

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

SUPERIOR COURT
(Class action)

No: 500-06-000919-189

EMILIE SAMSON

Plaintiff

v.

**BUSBUD INC.
BUSBUD USA INC.
BUSBUD EUROPE LIMITED
BUSBUD BRASIL RESERVA DE PASSAGENS
LTDA**

Defendants

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and among Emilie Samson, on behalf of herself and the Settlement Class Members, and Defendants, Busbud Inc., Busbud USA Inc., Busbud Europe Limited, and Busbud Brasil Reserva De Passagens Ltda, and resolves in full the Action. Subject to Court approval as required by the *Code of Civil Procedure*, CQLR, c. C-25.01, and as provided herein, the Parties hereby stipulate and agree that, in consideration for the promises and covenants set forth in the Settlement Agreement and upon the issuance by the Court of a Final Judgment Approving Settlement and the occurrence of the Effective Date, the Action shall be settled and terminated upon the terms and conditions contained herein,

RECITALS

WHEREAS, on April 4, 2018, Plaintiff filed the *Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative* against Defendants (the “**Application for Authorization**”) which asserted claims under the *Quebec Consumer Protection Act*, CQLR, c.

P-40.1 as well as under the federal *Competition Act*, RSC 1985, c C-34 in respect of price advertisements for bus tickets on the Defendants' websites and Apple and Android mobile applications.

WHEREAS, on September 19, 2018, the Plaintiff filed an amendment to the Application for Authorization.

WHEREAS, on December 10, 2018, the Plaintiff filed a second amendment to the Application for Authorization.

WHEREAS, on March 18, 2019, the Plaintiff filed a third amendment to the Application for Authorization to include a further claim under s.14.1 of the *Regulation respecting travel agents*.

WHEREAS, the Plaintiff's Application for Authorization was scheduled to be heard before the Honourable Gary D.D. Morrison, S.C.J. at the Montreal Courthouse on June 3-4, 2019.

WHEREAS, the Parties have reached the resolution set forth in this Agreement, providing for, *inter alia*, the settlement of the Action between and among Plaintiff, on behalf of herself and the Settlement Class, and Defendants on the terms and subject to the conditions set forth below.

WHEREAS, the Parties have determined that a settlement of the Action on the terms reflected in this Agreement is fair, reasonable, adequate, and in the best interests of the Parties and the Settlement Class;

WHEREAS, the Parties, to avoid a judgment being rendered on the merits of the Action and to avoid any uncertainty as to the judgment that could be rendered, have concluded that it is desirable that the claims in the Action be settled, without admission, on the terms reflected in this Agreement.

WHEREAS, the Settlement Group Members have been identified by the Defendants and the Parties agree that the most effective method to notify the Settlement Group Members is on an individual basis via e-mail.

NOW, THEREFORE, this Agreement is entered into by and among the Parties, by and through their respective counsel and representatives, and in consideration of the mutual promises, covenants and agreements contained herein and for value received, the Parties agree that upon the Effective Date, the Action and all Released Claims shall be settled and terminated as between Plaintiff and the Settlement Class on the one hand, and Defendants on the other hand, as detailed herein.

1. **DEFINITIONS**

1.1 As used in this Agreement and the attached Schedules, the following terms shall have the meanings set forth below, unless this Agreement specifically provides otherwise:

1.1.1 “**Action**” means *Samson v. Busbud Inc., et al.* (S.C.M.: 500-06-000919-189).

1.1.2 “**Agreement**” means this Settlement Agreement (including all Schedules attached hereto).

1.1.3 “**Busbud’s Counsel**” or “**Defendants’ Counsel**” means Norton Rose Fulbright Canada S.E.N.C.R.L., s.r.l. / LLP.

1.1.4 “**Attorneys’ Fees and Expenses**” means such attorneys’ fees and expenses as may be awarded by the Court based on this Agreement to compensate Class Counsel (subject to Court approval), as described more particularly in Section 6 of this Agreement.

