

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH
CENTRAL DIVISION**

IN RE MYRIAD GENETICS, INC.
SECURITIES LITIGATION

Case No. 2:19-cv-00707-JNP-DBP

District Judge Jill N. Parrish

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement, dated as of August 3, 2023 (the “Stipulation”) is entered into between: (a) Lead Plaintiff Los Angeles Fire and Police Pensions (“Lead Plaintiff” or “Los Angeles”), on behalf of itself and the Court-certified Class (defined below); and (b) Defendants Myriad Genetics, Inc. (“Myriad” or the “Company”), Mark C. Capone, Bryan Dechairo, and R. Bryan Riggsbee (collectively, “Defendants”), and embodies the terms and conditions of the settlement of the above-captioned action (the “Action”).¹ Subject to the approval of the Court and the terms and conditions expressly provided herein, this Stipulation is intended to fully, finally, and forever compromise, settle, release, resolve, and dismiss with prejudice the Action and all Released Plaintiff’s Claims (defined below) against Defendants.

WHEREAS:

A. Beginning on September 27, 2019, a class action complaint was filed in the United States District Court for the District of Utah (the “Court”), styled *Silverman v. Myriad Genetics, Inc., et al.*, Case No. 2:19-cv-00707-PMW, alleging violations of the federal securities laws. ECF No. 2.

B. By Order dated December 23, 2019, the Court (the Honorable Robert J. Shelby) ordered that the case be captioned *In re Myriad Genetics, Inc. Securities Litigation*, Master File

¹ All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in ¶ 1 herein.

No. 2:19-cv-00707-PMW (the “Action”); appointed Los Angeles Fire and Police Pensions as Lead Plaintiff in the Action; approved Los Angeles’s selection of Bernstein Litowitz Berger & Grossmann LLP (“BLB&G”) as Lead Counsel for the putative class; and consolidated for all purposes any subsequently filed, removed, or transferred actions related to the claims asserted in the Action. ECF No. 21.

C. On January 10, 2020, the Action was reassigned from Judge Shelby to the Honorable David B. Barlow. ECF No. 24.

D. On February 21, 2020, Lead Plaintiff filed the Amended Class Action Complaint (the “Complaint”) alleging violations of Sections 10(b), 20(a), and 20A of the Securities Exchange Act of 1934 (the “Exchange Act”), and U.S. Securities and Exchange Commission Rule 10b-5 promulgated thereunder. ECF No. 34. Among other things, the Complaint alleges that Defendants made false and misleading statements and omissions to investors about certain of Myriad’s key products, which caused the price of Myriad common stock to be artificially inflated during the Class Period and caused damages to investors when they ultimately learned the truth about Defendants’ alleged prior misrepresentations.

E. On May 5, 2020, Defendants filed a motion to dismiss the Complaint (the “Motion to Dismiss”). ECF No. 51. On July 3, 2020, Lead Plaintiff filed its memorandum of law in opposition to Defendants’ Motion to Dismiss (ECF No. 57) and a motion to strike certain exhibits from the Motion to Dismiss and request for judicial notice (ECF No. 59) (“Motion to Strike”). On August 3, 2020, Defendants served their reply memorandum of law in further support of the Motion to Dismiss (ECF No. 67) and their opposition to Lead Plaintiff’s Motion to Strike (ECF No. 68). On August 17, 2020, Lead Plaintiff filed its reply memorandum of law in further support of the Motion to Strike. ECF No. 70.

F. On March 16, 2021, the Court entered its Memorandum Decision and Order denying Defendants' Motion to Dismiss and granting in part and denying in part Lead Plaintiff's Motion to Strike. ECF No. 73.

G. On May 17, 2021, Defendants filed their Answer to the Complaint. ECF No. 79.

H. Discovery in the Action commenced on March 16, 2021. Pursuant to detailed document requests and substantial negotiations, Defendants and third parties produced nearly half a million documents, totaling more than 1.7 million pages, to Lead Plaintiff. Lead Plaintiff produced thousands of pages worth of documents to Defendants. Lead Plaintiff also served subpoenas on and negotiated document discovery with 36 third parties, including the United States Food and Drug Administration. In addition, Lead Plaintiff deposed 22 fact witnesses, including Defendants Capone, Dechairo, and Riggsbee, other senior Company executives and scientists, and significant third-party witnesses. In addition, Lead Plaintiff's representative appeared for a full-day deposition noticed by Defendants. The Parties also served and responded to interrogatories and requests for admission and exchanged numerous letters, including disputes between the Parties and with nonparties, concerning discovery issues. While the Parties were able to resolve many of those disputes, several were raised to the Court, and in certain instances the Court conducted hearings on those disputes.

I. On June 7, 2021, while discovery was ongoing, Lead Plaintiff filed its motion for class certification (the "Class Certification Motion"). ECF No. 82. On August 6, 2021, Defendants filed their opposition to Lead Plaintiff's Class Certification Motion (ECF No. 96), and on October 5, 2021, Lead Plaintiff filed its reply memorandum of law in further support of the Class Certification Motion (ECF No. 106).

J. On December 13, 2021, the Court entered its Memorandum Decision and Order granting Lead Plaintiff's Class Certification Motion (the "Class Certification Order"). ECF No. 123. The Class Certification Order certified the Class as defined under ¶ 1(l) below; appointed Los Angeles as Class Representative; and appointed BLB&G as Class Counsel in the Action. The Class Certification Order also directed the Parties to meet and confer regarding the form and manner of notice to the Class and submit their proposal for notice to the Class for Court approval within 60 days.

K. Pursuant to the Class Certification Order, Lead Plaintiff negotiated with Defendants the form and manner of notice to potential Class Members to apprise them of, among other things: (i) the Action pending against Defendants; (ii) the Court's certification of the Action to proceed as a class action on behalf of the Class; and (iii) their right to request to be excluded from the Class, the effect of remaining in the Class or requesting exclusion, and the requirements and deadline for requesting exclusion (the "Class Notice"). The Parties reached agreement on the terms of the Class Notice, and on February 11, 2022, Lead Plaintiff filed an unopposed motion for Court approval of the Parties' agreed form and manner of providing notice to the Class. ECF No. 130.

L. On February 14, 2022, the Court entered an Order granting Lead Plaintiff's unopposed motion to approve the Class Notice (the "Class Notice Order"). ECF No. 131.

M. Pursuant to the Class Notice Order, the Class Notice provided Class Members with the opportunity to request exclusion from the Class, explained that right, and set forth the deadline and procedures for doing so. The Class Notice informed Class Members that they may not have the further opportunity to exclude themselves from the Class at the time of any settlement or judgment, or in other words, the Class Notice may be the Class Members' "only chance to opt out of the lawsuit." The Class Notice also informed Class Members that if they chose to stay in the

lawsuit as a member of the Class, they would “be bound by any settlement or judgment in this Action,” including “any unfavorable judgment which may be rendered in favor of Defendants.”

N. The deadline for requesting exclusion from the Class pursuant to the Class Notice was May 16, 2022. Attached hereto as Appendix 1 is a list of the persons and entities who requested exclusion pursuant to the Class Notice.

O. On October 21, 2022, the Action was reassigned from Judge Barlow to the Honorable Jill N. Parrish. ECF Nos. 205-06.

P. Pursuant to the Court-ordered schedule, the Parties were due to exchange opening expert reports on June 15, 2023. Lead Plaintiff obtained, and was prepared to serve, reports authored by five prominent experts in the fields of psychiatry, pharmacogenomics, statistics, financial economics, and accounting. Defendants also engaged several experts and were prepared to serve an opening report.

Q. In February 2023, the Parties agreed to engage in private mediation in an attempt to resolve the Action and retained former United States District Court Judge Layn R. Phillips and Michelle Yoshida to act as mediators (the “Mediators”). On May 1, 2023, Lead Counsel and Defendants’ Counsel participated in a full-day mediation session before the Mediators. In advance of that session, the Parties submitted detailed opening and reply mediation statements to the Mediators, together with numerous supporting exhibits, which addressed both liability and damages issues. The session ended without any agreement being reached. The Parties continued discussions with the Mediators following the session exploring the possibility of a settlement.

R. After additional negotiations, the Mediators issued a joint mediators’ recommendation to settle the Action, which both Parties accepted on a “double blind” basis on June 19, 2023. The Parties thereafter negotiated a term sheet to memorialize their agreement-in-

principle to settle the Action, which was executed by the Parties on July 3, 2023 (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 \$77,500,000 in total settlement value—with at least \$20,000,000 paid in cash and the remainder paid in either additional cash or shares of freely-tradeable Myriad common stock—subject to certain terms and conditions and the execution of a customary “long form” stipulation and agreement of settlement and related papers.

S. This Stipulation (together with the exhibits hereto) reflects the final and binding agreement between the Parties and supersedes the Term Sheet.

T. Based upon their investigation, prosecution, and mediation of the case, and the discovery conducted in the Action, Lead Plaintiff and Lead Counsel have concluded that the terms and conditions of this Stipulation are fair, reasonable, and adequate to Lead Plaintiff and the other members of the Class, and in their best interests. Based on Lead Plaintiff’s direct oversight of the prosecution of this matter and with the advice of its counsel, Lead Plaintiff has agreed to settle and release the Released Plaintiff’s Claims pursuant to the terms and provisions of this Stipulation, after considering, among other things: (a) the substantial financial benefit that Lead Plaintiff and the other members of the Class will receive under the proposed Settlement; and (b) the significant risks and costs of continued litigation and trial.

U. This Stipulation constitutes a compromise of all matters that are in dispute between the Parties. Defendants are entering into this Stipulation solely to eliminate the uncertainty, burden, and expense of further protracted litigation. As set forth in ¶ 43 below, each of the Defendants denies any wrongdoing, and this Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any of the Defendants with respect to any claim or allegation of any fault or liability or wrongdoing or damage whatsoever, or any

infirmity in the defenses that Defendants have, or could have, asserted. Defendants expressly deny that Lead Plaintiff has asserted any valid claims as to any of them, and expressly deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever. Similarly, this Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Lead Plaintiff of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of the Defendants' defenses to liability had any merit.

NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and among Lead Plaintiff (individually and on behalf of all other members of the Class) and Defendants, by and through their respective undersigned attorneys and subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, that, in consideration of the benefits flowing to the Parties from the Settlement, all Released Plaintiff's Claims as against the Defendants' Releasees (defined below) and all Released Defendants' Claims (defined below) as against the Plaintiff's Releasees shall be settled and released, upon and subject to the terms and conditions set forth below.

DEFINITIONS

1. As used in this Stipulation and any exhibits attached hereto and made a part hereof, the following capitalized terms shall have the following meanings:

(a) "Action" means the consolidated securities class action in the matter styled *In re Myriad Genetics, Inc. Securities Litigation*, Case No. 2:19-cv-00707-JNP-DBP, and includes all actions consolidated therein.

(b) "Alternate Judgment" means a form of final judgment that may be entered by the Court herein but in a form other than the form of Judgment provided for in this Stipulation.

(c) “Authorized Claimant” means a Class Member who submits a Claim to the Claims Administrator that is approved by the Court for payment from the Net Settlement Fund.

(d) “Cash Settlement Amount” means the \$20,000,000 cash consideration that Myriad shall pay in accordance with ¶ 8(a) of this Stipulation and any additional cash consideration that Myriad shall pay in accordance with ¶¶ 8(c), 8(e), 9(d), and/or 9(s) of this Stipulation.

(e) “Cash Settlement Fund” means the Cash Settlement Amount plus any and all interest earned thereon.

(f) “CIC” means an acquisition of Myriad by way of merger or through the acquisition of all of the outstanding shares of Myriad common stock (including by tender offer) or any other corporate transaction in which all of the outstanding shares of Myriad common stock are extinguished.

(g) “CIC Transaction” means a transaction or transactions effecting a CIC.

(h) “Claim” means a paper claim submitted on a Proof of Claim Form or an electronic claim that is submitted to the Claims Administrator.

(i) “Claim Form” or “Proof of Claim Form” means the form, substantially in the form attached hereto as Exhibit 2 to Exhibit A, that a Claimant must complete and submit should that Claimant seek to share in a distribution of the Net Settlement Fund.

(j) “Claimant” means a person or entity who or which submits a Claim to the Claims Administrator seeking to be eligible to share in the proceeds of the Net Settlement Fund.

(k) “Claims Administrator” means the firm retained by Lead Counsel, subject to approval of the Court, to provide all notices approved by the Court to potential Class Members and to administer the Settlement.

(l) “Class” means the class certified by the Court’s Order dated December 13, 2021 (ECF No. 123). Specifically, the Class consists of all persons who purchased or acquired Myriad common stock from August 9, 2017 until February 6, 2020, inclusive (the “Class Period”), and were damaged thereby. Excluded from the Class by definition are: (i) Defendants; (ii) any current or former officers or directors of Myriad; (iii) the immediate family members of any Defendant or any current or former officer or director of Myriad; and (iv) any entity that any Defendant owns or controls or owned or controlled during the Class Period. Also excluded from the Classes are (i) the persons and entities listed in Appendix 1 to this Stipulation who requested exclusion from the Classes in connection with the Class Notice; and (ii) if, and only if, the Court requires an additional opportunity for Class Members to request exclusion from the Class, any persons or entities who exclude themselves by submitting a request for exclusion in connection with the Settlement Notice.

(m) “Class Distribution Order” means an order entered by the Court authorizing and directing that the Net Settlement Fund be distributed, in whole or in part, to Authorized Claimants.

(n) “Class Member” means each person and entity who or which is a member of the Class.

(o) “Class Period” means the period from August 9, 2017 until February 6, 2020, inclusive.

(p) “Class Settlement Shares” means the Settlement Shares, less any Settlement Shares awarded to Plaintiff’s Counsel for attorneys’ fees.

(q) “Complaint” means the Amended Class Action Complaint filed in the Action on February 21, 2020.

(r) “Court” means the United States District Court for the District of Utah.

(s) “Defendants” means Myriad and the Individual Defendants.

(t) “Defendants’ Counsel” means Mintz Levin Cohn Ferris Glovsky and Popeo, P.C.; Skadden, Arps, Slate, Meagher, and Flom LLP; Parsons Behle & Latimer; O’Melveny & Myers LLP; Greenberg Traurig, LLP; and Wilmer Cutler Pickering Hale and Dorr LLP.

(u) “Defendants’ Releasees” means Defendants and their current and former parents, affiliates, subsidiaries, controlling persons, associates, related or affiliated entities, and each and all of their respective past or present officers, directors, employees, partners, members, principals, agents, representatives, attorneys, auditors, financial or investment advisors, consultants, underwriters, accountants, investment bankers, commercial bankers, entities providing fairness opinions, advisors, insurers, reinsurers, heirs, spouses, executors, trustees, general or limited partners or partnerships, limited liability companies, members, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors or assigns, or any member of their immediate family, marital communities, or any trusts for which any of them are trustees, settlers, or beneficiaries or anyone acting or purporting to act for or on behalf of them or their successors or collectively.

(v) “Effective Date” with respect to the Settlement means the first date by which all of the events and conditions specified in ¶ 38 of this Stipulation have been met and have occurred or have been waived.

(w) “Escrow Account” means an interest-bearing escrow account maintained at Citibank, N.A., in which the Cash Settlement Amount, plus the net cash proceeds from the sale of

any Class Settlement Shares, will be deposited and maintained and held in escrow under the control of Lead Counsel.

(x) “Escrow Agent” means Citibank, N.A.

(y) “Escrow Agreement” means the agreement between Lead Counsel and the Escrow Agent setting forth the terms under which the Escrow Agent shall maintain the Escrow Account.

(z) “Final,” with respect to the Judgment or, if applicable, the Alternate Judgment, or any other court order, means: (i) if no appeal is filed, the expiration date of the time provided for filing or noticing any appeal under the Federal Rules of Appellate Procedure, *i.e.*, thirty (30) days after entry of the judgment or order; or (ii) if there is an appeal from the judgment or order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or otherwise, or (b) the date the judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari or other form of review, or the denial of a writ of certiorari or other form of review, and, if certiorari or other form of review is granted, the date of final affirmance following review pursuant to that grant. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to (i) attorneys’ fees, costs, or expenses, (ii) the plan of allocation of Settlement proceeds (as submitted or subsequently modified), or (iii) the procedures for determining Authorized Claimants’ Claims, shall not in any way delay or preclude a judgment from becoming Final.

(aa) “Individual Defendants” means Mark C. Capone, Bryan Dechairo, and R. Bryan Riggsbee.

(bb) “Judgment” means the final judgment, substantially in the form attached hereto as Exhibit B, to be entered by the Court approving the Settlement.

(cc) “Lead Counsel” means the law firm of Bernstein Litowitz Berger & Grossmann LLP.

(dd) “Lead Plaintiff” means Los Angeles Fire and Police Pensions.

(ee) “Liaison Counsel” means Deiss Law PC.

(ff) “Litigation Expenses” means costs and expenses incurred in connection with commencing, prosecuting, and settling the Action (which may include the costs and expenses of Lead Plaintiff directly related to its representation of the Class), for which Lead Counsel intends to apply to the Court for payment from the Settlement Fund.

(gg) “Myriad” or the “Company” means Myriad Genetics, Inc.

(hh) “Net Settlement Fund” means the Settlement Fund (including, if applicable, the net cash proceeds from the sale of any Class Settlement Shares deposited into the Escrow Account in accordance with ¶ 9(h) below, as well as accrued interest thereon) less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; (iv) any attorneys’ fees awarded by the Court; and (v) any other costs or fees approved by the Court. Attorneys’ fees will be paid as a percentage of the Cash Settlement Fund and a percentage of Settlement Shares. If the Settlement Shares are sold by Lead Counsel prior to distribution to the Class, attorneys’ fees paid to Plaintiff’s Counsel from the Settlement Shares will be paid as a percentage of the cash obtained after the cost of liquidating the Settlement Shares. No Defendant or any other Defendants’ Releasee shall have any involvement with or liability, obligation, or responsibility whatsoever for the manner and method to which attorneys’ fees are awarded out of the Settlement Fund.

(ii) “Notice and Administration Costs” means the costs, fees, and expenses that are incurred by the Claims Administrator and/or Lead Counsel in connection with: (i) providing

notices to the Class (including, but not limited to, the costs associated with the Class Notice and the Settlement Notice); and (ii) administering the Settlement, including but not limited to the Claims process, as well as the costs, fees, and expenses incurred in connection with the Escrow Account.

(jj) “Parties” means Defendants and Lead Plaintiff, on behalf of itself and the Class.

(kk) “Plaintiff’s Counsel” means Lead Counsel and Liaison Counsel.

(ll) “Plaintiff’s Releasees” means Lead Plaintiff, all other plaintiffs in the Action, all other Class Members, and Plaintiff’s Counsel, and their respective current and former parents, affiliates, subsidiaries, controlling persons, associates, related or affiliated entities, and each and all of their respective past or present officers, directors, employees, partners, members, principals, agents, representatives, attorneys, auditors, financial or investment advisors, consultants, underwriters, accountants, investment bankers, commercial bankers, entities providing fairness opinions, advisors, insurers, reinsurers, heirs, spouses, executors, trustees, general or limited partners or partnerships, limited liability companies, members, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors or assigns, or any member of their immediate family, marital communities, or any trusts for which any of them are trustees, settlers or beneficiaries or anyone acting or purporting to act for or on behalf of them or their successors or collectively.

(mm) “Plan of Allocation” means the proposed plan of allocation of the Net Settlement Fund set forth in the Settlement Notice.

(nn) “Preliminary Approval Order” means the order, substantially in the form attached hereto as Exhibit A, to be entered by the Court preliminarily approving the Settlement and directing that notice of the Settlement be provided to the Class.

(oo) “PSLRA” means the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended.

(pp) “Released Claims” means all Released Defendants’ Claims and all Released Plaintiff’s Claims.

(qq) “Released Defendants’ Claims” means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action against Defendants. Released Defendants’ Claims do not include: (i) claims relating to the enforcement of the Settlement; (ii) claims against the persons and entities who submitted a request for exclusion from the Class in connection with the Class Notice (as set forth in Appendix 1 hereto); or (iii) if, and only if, the Court requires an additional opportunity for Class Members to request exclusion from the Class with respect to the Settlement, claims against any persons or entities who submit a request for exclusion from the Class in connection with the Settlement Notice (“Excluded Defendants’ Claims”).

(rr) “Released Plaintiff’s Claims” means, to the fullest extent that the law permits their release, of and from all claims, suits, actions, appeals, causes of action, allegations, damages (including, without limitation, compensatory, punitive, exemplary, rescissory, direct, consequential or special damages, and restitution and disgorgement), demands, rights, debts, penalties, costs, expenses fees, injunctive relief, attorneys’ fees, expert or consulting fees,

prejudgment interest, indemnities, duties, liabilities, losses, or obligations of every nature and description whatsoever, whether or not concealed or hidden, fixed or contingent, direct or indirect, anticipated or unanticipated, asserted or that could have been asserted by Plaintiff or all Class Members, whether legal, contractual, rescissory, statutory, or equitable in nature, whether arising under federal, state, common or foreign law, including known claims and Unknown Claims, that are based upon, arise from, or relate to (a) the purchase, acquisition, or trading of any Myriad common stock during the Class Period; and (b) the allegations, transactions, facts, matters or occurrences, representations, or omissions involved, set forth, or referred to in the Complaint or any other complaints filed in this Action. Released Plaintiff's Claims do not cover, include, or release: (i) claims asserted in any ERISA or derivative action, including without limitation the claims asserted in *In re Myriad Genetics, Inc. Stockholder Derivative Litigation*, C.A. No. 2021-0686-SG (Del. Ch.) and *Marcey v. Capone*, 2021-cv-01320 (D. Del.), or any cases consolidated into those actions; (ii) claims by any governmental entity that arise out of any governmental investigation of Defendants relating to the conduct alleged in the Action; (iii) claims relating to the enforcement of the Settlement; (iv) claims of the persons and entities who submitted a request for exclusion from the Class in connection with the Class Notice (as set forth in Appendix 1 hereto); or (v) if, and only if, the Court requires an additional opportunity for Class Members to request exclusion from the Class with respect to the Settlement, claims of any persons or entities who submit a request for exclusion from the Class in connection with the Settlement Notice ("Excluded Plaintiff's Claims").

(ss) "Releasee(s)" means each and any of the Defendants' Releasees and each and any of the Plaintiff's Releasees.

(tt) "Releases" means the releases set forth in ¶¶ 4-5 of this Stipulation.

(uu) “Securities Brokerage Account” means the securities brokerage account that Lead Counsel will designate as the recipient of the Settlement Shares.

(vv) “Settlement” means the settlement between Lead Plaintiff and Defendants on the terms and conditions set forth in this Stipulation.

(ww) “Settlement Amount” means a total consideration equal to \$77,500,000, comprised of at least \$20,000,000 paid in cash and the remainder paid in either additional cash or Settlement Shares (or the cash value of any such Settlement Shares paid in cash in lieu of shares in accordance with ¶¶ 8(c), 8(e), 9(d), and/or 9(s) of this Stipulation).

(xx) “Settlement Hearing” means the hearing set by the Court under Rule 23(e)(2) of the Federal Rules of Civil Procedure to consider final approval of the Settlement.

(yy) “Settlement Fund” means the Cash Settlement Fund plus the Settlement Shares.

(zz) “Settlement Notice” means the Notice of (I) Proposed Settlement and Plan of Allocation; (II) Settlement Hearing; and (III) Motion for an Award of Attorneys’ Fees and Litigation Expenses, substantially in the form attached hereto as Exhibit 1 to Exhibit A, which is to be mailed to Class Members.

(aaa) “Settlement Shares” means the number of shares of freely-tradeable Myriad common stock to be issued by Myriad in accordance with ¶ 8(d) of this Stipulation; *provided, however*; it being understood that if any of the Settlement Shares are beneficially owned by an affiliate (as defined in Rule 144(a)(1) under the Securities Act of 1933 (“Securities Act”)) of Myriad, including any person that becomes an affiliate as a result of receiving such Settlement Shares or has been an affiliate within 90 days of the date of resale, such Settlement Shares shall be considered “Control Securities” and subject to resale in compliance with Rule 144 under the

Securities Act, including the volume provisions therein (although not the holding period contained in such Rule).

(bbb) “Summary Settlement Notice” means the Summary Notice of (I) Proposed Settlement and Plan of Allocation; (II) Settlement Hearing; and (III) Motion for an Award of Attorneys’ Fees and Litigation Expenses, substantially in the form attached hereto as Exhibit 3 to Exhibit A, to be published as set forth in the Preliminary Approval Order.

(ccc) “Taxes” means: (i) all federal, state, and/or local taxes of any kind (including any interest or penalties thereon) on any income earned by the Settlement Fund (including any resulting from appreciation in value of the Settlement Shares); and (ii) the expenses and costs incurred by Lead Counsel in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants).

(ddd) “Term Sheet” means the confidential term sheet memorializing the Parties’ agreement in principle to settle the Action executed on July 3, 2023.

(eee) “Unknown Claims” means any Released Plaintiff’s Claims which Lead Plaintiff or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Defendants’ Claims which any Defendant does not know or suspect to exist in his or its favor at the time of the release of such claims, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiff and Defendants shall expressly waive, and each of the other Class Members shall be deemed to have waived, and by operation of the Judgment or, if applicable, the Alternate Judgment, shall have expressly waived, 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.

Lead Plaintiff, any Class Member, or any Defendant may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Plaintiff's Claims and the Released Defendants' Claims, but the Parties shall expressly, fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and each Class Member shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and upon the Effective Date and by operation of the Judgment or, if applicable, the Alternate Judgment, shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Plaintiff's Claims and Released Defendants' Claims, as applicable, known or unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent, which now exist, or heretofore existed, or may hereafter exist, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Lead Plaintiff and Defendants acknowledge, and each of the other Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

PRELIMINARY APPROVAL OF SETTLEMENT

2. Following execution of this Stipulation, but no sooner than August 3, 2023, Lead Plaintiff will move for preliminary approval of the Settlement, authorization to provide notice of

the Settlement to the Class, and the scheduling of a hearing for consideration of final approval of the Settlement, which motion shall be unopposed by Defendants. Concurrently with the motion for preliminary approval, Lead Plaintiff shall apply to the Court for, and Defendants shall agree to, entry of the Preliminary Approval Order, substantially in the form attached hereto as Exhibit A, which among other things, shall request that the current Court proceedings be suspended.

RELEASE OF CLAIMS

3. The obligations incurred pursuant to this Stipulation are in consideration of: (a) the full and final disposition of the Action as against Defendants; and (b) the Releases provided for herein.

4. Pursuant to the Judgment, or, if applicable, the Alternate Judgment, without further action by anyone, upon the Effective Date of the Settlement, Lead Plaintiff and each of the other Class Members, on behalf of themselves, and their respective heirs, executors, administrators, trustees, predecessors, successors, and assigns in their capacities as such only, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged any or all of the Released Plaintiff's Claims against Defendants and the other Defendants' Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiff's Claims against the Defendants' Releasees. This Release shall not apply to any of the Excluded Plaintiff's Claims.

5. Pursuant to the Judgment, or, if applicable, the Alternate Judgment, without further action by anyone, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, executors, administrators, trustees, predecessors, successors, and assigns in their capacities as such only, shall be deemed to have, and by operation of law and of the

judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged any or all of the Released Defendants' Claims against Lead Plaintiff and the other Plaintiff's Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released Defendants' Claims against the Plaintiff's Releasees. This Release shall not apply to any of the Excluded Defendants' Claims.

6. Notwithstanding ¶¶ 4-5 above, nothing in the Judgment, or, if applicable, the Alternate Judgment, shall bar any action by any of the Parties to enforce or effectuate the terms of this Stipulation or the Judgment, or, if applicable, the Alternate Judgment.

THE SETTLEMENT CONSIDERATION

7. **Total Settlement Consideration.** In consideration of the settlement of the Released Plaintiff's Claims against Defendants and the other Defendants' Releasees, Myriad shall provide or cause to be provided to the Class total consideration equal to \$77,500,000 in value, which will consist of at least \$20,000,000 paid in cash and the remainder paid in either additional cash or freely-tradeable Myriad common stock to be issued by Myriad.

8. **Payment of Settlement Amount.** Payment of the Settlement Amount will be made in accordance with the following terms and conditions:

(a) Myriad shall cause at least \$20,000,000 in cash (the "Initial Cash Amount") to be deposited into the Escrow Account no later ten (10) business days after the date of the Court's entry of an order preliminarily approving the Settlement.

(b) Prior to the Settlement Hearing, Myriad shall calculate and disclose to Lead Counsel what proportion of the remaining Settlement Amount (i.e., \$57,500,000) will be paid in cash (the "Additional Cash Amount") or shares of Myriad common stock (the "Stock Component"). For the avoidance of doubt, the amount of the Stock Component shall be the total

\$77,500,000 Settlement Amount less (i) the at least \$20,000,000 Initial Cash Amount and (ii) any Additional Cash Amount beyond the Initial Cash Amount that Myriad has elected to pay in cash in lieu of Settlement Shares.

(c) Myriad shall cause any Additional Cash Amount to be deposited into the Escrow Account no later than three (3) calendar days after the date of the Court's entry of the Judgment or, if applicable, the Alternate Judgment.

(d) The number of Settlement Shares that Myriad shall issue will be calculated by dividing the Stock Component by the Volume-Weighted Average Price ("VWAP") of Myriad common stock for the ten (10) consecutive trading days immediately preceding the date of the Settlement Hearing. In the event that the quotient described in the preceding sentence yields a fractional number of shares, the number of shares issued will be rounded up to nearest whole share if that fraction is equal to, or greater than one half of one share, and otherwise rounded down to the nearest whole share. The total number of Settlement Shares to be issued shall be adjusted to reflect any subdivision or combination in Myriad common stock by stock splits, reverse stock splits, reorganization, recapitalization, or other similar transaction from the date of the initial calculation of the number of Settlement Shares that Myriad will issue under this paragraph (i.e., the date of the Settlement Hearing) through and including the date the Settlement Shares are issued by Myriad and delivered to the Securities Brokerage Account (i.e., no later than 3 business days after the date of the Court's entry of the Judgment or, if applicable, the Alternate Judgment).

(e) Except as provided in ¶ 9(d) below, by the later of three (3) business days after: (a) the date of the Court's entry of the Judgment or, if applicable, the Alternate Judgment; or (b) the date Myriad and Defendants' Counsel receive the written instructions from Lead Counsel identifying the Securities Brokerage Account and DTC number that will match the DWAC

initiated by the Securities Brokerage Account, Myriad shall issue the Settlement Shares and shall cause the Settlement Shares to be delivered to the Securities Brokerage Account in accordance with written instructions from Lead Counsel, which shall be delivered to Myriad and Defendants' Counsel prior to the date of the Court's entry of the Judgment or, if applicable, the Alternate Judgment; *provided, however*, that if the VWAP as calculated above dropped to a level that would require Myriad to issue shares in excess of 5% of the total number of outstanding shares of Myriad common stock, then Myriad shall have four (4) months from the date of the Settlement Hearing to pay in cash into the Escrow Account any Settlement Amount that remains unpaid following payment of the Initial Cash Amount.

9. **Issuance and Delivery of Settlement Shares.** The following terms and conditions shall apply to the issuance and delivery of the Settlement Shares:

(a) All Settlement Shares will be duly and validly issued, fully paid, non-assessable, approved for listing on the Nasdaq Global Select Market ("NASDAQ") (or any other stock exchange or market on which Myriad's (or its Successor Entity's) common stock is then listed or quoted) at the time of such issuance, subject to notice of issuance, and free from all liens and encumbrances (other than those created by any recipient of the Settlement Shares), and will be either registered under the Securities Act or exempt from registration under Section 3(a)(10) of the Securities Act ("Section 3(a)(10)"); *provided, however*, that should Myriad (or its Successor Entity) choose to register the issuance of the Settlement Shares, the registration of the issuance of the Settlement Shares shall not extend the deadline by which the Settlement Shares must be issued and delivered as stated in ¶ 8(e) above.

(b) The issuance of the Settlement Shares shall be registered, or the Settlement Shares shall be available for resale by non-affiliates of Myriad (or its Successor Entity) without

registration under the Securities Act, upon issuance and delivery, and shall be issued and delivered in accordance with any applicable state securities laws, rules, or regulations (“State Blue Sky Laws”) at Myriad’s (or its Successor Entity’s) expense.

(c) In order to qualify for the exemption provided by Section 3(a)(10), the Parties and their counsel will take all steps reasonably necessary to ensure that each of the following conditions will be satisfied: (i) Class Members shall be given adequate notice of the Settlement Hearing in a timely manner; (ii) the Settlement Hearing shall be open to all Class Members; (iii) there shall be no improper impediments to the appearance by any Class Member at the Settlement Hearing; (iv) the Court shall be advised before the Settlement Hearing that Myriad will rely on the Section 3(a)(10) exemption based on the Court’s approval of the issuance of the Settlement Shares as part of the consideration provided in exchange for the settlement and release of the Released Plaintiff’s Claims against the Defendants’ Releasees; (v) the Settlement Hearing shall include consideration of the fairness of the terms and conditions of the issuance of the Settlement Shares as part of the consideration provided in exchange for the settlement and release of the Released Plaintiff’s Claims against the Defendants’ Releasees; (vi) the Judgment or, if applicable, the Alternate Judgment shall approve the procedural and substantive fairness to the Class Members of the terms and conditions of the issuance of the Settlement Shares as part of the consideration provided in exchange for the settlement and release of the Released Plaintiff’s Claims against the Defendants’ Releasees; and (vii) the Judgment or, if applicable, the Alternate Judgment, shall substantially provide that the Settlement Shares are freely tradeable by non-affiliates of Myriad (or its Successor Entity) and the issuance of the Settlement Shares is exempt from registration under Section 3(a)(10), and that Myriad (or its Successor Entity) may choose to

distribute the Settlement Shares without registration and compliance with the prospectus delivery requirements of the U.S. securities laws based upon the Court's findings.

(d) Notwithstanding ¶ 8(e) above, in the event the Court does not make the findings in ¶ 9(c)(vii) above, Myriad (or its Successor Entity) shall either (i) register the issuance of the Settlement Shares and cause the Settlement Shares to be delivered to the Securities Brokerage Account no later than three (3) months after the date of the Court's entry of the Judgment or, if applicable, the Alternate Judgment, or (ii) deposit an amount in cash equal to the Stock Component into the Escrow Account no later than three (3) calendar days after the date of the Court's entry of the Judgment or, if applicable, the Alternate Judgment.

(e) If the Settlement Shares are to be issued pursuant to the exemption from registration under Section 3(a)(10), Myriad must confirm to Lead Counsel that Myriad has obtained the written opinion of counsel substantially as described below (but only if and when such opinion of counsel is required by the transfer agent, the stock exchange, or The Depository Trust Company in connection with the issuance and listing of the Settlement Shares), and at no cost to the Class, the Settlement Fund, or Plaintiff's Counsel; such written opinion of counsel to be substantially to the effect that (i) the issuance and delivery of the Settlement Shares into the Securities Brokerage Account is exempt from registration under the Securities Act under Section 3(a)(10) of that Act and (ii) such Settlement Shares are not "restricted securities" as defined in Rule 144(a)(3) under that Act and are transferable without registration under that Act by any holder which is not an affiliate (as defined in Rule 144(a)(1) under that Act) of Myriad and has not been an affiliate within 90 days of the date of such transfer (the "Section 3(a)(10) Opinion").

(f) From the date of this Stipulation through the date of issuance and delivery of the Settlement Shares to the Securities Brokerage Account, no capital contributions or capital calls will be required from holders of Myriad common stock or the Class.

(g) The Settlement Shares will be issued by Myriad (or its Successor Entity) only in certificate-less (book entry) form. Myriad (or its Successor Entity) will not issue or otherwise provide any physical certificates for any of the Settlement Shares.

(h) Upon issuance and delivery of the Settlement Shares into the Securities Brokerage Account, Lead Counsel shall have the option, in its sole discretion, to sell all or any portion of the Settlement Shares, including any shares awarded to Plaintiff's Counsel for attorneys' fees. The net cash proceeds from any sale of the Class Settlement Shares will be deposited in the Escrow Account pending distribution to Authorized Claimants. Lead Plaintiff and the other Class Members release any and all claims against Defendants or any Defendants' Releasees that arise out of, relate to, or are based upon the issuance, transfer, or disposition of the Settlement Shares made in accordance with this Stipulation or distributions or sales of the Settlement Shares by Lead Counsel and the Claims Administrator, or any of their agents, and shall forever be barred and enjoined from prosecuting any and all such claims against any of the Defendants' Releasees; *provided, however*, that the foregoing shall not alter Myriad's (or its Successor Entity's) obligations under this Stipulation, including with respect to the issuance or delivery of the Settlement Shares or the payment of costs associated therewith as provided herein.

(i) Any Class Settlement Shares that are not to be sold by Lead Counsel shall be transferred from the Securities Brokerage Account to Myriad's (or its Successor Entity's) transfer agent for the benefit of the Class pending distribution to Authorized Claimants. Any such Class Settlement Shares will be transferred to Myriad's (or its Successor Entity's) transfer agent

in accordance with written instructions provided by Defendants' Counsel to Lead Counsel and the Claims Administrator.

(j) If Class Settlement Shares are transferred to the transfer agent for distribution to Authorized Claimants, those Class Settlement Shares shall be distributed to Authorized Claimants in accordance with written instructions provided by Lead Counsel or the Claims Administrator. Such instructions will provide for, among other things, posting the Class Settlement Shares electronically to the accounts of Authorized Claimants via the Direct Registration System ("DRS") in the amounts directed by the Claims Administrator or Lead Counsel. Myriad (or its Successor Entity) shall authorize the transfer agent to disburse Class Settlement Shares in accordance with such instructions.

(k) Myriad (or its Successor Entity) shall be responsible for the payment of all costs associated with the issuance of the Settlement Shares, including without limitation, (i) all costs related to the transfer of the Settlement Shares to the Securities Brokerage Account; (ii) all costs of its transfer agent related to the issuance of the Settlement Shares; (iii) all costs associated with listing the Settlement Shares on the NASDAQ (or any other stock exchange or market on which Myriad's (or its Successor Entity's) common stock is then listed or quoted); and (iv) all costs associated with distributing the Settlement Shares to Authorized Claimants; however the recipients of the Settlement Shares shall be responsible for the payment of all brokerage fees and taxes.

(l) Myriad (or its Successor Entity) shall direct its transfer agent to provide Lead Counsel or the Claims Administrator with instructions concerning all information Myriad's (or its Successor Entity's) transfer agent requires, as well as all formatting requirements, to enable the posting of Class Settlement Shares electronically on the DRS to the accounts of Authorized

Claimants. Such instructions shall include, but are not limited to, information concerning the physical or electronic medium for the delivery of such information to the transfer agent and any requirements for satisfying Securities Transfer Association (“STA”) guidelines so that the Claim Form to be sent to potential Class Members captures all required information in the appropriate format. Myriad (or its Successor Entity) shall direct its (or its Successor Entity’s) transfer agent to provide such instructions and review and provide comments, if any, on the proposed Claim Form, attached hereto as Exhibit 2 to Exhibit A, within three (3) calendar days of the filing of the motion for preliminary approval of the Settlement. Any changes made to the Claim Form at the request of Myriad’s (or its Successor Entity’s) transfer agent shall not be deemed material changes to the Claim Form.

