Exhibit 1

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William S. Norton (admitted *pro hac vice*)
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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

In re Seagate Technology Holdings plc Securities Litigation	Case No. 3:23-cv-03431-RFL <u>CLASS ACTION</u> **STIPULATION AND AGREEMENT OF SETTLEMENT** Hon. Rita F. Lin

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement, dated May 29, 2026 (the "Stipulation"), is entered into between: (a) Universal-Investment-Gesellschaft mbH, Universal-Investment-Luxembourg S.A., and UI BVK Kapitalverwaltungsgesellschaft mbH (collectively, "Universal"); Public Employees' Retirement System of Mississippi ("MissPERS"); and Arkansas Public Employees' Retirement System ("APERS," and together with Universal and MissPERS, "Lead Plaintiffs"), on behalf of themselves and the Settlement Class (defined below); and (b) Defendants Seagate Technology Holdings plc ("Seagate"), William D. Mosley ("Mosley") and Gianluca Romano ("Romano," and with Mosley, the "Individual Defendants"), and embodies the terms and conditions of the settlement of the above-captioned action (the "Action").[1] Subject to the approval of the Court and the terms and conditions expressly provided, this Stipulation is intended to fully, finally, and forever compromise, settle, release, resolve, and dismiss with prejudice the Action and all Released Plaintiffs' Claims (defined below) as against Defendants' Releasees (defined below).

WHEREAS:

A. Beginning July 10, 2023, two related securities class actions purportedly brought on behalf of investors in Seagate common stock were filed in the United States District Court for the Northern District of California (the "Court").

B. On September 25, 2023, the Court entered an Order appointing Universal, MissPERS, and APERS as "Lead Plaintiffs" pursuant to the Private Securities Litigation Reform Act of 1995 ("PSLRA"), consolidating all related actions, and appointing Motley Rice LLC ("Motley Rice") and Bernstein Litowitz Berger & Grossmann LLP ("BLB&G") as Lead Counsel. ECF No. 50.

C. On October 19, 2023, Lead Plaintiffs filed a Consolidated Class Action Complaint for Violations of Federal Securities Laws against Seagate, Mosley, and Romano. ECF No. 68.

D. On November 27, 2023, the Action was reassigned from Judge Vince Chhabria to Judge Rita F. Lin. ECF No. 78.

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

E. On November 13, 2023, Defendants filed a motion to dismiss, which was fully briefed by December 18, 2023, and argued on March 26, 2024. ECF Nos. 72, 82, 84, 91.

F. On August 8, 2024, the Court dismissed Lead Plaintiffs' initial complaint with leave to amend. ECF No. 96.

G. On September 12, 2024, Lead Plaintiffs filed the operative complaint in the Action, the Consolidated Amended Class Action Complaint for Violations of Federal Securities Laws (the "Complaint"). ECF No. 100. The Complaint asserts claims against Defendants Seagate, Mosley, and Romano under Section 10(b) and Rule 10b-5 promulgated thereunder, and against the Individual Defendants under Section 20(a) of the Exchange Act. Among other things, the Complaint alleges that, during the period from September 14, 2020, to April 19, 2023, inclusive (the "Class Period"), Defendants Seagate, Mosley, and Romano made materially false and misleading statements and omissions and engaged in a fraudulent scheme that concealed the Company's illegal sales of over $1.1 billion in hard disk drive ("HDD") technology to Huawei in violation of U.S. export control laws, Seagate's reliance on such sales, and the regulatory violations that ensued from those sales. The Complaint further claims that Defendants' alleged false and misleading statements caused the price of Seagate common stock to be artificially inflated during the Class Period and to subsequently decline when the alleged truth emerged through corrective disclosures on March 8, 2022, July 21, 2022, October 26, 2022, and April 19, 2023, which caused financial losses to those who purchased the stock at the allegedly inflated price during the Class Period. As noted below, Defendants deny having engaged in any wrongdoing.

H. On October 28, 2024, Defendants filed a motion to dismiss the Complaint, which was fully briefed by January 16, 2025, and argued on March 4, 2025. ECF Nos. 104, 105, 106, 108. On May 12, 2025, the Court issued an order granting in part and denying in part Defendants' motion to dismiss the Complaint. ECF No. 113. Defendants filed their Answer to the Complaint on June 23, 2025 (ECF No. 128) and their Amended Answer to the Complaint on July 14, 2025. ECF No. 140.

I. Discovery commenced in May 2025. Pursuant to detailed document requests and substantial requests and negotiations, Defendants and third parties produced more than 95,000 documents. Lead Plaintiffs reviewed and produced more than 5,500 documents (constituting over 72,000 pages) to Defendants. The Parties also served or responded to interrogatories and requests for admission and exchanged numerous letters, including disputes between the Parties concerning discovery issues. Lead Plaintiffs served subpoenas on and negotiated document discovery with approximately twenty third parties.

J. On June 23, 2025, Defendants filed a Motion to Certify Order for Interlocutory Appeal and to Stay Proceedings, which was fully briefed on June 30, 2025. ECF No. 124, 129, 136. The Court denied the motion on August 29, 2025. ECF No. 144.

K. On June 25, 2025, the Court held a Case Management Conference. The Court set the schedule for the Action through Class Certification. ECF No. 132.

L. The Parties participated in a private mediation with David M. Murphy of Phillips ADR Enterprises on November 5, 2025. No settlement was reached at the time.

M. On December 16, 2025, Lead Plaintiffs filed a Motion for Class Certification, Appointment of Class Representatives, and Approval of Class Counsel. ECF No. 151. Defendants filed their opposition on February 10, 2026 (ECF No. 156) and Lead Plaintiffs filed a reply on March 24, 2026. ECF No. 161.

N. The Parties participated in another private mediation with David M. Murphy on March 21, 2026. No settlement was reached at the time.

O. Following the second mediation on March 21, 2026, the Parties continued settlement discussions and reached an agreement in principle to settle the Action that was memorialized in a term sheet (the "Term Sheet") executed as of April 20, 2026. The Term Sheet sets forth, among other things, the Parties' agreement to settle and release all claims against Defendants in return for a cash payment, to be paid by or on behalf of Defendants, of $175,000,000 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.

P. This Stipulation (together with the exhibits hereto) reflects the final and binding agreement between the Parties and supersedes the Term Sheet.

Q. Based on their investigation, prosecution, and mediation of the case, Lead Plaintiffs and Lead Counsel have concluded that the terms and conditions of this Stipulation are fair, reasonable, and adequate to Lead Plaintiffs and the other members of the Settlement Class, and in their best interests. Based on Lead Plaintiffs' direct oversight of the prosecution of this matter and with the advice of their counsel, Lead Plaintiffs have agreed to settle and release the Released Plaintiffs' Claims pursuant to the terms and provisions of this Stipulation, after considering among other things: (a) the substantial benefit that Lead Plaintiffs and the other members of the Settlement Class will receive under the proposed Settlement; and (b) the significant risks and costs of continued litigation and trial.

R. This Stipulation constitutes a compromise of all matters that are in dispute between the Parties. Defendants are entering into this Stipulation solely to eliminate the uncertainty, burden, and expense of further protracted litigation. Defendants deny any wrongdoing, and this Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any Defendant with respect to any claim or allegation of any fault, liability, wrongdoing, or damage whatsoever, or any infirmity in the defenses that Defendants have, or could have, asserted. Defendants expressly deny that Lead Plaintiffs have asserted any valid claims as to any of them, and expressly deny all allegations of fault, liability, wrongdoing, or damages. Defendants have asserted and continue to assert that their conduct was at all times proper and in compliance with all applicable provisions of law, and believe that the evidence developed to date supports their position that they acted properly at all times and that the Action is without merit. Similarly, this Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Lead Plaintiffs of any infirmity in any claim asserted in the Action, or any admission or concession that any of the Defendants' defenses to liability had merit.

NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and among Lead Plaintiffs (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 Stipulation 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 entitled *In re Seagate Technology Holdings plc Securities Litigation*, Case No. 3:23-cv-03431-RFL (N.D. Cal.).

(b) "Alternate Judgment" means a formal judgment or final approval order that may be entered by the Court but in a form other than the form of Final Approval Order and Judgment provided for in this Stipulation.

(c) "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.

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

(e) "Claim Form" or "Proof of Claim Form" means the form, substantially in the form attached hereto as Exhibit 3 to Exhibit A, that a Claimant must complete and submit should that Claimant seek to share in a distribution of the Net Settlement Fund.

(f) "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.

(g) "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.

(h) "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.

(i) "Class Period" means the period from September 14, 2020 through April 19, 2023, inclusive.

(j) "Complaint" means the Consolidated Class Action Complaint for Violations of Federal Securities Laws filed by Lead Plaintiffs in the Action on September 12, 2024. ECF No. 100.

(k) "Court" means the United States District Court for the Northern District of California.

(l) "Defendants" means Seagate and the Individual Defendants.

(m) "Defendants' Counsel" means Wilson Sonsini Goodrich & Rosati, P.C.

(n) "Defendants' Releasees" means (i) Defendants; (ii) the Individual Defendants' Immediate Family Members; (iii) Seagate's future, current, and former direct and indirect parents, affiliates, subsidiaries, and related entities; and (iv) for any of the persons or entities listed in parts (i) through (iii), as applicable, their future, current, and former control persons, officers, directors, agents, successors, predecessors, assigns, assignees, partnerships, partners, principals, trustees, trusts, employees, insurers, reinsurers, indemnitors, advisors, estates, heirs, executors, administrators, shareholders, joint venturers, members, managers, supervisors, contractors, consultants, representatives, accountants, auditors, attorneys, experts, entities in which any of the foregoing have a controlling interest, and legal or personal representatives of the foregoing, in their capacities as such. The Defendants' Releasees are intended as third-party beneficiaries of the Settlement.

(o) "Effective Date" with respect to the Settlement means the first date by which all the events and conditions specified in ¶ 33 of this Stipulation have been met and have occurred or have been waived.

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

(q) "Escrow Agent" means Huntington Bank.

(r) "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.

(s) "Excluded Claims" means (i) any claims asserted in any derivative or ERISA action based on similar allegations as those set forth in the Complaint; (ii) any claims of any person or entity who or which submits a request for exclusion that is accepted by the Court; (iii) any claims relating to the enforcement of the Settlement.

(t) "Final," with respect to the Final Approval Order, Judgment or, if applicable, the Alternate 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, 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, or Litigation 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 or order from becoming Final.

(u) "Final Approval Order" means the Order Finally Approving Class Action Settlement, substantially in the form attached hereto as Exhibit B, to be entered by the Court approving the Settlement.

(v) "Immediate Family Members" means as defined in 17 C.F.R § 229.404, Instructions 1(a)(iii) and 1(b)(ii), children, stepchildren, parents, stepparents, spouses, siblings, mothers-in-law, fathers-in-law, daughters-in-law, sons-in-law, sisters-in-law, brothers-in-law, and any persons (other than a tenant or employee) sharing the household.

(w) "Individual Defendants" means William D. Mosley and Gianluca Romano.

(x) "Judgment" means the final judgment, substantially in the form attached hereto as Exhibit C, to be entered by the Court approving the Settlement and dismissing the Action.

(y) "Lead Counsel" means the law firms of Motley Rice LLC and Bernstein Litowitz Berger & Grossmann LLP.

(z) "Lead Plaintiffs" means Universal-Investment-Gesellschaft mbH, Universal-Investment-Luxembourg S.A., UI BVK Kapitalverwaltungsgesellschaft mbH, Public Employees' Retirement System of Mississippi, and Arkansas Public Employees' Retirement System.

(aa) "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 Plaintiffs directly related to their representation of the Settlement Class as permitted under the PSLRA, for which Lead Counsel intend to apply to the Court for payment from the Settlement Fund).

(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 Fairness Hearing; and (III) Motion for Attorneys' Fees and Litigation Expenses, substantially in the form attached hereto as Exhibit 2 to Exhibit A, which shall be available on the Settlement Website and mailed and/or emailed to Settlement Class Members upon request.

(dd) "Notice and Administration Costs" means the reasonable 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) "Parties" means Lead Plaintiffs, on behalf of themselves and the Settlement Class, and Defendants.

(ff) "Plaintiffs' Releasees" means Lead Plaintiffs 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, Immediate Family Members, insurers, reinsurers, advisors, estates, heirs, executors, administrators, shareholders, joint venturers, members, managers, supervisors, contractors, consultants, representatives, attorneys, and legal or personal representatives of the foregoing, in their capacities as such.

(gg) "Plaintiffs' Counsel" means Lead Counsel and all other legal counsel who, at the direction and under the supervision of Lead Counsel, performed services on behalf of the Settlement Class in the Action, specifically, Bleichmar Fonti & Auld LLP, Davidson Bowie, PLLC, and Sturman LLC.

(hh) "Plan of Allocation" means the proposed plan of allocation of the Net Settlement Fund set forth in the Notice.

(ii) "Postcard Notice" means the postcard notice, substantially in the form attached hereto as Exhibit 1 to Exhibit A, which is to be mailed and/or emailed to Settlement Class Members.

(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 all claims, demands, losses, rights, and causes of action of any nature whatsoever, of every nature and description, including known claims and Unknown Claims, whether arising under federal, state, local, statutory, or common law or any other law, rule, or regulation (including the law of any jurisdiction outside the United States), that were or could have been asserted in the Action or could in the future be asserted in any forum, whether foreign or domestic, against Plaintiffs' Releasees by Defendants or their Releasing Related Persons, which arise out of, relate to, or are based upon, the institution, prosecution, or settlement of the claims asserted in the Action against Defendants. Released Defendants' Claims do not cover, include, or release any Excluded Claims.

(nn) "Released Plaintiffs' Claims" means all claims, actions, demands, losses, rights, duties, obligations, controversies, disputes, debts, sums of money, suits, contracts, agreements, judgments, matters, issues, promises, damages, liabilities, and causes of action of any nature whatsoever, of every nature and description (including, but not limited to, any claims for interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, amounts or liabilities whatsoever), including known claims and Unknown Claims, that have been or could have been asserted in the Action or could in the future be asserted in any forum, whether foreign or domestic, arising under federal, state, common, or foreign law, brought directly or indirectly, in law or in equity, accrued or unaccrued, fixed or contingent, liquidated or unliquidated, matured or unmatured, foreseen or unforeseen, for damages, injunctive, declaratory, or any other relief, that (i) were asserted in the Complaint; or (ii) could have been asserted in any forum that arise out of, are based upon, or relate in any way to, directly or indirectly, any of the allegations, acts, transactions, facts, events, matters, occurrences, disclosures, conduct, failures to act, representations, or omissions alleged, involved, set forth, or referred to in the Complaint and that arise out of, are based upon, or relate in any way, directly or indirectly, to the purchase or acquisition of Seagate common stock during the Class Period. This release does not cover, include, or release any Excluded Claims.

(oo) "Releasee(s)" means any of Defendants' Releasees and any of Plaintiffs' Releasees.

(pp) "Releases" means the releases set forth in ¶¶ 5-6 of this Stipulation.

(qq) "Releasing Related Persons" means respective current and former heirs, executors, administrators, representatives, predecessors, successors, officers, directors, agents, parents, affiliates, subsidiaries, employees, attorneys, assignees, assigns, and all persons and entities raising a claim on any Settlement Class Member's behalf or that derives from any Settlement Class Member's claim, in their capacities as such.

(rr) "Seagate" or the "Company" means Defendant Seagate Technology Holdings plc.

(ss) "Settlement" means the settlement between Lead Plaintiffs and Defendants on the terms and conditions set forth in this Stipulation.

(tt) "Settlement Amount" means $175,000,000 in cash in United States dollars.

(uu) "Settlement Class" means all persons and entities who purchased or otherwise acquired common stock of Seagate from September 14, 2020 through April 19, 2023, inclusive (the "Class Period"), and were allegedly damaged thereby. Excluded from the Settlement Class are: (i) Defendants; (ii) any current or former officers or directors of Seagate; (iii) the Immediate Family Members of any Individual Defendant or any current or former officer or director of Seagate; (iv) any entity that any Defendant owns or controls, or owned or controlled, during the Class Period; (v) the legal representatives, heirs, affiliates, successors, or assigns of any such excluded persons and entities, in their respective capacity as such; and (vi) the presiding Judge, their staff, and the Immediate Family Members of the Judge and their staff. Also excluded from the Settlement Class are any persons and entities that submit a request for exclusion from the Settlement Class that is accepted by the Court.

(vv) "Settlement Class Member" means each person or entity who or which is a member of the Settlement Class.

(ww) "Settlement Fund" means the Settlement Amount plus any interest earned thereon.

(xx) "Settlement Fairness 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.

(yy) "Settlement Website" means the website to be established for the Settlement, on which the Notice and Claim Form, as well as other information related to the Settlement, shall be posted.

(zz) "Summary Notice" means the Summary Notice of (I) Pendency of Class Action and Proposed Settlement and Plan of Allocation; (II) Settlement Fairness Hearing; and

(III) Motion for Attorneys' Fees and Litigation Expenses, substantially in the form attached hereto as Exhibit 4 to Exhibit A, to be published as set forth in the Preliminary Approval Order.

(aaa) "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).

