C A N A D A

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

S U P E R I O R C O U R T
(Class Action Division)

No: 500-06-000615-126

MAXIME BELLEY

Representative Plaintiff

v.

TD AUTO FINANCE SERVICES INC./SERVICES DE FINANCEMENT AUTO TD INC.

Defendant

SETTLEMENT AGREEMENT, TRANSACTION AND MUTUAL RELEASE
Art. 590 C.C.P. and Art. 2631 C.C.Q.

WHEREAS, on March 27, 2008, DaimlerChrysler Financial Services Canada Inc. ("**DCFS**") issued a letter, by regular mail, to the Class Members, stating that one of its Data Tapes containing some of their customer information ("**Data Tape**") had been destroyed or lost in transit on or around March 12, 2008 (**"Data Tape Incident"**).

WHEREAS on January 1, 2009, DCFS changed its name to Chrysler Financial Services Canada Inc.

WHEREAS on April 1, 2011, the TD Bank purchased Chrysler Financial Services Canada Inc.

WHEREAS on June 1, 2011, Chrysler Financial Services Canada Inc. changed its name to TD Auto Finance Services Inc.

WHEREAS on May 22, 2012, Class Plaintiff Mr. Maxime Belley filed a Motion for Authorization to Institute a Class Action against TD Auto in respect of various alleged damages purportedly stemming from the Data Tape Incident and DCFS' inadequate data security measures.

WHEREAS, on January 19, 2015, the Honorable Justice Louis Lacoursière of the Superior Court of Québec granted this Motion and authorized class action proceedings on behalf of "all persons in Canada whose personal information was stored or saved on a Data Tape which was lost by TD Auto Finance Services while in transit on or about March 12, 2008" (the "**Class Action**").

WHEREAS notice of the authorization decision was disseminated to the Class Members in February 2016 pursuant to a comprehensive notice plan approved by this Honorable Court.

WHEREAS following the notice plan no class Member chose to opt out of the present Class Action.

WHEREAS on December 23, 2016, Class Plaintiff filed his Originating Application to Institute Class Action Proceedings in the context of the Class Action.

WHEREAS TD Auto denies the allegations of the Class Action and, further, denies any wrongdoing or liability of any kind with respect to the claims asserted therein.

WHEREAS this Agreement was entered into after extensive arm's length discussions and negotiations between the Class Plaintiff and TD Auto (the "**Parties**").

WHEREAS the Parties hereto and their counsel are thoroughly familiar with the factual and legal issues presented by their respective claims and defenses and recognize the uncertainties as to the ultimate outcome of the Class Action, and that any final result would require years of further complex litigation and substantial expense.

WHEREAS the Parties desire to compromise and settle all issues and claims that have been brought, or that could have been brought, against TD Auto in this Class Action.

WHEREAS the Parties hereto and their Counsel agree that the settlement contemplated by this Agreement is fair, equitable, reasonable, in the interest of the Class Members and an adequate resolution of the Class Action.

WHEREAS the Parties will seek the necessary Court approval to legitimize this Settlement Agreement in the manner hereinafter set forth.

NOW, THEREFORE, it is agreed, in consideration of the promises and mutual covenants set forth in this Agreement and the issuance by the Court of a definitive judgment approving this Settlement Agreement, that the Class Action be settled according to the terms and conditions hereinafter set forth, without costs (other than the fees which may be awarded through this Agreement).

1. PREAMBLE

The preamble and enclosed schedules form part of this Agreement, as though recited at length.

2. DEFINITIONS

In addition to the terms defined in the Preamble above, and as used in this Agreement, the terms set forth in this section in boldface type will have the following meanings:

2.1 "Agreement", "Settlement" or "Settlement Agreement" means the present settlement agreement including all schedules hereto.

2.2 "Capped Settlement Fund" means the non-reversionary settlement fund totaling a maximum of $175,000 which will be settled and paid for by TD Auto as of the Settlement Approval Order Date. Class Counsel Fees, administration fees and disbursements and Notice Plan fees and disbursements will be paid by TD Auto in addition to and over and above the Capped Settlement Fund.

2.3 "Claims Period" means the first 100 days following the date of the Settlement Approval Notice.

2.4 "Claims Form" means the form, available in French and in English, that Class Members must complete and submit in order to claim compensation under the Settlement Agreement, as set out in **Schedule A** hereto.

