
SETTLEMENT AGREEMENT,
TRANSACTION AND RELEASE

BETWEEN: STEPHANIE J. BENABU

(hereinafter referred to as « Applicant »)

AND: AFFINITAS GMBH

(hereinafter referred to as « Affinitas »)

(Applicant and Affinitas are hereinafter jointly referred to as the
« Parties »)

SUMMARY

By way of this Settlement Agreement, Applicant and Affinitas are desirous to settle out of court between them the Court file bearing number 500-06-000798-161, without any admission of wrongdoing, responsibility or liability by Affinitas and to put an end to the proceedings with respect to Defendant Affinitas only. For the purpose of the present, Class Members includes every consumer, pursuant to the terms of *Quebec's Consumer Protection Act*, who since July 4th, 2013, was provided services at a reduced price or free of charge, for a fixed period, by Affinitas, and who, after the fixed period, was required to send a notice to Affinitas indicating that he/she does not wish to obtain the services at the regular price. In consideration of the compensation to each of the Class Members in the form of a transferable voucher of free *Premium* services with Elite Singles and the payment of the Class Counsel fees, Affinitas shall receive a full and final unconditional release and discharge for all claims, actions or causes of action arising out of the matters alleged in Court file bearing number 500-06-000798-161 with respect to Affinitas. This Settlement Agreement sets forth how the compensation and the payment will be distributed, the extent and the conditions of the settlement, the procedure to opt-out of the Class Action and the process by which the settlement will be approved by the Court.

SOMMAIRE

Par cette Convention de règlement, la Demanderesse et Affinitas désirent régler hors Cour entre eux l'affaire portant le numéro de dossier de Cour 500-06-000798-161, sans admission de faute ni de responsabilité par Affinitas et pour mettre un terme aux procédures judiciaires à l'égard de l'Intimée Affinitas uniquement. Pour les fins des présentes, est membre du Groupe tout consommateur, conformément aux termes de la *Loi sur la protection du consommateur du Québec*, qui, depuis le 4 juillet 2013, a reçu

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des services à un prix réduit ou gratuitement, pendant une période déterminée, par Affinitas et qui, au terme de la période déterminée, était exigé d'envoyer un avis à Affinitas indiquant qu'il/elle ne souhaite pas obtenir les services au prix courant. En contrepartie de la compensation à chaque membre du Groupe sous la forme d'un bon transférable de services *Premium* gratuit auprès de Elite Singles et du paiement des frais du Procureur du Groupe, Affinitas recevra une quittance, décharge et libération complète, définitive et inconditionnelle pour toutes les réclamations, actions ou causes d'action découlant des faits allégués dans le dossier de la Cour portant le numéro 500-06-000798-161 à son égard. Cette Convention de règlement établit comment la compensation et le paiement seront effectués, l'étendue et les conditions du règlement, la façon de s'exclure du recours collectif et la procédure d'approbation du règlement par la Cour.

PREAMBLE

WHEREAS Applicant filed, on July 4th 2016, an Application to authorize the bringing of a class action and to appoint the status of representative plaintiff against twenty-five (25) Defendants before the Superior Court of Québec, district of Montreal (hereinafter referred to as the « **Court** »), in the Court docket bearing number 500-06-000798-161 (hereinafter referred to as the « **Authorization Application** »);

WHEREAS Affinitas is one (1) of twenty-five (25) Defendants identified in the Authorization Application;

WHEREAS Applicant seeks, through said Authorization Application, the authorization of the Court to bring a class action on behalf of the following class and subclass:

"Class:

Every consumer, pursuant to the terms of Quebec's Consumer Protection Act, who since July 4th, 2013 (the "Class Period"), was provided services or goods at a reduced price, for a fixed period (the "Fixed Period"), by any of the Defendants, and who, after the Fixed Period, was required to send a notice to any of the Defendants indicating that he/she does not wish to obtain the services or goods at the regular price;

Subclass:

Every consumer, pursuant to the terms of Quebec's Consumer Protection Act, who since July 4th, 2013 (the "Class Period"), was provided services or goods free of charge, for a fixed period (the "Fixed Period"), by any of the Defendants, and who, after the Fixed Period, was required to send a notice to any of the Defendants indicating that he/she does not wish to obtain the services or goods at the regular price;"

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WHEREAS Applicant alleges, through the Authorization Application, that the twenty-five (25) Defendants, including Affinitas, allegedly committed, during the "Class Period", a commercial practice prohibited by article 230 (c) of Quebec's *Consumer Protection Act*, RLRQ c P-40.1, whereby they required that a consumer to whom they have provided a service or good free of charge or at a reduced price, for a Fixed Period, to provide a notice at the end of the Fixed Period, indicating that he/she does not wish to obtain the service or good at the regular price;

WHEREAS Affinitas has always and still is in disagreement with the allegations made by Applicant within the Authorization Application, and has always and still denies all inferred fault and liability against Affinitas;

WHEREAS Affinitas filed an Answer in the Court file bearing number 500-06-000798-161 to contest the allegations of fault and liability against Affinitas;

WHEREAS said Authorization Application has not yet been scheduled for hearing;

