



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

STEWART N. GOLDSTEIN, M.D.,)
individually and on behalf of all others)
similarly situated,)
)
Plaintiff,)

v.)

C.A. No. 2020-1061-JTL

ALEXANDER J. DENNER,)
SARISSA CAPITAL)
MANAGEMENT, L.P., SARISSA)
CAPITAL DOMESTIC FUND LP,)
SARISSA CAPITAL OFFSHORE)
MASTER FUND LP, and SARISSA)
CAPITAL MANAGEMENT GP LLC,)
)
Defendants.)

**STIPULATION AND AGREEMENT OF COMPROMISE
AND SETTLEMENT**

This Stipulation and Agreement of Compromise and Settlement (the “Stipulation”), dated June 25, 2024, is entered into by and among the following parties in the above-captioned action (“Action”) and the other parties named herein:

(i) plaintiff Stewart N. Goldstein, M.D. (“Plaintiff”), on behalf of himself and on behalf of the Class;¹ (ii) defendants Alexander J. Denner (“Denner”), Sarissa Capital Management, L.P. (“Sarissa Capital”), Sarissa Capital Domestic Fund LP (“Sarissa Domestic”), Sarissa Capital Offshore Master Fund LP (“Sarissa Offshore”), and

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

Sarissa Capital Management GP LLC (“Sarissa GP”) (collectively, with Sarissa Capital, Sarissa Domestic, Sarissa Offshore, and Sarissa GP, “Sarissa,” and with Denner, “Defendants”); and (iii) non-parties Sanofi and Bioverativ (each as defined herein and, collectively, the “Sanofi Parties”).

This Stipulation states all of the terms of the Settlement and resolution of certain claims asserted in the Action and is intended by Plaintiff and Defendants (and the Sanofi Parties) to fully, finally, and forever release, resolve, remise, compromise, settle, and discharge the Released Plaintiff’s Claims (defined below) and the Released Defendants’ Claims (defined below), subject to the approval of the Court.

WHEREAS:

A. On January 21, 2018, the board of directors (the “Board”) of Bioverativ, Inc. (“Bioverativ” or the “Company”), a Delaware corporation, approved the Company’s entry into an Agreement and Plan of Merger (the “Merger Agreement”), pursuant to which Bioverativ agreed to be acquired by Sanofi, S.A. (“Sanofi”) (the “Acquisition”) for \$105.00 per share (the “Acquisition Consideration”).

B. On January 22, 2018, Bioverativ announced that it had entered into the Merger Agreement, which provided for a tender offer (the “Tender Offer”) followed by a merger pursuant to 8 *Del. C.* § 251.

C. On February 27, 2018, Plaintiff sent a letter to the Board of Bioverativ demanding inspection of Bioverativ’s books and records, pursuant to 8 *Del. C.*

§ 220.

D. On March 6, 2018, Bioverativ responded to Plaintiff's inspection demand letter.

E. On March 7, 2018, Plaintiff filed a lawsuit in the Court, pursuant to Section 220 of the Delaware General Corporation Law, captioned *Stewart N. Goldstein, M.D. v. Bioverativ, Inc.*, C.A. No. 2018-0156-JTL (Del. Ch.) (the "§ 220 Action"), seeking to compel inspection of Bioverativ's books and records.

F. On March 7, 2018, the Tender Offer closed with stockholders having tendered sufficient shares of common stock to satisfy the minimum tender condition of the Merger Agreement.

G. On March 8, 2018, the Acquisition was completed and Bioverativ became a wholly-owned subsidiary of Sanofi.

H. Following briefing and negotiations between Plaintiff's Counsel and Bioverativ's counsel, Bioverativ produced books and records for inspection by Plaintiff to resolve the § 220 Action.

I. On December 15, 2020, Plaintiff filed his Verified Class Action Complaint (the "Complaint"), alleging: (i) in Count I that defendants Denner, John Cox ("Cox"), Anna Protopapas ("Protopapas"), Brian Posner ("Posner"), Louis Paglia ("Paglia"), and Geno Germano ("Germano"), in their capacities as directors of Bioverativ, breached their fiduciary duties to Bioverativ's stockholders in

connection with the Acquisition and disclosures relating thereto; (ii) in Count II that defendants Cox, John Greene (“Greene”), and Andrea DiFabio (“DiFabio”), in their capacities as officers of Bioverativ, breached their fiduciary duties to Bioverativ’s stockholders in connection with the Acquisition and disclosures relating thereto; (iii) in Count III that defendant Denner breached his fiduciary duties in connection with his purchase of 1,010,000 shares of Bioverativ common stock through Sarissa in May 2017; and (iv) in Count IV that Sarissa aided and abetted Denner’s breaches of fiduciary duty for the conduct alleged in Count III.

J. On March 17, 2021, Defendants and the Former Defendants (defined below) filed briefs in support of motions to dismiss Plaintiff’s Complaint. Briefing on Defendants’ and the Former Defendants’ motions to dismiss was completed on June 18, 2021.

K. On September 27, 2021, Plaintiff served his first request for production of documents. Defendants and the Former Defendants filed a motion for a protective order staying discovery on October 8, 2021. After briefing, the Court denied the motion for a protective order staying discovery on November 18, 2021.

L. On May 26, 2022, the Court issued a memorandum opinion denying the motions to dismiss as to Counts I and II of the Complaint. On June 2, 2022, the Court issued a memorandum opinion denying the motion to dismiss as to Counts III and IV of the Complaint.

M. The Parties engaged in extensive factual discovery, including by preparing, serving, and responding to requests for production of documents and interrogatories, serving subpoenas on third parties, negotiating privilege disputes, taking and defending depositions, and engaging in various written and oral communications concerning the scope of discovery. Plaintiff has obtained and reviewed approximately 152,119 documents (over 1 million pages) from Defendants, Former Defendants, and nine non-parties, including Bioverativ, Sanofi, J.P. Morgan Securities LLC and Guggenheim Securities LLC (the financial advisors to Bioverativ in connection with the Acquisition), Lazard Frères & Co. (the financial advisor to Sanofi in connection with the Acquisition), Biogen Inc. (the company from which Bioverativ was spun off in 2017), Paul, Weiss, Rifkind, Wharton & Garrison LLP (the counsel to Bioverativ in connection with the Acquisition), and two wireless service providers. Plaintiff produced documents, responded to three sets of interrogatories (88 interrogatories, excluding subparts) from Defendants and Former Defendants, and was deposed by Defendants. Plaintiff's Counsel took 16 depositions, and propounded 33 interrogatories (excluding subparts) to Defendants and each Former Defendant.

N. The Parties engaged in extensive expert witness discovery. Plaintiff served one expert report. Defendants served four expert reports, including two opening reports and two rebuttal reports. Plaintiff's expert was deposed and

Plaintiff's Counsel deposed each of Defendants' four experts.

O. On April 14, 2023, Plaintiff, the Former Defendants, Bioverativ, and Sanofi filed a Stipulation and Agreement of Compromise and Partial Settlement with the Court, memorializing a settlement of certain claims in exchange for \$84 million (the "2023 Partial Settlement"). Defendants were not parties to the 2023 Partial Settlement but, by virtue of the definition of "Released Defendant Parties" and "Released Plaintiff's Claims" (as defined in the 2023 Partial Settlement), were released of certain claims, but not the Non-Released Plaintiff's Claims (as defined in the 2023 Partial Settlement).

P. On September 14, 2023, the Court entered the Order and Partial Final Judgment approving the 2023 Partial Settlement. Pursuant to that Order, Defendants and the Former Defendants were released from the following claims:

to the fullest extent permitted by Delaware law in stockholder class action settlements, any and all manner of claims, including Unknown Claims (as defined herein), suits, actions, causes of actions, demands, liabilities, losses, rights, obligations, duties, damages, diminution in value, disgorgement, debts, costs, expenses, interest, penalties, fines, sanctions, fees, attorneys' fees, expert or consulting fees, agreements, judgments, decrees, matters, allegations, issues, and controversies of any kind, nature, or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or unapparent, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, whether based on state, local, federal, foreign, statutory, regulatory, common, or other law or rule that, (i) were alleged, asserted, set forth,

or claimed in the Action or the §220 Action, or (ii) could have been alleged, asserted, set forth, or claimed in the Action or the §220 Action or in any other action or in any other court, tribunal, or proceeding by Plaintiff or any other member of the Class individually, on behalf of the Class directly, or on behalf of Bioverativ derivatively, and that are based upon, arise out of, or relate to (1) the Acquisition or (2) any allegations, transactions, facts, matters, disclosures, representations, or omissions involved or referenced in the Complaint. Notwithstanding the above, (i) any claim to enforce the Stipulation or Judgment shall not be released as to the Settling Defendants, and (ii) the Non-Released Plaintiff's Claims shall not be released as to Denner, Sarissa Capital, and/or the Sarissa Parties and Affiliates.

Q. Following the Court's approval of the 2023 Partial Settlement, only the Non-Released Plaintiff's Claims remained to be resolved, which were defined in the 2023 Partial Settlement as follows:

the claims that Plaintiff asserts against Denner in Count III of the Complaint for breach of fiduciary duty and against Sarissa Capital in Count IV of the Complaint for aiding and abetting the breach of fiduciary duty alleged in Count III of the Complaint, based on Denner and Sarissa Capital's acquisition of 1,010,000 shares of Bioverativ common stock in May 2017 while allegedly in possession of material, non-public information, for money damages or equitable relief (including disgorgement of profits and improper gains or benefits) in an amount not to exceed the difference between the consideration paid by Denner and Sarissa Capital for the 1,010,000 shares of Bioverativ common stock in May 2017 and the Acquisition Consideration of \$105.00 per share, plus any pre- and post-judgment interest thereon. Nothing in this Stipulation, the Judgment, or the Settlement shall prevent Plaintiff from presenting any evidence or making any arguments in support of proving that Denner and Sarissa

Capital are liable for the Non-Released Plaintiff's Claims.

R. On November 14, 2023, Plaintiff filed his Motion for Sanctions Due to the Sarissa Defendants' Spoliation of Evidence. On January 26, 2024, after briefing and argument on the motion, the Court issued an Opinion Imposing Sanctions for Failure to Preserve Electronically Stored Information (the "Sanctions Ruling"). *Goldstein v. Denner*, 310 A.3d 548 (Del. Ch. 2024).

S. On December 8, 2023, Plaintiff filed his Motion for Class Certification. On February 8, 2024, after briefing on the motion, the Court issued its Order Granting Motion for Class Certification, certifying the Class (defined below) and appointing Plaintiff as the class representative for the Class.

T. On January 23, 2024, Plaintiff filed his Motion to Compel Production of Documents Related to the SEC Subpoenas. On February 22, 2024, after briefing and argument on the motion, the Court granted the motion in part.

U. On February 5, 2024, Defendants filed an Application for Certification of an Interlocutory Appeal of the Sanctions Ruling.

V. On February 26, 2024, Defendants filed a Notice of Appeal of the Sanctions Ruling with the Supreme Court of the State of Delaware.

W. On February 26, 2024, the Court recommended that the Delaware Supreme Court refuse to accept Defendants' Interlocutory Appeal. *Goldstein v. Denner*, 2024 WL 776033 (Del. Ch. Feb. 26, 2024).

X. On March 14, 2024, the Supreme Court of the State of Delaware issued an order refusing Defendants' interlocutory appeal. *Denner v. Goldstein*, 2024 WL 1103110 (Del. Mar. 14, 2024).

Y. On March 22, 2024, the parties filed a Stipulated [Proposed] Pre-Trial Order.

Z. On March 25, 2024, Plaintiff filed his Motion *in Limine* to Preclude Trial Testimony from Late-Identified Witnesses. On April 1, 2024, after briefing and argument, the Court issued its Order Granting Plaintiff's Motion *in Limine* to Preclude Trial Testimony From Late-Identified Witnesses. *Goldstein v. Denner*, 2024 WL 1599501 (Del. Ch. Apr. 1, 2024).

AA. On April 12, 2024, the Parties simultaneously filed pre-trial briefs.

BB. The Court held a pre-trial conference on April 19, 2024, and entered the Pre-Trial Order.

CC. Trial was scheduled to commence on April 29, 2024. As of April 22, 2024, the Parties had, among other things, exchanged witness lists and joint trial exhibit lists and provided a litigation-support vendor with over 800 joint trial exhibits.

DD. During the course of the litigation, the Parties periodically engaged in settlement negotiations. The Parties also engaged in settlement negotiations with extensive assistance of former U.S. District Judge Layn R. Phillips as mediator.

Judge Phillips previously assisted in mediation sessions that resulted in the 2023 Partial Settlement. On April 22, 2024, Judge Phillips made a mediator's recommendation that the Parties settle the remaining claims in this Action for \$40 million, which the Parties accepted. After the Parties accepted the mediator's recommendation, the Court was promptly notified and the trial was taken off the Court's calendar.

EE. This Stipulation is intended to fully, finally, and forever release, resolve, remise, compromise, settle, and discharge the Released Plaintiff's Claims and the Released Defendants' Claims with prejudice.

FF. The entry by the Parties into this Stipulation is not, and shall not be construed as or deemed to be evidence of, an admission as to the merit or lack of merit of any claims or defenses that were asserted or could have been asserted in the Action.

GG. Plaintiff continues to believe that his claims have legal merit, but also believes that the Settlement set forth below provides substantial and immediate benefits for the Class. In addition to these substantial benefits, Plaintiff and Plaintiff's Counsel (defined below) have considered: (i) the difficulty and risk of collecting any judgment; (ii) the attendant risks of continued litigation and the uncertainty of the outcome of the Released Plaintiff's Claims; (iii) the probability of success on the merits of the Released Plaintiff's Claims; (iv) issues with respect to

proof and possible defenses at trial and the delay and uncertainty that could be incurred by any appeal; (v) the desirability of permitting the Settlement to be consummated according to its terms; (vi) the expense and length of continued proceedings necessary to prosecute the Released Plaintiff's Claims against Defendants through trial and appeals; and (vii) the conclusion of Plaintiff and Plaintiff's Counsel that the terms and conditions of the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the Released Plaintiff's Claims on the terms set forth herein.

HH. Based on Plaintiff's Counsel's extensive review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, which has been ongoing since 2018, Plaintiff's Counsel believes that the Settlement set forth in this Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon the Class. Based upon Plaintiff's Counsel's evaluation as well as Plaintiff's own evaluation, Plaintiff has determined that the Settlement is in the best interests of the Class and has agreed to the terms and conditions set forth herein.

II. Defendants deny any and all allegations of wrongdoing, liability, breach of fiduciary duty, violations of law, or damages arising out of or related to any of the conduct, statements, acts, or omissions alleged in the Action, and maintain that their conduct was at all times proper, in compliance with applicable law, and in the best interests of Bioverativ and its stockholders. Each of the Defendants asserts

that, at all relevant times, he or it acted in good faith, and in a manner reasonably believed to be in the best interests of Bioverativ and all of its stockholders. 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 the Defendants with respect to any claim, any legal or factual allegation, any fault, any wrongdoing, any breach of duty, any liability, any harm or damage whatsoever, or any infirmity in the defenses that Defendants have or could have asserted. Defendants enter into this Stipulation solely because they consider it desirable that the Released Plaintiff's Claims be settled and dismissed with prejudice in order to: (1) eliminate the uncertainty, burden, inconvenience, distraction, and expense of further litigation; and (2) finally and forever put to rest, resolve, and terminate the Released Plaintiff's Claims.

JJ. Plaintiff, for himself and on behalf of the Class, Defendants, and the Sanofi Parties agree that the Settlement is intended to and will resolve the Released Plaintiff's Claims against the Released Defendant Parties.

NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND AGREED, by Plaintiff, for himself and on behalf of the Class, Defendants, and the Sanofi Parties that, subject to the approval of the Court and pursuant to Court of Chancery Rule 23, for the good and valuable consideration set forth herein, the Released Plaintiff's Claims and Released Defendants' Claims shall be fully, finally,

and forever settled, compromised, and dismissed on the merits and with prejudice, and are fully, finally and forever released, resolved, remised, compromised, settled, and discharged with prejudice as to the Released Defendant Parties and the Released Plaintiff Parties, in the manner and upon the terms and conditions set forth herein.

