

## GLOBAL CANADIAN SETTLEMENT AGREEMENT

[Consolidated version of the Global Settlement Agreement dated November 13, 2025, as amended by the Amendment to the Settlement Agreement dated March 6, 2026. This consolidated version is provided for reference purposes only and is not intended for execution. In the event of any discrepancy between this consolidated version and the original executed agreements, the original executed agreements shall govern.]

THIS SETTLEMENT AGREEMENT dated November 13, 2025.

BETWEEN:

**EVAN ZUCKERMAN** (the “**Québec 2019 Plaintiff**”)

- and -

**NIKITTA THANDI** (the “**BC Plaintiff**”)

- and -

**MARC DAHAN** (the “**Québec 2023 Plaintiff**”)

(together, the “**Plaintiffs**”)

- and -

**MGM RESORTS INTERNATIONAL** (“**MGM**”)

(all collectively, the “**Parties**”)

### **I. RECITALS:**

- A. WHEREAS** in July 2019 and September 2023, MGM discovered that it had been the victim of cybersecurity attacks on its network committed by third-party intruders who may have gained access to certain personal information of its guests (the “**Data Incidents**”);
- B. WHEREAS** class proceedings were filed against MGM in various Canadian jurisdictions (the “**Class Actions**”) seeking compensatory and/or punitive damages stemming from the Data Incidents:
- (i) *Zuckerman v. MGM*, filed on or around June 15, 2020, before the Superior Court of Québec file No. 500-06-001078-209 (as subsequently amended from time to time, the “**2019 Québec Class Action**”);
  - (ii) *Thandi v. MGM*, filed on or around July 6, 2020, before the Supreme Court of British Columbia, file No. VLC-S-S-207149 (the “**2019 BC Class Action**”);
  - (iii) *Scher v. MGM*, filed on or around September 30, 2020, before the Ontario Superior Court, file No. CV-20-00648602-00CP (the “**2019 Ontario Class Action**”);

(collectively, the “**2019 Class Actions**”)

(iv) *Dahan v. MGM*, filed on or around December 1, 2023, before the Superior Court of Québec, file No. 500-06-001280-235 (the “**2023 Class Action**”).

- C. **WHEREAS** on August 3, 2022, the Honorable Justice Courchesne of the Superior Court of Québec authorized the bringing of the 2019 Québec Class Action in the form of an Originating Class Action Application in damages on behalf of all persons in Québec, including their estates, executors or personal representatives, whose personal and/or financial information was lost by and/or stolen from MGM as a result of the data breach that occurred on or about July 7, 2019;
- D. **WHEREAS** the 2019 Québec Class Action was stayed by the Honorable Justice Nollet through March 9, 2026 after he was informed of ongoing settlement negotiations between the Parties;
- E. **WHEREAS** the 2019 BC Class Action is pending before the Supreme Court of British Columbia, with a certification hearing scheduled for November 26-28, 2025;
- F. **WHEREAS** a statement of claim in the 2019 Ontario Class Action was filed on or around September 30, 2020, which remains pending before the Ontario Superior Court of Justice, with no further procedural steps taken by the Ontario Plaintiff Adam Scher to date;
- G. **WHEREAS** the 2023 Class Action has been stayed by the Honorable Justice Lussier until March 11, 2026, after he was informed of ongoing settlement negotiations between the parties;
- H. **WHEREAS** the 2019 BC Class Action, the 2019 Ontario Class Action, and the 2023 Class Action have not yet been authorized/certified by any Canadian Court;
- I. **WHEREAS** on or around January 17, 2025, class proceedings bearing Case No. 2:20-cv-00376-GMN were settled in the United States of America on behalf of residents of the United States of America (the “**US Settlement**”), and the United States District Court for the District of Nevada approved said US Settlement on June 18, 2025;
- J. **WHEREAS** the Plaintiffs maintain that the Class Actions are well founded in fact and in law and MGM denies all of the Plaintiffs’ allegations contained in the Class Actions and does not admit, through the execution of this Settlement Agreement or otherwise, any unlawful conduct, liability, wrongdoing, or fault of any kind by MGM, as alleged in the Class Actions or otherwise;
- K. **WHEREAS** despite MGM’s belief that the allegations advanced in the Class Actions are unfounded and that it has good and reasonable defences on the merits, MGM has agreed to enter into this Settlement Agreement to achieve a final resolution, on a national basis, of all claims asserted, or which could have been asserted against it by the Plaintiffs in the Class Actions, and to avoid further expense, inconvenience and the distraction of protracted litigation;
- L. **WHEREAS** the Parties intend by this Settlement Agreement to resolve all past, present and future claims of the Plaintiffs and Settlement Class Members arising out of or relating

to the allegations contained in the Class Actions, without admission or prejudice whatsoever;

- M. WHEREAS** the Parties, with their respective counsel, engaged in extensive arm's-length settlement discussions and negotiations that resulted in this Settlement Agreement, which includes all of the terms and conditions of the settlement between MGM and the Plaintiffs, both individually and on behalf of the Settlement Class Members they represent or seek to represent, subject to the approval of the Courts of British Columbia and of Québec;
- N. WHEREAS** the Parties, with their respective counsel (including Class 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 Plaintiffs' claims, and having regard to the burden and expense of litigating the Class Actions, including the risks and uncertainties associated with certification/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 Settlement Class Members;

**NOW THEREFORE** in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that all claims of the Plaintiffs and the Settlement Class Members in the Class Actions be settled, subject to the approval of the Courts of British Columbia and of Québec, on the following terms and conditions:

## **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. Applications**

- (a) **"BC Application for Certification and Notice Approval"** means the application filed pursuant to section 35 of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50 for an order certifying the 2019 BC Class Action on behalf of the BC Settlement Class for settlement purposes only and for approval of the BC Notice Approval Order described in Section IX.
- (b) **"BC Application for Settlement Approval"** means the application filed with the BC Court for approval of the Settlement Agreement.
- (c) **"2019 Québec Application for Notice Approval"** means the application filed pursuant to article 590 of the *Code of Civil Procedure* (chapter C-25.01) for approval of the 2019 Québec Notice Approval Order in relation to the 2019 Québec Class Action, as described in Section IX.
- (d) **"2023 Québec Application for Authorization and Notice Approval"** means the application filed pursuant to article 590 of the *Code of Civil Procedure* (chapter C-25.01) for authorization of the 2023 Class Action on behalf of the 2023 Settlement Class for settlement purposes only and for approval of the 2023 Québec Notice Approval Order described in Section IX.

