



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE LOTTERY.COM, INC.
STOCKHOLDERS LITIGATION

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

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

This Stipulation and Agreement of Settlement, Compromise, and Release, dated November 15, 2024 (with the Exhibits hereto, the “Stipulation,” and the settlement contemplated hereby, the “Settlement”), regarding the claims (the “Trident Claims”) against the Trident Defendants (as defined below) in the above-captioned consolidated stockholder class action (the “Consolidated Action”), is entered into by and among the following parties: (i) Plaintiffs Edward Knolls, Tim A. Weisheipl, Jared Polisher, and Peter Feurerer (“Plaintiffs”), on behalf of themselves and the Class (as defined herein); and (ii) Defendants Marat Rosenberg (“Rosenberg”), Vadim Komissarov (“Komissarov”), Ilya Ponomarev (“Ponomarev”), Edward S. Verona (“Verona”), and Michael Wilson (“Wilson”) (collectively, the “Appearing Trident Defendants”).

The parties hereto submit this Stipulation 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: (i) to be in full and final disposition of the Trident Claims; (ii) to state all of the terms of the Settlement and

the resolution of the Trident Claims; and (iii) to fully, finally, and forever compromise, resolve, discharge and settle the Trident Claims.¹

RECITALS

WHEREAS:

Summary of the Consolidated Action

A. On March 17, 2016, Trident Acquisition Corp. (“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.

B. On June 1, 2018, Trident consummated its initial public offering (“**IPO**”) of 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 (“**Class A Stock Common 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.

¹ Capitalized terms have the meanings set forth in the “Definitions” section below or as otherwise defined in this Stipulation.

C. 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 Class A Common 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.

D. 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 shares, 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 Class A Common Stock.

E. On February 17, 2021, Trident entered into a business combination agreement with AutoLotto, Inc. (“**AutoLotto**”), pursuant to which Trident would merge with AutoLotto (the “**Merger**”).

F. 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 (the “**Redemption Deadline**”).

G. Prior to the Special Meeting, the holders of 20,995 shares of Trident Class A Common Stock (the “**Redeeming Stockholders**”) exercised their right to redeem those shares, and, concurrent with the consummation of the Merger, the Redeeming Stockholders received approximately \$229,248. At the close of the Merger, the total numbers of shares that were not redeemed equaled 11,946,650 shares of Trident Class A Common Stock.

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

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

J. On April 3, 2023, Plaintiff Tim A. Weisheipl commenced an action against the Appearing Trident Defendants, Thomas Gallagher, Gennadii Butkevych, Oleksii Tymofiev, and VK Consulting, Inc. (collectively, the “**Non-Appearing Trident Defendants**”) and, together with the Appearing Trident Defendants, 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**”).

K. 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**”).

L. 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 Fund, 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**” and, together with the *Weisheipl* Action and the *Knolls* Action, the “**Actions**”).

M. On September 22, 2023, the Court entered a Stipulation and Order for Consolidation and Appointment of Co-Lead Plaintiffs and Co-Lead Counsel (Trans. ID 70928291) which: (i) consolidated the Actions into Civil Action No. 2023-0395-MTZ (“**Consolidated Action**”); (ii) appointed Weisheipl, Knolls, Polisher, and Feurerer as co-lead plaintiffs in the Consolidated Action; (iii) appointed Grant & Eisenhofer P.A. (“**G&E**”), Scott + Scott Attorneys At Law LLC (“**S+S**”), and Levi & Korsinsky, LLP (“**L&K**”) (together with G&E and S+S, “**Plaintiffs’ Counsel**”) as co-lead counsel in the Consolidated Action; and (iv) directed the filing of a consolidated amended complaint.

N. 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) claims against the Trident Defendants for breaches of fiduciary duties in their various capacities as directors, officers, and controllers of Trident (the “**Trident Claims**”) and (ii) claims against the AutoLotto Defendants and Chardan (together, the “**Remaining Defendants**” and, collectively with the Trident Defendants, “**Defendants**”) for aiding and abetting the Trident Defendants’ breaches of their duties (the “**Aiding and Abetting Claims**”).

O. On November 21, 2023, Plaintiffs served their First Requests for Productions of Documents on the Defendants.

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

Q. In advance of the Mediation, the Appearing Trident Defendants produced to Plaintiff, 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 Consolidated Action before the Mediation.

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

S. 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.

T. 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.

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

V. After the Settling Parties reached an agreement in principle, the Settling 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 litigation against the Remaining Defendants, who had not yet responded to the Consolidated Complaint, 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 (the "**Regulatory Documents**") within 2 business days of the execution of a the Settlement Term Sheet. Plaintiffs also secured an agreement regarding Defendants Komissarov's and Rosenberg's continued participation in certain aspects of the discovery process in the Consolidated Action, notwithstanding the Settlement. Plaintiffs further

negotiated for the express carve-out of federal securities claims pending against certain of the Trident Defendants, which claims are not a part of the Settlement.

W. On July 31, 2024, the Settling Parties entered into a confidential term sheet (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.

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

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

Z. 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.

AA. On October 16, 2024, Plaintiffs filed the Consolidated Amended Stockholder Complaint for Breach of Fiduciary Duty (the “Amended Consolidated Complaint”), that included claims against the Remaining Defendants, B. Riley Securities, Inc. (“B. Riley”), and Jacob Bernstein (“Bernstein”) (with B. Riley, the “Additional Defendants”).

BB. This Stipulation (together with the Exhibits hereto) has been duly executed by the undersigned signatories on behalf of their respective clients, supersedes the Settlement Term Sheet, and reflects the final and binding agreement between the Settling Parties.

Plaintiffs' Claims and the Benefits of the Settlement

CC. Based upon their investigation and prosecution of the Consolidated Action, Plaintiffs and Plaintiffs' Counsel believe that the claims asserted against the Trident Defendants have substantial merit, but Plaintiffs and Plaintiffs' Counsel also believe that the Settlement set forth herein provides substantial and immediate benefits for the Class, including the Settlement Fund (defined below) and immediate ability to use the Pre-Mediation Discovery and the Regulatory Documents, which will assist Plaintiffs' prosecution of their claims against the Remaining Defendants, the Additional Defendants, and any other potential parties not subject to the Settlement. In addition to these substantial benefits, Plaintiffs and Plaintiffs' Counsel have considered: (i) the attendant risks of continued 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, the Additional 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) the Mediator's proposal 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. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Plaintiffs of any infirmity in the claims against Trident Defendants.

DD. 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.

The Appearing Trident Defendants' Denial of Wrongdoing and Liability

EE. The Appearing Trident Defendants deny any and all allegations of fault, liability, wrongdoing, or damages with respect to the Released Plaintiffs' Claims (as defined 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. The Appearing Trident Defendants maintain that the Trident Defendants' conduct was at all times proper and in compliance with applicable law. The Appearing Trident Defendants further deny that the stockholders of Trident or Lottery.com were harmed by any conduct of the Trident Defendants that was alleged, or that could have been alleged in the Consolidated Action. Each of the Appearing Trident Defendants maintains that, at all relevant times, the Trident Defendants (and each of them) acted in good faith and

in a manner justifiably believed to be in the best interests of Trident and its stockholders. The Appearing Trident Defendants make no admission of liability or any form of wrongdoing whatsoever, on behalf of themselves or any other Trident Defendant. Neither the Settlement Term Sheet, the Stipulation, the Settlement, or the negotiations leading to execution of the Settlement Term Sheet or the Stipulation nor any proceedings taken pursuant to or in connection with the Settlement Term Sheet or the Stipulation and/or approval of the Settlement shall be offered against any Appearing Trident Defendant or any of the other Released Trident Defendant Parties as evidence of any presumption, admission, or concession by any Appearing Trident Defendant or any other of the Released Trident Defendant Parties of any fault, liability, or wrongdoing of any kind or of any damages whatsoever.

FF. Nevertheless, the Appearing Trident 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 the Appearing Trident Defendants of any wrongdoing, fault, liability, or damages whatsoever.

GG. The Settling Parties recognize that the Consolidated Action has been filed and prosecuted by Plaintiffs in good faith and defended by the Appearing

Trident Defendants in good faith, and further that the Settlement Payment, 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.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, subject to the approval of the Court pursuant to Court of Chancery Rule 23, that the Trident Claims shall be fully and finally compromised, settled, and dismissed with prejudice, and that (i) all Released Plaintiffs' Claims shall be completely, fully, finally, and forever compromised, settled, released, discharged, extinguished, and dismissed with prejudice and without costs (except as provided herein) as against all Released Trident Defendant Parties (as defined below), and (ii) all Released Trident Defendants' Claims (as defined below) shall be completely, fully, finally, and forever compromised, settled, released, discharged, extinguished, and dismissed with prejudice and without costs (except as provided herein) as against all Released Plaintiff Parties (as defined below), upon and subject to the following terms and conditions of the Settlement:

A. Definitions

1. In addition to the terms defined elsewhere in this Stipulation, following capitalized terms, used in this Stipulation and its Exhibits, shall have the meanings specified below:

- a. “Additional Defendants” means B. Riley and Bernstein.
- b. “Administration Costs” means all costs, fees, and expenses associated with the administration or disbursement of the Settlement Fund, including, without limitation, processing claims made by Eligible Class Members, calculating payments to Eligible Class Members or resolving any dispute relating thereto, or any other cost, fee, or expense otherwise incurred by the Settlement Administrator or Plaintiffs’ Counsel in administering or carrying out the terms of the Settlement.
- c. “Class” means a non-opt-out class for settlement purposes only, and pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), consisting of all record and beneficial holders of Trident common stock who held such stock as of the redemption deadline on October 26, 2021 through the Closing of the Merger on October 29, 2021, together with their respective successors-in-interest and assigns, but excluding the Excluded Persons.
- d. “Class Distribution Order” means an order authorizing the specific distribution of the Net Settlement Fund.
- e. “Class Member” means a Person who is a member of the Class.
- f. “Class Period” means the close of the market on October 26, 2021 (the “Redemption Date”) through the close of the Merger on October 29, 2021.