I. Definitions

In addition to the terms defined elsewhere in this Stipulation, the following capitalized terms used in this Stipulation and any exhibits attached hereto shall have the meanings specified below:

(a) “Administrative Costs” means all costs, fees, and expenses incurred by the Administrator and/or Plaintiff’s Counsel in providing notice of the Settlement to the Class, locating Class Members, administering the Settlement, distributing the Settlement Fund, paying escrow taxes, fees and costs, if any, and otherwise administering or carrying out the terms of the Settlement. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, publishing the Notice, reimbursements to nominee owners for forwarding the Notice to their Eligible Beneficial Owners, the administrative expenses incurred and fees charged by the Administrator in connection with providing notice and administering the Settlement, and the fees, if any, of the Escrow Agent.

(b) “Administrator” means the firm of Gilardi & Co. LLC.

(c) “Bioverativ” means Bioverativ, Inc.

(d) “Class” means the following Class that the Court certified on

February 8, 2024:

Any and all holders of Bioverativ Inc. common stock, either of record or beneficially, at any time during May 24, 2017 through and including March 8, 2018, including any and all of their representatives, trustees, executors, administrators, estates, heirs, successors in interest, successors, predecessors in interest, predecessors, transferees, and assigns, immediate and remote, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their respective successors in interest, successors, predecessors in interest, predecessors, transferees, and assigns, but excluding the Excluded Persons (referred to herein as the “Class”).

“Excluded Persons” means Sanofi S.A., its subsidiaries and its affiliates, Alexander J. Denner, John G. Cox, Anna Protopapas, Brian S. Posner, Louis J. Paglia, Geno J. Germano, John T. Greene, Andrea DiFabio, Sarissa Capital Management, L.P., Sarissa Capital Domestic Fund LP, Sarissa Capital Offshore Master Funds LP, Sarissa Capital Management GP LLC, as well as the members of the individuals’ immediate families, and any entity in which any of them has a controlling interest, and the heirs, successors, or assignees of any such excluded party. Excluded Persons also include any trusts, estates, entities, or accounts that held Bioverativ shares for the benefit of any of the foregoing.

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

(f) “Class Period” means May 24, 2017 through and including

March 8, 2018.

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

(h) “Defendants’ Counsel” means the law firms of Ashby & Geddes and Willkie Farr & Gallagher LLP.

(i) “DTC Participants” means the participants of the Depository Trust Company (“DTC”) for whom Cede & Co., Inc. (“Cede”), as nominee for DTC, was the holder of record of Bioverativ common stock at the time such shares were paid the Acquisition Consideration because the shares were tendered in the Tender Offer or were converted into the right to receive Acquisition Consideration pursuant to the terms of the Merger Agreement.

(j) “Effective Date” means the first business day following the date the Judgment becomes Final.

(k) “Eligible Beneficial Owner” means the ultimate beneficial owner of any shares of Bioverativ common stock held of record by Cede at the time such shares were paid the Acquisition Consideration because the shares were either tendered in the Tender Offer or converted into the right to receive the Acquisition Consideration pursuant to the Merger Agreement, provided that no Excluded Person may be an Eligible Beneficial Owner.

(l) “Eligible Record Holder” means the record holder of any shares of Bioverativ common stock, other than Cede, at the time such shares were paid the Acquisition Consideration because the shares were either tendered in the Tender Offer or converted into the right to receive the Acquisition Consideration pursuant

to the Merger Agreement, provided that no Excluded Person may be an Eligible Record Owner.

(m) “Escrow Account” means the account that is maintained by the Escrow Agent and into which the Settlement Amount shall be deposited. The funds deposited into the Escrow Account shall be invested in instruments backed by the full faith and credit of the U.S. Government or agency thereof, or in money funds holding only instruments backed by the full faith and credit of the U.S. Government and the proceeds of these instruments shall be reinvested at their then-current market rates.

(n) “Escrow Agent” means Robbins Geller Rudman & Dowd LLP.

(o) “Excluded Persons” means Sanofi, Denner, Cox, Protopapas, Posner, Paglia, Germano, Greene, DiFabio, Sarissa, as well as the members of their immediate families, and any entity in which any of them has a controlling interest, and the heirs, successors, or assignees of any such excluded party. Excluded Persons also include any trusts, estates, entities, or accounts that held Company shares for the benefit of any of the foregoing.

(p) “Fee and Expense Award” means an award to Plaintiff’s Counsel of fees and expenses to be paid from the Settlement Fund, approved by the Court and in full satisfaction of all claims for attorneys’ fees and any other expenses or costs that have been, could be, or could have been asserted by Plaintiff’s Counsel or

any other counsel, or any Class Member in connection with the Released Plaintiff's Claims and the Settlement.

(q) "Final," when referring to the Judgment, means the later of: (i) entry of the Judgment and the expiration of any time for appeal, reconsideration, reargument, rehearing, or other review of the Judgment; or (ii) if any appeal or application for reconsideration, reargument or rehearing is filed and not dismissed or withdrawn, issuance of a decision upholding the Judgment in all material respects, which is no longer subject to appeal, reconsideration, reargument or rehearing, and the expiration of all times for the filing of any petition for reconsideration, reargument, rehearing, appeal, or review of the Judgment or any order affirming the Judgment; provided, however, that any disputes or appeals relating solely to the amount, payment, or allocation of the Fee and Expense Award, or to the allocation or distribution of the Net Settlement Fund (including the Plan of Allocation), shall have no effect on finality for purposes of determining the date on which the Judgment becomes Final and shall not otherwise prevent, limit, or otherwise affect the Judgment, or prevent, limit, delay, or hinder entry of Judgment.

(r) "Former Defendants" means Cox, Protopapas, Posner, Paglia, Germano, Greene, and DiFabio.

(s) "Judgment" means the Order and Final Judgment to be entered in the Action, in all material respects in the form attached as Exhibit C hereto.

(t) “Net Settlement Fund” means the Settlement Fund as defined herein less: (i) any Fee and Expense Award, and interest thereon; (ii) Administrative Costs; (iii) Taxes and Tax Expenses; and (iv) other Court-approved deductions.

(u) “Notice” means the Notice of Pendency and Proposed Settlement of Class Action (the “Notice”), substantially in the form attached hereto as Exhibit B.

(v) “Party” means any one of, and “Parties” means, collectively, the Defendants, Plaintiff, on behalf of himself and the Class, and the Sanofi Parties.

(w) “Person” means a natural person, individual, corporation, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity.

(x) “Plan of Allocation” means the manner in which the Net Settlement Fund will be distributed, as set forth in Section II and the Notice or as otherwise approved by the Court.

(y) “Plaintiff’s Counsel” means the law firms of Robbins Geller Rudman & Dowd LLP; Prickett, Jones & Elliott, P.A.; Cooch & Taylor, P.A.; and Johnson Fistel, LLP.

(z) “Released Defendant Parties” means the Defendants, Bioverativ, Sanofi, and any and all of their past or present immediate family members, parents, subsidiaries, affiliates, predecessors, successors, or assigns, as well as any and all of their current or former officers, directors, executives, employees, associates, agents, partners, limited partners, general partners, partnerships, principals, members, managers, joint ventures, stockholders, underwriters, attorneys (including Defendants’ Counsel and Sanofi’s Counsel), advisors, financial advisors, consultants, bankers, publicists, independent certified public accountants, auditors, accountants, creditors, administrators, heirs, executors, trustees, trusts, estates, personal or legal representatives, or other persons acting on their behalf.

(aa) “Released Defendants’ Claims” means, as against the Released Plaintiff Parties, any and all claims, complaints, liabilities, causes of action, or sanctions, including Unknown Claims, that have been or could have been asserted by the Defendants in the Action or the § 220 Action, or in any court, tribunal, forum, or proceeding, which arise out of or relate in any way to the Action or the § 220 Action; provided, however, that the Released Defendants’ Claims shall not include: (i) any claims to enforce this Stipulation, or (ii) any claims to enforce a final order and judgment entered by the Court.

(bb) “Released Plaintiff Parties” means Plaintiff, all other Class Members, Plaintiff’s Counsel, and the legal representatives, heirs, executors,

administrators, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns of any of the foregoing.

(cc) “Released Plaintiff’s Claims” means, as against the Released Defendant Parties to the fullest extent permitted by Delaware law in stockholder class action settlements, any and all manner of claims, including Unknown Claims (as defined herein), suits, actions, causes of action, demands, liabilities, losses, rights, obligations, duties, damages, diminution in value, disgorgement, debts, costs, expenses, interest, penalties, fines, sanctions, fees, attorneys’ fees, expert or consulting fees, agreements, judgments, decrees, matters, allegations, issues, and controversies of any kind, nature, or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or unapparent, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, whether based on state, local, federal, foreign, statutory, regulatory, common, or other law or rule that Plaintiff (i) alleged, asserted, set forth, or claimed against Denner or any affiliate thereof in Count III of the Complaint for breach of fiduciary duty and against Sarissa or any affiliate thereof in Count IV of the Complaint for aiding and abetting the breach of fiduciary duty alleged in Count III of the Complaint, based on Denner and Sarissa’s acquisition of 1,010,000 shares of Bioverativ common stock in May 2017 while allegedly in possession of material, non-public information, or (ii) could have alleged, asserted,

set forth, or claimed against Sanofi or Bioverativ (or any of their current or former officers, directors, or employees) relating to Counts III and IV of the Complaint. For the avoidance of doubt, the Released Plaintiff's Claims (as that term is defined herein) includes all "Non-Released Plaintiff's Claims" as that term was defined in the 2023 Partial Settlement. Notwithstanding the above, any claim to enforce the Stipulation or Judgment shall not be released.

(dd) "Sanofi" means Sanofi, S.A.

(ee) "Sanofi's Counsel" means Weil, Gotshal & Manges LLP.

(ff) "Scheduling Order" means the scheduling order to be entered pursuant to Court of Chancery Rule 23, substantially in the form attached hereto as Exhibit A.

(gg) "Settlement" means the settlement contemplated by this Stipulation.

(hh) "Settlement Amount" means a total of \$40 million (\$40,000,000) in cash.

(ii) "Settlement Fund" means the principal amount of \$40 million (\$40,000,000) in cash, plus any interest that may accrue on that sum after it is deposited in the Escrow Account.

(jj) "Settlement Hearing" means the hearing to be held by the Court to determine whether the proposed Settlement should be approved as fair,

reasonable, and adequate, whether a Judgment approving the Settlement should be entered in accordance with the terms of this Stipulation, and whether and in what amount any award of attorneys' fees and expenses should be paid to Plaintiff's Counsel.

(kk) "Settlement Payment Recipients" means all Eligible Beneficial Owners and all Eligible Record Holders.

(ll) "Taxes" means all federal, state, and/or local taxes of any kind (including any interest or penalties thereon) on any income earned by the Settlement Fund.

(mm) "Tax Expenses" means the expenses and costs incurred in connection with the calculation and payment of Taxes or the preparation of tax returns and related documents, including expenses of tax attorneys and/or accountants and mailing and distribution costs relating to filing (or failing to file) the returns described in Section VII.

(nn) "Unknown Claims" means any claims that a releasing Person does not know or suspect exists in his, her, or its favor at the time of the release of the Released Plaintiff's Claims and Released Defendants' Claims, which if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Plaintiff's Claims and Released Defendants' Claims, upon the Effective Date, Plaintiff, Defendants, and the Sanofi

Parties shall expressly waive, and each of the Class Members, the Released Plaintiff Parties, and Released Defendant Parties shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law or foreign law, which 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.

Plaintiff, Defendants, and the Sanofi Parties acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Plaintiff's Claims and the Released Defendants' Claims, but that it is the intention of Plaintiff, Defendants, and the Sanofi Parties, and by operation of law the Released Plaintiff Parties and the Released Defendant Parties, effective upon the Effective Date, to completely, fully, finally, and forever extinguish any and all Released Plaintiff's Claims and Released Defendants' Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the

subsequent discovery of additional or different facts. Plaintiff, Defendants, and the Sanofi Parties also acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties by operation of law are deemed to acknowledge, that the inclusion of “Unknown Claims” in the definition of Released Plaintiff’s Claims and Released Defendants’ Claims is separately bargained for and is a key element of the Settlement.

II. Settlement Fund

A. The Settlement Fund

1. In consideration for the full and final release, settlement, and discharge of Released Plaintiff’s Claims and Released Defendants’ Claims, Plaintiff, Defendants, and the Sanofi Parties have agreed as follows:

(a) Defendants and the Sanofi Parties shall cause their respective portions of the Settlement Amount to be deposited into the Escrow Account.

(b) The Settlement Amount shall be paid within ten (10) calendar days after the later of: (a) approval and entry of the Scheduling Order by the Court, or (b) Plaintiff’s Counsel’s delivery to Defendants’ Counsel and Sanofi’s Counsel of all necessary wiring/payment information, a signed IRS Form W-9 reflecting a valid taxpayer identification number for the Escrow Account, and any other information reasonably requested to effectuate payment into the Escrow Account.

(c) All funds held in the Escrow Account 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 this Stipulation and/or further order(s) of the Court.

(d) The Settlement Fund shall be administered by the Administrator and the Escrow Agent and shall be used: (i) to pay all Administrative Costs; (ii) to pay any Fee and Expense Award; (iii) to pay any Taxes and Tax Expenses; and (iv) following the payment of (i), (ii), and (iii) herein, for subsequent disbursement of the Net Settlement Fund to the Settlement Payment Recipients as provided in Section II herein and the Plan of Allocation as approved by the Court.

(e) Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiff's Counsel may pay from the Settlement Fund, without order of the Court, all reasonable costs and expenses actually incurred in connection with Administrative Costs up to the sum of \$500,000, which shall include the costs of providing notice. Before the Effective Date, Administrative Costs in excess of \$500,000 may be paid from the Settlement Fund only with prior approval of the Court and Defendants. In the event that the Settlement does not become Final, Administrative Costs paid out of the Settlement Fund shall not be returned or repaid to any person or entity who or which funded the Settlement Fund. After the Effective

Date, Administrative Costs may be paid as incurred pursuant to an administrative order by the Court.

(f) For the avoidance of doubt: (i) neither Plaintiff, the Class Members, nor Plaintiff's Counsel shall seek any monetary relief as a condition of the Settlement other than payment of the Settlement Amount in accordance with ¶ 1(a) and (b); and (ii) the Released Defendant Parties shall have no liability or responsibility whatsoever in connection with the Settlement, the Settlement Fund, the investment or distribution of the Settlement Fund, the Net Settlement Fund, the administration or calculation of any payment from the Net Settlement Fund, the Plan of Allocation, Administrative Costs, Taxes, Tax Expenses, Fee and Expense Award or acts or omissions of the Administrator or the Escrow Agent, or the Action, except as specifically set forth herein.

B. Distribution of the Settlement Fund

2. Subject to the approval of the Court, Plaintiff shall retain the Administrator to oversee the administration of the Settlement and distribution of the Settlement Fund.

3. As soon as practicable after the Effective Date, the Administrator shall distribute the Net Settlement Fund to the Settlement Payment Recipients as set forth in this Section II.B or as otherwise approved by the Court.

4. The Net Settlement Fund will be allocated and distributed on a per-share basis among the Settlement Payment Recipients (the “Initial Distribution”). Each Settlement Payment Recipient will receive a *pro rata* payment from the Net Settlement Fund equal to the product of (i) the number of “Eligible Shares” held by the Settlement Payment Recipient, where Eligible Shares are shares held by the Settlement Payment Recipient at closing and for which the Settlement Payment Recipient received Acquisition Consideration, and (ii) the “Per-Share Recovery” for the Settlement, which will be determined by dividing the total amount of the Net Settlement Fund by the total number of Eligible Shares. For the avoidance of doubt, the Net Settlement Fund will be paid to the holders of Bioverativ common stock who were paid the Acquisition Consideration because their shares were tendered in the Tender Offer or were converted into the right to receive Acquisition Consideration pursuant to the terms of the Merger Agreement, other than Excluded Persons.

5. The Administrator shall use the information previously obtained in connection with the 2023 Partial Settlement to administer this Settlement, which includes:

(a) a copy of the allocation report or any similar document or data used by DTC to distribute the Acquisition Consideration and any additional information necessary to identify all DTC Participants who received the Acquisition Consideration in exchange for Bioverativ common stock in connection with the

Acquisition, the number of shares as to which each DTC Participant received payment (and/or the amount of consideration each DTC Participant received), and the correct address or other contact information used to communicate with the appropriate representatives of each DTC Participant that received Acquisition Consideration (collectively, the “DTC Information”).

(b) a copy of Bioverativ’s list of stockholders of record used by Bioverativ or Sanofi to distribute the Acquisition Consideration and any additional information necessary to identify all record holders of Bioverativ common stock who received the Acquisition Consideration in exchange for Bioverativ common stock in connection with the Acquisition, the number of shares as to which each record holder received payment (and/or the amount of consideration each record holder received), and the correct address or other contact information used to communicate with the appropriate representatives of each record holder that received Acquisition Consideration (collectively, the “Record Holder Information”).

