

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

DAVID HAYES, derivatively on	)	
behalf of RELAY THERAPEUTICS,	)	
INC.,	)	
	)	
Plaintiff,	)	C.A. No. 2024-1309-PAF
	)	
v.	)	
	)	
ALEXIS BORISY, LINDA A. HILL,	)	
SANJIV K. PATEL, DOUGLAS S.	)	
INGRAM, MARK MURCKO, LAURA	)	
SHAWVER, JAMI RUBIN, and SEKAR	)	
KATHIRESAN,	)	
	)	
Defendants,	)	
	)	
and	)	
	)	
RELAY THERAPEUTICS, INC.,	)	
	)	
Nominal Defendant.	)	

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

TO: ALL CURRENT STOCKHOLDERS OF RELAY THERAPEUTICS, INC. (TICKER: RLAY)

IF YOU HOLD COMMON STOCK OF RELAY THERAPEUTICS, INC. FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO SUCH BENEFICIAL OWNER.

The purpose of this Notice is to inform you of (i) the pendency of the above-captioned action (the “Action”), which was brought in the Court of Chancery of the State of Delaware (the “Court”) by a stockholder of Relay Therapeutics, Inc. (“Relay” or the “Company”) asserting claims derivatively on behalf of the Company; (ii) the proposed settlement of the Action (the “Settlement”), subject to Court approval and subject to other conditions of the Settlement being satisfied, as provided for in a Stipulation and Agreement of Compromise, Settlement, and Release, dated October 6, 2026 (the “Stipulation”), which was filed with the Court and is publicly available for review; and (iii) your right to participate in a hearing to be held on January 13, 2027, at 3:15 p.m., before the Court at the Court of Chancery Courthouse, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, DE 19801 (the “Settlement Hearing”). The purposes of the Settlement Hearing are to determine whether the Court should: (i) approve the proposed Settlement as fair, reasonable and adequate; (ii) dismiss the Action with prejudice; (iii) enter a Final Judgment approving the Settlement; (iv) approve a petition for an award of attorneys’ fees and expenses to Plaintiff’s counsel in the Action; (v) approve a petition for a service award to Plaintiff; (vi) hear and determine any objections to the Settlement, Plaintiff’s counsel’s petition for attorneys’ fees and expenses, or to Plaintiff’s petition for a service award; and (vii) any other matters the Court may deem appropriate.

The Court directed that this Notice be mailed to you because Relay’s records indicate that you are a stockholder of Relay. The Court has directed us to send you this Notice because you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how this Action generally affects your legal rights. The issuance of this Notice is not an expression by the Court of any findings of fact or any opinion concerning the merits of any claim in the Action, and the Court has not yet decided whether to approve the Settlement.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF THE LITIGATION REFERRED TO IN THE CAPTION AND CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS. IF THE COURT APPROVES THE SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS, REASONABLENESS, OR ADEQUACY OF THE SETTLEMENT, AND FROM PURSUING THE RELEASED CLAIMS (AS DEFINED BELOW).

The Stipulation was entered into as of October 6, 2026 by and among (i) plaintiff David Hayes (“Plaintiff”), individually and derivatively on behalf of Relay; (ii) defendants Alexis Borisy, Linda A. Hill, Sanjiv K. Patel, Douglas S. Ingram, Mark Murcko, Laura Shawver, Jami Rubin, and Sekar Kathiresan (collectively, the “Individual Defendants”); and (iii) nominal defendant Relay (with the Individual Defendants, “Defendants”). Plaintiff and Defendants are collectively referred to herein as the “Settling Parties.”

This Notice describes the rights you may have in the Action and pursuant to the Stipulation and what steps you may take, but are not required to take, in relation to the Settlement. If the Court approves the Settlement, the Settling Parties will ask the Court at the Settlement Hearing to enter Final Judgment dismissing the Action with prejudice in accordance with the terms of the Stipulation.

WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to explain the Action, the terms of the proposed Settlement, and how the Settlement affects the legal rights of the Company’s stockholders.
2. In a derivative action, one or more people and/or entities who are current stockholders of a corporation sue on behalf of and for the benefit of the corporation, seeking to enforce the corporation’s legal rights.
3. As described more fully below, current stockholders have the right to object to the proposed Settlement, the application by Plaintiff’s counsel for an award of fees and expenses, and Plaintiff’s application for a service award. They have the right to appear and be heard at the Settlement Hearing, which will be held before The Honorable Paul A. Fioravanti, Jr. on January 13, 2027, at 3:15 p.m., Court of

Chancery Courthouse, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, DE 19801, or as may be undertaken via a remote proceeding such as Zoom or by telephone. At the Settlement Hearing, the Court will: (a) determine whether the proposed Settlement should be approved as fair, reasonable and adequate; (b) determine whether the Court should finally approve the Stipulation and enter the Final Judgment as provided in the Stipulation and dismiss the Action with prejudice, thereby extinguishing and releasing the Released Claims; (c) determine whether and in what amount an award of attorneys' fees and expenses should be paid to Plaintiff's Counsel; (d) determine whether and in what amount a service award should be paid to Plaintiff; (e) hear and determine any objections to the Settlement, Plaintiff's Counsel's petition for attorneys' fees (including expenses), or Plaintiff's petition for a service award; and (f) rule on any other matters the Court may deem appropriate.

4. The Court has reserved the right to adjourn or continue the Settlement Hearing, including consideration of the application by Plaintiff's counsel for an award of attorneys' fees and expenses and/or Plaintiff's application for a service award, without further notice to you other than by announcement at the Settlement Hearing or any adjournment thereof, or notation on the docket in the Action. The Court has further reserved the right to approve the Settlement, at or after the Settlement Hearing, with such modifications as may be consented to by the Settling Parties and without further notice of any kind.

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

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT OR THE PARTIES AS TO THE MERITS OF ANY CLAIMS OR DEFENSES BY ANY OF THE SETTLING PARTIES. IT IS BASED ON STATEMENTS OF THE SETTLING PARTIES AND IS SENT FOR THE SOLE PURPOSE OF INFORMING YOU OF THE EXISTENCE OF THE ACTION AND OF A HEARING ON A PROPOSED SETTLEMENT SO THAT YOU MAY MAKE APPROPRIATE DECISIONS AS TO STEPS YOU MAY, OR MAY NOT, WISH TO TAKE IN RELATION TO THIS LITIGATION.

5. Relay is a clinical-stage precision medicine company that focuses on making small molecule medicines.

6. On April 30, 2024, Plaintiff served a demand to inspect the Company's books and records pursuant to 8 *Del. C.* § 220 (the "Section 220 Demand"). On December 18, 2024, Plaintiff commenced the Action in this Court on behalf of Relay against members of the Company's Board of Directors (the "Board") by filing a Verified Stockholder Derivative Complaint (the "Complaint") for breach of fiduciary duty, waste of corporate assets, and unjust enrichment. Specifically, Plaintiff alleged that, among other things, Relay's Board awarded excessive compensation to non-employee directors in 2021, 2022, and 2023. Plaintiff sought, among other things, an award of damages.

7. On January 24, 2025, the Defendants answered the Complaint, and the Individual Defendants asserted nine affirmative and additional defenses, namely that (1) Plaintiff was not a suitable derivative plaintiff and/or lacked standing to pursue some or all of the claims in the Complaint; (2) the Complaint failed to state a claim upon which relief could be granted; (3) the Complaint failed to allege well-pleaded facts to support its claims that the Individual Defendants had manipulated the peer group of other publicly traded companies against which Relay benchmarks its non-employee director compensation; (4) the Complaint failed to allege well-pleaded facts to support its claim that Relay represented in its proxy statements that the Board targeted the 50th percentile of the Company's peer group in setting non-employee director compensation; (5) the non-employee director compensation at issue was entirely fair; (6) Plaintiff's claims were barred by the exculpatory provision in Relay's amended and restated certificate of incorporation and 8 *Del. C.* § 102(b)(7); (7) Plaintiff's claims were barred by 8 *Del. C.* § 141(e), because, among other things, the Individual Defendants relied in good faith upon the professional advice of an independent compensation consultant; (8) there were no damages, including because at least some of the challenged stock options had not been exercised by the Individual Defendants and the exercise prices exceeded the then-current price per share of Relay's common stock; and (9) any damage, injury, or loss allegedly sustained by Relay was not directly or proximately caused by any conduct or act of the Individual Defendants, who at all times acted in good faith.

