

NO. S-230956
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

KARAN KESWANI and N.W.

PLAINTIFFS

AND:

**GOTO TECHNOLOGIES USA, INC., LASTPASS US LP, GOTO TECHNOLOGIES
CANADA LTD. and LASTPASS TECHNOLOGIES CANADA ULC**

DEFENDANTS

Brought under the *Class Proceedings Act*, RSBC 1996, c 50

BEFORE } THE HONOURABLE MR. JUSTICE BRONGERS } September 22, 2025

ORDER MADE AFTER APPLICATION

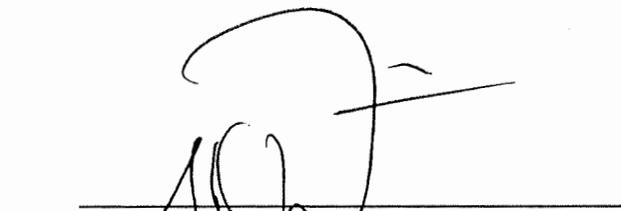
ON THE APPLICATION of the Plaintiffs coming on for hearing before the Honourable Mr. Justice Brongers at the courthouse at 800 Smithe Street, Vancouver, B.C., on September 22, 2025; on reading the materials filed, including the settlement agreement dated September 10, 2025 ("**Settlement Agreement**"), and on hearing Sage Nematollahi, Alexia Majidi and Serena Cheong or the Plaintiffs and Jonathan Buysen for the Defendants, and on being advised that the Plaintiffs and the Defendants consent to this order;

THIS COURT ORDERS that:

1. Except where otherwise indicated, all capitalized terms in this order have the same meanings as are ascribed to them in the Settlement Agreement attached as **Schedule "A"** to this Order;
2. This action is certified as a class proceeding for settlement purposes only, pursuant to the *Class Proceedings Act*, RSBC 1996, c 50, as amended;
3. The class is defined as per the definition included at **Schedule "B"** to this Order;
4. Karan Keswani and N. W. are appointed as the representative plaintiffs for the Class;
5. The following questions are certified as a common issue for settlement purposes only:
 - 1) Did the Defendants, or any of them, breach a duty owed to Settlement Class Members in respect of the Data Breach? 2) If so, are the Settlement Class Members entitled to damages?
6. Concilia Services Inc. is hereby appointed as the Claims Administrator;
7. Any person who is a putative member of the Class who wishes to opt-out must complete the Opt-Out Form attached as Schedule C to the Settlement Agreement and submit it to Class Counsel by the Opt-Out Deadline by email at an email to be provided by the Claims Administrator;
8. The short form (publication) notice and long form notice are hereby approved substantially in the forms attached as Schedule B to the Settlement Agreement;
9. The plan for disseminating the Notice as provided for in Schedule D of the Settlement Agreement is approved;

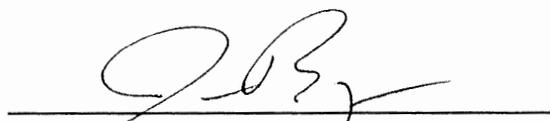
[signatures follow on the next page]

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

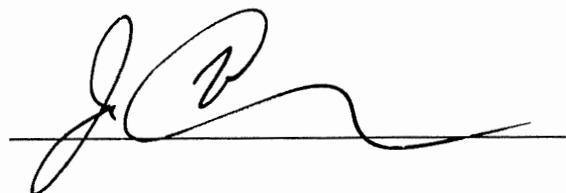


Signature of Sage Nematollahi
Counsel to the Plaintiffs

By the Court:



Signature of Jonathan Buysen
Counsel to the Defendants GoTo
Technologies USA, Inc., LastPass US
LP, GoTo Technologies Canada Ltd.
and LastPass Technologies Canada
ULC





SCHEDULE A TO ORDER DATED SEPTEMBER 22, 2025

SETTLEMENT AGREEMENT

Between

KARAN KESWANI and N.W.
(the "Plaintiffs")

and

GOTO TECHNOLOGIES USA, LLC (f/k/a "GOTO TECHNOLOGIES USA, INC."), LASTPASS US LP, GOTO TECHNOLOGIES CANADA LTD. and LASTPASS TECHNOLOGIES CANADA ULC
(the "Defendants")

EXECUTED September 10, 2025

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This Settlement Agreement is entered into by the Plaintiffs and the Defendants by and through their respective counsel.

RECITALS

Whereas:

- A. In 2022, LastPass US LP was the victim of an unknown threat actor who was able to leverage credentials stolen from a senior employee to access certain aspects of a LastPass cloud storage environment and take certain encrypted and unencrypted user information (the "**Data Breach**").
- B. At the time of the Data Breach, there were 1,102,688 LastPass accounts for users in Canada.
- C. Of these user accounts, at least 218,087 are believed to have contained no user data.
- D. On or about February 8, 2023, Karan Keswani commenced a putative class action against the Defendants in the Supreme Court of British Columbia by way of a Notice of Civil Claim seeking damages in relation to the Data Breach (the "**Action**").
- E. The Notice of Civil Claim was amended on February 23, 2024 to add N.W. as a plaintiff (the "**Claim**").
- F. The Action is judicially managed by the Honourable Mr. Justice Brongers of the Supreme Court of British Columbia.
- G. The Plaintiffs allege in the Claim that the Defendants did not have appropriate measures to safeguard and were not effective in protecting users' Private Information (as defined in the Claim) against computer hacks and cyberthreats and further allege that the Defendants did not appropriately investigate and communicate regarding the scope and impact of the Data Breach.
- H. In the Action, the Plaintiffs assert claims against the Defendants for negligence, intrusion upon seclusion, breaches of provincial privacy and consumer legislation, breach of the *Competition Act*, and breach of contract.
- I. There has been no determination or finding of any liability or wrongdoing on the part of the Defendants in the Action.
- J. The Defendants do not admit, through the execution of this Settlement Agreement or otherwise, any allegation of unlawful conduct alleged in the Claim, or otherwise, and the Defendants believe and maintain that they have good and valid defences to the claims asserted against them.

- K. The Plaintiffs and Defendants (collectively, the “**Parties**”) agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against the Defendants or evidence of the truth of any of the Plaintiffs’ allegations against the Defendants, which allegations are expressly denied by the Defendants.
- L. The Parties recognize and acknowledge the expense and length of continued proceedings that would be necessary to litigate the Action through trial and appeals and have taken into account the uncertain outcome and risk of any litigation, especially in complex actions such as this Action, as well as the difficulties and delays inherent in such litigation, and are entering into this Settlement Agreement to achieve a final resolution of all Released Claims asserted or which could have been asserted against the Releasees by the Plaintiffs and/or the Settlement Class and to avoid the uncertainties, further expense, inconvenience and distraction of burdensome and protracted litigation.
- M. Counsel for the Defendants and Class Counsel have engaged in extensive arm’s-length settlement discussions and negotiations, including a two-day in-person mediation in February 2025 with a very experienced mediator, Bruce Friedman, Esq., that, while unsuccessful, led to further negotiations which resulted in the Parties reaching agreement on April 1, 2025 to the terms of a settlement of the Action in principle.
- N. As a result of these settlement discussions and negotiations, the Defendants and Plaintiffs have entered into this Settlement Agreement, which contains all of the terms and conditions of the settlement between the Defendants and Plaintiffs, both individually and on behalf of the Settlement Class they seek to represent, subject to approval of the Court.
- O. The Plaintiffs have reviewed and fully understand the principal terms of this Settlement Agreement and, based on Class Counsel’s analysis of the facts and law applicable to the Plaintiffs’ claims, having regard to the burdens and expense in prosecuting the Action, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the settlement, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the Settlement Class they seek to represent.
- P. For the purposes of settlement only, the Parties now consent to certification of the Action as a class proceeding in respect of the Settlement Class and Common Issues set out herein, contingent on approval by the Court as provided for in this Settlement Agreement, on the express understanding that such certification shall not derogate from the respective rights of the Parties in the event that this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason.

- Q. Subject to Court approval, a Canada-wide notice program and opt-out process as set out herein will be provided to the Settlement Class.
- R. The Plaintiffs assert that they are adequate class representatives for the Settlement Class they seek to represent and as to which they seek to be appointed as representative Plaintiffs in the Action.
- S. It is the intention of Parties to finally resolve the Action and all disputes and claims which they have between them as set forth below.

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed by the Parties that the Action be settled and dismissed (with prejudice and without costs) on the following terms and conditions:

SECTION 1 - DEFINITIONS

For the purposes of this Settlement Agreement only, including the Recitals and Schedules hereto:

- A. **Action** means the putative class proceeding commenced by the Plaintiffs against the Defendants in the Supreme Court of British Columbia, at the Vancouver Registry, having court file number S-230956, and "**Class Action**" means the Action when certified as a class proceeding for settlement purposes only by the Court's First Order.
- B. **Administration Expenses** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of notices and the costs of claims administration, but excluding Class Counsel Fees and Disbursements.
- C. **CAD** means Canadian dollars.
- D. **Class Counsel** means KND Complex Litigation and Hammerco Lawyers LLP.
- E. **Class Counsel Fees and Disbursements** means the amount payable to Class Counsel in fees, disbursements, costs, interest, GST, and other applicable taxes or charges of Class Counsel in respect of the prosecution of the Action, as approved by the Court.
- F. **Common Issues** means the following: "Did the Defendants, or any of them, breach a duty owed to Settlement Class Members in respect of the Data Breach? If so, are the Settlement Class Members entitled to damages?"
- G. **Court** means the Supreme Court of British Columbia.
- H. **Data Breach** has the meaning ascribed to it in Recital A hereof.

- I. **Defence Counsel** means Stikeman Elliott LLP.
- J. **Effective Date** means (i) the date upon which the ability to appeal from the anticipated Second Order expires; or (ii) if any appeal is taken from the Second Order, then the Effective Date shall be the date upon which any such appeal is concluded by way of a Final order.
- K. **Execution Date** means the date inscribed on the cover page of this Settlement Agreement.
- L. **Final** when used in relation to a Court order means all rights of appeal from such order or judgment have expired or have been exhausted and that the ultimate court of appeal (or court of last resort) to which an appeal (if any) was taken has upheld such order.
- M. **First Order** means the order of the Court certifying this action as a class proceeding for settlement purposes and approving the Notice of Hearing and Opt-Out, substantially in the form of **Schedule A** hereto or as modified by the Court.
- N. **LastPass** means the entity that was formerly owned by GoTo Technologies USA, LLC (f/k/a "GoTo Technologies USA, Inc."), which operates the LastPass zero-knowledge encrypted password management vault service.
- O. **Notice of Hearing and Opt-Out** means the forms of notice of the settlement approval hearing and opt-out procedure substantially in the forms attached as **Schedule B** hereto, or as modified by the Court.
- P. **Notice Plan** means the plan for disseminating the notices to Settlement Class Members contemplated by this Settlement Agreement attached as **Schedule D** hereto or as modified by the Court.
- Q. **Opt-Out Deadline** means the date that is thirty (30) days after the first publication of the Notice of Hearing and Opt-Out pursuant to the Notice Plan.
- R. **Opt-Out Form** means the form required to be completed by any Settlement Class Member(s) who wish(es) to opt out of the Class Action attached as **Schedule C** hereto or as modified by the Court.
- S. **Opt-Out Thresholds** have the meaning ascribed to them in section 4.2 hereof and form an integral part of this Settlement Agreement.
- T. **Parties**, when capitalized, means the Plaintiffs and the Defendants, and **Party** means any one thereof.
- U. **Plan of Allocation** means the plan for allocating and distributing the Settlement Amount to the Settlement Class set out in **Schedule F** hereto or as modified by the Court.
- V. **Released Claims** means any and all manner of claims, complaints, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, damages of

any kind whenever incurred, declaratory relief, liabilities of any nature whatsoever, including assigned claims, claims for injunction, contribution, indemnity, interest, costs, expenses, class administration costs (including Administration Expenses), and lawyers' fees, known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, that the Releasers, or any of them ever had, could have had, or now have related to the Data Breach and the related allegations in the Action, or related to the facts alleged in the Action.

- W. **Releasees** means the Defendants and each of their respective predecessors, assigns, parents, subsidiaries, affiliates, divisions, partners, agents, mandataries, insurers, reinsurers, and each of their past and current officers, directors, employees, agents, shareholders and beneficiaries of any kind including their respective successors.
- X. **Releasers** means, individually and collectively, the Plaintiffs and the Settlement Class Members, and their respective successors, heirs, executors, administrators, trustees, assigns, devisees, agents, subrogees, insurers, partners, mandataries or representatives of any kind.
- Y. **Second Order** means the order of the Court approving the terms of this Settlement Agreement, substantially in the form of **Schedule E** hereto or as modified by the Court.
- Z. **Settlement Agreement** means this agreement, including the Recitals and Schedules.
- AA. **Settlement Amount** means the sum of USD \$3,000,000.00.
- BB. **Settlement Class** means:
- “All individuals and entities residing or domiciled in Canada whose Private Information was accessed by unauthorized parties during the Class Period in or as a result of the Data Breach.”
- For the purposes of this definition, Private Information means the Defendants' customer data that was compromised in the Data Breach, and may include the following information: (a) company names (if applicable); (b) end-user names (if provided to the Defendants); (c) billing address (if provided); (d) email addresses; (e) telephone numbers (if provided); (f) the IP addresses from which customers were accessing the LastPass service; and (g) the backup of encrypted customer vault data.
- CC. **Settlement Class Member(s)** means any individual(s) or entity (entities) falling within description of the Settlement Class that has (have) not validly and timely opted out of the Class Action.
- DD. **Trust Account** means a guaranteed investment vehicle, liquid money market account or equivalent security offered by a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, S.C. 1991, c. 46) or a Provincially Registered Credit Union (listed under the *Credit Unions and Caisses Populaires Act*, 1994, S.O. 1994, c. 11) held at a Canadian financial institution under the control of Class Counsel, held

by KND Complex Litigation, for the benefit of the Settlement Class Members or the Defendants, as provided for in this Settlement Agreement.

EE. **USD** means United States dollars.

SECTION 2 - SETTLEMENT APPROVAL

2.1 Best Efforts

The Parties shall use their best efforts to effectuate this Settlement Agreement and shall cooperate to seek and obtain the Court's approval of this Settlement Agreement and secure the prompt, complete and final (with prejudice) dismissal of the Action.

The Parties recognize and acknowledge that the Opt-Out Thresholds are confidential and commercially sensitive information which should not be disclosed to anyone else, except the Court in connection with the settlement approval process. The Parties agree that on any (all) applications contemplated by this Settlement Agreement the Opt-Out Thresholds will only be provided to the Court confidentially and, if necessary, filed under seal.

The Defendants will cooperate to provide information to the Court that is reasonable and necessary to obtain Court approval of this Settlement Agreement.

2.2 Application Seeking Class Certification and Notice Approval

The Plaintiffs shall bring an application before the Court, as soon as practicable after the Execution Date, seeking the First Order.

The First Order shall be proposed to the Court substantially in the form attached as **Schedule "A"** hereto.

2.3 Application Seeking Settlement Approval

As soon as practicable after the First Order referred to in Section 2.2 has been granted by the Court and the Notice of Hearing and Opt-Out has been provided pursuant to Section 9 of this Settlement Agreement (or as may be directed by the Court), the Plaintiffs shall bring an application before the Court seeking the Second Order.

The Second Order shall be proposed to the Court substantially in the form attached as **Schedule "E"** hereto.

This Settlement Agreement shall only become final on the Effective Date.

2.4 Pre-Application Confidentiality

Until the application required by Section 2.2 is brought, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them to anyone else without the prior consent of Defence Counsel and Class Counsel, except that disclosure of those terms may be made without such prior consent:

- to legal counsel for the disclosing Party or its affiliates;

- to the extent required by a Party's auditors, financial advisors and/or accountants who are subject to a duty of confidentiality to the disclosing Party or its affiliates for the purposes of financial reporting, annual reports or the preparation of financial records (including tax returns and financial statements);
- to the extent necessary to give effect to the terms of this Settlement Agreement; or
- as otherwise required by law.

