

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE LOTTERY.COM, INC.
STOCKHOLDERS LITIGATION

CONSOLIDATED
C.A. No. 2023-0395-MTZ

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

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

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights will be affected by the above-captioned stockholder class action (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”) if you were a public stockholder of Trident Acquisition Corp. (“Trident” or the “Company”) as of the redemption deadline on October 26, 2021 through the closing of the merger between Trident and AutoLotto, Inc. (the “Merger”) on October 29, 2021 (the “Class Period”).¹

NOTICE OF SETTLEMENT: Please also be advised that plaintiffs (i) Edward Knolls, Tim A. Weisheipl, Jared Polisher, and Peter Feurerer (“Plaintiffs”), individually and on behalf of the Class (defined in Paragraph 32 below); and (ii) defendants Marat Rosenberg, Vadim Komissarov, Ilya Ponomarev, Edward S. Verona, and Michael Wilson (collectively, the “Appearing Trident Defendants”) have reached a proposed settlement for \$2,600,000 in cash (the “Settlement Amount”) as set forth in the Stipulation (the “Settlement”). The Settlement, if approved, will resolve all claims in the Action for breaches of fiduciary duties in their various capacities as directors, officers, and controllers of Trident (“Trident Claims”) against the Appearing Trident Defendants, as well as Thomas Gallagher, Gennadii Butkevych, Oleksii Tymofiev, and VK Consulting, Inc. (collectively, with the Appearing Trident Defendants, the “Trident Defendants;” and the Trident Defendants collectively with Plaintiffs, the “Parties,” and each a “Party”). The Settlement will not resolve other claims in the Action brought against Lawrence Anthony DiMatteo III, Matthew Clemenson, Ryan Dickinson, Chardan, B. Riley, or Jacob Bernstein (the “Remaining Defendants”). As such, this Settlement represents a partial compromise of the Action.

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

CLASS MEMBERS’ LEGAL RIGHTS IN THE SETTLEMENT:	
RECEIVE A PAYMENT FROM THE SETTLEMENT. CLASS MEMBERS DO NOT NEED TO SUBMIT A CLAIM FORM.	If you are a member of the Class (defined in Paragraph 32 below), you may be eligible to receive a <i>pro rata</i> distribution from the Settlement proceeds. Eligible Class Members (defined in Paragraph 43 below) do not need to submit a claim form in order to receive a distribution from the Settlement, if

¹ Any capitalized terms used in this Notice that are not otherwise defined in this Notice shall have the meanings given to them in the Stipulation and Agreement of Settlement, Compromise, and Release, dated November 15, 2024 (the “Stipulation”). A copy of the Stipulation is available at www.TridentStockholderSettlement.com.

	approved by the Court. Your distribution from the Settlement will be paid to you directly. <i>See</i> Paragraphs 39-47 below for further discussion.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN April 23, 2025.	If you are a member of the Class and would like to object to the proposed Settlement, the proposed Plan of Allocation, or Class Counsel’s request for a Fee and Expense Award, you may write to the Court and explain the reasons for your objection.
ATTEND A HEARING ON May 7, 2025, AT 1:30 P.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN April 23, 2025.	Filing a written objection and notice of intention to appear that is received by April 23, 2025 allows you to speak in Court, at the discretion of the Court, about your objection. In the Court’s discretion, the May 7, 2025 hearing may be conducted by telephone or videoconference (<i>see</i> Paragraphs 52-54 below). If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.

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WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to notify Class Members of the existence of the Action and the terms of the proposed Settlement. The Notice is also being sent to inform Class Members of a hearing that the Court has scheduled to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation for the Settlement proceeds, and the application by Class Counsel for a Fee and Expense Award in connection with the Settlement (the “Settlement Hearing”). See Paragraphs 52-54 below for details about the Settlement Hearing, including the location, date, and time of the hearing.

2. The Court directed that this Notice be delivered to you because you may be a member of the Class. As a Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how the Action and the proposed Settlement generally affect your legal rights.

Please Note: the Court may approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Class.

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

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

WHAT IS THIS CASE ABOUT?

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

Factual Background

4. On March 17, 2016, Trident, a special purpose acquisition company, was incorporated as a Delaware corporation for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses.

5. On June 1, 2018, Trident commenced its initial public offering (“IPO”), ultimately selling 20.15 million units (“Public Units”) at a price of \$10.00 per Public Unit, generating gross proceeds of \$201.5 million. Each Public Unit consisted of one share of Trident Class A Stock Common Stock (“Trident Stock”) and one whole public warrant (“Public Warrant”). Each Public Warrant entitled the holder thereof to purchase one share of Class A Common Stock at an exercise price of \$11.50 per share.