- 1.1.5 “**Award**” means the relief obtained by Settlement Class Members pursuant to Section 2.5 of this Agreement.
- 1.1.6 “**Class Counsel**” or “**Plaintiff’s Counsel**” means Champlain Avocats and Evolink Law Group.
- 1.1.7 “**Class Notice**” or “**Notice**” means the forms of notice to be given to Settlement Class Members informing them about the Agreement. Copies of each of the proposed Notices are attached respectively as Schedules A (“**Long-form Notice**”) and B (“**Short-form Notice**”), in both English and French, and will be submitted to the Court for approval.
- 1.1.8 “**Class Representative**” or “**Plaintiff**” means Emilie Samson.
- 1.1.9 “**Court**” means the Superior Court of Quebec, district of Montreal, in which the Action was filed and where the parties will seek approval of the Agreement.
- 1.1.10 “**Days**” means calendar days, except that, when computing any period of time prescribed or allowed by this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time prescribed or allowed by this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.
- 1.1.11 “**Defendants**” or “**Busbud**” mean, collectively, Busbud Inc., Busbud USA Inc., Busbud Europe Limited, and Busbud Brasil Reserva De Passagens Ltda.

1.1.12 **“Effective Date”** means:

- (a) if no appeal is taken from the Final Judgment Approving Settlement, thirty (30) Days after the Court renders the Final Judgment Approving Settlement; or
- (b) if an appeal is taken from the Final Judgment Approving Settlement, the date on which all appellate rights have expired, been exhausted, or been finally disposed of in a manner that affirms the Final Judgment Approving Settlement.

1.1.13 **“Escrow Fund”** means funds in the amount of One Hundred Seventy-Two Thousand, Four Hundred Sixty-Two dollars and Fifty Cents \$172,462.50 that is to be paid into an interest-bearing lawyer's trust account of the Defendants' Counsel.

1.1.14 **“Final Approval Hearing”** means the hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Agreement and to determine the Attorneys' Fees and Expenses. The Parties shall request that the Court set the Final Approval Hearing no earlier than thirty-five (35) Days after the Notice Date.

1.1.15 **“Final Judgment Approving Settlement”** means the Final Judgment Approving Settlement to be rendered by the Court :

- (a) approving the Settlement as fair, adequate, and reasonable;
- (b) discharging the Released Parties (as defined at paragraph 5.2.2) of and from all further liability for the Released Claims (as defined at paragraph 5.2.1);

- (c) permanently barring and enjoining the Releasing Parties (as defined at paragraph 5.2.3) from instituting, filing, commencing, prosecuting, maintaining, continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively, or on their behalf, or in any other capacity of any kind whatsoever, any action in any Court, before any regulatory authority or in any other tribunal, forum or proceeding of any kind against the Released Parties that asserts any Released Claims; and
- (d) issuing such other findings and determinations as the Court and/or the Parties deem necessary and appropriate to implement the Agreement.

1.1.16 “**Honorarium**” means a sum of no greater than \$2,000CAD paid to the Plaintiff for her expenses and disbursements for purposes of this Action.

1.1.17 “**Judgment on Class Notice**” means the Judgment to be rendered by the Court with respect to the authorization of the Action as a class action for purposes of settlement, approval of the Class Notice and the distribution of Class Notice.

1.1.18 “**Notice Administration Expenses**” means all costs and expenses borne by the Defendants, including all notice and translation costs.

1.1.19 “**Notice Date**” means the date which the Defendants distributes the notices in Section 3, which shall be no later than five (5) Days after the Court releases the Judgment on Class Notice.

1.1.20 “**Objection Date**” means the date by which Settlement Class Members must file with the Court and serve on the Parties any objections to the Settlement and

shall be no later than five Days before the date first set for the Final Approval Hearing.

1.1.21 "**Parties**" means Plaintiff and the Defendants.

1.1.22 "**Settlement Class**" and "**Settlement Class Member(s)**" each means all individuals worldwide who from April 4, 2015 until June 8, 2019, purchased one or more bus tickets from Busbud and paid a higher price than initially advertised.

1.2 Other capitalized terms in this Agreement but not specifically defined above shall have the meanings ascribed to them elsewhere in this Agreement, including by reference to capitalized terms indicated in parentheses.

2. **SETTLEMENT RELIEF**

2.1 **Consent to Authorization for Purposes of Settlement**

2.1.1 For the purpose of implementing this Agreement, the Parties consent to the authorization of the Action as a class action and agree that all the requisite requirements under art. 575 of the *Code of Civil Procedure* are met.