SECTION 3 – SETTLEMENT PAYMENTS

3.1 Payment of Settlement Amount

- (a) Within thirty (30) days after the First Order has been granted by the Court, the Defendants shall pay or cause to be paid \$300,000 USD of the Settlement Amount for deposit into the Trust Account (the "**First Payment**").
- (b) Within thirty (30) days after the Effective Date, the Defendants shall pay or cause to be paid the remaining \$2,700,000 USD of the Settlement Amount for deposit into the Trust Account (the "**Second Payment**").
- (c) The Settlement Amount, when fully paid in accordance with paragraphs (a) and (b) above, shall be inclusive of all amounts, including interest and costs and shall be in full satisfaction of the Released Claims against the Releasees.
- (d) The Defendants and other Releasees shall have no obligation to make any payments other than the First and Second Payments referred to in paragraphs (a) and (b) above, or any obligation to pay any amount(s) in addition to the Settlement Amount in respect of the Released Claims, for any reason, pursuant to or in furtherance of this Settlement Agreement or the Action.
- (e) Class Counsel or its duly appointed agent shall maintain the Trust Account as provided for in this Settlement Agreement.
- (f) Class Counsel or its duly appointed agent shall not pay out all or any part of the monies in the Trust Account, except in accordance with this Settlement Agreement, or in accordance with an order of the Court obtained after notice to the Parties.

3.2 Taxes and Interest

- (a) Except as hereinafter provided, all interest earned on the Settlement Amount shall accrue to the benefit of the Settlement Class and shall become and remain part of the Trust Account.
- (b) Subject to Section 3.2(c), all taxes payable on any interest which accrues on the Settlement Amount in the Trust Account shall be the responsibility of the Settlement Class. Class Counsel or its duly appointed agent shall be solely responsible to fulfill all tax reporting and payment requirements arising from the monies in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned on the monies in the Trust Account shall be paid from the Trust Account.

- (c) The Defendants shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned by the monies in the Trust Account or pay any taxes on the monies in the Trust Account, unless this Settlement Agreement is not approved, is terminated or otherwise fails to take effect, in which case the interest earned on the Settlement Amount in the Trust Account shall be paid to the Defendants who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Class Counsel or its duly appointed agent.

SECTION 4 – OPT-OUT PROCEDURE

4.1 Court Approval of Opt-Out Process and Deadlines

- (a) As part of the application for the First Order described in Section 2.2 of this Settlement Agreement, Class Counsel shall seek the Court's approval of the following opt-out procedure:
 - (i) a Settlement Class Member seeking to opt out of the Class Action must do so by the Opt-Out Deadline; and
 - (ii) in order to opt out of the Class Action, a Settlement Class Member must complete, sign and submit to Class Counsel an Opt-Out Form by the Opt-Out Deadline.
- (b) Class Members who validly opt out of the Class Action by the Opt-Out Deadline shall thereafter not be members of the Settlement Class and shall have no further right to share in the distribution of funds as a result of the Settlement Agreement.
- (c) Upon the expiry of the Opt-Out Deadline, Class Counsel shall provide a report to Defence Counsel and the Court containing the names of each person who has validly and timely opted out of the Class Action and, if applicable, the total value of any Crypto assets alleged to have been lost as identified on the received Opt-Out Forms.
- (d) Class Counsel agree that they will not act as counsel for any Opt-Out plaintiff in any subsequent proceeding against the Defendants or other Releasees (or any of them) related to the subject matter of the Action, and further agree that they will not have any pecuniary interest in any such subsequent litigation.

4.2 Confidential Opt-Out Thresholds for Termination

The Parties agree that, in the event that Class Counsel receives valid and timely Opt-Out Forms which satisfy either of the confidential thresholds which have been separately stated and agreed between them (the "**Opt-Out Thresholds**"), the Plaintiffs (on the one hand) and the Defendants (on the other hand) shall each have the right to terminate this Settlement Agreement pursuant to Section 11.

SECTION 5 – DISTRIBUTION OF SETTLEMENT AMOUNT

5.1 Court Approval of Plan of Allocation

- (a) The Plan of Allocation set out at **Schedule “F”** hereto is part of this Settlement Agreement.
- (b) As part of the application for the Second Order referred to in Section 2.3 of this Settlement Agreement, Class Counsel shall seek Court approval of the Plan of Allocation.

SECTION 6 – RELEASES AND DISMISSAL

6.1 Release of Releasees

Except in the case of the termination of this Settlement Agreement pursuant to Section 11 hereof, and conditional upon the approval of this Settlement Agreement by the Court, as at the Effective Date, the Releasors immediately, forever and absolutely release the Releasees from the Released Claims.

The Plaintiffs acknowledge that they may thereafter discover facts in addition to, or different from, the facts which they know or believe to be true regarding the Released Claims, and it is their intention to release fully, finally and forever all Released Claims and, in furtherance of such intention, this release by all of the Releasors shall be and shall remain in effect notwithstanding the discovery or existence of new or different facts.

6.2 No Further Claims

Upon the Effective Date, the Releasors shall not institute, continue, maintain, or assert, either directly or indirectly, on their own behalf or on behalf of any class or any other person, any Released Claim against any Releasee or any other person who may claim contribution or indemnity from any Releasee in respect of any Released Claim.

6.3 Dismissal of the Action

Upon the Effective Date, the Action shall be dismissed, with prejudice and without costs.

SECTION 7 - EFFECT OF SETTLEMENT

7.1 No Admission of Liability

Whether or not this Settlement Agreement is approved or terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any fault, wrongdoing or liability by any of the Releasees, or of the truth of any claims or allegations contained in the Action or any other allegation made by the Plaintiff or Settlement Class Members in any forum or context. The Defendants deny any liability and deny the truth of the allegations made against them.

The Defendants and other Releasees reserve their rights and defences with respect to anyone who validly opts out of the Class Action, and no term of this Settlement Agreement shall be tendered as evidence in any subsequent litigation by any such person against the Defendants or other Releasees.

7.2 This Agreement Not Evidence

The Parties agree that, whether or not it is approved or terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence, or received in evidence in any pending or future civil, criminal, or administrative action or other proceeding, in British Columbia or any other jurisdiction, except in a proceeding to approve or enforce this Settlement Agreement or in connection with the other applications contemplated in this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law, or with the written consent of all Parties.

SECTION 8 - CERTIFICATION FOR SETTLEMENT ONLY

8.1 Effect of Certification for Settlement Purposes

The Parties agree that the Action shall be certified as a class proceeding solely for purposes of settlement of the Action and the approval of this Settlement Agreement by the Court, and such certification shall not be used or relied on against the Defendants for any other purpose or in any other proceeding.

8.2 Common Issues

The Plaintiffs agree that, on their application for the First Order referred to in Section 2.2 of this Settlement Agreement, they will only seek certification of the Common Issues and they will not assert any class other than the Settlement Class.

SECTION 9 - NOTICE TO SETTLEMENT CLASS

9.1 Notices Required

- (a) The Settlement Class shall be given the following notices, subject to approval by the Court:
- (i) Notice of Hearing and Opt-Out;
 - (ii) Notice of settlement approval; and
 - (iii) Notice of termination, if the Settlement Agreement is terminated or otherwise fails to take effect and the notice(s) referred to in subparagraphs (i) and/or (ii) have previously been provided to the Settlement Class.

9.2 Form of Notices

- (a) The notice referred to in subparagraph 9.1(a)(i) above shall be substantially in the form attached at Schedule "B" hereto or as modified by the Court.
- (b) The notice referred to in subparagraph 9.1(a)(ii) above shall be in a form to be agreed upon by the Parties and approved by the Court in connection with or subsequent to the Second Order.
- (c) The notice referred to in subparagraph 9.1(a)(iii) above shall be in a form to be agreed upon by the Parties and approved by the Court or, if the Parties cannot agree on the form of the notice of termination of the Settlement Agreement, then in the form ordered by the Court.

9.3. Method of Disseminating Notices

The notices required under Section 9.1 shall be disseminated pursuant to the Notice Plan attached hereto as **Schedule D**, as approved by the Court on the application by the Plaintiffs for the First Order referred to in Section 2.2 of this Settlement Agreement, or in a manner otherwise ordered (at any time) by the Court.

The Defendants shall have no liability or responsibility whatsoever in respect of the provision of notices to the Settlement Class members.

SECTION 10 - CLASS COUNSEL FEES, DISBURSEMENTS AND ADMINISTRATION EXPENSES

10.1 No Liability of Defendants

The Defendants and other Releasees shall not be liable for any of the fees, disbursements or taxes of Class Counsel, the Plaintiffs or Settlement Class Members, or any of their respective lawyers, experts, advisors, agents, or representatives.

10.2 Payments from Trust Account

- (a) Class Counsel shall pay the costs of the notices required by Section 9.1 and any costs of translation required by Section 12.12 from the Trust Account, as they become due.
- (b) Class Counsel may seek the Court's approval to pay Class Counsel Fees and Disbursements contemporaneously with seeking the Second Order. Class Counsel's court-approved fees and disbursements shall be paid after the Effective Date.
- (c) Except as provided herein, Administration Expenses may only be paid out of the Trust Account after the Effective Date.

SECTION 11 - NON-APPROVAL OR TERMINATION OF SETTLEMENT AGREEMENT

11.1 Right of Termination

- (a) In the event that:

- (i) the Court declines to certify the Action as a class proceeding for settlement purposes only as contemplated by this Settlement Agreement;
- (ii) Class Counsel reports that either of the Opt-Out Thresholds is met;
- (iii) the Court declines to approve this Settlement Agreement or approves this Settlement Agreement only in a materially modified form;
- (iv) the Court's order approving this Settlement Agreement is not substantially in the form attached to this Settlement Agreement as **Schedule E**; or
- (v) the Second Order does not become Final or is materially modified on appeal;

the Defendants (on the one hand) and the Plaintiffs (on the other hand) shall each have the right to terminate this Settlement Agreement by delivering a written notice pursuant to Section 12.17 forthwith, and in any event within ten (10) business days following the triggering event.

- (b) In addition, the Defendants shall have a right to terminate this Settlement Agreement if the Plaintiffs or Class Counsel breach a material term of this Settlement Agreement. The Plaintiffs shall have a right to terminate if the Defendants breach a material term of this Settlement Agreement. The non-breaching Party (or Parties) shall provide written notice of termination in accordance with Section 12.17 within ten (10) business days of their knowledge of the breach relied upon.
- (c) Further, if the Settlement Amount is not paid in accordance with Section 3.1, the Plaintiffs shall have the right to terminate this Settlement Agreement by delivering a written notice of termination in accordance with Section 12.17 within ten (10) business days after the time such payment was to be made, or the Plaintiffs may apply to the Court to enforce the terms of this Settlement Agreement.
- (d) For greater certainty, any order, ruling or determination made by the Court with respect to Class Counsel Fees and Disbursements shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.
- (e) Except as provided for in Section 11.4, if the Defendants or the Plaintiffs exercise their right to terminate, the Settlement Agreement shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

11.2 Effect of Non-Approval or Termination of Settlement Agreement

If this Settlement Agreement is not approved by the Court, is terminated in accordance with its terms, or otherwise fails to take effect for any reason:

- (a) The Parties will be restored to their respective positions prior to the execution of this Settlement Agreement, except as expressly provided for herein;

- (b) Any step taken by the Defendants or the Plaintiffs in relation to this Settlement Agreement shall be without prejudice to any position that the Parties may later take in respect of any procedural or substantive issues in the Action;
- (c) Any order or judgment rendered by the Court pursuant to this Settlement Agreement shall be set aside or vacated. The Parties consent and will cooperate in seeking to have all prior orders or judgments sought from and rendered by the Court, in accordance with this Settlement Agreement, set aside and declared null and void and of no force or effect, and any Party shall be estopped from asserting otherwise; and
- (d) All documents and information exchanged by the Parties during the settlement process are subject to settlement privilege, except to the extent that the documents or information were, are, or become publicly available or properly obtained in the course of discovery. Within thirty (30) days of termination of the Settlement Agreement having occurred, Class Counsel shall, upon written request, destroy on a best efforts basis all documents and other materials provided by Defendants or containing or reflecting information derived from such documents for the purposes of implementing this Settlement Agreement. Class Counsel shall provide Defence Counsel with a written certification by Class Counsel of such destruction upon request.

11.3 Allocation of Settlement Amount Following Termination

If the Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, Class Counsel shall, within ten (10) business days of receiving written notice of termination and/or a written demand from the Defendants, return to the Defendants the amount of the Settlement Amount that had been paid, plus all accrued interest thereon and less taxes paid on interest, any costs incurred with respect to the notices required by Section 9.1, and any costs of translation required by Section 12.12.

11.4 Survival of Provisions After Termination

If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of Sections 3.2(c), 7.1, 7.2, 9.1, 9.2, 9.3, 11.1(e), 11.2, 11.3, and 11.4 and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of the foregoing surviving provisions but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

SECTION 12 – MISCELLANEOUS

12.1 Applications for Directions

- (a) The Plaintiffs, Class Counsel, or the Defendants may apply to the Court as may be required for directions in respect of the interpretation, implementation and administration of this Settlement Agreement.
- (b) All applications or other requests for directions from the Court contemplated by this Settlement Agreement shall be on reasonable notice to the Parties.

12.2 Releasees Have No Liability for Administration

The Defendants and other Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement, including without limitation the Trust Account or Plan of Allocation.

12.3 Headings, etc.

In this Settlement Agreement:

- (a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
- (b) the terms "this Settlement Agreement", "hereof", "hereunder", "herein", and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

12.4 Computation of Time

In the computation of time in this Settlement Agreement, except where a contrary intention appears:

- (a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
- (b) only in the case where the time for doing an act expires on a holiday (including Canadian and US holidays) or a weekend, the act may be done on the next day that is a business day.

12.5 Governing Law

This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

12.6 Entire Agreement

This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

12.7 Amendments

This Settlement Agreement may not be modified or amended except in writing and on written consent executed by all Parties, subject to approval by the Court where required.

12.8 No Waiver

A failure by any Party to demand adherence to a deadline or to seek enforcement of an obligation shall in no way constitute a waiver of said obligation or deadline. To be binding, a waiver of any provision of this Settlement Agreement must be consented to in writing by all Parties. No waiver of any provision of this Settlement Agreement will constitute a waiver of any other provision.

12.9 Binding Effect

This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Settlement Class Members, the Defendants, the Releasors, the Releasees and all of their successors and assigns, once it is approved by a Final order of the Court, provided that, to the extent that the Parties have obligations under this Settlement Agreement prior to its approval, the Parties are required to perform those obligations under this Settlement Agreement prior to settlement approval.

Without limiting the generality of the foregoing, each and every covenant and agreement made by the Plaintiffs shall be binding upon all Releasors and every covenant and agreement made by the Defendants shall be binding upon all of the Releasees, once the Settlement Agreement is approved by a Final order of the Court.

12.10 Counterparts

This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

12.11 Negotiated Agreement

This Settlement Agreement has been the subject of negotiations and discussions among the Parties, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

12.12 Language

- (a) The Parties acknowledge that they have required and consented that this Settlement Agreement and all related Documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.
- (b) If required by the Court, Class Counsel and/or a translation firm selected by Class Counsel shall prepare a French translation of the Settlement Agreement, the cost of which shall be paid from the Settlement Amount. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall govern.

12.13 Recitals

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

12.14 Schedules

The Schedules annexed hereto form part of this Settlement Agreement and are:

Schedule A: Proposed form of the First Order

Schedule B: Notice of Hearing and Opt-Out

Schedule C: Opt-Out Form

Schedule D: Notice Plan

Schedule E: Proposed form of the Second Order

Schedule F: Plan of Allocation

12.15 Acknowledgements

Each of the Parties hereby affirms and acknowledges that:

- (a) he, she, or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood this Settlement Agreement;
- (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
- (c) he, she, or the Party's representative fully understands each term of this Settlement Agreement and its effect; and
- (d) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms of this Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

12.16 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 Settlement Agreement.

12.17 Notice

Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by e-mail, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For the Plaintiffs and for Class Counsel:

To: KND Complex Litigation
Suite 401, Yonge Eglinton Centre
2300 Yonge Street
Toronto, Ontario
Canada M4P 1E4

Attention: Sage Nematollahi
sn@knd.law

And to: Hammerco Lawyers LLP
2233 Columbia St Suite 400
Vancouver, BC
Canada V5Y 0M6

Attention: Alexia Majidi
amajidi@hammerco.ca

For the Defendants and Defence Counsel:

To: Stikeman Elliott LLP
199 Bay Street
Suite 5300, Commerce Court West
Toronto, ON
Canada M5L 1B9

Attention: Eliot N. Kolers
ekolers@stikeman.com

12.18 Date of Execution

The Parties have executed this Settlement Agreement effective as of the date on the cover page.

[signature page to follow]

On behalf of GoTo Technologies USA, LLC (f/k/a "GoTo Technologies USA, Inc."), LastPass US LP, GoTo Technologies Canada Ltd. and LastPass Technologies Canada ULC:



Stikeman Elliott LLP

Signature of: Eliot N. Kolers

On behalf of the Plaintiffs:



KND Complex Litigation

Signature of: Sage Nematollahi



Hammerco Lawyers LLP

Signature of: Alexia Majidi

SCHEDULE "A"

NO. S-230956
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

KARAN KESWANI and N.W.