(bbb) "Unknown Claims" means any Released Plaintiffs' Claims which any of the Lead Plaintiffs, Settlement Class Members, or their Releasing Related Persons 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 of Defendants or their Releasing Related Persons does not know or suspect to exist in his, her, 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, including, without limitation, a Settlement Class Member's decision not to object or request exclusion from the Settlement Class. Any of Lead Plaintiffs, the Settlement Class Members, and Defendants, and any of the foregoing's Releasing Related Persons, may hereafter discover facts in addition to or different from those that he, she, or it now knows or believes to be true with respect to the subject matter of Released Plaintiffs' Claims and Released Defendants' Claims. But they stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiffs and Defendants shall expressly waive, and each of the other Settlement Class Members and any of the foregoing's Releasing Related Persons shall be deemed to have waived, and by operation of the Final Approval Order and 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 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 Plaintiffs and Defendants acknowledge, and each of the other Settlement Class Members and any of the foregoing's Releasing Related Persons 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, Defendants stipulate and agree to: (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 Plaintiffs as Class Representatives 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.

PRELIMINARY APPROVAL OF SETTLEMENT

3. No later than May 29, 2026, Lead Plaintiffs will 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, which motion shall be unopposed by Defendants. Concurrently with the motion for preliminary approval, Lead Plaintiffs 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. Lead Counsel will provide a draft of the motion for preliminary approval to Defendants' Counsel by May 26, 2026 or three business days before they file the motion, whichever is earlier.

RELEASE OF CLAIMS

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

5. Pursuant to the Final Approval Order and Judgment, or the Alternate Judgment, if applicable, without further action by anyone, upon the Effective Date of the Settlement, Lead

Plaintiffs and each of the other Settlement Class Members, on behalf of themselves and their Releasing Related Persons, shall be deemed to have, and by operation of law and of the Final Approval Order and Judgment, or the Alternate Judgment, if applicable, shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged, and will be forever barred from asserting, commencing, instituting, prosecuting, or maintaining in any court of law or equity, arbitration, or other forum, any and all of the Released Plaintiffs' Claims against Defendants and the other Defendants' Releasees, whether or not such Settlement Class Member executes and delivers a Claim or objects to the Settlement. This Release shall not apply to any of the Excluded Claims. This provision will apply regardless of whether any Lead Plaintiff or other Settlement Class Member or their Releasing Related Persons has executed a Claim Form, received notice, participated in the Settlement Fund, filed an objection, or had his, her, or its Claim approved or allowed.

6. Pursuant to the Final Approval Order and Judgment, or the Alternate Judgment, if applicable, without further action by anyone, upon the Effective Date of the Settlement, Defendants, on behalf of themselves and their Releasing Related Persons, shall be deemed to have, and by operation of law and of the Final Approval Order and Judgment, or the Alternate Judgment, if applicable, shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged any and all Released Defendants' Claims against Lead Plaintiffs and the other Plaintiffs' Releasees. This Release shall not apply to any of the Excluded Claims.

7. Notwithstanding ¶¶ 5-6 above, nothing in the Final Approval Order, Judgment, or the Alternate Judgment, if applicable, shall bar any action by any of the Parties to enforce or effectuate the terms of this Stipulation or the Final Approval Order, Judgment, or Alternate Judgment, if applicable.

8. The Final Approval Order or Alternate Judgment shall contain a bar order ("Bar Order") that shall, upon the Effective Date, permanently bar, extinguish, and discharge to the fullest extent permitted by law any and all claims for contribution or indemnity (or any other claim, however denominated on whatsoever theory, for which the injury claimed is that person's alleged

liability to Lead Plaintiffs or any Settlement Class Member) based on or arising out of any Released Plaintiffs' Claims (a) by any person or entity against any of Defendants' Releasees; and (b) by any of Defendants' Releasees against any other person or entity, provided however, that nothing in the Bar Order shall release or alter the rights Defendants may have under their applicable insurance policies or any right of indemnification or contribution that Individual Defendants may have under contract or otherwise. The Bar Order shall be consistent with, and apply to the full extent of, the PSLRA.

THE SETTLEMENT CONSIDERATION

9. In consideration of the settlement of the Released Plaintiffs' Claims against Defendants and the other Defendants' Releasees, Seagate, on behalf of Defendants, shall pay or cause to be paid the Settlement Amount into the Escrow Account no later than thirty (30) calendar days after the later of: (a) the date of entry by the Court of the Preliminary Approval Order; or (b) Defendants' Counsel's receipt from Lead Counsel of the information necessary to effectuate a transfer of funds to the Escrow Account, including wiring instructions that include the bank name and ABA routing number, and a telephonic point of contact to verify the instructions, account name and number, and a signed Form W-9 reflecting the taxpayer identification number for the qualified settlement fund in which the Settlement Amount is to be deposited. Defendants will not be responsible for any payments, costs, or taxes in connection with the Settlement other than the Settlement Fund pursuant to this paragraph, costs of the provision of shareholder lists pursuant to ¶ 20 below, and CAFA notice costs pursuant to ¶ 21 below.

USE OF SETTLEMENT FUND

10. 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 ¶¶ 19-31 below. The Escrow Agent shall not disburse the Settlement Fund except as provided in this Stipulation or by an order of the Court.

11. 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 Court's custody 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 Stipulation and/or further order of the Court. The Escrow Agent shall invest any funds in the Escrow Account exclusively in United States Treasury Bills (or a mutual fund invested solely in such instruments) and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC. If the yield on United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills, 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. 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. Defendants' Releasees shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions or the action of the Escrow Agent, or any transaction executed by the Escrow Agent.

12. 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 § 468B of the Internal Revenue Code of 1986, as amended, at all times for the taxable years of the Settlement Fund, beginning with the date it is created. Lead Counsel, as administrators of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the tax 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

administrators 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)(2)(ii), 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 necessary or appropriate in connection therewith. Defendants' Releasees shall not have any liability or responsibility whatsoever for making or not making such elections or actions, except that if Defendants cause payment to be made into the Escrow Account before the date the Preliminary Approval Order is entered, Defendants will cooperate in providing the documentation needed to make 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.

13. All Taxes shall be paid out of the Settlement Fund, and shall be paid or caused to be paid timely by Lead Counsel and without further order of the Court. Lead Counsel shall be obligated (notwithstanding anything in this Stipulation to the contrary) to withhold from distribution to Settlement Class Members any funds necessary to pay such Taxes or any other amounts required to be withheld by applicable laws, including pursuant to Treasury Regulation § 1.468B-2(l), and the establishment of adequate reserves for any Taxes. 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 its agents, the Escrow Agent, or the Claims Administrator with respect to the payment of Taxes, as described herein. Defendants' Releasees shall be indemnified from the Settlement Fund and held harmless for any Taxes (including, without limitation, Taxes payable by reason of such indemnification), including any interest or penalties applicable for any failure to pay such Taxes or file any tax returns related thereto.

14. 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 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, the percentage of recovery of losses, or the amounts to be paid to Authorized Claimants from the Net Settlement Fund.

15. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Lead Counsel may pay up to $500,000 from the Settlement Fund, without further approval from Defendants or their insurers or further order of the Court, for 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 Postcard Notice and Notice, publishing the Summary Notice, reimbursements to nominee owners for forwarding the Postcard Notice and Notice to their 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. If the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs paid or incurred up to $500,000, including any related fees, shall not be returned or repaid to Defendants, Defendants' Releasees, or any other person or entity who or which paid any portion of the Settlement Amount. It will be Lead Counsel's and the Claims Administrator's responsibility to provide notice to the Settlement Class in accordance with this Stipulation and as ordered by the Court. Settlement Class Members will have no recourse as to the Defendants' Releasees with respect to any claim that arises from any failure of the notice process, except to the extent that Seagate fails to comply with its obligation to provide its lists of the record holders in ¶ 20 below.

ATTORNEYS' FEES AND LITIGATION EXPENSES

16. Lead Counsel will apply to the Court for a collective award of attorneys' fees to Plaintiffs' Counsel to be paid solely from (and out of) the Settlement Fund. Lead Counsel also will apply to the Court for payment or reimbursement of Litigation Expenses, which may include a request for reimbursement of Lead Plaintiffs' costs and expenses directly related to their 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 Plaintiffs other than what is set forth in this Stipulation.

17. Any attorneys' fees and Litigation Expenses awarded by the Court shall be paid to Lead Counsel immediately after the Court executes the Final Approval Order and Judgment, or, if applicable, the Alternate Judgment, and upon an order awarding such fees and expenses, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to Plaintiffs' Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund, plus accrued interest at the same net rate as is earned by the Settlement Fund, if the Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the award of attorneys' fees and/or Litigation Expenses is reduced or reversed and such order reducing or reversing the award has become Final. Plaintiffs' Counsel shall make the appropriate refund or repayment in full no later than thirty (30) calendar days after: (a) receiving from Defendants' Counsel notice of the termination of the Settlement; or (b) any order reducing or reversing the award of attorneys' fees and/or Litigation Expenses has become Final. An award of attorneys' fees and/or Litigation Expenses is not a necessary term of this Stipulation and is not a condition of the Settlement embodied herein. Neither Lead Plaintiffs nor Lead Counsel may cancel or terminate the Settlement based on this Court's or any appellate court's ruling with respect to attorneys' fees and/or Litigation Expenses.

18. Lead Counsel shall allocate the attorneys' fees awarded amongst Plaintiffs' Counsel in a manner which they, in good faith, believe reflects the contributions of such counsel to the institution, prosecution, and settlement of the Action. Defendants' Releasees shall have no responsibility for or liability whatsoever with respect to the award of attorneys' fees or Litigation Expenses. The attorneys' fees and Litigation Expenses that are awarded to Plaintiffs' Counsel shall be payable solely from the Escrow Account.

NOTICE AND SETTLEMENT ADMINISTRATION

19. As part of the Preliminary Approval Order, Lead Counsel shall seek appointment of the 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 Court's jurisdiction. None of the Defendants, nor any 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 Plaintiffs, any other Settlement Class Members, or Lead Counsel in connection with the foregoing.

20. In accordance with the terms of the Preliminary Approval Order entered by the Court, Lead Counsel will cause the Claims Administrator to mail and/or email the Postcard Notice to those members of the Settlement Class who 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 entered by the Court. For the purposes of identifying and providing notice to the Settlement Class, within ten (10) calendar days after the Court's entry of the Preliminary Approval Order, Seagate, 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 lists (consisting of names, mailing addresses, and, if available, email addresses) of the record holders of Seagate common stock during the Class Period.

21. No later than ten (10) calendar days following the filing of this Stipulation with the Court (the "CAFA Notice Date"), Seagate shall, on behalf of Defendants, 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. No later than ten (10) calendar days after the CAFA Notice Date, Seagate, on behalf of Defendants, shall cause to be served on Lead Counsel and filed with the Court proof, by affidavit or declaration, regarding compliance with CAFA § 1715(b).

22. 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 2 to Exhibit A, or in such other plan of allocation as the Court approves).

23. The Plan of Allocation proposed in the Notice is not a necessary term of the Settlement or of this Stipulation and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. Lead Plaintiffs and Lead Counsel may not cancel or terminate the Settlement (or this Stipulation) 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. Defendants and the other Defendants' Releasees shall not be permitted to object in any way to the Plan of Allocation or any other plan of allocation in this Action. No Defendant, nor any other Defendants' Releasees, shall have any involvement with or liability, obligation, or responsibility whatsoever for the application of the Court-approved plan of allocation.

24. Any Settlement Class Member who 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 Stipulation and the Settlement, including the terms of the Final Approval Order and Judgment or the Alternate Judgment, if applicable, to be entered in the Action and the Releases provided for herein and therein, and will be permanently barred from bringing any action, claim, or other proceeding of any kind against Defendants' Releasees with respect to the Released Plaintiffs' Claims in the event that the Effective Date occurs with respect to the Settlement.

25. 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 any other Defendants' Releasees, 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.

26. 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 3 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 Postcard Notice and 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 Stipulation (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 Stipulation and the Settlement, including the terms of the Final Approval Order and Judgment or Alternate Judgment, if applicable, and the Releases provided for herein and therein, and will be permanently barred from bringing any action, claim or other proceeding of any kind against any Defendants' Releasees with respect to any Released Plaintiffs' Claims. 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 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 Stipulation 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) 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.

27. 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.

28. 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.

29. 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 Stipulation and the Settlement, including the terms of the Final Approval Order and Judgment or Alternate Judgment, if applicable, to be entered in this Action and the Releases provided for herein and therein, and will be permanently barred from bringing any action against any and all Defendants' Releasees with respect to any and all of the Released Plaintiffs' Claims.

30. No person or entity shall have any claim against Lead Plaintiffs, Lead Counsel, the Claims Administrator, or any other agent designated by Lead Counsel, or Defendants' Releasees and/or their respective counsel, arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or any order of the Court. Lead Plaintiffs and Defendants, and their respective counsel, and Lead Plaintiffs' 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.

31. 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 Court's jurisdiction. 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 FINAL APPROVAL ORDER AND JUDGMENT

32. If the Settlement contemplated by this Stipulation is approved by the Court, Lead Counsel shall request that the Court enter a Final Approval Order, substantially in the form attached hereto as Exhibit B, and a Judgment, substantially in the form attached hereto as Exhibit C, and Defendants shall agree to entry of such Final Approval Order and Judgment.

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

33. The Effective Date of the Settlement shall be deemed to occur on the occurrence or waiver of all 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 ¶ 9 above;

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

(d) Lead Plaintiffs have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation;

(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 entered the Final Approval Order and the Judgment, or an Alternate Judgment; and

(f) the Final Approval Order and the Judgment have become Final, or the Court has entered an Alternate Judgment and none of the Parties seek to terminate the Settlement and the Alternate Judgment has become Final.

34. Upon the occurrence of all the events referenced in the preceding paragraph above, all remaining interest or right of Defendants or their insurers in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

35. If (i) Defendants exercise their right to terminate the Settlement as provided in this Stipulation or the Supplemental Agreement; (ii) Lead Plaintiffs exercise their right to terminate the Settlement as provided in this Stipulation; (iii) the Court disapproves the Settlement; or (iv) the Effective Date as to the Settlement otherwise fails to occur, then:

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

(b) Lead Plaintiffs and Defendants shall revert to their respective positions in the Action of immediately prior to the execution of the Term Sheet as of April 20, 2026.

(c) The terms and provisions of this Stipulation, with the exception of this ¶ 35 and ¶¶ 15, 17, 40, 59, 60, and 61, shall have no further force and effect and shall not be used in the Action or in any other proceeding for any purpose, and any Final Approval Order and/or Judgment, or Alternate Judgment, if applicable, or order entered by the Court in accordance with the terms of this Stipulation, shall be treated as vacated, *nunc pro tunc*.

(d) Within fifteen (15) business days of the denial of final approval or either Party's termination, Lead Counsel will return 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 ¶ 17 above), less any Notice and Administration Costs actually incurred, paid, or payable and less any Taxes paid, due, or owing following preliminary approval of the Settlement (not to exceed $500,000 before the Effective Date). If the funds received by Lead Counsel consistent with ¶ 17 above have not been refunded to the Settlement Fund within the fifteen (15) business days specified in this paragraph, those funds shall be refunded by the Escrow Agent to each payor of the Settlement Amount (pro rata according to the amount of their respective payments into the Settlement Fund) immediately upon their deposit into the Escrow Account consistent with ¶ 17 above.

36. It is further stipulated and agreed that Defendants and Lead Plaintiffs shall each have the right to terminate the Settlement and this Stipulation by providing written notice of their election

to do so ("Termination Notice") to the other Parties to this Stipulation within thirty (30) calendar days of:

(a) the Court's final refusal to enter the Preliminary Approval Order in any material respect;

(b) the Court's final refusal to approve the Settlement or any material part thereof;

(c) the Court's final refusal to enter the Final Approval Order or the Judgment in any material respect as to the Settlement;

(d) the date the Final Approval Order or the Judgment is modified or reversed in any material respect by the United States Court of Appeals for the Ninth Circuit or the United States Supreme Court; or

(e) the date an Alternate Judgment is modified or reversed in any material respect by the United States Court of Appeals for the Ninth Circuit or the United States Supreme Court, and the provisions of ¶ 35 above shall apply. However, any decision or proceeding, whether in this Court or any appellate court, with respect to an application for attorneys' fees or Litigation Expenses or with respect to any plan of allocation shall not be considered material to the Settlement, shall not affect the finality of any Final Approval Order, Judgment, or Alternate Judgment, if applicable, and shall not be grounds for termination of the Settlement.

37. In addition to the grounds set forth in ¶ 36 above, Defendants shall have the unilateral 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 Plaintiffs (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, as applicable, 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 Plaintiffs 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.

38. Defendants will also have the right to terminate the Settlement if Lead Plaintiffs materially breach this Stipulation. Lead Plaintiffs will also have the right to terminate the Settlement if Defendants materially breach this Stipulation.

39. In addition to the grounds set forth in ¶¶ 36 and 38 above, Lead Plaintiffs shall also have the right to terminate the Settlement in the event that the Settlement Amount has not been paid as provided for in ¶ 9 above, but only if (a) Lead Counsel has provided written notice of the election to terminate to Defendants' Counsel; and (b) the entire Settlement Amount is not transferred to the Escrow Account within seven (7) calendar days after Lead Counsel has provided such written notice.