WHEREAS the Parties have engaged in extensive arm's length negotiations through their respective counsel that have resulted in the present Settlement Agreement;

WHEREAS the Parties have agreed to fully and definitively resolve all past, present, and future claims from Applicant, in her name and on behalf of the Class Members, against Affinitas in relation to the alleged facts in the Court file bearing number 500-06-000798-161;

WHEREAS the Parties wish to write down the terms and conditions of the agreement reached in the present Settlement Agreement;

WHEREAS Affinitas does not admit, in executing the present Settlement Agreement, the allegation of fault and liability levelled against it in the Authorization Application, and denies having committed any wrongdoing of any sort;

WHEREAS the Parties confirm that neither the present Settlement Agreement, nor the declarations made during negotiations, shall be interpreted as an admission or proof against Affinitas, or as proof of the accuracy of any allegations brought by Applicant against Affinitas;

WHEREAS Affinitas accepts to conclude the present Settlement Agreement, without admission of responsibility of any nature, so as to resolve fully and definitively all claims, actions, demands or causes of action alleged, or that might have been alleged or that could be alleged, against Affinitas by Applicant, in her name and on behalf of the Class Members, related to the facts alleged within the Authorization Application, and so as to avoid further expenses and inconveniences related to the pursuit of the litigation in this matter;

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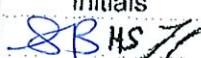
WHEREAS Applicant, acting as representative of the Class Members, and her lawyer (herein referred to as the « **Class Counsel** ») have reviewed and fully understand the provisions of the present Settlement Agreement, and, based on their analysis of the facts, of the law(s) applicable as well the legal issues related to litigation, having regard in particular to the burden, expenses and risks associated with the pursuit of the class action sought against Defendant Affinitas only, including the risks and uncertainties inherent to trials and appeals, but also taking into account the settlement's remedies and other considerations contained in this Settlement Agreement, Applicant and the Class Counsel have concluded that this Settlement Agreement is reasonable, fair, appropriate, and in the best interest of the Class Members;

NOW THEREFORE, IN CONSIDERATION OF THE CONVENANTS, AGREEMENTS AND RELEASES SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE THAT THE CLAIMS RELATED TO COURT FILE BEARING NUMBER 500-06-000798-161 HAVE BEEN TOTALLY AND DEFINITELY SETTLED, IN CAPITAL, INTEREST, FEES AND INDEMNITIES, WITH RESPECT TO AFFINITAS, SUBJECT TO THE APPROVAL OF THE COURT, ACCORDING TO THE FOLLOWING TERMS AND CONDITIONS:

1. DEFINITIONS

1.1. For the purpose of this Settlement Agreement only and unless stipulated otherwise, the following terms shall have the meaning ascribed to them below. Unless the context otherwise clearly indicates, words used in the singular include the plural and the plural includes the singular:

- 1.1.1. "**Affinitas**" means: Affinitas GmbH, a legal entity who operates Elite Singles, a dating website service designed for Canadian singles looking for a long-term commitment, and who is one (1) of twenty-five (25) Defendants identified in the Authorization Application;
- 1.1.2. "**Applicant**" means: Stephanie J. Benabu, acting in her own name and in her capacity as the proposed representative of the Class Members in the Authorization Application, and who is the Applicant in the Authorization Application;
- 1.1.3. "**Approval Application**" means: the Application for approval of the Settlement Agreement in accordance with Article 590 of the *Code of Civil Procedure* and for approval of the Approval Notice to be sent to the Class Members to be filed by the Parties, the whole as referred at Section 10 of the Settlement Agreement;
- 1.1.4. "**Approval Hearing**" means: The hearing presided by the Court to approve the Settlement Agreement and the Approval Notice to be sent to the Class

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Members following the filing of the Approval Application, as referred to at Section 10 of the Settlement Agreement;

- 1.1.5. **"Approval Judgment"** means: The Judgment to be rendered by the Court approving the Settlement Agreement and the Approval Notice to be sent to the Class Members, as referred to at Section 12 of the Settlement Agreement;
- 1.1.6. **"Approval Notice"** means: The notice referred to at Section 12 of the Settlement Agreement and which seeks to inform the Class Members of (i) the Approval Judgment (ii) the main terms and conditions of the Settlement Agreement and (iii) the compensation to the Class Members;
- 1.1.7. **"Authorization Application"** means: the Application to authorize the bringing of a class action and to appoint the status of representative plaintiff filed by Applicant against twenty-five (25) Defendants, including Affinitas, before the Superior Court of Québec, district of Montreal, in the Court docket bearing number 500-06-000798-161;
- 1.1.8. **"Authorization Notice"** means: The notice referred to at Section 7 of the Settlement Agreement and which seeks to inform the Class Members of (i) the Settlement Agreement (ii) the Pre-Approval Judgment (iii) the Approval Hearing and (iv) the process by which the Class Members can exercise their right to opt-out of the Class Action;
- 1.1.9. **"Class Action"** means: The class action of Applicant against Affinitas to be authorized *pro forma* only by the Court for the sole purpose of the approval of the Settlement Agreement;
- 1.1.10. **"Class Members"** means: every consumer, pursuant to the terms of *Quebec's Consumer Protection Act*, who since July 4th, 2013, was provided services at a reduced price or free of charge, for a fixed period, by Affinitas, and who, after the fixed period, was required to send a notice to Affinitas indicating that he/she does not wish to obtain the services at the regular price;
- 1.1.11. **"Counsel for Affinitas"** means: Pinsky, Zelman, Segal, Santillo (Me Marvin Segal);
- 1.1.12. **"Counsel for Applicant"** and/or **"Class Counsel"** mean: L.P.C. Avocat Inc. (Me Joey Zukran);
- 1.1.13. **"Court"** means: The Superior Court of Quebec for the district of Montreal, presided by the Honourable Stéphane Sansfaçon, J.C.S., or any other judge that may be seized;

