

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS AND RIGHTS

Parties. This Settlement Agreement and Release of Claims and Rights (the “Agreement” or the “Settlement”), is entered into as of the ___ day of September, 2025, by and between: (a) Plaintiff Jessica Ratzak (“Ratzak” or “Plaintiff”), on behalf of herself and as class representative acting on behalf of the Class Members defined below; and (b) Thinkware Systems USA, Inc. (“Thinkware” or “Defendant”). Plaintiffs and Thinkware are each referred to herein as a “Party” and collectively as the “Parties.” This Agreement is intended by the Parties to finally and fully compromise, settle and forever resolve all claims specified below, subject to the terms and conditions herein.

Recitals.

WHEREAS, on January 25, 2023 Ratzak filed a Class Action Complaint in the Superior Court of the State of California, County of Placer (the “Court”), captioned as *Jessica Ratzak v. Thinkware Systems USA, Inc.*, Case No. S-CV-0049793, alleging violations of California’s False Advertising Act (Cal. Bus. & Prof. Code §§ 17500, *et seq.*), Unfair Business Practices Act (Cal. Bus. & Prof. Code §§ 17200 *et seq.*) and Consumer Legal Remedies Act (Cal. Civ. Code §§ 1750, *et seq.*) (the “Ratzak Action”).

WHEREAS, Plaintiff seeks to represent a national class of individuals, as defined in section 1.6, who purchased Thinkware’s Products between January 25, 2019 and August 31, 2024.

WHEREAS, Thinkware denies the each and all of the claims and contentions alleged in the Ratzak Action and denies that it committed or has threatened to commit any violations of law or has engaged in wrongful conduct with respect to Plaintiff, and further denies that Thinkware has committed or threatened to commit any violation of law or has engaged in wrongdoing with respect to the putative class alleged in the Ratzak Action. In addition, Thinkware maintains that it has meritorious defenses to the claims alleged by

Plaintiff and was prepared to vigorously defend the Ratzak Action. Nonetheless, Thinkware has agreed, despite its belief that it is not liable for any claim asserted against it, and that it has good defenses thereto, to enter into this Agreement in order to avoid further expense, inconvenience, and the distraction of litigation, and to be free of further participation in, and any further controversy with respect to, the Released Claims and the Ratzak Action. Accordingly, the provisions contained in this Agreement shall not be deemed a presumption, concession or admission by Thinkware of any fault, liability, or wrongdoing, nor used as evidence against Thinkware in any other action or proceeding, whether civil, criminal or administrative.

WHEREAS, Plaintiff believes that the claims asserted in the Complaint have merit. Nonetheless, Plaintiff and Class Counsel recognize and acknowledge the uncertainty, risks and delays associated with complex litigation and the substantial risk, delay and expense in continuing to prosecute the Ratzak Action against Thinkware through dispositive motions, class certification, trial and any subsequent appeals.

WHEREAS, following the filing of the Ratzak Action, counsel for Thinkware and counsel for Plaintiffs engaged in informal discovery exchanges, including exchange of sales data, product data, accounting records, packaging samples, and other documents and records.

WHEREAS, after engaging in substantial information exchanges and informal discovery, Plaintiffs and Thinkware engaged in arms-length negotiations at a private mediation held on June 19, 2024, with the assistance of the Hon. Daniel Buckley (Ret.) of Signature Resolution. The mediation lasted the entire day. At the mediation, the Parties and the mediator analyzed the relevant legal issues in regard to the claims and defenses asserted in the Ratzak Action but were unable to reach agreement. The Parties, with the guidance of Hon. Daniel Buckley (Ret.), continued their settlement negotiations during the

months following the mediation. The Parties reached a settlement in principle on August 8, 2024, thus resolving the claims raised in the Ratzak Action, subject to Court approval.

WHEREAS, based upon extensive analysis of facts and law applicable to the claims in the Ratzak Action, and taking into account the burdens and expense of such litigation – including the risks and uncertainties associated with protracted trial and appeals – as well as the fair, cost-effective and assured method of resolving the claims of the Class Members, Plaintiffs and Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Class Members, and that it is in the best interests of the Class Members to settle the claims raised in the Ratzak Action pursuant to the terms and provisions of this Agreement, as it will promptly provide them with their requested injunctive relief and other relief.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Plaintiff (for herself individually and on behalf of Class Members) and Thinkware have settled because they consider it to be in their best interests to settle and dispose of, fully and completely, any and all claims, demands and causes of action between them up to and including the date of this Agreement, as well as all claims, demands, and causes of action heretofore or hereafter arising out of, connected with, or incidental to, the Ratzak Action, to the extent such claims, demands, and causes of action are held by Class Members (as defined below) for the Class Period (as defined below), including, without limitation on the generality of the foregoing, any and all claims, demands and causes of action reflected in the Ratzak Action, and any and all of the facts and circumstances giving rise to the Ratzak Action.

