



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

SCOTT G. KORMOS and JORDAN
KLEIN, on behalf of themselves and all
other similarly situated stockholders of
PLAYTIKA HOLDING CORP.,

Plaintiffs,

v.

PLAYTIKA HOLDING UK II
LIMITED,

Defendant.

C.A. No. 2023-0396-BWD

**STIPULATION AND AGREEMENT OF
SETTLEMENT, COMPROMISE, AND RELEASE**

This Stipulation and Agreement of Settlement, Compromise, and Release, dated October 7, 2025 (“**Stipulation**”) and the settlement embodied herein (“**Settlement**”) is entered into in the above-captioned action (“**Action**”) by and among the following parties: (i) Plaintiffs Scott G. Kormos (“**Kormos**”) and Jordan Klein (“**Klein**,” and together with Kormos, “**Plaintiffs**”), individually and on behalf of the Class (as defined below); (ii) Playtika Holding UK II Ltd. (“**PHUKII**” or “**Defendant**”); and Playtika Holding Corp. (“**Playtika**” or the “**Company**,” and together with Plaintiffs and PHUKII, the “**Settling Parties**,” and each a “**Party**”). This Stipulation is submitted pursuant to Court of Chancery Rule 23.

Subject to the terms and conditions set forth herein and the approval of the Court, the Settlement embodied in this Stipulation is intended to: (i) be a full and

final disposition of the Action; (ii) state all of the terms of the Settlement and the resolution of the Action; (iii) fully and finally compromise, resolve, dismiss, discharge, and settle each and every one of the Released Plaintiffs' Claims, as defined below, against Defendant, and to release the Released Plaintiffs' Claims, as defined below, as to each and every one of the Released Defendant and Defendant-Related Parties and Released Playtika-Related Parties, as each defined below; (iv) fully and finally compromise, resolve, dismiss, discharge, and release each and every one of the Released Defendant's Claims, as defined below, against each and every one of the Released Plaintiffs Parties, as defined below; and (v) fully and finally compromise, resolve, dismiss, discharge, and release each and every one of the Released Playtika Claims, as defined below, against each and every one of the Released Defendant and Defendant-Related Parties, the Released Playtika-Related Parties, and the Released Plaintiffs Parties, as each defined below.¹

WHEREAS:

I. SUMMARY OF THE ACTION

A. Founded in 2010, Playtika is an Israel-based mobile game developer that develops free-to-play mobile video games in casino-themed and casual genres.

¹ Unless defined elsewhere in this Stipulation, all capitalized terms shall have the meanings given to them in Article II.

B. In 2011, Playtika was acquired by Caesars Interactive Entertainment, Inc. (“**Caesars**”).

C. In 2016, a consortium of Chinese investors (collectively, “**Giant**”) led by Yuzhu Shi (“**Shi**”) acquired Playtika. In connection with the acquisition, Giant transferred all Playtika common stock to PHUKII, its wholly-owned subsidiary.

D. On January 20, 2021, Playtika conducted its initial public offering (the “**IPO**”). In connection with the IPO, PHUKII raised approximately \$1.6 billion and retained majority control of the Company.

E. On August 22, 2022, a special committee (“**Special Committee**”) of the Playtika board of directors (“**Board**”) voted to recommend a Company self-tender offer for up to \$600 million at a share price of \$11.58 per share, a 6% premium to market (“**Self-Tender**”). The Board (other than Playtika CEO Robert Antokol, James Lu, and Tian Lin, who recused themselves from the vote) authorized the Self-Tender on August 24, 2022.

F. On August 26, 2022, Playtika, PHUKII and PHUKII’s affiliates entered into a tender agreement (“**Tender Agreement**”). The Tender Agreement contained a provision that Plaintiffs allege allowed PHUKII to maintain its majority control of Playtika despite the uncertainty regarding public participation in the Tender Offer (“**Safety Valve**”). Plaintiffs allege that the Safety Value allowed the

Company to inform stockholders of the number of shares tendered by all stockholders, and PHUKII could then withdraw from the Self-Tender shares PHUKII had previously tendered as necessary for PHUKII to attempt to retain control.

G. On August 29, 2022, Playtika commenced the Self-Tender.

H. On September 29, 2022, Plaintiffs Klein and Kormos each served Playtika with a demand to inspect Playtika's books and records, pursuant to 8 *Del. C.* § 220.

I. The Self-Tender closed on October 3, 2022. Playtika repurchased 51,813,472 shares, or 12.6% of the Company's outstanding stock at the time, for \$600 million. PHUKII initially agreed to tender 211,711,155 shares, withdrew certain tendered shares, and ultimately sold only 27,943,938 shares, maintaining control of the Company.

J. On April 4, 2023, Plaintiffs filed a Verified Class Action Complaint ("**Complaint**") in the Court, naming as defendants Antokol and Playtika CFO Craig Abrahams (together, the "**Dismissed Defendants**"), and PHUKII, on behalf of themselves and a Class of Playtika stockholders (Dkt. 1). The Complaint asserted claims for breach of fiduciary duty against Antokol, Abrahams, and PHUKII, and alleged that PHUKII used its position as a controlling stockholder to cause the Company to pursue the Self-Tender for its own benefit. Specifically, the

Complaint alleged that PHUKII orchestrated the Self-Tender through an unfair process designed to extract a non-ratable benefit from the Company and entrench its control, including by undermining the Special Committee and pressuring the Board to approve the transaction. Plaintiffs primarily sought damages to remedy the alleged breaches of fiduciary duty.

K. On August 18, 2023, PHUKII and the Dismissed Defendants filed separate motions to dismiss the Complaint (“**Motions to Dismiss**”) for failure to state a claim for breach of fiduciary duty, along with their respective Opening Briefs in support of those motions (Dkts. 14-16). PHUKII additionally argued that the Court lacked personal jurisdiction over it.

L. On October 2, 2023, Plaintiffs filed an Omnibus Answering Brief in Opposition to the Motions to Dismiss (Dkt. 21).²

M. On November 1, 2023, PHUKII and the Dismissed Defendants filed Reply Briefs in Support of their respective Motions to Dismiss (Dkts. 23-24).

N. On November 21, 2023, the Court heard oral argument on the Motions to Dismiss (Dkt. 40).

O. On January 18, 2024, the Court issued a telephonic bench ruling on PHUKII’s Motion to Dismiss (Dkt. 44). The Court held that it had personal

² Plaintiffs later submitted a corrected version on November 16, 2023 (Dkt. 34).

jurisdiction over PHUKII and denied PHUKII's Motion to Dismiss. The Court reserved decision on the Dismissed Defendants' Motion to Dismiss.

P. On January 31, 2024, the parties filed a Stipulation and [Proposed] Order to Extend Time to Answer Verified Complaint (Dkt. 45), which the Court subsequently granted on February 1, 2024 (Dkt. 46).

Q. Beginning on February 14, 2024, Plaintiffs propounded discovery, including 48 total document requests and 91 total interrogatories to Defendant, 48 document requests and 87 interrogatories to the Dismissed Defendants and Playtika, and subpoenas on 11 third parties.

R. The Parties (including the Dismissed Defendants) engaged in extensive meet-and-confers regarding the process for reviewing and producing documents maintained in mainland China, which included negotiating multiple complex search protocols in both English and Mandarin. Once the Parties reached agreement on the protocols, PHUKII's Chinese reviewers conducted the initial document review, followed by PHUKII's Chinese counsel confirming compliance with Chinese law and production of such documents.

S. Ultimately, in response to Plaintiffs' discovery requests served on Defendant and subpoenas directed to non-parties, including one issued pursuant to the Hague Convention of 18 March 1970 on the Taking of Evidence Abroad, Plaintiffs received and reviewed more than 70,000 documents or approximately

460,000 pages, including many primarily produced in Mandarin. PHUKII alone produced over 2,100 documents or approximately 40,000 pages, including from individuals in China who voluntarily agreed to provide their documents even though they were not named as defendants and were not served with subpoenas.

T. On February 19, 2024, PHUKII filed its answer to the Complaint (Dkt. 57), including affirmative defenses. Defendant's defenses included: (1) Plaintiffs failed to state a claim upon which relief can be granted; (2) Plaintiffs' claims were barred, in whole or in part, because the Self-Tender was entirely fair to the stockholders; and (3) any alleged damage, injury, or loss was not directly or proximately caused by any conduct or act of PHUKII, who at all times acted in good faith.

U. On February 23, 2024, the Dismissed Defendants filed a Motion to Stay Discovery Pending Resolution of Motion to Dismiss (Dkt. 59).

