

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

SUPERIOR COURT
(Class Action)

No.: 500-06-001015-193

YOUVAL BENABOU

Plaintiff

v.

STOCKX LLC

Defendant

**CANADIAN CLASS ACTION SETTLEMENT AGREEMENT,
TRANSACTION, RELEASE AND DISCHARGE**

Art. 590 of the *Code of civil Procedure* and Art. 2631 of the *Civil Code of Québec*

PREAMBLE

- A. WHEREAS** this Settlement Agreement (the “**Settlement Agreement**”) is entered into by and among (i) named Plaintiff Youval Benabou (the “**Representative Plaintiff**” or “**Plaintiff**”) and the Class defined below, and (ii) Defendant StockX LLC (“**StockX**” or “**Defendant**”).
- B. WHEREAS** StockX operates a live, online marketplace for buying and selling sneakers, watches, handbags, streetwear, and other collectibles, and users may create online accounts allowing them to engage in said marketplace (the “**User Account**”).
- C. WHEREAS** on July 26, 2019, StockX confirms being alerted by a third-party cybersecurity research and consulting firm about suspicious activity potentially involving User Account data.
- D. WHEREAS** StockX confirms having launched an investigation into the suspicious activity, over the course of which StockX notified its users that certain elements of the information linked to its User Accounts had been accessed unlawfully and without authorization by an unknown third-party hacker on or about May 14, 2019 (the “**Data Breach**”).
- E. WHEREAS** StockX confirms that on August 3, 2019, it sent users an email alerting them to the data incident, providing them with information StockX had available at the time, and

informing them of the steps StockX was taking, and which users could take, to further protect their data.

- F. WHEREAS** on August 8, 2019, StockX confirms having sent a formal Notice of Data Breach via electronic mail to users impacted by the Data Breach.
- G. WHEREAS** on August 12, 2019, Representative Plaintiff filed an Application for Authorization to Institute a Class Action and to ascribe himself the status of representative against StockX (the “**Application**”), alleging various damages resulting from the Data Breach (the “**Class Action**”).
- H. WHEREAS** the Representative Plaintiff maintains that his Application, claims, and the Class Action are well-founded and StockX contests the Class Action, and StockX (a) denies the allegations of all liability with respect to any and all facts and claims relating the Data Breach and/or alleged in the Class Action, (b) denies the Representative Plaintiff and the putative class members have suffered the damages they allege, and (c) denies that the Representative Plaintiff’s Application satisfies the requirements for the Class Action to be authorized under applicable law.
- I. WHEREAS** StockX maintains that no sensitive personal or financial data was compromised in the Data Breach.
- J. WHEREAS** the settlement set forth in this Settlement Agreement is a product of sustained arm's length negotiations conducted since the filing of the Class Action, and is entered by the parties without any admission by any of the parties, but rather to avoid the costs and delays inherent to litigation.
- K. WHEREAS** the parties believe and confirm that the settlement set forth in this Settlement Agreement, in its entirety, is fair, reasonable and in the best interests of the parties and of the Class Members.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. PREAMBLE

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

2. DEFINITIONS

As used in this Settlement 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;

2.2 “Arbitrator” means the arbitrator jointly appointed by Class Counsel and StockXs Counsel, whom the parties have agreed shall be **Me Steve McInnes**, if and as required, on a case by case basis, to rule on decisions of the Claims Administrator that are contested by a Settlement Class Member pursuant to the claims administration and dispute resolution processes set out in the Distribution Protocol, Schedule A hereto;

2.3 “Approval Hearing” means the Court’s hearing to approve the Settlement Agreement;

2.4 “Approval Judgment” or “Approval Order” means the Court’s order or judgment approving the Settlement Agreement;

2.5 “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 this Class Action;

2.6 “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 Plaintiff’s claim. Excluded from the Cap are the Class Counsel Fees, arbitrator fees and disbursements, the expenses relating to the Notices, 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. All monetary sums referred to in this Settlement Agreement are in Canadian dollars;

2.7 “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 hereto;

