



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

GERALD J. ALSID, derivatively on)
behalf of STOKE THERAPEUTICS,)
INC.,)

Plaintiff,)

v.)

C.A. No. 2022-0966-LWW

EDWARD M. KAYE, SETH L.)
HARRISON, ARTHUR O.)
TZIANABOS, ADRIAN R. KRAINER,)
GARRY E. MENZEL, JULIE ANNE)
SMITH, ARTHUR A. LEVIN,)
JENNIFER C. BURSTEIN, and)
SAMUEL W. HALL,)

Defendants,)

and)

STOKE THERAPEUTICS, INC.,)
Nominal Defendant.)

STIPULATION OF COMPROMISE AND SETTLEMENT

This Stipulation of Settlement (the “Stipulation”) is entered into this 20th day of August, 2024, by and among Plaintiff Gerald J. Alsid (“Plaintiff”), individually and derivatively on behalf of Stoke Therapeutics, Inc. (“Stoke” or the “Company”); Defendants Edward M. Kaye, Seth L. Harrison, Arthur O. Tzianabos, Adrian R. Krainer, Garry E. Menzel, Julie Anne Smith, Arthur A. Levin, Jennifer C. Burstein, and Samuel W. Hall (collectively, the “Individual Defendants”); and Nominal

Defendant Stoke (collectively with the Individual Defendants, “Defendants”). Plaintiff and Defendants are collectively referred to herein as the “Settling Parties” and each individually as a “Settling Party.”¹

The Settling Parties intend this Stipulation to fully, finally, and forever compromise, resolve, discharge, and settle all Released Claims by the Releasing Parties upon the terms and conditions herein (the “Settlement”) and subject to the approval of the Court of Chancery of the State of Delaware (the “Court”) pursuant to Court of Chancery Rule 23.1.

I. RECITALS

WHEREAS, Stoke is a biotechnology company incorporated in Delaware and headquartered in Massachusetts dedicated to addressing the underlying cause of severe diseases by upregulating protein expression with RNA-based medicines;

WHEREAS, on March 25, 2022, Plaintiff served Stoke with a demand to inspect the Company’s books and records pursuant to 8 *Del. C.* § 220 in connection with the Company’s non-employee director compensation policies and practices for the years 2019, 2020 and 2021 (the “220 Demand”);

¹ All capitalized terms not otherwise defined are defined in Paragraph 1 herein.

WHEREAS, on June 6, 2022, Stoke produced documents to Plaintiff in response to the 220 Demand (the “220 Documents”) subject to the execution of a confidentiality agreement;

WHEREAS, the 220 Documents were comprised of roughly 126 pages of minutes and materials of the Company’s Board of Directors (the “Board”) and its Compensation Committee from 2019, 2020, and 2021 and included, *inter alia*, reports and analyses from the Board’s compensation consultant, Aon, PLC (“Aon”);

WHEREAS, on October 26, 2022, Plaintiff commenced this derivative action in this Court on behalf of Stoke against the Individual Defendants—current and former members of the Company’s Board—styled *Alsid v. Kaye et. al.*, C.A. No. 2022-0966-LWW (the “Action”) by filing a Verified Stockholder Derivative Complaint (the “Complaint”);

WHEREAS, the Complaint, which incorporated the 220 Documents, includes claims for breach of fiduciary duty, unjust enrichment, aiding and abetting breaches of fiduciary duty, and waste of corporate assets based upon allegations that during fiscal years 2019, 2020 and 2021, the Individual Defendants approved, awarded, and received excessive and improper compensation;

WHEREAS, following the commencement of the Action, counsel for the parties agreed to extend Defendants’ deadline for responding to the Complaint on three occasions;

WHEREAS, shortly after the filing of the Action, the Settling Parties engaged in arm's-length negotiations, through counsel, to attempt to reach a settlement of the claims asserted by Plaintiff in the Action, which did not immediately bear fruit;

WHEREAS, on March 13, 2023, Stoke and the Individual Defendants answered the Complaint;

WHEREAS, on May 2, 2023, Plaintiff served Defendants with Plaintiff's First Request for Documents and First Request for Interrogatories, as well as a Proposed Scheduling Order governing further proceedings;

WHEREAS, on May 9, 2023, Plaintiff served Stoke's compensation consultant, Aon, with a third-party Subpoena to produce documents and appear for a deposition;

WHEREAS, the Settling Parties continued to engage in settlement discussions, including through written correspondence, calls amongst counsel, and by way of Defendants' production of additional documents and information to Plaintiff;

WHEREAS, after multiple rounds of extensive arm's-length negotiations, the Settling Parties reached an agreement to settle all of the claims asserted in the Action upon the terms set forth;

WHEREAS, the Settlement reflects the results of the parties' negotiations, agreement as to which was only reached after arm's-length negotiations between the

Settling Parties who were all represented by counsel with extensive experience and expertise in stockholder derivative litigation;

WHEREAS, Plaintiff commenced the Action in good faith and continues to believe that his derivative claims have legal merit, and the entry by Plaintiff into this Stipulation is not an admission as to a lack of any merit of any derivative claims asserted or that could be asserted in the Action;

WHEREAS, Plaintiff and Plaintiff's Counsel also recognize and acknowledge the uncertain outcome and significant risk, expense, and length of continued proceedings necessary to prosecute the Action through trial and through possible appeals, and have considered, in particular, the expense of continued proceedings that could be borne by Stoke and the inherent problems of proof and possible defenses to the claims alleged in the Action;

WHEREAS, based upon Plaintiff's Counsel's evaluation, Plaintiff's Counsel has concluded that the Settlement is fair, adequate, and in the best interests of Stoke and Stoke's stockholders, and have agreed to settle the Action upon the terms and subject to the conditions set forth herein;

WHEREAS, each of the Individual Defendants has denied, and continues to deny, that he or she has committed any breach of duty, breached any other law, or engaged in any of the wrongful acts alleged in the Action; expressly maintains that he or she diligently and scrupulously complied with his or her fiduciary and other

legal duties, to the extent such duties exist; and further believes that the Action is without merit;

WHEREAS, the Defendants are entering into this Stipulation and the Settlement solely to eliminate the burden, expense, and uncertainties inherent in further litigation;

WHEREAS, the Company and its Board of Directors have determined that a settlement pursuant to the terms set forth in this Stipulation is fair and reasonable, that the Reforms confer substantial benefits on the Company, and that entering the Settlement and adopting the Reforms is advisable and in the best interests of, the Company and its stockholders; and

WHEREAS, the Settling Parties did not discuss the appropriateness or amount of attorneys' fees and expenses at any time prior to reaching agreement on the terms of the Settlement and Plaintiff's confirmation of the fairness of the settlement to the Company and its stockholders.

II. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by Plaintiff (individually on behalf of himself and derivatively on behalf of Stoke) and Defendants, each by and through their respective counsel, that, subject to the approval of the Court pursuant to Court of Chancery Rule 23.1, that in exchange for the good and valuable consideration set forth herein, the Released Claims shall be

and hereby are fully and finally compromised, settled, and released, and the Action shall be dismissed on the merits and with prejudice as to Defendants, upon the terms and subject to the conditions set forth herein:

DEFINITIONS

1. In addition to the terms defined elsewhere in this Stipulation, the following terms used in this Stipulation have the meanings specified below:

a. “Company Stockholders” means all individuals or entities who hold of record, or beneficially own, directly or indirectly, common stock of the Company as of the close of business on the date the Court enters the Scheduling Order substantially in the form attached hereto as Exhibit B (the “Scheduling Order”).

b. “Defendants’ Released Claims” means and includes any and all manner of claims, debts, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys’ fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies alleged in or referred to in the Action, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including Unknown Claims (as defined herein), whether based on state, local, foreign, federal, statutory, regulatory, common, or other law or rule, that are, have been, could have been, could now be

asserted through the date of the Settlement Hearing (as defined below), in the Action or in any other court, tribunal, or proceeding by Defendants' Releasees against any of Plaintiff's Releasees that are based upon or arise out of relate in any way to, or involve, directly or indirectly, the actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, disclosures, facts, practices, events, claims, or any other matters, things, or causes whatsoever, or any series thereof, that: (a) were alleged, asserted, set forth, claimed, embraced, involved, or referred to in, or related to, in each case, the Action, or (b) which could have been asserted against any of Plaintiff's Releasees regarding (i) the compensation paid to the directors of the Company in Fiscal Year ("FY") 2019, FY 2020, and FY 2021; (ii) the approval or receipt of compensation to the directors of the Company in FY 2019, FY 2020, or FY 2021; (iii) any disclosures made or not made with respect to the foregoing; and (iv) any operative facts, allegations, claims, or prayer for relief made in the Action, except for claims relating to the enforcement of the Settlement.

c. "Defendants' Releasees" means each of Defendants and each of their and Stoke's respective parents, subsidiaries, affiliates and controlling persons, and any current or former officer or director of any of the foregoing, and each of their respective past, present, or future family members, spouses, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributes, foundations, agents,

employees, fiduciaries, partners, partnerships, general or limited partners or partnerships, joint ventures, member firms, limited liability companies, corporations, divisions, affiliates, associated entities, stockholders, principals, officers, directors, managing directors, members, managing members, managing agents, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, attorneys (including all Defendants' counsel in this action), counsel, personal or legal representatives, accountants, insurers, co-insurers, reinsurers, and associates.

d. "Plaintiff's Counsel" means the law firms of Rigrodsky Law, P.A. and Moore, Kuehn, PLLC.

e. "Plaintiff's Released Claims" means and includes any and all manner of claims, debts, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature, or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including Unknown Claims (as

defined herein), whether based on state, local, foreign, federal, statutory, regulatory, common, or other law or rule, that are, have been, could have been, could now be, or in the future could, can, or might be asserted through the date of the Settlement Hearing (as defined below), in the Action or in any other court, tribunal, or proceeding by Plaintiff, any other Stoke stockholder, individually or derivatively on behalf of Stoke, or by Stoke directly, against any of Defendants' Releasees that are based upon, arise out of, relate in any way to, or involve, directly or indirectly, the actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, disclosures, facts, practices, events, claims, or any other matters, things, or causes whatsoever, or any series thereof, that: (a) were alleged, asserted, set forth, claimed, embraced, involved, or referred to in, or related to, in each case, the Action, or (b) which could have been asserted against any of Defendants' Releasees regarding (i) the compensation paid to the directors of the Company in FY 2019, FY 2020, and FY 2021; (ii) the approval or receipt of compensation to the directors of the Company in FY 2019, FY 2020, or FY 2021; (iii) any disclosures made or not made with respect to the foregoing; and (iv) any operative facts, allegations, claims, or prayer for relief made in the Action, except for claims relating to the enforcement of the Settlement.

f. "Plaintiff's Releasees" means each of (i) Plaintiff (both individually and derivatively on behalf of Stoke); (ii) Plaintiff's Counsel; (iii) each and every

Company Stockholder, and; (iv) Stoke, and each of their respective parents, subsidiaries, affiliates, controlling persons and any current or former officer or director of any of the foregoing, and each of their respective past, present, or future family members, spouses, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributes, foundations, agents, employees, fiduciaries, partners, partnerships, general or limited partners or partnerships, joint ventures, member firms, limited liability companies, corporations, divisions, affiliates, associated entities, stockholders, principals, officers, directors, managing directors, members, managing members, managing agents, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, attorneys (including all Plaintiff's counsel in this action), counsel, personal or legal representatives, accountants, insurers, co-insurers, reinsurers, and associates.

g. "Reforms" means the consideration referred to and identified in Paragraphs 2 through 7 of this Stipulation.

h. "Released Claims" means Plaintiff's Released Claims and Defendants' Released Claims.

i. "Releasing Parties" shall mean Plaintiff's Releasees and Defendants' Releasees.

j. “Settlement Hearing” means the hearing set by the Court to consider final approval of the Settlement.

k. “Unknown Claims” means any Released Claim(s) that Plaintiff or Defendants do not know of or suspect to exist in his, her, or its favor at the time of the release of the Released Claims, including without limitation those which, if known, might have affected the decision to enter into the Settlement. With respect to any and all Released Claims, the Settling Parties agree that upon the Effective Date (defined below), the Settling Parties expressly and all Releasing Persons shall be deemed to have waived the provisions, rights, and benefits conferred by or under California Civil Code section 1542, or any other law of the United States or any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to section 1542, which provides:

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

The Settling Parties acknowledge that they may hereafter discover facts in addition to or different from those now known or believed to be true by them, with respect to the subject matter of the Released Claims, but it is the intention of the Settling Parties to completely, fully, finally, and forever compromise, settle, release, discharge, and extinguish any and all Released Claims, known or unknown, suspect or unsuspected,

contingent or absolute, accrued or unaccrued, apparent or unapparent, which do now exist, or heretofore existed or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. The Settling Parties acknowledge that the foregoing waiver was separately bargained for and is a key element of this Stipulation of which this release is a part, and was relied upon by each and all of the Defendants in entering into the Settlement.

SETTLEMENT CONSIDERATION

2. The Company shall adopt the Non-Employee Director Compensation Policy (the “Director Compensation Policy”) attached as Exhibit A hereto governing the compensation to be received by each non-employee director of the Company, which policy shall be approved by the Board. The Director Compensation Policy shall reflect, at a minimum, the following:

a. Stoke’s equity award amounts per director and cash compensation amounts per position on the Board or any committee thereto will not exceed the 65th percentile of Stoke’s peer group as calculated by the Company’s outside compensation consultant. Each new director shall be entitled to receive a one-time equity award, the value of which shall be no greater than 2x the annual equity grant awarded in that year;

b. Initial and annual equity grants awarded to Stoke's non-employee directors shall only be issued in terms of value and shall be calculated at the time of the grant; and

c. The Board or Compensation Committee will annually retain an outside compensation consultant to conduct an analysis of non-employee director compensation at peer companies and annually review the peer group. The consultant will make recommendations to the Board or Compensation Committee concerning adjustments to the peer group and the levels of compensation paid to the Company's non-employee directors. The consultant shall assess the peer group annually and will select companies as peers which are: (a) operating in the same industry as the Company (by reference to GICS code or similar reasonable identities); and (b) similar in size to the Company based on market capitalization, revenues, or employees, as determined based on the advice of consultant and recognizing that similarity in size and industry may include a range in order to accurately capture the market for directors and officers.

3. Constituents of the peer group shall be limited to companies with market capitalizations 0.33-3x. If the consultant recommends removal of a peer company from the peer group for any reason, including if a peer company falls outside of the required market cap range, the peer shall be excluded from the peer group. This shall be reflected in the Director Compensation Policy.

4. The Company shall disclose in its annual proxy statements:
 - a. The constituents of the Company's peer group;
 - b. A reasonably detailed description of the methodology for determining and approving the Company's non-employee director compensation peer group, including financial and business metrics (such as market capitalization) used to select the peer group;
 - c. If an outside compensation consultant was retained, the identity of the compensation consultant and any formal recommendation made by the compensation consultant;
 - d. Its Director Compensation Policy (this disclosure may be made in the Company's other public filings instead of the proxy statement as appropriate);
 - e. Any compensation paid to the Company's non-employee directors outside of its director compensation policy; and
 - f. The 65% peer group percentile cap on total compensation.
5. The Company's outside compensation consultant shall review and confirm the accuracy of the director compensation metrics to be reported in the Company's annual proxy statement filings.
6. The Board agrees to be bound and implement the Reforms detailed herein within (10) business days of Final Court Approval (as defined below).

7. The Company shall maintain the Reforms set forth in Paragraphs 2 through 5 for a period of five (5) years.

8. Defendants and the Company acknowledge that the 220 Demand, the Action, and Plaintiff's efforts in connection therewith caused the Company to adopt, implement and maintain the Reforms, and that the Reforms confer substantial benefits on the Company. Defendants and the Company also acknowledge that they were aware of the 220 Demand when the Board approved the compensation that was paid to Stoke's directors in 2022.

RELEASE OF CLAIMS

9. Effective upon Final Court Approval (as defined below):

a. The Plaintiff's Releasees shall fully, finally, and forever release and discharge each and all of the Defendants' Releasees from any and all of Plaintiff's Released Claims; and

b. The Defendants' Releasees shall fully, finally, and forever release and discharge each and all of the Plaintiff's Releasees from any and all of Defendants' Released Claims.

10. The contemplated releases are not intended to release and shall not be deemed to release any rights or obligations of the Settling Parties created by this Stipulation.

CONDITIONS OF THE SETTLEMENT

11. This Stipulation shall be terminated, and shall be null and void and of no force and effect, unless otherwise agreed to by the Settling Parties pursuant to the terms hereof, if (i) either Settling Party exercises a right to terminate the Settlement pursuant to the terms of the Stipulation; or (ii) the Settlement does not obtain Final Court Approval (as defined below). If this Stipulation is terminated, the Stipulation and the Settlement shall be void and of no effect, and the Stipulation shall not be deemed to prejudice in any way the positions of any of the Settling Parties in the Action. In such event, and consistent with the applicable evidentiary rules, neither the Stipulation, nor its contents, nor the existence thereof, shall be admissible in evidence or shall be referred to for any purpose in the Action or in any other proceeding, except in connection with any claim for breach of the Stipulation or as otherwise specifically provided herein.

12. The Settlement shall be null and void and of no force and effect if the terms of the Settlement, except for the attorneys' fees application submitted in accordance with Paragraph 19 of this Stipulation, does not receive Final Court Approval (as defined below), in which case the Parties shall revert back to litigating the Action. For the avoidance of doubt, the Settling Parties agree that court approval of the attorneys' fees application is not a condition precedent to the Settlement or Final Court Approval.

13. In the event that any final injunction, decision, order, judgment, determination or decree is entered or issued by any court or governmental entity prior to Final Court Approval (as defined below) of the Stipulation and the Settlement that would make consummation of the Settlement in accordance with the terms of the Stipulation unlawful or that would restrain, prevent, enjoin, or otherwise prohibit consummation of the Settlement, the Settling Parties each reserve the right to withdraw from and to terminate the Settlement. In addition, in the event that any preliminary or temporary injunction, decision, order, determination, or decree (an “Interim Order”) is entered or issued by any court or governmental entity prior to Final Court Approval (as defined below) of the Stipulation and the Settlement that would restrain, prevent, enjoin, or otherwise prohibit consummation of the Settlement, then, notwithstanding anything herein to the contrary, the Settling Parties shall have no obligation to consummate the Settlement unless and until such Interim Order expires or is terminated or modified in a manner such that consummation of the Settlement in accordance with the terms of the Stipulation would no longer be restrained, prevented, enjoined, or otherwise prohibited.

14. The Settlement shall be conditional upon (i) entry of an Order and Final Judgment in the form attached as Exhibit D, which shall release the Released Claims and (ii) the Order and Final Judgment becoming Final (as defined below) (“Final Court Approval”).

15. Nothing in this Stipulation or the Settlement shall authorize, restrict, or limit the power and ability of the Board from making future grants of equity to any officer, director, or employee of the Company, or otherwise providing compensation to any officer, director, or employee of the Company, including the Defendants, except as set forth in Reforms and the Director Compensation Policy. All Settling Parties reserve all rights with respect to any future awards of equity or other compensation to any officer, employee, or director of the Company.

SUBMISSION AND APPLICATION TO THE COURT

16. As soon as practicable upon execution of the Stipulation, Plaintiff's Counsel shall submit the Stipulation together with its Exhibits to the Court and the Settling Parties shall apply jointly for entry of a Scheduling Order substantially in the form attached as Exhibit B, providing for, among other things: (i) approval of the form and content of notice to Company Stockholders substantially in the form attached hereto as Exhibit C (described further below); (ii) staying all further proceedings in the Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement; (iii) barring and enjoining Plaintiff, and all Company Stockholders from commencing or prosecuting any action asserting either directly, derivatively or in any other capacity, any Released Claims and (iv) setting a date for the Settlement Hearing. At the Settlement Hearing, the

Parties shall jointly request that the Order and Final Judgment be entered substantially in the form attached as Exhibit D (described further below).

NOTICE

17. Notice to Company Stockholders shall consist of the Notice of Pendency of Settlement of Derivative Action, Settlement Hearing and Right to Appear (the “Notice”), substantially in the form attached hereto as Exhibit C, and shall be provided to Company Stockholders as follows: within ten (10) business days after the entry of the Scheduling Order, Stoke shall mail the Notice to all record stockholders of Stoke at their respective addresses currently set forth in Stoke’s stock records. In addition, the Company shall use reasonable efforts to give notice to all beneficial owners of Stoke’s stock by (a) filing a Form 8-K with the Securities and Exchange Commission (“SEC”) that discloses the Settlement and attaches the Notice as an exhibit, and (b) posting a copy of the Notice on the Company’s website. Stoke or its insurer(s) shall cause to be paid all costs and expenses incurred in providing the Notice. At least ten (10) business days prior to the Settlement Hearing, Defendants shall serve on counsel in the Action and file with the Court an appropriate affidavit with respect to the preparation, mailing, and public disclosure of the Notice in the manner set forth herein. The Settling Parties believe the content and manner of the Notice constitutes adequate and reasonable notice to Stoke stockholders pursuant to applicable law and due process.

FINAL COURT APPROVAL

18. The “Effective Date” of the Settlement shall be the first date by which the Court has entered the Order and Final Judgment and such Order and Final Judgment has become Final. “Final” shall mean that (i) if no appeal is filed, the expiration date of the time for filing or noticing of any appeal of the Order and Final Judgment; or (ii) if there is an appeal from the Order and Final Judgment, the date of final dismissal or final affirmance of all such appeals. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to attorneys’ fees or expenses shall not in any way delay or preclude the Order and Final Judgment from becoming Final. If the Court approves the Settlement, the Settling Parties shall promptly request that the Court enter the proposed Order and Final Judgment, substantially in the form attached hereto as Exhibit D.

ATTORNEYS’ FEES, AND EXPENSES

19. Defendants acknowledge and agree that Plaintiff’s Counsel is entitled to a fee award in connection with the Settlement. Subject to the terms and conditions of the Stipulation and any Order of the Court, Stoke has agreed to pay an award of attorneys’ fees and expenses to Plaintiff’s Counsel in an amount of \$415,000 (the “Fee and Expense Amount”) subject to approval by the Court or the Delaware Supreme Court. Defendants agree not to contest Plaintiff’s application for the

agreed Fee and Expense Amount (the “Fee and Expense Application”). Plaintiff’s Counsel may apply for attorneys’ fees and expenses only in the Court and shall make no application for attorneys’ fees or expenses in any other jurisdiction.

20. Within ten (10) business days after the Court enters an order or orders awarding attorneys’ fees and expenses to Plaintiff’s Counsel in connection with the Fee and Expense Application, Defendants shall cause Plaintiff’s Counsel to be paid any such attorneys’ fees and expenses (the “Fee Award”). Payments are subject to Plaintiff’s Counsel’s timely provision, in writing, of the requisite payment information, including wire instructions and a signed Form W-9 reflecting a valid taxpayer identification number for the account into which the Fee Award is to be deposited. The Fee Award shall be payable to Plaintiff’s Counsel notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, or the non-occurrence of the Effective Date, subject to an obligation to refund the Fee Award within ten (10) business days if the Fee Award is reversed, vacated or modified on appeal or by collateral attack.

21. Any failure of the Court to approve a request for the Fee and Expense Amount in whole or in part shall not affect the remainder of the Settlement.

22. No fees or expenses shall be paid to Plaintiff’s Counsel pursuant to the Settlement in the absence of approval by the Court of a complete release of all

Released Parties, substantially in the form of Paragraph 9 herein. This paragraph shall be immediately binding on the Settling Parties.

23. Except as provided in this Stipulation, Defendants' Releasees shall bear no other expenses, costs, damages, or fees alleged or incurred by any of Plaintiff's Counsel, or by any of Plaintiff's attorneys, experts, advisors, agents, or representatives in connection with the Settled Claims or the Settlement. Plaintiff Releasees shall bear no expenses, costs, damages, or fees alleged or incurred by any Defendant, or by any Party's attorneys, experts, advisors, agents, or representatives in connection with the Settled Claims or the Settlement.

24. Plaintiff's Counsel may seek an incentive service award (the "Service Award") for Plaintiff of up to \$1,500, in connection with his role in the litigation and in creating a benefit for the Company and its shareholders. The Service Award shall be paid out of the portion of the Fee Award awarded in connection with the Fee and Expense Application. Defendants shall not contest the Service Award.

TERMINATION

25. In the event that the Settlement is terminated pursuant to the terms of the Stipulation or the Effective Date of the Settlement otherwise fails to occur, then: (i) this Stipulation, and the Settlement, including, but not limited to, the releases under Paragraphs 1.b, 1.e and 9 above, shall be null and void; (ii) the fact of the Settlement shall not be admissible in any trial of the Action; (iii) the Settling Parties

shall revert back to litigating the Action; and (iv) the Settling Parties shall proceed in all respects as if the Stipulation and any related orders had not been entered.

ENTIRE AGREEMENT

26. This Stipulation and the Exhibits constitute the entire agreement among the Settling Parties with respect to the subject matter hereof and supersede all written or oral communications, agreements or understandings that may have existed prior to the execution of this Stipulation. No representations, warranties, or statements of any nature whatsoever, whether written or oral, have been made to or relied upon by any Settling Party concerning this Stipulation or its Exhibits, other than the representations, warranties, and covenants expressly set forth in such documents.

CONSTRUCTION

27. This Stipulation shall be construed in all respects as jointly drafted and shall not be construed, in any way, against any Party on the ground that the Party or its counsel drafted this Stipulation.

28. Headings have been inserted for convenience only and will not be used in determining the terms of this Stipulation.

GOVERNING LAW: CONTINUING JURISDICTION

29. This Stipulation and the Settlement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to Delaware's principles governing choice of law. The Settling Parties irrevocably and

unconditionally (i) consent to submit to the sole and exclusive jurisdiction of the Court arising out of or relating in any way to the Stipulation or the Settlement; (ii) agree that any dispute arising out of or relating in any way to the Stipulation or the Settlement shall not be litigated or otherwise pursued in any forum or venue other than any such court; (iii) waive any objection to the laying of venue of any such litigation in any such court; (iv) agree not to plead or claim in any such court that such litigation brought therein has been brought in any inconvenient forum; and (v) expressly waive any right to demand a jury trial as to any such dispute.

AMENDMENTS

30. This Stipulation may be modified or amended only by a writing, signed by the Settling Parties (or their duly authorized counsel), that refers specifically to this Stipulation.

SETTLEMENT NOT AN ADMISSION

31. The provisions contained in the Settlement or this Stipulation shall not be deemed a presumption, concession, or admission by any Settling Party to this Stipulation of any fault, liability, wrongdoing, or any infirmity or weakness of any claim or defense, as to any facts or claims (including the Released Claims) that have been or might be alleged or asserted in the Action, or any other action or proceeding that has been, will be, or could be brought, and shall not be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any person

in the Action, or in any other action or proceeding, whether civil, criminal, or administrative, for any purpose other than as permitted by applicable court rules and rules of evidence.

REASONABLE BEST EFFORTS

32. The Settling Parties and their respective counsel agree to cooperate fully with one another in seeking the Court's approval of this Stipulation and the Settlement, and to use their reasonable best efforts to effect, take or cause to be taken all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable laws, regulations and agreements to consummate and make effective, as promptly as practicable, this Stipulation and the Settlement (including but not limited to, using their best efforts to resolve any objections raised to the Settlement) and the dismissal of the Action with prejudice and without costs, fees or expenses to any party (except as provided for by Paragraphs 19 and 20).

BINDING EFFECT

33. This Stipulation shall be binding upon and inure to the benefit of the Settling Parties and their respective agents, executors, heirs, successors, and assigns.

COUNTERPARTS

34. This Stipulation may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original but all of which together shall constitute one and the same instrument.

AUTHORITY

35. This Stipulation will be executed by counsel for each of the Settling Parties, each of whom represent and warrant that they have the authority from their client(s) to enter into this Stipulation and bind their clients hereto.

OWNERSHIP OF SHARES; NON-ASSIGNMENT OF CLAIMS

36. Plaintiff represents and warrants that he has been a stockholder of Stoke common stock at all relevant times and that he shall continue to hold such stock in Stoke through the Effective Date. Plaintiff further represents that he has not assigned the claims asserted in the Action, or any of the Plaintiff's Released Claims, to any person.

NO WAIVER

36. Any failure by any Settling Party to insist upon the strict performance by any other Settling Party of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and such Settling Party, notwithstanding such failure, shall have the right thereafter to insist on the strict performance of any and all of the provisions of this Stipulation to be performed by such other Settling Party. No waiver, express or implied, by any Settling Party of any breach or default in the performance by the other Settling Party of its obligations under this Stipulation shall be deemed or construed to be a waiver of any other breach, whether prior, subsequent, or contemporaneous, under this Stipulation.

NOTICE

37. Any notice, request, instruction, correspondence or other document to be given hereunder by any Party to another shall be in writing and delivered by e-mail and/or overnight (excluding Saturday and Sunday) delivery service as follows:

To the Company:

Susan W. Waesco (#4476)
Kirk C. Andersen (#7156)
MORRIS, NICHOLS, ARSHT & TUNNELL LLP
1201 N. Market Street, 16th Floor
Wilmington, DE 19801
(302) 658-9200

To Plaintiff:

Seth D. Rigrotsky (#3147)
Gina M. Serra (#5387)
Herbert Mondros (#3308)
RIGRODSKY LAW, P.A.
1007 North Orange Street, Suite 453
Wilmington, DE 19801
(302) 295-5310

IN WITNESS WHEREOF, the undersigned Settling Parties, by and through their respective counsel, have executed this Stipulation as of the date set forth above.

RIGRODSKY LAW, P.A.

/s/ Herbert Mondros

Seth D. Rigrotsky (#3147)
Gina M. Serra (#5387)
Herbert Mondros (#3308)
1007 North Orange Street, Suite 453
Wilmington, DE 19801
(302) 295-5310

OF COUNSEL:

MOORE KUEHN, PLLC
Justin Kuehn
30 Wall Street, 8th Floor
New York, NY 10005
(212) 709-8245

Attorneys for Plaintiff

MORRIS, NICHOLS, ARSHT &
TUNNELL LLP

/s/ Susan W. Waesco

Susan W. Waesco (#4476)
Kirk C. Andersen (#7156)
1201 N. Market Street
Wilmington, DE 19801
(302) 658-9200

OF COUNSEL:

Felix S. Lee
FENWICK & WEST LLP
801 California Street
Mountain View, CA 94041
(650) 988-8500

Catherine D. Kevane
FENWICK & WEST LLP
555 California Street
San Francisco, CA 94104
(415) 875-2300

Attorneys for Defendants

August 20, 2024



STOKE THERAPEUTICS, INC.
Non-Employee Director Compensation Policy
Approved as of [DATE], 2024 (the “Approval Date”)

Each member of the Board of Directors (the “**Board**”) of Stoke Therapeutics, Inc. (the “**Company**”) who is a non-employee director of the Company (each such member, a “**Non-Employee Director**”) will receive the compensation described in this Non-Employee Director Compensation Policy (the “**Policy**”) for his or her Board service. The Board and its Compensation Committee shall adhere to the Policy in approving and awarding Non-Employee Director compensation. The Company’s Compensation Consultant (defined below) shall be provided a copy of the Policy.

This Policy may be further amended or terminated at any time in the sole discretion of the Board, except for certain requirements that may not be amended or terminated before December 31, 2029 (the “**Restriction Period**”), as indicated herein.

A Non-Employee Director may decline all or any portion of his or her compensation by giving notice to the Company prior to the date cash is to be paid or equity awards are to be granted, as the case may be.

Role of Compensation Consultant

The Board or the Compensation Committee of the Board (the “**Compensation Committee**”) shall retain an independent compensation consultant (the “**Compensation Consultant**”) on an annual basis to conduct an analysis of Non-Employee Director compensation at peer companies and annually review the Company’s peer group for purposes of assessing Non-Employee Director compensation (the “**Peer Group**”). The Compensation Consultant will make recommendations to the Board or Compensation Committee concerning adjustments to the Peer Group and the levels of compensation paid to the Company’s Non-Employee Directors. The consultant shall assess the Peer Group annually and will select companies as peers which are: (a) operating in the same industry as the Company (by reference to GICS code or similar reasonable identities); (b) similar in size to the Company based on market capitalization, revenues, or employees, as determined based on the advice of the Compensation Consultant and recognizing that similarity in size and industry may include a range in order to accurately capture the market for directors; (c) have a market capitalization between .33 and 3 times the market capitalization of the Company as of the date of selection. If the Compensation Consultant recommends removal of a company from the Peer Group for any reason, including if a company falls outside of the required market capitalization range, that company shall be excluded from the Peer Group at such time the Peer Group is approved for that year. The requirements set forth in this “Role of Compensation Consultant” section shall apply through the Restriction Period.

Cash Compensation

As of the Approval Date, cash compensation payable to each Non-Employee Director shall consist of the following annual fees, which shall be paid quarterly and shall be pro-rated for partial quarters served.

- General Board Service Fee: \$40,000

- Non-Executive Chairman Fee: \$30,000
- Committee Chair Service Fee (in addition to General Board Service Fee; in lieu of Non- Chair Committee Member Service Fee set forth below):
 - Audit Committee chair: \$15,000
 - Compensation Committee chair: \$10,000
 - Nominating and Governance Committee chair: \$10,000
- Non-Chair Committee Member Service Fee (in addition to General Board Service Fee; not in addition to Committee Chair Service Fee):
 - Audit Committee member: \$7,500
 - Compensation Committee member: \$5,000
 - Nominating and Governance Committee member: \$5,000

During the Restriction Period, the cash compensation paid to the Non-Employee Directors shall each not exceed the 65th percentile of Company’s Peer Group for the year in which the compensation is approved and determined at the time the Board approves annual Non-Employee Director compensation.

Equity Compensation

Each Non-Employee Director will be eligible to receive either stock options to purchase shares of the Company’s common stock (“**Options**”) or restricted stock units to acquire shares of the Company’s common stock (“**RSUs**” and together with Options, “**Awards**”) under the Company’s 2019 Equity Incentive Plan (the “**Equity Plan**”) or any successor equity incentive plan as described below for service on the Board, with the amounts and terms of such equity compensation to be determined by the Board on an annual basis. During the Restriction Period, the Awards shall be calculated at the time of the grant and granted in terms of a designated Value (as defined below) and not a fixed number of shares.

Equity Compensation – Initial Award

Any Non-Employee Director of the Board being newly appointed to the Board will receive an Award to acquire a number of shares determined based on a Value (as defined below) designated by the Board (such award, the “**Initial Award**”) under the Equity Plan (unless the Board affirmatively determines that any Non-Employee Directors shall not receive an Initial Award under this Policy).

As of the Approval Date, the Initial Award shall consist of an Option to acquire such number of shares of the Company’s common stock calculated based on a Value equal to 2x the Value of the Annual Award (defined below), on the date the Initial Award is granted (the “**Initial Award Grant Date**”).

“**Value**” (for the purposes of determining the number shares that will be subject to an Award under the Policy) means the grant date fair value of the Award determined in accordance with ASC 718.

As of the Approval Date, the Initial Award shall vest as to 1/12th of the total shares on each quarterly anniversary of the Initial Award Grant Date, such that the grant will become fully vested and exercisable on the three-year anniversary of the Initial Award Grant Date, so long as the Non-Employee Director continues to provide Service (as defined in the Equity Plan) to the Company through any given vesting date. If a Non-Employee Director's Service ends on the date of vesting, then the vesting shall be deemed to have occurred.

The Initial Award shall accelerate in full upon the consummation of a Corporate Transaction (as defined in the Equity Plan), subject to the applicable Non-Employee Director's continued Service to the Company as of immediately prior to such Corporate Transaction.

Equity Compensation – Annual Award

On the date of each annual meeting of the Company's stockholders (the "**Annual Meeting**"), each Non-Employee Director who is serving on the Board prior to, and will continue to serve on the Board following, the Annual Meeting will receive an Award to acquire a number of shares determined based on a Value (as defined below) designated by the Board (such award, the "**Annual Award**") under the Equity Plan. During the Restriction Period, the Annual Award shall not exceed the 65th percentile of the Company's Peer Group for the year in which the compensation is approved and determined at the time the Board approves annual Non-Employee Director compensation.

As of the Approval Date, the Annual Award shall consist of an Option to acquire such number of shares of the Company's common stock calculated based on a Value of \$86,000 on the Annual Award Grant Date (as defined below).

The Annual Award will automatically be granted on the date of the Annual Meeting of the Company's stockholders (the "**Annual Award Grant Date**").

As of the Approval Date, the Annual Award shall vest on the earlier of (i) the one-year anniversary of the Annual Award Grant Date and (ii) the date of the next Annual Meeting, in each case, so long as the Non-Employee Director continues to provide Service to the Company through such date. If a Non-Employee Director's Service ends on the date of vesting, then the vesting shall be deemed to have occurred.

The Annual Award shall accelerate in full upon the consummation of a Corporate Transaction (as defined in the Equity Plan), subject to the applicable Non-Employee Director's continued Service to the Company as-of immediately prior to such Corporate Transaction.

Compensation Limit

Notwithstanding any other provision of this Policy to the contrary, in no event will the total amount of compensation payable to any Non-Employee Director exceed the limits set forth in Section 13(a) of the Equity Plan.



GRANTED WITH MODIFICATIONS

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

GERALD J. ALSID, derivatively on)
behalf of STOKE THERAPEUTICS,)
INC.,)
)
Plaintiff,)

v.) C.A. No. 2022-0966-LWW

EDWARD M. KAYE, SETH L.)
HARRISON, ARTHUR O.)
TZIANABOS, ADRIAN R. KRAINER,)
GARRY E. MENZEL, JULIE ANNE)
SMITH, ARTHUR A. LEVIN,)
JENNIFER C. BURSTEIN, and)
SAMUEL W. HALL,)
)
Defendants,)

and)

STOKE THERAPEUTICS, INC.,)
)
Nominal Defendant.)

**[PROPOSED] SCHEDULING ORDER WITH RESPECT TO NOTICE
AND SETTLEMENT HEARING**

WHEREAS, a Stipulation and Agreement of Compromise, Settlement and Release (the “Stipulation”)¹ has been entered into as of August 20, 2024, by and among Gerald J. Alsid (“Plaintiff”), individually and derivatively on behalf of Stoke Therapeutics, Inc. (“Stoke” or the “Company”); Defendants Edward M. Kaye, Seth

¹ The capitalized terms used in this Scheduling Order shall have the same meanings as they have in the Stipulation (certain of which are repeated here for ease of reference only).

L. Harrison, Arthur O. Tzianabos, Adrian R. Krainer, Garry E. Menzel, Julie Anne Smith, Arthur A. Levin, Jennifer C. Burstein, and Samuel W. Hall (collectively, the “Individual Defendants”); and Nominal Defendant Stoke (collectively with the Individual Defendants, “Defendants”); and

WHEREAS, the Stipulation sets forth the terms and conditions for the proposed Settlement and dismissal with prejudice of the Action, subject to review and approval by this Court pursuant to Court of Chancery Rule 23.1 upon notice to the current record holders of shares of the Company’s common stock as of the date of entry of this Scheduling Order (the “Notice Record Date”);

NOW, upon consent of Plaintiff and Defendants (the “Parties”), after review and consideration of the Stipulation filed with the Court and the Exhibits annexed thereto, and after due deliberation,

IT IS HEREBY ORDERED this ___ day of _____, 20__, that:

1. A hearing (the “Settlement Hearing”) shall be held on October 28, 2024 at 11:00 a.m., at the Court of Chancery Courthouse, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, or via a remote proceeding such as Zoom or by telephone, to:

a) determine whether the proposed Settlement, on the terms and conditions provided for in the Stipulation, should be approved as fair, reasonable and adequate;

b) determine whether the Court should finally approve the Stipulation and enter the Order and Final Judgment as provided in the Stipulation and dismiss the Action with prejudice, thereby extinguishing and releasing the Released Claims;

c) determine whether the Court should approve Plaintiff's Counsel's Fee and Expense Application;

d) determine whether and in what amount a Service Award should be paid to Plaintiff from the Fee Award;

e) hear and determine any objections to the Settlement, Plaintiff's Counsel's Fee and Expense Application, and/or the requested Service Award to Plaintiff; and

f) determine any other matters the Court may deem appropriate.

2. The Court reserves the right to adjourn the Settlement Hearing or any adjournment thereof, including the consideration of Plaintiff's Fee and Expense Application, request for a Service Award to Plaintiff, without further notice of any kind other than oral announcement at the Settlement Hearing or any adjournment thereof, or a notation on the docket in the Action.

3. The Court reserves the right to approve the Settlement at or after the Settlement Hearing with such modification(s) as may be consented to by the Parties and without further notice to the current stockholders of the Company. Further, the

Court may render its Order and Final Judgment, and order payment of attorneys' fees (including expenses), all without further notice to the current stockholders of the Company.

