

**Claim Form must be emailed
by
11:59 pm EST on November 17, 2020**

CLAIM FORM PACKAGE

**Guestlogix Inc.
Securities Litigation Class Action Settlement**

Alex M. Bodnarchuk

v.

Guestlogix Inc., Brett Proud and Patrick Leung

Ontario Superior Court of Justice ~ Court File Number CV-16-545118-00 CP

Spark LLP

**Class Counsel & Settlement Administrator
c/o Jacqueline Horvat**

Phone: 1-866-203-6184

Email: Guestlogix@spark.law

Website: www.spark.law/Guestlogix

THE PLAN OF ALLOCATION

The Plan of Allocation contemplates a determination of eligibility and an allocation and Distribution to each Authorized Claimant of a share of the Compensation Fund calculated on the basis of the calculation set forth herein, up to the Maximum Entitlement for each Authorized Claimant.

This Claim Form Package is subject to the terms and conditions set forth in the settlement agreement reached between the Plaintiff and Defendants dated June 11, 2018 (the “Agreement”).

If there is a conflict between the provisions or content of this Claim Form Package and the Agreement or other Court documents, the terms and wording of the Agreement and the other Court documents will prevail.

Class Members shall be bound by the terms of this Agreement regardless of whether they submit a completed Claim Form or receive payment from the Compensation Fund.

Submission of this Claim Form does not assure that you will share in the proceeds of the Compensation Fund.

The Settlement Amount, less administration costs and lawyers’ fees, will be distributed in accordance with the Court-approved Agreement and the Plan of Allocation, which can be reviewed at www.spark.law/Guestlogix.

THE DEFINED TERMS

1. The definitions set out in the Agreement, except as modified or defined herein, apply to and are incorporated into this Plan of Allocation:
 - (a) **“Acquisition Expense”** means the total monies paid by the Claimant (including brokerage commissions) to acquire Eligible Shares;
 - (b) **“Action”** means the action styled *Bodnarchuk v. Guestlogix Inc., et al.* filed in the Court with Court File Number CV-16-545118-00CP;
 - (c) **“Administrator”** means Class Counsel, or a third-party claims administrator if one is appointed by the Court;
 - (d) **“Authorized Claimant”** means a Class Member who: (i) submitted a properly completed Claim Form with the calculation of their Maximum Entitlement and all required Supporting Documentation to the Administrator, on or before the Claims Bar Deadline; and (ii) is eligible to receive a Distribution from the Compensation Fund;
 - (e) **“Claimant”** means a Class Member who submits a properly completed Claim Form with the calculation of their Maximum Entitlement and all required Supporting Documentation to the Administrator, on or before the Claims Bar Deadline;
 - (f) **“Claims Bar Deadline”** means November 17, 2020, which is the date by which each Class Member must file a properly completed Claim Form with the calculation of their Maximum Entitlement and all required Supporting Documentation with the Administrator;
 - (g) **“Class Counsel”** means Spark LLP;
 - (h) **“Class Period”** means the period from June 8, 2015 to and including November 12, 2015;
 - (i) **“Compensation Fund”** means the Settlement Amount less Class Counsel Fees, Administration Expenses and Honorarium;
 - (j) **“Court”** means the Ontario Superior Court of Justice;