g. “Custodian” means a broker-dealer, bank, sub-custodian or other nominee that holds securities in its name on behalf of a beneficial owner.

h. “DTC” means the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company.

i. “DTC Participants” means all DTC participants that held Trident Common Stock immediately after the Redemption Deadline on October 26, 2021.

j. “Effective Date” means the first date by which all of the events and conditions specified in Paragraph 14 of this Stipulation have been met and have occurred or have been waived in writing.

k. “Eligible Class Members” means those Class Members who held Eligible Shares, i.e., holders of Trident Common Stock who had the right to but did not exercise their redemption rights as to their Common Stock in connection with the Merger.

l. “Eligible Shares” means shares of Trident Class A Common Stock owned by Class Members immediately after the Redemption Deadline (October 26, 2021 at 5:00 pm ET) that were not submitted for redemption in connection with the Merger.

m. “Escrow Account” means the bank account that is maintained by Plaintiffs’ Counsel and into which the Settlement Amount will be deposited and wherein the Settlement Fund will be held.

n. “Escrow Agent” means the agent or agents who shall be chosen by Plaintiffs’ Counsel to administer the Escrow Account.

o. “Excluded Persons” means:

i. (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.

ii. (a) Trident; and (b) any person who was an officer or director of Trident during the Class Period and any members of their immediate family; and

iii. Redeeming Stockholders who, in connection with the Merger, redeemed 100% of their shares of Trident stock.

p. “Exhibits” means the exhibits attached hereto.

q. “FDIC” means the Federal Deposit Insurance Corporation.

r. “Fee and Expense Award” means an award to Plaintiffs’ Counsel 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.

s. “Final” when referring to any judgment or order entered by the Court, means that one of the following has occurred: (i) the time for the filing or noticing of any motion for reconsideration, re-argument, appeal, or review of the judgment or order has expired without any such filing or notice; or (ii) the judgment or order has been affirmed in all material respects on an appeal or after reconsideration or other review and is no longer subject to further review upon appeal, reconsideration, or other review, and the time for any petition for reconsideration, re-argument, appeal, or review of such judgment or order (or any order affirming it) has expired; provided, however, that any disputes or appeals relating solely to the amount, payment, or allocation of attorneys’ fees and expenses or the Plan of Allocation, or any other plan of allocation, in this Action shall have no effect on finality for purposes of determining the date on which the Order and Final Judgment becomes Final, and shall not prevent, limit, or otherwise affect whether the Order and Final Judgment are considered Final.

t. “Insurance Carriers” means the issuers of Trident’s D&O insurance policies for the policy period of May 30, 2021 to October 29, 2021, with an extended reporting period of October 29, 2021 to October 29, 2027.

u. “Net Settlement Fund” means the balance remaining in the Settlement Fund after the payment of (a) any Taxes or Tax Expenses; (b) any Administration Costs or Notice Costs; (c) any Fee and Expense Award awarded by the Court; and (d) any other costs or fees approved by the Court.

v. “Notice” means the Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear substantially in the form attached hereto as Exhibit B.

w. “Notice Costs” means the reasonable costs, fees, and expenses associated with providing notice of the Settlement to the Class.

x. “Order and Final Judgment” means the Order and Final Judgment to be entered in the Consolidated Action substantially in the form attached hereto as Exhibit D, or as modified by agreement of the Settling Parties in writing.

y. “Person” means any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, affiliate, joint stock company, investment fund, estate, legal representative trust, unincorporated association, entity, government and any political subdivision thereof, or any other type of business or legal entity.

z. “Plaintiffs’ Counsel” means Grant & Eisenhofer P.A., Scott + Scott LLP, and Levi & Korsinsky LLP.

aa. “Plan of Allocation” means the proposed plan of allocation of the Net Settlement Fund to Eligible Class Members, set forth in Exhibit B hereto, or such other plan of allocation approved by the Court.

bb. “Released Claims” means Released Plaintiffs’ Claims and Released Appearing Trident Defendants’ Claims, collectively or individually.

cc. “Released Parties” means Released Plaintiffs Parties and Released Trident Defendant Parties, collectively or individually.

dd. “Released Plaintiffs 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.

ee. “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 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 or the Additional Defendants.

ff. “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.

gg. “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 Appearing 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.

hh. “Releases” means Released Appearing Trident Defendants’ Claims and Released Plaintiffs’ Claims, collectively or individually.

ii. “Remaining Defendants” means Lawrence Anthony DiMatteo III, Matthew Clemenson, Ryan Dickinson, and Chardan.

jj. “Scheduling Order” means the [Proposed] Scheduling Order with Respect to Notice and Settlement Hearing substantially in the form attached hereto as Exhibit A.

kk. “Securities Transfer Records” means the stock transfer records maintained by or on behalf of Lottery.com listing the names, mailing addresses, and, if available, email addresses for all registered holders of Trident Common Stock during the Class Period, including information identifying all Redeeming Stockholders and the number of shares each Redeeming Stockholder redeemed.

ll. “Settlement Administrator” means the class action settlement administrator to be selected by Plaintiffs’ Counsel in connection with the Settlement.

mm. “Settlement Amount” means the sum of two million, six hundred thousand United States dollars (\$2,600,000.00) in cash.

nn. “Settlement Fund” means the Settlement Amount plus all interest earned thereon.

oo. “Settlement Hearing” means the hearing to be held by 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 Plaintiffs’ 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 should be dismissed

with prejudice and the Releases provided under this Stipulation should be granted; (v) determine whether the Order and Final Judgment approving the Settlement should be entered; (vi) determine whether the 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 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.

pp. "Settling Parties" means the Appearing Trident Defendants and Plaintiffs, collectively.

qq. "Settlement Payment" means the payment of the Settlement Amount.

rr. "Settlement Term Sheet" means the term sheet setting forth the principal terms of a Settlement, executed by counsel to the Settling Parties on July 31, 2024.

ss. "Summary Notice" means the Summary Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear substantially in the form attached hereto as Exhibit C.

tt. “Taxes” means any taxes (including any estimated taxes, interest, penalties, or additional amounts) arising with respect to income earned by the Settlement Fund, including with respect to (i) any income earned by the Settlement Fund for any period during which the Settlement Fund on deposit in the Escrow Account is not treated, or does not qualify, as a “qualified settlement fund” for federal or state income tax purposes, and (ii) the payment or reimbursement by the Settlement Fund of any amounts described in clause (i).

uu. “Tax Expenses” means expenses and costs incurred in connection with determining the amount of, and paying, any Taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any tax returns).

vv. “Termination Notice” means written notice of a Settling Party’s election of their right to terminate the Settlement and this Stipulation.

ww. “Appearing Trident Defendants’ Counsel” means Loeb & Loeb LLP and Potter Anderson & Corroon LLP.

xx. “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 Trident Defendants’ Claims that any Appearing Trident Defendant does

not know or suspect to exist in their favor at the time of the release of Released Plaintiffs 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 Settling Parties stipulate and agree that, upon the occurrence of the Effective Date, the Settling 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 Settling 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 Settling 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 Settling 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 Trident Defendants’ Claims” was separately bargained for and was a material element of the Settlement and was relied upon by each and all of Plaintiffs and Trident Defendants in entering into this Stipulation.

B. Settlement Consideration

2. In consideration for the full and final release, settlement, dismissal, and discharge of any and all of the Released Claims against the Released Parties, the Settling Parties have agreed to the following:

a. The Settlement Payment:

i. Within five (5) business days after execution of this Stipulation, Plaintiffs’ Counsel shall provide to Appearing Trident Defendants’ Counsel complete ACH transfer information and instructions for payment to the Escrow Account, as well as a completed Form W-9 for any and all payees, and the name and telephone number of a person with knowledge who verbally can confirm the wiring instructions.

ii. No later than twenty (20) business days after entry of the Scheduling Order by the Court authorizing notice of the Settlement and scheduling a final approval hearing for the Settlement and receipt of the information required in Paragraph 2.a.i above, the Appearing Trident Defendants shall pay or cause to be paid the Settlement Payment into the Escrow Account.

iii. Payment of the Settlement Amount shall be made by ACH transfer into the Escrow Account; payment shall not be made by check.

b. If the Settlement Amount is not paid in a timely manner in accordance with Paragraph 2(a) above, Plaintiffs may exercise their right to terminate the Settlement under Paragraph 43 below.

c. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiffs' Counsel may pay from the Settlement Fund, without further approval from the Appearing Trident Defendants and/or order of the Court, all Notice Costs and Administration Costs up to the sum of \$250,000 which shall include the costs of disseminating the Notice. Before the Effective Date, all such Notice Costs and Administration Costs in excess of \$250,000 may be paid from the Settlement Fund only with prior approval of the Court. In the event that the Settlement does not become Final, Notice Costs and Administration Costs paid out of the Settlement Fund or incurred shall not be returned or repaid to any person or entity who or which funded the Settlement Fund. After the Effective Date, Notice

Costs and Administration Costs may be paid as incurred, without approval of the Appearing Trident Defendants or further order of the Court.

d. Use Of Produced Materials And The Appearing Trident Defendants' Ongoing Participation in the Consolidated Action: The Appearing Trident Defendants have produced to Plaintiffs : (i) the documents previously produced to Plaintiffs under Delaware Rule of Evidence 408 in connection with the mediation of the Consolidated Action; and (ii) non-privileged documents produced or provided to any regulatory authority on behalf of any of the Appearing Trident Defendants, including but not limited to, documents produced to the United States Securities and Exchange Commission (together, the "Produced Materials"). Plaintiffs shall not file an amended complaint or any motion based upon, incorporating, or appending any of the Produced Materials until the earlier of: (i) the date the Settling Parties file with the Court the Stipulation and a proposed order for the Court's approval of the Stipulation; or (ii) the passage of 30 days after the full execution and delivery of the Settlement Term Sheet. Furthermore, should the Consolidated Action proceed to discovery, notwithstanding this Settlement, Vadim Komissarov and Marat Rosenberg each agree to: (i) accept service of a deposition subpoena to appear for deposition upon reasonable notice (via service upon Loeb & Loeb LLP, attn.: Jay K. Musoff and John Piskora), and/or (ii) accept service of

further document requests (via service upon Loeb & Loeb LLP, attn.: Jay K. Musoff and John Piskora) (the “Ongoing Participation”).