PLAINTIFFS

AND:

**GOTO TECHNOLOGIES USA, INC., LASTPASS US LP, GOTO TECHNOLOGIES
CANADA LTD. and LASTPASS TECHNOLOGIES CANADA ULC**

DEFENDANTS

Brought under the *Class Proceedings Act*, RSBC 1996, c 50

BEFORE	}	THE HONOURABLE MR. JUSTICE BRONGERS	}	September 22, 2025
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ORDER MADE AFTER APPLICATION

ON THE APPLICATION of the Plaintiffs coming on for hearing before the Honourable Mr. Justice Brongers at the courthouse at 800 Smithe Street, Vancouver, B.C., on September 22, 2025; on reading the materials filed, including the settlement agreement dated September __, 2025 ("**Settlement Agreement**"), and on hearing Sage Nematollahi, Alexia Majidi, and Serena Cheong for the Plaintiffs and Eliot Kolers for the Defendants, and on being advised that the Plaintiffs and the Defendants consent to this order;

THIS COURT ORDERS that:

1. Except where otherwise indicated, all capitalized terms in this order have the same meanings as are ascribed to them in the Settlement Agreement attached as **Schedule "A"** to this Order;
2. This action is certified as a class proceeding for settlement purposes only, pursuant to the *Class Proceedings Act*, RSBC 1996, c 50, as amended;
3. The class is defined as per the definition included at **Schedule "B"** to this Order;
4. Karan Keswani and N. W. are appointed as the representative plaintiffs for the Class;
5. The following questions are certified as a common issue for settlement purposes only:
 - 1) Did the Defendants, or any of them, breach a duty owed to Settlement Class Members in respect of the Data Breach? 2) If so, are the Settlement Class Members entitled to damages?
6. Any person who is a putative member of the Class who wishes to opt-out must complete the Opt-Out Form attached as Schedule C to the Settlement Agreement and submit it to Class Counsel by the Opt-Out Deadline by email at [email to be provided by Concilia].
7. The short form (publication) notice and long form notice are hereby approved substantially in the forms attached as Schedule B to the Settlement Agreement;
8. The plan for disseminating the Notice as provided for in Schedule D of the Settlement Agreement is approved;

[signatures follow on the next page]

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

By the Court:

Signature of Sage Nematollahi
Counsel for the Plaintiffs

Signature of Eliot Kolers
Counsel for the Defendants GoTo
Technologies USA, Inc., LastPass
US LP, GoTo Technologies Canada
Ltd. and LastPass Technologies
Canada ULC

SCHEDULE A

SETTLEMENT AGREEMENT

Between

KARAN KESWANI and N.W.
(the "Plaintiffs")

and

GOTO TECHNOLOGIES USA, LLC (f/k/a "GOTO TECHNOLOGIES USA, INC."), LASTPASS US LP, GOTO TECHNOLOGIES CANADA LTD. and LASTPASS TECHNOLOGIES CANADA ULC
(the "Defendants")

EXECUTED September __, 2025

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This Settlement Agreement is entered into by the Plaintiffs and the Defendants by and through their respective counsel.

RECITALS

Whereas:

- A. In 2022, LastPass US LP was the victim of an unknown threat actor who was able to leverage credentials stolen from a senior employee to access certain aspects of a LastPass cloud storage environment and take certain encrypted and unencrypted user information (the "**Data Breach**").
- B. At the time of the Data Breach, there were 1,102,688 LastPass accounts for users in Canada.
- C. Of these user accounts, at least 218,087 are believed to have contained no user data.
- D. On or about February 8, 2023, Karan Keswani commenced a putative class action against the Defendants in the Supreme Court of British Columbia by way of a Notice of Civil Claim seeking damages in relation to the Data Breach (the "**Action**").
- E. The Notice of Civil Claim was amended on February 23, 2024 to add N.W. as a plaintiff (the "**Claim**").
- F. The Action is judicially managed by the Honourable Mr. Justice Brongers of the Supreme Court of British Columbia.
- G. The Plaintiffs allege in the Claim that the Defendants did not have appropriate measures to safeguard and were not effective in protecting users' Private Information (as defined in the Claim) against computer hacks and cyberthreats and further allege that the Defendants did not appropriately investigate and communicate regarding the scope and impact of the Data Breach.
- H. In the Action, the Plaintiffs assert claims against the Defendants for negligence, intrusion upon seclusion, breaches of provincial privacy and consumer legislation, breach of the *Competition Act*, and breach of contract.
- I. There has been no determination or finding of any liability or wrongdoing on the part of the Defendants in the Action.
- J. The Defendants do not admit, through the execution of this Settlement Agreement or otherwise, any allegation of unlawful conduct alleged in the Claim, or otherwise, and the Defendants believe and maintain that they have good and valid defences to the claims asserted against them.

- K. The Plaintiffs and Defendants (collectively, the “**Parties**”) agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against the Defendants or evidence of the truth of any of the Plaintiffs’ allegations against the Defendants, which allegations are expressly denied by the Defendants.
- L. The Parties recognize and acknowledge the expense and length of continued proceedings that would be necessary to litigate the Action through trial and appeals and have taken into account the uncertain outcome and risk of any litigation, especially in complex actions such as this Action, as well as the difficulties and delays inherent in such litigation, and are entering into this Settlement Agreement to achieve a final resolution of all Released Claims asserted or which could have been asserted against the Releasees by the Plaintiffs and/or the Settlement Class and to avoid the uncertainties, further expense, inconvenience and distraction of burdensome and protracted litigation.
- M. Counsel for the Defendants and Class Counsel have engaged in extensive arm’s-length settlement discussions and negotiations, including a two-day in-person mediation in February 2025 with a very experienced mediator, Bruce Friedman, Esq., that, while unsuccessful, led to further negotiations which resulted in the Parties reaching agreement on April 1, 2025 to the terms of a settlement of the Action in principle.
- N. As a result of these settlement discussions and negotiations, the Defendants and Plaintiffs have entered into this Settlement Agreement, which contains all of the terms and conditions of the settlement between the Defendants and Plaintiffs, both individually and on behalf of the Settlement Class they seek to represent, subject to approval of the Court.
- O. The Plaintiffs have reviewed and fully understand the principal terms of this Settlement Agreement and, based on Class Counsel’s analysis of the facts and law applicable to the Plaintiffs’ claims, having regard to the burdens and expense in prosecuting the Action, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the settlement, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the Settlement Class they seek to represent.
- P. For the purposes of settlement only, the Parties now consent to certification of the Action as a class proceeding in respect of the Settlement Class and Common Issues set out herein, contingent on approval by the Court as provided for in this Settlement Agreement, on the express understanding that such certification shall not derogate from the respective rights of the Parties in the event that this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason.

- Q. Subject to Court approval, a Canada-wide notice program and opt-out process as set out herein will be provided to the Settlement Class.
- R. The Plaintiffs assert that they are adequate class representatives for the Settlement Class they seek to represent and as to which they seek to be appointed as representative Plaintiffs in the Action.
- S. It is the intention of Parties to finally resolve the Action and all disputes and claims which they have between them as set forth below.

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed by the Parties that the Action be settled and dismissed (with prejudice and without costs) on the following terms and conditions:

SECTION 1 - DEFINITIONS

For the purposes of this Settlement Agreement only, including the Recitals and Schedules hereto:

- A. **Action** means the putative class proceeding commenced by the Plaintiffs against the Defendants in the Supreme Court of British Columbia, at the Vancouver Registry, having court file number S-230956, and "**Class Action**" means the Action when certified as a class proceeding for settlement purposes only by the Court's First Order.
- B. **Administration Expenses** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of notices and the costs of claims administration, but excluding Class Counsel Fees and Disbursements.
- C. **CAD** means Canadian dollars.
- D. **Class Counsel** means KND Complex Litigation and Hammerco Lawyers LLP.
- E. **Class Counsel Fees and Disbursements** means the amount payable to Class Counsel in fees, disbursements, costs, interest, GST, and other applicable taxes or charges of Class Counsel in respect of the prosecution of the Action, as approved by the Court.
- F. **Common Issues** means the following: "Did the Defendants, or any of them, breach a duty owed to Settlement Class Members in respect of the Data Breach? If so, are the Settlement Class Members entitled to damages?"
- G. **Court** means the Supreme Court of British Columbia.
- H. **Data Breach** has the meaning ascribed to it in Recital A hereof.

- I. **Defence Counsel** means Stikeman Elliott LLP.
- J. **Effective Date** means (i) the date upon which the ability to appeal from the anticipated Second Order expires; or (ii) if any appeal is taken from the Second Order, then the Effective Date shall be the date upon which any such appeal is concluded by way of a Final order.
- K. **Execution Date** means the date inscribed on the cover page of this Settlement Agreement.
- L. **Final** when used in relation to a Court order means all rights of appeal from such order or judgment have expired or have been exhausted and that the ultimate court of appeal (or court of last resort) to which an appeal (if any) was taken has upheld such order.
- M. **First Order** means the order of the Court certifying this action as a class proceeding for settlement purposes and approving the Notice of Hearing and Opt-Out, substantially in the form of **Schedule A** hereto or as modified by the Court.
- N. **LastPass** means the entity that was formerly owned by GoTo Technologies USA, LLC (f/k/a "GoTo Technologies USA, Inc."), which operates the LastPass zero-knowledge encrypted password management vault service.
- O. **Notice of Hearing and Opt-Out** means the forms of notice of the settlement approval hearing and opt-out procedure substantially in the forms attached as **Schedule B** hereto, or as modified by the Court.
- P. **Notice Plan** means the plan for disseminating the notices to Settlement Class Members contemplated by this Settlement Agreement attached as **Schedule D** hereto or as modified by the Court.
- Q. **Opt-Out Deadline** means the date that is thirty (30) days after the first publication of the Notice of Hearing and Opt-Out pursuant to the Notice Plan.
- R. **Opt-Out Form** means the form required to be completed by any Settlement Class Member(s) who wish(es) to opt out of the Class Action attached as **Schedule C** hereto or as modified by the Court.
- S. **Opt-Out Thresholds** have the meaning ascribed to them in section 4.2 hereof and form an integral part of this Settlement Agreement.
- T. **Parties**, when capitalized, means the Plaintiffs and the Defendants, and **Party** means any one thereof.
- U. **Plan of Allocation** means the plan for allocating and distributing the Settlement Amount to the Settlement Class set out in **Schedule F** hereto or as modified by the Court.
- V. **Released Claims** means any and all manner of claims, complaints, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, damages of

any kind whenever incurred, declaratory relief, liabilities of any nature whatsoever, including assigned claims, claims for injunction, contribution, indemnity, interest, costs, expenses, class administration costs (including Administration Expenses), and lawyers' fees, known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, that the Releasers, or any of them ever had, could have had, or now have related to the Data Breach and the related allegations in the Action, or related to the facts alleged in the Action.

- W. **Releasees** means the Defendants and each of their respective predecessors, assigns, parents, subsidiaries, affiliates, divisions, partners, agents, mandataries, insurers, reinsurers, and each of their past and current officers, directors, employees, agents, shareholders and beneficiaries of any kind including their respective successors.
- X. **Releasers** means, individually and collectively, the Plaintiffs and the Settlement Class Members, and their respective successors, heirs, executors, administrators, trustees, assigns, devisees, agents, subrogees, insurers, partners, mandataries or representatives of any kind.
- Y. **Second Order** means the order of the Court approving the terms of this Settlement Agreement, substantially in the form of **Schedule E** hereto or as modified by the Court.
- Z. **Settlement Agreement** means this agreement, including the Recitals and Schedules.
- AA. **Settlement Amount** means the sum of USD \$3,000,000.00.

BB. **Settlement Class** means:

"All individuals and entities residing or domiciled in Canada whose Private Information was accessed by unauthorized parties during the Class Period in or as a result of the Data Breach."

For the purposes of this definition, Private Information means the Defendants' customer data that was compromised in the Data Breach, and may include the following information: (a) company names (if applicable); (b) end-user names (if provided to the Defendants); (c) billing address (if provided); (d) email addresses; (e) telephone numbers (if provided); (f) the IP addresses from which customers were accessing the LastPass service; and (g) the backup of encrypted customer vault data.

- CC. **Settlement Class Member(s)** means any individual(s) or entity (entities) falling within description of the Settlement Class that has (have) not validly and timely opted out of the Class Action.
- DD. **Trust Account** means a guaranteed investment vehicle, liquid money market account or equivalent security offered by a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, S.C. 1991, c. 46) or a Provincially Registered Credit Union (listed under the *Credit Unions and Caisses Populaires Act*, 1994, S.O. 1994, c. 11) held at a Canadian financial institution under the control of Class Counsel, held

by KND Complex Litigation, for the benefit of the Settlement Class Members or the Defendants, as provided for in this Settlement Agreement.

EE. **USD** means United States dollars.

SECTION 2 - SETTLEMENT APPROVAL

2.1 Best Efforts

The Parties shall use their best efforts to effectuate this Settlement Agreement and shall cooperate to seek and obtain the Court's approval of this Settlement Agreement and secure the prompt, complete and final (with prejudice) dismissal of the Action.

The Parties recognize and acknowledge that the Opt-Out Thresholds are confidential and commercially sensitive information which should not be disclosed to anyone else, except the Court in connection with the settlement approval process. The Parties agree that on any (all) applications contemplated by this Settlement Agreement the Opt-Out Thresholds will only be provided to the Court confidentially and, if necessary, filed under seal.

The Defendants will cooperate to provide information to the Court that is reasonable and necessary to obtain Court approval of this Settlement Agreement.

2.2 Application Seeking Class Certification and Notice Approval

The Plaintiffs shall bring an application before the Court, as soon as practicable after the Execution Date, seeking the First Order.

The First Order shall be proposed to the Court substantially in the form attached as **Schedule "A"** hereto.

2.3 Application Seeking Settlement Approval

As soon as practicable after the First Order referred to in Section 2.2 has been granted by the Court and the Notice of Hearing and Opt-Out has been provided pursuant to Section 9 of this Settlement Agreement (or as may be directed by the Court), the Plaintiffs shall bring an application before the Court seeking the Second Order.

The Second Order shall be proposed to the Court substantially in the form attached as **Schedule "E"** hereto.

This Settlement Agreement shall only become final on the Effective Date.

2.4 Pre-Application Confidentiality

Until the application required by Section 2.2 is brought, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them to anyone else without the prior consent of Defence Counsel and Class Counsel, except that disclosure of those terms may be made without such prior consent:

- to legal counsel for the disclosing Party or its affiliates;

- to the extent required by a Party's auditors, financial advisors and/or accountants who are subject to a duty of confidentiality to the disclosing Party or its affiliates for the purposes of financial reporting, annual reports or the preparation of financial records (including tax returns and financial statements);
- to the extent necessary to give effect to the terms of this Settlement Agreement; or
- as otherwise required by law.

SECTION 3 – SETTLEMENT PAYMENTS

3.1 Payment of Settlement Amount

- (a) Within thirty (30) days after the First Order has been granted by the Court, the Defendants shall pay or cause to be paid \$300,000 USD of the Settlement Amount for deposit into the Trust Account (the "**First Payment**").
- (b) Within thirty (30) days after the Effective Date, the Defendants shall pay or cause to be paid the remaining \$2,700,000 USD of the Settlement Amount for deposit into the Trust Account (the "**Second Payment**").
- (c) The Settlement Amount, when fully paid in accordance with paragraphs (a) and (b) above, shall be inclusive of all amounts, including interest and costs and shall be in full satisfaction of the Released Claims against the Releasees.
- (d) The Defendants and other Releasees shall have no obligation to make any payments other than the First and Second Payments referred to in paragraphs (a) and (b) above, or any obligation to pay any amount(s) in addition to the Settlement Amount in respect of the Released Claims, for any reason, pursuant to or in furtherance of this Settlement Agreement or the Action.
- (e) Class Counsel or its duly appointed agent shall maintain the Trust Account as provided for in this Settlement Agreement.
- (f) Class Counsel or its duly appointed agent shall not pay out all or any part of the monies in the Trust Account, except in accordance with this Settlement Agreement, or in accordance with an order of the Court obtained after notice to the Parties.

3.2 Taxes and Interest

- (a) Except as hereinafter provided, all interest earned on the Settlement Amount shall accrue to the benefit of the Settlement Class and shall become and remain part of the Trust Account.
- (b) Subject to Section 3.2(c), all taxes payable on any interest which accrues on the Settlement Amount in the Trust Account shall be the responsibility of the Settlement Class. Class Counsel or its duly appointed agent shall be solely responsible to fulfill all tax reporting and payment requirements arising from the monies in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned on the monies in the Trust Account shall be paid from the Trust Account.

- (c) The Defendants shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned by the monies in the Trust Account or pay any taxes on the monies in the Trust Account, unless this Settlement Agreement is not approved, is terminated or otherwise fails to take effect, in which case the interest earned on the Settlement Amount in the Trust Account shall be paid to the Defendants who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Class Counsel or its duly appointed agent.

SECTION 4 – OPT-OUT PROCEDURE

4.1 Court Approval of Opt-Out Process and Deadlines

- (a) As part of the application for the First Order described in Section 2.2 of this Settlement Agreement, Class Counsel shall seek the Court's approval of the following opt-out procedure:
 - (i) a Settlement Class Member seeking to opt out of the Class Action must do so by the Opt-Out Deadline; and
 - (ii) in order to opt out of the Class Action, a Settlement Class Member must complete, sign and submit to Class Counsel an Opt-Out Form by the Opt-Out Deadline.
- (b) Class Members who validly opt out of the Class Action by the Opt-Out Deadline shall thereafter not be members of the Settlement Class and shall have no further right to share in the distribution of funds as a result of the Settlement Agreement.
- (c) Upon the expiry of the Opt-Out Deadline, Class Counsel shall provide a report to Defence Counsel and the Court containing the names of each person who has validly and timely opted out of the Class Action and, if applicable, the total value of any Crypto assets alleged to have been lost as identified on the received Opt-Out Forms.
- (d) Class Counsel agree that they will not act as counsel for any Opt-Out plaintiff in any subsequent proceeding against the Defendants or other Releasees (or any of them) related to the subject matter of the Action, and further agree that they will not have any pecuniary interest in any such subsequent litigation.

4.2 Confidential Opt-Out Thresholds for Termination

The Parties agree that, in the event that Class Counsel receives valid and timely Opt-Out Forms which satisfy either of the confidential thresholds which have been separately stated and agreed between them (the "**Opt-Out Thresholds**"), the Plaintiffs (on the one hand) and the Defendants (on the other hand) shall each have the right to terminate this Settlement Agreement pursuant to Section 11.

SECTION 5 – DISTRIBUTION OF SETTLEMENT AMOUNT

5.1 Court Approval of Plan of Allocation

- (a) The Plan of Allocation set out at **Schedule “F”** hereto is part of this Settlement Agreement.
- (b) As part of the application for the Second Order referred to in Section 2.3 of this Settlement Agreement, Class Counsel shall seek Court approval of the Plan of Allocation.

SECTION 6 – RELEASES AND DISMISSAL

6.1 Release of Releasees

Except in the case of the termination of this Settlement Agreement pursuant to Section 11 hereof, and conditional upon the approval of this Settlement Agreement by the Court, as at the Effective Date, the Releasors immediately, forever and absolutely release the Releasees from the Released Claims.

The Plaintiffs acknowledge that they may thereafter discover facts in addition to, or different from, the facts which they know or believe to be true regarding the Released Claims, and it is their intention to release fully, finally and forever all Released Claims and, in furtherance of such intention, this release by all of the Releasors shall be and shall remain in effect notwithstanding the discovery or existence of new or different facts.

6.2 No Further Claims

Upon the Effective Date, the Releasors shall not institute, continue, maintain, or assert, either directly or indirectly, on their own behalf or on behalf of any class or any other person, any Released Claim against any Releasee or any other person who may claim contribution or indemnity from any Releasee in respect of any Released Claim.

6.3 Dismissal of the Action

Upon the Effective Date, the Action shall be dismissed, with prejudice and without costs.

SECTION 7 - EFFECT OF SETTLEMENT

7.1 No Admission of Liability

Whether or not this Settlement Agreement is approved or terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any fault, wrongdoing or liability by any of the Releasees, or of the truth of any claims or allegations contained in the Action or any other allegation made by the Plaintiff or Settlement Class Members in any forum or context. The Defendants deny any liability and deny the truth of the allegations made against them.

The Defendants and other Releasees reserve their rights and defences with respect to anyone who validly opts out of the Class Action, and no term of this Settlement Agreement shall be tendered as evidence in any subsequent litigation by any such person against the Defendants or other Releasees.

7.2 This Agreement Not Evidence

The Parties agree that, whether or not it is approved or terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence, or received in evidence in any pending or future civil, criminal, or administrative action or other proceeding, in British Columbia or any other jurisdiction, except in a proceeding to approve or enforce this Settlement Agreement or in connection with the other applications contemplated in this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law, or with the written consent of all Parties.

SECTION 8 - CERTIFICATION FOR SETTLEMENT ONLY

8.1 Effect of Certification for Settlement Purposes

The Parties agree that the Action shall be certified as a class proceeding solely for purposes of settlement of the Action and the approval of this Settlement Agreement by the Court, and such certification shall not be used or relied on against the Defendants for any other purpose or in any other proceeding.

8.2 Common Issues

The Plaintiffs agree that, on their application for the First Order referred to in Section 2.2 of this Settlement Agreement, they will only seek certification of the Common Issues and they will not assert any class other than the Settlement Class.

SECTION 9 - NOTICE TO SETTLEMENT CLASS

9.1 Notices Required

- (a) The Settlement Class shall be given the following notices, subject to approval by the Court:
- (i) Notice of Hearing and Opt-Out;
 - (ii) Notice of settlement approval; and
 - (iii) Notice of termination, if the Settlement Agreement is terminated or otherwise fails to take effect and the notice(s) referred to in subparagraphs (i) and/or (ii) have previously been provided to the Settlement Class.

9.2 Form of Notices

- (a) The notice referred to in subparagraph 9.1(a)(i) above shall be substantially in the form attached at Schedule "B" hereto or as modified by the Court.
- (b) The notice referred to in subparagraph 9.1(a)(ii) above shall be in a form to be agreed upon by the Parties and approved by the Court in connection with or subsequent to the Second Order.
- (c) The notice referred to in subparagraph 9.1(a)(iii) above shall be in a form to be agreed upon by the Parties and approved by the Court or, if the Parties cannot agree on the form of the notice of termination of the Settlement Agreement, then in the form ordered by the Court.

9.3. Method of Disseminating Notices

The notices required under Section 9.1 shall be disseminated pursuant to the Notice Plan attached hereto as **Schedule D**, as approved by the Court on the application by the Plaintiffs for the First Order referred to in Section 2.2 of this Settlement Agreement, or in a manner otherwise ordered (at any time) by the Court.

The Defendants shall have no liability or responsibility whatsoever in respect of the provision of notices to the Settlement Class members.

SECTION 10 - CLASS COUNSEL FEES, DISBURSEMENTS AND ADMINISTRATION EXPENSES

10.1 No Liability of Defendants

The Defendants and other Releasees shall not be liable for any of the fees, disbursements or taxes of Class Counsel, the Plaintiffs or Settlement Class Members, or any of their respective lawyers, experts, advisors, agents, or representatives.

10.2 Payments from Trust Account

- (a) Class Counsel shall pay the costs of the notices required by Section 9.1 and any costs of translation required by Section 12.12 from the Trust Account, as they become due.
- (b) Class Counsel may seek the Court's approval to pay Class Counsel Fees and Disbursements contemporaneously with seeking the Second Order. Class Counsel's court-approved fees and disbursements shall be paid after the Effective Date.
- (c) Except as provided herein, Administration Expenses may only be paid out of the Trust Account after the Effective Date.

SECTION 11 - NON-APPROVAL OR TERMINATION OF SETTLEMENT AGREEMENT

11.1 Right of Termination

- (a) In the event that:

- (i) the Court declines to certify the Action as a class proceeding for settlement purposes only as contemplated by this Settlement Agreement;
- (ii) Class Counsel reports that either of the Opt-Out Thresholds is met;
- (iii) the Court declines to approve this Settlement Agreement or approves this Settlement Agreement only in a materially modified form;
- (iv) the Court's order approving this Settlement Agreement is not substantially in the form attached to this Settlement Agreement as **Schedule E**; or
- (v) the Second Order does not become Final or is materially modified on appeal;

the Defendants (on the one hand) and the Plaintiffs (on the other hand) shall each have the right to terminate this Settlement Agreement by delivering a written notice pursuant to Section 12.17 forthwith, and in any event within ten (10) business days following the triggering event.

- (b) In addition, the Defendants shall have a right to terminate this Settlement Agreement if the Plaintiffs or Class Counsel breach a material term of this Settlement Agreement. The Plaintiffs shall have a right to terminate if the Defendants breach a material term of this Settlement Agreement. The non-breaching Party (or Parties) shall provide written notice of termination in accordance with Section 12.17 within ten (10) business days of their knowledge of the breach relied upon.
- (c) Further, if the Settlement Amount is not paid in accordance with Section 3.1, the Plaintiffs shall have the right to terminate this Settlement Agreement by delivering a written notice of termination in accordance with Section 12.17 within ten (10) business days after the time such payment was to be made, or the Plaintiffs may apply to the Court to enforce the terms of this Settlement Agreement.
- (d) For greater certainty, any order, ruling or determination made by the Court with respect to Class Counsel Fees and Disbursements shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.
- (e) Except as provided for in Section 11.4, if the Defendants or the Plaintiffs exercise their right to terminate, the Settlement Agreement shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

11.2 Effect of Non-Approval or Termination of Settlement Agreement

If this Settlement Agreement is not approved by the Court, is terminated in accordance with its terms, or otherwise fails to take effect for any reason:

- (a) The Parties will be restored to their respective positions prior to the execution of this Settlement Agreement, except as expressly provided for herein;

- (b) Any step taken by the Defendants or the Plaintiffs in relation to this Settlement Agreement shall be without prejudice to any position that the Parties may later take in respect of any procedural or substantive issues in the Action;
- (c) Any order or judgment rendered by the Court pursuant to this Settlement Agreement shall be set aside or vacated. The Parties consent and will cooperate in seeking to have all prior orders or judgments sought from and rendered by the Court, in accordance with this Settlement Agreement, set aside and declared null and void and of no force or effect, and any Party shall be estopped from asserting otherwise; and
- (d) All documents and information exchanged by the Parties during the settlement process are subject to settlement privilege, except to the extent that the documents or information were, are, or become publicly available or properly obtained in the course of discovery. Within thirty (30) days of termination of the Settlement Agreement having occurred, Class Counsel shall, upon written request, destroy on a best efforts basis all documents and other materials provided by Defendants or containing or reflecting information derived from such documents for the purposes of implementing this Settlement Agreement. Class Counsel shall provide Defence Counsel with a written certification by Class Counsel of such destruction upon request.

11.3 Allocation of Settlement Amount Following Termination

If the Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, Class Counsel shall, within ten (10) business days of receiving written notice of termination and/or a written demand from the Defendants, return to the Defendants the amount of the Settlement Amount that had been paid, plus all accrued interest thereon and less taxes paid on interest, any costs incurred with respect to the notices required by Section 9.1, and any costs of translation required by Section 12.12.

11.4 Survival of Provisions After Termination

If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of Sections 3.2(c), 7.1, 7.2, 9.1, 9.2, 9.3, 11.1(e), 11.2, 11.3, and 11.4 and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of the foregoing surviving provisions but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

SECTION 12 – MISCELLANEOUS

12.1 Applications for Directions

- (a) The Plaintiffs, Class Counsel, or the Defendants may apply to the Court as may be required for directions in respect of the interpretation, implementation and administration of this Settlement Agreement.
- (b) All applications or other requests for directions from the Court contemplated by this Settlement Agreement shall be on reasonable notice to the Parties.

12.2 Releasees Have No Liability for Administration

The Defendants and other Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement, including without limitation the Trust Account or Plan of Allocation.

12.3 Headings, etc.

In this Settlement Agreement:

- (a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
- (b) the terms "this Settlement Agreement", "hereof", "hereunder", "herein", and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

12.4 Computation of Time

In the computation of time in this Settlement Agreement, except where a contrary intention appears:

- (a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
- (b) only in the case where the time for doing an act expires on a holiday (including Canadian and US holidays) or a weekend, the act may be done on the next day that is a business day.

12.5 Governing Law

This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

12.6 Entire Agreement

This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

12.7 Amendments

This Settlement Agreement may not be modified or amended except in writing and on written consent executed by all Parties, subject to approval by the Court where required.

12.8 No Waiver

A failure by any Party to demand adherence to a deadline or to seek enforcement of an obligation shall in no way constitute a waiver of said obligation or deadline. To be binding, a waiver of any provision of this Settlement Agreement must be consented to in writing by all Parties. No waiver of any provision of this Settlement Agreement will constitute a waiver of any other provision.

12.9 Binding Effect

This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Settlement Class Members, the Defendants, the Releasors, the Releasees and all of their successors and assigns, once it is approved by a Final order of the Court, provided that, to the extent that the Parties have obligations under this Settlement Agreement prior to its approval, the Parties are required to perform those obligations under this Settlement Agreement prior to settlement approval.

Without limiting the generality of the foregoing, each and every covenant and agreement made by the Plaintiffs shall be binding upon all Releasors and every covenant and agreement made by the Defendants shall be binding upon all of the Releasees, once the Settlement Agreement is approved by a Final order of the Court.

12.10 Counterparts

This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

12.11 Negotiated Agreement

This Settlement Agreement has been the subject of negotiations and discussions among the Parties, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

12.12 Language

- (a) The Parties acknowledge that they have required and consented that this Settlement Agreement and all related Documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.
- (b) If required by the Court, Class Counsel and/or a translation firm selected by Class Counsel shall prepare a French translation of the Settlement Agreement, the cost of which shall be paid from the Settlement Amount. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall govern.

12.13 Recitals

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

12.14 Schedules

The Schedules annexed hereto form part of this Settlement Agreement and are:

Schedule A: Proposed form of the First Order

Schedule B: Notice of Hearing and Opt-Out

Schedule C: Opt-Out Form

Schedule D: Notice Plan

Schedule E: Proposed form of the Second Order

Schedule F: Plan of Allocation

12.15 Acknowledgements

Each of the Parties hereby affirms and acknowledges that:

- (a) he, she, or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood this Settlement Agreement;
- (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
- (c) he, she, or the Party's representative fully understands each term of this Settlement Agreement and its effect; and
- (d) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms of this Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

12.16 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 Settlement Agreement.

12.17 Notice

Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by e-mail, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For the Plaintiffs and for Class Counsel:

To: KND Complex Litigation
Suite 401, Yonge Eglinton Centre
2300 Yonge Street
Toronto, Ontario
Canada M4P 1E4

Attention: Sage Nematollahi
sn@knd.law

And to: Hammerco Lawyers LLP
2233 Columbia St Suite 400
Vancouver, BC
Canada V5Y 0M6

Attention: Alexia Majidi
amajidi@hammerco.ca

For the Defendants and Defence Counsel:

To: Stikeman Elliott LLP
199 Bay Street
Suite 5300, Commerce Court West
Toronto, ON
Canada M5L 1B9

Attention: Eliot N. Kolers
ekolers@stikeman.com

12.18 Date of Execution

The Parties have executed this Settlement Agreement effective as of the date on the cover page.

[signature page to follow]

On behalf of GoTo Technologies USA, LLC (f/k/a "GoTo Technologies USA, Inc."), LastPass US LP, GoTo Technologies Canada Ltd. and LastPass Technologies Canada ULC:

Stikeman Elliott LLP

Signature of: Eliot N. Kolers

On behalf of the Plaintiffs:

KND Complex Litigation

Signature of: Sage Nematollahi

Hammerco Lawyers LLP

Signature of: Alexia Majidi

**SCHEDULE B
DEFINITION OF “CLASS” AND “CLASS MEMBERS”**

All individuals and entities residing or domiciled in Canada whose Private Information was accessed by unauthorized parties in, during or as a result of the Data Breach;

For the purposes of this definition, **Private Information** means the Defendants’ customer data that was compromised in the Data Breach, which may include the following information: (a) company names; (b) end-user names; (c) billing addresses; (d) email addresses; (e) telephone numbers; (f) the IP addresses from which customers were accessing the LastPass service; and (g) the backup of customer vault data;

For the purposes of this definition, **Data Breach** means the data breach that affected the Defendants’ computer systems and networks in 2022 and resulted in the compromise of the above-described customer data, which was reported on by the Defendants in or between August 2022 and March 2023.

Schedule "B"

In re LastPass Canadian Consumer Privacy Class Action

SHORT-FORM NOTICE OF PROPOSED SETTLEMENT

On February 8, 2023, a class action was filed in the Supreme Court of British Columbia ("**Court**") on behalf of Canadian customers of LastPass who were allegedly affected in a data security breach that was initially reported by LastPass in August 2022 ("**Data Breach**"). The defendants in this class action are GoTo Technologies USA, Inc., LastPass US LP, GoTo Technologies Canada Ltd., and LastPass Technologies Canada ULC (collectively, and for convenience of reference, the "**Defendants**").

The Plaintiffs and the Defendants have reached a Proposed Settlement. The Proposed Settlement provides for the payment of US\$3 million (approximately, C\$____), in full and final settlement of the claims advanced against the Defendants in this class action.

The Proposed Settlement is not an admission of liability on the part of the Defendants, who deny the allegations and vigorously defend the action against them. The Proposed Settlement represents a compromise of disputed claims. The Proposed Settlement is subject to approval of the Court.

A copy of the Settlement Agreement, the Proposed Plan of Allocation of the net settlement funds, after the deduction of Class Counsel fees, expenses, honorariums and administration costs and applicable taxes, and other important documents and information, are available on the websites of the Class Counsel at: <https://knd.law/class-actions/lastpass/> and <https://hammerco.ca/services/class-actions/current-cases/last-pass-data-breach/>.

Any person who wishes to opt out of the class action and the Proposed Settlement must complete an Opt-Out Form, in the form approved by the Court and available [here], and submit the completed Opt-Out Form by email to [Concilia to provide email address] by no later than 11:59 p.m., Pacific Time, on _____, 2025.

Unless you wish to opt-out of the class action and the Proposed Settlement or comment on it or object to it, you need not do anything at this time. If the Court approves the Proposed Settlement, a further notice will be issued which will provide information concerning the claims process and instructions for Class Members to submit a claim for compensation. The Court will hear an application for final approval of the Proposed Settlement on February 18, 2026.

Please review the Long-Form Notice of Proposed Settlement for further details and important deadlines, available [here].

The Claims Administrator in relation to this settlement is Concilia Services Inc., and they may be contacted at [CONTACT INFORMATION].

The Toronto-based law firm of KND Complex Litigation and the Vancouver-based law firm of Hammerco Lawyers LLP are Counsel to the Plaintiffs and the Class in this class action, and they may be contacted as follows:

Sage Nematollahi
KND Complex Litigation
sn@knd.law

Alexia Majidi
Hammerco Lawyers LLP
amajidi@Hammerco.ca

This Canadian proceeding is distinct and independent of the proceeding brought and pending in the United States District Court, District of Massachusetts, Action No. 22-12047. The Proposed Settlement is **NOT** available to persons or entities other than Canadian-resident users of LastPass.

In re LastPass Canadian Consumer Privacy Class Action

Keswani et al v GoTo Technologies USA, Inc., LastPass US LP, GoTo Technologies Canada Ltd. and LastPass Technologies Canada ULC
Supreme Court of British Columbia at Vancouver Registry, Action No. S-230956

LONG-FORM NOTICE OF PROPOSED SETTLEMENT

THE PUBLICATION OF THIS LONG-FORM NOTICE HAS BEEN APPROVED BY THE SUPREME COURT OF BRITISH COLUMBIA. PLEASE REVIEW THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS.

A. INTRODUCTION

On February 8, 2023, a class action was filed in the Supreme Court of British Columbia (“**Court**”) on behalf of Canadian customers of LastPass who were allegedly affected in a data security breach that was initially reported by LastPass in August 2022 (“**Data Breach**”). The class action advances claims against the defendants GoTo Technologies USA, Inc., LastPass US LP, GoTo Technologies Canada Ltd. and LastPass Technologies Canada ULC (collectively, and for convenience of reference, the “**Defendants**”), and seeks compensation on behalf of a proposed Class defined as follows:

All individuals and entities residing or domiciled in Canada whose Private Information was accessed by unauthorized parties in, during or as a result of the Data Breach;

For the purposes of this definition, Private Information means the Defendants’ customer data that was compromised in the Data Breach, and it includes the following information: (a) company names; (b) end-user names; (c) billing addresses; (d) email addresses; (e) telephone numbers; (f) the IP addresses from which customers were accessing the LastPass service; and (g) the backup of customer vault data;

For the purposes of this definition, Data Breach means the data breach that affected the Defendants’ computer systems and networks in 2022 and resulted in the compromise of customer data, which was reported on by the Defendants in or between August 2022 and March 2023,

(hereinafter, “**Class**” or “**Class Members**”).

The Toronto-based law firm of KND Complex Litigation and the Vancouver-based law firm of Hammerco Lawyers LLP are Counsel to the Plaintiffs and the Class in this class action.

A Proposed Settlement has been reached between the class action Plaintiffs and the Defendants. The Proposed Settlement provides for the payment of US\$3 million

(approximately, C\$____), in full and final settlement of the claims asserted in the class action.

The Proposed Settlement is not an admission of liability on the part of the Defendants, who deny the allegations and vigorously defend the action against them. The Proposed Settlement represents a compromise of disputed claims. The Proposed Settlement is subject to approval of the Court.

This Long-Form Notice of Proposed Settlement provides details regarding the Proposed Settlement, the path forward, and the options available to Class Members at this time.

Note that this Canadian proceeding is distinct and independent of the proceeding brought and pending in the United States District Court, District of Massachusetts, Action No. 22-12047. The Proposed Settlement is **NOT** available to persons or entities other than Canadian-resident users of LastPass.

B. Options Available to Class Members at This Time

At this time, the options available to Class Members are as follows:

- a) **Do nothing:** if you have no comment on the Proposed Settlement, you need not do anything. The Proposed Settlement will follow its due course to obtain approval of the Court. If the Court approves the Proposed Settlement, a further notice will be issued in due course, which will provide information regarding the claims process and instructions for how you may claim compensation from the settlement fund;
- b) **Opt Out:** If you wish to be excluded from the class action and the settlement so that you can pursue your own individual claim against one or more of the Defendants, you must complete and submit the Opt-Out Form, in the form approved by the Court and available [here], by no later than 11:59 p.m., Pacific Time, on _____, 2025, by email at [Concilia to provide email address].
- c) **Provide comments or object:** If you have comments regarding or wish to object to the Proposed Settlement, including the Proposed Plan or Allocation and/or Class Counsel's fee request, which you wish to bring to the attention of the Court at the hearing of the application for final approval of the Proposed Settlement, you may provide your comments by no later than 11:59 p.m., Pacific Time, on _____, 2025, by email at [Concilia to provide email address]. Class Counsel will bring the comments or objections that may be received to the attention of the Court.

C. Overview of the Proposed Settlement

Detailed information concerning this class action, the events leading to the Proposed Settlement and the rationale for the Proposed Settlement is provided in the Affidavit of Kevin McLaren, a copy of which is available [here].

The terms of the Proposed Settlement are generally consistent with comparable precedents.

The Proposed Settlement provides for the payment of US\$3 million (approximately C\$____) in full and final satisfaction of the claims asserted against the Defendants in this class action.

The Proposed Settlement provides for full and final releases, which are consistent with the releases provided to defendants in this type of litigation.

The Proposed Settlement provides for the form and the manner of distribution of the First Notice of the Proposed Settlement, consistent with those approved by the Courts in this type of litigation.

The Proposed Settlement provides that each Class Member who wishes to opt out may do so by completing and submitting a valid Opt-Out Form, in the form attached as **Schedule “C”** to the Settlement Agreement (available [here]), within 30 days from the publication of the First Notice of the Proposed Settlement, meaning 11:59 p.m., Pacific Time, on _____, 2025.

D. Overview of the Proposed Plan of Allocation

The capitalized terms used in this section have the meanings attributed to them in the Proposed Plan of Allocation.

The Proposed Plan of Allocation provides for objective criteria to validate and determine each Eligible Class Member’s Compensable Loss, and provides for a mechanism to distribute the Settlement Distribution Fund amongst the Eligible Class Members.

The Eligible Class Members are comprised of two categories:

- a) the Eligible Crypto Claimants, who would be submitting valid Claim Forms in relation to a Crypto Claim; and
- b) the Eligible Ordinary Claimants, who would be submitting valid Claims Forms in relation to Ordinary Claims. An Eligible Crypto Claimant may also submit the Claim Form with respect to Ordinary Claims.

The Proposed Plan of Allocation initially creates a fund totalling \$1.4 million, which is referred to as the Crypto Claims Distribution Fund.

The Claims Administrator shall validate and determine the amount of each Eligible Crypto Claimant, which is calculated based on the total amount of alleged Crypto-asset loss multiplied by 0.046875 (or, 4.6875%), taking into account the risks associated with the

continued litigation of this type of claim. Then the Claims Administrator shall aggregate the Eligible Crypto Claimants' Crypto Claims. If the amount of the aggregate value of these claims is more than \$1.4 million, the Claims Administrator shall pro rate the available funds amongst the Eligible Crypto Claimants. If the amount of the aggregate value of these claims is less than \$1.4 million, the Claims Administrator shall pay the Eligible Crypto Claimants' Compensable Loss in full, and it will then remit the balance remaining in the Crypto Claims Distribution Fund into the Settlement Distribution Fund, which will form the Ordinary Claims Distribution Fund.

The Proposed Plan of Allocation will allow any Eligible Ordinary Claimant to make a claim with respect to two matters, as follows:

- a) **First**, wasted time spent to address the consequences of the Data Breach. On average, a person is presumed to spend approximately 5 hours to address the immediate consequences of a Data Breach (in terms of researching the event and taking steps to protect themselves from the harms that may reasonably follow from a severe data breach). The Proposed Plan of Allocation allows each Eligible Ordinary Claimant to claim compensation for up to 5 hours of wasted time, measured at \$34.01 per hour (the average wage across Canada in 2023), or a total of \$170.05. No supporting documentation would be required in relation to this kind of claim.
- b) **Second**, out of pocket expenses. The Proposed Plan of Allocation allows any Eligible Ordinary Claimant to submit the Claim Form in relation to out of pocket expenses reasonably incurred as a result of the Data Breach, for up to \$500. For this type of claim, the Eligible Ordinary Claimant must provide documentation establishing that the expenses were incurred prior to May 31, 2023. The Claims Administrator must also be satisfied that the expense was reasonably connected to the Data Breach.

The Claims Administrator will aggregate the value of the claims submitted by the Eligible Ordinary Claimants, and will pro rate the Ordinary Claims Distribution Fund amongst the Eligible Ordinary Claimants.

In reaching the Proposed Settlement and designing the Proposed Plan of Allocation, Class Counsel has considered similar Canadian settlements, although not all arising from the same circumstances. Class Counsel must consider the information currently available and their best assumptions and judgment in forming a view regarding the Proposed Settlement. Class Counsel have closely reviewed the facts and circumstances in order to form the view that the Proposed Settlement, and the Proposed Plan of Allocation, as currently envisioned are fair, appropriate and in the best interests of the Class Members.

E. Application for Final Approval of the Proposed Settlement

On February _____, 2026, the Court will hear an application for final approval of the Proposed Settlement. As part of that application, the Court will be asked to also grant orders as follows:

- a) an Order approving the Proposed Plan of Allocation;
- b) an Order approving honorarium payments to the plaintiffs Karan Keswani and N. W., each in the amount of \$5,000; and
- c) an Order approving Class Counsel's fees, at 33% of US\$3 million gross settlement consideration (or its equivalent in Canadian currency), and Class Counsel's out of pocket expenses not exceeding _____.

In the event that the Court approves the Proposed Settlement, a further notice will be issued that will provide details regarding the Claims Process, and how Class Members may submit a claim for compensation.

In the event that the Court declines to approve the Proposed Settlement, the Proposed Settlement shall be terminated and it shall have no effect. The parties will then be required to continue the litigation. The Defendants strenuously deny liability and intend to continue to vigorously defend the claims against them. The outcome of the action will be uncertain.

If you wish to participate at the hearing, you must inform Class Counsel by email by no later than 11:59 p.m., Pacific Time, on _____, 2026, by email at sn@knd.law so that necessary arrangements can be made to ensure the proceeding will go smoothly, and you may ask the Court for permission to speak at the hearing if you wish to do so.

F. Inquiries with Respect to Administration of the Proposed Settlement

Concilia Services Inc. has been appointed by the Court as the Claims Administrator in relation to this matter. Any questions concerning the administration of the settlement must be directed to Concilia Services. Inc. at the following contact information:

[contact information for Claims Administrator]

G. Class Counsel

Class Counsel are **NOT** Claims Administrators and will not be able to answer to inquiries concerning the administration of the settlement. Those inquiries must be provided to the Claims Administrators.

Class Counsel may be contacted as follows:

Sage Nematollahi
KND Complex Litigation
sn@knd.law

Alexia Majidi
Hammerco Lawyers LLP
amajidi@Hammerco.ca

Information concerning this class action is available on the website of Class Counsel at the following URL addresses:

KND: <https://knd.law/class-actions/lastpass/>

Hammerco: <https://hammerco.ca/services/class-actions/current-cases/last-pass-data-breach/>

SCHEDULE "C"

In re LastPass Canadian Consumer Privacy Class Action

Keswani et al v GoTo Technologies USA, Inc., LastPass US LP, GoTo Technologies Canada Ltd. and LastPass Technologies Canada ULC, Supreme Court of British Columbia at Vancouver Registry, Action No. S-230956

The Plaintiffs and the Defendants have reached agreement on a proposed settlement to resolve the above-referenced class action. The proposed settlement represents a compromise of disputed claims and is subject to approval of the Court. The terms of the proposed settlement are described in the Notice dated **, 2025.

OPT-OUT FORM

IMPORTANT NOTE: This is not a claim form. You only need to complete and submit this Opt-Out Form if you wish to be excluded from the class action and the proposed settlement. If you complete and submit this Opt-Out Form, you will not be able to participate in the class action and the proposed settlement, and you will not be entitled to receive any compensation as part of the proposed settlement, if it is approved by the Court.

IN ORDER TO BE VALID, this Opt-Out Form must be completed, signed, and witnessed, and it must be submitted to Claims Administrator by email at _____, by no later than 11:59 p.m., Pacific Time, on _____, 2025.

OPT-OUT DECLARATION

I, _____, do hereby declare and certify that **I AM A CLASS MEMBER**, as defined in **Schedule "A"** to this Opt-Out Form and that I **OPT-OUT** of this class action and the proposed settlement.

I can be identified as a Class Member as follows:

- **Name:** _____
- **Email address:** _____
- **Email address associated with my LastPass account (if different than above):** _____
- **Mailing address:** _____
- **Phone:** _____

ADDITIONAL INFORMATION REGARDING OPT-OUT:

I hereby certify that **I DID** | **I DID NOT** (*check the appropriate box*), at the time of the LastPass data breach reported in 2022, have information stored within my LastPass vault that could be used to access cryptocurrency assets of mine. For purposes of this certification, "cryptocurrency assets" means private digital assets that depend on cryptography and distributed ledger technology or similar technologies.

Complete the following certification *only* if you certified "I did" to the previous question:

I hereby certify that **I DO** | **I DO NOT** (*check the appropriate box*) have reason to believe that cryptocurrency assets of mine were transferred without my authorization as a result of the LastPass data breach.

If you answered "I do" to the above question, provide the following information:

- **The type(s) of your cryptocurrency assets alleged to have been affected:** _____
- **The total estimated value of your cryptocurrency assets alleged to have been affected:**

- **The date(s) of the alleged unauthorized transfer(s) of your cryptocurrency assets:** _____

I, _____, certify that the information provided in this Opt-Out Form is complete and true.

Signature _____ Date: _____

Witness: _____ Date: _____

SCHEDULE A

DEFINITION OF “CLASS” AND “CLASS MEMBERS”:

All individuals and entities residing or domiciled in Canada whose **Private Information** was accessed by unauthorized parties in, during or as a result of the **Data Breach**;

For the purposes of this definition, **Private Information** means the Defendants' customer data that was compromised in the Data Breach, which may include the following information: (a) company names; (b) end-user names; (c) billing addresses; (d) email addresses; (e) telephone numbers; (f) the IP addresses from which customers were accessing the LastPass service; and (g) the backup of customer vault data;

For the purposes of this definition, **Data Breach** means the data breach that affected the Defendants' computer systems and networks in 2022 and resulted in the compromise of the above-described customer data, which was reported on by the Defendants in or between August 2022 and March 2023.

SCHEDULE "D"

NOTICE PLAN

The Notice of Hearing and Opt-Out shall be disseminated as follows:

- a) disseminated through the facilities of Canada Newswire once in English and French;
- b) made available as a sponsored link on google.ca, and similar services, in response to a search of "LastPass data breach" and/or "LastPass Class Action", and their respective French translations, for a period of 30 days;
- c) posted by Class Counsel on their websites in relation to this class action;
- d) provided by Class Counsel to any person who has contacted Class Counsel in relation to this class action; and
- e) provided by Class Counsel to any person who requests it.

