

AMENDMENT TO THE SETTLEMENT AGREEMENT

Dated February 23, 2025

BETWEEN:

STUART THIEL, as Representative Plaintiff (the “Plaintiff”)

- and -

**META PLATFORMS INC. (formerly known as Facebook, Inc.)
(the “Defendant”)**

PREAMBLE

WHEREAS a judgment of the Superior Court of Québec rendered on August 19, 2021 authorized the Plaintiff to institute a class action against the Defendant (the “**Class Action**”);

WHEREAS on or about August 14, 2024, the Parties entered into a settlement agreement (the “**Settlement Agreement**”), in order to finally and completely settle the Class Action without any admission and without costs subject to the approval of the Court;

WHEREAS a hearing was held on February 11, 2025 during which the Honourable Justice Dominique Poulin, j.c.s. raised certain issues relating to the timeline for bringing a motion for seeking the issuance of a closing judgment and the opportunity for the Court to receive copies of the annual reports to be prepared by the Academic Institutions;

WHEREAS the Settlement Agreement provides that it may be amended in writing with the consent of the Parties, and that any amendment must be approved by the Court;

WHEREAS the Parties have agreed on certain amendments to the Settlement Agreement in order to facilitate its approval by the Court;

AND WHEREAS the capitalized terms herein not otherwise defined shall have the definition ascribed to them in the Settlement Agreement.

NOW THEREFORE, pursuant to Article 14 of the Settlement Agreement, the parties hereto covenant and agree to amend the Settlement Agreement as follows:

1. In Article 11 a) of the Settlement Agreement, the terms “Within a maximum of 6 months following the Effective Date” is removed and replaced by “Within a maximum of five (5) years following the Effective Date.”


2. Schedule A of the Settlement Agreement is amended by the addition of the following four (4) conclusions to those sought in the Application to Approve the Settlement Agreement and the Professional Fees of Class Counsel:
 - a) “PRAYS ACT of the undertaking of Class Counsel to send to the Court a copy of each annual report detailing the use, management and outcomes of the Funds upon receipt of each annual report from the Academic Institutions.”;
 - b) “DECLARES that upon receipt by Plaintiff’s counsel of the Settlement Amount in trust, the Releasors will be deemed to have effectively released the Releasees of the Released Claims and the Defendant will bear no further obligations pursuant to the Settlement Agreement or the Amendment to the Settlement Agreement.”;
 - c) “DECLARES that Parties are exempt from proceeding to direct notification to Class Members of the Amendment to the Settlement Agreement.”; and
 - d) “PRAYS ACT of the undertaking of Class Counsel to take necessary steps for the publication of the Amendment to the Settlement Agreement on the Administrator’s website, Class Counsel’s website and on the Registre des actions collectives.”
3. The Parties undertake to submit the present Amendment to the Settlement Agreement promptly to the Court for its approval.
4. In the event of a discrepancy between the present Amendment to the Settlement Agreement and the French translation, the English version will prevail.

IN WITNESS WHEREOF the parties hereto have executed this Amendment by their properly authorized officers in their behalf, as of the day and year first above written.

STUART THIEL


Representative Plaintiff

META PLATFORMS INC.
(formerly known as Facebook, Inc.)

By: 
Name: Brady Freeman
Title: Associate General Counsel, Litigation