C. Scope of the Settlement

3. Upon entry of the Order and Final Judgment, the Released Claims shall be dismissed in their entirety and with prejudice. Plaintiffs and Appearing Trident Defendants shall each bear their own fees, costs, and expenses, except as expressly provided in this Stipulation; provided, however, that nothing herein shall affect Appearing Trident Defendants’ rights to, and claims for, advancement or indemnity of their legal fees, costs, and expenses in connection with the Consolidated Action, the Settlement, or any of Released Plaintiffs’ Claims, nor any claims that Appearing Trident Defendants may have against third-parties, or their respective insurers, co-insurers, or reinsurers.

4. 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.

5. Pursuant to 10 *Del. C.* § 6304(b) and any similar laws or statutes, the Settling Parties hereby agree that damages recoverable for any injury arising out of

or relating to the claims asserted in the Consolidated Action, or the subject matter of the Consolidated Action, against the Remaining Defendants, the Additional Defendants, or any alleged tortfeasor other than the Released Trident Defendant Parties will be reduced by the greater of (i) the Settlement Amount or (ii) the pro rata share of the liability or responsibility for such damages, if any, of the Trident Defendants or any other Released Trident Defendant Parties, should it be determined that the Trident Defendants or any other Released Trident Defendant Parties are joint tortfeasors. This language is intended to comply with 10 *Del. C.* § 6304(b) and any similar laws or statutes so as to preclude liability of the Trident Defendants or any other Released Trident Defendant Parties to any other alleged tortfeasors for contribution, whether denominated as contribution, indemnification, or otherwise.

6. The Order and Final Judgment shall contain a bar order in a form substantially similar to the following:

Upon the Effective Date, any claims (i) against any of the Trident Defendants, or (ii) by any of the Trident Defendants against any other Person, in which the injury claimed is the claimant's actual or threatened liability to Plaintiffs or any other Class Member, arising out of or relating to the subject matter of the Consolidated Action, including without limitation any third-party claims for contribution in accordance with 10 *Del. C.* § 6304 and any similar laws and statutes, are hereby barred; *provided, however*, that any claims by a Trident Defendant for advancement, indemnification, and insurance arising out of or relating to the Consolidated Action shall not be barred.

7. Upon the Effective Date, the Appearing Trident 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 Released Appearing Trident Defendants' Claims against any of Released Plaintiff Parties.

D. Class Certification

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

7. The certification of the Class shall be binding only with respect to the Settlement and this Stipulation. In the event that the Settlement or this Stipulation is terminated pursuant to their terms or the Effective Date fails to occur, the certification of the Class shall be deemed vacated and the Consolidated Action shall proceed as though the Class had never been certified.

E. Submission of the Settlement to the Court for Approval

8. As soon as practicable after this Stipulation has been executed, the Settling Parties shall jointly submit this Stipulation, together with its Exhibits, to the Court, and shall jointly apply to the Court for entry of the Scheduling Order.

9. The Settling Parties and their respective attorneys agree to use their individual and collective best efforts to obtain Court approval of the Settlement as soon as practicable and to effect, take, or cause to be taken all actions, and to do, or cause to be done, all things reasonably necessary, proper, or advisable under applicable laws, regulations, and agreements to consummate and make effective, as promptly as practicable, the Settlement provided for in this Stipulation and the dismissal of the Consolidated Action with prejudice. The Settling Parties and their respective attorneys agree to cooperate fully with one another in seeking the Court's approval of the Settlement and this Stipulation and to use their best efforts to effect the consummation of the Settlement.

10. If the Settlement embodied in this Stipulation is approved by the Court, the Settling Parties shall request that the Court enter the Order and Final Judgment.

F. Stay Pending Court Approval

11. Other than as set forth in this Paragraph 11, the Settling Parties hereby agree to stay the proceedings against the Trident Defendants in the Consolidated Action, to file no further actions against the Released Trident Parties asserting any

Released Claims, and to stay and not to initiate any and all other proceedings against the Released Trident Parties other than those incident to the Settlement itself, pending the occurrence of the Effective Date. Other than with respect to the Document Production and Ongoing Participation in the Consolidated Action as set forth in Paragraph 2(d), *supra*, the Trident Defendants' deadlines to respond to any filed or served pleadings, motions, or discovery requests are extended indefinitely. This Settlement and the stay contemplated by this Paragraph 11 shall apply to any and all claims filed against the Trident Defendants in an amended complaint prior to the Effective Date.

12. The Settling Parties agree to use their best efforts to seek the stay and dismissal of, and to oppose entry of any interim or final relief in favor of, any Class Member, in any other proceedings against any of the Trident Defendants or any other Released Trident Defendant Parties that challenge the Settlement or otherwise assert or involve, directly or indirectly, any of the Released Plaintiffs' Claims against any of Released Trident Defendant Parties. For the elimination of doubt, nothing in this provision shall require the intervention of Plaintiffs or Plaintiffs' Counsel in the matter of *In re Lottery.com Securities Litigation*, No. 1:22-cv-07111-JLR (S.D.N.Y.), the claims of which are expressly excluded from the Released Plaintiffs' Claims.

13. Notwithstanding Paragraphs 11 and 12 above, nothing herein shall in any way impair or restrict the rights of any Settling Party to defend this Stipulation or the Settlement or to otherwise respond in the event any Person objects to this Stipulation, the Settlement, the Order and Final Judgment, the Fee and Expense Award, or the Plan of Allocation.

G. Conditions of Settlement

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

- a. the payment in full of the Settlement Amount into the Escrow Account in accordance with Paragraph 2(a) above;
- b. the Court's certification of the Class as a non-opt-out settlement class;
- c. the Court's entry of the Order and Final Judgment, including the Releases substantially in the form set out in this Stipulation and the dismissal with prejudice of the Released Plaintiffs' Claims without the award of any damages, costs, or fees and expenses, except as provided for in this Stipulation; and
- d. the Order and Final Judgment becoming Final.

15. Upon the occurrence of the Effective Date, any and all remaining interest or right in the Settlement Fund of the Appearing Trident Defendants or any

other of Released Trident Defendant Parties shall be absolutely and forever extinguished, and the Releases provided under this Stipulation shall be effective.

H. Attorneys' Fees and Expenses

16. Plaintiffs' Counsel intends to petition the Court for a Fee and Expense Award, which application will be wholly inclusive of any request for attorneys' fees and expenses on behalf of any Class Member or their counsel in connection with the Settlement. The Settling Parties acknowledge and agree that any Fee and Expense Award in connection with the Settlement shall be paid from the Settlement Fund and shall reduce the Settlement consideration paid to the Class accordingly. Plaintiffs' Counsel's application for a Fee and Expense Award is not the subject of any agreement among the Settling Parties except as set forth in this Stipulation.

17. The Fee and Expense Award shall be paid from the Settlement Fund to Plaintiffs' Counsel within five (5) calendar days of the Court's entry of a Fee and Expense Award, notwithstanding the existence of any timely filed objections to the Fee and Expense Award or any appeal or potential for appeal therefrom, or collateral attack on the Fee and Expense Award, the Settlement, or any part thereof, subject to Plaintiffs' Counsel's obligation to make refunds or repayments to the Settlement Fund, if the Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the Fee and Expense Award is reduced or reversed and such order reducing

or reversing the award has become Final. Plaintiffs' Counsel shall make the appropriate refund or repayment in full no later than thirty (30) business days after: (a) receiving from Appearing Trident Defendants a notice of termination of the Settlement pursuant to the terms of this Stipulation; or (b) any order disapproving, reducing, reversing, or otherwise modifying the Fee and Expense Award has become Final.

18. This Stipulation, the Settlement, the Order and Final Judgment, and whether the Order and Final Judgment becomes Final, are not conditioned upon the approval of any Fee and Expense Award, either at all or in any particular amount, by the Court. The Fee and Expense Award may be considered separately from this Stipulation and the proposed Settlement. Any disapproval or modification of the Fee and Expense Award by the Court or on appeal shall not (a) affect or delay the enforceability of this Stipulation or the Settlement, (b) provide any Settling Party the right to terminate the Settlement, (c) impose any obligation on any Trident Defendant, (d) subject any Trident Defendant in any way to an increase in the amount paid on his behalf in connection with the Settlement; or (e) affect or delay the binding effect or finality of the Order and Final Judgment or the release of the Released Claims against the Released Parties.

19. Plaintiffs and Plaintiffs' Counsel warrants that no portion of any Fee and Expense Award shall be paid to Plaintiffs or any Class Member, except as may be approved by the Court.

20. Plaintiffs' Counsel shall be responsible for allocating and paying any portion of the Fee and Expense Award to any other counsel or any Class Member. Released Trident Defendant Parties shall not have any liability to any counsel for any Class Member for any claimed attorneys' fees and expenses in connection with the Consolidated Action or the Settlement.

