



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

CODY LAIDLAW,

Plaintiff,

v.

GIGACQUISITIONS2, LLC, RALUCA
DINU, AVI S. KATZ, NEIL MIOTTO,
JOHN MIKULSKY, and GIL FROSTIG,

Defendants.

C.A. No. 2021-0821-LWW

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

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

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights will be affected by the above-captioned stockholder class action (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”) if you were a public stockholder of UpHealth, Inc. f/k/a GigCapital2, Inc. (“New UpHealth” or the “Company”) at any time during the period between the close of business on April 26, 2021 and June 9, 2021 (the “Class Period”).¹

NOTICE OF SETTLEMENT: Please also be advised that Plaintiff Cody Laidlaw (“Plaintiff”), individually and on behalf of the Class (defined in Paragraph 25 below); (ii) defendants Avi S. Katz, Raluca Dinu, Neil Miotto, John Mikulsky, and

¹ Any capitalized terms used in this Notice that are not otherwise defined in this Notice shall have the meanings given to them in the Stipulation and Agreement of Compromise, Settlement, and Release between Plaintiffs, Defendants, and the Company, dated March 13, 2024 (the “Stipulation”). A copy of the Stipulation is available at uphealthstockholdersettlement.com.

Gil Frostig (collectively, the “Individual Defendants”) and GigAcquisitions2, LLC (together with the Individual Defendants, the “Defendants”); and (iii) non-party UpHealth, Inc. (together with Plaintiff and Defendants, the “Parties,” and each a “Party”) have reached a proposed settlement for \$7,250,000 in cash (the “Settlement Amount”) as set forth in the Stipulation (the “Settlement”). The Settlement, if approved, will resolve all claims in the Action.

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

| CLASS MEMBERS’ LEGAL RIGHTS IN THE SETTLEMENT: | |
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| RECEIVE A PAYMENT FROM THE SETTLEMENT. CLASS MEMBERS DO NOT NEED TO SUBMIT A CLAIM FORM. | If you are a member of the Class (defined in Paragraph 25 below), you may be eligible to receive a <i>pro rata</i> distribution from the Settlement proceeds. Eligible Class Members (defined in Paragraph 36 below) do not need to submit a claim form in order to receive a distribution from the Settlement, if approved by the Court. Your distribution from the Settlement will be paid to you directly. <i>See</i> Paragraphs 36-40 below for further discussion. |
| OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN SEPTEMBER 24, 2024. | If you are a member of the Class and would like to object to the proposed Settlement, the proposed Plan of Allocation, or Class Counsel’s request for a Fee and Expense Award, you may write to the Court and explain the reasons for your objection. |
| ATTEND A HEARING ON OCTOBER 8, 2024, AT 1:30 P.M., AND FILE A NOTICE OF INTENTION TO | Filing a written objection and notice of intention to appear that is received by September 24, 2024 allows you to speak in Court, at the discretion of the Court, about your objection. In the Court’s discretion, the October 8, 2024 hearing may be conducted by telephone or videoconference (<i>see</i> Paragraphs 44-46 below). If you |

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| APPEAR SO THAT IT IS <i>RECEIVED</i> NO LATER THAN SEPTEMBER 24, 2024. | submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection. |
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| WHAT THIS NOTICE CONTAINS |
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| WHAT IS THE PURPOSE OF THIS NOTICE? |
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1. The purpose of this Notice is to notify Class Members of the existence of the Action and the terms of the proposed Settlement. The Notice is also being sent

to inform Class Members of a hearing that the Court has scheduled to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation for the Settlement proceeds, and the application by Class Counsel for a Fee and Expense Award in connection with the Settlement (the “Settlement Hearing”). *See* Paragraphs 44-46 below for details about the Settlement Hearing, including the location, date, and time of the hearing.

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

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

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

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

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

4. On March 6, 2019, GigCapital2, Inc. (“Gig2”), a special purpose acquisition company, was incorporated as a Delaware corporation for the purpose of

effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses.