2.5 "Claims Administrator" means Epiq Systems Inc., the entity responsible for implementing and managing the claims process described herein, or

any other Administrator that the Parties and/or the Court may appoint.

2.6 "Class Action" means the class proceedings brought by Class Plaintiff against TD Auto before the Superior Court of Québec bearing File No. 500-06-000615-126.

2.7 "Class Counsel" means Lex Group Inc.

2.8 "Class Counsel Fees" means the amount of $150,000.00 plus GST and PST (calculated at the time of payment), as more fully detailed hereinbelow.

2.9 "Class Members" or "Class" means "all persons (including their estates, executors or personal representatives), consumers, corporations, firms, businesses and other organizations in all of Canada whose personal information was stored or saved on the Data Tape which was lost by DCFS while in transit on or about March 12, 2008".

2.10 "Class Plaintiff" means the Representative Plaintiff Mr. Maxime Belley or any other person named to replace him prior to the approval of this Settlement Agreement.

2.11 "Court" means The Honorable Louis Lacoursière, Judge of the Superior Court of Québec, or such other Judge to whom the Class Action is hereafter assigned.

2.12 "Lost Time" means time spent by Class Members dealing with any type of Substantiated Loss. Class Members who submit a Claim Form and supporting documentation of a Substantiated Loss will also be entitled to receive reimbursement for two (2) hours of Lost Time, calculated at a rate of $20 per hour, for each category of approved Substantiated Loss, the whole in addition to any approved compensation for the Substantiated Loss in question. No claim for lost time will be considered or paid without an associated and approved Substantiated Loss.

2.13 "Notice Plan" means the modes of dissemination of the present Settlement Agreement in accordance with the terms set forth in Section 9.1 hereof.

2.14 "Pre-Approval Notice" means the Notice of the Settlement Approval Hearing, in French and English, which will be substantially in the form of **Schedule B**.

2.15 "Pre-Approval Order" means the Order of the Court approving the Pre-Approval Notice and fixing a hearing date for the Settlement Approval Hearing.

2.16 "Released Claims" means any and all claims, demands, rights, liabilities and causes of action that the Class Plaintiff and any other Class Member had, has or may have against the Released Parties arising out of or in any way related to the claims asserted in the Class Action, as more fully set forth in Section 10.1 herein.

2.17 "Released Parties" means TD Auto and its indemnifier, CorePointe Group LLC, as well as their predecessors, successors, assigns, parent companies, directors, officers, shareholders, employees, agents, representatives, partners and insurers.

2.18 "Releasing Parties" means the Class Plaintiff and all other Class Members, as well as their respective predecessors, heirs, executors, assigns, affiliates, parent companies, as well as their respective directors, officers, shareholders, employees, representatives, agents, partners, successors and insurers.

2.19 "Settlement Approval Order" means the Court Order approving the Settlement Agreement.

2.20 "Settlement Approval Order Date" means the date on which the Settlement Approval Order becomes final, definitive and non-appealable.

2.21 "Settlement Approval Hearing" means the hearing to be held before the Court in order to seek the approval of this Agreement in its entirety.

2.22 "Settlement Approval Notice" means the Notice of Settlement Approval, which will be substantially in the form of **Schedule C**.

2.23 "Substantiated Claim(s)" means a Claim Form evidencing a Substantiated Loss which has been verified and approved by the Claims Administrator.

Reasonable documentation of Substantiated Losses is objective proof of losses caused by the Data Tape Incident, such as credit card statements, invoices, and receipts of out of pocket expenses incurred, as well as losses related to fraud or identity theft. Substantiated Claims cannot be documented based solely on a personal declaration or affidavit of a Class Member.

2.24 "Substantiated Loss(es)" means losses and/or expenses that were actually and directly caused or incurred as a result of the Data Tape Incident, including without limitation losses or expenses related to identity theft and/or fraud.

3. DENIAL OF ANY WRONGDOING AND LIABILITY

3.1 TD Auto denies the material factual allegations and legal claims asserted by the Class Plaintiff, including, but not limited to, any and all charges of wrongdoing or liability arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Class Action. That being said, the Class Plaintiff maintains that his claims, on his behalf and on behalf of the Class Members, are well founded.

