

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

GINA McINTOSH, Individually and On Behalf
of All Others Similarly Situated,

Plaintiff,

vs.

KATAPULT HOLDINGS, INC., LEE
EINBINDER, HOWARD KURZ, ORLANDO
ZAYAS, KARISSA CUPITO and DEREK
MEDLIN

Defendants.

Case No. 1:21-cv-07251-JPO

**DECLARATION OF MATTHEW M. GUINEY
IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

I, Matthew M. Guiney, hereby declare as follows pursuant to 28 U.S.C. §1746:

1. I am a partner of the law firm of Wolf Haldenstein Adler Freeman and Herz LLP, court-appointed Lead Counsel for Lead Plaintiff Mattis Nayman ("Lead Plaintiff") and additional plaintiff Felipe de Castro Luna (collectively, "Plaintiffs") and the proposed Settlement Class. I am admitted to practice before this Court. I respectfully submit this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement. I have personal knowledge of the matters testified to herein.

2. I hereby certify that I conferred with counsel for Katapult Holdings, Inc., which includes the company formerly known as FinServ Acquisition Corp. (together, "Katapult" or the

“Company”), as well as Lee Einbinder, Howard Kurz, Orlando Zayas, Karissa Cupito and Derek Medlin (collectively, the “Individual Defendants”; together, with Katapult, the “Defendants”), regarding the relief requested in the Motion. This Motion is unopposed.

3. Attached hereto as Exhibit 1 is a true and correct copy of the Stipulation and Agreement of Settlement, dated July 3, 2024 (“Stipulation”). The exhibits to the Stipulation are as follows:

Exhibit A: [Proposed] Order Preliminarily Approving Settlement and Providing For Notice;

Exhibit A-1: Notice of Pendency and Proposed Settlement of Class Action;

Exhibit A-2: Proof of Claim and Release;

Exhibit A-3: Summary Notice; and

Exhibit B: [Proposed] Final Judgment and Order of Dismissal with Prejudice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 3rd day of July 2024,
at New York, New York.

By: /s/ Matthew M. Guiney
Matthew M. Guiney

EXHIBIT 1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

**GINA McINTOSH, Individually and On
Behalf of All Others Similarly Situated,**

Plaintiff,

Case No. 1:21-cv-07251 (AS)

vs.

**KATAPULT HOLDINGS, INC., LEE
EINBINDER, HOWARD KURZ,
ORLANDO ZAYAS, KARISSA CUPITO
and DEREK MEDLIN**

Defendants.

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

This Stipulation and Agreement of Settlement, Compromise, and Release, dated July 3, 2024 (the “**Stipulation**”), is entered into by and among: (i) Lead Plaintiff Matis Nayman and additional plaintiff, Felipe de Castro Luna (collectively, “**Plaintiffs**”), on behalf of themselves and all other members of the Settlement Class (as defined in Paragraph 1 below); and (ii) Katapult Holdings, Inc. (“**Katapult**”), Orlando Zayas, Karissa Cupito, Derek Medlin, Lee Einbinder, and Howard Kurz (“**Defendants**”) (Plaintiffs and Defendants, together, the “**Parties**”).¹ Subject to the terms and conditions set forth herein and the approval of the Court of Southern District of New York (the “**Court**”) under Federal Rule of Civil Procedure 23, the Settlement embodied in this

¹ All terms herein with initial capitalization shall, unless defined elsewhere in this Stipulation, have the meanings given to them in Paragraph 1 below.

Stipulation is intended to be a full and final disposition of the claims asserted against Defendants in the above-captioned stockholder class action (the “**Action**”).

WHEREAS:

A. On November 5, 2019, FinServ Acquisition Corp. (“**FinServ**” or the “**Company**”), a special purpose acquisition company formed for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization, or similar business combination, completed its initial public offering of 25 million units, with each unit consisting of one share of FinServ Class A common stock and one half of a warrant with an exercise price of \$11.50 per share.

B. On December 18, 2020, FinServ, Keys Merger Sub 1, Inc. and Keys Merger Sub 2, LLC (both wholly owned subsidiaries of FinServ), and legacy Katapult Holdings, Inc. (“**Legacy Katapult**”) entered into an Agreement and Plan of Merger, pursuant to which FinServ would acquire Legacy Katapult (the “**de-SPAC Transaction**”).

C. On May 18, 2021, FinServ filed a definitive proxy statement pursuant to Section 14(a) of the Securities Exchange Act of 1934 with the United States Securities and Exchange Commission relating to the de-SPAC Transaction (such proxy statement together with any preliminary proxy filings, as well as any amendments or supplements thereto, the “**Proxy**”).

D. On June 7, 2021, a majority of FinServ stockholders voted to approve the de-SPAC Transaction; the de-SPAC Transaction closed on June 9, 2021, and FinServ changed its name to Katapult Holdings, Inc. (“**Katapult**”).

E. During the period between June 15, 2021 and August 9, 2021, Katapult and certain Individual Defendants made statements about Katapult’s financial prospects that Plaintiffs have alleged to contain misrepresentations or omissions.

F. On August 27, 2021, Plaintiff Gina McIntosh filed the initial Class Action Complaint on behalf of herself and all others similarly situated, commencing this action in the Southern District of New York bearing the caption *McIntosh v. Katapult Holdings et al.*, No. 1:21-cv-07251.

G. On May 26, 2022, the Court appointed Matis Nayman as Lead Plaintiff, and approved his selection of Wolf Haldenstein Adler Freeman & Herz LLP (“**Wolf Haldenstein**”) as Lead Counsel.

H. On November 10, 2022, Plaintiffs filed and served the 71-page operative Second Amended Complaint, bringing claims under §§10(b), 14(a), and 20(a) of the Securities Exchange Act of 1934 and rules promulgated thereunder, alleging that: (1) the Proxy failed to disclose critical information about Katapult’s “waterfall” arrangement with prime lenders, including that prime lenders could decide to extend credit to customers with lower credit ratings that Katapult had projected would be in its customer pool, restricting the flow of the waterfall of customers to Katapult, and that the waterfall was Katapult’s only way to grow its customer base; and (2) between June 15, 2021 and August 9, 2021, both dates inclusive (the “**Class Period**”), Defendants made false and misleading statements about Katapult’s financial prospects. ECF No. 59.

I. On January 9, 2023, Defendants filed a motion to dismiss, and, in the alternative, a motion to strike the Second Amended Complaint. ECF Nos. 65–70. Lead Plaintiffs filed their oppositions to each of those motions on March 6, 2023, withdrawing their claims against defendant Medlin. ECF Nos. 77, 78. On April 11, 2023, Defendants filed their replies. ECF Nos. 79 and 80.

J. On August 8, 2023, the Court denied Defendants’ motion to strike and granted in part and denied in part Defendants’ motion to dismiss. In that decision, the Court dismissed

Plaintiffs' Section 10(b) and Rule 10b-5 claim, the Section 20(a) claim based thereon, as well as Defendants Cupito and Medlin.

K. On September 6, 2023, Defendants Katapult, Zayas, Einbinder, and Kurz filed an Answer to the Second Amended Complaint (the "**Answer**").

L. On December 18, 2023, Plaintiffs' Counsel and Defendants' Counsel participated in a mediation session (the "**Mediation**") before Michelle Yoshida (the "**Mediator**"). The Mediation was also attended by plaintiff in an action captioned *In re FinServ Acquisition Corp. SPAC Litigation*, No. 2022-0755-PAF, pending in Delaware Chancery Court (the "**Delaware Plaintiff**"), which asserted breach of fiduciary duty claims against FinServ's directors and officers in connection with the de-SPAC Transaction (the "**Delaware Action**").

M. In advance of the Mediation, the Parties as well as the Delaware Plaintiff exchanged mediation statements and exhibits through the Mediator, which addressed the issues of both liability and damages. The Mediation ended without any agreement being reached. Following additional discussions between the Parties and the Mediator as well as the Delaware Plaintiff, on February 21, 2024, the Mediator made a recommendation to settle the Action as well as the Delaware Action, which expired by its terms at 5:00 p.m. PT on February 22, 2024.

N. As a result of extensive, arm's-length negotiations during and following the Mediation, the Parties as well as the Delaware Plaintiff accepted the Mediator's recommendation. Thereafter, the Parties continued to negotiate extensively at arm's length concerning the non-monetary terms of the Settlement and reached an agreement in principle to settle the Action that was memorialized in a Settlement Term Sheet executed on May 20, 2024 (the "**Settlement Term Sheet**").

O. The Settlement Term Sheet set forth, among other things, the Parties' agreement to settle and release all claims against Defendants in the Action in return for \$2,500,000 in total settlement value—with \$1,775,000 paid in cash and the remainder paid in either shares of freely-tradeable Katapult common stock or additional cash—subject to certain terms and conditions and the execution of a customary “long form” stipulation and agreement of settlement and related papers.

P. On May 21, 2024, the Parties informed the Court of the agreement in principle to settle the Action and agreed to suspend all upcoming deadlines in the Action. ECF No. 93.

Q. This Stipulation (together with the exhibits hereto) reflects the final and binding agreement among the Parties and supersedes the Settlement Term Sheet.

R. Plaintiffs, through Plaintiffs' Lead Counsel, have conducted an investigation relating to the claims and the underlying events alleged in the Action. Plaintiffs' Lead Counsel has analyzed the evidence adduced during the investigation as described above and have also researched the applicable law with respect to the claims asserted in the Action and the potential defenses thereto. This investigation and the settlement negotiations between the Parties have provided Plaintiffs with a detailed basis upon which to assess the relative strengths and weaknesses of the Parties' respective positions in the Action.

S. Based upon their investigation, prosecution, and mediation of the Action, Plaintiffs and Plaintiffs' Lead Counsel have concluded that the terms and conditions of the Settlement and this Stipulation are fair, reasonable, and adequate to Plaintiffs and the other Settlement Class Members and in their best interests. Based on Plaintiffs' direct oversight of the prosecution of the Action, along with the input of Plaintiffs' Lead Counsel, Plaintiffs have agreed to settle the claims raised in the Action pursuant to the terms and provisions of this Stipulation, after considering:

(i) the substantial benefits that Plaintiff and the other Settlement Class Members will receive from the resolution of the Action; (ii) the attendant risks of litigation; and (iii) the desirability of permitting the Settlement to be consummated as provided by the terms of this Stipulation. 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 asserted in the Action.

T. Defendants deny all allegations of wrongdoing, fault, liability, or damage to Plaintiffs or the Settlement Class, and further deny that Plaintiffs have asserted a valid claim as to any of them. Defendants further deny that they engaged in any wrongdoing or committed any violation of law or breach of duty and believe that they acted properly, in good faith, and in a manner consistent with their legal duties and are entering into the Settlement and this Stipulation solely to avoid the substantial burden, expense, inconvenience, and distraction of continued litigation and to resolve each of Plaintiffs' claims against Defendants. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of or an admission or concession on the part of any of the Defendants with respect to any claim or factual allegation or of any fault or liability or wrongdoing or damage whatsoever or any infirmity in the defenses that any of the Defendants have or could have asserted.

U. The Parties recognize that the Action has been filed and prosecuted by Plaintiffs in good faith and defended by Defendants in good faith and further that the New York Settlement Consideration to be paid, and the other terms of the Settlement as set forth herein, were negotiated at arm's length, in good faith, and reflect an agreement that was reached voluntarily after consultation with experienced legal counsel.

NOW THEREFORE, it is **STIPULATED AND AGREED**, by and among Plaintiffs (individually and on behalf of the Settlement Class) and Defendants that, subject to the approval

of the Court under Rule 23 of the Federal Rules of Civil Procedure, for good and valuable consideration set forth herein and conferred on Plaintiffs and the other members of the Settlement Class, the sufficiency of which is acknowledged, the claims asserted in the Action on behalf of the Settlement Class against Defendants shall be finally and fully settled, compromised, and dismissed with prejudice, and that the Released Plaintiffs' Claims shall be finally and fully compromised, resolved, discharged, settled, and dismissed with prejudice against the Released Defendants' Persons, and that the Released Defendants' Claims shall be finally and fully compromised, resolved, discharged, settled, and dismissed with prejudice against the Released Plaintiffs' Persons, in the manner set forth herein.

I. DEFINITIONS

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

(a) **"CIC"** means an acquisition of Katapult by way of merger or through the acquisition of all of the outstanding shares of Katapult common stock (including by tender offer) or any other corporate transaction in which all of the outstanding shares of Katapult common stock are extinguished.

(b) **"CIC Transaction"** means a transaction or transactions effecting a CIC.

(c) **"Defendants' Counsel"** means Cooley LLP.

(d) **"Delaware Court"** means the Delaware Court of Chancery.

(e) **"Delaware Judgment"** means the order and final judgment to be entered by the Delaware Court approving the Delaware Settlement.

(f) **"Delaware Settlement"** means the resolution of the Delaware Action on the terms and conditions set forth in the Delaware Stipulation.

(g) “**Delaware Settlement Shares**” means the number of Settlement Shares for the Delaware Action, which shall be calculated by dividing \$2,775,000 by the VWAP (defined below) of Katapult common stock for the ten (10) consecutive trading days immediately preceding the date of a hearing on final approval of the Delaware Judgment.

(h) “**Delaware Stipulation**” means the Stipulation and Agreement of Settlement, Compromise, and Release, dated July 3, 2024, entered into by the parties to the Delaware Action.

(i) “**de-SPAC Transaction**” means FinServ’s merger with Legacy Katapult, which closed on June 9, 2021.

(j) “**DTC**” means the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company.

(k) “**Effective Date**” means the first date by which all of the events and conditions specified in Paragraph 32 of this Stipulation have been met and have occurred or have been waived.

(l) “**Final**,” when referring to the New York Judgment or any other court order, means (i) if no appeal is filed, the expiration date of the time provided for filing or noticing any motion for reconsideration, reargument, appeal, or other review of the order; or (ii) if there is an appeal from the New York Judgment or order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari, reconsideration, or otherwise, or (b) the date the New York Judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari, reconsideration, reargument, or other form of review, or the denial of a writ of certiorari, reconsideration, reargument, or other form of review, and, if certiorari, reconsideration, or other form of review is granted, the date of final affirmance following review

pursuant to that grant; provided, however, that any disputes or appeals relating solely to (i) the amount, payment, or allocation of attorneys' fees and expenses or (ii) the plan of allocation of the Settlement proceeds (as submitted or subsequently modified), shall have no effect on finality for purposes of determining the date on which the New York Judgment becomes Final and shall not otherwise prevent, limit or otherwise affect the New York Judgment, or prevent, limit, delay or hinder entry of the New York Judgment.

(m) **"Litigation Expenses"** means costs and expenses incurred by Plaintiffs' Counsel in connection with commencing, prosecuting, and settling the Action, for which Plaintiffs' Counsel intend to apply to the Court for payment from the New York Cash Settlement Fund.

(n) **"New York Brokerage Account"** means the securities brokerage account that Plaintiffs' Lead Counsel will designate as the recipient of the New York Settlement Shares.

(o) **"New York Cash Settlement Amount"** means the \$1,775,000 cash consideration that Defendants shall pay or cause to be paid in accordance with Paragraph 7 of this Stipulation and any additional cash consideration that Katapult shall pay in accordance with Paragraphs 7 and 8 of this Stipulation.

(p) **"New York Cash Settlement Fund"** means the New York Cash Settlement Amount plus any and all interest earned thereon.

(q) **"New York Class Settlement Shares"** means the New York Settlement Shares, less any New York Settlement Shares awarded to Plaintiffs' Counsel for attorneys' fees and Litigation Expenses.

(r) **"New York Escrow Account"** means the account maintained by Plaintiffs' Lead Counsel and into which the New York Cash Settlement Amount, plus the net cash proceeds

from the sale of any New York Class Settlement Shares, shall be deposited and maintained and held in escrow under the control of Plaintiffs' Lead Counsel.

(s) “**New York Judgment**” means the Order and Final Judgment substantially in the form attached hereto as **Exhibit B**, to be entered by the Court approving this Settlement.

(t) “**New York Net Settlement Fund**” means the New York Settlement Fund (including, if applicable, the net cash proceeds from the sale of any New York Class Settlement Shares deposited into the New York Escrow Account in accordance with Paragraph 8(g) below, as well as accrued interest thereon) less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any attorneys' fees and/or Litigation Expenses awarded by the Court from the Settlement Fund; and (iv) any other costs or fees approved by the Court.

(u) “**New York Settlement Consideration**” means a total consideration equal to \$2,500,000, comprised of \$1,775,000 paid in cash and the remainder paid in either New York Settlement Shares or additional cash in accordance with Paragraphs 7 and 8 of this Stipulation.

(v) “**New York Settlement Fund**” means the New York Cash Settlement Fund plus the New York Settlement Shares.

(w) “**New York Settlement Hearing**” means the hearing to be held by the Court to determine whether the proposed Settlement is fair, reasonable, and adequate and should be finally approved.

(x) “**New York Settlement Shares**” means the number of shares of freely-tradeable Katapult common stock to be issued and delivered by Katapult in accordance with Paragraph 7(b) of this Stipulation, including, as applicable, any New York Excess Settlement Shares to be delivered to the New York Brokerage Account pursuant to Paragraph 7(b)(ii) of this

Stipulation and any Delaware Unused Settlement Shares to be delivered to the New York Brokerage Account pursuant to Paragraph 7(b)(iii) of this Stipulation.

(y) “**Notice**” means the Notice of Pendency and Proposed Settlement of Class Action, substantially in the form attached hereto as **Exhibit A-1**, which is to be mailed (or emailed) to potential Settlement Class Members.

(z) “**Notice and Administration Costs**” means the costs, fees, and expenses that are incurred by the Settlement Administrator and/or Plaintiffs’ Counsel in connection with: (i) providing notice to the Settlement Class; and (ii) administering the Settlement, including but not limited to the costs, fees, and expenses incurred in connection with the Escrow Account.

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

(bb) “**Plaintiffs’ Lead Counsel**” means Wolf Haldenstein Adler Freeman & Herz LLP.

(cc) “**Plaintiffs’ Counsel**” means Plaintiffs’ Lead Counsel and the Schall Law Firm.

(dd) “**Preliminary Approval Order**” means the Order, substantially in the form attached hereto as **Exhibit A**, directing notice of the Settlement and scheduling Settlement-related events.

(ee) “**Redeeming Stockholders**” means the persons and entities who exercised redemption rights in connection with the de-SPAC Transaction.

(ff) “**Released Claims**” means, collectively, the Released Plaintiffs’ Claims and the Released Defendants’ Claims.