- (k) **“Database”** means the database in which the Administrator stores information received from the Claimants and/or acquired through the claims process;
- (l) **“Distribution”** means payment to Authorized Claimants in accordance with the Plan of Allocation, the Agreement and any order of the Court;
- (m) **“Distribution List”** means a list containing the name and address of each Authorized Claimant, the calculation of his/her/its net loss and the calculation of the Authorized Claimant’s *pro rata* share of the Compensation Fund;
- (n) **“Eligible Shares”** means Shares purchased or otherwise acquired during the Class Period and held until after the close of trading on November 12, 2015, calculated using LIFO;
- (o) **“Escrow Account”** means the trust account holding the Compensation Fund and used by the Administrator to make the Distribution in accordance with the Plan of Allocation;
- (p) **“Guestlogix”** means Guestlogix Inc.;
- (q) **“Honorarium”** means a one-time payment of \$15,000 from the Settlement Amount to the representative plaintiff, Alex M. Bodnarchuk, subject to the approval of the Court;
- (r) **“Maximum Entitlement”** means an Authorized Claimant’s actual loss on Eligible Shares, as calculated pursuant to the formula set forth in the “Calculation of the Distribution and Maximum Entitlement” section of this Claim Form Package;
- (s) **“Opt-Out Party”** means any person who would otherwise be a Class Member who validly opts out of this Action;
- (t) **“Opting Out”** means properly completing and submitting an Opt-Out Form and all necessary supporting documents before the expiry of the Opt-Out Deadline;
- (u) **“Pro Rata Distribution”** means the Distribution per dollar of Total Damages;
- (v) **“Reference”** means the procedure by which a Claimant who disagrees with the Administrator’s decision relating to their eligibility for compensation, the determination of the number of Eligible Shares, or the amount of their Distribution, may appeal the Administrator’s decision and have it reviewed by the Referee;
- (w) **“Referee”** means Reva Devins, Vice Chair of the Grievance Settlement Board, a Vice Chair of the Public Service Grievance Board and the Associate Chair under the 1986-90 Hepatitis C Class Action Settlement, or such other person or persons appointed by the Court to serve in that capacity;
- (x) **“Settlement Amount”** means \$1,275,000 Canadian dollars, inclusive of the Administration Expenses, Class Counsel Fees, interest, taxes and any other costs or expenses related to the Action or the Settlement;
- (y) **“Shares”** means common shares of Guestlogix;
- (z) **“Supporting Documentation”** means true copies of: (i) all trade confirmation slips in respect of transactions in the Eligible Shares during the Class Period and for ten (10) trading-days following the end of the Class Period; or (ii) all monthly statements with information concerning transactions in the Eligible Shares during the Class Period and for ten (10) trading-days following the end of the Class Period;
- (aa) **“Total Damages”** means the aggregate of all Authorized Claimants’ Maximum Entitlements; and
- (bb) **“Website”** means the website at www.spark.law/Guestlogix.

DISTRIBUTION TO AUTHORIZED CLAIMANTS

As soon as practicable after the completion of the claims submission and election for review process, the Administrator will bring a motion to the Court for authorization to make Distributions from the Compensation Fund. In support of this motion, the Administrator will file the Distribution List with the Court in a manner that protects the privacy of persons on the Distribution List.

No Distribution shall be made by the Administrator until authorized by the Court.

No Distribution shall be made by the Administrator in respect of any amount under \$100, and the name(s) of the Authorized Claimant(s) with claims under this amount shall be excluded from the Distribution List in respect of such claims.

The Administrator may make interim Distributions if authorized by the Court.

Each Authorized Claimant whose name appears on the Distribution List shall comply with any condition precedent to Distribution that the Court may impose.

The Administrator shall make Distributions from the Compensation Fund forthwith after receipt of authorization from the Court to make Distributions to the Authorized Claimants whose names are on the Distribution List.

Only Class Members are permitted to participate in the Settlement. In particular, the following persons are not permitted to participate in the Settlement:

“Excluded Persons”,

- (a) Brett Proud and Patrick Leung;
- (b) Guestlogix and its past or present subsidiaries, affiliates, their legal representatives, General Counsel, predecessors, successors and assigns;
- (c) any person who was an officer, director or senior employee of Guestlogix during the Class Period;
- (d) any immediate member of Brett Proud and Patrick Leung’s immediate families; and
- (e) any entity in which any of the above persons has or had during the Class Period any legal or *de facto* controlling interest.

THE ADMINISTRATOR

The Administrator shall have such powers and rights reasonably necessary to discharge its duties and obligations to implement and administer the Escrow Account and the Plan of Allocation in accordance with their terms, subject to the direction of the Court.

Once a Claim Form and required Supporting Documentation is received by the Administrator, the Administrator shall:

- (a) determine the number of Eligible Shares;
- (b) decide whether the Claimant is eligible to participate in the Distribution;
- (c) calculate the *Pro Rata* Distribution; and
- (d) calculate the Maximum Entitlement for each Authorized Claimant.

Once the Administrator determines that a Claimant is an Authorized Claimant, the respective number of his, her or its Eligible Shares and his, her or its *Pro Rata* Distribution from the Compensation Fund, the Administrator shall advise the Claimant of the Administrator’s decision via electronic means such as e-mail.

The Administrator may deal with Claimants in a manner that is not through an electronic medium, as and when it determines that such a step is feasible and/or necessary. However, in all cases the information acquired concerning Claimants shall be entered into the Database.

A decision of the Administrator in respect of a claim and any Claimant's entitlement to participate in or receive a share of the Distribution, subject to the Claimant's right to elect to refer the decision to the Referee for review, will be final and binding upon the Claimant and the Administrator.