I. The Settlement Fund

21. The Settlement Fund shall be used to pay: (a) any Taxes or Tax Expenses; (b) any Administration Costs or Notice Costs; (c) any Fee and Expense Award awarded by the Court; and (d) any other costs or fees approved by the Court. The Net Settlement Fund shall be distributed pursuant to the Plan of Allocation approved by the Court.

22. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned to the Appearing Trident Defendants pursuant to the terms of this Stipulation and/or further order of the Court.

23. The Escrow Agent shall invest any funds in the Escrow Account exclusively in United States Treasury Bills (or a mutual fund invested solely in such instruments) and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC. In the event that the yield on United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is insured by the FDIC or backed by the full faith and credit of the United States.

24. The Settlement Fund is intended to be a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1, and Plaintiffs’ Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for timely and properly filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Plaintiffs’ Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. Upon written request, the Company shall provide to

Plaintiffs' Counsel the statement described in Treasury Regulation § 1.468B-3(e). Plaintiffs' Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this Paragraph 24, including, as necessary, making a "relation back election," as described in Treasury Regulation § 1.468B-1(j), to cause the qualified settlement fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

25. All Taxes and Tax Expenses shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by Plaintiffs' Counsel and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the Paragraph 24 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. Released Trident Defendant Parties shall have no responsibility or liability for any such Taxes or Tax Expenses or the acts or omissions of Plaintiffs' Counsel or its agents with respect to the payment of Taxes or Tax Expenses, as described herein.

26. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, none of Appearing Trident Defendants, any other Released Trident Defendant Parties, or any other Person who or which paid any portion of the

Settlement Amount, shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever.

27. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiffs' Counsel and/or the Escrow Agent may pay or cause to be paid from the Settlement Fund, without further approval from the Appearing Trident Defendants or further order of the Court, all Notice Costs or Administration Costs actually incurred and paid or payable. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, publishing the Summary Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the administrative expenses incurred and fees charged by the Settlement Administrator in connection with providing notice and administering the Settlement, and the fees, if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice Costs, Administration Costs, Taxes, or Tax Expenses actually paid or incurred, including any related fees, shall not be returned or repaid to the Appearing Trident Defendants and/or the Insurance Carriers.

J. Notice to Class Members

28. In accordance with the Scheduling Order, the Settlement Administrator shall mail, or cause to be mailed, by first class U.S. mail, postage prepaid, or other mail service if mailed outside the United States, the Notice, which includes the Plan

of Allocation, attached hereto as Exhibit B, to each Class Member at their last known address appearing in the Securities Transfer Records. All record holders of stock who hold such stock on behalf of beneficial owners and who receive the Notice shall be requested to forward the Notice promptly to such beneficial owners.

29. The proposed Notice to be mailed to Class Members in accordance with the Scheduling Order apprises eligible Class Members of (among other disclosures) the nature of the Consolidated Action, the definition of the Class, the claims and issues in the Consolidated Action, the Released Claims that will be released in the Settlement, Class Members' right to object to the Settlement and the process for lodging an objection, and the plan and process for allocating and distributing the Net Settlement Fund.

30. The Parties further agree that the Notice, as approved by the Court, and other relevant documents will be posted on a Settlement website established and maintained by the Settlement Administrator in accordance with the Scheduling Order.

31. Subject to the approval of the Court, Plaintiffs' Counsel shall engage the Settlement Administrator to provide all notices approved by the Court to eligible Class Members, to establish and maintain the Settlement website, to oversee the administration of the Settlement, and to distribute the Net Settlement Fund.

32. Any and all Notice Costs and Administration Costs shall be paid from the Settlement Fund, regardless of the form or manner of notice approved or directed by the Court and regardless of whether the Court declines to approve the Settlement or the Effective Date otherwise fails to occur. In no event shall Plaintiffs, the Released Trident Defendant Parties, or any of their attorneys have any liability or responsibility for the Notice Costs and Administration Costs. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice Costs and Administration Costs actually paid or incurred up to the date of termination shall not be returned or repaid to the Appearing Trident Defendants or their insurers.

K. Distribution of the Settlement Fund

33. Plaintiffs' Counsel shall engage the Settlement Administrator to provide notice of the Settlement to the Class and for the disbursement of the Net Settlement Fund to Eligible Class Members as set forth in the Plan of Allocation, included in the Notice, attached hereto as Exhibit B. Released Trident Defendant Parties shall not have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Settlement Administrator, the giving of Notice to the Class, or the disbursement of the Net Settlement Fund to Eligible Class Members.

34. For purposes of distributing the Net Settlement Fund to Eligible Class Members, Plaintiffs intend to secure, via non-party subpoena or otherwise (i) in an

electronically searchable form, such as Microsoft Excel, the Securities Transfer Records and an allocation report, “chill” report, or such other report generated by DTC providing, for each relevant DTC Participant on the Redemption Deadline, the participant’s “DTC number,” the relevant number of shares of Trident Class A Common Stock held during the Class Period, and the address or other contact information used to communicate with the appropriate representatives of each such DTC Participant; and (ii) in an electronically searchable form, such as Microsoft Excel, the Securities Transfer Records for Redeeming Stockholders. To the extent that the information identified in subsections (i) and (ii) above is in the Appearing Trident Defendants’ possession, custody, or control, or available to the Appearing Trident Defendants through other reasonable means, the Appearing Trident Defendants agree to provide such information to Plaintiffs’ counsel.

35. The Appearing Trident Defendants, at the request of Plaintiffs and/or Plaintiffs’ Counsel, and at no cost to the Settlement Fund, Plaintiffs, Plaintiffs’ Counsel, or the Settlement Administrator, shall make reasonable efforts to provide such additional information as may be required to distribute the Net Settlement Fund to Eligible Class Members and to ensure that the Net Settlement Fund is paid only to Eligible Class Members, and as to Eligible Shares, and not to Excluded Persons, including, without limitation, using reasonable efforts to obtain suppression letters from Excluded Persons and/or Excluded Persons’ brokers if

requested to do so by the DTC. For sake of clarity, in no event shall the Appearing Trident Defendants be required to undertake or provide anything other than reasonable efforts with respect to any request to obtain such information from Excluded Holders, and shall not be obligated to expend funds or incur any cost or other financial obligation to do so.

36. Excluded Persons 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, under any theory, including, but not limited to, contract, application of statutory or judicial law, or equity.

37. The Net Settlement Fund shall be allocated and distributed to Eligible Class Members in accordance with the Plan of Allocation, set forth in detail in Exhibit B hereto, which is subject to approval by the Court.

38. If there is any balance remaining in the Net Settlement Fund within a reasonable amount of time after distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, amounts returned by Excluded Persons who erroneously receive settlement payments, or otherwise), the Settlement Administrator shall, if feasible, distribute such balance among the Settlement Payment Recipients who received and deposited the initial distribution, in the same

manner as the initial distribution. If the cost of making such a further distribution or distributions is unreasonably high relative to the amount remaining in the Net Settlement Fund, Plaintiffs' Counsel may instruct the Settlement Administrator to distribute any balance which still remains in the Net Settlement Fund, after provision for all anticipated taxes and other expenses, to the Delaware Combined Campaign for Justice. Neither the Released Trident Defendant Parties nor their indemnitors or insurers shall have any reversionary interest in the Net Settlement Fund.

39. Notwithstanding anything to the contrary in this Stipulation, the Plan of Allocation is not a necessary term of the Settlement or this Stipulation, and it is not a condition of the Settlement or 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 the Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in connection with the Settlement.

40. 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, all Administration Costs, all Taxes, and any Fee and Expense Award have been paid from the Settlement Fund or reserved; and (b) the Court has entered the Class Distribution Order. At such time that Plaintiffs' Counsel, in its sole discretion, deems it appropriate to move forward with the distribution of the Net Settlement

Fund to the Class, Plaintiffs' Counsel will apply to the Court, on notice to the Appearing Trident Defendants' Counsel, for the Class Distribution Order.

41. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Class Members. Plaintiffs, Appearing Trident Defendants, and the other Released Trident Defendant Parties, and each of 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, the nonperformance of the Settlement Administrator or a nominee holding shares on behalf of a Class Member, the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

42. 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.

L. Termination of Settlement; Effect of Termination

43. The Settling Parties shall each have the right to terminate the Settlement and this Stipulation by providing a Termination Notice to the other parties to this Stipulation within thirty (30) calendar days of: (a) the Court's final refusal to enter the Scheduling Order in any material respect and such final refusal decision has become Final; (b) the Court's refusal to approve this Stipulation, the Settlement, or

any part of it that materially affects any Settling Party's rights or obligations hereunder and such final refusal decision has become Final; (c) the Court's declining to enter the Order and Final Judgment in any material respect and such final refusal decision has become Final; or (d) the date upon which the Order and Final Judgment is modified or reversed in any material respect by an appellate court and such order modifying or reversing the Order and Final Judgment becomes Final. In addition to the foregoing, Plaintiffs shall have the unilateral right to terminate the Settlement and this Stipulation, by providing a Termination Notice within thirty (30) calendar days of any failure of the Appearing Trident Defendants to pay the full payment of the Settlement Amount into the Escrow Account in a timely manner in accordance with Paragraph 2(a) of this Stipulation. For the avoidance of doubt, the Settling Parties stipulate and agree that any change to the scope or substance of the Releases provided for in this Stipulation and the Settlement would constitute a material change that gives rise to each of the Settling Parties' rights to terminate this Stipulation and the Settlement. Neither a modification nor a reversal on appeal of any Fee and Expense Award awarded by the Court or any order modifying or rejecting the Plan of Allocation shall be deemed a material modification of the Order and Final Judgment or this Stipulation.