(gg) “**Released Defendants’ Claims**” means all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, and demands of every nature and description, whether or not currently asserted, whether known claims or Unknown Claims, suspected, existing, or discoverable, whether arising under federal, state, common, or foreign law, whether based in contract, tort, statute, law, equity, or otherwise, that arise out of or are based upon the institution, prosecution, or settlement of the claims against Defendants. For the avoidance of doubt, Defendants’ Released Claims do not include any claims to enforce the terms of this Settlement (the “**Excluded Defendants’ Claims**”).

(hh) “**Released Defendants’ Persons**” means Defendants, FinServ, FinServ Holdings LLC (“**FinServ Holdings**”), Keys Merger Sub 1, Inc., Keys Merger Sub 2, LLC, and any and all of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, managers, partners, limited partners, general partners, stockholders, representatives, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, estates, administrators, predecessors, successors, assigns, insurers, and reinsurers.

(ii) “**Released Plaintiffs’ Claims**” means all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, and demands of every nature and description, whether or not currently asserted, whether known claims or Unknown Claims, suspected, existing, or discoverable, whether arising under federal, state, common, or foreign law, whether based in contract, tort, statute, law, equity, or otherwise (including, but not limited to,

federal and state securities laws), that Plaintiffs or any other Settlement Class Member (i) asserted in the Second Amended Complaint; or (ii) could have asserted in the Second Amended Complaint or in any other court, tribunal, proceeding, or other forum that relate to the purchase or other acquisition of Katapult securities between June 15, 2021 and August 9, 2021, both dates inclusive, or the proxy vote (and information provided in advance of the proxy vote) held at FinServ’s June 7, 2021 special meeting, and are based on, arise out of, or relate to the same set of operative facts as those set forth in the Second Amended Complaint, including but not limited to (A) any statements, representations, misrepresentations, or omissions in the Proxy, or (B) Katapult’s financial projections between June 15, 2021 and August 9, 2021 (both dates inclusive). The New York Plaintiffs’ Released Claims do not include: (1) any claims to enforce the terms of the New York Settlement; or (2) any claims asserted in the Delaware Action (collectively, the “**Excluded Plaintiffs’ Claims**”).

(jj) “**Released Plaintiffs’ Persons**” means Plaintiff, all other Settlement Class Members, Plaintiffs’ Lead Counsel, and any and all of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, managers, partners, limited partners, general partners, stockholders, representatives, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, estates, administrators, predecessors, successors, assigns, insurers, and reinsurers.

(kk) “**Released Persons**” means, collectively, the Released Plaintiffs’ Persons and the Released Defendants’ Persons.

(ll) “**Releases**” means the releases set forth in Paragraphs 4-5 of this Stipulation.

(mm) “**Settlement**” means the resolution of Action on the terms and conditions set forth in this Stipulation.

(nn) “**Settlement Administrator**” means the settlement administrator retained by Plaintiffs’ Lead Counsel to provide notice to the Settlement Class and administer the Settlement.

(oo) “**Settlement Class**” means all persons and entities that (i) purchased or otherwise acquired Katapult securities between June 15, 2021 and August 9, 2021 (both dates inclusive) and/or (ii) beneficially owned and/or held common stock of FinServ as of May 11, 2021 and were eligible to vote at FinServ’s June 7, 2021 special meeting. Excluded from the Settlement Class are (i) Katapult, Orlando Zayas, Karissa Cupito, Derek Medlin, Lee Einbinder, Howard Kurz, Robert Matza, Diane B. Glossman, Aris Kekedjian, and FinServ Holdings; (ii) any person who was an officer or director of FinServ Holdings or FinServ between November 5, 2019 and June 9, 2021; (iii) any person who was an officer or director of Katapult between May 18, 2021 and August 10, 2021; (iv) the immediate family members, meaning the parents, spouse, siblings, or children, of any of the foregoing persons; (v) any trusts, estates, entities, or accounts that held FinServ or Katapult shares for the benefit of the foregoing persons or entities; and (vi) the legal representatives, heirs, successors-in-interest, successors, transferees, and assigns of the foregoing persons or entities. Also excluded from the Settlement Class is any Settlement Class Member that validly and timely requested exclusion in accordance with the requirements set by the Court (each person in the foregoing categories is an “**Excluded Person**” and, collectively, these are the “**Excluded Persons**”).

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

(qq) “**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 A-3**, to be published as set forth in the Preliminary Approval Order.

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

(ss) “**Unknown Claims**” means (i) any Released Plaintiffs’ Claims that Plaintiffs or any other Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendants’ Persons, and (ii) any Released Defendants’ Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiffs’ Persons, 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 any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, the Parties shall expressly, and by operation of the New York Judgment, each member of the Settlement Class 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 Settlement 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 Settlement Class Members (by operation of law), to completely, fully, finally, and forever extinguish any and all of the 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 Settlement 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 Defendants’ Claims” was separately bargained for and was a material element of the Settlement and was relied upon by the Parties in entering into this Stipulation.

II. CLASS CERTIFICATION

2. Solely for the purposes of the Settlement and for no other purpose, the Parties stipulate and agree to: (a) certification of the Settlement Class as an opt-out class pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(3); (b) appointment of Plaintiffs as Class Representatives for the Settlement Class; and (c) appointment of Plaintiffs’ Lead Counsel as Class Counsel for the Settlement Class.

III. RELEASE OF CLAIMS

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

4. Pursuant to the New York Judgment, without further action by anyone, upon the Effective Date of the Settlement, Plaintiffs and each of the other Settlement Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the New York Judgment shall have, dismissed with prejudice, released, waived, and forever discharged the Released Plaintiffs' Claims against the Released Defendants' Persons, and shall forever be barred and enjoined from prosecuting the Released Plaintiffs' Claims against the Released Defendants' Persons. This Release shall not apply to any of the Excluded Plaintiffs' Claims.

5. Pursuant to the New York Judgment, without further action by anyone, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the New York Judgment shall have, dismissed with prejudice, released, waived, and forever discharged the Released Defendants' Claims against the Released Plaintiffs' Persons, and shall forever be barred and enjoined from prosecuting the Released Defendants' Claims against the Released Plaintiffs' Persons. This Release shall not apply to any of the Excluded Defendants' Claims.

6. Notwithstanding Paragraphs 4-5 above, nothing in the New York Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of this Stipulation or the New York Judgment.

IV. SETTLEMENT CONSIDERATION

7. In full settlement of the Released Plaintiffs' Claims, Defendants shall pay, or cause to be paid, the New York Settlement Consideration as follows:

(a) New York Cash Settlement Amount: Defendants shall deposit, or cause to be deposited, the New York Cash Settlement Amount into the New York Escrow Account within fifteen (15) business days of the later of: (i) the Court's entry of the Preliminary Approval Order; or (ii) Plaintiffs' Lead Counsel having provided Defendants' Counsel all information necessary to transfer the New York Cash Settlement Amount into the New York Escrow Account. Within five (5) business days after the date of full execution of this Stipulation, Plaintiffs' Lead Counsel shall provide Defendants' Counsel, in writing, all information necessary to transfer the New York Cash Settlement Amount into the New York Escrow Account, including (i) a completed Form W-9; (ii) a tax identification number for the New York Escrow Account; (iii) a completed wire transfer, ACH transfer, or similar anti-fraud payment request form signed by an authorized representative of the New York Escrow Account; and (iv) all required wire funding instructions and information, including payee name, telephone, and email contact information and a physical address for the escrow agent for the New York Escrow Account (the "**New York Escrow Agent**").

(b) Additional Component of New York Settlement Consideration: Defendants shall provide additional consideration of \$725,000, in common stock and/or cash, as follows:

i. The number of New York Settlement Shares shall be calculated by dividing \$725,000 by the volume-weighted average per share price ("**VWAP**") of Katapult common stock for the ten (10) consecutive trading days immediately preceding the date of the New York Settlement Hearing (the "**New York Settlement Hearing VWAP**"). In the event that the quotient described in the preceding sentence yields a fractional number of shares, the number of shares issued will be rounded up to nearest whole share if that fraction is equal to, or

greater than, one half of one share, and otherwise rounded down to the nearest whole share.

ii. Within ten (10) business days following the later of: (a) the date of entry of the New York Judgment; or (b) the date Defendants' Counsel receives written instruction from Plaintiffs' Lead Counsel identifying the New York Brokerage Account and all necessary information for transferring the New York Settlement Shares to the New York Brokerage Account, Katapult shall deliver the New York Settlement Shares to the New York Brokerage Account in accordance with written instructions from Plaintiffs' Lead Counsel; *provided, however*, that if the number of shares as calculated above exceeds 43,839, then Katapult shall have twelve (12) months from the New York Settlement Hearing to deliver the number of shares above 43,839 (the "**New York Excess Settlement Shares**") to the New York Brokerage Account in two equal installments, with the first installment to be delivered within six (6) months of the New York Settlement Hearing and the second installment to be delivered within twelve (12) months of the New York Settlement Hearing.

iii. In the event that (i) the calculation for the Delaware Settlement Shares results in a number below 167,797 (such difference being the "**Delaware Unused Shares**"); (ii) the calculation for the New York Settlement Shares results in a number exceeding 43,839; (iii) the number of the New York Excess Settlement Shares is greater than the number of the Delaware Unused Shares; and (iv) the Delaware Judgment is entered before the New York Judgment, then the Delaware Unused Shares shall be delivered to the New York Brokerage Account along with

the first 43,839 New York Settlement Shares, and the number of New York Excess Settlement Shares shall be reduced by the number of the Delaware Unused Shares. In the event that (i) the calculation for the Delaware Settlement Shares results in a number below 167,797; (ii) the calculation for the New York Settlement Shares results in a number exceeding 43,839; (iii) the number of the New York Excess Settlement Shares is less than or equal to the number of the Delaware Unused Shares; and (iv) the Delaware Judgment is entered before the New York Judgment, then the portion of the Delaware Unused Shares that is equal to the number of the New York Excess Settlement Shares shall be delivered to the New York Brokerage Account along with the first 43,839 New York Settlement Shares, and the number of New York Excess Settlement Shares shall be reduced to zero. Any Delaware Unused Settlement Shares to be delivered to the New York Brokerage Account shall be treated as “**New York Settlement Shares**” for purposes of this Stipulation.

iv. In lieu of delivering the New York Excess Settlement Shares to the New York Brokerage Account, Katapult may pay the full value of the New York Excess Settlement Shares in cash, calculated by multiplying the number of New York Excess Settlement Shares by the New York Settlement Hearing VWAP, with such cash amount paid into the New York Escrow Account in two equal installments, with the first installment to be paid within six (6) months of the New York Settlement Hearing, and the second installment to be paid within twelve (12) months of the New York Settlement Hearing.

8. Issuance and Delivery of New York Settlement Shares. The following terms and conditions shall apply to the issuance and delivery of the New York Settlement Shares:

(a) All New York Settlement Shares, including any New York Excess Settlement Shares or any Delaware Unused Settlement Shares to be delivered to the New York Brokerage Account, shall be duly and validly issued in accordance with all applicable federal or state securities laws, rules, or regulations, fully paid, nonassessable, approved for listing on the Nasdaq Global Select Market (“**NASDAQ**”) (or any other stock exchange or market on which Katapult’s common stock is then listed or quoted), and available for resale at the time of delivery to the New York Brokerage Account, and free from all liens and encumbrances, and shall be either registered under the Securities Act of 1933 (the “**Securities Act**”) or exempt from registration under Section 3(a)(10) of the Securities Act (“**Section 3(a)(10)**”); *provided, however*, that should Katapult choose to register the New York Settlement Shares, the registration of the New York Settlement Shares shall not extend the deadline by which the New York Settlement Shares must be issued and delivered as stated under Paragraph 7(b) above. Katapult shall be responsible for the payment of all costs associated with the issuance of the New York Settlement Shares and the transfer of the New York Settlement Shares to the New York Brokerage Account, including any costs of its transfer agent related to the issuance of the New York Settlement Shares and any costs associated with listing the Settlement Shares on NASDAQ (or any other stock exchange or market on which Katapult’s common stock is then listed or quoted). All costs associated with distributing any New York Settlement Shares to eligible Settlement Class Members and/or DTC participants for the benefit of eligible Settlement Class Members (the “**DTC Participants**”), including any costs incurred by Katapult’s transfer agent, shall constitute Notice and Administration Costs.

(b) The Parties and their counsel will take all steps reasonably necessary to ensure that each of the following conditions will be satisfied: (i) Settlement Class Members shall be given adequate notice of the New York Settlement Hearing in a timely manner; (ii) the New

York Settlement Hearing shall be open to all Settlement Class Members; (iii) there shall be no improper impediments to the appearance by any Settlement Class Member at the New York Settlement Hearing; (iv) the Court shall be advised before the New York Settlement Hearing that Katapult will rely on the Section 3(a)(10) exemption based on the Court's approval of the issuance of the New York Settlement Shares as part of the consideration provided in exchange for the settlement and release of the Released Plaintiffs' Claims against the Released Defendants' Persons; (v) the New York Settlement Hearing shall include consideration of the fairness of the terms and conditions of the issuance of the New York Settlement Shares as part of the consideration provided in exchange for the settlement and release of the Released Plaintiffs' Claims against the Released Defendants' Persons; and (vi) the order to be entered by the Court shall approve the procedural and substantive fairness to Settlement Class Members of the terms and conditions of the issuance of the New York Settlement Shares as part of the consideration provided in exchange for the settlement and release of the Released Plaintiffs' Claims against the Released Defendants' Persons.

(c) If the New York Settlement Shares are to be issued pursuant to the exemption from registration under Section 3(a)(10), Katapult must confirm to Plaintiffs' Lead Counsel that Katapult has obtained the written opinion of counsel substantially as described below (but only if and when such opinion of counsel is required by the transfer agent, the stock exchange, or DTC in connection with the issuance and listing of the New York Settlement Shares), and at no cost to the Settlement Class, the New York Settlement Fund, or Plaintiffs' Counsel; such written opinion of counsel to be substantially to the effect that issuance and delivery of the New York Settlement Shares into the New York Brokerage Account is exempt from registration under the Securities Act under Section 3(a)(10) of that Act and such New York Settlement Shares are not

“restricted securities” as defined in Rule 144(a)(3) under that Act and are transferable without registration under that Act by any holder which is not an affiliate (as defined in Rule 144(a)(1) under that Act) of Katapult and has not been an affiliate within 90 days of the date of such transfer.

(d) From the date of this Stipulation through the date of issuance and delivery of the New York Settlement Shares to the New York Brokerage Account, no capital contributions or capital calls shall be required from holders of Katapult common stock or the Settlement Class.

(e) The New York Settlement Shares shall be issued by Katapult only in certificate-less (book entry) form. Katapult shall not issue or otherwise provide any physical certificates for any of the New York Settlement Shares.

(f) Upon issuance and delivery of the New York Settlement Shares into the New York Brokerage Account, Plaintiffs’ Lead Counsel shall have the option, in their sole discretion, to sell all or any portion of the New York Settlement Shares, including any shares awarded to Plaintiffs’ Counsel for attorneys’ fees, provided any such sale is conducted in a commercially reasonable manner, and provided further that any shares sold for the purposes of attorneys’ fees shall not exceed one-third of the New York Settlement Shares. The net cash proceeds from any sale of the New York Class Settlement Shares will be deposited in the New York Escrow Account pending distribution to eligible Settlement Class Members and/or DTC Participants. Plaintiffs and the other Settlement Class Members release any and all claims against the Released Defendants’ Persons that arise out of, relate to, or are based upon the issuance, transfer, or disposition of the New York Settlement Shares made in accordance with this Stipulation or distributions or sales of the New York Settlement Shares by Plaintiffs’ Lead Counsel and the Settlement Administrator, or any of their agents, and shall forever be barred and enjoined from prosecuting any and all such claims against any of the Released Defendants’ Persons;

provided, however, that the foregoing shall not alter Katapult's obligations under this Stipulation, including with respect to the issuance or delivery of the New York Settlement Shares to the New York Brokerage Account or the payment of costs associated therewith as provided herein.

(g) Any New York Class Settlement Shares that are not to be sold by Plaintiffs' Lead Counsel shall be transferred from the New York Brokerage Account to Katapult's transfer agent for the benefit of the Settlement Class pending distribution to eligible Settlement Class Members and/or DTC Participants (for the benefit of eligible Settlement Class Members). Any such New York Class Settlement Shares shall be transferred to Katapult's transfer agent in accordance with written instructions provided by Defendants' Counsel to Plaintiffs' Lead Counsel and the Settlement Administrator.

(h) During the period between the delivery of the New York Settlement Shares to the New York Brokerage Account and the distribution thereof to eligible Settlement Class Members and/or DTC Participants, the New York Settlement Shares shall be treated identically to the existing Katapult common stock, and shall receive all benefits that accrue to the existing Katapult common stock (including, but not limited to, cash dividends and other distributions to shareholders).

(i) In the event of a CIC prior to the issuance and delivery of the New York Settlement Shares to the New York Brokerage Account: (i) if Katapult's successor entity (the "**Successor Entity**") is a private company, then in lieu of delivering the New York Settlement Shares to the New York Brokerage Account, Katapult shall deposit, or cause to be deposited, \$725,000 in cash into the New York Escrow Account within thirty (30) business days after the closing of the CIC Transaction; and (ii) if the Successor Entity is a publicly traded company, then Katapult shall deliver, or cause to be delivered, \$725,000 worth of the stock of the Successor Entity

(“**Successor Entity New York Settlement Shares**”), calculated by dividing \$725,000 by the VWAP of the Successor Entity common stock for the ten (10) consecutive trading days immediately preceding the date of the New York Settlement Hearing, to the New York Brokerage Account within ten (10) business days following the later of: (a) the date of entry of the New York Judgment; or (b) the date Defendants’ Counsel receives written instruction from Plaintiffs’ Lead Counsel identifying the New York Brokerage Account and all necessary information for transferring the Successor Entity New York Settlement Shares to the New York Brokerage Account.

V. USE OF SETTLEMENT FUND

9. The New York Settlement Fund shall be used to pay: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any attorneys’ fees and/or Litigation Expenses awarded by the Court from the New York Settlement Fund; and (iv) any other costs or fees approved by the Court. The balance remaining in the New York Settlement Fund (including, if applicable, the net cash proceeds from the sale of any New York Class Settlement Shares deposited into the New York Escrow Account in accordance with the terms of this Stipulation), that is, the Net Settlement Fund, shall be distributed to eligible Settlement Class Members or DTC Participants (for the benefit of eligible Settlement Class Members) pursuant to the proposed Plan of Allocation set forth in the Notice or such other plan of allocation approved by the Court.

10. Except as provided herein or pursuant to orders of the Court, the New York Net Settlement Fund shall remain in the New York Escrow Account prior to the Effective Date. All funds held by the New York Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court. The New York Escrow Agent shall invest any funds in the New York 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 New York Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the New York Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States.

