

CONSOLIDATED SETTLEMENT AGREEMENT

[As amended on April 30, 2018 and June 7, 2019]

This Settlement Agreement and Release (“**Agreement**”) is entered into on December 15, 2017, by and between Steve Abihira, individually and as proposed representative of the Class Action as defined below (the “**Plaintiff**”), and Ticketmaster Canada Ltd., Ticketmaster Canada ULC, Ticketmaster Canada Holdings ULC, Ticketmaster LLC and TNOW Entertainment Group, Inc. (collectively, the “**Settling Defendants**”).

WHEREAS this Agreement shall be submitted to the Court for approval;

WHEREAS the Plaintiff commenced the following class action in Quebec on June 23, 2016 against the Settling Defendants by amending the procedures previously filed against other defendants: *Abihira v. StubHub, Inc. et al.*, Quebec Superior Court, File No. 500-06-000754-156 (Montreal) (the “**Class Action**”);

WHEREAS the Plaintiff further amended the proceedings on February 20, 2017 by the *3rd Re-Amended Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative* (the “**Application**”), seeking permission to institute the Class Action on behalf of the following class:

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 (the “Class Period”), while physically located in Quebec, has purchased from any of the Respondents 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;

WHEREAS the Plaintiff alleges in the Application that the Settling Defendants acted in violation of sections 224 and 236.1 of the *Consumer Protection Act*, C.Q.L.R., c. P-40.1 (the “**CPA**”) (the “**Claims**”);

WHEREAS the Settling Defendants do not conduct third party ticket resale transactions for events in Quebec and therefore, there are and have been no tickets offered for sale for events in Quebec on the secondary market during the proposed Class Period by the Settling Defendants;

WHEREAS the Settling Defendants had a policy of “all-in pricing” on most of their sites listing tickets for sale for events in Quebec during the proposed Class Period, including on all desktop sites before September 30, 2015 and on all desktop and mobile sites and platforms after May 24, 2017;

WHEREAS the Settling Defendants deny any wrongdoing or liability in relation to the Claims and the Class Action, and have raised and/or intended to raise numerous affirmative defences;

WHEREAS, as a result of preparation for an authorization hearing of the Class Action and through voluntary exchange of information on a without prejudice basis

in the course of the Mediation and related settlement discussions, the Plaintiff and the Settling Defendants (collectively, the “**Parties**”) are familiar with the factual and legal issues presented by their respective claims and defences;

WHEREAS based on an analysis of the Claims, taking into account the risks, burdens and expense of litigation, including the risk and uncertainty associated with the proposed authorization of the Class Action and protracted trials and appeals, as well as the fair, cost-effective and assured method of resolving the Claims provided for in this Agreement, the Plaintiff and Class Counsel have concluded that this Agreement provides substantial benefits to the Settlement Class Members and is fair, reasonable and in the best interests of the Settlement Class Members;

WHEREAS the Settling Defendants and Defence Counsel have similarly concluded that this Agreement is desirable in order to avoid the time, risks and expense of defending the Class Action and to resolve fully and finally the pending and potential claims raised by the Settlement Class Members;

WHEREAS this Agreement was entered into after extensive arm’s length discussions and negotiations between the Parties, as represented by Class Counsel and Defence Counsel, and assisted by an experienced mediator;

WHEREAS the Parties desire to compromise and settle all issues pertaining to the Claims, and to ensure that there are no further proceedings, actions or disputes with regard to the Claims and the Class Action, and intend that this Agreement be so construed;

WHEREAS the total value of the settlement provided under this Agreement is more than one million two-hundred thirty-three thousand (CA\$1,233,000), or nine dollars (\$9.00) per member, based upon the estimate of the Settling Defendants that there

are about 137,040 members of the Settlement Class, and this compares favourably with the average service fee of about \$7.60 per ticket estimated by the Settling Defendants;

WHEREAS the Parties agree that the settlement provided for under this Agreement (the “**Settlement**”) is a fair, reasonable and adequate resolution of the Claims;

WHEREAS the Parties desire and intend to seek the Court’s approval of the Settlement in the Class Action; and

WHEREAS the Fonds d’aide aux actions collectives has provided no assistance to the Plaintiff in connection with the Class Action, and therefore no reimbursement is required pursuant to section 30 of the *Act respecting the Fonds d’aide aux actions collectives*, C.Q.L.R., c. F-3.2.0.1.1.

NOW THEREFORE it is agreed that in consideration of the promises and mutual covenants set forth in this Agreement and the entry of final orders approving the terms and conditions of the Settlement in the Class Action, the Claims in the Class Action will be settled and compromised under the terms and conditions contained herein.

Definitions

1. In this Agreement, in addition to the terms that are defined elsewhere herein, the following terms have the meanings specified below. The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.