6. The funds raised from the IPO were placed in a trust account for the benefit of Trident public stockholders, who had the right to redeem all or a portion of their shares of Trident Stock at a per-share price, payable in cash, equal to their *pro rata* share of the aggregate amount on deposit in the trust account upon the occurrence of certain events.

7. On November 26, 2019, May 28, 2020, November 30, 2020, and May 27, 2021, Trident held special meetings with Trident stockholders seeking extensions to the time Trident was required to complete a business combination (the “Extension Meetings”). In connection with each of the Extension Meetings, Trident stockholders were permitted to redeem their Trident Stock, and Trident stockholders collectively redeemed 8,182,395 shares of Trident Stock, reducing the number of shares held in Trident’s trust account to 11,967,605 shares of Trident Stock.

8. On February 17, 2021, Trident entered into a business combination agreement with AutoLotto, pursuant to which Trident would merge with AutoLotto in the Merger (the “Business Combination Agreement”).

9. On October 18, 2021, Trident filed with the United States Securities and Exchange Commission (“SEC”) a definitive Proxy Statement concerning the Merger (such proxy statement together with any preliminary proxy filings, as well as any amendments or supplements thereto, the “Proxy”), which was mailed to Trident stockholders the following day. The Proxy informed stockholders of a special meeting to be held on October 28, 2021 (the “Special Meeting”), at which stockholders would vote whether to approve the Merger and related transactions. The Proxy also informed stockholders that the deadline for them to redeem their shares in connection with the Merger was 5:00 PM Eastern Time (ET) on October 26, 2021.

10. Prior to the Special Meeting, the holders of 20,995 shares of Trident Stock (the “Redeeming Stockholders”) exercised their right to redeem those shares. At the close of the Merger, the total numbers of shares that were not redeemed equaled 11,946,650 shares of Trident Stock.

11. On October 28, 2021, Trident’s stockholders voted to approve the Merger and related transactions.

12. On October 29, 2021, the Merger and related transactions closed (the “Closing”). Following the Merger, Trident was renamed Lottery.com, Inc.

The Start of This Action

13. On April 3, 2023, Plaintiff Tim A. Weisheipl commenced an action against the Trident Defendants and Chardan Capital Markets LLC (“Chardan”), on behalf of himself and similarly situated former Trident stockholders, by filing a Verified Class Action Complaint in the Court of Chancery of the State of Delaware (the “Court”) bearing the caption *Weisheipl v. Rosenberg et al.*, C.A. No. 2023-0395-MTZ (the “*Weisheipl* Action”).

14. On May 11, 2023, Plaintiff Edward Knolls commenced an action against the Trident Defendants, Lawrence Anthony DiMatteo III (“DiMatteo”), Matthew Clemenson (“Clemenson”), Ryan Dickinson (“Dickinson”) (together with DiMatteo and Clemenson, the “AutoLotto Defendants”), and Chardan, on behalf of himself and similarly situated former Trident Stockholders, by filing a Verified Class Action Complaint in the Court bearing the caption *Knolls v. Rosenberg, et al.*, C.A. No. 2023-0518-MTZ (the “*Knolls* Action”).

15. On May 22, 2023, Plaintiffs Jared Polisher and Peter Feuerer commenced an action against (i) the Trident Defendants, (ii) the AutoLotto Defendants, (iii) Mount Wilson Global Fund L.P., (iv) AtidanVentures LLC, and (v) Lake Street Funds, L.P., on behalf of themselves and similarly situated former Trident Stockholders, by filing a Verified Class Action Complaint in the Court bearing the caption *Polisher, et al. v. Rosenberg, et al.*, C.A. No. 2023-0550-MTZ (the “*Polisher* Action”).

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16. On September 22, 2023, the Court entered a Stipulation and Order for Consolidation and Appointment of Co-Lead Plaintiffs and Co-Lead Counsel which: (i) consolidated the Action into C.A. No. 2023-0395-MTZ; (ii) appointed Weisheipl, Knolls, Polisher, and Feurerer as co-lead plaintiffs; (iii) appointed Grant & Eisenhofer P.A. (“G&E”), Scott + Scott Attorneys At Law LLP (“S+S”), and Levi & Korsinsky, LLP (“L&K”) (together with G&E and S+S, “Plaintiffs’ Counsel”) as co-lead counsel; and (iv) directed the filing of a consolidated amended complaint.