11. The Parties agree that the New York Settlement Fund is intended to be a qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1 and that Plaintiffs' Lead Counsel, as administrators of the New York Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the New York Settlement Fund. Plaintiffs' Lead Counsel shall also be responsible for causing payment to be made from the New York Settlement Fund of any Taxes owed with respect to the Settlement Fund. The Released Defendants' Persons shall not have any liability or responsibility for any such Taxes. Upon written request, Defendants will provide to Plaintiffs' Lead Counsel the statement described in Treasury Regulation § 1.468B-3(e). Plaintiffs' Lead Counsel, as administrators of the New York Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a "relation back election," as described in Treasury Regulation § 1.468B-1(j),

to cause the qualified settlement fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

12. All Taxes shall be paid out of the New York Settlement Fund, and shall be timely paid, or caused to be paid, by Plaintiffs' Lead Counsel and without further order of the Court. Any tax returns prepared for the New York Settlement Fund (as well as the election set forth therein) shall be consistent with the previous paragraph and in all events shall reflect that all Taxes on the income earned by the New York Settlement Fund shall be paid out of the New York Settlement Fund as provided herein.

13. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, Defendants, the other Released Defendants' Persons, Defendants' insurance carriers, and any other person or entity who or which paid any portion of the New York Settlement Consideration shall not have any right to the return of the New York Settlement Fund or any portion thereof for any reason whatsoever, including the inability to locate Settlement Class Members or the failure of Settlement Class Members or DTC Participants to deposit settlement funds distributed by the Settlement Administrator.

14. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiffs' Lead Counsel may pay from the New York Settlement Fund, without further approval from Defendants or further order of the Court, all Notice and 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 New York Escrow Agent. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs paid or incurred, including any related fees, shall not be returned or repaid to Defendants, any of the other Released Defendants' Persons, or any other person or entity who or which paid any portion of the New York Settlement Consideration.

VI. ATTORNEYS' FEES AND LITIGATION EXPENSES

15. In connection with the Settlement, Plaintiffs' Counsel will apply to the Court for an award of attorneys' fees and payment of Litigation Expenses (the "**Fee and Expense Award**") to be paid solely from (and out of) the New York Settlement Fund. Plaintiffs' Counsel's application for a Fee and Expense Award is not the subject of any agreement among the Parties other than what is set forth in this Stipulation.

16. Any Fee and Expense Award shall be paid proportionally from the New York Cash Settlement Fund and the New York Settlement Shares (or the net proceeds from the sale of the New York Settlement Shares). Any Fee and Expense Award shall be paid to Plaintiffs' Lead Counsel either (a) if paid from (and out of) the New York Cash Settlement Fund, immediately upon the Fee and Expense Award; or (b) if paid from (and out of) the New York Settlement Shares, immediately upon the Fee and Expense Award or, if the New York Settlement Shares have not yet been delivered to the New York Brokerage Account at the time of the Fee and Expense Award, immediately upon the delivery of the New York Settlement Shares to the New York Brokerage Account in accordance with the terms of this Stipulation, notwithstanding any appeals or potential for appeal from the Fee and Expense Award, timely filed objections to the Fee and Expense Award, or collateral attack on the Settlement or any part of the Settlement.

17. The payment of the Fee and Expense Award is subject to Plaintiffs' Counsel's obligation to make appropriate refunds or repayments to the New York 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 twenty-five (25) business days after: (a) receiving from Defendants' Counsel notice of the termination of the Settlement; or (b) any order reducing or reversing the Fee and Expense Award has become Final. With respect to any portion of Plaintiffs' Counsel's Fee and Expense Award paid in New York Settlement Shares, any repayment shall be net of the cost of liquidating or selling such shares. In the event the New York Settlement Shares are liquidated, in lieu of returning the portion of the New York Settlement Shares paid to Plaintiffs' Counsel as part of the Fee and Expense Award, Plaintiffs' Counsel may repay the net cash proceeds from the sale of any such New York Settlement Shares.

18. Any Fee and Expense Award is not a necessary term of this Stipulation and is not a condition of the Settlement embodied herein. Neither Plaintiffs nor Plaintiffs' Counsel may cancel or terminate the Settlement based on this Court's or any appellate court's ruling with respect to any Fee and Expense Award.

19. Plaintiffs' Lead Counsel shall allocate the attorneys' fees awarded amongst Plaintiffs' Counsel in a manner which they, in their discretion, believe reflects the contributions of such counsel to the institution, prosecution, and settlement of the Action. The Released Defendants' Persons shall have no responsibility for or liability whatsoever with respect to the allocation of any Fee and Expense Award amongst Plaintiffs' Counsel.

VII. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR APPROVAL

20. As soon as practicable after execution of this Stipulation, Plaintiffs shall apply to the Court for entry of the Preliminary Approval Order, substantially in the form attached hereto as

Exhibit A, providing for, among other things: (a) the dissemination by mail (or email) of the Notice; (b) the publication of the Summary Notice; and (c) the scheduling of the New York Settlement Hearing to consider: (1) final approval of the proposed Settlement; (2) the request that the New York Judgment, substantially in the form attached hereto as **Exhibit B**, be entered by the Court; (3) Plaintiffs' Counsel's application for a Fee and Expense Award and approval of the proposed Plan of Allocation, and (4) any objections to any of the foregoing. The Parties shall take all reasonable and appropriate steps to seek and obtain entry of the Preliminary Approval Order. The date and time of the New York Settlement Hearing set by the Court in Preliminary Approval Order may be changed by the Court without further written notice to the Settlement Class.

21. The Parties shall request at the New York Settlement Hearing that the Court approve the Settlement and enter the New York Judgment, substantially in the form attached hereto as **Exhibit B**. The Parties shall take all reasonable and appropriate steps to obtain entry of the New York Judgment.

VIII. SETTLEMENT ADMINISTRATION

22. Plaintiffs shall retain a Settlement Administrator to provide notice of the Settlement and for the disbursement of the New York Net Settlement Fund to eligible Settlement Class Members and/or DTC Participants (for the benefit of eligible Settlement Class Members). Defendants and the other Released Defendants' Persons shall not have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Settlement Administrator.

23. Defendants shall cooperate with Plaintiff in providing notice of the Settlement and administering the Settlement, including, but not limited to, providing the information required under Paragraphs 24 and 25 below.

24. For purposes of providing notice of the Settlement to potential Settlement Class Members, within ten (10) business days after the Court's entry of the Preliminary Approval Order,

Defendants shall cause to be provided to Plaintiffs' Lead Counsel in an electronically searchable form, such as Microsoft Excel, the stockholder register from FinServ's and Katapult's transfer agent(s) containing the names, mailing addresses and, if available, email addresses for registered holders of FinServ Class A common stock as of May 11, 2021 who were eligible to vote at FinServ's June 7, 2021 special meeting.

25. For purposes of distributing the New York Net Settlement Fund to eligible Settlement Class Members, no later than five (5) business days prior to the New York Settlement Hearing, Defendants, at no cost to the New York Settlement Fund, Plaintiffs' Counsel, or the Settlement Administrator, shall cause to be provided to the Settlement Administrator or Plaintiffs' Lead Counsel in an electronically searchable form, such as Microsoft Excel, the following information:

(a) for each of the registered holders of FinServ common stock as of the closing of the de-SPAC as of as of May 11, 2021 and who were eligible to vote at FinServ's June 7, 2021 special meeting, the number of such shares that they held that were eligible to vote;

(b) a list of the Excluded Persons and, to the extent available, a list of the Redeeming Stockholders, and for each of the Excluded Persons and the Redeeming Stockholders:

(i) an indication of whether the Excluded Person or the Redeeming Stockholder was, as of the closing of the de-SPAC Transaction on June 9, 2021, either (x) a record holder of FinServ Class A common stock or (y) a beneficial holder of FinServ Class A common stock whose shares were held via a financial institution on behalf of the Excluded Person or the Redeeming Stockholder;

(ii) the number of shares of FinServ Class A common stock owned by the Excluded Person or the Redeeming Stockholder as of the closing of the de-SPAC Transaction on June 9, 2021 ("**Excluded Shares**"); and (iii) for each of the Excluded Stockholders and the Redeeming Stockholders that is

a beneficial holder of FinServ Class A common stock, the name and “DTC Number” of the financial institution where their Excluded Shares were held and the Excluded Stockholder’s or the Redeeming Stockholder’s account number at such financial institution.

26. At the request of Plaintiffs’ Lead Counsel, Defendants will use reasonable best efforts to provide such additional information or documentation as may be required to distribute the New York Net Settlement Fund to eligible Settlement Class Members and not to Excluded Persons or Redeeming Stockholders.

27. Excluded Stockholders and Redeeming Stockholders shall not have any right to receive any part of the New York Settlement Fund for his, her, or its own account(s) (*i.e.*, accounts in which he, she, or it holds a proprietary interest, but not including accounts managed on behalf of others), 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.

28. The New York Net Settlement Fund shall be distributed to eligible Settlement Class Members and/or DTC Participants (for the benefit of eligible Settlement Class Members) in accordance with the proposed Plan of Allocation set forth in the Notice or such other plan of allocation as may be approved by the Court. The Plan of Allocation proposed in the Notice is not a necessary term of the Settlement or of this Stipulation, and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. Plaintiffs and Plaintiffs’ Counsel may not cancel or terminate the Settlement (or this Stipulation) based on this Court’s or any appellate court’s ruling with respect to the Plan of Allocation or any other plan of allocation in this Action. Defendants and the other Released Defendants’ Persons shall not object

in any way to the Plan of Allocation or any other plan of allocation in this Action and shall not have any involvement with the application of the Court-approved plan of allocation.

29. The New York Net Settlement Fund shall be distributed to eligible Class Members only after the Effective Date of the Settlement and after: (i) all Notice and Administration Costs, all Taxes, and any Fee and Expense Award have been paid from the New York Settlement Fund or reserved; and (ii) the Court has entered an order authorizing the specific distribution of the New York Net Settlement Fund (the “**Class Distribution Order**”). At such time that Plaintiffs’ Lead Counsel, in their sole discretion, deem it appropriate to move forward with the distribution of the New York Net Settlement Fund to the Settlement Class, Plaintiffs’ Lead Counsel shall apply to the Court, on notice to Defendants’ Counsel, for the Class Distribution Order.

30. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Settlement Class Members. Plaintiffs, Defendants, and the other Released Defendants’ Persons and their respective counsel, shall have no liability whatsoever for the investment or distribution of the New York Settlement Fund or the New York Net Settlement Fund; the determination, administration, or calculation of any payment from the New York Net Settlement Fund; the nonperformance of the Settlement Administrator or a nominee holding shares of FinServ or Katapult common stock; the payment or withholding of Taxes (including interest and penalties) owed by the New York Settlement Fund; or any losses incurred in connection with any of the foregoing.

31. 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.

IX. CONDITIONS OF SETTLEMENT

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

(a) the Court has entered the Preliminary Approval Order, substantially in the form attached hereto as **Exhibit A**;

(b) the New York Cash Settlement Amount (including any additional cash consideration paid in lieu of Settlement Shares) has been timely paid into the Escrow Account as required by the terms of this Stipulation;

(c) The New York Settlement Shares have been timely issued and delivered to the New York Brokerage Account as required by the terms of this Stipulation;

(d) Defendants have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation;

(e) Plaintiffs have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation;

(f) the Court has approved the Settlement as described herein, following notice to the Settlement Class and a hearing, and entered the New York Judgment, substantially in the form attached hereto as **Exhibit B**; and

(g) the New York Judgment has become Final.

33. Upon the occurrence of the Effective Date, any and all remaining interest or right of Defendants or their insurance carriers in or to the New York Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

X. TERMINATION OF SETTLEMENT; EFFECT OF TERMINATION

34. Plaintiffs and Defendants (provided Defendants unanimously agree amongst themselves) shall each have the right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so ("**Termination Notice**") to the other Parties within thirty (30) calendar days of: (a) the Court's final refusal to enter the Preliminary Approval Order in any material respect and such final refusal decision has become Final; (b) the Court's final refusal to

approve the Settlement or any material part thereof and such final refusal decision has become Final; (c) the Court's final refusal to enter the New York Judgment in any material respect as to the Settlement and such final refusal decision has become Final; or (d) the date upon which an order modifying or reversing the New York Judgment in any material respect becomes Final. In addition to the foregoing, Plaintiffs shall have the unilateral right to terminate the Settlement and this Stipulation, by providing written notice of his election to do so to Defendants within thirty (30) calendar days of any failure by Defendants to timely deliver any portion of the New York Settlement Consideration. However, any decision or proceeding, whether in this Court or any appellate court, with respect to an application by Plaintiffs' Counsel for attorneys' fees and Litigation Expenses or with respect to any plan of allocation, shall not be considered material to the Settlement, shall not affect the finality of the Judgment, and shall not be grounds for termination of the Settlement. In addition to the foregoing, Defendants shall also have the right to terminate the Settlement in the event the Opt-Out Threshold (as defined in a Confidential Supplemental Agreement between the Parties) has been reached.

35. If (i) Plaintiffs exercise their right to terminate the Settlement as provided in this Stipulation; or (ii) Defendants exercise their right to terminate the Settlement as provided in this Stipulation, then:

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

(b) Plaintiffs and Defendants shall revert to their respective positions in the Action as of immediately prior to the execution of the Settlement Term Sheet on May 20, 2024;

(c) The terms and provisions of this Stipulation, with the exception of this Paragraph 35 and Paragraphs 14, 16, 36, and 58 of this Stipulation, shall have no further force and

effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*; and

(d) Within twenty-five (25) business days after joint written notification of termination is sent by Defendants' Counsel and Plaintiffs' Lead Counsel to the New York Escrow Agent, (i) the New York Cash Settlement Fund, including, if applicable, the net cash proceeds from the sale of any New York Class Settlement Shares (including accrued interest thereon and change in value as a result of the investment of the cash held in the New York Escrow Account), less any Notice and Administration Costs actually incurred, paid, or payable and less any Taxes paid, due, or owing, shall be refunded by the New York Escrow Agent to Defendants (or such other persons or entities as Defendants may direct); and (ii) if applicable, any New York Class Settlement Shares shall be returned to Katapult (or the cash value thereof as determined by the VWAP formula described above); and

(e) Any Fee and Expense Award paid to Plaintiffs' Lead Counsel shall be refunded in accordance with Paragraph 17 above. Such payments may be refunded in cash at Plaintiffs' Lead Counsel's election.

XI. NO ADMISSION OF WRONGDOING

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

(a) shall be offered against any of the Released Defendants' Persons as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendants' Persons with respect to the truth of any fact alleged by Plaintiffs or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Released Defendants' Persons or in any way referred to for any other reason as against any of the Released Defendants' Persons, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

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

(c) shall be construed against any of the Released Persons as an admission, concession, or presumption that the consideration to be given hereunder represents the consideration which could be or would have been achieved after trial; *provided, however*, that if this Stipulation is approved by the Court, the Parties and the Released Persons and their respective

counsel may refer to it to effectuate the protections from liability granted under this Stipulation or otherwise to enforce the terms of the Settlement.

XII. MISCELLANEOUS PROVISIONS

37. All of the Exhibits attached hereto are incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, if there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any Exhibit attached hereto, the terms of the Stipulation shall prevail.

38. Each of the Defendants warrants that, as to the payments made or to be made on behalf of him, her, or it, at the time of entering into this Stipulation and at the time of such payment he, she, or it, or to the best of his, her, or its knowledge, any persons or entities contributing to the payment of the New York Settlement Consideration were not insolvent, nor will the payment required to be made by or on behalf of them render them insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof. This representation is made by each of the Defendants and not by their counsel.

39. In the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the New York Cash Settlement Fund or issuance or delivery of any New York Settlement Shares or any portion thereof by or on behalf of Defendants to be a preference, voidable transfer, fraudulent transfer, or similar transaction and any portion of the New York Cash Settlement Fund and/or the New York Settlement Shares is required to be returned, and such amount is not promptly deposited into the New York Cash Settlement Fund by others and/or the equivalent value of such New York Settlement Shares is not replaced by others, then, at the election of Plaintiffs, Plaintiffs and Defendants shall jointly move the Court to vacate and set aside the Releases given and the New York Judgment entered in favor of Defendants and the other Released Persons pursuant to this Stipulation, in which event the Releases and the New York

Judgment shall be null and void, and the Parties shall be restored to their respective positions in the Action as provided in Paragraph 35 above and any cash amounts in the New York Escrow Account and, if applicable, any previously issued New York Settlement Shares (less any Taxes paid, due, or owing with respect to the New York Settlement Fund, less any Notice and Administration Costs actually incurred, paid, or payable, and less the cost of liquidating or selling any New York Settlement Shares) shall be returned as provided in Paragraph 35 above.

40. The 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 Settlement Class Members against Defendants with respect to the Released Plaintiffs' Claims. Accordingly, Plaintiffs and their counsel and Defendants and their counsel agree not to assert in any forum that this Action was brought by Plaintiffs or defended by Defendants in bad faith or without a reasonable basis. The Parties agree that New York Settlement Consideration and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties, and reflect the Settlement that was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

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

and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

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

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

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

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

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

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

48. This Stipulation and its Exhibits constitute the entire agreement among the Parties concerning the Settlement and this Stipulation and its Exhibits. Each Party acknowledges that no other agreements, representations, warranties, or inducements have been made by any Party

concerning this Stipulation or its Exhibits other than those contained and memorialized in such documents.

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

50. This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of the Parties, and the Released Persons, and any corporation, partnership, or other entity into or with which any Party may merge, consolidate, or reorganize. The Parties acknowledge and agree, for the avoidance of doubt, that the Released Defendants' Persons and the Released Plaintiffs' Persons are intended beneficiaries of this Stipulation and are entitled to enforce the Releases contemplated by the Settlement.

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

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

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

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

55. Plaintiffs' Lead Counsel and Defendants' 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 (including, but not limited to, using their best efforts to resolve any objections raised to the Settlement), and to use best efforts to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

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

If to Plaintiffs or Plaintiffs' Lead
Counsel:

Wolf Haldenstsein Adler Freeman & Herz LLP
Attn: Matthew M. Guiney, Esq.
270 Madison Avenue
New York, NY 10016
(212) 545-4600
guiney@whafh.com

If to Defendants:

Cooley LLP
Attn: Aric H. Wu, Esq.
55 Hudson Yards
New York, NY 10001
(212) 479-6000
ahwu@cooley.com

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

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

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

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

IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of July 3, 2024.