4. THE BENEFITS OF SETTLEMENT

4.1 The Parties and their counsel recognize and acknowledge the expense, effort, and length of continued proceedings that would be necessary to prosecute the Class Action against TD Auto through trial and appeals. They also took into account the uncertain outcome and the risk of any litigation, especially in complex actions, as well as the difficulties, complexity and delays inherent to this Class Action. They are mindful of the inherent burdens of proof and possible defenses to the claims asserted in the Class Action. They believe that the proposed settlement confers substantial benefits upon the Class. These benefits also extend to a national class without the cost of duplicating mirror class proceedings in every other Canadian province. Based on their evaluation of all of these factors, the Parties and their counsel have determined that this Settlement in its entirety is in the best interests of the Class. Arms'-length settlement negotiations have taken place between the Parties, which have resulted in this Agreement, subject to Court approval.

5. SETTLEMENT CONSIDERATION

5.1 Settlement Fund. TD Auto will pay to the Claims Administrator the Capped Settlement Fund totaling $175,000 by no later than the Settlement Approval Order Date.

5.2 Substantiated Claims. Class Members who submit a timely Claim Form evidencing a Substantiated Loss will be eligible for the reimbursement of such loss from the Capped Settlement Fund following approval by the Claims Administrator. The evidence of Substantiated Losses must be objective, reliable and credible, such as credit card statements, invoices, and receipts of out of pocket expenses incurred. Substantiated Claims cannot be approved solely on the basis of a personal declaration or affidavit of a Class Member. If any portion of an approved claim is payable to the *Fonds d'aide aux actions collectives* (Quebec Class Action Assistance Fund) (hereinafter, the "**Fonds**"), it will be deducted therefrom by the Claims Administrator.

5.3 Substantiated Losses. Only Class Members' losses and/or expenses actually and directly caused by the Data Tape Incident will be approved by the Claims Administrator. Such losses and/or expenses include without limitation identity theft and/or fraud.

5.4 Lost Time. Settlement Class Members who submit an approved Substantiated Claim will also be entitled to receive the reimbursement for two (2) hours of Lost Time, calculated at a rate of $20 per hour, for each category of approved Substantiated Loss, the whole in addition to any approved compensation for the Substantiated Loss in question. A claim for Lost Time cannot be submitted without an associated, approved Substantiated Loss.

5.5 Unutilized Fund. If the Capped Settlement Fund is not fully utilized to compensate Substantiated Claims, then each approved claim will be proportionately increased up to a maximum of 100% (i.e. the maximum a Class Member can receive is twice the amount of his approved Substantiated Claim). If any payment cheque to any Class Member mentioned above is not negotiated within seven (7) months from the mailing of the said cheque by the Claims Administrator, said cheque will be

cancelled by the Claim Administrator and the Class Member in question will have no further claim to said amount. Thereafter, any balance then left over of the Capped Settlement Fund (the "**Balance**") will be donated to the charitable organization(s) chosen by Class Counsel, after any required deductions from the Balance owed to the Fonds, which will be retained and paid by the Claims Administrator.

5.6 Insufficient Fund. If the Capped Settlement Fund is insufficient to pay all approved Substantiated Claims, each approved claim will be proportionally reduced. Under no circumstances will the Released Parties or Releasing Parties, or their respective counsel, be liable for any Capped Settlement Fund insufficiency to pay approved Substantiated Claims.

5.7 Claims Period. The Claims Period will be limited to 100 days following the date of the Settlement Approval Notice.

5.8 Claim by Class Plaintiff. The Parties hereby agree that the Class Plaintiff's own individual claim has been pre-approved and settled for the amount of $5,000. This sum will also be paid by TD Auto to the Claims Administrator, over and above the Capped Settlement Fund, by no later than the Settlement Approval Order Date. For the avoidance of doubt, the Parties hereby confirm and agree that the Class Plaintiff's Settlement benefit of $5,000 will not be reduced in any way, except for the portion of said claim which must lawfully be paid to the Fonds, and that the Class Plaintiff is not required to submit a Claim Form or any documentation. The Claims Administrator will pay said Claim amount to the order of Maxime Belley within 10 days after the Settlement Approval Order Date.

6. SETTLEMENT ADMINISTRATION

6.1 Payment of Fees and Expenses Relating to the Claims Administration. As soon as the Pre-Approval Order is issued, TD Auto shall commence paying any and all reasonable expenses or costs incurred and invoiced by the Claims Administrator, up to a maximum of $75,000, for the creation of a Settlement Website and the exhaustive review, administration and payment of claims, as well as the orderly depletion of the fund, subject to the Orders of the Court. These total

administrative fees and costs will also be paid over and above the Capped Settlement Fund. Under no circumstances will the Class Plaintiff, the Class Members and/or Class Counsel be liable to pay for all or any portion of the fees, costs and disbursements of the Claims Administrator.

6.2 Responsibility and duties of the Claims Administrator. The dissemination of Pre-Approval Notice and Settlement Approval Notice to the Class Members shall be accomplished pursuant to the Notice Plan detailed at Clause 9.1. The Claims Administrator shall be responsible for, without limitation: (i) arranging for the dissemination and/or emailing of the said Notices, in both French and English, in the same form as set forth in Schedules B and C to this Agreement, pursuant to the Notice Plan; (ii) arranging for and maintaining a bilingual Settlement Website (http://www.•.com) within thirty (30) days of the Pre-Approval Order; (iii) ensuring a copy of this Agreement and its Schedules and Notices can be accessed and downloaded from the Settlement Website; (iv) ensuring a Claim Form, in both French and English, in the same form as the one submitted as Schedule A, can be accessed and downloaded from the Settlement website and that a Class Member may submit a claim online directly on the Settlement website; v) providing a copy of the Notices and/or Claim Form and/or Settlement Agreement and Schedules to any Class Member making such request and responding to all questions or concerns of Class Members, either in writing and/or over the telephone, in the language chosen/used by the Class Member, including without limitation requests to update contact information; (vi) establishing and managing a toll-free bilingual hotline for Class Members; (viii) pay from the Substantiated Claims and/or the Balance of the Capped Settlement Fund, if any, all amounts payable under this Agreement to the Fonds and/or the charitable organization(s) chosen by Class Counsel; (ix) preparing and issuing the final detailed administration and publication report and filing same with the Court, with copies sent to the Parties' respective counsel and the Fonds, and (x) fulfilling all other aspects required regarding the Notice Plan and/or this Agreement.

6.3 As a condition of its retention, the Claims Administrator must agree that (a) it will fulfill all responsibilities and duties assigned to it under the terms of this Agreement, and (b) the Parties and their counsel reserve all claims and rights for any

failure by the Claims Administrator to fulfill its responsibilities and duties. In no event shall the Parties or their counsel or the Released Parties have any liability for claims of wrongful or negligent conduct on the part of the Claims Administrator or its agents.

6.4 Confidentiality. The Claims Administrator (and any person retained by the Claims Administrator) shall sign a confidentiality agreement, which shall provide that the names, addresses and other information pertaining to Class Members provided by either TD Auto, Class Counsel, or by individual Class Members shall all be treated as confidential and shall be used only as required by this Agreement.

6.5 The Settlement Administrator shall:

(a) use personal information acquired as a result of this Agreement solely for purposes of evaluating and paying claims under this Agreement; and

(b) assign a manager to oversee the protection and appropriate management of personal information and review its internal system to manage the protection of personal information to ensure consistent performance and constant improvement; and

(c) take security countermeasures to prevent unauthorized access to personal information, and loss, destruction, falsification and leakage of personal information; and

(d) if outsourcing the handling of personal information, determine that outsourced companies take steps to ensure appropriate management of the information to prevent leaks of personal or confidential information, and prohibit re-use of information for other purposes; and

(e) respond immediately with appropriate measures when necessary to disclose, correct, stop using, or eliminate contents of information; and

(f) following the completion of the Claims Period and in compliance with all applicable retention laws, destroy all personal information obtained in connection with this settlement in a manner most likely to guarantee that such information cannot be obtained by unauthorized persons.

6.6 Verification of claims. The Claims Administrator must ensure that each Claim Form contains the reasonable and probable evidence of a Substantiated Loss before approving same. The Claims Administrator will notify Class Members who submit deficient claims by mail. The Class Member receiving such notice will be allowed thirty (30) days from the postmarked date on the notice, even if it exceeds the Claims Period, to submit materials to cure the deficiencies. The Claims Administrator will then make a final decision in respect of the admissibility of the claim and advise such Class Member accordingly.

6.7 Judicial Review of Denied Claims. A Judicial claim review process in respect of any decision of the Claims Administrator relating to a Substantiated Claim Form will be available at Class Counsel's discretion. All time and costs of Class Counsel related to this review will be assumed by Class Counsel. Subject to the fulfillment of Section 10.5 herein, TD Auto will not participate in any manner in the claims verification or review process and will have no obligation whatsoever in this regard.

Class Counsel is hereby expressly released from any and all liability with respect to such reviews, as will be confirmed by the Court in the Settlement Approval Order.

7. PRE-APPROVAL APPLICATION AND ORDER

7.1 Application for Pre-Approval Order. Following execution of this Settlement Agreement, the Class Plaintiff and TD Auto will jointly apply to the Court for a Pre-Approval Order.

7.2 The Pre-Approval Application will seek the following Orders from the

Court:

(a) Approve the Pre-Approval Notice annexed as **Schedule B** in both French and English;

(b) Approve and declare that the Notice Plan represents fair and reasonable notice to Class Members of the Settlement Approval hearing and the Settlement Agreement;

(c) Order the dissemination of the Pre-Approval Notice in accordance with the Notice Plan;

(d) Order that the Settlement Approval Hearing shall take place in a room and on a date to be determined in 2019 at 09:30 a.m. at the Montreal Courthouse located at 1, Notre-Dame St. East, Montreal, Quebec;

(e) Acknowledge that the Claims Administrator has been appointed by the Parties and is bound by the Court's jurisdiction for all matters related to the Settlement;

(f) Order TD Auto to pay for all fees, costs and disbursements of the Claims Administrator as and when required in accordance with and subject to the terms and capped amounts set forth herein;

(g) Order that under no circumstances will the Class Plaintiff, the Class Members and/or Class Counsel be liable to pay for all or any portion of the fees, costs and disbursements of the Claims Administrator and/or the fees, costs and disbursements related to the Notice Plan, and/or any translation costs, including if the Settlement Agreement is not ultimately approved by the Court.

8. APPROVAL OF THE SETTLEMENT

8.1 This Agreement in its entirety is conditional upon the Court's approval.

8.2 After the Pre-Approval Notice has been disseminated, the Class Plaintiff shall file and present an application for the approval of the Settlement Agreement.

8.3 The Settlement Approval Application will seek the following Orders from the Court:

(a) Declare that the Settlement Agreement is fair, equitable, reasonable, and in the best interests of Class Members;

(b) Approve the Settlement Agreement and order the Parties to comply therewith;

(c) Confirm the Claims Administrator's role in accordance with the Settlement Agreement;

(d) Approve the form and method of dissemination of the Settlement Approval Notice as set forth in Schedule C and Notice Plan;

(e) Approve the Claim Form as set forth in Schedule A in both French and English;

(f) Approve the Class Counsel Fees in accordance with the terms of this Settlement Agreement;

(g) Declare and Order that Class Counsel is expressly released from any and all liability with respect to the Judicial Review of Denied Claims process detailed at Section 6.7.

8.4 In the event that the Court does not approve the Settlement or does not issue the Approval Order, the Parties will be restored to the legal position they were in prior to the execution of the Settlement Agreement.

8.5 Notwithstanding the foregoing, Sections 14.2 to 14.6 shall survive the annulment of this Agreement.

9. NOTICE PLAN AND OBJECTIONS

9.1 Manner of Giving Notice to the Class. The Class Plaintiff will provide its updated list of registered Class Members with identified email addresses to the Claims Administrator, who will send the Pre-Approved Notice directly to these Class Members at their last known email address (in case of bounce-backs of any such emails sent, the Claims Administrator will resend the email up to two (2) additional times attempting to address the issue causing the bounce-back). The Claims Administrator will format and send the said email Notices in such a manner in order to reduce as much as possible the chances that said emails bounce-back or end up in the Junk or Spam folders. The Notice Plan will also include a joint bilingual national press release issued by the Claims Administrator on Canada Newswire which will mirror the contents of the Pre-Approval Notice. If the Settlement is approved, a joint bilingual national press release will also be issued by the Claims Administrator on Canada Newswire which will mirror the contents of the Settlement Approval Notice. Up to and until depletion of the cap detailed in clause 9.2 below, online notices will also be issued and maintained by the Claims Administrator by way of social media ads on Facebook, which will be posted from the date of the Pre-Approval Order until the Settlement Approval Order for the Pre-Approval Notice, and from the Settlement Approval Order until the end of the Claims Period for the Settlement Approval Notice. Neither of the Notices will be published in traditional newspapers given the extensive notice already issued to Class Members in this Class Action.