2.2 **Practice Reform**

2.2.1 Within ninety days of Effective Date, the Defendants shall exercise all commercially reasonable efforts to cause an all-inclusive price (inclusive of any "service fees" or similar fees) to be displayed at all stages of the purchasing process for customers with a Canadian IP address that access the Defendants' website or its mobile applications.

2.2.2 In the interim, from the date of Final Judgment Approving Settlement and until the date in Section 1 above, for customers with a Canadian IP address that

access the Defendants' website or its mobile applications, the Defendants shall post a clear note at the first page that service fees are in addition to the bus ticket prices displayed in the search results

2.3 Escrow Fund

2.3.1 The Defendants shall establish the Escrow Fund in the amount of One Hundred Seventy-Two Thousand, Four Hundred Sixty-Two dollars and Fifty Cents \$172,462.50 to be deposited into an interest-bearing trust account of the Defendants' Counsel no later than fifteen (15) Days after the Court renders the Judgment on Class Notice.

2.3.2 The Escrow Fund may be invested in interest-bearing, short-term instruments to be agreed upon by Class Counsel and Defendants (the "**Instruments**"). The interest proceeds and the principal may thereafter be reinvested as they mature in similar Instruments, bearing in mind the liquidity requirements of the Escrow Account to ensure that it contains sufficient cash available to pay all invoices, taxes, fees, costs, expenses, and other required disbursements, in a timely manner. Any interest proceeds will be added to the Escrow Fund. Except as otherwise specified herein, the Instruments at all times will remain in the Escrow Account.

2.3.3 Defendants and Defendants' Counsel will have no liability or responsibility for any possible taxes related to the Escrow Fund.

2.4 Disbursements from the Escrow Fund

2.4.1 In accordance with the payment schedule set forth in this Agreement, Class Counsel shall instruct money from the Escrow Fund to be disbursed as follows:

- (a) First, to pay the Honorarium; and,
- (b) Second, to pay the Attorneys' Fees and Expenses, all as approved by the Court, within five (5) Days of the Effective Date.

2.4.2 Defendants cannot be held liable for any sum in excess of the sums put in the Escrow Fund.

2.5 Distribution of Award and Administration

2.5.1 Every Settlement Class Member is eligible to obtain seven Canadian Dollars (\$7CAD) paid in the form of a Busbud electronic voucher (“eVouchers”).

2.5.2 The redemption codes for the eVouchers are to be issued to each Settlement Class Member by Busbud via email within ten (10) days of the Effective Date in an e-mail clearly stipulating how the eVouchers may be redeemed and the expiry date of the eVouchers.

2.5.3 The eVouchers have no minimum purchase requirements and are valid for a period of 12 months from the date the Defendants send emails containing eVouchers redemption codes to Settlement Class Members. If any eVouchers remains unused, in whole or in part, at the expiry of the validity period of 12 months, the eVouchers will become null and void.

2.5.4 The eVouchers may be used to purchase a bus ticket sold via the Defendants' website and mobile applications, and may be applied against the price of the bus tickets, including any additional fees.

- 2.5.5 For Settlement Class Members that transact in a currency other than Canadian Dollars, the eVouchers shall be converted to such currency using the prevailing exchange rate on the redemption date.
- 2.5.6 Defendants shall send one reminder e-mail to each Settlement Class Member who has not yet redeemed their eVouchers in full, two months prior to the expiry of the eVouchers.
- 2.5.7 Defendants shall be responsible for ensuring that all e-mails sent by Busbud to Settlement Class Members comply with applicable local laws such as *Canada's Anti-Spam Legislation* and the *EU General Data Protection Regulation*.
- 2.5.8 All e-mails, except the Long-Form Notice, sent to Settlement Class Members shall be in the English language plus either Spanish (for Settlement Class Members who previously received correspondences from Busbud in Spanish) or French (for all other Settlement Class Members, including those residing in Canada). The Long-Form Notice will only be communicated in English and French.
- 2.5.9 Defendants shall provide a dedicated e-mail address for Settlement Class Members to submit any queries in relation to redemption of the eVouchers and the Defendants shall answer each Settlement Class Members' queries within a reasonable period of time.
- 2.5.10 Within twenty (20) days after Effective Date, Busbud shall provide an affidavit to Class Counsel attesting to the delivery of the eVouchers to the Settlement Class Members. Busbud shall cause a copy of said affidavit to be sent to Class Counsel.

2.5.11 Within thirty (30) days after expiry of all the issued eVouchers, Busbud shall provide an affidavit to Class Counsel attesting to the total amount of eVouchers redeemed by the Settlement Class Members.

3. NOTICE TO THE SETTLEMENT CLASS

3.1 Notice

3.1.1 No later than the Notice Date, the Defendants shall cause the Class Notice to be disseminated to potential Settlement Class Members. The Parties agree that a notice sent to each Settlement Class Member via email is the most effective method of notification, under the circumstances of this case, to effect notice to the Settlement Class Members.

3.1.2 At or prior to the Final Approval Hearing, the Defendants shall provide the Court with an affidavit attesting that Class Notice was disseminated pursuant to the Notice Program.

3.2 Long-form Notice

3.2.1 The Long-form Notice shall be in substantially the form of Schedule **A**, attached hereto, agreed to by the Parties and to be approved by the Court. At a minimum, the Long-form Notice shall: (a) include a short, plain statement of the background of the Action and the Agreement; (b) describe the proposed settlement relief as set forth in this Agreement; (c) describe the settlement process; (d) explain the scope of the releases provided in this Agreement; (e) state the identity of Class Counsel and the amount sought in Attorneys' Fees and Expenses; (f) explain the procedures for objecting to the Agreement, including the applicable deadline; (g) explain that any judgment or orders entered in the Action, whether favorable or

unfavorable to the Settlement Class, shall include and be binding on all Settlement Class Members; and (h) provide any other information judicially required.

3.3 Short-form Notice

3.3.1 The Short-form Notice shall be in substantially the form attached hereto as Schedule **B**. At a minimum, the Short-form Notice shall: (a) include a telephone number to contact Class Counsel; (b) include the class definition; (c) include a brief description of the proposed Settlement relief as set forth in this Agreement; and (d) inform of the right to object to the Settlement and the deadlines to exercise this right.

3.3.2 The Short-form Notice shall also be made available by the Defendants (at the Defendants' cost) in the Spanish language and e-mailed to any Settlement Class Members who has previously received correspondence from the Defendants in Spanish.

3.4 Notice Program and Dissemination of the Class Notice

3.4.1 Sending of Class Notice: The Short-form Notice (Schedule **B**) and Long-Form Notice (Schedule **A**) shall be sent by the Defendants to the Settlement Class Members no later than the Notice Date.

3.4.2 Posting of Class Notice: The Short-form Notice (Schedule **B**) and/or the Long-form Notice (Schedule **A**) may be posted on the website(s) of Class Counsel, at its option.

4. OBJECTIONS AND MEDIA COMMUNICATIONS

4.1 Objections

- 4.1.1 Unless otherwise authorized by the Court, any Settlement Class Member who intends to object to the fairness of the Agreement must do so in writing no later than the Objection Date. The written objection must be filed with the Court and served on Class Counsel identified in the Notice and/or Busbud's Counsel no later than the Objection Date. The written objection must include: (a) a heading which refers to the Action; (b) the objector's name, address, telephone number and, if represented by counsel, of his/her counsel; (c) a statement that the objector purchased bus ticket(s) during the period of time described in the Settlement Class definition; (d) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel; (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; and (g) the objector's signature.
- 4.1.2 Any Settlement Class Member who files and serves a written objection, as described in the preceding Section, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to any aspect of the fairness, reasonableness, or adequacy of this Agreement.
- 4.1.3 Unless otherwise authorized by the Court, any Settlement Class Member who fails to comply with the procedure for objections noted above 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.

4.2 Media Communications

4.2.1 The Parties shall not make any statement or communication to the media pertaining to the Action, this Agreement or its terms. The Defendants may make such disclosures regarding the Action and the terms of the Agreement as it deems necessary in its filings with the Securities Commissions, to its auditors, or as otherwise required by provincial or federal law.

