

SECOND AMENDMENT TO THE SETTLEMENT AGREEMENT

Dated May 29, 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 Settlement Agreement was amended by the parties on February 23, 2025 to address the issues raised at the hearing of February 11, 2025;

WHEREAS on February 26, 2025, the Honourable Justice Dominique Poulin, j.c.s. wrote to the parties seeking further submissions on the scope of the release contained in the Settlement Agreement, given that it covered claims, *inter alia*, for compensatory damages;

WHEREAS on March 14, 2025, counsel for the Representative Plaintiff wrote to the Court with the consent of the Defendant providing joint submissions on behalf of the parties regarding the scope of the release;

WHEREAS on April 3, 2025, the Court issued its judgment on the motion to approve the settlement of the Class Action ([2025 QCCS 1190](#)) in which it (1) suspended the motion; (2) refused to approve the Settlement Agreement and the Class Counsel Fees on the sole basis that the scope of the release exceeds the powers conferred on the Representative Plaintiff with respect to claims for compensatory damages; (3) authorized the parties to submit to the Court a modified text of the release, in which case the Court will rule on the motion for approval of

the Agreement and the Class Counsel Fees on file, without a new hearing, unless the parties make a written request for a hearing;

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. **Article 1 j.** is replaced with the following text:

Released Claims means any and all manner of claims, demands, actions, suits, causes of action, complaints or demands for payment, whether class, individual or otherwise in nature, including assigned whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses, penalties, and lawyers' fees (including, without limitation, all Plaintiff's Attorneys Fees), known or unknown, suspected or unsuspected, actual or contingent, liquidated or unliquidated, in law, under statute or in equity, that the Plaintiff or Class Members ever had or have as of the date of the settlement agreement, relating to the conduct as alleged in the Class Action and to the damages sought by the Class Action;

For greater certainty, the Released Claims include any sharing of the Class Members' personal information with, or access of that personal information by, any third-party entity, irrespective of the purpose or context of said information-sharing or access, as well as the collection, use, communication, disclosure, retention, and protection of the personal information of the Class Members by the Defendant and its affiliates (including, without limitation, any claims in respect of monitoring or enforcement of any third-party entity), in relation to the conduct as alleged in the Class Action;

For greater certainty, the Released Claims include claims for all heads of damages or liabilities arising from the Class Action, including, without limitation, punitive damages, legal fees and costs, and administration fees;

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