4. Within ten (10) business days after the entry of this Scheduling Order, the Company shall cause a notice of the Settlement Hearing in substantially the form annexed as Exhibit C to the Stipulation (the "Notice") to be mailed by U.S. Mail, First Class, postage pre-paid (or by more expedient means) to the record holders of shares of the Company's common stock as of the Notice Record Date, at their last known addresses on record with the Company or its transfer agent. All stockholders of record who hold shares of the Company's common stock on behalf of beneficial owners and who receive the Notice shall be requested to forward the Notice promptly to such beneficial owners. Defendants shall cause to be paid all costs and expenses incurred in providing Notice of the Settlement as provided in this Order and the Stipulation ("Notice Costs"), and in no event shall Plaintiff, the Releasing Parties, or any other Company stockholder, or their attorneys be responsible for any such Notice Costs.

5. No later than fourteen (14) calendar days after entry of this Scheduling Order, the Company shall use reasonable efforts to give notice to all beneficial owners of Stoke's stock by: (a) filing a Form 8-K with the SEC that discloses the

Settlement and attaches the Notice as an exhibit, and (b) posting on its website a copy of the Stipulation and Exhibits, including the Notice.

6. The Court approves the Notice, in form and content, and finds that mailing and distribution of the Notice substantially in the manner and form set forth herein meets the requirements of Court of Chancery Rule 23.1, due process, and applicable law, and that the form and method of notice herein is the best notice practicable under the circumstances and constitutes due and sufficient notice of the Settlement Hearing to all persons entitled to receive such a notice. Counsel for the Company shall, at least fourteen (14) calendar days before the Settlement Hearing, file with the Court an appropriate affidavit with respect to the preparation and mailing of the Notice and compliance with paragraphs 4 and 5.

7. Until the earlier of receipt of the Order and Final Judgment or an order of the Court substantially denying or declining to approve the Settlement in accordance with the Stipulation, the Releasing Parties, or any individual, are barred and enjoined to the maximum extent permitted under law from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any action asserting any of the Released Claims, either directly, representatively, derivatively or in any other capacity, against any of the Releasing Parties. The Parties agree to use their best efforts to prevent, stay, seek dismissal of, or oppose entry of any interim or final relief in favor of any of the Releasing Parties

in any other litigation against any of the Releasing Parties that challenges the Settlement or brings claims, the release of which are contemplated by this Stipulation.

8. As set forth in the Notice, any current stockholder that continues to own such share of the Company's stock as of the date of the Settlement Hearing who objects to the Settlement, the proposed Order and Final Judgment to be entered, Plaintiff's Fee and Expense Application and request for a Service Award, or who otherwise wishes to be heard (each, an "Objector"), may appear in person or by his, her, or its attorney at the Settlement Hearing and present any evidence or argument that may be proper and relevant; provided, however, that no Objector shall be heard or entitled to contest the approval of the terms and conditions of the Settlement, or, if approved, the Order and Final Judgment to be entered thereon, or any allowance of fees and expenses to Plaintiff's Counsel or incentive award to Plaintiff, or otherwise be heard with respect to the matters considered at the Settlement Hearing, unless he, she, or it has, no later than twenty (20) calendar days before the Settlement Hearing (unless the Court in its discretion shall thereafter otherwise direct, upon application of such person and for good cause shown), filed with the Register in Chancery, Court of Chancery Courthouse, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, the following: (a) proof of ownership of the Company's stock as of the Notice Record Date and continuously

to the present; (b) a written and signed notice of the Objector's intention to appear, which states the name, address and telephone number of the Objector and, if represented, his, her, or its counsel; (c) a detailed statement of the objections to any matter before the Court; and (d) a detailed statement of all of the grounds thereon and the reasons for the Objector's desire to appear and to be heard, as well as all documents or writings which the Objector desires the Court to consider. Any such filings with the Court must also be served upon each of the following counsel (by e-service, hand, or overnight mail) such that they are received no later than twenty (20) calendar days prior to the Settlement Hearing:

Seth D. Rigrotsky (#3147)
Gina Sera (#5387)
Herbert Mondros (#3308)
RIGRODSKY LAW, P.A.
1007 North Orange Street, Suite 453
Wilmington, DE 19801
(302) 295-5310

Attorneys for Plaintiff

Susan W. Waesco (#4476)
Kirk C. Andersen (#7156)
MORRIS, NICHOLS, ARSHT & TUNNELL LLP
1201 N. Market Street, 16th Floor
Wilmington, DE 19801
(302) 658-9200

Attorneys for Defendants

9. Any person or entity who fails to object in the manner prescribed above shall be deemed to have waived such objection (including the right to appeal), unless the Court in its discretion allows such objection to be heard at the Settlement Hearing, and shall forever be barred from raising such objection in this Action or any other action or proceeding or otherwise contesting the Settlement and the application for attorneys' fees (including expenses) and an incentive award to Plaintiff in the Action or any other proceeding, and will otherwise be bound by the Order and Final Judgment to be entered and the releases to be given.

10. At least thirty (30) calendar days prior to the Settlement Hearing, Plaintiff's Counsel shall file with the Court a brief in support of the Settlement, Plaintiff's Fee and Expense Application, and Plaintiff's request for a Service Award. Any brief in support of any objection(s) to the Settlement or to Plaintiff's Fee and Expense Application shall be filed and served at least twenty (20) calendar days prior to the Settlement Hearing.

11. At least seven (7) calendar days prior to the Settlement Hearing, the Parties may file with the Court responsive briefs to any objections made to the Settlement.

12. If the Settlement is approved by the Court following the Settlement Hearing, the Court shall enter an Order and Final Judgment substantially in the form attached to the Stipulation as Exhibit D.

13. The Stipulation, and any actions taken in connection therewith, shall be null and void and of no force and effect if (a) the Stipulation is terminated pursuant to its terms or is not approved by the Court in all material respects; (b) the Order and Final Judgment entered pursuant to the Stipulation is reversed, vacated or modified in any material respect by this Court or any other court, unless counsel for each of the Settling Parties, within ten (10) business days from receipt of such ruling or event, agrees in writing with counsel for the other Settling Parties to proceed with the Stipulation and Settlement, including only with such modifications, if any, as to which all other Parties in their sole judgment and discretion may agree; or (c) final approval of the Settlement otherwise fails to occur. Neither a modification nor a reversal on appeal of any Fee Award awarded by the Court to Plaintiff's Counsel or the Service Award to Plaintiff shall be deemed a material modification of the Order and Final Judgment or the Stipulation. In any such event, the Stipulation (a) shall be without prejudice to the rights of any Party thereto; (b) shall not be deemed to be construed as evidence of, or an admission by any Party of, any fact, matter, or thing; and (c) shall not be admissible in evidence or be used for any purpose in any subsequent proceedings in the Action or any other action or proceeding. In any such event, the Settling Parties shall further be deemed to have reverted to their respective statuses in the Action as of the date and time immediately prior to the execution of the Stipulation, and, except as otherwise

expressly provided, the Settling Parties shall proceed in all respects as if the Stipulation and any related orders had not been entered.

14. All proceedings in the Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement and determine a fee award, are hereby stayed and suspended until further order of the Court.

15. The Court may, for good cause shown, extend any of the deadlines set forth in this Order without further notice to anyone other than the Parties and any Objectors, and the Court retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

Vice Chancellor Lori W. Will

This document constitutes a ruling of the court and should be treated as such.

Court: DE Court of Chancery Civil Action

Judge: Lori W. Will

File & Serve

Transaction ID: 74104540

Current Date: Aug 27, 2024

Case Number: 2022-0966-LWW

Case Name: Gerald J. Alsid v. Edward M. Kaye, et al.

Court Authorizer

Comments:

The dissemination of notice must begin no fewer than 60 days before the settlement hearing.

The form of notice is approved with three modifications:

- (1) The mailed Notice (Ex. C) and Form 8-K must note that the Stipulation can be found on the Company's website and include the website link.
- (2) The Notice, Stipulation, and Exhibits must remain on the Company's website through the date of the settlement hearing.
- (3) The Notice (Ex. C) makes reference to the "Court of Chancery Courthouse" in four spots. To avoid any confusion, please remove the word "Courthouse."

/s/ Judge Lori W. Will



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

GERALD J. ALSID, derivatively on)
behalf of STOKE THERAPEUTICS,)
INC.,)

Plaintiff,)

v.)

C.A. No. 2022-0966-LWW

EDWARD M. KAYE, SETH L.)
HARRISON, ARTHUR O.)
TZIANABOS, ADRIAN R. KRAINER,)
GARRY E. MENZEL, JULIE ANNE)
SMITH, ARTHUR A. LEVIN,)
JENNIFER C. BURSTEIN, and)
SAMUEL W. HALL,)

Defendants,)

and)

STOKE THERAPEUTICS, INC.,)
Nominal Defendant.)

[PROPOSED] ORDER AND FINAL JUDGMENT

A hearing having been held before this Court on October 28, 2024 pursuant to this Court’s Scheduling Order dated _____ (the “Scheduling Order”), and upon a Stipulation and Agreement of Compromise, Settlement and Release, dated August 20, 2024 (the “Stipulation”),¹ of the above-captioned action (the “Action”),

¹ The capitalized terms used in this Order and Final Judgment shall have the same meanings as they have in the Stipulation (certain of which are repeated here for ease of reference only).

the parties to the Stipulation having appeared by their attorneys of record, the Court having heard and considered the submissions and evidence presented in support of the proposed Settlement and the application for an award of attorneys' fees (including expenses), the opportunity to be heard having been given to all other persons requesting to be heard in accordance with the Scheduling Order, and the Court having determined that Notice was adequate and sufficient, and the entire matter of the proposed Settlement having been heard and considered by the Court;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, this __ day of _____, 2024, as follows:

1. The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement of the Action, as well as personal jurisdiction over all of the Parties and each of the current stockholders of Stoke Therapeutics, Inc. (the "Company") and it is further determined that Plaintiff, Defendants, and the Company are bound by this Order and Final Judgment.

2. The Notice of Pendency and Proposed Settlement of Actions (the "Notice") has been given to the Company's common stockholders pursuant to and in the manner directed by the Scheduling Order, proof of the mailing of the Notice has been filed with the Court, and a full opportunity to be heard has been offered to all of the parties to the Stipulation, the current stockholders of the Company, and persons in interest. The form and manner of the Notice is hereby determined to have

been the best notice practicable under the circumstances and to have been given in full compliance with each of the requirements of Court of Chancery Rule 23.1 and due process.

3. The Court finds, based upon the record in the Action, that Plaintiff and Plaintiff's Counsel have adequately represented the interests of the Company.

4. Based on the record in this Action, each of the provisions of Court of Chancery Rule 23.1 has been satisfied, and the Action has been properly maintained according to the provisions of Court of Chancery Rule 23.1.

5. The Court finds the Settlement is fair, reasonable, and adequate and in the best interests of the Company and the Company's stockholders, and it is hereby approved. The parties to the Stipulation are hereby authorized and directed to comply with, and to consummate, the Settlement in accordance with its terms and provisions, and the Register in Chancery is directed to enter and docket this Order and Final Judgment in the Action.

6. The Action is hereby dismissed with prejudice as to all Defendants and the Company, and against Plaintiff, the Company, and all current stockholders of the Company. As between Plaintiff and Defendants and the Company, the parties are to bear their own costs, except as otherwise provided in Paragraph 10 below or as otherwise provided in the Stipulation and the Scheduling Order.

7. Upon the Effective Date, the Releasing Parties claims shall be deemed to have, and by operation of this Order and Final Judgment approving this Settlement shall have, completely discharged, dismissed with prejudice on the merits, released and settled, to the fullest extent permitted by law, the Released Claims against the Released Persons and shall be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of the Released Claims against any of the Released Persons; however, such release shall not affect any claims or impair or restrict the rights of any Settling Party to enforce the terms of the Agreement.

8. The Parties are hereby authorized, without further approval from the Court, to agree to adopt such amendments, modifications, and expansions of the Stipulation as are consistent with this Order and Final Judgment and the Stipulation and that do not limit the rights of Plaintiff, Defendants, the Company, or the Company's stockholders under the Stipulation. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

9. Neither this Order and Final Judgment, nor the Settlement, nor the Stipulation, nor any act or omission in connection with any of the foregoing shall be deemed a presumption, concession, or admission by any Party of any fault, liability, wrongdoing, or any infirmity or weakness of any claim or defense, as to any facts or

claims (including the Released Claims) that have been or might be alleged or asserted in the Action, or any other action or proceeding that has been will be, or could be brought, and shall not be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any person in the Action, or in any other action or proceeding, whether civil, criminal, or administrative, for any purpose other than as permitted by applicable court rules and rules of evidence. This Order and Final Judgment is not a finding or evidence of the validity or invalidity of any claims or defenses in the Action or any wrongdoing by Defendants' or Plaintiff's Releasees.

10. Plaintiff's Counsel are awarded attorneys' fees (including expenses) in the sum of \$ _____ (the "Fee and Expense Award"). The Court finds the Fee and Expense Award to be fair and reasonable and shall be paid or caused to be paid in accordance with the terms of the Stipulation. Plaintiff is awarded a Service Award of \$ _____ to be payable from the fees and expenses awarded by the Court to Plaintiff's Counsel in connection with the Fee and Expense Award, which special award the Court finds to be fair and reasonable.

11. No proceedings or Court order with respect to the Fee and Expense Award shall in any way disturb or affect the Court's approval of the Settlement or the other provisions of this Order and Final Judgment (including precluding Final Court Approval or otherwise preventing this Order and Final Judgment from being

entitled to preclusive effect), and any such proceedings or Court order shall be considered separate from this Order and Final Judgment. Nothing herein dismisses or releases any claim by or against any party to the Stipulation arising out of a breach of the Stipulation or violation of this Order and Final Judgment.

12. Without affecting the finality of this Order and Final Judgment in any way, this Court reserves jurisdiction over all matters relating to the administration, enforcement, and consummation of the Settlement and this Order and Final Judgment.

Vice Chancellor Lori Will