

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement”) is made and entered into this 25th day of February, 2026, by and among The Vanguard Group, Inc. and the Attorneys General of Texas, Alabama, Arkansas, Indiana, Iowa, Kansas, Missouri, Montana, Nebraska, Louisiana, Oklahoma, West Virginia, and Wyoming (“States”) (collectively, “Attorneys General”);

WHEREAS, the Attorneys General are prosecuting *State of Texas et al. v. Blackrock, Inc., State Street Corporation, and The Vanguard Group, Inc.*, Case No. 6:24-cv-00437-JDK (E.D. Tex.) (the “Action”);

AND WHEREAS, the Attorneys General filed the Complaint on November 27, 2024, with subsequent amendments on January 16, 2025, and January 5, 2026 (“Second Amended Complaint”);

AND WHEREAS, the Parties have authority to settle this Action and the Attorneys General have authority to release the claims released herein;

AND WHEREAS, the Parties have engaged in good faith, arms-length negotiations to agree on the terms contained in this Settlement Agreement;

AND WHEREAS Vanguard denies any wrongdoing or illegal conduct and this Settlement Agreement does not constitute any admission by Vanguard that the law has been violated or of any issue of fact or law;

AND WHEREAS, the Parties agree to be bound by the provisions of this Settlement Agreement;

NOW THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that the Second Amended Complaint be settled, compromised, and dismissed on the merits with prejudice, on the following terms and conditions, and incorporating the following clauses:

1. Definitions

As used in this Settlement Agreement, the following terms have the meanings specified below:

- 1.1. “Action” means *State of Texas et al. v. Blackrock, Inc., State Street Corporation, and The Vanguard Group, Inc.*, Case No. 6:24-cv-00437-JDK (E.D. Tex.).
- 1.2. “Attorneys General” or “Plaintiffs” means the Attorneys General of Texas, Alabama, Arkansas, Indiana, Iowa, Kansas, Missouri, Montana, Nebraska, Louisiana, Oklahoma, West Virginia, and Wyoming.
- 1.3. “Defendant” or “Vanguard” means The Vanguard Group, Inc. and its two wholly owned U.S. investment advisors, Vanguard Capital Management and Vanguard Portfolio Management, and Vanguard Fiduciary Trust Company.

- 1.4. “Defendant Releasees” means The Vanguard Group, Inc. and its two wholly owned U.S. investment advisors, Vanguard Capital Management and Vanguard Portfolio Management, and Vanguard Fiduciary Trust Company, together with their current or former direct and indirect parents, subsidiaries, affiliates, associates (all as defined in SEC Rule 12b-2, promulgated pursuant to the Securities Exchange Act of 1934, as amended), divisions, joint ventures, predecessors, successors, investment advisors, funds, and trusts, and each of their respective past, present, and future officers, directors, managers, members, partners, shareholders, insurers, employees, agents, attorneys, legal or other representatives, trustees, heirs, executors, administrators, advisors, and assigns, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.
- 1.5. “Effective Date” means the date that all Parties have executed this Settlement Agreement.
- 1.6. “Externally-Managed Funds” means funds sponsored by Vanguard that are managed by unaffiliated third-party investment advisors.
- 1.7. “Foreign Domiciled Funds” means funds that are domiciled outside the U.S.
- 1.8. “Parties” means Vanguard and the Attorneys General.
- 1.9. “Plaintiff Releasers” means the Plaintiffs, on behalf of themselves and all entities and individuals for which they have sought relief, including in their roles as *parens patriae* for natural persons residing in their respective States.
- 1.10. “Released Claims” means all claims, causes of action, damages, restitution, disgorgement, equitable relief, attorneys’ fees, and/or other forms of monetary exposure, whether known or unknown, whether asserted or unasserted, and whether related or unrelated to the production of coal, arising from or related in any way to the allegations, facts, acts, omissions, and/or occurrences alleged in the Action, or arising from allegations that could have been made based in whole or in part on the factual predicate of the Action, including but not limited to all climate-related antitrust or consumer protection claims, through and including the Effective Date of this Settlement Agreement. For the avoidance of doubt, this Release includes a release of claims arising from or related in any way to the allegations, facts, acts, omissions, and/or occurrences alleged in the Action, or arising from allegations that could have been made based in whole or in part on the factual predicate of the Action, that were, or that could have been, asserted by Plaintiffs in their respective sovereign or quasi-sovereign capacities or as *parens patriae* on behalf of the residents, the general welfare, and/or the economies of their respective states, under their statutory, equitable, or common law powers, including but not limited to any *parens patriae* claims available under Sections 4C and 16 of the Clayton Act, 15 U.S.C. §§ 15C & 26 or their state-law analogs.
- 1.11. “Second Amended Complaint” means the operative complaint filed by the Attorneys General in this Action on January 5, 2026.
- 1.12. “Settlement Amount” means twenty-nine million and five hundred thousand U.S. dollars (\$29.5 million).