V. On February 27, 2024, the Court entered an Order memorializing its January 18, 2024, bench ruling denying PHUKII's Motion to Dismiss and reserving decision as to the Dismissed Defendants' Motion to Dismiss (Dkt. 61).

W. On March 1, 2024, Plaintiffs filed a Motion to Enter Case Schedule and Opposition to the Dismissed Defendants' Motion to Stay (Dkt. 67).

X. On March 13, 2024, Defendant PHUKII filed a Motion to Extend Time to Respond to Interrogatories (Dkt. 69).

Y. On March 15, 2024, Plaintiffs filed their opposition to the Motion to Extend Time to Respond to Interrogatories (Dkt. 70).

Z. On April 16, 2024, the Parties filed a Stipulation and [Proposed] Order Governing Expert Discovery (Dkt. 75), which the Court entered on April 19, 2024 (Dkt. 78).

AA. On April 17, 2024, the Parties filed a Stipulation and [Proposed] Order Governing the Production and Exchange of Confidential Information (Dkt. 76), which the Court entered on April 18, 2024 (Dkt. 77).

BB. On May 3, 2024, the Court issued a Memorandum Opinion granting the Dismissed Defendants' Motion to Dismiss and dismissing all claims asserted against them (Dkt. 79).

CC. Beginning on or around June 5, 2024, Plaintiffs' and Defendant's counsel exchanged communications regarding what Plaintiffs asserted were deficiencies in Defendant's responses and objections to Plaintiffs' first set of interrogatories.

DD. On June 18, 2024, Plaintiffs proposed a class definition to Defendant's counsel.

EE. On July 23, 2024, Plaintiffs and Defendant filed a Stipulation and [Proposed] Order Governing Case Schedule (Dkt. 82), which the Court entered on July 31, 2024 (Dkt. 85).

FF. On October 10, 2024, Defendant served its first request for the production of documents and first set of interrogatories directed to Plaintiffs (Dkt. 90). Plaintiffs' counsel then conferred with Defendant's counsel regarding those discovery requests, and subsequently conferred with Plaintiffs to identify all locations of relevant documents. Plaintiffs' counsel also conducted an independent search for responsive materials.

GG. On October 10, 2024, Plaintiffs served their second set of interrogatories directed to PHUKII (Dkt. 89).

HH. On November 12, 2024, Plaintiffs served their responses and objections to Defendant's discovery requests (Dkt. 91). That same day, Plaintiffs substantially completed their production of responsive documents.

II. On December 6, 2024, Plaintiffs filed an Unopposed Motion for Issuance of Letter of Request for International Judicial Assistance Pursuant to the Hague Convention of 18 March 1970 on the Taking of Evidence Abroad in Civil or Commercial Matters directed to the Central Authority of Hong Kong S.A.R., China (Dkt. 94), which the Court entered on December 19, 2024 (Dkts. 95 and 96).

JJ. On January 8, 2025, following the retirement of Vice Chancellor Sam Glasscock III, the Action was reassigned to Vice Chancellor Bonnie David (Dkt. 97).

KK. On April 16, 2025, Plaintiffs and Defendant filed a Stipulation

and [Proposed] Order Governing Amended Case Schedule (Dkt. 99), which the Court entered on April 22, 2025 (Dkt. 100).

LL. Beginning on or around April 24, 2025, Plaintiffs' and Defendant's counsel exchanged numerous communications regarding Plaintiffs' alleged deficiencies in PHUKII's production.

MM. On May 1, 2025, Plaintiffs served Defendant's counsel with a deposition list identifying 16 witnesses, including Houlihan Lokey, Inc. (the Special Committee's financial advisor), The Raine Group LLC (the Special Committee's financial advisor), Kilometre Capital Management Limited (Giant's financial advisor), Giant, Playtika's corporate officers, the Special Committee members, Apollo Global Management, Inc., and Joffre Capital Limited.

NN. On June 26, 2025, Plaintiffs and Defendant simultaneously exchanged Opening Mediation Statements and exhibits. Plaintiffs' submission included damages assessments from Plaintiffs' damages expert.

OO. On July 10, 2025, Plaintiffs and Defendant simultaneously exchanged Reply Mediation Statements and exhibits. The mediation statements addressed, among other things, the issues of liability and potential damages.

PP. On July 24, 2025, Plaintiffs' and Defendant's counsel participated in a full-day, in-person mediation session before David M. Murphy of Phillips ADR Enterprises in California. Playtika and its counsel were also in

attendance. After receiving a double-blind mediator's recommendation, the Plaintiffs and Defendant reached an agreement in principle to settle the Action.

QQ. On September 11, 2025, the Settling Parties executed a term sheet memorializing the Settlement ("**Term Sheet**").

RR. On September 12, 2025, Plaintiffs' counsel, on behalf of the Settling Parties, informed the Court of the settlement of the Action in principle and requested a stay of further proceedings pending submission of the Settlement for Court approval (Dkt. 103).

SS. Plaintiffs, through their counsel, have conducted an investigation and pursued extensive discovery relating to the claims against Defendant and the underlying events and transactions alleged in the Action. Plaintiffs' Counsel have analyzed the evidence adduced during their investigation and through the discovery in the Action described above, and have also researched the applicable law with respect to the claims asserted in the Action and the potential defenses thereto. Additionally, the mediation statements prepared and exchanged between the Settling Parties and the mediation proceedings have provided Plaintiffs with a detailed basis upon which to assess the relative strengths and weaknesses of Plaintiffs' position and Defendant's position in this litigation.

TT. Based upon their investigation and prosecution of the Action, Plaintiffs and Plaintiffs' Counsel have concluded that the terms and conditions of

the Settlement and this Stipulation are fair, reasonable, and adequate to Plaintiffs and the other Class Members, as defined below, and in their best interests. Based on their direct oversight of the prosecution of this matter, along with the input of Plaintiffs' Counsel, Plaintiffs have agreed to settle the claims raised in the Action pursuant to the terms and provisions of this Stipulation, after considering: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Action; (ii) the probability of success on the merits; (iii) the problems of proof associated with, and possible defenses to, the claims asserted in the Action; (iv) the difficulty and obstacles to compelling Chinese nationals to provide deposition testimony in the Action and/or appear at trial given various restrictions under Chinese law; (v) the limited ability to compel the production of additional documents maintained in mainland China given various restrictions under Chinese law; (vi) the desirability of permitting the Settlement to be consummated according to its terms; (vii) the expense and length of continued proceedings necessary to prosecute the Action against Defendant through trial and appeals; and (viii) the conclusion reached by Plaintiffs and Plaintiffs' Counsel that the terms and conditions of the Stipulation are fair, reasonable, and adequate, and that settling the Action on the terms set forth herein is in the best interest of Playtika, the Class, and Playtika's current stockholders.

UU. Defendant denies all allegations of wrongdoing, fault, liability, legal violations, or damages arising from any conduct, statements, acts, or omissions alleged in the Action, and maintains that its actions were at all times proper, in the best interests of Playtika and its stockholders, and in compliance with applicable law. Defendant further denies any breach of fiduciary duties and affirmatively asserts that the Self-Tender and its terms were fair to the unaffiliated stockholders and provided substantial benefits to Playtika and its stockholders. Defendant also denies that Playtika or its stockholders suffered any harm from any conduct alleged, or that could have been alleged, in the Action. Defendant asserts that, at all relevant times, it acted in good faith and in a manner it reasonably believed to be in the best interest of Playtika and its stockholders.

VV. Nevertheless, Defendant recognizes the uncertainty and risk inherent in any litigation, as well as the substantial burdens, expense, and time required to defend this Action through trial, post-trial motions, and appeal. In particular, Defendant is mindful of the burdens this litigation imposes on itself, Playtika (in which Defendant maintains a majority interest), and their respective management teams, and the impact continued litigation would have on their ability to focus on value creation. Defendant wishes to eliminate the uncertainty, risk, burden, and expense of further litigation and allow Playtika to operate without further distraction or diversion of personnel. Accordingly, Defendant has determined

to settle the Action on the terms set forth in this Stipulation solely to resolve the Released Plaintiffs' Claims, Released Defendant's Claims, and Released Playtika Claims (as each defined below) finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages.

WW. Nothing in this Stipulation shall be construed as an admission by Defendant of any wrongdoing, fault, liability, or damages.