1. Definitions.

1.1 “Agreement” means this Settlement Agreement and Release of Claims and Rights.

1.2 “Claims Administrator” means EisnerAmper.

1.3 “Claims Deadline” means 90 calendar days after the beginning of the Class Notice Date.

1.4 “Claim Form” means the form to be completed and returned to the Claims Administrator by the Claims Deadline.

1.5 “Class Counsel” means the Law Offices of Todd M. Friedman, P.C.

1.6 “Class Members” means all persons within the United States who purchased the following Thinkware Products between January 25, 2019 and August 31, 2024: X700 dash cams, F200PRO dash cams, DC-M2-FG-IR dash cams, DC-M2-FG dash cams, and F70PRO dash cam. Excluded from the class are members of the Court, Class Counsel, Thinkware and its employees and agents.

1.7 “Class Notice” means the Class Notice plan disseminated and overseen by the Claims Administrator, which shall be sent to Class members by mail and email, as well as via the creation of a class website with a long-form class notice. Copies of notice documents are attached hereto as Exhibits A-B.

1.8 “Class Notice Date” means thirty (30) days after the Preliminary Approval Date.

1.9 “Class Notice Period” means the period from the Class Notice Date until 90 days thereafter.

1.10 “Class Period” means the period commencing on January 25, 2019 through August 31, 2024.

1.11 “Class Representative” means Jessica Ratzak.

1.12 “Court” means the Superior Court of the State of California, County of Placer.

1.13 “Defense Counsel” means the law firm of Chung & Reynolds, P.C.

1.14 “Effective Date” means the first date after which *all* of the following events and conditions have been met or have occurred or have been mutually waived by written agreement of the Parties:

1.14.1 All Parties have executed this Agreement;

1.14.2 The Court has entered the Preliminary Approval Order (which shall be substantially the same as the form of Exhibit C attached hereto);

1.14.3 The Court has entered in the Ratzak Action the Final Judgment (which shall be substantially the same as the form of Exhibit D attached hereto); and

1.14.4 There has occurred: (i) the passage of five (5) days following the entry of the Final Judgment and no formal objections to its entry were filed; (ii) in the event that one or more formal objections to entry of the Final Judgment are timely filed, the expiration of the time to appeal from the Final Judgment without the filing or notice of an appeal; (iii) the final non-appealable dismissal of any appeal from the Final Judgment; (iv) if a ruling or decision has been entered by an appellate court affirming the Final Judgment in a form substantially identical to the original, the time to petition for rehearing by the Court of Appeals or for review by the United States Supreme Court with respect to such ruling or decision has expired without the filing of a petition for rehearing by the Court of Appeals or for review by the United State Supreme Court; and (v) if a petition for rehearing by the Court of Appeals and/or for review by the United States Supreme Court with respect to the Final Judgment has been filed, each such petition has been denied or, if

granted, has resulted in affirmance of the Final Judgment in a form substantially the same as the form of the Final Judgment entered by the Court.

1.15 “Final Judgment” means a judgment issued by Superior Court of the State of California, County of Placer, substantially in the form of Exhibit D, giving final approval to the Agreement without material change.

1.16 “Final Fairness Hearing” means a hearing before the Court for final approval of this Agreement.

1.17 “Objection and Opt-Out Date” means seventy-five (75) calendar days after the Class Notice Date.

1.18 “Preliminary Approval Date” means the date on which the Court enters an order preliminarily approving this Agreement, or the date the tentative decision is confirmed by the Court (including the date and time for the final approval hearing), whichever is earlier, preliminarily approving the proposed settlement of the Ratzak Action in accordance with the terms of this Agreement, conditionally certifying the Settlement Class, and approving the manner and method of Class Notice.

1.19 “Preliminary Approval Order” shall mean the Court’s entry of an order substantially in the form of Exhibit C, preliminarily approving the timing, content, and manner of the Class Notice, conditionally certifying the Settlement Class, preliminarily approving this Agreement and the terms of settlement contained herein, and enjoining the commencement or continued prosecution by any Releasing Parties of any Released Claim against any Released Parties.

1.20 “Products” means the following Thinkware products: X700 dash cam, F200PRO dash cam, DC-M2-FG-IR dash cam, DC-M2-FG dash cam, F70PRO dash cam.