NO ADMISSION OF WRONGDOING

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

(a) shall be offered against any of Defendants' Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of Defendants' Releasees with respect to the truth of any fact alleged by Lead Plaintiffs or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of Defendants' Releasees or in any way referred to for any other reason as against any of Defendants' Releasees, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(b) shall be offered against any of Plaintiffs' Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of Plaintiffs' Releasees that any of their claims are without merit, that any of 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 Plaintiffs' Releasees, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; or

(c) shall be construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial;

provided, however, that if this Stipulation is approved by the Court, the 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, and Defendants' Releasees may file this Stipulation, Final Approval Order, and/or Judgment from this Action in any other action that may be brought against them to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion, or similar defense or counterclaim. Upon the Effective Date, to the extent allowed by law, this Stipulation shall operate conclusively as an estoppel and full defense in the event, and to the extent, of any claim, demand, action, or proceeding brought by any Lead Plaintiff or other Settlement Class Member or their Releasing Related Persons against any of the Defendants' Releasees with respect to any Released Plaintiffs' Claims.

MISCELLANEOUS PROVISIONS

41. All the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, if a conflict or inconsistency exists between the terms of this Stipulation and the terms of any exhibit attached hereto, the terms of the Stipulation shall prevail.

42. Defendants warrant that, as to the payments made or to be made on behalf of them, at the time of entering into this Stipulation and at the time of such payment, to the best of their knowledge, they and 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 Defendants as to itself or himself only and not by their counsel.

43. If, before distribution of the Net Settlement Fund to Authorized Claimants, a court of competent jurisdiction enters a final order 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 Plaintiffs, Lead Plaintiffs and Defendants shall jointly move the Court to vacate and set aside the Releases given and the Final Approval Order and Judgment or Alternate Judgment, if applicable, entered in favor of Defendants and the other Releasees pursuant to this Stipulation, in which event the Releases and Final Approval Order and Judgment, or Alternate Judgment, if applicable, shall be null and void, and the Parties shall be restored to their respective positions in the litigation as provided in ¶ 35 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 (not to exceed $500,000 before the Effective Date)) shall be returned as provided in ¶ 35 above.

44. The Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted, or which could be asserted, by Lead Plaintiffs 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 amounts 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 David M. Murphy, 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.

45. While retaining their right to deny that the claims asserted in the Action were meritorious, the Parties and their respective counsel, in any statement made to any media representative (whether or not for attribution), will not assert that the Action was commenced or prosecuted or defended in bad faith, nor will they deny that the Action was commenced and prosecuted or defended in good faith and is being settled voluntarily after consultation with competent legal counsel. In all events, Lead Plaintiffs and their counsel and Defendants and their counsel shall not make any accusations of wrongful or actionable conduct by either Party concerning the prosecution, defense, and resolution of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

46. The terms of the Settlement, as reflected in this Stipulation, may not be modified or amended, nor may any of its provisions be waived, except by a writing signed on behalf of both Lead Plaintiffs and Defendants (or their successors-in-interest). The Parties may agree to immaterial modifications of the Claim Form and the Notice without approval from the Court.

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

48. The administration and consummation of the Settlement as embodied in this Stipulation 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 Plaintiffs' Counsel and enforcing the terms of this Stipulation, 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.

49. The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

50. This Stipulation and its exhibits and the Supplemental Agreement constitute the entire agreement among Lead Plaintiffs and Defendants concerning the Settlement and this

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

51. This Stipulation may be executed in one or more counterparts, including by signature transmitted via facsimile, by DocuSign, 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.

52. This Stipulation shall be binding on and inure to the benefit of the successors and assignees of the Parties, including all Releasees and any corporation, partnership, or other entity into or with which any Party may merge, consolidate, or reorganize.

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

54. Any action arising under or to enforce this Stipulation or any portion thereof shall be commenced and maintained only in the Court.

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

56. All counsel and any other person executing this Stipulation 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 Stipulation to effectuate its terms.

57. 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 Stipulation, and to use best efforts to agree promptly upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

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

If to Lead Plaintiffs or Lead Counsel:	Motley Rice LLC Attn: Christopher F. Moriarty 28 Bridgeside Blvd. Mount Pleasant, SC 29464 Tel: (843) 216-9245 Email: cmoriarty@motleyrice.com
	Bernstein Litowitz Berger & Grossmann LLP Attn: James A. Harrod 1251 Avenue of the Americas New York, NY 10020 Telephone: (212) 554-1400 Email: jim.harrod@ blbglaw.com
If to Defendants:	Wilson Sonsini Goodrich & Rosati Attn: Caz Hashemi, Esq. Stephen B. Strain, Esq. 650 Page Mill Road Palo Alto, CA 94304-1050 Telephone: (650) 493-9300 Email: chashemi@wsgr.com sstrain@wsgr.com
	Attn: John I. Karin, Esq. 31 West 52nd Street Fifth Floor New York, NY 10019 Telephone: (212) 999-5800 Email: jkarin@wsgr.com

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

60. Whether or not the Stipulation is approved by the Court and whether or not the Stipulation 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 Stipulation confidential. Such information may be disclosed to (i) the Parties' lawyers, tax advisors, accountants, auditors, and financial advisors; and (ii) Defendants' insurers and their counsel, insurance brokers, regulators,

and reinsurers. Seagate may disclose such information about the Settlement, including the Settlement amount, to investors, as Seagate deems necessary or appropriate. Lead Plaintiffs may disclose such information on a confidential basis to their damages experts, prospective claims administrators, and prospective escrow banks.

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

62. 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 Stipulation. 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.

63. The Parties agree to a stay of all proceedings in the Action other than settlement approval proceedings until a Termination Notice is provided.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed, by their duly authorized attorneys, as of May 29, 2026.

MOTLEY RICE LLC

By: C F Moriarty
Christopher F. Moriarty

Lance V. Oliver (admitted *pro hac vice*)
William S. Norton (admitted *pro hac vice*)
Joshua C. Littlejohn (admitted *pro hac vice*)
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Counsel for Defendants Seagate Technology Holdings plc, William D. Mosley, and Gianluca Romano

Exhibit A

Exhibit A

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

In re Seagate Technology Holdings plc Securities Litigation

Case No. 3:23-cv-03431-RFL

CLASS ACTION

[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT AND PROVIDING FOR NOTICE OF SETTLEMENT

Hon. Rita F. Lin

WHEREAS, a securities class action is pending in this Court entitled *In re Seagate Technology Holdings plc Securities Litigation*, Case No. 3:23-cv-03431-RFL (the "Action");

WHEREAS (a) Lead Plaintiffs Universal-Investment-Gesellschaft mbH, Universal-Investment-Luxembourg S.A., UI BVK Kapitalverwaltungsgesellschaft mbH, Public Employees' Retirement System of Mississippi, and Arkansas Public Employees' Retirement System ("Lead Plaintiffs"), on behalf of themselves and the Settlement Class, and (b) defendant Seagate Technology Holdings plc ("Seagate" or the "Company"), and defendants William D. Mosley and Gianluca Romano (collectively, the "Individual Defendants" and, with Seagate, "Defendants") have entered into the Stipulation and Agreement of Settlement dated May 29, 2026 ("Stipulation"), 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 Stipulation, subject to the approval of this Court ("Settlement");

WHEREAS, Lead Plaintiffs have 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 Stipulation and directing notice of the Settlement to Settlement Class Members as more fully described herein;

WHEREAS, the Court has read and considered: (a) Lead Plaintiffs' motion for preliminary approval of the Settlement and authorization to retain the Claims Administrator (as defined below) to provide notice of the Settlement to the Settlement Class, and the papers filed and arguments made in connection therewith; and (b) the Stipulation and the exhibits attached thereto; and

WHEREAS, unless otherwise defined in this Order, capitalized terms herein shall have the same meaning as they have in the Stipulation;

NOW THEREFORE, IT IS HEREBY ORDERED:

1. **Proposed Class Certification for Settlement Purposes Only** – The Parties have proposed the certification of the following Settlement Class pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure and solely for purposes of effectuating the proposed Settlement: all persons and entities who purchased or otherwise acquired common stock of Seagate from September 14, 2020 through April 19, 2023, inclusive (the "Class Period"), and were allegedly damaged thereby. Excluded from the Settlement Class are: (i) Defendants; (ii) any current or former officers or directors of Seagate; (iii) the Immediate Family Members of any Individual Defendant or any current or former officer or director of

Seagate; (iv) any entity that any Defendant owns or controls, or owned or controlled, during the Class Period; (v) the legal representatives, heirs, affiliates, successors, or assigns of any such excluded persons and entities, in their respective capacity as such; and (vi) the presiding Judge, their staff, and the Immediate Family Members of the Judge and their staff. Also excluded from the Settlement Class are any persons and entities that submit a request for exclusion from the Settlement Class that is accepted by the Court.

2. **Class Findings** – Solely for purposes of the proposed Settlement of this Action, 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, 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 that predominate over any individual questions; (c) the claims of Lead Plaintiffs in the Action are typical of the claims of the Settlement Class; (d) Lead Plaintiffs 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, that it will likely be able to appoint Lead Plaintiffs as Class Representatives for the Settlement Class and appoint Lead Counsel Motley Rice LLC and Bernstein Litowitz Berger & Grossmann LLP 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 Stipulation, 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 hearing ("Settlement Hearing") on **___________ __, 2026 at __:__ _.m.** [at least 120 calendar days after entry of this Order] in Courtroom 15, 18th Floor of the Phillip Burton Federal Building, 450 Golden Gate Avenue, San Francisco, CA 94102,

and by Zoom videoconference for the following purposes: (a) 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 Plaintiffs should be appointed as Class Representatives for the Settlement Class, and Lead Counsel should be appointed as Class Counsel for the Settlement Class; (b) to determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Settlement Class, and should be finally approved by the Court; (c) to determine whether a Final Approval Order substantially in the form attached as Exhibit B to the Stipulation, and a Judgment substantially in the form attached as Exhibit C to the Stipulation, 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 attorneys' fees and 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 mailed 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. The Court may decide to hold the Settlement Hearing by telephone or video conference without further mailed notice to the Settlement Class. If the Court adjourns the Settlement Hearing or orders that the Settlement Hearing be conducted telephonically or by video conference, that decision will be posted on the website to be developed for the Settlement, www.SeagateSecuritiesLitigation.com. Any Settlement Class Member (or his, her, or its counsel) who wishes to appear at the Settlement Hearing should consult the Court's docket and/or the Settlement website for any change in date, time, or format of the hearing.

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

(a) within ten (10) calendar days of the date of entry of this Order, Seagate shall provide or cause to be provided to Lead Counsel or the Claims Administrator in electronic format (such as Excel) (at no cost to the Settlement Fund, Lead Plaintiffs, the Settlement Class, Lead Counsel or the Claims Administrator) a list, consisting of names, addresses, and e-mail addresses (if available), of record holders of Seagate common stock during the Class Period;

(b) not later than fifteen (15) business days after the date of entry of this Order ("Notice Date"), the Claims Administrator shall cause the Postcard Notice, substantially in the forms attached hereto as Exhibit 1, 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 Seagate, or who otherwise may be identified through further reasonable effort, and shall cause a copy of the Notice and Claim Form, substantially in the forms attached hereto as Exhibits 2 and 3, respectively (together, the "Notice Packet"), to be mailed to the brokers and other nominees ("Nominees") contained in the Claims Administrator's broker database;

(c) contemporaneously with the mailing of the Postcard Notice, the Claims Administrator shall cause copies of the Notice and Claim Form to be posted on the website to be developed for the Settlement, www.SeagateSecuritiesLitigation.com, from which copies of the Notice and Claim Form can be downloaded. In addition, the Claims Administrator will mail a copy of the Notice Packet to any person who makes such a request. The Claims Administrator will also post copies of the Complaint, the Stipulation, Lead Plaintiffs' motion for preliminary approval, Lead Plaintiffs' motion for final approval, attorneys' fees and Litigation Expenses, and this Order on the website;

(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 4, to be published once in *The Wall Street Journal* and to be transmitted once over *Globe Newswire*; and

(e) not later than fourteen (14) 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, posting and publication.

8. Any information provided pursuant to paragraph 7 shall be treated as confidential and will be used by Lead Counsel and the Claims Administrator solely to disseminate notice, apprise Settlement Class Members of the Settlement, and/or implement the Settlement.

9. **Approval of Form and Content of Notice** – The Court (a) approves, as to form and content, the Postcard Notice, Notice, Claim Form, and Summary Notice, attached hereto as Exhibits 1, 2, 3, and 4, respectively, and (b) finds that the mailing and distribution of the Postcard Notice and Notice Packet, the posting of the Notice and Claim Form on the Settlement website, 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 Settlement (including the Releases to be provided thereunder), of Lead Counsel's motion for 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 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 Postcard Notice, Notice and Summary Notice before they are mailed and/or emailed and published, respectively.

10. **Nominee Procedures** – Nominees who purchased or otherwise acquired Seagate 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 Postcard Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Postcard Notices 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 e-mail addresses (if available), of all such beneficial owners to the Claims Administrator in which event the Claims Administrator shall promptly mail or email the Postcard Notice to such beneficial owners. **Brokers, nominees, and their**

agents shall forward the Postcard Notice to (or identify names, mailing addresses, and e-mail addresses of) *all* beneficial owners who purchased or otherwise acquired Seagate common stock during the Class Period, regardless of whether or not those beneficial owners have enrolled in a claim-filing program with their broker or financial institution. Upon full compliance with this Order, such Nominees may seek reimbursement 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. Reasonable expenses shall not exceed $0.05 per mailing record provided to the Claims Administrator; $0.05 per unit for each Postcard Notice actually mailed plus postage at the rate used by the Claims Administrator; and $0.05 per Postcard Notice sent via email. 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.

11. **<u>CAFA Notice</u> –** As provided in the Stipulation, 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 Stipulation with the Court (the "CAFA Notice Date"). Defendants are solely responsible for the costs of the CAFA notice and administering the CAFA notice. No later than ten (10) calendar days after the CAFA Notice Date, Seagate, on behalf of Defendants, shall cause to be served on Lead Counsel and filed with the Court proof, by affidavit or declaration, regarding compliance with 28 U.S.C. § 1715(b).

12. **<u>Participation in the Settlement</u>** – 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 or received no later than thirty (30) calendar days before the Settlement Hearing. Notwithstanding the foregoing, Lead Counsel may, at their 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.

13. 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 trade confirmations or monthly account statements, or an authorized statement from the Claimant's broker or financial institution containing the transactional and holding information found in a trade confirmation or account statement, or such other documentation as is deemed adequate by the Claims Administrator with supervision by Lead Counsel as necessary; (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; 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.

14. 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 Stipulation and the Settlement and all proceedings, determinations, orders, and judgments in the Action relating thereto, including, without limitation, the Final Approval Order and 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, instituting, maintaining, or prosecuting any of the Released Plaintiffs' Claims against each and all of the Defendants' Releasees, as more fully described in the Stipulation and Notice. Notwithstanding the foregoing, late Claims may be accepted for processing as set forth in paragraph 12 above.

15. **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 any such request for exclusion from the Settlement Class must be mailed or submitted online such that it is received no later than twenty-one (21) calendar days prior to the Settlement Hearing. If mailed, the request for exclusion must be mailed to *Seagate Securities Litigation*, EXCLUSIONS, c/o Strategic Claim Services, P.O. Box 230, 600 N. Jackson Street, Suite 205, Media, PA 19063. Alternatively, there will be a form to submit a request for exclusion

made available on www.SeagateSecuritiesLitigation.com. 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 Seagate Technology Holdings plc Securities Litigation*, Case No. 3:23-cv-03431-RFL (N.D. Cal.)"; (iii) state the number of shares of Seagate common stock that the person or entity requesting exclusion (A) owned as of the opening of trading on September 14, 2020 and (B) 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; 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.

16. Any person or entity that timely and validly requests exclusion from the Settlement Class 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 from the Net Settlement Fund.

17. Any Settlement Class Member that 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 Stipulation and Settlement and all proceedings, determinations, orders, and judgments in the Action, including, but not limited to, the Final Approval Order and 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, instituting, maintaining, or prosecuting any of the Released Plaintiffs' Claims against any of the Defendants' Releasees, as more fully described in the Stipulation and Notice.

18. **Appearance and Objections at Settlement Hearing** – Any Settlement Class Member that does not request exclusion from the Settlement Class may appear at the Settlement Hearing at his, her, or its own expense, individually or through counsel of his, her, or its own choice, by sending a letter to the Court, at the address set forth in paragraph 19 below, stating his, her, or its intent to appear at the Settlement

Hearing, such that the letter is filed or postmarked or submitted online no later than twenty-one (21) calendar days prior to the Settlement Hearing, however, the Court may excuse the submission of a written objection as a prerequisite for appearance at the Settlement Hearing for good cause. If a Settlement Class Member intends to have counsel appear on his, her, or its behalf at the Settlement Hearing, the letter must identify all attorneys who will appear on the Settlement Class Member's behalf and the attorneys must send a notice of their intent to appear. Otherwise, Settlement Class Members will be represented by Lead Counsel.

19. 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, they, 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. All written objections and supporting papers should: (i) clearly identify the case name and number (*In re Seagate Technology Holdings plc Securities Litigation*, Case No. 3:23-cv-03431-RFL); (ii) be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Northern District of California, or by mailing them to the Clerk of the Court at the United States District Court for the Northern District of California, at the Phillip Burton Federal Building, 450 Golden Gate Avenue, 16th Floor, San Francisco, CA 94102 or by using the on-line Objection Form available at www.SeagateSecuritiesLitigation.com; and (iii) be filed or postmarked or submitted online no later than twenty-one (21) calendar days prior to the Settlement Hearing. The Claims Administrator or Lead Counsel will promptly file on the case docket any objections received via the on-line Objection Form.

20. Any objections, filings, and other submissions by the objecting Settlement Class Member also should: (i) identify the name, address, telephone number, and email address (if applicable) of the person or entity objecting and must be signed by the objector; (ii) state with specificity the grounds for the Settlement Class Member's objection, including any legal and evidentiary support the Settlement Class Member wishes to bring to the Court's attention and whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; and (iii) include documents sufficient to prove membership in the Settlement Class, including the number of shares of Seagate common

stock that the objecting Settlement Class Member (A) owned as of the opening of trading on September 14, 2020 and (B) 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. To the extent such documentation is not provided, the Parties may contest an objector's standing as a member of the Settlement Class. Objectors who intend to appear and desire to present evidence at the Settlement Hearing in support of their objection should include in their written objection the identity of any witnesses they may call to testify and any exhibits they intend to introduce into evidence at the hearing. The requirement to submit a written objection as a prerequisite to appearing in Court to object to the Settlement may be excused upon a showing of good cause. The Court will require only substantial compliance with the above requirements for submitting an objection, and may excuse any of them upon a showing of good cause.

21. Any Settlement Class Member that does not substantially comply with objecting in the manner prescribed above 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** – 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 Stipulation. Pending final determination of whether the Settlement should be approved, the Court bars Lead Plaintiffs from commencing or prosecuting any of the Released Plaintiffs' Claims against any 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 Stipulation.

24. **Settlement Fund** – The contents of the Settlement Fund held by 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 Stipulation and/or further order(s) of the Court.

25. **Taxes** – Lead Counsel are 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 Stipulation.

26. **Termination of Settlement** – If the Settlement is terminated as provided in the Stipulation, the Settlement is not approved, or the Effective Date of the Settlement otherwise fails to occur, this Order shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation, and this Order shall be without prejudice to the rights of Lead Plaintiffs, the other Settlement Class Members, and Defendants' Releasees, and the Parties shall revert to their respective litigation positions in the Action immediately prior to the execution of the Term Sheet on April 20, 2026, as provided in the Stipulation.

27. **Use of this Order** – Neither this Order, the Stipulation (whether or not consummated), including the exhibits thereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of the Term Sheet and this Stipulation, nor any proceedings taken pursuant to or in connection with the Term Sheet, this Stipulation, and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered against any of the Defendants' Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Defendants' Releasees with respect to the truth of any fact alleged by Lead Plaintiffs or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Defendants' Releasees or in any way referred to for any other reason as against any of the Defendants' Releasees, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation;

(b) shall be offered against any of Plaintiffs' Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of Plaintiffs' Releasees that any of their claims are without merit, that any of 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 Plaintiffs' Releasees, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; or

(c) shall be construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial;

provided, *however*, that if the Stipulation 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, and Defendants' Releasees may file the Stipulation and/or the Final Approval Order and Judgment from this Action in any other action that may be brought against them to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion, or similar defense or counterclaim.

28. **Supporting Papers** – Lead Counsel shall file and serve their opening papers in support of the proposed Settlement, the proposed Plan of Allocation, and Lead Counsel's motion for attorneys' fees and Litigation Expenses no later than sixty (60) calendar days prior to the Settlement Hearing; and reply papers, if any, shall be filed and served no later than fourteen (14) calendar days prior to the Settlement Hearing.

29. **Modification of the Agreement of Settlement** – Without further approval from the Court, Lead Plaintiffs and Defendants are hereby authorized to agree to and adopt such amendments or modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Order; and (b) do not materially limit the rights of Settlement Class Members in connection with the Settlement. Without further order of the Court or notice to Settlement

Class Members, Lead Plaintiffs and Defendants may agree to reasonable extensions of time to carry out any provisions of the Settlement.

30. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

SO ORDERED this _______ day of ______________, 2026.

____

The Honorable Rita F. Lin
United States District Judge

Exhibit A-1

Court-Approved

Legal Notice

Authorized by the United States
District Court for the
Northern District of California

The parties in the action *In re Seagate Technology Holdings plc Securities Litigation*, No. 3:23-cv-03431-RFL (N.D. Cal.) have reached a proposed settlement of $175,000,000.

If you are a Settlement Class Member, your legal rights may be affected by a proposed settlement of this securities class action, and you may be eligible for a cash payment.

For more information, please visit www.SeagateSecuritiesLitigation.com or call toll free 1-**866-426-2293**.

[INSERT QR CODE]

Seagate Securities Litigation
c/o Strategic Claim Services
P.O. Box 230
600 N. Jackson Street, Suite 205
Media, PA 19063

«Barcode»

Postal Service: Please do not mark or cover barcode

THIS POSTCARD PROVIDES ONLY LIMITED INFORMATION ABOUT THE SETTLEMENT.

Please visit www.SeagateSecuritiesLitigation.com or call 1-866-426-2293 for more information.

The parties in the securities class action *In re Seagate Technology Holdings plc Securities Litigation*, No. 3:23-cv-03431-RFL (N.D. Cal.) (the "Action") have reached a proposed Settlement. If approved by the Court, the Settlement will resolve the Action in its entirety. In the Action, the Complaint alleges that Seagate Technology Holdings plc ("Seagate") and certain of its officers made misleading statements and omissions from September 14, 2020 through April 19, 2023, inclusive (the "Class Period") related to the export of hard disk drives to a Chinese company in violation of U.S. export laws. Defendants deny any liability or wrongdoing. You received this notice because you may be a member of the following Settlement Class**: all persons and entities who purchased or otherwise acquired common stock of Seagate during the Class Period, and were allegedly damaged thereby**.

Pursuant to the Settlement, Defendants have agreed to cause to be paid $175,000,000.00 in cash, which, after deducting Court-awarded fees and expenses, notice and administration costs, and taxes, will **be allocated among Settlement Class Members who submit valid claims**, in exchange for the Settlement and the release of all claims asserted in the Action and related claims. For additional information regarding the Settlement, please review the full Notice available at www.SeagateSecuritiesLitigation.com. If you are a Settlement Class Member, your *pro rata* share of the Settlement will depend on the number of valid claims submitted, and the number, size, and timing of your transactions in Seagate common stock during the Class Period. If all Settlement Class Members elect to participate in the Settlement, the estimated average recovery will be $1.03 per eligible share of Seagate common stock before deducting any fees and expenses. Your actual share of the Settlement will be determined pursuant to the Plan of Allocation set forth in the full Notice, or other plan of allocation ordered by the Court.

To be eligible for a payment, you must submit a valid Claim Form. The Claim Form can be found and submitted on the website, or you can request that one be mailed to you. **Claims must be postmarked (if mailed), or submitted online, by _______, 2026**. If you do not want to be legally bound by any releases, judgments, or orders in the Action, you must exclude yourself from the Settlement Class **by ______, 2026**. If you exclude yourself from the Settlement Class, you may be able to sue Defendants about the claims being resolved in the Action, but you cannot get money from the Settlement. If you want to object to any aspect of the Settlement, you must file an objection with the district court or submit one online **by ________, 2026**. The Court can only approve or deny the Settlement and cannot change the terms of the Settlement. Forms to request exclusion or object and related instructions are available on the website.

The Court will hold a hearing on **_________, 2026 at __:__ __.m**. **PT**, to consider whether to approve the Settlement and a request by the lawyers representing the Settlement Class for attorneys' fees of up to 25% of the Settlement Fund and Litigation Expenses of no more than $1.3 million (which together equals an estimated cost of $0.26 per eligible share of Seagate common stock). You may attend the hearing, but you do not have to. You may access the hearing via videoconference (https://cand.uscourts.gov/judges/lin-rita-f-rfl/). Please check the website for updates.

Exhibit A-2

United States District Court for the Northern District of California

In re Seagate Technology Holdings plc Securities Litigation Case No. 3:23-cv-03431-RFL (N.D. Cal.)

If you bought the common stock of Seagate Technology Holdings plc ("Seagate") from September 14, 2020 through April 19, 2023, inclusive, you could get a payment from a $175 million settlement.

A federal court authorized this notice. This is not a solicitation from a lawyer.

- The parties to this class action lawsuit have reached a proposed settlement that, if approved, will provide **$175,000,000.00** ($1.03 per eligible share if claims are submitted for each share) to pay claims from persons and entities who purchased or otherwise acquired common stock of Seagate Technology Holdings plc ("Seagate") from September 14, 2020 through April 19, 2023, inclusive (the "Class Period").
- The settlement resolves a lawsuit in which Plaintiffs alleged that Seagate, its Chief Executive Officer, Dr. William Mosley, and its Chief Financial Officer, Gianluca Romano, misled investors by concealing the magnitude of Seagate's sales to a Chinese company in violation of U.S. export laws, and that Seagate's profitability was largely based on those illegal sales.
- Defendants deny any liability or wrongdoing. Defendants do not agree with the assertion that they violated the federal civil securities laws or that any damages were suffered by any members of the Settlement Class as a result of Defendants' alleged conduct.
- The parties have agreed to the settlement because it avoids costs from and risks to continuing the lawsuit; pays money to investors like you; and releases Defendants from liability.
- The parties do not agree on the average amount of damages per share of Seagate common stock that would be recoverable if Plaintiffs prevailed in the Action.
- Court-appointed lawyers for investors will apply to the Court for attorneys' fees in an amount not to exceed 25% of the Settlement Fund. Lead Counsel will also apply for payment of Litigation Expenses, in an amount not to exceed $1.3 million, which amount may include a request for reimbursement of the costs incurred by Plaintiffs directly related to their representation of the Settlement Class. If the Court approves the maximum amount of the fees and expenses requested, the estimated average cost per eligible share of Seagate common stock will be approximately $0.26 per share.

- **Identification of Attorneys' Representatives:** Plaintiffs and the Settlement Class are represented by Christopher F. Moriarty of Motley Rice LLC, 28 Bridgeside Blvd., Mount Pleasant, SC 29464, 888-425-2020, infoseagatesettlement@motleyrice.com, and James A. Harrod of Bernstein Litowitz Berger & Grossmann LLP, 1251 Avenue of the Americas, New York, NY 10020, (800) 380-8496, settlements@blbglaw.com

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- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals are resolved. Please be patient.

Please read this notice carefully and in its entirety. Your rights may be affected by the above-captioned securities class action (the "Action") pending in the United States District Court for the Northern District of California (the "Court").

If you are a Settlement Class Member, you may be entitled to share in the proceeds of the settlement described in this notice. To claim your share of the settlement proceeds, you must submit a valid Proof of Claim and Release Form ("Claim Form") **postmarked or submitted online (at www.SeagateSecuritiesLitigation.com) on or before ___________, 2026.**

If you do nothing, you will still be bound by the settlement, and your rights will be affected. Learn more at: www.SeagateSecuritiesLitigation.com.

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About This Notice

Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, *In re Seagate Technology Holdings plc Securities Litigation*, Case No. 3:23-cv-03431-RFL (N.D. Cal.), brought on behalf of all persons and entities who purchased or otherwise acquired common stock of Seagate from September 14, 2020 through April 19, 2023, inclusive, and were allegedly damaged thereby. **You received this notice because you may be a member of the group of people affected, called the "class" or the "Settlement Class."** This notice gives you a summary of the terms of the proposed settlement agreement, explains what rights class members have, and helps class members make informed decisions about what action to take.

What do I do next?

Read this notice to understand the settlement and to determine if you are a Settlement Class Member.[1] Then, decide if you want to:

Options	More information about each option
Submit a Claim Form	You must submit a claim to receive payment. You will be bound by the settlement.
Do Nothing	Get no payment. Give up rights resolved by settlement.
Opt Out	Get no payment. Allows you to bring another lawsuit against Defendants about the same issues.
Object	Tell the Court why you don't like the settlement.

Read on to understand the specifics of the settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to submit a claim form: **[date]**
Your deadline to object or opt out: **[date]**
Settlement approval hearing: **[date]**

[1] All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement, dated May 29, 2026, which is available at www.SeagateSecuritiesLitigation.com.

Learning About the Action

What is this lawsuit about?

The Allegations:

The Plaintiffs brought this Action, claiming that Seagate Technology Holdings plc ("Seagate"); its Chief Executive Officer, Dr. William Mosley ("Mosley"); and its Chief Financial Officer, Gianluca Romano ("Romano") (together, "Defendants"), misled investors by concealing the magnitude of Seagate's sales to Huawei, a proscribed foreign entity, and that Seagate's profitability was largely based on those illegal sales.

Where can I learn more?
You can get a complete copy of the proposed settlement and other key documents in this lawsuit at: www.SeagateSecuritiesLitigation.com.

Defendants deny the claims asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. Defendants further deny that their alleged conduct caused the Settlement Class any harm or damages.

The Court has not determined who is right. The proposed settlement to resolve this case is not an admission of guilt or wrongdoing.

The Procedural History:

The Action is currently pending before Judge Rita F. Lin in the United States District Court for the Northern District of California. The initial complaint in the Action was filed on July 10, 2023. On September 25, 2023, the Court entered an Order appointing (a) Universal-Investment-Gesellschaft mbH, Universal-Investment-Luxembourg S.A., and UI BVK Kapitalverwaltungsgesellschaft mbH; Public Employees' Retirement System of Mississippi; and Arkansas Public Employees' Retirement System (together, "Plaintiffs") as "Lead Plaintiffs" pursuant to the Private Securities Litigation Reform Act of 1995 ("PSLRA"), consolidating all related actions, and appointing Motley Rice LLC ("Motley Rice") and Bernstein Litowitz Berger & Grossmann LLP ("BLB&G") as "Lead Counsel."

On October 19, 2023, Plaintiffs filed a Consolidated Class Action Complaint for Violations of Federal Securities Laws against Seagate, Mosley, and Romano. On November 13, 2023, Defendants filed a motion to dismiss, which was fully briefed by December 18, 2023, and argued on March 26, 2024. On August 8, 2024, the Court dismissed Plaintiffs' initial complaint with leave to amend. On September 12, 2024, Plaintiffs filed the operative complaint in the Action, the Consolidated Amended Class Action Complaint for Violations of Federal Securities Laws ("Complaint").

On October 28, 2024, Defendants filed a motion to dismiss the Complaint, which was fully briefed by January 16, 2025, and argued on March 4, 2025. On May 12, 2025, the Court issued an order granting in part and denying in part Defendants' motion to dismiss the Complaint. Defendants filed their Answer to the Complaint on June 23, 2025, and their Amended Answer to the Complaint on July 14, 2025.

On June 25, 2025, the Court held a Case Management Conference and set the schedule for the Action through class certification. In 2025 and through the date of the proposed settlement, the parties engaged in extensive discovery, including production of documents, written discovery and depositions. The parties participated in a private mediation with David M. Murphy of Phillips ADR Enterprises on November 5, 2025, but no settlement was reached. On December 16, 2025, Plaintiffs filed a Motion for Class Certification, Appointment of Class Representatives, and Approval of Class Counsel. Defendants filed their opposition on February 10, 2026, and Plaintiffs filed a reply on March 24, 2026. That motion remains pending.

The Parties participated in another private mediation with David M. Murphy on March 21, 2026. No settlement was reached at the time, but settlement discussions continued. The Parties agreed to settle the Action in return for a cash payment of $175 million to be paid by or on behalf of Defendants for the benefit of the Settlement Class, subject to the negotiation of a Term Sheet that the Parties executed as of April 20, 2026, and subject to negotiation of the terms of a stipulation of settlement, which can be found at www.SeagateSecuritiesLitigation.com, and approval by the Court.

Why is there a settlement in this lawsuit?

The Court has not decided this case in favor of either the Plaintiffs or Defendants. Instead, both sides agreed to settle, which means they have reached an agreement to resolve the lawsuit. The settlement is on behalf of the Lead Plaintiffs, investors who brought the case, and all members of the settlement class.

What is a class action settlement?
A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide money to class members and changes to the practices that caused the harm.

Both sides want to avoid the risk and expense of further litigation. Plaintiffs' principal reason for entering into the Settlement is the benefit to the Settlement Class now, without further risk or the delays inherent in continued litigation. The cash benefit under the Settlement must be considered against the significant risk that a smaller recovery—or no recovery at all—might be achieved after contested motions, trial, and likely appeals, a process that could last several more years. Defendants have agreed to the Settlement solely to eliminate the uncertainty, burden and expense of continued litigation. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by Defendants.

What happens next in this lawsuit?

The Court will hold a Settlement Fairness Hearing to decide whether the Settlement and the Plan of Allocation are fair, reasonable, and adequate. If there are objections, the Court will consider them, even if the objectors do not attend or ask to speak at the hearing. The Court will listen to people who have asked to speak at the hearing. The Court may also decide the amount of attorneys' fees, expenses, and awards to Plaintiffs.

At or after the Settlement Hearing, the Court will decide whether to approve the Settlement and the Plan of Allocation. We do not know how long these decisions will take. You should be aware that the Court may change the date, time, and location of the Settlement Hearing without another notice being sent to Settlement Class Members.

The final approval hearing will be held in person, and class members will be able to observe and participate (subject to the terms below) via Zoom videoconference, at [time] on [date], 2026, before the Honorable Rita F. Lin in Courtroom 15, 18th Floor, United States District Court for the Northern District of California, Phillip Burton Federal Building, 450 Golden Gate Avenue, San Francisco, CA 94102, and at the Zoom link https://cand.uscourts.gov/judges/rfl/lin-rita-f.

Where: Phillip Burton Federal Building, 450 Golden Gate Avenue, Courtroom 15, 18th Floor, San Francisco, CA 94102.

The Court has directed the Plaintiffs to send you this notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You are welcome to attend in person or via videoconference. If you incur travel or related expenses to attend, you will need to pay those yourself. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement or any parties decide to end it, it will be void and the lawsuit will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to www.SeagateSecuritiesLitigation.com.

Learning About the Settlement

What does the settlement provide?

Seagate has agreed to create a $175 million fund to be divided among all Settlement Class Members who send in a valid claim form. This money will be divided among the eligible Settlement Class Members and will also be used to pay for costs and lawyer fees approved by the Court, and for the cost of administering this settlement.

If you are a Settlement Class Member and you do not exclude yourself, all the Court's orders will apply to you and legally bind you. By remaining in the Settlement Class, you will "release" your claims as part of the settlement, which means you cannot sue Defendants for the same issues and legal violations raised in this lawsuit. If the Court approves the Settlement, the Court will enter a final approval order (the "Final Approval Order") and a judgment (the "Judgment"). The Judgment will end the Action. The Final Approval Order will provide that, without further action by anyone, upon the

Effective Date of the Settlement, Settlement Class Members, on behalf of themselves and their Releasing Related Persons (as defined below), shall be deemed to have, and by operation of law and of the Final Approval Order and Judgment, or the Alternate Judgment, if applicable, shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged, and will be forever barred from asserting, commencing, instituting, prosecuting, or maintaining in any court of law or equity, arbitration, or other forum, any and all of the Released Plaintiffs' Claims (as defined below) against the Defendants' Releasees (as defined below), whether or not such Settlement Class Member executes and delivers a Claim or objects to the Settlement. This Release shall not apply to any of the Excluded Claims. This provision will apply regardless of whether any Plaintiff or other Settlement Class Member or their Releasing Related Persons has executed a Claim Form, received notice, participated in the Settlement Fund, filed an objection, or had his, her, or its Claim approved or allowed.

In addition, the Final Approval Order will provide that, without further action by anyone, upon the Effective Date of the Settlement, Defendants, on behalf of themselves and their Releasing Related Persons, shall be deemed to have, and by operation of law and of the Final Approval Order and Judgment, or the Alternate Judgment, if applicable, shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged any and all Released Defendants' Claims against Plaintiffs and the other Plaintiffs' Releasees. This Release shall not apply to any of the Excluded Claims.

- "Released Plaintiffs' Claims" means all claims, actions, demands, losses, rights, duties, obligations, controversies, disputes, debts, sums of money, suits, contracts, agreements, judgments, matters, issues, promises, damages, liabilities, and causes of action of any nature whatsoever, of every nature and description (including, but not limited to, any claims for interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, amounts or liabilities whatsoever), including known claims and Unknown Claims, that have been or could have been asserted in the Action or could in the future be asserted in any forum, whether foreign or domestic, arising under federal, state, common, or foreign law, brought directly or indirectly, in law or in equity, accrued or unaccrued, fixed or contingent, liquidated or unliquidated, matured or unmatured, foreseen or unforeseen, for damages, injunctive, declaratory, or any other relief, that (i) were asserted in the Complaint; or (ii) could have been asserted in any forum that arise out of, are based upon, or relate in any way to, directly or indirectly, any of the allegations, acts, transactions, facts, events, matters, occurrences, disclosures, conduct, failures to act, representations, or omissions alleged, involved, set forth, or referred to in the Complaint and that arise out of, are based upon, or relate in any way, directly or indirectly, to the purchase or acquisition of Seagate common stock during the Class Period. This release does not cover, include, or release any Excluded Claims.

- "Unknown Claims" means any Released Plaintiffs' Claims which any of the Lead Plaintiffs, Settlement Class Members, or their Releasing Related Persons 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 of Defendants or their Releasing Related Persons does not know or suspect to exist in his, her, 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, including, without limitation, a Settlement Class Member's decision not to object or request exclusion from the Settlement Class. Any of Lead Plaintiffs, the Settlement Class Members, and Defendants, and any of the foregoing's Releasing Related Persons, may hereafter discover facts in addition to or different from those that he, she, or it now knows or believes to be true with respect to the subject matter of Released Plaintiffs' Claims and Released Defendants' Claims. But they stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiffs and Defendants shall expressly waive, and each of the other Settlement Class Members and any of the foregoing's Releasing Related Persons shall be deemed to have waived, and by operation of the Final Approval Order and 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 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 Plaintiffs and Defendants acknowledge, and each of the other Settlement Class Members and any of the foregoing's Releasing Related Persons 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.

- "Defendants' Releasees" means (i) Defendants; (ii) the Individual Defendants' Immediate Family Members; (iii) Seagate's future, current, and former direct and indirect parents, affiliates, subsidiaries, and related entities; and (iv) for any of the persons or entities listed in parts (i) through (iii), as applicable, their future, current, and former control persons, officers, directors, agents, successors, predecessors, assigns, assignees, partnerships, partners, principals, trustees, trusts, employees, insurers, reinsurers, indemnitors, advisors, estates, heirs, executors, administrators, shareholders, joint venturers, members, managers, supervisors, contractors, consultants, representatives, accountants, auditors, attorneys, experts, entities in which any of the foregoing have a controlling interest, and legal or personal representatives of the foregoing, in their capacities as such. The Defendants' Releasees are intended as third-party beneficiaries of the Settlement.

- "Released Defendants' Claims" means all claims, demands, losses, rights, and causes of action of any nature whatsoever, of every nature and description, including known claims and Unknown Claims, whether arising under federal, state, local, statutory, or common law or any other law, rule, or regulation (including the law of any jurisdiction outside the United States), that were or could have been asserted in the Action or could in the future be asserted in any forum, whether foreign or domestic, against Plaintiffs' Releasees by Defendants or their Releasing Related Persons, which arise out of, relate to, or are based upon, the institution, prosecution, or settlement of the claims asserted in the Action against Defendants. Released Defendants' Claims do not cover, include, or release any Excluded Claims.

- "Releasing Related Persons" means respective current and former heirs, executors, administrators, representatives, predecessors, successors, officers, directors, agents, parents, affiliates, subsidiaries, employees, attorneys, assignees, assigns, and all persons and entities raising a claim on any Settlement Class Member's behalf or that derives from any Settlement Class Member's claim, in their capacities as such.

- "Plaintiffs' Releasees" means Lead Plaintiffs 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, Immediate Family Members, insurers, reinsurers, advisors, estates, heirs, executors, administrators, shareholders, joint venturers, members, managers, supervisors, contractors, consultants, representatives, attorneys, and legal or personal representatives of the foregoing, in their capacities as such.

- "Excluded Claims" means (i) any claims asserted in any derivative or ERISA action based on similar allegations as those set forth in the Complaint; (ii) any claims of any person or entity who or which submits a request for exclusion that is accepted by the Court; (iii) any claims relating to the enforcement of the Settlement.

How much will my payment be?

If you purchased or otherwise acquired shares of Seagate common stock between September 14, 2020 and April 19, 2023, you may be a Settlement Class Member and entitled to money.

There are exceptions. You are not a Settlement Class Member if:

- you are currently or were an officer or director of Seagate;
- you are an immediate family member of a current or former Seagate officer or director;
- you are the legal representative, heir, or assign of any such excluded persons;
- you owned Seagate stock solely through a mutual fund between September 14, 2020 and April 19, 2023;
- you sold but did not purchase or acquire Seagate stock between September 14, 2020 and April 19, 2023;
- you are the presiding judge, their staff, or an immediate family member of the Judge or their staff.

If you are still unsure if you are a Settlement Class Member, contact the Claims Administrator toll-free at 866-426-2293 or by email at info@SeagateSecuritiesLitigation.com, visit www.SeagateSecuritiesLitigation.com, or submit a Claim Form to see if you are eligible.

Based on Plaintiffs' estimate of the number of allegedly damaged shares eligible to recover under the Settlement, the average distribution per share of Seagate common stock under the Plan of Allocation is approximately $1.03, before deduction of any taxes on the income earned on the Settlement

Amount, notice and administration costs, and the attorneys' fees and litigation expenses as determined by the Court. **Please note, however, that this is only an estimate**. A Settlement Class Member's actual recovery will be a proportion of the Net Settlement Fund determined by that claimant's claim as compared to the total claims of all Settlement Class Members who submit acceptable Claim Forms. An individual Settlement Class Member may receive more or less than this estimated average distribution amount.

The Plan of Allocation, which will be used to calculate your claim, is set forth below. The objective of the Plan of Allocation, formulated in consultation with Plaintiffs' expert, is to equitably distribute the Net Settlement Fund among Authorized Claimants based on their respective alleged economic losses as a result of the alleged fraud, as opposed to losses caused by market- or industry-wide factors, or company-specific factors unrelated to the alleged fraud. The Claims Administrator shall determine each Authorized Claimant's share of the Net Settlement Fund based upon the recognized loss formulas (the "Recognized Loss"), formulated with the assistance of damages experts, described below. Approval of the Settlement is independent from approval of a plan of allocation. Any Court modification or rejection of the Plan of Allocation will not affect the binding nature of the Settlement, if approved. Any orders regarding any modification of the Plan of Allocation will be posted on the Settlement website, www.SeagateSecuritiesLitigation.com.

Plan of Allocation

As discussed above, the Settlement provides $175,000,000 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., Settlement Class Members 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.

1. The Plan of Allocation (the "Plan") set forth herein is the plan that is being proposed to the Court for approval by Plaintiffs after consultation with their damages experts. The Court may approve the Plan with or without modification, or approve another plan of allocation, without further notice

to the Class. Any Orders regarding a modification to the Plan will be posted to www.SeagateSecuritiesLitigation.com. Defendants have had, and will have, no involvement or responsibility for the terms or application of the Plan.

2. 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 wrongdoing alleged in the Action. 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.

3. The Plan reflects the assumption that Defendants' alleged false and misleading statements and material omissions proximately caused the price of Seagate common stock to be artificially inflated throughout the Class Period. In calculating the estimated alleged artificial inflation, Plaintiffs' damages expert considered the impact of public announcements that Plaintiffs believe corrected Defendants' alleged false and misleading statements and material omissions, reflected in price changes in Seagate common stock on March 8, 2022, July 22, 2022, October 26, 2022, and April 20, 2023, adjusting for price changes attributable to market or industry factors on those days.[2]

4. To determine the daily alleged artificial inflation per share, the applied methodology utilized a constant-dollar inflation. The dollar amount inflation in the price of each share of Seagate common stock based on this analysis for each trading day in the Class Period is set forth in Table A below.

5. Under the Plan, Recognized Loss Amounts are based primarily on the difference in the amount of alleged artificial inflation in the prices of Seagate common stock at the time of purchase or acquisition and at the time of sale, or the difference between the actual purchase price and sale

[2] Plaintiffs' damages expert also considered the alleged introduction of artificial inflation on October 23, 2020, January 22, 2021, April 23, 2021, and October 22, 2021, as well as a partial reduction in the alleged artificial inflation on July 21, 2021.

price. To have a Recognized Loss Amount under the Plan of Allocation, a Class Member who purchased or otherwise acquired Seagate common stock during the Class Period must have held those shares through at least one of the corrective disclosures that occurred on March 8, 2022, July 22, 2022, October 26, 2022, and April 20, 2023.

Calculation of Recognized Loss Amount

6. Based on the formula stated below, a "Recognized Loss Amount" will be calculated for each purchase or acquisition of Seagate common stock during the Class Period that is listed on the Claim Form and for which adequate documentation is provided. If a Recognized Loss Amount calculates to a negative number or zero under the formula below, that Recognized Loss Amount will be zero.[3]

7. For each share of Seagate common stock purchased or otherwise acquired during the Class Period (that is, the period from September 14, 2020, through April 19, 2023, inclusive), and:

A. Sold prior to the close of trading on March 7, 2022, the Recognized Loss Amount will be $0.00.

B. Sold from March 8, 2022 through and including the close of trading on April 19, 2023, the Recognized Loss Amount will be *the lesser of*: (i) the amount of alleged artificial inflation on the purchase/acquisition date as stated in Table A below *minus* the amount of alleged artificial inflation on the sale date as stated in Table A below; or (ii) the purchase/acquisition price minus the sale price.

C. Sold from April 20, 2023, through and including the close of trading on July 18, 2023, the Recognized Loss Amount will be *the least of*: (i) the amount of alleged artificial inflation on the purchase/acquisition date as stated in Table A below; (ii) the purchase/acquisition price minus the average closing price from April 20, 2023 through 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 July 18, 2023, the Recognized

[3] Any transactions in Seagate 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.

Loss Amount will be *the lesser of*: (i) the amount of alleged artificial inflation on the purchase/acquisition date as stated in Table A below, or (ii) the purchase/acquisition price *minus* $60.30.[4]

TABLE A
Alleged Artificial Inflation in Seagate Common Stock
September 14, 2020 through April 19, 2023

Date	Alleged Artificial Inflation Per-Share
September 14, 2020 to October 22, 2020	$1.45
from October 23, 2020 to January 21, 2021	$3.01
from January 22, 2021 to April 22, 2021	$4.82
from April 23, 2021 to July 20, 2021	$13.41
from July 21, 2021 to October 21, 2021	$7.79
from October 22, 2021 to March 7, 2022	$9.55
from March 8, 2022 to July 21, 2022	$4.72
from July 22, 2022 to October 25, 2022	$1.45
October 26, 2022 to April 19, 2023	$1.00
April 20, 2023 onwards	$0.00

[4] 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 Seagate common stock during the "90-day look-back period" from April 20, 2023 through July 18, 2023. The mean (average) closing price for Seagate common stock during this period was $60.30.

TABLE B

90-Day Look-back Table for Seagate Common Stock
Closing Price and Average Closing Price
April 20, 2023 through July 18, 2023

Date	Closing Price	Average Closing Price from April 20, 2023 through Date Shown	Date	Closing Price	Average Closing Price from April 20, 2023 through Date Shown
April 20, 2023	$57.08	$57.08	June 5, 2023	$60.86	$59.02
April 21, 2023	$56.42	$56.75	June 6, 2023	$58.59	$59.01
April 24, 2023	$57.01	$56.84	June 7, 2023	$59.30	$59.02
April 25, 2023	$56.09	$56.65	June 8, 2023	$59.88	$59.04
April 26, 2023	$56.34	$56.59	June 9, 2023	$60.89	$59.09
April 27, 2023	$56.80	$56.62	June 12, 2023	$63.41	$59.21
April 28, 2023	$58.77	$56.93	June 13, 2023	$64.69	$59.35
May 1, 2023	$58.56	$57.13	June 14, 2023	$65.29	$59.51
May 2, 2023	$56.85	$57.10	June 15, 2023	$66.14	$59.67
May 3, 2023	$55.92	$56.98	June 16, 2023	$64.30	$59.78
May 4, 2023	$55.12	$56.81	June 20, 2023	$62.58	$59.85
May 5, 2023	$55.94	$56.74	June 21, 2023	$61.57	$59.89
May 8, 2023	$56.29	$56.71	June 22, 2023	$61.23	$59.92
May 9, 2023	$57.31	$56.75	June 23, 2023	$60.32	$59.93
May 10, 2023	$57.27	$56.78	June 26, 2023	$60.55	$59.94
May 11, 2023	$56.80	$56.79	June 27, 2023	$62.11	$59.99
May 12, 2023	$57.57	$56.83	June 28, 2023	$61.62	$60.02
May 15, 2023	$61.06	$57.07	June 29, 2023	$61.94	$60.06
May 16, 2023	$60.80	$57.26	June 30, 2023	$61.87	$60.10
May 17, 2023	$61.14	$57.46	July 3, 2023	$62.18	$60.14
May 18, 2023	$62.75	$57.71	July 5, 2023	$60.82	$60.15
May 19, 2023	$62.26	$57.92	July 6, 2023	$60.82	$60.17
May 22, 2023	$62.95	$58.13	July 7, 2023	$60.28	$60.17
May 23, 2023	$62.37	$58.31	July 10, 2023	$60.40	$60.17
May 24, 2023	$61.32	$58.43	July 11, 2023	$61.06	$60.19
May 25, 2023	$60.11	$58.50	July 12, 2023	$61.62	$60.21
May 26, 2023	$62.29	$58.64	July 13, 2023	$62.02	$60.24
May 30, 2023	$61.00	$58.72	July 14, 2023	$61.57	$60.27
May 31, 2023	$60.10	$58.77	July 17, 2023	$60.95	$60.28
June 1, 2023	$61.30	$58.85	July 18, 2023	$61.39	$60.30
June 2, 2023	$62.21	$58.96			

ADDITIONAL PROVISIONS

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 above.

FIFO Matching: If a Claimant made more than one purchase/acquisition or sale of Seagate common stock during the Class Period, all purchases/acquisitions 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/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period.

Purchase/Sale Prices: For the purposes of calculations above, "purchase/acquisition 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.

"Purchase/Acquisition/Sale" Dates: Purchases or acquisitions and sales of Seagate 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 Seagate common stock during the Class Period will not be deemed a purchase, acquisition, or sale of Seagate 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/acquisition/sale of Seagate common stock unless (i) the donor or decedent purchased or otherwise acquired or sold such Seagate 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 Seagate common stock.

Short Sales: The date of covering a "short sale" is deemed to be the date of purchase or acquisition of the Seagate common stock. The date of a "short sale" is deemed to be the date of sale of the Seagate 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.

If a Claimant has an opening short position in Seagate common stock, the earliest purchases or acquisitions of Seagate 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.

Common Stock Purchased/Sold Through the Exercise of Options: Option contracts are not securities eligible to participate in the Settlement. With respect to Seagate 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.

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 Seagate 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 Amount[5] and (ii) the sum of the Claimant's Total Sales Proceeds[6] and the Claimant's Holding Value.[7] 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.

If a Claimant had a Market Gain with respect to his, her, or its overall transactions in Seagate 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 Seagate 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.

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.

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[5] The "Total Purchase Amount" is the total amount the Claimant paid (excluding all fees, taxes, and commissions) for all shares of Seagate common stock purchased or acquired during Class Period.

[6] The Claims Administrator shall match any sales of Seagate common stock during the Class Period first against the Claimant's opening position in Seagate 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 Seagate common stock sold during the Class Period is the "Total Sales Proceeds."

[7] The Claims Administrator shall ascribe a "Holding Value" of $57.08 to each share of Seagate common stock purchased or acquired during the Class Period that was still held as of the close of trading on April 19, 2023.

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.

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 six (6) 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. If 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 [___________].

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 or entity shall have any claim against Plaintiffs, Plaintiffs' Counsel, Plaintiffs' damages experts, Plaintiffs' consulting experts, Defendants, Defendants' Counsel, 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 Stipulation, the plan of allocation approved by the Court, or further Orders of the Court. Plaintiffs, 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 (including interest and penalties) owed by the Settlement Fund; or any losses incurred in connection therewith.

If you have questions about the calculation and how it applies to you, contact the Claims Administrator toll-free at 866-426-2293 or by email at info@SeagateSecuritiesLitigation.com.

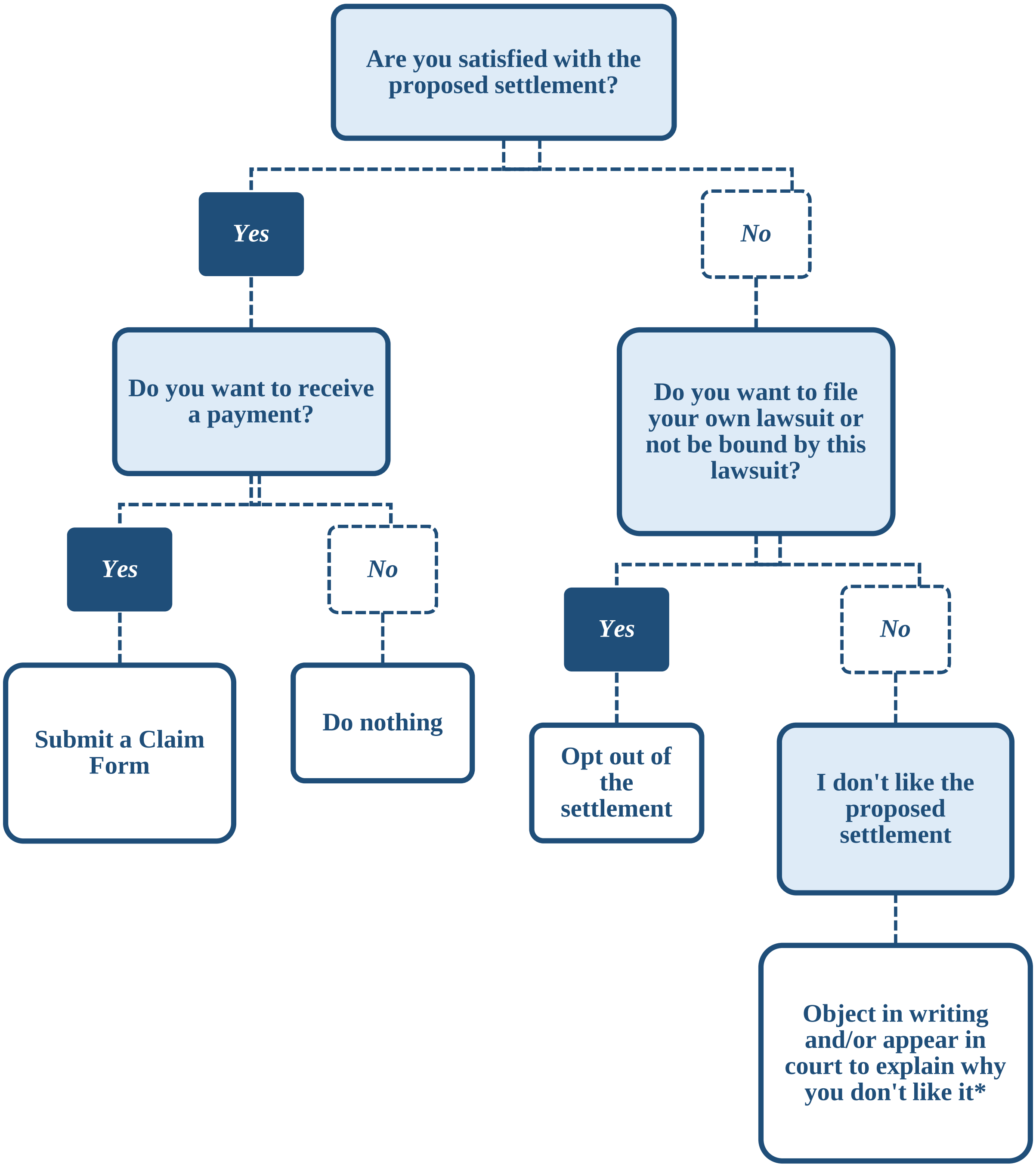
Deciding What to Do

How do I weigh my options?

You have four options. You can stay in the settlement and submit a claim, you can opt out of the settlement, you can object to the settlement, or you can do nothing. This chart shows the effects of each option:

	Submit a Claim	**Opt out**	**Object**	**Do Nothing**
Can I receive settlement money if I . . .	YES	NO	YES	NO
Am I bound by the terms of this lawsuit if I . . .	YES	NO	YES	YES
Can I pursue my own case if I . . .	NO	YES	NO	NO
Will the class lawyers represent me if I . . .	YES	NO	NO	YES

What is the best path for me?



**You can object to the settlement AND submit a claim form to receive payment.*

Submitting a Claim

How do I get a payment if I am a Settlement Class Member?

If you wish to receive money, you must submit a completed Claim Form with adequate supporting documentation to the Claims Administrator online or download a claim form at www.SeagateSecuritiesLitigation.com and mail to the Claims Administrator (address below). Please retain all records of your ownership of and transactions in Seagate common stock, as they may be needed to document your Claim. All financial information submitted in the claims process will be used only for settlement purposes and will otherwise be kept confidential. For more information about data security practices, please contact the Claims Administrator (contact information below).

Unless the Court otherwise orders or Plaintiffs' Counsel exercise their discretion to excuse late submission, any Settlement Class Member who fails to submit a Claim Form postmarked or submitted online by 11:59 p.m. EST on _______, 2026, 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 Stipulation, including the terms of any Judgment and Final Approval Order entered and the Releases given.

Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers to work on the case and represent the interests of all the class members. For this settlement, the Court has appointed Motley Rice LLC and Bernstein Litowitz Berger & Grossmann LLP. These are the lawyers who negotiated this settlement on your behalf.

If you want to be represented by your own lawyer, you may hire one at your own expense.

Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid from the Settlement Fund. **You will not have to pay the lawyers directly.**

To date, your lawyers have not been paid any money for their work in pursuing claims against the Defendants on behalf of the Settlement Class, nor have Plaintiffs' Counsel been reimbursed for their out-of-pocket expenses. To pay for some of their time and the risk in bringing this case without any guarantee of payment unless they were successful, as part of the final approval of this Settlement, your lawyers will apply to the Court for an award of attorneys' fees in an amount not to exceed 25% of the Settlement Fund plus interest. At the same time, your lawyers also intend to apply to the Court for reimbursement of their expenses in an amount not to exceed $1.3 million, including the potential awards for Class Representatives discussed below.

Lawyers' fees and expenses will only be awarded if approved by the Court as fair and reasonable. You have the right to object to the lawyers' fees even if you think the settlement terms are fair.

Your lawyers will also ask the Court to approve a payment of a total not to exceed $75,000 to the Class Representatives as reimbursement for the time and any other costs they incurred in representing the Settlement Class. If approved by the Court, these cost reimbursement awards will be paid from the Settlement Fund.

The total Notice and Administration Costs are estimated to be $679,000. 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.

Opting Out

What if I don't want to be part of this settlement?

You can opt out. If you do, you will not receive payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this lawsuit. That means you keep the right to sue Defendants or be part of another case against any of the Defendants about the issues in this lawsuit. **If you have a pending lawsuit about these issues against any of the Defendants, speak to your lawyer in that case immediately.** You must exclude yourself from this Settlement Class to continue your own lawsuit.

Defendants have the right to terminate the Settlement if valid requests for exclusion are received from persons and entities entitled to be Settlement

Class Members in an amount that exceeds a threshold agreed to by Plaintiffs and Defendants.

How do I opt out?

To opt out of the Settlement Class, you must complete the Opt-Out Form which must is available online at www.SeagateSecuritiesLitigation.com or mail a letter requesting exclusion to the Claims Administrator at:

Seagate Securities Litigations
EXCLUSIONS
c/o Strategic Claim Services
P.O. Box 230
600 N. Jackson Street, Suite 205
Media, PA 19063

The Opt-Out Form or any other request for exclusion must be received by **[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 Seagate Technology Holdings plc Securities Litigation*, Case No. 3:23-cv-03431-RFL (N.D. Cal.)"; (iii) state the number of shares of Seagate common stock that the person or entity requesting exclusion (A) owned as of the opening of trading on September 14, 2020 and (B) 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; and (iv) be signed by the person or entity requesting exclusion or an authorized representative.

Objecting

What if I disagree with the settlement?

If you disagree with any part of the Settlement, the Plan of Allocation, or the attorneys' fee and litigation expense application, but don't want to opt out, you may file a written objection with the Court or submit an Objection form online. The Court can only approve or deny the Settlement and cannot change the terms of the Settlement. Objections must be in writing, unless the Court orders otherwise. The Court may excuse the written objection requirement upon a showing of good cause.

Your objection must explain why you think the Court should not approve the settlement and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement — it cannot change the terms of the settlement. If you submit a timely written objection, you may, but are not required to, appear at the Settlement Fairness Hearing, either in person or through your own lawyer. If you appear through your lawyer, you are responsible for hiring and paying that lawyer.

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 Settlement Class Member. The requirement to submit a written objection as a prerequisite to appearing in Court to object to the Settlement may be excused upon a showing of good cause. The Court will require only substantial compliance with the requirements for submitting an objection.

An Objection Form is available online at www.SeagateSecuritiesLitigation.com or you may submit a letter to the Court that:

(1) includes the case name and number: *In re Seagate Technology Holdings plc Securities Litigation*, Case No. 3:23-cv-03431-RFL (N.D. Cal.);
(2) includes your full name, address and telephone number, and email address (if you have one);
(3) states the reasons for your objection, including any legal and evidentiary support you wish to bring to the Court's attention;
(4) says whether either you or your lawyer intend to appear at the final approval hearing and your lawyer's name;
(5) includes your signature.

If you intend to appear and desire to present evidence at the Settlement Hearing in support of your objection, you should include in your written objection the identity of any witnesses you may call to testify and any exhibits you intend to introduce into evidence at the hearing. Objectors should include documents sufficient to prove membership in the Settlement Class, including the number of shares of Seagate common stock that the objecting Settlement Class Member (A) owned as of the opening of trading on September 14, 2020 and (B) 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. To the extent such documentation is not provided, the Parties may contest an objector's standing as a member of the Settlement Class.

You must file your written objection or form, together with copies of all other papers and briefs supporting the objection, either electronically by using the on-line Objection Form available at www.SeagateSecuritiesLitigation.com or electronically or in person at any location of the United States District Court for the Northern District of California, or by mail with the Clerk's Office at the United States District Court for the Northern District of California at the address set forth below. All objections must be filed or postmarked or submitted online on or before **DATE**.

United States District Court for the
Northern District of California
c/o Clerk of the Court
Phillip Burton Federal Building
450 Golden Gate Avenue, 16th Floor
San Francisco, CA 94102

Any Settlement Class Member that does not substantially comply with objecting in the manner prescribed above 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. The Claims Administrator or Lead Counsel will promptly file on the case docket any objections received via the on-line Objection Form.

Doing Nothing

What are the consequences of doing nothing?

If you do nothing, you will not get any money, but you will still be bound by the orders of the Court in this Action, including any order approving the settlement, and you will be subject to the "release" provisions, discussed on pages [x-x], which release your rights to start, continue, or be part of any other lawsuit against any Defendant about the issues in this case.

Key Resources

How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms, as well as other case documents, can be found on the case website: www.SeagateSecuritiesLitigation.com. For answers to your questions or to access the settlement agreement and other case documents, you may:

- contact your lawyer (information below);
- contact the Claims Administrator (information below);
- visit the case website at www.SeagateSecuritiesLitigation.com;
- access the Court Electronic Records (PACER) system online at: https://ecf.cand.uscourts.gov; or
- visit the Clerk of the Court's office between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays (address below).

Resource	Contact Information
Case website	www.SeagateSecuritiesLitigation.com
Claims Administrator	*Seagate Securities Litigation* c/o Strategic Claim Services P.O. Box 230 600 N. Jackson Street, Suite 205 Media, PA 19063 1-866-426-2293 info@SeagateSecuritiesLitigation.com
Your Lawyers (Investors' Lawyers)	Motley Rice LLC Attn: Christopher F. Moriarty 28 Bridgeside Blvd.

	Mount Pleasant, SC 29464 Tel: (888) 425-2020 Email: infoseagatesettlement@motleyrice.com Bernstein Litowitz Berger & Grossmann LLP Attn: James A. Harrod 1251 Avenue of the Americas New York, NY 10020 Telephone: (800) 380-8496 Email: settlements@blbglaw.com
Court (DO NOT CONTACT)	**Please do not call the Court or the Court Clerk's office to inquire about this settlement or the claim process.** United States District Court for the Northern District of California Phillip Burton Federal Building 450 Golden Gate Avenue, 16th Floor San Francisco, CA 94102

Exhibit A-3

Exhibit A-3

Seagate Securities Litigation
Toll-Free Number: (866) 426-2293
Email: info@SeagateSecuritiesLitigation.com
Website: www.SeagateSecuritiesLitigation.com

PROOF OF CLAIM AND RELEASE FORM

To be eligible to receive a share of the Net Settlement Fund in connection with the Settlement of this Action, you must complete and sign this Proof of Claim and Release Form ("Claim Form") and mail it by First-Class Mail to the address below, or submit it online at www.SeagateSecuritiesLitigation.com, with supporting documentation, ***postmarked*** **(if mailed) or submitted online no later than _________, 2026**.

Mail to:

Seagate Securities Litigation
c/o Strategic Claim Services
P.O. Box 230
600 N. Jackson Street, Suite 205
Media, PA 19063

Failure to submit your Claim Form by the date specified will subject your claim to rejection and may preclude you from being eligible to receive any money in connection with the Settlement.

Do not mail or deliver your Claim Form to the Court, the Parties to the Action, or their counsel. Submit your Claim Form only to the Claims Administrator at the address set forth above.

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PART IV – RELEASE OF CLAIMS, CERTIFICATION, AND SIGNATURE	**7**

Need help? If you have questions concerning this Claim Form or need assistance in filling out the Claim Form, you may contact the Claims Administrator at the above mailing address, by email at info@SeagateSecuritiesLitigation.com, or by toll-free phone at (866) 426-2293, or you can visit the website, www.SeagateSecuritiesLitigation.com.

PART I – CLAIMANT INFORMATION

The Claims Administrator will use this information for all communications regarding this Claim Form. If this information changes, you MUST notify the Claims Administrator in writing at the address above. Complete names of all persons and entities must be provided.

