

CANADA

**SUPERIOR COURT
(Class Action)**

**PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL**

NO : 500-06-000754-156

STEVE ABIHSIRA
Plaintiff
-vs-
STUBHUB, INC.
and
EBAY, INC.
and
VIVID SEATS LLC
and
SEATGEEK, INC.
and
FANXCHANGE LIMITED
and
TICKETNETWORK, INC.
and
UBERSEAT
Settling Respondents

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I. PREAMBLE

WHEREAS STEVE ABIHSIRA ("**Plaintiff**" or "**Abihsira**") instituted a class action on August 28, 2015 against STUBHUB INC., EBAY INC., VIVID SEATS LLC, SEATGEEK, INC., FANXCHANGE LIMITED, TICKETNETWORK INC., RAZORGATOR, INC., TICKETCITY, INC., UBERSEAT, TICKETMASTER CANADA LTD., TICKETMASTER CANADA ULC, TICKETMASTER CANADA HOLDINGS ULC, TICKETMASTER LLC, TNOW ENTERTAINMENT GROUP, INC. and VIAGOGO AG (the "**Respondents**") before the Superior Court of Quebec, Judicial District of Montreal, in the court file bearing the docket number 500-06-000754-156, as amended on August 31, 2015, as amended a second time on May 26, 2016, as amended a third time on June 23, 2016 and as amended a fourth time on February 20, 2017 (the "**Class Action**");

WHEREAS the Settling Respondents deny any wrongdoing of any kind and all liability including any liability for monetary compensation or reparation in kind to the purported members of the groups covered by the Class Action and oppose the authorization of the Class Action, including any of the sought injunctive relief;

WHEREAS Plaintiff representing all members of the group as defined for purposes of the Class Action and certain of the Respondents, namely STUBHUB INC., EBAY INC., VIVID SEATS LLC, TICKETNETWORK INC., SEATGEEK, INC. (also doing business as – a.d.b.a. UBERSEAT) and FANXCHANGE LIMITED (the "**Settling Respondents**") have agreed to enter into a binding transaction in order to achieve a full and final resolution of the Class Action as set forth below, taking into account the uncertainty, risk, delay and costs inherent to litigation;

WHEREAS the Parties agree that the settlement provided for under this Transaction is a fair, reasonable and adequate resolution of the Claims;

WHEREAS, for the purpose of settlement only and contingent on approvals by the Court as provided for in this Transaction, the Settling Respondents will not oppose authorization of the Class Action;

IN CONSIDERATION OF THE FOREGOING, STEVE ABIHSIRA, STUBHUB INC., EBAY INC., VIVID SEATS LLC, TICKETNETWORK INC., SEATGEEK, INC. (a.d.b.a. UBERSEAT) and FANXCHANGE LIMITED AGREE AS FOLLOWS:

II. DEFINITIONS

Unless a different meaning is indicated by the context, the following definitions shall apply to the Transaction and its Schedules. Words or phrases importing a number shall be construed such that the singular includes the plural and vice-versa. Similarly, words or phrases importing the masculine gender shall be construed as including the feminine gender and vice-versa, where appropriate;

"Account" means the account of a Member with any of the Settling Respondents;

"Approval Hearing" means the hearing to be presided over by the Court for the purpose of determining whether the Application for Approval of the Transaction made in the Class Action

pursuant to Article 590 CCP and in accordance with paragraphs 52 to 55 of the Transaction is to be granted. For greater certainty, nothing in this Transaction prevents the Parties from holding separate hearings for approval of the Transaction and of Class Counsel Fees, respectively;

“Charity” means one or more charitable organization(s) to be chosen by the Parties, or, if the Parties cannot agree, by the Court;

“Claim” means any and all request for a Credit submitted by an Eligible International Member on a Claim Form filed with the Claims Administrator pursuant to this Transaction;

“Claim Form” means the form to be used by Members for submitting Claims online. The proposed Claim Form attached hereto as Schedules “E” and “F” is subject to Court approval;

“Claims Administration Expenses” means all costs incurred and disbursements paid by the Claims Administrator in the carriage of its mandate, including costs incurred and disbursements paid in processing all Claims of Eligible Members in accordance with the terms of this Transaction, subject to the approval by the Court;

“Claims Administrator” means Collectiva Class Action Services Inc., who the Parties have agreed will administer the Claims process for the International Ticket Sub-Group in accordance with the terms of this Transaction, subject to the approval of the Court;

“Claims Deadline” means one hundred (100) Days from the Effective Date, and is the date by which all Claim Forms must be received by the Claims Administrator to be considered timely. The Claims Deadline shall be clearly set forth on the Claims Administrator’s dedicated website, and on the front page of the Claim Form;

“Class Counsel” means the law firm of LPC Avocat Inc.;

“Class Counsel Fees” means the amounts representing all fees and disbursements payable to Class Counsel in accordance with paragraphs 65 to 69 of the Transaction;

“Class Period” means the period retained for purposes of defining the Group;

“Closing Judgment” means the judgment rendered by the Court approving the rendering of account;

“Counsel for Seatgeek (a.d.b.a. Uberseat)” means Stikeman Elliott LLP;

“Counsel for StubHub and eBay” means Norton Rose Fulbright Canada LLP;

“Counsel for TicketNetwork” means Miller Thomson LLP

“Counsel for Vivid Seats and FanXchange” means DLA Piper (Canada) LLP;

“Counsel for the Settling Respondents” means Counsel for Seatgeek (a.d.b.a. Uberseat), Counsel for StubHub and eBay, Counsel for TicketNetwork and Counsel for Vivid Seats and FanXchange;

“Credit” means a redeemable credit applicable to future purchases in the form of a single and non-cash convertible US dollar equivalent of CAD \$24.29, based on the closing US/Canadian dollar exchange rate as published by the Bank of Canada on the business day immediately preceding the Effective Date, credited to an Account or sent to the Members by email in

accordance with the Transaction. Once issued, a Credit expires after three (3) years of its issuance;

"Credit Information" means the information necessary for Eligible Members to use their applicable Credit;

"Court" means the Superior Court of Quebec sitting in the District of Montreal;

"Days" means calendar days;

"Detailed List" means a list prepared by each Settling Respondent of all Eligible Members that are part of the International Ticket Sub-Group and that includes the following information:

1. Name and contact information of said Eligible Members, including their addresses, email addresses and telephone numbers, if available;
2. Details of all Ticket purchases made by said Eligible Members during the Class Period, including, if available the date, quantity, event attended and event location;

"Documents" means, irrespective of the medium, all pleadings, proceedings, affidavits, exhibits, transcripts of examinations, replies to undertakings, hearing or case management conference call minutes and related transcripts, if any, letters and emails exchanged between Counsel for the Settling Respondents and Class Counsel or between the latter and the Court in relation to this Class Action;

"Effective Date" means the date on which the Judgment Approving the Transaction becomes final. Solely for the purposes hereof, the Parties agree that the Judgment Approving the Transaction will become final upon expiry of a period of thirty (30) Days after the date of the notice of Judgment Approving the Transaction or after the date of the Judgment Approving the Transaction if it was rendered at the hearing or, if an appeal is filed, when such appeal is dismissed by the final court of appeal;

"Eligible Member" means a Member that satisfies the following indemnification criteria:

1. He/she is a Quebec Resident;
2. He/she purchased at least one Ticket from any of StubHub Inc., Vivid Seats LLC, Vivid Seats' Subsidiary's Clients, Ticketnetwork Inc., through ticketnetwork.com, Ticketnetwork-Third Party Marketers, Seatgeek, Inc. (a.d.b.a Uberseat) or FanXchange Limited;
3. He/she has not exercised a Right of Exclusion as communicated to Counsel for the Settling Respondents by Class Counsel pursuant to the Transaction;

"Eligible International Member" means an Eligible Member that is part of the International Ticket Sub-Group and who has purchased at least one Ticket during the Class Period while being physically located in Quebec when the purchase was made;

"Eligible Quebec Member" means an Eligible Member that is part of the Quebec Ticket Sub-Group;

"Exclusion Period" means a period of thirty (30) Days following publication of the New Notice of Approval Hearing authorized by the Court, during which time the Group Members who so desire may exclude themselves from the Group and the Transaction. If the Exclusion Period

ends on a Saturday or a non-judicial Day, such period may be extended until midnight of the next following judicial Day;

"Exclusion Procedure" means the procedure for exercising the Right of Exclusion in accordance with the terms and conditions set out in paragraph 50 of the Transaction;

"Fonds d'aide" means the Fonds d'aide aux actions collectives created pursuant to the Act respecting the Fonds d'aide aux actions collectives (CQLR c F-3.2.0.1.1);