5. In June 2019, Gig2 consummated its initial public offering (“IPO”) of 17.25 million units (“Public Units”), including the underwriters’ exercise of an over-allotment option, at a price of \$10.00 per Public Unit, generating gross proceeds of \$172.5 million. Each Public Unit consisted of one share of Gig2 common stock (“Common Stock”), one warrant to purchase one share of Common Stock and one right to receive one-twentieth of one share of Common Stock upon the completion of an initial business combination.

6. The funds raised from the IPO were placed in a trust account for the benefit of Gig2 public stockholders, who had the right to redeem all or a portion of their shares of Common Stock at a per-share price, payable in cash, equal to their pro rata share of the aggregate amount on deposit in the trust account upon the occurrence of certain events.

7. On November 2, 2020, Gig2 announced stockholders would have an opportunity to vote on an amendment to the Company’s certificate of incorporation extending the date by which the Company must consummate a business combination from December 10, 2020 to March 10, 2021. In connection with that extension, the holders of 579,881 shares of Gig2’s common stock exercised their right to redeem those shares and received approximately \$5,857,340.

8. On November 20, 2020, Gig2 entered into business combination agreements with (i) UpHealth Holdings, Inc. (“Legacy UpHealth”) and UpHealth Merger Sub, Inc.; and (ii) Cloudbreak Health, LLC (“Cloudbreak”) and Cloudbreak Merger Sub, LLC pursuant to which Legacy UpHealth and Cloudbreak would merge with and become subsidiaries of Gig2 (the “Mergers”).

9. On February 24, 2021, Gig2 announced stockholders would have an opportunity to vote on another amendment to the Company’s certificate of incorporation extending the date by which the Company must consummate a business combination from March 10, 2021 to June 10, 2021. In connection with that extension, the holders of 1,852,804 shares of Gig2’s common stock exercised their right to redeem those shares and received approximately \$18,715,459.

10. On May 13, 2021, Gig2 filed with the U.S. Securities and Exchange Commission (“SEC”) a definitive Proxy Statement concerning the Mergers (such proxy statement together with any preliminary proxy filings, as well as any

amendments or supplements thereto, the “Merger Proxy”) which was mailed to Gig2 stockholders the following day. The Merger Proxy informed stockholders of a special meeting to be held on June 4, 2021 (the “Special Meeting”), at which stockholders would vote whether to approve the Mergers and related transactions. The Merger Proxy also informed stockholders that the deadline for them to redeem their shares in connection with the Mergers was 5:00 pm Eastern Time (EDT) on June 2, 2021 (the “Redemption Deadline”).

11. Prior to the Special Meeting, the holders of 9,373,567 shares of Gig2 Common Stock (“Redeeming Stockholders”) exercised their right to redeem those shares, and, concurrent with the consummation of the Mergers, the Redeeming Stockholders received approximately \$94,592,758.

12. On June 3, 2021, Gig2 entered into a Forward Purchase Share Agreement with Kepos Alpha Master Fund L.P. (“KAF”) pursuant to which KAF agreed to sell Gig2 up to 1,700,000 shares of Gig2 Common Stock held by KAF at a future date after the closing of the Mergers.

13. On June 4, 2021, Gig2 stockholders voted to approve the Mergers and related transactions.

14. On June 9, 2021, the Mergers and related transactions closed (the “Closing”). Following the Mergers, Gig2 was renamed UpHealth, Inc.

15. On September 23, 2021, Plaintiff commenced an action against Defendants, on behalf of himself and similarly situated current and former Company stockholders, by filing a Verified Class Action Complaint in the Court of Chancery of the State of Delaware bearing the caption *Cody Laidlaw v. GigAcquisitions2, LLC, et al.*, C.A. No. 2021-0821-LWW (the “Complaint”) (Trans. ID 66957337). The Complaint alleged claims against the Defendants for breach of fiduciary duties as directors, officers, and/or controllers of Gig2 as well as unjust enrichment in connection with the Mergers.

