

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

IN RE REVANCE THERAPEUTICS, INC.
SECURITIES LITIGATION

C.A. No. 3:25-cv-0018-EJR

District Judge Eli J. Richardson
Mag. Judge Jeffery S. Frensley

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement (the “Stipulation”), dated March 20, 2026 (the “Execution Date”), submitted pursuant to Rule 23 of the Federal Rules of Civil Procedure embodies a settlement (the “Settlement”) made and entered into by and among: (i) The Arbitrage Fund, AltShares Merger Arbitrage ETF, AltShares Event-Driven ETF, iMGP Alternative Strategies Fund and Chicago Capital Management, LP (“Lead Plaintiffs,” as defined in Section III.1.27 below) for themselves and on behalf of each Settlement Class Member, on the one hand, and (ii) Revance Therapeutics, Inc., Mark J. Foley and Tobin C. Schilke (collectively, “Defendants”), on the other hand, by and through their counsel of record in the above-captioned litigation pending in the United States District Court for the Middle District of Tennessee (the “Court”). This Stipulation is intended by the Parties to fully, finally and forever resolve, discharge and settle the Released Claims upon and subject to the terms and conditions hereof and subject to the approval of the Court. Throughout this Stipulation, all capitalized terms used, but not immediately defined, have the meanings given to them in Section III.1 below.

I. LEAD PLAINTIFFS’ CLAIMS AND BENEFITS OF SETTLEMENT

Lead Plaintiffs and Lead Counsel believe the claims asserted in the Action (as defined in Section III.1.1 below) have substantial merit but also have taken into account the uncertain outcome and risks of further litigation against Defendants. Lead Counsel believe that entering into the Settlement at this time confers substantial benefits upon the Settlement Class. Based on their evaluation, Lead Plaintiffs and Lead Counsel have determined that the Settlement set forth in this Stipulation is in the best interests of the Settlement Class, and is fair, reasonable and adequate.

II. DEFENDANTS’ DENIALS OF WRONGDOING AND LIABILITY

Defendants have denied and continue to deny that they have violated any laws and maintain that their conduct was at all times proper and in compliance with all applicable law. Defendants have denied and continue to deny that anyone suffered monetary harm as a result of any allegedly

wrongful conduct by Defendants. Defendants have denied and continue to deny specifically each, every, and all the claims and contentions of wrongful conduct by Defendants alleged in the Action, along with all charges of wrongdoing or liability against them arising out of any of the conduct alleged, or that could have been alleged, in the Action. Defendants are entering into this Stipulation solely to eliminate the uncertainty, burden, and expense of further protracted litigation.

III. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Lead Plaintiffs (for themselves and members of the Settlement Class), on the one hand, and Defendants, on the other hand, by and through their respective counsel of record, that, subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the Parties from the Settlement set forth herein, the Released Claims shall be finally and fully compromised, settled and released as to all Releasees, and the Action shall be settled, compromised and dismissed with prejudice as to the Defendants and all Releasees, without costs, except as stated herein, and releases extended as set forth in this Stipulation, upon and subject to the terms and conditions of the Stipulation, as follows.

1. Definitions

As used in this Stipulation the following terms have the meanings specified below:

1.1 “Action” means the consolidated securities class action styled *In re Revance Therapeutics, Inc. Securities Litigation*, Case No. 3:25-cv-0018-EJR (M.D. Tenn.), and includes all actions consolidated therein.

1.2 “Alternate Judgment” means a form of final judgment that may be entered by the Court herein but in a form other than the form of Judgment provided for in this Stipulation.

1.3 “Authorized Claimant” means any Settlement Class Member that submits a timely and valid Proof of Claim and Release Form that is approved by the Claims Administrator or Court for payment from the Net Settlement Fund.

1.4 “Bar Date” is defined in Paragraph 8.6.

1.5 “Claim” means a Proof of Claim and Release Form or electronic claim submitted by a Claimant or Settlement Class Member to the Claims Administrator.

1.6 “Claimant” means a Person or entity who or which submits a Claim to the Claims Administrator seeking to be eligible to share in the proceeds of the Net Settlement Fund.

1.7 “Claims Administrator” means A.B. Data, Ltd., the firm retained by Lead Counsel as claims administrator for purposes of this Settlement.

1.8 “Consolidated Complaint” means the Consolidated Class Action Complaint for Violation of the Federal Securities Laws, dated June 18, 2025, filed in the Action (ECF No. 48).

1.9 “Court” means the United States District Court for the Middle District of Tennessee.

1.10 “Crown” means Crown Laboratories, Inc. and each of its respective past or present direct and indirect subsidiaries, parents (including holding companies), affiliates, associates (as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), divisions, investment funds (including funds and account managed or advised by Revance or an affiliate thereof), joint ventures, predecessors, successors, agents, attorneys, legal or other representatives, insurers (including reinsurers and co- insurers), assigns, assignees, and current and former employees, officers and directors, managers, members, partners and limited partners of any other of the foregoing entities.

1.11 “D&O Insurers” means Defendants’ directors’ and officers’ liability insurance carriers and any and all of their reinsurers.

1.12 “Defendants” means Revance and Individual Defendants.

1.13 “Defendants’ Counsel” means Kirkland & Ellis LLP, Skadden Arps, Slate, Meagher & Flom LLP, Baker, Donelson, Bearman, Caldwell & Berkowitz, PC, Riley & Jacobson, PLC, and any other counsel who appeared on behalf of Defendants in the Action, and who, at the direction and supervision of Defendants, performed services on behalf of Defendants in this Action.

1.14 “Defendants’ Releasees” means the Defendants, as well as each of Defendants’ direct and indirect subsidiaries, parents (including holding companies), affiliates (including as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), associates (as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), divisions, investment funds (including funds and account managed or advised by a Defendant or an affiliate thereof), joint ventures, predecessors, successors, agents, attorneys, legal or other representatives, D&O Insurers (including reinsurers and co- insurers), assigns, assignees, and current and former employees, officers, and directors, managers, members, partners, and limited partners of any other of the foregoing entities, in their capacities as such, as well as each of the Defendants’ Immediate Family members, heirs, executors, personal or legal representatives, estates, beneficiaries, successors, and assigns, as well as any trust of which any of the Defendants is the settlor or which is for the benefit of any of the Defendants and/or members of his family, and any other entity in which any of the Defendants has a controlling interest or which is related to or affiliated with any of the Defendants.

1.15 “Effective Date” means the first date by which all of the events and conditions specified in Paragraph 10.1 of the Stipulation have been met and have occurred.