8. The parties thereafter engaged in discovery.

9. The Settling Parties engaged in arm's-length negotiations, through counsel, to attempt to reach a settlement of the claims asserted by Plaintiff in the Action.

10. In May 2026, after multiple rounds of negotiations, the Settling Parties reached an agreement in principle to settle all of the claims asserted in the Action and the Released Claims upon the terms set forth in the Stipulation and outlined below.

11. Thereafter, Plaintiff's Counsel and Relay separately negotiated and reached agreement regarding the amount of attorneys' fees and expenses to be paid to Plaintiff's Counsel, subject to Court approval. The Settling Parties did not discuss the appropriateness or amount of attorneys' fees and expenses at any time prior to reaching agreement on the terms of the Settlement, and understood at all times that the Settlement was not contingent upon agreement or payment of any attorneys' fees and expenses to Plaintiff's Counsel.

12. As a result of these negotiations, the Settling Parties reached an agreement to settle the Action upon the terms and subject to the conditions set forth in the Stipulation.

13. The Individual Defendants have denied, and continue to deny, any and all allegations of fault, wrongdoing, liability, or damages asserted in the Action, including denying that they breached any duties, engaged in waste, or were unjustly enriched and denying that Relay or its stockholders were harmed or suffered any damage as a result of any act, omission, or conduct of the Individual Defendants alleged in the Action or otherwise.

14. For the reasons set forth in the Stipulation, including the desire to eliminate the risk and expense of further litigation, the Settling Parties desire to end the Action, and to compromise and settle the Action in its entirety.

15. The Settling Parties executed the Stipulation on October 6, 2026.

WHAT ARE THE TERMS OF THE SETTLEMENT?

16. Set forth below is a summary of the principal terms of the proposed Settlement, as agreed to by the Settling Parties, subject to the approval of the Court. The following statements are a summary, and reference is made to the Stipulation and exhibits thereto, which are publicly available, for a full and complete statement of the terms of the Settlement. Capitalized terms used but not defined herein have the meaning set forth in the Stipulation.

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

- a. The Company shall adopt a Non-Employee Director Compensation Policy (the "Director Compensation Policy") governing the

compensation to be received by each non-employee director of the Company, which shall be approved by the Board and disclosed in the Company's annual proxy statements. The Director Compensation Policy shall include the following terms:

- i. Each element of Relay's annual non-employee director compensation (i.e., per director cash and annual equity awards) shall each not exceed the 65th percentile of the Company's peer group ("Peer Group") with respect to such element for the year in which the compensation is approved.
- ii. Initial equity grants awarded to newly appointed or elected non-employee directors upon joining Relay's Board shall not exceed two times (2x) the value of the annual equity grant to the Company's incumbent non-employee directors in a given year.
- iii. Equity grants awarded to Relay's non-employee directors shall only be issued in terms of value and shall be calculated at the time of the grant.
- iv. To allow reasonable consistency and avoid the need for continual immaterial adjustments to elements of compensation, if an element of compensation under consideration: (i) complied with the requirements set forth herein during the immediately prior year, and (ii) would require an immaterial adjustment to bring the element into present compliance with the requirements set forth herein, the Board shall have discretion not to make the immaterial adjustment.
- v. The Board and Compensation Committee, with the assistance of the compensation consultant ("Consultant"), shall develop the Peer Group used to assess director compensation.
- vi. Constituents of the Peer Group shall be limited to companies with market capitalizations 0.33-3x that of the Company as of the date of selection. If a potential

peer company falls outside of the required market cap range, it shall be excluded from the Peer Group.