DISPUTES CONCERNING THE DECISIONS OF THE ADMINISTRATOR

(1) In the event that a Class Member disputes the Administrator's decision, whether in whole or in part, the Class Member may appeal the decision to the Referee in accordance with the applicable provisions in the Plan of Allocation. The decision of the Referee will be final with no right of appeal.

(2) No action shall lie against the Releasees, the Defendants' counsel, Class Counsel, the Administrator (if different from Class Counsel) or the Referee for any decision made in the administration of the Agreement and Plan of Allocation without an order from the Ontario Court authorizing such an action.

THE REFEREE

The Referee shall have such powers and rights as are reasonably necessary to discharge her duties and obligations. The Referee shall establish and employ a summary procedure to review any disputes arising from a decision of the Administrator, and may enter into such mediation and arbitration proceedings as the Referee may deem necessary.

All decisions of the Referee shall be in writing and shall be final and conclusive and there shall be no appeal therefrom whatsoever.

THE PROCEDURE FOR REFERENCE

If a Claimant disagrees with the Administrator's decision relating to eligibility to share in the Distribution, the determination of the number of Eligible Shares, or the amount of his/her/its Maximum Entitlement or Distribution, a Claimant may elect a Reference by the Referee by delivering a written election for review to the Administrator within fifteen (15) days of receipt of the Administrator's decision.

The election for a Reference must set out the basis for the disagreement with the Administrator's decision and attach all documents relevant to the review which have not previously been delivered to the Administrator. This election for a Reference must be accompanied by a certified cheque or money order, payable to the Administrator, in the amount of \$150.

Upon receipt of an election for a Reference, the Administrator shall provide the Referee with access to a copy of:

- (a) the election for a Reference and accompanying documents;
- (b) the Administrator's decision on eligibility, the number of Eligible Shares and its calculation of the Maximum Entitlement and Distribution, as applicable; and
- (c) the Claim Form and Supporting Documentation.

The Referee will carry out the Reference in an inexpensive, summary manner. The Referee will provide all necessary procedural directions and the review will be in writing unless the Referee provides otherwise.

The Administrator shall participate in the process established by the Referee to the extent directed by the Referee.

The Referee shall deliver a written decision to the Claimant and the Administrator. If the Referee disturbs the Administrator's decision relating to eligibility to share in the Distribution, the number of Eligible Shares or his/her/its Maximum Entitlement or Distribution, the Administrator shall return the \$150 deposit to the Claimant. If the Referee does not disturb the Administrator's decision, the Administrator shall add the \$150 to the Compensation Fund.

CLAIM FORM INSTRUCTIONS

Claim Form must be emailed by 11:59 pm, November 17, 2020 to:

Email: Guestlogix@spark.law

RESTRICTION ON CLAIMS

Any Class Member who does not submit a Claim Form and required Supporting Documentation with the Administrator on or before the Claims Bar Deadline, will not be permitted to participate in the Distribution without permission of the Court. The Administrator will not accept or process any Claim Form received after the Claims Bar Deadline unless directed to do so by the Court.

In order to seek payment from the Compensation Fund, a Class Member must submit a completed Claim Form with required Supporting Documentation to the Claims Administrator, in accordance with the provisions of the Plan of Allocation and the Agreement, on **or before the Claims (Bar) Deadline of 11:59 pm, November 17, 2020**

The Claims Bar Deadline is 11:59 pm, November 17, 2020

NO ASSIGNMENT

No amount payable under the Plan of Allocation may be assigned without the written consent of the Administrator.

CLAIMS PROCESS

(1) In order to seek payment from the Settlement Amount, a Class Member must submit a completed Claim Form to the Administrator, in accordance with the provisions of the Plan of Allocation, on or before the Claims Bar Deadline, and any Class Member who fails to do so shall not share in any distribution made in accordance with the Plan of Allocation unless the Court orders otherwise.

(2) In order to remedy any deficiency in the completion of a Claim Form, the Administrator may require and request that additional information be submitted by a Class Member who submits a Claim Form.

Such Class Members shall have until the later of thirty (30) days from the date of the request from the Administrator or the Claims Bar Deadline to rectify the deficiency.

Any person who does not respond to such a request for information within the thirty (30) day period shall be forever barred from receiving any payments pursuant to the Settlement, subject to any order of the Court to the contrary, but will in all other respects be subject to, and bound by, the provisions of the Agreement and the releases contained therein.