1.16 “Escrow Account” means the interest-bearing account maintained at The Huntington National Bank, wherein the Settlement Amount shall be deposited and held in escrow under the control of Lead Counsel.

1.17 “Escrow Agent” means The Huntington National Bank, the independent third-party entity selected by Lead Counsel.

1.18 “Escrow Agreement” means the agreement between Lead Counsel and the Escrow Agent setting forth the terms under which the Escrow Agent shall maintain the Escrow Account.

1.19 “Excluded Claims” means any claims of any Person or entity who or which submits a request for exclusion that is accepted by the Court.

1.20 “Fee and Expense Application” is defined in Paragraph 9.1.

1.21 “Fee and Expense Award” is defined in Paragraph 9.1.

1.22 “Final” with respect to the Judgment approving this Stipulation, substantially in the form of Exhibit A attached hereto, or any other Court Order, means: (i) the expiration of the time to file a motion to alter or amend the Judgment without any such motion having been filed; (ii) the time in which to appeal the Judgment has passed without any appeal having been taken; and (iii) if a motion to alter or amend is filed or if an appeal is taken, immediately after the determination of that motion or appeal so that it is no longer subject to any further judicial review or appeal whatsoever, whether by reason of affirmance by a court of last resort, lapse of time, voluntary dismissal of the appeal or otherwise, and in such a manner as to permit the consummation of the Settlement substantially in accordance with the terms and conditions of this Stipulation. Any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to: (i) attorneys’ fees, costs, or expenses or an award to Lead Plaintiffs; (ii) the Plan of Allocation (as submitted or subsequently modified); or (iii) the procedures for determining Authorized Claimants’ recognized claims, shall not in any way delay, affect, or preclude the time set forth above for the Judgment to become Final, or otherwise preclude the Judgment from becoming Final.

1.23 “Immediate Family” with respect to the Individual Defendants means children, stepchildren, parents, stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. As used in this paragraph, “spouse” shall mean a husband, a wife, or a partner in a state-recognized domestic relationship or civil union.

1.24 “Individual Defendants” means Mark J. Foley and Tobin C. Schilke.

1.25 “Judgment” means the judgment and order of dismissal with prejudice to be rendered by the Court upon approval of the Settlement, substantially in the form attached hereto as Exhibit A

1.26 “Lead Counsel” means Entwistle & Cappucci LLP and Saxena White P.A.

1.27 “Lead Plaintiffs” means The Arbitrage Fund, AltShares Merger Arbitrage ETF, AltShares Event-Driven ETF, iMGP Alternative Strategies Fund and Chicago Capital Management, LP.

1.28 “Liaison Counsel” means Stranch, Jennings & Garvey PLLC.

1.29 “Litigation Expenses” means costs and expenses incurred in connection with commencing, prosecuting and settling the Action (which may include the reimbursement of time, costs and expenses of Lead Plaintiffs directly related to their representation of the Settlement Class as permitted by the PSLRA), for which Lead Counsel intends to apply to the Court for reimbursement from the Settlement Fund.

1.30 “Net Settlement Fund” means the Settlement Fund less: (i) any Taxes and Tax Expenses; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; (iv) any attorneys’ fees awarded by the Court; and (v) other Court-approved deductions.

1.31 “Notice” means the Notice of: (i) Pendency of Class Action; (ii) Motion for Certification of Class and Approval of Proposed Settlement and Plan of Allocation; (iii) Settlement Fairness Hearing; and (iv) Motion for Award of Attorneys’ Fees and Litigation Expenses,

substantially in the form attached hereto as Exhibit B, or in such other form as may be approved in writing by all of the Parties acting by and through their respective counsel of record in the Action and approved by the Court, which shall be made available online at a website maintained by the Claims Administrator (the “Settlement Website”) or emailed or mailed to Settlement Class Members upon request.

1.32 “Notice and Administration Costs” means the costs, fees and expenses that are actually incurred by the Claims Administrator and/or Lead Counsel in connection with: (i) providing notice of the Settlement to the Settlement Class including through distribution of the Notice, Summary Notice, and Postcard Notice by mail, publication, and other means of locating potential Settlement Class Members; and (ii) administering the Settlement, including, but not limited to, the Claims process, as well as the costs, fees, and expenses incurred in connection with the Escrow Account.

1.33 “Parties” means Defendants and Lead Plaintiffs, on behalf of themselves and the Settlement Class.

1.34 “Party” means one of the Parties.

1.35 “Person” means an individual, corporation, partnership, limited partnership, association, pension fund, mutual fund, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, any business or legal entity and his, her or its spouses, heirs, predecessors, successors, representatives, beneficiaries, trustees, or assignees.

1.36 “Plaintiffs’ Award” is defined in Paragraph 9.2.

1.37 “Plaintiffs’ Award Application” is defined in Paragraph 9.2.

1.38 “Plaintiffs’ Counsel” means Lead Counsel, Liaison Counsel, and all other legal counsel who, at the direction and under the supervision of Lead Counsel, performed services on behalf of the Settlement Class in the Action.

1.39 “Plan of Allocation” means a plan or formula of allocation of the Net Settlement Fund whereby the Net Settlement Fund shall be distributed to Authorized Claimants. Any Plan of Allocation is not part of this Stipulation, and Defendants shall have no responsibility or liability with respect to the Plan of Allocation. Any order or proceeding relating to the Plan of Allocation shall not operate to terminate or cancel this Stipulation or affect the finality of the Judgment or any other orders entered by the Court pursuant to this Stipulation.

1.40 “Postcard Notice” means the Postcard Notice of: (i) Pendency of Class Action, Certification of Class, and Proposed Settlement and Plan of Allocation; (ii) Settlement Fairness Hearing; and (iii) Motion for an Award of Attorneys’ Fees and Litigation Expenses, substantially in the form attached hereto as Exhibit F, or in such other form as may be approved in writing by all of the Parties acting by and through their respective counsel of record in the Action and approved by the Court, which is to be mailed or emailed to Settlement Class Members. The Postcard Notice shall direct Settlement Class Members to the Settlement Website to access the Claim Form and the Notice, which shall contain the general terms of the Settlement set forth in this Stipulation, the proposed Plan of Allocation, the general terms of the Fee and Expense Application, and the date of the Settlement Hearing.

1.41 “Preliminary Approval Order” means the order to be entered by the Court preliminarily approving the Settlement and directing that the Postcard Notice of Settlement be provided to the Settlement Class, in the form attached hereto as Exhibit C, or in such other form as may be approved by the Court.