(m) Lead Counsel and the Claims Administrator shall have the responsibility, on behalf of the Class, for instructing Myriad (or its Successor Entity), Defendants’ Counsel, and Myriad’s (or its Successor Entity’s) transfer agent concerning the information for posting Class Settlement Shares to the accounts of Authorized Claimants on the DRS. Any such directions given by Lead Counsel and the Claims Administrator shall be set forth in a writing and accompanied by such information, and in such physical or electronic medium as specified by Myriad’s (or its Successor Entity’s) transfer agent, as set forth in the preceding subparagraph, to permit the Class Settlement Shares to be immediately posted electronically to the accounts of Authorized Claimants on the DRS, in such amounts as are appropriate (the “Settlement Shares Instructions”). Lead Counsel and the Claims Administrator shall endeavor to cause all Class Settlement Shares to be distributed and posted to the accounts of all Authorized Claimants on the DRS at the same time, in such amounts as are appropriate. Myriad (or its Successor Entity) shall have no liability if the

Class Settlement Shares are not distributed to all Authorized Claimants at the same time, in such amounts as are appropriate.

(n) Lead Counsel, Myriad (and any Successor Entity), the Claims Administrator, each Authorized Claimant, and all entities under the direction of Lead Counsel shall cooperate with Myriad's (or its Successor Entity's) transfer agent to provide such information as is required for or related to the Settlement Shares Instructions. Lead Counsel and the Claims Administrator shall provide the Settlement Shares Instructions to Myriad's (or its Successor Entity's) transfer agent as soon as possible after the entry of a Class Distribution Order. Myriad (or its Successor Entity) shall have no liability if the Class Settlement Shares are not timely distributed to any Authorized Claimant due to deficient Settlement Shares Instructions.

(o) Each of Lead Counsel and the Claims Administrator has the right to rely on the instructions provided by Myriad's (or its Successor Entity's) transfer agent as to the information it requires, as well as the formatting requirements to enable the posting of the Settlement Shares electronically on the DRS to the accounts of Authorized Claimants. Myriad's (or its Successor Entity's) transfer agent, in its sole discretion, may request additional information or reformatting in order to effect the posting to the accounts of the Authorized Claimants on the DRS.

(p) Each of Myriad and its transfer agent (and its Successor Entity and its transfer agent) has the right to rely on the accuracy and completeness of the information provided by Lead Counsel, the Claims Administrator, or Authorized Claimants with respect to the issuance and distribution of the Settlement Shares.

(q) Neither the Defendants nor Myriad's (or its Successor Entity's) transfer agent shall have any responsibility or liability regarding the accuracy or completeness of any

information provided by Lead Counsel, the Claims Administrator, or any Authorized Claimant in respect to the issuance or distribution of the Settlement Shares, or any losses incurred in connection therewith; however, as discussed above, Myriad and its transfer agent (and its Successor Entity and its transfer agent) are responsible for providing complete and accurate instructions to Lead Counsel and the Claims Administrator with respect to the information and formatting required in respect to the issuance or distribution of the Settlement Shares and Myriad (and its Successor Entity) shall be liable for any fees, costs, or losses incurred in connection with Myriad's or its transfer agent's (or its Successor Entity's or its Successor Entity's transfer agent's) failure to provide accurate and complete instructions.

(r) Lead Counsel shall provide Defendants' Counsel with notice of the Settlement Shares Instructions at the same time such Settlement Shares Instructions are delivered to Myriad's (or its Successor Entity's) transfer agent. Lead Counsel shall not issue the Settlement Shares Instructions with respect to the Class Settlement Shares allocable to Authorized Claimants prior to the entry of a Class Distribution Order authorizing the distribution of the Class Settlement Shares, in whole or in part, to Authorized Claimants.

(s) In the event of a CIC prior to the issuance and delivery of the Settlement Shares to the Securities Brokerage Account: (i) if holders of Myriad common stock receive all cash in the CIC Transaction, then in lieu of the Settlement Shares, Myriad or the Successor Entity (the "Successor Entity") shall pay cash in an amount equal to the Stock Component; and (ii) if the holders of Myriad common stock receive consideration in such CIC Transaction that is not entirely composed of cash, then Myriad or the Successor Entity shall continue to be obligated to timely provide the Stock Component; *provided, however*, in such event, the Settlement Shares to be issued shall be the stock of the Successor Entity and the amount of Settlement Shares to be issued by the

Successor Entity shall be equal to the Stock Component divided by the VWAP of the Successor Entity common stock for the ten (10) consecutive trading days immediately preceding the date of the Settlement Hearing. In the event that the quotient described in the preceding sentence yields a fractional number of shares, the number of shares issued will be rounded up to nearest whole share if that fraction is equal to, or greater than one half of one share, and otherwise rounded down to the nearest whole share. Additionally, in the event of a CIC prior to the issuance and delivery of the Settlement Shares to the Securities Brokerage Account, if the VWAP of the Successor Entity stock as calculated above would otherwise require the Successor Entity to issue shares in excess of 19.99% of the total number of outstanding shares of the common stock of the Successor Entity when combined with any other shares of common stock of the Successor Entity issued in the CIC Transaction, then the Successor Entity shall not be obligated to issue any shares of common stock and the Successor Entity shall have four (4) months from the date of the Settlement Hearing to pay in cash into the Escrow Account any Settlement Amount that remains unpaid following payment of the Initial Cash Amount. For the avoidance of doubt, the value of the total Settlement Shares (as calculated in accordance with the VWAP formula above) shall be no less than the value of the Stock Component as of the date of the Settlement Hearing (i.e., \$57,500,000, or such lesser value if any amount of the \$77,500,000 total Settlement Amount beyond the \$20,000,000 Initial Cash Amount is paid in cash in lieu of Settlement Shares in accordance with the terms of this Stipulation).

(t) By virtue of determining the number of Settlement Shares to be issued by Myriad (or its Successor Entity) pursuant to this Stipulation as of the date of the Settlement Hearing, following the date of the Settlement Hearing, Lead Plaintiff and the Class shall retain the

benefit of any increase in the value of Myriad (or its Successor Entity's) common stock and assume the risk of any decrease in the value of Myriad (or its Successor Entity's) common stock.

(u) During the period between the issuance of the Settlement Shares and the distribution thereof to Authorized Claimants, the Settlement Shares shall be treated identically to the existing Myriad (or its Successor Entity's) common stock, and shall receive all benefits that accrue to the existing Myriad (or its Successor Entity's) common stock (including, but not limited to, cash dividends and other distributions to shareholders). Additionally, during such period, on any matter or at any meeting at which shareholders of Myriad (or its Successor Entity's) common stock are entitled to vote, the Settlement Shares shall be deemed voted (and Lead Counsel shall or shall cause Myriad's (or its Successor Entity's) transfer agent to vote the Settlement Shares) in the same manner in which the majority of the outstanding shares of Myriad (or its Successor Entity's) common stock (exclusive of the Settlement Shares) are actually voted.

10. In the event Myriad (or its Successor Entity) defaults on its obligation to deliver the Settlement Shares set forth above: (a) no portion of the Initial Cash Amount shall be returned to Myriad; and (b) Myriad (or its Successor Entity) shall have up to seven (7) calendar days to cure any such defaults, and if not so cured shall immediately upon default pay any unpaid Settlement Amount in cash.

USE OF SETTLEMENT FUND

11. The Settlement Fund shall be used to pay: (a) any Taxes; (b) any Notice and Administration Costs; (c) any Litigation Expenses awarded by the Court; (d) any attorneys' fees awarded by the Court; and (e) any other costs and fees approved by the Court. The balance remaining in the Settlement Fund (including, if applicable, the net cash proceeds from the sale of any Class Settlement Shares deposited into the Escrow Account in accordance with the terms of

this Stipulation), that is, the Net Settlement Fund, shall be distributed to Authorized Claimants as provided in ¶¶ 23-36 below.

12. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court. The Escrow Agent shall invest any funds in the Escrow Account exclusively in United States Treasury Bills (or a mutual fund invested solely in such instruments) and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC. In the event that the yield on United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. The Defendants' Releasees shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions or actions of the Escrow Agent. All risks related to the investment of the Settlement Fund shall be borne solely by the Settlement Fund.

13. The Parties agree that the Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1 and that Lead Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns

as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Lead Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. The Defendants' Releasees shall not have any liability or responsibility for any such Taxes. Upon written request, Defendants will provide to Lead Counsel the statement described in Treasury Regulation § 1.468B-3(e). Lead Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a "relation back election," as described in Treasury Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

14. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by Lead Counsel and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the previous paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. Defendants' Releasees shall have no responsibility or liability for the acts or omissions of Lead Counsel or its agents with respect to the payment of Taxes, as described herein.

15. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, no Defendant, Defendants' Releasee, or any other person or entity who or which paid any portion of the Settlement Amount shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever, including without limitation, the number of Claims submitted, the collective amount of Recognized Claims of Authorized Claimants, the

percentage of recovery of losses, or the amounts to be paid to Authorized Claimants from the Net Settlement Fund.

16. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Lead Counsel may pay from the Settlement Fund, without further approval from Defendants or further order of the Court, all Notice and Administration Costs actually incurred and paid or payable. The Notice and Administration Costs shall include, without limitation, the actual costs of printing and mailing the Class Notice and Settlement Notice, publishing the Summary Settlement Notice, reimbursements to nominee owners for forwarding the Class Notice or Settlement Notice to their beneficial owners, the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing notice and administering the Settlement (including processing the submitted Claims), and the fees, if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs paid or incurred, including any related fees, shall not be returned or repaid to Defendants, any of the other Defendants' Releasees, or any other person or entity who or which paid any portion of the Settlement Amount. All Notice and Administration Costs shall be paid exclusively from the Settlement Fund. Except for Defendants' obligation to send CAFA notice as provided for in ¶ 26 below, Defendants' Releasees shall have no responsibility for or liability whatsoever with respect to the Notice and Administration Costs, nor shall they have any responsibility or liability whatsoever for any claims with respect thereto.