6. If necessary, Defendants, Defendants’ Counsel, the Sanofi Parties, and Sanofi’s Counsel shall make commercially reasonable efforts to cooperate with Plaintiff’s Counsel and the Administrator as reasonably necessary to obtain any additional information required under ¶ 5 or any other information needed for administration of the Settlement. Defendants, Defendants’ Counsel, the Sanofi

Parties, and Sanofi's Counsel shall be under no obligation to obtain information not within Defendants' or the Sanofi Parties' control, as applicable.

7. With respect to Bioverativ common stock held of record at the closing by DTC through its nominee Cede, provided that the Administrator has the necessary DTC Information, the Administrator shall cause the relevant portion of the Net Settlement Fund to be allocated to Eligible Beneficial Owners who held their shares through DTC Participants by first distributing that portion of the Net Settlement Fund among the DTC Participants by paying each DTC Participant the Per-Share Recovery times its respective Closing Security Position (defined below). For each DTC Participant, the "Closing Security Position" means the number of shares of Bioverativ common stock reflected on the DTC allocation report used by DTC to pay the Acquisition Consideration, less any shares that were held by an Excluded Person at the time of the Acquisition. The Administrator shall further take all appropriate steps to instruct DTC Participants to distribute the portion of the Net Settlement Fund that they receive to the Eligible Beneficial Holders on a *pro rata* basis in accordance with each Eligible Beneficial Owner's "Closing Beneficial Ownership Position," which means, for each Eligible Beneficial Owner, the number of shares of Bioverativ common stock beneficially owned by such Eligible Beneficial Owner as of closing, for which the Eligible Beneficial Owner received payment of the Acquisition Consideration, in a similar manner to that in which the

DTC Participants paid the Acquisition Consideration in connection with the Acquisition.

8. The Administrator may use information previously obtained in the 2023 Partial Settlement to ensure that no portion of the Net Settlement Fund is distributed to any Excluded Person, including information sufficient: (a) to identify the number of shares of Bioverativ common stock beneficially owned by each Excluded Person as of closing, (b) to identify the DTC Participant or non-Cede record holder through which such shares were held as of closing, and (c) to enable any relevant DTC Participant to identify and exclude from payment all shares of Bioverativ common stock beneficially owned by each Excluded Person as of closing (collectively, the “Excluded Person Information”).

9. With respect to Bioverativ common stock held of record at the closing of the Tender Offer and the Acquisition other than by Cede, as nominee for DTC (a “Closing Non-Cede Record Position”), provided that the Administrator first receives the necessary Record Holder Information, the Administrator will distribute the *pro rata* amount of the Net Settlement Fund attributable to the Eligible Record Holders by paying directly to each Eligible Record Holder an amount equal to the Per-Share Recovery times the number of shares of Bioverativ common stock comprising such Closing Non-Cede Record Position.

10. If there is any balance remaining in the Net Settlement Fund six (6) months after distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, amounts returned by Excluded Persons who erroneously receive settlement payments, or otherwise), the Administrator shall, if feasible, distribute such balance among the Settlement Payment Recipients who received and deposited the Initial Distribution, in the same manner as the Initial Distribution. If the cost of making such a further distribution or distributions is unreasonably high relative to the amount remaining in the Net Settlement Fund, Plaintiff's Counsel may file a motion for an administrative order instructing the Administrator to distribute any balance which still remains in the Net Settlement Fund, after provision for all anticipated expenses, to the Delaware Combined Campaign for Justice. Neither the Released Defendant Parties nor their indemnitors or insurers shall have any reversionary interest in the Net Settlement Fund.

11. The Net Settlement Fund shall be distributed to Settlement Payment Recipients only after the Effective Date of the Settlement and after all Administrative Costs, all Taxes and Tax Expenses, and any Fee and Expense Award have been paid from the Settlement Fund or reserved.

12. Payment pursuant to the Plan of Allocation or other such plan of allocation as may be approved by the Court shall be final and conclusive against all Class Members. Plaintiff, the Released Defendant Parties, Defendants' Counsel,

and Sanofi's Counsel shall have no liability whatsoever for the determination, administration, or investment of the Settlement Fund or the Net Settlement Fund; the calculation or distribution of any payment from the Settlement Fund or Net Settlement Fund; the performance or nonperformance of the Administrator, Escrow Agent, any DTC Participants, or any nominee holding shares on behalf of a Class Member; the determination, administration, payment, or withholding of Taxes (including interest and penalties) owed by the Settlement Fund; or any losses incurred in connection with any of the foregoing.

13. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, Defendants, the Released Defendant Parties, and any other person or entity who or which paid any portion of the Settlement Amount shall have no right to the return of the Settlement Amount or any portion thereof for any reason whatsoever, including the inability to locate Class Members or the failure of Settlement Payment Recipients to deposit settlement funds distributed by the Administrator, but the foregoing does not limit the right of the Defendants and Released Defendant Parties to enforce the terms of and their rights under this Stipulation.

14. The Plan of Allocation proposed in this Stipulation 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.

No Party can 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 Sanofi Parties shall not object in any way to the Plan of Allocation or any other plan of allocation in this Action and shall not have any involvement with the application of the Court-approved plan of allocation except as explicitly provided herein.

15. All proceedings with respect to the administration of the Settlement and distribution pursuant to the proposed Plan of Allocation or other such plan of allocation as may be approved by the Court shall be subject to the exclusive jurisdiction of the Court.

16. Defendants and the Sanofi Parties shall have no input, responsibility, or liability for any claims, payments, or determinations by the Administrator concerning the distribution of the Settlement Fund, except to provide information as required in ¶ 6 hereof.

C. The Escrow Agent

17. The Escrow Agent shall invest the Settlement Fund, deposited pursuant to ¶ 1 above, in instruments backed by the full faith and credit of the U.S. Government or fully insured by the U.S. Government or an agency thereof, or in money funds holding only instruments backed by the full faith and credit of the U.S. Government, and shall reinvest the proceeds of these instruments at their then-

current market rates. The Settlement Fund shall bear all risks related to investment of the Settlement Amount.

18. The Escrow Agent shall not disburse the Settlement Fund except as provided in this Stipulation, by an order of the Court, or with the written agreement of counsel for Plaintiff, Defendants, and the Sanofi Parties.

19. Subject to further order and/or direction as may be made by the Court, the Escrow Agent is authorized to execute such transactions on behalf of the Class as are consistent with the terms of this Stipulation.

III. Scope of the Settlement

20. Upon entry of the Judgment, the Action shall be dismissed with prejudice. The foregoing dismissal is without fees, costs, or expenses, except as expressly provided in this Stipulation.

21. Upon the Effective Date, Plaintiff and each and every member of the Class, on behalf of themselves and any other person or entity who could assert any of the Released Plaintiffs' Claims on their behalf, and to the fullest extent permitted by law, including in light of the releases set forth in ¶ 22 the other Released Plaintiff Parties and any and all of their respective predecessors, successors, assigns, agents, representatives, trustees, executors, administrators, estates, heirs, and transferees, whether immediate or remote, shall and shall be deemed to fully, finally, and forever release, relinquish, settle, and discharge the Released Defendant Parties from and

with respect to every one of the Released Plaintiff's Claims on the terms and conditions set forth herein, and shall thereupon be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, continuing, maintaining, participating in, or prosecuting any and all Released Plaintiff's Claims against the Released Defendant Parties. For the avoidance of doubt, the releases provided in this Paragraph shall not affect and are in addition to the releases set forth in the 2023 Partial Settlement.

22. Upon the Effective Date, Defendants, on behalf of themselves and any other person or entity who could assert any of the Released Defendants' Claims on their behalf, and to the fullest extent permitted by law, including in light of the releases set forth in ¶ 21, the other Released Defendant Parties, shall or shall be deemed to, fully, finally, and forever release, relinquish, settle, and discharge the Released Plaintiff Parties from and with respect to every one of the Released Defendants' Claims on the terms and conditions set forth herein, and shall thereupon be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, continuing, maintaining, participating in, or prosecuting any of the Released Defendants' Claims against any of the Released Plaintiff Parties.

IV. Submission of the Settlement to the Court for Approval

23. As soon as practicable after this Stipulation has been executed, Plaintiff and Defendants shall jointly apply to the Court for entry of the Scheduling Order

substantially in the form attached hereto as Exhibit A, providing for, among other things: (a) the dissemination of the Notice, which includes a Plan of Allocation, substantially in the form attached hereto as Exhibit B; and (b) the scheduling of the Settlement Hearing to consider: (i) the proposed Settlement; (ii) the joint request of the Parties that the Judgment be entered in all material respects in the form attached hereto as Exhibit C; (iii) Plaintiff's Counsel's Fee Application (defined below); and (iv) any objections to any of the foregoing. The Parties agree to take all reasonable and appropriate steps to seek and obtain entry of the Scheduling Order. If the Administrator does not receive, at least five business days before the scheduled date of the Settlement Hearing, any additional information required under ¶¶ 5, 6, or 8, then Plaintiff's Counsel may seek a postponement or adjournment of the Settlement Hearing for a period reasonably sufficient for the Administrator to obtain the missing information; provided, however, that if the Settlement Hearing has been postponed or adjourned and the Administrator does not receive all of the information required under ¶¶ 5, 6, or 8 within six (6) months of the date of this Stipulation, the Parties shall confer in good faith, including with respect to an alternative plan of allocation of the Settlement Fund to be presented to the Court, and seek to schedule as promptly as practicable the Settlement Hearing and obtain Court approval of the Stipulation and the Settlement.

24. The Parties and their attorneys agree to use their individual and collective reasonable best efforts to obtain Court approval of the Stipulation. The Parties and their attorneys further agree to use their individual and collective reasonable best efforts to effect, take, or cause to be taken all actions, and to do, or cause to be done, all things reasonably necessary, proper, or advisable under applicable laws, regulations, and agreements to consummate and make effective, as promptly as practicable, the Stipulation provided for hereunder and the entry of the Judgment. The Parties and their attorneys agree to cooperate fully with one another in seeking the Court's approval of this Stipulation, to jointly request at the Settlement Hearing that the Judgment be entered, and to take all reasonable and appropriate steps to obtain a Final Judgment in all material respects in the form attached hereto as Exhibit C.

25. If, before the Settlement becomes Final, any action is filed in any court, arbitration tribunal, administrative forum, or other forum of any kind asserting a Released Plaintiff's Claim, Plaintiff agrees to cooperate in good faith with any and all reasonable actions by Defendants seeking a stay or dismissal of such action or proceeding, and preventing and opposing entry of any interim or final relief in favor of the Plaintiff in any such action or proceeding.

V. Conditions of Settlement

26. This Settlement shall be subject to the following conditions, which the Parties shall use their reasonable best efforts to effectuate:

(a) the entry of the Scheduling Order in all material respects in the form attached hereto as Exhibit A;

(b) the entry of the Judgment in all material respects in the form attached hereto as Exhibit C, including Releases substantially in the form set out herein and dismissal of the Action with prejudice as to Defendants;

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

(d) the deposit of the Settlement Amount in the Escrow Account in accordance with ¶ 1; and

(e) the occurrence of the Effective Date.

VI. Attorneys' Fees and Expenses

27. Plaintiff's Counsel will submit an application or applications (the "Fee Application") for an award of attorneys' fees in an amount not to exceed 30% of the Settlement Amount and an award of litigation expenses or charges (not awarded in connection with the 2023 Partial Settlement) in an amount not to exceed \$900,000, plus any interest on such attorneys' fees and expenses at the same rate and for the same periods as earned by the Settlement Fund until paid (together, the "Fee and Expense Award"). The Fee Application will be wholly inclusive of any request for

attorneys' fees and expenses on behalf of any Class Member or his, her, or its counsel in connection with the Settlement or the litigation of the Action or § 220 Action to date. Plaintiff's Counsel reserves the right to make, and Defendants reserve the right to oppose, subsequent fee applications should the situation warrant it.

28. Any award of attorneys' fees and expenses by the Court pursuant to the Fee Application (*i.e.*, the Fee and Expense Award) shall be paid out of, and not be in addition to, the Settlement Fund.

29. The Fee and Expense Award shall be payable to Plaintiff's Counsel from the Settlement Fund immediately upon entry of an order by the Court granting the Fee and Expense Award. In the event that (i) the Effective Date does not occur, (ii) this Stipulation is disapproved, canceled, or terminated pursuant to its terms, (iii) the Settlement otherwise does not become Final for any reason, or (iv) the Fee and Expense Award is disapproved, reduced, reversed, or otherwise modified, as a result of any further proceedings, including any successful collateral attack, then Plaintiff's Counsel shall, within five (5) business days after Plaintiff's Counsel receives notice of any such failure of the Effective Date to occur, termination of this Stipulation, failure of the Settlement to become Final, or disapproval, reduction, reversal, or other modification of the Fee and Expense Award, return to the Escrow Account, as applicable, either the entirety of the Fee and Expense Award or the difference between the attorneys' fees and expenses awarded by the Court in the Fee

and Expense Award, and any attorneys' fees and expenses ultimately and finally awarded on appeal, further proceedings on remand, or otherwise. For the avoidance of doubt, no Court order or reversal on appeal of any order concerning the Plan of Allocation or the Fee and Expense Award shall operate to terminate or cancel this Stipulation and/or the Settlement, or constitute grounds for termination or cancellation of this Stipulation and/or the Settlement.

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

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

32. The Released Defendant Parties and the Sanofi Parties shall have no input into, or responsibility or liability for, the allocation by Plaintiff's Counsel of the Fee and Expense Award.

VII. Escrow Account and Taxes

33. The Parties agree as follows:

(a) The Parties and the Escrow Agent agree to treat the Settlement Fund as being at all times a "qualified settlement fund" within the meaning of Treas.

Reg. § 1.468B-1, and the regulations promulgated thereunder. The Parties and the Escrow Agent further agree that the Settlement Fund shall be established pursuant to the Court's subject matter jurisdiction within the meaning of Treas. Reg. § 1.468B-1(c)(1). In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this ¶ 33, including the "relation-back election" (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(b) For the purpose of § 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" (as defined in Treas. Reg. § 1.468B-2(k)(3)) shall be the Escrow Agent. The Escrow Agent shall timely and properly file all informational and other federal, state, or local tax returns necessary or advisable with respect to the earnings on the Settlement Fund (including the returns described in Treas. Reg. § 1.468B-2(k)). Such returns (as well as the elections described in ¶ 33(a) hereof) shall be consistent with this ¶ 33 and in all events shall reflect that all Taxes (including any estimated Taxes, interest,

or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in ¶ 33(c) hereof.

(c) Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court, and the Escrow Agent shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Settlement Payment Recipients any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). Neither the Released Defendant Parties, the Sanofi Parties nor their counsel shall have any responsibility or liability for any Taxes, Tax Expenses, administration of Taxes and Tax Expenses, or any acts or omissions of the Escrow Agent (or its agents). The Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this ¶ 33.

VIII. Termination of Settlement; Effect of Termination

34. Defendants, Plaintiff, or the Sanofi Parties shall have the right (but not the obligation) to terminate the Settlement and this Stipulation by providing written notice of their election to do so to all other Parties within ten (10) business days of:

(a) the Court's declining to enter the Scheduling Order, in any material respect; (b)

the Court's declining to enter the Judgment approving the Settlement, in any material respect; (c) modification or reversal of the Judgment approving the Settlement, in any material respect on or following reargument, reconsideration, rehearing, appellate review, remand, collateral attack, or other proceedings; or (d) failure to satisfy any of the other conditions of Section V.

35. Neither modification nor a reversal on appeal of the Fee and Expense Award or the Plan of Allocation shall be deemed a material modification of the Judgment or this Stipulation, shall operate to terminate or cancel this Stipulation and/or the Settlement, or shall constitute grounds for termination or cancellation of this Stipulation and/or the Settlement.

36. If either: (a) the Effective Date does not occur, (b) this Stipulation is disapproved, canceled, or terminated pursuant to its terms, or (c) the Settlement otherwise does not become Final for any reason, then (i) the Settlement and this Stipulation (other than this Section, ¶ 29 and Sections IX-X) shall be canceled and terminated; (ii) any judgment entered in the Action and any related orders entered by the Court shall in all events be treated as vacated, nunc pro tunc; (iii) the releases provided under the Settlement shall be null and void; (iv) the fact of the Settlement shall not be admissible in any proceeding before any court or tribunal; (v) all proceedings respecting the Released Plaintiff's Claims (and, if applicable, the Released Defendants' Claims) shall revert to their status before the Settlement; (vi)

the Parties shall proceed in all respects as if the Settlement and this Stipulation (other than this Section) had not been entered into by the Parties; and (vii) the Settlement Amount (including any accrued interest thereon in the Escrow Account), less any Administrative Costs and Taxes and Tax Expenses actually incurred and paid or payable, and including any Fee and Expense Award or portion thereof required to be returned to the Escrow Account by Plaintiff's Counsel pursuant to ¶ 29 above, shall be refunded by the Escrow Agent, within thirty (30) calendar days after such cancellation or termination, directly to the parties who made payments pursuant to ¶ 1(a) in proportion to the portion of the Settlement Amount funded by such parties.

IX. No Admission of Wrongdoing

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

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

any proceeding of any nature, for any purpose whatsoever; provided, however, that the Judgment may be introduced in any proceeding subject to Delaware Rule of Evidence 408 and any and all other state and federal law corollaries thereto, whether in the Court or otherwise, as may be necessary to argue and establish that the Judgment has *res judicata*, collateral estoppel, or other issue or claim preclusion effect or to otherwise consummate or enforce the Settlement and Judgment or to secure any insurance rights or proceeds of any of the Released Defendant Parties or Released Plaintiff Parties or as otherwise required by law.

X. Miscellaneous Provisions

39. Plaintiff, Defendants, and the Sanofi Parties represent and agree that the terms of the Settlement were negotiated at arm's length and in good faith, with the assistance of the Honorable Layn R. Phillips of Phillips ADR as mediator, and reflect a settlement that was reached voluntarily based upon adequate information, sufficient discovery, and consultation with experienced legal counsel.

40. All of the exhibits attached hereto (the "Exhibits") are material and integral parts of the Stipulation, and shall be incorporated by reference as though fully set forth herein.

41. This Stipulation and the Exhibits constitute the entire agreement among Plaintiff, Defendants, and the Sanofi Parties, and supersede any prior agreements among Plaintiff, Defendants, and/or the Sanofi Parties, with respect to the

Settlement. No representations, warranties, or inducements have been made to or relied upon by any party concerning this Stipulation or its Exhibits, other than the representations, warranties, and covenants expressly set forth in such documents.

42. This Stipulation is and shall be binding upon and shall inure to the benefit of the Released Defendant Parties, the Released Plaintiff Parties (including the Class Members), and the respective legal representatives, heirs, executors, administrators, transferees, successors, and assigns of all such foregoing persons and entities and upon any corporation, partnership, or other entity into or with which any of the foregoing may merge, consolidate, or reorganize.

43. This Stipulation may not be amended or modified, nor may any of its provisions be waived, except by written instrument signed by Plaintiff's Counsel, Defendants' Counsel and Sanofi's Counsel, or their successors-in-interest.

44. The waiver by Plaintiff, Defendants, or the Sanofi Parties of any breach of this Stipulation shall not be deemed a waiver of any other prior or subsequent breach of any provision of this Stipulation.

45. Plaintiff represents and warrants that Plaintiff is a member of the Class and that none of Plaintiff's claims or causes of action referred to in this Stipulation has been assigned, encumbered, or otherwise transferred in whole or in part.

46. Each party represents and warrants that the party has made such investigation of the facts pertaining to the Settlement provided for in this Stipulation,

and all of the matters pertaining thereto, and has been advised by counsel, as the party deems necessary and advisable.

47. Each counsel signing this Stipulation warrants that such counsel has been duly empowered and authorized to sign this Stipulation on behalf of his or her client(s).

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

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

50. Without further Order of the Court, Plaintiff, Defendants, and the Sanofi Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

51. To the extent permitted by law, all agreements made and orders entered during the course of the Action related to the confidentiality of documents or information shall survive this Stipulation.

52. This Stipulation may be executed in counterparts by electronic signature, email, PDF, fax, or original signature by any of the signatories hereto and as so executed shall constitute one agreement.

53. This Stipulation, the Settlement, and any and all disputes arising out of or relating in any way to this Stipulation or Settlement, whether in contract, tort, or otherwise, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

54. The 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 any award of attorneys' fees and expenses and enforcing the terms of this Stipulation.

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

56. Plaintiff, the Sanofi Parties, and Defendants agree that, in the event of any breach of this Stipulation, all of Plaintiff's, Defendants', and the Sanofi Parties' rights and remedies at law, equity, or otherwise are expressly reserved.

IN WITNESS WHEREOF, the parties by their undersigned attorneys have executed this Stipulation as of June 25, 2024.

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Inc.*



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

STEWART N. GOLDSTEIN, M.D.,)
individually and on behalf of all others)
similarly situated,)

Plaintiff,)

v.)

C.A. No. 2020-1061-JTL

ALEXANDER J. DENNER,)
SARISSA CAPITAL)
MANAGEMENT, L.P., SARISSA)
CAPITAL DOMESTIC FUND LP,)
SARISSA CAPITAL OFFSHORE)
MASTER FUND LP, and SARISSA)
CAPITAL MANAGEMENT GP LLC,)

Defendants.)

[PROPOSED] SCHEDULING ORDER

WHEREAS, the parties to the above-captioned action (the “Action”), along with non-parties Bioverativ, Inc. and Sanofi, S.A., have entered into a Stipulation and Agreement of Compromise and Settlement dated June 25, 2024 (the “Stipulation”), which sets forth the terms and conditions for the proposed settlement and resolution of certain claims asserted in the Action, subject to review and approval by this Court pursuant to Court of Chancery Rule 23 upon notice to the Class;

NOW, THEREFORE, this ____ day of _____, 2024, upon application of the parties, IT IS HEREBY ORDERED that:

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

2. On February 8, 2024, the Court certified this Action as a non-opt-out class action under Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) on behalf of the following class (the “Class”):

Any and all holders of Bioverativ Inc. common stock, either of record or beneficially, at any time during May 24, 2017 through and including March 8, 2018, including any and all of their representatives, trustees, executors, administrators, estates, heirs, successors in interest, predecessors in interest, predecessors, transferees, and assigns, immediate and remote, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their respective successors in interest, successors, predecessors in interest, predecessors, transferees, and assigns, but excluding the Excluded Persons (referred to herein as the “Class”).

“Excluded Persons” means Sanofi S.A., its subsidiaries and its affiliates, Alexander J. Denner, John G. Cox, Anna Protopapas, Brian S. Posner, Louis J. Paglia, Geno J. Germano, John T. Greene, Andrea DiFabio, Sarissa Capital Management, L.P., Sarissa Capital Domestic Fund LP, Sarissa Capital Offshore Master Funds LP, Sarissa Capital Management GP LLC, as well as the members of the individuals’ immediate families, and any entity in which any of them has a controlling interest, and the heirs, successors, or assignees of any such excluded party. Excluded Persons also include any trusts, estates, entities, or accounts that held Bioverativ shares for the benefit of any of the foregoing.

3. The Court appointed Plaintiff as representative for the Class, and the Court hereby provisionally appoints the law firms of Robbins Geller Rudman &

Dowd LLP; Prickett, Jones & Elliott, P.A.; Cooch & Taylor, P.A.; and Johnson Fistel, LLP as counsel for the Class for the purposes of this Settlement.

4. A hearing (the “Settlement Hearing”) will be held on September 12, 2024, at 9:15 a.m., in the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, to: (a) determine whether Plaintiff and Plaintiff’s Counsel have adequately represented the interests of the Class in the Action, confirm class certification, confirm the appointment of Plaintiff as class representative and appoint Plaintiff’s Counsel as class counsel; (b) determine whether the Court should approve the Settlement as fair, reasonable, and adequate and in the best interests of the Class; (c) determine whether the Action should be dismissed with prejudice by entry of the Judgment pursuant to the Stipulation, releasing the Released Plaintiff’s Claims and Released Defendants’ Claims against the respective released parties, and barring and enjoining prosecution of any and all released claims against any and all respective released parties; (d) consider the application by Plaintiff’s Counsel for attorneys’ fees, costs, and payment of expenses; (e) hear and determine any objections to the Settlement and/or to the application of Plaintiff’s Counsel for an award of attorneys’ fees, costs, and expenses; and (f) rule on such other matters as the Court may deem appropriate.

5. The Court may adjourn and reconvene the Settlement Hearing, or any adjournment thereof, including the consideration of the application for attorneys’

fees, costs, and expenses, without further notice to Class Members other than oral announcement at the Settlement Hearing or any adjournment thereof or a notation on the docket in the Action, and retains jurisdiction over the Parties and all Class Members to consider all further applications arising out of or connected with the proposed Settlement.

6. The Court may approve the Settlement at or after the Settlement Hearing, according to the terms and conditions of the Stipulation, as it may be modified by the Parties, without further notice to Class Members. Further, the Court may render its judgment and order the payment of attorneys' fees and expenses at or after the Settlement Hearing, with such modifications as may be consented to by the Parties and without further notice of any kind.

7. The Court approves, in form and substance, the Notice of Pendency and Proposed Settlement of Class Action (the "Notice"), substantially in the form attached as Exhibit B to the Stipulation.

8. The Court finds that the mailing and publication of the Notice in substantially the manner set forth in this Scheduling Order: (i) constitutes the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, of the effect of the proposed Settlement (including the releases to be provided thereunder and the Plan of Allocation), of Plaintiff's Counsel's application

for an award of attorneys' fees and litigation expenses, of their right to object to the Settlement, and/or their right to appear at the Settlement Hearing; (iii) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Court of Chancery Rule 23, the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

9. The Court approves Gilardi & Co. LLC as the Administrator.

10. If necessary, Defendants and Defendants' Counsel shall make commercially reasonable efforts to cooperate with Plaintiff's Counsel and the Administrator as reasonably necessary to obtain any additional information required under Paragraph 5 of the Stipulation or any other information needed for administration of the Settlement.

11. Not less than sixty (60) calendar days before the Settlement Hearing, the Administrator shall cause the Notice, substantially in the form attached as Exhibit B to the Stipulation, to be mailed by first-class mail, to each Person who was a record holder of Bioverativ common stock at any time from May 24, 2017 through and including March 8, 2018, at their last known address appearing in the stock transfer records maintained by or on behalf of Bioverativ. All stockholders of record of Bioverativ who were not also the beneficiary of any shares of common stock held by them of record shall be directed in the Notice to forward promptly the Notice to

the beneficial owners of those shares. The Administrator shall use reasonable efforts to give notice to such beneficial owners by: (i) making additional copies of the Notice available to any record holder who, prior to the Settlement Hearing, requests the same for distribution to beneficial owners, or (ii) mailing additional copies of the Notice to beneficial owners as reasonably requested by record holders who provide names and addresses for such beneficial owners.

12. The Parties shall provide further notice to the Class Members within fourteen (14) days of the entry of this Scheduling Order by causing the Stipulation and the Notice to be placed on the Administrator's website.

13. The costs associated with the distribution of the Notice or any additional notice shall be paid in accordance with the Stipulation.

14. At least twenty-eight (28) calendar days before the Settlement Hearing, Plaintiff shall file any opening briefs in support of the proposed Settlement, and Plaintiff's Counsel shall file their application for an award of attorneys' fees, costs, and expenses, including any supporting affidavit(s).

15. At least ten (10) calendar days before the date of the Settlement Hearing, Plaintiff shall file with the Court proof of mailing of the Notice.

16. At the Settlement Hearing, any Class Member who desires to do so may appear personally or by counsel, and show cause, if any, why the Settlement of the Action in accordance with and as set forth in the Stipulation should not be approved

as fair, reasonable, and adequate and in the best interests of the Class; why the Judgment should not be entered in accordance with and as set forth in the Stipulation; or why the Court should not grant Plaintiff's Counsel's application for an award of attorneys' fees, costs, and expenses incurred in the Action; provided, however, that unless the Court in its discretion otherwise directs, no Class Member, or any other person, shall be entitled to contest the approval of the terms and conditions of the Settlement or (if approved) the Judgment to be entered thereon, or the allowance of fees, costs, and expenses to Plaintiff's Counsel, and no papers, briefs, pleadings, or other documents submitted by any Class Member or any other person (excluding a Party to the Stipulation) shall be received or considered, except by order of the Court for good cause shown, unless, no later than fourteen (14) calendar days prior to the Settlement Hearing, such person files with the Register in Chancery, the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, and serves upon the attorneys listed below: (a) a written and signed notice of intention to appear, which states the name, address, telephone number, and email address (if available) of the objector and, if represented, his, her, or its counsel; (b) documentation evidencing membership in the Class; (c) a written and detailed statement of objections to any matter before the Court; and (d) the grounds therefor or the reasons for wanting to appear and be heard, as well as all documents or writings the Court shall be asked to consider. These

writings must also be served, on or before such filing with the Court, by hand or first-class mail upon the following attorneys:

Kevin H. Davenport
John G. Day
PRICKETT, JONES & ELLIOTT, P.A.
1310 King Street
Wilmington, DE 19801

Stephen E. Jenkins
ASHBY & GEDDES
500 Delaware Avenue, 8th Floor
P.O. Box 1150
Wilmington, DE 19899

Christopher H. Lyons
ROBBINS GELLER RUDMAN
& DOWD LLP
1521 Concord Pike, Suite 301
Wilmington, DE 19803

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WIKKIE FARR & GALLAGHER LLP
787 Seventh Avenue
New York, NY 10019

Randall J. Baron
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655 West Broadway, Suite 1900
San Diego, CA 92101

*Counsel for Defendants Sarissa Capital
Management LP, Sarissa Capital
Domestic Fund LP, Sarissa Capital
Offshore Master Fund LP, Sarissa
Capital Management GP LLC and Dr.
Alexander J. Denner*

Counsel for Plaintiff

Counsel for the Parties are directed to promptly furnish each other with copies of any and all objections that might come into their possession.

17. Unless the Court orders otherwise, any Class Member who or which does not make his, her, or its objection in the manner provided herein shall: (a) be deemed to have waived and forfeited his, her, or its right to object, including any right of appeal, to any aspect of the proposed Settlement or Plaintiff's Counsel's application for an award of attorneys' fees and litigation expenses; (b) be forever barred and foreclosed from objecting to the fairness, reasonableness, or adequacy of

the Settlement, the Judgment to be entered approving the Settlement, or the attorneys' fees and litigation expenses requested or awarded; and (c) be deemed to have waived and forever barred and foreclosed from being heard, in this or any other proceeding, with respect to any matters concerning the Settlement or the requested or awarded attorneys' fees and litigation expenses.

18. At least five (5) calendar days before the date of the Settlement Hearing, the Parties shall file any reply in response to any objections to the Settlement and Plaintiff's Counsel shall file any reply in response to any objections to their application for an award of attorneys' fees, costs, and expenses.

19. If the Settlement is approved by the Court following the Settlement Hearing, the Court shall enter an Order and Final Judgment, substantially in the form of Exhibit C to the Stipulation.

20. If the Settlement is terminated as provided in the Stipulation, this Scheduling Order shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation, and this Scheduling Order shall be without prejudice to the rights of Plaintiff, the other Class Members, and the Defendants, and Plaintiff and the Defendants shall revert to their status before the Settlement, as provided in the Stipulation.

21. The Court may, for good cause, extend any of the deadlines set forth in this Scheduling Order without further notice.

Vice Chancellor J. Travis Laster



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

STEWART N. GOLDSTEIN, M.D.,)
individually and on behalf of all others)
similarly situated,)

Plaintiff,)

v.)

C.A. No. 2020-1061-JTL

ALEXANDER J. DENNER,)
SARISSA CAPITAL)
MANAGEMENT, L.P., SARISSA)
CAPITAL DOMESTIC FUND LP,)
SARISSA CAPITAL OFFSHORE)
MASTER FUND LP, and SARISSA)
CAPITAL MANAGEMENT GP LLC,)

Defendants.)

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

TO: ALL RECORD AND BENEFICIAL OWNERS OF BIOVERATIV INC. (“BIOVERATIV” OR THE “COMPANY”) COMMON STOCK WHO HELD SUCH STOCK AT ANY TIME DURING MAY 24, 2017 THROUGH AND INCLUDING MARCH 8, 2018, INCLUDING ANY AND ALL OF THEIR REPRESENTATIVES, TRUSTEES, EXECUTORS, ADMINISTRATORS, ESTATES, HEIRS, SUCCESSORS IN INTEREST, SUCCESSORS, PREDECESSORS IN INTEREST, PREDECESSORS, TRANSFEREES, AND ASSIGNS, IMMEDIATE AND REMOTE, AND ANY PERSON ACTING FOR OR ON BEHALF OF, OR CLAIMING UNDER, ANY OF THEM, AND EACH OF THEM, TOGETHER WITH THEIR RESPECTIVE SUCCESSORS IN INTEREST, SUCCESSORS, PREDECESSORS IN INTEREST, PREDECESSORS, TRANSFEREES, AND ASSIGNS.