- 1.13. “States” refers to Texas, Alabama, Arkansas, Indiana, Iowa, Kansas, Missouri, Montana, Nebraska, Louisiana, Oklahoma, West Virginia, and Wyoming.
- 1.14. “U.S. Equity Investments” means investments in equity securities of U.S.-domiciled public companies that are registered with the Securities Exchange Commission.
- 1.15. “U.S. Vanguard-Advised Funds” means Vanguard-advised exchange-traded funds (“ETFs”), collective investment trusts, and mutual funds domiciled in the U.S.
- 1.16. “Vanguard Investment Stewardship” means the investment stewardship functions supporting U.S. Vanguard-Advised Funds.

2. Scope of Settlement

The passivity commitments in Section 5 of this Settlement Agreement apply to U.S. Equity Investments by U.S. Vanguard-Advised Funds. The passivity commitments in this settlement do not apply to Externally-Managed Funds, Foreign Domiciled Funds, or investments by U.S. Vanguard-Advised Funds in securities that are not U.S. Equity Investments.

3. Independent Stewardship of Externally-Managed Funds

- 3.1. Vanguard Investment Stewardship will be separate and independent of any such functions supporting Externally-Managed Funds.
- 3.2. The investment stewardship functions supporting U.S. Vanguard-Advised Funds will not communicate or coordinate with Externally-Managed Funds (or their stewardship functions) regarding engagements or proxy votes relating to any U.S. Equity Investments.

4. Proxy Voting Choice

- 4.1. Vanguard will use commercially reasonable efforts to make proxy voting choice available to investors in funds accounting for at least 50% percent of assets invested in U.S. Equity Investments by U.S. Vanguard-Advised Funds by the end of June 2027 and will continue to encourage investors to participate.
- 4.2. Vanguard will include among the proxy voting choices made available to investors in U.S. Vanguard-Advised Funds the option of proxy voting shares in accordance with management recommendations.
- 4.3. Vanguard will continue offering proxy voting choice at least through the end of June 2032.

5. Passivity Commitments

Vanguard Investment Stewardship, or any group that may succeed it by taking over its responsibilities for stewardship of U.S. Vanguard-Advised Funds, shall pursue engagement activities with portfolio companies and cast shareholder votes relating to U.S. Equity Investments made by U.S. Vanguard-Advised Funds solely to further the financial interests

of investors in those funds. To “further the financial interests of investors” means to seek the best long-term investment returns for investors in each fund. Consistent with these obligations:

- 5.1. Vanguard will not direct or attempt to direct the business strategies or operations of portfolio companies, and will not advocate to any portfolio company that it take any particular course of conduct to reduce carbon emissions.
- 5.2. Vanguard will not nominate directors or submit shareholder proposals at portfolio companies.
- 5.3. Vanguard will not solicit or participate in soliciting proxies with respect to any matter presented to portfolio company shareholders.
- 5.4. Vanguard will publicly disclose on its website at least four times a year a record of all proxy votes cast by each of the U.S. Vanguard-Advised Funds at the shareholder meetings for each of their U.S. Equity Investments.
- 5.5. Vanguard will not dispose or threaten to dispose of securities of portfolio companies as a condition or inducement of specific action or nonaction by such company.
- 5.6. Vanguard and its U.S.-domiciled subsidiaries will withdraw from PRI and will not participate in any organization that advocates for the setting of specific output or emissions targets or levels or that requires its members to make commitments specific to achieving climate-focused investment or stewardship objectives such as NZAM, Ceres, or Climate Action 100+.
- 5.7. Prior to or at the outset of any engagement meeting with a portfolio company, Vanguard will provide substantially the following notification to the portfolio company:

Vanguard’s Investment Stewardship program is responsible for proxy voting and engagement on behalf of the quantitative and index equity portfolios advised by Vanguard. These funds are passive investors, and as such our funds’ proxy voting policies are centered around corporate governance practices associated with long-term investment returns. Before we begin this engagement, we want to be clear that the Vanguard-advised funds have no intent to influence company strategy or operations or the control of the company.

Nothing we mention or discuss during this conversation – or any engagement with [the company] – is intended to imply that our support for any director is conditioned upon the company taking action on any matter discussed. We are also not able to discuss any voting intentions prior to the meeting.

- 5.8. For the avoidance of doubt, Vanguard may cast proxy votes or engage with directors and management of individual portfolio companies on corporate governance topics

that in its judgment protect or promote long-term shareholder value at the particular company in question, including corporate governance practices and structures, the board's oversight processes, and the disclosure of material risks as required by the Securities and Exchange Commission.

6. Settlement Payment

Within two business days of the Effective Date, the Parties shall execute and file the Stipulated Order of Dismissal of Vanguard With Prejudice attached hereto as Exhibit A. Upon dismissal of the Action with prejudice as to Vanguard, and within 30 days of receipt of all instructions and information necessary to make and transmit payment, Vanguard will pay the Settlement Amount into the escrow account established pursuant to the States' Multistate Preliminary Settlement and Escrow Agreement. For the avoidance of doubt, under no circumstances will Defendant be required to pay any further amount in settlement of this Action, whether as costs, expenses, attorneys' fees, or for any other reason.

7. No Admission of Wrongdoing

This Settlement Agreement, and the negotiations and discussions leading up to this Settlement Agreement, effect the settlement of claims which are denied and contested, and do not constitute, nor shall they be construed as, an admission of liability by Defendant. This Settlement Agreement is made solely for the purpose of avoiding the burden and expense of litigation, which would be imposed on the Parties if the disputes between them remain unsettled. This Settlement Agreement does not constitute an admission by Defendant that it has engaged in any unlawful act, and Defendant expressly denies that it has engaged in any unlawful act and denies liability for all claims any other Party had, has, or may have against it.

8. Confidentiality

Until the Stipulation of Dismissal With Prejudice is filed, the terms and existence of this Settlement Agreement shall remain confidential and shall not be publicly disclosed. Notwithstanding the foregoing, (i) the Parties may disclose such information as they are required by law or contract to disclose to their auditors, attorneys, accountants, insurers, and/or lenders, and (ii) Vanguard may privately describe the settlement to relevant regulators up to 24 hours before the notice of settlement is filed with the Court.

9. Cooperation

Vanguard agrees to provide Plaintiffs with the following discovery materials relating to the Action from the 2020 to 2024 period: (i) non-privileged documents from up to 8 mutually agreed-upon custodians that hit an agreed-upon set of search terms, (ii) up to 3 mutually agreed-upon depositions of current or former employees or executives, (iii) documents relating to its proxy voting and engagement with publicly-traded U.S. coal companies, and (iv) all reasonably available documents relating to, including communications to or from, UNPRI, Ceres, NZAM, GFANZ, and CA100+. The parties agree that 6 of the 8 mutually agreed-upon document custodians will be the 6 custodians that Plaintiffs identified on February 3, 2026. With respect to the two remaining custodians, Vanguard's consent will

not be unreasonably withheld, provided that the two remaining custodians do not include Vanguard's current CEO. With respect to the three agreed-upon depositions, Vanguard's consent will not be unreasonably withheld, provided that the requested deponents do not include (i) Vanguard's current CEO or (ii) individuals residing outside the United States. Plaintiffs acknowledge that Vanguard does not necessarily have the power to produce former employees as deponents. Vanguard will make good faith efforts to avoid unreasonable delay in the production of documents. Except as provided in this paragraph, Defendant Releasees shall have no further obligation to provide discovery relating to the Action.

10. Fair, Adequate, and Reasonable Settlement

The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement Agreement through arms-length negotiations, taking into account all relevant factors, present and potential.

11. Fees and Costs

The Parties shall bear their own fees and costs. Defendant shall not pay any additional fees or costs.