17. On October 25, 2023, Plaintiffs filed the Consolidated Stockholder Complaint for Breach of Fiduciary Duty (Trans. ID 71174377), *In re Lottery.com, Inc. Stockholders Litigation*, C.A. No. 2023-0395-MTZ (the “Complaint”). The Complaint alleged: (i) the Trident Claims and (ii) claims against the AutoLotto Defendants and Chardan (collectively with the Trident Defendants, the “Original Defendants”) for aiding and abetting the Trident Defendants’ breaches of their duties. Specifically, the Trident Claims alleged that the Trident Defendants breached their fiduciary duties of loyalty and candor by conducting an unduly rushed sales process, entering into an unfair Merger, and impairing stockholders’ redemption rights by providing materially false and misleading information in the Proxy and omitting from the Proxy information that was highly material to public stockholders’ decision whether to redeem their shares or invest in the Merger. In support of the Trident Claims, Plaintiffs alleged in the Complaint that the Proxy: (i) omitted Trident’s net cash per share amount as of the time of the Merger; (ii) disclosed materially misleading financial projections; and (iii) omitted material information concerning the purported illegality of certain of Lottery.com’s operations. Plaintiffs also alleged in the Complaint that the AutoLotto Defendants aided and abetted the Trident Defendants’ breaches of fiduciary duty by, among other things, providing Trident with overstated projections and unreliable historic financial statements. Plaintiffs further alleged in the Complaint that the AutoLotto Defendants and Chardan participated in certain breaches of the Trident Defendants’ fiduciary duty related to specific disclosures Plaintiffs claimed to be materially misleading. The Complaint also alleged that all Defendants were unjustly enriched in connection with the foregoing purported actions and omissions.

The Mediation

18. Shortly thereafter, the parties to the litigation agreed to pursue a mediation of the Action (the “Mediation”) and suspend and stay all outstanding deadlines in the Action. On December 11, 2023, the parties to the Action filed a Stipulation and [Proposed Order] for Interim Stay of Action, which the Court granted on December 11, 2023 (the “Interim Stay”).

19. In advance of the Mediation, certain Defendants produced to Plaintiffs, pursuant to Delaware Rule of Evidence 408, 14,583 pages of documents in response to targeted requests Plaintiffs had made for materials concerning the Merger (collectively, the “Pre-Mediation Discovery”) to allow Plaintiffs to conduct a more meaningful assessment of the strength of the claims asserted in the Action before the Mediation.

20. On March 22, 2024, all parties to the Action participated in a full-day Mediation session before David M. Murphy, Esq., of Phillips ADR Enterprises (the “Mediator”).

21. The first Mediation session concluded without a settlement having been reached. Following the first Mediation session, all parties to the Consolidated Action, with the assistance of the Mediator, continued their arm’s-length negotiations.

22. On April 23, 2024, all parties to the Consolidated Action held an additional Mediation session, during which Plaintiffs’ Counsel made an extensive presentation regarding facts learned through Pre-Mediation Discovery, which Plaintiffs contended supported the value of their claims against all Defendants.

23. On June 6, 2024, following additional arm's-length negotiations and a double-blind Mediator's proposal to resolve only the Trident Claims, the Parties reached an agreement in principle on the general terms of a settlement of the Trident Claims.

24. After the Parties reached an agreement in principle, the Parties conducted extensive negotiations concerning the details of the Settlement. Specifically, Plaintiffs secured the Appearing Trident Defendants' agreement to reproduce the Pre-Mediation Discovery for use in the Action, as well as to produce to Plaintiffs all non-privileged documents that any of the Appearing Trident Defendants had produced or provided to any regulatory authority in connection with any investigation concerning AutoLotto. Plaintiffs also secured an agreement regarding Appearing Trident Defendants Komissarov's and Rosenberg's continued participation in certain aspects of the discovery process in the Action, notwithstanding the Settlement.

25. On July 31, 2024, the Parties entered into the Settlement Term Sheet that reflected the parties' agreement to settle the Trident Claims, subject to certain terms and conditions, including the preparation and execution of this Stipulation.

26. On October 2, 2024, Plaintiffs filed a motion requesting that the Court lift the Interim Stay.

27. On October 4, 2024, the Court lifted the Interim Stay.

28. On October 8, 2024, Plaintiffs served a subpoena on Lottery.com, seeking production of Lottery.com's "Stock Ledger," and a list of all holders of Trident Stock, including names, addresses, and the number of shares registered in the name of each holder of Trident Stock as set forth in Lottery.com's Stock Ledger: (i) as of the date of the Merger; (ii) as of the Redemption Deadline; and (iii) who redeemed their Trident Stock prior to the Redemption Deadline.