PLEASE READ ALL OF THIS NOTICE CAREFULLY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THE ACTION (AS DEFINED HEREIN). IF THE COURT (AS DEFINED HEREIN) APPROVES THE PROPOSED SETTLEMENT DESCRIBED BELOW, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS OF THE PROPOSED

SETTLEMENT, OR PURSUING THE RELEASED PLAINTIFF'S CLAIMS AGAINST THE RELEASED DEFENDANT PARTIES.

IF YOU HELD BIOVERATIV COMMON STOCK FOR THE BENEFIT OF OTHERS, READ THE SECTION BELOW ENTITLED "INSTRUCTIONS TO BROKERS AND OTHERS WHO HELD FOR THE BENEFIT OF OTHERS."

I. PURPOSE OF NOTICE

The purpose of this Notice of Pendency and Proposed Settlement of Class Action (this "Notice") is to inform you of the proposed settlement (the "Settlement") of the above-captioned lawsuit (the "Action") pending in the Court of Chancery of the State of Delaware (the "Court").¹

Pursuant to the Settlement, plaintiff Stewart N. Goldstein, M.D. ("Plaintiff"), on behalf of himself and on behalf of the Class, has agreed to settle and dismiss with prejudice his claims against defendants Alexander J. Denner ("Denner"), Sarissa Capital Management, L.P. ("Sarissa Capital"), Sarissa Capital Domestic Fund LP ("Sarissa Domestic"), Sarissa Capital Offshore Master Fund LP ("Sarissa Offshore"), and Sarissa Capital Management GP LLC ("Sarissa GP") (collectively, with Sarissa Capital, Sarissa Domestic, Sarissa Offshore, and Sarissa GP, "Sarissa," and with Denner, "Defendants"). Non-parties Bioverativ, Inc. ("Bioverativ" or the "Company") and Sanofi, S.A. ("Sanofi") (collectively, the "Sanofi Parties," and

¹ The complete terms of the Settlement are set forth in the Stipulation and Agreement of Compromise and Settlement (the "Stipulation"), which can be viewed and/or downloaded at www.bioverativstockholdersettlement.com. All terms herein with initial capitalization shall, unless defined elsewhere in this Notice, have the meanings ascribed to them in Section III below.

together with the Plaintiff and the Defendants, the “Parties” and each a “Party”), along with Plaintiff and Defendants, have also agreed to the Settlement on the terms described herein and set forth in the Stipulation.

The Settlement resolves all actual and potential claims against the Defendants arising from or relating to the acquisition of Bioverativ by Sanofi, whereby Bioverativ stockholders received \$105.00 in cash for each share of Bioverativ common stock. Following the earlier settlement of all other claims of the Class relating to the acquisition, this Settlement resolves claims that defendant Denner breached his fiduciary duties by causing Sarissa to acquire Bioverativ common stock on the basis of material non-public information related to the acquisition, and Sarissa aided and abetted that breach of fiduciary duty. In consideration of the Settlement, a total of \$40 million (\$40,000,000) in cash will be deposited into an account and will be distributed to the Settlement Payment Recipients (described herein) according to the Plan of Allocation (described herein).

This Notice also informs you of your right to participate in a hearing before the Court to be held on September 12, 2024, at 9:15 a.m., in the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801 (the “Settlement Hearing”) to: (a) determine whether Plaintiff and Plaintiff’s Counsel have adequately represented the interests of the Class in the Action, confirm class certification, confirm the appointment of Plaintiff

as class representative, and appoint Plaintiff's Counsel as class counsel; (b) determine whether the Court should approve the Settlement as fair, reasonable, and adequate and in the best interests of the Class; (c) determine whether the Action should be dismissed with prejudice by entry of the Judgment pursuant to the Stipulation, releasing the Released Plaintiff's Claims and Released Defendants' Claims against the respective released parties, and barring and enjoining prosecution of any and all released claims against any and all respective released parties; (d) consider the application by Plaintiff's Counsel for attorneys' fees, costs, and payment of expenses; (e) hear and determine any objections to the Settlement and/or to the application of Plaintiff's Counsel for an award of attorneys' fees, costs, and expenses; and (f) rule on such other matters as the Court may deem appropriate.

This Notice describes the rights you may have under the Settlement and what steps you may, but are not required to, take in relation to the Settlement.

If the Court approves the Settlement, the Parties to the Action will ask the Court at the Settlement Hearing to enter a Judgment dismissing the Action with prejudice as to the Defendants.

If you are a member of the Class, you will be bound by any judgment entered in the Action. You may not opt out of the Class.

II. BACKGROUND OF THE ACTION

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. IT IS BASED ON STATEMENTS OF THE PARTIES AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE SETTLING PARTIES.

On January 21, 2018, the board of directors (the “Board”) of Bioverativ, a Delaware corporation, approved the Company’s entry into an Agreement and Plan of Merger (the “Merger Agreement”), pursuant to which Bioverativ agreed to be acquired by Sanofi (the “Acquisition”) for \$105.00 per share (the “Acquisition Consideration”).

On January 22, 2018, Bioverativ announced that it had entered into the Merger Agreement, which provided for a tender offer (the “Tender Offer”) followed by a merger pursuant to 8 *Del. C.* § 251.

On February 7, 2018, Sanofi commenced the Tender Offer.

On February 27, 2018, Plaintiff sent a letter to the Board of Bioverativ demanding inspection of Bioverativ’s books and records, pursuant to 8 *Del. C.* § 220.

On March 6, 2018, Bioverativ responded to Plaintiff’s inspection demand letter.

On March 7, 2018, Plaintiff filed a lawsuit in the Court, pursuant to Section 220 of the Delaware General Corporation Law, captioned *Stewart N. Goldstein,*

M.D. v. Bioverativ Inc., C.A. No. 2018-0156-JTL (Del. Ch.) (the “§ 220 Action”), seeking to compel inspection of Bioverativ’s books and records.

On March 7, 2018, the Tender Offer closed with stockholders having tendered sufficient shares of common stock to satisfy the minimum tender condition of the Merger Agreement.

On March 8, 2018, the Acquisition was completed and Bioverativ became a wholly-owned subsidiary of Sanofi.

Following briefing and negotiations between Plaintiff’s Counsel and Bioverativ’s counsel, Bioverativ produced books and records for inspection by Plaintiff to resolve the § 220 Action.

On December 15, 2020, Plaintiff filed his Verified Class Action Complaint (the “Complaint”), alleging: (i) in Count I that defendants Denner, John Cox (“Cox”), Anna Protopapas (“Protopapas”), Brian Posner (“Posner”), Louis Paglia (“Paglia”), and Geno Germano (“Germano”), in their capacities as directors of Bioverativ, breached their fiduciary duties to Bioverativ’s stockholders in connection with the Acquisition and disclosures relating thereto; (ii) in Count II that defendants Cox, John Greene (“Greene”), and Andrea DiFabio (“DiFabio”), in their capacities as officers of Bioverativ, breached their fiduciary duties to Bioverativ’s stockholders in connection with the Acquisition and disclosures relating thereto; (iii) in Count III that defendant Denner breached his fiduciary duties in connection with

his purchase of 1,010,000 shares of Bioverativ common stock through Sarissa in May 2017, relying upon material, non-public information and profited when he was paid \$105.00 per share by Sanofi for those 1,010,000 shares in the Acquisition; and (iv) in Count IV that Sarissa aided and abetted Denner's breaches of fiduciary duty for the conduct alleged in Count III.

On March 17, 2021, Defendants and the Former Defendants (defined below) filed briefs in support of motions to dismiss Plaintiff's Complaint. Briefing on Defendants' and the Former Defendants' motions to dismiss was completed on June 18, 2021.

On September 27, 2021, Plaintiff served his first request for production of documents. Defendants and the Former Defendants filed a motion for a protective order staying discovery on October 8, 2021. After briefing, the Court denied the motion for a protective order staying discovery on November 18, 2021.

On May 26, 2022, the Court issued a memorandum opinion denying the motions to dismiss as to Counts I and II of the Complaint. On June 2, 2022, the Court issued a memorandum opinion denying the motion to dismiss as to Counts III and IV of the Complaint.

The Parties engaged in extensive factual discovery, including by preparing, serving, and responding to requests for production of documents and interrogatories, serving subpoenas on third parties, negotiating privilege disputes, taking and

defending depositions, and engaging in various written and oral communications concerning the scope of discovery. Plaintiff has obtained and reviewed approximately 152,119 documents (over 1 million pages) from Defendants, Former Defendants, and nine non-parties, including Bioverativ, Sanofi, J.P. Morgan Securities LLC and Guggenheim Securities LLC (the financial advisors to Bioverativ in connection with the Acquisition), Lazard Frères & Co. (the financial advisor to Sanofi in connection with the Acquisition), Biogen Inc. (the company from which Bioverativ was spun off in 2017), Paul, Weiss, Rifkind, Wharton & Garrison LLP (the counsel to Bioverativ in connection with the Acquisition), and two wireless service providers. Plaintiff produced documents, responded to three sets of interrogatories (88 interrogatories, excluding subparts) from Defendants and Former Defendants and was deposed by Defendants. Plaintiff's Counsel took 16 depositions and propounded 33 interrogatories (excluding subparts) to Defendants and each Former Defendant.

The Parties engaged in extensive expert witness discovery. Plaintiff served one expert report. Defendants served four expert reports, including two opening reports and two rebuttal reports. Plaintiff's expert was deposed and Plaintiff's Counsel deposed each of Defendants' four experts.

On April 14, 2023, Plaintiff, the Former Defendants, Bioverativ, and Sanofi filed a Stipulation and Agreement of Compromise and Partial Settlement with the

Court, memorializing a settlement of certain claims in exchange for \$84 million (the “2023 Partial Settlement”). Defendants were not parties to the 2023 Partial Settlement but, by virtue of the definition of “Released Defendant Parties” and “Released Plaintiff’s Claims” (as defined in the 2023 Partial Settlement), were released of certain claims, but not the Non-Released Plaintiff’s Claims (as defined in the 2023 Partial Settlement).

On September 14, 2023, the Court entered the Order and Partial Final Judgment approving the 2023 Partial Settlement. Pursuant to that Order, Defendants and the Former Defendants were released from the following claims:

to the fullest extent permitted by Delaware law in stockholder class action settlements, any and all manner of claims, including Unknown Claims (as defined herein), suits, actions, causes of actions, demands, liabilities, losses, rights, obligations, duties, damages, diminution in value, disgorgement, debts, costs, expenses, interest, penalties, fines, sanctions, fees, attorneys’ fees, expert or consulting fees, agreements, judgments, decrees, matters, allegations, issues, and controversies of any kind, nature, or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or unapparent, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, whether based on state, local, federal, foreign, statutory, regulatory, common, or other law or rule that, (i) were alleged, asserted, set forth, or claimed in the Action or the §220 Action, or (ii) could have been alleged, asserted, set forth, or claimed in the Action or the §220 Action or in any other action or in any other court, tribunal, or proceeding by Plaintiff or any other member of the Class individually, on behalf of the Class directly, or on behalf of Bioverativ derivatively, and

that are based upon, arise out of, or relate to (1) the Acquisition or (2) any allegations, transactions, facts, matters, disclosures, representations, or omissions involved or referenced in the Complaint. Notwithstanding the above, (i) any claim to enforce the Stipulation or Judgment shall not be released as to the Settling Defendants, and (ii) the Non-Released Plaintiff's Claims shall not be released as to Denner, Sarissa Capital, and/or the Sarissa Parties and Affiliates.

Following the Court's approval of the 2023 Partial Settlement, only the Non-Released Plaintiff's Claims remained to be resolved, which were defined in the 2023 Partial Settlement as follows:

the claims that Plaintiff asserts against Denner in Count III of the Complaint for breach of fiduciary duty and against Sarissa Capital in Count IV of the Complaint for aiding and abetting the breach of fiduciary duty alleged in Count III of the Complaint, based on Denner and Sarissa Capital's acquisition of 1,010,000 shares of Bioverativ common stock in May 2017 while allegedly in possession of material, non-public information, for money damages or equitable relief (including disgorgement of profits and improper gains or benefits) in an amount not to exceed the difference between the consideration paid by Denner and Sarissa Capital for the 1,010,000 shares of Bioverativ common stock in May 2017 and the Acquisition Consideration of \$105.00 per share, plus any pre- and post-judgment interest thereon. Nothing in this Stipulation, the Judgment, or the Settlement shall prevent Plaintiff from presenting any evidence or making any arguments in support of proving that Denner and Sarissa Capital are liable for the Non-Released Plaintiff's Claims.

On November 14, 2023, Plaintiff filed his Motion for Sanctions Due to the Sarissa Defendants' Spoliation of Evidence. On January 26, 2024, after briefing and

argument on the motion, the Court issued an Opinion Imposing Sanctions for Failure to Preserve Electronically Stored Information (the “Sanctions Ruling”). *Goldstein v. Denner*, 310 A.3d 548 (Del. Ch. 2024). Pursuant to the Sanctions Ruling, “the court will presume at trial that [Sarissa] traded on the basis of a non-public approach from an acquiror. The court also will presume that [Sarissa]’s trading caused the sale process to fall outside a range of reasonableness.” *Id.* at 558. Also pursuant to the Sanctions Ruling, “the court will require the defendants to meet a burden of proof that is increased by one level. Rather than rebutting the presumptions or proving issues by a preponderance of the evidence, the defendants will have to adduce clear and convincing evidence.” *Id.*

On December 8, 2023, Plaintiff filed his Motion for Class Certification. On February 8, 2024, after briefing on the motion, the Court issued its Order Granting Motion for Class Certification, certifying the Class (defined below) and appointing Plaintiff as the class representative for the Class.

On January 23, 2024, Plaintiff filed his Motion to Compel Production of Documents Related to the SEC Subpoenas. On February 22, 2024, after briefing and argument on the motion, the Court granted the motion in part, ordering Defendants to produce documents they had provided to the SEC to Plaintiff, along with certain additional documents.

On February 5, 2024, Defendants filed an Application for Certification of an Interlocutory Appeal of the Sanctions Ruling.

On February 26, 2024, Defendants filed a Notice of Appeal of the Sanctions Ruling with the Supreme Court of the State of Delaware.

On February 26, 2024, the Court recommended that the Delaware Supreme Court refuse to accept Defendants' Interlocutory Appeal. *Goldstein v. Denner*, 2024 WL 776033 (Del. Ch. Feb. 26, 2024). In its opinion, the Court stated: "One of the issues at trial will be whether Denner and Sarissa acted with *scienter* by trading based on what they knew about Sanofi's approach. There are several disputes of fact that are relevant to a finding of intent. The [Sanctions Ruling] did not resolve any of them."

On March 14, 2024, the Supreme Court of the State of Delaware issued an order refusing Defendants' interlocutory appeal. *Denner v. Goldstein*, 2024 WL 1103110 (Del. Mar. 14, 2024).

On March 22, 2024, the parties filed a Stipulated [Proposed] Pre-Trial Order.

On March 25, 2024, Plaintiff filed his Motion *in Limine* to Preclude Trial Testimony from Late-Identified Witnesses. On April 1, 2024, after briefing and argument, the Court issued its Order Granting Plaintiff's Motion *in Limine* to Preclude Trial Testimony From Late-Identified Witnesses. *Goldstein v. Denner*, 2024 WL 1599501 (Del. Ch. Apr. 1, 2024).

On April 12, 2024, the Parties simultaneously filed pre-trial briefs. The pre-trial briefs reflected that the material issues to be tried included the following:

- First, whether Plaintiff had standing to assert claims challenging Defendants' use of material non-public information when acquiring shares of Bioverativ common stock in May 2017. This included disputes as to whether Denner committed breaches of fiduciary duty that resulted in either an unfair Acquisition price or an unfair process leading to the Acquisition, and whether, as a matter of law, after the merger Plaintiff had standing to bring a claim for a breach of fiduciary duty that resulted in an unfair process but not an unfair price;

- Second, whether Defendants had material non-public information at the time of Sarissa's purchases. This included disputes as to whether Sanofi's alleged May 2017 expression of interest in acquiring Bioverativ for \$90 per share constituted material non-public information at the time of Sarissa's purchases; and

- Third, whether Defendants acquired Bioverativ common stock with the requisite state of mind for a finding of liability, because they were motivated, in whole or in part, by material non-public information.