"Group Member" or **"Member"** means a person included in the Group that did not exclude himself or herself in accordance with the Right of Exclusion pursuant to the Transaction and article 580 of the *Code of Civil Procedure*;

"Group" means the group defined in the 3rd Re-Amended Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative, namely:

Every consumer, pursuant to the terms of Quebec's *Consumer Protection Act* ("CPA"), residing in Quebec at the time of purchase, who since August 28th, 2012 to the dates found at paragraph 7 of the Transaction for each Settling Respondent (the **"Class Period"**), while physically located in Quebec, has purchased from any of the Respondents, or Vivid Seats' Subsidiary's Clients, or the Ticketnetwork-Third Party Marketers, at least one "Ticket" (as defined in section 236.1 CPA as meaning any document or instrument that upon presentation gives the ticket holder a right of entry to a show, sporting event, cultural event, exhibition or any other kind of entertainment) either:

- (a) at a price above that announced by the vendor authorized to sell the Tickets by the producer of the event; and/or,
- (b) who paid a price higher than the price advertised by Respondents on their respective websites and/or mobile applications (at the first step), excluding the Quebec sales tax or the Goods and Services Tax;

"Hearing to Approve Class Counsel Fees" means the hearing to be presided over by the Court for the purpose of determining whether the Application for Approval of Class Counsel's Fees made in the Class Action pursuant to Article 590 CCP and in accordance with paragraphs 65 to 70 of the Transaction is to be granted;

"International Ticket Sub-Group" means all Eligible Members whom are not part of the Quebec Ticket Sub-Group and who purchased at least one Ticket for an event located outside of Quebec during the Class Period;

"Judgment Approving the Transaction" means the Court judgment approving the Transaction;

"Judgment Authorizing the Class Action" means the judgment authorizing the Class Action and approving the Notice Program for purposes of settlement only;

"New Notice of Approval Hearing" means the notice described at paragraphs 41 and 44;

"Notice of the Approval of the Transaction" means the notice described in paragraph 58 of the Transaction informing the Members that the Transaction has been approved by the Court (Schedules "C" and "D" hereto);

"Notice of Hearing to Approve the Transaction" means the notice described in paragraph 44 notifying the Members of the Hearing to Authorize the Class Action, to Appoint the Status of Representative and to Approve the Transaction (Schedules "A" and "B" hereto);

"Notice Program" or "Notice Programs" means the plans approved by the Court for disseminating the Notice of Hearing to Approve the Transaction and the Notice of the Approval of the Transaction.

"Objection" means an objection by a Member to the Transaction made in the manner and within the time frame specified by the Court, or if none is specified by the Court, by applicable legislation, in accordance with Article 590 of the *Code of Civil Procedure*, based on the terms and conditions proposed in paragraph 56 of the Transaction;

"Objection Form" means the form made available to Members who wish to object to the Transaction (Schedules "K" and "L" hereto);

"Parties to the Transaction" or "Parties" means Plaintiff, as defined below, and the Settling Respondents;

"Period Covered" means the period from August 28, 2012 to the date of the Judgment Approving the Transaction except for (i) Seatgeek for which it starts on June 24, 2016; and (ii) for StubHub for which it excludes the period from January 17, 2014 to September 1, 2015;

"Plaintiff" means Steve Abihira;

"Quebec Resident" means a user of any of the Settling Respondents', or Vivid Seats' Subsidiary's Clients', or the Ticketnetwork-Third Party Marketers' online platforms that has a Quebec billing address and Quebec postal code associated with the Account or a valid IP address associated with a computer being physically located in Quebec as identified by the Settling Respondents using the reasonably reliable means at their disposal;

"Quebec Ticket Sub-Group" means all Eligible Members who purchased at least one Ticket for an event located in Quebec during the Class Period;

"Reparation Date for Events in Quebec" means the date that is up to five (5) Days after the Effective Date;

"Reparation Date for International Events" means the date that is up to one hundred and twenty-five (125) Days after the Effective Date;

"Reparation Dates" means the Reparation Date for Events in Quebec and the Reparation Date for International Events;

"Right of Exclusion" means the right of a Member to exclude himself or herself from the Transaction in accordance with the terms and conditions set out in paragraphs 48 to 50 of the Transaction;

"Schedules" means any and all of the documents that the Parties have attached to the Transaction and that are identified in paragraph 85 together with any other document that the Parties may attach hereto with the Court's approval.

"Service Fees" means a charge imposed by the Settling Respondents to the purchaser of a Ticket for the use of their online marketplace, including websites and mobile applications and associated services;

"Settling Respondents" means collectively the Respondents STUBHUB INC., EBAY INC., VIVID SEATS LLC, TICKETNETWORK INC., SEATGEEK, INC. (also doing business as UBERSEAT) and FANXCHANGE LIMITED;

"Ticket" has the meaning defined in section 236.1 of the *Consumer Protection Act*, c. P-40.1 ("CPA") meaning any document or instrument that upon presentation gives the ticket holder a right of entry to a show, sporting event, cultural event, exhibition or any other kind of entertainment;

"Ticketnetwork-Third Party Marketers" means the entities agreed upon by TicketNetwork, Inc., the Plaintiff and Class Counsel in Schedule "N" hereto, delivered to the Court under seal and kept confidential from all other Parties, their Counsel, and the public by the Plaintiff, by Class Counsel, by the Claims Administrator and by the Court;

"Transaction" means this transaction agreement, including the Schedules and subsequent amendments thereto, together with any other subsequent agreement that the Parties may see fit to add hereto subject to the Court's approval;

"Vivid Seats' Subsidiary's Clients" means the entities agreed upon by Vivid Seats LLC, the Plaintiff and Class Counsel in Schedule "M" hereto, delivered to the Court under seal and kept confidential from all other Parties, their Counsel, and the public by the Plaintiff, by Class Counsel, by the Claims Administrator and by the Court.

III. SCOPE AND EXTENT OF THE TRANSACTION

1. The preamble forms an integral part of the Transaction.
2. Through the Transaction, Plaintiff and the Settling Respondents wish to settle among themselves and on behalf of the Group Members any and all claims, allegations or causes of action of whatsoever nature arising directly or indirectly out of the facts alleged in the proceedings of the Class Action, the supporting exhibits or the Documents, in accordance with the terms and conditions of the Transaction.
3. The Transaction is conditional upon the Court approving it in its entirety, with the exception of 38, 47, 65 to XI.7070, failing which the Transaction will be null and void and will not give rise to any right or obligation in favour of or against the Parties and the Group Members unless all Parties, acting in their sole discretion, agree to waive any variation of the Transaction that might be imposed by the Court.
4. The Plaintiff and the Settling Respondents undertake to cooperate and make and deploy all efforts and means necessary or useful to justify the Transaction and to support and demonstrate its fairness and reasonableness with a view to obtaining Court approval of the Transaction and to make joint representations to the Court in the hearings for the purposes of obtaining the Judgment Authorizing the Class action, the Judgment Approving the Transaction and the Closing Judgment.
5. Whether or not this Transaction is terminated or approved, this Transaction and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Transaction, and any action taken to carry out this Transaction:
 - (a) shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Settling Respondents, or of the truth of any of the claims or allegations contained in the Class Action or any other pleading filed by the Plaintiff;

- (b) shall not be referred to, offered as evidence or received in evidence in any pending or future action or proceeding, except in a proceeding to authorize the Class Action, approve or enforce this Transaction or to defend against the assertion of released claims, or as otherwise required by law.

IV. BUSINESS PRACTICE CHANGE

- 6. As a condition *sine qua non* for the Plaintiff's acceptance of this Transaction, the Settling Respondents have agreed to implement a business practice change to their mobile and desktop on-line transaction process pursuant to which a ticket price announced to a Quebec Resident for an event located in Quebec at the first step of said process will be equal or higher than the price ultimately paid except for taxes and optional costs or services (paper tickets, delivery, etc.) ("all-in"). For greater clarity, the all-in price must include all amounts the consumer will have to pay to purchase the Ticket, including mandatory Ticket delivery fees that are not optional.
- 7. The dates upon which the Settling Respondents have implemented this business practice change are as follows:
 - (a) StubHub, on October 18, 2019;
 - (b) Vivid Seats LLC on October 10, 2019;
 - (c) Vivid Seats' Subsidiary's Clients as of October 10, 2019;
 - (d) FanXchange Limited on April 25, 2018;
 - (e) TicketNetwork on November 15, 2019;
 - (f) Ticketnetwork-Third Party Marketers on November 15, 2019;
 - (g) SeatGeek (a.d.b.a UberSeat) on September 18, 2019.