The Amended Consolidated Complaint

29. On October 16, 2024, Plaintiffs filed the Consolidated Amended Stockholder Complaint for Breach of Fiduciary Duty (the "Amended Consolidated Complaint"), that included the claims against the Original Defendants, including the Trident Claims described above, while adding aiding and abetting claims against B. Riley Securities, Inc. ("B. Riley") and Jacob Bernstein ("Bernstein"), a former executive of AutoLotto (collectively, with the claims against the AutoLotto Defendants and Chardan, the "Aiding and Abetting Claims"). As compared to the Consolidated Complaint, the Amended Consolidated Complaint includes additional allegations informed by Pre-Mediation Discovery and additional discovery materials produced by the Trident Defendants pursuant to the Settlement Term Sheet. The Amended Consolidated Complaint alleges that the AutoLotto Defendants (including Bernstein), Chardan, and B. Riley, together with certain of the Trident Defendants, worked to overvalue AutoLotto in the merger, including through changes made to the projections provided to Trident Stockholders before and after the execution of the Business Combination Agreement. The Amended Consolidated Complaint further alleges that the AutoLotto Defendants knew that AutoLotto was engaged in unlawful practices and knowingly participated in the failure to disclose this information to Trident stockholders. The Amended Consolidated Complaint also brings unjust enrichment claims against B. Riley and Bernstein, in addition to all other Defendants. The Amended Consolidated Complaint seeks: (1) monetary damages for the Class in an amount that may be proven at trial; (2) rescission of the merger or rescissory damages; (3) disgorgement of any unjust enrichment to the benefit of the Class, including disgorgement of any fees, profits, or monies earned by B. Riley and/or Chardan in connection with their work for Trident; (4) pre-judgment and post-judgment interest on any damages award; (5) the reimbursement of Plaintiffs' reasonable attorneys' and experts' witness fees and other costs; and (6) any other relief that the Court deems just and equitable.

The Stipulation of Settlement and Court's Scheduling Order

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30. On November 15, 2024, the Parties entered into the Stipulation.

31. On March 6, 2025, the Court entered a Scheduling Order directing that this Notice of the Settlement be provided to potential Class Members, and scheduling the Settlement Hearing to, among other things, consider whether to grant final approval of the Settlement.

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

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

All record and beneficial holders of Trident Common Stock who held such stock as of the redemption deadline on October 26, 2021 (the “Redemption Date”), through the Closing of the Merger on October 29, 2021 (the “Class Period”), and their respective successors in interest and assigns, but excluding (a) all defendants in the Consolidated Action; (b) members of the immediate family of any individual defendant in the Consolidated Action; (c) any person who was a manager or managing member of any defendant during the Class Period and any members of their immediate family; (d) any parent, subsidiary, or affiliate of any defendant; (e) any entity in which any defendant or any other excluded person or entity has, or had during the Class Period, a controlling interest; and (f) the legal representatives, agents, affiliates, heirs, estates, successors, or assigns of any such excluded party.

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

WHAT ARE THE TERMS OF THE SETTLEMENT?

33. In consideration of the settlement of Released Plaintiffs’ Claims (defined in Paragraph 48 below) against Released Trident Defendant Parties (defined in Paragraph 48 below), the Trident Defendants shall cause one or more of their Insurance Carriers to pay the Settlement Amount (i.e., \$2,600,000.00) into an interest-bearing escrow account for the benefit of the Class in accordance with the Stipulation. *See* Paragraphs 39-42 below for details about the distribution of the Settlement proceeds to Eligible Class Members.

34. The Settlement will resolve only the Trident Claims against the Trident Defendants, but will not resolve any other claims in the Action, including the Aiding and Abetting claims against the Remaining Defendants, who are not parties to the Settlement or Stipulation. Defendants Vadim Komissarov and Marat Rosenberg further have agreed to certain ongoing discovery obligations (the “Ongoing Participation”) in connection with the Action.

WHAT ARE THE PARTIES’ REASONS FOR THE SETTLEMENT?

35. Based upon their investigation and prosecution of the Action, Plaintiffs and Plaintiffs’ Counsel believe that the Trident Claims asserted have merit, but also believe that the Settlement set forth herein provides substantial and immediate benefits for the Class, including the \$2,600,000 Settlement payment. In addition to these substantial benefits, Plaintiffs and Plaintiffs’ Counsel have considered: (i) the attendant risks of continued

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litigation and the uncertainty of the outcome of the Trident Claims; (ii) the limited financial resources of certain of the Defendants and the limited insurance coverage available to the Trident Defendants, as well as Plaintiffs' ability to collect any judgment from the Trident Defendants, given the location of their assets and the potential that the costs of defending and/or paying a judgment in other litigation could exhaust available insurance coverage or their recoverable resources; (iii) the probability of success on the merits of the claims against the Trident Defendants, including the inherent problems of proof associated with, and possible defenses to, Plaintiffs' claims against the Trident Defendants; (iv) the availability and strength of Plaintiffs' claims and potential claims against the Remaining Defendants and other potential defendants; (v) the desirability of permitting the Settlement to be consummated according to its terms; (vi) the expense and length of continued proceedings necessary to prosecute the claims against the Trident Defendants through trial and appeals; (vii) a proposal by a neutral mediator to resolve the Trident Claims on the monetary terms set forth herein; and (viii) the conclusion of Plaintiffs and Plaintiffs' Counsel that the terms and conditions of the Settlement and this Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the claims against the Trident Defendants asserted in the Consolidated Action on the terms set forth herein.