- (e) “**Québec Application for Settlement Approval**” means the application filed with the Québec Court pursuant to article 590 of the *Code of Civil Procedure* (chapter C-25.01) for an order approving this Settlement Agreement.

**B. Courts**

- (a) “**Courts**” means the BC Court and the Québec Court.
- (b) “**BC Court**” means the Supreme Court of British Columbia.
- (c) “**Québec Court**” means the Superior Court of Québec.

**C. Hearings**

- (a) “**BC Settlement Approval Hearing**” means the hearing held by the BC Court for the purpose of determining whether to approve this Settlement Agreement as fair and reasonable and in the best interests of the BC Settlement Class as a whole.
- (b) “**Québec Settlement Approval Hearing**” means the hearing held by the Québec Court for the purpose of determining whether to approve this Settlement Agreement as fair and reasonable and in the best interests of the 2019 Québec Settlement Class and the 2023 Settlement Class as a whole.
- (c) “**Settlement Approval Hearing(s)**” means the BC Settlement Approval Hearing and the Québec Settlement Approval Hearing;

**D. Notice**

- (a) “**BC Pre-Approval Notice(s)**” means the notice, in its short and long form, provided for at **Schedule A** of this Agreement, notifying the 2019 BC Settlement Class Members of the BC Settlement Approval Hearing.
- (b) “**2019 Québec Pre-Approval Notice(s)**” means the notice, in its short and long form, provided for at **Schedule B** of this Agreement, notifying the 2019 Québec Settlement Class Members of the Québec Settlement Approval Hearing.
- (c) “**2023 Québec Pre-Approval Notice(s)**” means the notice, in its short and long form, provided for at **Schedule C** of this Agreement, notifying the 2023 Settlement Class Members of the authorization of the 2023 Class Action for settlement purposes only and of the Québec Settlement Approval Hearing.
- (d) “**Pre-Approval Notices**” means the BC Pre-Approval Notice, the 2019 Québec Pre-Approval Notice, and the 2023 Québec Pre-Approval Notice.
- (d.1) “**Post-Approval Notice**” means the notice, in its short and long form, issued after the Courts grant the Settlement Approval Orders, notifying Settlement Class Members that the Settlement has been approved and providing instructions regarding the submission of the Settlement Claim Form, the Settlement Claims Deadline, and the Claims Administrator’s contact information, as approved by the Courts.

- (d.2) **“Notices”** means the Pre-Approval Notices and the Post-Approval Notice.
- (e) **“Notification of the Settlement Approval Orders”** means the first calendar date on which the Settlement Administrator begins dissemination of the Post-Approval Notice to Settlement Class Members, by any Court-approved method.
- (f) **“Notice Program”** means the program for the Court-approved dissemination of information about this Settlement Agreement to Settlement Class Members, including both (i) the dissemination of the Pre-Approval Notices prior to the Settlement Approval Hearings and (ii) following issuance of the Settlement Approval Orders, the dissemination of the Post-Approval Notice, as approved by the Courts.

#### **E. Orders**

- (a) **“Approval Orders”** means the Settlement Approval Orders, the BC Notice Approval Order, the 2019 Québec Notice Approval Order, and the 2023 Québec Notice Approval Order.
- (b) **“Settlement Approval Orders”** means the BC Settlement Approval Order and the Québec Settlement Approval Order(s).
- (c) **“BC Notice Approval Order”** means the order that is issued by the BC Court certifying the BC Action for settlement purposes only, appointing the Claims Administrator and approving, as part of the Notice Program, the dissemination of the BC Pre-Approval Notices, as outlined in Section IX.
- (d) **“2019 Québec Notice Approval Order”** means the order that is issued by the Québec Court appointing the Claims Administrator and approving, as part of the Notice Program, the dissemination of the 2019 Québec Pre-Approval Notices in respect of the 2019 Class Action, as outlined in Section IX.
- (e) **“2023 Québec Notice Approval Order”** means the order that is issued by the Québec Court authorizing the 2023 Class Action as a national class proceeding for settlement purposes only, appointing the Claims Administrator and approving, as part of the Notice Program, the dissemination of the 2023 Québec Pre-Approval Notices in respect of the 2023 Class Action, as outlined in Section IX.
- (f) **“BC Settlement Approval Order”** means the order that is issued by the BC Court granting final approval of this Settlement Agreement, dismissing the claims asserted in the 2019 BC Class Action with prejudice against MGM and granting approval of the Distribution Protocol.
- (g) **“Québec Settlement Approval Order(s)”** means the order or orders issued by the Québec Court granting final approval of this Settlement Agreement and granting approval of the Distribution Protocol.

#### **F. Settlement Class**

- (a) **“2019 BC Settlement Class”** means, for purposes of this Settlement Agreement only, all persons in Canada who are Class Members in the 2019 BC Class Action,

except for those who validly opt out pursuant to the terms of the BC Notice Approval Order and excluding members included in the 2019 Québec Settlement Class.

- (b) **“2019 Québec Settlement Class”** means, for the purpose of this Settlement Agreement only, all persons who are Class Members in the 2019 Québec Class Action, except for those who have validly opted out of the 2019 Québec Class Action before July 24, 2023.
- (c) **“2023 Settlement Class”** means, for the purpose of this Settlement Agreement only, all persons in Canada who are Class Members in the 2023 Class Action, except for those who validly opt out pursuant to the terms of the 2023 Québec Notice Approval Order.
- (d) **“Settlement Class Members”** or **“Settlement Class”** means the 2019 BC Settlement Class, the 2019 Québec Settlement Class, and the 2023 Settlement Class.

**G. Other terms**

- (a) **“Settlement”** or **“Settlement Agreement”** means the settlement contemplated by the terms of this Agreement, including recitals and exhibits.
- (b) **“Claim”** or **“Claims”** means any request submitted by a Class Member to the Claims Administrator in order to obtain a Monetary Benefit and/or reimbursement for Future Credit Monitoring Expenses.
- (c) **“Claims Administration Costs”** means all fees, costs, and other expenses, without limitation, relating to the Claims Administrator’s implementation and administration of this Settlement Agreement. All claims administration fees (including applicable taxes) will be paid out of the Settlement Amount and not in addition thereto. Class Counsel, the Class Representatives and the Class Members will not be responsible to pay for any administration and/or notice costs. MGM shall have no responsibility regarding the claims administration and Distribution Protocol, aside from MGM having the sole obligation to pay for any and all administration and/or notice costs, should this Settlement not be approved by the Courts (for whatever reason).
- (d) **“Claims Administrator”** means Epiq Class Action & Claims Solutions, Inc., Concilia Services Inc., or any other claims administrator appointed by the Courts. Class Counsel will be primarily responsible for interacting with the Claims Administrator. MGM Counsel will provide guidance to the Claims Administrator when requested.
- (e) **“Class Counsel”** means the following law firms: (i) Lex Group Inc. (**“Québec Class Counsel”**) and (ii) Diamond & Diamond Lawyers LLP (**“BC Class Counsel”**).
- (f) **“Class Counsel Fees and Disbursements”** means the amount of CAD \$ 1,200,000.00 plus GST, QST, and/or PST (as applicable, calculated at the time of payment), plus disbursements incurred by Class Counsel in the Class Actions, to be paid exclusively from the Settlement Amount, including:

- (i) **“BC Class Counsel Fees”** means all of the fees and disbursements of BC Class Counsel and any applicable taxes thereon, awarded at the discretion of the BC Court.
- (ii) **“Québec Class Counsel Fees”** means all of the fees and disbursements of Québec Class Counsel and any applicable taxes thereon, awarded at the discretion of the Québec Court.
- (g) **“Class Members** or **“Class”** means all persons in Canada including their estates, executors or personal representatives, whose personal and/or financial information was lost by and/or stolen from MGM as a result of the Data Incidents. The Parties have estimated and agreed that 60% of the Class represents persons included in the 2023 Class Action, whereas the remaining 40% represents persons included in the 2019 Class Actions.
- (h) **“Class Representatives’ Personal Claims”** means any amount that the Québec 2019 Plaintiff, the Québec 2023 Plaintiff and/or the BC Plaintiff (the **“Class Representatives”**) may seek to obtain as payment of their personal claim, up to a maximum of CAD \$15,000 for each individual. MGM leaves the amounts to the discretion of each Class Representative and Class Counsel, and MGM will consent to such determination, and will not oppose any requests made in the context of either the settlement approval process and/or the Claims process to the Claims Administrator, provided that the amounts sought come out of the Settlement Amount and are not in addition thereto.
- (i) **“Future Credit Monitoring Expenses”** means the costs incurred and/or paid for by a Settlement Class Member during the Settlement Claims Period (i.e. as of the date of the Notification of the Settlement Approval Orders), for subscribing to or maintaining an identity theft protection and/or credit monitoring service, which provides monitoring of credit activity, alerts for suspicious transactions, and fraud prevention tools, for a period of up to one (1) year going forward from the date the Settlement Class Member submits their Settlement Claim Form. Such expenses may include coverage for fraud and identity theft insurance, as offered by the selected service provider. For greater clarity, any past credit monitoring expenses incurred by Settlement Class Members for periods prior to the date of the Notification of the Settlement Approval Orders, which are connected to the Data Incident(s), can otherwise be claimed by said Settlement Class Members while submitting a valid Claim for Substantiated Losses.

Settlement Class Members may elect to enroll in an individual consumer credit monitoring service offered by a nationally recognized Canadian credit reporting agency, such as Equifax Canada or TransUnion Canada. The credit monitoring service made available under the Settlement shall be limited to an individual consumer subscription tier that includes credit monitoring features and identity theft insurance coverage of up to CAD \$1,000,000, subject to the provider’s standard policy terms and conditions. Settlement Class Members shall not be enrolled in any enhanced, premium, family, bundled, or multi-bureau subscription tier, or any optional add-on services, unless the Settlement Class Member chooses to enroll in such additional services at their own expense.

- (j) **“Distribution Protocol”** means the protocol for distributing the Monetary Benefits and/or the reimbursement of Future Credit Monitoring Expenses to Class Members who submit a valid Claim, as contemplated by Section XII.
- (k) **“Effective Date”** means the date on which all of the following events have occurred: (a) the Settlement Approval Orders have been issued by the Courts; (b) the 2019 Ontario Class Action has been dismissed and no appeal has been taken or the appeal period has expired; and (c) either: (i) the time to appeal from the Settlement Approval Orders and all orders issued in connection with them has expired and no appeal has been taken; or (ii) if a timely appeal of the Settlement Approval Orders or any orders issued in connection with them is taken, the date on which the Settlement Approval Orders and all orders issued in connection with them are no longer subject to further direct appellate review if the Settlement Approval Orders and all orders issued in connection with them have not been reversed in any way. If Class Counsel and MGM’s Counsel agree in writing, the “Effective Date” can occur on any other earlier agreed date.
- (l) **“MGM’s Counsel”** means the law firm of Osler, Hoskin & Harcourt LLP for the 2019 Class Actions and the law firm of DLA Piper (Canada) LLP for the 2023 Class Action.
- (m) **“Monetary Benefit”** means a payment made to Settlement Class Members by the Claims Administrator from the Settlement Amount further to its approval of a valid Claim.
- (n) **“Opt-Out Deadline”** means the last day a member of the Settlement Class may opt out of the Settlement, which shall be sixty (60) days after the last date on which any Pre-Approval Notice is disseminated to Settlement Class Members, as approved or ordered by the Courts. For the avoidance of doubt, subsequent or supplemental dissemination does not extend or restart the Opt-Out Deadline. For greater certainty, the Opt-Out Deadline applies exclusively to the 2019 BC Class Action and the 2023 Class Action.
- (o) **“Release”** means the release described in Section VII of this Settlement Agreement.
- (p) **“Released Parties”** means MGM and its present and former, direct and indirect, parents, subsidiaries, divisions, partners, and insurers, as well as their respective past, present, and future directors, officers, shareholders, employees, agents, mandataries, insurers, attorneys, trustees, servants and representatives and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing.
- (q) **“Releasing Parties”** means the Class Representatives and any Class Members who have not opted out of the Class Actions, as well as their respective heirs, executors, representatives, agents, mandataries, partners, successors and assigns.
- (r) **“Settlement Amount”** means the total all-inclusive amount of four million Canadian dollars (CAD \$4,000,000.00) which will be paid by MGM to the Claims Administrator within 15 days of the issuance of all required Approval Orders.

- (s) **“Settlement Claim Form”** means the electronic and/or paper form(s) that Settlement Class Members must use to submit a Settlement Claim under this Settlement Agreement. Such Settlement Claim Form will be made available in both English and French.
- (t) **“Settlement Claims Deadline”** means the deadline by which Settlement Class Members must submit a Settlement Claim Form to the Claims Administrator to receive a Monetary Benefit and/or to receive the reimbursement of Future Credit Monitoring Expenses. The Settlement Claims Deadline is 90 days after the Notification of the Settlement Approval Orders, and may be extended by agreement of the Parties.
- (u) **“Settlement Claims Period”** means the time period during which Settlement Class Members may submit a Settlement Claim under this Settlement Agreement. The Settlement Claims Period begins on the Notification of the Settlement Approval Orders and concludes on the Settlement Claims Deadline.
- (v) **“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 by Sections IV and XI of this Settlement Agreement.
- (w) **“Substantiated Losses”** means losses caused by the Data Incidents for which Class Members submit reasonable documentation, as more fully detailed below. For greater clarity, any past credit monitoring expenses incurred by Settlement Class Members for periods prior to the date of the Notification of the Settlement Approval Orders can be included and claimed by said Settlement Class Members while submitting a valid Claim for Substantiated Losses, in addition to submitting a claim for reimbursement of Future Credit Monitoring Expenses.

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. This Settlement Agreement is conditional upon approval by both the BC Court and the Québec Court and upon dismissal of the 2019 Ontario Class Action. However, the Settlement Agreement is not conditional upon the approval of the Class Counsel Fees or the Class Representatives' Personal Claims.
2. The Parties will jointly suggest that the 2019 Québec Class Action and the 2023 Class Action proceed jointly in a single Settlement Approval Hearing before a Québec Court. The Parties consent to the authorization of the 2023 Class Action, on a national basis, for settlement purposes only.
3. A Settlement Approval Hearing will be held in British Columbia regarding the 2019 BC Class Action.
4. MGM will seek the dismissal of the 2019 Ontario Class Action, without costs. The Plaintiffs will consent, cooperate and assist MGM in relation to the dismissal from the Ontario Court of the 2019 Ontario Class Action.

5. In the event that the Courts (or any of the Courts) do not approve the Settlement Agreement or in the event that the 2019 Ontario Class Action is not dismissed, for whatever reason, the Parties would be restored to the state in which they were on prior to the execution of the Settlement Agreement and MGM will remain solely liable to pay for any and all administration and/or notice costs.

#### IV. NOTICE PROGRAM

6. As part of the BC Application for Certification and Notice Approval, the 2019 Québec Application for Notice Approval, and the 2023 Québec Application for Authorization and Notice Approval, the Plaintiffs will seek approval from the Courts of a Notice Program that includes, at a minimum, the following features: (a) a dedicated and bilingual Settlement Website that will include, among other things, the respective Pre-Approval Notices; and (b) a bilingual toll-free telephone service and hotline, both of which will be created and maintained by the Claims Administrator. For clarity, approval sought at this stage concerns dissemination of the Pre-Approval Notices. Approval to disseminate the Post-Approval Notice will be addressed in the Settlement Approval Orders or any subsequent order(s). The Plaintiffs will consult with MGM in respect of all aspects of the Notice Program.
7. Subject to approval of the Courts, the Notices will be in a form agreed to by the Parties.
8. The Claims Administrator will provide notice to Settlement Class Members by email, where valid emails are available, and by any other means agreed upon and that may be ordered by the Courts. Without limiting the generality of the foregoing, the Claims Administrator will: (a) disseminate the Pre-Approval Notices in accordance with the Notice Program and any order(s) of the Courts; and (b) following issuance of the Settlement Approval Orders, disseminate the Post-Approval Notice by the same or other Court-approved means.
9. Publication and administration fees relating to the Notices will be deducted from the Settlement Amount, as approved by the Courts (as required) upon the Courts' consideration of the Claims Administrator's detailed quote(s) and/or estimate(s).
10. Subject to the Courts' approval, the Parties shall be permitted to make agreed, non-substantive revisions to the notice documents described in this Settlement Agreement without further individual approval by the Courts.

#### V. OPTS-OUTS AND OBJECTIONS

11. **Manner of Opting Out for Class Members of the 2019 BC Class Action and of the 2023 Class Action.** The procedure for the 2019 BC Settlement Class Members or for the 2023 Settlement Class Members to opt out of the Settlement is governed by the Pre-Approval Notices, provided for at **Schedules A** and **C**. The Pre-Approval Notices include the Opt-Out Deadline and the instructions for sending a valid opt-out request.
12. **Consequences of Failure to Opt Out in a Timely and Proper Manner.** All Settlement Class Members who do not timely and properly opt out of the Settlement Class will in all respects be bound by all terms of this Settlement Agreement and the Settlement Approval Orders upon the Effective Date. The BC Court and the Québec Court shall have respective authority to determine, in connection with the BC Application for Settlement Approval and the Québec Application for Settlement Approval, which Settlement Class Members have timely and validly opted out of the Settlement.

13. **MGM's Right to Terminate Based on Opt-Out Volume.** MGM shall have the option to terminate and rescind this Settlement Agreement, at its own discretion (which shall not be subject to any challenge by Class Counsel, the Plaintiffs, or any other Settlement Class Member), if more than 5% of Settlement Class Members validly opt out of the Settlement; For purposes of calculating this percentage, any Settlement Class Members who were compensated pursuant to the U.S. settlement pertaining to the same Data Incidents shall not be considered for the purposes of the calculation of Class Members having opted out. MGM may exercise this right within 30 days after receiving a report indicating that the number of timely and valid opt-outs exceeds the agreed upon threshold, giving notice to Class Counsel that MGM is terminating and rescinding this Settlement Agreement and voiding the Settlement *ab initio*.
14. **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 the fairness of this Settlement Agreement must do so in writing no later than twenty (20) days prior to each Settlement Approval Hearing (hereinafter the "**Objection Date**"). The written objection must be sent to Class Counsel or to the Claims Administrator no later than the Objection Date. Nevertheless, a Class Member retains the right to object to the Settlement in person on the day of the Settlement Approval Hearing before the Québec Court, even if they did not submit a written objection by the specified deadline.

## VI. CONSIDERATION

15. **Distribution of Benefits to Class Members.** Settlement Class Members shall be eligible to receive a Monetary Benefit and/or the reimbursement of Future Credit Monitoring Expenses in accordance with the Distribution Protocol.
16. **Payment of Expenses Relating to Benefit Distribution.** All expenses relating to the distribution of Monetary Benefits and/or the reimbursement of Future Credit Monitoring Expenses, including but not limited to the Claims Administrator's fees, shall be paid from and deducted from the Settlement Amount.

## VII. RELEASE OF CLAIMS

17. The Parties agree to the following Release, which shall take effect upon the Effective Date. The terms of the Release are a material term of the Settlement Agreement.
  - (a) **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 Class Counsel Fees and Disbursements which are provided for separately), 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 Data Incidents and that were alleged or asserted against any of the Released Parties in the Class Actions or that could have been alleged or asserted against any of the Released Parties arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Class Actions ("**Released Claims**"), including but not limited to the facts, transactions,

occurrences, events, acts, omissions, or failures to act that were alleged in the Class Actions or in any pleading and the disclosures and/or notices that MGM made or failed to make to the Class Representatives or the other Class Members about the Data Incidents.

- (b) **No Future Suits.** Upon approval of the Settlement Agreement by the Courts, the Class Representatives, 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 (other than what is authorized or required by this 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 defence 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 Representatives, the Class Members and the 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 Data Incidents, whether under the *Personal Information Protection and Electronic Documents Act* S.C. 2000, c. 5 (PIPEDA), the *Act respecting the protection of personal information in the private sector*, chapter P-39.1, the *Personal Information Protection Act*, [SBC 2003] Chapter 63, or the *Personal Information Protection Act*, SA 2003, c P-6.5. For the purposes of this subsection, "Class Counsel" includes anyone who is currently employed by or a partner with Class Counsel.
- (c) **Release Not Conditional on Settlement Claim or Payment.** The Release shall be effective with respect to all Releasing Parties, including the Plaintiffs and all Settlement Class Members who do not opt out, regardless of whether those Settlement Class Members ultimately submit a Settlement Claim under this Settlement Agreement or accept payment of their Monetary Benefits or reimbursement of their Future Credit Monitoring Expenses.
- (d) **Basis for Entering Release.** Class Counsel acknowledge that they have conducted sufficient independent investigation to enter into this Settlement Agreement and that they execute this Settlement Agreement freely, voluntarily, and without being pressured or influenced by, or relying on any statements, representations, promises, or inducements made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement. The Plaintiffs acknowledge, agree, and specifically represent and warrant that they have discussed with their respective Class Counsel the terms of this Settlement Agreement and have received legal advice with respect to the advisability of entering into this Settlement Agreement and the Release, and the legal effect of this Settlement Agreement and the Release.
- (e) **Jurisdiction.** The Courts, respectively, shall retain continuing jurisdiction over all Parties, the Class Actions, and this Settlement Agreement to resolve any dispute that may arise regarding this Settlement Agreement or in relation to the Class Actions, including any dispute regarding validity, performance, interpretation, administration, enforcement, enforceability, or termination of this Settlement

Agreement, and no Party shall oppose the reopening and reinstatement of the Actions on the Courts' active docket for the purposes of effecting this Section.

#### **VIII. PUBLICITY**

18. In issuing public statements, including responding to any inquiries from the media concerning the Class Actions and/or the Settlement of the Class Actions, the Class Representatives, Class Counsel, MGM, and MGM's Counsel will limit their statements to promoting the virtues of the Settlement or other statements that comport with the Notices and the Agreement. Nothing in this section will limit Class Counsel's ability to answer questions from Class Members.
19. The Class Representatives and Class Counsel shall not engage in any conduct or make any statement, directly or indirectly, that this Settlement Agreement constitutes an admission of liability or an admission of the validity or accuracy of any of the allegations in the Class Actions by MGM.
20. Nothing shall limit the ability of MGM or its 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.

#### **IX. BC CERTIFICATION, QUÉBEC AUTHORIZATION FOR THE 2023 CLASS ACTION, AND NOTICE APPROVAL ORDERS**

21. As soon as practical after the execution of the Settlement Agreement, the BC Plaintiff shall request the earliest available hearing date for and, upon receiving the same, file the BC Application for Certification and Notice Approval pursuant to section 35 of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50. That application shall, among other things, ask the BC Court to certify the 2019 BC Class Action for settlement purposes only, to appoint the BC Plaintiff as representative of the 2019 BC Settlement Class, to appoint the Claims Administrator and to approve, as part of the Notice Program, the dissemination of the Pre-Approval Notices (with dissemination of the Post-Approval Notice to be approved in the Settlement Approval Orders). Certification of the 2019 BC Class Action shall be for settlement purposes only, and MGM does not waive any arguments that it may have that class certification for any other purpose would be improper.
22. As soon as practical after the execution of the Settlement Agreement, the Québec 2023 Plaintiff shall file the 2023 Québec Application for Authorization and Notice Approval pursuant to article 590 of the *Code of Civil Procedure* (chapter C-25.01) (either by way of formal written application or in letter/email format to the Québec Court with relevant documentation). That application shall, among other things, ask the Québec Court to authorize the 2023 Class Action on a national basis, for settlement purposes only, to appoint the Québec 2023 Plaintiff as representative of the 2023 Settlement Class, to appoint the Claims Administrator, and to approve, as part of the Notice Program, the dissemination of the Pre-Approval Notices (with dissemination of the Post-Approval Notice to be approved in the Settlement Approval Orders). Authorization of the 2023 Class Action shall be for settlement purposes only, and MGM does not waive any arguments that they may have that class authorization for any other purpose would be improper.
23. As soon as practical after the execution of the Settlement Agreement, the Québec 2019 Plaintiff shall file the 2019 Québec Application for Notice Approval pursuant to article 590

of the *Code of Civil Procedure* (chapter C-25.01) (either by way of formal written application or in letter/email format to the Québec Court with relevant documentation). That application shall, among other things, ask the Québec Court to appoint the Claims Administrator, and to approve, as part of the Notice Program, the dissemination of the Pre-Approval Notices (with dissemination of the Post- Approval Notice to be approved in the Settlement Approval Orders).

24. The Parties agree to take all actions and steps reasonably necessary to obtain a BC Notice Approval Order, a 2019 Québec Notice Approval Order, and a 2023 Québec Notice Approval Order, and to fully implement and effectuate this Settlement Agreement. MGM's Counsel will review in advance and ultimately confirm their consent to the above applications.
25. Any order, ruling or determination made by the Courts 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.

#### **X. SETTLEMENT APPROVAL ORDERS**

26. As soon as practical after the 2019 Québec Notice Approval Order and the 2023 Québec Notice Approval Order are issued, the Québec 2019 and 2023 Plaintiffs shall file a Québec 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 Québec Court to approve the Settlement Agreement, the Class Counsel Fees and Disbursements, and the Distribution Protocol, described in further detail below at Section XII.
27. As soon as practical after the BC Notice Approval Order is issued, the BC Plaintiff shall file a BC Application for Settlement Approval pursuant to section 35 of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50. That application shall, among other things, ask the BC Court to approve the Settlement Agreement, the Class Counsel Fees and Disbursements, and the Distribution Protocol, described in further detail below at Section XII.
28. The Parties agree to take all actions and steps reasonably necessary to obtain Approval Orders from the Courts and to fully implement and effectuate this Settlement Agreement.
29. The Parties agree that the sequence of the BC Settlement Approval Hearing and the Québec Settlement Approval Hearing will be based on the availability of the Courts.
30. Any order, ruling or determination made by the Courts 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.

#### **XI. SETTLEMENT CLAIMS PROCESS AND ADMINISTRATION**

31. **Settlement Claims Process.** The Plaintiffs will seek approval from the Courts 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 Courts, as set out in **Schedule D**:

- (a) **Step 1:** As soon as practicable, the Claims Administrator will launch a page on the Settlement Website in both English and French through which Settlement Claims can be submitted electronically. Settlement 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:** Settlement 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 Courts. 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 make an initial determination as to whether individual Settlement Claims are valid under the terms of this Settlement Agreement, as further set out in **Schedule D**. However, any determination made by the Claims Administrator can be subject to review and final approval by the Court, which retains complete and final authority to determine whether individual Settlement 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 Settlement Claim, which shall be paid after the Effective Date.
32. **Claims Administrator.** The Claims Administrator shall be responsible for overseeing the implementation and administration of the Settlement Claims process, including validation of eligibility and approval of payments to Settlement Class Members. The reasonable and necessary Claims Administration Costs will be paid out of the Settlement Amount and not in addition thereto.
33. **The Courts' Ongoing and Exclusive Jurisdiction.** Nothing in this Settlement Agreement undermines the Courts' ongoing jurisdiction to supervise the implementation and administration of the Settlement Claims process.

## **XII. DISTRIBUTION PROTOCOL**

34. The Plaintiffs will seek approval from the Courts of a Distribution Protocol consistent with the following:
- (a) **Future Credit Monitoring Expenses.** Aside from and in addition to their valid Claim for Substantiated Losses, Settlement Class Members may also submit a claim for reimbursement of Future Credit Monitoring Expenses, in accordance with **Schedule D** – Notice Program and Distribution Protocol and **Schedule E** – Claims Form. To qualify for reimbursement of Future Credit Monitoring Expenses, Settlement Class Members must satisfy the following criteria: (i) they must have subscribed for and/or paid for identity theft protection and/or credit monitoring services at any time during the Settlement Claims Period and up until the date that they submit their Settlement Claim Form; (ii) they must have completed and

submitted the Settlement Claim Form; (iii) they must have confirmed that their purchase or maintaining of the identity theft protection and/or credit monitoring services was in connection with at least one of the Data Incident(s), by checking the appropriate box on the Settlement Claim Form; and (iv) they must have submitted supporting documentation demonstrating their subscription for and/or payment for identity theft protection and/or credit monitoring services. Such documentation may include, but is not limited to, receipts, invoices, credit card statements, or other records evidencing the purchase and payment of these services. For greater clarity, MGM will reimburse Future Credit Monitoring Expenses incurred by Settlement Class Members only for identity theft protection and/or credit monitoring services for a period of up to **one (1) year** from the date the Settlement Class Member submits their Settlement Claim Form, which services may also include coverage for fraud and identity theft insurance.

- (b) **Substantiated Losses.** For Settlement Class Members presenting a valid Claim for Substantiated Losses as per **Schedule D** – Notice Program and Distribution Protocol and **Schedule E** – Claims Form, the Monetary Benefit for each Settlement Class Member may be approved by the Claims Administrator for an amount not higher than CAD \$20,000.00. Settlement Class Members presenting a Claim for Substantiated Losses will also be included in either the First Group or the Second Group as detailed below, regardless of the determination of their Claim for Substantiated Losses.
- (c) **Unsubstantiated Losses.** Each Settlement Class Member presenting a valid Claim without substantiated documents as per **Schedule D** – Notice Program and Distribution Protocol and **Schedule E** – Claims Form, will be eligible to receive the following Monetary Benefits:
- (i) Settlement Class Members who are part of either the 2019 Class Actions or the 2023 Class Action may claim CAD \$150 each (the “**First Group**”);
  - (ii) Settlement Class Members who are part of both the 2019 Class Actions and the 2023 Class Action may claim CAD \$300 each (the “**Second Group**”);
  - (iii) The Claims Administrator will calculate the amounts payable for approved Claims of Monetary Benefits for Substantiated Losses, approved Claims for Future Credit Monitoring Expenses and approved Claims for Monetary Benefits for Unsubstantiated Losses. If funds remain after the payment of 100% of all approved Claims of Monetary Benefits for Substantiated Losses and approved Claims for Future Credit Monitoring Expenses, the Claims Administrator will proportionally increase the Monetary Benefits for Unsubstantiated Losses as follows: members of the First Group will receive a proportional increase of their payment, up to a maximum of CAD \$500 each, and members of the Second Group will receive a proportional increase up to a maximum of CAD \$1,000 each. For greater certainty, no residual funds shall be used to increase payments for Substantiated Losses or for Future Credit Monitoring Expenses. The Claims Administrator will proceed with a single payment for each Settlement Class Member, such payment containing the total of approved Monetary Benefits for Substantiated Losses, approved Future Credit Monitoring Expenses and

approved Monetary Benefits for Unsubstantiated Losses for said Class Member.

(d) **Pro Rata Adjustments.** In the event that the aggregate value of valid Claims for reimbursement of Future Credit Monitoring Expenses and Monetary Benefits exceeds the remaining funds available from the Settlement Amount after deduction of Class Counsel Fees and Disbursements and the Claims Administration Costs, payments shall be made in the following order, with reductions applied on a proportional, *pro rata* basis within each category as necessary:

- (i) Monetary Benefits for Substantiated Losses, subject to the exclusion of any Monetary Benefit awarded for Class Representatives' Personal Claims (which shall not be reduced);
- (ii) Reimbursement of Future Credit Monitoring Expenses; and
- (iii) Monetary Benefits for Unsubstantiated Losses.

For greater clarity, the Claims Administrator shall calculate and apply any required pro rata reductions as follows:

- (i) **Substantiated Losses:** The Claims Administrator shall first calculate the total amount of approved Monetary Benefits for Substantiated Losses. If the remaining funds are insufficient to fully satisfy this total, a uniform percentage reduction shall be applied to all approved Substantiated Losses, except for any Monetary Benefit awarded for Class Representatives' Personal Claims, which shall not be reduced.
- (ii) **Future Credit Monitoring Expenses:** From the remaining funds, the Claims Administrator shall calculate the total amount of approved reimbursements for Future Credit Monitoring Expenses. If the remaining funds are insufficient to fully satisfy this total, a uniform percentage reduction shall be applied to all approved reimbursements for Future Credit Monitoring Expenses.
- (iii) **Unsubstantiated Losses:** From any funds still remaining, the Claims Administrator shall calculate the total amount of approved Monetary Benefits for Unsubstantiated Losses. If the remaining funds are insufficient to fully satisfy this total, a uniform percentage reduction shall be applied to all approved Unsubstantiated Losses.

For further clarity, the total payments made under this Settlement shall not exceed the Settlement Amount.

(e) **Residual Balance.** In the event that the value of the aggregate of the Class Counsel Fees and Disbursements, the Claims Administration Costs, the reimbursement of Future Credit Monitoring Expenses and the value of the Monetary Benefits (arising from a valid substantiated or unsubstantiated losses Claim) is less than the remaining funds available from the Settlement Amount, and after the *Fonds d'aide aux actions collectives* is paid its levy on the portion of the Settlement Class that consists of Québec residents (in this regard, MGM has

determined that 8.4% of the Settlement Class are residents of the Province of Quebec), any remaining balance from the Settlement Amount, if any, may be distributed in equal parts to Chai Lifeline Canada, the Jewish General Hospital, and *L'Institut du Cancer de Montréal* (or subsidiarily to another charitable organization agreed to by the Parties and approved by the Courts).

- (f) **US Settlement.** If a Settlement Class Member has made a claim in the US Settlement and is compensated via the US Settlement, but can demonstrate through the claims process that they are a Canadian resident and were mistakenly included on the list of the US Settlement, they will be counted as part of the Canadian Class Actions but deemed to have already received compensation. In the event that the Distribution Protocol entitles such Canadian Class Member to an amount that exceeds the amount obtained by that individual through the US Settlement, the balance will be provided to the said individual. If the individual received more in the context of the US Settlement, that individual will not be asked to reimburse the difference. In any such situations, any amounts or benefits paid via the US Settlement to any Canadian Class Members will not be deducted from the Settlement Amount herein. MGM agrees that the claims administrator in the US Settlement may provide all relevant information about such claims to the Claims Administrator and Class Counsel in the present Settlement.

### **XIII. CLASS COUNSEL FEES AND DISBURSEMENTS**

35. MGM will not contest the Class Counsel Fees and Disbursements in the Class Actions. MGM agrees to said amounts, all of which will come out of the Settlement Amount and not be in addition thereto.
36. MGM will not object to Class Counsel's motion/application for the approval of Class Counsel Fees and Disbursements.
37. BC Class Counsel may seek the BC Court's approval of the Class Counsel Fees and Disbursements contemporaneously with the BC Application for Settlement Approval.
38. Québec Class Counsel may seek the Québec Court's approval of the Class Counsel Fees and Disbursements contemporaneously with the Québec Application for Settlement Approval.
39. Any order, ruling or determination made by the BC Court or the Québec Court with respect to Class Counsel Fees and Disbursements shall not be grounds for nullity or termination of the Settlement Agreement. The Class Counsel Fees and Disbursements will be paid from the Settlement Amount within 5 days following the Effective Date.

### **XIV. AGREEMENT TO COOPERATE TO EFFECTUATE SETTLEMENT**

40. The Parties and their respective counsel will cooperate with each other, act in good faith, and use their best efforts to effectuate the implementation of this Settlement Agreement. In the event the Parties are unable to reach agreement on the proposed form or content of the Notices, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Courts to resolve such disagreement.

41. The Parties further agree to make all reasonable efforts to ensure the timely and expeditious administration and implementation of this Settlement Agreement and to minimize the costs and expenses incurred therein.

#### **XV. MODIFICATION OR TERMINATION OF THE SETTLEMENT AGREEMENT**

42. The terms and provisions of this Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Courts; provided, however, that after entry of the Settlement Approval Orders, 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 Settlement Class or approval by the Courts if such changes are consistent with the Settlement Approval Orders and do not limit the rights of Settlement Class Members under this Settlement Agreement.
43. If either of the Courts for any reason does not approve the Settlement, or if either of the Courts issues an order that modifies or excludes any material part of the Settlement Agreement, including the Releases contained therein, or if any of the Approval Orders issued by the BC Court or the Québec Court (with the exception of any provision of the Approval Orders relating to Class Counsel Fees) 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 Courts or a reviewing court take any action to expand, impair, or reduce the scope or effectiveness of the Release set forth in Section VII or to impose greater financial or other burdens on MGM than those contemplated in this Settlement Agreement, then MGM shall have the option of terminating this Settlement Agreement.
44. 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 Actions 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 certification or authorization of the 2019 BC Action and the 2023 Québec Action rendered by the Courts and any rights under such judgments. 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 Actions.
45. In the event of a termination, all reasonable and necessary costs incurred by the Claims Administrator in connection with the implementation of this Settlement Agreement up until its termination shall be paid by MGM. MGM shall not have any additional responsibility for any payments to the Claims Administrator. If termination occurs, the Plaintiffs and Class Counsel will not be responsible for the payment of any portion of the Claims Administrator's costs or disbursements whatsoever (including notice related costs).
46. If an option to withdraw from and terminate this Settlement Agreement arises under Sections V(13) or XV(43) above, MGM is not required for any reason or under any circumstance to exercise that option and any exercise of that option shall be in good faith.
47. If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of Clauses 44, 45, and 56 survive the termination and continue in full force and effect.

#### **XVI. REPRESENTATIONS AND WARRANTIES**

48. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement. 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.
49. The Plaintiffs represent that they: (1) have agreed to serve as representatives of the Settlement Class already authorized or proposed to be certified or authorized herein; (2) are willing, able, and ready to perform all of the duties and obligations of representatives of the Settlement Class; (3) have read the pleadings in the Class Actions, including the BC Notice of Civil Claim and the Québec Applications to Institute a Class Action, or have had the contents of such pleadings described to them; (4) have consulted with Class Counsel about the obligations imposed on representatives of the Settlement Class; and (5); shall remain and serve as representatives of the Settlement Class until the terms of this Settlement Agreement are effectuated, this Settlement Agreement is terminated in accordance with its terms, or the Courts at any time determine that said Plaintiffs cannot represent the Settlement Class.
50. The Parties acknowledge and agree that no opinion concerning the tax consequences of the Settlement to Settlement 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 Settlement Class Member as the provision of tax advice. Each Settlement Class Member's tax consequences or liabilities, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that each Settlement Class Member's federal, provincial or foreign tax consequences or liabilities may vary depending on the particular circumstances of each individual Settlement Class Member.
51. The Settlement Class Members, including the Plaintiffs, shall hold MGM and MGM's counsel harmless from any federal, provincial or foreign tax assessments, interest, and/or penalties that result for any amounts paid or benefits provided under this Agreement, and MGM shall not be liable for the payment of any additional amounts now or in the future for any amount related to a Settlement Class Member's tax consequence.

## **XVII. GENERAL MATTERS AND RESERVATIONS**

52. Upon the occurrence of the Effective Date, this Settlement Agreement will be binding upon, and inure to the benefit of, the successors, heirs, transferees, and assigns of MGM, the Plaintiffs, and the Settlement Class Members.
53. The Parties agree and acknowledge that (1) no government or governmental entity is a party to the Class Actions or to this Settlement Agreement, but such entities are not excluded from the Settlement Class; (2) each Party is entering into this Settlement Agreement of its own volition, and no Party is entering into this Settlement Agreement at the direction of a government or governmental entity, or otherwise compelled by a government or governmental entity to do so; and (3) the payments made to Settlement Class Members under this Settlement Agreement are for the purpose of settling claims for restitution, compensation or/and remediation for harm or damage alleged in the Class Actions.

54. MGM's responsibility to pay the Settlement Amount is and shall be contingent upon each of the following:
  - (a) Entry by the Courts of the Settlement Approval Orders;
  - (b) The occurrence of the Effective Date; and
  - (c) The satisfaction of any other conditions set forth in this Settlement Agreement.
55. 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 respective Courts. However, this Section shall not prevent MGM, at its sole discretion and without approval of form or content from the Plaintiffs 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.
56. The Plaintiffs 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 Actions. For avoidance of doubt, and in the interest of working in good faith towards resolution of the Class Actions 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 MGM in other jurisdictions.
57. 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 with regard to the 2019 Québec Class Action, the 2023 Class Action and the 2019 Québec Settlement Class and 2023 Settlement Class before the Québec Court.
58. Notwithstanding Clause 57, for matters relating specifically to the BC Class Action or the BC Court, as applicable, the laws in force in the Province of British Columbia shall apply.
59. 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 Courts, 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.

60. The Parties reserve the right, subject to the Courts' approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.
61. The Settlement Class, Plaintiffs, Class Counsel, MGM, and/or MGM's 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.
62. 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.
63. The Parties agree that this Settlement Agreement was reached voluntarily after consultation with competent legal counsel and arm's-length settlement negotiations.
64. 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.
65. Any of the Released Parties may file this Settlement Agreement and/or the Settlement Approval Orders 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.
66. 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.
67. 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.
68. 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.
69. The Parties, their successors and assigns, and their counsel agree to cooperate fully with one another in seeking the Courts' approval of this Settlement Agreement and to use their best efforts to implement this Settlement Agreement.

70. This Settlement Agreement may be signed with an electronic or facsimile signature and in counterparts, each of which shall constitute a duplicate original.
71. This Settlement Agreement shall be effective upon its execution by the Plaintiffs, Class Counsel, MGM, and MGM's Counsel, except for those provisions that require the Courts' approval to be effective, and those provisions shall become effective upon their approval by the Courts.
72. This Settlement Agreement constitutes a transaction within the meaning of articles 2631 and following of the *Civil Code of Québec*.
73. 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 MGM's Counsel on behalf of MGM, and Class Counsel, on behalf of the Plaintiffs and Settlement 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 Courts before it becomes effective.
74. 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 Settlement Class Members, which is provided at **Schedule F**.
75. In the event of a discrepancy between the Settlement Agreement, including all supporting documentation, and their French translations, the English versions will prevail.