DO NOT SEND ORIGINAL DOCUMENTS!

If you are an executor, administrator, guardian, conservator, custodian, third-party filing firm, brokerage firm, trustee and/or acting in a representative capacity on behalf of a Class Member, you must complete and sign this Claim Form on behalf of all persons represented by you, and submit evidence of your current authority to act on behalf of that Class Member, including your titles or capacities, which must be stated. All joint purchasers must sign this Claim Form.

Separate Claim Forms should be submitted for each separate legal entity (e.g., a claim from joint owners should not include separate transactions of just one of the joint owners).

Conversely, a single Claim Form should be submitted on behalf of one legal entity including all transactions made by that entity on one Claim Form, no matter how many separate accounts that entity has (e.g., a corporation with multiple brokerage accounts should include all transactions made in all accounts on one Claim Form).

If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet. There is a blank page at the end of this Claim Form Package.

On the schedules, provide all of the requested information with respect to **all** of your purchases and **all** of your sales of Guestlogix shares that took place during the Class Period, whether such transactions resulted in a profit or a loss. You must also provide all of the requested information with respect to **all** of the shares of Guestlogix accordingly. Failure to report all such transactions may result in the rejection of your claim.

List each transaction separately and in chronological order, by trade date (not settlement date), beginning with the earliest. You must accurately state the month, day, and year (month/date/year format) of each transaction you list. For each transaction, copies of trade confirmations or other documentation of your transaction (i.e. Supporting Documentation) should be attached to your claim.

SPECIAL INSTRUCTIONS TO FINANCIAL INSTITUTIONS AND THIRD-PARTY CLAIM FILING COMPANIES

You must complete a cover sheet with the following information for each Claim you submit. If you fail to provide this cover sheet with the summary of information required to process your Claim, your Claim will be rejected by the Administrator. The information provided must be clear and concise so that the Administrator can process your Claim. Please be advised that the Administrator is not empowered by the Plan of Allocation nor the Agreement to complete the Claim Form on your behalf nor to calculate your Maximum Entitlement which includes the actual loss, the number of Eligible Shares, the amount your client paid for the Eligible Shares, the amount your client received upon disposition of Eligible Shares, and any other calculations required to complete the Claim Form.

Please submit one Claim Form for each client who is to receive a Distribution.

If you are filling a Claim Form which has more than one fund or account, you must ensure that each fund or account that may be eligible for a Distribution is clearly designated. If such instructions are not made clear, the Administrator will make one Distribution for each Claim Form submitted.

The cover sheet must include the following information:

For Eligible Shares disposed of on or before the 10th trading day after the public correction (November 26, 2015):

1. The name of each Claimant that may be eligible for a Distribution;
2. The number of Eligible Shares disposed of on or before the 10th trading day after the public correction (November 26, 2015);
3. The average price paid for the Eligible Shares (including commissions);
4. The price received upon disposition of the Eligible Shares (without deducting commissions);
5. The difference between the average price paid for the Eligible Shares (including commissions) and the price received upon disposition of the Eligible Shares (without deducting commissions), on a per share basis; and
6. The net gain or loss (i.e. the number of Eligible Shares disposed of on or before November 26, 2015, multiplied by the difference between the average price paid for the Eligible Shares (including commissions) and the price received upon disposition of the Eligible Shares (without deducting commissions), on a per share basis).

For Eligible Shares not disposed of on or before the 10th trading day after the public correction (November 26, 2015):

1. The Number of Eligible Shares held but **not** disposed of on or before the 10th trading day after the public correction (November 26, 2015) (the "**Held Shares**");
2. The number of Held Shares disposed of after the 10th trading day after the public correction (November 26, 2015);
3. The number of Held Shares that were never disposed of;
4. The difference between the average price paid for the Held Shares that are disposed of after November 26, 2015 (including commissions) and the average price received upon disposition of the Held Shares that are disposed of after November 26, 2015 (without deducting commissions), on a per share basis ("**A**");
5. The number of Held Shares disposed of after November 26, 2015, multiplied by A calculated above ("**X**");
6. The average price paid for all Held Shares (including commissions paid in respect thereof determined on a per-share basis);
7. The ten-day volume-weighted average trading price for the Eligible Shares following the public correction on November 12, 2015 (the "**Deemed Sale Price**");
8. The difference between the average price paid for all Held Shares and the Deemed Sale Price ("**B**");
9. The number of all Held Shares, multiplied by B calculated above ("**Y**");
10. The lesser of: a) **X**; and
b) **Y**.

Certain Claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in certain electronic format.

The Administrator reserves the right to request additional documentation at any time after your Claim Form and Release (found below) and file have been received and processed. The documentation provided should be sufficient to verify the identity, validity, truthfulness and accuracy of the data provided in the file.

Guestlogix Securities Class Action Claims Administration

CLAIM FORM AND RELEASE

Claim Form must be emailed
by
11:59 pm on November 17, 2020

Please Type or Print

CLAIMANT IDENTIFICATION

The Claims Administrator will use this information for all communications regarding your Claim Form. If this information changes, you MUST notify the claims administrator by email to Guestlogix@spark.law.

Beneficial Owner's Name (as the name(s) should appear on check, if eligible for payment)

[Grid for Beneficial Owner's Name]

Street

[Grid for Street]

[Grid for Street]

City:

[Grid for City]

Province or State:

Postal or
Zip Code:

[Grid for Province or State]

[Grid for Postal or Zip Code]

Country:

[Grid for Country]

Telephone Number

([])

- []

Telephone Number

([])

- []

[Grid for Address]

Individual

Corporation/Other

Email Address:

[Grid for Email Address]

CALCULATION OF THE DISTRIBUTION AND MAXIMUM ENTITLEMENT

The Distribution for each Authorized Claimant will be calculated by the Administrator by dividing the Compensation Fund by the Total Damages to calculate a per dollar of Total Damages distribution defined herein as the “Pro Rata Distribution”;

The Administrator will then multiply the Pro Rata Distribution by the Maximum Entitlement for each Authorized Claimant to arrive at the Distribution to be paid to each Authorized Claimant;

In no event shall an Authorized Claimant receive a Distribution greater than his/her/its Maximum Entitlement;

The Maximum Entitlement shall be calculated as follows:

- (a) **For Eligible Shares disposed of on or before the 10th trading day after the public correction (November 26, 2015)**, the number of Eligible Shares disposed of on or before November 26, 2015, multiplied by the difference between the average price paid for those Eligible Shares (including commissions, determined on a per share basis) and the price received upon disposition of those Eligible Shares (without deducting commissions, determined on a per share basis);

A. Number of Eligible Shares disposed of on or before the 10 th trading day after the public correction (November 26, 2015) “A”	
B. The average price paid per share for Eligible Shares (including commissions) “B”	
C. The average price received per share upon disposition of Eligible Shares (without deducting commissions) “C”	
D. The difference between the average price paid for Eligible Shares (including commissions) and the average price received upon disposition of Eligible Shares (without deducting commissions), on a per share basis “D” = (“B” – “C”)	
E. Net Gain or Loss “E” = (A” x “D”)	

Notes:

- (b) **For Eligible Shares not disposed of on or before the 10th trading day after the public correction (November 26, 2015) (referred to as “Held Shares”)**, the lesser of:
- a An amount equal to the number of Held Shares of an Authorized Claimant, multiplied by the difference between the average price paid for those Shares (including any commissions paid in respect thereof, determined on a per share basis) and the average price received upon the disposition of those Shares (without deducting any commissions paid in respect of the disposition, determined on a per share basis); and
 - b An amount equal to the number of Held Shares of an Authorized Claimant, multiplied by the difference between the average price paid for those Shares (including any commissions paid in respect thereof, determined on a per share basis) and the ten-day

volume-weighted average trading price for those Shares following the public correction on November 12, 2015.

F. Number of Eligible Shares not disposed of on or before the 10 th trading day after the public correction (November 26, 2015), i.e. "Held Shares" " F "	
G. The number of Held Shares disposed of after the 10 th trading day after the public correction (November 26, 2015) " G "	
H. The Number of Held Shares that were never disposed of " H " = (" F " – " G ")	
I. The difference between the average price paid for Held Shares (including commissions) on a per-share basis and the average price received upon disposition of Held Shares sold after the 10 th trading day after the public correction (November 26, 2015) on a per share basis " I "	
J. The Number of Held Shares disposed of after November 26, 2015, multiplied by the difference between the average price paid for Held Shares (including commissions) on a per-share basis and the average price received upon disposition of Held Shares sold after November 26, 2015 on a per share basis. " J " = (" G " x " I ")	
K. The average price paid for all Held Shares (including commissions paid in respect thereof, determined on a per share basis) " K "	
L. The ten-day volume-weighted average trading price for Eligible Shares for the ten-trading days following the public correction on November 12, 2015. " L "	To be provided by Guestlogix
M. The difference between the average price paid for all Held shares, on a per share basis and the ten-day volume-weighted average trading price for Eligible Shares for the ten trading-days following the public correction of November 12, 2015. " M " = (" K " – " L ")	
N. The Number of Held Shares that were never disposed of, multiplied by the difference between the average price paid for all Held shares, on a per share basis and the ten-day volume-weighted average trading price for Eligible Shares for the ten trading-days following the public correction of November 12, 2015. " N " = (" H " x " M ")	
O. Add the number you calculated for "J" with the number you calculated for "N". " O " = (" J " + " N ")	
P. The number of Held Shares, multiplied by the difference between the average price paid for all Held shares, on a per share basis and the ten-day volume-weighted average trading price for Eligible Shares for the ten trading-days following the public correction of November 12, 2015. " P " = (" F " x " M ")	
Q. The Lesser of "O" and "P".	
Maximum Entitlement = " E " + " Q "	

Notes:

RELEASE AND DECLARATION

YOU MUST READ AND SIGN THE RELEASE AND DECLARATION. FAILURE TO SIGN THIS FORM MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

I acknowledge that I am a Class Member bound by and subject to the terms of the Agreement, Plan of Allocation and any Court Order that may form any part of the litigation and settlement. I hereby agree to provide additional information to the Administrator to support this claim, if requested to do so. I have not submitted any other claim covering the same purchases or sales of Guestlogix's securities during the Class Period and know of no other person having done so on my behalf.

On behalf of myself and each of my heirs, agents, executors, trustees, administrators, predecessors, successors, and assigns, I submit this Claim Form Package under the terms of the Agreement, Plan of Allocation and any Court Order that may form any part of the litigation and settlement and enforcing the release and declaration set forth herein.

RELEASE

Pursuant to the Agreement, Plan of Allocation and Court documents;

1. Upon the Effective Date of the Settlement, I, as a Class Member, acknowledge full and complete satisfaction of, and fully, finally, and forever settle, release, and discharge from the Released Claims each and all of the Releasees, defined in the Agreement, Plan of Allocation and Court documents.
2. I hereby warrant and represent that I have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.
3. I hereby warrant and represent that I have included the information requested about all of my transactions in Guestlogix's securities which are the subject of this claim, which occurred during the Class Period, as well as the opening and closing positions in such securities held by me on the dates required in this Claim Form.
4. I hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge from the Released Claims each and all of the "Releasees" defined as: jointly and severally, individually and collectively, the Defendants and all of their respective present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers, reinsurers, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and all of their respective past, present and future officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives; and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing.

Release of Releasees

Pursuant to the Agreement, Plan of Allocation and Court documents;

Upon the Effective Date, in consideration of payment of the Settlement Amount and for other valuable consideration set forth in the Agreement, the Releasers forever and absolutely release and forever discharge the Releasees from the Released Claims that any of them, whether directly, indirectly, or in any other capacity, ever had, now have, or hereafter can, shall or may have.

Mutual Release Between Releasees

Pursuant to the Agreement, Plan of Allocation and Court documents;

As of the Effective Date, each of the Releasees forever and absolutely remise, release, waive and forever discharge the other Releasees, their successors and assigns of and from all claims, demands, actions, costs, and debts whatsoever in law or in equity arising from or relating to the Released Claims, save and except for any entitlements to indemnification, whether pursuant to contract, law or equity, other than claims for indemnification arising out of the Action. For greater clarity, nothing herein shall be taken as, or shall constitute, a release by any insured of rights he or she or it may have under any applicable policies of insurance.

No Further Claims

Pursuant to the Agreement, Plan of Allocation and Court documents;

Upon the Effective Date, the Releasers and Class Counsel shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasee, or any other person who may claim contribution or indemnity or other claims over relief from any Releasee, in respect of any Released Claim or any matter related thereto.

I declare under penalty of perjury and disqualification to receive payment from the Compensation Fund, under the laws of the Province of Ontario, that all of the foregoing information, documentation, calculations and identity supplied in my Claim Form Package by the undersigned is true, accurate and correct.

Executed this _____ day of _____, in _____, _____.
(Month/Year) (City) Province

_____ (Sign your name here)

(Capacity of person(s) signing

NOTES TO THE ADMINISTRATOR: