

Schedule "A"

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

SUPERIOR COURT
(Class action)

No.: 500-06-001015-193

YOUVAL BENABOU

Plaintiff

v.

STOCKX LLC

Defendant

Distribution Protocol

I. PREAMBLE

- A. WHEREAS** on August 12, 2019, Plaintiff filed an Application for Authorization to Institute a Class Action (the "**Application for Authorization**") against StockX LLC ("**StockX**") and to ascribe Mr. Youval Benabou as Representative Plaintiff;
- B. WHEREAS** the parties have entered into an agreement for the settlement of the Class Action against StockX ("**Settlement Agreement**");
- C. WHEREAS** the Settlement Agreement provides that the parties will consent to the authorization of the Class Action, only for the purpose of settlement, and will petition the Superior Court of Quebec for approval of the Settlement Agreement;
- D. WHEREAS** pursuant to the Settlement Agreement, StockX may have to compensate certain Settlement Class Members for substantiated costs, losses and/or unreimbursed expenses Settlement Class Members can establish, with reasonable documentation, were caused by the Data Breach and/or incurred as a result of the Data Breach or the receipt of the StockX Notices, as more fully detailed herein.

II. DEFINITIONS

1. The following terms are defined for the purposes of this Distribution Protocol only, including the Preamble. Any undefined term capitalized herein has the meaning ascribed to it in the Settlement Agreement:

"**Approval Judgment**" or "**Approval Order**" means the order or judgment from the Superior Court of Quebec approving the Settlement Agreement including this Distribution Protocol;

“Approval Notice” means the English and French notice of the Approval Orders published and disseminated to Settlement Class Members, substantially in a form to be approved by the Court in the Class Action;

“Arbitrator” means Me Steve McInnes, the arbitrator jointly appointed by the parties.

“Cap” means the maximum amount to be paid by StockX for all Settlement Class Member claims which is set at \$130,000 CAD (including the pre-approved Representative Plaintiffs claim). Excluded from the Cap are the Class Counsel Fees, the expenses relating to the Notices, the Arbitrator’s fees and disbursements, and the Claims Administrator’s fees, costs and disbursements, which are to be paid by StockX over and above the Cap. Also excluded from the Cap are any and all payments to be made by StockX to TransUnion pursuant to the Settlement;

“Claim Form” means the document that Settlement Class Members must complete and submit, along with the required supporting documentation, if applicable, in order to claim compensation under the Settlement Agreement, as set out in Schedule “D” to the Settlement Agreement;

“Claimant” means a Settlement Class Member who has submitted a Claim Form as set forth herein;

“Claims Administrator” or **“Settlement Administrator”** means the accounting and business advisory firm of MNP Ltd, or any other administrator designated by the Court, the entity responsible for implementing and managing the claims process described herein;

“Claims Deadline” means the time marking the end of the Claims Period at which no Claim Form or any other claim whatsoever will be received by the Claims Administrator, to be set at 11:59:00 p.m. EST on the date falling 90 days after the Approval Notice is disseminated by emails to Settlement Class Members, or any other date and time to be determined by the Superior Court in the Approval Judgment. Paper Claim Forms must be postmarked before the Claims Deadline;

“Claims Period” means the period during which Settlement Class Members must submit a claim in order to receive a benefit further to the Settlement Agreement. The period begins on the day the Approval Notice is disseminated by emails to the Settlement Class Members and ends on the Claims Deadline;

“Settlement Class Members” means all persons in Canada, including their estates, executors or personal representatives, whose personal information was provided to StockX and was subsequently compromised and/or stolen from StockX as a result of the Data Breach that occurred on or before May 14, 2019;

“Pre-Approval Notice” means the notice that advises Settlement Class Members of the authorization of the Class Action for settlement purposes and of the upcoming Approval Hearing of the Settlement Agreement, pursuant to Art. 590 of the Code of Civil Procedure, in its detailed version (**“Long Form Notice”**) (Schedule “C”) and summary version (**“Short Form Notice”**) (Schedule “B”);

“Settlement Agreement” means the settlement agreement signed by the parties;

“Settlement Website” means the dedicated bilingual website put online and maintained by the Claims Administrator;

“Substantiated Losses” means losses, costs and/or unreimbursed expenses which were caused by the Data Breach and/or incurred as a result of the Data Breach or the receipt of the StockX Notices, for which a Settlement Class Member submits reasonable documentation (documentation acceptable to the Claims Administrator at its discretion).

III. PUBLICATION OF NOTICE AND CLAIM FORM

2. The Preamble and Definitions form an integral part of this Distribution Protocol.
3. This Distribution Protocol will only become effective once it is approved by the Superior Court of Quebec together with the Settlement Agreement. If it is not approved, it will become null and void and will not generate any rights or obligations either for the Parties or the Settlement Class Members.
4. The Claim Form will be made available on a dedicated bilingual website put online and maintained by the Claims Administrator (the Settlement Website), and must be completed either directly online or printed and mailed to the Claims Administrator.
5. The Claims Administrator will, on behalf of the parties, issue a joint press release in both French and English, in substantially the form of the Short Form Notice as agreed upon by the Parties. Said bilingual joint press release will be published on www.newswire.ca.
6. Upon receiving the required information from StockX, the Claims Administrator will send the Long Form Notice, in both French and English, by email to the putative Settlement Class Members and any person who registers or registered with Class Counsel.
7. The Long Form Notice will be made available on Class Counsel’s firm website (www.lexgroup.ca) and on the Settlement Website.
8. No other form or means of publicizing the Notices shall be required pursuant to the Settlement Agreement, unless ordered by the Court.
9. Class Counsel will be entitled to post the Settlement Agreement and its Schedules, including other related proceedings or judgments on its firm website.
10. The Claims Administrator will create and maintain a Settlement Website that allows users to request hard copies of the Long Form Notice and/or make a claim online or by mail.
11. The Claims Administrator will establish and maintain a bilingual toll-free interactive voice response system to service Settlement Class Members calling as a result of seeing the Notices. Should Settlement Class Members wish to speak to a live agent, the Claims Administrator will ensure that this service is available in both French and English.

IV. DISTRIBUTION PROCESS

12. In order to be eligible for a reimbursement, a Claimant will have to have submitted a Claim Form received online by the Claims Administrator or postmarked and mailed to the Claims Administrator before the Claims Deadline. The Claim Form shall be the only accepted means of submitting a claim to the Claims Administrator.
13. Online Claim Forms received by the Claims Administrator after the Claims Deadline and/or Claim Forms submitted in paper form and sent to the Claims Administrator by mail but postmarked after the Claims Deadline shall not be eligible for evaluation or approval.

A. Documentary Supported Claims

14. Settlement Class Members who submit a valid Claim Form and reasonable documentation acceptable to the Claims Administrator (at its discretion) are eligible for reimbursement of their Substantiated Losses.
15. Reasonable documentation of Substantiated Losses is objective proof of losses caused by the Data Breach (acceptable to the Claims Administration, at its discretion), such as without limitation, invoices, receipts, statements, etc., that reflect such losses or costs were caused by or the result of the Data Breach or the effects of the Data Breach or incurred as a result of the Data Breach or the receipt of the StockX Notices (including without limitation losses or costs related to fraud or identity theft). Substantiated Losses cannot be documented solely by a personal declaration or affidavit from the Claimant.
16. Documentary Supported Claims of Substantiated Losses will be paid to Settlement Class Members. Should the total amounts claimed exceed the Cap, the Documentary Supported Claims will be reduced on a pro-rata basis, except for the pre-approved claim of the Representative Plaintiff, Mr. Youval Benabou.

B. Claim Form

17. The Claim Form is an integral part of the settlement documentation as Schedule "D" to the Settlement Agreement. Settlement Class Members who choose to submit a Documentary Supported Claim must complete the Claim Form, including signing and dating the Claim Form, and submit reasonable documentation as specified in the Claim Form.

V. CLAIM VALIDATION PROCESS

18. All Claim Forms must be submitted to the Claims Administrator in the manner and by the deadline specified in the Claim Form.

A. Documentary Supported Claims

19. The Claims Administrator, in its sole discretion to be reasonably exercised, will evaluate Documentary Supported Claims to determine whether: a) the Claimant is a Settlement Class Member; b) the Claim Form is complete and accurate; c) the Settlement Class Member signed the Claim Form as required; d) the Claimant provided the information needed to evaluate the Claim Form; and e) the information and documentation submitted, which if deemed to be true, could lead a reasonable person to believe that the Claimant has suffered Substantiated Losses caused by the Data Breach.

20. The Claims Administrator, in its discretion to be reasonably exercised and based on the documentation submitted with the Claim Form, will determine and approve the amount of Substantiated Losses for Documentary Support Claims. The Claims Administrator's decision will be final, subject to the dispute resolution process set out below.

VI. DISPUTE RESOLUTION FOR ALL CLAIMS

21. If the Claims Administrator determines that the Substantiated Losses are less than the amount requested by the Claimant or if the Claims Administrator determines that the claim should be rejected in its entirety, the Claims Administrator will communicate the determination to the claimant by email to the email address identified in the Claim Form (or a mailing address for those who do not have an email address).
22. Each recipient of these determination notices will have 10 business days from receipt of this notice to respond to the Claims Administrator by reply email (or regular mail for those who do not have an email address) by stating whether he or she accepts or rejects the Claims Administrator's determination.
23. If the Claimant rejects the determination, the Claims Administrator will have 10 business days to reconsider the original determination, make a final determination, and communicate the final determination to the Claimant by email (or regular mail for those who do not have an email address). The Claimant will have 10 business days to reply back to the Claims Administrator to accept or reject the final determination.
24. If the Claimant approves the final determination or fails to send a timely response to any communication from the Claims Administrator, then the approved amount will be the amount to be paid and/or the rejection of the claim will become final. If the final determination is timely rejected by the Claimant, then the dispute will be resolved in accordance with the procedures set out below.
25. After receipt of the Claimant's rejection of the final determination, the Claims Administrator will provide Class Counsel and StockX's Counsel (together "**Counsel**") with a copy of the Claim Form and documentation submitted by the Claimant, and the communications between the Claims Administrator and the Claimant (the "**Claim File**").
26. Counsel will confer regarding the claimed amount of Substantiated Losses.
27. If Counsel agree that the Claimant is entitled to the amount of Substantiated Losses requested on the Claim Form, their determination will be final. Counsel will inform the Claims Administrator of their determination by email, and the Claims Administrator will provide notice of the decision to the Claimant.
28. If Counsel agree on the amount to which the Claimant is entitled, this decision will be final.
29. If Counsel cannot agree on the amount of Substantiated Losses or if Counsel agree with the Claims Administrator's final determination, they will notify the Claims Administrator by email and the dispute will be submitted to an Arbitrator to make final and non-appealable decisions about disputed claims pursuant to the appeal process set out below.

VII. APPEAL PROCESS FOR ALL CLAIMS

- 30.** If the final determination made by the Claims Administrator is timely rejected by the Claimant and if Counsel do not agree on the amount to which the Claimant is entitled, then the dispute will be submitted to an arbitrator designated by Counsel.
- 31.** The Arbitrator will evaluate the Claimant's claim and will make a decision solely on the basis of the Claim Form and the documentation submitted therewith, without a formal hearing with the Claimant.
- 32.** The Arbitrator's decision will be final and binding on all parties, and will not be appealable in any form before any Courts in Canada or in any other country or state.
- 33.** The Arbitrator's professional fees and all expenses associated with their work, excluding professional fees of Counsel or the Claimant's attorney, will be paid by StockX as forming part of the administration costs set out in the Settlement Agreement (these costs are not included in the Cap).

VIII. CALCULATION REGARDING PAYMENT TO SETTLEMENT CLASS MEMBERS

- 34.** The Claims Administrator will calculate the amount payable to Settlement Class Members who presented valid Documentary Supported Claims up to an aggregate maximum of \$130,000 CAD for all Settlement Class Members.
- 35.** Should the total amount payable to Settlement Class Members who presented valid Documentary Supported Claims exceed the Cap of \$130,000, their claims will be reduced on a *pro-rata* basis, except for the claim of the Representative Plaintiff, Mr. Youval Benabou.
- 36.** Should the total amount payable to Settlement Class Members who presented valid Documentary Support Claims be equal or less than \$130,000, the balance, if any, will not be paid in any form as part of the Settlement Agreement and will not be owed by StockX to any parties or person.
- 37.** The pre-approved claim of Settlement Class Representative is included and deducted from the Cap.

IX. PAYMENT

- 38.** Thirty (30) days following the latter of (i) the Claims Deadline, (ii) the end of the dispute resolution of claims process, or (iii) the end of the appeal / arbitration process of claims, the Claims Administrator will provide StockX and Class Counsel with the details of the amounts payable to the Settlement Class Members.
- 39.** All Claims will be reduced by the required percentage payable by law to the Fonds d'aide aux actions collectives.
- 40.** The Claims Administrator can mail a cheque for the reimbursements of Substantiated Losses payable to the Settlement Class Members although it will favor making payments electronically, if acceptable to the Claimant.

41. Since the Fonds d'aide aux actions collectives will have already received its required percentage of any valid and accepted Claims (whether paid electronically or by cheque), any cheques issued to Claimants under the Settlement will remain valid for six (6) months from their issuance, following which they will be considered stale-dated and will be cancelled by the Claims Administrator (and said cheques will not be reissued). This will be mentioned in the Approval Notice and on the Settlement Website. The total amount of said canceled cheques will be paid to Chai Lifeline (Canada) Inc. as a charitable donation.
42. The Claims Administrator will file a final administration report to the Court, in accordance with Section 59 of the *Règlement de la Cour supérieure du Québec en matière civile*, within sixty (60) days from the payments, which report will be provided to StockX's Counsel, the Fonds, and Class Counsel.

X. CLAIMS ADMINISTRATOR

43. The Claims Administrator will be responsible for implementing and managing the claims process detailed hereinabove.
44. All written communications from the Settlement Class Members to the Claims Administrator should be sent to the Claims Administrator at the following address:

MNP Ltd c/o R Anderson
1500, 640 - 5th Avenue SW
Calgary, AB, T2P 3G4

45. StockX will be solely responsible for any and all costs or disbursements or expenses associated with the mandate of the Claims Administrator and the publication of Notices (these amounts are not included in the Cap).