOW WILL PLAINTIFFS' COUNSEL BE PAID?

38. Plaintiffs' Counsel have not received any payment for their services in pursuing the claims asserted in the Action, 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 attorneys' fees and litigation expenses to Plaintiffs' Counsel in connection with achieving the creation of the Settlement Fund (the "Fee and Expense Award") in an amount not to exceed 24% of the Settlement Fund. Plaintiffs may also petition the Court for incentive awards (the "Incentive Awards") to be paid to Plaintiffs, to be paid solely from out of any Fee and Expense Award to Plaintiffs' Counsel, and not to exceed $1,250,000 USD. Plaintiffs' Counsel's application for a Fee and Expense Award, including any application by Plaintiffs for Incentive Awards, is not the subject of any agreement among the Parties other than what is set forth in the Stipulation. Defendants do not believe Plaintiffs should receive any Incentive Awards and expressly reserve the right to object to Plaintiffs' application for Incentive Awards.

39. The Court will determine the amount of the Fee and Expense Award and any Incentive Awards. The Fee and Expense Award (including any Incentive Awards) will be paid solely from (and out of) the Settlement Fund in accordance with the terms of the Stipulation. Settlement Class Members are not personally liable for any such fees or expenses.

WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD?
DO I HAVE TO ATTEND THE HEARING?
MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?

40. Settlement Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Settlement Class Member does not attend the Settlement Hearing. Settlement Class Members can recover from the Settlement without attending the Settlement Hearing.

41. **Please Note:** The date and time of the Settlement Hearing may change without further

written notice to Settlement Class Members. In addition, the Court may decide to conduct the Settlement Hearing remotely by telephone or videoconference, or otherwise allow Settlement Class Members to appear at the hearing remotely by phone or video, without further written notice to Settlement Class Members. **In order to determine whether the date and time of the Settlement Hearing have changed, or whether Settlement Class Members must or may participate remotely by phone or video, it is important that you monitor the Court's docket and the Settlement website, https://www.QuotientStockholderSettlement.com, before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing, or updates regarding in-person or remote appearances at the hearing, will be posted to the Settlement website, https://www.QuotientStockholderSettlement.com. Also, if the Court requires or allows Settlement Class Members to participate in the Settlement Hearing remotely by telephone or videoconference, the information needed to access the conference will be posted to the Settlement website, https://www.QuotientStockholderSettlement.com.**

42. The Settlement Hearing will be held on September 22, 2026, at 1:30 p.m., before The Honorable J. Travis Laster, Vice Chancellor, at the Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, or remotely by Zoom (at the discretion of the Court), to, among other things: (i) determine whether to finally certify the Settlement Class for settlement purposes; (ii) determine whether Plaintiffs and Plaintiffs' Counsel have adequately represented the Settlement Class, and whether Plaintiffs should be finally appointed as Class Representatives for the Settlement Class and Plaintiffs' Counsel should be finally appointed as Class Counsel for the Settlement Class; (iii) determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Settlement Class and in their best interests, and should be approved by the Court; (iv) determine whether a Judgment, substantially in the form attached as Exhibit D to the Stipulation, should be entered dismissing the Action with prejudice as against Defendants and granting the Releases provided under the Stipulation; (v) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vi) determine whether the application by Plaintiffs' Counsel for a Fee and Expense Award (including any Incentive Awards to Plaintiffs) should be approved; (vii) hear and determine any objections to the Settlement or Plaintiffs' Counsel's application for a Fee and Expense Award and any Incentive Awards to Plaintiffs; and (viii) consider any other matters that may properly be brought before the Court in connection with the Settlement.

43. Any Settlement Class Member may object to the Settlement, the proposed Plan of Allocation, and/or Plaintiffs' Counsel's application for a Fee and Expense Award (including any requested Incentive Awards to Plaintiffs) (an "Objector"); *provided, however*, that no Objector shall be heard or entitled to object unless, **on or before September 8, 2026**, such person: (1) files his, her, or its written objection, together with copies of all other papers and briefs supporting the objection specified in paragraph 44 below, with the Register in Chancery

electronically through File & ServeXpress or by hand, by First-Class U.S. Mail, or by express service at the address set forth below; (2) serves such papers (electronically by email, electronically by File & ServeXpress, by hand, by First-Class U.S. Mail, or by express service) on each of Plaintiffs' Counsel and Defendants' Counsel identified below; and (3) if the objection is served on counsel other than by email, also emails a copy of the objection to tcurry@saxenawhite.com, cliff.gardner@skadden.com, sacksr@sullcrom.com, and gchepiga@paulweiss.com.

