

**RETENTION AGREEMENT FOR SECURITIES CASES**

**WHEREAS**, the Attorney General of the State of Mississippi (the “State”) has determined that claims (the “Claims”) should be brought against Cerence Inc. (“Cerence”), its former President and Chief Executive Officer Sanjay Dhawan, and its former Chief Financial Officer Mark Gallenberger (collectively with Cerence, the “Defendants”) arising from the Defendants’ false and misleading statements regarding Cerence’s business and operations; and

**WHEREAS**, the Attorney General has determined that the investigation, research, and litigation of the Claims may require the work of numerous lawyers, paralegals, and others who are familiar with the facts of this case; and

**WHEREAS**, the Attorney General has further determined that it is in the best interests of the State and the Public Employees’ Retirement System of Mississippi (“Mississippi PERS”) that the State retain attorneys with significant litigation experience; and

**WHEREAS**, the Attorney General has authority to bring an action asserting the Claims on her own behalf and/or on behalf of the State’s subdivisions, including Mississippi PERS, pursuant to Miss. Code § 7-5-7, *et seq.*, further, acting as a constitutional officer possessing all the power and authority inherited from the common law as well as that specially conferred upon her by statute, the Attorney General has the right to institute, conduct, and maintain an action in order to enforce the U.S. securities laws, including pursuing claims on behalf of Mississippi PERS arising under the Private Securities Litigation Reform Act of 1995, the Securities Act of 1933, and the Securities Exchange Act of 1934; and

**WHEREAS**, Saxena White P.A. and Bernstein Litowitz Berger & Grossmann LLP (the “Law Firms”) are experienced in such litigation and have consented to represent the State of Mississippi and Mississippi PERS, in association with the Attorney General, respecting the Claims and pursuant to the terms and conditions hereof.

**IT IS, ACCORDINGLY, AGREED** as follows:

1. The Office of the Attorney General hereby retains Saxena White P.A. and Bernstein Litowitz Berger & Grossmann LLP and their lawyers Maya Saxena, Joseph E. White III, Lester Hooker, Hannah Ross, and Gerald H. Silk (the “Law Firms”) who are hereby designated as Special Assistant Attorneys General, to investigate, research, and prepare claims for the Office of the Attorney General to file in any appropriate court or before any appropriate government agency.
2. The Attorney General does not relinquish her constitutional or statutory authority to settle this litigation on behalf of the State of Mississippi and Mississippi PERS, and the Law Firms shall timely apprise the Attorney General of all settlement offers. The Law Firms shall consult with the Attorney General and obtain her approval on all material matters pertinent to the Claims and any litigation arising therefrom; including whether and how to proceed with any litigation, which claims to advance, what relief to seek, and whether on

what terms to settle. The Attorney General and Mississippi PERS shall cooperate with the Law Firms in the prosecution of the Claims and use their best efforts to provide information for discovery. The decision whether to appeal rests solely in the authority of the Attorney General and Mississippi PERS, and the decision not to appeal an unfavorable decision, or a denial of a monetary remedy, does not entitle outside counsel to recover from the State. The Attorney General is not required to assign any member of her staff to pursue the claims but may from time to time afford staff and other support services as the Attorney General deems appropriate, and the Law Firms shall keep the Attorney General and any designated staff member(s) fully informed on all matters pertaining to the claims.

3. The Attorney General and the Law Firms recognize that the claims present numerous factual and legal obstacles, and that no assurance of success on the claims has or can be made.
4. The Attorney General and Mississippi PERS shall maintain sole responsibility for the public distribution of information concerning this matter. All press inquiries shall be referred to the Attorney General's Director of Communications and shall be approved and authorized by the Attorney General. The Attorney General may require information and supporting documents from the Law Firms for preparation of a press release
5. Notwithstanding potential difficulties, the Law Firms have agreed to represent the State and Mississippi PERS on a fully contingent basis, and the Attorney General hereby agrees that the Law Firms will be compensated for monetary recoveries received by the State of Mississippi on the following basis:
  - A. **Recovery of Attorneys' Fees:** The sole contingency upon which the Law Firms shall be compensated is a monetary recovery in this litigation, whether by settlement or judgment. The amount of the Law Firms' compensation shall be in accordance with this Retention Agreement and approved by the Court. The Law Firms shall seek compensation in the form of a percentage of the recovery achieved for the class, net of expenses, as described in Exhibit B attached hereto, plus reasonable and necessary costs as defined below. Any fee that the Law Firms wish to request shall be subject to the consent of the Attorney General and the approval of the Court. In the event that the Claims are resolved by settlement under terms involving any "in-kind" payment, such as stock, the contingent fee agreement shall apply to such "in-kind" payment.
  - B. **Reasonable and Necessary Costs and Expenses:** The Law Firms shall advance all costs and expenses related to the Claims including those related to depositions or any other legal proceedings advised by the Law Firms to attend. The Attorney General and Mississippi PERS will not pay any costs and expenses incurred in connection with the investigation and prosecution of the Claims. Recovery of any costs and expenses by the Law Firms is contingent upon a monetary recovery being obtained. Reasonable and necessary costs and expenses include, but are not limited to, those relating to court fees, travel, depositions, investigators, paralegals, computer research, experts, consultants, accounting, and the retention of additional temporary support counsel, as needed. Such

costs and expenses shall be approved by the Attorney General and shall initially be borne entirely by the Law Firms, which may seek reimbursement from the Court from any gross recoveries secured through pursuit of the Claims.