4.2.2 Nothing herein shall prevent Class Counsel from responding to Settlement Class Member inquiries regarding the Settlement in a manner consistent with the terms and conditions of this Agreement and Class Counsel will be entitled to post on its firm website(s) the relevant settlement documents, notices, proceedings, judgments, etc.

5. RELEASES

5.1 The Agreement shall be the sole and exclusive remedy for any and all Released Claims of all Releasing Parties against all Released Parties. No Released Party shall be subject to direct or indirect liability of any kind to any Releasing Party with respect to any Released Claim. Upon the Effective Date, and subject to fulfillment of all of the terms of this Agreement, each and every Releasing Party shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim against any Released Party in any court, or forum, or by means of any ancillary actions against non-Released Parties.

5.2 The following terms have the meanings set forth herein:

5.2.1 “**Released Claims**” means any and all actions, claims, demands, rights, suits, and causes of action of whatever kind or nature that could reasonably have been, or in the future might reasonably be asserted by Plaintiff or Settlement Class Members or the Releasing Parties either in the Action or in any action or proceeding in this Court or in any other court or forum, directly against the Released Parties or indirectly by way of any other action or proceeding in this Court or in any other court or forum against non-Released Parties, including damages, costs, expenses, penalties, and attorneys’ fees, known or unknown, suspected or unsuspected, in law or equity arising out of or relating to legal claims made by the Plaintiff or Members of the Settlement Class or the Releasing Parties arising out of or relating to the allegations in the Action. For avoidance of doubt, this includes, *inter alia*, all such claims that related in any way to additional fees for the bus tickets purchased by the Settlement Class Members via the Defendants.

5.2.2 “**Released Parties**” means the Defendants, including all of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, and affiliates, and any and all of their past, present and future officers, directors, employees, stockholders, partners, agents, servants, successors, attorneys, insurers, representatives, licensees, licensors, subrogees and assigns. It is expressly understood that, to the extent a Released Party is not a Party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

5.2.3 **“Releasing Parties”** means Plaintiff and each and every Settlement Class Member, including each of their respective spouses, executors, representatives, heirs, successors, bankruptcy trustees, guardians, agents and assigns, and all those who claim through them or who assert duplicative claims for relief on their behalf.

5.3 On the Effective Date, each Releasing Party shall be deemed to have released and forever discharged each of the Released Parties of and from any and all liability for any and all Released Claims.

5.4 On the Effective Date, each of the Released Parties shall be deemed to have released and forever discharged each of the Releasing Parties and their respective counsel, including Plaintiff’s Counsel, for all claims arising out of or relating to the institution, prosecution and resolution of the Action, except to enforce terms and conditions contained in this Agreement.

5.5 The Parties agree that the Court shall retain exclusive and continuing jurisdiction over the Parties and the Settlement Class Members to interpret and enforce the terms, conditions, and obligations under the Agreement.

6. **ATTORNEYS’ FEES AND EXPENSES AND PLAINTIFF’S SERVICE AWARD**

6.1 The award of Attorneys’ Fees and Expenses will be paid from the Escrow Fund. Within the application for settlement approval, Class Counsel shall make an application for an award of Attorneys’ Fees and Expenses, on which the Defendants will take no position, in the amount of up to \$150,000CAD plus taxes.

6.2 The Attorneys’ Fees and Expenses awarded by the Court shall be paid to Class Counsel within five (5) Days of the Effective Date.

6.3 Class Counsel may seek permission from the Court to pay the Plaintiff the Honorarium. The Honourarium shall be deducted from the Escrow Fund.

6.4 The Attorneys' Fees and Expenses and Honorarium to the Plaintiff shall be increased by a *pro rata* amount from any interest proceeds in the Escrow Fund.

7. FINAL JUDGMENT APPROVING SETTLEMENT

This Agreement is subject to and conditional upon the issuance by the Court of the Final Judgment Approving Settlement that grants final approval of the Agreement, and provides the relief specified herein, which relief shall be subject to the terms and conditions of the Agreement and the Parties' performance of their continuing rights and obligations hereunder.

8. REPRESENTATIONS AND WARRANTIES

8.1 The Defendants represent and warrant: (1) that they have the requisite corporate power and authority to execute, deliver and perform the Agreement and to consummate the transactions contemplated hereby; (2) that the execution, delivery and performance of the Agreement and the consummation by it of the actions contemplated herein have been duly authorized by necessary corporate action on the part of Busbud; and (3) that the Agreement has been duly and validly executed and delivered by Busbud and constitutes its legal, valid and binding obligation.

8.2 Plaintiff represents and warrants that he is entering into the Agreement on behalf of herself individually and as representative of the Settlement Class Members, of her own free will and without the receipt of any consideration other than what is provided in the Agreement or disclosed to, and authorized by, the Court. Plaintiff represents and warrants that she has reviewed the terms of the Agreement in consultation with Class Counsel and believes them to be fair and reasonable.

8.3 The Parties warrant and represent that no promise, inducement or consideration for the Agreement has been made, except those set forth herein. No consideration, amount or sum paid, accredited, offered, or expended by the Defendants in its performance of this Agreement constitutes a fine, penalty, punitive damage, or other form of assessment for any claim against it.

9. NO ADMISSIONS, NO USE

9.1 The Agreement and every stipulation and term contained in it is conditional upon final approval of the Court and is made for settlement purposes only. Whether or not consummated, this Agreement shall not be: (a) construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission by Plaintiff, the Defendants, any Settlement Class Member or Releasing Party or Released Party, of the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation or the deficiency of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing or otherwise of such Party; or (b) construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission of any liability, fault or wrongdoing, or in any way referred to for any other reason, by Plaintiff, the Defendants, any Releasing Party or Released Party in the Action or in any other civil, criminal or administrative action or proceeding other than such proceedings as may be necessary to effectuate the provisions of the Agreement.

10. TERMINATION OF THIS AGREEMENT

10.1 Either Party may terminate this Agreement by providing written notice to the other Party within ten (10) Days of the Court's refusal to render the Final Judgment Approving

Settlement in its entirety, or, if rendered, such Final Judgment Approving Settlement is reversed, vacated, or modified in any material respect by another court before the Effective Date.

10.2 It is expressly agreed that neither the failure of the Court to grant the Attorneys' Fees and Expenses award nor the amount of any the Attorneys' Fees and Expenses or service awards that may be finally determined and awarded, shall provide a basis for termination of this Agreement.

10.3 In the event of termination, the Defendants shall cause the information regarding the termination to be distributed to the Settlement Class Members under the same conditions for dissemination of the Class Notice provided for above.

10.4 In the event this Agreement terminates for any reason, all Parties shall be restored to their respective positions as of immediately prior to the date of execution of this Agreement. Upon termination, this Agreement shall be null and void.

11. MISCELLANEOUS PROVISIONS

11.1 Entire Agreement: The Agreement, including all Schedules hereto, shall constitute the entire Agreement among the Parties with regard to the Agreement and shall supersede any previous agreements, representations, communications and understandings among the Parties with respect to the subject matter of the Agreement. The Agreement may not be changed, modified, or amended except in a writing signed by one of the Class Counsel and one of Busbud's Counsel and, if required, approved by the Court. The Parties contemplate that the Schedules to the Agreement may be modified by subsequent agreement of Busbud's Counsel and Class Counsel, or by the Court. The Parties may make non-material changes to the Schedules to the extent deemed necessary, as agreed to in writing by all Parties.

11.2 Governing Law and Jurisdiction: The Agreement shall be construed under and governed by the laws of the Province of Quebec, Canada, in which the Court is located, applied without regard to conflict of laws provisions. The Parties hereby submit themselves exclusively to the Courts of the Province of Quebec, District of Montreal, concerning any and all matters related to the interpretation or application of this Agreement.

11.3 Execution in Counterparts: The Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures scanned to PDF and sent by e-mail shall be treated as original signatures and shall be binding.

11.4 Notices: Whenever this Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by email to:

1. If to Class Counsel:

Mtres. Jeremie John Martin & Sebastien Paquette
jmartin@champlainavocats.com
spaquette@champlainavocats.com

Mr. Simon Lin
simonlin@evolinklaw.com

2. If to Defendants' Counsel:

Mtres. Eric Lefebvre & Saam Pousht-Mashhad
eric.lefebvre@nortonrosefulbright.com
spoushtmashhad@nortonrosefulbright.com

11.5 Stay of Proceedings: Upon the execution of this Agreement, all proceedings in this Action shall be stayed until further order of the Court, except for proceedings that may be necessary to implement the Agreement or comply with or effectuate the terms of this Agreement.

- 11.6 Good Faith:** The Parties agree that they will act in good faith and will not engage in any conduct that will or may frustrate the purpose of this Agreement. The Parties further agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the provisions of the Agreement.
- 11.7 Binding on Successors:** The Agreement shall be binding upon, and enure to the benefit of, the heirs, successors and assigns of the Released Parties.
- 11.8 Arms' Length Negotiations:** The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement has been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto, the Defendant's Counsel and the Class Counsel. This Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the implementation of this Agreement and the Parties agree that the drafting of this Agreement has been a mutual undertaking.
- 11.9 Waiver:** The waiver by one Party of any provision or breach of the Agreement shall not be deemed a waiver of any other provision or breach of the Agreement.
- 11.10 Variance:** In the event of any variance between the terms of this Agreement and any of the Schedules hereto, the terms of this Agreement shall control and supersede the Schedule(s).
- 11.11 Schedules:** All Schedules to this Agreement are material and integral parts hereof, and are incorporated by reference as if fully rewritten herein.
- 11.12 Taxes:** No opinion concerning the tax consequences of the Agreement to any Settlement Class Member is given or will be given by Busbud, Busbud's Counsel, Class

Counsel, or Plaintiff; nor is any Party or their counsel providing any representation or guarantee respecting the tax consequences of the Agreement as to any Settlement Class Member. Each Settlement Class Member is responsible for his/her tax reporting and other obligations respecting the Agreement, if any.

11.13 Modification in Writing: This Agreement may be amended or modified only by written instrument signed by Class Counsel and Busbud's Counsel. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

11.14 Integration: This Agreement represents the entire understanding and agreement among the Parties and supersedes all prior proposals, negotiations, agreements, and understandings related to the subject matter of this Agreement. The Parties acknowledge, stipulate and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or undertaking concerning any part or all of the subject matter of this Agreement has been made or relied upon except as set forth expressly herein.

11.15 Retain Jurisdiction: The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the agreement embodied in this Agreement.

11.16 Language: The Parties acknowledge that they have required and consented to this Agreement and all related documents be drafted in English. *Les parties reconnaissent avoir exigé et consentie à ce que la présente convention et tous les documents connexes soient rédigés en anglais.*

11.17 Translation: Nevertheless, if required by the Court, Plaintiff's Counsel shall procure a French translation of the Agreement, the cost of which shall be paid from the Escrow Fund. In the event of any dispute as to the interpretation or application of this Agreement, the English version shall govern.

11.18 Transaction: The present Agreement constitutes a transaction in accordance with Articles 2631 and following of the C.C.Q., and the Parties hereby renounce to any errors of fact, of law and/or calculation;

11.19 Recitals: The recitals to this Agreement are true and form part of the Settlement Agreement.

11.20 Authorized Signatures: Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement, on behalf of the Parties identified above and their law firms.

IN WITNESS WHEREOF, each of the Parties hereto, Class Counsel and Defendant's

Counsel have executed this Agreement as of the day set forth below.

Norton Rose Fulbright Canada
S.E.N.C.R.L., s.r.l.

Date: June 25, 2019

By: _____


City : Montréal, Québec

Mtres. Eric Lefebvre and Saam Pousht-Mashhad

Norton Rose Fulbright Canada
S.E.N.C.R.L., s.r.l. / LLP

Attorneys for Defendants Busbud Inc.,
Busbud Usa Inc., Busbud Europe Limited,
and Busbud Brasil Reserva De Passagens
Ltda

Date: June 25, 2019

By:  _____

City : Montreal, Canada

David Burridge

Duly authorized representative of Busbud
Inc., Busbud USA Inc., Busbud Europe
Limited, and Busbud Brasil Reserva De
Passagens Ltda, as he so declares

Date: June 25th 2019
City: Montréal

By: Champlain avocats
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Settlement Class Members

Date: June 25, 2019
City: Vancouver, BC

By: Simon Lin
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Date: June 25th 2019
City: New York, NY

By: Emilie Samson
Emilie Samson
Plaintiff