9.2 Payment of Expenses Relating to Notice Plan. As soon as the Pre-Approval Order is issued, TD Auto shall commence paying any and all reasonable expenses or costs associated with the Notice Plan, subject to a maximum total cap of $75,000 by no later than the Settlement Approval Order Date. This payment shall be made over and above the Capped Settlement Fund. Under no circumstances will the Class Plaintiff, the Class Members and/or Class Counsel be liable to pay for all or any portion of the fees, costs and disbursements of the Claims Administrator related to the

Notice Plan , including if the Settlement Agreement is not ultimately approved by the Court.

9.3 Procedure for Objecting. Unless otherwise authorized by the Court, any Class Member who intends to object to the fairness of this Agreement must do so in writing no later than fifteen (15) days prior to the Settlement Approval Hearing (hereinafter the "**Objection Date**"). The written objection must be served on Class Counsel no later than the Objection Date and must include (a) a heading which refers to the "Belley vs. TD Auto Finance Services Class Action" and Court number 500-06-000615-126; (b) the objector's name, address, telephone number(s), email address(es) and, if represented by counsel, the name, address, telephone number, fax number, and email address of counsel; (c) a statement whether the objector intends to appear at the Settlement Approval Hearing, either in person or through counsel; (d) a declaration that the objector considers himself/herself to be included in the Class; (e) a statement of the objection and the grounds supporting the objection; (f) copies of any papers, briefs, or other documents upon which the objection is based; (g) a declaration under the penalty of perjury that the foregoing information is true and correct and (h) the objector's signature. Any Class Member who files and serves a written objection, as described above, may appear at the Settlement Approval Hearing, either in person or through counsel retained at the said Class Member's expense, to object to any aspect of the fairness, reasonableness, or adequacy of this Agreement. All written objections received by Class Counsel will be copied to Counsel for TD Auto and the Court. Unless otherwise authorized by the Court, any Class Member who fails to comply with the above provisions shall waive and forfeit any and all rights he or she may have to appear separately and/or to object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and Judgments in the Class Action.

10. RELEASE OF CLAIMS

10.1 Release of Class Member Claims. As of the Settlement Approval Order 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, cross-claims, causes of action, rights, actions, suits, debts, damages, costs,

attorneys' fees, 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 Tape 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 arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Class Action, 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.

10.2 Release from the Claims Administration process. The Released Parties will also have no further duty, obligation or undertaking whatsoever in respect of the Notice Plan or the Claims Administration and review process as of the Settlement Approval Order Date.

10.3 Release of Claims of Class Plaintiff, other Class Members, and Class Counsel. As of the Settlement Approval Order Date, the Released Parties will be deemed to have completely released and forever discharged the Class Plaintiff, the other Class Members, and Class Counsel from and for any and all liabilities, claims, cross-claims, causes of action, rights, actions, suits, debts, damages, costs, attorneys' fees, 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, relating to the institution, prosecution, or settlement of the Class Action and relating to the institution and prosecution of the Court file bearing Court number 500-06-000431-086.

10.4 Future Suits. Upon approval of this Settlement Agreement by the Court, the Class Plaintiff and other Class Members who have not opted out shall irrevocably relinquish any right to prosecute any claim they have released in the preceding paragraphs 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 this

Agreement and shall not seek compensation from any party that could claim contribution from 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 Member who has not opted out.

10.5 Payments on behalf of TD Auto. The above Releases are conditional on TD Auto's payment of all sums set forth in Sections 5.1, 5.8, 6.1, 9.2 and 11.1 herein by no later than the Settlement Approval Order Date. The Releasing Parties expressly consent to these payments being made by CorePointe Group LLC on behalf of TD Auto.

11. CLASS COUNSEL FEES

11.1 Class Counsel Fees. Over and above the Capped Settlement Fund and subject to Court approval, TD Auto also agrees to pay the attorneys' fees, costs and expenses of Class Counsel in the amount of $150,000 plus GST and PST (taxes calculated at the date of payment). The Parties and their undersigned counsel hereby confirm that they consider this amount to be fair and reasonable in general and in light of the case history of this matter in particular. TD Auto will pay these Fees to the Claim Administrator by no later than the Settlement Approval Order Date. The Claim Administrator will in turn pay these Class Counsel Fees to Class Counsel within 10 days following the Settlement Approval Order Date.

11.2 Fonds d'aide aux actions collectives. Class Counsel shall reimburse, from the approved Class Counsel Fees, any amounts owed to the Fonds relating to this file.