16. On November 3, 2021, Defendants filed a Motion to Dismiss the Complaint with prejudice pursuant to Court of Chancery Rules 23.1 and 12(b)(6) (the “Motion to Dismiss”) (Trans. ID 67066773), which was fully briefed and submitted to the Court for decision following argument on November 18, 2022.

17. On March 1, 2023, the Court issued a Memorandum Opinion (Trans. ID 69243734) denying the Motion to Dismiss in its entirety.

18. On March 15, 2023, Defendants filed an Answer to the Complaint (Trans. ID 69464247).

19. Between March and October 2023, the Parties engaged in document and other written discovery. During that time, Plaintiff propounded Requests for Production of Documents on the Defendants and served a Subpoena Duces Tecum on the Company.

20. On September 18, 2023, the Court entered a Stipulation and Order for the Production and Exchange of Confidential and Highly Confidential Information (the “Confidentiality Order”).

21. Following arm’s-length negotiations, on September 18, 2023, the Parties entered into a settlement term sheet (the “Settlement Term Sheet”) that reflected the Parties’ agreement in principle to settle the Action.

22. Pursuant to the terms of the Settlement Term Sheet, the Parties negotiated for the production of confirmatory discovery relating to the underlying claims in the Action, which resulted in the production of more than 2,400 pages of non-public documents.

23. On March 13, 2024, the Parties entered into the Stipulation, which reflects the final and binding agreement among the Parties and supersedes the Settlement Term Sheet.

24. On _____, 2024, the Court entered a Scheduling Order directing that this Notice of the Settlement be provided to potential Class Members, and scheduling the Settlement Hearing to, among other things, consider whether to grant final approval of the Settlement.

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| HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT? |
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25. If you are a member of the Class, you are subject to the Settlement. The Class preliminary certified by the Court solely for purposes of the Settlement consists of:

All record and beneficial holders of Gig2 Common Stock, whether held as separate shares or as part of Public Units, who held such shares

between the close of business on April 26, 2021 (the “Record Date”) and June 9, 2021 (the “Closing”) (the “Class Period”), and their successors in interest, but **excluding** (i) stockholders who redeemed their shares in connection with the Mergers (“Redeeming Stockholders”); (ii) holders of Gig2 Common Stock who did not have the right to exercise redemption rights, including EarlyBirdCapital, Inc., Northland Securities, Inc., Odeon Capital Group LLC, Northland Gig 2 Investment LLC, and other holders of non-public shares; (iii) Kepos Alpha Master Fund L.P., and its directors, officers, agents (including attorneys, accountants, consultants, investment advisors or bankers), members, employees, representatives, divisions, branches, subsidiaries, affiliates, and any other Person purporting to act on their behalf and any predecessor or successor company; (iv) (a) Defendants; (b) members of the immediate family of any Individual Defendant; (c) any person who was a manager or managing member of any Defendant during the Class Period and any members of their immediate family; (d) any parent, subsidiary, or affiliate of Defendants; (e) any entity in which any Defendant or any other excluded person or entity has, or had during the Class Period, a controlling interest; and (f) the legal representatives, agents, affiliates, heirs, estates, successors, or assigns of any such excluded persons or entities; and (v) (a) the Company; and (b) any person who was an officer or director of the Company during the Class Period and any members of their immediate family. For the avoidance of doubt, the Class does not include holders of Gig2 securities other than Common Stock, including warrants (which traded separately under the symbol “GIX.WS”) and/or the rights to receive one-twentieth of one share of Common Stock upon the completion of the Mergers (which traded separately under the symbol “GIX.RT”).