- (a) “**Approval Motion**” means the motion brought in the Class Action for approval of the Settlement, and ancillary relief, pursuant to paragraphs **6-8** of this Agreement;

- (b) **“Approval Order”** means the court order approving this Agreement and the Settlement herein;
- (c) **“Approved Legal Expenses”** means the total amount of Legal Expenses, if any, approved and awarded to Class Counsel by the Court;
- (c.1) **“Charity”** means one or more charitable organization(s) to be chosen by the Parties or, if the Parties cannot agree, by the Court.
- (d) **“Class”** means all consumers within the meaning of the CPA residing in Quebec at the time of purchase who between June 23rd, 2013 and May 24, 2017 purchased, for an event in the province of Quebec, while physically located in Quebec, at least one (1) Ticket with the use of a computer or mobile device through either the www.ticketmaster.ca website or using one of the Settling Defendants’ mobile applications, on the primary market;
- (e) **“Class Action Webpage”** means the www.lpclex.com/ticketmaster-settlement webpage that has been linked by Class Counsel on the firm’s website;
- (f) **“Class Counsel”** means LPC Avocat Inc.;
- (g) **“Class Member”** means a person who falls within the definition of the Class;
- (h) **“Class Period”** means June 23, 2013 to May 24, 2017;
- (i) **“Court”** means the Superior Court of Quebec;
- (j) **“Credit”** means a redeemable credit issued by the Settling Defendants to a Class Member pursuant to paragraph 21 and following of this Agreement;
- (k) **“Defence Counsel”** means Woods LLP and Torys Law Firm LLP;

- (l) “**Desktop Ticket**” means a Ticket purchased with the use of a computer by a Class Member through the www.ticketmaster.ca website for an event at one of the Quebec Venues, between September 30, 2015 and May 24, 2017;
- (m) “**Effective Date of the Settlement**” means the next business day after the day on which all appellate rights with respect to the last made Approval Order in the Class Action have expired (including a 30-day appeal period) or have been exhausted in such manner as to permit the consummation of the Settlement in accordance with the terms and conditions of the Agreement;
- (n) “**Expert Fees**” means the sum of CAD \$6,416.81 (six thousand four hundred sixteen Canadian dollars and eighty-one cents) plus sales taxes thereon, payable by the Settling Defendants in respect of expert fees incurred at the Mediation;
- (o) “**Fonds**” means the Fonds d’aide aux actions collectives constituted pursuant to the *Act respecting the Fonds d’aide aux actions collectives*, C.Q.L.R., c. F-3.2.0.1.1;
- (p) “**Fonds Levy**” means the amounts payable to the Fonds pursuant 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 applicable Quebec law;
- (q) “**Legal Expenses**” means an amount not exceeding CAD \$320,000 (three hundred twenty thousand Canadian Dollars) plus sales taxes thereon, payable by the Settling Defendants in respect of all fees, disbursements,

and taxes on disbursements or fees requested by Class Counsel, on their own behalf and on behalf of any and all other counsel, experts and/or consultants acting for or engaged by the Plaintiff in relation to the Class Action, but not including the Expert Fees and Mediation Fees;

- (r) **“Legal Expenses Application”** means the application to the Court by Class Counsel for Legal Expenses;
- (s) **“Mediation”** means the mediation process presided over by the Honourable André Forget on May 24 and 25, 2017 in which the Parties participated;
- (t) **“Mediation Fees”** means the sum of CAD \$980.16 (nine hundred eighty Canadian dollars and sixteen cents) including taxes, payable by the Settling Defendants in respect of the mediation fees incurred by Plaintiff for the Mediation;
- (u) **“Mobile Ticket”** means a Ticket purchased with the use of a mobile phone or other mobile device by a Class Member using a browser and the www.ticketmaster.ca website, or using one of the Settling Defendants’ mobile applications, for an event in the Province of Quebec, between June 23, 2013 and May 24, 2017;
- (v) **“Opt Out Form”** means the form attached as **Schedule B** to this Agreement, to be used by persons who fall within the definition of the Settlement Class but who do not wish to be bound by the terms of this Agreement;
- (w) **“Opt Out Period”** means a period of thirty (30) days from the date of the Pre-Approval Notice sent by email;

- (x) **“Pre-Approval Motion”** means the motion that will be brought in the Class Action to approve the form and means of Pre-Approval Notice, to obtain the Pre-Approval Order, and any other ancillary relief, pursuant to paragraphs **4 and 5** of this Agreement;
- (y) **“Pre-Approval Notice”** means the notice to the Settlement Class of the authorization for settlement purposes, of the date and time for the hearings for approval of the Settlement, and of related relief, to be disseminated in the manner described in paragraph **12** of this Agreement and in the form attached as **Schedule A**, or by such other means or in such other form as may be approved by the Court;
- (z) **“Pre-Approval Order”** means the order made by the Court in the Class Action authorizing the Class Action for settlement purposes only, appointing the Plaintiff as representative, appointing the Settlement Administrator, approving the form and means of Pre-Approval Notice, pursuant to this Agreement, and providing other ancillary relief pursuant to paragraphs **4 and 5** of this Agreement;
- (aa) **“Quebec Venue”** means the following venues in the Province of Quebec:
 - a) Le Reine Elizabeth;
 - b) Le Savoy;
 - c) Circuit Formule E;
 - d) Quartier Central;
 - e) Stade Saputo;
 - f) Quai des Artistes;
 - g) Bistro SAQ;

- h) Bell Centre;
 - i) Percival-Molson Stadium;
 - j) Metropolis;
 - k) Lion D'Or;
 - l) Casino du Lac-Leamy Theater;
 - m) L'Astral;
 - n) Hilton Lac-Leamy;
 - o) Usine C;
 - p) Chapelle Notre-Dame-de-Bonsecours;
 - q) Baie de Beauport;
 - r) Corona Theater;
 - s) Chez Chine;
 - t) CEGEP de l'Outaouais; and
 - u) Bell Place;
- (bb) **“Released Persons”** means the Settling Defendants and Live Nation Entertainment, Inc., and each of their past and present parents, subsidiaries, affiliates, related companies, divisions, associates, partners, divisions, insurers, shareholders, predecessors, successors, assigns, officers, directors, agents, managers, servants, employees, attorneys, advisors, consultants, representatives, mandataries, joint ventures, independent contractors, wholesalers, resellers, distributors, retailers, insurers, estate trustees, and each of their respective predecessors, successors, heirs and assigns;

- (cc) **“Releasing Persons”** means the Plaintiff, on behalf of himself and the Settlement Class Members, and each and every Settlement Class Member, as well as their respective spouses, heirs, executors, successors, representatives, agents, parents, mandataries, tutors, curators and assigns;
- (dd) **“Settlement Administrator”** means Collectiva Class Action Services Inc.;
- (ee) **“Settlement Class”** or **“Settlement Class Members”** means all Class Members who do not submit a valid request to opt out from the Class Action;
- (ff) **“Settling Parties”** means, collectively, the Released Persons, the Plaintiff and the Releasing Persons;
- (gg) **“Ticket”** means 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;
- (hh) **“TicketsNow”** means TNOW Entertainment Group, Inc.

2. This Agreement is for settlement purposes only, and is conditional upon the making of a final Approval Order by the Court. Neither the fact of, nor any provision contained in, this Agreement nor any action taken hereunder will constitute, or be construed as, an admission of the validity of any claim or any factual allegation that was or could have been made by the Plaintiff, the Class Members, or by the Settling Defendants in the Class Action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of the Settling Defendants.

3. This Agreement will not be offered or be admissible in evidence by or against any of the Settling Parties or cited or referred to in any action or proceeding other than for settlement purposes in the Class Action, except (1) in any action or proceeding brought by or against any of the Settling Parties to enforce or otherwise implement the

terms of this Agreement, or (2) in any action involving any of the Settlement Class Members to support a defence of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion, issue preclusion, or similar defence or counterclaim.

Pre-Approval Process

4. Following the execution of this Agreement, the Plaintiff will bring the Pre-Approval Motion seeking orders that:

- (a) authorize the Class Action for settlement purposes only;
- (b) appoint the Plaintiff as representative for the Class Action;
- (c) define the Class for the purposes of the Settlement;
- (d) establish how Class Members wishing to be excluded from the application of this Agreement may opt out from the Class Action;
- (e) approve the form and means by which Pre-Approval Notice will be disseminated, in accordance with this Agreement;
- (f) appoint the Settlement Administrator;
- (g) order the Settling Defendants to provide to the Settlement Administrator such personal information regarding the Settlement Class Members as is necessary to implement this Agreement; and
- (h) establish how Settlement Class Members may comment on or object to the Settlement.

5. Class Counsel will promptly provide Defence Counsel with copies of any comments or objections received in response to the Pre-Approval Notice.

Approval Process

6. The Plaintiff will present the Pre-Approval Motion on January 24, 2018, or so soon thereafter as the Court permits;

7. The Plaintiff will present the Approval Motion seeking orders that approve the Settlement and Legal Expenses in the Class Action on March 14, 2018, or so soon thereafter as the Court permits. The Approval Motion shall request authorization of the Class Action, for settlement purposes only, on the basis of the following collective issue: “During the Class Period, did Ticketmaster’s alleged practice violate paragraph c of section 224 of the *CPA*, and, if so, are Class Members entitled to compensation?” The Parties shall consent to the Approval Order on this basis.