XX. The Settling Parties recognize that the Action has been filed and prosecuted by Plaintiffs in good faith and defended by Defendant in good faith, and that the Settlement Payment, as defined below, to be paid, and the other terms of the Settlement as set forth herein, were negotiated at arm's-length, in good faith, and reflect an agreement that was reached voluntarily after consultation with experienced legal counsel.

YY. The Parties believe the Settlement is in the best interests of the other Class Members and the Company. They further believe that the Settlement confers substantial benefits on all such parties and that their interests are best served by resolving the Action on the terms and conditions set forth herein.

NOW THEREFORE, IT IS STIPULATED AND AGREED, by and among Plaintiffs (individually and on behalf of the Class), Defendant, and Playtika that, subject to the approval of the Court under Court of Chancery Rule 23 and the other conditions set forth in Article VI, for good and valuable consideration set forth

herein and conferred on Plaintiffs and the Class, the sufficiency of which is acknowledged, the Action against the Defendant shall be finally and fully settled, compromised, and dismissed, on the merits and with prejudice, and that the Released Plaintiffs' Claims, as defined below, shall be finally and fully compromised, settled, released, discharged, and dismissed with prejudice against the Defendant and released as to the Released Defendant and Defendant-Related Parties and the Released Playtika-Related Parties, as each defined below, and that the Released Defendant's Claims, as defined below, shall be finally and fully compromised, settled, released, discharged, and dismissed with prejudice against the Released Plaintiffs Parties, as defined below, and that the Released Playtika Claims, as defined below, shall be finally and fully compromised, settled, released, discharged, and dismissed with prejudice against the Released Defendant and Defendant-Related Parties, the Released Playtika-Related Parties, and the Released Plaintiffs Parties, as each defined below, in the manner set forth herein.

II. DEFINITIONS

1. In addition to the terms defined elsewhere in this Stipulation, the following capitalized terms, as used in this Stipulation and any exhibits attached hereto and made a part hereof, shall have the following meanings:

(a) “**Account**” means the account maintained by Plaintiffs' Counsel and into which the Settlement Payment shall be deposited.

(b) “**Administrative Costs**” means all costs, expenses, and fees associated with administering or carrying out the terms of the Settlement, other than the costs of providing notice of the Settlement to the Class. Administrative Costs are not part of the Fee and Expense Award.

(c) “**Claims**” means any and all rights, liabilities, suits, debts, obligations, demands, damages, losses, judgments, matters, issues, claims, and causes of action of every nature and description whatsoever, whether known or unknown (including Unknown Claims, as defined below), contingent or absolute, mature or not mature, liquidated or unliquidated, accrued or not accrued, direct or indirect, regardless of legal or equitable theory and whether arising under federal law, state law, statutory law, common law, foreign law, or any other law, rule, or regulation, whether class and/or individual in nature.

(d) “**Class**” means a non-opt-out class for settlement purposes only consisting of all record holders and beneficial owners of Playtika common stock as of 11:59 p.m. EDT on October 3, 2022, *i.e.*, the date the Self-Tender closed (“Class Shares”),³ in each case in their capacity as holders or beneficial owners of Class Shares, including, to the extent necessary to afford relief, their legal

³ For the avoidance of doubt, any stockholder who tendered Playtika shares in the Self-Tender is not a member of the Class with respect to such shares.

representatives, heirs, assigns, transferees, and successors-in-interest, but excluding the Excluded Persons, as that term is defined below.

(e) “**Class Member**” means a member of the Class.

(f) “**Court**” means the Court of Chancery of the State of Delaware.

(g) “**Defendant’s Counsel**” means the law firms of Fenwick & West LLP and Morris, Nichols, Arsht & Tunnell LLP.

(h) “**DTC**” means The Depository Trust Company.

(i) “**DTCC**” means The Depository Trust & Clearing Corporation, including its subsidiary The Depository Trust Company.

(j) “**DTCC Participants**” means the DTCC participants holding Playtika common stock.

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

(l) “**Eligible Class Members**” means Class Members except for any Excluded Persons.

(m) “**Excluded Persons**” means Defendant, Alpha Frontier Limited, Shanghai Cibi Business Information Consultancy Co., Ltd., Shanghai Jukun Network Technology Co., Ltd., Giant Network Group Co., Ltd., Shanghai Giant Investment Co., Ltd., Yuzhu Shi, Hazlet Global Limited, Equal Sino Limited,

Jing Shi, Tian Lin, Wei Liu, Robert Antokol, Craig Abrahams, Michael Cohen, Marc Beilinson, Hong Du, and Bing Yuan, as well as the members of the Immediate Families of any of the foregoing (as applicable); any entity in which any of the foregoing has a controlling interest; any of the foregoing's respective parent entities or subsidiaries or general partners and any trusts, estates, entities, or accounts that held Playtika shares for the benefit of any of the foregoing, and the heirs, or assignees of any of the foregoing.

(n) **“Fee and Expense Award”** means an award to Plaintiffs' Counsel of fees and expenses to be paid from the Settlement Fund, approved by the Court and in full satisfaction of all claims for fees and expenses that have been, could be, or could have been asserted by Plaintiffs' Counsel or any other counsel or any Class Member with respect to the Settlement Fund or against Defendant or Playtika relating to the Settlement Fund. The Fee and Expense Award does not include Administrative Costs or Notice Costs, which are to be paid separately from the Settlement Fund.

(o) **“Final,”** when referring to the 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 motion for reconsideration, reargument, appeal, or other review of the 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,

reconsideration, 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, reconsideration, reargument, or other form of review, or the denial of a writ of certiorari, reconsideration, reargument, or other form of review, and, if certiorari, reconsideration, or other form of review is granted, the date of final affirmance following review pursuant to that grant; provided, however, that any disputes or appeals relating solely to (i) the amount, payment or allocation of fees, costs, and expenses, such as the Fee and Expense Award, or (ii) the plan of allocation of the Settlement proceeds (as submitted or subsequently modified) shall have no effect on finality for purposes of determining the date on which the Judgment becomes Final and shall not otherwise prevent, limit or affect the Judgment, or prevent, limit, delay or hinder entry of the Judgment.

(p) **“Immediate Family”** means parents, children, stepchildren and spouses (a **“spouse”** shall mean a husband, a wife, or a partner in a state-recognized domestic relationship).

(q) **“Incentive Award”** means an award to Kormos and/or Klein, to be paid solely from the Fee and Expense Award and approved by the Court.

(r) **“Judgment”** means the Order and Final Judgment to be entered by the Court in the Action in all material respects in the form attached as **Exhibit D** hereto.

(s) **“Long-Form Notice”** means the Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as **Exhibit B**, which is to be made available to Class Members via internet distribution and by first-class mail or email.

(t) **“Net Settlement Fund”** means the Settlement Fund less (i) any and all Notice Costs; (ii) any and all Administrative Costs; (iii) any and all Taxes; (iv) any Fee and Expense Award, including any Incentive Awards to Plaintiffs; and (v) any other fees, costs, and expenses approved by the Court.

(u) **“Notice”** means the Long-Form Notice and Publication Notice, collectively.

(v) **“Notice Costs”** means all costs, expenses and fees associated with providing notice of the Settlement to the Class, other than all costs, expenses and fees associated with providing stockholder information pursuant to Paragraph 4(b). Notice Costs are not part of the Fee and Expense Award.

(w) **“Plaintiffs’ Counsel”** means Andrews & Springer LLC, Friedman Oster & Tejtell PLLC, and Labaton Keller Sucharow LLP.

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

(y) **“Publication Notice”** means the Summary Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as **Exhibit C**, to be published as set forth in the Scheduling Order.

(z) **“Released Defendant and Defendant-Related Parties”** means Defendant, Alpha Frontier Limited, Shanghai Cibi Business Information Consultancy Co., Ltd., Shanghai Jukun Network Technology Co., Ltd., Giant Network Group Co., Ltd., Shanghai Giant Investment Co., Ltd., Yuzhu Shi, Hazlet Global Limited, Equal Sino Limited, Jing Shi, Tian Lin, and Wei Liu, and their respective current and former employees, officers, directors, partners, predecessors, predecessors-in-interest, successors, successors-in-interest, Immediate Family members (as applicable), insurers, advisors, consultants, agents, representatives, attorneys (including counsel of any of the foregoing), experts, auditors, accountants, and any entity under their control, in their capacities as such.

(aa) **“Released Defendant’s Claims”** means any and all Claims, including Unknown Claims (defined below), that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendant or any prior defendant in the Action, except for: (i) claims to enforce or related to the enforcement of the Settlement, or (ii) any claims to enforce a final order and judgment entered by the Court.