[Signatures Beginning on Next Page]

**WOLF HALDENSTEIN ADLER
FREEMAN & HERZ LLP**

/s/ Matthew M. Guiney

Matthew M. Guiney
270 Madison Avenue
New York, NY 10016
(212) 545-4600

*Lead Counsel for Plaintiffs
and the Settlement Class*

Brian Schall (Pro Hac Vice forthcoming)

THE SCHALL LAW FIRM
2049 Century Park East, Suite 2460
Los Angeles, California 90067
Telephone: (424) 303-1964
brian@schallfirm.com

Additional Counsel for Plaintiffs

COOLEY LLP

/s/ Aric H. Wu

Aric H. Wu
Brian M. French
55 Hudson Yards
New York, NY 10001
(212) 479-6000

Koji Fukumura
10265 Science Center Drive
San Diego, CA 92121
(858) 550-6000

Attorneys for Defendants

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

<p>GINA McINTOSH, Individually and On Behalf of All Others Similarly Situated,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">vs.</p> <p>KATAPULT HOLDINGS, INC., LEE EINBINDER, HOWARD KURZ, ORLANDO ZAYAS, KARISSA CUPITO and DEREK MEDLIN</p> <p style="text-align: center;">Defendants.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Case No. 1:21-cv-07251 (AS)</p> <p>[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT AND PROVISION OF NOTICE</p> <p>EXHIBIT A</p>
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WHEREAS, an action is pending before this Court entitled *McIntosh v. Katapult Holdings, Inc., et al.*, No. 1:21-cv-07251 (the “Action”);

WHEREAS, Plaintiffs having applied, pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the settlement of this Action, in accordance with a Stipulation and Agreement of Settlement dated July 3, 2024 (the “Stipulation”), which, together with the Exhibits annexed thereto and a separate Supplemental Agreement Regarding Requests for Exclusion executed between the Plaintiffs and the Defendants (the “Supplemental Agreement”), sets forth the terms and conditions for a proposed settlement of the Action and for dismissal of the Action with prejudice upon the terms and conditions set forth therein; and the Court having read and considered the Stipulation and the Exhibits annexed thereto; and

WHEREAS, unless otherwise defined, all terms used herein have the same meanings as set forth in the Stipulation.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Court preliminarily certifies, solely for purposes of effectuating the proposed Settlement, a Settlement Class consisting of all persons and entities that (i) purchased or otherwise acquired Katapult securities (common stock and warrants) between June 15, 2021 and August 9, 2021 (both dates inclusive) and/or (ii) beneficially owned and/or held common stock of FinServ as of May 11, 2021 and were eligible to vote at FinServ's June 7, 2021 special meeting. Excluded from the Settlement Class are (i) Katapult, Orlando Zayas, Karissa Cupito, Derek Medlin, Lee Einbinder, Howard Kurz, Robert Matza, Diane B. Glossman, Aris Kekedjian, and FinServ Holdings; (ii) any person who was an officer or director of FinServ Holdings or FinServ between November 5, 2019 and June 9, 2021; (iii) any person who was an officer or director of Katapult between May 18, 2021 and August 10, 2021; (iv) the immediate family members, meaning the parents, spouse, siblings, or children, of any of the foregoing persons; (v) any trusts, estates, entities, or accounts that held FinServ or Katapult shares for the benefit of the foregoing persons or entities; and (vi) the legal representatives, heirs, successors-in-interest, successors, transferees, and assigns of the foregoing persons or entities. Also excluded from the Settlement Class is any Person who timely and validly seeks exclusion from the Settlement Class.

2. Solely for purposes of the proposed Settlement of this Action, the Court finds that each element required for certification of the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure has been met: (a) the members of the Settlement Class are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Settlement Class which predominate over any individual questions; (c) the claims of Plaintiffs in the Action are typical of the claims of the Settlement Class; (d) Plaintiffs and Plaintiffs' Lead Counsel have and will fairly and adequately represent and protect the interests of

the Settlement Class; (e) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting only individual Settlement Class Members; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the Action. The Court hereby finds and concludes that pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, Lead Plaintiff Matis Nayman and additional plaintiff, Felipe de Castro Luna (collectively, the “Plaintiffs”) are adequate class representatives and certifies them as Class Representatives for the Settlement Class. The Court also appoints Plaintiffs’ Lead Counsel as Class Counsel for the Settlement Class, pursuant to Rule 23(g) of the Federal Rules of Civil Procedure.

3. On a preliminary basis, the Settlement appears to be fair, reasonable, and adequate. The Settlement: (a) resulted from arm’s-length negotiations overseen by an experienced mediator; and (b) is sufficient to warrant (i) notice thereof as set forth below; and (ii) a full hearing on the Settlement. Accordingly, the Court hereby preliminarily approves the Stipulation and the Settlement set forth therein, subject to further consideration at the Settlement Hearing described below.

4. A hearing (the “Settlement Hearing”) shall be held before this Court on _____, 2024, at _:_ .m. [a date that is at least 120 days after entry of this Order], at the United States District Court, Southern District of New York, Courtroom 17D, 500 Pearl Street, New York, NY 10007, or remotely per details that will be made publicly available on the Settlement website (www.Katapult-FinServSecuritiesLitigation.com) in advance of the Settlement Hearing, for the following purposes:

- (a) to determine whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court;

- (b) to determine whether the New York Judgment as provided under the Stipulation should be entered, dismissing the Second Amended Complaint on the merits and with prejudice, and to determine whether the release by the Settlement Class of the Released Defendants' Persons as set forth in the Stipulation, should be ordered, along with a permanent injunction barring efforts to bring any Released Claims or Released Defendants' Claims extinguished by the Settlement;
- (c) to determine whether the proposed Plan of Allocation for the distribution of the Settlement Fund is fair and reasonable and should be approved by the Court;
- (d) to consider the application of Plaintiffs' Lead Counsel on behalf of all Plaintiffs' Counsel for an award of attorneys' fees and expenses, and any application for an award to the Plaintiffs;
- (e) to consider Settlement Class Members' objections to the Settlement, Plan of Allocation or application for attorneys' fees and expenses; and
- (f) to rule upon such other matters as the Court may deem appropriate.

5. The Court may adjourn the Settlement Hearing without further notice to the Settlement Class Members, and reserves the right to approve the Settlement with such modifications as may be agreed upon or consented to by the parties and without further notice to the Settlement Class where to do so would not impair Settlement Class Members' rights in a manner inconsistent with Rule 23 and due process of law. The Court further reserves the right to enter the New York Judgment approving the Settlement and dismissing the Second Amended

Complaint, on the merits and with prejudice, regardless of whether it has approved the Plan of Allocation or awarded attorneys' fees and expenses or made awards to the Plaintiffs.

6. The Court approves, as to form and content, the Notice of Pendency and Proposed Settlement of Class Action (the "Notice"), the Proof of Claim and Release form (the "Proof of Claim"), and the Summary Notice, annexed hereto as Exhibits A-1, A-2, and A-3, respectively, and finds that the mailing and distribution of the Notice and publishing of the Summary Notice, substantially in the manner and form set forth in ¶¶9-12 of this Order, meet the requirements of Rule 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

7. The firm of JND Legal Administration ("Claims Administrator") is hereby appointed to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below.

8. Katapult shall provide, or cause to be provided, to Plaintiffs' Lead Counsel, or the Claims Administrator, within ten (10) business days after the Court enters this Order, documentation or data in the possession of Katapult or its stock transfer agent sufficient to identify, to the extent available, the record holders of common stock of FinServ as of May 11, 2021 and their last known addresses or other similar information.

9. Plaintiffs' Lead Counsel, through the Claims Administrator, shall commence mailing the Notice and Proof of Claim, substantially in the forms annexed hereto, within twenty (20) business days following entry of this Order (the "Notice Date"), by first-class mail to all Settlement Class Members who can be identified with reasonable effort, and cause the Notice and Proof of Claim to be posted on the Settlement website at www.Katapult-FinServSecuritiesLitigation.com.

10. Not later than ten (10) business days after the Notice Date, the Claims Administrator shall cause the Summary Notice, substantially in the form annexed hereto, to be published once in *GlobeNewswire*.

11. At least seven (7) calendar days prior to the Settlement Hearing, Plaintiffs' Lead Counsel shall serve on Defendants' Counsel and file with the Court proof, by affidavit or declaration, of such mailing and publishing.

12. Nominees who purchased or acquired Katapult common stock and warrants for the beneficial ownership of Settlement Class Members during the period between June 15, 2021 and August 9, 2021, inclusive, or who beneficially owned and/or held common stock of FinServ as of May 11, 2021 and were eligible to vote at FinServ's June 7, 2021 special meeting, shall (a) within seven (7) calendar days of receipt of the Notice and the Proof of Claim ("Notice Packet"), request from the Claims Administrator sufficient copies of the Notice Packet to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notice Packets forward them to all such beneficial owners; or (b) within seven (7) calendar days of receipt of the Notice Packet, send a list of the names and addresses of all such beneficial owners to the Claims Administrator, in which event the Claims Administrator shall promptly mail the Notice Packet to such beneficial owners. Upon full compliance with these instructions, including the timely mailing of the Notice to beneficial owners, such nominees may seek reimbursement of their reasonable expenses actually incurred in complying with these instructions in an amount not to exceed \$0.10 plus postage at the current pre-sort rate used by the Claims Administrator per Notice Packet; or \$0.05 per Notice Packet transmitted by email; or \$0.05 per name, mailing address, and email address (to the extent available) provided to the Claims Administrator, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is

sought and reflecting compliance with these instructions, including timely mailing of the Notice, if the nominee elected or elects to do so. Such properly documented expenses incurred by nominees in compliance with the terms of these instructions will be paid from the Settlement Fund, subject to further order of this Court with respect to any dispute concerning such compensation.

13. In order to be entitled to participate in the recovery from the Settlement Fund after the Effective Date, each Settlement Class Member shall take the following action and be subject to the following conditions:

- (a) A properly completed and executed Proof of Claim must be submitted to the Claims Administrator, at the post office box or electronic mailbox indicated in the Notice and Proof of Claim, postmarked no later than one hundred and twenty (120) calendar days after the Notice Date. Such deadline may be further extended by Order of the Court. Each Proof of Claim shall be deemed to have been submitted when legibly postmarked (if properly addressed and mailed by first-class mail). Any Proof of Claim submitted in any other manner shall be deemed to have been submitted when it was actually received by the Claims Administrator at the address designated in the Notice.
- (b) The Proof of Claim submitted by each Settlement Class Member must satisfy the following conditions: (i) it must be properly filled out, signed and submitted in a timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must be accompanied by adequate supporting documentation for the transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized

statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by the Claims Administrator, or Plaintiffs' Lead Counsel; (iii) if the person executing the Proof of Claim is acting in a representative capacity, a certification of his or her current authority to act on behalf of the Settlement Class Member must be provided with the Proof of Claim; and (iv) the Proof of Claim must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

- (c) Once the Claims Administrator has considered a timely submitted Proof of Claim, it shall determine whether such claim is valid, deficient or rejected. For each claim determined to be either deficient or rejected, the Claims Administrator shall send a deficiency letter or rejection letter as appropriate, describing the basis on which the claim was so determined. Persons who timely submit a Proof of Claim that is deficient or otherwise rejected shall be afforded a reasonable time (at least twenty (20) calendar days) to cure such deficiency if it shall appear that such deficiency may be cured.
- (d) For the filing of and all determinations concerning their Proof of Claim, each Settlement Class Member shall submit to the jurisdiction of the Court.

14. Any Settlement Class Member who does not timely submit a valid Proof of Claim shall be barred from sharing in the distribution of the proceeds of the Settlement Fund, but will in all other respects be subject to and bound by the provisions of the Stipulation and the New York Judgment, if entered. Notwithstanding the foregoing, Plaintiffs' Lead Counsel shall have the

discretion (but not an obligation) to accept late-submitted claims for processing by the Claims Administrator so long as distribution of the Settlement Fund to Authorized Claimants is not materially delayed thereby, but will bear no liability for failing to accept such late claims.

15. Any Settlement Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. If they do not enter an appearance, they will be represented by Plaintiffs' Lead Counsel.

16. All Settlement Class Members shall be bound by all determinations and judgments in this Action, whether favorable or unfavorable, unless such persons request to be excluded, or "opt out," from the Settlement Class. A Settlement Class Member wishing to be excluded from the Settlement Class must submit to the Claims Administrator a request for exclusion ("Request for Exclusion"), by first-class mail, or otherwise hand-deliver it, such that it is received no later than twenty-one (21) calendar days prior to the Settlement Hearing to the address listed in the Notice. A Request for Exclusion must be signed and must legibly state: (a) the name, address, and telephone number of the person requesting exclusion; (b) the number of Katapult common stock shares and/or warrants that the person requesting exclusion (i) owned as of the opening of trading on June 15, 2021 and (ii) purchased, acquired and/or sold during the period between June 15, 2021 and August 9, 2021, inclusive, as well as the number of shares/warrants, dates and prices for each such purchase, acquisition and sale; (c) the number of shares of FinServ common stock that the person owned and/or held as of May 11, 2021; and (d) that the person wishes to be excluded from the Settlement Class in *McIntosh v. Katapult Holdings, Inc., et al.*, No. 1:21-cv-07251. All persons who submit valid and timely Requests for Exclusion in the manner set forth in this paragraph shall have no rights under the Stipulation, shall not share in the distribution of the Settlement Fund, and shall not be bound by the Stipulation or any final judgment. Unless otherwise ordered by the

Court, any Settlement Class Member who does not submit a valid and timely written Request for Exclusion as provided by this paragraph shall be bound by the Stipulation.

17. The Claims Administrator or Plaintiffs' Lead Counsel shall cause to be provided to Defendants' Counsel copies of all Requests for Exclusion at least fourteen (14) calendar days before the Settlement Hearing.

18. No later than seven (7) calendar days before the Settlement Hearing, the Claims Administrator or Plaintiffs' Lead Counsel shall file a list of all Persons who have submitted a timely Request for Exclusion with its determinations as to whether any Request for Exclusion was not submitted timely.

19. The Court will consider comments or objections to the Settlement, the Plan of Allocation, or Plaintiffs' Lead Counsel's request for an award of attorneys' fees and expenses, including an award to the Plaintiffs under 15 U.S.C. §78u-4(a)(4), only if such comments or objections and any supporting papers are submitted to the Court either by mailing them to the Clerk of the Court of Judge Katharine H. Parker, United States District Court, Southern District of New York, Courtroom 17D, 500 Pearl Street, New York, NY 10007, or by filing them in person at any location of the United States District Court for the Southern District of New York. Such comments or objections must be received or filed, not simply postmarked, at least twenty-one (21) calendar days prior to the Settlement Hearing. Attendance at the Settlement Hearing is not necessary but any Person wishing to be heard orally in opposition to the Settlement, the Plan of Allocation, or the application for attorneys' fees and expenses or awards to the Plaintiffs is required to indicate in their written objection whether they intend to appear at the Settlement Hearing. The notice of objection must (a) include documentation establishing the objecting Person's membership in the Settlement Class, including (i) the number of Katapult common stock and/or

warrants that the objecting person owned as of the opening of trading on June 15, 2021; (ii) the number of Katapult common stock and/or warrants that the person purchased, acquired and/or sold during the period between June 15, 2021 and August 9, 2021, inclusive, as well as the dates and prices for each such purchase, acquisition or sale; and (iii) the number of shares of FinServ common stock that the person owned and/or held as of May 11, 2021; and (b) contain a statement of reasons for the objection, including whether it applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class. The objection must identify all other class action settlements the objector or his, her or its counsel has previously objected to; copies of any papers, briefs, or other documents upon which the objection is based; and the objector's signature, even if represented by counsel. Any Settlement Class Member who does not make his, her or its objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the Settlement as set forth in the Stipulation, to the Plan of Allocation, or to the award of attorneys' fees and expenses to Plaintiffs' Lead Counsel, or awards to the Lead Plaintiff, unless otherwise ordered by the Court. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

20. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

21. All opening briefs and supporting documents in support of the Settlement, the Plan of Allocation, and any application by Plaintiffs' Lead Counsel for attorneys' fees and expenses and awards to the Plaintiffs shall be filed and served no later than thirty-five (35) calendar days

before the Settlement Hearing. Replies to any objections shall be filed and served at least seven (7) calendar days prior to the Settlement Hearing.

22. The Released Defendants' Persons shall have no responsibility for the Plan of Allocation or any application for attorneys' fees or expenses submitted by Plaintiffs' Lead Counsel, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to the Plan of Allocation or any application for attorneys' fees or expenses, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Stipulation, or affect or delay the finality of the New York Judgment approving the Stipulation and the settlement of the Action.

23. At or after the Settlement Hearing, the Court shall determine whether the Plan of Allocation proposed by Plaintiffs' Lead Counsel, and any application for attorneys' fees or payment of expenses shall be approved.

24. All reasonable expenses incurred in identifying and notifying Settlement Class Members, as well as administering the Settlement Fund, shall be paid as set forth in the Stipulation.

25. Neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by the Defendants of the truth of any of the allegations in the Action, or of any liability, fault, or wrongdoing of any kind.

26. If the Stipulation and the Settlement set forth therein is terminated as provided in the Supplemental Agreement, or is otherwise not approved or consummated for any reason whatsoever, the Stipulation and Settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the Settling Parties *status quo ante*.

27. Pending final determination of whether the proposed Settlement should be approved, neither the Plaintiffs, nor any Settlement Class Member, directly or indirectly, representatively, or in any other capacity, shall commence or prosecute against any of the Released Defendants' Persons any action or proceeding in any court or tribunal asserting any of the Released Claims.

28. The Court's orders entered during this Action relating to the confidentiality of information shall survive this Settlement.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE KATHARINE H. PARKER
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A-1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GINA McINTOSH, Individually and On Behalf
of All Others Similarly Situated,

Plaintiff,

vs.

KATAPULT HOLDINGS, INC., LEE
EINBINDER, HOWARD KURZ, ORLANDO
ZAYAS, KARISSA CUPITO and
DEREK MEDLIN

Defendants.

Case No. 1:21-cv-07251 (AS)

**NOTICE OF PENDENCY AND PROPOSED
SETTLEMENT OF CLASS ACTION**

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights may be affected by the above-captioned class action lawsuit pending in this Court (the “Action”) if you (i) purchased or otherwise acquired Katapult securities between June 15, 2021 and August 9, 2021 (both dates inclusive) and/or (ii) beneficially owned and/or held common stock of FinServ as of May 11, 2021 and were eligible to vote at FinServ’s June 7, 2021 special meeting and were allegedly damaged thereby (the “Settlement Class”).

NOTICE OF SETTLEMENT: Please also be advised that the Lead Plaintiff Matis Nayman and additional plaintiff, Felipe de Castro Luna (collectively, the “Plaintiffs” for the purposes of the Settlement) on behalf of themselves and all other members of the Settlement Class (as defined in ¶1 below), have reached a proposed settlement of the Action for a total of \$2,500,000 in total settlement value—with \$1,775,000 paid in cash and the remainder paid in either shares of freely-tradeable Katapult common stock or additional cash to settle all of the Plaintiffs’ and the Settlement Class’s known and unknown claims against Defendants on the following terms (the “Settlement”).