1.42 “Proof of Claim and Release Form” or “Claim Form” means the Proof of Claim and Release form for submitting a claim, which, subject to approval of the Court, shall be substantially in the form attached hereto as Exhibit D. A Settlement Class Member must complete and submit the Proof of Claim and Release Form should that Settlement Class Member seek to share in a distribution of the Net Settlement Fund.

1.43 “PSLRA” means the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4 et seq., as amended.

1.44 “Related Persons” means (i) with respect to Defendants, Defendants’ Counsel, and the D&O Insurers, each of their respective current and former employers, officers, directors, employees, agents, servants, representatives, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees, advisors, attorneys, underwriters, and insurers, and each of their respective heirs, executors, administrators, successors and assigns; and (ii) with respect to the Individual Defendants, their respective Immediate Family members, heirs, successors, executors, estates, administrators, attorneys, agents, accountants, insurers or reinsurers, personal representatives, trusts, community property, or any other entity in which any of them has a controlling interest, and as to such entities or trusts, each and all of their predecessors, successors, past, present or future parents, subsidiaries, affiliates, and each of their respective past or present officers, directors, shareholders, agents, partners, principals, members, employees, attorneys, advisors, trustees, auditors and accountants, insurers and reinsurers.

1.45 “Released Claims” means all Released Defendants’ Claims and all Released Plaintiffs’ Claims.

1.46 “Released Defendants’ Claims” means all claims (including, but not limited to, Unknown Claims), debts, disputes, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, sums of money due, judgments, suits, amounts, matters, issues and

charges of any kind whatsoever (including, but not limited to, any claims for interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, amounts or liabilities whatsoever), whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, foreseen or unforeseen, whether arising under federal or state statutory or common law or any other law, rule, or regulation, whether foreign or domestic, that arise out of or relate in any way to the institution, prosecution, assertion, resolution, or settlement of the Action. The foregoing release does not include claims relating to the enforcement of the Settlement, or any Excluded Claims.

1.47 "Released Plaintiffs' Claims" means all claims (including, but not limited to, Unknown Claims), debts, disputes, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, sums of money due, judgments, suits, amounts, matters, issues and charges of any kind whatsoever (including, but not limited to, any claims for interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, amounts or liabilities whatsoever), whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, foreseen or unforeseen, whether individual or class in nature, whether arising under federal or state statutory or common law or any other law, rule, or regulation, whether foreign or domestic, that Lead Plaintiffs or any other member of the Settlement Class: (i) asserted in any of the complaints filed in the Action or in the actions styled *Gilmore v. Foley*, C.A. 2025-1415-NAC (Del. Ch.) and *Jones v. Foley*, C.A. 2026-0177-NAC (Del. Ch.); or (ii) could have asserted in the Action or in any other action in any other forum that (A) arise out of, are based upon, are related to any of the facts, allegations, transactions, matters, events, disclosures, non-disclosures, occurrences, representations, statements, acts or omissions, or failures to act that were involved, set forth, or referred to in any of the complaints filed in the Action, or that otherwise would have been barred by *res judicata* had the Action been fully litigated to a final judgment, or

(B) relate to the purchase, acquisition, or holding of shares of Revance securities during the period of February 29, 2024 through the close of the subject Merger on February 6, 2025, inclusive (the “Class Period”), including common stock (CUSIP: 761330109; ticker “RVNC”) and the 1.75% fixed coupon Convertible Senior Unsecured Notes (CUSIP 761330AB5). The foregoing release does not include claims relating to the enforcement of the Settlement, or any Excluded Claims.

1.48 “Released Defendants Parties” means each and all Defendants, Defendants’ Counsel, the D&O Insurers, and their respective Related Persons.

1.49 “Released Parties” means the Released Defendants Parties and the Released Plaintiffs Parties.

1.50 “Released Plaintiffs Parties” means: Lead Plaintiffs, all other named plaintiffs in the Action, Plaintiffs’ Counsel, and all other Settlement Class Members, as well as each of their respective current and former employers, officers, directors, employees, agents, servants, representatives, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees, advisors, attorneys, underwriters, and insurers, and each of their respective heirs, executors, administrators, successors and assigns.

1.51 “Releasees” means each and any of the Defendants’ Releasees and each and any of the Settling Plaintiffs’ Releasees.

1.52 “Releasers” means any Person providing a Release in Section III.7 of this Stipulation.

1.53 “Releases” means the releases set forth in Paragraphs 7.2 through 7.4 of this Stipulation.

1.54 “Revance” means Revance Therapeutics, Inc. and each of its respective past or present direct and indirect subsidiaries, parents (including holding companies), affiliates, associates (as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of

1934), divisions, investment funds (including funds and accounts managed or advised by Revance or an affiliate thereof), joint ventures, predecessors, successors, agents, attorneys, legal or other representatives, insurers (including reinsurers and co- insurers), assigns, assignees, and current and former employees, officers and directors, managers, members, partners and limited partners of any other of the foregoing entities.

1.55 “Revance Securities” means Revance common stock and 1.75% fixed coupon Convertible Senior Unsecured Notes.

1.56 “Settlement” means the resolution of the Action in accordance with the terms and provisions of this Stipulation.

1.57 “Settlement Amount” means the principal amount of seventeen million U.S. dollars and no cents (\$17,000,000.00) in cash, to be paid pursuant to Paragraph 3.1 of this Stipulation.

1.58 The “Settlement Class” or “Class” consists of: all Persons and entities, other than the Excluded Persons listed below, that purchased or otherwise acquired Revance securities during the Class Period.

Excluded from the Settlement Class are the following: (i) Defendants; (ii) Crown; (iii) Persons who served as directors and officers of Revance or Crown at any time after February 28, 2024; (iv) members of any excluded Person’s immediate families; (v) the heirs, successors and assigns of any excluded Person; (vi) any Person, firm, trust, corporation or other entity affiliated with Revance, Crown or any other excluded Person, or in which any excluded Person, or group of excluded Persons collectively, beneficially owns a majority stake; (vii) Defendants’ liability insurance carriers; (viii) all Defendants’ plans that are covered by ERISA and (ix) those Persons and entities who timely and validly request exclusion from the Class pursuant to the Notice and where such exclusion is accepted by the Court (collectively, the “Excluded Persons”).

1.59 “Settlement Class Member” or “Class Member” means a Person who falls within the definition of the Class.

1.60 “Settlement Class Period” or “Class Period” means the period of February 29, 2024 through the close of the subject Merger on February 6, 2025, inclusive.