8. If the Approval Motion is not granted in full or if it is reversed or modified on appeal, or if this Agreement is annulled, resolved, invalidated, resiliated or terminated for any reason, then this Agreement and all orders made pursuant to it will be null and void, with the exception of paragraphs **2, 3, 59 and 64**, will have no further force and effect with respect to the Settling Parties and will not be offered in evidence or used in any litigation for any purpose. In that event, the Settling Parties shall take all measures and make all representations necessary to ensure that each Settling Party is returned to the same procedural position in the Class Action as if the Agreement had not been negotiated, made or filed with the Court, including but not limited to bringing such motions as may be required to vacate any Approval Order already made or to annul the authorization of the Class Action (Settling Defendants reserving their right to contest authorization of the Class Action).

Delivery of Documents, Records or Information to Settlement Administrator

9. By the end of the third business day following the Pre-Approval Order, the Settling Defendants will provide to the Settlement Administrator a list of all Settlement

Class Members identified in their business records, and the most current contact information available for those persons, including the email and mailing addresses used for their most recent transaction.

10. If at any point in the settlement process the Settlement Administrator requires other documents, records or information from the Settling Defendants, the Settlement Administrator may make a request to the Settling Defendants, through Defence Counsel, seeking such information, with copy to Class Counsel. The Settling Defendants will then have twenty-five (25) days in which to provide the additional material to the Settlement Administrator or to provide a written explanation to the Settlement Administrator and to Class Counsel as to why such material is not available, cannot be reasonably provided or will not assist the Settlement Administrator in the fulfillment of its duties pursuant to this Agreement. If documents, records or information requested by the Settlement Administrator pursuant to this paragraph are not provided to the Settlement Administrator within twenty-five (25) days, the Settlement Administrator and/or Class Counsel may seek directions from the Court in respect of that request on reasonable notice to the Settling Defendants.

11. The obligations outlined in paragraphs **9 and 10** of this Agreement are of an ongoing nature, such that if the Settling Defendants become aware, during the implementation of this Agreement, of additional documents, records or information, including those relating to the identity of or contact information for Settlement Class Members, which are necessary to enable the Settlement Administrator to fulfill its duties pursuant to this Agreement, then the Settling Defendants will promptly disclose such additional documents, records or information to the Settlement Administrator and will give notice to Class Counsel of such additional disclosure. Class Counsel will then consider whether any additional steps are required and, if so, may seek directions from the Court on reasonable notice to the Settling Defendants.

Pre-Approval Notice

12. The Pre-Approval Notice will be disseminated within ten (10) days from the date when the Pre-Approval Order is made, in substantially the same form as attached as **Schedule A** to this Agreement, or in some other form as directed by the Court, as follows:

- (a) the Settlement Administrator will deliver a bilingual copy (French and English) of the Pre-Approval Notice to each Settlement Class Member by email, using the email address that each Settlement Class Member used for their most recent transaction;
- (b) the Settlement Administrator shall send a second e-mail notice to each Settlement Class Member within five (5) days of the first, and thereafter no further notice attempts shall be required;
- (c) Class Counsel will post the Settlement Agreement and the French and English versions of the Pre-Approval Notices, for a period of at least forty-five (45) days following Pre-Approval Order, on the Class Action Webpage;
- (d) Class Counsel will post the Settlement Agreement and the French and English versions of the Pre-Approval Notices on the class action registry of the Superior Court of Quebec and on the class registry of the Canadian Bar Association.

13. The Pre-Approval Notice will provide the URL (by hyperlink for Pre-Approval Notice delivered by email) for the Class Action Webpage where Class Members can obtain contact information for Class Counsel, as well as obtain the Pre-Approval Notice, Opt-Out Form and other information if they so choose.

14. The Settling Defendants will pay for the costs of translating the Pre-Approval Notice from English into French, and disseminating the Pre-Approval Notice under subparagraphs **12(a) and (b)** only.

15. Within thirty (30) days from the date of the Pre-Approval Order is made, the Settlement Administrator will provide written confirmation to the Parties that Pre-Approval Notice was disseminated in accordance with subparagraphs **12(a) and (b)** of this Agreement.

Opting Out

16. Persons who would otherwise be Settlement Class Members but who do not wish to participate in the Settlement or be bound by the terms of this Agreement may opt out of the Class.

17. In order to opt out of the Class, Class Members must submit a completed Opt Out Form to Class Counsel within the Opt Out Period.

18. Opt Out Forms will be available on the Class Action Webpage throughout the Opt Out Period.

19. During the Opt Out Period, Class Counsel will be at liberty to contact any Class Member who has delivered a completed Opt Out Form for the purposes of verifying that those Class Members understand the benefits available to them pursuant to the Settlement and that they exercised an informed decision as to whether to participate in the proceedings or not. Any Class Members who are contacted by Class Counsel in the manner described in this paragraph, and who provide instructions to Class Counsel during the Opt Out Period to disregard an Opt Out Form previously submitted, shall remain a Settlement Class Member.

20. At the end of the Opt Out Period, Class Counsel will forward to the Settlement Administrator and to Defence Counsel copies of all Opt Out Forms received, save and except for those which Class Counsel was instructed to disregard pursuant to paragraph 16 of this Agreement. If requested by the Court, Class Counsel shall provide a report to the Court regarding the Opt Out Forms received, including those which were rejected as invalid, and file copies of the Opt Out Forms with the Court.

Entitlement to Credits

21. Within sixty (60) days after the Effective Date of the Settlement, the Settling Defendants will issue, as an individual recovery to each Settlement Class Member with an active account (i.e. with a valid email address that did not return as unsend pursuant to sections 12a) and b)) with Ticketmaster who purchased a Mobile Ticket or a Desktop Ticket, a credit in the amount of CA \$7.00 to be used toward a future ticket purchase on www.ticketmaster.ca.

22. [...] The Credits will be added to those Settlement Class Members' online accounts with www.ticketmaster.ca in such a way as to be automatically available for use on the checkout page the next time the Settlement Class Member purchases tickets on www.ticketmaster.ca.

23. In order to arrive at a settlement and for these purposes only, the Settling Defendants make the following concession with respect to Settlement Class Members who purchased a Mobile Ticket or a Desktop Ticket to an event in the Province of Quebec: the Claims Administrator may presume, unless contrary information comes to their attention, that a Settlement Class Member who entered a billing address in the Province of Quebec at the moment they purchased the Mobile Ticket or Desktop Ticket is a consumer within the meaning of the CPA and was resident in the Province of Quebec and was physically located in the Province of Quebec when they purchased that Ticket.

24. Each Settlement Class Member is entitled to one (1) of the above listed Credits only. For greater certainty, each Settlement Class Member will receive one Credit only, no matter how many Tickets he or she purchased over the Class Period and no matter whether those Tickets were Mobile Tickets, Desktop Tickets or both.

25. The Credit shall entitle a Settlement Class Member to purchase, or obtain a discount on, any Ticket sold on the primary market through the www.ticketmaster.ca website, other than tickets to Major League Baseball games, subject to the following terms and conditions:

- a) the Credit may only be used in the thirty-six (36) months following the date it is first issued to the Settlement Class Member. After the expiration of the thirty-six (36) months, no Settlement Class Member may use any Credit and no Settlement Class Member has any entitlement to any new Credit;
- b) the Credit may only be used to make an online order through the www.ticketmaster.ca website;
- c) the Credit may only be used toward a future ticket purchase, and is not be used to purchase gift cards, gift certificates, or any product redeemable for cash;
- d) the Credit is non-transferable;
- e) the Credit cannot be aggregated with any other discount coupon or credit or redeemed for cash;
- f) the Credit may be used to purchase multiple Tickets but, in all instances, the full value of the Credit must be used up or exhausted in a single transaction;
- g) the Credit does not apply to taxes.

Claims Administration and Processing

26. Promptly after the Pre-Approval Order, the Settlement Administrator will carry out the settlement administration and processing obligations assigned to it under this Agreement.

27. Throughout the times when the Class Action Webpage must remain “live” pursuant to this Agreement, Class Counsel and the Settling Defendants will agree upon its content. The Parties agree that the Class Action Webpage shall be in the same format and similar to the current “Settlements” section and webpages currently on Class Counsel’s website (which include an image and summary of the terms of the settlement). In addition to any other information required in this Agreement, it must contain information explaining how persons who believe they are Settlement Class Members can communicate with Class Counsel in order to obtain or provide additional information or documents.

28. The Settling Defendants will pay entirely the costs of the administration of the Settlement by the Settlement Administrator and any other claims administration and notice fees.

Issuance of Credit

29. After the Effective Date of the Settlement, the Settling Defendants will begin issuing the Credits to Settlement Class Members in accordance with paragraphs **21** and following of the Agreement.

30. Settlement Class Members will be informed of the issuance of the Credit pursuant to paragraph **21** of the Agreement by email sent by the Settlement Administrator, the form and content of which shall be determined by Defence Counsel and approved by Class Counsel and the Settlement Administrator. A second e-mail will be sent to each

member within five (5) days of the first, and thereafter no further notice attempts shall be required.

31. The Settlement Administrator will send the Settlement Class Members the information under paragraph 30 of the Agreement to the email address that the Settlement Class Member used for their most recent transaction, and to any other email addresses that a member or putative member may provide.

[...]

32. [...]

Unused Credits

33. Ten (10), twenty-two (22) and thirty-four (34) months after the issuance date of the Credits, the Settling Defendants shall send a bilingual reminder email (French and English) to all Settlement Class Members who have not used their Credit, the form and content of which shall be determined by Defence Counsel and approved by Class Counsel.

34. The Settling Defendants may remove the Credits from the Settlement Class Members' online accounts no less than thirty-six (36) months after the issuance of the Credit, in conformity with subparagraph **25(a)** of this Agreement.

34A. The Settling Defendants agree to pay to the Charity, no more than ninety (90) days after removing any unused Credits from the active online accounts of Settlement Class Members to whom a Credit was issued pursuant to paragraph 21, an amount of money equivalent to the nominal value of those unused Credits (the "Balance") less the amount of the Fonds Levy payable from that Balance. For greater clarity, no amount will be payable under this paragraph with respect to the 21 846 Settlement Class

Members with inactive emails that bounced back as undeliverable when the Pre-Approval Notice was sent to them.

User Experience and Website Changes

35. The Parties acknowledge and agree that the Settling Defendants have made certain changes to the www.ticketmaster.ca website (desktop and mobile) and mobile applications, and the Plaintiff accepts those changes in full satisfaction of his allegations and claims with respect to the functionality of those websites in connection with the Claims advanced in the Class Action.

36. From the Effective Date of the Settlement, and for as long as sections 224 and 236.1 of the CPA remain in force as currently enacted, the Settling Defendants will not list Tickets for events in the Province of Quebec offered to consumers resident and located in Quebec, on either the primary or the secondary markets, unless those tickets are listed and sold in a manner that complies with those sections of the CPA.

37. The Parties acknowledge and agree that the Settling Defendants are free to make changes to their websites and mobile applications after the Effective Date of the Settlement; however, claims relating to changes to those websites or applications made after the Effective Date of the Settlement are not covered by the release provided in paragraph **50** of this Agreement.

Approved Legal Expenses

38. By Legal Expenses Application presented for adjudication at the same time as the Approval Motion, Class Counsel may seek approval of the Legal Expenses in the amount agreed upon of CAD \$320,000 (three hundred twenty thousand Canadian Dollars) plus sales taxes thereon.

39. Within ten (10) days of the approval of the Legal Expenses or of the Effective Date of the Settlement, whichever is later, the Settling Defendants will pay the Approved Legal Expenses to Class Counsel. The Settling Defendants shall not pay more than CAD \$320,000 (three hundred twenty thousand Canadian dollars) plus sales tax thereon on account of legal fees, costs or expenses of any kind attributable to the Plaintiff, Class Counsel or the Settlement Class Members in the Class Action, other than the fees provided for in this Agreement such as the Expert Fees and Mediation Fees.

40. The Settlement is in no way conditional upon the approval of Class Counsel's Legal Expenses Application. Any order or proceeding relating to Class Counsel's Legal Expenses Application, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Agreement.

41. The Settling Defendants will not contest the Legal Expenses application.

42. Each of the Parties and their counsel represent and warrant that they have made no agreement with or promise for Plaintiff, any Class Representative, or any other Class Member to receive any payments or value in respect of this case or this Settlement, other than to participate as a Class Member in the claims and distribution provisions of this Agreement.

Fonds Levy

43. The Parties agree that the Agreement 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-24.01.

44. 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.

45. [...] The Settling Defendants will pay the Fonds Levy pursuant to section 1(1°) of the Regulation respecting the percentage withheld by the Fonds d'aide aux action collectives, C.Q.L.R., c. F-3.2.0.1.1, r.2. to the Fonds from the Balance under paragraph 34A, before paying the remainder of the Balance to the Charity. The Fonds shall not be entitled to any other payment whatsoever under the terms of this Agreement. Should any other amounts be owed to the Fonds, this Agreement will become null and void and paragraph 8 of this Agreement will apply.

Release of Claims

46. Effective on the Effective Date of the Settlement, the Releasing Persons hereby fully and finally release, acquit, remise and forever discharge the Released Persons from any and all claims, demands, rights, actions, suits, debts, liabilities, dues, accounts, covenants, contracts, proceedings and/or causes of action of any kind whatsoever, whether direct or indirect, known or unknown, asserted or un-asserted, matured or un-matured, under or pursuant to any statute, regulation, common law or equity, that the Settlement Class Members ever had and now have against the Settling Defendants in relation to the purchase or sale of tickets in the primary or secondary market for events in the Province of Quebec (whether through the www.ticketmaster.ca website or the Settling Defendants' mobile application) or in relation to any issue, matter or dispute that was raised or could have been raised in the Claims and/or the Class Action with respect to events in the Province of Quebec.

Payment of Expert Fees and Mediation Fees

47. No later than ten (10) days after the Effective Date of the Settlement, the Settling Defendants will reimburse Class Counsel the Expert Fees and the Mediation Fees.

No Other Amounts to be Paid

48. The Settling Defendants are not obligated to pay any other amounts as part of the Settlement beyond those specified in this Agreement.

General

49. The Parties agree that they will not issue any press release, whether joint or individual, concerning this Agreement or anything related thereto. The Parties further agree that they will not otherwise seek to obtain media coverage in relation to the Settlement Agreement, other than the notices to members as provided herein and that Class Counsel and Defence Counsel will have the right to comment on the settlement, without disparaging the other Party, if solicited by the press.

50. No Class Counsel, or anyone employed by Class Counsel, may, directly or indirectly, participate in or be involved in, or in any way assist with respect to any action related in any way to this Class Action or to the Claims or allegations made in the Application, with regard to the Settling Defendants' activities in Quebec. Moreover, no Class Counsel or anyone employed by Class Counsel may divulge any information obtained in the course of the Class Action to anyone for any purpose. No Settlement Class Member will have any claim against the Plaintiff, Class Counsel, Defence Counsel or the Settlement Administrator based on the payments or other benefits made or provided substantially in accordance with this Agreement or with further Orders of the Court or any appellate court.

51. Nothing in this Agreement shall limit the ability of Class Counsel to provide notice of this Settlement or otherwise communicate with Settlement Class Members concerning their entitlements under the Settlement, either by email or by telephone, and such communications shall not lose their privilege unless otherwise ordered by any Court and any such claims are hereby released.

52. Each counsel or other person executing this Settlement Agreement or any of its Appendices on behalf of any Party hereby warrants that such person has the full authority to do so.

53. This Agreement and its Schedules will constitute the entire agreement of the Settling Parties and will not be subject to any change, modification, amendment, or addition without the express written consent of counsel on behalf of all Parties to the Agreement. This Agreement supersedes and replaces all prior negotiations and proposed agreements, written or oral.

54. Class Counsel, on behalf of the Settlement Class Members, are expressly authorized by the Plaintiff to take all appropriate action required or permitted to be taken by the Class pursuant to the Agreement to effect its terms, and are expressly authorized to enter into any modifications or amendments to the Agreement on behalf of the Settlement Class Members which Class Counsel deems appropriate.

55. The Parties acknowledge that it is their intent to consummate the Agreement, and they agree to co-operate to the extent reasonably necessary to effect and implement all terms and conditions of the Agreement, including but not limited to providing the Settlement Administrator with all necessary information or information that will substantially facilitate the discharge of its responsibilities.

56. The Parties intend the Agreement to be a final and complete resolution of all disputes between them with respect to the claims and the litigation pertaining to the

Class Action. The Agreement shall not be deemed an admission by any Party as to the merits of any claim or defence.

57. The Parties agree that the consideration provided to the Class Members and the other terms of the Agreement were negotiated at arm's length and in good faith, and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

58. Neither the Agreement, nor any fact performed or document executed pursuant to or in furtherance of the Agreement, is or may be deemed to be or may be used as an admission or, or evidence of, the validity of any released Claims, or of any wrongdoing or liability whatsoever of any of the Settling Defendants; or is or may be deemed to be or may be used as an admission of, or evidence of, any fault, omission, wrongdoing or liability of any of the Settling Defendants in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal.

59. The Settling Defendants have denied vigorously, and continue to deny, each and every allegation of liability and wrongdoing, and assert that they have substantial factual and legal defences to all the claims alleged and that such claims are without merit. Nevertheless, the Settling Defendants have concluded that further conduct of this litigation would be protracted and expensive, and that it is desirable that it be fully and finally settled in the manner and upon the terms and conditions set out in the Agreement. Without admitting any wrongdoing or liability whatsoever, the Settling Defendants accept the terms of the Agreement provided that all issues relating to the subject matter of the litigation are hereby completely resolved.

60. All agreements made and orders entered during the course of the litigation relating to the confidentiality of information shall survive this Agreement.

61. All of the Schedules and definitions to this Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

62. Unless otherwise ordered by the Court, the Parties may jointly agree to reasonable extensions of time to carry out any of the provisions of this Agreement.

63. The captions contained in this Agreement are inserted only as a matter of convenience and in no way define, extend or describe the scope of the Agreement or the intent of any provision thereof.

64. Except as otherwise provided herein, the Parties shall bear their own respective costs.

65. This Agreement will be binding upon and inure to the benefit of the Settling Parties and, to the extent applicable, their respective past, present and future parents, subsidiaries, affiliates, related companies, divisions, associates, partners, divisions, insurers, shareholders, predecessors, successors, assigns, officers, directors, agents, managers, servants, employees, attorneys, advisors, consultants, representatives, mandataries, joint ventures, independent contractors, wholesalers, resellers, distributors, retailers, insurers, estate trustees, and each of their respective predecessors, successors, heirs and assigns.

66. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Agreement and the Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Agreement.

67. Nothing contained in this Agreement shall be construed as giving any consumer other than the Settling Parties any legal or equitable right, remedy or claim under or with respect to the Agreement.

68. None of the Parties shall make or maintain any claim, action or proceeding (including by way of counterclaim, third party claim or claim in warranty), in any jurisdiction, against any person, corporation, other entity, government or government agency in which any claim with respect to the purchase or sale of tickets in the primary market for events in Quebec (through the www.ticketmaster.ca website or mobile applications), including all claims that were or could have been advanced in the Class Action, could arise against any other Party hereto (including, without limitation and where applicable, the past, present and future parents, subsidiaries, affiliates, related companies, divisions, associates, partners, divisions, insurers, shareholders, predecessors, successors, assigns, officers, directors, agents, managers, servants, employees, attorneys, advisors, consultants, representatives, mandataries, joint ventures, independent contractors, wholesalers, resellers, distributors, retailers, insurers, estate trustees, and each of their respective predecessors, successors, heirs and assigns, of any Settling Party) for contribution or indemnity or any other relief over. Should any such claim nevertheless be made or maintained, the Party doing so shall indemnify the other Party for all costs, damages and fees of any kind whatsoever arising therefrom.

69. In the event that any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision if the Parties mutually elect to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

70. Any disputes or controversies arising with respect to the interpretation, enforcement, or implementation of this Agreement must be made by motion to the Court on reasonable notice.

71. The Parties hereby agree to stay the proceedings in the Class Action against the Settling Defendants while the settlement approval process is ongoing.

72. The stay of proceedings pursuant to paragraph 71 of this Agreement will not prevent the filing of any motions, affidavits, and other matters necessary to the approval of this Agreement.

73. The computation of time with respect to all time periods and deadlines provided for under this Agreement shall be done in accordance with article 83 of the *Code of Civil Procedure*, C.Q.L.R. c. C-24.01.

74. The Parties each acknowledge that they have had an adequate opportunity to read and consider this Agreement, and to obtain such advice in regard to this Agreement as they each considered advisable.

75. This Agreement may be executed in counterparts by the Parties hereto, and each such counterpart shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. The Parties agree that this may include counterparts exchanged via facsimile or email.

76. This Agreement and the Schedules hereto shall be construed and enforced in accordance with, and governed by, the laws of Quebec.

77. The Parties have negotiated and fully reviewed the terms of this Agreement, and the rule that uncertainty or ambiguity is to be construed against the drafter will not apply to the construction of this Agreement by a court of law or any other adjudicating body. The language in all parts of the Agreement and its Schedules shall be interpreted according to its fair meaning.

78. The Agreement constitutes a transaction pursuant to Articles 2631 and following of the *Civil Code of Quebec*, C.Q.L.R. c. CCQ-1991, and the Settling Parties are hereby renouncing to any errors of fact, law and/or calculation.

79. The Parties acknowledge that they have requested that the Agreement be drawn in English. *Les parties reconnaissent avoir exigé que la présente transaction soit rédigée en anglais.*

80. Whenever, under the terms of this Agreement, a person is required to provide notice or otherwise communicate with the Settlement Administrator, Class Counsel, or Defence Counsel, such notice or communication will be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other Parties in writing:

As to Class Counsel:

Joey Zukran
LPC Avocat Inc.
5800 Cavendish Boulevard, Suite 411
Côte-St-Luc (Quebec) H4W 2T5
Telephone: 514-379-1572
Fax: 514-221-4441
Email: JZUKRAN@LPCLEX.COM

As to the Settlement Administrator:

Collectiva Class Action Services Inc.
533 Ontario Street East, Suite 206
Montreal, Quebec H2L 1N8
Telephone: 514-287-1000
Fax: 514-287-1617
Email: info@collectiva.ca

As to Defence Counsel:

Marie-Louise Delisle
Woods LLP
2000 McGill College Avenue, Suite 1700
Montreal (Quebec) H3A 3H3
Telephone: 514-982-4545
Fax: 514-284-2046
Email: mdelisle@woods.qc.ca

and

Christopher Richter
Torys Law Firm LLP
1, Place Ville-Marie, Suite 2880
Montreal (Quebec) H3B 4R4
Telephone : 514-868-5606
Email: crichter@torys.com

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as follows:

In _____ On: _____

(signed)

LPC Avocat Inc., Class Counsel
Per: Joey Zukran

(signed)

Steve Abihisra, Petitioner

In _____ On: _____

TICKETMASTER CANADA LTD.
Per:

(signed)

Authorized Signatory

In _____ On: _____

TICKETMASTER CANADA HOLDINGS
ULC
Per:

(signed)

Authorized Signatory

In _____ On: _____

TICKETMASTER CANADA ULC
Per:

(signed)

Authorized Signatory

In _____ On: _____

TICKETMASTER LLC
Per:

(signed)

Authorized Signatory

In _____ On: _____

TNOW ENTERTAINMENT GROUP, INC.
Per:

(signed)

Authorized Signatory