ATTORNEYS' FEES AND LITIGATION EXPENSES

17. Lead Counsel will apply to the Court for a collective award of attorneys' fees to Plaintiff's Counsel to be paid solely from (and out of) the Settlement Fund. Lead Counsel also will apply to the Court for payment of Litigation Expenses, which may include a request for

reimbursement of Lead Plaintiff's costs and expenses directly related to its representation of the Class, to be paid solely from (and out of) the Cash Settlement Fund. Lead Counsel's application for an award of attorneys' fees and/or Litigation Expenses (the "Fee and Expense Application") is not the subject of any agreement between Defendants and Lead Plaintiff other than what is set forth in this Stipulation.

18. Payment of any Litigation Expenses awarded by the Court shall be paid from the Cash Settlement Fund. Any attorneys' fees that are awarded by the Court shall be paid proportionally from the Cash Settlement Fund and the Settlement Shares (or the net proceeds from the sale of the Settlement Shares). By way of illustration, if Myriad pays \$30 million of the Settlement Amount in cash and the remainder in Settlement Shares, then 39% of the fee award shall be paid in cash and 61% shall be paid in Settlement Shares. No Defendant or any other Defendants' Releasee shall have any involvement with or liability, obligation, or responsibility whatsoever for the manner and method to which attorneys' fees are awarded out of the Settlement Fund.

19. Any attorneys' fees and Litigation Expenses that are awarded by the Court (the "Fee and Expense Award") shall be paid to Lead Counsel either (a) if paid from (and out of) the Cash Settlement Fund, immediately upon the Fee and Expense Award; or (b) if paid from (and out of) the Settlement Shares, immediately upon the Fee and Expense Award or, if the Settlement Shares have not yet been delivered to the Securities Brokerage Account at the time of the Fee and Expense Award, immediately upon the delivery of the Settlement Shares to the Securities Brokerage Account in accordance with ¶¶ 8(e) or 9(d) above, notwithstanding any appeals or potential for appeal from the Fee and Expense Award, timely filed objections to the Fee and Expense Award, or collateral attack on the Settlement or any part of the Settlement.

20. The payment of the Fee and Expense Award to Plaintiff's Counsel shall be subject to Plaintiff's Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund, plus accrued interest at the same net rate as is earned by the Settlement Fund, if the Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the award of attorneys' fees and/or Litigation Expenses is reduced or reversed and such order reducing or reversing the award has become Final. Plaintiff's Counsel shall make the appropriate refund or repayment in full no later than thirty (30) calendar days after: (a) receiving from Defendants' Counsel notice of the termination of the Settlement; or (b) any order reducing or reversing the award of attorneys' fees and/or Litigation Expenses has become Final. With respect to any portion of Plaintiff's Counsel's fee paid in Settlement Shares, any refund or repayment shall be net of the cost of liquidating or selling such shares. In the event the Settlement Shares are liquidated, in lieu of returning the portion of the Settlement Shares paid to Plaintiff's Counsel as Court-awarded attorneys' fees, Plaintiff's Counsel may refund the net cash proceeds from the sale of any such Settlement Shares. Each such Plaintiff's Counsel's law firm or Lead Plaintiff, as a condition of receiving such fees, costs, and expenses, on behalf of itself and each partner and/or shareholder of it, agrees that the law firm and its partners and/or shareholders are subject to the jurisdiction of the Court for the purpose of enforcing the provisions of this paragraph. Any refunds required pursuant to this ¶ 20 shall be the several obligation of Lead Counsel, other Plaintiff's Counsel, and Lead Plaintiff that received fees or expenses to make appropriate refunds or repayments to the Settlement Fund.

21. An award of attorneys' fees and/or Litigation Expenses is not a necessary term of this Stipulation and is not a condition of the Settlement embodied herein. Neither Lead Plaintiff

nor Lead Counsel may cancel or terminate the Settlement based on this Court's or any appellate court's ruling with respect to attorneys' fees and/or Litigation Expenses.

22. Lead Counsel shall allocate the attorneys' fees awarded amongst Plaintiff's Counsel in a manner which it, in good faith, believes reflects the contributions of such counsel to the institution, prosecution, and settlement of the Action. Defendants' Releasees shall have no responsibility for or liability whatsoever with respect to the allocation or award of attorneys' fees or Litigation Expenses. The attorneys' fees and Litigation Expenses that are awarded to Plaintiff's Counsel shall be payable solely from the Settlement Fund.

NOTICE AND SETTLEMENT ADMINISTRATION

23. As part of the Preliminary Approval Order, Lead Counsel shall seek appointment of a Claims Administrator. The Claims Administrator shall administer the Settlement, including but not limited to the process of receiving, reviewing, and approving or denying Claims, under Lead Counsel's supervision and subject to the jurisdiction of the Court. None of the Defendants, nor any other Defendants' Releasees, shall have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Claims Administrator, the Plan of Allocation, the administration of the Settlement, the Claims process, or disbursement of the Net Settlement Fund, and shall have no liability whatsoever to any person or entity, including, but not limited to, Lead Plaintiff, any other Class Members, or Lead Counsel in connection with the foregoing. Defendants' Counsel shall cooperate in the administration of the Settlement to the extent reasonably necessary to effectuate its terms.

24. In accordance with the terms of the Preliminary Approval Order to be entered by the Court, Lead Counsel shall cause the Claims Administrator to mail the Settlement Notice and Proof of Claim Form to all persons or entities who were previously mailed copies of the Class

Notice and any other potential Class Members who may be identified through reasonable effort. Lead Counsel shall also cause the Claims Administrator to have the Summary Settlement Notice published in accordance with the terms of the Preliminary Approval Order to be entered by the Court.

25. The Parties will take the position with the Court that, in light of the exclusion request process done in connection with the Class Notice (as described in WHEREAS clauses M and N of this Stipulation), Class Members shall not be given an additional opportunity to exclude themselves from the Class with respect to the Settlement in connection with the Settlement Notice. Accordingly, unless otherwise ordered by the Court, the Settlement Notice will not provide Class Members an opportunity to request exclusion from the Class with respect to the Settlement.

26. No later than ten (10) calendar days following the filing of this Stipulation with the Court, Defendants shall serve the notice required under the Class Action Fairness Act, 28 U.S.C. § 1715 *et seq.* (“CAFA”). Defendants are solely responsible for the costs of the CAFA notice and administering the CAFA notice. At least seven (7) calendar days before the Settlement Hearing, Defendants shall cause to be served on Lead Counsel and filed with the Court proof, by affidavit or declaration, regarding compliance with CAFA § 1715(b). The Parties agree that any delay by Defendants in timely serving the CAFA notice will not provide grounds for delay of the Settlement Hearing or entry of the Judgment or, if applicable, the Alternate Judgment.

27. The Claims Administrator shall receive Claims and determine first, whether the Claim is a valid Claim, in whole or part, and second, each Authorized Claimant’s *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant’s Recognized Claim compared to the total Recognized Claims of all Authorized Claimants (as set forth in the Plan of Allocation

set forth in the Settlement Notice attached hereto as Exhibit 1 to Exhibit A, or in such other plan of allocation as the Court approves).

28. The Plan of Allocation proposed in the Settlement Notice is not a necessary term of the Settlement or of this Stipulation and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. Lead Plaintiff and Lead Counsel may not cancel or terminate the Settlement (or this Stipulation) based on this Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in this Action. Defendants and the other Defendants' Releasees shall not object in any way to the Plan of Allocation or any other plan of allocation in this Action. No Defendant, nor any other Defendants' Releasees, shall have any involvement with or liability, obligation, or responsibility whatsoever for the application of the Court-approved plan of allocation.

29. Any Class Member who does not submit a valid Claim will not be entitled to receive any distribution from the Net Settlement Fund, but will otherwise be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or, if applicable, the Alternate Judgment, to be entered in the Action and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against the Defendants' Releasees with respect to the Released Plaintiff's Claims in the event that the Effective Date occurs with respect to the Settlement.

30. Lead Counsel shall be responsible for supervising the administration of the Settlement and the disbursement of the Net Settlement Fund subject to Court approval. No Defendant, or any other Defendants' Releasees, shall be permitted to review, contest, or object to any Claim, or any decision of the Claims Administrator or Lead Counsel with respect to accepting or rejecting any Claim for payment. Lead Counsel shall have the right, but not the obligation, to

waive what it deems to be formal or technical defects in any Claims submitted in the interests of achieving substantial justice.

31. For purposes of determining the extent, if any, to which a Class Member shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

(a) Each Claimant shall be required to submit a Claim in paper form, substantially in the form attached hereto as Exhibit 2 to Exhibit A, or in electronic form, in accordance with the instructions for the submission of such Claims, and supported by such documents as are designated therein, including proof of the Claimant's loss, or such other documents or proof as the Claims Administrator or Lead Counsel, in their discretion, may deem acceptable;

(b) All Claims must be submitted by the date set by the Court in the Preliminary Approval Order and specified in the Settlement Notice. Any Class Member who fails to submit a Claim by such date shall be forever barred from receiving any distribution from the Net Settlement Fund or payment pursuant to this Stipulation (unless by Order of the Court such Class Member's Claim is accepted), but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or, if applicable, the Alternate Judgment, and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against any Defendants' Releasees with respect to any Released Plaintiff's Claim. Provided that it is mailed by the claim-submission deadline, a Claim Form shall be deemed to be submitted when postmarked, if received with a postmark indicated on the envelope and if mailed by first-class mail and addressed in accordance with the instructions thereon. In all other cases, the Claim Form shall be deemed to have been submitted on the date when actually received by the Claims Administrator;

(c) Each Claim shall be submitted to and reviewed by the Claims Administrator who shall determine in accordance with this Stipulation and the plan of allocation the extent, if any, to which each Claim shall be allowed, subject to review by the Court pursuant to subparagraph (e) below as necessary;

(d) Claims that do not meet the submission requirements may be rejected. Prior to rejecting a Claim in whole or in part, the Claims Administrator shall communicate with the Claimant in writing, to give the Claimant the chance to remedy any curable deficiencies in the Claim submitted. The Claims Administrator shall notify, in a timely fashion and in writing, all Claimants whose Claim the Claims Administrator proposes to reject in whole or in part, setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose Claim is to be rejected has the right to a review by the Court if the Claimant so desires and complies with the requirements of subparagraph (e) below; and

(e) If any Claimant whose Claim has been rejected in whole or in part desires to contest such rejection, the Claimant must, within twenty (20) days after the date of mailing of the notice required in subparagraph (d) above or a lesser time period if the Claim was untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a Claim cannot be otherwise resolved, Lead Counsel shall thereafter present the request for review to the Court.

32. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's Claim, and the Claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided, however, that such investigation and discovery shall be limited to that Claimant's status as a Class Member and the validity and amount

of the Claimant's Claim. No discovery shall be allowed on the merits of this Action or of the Settlement in connection with the processing of Claims.

33. Lead Counsel will apply to the Court, on notice to Defendants' Counsel, for a Class Distribution Order: (a) approving the Claims Administrator's administrative determinations concerning the acceptance and rejection of the Claims submitted; (b) approving payment of any administration fees and expenses associated with the administration of the Settlement from the Escrow Account; and (c) if the Effective Date has occurred, directing payment of the Net Settlement Fund to Authorized Claimants from the Escrow Account.

34. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Claimants. All Class Members whose Claims are not approved by the Court for payment shall be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or, if applicable, the Alternate Judgment, to be entered in this Action and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action against any and all Defendants' Releasees with respect to any and all of the Released Plaintiff's Claims.

35. No person or entity shall have any claim against Lead Plaintiff, Lead Counsel, the Claims Administrator, or any other agent designated by Lead Counsel, or Defendants' Releasees and/or their respective counsel, arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or any order of the Court. Lead Plaintiff and Defendants, and their respective counsel, and Lead Plaintiff's damages expert and all other Releasees shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the plan of allocation, or the determination,

administration, calculation, or payment of any claim or nonperformance of the Claims Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith. Class Members shall also release and be barred from asserting against Lead Plaintiff, Lead Counsel, the Claims Administrator, or any other agent designated by Lead Counsel, or Defendants' Releasees and/or their respective counsel, any claims arising out of, relating to, based upon, or in connection with the issuance, transfer, disposition, sale, or liquidation of the Settlement Shares made in accordance with the terms of the Stipulation.

36. All proceedings with respect to the administration, processing, and determination of Claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court. All Class Members, other Claimants, and parties to this Settlement expressly waive trial by jury (to the extent any such right may exist) and any right of appeal or review with respect to such determinations.

TERMS OF THE JUDGMENT

37. If the Settlement contemplated by this Stipulation is approved by the Court, Lead Counsel and Defendants' Counsel shall request that the Court enter a Judgment, substantially in the form attached hereto as Exhibit B.

CONDITIONS OF SETTLEMENT AND EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

38. The Effective Date of the Settlement shall be deemed to occur on the occurrence or waiver of all of the following events:

(a) The Court has entered the Preliminary Approval Order, substantially in the form set forth in Exhibit A attached hereto, as required by ¶ 2 above;

(b) The Cash Settlement Amount (including the Initial Cash Amount, any Additional Cash Amount, and any additional cash consideration required to be paid in lieu of Settlement Shares) has been timely paid into the Escrow Account as required by ¶¶ 8 and 9 above;

(c) The Settlement Shares have been timely issued and delivered to the Securities Brokerage Account as required by ¶¶ 8 and 9 above;

(d) Lead Plaintiff has not exercised its option to terminate the Settlement pursuant to the provisions of this Stipulation;

(e) Myriad has not exercised its option to terminate the Settlement pursuant to the provisions of this Stipulation; and

(f) The Court has approved the Settlement as described herein, following notice to the Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure, and entered the Judgment, and the Judgment has become Final, or the Court has entered an Alternate Judgment, and none of the Parties seek to terminate the Settlement, and the Alternate Judgment has become Final.

39. Upon the occurrence of all of the events referenced in ¶ 38 above, any and all remaining interest or right of Defendants or their insurers in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

40. If (i) Lead Plaintiff exercises its right to terminate the Settlement as provided in this Stipulation; (ii) Myriad exercises its right to terminate the Settlement as provided in this Stipulation; (iii) the Court disapproves the Settlement; or (iv) the Effective Date as to the Settlement otherwise fails to occur, then:

(a) The Settlement and the relevant portions of this Stipulation shall be canceled and terminated;

(b) Lead Plaintiff and Defendants shall revert to their respective positions in the Action as of immediately prior to the execution of the Term Sheet on July 3, 2023;

(c) The terms and provisions of this Stipulation, with the exception of this ¶ 40 and ¶¶ 16, 19, 43, and 64 of this Stipulation, shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any Judgment, or, if applicable, the Alternate Judgment, or any other order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*;

(d) If the Settlement is terminated pursuant to this Stipulation, then Lead Counsel shall, within five (5) business days of such termination, provide written notification of termination to the Escrow Agent. Within five (5) business days after joint written notification of termination is sent by Defendants' Counsel and Lead Counsel to the Escrow Agent, (i) the Cash Settlement Fund, including, if applicable, the net cash proceeds from the sale of any Class Settlement Shares (including accrued interest thereon and change in value as a result of the investment of the cash held in the Escrow Account), less any Notice and Administration Costs actually incurred, paid, or payable and less any Taxes paid, due, or owing, shall be refunded by the Escrow Agent to Myriad (or such other persons or entities as Myriad may direct); and (ii) if applicable, any unsold Class Settlement Shares shall be returned to Myriad; and

(e) Any attorneys' fees and expenses paid to Plaintiff's Counsel shall be refunded in accordance with ¶ 20 above. Such payments may be refunded in cash at Lead Counsel's election.

41. It is further stipulated and agreed that Lead Plaintiff and Myriad shall each have the right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so ("Termination Notice") to each of the other Parties within thirty (30) calendar days of:

(a) the Court's final refusal to enter the Preliminary Approval Order in any material respect; (b) the Court's final refusal to approve the Settlement or any material part thereof; (c) the Court's final refusal to enter the Judgment in any material respect as to the Settlement; (d) the date upon which the Judgment is modified or reversed in any material respect by the United States Court of Appeals for the Tenth Circuit or the United States Supreme Court; or (e) the date upon which an Alternate Judgment is modified or reversed in any material respect by the United States Court of Appeals for the Tenth Circuit or the United States Supreme Court, and the provisions of ¶ 40 above shall apply. However, any decision or proceeding, whether in this Court or any appellate court, with respect to an application for attorneys' fees or payment of Litigation Expenses or with respect to any plan of allocation shall not be considered material to the Settlement, shall not affect the finality of any Judgment or, if applicable, the Alternate Judgment, and shall not be grounds for termination of the Settlement.

42. In addition to the grounds set forth in ¶ 41 above:

(a) Lead Plaintiff shall have the unilateral right to terminate the Settlement in the event that a failure to (i) timely pay the Cash Settlement Amount into the Escrow Account in accordance with ¶¶ 8 and 9 above, or (ii) timely issue and deliver the Settlement Shares to the Securities Brokerage Account in accordance with all of the requirements stated in ¶¶ 8 and 9 above is not cured within five (5) business days after Lead Plaintiff provides written notice in accordance with ¶ 62 below.

(b) If prior to the Settlement Hearing, the aggregate number of shares of Myriad common stock purchased or acquired during the Class Period by persons who would otherwise be Class Members but who subsequently requests exclusion from the Class, in the event the Court requires that Class Members be given an additional opportunity to exclude themselves from the

Class with respect to the Settlement in connection with the Settlement Notice, exceeds the sum specified in a separate supplemental agreement between Lead Plaintiff and Myriad by and through their counsel (the “Supplemental Agreement”), Myriad shall have the unilateral right to terminate this Stipulation and render it null and void in accordance with the procedures set forth in the Supplemental Agreement. The Parties agree to maintain the confidentiality of the Supplemental Agreement. The Supplemental Agreement, which is being executed concurrently herewith, shall not be filed with the Court and its terms shall not be disclosed in any other manner (other than the statements herein and, as applicable, in the Settlement Notice, to the extent necessary, or as otherwise provided in the Supplemental Agreement) unless the Court otherwise directs or a dispute arises between Lead Plaintiff and Myriad concerning its interpretation or application, in which event the Parties shall submit the Supplemental Agreement to the Court in camera and request that the Court afford it confidential treatment.

NO ADMISSION OF WRONGDOING

43. Neither the Term Sheet, this Stipulation (whether or not consummated), including the exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of the Term Sheet and this Stipulation, nor any proceedings taken pursuant to or in connection with the Term Sheet, this Stipulation, and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered against any of the Defendants’ Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Defendants’ Releasees with respect to the truth of any fact alleged by Lead Plaintiff or the validity of any claim that was or could have been asserted or the deficiency of any defense that has

been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Defendants' Releasees or in any way referred to for any other reason as against any of the Defendants' Releasees, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(b) shall be offered against any of the Plaintiff's Releasees, as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Plaintiff's Releasees that any of their claims are without merit, that any of the Defendants' Releasees had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Plaintiff's Releasees, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; or

(c) shall be construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; *provided, however*, that if this Stipulation is approved by the Court, the Parties and the Releasees and their respective counsel may refer to it to effectuate the protections from liability granted hereunder or otherwise to enforce the terms of the Settlement.

MISCELLANEOUS PROVISIONS

44. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or

inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto, the terms of the Stipulation shall prevail.

45. Defendants warrant that, as to the payments made or to be made on behalf of them, at the time of entering into this Stipulation and at the time of such payment they, or to the best of their knowledge any persons or entities contributing to the payment of the Settlement Amount, were not insolvent, nor will the payment required to be made by or on behalf of them render them insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof. This representation is made by each of the Defendants and not by their counsel.