1.61 “Settlement Fund” means the Settlement Amount, together with all interest and income earned thereon.

1.62 “Settlement Hearing” or “Final Approval Hearing” means the hearing to be held by the Court to determine whether: (i) the Settlement is fair, reasonable, and adequate and should be approved; (ii) the Plan of Allocation is fair, reasonable, and adequate and should be approved; and (iii) Lead Counsel’s request for an award of attorneys’ fees and expenses and an award to Lead Plaintiffs should be approved.

1.63 “Settling Plaintiffs’ Releasees” means the Lead Plaintiffs, Lead Counsel and each and every Settlement Class Member, as well as each of their current and former parents, affiliates, and subsidiaries, and their respective principals, officers, directors, employees, consultants, representatives, parents, attorneys, agents, predecessors, and partners, in their capacities as such, and the spouses, members of the Immediate Families, representatives and heirs of any Settling Plaintiffs’ Releasee who is an individual, as well as any trust of which any Settling Plaintiffs’ Releasee is the settlor or which is for the benefit of any of their immediate family members in their capacities as such, as well as the heirs, successors and assigns of any of the foregoing.

1.64 “Settling Parties” means Defendants and Lead Plaintiffs, on behalf of themselves and Settlement Class Members.

1.65 “Stipulation” or “Settlement Agreement” means this Stipulation of Settlement, including the recitals and exhibits hereto (the “Exhibits”), each of which is incorporated by reference as though set forth in the Stipulation itself.

1.66 “Summary Notice” means the summary notice for publication, which shall be substantially in the form attached hereto as Exhibit E.

1.67 “Taxes” means all taxes of any kind (including any estimated taxes, interest, or penalties) arising with respect to any income earned by the Settlement Fund, *see* Paragraph 4.1-4.3.

1.68 “Tax Expenses” means expenses and costs incurred in connection with the calculation and payment of taxes or the preparation of tax returns and related documents, including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs relating to filing (or failing to file) the returns, *see* Paragraph 4.2.

1.69 “Termination Notice” is defined in Paragraph 10.3.

1.70 “Unknown Claims” means any and all Released Claims against the Releasees which the Releasors do not know or suspect to exist in his, her, their, or its favor as of the Effective Date, which if known by the Releasors or the Releasees might have affected his, her, their, or its decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, by operation of the Judgment and Order of Dismissal, upon the Effective Date, the Releasors shall have expressly waived, and each Settlement Class Member shall be deemed to have waived and by operation of the Judgment and Order of Dismissal shall have expressly waived, the provisions, rights, and benefits of Cal. Civ. 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.

and any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal.

Civ. Code Section 1542. The Releasors and the Releasees may hereafter discover facts other than or different from those which he, she, they, or it now knows or believes to be true with respect to the subject matter of the Released Claims. Nevertheless, the Releasors shall have expressly, fully, finally, and forever settle and release, and each Settlement Class Member upon the Effective Date shall be deemed to have and by operation of the Judgment and Order of Dismissal shall have, fully, finally, and forever settled and released, any and all of their respective Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. The Settling Parties acknowledge that the inclusion of Unknown Claims in the definition of Released Claims was separately bargained for and was a key element of the Stipulation.

2. CAFA Notice

2.1 Defendants will bear the costs and responsibility of serving notice of the settlement, if necessary, upon the “Appropriate State Official” and “Appropriate Federal Official,” as those terms are defined by the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(a), and shall do so no later than 10 calendar days after the Stipulation of Settlement is filed with the Court.

3. The Settlement

a. The Settlement Fund

3.1 Revance shall cause the Settlement Amount to be deposited into the Escrow Account within thirty (30) calendar days after the Court preliminarily approves the Settlement and Defendants have received all necessary payment instructions for the payment of the Settlement Amount—including, but not limited to, a completed and executed W-9, wire instructions, and the name and phone number of an individual authorized to voice confirm the wire instructions. These funds, together with any interest and income earned thereon once transferred, shall constitute the Settlement Fund.

3.2 Except as required by Paragraph 3.1 concerning payment of the Settlement Amount, Defendants shall have no obligation to make any payment into the Escrow Account or to any Lead Plaintiffs or Settlement Class Members pursuant to this Stipulation, and shall have no responsibility or liability with respect to the Escrow Account or the funds maintained in the Escrow Account, including, without limitation, any responsibility or liability related to any fees, Taxes, investment decisions, maintenance, supervision, allocation or distribution of any portion of the Settlement Amount.

3.3 Without further order of the Court the Settlement Fund may be used by Lead Counsel to pay reasonable Notice and Administration Costs (in an amount not to exceed \$400,000.00).

3.4 If the entire Settlement Amount is not deposited into the Escrow Account in accordance with Paragraph 3.1, Lead Counsel may terminate the Settlement, but only if: (i) Defendants' Counsel have received from Lead Counsel written notice of Lead Counsel's intention to terminate the Settlement; and (ii) the Settlement Amount is not transferred to the Escrow Account within ten (10) business days after Defendants' Counsel received such written notice from Lead Counsel.

3.5 The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, no Released Defendants Party, or any Person or entity who or which paid any portion of the Settlement Amount, shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever, including without limitation, the number of Claim Forms submitted, the collective amount of recognized Claims of Authorized Claimants, the percentage of recovery of losses, or the amounts to be paid to Authorized Claimants from the Net Settlement Fund.

b. The Escrow Agent

3.6 The Escrow Agent shall invest the Settlement Fund deposited pursuant to Paragraph 3.1 hereof in instruments, funds, or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, or in money funds holding only instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account, and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. All risks related to the investment of the Settlement Fund shall be borne by the Escrow Agent, and the Released Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the investment decisions or the actions of the Escrow Agent, or any transaction executed by the Escrow Agent.

3.7 The Escrow Agent shall not disburse the Settlement Fund except: (a) as provided in the Stipulation; (b) by an order of the Court; or (c) with the written agreement of counsel for the Settling Parties.

3.8 Subject to further order(s) and/or directions as may be made by the Court, the Escrow Agent is authorized to execute such transactions as are consistent with the terms of the Stipulation. Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to the actions of the Escrow Agent or any transaction executed by the Escrow Agent.

3.9 Except as provided herein or pursuant to orders of the Court, the entire Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court until such time as such funds shall be pursuant to this Stipulation and/or further order(s) of the Court.