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

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| WHAT ARE THE TERMS OF THE SETTLEMENT? |
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26. In consideration of the settlement of Released Plaintiffs’ Claims (defined in Paragraph 41 below) against Released Defendant Parties and Released Company Parties (both defined in Paragraph 41 below), the Individual Defendants shall cause one or more of their Insurance Carriers to pay, or the Company will pay

the Settlement Amount into an interest-bearing escrow account for the benefit of the Class in accordance with the Stipulation. *See* Paragraphs 36-40 below for details about the distribution of the Settlement proceeds to Eligible Class Members.

27. Released Defendant Parties (except for the Company and/or the Insurance Carriers or their successors-in-interest) shall bear no personal responsibility for any payment in connection with the Stipulation or the Settlement.

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| <p>WHAT ARE THE PARTIES' AND THE COMPANY'S REASONS FOR THE SETTLEMENT?</p> |
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28. Based upon their investigation and prosecution of the Action, Plaintiff and Plaintiff's Counsel believe that the claims asserted have merit, but also believe that the Settlement set forth herein provides substantial and immediate benefits for the Class. In addition to these substantial benefits, Plaintiff and Plaintiff's Counsel have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Action; (ii) the probability of success on the merits; (iii) the inherent problems of proof associated with, and possible defenses to, the claims asserted in the Action; (iv) the desirability of permitting the Settlement to be consummated according to its terms; (v) the expense and length of continued proceedings necessary to prosecute the Action through trial and appeals; and (vi) the conclusion of Plaintiff and Plaintiff's Counsel that the terms and conditions of the Settlement and this Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the claims asserted in the Action on the terms set forth herein. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Plaintiff of any infirmity in the claims asserted in the Action.

29. Based on Plaintiff's Counsel's thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, 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 his direct oversight of the prosecution of this Action, as well as evaluation and input from Plaintiff's Counsel, Plaintiff has determined that the Settlement is in the best interests of the Class and has agreed to the terms and conditions set forth in this Stipulation.

30. Defendants deny any and all allegations of wrongdoing, fault, liability, or damages with respect to Released Plaintiffs' Claims (defined in Paragraph 41

below), including, but not limited to, any allegations that Defendants have committed any violations of law or breach of any duty owed to Gig2 stockholders, that the Mergers were not entirely fair to, or in the best interests of, Gig2 stockholders, that Defendants have acted improperly in any way, that Defendants have any liability or owe any damages of any kind to Plaintiff and/or the Class, and/or that Defendants were unjustly enriched as a result of the Mergers. Defendants maintain that their conduct was at all times proper, in the best interests of Gig2 and its stockholders, and in compliance with applicable law. Defendants also deny that the Company's stockholders were harmed by any conduct of Defendants that was alleged, or that could have been alleged, in the Action. Each of the Defendants asserts that, at all relevant times, such Defendant acted in good faith and in a manner believed to be in the best interests of Gig2 and all of its stockholders.

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

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

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

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

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

PROPOSED PLAN OF ALLOCATION

36. The Net Settlement Fund will be distributed on a *pro rata* basis to Eligible Class Members. “Eligible Class Members” means those Class Members (defined in Paragraph 25 above) who held Eligible Shares (defined in Paragraph 37 below), *i.e.*, holders of Gig2 Common Stock who had the right to but did not exercise their redemption rights in connection with the Mergers.

37. “Eligible Shares” means shares of Gig2 Common Stock whether held as separate shares or as part of Public Units, owned by Class Members immediately after the Redemption Deadline (June 2, 2021 at 5:00 pm EST) that were not submitted for redemption in connection with the Mergers.

38. Excluded Persons (as defined in Paragraph 25) shall not have any right to receive any part of the Settlement Fund for their own account(s) (*i.e.*, accounts in which they hold a proprietary interest), or any additional amount based on any claim relating to the fact that Settlement proceeds are being received by any other stockholder, in each case under any theory, including, but not limited to, contract, application of statutory or judicial law, or equity.

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

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

(i) The Company shall provide to Plaintiff's Counsel or the Settlement Administrator in an electronically-searchable form, such as Microsoft Excel, Securities Transfer Records and an allocation report, "chill" report, or such other report ("DTC Allocation Report") generated by the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company (collectively, "DTC"), through its nominee Cede, providing, for each relevant DTC Participant, the participant's "DTC number," the relevant number of shares of Gig2 Common Stock, and additional information necessary to conduct a distribution of the Net Settlement Fund to Eligible Class Members.

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

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

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

(b) For settlement funds distributed to Eligible Class Members directly by the Settlement Administrator, or for any funds returned by a Custodian

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

to the Settlement Administrator, the Settlement Administrator shall use reasonable efforts to locate the Eligible Class Members and reattempt distribution.

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

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| <p>WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED? WHAT CLAIMS WILL THE SETTLEMENT RELEASE?</p> |
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41. If the Settlement is approved, the Court will enter an Order and Final Judgment (the “Order and Final Judgment”). Pursuant to the Order and Final Judgment, the claims asserted against Defendants in the Action will be dismissed with prejudice and the following releases will occur:

(i) **Release of Claims by Plaintiffs and the Class:** Upon the Effective Date, Plaintiff and each and every Class Member, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns, and transferees, immediate and remote, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only, shall have fully, finally, and forever released, settled, and discharged Released Defendant Parties and Released Company Parties from and with respect to every one of Released Plaintiffs’ Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of Released Plaintiffs’ Claims against any of Released Defendant Parties and Released Company Parties.

“Released Defendant Parties” means Defendants, Defendants’ Counsel, as well as each of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, managers, managing members, partners, limited partners, general partners, stockholders, representatives, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, estates, administrators,

predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, insurers, reinsurers, immediate family members, beneficiaries, advisors, counsel, representatives, and any entity under their control, including but not limited to GigFounders, LLC and GigManagement, LLC.

“Released Company Parties” means the Company, Company Counsel, as well as each of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, managers, managing members, partners, limited partners, general partners, stockholders, representatives, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, estates, administrators, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, insurers, reinsurers, immediate family members, beneficiaries, advisors, counsel, representatives, and any entity under their control.

“Released Plaintiffs’ Claims” means any and all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, and demands of every nature and description, whether or not currently asserted, whether known claims or Unknown Claims, suspected, existing, or discoverable, whether arising under federal, state, common, local, statutory, regulatory, foreign, or other law or rule, whether based in contract, tort, statute, law, equity, or otherwise (including, but not limited to, federal and state securities laws), that Plaintiff or any other Class Member (a) asserted in the Action or (b) ever had, now have, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity that (1) in full or in part, concern, relate to, arise out of, or are in any way connected to the claims, allegations, transactions, facts, circumstances, events, acts, disclosures, statements, representations, omissions, or failures to act alleged, set forth, referred to, or involved in the Action, and (2) arise out of, are based upon, relate to, or concern the rights of, duties owed to, and/or ownership of Gig2 Common Stock during the Class Period, including, but not limited to, any claims related to (i) the Mergers, (ii) the Merger Proxy, (iii) any other disclosures relating to or concerning the Mergers or the Company, or (iv) the control or participation of any of Released Defendant Parties or Released Company Parties with respect to any of the foregoing. For the avoidance of doubt, Released Plaintiffs’ Claims shall not include (a) the right to enforce this Stipulation or the Settlement, and (b) any claims based on or arising in connection with the PIPE Subscription Agreements or Convertible Note Subscription Agreements dated January 20, 2021, or any amendments thereto (as defined in the Complaint).

(ii) **Release of Claims by Defendants and the Company:** Upon the Effective Date, Defendants and the Company, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns, and transferees, immediate and remote, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only, shall have fully, finally, and forever released, settled, and discharged Released Plaintiff Parties from and with respect to every one of Released Defendants' Claims and Released Company Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of Released Defendants' Claims or Released Company Claims against any of Released Plaintiff Parties.