- vii. If a potential peer company is being acquired or it is otherwise known that the company will cease being publicly traded, it shall be excluded from the Peer Group.
- viii. If the Consultant recommends removal of a potential peer company from the Peer Group for any reason, it shall be removed from the Peer Group.
- ix. For the avoidance of doubt, the foregoing requirements shall be assessed at the time the Peer Group is determined by the Board or Compensation Committee on an annual basis and subsequent changes to such Peer Group companies' market capitalization, revenues, employees, public trading or other factors shall not impact such company's inclusion in the Peer Group until the next annual Peer Group determination.
- x. The Compensation Committee will annually retain a Consultant to conduct an analysis of non-employee director compensation at peer companies and annually review Relay's Peer Group. The Consultant shall provide the Committee with a written report of its analysis and make recommendations concerning adjustments to the Peer Group and the levels of compensation paid to the Company's non-employee directors. The Committee's review of the Consultant's analysis and recommendations shall be reflected in the Committee's minutes and/or materials.

b. The Company shall disclose in its annual proxy statements:

- i. a detailed description of the Non-Employee Director Compensation Policy, including that each component of compensation for service as a director will not exceed the limits described above for such component.
- ii. an affirmative statement that the Board targets setting each component of compensation for service as a

director at no more than the limits described above for such component.

- iii. the constituents of the Company's Peer Group and categories of metrics and other factors used to identify the companies in the Peer Group.
- iv. a detailed description of the methodology for determining and approving the Company's Peer Group, including in relation to market capitalization.
- v. if a consultant was retained, the identity of the Consultant, any compensation paid to the Consultant for director compensation-related service and whether any Consultant recommendation for such director compensation-related service was considered by the Board when it set compensation for service as a director.

18. The Board agrees that Plaintiff and the Action caused the reduction to annual equity awards awarded to Relay's continuing Non-Employee Directors for their service on the Board in 2025 and 2026.

19. Within thirty (30) business days of the Effective Date, the Board agrees to adopt, implement, and maintain the Reforms for at least five (5) years. The Board agrees that Plaintiff in the Action caused it to adopt, implement, and maintain the Reforms, and that the Reforms confer substantial benefits on the Company.

20. Relay shall be responsible for all costs associated with the disclosure of this Notice to current Company stockholders per the terms of the Stipulation.

WHAT ARE THE PARTIES' REASONS FOR THE SETTLEMENT?
--

21. The Settlement set forth in the Stipulation reflects the results of the Settling Parties' negotiations and the terms of the Stipulation were reached only after arm's-length negotiations.

22. Plaintiff and Plaintiff's Counsel thoroughly considered the facts and law underlying the claims asserted in the Action. Plaintiff's agreement to settle the Action is not intended to be and shall not be construed as an admission or concession concerning the relative strength or merit of the claims. However, Plaintiff and

Plaintiff's Counsel also recognize the significant risk, expense, and length of continued proceedings necessary to prosecute the Action through trial and possible appeals, and took these factors into account.

23. Plaintiff believes that the Released Claims had merit when filed and continue to have merit, and Plaintiff is settling the Released Claims because Plaintiff believes that the Settlement will provide substantial value to the Company and its stockholders. Plaintiff has concluded that the Settlement is fair, reasonable, and in the best interests of the Company and its stockholders, and that it is reasonable to pursue the Settlement based on the terms and procedures outlined in the Stipulation.

24. Plaintiff and Plaintiff's Counsel have determined that the proposed Settlement is fair, reasonable, adequate, and in the best interests of Relay. Plaintiff and Plaintiff's Counsel have determined that the Settlement provides the needed changes to the Company's non-employee director compensation practices and procedures without the risk that continued litigation could result in obtaining similar or lesser relief after continued extensive and expensive litigation, including trial and possible appeals, the outcome of which is inherently uncertain.

25. The Individual Defendants have denied, and continue to deny, that they have committed or threatened to commit any violations of law, breaches of duty, breaches of contract, or other wrongdoing toward the Company, Plaintiff, or anyone else concerning any of the claims, allegations, or requests for relief set forth in the complaint filed in this Action. Defendants have agreed to the Settlement solely because they consider it desirable that the claims against them in the Action be settled and dismissed with prejudice in order to, among other things, eliminate the uncertainty, distraction, disruption, burden, risk, and expense of further litigation. Neither the Stipulation, nor any of its terms or provisions, nor entry of the Judgment, nor any document or exhibit referred or attached to the Stipulation, nor any action taken to carry out the Stipulation, is, may be construed as, or may be used as evidence of the validity of any of the Released Claims or an admission by or against the Individual Defendants of any fault, wrongdoing, or concession of liability whatsoever.

WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED? WHAT CLAIMS WILL THE SETTLEMENT RELEASE?

26. If the Settlement is approved, the Court will enter Final Judgment approving the Settlement in accordance with the Stipulation, at which time the Action will be dismissed on the merits with prejudice. Upon receipt of Final

Approval (as defined below), and subject to the conditions set forth in the Stipulation, the following releases will occur:

Stipulation §5.1. Upon the Effective Date, the Releasing Persons shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled, released, discharged, extinguished, and dismissed with prejudice the Released Claims (including Unknown Claims) against the Defendants and each and all of the Released Persons, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Claims against Defendants or any Released Persons; provided, however, that such release shall not include claims to enforce the Stipulation.

Stipulation §5.2. Upon the Effective Date, the Released Persons and Relay shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled, released, discharged, extinguished, and dismissed with prejudice all Claims (including Unknown Claims) against Plaintiff and Plaintiff's Counsel, and their predecessors, successors and assignees, arising out of, or relating to, or in connection with the institution, prosecution, assertion, settlement, or resolution of the Action; provided, however, that such release shall not include claims to enforce the Stipulation or any claims by Defendants or any other insured to enforce any rights they may have under any contract or policy of insurance or any claims for advancement or indemnification.

Stipulation §5.3. With respect to any and all Released Claims, the Settling Parties agree that upon the Effective Date, the Settling Parties and all Releasing Persons shall be deemed to have waived the provisions, rights, and benefits conferred by or under California Civil Code Section 1542 (or any other law of the United States or any state or territory of the United States, or principle of common law that is similar, comparable, or equivalent to California Civil Code Section 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.

Claims. "Claims" means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, diminutions in value, costs,

debts, expenses, interest, penalties, fines, sanctions, fees, attorneys' fees, expert or consulting fees, actions, potential actions, causes of action, suits, agreements, judgments, defenses, counterclaims, offsets, decrees, matters, issues, and controversies of any kind, nature, or description whatsoever, whether disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, which now exist, or heretofore or previously existed, or may hereafter exist, including known claims and Unknown Claims (as defined herein), whether direct, derivative, individual, class, representative, legal, equitable, or of any other type, or in any other capacity, whether based on state, local, foreign, federal, statutory, regulatory, common, or other law or rule (including claims within the exclusive jurisdiction of the federal courts); provided, however, that Claims shall not include claims to enforce the Stipulation or any claims by Defendants or any other insured to enforce any rights they may have under any contract or policy of insurance or any claims for advancement or indemnification.

Effective Date. "Effective Date" means the business day after Final Approval.

Final Approval. "Final Approval" means the Final Judgment has been entered by the Court, and (a) if no appeal from the Final Judgment is timely filed, the time provided for filing or noticing any appeal under Delaware Supreme Court Rule 6 has expired; or (b) if any appeal is taken, all appeals, including any petitions for rehearing or reargument, have been finally disposed of, whether through expiration of the time to seek further review, denial of any request for review, affirmance on the merits, or otherwise; *provided, however*, that any appeal, dispute, or proceeding relating solely to the amount, payment, or allocation of attorneys' fees, costs, or expenses, or to any Service Award, shall have no effect on and shall not in any way delay or preclude the Final Judgment from becoming final, the occurrence of Final Approval, or the occurrence of the Effective Date.

Final Judgment. "Final Judgment" means the Order and Final Judgment entered by the Court dismissing the Action with prejudice, substantially in the form annexed to the Stipulation as Exhibit C.

Releasing Persons. "Releasing Persons" means Plaintiff (both individually and derivatively on behalf of Relay), any other Relay stockholder (excluding the Individual Defendants), Plaintiff's Counsel, and Relay, and, as applicable, their respective past, present, or future family members, spouses, heirs, trusts,

trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employees, fiduciaries, partners, partnerships, general or limited partners or partnerships, joint ventures, limited liability companies, corporations, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, financing sources, lenders, commercial bankers, attorneys, personal or legal representatives, accountants, associates, and insurers, coinsurers, and re-insurers. "Releasing Person" means, individually, any of the Releasing Persons.

Released Claims. "Released Claims" means any and all claims that are or were alleged, asserted, set forth, or claimed in the Section 220 Demand, the Complaint, or the Action; and any and all Claims (as defined above), whether known or unknown, that could have been alleged, asserted, set forth, or claimed in the Section 220 Demand, the Complaint, or the Action or in any other action, court (whether state or federal), tribunal, forum, or proceeding by Plaintiff or Relay or any of its stockholders or affiliates against Defendants or any of the Released Persons and that arise out of, are based upon, or relate in any way to the Relevant Director Compensation (defined below), including any of the allegations, transactions, facts, matters, events, deliberations, discussions, decisions, votes, disclosures, non-disclosures, occurrences, statements, actions, inactions, omissions, or any other conduct of any kind alleged in or referred to in the Section 220 Demand, the Complaint, or the Action; provided, however, that it is understood that Released Claims and any release provided by this Settlement shall not include any claims to enforce this Stipulation or any claims by Defendants or any other insured to enforce any rights they may have under any contract or policy of insurance or any claims for advancement or indemnification.

Released Persons. "Released Persons" means each of Individual Defendants and Relay and their parents, subsidiaries, affiliates, predecessors, predecessors-in-interest, successors, successors-in-interest, and controlling persons, and each of their respective past or present officers, directors, employees, stockholders, family members, spouses, heirs, trusts, trustees, executors, beneficiaries, agents, representatives, partners, members, advisors, consultants, representatives, accountants, attorneys, insurers, associates, estates, administrators, distributees, foundations, fiduciaries, partners, partnerships, general or limited partners or partnerships, joint ventures, limited liability companies, corporations, assigns, financial or investment

advisors, entities providing any fairness opinion, underwriters, brokers, dealers, financing sources, lenders, commercial bankers, personal or legal representatives, accountants, associates, and insurers, coinsurers, and re-insurers. “Released Person” means, individually, any of the Released Persons.

Relevant Director Compensation. “Relevant Director Compensation” means the equity and cash compensation granted, awarded, paid, or otherwise provided to, or earned or received by, any Individual Defendant or Released Person for their service on the Relay Board between 2021 and the Execution Date.

Unknown Claims. “Unknown Claims” means any Released Claim(s) that Plaintiff or Defendants do not know of or suspect to exist in his, her, or its favor at the time of the release of the Released Claims, including without limitation those which, if known, might have affected the decision to enter into the Settlement.

27. Pending the Court’s determination as to final approval of the Settlement, the Settling Parties agree that this Action should be stayed and suspended, other than proceedings as may be necessary to carry out the terms and conditions of the Settlement and determine a fee award. All Relay stockholders are barred and enjoined from instituting, commencing, prosecuting, instigating, continuing, or in any way participating in, whether directly or indirectly, representatively, individually, derivatively on behalf of Relay, or in any other capacity, any action or proceeding asserting any Released Claim against Defendants or any of the Released Persons.

HOW WILL THE ATTORNEYS BE PAID?

28. Defendants acknowledge and agree that Plaintiff’s Counsel are entitled to a fee award. Subject to the terms and conditions of the Stipulation, Court approval, and any other Order of the Court, Relay has agreed to pay Plaintiff’s Counsel the agreed-to amount of \$950,000 (the amount ultimately approved, the “Fee and Expense Amount”).

29. Plaintiff’s Counsel also intend to apply to the Court for a special award to Plaintiff for the time and expenses he expended in the prosecution of the Action of up to \$2,500 to be payable from the Fee and Expense Amount or any other amount awarded.

30. The award to Plaintiff's Counsel of fees and expenses and any service award to Plaintiff shall be determined by the Court.

31. The Fee and Expense Amount is not a material term of the Stipulation, and it is not a condition of the Stipulation that a Fee and Expense Amount be awarded.

WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD?
DO I HAVE THE RIGHT TO APPEAR AT THE SETTLEMENT HEARING?