(bb) “**Released Plaintiffs’ Claims**” means any and all Claims, including Unknown Claims (defined below), that (a) were alleged, asserted, set forth, or claimed in the Action or (b) could have been alleged, asserted, set forth, or claimed in the Action, or in any other action in any other court, tribunal, proceeding, or forum, by Plaintiffs or any other member of the Class individually or on behalf of the Class, and that are based upon, arise out of, or relate to any of the claims, allegations, or operative facts as those set forth in the Complaint, except for: (i) claims to enforce the Settlement, or (ii) any claims to enforce a final order and judgment entered by the Court.

(cc) “**Released Plaintiffs Parties**” means Plaintiffs, and all other Class members and their affiliates, and each of their respective officers, directors, trustees, employees, predecessors, predecessors-in-interest, successors, successors-in-interest, Immediate Family members (as applicable), partners, insurers, advisors, consultants, agents, representatives, attorneys (including Plaintiffs’ counsel), experts, auditors, and accountants, and any entity under their control, in their capacities as such.

(dd) “**Released Playtika-Related Parties**” means Playtika Holding Corp., Robert Antokol, Craig Abrahams, Michael Cohen, Marc Beilinson, Hong Du, and Bing Yuan, and their respective current and former employees, officers, directors, partners, predecessors, predecessors-in-interest, successors, successors-in-

interest, immediate family members (as applicable), insurers, advisors, consultants, agents, representatives, attorneys (including counsel of any of the foregoing), experts, auditors, accountants, and any entity under their control, in their capacities as such.

(ee) “**Released Playtika Claims**” means any and all Claims, including Unknown Claims (defined below), that (a) were alleged, asserted, set forth, claimed, or threatened in the Action, (b) could have alleged, asserted, set forth, or claimed in the Action, or in any other action in any other court, tribunal, proceeding, or forum, on behalf of Playtika, and that are based upon, arise out of, or relate to any of the claims, allegations, or operative facts as those set forth in the Complaint, or (c) arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendant or any prior defendant in the Action, except for: (i) claims to enforce or related to the enforcement of the Settlement, or (ii) any claims to enforce a final order and judgment entered by the Court.

(ff) “**Releases**” means the releases set forth in Paragraphs 6-8 of this Stipulation.

(gg) “**Settlement Administrator**” means the settlement administrator selected by Plaintiffs to provide notice of Settlement to the Class and administer the Settlement.

(hh) “**Settlement Fund**” means the Settlement Payment plus any and all interest earned thereon.

(ii) “**Settlement Hearing**” means the hearing to be set by the Court under Court of Chancery Rule 23 to consider, among other things, final approval of the Settlement.

(jj) “**Settlement Payment**” means the sum of Twenty-Four Million and Seven-Hundred-Fifty-Thousand Dollars in cash (\$24,750,000.00).

(kk) “**Taxes**” means: (i) all federal, state and/or local taxes of any kind on any income earned by the Settlement Fund; and (ii) the reasonable expenses and costs incurred by Plaintiffs’ 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).

(ll) “**Unknown Claims**” means any Released Plaintiffs’ Claims that the Released Plaintiffs Parties do not know or suspect to exist in his, her, its, or their favor at the time of the release of the Released Plaintiffs’ Claims, as well as any Released Defendant’s Claims that the Released Defendant and Defendant-Related Parties and Released Playtika-Related Parties do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant’s Claims, as well as any Released Playtika Claims that Playtika does not know or suspect to exist in its favor at the time of the release of the Released Playtika Claims, which, if

known by him, her, it, or them might have affected his, her, its, or their decision(s) with respect to the Settlement. With respect to any and all Released Plaintiffs' Claims, Released Defendant's Claims, and Released Playtika Claims, upon the Effective Date of the Settlement, the Settling Parties shall expressly waive, and by operation of the Order and Final Judgment, the other Released Plaintiffs Parties and Released Defendant and Defendant-Related Parties, Released Playtika-Related Parties shall be deemed to have, and shall have, expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state of the United States or territory of the United States, or principle of common law, that is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

The Settling Parties acknowledge, and the other Released Plaintiffs Parties, Released Defendant and Defendant-Related Parties, and Released Playtika-Related Parties by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Plaintiffs' Claims, the Released Defendant's Claims or the Released Playtika Claims, but that it is the intention of Plaintiffs, Defendant and Playtika, and

by operation of law the other Released Plaintiffs Parties, Released Defendant and Defendant-Related Parties, and Released Playtika-Related Parties, to completely, fully, finally and forever extinguish any and all Released Plaintiffs' Claims, Released Defendant's Claims and Released Playtika Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed and without regard to the subsequent discovery of additional or different facts. Plaintiffs, Defendant, and Playtika also acknowledge, and the other Released Plaintiffs Parties, Released Defendant and Defendant-Related Parties, and Released Playtika-Related Parties by operation of law are deemed to acknowledge, that the inclusion of Unknown Claims in the definition of the Released Plaintiffs' Claims, Released Defendant's Claims, and Released Playtika Claims is separately bargained for and is a key element of the Settlement.

III. CLASS CERTIFICATION

2. Solely for purposes of the Settlement and for no other purpose, Plaintiffs and Defendant stipulate and agree to: (a) certification of the Action as a non-opt-out class action, pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2), on behalf of the Class; (b) appointment of Plaintiffs as Class Representatives for the Class; and (c) appointment of Plaintiffs' Counsel as Class Counsel for the Class.

3. The certification of the Class shall be binding only with respect to the Settlement and this Stipulation. In the event that this Settlement is terminated in accordance with the terms and conditions of this Stipulation or the Effective Date fails to occur, the certification of the Class shall be deemed vacated, the Action shall proceed as though the Class had never been certified, and Defendant reserves the right to oppose certification of any plaintiff class in future proceedings.

IV. SETTLEMENT CONSIDERATION

4. In consideration for the full and final release, settlement, and discharge of all Released Plaintiffs' Claims, Released Defendant's Claims, and Released Playtika Claims, the Settling Parties have agreed to the following consideration:

(a) **Settlement Payment:**

i. The Settlement Fund shall be used (a) to pay all Administrative Costs; (b) to pay all Notice Costs; (c) to pay all Taxes; (d) to pay any Fee and Expense Award, including any Incentive Awards to Plaintiffs; (e) to pay any other fees, costs or expenses approved by the Court; and following the payment of (a) - (e) herein, (f) for subsequent disbursement of the Net Settlement Fund to the Eligible Class Members as provided in Paragraph 4(b) herein. Should there be any balance remaining in the Net Settlement Fund (whether by reason of Tax refunds, uncashed checks, or otherwise), such balance shall be redistributed to identifiable Eligible Class Members in accordance with the Plan of Allocation or, if Plaintiffs'

Counsel, in consultation with the Settlement Administrator, determines that redistribution would not be cost-effective, by order of the Court, Plaintiffs, Plaintiffs' Counsel, and/or the Settlement Administrator may transfer any such balance to the Combined Campaign for Justice.

ii. Within twenty-five (25) business days of the later of: (i) the Court entering a scheduling order setting a date for the Settlement Hearing; or (ii) receipt by Defendant's Counsel of complete payment instructions from Plaintiffs' Counsel and any other reasonably required payment processing information, as described herein, Defendant shall pay, or cause the payment of, the Settlement Payment on behalf of Defendant.

iii. Within ten (10) business days after the full execution of this Stipulation, Plaintiffs' Counsel shall provide Defendant's Counsel, in writing, all information necessary to transfer the Settlement Amount into an escrow account, including (i) a tax identification number for the escrow account; (ii) a completed wire transfer, ACH transfer, or similar anti-fraud payment request form signed by an authorized representative of the escrow account; and (iii) all required wire and check funding instructions and information, including payee name, telephone and e-mail contact information and a physical address for the escrow agent.

iv. Apart from Defendant's obligations to make or cause the payment of the Settlement Payment in accordance with this Paragraph 4(a) and any

costs associated with providing the stockholder information required by Paragraph 4(b), Defendant shall not be responsible for the payment of any amounts in connection with this Settlement (including, but not limited to, interest, attorneys' fees, administration costs, notice costs, expenses, or any costs of any kind incurred by Plaintiffs or their counsel in connection with the resolution of this matter). For the avoidance of doubt, the Fee and Expense Award, the Incentive Award, any Notice Costs, and any Administrative Costs, shall be paid and deducted from the Settlement Payment.

v. In the event that this Stipulation is disapproved, canceled, or terminated pursuant to its terms, the Effective Date of the Settlement otherwise fails to occur, or the Settlement otherwise fails to become Final for any reason, then the Settlement Payment, including any interest but less all Notice Costs and Administrative Costs actually paid or incurred consistent with this Stipulation, and less any Taxes paid, due or owing with respect to the Settlement Fund, shall be returned to the persons or entities who or which funded the Settlement Payment within twenty (20) business days. For the avoidance of doubt, notwithstanding that the Effective Date has not yet occurred, Plaintiffs' counsel may pay from the Settlement Fund, without further approval from Defendant and/or order of the Court, all reasonable costs and expenses actually incurred in connection with Notice Costs and Administration Costs up to the sum of \$500,000.