1.21 “Released Claims” means any and all claims, rights, demands, causes of action, suits, debts, liens, contracts, liabilities, agreements, costs, expenses, or losses, of whatever nature, and damages, restitution, or injunctive or other legal or equitable relief, whether asserted or unasserted, whether known or unknown, in connection with or that arise out of or relate in any manner whatsoever, in whole or in part, to any claim or legal arguments asserted, or that could have been asserted based on the facts alleged in the Ratzak Action, including any claim based on any alleged false or misleading advertising in connection with the Products by any Released Party from January 25, 2019 through August 31, 2024. Released Claims does not include personal injury or product liability claims.

1.22 “Releasing Parties” means Plaintiffs, Settlement Class Members, and all persons purporting to act on their behalf or purporting to assert a claim under or through them, including, but not limited to, heirs and assigns, children, spouses, significant others and companions, attorneys, agents, administrators, devisees, assignees, executors, successors, predecessors, or other representatives, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity.

1.23 “Released Parties” means Thinkware and its past and present parent companies, subsidiaries, divisions, predecessors, successors and assigns, as well as past and present officers, directors, shareholders, employees, attorneys, accountants, stockholders, heirs, and executors.

1.24 “Settlement Class Members” means Class Members who did not request to be excluded from the settlement and are bound by this Agreement and the Court’s Final Judgment.

1.25 “Settlement Fund” has the meaning set forth in Section 2.1.1.

1.26 “Settlement Website” has the meaning set forth in Section 4.2.

1.27 “Total Distributable Settlement Fund” means the net distributable funds available to be distributed to Class Members after all deductions, and calculated as follows: Total Distributable Settlement Fund = Settlement Fund – Attorneys’ Fees – Litigation Costs – Administration and Notice Costs – Incentive Awards.

2. Settlement Relief. In consideration of the terms, conditions, and provisions of this Agreement the Parties agree that:

2.1 Monetary Relief.

2.1.1 Creation of Common Settlement Fund. The Parties agreed that Thinkware shall pay \$850,000 to create a common settlement fund. Within thirty (30) days after the Effective Date, provided that Thinkware has been provided with a Form W-9 and payment instructions, Thinkware shall tender Eight Hundred and Fifty Thousand and 00/100 Dollars (\$850,000) to the Claims Administrator for deposit into a settlement fund (the “Settlement Fund”) to be held by the Claims Administrator and used to pay/reimburse, as approved by the Court: (i) the costs and expense of notice and administration, as set forth in sections 4-5; (ii) any Service Award to the Class Representative, as set forth in section 2.1.4; (iii) attorneys’ fees and costs, as set forth in section 2.1.3; and (iv) a pro rata distribution of the remainder to Class Members who submit timely and valid claims to the Claims Administrator, as set forth in section 5.1. Payment of any and all fees and costs are subject to Court approval, but in no event shall Defendant be required to pay more than \$850,000 into the Settlement Fund unless required by the Escalation Clause in section 2.1.2.

2.1.2 Escalator Provision: This Settlement was reached with the understanding that approximately 62,029 Products were sold during the Class Period. The Parties agree that any increase of Products sold within the Class Period by more than 3,101 (5%), as reflected in confirmatory discovery, will result in a proportionate increase in the Settlement Fund for each additional Product sold within the Class Period.

Specifically, for every additional Products sold within the Class Period above 65,130, Defendant agrees to increase the Settlement Fund by the following formula: $1/65,130$ (the proportion of the increase) * \$436,666.67 (Total Distributable Settlement Fund), for a total of \$6.70 per additional Product sold above 65,130.

2.1.3 Fee Award to Class Counsel. Class Counsel shall move the Court for an award of attorneys' fees and costs incurred in connection with the Ratzak Action to be paid to Class Counsel solely from the Settlement Fund. Thinkware shall not object to such a motion so long as the attorneys' fees requested are not more than one-third, or 33.33% of the Settlement Fund or \$283,333.33 and the litigation costs do not exceed \$20,000, exclusive of the cost of notice separately being advanced by Class Counsel and also subject to reimbursement. Any attorneys' fees and costs approved by the Court shall be paid to Class Counsel solely from the Settlement Fund. This Settlement Agreement is not conditioned on the Court's approval of any attorneys' fees and costs sought by Class Counsel. No interest will accrue on any attorneys' fees or costs awarded by the Court to Class Counsel. The Claims Administrator shall tender the Fee Award to Class Counsel in the form of a check payable to Todd M. Friedman, P.C. the Fee Award, provided that Class Counsel provides an executed Form W-9 to the Claims Administrator within 14 days of the Effective Date.

2.1.4 Service Award to Class Representative. The Court will determine any service award to the Class Representative for her time, effort and diligence in prosecuting the case (the "Service Award"). If the Court approves a Service Award, it will be paid solely from the Settlement Fund. Thinkware agrees not to oppose (or solicit others to oppose) an application by the Class Representative for a Service Award not to exceed \$10,000 for Plaintiff. Class Counsel shall provide to the Claims Administrator a Form W-9 completed by Plaintiffs by 14 days after the Effective Date. In the event the Court approves a Service Award, the Claims Administrator shall make any such payment in the form of a check, made payable to "Jessica Ratzak", and delivered to Class Counsel

within 21 days after the Effective Date and after Plaintiff has provided the Claims Administrator with a complete and valid Form W-9.

2.2 Fees, Costs and Expenses of Plaintiffs and the Class Members. Other than the Fee Award and other expenses explicitly provided for in this Settlement Agreement, Plaintiffs and the Class Members shall bear their own attorneys' fees, costs, and expenses associated with the Ratzak Action and/or this Agreement, including in connection with finalizing this Agreement. No Person who objects to this settlement shall be entitled to reimbursement from any Party of any associated attorneys' fees, costs or expenses. Other than the payments paid out of the Settlement Fund, as approved by the Court, the Class Members shall not be responsible for paying any part of the agreed fees, costs or expenses described in this Agreement, including, without limitation, the Service Award and the Fee Award.

2.3 Defendant's Attorneys' Fees and Costs. Thinkware will pay its own attorneys' fees and costs, including any costs incurred by Thinkware to comply with the terms and conditions of the Settlement Relief described in Section 2.1.

2.4 No Tax Liability. Under no circumstances whatsoever will Thinkware or Defense Counsel have any liability for taxes or tax expenses that Plaintiffs or Class Counsel may incur in connection with the Fee Award or the Service Award.

3. Conditional Certification of the Class. For the purposes of this Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the Class shall be conditionally certified in accordance with the definition contained in Section 1.6, that Plaintiff shall be conditionally appointed Class Representative for the Class, and that Plaintiff's Counsel shall be conditionally appointed as counsel for the Class.

3.1 Amendment of the Complaint In order to effectuate this Class Settlement and for settlement purposes only, Plaintiffs will seek leave for the filing of a First

Amended Complaint in connection with preliminary approval of this settlement. Defendants will not be required to respond to the First Amended Complaint. If the Court does not approve this Settlement or there is no Final Judgment, the First Amended Complaint shall be null and void, and the original Complaint shall be the operative pleading.

4. Notice To Class of Settlement. In the event of the granting of Preliminary Approval, the Administrator shall provide Class Members notice of the Settlement via mail, email, and/or publication. Class Counsel have determined this method of providing notice to be the best means practicable, given the contact information available to Defendants and/or ascertainable through third-party discovery. The Claims Administrator shall provide an estimate of the amount of costs required to provide notice, establish the settlement website, and establish a toll-free telephone number, as well as any other initial administration costs to the Parties. The forms of Notice are described in turn.

4.1 Class Notice

4.1.1 Class Counsel shall serve a subpoena upon known retailers of Class Products for the purpose of obtaining personal identifying information of Class Members so as to facilitate direct notice. It is unknown what percentage of Class Member contact information will be in possession of third-party retailers at this time, but Class Counsel believe Notice will be most effective and cost efficient if sent via email, where such email addresses are available. Where email addresses are unavailable but mailing addresses are available, a postcard will be sent to such Class Members. In the event that less than 80% of the Class Members have valid email and/or mailing addresses, and the Administrator is unable to locate such individuals via skip tracing or other reasonable means for purposes of direct notice, publication notice will be issued to supplement the reach of the Notice plan.

Within twenty (20) days of the Court granting Preliminary Approval of this Agreement, Defendant and/or any third party retailers who carried Defendant's products and sold them to Class Members shall provide the Settlement Administrator with contact information for Class Members, including name, address, email address, and phone number for purposes of mailing the Notice of Class Action Settlement to the Class Members. Within ten (10) days of receipt of such information, the Settlement Administrator shall send Notice to the Class Members via email for those who have valid email addresses, Mail Notice of the terms and procedure of the Settlement, along with Opt-Out Form. This Mail Notice will be substantially in the form of **Exhibit A** attached hereto.

The Settlement Administrator shall maintain the contact information as private and confidential and shall not disclose such data to any persons or entities, except that relevant information can be provided to Class Counsel as necessary for Class Counsel to respond to inquiries or requests from Class Members. The contact information is being supplied solely for purposes of the administration of the Settlement set forth in this Stipulation and cannot be used by the Settlement Administrator or Class Counsel for any other purpose. The Parties agree that the Class Information will not be used to solicit Class Members to file any claim, charge or complaint of any kind whatsoever against any of the Released Parties and will only be used to administer the Settlement under the terms provided herein.

4.1.2 The Parties agree to engage in third-party discovery, including document subpoenas, to obtain contact information for Class Members. Counsel for Plaintiff shall draft and serve such deposition subpoenas, subject to Defendant's approval, to brick-and-mortar and online retailers who sold Products during the Class Periods. The Parties agree to cooperate and take all reasonable steps to obtain Class Member contact information.

4.2 Settlement Website Notice.

4.2.1 The Claims Administrator shall create an Internet website for this Action, where settlement information and claim submission will be made available (“Settlement Website”). The Settlement Website will: (a) inform Class Members of the basis of the claims raised in the Ratzak Action and the payment under this settlement; (b) advise Class Members about how to submit opt out/exclusion notices from the settlement and the deadlines for Class Members to submit requests for exclusion/opt-out or objections to the proposed settlement (“Opt-Out and Objection Deadline”); (c) instruct that Class Members should direct questions about the Ratzak Action or proposed settlement to the Claims Administrator’s toll free number and email inbox; and (d) inform Class Members to their right to appear in the Action through their own attorney. This notice will be in a question and answer format and will contain a full copy of the release (the “Long-Form Notice”) and will be substantially in the form of **Exhibit B** attached hereto.

4.2.2 In addition, the Settlement Website will provide access to copies of the Long-Form Notice, Claim Form, the Settlement Agreement, the Preliminary Approval Order, Plaintiffs’ fee brief, and any other materials the Parties agree to include. The Settlement Website shall also provide for online submission of Claim Forms. These documents shall be available on the Settlement Website no later than the Class Notice Date and will remain so at least until Final Approval. The Claims Administrator shall secure a URL for the Settlement Website selected by Class Counsel and approved by Thinkware. The Parties are proposing [www. DashCamSettlement.com](http://www.DashCamSettlement.com). The content and format of the website will be agreed upon by the Parties. Ownership of the Settlement Website URL shall be transferred to Thinkware within ten (10) days of the date on which operation of the Settlement Website ceases. The Settlement Website shall be maintained for at least one hundred and eighty (180) days and shall be fully operational on the day the Class Notice Date. The costs of creating and maintaining the Settlement Website will be paid solely from the Settlement Fund.

4.4 Settlement Call Center. The Claims Administrator shall designate a toll-free number for receiving calls related to the settlement (“Settlement Call Center”). Anyone may call the Settlement Call Center from anywhere in the United States to ask questions of the Claims Administrator about the settlement. The Parties shall jointly resolve any dispute that may arise regarding the operation of the Settlement Call Center. The Print Publication Notice and Website Notice shall include the toll-free number for the Settlement Call Center. The Settlement Call Center shall be maintained from the Class Notice Date through at least the next ninety (90) days. Once this time period has expired, for a period of at least thirty (30) days, either a live person or a recording will advise any caller to the Settlement Call Center that the details regarding the settlement may be reviewed on the Settlement Website. The costs of the Settlement Call Center will be paid solely from the Settlement Fund.

4.5 Cost and Expenses of Class Notices. Subject to Court approval, costs and expenses associated with preparing and publishing the Class Notice and maintaining the Settlement Website and Settlement Call Center in the manner described above shall be paid solely from the Settlement Fund following Final Approval. The Parties anticipate notice and administration costs shall not exceed \$100,000.

5. Claims Procedures. The Claims Administrator shall issue and process claims for settlement relief by the Class Members in accordance with the requirements of the Preliminary Approval Order and the Final Judgment, as follows:

5.1 Claim Procedures for Class Members.

Class Members will be permitted to make claims, either by mail or via the Class Settlement Website. Class Members will be able to select the number of each Class Product they purchased during the Class Period and will receive a weighted pro rata distribution of the Total Distributable Settlement Fund, depending on the number of claims made and the total number and distribution of Class Products claimed. For indirect notice claims, proof

of purchase, purchase location, date, and serial number will be optional data collected from Class Members. There will be a cap of 1 Class Product per Class Member for indirect notice Class Members who do not have proof of purchase, and any such claims will be subject to fraud auditing and scrubbed. If any Class Member wishes to make a claim for more than 1 Class Product, proof of purchase will be required and must be provided to the Claims Administrator. The Claims Administrator shall reject claims the Claims Administrator identifies as fraudulent in accordance with standard fraud detection practices regularly employed by the Claims Administrator. Each Class Member who does not timely and validly request exclusion from the settlement as required in this Settlement Agreement shall be a Class Member bound by this Settlement Agreement and Final Judgment to be entered following the hearing for final approval of the settlement.

In order to receive a settlement payment pursuant to Section 4, a Class Member must submit a valid, complete, and timely Claim Form, through the Settlement Website. Any Claims made must be submitted online by no later than 90 days after the Class Notice Date, which will be one hundred and twenty (120) days following entry of the Preliminary Approval Order). A written Claim Form can also be downloaded from the Settlement Website and mailed to the Claims Administrator.

Class Members who submit a valid, complete, and timely Claim Form will receive a pro rata share of the Total Distributable Settlement Fund based on the number of units claimed in the form of a check or electronic payment.

The Parties have authority to obtain an audit with regard to these Claim Procedures and their administration.

5.2 Claim Deadline. Class Members shall have ninety (90) days from the Class Notice Date to file valid and timely Claim Forms.

5.3 Procedures for Objections to the Settlement.

Any Class Member who intends to object to this Settlement Agreement must mail his or her objection(s) (the “Objection”) in writing to the Claims Administrator at an address to be specified by the Claims Administrator. To be considered timely, an Objection must be postmarked on or before the Opt-Out and Objection Deadline specified on the Settlement Website, which is seventy-five (75) days from the Class Notice Date. Any Objection must set forth the name and case number of this matter, the objecting Class Member’s name, address, telephone number and all arguments, citations and evidence supporting the Objection, and a statement concerning whether the objecting Class Member intends to appear at the hearing for final approval of the class action settlement, and whether the objecting Class Member intends to appear at the hearing with or without counsel. The Objection must also provide proof of purchase of Class Products during the Class Period. Additionally, the Objection shall include the name and case number for all other cases in which the Class Member has submitted an objection to a proposed class action settlement, whether any such objection to a proposed class action settlement was submitted on the Class Member’s own behalf or on behalf of a represented third party. The Claims Administrator will provide to Class Counsel and Thinkware’s Counsel all copies of any objections mailed or otherwise transmitted to the Claims Administrator. Any Class Member who fails to submit a timely Objection pursuant to this Section and as detailed on the Settlement Website shall have waived any right to object to the Settlement Agreement and shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Settlement Agreement by appeal or other means.

5.4 Procedures for Opting Out of the Settlement. Class Members have the right to opt out and exclude themselves from the settlement by mailing a valid exclusion request (“Valid Exclusion Request”) to the Claims Administrator. The Valid Exclusion Request must be postmarked on or before the Opt-Out and Objection Deadline, which is seventy-five (75) days from the date the Court grants the Motion for Preliminary Approval. The Claims Administrator will provide copies of such exclusion requests to Class Counsel and

counsel for Thinkware promptly upon receipt. The Valid Exclusion Request shall: (1) be in writing; (2) include the name and number of this case, as well as the Class Member's name, address, and telephone number; and (3) be signed by the Class Member. Except for those Class Members who have properly and timely mailed a Valid Exclusion Request, all Class Members will be bound by this Settlement Agreement and the Final Judgment to be entered following the hearing for final approval of the Settlement Agreement.

5.4 Payment to Claims Administrator. As compensation for its services set forth herein, and pursuant to Section 4, the Claims Administrator shall be reimbursed for its costs and expenses in connection with its services, and Class Counsel will be reimbursed for any costs that are advanced to the Administrator. Within 14 days after monetary relief set forth in Section 2.1.1 has been paid, the Claims Administrator shall provide to Class Counsel an itemization of its costs and expenses in connection with these services. Unless objected to by Class Counsel and/or modified by the Court, the Claims Administrator may draw the requested amounts out of the Settlement Fund within 30 days following payment of the monetary relief set forth in Section 2.1.1. Absent approval from Class Counsel and for good cause, Administration costs are not anticipated to exceed \$100,000.

5.5 Uncashed Checks. Any uncashed checks from Class Members who make valid and timely claims shall expire after a period of one hundred and eighty (180) days. Any residual funds shall be distributed to Public Justice as a *cy pres* recipient.

6. Conclusion Of the Ratzak Action and General Release.

6.1 Resolution of Ratzak Action. As soon as practicable following the execution of this Agreement, Class Counsel will take all necessary steps to secure the Court's approval of this Agreement and the entry of the Final Judgment substantially in the form of Exhibit D attached hereto. Promptly following execution of this Agreement, Class Counsel shall submit this Agreement to the Court and move the Court for approval of the settlement set forth in this Agreement and entry of a Preliminary Approval Order

substantially in the form of Exhibit D hereto. Plaintiffs will also request that the Court set a Final Fairness Hearing, and that such hearing take place at the earliest opportunity after at least forty-five (45) days following the Claims Deadline. At least twenty-eight (28) days before the Final Fairness Hearing, Plaintiffs shall move for Court approval of a proposed Judgment and Final Approval Order. As part of this settlement, the Parties agree to cooperate in following the procedures set forth in this Agreement and in obtaining preliminary approval of the settlement from the Court, engaging in third-party discovery for Class contact information, notifying the Class Members, responding to objectors, intervenors or other persons or entities seeking to preclude the final approval of this Agreement, and promptly agreeing upon and executing all such other documentation as may be reasonably required to obtain approval of this Agreement.