2.8 “**Claims Administrator**”, “**Settlement Administrator**” or “**Administrator**” means the accounting and business advisory firm of MNP Ltd, the entity responsible for implementing and managing the claims process described in the Distribution Protocol, Schedule A hereto, or any other Administrator that the Court may appoint;

2.9 “**Class Action**” means the putative class proceedings brought by the Representative Plaintiff against StockX before the Superior Court of Québec bearing File No. 500-06-001015-193;

2.10 “**Class Counsel**” means the Plaintiffs' Counsel, the firm of Lex Group Inc.;

2.11 “**Class Counsel Fees**” means the amount of \$100,000, plus GST and PST (calculated at the time of payment), as more fully detailed hereinbelow;

2.12 “**Settlement Class Members**” or “**Settlement Class**” 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. There are approximately 122,970 Settlement Class Members who reported either a billing or shipping address in Canada, according to StockX (15,050 of which reported either a billing or shipping address in Quebec);

2.13 “**Settlement Class Representative**”, “**Class Representative**”, “**Plaintiff**” or “**Representative Plaintiff**” means the Representative Plaintiff Mr. Youval Benabou;

2.14 “**Court**” means The Honourable Sylvain Lussier, Judge of the Superior Court of Québec, or such other Superior Court of Quebec Judge to whom the Class Action may hereafter be assigned;

2.15 “**Distribution Protocol**” means the protocol, substantially in the form of Schedule A, for distributing the settlement payments to Settlement Class Members who submit a valid Claim Form;

2.16 “**Data Breach**” means the data breach described and disclosed by StockX in its alert and notification emails sent on August 3, 2019 and August 8, 2019 respectively;

2.17 “Effective Date” means 30 days after the Approval Judgment has been signed and entered, as the case may be, and no appeal has been taken therefrom, or if any appeal has been taken, the date upon which such an appeal is finally resolved in such manner as to permit the completion of the settlement in accordance with the terms and conditions of the Settlement Agreement;

2.18 “Notice(s)” means the English and French versions of the Pre-Approval Notice, the Approval Notice, and any other form of notice ordered and approved by the Court;

2.19 “Notice Plan” means the plan for disseminating the Pre-Approval Notice and Approval Notice which shall be pursuant to the protocols outlined in this Settlement Agreement and approved by the Court;

2.20 “Pre-Approval Judgment” means the Court’s judgment approving the proposed Pre-Approval Notice and authorizing the Class Action for the purposes of settlement approval only;

2.21 “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, substantially in the form of Schedule B (in its Short Form) and Schedule C (in its Long Form);

2.22 “Released Claims” has the definition set forth in Section 8;

2.23 “Released Parties” means StockX and its predecessors, successors, assigns and any other affiliates, parent companies as well as their respective directors, officers, shareholders, employees, agents, insurers, re-insurers and representatives;

2.24 “Releasing Parties” means the Settlement Class Representative and any Settlement Class Members who have not opted out of the Class Action (as detailed below), as well as their respective heirs, executors, representatives, agents, partners, successors and assigns;

2.25 “Settlement Approval Hearing” means the hearing to be held before the Court in order to seek the approval of this Settlement Agreement;

2.26 “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 Settlement Class Members submit reasonable documentation (documentation acceptable to the Claims Administrator, at its discretion), as more fully detailed hereinbelow;

2.27 “StockX’s Counsel” means the law firm of Borden Ladner Gervais LLP;

2.28 “StockX Notices” means the StockX alert email and/or StockX notification email, sent by StockX on August 3, 2019 and August 8, 2019 respectively, informing Settlement Class Members about the Data Breach;

3. APPROVAL OF THE SETTLEMENT

3.1 This Settlement Agreement shall be null and void and of no force or effect unless the Court approves this Settlement Agreement and issues the Approval Judgment, and the Effective Date has occurred.

3.2 As soon as possible after the execution of the present Settlement Agreement, the parties shall present a joint application in letter form seeking the Court’s issuance of the Pre-Approval Judgment which shall *inter alia* approve the Pre-Approval Notice and Notice Plan and appoint the Claims Administrator.

3.3 Thereafter and as per the Pre-Approval Judgment, the parties shall jointly seek the Court’s approval of the Settlement.

3.4 In the event that the Court does not approve the Settlement, the parties would be restored to the state in which they were on April 18, 2021, although StockX will remain solely responsible to pay for any and all costs, fees ad/or disbursements of the Claims Administrator, including any costs related to the Notices and Notice Plan. In this regard, the parties confirm that the Representative Plaintiff, Class Counsel and the Settlement Class Members will never be expected or liable to pay for any such costs, fees or disbursements.

3.5 Notwithstanding the foregoing, Section 11.2 shall survive the termination of this Settlement Agreement.

4. SETTLEMENT ADMINISTRATION

4.1 Pre-Approval Judgment. At a time mutually agreed to by the Parties after the Settlement Agreement is executed, the parties shall bring a joint application in letter form before the Court for a judgment approving the Pre-Approval Notice and authorizing the Class Action for the purpose of Settlement Approval only. For greater clarity, because StockX consents to the authorization of the Class Action as a class proceeding on a national basis for the sole purpose of Settlement approval, its consent shall be withdrawn or deemed never to have been given should this Settlement Agreement not be approved by the Court. The parties agree that should this Settlement Agreement not be approved by the Court, the authorization of the Class Action will be null and void. For the sake of clarity, the parties renounce to any and all effects, rights, or benefits resulting from the authorization of the Class Action (for settlement purposes) should the Settlement Agreement not be approved by the Court.

4.2 Approval Judgment. As soon as practicable after the Pre-Approval Judgment is granted, the Plaintiff shall bring an application before the Court for the Approval Judgment approving the Settlement Agreement. StockX's Counsel shall review and approve the draft of said application to approve the Settlement Agreement, before it is filed, and StockX shall consent to said application, according to its conclusions. Subject to judicial approval of the Settlement Agreement and only for purposes of the Settlement Agreement, the Defendant shall consent to the authorization of the Class Action.

4.3 Binding force. The Approval Judgment, once issued and once the Effective Date has occurred, shall bind all Settlement Class Members in Canada, except for those Settlement Class Members who have opted-out of the Class Action in accordance with the provisions of the present Settlement Agreement and the Pre-Approval Judgment.

5. NOTICE

5.1 Pre-Approval Notice. As soon as practicable after the Pre-Approval Judgment is rendered, the Settlement Class Members shall be notified by Pre-Approval Notice that the Class Action has been authorized by the Court for the sole and exclusive purpose of approving the Settlement Agreement. In addition, the Pre-Approval Notice will state, *inter alia*: (i) that the Settlement Agreement will be submitted to the Court for approval, specifying the date and place of such hearing but stating that these may change and will be posted only on the Settlement Website; (ii) the nature of the Settlement Agreement and the method of its execution; (iii) that

Settlement Class Members who have not opted-out of the Class Action have the right to object to the Settlement Agreement and present their arguments to the Court, detailing the required conditions in this regard; (iv) the procedure to be followed in order to Opt-out of the Class Action before the Opt-out Deadline; (v) directing Settlement Class Members to the Settlement Website; and (vi) providing instructions and a toll-free number for contacting Claims Administrator and contact information for Class Counsel. Attached is the Pre-Approval Notice in the proposed short form and long form as Schedules B and C respectively. The Pre-Approval Notice shall be published and disseminated pursuant to the forms and protocols of the Notice Plan to be approved by the Court in the Pre-Approval Judgment.

5.2 Approval Notice. No later than 30 days after the Effective Date, a new notice shall be sent to inform Settlement Class Members that this Settlement Agreement has been approved by the Court. The Approval Notice shall be published and disseminated pursuant to the forms and protocols of the Notice Plan to be approved by the Court in the Approval Judgment.

5.3 Notice Plan. Within thirty (30) days following the Pre-Approval Judgment and the Effective Date respectively, the Pre-Approval Notice and Approval Notice shall be disseminated in English or in French, as may be appropriate, in the form and means of publication limited to the following Notice Plan:

- a) In the proposed long form sent by direct emails from the Claims Administrator to all Settlement Class Members and any person who registers on Class Counsel's website to receive Notice;
- b) In the proposed short form issued in a national bilingual press release published on www.newswire.ca, on the Settlement Website and on Class Counsel's website;
- c) In the proposed long form posted on the Settlement Website and on Class Counsel's website;

5.4 Payment of Expenses Relating to Notices and the Claims Administrator's fees, costs and disbursements. StockX shall pay any and all expenses, fees or costs associated with the preparation and/or publication of Notices, including the Claims Administrator's fees, costs and disbursements, including any translation expenses. These amounts are not included in the Cap. The Representative Plaintiff, Class Counsel and the Settlement Class

Members are not responsible to pay for any portion of these fees, costs and/or disbursements, even if the present Settlement is ultimately not approved by the Court.

6. OPT-OUTS BY CLASS MEMBERS AND OBJECTIONS

6.1 Procedure for Opt-outs. The Parties will request that the Court order a procedure for Settlement Class Members wishing to be excluded from the Class Action ("opt-out") in accordance with the provisions in the Pre-Approval Judgment, the Pre-Approval Notice attached as Schedules B and C, and the Opt-out Form attached as Schedule E. Each Settlement Class Member who does not submit a valid and timely request to opt-out shall remain included in the Class Action and shall be bound by all proceedings, orders and Judgments in the Class Action. Furthermore, each Settlement Class Member who does not submit a valid and timely request to opt-out shall be bound by the settlement and releases provided in this Settlement Agreement (if the settlement is approved by the Court). Within ten (10) days of the date set forth in the Pre-Approval Notice by which opt-out must be postmarked, the Claims Administrator shall send copies of all received opt-outs to Class Counsel and to StockX's Counsel.

6.2 Procedure for Objecting or Commenting. Unless otherwise authorized by the Court, any Settlement Class Member who has not opted out (as detailed above) and who intends to object to or comment on this Settlement Agreement must do so in writing no later than twenty (20) 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. The written objection must include (a) a heading which refers to the Benabou vs. StockX LLC Class Action and Court number; (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 Settlement 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 Settlement 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 hired at the said Settlement Class Member's expense, to object to or comment on any aspect of this Settlement Agreement. Unless otherwise authorized by the Court, any Settlement 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 Settlement Agreement (if approved by the Court) and by all proceedings, orders and judgments in the Class Action. Settlement Class Members who opt-out of the Class Action cannot submit an objection or comment to this Settlement Agreement.

7. CONSIDERATION

7.1 Provision of Coverage for Credit Monitoring by TransUnion. All Settlement Class Members shall be eligible and entitled to sign up and activate credit monitoring coverage provided by TransUnion and paid for by StockX in accordance with the Distribution Protocol. Accordingly, a subscription totalling 18 months of credit monitoring coverage will be made available for activation by Settlement Class Members, free of charge. The product that will be offered to Settlement Class Members for activation is presently regularly priced by TransUnion at \$19.95 per month per person (plus applicable taxes), with an initial upfront payment of \$162,000 CAD. All amounts paid by StockX to TransUnion in this regard are in addition to the Cap.

7.2 Substantiated Losses. Settlement Class Members shall be eligible to claim reimbursement for Substantiated Losses that Settlement Class Members establish were caused by the Data Breach or incurred as a result of the Data Breach or the receipt of the StockX Notices, as accepted by the Claims Administrator, at its discretion and in accordance with the Distribution Protocol (as set out in Schedule A hereto). Notwithstanding anything to the contrary, total payments to Settlement Class Members for Substantiated Losses, including the pre-approved claim of Youval Benabou, will not exceed the Cap of \$130,000 CAD.

7.3 Appeal process. In the event that a Settlement Class Member seeks to contest the determination of the Claim's Administrator with respect to a claim submitted by the Settlement Class Member, the dispute shall be submitted to the Arbitrator in accordance with the appeal process set out in the Distribution Protocol, schedule A hereto. The decision by the Arbitrator 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. However, the Court retains jurisdiction over the Class Action and the Settlement.

7.4 Claim by the Settlement Class Representative. As part of the confidential settlement negotiations leading to the present Settlement Agreement, the Parties agreed that the Representative Plaintiff Youval Benabou's personal claim is pre-approved in the amount of \$3,000

CAD, without the necessity of having to file a formal Claim Form. The pre-approved claim of Youval Benabou is included in the Cap. Nevertheless, and for avoidance of doubt, the parties hereby confirm and agree that Youval Benabou's pre-approved claim of \$3,000 will in no circumstance be reduced by any *pro rata* reduction provided in the Distribution Protocol or in any other manner whatsoever, except for the portion of said claim which must lawfully be paid to the *Fonds d'aide aux actions collectives* (Quebec Class Action Assistance Fund) (hereinafter, the "Fonds"). The Claims Administrator will pay said amount to Youval Benabou within 15 days after the Effective Date, by way of a cheque payable to Youval Benabou, which cheque will be forwarded to Class Counsel.

7.5 Payment of Expenses Relating to Claims Administration or Arbitrator. StockX shall pay any and all expenses, costs and/or disbursements associated with administration of the Distribution Protocol, including the fees of the Claims Administrator and the Arbitrator. These payments shall be made separate and apart from the payments to Settlement Class Members and will not be paid by the Settlement Class Members, the Settlement Class Representative or Class Counsel. For avoidance of doubt, these payments are in addition to the Cap.

8. RELEASE OF CLAIMS

8.1 Release of Settlement 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 Class Action, rights, Class Actions, suits, debts, damages, costs, attorneys' fees (except for the Class Counsel Fees as otherwise provided herein), losses, expenses, obligations, or demands, of any kind whatsoever, whether known or unknown, existing or potential, 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 Breach 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 ("**Released Claims**"), including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged in the Class Action or in any pleading and the disclosures and/or notices that StockX made or failed to make to the Settlement Class Representative or the other Settlement Class Members about the Data Breach.

8.2 Release of Claims against Settlement Class Representative and Class Counsel. As of the Effective Date, the Released Parties will be deemed to have completely released and forever discharged the Settlement Class Representative and Class Counsel from and for any and all liabilities, claims, cross-claims, causes of Class Action, rights, Class Actions, suits, debts, damages, costs, attorneys' fees, losses, expenses, obligations, or demands, of any kind whatsoever, whether known or unknown, existing or potential, 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.

8.3 Suits. Upon approval of this Settlement Agreement by the Court, the Settlement Class Representative and other Settlement Class Members who have not opted out shall renounce to any right to prosecute the Released Claims as set out in the preceding paragraphs, on a solidary basis or otherwise, in any proceeding against any of the Released Parties or based on any Class Actions taken against any of the Released Parties, and shall not seek compensation from any party that could claim any contribution arising from or related to the Released Claims 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 Settlement Class Member who has not opted out.

9. CLASS COUNSEL'S FEES AND EXPENSES

9.1 Class Counsel's Fees. StockX agrees to pay the agreed upon attorneys' fees and expenses to Class Counsel separate and apart from payments to the Settlement Class Members (i.e. in addition to the Cap). StockX agrees to pay directly to Class Counsel the amount of \$100,000 plus GST and PST (calculated at the date of payment). The parties and their undersigned counsel hereby confirm that they consider this amount of \$100,000 plus GST and PST, which includes fees and expenses, to be fair and reasonable under the circumstances of this Class Action. The said Class Counsel Fees will be paid by StockX to Class Counsel within 10 days of the Effective Date.

9.2 Severability of Class Counsel's Fees. While StockX considers fair and reasonable the Class Counsel Fees agreed to in this Settlement Agreement, considering the overall terms and settlement amounts provided herein, the parties recognize and agree that the clauses under the present Section 9 are severable from the rest of the Settlement Agreement and

that should the amount for Class Counsel Fees provided herein not be approved by the Court, the Settlement Agreement will nonetheless remain binding between the parties (if approved by the Court).

9.3 Fonds d'aide aux actions collectives. Class Counsel shall reimburse, from the approved Class Counsel Fees, any amount owed to the Fonds, if any, relating to this file. Class Counsel hereby declares that it did not seek, and therefore did not receive, any financial assistance or funding from the Fonds relating to this file.

9.4 No Additional Amounts Due. StockX shall not be liable for any additional attorneys' fees and expenses of Class Counsel, the Settlement Class Representative or Settlement Class Members in the Class Action, including attorney fees incurred for the purposes of the dispute resolution process set out in the Distribution Protocole, Schedule A hereto, or for any other purpose or reason.

10. PUBLICITY

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

10.2 Class Counsel will post the Settlement Agreement, its schedules, the Notices, the Pre-Approval Judgment and the Approval Judgment, and any other related proceedings and Judgments on its firm website, and Class Counsel will have the option to post links regarding the Settlement and/or the Court's approval of the settlement on its firm's social media accounts.

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

To Plaintiff:

David Assor
LEX GROUP INC.
4101 Sherbrooke Street West
Westmount, Québec H3Z 1A7
Email: davidassor@lexgroup.ca
Facsimile: 514.940.1605

To Defendant:

Patrick Plante
François Grondin
Eloïse Gratton
BORDEN LADNER GERVAIS LLP
1000 de la Gauchetière Street West
Suite 900
Montréal, Québec H3B 5H4
Email: pplante@blg.com /
fgrondin@blg.com
Facsimile : 514.954.1905

11. MISCELLANEOUS

11.1 Entire Agreement. This Settlement 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 Settlement Agreement.

11.2 No Liability. This Settlement 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 StockX, 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 StockX. 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 Class Action or proceeding against any Party in any court, administrative agency or other tribunal for any purpose whatsoever.

12. REPRESENTATIONS AND WARRANTIES

12.1 Parties Authorized to Enter into Agreement. Each person executing this Settlement Agreement represents and warrants that he or she is fully authorized to enter into this Settlement Agreement and to carry out the obligations provided for herein. Each person executing this Settlement Agreement on behalf of Settlement Class Representative or StockX covenants, warrants and represents that he or she is and has been fully authorized to do so by the Settlement Class Representative or StockX. Settlement Class Representative and StockX hereto further

represents and warrants that they intend to be bound fully by the terms of this Settlement Agreement.

12.2 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 Settlement 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, nor will they (a) attempt to void this Settlement 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 Settlement Agreement.

12.3 Governing Law and Jurisdiction. This Settlement 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 Settlement Agreement.

12.4 Agreement Binding on Successors in Interest. This Settlement Agreement shall be binding on and inure to the benefit of the respective heirs, successors, and assigns of the Parties. This Settlement Agreement may not be modified or amended except in writing and on consent of the Representative Plaintiff and StockX, subject to approval by the Court where required.

12.5 Execution in Counterparts. This Settlement Agreement shall become effective upon its execution by all of the parties. The signatories may execute this Settlement Agreement in counterparts. Each counterpart shall be deemed to be an original, and execution of counterparts shall have the same force and effect as if all signatories had signed the same instrument.

12.6 Transaction. The present Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the Civil Code of Quebec.

12.7 Signatures. Each person executing this Settlement Agreement warrants that such person has the full authority to do so. Signatures sent in pdf format by email will constitute sufficient execution of this Settlement Agreement.

12.8 English Language. The Parties acknowledge and agree that the present Settlement Agreement was drafted in the English language at the wish of the Parties thereto. In case of inconsistency between this Settlement Agreement drafted in English and any French translation thereof, the Agreement in English shall prevail. *Les parties reconnaissent et acceptent que la présente convention a été rédigée en langue anglaise 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 de cette convention en langue française, cette convention rédigée en langue anglaise prévaudra.*

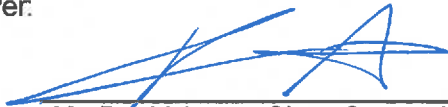
IN WITNESS WHEREOF, the parties hereto and their attorneys signed on the dates and at the places detailed below.

LEX GROUP INC.

Montreal, Quebec, Canada

February 28, 2022

Per:



Me David Assor, Class Counsel
For the Representative Plaintiff
Youval Benabou

BORDEN LADNER GERVAIS LLP

Montreal, Quebec, Canada

February 22, 2022

Per:



Me Patrick Plante, Counsel
For StockX LLC