"Released Plaintiff Parties" means Plaintiff, all other Class Members, and Plaintiff's Counsel, as well as each of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, managers, managing members, partners, limited partners, general partners, stockholders, representatives, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, estates, administrators, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, insurers, reinsurers, immediate family members, beneficiaries, advisors, counsel, representatives, and any entity under their control.

"Released Defendants' Claims" means any and all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, and demands of every nature and description, whether or not currently asserted, whether known claims or Unknown Claims, suspected, existing, or discoverable, whether arising under federal, state, common, local, statutory, regulatory, foreign, or other law or rule that Defendants ever had, now have, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity that, in full or in part, concern, relate to, arise out of, or are any way connected to the institution, prosecution, or settlement of the claims and allegations against Defendants and the Company in the Action. For the avoidance of doubt, Released Defendants' Claims shall not include the right to enforce this Stipulation or the Settlement.

“Released Company Claims” means any and all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, and demands of every nature and description, whether or not currently asserted, whether known claims or Unknown Claims, suspected, existing, or discoverable, whether arising under federal, state, common, local, statutory, regulatory, foreign, or other law or rule that the Company ever had, now have, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity that, in full or in part, concern, relate to, arise out of, or are any way connected to the institution, prosecution, or settlement of the claims and allegations against Defendants and the Company in the Action. For the avoidance of doubt, Released Company Claims shall not include the right to enforce this Stipulation or the Settlement.

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

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

The Parties acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that

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

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

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| HOW WILL CLASS COUNSEL BE PAID? |
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43. Plaintiff’s Counsel have not received any payment for their services in pursuing claims in the Action on behalf of the Class, nor have Plaintiff’s Counsel been paid for their litigation expenses incurred in connection with the Action. Before final approval of the Settlement, Plaintiff’s Counsel will apply to the Court for an award of fees and expenses to be paid from the Settlement Fund and approved by the Court in accordance with the Settlement, in full satisfaction of any and all claims for attorneys’ fees or expenses that have been, could be, or could have been asserted by Plaintiff’s Counsel or any other counsel for any Class Member (the “Fee and Expense Award”). Plaintiff’s Counsel will seek a Fee and Expense Award consisting of attorneys’ fees in an amount not to exceed \$1,305,000, inclusive of litigation expenses. The Court will determine the amount of the Fee and Expense Award. The Fee and Expense Award will be paid solely from (and out of) the Settlement Fund in accordance with the terms of the Stipulation. Class Members are not personally liable for any such fees or expenses.

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

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

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

46. The Settlement Hearing will be held on **October 8, 2024, at 1:30 p.m.**, before The Honorable Lori W. Will, Vice Chancellor, either in person at the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware, 19801, or remotely by telephone or videoconference (in the discretion of the Court), to, among other things: (i) determine whether to finally certify the Class for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (ii) determine whether Plaintiff and Plaintiff's Counsel have adequately represented the Class, and whether Plaintiff should be finally appointed as Class representatives for the Class and Plaintiff's Counsel should be finally appointed as Class counsel for the Class; (iii) determine whether the proposed Settlement should be approved as fair, reasonable, and adequate to the Class and in the best interests of the Class; (iv) determine

whether the Action should be dismissed with prejudice and the Releases provided under the Stipulation should be granted; (v) determine whether the Order and Final Judgment approving the Settlement should be entered; (vi) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vii) determine whether and in what amount any Fee and Expense Award should be paid to Plaintiff’s Counsel out of the Settlement Fund; (viii) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or Plaintiff’s Counsel’s application for a Fee and Expense Award; and (ix) consider any other matters that may properly be brought before the Court in connection with the Settlement.

47. Any Class Member may file a written objection to the Settlement, the proposed Plan of Allocation, and/or Plaintiff’s Counsel’s application for the Fee and Expense Award (an “Objector”); provided, however, that no Objector shall be heard or entitled to object unless **on or before September 24, 2024**, such person **(1)** files their written objection, together with copies of all other papers and briefs supporting the objection specified in Paragraph 48 below, with the Register in Chancery at the address set forth below; **(2)** serves such papers (electronically by File & ServeXpress, by hand, by first class U.S. mail, or by express service) on Plaintiff’s Counsel, Defendants’ Counsel, and Company Counsel at the addresses set forth below; and **(3)** emails a copy of the written objection to the below email addresses for Plaintiff’s Counsel, Defendants’ Counsel, and Company Counsel.