46. In the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the Cash Settlement Fund or issuance or delivery of any Settlement Shares or any portion thereof by or on behalf of Defendants to be a preference, voidable transfer, fraudulent transfer, or similar transaction and any portion of the Cash Settlement Fund and/or the Settlement Shares is required to be returned, and such amount is not promptly deposited into the Cash Settlement Fund by others and/or the equivalent value of such Settlement Shares is not replaced by others, then, at the election of Lead Plaintiff, Lead Plaintiff and Defendants shall jointly move the Court to vacate and set aside the Releases given and the Judgment or, if applicable, the Alternate Judgment, entered in favor of Defendants and the other Releasees pursuant to this Stipulation, in which event the Releases and Judgment, or, if applicable, the Alternate Judgment, shall be null and void, and the Parties shall be restored to their respective positions in the Action as provided in ¶ 40 above and any cash amounts in the Escrow Account and, if applicable, any previously issued Settlement Shares (less any Taxes paid, due, or owing with respect to the Settlement Fund, less any Notice and Administration Costs actually incurred,

paid, or payable, and less the cost of liquidating or selling any Settlement Shares) shall be returned as provided in ¶ 40 above.

47. The Parties intend this Stipulation and the Settlement to be a full, final, and complete resolution of all disputes asserted or which could be asserted by Lead Plaintiff or any other Class Members against the Defendants' Releasees with respect to the Released Plaintiff's Claims. Pursuant to 15 U.S.C. § 78u-4(c)(1), the Judgment will contain a finding that, during the course of the Action, the Parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11 in connection with the maintenance, prosecution, defense, and settlement of the Action. In addition, no Party shall assert any claims of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the institution, prosecution, defense, or settlement of this Action. The Parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties, including through a mediation process supervised and conducted by the Mediators, and reflect the Settlement that was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

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

of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged. Nothing in this Stipulation shall limit Lead Plaintiff's ability to comply with its obligations to make disclosures as required by law, including, but not limited to, the California Public Records Act (Cal. Gov. Code § 7920, *et seq.*), the Ralph M. Brown Act (Cal. Gov. Code § 54950, *et seq.*), and any other legal requirements as determined by the Los Angeles City Attorney.

49. The terms of the Settlement, as reflected in this Stipulation, may not be modified or amended, nor may any of its provisions be waived except by a writing signed on behalf of Lead Plaintiff and Defendants (or their successors-in-interest).

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

51. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and Litigation Expenses to Plaintiff's Counsel and enforcing the terms of this Stipulation, including the Plan of Allocation (or such other plan of allocation as may be approved by the Court) and the distribution of the Net Settlement Fund to Class Members.

52. The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

53. This Stipulation and its exhibits and the Supplemental Agreement constitute the entire agreement among Lead Plaintiff and Defendants concerning the Settlement and this Stipulation and its exhibits. All Parties acknowledge that no other agreements, representations,

warranties, or inducements have been made by any Party concerning this Stipulation, its exhibits, or the Supplemental Agreement other than those contained and memorialized in such documents.

54. This Stipulation may be executed in one or more counterparts, including by signature transmitted via facsimile, or by a .pdf/.tif image of the signature transmitted via email. All executed counterparts and each of them shall be deemed to be one and the same instrument.

55. This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of the Parties, including any and all Releasees and any corporation, partnership, or other entity into or with which any Party may merge, consolidate, or reorganize.

56. The construction, interpretation, operation, effect, and validity of this Stipulation, the Supplemental Agreement, and all documents necessary to effectuate it shall be governed by the internal laws of the State of Utah without regard to conflicts of laws, except to the extent that federal law requires that federal law govern.

57. Any action arising under or to enforce this Stipulation or any portion thereof, shall be commenced and maintained only in the Court.

58. This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that it is the result of arm's-length negotiations between the Parties and all Parties have contributed substantially and materially to the preparation of this Stipulation.

59. All counsel and any other person executing this Stipulation and any of the exhibits hereto, or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

60. Lead Counsel and Defendants' Counsel agree to cooperate fully with one another in seeking Court approval of the Preliminary Approval Order and the Settlement, as embodied in this Stipulation, and to use best efforts to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

61. Within thirty (30) calendar days of the Effective Date, Lead Plaintiff shall return or destroy all discovery material produced by Defendants in connection with the Action.

62. If any Party is required to give notice to another Party under this Stipulation, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or facsimile or email transmission, with confirmation of receipt. Notice shall be provided as follows:

If to Lead Plaintiff or Lead Counsel: Bernstein Litowitz Berger & Grossmann LLP
Attn: Abe Alexander, Esq.
1251 Avenue of the Americas
New York, NY 10020
Telephone: (212) 554-1400
Facsimile: (212) 554-1444
Email: Abe.Alexander@blbglaw.com

If to Defendants: Skadden, Arps, Slate, Meagher & Flom LLP
Attn: Scott D. Musoff
One Manhattan West
New York, NY 10001
Telephone: (212) 735-3000
Facsimile: (212) 735-2000
Email: scott.musoff@skadden.com

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

64. Whether or not the Stipulation is approved by the Court and whether or not the Stipulation is consummated, or the Effective Date occurs, the Parties and their counsel shall use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, and

proceedings in connection with the Stipulation confidential. However, nothing in this Stipulation shall limit Lead Plaintiff's ability to comply with any disclosure obligations incurred at the time this Stipulation is fully executed, including, but not limited to, those obligations arising under the California Public Records Act (Cal. Gov. Code § 7920, *et seq.*), the Ralph M. Brown Act (Cal. Gov. Code § 54950, *et seq.*), and any other legal requirements as determined by the Los Angeles City Attorney.

65. All agreements made and orders entered during the course of this Action relating to the confidentiality of information shall survive this Settlement. Notwithstanding the foregoing, nothing in this Stipulation shall limit Lead Plaintiff's ability to comply with disclosure obligations arising under applicable law, including, but not limited to, those obligations arising under the California Public Records Act (Cal. Gov. Code § 7920, *et seq.*), the Ralph M. Brown Act (Cal. Gov. Code § 54950, *et seq.*), and any other legal requirements as determined by the Los Angeles City Attorney.

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

IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of August 3, 2023.

**BERNSTEIN LITOWITZ BERGER &
GROSSMANN LLP**

By:  _____

Salvatore Graziano (*admitted pro hac vice*)
Hannah Ross (*admitted pro hac vice*)
Adam Wierzbowski (*admitted pro hac vice*)
Abe Alexander (*admitted pro hac vice*)

1251 Avenue of the Americas
New York, NY 10020
Telephone: (212) 554-1400
Facsimile: (212) 554-1444


***Lead Counsel for Lead Plaintiff
and the Class***

**OFFICE OF THE LOS ANGELES
CITY ATTORNEY**

Hydee Feldstein Soto, Los Angeles City Attorney
Anya J. Freedman, Assistant City Attorney
Miguel G. Bahamon, Deputy City Attorney
Public Pensions General Counsel Division
977 North Broadway
Los Angeles, CA 90012-1728
Telephone: (213) 978-6800


***Additional Counsel for Lead Plaintiff
Los Angeles***

**SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP**

By: 
Scott D. Musoff (*admitted pro hac vice*)
Winston P. Hsiao (*admitted pro hac vice*)

One Manhattan West
New York, NY 10001
Telephone: (212) 735-3000
Facsimile: (212) 735-2000

**MINTZ, LEVIN, COHN, FERRIS, GLOVSKY,
AND POPEO, P.C.**


By: _____
John F. Sylvia (*admitted pro hac vice*)
Matthew D. Levitt (*admitted pro hac vice*)

One Financial Center
Boston, MA 02111
Telephone: (617) 542-6000
Facsimile: (617) 542-2241

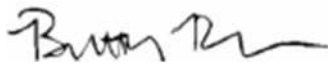
Counsel for Defendants

GREENBERG TRAURIG LLP

By: _____
Daniel J. Wadley
John Huber
222 South Main Street Suite 1730
Salt Lake City, Utah 84101
Telephone: (801) 478-6900

Additional Counsel for Defendant Mark C. Capone

O'MELVENY & MYERS LLP

By: 

Matthew W. Close
Brittany Rogers
400 South Hope Street, 18th Floor
Los Angeles, CA 90071
Telephone: (213) 430-6000

Additional Counsel for Defendant Bryan Dechairo

WILMER CUTLER PICKERING HALE AND DORR LLP

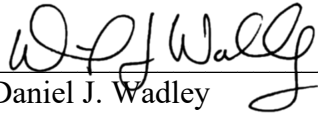
By: _____
Michael G. Bongiorno
Jocelyn M. Keider
60 State Street
Boston, MA 02109
Telephone: (617) 526-6000

Additional Counsel for Defendant R. Bryan Riggsbee

Telephone: (617) 542-6000
Facsimile: (617) 542-2241

Counsel for Defendants

GREENBERG TRAURIG LLP

By: 
Daniel J. Wadley
John Huber
222 South Main Street Suite 1730
Salt Lake City, Utah 84101
Telephone: (801) 478-6900

Additional Counsel for Defendant Mark C. Capone

O'MELVENY & MYERS LLP

By: _____
Matthew W. Close
Brittany Rogers
400 South Hope Street, 18th Floor
Los Angeles, CA 90071
Telephone: (213) 430-6000

Additional Counsel for Defendant Bryan Dechairo

WILMER CUTLER PICKERING HALE AND DORR LLP

By: _____
Michael G. Bongiorno
Jocelyn M. Keider
60 State Street
Boston, MA 02109
Telephone: (617) 526-6000

Additional Counsel for Defendant R. Bryan Riggsbee

Telephone: (617) 542-6000
Facsimile: (617) 542-2241

Counsel for Defendants

GREENBERG TRAURIG LLP

By: _____
Daniel J. Wadley
John Huber
222 South Main Street Suite 1730
Salt Lake City, Utah 84101
Telephone: (801) 478-6900


Additional Counsel for Defendant Mark C. Capone

O'MELVENY & MYERS LLP

By: _____
Matthew W. Close
Brittany Rogers
400 South Hope Street, 18th Floor
Los Angeles, CA 90071
Telephone: (213) 430-6000

Additional Counsel for Defendant Bryan Dechairo

WILMER CUTLER PICKERING HALE AND DORR LLP

By:  _____
Michael G. Bongiorno
Jocelyn M. Keider
60 State Street
Boston, MA 02109
Telephone: (617) 526-6000

Additional Counsel for Defendant R. Bryan Riggsbee