(b) **Distribution of the Settlement Fund:**

i. For purposes of providing notice of the Settlement to potential Class Members and distribution of the Net Settlement Fund, Defendant and Playtika are required to provide or cause to be provided—at no cost to the Settlement Fund, Plaintiffs, Plaintiffs’ Counsel, or the Settlement Administrator—to the Settlement Administrator or Plaintiffs’ Counsel in an electronically searchable format (e.g., Excel), the information required by Paragraphs 4(b)(i)(a)-(e) (the “**Stockholder Information**”) within the time periods proscribed below.

(a) By 45 calendar days after execution of the Term Sheet, Defendant and Playtika shall provide:

- (1) a stockholder register from Playtika’s transfer agent listing the names, mailing addresses, number of shares held, and, if available, email addresses of all registered holders (“**Registered Holders**”) of Playtika common stock as of that date.
- (2) a Security Position Report (“**SPR**”) from the DTCC showing the position holdings of the DTCC Participants as of the most recent date on or after the Term Sheet execution date

which the DTC can produce such report.

This report shall include the participant names, participant number, cusip, and the number of Playtika shares held by each DTCC Participant, and any other information reasonably available to Playtika that is requested by the Settlement Administrator.

(b) By 45 calendar days after execution of the Term Sheet, Defendant shall use its reasonable best efforts to provide a list of the Excluded Persons known by Defendant to be affiliated with or related to Defendant, including Defendant, Alpha Frontier Limited, Shanghai Cibi Business Information Consultancy Co. Ltd., Shanghai Jukun Network Technology Co. Ltd., Giant Network Group Co. Ltd., Giant Investment Co. Ltd., Yuzhu Shi, Hazlet Global Limited, Equal Sino Limited, Jing Shi, Tian Lin, Wei Liu, and known by Defendant to be record holders and beneficial owners of Playtika common stock as of 11:59 p.m. EDT on October 3, 2022. Provided that disclosure of the following information does not violate any Chinese laws or privacy requirements, Defendant will use its reasonable best efforts to provide information that shall include: (a) whether each Excluded Person was, as of the date the Term Sheet was executed, a Registered Holder or beneficial owner of Playtika common stock whose shares were held via a

financial institution (“**Beneficial Owner**”); (b) the number of Playtika shares held by each Excluded Person as of the date the Term Sheet was executed; and (c) for Excluded Persons who are Beneficial Owners, the name(s) and location(s) of the financial institution(s) holding such shares, including DTC participant number, and the number of shares held in each such account (collectively, the “**Account Information**”).

(c) By 45 calendar days after execution of the Term Sheet, Playtika shall use its reasonable best efforts to provide a list of the Excluded Persons known by Playtika to be affiliated with or related to Playtika, including Robert Antokol, Craig Abrahams, Michael Cohen, Marc Beilinson, Hong Du, and Bing Yuan, and known by Playtika to be record holders and beneficial owners of Playtika common stock as of 11:59 p.m. EDT on October 3, 2022. Playtika will use its reasonable best efforts to include the Account Information for each such Excluded Person covered by the preceding sentence as of the date the Term Sheet was executed.

(d) Within twenty-five (25) calendar days of the Effective Date, Defendant and Playtika shall use their reasonable best efforts to provide:

- (1) an updated stockholder register from Playtika’s transfer agent listing the names,

mailing addresses, number of shares held, and, if available, email addresses for all Registered Holders of Playtika common stock who held Class Shares, as of the Class Distribution Record Date (defined below); and

- (2) a SPR from DTCC showing the position holdings of DTCC Participants as of the most recent date on or after the Effective Date for which the DTC can produce such report (the **“Class Distribution Record Date”**). This report shall include the participant names, participant number, cusip, and the number of Playtika shares held by each DTCC Participant, and any other information reasonably available to Playtika that is requested by the Settlement Administrator to identify eligible recipients.

(e) Within twenty-five (25) calendar days of the Effective Date, Defendant and Playtika shall use reasonable best efforts to advise

Plaintiffs' Counsel and the Settlement Administrator whether the number of Playtika shares held by each Excluded Person as of the close of business on the Class Distribution Record Date ("**Excluded Shares**") is to their knowledge different than the number of shares held on the date the Term Sheet was executed, and, if different, use reasonable best efforts to provide updated Account Information.

ii. For purposes of estimating the number of Excluded Shares for the purposes of providing an estimated Class size in the Notice, Defendant and Playtika are required under the Term Sheet to use reasonable best efforts to provide by 25 calendar days after execution of the Term Sheet—at no cost to the Settlement Fund, Plaintiffs, Plaintiffs' Counsel, or the Settlement Administrator—to Plaintiffs' Counsel their best estimate of the number of shares held by Excluded Persons, relying on public disclosures and any relevant non-public information in their possession.

iii. In addition to the other information to be provided under Paragraph 4(b), at the reasonable request of Plaintiffs' Counsel, and at no cost to the Settlement Fund, Plaintiffs, Plaintiffs' Counsel, or the Settlement Administrator, Defendant and Playtika will use reasonable best efforts to provide such additional information as may be required to distribute the Net Settlement Fund to Eligible Class Members and not to Excluded Persons within ten (10) business days of receiving notice from Plaintiffs' Counsel or the Settlement Administrator that such

additional information is needed (including because the information required to be provided under Paragraph 4(b) is deficient or otherwise incomplete).

iv. The Settlement Administrator and, to the extent they obtain access to the Stockholder Information or Account Information of the Excluded Persons obtained through Paragraph 4(b) of this Stipulation, Plaintiffs' Counsel, shall use such information solely for the purpose of administering the Settlement as set forth in this Stipulation, and not for any other purpose, and shall not disclose the Stockholder Information or Account Information of the Excluded Persons to any other party except as necessary to administer the Settlement or as required by law.

v. Defendant and any other Excluded Person shall not have any right to receive any part of the Settlement Fund for his, her, or its own account(s) (*i.e.*, accounts in which he, she or it holds a proprietary interest, but not including accounts managed on behalf of others, so long as such others are not an otherwise Excluded Person), or any additional amount based on any claim relating to the fact that Settlement proceeds are being received by any other stockholder, in each case under any theory, including but not limited to contract, application of statutory or judicial law, or equity.

vi. The Net Settlement Fund shall be distributed to Eligible Class Members in accordance with the proposed Plan of Allocation set forth in the

Notice or such other plan of allocation as may be approved by the Court. The Plan of Allocation for the Net Settlement Fund will be developed solely by Plaintiffs or Plaintiffs' Counsel or their expert, subject to Court approval. The Plan of Allocation proposed in the 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. Plaintiffs and Plaintiffs' Counsel may not cancel or terminate the Settlement (or this Stipulation) based on this Court's or any ruling by the Delaware Supreme Court with respect to the Plan of Allocation or any other plan of allocation in this Action. The Released Defendant and Defendant-Related Parties and the Released Playtika-Related Parties shall not object in any way to the Plan of Allocation or any other plan of allocation in this Action and shall not have any involvement with the application of the Court-approved plan of allocation or any liability in connection with the plan of allocation.

vii. The Net Settlement Fund shall be distributed to Eligible Class Members only after the Effective Date of the Settlement and after: (a) all Notice Costs, Administrative Costs and Taxes, and any Fee and Expense Award (including any Incentive Awards to Plaintiffs) have been paid from the Settlement Fund or reserved; and (b) the Court has entered an order authorizing the specific distribution of the Net Settlement Fund (the "**Class Distribution Order**").

Plaintiffs' Counsel will apply to the Court, on notice to Defendant's Counsel, for the Class Distribution Order.

viii. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Class Members. Plaintiffs, Defendant, Released Defendant and Defendant-Related Parties, and Released Playtika-Related Parties, and their respective counsel, shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the determination, administration, or calculation of any payment from the Net Settlement Fund; any nonperformance of the Settlement Administrator or a nominee holding shares on behalf of an Eligible Class Member; the determination, administration, payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund; or any losses incurred in connection with any of the foregoing.

