



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

DEAN WILLIAM DRULIAS and )  
MICHAEL FARZAD, Individually and )  
on Behalf of All Others Similarly )  
Situating, )

Plaintiffs, )

v. )

C.A. No. 2024-0094-LWW

APEX TECHNOLOGY SPONSOR, )  
LLC, JEFF EPSTEIN, BRAD KOENIG, )  
DAVID CHAO, PETER BELL, )  
DONNA WELLS, ALEX VIEUX and )  
STEVEN FLETCHER, )

Defendants. )

**AFFIDAVIT OF DEAN WILLIAM DRULIAS IN SUPPORT OF  
PROPOSED SETTLEMENT AND APPLICATION FOR ATTORNEYS'  
FEE AND EXPENSES AND SERVICE AWARD**

STATE OF CALIFORNIA :  
 : SS  
COUNTY OF LOS ANGELES :

I, Dean William Drulias, being duly sworn, deposes and says:

1. I am a Plaintiff in the above-entitled action ("Action"). I respectfully submit this Affidavit in support of the proposed settlement of the Action and the requested fee and expense award.

2. I am the owner of shares of Apex Technology Acquisition Corp. common stock, now converted to shares AvePoint, Inc. common stock. I have held such shares at all relevant times.

3. In connection with my role as Plaintiff in this Action, I have monitored the work of counsel and have been kept apprised of the status of the litigation. I have regularly communicated with my counsel regarding the strategic direction, significant developments, status updates, and major decisions in the litigation.

4. Further, I have discussed with my counsel and/or reviewed the pleadings and relevant documents in this Action.

5. I actively participated in discovery in this Action, producing documents, responding to interrogatories, and beginning to prepare for my deposition.

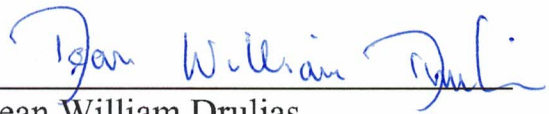
6. I have also discussed the Settlement Agreement with my counsel, and accepted and authorized the Settlement Agreement because I believe that it is a fair, reasonable, and adequate compromise that is in the best interest of the Class. I believe that, balanced against the risks, duration and uncertainty of continued litigation, the Settlement Agreement's guarantee of significant benefits to the Class is an excellent result and supports settling the Action on the agreed terms.

7. I was never offered any assurance that I would receive any compensation for bringing this Action, and the prospect of such an award was not a factor in my decision to initiate, pursue, or settle the Action. I did not commence this Action to obtain any special benefit. I have not received, been promised, or

been offered—and would not and will not accept—any form of compensation, directly or indirectly, for prosecuting or serving as a representative party in this Action except for: (A) any damages or other relief that the Court may award me as a Class member; (B) such fees, costs, or other payments as the Court expressly approves to be paid to me or on my behalf, or (ii) reimbursement, paid by my attorneys, or actual and reasonable out-of-pocket expenditures in connection with the prosecution of this Action.

8. I state under the penalty of perjury under the laws of the State of Delaware that the foregoing is true and correct.

Dated: June 4, 2025

  
Dean William Drulias

Affirmed to and subscribed to before me  
this \_\_\_\_ day of June 2025

See attached CA Jurat  
Notary Public  
My Commission Expires:

# JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of VENTURA

Subscribed and sworn to (or affirmed) before me on this 4<sup>th</sup> day of JUNE,

2025 by, DEAN WILLIAM DRULIAS, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature



(seal)