36. Based on Plaintiffs' Counsel's thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiffs' Counsel believes that the Settlement set forth in this Stipulation is fair, reasonable, and adequate and confers substantial benefits upon the Class. Based upon their direct oversight of the prosecution of the Trident Claims in this Action, as well as evaluation and input from Plaintiffs' Counsel, Plaintiffs have determined that the Settlement is in the best interests of the Class and have agreed to the terms and conditions set forth in this Stipulation.

37. Defendants deny any and all allegations of fault, liability, wrongdoing, or damages with respect to the Released Plaintiffs' Claims (defined in Paragraph 48 below) including, but not limited to, any allegation that the Trident Defendants (or any of them) committed any violation of law or breach of any duty to Trident or Lottery.com stockholders, that the Merger was not entirely fair and in the best interest of such stockholders, that the Trident Defendants (or any of them) acted improperly in any way, or that the Trident Defendants (or any of them) have any liability or owe any damages of any kind to Plaintiffs, the Settlement Class, and/or the stockholders of Trident or Lottery.com. Defendants maintain that the Trident Defendants' conduct was at all times proper and in compliance with applicable law.

38. Nevertheless, Defendants have determined to enter into the Settlement on the terms and conditions set forth in this Stipulation solely to put Released Plaintiffs' Claims to rest, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages. For the avoidance of doubt, nothing in this Stipulation or the Settlement shall be construed as an admission by Trident Defendants of any wrongdoing, fault, liability, or damages whatsoever.

<p>HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENT BE? HOW WILL I RECEIVE MY PAYMENT?</p>
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39. Please Note: If you are eligible to receive a payment from the Net Settlement Fund, you do not have to submit a claim form in order to receive your payment.

40. As stated above, the Settlement Amount will be deposited into an interest-bearing escrow account for the benefit of the Class. If the Settlement is approved by the Court and the Effective Date of the Settlement occurs, the Net Settlement Fund (that is, the Settlement Amount plus any interest accrued thereon after its deposit in the Escrow Account less (i) any Taxes or Tax Expenses, (ii) any Administration Costs or Notice Costs, (iii) any Fee and Expense Award awarded by the Court, and (iv) any other costs or fees approved by the Court) will

be distributed in accordance with the proposed Plan of Allocation stated below or such other plan of allocation as the Court may approve.

41. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

42. The Court may approve the Plan of Allocation as proposed or it may modify the Plan of Allocation without further notice to the Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the Settlement website, www.TridentStockholderSettlement.com.

PROPOSED PLAN OF ALLOCATION

43. The Net Settlement Fund will be distributed to Eligible Class Members on a *pro rata* basis per Eligible Share held by the Eligible Class Members. “Eligible Class Members” means those Class Members (defined in Paragraph 32 above) who held Eligible Shares (defined in Paragraph 44 below), *i.e.*, holders of Trident Common Stock who had the right to but did not exercise their redemption rights in connection with the Merger.

44. “Eligible Shares” means shares of Trident Stock held by Class Members immediately after the Redemption Deadline (October 26, 2021 at 5:00 pm ET) through the Closing of the Merger (October 29, 2021).

45. Excluded Persons (as defined in Paragraph 32) shall not have any right to receive any part of the Settlement Fund for their own account(s) (*i.e.*, accounts in which they hold a proprietary interest), or any additional amount based on any claim relating to the fact that Settlement proceeds are being received by any other stockholder, in each case under any theory, including, but not limited to, contract, application of statutory or judicial law, or equity.

46. Each Eligible Class Member will be eligible to receive a *pro rata* payment from the Net Settlement Fund equal to the product of (a) the Net Settlement Fund; and (b) a fraction, the numerator of which is the number of Eligible Shares held by the Eligible Class Member, and the denominator of which is a number representing the total number of Eligible Shares (“Cash Payment”).

47. Subject to Court approval in the Class Distribution Order,² Plaintiff’s Counsel will direct the Settlement Administrator to conduct the distribution of the Net Settlement Fund to Eligible Class Members as follows:

(i) The Settlement Administrator will cause that portion of the Net Settlement Fund to be allocated to Eligible Class Members who held their Eligible Shares through DTC Participants to be paid to the DTC Participants, subject to payment suppression instructions with respect to shares held by Excluded Persons and all other shares ineligible for recovery from the Settlement. The DTC Participants and their respective customers, including any intermediaries, shall then ensure *pro rata* payment to each Eligible Class Member based on the number of Eligible Shares beneficially owned by such Eligible Class Member. Consistent with this method of distribution, if your Eligible Shares were held in “street name” in a brokerage account, your broker will be responsible for depositing your Settlement payment into that same brokerage account.