REGISTER IN CHANCERY
Register in Chancery Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center 500 North King Street, Wilmington, Delaware 19801
PLAINTIFFS' COUNSEL
Thomas Curry **SAXENA WHITE P.A.** 824 N. Market Street, Suite 1003, Wilmington, Delaware 19801 tcurry@saxenawhite.com
DEFENDANTS' COUNSEL
Cliff C. Gardner **SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP** One Rodney Square, P.O. Box 636, Wilmington, Delaware 19899 cliff.gardner@skadden.com *Counsel for Defendant Matthew Krepsik* Geoffrey R. Chepiga **PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP** 1285 Avenue of the Americas, New York, New York 10019 gchepiga@paulweiss.com *Counsel for Defendants CB Neptune Holdings, LLC and Charlesbank Capital Partners LLC* Robert A. Sacks **SULLIVAN & CROMWELL LLP** 1888 Century Park East, Los Angeles, California 90067 sacksr@sullcrom.com *Counsel for Defendant Houlihan Lokey, Inc.*

44. Any objection: (i) must state the name, address, and telephone number of the Objector and, if represented by counsel, the name, address, and telephone number of his, her, or its counsel; (ii) must be signed by the Objector; (iii) must contain a written, specific statement of

the Objector's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Objector wishes to bring to the Court's attention, and must state whether the objection applies only to the Objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; (iv) must state the objection is being filed with respect to "*In re Quotient Technology Inc. Merger Litigation*, C.A. No. 2024-0104-JTL"; and (v) must include documentation sufficient to prove that the Objector is a member of the Settlement Class. If the Objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the Objector shall provide the identity of any witnesses the Objector may call to testify, and any exhibits the Objector intends to introduce into evidence at the hearing.

45. 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.

46. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, or Plaintiffs' Counsel's application for a Fee and Expense Award (including any Incentive Awards to Plaintiffs) (assuming you timely file and serve a written objection as described above), you must also file a notice of appearance with the Register in Chancery and serve it on Plaintiffs' Counsel and Defendants' Counsel through File & ServeXpress or by email so that the notice is ***received*** **on or before September 15, 2026**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

47. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Plaintiffs' Counsel and Defendants' Counsel through File & ServeXpress so that the notice is ***received*** **on or before September 15, 2026**.

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

49. Unless the Court orders otherwise, any Settlement 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 proposed Settlement, the Plan of Allocation, or Plaintiffs' Counsel's application for a Fee and Expense Award (including any Incentive Awards to Plaintiffs), or any other matter related to the Settlement or the Action, and will otherwise be bound by the Judgment to be entered and the Releases to be given. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

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

50. 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 business hours at the Office of the Register in Chancery, Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801. Additionally, copies of the Stipulation and any related orders entered by the Court will be posted on the Settlement website, https://www.QuotientStockholderSettlement.com.

51. If you have questions regarding the Settlement, you may contact the Settlement Administrator by mail at Quotient Stockholder Settlement, c/o A.B. Data, Ltd., P.O. Box 170500, Milwaukee, WI 53217; by telephone at 1-877-888-9446; or by email at info@QuotientStockholderSettlement.com. You may also contact the following counsel for Plaintiffs: Saxena White P.A., Attn: Thomas Curry, 824 N. Market Street, Suite 1003, Wilmington, Delaware 19801; (302) 485-0483; corpgov@saxenawhite.com.

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

52. If you are a broker or other nominee that held shares of Quotient common stock at the closing of the Transaction on September 5, 2023, for the beneficial interest of persons or entities other than yourself, you are requested to either: (i) within seven calendar days of receipt of this Notice, request from the Settlement Administrator sufficient copies of this Notice to forward to all such beneficial owners and within seven calendar days of receipt of those Notices forward them to all such beneficial owners; or (ii) within seven calendar days of receipt of this Notice, provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to Quotient Stockholder Settlement, c/o A.B. Data, Ltd., P.O. Box, 170500 Milwaukee, WI 53217; by telephone at 1-877-888-9446; or by email at info@QuotientStockholderSettlement.com. If you choose the second option, the Settlement Administrator will send a copy of the Notice to the beneficial owners. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought.