

CANADIAN NATIONAL SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT dated April 20, 2026

BETWEEN:

██████████ **COHEN** (the “**Class Representative**”)

- and -

ESTÉE LAUDER COSMETICS LTD.

- and -

THE ESTÉE LAUDER COMPANIES INC.

(all collectively, the “**Parties**”)

I. RECITALS

- A. WHEREAS** on or about May 31, 2023, Estée Lauder Cosmetics Ltd. (together with the Estée Lauder Companies Inc., the “**Defendants**”) was informed by its third-party software provider, Progress Software, that an unauthorized third party exfiltrated certain files (the “**May Incident**”);
- B. WHEREAS** on or about July 12, 2023, which according to the Defendants was in an unrelated incident, unauthorized third parties gained access to the Defendant’s systems and obtained certain personal information of its clients (the “**July Incident**”). The May Incident and the July Incident are collectively referred to hereinbelow as the “**Data Incidents**,”
- C. WHEREAS** a class proceeding was filed in the Superior Court of Québec, file No. 500-06-001261-235, on or around September 7, 2023, as amended on or around May 10, 2024, in which compensatory and punitive damages were sought stemming from the Data Incidents (the “**Class Action**”);
- D. WHEREAS** the Parties have agreed to settle the Class Action without any admissions whatsoever;
- E. WHEREAS** the Class Representative maintains that her Class Action is well founded in fact and law and the Defendants deny the allegations and denies all liability with respect to any and all facts and claims alleged in the Class Action;
- F. WHEREAS** despite the Defendants’ belief that the allegations advanced in the Class Action are unfounded and that it has good and reasonable defences, the Defendants have agreed to enter into this Settlement Agreement to achieve a final resolution of all claims asserted or which could have been asserted against it by the Class Representative in the Class Action, and to avoid further expense, inconvenience and the distraction of protracted litigation;

G. WHEREAS the Parties, with their respective counsel, have reviewed and fully understand the terms of this Settlement Agreement and, based on their analysis of the facts and law applicable to the Class Representative's claims, and having regard to the burden and expense of litigating the Class Action, including the risks and uncertainties associated with authorization, trials and appeals, the Parties and their respective counsel have concluded that this Settlement Agreement is fair, reasonable, and in the best interests of the Parties and the Class Members;

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

II. DEFINITIONS

As used in this Settlement Agreement, including the attached schedules, the terms defined herein have the following meanings, unless this Settlement Agreement specifically provides otherwise:

- (a) **"Application for Authorization and Notice Approval"** means the application (which can be in letter or email format as determined by the Court) filed pursuant to Articles 101, 574, 575 and 590 of the *Code of Civil Procedure* (chapter C-25.01) for authorization of the Class Action on behalf of the Class for settlement purposes only and for issuance of the Notice Approval Order described in Section VIII.
- (b) **"Application for Settlement Approval"** means the application filed with the Court pursuant to Article 590 of the *Code of Civil Procedure* (chapter C-25.01) for an order approving this Settlement Agreement.
- (c) **"Agreement", "Settlement" or "Settlement Agreement"** means the present settlement agreement, including all schedules.
- (d) **"Claim"** means any request for compensation made by a Class Member to the Claims Administrator in order to obtain a Monetary Benefit.
- (e) **"Claims Administrator" or "Settlement Administrator"** means Concilia Services Inc. ("**Concilia**"), or another third-party administration company to be chosen by Class Counsel and approved by the Court.
- (f) **"Class Counsel"** means the law firm Lex Group Inc.
- (g) **"Class Counsel Fees"** means the amount of CAD \$454,500 plus GST and QST (calculated at the time of payment).
- (h) **"Class Members" or "Class"** means all persons in Canada (i) whose personal or financial information held by the Defendants was compromised and/or stolen from the Defendants on or around July 12, 2023; or who received an email or letter from the Defendants, dated on or about September 5, 2023, informing them of the July Incident; and/or all persons in Canada (ii) whose personal or financial information held by the Defendants was compromised and/or stolen from the Defendants on or

around May 31, 2023; or who received an email or letter from the Defendants, dated on or about October 19, 2023, informing them of the May Incident.