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| REGISTER IN CHANCERY |
| Register in Chancery Court of Chancery of the State of Delaware Leonard L. Williams Justice Center 500 North King Street Wilmington, Delaware, 19801 |

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| PLAINTIFF’S COUNSEL |
| Michael J. Barry, Esquire GRANT & EISENHOFER P.A. 123 Justison Street Wilmington, DE 19801 mbarry@gelaw.com |

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| DEFENDANTS' COUNSEL |
| <p>Ronald N. Brown, III, Esquire DLA PIPER LLP (US) (I.D. No. 4831) 1201 North Market Street, Suite 2100 Wilmington, Delaware 19801 ronald.brown@us.dlapiper.com</p> |
| COMPANY COUNSEL |
| <p>Jeremy Livianu Chief Legal and Compliance Officer UPHEALTH, INC. 14000 S. Military Trail, Suite 203 Delray Beach, FL 33484 jeremy.livianu@uphealthinc.com</p> |

48. Any objections must: (i) identify the case name and civil action number, “*Cody Laidlaw v. GigAcquisitions2, LLC, et al.*, C.A. No. 2021-0821-LWW”; (ii) state the name, address, and telephone number of the Objector and, if represented by counsel, the name, address, and telephone number of the Objector’s counsel; (iii) be signed by the Objector; (iv) contain a specific, written statement of the objection(s) and the specific reason(s) for the objection(s), including any legal and evidentiary support the Objector wishes to bring to the Court’s attention, and if the Objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the identity of any witnesses the Objector may call to testify and any exhibits the Objector intends to introduce into evidence at the hearing; and (v) include documentation sufficient to prove that the Objector is a member of the Class. Documentation establishing that an Objector is a member of the Class must consist of copies of monthly brokerage account statements or an authorized statement from the Objector’s broker containing the transactional and holding information found in an account statement. Plaintiff’s Counsel may request that the Objector submit additional information or documentation sufficient to prove that the objector is a Class Member.

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

50. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Plaintiff's Counsel, Defendants' Counsel, and Company Counsel at the mailing and email addresses set forth in Paragraph 47 above so that the notice is ***received on or before September 24, 2024.***

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

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

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| <p>CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?</p> |
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53. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware, 19801. Additionally, copies of the Stipulation, the Complaint, and any related orders entered by the Court will be posted on the Settlement website, **uphealthstockholdersettlement.com**. If you have questions regarding the Settlement, you may contact the Settlement Administrator: Gig2 Stockholders Litigation, c/o A.B. Data, Ltd., 600 A.B. Data Drive, Milwaukee, WI 53217, 414-961-6400, info@abdata.com; or Plaintiff's

Counsel: Michael J. Barry, Esq., Grant & Eisenhofer P.A., 123 Justison Street, Wilmington, DE 19801, (302) 622-7000, mbarry@gelaw.com

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

52. If you are a broker or other nominee that held Gig2 common stock at any time during the Class Period for the beneficial interest of persons or entities other than yourself, you are requested, within seven (7) calendar days of receipt of this Notice, to either: (i) request from the Settlement Administrator sufficient copies of this Notice to forward to all such beneficial owners, and within seven (7) calendar days of receipt of those Notices forward them to all such beneficial owners; or (ii) provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to the Settlement Administrator at: Gig2 Stockholders Litigation, c/o A.B. Data, Ltd., 600 A.B. Data Drive, Milwaukee, WI 53217. If you choose the second option, the Settlement Administrator will send a copy of the Notice to the beneficial owners.

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

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

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

Dated: _____, 2024