12. Release

Plaintiff Releasees hereby release, acquit, discharge, and covenant not to sue Defendant Releasees for and from all Released Claims. The foregoing release is intended by the Parties to be broad and shall be interpreted so as to give the Defendant Releasees the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Settling State and its Attorney General to release claims. This Agreement shall be a complete bar to any Released Claim.

13. Cessation of Litigation

Except as provided in Section 9 of this Settlement Agreement (relating to Cooperation), upon execution of the Settlement Agreement, Plaintiffs shall cease any and all litigation activities in the Action as to the Defendant Releasees.

14. Compliance with Law

Nothing herein shall preclude Vanguard from complying with any obligations imposed on it by law.

15. Term

The commitments in sections 3 and 5 shall expire five years after the Effective Date.

16. Entire Agreement

- 16.1. This Settlement Agreement constitutes the entire, complete, and integrated agreement among the Parties pertaining to the settlement of the Action, and supersedes all prior undertakings by the Parties in connection herewith.
- 16.2. In entering this Settlement Agreement, no Party has made or relied on any representation or warranty not specifically set forth herein.
- 16.3. Notwithstanding the foregoing, any written addendum to this Settlement Agreement that is signed on behalf of the Parties who are bound by that addendum shall be given the same force and effect as if it were part of this Settlement Agreement.
- 16.4. This Settlement Agreement may not be modified or amended except in writing signed by the Parties.

17. Authorization

Each Party hereto represents and warrants that its undersigned officer or counsel has full authority and capacity to execute this Settlement Agreement on that Party's behalf.

18. Headings

The headings used in this Settlement Agreement are solely for the convenience of the Parties and shall not be used to interpret the Settlement Agreement.

19. Construction and Interpretation

Neither the Parties nor their attorneys shall be deemed the drafter of this Settlement Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding. The Parties waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement shall be construed against the drafter of such agreement.

20. Binding on Successors

This Settlement Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the Parties.

21. Counterparts

This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Settlement Agreement may be treated as originals.

22. Public Statements

The Parties agree that all public statements and characterizations of Vanguard and the settlement shall be made in good faith, shall not be defamatory or knowingly or intentionally misleading, and shall not be inconsistent with the terms of the Settlement.

23. Governing Law

This Settlement Agreement is entered into in accordance with the laws of the State of Texas and shall be governed by and interpreted in accordance with Texas law, notwithstanding conflict of laws principles.

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys:

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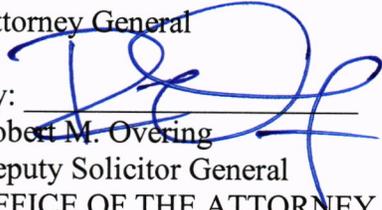
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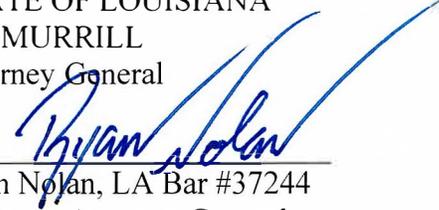
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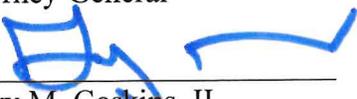
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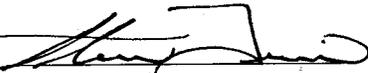
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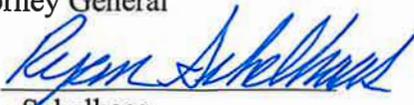
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EXHIBIT A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
TYLER DIVISION

STATE OF TEXAS, *et al.*,

Plaintiffs,

v.

BLACKROCK, INC.,
STATE STREET CORPORATION,
THE VANGUARD GROUP, INC.,

Defendants.

CIVIL ACTION NO. 6:24-cv-00437-JDK

STIPULATED ORDER OF DISMISSAL OF VANGUARD WITH PREJUDICE

Pursuant to Federal Rule of Civil Procedure 41 and the settlement agreement reached between Plaintiffs and The Vanguard Group, Inc. (“Vanguard”), this action is hereby dismissed with prejudice as against Vanguard pursuant to the terms of the settlement.

SO STIPULATED:

/s/ David H. Thompson

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