² “Class Distribution Order” means an order entered by the Court authorizing the specific distribution of the Net Settlement Fund.

(ii) In the event that any payment from the Net Settlement Fund is undeliverable or in the event a check is not cashed by the stale date (*i.e.*, more than six months from the check's issue date), the following procedures shall govern:

(a) For settlement funds distributed by a Custodian, the Custodian shall follow its respective policies with respect to further attempted distribution or escheatment;

(b) For settlement funds distributed to Eligible Class Members directly by the Settlement Administrator, or for any funds returned by a Custodian to the Settlement Administrator, the Settlement Administrator shall use reasonable efforts to locate the Eligible Class Members and reattempt distribution.

(c) If after completion of such follow-up efforts, \$50,000 or more remains in the Net Settlement Fund, the Settlement Administrator shall conduct *pro rata* re-distributions of the remaining funds until the remaining balance is under \$50,000. At such time as the remaining balance is less than \$50,000, the remaining funds shall be distributed to the Combined Campaign for Justice, P.O. Box 2113, Wilmington, DE 19899, a 501(c)(3) charitable organization.

<p>WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED? WHAT CLAIMS WILL THE SETTLEMENT RELEASE?</p>

48. If the Settlement is approved, the Court will enter an Order and Final Judgment (the "Order and Final Judgment") on the Trident Claims. The Court will not enter any orders or judgments with respect to the disposition of the Aiding and Abetting Claims asserted against the Remaining Defendants, which will not be dismissed pursuant to this Settlement. Any damages award the Court may later enter with respect to the Aiding and Abetting claims, however, may be reduced in consideration of the comparative fault or liability of all Defendants, including the Trident Defendants. Pursuant to the Order and Final Judgment, the Trident Claims asserted against Trident Defendants in the Action will be dismissed with prejudice and the following releases will occur:

Release of Claims by Plaintiffs and the Class:

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

"Released Plaintiff Parties" means Plaintiffs, all other Class Members, and Plaintiffs' Counsel, as well as their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under or through, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only.

"Released Trident Defendant Parties" means the Trident Defendants as well as each of their respective current and former parents, affiliates, subsidiaries, committees, insurers, reinsurers, attorneys, heirs, executors, administrators, trustees, estates, employees, officers, directors, predecessors, predecessors-in-interest, successors, successors-in-interest, immediate family members, beneficiaries, assigns, and any entity under their control.

“Released Plaintiffs’ 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, contingent or absolute, mature or not mature, liquidated or unliquidated, accrued or not accrued, concealed or hidden, direct or indirect, legal or equitable, and whether arising under federal, state, or foreign law that are, have been, could have been, could now be, or in the future could, can, or might be asserted in the Consolidated Action or in any other court, tribunal, or proceeding by Plaintiffs or any other member of the Class, individually, or as a member of the Class directly (in their capacities as former Trident stockholders) against any of the Released Trident Defendant Parties that (i) arise out of or relate to the ownership of Trident common stock (from October 26, 2021 through October 29, 2021), including the claims asserted in the Complaint, or (ii) arise out of or relate to the allegations, transactions, facts, matters, representations, or omissions involved, set forth, or referred to in the Complaint, with the exception of claims that have been asserted in the action pending in the United States District Court for the Southern District of New York captioned *In re Lottery.com Securities Litigation*, No. 1:22-cv-07111-JLR (S.D.N.Y.). For the avoidance of doubt, the Released Plaintiffs’ Claims shall not include any claims against any of the Remaining Defendants.

“Unknown Claims” means (i) any Released Plaintiffs’ Claims that Plaintiffs or any other Class Member does not know or suspect to exist in their favor at the time of the release of Released Trident Defendant Parties, and (ii) any Released Appearing Trident Defendants’ Claims that any Trident Defendant or the Company does not know or suspect to exist in their favor at the time of the release of Released Plaintiff Parties, including, without limitation, those which, if known, might have affected the decision to enter into the Settlement or to object or not to object to the Settlement. With respect to the Released Claims, the Parties stipulate and agree that, upon the occurrence of the Effective Date, the Parties shall waive expressly, and by operation of the Order and Final Judgment, each Class Member shall be deemed to have, and shall have, expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state of the United States or territory of the United States, or principle of common law, that is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

The Parties acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of the Parties, and Class Members (by operation of law), to completely, fully, finally, and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. The Parties acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of “Released Plaintiffs’ Claims” and “Released Appearing Trident Defendants’ Claims” was separately bargained for and was a material element of the Settlement and was relied upon by each and all of the Parties in entering into the Stipulation.