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

x. In the event that residual funds remain, the Court may direct that residual settlement funds be redistributed to any identified Eligible Class Member. But if redistribution is uneconomic, by order of the Court, Plaintiff, Plaintiffs' Counsel, and/or the Settlement Administrator may transfer any such

balance to the Combined Campaign for Justice or a similar organization pursuant to Court of Chancery Rule 23(g).

xi. Defendant shall have no input, responsibility, or liability for any claims, payments, or determinations by the Settlement Administrator concerning the distribution of the Settlement Fund, except to provide information as required in Paragraph 4(b)(i)-(iii).

(c) **Costs of Distribution:** Plaintiffs' Counsel shall pay out of the Account all Administrative Costs associated with the allocation and distribution of the Net Settlement Fund (including the costs, if any, associated with transfer to the Combined Campaign for Justice) and all Notice Costs.

(d) **Investment and Disbursement of the Settlement Fund:**

i. The Settlement Fund deposited in accordance with Paragraph 4(a) above shall be invested in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, or if the yield on such instruments is negative, in an account fully insured by the United States Government or an agency thereof, and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. The Settlement Fund shall bear all risks related to investment of the Settlement Fund.

ii. The Settlement Fund shall not be disbursed except as provided in the Stipulation or by an order of the Court.

iii. The Settlement Fund and the Account shall be deemed and considered to be *in custodia legis* of the Court and shall remain subject to the exclusive jurisdiction of the Court, until such time as the Settlement Fund shall be distributed in accordance with the Stipulation and/or further order(s) of the Court.

V. SCOPE OF THE SETTLEMENT

5. Upon entry of the Judgment, and subject to the occurrence of the Effective Date, the Action shall be dismissed with prejudice, on the merits, and without the award of any damages, costs, or fees or the grant of further relief except for the payments provided in this Stipulation.

6. Upon the Effective Date, Plaintiffs, all Class Members, and all Released Plaintiffs Parties on behalf of themselves and their successors and assigns, shall thereupon be deemed to have fully, finally, and forever released, relinquished, settled, and discharged the Released Defendant and Defendant-Related Parties and the Released Playtika-Related Parties from and with respect to every one of the Released Plaintiffs' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, maintaining, participating in, prosecuting, or continuing to prosecute any and all Released

Plaintiffs' Claims against any of the Released Defendant and Defendant-Related Parties and the Released Playtika-Related Parties.

7. Upon the Effective Date, the Released Defendant and Defendant-Related Parties, on behalf of themselves and their successors and assigns, shall thereupon be deemed to have fully, finally and forever, released, relinquish, settled and discharged the Released Plaintiffs Parties from and with respect to every one of the Released Defendant's Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, maintaining, participating in, or prosecuting any and all of the Released Defendant's Claims against any of the Released Plaintiffs Parties.

8. Upon the Effective Date, Playtika, on behalf of itself and its successors and assigns, shall thereupon be deemed to have fully, finally and forever, released, relinquish, settled and discharged the Released Plaintiffs Parties, the Released Defendant and Defendant-Related Parties, and the Released Playtika-Related Parties from and with respect to every one of the Released Playtika Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, maintaining, participating in, or prosecuting any and all of the Released Playtika Claims against any of the Released Plaintiffs Parties, Released Defendant and Defendant-Related Parties, or Released Playtika-Related Parties.

VI. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR APPROVAL

9. As soon as practicable after execution of this Stipulation, Plaintiffs shall (i) apply to the Court for entry of an Order in the form attached hereto as **Exhibit A** (the “**Scheduling Order**”), providing for, among other things: (a) the dissemination by mail of the Long-Form Notice; (b) the publication of the Publication Notice; and (c) the scheduling of the Settlement Hearing to consider: (1) the proposed Settlement, (2) the request that the Judgment be entered in all material respects in the form attached hereto as **Exhibit D**, (3) Plaintiffs’ Counsel’s application for a Fee and Expense Award, and (4) any objections to any of the foregoing; and (ii) take all reasonable and appropriate steps to seek and obtain entry of the Scheduling Order.

10. Plaintiffs shall request at the Settlement Hearing that the Court approve the Settlement and enter the Judgment.

11. The Settling Parties shall take all reasonable and appropriate steps to obtain Final entry of the Judgment in all material respects in the form attached hereto as **Exhibit D**.

12. Notice shall be provided in accordance with the Scheduling Order. Plaintiffs shall retain a Settlement Administrator to disseminate Notice and for the disbursement of the Net Settlement Fund to Eligible Class Members. Playtika shall cooperate with Plaintiffs in providing Notice, including, but not limited to, Playtika providing the Stockholder Information in accordance with Paragraph 4(b) above.

VII. CONDITIONS OF SETTLEMENT

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

(a) the Court has entered the Scheduling Order in all material respects in the form attached hereto as **Exhibit A**;

(b) the full amount of the Twenty-Four Million and Seven-Hundred-Fifty-Thousand Dollar (\$24,750,000.00) cash Settlement Payment has been paid into the Account in accordance with Paragraph 4(a) above;

(c) the Court has entered the Judgment in all material respects in the form attached hereto as **Exhibit D**;

(d) the certification of the Class as a non-opt-out class; and

(e) the Judgment has become Final.

In the event the Effective Date fails to occur pursuant to the terms herein after the Court grants final approval of the Settlement, the provisions in Section X shall govern.

VIII. ATTORNEYS' FEES AND EXPENSES

14. Plaintiffs' Counsel will apply for a Fee and Expense Award in an amount not to exceed 20% of the Settlement Fund, to be determined by the Court and paid solely from the Settlement Fund, and may also petition the Court for

plaintiff Incentive Awards of \$10,000 each to be paid solely from any Fee and Expense Award (the “**Fee Application**”). The Fee Application will be wholly inclusive of any request for attorneys’ fees and expenses on behalf of any Class Member or his, her, their, or its counsel in connection with the Settlement. Defendant and Playtika take no position as to the Fee Application. Plaintiffs’ Counsel’s Fee Application is not the subject of any agreement between the Settling Parties other than what is set forth in this Stipulation. The Released Defendant and Defendant-Related Parties and the Released Playtika-Related Parties shall have no responsibility for or liability whatsoever with respect to the allocation or award of any Fee and Expense Award to Plaintiffs’ Counsel. The Fee and Expense Award shall be payable solely from the Settlement Fund.

15. An amount equal to the Fee and Expense Award shall be payable to Plaintiffs’ Counsel, and any amount equal to any Incentive Awards shall be payable to Plaintiffs, from the Settlement Fund immediately upon award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof. In the event that (i) the Effective Date does not occur; (ii) this Stipulation is disapproved, canceled, or terminated pursuant to its terms, (iii) the Settlement otherwise does not become Final for any reason; or (iv) the Fee and Expense Award is disapproved, reduced, reversed or otherwise modified by Final court order, then Plaintiffs’ Counsel shall, within

twenty (20) business days after Plaintiffs' Counsel receives notice of any such event in (i) through (iv) above, return to the Account, as applicable, either the entirety of the Fee and Expense Award or the difference between the attorneys' fees and expenses awarded by the Court in the Fee and Expense Award on the one hand, and any attorneys' fees and expenses ultimately and finally awarded on appeal, further proceedings on remand or otherwise on the other hand. For the avoidance of doubt, no Court order or reversal on appeal of any order concerning the Plan of Allocation or the Fee and Expense Award shall operate to terminate or cancel this Stipulation and/or the Settlement, or constitute grounds for termination or cancellation of this Stipulation and/or the Settlement.

16. The disposition of the Fee Application is not a material term of this Stipulation, and it is not a condition of this Stipulation that such application be granted or that any Fee and Expense Award be made. The Fee Application may be considered separately from the proposed Stipulation.

17. The Released Defendant and Defendant-Related Parties and the Released Playtika-Related Parties shall have no input into, or responsibility or liability for, the allocation of any award of attorneys' fees and expenses in connection with the Action or the Settlement.

IX. STAY PENDING FINALITY OF THE SETTLEMENT

18. All proceedings in the Action shall be stayed except as provided in this Stipulation. Plaintiffs' and Defendant's (and any third-parties') respective deadlines to respond to any discovery requests or subpoenas are extended indefinitely. Defendant and/or Plaintiffs may inform the recipient of any subpoenas issued in connection with the Action that the proceedings in the Action are stayed pending approval of the Settlement and entry of the Final Judgment.

19. The Settling Parties agree not to initiate any other proceedings against Defendant, Playtika, or any other Released Defendant and Defendant-Related Parties, or Released Playtika-Related Parties, other than those incident to the Settlement itself pending the occurrence of the Effective Date. The Settling Parties also agree to cooperate in good faith with any and all reasonable requests and to use their reasonable best efforts to seek the stay and dismissal of, and to oppose entry of, any interim or final relief in favor of any plaintiff(s) in any such other proceedings which challenge the Settlement, the Self-Tender, or otherwise assert or involve the commencement or prosecution of any Released Plaintiffs' Claim, either directly, representatively, derivatively, or in any other capacity, against any Released Defendant and Defendant-Related Party and Released Playtika-Related Party.

20. The Settling Parties will request the Court to order (in the Scheduling Order) that, pending final determination of whether the Settlement should be

approved, Plaintiffs and all Class Members are barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any Released Plaintiffs' Claim, either directly, representatively, derivatively, or in any other capacity, against any Released Defendant and Defendant-Related Party and Released Playtika-Related Party.

X. TAXES

21. The Settling Parties agree that the Settlement Fund together with all interest earned on the Settlement Fund is intended to be a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1. The Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Article X, including, if necessary, the "relation-back election" (as defined in Treas. Reg. § 1.468B-1(j)(2)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such Treasury regulations promulgated under § 1.468B of the Internal Revenue Code of 1986, as amended. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. Defendant shall provide, or shall cause to be provided, the statement described in Treas. Reg. § 1.468B-3(e) to Plaintiffs' Counsel within the time period required thereunder.

22. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns (as well as the election described in Paragraph 21 above) shall be consistent with this Article IX and in all events shall reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in Paragraph 23 below.

23. All Taxes shall be paid out of the Settlement Fund and shall be timely paid by Plaintiffs' Counsel without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth herein) shall be consistent with this Article IX 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. Any costs for the preparation of applicable tax returns shall be paid from the Settlement Fund. The Released Defendant and Defendant-Related Parties and the Released Playtika-Related Parties shall not bear any tax liability in connection with the Settlement Fund, including any liability for income taxes owed by any Class Member by virtue of their receipt of payment from the Settlement Fund.

24. Playtika, Defendant, and their counsel agree to cooperate with Plaintiffs' Counsel, as administrators of the Settlement Fund, and their tax attorneys

and accountants to the extent reasonably necessary to carry out the provisions of this Article IX.

**XI. TERMINATION OF SETTLEMENT; EFFECT OF TERMINATION;
EFFECT OF PARTIAL APPROVAL OF SETTLEMENT**

25. Subject to Paragraph 26 below, if (i) the Court refuses to enter the Scheduling Order in any material respects; (ii) the Court finally refuses to enter the Judgment in any material respect or alters the Judgment in any material respect prior to entry; or (iii) the Court enters the Judgment but on or following appellate review, the Judgment is modified or reversed in any material respect, then the Settlement and this Stipulation shall be canceled and terminated unless each of the Settling Parties to this Stipulation, within twenty (20) business days from receipt of such ruling, agrees in writing with the other Settling Parties hereto to proceed with this Stipulation and Settlement, including only with such modifications, if any, as to which all other Settling Parties in their sole judgment and discretion may agree. In addition to the foregoing, Plaintiffs shall have the right to cancel and terminate the Settlement and this Stipulation in the event that the Settlement Payment is not timely paid in accordance with Paragraph 4(a) above. For purposes of this paragraph, an intent to proceed shall not be valid unless it is expressed in a signed writing. A modification, disapproval, or reversal on appeal of the Fee and Expense Award or the Plan of Allocation shall not be deemed a material modification of the Judgment or this Stipulation, shall not operate to terminate or cancel this Stipulation and/or the

Settlement, and shall not constitute ground for termination or cancellation of this Stipulation and/or the Settlement.

26. If this Stipulation is disapproved, canceled, or terminated pursuant to its terms, the Effective Date of the Settlement otherwise fails to occur, or the Settlement otherwise does not become Final for any reason, then: (i) the Settling Parties shall be deemed to have reverted to their respective positions in the Action immediately before July 24, 2025; (ii) Plaintiffs and Defendant shall negotiate a new case schedule in good faith, and they shall proceed as if the Stipulation had not been executed and the related orders had not been entered; (iii) the full value of the Settlement Fund (less any Notice Costs and Administrative Costs actually paid or incurred consistent with this Stipulation), including any interest accrued (but less any Taxes paid, due or owing with respect to the Settlement Fund), shall be returned to the persons or entities who or which funded the Settlement Payment pursuant to Paragraph 4(a)(v); (iv) the Releases provided under the Settlement shall be null and void; (v) all of Plaintiffs' and Defendant's respective claims and defenses as to any issue in the Action shall be preserved without prejudice in any way; and (vi) the statements made in connection with the negotiations of this Stipulation shall not be deemed to prejudice in any way the positions of any of the Settling Parties with respect to the Action, or to constitute an admission of fact of wrongdoing by any Settling Party, shall not be used or entitle any Settling Party to recover any fees,

costs, or expenses incurred in connection with the Action except to the extent necessary to justify additional expenditures for any potential future fee application in the event of the failure of the Settlement, and (vii) neither the existence of this Stipulation nor its contents nor any statements made in connection with its negotiation or any settlement communications shall be admissible in evidence or shall be referred to for any purpose in the Action, or in any other litigation or judicial proceeding, except to the extent that reference to the existence of the Stipulation is necessary in the event of the failure of the Settlement to justify a request for a modified scheduling order and trial date in the Action or to enforce the terms of this Paragraph 26.

XII. NO ADMISSION OF WRONGDOING

27. It is expressly understood and agreed that Defendant denies any and all allegations of wrongdoing, fault, breach of duty, liability, or damage in connection with the Action and the Settlement. Nothing in this Stipulation (whether or not consummated) shall be deemed or argued to be evidence of, or to constitute an admission or concession by Defendant, as to: (i) the truth of any fact alleged by Plaintiffs; (ii) the validity of any claims or other issues raised, or which might be or might have been raised, in the Action or in any other proceeding; (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any other

proceeding; or (iv) any wrongdoing, fault, or liability of any kind by any of them, which each of them expressly denies.

28. The Settling Parties further mutually covenant that neither this Stipulation, nor the fact of, or any terms of, the Settlement, or any communications relating thereto, is evidence of, or an admission or concession by Plaintiffs, any Class Member, any Released Plaintiffs Parties, the Released Defendant and Defendant-Related Parties, or the Released Playtika-Related Parties of any fault, liability, or wrongdoing whatsoever, or as to the validity or merit of any claim or defense alleged or asserted in any proceeding, including the Action. Accordingly, neither the Settlement, the Stipulation, any terms of this Stipulation, any negotiations or proceedings in connection therewith, nor any documents or statements referred to herein or therein, (i) shall (a) be argued to be, used, or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury, or damages, or of any wrongful conduct, act, or omission on the part of any of the Released Defendant and Defendant-Related Parties, the Released Playtika-Related Parties, or Released Plaintiffs Parties, or of any infirmity of any defense, or of any damage to Plaintiffs or any other Class Member, or any lack of merit of any claim, or lack of damages to Plaintiffs or any other Class Member, or (b) otherwise be used to create or give rise to any inference or presumption against any of the Released

Defendant and Defendant-Related Parties, Released Playtika-Related Parties, or Released Plaintiffs Parties concerning any fact or any purported liability, fault, or wrongdoing of the Released Defendant and Defendant-Related Parties, Released Playtika-Related Parties, or Released Plaintiffs Parties or any injury or damages to any person or entity, or (ii) shall otherwise be admissible, referred to, or used in any proceeding of any nature, for any purpose whatsoever; provided, however, that the Judgment may be introduced in any proceeding subject to Delaware Rule of Evidence 408 and any and all other state and federal law corollaries thereto, whether in the Court or otherwise, as may be necessary to argue and establish that the Judgment has *res judicata*, collateral estoppel, or other issue or claim preclusion effect or to otherwise consummate or enforce the Settlement and Judgment or to secure any insurance rights or proceeds of any of the Released Defendant and Defendant-Related Parties, Released Playtika-Related Parties, or Released Plaintiffs Parties or as otherwise required by law.

XIII. MISCELLANEOUS PROVISIONS

29. All of the exhibits attached hereto are incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, if 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.

30. In the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the Settlement Fund or any portion thereof by or on behalf of Playtika or Defendant or their insurers to be a preference, voidable transfer, fraudulent transfer or similar transaction under Title 11 of the United States Code (Bankruptcy) or applicable state law and any portion thereof is required to be returned, and such amount is not promptly deposited into the Settlement Fund by others, then, at Plaintiffs' election, Plaintiffs, Playtika, and Defendant shall jointly move the Court to vacate and set aside the Releases given and the Judgment entered in favor of the Released Defendant and Defendant-Related Parties and the Released Playtika-Related Parties pursuant to this Stipulation, in which event the Releases and Judgment shall be null and void, and the Settling Parties shall be restored to their respective positions in the Action as provided above and any cash amounts in the Settlement Fund (less any Taxes paid, due or owing with respect to the Settlement Fund and less any Notice Costs and Administrative Costs actually incurred or paid) shall be returned as provided in Paragraph 4(a)(v).

31. The Settling Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Plaintiffs and any other Class Members against any Released Defendant and Defendant-Related Party and any Released Playtika-Related Party with respect to the Released Plaintiffs' Claims. Accordingly, Plaintiffs and Plaintiffs' Counsel,

Playtika and its counsel, and Defendants and the Dismissed Defendants and their counsel agree not to assert in any forum that this Action was brought by Plaintiffs or defended by Defendant or Dismissed Defendants in bad faith or without a reasonable basis. The Settling 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 Settling Parties, including through a mediation process supervised and conducted by David M. Murphy of Phillips ADR Enterprises, 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.

32. Plaintiffs, Defendant, Dismissed Defendants, Playtika and each of their counsel shall not make any accusations of bad faith, wrongful or actionable conduct by any Settling Party concerning the prosecution, defense, or resolution of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

33. 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 each of the Settling Parties (or their successors-in-interest).

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

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

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

37. 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 exclusive jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and expenses to Plaintiffs' Counsel and enforcing the terms of this Stipulation, including the distribution of the Net Settlement Fund to Class Members.

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

39. This Stipulation and its exhibits constitute the entire agreement among the Settling Parties concerning the Settlement and this Stipulation and its exhibits. Each Settling Party acknowledges that no other agreements, representations, warranties, or inducements have been made, and it is not relying upon any other agreements, representations, warranties, or inducements (or the accuracy or completeness thereof), by any Settling Party concerning this Stipulation or its exhibits other than those contained and memorialized in such documents.

40. This Stipulation may be executed in one or more counterparts, including 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.

41. This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of the Settling Parties, including Released Plaintiffs Parties, Released Defendant and Defendant-Related Parties, and Released Playtika-Related Parties, and any corporation, partnership, or other entity into or with which any Settling Party may merge, consolidate or reorganize. The Settling Parties acknowledge and agree, for the avoidance of doubt, that the Released Defendant and Defendant-Related Parties, Released Playtika-Related Parties, and the Released Plaintiffs Parties are intended beneficiaries of this Stipulation and are entitled to enforce the releases contemplated by the Settlement.

42. The construction, interpretation, operation, effect and validity of this Stipulation and all documents necessary to effectuate it shall be governed by the internal laws of the State of Delaware without regard to conflicts of laws.

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

44. This Stipulation shall not be construed more strictly against one Settling 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 Settling Parties, it being recognized that it

is the result of arm's-length negotiations between the Settling Parties and that all Settling Parties have contributed substantially and materially to the preparation of this Stipulation.

45. All counsel and all other persons 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.

46. Counsel to the Settling Parties agree to cooperate fully with one another to obtain (and, if necessary, defend on appeal) all necessary approvals of the Court required of this Stipulation (including, but not limited to, using their best efforts to resolve any objections raised to the Settlement), 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.

47. Plaintiffs and Plaintiffs' Counsel represent and warrant that Plaintiffs are Class Members and that none of Plaintiffs' claims or causes of action referred to in this Stipulation have been assigned, encumbered or otherwise transferred in any manner in whole or in part.

48. If any Settling Party is required to give notice to another Settling 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 email transmission, with confirmation of receipt. Notice shall be provided as follows:

If to Plaintiffs or Plaintiffs' Counsel: LABATON KELLER SUCHAROW LLP
Attn: Ned Weinberger
222 Delaware Avenue, Suite 1510
Wilmington, DE 19801
nweinberger@labaton.com

ANDREWS & SPRINGER LLC
Attn: David M. Sborz
4001 Kennett Pike, Suite 250
Wilmington, DE 19807
dsborz@andrewsspringer.com

If to Defendant Playtika Holding UK II Limited: FENWICK & WEST LLP
Attn: Dean Kristy
555 California Street
San Francisco, CA 94104
dkristy@fenwick.com

Attn: Felix S. Lee
801 California Street
Mountain View, CA 94041
flee@fenwick.com

MORRIS, NICHOLS, ARSHT & TUNNELL
LLP
Attn: Susan W. Waesco
1201 N. Market Street, Suite 1600
Wilmington, DE 19801
swaesco@morrisnichols.com

If to Playtika: LATHAM AND WATKINS LLP
Attn: Andrew R. Gray
650 Town Center Drive, 20th Floor
Costa Mesa, CA 92626
andrew.gray@lw.com

49. Except as otherwise provided herein, Plaintiffs, Defendant and Playtika shall bear their own costs.

50. Whether or not the Settlement is approved by the Court and whether or not the Stipulation is consummated, or the Effective Date occurs, the Settling Parties and their counsel shall use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents signed and proceedings in connection with the Stipulation confidential.

51. All agreements made and orders entered during the course of this Action relating to the confidentiality of information shall survive this Settlement.

52. 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 Settling 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.

[Signatures on Next Page]

LABATON KELLER SUCHAROW LLP

Of Counsel:

John Vielandi
Joshua M. Glasser
Jiahui (Rose) Wang (Bar No. 7127)
LABATON KELLER SUCHAROW
LLP
140 Broadway
New York, NY 10005
(212) 907-0700

/s/ Ned Weinberger

Ned Weinberger (Bar No. 5256)
Mark D. Richardson (Bar No. 6575)
222 Delaware Avenue, Suite 1510
Wilmington, DE 19801
(302) 573-2540
nweinberger@labaton.com
mrichardson@labaton.com

ANDREWS & SPRINGER LLC

Of Counsel:

Jeremy S. Friedman
David F.E. Tejtcl
Alexander M. Krischik (Bar No. 6233)
Lindsay La Marca
FRIEDMAN OSTER
& TEJTEL PLLC
493 Bedford Center Road, Suite 2D
Bedford Hills, NY 10507
(888) 529-1108

/s/ David M. Sborz

Peter B. Andrews (Bar No. 4623)
Craig J. Springer (Bar No. 5529)
David M. Sborz (Bar No. 6203)
Andrew J. Peach (Bar No. 5789)
Jackson E. Warren (Bar No. 6957)
Jacob D. Jeifa (Bar No. 7070)
4001 Kennett Pike, Suite 250
Wilmington, DE 19807
pandrews@andrewsspringer.com
cspringer@andrewsspringer.com
dsborz@andrewsspringer.com
apeach@andrewsspringer.com
jwarren@andrewsspringer.com
jjeifa@andrewsspringer.com

Counsel for Plaintiffs

MORRIS, NICHOLS, ARSHT &
TUNNELL LLP

Of Counsel:

Dean Kristy
FENWICK & WEST LLP
555 California Street
San Francisco, CA 94104

Felix S. Lee
FENWICK & WEST LLP
801 California Street
Mountain View, CA 94041

/s/ Susan W. Waesco

Susan W. Waesco (Bar No. 4476)
1201 N. Market Street, Suite 1600
Wilmington, DE 19801
(302) 658-9200
swaesco@morrisnichols.com

*Counsel for Defendant Playtika Holding
UK II Limited*

POTTER ANDERSON
& CORROON LLP

Of Counsel:

Andrew R. Gray
Ryan A. Walsh
Natasha Pardawala
LATHAM & WATKINS LLP
650 Town Center Drive, 20th Floor
Costa Mesa, CA 92626
(714) 540-1235

/s/ Brian C. Ralston

Brian C. Ralston (Bar No. 3770)
Hercules Plaza – 6th Floor
1313 North Market Street
P.O. Box 951
Wilmington, Delaware 19899
(302) 984-6000
bralston@potteranderson.com

Counsel for Playtika Holding Corp.

Dated: October 7, 2025