44. In the event that the Settlement is terminated pursuant to the terms of Paragraph 43 of this Stipulation or the Effective Date otherwise fails to occur for

any other reason, then (a) the Settlement and this Stipulation (other than this Paragraph 44 and Paragraphs 7, 17, 22, 25, 43, 48, 50, 51, 67, and 68 of this Stipulation) shall be canceled and terminated; (b) any judgment entered in the Consolidated Action and any related orders entered by the Court shall in all events be treated as vacated, *nunc pro tunc*; (c) the Releases provided under the Settlement shall be null and void; (d) the fact of, and negotiations and other discussions leading to, the Settlement shall not be admissible in any proceeding before any court or tribunal; (e) all proceedings in the Consolidated Action shall revert to their status as of immediately prior to the agreement in principle reached on July 31, 2024; (f) the Settling Parties shall meet and confer and jointly petition the Court for a case scheduling order; (g) the Settling Parties shall proceed in all respects as if the Settlement and this Stipulation (other than this Paragraph) had not been entered into by the Settling Parties; and (h) within fifteen (15) calendar days after joint written notification of termination is sent by the Parties' counsel to the Escrow Agent, the Settlement Fund (including accrued interest thereon, and any other change in value as a result of the investment of all or any portion of the Settlement Fund, and any funds received by Plaintiffs' Counsel consistent with Paragraph 17 of this Stipulation), less any Notice Costs and Administration Costs actually incurred, paid, or payable, and less any Taxes and Tax Expenses paid, due, or owing, shall be refunded by the Escrow Agent directly to the Persons who made payments pursuant

to Paragraph 2(a) above in such amounts as directed by the Appearing Trident Defendants' Counsel. In the event that the funds received by Plaintiffs' Counsel consistent with Paragraph 17 of this Stipulation above have not been refunded to the Settlement Fund within the fifteen (15) calendar days specified in this Paragraph, those funds shall be refunded by the Escrow Agent immediately upon their deposit into the Escrow Account directly to the Persons who made payment pursuant to Paragraph 2(a) above in such amounts as directed by Appearing Trident Defendants' Counsel consistent with Paragraph 17 of this Stipulation. Before directing Plaintiffs' Counsel under this Paragraph, the Appearing Trident Defendants agree to notify all Persons who made payments pursuant to Paragraph 2(a) and obtain their prior written approval on the proposed refund direction to be given Plaintiffs' Counsel.

M. No Admission of Liability

45. It is expressly understood and agreed that neither the Settlement nor any act or omission in connection therewith is intended or shall be deemed or argued to be evidence of or to constitute an admission or concession by: (a) Appearing Trident Defendants or any of Released Trident Defendant Parties, 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 Consolidated Action or in any other litigation, (iii) the deficiency of any defense that has been or could have been asserted in the Consolidated Action or in any other litigation, or (iv) any

wrongdoing, fault, or liability of any kind by any of them, which each of them expressly denies; or (b) Plaintiffs that any of their claims are without merit, that any of Trident Defendants had meritorious defenses, or that damages recoverable from Trident Defendants under the Complaint would not have exceeded the Settlement Amount.

46. The Released Parties may file this Stipulation and/or the Order and Final Judgment in any action that has been or may be brought against them in order to support a claim or defense based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim or in connection with any insurance litigation.

N. Miscellaneous Provisions

47. The Appearing Trident Defendants warrant that, as to the payments made or to be made on behalf of the Appearing Trident Defendants pursuant to the Settlement and this Stipulation, at the time of entering into this Stipulation and at the time of such payment, to the best of its knowledge, none of the Appearing Trident Defendants or the Insurance Carriers are insolvent, nor will the payment required to be made on behalf of the Appearing Trident Defendants render the Appearing Trident Defendants or the Insurance Carriers insolvent, within the meaning of and/or

for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof.

48. 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 on behalf of the Appearing Trident Defendants to be a preference, voidable transfer, fraudulent transfer, or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited into the Settlement Fund by others, then, at the election of Plaintiffs, the Settling Parties shall jointly move the Court to vacate and set aside the Releases given and the Order and Final Judgment entered pursuant to this Stipulation, in which event (i) the Releases and the Order and Final Judgment shall be null and void; (ii) the Settling Parties shall be restored to their respective positions in the litigation as provided in Paragraph 44 of this Stipulation; (iii) Plaintiffs' Counsel shall refund the Fee and Expense Award consistent with Paragraph 17 of this Stipulation; and (iv) 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 Administration Costs actually incurred, paid, or payable) shall be returned to the Persons who made payments pursuant to Paragraph 2(a) above in such amounts as directed by Appearing Trident Defendants' Counsel. Before directing Plaintiffs' Counsel under this Paragraph, the Appearing Trident Defendants agree to notify all Persons who made payments pursuant to

Paragraph 2(a) and obtain their prior written approval on the proposed refund direction to be given Plaintiffs' Counsel.

49. The Settling Parties and their respective counsel 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, 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.

50. This Stipulation shall be deemed to have been mutually prepared by the Settling Parties and shall not be construed against any of them by reason of authorship.

51. The Settling Parties agree that in the event of any breach of this Stipulation, all of the Settling Parties' rights and remedies at law, equity, or otherwise, are expressly reserved.

52. This Stipulation may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. Any signature to this Stipulation by means of facsimile or other electronic means shall be treated in all manner and respects as an original signature and shall be considered to have the same binding legal effect as if it were the original signed version thereof and without any necessity for delivery of the original signed signature pages in order for this to constitute a binding agreement.

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

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

55. Each counsel or other person executing this Stipulation on behalf of any Settling Party warrants that he or she has the full authority to bind his or her principal to this Stipulation.

56. Plaintiffs represent and warrant that none of Released Plaintiffs' Claims have been assigned, encumbered, or in any manner transferred, in whole or in part.

57. This Stipulation shall not be modified or amended, nor shall any provision of this Stipulation be deemed waived, unless such modification, amendment, or waiver is in writing and executed by or on behalf of all of the Settling Parties (or their successors-in-interest).

58. Any failure by any Settling Party to insist upon the strict performance by any other Settling Party of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and such Settling Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Stipulation to be performed by such other Settling Party. Waiver by any 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, and failure by any Settling Party to assert any claim for breach of this Stipulation shall not be deemed to be a waiver as to that or any other breach and will not preclude any Settling Party from seeking to remedy a breach and enforce the terms of this Stipulation.

59. This Stipulation is and shall be binding upon, and shall inure to the benefit of, the Settling Parties (and, in the case of the Releases, all Released Parties as third-party beneficiaries), and their respective legal representatives, heirs, executors, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns, including, without limitation, any corporation or other entity with which any party hereto may merge, reorganize, or otherwise consolidate.

60. Notwithstanding the entry of the Order and Final Judgment, the Court shall retain jurisdiction with respect to the implementation, enforcement, and interpretation of the terms of this Stipulation and the Settlement, and all of the Settling Parties submit to the jurisdiction of the Court for all matters relating to the administration, enforcement, and consummation of the Settlement and the implementation, enforcement, and interpretation of this Stipulation. For any such action (but no other action) brought in this Court, each of the Settling Parties (i) consents to personal jurisdiction, (ii) consents to service of process on such

Settling Party by email to its undersigned counsel, and (iii) waives any objection to venue in the Court and any claim that the Court is an inconvenient forum.

61. The construction and interpretation of this Stipulation, and any and all disputes arising out of or relating in any way to this Stipulation, shall be governed by and construed in accordance with the laws of the State of Delaware and without regard to the laws that might otherwise govern under principles of conflicts of law applicable hereto. Any action arising under or to enforce this Stipulation or any portion thereof, shall be commenced and maintained only in this Court.

62. 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.

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

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

65. All agreements made and orders entered during the course of this Settlement relating to the confidentiality of information, including, without limitation, the Confidentiality Order and the Settling Parties' confidentiality

agreement with respect to the Produced Materials, shall survive the Settlement and entry of the Order and Final Judgment.

66. This Stipulation and the Exhibits (Exhibit A: [Proposed] Scheduling Order With Respect to Notice and Settlement Hearing; Exhibit B: Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear; Exhibit C: Summary Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear; and Exhibit D: [Proposed] Order and Final Judgment) constitute the entire agreement among the Settling Parties with respect to the subject matter hereof. The Exhibits are incorporated by reference as if set forth herein verbatim, and the terms of all Exhibits are expressly made part of this Stipulation, provided, however, that if there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any Exhibit, the terms of the Stipulation shall prevail. No representations, warranties, or inducements have been made to or relied upon by any Settling Party concerning this Stipulation or its Exhibits, other than the representations, warranties, and covenants expressly set forth in this Stipulation or the Exhibits.

67. 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 the Released Trident Defendant Parties with respect to Released Plaintiffs' Claims. Accordingly, Plaintiffs, the

Appearing Trident Defendants, and their respective counsel agree not to assert in any forum that this Action was brought by Plaintiffs or defended by the Appearing Trident Defendants in bad faith or without a reasonable basis. Plaintiffs and the Appearing Trident Defendants represent and agree that the terms of the Settlement reached between Plaintiffs and the Appearing Trident Defendants were negotiated at arm's-length and in good faith by Plaintiffs and the Appearing Trident Defendants, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

68. While retaining their right to deny that the claims asserted in the Consolidated Action were meritorious, the Appearing Trident Defendants and their respective counsel, in any statement made to any media representative (whether or not for attribution) will not assert that the Consolidated Action was commenced or prosecuted in bad faith, nor will they deny that the Consolidated Action was commenced and prosecuted in good faith and is being settled voluntarily after consultation with competent legal counsel. In all events, Plaintiffs, the Appearing Trident Defendants, and their respective counsel shall not make any accusations of wrongful or actionable conduct by any Settling Party concerning the prosecution, defense, and resolution of the Trident Claims, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

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

IN WITNESS WHEREOF, the Settling Parties, through their undersigned counsel, have executed this Stipulation effective as of the date set forth above.

GRANT & EISENHOFER P.A.

/s/ Christine M. Mackintosh
Christine M. Mackintosh (#5085)
123 S. Justison Street, 7th Floor
Wilmington, DE 19801
Tel: (302) 622-7000
Counsel for Plaintiffs

**POTTER ANDERSON &
CORROON LLP**

/s/ Tyler J. Leavengood
Berton W. Ashman, Jr. (#4681)
Tyler J. Leavengood (#5506)
1313 N. Market St., 6th Floor
Wilmington, DE 19801
Tel: (302) 984-6000
*Counsel for the Appearing Trident
Defendants*



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE LOTTERY.COM, INC.
STOCKHOLDERS LITIGATION

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

**[PROPOSED] SCHEDULING ORDER WITH
RESPECT TO NOTICE AND SETTLEMENT HEARING**

WHEREAS, the Settling Parties¹ have made application, pursuant to Court of Chancery Rule 23(e), for an Order approving the proposed settlement of the Trident Claims² in the above-captioned action (the “Action”) in accordance with the Stipulation entered into by the parties on November 15, 2024, and for a dismissal of the Trident Claims on the merits with prejudice upon the terms and conditions set forth in the Stipulation (the “Settlement”);

WHEREAS, the Stipulation contemplates certification by this Court of a class in the Action, solely for purposes of settlement;

WHEREAS, the Court has read and considered the Stipulation and the accompanying documents; and

¹ Unless otherwise defined, all capitalized terms used herein are intended to have the same meaning and definition as set forth in the Stipulation and Agreement of Settlement, Compromise and Release entered into by the parties on October __, 2024 (the “Stipulation”).

² The “Trident Claims” are the claims in the Action for breaches of fiduciary duties against Marat Rosenberg, Vadim Komissarov, Ilya Ponomarev, Edward S. Verona, and Michael Wilson (the “Defendants”) and Thomas Gallagher, Gennadii Butkevych, Oleksii Tymofiev, and VK Consulting, Inc. (the “Non-Appearing Defendants,” collectively, with the Defendants, the “Trident Defendants”) in their various capacities as directors, officers, and controllers of Trident Acquisition Corp. (“Trident”).

WHEREAS, all parties have consented to the entry of this Order;

NOW, THEREFORE, IT IS HEREBY ORDERED this ____ day of _____, 2024 that:

1. Except for terms defined herein, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Order.

2. For purposes of the Settlement only, and pending the Settlement Hearing (defined below), the Action is provisionally certified as a non-opt-out class action pursuant to Court of Chancery Rule 23, on behalf 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 Action; (b) members of the immediate family of any individual defendant in the 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. For purposes of Settlement only, Edward Knolls, Tim A. Weisheipl, Jared Polisher, and Peter Feurerer (the “Plaintiffs”), shall be provisionally certified

as the representative of the Class, and Grant & Eisenhofer P.A., Scott + Scott, Attorneys at Law LLP, and Levi & Korsinsky LLP (“Plaintiffs’ Counsel”) shall be designated class counsel.

3. A hearing (the “Settlement Hearing”) shall be held on _____, 2025 at _____.m., in the Leonard L. Williams Justice Center, Wilmington, Delaware, 19801, to:

(a) Determine whether the provisional class action certification herein should be made final;

(b) Determine whether the Settlement should be approved by the Court as fair, reasonable, adequate, and in the best interests of the Class;

(c) Determine whether an Order and Final Judgment should be entered pursuant to the Stipulation;

(d) Consider Plaintiffs’ Counsel’s application for an award of attorneys’ fees and expenses;

(e) Hear and determine any objections to the Settlement or Plaintiffs’ Counsel’s application for an award of attorneys’ fees and expenses; and

(f) Rule on such other matters as the Court may deem appropriate.

4. The Court reserves the right to adjourn the Settlement Hearing or any adjournment thereof, including the consideration of the application for attorneys’

fees, without further notice of any kind other than oral announcement at the Settlement Hearing or any adjournment thereof, and retains jurisdiction over this Action to consider all further applications arising out of or connected with the proposed Settlement.

5. The Court reserves the right to approve the Stipulation and the Settlement, at or after the Settlement Hearing, with such modifications as may be consented to by the Parties and without further notice to the Class, and retains jurisdiction over this Action to consider all further applications arising out of or connected with the proposed Settlement.

6. The Court approves, in form and content, the Notice of Pendency of Class Action, Proposed Settlement of Class Action, Settlement Hearing and Right to Appear (the “Notice”) attached as Exhibit B to the Stipulation and finds that the mailing by standard mailing or postcard and distribution of the Notice substantially in the manner and form set forth in this Order meets the requirements of Court of Chancery Rule 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

7. The Court approves A.B. Data, Ltd. as the Settlement Administrator to provide notice to the Class and administer the Settlement, including the allocation and distribution of the Settlement Fund.

(a) Beginning not later than ten (10) business days from the date of entry of this Order (such date that is ten (10) business days after the date of entry of this Order, the “Notice Date”), the Settlement Administrator shall cause the Notice, substantially in the form attached as Exhibit B to the Stipulation, to be delivered to each Class Member via the DTC Participant appearing in the Securities Transfer Records. All record holders of stock who hold such stock on behalf of beneficial owners and who receive the Notice shall be requested to either: (i) within seven (7) calendar days of receipt of the Notice, request from the Settlement Administrator sufficient copies of the 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) within seven (7) calendar days of receipt of the Notice, provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to the Settlement Administrator, in which event the Settlement Administrator shall promptly mail the Notice to such beneficial owners. Upon full compliance with this Order, such nominees may seek reimbursement of their reasonable expenses actually incurred in complying with this Order by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought.

(b) Not later than the Notice Date, the Settlement Administrator shall cause the Stipulation, the Notice, and the Summary Notice (substantially in the form attached as Exhibit C to the Stipulation) to be posted on the Settlement website, tridentstockholderssettlement.com, from which copies of the Stipulation, Notice and Summary Notice may be downloaded.

(c) All Notice Costs and Administration Costs shall be paid in accordance with the Stipulation without further order of the Court.

(d) Plaintiffs' Counsel is authorized and directed to prepare any tax returns and any other tax reporting form for or in respect of the Settlement Fund, to pay from the Settlement Fund any Taxes and Tax Expenses owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to Taxes and Tax Expenses and any reporting or filings in respect thereof without further order of the Court in a manner consistent with the provisions of the Stipulation.

(e) At least 10 business days before the Settlement Hearing provided for in Paragraph 3 of this Order, the Plaintiffs shall file proof, by affidavit, of the delivery of the Notice.

8. Any member of the Class who objects to the class action determination, the Settlement, the Order and Final Judgment to be entered in the Action, and/or Plaintiffs' Counsel's application for fees and expenses, or otherwise wishes to be

heard (the “Objector”), may appear personally or by counsel at the Settlement Hearing and present evidence or argument that may be proper and relevant; provided, however, that no member of the Class may be heard and no briefs, pleadings, or other documents submitted by or on behalf of any member of the Class shall be considered by the Court, except by Order of the Court for good cause shown, unless, not later than 10 business days prior to the Settlement Hearing, copies of (a) a written notice of intention to appear, identifying the name, address, and telephone number of the objector and, if represented, their counsel, (b) proof of membership in the Class, (c) a written statement of such person’s objections to any matter before the Court, (d) the grounds for such objections and any reasons for such person’s desiring to appear and be heard, and (e) all documents and writings such person desires the Court to consider, shall be filed with the Court of Chancery and, on or before such filing, served electronically via LexisNexis e-service, by hand, or by overnight mail upon the following counsel:

Christine M. Mackintosh, Esquire
Grant & Eisenhofer P.A.
123 Justison Street
Wilmington, DE 19801
cmackintosh@gelaw.com

Plaintiffs’ Counsel

Berton W. Ashman, Jr., Esquire
Potter Anderson & Corroon LLP
1313 North Market Street, 6th Floor
Wilmington, DE 19801
bashman@potteranderson.com

Defendants’ Counsel

9. Unless the Court otherwise directs, no member of the Class shall be entitled to object to the Settlement, or to the Order and Final Judgment to be entered herein, or to the award of attorneys’ fees and expenses to Plaintiffs’ Counsel, or

otherwise to be heard, except by serving and filing written objections as prescribed in Paragraph [8]. Any person who fails to object in the manner provided above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this Action or in any other action or proceeding.

10. Plaintiffs shall file and serve their opening brief in support of the Settlement and its application for attorneys' fees and expenses no later than 30 business days prior to the Settlement Hearing. Any objections to the application for attorneys' fees and expenses shall be filed and served no later than 15 business days prior to the Settlement Hearing. If any objections to the Settlement are received or filed, Plaintiffs and/or Defendants may file and serve a brief response to those objections no later than five business days prior to the Settlement Hearing.

11. If the Court approves the Settlement provided for in the Stipulation following the Settlement Hearing, judgment shall be entered substantially in the form attached as Exhibit D to the Stipulation.

12. In the event that: (a) the Court declines, in any material respect, to enter the Order and Final Judgment provided for in the Stipulation and any one of the parties hereto fails to consent to the entry of another form of order in lieu thereof; (b) the Court disapproves the Settlement proposed in the Stipulation, including any amendments thereto agreed upon by all of the parties; or (c) the Court approves the

Settlement proposed in the Stipulation or any amendment thereto approved by all of the parties, but such approval is reversed or substantially modified on appeal and such reversal or modification becomes final by a lapse of time or otherwise; then, in any of such events, the Stipulation, the Settlement proposed in the Stipulation (including any amendments thereof), the provisional Class certification herein, any actions taken or to be taken with respect to the Settlement proposed in the Stipulation, and the Order and Final Judgment to be entered shall be of no further force or effect, shall be null and void, and shall be without prejudice to any of the parties hereto, who shall be restored in all respects to their respective positions existing prior to the execution of the Stipulation, except for the obligation of the Company to pay for any expenses incurred in connection with the Notice and administration provided for by this Scheduling Order. For purposes of this provision, a disallowance, modification, or reversal of the fees and/or expenses sought by Plaintiffs' Counsel shall not be deemed a disapproval, modification, or reversal of the Settlement or the Order and Final Judgment.

13. The Stipulation, and any negotiations, statements, or proceedings in connection therewith, shall not be construed or deemed evidence of, a presumption, concession, or admission by any Released Person or any other person of any fault, liability, or wrongdoing as to any facts or claims alleged or asserted in the Action or otherwise, or that Plaintiffs or Plaintiffs' Counsel, the Class, or any present or former

stockholders of the Company, or any other person, has suffered any damage attributable in any manner to any Released Party. The Stipulation, and any negotiations, statements, or proceedings in connection therewith, shall not be offered or admitted in evidence or referred to, interpreted, construed, invoked, or otherwise used by any person for any purpose in the Action or otherwise, except as may be necessary to enforce or obtain Court approval of the Settlement.

14. All proceedings in the Action against the Trident Defendants, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, are hereby stayed and suspended until further order of this Court. Pending final determination of whether the Settlement should be approved, Plaintiffs and all members of the Class, and any of them, are hereby barred and enjoined from asserting, commencing, prosecuting, assisting, instigating, or in any way participating in the commencement or prosecution of any action asserting any Release Plaintiffs' Claims, either directly, representatively, derivatively, or in any other capacity.

15. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to Class members.

Vice Chancellor Morgan T. Zurn



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

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 between Plaintiffs and Defendants, dated November 15, 2024 (the “Stipulation”). A copy of the Stipulation is available at www.tridentstockholdersettlement.com.

“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 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 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 _____, 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 _____, 2025, AT _____ .M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO	Filing a written objection and notice of intention to appear that is received by _____, 2025 allows you to speak in Court, at the discretion of the Court, about your objection. In the Court’s discretion, the _____, 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.

LATER THAN
_____, 2024.

WHAT THIS NOTICE CONTAINS

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What Are The Terms Of The Settlement?	Page B-9
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How Much Will My Payment From The Settlement Be? How Will I Receive My Payment?	Page B-11
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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?	Page B-17
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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 affects 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.

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 consummated its initial public offering (“IPO”) of 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.

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.

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”).

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 Civil Action No. 2023-0395-MTZ; (ii) appointed Weisheipl, Knolls, Polisher, and Feuerer 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 (the “Aiding and Abetting Claims”).

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.

29. On October 16, 2024, Plaintiffs filed the Consolidated Amended Stockholder Complaint for Breach of Fiduciary Duty (the "Amended Consolidated Complaint"), that included claims against the Original Defendants, as well as B. Riley Securities, Inc. ("B. Riley") and Jacob Bernstein.

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

31. On _____, 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 not resolve all claims in the Action, including 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 \$2,6000,000 Settlement payment. In addition to these substantial benefits, Plaintiffs and Plaintiffs’ Counsel have considered: (i) the attendant risks of continued 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.

HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENT BE?
HOW WILL I RECEIVED MY PAYMENT?

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, 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:

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

(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.

(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.

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. 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 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 \$_____, 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, 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, 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, tridentstockholdersettlement.com.**

53. The Settlement Hearing will be held on _____, **2025**, at __ .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** _____, **2025**, such person **(1)** files their written objection, together with copies of all other papers and briefs supporting the objection specified in Paragraph 48 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, Delaware, 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
1313 North Market Street, 6th Floor
Wilmington, Delaware 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* _____, 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.

<p>CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?</p>

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, **tridentstockholdersettlement.com**. If you have questions regarding the Settlement, you may contact the Settlement Administrator: Trident Stockholders Litigation, c/o A.B. Data, Ltd., 600 A.B. Data Drive, Milwaukee, WI 53217, 414-961-6400, info@abdata.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, tridentstockholderssettlement.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: _____, 202_



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE LOTTERY.COM, INC.
STOCKHOLDERS LITIGATION

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

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

TO: All record and beneficial holders of Trident Acquisition Corp. 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 Excluded Persons (as defined in the Stipulation and the Notice) (the “Class”).¹

PLEASE READ THIS SUMMARY NOTICE CAREFULLY. YOUR RIGHTS WILL BE AFFECTED BY A CLASS ACTION LAWSUIT PENDING IN THIS COURT.

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the Court of Chancery of the State of Delaware (the “Court”), that the above-captioned stockholder class action (the “Action”) is pending in the Court.

YOU ARE ALSO NOTIFIED that (i) plaintiffs Edward Knolls, Tim A. Weisheipl, Jared Polisher, and Peter Feurerer (“Plaintiffs”), individually and on behalf of the Class; 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 of the Action for \$2,600,000 in cash as set forth in the Stipulation (the “Settlement”), a copy of which is available at tridentstockholdersettlement.com. The Settlement, if approved by the Court, will resolve all Trident Claims in the Action. The Settlement will not resolve

¹ Any capitalized terms used in this Summary Notice that are not otherwise defined in this Summary Notice shall have the meanings given to them in the Stipulation and Agreement of Settlement, Compromise, and Release between Plaintiffs and the Appearing Trident Defendants, dated November 15, 2024 (the “Stipulation”). Copies of the Stipulation and the full Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear (the “Notice”) are available at the Settlement website, tridentstockholdersettlement.com.

any other claims pled (or that might be pled) in the Action against defendants Lawrence Anthony DiMatteo III, Matthew Clemenson, Ryan Dickinson, Chardan Capital Markets, LLC, B. Riley Securities, Inc., and/or Jacob Bernstein.

A hearing (the “Settlement Hearing”) will be held on _____, 2025 at ____ a.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 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. 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, tridentstockholderssettlement.com.

If you are a member of the Class, your rights will be affected by the pending Action and the Settlement, and you may be entitled to share in the Net Settlement Fund. If you have not yet received the Notice, you may obtain a copy of the Notice by contacting the Settlement Administrator at Trident Stockholders Litigation, c/o A.B. Data, Ltd., 600 A.B. Data Drive, Milwaukee, WI 53217, 414-961-6400, abdata.com. A copy of the Notice can also be downloaded from the Settlement website, tridentstockholderssettlement.com.

If the Settlement is approved by the Court and the Effective Date occurs, the Net Settlement Fund will be distributed on a *pro rata* basis to Eligible Class Members in accordance with the terms of the proposed Plan of Allocation stated in

the Notice or such other plan of allocation as is approved by the Court. Pursuant to the proposed Plan of Allocation, 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. As explained in further detail in the Notice at Paragraphs 39-42, Eligible Class Members do *not* have to submit a claim form to receive a payment from the Settlement.

Any objections to the Settlement, the proposed Plan of Allocation, or Plaintiffs' Counsel's application for the Fee and Expense Award must be filed with the Register in Chancery in the Court of Chancery of the State of Delaware and delivered to Plaintiffs' Counsel and the Appearing Trident Defendants' Counsel such that they are *received no later than* _____, **2025**, in accordance with the instructions set forth in the Notice.

Please do not contact the Court or the Office of the Register in Chancery regarding this Summary Notice. All questions about this Summary Notice, the Settlement, or your eligibility to participate in the Settlement should be directed to the Settlement Administrator or Lead Counsel.

Requests for the Notice should be made to the Settlement Administrator:

Trident Stockholders Litigation
c/o A.B. Data, Ltd.
PO Box 600 A.B. Data Drive
Milwaukee, WI 53217
Telephone: 414-961-6400
Email: info@abdata.com
Website: tridentstockholdersettlement.com

Inquiries, other than requests for the Notice, should be made to Plaintiffs' Counsel:

Christine M. Mackintosh, Esq.
Grant & Eisenhofer P.A.
123 Justison Street
Wilmington, DE 19801
Telephone: (302) 622-7000
Email: cmackintosh@gelaw.com

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

Dated: _____, 2024



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE LOTTERY.COM, INC.
STOCKHOLDERS LITIGATION

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

[PROPOSED] ORDER AND FINAL JUDGMENT

WHEREAS, a stockholder class action is pending in this Court, entitled *In re Lottery.com, Inc. Stockholders Litigation*, C.A. No. 2023-0395-MTZ (the “Action”);

WHEREAS, a Stipulation and Agreement of Compromise, Settlement, and Release, dated as of November 15, 2024 (the “Stipulation”), has been entered into by and among: (i) Plaintiffs Edward Knolls, Tim A. Weisheipl, Jared Polisher, and Peter Feurerer (“Plaintiffs”), on behalf of themselves and the Class (as defined herein); (ii) defendants Marat Rosenberg, Vadim Komissarov, Ilya Ponomarev, Edward S. Verona, and Michael Wilson (collectively, the “Defendants” or the “Appearing Trident Defendants”) (with Plaintiffs, the “Parties,” and each a “Party”); and

WHEREAS, the Stipulation provides for a settlement, subject to the approval of the Court, among the Parties and for dismissal of the claims for breaches of fiduciary duties in their various capacities as directors, officers, and controllers of Trident Acquisition Corp. (“Trident”) against the Defendants, and defendants Thomas Gallagher, Gennadii Butkevych, Oleksii Tymofiev, and VK Consulting, Inc. (the “Non-Appearing Defendants” collectively, with the Defendants, the

“Trident Defendants”) (“Trident Claims”) upon the terms and conditions set forth in the Stipulation (the “Settlement”); and

WHEREAS, except for terms defined herein, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Order and Final Judgment; and