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- 1.1.14. **"Effective Date"** means: The date that is thirty-five (35) days after the Approval Judgment has been rendered, except if an appeal of said judgment is duly constituted, in which case the execution of the Settlement Agreement will be suspended until a judgment approving the Settlement Agreement has become *res judicata*. In the event that the Court refuses to approve the Settlement Agreement, the Effective Date will be the date on which such judgment will have been overruled by an appellate court further to the exercise of the right of appeal of a party, if such is the case;
- 1.1.15. **"Fonds"** means: The Fonds d'aide aux actions collectifs, as instituted by the *An Act Respecting the Fonds d'aide aux actions collectives*, CQLR c F-3.2.0.1.1;
- 1.1.16. **"Opt-Out Deadline"** means: The date that is thirty (30) days after the sending of the Authorization Notice to the Class Members;
- 1.1.17. **"Parties"** means: Applicant and Affinitas;
- 1.1.18. **"Pre-Approval Application"** means: the Application for a *pro forma* authorization to institute a class action against Affinitas for the sole purpose of the approval of the Settlement Agreement and for approval of the Authorization Notice to be sent to the Class Members to be filed by the Parties, as referred to at Sections 6 of the Settlement Agreement;
- 1.1.19. **"Pre-Approval Hearing"** means: The hearing presided by the Court to authorize *pro forma* a class action against Affinitas for the sole purpose of the approval of the Settlement Agreement and to approve the Authorization Notice to be sent to the Class Members following the filing of the Pre-Approval Application, as referred to at Section 6 of the Settlement Agreement;
- 1.1.20. **"Pre-Approval Judgment"**: The judgment to be rendered by the Court (i) authorizing the amendment of the class so it could read as the expression "Class Members" is hereinabove defined (ii) authorizing *pro forma* the Class Action against Affinitas only for the sole purpose of the approval of the Settlement Agreement and (iii) approving the Authorization Notice to be sent to the Class Members, as referred to at Section 7 of the Settlement Agreement;
- 1.1.21. **"Release and Discharge"**: A full and final release and discharge from any and all obligations, actions, causes of action, suits, recourses, proceedings of whatever kind, claims or for any debts, sums of money, damages, judgments, executions, indemnity, costs, interest, loss or injury of every nature and any kind whatsoever and however arising, that Applicant, the Class Members and the Class Counsel had, have or may have in the future, against Affinitas arising directly or indirectly out of the allegations

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set out in the Court file bearing number 500-06-000798-161 and the exhibits in its support thereof, the whole as referred to at Section 13 of the Settlement Agreement;

- 1.1.22. **"Settlement Agreement"**: This Settlement Agreement, Transaction and Release entered into by and between Applicant and Affinitas by their respective duly authorized representatives;

2. PREAMBLE AND SUMMARY

- 2.1. The "Preamble" hereto is truthful and forms an integral part of the Settlement Agreement, as if recited at length herein.
- 2.2. However, the "Summary" and the "Sommaire" above are not part of the present Settlement Agreement, have no legal effect and do not create any rights or obligations in favour of or against Applicant, the Class Members or Affinitas;

3. PREREQUISITES CONDITIONS

- 3.1. The present Settlement Agreement is conditional upon the respect of the following conditions:
- 3.1.1. That the Court authorizes *pro forma* the Authorization Application with respect to Affinitas only for the sole purpose of approving the Settlement Agreement and grants the Pre-Approval Judgment;
- 3.1.2. That the Court approves the Settlement Agreement in accordance with Article 590 of the Quebec's *Code of Civil Procedure* and grants the Approval Judgment; and
- 3.1.3. That the Approval Judgment be definitive and final and without appeal;
- 3.2. The Settlement Agreement, including the Releases and Discharge as mentioned in Section 13 hereinafter, enters into full force and effect once all conditions mentioned in Section 3.1 above have been respected;
- 3.3. Should all conditions mentioned in Section 3.1 above not be met for any reason whatsoever, the Settlement Agreement will become null and void and will be deemed to have never existed and will not create any rights or obligations in favour of, or in any manner operate to prejudice the rights or obligations of Applicant, the Class Members or Affinitas, and may not be used as evidence, in whole or in part, in any other proceedings with respect to the matters attempted to be settled hereby.

