

CANADA

SUPERIOR COURT
(Class Action)

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

STEVE ABIHSIRA

NO : 500-06-000754-156

Plaintiff

-vs-

VIAGOGO AG

Defendant

TRANSACTION AGREEMENT

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., Ubdersseat, Ticketmaster Canada Ltd., Ticketmaster Canada ULC, Ticketmaster Canada Holdings ULC, Ticketmaster LLC, TNOW Entertainment Group Inc. and viagogo AG 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 viagogo AG was added as a non-solidarily liable defendant by way of amendment on June 23, 2016;

WHEREAS on January 22, 2020, the Superior Court of Quebec authorized the class action against viagogo AG on behalf of the following class:

“Every consumer, pursuant to the terms of Québec’s *Consumer Protection Act* (“CPA”), residing in Québec at the time of purchase, who since June 23rd, 2013 (the “Class Period”), while physically located in Québec, has purchased from viagogo’s desktop website or mobile application at least one “Ticket” (as defined in s.(1d.1) CPA as meaning any document or instrument that, on presentation, grants the ticket holder admission 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 viagogo AG on its website and/or mobile application (at the first step), excluding the Québec sales tax or the Goods and Services Tax;

WHEREAS according to viagogo AG's records there are 388 Class Members that are included in the class authorized by the Superior Court of Quebec;

WHEREAS viagogo AG denies any wrongdoing of any kind and all liability including any liability for monetary compensation or reparation in kind to the Class Members covered by the Class Action and is prepared to vigorously defend against the merits of the Class Action, including any of the sought injunctive relief;

WHEREAS Plaintiff, representing all Class Members, and viagogo AG 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, as well as proportionality;

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

IN CONSIDERATION OF THE FOREGOING, STEVE ABIHSIRA AND VIAGOGO AG 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;

"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 29 to 31 of the Transaction is to be granted;

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

"Class Member(s)" means any individual included in the class authorized by the Superior Court of Quebec in the authorization judgment of January 22, 2020, 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*;

"Class Period" means the period from June 23rd, 2013 until January 22, 2020;

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

“**Counsel for viagogo AG**” means IMK s.e.n.c.r.l./LLP;

“**Court**” means the Superior Court of Quebec sitting in the District of Montreal;

“**Days**” means calendar days;

“**Defendant**” means viagogo AG;

“**Detailed List**” means a list prepared by viagogo AG of all Class Members that includes the name and contact information of said Class Members, including their addresses, email addresses and telephone numbers, if available;

“**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 viagogo AG 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;

“**Exclusion Period**” means a period of thirty (30) Days following publication of the Notice of Approval Hearing authorized by the Court, during which time the Class Members who so desire may exclude themselves from the Class 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 VIII.26 of the Transaction;

“**Fonds d’aide**” means the Fonds d’aide aux actions collective created pursuant to the *Act respecting the Fonds d’aide aux actions collectives* (CQLR c F-3.2.0.1.1);

“**Judgment Approving the Transaction**” means the Court judgment approving the Transaction;

“**Notice of Approval Hearing**” means the notice described in paragraph VII.21 notifying the Class Members of the hearing to approve the transaction (Schedules “A” and “B” hereto);

“**Notice of the Approval of the Transaction**” means the notice described in paragraph 33 of the Transaction informing the Class Members that the Transaction has been approved by the Court (Schedules “C” and “D” hereto);

“Notice Program” or “Notice Programs” means the plans approved by the Court for disseminating the Notice of Approval Hearing and the Notice of the Approval of the Transaction;

“Objection” means an objection by a Class 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 31 of the Transaction;

“Objection Form” means the form made available to Members who wish to object to the Transaction (Schedules “E” and “F” hereto);

“Parties to the Transaction” or “Parties” means Plaintiff, as defined below, and viagogo AG;

“Plaintiff” means Steve Abihisira;

“Right of Exclusion” means the right of a Class Member to exclude himself or herself from the Transaction in accordance with the terms and conditions set out in paragraphs 25 to 27 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 53 together with any other document that the Parties may attach hereto with the Court’s approval;

“Service Fees” means a charge imposed by viagogo AG to the purchaser of a Ticket for the use of their online marketplace, including websites and mobile applications and associated services;

“Ticket” has the meaning defined in section 1d.1 of the *Consumer Protection Act*, c. P-40.1 (“**CPA**”) as meaning any document or instrument that, on presentation, grants the ticket holder admission to a show, sporting event, cultural event, exhibition or any other kind of entertainment;

“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;

III. SCOPE AND EXTENT OF THE TRANSACTION

1. The preamble forms an integral part of the Transaction.
2. Through the Transaction, Plaintiff and viagogo AG wish to settle among themselves and on behalf of the Class 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 23 and 39 to 41 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 Class 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 viagogo AG 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 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 viagogo AG, 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 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. Viagogo AG has 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").
7. Viagogo AG implemented this business practice change on September 1, 2019.

V. REPARATION OF CLASS MEMBERS

8. Each Class Member will receive a single lumpsum cash payment in the amount of CAD \$50.00.
9. Viagogo AG will transfer the amount of CAD \$19,400 (388 Class Members x \$50.00 each) to Class Counsel or to its agent, who, acting as claims administrator for the purposes of this Transaction, will send interac e-transfers to each Class Member to their email addresses as they appear on the Detailed List provided confidentially by viagogo AG to Class Counsel, within ten (10) days of the Judgement Approving the Transaction becoming final.

10. In order to receive the CAD \$50.00 interac e-transfer payment, Class Members must have a valid and active bank account at a financial institution in Canada. A Class Member who does not have such a bank account must contact Class Counsel, within thirty (30) days after receiving the Notice of the Approval of the Transaction, who will then issue the payment by cheque via regular mail.
11. The parties agree that this Transaction provides for collective recovery and that any remaining balance under paragraph 9 shall be paid to the Fonds d'aide levy pursuant to the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives* (chapter F-3.2.0.1.1, r. 2). Any balance remaining thereafter shall be paid to a charity to be agreed upon by the Parties and approved by the Court. The Fonds d'aide shall not be entitled to any other payment whatsoever under the terms of this Transaction.

B. ADMINISTRATION

12. Class Counsel or the agent it designates shall maintain records of all payments made to Class Members.
13. Class Counsel shall have the right to contact Class Members, only if needed, for the purpose of processing their payments only.
14. Class Counsel will maintain an English and French website containing documents relevant to this Transaction, including but not limited to the Notice Approving the Transaction, in both English and French; copies of the orders of the Court pertaining to the Transaction; a copy of this Transaction; a telephone number and addresses to contact Class Counsel by e-mail and mail. The cost of creating and maintaining this website will be paid by Class Counsel.
15. The administration costs associated to issuing the payments to Class Members shall be borne by Class Counsel and are contemplated in the total amount being paid as Class Counsel Fees as provided for at paragraph 39.

VI. NO REMAINING BALANCE AFTER IMPLEMENTATION

16. 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.
17. After the Transaction has been implemented and executed, there shall be no surplus amount remaining for remittance, reparation or compensation to any Class Members or any private or public third party and there shall be no benefit to Class Members or Class Counsel other than in accordance with the Transaction and what is expressly provided for at paragraph 11.

VII. PROCEDURE FOR PRE-APPROVAL OF THE TRANSACTION

18. Class Counsel will file with the Court an Application for Approval of the Notice of Approval Hearing intended for Class Members.

19. At the hearing of the Application for Approval of the Notice of Approval Hearing, Class Counsel and Counsel for viagogo AG will make joint representations to the Court with a view to obtaining a judgment authorizing publication of the Notice of Approval Hearing.
20. The Parties acknowledge that the Court may amend the wording and the terms for the dissemination and publication of the 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.
21. The Notice of Approval Hearing will indicate, in particular, the following:
 - (a) The existence and authorization of the Class Action and the definition of the Class;
 - (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 Approval Hearing;
 - (c) The nature of the Transaction, the method of execution chosen and the procedure to be followed by Class Members to be eligible for reparation;
 - (d) The right of the Class 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 Approval Hearing and the Notice of the Approval of the Transaction will be the only notices that the Class Members will receive in regard to the Transaction;
22. The Notice of Approval Hearing will be published and disseminated in the following manner:
 - (a) within fifteen (15) Days following the judgment approving the Notice of Approval Hearing, viagogo AG will send the Notice of Approval Hearing to all Class Member via email, to their last email address on file;
 - (b) within seven (7) Days following the judgment approving the Notice of Approval Hearing, Class Counsel will post an electronic version of the Transaction and Schedules "A", "B", "E" and "F" on its bilingual website (<https://lpclex.com/viagogo/>) in accordance with the conditions of the Transaction, the whole at the expense of Class Counsel;
23. Should the Court refuse to grant the Application for Approval of the Notice of Approval Hearing or refuse to authorize the publication of the Notice of Approval Hearing unless substantive changes to the terms and conditions of the Transaction are made or changes to the 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.

VIII. EXCLUSION FROM THE TRANSACTION

24. Class Members have the right to exclude themselves from the Transaction.
25. Exercise of the Right of Exclusion by a Class Member entails the loss of the right to benefit from the Transaction and the loss of the status of Class Member.
26. A Class Member wishing to exercise his or her Right of Exclusion must, before the expiry of the Exclusion Period, send, by mail (ideally registered or certified for proof of reception) addressed to the clerk of the Superior Court of Quebec, a written Request for Exclusion duly signed by the Class Member containing the following information:
 - (a) The Court and Court docket number of the Class Action (500-06-000754-156);
 - (b) The name and contact information of the Class Member who is exercising his or her Right of Exclusion;
 - (c) The email address that was used to purchase a Ticket;
 - (d) A declaration that the Class Member is a consumer who purchased the Ticket while being physically located in Quebec;
 - (e) The Request for Exclusion must be conveyed before the expiry of the Exclusion Period to the following address:

Grefe 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. Viagogo AG Class Action – 500-06-000754-156

With a copy to Class Counsel by mail or email:

LPC Avocats
MTRE JOEY ZUKRAN
276, rue Saint-Jacques, Suite 801
Montreal, Quebec, H2Y 1N3
jzukran@lpclex.com

27. Class 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.

IX. PROCEDURE FOR APPROVAL OF THE TRANSACTION

28. After publication of the 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 Approval Hearing.
29. 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.
30. At the Approval Hearing, Class Counsel and Counsel for viagogo AG will make joint representations before the Court to obtain the Judgment Approving the Transaction, the purpose of which is to approve the Transaction.
31. Class Members who so wish may raise an Objection before the Court at the Approval Hearing. In this regard, Class Members who wish to raise an Objection are required to inform Class Counsel and Counsel for viagogo AG in writing of the reasons for their Objection at least five (5) Days before the Approval Hearing, by communicating a document containing the following information:
- (a) The Court and Court docket number of the class action (500-06-000754-156);
 - (b) The name and contact information of the Class Member who is raising an Objection;
 - (c) The email address that was used to purchase a Ticket;
 - (d) A declaration that the Class Member is a consumer who purchased the Ticket while being physically located in Quebec;
 - (e) A brief description of the reasons for the Group Member's Objection;
 - (f) The Request for Exclusion must be conveyed before the expiry of the Exclusion Period to the addresses mentioned in paragraph 26e) of the Transaction;
 - (g) Class Members who wish to raise an Objection may use the Objection Form (Schedule "E" – *Formulaire d'objection* and Schedule "F" – *Objection Form*) to formulate their Objection, but are not bound to do so.
32. 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.

33. 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 reparation 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 two (2) 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 viagogo AG which they believe is entitled to the reparation. This is the email address they used to purchase a Ticket during the Class Period. Class Counsel will then contact Counsel for viagogo AG, who must reply within ten (10) days, to verify whether said Class Member is entitled to the reparation and will then contact the Class Member within ten (10) days to confirm whether the reparation will be sent to them.
34. The Notice of Approval of the Transaction will be published and disseminated in the following manner:
 - (a) within ten (10) Days following the Judgment Approving the Transaction, viagogo AG will send the Notice of Approval of the Transaction to all Class Members to their last email address on file, in accordance with Schedule "C" – *Avis d'Approbation de la Transaction* and Schedule "D" – *Notice of Approval of the Transaction*;
 - (b) within five (5) Days following the judgment approving the Notice of Approval Hearing, Class Counsel will post an electronic version of the Transaction and Schedules "C" and "D" on its bilingual website (<https://lpclex.com/viagogo/>) in accordance with the conditions of the Transaction, the whole at the expense of Class Counsel;
35. Class 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 reparation even though their email address is unknown on the date of the judgment approving the Transaction, the Parties agreeing to the following:
 - (a) such Class Members will not receive the Notice of Approval of the Transaction as their email address remains unknown;

- (b) some of these Class Members may have knowledge of the Transaction and will contact Class Counsel pursuant to paragraph 33(c) to identify themselves and request their reparation;
 - (c) Class Counsel shall diligently contact Counsel for viagogo AG who will have ten (10) days to confirm whether the Class Member's name appears or not on the Detailed List;
 - (d) this process shall be in force during two (2) months running from the date of the Notice of Approval of the Transaction, and shall cease when this period expires.
36. The Notice of Approval Hearing and the Notice of Approval of the Transaction will be the only notices the Class Members will receive in regard to the Transaction, no notice will be published or disseminated to the Class Members further to the Closing Judgment, the whole notwithstanding Article 591 of the *Code of Civil Procedure*.
37. Within fifteen (15) Days following the Effective Date, viagogo AG will send the Detailed List to Class Counsel and, if applicable, to its agent for the purposes of processing the interac e-transfer payments and cheques destined for the Class Members.
38. Should the Court refuse to grant the Application for Approval of the Transaction 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.
- X. FEES, ADMINISTRATION COSTS AND DISBURSEMENTS OF CLASS COUNSEL**
39. Subject to Court approval, viagogo AG agrees to pay a "lumpsum payment" to Class Counsel in the amount of CAD \$25,000 plus GST & QST as a full and final payment towards any and all claimable Class Counsel judicial and extra-judicial fees, fees for translation of certain Documents in order to serve viagogo AG in Switzerland pursuant to the *Hague Convention (1965) on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters*, expert fees, costs and disbursements. This lumpsum payment also includes any amounts that Class Counsel may pay to its agent to distribute the reparation to Class Members (including banking fees to send interac e-transfers or postage fees to issue cheques), to the exoneration of viagogo AG.
40. Viagogo AG shall pay the lumpsum payment to Class Counsel within ten (10) Days of the Judgment Approving the Transaction becoming final.
41. In consideration of the lumpsum payment to Class Counsel, Class Counsel will not, directly or indirectly, claim from viagogo AG or the Class Members any other fees, costs or disbursements of any kind or based on any source.

XI. RENDERING OF ACCOUNT AND CLOSING JUDGMENT

42. Class Counsel will render account of the implementation and execution the Transaction within eight (8) months following the Judgement Approving the Transaction becoming final.
43. In this regard, Class Counsel will send and indicate the following information to the Court and viagogo AG, in an appropriate form, attesting to the accuracy and truth of the facts set out therein:
- (a) The fact that the Transaction has been duly implemented and executed;
 - (b) The number of Class Members that received reparation in accordance with the terms and conditions of the Transaction;
 - (c) The balance remaining from the collective recovery, if any.
 - (d) The fact that the Notice of the Approval of the Transaction has been communicated to Class Members in accordance with the terms and conditions set out in paragraph 34 of the Transaction;
 - (e) The date of the remittance of the lumpsum payment to Class Counsel in accordance with the terms and conditions set out in paragraphs 39 to 41 of the Transaction.
44. Within thirty (30) Days following: (1) the rendering of account by Class Counsel; or, if applicable (2) payments to the Fonds d'aide and to a charity pursuant to paragraph 11, whichever is later, Counsel for viagogo AG will file with the Court an Application to obtain the Closing Judgment in order to secure approval of the proper implementation and execution of the Transaction;
45. The said Application to obtain the Closing Judgment will be served on Class Counsel and the Fonds d'aide at least five (5) Days before it is presented before the Court.

XII. RELEASE AND DISCHARGE AND CONSIDERATION OF THE PLAINTIFF

46. On the date of the Closing Judgment, and following the performance of all of viagogo AG's obligations arising from the Transaction, Plaintiff, in his own name and on behalf of the Class 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 viagogo AG and Counsel viagogo AG, affiliates, related entities, subsidiaries, and their respective mandataries, agents, representatives, partners, insurers, reinsurers, shareholders, employees, officers, directors, professionals, staff, successors and assigns, 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 Class 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. Viagogo AG 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.

47. No provision of the Transaction will constitute or be deemed to constitute or be construed as constituting a waiver by viagogo AG of any right or defence against any claim, suit or cause of action of a Class Member who has exercised the Right of Exclusion or a waiver by viagogo AG 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.
48. No provision of the Transaction will constitute or be deemed to constitute or be construed as constituting a waiver by Plaintiff and the Class Members of any right, claim, suit or cause of action against viagogo AG 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.
49. None of the obligations, of whatever kind, assumed by viagogo AG and Counsel for viagogo AG in executing the Transaction nor the consent of viagogo AG to the Transaction taking place or to the Court issuing the Judgment Approving the Transaction or the Closing Judgment, shall constitute in any manner an admission of liability by viagogo AG.

XIII. TERMINATION

50. In the event that:
 - (a) the Court declines to approve this Transaction or any material part hereof;
 - (b) the Judgment Approving the Transaction is appealed from;
 - (c) the number of Members who exercise their Rights of Exclusion exceeds 50;
 - (d) any orders approving this Transaction made by the Court do not become final orders;
 - (e) a claim by a third party for recognition of a remaining balance is filed into the court record (other than the amount provided for at paragraph 11); or
 - (f) a court recognizes the existence of a remaining balance (other than the amount provided for at paragraph 11);

this Transaction shall be terminated and, except as provided for in paragraph 51, 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.

51. If this Transaction is terminated:
- (a) the Parties shall return to their state prior to the execution of this Transaction;
 - (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) within ten (10) Days of such termination having occurred, Class Counsel shall destroy all documents or other materials provided by viagogo AG or containing or reflecting information derived from such documents or other materials received from viagogo AG and, to the extent Class Counsel has disclosed any documents or information provided by viaogogo AG to any other person, shall recover and destroy such documents or information. Class Counsel shall provide viagogo AG with a written confirmation of such destruction upon request.
52. 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 paragraph 38 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.

XIV. SCHEDULES

53. 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 Approval Hearing;
 - (c) Schedule "C": Avis d'Approbation de la Transaction;
 - (d) Schedule "D": Notice of Approval of the Transaction;
 - (e) Schedule "E": Formulaire d'objection;
 - (f) Schedule "F": Objection Form;

XV. FINAL PROVISIONS

54. The Transaction and the Schedules hereto constitute the full and entire Transaction between the Parties.
55. 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.

56. 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*.
57. 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.
58. 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.
59. 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;
60. In the event of a discrepancy between the wording of the notices to Class Members and the Transaction, the wording of the Transaction will take precedence.
61. 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.
62. To the extent that any provision or term of this Transaction provides for the consent, agreement or approval of the Plaintiff or Class 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 Class Members will be bound by such consent, agreement or approval.
63. 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.*
64. 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 Class or Class Counsel:

Mtre Joey Zukran
LPC Avocats
276, rue Saint-Jacques, Suite 801
Montreal, Quebec, H2Y 1N3
Telephone: 514.379.1572 / Fax: 514.221.4441
Email: JZUKRAN@LPCLEX.COM

To the attention of viagogo AG and Counsel for viagogo AG:

viagogo AG
Rue du Commerce 4,
1204 Geneva,
Switzerland

And

Mtre Doug Mitchell
Mtre Jean-Michel Boudreau
IMK LLP
Place Alexis Nihon | Tower 2
3500 De Maisonneuve Boulevard West
Suite 1400
Montréal, Québec H3Z 3C1
Telephone: 514.935.4460 / Fax: 514.935.2999
Emails: dmitchell@imk.ca
jmboudreau@imk.ca

**IN WITNESS WHEREOF, THE PLAINTIFF, STEVE ABIHSIRA AND VIAGOGO AG
AND THEIR RESPECTIVE COUNSEL HAVE SIGNED:**

Signed this September 30, 2020, in Montreal



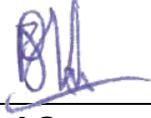
STEVE ABIHSIRA



LPC AVOCAT INC.

Per: Mtre Joey Zukran
Class Counsel and Counsel for **Steve
Abihira**

Signed this _____ 1st October, 2020



VIAGOGO AG
PER: Prabhat Shah



IMK S.E.N.C.R.L./LLP
Counsel for **viagogo AG**