WHEREAS, by Order dated _____, 202__ (the “Scheduling Order”), the Court (i) preliminarily certified the Class solely for purposes of effectuating the Settlement; (ii) ordered that the Notice of the proposed Settlement be provided to potential Class Members; (iii) provided Class Members with the opportunity to object to the proposed Settlement, the proposed Plan of Allocation, and/or Plaintiffs’ Counsel’s application for a Fee and Expense Award; and (iv) scheduled a hearing regarding final approval of the Settlement; and

WHEREAS, the Court conducted a hearing on _____, 2025 (the “Settlement Hearing”) to: (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 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; and

WHEREAS, it appearing that due Notice of the hearing has been given in accordance with the Scheduling Order; the Parties having appeared by their respective attorneys of record; the Court having heard and considered evidence in support of the proposed Settlement, the Plan of Allocation, and the application by Plaintiffs' Counsel for a Fee and Expense Award; the attorneys for the respective Parties having been heard; an opportunity to be heard having been given to all Class Members or other Persons requesting to be heard in accordance with the Scheduling Order; the Court having determined that the Notice to Class Members was adequate and sufficient; and the entire matter of the proposed Settlement having been heard and considered by the Court;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Court has jurisdiction over the subject matter of the Trident Claims in the Action, and all matters relating to the Settlement, as well as personal jurisdiction over the Parties, and the Class Members, and it is further determined that Plaintiffs, Defendants, and the Class, as well as any and all of their respective representatives, trustees, executors, administrators, estates, heirs, successors in interest, successors, predecessors in interest, predecessors, transferees, and assigns, immediate and remote, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their respective successors in interest, successors, predecessors in interest, predecessors, transferees, and assigns, are bound by this Order and Final Judgment.

2. The delivery of the Notice, substantially in the form attached as Exhibit B to the Stipulation, and publication of the Summary Notice, substantially in the form attached as Exhibit C to the Stipulation, pursuant to and in the manner prescribed in the Scheduling Order, combined with the posting of the Notice and Summary Notice on the Settlement Administrator's website, pursuant to and in the manner prescribed in the Scheduling Order, is hereby determined to be the best notice reasonably practicable under the circumstances, to constitute due and sufficient notice to all Persons entitled to receive notice of the Settlement, and in full

compliance with Delaware Court of Chancery Rule 23, the requirements of due process, and all other applicable law and rules.

3. The Court hereby finally certifies the Action, for purposes of the Settlement only, as a non-opt-out class action pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), on behalf of the following class (the “Class”):

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 (i) 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.

4. The Court hereby finally appoints Plaintiffs as Class representatives and Plaintiffs’ Counsel, appointed Grant & Eisenhofer P.A, Scott + Scott Attorneys At Law LLP, and Levi & Korsinsky, LLP, as counsel for the Class. Plaintiffs and Plaintiffs’ Counsel have fairly and adequately represented the Class, both in terms of litigating the Trident Claims in the Action and for purposes of entering into and implementing the Settlement.

5. For purposes of the Settlement only, the Court finds that each element required for certification of the Class pursuant to Court of Chancery Rules 23(a),

23(b)(1), and 23(b)(2) has been met in that: (a) the Persons who are members of the Class (collectively, the “Class Members”) are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of Plaintiffs are typical of the claims of the Class; (d) in connection with the prosecution of the Trident Claims in the Action and the Settlement, Plaintiffs and Plaintiffs’ Counsel have fairly and adequately represented and protected the interests of the Class; (e) the prosecution of separate actions by individual Class Members would create a risk of inconsistent adjudications that would establish incompatible standards of conduct for Defendants, and, as a practical matter, the disposition of the Trident Claims in the Action as against Trident Defendants would influence the disposition of any pending or future identical suits, actions, or proceedings brought by other Class Members; and (f) Trident Defendants are alleged to have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

6. The Settlement as provided for in the Stipulation is approved as fair, reasonable, and adequate, and in the best interests of the Class.

7. Pursuant to Court of Chancery Rule 23, the Court fully and finally approves the Settlement in all respects, the Parties are hereby authorized and directed to consummate the Settlement in accordance with the terms and provisions of the

Stipulation, and the Register of Chancery is directed to enter and docket this Order and Final Judgment dismissing the Trident Claims in the Action in their entirety and with prejudice.

8. The Stipulation shall be binding upon and inure to the benefit of the Released Parties.

9. Upon the Effective Date, Plaintiffs and each and every Class Member, 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, 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.

10. Upon the Effective Date, 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, 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 Released Appearing Trident Defendants' Claims against any of Released Plaintiff Parties.

11. The terms of the Settlement were negotiated at arm's length and in good faith, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

12. Plaintiffs' Counsel are hereby awarded attorneys' fees in the amount of \$ _____, inclusive of litigation expenses (the "Fee and Expense Award"), which amounts the Court finds to be fair and reasonable. The Fee and Expense Award shall be paid solely out of the Settlement Fund. Neither Plaintiffs, nor Plaintiffs' Counsel, nor any Class Member, shall make, or assist any other counsel in making, any application for an award of fees, cost, or expenses in any other jurisdiction from Trident Defendants, or any of Released Trident Defendant Parties.

13. The Court hereby finds and concludes that the method of distributing payments to Eligible Class Members on a *pro rata* basis, as set forth in the Plan of Allocation stated in the Notice provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund among Eligible Class Members with due consideration having been given to administrative convenience and necessity.

14. The binding effect of this Order and Final Judgment and the obligations of Plaintiffs, Class Members, and Trident Defendants under the Stipulation shall not be conditioned upon or subject to the resolution of any appeal from this Order and Final Judgment that relates solely to the Fee and Expense Award or to the Plan of Allocation.

15. The Parties and all Class Members shall be and are deemed bound by the Stipulation and this Order and Final Judgment. This Order and Final Judgment, including the release of all Released Plaintiffs' Claims against all of Released Trident Defendant Parties; and the release of all Released Appearing Trident Defendants' Claims against all of Released Plaintiffs' Parties, shall have *res judicata*, collateral estoppel, and all other preclusive effect in all pending and future lawsuits, arbitrations, or other proceedings involving any of the Released Claims against any of the Released Parties.

16. The Court finds and concludes that the Parties and their respective counsel have complied in all respects with the strictures of Delaware Court of Chancery Rule 11 in connection with the institution, prosecution, defense, and settlement of the Action.

17. If the Settlement is terminated as provided in the Stipulation or the Effective Date otherwise fails to occur, (a) this Order and Final Judgment shall be rendered null and void and shall be vacated; (b) all orders entered and releases delivered in connection herewith shall be null and void; (c) all of the Parties shall be deemed to have reverted to their respective litigation statuses as of immediately prior to the execution of the settlement term sheet on July 31, 2024 (the “Settlement Term Sheet”), and they shall proceed in all respects as if the Settlement Term Sheet and the Stipulation had not been executed and any related orders had not been entered; (d) all claims and defenses as to any issue in the Trident Claims in the Action shall be preserved without prejudice; (e) the statements made in connection with the negotiation of the Settlement Term Sheet and the Stipulation shall not be deemed to prejudice in any way the positions of any of the Parties with respect to the Action, or to constitute an admission by any Party, and shall not be used or entitle any Party to recover any fees, costs, or expenses incurred in connection with the Action; and (f) no materials created by or received from any other Party that were used in, obtained during, or related to the Settlement discussions shall be admissible for any

purpose in any court or other tribunal, or used, absent consent from the disclosing party, for any other purpose or in any other capacity, except to the extent that such materials are otherwise required to be produced during discovery in the Action or in any other litigation.

18. Neither the Settlement Term Sheet, the Stipulation, the fact of or any terms and conditions of the Settlement, nor any communications relating thereto, are evidence, or a presumption, admission, or concession by any Party of any wrongdoing, fault, liability, or damages whatsoever, which are expressly denied and disclaimed by each of the Parties. Neither the Settlement Term Sheet, the Stipulation, nor any of their terms, conditions, and provisions, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Settlement, nor the fact of the Settlement, nor the Settlement proceedings, nor any statements in connection therewith, 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, acts, or omissions on the part of any of Released Trident Defendants Parties, or of any infirmity of any defense, or of any damage to Plaintiffs or any Class Member; (b) otherwise be used to create or give rise to any inference or presumption against any of Released Trident Defendant Parties concerning any

fact alleged or that could have been alleged, or any claim asserted or that could have been asserted, in the Trident Claims in the Action, or of any purported liability, fault, or wrongdoing of any of Released Trident Defendant Parties or of any injury or damages to any Person; (c) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or finding that any of Plaintiffs' claims are without merit, that any of Trident Defendants had meritorious defenses, or that damages recoverable from Trident Defendants in connection with the Trident Claims would not have exceeded the Settlement Amount; or (d) be admissible, referred to, interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any Person in the Action, or in any other suit, action, or proceeding whatsoever, whether civil, criminal, or administrative; provided, however, that the Stipulation and/or this Order and Final Judgment may be introduced in any suit, action, or proceeding, whether in this Court or otherwise, as may be necessary to argue that the Stipulation and/or this Order and Final Judgment has *res judicata*, collateral estoppel, or other issue or claim preclusive effect, or to otherwise consummate or enforce the Stipulation, Settlement, and/or this Order and Final Judgment, including, without limitation, to secure any insurance rights or proceeds, or as otherwise required by law. This provision shall remain in force in the event that the Settlement is terminated for any reason whatsoever.

19. Without further order of the Court, the Parties may agree in writing to reasonable extensions of time to carry out any of the provisions of the Stipulation and the Settlement.

20. Without affecting the finality of this Order and Final Judgment in any way, the Court reserves jurisdiction over all matters relating to the administration and consummation of the Settlement.

21. The Trident Claims in the Action are hereby dismissed in their entirety and with prejudice. The Parties are to bear their own costs, except as otherwise provided in this Order and Final Judgment, the Scheduling Order, and the Stipulation.

Vice Chancellor Morgan T. Zurn