The pre-trial briefs also reflected that, as relief, Plaintiff sought disgorgement of Sarissa's \$49,709,088 profit realized when the shares purchased in May 2017 were acquired by Sanofi in the Acquisition. In addition to this amount, Plaintiff sought pre-judgment interest.

On April 19, 2024, the Court held a pre-trial conference and entered the Pre-Trial Order.

Trial was scheduled to commence on April 29, 2024. As of April 22, 2024, the Parties had, among other things, exchanged witness lists and joint trial exhibit lists and provided a litigation-support vendor with over 800 joint trial exhibits.

During the course of the litigation, the Parties periodically engaged in settlement negotiations, which included settlement negotiations with extensive assistance of former U.S. District Judge Layn R. Phillips as mediator. Judge Phillips previously assisted in mediation sessions that resulted in the 2023 Partial Settlement. On April 22, 2024, Judge Phillips made a mediator's recommendation that the Parties settle the remaining claims in this Action for \$40 million, which the Parties accepted. After the Parties accepted the mediator's recommendation, the Court was promptly notified and the trial was taken off the Court's calendar.

The Stipulation is intended to fully, finally, and forever release, resolve, remise, compromise, settle, and discharge the Released Plaintiff's Claims and the Released Defendants' Claims with prejudice.

The entry by the Parties into the Stipulation is not, and shall not be construed as or deemed to be evidence of, an admission as to the merit or lack of merit of any claims or defenses that were asserted or could have been asserted in the Action.

Plaintiff continues to believe that his claims have legal merit, but also believes that the Settlement set forth below provides substantial and immediate benefits for the Class. In addition to these substantial benefits, Plaintiff and Plaintiff's Counsel (defined below) have considered: (i) the difficulty and risk of collecting any judgment; (ii) the attendant risks of continued litigation and the uncertainty of the outcome of the Released Plaintiff's Claims; (iii) the probability of success on the merits of the Released Plaintiff's Claims; (iv) issues with respect to proof and possible defenses at trial and the delay and uncertainty that could be incurred by any appeal; (v) the desirability of permitting the Settlement to be consummated according to its terms; (vi) the expense and length of continued proceedings necessary to prosecute the Released Plaintiff's Claims against Defendants through trial and appeals; and (vii) the conclusion of Plaintiff and Plaintiff's Counsel that the terms and conditions of the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the Released Plaintiff's Claims on the terms set forth in the Stipulation.

Based on Plaintiff's Counsel's extensive review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, which has been ongoing since 2018, Plaintiff's Counsel believes that the Settlement set forth in the Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon the Class. Based upon Plaintiff's Counsel's evaluation as well as Plaintiff's own

evaluation, Plaintiff has determined that the Settlement is in the best interests of the Class and has agreed to the terms and conditions set forth therein.

Defendants deny any and all allegations of wrongdoing, liability, breach of fiduciary duty, violations of law, or damages arising out of or related to any of the conduct, statements, acts, or omissions alleged in the Action, and maintain that their conduct was at all times proper, in compliance with applicable law, and in the best interests of Bioverativ and its stockholders. Each of the Defendants asserts that, at all relevant times, he or it acted in good faith, and in a manner reasonably believed to be in the best interests of Bioverativ and all of its stockholders. The Settlement and the Stipulation shall in no event be construed as, or deemed to be, evidence of or an admission or concession on the part of the Defendants with respect to any claim, any legal or factual allegation, any fault, any wrongdoing, any breach of duty, any liability, any harm or damage whatsoever, or any infirmity in the defenses that the Defendants have or could have asserted. Defendants enter into the Stipulation solely because they consider it desirable that the Released Plaintiff's Claims be settled and dismissed with prejudice in order to: (1) eliminate the uncertainty, burden, inconvenience, distraction, and expense of further litigation, and (2) finally and forever put to rest, resolve, and terminate the Released Plaintiff's Claims.

Plaintiff, for himself and on behalf of the Class, Defendants, and the Sanofi Parties agree that the Settlement is intended to and will resolve the Released Plaintiff's Claims against the Released Defendant Parties.

III. DEFINITIONS:

In addition to the terms defined elsewhere in this Notice, the following capitalized terms, used in this Notice, shall have the meanings specified below:

- (a) "Administrator" means the firm of Gilardi & Co. LLC.
- (b) "Administrative Costs" means all costs, fees, and expenses incurred by the Administrator and/or Plaintiff's Counsel in providing notice of the Settlement to the Class, locating Class Members, administering the Settlement, distributing the Settlement Fund, paying escrow taxes, fees and costs, if any, and otherwise administering or carrying out the terms of the Settlement. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing this Notice, publishing this Notice, reimbursements to nominee owners for forwarding the Notice to their Eligible Beneficial Owners, the administrative expenses incurred and fees charged by the Administrator in connection with providing notice and administering the Settlement, and the fees, if any, of the Escrow Agent.
- (c) "Class" means the following Class that the Court certified on February 8, 2024:

Any and all holders of Bioverativ Inc. common stock, either of record or beneficially, at any time during May 24, 2017 through and including March 8, 2018, including any and all of their representatives, trustees, executors, administrators, estates, heirs, successors in interest, successors, predecessors in interest, predecessors, transferees, and assigns, immediate and remote, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their respective successors in interest, successors, predecessors in interest, predecessors, transferees, and assigns, but excluding the Excluded Persons (referred to herein as the “Class”).

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

(e) “Class Period” means May 24, 2017 through and including March 8, 2018.

(f) “DTC Participants” means the participants of the Depository Trust Company (“DTC”) for whom Cede & Co., Inc. (“Cede”), as nominee for DTC, was the holder of record of Bioverativ common stock at the time such shares were paid the Acquisition Consideration because the shares were tendered in the Tender Offer or were converted into the right to receive Acquisition Consideration pursuant to the terms of the Merger Agreement.

(g) “Effective Date” means the first business day following the date the Judgment becomes Final.

(h) “Eligible Beneficial Owner” means the ultimate beneficial owner of any shares of Bioverativ common stock held of record by Cede at the time such shares were paid the Acquisition Consideration because the shares were either

tendered in the Tender Offer or converted into the right to receive the Acquisition Consideration pursuant to the Merger Agreement, provided that no Excluded Person may be an Eligible Beneficial Owner.

(i) “Eligible Record Holder” means the record holder of any shares of Bioverativ common stock, other than Cede, at the time such shares were paid the Acquisition Consideration because the shares were either tendered in the Tender Offer or converted into the right to receive the Acquisition Consideration pursuant to the Merger Agreement, provided that no Excluded Person may be an Eligible Record Owner.

(j) “Escrow Agent” means Robbins Geller Rudman & Dowd LLP.

(k) “Excluded Persons” means Sanofi, Denner, Cox, Protopapas, Posner, Paglia, Germano, Greene, DiFabio, Sarissa, as well as the members of their immediate families, and any entity in which any of them has a controlling interest, and the heirs, successors, or assignees of any such excluded party. Excluded Persons also include any trusts, estates, entities, or accounts that held Company shares for the benefit of any of the foregoing.

(l) “Fee and Expense Award” means an award to Plaintiff’s Counsel of fees and expenses to be paid from the Settlement Fund, approved by the Court and in full satisfaction of all claims for attorneys’ fees and any other expenses or costs that have been, could be, or could have been asserted by Plaintiff’s Counsel or any

other counsel, or any Class Member in connection with the Released Plaintiff's Claims and the Settlement.

(m) "Final," when referring to the Judgment, means the later of: (i) entry of the Judgment and the expiration of any time for appeal, reconsideration, reargument, rehearing, or other review of the Judgment; or (ii) if any appeal or application for reconsideration, reargument or rehearing is filed and not dismissed or withdrawn, issuance of a decision upholding the Judgment in all material respects, which is no longer subject to appeal, reconsideration, reargument or rehearing, and the expiration of all times for the filing of any petition for reconsideration, reargument, rehearing, appeal, or review of the Judgment or any order affirming the Judgment; provided, however, that any disputes or appeals relating solely to the amount, payment, or allocation of the Fee and Expense Award, or to the allocation or distribution of the Net Settlement Fund (including the Plan of Allocation), shall have no effect on finality for purposes of determining the date on which the Judgment becomes Final and shall not otherwise prevent, limit, or otherwise affect the Judgment, or prevent, limit, delay, or hinder entry of Judgment.

(n) "Former Defendants" means Cox, Protopapas, Posner, Paglia, Germano, Greene, and DiFabio.

(o) "Judgment" means the Order and Final Judgment to be entered in the Action, in all material respects in the form attached as Exhibit C to the Stipulation.

(p) “Net Settlement Fund” means the Settlement Fund as defined herein less: (i) any Fee and Expense Award, and interest thereon; (ii) Administrative Costs; (iii) Taxes and Tax Expenses; and (iv) other Court-approved deductions.

(q) “Person” means a natural person, individual, corporation, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity.

(r) “Released Defendant Parties” means the Defendants, Bioverativ, Sanofi, and any and all of their past or present immediate family members, parents, subsidiaries, affiliates, predecessors, successors, or assigns, as well as any and all of their current or former officers, directors, executives, employees, associates, agents, partners, limited partners, general partners, partnerships, principals, members, managers, joint ventures, stockholders, underwriters, attorneys (including Defendants’ Counsel and Sanofi’s Counsel), advisors, financial advisors, consultants, bankers, publicists, independent certified public accountants, auditors, accountants, creditors, administrators, heirs, executors, trustees, trusts, estates, personal or legal representatives, or other persons acting on their behalf.

(s) “Released Defendants’ Claims” means, as against the Released Plaintiff Parties, any and all claims, complaints, liabilities, causes of action, or

sanctions, including Unknown Claims, that have been or could have been asserted by the Defendants in the Action or the § 220 Action, or in any court, tribunal, forum, or proceeding, which arise out of or relate in any way to the Action or the § 220 Action; provided, however, that the Released Defendants' Claims shall not include: (i) any claims to enforce the Stipulation, or (ii) any claims to enforce a final order and judgment entered by the Court.

(t) "Released Plaintiff Parties" means Plaintiff, all other Class Members, Plaintiff's Counsel, and the legal representatives, heirs, executors, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns of any of the foregoing.

(u) "Released Plaintiff's Claims" means, as against the Released Defendant Parties to the fullest extent permitted by Delaware law in stockholder class action settlements, any and all manner of claims, including Unknown Claims (as defined herein), suits, actions, causes of action, demands, liabilities, losses, rights, obligations, duties, damages, diminution in value, disgorgement, debts, costs, expenses, interest, penalties, fines, sanctions, fees, attorneys' fees, expert or consulting fees, agreements, judgments, decrees, matters, allegations, issues, and controversies of any kind, nature, or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or unapparent, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, liquidated

or unliquidated, fixed or contingent, whether based on state, local, federal, foreign, statutory, regulatory, common, or other law or rule that Plaintiff (i) alleged, asserted, set forth, or claimed against Denner or any affiliate thereof in Count III of the Complaint for breach of fiduciary duty and against Sarissa or any affiliate thereof in Count IV of the Complaint for aiding and abetting the breach of fiduciary duty alleged in Count III of the Complaint, based on Denner and Sarissa's acquisition of 1,010,000 shares of Bioverativ common stock in May 2017 while allegedly in possession of material, non-public information, or (ii) could have alleged, asserted, set forth, or claimed against Sanofi or Bioverativ (or any of their current or former officers, directors, or employees) relating to Counts III and IV of the Complaint. For the avoidance of doubt, the Released Plaintiff's Claims (as that term is defined herein) includes all "Non-Released Plaintiff's Claims" as that term was defined in the 2023 Partial Settlement. Notwithstanding the above, any claim to enforce the Stipulation or Judgment shall not be released.

(v) "Sanofi" means Sanofi S.A.

(w) "Sanofi's Counsel" means Weil, Gotshal & Manges LLP.

(x) "Settlement Fund" means the principal amount of \$40 million (\$40,000,000) in cash, plus any interest that may accrue on that sum after it is deposited in the Escrow Account.

(y) “Unknown Claims” means any claims that a releasing Person does not know or suspect exists in his, her, or its favor at the time of the release of the Released Plaintiff’s Claims and Released Defendants’ Claims, which if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Plaintiff’s Claims and Released Defendants’ Claims, upon the Effective Date, Plaintiff, Defendants, and the Sanofi Parties shall expressly waive, and each of the Class Members, the Released Plaintiff Parties, and Released Defendant Parties shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law or foreign law, which 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.

Plaintiff, Defendants, and the Sanofi Parties acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Plaintiff’s Claims and the

Released Defendants' Claims, but that it is the intention of Plaintiff, Defendants, and the Sanofi Parties, and by operation of law the Released Plaintiff Parties and the Released Defendant Parties, effective upon the Effective Date, to completely, fully, finally, and forever extinguish any and all Released Plaintiff's Claims and Released Defendants' Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Plaintiff, Defendants, and the Sanofi Parties also acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties by operation of law are deemed to acknowledge, that the inclusion of "Unknown Claims" in the definition of Released Plaintiff's Claims and Released Defendants' Claims is separately bargained for and is a key element of the Settlement.

IV. THE SETTLEMENT CONSIDERATION

In consideration of the Settlement, Defendants and the Sanofi Parties shall cause their respective portions of a total of \$40 million (\$40,000,000) in cash (the "Settlement Amount") to be deposited into an account to be distributed to all Class Members entitled to receive a portion of the Settlement Fund pursuant to an approved Plan of Allocation.

V. THE PLAN OF ALLOCATION

Plaintiff's Counsel will work with the Administrator to oversee the administration of the Settlement and distribution of the Settlement Fund, and to ensure that the Settlement Payment Recipients do not include Excluded Persons. The Settlement Fund will be administered by the Administrator and the Escrow Agent and shall be used: (i) to pay all Administrative Costs; (ii) to pay any Fee and Expense Award; (iii) to pay any Taxes and Tax Expenses; and (iv) following the payment of (i), (ii), and (iii) herein, for subsequent disbursement of the Net Settlement Fund to the Settlement Payment Recipients as provided below. This Section V describes the Plan of Allocation provided for under Section B of the Stipulation.

Following the Effective Date, the Administrator shall distribute the Net Settlement Fund to the Settlement Payment Recipients (as defined below) on a per-share basis. Settlement Payment Recipients do not have to submit a claim form or take any other action in order to receive payment.

Only the Settlement Payment Recipients will qualify to share in the distribution of the Settlement Fund to the Class after payment of settlement administration expenses, attorneys' fees and expenses, and Taxes and Tax Expenses.

RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. ONLY HOLDERS OF BIOVERATIV COMMON STOCK AT THE TIME SUCH SHARES WERE CONVERTED INTO THE RIGHT

TO RECEIVE THE MERGER CONSIDERATION IN CONNECTION WITH THE ACQUISITION, OTHER THAN THE EXCLUDED PERSONS, ARE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT (THE “SETTLEMENT PAYMENT RECIPIENTS”).

Payment pursuant to the Plan of Allocation or other such plan of allocation as may be approved by the Court shall be final and conclusive against all Class Members. Plaintiff, the Released Defendant Parties, Defendants’ Counsel, and Sanofi’s Counsel shall have no liability whatsoever for the determination, administration, or investment of the Settlement Fund or the Net Settlement Fund; the calculation or distribution of any payment from the Settlement Fund or Net Settlement Fund; the performance or nonperformance of the Administrator, Escrow Agent, any DTC Participants, or any nominee holding shares on behalf of a Class Member; the determination, administration, payment, or withholding of Taxes (including interest and penalties) owed by the Settlement Fund; or any losses incurred in connection with any of the foregoing.

The Net Settlement Fund will not be distributed to the Settlement Payment Recipients until the Court has approved the Settlement and the proposed Plan of Allocation (or such other allocation plan as the Court may approve), the time periods for any petition for rehearing, appeal or review, whether by certiorari or otherwise, of the Judgment approving the Settlement and the Plan of Allocation have expired, and the Judgment becomes Final.

The Court has jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any Class Member. The Court also has the power to modify the Plan of Allocation without further notice to Class Members.

As soon as practicable after the Effective Date, the Administrator will distribute the Net Settlement Fund to the Settlement Payment Recipients as set forth below.

(a) The Net Settlement Fund will be allocated and distributed on a per-share basis among the Settlement Payment Recipients (the “Initial Distribution”). Each Settlement Payment Recipient will receive a *pro rata* payment from the Net Settlement Fund equal to the product of (i) the number of “Eligible Shares” held by the Settlement Payment Recipient, where Eligible Shares are shares held by the Settlement Payment Recipient at closing and for which the Settlement Payment Recipient received Acquisition Consideration, and (ii) the “Per-Share Recovery” for the Settlement, which will be determined by dividing the total amount of the Net Settlement Fund by the total number of Eligible Shares. For the avoidance of doubt, the Net Settlement Fund will be paid to the holders of Bioverativ common stock who were paid the Acquisition Consideration because their shares were tendered in the Tender Offer or were converted into the right to receive Acquisition Consideration pursuant to the terms of the Merger Agreement, other than Excluded Persons.

(b) With respect to Bioverativ common stock held of record at the closing by DTC through its nominee Cede, provided that the Administrator has the necessary DTC Information, the Administrator shall cause the relevant portion of the Net Settlement Fund to be allocated to Eligible Beneficial Owners who held their shares through DTC Participants by first distributing that portion of the Net Settlement Fund among the DTC Participants by paying each DTC Participant the Per-Share Recovery times its respective Closing Security Position (defined below). For each DTC Participant, the “Closing Security Position” means the number of shares of Bioverativ common stock reflected on the DTC allocation report used by DTC to pay the Acquisition Consideration, less any shares that were held by an Excluded Person at the time of the Acquisition. The Administrator shall further take all appropriate steps to instruct DTC Participants to distribute the portion of the Net Settlement Fund that they receive to the Eligible Beneficial Holders on a *pro rata* basis in accordance with each Eligible Beneficial Owner’s “Closing Beneficial Ownership Position,” which means, for each Eligible Beneficial Owner, the number of shares of Bioverativ common stock beneficially owned by such Eligible Beneficial Owner as of closing, for which the Eligible Beneficial Owner received payment of the Acquisition Consideration, in a similar manner to that in which the DTC Participants paid the Acquisition Consideration in connection with the Acquisition. The Administrator may use information previously obtained in the

2023 Partial Settlement in order to ensure that no portion of the Net Settlement Fund is distributed to any Excluded Person, including information sufficient: (a) to identify the number of shares of Bioverativ common stock beneficially owned by each Excluded Person as of closing, (b) to identify the DTC Participant or non-Cede record holder through which such shares were held as of closing, and (c) to enable any relevant DTC Participant to identify and exclude from payment all shares of Bioverativ common stock beneficially owned by each Excluded Person as of closing (collectively, the “Excluded Person Information”).

(c) With respect to Bioverativ common stock held of record at the closing of the Tender Offer and the Acquisition other than by Cede, as nominee for DTC (a “Closing Non-Cede Record Position”), provided that the Administrator first receives the necessary Record Holder Information, the Administrator will distribute the *pro rata* amount of the Net Settlement Fund attributable to the Eligible Record Holders by paying directly to each Eligible Record Holder an amount equal to the Per-Share Recovery times the number of shares of Bioverativ common stock comprising such Closing Non-Cede Record Position.

(d) The Net Settlement Fund shall be distributed to Settlement Payment Recipients only after the Effective Date of the Settlement and after all Administrative Costs, all Taxes and Tax Expenses, and any Fee and Expense Award have been paid from the Settlement Fund or reserved.

(e) If there is any balance remaining in the Net Settlement Fund six (6) months after distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, amounts returned by Excluded Persons who erroneously receive settlement payments, or otherwise), the Administrator shall, if feasible, distribute such balance among the Settlement Payment Recipients who received and deposited the Initial Distribution, in the same manner as the Initial Distribution. If the cost of making such a further distribution or distributions is unreasonably high relative to the amount remaining in the Net Settlement Fund, Plaintiff's Counsel may file a motion for an administrative order instructing the Administrator to distribute any balance which still remains in the Net Settlement Fund, after provision for all anticipated expenses, to the Delaware Combined Campaign for Justice. Neither the Released Defendant Parties nor their indemnitors or insurers shall have any reversionary interest in the Net Settlement Fund.

(f) The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, Defendants, the Released Defendant Parties, and any other person or entity who or which paid any portion of the Settlement Amount shall have no right to the return of the Settlement Amount or any portion thereof for any reason whatsoever, including the inability to locate Class Members or the failure of Settlement Payment Recipients to deposit settlement funds distributed by the Administrator, but the foregoing does not limit the right of the Defendants and

Released Defendant Parties to enforce the terms of and their rights under the Stipulation.

VI. THE RELEASES

Pursuant to the Stipulation, in consideration of the benefits provided by the Settlement, the Judgment is proposed to, among other things, provide for dismissal of the Action with prejudice on the merits without fees, costs, or expenses to any Party or any of its attorneys, experts, advisors, agents, or representatives (except as provided in the Stipulation) and provide for the following releases.

Upon the Effective Date, Plaintiff and each and every member of the Class, on behalf of themselves and any other person or entity who could assert any of the Released Plaintiffs' Claims on their behalf, and to the fullest extent permitted by law, including in light of the releases set forth in ¶ 22 of the Stipulation, the other Released Plaintiff Parties and any and all of their respective predecessors, successors, assigns, agents, representatives, trustees, executors, administrators, estates, heirs, and transferees, whether immediate or remote, shall and shall be deemed to fully, finally, and forever release, relinquish, settle, and discharge the Released Defendant Parties from and with respect to every one of the Released Plaintiff's Claims on the terms and conditions set forth in the Stipulation, and shall thereupon be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, continuing, maintaining, participating in, or prosecuting any

and all Released Plaintiff's Claims against the Released Defendant Parties. For the avoidance of doubt, the releases described in this Paragraph shall not affect and are in addition to the releases set forth in the 2023 Partial Settlement.

Upon the Effective Date, Defendants, on behalf of themselves and any other person or entity who could assert any of the Released Defendants' Claims on their behalf, and to the fullest extent permitted by law, including in light of the releases set forth in ¶ 21 of the Stipulation, the other Released Defendant Parties, shall or shall be deemed to, fully, finally, and forever release, relinquish, settle, and discharge the Released Plaintiff Parties from and with respect to every one of the Released Defendants' Claims on the terms and conditions set forth in the Stipulation, and shall thereupon be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, continuing, maintaining, participating in, or prosecuting any of the Released Defendants' Claims against any of the Released Plaintiff Parties.

THE SETTLEMENT OF THE ACTION, IF APPROVED BY THE COURT, ON THE TERMS AND CONDITIONS SET FORTH IN THE STIPULATION, WILL INCLUDE, BUT NOT BE LIMITED TO, A RELEASE OF ALL CLAIMS WHICH WERE OR COULD HAVE BEEN ASSERTED IN THIS ACTION AGAINST THE RELEASED DEFENDANT PARTIES.

THE COURT HAS NOT FINALLY DETERMINED THE MERITS OF THE CLAIMS MADE BY PLAINTIFF OR THE DEFENSES OF THE DEFENDANTS. THIS NOTICE DOES NOT IMPLY THAT THERE HAS BEEN OR WOULD BE ANY FINDING OF VIOLATION OF THE LAW OR THAT RELIEF IN ANY FORM OR RECOVERY IN ANY AMOUNT COULD BE HAD IF THE ACTION WAS NOT SETTLED.

VII. CLASS CERTIFICATION DETERMINATION

On February 8, 2024, the Court certified a non-opt out Class pursuant to Court of Chancery Rules 23(a), 23(b)(1), and (b)(2) consisting of the Class Members.

At the Settlement Hearing, the Court will finally certify if: (a) the Class Members are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of Plaintiff are typical of the claims of the Class; (d) in connection with the prosecution of the Action and the Settlement, Plaintiff and Plaintiff's Counsel have and will fairly and adequately represent and protect the interests of the Class; (e) the prosecution of separate actions by individual Class Members would create a risk of inconsistent adjudications that would establish incompatible standards of conduct for Defendants, and, as a practical matter, the disposition of the Action would influence the disposition of any pending or future identical suits, actions, or proceedings brought by other Class Members; and (f) Defendants are alleged to have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

VIII. REASONS FOR THE SETTLEMENT

Plaintiff and Plaintiff's Counsel have reviewed and analyzed the facts and circumstances relating to the claims asserted in the Action, as known by Plaintiff to

date. Plaintiff's Counsel has reviewed a significant number of documents. Plaintiff's Counsel believes that they have received sufficient information to evaluate the merits of the proposed Settlement.

Plaintiff's Counsel has analyzed the evidence adduced during their investigation, and has researched the applicable law with respect to the claims of Plaintiff and the Class against the Defendants and the potential defenses thereto. Based on this investigation and discovery, Plaintiff has decided to enter into the Settlement, after taking into account, among other things, (i) the difficulty and risk of collecting any judgment; (ii) the attendant risks of continued litigation and the uncertainty of the outcome of the Released Plaintiff's Claims; (iii) the probability of success on the merits of the Released Plaintiff's Claims; (iv) issues with respect to proof and possible defenses at trial and the delay and uncertainty that could be incurred by any appeal; (v) the desirability of permitting the Settlement to be consummated according to its terms; (vi) the expense and length of continued proceedings necessary to prosecute the Released Plaintiff's Claims against Defendants through trial and appeals; and (vii) the conclusion of Plaintiff and Plaintiff's Counsel that the terms and conditions of the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the Non-Released Plaintiff's Claims.

The entry by Plaintiff and the Defendants into the Stipulation is not an admission as to the merit or lack of merit of any claims or defenses asserted in the Action. Each Party denies any and all allegations of wrongdoing, fault, liability, or damage in the Action. Neither the Stipulation, nor the fact or any terms of the Settlement, or any communications relating thereto, is evidence, or an admission, or concession by any Party or their counsel, any Class Member, or any of the Released Defendant Parties or Released Plaintiff Parties, of any fault, liability, or wrongdoing whatsoever, as to any facts or claims alleged or asserted in the Action, or any other actions or proceedings, or as to the validity or merit of any of the claims or defenses alleged or asserted in any such action or proceeding.

IX. APPLICATION FOR ATTORNEYS' FEES, COSTS, AND EXPENSES

Concurrent with seeking final approval of the Settlement, Plaintiff's Counsel will submit an application or applications to the Court for an award for attorneys' fees in an amount not to exceed 30% of the Settlement Amount and an award of litigation expenses or charges (not awarded in connection with the 2023 Partial Settlement) in an amount not to exceed \$900,000, plus interest on such attorneys' fees and expenses at the same rate and for the same periods as earned by the Settlement Fund until paid. Any such award will be paid out of, and not be in addition to, the Settlement Fund.

X. SETTLEMENT HEARING

The Court has scheduled a hearing, which will be held on September 12, 2024, at 9:15 a.m. (the “Settlement Hearing”), at the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, to: (a) determine whether Plaintiff and Plaintiff’s Counsel have adequately represented the interests of the Class in the Action, confirm class certification, confirm the appointment of Plaintiff as class representative, and appoint Plaintiff’s Counsel as class counsel; (b) determine whether the Court should approve the Settlement as fair, reasonable, and adequate and in the best interests of the Class; (c) determine whether the Action should be dismissed with prejudice by entry of the Judgment pursuant to the Stipulation, releasing the Released Plaintiff’s Claims and Released Defendants’ Claims against the respective released parties, and barring and enjoining prosecution of any and all released claims against any and all respective released parties; (d) consider the application by Plaintiff’s Counsel for attorneys’ fees, costs, and payment of expenses; (e) hear and determine any objections to the Settlement and/or to the application of Plaintiff’s Counsel for an award of attorneys’ fees, costs, and expenses; and (f) rule on such other matters as the Court may deem appropriate.

The Court may adjourn and reconvene the Settlement Hearing, or any adjournment thereof, including the hearing on the application for attorneys’ fees,

costs, and expenses, without further notice to Class Members other than oral announcement at the Settlement Hearing or any adjournment thereof or a notation on the docket in the Action, and retains jurisdiction over the Parties and all Class Members to consider all further applications arising out of or connected with the proposed Settlement. The Court may also approve the Settlement at or after the Settlement Hearing with such modification(s) to the Stipulation as may be consented to by the Parties without further notice to Class Members. Further, the Court may render its judgment and order the payment of attorneys' fees, costs, and expenses, at or after the Settlement Hearing, with such modifications as may be consented to by the Parties and without further notice of any kind.

XI. RIGHT TO APPEAR AND OBJECT

Any Class Member who objects to the Settlement and/or the Judgment to be entered by the Court, and/or Plaintiff's Counsel's application for attorneys' fees, costs, and expenses, or otherwise wishes to be heard, may appear personally or by counsel at the Settlement Hearing and present any evidence or argument that may be proper and relevant; *provided, however*, that no member of the Class may be heard and no papers or briefs submitted by or on behalf of any members of the Class shall be received and considered, except by Order of the Court for good cause shown, unless, no later than fourteen (14) calendar days before the Settlement Hearing (*i.e.*, by August 29, 2024), such person files with the Register in Chancery,

the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, and serves upon the attorneys listed below: (a) a written and signed notice of intention to appear, which states the name, address, telephone number, and email address (if available) of the objector and, if represented, his, her, or its counsel; (b) documentary evidence of membership in the Class; (c) a written and detailed statement of objections to any matter before the Court; and (d) the grounds therefor or the reasons for wanting to appear and be heard, as well as all documents or writings the Court shall be asked to consider. These writings must also be served, on or before such filing with the Court, by hand or first-class mail upon the following attorneys:

Kevin H. Davenport
John G. Day
PRICKETT, JONES & ELLIOTT, P.A.
1310 King Street
Wilmington, DE 19801

Stephen E. Jenkins
ASHBY & GEDDES
500 Delaware Avenue, 8th Floor
P.O. Box 1150
Wilmington, DE 19899

Christopher H. Lyons
ROBBINS GELLER RUDMAN &
DOWD LLP
1521 Concord Pike, Suite 301
Wilmington, DE 19803

Tariq Mundiya
WIKKIE FARR & GALLAGHER LLP
787 Seventh Avenue
New York, NY 10019

Randall J. Baron
ROBBINS GELLER RUDMAN &
DOWD LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

*Counsel for Defendants Sarissa Capital
Management LP, Sarissa Capital
Domestic Fund LP, Sarissa Capital
Offshore Master Fund LP, Sarissa
Capital Management GP LLC and Dr.
Alexander J. Denner*

Counsel for Plaintiff

Unless the Court otherwise directs, no person will be entitled to object to the approval of the Settlement, the Judgment to be entered in the Action, or the fee, cost, and expense application, nor will he, she, or it otherwise be entitled to be heard, except by serving and filing a written objection as described above.

Any person who fails to object in the manner described above shall be deemed to have waived the right to object (including the right to appeal) and will be forever barred from raising such objection in this or any other action or proceeding.

Any Class Member who does not object to the Settlement, the fee, cost, and expense application, or any other matter stated above need not do anything.

XII. ORDER AND JUDGMENT OF THE COURT

If the Court determines that the Settlement, as provided for in the Stipulation, is fair, reasonable, adequate, and in the best interests of the Class, the Court will enter an Order and Final Judgment, which will, among other things:

(a) Make final the Court's previous determination to certify the Class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2);

(b) Determine that Plaintiff and Plaintiff's Counsel have adequately represented the interests of the Class in the Action;

(c) Determine that the form and manner of notice of the Settlement was the best notice practicable under the circumstances and fully complied with each of the

requirements of due process, Delaware Court of Chancery Rule 23, and applicable law;

(d) Determine that all members of the Class are bound by the Judgment;

(e) Determine that the Settlement is fair, reasonable, and adequate and in the best interests of the Class;

(f) Dismiss the Action with prejudice without the award of any fees, costs, or expenses or the grant of further relief except for the payments contemplated by the Stipulation;

(g) Fully, finally, and forever release, settle, and discharge the Released Defendant Parties from and with respect to every one of the Released Plaintiff's Claims;

(h) Bar and enjoin Plaintiff and any Class Members from instituting, commencing, or prosecuting any and all Released Plaintiff's Claims against any Released Defendant Party;

(i) Award Plaintiff's Counsel such attorneys' fees, costs, and expenses as the Court deems fair and reasonable; and

(j) Fully, finally, and forever, release, settle, and discharge the Released Plaintiff Parties from and with respect to every one of the Released Defendants' Claims.

XIII. INSTRUCTIONS TO BROKERS AND OTHERS WHO HELD FOR THE BENEFIT OF OTHERS

Brokerage firms, banks, and/or other persons or entities who held shares of Bioverativ common stock for the benefit of others must, within seven (7) days of the receipt of this Notice, either: (a) provide to the Administrator at the address below the name and last known address of each person or organization for whom or which you held any such securities during such time periods; or (b) request additional copies of this Notice from the Administrator at the address below, which will be provided to you free of charge, and, within seven (7) days of your receipt of such copies, mail the Notice directly to the beneficial owners of the securities referred to herein. You are entitled to reimbursement for your reasonable expenses incurred in connection with the foregoing, including reimbursement of postage expenses and the cost of ascertaining the names and addresses of beneficial owners. These expenses will be paid by the Administrator from the Settlement Fund upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Administrator at notifications@gilardi.com or at the following address:

Bioverativ Stockholder Settlement
c/o Gilardi & Co. LLC
P.O. Box 301170
Los Angeles, CA 90030-1170
1-866-726-4015

XIV. SCOPE OF THE NOTICE

The Notice is not all-inclusive. The references in this Notice to the pleadings in the Action, the Stipulation, and other papers and proceedings are only summaries and do not purport to be comprehensive. For the full details of the Action, claims which have been asserted in the Action, and the terms and conditions of the Settlement, including a complete copy of the Stipulation, Class Members are referred to the Court files in the Action. A complete copy of the Stipulation can also be found at www.biooverativestockholderssettlement.com.

You or your attorney may examine the Court files from the Action during regular business hours of each business day at the office of the Register in Chancery, the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801.

Questions or comments about the Settlement or the Action may be directed to counsel for the Plaintiff:

Kevin H. Davenport
John G. Day
PRICKETT, JONES & ELLIOTT, P.A.
1310 King Street
Wilmington, DE 19801

Randall J. Baron
ROBBINS GELLER RUDMAN
& DOWD LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Christopher H. Lyons
ROBBINS GELLER RUDMAN
& DOWD LLP
1521 Concord Pike, Suite 301
Wilmington, DE 19803

DO NOT WRITE OR TELEPHONE THE COURT.

Dated: _____, 2024

BY ORDER OF THE COURT

Register in Chancery



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

STEWART N. GOLDSTEIN, M.D.,)
individually and on behalf of all others)
similarly situated,)

Plaintiff,)

v.)

C.A. No. 2020-1061-JTL

ALEXANDER J. DENNER,)
SARISSA CAPITAL)
MANAGEMENT, L.P., SARISSA)
CAPITAL DOMESTIC FUND LP,)
SARISSA CAPITAL OFFSHORE)
MASTER FUND LP, and SARISSA)
CAPITAL MANAGEMENT GP LLC,)

Defendants.)

[PROPOSED] ORDER AND FINAL JUDGMENT

On this ___ day of _____, 2024, a hearing having been held before the Court to determine whether the terms and conditions of the settlement proposed in the Stipulation and Agreement of Compromise and Settlement between: (i) plaintiff Stewart N. Goldstein, M.D. (“Plaintiff”), on behalf of himself and on behalf of the Class (as defined below), (ii) defendants Alexander J. Denner (“Denner”), Sarissa Capital Management, L.P. (“Sarissa Capital”), Sarissa Capital Domestic Fund LP (“Sarissa Domestic”), Sarissa Capital Offshore Master Fund LP (“Sarissa Offshore”), and Sarissa Capital Management GP LLC (“Sarissa GP”) (collectively, with Sarissa Capital, Sarissa Domestic, Sarissa Offshore, and Sarissa GP, “Sarissa,” and with Denner, “Defendants”), and (iii) non-parties Sanofi and Bioverativ (each

as defined herein and, collectively, the “Sanofi Parties”), dated June 25, 2024 (the “Stipulation”), which is incorporated herein by reference, provides for a fair, reasonable, and adequate settlement for the Released Plaintiff’s Claims; and whether the Order and Final Judgment should be entered in the above-captioned consolidated class action (the “Action”); and the Court having considered all matters submitted to it at the hearing and otherwise;

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

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

2. The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties for purposes of the Settlement.

3. The Court finds that the mailing and internet distribution of the Notice: (a) were implemented in accordance with the Scheduling Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of the Action; (ii) the effect of the proposed Settlement (including the Plan of Allocation and releases to be provided thereunder); (iii) Plaintiff’s Counsel’s application for an award of attorneys’ fees and expenses; (iv) their right to object to

any aspect of the Settlement, the Plan of Allocation, and Plaintiff’s Counsel’s application for attorneys’ fees and expenses; and (v) their right to appear at the Settlement Hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Court of Chancery Rule 23, the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

4. On February 8, 2024, the Court certified a non-opt-out Class pursuant to Court of Chancery Rules 23(a), 23(b)(1), and (b)(2) consisting of:

Any and all holders of Bioverativ Inc. common stock, either of record or beneficially, at any time during May 24, 2017 through and including March 8, 2018, including any and all of their representatives, trustees, executors, administrators, estates, heirs, successors in interest, successors, predecessors in interest, predecessors, transferees, and assigns, immediate and remote, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their respective successors in interest, successors, predecessors in interest, predecessors, transferees, and assigns, but excluding the Excluded Persons (referred to herein as the “Class”).¹

5. The Court also appointed Plaintiff as representative for the Class. On _____, 2024, the Court provisionally appointed Prickett, Jones & Elliott, P.A.,

¹ “Excluded Persons” means Sanofi S.A., its subsidiaries and its affiliates, Alexander J. Denner, John G. Cox, Anna Protopapas, Brian S. Posner, Louis J. Paglia, Geno J. Germano, John T. Greene, Andrea DiFabio, Sarissa Capital Management, L.P., Sarissa Capital Domestic Fund LP, Sarissa Capital Offshore Master Funds LP, Sarissa Capital Management GP LLC, as well as the members of the individuals’ immediate families, and any entity in which any of them has a controlling interest, and the heirs, successors, or assignees of any such excluded party. Excluded Persons also include any trusts, estates, entities, or accounts that held Bioverativ shares for the benefit of any of the foregoing.

Cooch & Taylor P.A., Robbins Geller Rudman & Dowd LLP, and Johnson Fistel, LLP (“Plaintiff’s Counsel”) as counsel for the Class.

6. Consistent with the order certifying the Class on February 8, 2024, the Court confirms that the Action is a proper class action pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) in that: (a) the Class Members are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of Plaintiff are typical of claims of the Class; (d) in connection with both the prosecution of the Action and the Settlement, Plaintiff and Plaintiff’s Counsel have fairly and adequately represented the interests of the Class; (e) the prosecution of separate actions by individual Class Members would create a risk of inconsistent adjudications that would establish incompatible standards of conduct for the Defendants, and, as a practical matter, the disposition of the Action would influence the disposition of any pending or future identical suits, actions, or proceedings brought by other Class Members; and (f) the Defendants are alleged to have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole. Pursuant to Court of Chancery Rule 23, the Court hereby finally certifies the Class, confirms appointment of Plaintiff as representative of the Class, and appoints Plaintiff’s Counsel as counsel for the Class.

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

8. The formula for the calculation of payments to eligible Class Members as set forth in the Plan of Allocation provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund with due consideration having been given to administrative convenience and necessity. No proceedings or court order with respect to approval of the Plan of Allocation shall in any way affect or delay the finality of this Order and Final Judgment (or otherwise preclude this Order and Final Judgment from being entitled to preclusive effect), and shall not affect or delay the Effective Date of the Settlement.

9. Pursuant to Court of Chancery Rule 23, this Court approves the Settlement in all respects, and the Parties are hereby authorized and directed to consummate the Settlement in accordance with the terms and provisions of the Stipulation, and the Register of Chancery is directed to enter and docket this Order and Final Judgment.

10. Without further order of the Court, Plaintiff, Defendants, and the Sanofi Parties may agree to reasonable extensions of time to carry out any provisions of the Settlement.

11. Upon entry of this Order and Final Judgment, Plaintiff and each and every member of the Class, on behalf of themselves and any other person or entity who could assert any of the Released Plaintiffs' Claims on their behalf, and to the fullest extent permitted by law, including in light of the releases set forth in ¶ 22 of the Stipulation, the other Released Plaintiff Parties and any and all of their respective predecessors, successors, assigns, agents, representatives, trustees, executors, administrators, estates, heirs, and transferees, whether immediate or remote, shall and shall be deemed to fully, finally, and forever release, relinquish, settle, and discharge the Released Defendant Parties (defined below) from and with respect to every one of the Released Plaintiff's Claims (defined below) on the terms and conditions set forth in the Stipulation, and shall thereupon be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, continuing, maintaining, participating in, or prosecuting any and all Released Plaintiff's Claims against the Released Defendant Parties. For the avoidance of doubt, the releases provided in this Paragraph shall not affect and are in addition to the releases set forth in the 2023 Partial Settlement.

- a. "Released Defendant Parties" means the Defendants, Bioverativ, Sanofi, and any and all of their past or present immediate family members, parents, subsidiaries, affiliates, predecessors, successors, or assigns, as well as any and all of their current or

former officers, directors, executives, employees, associates, agents, partners, limited partners, general partners, partnerships, principals, members, managers, joint ventures, stockholders, underwriters, attorneys (including Defendants' Counsel and Sanofi's Counsel), advisors, financial advisors, consultants, bankers, publicists, independent certified public accountants, auditors, accountants, creditors, administrators, heirs, executors, trustees, trusts, estates, personal or legal representatives, or other persons acting on their behalf.

- b. "Released Plaintiff's Claims" means, as against the Released Defendant Parties to the fullest extent permitted by Delaware law in stockholder class action settlements, any and all manner of claims, including Unknown Claims (as defined herein), suits, actions, causes of action, demands, liabilities, losses, rights, obligations, duties, damages, diminution in value, disgorgement, debts, costs, expenses, interest, penalties, fines, sanctions, fees, attorneys' fees, expert or consulting fees, agreements, judgments, decrees, matters, allegations, issues, and controversies of any kind, nature, or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued

or unaccrued, apparent or unapparent, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, whether based on state, local, federal, foreign, statutory, regulatory, common, or other law or rule that Plaintiff (i) alleged, asserted, set forth, or claimed against Denner or any affiliate thereof in Count III of the Complaint for breach of fiduciary duty and against Sarissa or any affiliate thereof in Count IV of the Complaint for aiding and abetting the breach of fiduciary duty alleged in Count III of the Complaint, based on Denner and Sarissa's acquisition of 1,010,000 shares of Bioverativ common stock in May 2017 while allegedly in possession of material, non-public information, or (ii) could have alleged, asserted, set forth, or claimed against Sanofi or Bioverativ (or any of their current or former officers, directors, or employees) relating to Counts III and IV of the Complaint. For the avoidance of doubt, the Released Plaintiff's Claims (as that term is defined herein) includes all "Non-Released Plaintiff's Claims" as that term was defined in the 2023

Partial Settlement.² Notwithstanding the above, any claim to enforce the Stipulation or Judgment shall not be released.

12. Upon entry of this Order and Final Judgment, Defendants, on behalf of themselves and any other person or entity who could assert any of the Released Defendants' Claims (defined below) on their behalf, and to the fullest extent permitted by law, including in light of the releases set forth in ¶ 21 of the Stipulation, the other Released Defendant Parties, shall or shall be deemed to, fully, finally, and forever release, relinquish, settle, and discharge the Released Plaintiff Parties (defined below) from and with respect to every one of the Released Defendants' Claims on the terms and conditions set forth in the Stipulation, and shall thereupon be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, continuing, maintaining, participating in, or prosecuting any of the Released Defendants' Claims against any of the Released Plaintiff Parties.

² "Non-Released Plaintiff's Claims" was defined in the 2023 Partial Settlement to mean "the claims that Plaintiff asserts against Denner in Count III of the Complaint for breach of fiduciary duty and against Sarissa Capital in Count IV of the Complaint for aiding and abetting the breach of fiduciary duty alleged in Count III of the Complaint, based on Denner and Sarissa Capital's acquisition of 1,010,000 shares of Bioverativ common stock in May 2017 while allegedly in possession of material, non-public information, for money damages or equitable relief (including disgorgement of profits and improper gains or benefits) in an amount not to exceed the difference between the consideration paid by Denner and Sarissa Capital for the 1,010,000 shares of Bioverativ common stock in May 2017 and the Acquisition Consideration of \$105.00 per share, plus any pre- and post-judgment interest thereon."

- a. “Released Defendants’ Claims” means, as against the Released Plaintiff Parties, any and all claims, complaints, liabilities, causes of action, or sanctions, including Unknown Claims, that have been or could have been asserted by the Defendants in the Action or the § 220 Action, or in any court, tribunal, forum, or proceeding, which arise out of or relate in any way to the Action or the § 220 Action; provided, however, that the Released Defendants’ Claims shall not include: (i) any claims to enforce the Stipulation, or (ii) any claims to enforce a final order and judgment entered by the Court.
- b. “Released Plaintiff Parties” means Plaintiff, all other Class Members, Plaintiff’s Counsel, and the legal representatives, heirs, executors, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns of any of the foregoing.

13. “Unknown Claims” means any claims that a releasing Person does not know or suspect exists in his, her, or its favor at the time of the release of the Released Plaintiff’s Claims and Released Defendants’ Claims, which if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Plaintiff’s Claims and Released

Defendants' Claims, upon the Effective Date, Plaintiff, Defendants, and the Sanofi Parties shall expressly waive, and each of the Class Members, the Released Plaintiff Parties, and Released Defendant Parties shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law or foreign law, which 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.

Plaintiff, Defendants, and the Sanofi Parties acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Plaintiff's Claims and the Released Defendants' Claims, but that it is the intention of Plaintiff, Defendants, and the Sanofi Parties, and by operation of law the Released Plaintiff Parties and the Released Defendant Parties, effective upon the Effective Date, to completely, fully, finally, and forever extinguish any and all Released Plaintiff's Claims and Released Defendants' Claims, known or unknown, suspected or unsuspected, which now

exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Plaintiff, Defendants, and the Sanofi Parties also acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties by operation of law are deemed to acknowledge, that the inclusion of “Unknown Claims” in the definition of Released Plaintiff’s Claims and Released Defendants’ Claims is separately bargained for and is a key element of the Settlement.

14. Plaintiff’s Counsel are hereby awarded attorneys’ fees in the sum of \$_____, which sum the Court finds to be fair and reasonable, and payment of costs and expenses in the amount of \$_____. Such sums shall be paid pursuant to the provisions of the Stipulation. Neither Plaintiff, nor Plaintiff’s Counsel, nor any Class Member shall make, or assist any other counsel in making, any application for an award of fees, costs, or expenses in any other jurisdiction from the Released Defendant Parties.

15. The binding effect of this Order and Final Judgment and the obligations of Plaintiff, Class Members, and the Defendants under the Settlement shall not be conditioned upon or subject to the resolution of any appeal from this Order and Final Judgment that relates solely to the issue of attorneys’ fees, costs, and expenses or the Plan of Allocation.

16. Plaintiff, the Defendants, Bioverativ, Sanofi, and all Class Members shall be and are deemed bound by the Stipulation and this Order and Final Judgment. This Order and Final Judgment, including the release of all Released Plaintiff's Claims against all Released Defendant Parties, and Released Defendants' Claims against all Released Plaintiff Parties, shall have *res judicata*, collateral estoppel and all other preclusive effect in all pending and future lawsuits, arbitrations, or other proceedings involving any of the released parties.

17. Neither this Order and Final Judgment, the Stipulation, nor the fact or any terms of the Settlement, nor any communications relating thereto, is evidence of, or an admission or concession by Plaintiff, any Class Member, any Released Plaintiff Parties, the Defendants, or any of the Released Defendant Parties of, any fault, liability, or wrongdoing whatsoever, or as to the validity or merit of any claim or defense alleged or asserted in any proceeding, including the Action. Accordingly, neither the Settlement, the Stipulation, this Order and Final Judgment, any terms of the Stipulation or this Order and Final Judgment, any negotiations or proceedings in connection therewith, nor any documents or statements referred to herein or therein, (a) shall (i) be argued to be, used, or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury, or damages, or of any wrongful conduct, act, or omission on the part of any of the Released Defendant

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

18. If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Order and Final Judgment shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation; this Order and Final

Judgment shall be without prejudice to the rights of Plaintiff, the Defendants, Bioverativ, Sanofi, or the Class; and Plaintiff and the Defendants shall revert to their respective positions in the Action as of immediately prior to the execution of the Stipulation.

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

Dated: _____, 2024

Vice Chancellor J. Travis Laster