6.2 Release by Plaintiffs and Class. Excepting only the obligations imposed and contemplated by this Agreement, as of the Effective Date, each and every Releasing Party shall by order of this Court be deemed to have released, waived, forfeited, and shall be permanently barred and enjoined from initiating, asserting, and/or prosecuting any Released Claim against any Released Party in any court or any forum.

6.3 General Release by Plaintiff. Excepting only the obligations imposed and contemplated by this Agreement, as of the Effective Date, the Class Representative generally releases the Released Parties from any and all claims, known and unknown, asserted or unasserted, arising, or that could arise in the future, out of any conduct or omissions occurring prior to the date of this Agreement that might be attributable to Thinkware, and expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of California Civil Code section 1542, or any other similar provision under federal or state law, 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 Class Representative expressly waives and releases any right or benefit which she has or may have under Section 1542 of the Civil Code of the State of California, or other comparable authority in other jurisdictions, to the full extent that she may waive all such rights and benefits pertaining to the matters released herein. In connection with such waiver and relinquishment, the Class Representative acknowledges that she are aware that she may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which she now knows or believes to be true, with respect to the matters released herein. Nevertheless, it is the intention of the Class Representative by this Agreement, and with the advice of counsel, fully, finally, and forever to settle and release all such matters, and all claims relative thereto, which do now exist, may exist, or heretofore have existed between the Parties, to the extent set forth within this Agreement. In furtherance of such intention, the release herein given shall be and remain in effect as a full and complete release of such matters notwithstanding the discovery or existence of any such additional different claims or facts relative to the matters released. This is an essential term of this Agreement without which there would have been no settlement.

6.4 Excepting only the obligations imposed and contemplated by this Agreement, as of the Effective Date, Thinkware and its officers, directors, employees and agents hereby release the Class Representative and Class Counsel from any claims of abuse of process, malicious prosecution, or any other claims arising out of the institution, prosecution, assertion, or resolution of the Ratzak Action, including, but not limited to, claims for attorneys' fees, costs of suit, or sanctions of any kind.

7. Court Approval of Settlement. Preliminary Approval and Final Judgment approving this Agreement are contemplated by the Parties and are express conditions precedent to this Agreement. If such approvals are not given, this Agreement, including conditional

certification of the Class, shall be null and void. If such approvals are not given, the Parties shall return to their respective positions in the Ratzak Action as those positions existed immediately before the Parties executed this Agreement, and the Parties shall coordinate with the Court to establish a new case scheduling order with revised case deadlines and a trial date for the Ratzak Action. This Agreement, including its exhibits, and any and all negotiations, drafts of settlement documents and discussions associated with it, will be without prejudice to the rights of any Party, will be inadmissible in evidence against any Party, and further will not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Thinkware, or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed in the Ratzak Action or any other action, and evidence thereof will not be discoverable or used directly or indirectly in any way, whether in the Ratzak Action or in any other action or proceeding.

8. Representations, Warranties, and Miscellaneous Provisions. The Class Representative, on behalf of herself and the Class Members, on the one hand, and Thinkware, on the other hand, and each of them, represent and warrant to, and agree with, each other as follows:

8.1 Parties Represented by Counsel. All Parties have each received independent legal advice from attorneys of their choice with respect to the advisability of making the settlement and release provided herein, and with respect to the advisability of executing this Agreement, and prior to the execution of this Agreement by each Party, that Party's attorney reviewed this Agreement at length, made negotiated changes, and signed this Agreement to indicate that the attorney approved this Agreement as to form and substance. Each Party is fully aware of the Agreement's terms and conditions and its legal effect.

8.2 Entire Agreement. This Agreement and attached exhibits constitute the complete and final agreement and understanding between the Parties concerning the Ratzak

Action and supersedes and replaces all prior negotiations, proposed agreements, written, oral, or implied, regarding the subject matter hereof made or existing before the execution of this Agreement. Except as expressly stated in this Agreement, no Party has made any statement or representation to any other Party regarding any fact relied upon by any other Party in entering into this Agreement, and each Party specifically does not rely upon any statement, representation, or promise of any other Party in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement. There have been no other agreements or understandings between the Parties hereto, or any of them, relating to the disputes referred to in this Agreement, except as expressly stated in this Agreement. Each Party has made such investigation of the facts pertaining to this settlement and this Agreement, and all of the matters pertaining thereto, as it deems necessary. Each Party relies on the finality of this Agreement as a material factor inducing that Party's execution of this Agreement.