(i) **Release of Claims by Defendants:** Upon the Effective Date, Defendants shall have fully, finally, and forever released, settled, and discharged Released Plaintiff Parties from and with respect to every one of Released Appearing Trident Defendants’ Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of the Released Appearing Trident Defendants’ Claims against any of Released Plaintiff Parties.

“Released Appearing Trident Defendants’ Claims” means any and all claims, liabilities, sanctions, and causes of action of every nature and description, whether known or unknown, whether arising under state, federal, common, local, statutory, regulatory, foreign, or other law or rule that arise out of or relate to the institution, prosecution, or settlement of the claims asserted in the Consolidated Action. For the avoidance of doubt, the Released Appearing Trident Defendants’ Claims shall not include claims brought or sanctions sought by the Trident Defendants in the matter of *In re Lottery.com Securities Litigation*, No. 1:22-cv-07111-JLR (S.D.N.Y.) and shall not include the right to enforce this Stipulation or the Settlement.

49. By Order of the Court, all proceedings in the Action against the Trident Defendants, except for those related to the Settlement, have been stayed, and Plaintiffs and all other Class Members, and anyone acting or purporting to act on behalf of, in the stead of, or derivatively for, any Class Member, are barred and enjoined from commencing, pursuing, prosecuting, instigating, maintaining, or in any way participating in the commencement, pursuit, continuation, or prosecution of any action asserting any of the Plaintiffs’ Released Claims against any of Released Trident Defendant Parties pending final determination of whether the Settlement should be approved.

HOW WILL CLASS COUNSEL BE PAID?

50. Plaintiffs’ Counsel have not received any payment for their services in pursuing claims in the Action on behalf of the Class, nor have Plaintiffs’ Counsel been paid for their litigation expenses incurred in connection with the Action. Before final approval of the Settlement, Plaintiffs’ Counsel will apply to the Court for an award of fees and expenses to be paid from the Settlement Fund and approved by the Court in accordance with the Settlement, in full satisfaction of any and all claims for attorneys’ fees or expenses that have been, could be, or could have been asserted by Plaintiffs’ Counsel or any other counsel for any Class Member (the “Fee and Expense Award”). Plaintiffs’ Counsel will seek a Fee and Expense Award consisting of attorneys’ fees in an amount not to exceed \$390,000, inclusive of litigation expenses. The Court will determine the amount of the Fee and Expense Award. The Fee and Expense Award will be paid solely from (and out of) the Settlement Fund in accordance with the terms of the Stipulation. Class Members are not personally liable for any such fees or expenses.

WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD?
DO I HAVE TO COME TO THE HEARING?
MAY I SPEAK AT THE HEARING IF I DO NOT LIKE THE SETTLEMENT?

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

52. Please Note: The date and time of the Settlement Hearing may change without further written notice to Class Members. In addition, the Court may decide to conduct the Settlement Hearing remotely by telephone or videoconference, or otherwise allow Class Members to appear at the hearing remotely by phone or video, without further written notice to Class Members. **In order to determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate remotely by phone or video, it is important that you monitor the Court’s docket and the Settlement website, www.TridentStockholderSettlement.com, before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing, or updates regarding in-person or remote appearances at the hearing, will be posted to the Settlement website,**

Questions? Call 1-866-217-4245 or visit www.TridentStockholderSettlement.com

www.TridentStockholderSettlement.com. Also, if the Court requires or allows Class Members to participate in the Settlement Hearing remotely by telephone or videoconference, the information needed to access the conference will be posted to the Settlement website, **www.TridentStockholderSettlement.com**.

53. The Settlement Hearing will be held on **May 7, 2025, at 1:30 p.m.**, before The Honorable Morgan T. Zurn, Vice Chancellor, either in person at the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware, 19801, or remotely by telephone or videoconference (in the discretion of the Court), to, among other things: (i) determine whether to finally certify the Class for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (ii) determine whether Plaintiffs and Plaintiffs' Counsel have adequately represented the Class, and whether Plaintiffs should be finally appointed as Class representatives for the Class and Plaintiffs' Counsel should be finally appointed as Class counsel for the Class; (iii) determine whether the proposed Settlement should be approved as fair, reasonable, and adequate to the Class and in the best interests of the Class; (iv) determine whether the Trident Claims in the Action should be dismissed with prejudice and the Releases provided under the Stipulation should be granted; (v) determine whether the Order and Final Judgment approving the Settlement should be entered; (vi) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vii) determine whether and in what amount any Fee and Expense Award should be paid to Plaintiffs' Counsel out of the Settlement Fund; (viii) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or Plaintiffs' Counsel's application for a Fee and Expense Award; and (ix) consider any other matters that may properly be brought before the Court in connection with the Settlement.