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4. BEST EFFORTS

- 4.1. The Parties and their counsels undertake to collaborate and use their best efforts to support the Settlement Agreement, as well as to make representations before the Court in the course of the hearings with respect to ensuring the issuance of the Pre-Approval Judgment and the Approval Judgment;

5. BENEFITS OF THE SETTLEMENT

Compensation to each and all Class Members

- 5.1. For every Class Member who had a one (1) month or three (3) months or six (6) months subscription with Elite Singles at a reduced price, Affinitas agrees to compensate all said Class Members in the form of a voucher valid and applicable for one (1) month of free *Premium* services with Elite Singles;
- 5.2. For every Class Member who had a twelve (12) months subscription with Elite Singles at a reduced price, Affinitas agrees to compensate all said Class Members in the form of a voucher valid and applicable for two (2) months of free *Premium* services with Elite Singles;
- 5.3. The free *Premium* services with Elite Singles' voucher given to each Class Member shall be valid for an unlimited period, without an expiry date, commencing upon the receipt of the voucher, which will be included in the Approval Notice, by the Class Members, who may decide to use the voucher at any time;
- 5.4. The free *Premium* services with Elite Singles' voucher given to each Class Member shall be transferable to any other individual designated by the Class Member at their free and total discretion;
- 5.5. The free *Premium* services with Elite Singles' voucher given to each Class Member will not include any subscription and will not be renewed following the expiration of said one (1) or two (2) free months of *Premium* services;

Extrajudicial fees and legal disbursements of Class Counsel

- 5.6. Affinitas also agrees to pay an amount of twenty-five thousand Canadian dollars (25,000.00\$ CAD), plus applicable taxes, representing:
- 5.6.1. The extrajudicial fees with respect of the conduct of the Class Action and all services rendered in this regard with respect to Affinitas; and
- 5.6.2. Service to Affinitas with respect to the Court file bearing number 500-06-000798-161;

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- 5.7. Except for what is expressly provided in the Settlement Agreement, and subject to any legal obligations that may relate to the Fonds, Affinitas shall have no obligation whatsoever and shall not be liable for any fees, disbursements or taxes, of any kind, of Applicant or Class Counsel' experts, lawyers, advisors, agents or representatives;
- 5.7.1. Applicant hereby represents and warrants that she did not apply for assistance from the Fonds and that she had not been granted any assistance from the Fonds;
- 5.8. Subject to Section 5.9 hereunder, Affinitas shall pay directly to the Class Counsel, within fifteen (15) business days of the Effective Date, the amount set forth in Section 5.6 hereinabove;
- 5.9. Notwithstanding Section 3.3 hereinabove, the refusal by the Court to approve the payment of the Class Counsel' fees and disbursements or the diminution of any amount to be paid in this regard by the Court shall not be a ground of termination of the Settlement Agreement, which will remain valid and in force and effect;
- 5.10. Affinitas agrees to carry out the considerations set out in the present Section 5 as a full and final settlement, in capital, interest, costs, and indemnities, of all obligations, actions, causes of action, suits, recourses, proceedings of whatever kind, claims or for any debts, sums of money, damages, judgments, executions, indemnity, costs, interest, loss or injury of every nature and any kind whatsoever and however arising that Applicant, the Class Members and the Class Counsel had, have or may have arising directly or indirectly out of the allegations set out in the Court file bearing number 500-06-000798-161 and the exhibits in its support thereof concerning Affinitas;

6. PRE-APPROVAL APPLICATION AND PRE-APPROVAL HEARING

- 6.1. Upon the execution of the Settlement Agreement by the Parties, the counsels of the Parties shall notify the Court of the signing of the Settlement Agreement;
- 6.2. The counsels of the Parties shall, at the same time, request from the Court a date to present the Pre-Approval Application and to hold the Pre-Approval Hearing;
- 6.3. The Pre-Approval Application will seek the issuance of the Pre-Approval Judgment and shall notably request that the Court:
- 6.3.1. Authorizes *pro forma* the Authorization Application against Affinitas only for the sole purpose of the approval of the Settlement Agreement;
- 6.3.2. Authorizes the amendment of the class (for the sole purpose of this Settlement Agreement with respect to Affinitas) so it could read as the term


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"Class Members" is hereinabove defined at 1.1.10 of the Settlement Agreement;

- 6.3.3. Sets a date for the presentation of the Approval Application and to hold the Approval Hearing; and
- 6.3.4. Approves the Authorization Notice to Class Members that shall be sent to each Class Member as referred to at Section 7 below;
- 6.4. The Parties and their counsels will ensure that the Pre-Approval Application and the Authorization Notice is filed with the Court in accordance with the date and delay instructed by the Court;
- 6.5. At the Pre-Approval Hearing, the Parties and their counsels undertake to collaborate and use their best efforts to support the Settlement Agreement, as well as to make joint representations before the Court to seek the issuance of the Pre-Approval Judgment;
- 6.6. Applicant acknowledges that the consent from Affinitas to the Pre-Approval Application, including the authorization *pro forma* of the Class Action, is strictly conditional upon the approval of the Settlement Agreement by the Court and is only made for settlement purposes;
- 6.7. In the event that the Court refuses to grant the Pre-Approval Application, the Settlement Agreement will become null and void and shall be deemed to have never existed and will not create any rights or obligations in favour of, or in any manner operate to prejudice the rights or obligations of Applicant, the Class Members or Affinitas, and may not be used as evidence, in whole or in part, in any other proceedings with respect to the matters attempted to be settled hereby;