Name of the Beneficial Owner of Seagate common stock (see ¶ 9 on next page for details)

First Name | Last Name

Joint Owner's Name (*if applicable*)

First Name | Last Name

If this claim is submitted for an IRA, and if you would like any check that you MAY be eligible to receive made payable to the IRA, please include "IRA" in the "Last Name" box above (*e.g.*, Jones IRA).

Entity Name (if the Owner is not an individual)

Name of Representative, if applicable (*executor, administrator, trustee, c/o, etc.*), if different from Owner

Last 4 digits of Social Security Number or Taxpayer Identification Number

Street Address

Street Address (second line, if needed)

City | State/Province | Zip Code

Foreign Postal Code (if applicable) | Foreign Country (if applicable)

Telephone Number (Day) | Telephone Number (Evening)

Email Address (email address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this claim):

Type of Owner:

Specify one of the following:

☐ Individual(s) ☐ Corporation ☐ UGMA Custodian ☐ IRA

☐ Partnership ☐ Estate ☐ Trust ☐ Other (describe: ________________________)

PART II – GENERAL INSTRUCTIONS

1. It is important that you completely read and understand the Notice of (I) Pendency of Class Action and Proposed Settlement; (II) Settlement Fairness Hearing; and (III) Motion for Attorneys' Fees and Litigation Expenses ("Notice"), including the proposed Plan of Allocation set forth in the Notice ("Plan of Allocation"). The Notice describes the proposed Settlement, how Settlement Class Members are affected by the Settlement, and the manner in which the Net Settlement Fund will be distributed if the Settlement and Plan of Allocation are approved by the Court. The Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read and that you understand the Notice, including the terms of the Releases described therein and provided for herein.

2. This Claim Form is directed to **all persons and entities who purchased or otherwise acquired common stock of Seagate Technology Holdings plc ("Seagate") from September 14, 2020 through April 19, 2023, inclusive ("Class Period"), and were allegedly damaged thereby ("Settlement Class")**. Certain persons and entities are excluded from the Settlement Class by definition as set forth on page [__] of the Notice.

3. By submitting this Claim Form, you are making a request to share in the proceeds of the Settlement described in the Notice. If you are not a Settlement Class Member (see the definition of the Settlement Class on page [_] of the Notice), or if you, or someone acting on your behalf, submitted a request for exclusion from the Settlement Class, do not submit a Claim Form. **You may not, directly or indirectly, participate in the Settlement if you are not a Settlement Class Member.** Thus, if you are excluded from the Settlement Class, any Claim Form that you submit, or that may be submitted on your behalf, will not be accepted.

4. **Submission of this Claim Form does not guarantee that you will share in the proceeds of the Settlement. The distribution of the Net Settlement Fund will be governed by the Plan of Allocation set forth in the Notice, if it is approved by the Court, or by such other plan of allocation as the Court approves.**

5. Use the Schedule of Transactions in Part III of this Claim Form to supply all required details of your transaction(s) (including free transfers and deliveries) in and holdings of Seagate common stock. In this Schedule, please provide all of the requested information with respect to your holdings, purchases, acquisitions, and sales of Seagate common stock, whether such transactions resulted in a profit or a loss. **Failure to report all transaction and holding information during the requested time periods may result in the rejection of your claim.**

6. **Please note**: Only Seagate common stock purchased or acquired during the Class Period (*i.e.*, the period from September 14, 2020 through April 19, 2023, inclusive) is eligible under the Settlement. However, because the PSLRA provides for a "90-day look-back period" (described in the Plan of Allocation set forth in the Notice), you must provide documentation related to your purchases, acquisitions, and sales of Seagate common stock during the period from April 20, 2023 through July 18, 2023 (i.e., the 90-day look-back period) in order for the Claims Administrator to calculate your Recognized Loss Amount under the Plan of Allocation and process your claim. **Failure to report all transaction and holding information during the requested time periods may result in the rejection of your claim.**

7. You are required to submit genuine and sufficient documentation for all of your transactions in and holdings of the Seagate common stock set forth in the Schedule of Transactions in Part III of this Claim Form. Documentation may consist of copies of trade confirmations or account statements, or an authorized statement from your broker or other financial institution containing the transactional and holding information found in a trade confirmation or account statement. The Parties and the Claims Administrator do not independently have information about your investments in Seagate 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. **Please keep a copy of all documents that you send to the Claims Administrator. Also, do not highlight any portion of the Claim Form or any supporting documents.**

8. **One Claim Form should be submitted for each separate legal entity or separately managed account.** Separate Claim Forms should be submitted for each separate legal entity (e.g., an individual should not combine his or her IRA transactions with transactions made solely in the individual's name). Generally, a single Claim Form should be submitted on behalf of one legal entity including all holdings and transactions made by that entity on one Claim Form. However, if a single person or legal entity had multiple accounts that were separately managed, separate Claims may be submitted for each such account. The Claims Administrator reserves the right to request information on all the holdings and transactions in Seagate common stock made on behalf of a single beneficial owner.

9. All joint beneficial owners must sign this Claim Form and their names must appear as "Claimants" in Part II of this Claim Form. The complete name(s) of the beneficial owner(s) must be entered. If you purchased or acquired Seagate common stock during the Class Period and held the shares in your name, you are the beneficial owner as well as the record owner. If you purchased or acquired Seagate common stock during the Class Period and the shares were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial owner of these shares, but the third party is the record owner. The beneficial owner, not the record owner, must sign this Claim Form.

10. Agents, executors, administrators, guardians, and trustees must complete and sign the Claim Form on behalf of persons represented by them, and they must:

(a) expressly state the capacity in which they are acting;

(b) identify the name, account number, last four digits of the Social Security Number (or Taxpayer Identification Number), address, and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the Seagate common stock; and

(c) furnish herewith evidence of their authority to bind to the Claim Form the person or entity on whose behalf they are acting. (Authority to complete and sign a Claim Form cannot be established by stockbrokers demonstrating only that they have discretionary authority to trade securities in another person's accounts.)

11. By submitting a signed Claim Form, you will be swearing to the truth of the statements contained therein and the genuineness of the documents attached thereto, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, will result in the rejection of your claim and may subject you to civil liability or criminal prosecution.

12. If the Court approves the Settlement, payments to eligible Authorized Claimants pursuant to the Plan of Allocation (or such other plan of allocation as the Court approves) will be made after any appeals are resolved, and after the completion of all claims processing. The claims process will take substantial time to complete fully and fairly. Please be patient.

13. **PLEASE NOTE**: As set forth in the Plan of Allocation, each Authorized Claimant shall receive their *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.

14. If you have questions concerning the Claim Form, or need additional copies of the Claim Form or a copy of the Notice, you may contact the Claims Administrator, Strategic Claims Services, at the above address,

by email at info@SeagateSecuritiesLitigation.com, or by toll-free phone at 866-426-2293, or you can visit the website maintained by the Claims Administrator, www.SeagateSecuritiesLitigation.com, where copies of the Claim Form and Notice are available for downloading.

15. **NOTICE REGARDING ELECTRONIC FILES**: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. To obtain the ***mandatory*** electronic filing requirements and file layout, you may visit the website www.SeagateSecuritiesLitigation.com, or you may email the Claims Administrator's electronic filing department at info@SeagateSecuritiesLitigation.com. **Any file that is not in accordance with the required electronic filing format will be subject to rejection.** No electronic files will be considered to have been properly submitted unless the Claims Administrator issues an email to you to that effect. **Do not assume that your file has been received until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the Claims Administrator's electronic filing department at info@SeagateSecuritiesLitigation.com to inquire about your file and confirm it was received.**

IMPORTANT PLEASE NOTE:

YOUR CLAIM IS NOT DEEMED SUBMITTED UNTIL YOU RECEIVE AN ACKNOWLEDGMENT POSTCARD. THE CLAIMS ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR CLAIM FORM BY MAIL WITHIN 60 DAYS. IF YOU DO NOT RECEIVE AN ACKNOWLEDGMENT POSTCARD WITHIN 60 DAYS, CALL THE CLAIMS ADMINISTRATOR TOLL FREE AT 866-426-2293.

PART III – SCHEDULE OF TRANSACTIONS IN SEAGATE COMMON STOCK

The only eligible security is the common stock of Seagate Technology Holdings plc ("Seagate"). Seagate common stock trades on the NASDAQ under the ticker symbol **STX**, and its **CUSIP** is **G7997R103**. Do not include information regarding securities other than Seagate common stock. Please include proper documentation with your Claim Form as described in detail in Part II – General Instructions ¶ 7, above.

1. HOLDINGS AS OF SEPTEMBER 14, 2020 – State the total number of shares of Seagate common stock held as of the opening of trading on September 14, 2020. (Must be documented.) If none, write "zero" or "0." ________________	Confirm Proof of Position Enclosed ☐

2. PURCHASES/ACQUISITIONS FROM SEPTEMBER 14, 2020 THROUGH APRIL 19, 2023, INCLUSIVE – Separately list each and every purchase or acquisition (including free receipts) of Seagate common stock from September 14, 2020 through the close of trading on April 19, 2023. (Must be documented.)

Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Number of Shares Purchased	Purchase Price Per Share	Total Purchase Price (excluding any taxes, commissions, and fees)	Confirm Proof of Purchase Enclosed
/ /		$	$	☐
/ /		$	$	☐
/ /		$	$	☐
/ /		$	$	☐

3. PURCHASES/ACQUISITIONS FROM APRIL 20, 2023 THROUGH JULY 18, 2023, INCLUSIVE – State the total number of shares of Seagate common stock purchased or acquired (including free receipts) from April 20, 2023 through the close of trading on July 18, 2023. If none, write "zero" or "0." ____________________

4. SALES FROM SEPTEMBER 14, 2020 THROUGH JULY 18, 2023 – Separately list each and every sale or disposition (including free deliveries) of Seagate common stock from September 14, 2020 through the close of trading on July 18, 2023. (Must be documented.)	**IF NONE, CHECK HERE** ☐

Date of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (not deducting any taxes, commissions, and fees)	Confirm Proof of Sale Enclosed
/ /		$	$	☐
/ /		$	$	☐
/ /		$	$	☐
/ /		$	$	☐

5. HOLDINGS AS OF JULY 18, 2023 – State the total number of shares of Seagate common stock held as of the close of trading on July 18, 2023. (Must be documented.) If none, write "zero" or "0." ________________	Confirm Proof of Position Enclosed ☐

IF YOU REQUIRE ADDITIONAL SPACE FOR THE SCHEDULE ABOVE, ATTACH EXTRA SCHEDULES IN THE SAME FORMAT. PRINT THE BENEFICIAL OWNER'S FULL NAME AND LAST FOUR DIGITS OF SOCIAL SECURITY/TAXPAYER IDENTIFICATION NUMBER ON EACH ADDITIONAL PAGE. IF YOU DO ATTACH EXTRA SCHEDULES, CHECK THIS BOX. ☐

PART IV – RELEASE OF CLAIMS, CERTIFICATION, AND SIGNATURE

YOU MUST ALSO READ THE RELEASE AND CERTIFICATION BELOW AND SIGN ON PAGE 8 OF THIS CLAIM FORM.

I (We) hereby acknowledge that, pursuant to the terms set forth in the Stipulation, without further action by anyone, upon the Effective Date of the Settlement, I (we), on behalf of myself (ourselves) and my (our) (the claimant(s)') respective current and former heirs, executors, administrators, representatives, predecessors, successors, officers, directors, agents, parents, affiliates, subsidiaries, employees, attorneys, assignees, assigns, and all persons and entities raising a claim on my (our) behalf (behalves) or that derives from my (our) claim, in their capacities as such, shall be deemed to have, and by operation of law and of the final approval order and judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiffs' Claim against Defendants and the other Defendants' Releasees.

CERTIFICATION

By signing and submitting this Claim Form, the claimant(s) or the person(s) who represent(s) the claimant(s) agree(s) to the release above and certifies (certify) as follows:

1. that I (we) have read and understand the contents of the Notice and this Claim Form, including the releases provided for in the Settlement and the terms of the Plan of Allocation;

2. that the claimant(s) is a (are) Settlement Class Member(s), as defined in the Notice, and is (are) not excluded by definition from the Settlement Class as set forth in the Notice;

3. that the claimant(s) did ***not*** submit a request for exclusion from the Settlement Class;

4. that I (we) owned the Seagate common stock identified in the Claim Form and have not assigned the claim to another, or that, in signing and submitting this Claim Form, I (we) have the authority to act on behalf of the owner(s) thereof and the owner(s) has (have) not assigned the claim to another;

5. that the claimant(s) has (have) not submitted any other claim covering the same purchases or acquisitions of Seagate common stock and knows (know) of no other person having done so on the claimant's (claimants') behalf;

6. that the claimant(s) has (have) not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any Released Plaintiffs' Claim against any of the Defendants' Releasees;

7. that the claimant(s) submit(s) to the jurisdiction of the United States District Court for the Northern District of California with respect to claimant's (claimants') claim and for purposes of enforcing the releases set forth herein;

8. that I (we) agree to furnish such additional information with respect to this Claim Form as Lead Counsel, the Claims Administrator, or the Court may require;

9. that the claimant(s) waive(s) the right to trial by jury, to the extent it exists, and agree(s) to the determination by the Court of the validity or amount of this Claim, and waive(s) any right of appeal or review with respect to such determination;

10. that I (we) acknowledge that the claimant(s) will be bound by and subject to the terms of any final approval order and judgment(s) that may be entered in the Action; and

11. I (we) have included all information about all of my (our) purchases, acquisitions, and sales of Seagate common stock that occurred from September 14, 2020 through July 18, 2023 and the number of shares held by me (us), to the extent requested.

12. that the claimant(s) is (are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because (i) the claimant(s) is (are) exempt from backup withholding or (ii) the claimant(s) has (have) not been notified by the IRS that he, she, or it is subject to backup withholding as a result of a failure to report all interest or dividends or (iii) the IRS has notified the claimant(s) that he, she, or it is no longer subject to backup withholding. **If the IRS has notified the claimant(s) that he, she, it, or they is (are) subject to backup withholding, please strike out the language in the preceding sentence indicating that the claim is not subject to backup withholding in the certification above.**

UNDER THE PENALTIES OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE, AND THAT THE DOCUMENTS SUBMITTED HEREWITH ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

Signature of claimant Date

Print claimant name here

Signature of joint claimant, if any Date

Print joint claimant name here

If the claimant is other than an individual, or is not the person completing this form, the following also must be provided:

Signature of person signing on behalf of claimant Date

Print name of person signing on behalf of claimant here

Capacity of person signing on behalf of claimant, if other than an individual, *e.g.*, executor, president, trustee, custodian, etc. (Must provide evidence of authority to act on behalf of Claimant – *see* ¶ 10 on page 4 of this Claim Form.)

REMINDER CHECKLIST

1. Sign the above release and certification. If this Claim Form is being made on behalf of joint claimants, then both must sign.
2. Attach only ***copies*** of acceptable supporting documentation as these documents will not be returned to you.
3. Do not highlight any portion of the Claim Form or any supporting documents.
4. Keep copies of the completed Claim Form and documentation for your own records.
5. The Claims Administrator will acknowledge receipt of your Claim Form by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgment postcard. **If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll-free at (866) 426-2293.**
6. If your address changes in the future, or if this Claim Form was sent to an old or incorrect address, you must send the Claims Administrator written notification of your new address. If you change your name, inform the Claims Administrator.
7. If you have any questions or concerns regarding your Claim Form, contact the Claims Administrator at the mailing address below, by email at info@SeagateSecuritiesLitigation.com, or by toll-free phone at (866) 426-2293, or you may visit www.SeagateSecuritiesLitigation.com. DO NOT call Seagate, the other Defendants, or their counsel with questions regarding your Claim Form.

This Claim Form must be mailed to the Claims Administrator by First-Class Mail or submitted online at www.SeagateSecuritiesLitigation.com, postmarked (or submitted online) no later than ________, 2026. If mailed, the Claim Form should be addressed as follows:

Seagate Securities Litigation
c/o Strategic Claim Services
P.O. Box 230
600 N. Jackson Street, Suite 205
Media, PA 19063

Payments to eligible Authorized Claimants will be made only if the Court approves the Settlement, after any appeals are resolved, and after the completion of all claims processing.

You should be aware that it will take a significant amount of time to fully process all of the Claim Forms. Please be patient and notify the Claims Administrator of any change of address.

Exhibit A-4

Exhibit A-4

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

In re Seagate Technology Holdings plc Securities Litigation	Case No. 3:23-cv-03431-RFL CLASS ACTION Hon. Rita F. Lin

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

TO: All persons and entities who purchased or otherwise acquired common stock of Seagate Technology Holdings plc from September 14, 2020 through April 19, 2023, inclusive (the "Class Period"), and were allegedly damaged thereby ("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 Northern District of California ("Court"), that the above-captioned securities class action (the "Action") is pending in the Court.