32. The Court will consider the Settlement and all matters related to the Settlement at the Settlement Hearing. The Settlement Hearing will be held before The Honorable Paul A. Fioravanti, Jr. on January 13, 2027, at 3:15 p.m., Court of Chancery Courthouse, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, DE 19801, or as may be undertaken via a remote proceeding such as Zoom or by telephone. Any current stockholder who continues to own at least one share of the Company's stock as of the date of the Settlement Hearing and who objects to the Settlement, the proposed Final Judgment to be entered, the application for the Fee and Expense Amount by Plaintiff's Counsel, or Plaintiff's Service Award, or who otherwise wishes to be heard (each, an "Objector"), may appear in person or through his, her, or its attorney at the Settlement Hearing and present any evidence or argument that may be proper and relevant; provided, however, that no Objector shall be heard or entitled to contest the approval of the terms and conditions of the Settlement, or, if approved, the Final Judgment to be entered thereon, or the allowance of fees and expenses to Plaintiff's Counsel, or otherwise be heard with respect to the matters considered at the Settlement Hearing unless, no later than twenty (20) calendar days before the Settlement Hearing, the Objector files with the Register in Chancery, Court of Chancery Courthouse, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, DE 19801, the following: (a) proof of ownership of the Company's stock as of the date of the Stipulation, along with a statement that such person continues to hold such share(s) as of the date of filing of the objection and will continue to hold those share(s) as of the date of the Settlement Hearing; (b) a written and signed notice of the Objector's intention to appear, which states the name, address, and telephone number of the Objector and, if represented, Objector's counsel; (c) a detailed statement of the objections to any matter before the Court; and (d) a detailed statement of all of the grounds thereon and the reasons for the Objector's desire to appear and to be heard, as well as all documents or writings that the Objector desires the Court to consider. Any such filings with the Court must also be served upon each of the following counsel (by e-service, hand,

or overnight mail) such that they are received no later than twenty (20) calendar days prior to the Settlement Hearing:

Seth D. Rigrodsky
Gina M. Serra
Herbert Mondros
RIGRODSKY LAW, P.A.
1007 North Orange Street, Suite 453
Wilmington, DE 19801
(302) 295-5305
sdr@rl-legal.com
hwm@rl-legal.com
gms@rl-legal.com

Counsel for Plaintiff

Deborah Birnbach
John A. Barker
GOODWIN PROCTER LLP
100 Northern Avenue
Boston, MA 02210
(617) 570-1000
DBirnbach@goodwinlaw.com
JBarker@goodwinlaw.com

Rudolf Koch
Robert L. Burns
Mari Boyle Abedi
RICHARDS, LAYTON & FINGER, P.A.
920 North King Street
Wilmington, DE 19801
(302) 651-7700
koch@rlf.com
burns@rlf.com
abedi@rlf.com

Counsel for the Individual Defendants

Elena C. Norman (No. 4780)
Jillian A. Tyson (No. 6948)
**YOUNG CONAWAY STARGATT
& TAYLOR, LLP**
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
(302) 571-6600
enorman@ycst.com
jtyson@ycst.com

Counsel for Nominal Defendant Relay

33. Any person or entity who fails to object in the manner prescribed above shall be deemed to have waived such objection (including the right to appeal), unless the Court in its discretion allows such objection to be heard at the Settlement Hearing, and shall forever be barred from raising such objection in this Action or any other action or proceeding or otherwise contesting the Settlement and the application for attorneys' fees (including expenses) and a service award to Plaintiff in the Action or any other proceeding, and will otherwise be bound by the Final Judgment to be entered and the releases to be given. Relay stockholders who do not object need not appear at the Settlement Hearing or take any other action to indicate their approval.

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

34. This Notice does not purport to be a comprehensive description of the Action, the allegations related thereto, the terms of the Settlement, or the Settlement Hearing. For a more detailed statement of the matters involved in the Action, you may inspect the pleadings, the Stipulation, the Orders entered by the Court, and other papers filed in the Action at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center (formerly New Castle County Courthouse), 500 North King Street, Wilmington, Delaware 19801, during regular business hours of each business day. If you have questions regarding the Settlement, you may write or call Plaintiff's Counsel: Seth D. Rigrodsky, Gina M. Serra, Herbert Mondros, RIGRODSKY LAW, P.A., 1007 North Orange Street, Suite 453, Wilmington, DE 19801, (302) 295-5305.

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