7. PRE-APPROVAL JUDGMENT AND AUTHORIZATION NOTICE

- 7.1. Within fifteen (15) business days following the Pre-Approval Judgment, the counsels of the Parties shall ensure that the Authorization Notice to Class Members is sent to each Class Member;
- 7.2. The Authorization Notice to Class Members shall inform the Class Members of this Settlement Agreement and shall notably indicate the following:
 - 7.2.1. The Court has authorized *pro forma* the Authorization Application against Affinitas for the sole purpose of approval of the Settlement Agreement;
 - 7.2.2. The definition of the Class as defined at 1.1.10 of the Settlement Agreement;

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- 7.2.3. The existence of the Settlement Agreement and the fact that it will be submitted to the Court for approval, specifying the date and place of the Approval Hearing;
- 7.2.4. The proposed settlement of the Class Action through the compensation by Affinitas to each and all Class Members in accordance with Section 5.1 to 5.5 of the Settlement Agreement;
- 7.2.5. The consequences and effects of the approval of the Settlement Agreement by the Court with respect to the Release and Discharge of Affinitas from the Class Members;
- 7.2.6. The right of the Class Members to opt-out of the Class Action; and
- 7.2.7. The right of Class Members to make representation during the Approval Hearing;
- 7.3. It is understood and agreed by the Parties that there shall be an English and a French version of the Authorization Notice to Class Members;
- 7.4. The Parties agree to submit to the Court's approval the Authorization Notice versions attached to the present Settlement Agreement as Schedules A and B;
- 7.5. All versions of the Authorization Notice to Class Members shall be published directly by Affinitas to each Class Member by way of email to their last known email address detained by Affinitas with respect to each Class Member;
- 7.6. The costs associated to the sending of all versions of the Authorization Notice to Class Members will be borne by Affinitas;
- 7.7. Upon the sending of all versions of the Authorization Notice to Class Members as provided in Section 7.5 above, Affinitas will confirm, through a sworn declaration, that all versions of the Authorization Notice have been successfully sent to each Class Member at their last known email address detained by Affinitas;
- 7.8. The Parties acknowledge that the Court can modify the content of the Authorization Notice to the Class Members and its publication process, which shall not constitute a ground of termination of the Settlement Agreement, unless such a modification has the effect of significantly increasing the costs associated with the publication of the Authorization Notice to the Class Members or imposes upon Applicant or Affinitas an obligation that is not otherwise contained in the Settlement Agreement;

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8. OPTING-OUT

- 8.1. Every Class Member will benefit from the compensation set forth in the Settlement Agreement, subject to the Court's approval of the Settlement Agreement;
- 8.2. However, if a Class Member doesn't want to benefit from the Settlement Agreement, he/she has the right to opt-out of the Class Action;
- 8.3. A Class Member who desires to exercise the right to opt-out of the Class Action must, before the Opt-Out Deadline, send by courier or certified mail to the Clerk of the Court a written election to opt-out duly signed by the Class Member containing the following information:
 - 8.3.1. The court docket number for the Class Action (500-06-000798-161);
 - 8.3.2. The Class Member's full name, current address, telephone number and email address;
 - 8.3.3. A statement to the effect that the Class Member wishes to opt-out from the Class Action; and
 - 8.3.4. A statement of the reason for which the Class Member wishes to opt-out from the Class Action;
- 8.4. A Class Member who desires to exercise his right to opt-out of the Class Action must send his written election to opt-out to the following address:

Clerk of the Superior Court of Quebec
MONTREAL COURT HOUSE
1, Notre-Dame Street East
Suite 1.120
Montreal (Quebec) H2Y 185
Court docket: 500-06-000798-161
- 8.5. A Class Member who desires to exercise his right to opt-out of the Class Action must also send a copy of his written election to opt-out to the counsels of the Parties at the address provided in Section 15.10 below;
- 8.6. The Class Members who will not have exercised the right to opt-out of the Class Action in accordance with the foregoing before the Opt-Out Deadline will be bound by and benefit from the Settlement Agreement following its approval by the Court and by any subsequent judgment or order of the Court in furtherance of the Settlement Agreement, if any;

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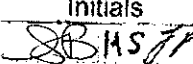
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- 8.7. This Settlement Agreement or any act performed or document executed pursuant to or in furtherance of the Settlement Agreement is not or may not be deemed, construed or interpreted as a renunciation or a waiver by Affinitas of any right or ground of defence against any action, causes of action, suits, recourses, proceedings of whatever kind of a person that has opted-out of the Class Action;