8.3 Thinkware's Denial of Wrongdoing. This Agreement reflects the Parties' compromise and settlement of the disputed claims. Its provisions, and all related drafts, communications and discussions, cannot be construed as or deemed to be evidence of an admission or concession by Thinkware of any wrongdoing, or of matters respecting class certification, by any person or entity, and cannot be offered or received into evidence or requested in discovery in the Ratzak Action, or any other action or proceeding as evidence of an admission, concession or presumption regarding such matters.

8.4 Settlement In Best Interest Of Class Members. Class Counsel recognize the expense and duration of continued proceedings necessary to continue the litigation against Thinkware through trial and possible appeals. Class Counsel also have considered the uncertainty and risk of the outcome of the litigation and the difficulties and delays inherent in such litigation. Class Counsel are aware of the burden of proof necessary to establish liability for the alleged claims and of Thinkware's defenses thereto. Class Counsel also have considered the arms-length settlement negotiations conducted by the Parties. Based

upon their investigation, their understanding of the law, and an analysis of the benefits which this Agreement affords to the Class Members, Class Counsel have determined that the settlement set forth in this Agreement is in the best interest of the Class Members.

8.5 Authorization. Each person executing this Agreement in a representative capacity warrants that he or she is fully authorized and empowered to do so. This Agreement has been carefully read by, the contents hereof are known and understood by, and it is signed freely and voluntarily by each Party without threat, force, fraud, duress, undue influence or coercion of any kind.

8.6 Non-Interference. Each Party hereto agrees that such Party will not take any action which would interfere with the performance of this Agreement by any of the Parties hereto or which would adversely affect any of the rights provided for herein.

8.7 Covenant Not To Sue. The Parties hereto covenant and agree not to bring any claim, action, suit, or proceeding against any Party hereto, directly or indirectly, regarding or related in any manner to the matters released hereby, and they further covenant and agree that this Agreement is a bar to any such claim, action, suit, or proceeding.

8.8 Confidentiality. Neither Party shall issue press releases, contact the media, or make any public announcements concerning this settlement with the exception of the Class Notices required under this Agreement. The Parties agree that they shall not disparage either Party publicly or in the media regarding any issue related to this case.

8.9 Nonassignment of Claims. Plaintiffs and the Class Members represent and warrant that they are the sole and lawful owners of all right, title and interest in and to every claim and other matter which they purport to release herein, and that they have not heretofore assigned or transferred, or purported to assign or transfer to any person or entity any claim or other matters herein released.

8.10 Successors And Assigns. This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Plaintiff and Thinkware, and each of them.

8.11 Construction of Agreement. This Agreement is the product of negotiation and preparation by and among each Party and the Parties' respective attorneys. In the event any court should find any provision of this Agreement to be ambiguous, such terms shall not be construed against any Party. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

8.12 Modifications and Amendments. This Agreement may not be changed, altered or modified, except in a writing signed by all of the Parties hereto, and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms and conditions or by a writing signed by all of the Parties hereto, and approved by the Court.

8.13 Governing Law. This Agreement shall be construed in accordance with, and be governed by, the laws of the State of California.

8.14 Execution In Counterparts and By Electronic Copy, PDF, or Facsimile. This Agreement may be executed and delivered in counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and Agreement. An electronic copy, PDF, or facsimile of an original signed counterpart shall be deemed an original for all purposes.

8.15 Enforcement of Settlement Agreement. In the event that one or more of the Parties to this Agreement institutes any legal action, arbitration, or other proceeding against any other Party to enforce the provisions of this Agreement or to declare rights and/or

obligations under this Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

8.16 Survival of Warranties And Representations. The warranties and representations of this Agreement are deemed to survive the closing hereof.

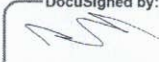
8.17 Signatures Necessary. This Agreement and the terms and conditions hereof shall not become effective and shall have no force or effect whatever until executed by the Parties and their attorneys and exchanged by and between all Parties.

8.18 Variance. In the event of any variance between the terms of this Settlement Agreement and any of the Exhibits hereto, the terms of this Settlement Agreement shall control and supersede the Exhibit(s).

8.19 Good Faith. The Parties agree that they will act in good faith and will not engage in any conduct that will or may frustrate the purpose of this Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto and their respective attorneys have executed this Agreement on the dates set forth opposite their respective signatures.

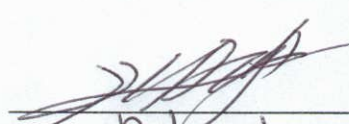
Dated: 9/2/2025

DocuSigned by:

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JESSICA RATZAK

Dated: 9/15/2023

THINKWARE SYSTEMS USA, INC.

By: 

Name: Patrick Bong

Title: Director