The Notice of Settlement Approval shall be disseminated as follows:

- a) disseminated through the facilities of Canada Newswire once in English and French;
- b) made available as a sponsored link on google.ca, and similar services, in response to a search of "LastPass data breach" and/or "LastPass Class Action" and/or "LastPass settlement", and their respective French translations, for a period of 60 days;
- c) posted by Class Counsel on their websites in relation to this class action;
- d) provided by Class Counsel to any person who has contacted Class Counsel in relation to this class action; and
- e) provided by Class Counsel to any person who requests it.

SCHEDULE "E"

NO. S-230956
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

KARAN KESWANI and N.W.

PLAINTIFFS

AND:

**GOTO TECHNOLOGIES USA, INC., LASTPASS US LP, GOTO TECHNOLOGIES
CANADA LTD. and LASTPASS TECHNOLOGIES CANADA ULC**

DEFENDANTS

Brought under the *Class Proceedings Act*, RSBC 1996, c 50

BEFORE } THE HONOURABLE MR. JUSTICE BRONGERS } February 18, 2026

ORDER MADE AFTER APPLICATION

ON THE APPLICATION of the Plaintiffs coming on for hearing before the Honourable Mr. Justice Brongers at the courthouse at 800 Smithe Street, Vancouver, B.C., on February 18, 2026; on reading the materials filed, including the settlement agreement dated _____, 2025 ("**Settlement Agreement**" attached as Exhibit A hereto), and on hearing Sage Nematollahi and Alexia Majidi for the Plaintiffs and Eliot Kolers for the Defendants,

AND ON BEING ADVISED that the deadline for opting-out of the Action has passed, and ___ opt-outs were received.

AND ON BEING ADVISED that the deadline for objecting to the Settlement Agreement has passed and there have been ___ objections to it;

AND ON BEING ADVISED that the Plaintiffs and the Defendants consent to this order;

THIS COURT ORDERS that:

1. Except to the extent that they are modified in this Order, the definitions set out in the Settlement Agreement, which is annexed as **Schedule "A"** to this Order, apply to and are incorporated into this Order;
2. In the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail;
3. The Settlement Agreement is approved pursuant to section 35 of the *Class Proceedings Act*, RSBC 1996, c 50, and shall be implemented and enforced in accordance with its terms;
4. This order, including the Settlement Agreement, is binding upon all Settlement Class Members, including those persons who are minors or mentally incapable and the requirements of Rule 20-2 of the *Supreme Court Civil Rules* are dispensed with in respect of the Action;
5. The Effective Date means the date upon which the ability to appeal from this Order expires, being March 23, 2026;
6. Upon the Effective Date, this Action is hereby dismissed with prejudice and without costs;
7. Upon the Effective Date, each Settlement Class Member shall be deemed to irrevocably consent to the dismissal, with prejudice, of any action or proceeding relating to the Released Claims against the Releasees and any such actions or proceedings in British Columbia shall hereby be dismissed, with prejudice, without costs and without reservation;

8. Upon the Effective Date, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims;

9. Upon the Effective Date, each Releasor as well as Class Counsel shall not then or thereafter continue, commence, institute, maintain, assert, or prosecute, 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 litigation, investigation, or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum, or any other forum, against any Releasee or any other person or third party who may claim contribution or indemnity, or claim over other relief, from any Releasee, whether pursuant to the *Negligence Act*, RSBC 1996, c 333 or other legislation or at common law or equity, including under the laws of any foreign jurisdiction, in respect of any Released Claim;

10. For purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Defendants acknowledge and attorn to the jurisdiction of this Court solely for the purpose of implementing, administering, interpreting and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order;

11. No Releasee shall have any responsibility for and no liability whatsoever relating to the administration of the Settlement Agreement or Plan(s) of Allocation; and

12. In the event that the Settlement Agreement is terminated in accordance with its terms, this Order shall be declared null and void without the need for further Order of this Court but with notice to the Settlement Class.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

By the Court:

Signature of Sage Nematollahi
Counsel for the Plaintiffs

Signature of Eliot Kolers
Counsel for the Defendants GoTo
Technologies USA, Inc., LastPass US
LP, GoTo Technologies Canada Ltd.
and LastPass Technologies Canada
ULC

SCHEDULE A

SETTLEMENT AGREEMENT

Between

KARAN KESWANI and N.W.
(the "Plaintiffs")

and

**GOTO TECHNOLOGIES USA, LLC (f/k/a "GOTO TECHNOLOGIES USA,
INC."), LASTPASS US LP, GOTO TECHNOLOGIES CANADA LTD. and
LASTPASS TECHNOLOGIES CANADA ULC**
(the "Defendants")

EXECUTED September __, 2025

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This Settlement Agreement is entered into by the Plaintiffs and the Defendants by and through their respective counsel.

RECITALS

Whereas:

- A. In 2022, LastPass US LP was the victim of an unknown threat actor who was able to leverage credentials stolen from a senior employee to access certain aspects of a LastPass cloud storage environment and take certain encrypted and unencrypted user information (the "**Data Breach**").
- B. At the time of the Data Breach, there were 1,102,688 LastPass accounts for users in Canada.
- C. Of these user accounts, at least 218,087 are believed to have contained no user data.
- D. On or about February 8, 2023, Karan Keswani commenced a putative class action against the Defendants in the Supreme Court of British Columbia by way of a Notice of Civil Claim seeking damages in relation to the Data Breach (the "**Action**").
- E. The Notice of Civil Claim was amended on February 23, 2024 to add N.W. as a plaintiff (the "**Claim**").
- F. The Action is judicially managed by the Honourable Mr. Justice Brongers of the Supreme Court of British Columbia.
- G. The Plaintiffs allege in the Claim that the Defendants did not have appropriate measures to safeguard and were not effective in protecting users' Private Information (as defined in the Claim) against computer hacks and cyberthreats and further allege that the Defendants did not appropriately investigate and communicate regarding the scope and impact of the Data Breach.
- H. In the Action, the Plaintiffs assert claims against the Defendants for negligence, intrusion upon seclusion, breaches of provincial privacy and consumer legislation, breach of the *Competition Act*, and breach of contract.
- I. There has been no determination or finding of any liability or wrongdoing on the part of the Defendants in the Action.
- J. The Defendants do not admit, through the execution of this Settlement Agreement or otherwise, any allegation of unlawful conduct alleged in the Claim, or otherwise, and the Defendants believe and maintain that they have good and valid defences to the claims asserted against them.

- K. The Plaintiffs and Defendants (collectively, the "**Parties**") agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against the Defendants or evidence of the truth of any of the Plaintiffs' allegations against the Defendants, which allegations are expressly denied by the Defendants.
- L. The Parties recognize and acknowledge the expense and length of continued proceedings that would be necessary to litigate the Action through trial and appeals and have taken into account the uncertain outcome and risk of any litigation, especially in complex actions such as this Action, as well as the difficulties and delays inherent in such litigation, and are entering into this Settlement Agreement to achieve a final resolution of all Released Claims asserted or which could have been asserted against the Releasees by the Plaintiffs and/or the Settlement Class and to avoid the uncertainties, further expense, inconvenience and distraction of burdensome and protracted litigation.
- M. Counsel for the Defendants and Class Counsel have engaged in extensive arm's-length settlement discussions and negotiations, including a two-day in-person mediation in February 2025 with a very experienced mediator, Bruce Friedman, Esq., that, while unsuccessful, led to further negotiations which resulted in the Parties reaching agreement on April 1, 2025 to the terms of a settlement of the Action in principle.
- N. As a result of these settlement discussions and negotiations, the Defendants and Plaintiffs have entered into this Settlement Agreement, which contains all of the terms and conditions of the settlement between the Defendants and Plaintiffs, both individually and on behalf of the Settlement Class they seek to represent, subject to approval of the Court.
- O. The Plaintiffs have reviewed and fully understand the principal terms of this Settlement Agreement and, based on Class Counsel's analysis of the facts and law applicable to the Plaintiffs' claims, having regard to the burdens and expense in prosecuting the Action, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the settlement, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the Settlement Class they seek to represent.
- P. For the purposes of settlement only, the Parties now consent to certification of the Action as a class proceeding in respect of the Settlement Class and Common Issues set out herein, contingent on approval by the Court as provided for in this Settlement Agreement, on the express understanding that such certification shall not derogate from the respective rights of the Parties in the event that this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason.

- Q. Subject to Court approval, a Canada-wide notice program and opt-out process as set out herein will be provided to the Settlement Class.
- R. The Plaintiffs assert that they are adequate class representatives for the Settlement Class they seek to represent and as to which they seek to be appointed as representative Plaintiffs in the Action.
- S. It is the intention of Parties to finally resolve the Action and all disputes and claims which they have between them as set forth below.

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed by the Parties that the Action be settled and dismissed (with prejudice and without costs) on the following terms and conditions:

SECTION 1 - DEFINITIONS

For the purposes of this Settlement Agreement only, including the Recitals and Schedules hereto:

- A. **Action** means the putative class proceeding commenced by the Plaintiffs against the Defendants in the Supreme Court of British Columbia, at the Vancouver Registry, having court file number S-230956, and "**Class Action**" means the Action when certified as a class proceeding for settlement purposes only by the Court's First Order.
- B. **Administration Expenses** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of notices and the costs of claims administration, but excluding Class Counsel Fees and Disbursements.
- C. **CAD** means Canadian dollars.
- D. **Class Counsel** means KND Complex Litigation and Hammerco Lawyers LLP.
- E. **Class Counsel Fees and Disbursements** means the amount payable to Class Counsel in fees, disbursements, costs, interest, GST, and other applicable taxes or charges of Class Counsel in respect of the prosecution of the Action, as approved by the Court.
- F. **Common Issues** means the following: "Did the Defendants, or any of them, breach a duty owed to Settlement Class Members in respect of the Data Breach? If so, are the Settlement Class Members entitled to damages?"
- G. **Court** means the Supreme Court of British Columbia.
- H. **Data Breach** has the meaning ascribed to it in Recital A hereof.

- I. **Defence Counsel** means Stikeman Elliott LLP.
- J. **Effective Date** means (i) the date upon which the ability to appeal from the anticipated Second Order expires; or (ii) if any appeal is taken from the Second Order, then the Effective Date shall be the date upon which any such appeal is concluded by way of a Final order.
- K. **Execution Date** means the date inscribed on the cover page of this Settlement Agreement.
- L. **Final** when used in relation to a Court order means all rights of appeal from such order or judgment have expired or have been exhausted and that the ultimate court of appeal (or court of last resort) to which an appeal (if any) was taken has upheld such order.
- M. **First Order** means the order of the Court certifying this action as a class proceeding for settlement purposes and approving the Notice of Hearing and Opt-Out, substantially in the form of **Schedule A** hereto or as modified by the Court.
- N. **LastPass** means the entity that was formerly owned by GoTo Technologies USA, LLC (f/k/a "GoTo Technologies USA, Inc."), which operates the LastPass zero-knowledge encrypted password management vault service.
- O. **Notice of Hearing and Opt-Out** means the forms of notice of the settlement approval hearing and opt-out procedure substantially in the forms attached as **Schedule B** hereto, or as modified by the Court.
- P. **Notice Plan** means the plan for disseminating the notices to Settlement Class Members contemplated by this Settlement Agreement attached as **Schedule D** hereto or as modified by the Court.
- Q. **Opt-Out Deadline** means the date that is thirty (30) days after the first publication of the Notice of Hearing and Opt-Out pursuant to the Notice Plan.
- R. **Opt-Out Form** means the form required to be completed by any Settlement Class Member(s) who wish(es) to opt out of the Class Action attached as **Schedule C** hereto or as modified by the Court.
- S. **Opt-Out Thresholds** have the meaning ascribed to them in section 4.2 hereof and form an integral part of this Settlement Agreement.
- T. **Parties**, when capitalized, means the Plaintiffs and the Defendants, and **Party** means any one thereof.
- U. **Plan of Allocation** means the plan for allocating and distributing the Settlement Amount to the Settlement Class set out in **Schedule F** hereto or as modified by the Court.
- V. **Released Claims** means any and all manner of claims, complaints, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, damages of

any kind whenever incurred, declaratory relief, liabilities of any nature whatsoever, including assigned claims, claims for injunction, contribution, indemnity, interest, costs, expenses, class administration costs (including Administration Expenses), and lawyers' fees, known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, that the Releasors, or any of them ever had, could have had, or now have related to the Data Breach and the related allegations in the Action, or related to the facts alleged in the Action.

- W. **Releasees** means the Defendants and each of their respective predecessors, assigns, parents, subsidiaries, affiliates, divisions, partners, agents, mandataries, insurers, reinsurers, and each of their past and current officers, directors, employees, agents, shareholders and beneficiaries of any kind including their respective successors.
- X. **Releasors** means, individually and collectively, the Plaintiffs and the Settlement Class Members, and their respective successors, heirs, executors, administrators, trustees, assigns, devisees, agents, subrogees, insurers, partners, mandataries or representatives of any kind.
- Y. **Second Order** means the order of the Court approving the terms of this Settlement Agreement, substantially in the form of **Schedule E** hereto or as modified by the Court.
- Z. **Settlement Agreement** means this agreement, including the Recitals and Schedules.
- AA. **Settlement Amount** means the sum of USD \$3,000,000.00.

BB. **Settlement Class** means:

“All individuals and entities residing or domiciled in Canada whose Private Information was accessed by unauthorized parties during the Class Period in or as a result of the Data Breach.”

For the purposes of this definition, Private Information means the Defendants' customer data that was compromised in the Data Breach, and may include the following information: (a) company names (if applicable); (b) end-user names (if provided to the Defendants); (c) billing address (if provided); (d) email addresses; (e) telephone numbers (if provided); (f) the IP addresses from which customers were accessing the LastPass service; and (g) the backup of encrypted customer vault data.

- CC. **Settlement Class Member(s)** means any individual(s) or entity (entities) falling within description of the Settlement Class that has (have) not validly and timely opted out of the Class Action.
- DD. **Trust Account** means a guaranteed investment vehicle, liquid money market account or equivalent security offered by a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, S.C. 1991, c. 46) or a Provincially Registered Credit Union (listed under the *Credit Unions and Caisses Populaires Act*, 1994, S.O. 1994, c. 11) held at a Canadian financial institution under the control of Class Counsel, held

by KND Complex Litigation, for the benefit of the Settlement Class Members or the Defendants, as provided for in this Settlement Agreement.

EE. **USD** means United States dollars.

SECTION 2 - SETTLEMENT APPROVAL

2.1 Best Efforts

The Parties shall use their best efforts to effectuate this Settlement Agreement and shall cooperate to seek and obtain the Court's approval of this Settlement Agreement and secure the prompt, complete and final (with prejudice) dismissal of the Action.

The Parties recognize and acknowledge that the Opt-Out Thresholds are confidential and commercially sensitive information which should not be disclosed to anyone else, except the Court in connection with the settlement approval process. The Parties agree that on any (all) applications contemplated by this Settlement Agreement the Opt-Out Thresholds will only be provided to the Court confidentially and, if necessary, filed under seal.

The Defendants will cooperate to provide information to the Court that is reasonable and necessary to obtain Court approval of this Settlement Agreement.

2.2 Application Seeking Class Certification and Notice Approval

The Plaintiffs shall bring an application before the Court, as soon as practicable after the Execution Date, seeking the First Order.

The First Order shall be proposed to the Court substantially in the form attached as **Schedule "A"** hereto.

2.3 Application Seeking Settlement Approval

As soon as practicable after the First Order referred to in Section 2.2 has been granted by the Court and the Notice of Hearing and Opt-Out has been provided pursuant to Section 9 of this Settlement Agreement (or as may be directed by the Court), the Plaintiffs shall bring an application before the Court seeking the Second Order.

The Second Order shall be proposed to the Court substantially in the form attached as **Schedule "E"** hereto.

This Settlement Agreement shall only become final on the Effective Date.

2.4 Pre-Application Confidentiality

Until the application required by Section 2.2 is brought, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them to anyone else without the prior consent of Defence Counsel and Class Counsel, except that disclosure of those terms may be made without such prior consent:

- to legal counsel for the disclosing Party or its affiliates;

- to the extent required by a Party's auditors, financial advisors and/or accountants who are subject to a duty of confidentiality to the disclosing Party or its affiliates for the purposes of financial reporting, annual reports or the preparation of financial records (including tax returns and financial statements);
- to the extent necessary to give effect to the terms of this Settlement Agreement; or
- as otherwise required by law.

SECTION 3 – SETTLEMENT PAYMENTS

3.1 Payment of Settlement Amount

- (a) Within thirty (30) days after the First Order has been granted by the Court, the Defendants shall pay or cause to be paid \$300,000 USD of the Settlement Amount for deposit into the Trust Account (the "**First Payment**").
- (b) Within thirty (30) days after the Effective Date, the Defendants shall pay or cause to be paid the remaining \$2,700,000 USD of the Settlement Amount for deposit into the Trust Account (the "**Second Payment**").
- (c) The Settlement Amount, when fully paid in accordance with paragraphs (a) and (b) above, shall be inclusive of all amounts, including interest and costs and shall be in full satisfaction of the Released Claims against the Releasees.
- (d) The Defendants and other Releasees shall have no obligation to make any payments other than the First and Second Payments referred to in paragraphs (a) and (b) above, or any obligation to pay any amount(s) in addition to the Settlement Amount in respect of the Released Claims, for any reason, pursuant to or in furtherance of this Settlement Agreement or the Action.
- (e) Class Counsel or its duly appointed agent shall maintain the Trust Account as provided for in this Settlement Agreement.
- (f) Class Counsel or its duly appointed agent shall not pay out all or any part of the monies in the Trust Account, except in accordance with this Settlement Agreement, or in accordance with an order of the Court obtained after notice to the Parties.

3.2 Taxes and Interest

- (a) Except as hereinafter provided, all interest earned on the Settlement Amount shall accrue to the benefit of the Settlement Class and shall become and remain part of the Trust Account.
- (b) Subject to Section 3.2(c), all taxes payable on any interest which accrues on the Settlement Amount in the Trust Account shall be the responsibility of the Settlement Class. Class Counsel or its duly appointed agent shall be solely responsible to fulfill all tax reporting and payment requirements arising from the monies in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned on the monies in the Trust Account shall be paid from the Trust Account.

- (c) The Defendants shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned by the monies in the Trust Account or pay any taxes on the monies in the Trust Account, unless this Settlement Agreement is not approved, is terminated or otherwise fails to take effect, in which case the interest earned on the Settlement Amount in the Trust Account shall be paid to the Defendants who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Class Counsel or its duly appointed agent.

SECTION 4 – OPT-OUT PROCEDURE

4.1 Court Approval of Opt-Out Process and Deadlines

- (a) As part of the application for the First Order described in Section 2.2 of this Settlement Agreement, Class Counsel shall seek the Court's approval of the following opt-out procedure:
 - (i) a Settlement Class Member seeking to opt out of the Class Action must do so by the Opt-Out Deadline; and
 - (ii) in order to opt out of the Class Action, a Settlement Class Member must complete, sign and submit to Class Counsel an Opt-Out Form by the Opt-Out Deadline.
- (b) Class Members who validly opt out of the Class Action by the Opt-Out Deadline shall thereafter not be members of the Settlement Class and shall have no further right to share in the distribution of funds as a result of the Settlement Agreement.
- (c) Upon the expiry of the Opt-Out Deadline, Class Counsel shall provide a report to Defence Counsel and the Court containing the names of each person who has validly and timely opted out of the Class Action and, if applicable, the total value of any Crypto assets alleged to have been lost as identified on the received Opt-Out Forms.
- (d) Class Counsel agree that they will not act as counsel for any Opt-Out plaintiff in any subsequent proceeding against the Defendants or other Releasees (or any of them) related to the subject matter of the Action, and further agree that they will not have any pecuniary interest in any such subsequent litigation.

4.2 Confidential Opt-Out Thresholds for Termination

The Parties agree that, in the event that Class Counsel receives valid and timely Opt-Out Forms which satisfy either of the confidential thresholds which have been separately stated and agreed between them (the "**Opt-Out Thresholds**"), the Plaintiffs (on the one hand) and the Defendants (on the other hand) shall each have the right to terminate this Settlement Agreement pursuant to Section 11.

SECTION 5 – DISTRIBUTION OF SETTLEMENT AMOUNT

5.1 Court Approval of Plan of Allocation

- (a) The Plan of Allocation set out at **Schedule “F”** hereto is part of this Settlement Agreement.
- (b) As part of the application for the Second Order referred to in Section 2.3 of this Settlement Agreement, Class Counsel shall seek Court approval of the Plan of Allocation.

SECTION 6 – RELEASES AND DISMISSAL

6.1 Release of Releasees

Except in the case of the termination of this Settlement Agreement pursuant to Section 11 hereof, and conditional upon the approval of this Settlement Agreement by the Court, as at the Effective Date, the Releasors immediately, forever and absolutely release the Releasees from the Released Claims.

The Plaintiffs acknowledge that they may thereafter discover facts in addition to, or different from, the facts which they know or believe to be true regarding the Released Claims, and it is their intention to release fully, finally and forever all Released Claims and, in furtherance of such intention, this release by all of the Releasors shall be and shall remain in effect notwithstanding the discovery or existence of new or different facts.

6.2 No Further Claims

Upon the Effective Date, the Releasors shall not institute, continue, maintain, or assert, either directly or indirectly, on their own behalf or on behalf of any class or any other person, any Released Claim against any Releasee or any other person who may claim contribution or indemnity from any Releasee in respect of any Released Claim.

6.3 Dismissal of the Action

Upon the Effective Date, the Action shall be dismissed, with prejudice and without costs.

SECTION 7 - EFFECT OF SETTLEMENT

7.1 No Admission of Liability

Whether or not this Settlement Agreement is approved or terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed, or interpreted to be an admission of any violation of any statute or law, or of any fault, wrongdoing or liability by any of the Releasees, or of the truth of any claims or allegations contained in the Action or any other allegation made by the Plaintiff or Settlement Class Members in any forum or context. The Defendants deny any liability and deny the truth of the allegations made against them.

The Defendants and other Releasees reserve their rights and defences with respect to anyone who validly opts out of the Class Action, and no term of this Settlement Agreement shall be tendered as evidence in any subsequent litigation by any such person against the Defendants or other Releasees.

7.2 This Agreement Not Evidence

The Parties agree that, whether or not it is approved or terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions, and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence, or received in evidence in any pending or future civil, criminal, or administrative action or other proceeding, in British Columbia or any other jurisdiction, except in a proceeding to approve or enforce this Settlement Agreement or in connection with the other applications contemplated in this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law, or with the written consent of all Parties.

SECTION 8 - CERTIFICATION FOR SETTLEMENT ONLY

8.1 Effect of Certification for Settlement Purposes

The Parties agree that the Action shall be certified as a class proceeding solely for purposes of settlement of the Action and the approval of this Settlement Agreement by the Court, and such certification shall not be used or relied on against the Defendants for any other purpose or in any other proceeding.

8.2 Common Issues

The Plaintiffs agree that, on their application for the First Order referred to in Section 2.2 of this Settlement Agreement, they will only seek certification of the Common Issues and they will not assert any class other than the Settlement Class.

SECTION 9 - NOTICE TO SETTLEMENT CLASS

9.1 Notices Required

- (a) The Settlement Class shall be given the following notices, subject to approval by the Court:
- (i) Notice of Hearing and Opt-Out;
 - (ii) Notice of settlement approval; and
 - (iii) Notice of termination, if the Settlement Agreement is terminated or otherwise fails to take effect and the notice(s) referred to in subparagraphs (i) and/or (ii) have previously been provided to the Settlement Class.

9.2 Form of Notices

- (a) The notice referred to in subparagraph 9.1(a)(i) above shall be substantially in the form attached at Schedule "B" hereto or as modified by the Court.
- (b) The notice referred to in subparagraph 9.1(a)(ii) above shall be in a form to be agreed upon by the Parties and approved by the Court in connection with or subsequent to the Second Order.
- (c) The notice referred to in subparagraph 9.1(a)(iii) above shall be in a form to be agreed upon by the Parties and approved by the Court or, if the Parties cannot agree on the form of the notice of termination of the Settlement Agreement, then in the form ordered by the Court.

9.3. Method of Disseminating Notices

The notices required under Section 9.1 shall be disseminated pursuant to the Notice Plan attached hereto as **Schedule D**, as approved by the Court on the application by the Plaintiffs for the First Order referred to in Section 2.2 of this Settlement Agreement, or in a manner otherwise ordered (at any time) by the Court.

The Defendants shall have no liability or responsibility whatsoever in respect of the provision of notices to the Settlement Class members.

SECTION 10 - CLASS COUNSEL FEES, DISBURSEMENTS AND ADMINISTRATION EXPENSES

10.1 No Liability of Defendants

The Defendants and other Releasees shall not be liable for any of the fees, disbursements or taxes of Class Counsel, the Plaintiffs or Settlement Class Members, or any of their respective lawyers, experts, advisors, agents, or representatives.

10.2 Payments from Trust Account

- (a) Class Counsel shall pay the costs of the notices required by Section 9.1 and any costs of translation required by Section 12.12 from the Trust Account, as they become due.
- (b) Class Counsel may seek the Court's approval to pay Class Counsel Fees and Disbursements contemporaneously with seeking the Second Order. Class Counsel's court-approved fees and disbursements shall be paid after the Effective Date.
- (c) Except as provided herein, Administration Expenses may only be paid out of the Trust Account after the Effective Date.

SECTION 11 - NON-APPROVAL OR TERMINATION OF SETTLEMENT AGREEMENT

11.1 Right of Termination

- (a) In the event that:

- (i) the Court declines to certify the Action as a class proceeding for settlement purposes only as contemplated by this Settlement Agreement;
- (ii) Class Counsel reports that either of the Opt-Out Thresholds is met;
- (iii) the Court declines to approve this Settlement Agreement or approves this Settlement Agreement only in a materially modified form;
- (iv) the Court's order approving this Settlement Agreement is not substantially in the form attached to this Settlement Agreement as **Schedule E**; or
- (v) the Second Order does not become Final or is materially modified on appeal;

the Defendants (on the one hand) and the Plaintiffs (on the other hand) shall each have the right to terminate this Settlement Agreement by delivering a written notice pursuant to Section 12.17 forthwith, and in any event within ten (10) business days following the triggering event.

- (b) In addition, the Defendants shall have a right to terminate this Settlement Agreement if the Plaintiffs or Class Counsel breach a material term of this Settlement Agreement. The Plaintiffs shall have a right to terminate if the Defendants breach a material term of this Settlement Agreement. The non-breaching Party (or Parties) shall provide written notice of termination in accordance with Section 12.17 within ten (10) business days of their knowledge of the breach relied upon.
- (c) Further, if the Settlement Amount is not paid in accordance with Section 3.1, the Plaintiffs shall have the right to terminate this Settlement Agreement by delivering a written notice of termination in accordance with Section 12.17 within ten (10) business days after the time such payment was to be made, or the Plaintiffs may apply to the Court to enforce the terms of this Settlement Agreement.
- (d) For greater certainty, any order, ruling or determination made by the Court with respect to Class Counsel Fees and Disbursements shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.
- (e) Except as provided for in Section 11.4, if the Defendants or the Plaintiffs exercise their right to terminate, the Settlement Agreement shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

11.2 Effect of Non-Approval or Termination of Settlement Agreement

If this Settlement Agreement is not approved by the Court, is terminated in accordance with its terms, or otherwise fails to take effect for any reason:

- (a) The Parties will be restored to their respective positions prior to the execution of this Settlement Agreement, except as expressly provided for herein;

- (b) Any step taken by the Defendants or the Plaintiffs in relation to this Settlement Agreement shall be without prejudice to any position that the Parties may later take in respect of any procedural or substantive issues in the Action;
- (c) Any order or judgment rendered by the Court pursuant to this Settlement Agreement shall be set aside or vacated. The Parties consent and will cooperate in seeking to have all prior orders or judgments sought from and rendered by the Court, in accordance with this Settlement Agreement, set aside and declared null and void and of no force or effect, and any Party shall be estopped from asserting otherwise; and
- (d) All documents and information exchanged by the Parties during the settlement process are subject to settlement privilege, except to the extent that the documents or information were, are, or become publicly available or properly obtained in the course of discovery. Within thirty (30) days of termination of the Settlement Agreement having occurred, Class Counsel shall, upon written request, destroy on a best efforts basis all documents and other materials provided by Defendants or containing or reflecting information derived from such documents for the purposes of implementing this Settlement Agreement. Class Counsel shall provide Defence Counsel with a written certification by Class Counsel of such destruction upon request.

11.3 Allocation of Settlement Amount Following Termination

If the Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, Class Counsel shall, within ten (10) business days of receiving written notice of termination and/or a written demand from the Defendants, return to the Defendants the amount of the Settlement Amount that had been paid, plus all accrued interest thereon and less taxes paid on interest, any costs incurred with respect to the notices required by Section 9.1, and any costs of translation required by Section 12.12.

11.4 Survival of Provisions After Termination

If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of Sections 3.2(c), 7.1, 7.2, 9.1, 9.2, 9.3, 11.1(e), 11.2, 11.3, and 11.4 and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of the foregoing surviving provisions but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

SECTION 12 – MISCELLANEOUS

12.1 Applications for Directions

- (a) The Plaintiffs, Class Counsel, or the Defendants may apply to the Court as may be required for directions in respect of the interpretation, implementation and administration of this Settlement Agreement.
- (b) All applications or other requests for directions from the Court contemplated by this Settlement Agreement shall be on reasonable notice to the Parties.

12.2 Releasees Have No Liability for Administration

The Defendants and other Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement, including without limitation the Trust Account or Plan of Allocation.

12.3 Headings, etc.

In this Settlement Agreement:

- (a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
- (b) the terms "this Settlement Agreement", "hereof", "hereunder", "herein", and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

12.4 Computation of Time

In the computation of time in this Settlement Agreement, except where a contrary intention appears:

- (a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
- (b) only in the case where the time for doing an act expires on a holiday (including Canadian and US holidays) or a weekend, the act may be done on the next day that is a business day.

12.5 Governing Law

This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

12.6 Entire Agreement

This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

12.7 Amendments

This Settlement Agreement may not be modified or amended except in writing and on written consent executed by all Parties, subject to approval by the Court where required.

12.8 No Waiver

A failure by any Party to demand adherence to a deadline or to seek enforcement of an obligation shall in no way constitute a waiver of said obligation or deadline. To be binding, a waiver of any provision of this Settlement Agreement must be consented to in writing by all Parties. No waiver of any provision of this Settlement Agreement will constitute a waiver of any other provision.

12.9 Binding Effect

This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Settlement Class Members, the Defendants, the Releasors, the Releasees and all of their successors and assigns, once it is approved by a Final order of the Court, provided that, to the extent that the Parties have obligations under this Settlement Agreement prior to its approval, the Parties are required to perform those obligations under this Settlement Agreement prior to settlement approval.

Without limiting the generality of the foregoing, each and every covenant and agreement made by the Plaintiffs shall be binding upon all Releasors and every covenant and agreement made by the Defendants shall be binding upon all of the Releasees, once the Settlement Agreement is approved by a Final order of the Court.

12.10 Counterparts

This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

12.11 Negotiated Agreement

This Settlement Agreement has been the subject of negotiations and discussions among the Parties, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

12.12 Language

- (a) The Parties acknowledge that they have required and consented that this Settlement Agreement and all related Documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.
- (b) If required by the Court, Class Counsel and/or a translation firm selected by Class Counsel shall prepare a French translation of the Settlement Agreement, the cost of which shall be paid from the Settlement Amount. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall govern.

12.13 Recitals

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

12.14 Schedules

The Schedules annexed hereto form part of this Settlement Agreement and are:

Schedule A: Proposed form of the First Order

Schedule B: Notice of Hearing and Opt-Out

Schedule C: Opt-Out Form

Schedule D: Notice Plan

Schedule E: Proposed form of the Second Order

Schedule F: Plan of Allocation

12.15 Acknowledgements

Each of the Parties hereby affirms and acknowledges that:

- (a) he, she, or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood this Settlement Agreement;
- (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
- (c) he, she, or the Party's representative fully understands each term of this Settlement Agreement and its effect; and
- (d) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms of this Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

12.16 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 Settlement Agreement.

12.17 Notice

Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by e-mail, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For the Plaintiffs and for Class Counsel:

To: KND Complex Litigation
Suite 401, Yonge Eglinton Centre
2300 Yonge Street
Toronto, Ontario
Canada M4P 1E4

Attention: Sage Nematollahi
sn@knd.law

And to: Hammerco Lawyers LLP
2233 Columbia St Suite 400
Vancouver, BC
Canada V5Y 0M6

Attention: Alexia Majidi
amajidi@hammerco.ca

For the Defendants and Defence Counsel:

To: Stikeman Elliott LLP
199 Bay Street
Suite 5300, Commerce Court West
Toronto, ON
Canada M5L 1B9

Attention: Eliot N. Kolers
ekolers@stikeman.com

12.18 Date of Execution

The Parties have executed this Settlement Agreement effective as of the date on the cover page.

[signature page to follow]

On behalf of GoTo Technologies USA, LLC (f/k/a "GoTo Technologies USA, Inc."), LastPass US LP, GoTo Technologies Canada Ltd. and LastPass Technologies Canada ULC:

Stikeman Elliott LLP

Signature of: Eliot N. Kolers

On behalf of the Plaintiffs:

KND Complex Litigation

Signature of: Sage Nematollahi

Hammerco Lawyers LLP

Signature of: Alexia Majidi

SCHEDULE “F”

In re LastPass Canadian Consumer Privacy Class Action

Keswani et al v GoTo Technologies USA, Inc. at al,
Supreme Court of British Columbia at Vancouver Registry, Action No. S-230956

SETTLEMENT PLAN OF ALLOCATION

PART I – RECITALS:

- A. **WHEREAS** on February 8, 2023, the Plaintiffs commenced the action styled *Keswani et al v GoTo Technologies USA, Inc. at al*, in the Supreme Court of British Columbia (“**Court**”) at Vancouver Registry, Action No. S-230956 (“**Canadian LastPass Consumer Privacy Class Action**”);
- B. **AND WHEREAS** the Canadian LastPass Consumer Privacy Class Action has been brought on behalf of a class of Canadian users of LastPass who were affected by a data security breach that was reported by LastPass in 2022 (“**Data Breach**”), and as the term Settlement Class Members is furthermore defined in **Schedule “A”** to this Plan of Allocation;
- C. **AND WHEREAS** the Defendants GoTo Technologies USA, Inc., LastPass Us LP, GoTo Technologies Canada Ltd. and LastPass Technologies Canada ULC (“**Defendants**”) deny the allegations and claims asserted in the Canadian LastPass Consumer Privacy Class Action;
- D. **AND WHEREAS** by way of an agreement dated September __, 2025 (“**Settlement Agreement**”), the parties have reached a proposed settlement with respect to the Canadian LastPass Consumer Privacy Class Action (“**Settlement**”);
- E. **AND WHEREAS** subject to the approval of the Court, which will be sought in due course, the net proceeds of the Settlement after the deduction of the Court-approved legal fees, expenses, taxes and honorariums would be available for distribution to the eligible Settlement Class Members who submit valid claims in accordance with the Court-approved Claim Process (“**Settlement Distribution Fund**”);
- F. **AND WHEREAS** the goal of this Plan of Allocation is to facilitate an efficient, just and fair allocation and distribution of the Settlement Distribution Fund;
- G. **NOW THEREFORE**, subject to the approval of the Court, which will be sought in due course, it is hereby determined that the Settlement Distribution Fund shall be allocated and distributed in accordance with the terms of this Plan of Allocation, as follows.

PART II – DEFINITIONS:

1. For the purposes of this Plan of Allocation, the definitions set out in the Settlement Agreement apply to and are incorporated into this Plan of Allocation and, in addition to the terms defined in the Recitals section of this Plan of Allocation, the following definitions apply:
 - (a) **“Allocation System”** means the method of determining the Compensable Loss assigned to a claim in order to determine the amount of compensation to be awarded for that claim.
 - (b) **“Claimant”** means any Settlement Class Member who submits a Claim Form, regardless of whether it is a valid Claim Form which is accepted by the Claims Administrator or not, and they are comprised of:
 - i. **“Crypto Claimant”** means a Claimant who submits a Claim Form in relation to the theft of Crypto-assets which is reasonably believed to be linked to the Data Breach (**“Crypto Claim”** and **“Crypto Claims”**);
 - ii. **“Ordinary Claimant”** means a Claimant who submits a Claim Form who is not a Crypto Claimant (**“Ordinary Claim”** and **“Ordinary Claims”**);
 - (c) **“Claim Form”** means a written claim in the prescribed form seeking compensation from the Settlement Distribution Fund.
 - (d) **“Claim Process”** means the Court-approved process to submit a Claim Form seeking compensation from the Settlement Distribution Fund.
 - (e) **“Claims Administrator”** means the firm to be appointed by the Court to administer the Claim Process.
 - (f) **“Claims Bar Date”** means the date to be determined by the Court by which Claim Forms must be submitted in order for it to be considered a valid Claim Form.
 - (g) **“Claims Process Trust Account”** has the meaning attributed to it in paragraph 39 below.
 - (h) **“Class Counsel”** means KND Complex Litigation and Hammerco Lawyers LLP.
 - (i) **“Compensable Loss”** is the sum of an Eligible Claimant’s recoverable compensation, which is calculated in accordance with the Allocation System.
 - (j) **“Crypto-asset”** means private digital assets that depend on cryptography and distributed ledger technology or similar technologies.
 - (k) **“Eligible Claim”** and **“Eligible Claims”** mean a claim or claims that the Claims Administrator has determined to be valid and proper to receive

compensation from the Settlement Distribution Fund, and they include **Eligible Crypto Claims** and an **Eligible Ordinary Claims**.

- (l) **“Eligible Claimants,”** each being an **“Eligible Claimant,”** means a Claimant who submit a valid Claim Form, or on whose behalf a valid Claim Form is submitted by a person who is authorized to submit the Claim Form, in accordance with the Court-approved Claim Process, and they include **Eligible Crypto Claimants** and **Eligible Ordinary Claimants**.
- (m) **“Trust Account”** has the meaning ascribed in the Settlement Agreement.
- (n) **“Plaintiffs’ Compensable Loss”** means the Plaintiffs’ Compensable Loss to be calculated and determined by Class Counsel in accordance with the Allocation System outlined herein.
- (o) **“Settlement Distribution Fund”** means the net settlement fund available for allocation and distribution after payment of legal fees, expenses, taxes and honorariums to be approved by the Court, and it is comprised of two divisions:
 - i. **“Crypto Claims Distribution Fund”** which shall initially include an allocation of \$1,400,000 from the Settlement Distribution Fund; and
 - ii. **“Ordinary Claims Distribution Fund”** shall be comprised of the balance of the Settlement Distribution Fund after the Claims Administrator has completed the distribution of the Crypto Claims Distribution Fund in accordance with this Plan of Allocation.

PART III – GENERAL:

2. The Claims Administrator shall distribute the Settlement Distribution Fund in accordance with the terms of this Plan of Allocation.
3. The goal of this Plan of Allocation is to distribute the Settlement Distribution Fund among Eligible Claimants who submit valid and timely Claim Forms.
4. In the event of circumstances that may not be specifically addressed herein, the Claims Administrator shall address the situation bearing in mind the spirit and goal of this Plan of Allocation.
5. Class Counsel and the Claims Administrator, whether individually or together, may apply to the Court for guidance and directions as needed to give effect to this Plan of Allocation.
6. All dollar figures indicated herein are in Canadian dollars.
7. The Settlement Distribution Fund shall be paid out to Eligible Claimants in Canadian dollars.

8. If, in order to calculate an Eligible Claimant's Compensable Loss, the Claims Administrator needs to convert foreign currency to Canadian currency, the exchange rate shall be determined as of the exchange rate that is applicable as of the date on which the Court approves the Settlement.

PART IV – COMPLETION AND SUBMISSION OF CLAIM FORMS:

9. Other than as specified herein, any person who wishes to claim compensation from the Settlement Distribution Fund must complete and submit a Claim Form by the Claims Bar Date, following which the claim shall be disallowed and it shall be extinguished and forever barred. Notwithstanding this clause, the Claims Administrator may in its discretion allow an otherwise-valid late claim without further order of the Court.
10. A Claim Form may be completed and submitted by an Eligible Claimant, or a person who is authorized to complete and submit the Claim Form on behalf of an Eligible Claimant.
11. If a Claim Form is completed and submitted by a representative of an Eligible Claimant, the person completing and submitting the Claim Form shall certify that he, she or it is authorized to do so on behalf of the Eligible Claimant.

PART V – PROCESSING CLAIM FORMS:

12. The Claims Administrator shall develop and make available an electronic and automated process to facilitate the completion, submission and processing of the Claim Forms. That process will be designed and structured to receive each Eligible Claimant's information from them, including the particulars of their Eligible Claims, and determine their eligibility and, if so, their Compensable Loss, in accordance with the terms of this Plan of Allocation.
13. Each person submitting a Claim Form shall certify that:
 - (a) He, she, or it, or the person on whose behalf the Claim Form is being submitted, is an Eligible Claimant; and
 - (b) He, she, or it is providing information that is true and correct.
14. The Claim Process is intended to be expeditious, cost effective and "user friendly" and to minimize the burden on Eligible Claimants. The Claims Administrator shall, in the absence of reasonable grounds to the contrary, assume an Eligible Claimant to be acting honestly and in good faith.
15. The Claim Process is also intended to prevent fraud and abuse. If, after reviewing any Claim Form, the Claims Administrator believes that the claim contains unintentional errors which would materially exaggerate the Compensable Loss to be awarded to the Claimant, then the Claims Administrator may disallow the claim in its entirety or make such adjustments so that an appropriate Compensable Loss

is awarded to the Eligible Claimant. If the Claims Administrator believes that the claim is fraudulent or contains intentional errors which would materially exaggerate the Compensable Loss to be awarded to the Eligible Claimant, then the Claims Administrator shall disallow the claim in its entirety and the Claimant shall be barred from subsequent claims arising from any settlement or judgment in this class proceeding. The Claims Administrator shall conduct test audits of the Claim Forms, meaning that it shall test random samples of the Claim Forms, to be received from Eligible Claimants, in order to verify the accuracy of the Claim Forms.

PART VI – IRREGULAR CLAIMS OR CLAIM FORMS:

16. Where a Claim Form contains minor omissions or errors, the Claims Administrator may in its discretion correct such omissions or errors if the information necessary to correct the error or omission is readily available to the Claims Administrator.
17. If the Claims Administrator identifies a Claim Form that is materially untrue or inaccurate, the Claims Administrator may in its discretion disallow the claim in its entirety.
18. Where the Claims Administrator disallows a claim in its entirety, the Claims Administrator shall send to the Claimant at the address provided by the Claimant or the Claimant's last known email or postal address, a notice advising the Claimant that he, she, or it may request the Claims Administrator to reconsider its decision. For greater certainty, an Eligible Claimant is not entitled to a notice or a review where a claim is allowed but the Eligible Claimant disputes the determination of Compensable Loss or his, her or its individual compensation.
19. Any request for reconsideration must be received by the Claims Administrator within 21 calendar days of the date of the notice advising of the disallowance. If no request is received within this time period, the Claimant shall be deemed to have accepted the Claims Administrator's determination and the determination shall be final and not subject to further review by any court or other tribunal.
20. Where a Claimant files a request for reconsideration with the Claims Administrator, the Claims Administrator shall advise Class Counsel of the request and conduct an administrative review of the Claimant's complaint.
21. Following its determination in an administrative review, the Claims Administrator shall advise the Claimant of its determination. In the event the Claims Administrator reverses a disallowance, the Claims Administrator shall send the Eligible Claimant at the Eligible Claimant's last known email or postal address, a notice specifying the revision to the Claims Administrator's disallowance.
22. The determination of the Claims Administrator in an administrative review is final and is not subject to further review by any court or other tribunal.

PART VII – ALLOCATION SYSTEM:**A. Crypto Claims**

23. The Claims Administrator shall validate Crypto Claimants and Crypto Claims in accordance with this section.
24. A Crypto Claimant must provide sufficient documentation establishing that he, she or it suffered an authorized transfer of his, her, or its Crypt-assets.
25. At the conclusion of the Claim Process, the Claims Administrator shall provide a list of Crypto Claimants to the Defendants, and request that the Defendants confirm:
 - (a) whether or not the Crypto Claimant was affected in the Data Breach; and
 - (b) whether or not as at the time of the breach the customer vault in relation to the account held by the Crypto Claimant contained information. If the Defendants are unable to determine whether or not the Crypto Claimant's customer vault contained information, it shall be assumed that it contained information.
26. The Claims Administrator may, at its sole discretion, require that the Crypto Claimant provide additional information or documentation to validate the Crypto Claimant's Crypto Claim. If the Crypto Claimant refuses to provide such additional information or documentation, the Claims Administrator may in its sole discretion deny the Crypto Claimant's Crypto Claim.
27. The value to be assigned to the affected Crypto Claims shall be measured at the time of the theft of the affected Crypto-assets.
28. In determining whether a Crypto Claimant's Crypto Claim is valid, the Claims Administrator must be satisfied that it is more likely than not that: (a) the loss of the Crypto-assets was due to an unauthorized access to such Crypto-assets; and (b) the loss is linked to the Data Breach.
29. If the Claims Administrator requires advice and guidance from Class Counsel in relation to the validation of a Crypto Claimant's Crypto Claim, the Claims Administrator may in its sole discretion seek advice from Class Counsel. In such an event, the legal fees shall be payable to Class Counsel at the regular hourly rate(s), and such fees shall be paid from the Crypto Claims Distribution Fund.
30. The decision of the Claims Administrator in relation to the validation of a Crypto Claimant's Crypto Claim and the value to be assigned to such loss shall be final.
31. The Compensable Loss in relation to a Crypto Claim shall be calculated by multiplying the Value of the Crypto Claim as determined by Claims Administrator by 0.046875.

32. For example, if the value of a Crypto Claimant's Crypto Claim as determined by the Claims Administrator is \$1,000, the Compensable Loss in relation to that Crypto Claim shall be \$46.88.

B. Ordinary Claims

33. A Claimant (including a Crypto Claimant) may submit a Claim Form with respect to Ordinary Claims.
34. Any Claimant may submit a Claim Form for compensation with respect to wasted time to address the Data Breach, and shall be eligible for up to 5 hours of wasted time at \$34.01 per hour, or a total of \$170.05, without the need to provide further documentation.
35. Any Claimant may additionally submit a Claim Form for out of pocket expenses up to \$500. The Claimant must provide supporting documentation in relation to such expenses.
36. In order to be valid, the Claims Administrator must be satisfied: (a) that the expense was incurred by no later than May 31, 2023; and (b) that it is more likely than not that the expenses was incurred as a result of or in relation to the Data Breach.
37. The Claims Administrator's decision with respect to out of pocket expenses shall be final.

PART VIII – DISTRIBUTION OF THE SETTLEMENT DISTRIBUTION FUND:

38. The Settlement Distribution Funds shall be distributed amongst Eligible Claimants in accordance with this section.
39. Class Counsel shall calculate and distribute the Plaintiffs' Compensable Losses to the Plaintiffs as applicable from the Trust Account directly. After deducting such fees and disbursements as may be authorized by the Court from the Trust Account, Class Counsel shall transfer the remaining balance in the Trust Account to an account designated by the Claims Administrator to be the Claims Process Trust Account.
40. Thereafter, the Claims Administrator shall distribute the Settlement Distribution Fund as follows.
41. **First**, the Claims Administrator shall calculate the aggregate value of Eligible Crypto Claims and pay out the Crypto Claims from the Crypto Claims Distribution Funds to Eligible Crypto Claimants. If the aggregate value of the Crypto Claims exceeds the funds available within the Crypto Claims Distribution Fund, the Claims Administrator shall pro rate the Crypto Claims Distribution Fund amongst the Eligible Crypto Claimants. If the aggregate value of Eligible Crypto Claims is less than the funds available within the Crypto Claims Distribution Fund, the Claims Administrator shall pay each Eligible Crypto Claimant's Compensable Loss, and

then remit the balance of the Crypto Claims Distribution Fund into the Ordinary Claims Distribution Fund.

42. **Second**, the Claims Administrator shall distribute the Ordinary Claims Distribution Fund amongst the Eligible Ordinary Claimants, and if necessary pro rate the available Ordinary Claims Distribution Fund amongst the Eligible Ordinary Claimants.
43. **Third**, if the Claims Process Trust Account is in a positive balance (whether by reason of tax refunds, un-cashed cheques or otherwise) after one hundred and eighty (180) days from the date of distribution of the Settlement Distribution Fund, the Claims Administrator shall, if feasible, allocate such balance among Eligible Claimants with valid and approved claims with allocations exceeding \$25.00 in an equitable and economic fashion.

SCHEDULE "A"**DEFINITION OF "SETTLEMENT CLASS MEMBERS"**

"All individuals and entities residing or domiciled in Canada whose Private Information was accessed by unauthorized parties during the Class Period in or as a result of the Data Breach."

For the purposes of this definition, Private Information means the Defendants' customer data that was compromised in the Data Breach, and may include the following information: (a) company names (if applicable); (b) end-user names (if provided to the Defendants); (c) billing address (if provided); (d) email addresses; (e) telephone numbers (if provided); (f) the IP addresses from which customers were accessing the LastPass service; and (g) the backup of encrypted customer vault data.

SCHEDULE B TO ORDER DATED SEPTEMBER 22, 2025**DEFINITION OF "SETTLEMENT CLASS MEMBERS"**

"All individuals and entities residing or domiciled in Canada whose Private Information was accessed by unauthorized parties during the Class Period in or as a result of the Data Breach."

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