11.3 No Additional Amounts Due. TD Auto shall not be liable for any additional attorneys' fees and expenses of Class Counsel or the Class Plaintiff in the Class Action.

12. PUBLICITY

12.1 In issuing public statements, including responding to any inquiries from the public media concerning the Class Action and/or the settlement of the

Class Action, the Class Plaintiff, Class Counsel, TD Auto, and Defendant's Counsel will limit their statements to promoting the virtues of the Settlement or other statements that comport with the Notices and the Agreement. Class Plaintiff and Class Counsel shall not engage in any conduct or make any statement, directly or indirectly, to the effect that the settlement of claims contemplated by this Agreement constitutes an admission of liability or an admission of the validity or accuracy of any of the allegations in the Class Action. However, nothing shall limit the ability of TD Auto or its successors to make such public disclosures as the securities laws require or to provide information about the settlement to government officials or its insurers/reinsurers.

13. NOTICES

Any communication, verification, or notice sent by any Party in connection with this Agreement shall be sent by email and/or facsimile as follows:

To Class Plaintiff:

David Assor
LEX GROUP INC.
4101 Sherbrooke Street West
Westmount, Québec H3Z 1A7

Email: davidassor@lexgroup.ca
Facsimile: 514-940-1605

To Defendant TD Auto:

Laurent Nahmiash
INF LLP
255 rue St-Jacques, 3rd Floor
Montréal, Québec H2Y 1M6

Email: lnahmiash@infavocats.com
Facsimile: 514-312-0292

14. MISCELLANEOUS

14.1 Entire Agreement. This Agreement, and its schedules, contains the entire agreement between the Parties and supersedes all prior understandings, agreements, or writings regarding the subject matter of this Agreement.

14.2 No Liability. This Agreement does not constitute, is not intended to constitute, and will not under any circumstances be deemed to constitute, an admission of wrongdoing or liability by any Party, such wrongdoing and liability being expressly denied, and no final adjudication having been made. The Parties have entered into the Agreement solely as a compromise of all claims for the purpose of concluding the disputes between them, and the Agreement may not be

used by any third party against any of the Parties. The entering into and carrying out of the Agreement, and any negotiations or proceedings related to it, shall not be construed as, or deemed evidence of, an admission or concession by any of the Parties or a waiver of any applicable statute of limitations (except as provided by law), and shall not be offered or received into evidence in any action or proceeding against any Party in any court, administrative agency or other tribunal for any purpose whatsoever.

14.3 The Class Plaintiff and Class Counsel hereby irrevocably acknowledge and agree that any and all information obtained from TD Auto in the course of the discussions between the Parties has been provided on a privileged and without prejudice basis.

14.4 All the terms and conditions of this Settlement Agreement will be kept confidential by the Parties until such time as this Settlement Agreement is divulged to the Court.

14.5 All the information exchanged between the Parties during their discussions and negotiations leading to the preparation and the execution of this Settlement Agreement will be kept confidential by them and shall not be disclosed to any third party whatsoever except to the extent such information subsequently becomes publicly available or unless so ordered by the Court.

14.6 All agreements made and orders entered during the course of the Class Action relating to the confidentiality of information will survive this Agreement.

14.7 Continuing judicial oversight. The Court shall retain continuing and exclusive jurisdiction over the Settlement Agreement and Class Members in respect of the administration and enforcement of the Settlement. Any disputes or controversies arising with respect to the interpretation, enforcement, or implementation of this Agreement must be made by application to the Court.

14.8 No liability for taxes. The Parties agree that TD Auto is in no way liable

for any taxes Class Plaintiff or Class Members may be required to pay as a result of the receipt of settlement benefits. No opinion concerning the tax consequences of the Agreement to any Class Member is given or will be given by the Parties or their respective counsel nor is any Party or their counsel providing any representation or guarantee respecting the tax consequences of the Agreement as to any Class Member. Each Class Member is responsible for his/her tax reporting and other obligations respecting the Agreement, if any.

14.9 Waiver of Claims Administration claims. No Class Member or other person shall have any claim against the Class Plaintiff, Class Counsel, the Released Parties and their counsel, the Claims Administrator, or any agent designated by Class Counsel based on any claim eligibility admissibility determinations, distributions or payments made in accordance with the Settlement, or based on the payments made or other relief provided and made substantially in accordance with this Agreement or with further Orders of the Court or any appellate court.

14.10 Immediate stay of proceedings. The Parties hereby agree and stipulate to stay all proceedings in this Class Action until the approval of this Agreement has been finally determined, except the stay of proceedings shall not prevent the filing of any applications, declarations, and other matters necessary to obtaining the approval of this Agreement.

14.11 Plurality. The plural of any defined term in this Settlement Agreement includes the singular, and the singular of any defined term in this Settlement Agreement includes the plural, as the case may be.

14.12 Amendments and modifications. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties.

14.13 Counterparts. This Settlement Agreement may be executed in one or more counterparts, including electronically. All executed counterparts and each of them will be deemed to be one and the same instrument. A complete set of original counterparts will be filed with the Court.

14.14 Negotiated Agreement. The Parties intend the Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Class Action. The Parties agree that the consideration provided to the Class Members and the other terms of the Settlement Agreement were negotiated at arm's length and in good faith by the Parties and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

14.15 Draft intent. None of the Parties, or their respective counsel, will be deemed drafter of this Agreement or its Schedules for purposes of construing the provisions thereof. The language in all parts of this Agreement and its Schedules will be interpreted according to its fair meaning.

14.16 Inadmissible as evidence. Neither the Settlement Agreement, nor anything contained herein, nor any of the negotiations or proceedings connected with it, nor any related document, nor any other action taken to carry out the Settlement Agreement shall be referred to, offered as evidence or received in evidence in any pending or future civil, criminal, regulatory or administrative action or proceeding against the Released Persons. Notwithstanding the above, the Settlement Agreement may be referred to or offered as evidence in a proceeding to approve or enforce the Settlement Agreement, to defend against the assertion of Released Claims, and as otherwise required by law.

14.17 Authorized signatories. Each person executing this Agreement covenants, warrants and represents that he or she is and has been fully authorized to do so by said party. The Parties represent and warrant that they intend to be bound fully by the terms of this Agreement.

14.18 Authority of Class Counsel. Class Counsel represents and warrants that it is expressly authorized to take all appropriate action required or permitted to be taken by the Class Plaintiff or the Class pursuant to this Agreement to effectuate its terms, and is expressly authorized to enter into this Agreement, as well as any modifications or amendments to this Agreement on behalf of the Class that Class Counsel deems appropriate.

14.19 Best Efforts. Parties and their undersigned counsels agree that the terms of the Agreement reflect a good-faith settlement of disputed claims. They consider the settlement effected by this Agreement to be fair and reasonable and will use their best efforts to seek approval of the Agreement by the Court. They each represent and warrant that they have not made, nor will they (a) attempt to void this Agreement in any way, or (b) solicit, encourage, or assist in any fashion any effort by any person (natural or legal) to object to the settlement under this Agreement.

14.20 Governing Law and Jurisdiction. This Agreement is intended to and shall be governed by and interpreted in accordance with the laws of the Province of Québec, Canada. The parties hereby submit to the exclusive jurisdiction of the Court of the Province of Québec, Canada, District of Montreal, concerning any and all issues related to the interpretation, application or execution of this Agreement.

14.21 Transaction. The Parties acknowledge that this Settlement Agreement, once approved, represents a class transaction in accordance with Article 590 of the *Code of Civil Procedure* and Articles 2631 and following of the *Civil Code of Quebec.*

14.22 Agreement Binding on Successors in Interest. This Agreement shall be binding on and inure to the benefit of the respective heirs, successors, and assigns of the Parties.

14.23 English Language. The present Settlement Agreement was drafted in the English language only, at the wish of the Parties herein. In case of inconsistency between this Agreement drafted in English and any non-official French translation thereof, the Agreement in English shall prevail. *La présente convention a été rédigée en langue anglaise seulement, à la demande expresse de toutes les parties y afférentes. En cas de divergence entre la présente convention rédigée en langue anglaise et toute traduction non-officielle de cette convention en langue française, cette convention rédigée en langue anglaise prévaudra.*

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

Montreal, Quebec, Canada

September 3 2019

Per: **Laurent** Nahmiash
duly authorized as he so declares
INF LLP
255 rue St-Jacques, 3rd Floor
Montréal, Québec H2Y 1M6

Counsel for Defendant TD Auto Finance Services Inc.

Montreal, Quebec, Canada

September 3, 2019

Per: David Assor
duly authorized as he so declares
LEX GROUP INC.
4101 Sherbrooke Street West
Westmount, Québec H3Z 1A7

Class Counsel for Representative Plaintiff Mr. Maxime Belley