

Exhibit 1

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

----- X
**IN RE DENTSPLY SIRONA, INC.
SECURITIES LITIGATION**
----- X

18 Civ. 7253 (NG)(PK)

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement (“Settlement Agreement”), dated as of March 12, 2025, is entered into between (a) Lead Plaintiff Strathclyde Pension Fund (“Lead Plaintiff” or “Strathclyde”), on behalf of itself and the Settlement Class (defined below); and (b) Defendants Dentsply Sirona, Inc. (“Dentsply Sirona” or the “Company”) and Jeffrey T. Slovin, Bret W. Wise, Christopher T. Clark, Donald M. Casey, Ulrich Michel, Mark A. Thierer and Nicholas W. Alexos (collectively, the “Officer Defendants”), and Michael C. Alfano, Eric K. Brandt, Paula H. Cholmondeley, Michael J. Coleman, Willie A. Deese, William F. Hecht, Francis J. Lunger, John L. Miclot, and John C. Miles II (collectively, the “Director Defendants,” and, together with the Officer Defendants, the “Individual Defendants,” and, together with Dentsply Sirona, “Defendants,” and, together with Lead Plaintiff, the “Parties”), and embodies the terms and conditions of the settlement of the above-captioned action (the “Action”). Subject to the approval of the Court and the terms and conditions expressly provided herein, this Settlement Agreement is intended to fully, finally, and forever compromise, settle, release, resolve, and dismiss with prejudice the Action and all Released Plaintiffs’ Claims as against Defendants and Defendants’ Releasees and all Released Defendants’ Claims as against the Plaintiffs’ Releasees.¹

¹ All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in ¶ 1 herein.

WHEREAS:

A. On December 19, 2018, Boynton Beach General Employees' Pension Plan initiated the Action in the United States District Court for the Eastern District of New York (the "Court"), alleging violations of the federal securities laws. ECF No. 1.

B. On March 11, 2019, the Court entered an Order appointing Strathclyde as Lead Plaintiff and approving its selection of Barrack, Rodos & Bacine as Lead Counsel ("Lead Counsel"). ECF No. 14.

C. On May 6, 2019, Lead Plaintiff filed the Class Action Complaint of Lead Plaintiff Strathclyde Pension Fund ("First Complaint"). ECF No. 18. The First Complaint asserted claims on behalf of all persons who: (1) purchased or otherwise acquired the common stock of Dentsply International, Inc. ("Dentsply Intl.") and its successor-in-interest Dentsply Sirona between February 20, 2014 and August 7, 2018; (2) acquired shares of the common stock of Dentsply Sirona in exchange for their shares of common stock of Sirona Dental Systems, Inc. ("Sirona") in connection with the merger of Dentsply Intl. and Sirona on or about February 29, 2016 (the "Merger"); or (3) were former Dentsply Intl. shareholders who held shares as of December 2, 2015 and were entitled to vote with respect to the Merger; and were damaged by the conduct asserted in the First Complaint. The First Complaint alleged that Defendants made materially false and misleading statements or omissions regarding (i) a build-up of inventory at one of the company's major distributors and (ii) an anti-competitive conspiracy among the company's three largest United States distributors (the "Distributor Conspiracy Theory"). The First Complaint asserted: (i) claims under Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and SEC Rule 10b-5, 17 C.F.R. § 240.10b-5, promulgated thereunder, against Dentsply Sirona and the Officer Defendants; (ii) claims under Section 20(a) of the Exchange Act, 15 U.S.C. § 78t(a), against the Officer

Defendants; (iii) claims under Section 11 of the Securities Act, 15 U.S.C. § 77k, against Dentsply Sirona, the Director Defendants, and Officer Defendants Wise, Clark, Slovin and Michel; (iv) claims under Section 12(a)(2) of the Securities Act, 15 U.S.C. § 77l(a)(2), against Dentsply Sirona; (v) claims under Section 15 of the Securities Act, 15 U.S.C. § 77o, against the Director Defendants and Officer Defendants Wise, Clark, Slovin and Michel; (vi) claims under Section 14(a) of the Exchange Act, 15 U.S.C. § 78n(a), and SEC Rule 14a-9, 17 C.F.R. § 240.14a-9, promulgated thereunder, against Dentsply Sirona, the Director Defendants, and Officer Defendants Wise, Clark, Slovin and Michel; and (vii) claims under Section 20(a) of the Exchange Act, 15 U.S.C. § 78t(a), against Officer Defendants Wise, Clark, Slovin and Michel.

D. On July 3, 2019, the Court held a pre-motion conference regarding Defendants' anticipated motion to dismiss the First Complaint, at which time Lead Plaintiff, on consent of Defendants, voluntarily dismissed its claims pursuant to Section 14(a) of the Exchange Act and SEC Rule 14a-9 as time-barred by the three-year statute of repose. On August 15, 2019, Defendants moved to dismiss the First Complaint, asserting that: most of Lead Plaintiff's claims were time-barred; Lead Plaintiff failed to sufficiently allege actionable misstatements or omissions, Defendants acted with scienter, or loss causation; any alleged misstatements and omissions regarding Sirona's business were immaterial as a matter of law for Lead Plaintiff's Securities Act claims; and Lead Plaintiff's control person claim failed as to each of the Individual Defendants. ECF Nos. 31 & 42-44. On September 26, 2019, Lead Plaintiff served its opposition to Defendants' motion to dismiss. ECF Nos. 36 & 45-46. On October 21, 2019, Defendants served their reply. ECF Nos. 40 & 47-48. The same day, the Court permitted Lead Plaintiff to file a five-page supplemental memorandum of law, and Defendants to file a two-page response, to address a recent order dismissing the complaint in the parallel state court Securities Act class action. ECF

No. 39. Lead Plaintiff served its supplemental opposition brief on October 31, 2019. ECF Nos. 41 & 49. Pursuant to District Judge Nina Gershon's Individual Practice Rule 3.C. (the "Bundling Rule"), on November 7, 2019, Defendants filed a complete set of motion papers, including their supplemental brief in support of their motion. ECF Nos. 50 & 51.

E. While the motion to dismiss was pending, on December 16, 2020, the United States Securities and Exchange Commission ("SEC") issued an order titled *In the Matter of Dentsply Sirona Inc.*, File No. 3-20170, Order Instituting Cease-and-Desist Proceedings Pursuant to Section 21C of the Securities Exchange Act of 1934, Making Findings, and Imposing a Cease-and-Desist Order (Release No. 90681, December 16, 2020) (the "Cease-and-Desist Order"). On January 8, 2021, the Parties filed a Stipulation and Proposed Order Regarding Scheduling, notifying the Court of this development, that Defendants' motion to dismiss the First Complaint was withdrawn, and that Lead Plaintiff would file an amended complaint on or before January 22, 2021. ECF No. 58.

F. On January 22, 2021, Lead Plaintiff filed the Amended Class Action Complaint of Lead Plaintiff Strathclyde Pension Fund, ECF No. 59, and on January 25, 2021, Lead Plaintiff filed the Corrected Amended Class Action Complaint of Lead Plaintiff Strathclyde Pension Fund (the "Complaint"), ECF No. 60. The Complaint contained new allegations addressing the Cease-and-Desist Order, but were otherwise identical to those raised in the First Complaint.

G. On March 8, 2021, Defendants moved to dismiss the Complaint, asserting that: Lead Plaintiff's claims were time-barred; Lead Plaintiff failed to sufficiently allege actionable misstatements or omissions; Lead Plaintiff failed to adequately allege loss causation; Defendants had not acted with scienter; any omitted information about Sirona would have been immaterial to Sirona shareholders; and Lead Plaintiff failed to adequately plead any control person claims. ECF Nos. 62 & 68-70. Defendants also moved to strike references to the Cease-and-Desist Order in

the Complaint. On April 22, 2021, Lead Plaintiff served its opposition to Defendants' motion to dismiss. ECF Nos. 64 & 71. On May 21, 2021, Defendants served their reply, ECF Nos. 67 & 72-73, and that same day, pursuant to the Bundling Rule, Defendants filed a complete set of motion papers.

H. On March 29, 2023, Judge Gershon issued a 50-page Opinion and Order denying the motion to strike, finding that certain of the alleged misrepresentations and omissions were not actionable, but otherwise denying Defendants' motion to dismiss. ECF No. 83. Specifically, Judge Gershon found that: Lead Plaintiff's claims were not barred by the applicable statutes of limitations; Lead Plaintiff pleaded actionable misstatements and omissions, aside from certain statements and omissions relating to the Distributor Conspiracy Theory; Lead Plaintiff pleaded facts supporting a strong inference of scienter; Lead Plaintiff adequately pleaded loss causation; the materiality of misstatements and omissions asserted on behalf of persons who acquired Dentsply Sirona common stock in exchange for shares of Sirona common stock in the Merger should be determined later in the litigation based on a more developed factual record; and Lead Plaintiff's control person claims were sufficiently pleaded. *Id.*

I. Discovery in the Action commenced in May 2023. In response to Lead Plaintiff's requests for production of documents, Defendants produced over 480,000 documents. Lead Plaintiff also produced documents in response to Defendants' requests for production of documents. In total, the Parties produced more than 2.4 million pages of documents. In addition, Lead Plaintiff subpoenaed five third parties and received additional documents from each of them.

J. On September 29, 2023, Lead Plaintiff filed a motion for class certification and appointment of class representative and class counsel, which was accompanied by a report from

Lead Plaintiff's expert on market efficiency and common damages methodologies. ECF Nos. 101-03.

K. On November 27, 2023, Defendants filed a letter requesting a pre-motion conference regarding an anticipated motion for judgment on the pleadings. ECF No. 112. Lead Plaintiff filed a response on December 11, 2023. ECF No. 118. The pre-motion conference was held on March 15, 2024 before Judge Gershon, at which time the Court set a briefing schedule for Defendants' motion for judgment on the pleadings. Because of certain statute of repose issues, Lead Plaintiff voluntarily dismissed its Section 11 claims and its Section 15 claim against Defendant Michel.

L. On February 8, 2024, after taking certain class-related discovery, Defendants filed their response in opposition to the class motion, along with the reports of three experts. ECF Nos. 122-26. On May 10, 2024, after taking certain other class-related discovery, Lead Plaintiff filed its reply in further support of the class certification motion. ECF Nos. 132-33. In that reply, Lead Plaintiff explained:

Defendants have presented extensive evidence and arguments to show that any alleged misrepresentations or omissions concerning the Distributor Conspiracy Theory had no impact on the price of Dentsply Intl. or Dentsply Sirona stock, either at the times they were made (*i.e.*, front-end impact) or at the times of the four alleged corrective disclosures (*i.e.*, back-end impact). Given Defendants' evidence in support of their lack of price impact argument with respect to the Distributor Conspiracy Theory claims, Lead Plaintiff no longer believes that the Distributor Conspiracy Theory is sustainable on a class-wide basis under the U.S. Supreme Court's decisions in *Halliburton Co. v. Erica P. John Fund, Inc.*, 573 U.S. 258, 279–84 (2014) (*Halliburton II*) and *Goldman Sachs Grp., Inc. v. Ark. Tchr. Ret. Sys.*, 594 U.S. 113, 122 (2021), and the Second Circuit's follow-on decision in *Ark. Tchr. Ret. Sys. v. Goldman Sachs Grp., Inc.*, 77 F.4th 74, 101–03 (2d Cir. 2023).

ECF No. 132 at 3-4 (footnote omitted). As a result of making this determination, Lead Plaintiff modified the definition of the proposed Class to include only persons who purchased the common stock of Dentsply Intl. or Dentsply Sirona on the open market from December 8, 2015 to August

6, 2018, inclusive, and were damaged thereby. “Through this modification, Lead Plaintiff [announced it] [wa]s no longer seeking class certification of: (1) the remaining Securities Act claims associated with the Merger; and (2) Exchange Act claims of Dentsply Intl. purchasers from February 20, 2014 through December 7, 2015.” (*Id.* at 1.) Subsequently, the Parties were granted leave to file sur-reply and sur-sur-reply briefs regarding the class certification motion after taking certain additional class-related discovery. On September 6, 2024, Defendants filed their sur-reply in further opposition to the class certification motion. ECF Nos. 157-58. On December 6, 2024, Lead Plaintiff filed its sur-sur-reply in further support of its class certification motion. ECF Nos. 168-69.

M. Defendants served their motion for judgment on the pleadings on June 7, 2024, arguing that: pre-Merger purchasers of Dentsply Intl. stock lacked standing to assert Exchange Act claims relating to statements about Sirona; Lead Plaintiff did not sufficiently allege any claim relating to statements made after August 9, 2017 or any claim against Defendants Casey, Alexos and Thierer; and Lead Plaintiff’s individual claims under Section 12(a)(2) and Section 15 of the Securities Act, and Section 10(b) of the Exchange Act relating to the Distributor Conspiracy Theory, for which Lead Plaintiff was no longer seeking class treatment, should be dismissed. ECF Nos. 138 & 143-45. On July 26, 2024, Lead Plaintiff served its response in opposition to Defendants’ motion. ECF No. 141 & 147-48. On August 16, 2024, pursuant to Judge Gershon’s Bundling Rule, Defendants filed a full set of motion papers, including their reply brief. ECF Nos. 149-50.

N. The Parties had begun exploring the possibility of a settlement in early 2024. The Parties agreed to engage in private mediation and retained the Honorable Layn R. Phillips of Phillips ADR Enterprises (“Judge Phillips”) to act as mediator in the Action. Judge Phillips was

assisted by his Phillips ADR colleague, Caroline Cheng (together with Judge Phillips, the “Mediator”). On June 11-12, 2024, counsel for the Parties, Defendants’ insurance carriers, and certain Party personnel participated in a two-day mediation session before the Mediator. In advance of the mediation session, the Parties exchanged with each other and submitted to the Mediator detailed confidential mediation statements. The session ended without any agreement being reached.

O. After the mediation session concluded, the Parties continued to engage in settlement negotiations facilitated by the Mediator while the litigation proceeded. Ultimately, following months of negotiations facilitated by the Mediator, Judge Phillips made a Mediator’s Recommendation that the Action be settled for \$84,000,000, which the Parties accepted on January 16, 2025.

P. The agreement’s terms were memorialized in a term sheet executed on January 30, 2025 (the “Term Sheet”). The Term Sheet sets forth, among other things, the Parties’ agreement to settle and release all claims against Defendants and Defendants’ Releasees (defined below) in return for a cash payment of \$84,000,000 by or on behalf of Defendants for the benefit of the Settlement Class, subject to certain terms and conditions and the execution of a customary “long form” stipulation and agreement of settlement and related papers.

Q. This Settlement Agreement (together with the exhibits hereto) reflects the final and binding agreement between the Parties and supersedes the Term Sheet.

R. Based upon their investigation, prosecution, and mediation of the case, Lead Plaintiff and Lead Counsel have concluded that the terms and conditions of this Settlement Agreement are fair, reasonable, and adequate to Lead Plaintiff and the other members of the Settlement Class, and in their best interests. Based on Lead Plaintiff’s direct oversight of the

prosecution of this matter and with the advice of its counsel, Lead Plaintiff has agreed to settle and release the Released Plaintiffs' Claims pursuant to the terms and provisions of this Settlement Agreement, after considering, among other things: (a) the substantial financial benefit that the Settlement Class will receive under the proposed Settlement; and (b) the significant risks and costs of continued litigation and trial.

S. This Settlement Agreement constitutes a compromise of all matters that are in dispute between the Parties. Defendants have denied and continue to deny any wrongdoing or that they have committed any act or omission giving rise to any liability or violation of law, including the U.S. securities laws. Specifically, Defendants have denied and continue to deny all charges of wrongdoing or liability against them arising out of the conduct, statements, acts or omissions alleged or that could have been alleged in the Action, including each and every one of the claims alleged by Lead Plaintiff in the Action on behalf of the Settlement Class, including all claims in the Complaint (or any other complaint filed in the Action). Defendants also have denied, and continue to deny, *inter alia*, the allegations that Lead Plaintiff or Settlement Class Members have suffered damage or were otherwise harmed by the conduct alleged in the Action or that could have been alleged in the Action. Defendants have asserted, and continue to assert, that, at all times, they acted in good faith and in a manner they reasonably believed to be in accordance with all applicable rules, regulations, and laws, and further maintain that they have meritorious defenses. By entering into this Settlement, Defendants make no admission of liability or any form of wrongdoing whatsoever. Nonetheless, the Defendants have determined that it is desirable and beneficial to them that the Action be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement solely to avoid the further expense, inconvenience, and burden of the Action, the distraction and diversion of personnel and resources, and to obtain the conclusive

and complete dismissal or release of this Action and the Released Plaintiffs' Claims. Similarly, this Settlement Agreement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Lead Plaintiff of any infirmity in any of the remaining claims asserted in the Action, or an admission or concession that any of the Defendants' defenses to liability had any merit.

NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and among Lead Plaintiff (individually and on behalf of all other members of the Settlement Class) and Defendants, by and through their respective undersigned attorneys and subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, that, in consideration of the benefits flowing to the Parties from the Settlement, all Released Plaintiffs' Claims as against the Defendants' Releasees and all Released Defendants' Claims as against the Plaintiffs' Releasees shall be settled and released, upon and subject to the terms and conditions set forth below.

DEFINITIONS

1. As used in this Settlement Agreement and any exhibits attached hereto and made a part hereof, the following capitalized terms shall have the following meanings:

(a) "Action" means the securities class action in the matter styled *In re Dentsply Sirona, Inc. Securities Litigation*, Civil Action No. 18-7253-NG-PK, in the United States District Court for the Eastern District of New York.

(b) "Authorized Claimant" means a Settlement Class Member who or which submits a Claim to the Claims Administrator that is approved by the Court for payment from the Net Settlement Fund.

(c) "Claim" means a paper claim submitted on a Proof of Claim Form or an electronic claim that is submitted to the Claims Administrator.

(d) “Claim Form” or “Proof of Claim Form” means the form, substantially in the form attached hereto as Exhibit 2 to Exhibit A, that a Claimant must complete and submit should that Claimant seek to share in a distribution of the Net Settlement Fund.

(e) “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.

(f) “Claims Administrator” means the firm retained by Lead Counsel, subject to approval of the Court, to provide all notices approved by the Court to potential Settlement Class Members and to administer the Settlement.

(g) “Class Distribution Order” means an order entered by the Court authorizing and directing that the Net Settlement Fund be distributed, in whole or in part, to Authorized Claimants.

(h) “Class Period” means the period from December 8, 2015 to August 6, 2018, inclusive.

(i) “Complaint” means the Corrected Amended Class Action Complaint of Lead Plaintiff Strathclyde Pension Fund, dated January 25, 2021 (ECF No. 60).

(j) “Court” means the United States District Court for the Eastern District of New York.

(k) “Defendants” means Dentsply Sirona and the Individual Defendants.

(l) “Defendants’ Counsel” means Skadden, Arps, Slate, Meagher & Flom LLP.

(m) “Defendants’ Releasees” means Defendants and any of their controlling persons, associates, related or affiliated entities, and each and all of their respective past or present officers, directors, employees, partners, members, shareholders, principals, agents, representatives, attorneys, auditors, financial or investment advisors, consultants, underwriters,

accountants, investment bankers, commercial bankers, entities providing fairness opinions, advisors, insurers, reinsurers, heirs, spouses, executors, trustees, general or limited partners or partnerships, limited liability companies, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors or assigns, or any member of their immediate families, marital communities, or any trusts for which any of them are trustees, settlers or beneficiaries, or anyone acting or purporting to act for or on behalf of them or their successors.

(n) “Dentsply Sirona” or the “Company” means Dentsply Sirona, Inc.

(o) “Director Defendants” means Michael C. Alfano, Eric K. Brandt, Paula H. Cholmondeley, Michael J. Coleman, Willie A. Deese, William F. Hecht, Francis J. Lunger, John L. Miclot, and John C. Miles II.

(p) “Effective Date” with respect to the Settlement means the first date by which all of the events and conditions specified in ¶ 32 of this Settlement Agreement have been met and have occurred or have been waived.

(q) “ERISA” means the Employee Retirement Income Security Act of 1974.

(r) “Escrow Account” means an account maintained at Huntington National Bank wherein the Settlement Amount shall be deposited and held in escrow under the control of Lead Counsel.

(s) “Escrow Agent” means Huntington National Bank.

(t) “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.

(u) “Final,” with respect to the Judgment or any other court order, means: (i) if no appeal is filed, the expiration date of the time provided for filing or noticing any appeal under

the Federal Rules of Appellate Procedure, *i.e.*, thirty (30) days after entry of the judgment or order; or (ii) if there is an appeal from the judgment or order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or otherwise, or (b) the date the judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari or other form of review, including a motion for reconsideration, or the denial of a writ of certiorari or other form of review, and, if certiorari or other form of review is granted, the date of final affirmance following review pursuant to that grant. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to (i) attorneys' fees, costs, or expenses, or (ii) the plan of allocation of Settlement proceeds (as submitted or subsequently modified), shall not in any way delay or preclude a judgment from becoming Final.

(v) "Individual Defendants" means the Officer Defendants and the Director Defendants.

(w) "Judgment" means an entered judgment, substantially in the form attached hereto as Exhibit B, to be entered by the Court approving the Settlement.

(x) "Lead Counsel" means the law firm of Barrack, Rodos & Bacine.

(y) "Lead Plaintiff" means Strathclyde Pension Fund.

(z) "Litigation Expenses" means costs and expenses incurred in connection with commencing, prosecuting, and settling the Action (which may include the costs and expenses of Lead Plaintiff directly related to their representation of the Settlement Class), for which Lead Counsel intends to apply to the Court for payment from the Settlement Fund.

(aa) "Merger" means the merger between Dentsply Intl. and Sirona on or about February 29, 2016.

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

(cc) “Notice” means the Notice of (I) Pendency of Class Action and Proposed Settlement; (II) Settlement Hearing; and (III) Motion for Attorneys’ Fees and Litigation Expenses, substantially in the form attached hereto as Exhibit 1 to Exhibit A, which is to be mailed or emailed to Settlement Class Members.

(dd) “Notice and Administration Costs” means the costs, fees, and expenses that are incurred by the Claims Administrator and/or Lead Counsel in connection with: (i) providing notices to the Settlement Class; 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.

(ee) “Officer” means any officer as that term is defined in Securities and Exchange Act Rule 16a-1(f).

(ff) “Officer Defendants” means Jeffrey T. Slovin, Bret W. Wise, Christopher T. Clark, Donald M. Casey, Ulrich Michel, Mark A. Thierer and Nicholas W. Alexos.

(gg) “Parties” means Defendants and Lead Plaintiff, on behalf of itself and the Settlement Class.

(hh) “Plaintiffs’ Releasees” means Lead Plaintiff, all other plaintiffs in the Action, and all other Settlement Class Members, and their respective current and former parents, affiliates, subsidiaries, officers, directors, agents, successors, predecessors, assigns, assignees,

partnerships, partners, trustees, trusts, employees, any member of their immediate families, insurers, reinsurers, and attorneys.

(ii) “Plan of Allocation” means the proposed plan of allocation of the Net Settlement Fund set forth in the Notice.

(jj) “Preliminary Approval Order” means the order, substantially in the form attached hereto as Exhibit A, to be entered by the Court preliminarily approving the Settlement and directing that notice of the Settlement be provided to the Settlement Class.

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

(ll) “Released Claims” means all Released Defendants’ Claims and all Released Plaintiffs’ Claims.

(mm) “Released Defendants’ Claims” means any and all claims (including known claims and Unknown Claims), suits, actions, appeals, causes of action, damages (including, without limitation, compensatory, punitive, exemplary, rescissory, direct, consequential or special damages, and restitution and disgorgement), demands, rights, debts, penalties, costs, expenses, fees, injunctive relief, attorneys’ fees, expert or consulting fees, prejudgment interest, indemnities, duties, liabilities, losses, or obligations of every nature and description whatsoever, known or unknown, whether or not concealed or hidden, fixed or contingent, direct or indirect, anticipated or unanticipated, whether legal, contractual, rescissory, statutory, or equitable in nature, whether arising under federal, state, common or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendants in the Action. This release does not cover, include, or release (i) claims relating to the enforcement of this Settlement

Agreement or the Settlement; or (ii) any claims against any person or entity who or which submits a request for exclusion that is accepted by the Court.

(nn) “Released Plaintiffs’ Claims” means any and all claims (including known claims and Unknown Claims), suits, actions, appeals, causes of action, damages (including, without limitation, compensatory, punitive, exemplary, rescissory, direct, consequential or special damages, and restitution and disgorgement), demands, rights, debts, penalties, costs, expenses, fees, injunctive relief, attorneys’ fees, expert or consulting fees, prejudgment interest, indemnities, duties, liabilities, losses, or obligations of every nature and description whatsoever, known or unknown, whether or not concealed or hidden, fixed or contingent, direct or indirect, anticipated or unanticipated, asserted or that could have been asserted by Lead Plaintiff or all Settlement Class Members, whether legal, contractual, rescissory, statutory, or equitable in nature, whether arising under federal, state, common or foreign law, that (i) are based upon, arise from, or relate to the claims that Lead Plaintiff or any other member of the Settlement Class asserted in the Complaint, or any prior complaint in the action, or that could have been asserted in any other forum, that arise out of or are based upon the allegations, transactions, facts, matters or occurrences, representations, or omissions involved, set forth, or referred to in the Complaint or (ii) relate to the purchase, acquisition or trading of any Dentsply Intl., Dentsply Sirona, or Sirona common stock, options or any other Dentsply Intl., Dentsply Sirona, or Sirona security during the Class Period. This release does not cover, include, or release (i) any claims asserted in any related ERISA or shareholder derivative action; (ii) any claims by any governmental entity that arise out of any governmental investigation of Defendants relating to the conduct alleged in the Action; or (iii) any claims relating to the enforcement of the Settlement. This release further does not cover, include, or release the claims asserted in *San Antonio Fire and Police Pension Fund v. Dentsply Sirona Inc.*, 1:22-cv-

06339-AS (S.D.N.Y.), *North Collier Fire Control and Rescue District Firefighters Retirement Plan v. Dentsply Sirona Inc.*, 1:24-cv-09083-NRB (S.D.N.Y.), or complaints related to or consolidated with those actions.

(oo) “Releasee(s)” means each and any of the Defendants’ Releasees and each and any of the Plaintiffs’ Releasees.

(pp) “Releases” means the releases set forth in ¶¶ 5-6 of this Settlement Agreement.

(qq) “Settlement” means the settlement between Lead Plaintiff and Defendants on the terms and conditions set forth in this Settlement Agreement.

(rr) “Settlement Amount” means \$84,000,000 in cash.

(ss) “Settlement Class” means all persons and entities who purchased or otherwise acquired Dentsply Intl. or Dentsply Sirona common stock during the Class Period, and who were damaged thereby. Excluded from the Settlement Class are Defendants and their families, and directors and Officers of Dentsply Sirona and their families and affiliates, as well as any persons who exclude themselves by submitting a valid and timely request for exclusion. Also excluded from the Settlement Class are persons who would be members of the Settlement Class based solely on their acquisition of Dentsply Sirona common stock in exchange for shares of Sirona in connection with the Merger and, for the avoidance of doubt, those who would be members of the Settlement Class based solely on their acquisition of Dentsply Sirona common stock in the Merger in exchange for Dentsply Intl. common stock that they purchased or acquired prior to December 8, 2015.

(tt) “Settlement Class Member” means each person or entity who or which is a member of the Settlement Class.

(uu) “Settlement Fund” means the Settlement Amount plus any and all interest earned thereon.

(vv) “Settlement Hearing” means the hearing set by the Court under Rule 23(e)(2) of the Federal Rules of Civil Procedure to consider final approval of the Settlement.

(ww) “Summary Notice” means the Summary Notice of (I) Pendency of Class Action and Proposed Settlement; (II) Settlement Hearing; and (III) Motion for Attorneys’ Fees and Litigation Expenses, substantially in the form attached hereto as Exhibit 3 to Exhibit A, to be published as set forth in the Preliminary Approval Order.

(xx) “Taxes” means: (i) all federal, state, and/or local taxes of any kind (including any interest or penalties thereon) on any income earned by the Settlement Fund; and (ii) the expenses and costs incurred by Lead Counsel in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants).

(yy) “Unknown Claims” means any Released Plaintiffs’ Claims which any Lead Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Defendants’ Claims which any Defendant does not know or suspect to exist in his or its favor at the time of the release of such claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiff and Defendants shall expressly waive, and each of the other Settlement Class Members shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, 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 or

foreign law, which 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.

Lead Plaintiff and Defendants acknowledge, and each of the other Settlement Class Members 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.

CLASS CERTIFICATION

2. Solely for purposes of the Settlement and for no other purpose and without waiving any rights, Defendants stipulate and agree not to contest: (a) certification of the Action as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure on behalf of the Settlement Class; (b) certification of Lead Plaintiff as Class Representative for the Settlement Class; and (c) appointment of Lead Counsel as Class Counsel for the Settlement Class, pursuant to Rule 23(g) of the Federal Rules of Civil Procedure. By agreeing not to contest the Settlement Class definition, Defendants are not conceding that any Dentsply Intl., Sirona or Dentsply Sirona investors suffered damages within the meaning of the securities laws.

PRELIMINARY APPROVAL OF SETTLEMENT

3. Lead Plaintiff will use its best efforts to move for preliminary approval of the Settlement, authorization to provide notice of the Settlement to the Settlement Class, and the scheduling of a hearing for consideration of final approval of the Settlement, within ten (10) business days of execution of this Settlement Agreement, which motion shall be unopposed by Defendants. Concurrently with the motion for preliminary approval, Lead Plaintiff shall apply to

the Court for, and Defendants shall agree to, entry of the Preliminary Approval Order, substantially in the form attached hereto as Exhibit A. Defendants shall be permitted to review, prior to filing, any documents Plaintiffs intend to file with the Court concerning Preliminary Approval or the Settlement generally.

RELEASE OF CLAIMS

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

5. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Lead Plaintiff and each of the other Settlement Class Members, 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 each and every Released Plaintiffs' Claim against each and every one of the Defendants and the other Defendants' Releasees, and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any or all of the Released Plaintiffs' Claims against any of the Defendants' Releasees, whether or not such Settlement Class Member executes and delivers the Proof of Claim and Release form, and whether or not such Settlement Class Member shares or seeks to share in the Settlement Fund. In addition, by operation of the Judgment as of the Effective Date, in exchange for the mutual releases and other consideration set forth herein, including full payment of the Settlement Amount by or on behalf of Defendants, the Action shall be dismissed with prejudice.

6. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, the Defendants, 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 each and every Released Defendants' Claim against Lead Plaintiff and the other Plaintiffs' Releasees, and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any or all of the Released Defendants' Claims against any of the Plaintiffs' Releasees.

7. Notwithstanding ¶¶ 5-6 above, nothing in the Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of this Settlement Agreement or the Judgment.

THE SETTLEMENT CONSIDERATION

8. In consideration of the settlement of the Released Plaintiffs' Claims against Defendants and the other Defendants' Releasees, Defendants shall cause the Settlement Amount to be paid on Defendants' behalf into the Escrow Account within thirty (30) calendar days of the later of: (a) the date of entry by the Court of an order preliminarily approving this Settlement; or (b) Defendants' Counsel's receipt from Lead Counsel of the information necessary to effectuate a transfer of funds to the Escrow Account, including a signed Internal Revenue Service Form W-9, customary wire instructions for an account held by the Escrow Agent (name on the account and account holder address, American Bankers Association routing number, bank name, account number), and a contact person from the Escrow Agent with a phone number to verbally verify the payment instructions and verbal verification of the payment instructions by the contact provided (the "Conditions to Pay the Settlement Amount"). Notwithstanding the above, within ten (10) calendar days after the Conditions to Pay the Settlement Amount are met, Defendants shall cause

\$300,000 of the Settlement Amount to be deposited in the Escrow Account to enable Lead Plaintiff to pay any costs associated with providing notice to the Settlement Class. This \$300,000 shall come out of the Settlement Amount, although any remainder not used to provide notice shall revert to the Settlement Class. Other than through insurance coverage, no Defendant other than Dentsply Sirona shall pay, or be liable to pay, any part of the Settlement Amount.

USE OF SETTLEMENT FUND

9. The Settlement Fund shall be used to pay: (a) any Taxes; (b) any Notice and Administration Costs; (c) any Litigation Expenses awarded by the Court; (d) any attorneys' fees awarded by the Court; and (e) any other costs and fees approved by the Court. The balance remaining in the Settlement Fund, that is, the Net Settlement Fund, shall be distributed to Authorized Claimants as provided in ¶¶ 18-30 below.

10. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Settlement Agreement and/or further order of the Court. The Escrow Agent shall invest the Settlement Fund exclusively in instruments 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, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation ("FDIC") or (b) secured by instruments backed by the full faith and credit of the United States Government. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or invested in instruments backed by the full faith and

credit of the United States. None of Defendants', Defendants' Releasees or their counsel shall be liable in any way for any claims, suits, damages, costs, expenses or otherwise relating to the actions of the Escrow Agent or for any transaction executed by the Escrow Agent.

11. The Parties agree that the Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1 and that Lead Counsel, as administrator 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. Defendants' Releasees 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). Lead Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a "relation back election," as described in Treasury Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

12. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by Lead Counsel and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) 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. Defendants'

Releasees shall have no responsibility or liability for the acts or omissions of Lead Counsel or their agents with respect to the payment of Taxes, as described herein.

13. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, no Defendant, Defendants' Releasee, or any other person or entity who or which paid any portion of the Settlement Amount, including, without limitation, Defendants' insurance carriers, 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 Claims submitted, the collective amount of Recognized Claims of Authorized Claimants (as defined in the Plan of Allocation), the percentage of recovery of losses, or the amounts to be paid to Authorized Claimants from the Net Settlement Fund.

14. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Lead Counsel may pay from the Settlement Fund, without further approval from Defendants or further order of the Court, all reasonable Notice and Administration Costs actually incurred and paid or payable. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, publishing the Summary Notice, reimbursements to nominee owners for identifying beneficial owners or forwarding the Notice to beneficial owners, the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing notice and administering the Settlement (including processing the submitted Claims), and the fees, if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the terms of this Settlement Agreement, all reasonable Notice and Administration Costs paid or incurred shall not be returned or repaid to Defendants, any of the other Defendants' Releasees, or any other person or entity who or which paid any portion of the Settlement Amount.

ATTORNEYS' FEES AND LITIGATION EXPENSES

15. Lead Counsel will apply to the Court for an award of attorneys' fees to be paid solely from (and out of) the Settlement Fund. Lead Counsel will also apply to the Court for payment of Litigation Expenses, which may include a request for reimbursement of Lead Plaintiff's costs and expenses directly related to its representation of the Settlement Class, to be paid solely from (and out of) the Settlement Fund. Lead Counsel's application for an award of attorneys' fees and/or Litigation Expenses is not the subject of any agreement between Defendants and Lead Plaintiff other than what is set forth in this Settlement Agreement.

16. Any attorneys' fees and Litigation Expenses that are awarded by the Court shall be paid to Lead Counsel from the Escrow Account immediately upon award, notwithstanding any objections or appeals of the Settlement or the fee and expense award.

17. Other than their obligation to fund the Settlement Amount, Defendants shall have no responsibility whatsoever for any Plaintiff's attorneys' fees or costs (including out-of-pocket costs), nor any Plaintiff's service awards, in connection with the Action. Any award(s) with respect to attorneys' fees and Litigation Expenses will be separate and apart from the Settlement and will not affect the validity or finality of the Settlement.

NOTICE AND SETTLEMENT ADMINISTRATION

18. As part of the Preliminary Approval Order, Lead Counsel shall seek appointment of a Claims Administrator. The Claims Administrator shall administer the Settlement, including but not limited to the process of receiving, reviewing, and approving or denying Claims, under Lead Counsel's supervision and subject to the jurisdiction of the Court. None of the Defendants, nor any of the other Defendants' Releasees, shall 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 Plaintiff, any other Settlement Class Members, or Lead Counsel in connection with the foregoing. Defendants and Defendants' Counsel shall cooperate in the administration of the Settlement to the extent reasonably necessary to effectuate its terms, including Dentsply Sirona's obligation to provide security lists as provided in ¶ 19 below.

19. In accordance with the terms of the Preliminary Approval Order to be entered by the Court, Lead Counsel shall cause the Claims Administrator to mail the Notice and Claim Form to those members of the Settlement Class as may be identified through reasonable effort. Lead Counsel shall also cause the Claims Administrator to have the Summary Notice published in accordance with the terms of the Preliminary Approval Order to be entered by the Court. For the purposes of identifying and providing notice to the Settlement Class, within five (5) business days after entry of the Court's order preliminarily approving the Settlement, Dentsply Sirona, at no cost to the Settlement Fund, Lead Counsel, or the Claims Administrator, shall provide or cause to be provided to Lead Counsel or the Claims Administrator, in an electronically searchable form, such as Excel, its security lists (consisting of names, mailing addresses, and, if available, email addresses) of the purchasers of Dentsply Intl. and Dentsply Sirona common stock during the Class Period.

20. No later than ten (10) calendar days following the filing of this Settlement Agreement with the Court, Defendants shall serve the notice required under the Class Action Fairness Act, 28 U.S.C. § 1715, *et seq.* ("CAFA"). Defendants are solely responsible for the costs of the CAFA notice and administering the CAFA notice. At least seven (7) calendar days before the Settlement Hearing, Defendants shall cause to be served on Lead Counsel and filed with the

Court proof, by affidavit or declaration, regarding compliance with the notice requirements of CAFA. The Parties agree that any delay by Defendants in timely serving the CAFA notice will not provide grounds for delay of the Settlement Hearing or entry of the Judgment.

21. The Claims Administrator shall receive Claims and determine first, whether the Claim is a valid Claim, in whole or part, and second, each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's Recognized Claim compared to the total Recognized Claims of all Authorized Claimants (as set forth in the Plan of Allocation set forth in the Notice attached hereto as Exhibit 1 to Exhibit A, or in such other plan of allocation as the Court approves).

22. The Plan of Allocation proposed in the Notice is not a necessary term of the Settlement or of this Settlement Agreement and it is not a condition of the Settlement or of this Settlement Agreement that any particular plan of allocation be approved by the Court. Lead Plaintiff and Lead Counsel may not cancel or terminate the Settlement (or this Settlement Agreement) based on this Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in this Action. No Defendant, or any of the other Defendants' Releasees, shall have any involvement with or liability, obligation or responsibility whatsoever for the application of the Court-approved plan of allocation.

23. Any Settlement Class Member who or which does not submit a valid Claim will not be entitled to receive any distribution from the Net Settlement Fund, but will otherwise be bound by all of the terms of this Settlement Agreement and the Settlement, including the terms of the Judgment to be entered in the Action and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any

kind against the Defendants' Releasees with respect to the Released Plaintiffs' Claims in the event that the Effective Date occurs with respect to the Settlement.

24. Lead Counsel shall be responsible for supervising the administration of the Settlement and the disbursement of the Net Settlement Fund subject to Court approval. No Defendant or Defendants' Releasee who is excluded from the Settlement Class shall be permitted to review, contest, or object to any Claim, or any decision of the Claims Administrator or Lead Counsel with respect to accepting or rejecting any Claim for payment. Lead Counsel shall have the right, but not the obligation, to waive what it deems to be formal or technical defects in any Claims submitted in the interests of achieving substantial justice.

25. For purposes of determining the extent, if any, to which a Settlement Class Member shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

(a) Each Claimant shall be required to submit a Claim in paper form, substantially in the form attached hereto as Exhibit 2 to Exhibit A, or in electronic form, in accordance with the instructions for the submission of such Claims, and supported by such documents as are designated therein, including proof of the Claimant's loss, or such other documents or proof as the Claims Administrator or Lead Counsel, in their discretion, may deem acceptable;

(b) All Claims must be submitted by the date set by the Court in the Preliminary Approval Order and specified in the Notice. Any Settlement Class Member who fails to submit a Claim by such date shall be forever barred from receiving any distribution from the Net Settlement Fund or payment pursuant to this Settlement Agreement (unless by Order of the Court such Settlement Class Member's Claim is accepted), but shall in all other respects be bound by all of the terms of this Settlement Agreement and the Settlement, including the terms of the Judgment

and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against any Defendants' Releasees with respect to any Released Plaintiffs' Claim. Provided that it is mailed by the claim-submission deadline, a Claim Form shall be deemed to be submitted when postmarked, if received with a postmark indicated on the envelope and if mailed by first-class mail and addressed in accordance with the instructions thereon. In all other cases, the Claim Form shall be deemed to have been submitted on the date when actually received by the Claims Administrator;

(c) Each Claim shall be submitted to and reviewed by the Claims Administrator who shall determine in accordance with this Settlement Agreement and the plan of allocation the extent, if any, to which each Claim shall be allowed, subject to review by the Court pursuant to subparagraph (e) below as necessary;

(d) Claims that do not meet the submission requirements may be rejected. Prior to rejecting a Claim in whole or in part, the Claims Administrator shall communicate with the Claimant in writing, to give the Claimant the chance to remedy any curable deficiencies in the Claim submitted. The Claims Administrator shall notify, in a timely fashion and in writing, all Claimants whose Claim the Claims Administrator proposes to reject in whole or in part, setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose Claim is to be rejected has the right to a review by the Court if the Claimant so desires and complies with the requirements of subparagraph (e) below; and

(e) If any Claimant whose Claim has been rejected in whole or in part desires to contest such rejection, the Claimant must, within twenty (20) calendar days after the date of mailing of the notice required in subparagraph (d) above or a lesser time period if the Claim was untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the

Claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a Claim cannot be otherwise resolved, Lead Counsel shall thereafter present the request for review to the Court.

26. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's Claim, and the Claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided, however, that such investigation and discovery shall be limited to that Claimant's status as a Settlement Class Member and the validity and amount of the Claimant's Claim. No discovery shall be allowed on the merits of this Action or of the Settlement in connection with the processing of Claims.

27. Lead Counsel will apply to the Court, on notice to Defendants' Counsel, for a Class Distribution Order: (a) approving the Claims Administrator's administrative determinations concerning the acceptance and rejection of the Claims submitted; (b) approving payment of any administration fees and expenses associated with the administration of the Settlement from the Escrow Account; and (c) if the Effective Date has occurred, directing payment of the Net Settlement Fund to Authorized Claimants from the Escrow Account.

28. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Claimants. All Settlement Class Members whose Claims are not approved by the Court for payment shall be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this Settlement Agreement and the Settlement, including the terms of the Judgment to be entered in this Action and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action against any and all Defendants' Releasees with respect to any and all of the Released Plaintiffs' Claims.

29. No person or entity shall have any claim against Lead Plaintiff, Plaintiffs' Counsel, the Claims Administrator, or any other agent designated by Lead Counsel arising from distributions made substantially in accordance with this Settlement Agreement, the plan of allocation approved by the Court, or any order of the Court. Lead Plaintiff and Defendants, and their respective counsel, and Lead Plaintiff's damages expert and all other Releasees shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net 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.

30. All proceedings with respect to the administration, processing, and determination of Claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court. ALL SETTLEMENT CLASS MEMBERS, OTHER CLAIMANTS, AND PARTIES TO THIS SETTLEMENT EXPRESSLY WAIVE TRIAL BY JURY (TO THE EXTENT ANY SUCH RIGHT MAY EXIST) AND ANY RIGHT OF APPEAL OR REVIEW WITH RESPECT TO SUCH DETERMINATIONS.

TERMS OF THE JUDGMENT

31. If the Settlement contemplated by this Settlement Agreement is approved by the Court, Lead Counsel and Defendants' Counsel shall request that the Court enter a Judgment, substantially in the form attached hereto as Exhibit B.

**CONDITIONS OF SETTLEMENT AND EFFECT OF
DISAPPROVAL, CANCELLATION, OR TERMINATION**

32. The Effective Date of the Settlement shall be deemed to occur on the occurrence or waiver of all of the following events:

(a) the Court has entered the Preliminary Approval Order, substantially in the form set forth in Exhibit A attached hereto, as required by ¶ 3 above;

(b) the Settlement Amount has been deposited into the Escrow Account in accordance with the provisions of ¶ 8 above;

(c) Defendants have not exercised their option to terminate the Settlement pursuant to the provisions of this Settlement Agreement or the Supplemental Agreement (defined below);

(d) Lead Plaintiff has not exercised its option to terminate the Settlement pursuant to the provisions of this Settlement Agreement; and

(e) the Court has approved the Settlement as described herein, following notice to the Settlement Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure, and has either (i) entered the Judgment and the Judgment has become Final, or: (ii) entered a judgment that is materially different from the Judgment, such judgment has become Final, and neither Lead Plaintiff nor Defendants have exercised their right to terminate the Settlement pursuant to the terms of ¶ 34 below and the time for them to do so has expired.

33. Upon the occurrence of all of the events referenced in ¶ 32 above, any and all remaining interest or right of Defendants or their insurance carriers in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

34. Lead Plaintiff and Defendants shall each have the right to terminate the Settlement and this Settlement Agreement, by providing written notice of their election to do so (“Termination

Notice”) to the other Parties to this Settlement Agreement within thirty (30) days of: (a) the Court issues an order declining to enter the Preliminary Approval Order in any material respect and that order becomes Final; (b) the Court issues an order declining to approve the Settlement or any material part thereof and that order becomes Final; (c) the Court issues an order declining to enter the Judgment in any material respect as to the Settlement and that order becomes Final; or (d) the date upon which the Judgment is modified or reversed in any material respect by the United States Court of Appeals for the Second Circuit or the United States Supreme Court. However, any decision or proceeding, whether in this Court or any appellate court, solely with respect to an application for an award of attorneys’ fees or Litigation Expenses or solely with respect to any plan of allocation shall not be considered material to the Settlement, shall not affect the finality of any Judgment, and shall not be grounds for termination of the Settlement.

35. In addition to the grounds set forth in ¶ 34 above, Defendants shall have the right to terminate the Settlement in the event that Settlement Class Members timely and validly requesting exclusion from the Settlement Class meet the conditions set forth in Defendants’ confidential supplemental agreement with Lead Plaintiff (the “Supplemental Agreement”), in accordance with the terms of that agreement. The Supplemental Agreement, which is being executed concurrently herewith, shall not be filed with the Court and its terms shall not be disclosed in any other manner (other than the statements herein and in the Notice, to the extent necessary, or as otherwise provided in the Supplemental Agreement) unless the Court otherwise directs or a dispute arises between Lead Plaintiff and Defendants concerning its interpretation or application, in which event the Parties shall submit the Supplemental Agreement to the Court *in camera* and request that the Court afford it confidential treatment. Notwithstanding the foregoing,

Defendants may include a redacted copy of the Supplemental Agreement with any notice provided pursuant to CAFA.

36. In addition to the grounds set forth in ¶ 34 above, Lead Plaintiff shall also have the right to terminate the Settlement in the event that the Settlement Amount has not been paid as provided for in ¶ 8 above, but only if (a) Lead Counsel has first notified Defendants' Counsel in writing of Lead Plaintiff's intent to terminate pursuant to this paragraph, and (b) the entire Settlement Amount is not deposited in the Escrow Account within five (5) business days after Lead Counsel has provided such written notice. This remedy is not exclusive; Lead Plaintiff also has the option to enforce the terms of the Settlement, including Defendants' obligations under ¶ 8.

37. If (i) Defendants exercise their right to terminate the Settlement as provided in this Settlement Agreement or the Supplemental Agreement; (ii) Lead Plaintiff exercises its right to terminate the Settlement as provided in this Settlement Agreement; or (iii) the Effective Date as to the Settlement otherwise fails to occur, then:

(a) The Settlement and the relevant portions of this Settlement Agreement shall be canceled and terminated.

(b) Lead Plaintiff and Defendants shall revert to their respective positions in the Action as of January 30, 2025.

(c) The terms and provisions of this Settlement Agreement, with the exception of this ¶ 37 and ¶¶ 14, 38, 58, and 59 shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

(d) Within five (5) business days after joint written notification of termination is sent by Defendants' Counsel and Lead Counsel to the Escrow Agent, the Settlement Fund (including accrued interest thereon, and change in value as a result of the investment of the Settlement Fund, and any funds received by Lead Counsel consistent with ¶ 16 above), less any Notice and Administration Costs actually incurred, paid, or payable and less any Taxes paid, due, or owing shall be refunded by the Escrow Agent to Defendants (or such other persons or entities as Defendants may direct). In the event that the funds received by Lead Counsel consistent with ¶ 16 above have not been refunded to the Settlement Fund within the five (5) business days specified in this paragraph, those funds shall be refunded by the Escrow Agent to Defendants (or such other persons or entities as Defendants may direct) immediately upon their deposit into the Escrow Account consistent with ¶ 16 above.

NO ADMISSION OF WRONGDOING

38. Defendants deny they have committed or intended to commit any wrongdoing or violations of law as alleged in any complaint in the Action, and maintain their conduct was at all times proper and in compliance with applicable provisions of law. Defendants further deny that they made any material misstatements or omissions, that they acted with the requisite state of mind, that any plaintiff has suffered any damages, or that any plaintiff was harmed by any conduct alleged in this Action or that could have been alleged therein. Nonetheless, Defendants have determined that it is desirable and beneficial to them that the Action be settled in the manner and upon the terms and conditions set forth herein solely to avoid the further expense, inconvenience, and burden of this Action, the distraction and diversion of personnel and resources, and to obtain the conclusive and complete dismissal or release of this Action and the Released Plaintiffs' Claims. The Term Sheet, this Settlement Agreement (whether or not consummated or approved by the

Court), and any discussions, negotiations, acts performed, proceedings, communications, drafts, documents, or agreements relating to the Term Sheet, this Settlement Agreement, the Settlement, and any matters arising in connection with them:

(a) shall not be offered or received against or to the prejudice of any of the Defendants' Releasees for any purpose other than in an action to enforce the terms of the Term Sheet, this Settlement Agreement, and the Settlement, and in particular do not constitute, and shall not be described as, construed as, or otherwise offered or received against any of the Defendants' Releasees as evidence of (or deemed to be evidence of) any admission, concession, or presumption by any of the Defendants' Releasees with respect to (i) the truth of any allegation in any complaint filed or which could have been filed in this Action; (ii) the validity of any claim that has been or could have been asserted in this Action or in any litigation or proceeding in any forum; (iii) the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation or proceeding in any forum; or (iv) any liability, damages, negligence, fault, or wrongdoing of any of the Defendants' Releasees whatsoever;

(b) shall not be offered or received against or to the prejudice of any of the Plaintiffs' Releasees for any purpose other than in an action to enforce the terms of the Term Sheet, this Settlement Agreement, and the Settlement, and in particular do not constitute, and shall not be described as, construed as, or otherwise offered or received against any of the Plaintiffs' Releasees as evidence of (or deemed to be evidence of) any presumption, concession, or admission by any of the Plaintiffs' Releasees that any of their claims are without merit, that any of the Defendants' Releasees had meritorious defenses, or that damages recoverable under the 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 Plaintiffs' Releasees; or

(c) shall not 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 Settlement Agreement is approved by the Court, the 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.

CONFIDENTIALITY

39. Dentsply Sirona may, in its discretion, publicly announce or otherwise disclose the terms of the Settlement. Until such disclosure is made by Dentsply Sirona, the Parties agree that, other than disclosures required by law, there will be no public announcements regarding the Settlement. Once Dentsply Sirona publicly announces the Settlement or its terms are otherwise publicly disclosed, any public comments from the Parties regarding this resolution will not substantially deviate from words to the effect that the Parties have reached a mutually agreeable resolution by way of a mediated settlement, and each Party may characterize the Settlement as favorable. This provision does not affect Lead Plaintiff's notice requirements under the PSLRA, Federal Rule of Civil Procedure 23(e), or any other applicable legal requirement.

MISCELLANEOUS PROVISIONS

40. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency between the terms of this Settlement Agreement and the terms of any exhibit attached hereto, the terms of the Settlement Agreement shall prevail.

41. Defendants warrant that, as to the payments made or to be made on behalf of them, at the time of entering into this Settlement Agreement and at the time of such payment they, or to the best of their knowledge any persons or entities contributing to the payment of the Settlement Amount, were not insolvent, nor will the payment required to be made by or on behalf of them render them insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof. This representation is made by each of the Defendants and not by their counsel.

42. In the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the Settlement Fund or any portion thereof by or on behalf of Defendants to be a preference, voidable transfer, fraudulent transfer, or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited into the Settlement Fund by others, then, at the election of Lead Plaintiff, Lead Plaintiff and Defendants shall jointly move the Court to vacate and set aside the Releases given and the Judgment entered in favor of Defendants and the other Releasees pursuant to this Settlement Agreement, in which event the Releases and Judgment shall be null and void, and the Parties shall be restored to their respective positions in the litigation as provided in ¶ 34 above and any cash amounts in the Settlement Fund (less any Taxes paid, due, or owing with respect to the Settlement Fund and less any Notice and Administration Costs actually incurred, paid, or payable) shall be returned as provided in ¶ 34 above.

43. The Parties intend this Settlement Agreement and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Lead Plaintiff and any other Settlement Class Members against the Defendants' Releasees with respect to the Released Plaintiffs' Claims. No Party shall 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 this Action. The Parties agree that the amount paid and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties, including through a mediation process supervised and conducted by Judge Phillips of Phillips ADR Enterprises, and reflect the Settlement that 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.

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

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

46. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and Litigation Expenses to Lead Counsel and enforcing the terms of this Settlement Agreement, including the Plan of Allocation (or such other plan of allocation as may be approved by the Court) and the distribution of the Net Settlement Fund to Settlement Class Members.

47. The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

48. This Settlement Agreement and its exhibits and the Supplemental Agreement constitute the entire agreement among Lead Plaintiff and Defendants concerning the Settlement

and this Settlement Agreement and its exhibits. All Parties acknowledge that no other agreements, representations, warranties, or inducements have been made by any Party hereto concerning this Settlement Agreement, its exhibits, or the Supplemental Agreement other than those contained and memorialized in such documents.

49. This Settlement Agreement may be executed in one or more counterparts, including by signature transmitted via facsimile, or by a .pdf/.tif image of the signature transmitted via email. All executed counterparts and each of them shall be deemed to be one and the same instrument.

50. This Settlement Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties, including any and all Releasees and any corporation, partnership, or other entity into or with which any Party hereto may merge, consolidate, or reorganize.

51. The construction, interpretation, operation, effect, and validity of this Settlement Agreement, the Supplemental Agreement, and all documents necessary to effectuate it shall be governed by the internal laws of the State of Delaware without regard to conflicts of laws, except to the extent that federal law requires that federal law govern.

52. If any disputes arise out of the finalization of the settlement documentation or the Settlement itself prior to the application for preliminary approval of the Settlement as set forth in ¶ 3 above, or if any disputes arise relating to interpretation of the Supplemental Agreement, those disputes will be resolved by the Mediator first by way of expedited telephonic mediation and, if unsuccessful, then by final, binding, non-appealable resolution by the Mediator. If for any reason the Mediator is unavailable or has a conflict, a substitute neutral will be agreed upon by the Parties, or in the absence of agreement, appointed by the Mediator.

53. This Settlement Agreement 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 Parties and all Parties have contributed substantially and materially to the preparation of this Settlement Agreement.

54. All counsel and any other person executing this Settlement Agreement and any of the exhibits hereto, or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

55. Lead Counsel and Defendants' Counsel agree to cooperate fully with one another in seeking Court approval of the Preliminary Approval Order and the Settlement, as embodied in this Settlement Agreement, and to use best efforts to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement. The Parties and their respective counsel further agree to cooperate in good faith and coordinate regarding the manner in which to present the motions for preliminary and final approval to the Court.

56. If any Party is required to give notice to another Party under this Settlement Agreement, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or facsimile or email transmission, with confirmation of receipt. Notice shall be provided as follows:

If to Lead Plaintiff or Lead Counsel:	BARRACK, RODOS & BACINE Attn: Michael A. Toomey 11 Times Square 640 Eighth Avenue, 10th Floor New York, NY 10036 Telephone: 212.688.0782
---------------------------------------	---

Facsimile: 212.688.0783
Email: mtoomey@barrack.com

-and-

Jeffrey W. Golan
Chad A. Carder
Jordan R. Laporta
3300 Two Commerce Square
2001 Market Street
Philadelphia, PA 19103
Telephone (215) 963-0600
Facsimile: (215) 963-0838
Email: jgolan@barrack.com
ccarder@barrack.com
jlaporta@barrack.com

If to Defendants or Defendants'
Counsel:

SKADDEN, ARPS, SLATE, MEAGHER & FLOM
LLP
Attn: Scott D. Musoff
Christopher P. Malloy
Michael W. Restey Jr.
One Manhattan West
New York, New York 10001
Telephone: (212) 735-3000
Facsimile: (917) 735-2000
Email: scott.musoff@skadde.com
christopher.malloy@skadden.com
michael.restey@skadden.com

57. Except as otherwise provided herein, each Party shall bear its own costs.


58. Whether or not the Settlement Agreement is approved by the Court and whether or not the Settlement Agreement is consummated, or the Effective Date occurs, the Parties and their counsel shall use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents signed, and proceedings in connection with the Settlement Agreement confidential, except where disclosure may be required by law.

59. All agreements made and orders entered during the course of this Action relating to the confidentiality of information shall survive this Settlement.

60. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Settlement Class Members is being given or will be given by the Parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Settlement Agreement. Each Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed, by their duly authorized attorneys, as of March 12, 2025.

BARRACK, RODOS & BACINE

By: 
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11 Times Square
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Lead Counsel for Lead Plaintiff and the Settlement Class

**SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP**

By: 
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michael.restey@skadden.com

Counsel for Defendants

EXHIBIT A

Exhibit A

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

----- x
**IN RE DENTSPLY SIRONA, INC.
SECURITIES LITIGATION**

18 Civ. 7253 (NG)(PK)

----- x

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT
AND AUTHORIZING DISSEMINATION OF NOTICE OF SETTLEMENT**

WHEREAS, a consolidated securities class action is pending in this Court entitled *In re Dentsply Sirona, Inc. Securities Litigation*, Civil Action No. 18-7253-NG-PK (the “Action”);

WHEREAS, (a) Lead Plaintiff Strathclyde Pension Fund (“Lead Plaintiff”), on behalf of itself and the Settlement Class (defined below); and (b) Defendants Dentsply Sirona, Inc. (“Dentsply Sirona” or the “Company”) and Jeffrey T. Slovin, Bret W. Wise, Christopher T. Clark, Donald M. Casey, Ulrich Michel, Mark A. Thierer, Nicholas W. Alexos, Michael C. Alfano, Eric K. Brandt, Paula H. Cholmondeley, Michael J. Coleman, Willie A. Deese, William F. Hecht, Francis J. Lunger, John L. Miclot, and John C. Miles II (collectively, the “Individual Defendants,” and together with Dentsply Sirona, “Defendants,” and, together with Lead Plaintiff, the “Parties”) have determined to settle and dismiss with prejudice all claims asserted in this Action on the terms and conditions set forth in the Stipulation and Agreement of Settlement dated March 12, 2025 (“Settlement Agreement”) subject to approval of this Court (the “Settlement”);

WHEREAS, Lead Plaintiff has made a motion, pursuant to Rule 23(e)(1) of the Federal Rules of Civil Procedure, for an order preliminarily approving the Settlement in accordance with the Settlement Agreement and allowing notice to Settlement Class Members as more fully described herein;

WHEREAS, the Court has read and considered: (a) Lead Plaintiff's motion for preliminary approval of the Settlement and authorization to send notice of the Settlement to the Settlement Class, and the papers filed and arguments made in connection therewith; and (b) the Settlement Agreement and the exhibits attached thereto; and

WHEREAS, unless otherwise defined herein, all capitalized words contained herein shall have the same meanings as they have in the Settlement Agreement;

NOW THEREFORE, IT IS HEREBY ORDERED:

1. **Proposed Class Certification for Settlement Purposes** – The Parties have proposed the certification of the following Settlement Class pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure and solely for purposes of effectuating the proposed Settlement: all persons who purchased or otherwise acquired the common stock of Dentsply International, Inc. ("Dentsply Intl.") or Dentsply Sirona from December 8, 2015 to August 6, 2018, inclusive (the "Class Period"), and who were damaged thereby. Excluded from the Settlement Class are Defendants and their families, and directors and Officers of Dentsply Sirona and their families and affiliates, as well as any persons who exclude themselves by submitting a valid and timely request for exclusion. Also excluded from the Settlement Class are persons who would be members of the Settlement Class based solely on their acquisition of Dentsply Sirona common stock in exchange for shares of Sirona in connection with the Merger and, for the avoidance of doubt, those who would be members of the Settlement Class based solely on their acquisition of Dentsply Sirona common stock in the Merger in exchange for Dentsply Intl. common stock that they purchased or acquired prior to December 8, 2015.

2. **Class Findings** – The Court finds, pursuant to Rule 23(e)(1)(B)(ii) of the Federal Rules of Civil Procedure, that it will likely be able to certify the Settlement Class for purposes of

the proposed Settlement. Specifically, and solely for purposes of the proposed Settlement of this Action, the Court finds that each element required for certification of the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure has been met or will likely be met: (a) the members of the Settlement Class are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Settlement Class which predominate over any individual questions; (c) the claims of Lead Plaintiff in the Action are typical of the claims of the Settlement Class; (d) Lead Plaintiff and Lead Counsel have and will fairly and adequately represent and protect the interests of the Settlement Class; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the Action.

3. The Court also finds, pursuant to Rule 23(e)(1)(B)(ii) of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, that it will likely be able to certify Lead Plaintiff as Class Representative for the Settlement Class and appoint Lead Counsel Barrack, Rodos & Bacine as Class Counsel for the Settlement Class pursuant to Rule 23(g) of the Federal Rules of Civil Procedure.

4. **Preliminary Approval of the Settlement** – The Court hereby preliminarily approves the Settlement, as embodied in the Settlement Agreement, and finds, pursuant to Rule 23(e)(1)(B)(i) of the Federal Rules of Civil Procedure, that it will likely be able to finally approve the Settlement under Rule 23(e)(2) as being fair, reasonable, and adequate to the Settlement Class, subject to further consideration at the Settlement Hearing to be conducted as described below.

5. **Settlement Hearing** – The Court will hold a settlement hearing (the “Settlement Hearing”) on _____, 2025 at __:__ .m. in Courtroom _____ of the United States Courthouse, 225 Cadman Plaza East, Brooklyn, NY 11201, for the following purposes: (a) to determine whether the proposed Settlement on the terms and conditions provided for in the

Settlement Agreement is fair, reasonable, and adequate to the Settlement Class, and should be finally approved by the Court; (b) to determine whether, for purposes of the Settlement only, the Action should be certified as a class action on behalf of the Settlement Class, Lead Plaintiff should be certified as Class Representative for the Settlement Class, and Lead Counsel should be appointed as Class Counsel for the Settlement Class; (c) to determine whether a Judgment substantially in the form attached as Exhibit B to the Settlement Agreement should be entered dismissing the Action with prejudice against Defendants; (d) to determine whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and reasonable and should be approved; (e) to determine whether the motion by Lead Counsel for an award of attorneys' fees and payment of Litigation Expenses should be approved; and (f) to consider any other matters that may properly be brought before the Court in connection with the Settlement. Notice of the Settlement and the Settlement Hearing shall be given to Settlement Class Members as set forth in paragraph 7 of this Order.

6. The Court may adjourn the Settlement Hearing without further notice to the Settlement Class, and may approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Settlement Class.

7. **Retention of Claims Administrator and Manner of Giving Notice** – Lead Counsel is hereby authorized to retain A.B. Data, Ltd. (the "Claims Administrator") to supervise and administer the notice procedure in connection with the proposed Settlement as well as the processing of Claims as more fully set forth below. Notice of the Settlement and the Settlement Hearing shall be given by Lead Counsel as follows:

(a) Not later than five (5) business days after the date of entry of this Order, Dentsply Sirona, at no cost to the Settlement Fund, Lead Counsel, or the Claims Administrator,

shall provide or cause to be provided to Lead Counsel or the Claims Administrator, in an electronically searchable form, such as Excel, its security lists (consisting of names, mailing addresses, and, if available, email addresses) of the purchasers of Dentsply Intl. and Dentsply Sirona common stock during the Class Period;

(b) not later than fifteen (15) business days after the date of entry of this Order (such date that is fifteen (15) business days after the date of entry of this Order, the “Notice Date”), the Claims Administrator shall cause a copy of the Notice and the Claim Form, substantially in the forms attached hereto as Exhibits 1 and 2, respectively (the “Notice Packet”), to be mailed by first-class mail and/or emailed to potential Settlement Class Members at the addresses set forth in the records provided by Dentsply Sirona or in the records which Dentsply Sirona caused to be provided, or who otherwise may be identified through further reasonable effort;

(c) contemporaneously with the mailing of the Notice Packet, the Claims Administrator shall cause copies of the Notice and the Claim Form to be posted on a website to be developed for the Settlement;

(d) not later than ten (10) business days after the Notice Date, the Claims Administrator shall cause the Summary Notice, substantially in the form attached hereto as Exhibit 3, to be published once in *Investor’s Business Daily* and to be transmitted once over the *PR Newswire*; and

(e) not later than seven (7) calendar days prior to the Settlement Hearing, Lead Counsel shall serve on Defendants’ Counsel and file with the Court proof, by affidavit or declaration, of such mailing and publication.

8. **Approval of Form and Content of Notice** – The Court (a) approves, as to form and content, the Notice, the Claim Form, and the Summary Notice, attached hereto as Exhibits 1,

2, and 3, respectively, and (b) finds that the mailing and distribution of the Notice and Claim Form and the publication of the Summary Notice in the manner and form set forth in paragraph 7 of this Order (i) is the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, of the effect of the proposed Settlement (including the Releases to be provided thereunder), of Lead Counsel's motion for an award of attorneys' fees and Litigation Expenses, of their right to object to the Settlement, the Plan of Allocation, and/or Lead Counsel's motion for attorneys' fees and Litigation Expenses, of their right to exclude themselves from the Settlement Class, and of their right to appear at the Settlement Hearing; (iii) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended, and all other applicable law and rules. The date and time of the Settlement Hearing shall be included in the Notice and Summary Notice before they are mailed and published, respectively.

9. **Nominee Procedures** – Brokers and other nominees who purchased or otherwise acquired Dentsply Intl. and/or Dentsply Sirona common stock during the Class Period for the benefit of another person or entity shall: (a) within seven (7) calendar days of receipt of the Notice, request from the Claims Administrator sufficient copies of the Notice Packet to forward to all such beneficial owners, and within seven (7) calendar days of receipt of those Notice Packets forward them to all such beneficial owners; or (b) within seven (7) calendar days of receipt of the Notice, send a list of the names, mailing addresses, and, if available, email addresses, of all such beneficial owners to the Claims Administrator in which event the Claims Administrator shall promptly mail

or email the Notice Packet to such beneficial owners. Upon full compliance with this Order, such nominees may seek payment of their reasonable expenses actually incurred in complying with this Order by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Such properly documented expenses incurred by nominees in compliance with the terms of this Order shall be paid from the Settlement Fund, with any disputes as to the reasonableness or documentation of expenses incurred subject to review by the Court.

10. **CAFA Notice** – As provided in the Settlement Agreement, Defendants shall serve the notice required under the Class Action Fairness Act, 28 U.S.C. § 1715, *et seq.* (“CAFA”) no later than ten (10) calendar days following the filing of the Settlement Agreement with the Court. Defendants are solely responsible for the costs of the CAFA notice and administering the CAFA notice. No later than seven (7) calendar days before the Settlement Hearing, Defendants shall cause to be served on Lead Counsel and filed with the Court proof, by affidavit or declaration, regarding compliance with the notice requirements of CAFA.

11. **Participation in the Settlement** – Settlement Class Members who wish to participate in the Settlement and to be eligible to receive a distribution from the Net Settlement Fund must complete and submit a Claim Form in accordance with the instructions contained therein. Unless the Court orders otherwise, all Claim Forms must be postmarked no later than one hundred twenty (120) calendar days after the Notice Date. Notwithstanding the foregoing, Lead Counsel may, at its discretion, accept for processing late Claims provided such acceptance does not delay the distribution of the Net Settlement Fund to the Settlement Class. By submitting a Claim, a person or entity shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim and the subject matter of the Settlement.

12. Each Claim Form submitted must satisfy the following conditions: (a) it must be properly completed, signed, and submitted in a timely manner in accordance with the provisions of the preceding paragraph; (b) it must be accompanied by adequate supporting documentation for the transactions and holdings reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional and holding information found in a broker confirmation slip or account statement, or such other documentation as is deemed adequate by Lead Counsel or the Claims Administrator; (c) if the person executing the Claim Form is acting in a representative capacity, a certification of his, her, or its current authority to act on behalf of the Settlement Class Member must be included in the Claim Form to the satisfaction of Lead Counsel or the Claims Administrator; and (d) the Claim Form must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

13. Any Settlement Class Member that does not timely and validly submit a Claim Form or whose Claim is not otherwise approved by the Court: (a) shall be deemed to have waived his, her, or its right to share in the Net Settlement Fund; (b) shall be forever barred from participating in any distributions therefrom; (c) shall be bound by the provisions of the Settlement Agreement and the Settlement and all proceedings, determinations, orders, and judgments in the Action relating thereto, including, without limitation, the Judgment or Alternate Judgment, if applicable, and the Releases provided for therein, whether favorable or unfavorable to the Settlement Class; and (d) will be barred from commencing, maintaining, or prosecuting any of the Released Plaintiffs' Claims against each and all of the Defendants' Releasees, as more fully described in the Settlement Agreement and Notice. Notwithstanding the foregoing, late Claim Forms may be accepted for processing as set forth in paragraph 11 above.

14. **Exclusion From the Settlement Class** – Any member of the Settlement Class who wishes to exclude himself, herself, or itself from the Settlement Class must request exclusion in writing within the time and in the manner set forth in the Notice, which shall provide that: (a) any such request for exclusion from the Settlement Class must be mailed or delivered such that it is received no later than twenty-one (21) calendar days prior to the Settlement Hearing, to: *In re Dentsply Sirona Securities Litigation*, c/o A.B. Data, Ltd., P.O. Box 173207, Milwaukee, WI 53217, and (b) each request for exclusion must (i) state the name, address, and telephone number of the person or entity requesting exclusion, and in the case of entities, the name and telephone number of the appropriate contact person; (ii) state that such person or entity “requests exclusion from the Settlement Class in *In re Dentsply Sirona, Inc. Securities Litigation*, Civil Action No. 18-7253-NG-PK”; (iii) state the number of shares of Dentsply Intl. and/or Dentsply Sirona common stock that the person or entity requesting exclusion (a) held as of the opening of trading on December 8, 2015 and (b) purchased/acquired and/or sold from December 8, 2015 through August 6, 2018, inclusive, as well as the dates, number of shares, and prices of each such purchase/acquisition and sale; and (iv) be signed by the person or entity requesting exclusion or an authorized representative. A request for exclusion shall not be effective unless it provides all the required information and is received within the time stated above, or is otherwise accepted by the Court.

15. Any person or entity who or which timely and validly requests exclusion in compliance with the terms stated in this Order and is excluded from the Settlement Class shall not be a Settlement Class Member, shall not be bound by the terms of the Settlement or any orders or judgments in the Action, and shall not receive any payment out of the Net Settlement Fund.

16. Any Settlement Class Member who or which does not timely and validly request exclusion from the Settlement Class in the manner stated in this Order: (a) shall be deemed to have waived his, her, or its right to be excluded from the Settlement Class; (b) shall be forever barred from requesting exclusion from the Settlement Class in this or any other proceeding; (c) shall be bound by the provisions of the Settlement Agreement and Settlement and all proceedings, determinations, orders, and judgments in the Action, including, but not limited to, the Judgment or Alternate Judgment, if applicable, and the Releases provided for therein, whether favorable or unfavorable to the Settlement Class; and (d) will be barred from commencing, maintaining, or prosecuting any of the Released Plaintiffs' Claims against any of the Defendants' Releasees, as more fully described in the Settlement Agreement and Notice.

17. **Appearance and Objections at Settlement Hearing** – Any Settlement Class Member that does not request exclusion from the Settlement Class may enter an appearance in the Action, at his, her, or its own expense, individually or through counsel of his, her, or its own choice, by filing with the Court and delivering a notice of appearance to both Lead Counsel and Defendants' Counsel, at the addresses set forth in paragraph 18 below, such that it is received no later than twenty-one (21) calendar days prior to the Settlement Hearing, or as the Court may otherwise direct. Any Settlement Class Member that does not enter an appearance will be represented by Lead Counsel.

18. Any Settlement Class Member that does not request exclusion from the Settlement Class may file a written objection to the proposed Settlement, the proposed Plan of Allocation, and/or Lead Counsel's motion for attorneys' fees and Litigation Expenses and appear and show cause, if he, she, or it has any cause, why the proposed Settlement, the proposed Plan of Allocation, and/or Lead Counsel's motion for attorneys' fees and Litigation Expenses should not be approved;

provided, however, that no Settlement Class Member shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, the proposed Plan of Allocation, and/or the motion for attorneys' fees and Litigation Expenses unless that person or entity has filed a written objection with the Court and served copies of such objection on Lead Counsel and Defendants' Counsel at the addresses set forth below such that they are received no later than twenty-one (21) calendar days prior to the Settlement Hearing.

Lead Counsel

Barrack, Rodos & Bacine
Jeffrey W. Golan
Jordan R. Laporta
3300 Two Commerce Square
2001 Market Street
Philadelphia, PA 19103

Defendants' Counsel

Skadden, Arps, Slate, Meagher & Flom LLP
Scott D. Musoff
Christopher P. Malloy
Michael W. Restey
One Manhattan West
New York, New York 10001

19. Any objections, filings, and other submissions by the objecting Settlement Class Member must include: (1) the name of this proceeding, *In re Dentsply Sirona, Inc. Securities Litigation*, Civil Action No. 18-7253-NG-PK; (2) the objector's full name, current address, email address (if applicable), and telephone number; (3) the objector's signature; (4) a statement providing the specific reasons for the objection, including a detailed statement of the specific legal and factual basis for each and every objection and whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; and (5) documents sufficient to prove membership in the Settlement Class, including documents showing the number of shares of Dentsply Intl. and/or Dentsply Sirona common stock that the objecting Settlement Class Member purchased/acquired and/or sold during the Class Period, as well as the dates, number of shares, and prices of each such purchase/acquisition and sale. The documentation establishing membership in the Settlement Class must consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement

from the objector's broker containing the transactional and holding information found in a broker confirmation slip or account statement.

20. Any Settlement Class Member who wishes to be heard orally at the Settlement Hearing in opposition to the approval of the Settlement, the Plan of Allocation, or Lead Counsel's motion for attorneys' fees and Litigation Expenses must also file a notice of appearance with the Court and serve it on Lead Counsel and Defendants' Counsel at the addresses set forth in paragraph 18 above so that it is received no later than twenty-one (21) calendar days prior to the Settlement Hearing. Objectors who enter an appearance and desire to present evidence at the Settlement Hearing in support of their objection must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and any exhibits they intend to introduce into evidence at the hearing.

21. Any Settlement Class Member who or which does not make his, her, or its objection in the manner provided herein shall be deemed to have waived his, her, or its right to object to any aspect of the proposed Settlement, the proposed Plan of Allocation, and Lead Counsel's motion for attorneys' fees and Litigation Expenses and shall be forever barred and foreclosed from objecting to the fairness, reasonableness, or adequacy of the Settlement, the Plan of Allocation, or the requested attorneys' fees and Litigation Expenses, or from otherwise being heard concerning the Settlement, the Plan of Allocation, or the requested attorneys' fees and Litigation Expenses in this or any other proceeding.

22. **Stay and Temporary Injunction** – Until otherwise ordered by the Court, the Court stays all proceedings in the Action other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Lead Plaintiff, and all other members

of the Settlement Class, from commencing or prosecuting any and all of the Released Plaintiffs' Claims against each and all of the Defendants' Releasees.

23. **Settlement Administration Fees and Expenses** – All reasonable costs incurred in identifying Settlement Class Members and notifying them of the Settlement as well as in administering the Settlement shall be paid as set forth in the Settlement Agreement without further order of the Court.

24. **Settlement Fund** – The contents of the Settlement Fund held by The Huntington National Bank (which the Court approves as 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 they shall be distributed pursuant to the Settlement Agreement and/or further order(s) of the Court.

25. **Taxes** – Lead Counsel authorized and directed to prepare any tax returns and any other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund any Taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to Taxes and any reporting or filings in respect thereof without further order of the Court in a manner consistent with the provisions of the Settlement Agreement.

26. **Termination of Settlement** – If the Settlement is terminated as provided in the Settlement Agreement, the Settlement is not approved, or the Effective Date of the Settlement otherwise fails to occur, this Order shall be vacated and rendered null and void, and shall be of no further force and effect, except as otherwise provided by the Settlement Agreement, and this Order shall be without prejudice to the rights of Lead Plaintiff, the other Settlement Class Members, and Defendants, and Lead Plaintiff and Defendants shall revert to their respective positions in the Action as of January 30, 2025, as provided in the Settlement Agreement.

27. **Use of this Order** – Defendants deny they have committed or intended to commit any wrongdoing or violations of law as alleged in any complaint in the Action, and maintain their conduct was at all times proper and in compliance with applicable provisions of law. Defendants further deny that they made any material misstatements or omissions, that they acted with the requisite state of mind, that any plaintiff has suffered any damages, or that any plaintiff was harmed by any conduct alleged in this Action or that could have been alleged therein. Nonetheless, Defendants have determined that it is desirable and beneficial to them that the Action be settled in the manner and upon the terms and conditions set forth herein solely to avoid the further expense, inconvenience, and burden of this Action, the distraction and diversion of personnel and resources, and to obtain the conclusive and complete dismissal or release of this Action and the Released Plaintiffs' Claims. This Order, the Term Sheet, the Settlement Agreement (whether or not consummated or approved by the Court), and any discussions, negotiations, acts performed, proceedings, communications, drafts, documents, or agreements relating to this Order, the Term Sheet, the Settlement Agreement, the Settlement, and any matters arising in connection with them: (a) shall not be offered or received against or to the prejudice of any of the Defendants' Releasees for any purpose other than in an action to enforce the terms of this Order, the Term Sheet, the Settlement Agreement, and the Settlement, and in particular do not constitute, and shall not be described as, construed as, or otherwise offered or received against any of the Defendants' Releasees as evidence of (or deemed to be evidence of) any admission, concession, or presumption by any of the Defendants' Releasees with respect to (i) the truth of any allegation in any complaint filed or which could have been filed in this Action; (ii) the validity of any claim that has been or could have been asserted in this Action or in any litigation or proceeding in any forum; (iii) the deficiency of any defense that has been or could have been asserted in this Action or in any other

litigation or proceeding in any forum; or (iv) any liability, damages, negligence, fault, or wrongdoing of any of the Defendants' Releasees whatsoever; (b) shall not be offered or received against or to the prejudice of any of the Plaintiffs' Releasees for any purpose other than in an action to enforce the terms of this Order, the Term Sheet, the Settlement Agreement, and the Settlement, and in particular do not constitute, and shall not be described as, construed as, or otherwise offered or received against any of the Plaintiffs' Releasees as evidence of (or deemed to be evidence of) any presumption, concession, or admission by any of the Plaintiffs' Releasees that any of their claims are without merit, that any of the Defendants' Releasees had meritorious defenses, or that damages recoverable under the 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 Plaintiffs' Releasees; or (c) shall not 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 the Settlement Agreement is approved by the Court, the Parties and the Releasees and their respective counsel may refer to it to effectuate the protections from liability granted thereunder or otherwise to enforce the terms of the Settlement.

28. **Supporting Papers** – Lead Counsel shall file and serve the opening papers in support of the proposed Settlement, the proposed Plan of Allocation, and Lead Counsel's motion for an award of attorneys' fees and payment of Litigation Expenses no later than thirty-five (35) calendar days prior to the Settlement Hearing; and reply papers, if any, shall be filed and served no later than seven (7) calendar days prior to the Settlement Hearing.

29. **Jurisdiction** – The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

SO ORDERED this _____ day of _____, 2025.

The Honorable Nina Gershon
United States District Judge

EXHIBIT A-1

Exhibit A-1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X
IN RE DENTSPLY SIRONA, INC.
SECURITIES LITIGATION
----- X

18 Civ. 7253 (NG)(PK)

**NOTICE OF (I) PENDENCY OF CLASS ACTION
AND PROPOSED SETTLEMENT; (II) SETTLEMENT HEARING; AND
(III) MOTION FOR ATTORNEYS' FEES AND LITIGATION EXPENSES**

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights may be affected by the above-captioned securities class action (the “Action”) pending in the United States District Court for the Eastern District of New York (the “Court”), if you purchased or otherwise acquired the common stock of Dentsply International, Inc. (“Dentsply Intl.”) or Dentsply Sirona, Inc. (“Dentsply Sirona”) during the period from December 8, 2015 through August 6, 2018, inclusive (the “Class Period”), and were damaged thereby.¹

NOTICE OF SETTLEMENT: Please also be advised that the Court-appointed Lead Plaintiff, Strathclyde Pension Fund (“Lead Plaintiff”), on behalf of itself and the Settlement Class (as defined in ¶ 30 below), has reached a proposed settlement of the Action for **\$84,000,000** in cash that, if approved, will resolve all claims in the Action (the “Settlement”).

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of cash from the Settlement. If you are a member of the Settlement Class, your legal rights will be affected whether or not you act.

If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please DO NOT contact the Court, the Office of the Clerk of the Court, Dentsply Sirona, any other Defendants in the Action, or their counsel. All questions should be directed to Lead Counsel or the Claims Administrator (see ¶ 75 below).

1. **Description of the Action and the Settlement Class:** This Notice relates to a proposed Settlement of claims in a pending securities class action brought by investors alleging that Dentsply Sirona and individual defendants Jeffrey T. Slovin, Bret W. Wise, Christopher T. Clark, Donald M. Casey, Ulrich Michel, Mark A. Thierer and Nicholas W. Alexos (collectively, the “Officer Defendants”), and Michael C. Alfano, Eric K. Brandt, Paula H. Cholmondeley, Michael J. Coleman, Willie A. Deese, William F. Hecht, Francis J. Lunger, John L. Miclot, and John C. Miles II (collectively, the “Director Defendants,” and, together with the Officer Defendants, the “Individual Defendants”), violated the federal securities

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Settlement Agreement dated March 12, 2025, which is available at www.DentsplySironaSecuritiesLitigation.com.

laws by making false and misleading statements during the Class Period. A more detailed description of the Action is set forth in paragraphs 11-29 below. If the Court approves the proposed Settlement, the Action will be dismissed and members of the Settlement Class (defined in paragraph 30 below) will settle and release all Released Plaintiffs' Claims (defined in paragraph 39 below).

2. **Statement of the Settlement Class's Recovery:** Subject to Court approval, Lead Plaintiff, on behalf of itself and the Settlement Class, has agreed to settle the Action in exchange for a payment of \$84,000,000 in cash (the "Settlement Amount") to be deposited into an escrow account. The Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon (the "Settlement Fund") less (a) any Taxes, (b) any Notice and Administration Costs, (c) any Litigation Expenses awarded by the Court, (d) any attorneys' fees awarded by the Court; and (e) any other costs or fees approved by the Court) will be distributed in accordance with a plan of allocation that is approved by the Court, which will determine how the Net Settlement Fund shall be allocated among members of the Settlement Class. The proposed plan of allocation (the "Plan of Allocation") is attached hereto as Appendix A.

3. **Estimate of Average Amount of Recovery Per Share:** Based on Lead Plaintiff's damages expert's estimate of the number of shares of Dentsply Intl. and Dentsply Sirona common stock purchased during the Class Period that may have been affected by the misstatements alleged in the Action and assuming that all Settlement Class Members elect to participate in the Settlement, the estimated average recovery (before the deduction of any Court-approved fees, expenses and costs as described herein) is \$0.40 per eligible share. Settlement Class Members should note, however, that the foregoing average recovery per share is only an estimate. Some Settlement Class Members may recover more or less than this estimated amount depending on, among other factors, when and at what prices they purchased or sold their Dentsply Intl. and Dentsply Sirona common stock, and the total number and value of valid Claim Forms submitted. Distributions to Settlement Class Members will be made based on the Plan of Allocation set forth in Appendix A or such other plan of allocation as may be ordered by the Court.

4. **Average Amount of Damages Per Share:** The Parties do not agree on the average amount of damages per share that would be recoverable if Lead Plaintiff was to prevail in the Action. Among other things, Defendants do not agree with the assertion that they violated the federal securities laws or that any damages were suffered by any members of the Settlement Class as a result of their conduct.

5. **Attorneys' Fees and Expenses Sought:** Lead Counsel, which has been prosecuting the Action on a wholly contingent basis, have not received any payment of attorneys' fees for their representation of the Settlement Class and have advanced the funds to pay expenses necessarily incurred to prosecute this Action. Court-appointed Lead Counsel, Barrack, Rodos & Bacine, will apply to the Court for an award of attorneys' fees in an amount not to exceed 30% of the Settlement Fund. In addition, Lead Counsel will apply for payment of Litigation Expenses incurred in connection with the institution, prosecution, and resolution of the Action, in an amount not to exceed \$750,000, which may include an application for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiff directly related to its representation of the Settlement Class, pursuant to the Private Securities Litigation Reform Act of 1995 ("PSLRA"). Any fees and expenses awarded by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses. The estimated average cost per affected share of Dentsply Intl. and Dentsply Sirona common stock, if the Court approves Lead Counsel's fee and expense application, is \$0.12 per share.

6. **Identification of Attorneys' Representatives:** Lead Plaintiff and the Settlement Class are represented by attorneys from Barrack, Rodos & Bacine, including Jeffrey W. Golan, 3300 Two

Commerce Square, 2001 Market Street, Philadelphia, PA 19103, and Michael A. Toomey, 11 Times Square, 640 Eighth Avenue, New York, New York 10036, (877) 386-3304, settlements@barrack.com.

7. **Reasons for the Settlement:** Lead Plaintiff's principal reason for entering into the Settlement is the substantial immediate cash benefit for the Settlement Class without the risk or the delays inherent in further litigation. Moreover, the substantial cash benefit provided under the Settlement must be considered against the significant risk that a smaller recovery—or indeed no recovery at all—might be achieved after further contested motions, a trial of the Action and the likely appeals that would follow a trial. This process could be expected to last several years. Defendants, who deny all allegations of wrongdoing or liability whatsoever, are entering into the Settlement solely to avoid the further expense, inconvenience, and burden of the Action, the distraction and diversion of personnel and resources, and to obtain the conclusive and complete dismissal or release of this Action and the Released Plaintiffs' Claims.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
SUBMIT A CLAIM FORM POSTMARKED OR SUBMITTED ONLINE NO LATER THAN _____, 2025.	This is the only way to be eligible to receive a payment from the Settlement Fund. If you are a Settlement Class Member and you remain in the Settlement Class, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiffs' Claims (defined in ¶ 39 below) that you have against Defendants and the other Defendants' Releasees (defined in ¶ 40 below), so it is in your interest to submit a Claim Form.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN _____, 2025.	If you exclude yourself from the Settlement Class, you will not be eligible to receive any payment from the Settlement Fund. This is the only option that allows you ever to be part of any other lawsuit against any of the Defendants or the other Defendants' Releasees concerning the Released Plaintiffs' Claims.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN _____, 2025.	If you do not like the proposed Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and Litigation Expenses, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation, or the fee and expense request unless you are a Settlement Class Member and do not exclude yourself from the Settlement Class.
GO TO A HEARING ON _____, 2025 AT __:00 __.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN _____, 2025.	Filing a written objection and notice of intention to appear by _____, 2025 allows you to speak in Court, at the discretion of the Court, about the fairness of the proposed Settlement, the Plan of Allocation, and/or the request for attorneys' fees and Litigation Expenses. If you 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.

DO NOTHING.	If you are a member of the Settlement Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Settlement Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.
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These rights and options—and the deadlines to exercise them—are further explained in this Notice. Please Note: the date and time of the Settlement Hearing—currently scheduled for _____, 2025 at __:00 __m. Eastern Time—is subject to change without further notice to the Settlement Class. If you plan to attend the hearing, you should check the Settlement website, DentsplySironaSecuritiesLitigation.com, or with Lead Counsel as set forth above to confirm that no change to the date and/or time of the hearing has been made.

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WHY DID I GET THIS NOTICE?

8. The Court directed that this Notice be mailed to you because you or someone in your family or an investment account for which you serve as a custodian may have purchased Dentsply Intl. or Dentsply Sirona common stock during the Class Period. The Court has directed us to send you this Notice because, as a potential Settlement 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 this class action lawsuit may generally affect your legal rights. If the Court approves the Settlement and the Plan of

Allocation (or some other plan of allocation), the Claims Administrator selected by Lead Plaintiff and approved by the Court will make payments to the Settlement Class pursuant to the Settlement after any objections and appeals are resolved.

9. The purpose of this Notice is to inform you of the existence of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Settlement Class if you wish to do so. It is also being sent to inform you of the terms of the proposed Settlement and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation, and the motion by Lead Counsel for attorneys' fees and Litigation Expenses (the "Settlement Hearing"). However, the fact that this Notice is being provided to you does not mean that you are actually a member of the Settlement Class. *See* ¶ 30 below for details about the Settlement Class; *see also* ¶¶ 64-65 below for details about the Settlement Hearing, including the date and location of the hearing.

10. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and a plan of allocation, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete.

WHAT IS THIS CASE ABOUT?

11. Dentsply Sirona is a Delaware corporation that designs, develops, manufactures, and markets dental products and services for use by dentists. Dentsply Sirona was formed by the February 29, 2016 merger of Dentsply Intl. and Sirona Dental Systems, Inc. (the "Merger"). Dentsply Sirona, and its predecessor-in-interest Dentsply Intl., trade(d) common stock on the NASDAQ under the ticker symbol "XRAY." This Action involves allegations that, during the Settlement Class Period (from December 8, 2015 through August 6, 2018), Dentsply Sirona and the Individual Defendants made material misrepresentations and omissions regarding a build-up of inventory at one of its major distributors. Lead Plaintiff alleges that these alleged misrepresentations and omissions caused the price of Dentsply Intl.'s and Dentsply Sirona's common stock to be inflated during the Settlement Class Period, and that the price declined when the truth was disclosed through a series of disclosures on August 9, 2017, October 2, 2017, May 6-7, 2018, and August 7, 2018.

12. On December 19, 2018, Boynton Beach General Employees' Pension Plan initiated the case by filing a complaint in the United States District Court for the District of Delaware (the "Court"), alleging violations of the federal securities laws.

13. On March 11, 2019, the Court entered an Order appointing Strathclyde Pension Fund as Lead Plaintiff, and approving its selection of Barrack, Rodos & Bacine as Lead Counsel.

14. On May 6, 2019, Lead Plaintiff filed the Class Action Complaint of Lead Plaintiff Strathclyde Pension Fund ("First Complaint"). The First Complaint asserted claims on behalf of all persons who: (1) purchased or otherwise acquired the common stock of Dentsply Intl. and its successor-in-interest Dentsply Sirona between February 20, 2014 and August 7, 2018; (2) acquired shares of the common stock of Dentsply Sirona in exchange for their shares of common stock of Sirona in connection with the Merger; or (3) were former Dentsply Intl. shareholders who held shares as of December 2, 2015 and were entitled to vote with respect to the Merger; and were damaged by the conduct asserted in the First Complaint. The First Complaint alleged that Defendants made materially false and misleading statements or omissions regarding (i) the aforementioned build-up of inventory at one of the company's major distributors and (ii)

an anti-competitive conspiracy among the company's three largest United States distributors (the "Distributor Conspiracy Theory"). The First Complaint asserted: (i) claims under Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and SEC Rule 10b-5, 17 C.F.R. § 240.10b-5, promulgated thereunder, against Dentsply Sirona and the Officer Defendants; (ii) claims under Section 20(a) of the Exchange Act, 15 U.S.C. § 78t(a), against the Officer Defendants; (iii) claims under Section 11 of the Securities Act, 15 U.S.C. § 77k, against Dentsply Sirona, the Director Defendants, and Officer Defendants Wise, Clark, Slovin and Michel; (iv) claims under Section 12(a)(2) of the Securities Act, 15 U.S.C. § 77l(a)(2), against Dentsply Sirona; (v) claims under Section 15 of the Securities Act, 15 U.S.C. § 77o, against the Director Defendants and Officer Defendants Wise, Clark, Slovin and Michel; (vi) claims under Section 14(a) of the Exchange Act, 15 U.S.C. § 78n(a), and SEC Rule 14a-9, 17 C.F.R. § 240.14a-9, promulgated thereunder, against Dentsply Sirona, the Director Defendants, and Officer Defendants Wise, Clark, Slovin and Michel; and (vii) claims under Section 20(a) of the Exchange Act, 15 U.S.C. § 78t(a), against Officer Defendants Wise, Clark, Slovin and Michel.

15. On July 3, 2019, the Court held a pre-motion conference regarding Defendants' anticipated motion to dismiss the First Complaint, at which time Lead Plaintiff, on consent of Defendants, voluntarily dismissed its claims pursuant to Section 14(a) of the Exchange Act and SEC Rule 14a-9 as time-barred by the three-year statute of repose. On August 15, 2019, Defendants moved to dismiss the First Complaint. The motion to dismiss was fully briefed.

16. While the motion to dismiss was pending, on December 16, 2020, the United States Securities and Exchange Commission ("SEC") issued an order titled *In the Matter of Dentsply Sirona Inc.*, File No. 3-20170, Order Instituting Cease-and-Desist Proceedings Pursuant to Section 21C of the Securities Exchange Act of 1934, Making Findings, and Imposing a Cease-and-Desist Order (Release No. 90681, December 16, 2020) (the "Cease-and-Desist Order"). On January 8, 2021, the Parties filed a Stipulation and Proposed Order Regarding Scheduling, notifying the Court of this development, that Defendants' motion to dismiss the First Complaint was withdrawn, and that Lead Plaintiff would file an amended complaint on or before January 22, 2021 to include allegations from the Cease-and-Desist Order.

17. On January 22, 2021, Lead Plaintiff filed the Amended Class Action Complaint of Lead Plaintiff Strathclyde Pension Fund, and on January 25, 2021, Lead Plaintiff filed the Corrected Amended Class Action Complaint of Lead Plaintiff Strathclyde Pension Fund (the "Complaint"). The Complaint contained new allegations addressing the Cease-and-Desist Order, but was otherwise identical to the First Complaint.

18. On March 8, 2021, Defendants moved to dismiss the Complaint, asserting that: Lead Plaintiff's claims were time-barred; Lead Plaintiff failed to sufficiently allege actionable misstatements or omissions; Lead Plaintiff failed to adequately allege loss causation; Defendants had not acted with scienter; any omitted information about Sirona would have been immaterial to Sirona shareholders; and Lead Plaintiff failed to adequately plead any control person claims. Defendants also moved to strike references to the Cease-and-Desist Order in the Complaint. Defendants' motion to dismiss was fully briefed.

19. On March 29, 2023, Judge Gershon issued a 50-page Opinion and Order denying the motion to strike, granting in part Defendants' motion to dismiss in finding that certain of the alleged misrepresentations and omissions were not actionable, but otherwise denying Defendants' motion to dismiss.

20. Discovery in the Action commenced in May 2023. In response to Lead Plaintiff's requests for production of documents, Defendants produced over 480,000 documents. Lead Plaintiff also produced documents in response to Defendants' requests for production of documents. In total, the Parties produced

more than 2.4 million pages of documents. In addition, Lead Plaintiff subpoenaed five third parties and received additional documents from each of them.

21. On September 29, 2023, Lead Plaintiff filed a motion for class certification and appointment of class representative and class counsel, which was accompanied by a report from Lead Plaintiff's expert on market efficiency and common damages methodologies.

22. On November 27, 2023, Defendants filed a letter requesting a pre-motion conference regarding an anticipated motion for judgment on the pleadings. Lead Plaintiff filed a response on December 11, 2023. The pre-motion conference was held on March 15, 2024 before Judge Gershon, at which time the Court set a briefing schedule for Defendants' motion for judgment on the pleadings. Because of certain statute of repose issues, Lead Plaintiff voluntarily dismissed its Section 11 claims and its Section 15 claim against Defendant Michel.

23. On February 8, 2024, after taking certain class-related discovery, Defendants filed their response in opposition to the class motion, along with the reports of three experts. On May 10, 2024, after taking certain other class-related discovery, Lead Plaintiff filed its reply in further support of the class certification motion. In that reply, Lead Plaintiff explained that as a result of extensive evidence and argument presented by Defendants showing that any alleged misrepresentations or omissions concerning the Distributor Conspiracy Theory had no impact on the price of Dentsply Intl. or Dentsply Sirona stock, Lead Plaintiff no longer believed the theory was sustainable on a class-wide basis. Therefore, Lead Plaintiff modified the definition of the proposed Class to include only persons who purchased the common stock of Dentsply Intl. or Dentsply Sirona on the open market from December 8, 2015 to August 6, 2018, inclusive, and were damaged thereby, and Lead Plaintiff announced that it was no longer seeking class certification of the remaining Securities Act claims associated with the Merger or the Exchange Act claims of Dentsply Intl. purchasers from February 20, 2014 through December 7, 2015. The motion for class certification was fully briefed, including the submission of sur-reply and sur-sur-reply briefs.

24. Defendants served their motion for judgment on the pleadings on June 7, 2024, arguing that: pre-Merger purchasers of Dentsply Intl. stock lacked standing to assert Exchange Act claims relating to statements about Sirona; Lead Plaintiff did not sufficiently allege any claim relating to statements made after August 9, 2017 or any claim against Defendants Casey, Alexos and Thierer; and Lead Plaintiff's individual claims under Section 12(a)(2) and Section 15 of the Securities Act, and Section 10(b) of the Exchange Act relating to the Distributor Conspiracy Theory, for which Lead Plaintiff was no longer seeking class treatment, should be dismissed. Defendants' motion for judgment on the pleadings was fully briefed.

25. The Parties had begun exploring the possibility of a settlement in early 2024. The Parties agreed to engage in private mediation and retained the Honorable Layn R. Phillips of Phillips ADR Enterprises ("Judge Phillips") to act as mediator in the Action. Judge Phillips was assisted by his Phillips ADR colleague, Caroline Cheng (together with Judge Phillips, the "Mediator"). On June 11-12, 2024, counsel for the Parties, Defendants' insurance carriers, and certain Party personnel participated in a two-day mediation session before the Mediator. The session ended without any agreement being reached.

26. After the mediation session concluded, the Parties continued to engage in settlement negotiations facilitated by the Mediator while the litigation proceeded. Ultimately, following months of negotiations facilitated by the Mediator, Judge Phillips made a Mediator's Recommendation that the Action be settled for \$84,000,000, which the Parties accepted on January 16, 2025. In Judge Phillips' opinion, "the proposed Settlement is the result of vigorous arm's-length negotiation by all involved Parties. I believe, based on my extensive discussions with the Parties and the information made available to me both before and during

the Mediation, that the Settlement was negotiated in good faith and that the Settlement is fair and reasonable.”

27. The agreement’s terms were memorialized in a term sheet executed on January 30, 2025 (the “Term Sheet”). The Term Sheet sets forth, among other things, the Parties’ agreement to settle and release all claims against Defendants and Defendants’ Releasees (defined below) in return for a cash payment of \$84,000,000 by or on behalf of Defendants for the benefit of the Settlement Class, subject to certain terms and conditions and the execution of a customary “long form” stipulation and agreement of settlement and related papers.

28. On March 12, 2025, the Parties entered into a Stipulation and Agreement of Settlement (“Settlement Agreement”), which sets forth the terms and conditions of the Settlement. The Settlement Agreement can be viewed at DentsplySironaSecuritiesLitigation.com.

29. On [____], 2025, the Court preliminarily approved the Settlement, authorized this Notice to be disseminated to potential Settlement Class Members, and scheduled the Settlement Hearing to consider whether to grant final approval to the Settlement.

**HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?
WHO IS INCLUDED IN THE SETTLEMENT CLASS?**

30. If you are a member of the Settlement Class, you are subject to the Settlement, unless you timely request to be excluded. The Settlement Class consists of:

all persons and entities who purchased or otherwise acquired the common stock of Dentsply Intl. or Dentsply Sirona during the period from December 8, 2015 through August 6, 2018, inclusive, and who were damaged thereby.

Excluded from the Settlement Class are Defendants and their families, and directors and Officers (“Officer” means any officer as that term is defined in Securities and Exchange Act Rule 16a-1(f)) of Dentsply Sirona and their families and affiliates, as well as any persons or entities who or which exclude themselves by submitting a request for exclusion that is accepted by the Court in accordance with the requirements set forth in this Notice. Also excluded from the Settlement Class are persons who would be members of the Settlement Class based solely on their acquisition of Dentsply Sirona common stock in exchange for shares of Sirona in connection with the Merger and, for the avoidance of doubt, those who would be members of the Settlement Class based solely on their acquisition of Dentsply Sirona common stock in the Merger in exchange for Dentsply Intl. common stock that they purchased or acquired prior to December 8, 2015. *See* “What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself?,” on page [__] below.

Please Note: Receipt of this Notice does not mean that you are a Settlement Class Member or that you will be entitled to receive proceeds from the Settlement.

If you are a Settlement Class Member and you wish to be eligible to participate in the distribution of proceeds from the Settlement, you are required to submit the Claim Form that is being distributed with this Notice and the required supporting documentation as set forth therein postmarked (or submitted online) no later than _____, 2025.

WHAT ARE LEAD PLAINTIFF'S REASONS FOR THE SETTLEMENT?

31. Lead Plaintiff and Lead Counsel believe that the claims asserted against Defendants have merit. They recognize, however, the very substantial risks they would face in establishing liability and damages which would only be possible after the Court certified a class and denied Defendants' pending motion for judgment on the pleadings. This litigation would also have to survive summary judgment motions, pre-trial motions, a trial, and appeals, all of which would add to the length and expense to the Settlement Class of continued proceedings. At the time the Settlement was reached, the Court had yet to rule on Defendants' motion for judgment on the pleadings, wherein Defendants made several arguments that, if credited by the Court, could substantially narrow the case. In particular, Defendants argued that pre-Merger purchasers of Dentsply Intl. stock lacked standing to assert Exchange Act claims relating to statements about Sirona, and that Lead Plaintiff did not sufficiently allege any claim relating to statements made after August 9, 2017 or any claim against Defendants Casey, Alexos and Thierer. In addition, the Court has not yet ruled on Lead Plaintiff's motion for class certification, which Defendants have opposed on several grounds through an opposition brief and a Court-permitted sur-reply. If the Action were not certified as a class action, Lead Plaintiff would be left to prosecute the claims individually, and other members of the Settlement Class would not be able to join in any recovery.

32. In light of these and other risks, the amount of the Settlement, and the immediacy of recovery to the Settlement Class, Lead Plaintiff and Lead Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. The Settlement provides a substantial benefit to the Settlement Class, namely \$84,000,000 in cash (less the various deductions described in this Notice), as compared to the risk that the claims in the Action would produce a smaller recovery, or no recovery at all, after further proceedings on Lead Plaintiff's motion for class certification, Defendants' motion for judgment on the pleadings, and likely summary judgment motions, trial, and appeals, possibly years in the future.

33. Defendants have denied the claims asserted against them in the Action and deny that the Settlement Class was harmed or suffered any damages as a result of the conduct alleged in the Action. Defendants have agreed to the Settlement solely to avoid the further expense, inconvenience, and burden of the Action, the distraction and diversion of personnel and resources, and to obtain the conclusive and complete dismissal or release of this Action and the Released Plaintiffs' Claims. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by Defendants.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

34. If there were no Settlement and Lead Plaintiff failed to establish any essential legal or factual element of their claims against Defendants, neither Lead Plaintiff nor the other members of the Settlement Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses, either in the pending motions or at summary judgment, at trial, or on appeal, the Settlement Class could recover less than the amount provided in the Settlement, or nothing at all.

HOW ARE SETTLEMENT CLASS MEMBERS AFFECTED BY THE ACTION AND THE SETTLEMENT?

35. If you are a Settlement Class Member, you are and will be represented by Lead Plaintiff and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You

are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her appearance on the attorneys listed in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” on page [] below.

36. If you are a Settlement Class Member and do not wish to remain a Settlement Class Member, you may exclude yourself from the Settlement Class by following the instructions in the section entitled, “What If I Do Not Want To Be A Member Of The Settlement Class? How Do I Exclude Myself?,” on page [] below.

37. If you are a Settlement Class Member and you wish to object to the Settlement, the Plan of Allocation, or Lead Counsel’s application for attorneys’ fees and Litigation Expenses, and if you do not exclude yourself from the Settlement Class, you may present your objections by following the instructions in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” on page [] below.

38. If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you will be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). The Judgment will dismiss with prejudice the claims against Defendants and will provide that, upon the Effective Date of the Settlement, Lead Plaintiff and each of the other Settlement Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, will have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiffs’ Claim (as defined in ¶ 39 below) against Defendants and the other Defendants’ Releasees (as defined in ¶ 40 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs’ Claims against any of the Defendants’ Releasees.

39. “Released Plaintiffs’ Claims” means any and all claims (including known claims and Unknown Claims), suits, actions, appeals, causes of action, damages (including, without limitation, compensatory, punitive, exemplary, rescissory, direct, consequential or special damages, and restitution and disgorgement), demands, rights, debts, penalties, costs, expenses, fees, injunctive relief, attorneys’ fees, expert or consulting fees, prejudgment interest, indemnities, duties, liabilities, losses, or obligations of every nature and description whatsoever, known or unknown, whether or not concealed or hidden, fixed or contingent, direct or indirect, anticipated or unanticipated, asserted or that could have been asserted by Lead Plaintiff or all Settlement Class Members, whether legal, contractual, rescissory, statutory, or equitable in nature, whether arising under federal, state, common or foreign law, that (i) are based upon, arise from, or relate to the claims that Lead Plaintiff or any other member of the Settlement Class asserted in the Complaint, or any prior complaint in the action, or that could have been asserted in any other forum, that arise out of or are based upon the allegations, transactions, facts, matters or occurrences, representations, or omissions involved, set forth, or referred to in the Complaint or (ii) relate to the purchase, acquisition or trading of any Dentsply Intl., Dentsply Sirona, or Sirona common stock, options or any other Dentsply Intl., Dentsply Sirona, or Sirona security during the Class Period. This release does not cover, include, or release (i) any claims asserted in any related ERISA or shareholder derivative action; (ii) any claims by any governmental entity that arise out of any governmental investigation of Defendants relating to the conduct alleged in the Action; or (iii) any claims relating to the enforcement of the Settlement. This release further does not cover, include, or release the claims asserted in *San Antonio Fire and Police Pension Fund v. Dentsply Sirona Inc.*, 1:22-cv-06339-AS (S.D.N.Y.), *North Collier Fire Control and Rescue District Firefighters Retirement Plan v. Dentsply Sirona Inc.*, 1:24-cv-09083-NRB (S.D.N.Y.), or complaints related to or consolidated with those actions.

40. “Defendants’ Releasees” means Defendants and any of their controlling persons, associates, related or affiliated entities, and each and all of their respective past or present officers, directors, employees, partners, members, shareholders, principals, agents, representatives, attorneys, auditors, financial or investment advisors, consultants, underwriters, accountants, investment bankers, commercial bankers, entities providing fairness opinions, advisors, insurers, reinsurers, heirs, spouses, executors, trustees, general or limited partners or partnerships, limited liability companies, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors or assigns, or any member of their immediate families, marital communities, or any trusts for which any of them are trustees, settlers or beneficiaries, or anyone acting or purporting to act for or on behalf of them or their successors.

41. “Unknown Claims” means any Released Plaintiffs’ Claims which any Lead Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Defendants’ Claims which any Defendant does not know or suspect to exist in his or its favor at the time of the release of such claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiff and Defendants shall expressly waive, and each of the other Settlement Class Members shall be deemed to have waived, and by operation of the Judgment or the Alternate Judgment, if applicable, shall have expressly waived, 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 or foreign law, which 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.

Lead Plaintiff and Defendants acknowledge, and each of the Settlement Class Members 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.

42. The Judgment will also provide that, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, will have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Defendants’ Claim (as defined in ¶ 43 below) against Lead Plaintiff and the other Plaintiffs’ Releasees (as defined in ¶ 44 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Defendants’ Claims against any of the Plaintiffs’ Releasees.

43. “Released Defendants’ Claims” means any and all claims (including known claims and Unknown Claims), suits, actions, appeals, causes of action, damages (including, without limitation, compensatory, punitive, exemplary, rescissory, direct, consequential or special damages, and restitution and disgorgement), demands, rights, debts, penalties, costs, expenses, fees, injunctive relief, attorneys’ fees, expert or consulting fees, prejudgment interest, indemnities, duties, liabilities, losses, or obligations of every nature and description whatsoever, known or unknown, whether or not concealed or hidden, fixed or contingent, direct or indirect, anticipated or unanticipated, whether legal, contractual, rescissory, statutory, or equitable in nature, whether arising under federal, state, common or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendants in the Action. This release does not cover, include, or release (i) claims relating to the enforcement of this

Settlement Agreement or the Settlement; or (ii) any claims against any person or entity who or which submits a request for exclusion that is accepted by the Court.

44. “Plaintiffs’ Releasees” means Lead Plaintiff, all other plaintiffs in the Action, and all other Settlement Class Members, and their respective current and former parents, affiliates, subsidiaries, officers, directors, agents, successors, predecessors, assigns, assignees, partnerships, partners, trustees, trusts, employees, any member of their immediate families, insurers, reinsurers, and attorneys.

HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?

45. To be eligible for a payment from the Settlement, you must be a member of the Settlement Class and you must timely complete and return the Claim Form with adequate supporting documentation ***postmarked (if mailed), or submitted online at DentsplySironaSecuritiesLitigation.com no later than _____, 2025.*** A Claim Form is included with this Notice, or you may obtain one from the website maintained by the Claims Administrator for the Settlement, DentsplySironaSecuritiesLitigation.com. You may also request that a Claim Form be mailed to you by calling the Claims Administrator toll-free at (866) 217-4456 or by emailing the Claims Administrator at info@DentsplySironaSecuritiesLitigation.com. **Please retain all records of your ownership of and transactions in Dentsply Intl. and Dentsply Sirona common stock, as they will be needed to document your Claim.** The Parties and Claims Administrator do not have information about your transactions in Dentsply Intl. and Dentsply Sirona common stock.

46. If you request exclusion from the Settlement Class or do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund.

HOW MUCH WILL MY PAYMENT BE?

47. At this time, it is not possible to make any determination as to how much any individual Settlement Class Member may receive from the Settlement.

48. Pursuant to the Settlement, Defendants have agreed to cause \$84,000,000 in cash (the “Settlement Amount”) to be paid into an escrow account. The Settlement Amount plus any interest earned thereon is referred to as the “Settlement Fund.” If the Settlement is approved by the Court and the Effective Date occurs, the “Net Settlement Fund” (that is, the Settlement Fund less (a) all federal, state and/or local taxes on any income earned by the Settlement Fund and the reasonable costs incurred in connection with determining the amount of and paying taxes owed by the Settlement Fund (including reasonable expenses of tax attorneys and accountants); (b) the costs and expenses incurred in connection with providing notice to Settlement Class Members and administering the Settlement on behalf of Settlement Class Members; (c) any attorneys’ fees and Litigation Expenses awarded by the Court; and (d) any other costs or fees approved by the Court) will be distributed to Settlement Class Members who submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.

49. 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.

50. Neither Defendants nor any other person or entity that paid any portion of the Settlement Amount on their behalf are entitled to get back any portion of the Settlement Fund once the Court’s order or judgment approving the Settlement becomes Final. Defendants shall not have any liability, obligation, or

responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund, or the plan of allocation.

51. 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.

52. Unless the Court otherwise orders, any Settlement Class Member who fails to submit a Claim Form postmarked (or submitted online) on or before _____, 2025 shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Settlement Class Member and be subject to the provisions of the Settlement Agreement, including the terms of any Judgment entered and the releases given. This means that each Settlement Class Member releases the Released Plaintiffs' Claims (as defined in ¶ 39 above) against the Defendants' Releasees (as defined in ¶ 40 above) and will be enjoined and prohibited from filing, prosecuting, or pursuing any of the Released Plaintiffs' Claims against any of the Defendants' Releasees whether or not such Settlement Class Member submits a Claim Form.

53. Participants in and beneficiaries of any employee retirement and/or benefit plan covered by ERISA ("ERISA Plan") should NOT include any information relating to shares of Dentsply Intl. or Dentsply Sirona common stock purchased through the ERISA Plan in any Claim Form they submit in this Action. They should include ONLY shares of Dentsply Intl. or Dentsply Sirona common stock purchased during the Class Period outside of an ERISA Plan. Claims based on any ERISA Plan's purchases of Dentsply Intl. or Dentsply Sirona common stock during the Class Period may be made by the plan's trustees.

54. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Settlement Class Member.

55. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Claim Form.

56. Only Settlement Class Members or persons authorized to submit a claim on their behalf will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Settlement Class by definition or that exclude themselves from the Settlement Class pursuant to request will not be eligible to receive a distribution from the Net Settlement Fund and should not submit Claim Forms. The only securities that are included in the Settlement are Dentsply Intl. and Dentsply Sirona common stock.

57. Appendix A to this Notice sets forth the Plan of Allocation for allocating the Net Settlement Fund among Authorized Claimants, as proposed by Lead Plaintiff. At the Settlement Hearing, Lead Plaintiff will request that the Court approve the Plan of Allocation. The Court may modify the Plan of Allocation, or approve a different plan of allocation, without further notice to the Settlement Class.

<p>WHAT PAYMENT ARE THE ATTORNEYS FOR THE SETTLEMENT CLASS SEEKING? HOW WILL THE LAWYERS BE PAID?</p>
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58. Lead Counsel have not received any payment for their services in pursuing claims against the Defendants on behalf of the Settlement Class, nor have Lead Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Lead Counsel will apply to the Court for an award of attorneys' fees in an amount not to exceed 30% of the Settlement Fund. At the same time, Lead Counsel also intend to apply for payment of Litigation Expenses in an amount not to exceed \$750,000,

which may include an application for reimbursement of the reasonable costs and expenses incurred by Lead Plaintiff directly related to its representation of the Settlement Class, pursuant to the PSLRA. The Court will determine the amount of any award of attorneys' fees or Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

**WHAT IF I DO NOT WANT TO BE A MEMBER OF THE SETTLEMENT CLASS?
HOW DO I EXCLUDE MYSELF?**

59. Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, whether favorable or unfavorable, unless such person or entity mails or delivers a written Request for Exclusion from the Settlement Class, addressed to *In re Dentsply Sirona Securities Litigation*, EXCLUSIONS, c/o A.B. Data, Ltd., P.O. Box 173027, Milwaukee, WI 53217. The Request for Exclusion must be ***received no later than*** _____, **2025**. You will not be able to exclude yourself from the Settlement Class after that date. Each Request for Exclusion must (i) state the name, address, and telephone number of the person or entity requesting exclusion, and in the case of entities, the name and telephone number of the appropriate contact person; (ii) state that such person or entity "requests exclusion from the Settlement Class in *In re Dentsply Sirona, Inc. Securities Litigation*, Civil Action No. 18-7253-NG-PK"; (iii) state the number of shares of Dentsply Intl. and Dentsply Sirona common stock that the person or entity requesting exclusion (A) owned as of the opening of trading on December 8, 2015 and (B) purchased/acquired and/or sold from December 8, 2015 through August 6, 2018, inclusive, as well as the date, number of shares, and prices of each such purchase and sale; and (iv) be signed by the person or entity requesting exclusion or an authorized representative. A Request for Exclusion shall not be effective unless it provides all the information called for in this paragraph and is received within the time stated above, or is otherwise accepted by the Court.

60. If you do not want to be part of the Settlement Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Released Plaintiffs' Claim against any of the Defendants' Releasees.

61. If you ask to be excluded from the Settlement Class, you will not be eligible to receive any payment out of the Net Settlement Fund.

62. Defendants have the right to terminate the Settlement if valid requests for exclusion are received from persons and entities entitled to be members of the Settlement Class in an amount that exceeds an amount agreed to by Lead Plaintiff and Defendants.

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE
SETTLEMENT? DO I HAVE TO COME TO THE HEARING?
MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?**

63. **Settlement 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 Settlement Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Hearing.**

64. **Please Note:** The date and time of the Settlement Hearing may change without further written notice to the Settlement Class. The Court may decide to allow Settlement Class Members to appear at the

hearing by phone, without further written notice to the Settlement Class. **In order to determine whether the date and time of the Settlement Hearing have changed, or whether Settlement Class Members may participate by phone or video, it is important that you monitor the Court’s docket and the Settlement website, DentsplySironaSecuritiesLitigation.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, DentsplySironaSecuritiesLitigation.com. If the Court allows Settlement Class Members to participate in the Settlement Hearing by telephone or video conference, the information for accessing the telephone or video conference will be posted to the Settlement website, DentsplySironaSecuritiesLitigation.com.**

65. The Settlement Hearing will be held on _____, 2025 at __:00 __.m., before the Honorable Nina Gershon of the United States District Court for the Eastern District of New York, in Courtroom _____ of the United States Courthouse, 225 Cadman Plaza East, Brooklyn, NY 11201. At the Settlement Hearing, the Court will consider: (a) whether the proposed Settlement is fair, reasonable, and adequate to the Settlement Class, and should be finally approved; (b) whether a Judgment substantially in the form attached as Exhibit B to the Settlement Agreement should be entered dismissing the Action with prejudice against Defendants; (c) whether the Settlement Class should be certified for purposes of the Settlement; (d) whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and reasonable and should be approved; (e) whether the motion by Lead Counsel for attorneys’ fees and Litigation Expenses should be approved; and (f) other matters that may properly be brought before the Court in connection with the Settlement. The Court reserves the right to approve the Settlement, the Plan of Allocation, Lead Counsel’s motion for an award of attorneys’ fees and Litigation Expenses, and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the members of the Settlement Class.

66. Any Settlement Class Member that does not request exclusion may object to the Settlement, the proposed Plan of Allocation, or Lead Counsel’s motion for an award of attorneys’ fees and Litigation Expenses. Objections must be in writing. You must file any written objection, together with copies of all other papers and briefs supporting the objection, electronically with the Court or by letter mailed to the Clerk’s Office at the United States District Court for the Eastern District of New York, at the address set forth below **on or before** _____, 2025. You must also serve the papers on Lead Counsel and on Defendants’ Counsel at the addresses set forth below so that the papers are *received on or before* _____, 2025.

<u>Clerk’s Office</u>	<u>Lead Counsel</u>	<u>Defendants’ Counsel</u>
United States District Court Eastern District of New York Clerk of the Court 225 Cadman Plaza East Brooklyn, NY 11201	Barrack, Rodos & Bacine Jeffrey W. Golan Jordan R. Laporta 3300 Two Commerce Square 2001 Market Street Philadelphia, PA 19103	Skadden, Arps, Slate, Meagher & Flom LLP Scott D. Musoff Christopher P. Malloy Michael W. Restey One Manhattan West New York, NY 10001

67. Any objection must include (a) the name of this proceeding, *In re Dentsply Sirona, Inc. Securities Litigation*, Civil Action No. 18-7253-NG-PK; (b) the objector’s full name, current address, email address

(if applicable), and telephone number; (c) the objector's signature; (d) a statement providing the specific reasons for the objection, including a detailed statement of the specific legal and factual basis for each and every objection and whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; and (e) documents sufficient to prove membership in the Settlement Class, including documents showing the number of shares of Dentsply Intl. and Dentsply Sirona common stock that the objecting Settlement Class Member purchased/acquired and/or sold from December 8, 2015 through August 6, 2018, inclusive, as well as the date, number of shares, and prices of each such purchase and sale. The documentation establishing membership in the Settlement Class must consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from the objector's broker containing the transactional and holding information found in a broker confirmation slip or account statement.

68. You may not object to the Settlement, the Plan of Allocation, or Lead Counsel's motion for attorneys' fees and Litigation Expenses if you exclude yourself from the Settlement Class or if you are not a member of the Settlement Class.

69. 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.

70. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, or Lead Counsel's motion for an award of attorneys' fees and Litigation Expenses, and if you timely file and serve a written objection as described above, you must also file a notice of appearance with the Clerk's Office so that it is **received on or before** _____, 2025. Such persons may be heard orally at the discretion of the Court. Objectors who enter an appearance and desire to present evidence at the Settlement Hearing in support of their objection must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and any exhibits they intend to introduce into evidence at the hearing.

71. 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 so that the notice is **received on or before** _____, 2025.

72. The Settlement Hearing may be adjourned by the Court without further written notice to the Settlement Class, other than a posting of the adjournment on the case website, DentsplySironaSecuritiesLitigation.com. If you plan to attend the Settlement Hearing, you should confirm the date and time with Lead Counsel.

73. Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation or Lead Counsel's motion for attorneys' fees and Litigation Expenses. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?

74. If you purchased or otherwise acquired Dentsply Intl. or Dentsply Sirona common stock from December 8, 2015 through August 6, 2018, inclusive, for the beneficial interest of persons or organizations other than yourself, you must either (a) within seven (7) calendar days of receipt of this Notice, request

from the Claims Administrator sufficient copies of the Notice and Claim Form (the “Notice Packet”) to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notice Packets forward them to all such beneficial owners; or (b) within seven (7) calendar days of receipt of this Notice, provide a list of the names and addresses of all such beneficial owners to *In re Dentsply Sirona Securities Litigation*, c/o A.B. Data, Ltd., P.O. Box 173027, Milwaukee, WI 53217. If you choose the second option, the Claims Administrator will send a copy of the Notice and the Claim Form to the beneficial owners. Upon full compliance with these directions, such nominees may seek payment of their reasonable expenses actually incurred, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Notice and the Claim Form may also be obtained from the website maintained by the Claims Administrator, DentsplySironaSecuritiesLitigation.com, or by calling the Claims Administrator toll-free at 1-866-217-4456.

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

75. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in this Action, you are referred to the papers on file in the Action, including the Settlement Agreement, which may be reviewed by accessing the Court docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.nyed.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Eastern District of New York, United States Courthouse, 225 Cadman Plaza East, Brooklyn, NY 11201. Additionally, copies of the Settlement Agreement and any related orders entered by the Court will be posted on the website maintained by the Claims Administrator, DentsplySironaSecuritiesLitigation.com.

All inquiries concerning this Notice and the Claim Form should be directed to:

In re Dentsply Sirona Securities Litigation
c/o A.B. Data, Ltd.
P.O. Box 173027
Milwaukee, WI 53217

(866) 217-4456
DentsplySironaSecuritiesLitigation.com

or

Michael Toomey
BARRACK, RODOS & BACINE
330 Two Commerce Square
2001 Market Street
Philadelphia, PA 19103
877-386-3304
settlements@barrack.com

DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT, DEFENDANTS OR THEIR COUNSEL REGARDING THIS NOTICE.

Dated: _____, 2025

By Order of the Court
United States District Court
Eastern District of New York

Appendix A

PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND

76. As discussed above, the Settlement provides \$84,000,000 in cash for the benefit of the Settlement Class. The Settlement Amount and any interest it earns constitute the “Settlement Fund.” The Settlement Fund, after deduction of Court-approved attorneys’ fees and Litigation Expenses, Notice and Administration Costs, Taxes, and any other fees or expenses approved by the Court, is the “Net Settlement Fund.” If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to eligible Authorized Claimants, i.e., members of the Settlement Class who timely submit valid Claim Forms that are accepted for payment by the Court, in accordance with a plan of allocation to be adopted by the Court. Settlement Class Members who do not timely submit valid Claim Forms will not share in the Net Settlement Fund, but will otherwise be bound by the Settlement.

77. The Plan of Allocation (the “Plan”) set forth herein is the plan that is being proposed to the Court for approval by Lead Plaintiff after consultation with its damages expert. The Court may approve the Plan with or without modification, or approve another plan of allocation, without further notice to the Settlement Class. Any Orders regarding a modification to the Plan will be posted to DentsplySironaSecuritiesLitigation.com. Defendants have had, and will have, no involvement or responsibility for the terms or application of the Plan.

78. The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Authorized Claimants who suffered economic losses as a proximate result of the alleged wrongdoing. The calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that Settlement Class Members might have been able to recover after a trial. Nor are the calculations pursuant to the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The computations under the Plan of Allocation are only a method to weigh the claims of Authorized Claimants against one another for the purposes of making *pro rata* allocations of the Net Settlement Fund.

79. The Plan of Allocation was created with the assistance of a consulting damages expert and reflects the assumption that Defendants’ alleged false and misleading statements and material omissions proximately caused the price of Dentsply Intl. and Dentsply Sirona common stock to be artificially inflated throughout the Class Period. In calculating the estimated artificial inflation allegedly caused by Defendants’ alleged misrepresentations and omissions, Lead Plaintiff’s damages expert considered price changes in Dentsply Sirona common stock in reaction to certain public announcements allegedly revealing the truth concerning Defendants’ alleged misrepresentations and material omissions, adjusting for price changes that were attributable to market or industry forces.

80. In order to have recoverable damages, the disclosure of the allegedly misrepresented information must be the cause of the decline in the price of Dentsply Sirona common stock. In this case, Lead Plaintiff alleges that Defendants made false statements and omitted material facts during the period from December 8, 2015 through August 6, 2018, inclusive, which had the effect of artificially inflating the price of Dentsply Intl. common stock prior to the Merger and Dentsply Sirona common stock after the Merger. Lead Plaintiff further alleges that corrective information was released to the market on August 9, 2017, October 2, 2017, May 6-7, 2018, and August 7, 2018, which removed the artificial inflation from the price of Dentsply Sirona common stock on August 9, 2017, October 2, 2017, May 7-8, 2018, and August 7, 2018.

81. Recognized Loss Amounts are based primarily on the difference in the amount of alleged artificial inflation in the prices of Dentsply Intl. and Dentsply Sirona common stock at the time of purchase and at the time of sale, or the difference between the actual purchase price and sale price. Accordingly, in order to have a Recognized Loss Amount under the Plan of Allocation, a Settlement Class Member that purchased or otherwise acquired Dentsply Intl. and/or Dentsply Sirona common stock during the Class Period must have held those shares through at least one of the dates where new corrective information was released to the market and partially removed the artificial inflation from the price of Dentsply Sirona common stock.

CALCULATION OF RECOGNIZED LOSS AMOUNT

82. Based on the formula stated below, a “Recognized Loss Amount” will be calculated for each purchase or acquisition of Dentsply Intl. or Dentsply Sirona common stock during the Class Period that (a) comes within the definition of valid Settlement Class transactions and (b) is listed on the Claim Form and for which adequate documentation is provided.² If a Recognized Loss Amount calculates to a negative number or zero under the formula below, that Recognized Loss Amount will be zero.³

83. For each share of Dentsply Intl. or Dentsply Sirona common stock purchased or otherwise acquired during the Class Period (that is, the period from December 8, 2015 through and including the close of trading on August 6, 2018), and:

- A. Sold at or prior to the close of trading on August 8, 2017, the Recognized Loss Amount will be \$0.00.⁴
- B. Sold from August 9, 2017 through and including the close of trading on August 6, 2018, the Recognized Loss Amount will be *the lesser of*: (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table A below *minus* the amount of artificial inflation per share on the date of sale as stated in Table A below; or (ii) the purchase/acquisition price minus the sale price.
- C. Sold from August 7, 2018 through and including the close of trading on November 2, 2018, the Recognized Loss Amount will be *the least of*: (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table A below; (ii) the purchase/acquisition price minus the average closing price from August 7, 2018 through

² Consistent with the definition of the Settlement Class and proceedings in this Action, Dentsply Sirona shares acquired by holders of Sirona stock in the Merger between Dentsply Intl. and Sirona, or by holders of Dentsply Intl. stock purchased prior to December 8, 2015, will not be eligible for compensation in this Plan of Allocation.

³ Any transactions in Dentsply Intl. or Dentsply Sirona common stock executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

⁴ Sales of Dentsply Sirona stock after the Merger will be matched with holdings and/or purchases of Dentsply Intl. shares, if a Settlement Class member had Dentsply Intl. shares prior to the Merger, on a FIFO basis, per ¶ 85 below. As noted above, only Dentsply Intl. shares purchased from December 8, 2015 to the date of the Merger are validly part of the Settlement Class.

the date of sale as stated in Table B below; or (iii) the purchase/acquisition price minus the sale price.

- D. Held as of the close of trading on November 2, 2018, the Recognized Loss Amount will be *the lesser of*: (i) the amount of artificial inflation per share on the date of purchase/acquisition as stated in Table A below, or (ii) the purchase/acquisition price *minus* \$37.60.⁵

ADDITIONAL PROVISIONS

84. **Calculation of Claimant's "Recognized Claim":** A Claimant's "Recognized Claim" will be the sum of his, her, or its Recognized Loss Amounts as calculated under ¶ 83 above.

85. **FIFO Matching:** If a Claimant made more than one purchase or sale of Dentsply Intl. or Dentsply Sirona common stock during the Class Period, all purchases and sales will be matched on a First In, First Out ("FIFO") basis. Class Period sales will be matched first against any holdings at the beginning of the Class Period and then against purchases in chronological order, beginning with the earliest purchase made during the Class Period.

86. **Purchase/Sale Prices:** For the purposes of calculations in ¶ 83 above, "purchase price" means the actual price paid, excluding any fees, commissions, and taxes, and "sale price" means the actual amount received, not deducting any fees, commissions, and taxes.

87. **"Purchase/Sale" Dates:** Purchases and sales of Dentsply Intl. and Dentsply Sirona common stock will be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. The receipt or grant by gift, inheritance, or operation of law of Dentsply Intl. or Dentsply Sirona common stock during the Class Period will not be deemed a purchase or sale of Dentsply Intl. or Dentsply Sirona common stock for the calculation of a Claimant's Recognized Loss Amount, nor will the receipt or grant be deemed an assignment of any claim relating to the purchase/sale of Dentsply Intl. or Dentsply Sirona common stock unless (i) the donor or decedent purchased or otherwise acquired or sold such Dentsply Intl. or Dentsply Sirona common stock during the Class Period; (ii) the instrument of gift or assignment specifically provides that it is intended to transfer such rights; and (iii) no Claim was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to shares of such shares of Dentsply Intl. or Dentsply Sirona common stock.

88. **Short Sales:** The date of covering a "short sale" is deemed to be the date of purchase of the Dentsply Intl. or Dentsply Sirona common stock. The date of a "short sale" is deemed to be the date of

⁵ Pursuant to Section 21D(e)(1) of the Exchange Act, "in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market." Consistent with the requirements of the Exchange Act, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of Dentsply Sirona common stock during the "90-day look-back period" from August 7, 2018 through November 2, 2018. The mean (average) closing price for Dentsply Sirona common stock during this period was \$37.60.

sale of the Dentsply Intl. or Dentsply Sirona common stock. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on “short sales” and the purchases covering “short sales” is zero.

89. In the event that a Claimant has an opening short position in Dentsply Intl. common stock, the earliest purchases of Dentsply Intl. or Dentsply Sirona common stock during the Class Period will be matched against such opening short position, and not be entitled to a recovery, until that short position is fully covered.

90. **Common Stock Purchased/Sold Through the Exercise of Options:** Option contracts are not securities eligible to participate in the Settlement. With respect to Dentsply Intl. or Dentsply Sirona common stock purchased or sold through the exercise of an option, the purchase/sale date of the common stock is the exercise date of the option and the purchase/sale price is the exercise price of the option.

91. **Market Gains and Losses:** The Claims Administrator will determine if the Claimant had a “Market Gain” or a “Market Loss” with respect to his, her, or its overall transactions in Dentsply Intl. and Dentsply Sirona common stock during the Class Period. For purposes of making this calculation, the Claims Administrator shall determine the difference between (i) the Claimant’s Total Purchase Amount⁶ and (ii) the sum of the Claimant’s Total Sales Proceeds⁷ and the Claimant’s Holding Value.⁸ If the Claimant’s Total Purchase Amount *minus* the sum of the Claimant’s Total Sales Proceeds and the Holding Value is a positive number, that number will be the Claimant’s Market Loss; if the number is a negative number or zero, that number will be the Claimant’s Market Gain.

92. If a Claimant had a Market Gain with respect to his, her, or its overall transactions in Dentsply Intl. and Dentsply Sirona common stock during the Class Period, the value of the Claimant’s Recognized Claim will be zero, and the Claimant will in any event be bound by the Settlement. If a Claimant suffered an overall Market Loss with respect to his, her, or its overall transactions in Dentsply Intl. and Dentsply Sirona common stock during the Class Period but that Market Loss was less than the Claimant’s Recognized Claim, then the Claimant’s Recognized Claim will be limited to the amount of the Market Loss.

93. **Determination of Distribution Amount:** The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims. Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which will be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

⁶ The “Total Purchase Amount” is the total amount the Claimant paid (excluding all fees, taxes, and commissions) for all shares of Dentsply Intl. or Dentsply Sirona common stock purchased or acquired during Class Period to the extent they come within the Settlement Class definition.

⁷ The Claims Administrator shall match any sales of Dentsply Intl. or Dentsply Sirona common stock during the Class Period first against the Claimant’s opening position in Dentsply Intl. common stock (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (not deducting any fees, taxes and commissions) for sales of the remaining shares of Dentsply Intl. or Dentsply Sirona common stock sold during the Class Period is the “Total Sales Proceeds.”

⁸ The Claims Administrator shall ascribe a “Holding Value” of \$39.41 to each share of Dentsply Intl. or Dentsply Sirona common stock purchased or acquired during the Class Period that was still held as of the close of trading on August 6, 2018.

94. If an Authorized Claimant's Distribution Amount calculates to less than \$10.00, no distribution will be made to that Authorized Claimant. Those funds will be included in the distribution to Authorized Claimants whose Distribution Amount is \$10.00 or more.

95. After the initial distribution of the Net Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the Net Settlement Fund seven (7) months after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determine that it is cost-effective to do so, the Claims Administrator will conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determine that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance will be contributed to one or more non-sectarian, not-for-profit, 501(c)(3) organizations to be selected by Lead Counsel and approved by the Court.

96. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, will be conclusive against all Claimants. No person shall have any claim against Lead Plaintiff, Lead Counsel, Lead Plaintiff's damages experts, Lead Plaintiff's consulting experts, Defendants, Defendants' Counsel, Defendants' consulting experts, or any of the other Plaintiffs' Releasees or Defendants' Releasees, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Settlement Agreement, the plan of allocation approved by the Court, or further Orders of the Court. Lead Plaintiff, Defendants, and their respective counsel, and all other Defendants' Releasees, shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the plan of allocation; the determination, administration, calculation, or payment of any Claim or nonperformance of the Claims Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.

TABLE A

Estimated Artificial Inflation in Dentsply Intl. and Dentsply Sirona Common Stock December 8, 2015 through August 6, 2018	
Date Range	Estimated Artificial Inflation Per Share
December 8, 2015 to August 8, 2017	\$23.29
August 9, 2017 to October 1, 2017	\$18.13
October 2, 2017 to May 6, 2018	\$14.38
May 7, 2018	\$11.11
May 8, 2018 to August 6, 2018	\$8.99
August 7, 2018 and later	\$0.00

TABLE B

90-Day Look-back Table for Dentsply Sirona Common Stock Closing Price and Average Closing Price August 7, 2018 through November 2, 2018						
Date	Closing Price	Average Closing Price from August 7, 2018 through Date Shown		Date	Average Closing Price from August 7, 2018 through Date Shown	
8/7/2018	\$39.41	\$39.41		9/20/2018	\$38.64	\$38.87
8/8/2018	\$40.39	\$39.90		9/21/2018	\$38.76	\$38.86
8/9/2018	\$40.12	\$39.97		9/24/2018	\$38.09	\$38.84
8/10/2018	\$39.02	\$39.73		9/25/2018	\$37.45	\$38.80
8/13/2018	\$39.57	\$39.70		9/26/2018	\$38.03	\$38.78
8/14/2018	\$39.00	\$39.58		9/27/2018	\$37.95	\$38.76
8/15/2018	\$37.97	\$39.35		9/28/2018	\$37.74	\$38.73
8/16/2018	\$38.08	\$39.19		10/1/2018	\$37.68	\$38.70
8/17/2018	\$38.67	\$39.14		10/2/2018	\$37.48	\$38.67
8/20/2018	\$38.86	\$39.11		10/3/2018	\$37.08	\$38.63
8/21/2018	\$38.97	\$39.10		10/4/2018	\$36.19	\$38.58
8/22/2018	\$38.90	\$39.08		10/5/2018	\$36.34	\$38.52
8/23/2018	\$38.12	\$39.01		10/8/2018	\$36.03	\$38.47
8/24/2018	\$38.50	\$38.97		10/9/2018	\$35.75	\$38.41
8/27/2018	\$38.52	\$38.94		10/10/2018	\$35.90	\$38.35
8/28/2018	\$39.18	\$38.95		10/11/2018	\$35.68	\$38.30
8/29/2018	\$39.56	\$38.99		10/12/2018	\$35.87	\$38.25
8/30/2018	\$39.66	\$39.03		10/15/2018	\$36.23	\$38.20
8/31/2018	\$39.92	\$39.07		10/16/2018	\$37.14	\$38.18
9/4/2018	\$38.67	\$39.05		10/17/2018	\$37.07	\$38.16
9/5/2018	\$39.46	\$39.07		10/18/2018	\$35.67	\$38.11
9/6/2018	\$38.90	\$39.07		10/19/2018	\$36.28	\$38.08
9/7/2018	\$38.54	\$39.04		10/22/2018	\$35.98	\$38.04
9/10/2018	\$38.15	\$39.01		10/23/2018	\$35.96	\$38.00
9/11/2018	\$38.19	\$38.97		10/24/2018	\$35.04	\$37.95
9/12/2018	\$38.75	\$38.96		10/25/2018	\$35.19	\$37.90
9/13/2018	\$38.74	\$38.96		10/26/2018	\$34.33	\$37.84
9/14/2018	\$38.42	\$38.94		10/29/2018	\$34.32	\$37.78
9/17/2018	\$38.10	\$38.91		10/30/2018	\$34.99	\$37.73
9/18/2018	\$38.19	\$38.88		10/31/2018	\$34.63	\$37.68
9/19/2018	\$38.61	\$38.88		11/1/2018	\$35.24	\$37.64
				11/2/2018	\$35.03	\$37.60

EXHIBIT A-2

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

IN RE DENTSPLY SIRONA, INC.
SECURITIES LITIGATION

1:18-cv-07253-NG-PK

PROOF OF CLAIM AND RELEASE

A. GENERAL INSTRUCTIONS

1. The only way to receive a distribution from the Net Settlement Fund created in connection with the proposed Settlement of the action entitled *In re Dentsply Sirona, Inc. Securities Litigation.*, Case No. 1:18-cv-07253-NG-PK (the “Action”), is to complete, sign, and timely submit this Proof of Claim and Release form (“Proof of Claim and Release Form”) as directed below. If you fail to submit a properly addressed (as set forth in paragraph 3 below) Proof of Claim and Release Form, postmarked or received by the date shown below, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement of the Action.

2. Submission of this Proof of Claim and Release Form, however, does not assure that you will share in the proceeds of the Settlement. You will only be entitled to receive a distribution from the Net Settlement Fund if: (i) you are an Authorized Claimant (as described in the Plan of Allocation, paragraphs 76-96 of the Notice of (I) Pendency of Class Action and Proposed Settlement; (II) Settlement Hearing; and (III) Motion for Attorneys’ Fees and Litigation Expenses (“Notice”), which accompanies this Proof of Claim and Release Form); and (ii) you complete and sign this Proof of Claim and Release Form and timely submit it to the Claims Administrator at the address below.

3. THIS PROOF OF CLAIM AND RELEASE FORM MUST BE SUBMITTED EITHER (1) ONLINE AT WWW.DENTSPLYIRONASECURITIESLITIGATION.COM NO LATER THAN [MONTH DAY, 2025] OR, (2) BY MAIL, POSTMARKED NO LATER THAN [MONTH DAY, 2025], ADDRESSED AS FOLLOWS:

Dentsply Sirona Securities Litigation.com
c/o A.B. Data, Ltd.
P.O. Box 173027
Milwaukee, WI 53217

If you are NOT a member of the Class (as defined in paragraph 30 of the Notice, which accompanies this Proof of Claim and Release Form), DO NOT submit a Proof of Claim and Release Form. If you are excluded from the Settlement Class, any Proof of Claim and Release Form that you submit, or that may be submitted on your behalf, will not be accepted.

4. If you are a member of the Class and you have not timely requested exclusion in response to the Notice, you are bound by the terms of any judgment entered in the Action, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM OR RECEIVE A PAYMENT.

5. **PLEASE NOTE:** As set forth in the Plan of Allocation, each Authorized Claimant shall receive his, her, or its *pro rata* share of the Net Settlement Fund. If the prorated payment to any Authorized Claimant calculates to less than \$10.00, it will not be included in the calculation, and no distribution will be made to that Authorized Claimant.

B. INSTRUCTIONS FOR COMPLETING PART I – CLAIMANT IDENTIFICATION

1. If you purchased or otherwise acquired Dentsply Intl. or Dentsply Sirona common stock in your name, you are the beneficial purchaser or other acquirer as well as the record purchaser or other acquirer. If, however, you purchased or otherwise acquired the Dentsply Intl. or Dentsply Sirona common stock through a third party, such as a brokerage firm, you are the beneficial purchaser or other acquirer and the third party is the record purchaser or other acquirer.

2. Use Part I of this form entitled “Claimant Information” to identify each beneficial purchaser or other acquirer of Dentsply Intl. or Dentsply Sirona common stock that forms the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL**

PURCHASER(S) OR OTHER ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR OTHER ACQUIRER(S) UPON WHICH THIS CLAIM IS BASED.

NOTE: Separate Proof of Claim and Release Forms should be submitted for each separate legal entity (for example, a claim from joint owners should not include separate transactions of just one of the joint owners, and an individual should not combine his or her IRA transactions with transactions made solely in the individual's name). Conversely, a single Proof of Claim should be submitted on behalf of one legal entity including all transactions made by that entity, no matter how many separate accounts that entity has (for example, a corporation with multiple brokerage accounts should include all transactions made in Dentsply Intl. or Dentsply Sirona common stock during the Class Period on one Proof of Claim, no matter how many accounts the transactions were made in). All joint purchasers or other acquirers must sign this claim. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of Persons represented by them and proof of their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

C. INSTRUCTIONS FOR COMPLETING PART II – SCHEDULE OF TRANSACTIONS IN COMMON STOCK

1. Use Part II of this form entitled "Schedule of Transactions in Common Stock" to supply all required details of your transaction(s). If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.
2. On the schedules, provide all of the requested information with respect to all of your purchases or other acquisitions and all of your sales or other dispositions of Dentsply Intl. or Dentsply Sirona common stock from December 8, 2015 through November 2, 2018, inclusive, whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.
3. The date of covering a "short sale" is deemed to be the date of purchase or other acquisition of Dentsply Intl. or Dentsply Sirona common stock. The date of a "short sale" is deemed to be the date of sale of Dentsply Intl. or Dentsply Sirona common stock.
4. You must attach copies of broker confirmations or other documentation of your transactions in Dentsply Intl. or Dentsply Sirona common stock to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim. Lead Plaintiff does not have information about your transactions in Dentsply Intl. or Dentsply Sirona common stock.
5. You are required to submit genuine and sufficient documentation for all of your transactions in and holdings of Dentsply Intl. and Dentsply Sirona common stock set forth in the Schedule of Transactions in Common Stock in Part II. Documentation may consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from your broker containing the transactional and holding information found in a broker confirmation slip or account statement. The Parties and the Claims Administrator do not have information about your investments in Dentsply Intl. or Dentsply Sirona common stock. IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OF THE DOCUMENTS OR EQUIVALENT DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS.

NOTICE REGARDING ELECTRONIC FILES: Claimants with large numbers of transactions may request, or may be requested, to submit their transaction information in electronic files. All Claimants **MUST** submit a **signed Proof of Claim and Release Form** whether or not they submit electronic files. If you wish to file your claim electronically, you must contact the Claims Administrator at (866) 217 – 4456 to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

PART II – SCHEDULE OF TRANSACTIONS IN COMMON STOCK

1. HOLDINGS AS OF DECEMBER 8, 2015. State the total number of shares of Dentsply Intl. common stock held as of the opening of trading on December 8, 2015. If none, write “zero” or “0.” _____ (Must be documented.)

2. PURCHASES OR OTHER ACQUISITIONS FROM DECEMBER 8, 2015 THROUGH AUGUST 6, 2018. Separately list each and every purchase or other acquisition of Dentsply Intl. or Dentsply Sirona common stock from December 8, 2015 through the close of trading on August 6, 2018. (Must be documented.)

Date of Purchase or Other Acquisition (List Chronologically) (Month/Day/Year)	Number of Shares Purchased or Otherwise Acquired	Purchase or Other Acquisition Price Per Share	Total Purchase or Other Acquisition Price (excluding taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

3. NUMBER OF SHARES PURCHASED OR OTHERWISE ACQUIRED FROM AUGUST 7, 2018 THROUGH NOVEMBER 2, 2018. State the total number of shares of Dentsply Sirona purchased or otherwise acquired from on August 7, 2018 through November 2, 2018. If none, write “zero” or “0.” _____. (Must be documented.)¹

4. SALES FROM DECEMBER 8, 2015 THROUGH NOVEMBER 2, 2018. Separately list each and every sale of Dentsply Intl. or Dentsply Sirona common stock from on December 8, 2015 through the close of trading on November 2, 2018. (Must be documented.)

Date of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

5. HOLDINGS AS OF NOVEMBER 2, 2018. State the total number of shares of Dentsply Sirona common stock held as of the close of trading on November 2, 2018. If none, write “zero” or “0.” _____ (Must be documented.)

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, YOU MUST PHOTOCOPY THIS PAGE AND CHECK THIS BOX ☐

INCLUDE THE BENEFICIAL OWNER’S FULL NAME AND LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER/TAXPAYER IDENTIFICATION NUMBER ON EACH PAGE

YOU MUST READ AND SIGN THE RELEASE ON PAGES 5 – 6 AND SIGN ON PAGE 6. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

¹ The number of shares purchased or otherwise acquired of Dentsply Sirona common stock during the “90-day look-back period” from August 7, 2018 through November 2, 2018 are needed in order to balance your claim. NOTE that those shares are not eligible for a recovery in this Settlement.

PART III – ACKNOWLEDGMENTS AND RELEASE

A. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release Form under the terms of the Stipulation and Agreement of Settlement, dated March 12, 2025, described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Eastern District of New York with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action. 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 in the Action covering the same purchases/acquisitions or sales of Dentsply Intl. or Dentsply Sirona common stock and know of no other person having done so on my (our) behalf.

B. RELEASE AND WARRANTIES

1. I (We), on behalf of myself (ourselves) and my (our) heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever compromise, settle, release, resolve, relinquish, waive, and discharge each and every Released Plaintiffs' Claim (as defined in paragraph 39 of the Notice) against each and every one of the Defendants and the other Defendants' Releasees (as defined in paragraph 40 of the Notice), and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any or all of the Released Plaintiffs' Claims, including any Unknown Claims (as defined in paragraph 41 of the Notice), against any of the Defendants' Releasees.

2. I (We) hereby acknowledge that I (we) will not be entitled to receive recovery in any other action against any of the Defendants' Releasees based on or arising out of the Released Plaintiffs' Claims.

3. I (We) hereby warrant and represent that I am (we are) a Class Member as defined in the Notice, and that I (we) believe I am (we are) eligible to receive a distribution from the Net Settlement Fund under the terms and conditions of the Plan of Allocation, as set forth in the Notice.

4. I (We) hereby warrant and represent that I (we) have included information (including supporting documentation) about all of my (our) transactions in Dentsply Intl. or Dentsply Sirona common stock which occurred during the Class Period between December 8, 2015 and August 6, 2018, inclusive, and any sales of Dentsply Intl. or Dentsply Sirona common stock purchased or otherwise acquired during the Class Period and sold on or prior to the close of trading on November 2, 2018, as well as the number of shares of Dentsply Intl. or Dentsply Sirona common stock held by me (us) at the opening of trading on December 8, 2015 and the close of trading on November 2, 2018.

5. I (WE) UNDERSTAND AND INTEND THAT THE SIGNATURE BELOW REGARDING CERTAIN INFORMATION FOR THE INTERNAL REVENUE SERVICE CONCERNING BACKUP WITHHOLDING ALSO SERVES AS THE SIGNATURE VERIFYING THE INFORMATION AND REPRESENTATIONS IN THIS PROOF OF CLAIM.

6. This release shall be of no force or effect unless and until the Court approves the Settlement and it 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 matter released pursuant to this release or any other part or portion thereof.

8. I (We) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code. (Note: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the prior sentence.)

I declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied on this Proof of Claim and Release Form by the undersigned is true and correct.

Executed this ____ day of _____, in _____, _____.
(Month / Year) (City) (State/Country)

Signature of Claimant

Signature of Joint Claimant, if any

Print Name of Claimant

Print Name of Joint Claimant, if any

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

REMINDER CHECKLIST

1. Please sign the above release and acknowledgement.
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 supporting documentation. **DO NOT SEND ORIGINAL STOCK CERTIFICATES.**
5. Keep a copy of your Proof of Claim and Release Form and all supporting documentation for your records.
6. The Claims Administrator will acknowledge receipt of your Proof of Claim and Release Form within 60 days. Your claim is not deemed submitted until you receive an acknowledgment e-mail or postcard. If you do not receive an acknowledgment e-mail or postcard within 60 days of mailing your Proof of Claim and Release Form, please call the Claims Administrator toll free at (866) 217 - 4456
7. If you move, please send your new address to:
Dentsply Sirona Inc. Securities Litigation
c/o A.B. Data, Ltd.
info@DentsplySironaSecuritiesLitigation.com
(866) 217 - 4456
8. **Do not use red pen or highlighter** on the Proof of Claim and Release Form or supporting documentation.

EXHIBIT A-3

Exhibit A-3

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- x
IN RE DENTSPLY SIRONA, INC.
SECURITIES LITIGATION
----- x

18 Civ. 7253 (NG)(PK)

**SUMMARY NOTICE OF (I) PENDENCY OF CLASS ACTION
AND PROPOSED SETTLEMENT; (II) SETTLEMENT HEARING; AND
(III) MOTION FOR ATTORNEYS' FEES AND LITIGATION EXPENSES**

TO: All persons and entities who purchased or otherwise acquired the common stock of Dentsply International, Inc. ("Dentsply Intl.") or Dentsply Sirona, Inc. ("Dentsply Sirona") during the period from December 8, 2015 through August 6, 2018, inclusive (the "Class Period"), and who were damaged thereby (the "Settlement Class")¹:

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS WILL BE AFFECTED BY A CLASS ACTION LAWSUIT PENDING IN THIS COURT.

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Eastern District of New York (the "Court"), that the above-captioned securities class action (the "Action") is pending in the Court.

YOU ARE ALSO NOTIFIED that Lead Plaintiff Strathclyde Pension Fund ("Lead Plaintiff"), on behalf of itself and the Settlement Class, has reached a proposed settlement of the Action for **\$84,000,000** in cash (the "Settlement"). If approved, the Settlement will resolve all claims in the Action.

The Action involves allegations that Dentsply Sirona and certain of its senior officers and directors violated federal securities laws. Defendants² deny all allegations in the Action and deny any violations of the federal securities laws. Issues and defenses at issue in the Action included, among others, (i) whether Defendants made materially false statements or omissions; (ii) whether

¹ Certain persons and entities are excluded from the Settlement Class by definition, as are shares of Dentsply Sirona stock acquired by shareholders of Sirona Dental Systems, Inc. in the merger of Sirona and Dentsply Intl., as set forth in the full Notice of (I) Pendency of Class Action and Proposed Settlement; (II) Settlement Hearing; and (III) Motion for Attorneys' Fees and Litigation Expenses (the "Notice"), available at DentsplySironaSecuritiesLitigation.com.

² Capitalized terms not otherwise defined herein shall have the same meaning as in the Stipulation and Agreement of Settlement dated March 12, 2025 ("Settlement Agreement"). The Settlement Agreement can be viewed and/or obtained at DentsplySironaSecuritiesLitigation.com.

Defendants made the statements with the required state of mind; (iii) whether the alleged misstatements caused class members' losses; and (iv) the amount of damages, if any.

A hearing will be held on _____, **2025**, at **__:00 __.m.**, before the Honorable Nina Gershon of the United States District Court for the Eastern District of New York, in Courtroom _____ of the United States Courthouse, 225 Cadman Plaza East, Brooklyn, NY 11201, to determine: (i) whether the proposed Settlement should be approved as fair, reasonable, and adequate; (ii) whether, for purposes of the proposed Settlement only, the Action should be certified as a class action on behalf of the Settlement Class, Lead Plaintiff should be certified as Class Representative for the Settlement Class, and Lead Counsel should be appointed as Class Counsel for the Settlement Class; (iii) whether the Action should be dismissed with prejudice against Defendants, and the Releases specified and described in the Settlement Agreement (and in the Notice) should be granted; (iv) whether the proposed Plan of Allocation should be approved as fair and reasonable; and (v) whether Lead Counsel's application for an award of attorneys' fees and expenses should be approved.

If you are a member of the Settlement Class, your rights will be affected by the pending Action and the Settlement, and you may be entitled to share in the Net Settlement Fund. If you have not yet received the Notice and the Proof of Claim and Release Form ("Claim Form"), you may obtain copies of these documents by contacting the Claims Administrator at: *Dentsply Sirona Securities Litigation*, c/o A.B. Data Ltd., P.O. 173207, Milwaukee, WI 53217; (866) 217-4456; info@DentsplySironaSecuritiesLitigation.com. Copies of the Notice and Claim Form can also be downloaded from the Settlement website, DentsplySironaSecuritiesLitigation.com.

If you are a member of the Settlement Class, in order to be eligible to receive a payment from the Settlement, you must submit a Claim Form ***postmarked (if mailed) or online by no later than*** _____, **2025**. If you are a Settlement Class Member and do not submit a proper Claim Form, you will not be eligible to receive a payment from the Settlement, but you will nevertheless be bound by any judgments or orders entered by the Court in the Action.

If you are a member of the Settlement Class and wish to exclude yourself from the Settlement Class, you must submit a request for exclusion such that it is ***received no later than*** _____, **2025**, in accordance with the instructions set forth in the Notice. If you properly exclude yourself from the Settlement Class, you will not be bound by any judgments or orders entered by the Court in the Action and you will not be eligible to receive a payment from the Settlement.

Any objections to the proposed Settlement, the proposed Plan of Allocation, or Lead Counsel's motion for attorneys' fees and expenses must be filed with the Court and delivered to Lead Counsel and Defendants' Counsel such that they are ***received no later than*** _____, **2025**, in accordance with the instructions set forth in the Notice.

Please do not contact the Court, the Office of the Clerk of the Court, Defendants, or their counsel regarding this notice. All questions about this notice, the proposed Settlement, or your eligibility to participate in the Settlement should be directed to the Claims Administrator or Lead Counsel.

Requests for the Notice and Claim Form should be made to:

Dentsply Sirona Securities Litigation
c/o A.B. Data, Ltd.
P.O. Box 173027
Milwaukee, WI 53217

Tel: (866) 217-4456
info@DentsplySironaSecuritiesLitigation.com
DentsplySironaSecuritiesLitigation.com

Inquiries, other than requests for the Notice and Claim Form, should be made to Lead Counsel:

Michael Toomey
Barrack, Rodos & Bacine
3300 Two Commerce Square
2001 Market Street
Philadelphia, PA 19103
877-386-3304
settlements@barrack.com

By Order of the Court

EXHIBIT B

Exhibit B

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

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**IN RE DENTSPLY SIRONA, INC.
SECURITIES LITIGATION**

18 Civ. 7253 (NG)(PK)

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[PROPOSED] JUDGMENT APPROVING CLASS ACTION SETTLEMENT

WHEREAS, a consolidated securities class action is pending in this Court entitled *In re Dentsply Sirona, Inc. Securities Litigation*, Civil Action No. 18-7253-NG-PK (the “Action”);

WHEREAS, (a) Lead Plaintiff Strathclyde Pension Fund (“Lead Plaintiff”), on behalf of itself and the Settlement Class (defined below); and (b) Defendants Dentsply Sirona, Inc. (“Dentsply Sirona” or the “Company”) and Jeffrey T. Slovin, Bret W. Wise, Christopher T. Clark, Donald M. Casey, Ulrich Michel, Mark A. Thierer, Nicholas W. Alexos, Michael C. Alfano, Eric K. Brandt, Paula H. Cholmondeley, Michael J. Coleman, Willie A. Deese, William F. Hecht, Francis J. Lunger, John L. Miclot, and John C. Miles II (collectively, the “Individual Defendants,” and together with Dentsply Sirona, “Defendants,” and, together with Lead Plaintiff, the “Parties”) have entered into a Stipulation and Agreement of Settlement dated March 12, 2025 (“Settlement Agreement”), that provides for a complete dismissal with prejudice of the claims asserted against Defendants in the Action on the terms and conditions set forth in the Settlement Agreement, subject to the approval of this Court (the “Settlement”);

WHEREAS, unless otherwise defined in this Judgment, the capitalized terms herein shall have the same meaning as they have in the Settlement Agreement;

WHEREAS, by Order dated _____, 2025 (the “Preliminary Approval Order”), this Court: (a) found, pursuant to Rule 23(e)(1)(B) of the Federal Rules of Civil Procedure, that it

(i) would likely be able to approve the Settlement as fair, reasonable, and adequate under Rule 23(e)(2) and (ii) would likely be able to certify the Settlement Class for purposes of the Settlement; (b) ordered that notice of the proposed Settlement be provided to potential Settlement Class Members; (c) provided Settlement Class Members with the opportunity either to exclude themselves from the Settlement Class or to object to the proposed Settlement; and (d) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, due and adequate notice has been given to the Settlement Class;

WHEREAS, the Court conducted a hearing on _____, 2025 (the “Settlement Hearing”) to consider, among other things, (a) whether the terms and conditions of the Settlement are fair, reasonable, and adequate to the Settlement Class, and should therefore be approved; and (b) whether a judgment should be entered dismissing the Action with prejudice as against the Defendants; and

WHEREAS, the Court having reviewed and considered the Settlement Agreement, all papers filed and proceedings held herein in connection with the Settlement, all oral and written comments received regarding the Settlement, and the record in the Action, and good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. **Jurisdiction** – The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each of the Settlement Class Members.

2. **Incorporation of Settlement Documents** – This Judgment incorporates and makes a part hereof: (a) the Settlement Agreement filed with the Court on _____, 2025; and (b) the Notice and the Summary Notice, both of which were filed with the Court on _____, 2025.

3. **Class Certification for Settlement Purposes** – The Court hereby certifies, for the purposes of the Settlement only, the Action as a class action pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure on behalf of the Settlement Class consisting of all persons and entities who purchased or otherwise acquired the common stock of Dentsply Intl. or Dentsply Sirona from December 8, 2015 to August 6, 2018, inclusive (the “Class Period”), and who were damaged thereby. Excluded from the Settlement Class are Defendants and their families, and directors and officers of Dentsply Sirona and their families and affiliates. Also excluded from the Settlement Class are persons who would be members of the Settlement Class based solely on their acquisition of Dentsply Sirona common stock in exchange for shares of Sirona in connection with the Merger and, for the avoidance of doubt, those who would be members of the Settlement Class based solely on their acquisition of Dentsply Sirona common stock in the Merger in exchange for Dentsply Intl. common stock that they purchased or acquired prior to December 8, 2015. [Also excluded from the Settlement Class are the persons and entities listed on Exhibit 1 hereto who or which are excluded from the Settlement Class pursuant to request.]

4. **Settlement Class Findings** – For purposes of the Settlement only, the Court finds that each element required for certification of the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure has been met: (a) the members of the Settlement Class are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Settlement Class which predominate over any individual questions; (c) the claims of Lead Plaintiff in the Action are typical of the claims of the Settlement Class; (d) Lead Plaintiff and Lead Counsel have and will fairly and adequately represent and protect the interests of the Settlement Class; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the Action.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, the Court hereby certifies Lead Plaintiff as the Class Representative for the Settlement Class and appoints Lead Counsel Barrack, Rodos & Bacine as Class Counsel for the Settlement Class. The Court finds that Lead Plaintiff and Lead Counsel have fairly and adequately represented the Settlement Class both in terms of litigating the Action and for purposes of entering into and implementing the Settlement and have satisfied the requirements of Federal Rules of Civil Procedure 23(a)(4) and 23(g), respectively.

6. **Notice** – The Court finds that the dissemination of the Notice and the publication of the Summary Notice: (a) were implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action; (ii) the effect of the proposed Settlement (including the Releases to be provided thereunder); (iii) Lead Counsel’s motion for attorneys’ fees and Litigation Expenses; (iv) their right to object to any aspect of the Settlement, the Plan of Allocation, and/or Lead Counsel’s motion for attorneys’ fees and Litigation Expenses; (v) their right to exclude themselves from the Settlement Class; and (vi) their right to appear at the Settlement Hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended, and all other applicable law and rules.

7. **CAFA Notice** – The Court finds that the notice requirements set forth in the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, to the extent applicable to the Action, have been satisfied.

8. **Final Settlement Approval and Dismissal of Claims** – Pursuant to, and in accordance with, Rule 23(e)(2) of the Federal Rules of Civil Procedure, this Court hereby fully and finally approves the Settlement set forth in the Settlement Agreement in all respects (including, without limitation: the amount of the Settlement; the Releases provided for therein; and the dismissal with prejudice of the claims asserted against Defendants in the Action), and finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Settlement Class. Specifically, the Court finds that: (a) Lead Plaintiff and Lead Counsel have adequately represented the Settlement Class; (b) the Settlement was negotiated by the Parties at arm's length; (c) the relief provided for the Settlement Class under the Settlement is adequate taking into account the costs, risks, and delay of trial and appeal; the proposed means of distributing the Settlement Fund to the Settlement Class; and the proposed attorneys' fee award; and (d) the Settlement treats members of the Settlement Class equitably relative to each other. The Parties are directed to implement, perform, and consummate the Settlement in accordance with the terms and provisions contained in the Settlement Agreement.

9. The Action and all of the claims asserted against Defendants in the Action by Lead Plaintiff and the other Settlement Class Members are hereby dismissed with prejudice. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Settlement Agreement.

10. **Binding Effect** – The terms of the Settlement Agreement and of this Judgment shall be forever binding on Defendants, Lead Plaintiff, and all other Settlement Class Members (regardless of whether or not any individual Settlement Class Member submits a Claim Form or seeks or obtains a distribution from the Net Settlement Fund), as well as their respective successors and assigns. [The persons and entities listed on Exhibit 1 hereto are excluded from the Settlement

Class pursuant to request and are not bound by the terms of the Settlement Agreement or this Judgment.]

11. **Releases** – The Releases set forth in paragraphs 5 and 6 of the Settlement Agreement, together with the definitions contained in paragraph 1 of the Settlement Agreement relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

(a) Without further action by anyone, and subject to paragraph 12 below, upon the Effective Date of the Settlement, Lead Plaintiff and each of the other Settlement Class Members, 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 each and every Released Plaintiffs' Claim against each and every one of the Defendants and the other Defendants' Releasees, and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any or all of the Released Plaintiffs' Claims against any of the Defendants' Releasees, whether or not such Settlement Class Member executes and delivers the Proof of Claim and Release form, and whether or not such Settlement Class Member shares or seeks to share in the Settlement Fund. In addition, by operation of the Judgment as of the Effective Date, in exchange for the mutual releases and other consideration set forth herein, including full payment of the Settlement Amount by or on behalf of Defendants, the Action shall be dismissed with prejudice.

(b) Without further action by anyone, and subject to paragraph 12 below, upon the Effective Date of the Settlement, the Defendants, 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 each and every Released Defendants' Claim against Lead Plaintiff and the other Plaintiffs' Releasees, and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any or all of the Released Defendants' Claims against any of the Plaintiffs' Releasees.

12. Notwithstanding paragraphs 11(a) – (b) above, nothing in this Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Settlement Agreement or this Judgment.

13. **Rule 11 Findings** – The Court finds and concludes that the Parties and their respective counsel have complied in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure in connection with the institution, prosecution, defense, and settlement of the Action.

14. **No Admissions** – Defendants deny they have committed or intended to commit any wrongdoing or violations of law as alleged in any complaint in the Action, and maintain their conduct was at all times proper and in compliance with applicable provisions of law. Defendants further deny that they made any material misstatements or omissions, that they acted with the requisite state of mind, that any plaintiff has suffered any damages, or that any plaintiff was harmed by any conduct alleged in this Action or that could have been alleged therein. Nonetheless, Defendants have determined that it is desirable and beneficial to them that the Action be settled in the manner and upon the terms and conditions set forth herein solely to avoid the further expense, inconvenience, and burden of this Action, the distraction and diversion of personnel and resources, and to obtain the conclusive and complete dismissal or release of this Action and the Released Plaintiffs' Claims. This Judgment, the Term Sheet, the Settlement Agreement (whether or not

consummated or approved by the Court), and any discussions, negotiations, acts performed, proceedings, communications, drafts, documents, or agreements relating to this Judgment, the Term Sheet, the Settlement Agreement, the Settlement, and any matters arising in connection with them:

(a) shall not be offered or received against or to the prejudice of any of the Defendants' Releasees for any purpose other than in an action to enforce the terms of this Judgment, the Term Sheet, the Settlement Agreement, and the Settlement, and in particular do not constitute, and shall not be described as, construed as, or otherwise offered or received against any of the Defendants' Releasees as evidence of (or deemed to be evidence of) any admission, concession, or presumption by any of the Defendants' Releasees with respect to (i) the truth of any allegation in any complaint filed or which could have been filed in this Action; (ii) the validity of any claim that has been or could have been asserted in this Action or in any litigation or proceeding in any forum; (iii) the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation or proceeding in any forum; or (iv) any liability, damages, negligence, fault, or wrongdoing of any of the Defendants' Releasees whatsoever;

(b) shall not be offered or received against or to the prejudice of any of the Plaintiffs' Releasees for any purpose other than in an action to enforce the terms of this Judgment, the Term Sheet, the Settlement Agreement, and the Settlement, and in particular do not constitute, and shall not be described as, construed as, or otherwise offered or received against any of the Plaintiffs' Releasees as evidence of (or deemed to be evidence of) any presumption, concession, or admission by any of the Plaintiffs' Releasees that any of their claims are without merit, that any of the Defendants' Releasees had meritorious defenses, or that damages recoverable under the 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 Plaintiffs' Releasees; or

(c) shall not 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 Settlement Agreement is approved by the Court, the Parties and the Releasees and their respective counsel may refer to it to effectuate the protections from liability granted thereunder or otherwise to enforce the terms of the Settlement.

15. **Retention of Jurisdiction** – Without affecting the finality of this Judgment in any way, this Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of the administration, interpretation, implementation, and enforcement of the Settlement; (b) the disposition of the Settlement Fund; (c) any motion for an award of attorneys' fees and/or Litigation Expenses by Lead Counsel in the Action that will be paid from the Settlement Fund; (d) any motion to approve the Plan of Allocation; (e) any motion to approve the Class Distribution Order; and (f) the Settlement Class Members for all matters relating to the Action.

16. Separate orders shall be entered regarding approval of a plan of allocation and the motion of Lead Counsel for an award of attorneys' fees and Litigation Expenses. Such orders shall in no way affect or delay the finality of this Judgment and shall not affect or delay the Effective Date of the Settlement.

17. **Termination of Settlement** – If the Settlement is terminated as provided in the Settlement Agreement or the Effective Date of the Settlement otherwise fails to occur, this Judgment shall be vacated and rendered null and void, and shall be of no further force and effect, except as otherwise provided by the Settlement Agreement, and this Judgment shall be without

prejudice to the rights of Lead Plaintiff, the other Settlement Class Members, and Defendants, and the Parties shall revert to their respective positions in the Action as of January 30, 2025, as provided in the Settlement Agreement.

18. **Entry of Final Judgment** – There is no just reason to delay the entry of this Judgment as a final judgment in this Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this final judgment in this Action.

SO ORDERED this _____ day of _____, 2025.

The Honorable Nina Gershon
United States District Judge

Exhibit 1

[List of Persons and Entities Excluded from
the Settlement Class Pursuant to Request]