9. OBJECTING

- 9.1. Class Members have the right to make representation during the Approval Hearing;
- 9.2. A Class Member who desires to exercise the right to make representation during the Approval Hearing to object to the approval of the Settlement Agreement must, at least fifteen (15) days before Approval Hearing, send by courier or certified mail to the Clerk of the Court a written statement duly signed by the Class Member containing the following information:
- 9.2.1. The court docket number for the Class Action (500-06-000798-161);
- 9.2.2. The Class Member's full name, current address, telephone number and email address;
- 9.2.3. A statement to the effect that the Class Member wishes to object to the approval of the Settlement Agreement;
- 9.2.4. A statement of the reason for which the Class Member wishes to object to the approval of the Settlement Agreement, including all supporting documents of the objection, if any; and
- 9.2.5. A declaration stating whether the Class Member who wishes to object to the approval of the Settlement Agreement will be present at the Approval Hearing, either personally or through attorney, and in which case, providing the contact information of said attorney;
- 9.3. A Class Member who desires to exercise his right to make representation during the Approval Hearing to object to the approval of the Settlement Agreement must send his written statement to the following address:

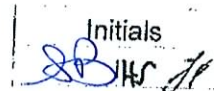
Clerk of the Superior Court of Quebec
MONTREAL COURT HOUSE
1, Notre-Dame Street East
Suite 1.120
Montreal (Quebec) H2Y 1R5
Court docket: 500-06-000798-161

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- 9.4. A Class Member who desires to exercise his right to make representation during the Approval Hearing to object to the approval of the Settlement Agreement must also send a copy of his written statement to the counsels of the Parties at the address provided in Section 15.10 below;

10. APPROVAL APPLICATION AND APPROVAL HEARING

- 10.1. By no later than fifteen (15) days before the Approval Hearing, or following any other delay that the Court may instruct, the Parties and their counsels will ensure that the Approval Application is filed with the Court;
- 10.2. The Approval Application must be served upon the Fonds in accordance with the *Code of Civil Procedure*, the *Act respecting the Fonds d'aide aux actions collectives* and the *Rules of practice of the Superior Court of Québec in Civil Matters* in a timely fashion before the Approval Hearing;
- 10.3. The Approval Hearing shall be held upon the date set out by the Court and in accordance with the date indicated in the Authorization Notice to Class Members;
- 10.4. The Approval Application will seek the issuance of the Approval Judgment and shall notably request that the Court:
- 10.4.1. Approves the Settlement Agreement in accordance with article 590 of the *Code of Civil Procedure of Québec*;
 - 10.4.2. Declares that the Settlement Agreement is reasonable, fair, appropriate, and in the best interest of members of the Class Members;
 - 10.4.3. Declares that the Settlement Agreement constitutes a transaction in accordance with articles 2631 and ff. of the *Civil Code of Québec*;
 - 10.4.4. Declares that the Settlement Agreement binds all Class Members;
 - 10.4.5. Authorizes Applicant, personally and in her capacity as representative of the Class Members, to provide the Release and Discharge, as mentioned in Section 13 hereunder, to Affinitas, and to request an order from the Court to the effect that the Release and Discharge binds all Class Members;
 - 10.4.6. Declares that Affinitas, as well as its subsidiaries, parent corporations, affiliates, directors, officers, shareholders, associates, employees, representatives, agents, insurers, mandatories, successors, trustees, and assignees, shall be released and discharged in accordance with Section 13 hereunder;

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- 10.4.7. Approves the Approval Notice to Class Members that shall be sent to each Class Members as referred to at Section 12 below;
- 10.4.8. Homologates the Settlement Agreement; and
- 10.4.9. Approves and declares all other conclusions that the counsels for the Parties may reasonable request from the Court, to the extent that they are in accordance with the terms and conditions of the Settlement Agreement;
- 10.5. At the Approval Hearing, the Parties and their counsels undertake to collaborate and use their best efforts to support the Settlement Agreement, as well as to make joint representations before the Court to seek the issuance of the Approval Judgment;
- 10.6. In the event that the Court refuses to grant the Approval Application or refuses to approve the Settlement Agreement, the Settlement Agreement will become null and void and shall be deemed to have never existed and will not create any rights or obligations in favour of, or in any manner operate to prejudice the rights or obligations of Applicant, the Class Members or Affinitas, and may not be used as evidence, in whole or in part, in any other proceedings with respect to the matters attempted to be settled hereby;

11. NON-APPROVAL OR TERMINATION OF THE SETTLEMENT AGREEMENT

- 11.1. In the event of the non-approval or a termination of the Settlement Agreement, in accordance with Sections 3.3, 6.7, 7.8, 10.6 or 12.8 of the Settlement Agreement, the Pre-Approval Judgment and the Settlement Agreement shall be set aside and declared null and void and of no force or effect and Applicant, Class Counsel, Class Members or any third party shall be estopped and barred from asserting otherwise;
- 11.2. More particularly, in the event of the non-approval or a termination of the Settlement Agreement, in accordance with Sections 3.3, 6.7, 7.8, 10.6 or 12.8 of the Settlement Agreement, the Pre-Approval Judgment, including the definition of the Class Members and the common issues pertaining to the Class Action, shall be without prejudice to any position that Applicant and Affinitas may later take on any issue in the Court file bearing number 500-06-000798-161 or any other litigation, if any;
- 11.3. More specifically, in the event of the non-approval or a termination of the Settlement Agreement, in accordance with Sections 3.3, 6.7, 7.8, 10.6 or 12.8 of the Settlement Agreement, the Settlement Agreement shall be null and void, except for Section 11 of the Settlement Agreement which will survive;

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11.4. More precisely, in the event of the non-approval or a termination of the Settlement Agreement, in accordance with Sections 3.3, 6.7, 7.8, 10.6 or 12.8 of the Settlement Agreement:

- 11.4.1. The Parties will revert to their respective procedural positions held prior to the execution of the Settlement Agreement;
- 11.4.2. The Settlement Agreement shall not impact in any way the positions of the Parties with regards to the Authorization Application;
- 11.4.3. Neither the existence nor the content of the Settlement Agreement shall be admissible as evidence and neither of the Parties shall make reference to it with regards to the Authorization Application or for any other litigation, action or proceeding;
- 11.4.4. Neither the existence nor the content of the Settlement Agreement, shall imply a recognition of any sort by the Parties with regards to the Authorization Application or for any other litigation, action or proceeding; and
- 11.4.5. The Parties may agree to continue negotiations in good faith with the goal of reaching a mutually satisfying amended settlement, and to seek to obtain the approval of the Court with regards to such settlement, in accordance with Article 590 of the *Code of Civil Procedure of Québec*;

11.5. The Parties expressly reserve all of their respective rights if this Settlement Agreement is not approved by the Court or is terminated in accordance with Sections 3.3, 6.7, 7.8, 10.6 or 12.8 of the Settlement Agreement, and Applicant expressly acknowledges that she will not, in any way whatsoever, attempt to use the fact or existence of this Settlement Agreement as any form of admission whatsoever, including as an admission of liability, wrongdoing, or otherwise, of Affinitas;

12. APPROVAL JUDGMENT AND APPROVAL NOTICE

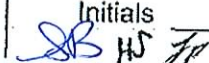
- 12.1. Following the Approval Judgment and within fifteen (15) business days following the Effective Date, the counsels of the Parties shall ensure that the Approval Notice to Class Members is sent to each Class Member;
- 12.2. The Approval Notice shall inform the Class Members of the approved Settlement Agreement and shall notably indicate the following:
 - 12.2.1. The Court has approved the Settlement Agreement and the existence of the Approval Judgment;

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- 12.2.2. The settlement of the Class Action through the compensation by Affinitas to each and all Class Members in accordance with Section 5.1 to 5.5 of the Settlement Agreement;
- 12.2.3. The consequences and effects of the approved Settlement Agreement by the Court with respect to the Release and Discharge of Affinitas from the Class Members;
- 12.2.4. The compensation to the Class Members in the form of a voucher valid and applicable for free *Premium* services with Elite Singles;
- 12.3. It is understood and agreed by the Parties that there shall be an English and French version of the Approval Notice to Class Members;
- 12.4. The Parties agree to submit to the Court's approval the Approval Notice's versions attached to the present Settlement Agreement as Schedules C and D;
- 12.5. All versions of the Approval Notice to Class Members shall be published directly by Affinitas to each Class Member by way of email to their last known email address detained by Affinitas with respect to each Class Member;
- 12.6. The costs associated to the sending of all versions of the Approval Notice to Class Members will be borne by Affinitas;
- 12.7. Upon the sending of all the versions of the Approval Notice to Class Members as provided for in Section 12.5 above, Affinitas will confirm, through a sworn declaration, that all versions of the Approval Notice have been successfully sent to each Class Member at their last known email address detained by Affinitas;
- 12.8. The Parties acknowledge that the Court can modify the content of the Approval Notice to the Class Members and its publication process, which shall not constitute a ground of termination of the Settlement Agreement, unless such a modification has the effect of significantly increasing the costs associated with the publication of the Approval Notice to the Class Members or imposes upon Applicant or Affinitas an obligation that is not otherwise contained in the Settlement Agreement;

13. RELEASE AND DISCHARGE

- 13.1. Upon the Effective Date and subject to and in consideration of the performance by Affinitas of the Section 5 hereinabove, the Class Members, including Applicant, personally and in her capacity as representative of the Class Members, and the Class Counsel, shall be deemed, by virtue of the Settlement Agreement, to have granted a full, final, unconditional and irrevocable release and discharge to Affinitas, as well as its subsidiaries, parent corporations, affiliates, directors, officers, shareholders, associates, employees, representatives, agents, insurers,

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mandatories, successors, trustees, and assignees, with regards to any and all obligations, actions, causes of action, suits, recourses, proceedings of whatever kind, claims or for any debts, sums of money, damages, judgments, executions, indemnity, costs, interest, loss or injury of every nature and any kind whatsoever and however arising that Applicant and the Class Members had, have or may have arising directly or indirectly out of the allegations set out in the Class Action and the exhibits in its support thereof;

- 13.2. Said release and discharge shall bind Applicant, the Class Members and the Class Counsel, as well as their representatives, agents, insurers, mandatories, successors, trustees, and assignees;
- 13.3. Applicant, the Class Members and the Class Counsel expressly renounce solidarity, if applicable, in favour of Affinitas with respect to the claims related directly or indirectly to the allegations set out in the Court file bearing number 500-06-000798-161;

14. NO PREJUDICE, NO ADMISSION, NO EVIDENCE

- 14.1. The Settlement Agreement is entered into by Affinitas without any admission whatsoever, including any admission of wrong doing, and on a without prejudice basis, and for the sole purpose of avoiding further judicial proceedings, and the trouble, inconvenience, nuisance and costs related thereto;
- 14.2. The Settlement Agreement or any act performed or document executed pursuant to or in furtherance of the Settlement Agreement is not or may not be deemed, construed or interpreted to be and shall not be used as an admission of any violation of any law, or of any wrongdoing or liability by Affinitas, or of any of the claims or allegations contained in the Class Action or the exhibits in its support;
- 14.3. The Settlement Agreement or any act performed or document executed pursuant to or in furtherance of the Settlement Agreement is not or may not be deemed, construed or interpreted to be and shall not be used as an admission by Affinitas that the claims or allegations contained in the Class Action or the exhibits in its support caused any harm to the Class Members or anyone else;
- 14.4. The Settlement Agreement or any act performed or document executed pursuant to or in furtherance of the Settlement Agreement shall not be referred to, offered as evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve and/or enforce this Settlement Agreement or by a court of justice having jurisdiction over the matter it is seized in this regard;

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15. GENERAL PROVISIONS

- 15.1. The Settlement Agreement constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of Applicant and Affinitas will be bound by any prior obligations, conditions or representations with respect to the subject matter of the Settlement Agreement, unless expressly incorporated herein;
- 15.2. Unless otherwise provided in the Settlement Agreement, the Settlement Agreement must be considered as whole and indivisible and all and each of its provisions are intrinsically linked and dependent on each other;
- 15.3. The division of the Settlement Agreement into sections, and the insertion of it titles, serve only as references and are only intended to facilitate the reading of the document, it do not affect or impact the interpretation of the Settlement Agreement;
- 15.4. The Settlement Agreement may not be modified or amended except in writing and on consent of the Parties, and any such modification or amendment must be approved by the Court should they occur after the publication of the Authorization Notice to the Class Members;
- 15.5. In case of discrepancies between the Authorization Notice to the Class Members and the Settlement Agreement, the Settlement Agreement shall prevail;
- 15.6. The Superior Court of Quebec will maintain its exclusive and continued jurisdiction with regards to the Settlement Agreement, including any matter related to the interpretation or the execution of the Settlement Agreement. The Parties and their counsels may, if needed, request instructions from the Court to those extents;
- 15.7. The Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws applicable within the Province of Quebec;
- 15.8. The Settlement Agreement constitutes a transaction within the meaning of Articles 2631 and following of the *Civil Code of Quebec*;
- 15.9. Any costs to be incurred in connection to the Settlement Agreement that have not been expressly stipulated in the Settlement Agreement, if any, shall be supported by the party that incurred such costs and the reimbursement of such costs may not be claimed against any other party;

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15.10. Where the Settlement Agreement or an act to be executed in its furtherance requires a party to provide a notice or any other communication or document to another party and unless otherwise provided in this Settlement Agreement, such notice, communication or document shall be provided by email, facsimile or courier to the representatives for the party to whom notice is being provided, as identified below:

If to Counsel for Applicant or Class Counsel:

LPC Avocat Inc.
c/o Me Joey Zukran
5800, Cavendish Boulevard, Suite 411
Côte St-Luc, Quebec, H4W 2T5
Email: jzukran@lpclex.com
Fax: 514-221-4441
Phone: 514-379-1572

If to Counsel for Affinitas:

Pinsky, Zelman, Segal, Santillo
c/o Me Marvin Segal
2 Place Alexis Nihon, suite 1000
3500, de Maisonneuve Boulevard West
Montreal, Quebec, H3Z 3C1
Email: msegal@pzss.ca
Fax: 514-933-0810
Phone: 514-934-1333 ext. 232

15.11. The Parties have negotiated all terms and conditions of the Settlement Agreement in good faith, at arms-length and without collusion;

15.12. The Parties recognize and declare that they have read and understand the Settlement Agreement, that they have received from their legal counsels the appropriate explanation on its terms, conditions, and effects, and thus that they declare themselves satisfied with the Settlement Agreement;

15.13. Applicant and Affinitas acknowledge that they have required and agreed that this Settlement Agreement be drafted in English. *La Demanderesse et Affinitas reconnaissent avoir requis et consenti à ce que la présente Convention de Règlement soit rédigée en anglais;*

15.14. Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement;

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15.15. The Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or a scanned signature shall be deemed an original signature for the purposes of executing this Settlement Agreement;

IN WITNESS WHEREOF, THIS SETTLEMENT AGREEMENT IS DULY SIGNED BY THE PARTIES AT THE DATE AND LOCATION INDICATED BELOW:


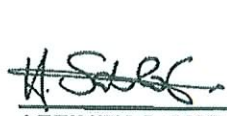
At Montreal, the July 4th, 2017



LPC AVOCAT INC.
Per: Me Joey Zukran
For the APPLICANT


Stephanie Benabou

At BERLIN, the 29.06., 2017



AFFINITAS GMBH

By: HERBERT SABLSTAY

Jeronimo F. Folguera

Representative duly authorized for the purposes hereof, as declared

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