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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Wang v. Zymergen Inc., et al.

Case No. 5:21-cv-06028-PCP

PROOF OF CLAIM AND RELEASE

**Must Be Postmarked (if Mailed)
or Received (if Submitted Online)
No Later Than October 11, 2026**

ZYM2

Please Type or Print in the Boxes Below
Must use Black or Blue Ink or your
claim may be deemed deficient.

REMEMBER TO ATTACH COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF YOUR TRANSACTIONS IN ZYMERGEN COMMON STOCK. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.

PART I. CLAIMANT IDENTIFICATION

Last Name

M.I.

First Name

Last Name (Co-Beneficial Owner)

M.I.

First Name (Co-Beneficial Owner)

☐ IRA

☐ Joint Tenancy

☐ Employee

☐ Individual

☐ Other

Company Name (Beneficial Owner - If Claimant is not an Individual) or Custodian Name if an IRA (specify)

Trustee/Asset Manager/Nominee/Record Owner's Name (If Different from Beneficial Owner Listed Above)

Account#/Fund# (Not Necessary for Individual Filers)

Social Security Number (Last 4 digits)

or

Taxpayer Identification Number

Telephone Number (Primary Daytime)

Telephone Number (Alternate)

Email Address

MAILING INFORMATION

Address

Address (cont.)

City

State

ZIP Code

Foreign Province

Foreign Postal Code

Foreign Country Name/Abbreviation

FOR CLAIMS
PROCESSING
ONLY

OB

CB

☐ ATP
☐ KE
☐ ICI

☐ BE
☐ DR
☐ EM

☐ FL
☐ ME
☐ ND

☐ OP
☐ RE
☐ SH

MM / DD / YYYY

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PART II. SCHEDULE OF TRANSACTIONS IN ZYMERGEN COMMON STOCK

A. Number of shares of Zymergen common stock held at the close of trading on April 20, 2021 (must be documented). If none, write "zero" or "0":

Proof Enclosed?

☐ Y ☐ N

B. Purchases or acquisitions of Zymergen common stock from April 21, 2021 through August 4, 2021, inclusive:¹

PURCHASES

PURCHASES																												
Trade Date(s) (List Chronologically)													Number of Shares Purchased or Acquired							Total Purchase or Acquisition Price (Excluding commissions, taxes, and fees)					Proof of Purchase/ Acquisition Enclosed			
	M	M		D	D		Y	Y	Y	Y																		
1.			/			/																						
2.			/			/																						
3.			/			/																						
4.			/			/																						
5.			/			/																						

IMPORTANT: (i) If any purchase listed covered a “short sale,” please mark Yes: ☒ Yes

(ii) If you received shares through an acquisition or merger, please identify the date, the share amount and the company acquired:

M M D D Y Y Y Y

Merger Shares:

Company:

		/			/				
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C. Sales of Zymergen common stock from April 21, 2021 through August 4, 2021, inclusive:

SALES

SALES																									
Trade Date(s) (List Chronologically)												Number of Shares Sold					Total Sales Price (Excluding commissions, taxes and fees)						Proof of Sale Enclosed?		
	M	M		D	D		Y	Y	Y	Y															
1.			/			/																			
2.			/			/																			
3.			/			/																			
4.			/			/																			
5.			/			/																			

D. Number of shares of Zymergen common stock held at the close of trading on August 4, 2021:

Proof Enclosed?

☐ Y ☐ N

If you require additional space, attach extra schedules in the same format as above. Sign and print your name and the last four digits of your Social Security/Taxpayer Identification Number on each additional page.

YOU MUST READ THE RELEASE AND SIGN THE CERTIFICATION ON PAGE 6. FAILURE TO SIGN THE CERTIFICATION MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

¹ The eligible purchase period is from April 21, 2021 through August 3, 2021. Information requested about your purchases on August 4, 2021 is needed only for the Claims Administrator to confirm that you have reported all relevant transactions. Purchases on August 4, 2021 are not eligible for a recovery because they were made outside the Class Period.



IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Claim Form under the terms of the Stipulation described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Northern District of California with respect to my (our) claim as a Member of the Class and for purposes of enforcing the releases set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of the Stipulation and any judgment that may be entered in the Action, including the releases and the covenants set forth herein. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the same purchases, acquisitions, or sales of Zymergen common stock during the relevant period and know of no other Person having done so on my (our) behalf.

V. RELEASES

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release from the "Released Plaintiff's Claims" (as defined below) each and all of the "Released Defendant Parties" (as defined below).

2. "Released Plaintiff's Claims" means all claims and causes of action of every nature and description, whether known or unknown, including Unknown Claims (as defined below), demands, losses, and rights, that have been or could have been asserted in the Litigation, whether arising under federal, state, common, or foreign law, or any other law, rule, or regulation, whether class or individual in nature, based on, arising out of, or in connection with both: (i) the purchase, acquisition, holding, sale, or disposition of Zymergen common stock purchased or acquired pursuant and/or traceable to the Registration Statement; and (ii) the allegations, acts, transactions, facts, events, matters, occurrences, disclosures, filings, representations, statements, or omissions that were or could have been alleged by Lead Plaintiff or other Class Members in the Litigation. Released Plaintiff's Claims do not include: (i) any claims related to the enforcement of the Settlement; or (ii) any derivative or ERISA claims. For the avoidance of doubt, Released Plaintiff's Claims do not include the claims alleged in *ZYM Liquidating Trust v. Hoffman, et al.*, Case No. CGC-25-626071 (S.F. Sup. Ct.).

3. "Released Defendant Party" or "Released Defendant Parties" or "Defendants' Released Persons" means any or all of Settling Defendants and their and Zymergen's current and former officers, directors, agents, servants, representatives, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees, advisors, auditors, immediate family members, underwriters, insurers, reinsurers, employees, attorneys, and each of their respective heirs, executors, administrators, successors and assigns, in their capacities as such. For the avoidance of doubt, Zymergen and the ZYM Liquidating Trust are not Released Defendant Parties.

4. "Released Defendants' Claims" means any and all claims and causes of action of every nature and description whatsoever, including both known claims and Unknown Claims (as defined below), whether arising under federal, state, common, or foreign law, against the Releasing Plaintiff Parties that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Settling Defendants in the Litigation, except for claims relating to the enforcement of the Settlement.

5. "Unknown Claims" means: (a) any and all Released Plaintiff's Claims that the Releasing Plaintiff Parties do not know or suspect to exist in his, her, its, or their favor at the time of the release of such claims; and (b) any and all Released Defendants' Claims that any of the Released Defendant Parties do not know or suspect to exist in his, her, its, or their favor at the time of the release of such claims, and including, without limitation, those that, if known by him, her, it, or them, might have affected his, her, its, or their decision(s) with respect to this Settlement. Unknown Claims include, without limitation, those claims in which some or all of the facts composing the claim may be unsuspected, undisclosed, concealed, or hidden. With respect to: (a) any and all Released Plaintiff's Claims against the Released Defendant Parties; and (b) any and all Released Defendants' Claims against the Releasing Plaintiff Parties, the Settling Parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly waive, and each Releasing Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the Judgment shall have expressly waived, any and all provisions, rights, and protections conferred by California Civil Code §1542 and by any law of any state or territory of the United States, or principle of common law or foreign law, that is similar, comparable, or equivalent to California Civil 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 Releasing Plaintiff Parties and Released Defendant Parties acknowledge that they may hereafter discover facts, legal theories, or authorities in addition to or different from those which he, she, it, or their counsel now knows or believes to be true with respect to the subject matter of the Released Plaintiff's Claims or Released Defendants' Claims, but: (a) the Releasing Plaintiff Parties shall expressly, fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and each Releasing Plaintiff Party shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and upon the Effective Date, and by operation of the Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Plaintiff's Claims against the Released Defendant Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued, whether or not concealed or hidden, which now exist, or heretofore have existed, or may hereafter exist, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities; and (b)



the Released Defendant Parties shall expressly, fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and each Released Defendant Party shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and upon the Effective Date, and by operation of the Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Defendants' Claims against Lead Plaintiff, the Class, and Plaintiffs' Counsel, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Parties acknowledge, and the Releasing Plaintiff Parties and Released Defendant Parties shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

6. These releases shall be of no force or effect unless and until the Court approves the Stipulation and the Settlement becomes effective on the Effective Date.

7. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any claim or matter released pursuant to this release or any other part or portion thereof.

8. I (We) hereby warrant and represent that I (we) have included information about all of my (our) purchases, acquisitions, and sales of Zymergen common stock that occurred during the relevant period and the number of shares of Zymergen common stock held by me (us) at the close of trading on April 20, 2021 and August 4, 2021.

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

EXECUTED THIS _____ DAY OF _____ in _____
(Month/Year) (City/State/Country)

(Sign your name here)

(Sign your name here)

(Type or print your name here)

(Type or print your name here)

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

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

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

Reminder Checklist:

1. Please sign the above release and acknowledgment.
2. If this Claim is being made on behalf of Joint Claimants, then both must sign.
3. Remember to attach copies of supporting documentation, if available.
4. **Do not send** originals of certificates.
5. Keep a copy of your Claim Form and all supporting documentation for your records.
6. If you desire an acknowledgment of receipt of your Claim Form, please send it Certified Mail, Return Receipt Requested.
7. If you move, please send your new address to the address below.
8. **Do not use red pen or highlighter** on the Claim Form or supporting documentation.

**THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR MAILED
NO LATER THAN OCTOBER 11, 2026, ADDRESSED AS FOLLOWS:**

Zymergen Securities Litigation
Claims Administrator
c/o Verita Global
P.O. Box 301135
Los Angeles, CA 90030-1135

Online Submissions: www.ZymergenSecuritiesLitigation.com