4. Taxes

4.1 The Settling Parties agree to treat the Settlement Fund as being at all times a “Qualified Settlement Fund” within the meaning of Treasury Regulation §1.468B-1 and that Lead Counsel, as administrators of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Lead Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. The Released Defendants Parties shall not have any liability or responsibility for any such Taxes. Upon written request, Defendants will provide to Lead Counsel the statement described in Treasury Regulation § 1.468B-3(e).

4.2 All Taxes and Tax Expenses shall be paid out of the Settlement Fund and shall be timely paid by the Escrow Agent pursuant to the disbursement instructions to be set forth in the Escrow Agreement, and without further order of the Court. Any tax returns prepared for the Settlement Fund shall be consistent with the previous paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein.

4.3 The Settling 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 Section 4.

5. Refund Upon Termination of Settlement

5.1 In the event the Settlement: (i) is not approved; (ii) is terminated, canceled, or fails to become effective for any reason, including, without limitation, in the event the Judgment is reversed or vacated following any appeal taken therefrom; or (iii) is successfully collaterally

attacked, any portion of the Settlement Fund that Defendants had caused to be deposited into the Escrow Account shall be returned, at the direction of Defendants' Counsel, to the persons who deposited the Settlement Amount into the Escrow Account within thirty (30) calendar days, except sums actually paid from the Settlement Fund for the reasonable costs of Notice and Administration Expenses.

6. Preliminary Approval Order and Settlement Hearing

6.1 Solely for the purposes of the Settlement and for no other purpose, the Parties stipulate and agree to: (i) certification of the Action as a class action pursuant to Rule 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure on behalf of the Class; (ii) certification of Lead Plaintiffs as class representatives for the Settlement Class; and (iii) appointment of Lead Counsel as class counsel for the Settlement Class pursuant to Rule 23(g) of the Federal Rules of Civil Procedure.

6.2 Lead Counsel shall submit this Stipulation together with its exhibits (the "Exhibits") to the Court and shall move for entry the Preliminary Approval Order by March 23, 2026, unless otherwise agreed to by the Parties and the Court, which Defendants shall not oppose, requesting, *inter alia*, the preliminary approval of the Settlement set forth in this Stipulation and approval for the emailing (and mailing where no email is available) of the Postcard Notice and publication of the Summary Notice, in the forms of Exhibits F and E, respectively, attached hereto. The Postcard Notice shall direct Settlement Class Members to the Settlement Website to access the Notice, substantially in the form contained in Exhibit B attached hereto, which shall contain the general terms of the Settlement set forth in this Stipulation, the proposed location, the general terms of the Fee and Expense Application, and the date of the Settlement Hearing.

6.3 Notice shall be provided in accordance with Rule 23, based on direction from the Court. The cost of providing Notice to Settlement Class Members in the manner set forth above

shall be paid out of the Settlement Fund, and the Claims Administrator shall administer dissemination of the Notice, under the direction of Lead Counsel. Provided Defendants comply with their obligations under this Stipulation, Settlement Class Members shall have no recourse as to Defendants or counsel for Defendants with respect to any claims they may have that arise from any failure of the notice process.

6.4 Lead Counsel will be responsible for developing a Plan of Allocation to be approved by the Court.

6.5 Lead Counsel shall request that, after Notice is given to the Settlement Class, the Court hold the Settlement Hearing and approve the Settlement of the Action as set forth herein. At or after the Settlement Hearing, Lead Counsel also shall request that the Court approve the proposed Plan of Allocation and the Fee and Expense Award and, if requested, the Plaintiffs' Award.

7. Releases

7.1 The obligations incurred pursuant to this Stipulation are in consideration of: (a) the full and final disposition of the Action as against Defendants; and (b) the Releases provided for herein.

7.2 Pursuant to the Judgment, or the Alternate Judgment, if applicable, without further action by anyone, upon the Effective Date of the Settlement, Plaintiffs and each of the other Settlement Class Members (who have not validly opted out of the Settlement Class), on behalf of themselves and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged any and all Released Plaintiffs' Claims against Defendants and Defendants' Releasees, and shall forever be barred and enjoined from prosecuting any and all

Released Plaintiffs' Claims against the Defendants and Defendants' Releasees. This Release shall not apply to any Excluded Claim.

7.3 Pursuant to the Judgment, or the Alternate Judgment, if applicable, without further action by anyone, upon the Effective Date of the Settlement, Lead Plaintiffs and each of the other Settlement Class Members (who have not validly opted out of the Settlement Class), on behalf of themselves and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be permanently barred and enjoined from the institution, maintenance, prosecution, or enforcement against any Defendants and Defendants' Releasees, in any local, state, or federal court, in the court of any foreign jurisdiction, or in any arbitral forum (whether foreign or domestic, and regardless of the procedural rules or substantive law applied by the arbitral forum), of any and all Released Plaintiffs' Claims.

7.4 Pursuant to the Judgment, or the Alternate Judgment, if applicable, without further action by anyone, upon the Effective Date of the Settlement, Defendants, on behalf of each of themselves and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged any and all Released Defendants' Claims against Lead Plaintiffs and Settling Plaintiffs' Releasees, and shall forever be barred and enjoined from prosecuting any and all Released Defendants' Claims against any of the Lead Plaintiffs and the Settling Plaintiffs' Releasees. This Release shall not apply to any Excluded Claim.

7.5 Notwithstanding Section 7, nothing in the Judgment, or the Alternate Judgment, if applicable, will bar any action by any of the Settling Parties to enforce or effectuate the terms of this Stipulation or the Judgment, or Alternate Judgment, if applicable.

8. Administration and Calculation of Claims, Final Awards, and Supervision and Distribution of the Settlement Fund

8.1 The Claims Administrator, subject to such supervision and direction of the Court or Lead Counsel, shall provide Notice of the Settlement to the Class, shall administer and calculate the Claims submitted by Settlement Class Members pursuant to the Plan of Allocation, and shall oversee distribution of the Net Settlement Fund to Authorized Claimants.

8.2 Within seven (7) calendar days after the Court enters the Preliminary Approval Order, Revance shall use reasonable efforts to: (i) locate record shareholder lists of Revance securityholders during the Class Period to the extent such lists exist; (ii) identify and provide contact information for Revance's transfer agent(s) during the Settlement Class Period; and (iii) facilitate access to such information for Lead Counsel or the Claims Administrator, without any charge to Lead Plaintiffs or the Settlement Class, for the purpose of providing notice of the proposed Settlement to the Settlement Class. The Parties shall determine an appropriate electronic format for provision of this information.

8.3 In accordance with the schedule set forth in the Preliminary Approval Order, Lead Counsel will cause the Postcard Notice, substantially in the form of Exhibit F attached hereto, to be emailed or mailed (in those instances where no email address is available) by the Claims Administrator to all shareholders of record, or their nominees. The Notice and Proof of Claim and Release Form shall also be posted on the Settlement Website. In accordance with the schedule set forth in the Preliminary Approval Order, the Summary Notice, substantially in the form of Exhibit E attached hereto, will also be published once in the national edition of The Wall Street Journal and once over a national newswire service. The cost of providing such notice shall be paid out of the Settlement Fund.

8.4 The Settlement Fund shall be applied as follows:

- (a) to pay all Notice and Administration Costs;

- (b) to pay the Taxes and Tax Expenses;
 - (c) to pay the Fee and Expense Award subject to the approval of the Court;
 - (d) to pay any Plaintiff's Award subject to the approval of the Court;
- and
- (e) after the Effective Date, to distribute the Net Settlement Fund to Authorized

Claimants pursuant to the Stipulation and the Plan of Allocation, as approved by the Court.

8.5 Upon the Effective Date and thereafter, and in accordance with the terms of the Stipulation, the Plan of Allocation, or such further approval and further order(s) of the Court as may be necessary or as circumstances may require, the Net Settlement Fund shall be distributed to Authorized Claimants, subject to and in accordance with the following.

8.6 Each Person claiming to be an Authorized Claimant shall be required to submit to the Claims Administrator a completed Proof of Claim and Release Form postmarked or submitted electronically by the date specified in the Preliminary Approval Order, or such other time as may be set by the Court (the "Bar Date"), signed under penalty of perjury, and supported by such documents, if any, as are specified in the Proof of Claim and Release Form.

8.7 Except as otherwise ordered by the Court, all Settlement Class Members who fail to submit a Proof of Claim and Release Form by the Bar Date, or such other period as may be ordered by the Court, or who submit a Proof of Claim and Release Form that is rejected, shall be forever barred from receiving any payments pursuant to this Stipulation and the Settlement set forth herein, but will in all other respects be subject to and bound by the provisions of the Stipulation, the Releases contained herein, and the Judgment. Notwithstanding the foregoing, Lead Counsel shall have the discretion (but not the obligation) to accept late-submitted Claims for processing by the Claims Administrator, so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby.

8.8 The Claims Administrator shall calculate the Claims of Authorized Claimants substantially in accordance with the Plan of Allocation set forth in the Notice and approved by the Court. The Defendants will have no involvement in reviewing or challenging claims. Following the Effective Date, the Claims Administrator shall distribute the Net Settlement Fund to Authorized Claimants pursuant to the Plan of Allocation.

8.9 Lead Counsel will be responsible for developing a Plan of Allocation to be approved by the Court.

8.10 No Person or entity shall have any claim against Lead Counsel, Lead Plaintiffs, the Defendants, the Claims Administrator, or any other agent designated by Lead Counsel or the Defendants and/or their respective counsel, arising from distributions to Settlement Class Members, the Plan of Allocation approved by the Court or any order of the Court. Neither Lead Counsel, Lead Plaintiffs, nor the Defendants, or their respective counsel, shall have any liability whatsoever for the investment or distribution of the Settlement Fund, the Plan of Allocation, or the determination, administration, calculation, or payment of any claim or nonperformance of the Claims Administrator, the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith. This provision does not include any claim by any party for breach of this Stipulation.

8.11 Other than in the event of the termination of the Settlement pursuant to Paragraph 5.1 or as provided in Paragraphs 10.2 and 10.4, the Defendants shall not have a reversionary interest in the Net Settlement Fund. If there is any balance remaining in the Net Settlement Fund after a reasonable period of time after the initial date of distribution of the Net Settlement Fund, the Claims Administrator shall, if economically feasible, allocate such balance among Authorized Claimants in an equitable and economic fashion. These redistributions shall be repeated until

the remaining balance in the Net Settlement Fund is too small to distribute in an economically feasible manner, in which case the balance shall then be donated to the American Red Cross.

8.12 The finality of the Court's Judgment approving the Stipulation shall not be conditioned on any ruling by the Court concerning the Plan of Allocation. Any order or proceeding relating to a request for approval of the Plan of Allocation, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate the Stipulation or affect or delay the Effective Date or the effectiveness or finality of the Judgment and Order of Dismissal and the release of the Released Claims.

8.13 Defendants shall not have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Claims Administrator, the Plan of Allocation, the administration of the Settlement, the Claims process, or disbursement of the Net Settlement Fund, and shall have no liability whatsoever to any Person or entity, including, but not limited to, Lead Counsel, Lead Plaintiffs, or any Settlement Class Members in connection with the foregoing. Defendants' Counsel shall cooperate in the administration of the Settlement to the extent reasonably necessary to effectuate its terms.

9. Lead Counsel's Attorneys' Fees, Costs, Charges and Expenses

9.1 Lead Counsel may submit an application or applications (the "Fee and Expense Application") to the Court for distributions to them from the Settlement Fund for: (a) an award of attorneys' fees; (b) payment of expenses or charges resulting from the institution and/or prosecuting the Action; and (c) any interest on such attorneys' fees and expenses as may be awarded by the Court at the same rate and for the same periods as earned by the Settlement Fund (until paid). Any and all such fees, expenses, and charges awarded by the Court (the "Fee and Expense Award"), shall be payable solely out of the Settlement Fund.

9.2 Lead Plaintiffs may submit an application or applications to the Court (the “Plaintiffs’ Award Application”) for awards for their time and expenses in representing the Class. Any such amounts awarded to Lead Plaintiffs, as approved by the Court (the “Plaintiffs’ Award”), shall be payable solely out of the Settlement Fund.

9.3 The Fee and Expense Award shall be paid to Lead Counsel from the Settlement Fund, as ordered, immediately following entry of an order by the Court granting such award, notwithstanding the existence of any appeal or potential for appeal thereof. Lead Counsel shall thereafter allocate, subject to the conditions below, the attorneys’ fees amongst counsel in a manner in which it in good faith believes reflects the contributions of such counsel to the initiation, prosecution and/or resolution of the Action. In the event that the Effective Date does not occur, or the Fee and Expense Award is reversed or modified by a final non-appealable order, or the Stipulation is canceled or terminated for any reason, and in the event any part of the Fee and Expense Award has been paid to any extent, the fees and expenses received by Lead Counsel, plus interest earned thereon at the same rate as earned on the Settlement Fund in an amount consistent with such reversal or modification, shall be repaid to the Escrow Account within thirty (30) calendar days of any such reversal or modification of the order, or such termination or rejection of the Settlement. Any refunds required pursuant to this paragraph shall be the several obligation of each firm receiving fees or expenses to make appropriate refunds or repayments to the Settlement Fund. Entwistle & Cappucci LLP and Saxena White P.A., as a condition of receiving such fees and/or expenses on its behalf, agree that each firm is subject to the jurisdiction of the Court for the purpose of enforcing the provisions of this paragraph.

9.4 The procedure for and the allowance or disallowance by the Court of the Fee and Expense Award or Plaintiffs’ Award to be paid out of the Settlement Fund are not part of the Settlement, and any order or proceeding relating to the Fee and Expense Application or Plaintiffs’

Award, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Settlement, or affect or delay the finality of the Judgment and Order of Dismissal (including the Releases contained herein).

9.5 The Defendants shall not have any responsibility for or liability whatsoever with respect to the payment of any Fee and Expense Award to any Lead Counsel, or with respect to the allocation among Lead Counsel and/or any other Person who may assert a claim thereto, of any Fee and Expense Award that the Court may make in the Action.

9.6 The Defendants shall have no responsibility for or liability whatsoever with respect to the allocation or award of attorneys' fees or the Notice and Administration Costs. The attorneys' fees that are awarded to Lead Counsel and the Notice and Administration Expenses shall be payable solely from the Escrow Account.

10. Conditions of Settlement and Effect of Disapproval, Cancellation, or Termination

10.1 The Effective Date of the Stipulation shall be conditioned on the occurrence of all of the following events:

(a) execution of this Stipulation and such other documents as may be required to obtain final Court approval of the Stipulation;

(b) the Court has entered the Preliminary Approval Order;

(c) the Settlement Amount has been deposited into the Escrow Account;

(d) no party has exercised its option to terminate this Stipulation;

(e) the Court has entered the Judgment that, *inter alia*, dismisses with prejudice the Action; and

(f) the Judgment has become Final.

10.2 Upon the occurrence of all of the events referenced in Paragraph 10.1 hereof, any and all remaining interest or right to the Settlement Fund, if any, of Defendants or any Persons

who contributed to the Settlement Fund shall be absolutely and forever extinguished. If all of the conditions specified in Paragraph 10.1 hereof are not met, then this Stipulation shall be canceled and terminated subject to Paragraph 10.3 hereof unless Lead Counsel and Defendants' Counsel mutually agree in writing to proceed with the Settlement.

10.3 Lead Plaintiffs, through Lead Counsel, and Defendants, through Defendants' Counsel, shall, in the discretion of each, have the right to terminate the Settlement set forth in this Stipulation by providing written notice of their election to do so ("Termination Notice") to all other Settlement Parties within thirty (30) calendar days of the date on which any of the following should happen: (i) the Court enters an order declining to enter the Preliminary Approval Order in any material respect; (ii) the Court enters an order refusing to approve this Stipulation or any material part of it; (iii) the Court enters an order declining to enter the Judgment in any material respect; or (iv) the Judgment is modified or reversed by a court of appeal or any higher court in any material respect. Notwithstanding this paragraph, the Court's determination as to the Fee and Expense Application, Plaintiffs' Award Application, and/or any Plan of Allocation, or any determination on appeal from any such order, shall not provide grounds for termination of this Stipulation or Settlement.

10.4 Except as otherwise provided herein, in the event that the Stipulation is not approved by the Court or the Settlement is terminated or fails to become effective in accordance with its terms, the Settling Parties shall not forfeit or waive any factual or legal claim, defense, or contention in the Action. In such event, the terms and provisions of the Stipulation, with the exception of Paragraphs 5.1, 9.3, 10.2, 11.1, and any other Paragraph that expressly survives termination of the Settlement, shall have no further force and effect with respect to the Settling Parties and shall not be used in this Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Stipulation shall be

treated as vacated, *nunc pro tunc*, and the Settling Parties shall be returned, to the maximum extent possible, to the position that existed as of February 12, 2026—the day before the execution of the Settling Parties’ Term Sheet. No order of the Court or modification or reversal on appeal of any such order of the Court concerning the Plan of Allocation, the Fee and Expense Award, or the Plaintiffs’ Award shall constitute grounds for cancellation or termination of the Stipulation.

10.5 Revance shall have sole and exclusive discretion to terminate the Settlement in the event that Persons who otherwise would be members of the Settlement Class timely choose to exclude themselves from the Settlement Class in accordance with the provisions of the Preliminary Approval Order and Notice given pursuant thereto purchased more than a certain number of shares of Revance Securities (“Opt-Out Threshold”), as set forth in a separate agreement (the “Supplemental Agreement”) executed between Lead Counsel and Defendants’ Counsel, which is incorporated by reference into this Stipulation. The Parties shall not file the Supplemental Agreement with the Court unless instructed to do so by the Court. The Opt-Out Threshold may be disclosed to the Court for purposes of approval of the Settlement, as may be required by the Court, but such disclosure shall be carried out to the fullest extent possible in accordance with the practices of the Court so as to maintain the Opt-Out Threshold as confidential.

11. No Admission of Wrongdoing

11.1 Neither this Stipulation (whether or not consummated), including the exhibits hereto and any Plan of Allocation (or any other Plan of Allocation that may be approved by the Court), the negotiations leading to the execution of this Stipulation, nor any proceedings taken pursuant to or in connection with this Stipulation, and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered against any Released Defendants Party as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by, any

Released Defendants Party with respect to the truth of any fact alleged by Lead Plaintiffs, or any member of the Settlement Class or the validity of any claim that has been or could have been asserted in the Action or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind by the Released Defendants Party or in any way referred to for any other reason as against the Released Defendants Party, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

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

(c) shall be construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; *provided, however*, that if this Stipulation is approved by the Court, the Settling Parties and the Releasees and their respective counsel may refer to it to effectuate the protections from liability granted hereunder or otherwise to enforce the terms of the Settlement.

12. Non-Disparagement. The Settling Parties agree that they will not defame, disparage, or impugn each other in any communications, written or oral, with any third party. The Settling Parties further agree that they will not induce or encourage any third parties to engage in the conduct prohibited by this provision. In the event of a breach by any Settling Party of this provision, any Settling Party may take any action necessary to enforce this provision, including but not limited to seeking injunction relief in addition to any other remedies in law or equity.

13. Miscellaneous Provisions

13.1 The Settling Parties: (a) acknowledge that it is their intent to consummate this Settlement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of the Stipulation expeditiously.

13.2 The Settling Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Action and the Released Claims, or which could have been asserted with respect to the Action based on the same factual predicate. The Settlement and all negotiations, discussions, and proceedings leading up to and in connection herewith shall not be deemed to constitute a presumption, concession, or an admission by any Settling Party of any fault, liability, or wrongdoing by it, or as to the merits of any claim or defense.

13.3 The Settling Parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's-length and in good faith by the Settling Parties, including through discussions mediated by Jed D. Melnick, Esq., and reflect that the Settlement was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

13.4 The Settling Parties and their counsel agree that, as between the Lead Plaintiffs and Defendants, they shall not assert any claims of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the institution, prosecution, defense, or settlement of the Action, and the Judgment and Order of Dismissal shall contain a finding, as between the Lead Plaintiffs and the Released Defendants Parties, that all Settling Parties and their counsel complied with the requirements of Rule 11 with respect to the institution, prosecution, defense, and resolution of the Action. The Settling Parties agree that the Settlement Amount and the other terms of the Settlement were negotiated in good faith at arm's length by the Settling Parties and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

13.5 Neither the Stipulation nor the Settlement contained herein, nor any negotiations, discussions, proceedings, or acts performed or documents executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) are or may be deemed to be or may be used as admissions of, or evidence of the liability of or wrongdoing by the Released Defendants Parties, or of any wrongdoing or liability of the Released Defendants Parties; or (b) are or may be deemed to be or may be used as admissions of any fault or omission of the Released Defendants Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. The Released Defendants Parties and their counsel may file the Stipulation and/or the Judgment and Order of Dismissal in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim, or in connection with any proceeding to enforce the terms of this Stipulation.

13.6 All agreements made and orders entered during the course of the Action relating to the confidentiality of documents and information shall survive this Stipulation, pursuant to the terms of such agreements.

13.7 All of the Exhibits to the Stipulation are material and integral parts hereof and are fully incorporated herein by this reference.

13.8 The terms of the Settlement, as reflected in this Stipulation, may not be modified or amended, nor may any of its provisions be waived except by a writing signed on behalf of both Lead Plaintiffs and Defendants (or their successors-in-interest) or by order of the Court.

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

13.10 The Stipulation may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

13.11 No waiver of any term or provision of this Stipulation, or of any breach or default hereof or hereunder, shall be valid or effective unless in writing and signed by or on behalf of all Settling Parties or their respective successors-in-interest. No waiver of any term or provision of this Stipulation, or of any breach or default hereof or hereunder, shall be construed as a waiver of the same or any other term or provision or of any previous or subsequent breach thereof.

13.12 The Stipulation, the Supplemental Agreement, and the Exhibits attached hereto constitute the entire agreement among the Settling Parties and supersede prior understandings and agreements, if any, among or between the Settling Parties with respect to the subject matter hereof.

13.13 **DISCLAIMER OF RELIANCE.** The Settling Parties expressly acknowledge and agree that there are no representations, agreements, arrangements or understandings, oral or written, concerning the subject matter hereof between and among the Settling Parties which are not fully expressed or incorporated by reference herein. Each of the Settling Parties further expressly acknowledges and agrees that it has not relied on, or been induced by, any representation, warranty, statement, estimate, communication, or information, of any nature whatsoever, whether written or oral, by any other Settling Party (or any agent or representative of any Settling Party), except as expressly set forth in this Stipulation. Each of the Settling Parties expressly disclaims reliance upon any communication or information, whether written or oral, between or among the Settling Parties at any time prior to and during the negotiation and execution of this Stipulation. Except as otherwise provided herein, each Settling Party shall bear its own costs.

13.14 Lead Counsel, on behalf of the Settlement Class, represent that they are expressly authorized by Lead Plaintiffs to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to the Stipulation to effectuate its terms and also are expressly authorized to enter into any modifications or amendments to the Stipulation on behalf of the Settlement Class which they deem appropriate.

13.15 Each counsel or other Person executing the Stipulation or any of its Exhibits on behalf of any Settling Party hereby warrants that such Person has the full authority to do so.

13.16 All notices, requests, demands, claims and other communications hereunder shall be in writing and shall be deemed duly given upon receipt of hand delivery, facsimile, or email transmission, with confirmation of receipt. Any written notice required pursuant to or in connection with this Stipulation shall be addressed to counsel as follows:

If to Lead Plaintiffs or to Lead Counsel:

Andrew J. Entwistle, Esq.
ENTWISTLE & CAPPUCCI LLP

500 West 2nd Street, Suite 1900
Austin, TX 78701

Robert N. Cappucci, Esq.
ENTWISTLE & CAPPUCCI LLP
230 Park Avenue, 3rd Floor
New York, NY 10169

Steven B. Singer, Esq.
SAXENA WHITE P.A.
10 Bank Street
Suite 882
White Plains, NY 10606

If to Defendants or Defendants' Counsel:

Jordan D. Peterson, P.C., Esq.
KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, NY 10022

Susan L. Saltzstein, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
One Manhattan West
New York, NY 10001

13.17 The Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court. Signatures sent by facsimile or by PDF via e-mail shall be deemed originals.

13.18 The Stipulation shall be binding upon, and inure to the benefit of, the heirs, successors, and assigns of the Settling Parties hereto.

13.19 The Court shall have exclusive jurisdiction with respect to implementation and enforcement of the terms of the Stipulation, and all Settling Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in the Stipulation. The terms of the Stipulation shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to its conflict of law principles.

13.20 Nothing in this Stipulation or in the approval process for the Settlement shall compromise any of Lead Plaintiffs' claims in this Action against any party other than Defendants and nothing in this Stipulation or in the approval process for the Settlement shall be used to delay the trial in this Action against any defendant other than Defendants.

13.21 The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Stipulation, and all Settling Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Stipulation.

13.22 Pending approval of the Court of this Stipulation and its Exhibits, all proceedings in this Action shall be stayed, and all members of the Settlement Class shall be barred and enjoined from prosecuting any of the Released Claims against any of the Released Defendants Parties.

13.23 Nothing in this Stipulation, or the negotiations relating thereto, is intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, including, without limitation, attorney-client privilege, joint defense privilege, or work product protection.

13.24 Unless otherwise provided, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation without further order of the Court.

IN WITNESS WHEREOF, the Parties hereto have caused the Stipulation to be executed, by their duly authorized attorneys, dated March 20, 2026.

Andrew J. Entwistle, Esq.
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Telephone: (512) 710-5960

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