C. **No Other Compensation:** The Law Firms shall receive no compensation or reimbursement other than set out in this Retention Agreement. In the event that no monetary recovery is realized, the Law Firms shall receive no compensation or reimbursement.

D. **Right to Terminate:** The Attorney General has the right to terminate this Retention Agreement for any reason, with or without cause, by notifying the Law Firms in writing of such termination. In the event of such termination, the Law Firms shall, unless otherwise mutually agreed upon in writing, cease all services immediately. Upon termination of this Retention Agreement, the Law Firms shall, subject to the Law Firms' professional obligations, immediately transfer to the Attorney General, all information and associated work product prepared by the Law Firms to the extent requested by the Attorney General. Should the Attorney General subsequently obtain a monetary remedy in the legal matter, the terminated Law Firms may seek a reasonable portion of the recovery, based on their percentage of work in the matter and the stage in litigation in which they represented the State. This fee shall not exceed half of the contingency fee the attorney would have obtained had they continued representation to settlement or judgment in favor of the State, based on the fee scale attached to the retention agreement.

6. With the approval of the Attorney General, the Law Firms may associate other attorneys at their own expense and at no cost to the State of Mississippi. Notwithstanding such association of other attorneys, this Retention Agreement is non-assignable and non-transferrable, nor are the Law Firms' commitments delegable without the express, written consent of the Attorney General.
7. The Law Firms and any other attorneys with which they associate shall, from the date hereof until not less than four (4) years after this litigation is determined, maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the provision of attorney services related to the Claims and shall follow applicable Attorney General retention policies. In addition, the Law Firms shall maintain detailed contemporaneous time records for the attorneys and paralegals working on this matter in increments of not greater than one-tenth (1/10) of an hour, and shall promptly provide these records to the Attorney General upon request.
8. This agreement supersedes the agreement for this matter dated April 25, 2022.

Dated, this the 24th day of May 2023.


OFFICE OF THE ATTORNEY GENERAL  
OF THE STATE OF MISSISSIPPI



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Tricia Beale  
Special Assistant Attorney General


SAXENA WHITE P.A.



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Maya Saxena  
Shareholder and President

BERNSTEIN LITOWITZ BERGER &  
GROSSMANN LLP



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Hannah Ross  
Senior Partner

## EXHIBIT A

### DETERMINATION OF NEED FOR CONTINGENCY FEE REPRESENTATION

The Attorney General has determined that use of outside counsel is cost-effective, in the public interest and necessary to investigate and potentially pursue claims against Cerence Inc. and related defendants, which may have engaged in certain unlawful conduct, including, but not limited to, violations of the federal securities laws, Mississippi statutes and regulations pertaining to the securities markets. Use of outside counsel is necessary because: sufficient and appropriate legal and financial resources do not exist within the Attorney General's office to handle the matter; the time and labor required necessitates the retention of outside counsel; the novelty, complexity, and difficulty of the questions involved are within the expertise of outside counsel; and the skill requisite to perform the attorney services properly prohibit our office from being able to efficiently handle it in-house. The geographic area where the attorney services are to be provided is expansive because of the diverse locations of the defendants, their operations, and the potential witnesses. Outside counsel has the amount and type of experience needed, being highly experienced in the areas of securities litigation and class actions and having successfully prosecuted numerous securities litigations and securities fraud class actions.

OFFICE OF THE ATTORNEY GENERAL  
OF THE STATE OF MISSISSIPPI



Tricia Beale  
Special Assistant Attorney General

## **EXHIBIT B**

1. The Law Firms shall be entitled to request Court approval of a contingency fee that will in no event exceed 25% of the total recovery achieved for the class, net of expenses, and will be consistent with Section 7-5-8 (2) Miss. Code Ann as it applies to the individual pro rata recovery achieved for Mississippi PERS. Consistent with applicable law, the contingency fee that the Law Firms ultimately will be permitted to request following the conclusion of the litigation shall be subject to the consent of the Attorney General, who shall consider the risks of the litigation, the fees awarded in similar securities class action litigation, the result achieved, the skill required and the quality of work performed, and other relevant factors, in approving any request for an award of attorneys' fees submitted to the Court. At the conclusion of the litigation, the Law Firms are required to submit to the Attorney General relevant factual and legal support justifying their requested contingency fee and the Attorney General will consider that submission in determining the percentage contingency fee that the Law Firms will be permitted to request as it relates to the total class recovery.
  
2. The contingency fee shall in no way be based on any penalties or civil fines awarded or any amounts attributable to penalties or civil fines.