YOU ARE ALSO NOTIFIED that (i) Lead Plaintiffs Universal-Investment-Gesellschaft mbH, Universal-Investment-Luxembourg S.A., UI BVK Kapitalverwaltungsgesellschaft mbH, Public Employees' Retirement System of Mississippi, and Arkansas Public Employees' Retirement System and (ii) defendant Seagate Technology Holdings plc ("Seagate" or the "Company"), and defendants William D. Mosley and Gianluca Romano (collectively, the "Individual Defendants" and, with Seagate, "Defendants") have reached a proposed settlement of

[1] Certain persons and entities are excluded from the Settlement Class by definition, as set forth in the full Notice of (I) Pendency of Class Action and Proposed Settlement; (II) Settlement Fairness Hearing; and (III) Motion for Attorneys' Fees and Litigation Expenses (the "Notice"), available at www.SeagateSecuritiesLitigation.com.

the Action on behalf of the Settlement Class for **$175,000,000** in cash (the "Settlement"). If approved by the Court, the Settlement will resolve all claims in the Action.[2]

The Action involves allegations that Seagate and certain of its senior officers violated federal securities laws. Lead Plaintiffs allege that, during the period from September 14, 2020 through April 19, 2023, Seagate and the Individual Defendants—Seagate's Chief Executive Officer, William D. Mosley, and Seagate's Chief Financial Officer, Gianluca Romano—engaged in a scheme to defraud investors and made certain material misrepresentations and omissions about Seagate's business, in violation of Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act"), including misleading statements and omissions concealing the export of over $1.1 billion in hard disk drives to a Chinese company in violation of U.S. export laws. Lead Plaintiffs also allege that the Individual Defendants controlled Seagate when the alleged misstatements were made, in violation of Section 20(a) of the Exchange Act. Defendants deny all allegations of fault, liability, wrongdoing, or damages, deny that they made any misleading statements or omissions, and deny any violations of the federal securities laws. Issues and defenses at issue in the Action included (i) whether Defendants made materially false statements or omissions; (ii) whether Defendants made the statements with the required state of mind; (iii) whether the alleged misstatements caused class members' alleged losses; and (iv) the amount of damages, if any. These disputed issues have not been determined by the Court. The proposed settlement was reached following two mediation sessions and extensive arm's-length negotiations conducted with the assistance of an experienced third-party mediator.

A hearing ("Settlement Hearing") will be held on **__________, 2026 at __:__ _.m.**, before the Honorable Rita F. Lin, United States District Court Judge for the Northern District of California, in Courtroom 15, 18th Floor of the Phillip Burton Federal Building, 450 Golden Gate Avenue, San Francisco, CA 94102, and by Zoom videoconference, to determine, among other things: (i) whether, for purposes of settlement, the Action should be certified as a class action on behalf of the Settlement Class, Lead Plaintiffs should be appointed as Class Representatives for the Settlement Class, and Lead Counsel should be appointed as Class Counsel for the Settlement Class; (ii) whether the Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Settlement Class, and should be finally approved by the Court; (iii) whether the Action should be dismissed with prejudice against Defendants and the releases specified and described in the Stipulation (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 motion for attorneys' fees and litigation expenses should be approved. Persons may access the Settlement Hearing via videoconference at https://cand.uscourts.gov/judges/lin-rita-f-rfl/. 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 website for the Settlement, www.SeagateSecuritiesLitigation.com.

Lead Counsel, which have 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 the Action. Lead

[2] Capitalized terms not otherwise defined herein shall have the same meaning as in the Stipulation and Agreement of Settlement dated May 29, 2026 ("Stipulation"). The Stipulation can be viewed at www.SeagateSecuritiesLitigation.com.

Counsel will apply to the Court for an award of attorneys' fees in an amount not to exceed 25% of the Settlement Fund. In addition, Lead Counsel will apply for payment of Litigation Expenses in connection with the institution, prosecution, and resolution of the Action in an amount not to exceed $1.3 million. The total Notice and Administration Costs are estimated to be $679,000. 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.

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 Settlement proceeds. This notice provides only a summary of the information contained in the detailed Notice. You may obtain a copy of the Notice, along with the Claim Form, by: (i) contacting the Claims Administrator at *Seagate Securities Litigation*, c/o Strategic Claim Services, P.O. Box 230, 600 N. Jackson Street, Suite 205, Media, PA 19063, 1-866-426-2293, info@SeagateSecuritiesLitigation.com; or (ii) downloading them from the website for the Settlement, www.SeagateSecuritiesLitigation.com.

To be eligible to receive a payment from the Settlement, you must be a member of the Settlement Class and submit a Claim Form ***postmarked (if mailed), or online, no later than ____________, 2026***, in accordance with the instructions set forth in the Claim Form. If you are a Settlement Class Member and do not submit a proper Claim Form, you will not be eligible to share in the Settlement proceeds, 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 ____________, 2026***. Instructions on how to submit a request for exclusion are set forth in the Notice and as well as at www.SeagateSecuritiesLitigation.com, where an online form to request exclusion (or "opt-out") of the Settlement Class may be found. 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 receive any benefits from the Settlement. If you do not properly exclude yourself from the Settlement Class, you will be bound by such judgments or orders, including the release of the claims asserted in the Action and related claims.

Any objections to the proposed Settlement, the proposed Plan of Allocation, and/or Lead Counsel's motion for attorneys' fees and expenses, should be submitted to the Court or online via the Settlement website. Objections must be ***filed or postmarked (if mailed) or submitted online no later than ____________, 2026***. Instructions on how to submit an objection are set forth in the Notice and as well as at www.SeagateSecuritiesLitigation.com, where an online form to file an objection may be found. As further set forth on the Settlement website, the Court may also allow Settlement Class Members to appear and address the Court at the Settlement Hearing. The court can only approve or deny the Settlement and cannot change the terms of the Settlement. The requirement to submit a written objection as a prerequisite to appearing at the Settlement Hearing may be excused upon a showing of good cause. The Court will require only substantial compliance with the requirements for submitting an objection.

PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE, DEFENDANTS, OR DEFENDANTS' COUNSEL REGARDING THIS NOTICE. All questions about this notice, the Settlement, or your eligibility to participate in the Settlement should be directed to Lead Counsel or the Claims Administrator.

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

Seagate Securities Litigation
c/o Strategic Claim Services
P.O. Box 230
600 N. Jackson Street, Suite 205
Media, PA 19063

1-866-426-2293
info@SeagateSecuritiesLitigation.com
www.SeagateSecuritiesLitigation.com

All other inquiries should be made to Lead Counsel:

Bernstein Litowitz Berger & Grossmann LLP James A. Harrod 1251 Avenue of the Americas New York, NY 10020 1-800-380-8496 settlements@blbglaw.com	or	Motley Rice LLC Christopher F. Moriarty 28 Bridgeside Blvd. Mount Pleasant, SC 29464 1-888-425-2020 infoseagatesettlement@motleyrice.com

DATED: __________ __, 2026

BY ORDER OF THE COURT
United States District Court
Northern District of California

Exhibit B

Exhibit B

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

In re Seagate Technology Holdings plc Securities Litigation	Case No. 3:23-cv-03431-RFL CLASS ACTION **[PROPOSED] ORDER APPROVING CLASS ACTION SETTLEMENT** Hon. Rita F. Lin

WHEREAS, a securities class action is pending in this Court entitled *In re Seagate Technology Holdings plc Securities Litigation*, Case No. 3:23-cv-03431-RFL (the "Action");

WHEREAS, (a) Lead Plaintiffs Universal-Investment-Gesellschaft mbH, Universal-Investment-Luxembourg S.A., UI BVK Kapitalverwaltungsgesellschaft mbH, Public Employees' Retirement System of Mississippi, and Arkansas Public Employees' Retirement System ("Lead Plaintiffs"), on behalf of themselves and the Settlement Class, and (b) defendant Seagate Technology Holdings plc ("Seagate" or the "Company"), and defendants William D. Mosley and Gianluca Romano (collectively, the "Individual Defendants" and, with Seagate, "Defendants") have entered into the Stipulation and Agreement of Settlement dated May 29, 2026 ("Stipulation"), 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 Stipulation, subject to the approval of this Court ("Settlement");

WHEREAS, unless otherwise defined in this Final Approval Order, the capitalized terms herein shall have the same meanings as they have in the Stipulation;

WHEREAS, by Order dated _________ __, 2026 ("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 certify the Settlement Class solely for purposes of effectuating the Settlement and (ii) would likely be able to approve the Settlement as fair, reasonable, and adequate under Rule 23(e)(2); (b) ordered that notice of the proposed Settlement be provided to potential Settlement Class Members; (c) provided Settlement Class Members with the opportunity 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 ___________ __, 2026 ("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 Defendants, and authorizing the Releases specified and described in the Stipulation; and

WHEREAS, the Court having reviewed and considered the Stipulation, 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;

NOW THEREFORE, IT IS HEREBY ORDERED:

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 Final Approval Order incorporates and makes a part hereof: (a) the Stipulation filed with the Court on May 29, 2026; and (b) the Notice, Postcard Notice, Claim Form, and Summary Notice, both of which were filed with the Court on __________ __, 2026.

3. **Class Certification for Settlement Purposes Only** – The Court finds, for purposes of the Settlement of the Action only, that the prerequisites for a class action under Rule 23(a) and (b)(3) have been satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder of all Settlement Class Members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) Lead Plaintiffs' claims are typical of the claims of the Settlement Class they seek to represent; (d) Lead Plaintiffs fairly and adequately represent the interests of the Settlement Class; (e) questions of law and fact common to the Settlement Class predominate over any questions affecting only individual members of the Settlement Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the Action. Accordingly, 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 common stock of Seagate from September 14, 2020 through April 19, 2023, inclusive (the "Class Period"), and were allegedly damaged thereby. Excluded from the Settlement Class are: (i) Defendants; (ii) any current or former officers or directors of Seagate; (iii) the Immediate Family Members of any Individual Defendant or any current or former officer or director of Seagate; (iv) any entity that any Defendant owns or controls, or owned or controlled, during the Class Period; (v) the legal representatives, heirs, affiliates, successors, or assigns of any such excluded persons

and entities, in their respective capacity as such; and (vi) the presiding Judge, their staff, and the Immediate Family Members of the Judge and their staff. [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. **Adequacy of Representation** – Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, the Court hereby appoints Lead Plaintiffs as Class Representatives for the Settlement Class and appoints Lead Counsel Motley Rice LLC and Bernstein Litowitz Berger & Grossmann LLP as Class Counsel for the Settlement Class. Lead Plaintiffs 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.

5. **Notice** – The Court finds that the dissemination of the Notice and Postcard 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.

6. **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.

7. **[Objections** – The Court has considered each of the objections to the Settlement submitted pursuant to Rule 23(e)(5) of the Federal Rules of Civil Procedure. The Court finds and concludes that each

of the objections is without merit for the reasons explained during the Settlement Hearing, and each is hereby overruled.]

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 Stipulation 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, and in the best interests of the Settlement Class. Specifically, the Court finds that (a) Lead Plaintiffs 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 Stipulation.

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

10. **Binding Effect** – The terms of the Stipulation and of this Final Approval Order shall be forever binding on Defendants, Lead Plaintiffs, and all Settlement Class Members (regardless of whether or not any individual Settlement Class Member submits a Claim or seeks or obtains a distribution from the Net Settlement Fund or received notice of the Settlement), as well as their Releasing Related Persons. [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 Stipulation, this Final Approval Order, or the Judgment.]

11. **Releases** – The Releases set forth in paragraphs 5 and 6 of the Stipulation, together with the definitions contained in paragraph 1 of the Stipulation relating thereto, are expressly incorporated herein. 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 Plaintiffs and each of the other Settlement Class Members, on behalf of themselves and their Releasing Related Persons, shall be deemed to have, and by operation of law and of this Final Approval Order and the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged, and will be forever barred from asserting, commencing, instituting, prosecuting, or maintaining in any court of law or equity, arbitration, or other forum, any and all of the Released Plaintiffs' Claims against Defendants and the other Defendants' Releasees, whether or not such Settlement Class Member executes and delivers a Claim or objects to the Settlement. [This release shall not apply to any person or entity listed on Exhibit 1 hereto.] This provision will apply regardless of whether any Lead Plaintiff or other Settlement Class Member or their Releasing Related Persons has executed a Claim Form, received notice, participated in the Settlement Fund, filed an objection, or had his, her, or its Claim approved or allowed.

(b) Without further action by anyone, and subject to paragraph 12 below, upon the Effective Date of the Settlement, Defendants, on behalf of themselves and their Releasing Related Persons, shall be deemed to have, and by operation of law and of this Final Approval Order and the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged any and all Released Defendants' Claims against Lead Plaintiffs and the other Plaintiffs' Releasees. [This release shall not apply to any person or entity listed on Exhibit 1 hereto.]

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

13. **Bar Order** – Upon the Effective Date, any and all claims for contribution or indemnity (or any other claim, however denominated on whatsoever theory, for which the injury claimed is that person's alleged liability to Lead Plaintiffs or any Settlement Class Member or their Releasing Related Persons) based on or arising out of any Released Plaintiffs' Claims (a) by any person or entity against any of Defendants' Releasees and (b) by any of Defendants' Releasees against any other person or entity, are permanently barred, extinguished, and discharged to the fullest extent permitted by law (the "Bar Order"), provided however, that nothing in the Bar Order shall release or alter the rights Defendants may have under

their applicable insurance policies or any right of indemnification or contribution that Individual Defendants may have under contract or otherwise. The Bar Order shall be consistent with, and apply to the full extent of, the PSLRA.

14. **Judgment Reduction** – Any final verdict or judgment that may be obtained by or on behalf of the Settlement Class or a Settlement Class Member or their Releasing Related Persons against any person or entity subject to the Bar Order shall be reduced by the greater of: (a) an amount that corresponds to the percentage of responsibility of Defendants; or (b) the amount paid by or on behalf of Defendants to the Settlement Class.

15. **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.

16. **No Admissions** – Neither this Final Approval Order, the Judgment, the Term Sheet, the Stipulation, including the exhibits thereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the Parties' mediation and subsequent Settlement, any documents produced or provided in connection with the Parties' mediation and subsequent Settlement, the communications and/or discussions leading to the execution of the Term Sheet and this Stipulation, nor any proceedings taken pursuant to or in connection with the Term Sheet, the Stipulation, and/or approval of the Settlement (including any arguments proffered in connection therewith): (a) shall be offered against any of Defendants' Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of Defendants' Releasees with respect to the truth of any fact alleged by Lead Plaintiffs or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of Defendants' Releasees or in any way referred to for any other reason as against any of Defendants' Releasees, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; (b) shall be offered against any of the Plaintiffs' Releasees, as evidence of, or construed as, 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, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; or (c) shall be construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; *provided, however*, the Parties and the Releasees and their respective counsel may refer to the Stipulation and this Final Approval Order and the Judgment to effectuate the protections from liability granted hereunder or otherwise to enforce the terms of the Settlement, and Defendants' Releasees may file the Stipulation, this Final Approval Order, and/or the Judgment in any other action that may be brought against them to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion, or similar defense or counterclaim. Upon the Effective Date, to the extent allowed by law, the Stipulation, this Final Approval Order, and the Judgment shall operate conclusively as an estoppel and full defense in the event, and to the extent, of any claim, demand, action, or proceeding brought by any Lead Plaintiff or other Settlement Class Member or their Releasing Related Persons against any of the Defendants' Releasees with respect to any Released Plaintiffs' Claims.

17. **Retention of Jurisdiction** – Without affecting the finality of this Final Approval Order 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 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.

18. Funds will be distributed to eligible Claimants following the Effective Date of the Settlement and following the Court's entry of the Class Distribution Order. Lead Plaintiffs anticipate making a motion for approval of the Class Distribution Order seven months after the deadline for

submission of Claim Forms, and anticipate sending payments to eligible Claimants by check or wire six weeks after the Court entered the Class Distribution Order.

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

20. **Modification of the Agreement of Settlement** – Without further approval from the Court, Lead Plaintiffs and Defendants are hereby authorized to agree to and adopt such amendments or modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Order; and (b) do not materially limit the rights of Settlement Class Members in connection with the Settlement. Without further order of the Court or notice to Settlement Class Members, Lead Plaintiffs and Defendants may agree to reasonable extensions of time to carry out any provisions of the Settlement.

21. **Termination of Settlement** – If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Final Approval Order and the Judgment shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation, and this Final Approval Order and the Judgment shall be without prejudice to the rights of Lead Plaintiffs, the other Settlement Class Members, and Defendants' Releasees, and the Parties shall revert to their respective litigation positions in the Action immediately prior the execution of the Term Sheet as of April 20, 2026, as provided in the Stipulation.

22. **Entry of Final Judgment** – There is no just reason to delay the entry of the Judgment and immediate entry by the Clerk of the Court is expressly directed.

SO ORDERED this _______ day of ______________, 2026.

____

The Honorable Rita F. Lin
United States District Judge

Exhibit 1

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

Exhibit C

Exhibit C

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

In re Seagate Technology Holdings plc Securities Litigation	Case No. 3:23-cv-03431-RFL CLASS ACTION **[PROPOSED] JUDGMENT** Hon. Rita F. Lin

The Action and all of the claims asserted in the Action by Lead Plaintiffs and Settlement Class Members are hereby dismissed with prejudice as to all Defendants as set forth in the Court's Order Approving Class Action Settlement dated __________, 2026. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Stipulation.

There is no just reason to delay the entry of this Judgment and immediate entry by the Clerk of the Court is expressly directed.

SO ORDERED this _______ day of ______________, 2026.

____
The Honorable Rita F. Lin
United States District Judge