This Notice explains important rights you may have, including your possible receipt of cash from the Settlement.¹ Your legal rights will be affected whether or not you act. Please read this Notice carefully!

1. **Description of the Action and the Settlement Class:** This Notice relates to a proposed Settlement of a class action lawsuit pending against Katapult Holdings, Inc. (“Katapult”), Orlando Zayas, Karissa Cupito, Derek Medlin, Lee Einbinder, and Howard Kurz (“**Defendants**”). Defendants are collectively, with Plaintiffs, the “Settling Parties.” The proposed Settlement, if approved by the Court, will apply to the following Settlement Class (the “**Settlement Class**”): all persons and entities that (a) purchased or otherwise acquired Katapult securities (common stock and warrants) between June 15, 2021 and August 9, 2021, both dates inclusive (the “**Settlement**

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation and Agreement of Settlement dated July 3, 2024 (the “Stipulation”), which is available on the Settlement website www.Katapult-FinServSecuritiesLitigation.com.

Class Period”), and/or (b) beneficially owned and/or held common stock of FinServ as of May 11, 2021 and were eligible to vote at FinServ’s June 7, 2021 special meeting. Excluded from the Settlement Class are: (i) Katapult, Orlando Zayas, Karissa Cupito, Derek Medlin, Lee Einbinder, Howard Kurz, Robert Matza, Diane B. Glossman, Aris Kekedjian, and FinServ Holdings LLC (“**FinServ Holdings**”); (ii) any person who was an officer or director of FinServ Holdings or FinServ Acquisition Corp. (“**FinServ**”) between November 5, 2019 and June 9, 2021; (iii) any person who was an officer or director of Katapult between May 18, 2021 and August 10, 2021; (iv) the immediate family members, meaning the parents, spouse, siblings, or children, of any of the foregoing persons; (v) any trusts, estates, entities, or accounts that held FinServ or Katapult shares for the benefit of the foregoing persons or entities; (vi) the legal representatives, heirs, successors-in-interest, successors, transferees, and assigns of the foregoing persons or entities. Also excluded from the Settlement Class will be any Person who timely and validly seeks exclusion from the Settlement Class. Anyone with questions as to whether or not they are excluded from the Settlement Class may call the Claims Administrator toll-free at 844-552-0057.

2. **Statement of Settlement Class’s Recovery:** Subject to Court approval, and as described more fully in ¶¶26-31, 47-53 below, Plaintiffs, on behalf of the Settlement Class, have agreed to settle all Released Plaintiffs’ Claims (as defined in ¶52 below) against Defendants and other Released Defendant Persons (as defined in ¶54 below) in exchange for a settlement payment for \$2,500,000 in total settlement value—with \$1,775,000 paid in cash and the remainder paid in either shares of freely-tradeable Katapult common stock or additional cash (combined, the “**Settlement Amount**”) to be deposited into an escrow account. The Net Settlement Fund (the Settlement Fund less Taxes and Tax Expenses, Notice and Administration Expenses, and attorneys’ fees and litigation expenses and awards to the Plaintiffs) will be distributed in accordance with a plan of allocation (the “**Plan of Allocation**”) that will be approved by the Court and will determine how the Settlement Fund shall be distributed to members of the Settlement Class. The Plan of Allocation is a basis for determining the relative positions of Settlement Class Members for purposes of allocating the Settlement Fund. The proposed Plan of Allocation is included in this Notice and may be modified by the Court without further notice.

3. **Statement of Average Distribution Per Security:** The Settlement Fund consists of the \$2.5 million total Settlement Amount plus interest earned. Assuming all potential Settlement Class Members elect to participate, the estimated average recovery is \$.09 per damaged security before fees and expenses. Settlement Class Members may recover more or less than this amount depending on, among other factors, the aggregate value of the Recognized Claims represented by valid and acceptable Claim Forms as explained in the Plan of Allocation below; when their securities were purchased or acquired and the price at the time of purchase or acquisition; whether the securities were sold, and if so, when they were sold and for how much. In addition, the actual recovery of Settlement Class Members may be further reduced by the payment of fees and costs from the Settlement Fund, as approved by the Court.

4. **Statement of the Parties’ Position on Damages:** Defendants deny all claims of wrongdoing, deny that they engaged in any wrongdoing, deny that they are liable to Plaintiffs and/or the Settlement Class and deny that Plaintiffs or other members of the Settlement Class suffered any injury. Moreover, the parties do not agree on the amount of recoverable damages if Plaintiffs were to prevail on each of the claims. The issues on which the parties disagree include, but are not limited to: (1) whether Defendants made any statements or omitted any facts that were materially false or misleading, or otherwise actionable under the federal securities laws; (2) whether any such allegedly materially false or misleading statements or omissions were made

with the required level of intent or recklessness; (3) the amounts by which the prices of Katapult securities were allegedly artificially inflated during the Settlement Class Period; (4) whether all or part of the damages allegedly suffered by members of the Settlement Class were caused by economic conditions or factors other than the allegedly false or misleading statements or omissions; and (5) whether or not Defendants’ allegedly false and misleading statements proximately caused the losses suffered by the Settlement Class.

5. **Statement of Attorneys’ Fees and Expenses Sought:** Lead Counsel will apply to the Court, on behalf of all Plaintiffs’ Counsel, for an award of attorneys’ fees from the Settlement Fund of no more than 33.3% of the Settlement Amount, plus interest earned at the same rate and for the same period as earned by the Settlement Fund. In addition, Lead Counsel also will apply to the Court for payment from the Settlement Fund for Plaintiffs’ Counsel’s litigation expenses (reasonable expenses or charges of Plaintiffs’ Counsel in connection with commencing and prosecuting the Action), in a total amount not to exceed \$60,000 plus interest earned at the same rate and for the same period as earned by the Settlement Fund and for all reasonable costs associated with this Notice. If the Court approves Lead Counsel’s fee and expense application, the estimated average cost per damaged security is \$.03. In addition, Lead Counsel may apply for awards to Plaintiffs in connection with their representation of the Settlement Class in an amount not to exceed \$10,000, combined.

6. **Identification of Attorneys’ Representatives:** Plaintiffs and the Settlement Class are being represented by Wolf Haldenstein Adler Freeman & Herz LLP (“Wolf Haldenstein”) as Lead Counsel and the Schall Law Firm (“Schall”) as Additional Counsel. Any questions regarding the Settlement should be directed to Matthew M. Guiney, Wolf Haldenstein Adler Freeman & Herz LLP, 270 Madison Avenue, New York, NY 10016, (212) 545-4773, guiney@whafh.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
DO NOTHING	Get no payment. Remain a Settlement Class Member. Give up your rights.
REMAIN A MEMBER OF THE CLASS AND SUBMIT A CLAIM FORM POSTMARKED NO LATER THAN [____], 202__	This is the only way to be potentially eligible to receive a payment. If you wish to obtain a payment as a member of the Settlement Class, you will need to file a claim form (the “Claim Form” or “Proof of Claim Form”), which is included with this Notice, postmarked no later than _____, 202__.
EXCLUDE YOURSELF FROM THE CLASS (OPT OUT) BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS <i>RECEIVED</i> NO LATER THAN [____], 202__	Receive no payment pursuant to this Settlement. This is the only option that allows you to ever potentially be part of any other lawsuit against any of the Defendants or the other Released Defendants’ Persons concerning the Released Plaintiffs’ Claims. Should you elect to exclude yourself from the Settlement Class, you should understand that Defendants and the other Released Defendants’ Persons will have the right to assert any and all defenses they may have to any claims that you may seek to assert, including, without limitation, the defense that any such claims are untimely under applicable statutes of limitations and statutes of repose.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
<p>OBJECT TO THE SETTLEMENT SO THAT IT IS RECEIVED NO LATER THAN [____], 202__</p>	<p>Write to the Court about your view on the Settlement, the Plan of Allocation, or the request for attorneys’ fees and litigation expenses, or why you don’t think the Settlement, the Plan of Allocation, and/or the request for attorneys’ fees and litigation expenses is fair to the Settlement Class.</p> <p>If you do not exclude yourself from the Settlement Class, you may object to the Settlement, the Plan of Allocation, or the request for attorneys’ fees and litigation expenses. You must still submit a Claim Form in order to be potentially eligible to receive any money from the Settlement Fund.</p>
<p>GO TO THE HEARING ON [____], 202__, AT __:__.m., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN [____], 202__</p>	<p>Ask to speak in Court about the fairness of the Settlement, the proposed Plan of Allocation, or the request for attorneys’ fees and litigation expenses.</p>

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WHY DID I GET THIS NOTICE?

7. The purpose of this Notice is to inform you about: (a) this Action, (b) the terms of the proposed Settlement, and (c) your rights in connection with a hearing to be held before the United States District Court, Southern District of New York (the “Court”), on _____, 202__, at _____.m., to consider the fairness, reasonableness, and adequacy of the Settlement and related matters. This Notice also describes the steps to be taken by those who wish to be excluded from the Settlement Class and, for those who remain Settlement Class Members, the steps necessary to seek to be potentially eligible to share in the distribution of the Settlement Fund in the event the Settlement is approved by the Court.

8. A class action is a type of lawsuit in which the claims of a number of individuals are resolved together, thus providing the class members with both consistency and efficiency. In a class action lawsuit, the Court selects one or more people, known as class representatives, to sue on behalf of all people with similar claims, commonly known as the class or the class members. (For more information on excluding yourself from the Settlement Class, please read “What If I Do Not Want To Be A Part Of The Settlement? How Do I Exclude Myself?” located below.)

9. The Court in charge of this case is the United States District Court for the Southern District of New York, and the case is known as *McIntosh v. Katapult Holdings, Inc., et al.*, No. 1:21-cv-07251. The judge presiding over this case is the Honorable Arun Subramanian, United States District Judge. The people who are suing are called the Plaintiffs, and those who are being sued are called Defendants. In this case, the Defendants are Defendants Katapult Holdings Inc., (“Katapult,” or the “Company”) f/k/a FinServ Acquisition Corp. (“FinServ”), Orlando Zayas, Karissa (Long) Cupito, Derek Medlin, Lee Einbinder and Howard Kurz.

10. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The purpose of this Notice is to inform you of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Settlement if you wish to do so. It also is being sent to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the proposed Settlement, the proposed Plan of Allocation, and the application by Lead Counsel for attorneys’ fees and litigation expenses (the “Settlement Hearing”).

11. The Settlement Hearing will be held on _____, 202__, at _____ .m., before the Honorable Arun Subramanian, at the United States District Court, Southern District of New York, Courtroom 15A, 500 Pearl Street, New York, NY 10007, or remotely per details that will be made publicly available on the Settlement website ([Katapult-FinServSecuritiesLitigation.com](https://www.Katapult-FinServSecuritiesLitigation.com)) in advance of the Settlement Hearing, for the following purposes:

- (a) to determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate and should be approved by the Court;
- (b) to determine whether the New York Judgment as provided for under the Stipulation and Agreement of Settlement dated July 3, 2024 (the “Stipulation”) should be entered;
- (c) to determine whether the proposed Plan of Allocation for the net proceeds of the Settlement is fair and reasonable and should be approved by the Court;

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- (d) to determine whether the application by Plaintiffs' Lead Counsel for an award of attorneys' fees and litigation expenses should be approved; and
- (e) to rule upon such other matters as the Court may deem appropriate.

12. This Notice does not express any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement, payments to Authorized Claimants will be made after any appeals are resolved, and after the completion of all claims processing. This process takes time. Please be patient.

WHAT IS THIS CASE ABOUT? WHAT HAS HAPPENED SO FAR?

13. This Action arises under Sections 10(b), 14(a), and 20(a) of the Securities Exchange Act of 1934, and alleges that during the Settlement Class Period, Defendants Katapult, Orlando Zayas, Karissa (Long) Cupito, Derek Medlin, Lee Einbinder and Howard Kurz made materially false and misleading statements about Katapult's financial prospects.

14. Plaintiffs allege that the misrepresentations or omissions of this information artificially inflated the price of Katapult's securities (common stock and warrants) and that, when the true facts were revealed, the artificial inflation was removed from the price of Katapult's securities, causing the price to drop and damage to Settlement Class Members.

15. In addition, Plaintiffs allege that the Proxy that FinServ filed on May 18, 2021 in connection with the business combination between FinServ and Katapult failed to disclose critical information about Katapult's "waterfall" arrangement with prime lenders, including that prime lenders could decide to extend credit to customers with lower credit ratings that Katapult had projected would be in its customer pool, restricting the flow of the waterfall of customers to Katapult, and that the waterfall was Katapult's only way to grow its customer base.

16. On August 21, 2021, plaintiff Gina McIntosh filed the initial complaint in this action. ECF No. 1. On May 26, 2022, the Court appointed Matis Nayman as Lead Plaintiff, and approved his selection of Wolf Haldenstein Adler Freeman & Herz LLP ("Wolf Haldenstein") as Plaintiffs' Lead Counsel. ECF No. 40. Following Plaintiffs' Lead Counsel's appointment, Plaintiffs' Lead Counsel conducted a comprehensive investigation into Defendants' allegedly wrongful acts, which included, among other things: (1) reviewing and analyzing (a) FinServ's and Katapult's filings with the U.S. Securities and Exchange Commission ("SEC"), (b) public reports, press releases, blog posts, and news articles concerning FinServ and Katapult, (c) FinServ's and Katapult's investor call transcripts; and (2) retaining and working with a private investigator who conducted an investigation that involved, *inter alia*, contacting former Katapult employees and other sources of relevant information. Plaintiffs' Lead Counsel also consulted with a damages and loss causation expert. On November 10, 2022, Lead Plaintiffs filed and served the 71-page operative Second Amended Complaint based on information from the foregoing investigation. ECF No. 59.

17. On January 9, 2023, Defendants filed a motion to dismiss, and, in the alternative, a motion to strike the Second Amended Complaint. ECF Nos. 65–70. Lead Plaintiffs filed their oppositions to each of those motions on March 6, 2023, withdrawing their claims against defendant Medlin. ECF Nos. 77, 78. On April 11, 2023, Defendants filed their replies. ECF Nos. 79 and 80. On August 8, 2023, United States District Judge J. Paul Oetken of the United States District Court for the Southern District of New York denied Defendants' motion to strike and granted in

part and denied in part Defendants' motion to dismiss. In that decision, the Court dismissed Plaintiffs' Section 10(b) and Rule 10b-5 claim, the 20(a) claim based thereon, as well as defendants Cupito and Medlin.

18. On December 18, 2023, Plaintiffs' Lead Counsel and Defendants' Counsel participated in a full-day mediation session with Ms. Michelle Yoshida. In advance of that session, the Parties exchanged, and provided to Ms. Yoshida, detailed mediation statements and exhibits, which addressed the issues of both liability and damages.

19. The mediation was conducted on the same day as, and in coordination with, the mediation of a case in a related action, *In re FinServ Acquisition Corp. SPAC Litigation*, No. 2022-0755-PAF ("**Delaware Action**"), pending in Delaware Chancery Court.

20. The session ended without any final agreement being reached.

21. Thereafter, Ms. Yoshida conducted further discussions with the Parties, which culminated in Ms. Yoshida making a mediator's recommendation to resolve this New York Action for total settlement consideration consisting of a \$1,775,000 cash component and a \$725,000 additional component comprised of Katapult common stock and/or cash.

22. The Parties subsequently accepted Ms. Yoshida's recommendation. The agreement in principle to settle the Action that was memorialized in a term sheet (the "**Term Sheet**"), which was fully executed as of May 20, 2024, following significant additional negotiation. The Term Sheet sets forth, *inter alia*, Lead Plaintiffs' agreement to settle and release all claims asserted against Defendants in return for \$1,775,000 of the cash component and \$725,000 of the additional component, subject to certain terms and conditions and the execution of a customary "long form" stipulation and agreement of settlement. Following extensive negotiations, on July 3, 2024, the Parties executed the Stipulation.

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

23. If you are a member of the Settlement Class, you are subject to the Settlement unless you timely request to be excluded. The Settlement Class consists of all persons and entities that (a) purchased or otherwise acquired Katapult securities between June 15, 2021 and August 9, 2021, both dates inclusive, and/or (b) held FinServ common stock as of May 11, 2021 and were eligible to vote at FinServ's June 7, 2021 special meeting. Excluded from the Settlement Class are (i) Katapult, Orlando Zayas, Karissa Cupito, Derek Medlin, Lee Einbinder, Howard Kurz, Robert Matza, Diane B. Glossman, Aris Kekedjian, and FinServ Holdings; (ii) any person who was an officer or director of FinServ Holdings or FinServ between November 5, 2019 and June 9, 2021; (iii) any person who was an officer or director of Katapult between May 18, 2021 and August 10, 2021; (iv) the immediate family members, meaning the parents, spouse, siblings, or children, of any of the foregoing persons; (v) any trusts, estates, entities, or accounts that held FinServ or Katapult shares for the benefit of the foregoing persons or entities; and (vi) the legal representatives, heirs, successors-in-interest, successors, transferees, and assigns of the foregoing persons or entities. Also excluded from the Settlement Class will be any Person who timely and validly seeks exclusion from the Settlement Class. Anyone with questions as to whether or not they are excluded from the Settlement Class may call the Claims Administrator toll-free at 844-552-0057. (See "What If I Do Not Want To Be A Part Of The Settlement? How Do I Exclude Myself?" below.)

RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU ARE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU WISH TO BE POTENTIALLY ELIGIBLE TO RECEIVE A DISTRIBUTION OF THE SETTLEMENT PROCEEDS, YOU MUST COMPLETE, SIGN AND SUBMIT THE ENCLOSED CLAIM FORM POSTMARKED NO LATER THAN [_____] , 202__.

WHAT ARE PLAINTIFFS' REASONS FOR THE SETTLEMENT?

24. Plaintiffs and Plaintiffs' Lead Counsel believe that the claims asserted against Defendants have merit. Plaintiffs and Plaintiffs' Lead Counsel recognize, however, the expense and length of continued proceedings necessary to pursue their claims against Defendants through trial and appeals, as well as the difficulties in establishing liability and damages. Plaintiffs and Plaintiffs' Lead Counsel have considered the amount of the Settlement, as well as the uncertain outcome and risk in complex lawsuits like this one. Such risks include, among others, the risk that Plaintiffs would be unsuccessful in proving that Defendants' alleged misstatements were materially false and misleading, made with scienter (that is, the requisite state of mind), or caused compensable damages to the Settlement Class.