- (i) “**Court**” means the Superior Court of Québec;
- (j) “**Distribution Protocol**” means the protocol for distributing the Monetary Benefits to Class Members who submit a valid Claim, as contemplated by Section XI.
- (k) “**Defendants’ Counsel**” means the law firm of Osler, Hoskin & Harcourt LLP.
- (l) “**Effective Date**”: means the date on which the following events have occurred: (a) the Settlement Approval Order has been issued by the Court; and (b) either: (i) the time to appeal from the Settlement Approval Order and all orders issued in connection thereto has expired and no appeal has been taken; or (ii) if a timely appeal of the Settlement Approval Order or any orders issued in connection with it is taken, the date on which the Settlement Approval Order and all orders issued in connection with it are no longer subject to further direct appellate review if the Settlement Approval Order and all orders issued in connection with it have not been reversed in any way. If Class Counsel and the Defendants’ Counsel agree in writing, the “Effective Date” can occur on any other earlier agreed date.
- (m) “**Monetary Benefit**” means a payment made to Class Members by the Claims Administrator further to its approval of a valid Claim.
- (n) “**Notice(s)**” means the notice, in its short and long form, described in Section VIII, notifying the Class Members *inter alia* of the authorization of the Class Action for settlement purposes only and of the Settlement Approval Hearing (namely the Pre-Approval Notices provided for at **Schedule B**) and the post-approval notice notifying the Class Members *inter alia* of the Approval Order having been issued and providing details as to how to submit a Claim (namely the Approval Notice provided for at **Schedule C**).
- (o) “**Notice Approval Order**” means the order that is issued by the Court appointing the Claims Administrator and approving the Notice Program (provided for at **Schedule A**) in respect of the Class Action, as outlined in Section VIII.
- (p) “**Notice Date**” means the date on which the pre-approval Notice Program commences, which the Parties anticipate will occur as soon as practicable following the issuance of the Notice Approval Order.
- (q) “**Notice Program**” means the program for distributing information about the Settlement Agreement to Class Members, as provided for at **Schedule A**, and as approved by the Court.

- (r) **“Opt-Out Deadline”** means the last day a member of the Class may opt out of the Class Action (and therefore out of the Settlement), which shall be thirty (30) days after the Notice Date.
- (s) **“Released Parties”** means the Defendants and their present and former, direct and indirect, parents, subsidiaries, divisions, partners, and insurers, as well as its respective past, present, and future directors, officers, shareholders, employees, agents, insurers, attorneys, trustees, servants and representatives and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing.
- (t) **“Releasing Parties”** means the Class Representative and all Class Members who have not opted out of the Class Action (as detailed below), as well as their respective heirs, executors, representatives, agents, partners, successors and assigns.
- (u) **“Settlement Approval Hearing”** or **“Approval Hearing”** means the hearing to be held before the Court in order to seek the approval of the Settlement Agreement.
- (v) **“Settlement Approval Order”** or **“Approval Order”** means the order or orders issued by the Court granting final approval of this Settlement Agreement and granting approval of the Distribution Protocol.
- (w) **“Settlement Claim Form”** or **“Claim Form”** means the electronic and/or paper form(s) that Class Members must use to submit a Claim under this Settlement Agreement. Such Settlement Claim Form will be made available in both English and French.
- (x) **“Settlement Claims Deadline”** or **“Claims Deadline”** means the deadline by which Class Members must submit a Settlement Claim Form to the Claims Administrator to receive a Monetary Benefit. The Settlement Claims Deadline is 60 days after first issuance of the Approval Notice (**Schedule C**) but may be extended by agreement of the Parties.
- (y) **“Settlement Fund”** means the total all-inclusive amount of one million five hundred fifteen thousand Canadian dollars (CAD \$1,515,000.00), which the Defendants will deposit with the Claims Administrator within 10 business days following the issuance of the Settlement Approval Order.
- (z) **“Settlement Website”** means the website in both English and French that shall be created for settlement administration purposes by the Claims Administrator in the manner contemplated in the Notice Program (**Schedule A**).
- (aa) **“Substantiated Losses”** means losses caused by the Data Incidents and/or any related allegation for which Class Members submit reasonable documentation, as more fully detailed at Section XI of this Settlement Agreement.

Other capitalized terms used in this Settlement Agreement but not defined in this Section shall have the meanings ascribed to them elsewhere in this Settlement Agreement.

III. APPROVAL OF THE SETTLEMENT

1. The Settlement Agreement is conditional upon the approval of the Court. However, the Settlement is not conditional upon the approval of the Class Counsel Fees.
2. In the event that the Court does not approve the Settlement Agreement, the Parties would be restored to the state in which they were in prior to the execution of the Settlement Agreement. For clarity, the Defendants would be solely responsible for any and all administration and/or notice costs already incurred.

IV. NOTICE OF SETTLEMENT CLAIMS PROCESS

3. As part of the Application for Authorization and Notice Approval, the Class Representative will seek approval from the Court of the Notice Program (as provided for at **Schedule A**) and the Pre-Approval Notices (as provided for at **Schedule B**).
4. Subject to approval of the Court, the Notices will be in a form agreed to by the Parties.
5. The Claims Administrator will provide notice to Class Members in accordance with the Notice Program.
6. Preparation, publication, and administration fees relating to the Notices will be deducted from the Settlement Fund.
7. Subject to the Court's approval, the Parties shall be permitted to make agreed, non-substantive revisions to the Notices without further individual approval by the Court.

V. OPT-OUTS AND OBJECTIONS

8. **Procedure for Opt-Outs.** The procedure to opt out of the Class Action and Settlement will be detailed in the Pre-Approval Notices which will detail the Opt-Out Deadline and the instructions for sending a valid opt-out request to the Court. Each Class Member who has not or does not submit a valid and timely request to opt out shall remain included in the Class and shall be bound by all proceedings, orders and judgments in the Class Action. Furthermore, each Class Member who has not or does not submit a valid and timely request to opt out shall be bound by the Settlement and release provided in this Agreement, if approved by the Court.
9. **Procedure for Objecting.** Unless otherwise authorized by the Court, any Class Member who has not opted out (as detailed above) and who intends to object to or comment on the fairness of the Settlement Agreement must do so in writing no later than twenty (20) days prior to the Settlement Approval Hearing (hereinafter the "**Objection Date**"), or in person at the Settlement Approval Hearing itself. The

written objection must be notified to Class Counsel no later than the Objection Date.

VI. CONSIDERATION

10. **Distribution of Benefits to Class Members.** Class Members shall be eligible to receive Monetary Benefits in accordance with the Distribution Protocol.
11. **Payment of Expenses Relating to Benefit Distribution.** All expenses relating to the distribution of Monetary Benefits, including but not limited to the Claims Administrator's fees, shall be paid from and deducted from the Settlement Fund.

VII. RELEASE OF CLAIMS

12. **Release of Class Members' Claims.** As of the Effective Date, each Releasing Party will be deemed to have completely released and forever discharged the Released Parties, and each of them, from and for any and all liabilities, claims, crossclaims, causes of action, rights, actions, suits, debts, damages, costs, attorneys' fees (except for the Class Counsel Fees and disbursements as otherwise provided herein), losses, expenses, obligations, or demands, of any kind whatsoever, whether known or unknown, existing or potential, or suspected or unsuspected, whether raised by claim, counterclaim, setoff, or otherwise, including any known or unknown claims, which they have or may claim now or in the future to have, stemming from the May Incident or the July Incident, and that were alleged or asserted against any of the Released Parties in the Class Action, or that could have been alleged or asserted against any of the Released Parties and arise or would have arisen out of the same facts as any of the claims alleged or asserted in the Class Action ("**Released Claims**"), including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged in the Class Action or in any pleading and the disclosures and/or notices that the Defendants made or did not make to the Class Representative or the other Class Members about the May Incident or the July Incident.
13. **No Future Suits.** Effective upon approval of the Settlement Agreement by the Court, the Class Representative, the Class Members who have not opted out, and Class Counsel shall waive and renounce to any right to prosecute, maintain or assert any Released Claim regarding the Data Incidents in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by the Settlement Agreement and shall not seek compensation from any party who may claim contribution over relief from any of the Released Parties. It is agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section, instituted by a Class Representative or a Class Member who has not opted out. For greater clarity and without restricting the generality of the foregoing, the Class Representative, the Class Members and Class Counsel shall not initiate, pursue or maintain any claims or complaints before provincial and federal regulators against any of the Released Parties in connection with the May Incident or the July Incident, whether under the *Personal Information Protection and Electronic Documents Act S.C. 2000, c. 5 (PIPEDA)* or the *Act respecting the protection of personal information in the private*

sector, chapter P-39.1. For the purposes of this subsection, "Class Counsel" includes anyone currently employed by or a partner with Class Counsel. The present Section will not be binding should the Effective Date not occur or should this Agreement be terminated for any reason as per Section XIV below.

VIII. AUTHORIZATION AND NOTICE APPROVAL ORDER

14. As soon as practical after the execution of the Settlement Agreement, the Class Representative shall file the Application for Authorization and Notice Approval pursuant to Articles 101, 574, 575 and 590 of the *Code of Civil Procedure* (chapter C-25.01). That application shall, among other things, ask the Court to authorize the Class Action for settlement purposes only, to appoint the Class Representative as representative of the Class, to appoint the Claims Administrator, to set the Opt-Out Deadline, to approve the Pre-Approval Notices (Schedule B), and to approve the Notice Program (Schedule A).
15. The Parties agree to take all actions and steps reasonably necessary to obtain a Notice Approval Order, and to fully implement and effectuate this Settlement Agreement.
16. Any order, ruling or determination made by the Court amending the wording and the terms for the dissemination and publication of the Notices will not be grounds for nullity or termination of the Settlement Agreement, unless such amendments entail a substantive change to the terms and conditions of the Settlement Agreement.

IX. SETTLEMENT APPROVAL ORDER

17. As soon as practical after the Notice Approval Order is issued, the Class Representative shall file an Application for Settlement Approval pursuant to Article 590 of the *Code of Civil Procedure* (chapter C-25.01). That application shall, among other things, ask the Court to approve the Settlement Agreement, the Class Counsel Fees (and disbursements), and the Distribution Protocol, described in further detail below at Section XI.
18. The Parties agree to take all actions and steps reasonably necessary to obtain the Settlement Approval Order from the Court and to fully implement and effectuate this Settlement Agreement.
19. Any order, ruling or determination made by the Court amending the wording and the terms of the Distribution Protocol will not be grounds for nullity or termination of the Settlement Agreement, unless such amendments entail a substantive change to the terms and conditions of the Settlement Agreement.

X. SETTLEMENT CLAIMS PROCESS AND ADMINISTRATION

20. **Settlement Claims Process.** The Class Representative will seek approval from the Court of a Distribution Protocol, including a Settlement Claim Form, consistent

with the following four steps, all of which shall occur only after approval of this Settlement by the Court:

- (a) **Step 1:** As soon as practicable, the Claims Administrator will launch a page and online portal on the Settlement Website in both English and French through which Claims can be submitted electronically. Class Members will also be able to download a paper Settlement Claim Form from the Settlement Website at that time in French and English.
 - (b) **Step 2:** Class Members will be required to submit a Settlement Claim Form, in a form and manner determined by the Claims Administrator in consultation with the Parties and approved by the Court. The Settlement Claim Form must be postmarked or submitted electronically by the Settlement Claims Deadline.
 - (c) **Step 3:** The Claims Administrator shall take appropriate steps to adjudicate the Settlement Claim, including asking for additional information where, in the Claims Administrator's sole discretion, requesting such additional information is appropriate. The Claims Administrator shall have complete and final authority (subject to the ongoing supervisory jurisdiction of the Court) to determine whether individual Claims are valid under the terms of this Settlement Agreement and the Distribution Protocol.
 - (d) **Step 4:** The Claims Administrator shall calculate the payment amount for each timely and valid and complete Claim, which shall be paid after the Effective Date.
21. **Claims Administrator.** All claims administration fees (including applicable taxes) will be paid out of the Settlement Fund and not in addition thereto. Class Counsel will be primarily responsible for interacting with the Claims Administrator. The Defendants' Counsel will provide guidance and any required information to the Claims Administrator, when requested. Class Counsel and the Class Representative will have no access to any of the customer personal data to be provided to the Claims Administrator, although Class Counsel will have full access to all other data related to the work and mandate of the Claims Administrator, including without limitation its mandate and agreement, invoices, and reports. The Defendants shall have no responsibility and no implication regarding the claims administration and Distribution Protocol. The Claims Administrator will have the final discretion to partially or fully approve or reject Class Member claims (subject to the Court's ongoing supervisory jurisdiction as described below), although it will be able to communicate with Class Counsel and/or the Defendants for guidance regarding any claims received, as it deems required.
22. **The Court's Ongoing Jurisdiction.** Nothing in this Settlement Agreement undermines the Court's ongoing jurisdiction to supervise the implementation and administration of the Claims process.

XI. DISTRIBUTION PROTOCOL

23. **Documentation for Substantiated Losses.** These losses may, but do not necessarily have to stem from, fraud or identity theft. These losses include:
- (a) Credit monitoring service subscription fees, including a minimal reimbursement of the value of the future subscription costs for an 18-month period upon proof of adhesion at any point in time before the Claims Deadlines, or a greater reimbursement for such services with additional supportive documents and proof of payment;
 - (b) Unreimbursed costs, expenses, losses, fees, or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of the Class Members' Personal Information;
 - (c) Costs or fees associated with accessing or freezing/unfreezing credit reports with any credit reporting agency;
 - (d) Other miscellaneous expenses, costs or fees incurred related to any out-of-pocket loss such as fax, postage, copying, mileage, and long-distance telephone charges; and
 - (e) Unpaid time off work taken to address issues reasonably connected to the Data Incidents of up to four (4) hours, as the case may be, at a flat rate of \$25 per hour, or up to \$50 per hour with supporting documentation (i.e., hourly wage or annual salary divided by estimated number of hours worked per year).
24. The Class Representative will seek approval from the Court of a Distribution Protocol consistent with the following:
- (a) Class Members presenting a valid Claim for Substantiated Losses will be entitled to a Monetary Benefit, subject to approval by the Claims Administrator, for an amount not higher than CAD \$5,000 (plus whatever amount said Class Member is entitled to as a Class Member presenting a Claim without substantiated documents, as detailed below).
 - (b) Class Members presenting a valid Claim without substantiated documents (in addition to Class Members who presented a Claim for Substantiated Losses, regardless of whether said Claim was fully or partially approved or rejected), will be eligible to receive the following Monetary Benefits:
 - (i) Class Members who are part of only the May Incident may claim CAD \$150;
 - (ii) Class Members who are part of only the July Incident may claim CAD \$150;

- (iii) Class Members who are part of both the May Class and the July Class may claim CAD \$300 (collectively with (i) and (ii), the “**Unsubstantiated Group**”).
- (c) Class Members who are entitled to Monetary Benefits for Substantiated Losses will also be considered as part of the Unsubstantiated Group and may receive the corresponding Monetary Benefits.
- (d) Claims for Substantiated Losses will be paid from the Settlement Fund first before any amount is paid regarding the Unsubstantiated Group. If there are any leftover funds after these payments, each member of the Unsubstantiated Group will receive a proportional increase in their payment, up to a maximum of 100% increase of their original claim (i.e. double their original claim for the Unsubstantiated claim).
- (e) If the Settlement Fund is insufficient to pay all valid Claims at their full value as set out above, the Monetary Benefits payable to each Class Member shall be reduced on a *pro rata* basis. If, after such *pro rata* reduction, the value of each individual Monetary Benefit would be less than CAD \$3.00, no individual payments shall be issued to Class Members. In such event, all remaining Settlement Funds, after the *Fonds d'aide aux actions collectives* (“**FAAC**”) has been paid its levy on Québec claims (if any, as required by law), will be distributed in equal parts to the charitable organizations identified below.
- (f) Any remaining balance from the Settlement Fund, after the FAAC has been paid its levy (if any, as required by law) on Québec claims, will be distributed in equal parts to the following charitable organizations: the Jewish General Hospital Foundation (earmarked towards its IT-related initiatives) and Chai Lifeline Canada. For the purposes of determining the amount potentially payable to the FAAC, the Defendants have confirmed that 10.4% of the Class is from Quebec.

XII. CLASS COUNSEL FEES

- 25. The Defendants will not contest the requested Class Counsel Fees or disbursements incurred in the Class Action, all of which will come out of the Settlement Fund and not be in addition thereto.
- 26. The Defendants will not object to Class Counsel’s application for the approval of Class Counsel Fees and disbursements. Based on their knowledge of the case and Settlement, the Defendants agree that the Class Counsel Fees and disbursements are fair and reasonable under the circumstances of the Settlement.
- 27. The Settlement is not conditional upon the approval by the Court of the Class Counsel Fees.

28. The Claims Administrator will pay the Class Counsel Fees and disbursements from the Settlement Fund as soon as possible once the Settlement Approval Order is no longer subject to any appeal or further appellate review.

XIII. PUBLICITY

29. In issuing public statements, including responding to any inquiries from the media concerning the Class Action and/or the Settlement of the Class Action, the Class Representative, Class Counsel, the Defendants, and the Defendants' Counsel will limit their statements to promoting the virtues of the Settlement or other statements that are consistent with the Notices and the Settlement Agreement.
30. The Class Representative and Class Counsel shall not engage in any conduct or make any statement, directly or indirectly, that the Settlement Agreement constitutes an admission of liability or an admission of the validity or accuracy of any of the allegations in the Class Action.
31. Nothing shall limit the ability of the Defendants or their successors to make public disclosures as the securities laws require or to provide information about the Settlement to government officials and regulators or its insurers/reinsurers.
32. Class Counsel will be authorized to post copies of the relevant Settlement documents on their firm website and to post links to and/or summaries of the Class Action and Settlement on their firm social media accounts. Class Counsel will also post the required documents on the Quebec Class Action Registry and Class Counsel will be fully entitled to continue to communicate with, answers questions from, and dutifully represent the Class Members.

XIV. MODIFICATION OR TERMINATION OF THE SETTLEMENT AGREEMENT

33. The terms and provisions of this Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Settlement Approval Order, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits hereto) without further notice to the Class or approval by the Court if such changes are consistent with the Settlement Approval Order and do not limit the rights of Class Members under this Settlement Agreement.
34. Subject to Clause 27 above, if the Court for any reason does not approve the Settlement, or if the Court issues an order that modifies or excludes any material part of the Settlement Agreement, including the Released Claims, or if the Settlement Approval Order issued by the Court is materially modified, reversed, or set aside on further judicial review, or if for any other reason the Settlement does not become final, or if the Court or a reviewing court takes any action to expand, impair, or reduce the scope or effectiveness of the Released Claims set out in Clause 12 or to impose greater financial or other burdens on the Defendants than those contemplated in this Settlement Agreement, then the Defendants shall have the option of terminating this Settlement Agreement.

35. In the event of a termination, this Settlement Agreement shall have no force or effect and the Parties will return to the *status quo ante* in the Class Action as it existed prior to the execution of the Settlement Agreement. For greater certainty, the Parties agree that, in the event of termination, the Parties waive and renounce to any judgment approving the authorization of the Class Action and any rights under such judgment. The Parties will also be prohibited from using this Settlement Agreement and any settlement communications or documents received in the context of the Settlement negotiation as evidence in the Class Action.
36. All costs incurred by the Claims Administrator in connection with the implementation of this Settlement Agreement up until its termination shall be paid by the Defendants out of the amount of the Settlement Fund. The Defendants shall not have any additional responsibility for any payments to the Claims Administrator.

XV. REPRESENTATIONS AND WARRANTIES

37. The persons signing this Settlement Agreement on behalf of each Party warrant that they are authorized to sign this Settlement Agreement on behalf of that Party.
38. The Class Representative represents that she: (1) has agreed to serve as representative of the Class proposed to be authorized herein; (2) is willing, able, and ready to perform all of the duties and obligations of a representative of the Class; (3) has read the pleadings in the Class Action, or has had the contents of such pleadings described to her; (4) has consulted with Class Counsel about the obligations imposed on representatives of the Class; and (5) shall remain and serve as representative of the Class until the terms of this Settlement Agreement are effectuated, this Settlement Agreement is terminated in accordance with its terms, or the Court at any time determines that said Class Representative cannot represent the Class.
39. The Parties acknowledge and agree that no opinion concerning the tax consequences of the Settlement to Class Members is given or will be given by the Parties or their counsel, nor are any representations or warranties in this regard made by virtue of this Settlement Agreement. The Parties further acknowledge and agree that nothing in this Settlement Agreement should be relied upon by any Class Member as the provision of tax advice. Each Class Member's tax consequences or liabilities, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that each Class Member's federal, provincial or foreign tax consequences or liabilities may vary depending on the particular circumstances of each individual Class Member.
40. The Defendants shall not be liable for the payment of any additional amounts now or in the future for any amount related to a Class Member's tax consequence.

XVI. GENERAL MATTERS AND RESERVATIONS

41. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors, heirs, transferees, and assigns of the Defendants, the Class Representative, and the Class Members.
42. The Defendants' obligations under the Settlement Agreement are and shall be contingent upon each of the following:
 - (a) Entry by the Court of the Settlement Approval Order;
 - (b) The occurrence of the Effective Date; and
 - (c) The satisfaction of any other conditions set forth in this Settlement Agreement.
43. The Parties and their counsel agree to keep the contents of this Settlement Agreement confidential until the date on which the Settlement Agreement is filed with the Court. However, this Section shall not prevent the Defendants, at its sole discretion and without approval of form or content from the Class Representative or Class Counsel, from disclosing such information, prior to such date, to federal and provincial agencies, other relevant government authorities, stock exchanges, independent accountants, actuaries, advisors, financial analysts, insurers, shareholders, lawyers, business affiliates, or from making a public statement referring to the Settlement in order to comply with legal or regulatory obligations. The Parties and their counsel may also disclose the contents of this Settlement Agreement to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure must be made in order to effectuate the terms and conditions of this Settlement Agreement.
44. The Class Representative and Class Counsel agree that confidential information was made available to them solely through the settlement process provided pursuant to the protections of settlement privilege, and was made available on the condition that it not be disclosed to third parties or used for any purpose other than settlement of the Class Action. For avoidance of doubt, and in the interest of working in good faith towards resolution of the Class Action through this Settlement Agreement, the Parties agree that such information shall not be disclosed without a court order or the producing party's prior specific written consent to any third parties, including but not limited to any third parties (or their counsel) who have filed or are considering filing claims against the Defendants in other jurisdictions.
45. This Settlement Agreement and any amendments thereto, and any dispute arising out of or related to this Settlement Agreement, shall be governed by, and interpreted according to the laws in force in the Province of Québec and the laws of Canada applicable therein, without regard to principles of conflicts of law that would impose a law of another jurisdiction on the Class Action.
46. All time periods in this Settlement Agreement shall be computed in calendar days unless otherwise expressly provided. In computing any period of time in this

Settlement Agreement or by order of the Court, the day of the act or event shall not be included. The last day of the period shall be included, unless it is a Saturday, a Sunday, or a Statutory Holiday, or, when the act to be done is the filing of a paper in court, a day on which the Court is closed, in which case the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Settlement Agreement, "Statutory Holiday" includes holidays designated as such in the *Interpretation Act*, R.S.C. 1985, c. I-21.

47. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.
48. The Class, Class Representative, Class Counsel, the Defendants, and/or the Defendants' Counsel shall not be deemed to be the drafter of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Settlement Agreement was drafted by counsel for the Parties during extensive arm's-length negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Settlement Agreement was made or executed.
49. The various headings used in this Settlement Agreement are solely for the convenience of the Parties and shall not be used to interpret this Settlement Agreement.
50. The Parties agree that this Settlement Agreement was reached voluntarily after consultation with competent legal counsel and arm's-length settlement negotiations.
51. Neither this Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of this Settlement Agreement is or may be deemed to be or may be used or construed as an admission of, or evidence of, (i) the validity of any of the Released Claims, or of any wrongdoing or liability of any Released Parties or (ii) any fault or omission of any Released Parties in any civil, criminal, regulatory, or administrative proceeding in any court, administrative agency or other tribunal. Nor shall this Settlement Agreement be deemed an admission by any Party as to the merits of any claim or defense.
52. Any of the Released Parties may file this Settlement Agreement and/or the Settlement Approval Order in any action that may be brought against it in order to support any defense or counterclaim, including without limitation those based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.
53. The Parties, their successors and assigns, and their counsel undertake to implement the terms of this Settlement Agreement in good faith, and to use good

faith in resolving any disputes that may arise in the implementation of the terms of this Settlement Agreement.

54. The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Settlement Agreement.
55. If one Party to this Settlement Agreement considers another Party to be in breach of its obligations under this Settlement Agreement, that Party must provide the breaching Party with written notice to its Counsel of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Settlement Agreement.
56. The Parties, their successors and assigns, and their counsel agree to cooperate fully with one another in seeking the Court's approval of this Settlement Agreement and to use their best efforts to implement this Settlement Agreement.
57. This Settlement Agreement may be signed with an electronic or facsimile signature and in counterparts, each of which shall constitute a duplicate original.
58. Subject to Clause 35 above, this Settlement Agreement shall bind the Parties upon its execution by the Class Representative, Class Counsel, Defendants, and Defendants' Counsel, except for those provisions that require the Court's approval to be effective, and those provisions shall become effective upon their approval by the Court.
59. This Settlement Agreement constitutes a transaction within the meaning of articles 2631 and following of the *Civil Code of Québec*.
60. If any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if the Defendants' Counsel on behalf of the Defendants, and Class Counsel, on behalf of the Class Representative and Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.
61. The Parties acknowledge that they negotiated the terms of this Settlement Agreement and have required and consented that this Settlement Agreement and all related documents be prepared in English; *les parties reconnaissent avoir négocié les modalités de la présente convention de règlement et avoir exigé que ladite convention et tous les documents connexes soient rédigés en anglais*. Nevertheless, a French translation of this Settlement Agreement shall be prepared for the benefit of Class Members.
62. In the event of a discrepancy between the Settlement Agreement, including all supporting documentation, and their French translations, the English versions will prevail.

IN WITNESS WHEREOF, the Parties hereto signed on the dates and at the places detailed below.

New York City, New York, United States of America

20 _____ **April 2026**

DocuSigned by:

Sabrina Mizrachi

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Sabrina Mizrachi

For Estée Lauder Cosmetics Ltd. and the Estée Lauder Companies

Montreal, Quebec, Canada

20 avril _____ **April 2026**



Cohen

Montreal, Quebec, Canada

20 _____ **April 2026**

Signed by:

David Assor

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Me David Assor personally and on behalf of Lex Group Inc.