V. REPARATION OF ELIGIBLE MEMBERS

A. Eligible Quebec Members

- 8. Each Eligible Quebec Member will receive a CAD \$24.29 Credit applicable at the Reparation Date for Events in Quebec. In order to receive benefits pursuant to the Transaction, Eligible Quebec Members are not required to make a Claim of any kind and will automatically receive the Credit. In the event that an Eligible Quebec Member contracted with multiple Settling Respondents or Vivid Seats' Subsidiary's Clients, or Ticketnetwork-Third Party Marketers, during the Period Covered, he/she will automatically receive one (1) Credit per Settling Respondent, Vivid Seats' Subsidiary's Client, or Ticketnetwork-Third Party Marketers.
- 9. In the case of StubHub, the Credits will be added to Eligible Quebec Members' Accounts in such a way as to be automatically applied on the checkout page the next time the Eligible Quebec Member purchases at least one Ticket on its platform.
- 10. In the case of Ticketnetwork inc., Ticketnetwork-Third Party Marketers, Seatgeek, inc. (a.d.b.a. Uberseat), Vivid Seats LLC and Vivid Seats' Subsidiary's Clients, that cannot automatically add Credits to Eligible Quebec Members' Accounts for operational reasons, and in the case of FanXchange Limited due to the fact that FanXchange.com

no longer exists since May 7, 2019, an email containing the Credit Information will be sent directly to said Eligible Quebec Members. For these Settling Respondents, Ticketnetwork-Third Party Marketers' and Vivid Seats' Subsidiary's Clients, the Credit is transferable, one-time use only (the full value of the Credit must be used up or exhausted in a single transaction) and cannot be aggregated with any other discount, coupon or credit.

11. Ten (10), twenty-two (22) and thirty-four (34) months after the Reparation Date for Events in Quebec, the Settling Respondents shall send a bilingual reminder email (French and English) to all Eligible Quebec Members who have not used their Credit, the form and content of which shall be determined by the Parties and approved by the Court if the Court so requires. At the same time as the Parties seek the Court's approval for said reminder emails as may be required, they shall update the Court with the Credit usage rate (i.e. how many Quebec Members have used their Credit as of the these dates).
12. StubHub may remove the Credits from the Eligible Members Accounts no less than thirty-six (36) months after the issuance of the Credit.
13. StubHub agrees to pay to the Charity, no more than ninety (90) days after removing any unused Credits from Accounts of Eligible Members to whom a Credit was issued pursuant to paragraph 8, an amount of money equivalent to the nominal value of those unused Credits (the "Balance") less the amount of the Fonds d'aide levy payable from that Balance in accordance with paragraph 37.
14. Ticketnetwork inc. (for itself and for Ticketnetwork-Third Party Marketers), Seatgeek, inc. (a.d.b.a. Uberseat), FanXchange Limited (now operating as Vivid Seats Canada) and Vivid Seats LLC (for itself and for Vivid Seats' Subsidiary's Clients) agree to pay to the Charity, no more than ninety (90) days after expiry of the thirty-six (36) month Credit usage period, an amount of money equivalent to the nominal value of those unused Credits (the "Balance") less the amount of the Fonds d'aide levy payable from that Balance in accordance with paragraph 37.

B. Eligible International Members

15. In order to receive benefits pursuant to the Transaction, Eligible International Members must submit a Claim by the Claims Deadline. Each Claim must be completed with the information as set out in this Transaction or as described in the Claims Forms and must comply with all other conditions and requirements specified herein. In the event that an Eligible International Member contracted with multiple Settling Respondents, Vivid Seats' Subsidiary's Clients, or Ticketnetwork-Third Party Marketers during the Class Period, he/she may submit a Claim and subsequently receive one (1) Credit per Settling Respondent, Vivid Seats' Subsidiary's Client, or Ticketnetwork-Third Party Marketers. Once validated and approved by the Claims Administrator, Eligible International Members shall be paid at the Reparation Date for International Events as follows:
 - (a) For StubHub, a CAD \$24.29 Credit, automatically applied to his/her Account.
 - (b) For Ticketnetwork inc., Ticketnetwork-Third Party Marketers, Seatgeek, inc. (a.d.b.a. Uberseat) Vivid Seats LLC and Vivid Seats' Subsidiary's Clients, that cannot automatically apply Credits to Eligible International Members' Accounts for operational reasons, and in the case of FanXchange Limited due to the fact that FanXchange.com no longer exists since May 7, 2019, an email containing

the Credit Information will be sent to said Eligible International Members. For these Settlements Respondents and Vivid Seats' Subsidiary's Clients, the Credit is transferable, one-time use only (the full value of the Credit must be used up or exhausted in a single transaction) and cannot be aggregated with any other discount, coupon or credit.

16. For StubHub, the Credits will be added to Eligible International Members' Accounts in such a way as to be automatically applied on the checkout page the next time the Eligible International Member purchase at least one Ticket on its platform.
17. Thirty (30) and ninety (90) days after the Effective Date, which is necessarily before the Claims Deadline, the Claims Administrator shall send a bilingual reminder email (French and English) to all Eligible International Members who have not yet submitted a Claim, the form and content of which shall be determined by the Parties and approved by the Court. The Parties shall report the take-up rate to the Court within ten (10) days following the Claims Deadline.
18. Ten (10), twenty-two (22) and thirty-four (34) months after the Reparation Date for International Events, the Claims Administrator shall send a bilingual reminder email (French and English) to all Eligible International Members who have not used their Credit, the form and content of which shall be determined by the Parties and approved by the Court if the Court so requires. At the same time as the Parties seek the Court's approval for said reminder emails as may be required, they shall update the Court with the Credit usage rate (i.e. how many International Members have used their Credit as of the these dates).

VI. CLAIMS DEADLINES, CLAIM FORMS, AND ADMINISTRATION

19. All Claims by members of the International Ticket Sub-Group must be submitted with a Claim Form and received by the Claims Administrator by the Claims Deadline. The Claims Deadline shall be clearly set forth in the Notice of the Approval of the Transaction, the websites of the Claims Administrator and of Class Counsel, and the Claim Form. Eligible Members that are part of the International Ticket Sub-Group and who do not submit in a timely manner a completed Claim Form shall no longer be eligible to receive benefits pursuant to this Transaction but will be bound by the remaining terms.
20. Claim Forms must be signed electronically by the Member that is part of the International Ticket Sub-Group who must attest to the truth and accuracy of the information provided therein and acknowledge that knowingly submitting a false Claim could constitute civil or criminal fraud and is in violation of the orders contained in the Judgment Approving the Transaction.
21. Claim Forms will be made available online for completion on the settlement website maintained by the Claims Administrator in conformity with the Claims Form in Schedule F and a hyperlink may be made available on the website of Class Counsel. Such Claim Form must include the following information and affirmations as it relates to a Member that is part of the International Ticket Sub-Group:
 - (a) Telephone number and contact information of the Eligible Member that is part of the International Ticket Sub-Group for use, if necessary, in validating Claims;
 - (b) Name of the online platform that was used to effect the purchase, if available;

- (c) Account number, Email address or username, if available;
 - (d) Date of the Purchase, if available;
 - (e) Event for which a Ticket was purchased, if available;
 - (f) Solemn Declaration that the Ticket was not purchased in relation with the operation of a business;
 - (g) Solemn Declaration that the Ticket was purchased while the Eligible Member that is part of the International Ticket Sub-Group was physically located in Quebec.
22. Members may submit completed and (electronically) signed Claim Forms to the Claims Administrator online through the online process determined reasonably by the Claims Administrators and agreed to by the Parties. The Parties agree that information provided by an Eligible Member that is part of the International Ticket Sub-Group on Claim Forms shall be kept confidential, shall be used only for purposes of reviewing or administering the Transaction, and shall not be used for marketing or any other commercial purposes. Nothing herein shall be interpreted to mean that the Settling Respondents are prohibited from marketing to Eligible Members who otherwise have "opted in" to receiving marketing and other commercial communications from the Settling Parties outside this Transaction.
23. The Claims Administrator will be an agent of the Court, and will be subject to the Court's supervision and direction as circumstances may require. The Claims Administrator will administer the Notice Program and Claims process, in accordance with the terms of the Transaction and Judgment Approving the Transaction.
24. The Claims Administrator shall administer the terms of this Transaction by resolving Claims in a cost effective and timely manner.
25. The Claims Administrator shall maintain records of all Claims submitted. The Claims Administrator shall maintain all such records until the later of 180 Days after either the Claims Deadline or all Claims have been finally resolved, and such records will be made available upon request to the Parties' counsel. Claim Forms will be provided only to the Court upon request and to the Parties upon request. The Claims Administrator also shall provide such reports and such other information to the Court as it may require.
26. The Claims Administrator will review and validate all Claims submitted by Eligible Members that are part of the International Ticket Sub-Group and determine the validity of the Claims using the Detailed List.
27. The determination of the validity of Claims submitted by Eligible Members that are part of the International Ticket Sub-Group shall be made by the Claims Administrator. The Claims Administrator shall have the discretion to review Claims with the objectives of efficiency and effecting substantial justice to the Parties and the Eligible International Members.
28. The Claims Administrator shall have the right to contact Eligible Members that are part of the International Ticket Sub-Group to validate Claims. The validity of a Claim will be assessed based on the totality of the Claim. The inability of an Eligible Member that is part of the International Ticket Sub-Group to provide the name of the online platform that was used to effect the purchase, the precise dates of purchase or his/her Account number will not per se invalidate a Claim, but will be assessed with other factors for

purposes of validation. Issues regarding the validity of Claims that cannot be resolved by the Claims Administrator shall be submitted to the Parties' Counsel for resolution and, if no resolution is reached, to the Court.

29. Within ten (10) Days after the Claims Deadline, the Claims Administrator will inform each Settling Respondent and Class Counsel of the identity of the Eligible International Members who have validly submitted a Claim and who are approved to receive a Credit;
30. Within thirty (30) days after the Claims Deadline, the Settling Respondents, will distribute the Credits to Eligible International Members who were approved by the Claims Administrator to receive a Credit;
31. The Claims Administrator shall cause a website to be created in both English and French containing Claims information and relevant documents, including but not limited to, all applicable deadlines; the Notice Approving the Transaction, in both English and French; the Claim Form to be completed and submitted online, in both English and French; FAQs and answers in both English and French; copies of the orders of the Court pertaining to the Transaction; a copy of this Transaction; a toll-free telephone number and addresses to contact the Claims Administrator by e-mail and mail. The cost of creating and maintaining this website will be paid by Class Counsel;
32. Settling Respondents will pay Class Counsel a one-time CAD \$100,000.00 payment plus GST & QST, to be used towards payment of the Claims Administrator's fees and costs, as well as professional fees paid to third-parties payable within ten (10) Days of the Effective Date. For greater certainty, Class Counsel will assume full responsibility for any shortfall, should the Claims Administrator fees and costs exceed CAD \$100,000.00, plus GST & QST;
33. For greater certainty each Settling Respondent will pay on a pro-rata basis the following:
 - (i) StubHub: CAD \$50,822.40;
 - (ii) Vivid Seats: CAD \$44,317.37;
 - (iii) Seatgeek Inc. (Uberseat): CAD \$1,371.63;
 - (iv) FanXchange Limited: CAD \$941.62;
 - (v) TicketNetwork, Inc.: CAD \$17,521.98;

VII. NO REMAINING BALANCE AFTER IMPLEMENTATION

34. The Parties agree that the Transaction is subject to the *Act respecting the Fonds d'aide aux actions collectives*, C.Q.L.R., c. F-3.2.0.1.1, the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, C.Q.L.R., c. F-3.2.0.1.1, r. 2 and the *Code of Civil Procedure*, C.Q.L.R. c. C-25.01.
35. The Parties further agree that pursuant to Quebec law, including case law, the compensation offered to the Settlement Class Members through the issuance of Credits does not entitle the Fonds to withhold any percentage.
36. After the Transaction has been implemented and executed, there shall be no surplus amount remaining for remittance, reparation or compensation to any Group Members or any private or public third party and there shall be no benefit to Group Members or Class

Counsel other than the Credits so deposited or issued and payment of Class Counsel Fees in accordance with the Transaction, other than what is expressly provided for in this section.

37. The Settling Respondents will pay the Fonds d'aide levy pursuant to section 1(1) of the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives* (chapter F-3.2.0.1.1, r. 2) from the Balance under paragraphs 13 and 14, before paying the remainder of the Balance to the Charity. The Fonds d'aide shall not be entitled to any other payment whatsoever under the terms of this Transaction. Should any other amounts be owed to the Fonds d'aide, this Transaction will become null and void and paragraph 83 of this Transaction will apply.
38. It is expressly agreed and understood by the Parties, and it constitutes for the Settling Respondents a principal consideration for their consent to enter into the Transaction, that any other unused, unredeemed or unclaimed Credits shall not constitute, nor may they under any circumstances give rise to, a remaining balance for any purpose, including for a claim for reparation or compensation by Members or for the payment of a charge, levy or tolls by any third party, including a charge, levy or tolls contemplated by any regulation. For greater certainty and without limitation, Settling Respondents may terminate the Transaction pursuant to paragraph 83 in the event of a claim by a third party for recognition of a remaining balance or in the event any court recognizes the existence of a remaining balance.

VIII. PROCEDURE FOR PRE-APPROVAL OF THE TRANSACTION

39. On January 24, 2018, the Court authorized the Class Action and approved the Notice of Hearing to Approve the Transaction.
40. The Notices were sent to Eligible Members by the Settling Respondents and the Claims Administrator as per said judgment to known Eligible Members up until January 29, 2018.
41. Class Counsel will file with the Court a New Application for Approval of the New Notice of Approval Hearing intended for new Members since January 29, 2018 up until the practice change dates listed at paragraph 7 above.
42. At the hearing of the Application for Approval of the New Notice of Approval Hearing, Class Counsel and Counsel for the Settling Respondents will make joint representations to the Court with a view to obtaining a judgment authorizing publication of the New Notice of Approval Hearing.
43. The Parties acknowledge that the Court may amend the wording and the terms for the dissemination and publication of the New Notice of Approval Hearing, which will not be grounds for nullity or termination of the Transaction, unless such amendments entail a substantive change to the terms and conditions of the Transaction.
44. The New Notice of Approval Hearing will indicate, in particular, the following:
 - (a) The existence of the Class Action and the definition of the Group and the Quebec Ticket Sub-Group and International Ticket Sub-Group;
 - (b) The fact that the Transaction has taken place and will be submitted to the Court for approval, specifying the date, time and place of the Hearing to Approve the Transaction;

- (c) The nature of the Transaction, the method of execution chosen and the procedure to be followed by Members to be eligible for reparation;
 - (d) The right of the Group Members to be heard before the Court in regard to the Transaction and that they may make representations before the Court regarding the Transaction;
 - (e) The existence of the Right of Exclusion and the Exclusion Procedure;
 - (f) The fact that the Notice of Hearing to Approve the Transaction, Notice of Approval Hearing and the Notice of the Approval of the Transaction will be the only notices that the Group Members will receive in regard to the Transaction;
45. The New Notice of Approval Hearing will be published and disseminated in the following manner:
- (a) within seven (7) Days following the judgment approving the New Notice of Approval Hearing, the Settling Respondents will send to the Claims Administrator a list of the last email addresses on file of all new Eligible Members, since January 29, 2018 up until the practice change dates listed at paragraph 7 above, that are part of the International Ticket Sub-Group;
 - (b) within seven (7) Days following the judgment approving the New Notice of Approval Hearing, the Settling Respondents will send the New Notice of Approval Hearing to all new Eligible Members, since January 29, 2018, up until the practice change dates listed at paragraph 7 above, that are part of the Quebec Ticket Sub-Group to their last email address on file;
 - (c) within fifteen (15) Days following the judgment approving the New Notice of Approval Hearing, the Claims Administrator will send the New Notice of Approval Hearing to all new Eligible Members, since January 29, 2018, up until the practice change dates listed at paragraph 7 above, that are part of the International Ticket Sub-Group as per the list described in paragraph 45(a);
 - (d) within fifteen (15) Days following the judgment approving the New Notice of Approval Hearing, creation by the Claims Administrator of a webpage containing an electronic version of the Transaction and Schedules "A", "B", "K" and "L" and any press releases published by the Plaintiff or Class Counsel in accordance with the conditions of the Transaction, the whole at the expense of Class Counsel;
 - (e) within fifteen (15) Days following the judgment approving the New Notice of Approval Hearing, creation of a hyperlink on Class Counsel's website (<http://lpclex.com/tickets-billets>) to the webpage created by the Claims Administrator described in 31 above.
46. Within five (5) Days following the filing of the Application for Approval of the New Notice of Approval Hearing, the Plaintiff or Class Counsel may publish a press release and grant interviews in accordance with the conditions of the Transaction as provided for in Schedules "G", "H", "I" and "J" respectively and, unless agreed to the contrary and subject to the following paragraphs, no further press releases will be published or interviews granted thereafter by the Plaintiff or Class Counsel in connection with the filing of the Application for Approval of the Notice of Hearing to Approve the Transaction. Should the Settling Respondents decide to publish a press release, they shall give Class

Counsel twenty-four (24) hours' notice. The Plaintiff and Class Counsel undertake to give the Settling Respondents, in accordance with paragraph 96 of the Transaction, twenty-four (24) hours' notice in advance of the publication, dissemination or communication of the press release. Notice must be given between 8:30 a.m. and 1:00 p.m. on a business day.

47. Should the Court refuse to grant the Application for Approval of the New Notice of Approval Hearing or refuse to authorize the publication of the New Notice of Approval Hearing unless substantive changes to the terms and conditions of the Transaction are made or changes to the New Notice of Approval Hearing that substantially increase its cost are made or any other changes that have an impact on the implementation and execution of the Transaction, the Transaction will be null and void and will not give rise to any right or obligation in favour of or against the Parties.

IX. EXCLUSION FROM THE TRANSACTION

48. Group Members have the right to exclude themselves from the Transaction.
49. Exercise of the Right of Exclusion by a Member of the Group entails the loss of the right to benefit from the Transaction and the loss of the status of Group Member.
50. A Group Member wishing to exercise his or her Right of Exclusion must, before the expiry of the Exclusion Period, send, by registered or certified mail addressed to the clerk of the Superior Court of Quebec a written Request for Exclusion duly signed by the Group Member containing the following information:
- (a) The Court and Court docket number of the Class Action;
 - (b) The name and contact information of the Group Member who is exercising his or her Right of Exclusion;
 - (c) The name of the online platform that was used to effect the purchase;
 - (d) The Group Member's Account number and the email address that was used to purchase a Ticket, if applicable;
 - (e) For Eligible International Members, a solemn declaration that the Group Member purchased the Ticket while being physically located in Quebec;
 - (f) The Request for Exclusion must be conveyed before the expiry of the Exclusion Period to the following address:

Greffes de la Cour supérieure du Québec
PALAIS DE JUSTICE DE MONTREAL
1 Notre-Dame Street East
Room 1.120
Montreal, Quebec, H2Y 1B5

Reference:
Abihira v. StubHub et al. Class Action – 500-06-000754-156

With a copy to Class Counsel:

LPC Avocats
M^{TR}E JOEY ZUKRAN
5800 boul. Cavendish, Suite 411
Montreal, Quebec, H4W 2T5

51. Group Members who have not exercised the Right of Exclusion according to the Exclusion Procedure before the expiry of the Exclusion Period will be irrevocably deemed to have chosen to participate in the Transaction and will be bound by the terms of the Transaction following its approval by the Court and by all judgments or orders subsequently issued by the Court, if any.

X. PROCEDURE FOR APPROVAL OF THE TRANSACTION

52. After publication of the New Notice of Approval Hearing, Class Counsel will file with the Court an Application for Approval of the Transaction for the purpose of proceeding to the Hearing to Approve the Transaction.
53. The Application for Approval Hearing will be served by Class Counsel on the Fonds d'aide in accordance with the provisions of the *Code of Civil Procedure*, the *Act respecting the Fonds d'aide aux actions collectives* and the *Regulation of the Superior Court in civil matters* in sufficient time before the Approval Hearing.
54. At the Approval Hearing, Class Counsel and Counsel for the Settling Respondents will make joint representations before the Court to obtain the Judgment Approving the Transaction, the purpose of which is to approve the Transaction and the payment of the Claims Administrator's fees and costs provided for at paragraphs 32 and 33.
55. Class Counsel will make a written request to the Court asking to present the Application to Approve the Transaction on a date to be determined by the Court.
56. Group Members who so wish may raise an Objection before the Court at the Approval Hearing. In this regard, Group Members who wish to raise an Objection are required to inform Class Counsel and Counsel for the Settling Respondents in writing of the reasons for their Objection at least five (5) Days before the Hearing to Approve the Transaction, by communicating a document containing the following information:
- (a) The Court and Court docket number of the class action(s) concerned;
 - (b) The name and contact information of the Group Member who is raising an Objection;
 - (c) The name of the online platform that was used to effect the purchase;
 - (d) The Group Member's Account number and the email address that was used to purchase a Ticket, if applicable;
 - (e) For Eligible International Members, a solemn declaration that the Group Member purchased the Ticket while being physically located in Quebec;
 - (f) A brief description of the reasons for the Group Member's Objection;
 - (g) The Request for Exclusion must be conveyed before the expiry of the Exclusion Period to the addresses mentioned in paragraph 50 of the Transaction;

- (h) Group Members who wish to raise an Objection may use the Objection Form (Schedule "K" – *Formulaire d'objection* and Schedule "L" – *Objection Form*) to formulate their Objection, but are not bound to do so.
57. The Parties acknowledge that the Court may amend the wording and the terms for the dissemination and publication of the Notice of the Approval of the Transaction, which will not be grounds for nullity or termination of the Transaction, unless such amendments entail a substantive change to the terms and conditions of the Transaction.
58. The Notice of Approval of the Transaction will indicate, in particular, the following:
- (a) The fact that the Court has approved the Transaction;
 - (b) The nature of the Transaction, the method of execution approved and the procedure to be followed by Members to be eligible for reparation; and
 - (c) Anyone who thinks that they are entitled to the Credit as a result of the Transaction but did not receive the Notice of Approval of the Transaction (because they have since changed their email address) may send an email to Class Counsel (JZUKRAN@LPCLEX.COM) within six (6) months after the Notice of Approval of the Transaction is sent. In that email, they must provide their new email address and the previous email address that they used to purchase a Ticket from the respective Settling Respondent(s) which they believe is entitled to the Credit. This is the email address they used to purchase a Ticket during the relevant Class Period. Class Counsel will then contact the Settling Respondent, who must reply within 10 days, to verify whether said Class Member is entitled to a Credit and will then contact the Class Member within 10 days to confirm whether a Credit will be provided to them.
59. The Notice of Approval of the Transaction will be published and disseminated in the following manner:
- (a) within five (5) Days following the Effective Date, the Settling Respondents will send the Notice of Approval of the Transaction to all Eligible Members that are part of the Quebec Ticket Sub-Group to their last email address on file, in accordance with Schedule "C" or "C.1" (as appropriate) – *Avis d'Approbation de la Transaction* and Schedule "D" or "D.1" (as appropriate) – *Notice of Approval of the Transaction*;
 - (b) within five (5) Days following the Effective Date, the Claims Administrator will send the Notice of Approval of the Transaction to all Eligible Members that are part of the International Ticket Sub-Group as per the list described in paragraph 45(a), in accordance with Schedule "C" or "C.1" (as appropriate) – *Avis d'Approbation de la Transaction* and Schedule "D" or "D.1" (as appropriate) – *Notice of Approval of the Transaction*.
60. Group Members who have changed their email address since purchasing a Ticket (and who may have not receive the Notice of Approval of the Transaction) may benefit from the Credit even though their email address is unknown on the date of the judgment approving the Transaction, the Parties agreeing to the following:
- (a) such Group Members will not receive the Notice of Approval of the Transaction as their email address remains unknown;

- (b) some of these Group Members may have knowledge of the Transaction and will contact Class Counsel pursuant to paragraph 58(c) to identify themselves and request their Credit;
 - (c) Class Counsel shall diligently contact the respective Settling Respondents who will have ten (10) days to accept or deny the Credit, depending on whether the Group Member's name appears or not on the Detailed List;
 - (d) this process shall be in force during six (6) months running from the date of the Notice of Approval of the Transaction, and shall cease when this period expires.
61. Within five (5) Days following the Effective Date, the Plaintiff and Class Counsel may publish its press release and grant interviews announcing this judgment. The press release will substantially repeat, *mutatis mutandis*, the content of the draft press release and the Questions and Answers in Schedules "G", "H", "I" and "J" respectively and, unless agreed to the contrary, no further press releases will be published or interviews granted thereafter by the Plaintiff and Class Counsel in connection with the Transaction. The Plaintiff and Class Counsel undertake to give the Settling Respondents, in accordance with 96 of the Transaction, three (3) hours' notice in advance of the publication, dissemination or communication of these press releases. Notice must be given between 8:30 a.m. and 1:00 p.m. on a business day. The Parties will be allowed to give subsequent unsolicited interviews or to participate in media interventions, without obtaining the prior consent of the other Parties, as long as their comments are substantially the same as those contained in the draft press releases in Schedules "G", "H", "I" and "J" with the necessary adaptations.
62. The Notice of Hearing to Approve the Transaction and the Notice of Approval of the Transaction will be the only notices the Group Members will receive in regard to the Transaction, no notice will be published or disseminated to the Group Members further to the Closing Judgment (other than the reminder emails provided for at paragraphs 11, 17 and 18), the whole notwithstanding Article 591 of the *Code of Civil Procedure*.
63. Within five (5) Days following the Effective Date, the Settling Respondents will send to the Claims Administrator and to Class Counsel the Detailed List.
64. Should the Court refuse to grant the Application for Approval or refuse to approve the Transaction in whole or in part, the Transaction will be null and void and will not give rise to any right or obligation in favour of or against the Parties. However and for greater certainty, should the Court decide to approve the Transaction for certain of the Settling Respondents but not all of them, the Settling Respondents whose Transaction was approved will be bound by the Court's approval and the Transaction will not be null and void for them.

XI. FEES AND DISBURSEMENTS OF CLASS COUNSEL

65. In consideration for the Settling Respondents agreement to fully guarantee the value of the settlement for Eligible Quebec Members, Class Counsel has agreed to make no additional request for increased Class Counsel Fees for new Members since January 29, 2018 up until the practice change dates listed at paragraph 7 above and has agreed to waive Class Counsel fees in respect of Eligible International Members.
66. The Settling Respondents will pay Class Counsel Fees in the following amounts:

- (i) StubHub: CAD \$360,239.62 plus GST & QST;
 - (ii) Vivid Seats: CAD \$314,130.64 plus GST & QST;
 - (iii) Seatgeek Inc. (Uberseats): CAD \$9,722.38 plus GST & QST;
 - (iv) FanXchange Limited: CAD \$6,674.40 plus GST & QST;
 - (v) TicketNetwork, Inc.: CAD \$124,199.46 plus GST & QST;
67. Within thirty (30) Days of the signing of the present Transaction, the Settling Respondents will deposit the amounts listed above at paragraphs 33 and 66 in trust into a dedicated and separately identifiable interest-bearing instrument (such as a Guaranteed Investment Certificate - GIC) held by Norton Rose Fulbright Canada S.E.N.C.R.L., s.r.l. / LLP, at a recognized Canadian banking institution. Within five (5) business days of such deposit, Settling Respondents' Counsel will provide Class Counsel with notice of such deposits. Once the judgment on the Hearing to Approve Class Counsel Fees becomes final, Norton Rose Fulbright Canada S.E.N.C.R.L., s.r.l. / LLP will remit the amounts approved by the Court of the deposits listed in paragraph 66 above and the interest accumulated thereon to Class Counsel, who will remit the interest to the Plaintiff, if this is approved by the Court during the hearing of Settlement Approval or of Class Counsel Fees. If this is not approved by the Court, the interest will be retained by Class Counsel. The Parties agree not to appeal any decision on this issue. In the event this Transaction or the total amount of Class Counsel Fees is not approved by the Court, the deposited funds or the unapproved portion thereof and all interest thereon shall be returned no more than five (5) days later to the Settling Respondents.
68. Class Counsel Fees represent any and all claimable Class Counsel judicial fees and are inclusive of all extra-judicial fees, expert fees, costs and disbursements and are to be approved by the Court at the Hearing to Approve Class Counsel Fees. Settling Respondents shall pay Class Counsel Fees by cheque or wire transfer and Class Counsel will provide all necessary banking information to complete said wire transfer upon request.
69. Class Counsel will file its Application for Approval of Class Counsel Fees no earlier than sixty (60) days following the Claims Deadline, which is necessarily following receipt: (i) from the Claims Administrator of the total number and identities of Eligible International Members who have validly submitted a Claim and who are approved to receive a Credit; and (ii) confirmation from the Settling Respondents that said Credits were distributed to the Eligible International Members who were approved by the Claims Administrator to receive a Credit. At the Hearing to Approve Class Counsel Fees, the Settling Respondents will not make any representations, other than that they have agreed to pay the Class Counsel Fees pursuant to this Transaction.
70. In consideration of payment of the Class Counsel Fees, Class Counsel will not, directly or indirectly, claim from the Settling Respondents or the Group Members any other fees, costs or disbursements of any kind or based on any source, nor will Class Counsel participate or be involved, directly or indirectly, in any class action arising in whole or in part from any of the facts or causes of action alleged in the Class Action or the Documents.

XII. RENDERING OF ACCOUNT AND CLOSING JUDGMENT

71. As it concerns the Quebec Ticket Sub-Group, the Settling Respondents will render account of the implementation and execution of that portion of the Transaction within sixty (60) Days following the Reparation Date for International Events or payment of all Class Counsel Fees, whichever is later.
72. As it concerns the International Event Sub-Group, the Claims Administrator will render account of the implementation and execution of that portion of the Transaction within sixty (60) days following the Reparation Date for International Events or payment of all Class Counsel Fees, whichever is later.
73. In this regard, the Settling Respondents and the Claims Administrator will send and indicate the following information to the Court and Class Counsel, in the form of one or more affidavits of one or more representatives of the Settling Respondents and the Claims Administrator, attesting to the accuracy and truth of the facts set out therein:
 - (a) The fact that the Transaction has been duly implemented and executed on the Reparation Dates;
 - (b) The number of Eligible Quebec Members and Eligible International Members that received reparation at the Reparation Dates in accordance with the terms and conditions of the Transaction;
 - (c) The total amount of Credits representing reparation remitted to the Eligible Members on the Reparation Dates;
 - (d) The fact that the Notice of the Approval of the Transaction has been communicated to Eligible Members in accordance with the terms and conditions set out in paragraph 59 of the Transaction;
 - (e) The date of the remittance of the Class Counsel Fees in accordance with the terms and conditions set out in paragraphs 65 to 69 of the Transaction.
74. Within thirty (30) Days following the Reparation Date for International Events, the Claims Administrator will provide Counsel for the Settling Respondents and Class Counsel the rendering of account as contemplated in this section XII.
75. Within thirty (30) Days following: (1) the Reparation Dates; (2) payment of all Class Counsel Fees; or (3) payments to Charity pursuant to paragraphs 13 and 14, whichever is later, Counsel for the Settling Respondents will file with the Court an Application to obtain the Closing Judgment (the "**Application**") in order to secure approval of the proper implementation and execution of the Transaction, which Application will be supported by the affidavits mentioned in paragraph 73 above.
76. The said Application to obtain the Closing Judgment will be served on Class Counsel at least five (5) clear juridical days before it is presented before the Court.

XIII. RELEASE AND DISCHARGE AND CONSIDERATION OF THE PLAINTIFFS

77. On the date of the Closing Judgment, and following the performance of all of the Settling Respondents' obligations arising from the Transaction, Plaintiff, in his own name and on behalf of the Group Members who have not exercised the Right of Exclusion, and on behalf of their agents, mandataries, representatives, heirs, successors and assigns, if

any, under the Transaction gives a full, general, irrevocable and final release and discharge to the Settling Respondents and Counsel for the Respondents, affiliates, related entities, subsidiaries, and their respective mandataries, agents, representatives, partners, insurers, reinsurers, shareholders, employees, officers, directors, professionals, staff, successors and assigns, including but not limited to eBay International AG, eBay Canada Ltd, StubHub Canada Ltd, the Vivid Seats' Subsidiary's Clients, and Ticketnetwork-Third Party Marketers, for any past or current claim, suit or cause of action of any kind whatsoever, including experts' fees, disbursements judicial fees, solicitor-clients fees, and legal fees, that the Plaintiff and the Group Members had, have or may have, directly or indirectly, arising out of any of the facts or causes of action alleged in any of the proceedings relating to the Class Action, the supporting exhibits or the Documents. The Settling Respondents shall be deemed to have released and forever discharged the Plaintiff and Class Counsel, for all claims arising out of or relating to the institution, prosecution and resolution of the Class Action, except to enforce terms and conditions contained in this Transaction.

78. No provision of the Transaction will constitute or be deemed to constitute or be construed as constituting a waiver by the Settling Respondents of any right or defence against any claim, suit or cause of action of a Group Member who has exercised the Right of Exclusion or a waiver by the Settling Respondents of any right or defence in contesting the Class Action should the Transaction not be approved by the Court or otherwise become null and void owing to the application of any of the provisions of the Transaction.
79. No provision of the Transaction will constitute or be deemed to constitute or be construed as constituting a waiver by Plaintiff and the Group Members of any right, claim, suit or cause of action against the Settling Respondents should the Transaction not be approved by the Court or otherwise become null and void owing to the application of any of the provisions of the Transaction.
80. None of the obligations, of whatever kind, assumed by the Settling Respondents and Counsel for the Settling Respondents in executing the Transaction nor the consent of the Settling Respondents to the Transaction taking place or to the Court issuing the Judgement Authorizing the Class action, the Judgment Approving the Transaction or the Closing Judgment, shall constitute in any manner an admission of liability by the Settling Respondents.
81. Should the Court approve the Transaction and the Settling Respondents perform all their obligations arising under the Transaction, Plaintiff and Class Counsel agree not to institute, directly or indirectly, any suit, complaint, action or claim, arising from any of the facts or causes of action alleged in any of the proceedings relating to the Class Action, the supporting exhibits or the Documents.

XIV. TERMINATION

82. In the event that:
 - (a) the Court does not authorize the Class Action as a class proceeding for the purpose of settlement only;
 - (b) the Court declines to approve this Transaction or any material part hereof or approves this Transaction in a materially modified form;

- (c) the Judgment Approving the Transaction is appealed from;
- (d) the number of Members who exercise their Rights of Exclusion exceeds 50;
- (e) any orders approving this Transaction made by the Court do not become final orders;
- (f) a claim by a third party for recognition of a remaining balance is filed into the court record (other than the amount provided for a paragraph 37); or
- (g) a court recognizes the existence of a remaining balance (other than the amount provided for a paragraph 37);

this Transaction shall be terminated and, except as provided for in paragraph 83, it shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

83. If this Transaction is terminated:

- (a) no application to authorize the Class Action as a class proceeding on the basis of this Transaction shall proceed and the Parties shall return to their state prior to the execution of this Agreement;
- (b) any and all orders authorizing the Class Action on the basis of this Transaction shall be set aside and declared null and void and of no force or effect, and all Persons shall be estopped from asserting otherwise;
- (c) any prior authorization of the Class Action, including the definitions of the Group and the common issues alleged in the Class Action, shall be deemed null and of no effect and without prejudice to any position that any of the Parties may later take on any issue in these proceedings or any other litigation; and
- (d) within ten (10) Days of such termination having occurred, Class Counsel shall destroy all documents or other materials provided by the Settling Respondents or containing or reflecting information derived from such documents or other materials received from the Settling Respondents and, to the extent Class Counsel has disclosed any documents or information provided by the Settling Respondents to any other person, shall recover and destroy such documents or information. Class Counsel shall provide the Settling Respondents with a written confirmation of such destruction.

84. If this Transaction is terminated the provisions of Section II (Definitions) shall survive the termination and continue in full force and effect. The Definitions shall survive only for the limited purpose of the interpretation and implementation of Section 64 within the meaning of this Transaction, but for no other purposes. All other provisions of this Transaction and all other obligations pursuant to this Transaction shall cease to have effect immediately.

XV. SCHEDULES

85. The following Schedules form an integral part of the Transaction and are incorporated therein as if they were recited at length therein:

- (a) Schedule "A": Avis d'audience d'approbation de la Transaction;

- (b) Schedule "B": Notice of Hearing to Approve the Transaction;
- (c) Schedule "C" or "C.1" (as appropriate): Avis d'Approbation de la Transaction;
- (d) Schedule "D" or "D.1" (as appropriate): Notice of Approval of the Settlement;
- (e) Schedule "E": Formulaire de réclamation;
- (f) Schedule "F": Claims form;
- (g) Schedule "G": Communiqués de presse du Demandeur ou des Avocats du Demandeur;
- (h) Schedule "H": Press Releases of the Plaintiff or of Class Counsel;
- (i) Schedule "I": Questions et Réponses du Demandeur;
- (j) Schedule "J": Questions and Answers of the Plaintiff;
- (k) Schedule "K": Formulaire d'objection;
- (l) Schedule "L": Objection Form;
- (m) Schedule "M": Vivid Seats' Subsidiary's Clients – Confidential;
- (n) Schedule "N": Ticketnetwork-Third Party Marketers – Confidential.

XVI. FINAL PROVISIONS

- 86. The Transaction and the Schedules hereto constitute the full and entire Transaction between the Parties.
- 87. The Transaction and the Schedules hereto supersede all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements and agreements in principle in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Transaction, unless expressly incorporated herein.
- 88. The Transaction constitutes the full and final settlement of any dispute between the Parties and the Group Members concerning the Class Action and constitutes a transaction within the meaning of Articles 2631 and following of the *Civil Code of Québec*.
- 89. The Transaction will not be considered to constitute an admission or acknowledgment by any of the Parties of the validity of any right, claim or defence.
- 90. The purpose of the Transaction is to settle the Class Action and must be considered as an inseparable and indivisible whole, and each and every one of its provisions is intrinsically related to and dependent on the others.
- 91. The Court has exclusive jurisdiction regarding the implementation, execution, interpretation, management and application of the Transaction and its Schedules, and any litigation that may arise therefrom. The Transaction and its Schedules will be governed and construed in accordance with the laws in force in the Province of Quebec

and the Parties submit to the exclusive jurisdiction of the Superior Court of Quebec in this regard;

92. In the event of a discrepancy between the wording of the notices to Members and the Transaction, the wording of the Transaction will take precedence.
93. All costs associated with the implementation and execution of the Transaction that have not been specifically provided for by the Transaction, if any, will be borne by the party that has incurred them and their reimbursement may not be claimed from any other party.
94. To the extent that any provision or term of this Transaction provides for the consent, agreement or approval of the Plaintiff or Group Members, the Parties or Class Counsel, the Plaintiff acknowledges and agrees that Class Counsel is authorized to give such consent, agreement or approval and that the Plaintiff and Group Members will be bound by such consent, agreement or approval.
95. The Parties have expressly agreed that this Transaction and documents ancillary thereto be drafted in the English language. *Les Parties ont expressément convenu que la présente Transaction et les documents y afférents soient rédigés en langue anglaise.*
96. Any communication to a party with respect to the implementation and execution of the Transaction will be in writing, by mail, fax, messenger or email and will be addressed as follows:

To the attention of the Plaintiff, the Group or Class Counsel:

Mtre Joey Zukran
LPC Avocats
5800 blvd. Cavendish, Suite 411
Montréal, Quebec, H4W 2T5
Telephone: 514.379.1572 / Fax: 514.221.4441
Email: JZUKRAN@LPCLEX.COM

To the attention of StubHub and eBay and Counsel for StubHub and eBay:

eBay Inc.
c/o Litigation Department
2025 Hamilton Avenue
San Jose, CA 95125
USA

And

Mtre Eric Dunberry
Mtre François-David Paré
Norton Rose Fulbright Canada LLP
1 Place Ville-Marie
25th floor
Montreal, Quebec, H3B 1R1
Telephone: 514.847.4492 / Fax: 514.286.5474
Emails: eric.dunberry@nortonrosefulbright.com
francois-david.pare@nortonrosefulbright.com

To the attention of TicketNetwork and Counsel for TicketNetwork:

TicketNetwork, Inc.
c/o Legal Department
75 Gerber Road East
South Windsor, Connecticut, USA, 06074
Telephone: 860.644.4000
Email: legal@ticketnetwork.com

And

Mtre Fadi Amine
MILLER THOMSON SENCRL / LLP
1000 de la Gauchetière Street West
37th Floor
Montreal, Quebec, H3B 4W5
Telephone: 514.875.5210 / Fax: 514.875.4308
Email: famine@millerthomson.com

To the attention of Vivid Seats and FanXchange and Counsel for Vivid Seats and FanXchange:

Vivid Seats LLC,
c/o Ryan Fitts
111 N. Canal St.,
Suite 800,
Chicago, IL, 60606
USA

And

Mtre Pablo Guzman
Mtre Tania Da Silva
DLA PIPER (CANADA) S.E.N.C.R.L.
1501 McGill College Avenue
Suite 1400
Montreal, Quebec, H3A 3M8
Telephone : 514.392.8406 / Fax: 514.392.8376
Emails : pablo.guzman@dlapiper.com
tania.dasilva@dlapiper.com

To the attention of SeatGeek and Counsel for SeatGeek:

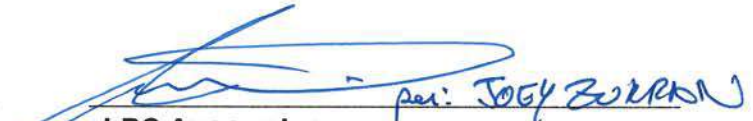
Mtre Yves Martineau
Mtre Jean-François Forget
STIKEMAN ELLIOTT S.E.N.C.R.L., S.R.L.
1155 Blvd. René-Lévesque West
41st Floor
Montreal, Quebec, H3B 3V2
Telephone: 514.397.3380 / Fax: 514.397.3580
Emails: ymartineau@stikeman.com
jfforget@stikeman.com

IN WITNESS WHEREOF, THE PLAINTIFF, STEVE ABIHSIRA AND STUBHUB INC., EBAY INC., VIVID SEATS LLC, TICKETNETWORK INC., SEATGEEK, INC. AND FANXCHANGE LIMITED (NOW OPERATING AS VIVID SEATS CANADA) AND THEIR RESPECTIVE COUNSEL HAVE SIGNED:

Signed this January 20, 2020, in Montreal



STEVE ABIHSIRA



LPC AVOCAT INC.
Class Counsel and Counsel for **Steve Abihisira**

Signed this _____, 2020

STUBHUB and EBAY

NORTON ROSE FULBRIGHT CANADA LLP
Counsel for **StubHub and eBay**

Signed this _____, 2020

VIVID SEATS LLC and FanXchange Limited

DLA PIPER (CANADA) LLP
Counsel for **Vivid Seats LLC and FanXchange Limited**

Signed this _____, 2020

TICKETNETWORK

MILLER THOMSON LLP
Counsel for **TicketNetwork**

Signed this _____, 2020

SEATGEEK (also doing business as UBERSEAT)

STIKEMAN ELLIOT LLP
Counsel for **SeatGeek**

IN WITNESS WHEREOF, THE PLAINTIFF, STEVE ABIHSIRA AND STUBHUB INC., EBAY INC., VIVID SEATS LLC, TICKETNETWORK INC., SEATGEEK, INC. AND FANXCHANGE LIMITED (NOW OPERATING AS VIVID SEATS CANADA) AND THEIR RESPECTIVE COUNSEL HAVE SIGNED:

Signed this January 20, 2020, in Montreal

STEVE ABIHSIRA

LPC AVOCAT INC.
Class Counsel and Counsel for Steve
Abihsira

Signed this _____, 2020



STUBHUB and ~~EBAY~~

NORTON ROSE FULBRIGHT CANADA LLP
Counsel for StubHub and eBay

Signed this 1/24/2020, 2020

VIVID SEATS LLC and FanXchange
Limited

DLA PIPER (CANADA) LLP
Counsel for Vivid Seats LLC and
FanXchange Limited

Signed this _____, 2020

TICKETNETWORK

MILLER THOMSON LLP
Counsel for TicketNetwork

Signed this _____, 2020

SEATGEEK (also doing business as
UBERSEAT)

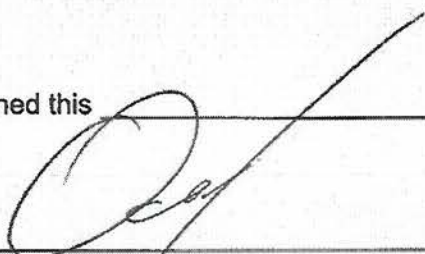
STIKEMAN ELLIOT LLP
Counsel for SeatGeek

IN WITNESS WHEREOF, THE PLAINTIFF, STEVE ABIHSIRA AND STUBHUB INC., EBAY INC., VIVID SEATS LLC, TICKETNETWORK INC., SEATGEEK, INC. AND FANXCHANGE LIMITED (NOW OPERATING AS VIVID SEATS CANADA) AND THEIR RESPECTIVE COUNSEL HAVE SIGNED:

Signed this January 20, 2020, in Montreal

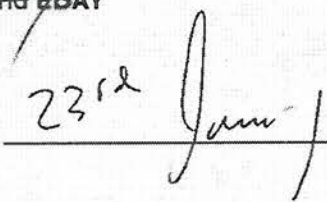
STEVE ABIHSIRA

Signed this _____, 2020



STUBHUB and EBAY

Signed this 23rd January, 2020



VIVID SEATS LLC and FanXchange Limited

Signed this _____, 2020

TICKETNETWORK

Signed this _____, 2020

SEATGEEK (also doing business as UBERSEAT)

LPC AVOCAT INC.
Class Counsel and Counsel for Steve Abihisira



NORTON ROSE FULBRIGHT CANADA LLP
Counsel for StubHub and eBay

DLA PIPER (CANADA) LLP
Counsel for Vivid Seats LLC and FanXchange Limited

MILLER THOMSON LLP
Counsel for TicketNetwork

STIKEMAN ELLIOT LLP
Counsel for SeatGeek

Signed this January 20, 2020, in Montreal

STEVE ABIHSIRA

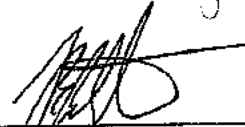
LPC AVOCAT INC.
Class Counsel and Counsel for **Steve Abihsira**

Signed this _____, 2020

STUBHUB and EBAY

NORTON ROSE FULBRIGHT CANADA LLP
Counsel for **StubHub and eBay**

Signed this 24th day of January, 2020



VIVID SEATS LLC and FanXchange Limited

DLA Piper (Canada) LLP
DLA PIPER (CANADA) LLP
Counsel for **Vivid Seats LLC and FanXchange Limited**

Signed this 24th day of January, 2020

TICKETNETWORK

MILLER THOMSON LLP
Counsel for **TicketNetwork**

Signed this _____, 2020

SEATGEEK (also doing business as UBERSEAT)

STIKEMAN ELLIOT LLP
Counsel for **SeatGeek**

IN WITNESS WHEREOF, THE PLAINTIFF, STEVE ABIHSIRA AND STUBHUB INC., EBAY INC., VIVID SEATS LLC, TICKETNETWORK INC., SEATGEEK, INC. AND FANXCHANGE LIMITED (NOW OPERATING AS VIVID SEATS CANADA) AND THEIR RESPECTIVE COUNSEL HAVE SIGNED:

Signed this January 20, 2020, in Montreal

STEVE ABIHSIRA

LPC AVOCAT INC.
Class Counsel and Counsel for **Steve Abihisira**

Signed this _____, 2020

STUBHUB and EBAY

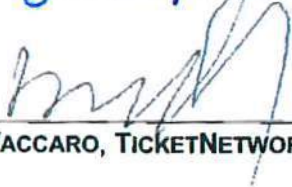
NORTON ROSE FULBRIGHT CANADA LLP
Counsel for **StubHub** and **eBay**

Signed this _____, 2020

VIVID SEATS LLC and FanXchange Limited

DLA PIPER (CANADA) LLP
Counsel for **Vivid Seats LLC** and **FanXchange Limited**

Signed this January 27, 2020



DONALD VACCARO, TICKETNETWORK

Hillier Thomson LLP.

MILLER THOMSON LLP
Counsel for **TicketNetwork**

Signed this _____, 2020

SEATGEEK (also doing business as UBERSEAT)

STIKEMAN ELLIOT LLP
Counsel for **SeatGeek**

IN WITNESS WHEREOF, THE PLAINTIFF, STEVE ABIHSIRA AND STUBHUB INC., EBAY INC., VIVID SEATS LLC, TICKETNETWORK INC., SEATGEEK, INC. AND FANXCHANGE LIMITED (NOW OPERATING AS VIVID SEATS CANADA) AND THEIR RESPECTIVE COUNSEL HAVE SIGNED:

Signed this January 20, 2020, in Montreal

STEVE ABIHSIRA

LPC AVOCAT INC.
Class Counsel and Counsel for **Steve Abihisira**

Signed this _____, 2020

STUBHUB and EBAY

NORTON ROSE FULBRIGHT CANADA LLP
Counsel for **StubHub** and **eBay**

Signed this _____, 2020

VIVID SEATS LLC and FanXchange Limited

DLA PIPER (CANADA) LLP
Counsel for **Vivid Seats LLC** and **FanXchange Limited**

Signed this _____, 2020

TICKETNETWORK

MILLER THOMSON LLP
Counsel for **TicketNetwork**

Signed this _____, 2020

Stikeman Elliott LLP

SEATGEEK (also doing business as UBERSEAT)

STIKEMAN ELLIOT LLP
Counsel for **SeatGeek**

Signed this January , 2020, in Montreal

STEVE ABIHSIRA

LPC AVOCAT INC.
Class Counsel and Counsel for **Steve Abihisira**

Signed this _____, 2020

STUBHUB and EBAY

NORTON ROSE FULBRIGHT CANADA LLP
Counsel for **StubHub and eBay**

Signed this _____, 2020

VIVID SEATS LLC and FanXchange Limited

DLA PIPER (CANADA) LLP
Counsel for **Vivid Seats LLC and FanXchange Limited**

Signed this _____, 2020

TICKETNETWORK

MILLER THOMSON LLP
Counsel for **TicketNetwork**

Signed this January 24, 2020

SEATGEEK (also doing business as UBERSEAT)

STIKEMAN ELLIOT LLP
Counsel for **SeatGeek**