25. In light of the amount of the Settlement and the immediacy of recovery to the Settlement Class, Plaintiffs and Plaintiffs' Lead Counsel believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Settlement Class. Plaintiffs and Plaintiffs' Lead Counsel believe that the Settlement provides a substantial benefit now, namely a value of \$1.775 million in cash and \$725,000 in cash or stock (less the various deductions described in this Notice), as compared to the risk that the claims would produce a smaller recovery, or no recovery, after summary judgment, trial and appeals, possibly years in the future as well as the risks associated with Katapult's financial position.

26. Defendants have denied and continue to deny each and all of the claims alleged by Plaintiffs in the Action. Defendants expressly have denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. Defendants also have denied and continue to deny, among other things, the allegations that Plaintiffs or the Settlement Class have suffered any damage, and that Plaintiffs or the Settlement Class were harmed by the conduct alleged in the Action.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

27. If there were no Settlement and Plaintiffs failed to establish any essential legal or factual element of the alleged claims, neither Plaintiffs nor the Settlement Class would recover anything from Defendants. Additionally, if Defendants were successful in proving any of their defenses, the Settlement Class likely would recover substantially less than the amount provided in the Settlement, or nothing at all.

HOW MUCH WILL MY PAYMENT BE?

28. Defendants have agreed to cause to be paid a settlement worth a total value of Two Million, Five Hundred Thousand Dollars (\$2,500,000.00), with \$1,775,000 to be paid in cash into escrow for the benefit of the Settlement Class, and the remaining \$725,000 to be paid in cash or

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stock. At this time, it is not possible to make any determination as to how much individual Settlement Class Members may receive from the Settlement. Plaintiffs have proposed a plan for allocating these amounts to those Settlement Class Members who timely submit valid Proof of Claim Forms. The Plan of Allocation proposed by Plaintiffs is set forth below, and additional information is available on the website created for purposes of this Settlement, www.Katapult-FinServSecuritiesLitigation.com.

29. All members of the Settlement Class who fail to timely submit an acceptable Claim Form by the deadline set by the Court, or such other deadline as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments pursuant to the Settlement, but will in all other respects be subject to and bound by the terms of the Settlement, including Settlement Class Members' release of all Released Claims.

30. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any member of the Settlement Class.

31. The Plan of Allocation set forth below is the proposed plan submitted by Plaintiffs and Plaintiffs' Lead Counsel for the Court's approval. The Court may approve this plan as proposed or it may modify it without further notice to the Settlement Class.

32. Each claimant shall be deemed to have submitted to the jurisdiction of the United States District Court for the Southern District of New York with respect to his, her, or its Claim Form.

33. Persons and entities that exclude themselves from the Settlement Class will not be eligible to receive a distribution from the Settlement Fund and shall not submit Proof of Claim Forms.

PLAN OF ALLOCATION

34. The objective of the Plan of Allocation is to equitably distribute the settlement proceeds to those Settlement Class Members who suffered economic losses as a proximate result of the alleged wrongdoing. In developing the Plan of Allocation, Plaintiffs' damages expert calculated the potential amount of estimated alleged artificial inflation in Katapult securities which allegedly was proximately caused by Defendants' alleged false and misleading statements and material omissions. In calculating the estimated alleged artificial inflation allegedly caused by Defendants' alleged misrepresentations and omissions, Plaintiffs' damages expert considered the market and industry adjusted price changes in the price of Katapult securities following certain corrective disclosures regarding Katapult and the allegations in the operative complaint.

35. The calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that Settlement Class Members might have been able to recover after a trial. Nor are the calculations pursuant to the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The computations under the Plan of Allocation are only a method to weigh the claims of Authorized Claimants against one another for the purposes of making *pro rata* allocations of the Settlement Fund.

CALCULATION OF RECOGNIZED LOSS AMOUNTS

Calculation of Recognized Loss Amounts for Settlement Class Members with 10(b) Claims

36. In order to have recoverable damages under Section 10(b) of the Exchange Act during the Settlement Class Period, a disclosure of the alleged truth omitted or concealed by the misrepresentations must be the cause of the decline in the price of Katapult securities. In this case, Plaintiffs allege that Defendants made false statements and omitted material facts during the Settlement Class Period, which had the effect of artificially inflating or maintaining inflation in the price of Katapult securities. Plaintiffs further allege that corrective disclosures removed artificial inflation from the price of Katapult securities on August 10, 2021. Thus, for a Settlement Class Member to have a Recognized Loss Amount in Katapult securities under the Plan of Allocation, Katapult securities must have been purchased or acquired during the Settlement Class Period and held as of the close of business on August 9, 2021

37. Based on the formulas set forth below, a “Recognized Loss Amount” will be calculated for each purchase or acquisition of Katapult securities during the Settlement Class Period that is listed in the Proof of Claim and Release form and for which adequate documentation is provided. In the calculations below, if a Recognized Loss Amount calculates to a negative number, that Recognized Loss Amount shall be zero. Any transactions in Katapult securities executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session for the U.S. financial markets.

38. The allocation below is based on the following inflation per share amounts for Settlement Class Period securities purchases and sales as well as the “90-day look back” provision of the Private Securities Litigation Reform Act of 1995 (“PSLRA”). The limitations on the calculation of the Recognized Loss Amount imposed by the PSLRA are applied such that losses on Katapult securities purchased during the Settlement Class Period and held as of the close of the 90-day period subsequent to the Settlement Class Period (the “90-Day Lookback Period”) cannot exceed the difference between the purchase price paid for such security and its average price during the 90-Day Lookback Period. The Recognized Loss on Katapult securities purchased during the Settlement Class Period and sold during the 90-Day Lookback Period cannot exceed the difference between the purchase price paid for such security and its rolling average price during the portion of the 90-Day Lookback Period elapsed as of the date of sale.

Table A – 90-Day Lookback Value – Common Stock

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- c. For each share of Katapult common stock purchased/acquired during the Settlement Class Period that was still held as of the close of trading on November 5, 2021, the Recognized Loss Amount per share is 50% of *the lesser of*:
 - i. \$5.30 per share; or
 - ii. the purchase price *minus* the average closing price for Katapult common stock during the 90-Day Lookback Period for common stock, which is \$4.89 per share².
- d. For each share of Katapult common stock purchased after August 9, 2021, the Recognized Loss Amount per share is \$0.

Table B – 90-Day Lookback Value – Warrants

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² Pursuant to Section 21(D)(e)(1) of the Private Securities Litigation Reform Act of 1995, “in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated.” \$4.89 per share was the mean (average) daily closing trading price of the Company’s common stock during the 90-day period beginning on August 10, 2021 through and including November 5, 2021.

- d. For each share of Katapult warrant purchased after August 9, 2021, the Recognized Loss Amount per share is \$0.

Calculation of Recognized Loss Amount for Settlement Class Members with Section 14(a) Claims

41. In order to have recoverable damages under Section 14(a) of the Exchange Act, Settlement Class Members must have held FinServ common stock as of May 11, 2021; were eligible to vote at FinServ's June 7, 2021 special meeting; and subsequently exchanged these shares for Katapult common stock. The Recognized Loss Amount per share shall be calculated as follows:

- a) For shares sold during the period June 7, 2021 through August 9, 2021 inclusive, the Recognized Loss Amount is \$10.05 per share minus the sale price per share.
- b) For shares held as of the close of trading on August 9, 2021 the Recognized Loss per share is \$5.79 per share⁴.

ADDITIONAL PROVISIONS

42. The Settlement Fund will be allocated among all Authorized Claimants based on the amount of each Authorized Claimant's Recognized Loss (defined below). Common stock eligible for the 10(b) Claim are not eligible for the 14(a) Claim and vice-versa.

43. If a Settlement Class Member has more than one purchase/acquisition or sale of Katapult securities, purchases/acquisitions and sales shall be matched on a First In, First Out ("FIFO") basis. Settlement Class Period sales will be matched first against any holdings of the same type of security at the beginning of the Settlement Class Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Settlement Class Period. A Claimant's "Recognized Loss" under the Plan of Allocation shall be the sum of his, her, or its Recognized Loss Amounts.

44. The Settlement Fund will be distributed to Authorized Claimants on a pro rata basis based on the relative size of their Recognized Losses. Specifically, a "Distribution Amount" will be calculated for each Authorized Claimant, which shall be the Authorized Claimant's Recognized Loss divided by the total Recognized Losses of all Authorized Claimants, multiplied by the total amount in the Settlement Fund. If any Authorized Claimant's Distribution Amount calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to such Authorized Claimant.

45. Purchases or acquisitions and sales of Katapult securities shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. The receipt or grant by gift, inheritance or operation of law of Katapult securities during the Settlement Class Period shall not be deemed a purchase, acquisition or sale of Katapult securities for the calculation of an Authorized Claimant's Recognized Loss Amount, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of any Katapult securities.

Company's warrants during the 90-day period beginning on August 10, 2021 through and including on November 5, 2021.

⁴ This represents the difference between \$10.05 per share less the "Holding Value" of \$4.26 per share of Katapult common stock held as of the close of trading on August 10, 2021.

46. The date of covering a “short sale” is deemed to be the date of purchase or acquisition of the Katapult securities. The date of a “short sale” is deemed to be the date of sale of the Katapult securities. Under the Plan of Allocation, however, the Recognized Loss Amount on “short sales” is zero. In the event that a claimant has an opening short position in Katapult securities, the earliest Settlement Class Period purchases or acquisitions of Katapult securities shall be matched against such opening short position, and not be entitled to a recovery, until that short position is fully covered.

47. Option contracts are not securities eligible to participate in the Settlement. With respect to Katapult securities purchased or sold through the exercise of an option, the purchase/sale date of the securities is the exercise date of the option and the purchase/sale price of the securities is the exercise price of the option.

48. After the initial distribution of the Settlement Fund, the Claims Administrator shall make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the fund within a reasonable time after the initial distribution, if Plaintiffs’ Lead Counsel, in consultation with the Claims Administrator, determine that it is cost-effective to do so, the Claims Administrator shall conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks and who would receive at least \$10.00 on such additional re-distributions may occur thereafter if Plaintiffs’ Lead Counsel, in consultation with the Claims Administrator, determine that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective.

49. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, shall be conclusive against all Authorized Claimants. No Person shall have any claim against the Plaintiffs, the Settlement Class, Plaintiffs’ Counsel, Released Defendants’ Persons Parties, Defendants’ Counsel, or the Claims Administrator based on distributions made substantially in accordance with the Settlement, the Stipulation, the Plan of Allocation, or otherwise as further ordered by the Court. The Plaintiffs, Defendants, their respective counsel, Plaintiffs’ damages expert, and all other releasees, including the Released Defendants’ Persons, shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund, the Settlement Fund, the Plan of Allocation, or the determination, administration, calculation, or payment of any Claim Form or nonperformance of the Claims Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

50. The Plan of Allocation set forth herein is the plan that is being proposed to the Court for its approval by Plaintiffs after consultation with its damages expert. The Court may approve this plan as proposed or it may modify the Plan of Allocation without further notice to the Settlement Class. Any orders regarding any modification of the Plan of Allocation will be posted on the Settlement website.

WHAT RIGHTS AM I GIVING UP BY AGREEING TO THE SETTLEMENT?

51. If the Settlement is approved, the Court will enter a judgment (the “New York Judgment”). The New York Judgment will dismiss with prejudice the claims against Defendants

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and will provide that Plaintiffs and all other Released Plaintiffs' Persons shall have waived, released, discharged, and dismissed each and every one of the Released Claims, including Unknown Claims, against each and every one of the Released Defendants' Persons and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Claims against any and all of the Released Defendants' Persons, whether or not they execute and deliver the Claim Form or share in the Settlement Fund. Claims to enforce the terms of the Settlement are not released.

52. "Released Plaintiffs' Claims" means all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, and demands of every nature and description, whether or not currently asserted, whether known claims or Unknown Claims, suspected, existing, or discoverable, whether arising under federal, state, common, or foreign law, whether based in contract, tort, statute, law, equity, or otherwise (including, but not limited to, federal and state securities laws), that Plaintiffs or any other Settlement Class Member (i) asserted in the Second Amended Complaint; or (ii) could have asserted in the Second Amended Complaint or in any other court, tribunal, proceeding, or other forum that relate to the purchase or other acquisition of Katapult securities between June 15, 2021 and August 9, 2021, both dates inclusive, or the proxy vote (and information provided in advance of the proxy vote) held at FinServ's June 7, 2021 special meeting, and are based on, arise out of, or relate to the same set of operative facts as those set forth in the Second Amended Complaint, including but not limited to (A) any statements, representations, misrepresentations, or omissions in the Proxy, or (B) Katapult's financial projections between June 15, 2021 and August 9, 2021 (both dates inclusive). Notwithstanding the foregoing, "Released Plaintiffs' Claims" does not include claims relating to the enforcement of the Settlement.

53. "Released Defendants' Claims" means all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, and demands of every nature and description, whether or not currently asserted, whether known claims or Unknown Claims, suspected, existing, or discoverable, whether arising under federal, state, common, or foreign law, whether based in contract, tort, statute, law, equity, or otherwise, that arise out of or are based upon the institution, prosecution, or settlement of the claims against Defendants, except for (i) any claims relating to the enforcement of the Settlement or (ii) any claims against any Person who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.

54. "Released Defendants' Persons" means Defendants, FinServ, FinServ Holdings, Keys Merger Sub 1, Inc., Keys Merger Sub 2, LLC, and any and all of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, managers, partners, limited partners, general partners, stockholders, representatives, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, estates, administrators, predecessors, successors, assigns, insurers, and reinsurers.

55. "Released Plaintiffs' Persons" means Plaintiffs, all other Settlement Class Members, Plaintiffs' Lead Counsel, and any and all of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, managers, partners, limited partners, general partners, stockholders, representatives, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial

bankers, agents, heirs, executors, trustees, personal representatives, estates, administrators, predecessors, successors, assigns, insurers, and reinsurers.. Released Plaintiffs' Persons does not include any Person who timely and validly seeks exclusion from the Settlement Class.

56. "Unknown Claims" means (i) any Released Plaintiffs' Claims that Plaintiffs or any other Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendants' Persons, and (ii) any Released Defendants' Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiffs' Persons, 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 any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, the Parties shall expressly, and by operation of the New York Judgment, each member of the Settlement Class 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.

57. The New York Judgment also will provide that Defendants shall be deemed to have waived, released, discharged, and dismissed as against the Released Plaintiffs' Persons all Released Defendants' Claims, which include all claims and causes of action of every nature and description, including both known claims and Unknown Claims, whether arising under federal, state, common or foreign law, or any other law, that Defendants could have asserted against any of the Released Plaintiffs Persons, including Plaintiffs' Counsel, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims in the Action, except for claims relating to the enforcement of the Settlement.

**WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING?
HOW WILL THE LAWYERS BE PAID?**

58. Plaintiffs' Counsel have not received any payment for their services in pursuing claims against Defendants on behalf of the Settlement Class, nor have Plaintiffs' Counsel been paid for their expenses. Before final approval of the Settlement, Plaintiffs' Lead Counsel intends to apply to the Court for an award of attorneys' fees on behalf of all Plaintiffs' Counsel (Wolf Haldenstein and Schall Law Firm) from the Settlement Fund of no more than 33.3% of the Settlement Amount, plus interest. At the same time, Plaintiffs' Lead Counsel also intends to apply for payment from the Settlement Fund for Plaintiffs' Counsel's litigation expenses in a total amount not to exceed \$60,000, plus interest. The Court will determine the amount of the award of fees and expenses. Plaintiffs' Lead Counsel may apply for awards to Plaintiffs in connection with their representation of the Settlement Class. Such sums as may be approved by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

**HOW DO I PARTICIPATE IN THE SETTLEMENT?
WHAT DO I NEED TO DO?**

59. If you fall within the definition of the Settlement Class as described above, and you are not excluded by the definition of the Settlement Class and you do not elect to exclude yourself from the Settlement Class, then you are a Settlement Class Member, and you will be bound by the proposed Settlement if the Court approves it, and by any judgment or determination of the Court affecting the Settlement Class. If you are a Settlement Class Member, you must submit a Claim Form and supporting documentation to establish your potential entitlement to share in the proceeds of the Settlement. A Claim Form is included with this Notice, or you may go to the website maintained by the Claims Administrator for the Settlement to request that a Claim Form be mailed to you. The website is www.Katapult-FinServSecuritiesLitigation.com. You may also request a Claim Form by calling toll-free 844-552-0057. Those who exclude themselves from the Settlement Class, and those who do not submit timely and valid Claim Forms with adequate supporting documentation, will not be entitled to share in the proceeds of the Settlement unless otherwise ordered by the Court. Please retain all original records of your ownership of, or transactions in the shares, as they may be needed to document your claim.

60. As a Settlement Class Member, for purposes of the Settlement, you are represented by Plaintiffs, and Plaintiffs' Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf.

61. If you do not wish to remain a Settlement Class Member, you may exclude yourself from the Settlement Class by following the instructions in the section entitled, "What If I Do Not Want To Be A Part Of The Settlement? How Do I Exclude Myself?" below. If you exclude yourself from the Settlement Class, you will not be eligible to receive any benefit from the Settlement and you should not submit a Claim Form but you will retain the right to be a part of any other lawsuit against any of the Released Defendants Persons with respect to any of the Released Plaintiffs' Claims.

62. If you wish to object to the Settlement or any of its terms, the proposed Plan of Allocation, or Plaintiffs' Lead Counsel's application for attorneys' fees and litigation expenses, and if you do not exclude yourself from the Settlement Class, you may present your objections by following the instructions in the section entitled, "When And Where Will The Court Decide Whether To Approve The Settlement?" below. If you exclude yourself from the Settlement Class, you are not entitled to submit an objection.

**WHAT IF I DO NOT WANT TO BE A PART OF THE SETTLEMENT?
HOW DO I EXCLUDE MYSELF?**

63. Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit concerning the Settlement, whether favorable or unfavorable, unless such person or entity mails, by first-class mail (or its equivalent outside the U.S.), or otherwise delivers a written request for exclusion from the Settlement Class, addressed to *Katapult Securities Litigation*, ATTN: EXCLUSION REQUEST, c/o JND Legal Administration, PO Box 91340, Seattle, WA 98111. The exclusion request must be *received* no later than [REDACTED], 202[REDACTED]. Each request for exclusion must clearly indicate the name, address and telephone number of the person or entity seeking exclusion, that the sender requests to be excluded from the Settlement Class in *McIntosh*

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v. Katapult Holdings, Inc., et al., No. 1:21-cv-07251, and must be signed by such person. Such persons or entities requesting exclusion are also directed to provide the following information: (1) the number of Katapult securities that the Person requesting exclusion (i) owned as of the opening of trading on June 15, 2021; and (ii) purchased, acquired and/or sold from June 15, 2021 through August 9, 2021, inclusive, as well as the number of shares, dates and prices for each such purchase, acquisition and sale; and/or (2) the number of FinServ common stock that the Person requesting exclusion beneficially owned as of May 11, 2021 rendering them eligible to vote at FinServ's June 7, 2021 special meeting. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated above, or the exclusion is otherwise accepted by the Court. Should you elect to exclude yourself from the Settlement Class, you should understand that Defendants and the other Released Defendants' Persons will have the right to assert any and all defenses they may have to any claims that you may seek to assert, including, without limitation, the defense that any such claims are untimely under applicable statutes of limitations and statutes of repose.

64. If you do not want to be part of the Settlement Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Released Claim against any of the Released Defendants' Persons. Excluding yourself from the Settlement Class is the only option that allows you to be part of any other current or future lawsuit against Defendants or any of the other Released Defendant Persons concerning the Released Claims. Please note, however, if you decide to exclude yourself from the Settlement Class, you may be time-barred from asserting the claims covered by the Action by a statute of limitations and/or statute of repose.

65. If you ask to be excluded, do not submit a Claim Form because you cannot receive any payment from the Settlement Fund. If a person or entity requests to be excluded from the Settlement Class, that person or entity will not receive any benefit provided for in the Stipulation.

66. If the requests for exclusion from the Settlement exceed a certain amount, as set forth in a separate confidential supplemental agreement between Plaintiffs and Defendants (the "Supplemental Agreement"), Defendants shall have, in their discretion, the option to terminate the Settlement in accordance with the procedures set forth in the Supplemental Agreement.

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE
THE SETTLEMENT? DO I HAVE TO COME TO THE HEARING?
MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?**

67. **If you do not wish to object in person to the proposed Settlement, the proposed Plan of Allocation, and/or the application for attorneys' fees and litigation expenses, you do not need to attend the Settlement Hearing. You can object to or participate in the Settlement without attending the Settlement Hearing.**

68. The Settlement Hearing will be held on _____, 202__, at _____ .m., before the Honorable Katharine H. Parker, at the United States District Court, Southern District of New York, Courtroom 17D, 500 Pearl Street, New York, NY 10007, or remotely per details that will be made publicly available on the Settlement website (www.Katapult-FinServSecuritiesLitigation.com) in advance of the Settlement Hearing. The Court reserves the right to approve the Settlement or the Plan of Allocation, Plaintiffs' Lead Counsel's motion for an award of attorneys' fees and expenses, and/or any other matter related to

the Settlement at or after the Settlement Hearing without further notice to the members of the Settlement Class.

69. Any Settlement Class Member who does not request exclusion such that it is received no later than _____, 202__, may object to the Settlement, the Plan of Allocation, or Lead Counsel's request for an award of attorneys' fees and litigation expenses.⁵ You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

70. Any objection to the proposed Settlement must be in writing. All written objections and supporting papers must (a) clearly identify the case name and number (*McIntosh v. Katapult Holdings, Inc., et al.*, No. 1:21-cv-07251 (AS)), (b) be submitted to the Court either by mailing them to the Clerk of the Court, United States District Court, Southern District of New York, Courtroom 17D, 500 Pearl Street, New York, NY 10007, or by filing them in person at any location of the United States District Court for the Southern District of New York, and (c) be received or filed on or before _____, 202__.

71. The notice of objection must include documentation establishing the objecting person's membership in the Settlement Class, including (1) the number of Katapult securities that the objecting person (i) owned as of the opening of trading on June 15, 2021, and (ii) purchased, acquired and/or sold during the Settlement Class Period, as well as the dates and prices for each such purchase, acquisition and sale, and/or (2) the number of FinServ common stock that the objecting person beneficially owned as of May 11, 2021 rendering them eligible to vote at FinServ's June 7, 2021 special meeting. The notice of objection must also contain a statement of reasons for the objection, copies of any papers, briefs, or other documents upon which the objection is based, a statement of whether the objector intends to appear at the Settlement Hearing, and the objector's signature, even if represented by counsel. The objection must state whether it applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class. In addition, the objector must identify all class action settlements to which the objector or his, her or its counsel have previously objected. Documentation establishing membership in the Settlement Class must consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from the objector's broker containing the transactional and holding information found in a broker confirmation slip or account statement. Objectors who desire to present evidence at the Settlement Hearing in support of their objection must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and any exhibits they intend to introduce into evidence at the hearing.

72. You may not object to the Settlement or any aspect of it if you exclude yourself from the Settlement Class.

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

⁵ Plaintiffs' initial motion papers in support of these matters will be filed with the Court on or before _____, 202__.

74. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. If you decide to hire an attorney, which will be at your own expense, he or she must file a notice of appearance with the Court so that the notice is received on or before ____, 202__.

75. The Settlement Hearing may be adjourned by the Court without further written notice to the Settlement Class, other than a posting of the adjournment on the Settlement website, Katapultsettlement.com. If you plan to attend the Settlement Hearing, you should confirm the date and time with Plaintiffs' Lead Counsel.

Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, or Lead Counsel's request for an award of attorneys' fees and litigation expenses. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?

76. Nominees who purchased or acquired Katapult securities (common stock and/or warrants) and/or FinServ common stock for beneficial owners who are Settlement Class Members are directed to: (a) request within seven (7) calendar days of receipt of this Notice additional copies of the Notice and the Claim Form from the Claims Administrator for such beneficial owners; or (b) send a list of the names and addresses of such beneficial owners to the Claims Administrator within seven (7) calendar days after receipt of this Notice. If a nominee elects to send the Notice to beneficial owners, such nominee is directed to mail the Notice within seven (7) calendar days of receipt of the additional copies of the Notice from the Claims Administrator, and upon such mailing, the nominee shall send a statement to the Claims Administrator confirming that the mailing was made as directed, and the nominee shall retain the list of names and addresses for use in connection with any possible future notice to the Settlement Class. Upon full compliance with these instructions, including the timely mailing of the Notice to beneficial owners, such nominees may seek reimbursement of their reasonable expenses actually incurred in complying with these instructions in an amount not to exceed \$0.10 plus postage at the current pre-sort rate used by the Claims Administrator per Notice Packet; or \$0.05 per Notice Packet transmitted by email; or \$0.05 per name, mailing address, and email address (to the extent available) provided to the Claims Administrator, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought and reflecting compliance with these instructions, including timely mailing of the Notice, if the nominee elected or elects to do so. Such properly documented expenses incurred by nominees in compliance with the terms of these instructions will be paid from the Settlement Fund. Copies of this Notice may also be obtained by calling toll-free 844-552-0057, and may be downloaded from the Settlement website, www.Katapult-FinServSecuritiesLitigation.com.

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

77. This Notice contains only a summary of the terms of the proposed Settlement. More detailed information about the matters involved in the Action is available at

Questions? Please visit www.Katapult-FinServSecuritiesLitigation.com

www.Katapult-FinServSecuritiesLitigation.com, including, among other documents, copies of the Stipulation and Proof of Claim Form. This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Stipulation available at www.Katapult-FinServSecuritiesLitigation.com, or by contacting Plaintiffs' Lead Counsel below. You may also access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://pacer.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court, Southern District of New York, Courtroom 15A, 500 Pearl Street, New York, NY 10007, during regular office hours, Monday through Friday, excluding Court holidays. All inquiries concerning this Notice or the Claim Form should be directed to:

Katapult Securities Litigation
c/o JND Legal Administration
PO Box 91340
Seattle, WA 98111

844-552-0057

Claims Administrator

-or-

Matthew M. Guiney, Esq.
WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLP
270 Madison Avenue
New York, NY 10016
(212) 545-4600
guiney@whafh.com

Lead Counsel

**DO NOT CALL OR WRITE THE COURT, DEFENDANTS, DEFENDANTS' COUNSEL,
OR THE OFFICE OF THE CLERK OF COURT
REGARDING THIS NOTICE.**

Dated: _____, 202__

By Order of the Court
United States District Court
Southern District of New York

EXHIBIT A-2

PROOF OF CLAIM AND RELEASE FORM

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

GINA McINTOSH, Individually and
On Behalf of All Others Similarly Situated,
Plaintiff,

vs.

KATAPULT HOLDINGS, INC., LEE
EINBINDER, HOWARD KURZ,
ORLANDO ZAYAS, KARISSA CUPITO
and DEREK MEDLIN
Defendants.

Case No. 1:21-cv-07251 (AS)

Katapult Securities Litigation
c/o JND Legal Services
PO Box 91340, Seattle, WA 98111

Toll-Free Number: 844-552-0057

Email: info@Katapult-FinServSecuritiesLitigation.com

Website: www.Katapult-FinServSecuritiesLitigation.com

To be eligible to receive a share of the Settlement Fund in connection with the Settlement of this Action, you must complete and sign this Proof of Claim Form ("Claim Form") and mail it by first-class mail to the above address, **postmarked no later than _____, 202__ or submit it online at the above website on or before _____, 202__.**

Failure to submit your Claim Form by the date specified will subject your claim to rejection and may preclude you from being eligible to receive any money in connection with the Settlement.

**Do not mail or deliver your Claim Form to the Court, the parties to the Action, or their counsel.
Submit your Claim Form only to the Claims Administrator at the address set forth above.**

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PART I – INTRODUCTION

A. General Instructions

1. To recover as a member of the Settlement Class based on your claims in the action entitled *McIntosh v. Katapult Holdings, Inc., et al.*, No. 1:21-cv-07251 (AS) (the “Action”), you must complete, and on page 10 hereof, sign this Proof of Claim and Release (“Claim Form”). If you fail to file a properly addressed (as set forth in paragraph 3 below) Claim Form, your claim may be rejected, and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed settlement of the Action.

2. Submission of this Claim Form, however, does not assure that you will share in the proceeds of settlement in the Action.

3. YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED CLAIM FORM ON OR BEFORE _____, 202_, ADDRESSED AS FOLLOWS:

Katapult Securities Litigation
c/o JND Legal Administration
PO Box 91340
Seattle, WA 98111

If you are NOT a member of the Settlement Class, as defined below and in the Notice of Pendency and Proposed Settlement of Class Action (the “Notice”), DO NOT submit a Claim Form.

4. If you are a member of the Settlement Class and you do not timely and validly request exclusion from the Settlement Class, you are bound by the terms of any judgment entered in the Action, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A CLAIM FORM.

5. It is important that you completely read and understand the Notice that accompanies this Claim Form, including the Plan of Allocation of the Settlement Fund set forth in the Notice. The Notice describes the proposed Settlement, how Settlement Class Members are affected by the Settlement, and the manner in which the Settlement Fund will be distributed if the Settlement and Plan of Allocation are approved by the Court. The Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read and that you understand the Notice, including the terms of the releases described therein and provided for herein.

B. Claimant Identification

1. If you purchased or acquired Katapult securities (common stock and warrants) and/or FinServ common stock (“Eligible Securities”) and held the certificate(s) in your name, you are the beneficial purchaser or acquirer as well as the record purchaser or acquirer. If, however, the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser, and the third party is the record purchaser.

2. Use Part II of this form entitled “Claimant Identification” to identify the beneficial owner(s) of Eligible Securities. The complete name(s) of the beneficial owner(s) must be entered. If you held the Eligible Securities in your own name, you are the beneficial owner as well as the record owner. If, however, your Eligible Securities were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial owner of these shares, but the third party is the record owner. THIS CLAIM MUST BE FILED AND SIGNED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR ACQUIRER(S) OF ELIGIBLE SECURITIES UPON WHICH THIS CLAIM IS BASED.

3. All joint purchasers must sign this Claim Form and be identified in Part II. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

4. **One Claim Form should be submitted for each separate legal entity.** Separate Claim Forms should be submitted for each separate legal entity (e.g., a claim from joint owners should not include separate transactions of just one of the joint owners, and an individual should not combine his or her IRA transactions with transactions made solely in the individual's name). Conversely, a single Claim Form should be submitted on behalf of one legal entity including all transactions made by that entity on one Claim Form, no matter how many separate accounts that entity has (e.g., a corporation with multiple brokerage accounts should include all transactions made in all accounts on one Claim Form).

5. Agents, executors, administrators, guardians, and trustees must complete and sign the Claim Form on behalf of persons represented by them, and they must:

- (a) expressly state the capacity in which they are acting;
- (b) identify the name, account number, Social Security Number (or taxpayer identification number), address, and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the Eligible Securities; and
- (c) furnish herewith evidence of their authority to bind to the Claim Form the person or entity on whose behalf they are acting. (Authority to complete and sign a Claim Form cannot be established by stockbrokers demonstrating only that they have discretionary authority to trade securities in another person's accounts.)

6. By submitting a signed Claim Form, you will be swearing that you:

- (a) own or owned Eligible Securities you have listed in the Claim Form; or
- (b) are expressly authorized to act on behalf of the owner thereof.

C. Claim Form

1. Use Part III of this form entitled "Schedule of Transactions" to supply all required details of your transaction(s) in Eligible Securities. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

2. On the schedules, provide all of the requested information with respect to all of your purchases and acquisitions and all of your sales of Katapult securities that took place at any time on or between and including June 15, 2021 and August 9, 2021, whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim. Also, list the number of FinServ common stock held at the close of trading on May 11, 2021 and purchases and acquisitions and all of your sales from May 12, 2021 through June 9, 2021, inclusive.

3. List each transaction in the Settlement Class Period separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day and year of each transaction you list.

4. You are required to submit genuine and sufficient documentation for all of your transactions in and holdings of Eligible Securities set forth in the Claim Form. Documentation may consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from your broker containing the transactional and holding information found in a broker confirmation slip or account statement. The parties and the Claims Administrator do not independently have information about your investments in Eligible Securities. **IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OF THE DOCUMENTS OR EQUIVALENT DOCUMENTS**

FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS. **Please keep a copy of all documents that you send to the Claims Administrator. Also, do not highlight any portion of the Claim Form or any supporting documents.**

5. The above requests are designed to provide the minimum amount of information necessary to process the simplest claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your losses. In the event the Claims Administrator cannot perform the calculation accurately or at a reasonable cost to the Settlement Class with the information provided, the Claims Administrator may condition acceptance of the claim upon the production of additional information and/or the claimant's responsibility for any increased costs due to the nature and/or scope of the claim.

6. If the Court approves the Settlement, payments to eligible Authorized Claimants pursuant to the Plan of Allocation (or such other plan of allocation as the Court approves) will be made after any appeals are resolved, and after the completion of all claims processing. The claims process will take substantial time to complete fully and fairly. Please be patient.

7. **PLEASE NOTE:** As set forth in the Plan of Allocation, each Authorized Claimant shall receive his, her, or its *pro rata* share of the Settlement Fund. If the prorated payment to any Authorized Claimant calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

8. If you have questions concerning the Claim Form, or need additional copies of the Claim Form or the Notice, you may contact the Claims Administrator, JND Legal Administration, at the address on the first page of the Claim Form, by email at _____, or by toll-free phone at _____, or you can visit the website, www.Katapult-FinServSecuritiesLitigation.com, where copies of the Claim Form and Notice are available for downloading.

9. **NOTICE REGARDING ELECTRONIC FILES:** Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. To obtain the **mandatory** electronic filing requirements and file layout, you may visit the Settlement website at www.Katapult-FinServSecuritiesLitigation.com or you may email the Claims Administrator's electronic filing department at _____. **Any file not in accordance with the required electronic filing format will be subject to rejection.** Only one claim should be submitted for each separate legal entity (see ¶B.4 above) and the **complete** name of the beneficial owner(s) of the securities must be entered where called for (see ¶B.2 above). No electronic files will be considered to have been submitted unless the Claims Administrator issues an email to that effect. **Do not assume that your file has been received until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the electronic filing department at _____ to inquire about your file and confirm it was received.**

IMPORTANT: PLEASE NOTE

YOUR CLAIM IS NOT DEEMED FILED UNTIL YOU RECEIVE AN ACKNOWLEDGEMENT POSTCARD. THE CLAIMS ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR CLAIM FORM BY MAIL, WITHIN 60 DAYS. IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT POSTCARD WITHIN 60 DAYS, CALL THE CLAIMS ADMINISTRATOR TOLL FREE AT 844-552-0057.

PART II – CLAIMANT IDENTIFICATION

The Claims Administrator will use this information for all communications regarding this Claim Form. If this information changes, you **MUST** notify the Claims Administrator in writing at the address above. Complete names of all persons and entities must be provided.

Beneficial Owner's First Name	MI	Beneficial Owner's Last Name
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Joint Beneficial Owner's First Name <i>(if applicable)</i>	MI	Joint Beneficial Owner's Last Name <i>(if applicable)</i>
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Name of Representative, if applicable (executor, administrator, trustee, c/o, etc.), if different from Beneficial Owner

Address 1 (Street name and number)

Address 2 (Apartment, unit, or box number)

City	State/Province	Zip Code or Postal Code
------	----------------	-------------------------

Foreign Province	Foreign Postal Code	Foreign Country Name/Abbreviation
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Social Security Number (last four digits only)	OR	Taxpayer Identification Number (last four digits only)
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Telephone Number (Home)	Telephone Number (Work)
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Email Address

Account Number

Record Owner's Name (if different from beneficial owner listed above)

Type of Beneficial Owner (Specify one of the following):

- | | | | |
|---|--------------------------------------|--|-----------------------------------|
| <input type="checkbox"/> Individual (includes joint owner accounts) | <input type="checkbox"/> Corporation | <input type="checkbox"/> Pension Plan | <input type="checkbox"/> IRA/401k |
| <input type="checkbox"/> Estate | <input type="checkbox"/> Trust | <input type="checkbox"/> Other (please specify): _____ | |

PART III.A – SCHEDULE OF TRANSACTIONS IN KATAPULT COMMON STOCK

Please be sure to include proper documentation with your Claim Form as described in detail in ¶C.4 of the Instructions. Do not include information regarding securities other than Katapult common stock.

1. Number of Katapult common stock held at the close of trading on June 14, 2021. (Must be documented.)
If none, write "zero":

2. Purchases or acquisitions of Katapult common stock (June 15, 2021 through November 5, 2021, inclusive). (Must be documented.):

Date of Purchase/ Acquisition (Trade Date) MM/DD/YY	Number of Shares Purchased or Acquired	Purchase / Acquisition Price Per Share	Total Purchase or Acquisition Price (excluding any taxes, commissions, and fees)
		\$	\$
		\$	\$
		\$	\$
		\$	\$

IMPORTANT: If any purchase listed covered a "short sale," please mark Yes: Yes

3. Sales of Katapult common stock (June 15, 2021 through November 5, 2021, inclusive). (Must be documented.):

Trade Date MM/DD/YY	Number of Shares Sold	Sale Price Per Share	Total Sales Price (not deducting any taxes, commissions, and fees)
		\$	\$
		\$	\$
		\$	\$
		\$	\$

4. Number of shares of Katapult common stock held at the close of trading on November 5, 2021. (Must be documented.) If none, write "zero":

IF YOU REQUIRE ADDITIONAL SPACE, ATTACH EXTRA SCHEDULES IN THE SAME FORMAT AS ABOVE. SIGN AND PRINT YOUR NAME ON EACH ADDITIONAL PAGE.

**YOU MUST READ AND SIGN THE RELEASE ON PAGE 10.
FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR
THE REJECTION OF YOUR CLAIM.**

PART III.B – SCHEDULE OF TRANSACTIONS IN KATAPULT WARRANTS

Please be sure to include proper documentation with your Claim Form as described in detail in ¶C.4 of the Instructions. Do not include information regarding securities other than Katapult warrants.

1. Number of Katapult warrants held at the close of trading on June 14, 2021. (Must be documented.)
If none, write "zero":

2. Purchases or acquisitions of Katapult warrants (June 15, 2021 through November 5, 2021, inclusive).
(Must be documented.):

Date of Purchase/ Acquisition (Trade Date) MM/DD/YY	Number of Warrants Purchased or Acquired	Purchase / Acquisition Price Per Warrant	Total Purchase or Acquisition Price (excluding any taxes, commissions, and fees)	Exercised? (Y/N)	Exercise Date MM/DD/YY
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		

IMPORTANT: If any purchase listed covered a "short sale," please mark Yes: Yes

3. Sales of Katapult warrants (June 15, 2021 through November 5, 2021, inclusive). (Must be documented.):

Trade Date MM/DD/YY	Number of Warrants Sold	Sale Price Per Warrant	Total Sales Price (not deducting any taxes, commissions, and fees)
		\$	\$
		\$	\$
		\$	\$
		\$	\$

4. Number of shares of Katapult warrants held at the close of trading on November 5, 2021.
(Must be documented.) If none, write "zero":

**IF YOU REQUIRE ADDITIONAL SPACE, ATTACH EXTRA SCHEDULES IN THE
SAME FORMAT AS ABOVE. SIGN AND PRINT YOUR NAME ON EACH ADDITIONAL PAGE.**

**YOU MUST READ AND SIGN THE RELEASE ON PAGE 10.
FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR
THE REJECTION OF YOUR CLAIM.**

PART III.C – SCHEDULE OF TRANSACTIONS IN FINSERV COMMON STOCK

Please be sure to include proper documentation with your Claim Form as described in detail in ¶C.4 of the Instructions. Do not include information regarding securities other than FinServ common stock.

1. Number of shares of FinServ common stock held at the close of trading on May 11, 2021. (Must be documented.) If none, write "zero": 			
2. Purchases or acquisitions of FinServ common stock (May 12, 2021 through June 9, 2021, inclusive). (Must be documented.):			
Date of Purchase/ Acquisition (Trade Date) MM/DD/YY	Number of Shares Purchased or Acquired	Purchase / Acquisition Price Per Share	Total Purchase or Acquisition Price (excluding any taxes, commissions, and fees)
		\$	\$
		\$	\$
		\$	\$
		\$	\$
IMPORTANT: If any purchase listed covered a "short sale," please mark Yes: <input type="checkbox"/> Yes			
3. Sales of FinServ common stock (May 12, 2021 through June 9, 2021, inclusive). (Must be documented.):			
Trade Date MM/DD/YY	Number of Shares Sold	Sale Price Per Share	Total Sales Price (not deducting any taxes, commissions, and fees)
		\$	\$
		\$	\$
		\$	\$
		\$	\$
4. Number of shares of FinServ common stock that were eligible to vote on FinServ's June 7, 2021 special meeting and subsequently exchanged for shares of Katapult common stock. (Must be documented.) If none, write "zero": 			
5. Number of shares of Katapult common stock received in exchange for shares of FinServ common stock. (Must be documented.) If none, write "zero": 			
IF YOU REQUIRE ADDITIONAL SPACE, ATTACH EXTRA SCHEDULES IN THE SAME FORMAT AS ABOVE. SIGN AND PRINT YOUR NAME ON EACH ADDITIONAL PAGE.			

**YOU MUST READ AND SIGN THE RELEASE ON PAGE 10.
FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR
THE REJECTION OF YOUR CLAIM.**

PART IV – SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Claim Form under the terms of the Stipulation and Agreement of Settlement dated July 3, 2024 (“Stipulation”) described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York, with respect to my (our) claim as a Settlement Class Member (as defined in the Notice) and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to Lead Counsel and/or the Claims Administrator to support this claim if required to do so. I (We) have not submitted any other claim covering the same purchases, acquisitions, or sales of Eligible Securities during the Settlement Class Period and know of no other Person having done so on my (our) behalf.

PART V – RELEASE

10. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release, relinquish and discharge all of the Released Claims (including Unknown Claims) against each and all of the Released Defendant Parties, all as defined herein and in the Notice and Stipulation.

11. This release shall be of no force or effect unless and until the Court approves the Stipulation and it becomes effective on the Effective Date.

12. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof and have not submitted any other claim covering the same purchases of Eligible Securities and know of no other person having done so on my (our) behalf.

13. I (We) hereby warrant and represent that I (we) have included all requested information about all of my (our) purchases or acquisitions of Katapult securities during the Settlement Class Period, as well as the number of securities held at the close of trading on June 14, 2021 and August 9, 2021.

14. The number(s) shown on this form is (are) the correct SSN/TIN(s).

15. I (We) waive the right to trial by jury, to the extent it exists, and agree to the determination by the Court of the validity or amount of this claim and waive any right of appeal or review with respect to such determination.

16. I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

(NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, you must cross out Item 7 above.)

I (We) declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this ____ day of _____, 20__,
(Month/Year)

in _____, _____
(City) (State/Country)

Sign your name here

Date

Type or print your name here

(Capacity of person(s) signing, e.g., Beneficial Purchaser or Acquirer, Executor or Administrator)

For Joint Beneficial Purchaser, if any:

Sign your name here

Date

Type or print your name here

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

REMINDER CHECKLIST:



1. Please sign the above release and acknowledgment.

2. Remember to attach copies of supporting documentation, if available.



3. Do not send original stock certificates. Attach only copies of acceptable supporting documentation as these documents will not be returned to you.

4. Keep a copy of your Claim Form and all supporting documentation for your records.



5. The Claims Administrator will acknowledge receipt of your Claim Form by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgement postcard. **If you do not receive an acknowledgement postcard within 60 days, please call the Claims Administrator toll free at 844-552-0057 .**

6. If you move, please send us your new address.



7. If you have any questions or concerns regarding your claim, contact the Claims Administrator at _____, by email at _____ or by toll-free phone at 844-552-0057 , or you may visit www.Katapult-FinServSecuritiesLitigation.com. DO NOT call Katapult, the other Defendants, or their counsel with questions regarding your claim.

EXHIBIT A-3

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

GINA McINTOSH, Individually and On Behalf
of All Others Similarly Situated,

Plaintiff,

vs.

KATAPULT HOLDINGS, INC., LEE
EINBINDER, HOWARD KURZ, ORLANDO
ZAYAS, KARISSA CUPITO and DEREK
MEDLIN

Defendants.

Case No. 1:21-cv-07251 (AS)

SUMMARY NOTICE

EXHIBIT A-3

Katapult Securities Litigation
c/o JND Legal Administration
PO Box 91340
Seattle, WA 98111

Toll-Free Number: 844-552-0057

Email: info@Katapult-FinServSecuritiesLitigation.com

Website: www.Katapult-FinServSecuritiesLitigation.com

IF YOU (I) PURCHASED OR OTHERWISE ACQUIRED KATAPULT SECURITIES BETWEEN JUNE 15, 2021 AND AUGUST 9, 2021 (BOTH DATES INCLUSIVE) AND/OR (II) BENEFICIALLY OWNED AND/OR HELD COMMON STOCK OF FINSERV AS OF MAY 11, 2021 AND WERE ELIGIBLE TO VOTE AT FINSERV'S JUNE 7, 2021 SPECIAL MEETING (THE "SETTLEMENT CLASS").

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

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and by Order of the United States District Court for the Southern District of New York, that in the above-captioned litigation (the "Action"), a Settlement has been proposed for a total of \$2,500,000 in total settlement value—with \$1,775,000 paid in cash and the remainder paid in either shares of freely-tradeable Katapult common stock or additional cash. A hearing will be held on _____, 202__, at __:__.m., before the Honorable Katharine H. Parker, at the United States District Court, Southern District of New York, Courtroom 17D, 500 Pearl Street, New York, NY 10007, or remotely per details that will be made publicly available on the Settlement website www.Katapult-FinServSecuritiesLitigation.com, for the purpose of determining whether: (1) the proposed Settlement should be approved by the Court as fair, reasonable and adequate; (2) the proposed Plan of Allocation for distribution of the Settlement proceeds is fair, reasonable and adequate and therefore should be approved; and (3) the application of Plaintiffs' Lead Counsel for the payment of attorneys' fees and expenses from the Settlement Fund, including interest earned thereon, should be approved.

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS DESCRIBED ABOVE, YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT OF THE LITIGATION, AND YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT FUND. If you have not received a detailed Notice of Pendency and Proposed Settlement of Class Action (the "Notice") and a copy of the Proof of Claim, you may obtain a copy of these documents by contacting the

Claims Administrator: JND Legal Administration, PO Box 91340, Seattle, WA 98111. You may also obtain copies of the Stipulation of Settlement, Notice and Proof of Claim at www.Katapult-FinServSecuritiesLitigation.com.

If you are a Settlement Class Member, to be eligible to share in the distribution of the Settlement Fund, you must submit a Proof of Claim by mail postmarked no later than _____, 202__, or submit it online by that date. If you are a Settlement Class Member and do not submit a valid Proof of Claim, you will not be eligible to share in the distribution of the Settlement Fund, but you will still be bound by any judgment entered by the Court in this Action (including the releases provided for therein).

To exclude yourself from the Settlement Class, you must mail a written request for exclusion so that it is received by _____, 202__, in accordance with the instructions set forth in the Notice. If you are a Settlement Class Member and do not exclude yourself from the Settlement Class, you will be bound by any judgment entered by the Court in this Action (including the releases provided for therein) whether or not you submit a Proof of Claim. If you submit a written request for exclusion, you will have no right to recover money pursuant to the Settlement.

Any objection to the proposed Settlement, the Plan of Allocation of Settlement proceeds, or the fee and expense application must be filed with the Court no later than _____, 202__.

PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE, DEFENDANTS, OR DEFENDANTS' COUNSEL REGARDING THIS NOTICE. If you have any questions about the Settlement, or your eligibility to participate in the Settlement, you may contact Lead Counsel at the following address or by calling (212) 545-4600:

Matthew M. Guiney, Esq.
WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLP
270 Madison Avenue
New York, NY 10016
(212) 545-4600
guiney@whafh.com

DATED: _____

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

EXHIBIT B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

GINA McINTOSH, Individually and On Behalf
of All Others Similarly Situated,

Plaintiff,

vs.

KATAPULT HOLDINGS, INC., LEE
EINBINDER, HOWARD KURZ, ORLANDO
ZAYAS, KARISSA CUPITO and DEREK
MEDLIN

Defendants.

Case No. 1:21-cv-07251 (AS)

**[PROPOSED] FINAL JUDGMENT AND
ORDER OF DISMISSAL WITH PREJUDICE**

EXHIBIT B

This matter came before the Court for hearing pursuant to the Order of this Court, dated _____, on Plaintiffs’ application for final approval of the Settlement set forth in the Stipulation and Agreement of Settlement dated July 3, 2024 (the “Stipulation”). Due and adequate notice having been given to the Settlement Class as required in the Order, the Court having considered all papers filed and proceedings held herein and otherwise being fully informed of the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. This Judgment incorporates by reference the definitions in the Stipulation, and all terms used herein shall have the same meanings as set forth in the Stipulation, unless otherwise stated herein.

2. This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all members of the Settlement Class.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby approves the Settlement set forth in the Stipulation and finds that:

- (a) the Stipulation and the Settlement contained therein are, in all respects, fair, reasonable and adequate;
- (b) there was no collusion in connection with the Stipulation;
- (c) the Stipulation was the product of informed, arm's-length negotiations among competent, able counsel; and
- (d) the record is sufficiently developed and complete to have enabled Plaintiffs and Defendants to have adequately evaluated and considered their positions.

4. The Court hereby affirms its determinations in the Preliminary Approval Order certifying, for the purposes of the Settlement only, the Action as a class action pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure on behalf of the Settlement Class consisting of all persons and entities that (i) purchased or otherwise acquired Katapult securities between June 15, 2021 and August 9, 2021 (both dates inclusive) and/or (ii) beneficially owned and/or held common stock of FinServ as of May 11, 2021 and were eligible to vote at FinServ's June 7, 2021 special meeting. Excluded from the Settlement Class are (i) Katapult, Orlando Zayas, Karissa Cupito, Derek Medlin, Lee Einbinder, Howard Kurz, Robert Matza, Diane B. Glossman, Aris Kekedjian, and FinServ Holdings; (ii) any person who was an officer or director of FinServ Holdings or FinServ between November 5, 2019 and June 9, 2021; (iii) any person who was an officer or director of Katapult between May 18, 2021 and August 10, 2021; (iv) the immediate family members, meaning the parents, spouse, siblings, or children, of any of the foregoing persons; (v) any trusts, estates, entities, or accounts that held FinServ or Katapult shares for the benefit of the foregoing persons or entities; (vi) the legal representatives, heirs, successors-in-

interest, successors, transferees, and assigns of the foregoing persons or entities; and (vii) any Settlement Class Member that validly and timely requested exclusion in accordance with the requirements set by the Court (each person in the foregoing categories is an “Excluded Person” and, collectively, these are the “Excluded Persons”).

5. A copy of the valid exclusions pursuant to request is attached hereto as Exhibit 1. Accordingly, the Court authorizes and directs implementation and performance of all the terms and provisions of the Stipulation, as well as the terms and provisions hereof. Except as to any individual claim of those persons who have validly and timely requested exclusion from the Settlement Class (identified in Exhibit 1 hereto), the Action and all claims contained therein are dismissed with prejudice. The Parties are to bear their own costs except as otherwise provided in the Stipulation.

6. No person shall have any claim against the Plaintiffs, the Settlement Class, Plaintiffs’ Counsel, Released Defendants’ Persons, Defendants’ Counsel, or the Claims Administrator based on distributions made substantially in accordance with the Settlement, the Stipulation and the Plan of Allocation, or otherwise as further ordered by the Court.

7. Upon the Effective Date, the Plaintiffs, and each of the Settlement Class Members shall be deemed to have, and by operation of this Judgment shall have, fully, finally and forever waived, released, discharged, and dismissed each and every one of the Released Plaintiffs’ Claims (including, without limitation, Unknown Claims) against each and every one of the Released Defendants’ Persons with prejudice on the merits, whether or not the Plaintiffs, or such Settlement Class Member executes and delivers the Proof of Claim and whether or not the Plaintiffs, or each of the Settlement Class Members ever seeks or obtains any distribution from the Settlement Fund. Claims to enforce the terms of the Stipulation are not released.

8. Upon the Effective Date, the Defendants shall be deemed to have, and by operation of this Judgment shall have, fully, finally and forever waived, released, discharged, and dismissed the Released Plaintiffs' Persons from all Released Defendants' Claims (including, without limitation, Unknown Claims). Claims to enforce the terms of the Stipulation are not released.

9. Upon the Effective Date, the Plaintiffs, all Settlement Class Members and anyone claiming through or on behalf of any of them are forever barred and enjoined from commencing, instituting, asserting or continuing to prosecute any action or proceeding in any court of law or equity, arbitration tribunal, administration forum or other forum of any kind any of the Released Claims (including, without limitation, Unknown Claims) against any of the Released Defendants' Persons.

10. The distribution of the Notice and publication of the Summary Notice as provided for in the Preliminary Approval Order constituted the best notice practicable under the circumstances, including individual notice to Settlement Class Members who could be identified through reasonable effort. The notice provided was the best notice practicable under the circumstances of those proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Stipulation, to all persons entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process and any other applicable law, including the Private Securities Litigation Reform Act of 1995. No Settlement Class Member is relieved from the terms of the Settlement, including the releases provided for therein, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice. A full opportunity has been offered to the Settlement Class Members to object to the proposed Settlement and to participate in the hearing thereon. The Court further finds that the notice provisions of the Class Action Fairness Act, 28 U.S.C. §1715, were

fully discharged and that the statutory waiting period has elapsed. Thus, it is hereby determined that all members of the Settlement Class are bound by this Judgment, except those persons listed on Exhibit 1 to this Judgment.

11. Any Plan of Allocation submitted by Plaintiffs' Lead Counsel or any order entered regarding any attorneys' fee and expense application shall in no way disturb or affect this Judgment and shall be considered separate from this Judgment. Any order or proceeding relating to the Plan of Allocation or any order entered regarding any attorneys' fee and expense application, or any appeal from any order relating thereto or reversal or modification thereof, shall not affect or delay the finality of the final judgment in this Action.

12. Neither the Stipulation nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Plaintiffs' Claim or of any wrongdoing or liability of the Released Defendants' Persons; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Defendants' Persons; or (c) is or may be deemed to be or may be used as an admission or evidence that any claims asserted in the Action were not valid or that the amount recoverable was not greater than the Settlement Amount in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. The Released Defendants' Persons may file the Stipulation and/or this Judgment in any other action that may be brought against them in order to support a defense or counterclaim 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.

13. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over: (a) implementation of the Settlement and any award or distribution of the Settlement Fund, including interest earned thereon; (b) disposition of the Settlement Fund; (c) hearing and determining applications for attorneys' fees and expenses in the Action; and (d) all parties hereto for the purpose of construing, enforcing and administering the Settlement.

14. The Court finds that during the course of the Action, Plaintiffs, Plaintiffs' Counsel, Released Defendants' Persons, and Defendants' Counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure.

15. In the event that the Settlement does not become effective in accordance with the terms of the Stipulation, or the Effective Date does not occur, or in the event that the Settlement Fund, or any portion thereof, is returned to the Defendants or their insurers, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated; and in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation, and the Parties shall revert to their respective positions in the Action as of May 20, 2024, as provided in the Stipulation.

16. The Parties shall bear their own costs and expenses except as otherwise provided in the Stipulation or in this Judgment.

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

18. The Court directs immediate entry of this Judgment by the Clerk of the Court.

19. The Court's orders entered during this Action relating to the confidentiality of information shall survive this Settlement.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE KATHARINE H. PARKER
UNITED STATES MAGISTRATE JUDGE

Exhibit 1

[List of Persons and Entities Excluded from the Settlement Class Pursuant to Request]