54. Any Class Member may file a written objection to the Settlement, the proposed Plan of Allocation, and/or Plaintiffs' Counsel's application for the Fee and Expense Award (an "Objector"); provided, however, that no Objector shall be heard or entitled to object unless **on or before April 23, 2025**, such person (1) files their written objection, together with copies of all other papers and briefs supporting the objection specified in Paragraph 55 below, with the Register in Chancery at the address set forth below; (2) serves such papers (electronically by File & ServeXpress, by hand, by First Class U.S. Mail, or by express service) on Plaintiffs' Counsel and Defendants' Counsel at the addresses set forth below; and (3) emails a copy of the written objection to the below email addresses for Plaintiffs' Counsel and Defendants' Counsel.

REGISTER IN CHANCERY
Register in Chancery Court of Chancery of the State of Delaware Leonard L. Williams Justice Center 500 North King Street Wilmington, DE, 19801
PLAINTIFFS' COUNSEL
Christine M. Mackintosh, Esquire GRANT & EISENHOFER P.A. 123 Justison Street Wilmington, DE 19801 cmackintosh@gelaw.com
DEFENDANTS' COUNSEL
Berton W. Ashman, Jr., Esquire POTTER ANDERSON & CORROON LLP

Questions? Call 1-866-217-4245 or visit www.TridentStockholderSettlement.com

1313 North Market Street, 6th Floor
Wilmington, DE 19801
bashman@potteranderson.com

55. Any objections must: (i) identify the name, address, and telephone number of the objector and, if represented, their counsel, (ii) provide proof of membership in the Class, (iii) contain a written statement of such person's objections to any matter before the Court, (iv) set forth the grounds for such objections and any reasons for such person's desiring to appear and be heard, and (v) attach or include all documents and writings such person desires the Court to consider. Documentation establishing that an Objector is a member of the Class may consist of copies of monthly brokerage account statements or an authorized statement from the Objector's broker containing the transactional and holding information found in an account statement. Plaintiffs' Counsel may request that the Objector submit additional information or documentation sufficient to prove that the objector is a Class Member.

56. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

57. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Plaintiffs' Counsel and Defendants' Counsel at the mailing and email addresses set forth in Paragraph 54 above so that the notice is **received on or before April 23, 2025**.

58. The Settlement Hearing may be adjourned by the Court without further written notice to Class Members. If you intend to attend the Settlement Hearing, you should confirm the date and time with Plaintiff's Counsel or the Settlement Administrator.

59. **Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection (including the right to appeal) and shall be forever foreclosed from making any objection to the Settlement, the proposed Plan of Allocation, Plaintiffs' Counsel's application for the Fee and Expense Award, or any other matter related to the Settlement or the Action, and will otherwise be bound by the Order and Final Judgment to be entered and the releases to be given. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.**

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

60. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware, 19801. Additionally, copies of the Stipulation, the Complaint, and any related orders entered by the Court will be posted on the Settlement website, www.TridentStockholderSettlement.com. If you have questions regarding the Settlement, you may contact the Settlement Administrator: Trident Stockholders Litigation, c/o A.B. Data, Ltd., PO Box 170500, Milwaukee, WI 53217, 866-217-4245,

info@TridentStockholderSettlement.com; or Plaintiffs' Counsel: Christine M. Mackintosh, Esq., Grant & Eisenhofer P.A., 123 Justison Street, Wilmington, DE 19801, (302) 622-7000, cmackintosh@gelaw.com.

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

61. If you are a broker or other nominee that held Trident common stock at any time during the Class Period for the beneficial interest of persons or entities other than yourself, you are requested, within seven (7) calendar days of receipt of this Notice, to either: (i) request from the Settlement Administrator sufficient copies of this Notice to forward to all such beneficial owners, and within seven (7) calendar days of receipt of those Notices forward them to all such beneficial owners; or (ii) provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to the Settlement Administrator at: Trident Stockholders Litigation, c/o A.B. Data, Ltd., 600 A.B. Data Drive, Milwaukee, WI 53217. If you choose the second option, the Settlement Administrator will send a copy of the Notice to the beneficial owners.

62. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought. A copy of this Notice may also be obtained from the Settlement website, www.TridentStockholderSettlement.com, by calling the Settlement Administrator at 414-961-6400, or by emailing the Settlement Administrator at info@abdata.com.

DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE REGISTER IN CHANCERY REGARDING THIS NOTICE.

BY ORDER OF THE COURT OF CHANCERY OF THE STATE
OF
DELAWARE:

Dated: March 20, 2025